MARIPOSA COUNTY

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

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

ACTION SUMMARY MINUTES

May 10, 2022

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

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

B. Pledge of Allegiance

Chair Smallcombe led the Pledge.

C. Introductions

None.

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

Chair Smallcombe advised that Regular Agenda Item I.9 was withdrawn, and CA-2, CA-3, and CA-4 were withdrawn from consent. No public comment.

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

CA1. **Health and Human Services** **RES-2022-278**

Resolution Continuing a Shelter Crisis Local Emergency in Mariposa County

CA5. **Administration** **RES-2022-282**

Ratify a Letter of Support for AB 1773, Which Restores Funding for the California Land Conservation Act (Williamson Act)

CA6. **Administration RES-2022-283**

Approve an Agreement for a Program as a Service (PaaS) Add-On with DLT Solutions for Oracle Enterprise Resource Planning (ERP) Software in an Amount Not to Exceed $6,241; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA7. **Administration/Human Resources RES-2022-284**

Effective March 1, 2022, Approve a Monthly Salary Range Correction of $6,736.82 - $8.188.28 for the Supervising Probation Officer Classification; Approve a Side Letter of Agreement with the Sheriffs' Management Association (SMA) to Recognize This Unit as the Recognized Employee Organization for the Supervising Probation Officer Classification and Designate an Education Incentive Plan and Legal Holidays to the Classification; and Authorize the Board of Supervisors Chair to Sign the Side Letter of Agreement

CA8. **District Attorney/Victim Witness RES-2022-285**

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

CA9. **Health and Human Services RES-2022-286**

Approve First Amendment to Agreement with Ranch Fence, Inc. Increasing the Amount by $5,000 for a New Amount Not to Exceed $15,000 and Extend the Term of the Agreement through July 31, 2022; and Authorize the Board of Supervisors Chair to Sign the Amendment

CA10. **HHS/Behavioral Health & Recovery Services RES-2022-287**

Approve an Agreement with the American Indian Council of Mariposa to Provide Mental Health Services in an Amount Not to Exceed $118,990; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA11. **HHS/Community Services 2022-54**

Accept the Resignation of Sue Overstreet; and Reappoint Don Fox to the Area 12 Agency on Aging Advisory Council with a Term Expiring May 3, 2026

CA12. **Planning 2022-55**

Remove Nick Ross-Rhudy from the Merced River Trail Community Working Group (MRTCWG)

CA13. **Public Works RES-2022-288**

Appoint Michael Martin to Represent an At-Large Position Filling an Unexpired Term Ending January 26, 2024; Appoint Art Baggett to Represent District I and Mark Rowney to Represent District IV with Terms Expiring April 26, 2025; and Re-Appoint John McCamman, Sonny Palmer and Robert Keller with Terms Expiring April 26, 2025 to the Water Agency Advisory Board

CA14. **Public Works RES-2022-289**

Authorize an Increase of Extra Help Hours to 1,300 at the Solid Waste Division Within the Public Works Department

CA15. **Treasurer-Tax Collector-County Clerk RES-2022-290**

Authorize the Request for Approval to Sell 5-Year Tax Defaulted Parcels at the Annual Auction Scheduled for August 12, 2022

Withdrawn

CA2. **Administration RES-2022-336**

Approve a Three Year Agreement for Indigent Defense Legal Services with Neal Douglass in an Amount Not to Exceed $140,040 Per Year; and Authorize the Board of Supervisors Chair to Sign the Agreement

RESULT: WITHDRAWN AND RESCHEDULED Next: 6/14/2022 9:00 AM

CA3. **Administration RES-2022-337**

Approve a Three Year Agreement for Indigent Defense Legal Services with Eugene Action in an Amount Not to Exceed $140,040 Per Year; and Authorize the Board of Supervisors Chair to Sign the Agreement

RESULT: WITHDRAWN AND RESCHEDULED Next: 6/14/2022 9:00 AM

CA4 **Administration RES-2022-338**

Approve a Three Year Agreement for Indigent Defense Legal Services with Michael McAfee in an Amount Not to Exceed $140,040 Per Year; and Authorize the Board of Supervisors Chair to Sign the Agreement

RESULT: WITHDRAWN AND RESCHEDULED Next: 6/14/2022 9:00 AM

E. Board Recognitions

1. **Administration/Community Development 2022-56**

Proclaim the Month of May 2022 as Small Business Month

Kari Kisela/Chamber of Commerce presented the introduces the item. During public comment, Jacob Hawley gave kudos to the small businesses, Gabe Edwards/Chamber of Commerce Chair thanked the Board for recognizing small businesses, and Marilyn Saunders brought attention to Coulterville and other areas that have businesses outside of town noting the best way to support our businesses is to shop locally. Supervisor Long gave kudos to all of the small businesses in the County and gave kudos to staff who helped small businesses during COVID-19.

Chair Smallcombe presented the proclamation to Ms. Kisela, Mr. Edwards, and Sarah Phillips/Mother Lode Job Training.

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

2. **Health and Human Services 2022-57**

Proclaim the Month of May 2022 as "Foster Care Month"

Julianne Simms/Division Director - Health and Human Services Agency Introduced the item and announced a thank-you dinner for the parents' fostering children.

Chair Smallcombe presented the proclamation to Ms. Simms and staff.

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

F. Departmental Presentation

Dr. Eric Sergienko/County Health Officer advised that they are working closely with John C. Fremont Healthcare District with a COVID-19 outbreak in the Ewing wing. Matthew Matthiessen/John C. Fremont Healthcare District CEO noted that they have ten active COVID-19 cases in the Ewing wing and that they have reconfigured the inside of the hospital to provide an isolation unit. Mr. Matthiessen noted that these are the first cases they have had in over two years and gave kudos to leadership and staff for their diligence. He also advised that visitation has been temporarily suspended except for family members of residents if they test negative. Supervisors Forsythe and Smallcombe gave kudos to hospital staff.

Mathew Chance/California Highway Patrol (CHP) announced a Special Olympic event on June 14th noting that Cal Fire headquarters is the starting point, provided the route, and advised of a flyer providing information for runners to sign up or for donations.

Jeremy Briese/Sheriff stated it was great to see the two offices work together to bring the Special Olympics event together and noted that the Deputy Sheriff Association (DSA) and the Sheriff Management Association (SMA) were working to bring the Special Olympics event together but due to COVID- 9 it had to be put on hold, they are excited this is now going forward. Briese thanked all who came out for the celebration of life for Deputy Michael King. Briese noted that last week during his Facebook Live event he introduced Fire Chief Steve Ward as a special guest to talk about fire season, now called fire year. Chief Ward discussed how to be prepared with a "Go Bag" and listed important items to include. Chief Ward then discussed a new application that provides public information including maps, noting that this access will be available soon to receive notifications of evacuations. This will provide the ability for County Fire to immediately draw evacuation areas, provide them with information such as how many safe residents there are, how many residents are evacuated, and how many are at the evacuation center.

G. Public Comment on Non-Agenda Items

No public comment.

Recess Board of Supervisors

9:42 AM Chair Smallcombe recessed the Board of Supervisors meeting followed by the Deputy Clerk of the Board II reading the Government Code announcement.

H. LOCAL TRANSPORTATION COMMISSION

Public Comment Period

No public comment.

LTC Regular Agenda

1. **Public Works LTC-2022-9**

Approve an Agreement with California Department of Transportation, Division of Rail & Mass Transportation (DRMT) for Federal Transit Administration (FTA) 5311 Transit Funds; and Authorize the Executive Director of Mariposa County Local Transportation Commission (LTC) to Sign the Agreement

Shannon Hansen/Public Works and Transportation Director presented the staff report. No public comment. Supervisor Sweeney gave kudos to the Director and staff for their work on this.

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

Adjourn LTC

9:46 AM Chair Smallcombe adjourned the Local Transportation Commission meeting.

Reconvene as Board of Supervisors

9:46 AM Chair Smallcombe reconvened the Board of Supervisors meeting.

I. Regular Agenda Items

1. **Building 2022-ORD-1173**

Waive the Second Reading and Adopt an Ordinance Titled "An Ordinance Amending County Code to Add Section 15.10.260.F to Preclude Permits from Being Issued to Parcels with Known Code Violations"

No public comment.

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

2. **Health and Human Services RES-2022-291**

Ratify an Application for the County Medical Services Program (CMSP) - Local Indigent Care Needs (LICN) Grant for $1,500,000 in Funds Over Three Years, to Implement a Community Information Exchange (CIE) Program

Dr. Eric Sergienko presented the staff report. No public comment. Discussion ensued.

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

Item I.3 and item I.4 were swapped to allow Department Head more time

4. **Health and Human Services RES-2022-292**

Approve the 2021 Low Income Home Water Assistance Program (LIHWAP) Agreement 21Z-9560 and Certifications with the California Department of Community Services and Development (CSD) in an Amount Not to Exceed $32,385 to Provide Water Assistance Payments; and Authorize the Health and Human Services Agency Director to Sign the Agreement, Certifications, and All Subsequent Amendments (Subject to County Counsel Approval as to Form)

Joe Lynch/Health and Human Services Agency Director gave the staff report. No public comment.

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

3. **Sheriff's Office 2022-ORD-1174**

Waive the Second Reading and Adopt an Ordinance in Accordance with AB481, Titled "An Ordinance Adopting the Mariposa County Sheriff's Office Military Equipment Use Policy"

Jeremy Briese/Sheriff gave the staff report and noted an item will come back each year to update the Board. No public comment.

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

5. **Health and Human Services RES-2022-293**

Approve a Data Use Agreement Between Mariposa County Health & Human Services Agency and California Department of Public Health for the COVID-19 Outreach Rapid Deployment Platform; and Authorize the Board of Supervisors Chair to Sign the Agreement

Dr. Eric Sergienko gave the staff report. No public comment.

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

6. **HHS/Public Health RES-2022-294**

Approve an Agreement with California Department of Public Health (CDPH) in an Amount Not to Exceed $511,920 for the Acceptance of DIS Workforce Development Grant Funding; Authorize the Director of Mariposa County Health and Human Services Agency (HHSA) to Sign the Agreement, and Certification Documents; and Implement the Associated Activities, as Stipulated in Grant Agreement by CDPH

Dr. Kristina Allen/Deputy Director Public Health gave the staff report and clarified that approval of this item will help staff two additional nurse positions and will bring a part time infectious disease nurse on full time. No public comment.

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

7. **Administration/Technical Services (ID # 12955)**

Approve the Agreement with E-Z Tel Inc. for Mitel Phone System in an Amount Not to Exceed $540,933; and Authorize the Board of Supervisors Chair to Sign the Agreement

Dallin Kimble/County Administrative Officer turned the item over to Anthony Rios/Technical Services Manager who presented the staff report and a PowerPoint presentation. No public comment. The Board expressed concerns with the language in the agreement including the absence of an indication of a schedule of when the install will be completed, payment process, the percentage of down payment, implementation, overlay, network, funding for this project, testing the system, evaluation for the acceptance, do we have the necessary hardware in place to implement the project, user training, the warranty, and inquired if other options/phone systems were entertained. Mr. Rios and Mr. Kimble responded to questions of the Board.

Direction Given: bring the item back after addressing all concerns of the Board.

Recessed

10:51 AM Chair Smallcombe recessed the meeting for a brief break and reconvened at 11:00 AM.

RESULT: DIRECTION GIVEN

8. **Administration 2022-ORD-1175**

Rescind Ordinance 2022-1172; Waive the Second Reading and Adopt an Ordinance Titled "County Office Hours and Holidays", Which Will Rescind and Replace Title 2.64 of Mariposa County Ordinance Code Regarding County Office Hours and Holidays

Mr. Kimble presented the staff report. No public comment.

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

9. **Board of Supervisors (ID # 12962)**

Discussion and Direction Regarding Board of Supervisors Salaries (Supervisor Long)

RESULT: WITHDRAWN

10. **Clerk of the Board of Supervisors (ID # 12956)**

Receive Tracking List of Open Minute Orders

Danielle Bondshu/Deputy Clerk of the Board II gave the staff report. No public comment.

RESULT: INFORMATION RECEIVED

J. Items removed from Consent Agenda

None.

K. Closed Session

No public comment.

1. **Board of Supervisors (ID # 12757)**

CLOSED SESSION: Public Employee Performance Evaluation; Position of Employee Under Review: Planning Director

RESULT: CLOSED SESSION HELD

Chair Smallcombe announced the second closed session item K2 will be held after item M.1/Requested FY 22-23 Budget and she will report out on both closed sessions once they have been held.

12:55 PM Chair Smallcombe recessed the meeting for lunch.

L. Board Information

None.

M. 2:00 PM Reconvene

1. **Administration (ID # 12781)**

Receive Fiscal Year 2022-23 Budget Requests from Administration, Ag Comm, UCCE, Assessor, Auditor, Building, Child Support Services, Clerk of the Board, County Counsel, District Attorney, Library, and Treasurer

Dallin Kimble provided a PowerPoint overview regarding the Budget Process. Leigh Westerlund/Assistant County Administrative Officer presented the requested budgets for Administration. Walter Wall/District Attorney presented the requested budget for his department noting that he would like to unfreeze positions that were vacant going into the COVID-19 pandemic. Mr. Kimble presented the requested budget for Child Support Services. Keith Williams/Interim Clerk of the Board presented the requested budget for the Board of Supervisors. No public comment at this point.

3:46 PM Chair Smallcombe recessed the meeting for a brief break and reconvened at 3:55 PM.

Luis Mercado/Auditor presented the requested budget for his department noting that County Service Area 3 (CSA3) fire equipment lease is being paid off and CSA 3 will be discontinued. Keith Williams/County Clerk/Treasurer/Tax Collector presented the requested budget for his department. Fadzayi Mashiri/Farm Advisor presented the requested budget for her department noting that staff numbers have tripled due to grant funds, and they are now running out of office space. No public comment at this point.

Monica Nielson/Agricultural Commissioner/Sealer of Weights and Measures presented the requested budget for her department. Vince Kehoe/Assessor - Recorder presented the requested budget for his department. Luis Mercado/Auditor presented the requested budget for his department. Steven W. Dahlem/County Counsel presented the requested budget for his department noting increased revenue for costs of county counsels contracted out to other entities. Debra Willis/Interim Building Director presented requested budget for her department.

RESULT: MEETING COMPLETED

N. Continued Closed Session

1. **Administration/Human Resources (ID # 12970)**

CLOSED SESSION: Public Employment, Title or Position to be Filled: (Government Code Section 54957 (B) (1)); Clerk of the Board

No public comment.

RESULT: CONTINUED TO NEW DATE Next: 5/24/2022 9:00 AM

Report Out

Chair Smallcombe reported that Information was received, and Direction was given for the Closed Session item K1, and Closed Session item K2 will be postponed and brought back to the Board on May 24, 2022.

Supervisor Tom Sweeney announced that he is submitting his resignation from the Board of Supervisors due to health issues, and his last day will be May 31, 2022.

O. Adjournment

5:16 PM Chair Smallcombe adjourned the meeting in memory of Alexander Stanners, Sandra Semtner, Lynn Lawrence Wilson, Tami Owen and Carol Chastain.

Respectfully submitted,

Tracy Gauthier
Deputy Clerk of the Board II

Rosemarie Smallcombe
Chair, Board of Supervisors

MARIPOSA COUNTY

Health and Human Services · (209) 966-2000

RESOLUTION - ACTION REQUESTED 2022-278

MEETING: May 10, 2022

TO: The Board of Supervisors

FROM: Joe Lynch, Health & Human Services Agency Director

RE: Continue a Shelter Crisis Local Emergency in Mariposa County

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

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

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

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

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

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

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

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

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

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

MARIPOSA COUNTY

Administration · 966-3222

RESOLUTION - ACTION REQUESTED 2022-282

MEETING: May 10, 2022

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Ratify Letter of Support for AB 1773

RECOMMENDATION AND JUSTIFICATION:

Ratify a Letter of Support for AB 1773, Which restores funding for the California Land Conservation Act (Williamson Act).

The Williamson Act enables local governments to enter into contracts with private landowners for the purpose of restricting specific parcels of land to agricultural or related open space use. In return, landowners receive property tax assessments which are much lower than normal because they are based upon farming and open space uses as opposed to full market value. The program has provided for the protection of over 16.5 million acres in California - constituting nearly one-third of all privately owned land.

Ultimately, the Williamson Act was intended to provide a mutually beneficial partnership between the state, local governments, and landowners alike, by allowing counties to receive a partial replacement of their foregone property tax from the land enrolled in the program. However, local governments engaged in the program have not been paid since 2009, since it was eliminated in the 2009-10 budget act, and replaced with subventions for properties ranging between $35 million and $39 million.

The legislative platform supports funding for infrastructure investment and rural county access to infrastructure funds. Accordingly, this letter was signed and sent and is now presented for board ratification.

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

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

ATTACHMENTS:
AB 1773 Letter of Support (PDF)

REF ID# 12949

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

Mariposa County Board of Supervisors

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

DALLIN KIMBLE
County Administrative Officer

RENÉ LAROCHE
Clerk of the Board

P. O. Box 784
Mariposa, CA 95338
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(800) 736-1252
Fax (209) 966-5147
www.mariposacounty.org/board

Attachment: AB 1773 Letter of Support (RES-2022-282 : Ratify Letter of Support for AB 1773)

March 18, 2022

The Honorable Jim Patterson
Assemblyman 23rd District
Capitol Office, State Capitol
PO Box 942849
Sacramento, CA 94249-0023

Re: AB 1773 (Patterson) Williamson Act: subvention payments: appropriation. Mariposa County – Notice of Support

Dear Assembly Patterson:

On behalf of the County of Mariposa, I write in support of AB 1773 (Patterson), which restores funding for the California Land Conservation Act (Williamson Act).

The Williamson Act enables local governments to enter into contracts with private landowners for the purpose of restricting specific parcels of land to agricultural or related open space use. In return, landowners receive property tax assessments which are much lower than normal because they are based upon farming and open space uses as opposed to full market value. The program has provided for the protection of over 16.5 million acres in California – constituting nearly one-third of all privately owned land.

Since the end of regular Williamson Act subvention payments in 2009, rural counties like Mariposa have been forced to choose between the open space that is an integral part of California's character and the property taxes necessary to support local law enforcement, fire response, and other essential services. Some communities, unable to do both, have already stopped accepting new Williamson Act agreements.

As the price for land drastically grows in the state and landowners become increasingly tempted to parcel and subdivide crucial farmland and open space, the Williamson Act provides enticing benefits for the preservation of open space areas – which in turn benefits California's environmental and agricultural systems, and Counties.

Ultimately, the Williamson Act was intended to provide a mutually beneficial partnership between the state, local governments, and landowners alike, by allowing counties to receive a partial replacement of their foregone property tax from the land enrolled in the program. However, local governments engaged in the program have not been paid since 2009, since it was eliminated in the 2009-10 budget act, and replaced with subventions for properties ranging between $35 million and $39 million.

The County of Mariposa urges the Legislature and the Governor to restore the repayment of foregone property taxes to counties and landowners that enter into these critical partnerships by reinstating the Williamson Act Subvention Program in the 2022-2023 State Budget, as AB 1773 directs.

Sincerely,

Rosemarie Smallcombe, Chair
Mariposa County Board of Supervisors

Attachment: AB 1773 Letter of Support (RES-2022-282 : Ratify Letter of Support for AB 1773)

MARIPOSA COUNTY

Administration · 966-3222

RESOLUTION - ACTION REQUESTED 2022-283

MEETING: May 10, 2022

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Approve Contract with DLT Solutions for PaaS Add-On for Oracle ERP Software

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RECOMMENDATION AND JUSTIFICATION:
Approve an Agreement for a Program as a Service (PaaS) Add-On with DLT Solutions for Oracle Enterprise Resource Planning (ERP) Software in an Amount Not To Exceed $6,241; and Authorize the Board of Supervisors Chair to Sign the Agreement.

In the course of the implementation it has become clear that a patch was required to enable the ERP to connect with the Health and Human Services Agency's (HHSA's) state reporting database C-IV. HHSA manages a large and complex amount of data and the connection with state reporting databases is a critical component. Without the PaaS software patch, staff would be required to continue to spend several hours each day reviewing, updating and reporting on Mariposa County data to the state.

The PaaS software will enable other seamless connections with other systems down the road, so it will benefit other departments and functions within the county as well.

This is the annual renewal for this PaaS contract.

The format of the agreement, scope of work and cost estimate are dictated by the vendor. Page numbers and exhibits do not follow Mariposa County conventional formatting. All required pages and agreement terms are included in the attached agreement.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
Resolution 2021-182: Approve Contract with DLT Solutions for PaaS Add-On for Oracle ERP Software

Resolution 2020-234: Approve Enterprise Resource Planning (ERP) Agreement with Graviton Consulting and Oracle; and Authorize Board of Supervisors Chair to Sign

Resolutions 2020-283: Ratify Contract Signature for Enterprise Resource Planning ERP with DLT for Oracle Software

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Do not approve and HHSA staff will not be able to use the patch that we purchased and built returning to their earlier practice of spending several hours each day reviewing and updating data to be submitted to the state C-IV database reporting system.

FINANCIAL IMPACT:
Sufficient funds in the budget to cover this amount

ATTACHMENTS:
DLT Price Quote (PDF)

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

Price Quotation

Quote: 5059172
Reference: 1673618
Date: 04/26/2022
Expires: 05/26/2022

To: Leigh Westerlund
Mariposa County (CA)
5100 Bullion Street 2nd Floor
PO Box 784
Mariposa, CA 95338

Phone: (209) 742-4567
Fax:
Email: lwesterlund@mariposacounty.org

From: Brandon Westerfeld
DLT Solutions, LLC
2411 Dulles Corner Park
Suite 800
Herndon, VA 20171

Phone: (703) 773-8967
Fax:
Email: brandon.westerfeld@dlt.com

#	DLT Part No.	MFG Part No.	Contract	Qty	Unit Price	Ext. Price
	NOTE					
	Oracle's Public Sector Cloud Services Agreement Terms will govern this transaction, in addition to DLT Quote 5059172 Additional End User Terms.					
1	9891-320410	B88206	OM	1	$6,241.00	$6,241.00
	Oracle PaaS and IaaS Universal Credits Service Period 12 Months Total Credit Value: $6,241 **PoP:** 4/28/2022 **through** 4/27/2023					

Total $6,241.00

Contract Number: OPEN MARKET
DUNS #: 78-646-8199
Federal ID #: 54-1599882
CAGE Code: 0S0H9
FOB: Destination
Terms: Net 30 (On Approved Credit)
DLT accepts VISA/MC/AMEX

UNLESS CONTROLLED BY AN EXISTING RESELLER PARTNER AGREEMENT OR OTHER WRITTEN CONTRACTUAL AGREEMENT BETWEEN YOU AND DLT, THIS QUOTE AND ANY RESULTING AWARD OR ORDER IS SUBJECT TO THE TERMS AND CONDITIONS POSTED AT HTTPS://WWW.DLT.COM/PRODUCTS/CLIENT-COMMERCIAL-LICENSES. THESE TERMS CONTROL THE TERMS OF SALES AS WELL AS THE END USER'S USE OF THE PRODUCTS AND/OR SERVICES INCLUDED IN THIS QUOTE. BUYER IS DIRECTED TO INCORPORATE (BY REFERENCE) THIS QUOTE IN ANY RESULTING AWARD OR ORDER. THE TERMS AND CONDITIONS AT THE ABOVE LINK ARE THE ONLY CONTROLLING TERMS THAT WILL APPLY TO A RESULTING ORDER AND THE USE OF THE PRODUCTS AND/OR SERVICES INCLUDED IN THIS QUOTE. ANY ADDITIONAL OR INCONSISTENT TERMS ON BUYER'S ORDER THAT IN ANY WAY, MODIFY, ALTER OR NEGATE THE TERMS OF SALE OR THE MANUFACTURER'S END USER LICENSE AGREEMENT WILL NOT BE BINDING ON DLT OR ITS MANUFACTURERS AND SHALL NOT APPLY UNLESS SPECIFICALLY AGREED TO IN WRITING BY DLT AND THE MANUFACTURER. NO RETURNS ARE AUTHORIZED OF THE PRODUCTS AND/OR SERVICES INCLUDED IN THIS QUOTE. THE PRODUCTS AND/OR SERVICES INCLUDED IN THIS QUOTE ARE NONRECOURSE, NONCANCELLABLE, AND NON-RETURNABLE UNLESS EXPLICITLY AGREED TO IN WRITING BY DLT.

Attachment: DLT Price Quote (RES-2022-283 : Approve Contract with DLT Solutions for PaaS Add-On for Oracle ERP Software)

A TECH DATA COMPANY

Price Quotation

Quote: 5059172
Reference: 1673618
Date: 04/26/2022
Expires: 05/26/2022

PLEASE REMIT PAYMENT TO:	ACH: DLT Solutions, LLC Bank of America ABA # 111000012 Acct # 4451063799	-OR-	Mail: DLT Solutions, LLC P.O. Box 743359 Atlanta, GA 30374-3359

Customer orders subject to applicable sales tax.

Documentation to be submitted to validate Invoice for payment:
a. Authorized Services shall be invoiced with a corresponding time report for the period of performance identifying names, days, and hours worked.
b. Authorized reimbursable expenses shall be invoiced with a detailed expense report, documented by copies of supporting receipts.
c. Authorized Education or Training shall be invoiced with a Report identifying date and name of class completed, and where applicable the name of attendees.

The Quote Number referenced above incorporates Oracle's Technical Support Policies located at: http://www.oracle.com/us/support/policies/index.html. Issuance of an order pursuant to this quote is acknowledgement and acceptance of these terms and conditions. Please reference and incorporate this Quote Number on your purchase order.

Attachment: DLT Price Quote (RES-2022-283 : Approve Contract with DLT Solutions for PaaS Add-On for Oracle ERP Software)

MARIPOSA COUNTY

Administration/Human Resources · 966-3222

RESOLUTION - ACTION REQUESTED 2022-284

MEETING: May 10, 2022

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Correct Salary for Supervising Probation Officer and Approve a Side Letter of Agreement with the SMA

RECOMMENDATION AND JUSTIFICATION:
Effective March 1, 2022, approve a monthly salary range correction of $6,736.82 - $8,188.28 for the Supervising Probation Officer classification; approve a Side Letter of Agreement with the Sheriff's Management Association (SMA) to recognize this unit as the Recognized Employee Organization for the Supervising Probation Officer classification and designate an education incentive plan and legal holidays to the classification; and authorize the Board of Supervisors Chair to sign the Side Letter of Agreement.

On February 22, 2022, the Board of Supervisors approved a new classification of Supervising Probation Officer at a monthly salary range of $6,494.41 - $7,896.05 and allocated the position to the Probation Department, which was filled on March 1, 2022. The Chief Probation Officer's original intent was to align the salary with the Sheriff's Sergeant-Patrol classification, which is appropriate as these two positions share similar responsibilities in the hierarchy of the departments as first-line peace officer supervisors. The requested salary range that was approved did not include the negotiated increase that went into effect on January 1, 2022. Therefore, staff recommends adjusting the monthly salary range of the Supervising Probation Officer classification to correct the oversight.

The SMA unit agrees with modifying the Memorandum of Understanding to recognize the Supervising Probation Officer classification and appropriately assign an education incentive plan and legal holidays. This Side Letter of Agreement memorializes that agreement, and it is recommended that the Side Letter is approved to formalize the agreement between the County and the SMA unit.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
On February 22, 2022, the Board of Supervisors approved the new classification of Supervising Probation Officer with an incorrect requested salary range, assigned the classification to the SMA unit, and allocated the position to the Probation Department. The Board has previously approved similar Side Letters of Agreement in the past.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve the recommended salary correction, or approve a different range. Do not approve the Side Letter or amend and approve. However, a negative action would result in the Supervising Probation Officer salary not being aligned with the similar level of Sheriff's Sergeant-Patrol classification as intended by the department head, and certain benefits would be unclear in the SMA MOU pertaining to the new classification.

FINANCIAL IMPACT:
Affected department will bring budget action back to the Board for approval.

ATTACHMENTS:
SMA Side Letter of Agreement re Supervising Probation Officer 2022 (PDF)

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

SIDE LETTER OF AGREEMENT BETWEEN THE COUNTY OF MARIPOSA AND THE SHERIFFS' MANAGEMENT ASSOCIATION

This Side Letter of Agreement is made a part of and incorporated into the Memorandum of Understanding dated January 1, 2022 through December 31, 2024 by and between the County of Mariposa and the Sheriffs' Management Association.

WHEREAS, on February 22, 2022, the Board of Supervisors approved a new classification of Supervising Probation Officer and assigned the new classification to the Sheriffs' Management Association (SMA); and

WHEREAS, representatives of the SMA were informed of the new Supervising Probation Officer classification prior to the Board's approval, and agreed to modify the SMA unit by adding the Supervising Probation Officer classification into the unit; and

WHEREAS, representatives of the SMA agreed to further modify the SMA unit by designating an education incentive plan, and legal holidays to the Supervising Probation Officer classification;

NOW, THEREFORE, effective March 1, 2022, the parties agree to the following:

1. To recognize the SMA as the recognized employee organization of the regular, full-time classification of Supervising Probation Officer.

2. The education incentive plan in Section 6.5.5 of the SMA MOU applies to the Supervising Probation Officer classification.

3. The Supervising Probation Officer classification shall be subject to the holiday schedule outlined in Section 9.2 of the SMA MOU.

FOR THE COUNTY:

_____
Rosemarie Smallcombe, Chair
Mariposa County Board of Supervisors

Date: _____

FOR THE UNION:

_____
Mike Charman, President
Sheriffs' Management Association

Date: _____

APPROVED AS TO FORM:

_____
Steven W. Dahlem, County Counsel

Attachment: SMA Side Letter of Agreement re Supervising Probation Officer 2022 (RES-2022-284 : Correct Salary for Supervising Probation

MARIPOSA COUNTY

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

RESOLUTION - ACTION REQUESTED 2022-285

MEETING: May 10, 2022

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, 2022, through June 30, 2023. The total rent cost per month will be $550.00 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 fully funded with State and Federal Grant Funds. No General Fund dollars will be used.

ATTACHMENTS:
Scan of 5080 Jones Street Lease 2022-2023-Updated 5/3/22 (PDF)

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

Attachment: Scan of 5080 Jones Street Lease 2022-2023-Updated 5/3/22 (RES-2022-285 : Approve Lease Agreement for Victim Witness-5080

LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into in the County of Mariposa, State of California, as of July 1, 2022, 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 Five Hundred and Fifty Dollars ($550) per month. **LESSOR** agrees to lease the real property described above commencing on the 1st day of July 2022 and terminating on 30th of June 2023. 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 5080 Jones Street Lease 2022-2023-Updated 5/3/22 (RES-2022-285 : Approve Lease Agreement for Victim Witness-5080

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 5080 Jones Street Lease 2022-2023-Updated 5/3/22 (RES-2022-285 : Approve Lease Agreement for Victim Witness-5080

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 5080 Jones Street Lease 2022-2023-Updated 5/3/22 (RES-2022-285 : Approve Lease Agreement for Victim Witness-5080

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 5080 Jones Street Lease 2022-2023-Updated 5/3/22 (RES-2022-285 : Approve Lease Agreement for Victim Witness-5080

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:

Rosemarie Smallcombe, Chairwoman
Mariposa County Board of Supervisors

ATTEST:

Keith Williams
Interim Clerk of the Board

APPROVED AS TO FORM:

STEVEN W. DAHLEM
County Counsel

Attachment: Scan of 5080 Jones Street Lease 2022-2023-Updated 5/3/22 (RES-2022-285 : Approve Lease Agreement for Victim Witness-5080

MARIPOSA COUNTY

Health and Human Services · (209) 966-2000

RESOLUTION - ACTION REQUESTED 2022-286

MEETING: May 10, 2022

TO: The Board of Supervisors

FROM: Joe Lynch, Health & Human Services Agency Director

RE: Approve First Amendment to Agreement with Ranch Fence, Inc.

RECOMMENDATION AND JUSTIFICATION:
Approve First Amendment to Agreement with Ranch Fence, Inc. Increasing the Amount by $5,000 for a new amount not to exceed $15,000 and extending the term of the agreement through July 31, 2022; and Authorize the Board of Supervisors Chair to Sign the Amendment.

The purpose of the agreement is to provide temporary fence attachment at the Frank Wilson Road encampment. Due to an uncertain timeline regarding demobilization of the encampment, an amendment is required to ensure that resources are available to meet the county mandate for this site.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
Board of Supervisors does not have a prior history with Ranch Fence for this specific purpose.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve. The county runs the risk of having insufficient resources in place to meet the requirements for the encampment.

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

ATTACHMENTS:
Ranch Fence 2022 - Wsignatures - Res. # DH 02.23.2022 (PDF)
First Amendment-Ranch Fence Agreement 2022 (PDF)

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

REF ID# 12911

AGREEMENT ROUTING SHEET

To: *Danielle Bondshu or Tracy Gauthier* **Dept.:** *Clerk of the Board* **Date:** 02/23/2022

From: Beth Rose **Agreement with:** Ranch Fence

Section 1: TYPE OF PROCESSING REQUESTED: *(Complete all Section 1. fields.)*

1) Is this a digital signature request? **Yes** ☒ **No** ☐ *(If No, please provide two original copies signed by vendor.)*

2) Is this the standard County Agreement Form? **Yes** ☒ **No** ☐ *If No, please answer the following question:*

a. Has this non-standard agreement been vetted by County Counsel? Yes ☐ **No** ☐
(If Yes, provide approval to COB via email. If No, see instructions below. **Non-standard agreements will NOT be processed without County Counsel's approval.**)

Section 2: VENDOR AND AGREEMENT TYPE *(Complete all Section 2. fields.)*

Vendor Signator & Title: Jarrod Twiss, Vice-President *(Name of person signing the agreement, and their title)*
Vendor Email: estimating@ranchfenceinc.com *(Email of signee)*

For: Fence Installation Service *(Provide a brief description of the service provided or product purchased, i.e. "Police service dog training", "Annual Senior Health Fair", etc.)*
Term: 5/4/2021 - 5/3/2022 *(Enter beginning "to" end. Must be 1 year or less for DH or CAO agreements.*

Is this an Amendment to an Agreement? Yes ☐ **No** ☒
(If Yes, attach copies of all prior amendments, *AS WELL* as the initial agreement.) (not if a MT Item)

Section 3: PURCHASING AUTHORIZATION *(Complete the appropriate Section 3. field.)*

☐ **BOARD ACTION** M/Traq ID # or Res No.: _____ Scheduled Date: _____ (if electronic version do not include MT face sheet)

☒ **PURCHASING CODE (CAO or Department Heads - County Code Chapter 3.08):**

☒ $10,000 **DEPARTMENT HEADS, Under $10,000 (**MCC Section 3.08.050):
Assistant Purchasing Agents (Department Heads) are authorized to obtain services, supplies and equipment; (Amount limited to what is budgeted and must be a one year, or less, contract term.) ***(May not purchase or lease real property or storage space without the Purchasing Agent's approval.)***

☐ $_____ **CAO as Purchasing Agent, Under $50,000** (MCC Section 3.08.090):
(Amount limited to what is budgeted and must be a one year, or less, contract term.)

☐ **INDEMNIFICATION AGREEMENTS (Res. 05-117 and 04-346)** $_____

☐ **INTERDEPARTMENTAL AGREEMENTS & MOUs** _____

DIGITAL SIGNATURE INSTRUCTIONS

A. DH/CAO Approvals:

- **If using the UNCHANGED County agreement template, proceed with routing to Clerk of the Board.**
- **If using vendor supplied agreements, or MODIFIED County Agreement template:**
  1) Email to County Counsel's Office for vetting first (without routing slip.)
  2) After approval by County Counsel, submit to Clerk of the Board's Office WITH email or other verification of County Counsel's approval, and a completed routing sheet.

B. BOARD Items:

- **Email a digital version of the agreement** *(indicating the pages needing to be signed)* **and this routing sheet to the Clerk of the Board's Office.**

ROUTING

- **HARD COPIES:** Route agreements and routing sheet via interoffice mail to Tracy or Danielle in the COB Department.
- **DIGITAL COPIES:** Combine agreement and new routing slip into one PDF document and email to Danielle (dwardle@mariposacounty.org) and Tracy (tgauthier@mariposacounty.org) in the COB's Office for procurement of signatures.

Attachment: Ranch Fence 2022 - Wsignatures - Res. # DH 02.23.2022 (RES-2022-286 : Approve First Amendment to Agreement with Ranch

AGREEMENT FOR FENCE INSTALLATION SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this 23rd day of February, 20 22, by and between the County of Mariposa, a political subdivision of the State of California, ("County"), and Ranch Fence, Inc. ("Contractor"), pursuant to the following terms and conditions.

W I T N E S S E T H:

1. TERM

The term of this Agreement shall commence on May 4, 2021 and terminate on May 3, 2022 unless extended as provided by this Agreement.

2. SERVICES

Contractor shall perform fence installation service as described in Exhibit A, "Scope of Work and Cost Proposal," which is attached hereto and incorporated herein by reference. Contractor shall provide all staffing and materials necessary to perform the Scope of Work.

3. COMPENSATION

Contractor shall be compensated for services performed in an amount not to exceed $10,000 as set forth in Exhibit A, 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 $1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

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

Attachment: Ranch Fence 2022 - Wsignatures - Res. # DH 02.23.2022 (RES-2022-286 : Approve First Amendment to Agreement with Ranch

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

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

B. OTHER INSURANCE PROVISIONS

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

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

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

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

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

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

Attachment: Ranch Fence 2022 - Wsignatures - Res. # DH 02.23.2022 (RES-2022-286 : Approve First Amendment to Agreement with Ranch

coverage required by this clause. All certificates and endorsements are to be received and approved by County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive Contractor's obligation to provide them. County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

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

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

5. HOLD HARMLESS/INDEMNIFICATION

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

6. INDEPENDENT CONTRACTOR

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

7. PUBLIC EMPLOYEES RETIREMENT SYSTEM (CALPERS)

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

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:

Attachment: Ranch Fence 2022 - Wsignatures - Res. # DH 02.23.2022 (RES-2022-286 : Approve First Amendment to Agreement with Ranch

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:
Ranch Fence, Inc.
5071 Cole Road
Mariposa, CA 95338

COUNTY:
County of Mariposa
5362 Lemee Lane
P.O. Box 99
Mariposa, CA 95338

12. COMPLIANCE

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

Attachment: Ranch Fence 2022 - Wsignatures - Res. # DH 02.23.2022 (RES-2022-286 : Approve First Amendment to Agreement with Ranch

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

14. ENTIRE AGREEMENT AND MODIFICATION

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

15. ENFORCEABILITY AND SEVERABILITY

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

16. TERMINATION AND RIGHTS UPON TERMINATION

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

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

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

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17. NO WAIVER

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

18. DISPUTES

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

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

19. CAPTIONS

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

20. NUMBER AND GENDER

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

21. MANDATORY AND PERMISSIVE

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

22. SUCCESSORS AND ASSIGNS

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

23. COUNTERPARTS/ELECTRONIC, FACSIMILE, AND PDF SIGNATURES

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

Attachment: Ranch Fence 2022 - Wsignatures - Res. # DH 02.23.2022 (RES-2022-286 : Approve First Amendment to Agreement with Ranch

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: Ranch Fence 2022 - Wsignatures - Res. # DH 02.23.2022 (RES-2022-286 : Approve First Amendment to Agreement with Ranch

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

69BB44FA781

ZorroSign

Joe Lynch, Acting Director
Health and Human Services Agency

CONTRACTOR

69BB44FA78B

ZorroSign

Jarrod Twiss, Vice-President
Ranch Fence, Inc.

APPROVED AS TO LEGAL FORM:

69BB44FA777

Steven W. Dahlem

ZorroSign

Steven W. Dahlem
County Counsel

Attachment: Ranch Fence 2022 - Wsignatures - Res. # DH 02.23.2022 (RES-2022-286 : Approve First Amendment to Agreement with Ranch

Exhibit A
SCOPE OF WORK AND COST PROPOSAL

The following is an estimate for each six month period.

Description	Qty	Rate	Amount
Temporary Fence: Approximately 650' of chain link rental panels with stands. 6-month contract at $4.00 per foot. Damaged panels will be billed out at $110.00 per panel; damaged stands will be billed out at $45.00 per stand. Panels can not leave property or be moved by anyone other than Ranch Fence Inc. Note: Panels are considered to be in new or like new condition, welds will not be broken, rails will not be bent, and wire will not be torn or broken. Panels will be an industry standard grade of "A".	650.00	$4.00	$2,600.00
RENTAL TERM IS SIX-MONTHS. THERE WILL BE NO PRORATING. THIS AGREEMENT IS NON-TRANSFERABLE.			
Minimum charge per trip $250.00. Repairs, relocations and partial removals will be charged at the current hourly rate of $90.00 per man per hour. All materials remain the sole property of Ranch Fence Inc, and are not to be removed or relocated by any other entity. Materials removed or relocated by others may be considered damaged and charged at replacement costs. Customer is responsible for repair to asphalt or concrete. Customer is responsible for damaged or lost fencing during the rental period and the following replacement costs are agreed to by the customer. Fabric $3.15 per linear foot, Posts $15.00 each., Gate Leaf $150.00, Ea. 10'X 6' Panel $110.00 each, and Panel Strands $45.00 each.			
Temporary Fence Panel Pickup	1.00	$550.00	$550.00
Panels set up and on Frank Wilson Rd at the encampment. Contract will not automatically renew after 6-month period.			
Promotional Discount – REPEAT CUSTOMER		-$200.00	-$200.00
TOTAL			**$2,950.00**
Payments/Credits			**$0.00**
Balance Due			**$2,950.00**

The total amount for this agreement is not to exceed $10,000.

Attachment: Ranch Fence 2022 - Wsignatures - Res. # DH 02.23.2022 (RES-2022-286 : Approve First Amendment to Agreement with Ranch

Attachment: First Amendment-Ranch Fence Agreement 2022 (RES-2022-286 : Approve First Amendment to Agreement with Ranch Fence, Inc.)

FIRST AMENDMENT TO AGREEMENT FOR FENCE INSTALLATION SERVICES

THIS FIRST AMENDMENT TO AGREEMENT FOR FENCE INSTALLATION SERVICES, is made and entered into this _____ day of _____20__, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as **"County,"** and Ranch Fence, Inc., hereinafter referred to as **"Contractor."**

WHEREAS, County and **Contractor** have heretofore entered into an Agreement dated February 23, 2022, wherein **Contractor** agreed to provide fence installation services; and

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

1. Paragraph 1, "TERM," is hereby amended to extend the term of the Agreement to July 31, 2022.

2. Paragraph 3, "COMPENSATION," is hereby amended to provide that an additional $5,000 will be added to the original amount of $10,000, making the total compensation paid to **Contractor** the not to exceed amount of $15,000.

Except as herein amended, the Agreement dated February 23, 2022 shall remain in full force and effect.

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

COUNTY OF MARIPOSA	CONTRACTOR
_____	_____
Rosemarie Smallcombe, Chair Board of Supervisors	Jarrod Twiss, Vice-President Ranch Fence, Inc.
COUNTERSIGNED: *(Government Code §25103)*	APPROVED AS TO FORM:
_____	_____
Keith Williams Interim Clerk of the Board	Steven W. Dahlem County Counsel

Attachment: First Amendment-Ranch Fence Agreement 2022 (RES-2022-286 : Approve First Amendment to Agreement with Ranch Fence, Inc.)

MARIPOSA COUNTY

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

RESOLUTION - ACTION REQUESTED 2022-287

MEETING: May 10, 2022

TO: The Board of Supervisors

FROM: Joe Lynch, Health & Human Services Agency Director

RE: Agreement with American Indian Council to Operate the Mi Wu Mati Healing Center

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RECOMMENDATION AND JUSTIFICATION:
Approve an Agreement with the American Indian Council of Mariposa to provide mental health services in an amount not to exceed $118,990; and authorize the Board of Supervisors Chair to sign the Agreement.

The Department wishes to renew the sub-contract with the American Indian Council of Mariposa to provide mental health services for local American Indians via the Mi Wu Mati Healing Center.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The current contract was approved by the Board on July 6, 2021, Resolution No. 2021-390.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
If this contract is not approved, the unique and reliable services of this facility would not be available to assist our local American Indians with mental health services.

FINANCIAL IMPACT:
The continuation of the Mental Health Block Grant to operate the Mi Wu Mati Healing Center was anticipated in the fiscal year 2022-2023 budget. This agreement is not to exceed $118,990. This cost of this agreement with American Indian Council of Mariposa will be reimbursed with grant funds, and there will be no impact on the County General Fund.

ATTACHMENTS:
AIC Agreement 2023 - April 12 2022v2 (PDF)

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

REF ID# 12889

Attachment: AIC Agreement 2023 - April 12 2022v2 (RES-2022-287 : Agreement with American Indian Council to Operate the Mi Wu Mati

AGREEMENT FOR COUNSELING SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 20__, by and between the County of Mariposa, a political subdivision of the State of California, ("County"), and American Indian Council ("Contractor"), pursuant to the following terms and conditions.

W I T N E S S E T H:

1. TERM

The term of this Agreement shall commence on July 1, 2022 and terminate on June 30, 2023 unless extended as provided by this Agreement.

2. SERVICES

Contractor shall perform counseling 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$118,990 as set forth in Exhibit B, "Cost Proposal," which is attached hereto and incorporated herein by reference. County shall pay Contractor within thirty (30) of receipt of an approved invoice.

4. INSURANCE

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

A. MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

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

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

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

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

B. OTHER INSURANCE PROVISIONS

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

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

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

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

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

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

Attachment: AIC Agreement 2023 - April 12 2022v2 (RES-2022-287 : Agreement with American Indian Council to Operate the Mi Wu Mati

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

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

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

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

5. HOLD HARMLESS/INDEMNIFICATION

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

6. INDEPENDENT CONTRACTOR

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

7. PUBLIC EMPLOYEES RETIREMENT SYSTEM (CALPERS)

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

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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;
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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:
American Indian Council
P.O. Box 186
Mariposa, CA 95338

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

12. COMPLIANCE

Contractor shall comply with all federal, state and local laws, codes, ordinances and regulations applicable to Contractor's performance under this Agreement, including, but not limited to, laws

related to prevailing wages. Specifically, Contractor shall not engage in unlawful employment 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.

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

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

Attachment: AIC Agreement 2023 - April 12 2022v2 (RES-2022-287 : Agreement with American Indian Council to Operate the Mi Wu Mati

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

18. DISPUTES

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

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

19. CAPTIONS

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

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

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

22. SUCCESSORS AND ASSIGNS

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

23. COUNTERPARTS/ELECTRONIC, FACSIMILE, AND PDF SIGNATURES

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

the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA, as amended from time to time. The CUETA authorizes use of an electronic signature for 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: AIC Agreement 2023 - April 12 2022v2 (RES-2022-287 : Agreement with American Indian Council to Operate the Mi Wu Mati

29. WARRANTY

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

30. FUNDING AVAILABILITY

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

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

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

COUNTY OF MARIPOSA	CONTRACTOR
_____	_____
Rosemarie Smallcombe, Chair Board of Supervisors	Sandra Chapman, Chairperson SSMN/AICMC Tribal Council
COUNTERSIGNED: *(Government Code §25103)*	APPROVED AS TO FORM:
_____	_____
Rene LaRoche Clerk of the Board	Steven W. Dahlem County Counsel

Attachment: AIC Agreement 2023 - April 12 2022v2 (RES-2022-287 : Agreement with American Indian Council to Operate the Mi Wu Mati

Exhibit A
SCOPE OF WORK

I. INTRODUCTION/BACKGROUND

American Indian Council operates a mental health and substance abuse program for adults, children and adolescents at the Mi Wu Mati Healing Center.

Mi Wu Mati Healing Center is a specially designed American Indian mental health program aimed at treating local American Indians within the context and value system of their cultural beliefs. Services include individual and family counseling, crisis counseling, support groups, community education and activities aimed at enhancing and promoting cultural ways through teaching traditional classes in Native American arts, crafts and plant recognition.

Mariposa County Health and Human Services Agency (County) will contract with American Indian Council for services provided by Mi Wu Mati and provide administrative oversight of the Healing Center.

II. TECHNICAL REQUIREMENTS

The following services will be performed by American Indian Council through Mi Wu Mati Healing Center to meet demands mentioned in Expected Outcomes listed below.

- Function as an outpatient mental health counseling service to children and adults with serious emotional problems from the Native American community.
- Provide outreach to 6-12 graders for afterschool pro social, prevention, harm reduction activities.
- Retain a licensed mental health counselor to Provide individual, family, group and crisis counseling services during regular business hours
- Offer planned community outreach, specifically American Indian cultural based psycho-educational group services for children and adults

County will perform the following tasks to meet demands mentioned in Expected Outcomes listed below.

- County will provide Mi-Wu Mati access to after-hours crisis services
- Support activities provided by Mi Wu Mati, such as promotion of wellness and educational opportunities for Native American youth

III. EXPECTED OUTCOMES

The continuation of service viability in the community as evidenced by increased participation by local American Indians in Mi Wu Mati sponsored activities and counseling.

Attachment: AIC Agreement 2023 - April 12 2022v2 (RES-2022-287 : Agreement with American Indian Council to Operate the Mi Wu Mati

Estimated Community Intervention/Education hours: 1,000

Projected Number of Clients to be Served Annually:

	AGE	#Served
Severely Mentally Ill	18-64 65 & Over	7 7
Severely Mentally Ill Sessions	18-64 65 & Over	295 133
Severely Emotionally Disturbed Unduplicated	0-17	3
Severely Emotionally Disturbed Sessions	0-17	84
Adult Dual Diagnosis Sessions		4
Youth Dual Diagnosis Sessions		1
Prevention Group Activities		52
Prevention Participants		1040

IV. DELIVERABLES/SCHEDULE

- Mi Wu Mati agrees to provide Monthly data reports on clients and session frequency to County

- Mi Wu Mati agrees to provide annual data reports to County. Annual reports must be sent by Mi Wu Mati to County no later than the 10th of May. Reports will be submitted and contain information for the period consistent with this agreement**.**

- Mi Wu Mati agrees to provide monthly fiscal reports/invoices to County for the purpose of reimbursement, no later than the 10th of the month for the previous month (i.e., submit October monthly fiscal report by November 10th).

V. APPLICABLE DOCUMENTS

Attachment: AIC Agreement 2023 - April 12 2022v2 (RES-2022-287 : Agreement with American Indian Council to Operate the Mi Wu Mati

Please see **Mental Health Block Grant Renewal Notice**.

VI. MONITORING THE PROGRESS

American Indian Council and Mariposa County Health and Human Services Agency agree that the performance of work will be monitored during the life of the agreement as follows:

- Formal meetings between Mi Wu Mati and County representatives will be held Monthly to monitor progress, discuss information in interim reports, and ensure compliance.
- Prior to payment, County will review invoices and monthly reports for compliance with statement of work.
- When AIC certifies as a Medi-Cal provider site, review of this MHBG contract will be scheduled to prevent duplication of services.

VII. HIPAA COMPLIANCE

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

Attachment: AIC Agreement 2023 - April 12 2022v2 (RES-2022-287 : Agreement with American Indian Council to Operate the Mi Wu Mati

Exhibit B
COST PROPOSAL

Amount to be paid to Contractor - **$118,990**

The contractor will be paid $118, 990 in 12 monthly payments of **$9915.82** for the provision of activities outlined in Exhibit A for client and community services.

Attachment: AIC Agreement 2023 - April 12 2022v2 (RES-2022-287 : Agreement with American Indian Council to Operate the Mi Wu Mati

MARIPOSA COUNTY

HHS/Community Services · (209) 966-2000

MEETING: May 10, 2022

TO: The Board of Supervisors

FROM: Joe Lynch, Health & Human Services Agency Director

RE: Area 12 Agency on Aging Advisory Council Resignation and Re-Appointment

---

RECOMMENDATION AND JUSTIFICATION:

Accept the Resignation of Sue Overstreet; and Reappoint Don Fox to the Area 12 Agency on Aging Advisory Council with a term Expiring May 3, 2026.

Ms. Overstreet has served on A12AA Advisory Council since her September 2020 appointment. On March 16, 2022 Ms. Overstreet provided notice of resignation from the Area 12 Agency on Aging via electronic mail. Upon acceptance of Ms. Overstreet's resignation, a Letter of Appreciation will be sent recognizing her service on this important advisory council.

During his current term on A12AA Advisory Council, Mr. Fox has worked intensely in identifying senior needs and issues within our community. He has expressed a commitment to continue representation of Mariposa County for another term. The A12AA Advisory Council is comprised of representatives from the five counties A12AA provides services; those counties are Alpine, Amador, Calaveras, Mariposa, and Tuolumne. The purpose of the Advisory Council is to advise the A12AA Governing Board; the term of appointment is four (4) years.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The Board has previously accepted the resignations and re-appointments of past council members.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Lack of acknowledgment to this resignation will create a missed opportunity to recognize a member of our community for their time and efforts. Lack of approval for the re-appointment would create an additional vacancy on the council roster.

ATTACHMENTS:

Agenda Item - No Resolution Requested 2022-54

Don Fox - A12AA Application Redacted (PDF)
Resignation Letter - Sue Overstreet - A12AA (PDF)

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

County of Mariposa

5100 Bullion Street
P.O. Box 784
Mariposa, CA 95338

(209) 966-3222

Application for Appointment to Mariposa County

BOARDS, COMMISSIONS AND COMMITTEES

http://www.mariposacounty.org/index.aspx?NID=119

Name of Board, Commission or Committee for which you are applying: Area 12 Agency on Aging

Supervisorial District in which you Reside: District 4

Length of Residency in the County: 48 years

INSTRUCTIONS

Completely fill out this form, sign and return to:

Clerk of the Board
5100 Bullion Street
P.O. Box 784
Mariposa, CA 95338

First Name: Donald

Last Name: Fox

Mailing Address: [redacted]

Email Address: [redacted]

Are you Over 18 Years of Age: Yes

Employment Status: retired

RECEIVED
APR 19 2022 AFH
HEALTH & HUMAN SERVICES
OF MARIPOSA COUNTY

Employer's Name: n/a

Employer's Address: n/a

Day Telephone Number: [redacted]

Cell Phone Number: [redacted]

Please explain why you wish to serve on this Board/Commission/Committee:
I wish to continue my Committee work with representing Mariposa County on aging issues

Please list prior/current appointments to other Boards/Commissions/Committees:
- Area 12 Agency on Aging
- Mariposa County Commission on Aging

NOTE: THIS DOCUMENT IS SUBJECT TO PUBLIC INSPECTION

Attachment: Don Fox - A12AA Application Redacted (2022-54 : Area 12 Agency on Aging Advisory Council Resignation and Re-Appointment)

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

- resident of Mariposa County for 48 years;
- Served on the Commission on Aging for over 10 years;
- Co-chaired a workshop for caregivers;
- Worked to contact persons over the age of 60 to
- assess need for assistance;
- Co-chaired a workshop for elder abuse;
- Consult with clients about standards for complying with the Americans with Disabilities Act (ADA)
- Mariposa County Affordable Housing committee

Do you, or any member of your immediate family, work for the County of Mariposa or hold a position that might conflict with your duties for this Board/Commission?

No If Yes, please explain:

Resumé Attached:	**Time(s) you have available to attend meetings (days, evenings, etc.):**	**Do you have transportation?**
No	8-5 Mon.-Fri.	Yes

PLEASE NOTE that once submitted, this document becomes a public record and is subject to all forms of public inspection including, but not limited to, display on the internet, and all public records requests.

I certify that the above information is true and correct, and I authorize the verification of the information in this application in the event I am a finalist for th appointment

Dated: April 18, 2022 Signature: [redacted]

NOTE: THIS DOCUMENT IS SUBJECT TO PUBLIC INSPECTION

Attachment: Don Fox - A12AA Application Redacted (2022-54 : Area 12 Agency on Aging Advisory Council Resignation and Re-Appointment)

Attachment: Resignation Letter - Sue Overstreet - A12AA (2022-54 : Area 12 Agency on Aging Advisory Council Resignation and Re-

May 3, 2022

Sue Overstreet
4852 Bear Valley Road
Mariposa, CA 95338

RE: Area 12 Agency on Aging (A12AA) Advisory Council

Dear Sue,

At the regular meeting on May 3, 2022 the Board of Supervisors took action and accepted your resignation from the A12AA Advisory Council. Your contributions and dedication to this board are greatly appreciated.

Enclosed is a certificate of appreciation signed by each member of the Board of Supervisors in recognition of your service to the community.

Thank you again for your time and service on the commission.

Sincerely,

Rosemarie Smallcombe, Board Chair
Mariposa County Board of Supervisors

Cc: Mariposa In-Home Supportive Services
Mariposa Human Services Department
File

MARIPOSA COUNTY

Planning · 209-966-5151

MEETING: May 10, 2022

TO: The Board of Supervisors

FROM: Sarah Williams, Planning Director

RE: PAC Member Removal (Merced River Trail Community Working Group)

RECOMMENDATION AND JUSTIFICATION:
Remove Nick Ross-Rhudy from the Merced River Trail Community Working Group (MRTCWG).

Action is recommended based on Section 4 of the MRTCWG's by-laws (Board Resolution No. 2021-661) which states, "If a member of the MRTCWG is absent without cause from three successive regular meetings of the Advisory Board, the office becomes vacant automatically. The Advisory Board shall immediately notify the Board of Supervisors of the vacancy so that advertising and recruitment of a replacement can commence."

Mr. Ross-Rhudy has not attended a MRTCWG meeting since September 2021 (there have been 5 meetings since this time) and multiple efforts to reach him (by both staff and the working group chair) have been unsuccessful.

As a result of this action, the working group will have one vacancy.

While appointments, term expirations and vacancies have been advertised according to the Maddy Act, this action will cause a notice of Special Vacancy to fill the remaining term of the vacated position.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
None related to this request to remove a member.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not remove member. It may be more difficult to obtain quorum at future meetings, and other interested members of the public lose an opportunity to become a voting member of the working group.
.

FINANCIAL IMPACT:
None

ATTACHMENTS:
220429 Vacancy Notice (PDF)

Agenda Item - No Resolution Requested 2022-55

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

Mariposa County

SARAH WILLIAMS
Planning Director

5100 Bullion Street
P.O. Box 2039
Mariposa, CA 95338
209-966-5151 FAX 209-742-5024
swilliams@mariposacounty.org
www.mariposacounty.org

NOTICE OF A VACANCY
MERCED RIVER TRAIL COMMUNITY WORKING GROUP (MRTCWG)

Qualified candidates should represent one or more of the following groups:

- Bureau of Land Management
- Yosemite National Park
- US Forest Service
- Merced Irrigation District
- Upper Merced River Watershed Council
- Sierra Foothill Conservancy
- Creative Placemaking Strategy Advisory Committee
- Historic Sites & Records Preservation Commission
- Representatives of other organizations & the general public, including trail advocates & outdoor recreation enthusiasts

The purpose and functions of the MRTCWG shall be to:

- Formulate, design, implement and participate in a public stakeholder engagement program to ensure appropriate participation in the development of the Merced River Trail Master Plan;

- Provide technical expertise in topic areas germane to the Merced River Trail Master Plan, including but not limited to: the trail's regulatory context; trail construction and maintenance; existing trail conditions; right of way acquisition; environmental conservation, including wildlife habitat and water quality issues; public health advocacy and promotion; cultural interpretation and conservation; community design and aesthetics; and trail programming;

- Support the work of staff and consultants in the conduct of fact finding and data gathering necessary to identify and negotiate significant coordinative and logistical hurdles in achieving the trail; recommend projects, programs, and policies needed to efficiently implement the community's vision for the trail; and ultimately realize the recommendations contained in the Merced River Trail Master Plan; and

- Provide periodic assessment, evaluation of, and feedback to the Board of Supervisors regarding the success of the Merced River Trail Master Plan.

Term: Vacancy will replace member whose current term expires February 28, 2023.

Attachment: 220429 Vacancy Notice (2022-55 : PAC Member Removal (Merced River Trail Community Working Group))

Persons interested in serving on the working group must apply to: **Clerk of The Board, PO Box 784 Mariposa, CA 95338. Applications may be obtained at the following locations: Planning Department Offices** Government Center 5100 Bullion Street; Mariposa, CA 95338 and on line at:

http://www.mariposacounty.org/DocumentCenter/View/39657

For more Information visit the County Website or contact: Mikey Goralnik, Community Development and Design Planner, Mariposa County Planning Department Telephone: (209) 742-2222; email: mgoralnik@mariposacounty.org

Posting Locations:

Mariposa County Library
Mariposa County Gov Center Display Board
Mariposa County Clerk's Office
Fish Camp Post Office
Greeley Hill Community Club
Hornitos Post Office
Lake Don Pedro Market
Midpines Post Office
El Portal Post Office
www.mariposacounty.org/planning
Wawona Post Office
Woodland Gas, Food, & Liquor
Yosemite Valley Post Office
Yosemite West Community Board
Bootjack Store
Catheys Valley Post Office
Coulterville Post Office
Mariposa County Planning

Posted: April 29, 2022

Deadline for submission: Open until filled.

Attachment: 220429 Vacancy Notice (2022-55 : PAC Member Removal (Merced River Trail Community Working Group))

MARIPOSA COUNTY

Public Works · 209-966-2498

RESOLUTION - ACTION REQUESTED 2022-288

MEETING: May 10, 2022

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works & Transportation

RE: Appoint, Re-Appoint Members of the Water Agency Advisory Board

---

RECOMMENDATION AND JUSTIFICATION:
Appoint Michael Martin to Represent an At-Large Position Filling an Unexpired Term Ending January 26, 2024; Appoint Art Baggett to Represent District I and Mark Rowney to Represent District IV with Terms Expiring April 26, 2025; and Re-Appoint John McCamman, Sonny Palmer and Robert Keller with Terms Expiring April 26, 2025 to the Water Agency Advisory Board.

Michael Martin was in District I prior to redistricting, he has expressed interest in continuing his work on the Water Agency Advisory Board. Due to redistricting, Mr. Martin is now located in District 4 which already has a representative on this committee, therefore Mr. Martin has agreed to be appointed to an at-large position with a three-year term.

With Michael Martin's Appointment to an At-Large Position this leaves District 1 vacant. Art Baggett has expressed an interest in filling this vacancy as a resident of District 1.

The purpose of the Water Agency Advisory Board is to recommend to the Water Agency Board of Directors the terms of any loan to be considered; investigates any grant requests, and make recommendations to the Board of Directors of the Water Agency with respect to the Merced Irrigation District (MID) Water Funds and Federal Energy Regulatory Commission (FERC) re-licensing process and surface and ground water issues.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board regularly appoints members to Boards, Commissions and Committees.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve, members will be in the wrong district, terms will expire and a vacancy will continue.

ATTACHMENTS:
Rowney Ap-Redacted (PDF)

REF ID# 12795

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

DIST 4

RECEIVED

FEB 24 2022

BOARD OF SUPERVISORS

County of Mariposa

5100 Bullion Street
P.O. Box 784
Mariposa, CA 95338

(209) 966-3222

Application for Appointment to Mariposa County BOARDS, COMMISSIONS AND COMMITTEES

http://www.mariposacounty.org/index.aspx?NID=119

Name of Board, Commission or Committee for which you are applying:
Mariposa County Water Agency Advisory Board

Supervisorial District in which you Reside: 4

Length of Residency in the County: 66 Years

INSTRUCTIONS

Completely fill out this form, sign and return to:

Clerk of the Board
5100 Bullion Street
P.O. Box 784
Mariposa, CA 95338

First Name: Mark

Last Name: Rowney

Mailing Address:

Email Address:

Are you Over 18 Years of Age: Yup

Employment Status: Retired

Employer's Name: PERS

Employer's Address:

Day Telephone Number:

Cell Phone Number:

Please explain why you wish to serve on this Board/Commission/Committee:
Was an Ex Officio member when working at Mariposa Public Utility District. Was involved in several water issues for the Mariposa PUD and Mariposa County for approx. 43 years.

Please list prior/current appointments to other Boards/Commissions/Committees:
Ex Officio member of the Advisory Board
Member of the Long Range Water Study Committee (a long time ago)

NOTE: THIS DOCUMENT IS SUBJECT TO PUBLIC INSPECTION

Last Modified: 11/ /2013

Attachment: Rowney Ap-Redacted (RES-2022-288 : Appoint, Re-Appoint Members of the Water Agency Advisory Board)

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

California State Licensed Water Treatment T-3, Water Distribution D-3, Wastewater treatment Grade 3
Mariposa Public Utility District Manager 1980 to 2020.
On negotiating team to settle Merced Irrigation District Vs Mariposa County
Previous Ex Officio Member of the Water Agency Advisory Board
Managed several Water facility construction projects

Do you, or any member of your immediate family, work for the County of Mariposa or hold a position that might conflict with your duties for this Board/Commission?

If Yes, please explain:

No

Resumé Attached:	Time(s) you have available to attend meetings (days, evenings, etc.):	Do you have transportation?
	Not available when in Wyoming about 3 months/year	Yes

PLEASE NOTE that once submitted, this document becomes a public record and is subject to all forms of public inspection including, but not limited to, display on the internet, and all public records requests.

I certify that the above information is true and correct, and I authorize the verification of the information in this application in the event I am a finalist for the appointment.

Dated: February 24, 2022 Signature:

NOTE: THIS DOCUMENT IS SUBJECT TO PUBLIC INSPECTION

Attachment: Rowney Ap-Redacted (RES-2022-288 : Appoint, Re-Appoint Members of the Water Agency Advisory Board)

MARIPOSA COUNTY

Public Works · 209-966-2498

RESOLUTION - ACTION REQUESTED 2022-289

MEETING: May 10, 2022

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

---

RECOMMENDATION AND JUSTIFICATION:
Authorize an Increase of Extra Help Hours to 1,300 at the Solid Waste Division Within the Public Works Department.

The Solid Waste Division is extremely short staffed. The increase in hours will help relieve the strain 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 for other positions.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
If not approved there will be overtime expenses.

FINANCIAL IMPACT:
No Financial Impact

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

REF ID# 12950

MARIPOSA COUNTY

Treasurer-Tax Collector-County Clerk ·

RESOLUTION - ACTION REQUESTED 2022-290

MEETING: May 10, 2022

TO: The Board of Supervisors

FROM: Keith Williams, Treasurer/Tax Collector

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 12, 2022.

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:
Request for Approval to Sell (PDF)
2022 SALE LIST FOR AGENDA (PDF)

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

REF ID# 12951

REQUEST FOR APPROVAL TO SELL TAX-DEFAULTED PROPERTY SUBJECT TO THE POWER OF SALE AT ANNUAL TAX AUCTION September 9, 2021

May10, 2022

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.

KEITH M. WILLIAMS
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 10th day of MAY 2022.

ATTEST:

_____ (seal)
Clerk of the Board of Supervisors

By _____
Deputy

Date: _____

SCO 8-02 (1-01)

Attachment: Request for Approval to Sell (RES-2022-290 : Tax Defaulted Sale)

2022 SALE LIST

For 5-Year Tax Defaulted Properties
Auction Scheduled for August 12, 2022

ITEM No.	ASMT LAST ASSESSEE MINIMUM BID	TAX ID/DEFAULT # Property Status	DOCUMENT # YEAR DEFUALTED
1	002-130-007-000 BORRERO, VINCENT 4949 MARY HARRISON MINE RD $41,986.37	DEF-130-000-010 LAND/IMPROVEMENTS SPECIAL ASSESSMENTS	2060330 2012/2013
2	002-220-019-000 PRINZ, GEOFFREY 10440 OAKRIDGE CT $17,179.66	DEF-150-000-026 LAND/IMPROVEMENTS SPECIAL ASSESSMENTS	20124945 2014/2015
3	003-220-010-000 LI, YONG NA 5617 DOGTOWN RD $21,959.70	DEF-160-000-041 LAND/IMPROVEMENTS SPECIAL ASSESSMENTS	20150561 2015/2016
4	004-100-044-000 POLZINE, BEATE 7016 RED FLAT RD $91,170.06	DEF-140-000-016 LAND/IMPROVEMENTS SPECIAL ASSESSMENTS	2093869 2013/2014
5	006-120-030-000 THOMPSON, WILLIAM/LORI 7480 HENNESS RIDGE RD $2,938.63	DEF-160-000-037 LAND ONLY SPECAIL ASSESSMENTS	896565 2015/2016
6	007-080-052-000 ADAMSON, ALIX 8321 HUNTERS VALLEY RD $9,187.60	DEF-150-000-022 LAND ONLY SPECIAL ASSESSMENTS	271/402 2014/2015
7	008-290-019-000 SALZER FAMILY 1985 TRUST 5669 SHERLOCK RD $4,772.78	DEF-140-000-011 LAND/IMPROVEMENTS SPECIAL ASSESSMENTS	279/456 2013/2014
8	012-080-042-000 BESACK, LOWELL, TR 4941 MT BULLION CUT-OFF RD $2,264.96	DEF-150-000-019 LAND ONLY SPECIAL ASSESSMENTS	2013782 2014/2015
9	012-120-024-000 ESCOBAR, BEN/ROSEANN 5078 AGUA FRIA RD $100,480.07	DEF-110-000-034 LAND ONLY SPECIAL ASSESSMENTS	2042973 2010/2011
10	014-360-015-000 RENFRO, ROBERT ROSS 13.3 *UNASSIGNED* $5,708.95	DEF-160-000-028 LAND ONLY SPECIAL ASSESSMENTS	933881 2015/2016
11	015-220-014-000 HULL, KIMBERLY 4847 WHITMORE DR $7,503.87	DEF-160-000-024 LAND/IMPROVEMENTS SPECIAL ASSESSMENTS	20131598 2015/2016
12	015-360-007-000 PACIFIC SUNRISE ASSOCIATES INC 75.7 *UNASSIGNED* $3,986.80	DEF-160-000-021 LAND ONLY SPECAIAL ASSESSMENTS	20150772 2015/2016
13	020-120-004-000 BATTO, JOSE H, TR LOT 7 *UNASSIGNED* $5,097.43	DEF-160-000-012 LAND ONLY SPECIAL ASSESSMENTS	2041478 2015/2016

Attachment: 2022 SALE LIST FOR AGENDA (RES-2022-290 : Tax Defaulted Sale)

Revised 4/28/2022

14	021-030-006-000 DREBIKA, MAMOUN N 10289 JALAPA WAY $7,980.73	DEF-160-000-011 LAND ONLY SPECIAL ASSESSMENTS	222/090 2015/2016
15	021-080-022-000 DEERWOOD CORP 10141 ALAMO DR $6,297.17	DEF-160-000-010 LAND ONLY SPECIAL ASSESSMENTS	20203133 2015/2016
16	021-150-026-000 SCHACK, LORRAINE 9717 HERNANDEZ DR $5,920.24	DEF-160-000-008 LAND ONLY SPECIAL ASSESSMENTS	936656 2015/2016
17	021-160-021-000 MONTANO, TONY 9648 VILLARREAL DR $3,633.64	DEF-160-000-007 LAND ONLY SPECIAL ASSESSMENTS	20143268 2015/2016
18	021-210-026-000 VARGAS, SALVADOR 9560 PARAISO BLVD $5,250.62	DEF-160-000-005 LAND ONLY SPECIAL ASSESSMENTS	20140693 2015/2016
19	021-270-002-000 CHAVEZ, FRANCISCO 9173 BANDERILLA DR $5,487.25	DEF-160-000-004 LAND ONLY SPECIAL ASSESSMENTS	20150393 2015/2016
20	021-310-002-000 PORTER, PEGGY 9787 CARACOL CIR $12,678.68	DEF-160-000-002 LAND ONLY SPECIAL ASSESSMENTS	20181021 2015/2016
21	021-310-014-000 SANTANA, MOSES 9757 CARACOL CIR $9,504.80	DEF-160-000-001 LAND ONLY SPECAIL ASSESSMENTS	20160134 2015/2016

Attachment: 2022 SALE LIST FOR AGENDA (RES-2022-290 : Tax Defaulted Sale)

MARIPOSA COUNTY

Administration · 966-3222

RESOLUTION - ACTION REQUESTED 2022-336

MEETING: May 10, 2022

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Agreement for Indigent Defense Legal Services - Neal Douglass

---

RECOMMENDATION AND JUSTIFICATION:
Approve a Three Year Agreement for Indigent Defense Legal Services with Neal Douglass in an Amount Not to Exceed $140,040 Per Year; and Authorize the Board of Supervisors Chair to Sign the Agreement.

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

BACKGROUND AND HISTORY OF BOARD ACTIONS:
In 2021, the Board approved an amendment to extend the agreement for indigent defense legal services with Neal Douglass, Eugene Action and Wayne Green, through June 30,2022. (Resolution 2021-324).

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

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

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

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

FINANCIAL IMPACT:

Costs are included in the FY22 budget

ATTACHMENTS:
Neal Douglass Legal Services Agreement 2022-2025 (PDF)

RESULT: WITHDRAWN AND RESCHEDULED Next: 6/14/2022 9:00 AM

LEGAL SERVICES AGREEMENT

THIS AGREEMENT shall become effective on July 1, 2022, regardless of the date of execution by the parties, and is executed in Mariposa, California, by and between the COUNTY OF MARIPOSA, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and Neal Douglass, hereinafter referred to as "CONTRACTOR." CONTRACTOR warrants that he/she operates an independent law office and that he/she is in no way affiliated with other indigent defense attorneys contracted by COUNTY as a partner, employer, or agent.

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

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

NOW, THEREFORE, IT IS HEREBY AGREED as follows:

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

2. COUNTY shall pay to CONTRACTOR the sum of one hundred forty thousand and forty dollars ($140,040) per year, payable monthly in TWELVE (12) payments of eleven thousand six hundred and seventy dollars ($11,670) on or before the tenth (10th) day of each month. Each monthly payment shall be in arrears for the services performed during the prior month. The parties agree and represent that the amount of compensation has been established after consideration of the facts set forth in California Penal Code §987.3 and further recognize that circumstances such as those referred to in Paragraphs 4 and 5 may require changes in the total compensation. COUNTY and CONTRACTOR agree to re-negotiate the total sum to be paid to CONTRACTOR hereunder in the event CONTRACTOR is required to make court appearances for new programs for which no regular court appearances are required at the time of the execution of this Agreement. By way of example only, if a new program is added to the judicial system, which requires CONTRACTOR to appear in court on Friday, in addition to the then current appearances on Monday, Tuesday and Thursday, this clause will be invoked. However, should the Court simply move Thursday court to Monday, with no additional days requiring court appearances, this clause shall not be invoked.

3. This Agreement shall be for a term of three (3) years commencing July 1, 2022, terminating on June 30, 2025, unless earlier extended by mutual agreement of the parties. COUNTY shall have the option to extend the term of this Agreement for one (1) one (1) year term. Should COUNTY elect to extend this Agreement, CONTRACTOR shall be notified in writing sixty (60) days prior to the expiration of the initial term, or any extended term. In the event of any extensions hereunder the parties shall mutually agree upon the annual contract price.

4. COUNTY shall receive all funds collected pursuant to Penal Code §§ 987.4, 987.6, and 987.8, Government Code §27712, and any similar statute providing

Attachment: Neal Douglass Legal Services Agreement 2022-2025 (RES-2022-336 : Agreement for Indigent Defense Legal Services - Neal

for the reimbursement for the cost of legal services rendered under this Agreement, and no portion of the funds shall inure to CONTRACTOR'S benefit or otherwise affect the amount specified in Paragraph 2.

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

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

7. CONTRACTOR shall be reasonably available to provide legal counsel to juveniles 17 years of age or younger which have not been charged with any crime, in the event a law enforcement agency or anyone acting on behalf of a law enforcement agency wishes to conduct a custodial interrogation or otherwise take a statement from a juvenile which could be incriminating or in any circumstances in which the juvenile has a right to counsel under federal law or pursuant to California Welfare and Institutions Code section 625.6. CONTRACTOR may provide services under this provision in person, via telephone or video conference. Services provided by CONTRACTOR under this provision during business hours (Monday-Friday 8:30 a.m. to 5:30 p.m.) for uncharged juvenile suspects shall be billed to the COUNTY at an hourly rate of seventy dollars ($70.00) per hour. Services provided by CONTRACTOR after business hours shall be billed to the COUNTY at an hourly rate of one hundred forty dollars ($140.00) per hour with a one hour billable minimum. Payments made pursuant to this Paragraph 7 shall be in addition to the sum specified in Paragraph 2. Nothing in this provision affects CONTRACTOR'S obligations under this Agreement to represent juvenile defendants charged with a criminal offense in Mariposa Superior Court.

8. CONTRACTOR shall be a member of the California State Bar in good standing at all times during the term of this Agreement.

9. CONTRACTOR shall maintain a telephone answering service or device for the taking of telephone messages during non-business hours.

10. In-custody clients shall be interviewed within thirty-six (36) hours of CONTRACTOR'S appointment. Out-of-custody clients shall be interviewed within seventy-two (72) hours of CONTRACTOR'S appointment.

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

12. In performing the duties herein specified, CONTRACTOR is and shall be an independent contractor and not an employee of COUNTY. CONTRACTOR will be responsible to COUNTY for only the good faith performance of this Agreement in conformity with the Rules of Professional Conduct of the State Bar of California and not for the specific manner in which his/her duties are

Attachment: Neal Douglass Legal Services Agreement 2022-2025 (RES-2022-336 : Agreement for Indigent Defense Legal Services - Neal

performed or his/her professional judgment exercised. Because each CONTRACTOR is an independent contractor, it shall be his/her sole and absolute responsibility to comply with all federal, state, and local statutes, regulations and ordinances respecting this Agreement.

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

14. CONTRACTOR, as an independent contractor, shall be solely responsible for providing all office furniture, equipment, supplies, secretaries, clerks, attorneys, and other persons necessary to perform this Agreement, including any professional education and expenses, except investigators and experts. Funding for any investigator or expert will be subject to prior to approval by the Superior Court on a case-by-case basis.

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

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

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

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

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

Attachment: Neal Douglass Legal Services Agreement 2022-2025 (RES-2022-336 : Agreement for Indigent Defense Legal Services - Neal

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

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

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

22. All matters to which CONTRACTOR has been appointed prior to the termination of this Agreement shall be completed by CONTRACTOR notwithstanding the termination of this Agreement. CONTRACTOR acknowledges that services rendered by CONTRACTOR to complete matters pending at the termination of this Agreement shall not entitle CONRACTOR to any fees beyond the annual payment due CONTRACTOR pursuant to Paragraph 2 above.

23. COUNTY may terminate this Agreement upon a thirty (30) day written notice in the event of a breach by CONTRACTOR of any of the terms and conditions contained in this Agreement. COUNTY may further terminate this Agreement without cause if the Board of Supervisors determines in any budgetary cycle

Attachment: Neal Douglass Legal Services Agreement 2022-2025 (RES-2022-336 : Agreement for Indigent Defense Legal Services - Neal

that it is unable to fund this Agreement in its budget period. This provision is intended to comply with Article XVI, Section 18 of the Constitution of the State of California.

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

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

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

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

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

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

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

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

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

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

Attachment: Neal Douglass Legal Services Agreement 2022-2025 (RES-2022-336 : Agreement for Indigent Defense Legal Services - Neal

Mariposa, CA 95338

CONTRACTOR: Neal Douglass
P.O. Box 231
Mariposa, CA 95338

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

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

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

COUNTY OF MARIPOSA:

_____ DATE: _____
Rosemarie Smallcombe, Chair
Board of Supervisors

APPROVED AS FORM:

_____
STEVEN W. DAHLEM
County Counsel

COUNTERSIGNED:
(Government Code 25103)

_____
Keith Williams
Interim Clerk of the Board

CONTRACTOR:

_____ DATE: _____
Neal Douglass
Attorney at Law

Attachment: Neal Douglass Legal Services Agreement 2022-2025 (RES-2022-336 : Agreement for Indigent Defense Legal Services - Neal

EXHIBIT 'A'
Attachment 1

1. Represent all persons whom the Superior Court has deemed indigent and who are charged with the commission of any felony (except capital cases) or misdemeanor when appointed by a Judge of the Mariposa County Superior Court ("Indigent Persons").

2. Represent juveniles and parents (including de facto parents) in Welfare and Institutions Code Section 300 juvenile dependency proceedings and provide juvenile dependency caseload reports to the Superior Court on a monthly basis.

3. Represent juveniles in Welfare and Institutions Code Section 600 juvenile delinquency proceedings.

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

5. Represent all persons requesting counsel and for whom counsel is appointed under Division 5, Part 1(Section 5000 et seq.) of the Welfare and Institutions Code (Lanterman-Petris-Short Act Conservatorships).

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

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

8. Represent all Indigent Persons in Drug Court and in Behavioral Health Court as requested by the Superior Court.

Attachment: Neal Douglass Legal Services Agreement 2022-2025 (RES-2022-336 : Agreement for Indigent Defense Legal Services - Neal

MARIPOSA COUNTY

Administration · 966-3222

RESOLUTION - ACTION REQUESTED 2022-337

MEETING: May 10, 2022

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Agreement for Indigent Defense Legal Services - Eugene Action

---

RECOMMENDATION AND JUSTIFICATION:
Approve a Three Year Agreement for Indigent Defense Legal Services with Eugene Action in an Amount Not to Exceed $140,040 Per Year; and Authorize the Board of Supervisors Chair to Sign the Agreement.

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

BACKGROUND AND HISTORY OF BOARD ACTIONS:
In 2021, the Board approved an amendment to extend the agreement for indigent defense legal services with Neal Douglass, Eugene Action and Wayne Green, through June 30,2022. (Resolution 2021-324).

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

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

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

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

FINANCIAL IMPACT:

Costs are included in the FY22 budget

ATTACHMENTS:
Eugene Action Legal Services Agreement 2022-2025 (PDF)

RESULT: WITHDRAWN AND RESCHEDULED Next: 6/14/2022 9:00 AM

LEGAL SERVICES AGREEMENT

THIS AGREEMENT shall become effective on July 1, 2022, regardless of the date of execution by the parties, and is executed in Mariposa, California, by and between the COUNTY OF MARIPOSA, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and Eugene Action, hereinafter referred to as "CONTRACTOR." CONTRACTOR warrants that he/she operates an independent law office and that he/she is in no way affiliated with other indigent defense attorneys contracted by COUNTY as a partner, employer, or agent.

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

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

NOW, THEREFORE, IT IS HEREBY AGREED as follows:

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

2. COUNTY shall pay to CONTRACTOR the sum of one hundred forty thousand and forty dollars ($140,040) per year, payable monthly in TWELVE (12) payments of eleven thousand six hundred and seventy dollars ($11,670) on or before the tenth (10th) day of each month. Each monthly payment shall be in arrears for the services performed during the prior month. The parties agree and represent that the amount of compensation has been established after consideration of the facts set forth in California Penal Code §987.3 and further recognize that circumstances such as those referred to in Paragraphs 4 and 5 may require changes in the total compensation. COUNTY and CONTRACTOR agree to re-negotiate the total sum to be paid to CONTRACTOR hereunder in the event CONTRACTOR is required to make court appearances for new programs for which no regular court appearances are required at the time of the execution of this Agreement. By way of example only, if a new program is added to the judicial system, which requires CONTRACTOR to appear in court on Friday, in addition to the then current appearances on Monday, Tuesday and Thursday, this clause will be invoked. However, should the Court simply move Thursday court to Monday, with no additional days requiring court appearances, this clause shall not be invoked.

3. This Agreement shall be for a term of three (3) years commencing July 1, 2022, terminating on June 30, 2025, unless earlier extended by mutual agreement of the parties. COUNTY shall have the option to extend the term of this Agreement for one (1) one (1) year term. Should COUNTY elect to extend this Agreement, CONTRACTOR shall be notified in writing sixty (60) days prior to the expiration of the initial term, or any extended term. In the event of any extensions hereunder the parties shall mutually agree upon the annual contract price.

4. COUNTY shall receive all funds collected pursuant to Penal Code §§ 987.4, 987.6, and 987.8, Government Code §27712, and any similar statute providing

Attachment: Eugene Action Legal Services Agreement 2022-2025 (RES-2022-337 : Agreement for Indigent Defense Legal Services - Eugene

for the reimbursement for the cost of legal services rendered under this Agreement, and no portion of the funds shall inure to CONTRACTOR'S benefit or otherwise affect the amount specified in Paragraph 2.

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

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

7. CONTRACTOR shall be reasonably available to provide legal counsel to juveniles 17 years of age or younger which have not been charged with any crime, in the event a law enforcement agency or anyone acting on behalf of a law enforcement agency wishes to conduct a custodial interrogation or otherwise take a statement from a juvenile which could be incriminating or in any circumstances in which the juvenile has a right to counsel under federal law or pursuant to California Welfare and Institutions Code section 625.6. CONTRACTOR may provide services under this provision in person, via telephone or video conference. Services provided by CONTRACTOR under this provision during business hours (Monday-Friday 8:30 a.m. to 5:30 p.m.) for uncharged juvenile suspects shall be billed to the COUNTY at an hourly rate of seventy dollars ($70.00) per hour. Services provided by CONTRACTOR after business hours shall be billed to the COUNTY at an hourly rate of one hundred forty dollars ($140.00) per hour with a one hour billable minimum. Payments made pursuant to this Paragraph 7 shall be in addition to the sum specified in Paragraph 2. Nothing in this provision affects CONTRACTOR'S obligations under this Agreement to represent juvenile defendants charged with a criminal offense in Mariposa Superior Court.

8. CONTRACTOR shall be a member of the California State Bar in good standing at all times during the term of this Agreement.

9. CONTRACTOR shall maintain a telephone answering service or device for the taking of telephone messages during non-business hours.

10. In-custody clients shall be interviewed within thirty-six (36) hours of CONTRACTOR'S appointment. Out-of-custody clients shall be interviewed within seventy-two (72) hours of CONTRACTOR'S appointment.

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

12. In performing the duties herein specified, CONTRACTOR is and shall be an independent contractor and not an employee of COUNTY. CONTRACTOR will be responsible to COUNTY for only the good faith performance of this Agreement in conformity with the Rules of Professional Conduct of the State Bar of California and not for the specific manner in which his/her duties are

Attachment: Eugene Action Legal Services Agreement 2022-2025 (RES-2022-337 : Agreement for Indigent Defense Legal Services - Eugene

performed or his/her professional judgment exercised. Because each CONTRACTOR is an independent contractor, it shall be his/her sole and absolute responsibility to comply with all federal, state, and local statutes, regulations and ordinances respecting this Agreement.

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

14. CONTRACTOR, as an independent contractor, shall be solely responsible for providing all office furniture, equipment, supplies, secretaries, clerks, attorneys, and other persons necessary to perform this Agreement, including any professional education and expenses, except investigators and experts. Funding for any investigator or expert will be subject to prior to approval by the Superior Court on a case-by-case basis.

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

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

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

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

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

Attachment: Eugene Action Legal Services Agreement 2022-2025 (RES-2022-337 : Agreement for Indigent Defense Legal Services - Eugene

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

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

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

22. All matters to which CONTRACTOR has been appointed prior to the termination of this Agreement shall be completed by CONTRACTOR notwithstanding the termination of this Agreement. CONTRACTOR acknowledges that services rendered by CONTRACTOR to complete matters pending at the termination of this Agreement shall not entitle CONRACTOR to any fees beyond the annual payment due CONTRACTOR pursuant to Paragraph 2 above.

23. COUNTY may terminate this Agreement upon a thirty (30) day written notice in the event of a breach by CONTRACTOR of any of the terms and conditions contained in this Agreement. COUNTY may further terminate this Agreement without cause if the Board of Supervisors determines in any budgetary cycle

Attachment: Eugene Action Legal Services Agreement 2022-2025 (RES-2022-337 : Agreement for Indigent Defense Legal Services - Eugene

that it is unable to fund this Agreement in its budget period. This provision is intended to comply with Article XVI, Section 18 of the Constitution of the State of California.

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

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

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

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

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

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

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

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

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

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

Attachment: Eugene Action Legal Services Agreement 2022-2025 (RES-2022-337 : Agreement for Indigent Defense Legal Services - Eugene

Mariposa, CA 95338

CONTRACTOR: Eugene Action
45221 Forest Ridge Dr.
Ahwahnee, CA 93601

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

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

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

COUNTY OF MARIPOSA:

_____ DATE: _____
Rosemarie Smallcombe, Chair
Board of Supervisors

APPROVED AS FORM:

_____
STEVEN W. DAHLEM
County Counsel

COUNTERSIGNED:
(Government Code 25103)

_____
Keith Williams
Interim Clerk of the Board

CONTRACTOR:

_____ DATE: _____
Eugene Action
Attorney at Law

Attachment: Eugene Action Legal Services Agreement 2022-2025 (RES-2022-337 : Agreement for Indigent Defense Legal Services - Eugene

EXHIBIT 'A'
Attachment 1

1. Represent all persons whom the Superior Court has deemed indigent and who are charged with the commission of any felony (except capital cases) or misdemeanor when appointed by a Judge of the Mariposa County Superior Court ("Indigent Persons").

2. Represent juveniles and parents (including de facto parents) in Welfare and Institutions Code Section 300 juvenile dependency proceedings and provide juvenile dependency caseload reports to the Superior Court on a monthly basis.

3. Represent juveniles in Welfare and Institutions Code Section 600 juvenile delinquency proceedings.

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

5. Represent all persons requesting counsel and for whom counsel is appointed under Division 5, Part 1(Section 5000 et seq.) of the Welfare and Institutions Code (Lanterman-Petris-Short Act Conservatorships).

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

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

8. Represent all Indigent Persons in Drug Court and in Behavioral Health Court as requested by the Superior Court.

Attachment: Eugene Action Legal Services Agreement 2022-2025 (RES-2022-337 : Agreement for Indigent Defense Legal Services - Eugene

MARIPOSA COUNTY

Administration · 966-3222

RESOLUTION - ACTION REQUESTED 2022-338

MEETING: May 10, 2022

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Agreement for Indigent Defense Legal Services - Michael McAfee

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RECOMMENDATION AND JUSTIFICATION:
Approve a Three Year Agreement for Indigent Defense Legal Services with Michael McAfee in an Amount Not to Exceed $140,040 Per Year; and Authorize the Board of Supervisors Chair to Sign the Agreement.

Indigent defense services protect the constitutional rights of those accused of committing a crime by ensuring legal representation regardless of income. This is the County's first agreement with Michael McAfee. Mr. McAfee has six years of experience in the district attorneys offices of Mariposa and Merced and previously provided DUI defense for a firm in Modesto. He is familiar with our case management system and is fluent in Spanish, which will improve our ability to assist Spanish-speaking defendants.

The indigent defense request for proposals (RFP) was completed with sufficient advance to allow for a transition of cases. Staff recommends approval of this agreement at this time.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
In 2021, the Board approved an amendment to extend the agreement for indigent defense legal services with Neal Douglass, Eugene Action and Wayne Green, through June 30,2022. (Resolution 2021-324).

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

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

In 2013, the Board removed Thomas Cooke from an indigent defense agreement as a result of his appointment as District Attorney. The Board approved a two-year

agreement with Gary Collings, Michael Fagalde and Neal Douglass in an annual amount of $337,933 or $112,644/each (Resolution 2013-198).

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

FINANCIAL IMPACT:
Costs are included in the FY22 budget

ATTACHMENTS:
Michael McAfee Legal Services Agreement 2022-2025 (PDF)

RESULT: WITHDRAWN AND RESCHEDULED Next: 6/14/2022 9:00 AM

Attachment: Michael McAfee Legal Services Agreement 2022-2025 (RES-2022-338 : Agreement for Indigent Defense Legal Services - Michael

LEGAL SERVICES AGREEMENT

THIS AGREEMENT shall become effective on July 1, 2022, regardless of the date of execution by the parties, and is executed in Mariposa, California, by and between the COUNTY OF MARIPOSA, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and Michael McAfee, hereinafter referred to as "CONTRACTOR." CONTRACTOR warrants that he/she operates an independent law office and that he/she is in no way affiliated with other indigent defense attorneys contracted by COUNTY as a partner, employer, or agent.

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

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

NOW, THEREFORE, IT IS HEREBY AGREED as follows:

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

2. COUNTY shall pay to CONTRACTOR the sum of one hundred forty thousand and forty dollars ($140,040) per year, payable monthly in TWELVE (12) payments of eleven thousand six hundred and seventy dollars ($11,670) on or before the tenth (10th) day of each month. Each monthly payment shall be in arrears for the services performed during the prior month. The parties agree and represent that the amount of compensation has been established after consideration of the facts set forth in California Penal Code §987.3 and further recognize that circumstances such as those referred to in Paragraphs 4 and 5 may require changes in the total compensation. COUNTY and CONTRACTOR agree to re-negotiate the total sum to be paid to CONTRACTOR hereunder in the event CONTRACTOR is required to make court appearances for new programs for which no regular court appearances are required at the time of the execution of this Agreement. By way of example only, if a new program is added to the judicial system, which requires CONTRACTOR to appear in court on Friday, in addition to the then current appearances on Monday, Tuesday and Thursday, this clause will be invoked. However, should the Court simply move Thursday court to Monday, with no additional days requiring court appearances, this clause shall not be invoked.

3. This Agreement shall be for a term of three (3) years commencing July 1, 2022, terminating on June 30, 2025, unless earlier extended by mutual agreement of the parties. COUNTY shall have the option to extend the term of this Agreement for one (1) one (1) year term. Should COUNTY elect to extend this Agreement, CONTRACTOR shall be notified in writing sixty (60) days prior to the expiration of the initial term, or any extended term. In the event of any extensions hereunder the parties shall mutually agree upon the annual contract price.

4. COUNTY shall receive all funds collected pursuant to Penal Code §§ 987.4, 987.6, and 987.8, Government Code §27712, and any similar statute providing

for the reimbursement for the cost of legal services rendered under this Agreement, and no portion of the funds shall inure to CONTRACTOR'S benefit or otherwise affect the amount specified in Paragraph 2.

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

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

7. CONTRACTOR shall be reasonably available to provide legal counsel to juveniles 17 years of age or younger which have not been charged with any crime, in the event a law enforcement agency or anyone acting on behalf of a law enforcement agency wishes to conduct a custodial interrogation or otherwise take a statement from a juvenile which could be incriminating or in any circumstances in which the juvenile has a right to counsel under federal law or pursuant to California Welfare and Institutions Code section 625.6. CONTRACTOR may provide services under this provision in person, via telephone or video conference. Services provided by CONTRACTOR under this provision during business hours (Monday-Friday 8:30 a.m. to 5:30 p.m.) for uncharged juvenile suspects shall be billed to the COUNTY at an hourly rate of seventy dollars ($70.00) per hour. Services provided by CONTRACTOR after business hours shall be billed to the COUNTY at an hourly rate of one hundred forty dollars ($140.00) per hour with a one hour billable minimum. Payments made pursuant to this Paragraph 7 shall be in addition to the sum specified in Paragraph 2. Nothing in this provision affects CONTRACTOR'S obligations under this Agreement to represent juvenile defendants charged with a criminal offense in Mariposa Superior Court.

8. CONTRACTOR shall be a member of the California State Bar in good standing at all times during the term of this Agreement.

9. CONTRACTOR shall maintain a telephone answering service or device for the taking of telephone messages during non-business hours.

10. In-custody clients shall be interviewed within thirty-six (36) hours of CONTRACTOR'S appointment. Out-of-custody clients shall be interviewed within seventy-two (72) hours of CONTRACTOR'S appointment.

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

12. In performing the duties herein specified, CONTRACTOR is and shall be an independent contractor and not an employee of COUNTY. CONTRACTOR will be responsible to COUNTY for only the good faith performance of this Agreement in conformity with the Rules of Professional Conduct of the State Bar of California and not for the specific manner in which his/her duties are

Attachment: Michael McAfee Legal Services Agreement 2022-2025 (RES-2022-338 : Agreement for Indigent Defense Legal Services - Michael

performed or his/her professional judgment exercised. Because each CONTRACTOR is an independent contractor, it shall be his/her sole and absolute responsibility to comply with all federal, state, and local statutes, regulations and ordinances respecting this Agreement.

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

14. CONTRACTOR, as an independent contractor, shall be solely responsible for providing all office furniture, equipment, supplies, secretaries, clerks, attorneys, and other persons necessary to perform this Agreement, including any professional education and expenses, except investigators and experts. Funding for any investigator or expert will be subject to prior to approval by the Superior Court on a case-by-case basis.

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

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

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

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

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

Attachment: Michael McAfee Legal Services Agreement 2022-2025 (RES-2022-338 : Agreement for Indigent Defense Legal Services - Michael

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

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

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

22. All matters to which CONTRACTOR has been appointed prior to the termination of this Agreement shall be completed by CONTRACTOR notwithstanding the termination of this Agreement. CONTRACTOR acknowledges that services rendered by CONTRACTOR to complete matters pending at the termination of this Agreement shall not entitle CONRACTOR to any fees beyond the annual payment due CONTRACTOR pursuant to Paragraph 2 above.

23. COUNTY may terminate this Agreement upon a thirty (30) day written notice in the event of a breach by CONTRACTOR of any of the terms and conditions contained in this Agreement. COUNTY may further terminate this Agreement without cause if the Board of Supervisors determines in any budgetary cycle

Attachment: Michael McAfee Legal Services Agreement 2022-2025 (RES-2022-338 : Agreement for Indigent Defense Legal Services - Michael

that it is unable to fund this Agreement in its budget period. This provision is intended to comply with Article XVI, Section 18 of the Constitution of the State of California.

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

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

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

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

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

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

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

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

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

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

Attachment: Michael McAfee Legal Services Agreement 2022-2025 (RES-2022-338 : Agreement for Indigent Defense Legal Services - Michael

Mariposa, CA 95338

CONTRACTOR: Michael McAfee
3070 M St. Ste. 10
Merced, CA 95348

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

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

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

COUNTY OF MARIPOSA:

_____ DATE: _____
Rosemarie Smallcombe, Chair
Board of Supervisors

APPROVED AS FORM:

_____
STEVEN W. DAHLEM
County Counsel

COUNTERSIGNED:
(Government Code 25103)

_____
Keith Williams
Interim Clerk of the Board

CONTRACTOR:

_____ DATE: _____
Michael McAfee
Attorney at Law

Attachment: Michael McAfee Legal Services Agreement 2022-2025 (RES-2022-338 : Agreement for Indigent Defense Legal Services - Michael

EXHIBIT 'A'
Attachment 1

1. Represent all persons whom the Superior Court has deemed indigent and who are charged with the commission of any felony (except capital cases) or misdemeanor when appointed by a Judge of the Mariposa County Superior Court ("Indigent Persons").

2. Represent juveniles and parents (including de facto parents) in Welfare and Institutions Code Section 300 juvenile dependency proceedings and provide juvenile dependency caseload reports to the Superior Court on a monthly basis.

3. Represent juveniles in Welfare and Institutions Code Section 600 juvenile delinquency proceedings.

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

5. Represent all persons requesting counsel and for whom counsel is appointed under Division 5, Part 1(Section 5000 et seq.) of the Welfare and Institutions Code (Lanterman-Petris-Short Act Conservatorships).

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

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

8. Represent all Indigent Persons in Drug Court and in Behavioral Health Court as requested by the Superior Court.

Attachment: Michael McAfee Legal Services Agreement 2022-2025 (RES-2022-338 : Agreement for Indigent Defense Legal Services - Michael

MARIPOSA COUNTY

Administration/Community Development · 966-3222

MEETING: May 10, 2022

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 2022 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.

With the extreme negative impact of the novel coronavirus pandemic on our small businesses over the last two years, it is more important than ever to support our small businesses. Many of our local small businesses struggled to stay open during the pandemic and we are very fortunate that many stayed afloat.

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.

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 Proclamation_2022 (PDF)

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

The Mariposa County Board of Supervisors

proclaims the

Month of May 2022

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 2022 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 3rd day of May 2022, by unanimous vote.

ROSEMARIE SMALLCOMBE, District I Supervisor

WAYNE FORSYTHE, District IV Supervisor

THOMAS SWEENEY, District II Supervisor

MILES MENETREY, District V Supervisor

MARSHALL LONG, District III Supervisor

Attachment: Small Business Month Proclamation_2022 (2022-56 : Proclamation of the Month of May as Small Business Month)

MARIPOSA COUNTY

Health and Human Services · (209) 966-2000

MEETING: May 10, 2022

TO: The Board of Supervisors

FROM: Joe Lynch, Health & Human Services Agency Director

RE: Proclamation - "Foster Care Month"

RECOMMENDATION AND JUSTIFICATION:

Proclaim the Month of May 2022 as "Foster Care Month"

Mariposa County Health & Human Services is helping celebrate this year's Foster Care Month with the theme "Relative and Kin Connections: Keeping Families Strong", this speaks to the positive impact relatives and kin have during the journey to permanency. Kinship care must be the first path we take, kinship care maintains bonds and reduces trauma. These bonds help children and youth develop their identity, live within their cultural roots, and foster a sense of belonging-all things that are essential to their well-being.

Kinship caregivers are responding to immediate family placement needs, so it is important to ensure our support is swift, tailored, and equitable. Currently, there are programs across the country dedicated to supporting and raising awareness about kinship care and pertinent resources. During Foster Care Month we recognize the importance of keeping families together and supported.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The Board has approved similar proclamations in the past.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Miss the opportunity to recognize the contributions that Foster Care make to the county.

ATTACHMENTS:
Foster Care Month - May 2022 (PDF)

Agenda Item - No Resolution Requested 2022-57

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

The Mariposa County Board of Supervisors

proclaims the Month Of

May 2022

as

"Foster Care Month"

WHEREAS this year's theme, **"Relative and Kin Connections: Keeping Families Strong"** speaks to the positive impact relative and fictive kin have during the journey to permanency.

WHEREAS Families are more than experts on their own lives, they are a source of stability and comfort. However, when a child cannot safely stay with their parents, kinship care must be the first path we take.

WHEREAS kinship care maintains bonds and reduces trauma. These bonds help children and youth develop their identity, live within their cultural roots, and foster a sense of belonging—all things that are essential to their well-being.

WHEREAS children and youth in care aren't the only ones who need our support. Kinship caregivers are responding to immediate family placement needs, so it is important to ensure our support is swift, tailored, and equitable.

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 2022 as "Foster Care Month" and call upon all citizens to celebrate and support our Foster Care Community.

PASS AND ADOPTED by the Board of Supervisors of Mariposa County this 10th day of May, 2022, by unanimous vote.

_____
Rosemarie Smallcombe, District I Supervisor

_____
Wayne Forsythe, District IV Supervisor

_____
Tom Sweeney, District II Supervisor

_____
Miles Menetrey, District V Supervisor

_____
Marshall Long, District III Supervisor

Attachment: Foster Care Month - May 2022 (2022-57 : Proclamation - "Foster Care Month")

MARIPOSA COUNTY

Public Works · 209-966-2498

MEETING: May 10, 2022

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works & Transportation

RE: Approve Agreement for FTA 5311 Transit Funds

RECOMMENDED ACTION AND JUSTIFICATION:

Approve an Agreement with California Department of Transportation, Division of Rail & Mass Transportation (DRMT) for Federal Transit Administration (FTA) 5311 Transit Funds; and Authorize the Executive Director of Local Transportation Commission (LTC) to Sign the Agreement.

The State is requesting the Executive Director of LTC to Sign the Agreement and provide the Approved Local Transportation Commission (LTC) Resolution.

Each fiscal year FTA 5311 Funds are provided by the Federal Transit Administration (FTA) which are used for Mariposa County Transit. Upon execution of this agreement staff will then be able to request the amount of $114,719.00 to be used for Transit Operating Assistance in FY 2022-2023.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

DRMT notified Mariposa County LTC of the FFY 2021 FTA 5311 apportionment availability of $114,719.00. Staff prepared and submitted a grant application request to the (FTA) for Mariposa County Transit Operating Assistance.

Resolution LTC-2021-14 approved applying for the FTA 5311 Grant Funds 4/27/21.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Do not approve, staff will not be able to request the Federal Apportionment Funding Amount for Transit.

ATTACHMENTS:

FTA Section 5311 Apportionment (PDF)
County of Mariposa SA 64BO21-01703 (PDF)

Local Transportation Commission 2022-9

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

FTA Section 5311 Apportionment - FFY 2021
Division of Rail and Mass Transportation
Grants Management Branch

D	County/Region		FFY21 Apportionment
4	MTC	$	1,784,344
3	SACOG	$	842,239
10	Alpine	$	48,000
10	Amador	$	239,425
3	Butte	$	765,737
10	Calaveras	$	286,485
3	Colusa	$	134,631
1	Del Norte	$	179,831
3	El Dorado	$	558,840
6	Fresno	$	1,733,707
3	Glenn	$	176,764
1	Humboldt	$	846,187
11	Imperial	$	413,875
9	Inyo	$	116,573
6	Kern	$	1,642,208
6	Kings	$	408,822
1	Lake	$	406,458
2	Lassen	$	219,336
7	Los Angeles	$	471,137
6	Madera	$	455,404
10	Mariposa	$	114,719
1	Mendocino	$	552,134
10	Merced	$	591,073
2	Modoc	$	60,882
9	Mono	$	89,268
5	Monterey	$	684,885
3	Nevada	$	620,791
12	Orange	$	-
3	Placer	$	523,465
2	Plumas	$	125,756
8	Riverside	$	1,049,432
5	San Benito	$	347,399
8	San Bernardino	$	1,527,326

Attachment: FTA Section 5311 Apportionment (LTC-2022-9 : Approve Agreement for FTA 5311 Transit Funds)

11	San Diego	$	820,064
10	San Joaquin	$	470,402
5	San Luis Obispo	$	586,252
5	Santa Barbara	$	290,759
5	Santa Cruz	$	198,556
2	Shasta	$	373,943
3	Sierra	$	48,000
2	Siskiyou	$	282,224
10	Stanislaus	$	510,171
2	Tehama	$	398,903
2	Trinity	$	86,653
6	Tulare	$	958,259
10	Tuolumne	$	348,002
7	Ventura	$	443,437
TOTAL		$	23,832,758

Attachment: FTA Section 5311 Apportionment (LTC-2022-9 : Approve Agreement for FTA 5311 Transit Funds)

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION
STANDARD AGREEMENT (02/21/2020)
DOT-213A (REV 12/2019)

AGREEMENT NUMBER	AMENDMENT NUMBER
64BO21-01703	

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

   STATE AGENCY: CALIFORNIA DEPARTMENT OF TRANSPORTATION, DIVISION OF RAIL & MASS TRANSPORTATION

   CONTRACTOR: **County of Mariposa**

2. The term of this Agreement is:

   FROM: **July 01, 2021** TO: **December 31, 2022**

3. The parties agree to comply with the terms and conditions of the following Exhibits, which are by this reference made a part of the Agreement.
   - Exhibit A - Project Summary and Scope of Work
   - Article I - Project Management and Payment Provisions
   - Article II - General Terms and Conditions
   - Article III - Special Terms and Conditions

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

CONTRACTOR		For Department of Transportation Use only
CONTRACTOR'S NAME *(if other than an individual, state whether a corporation, partnership, etc.)* **County of Mariposa**		
BY *(Authorized Signature in Blue ink)*	DATE SIGNED	
PRINTED NAME AND TITLE OF PERSON SIGNING		
ADDRESS **4639 Ben Hur Road, Mariposa, CA 95338**		
STATE OF CALIFORNIA		
AGENCY NAME Department of Transportation, Division of Rail and Mass Transportation		
BY *(Authorized Signature in Blue ink)*	DATE SIGNED	
PRINTED NAME AND TITLE OF PERSON SIGNING **WENDY KING, Chief, Office of Transit Grants and Contracts**		
ADDRESS 1120 N Street MS-39, Sacramento, CA 95814		

Item	Chapter	Statute	Appropriation	Fund	PEC	Project ID	Unit	Object	SFY
2660-102-0890(2)	**6**	**2020**	**21102F**	**0890**	**3010060**	**0021000227**	**3744**	**049**	**20/21**

Amount encumbered by this document:	**$114,719.00**
Prior amount encumbered for this contract:	**$0.00**
Total amount encumbered to date:	**$114,719.00**

SIGNATURE OF ACCOUNTING OFFICER *(Authorized Signature in Blue ink)*	DATE SIGNED

FAIN	FAIN Award Date	CFDA	FTA Section	Subrecipient Unique ID	Indirect Cost Rate	De Minimus
CA-2022-055	**3/22/2022**	**20.509**	**Section 5311**	**623258027**	**N/A**	**N/A**

ADA Notice For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

Attachment: County of Mariposa SA 64BO21-01703 (LTC-2022-9 : Approve Agreement for FTA 5311 Transit Funds)

EXHIBIT A - PROJECT SUMMARY AND SCOPE OF WORK

1. Project Description and Schedule:

Funding Program: Section 5311

Hours when PROJECT shall operate: *Start Time:* 8:30 a.m. *End Time* 4:00 p.m.

Days/Dates when PROJECT shall operate: Monday - Friday

Location where Service shall be offered: Mariposa, Madera, and Tuolumne Counties

Detailed Description of Work:
operating assistance

Contract Projects:

ALI Code	A Federal $	B State $	C Local $	A + B + C Line Item Total $	Toll Credits
300902	$114,719	$0	$142,097	$256,816	$0

** The standard Federal Share and Local Matching Fund requirements are listed below. The Federal Share and Local Matching Fund requirements may vary from the amounts shown if Toll Credits in lieu of Local Share have been approved in advance by the Grant Administrator and are awarded by the Program Manager. When Toll Credits are awarded, the Effective Federal Share percentage must be calculated by dividing the Federal $ by Line Item Total $.*

FTA Program	Operating Projects	All Other Projects
5311/5311(f)	55.33% Federal / 44.67% Match	88.53% Federal / 11.47% Match
5310	50.00% Federal / 50.00% Match	80.00% Federal / 20.00% Match
5339	N/A	85.00% Federal / 15.00% Match
CMAQ	88.53% Federal / 11.47% Match	88.53% Federal / 11.47% Match

Performance Period (when expenses may be incurred) and Other Key Project Dates:

Performance Period Start	7/1/2021
Performance End	6/30/2022
Last Date to Amend	11/1/2022
Final Invoice Due	1/30/2023

Caltrans Project Contact:

Contact Name	Email Address	Phone Number
Vivian Miller	vivian.miller@dot.ca.gov	(916) 654-7076

Attachment: County of Mariposa SA 64BO21-01703 (LTC-2022-9 : Approve Agreement for FTA 5311 Transit Funds)

2. Transportation Services Category: The Project is in the Transportation Services Category marked "X" below. The parties agree that the provisions of that portion of Article I Section 27 that is correspondingly-lettered to the subsection marked "X" below shall apply to this Agreement.

- [X] A. Operating Assistance (5310, 5311, 5311(f))
- [ ] B. Preventive Maintenance (5311, 5311(f))
- [ ] C. Planning (5311, 5311(f))
- [ ] D. Capital Project (Vehicle/Equipment) (5310)
- [ ] E. Capital Project (Vehicle/Equipment) (5311, 5311(f), CMAQ, 5339)
- [ ] F. Capital Project (Real Estate Acquisition/Construction) (5311, 5311(f), 5339)
- [ ] G. Mobility Management (5310)
- [ ] H. Transfer of Used Vehicle/Equipment (5310)
- [ ] I. Transfer of Used Vehicle/Equipment (5311, 5311(f), 5339)

3. Special Warranty Conditions: If the following statement is marked "X" below, the Project is subject to 49 USC Section 5333(b) Special Warranty, which is applicable to 5311, 5311(f), 5339 and Congestion Mitigation and Air Quality (CMAQ) Programs. If the Project is subject to the Special Warranty, the parties agree that this Agreement shall be subject to the provisions of Exhibit A Section 4, which bears the heading name 49 USC Section 5333(b) Special Warranty for 5311, 5311(f), CMAQ and 5339 Programs.

- [X] Project is subject to 49 USC Section 5333(b) Special Warranty.

Attachment: County of Mariposa SA 64BO21-01703 (LTC-2022-9 : Approve Agreement for FTA 5311 Transit Funds)

4. 49 USC SECTION 5333(b) SPECIAL WARRANTY FOR 5311, 5311(f), CMAQ AND 5339 PROGRAMS

A. This PROJECT is subject to 49 USC Section 5333(b) (formerly Section 13(c)) "Documentation and Agreement by Subrecipient to Terms and Conditions of 49 USC Section 5333(b) Special Warranty" (Special Warranty).

B. Name and Address of Subrecipient:
Agency Name: County of Mariposa
Agency Address: 4639 Ben Hur Road
Mariposa, CA 95338

C. PROJECT Description:
300902

D. County and Service Area of PROJECT:
Madera, Mariposa, Tuolumne

E. List of all current operators of public transportation (including CONTRACTOR) and corresponding labor organizations (if applicable) representing the employees of the providers in the above service area that are eligible or potentially eligible recipients of federal 5311, 5311(f), CMAQ or 5339 Program funding assistance even if they are not currently recipients, human service agency providers that provide transportation to the general public, and taxi operators providing shared-ride transportation on a regular and continuing basis:

Public Transportation Operators	Labor Organizations (or N/A)
NA	Service Employees International Union (SEIU)

F. The Special Warranty may refer to the CONTRACTOR as a subrecipient (Subrecipient).

G. Because the PROJECT(s) is subject to the Special Warranty, the terms of the United States Department of Labor Nonunion Protective Arrangement (USDOL Nonunion Protective Arrangement), are applicable. The Subrecipient shall be fully knowledgeable of the terms and conditions of the Special Warranty and the USDOL Nonunion Protective Arrangement and agrees to comply with those same terms and conditions for the duration of the PROJECT. The text of the USDOL Nonunion Protective Arrangement is available from the United States Department of Labor. Furthermore, these terms and conditions will be a part of any and all agreements and contracts between or among the Federal Government, the State of California, and the Subrecipient, entered into with respect to the subject PROJECT.

H. For the purposes of the Special Warranty for the 5311, 5311(f), CMAQ and 5339 Programs, the State of California is neither the legally nor financially responsible party under the Special Warranty, and the State assumes no special obligations under the Special Warranty that are not otherwise part of its normal obligations as a grant administering agency.

Attachment: County of Mariposa SA 64BO21-01703 (LTC-2022-9 : Approve Agreement for FTA 5311 Transit Funds)

ARTICLE I

PROJECT MANAGEMENT AND PAYMENT PROVISIONS

1. The Governor of the State of California has designated the California Department of Transportation (Caltrans) Division of Rail and Mass Transportation (DRMT) as the sole agency to be the Recipient of Federal Transit Administration (FTA) grant programs that are described below. The FTA receives its authority from Chapter 53 of Title 49 of the United States Code (USC).
2. The following terms, when appearing in all capitals within this Agreement, are defined as follows.
    A. AGREEMENT: This Agreement, including all of its Articles, Exhibits and incorporated references, as executed by the parties signing the Agreement.
    B. APPLICATION: The Application for federal assistance filed by the Contractor as a prerequisite to receive the funding awarded under this Agreement. The Application is kept on file by Caltrans DRMT and is hereby incorporated into this Agreement.
    C. CONTRACTOR: The local agency that is party to this Agreement, and may be referred to as a Subrecipient, and that has been granted Federal Transit Administration funds by Caltrans DRMT for the purposes of carrying out the Project described in this Agreement. In certain circumstances, the Contractor may be referred to as an Awarding Agency.
    D. PROJECT: Transportation services, as marked in Exhibit A and further described in Article I, which are performed by the Contractor and funded by FTA grant funds under the terms of this Agreement.
    E. STATE: The State of California's Department of Transportation, Division of Rail and Mass Transportation, a governmental subdivision of the State of California.
    F. SUBCONTRACTOR: A third-party subrecipient or subawardee that performs work related to this Project for the Contractor. Federally-required clauses in this Agreement that apply to the Contractor also apply to subrecipients and/or subawardees of the Contractor. In some cases, the clause must appear verbatim in the document governing the subaward. A Subcontractor is subject to all federal requirements that apply to the Contractor.
3. The STATE participates in a number of federal programs, which include the following programs, which are identified in 49 USC Chapter 53.
    A. FTA Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities (5310 Program). The 5310 Program is discretionary, providing grant funding for the provision of transportation services meeting the special needs of seniors and/or persons with disabilities for whom mass transportation services are otherwise unavailable, insufficient, or inappropriate. Eligible applicants are private nonprofit corporations, private for-profit corporations and public agencies. Applications are scored and prioritized for funding. The terms and conditions in FTA Circular 9070.1G "Enhanced Mobility of Seniors and Individuals with Disabilities Program Guidance and Application Instructions", dated July 7, 2014, (5310 Circular) and any later revision thereto, are expressly incorporated herein for any project funded by the 5310 Program.
    B. FTA Section 5311 Formula Grants for Rural Areas (5311 Program). The 5311 Program funds projects in rural areas for the purposes of planning, public transportation capital projects, operating costs, job access reverse commute projects, and/or the acquisition of public transportation service. Available funds are determined based on an FTA formula that includes population and transit service miles. Eligible subrecipients may include states and local governmental authorities, nonprofit organizations, tribal governments, and operators of public transportation or intercity bus service that receive FTA grant funds indirectly through a Recipient. Intercity bus projects are funded from a subprogram of the 5311 Program. The 5311(f) Subprogram is discretionary, with applications scored and prioritized for funding. Private for-profit operators of transit services or intercity bus services may participate in the 5311(f) Subprogram as third-party contractors for Recipients or as Subrecipients. The terms and conditions in FTA Circular 9040.1G "Formula Grants for Rural Areas: Program Guidance and Application Instructions", dated November 24, 2014, (5311 Circular) and any later revision thereto are expressly incorporated herein for any project funded by the 5311 Program or the 5311(f) Subprogram. Unless stated otherwise in this AGREEMENT, any reference herein to the 5311 Program applies to the 5311(f) Subprogram.
    C. Congestion Mitigation and Air Quality Program (CMAQ Program). CMAQ Program funds that are transferred from the Federal Highway Administration (FHWA) to FTA to use for transit projects are subject to the program requirements that are applicable to the Section 5311 program. Prior to project selection and programming, projects eligible for funding from the CMAQ Program must meet certain criteria set by FHWA. Refer to FHWA's Interim Program Guidance, dated November 12, 2013, (CMAQ Circular), which is available at the following website:

Attachment: County of Mariposa SA 64BO21-01703 (LTC-2022-9 : Approve Agreement for FTA 5311 Transit Funds)

https://www.fhwa.dot.gov/environment/air_quality/cmaq/policy_and_guidance/2013_guidance/cmaq2013.pdf.

D. FTA Section 5339 Bus and Bus Facilities Program (5339 Program). The purpose of the 5339 Program is to provide funding to eligible agencies for the purchase of capital bus and bus-related projects that support the continuation and expansion of public transportation services. Funding is discretionary and applications are scored to determine funding priority. Eligible subrecipients include public agencies or private nonprofit organizations engaged in public transportation, including those providing services open to a segment of the general public, as defined by age, disability, or low income. The terms and conditions in FTA Circular 5100.1 "Bus and Bus Facilities Formula Program: Guidance and Application Instructions, dated May 18, 2015, (5339 Circular) and any later revision thereto are expressly incorporated herein for any project funded by the 5339 Program.

4. This AGREEMENT is subject to the Fixing America's Surface Transportation Act (FAST Act) (Federal Transportation Funding Law) (https://www.transit.dot.gov/FAST).
5. This AGREEMENT is governed by numerous policies and guidance documents issued by the United States Department of Transportation (USDOT) and FTA. The CONTRACTOR agrees to comply with all federal agreements and policy guidance related to the programs, including, but not limited to, the following:
   A. USDOT Master Agreement (26), dated October 1, 2019, (USDOT Master Agreement) and any later revision thereto.
   B. FTA Circular 4220.1F, "Third-Party Contracting Guidance," November 1, 2008, as revised through March 18, 2013, (Third-Party Contracting Circular) and any later revision thereto.
   C. FTA Circular 4702.1B "Title VI Requirements and Guidelines for Federal Transit Administration Recipients" dated October 1, 2012, (Title VI Circular) and any later revision thereto.
   D. FTA Circular 5010.1E, "Award Management Requirements" dated March 21, 2017, as revised through July 16, 2018, (Award Management Circular) and any later revision thereto.
   E. "FTA Project and Construction Management Guidelines" published March 2016, (Project and Construction Management Guidelines), an advisory handbook published by USDOT.
   F. Fiscal Year 2020 Annual List of Certifications and Assurances for FTA Grants and Cooperative Agreements dated October 1, 2019.
6. This AGREEMENT is governed by the Caltrans State Management Plan (SMP), dated June 2019, which is available at the Caltrans DRMT website (https://dot.ca.gov/programs/rail-and-mass-transportation/state-management-plan).
7. The CONTRACTOR has been designated by the STATE as an eligible applicant under 49 USC Chapter 53 Section 5310, 5311, or 5339. The CONTRACTOR is proposing transportation services (hereafter called the PROJECT) that are eligible for assistance under the applicable Section of 49 USC Chapter 53.
8. The CONTRACTOR's APPLICATION for a grant under 49 USC Chapter 53 has been certified to the FTA by the STATE as having met all the statutory and administrative requirements for project approval. The purpose of this AGREEMENT is to implement the approved PROJECT.
9. The CONTRACTOR's scope of work shall be as described in Exhibit A of this AGREEMENT and the APPLICATION for federal assistance, which is on file with the STATE and which is hereby expressly incorporated into this AGREEMENT.
10. The CONTRACTOR agrees to provide transportation services that meet the specific requirements and intent of the applicable Program described in 49 USC Chapter 53, which is providing the funding for this PROJECT and with the APPLICATION.
11. The CONTRACTOR agrees to complete the defined PROJECT described in the APPLICATION, which adopts all of the terms and conditions of this AGREEMENT.
12. The CONTRACTOR assures and certifies that private for-profit transit operators have been afforded a fair and timely opportunity to participate to the maximum extent feasible in the planning and provision of the proposed transportation services.
13. Transportation services under this AGREEMENT shall be provided for a minimum of 20 hours per week.
14. It is the parties' intention that grant funds will be available for timely expenditure, commencing with the State fiscal year when this AGREEMENT is executed. In the event that funds are not appropriated for the purpose of this AGREEMENT in an amount sufficient to allow the encumbrance of grant funds in accordance with this section, the parties agree that this AGREEMENT will terminate at the end of the State fiscal year for which funds have been encumbered. The CONTRACTOR's obligations under this AGREEMENT shall remain in effect until the PROJECT is completed under the terms of this AGREEMENT. Upon closeout of this AGREEMENT, any unreimbursed funds will revert as described in Article I and no further invoices shall be paid to CONTRACTOR.
15. Any 5311 Program funds, exclusive of 5311(f) Program funds, awarded for the PROJECT cannot be carried over more

Attachment: County of Mariposa SA 64BO21-01703 (LTC-2022-9 : Approve Agreement for FTA 5311 Transit Funds)

than one (1) year by the CONTRACTOR.

16. Invoices shall be submitted no more frequently than once per month for the PROJECT.
17. Invoices shall be submitted through the STATE's current Electronic Grants Management (EGM) system. At the time of this AGREEMENT, the STATE's designated EGM system was BlackCat Transit, its successors or assigns. This reference to the EGM System extends to any other replacement system the STATE may designate.
18. The full PROJECT invoice, showing both Federal Share and Local Share, shall be submitted by CONTRACTOR to the STATE for review and approval prior to payment. The STATE verifies PROJECT costs and payments made to ensure that funding shares are reported accurately for the Federal Financial Report (SF-425) that the STATE must file pursuant to the award of federal grants.
19. Invoices shall meet all the requirements of this AGREEMENT and be itemized in a manner consistent with the budget for the PROJECT as found in the APPLICATION. Appropriate backup documentation to support all PROJECT costs to be reimbursed shall be included. Appropriate documents may include, but are not limited to, purchase orders, signed invoices for materials, supplies and equipment, and for travel describing the purpose of travel as it pertains to the PROJECT, classifications of employees performing PROJECT work, hourly rates, and identification of work to be reimbursed for the payment period, indirect costs (only if permitted by the STATE under Article I), and subcontractor costs itemized similarly to those of the CONTRACTOR. CONTRACTOR's certification that goods or services purchased have been received and accepted shall accompany the invoice. Proof of payment made to the vendor or a copy of the method of payment must be submitted by the CONTRACTOR. Proof of payment includes bank statements or cancelled checks showing check number and "Paid in Full" or CONTRACTOR accounting records showing the transaction.
20. The CONTRACTOR's invoices and the vendor's invoices shall be consistent internally and with any purchase order applicable to the PROJECT and shall include a breakdown of equipment unit costs, sales tax, registration fees, and any other items procured with said purchase orders, including items and costs not reimbursable under this PROJECT and any items not subject to sales tax. The latter includes "items and materials when used to modify a vehicle for physically handicapped persons" that are exempt from sales tax under California Revenue and Taxation Code Section 6369.4.
21. Only work performed or goods or services that are received during the Performance Period dates in Exhibit A are eligible for reimbursement. Invoices shall show dates when work was performed or goods or services were received.
22. Eligibility for reimbursement of costs for the PROJECT shall be determined as follows.
    A. For Public Agencies and Commercial Organizations, the net PROJECT cost and allowable individual items of PROJECT cost shall be determined in conformance with Code of Federal Regulations (CFR) 48, Federal Acquisition Regulations (FAR) Chapter 1 Part 31 "Contract Cost Principles and Procedures", 2 CFR Part 225 (formerly Office of Management and Budgets (OMB) Circular A-87) "Cost Principles for State, Local, and Indian Tribal Governments", FAR Chapter 1 Subpart 31.2, "Contracts with Commercial Organizations," and other applicable regulations, circulars, or memoranda that may be issued by FTA and with the SMP.
    B. For Non-Profit Agencies, the net PROJECT cost and eligibility of individual items of PROJECT cost shall be determined in conformance with CFR Part 48, FAR Chapter 1 Part 31, 2 CFR Part 230 (formerly OMB Circular A-122) "Cost Principles for Non-Profit Organizations", and other applicable regulations, circulars, or memoranda that may be issued by the FTA and with the SMP.
23. Direct and Indirect Costs.
    A. The CONTRACTOR shall comply with 2 CFR Part 225 or 2 CFR Part 230 (as determined in Article I. Section 18) and certifies that all direct costs (and indirect costs, if permitted by STATE) billed are allowable. All direct costs, even for PROJECT administration activities, must be adequately supported with proper documentation.
    B. For Public Agencies only, in all programs except the 5310 Program, indirect costs may be approved for reimbursement at the discretion of the STATE and Program Manager. If allowed, indirect costs must be supported by an approved Cost Allocation Plan (CAP) and/or Indirect Cost Rate Proposal (ICRP). The CONTRACTOR shall obtain approval of the CONTRACTOR's CAP from the STATE's Independent Office of Audits and Investigations prior to submitting any invoices for reimbursement for the PROJECT. Indirect charges incurred prior to STATE's approval of the CAP or ICRP are not an allowable expense.
    C. Under no circumstances are indirect costs an allowable expense for a 5310 Program Project.
24. Payment for services satisfactorily provided, work satisfactorily performed or goods received under this AGREEMENT shall be made on a reimbursement basis and in arrears only for actual eligible costs.
25. Incomplete or disputed invoices shall be returned unpaid to the CONTRACTOR for correction. Corrected invoices must be resubmitted to STATE prior to the payment of the invoice.
26. Upon STATE's review and acceptance of an undisputed invoice by the STATE, the STATE agrees to reimburse the

Attachment: County of Mariposa SA 64BO21-01703 (LTC-2022-9 : Approve Agreement for FTA 5311 Transit Funds)

CONTRACTOR for eligible costs. Reimbursement will be made at the rate of Federal Share percentage shown in Exhibit A, up to the total amount of Federal Share. The Federal Share percentage may vary if the STATE has authorized the use of Transportation Development (Toll) Credits in lieu of required matching Local Share as described in Exhibit A.

27. Final invoice shall be submitted to the STATE as stipulated in Exhibit A. If a Final Invoice Date is not specified in Exhibit A, a final invoice shall be submitted no later than ninety (90) days after the expiration of this AGREEMENT.
28. Project Closeout.
    A. For all programs, any remaining balance/cost savings shall be returned to STATE for redistribution or reallocation. The redistribution or reallocation shall be in conformance with the following conditions:
        1. Rules of the program as described in the SMP, except that savings attributable to a project in the 5311 Program may be redistributed or reallocated in either the 5311 Program or the 5311(f) Subprogram;
        2. The federal apportionment which was utilized to fund the PROJECT;
        3. Consistent with the requirements of the federal grant which obligated the funds;
        4. In compliance with all Federal Transportation Improvement Plan (FSTIP) requirements.
    B. Upon successful completion of the PROJECT or upon termination of this AGREEMENT by the STATE, the parties shall determine the amount of compensation, if any, to be repaid by the CONTRACTOR to STATE in order to avoid any STATE liability to FTA due to payments erroneously made to the CONTRACTOR in excess of the total PROJECT amount eligible for Federal reimbursement.
29. The CONTRACTOR's scope of work shall be as described in Exhibit A of this AGREEMENT and the CONTRACTOR's application for federal assistance.
30. The CONTRACTOR agrees to perform this PROJECT in accordance with all of the terms and conditions of this AGREEMENT and the APPLICATION pertaining to this PROJECT.
31. The parties agree that only the following subsection of Article I Section 31 that matches the correspondingly-lettered subsection marked with an "X" in Exhibit A Section 2 Transportation Services Category shall apply to this AGREEMENT.

Attachment: County of Mariposa SA 64BO21-01703 (LTC-2022-9 : Approve Agreement for FTA 5311 Transit Funds)

A. Operating Assistance (5310, 5311, 5311(f))

1. Operating Assistance costs eligible for reimbursement under this AGREEMENT are costs directly related to system operations and may include fuel, oil, salaries and fringe benefits for drivers, dispatchers, maintenance employees, mechanics and administrative staff whose duties are directly related to this PROJECT, and licenses.

2. The CONTRACTOR's geographic area that will be served by the transportation program shall be as described in Exhibit A of this AGREEMENT and the APPLICATION.

3. The PROJECT period for which transit operational expenses are eligible for reimbursement under this AGREEMENT is the Performance Period as specified in Exhibit A.

4. Subcontracts for third-party services, including Third-Party Operating, are considered Local Procurements. As such, any subcontract or subaward contemplated by CONTRACTOR must be reviewed and approved by the STATE prior to the CONTRACTOR beginning any procurement-related activities including, but not limited to, award, renewal or amendment.

5. Whenever a CONTRACTOR conducts a Local Procurement, the following provisions are applicable.
   a. CONTRACTOR shall request and obtain the STATE's written approval of the procurement prior to ordering a vehicle or other equipment. The request shall be made in accordance with procedures promulgated by the STATE and on forms provided by the STATE.
   b. If the Local Procurement is deemed to be in full compliance with federal requirements, the STATE shall issue written approval of the Local Procurement to the CONTRACTOR.
   c. Reimbursement requests from the CONTRACTOR for the Federal Share will be accepted and paid after the vehicle or other equipment has been received by the CONTRACTOR.
   d. All reimbursement requests shall be submitted to the STATE through its EGM system.
   e. Any such Local Procurement shall:
      i. Be consistent with the approved bid award listed in Exhibit A of this AGREEMENT.
      ii. Be consistent with the documentation submitted by the CONTRACTOR with its request for review of the Local Procurement by the STATE.
      iii. Include a reference to the STATE's contract number assigned to this AGREEMENT.
6. If the PROJECT is funded by the 5310 Program and includes capital costs of contracting, allowable expenses may include depreciation and interest on facilities and equipment, as well as other capital costs such as preventive maintenance. Under the capital cost of contracting, only privately-owned assets are eligible. Any capital assets that have any remaining federal interest in them, or items purchased with state or local government assistance shall not be capitalized, nor shall costs incurred delivering services ineligible for FTA assistance, such as charter or school bus service. Detailed information regarding the capital cost of contracting is available in the 5310 Circular.

Attachment: County of Mariposa SA 64BO21-01703 (LTC-2022-9 : Approve Agreement for FTA 5311 Transit Funds)

B. Preventive Maintenance (5311, 5311(f))

1. Preventive Maintenance activities consist of routine revenue and non-revenue vehicle inspection and maintenance for bus operations including: inspecting revenue vehicle components on a scheduled preventive maintenance basis (e.g., engine and transmission, fuel system, ignition system, chassis, body-exterior and interior, electrical system, lubrication system, trolleys, pantographs and third rail shoes, trucks, braking system, air-conditioning system); performing minor repairs to the above-listed revenue vehicle components; changing lubrication fluids; replacing minor repairable units of the above-listed revenue vehicle components; making road calls to service revenue vehicle breakdowns; towing and shifting revenue vehicles to maintenance facilities; rebuilding and overhauling repairable components; performing major repairs on revenue vehicles on a scheduled or unscheduled basis.

2. For the purpose of carrying out the PROJECT, the labor, associated administrative, and incidental costs pursuant to this AGREEMENT shall not exceed the estimated cost specified in Exhibit A.

3. The PROJECT Period for which Preventive Maintenance expenses are eligible for reimbursement under this AGREEMENT is the Performance Period as specified in Exhibit A.

4. The request(s) for reimbursement shall certify that the CONTRACTOR has paid wages and salaries and shall list the various salary and other accounts to which the grant funds will be applied. Upon receipt of these invoices, the STATE shall reimburse the CONTRACTOR up to the percentage of total PROJECT costs as specified in Exhibit A, but not to exceed the amount encumbered in this AGREEMENT.

5. The STATE's obligations to compensate the CONTRACTOR under the terms of this AGREEMENT shall terminate upon payments of the CONTRACTOR's invoice(s) for the FTA allowable activities, supplies, materials, wages, salaries, and services required to preserve or extend the functionality and serviceability of the asset in a cost-effective manner.

6. Subcontracts for third-party services, including Preventive Maintenance, are considered Local Procurements. As such, any subcontract or subaward contemplated by CONTRACTOR must be reviewed and approved by the STATE prior to the CONTRACTOR beginning any procurement-related activities including, but not limited to, award, renewal or amendment.

7. Whenever a CONTRACTOR conducts a Local Procurement, the following provisions are applicable.
   a. CONTRACTOR shall request and obtain the STATE's written approval of the procurement prior to executing a contract pursuant to this PROJECT with a third party. The request shall be made in accordance with procedures promulgated by the STATE and on forms provided by the STATE. If the Local Procurement is deemed to be in full compliance with federal requirements, the STATE shall issue written approval of the Local Procurement to the CONTRACTOR.
   b. Reimbursement requests from the CONTRACTOR for the Federal Share will be accepted and paid after the vehicle or other equipment has been received by the CONTRACTOR.
   c. All reimbursement requests shall be submitted to the STATE through its EGM system.
   d. Any such Local Procurement shall:
      i. Be consistent with the approved bid award listed in Exhibit A of this AGREEMENT.
      ii. Be consistent with the documentation submitted by the CONTRACTOR with its request for review of the Local Procurement by the STATE.
      iii. Include a reference to the STATE's contract number assigned to this AGREEMENT.

Attachment: County of Mariposa SA 64BO21-01703 (LTC-2022-9 : Approve Agreement for FTA 5311 Transit Funds)

C. Planning (5311, 5311(f))

1. Planning activities must be directed specifically at the needs of rural areas in the state and be included in the Planning Work Program. Eligible activities support efforts to:

2. Develop transportation plans and programs,

3. Plan, engineer, design and evaluate a public transportation project, and

4. Conduct technical studies relating to public transportation.

5. The Period for which PROJECT expenses are eligible for reimbursement under this AGREEMENT is the Performance Period as specified in Exhibit A.

6. Subcontracts for third-party services, including Planning, are considered Local Procurements As such, any subcontract or subaward contemplated by CONTRACTOR must be reviewed and approved by the STATE prior to the CONTRACTOR beginning any procurement-related activities including, but not limited to, award, renewal or amendment.

7. Whenever a CONTRACTOR conducts a Local Procurement, the following provisions are applicable.
   a. CONTRACTOR shall request and obtain the STATE's written approval of the procurement prior to executing a contract pursuant to this PROJECT with a third party. The request shall be made in accordance with procedures promulgated by the STATE and on forms provided by the STATE.
   b. If the Local Procurement is deemed to be in full compliance with federal requirements, the STATE shall issue written approval of the Local Procurement to the CONTRACTOR.
   c. Reimbursement requests from the CONTRACTOR for the Federal Share will be accepted and paid after the vehicle or other equipment has been received by the CONTRACTOR.
   d. All reimbursement requests shall be submitted to the STATE through its EGM system.
   e. Any such Local Procurement shall:
      i. Be consistent with the approved bid award listed in Exhibit A of this AGREEMENT.
      ii. Be consistent with the documentation submitted by the CONTRACTOR with its request for review of the Local Procurement by the STATE.
      iii. Include a reference to the STATE's contract number assigned to this AGREEMENT.

Attachment: County of Mariposa SA 64BO21-01703 (LTC-2022-9 : Approve Agreement for FTA 5311 Transit Funds)

D. Capital Project (Vehicle/Equipment) (5310)

1. Maximum vehicle funding limits shall be set by the STATE and shall apply to nonprofit and public agencies without prejudice. Purchase order requirements are further detailed in Article III. The Federal Share for all vehicle procurements shall be as shown in Exhibit A.

2. The Period for which PROJECT expenses are eligible for reimbursement under this AGREEMENT is the Performance Period as specified in Exhibit A.

3. The CONTRACTOR agrees to operate the equipment funded and made available through the PROJECT within the service area as described in Exhibit A.

4. This is a new PROJECT for equipment or new vehicles (not designated as "used" by Federal Trade Commission Agency 16 CFR Part 455.1(d)(2) as well as California Vehicle Code Section 100-680).

5. Public Agencies may purchase Vehicles using any one of the following three methods.
   a. CONTRACTOR may request that the STATE purchase the PROJECT vehicle on its behalf, in which case the provisions regarding deposit of Local Share in paragraph 12 below shall apply.
   b. CONTRACTOR may purchase vehicles directly from a State-approved Contract.
   c. CONTRACTOR may purchase vehicles through its own procurement procedures. CONTRACTOR must obtain prior written authorization from the STATE when utilizing its own procurement procedures. Authorization shall be requested in accordance with the STATE's designated procedures.

6. Nonprofit Agencies may purchase Vehicles using either of the following two methods.
   a. CONTRACTOR may request that the STATE purchase the PROJECT vehicle on its behalf, in which case the provisions regarding deposit of Local Share in paragraph 12 below shall apply.
   b. CONTRACTOR may purchase vehicles through its own procurement procedures. Nonprofit Agencies that procure vehicles in this way must receive prior written authorization from the STATE.

7. Any Vehicle(s) purchased by the STATE for a Nonprofit Agency, shall be from a STATE-approved Contract.

8. The following provisions regarding Local Share apply to any CONTRACTOR, whether a Public Agency or a Non-Profit Agency, for whom the STATE is purchasing a vehicle or other equipment.
   a. Unless Transportation Development (Toll) Credits in lieu of Local Share have been authorized by the STATE, CONTRACTOR shall deposit the Local Share amount and any amount designated as Additional Local Share in Exhibit A into an escrow account at the financial institution designated by the STATE for this purpose. No further billing or payment is required of the CONTRACTOR.
   b. The escrow deposit shall be made within 90 days after execution of this AGREEMENT by the STATE or 90 days following notification by the STATE of the necessity of an escrow deposit. Detailed instructions for making this deposit will be provided to the CONTRACTOR by the STATE.
   c. Vehicles or other equipment shall not be procured by the STATE, on behalf of the CONTRACTOR, until the deposit of the CONTRACTOR's Local Share into escrow has been verified by the STATE.
   d. In the event a balance due is owed to the CONTRACTOR for any unused portion of the Local Share, the CONTRACTOR shall request a refund from Caltrans in writing. Caltrans will initiate the refund process with the designated financial institution.
   e. Per the 5310 Program Circular, the Local Share may be derived from Federal programs that are eligible to be expended for transportation from programs other than USDOT programs except for funds from USDOT Federal Lands Highway Program.

9. The CONTRACTOR shall be responsible for 100% of all costs which exceed the approved Federal Share amount specified in Exhibit A. In no event shall the STATE be obligated to contribute STATE funds toward the cost of the PROJECT.

Attachment: County of Mariposa SA 64BO21-01703 (LTC-2022-9 : Approve Agreement for FTA 5311 Transit Funds)

10. Timely Commencement of Local Procurement Activities. After receiving written approval from the STATE, CONTRACTOR shall initiate Local Procurement in a timely manner. For a Vehicle purchase, CONTRACTOR shall conduct the procurement in accordance with the schedule currently on file with the STATE and approved by the Program Manager. For the purchase of Other Equipment, CONTRACTOR shall purchase approved PROJECT equipment within three months of AGREEMENT execution. If the purchase is for on-board equipment for a new Vehicle, the purchase shall be made within three (3) months of Vehicle acceptance. If the equipment is not purchased within the designated timeframe, the CONTRACTOR may be subject to contract termination provisions described in Article II.

11. Required Documents for Reimbursement. Upon receipt of complete documentation for the procurement and of the DBE Actual Payment Form, the STATE will reimburse the CONTRACTOR for the Federal Share in arrears.

12. Evidence of Insurance. Before delivery of a vehicle(s) to the CONTRACTOR, the CONTRACTOR shall furnish to the STATE a certificate of insurance issued by a company licensed to write such insurance in California. Evidence of insurance shall also be provided to the STATE annually before the expiration date of the certificate. At any time that such evidence of insurance has not been provided, the STATE shall have the immediate right to take possession of the PROJECT equipment and to enter the property of the CONTRACTOR for this purpose.

13. The STATE holds a lien interest in the PROJECT until the end of the PROJECT's Useful Life as shown in Article II is reached and the STATE has received and approved a request from the CONTRACTOR to release its interest in the PROJECT. The STATE's lien interest shall survive this AGREEMENT and the CONTRACTOR shall be responsible for using the PROJECT in compliance with state, federal and applicable Program requirements stated herein, including reporting, until the STATE affirmatively releases its lien interest. The STATE's release of its lien may be conducted in the STATE's EGM system.

Attachment: County of Mariposa SA 64BO21-01703 (LTC-2022-9 : Approve Agreement for FTA 5311 Transit Funds)

E. Capital Project (Vehicle/Equipment) (5311, 5311(f), 5339, CMAQ)

1. New PROJECTs for equipment or new vehicles shall not designated as "used" by Federal Trade Commission Agency 16 CFR Part 455.1(d)(2) or California Vehicle Code Section 100-680.

2. CONTRACTOR agrees to operate the equipment funded and made available through the PROJECT within the service area as described in Exhibit A and the APPLICATION.

3. The STATE's obligations to compensate the CONTRACTOR under the terms of this AGREEMENT shall terminate upon the STATE's reimbursement of CONTRACTOR's invoice(s) for FTA-allowable portions of PROJECT costs. Reimbursements will only be allowed after execution of this AGREEMENT.

4. The STATE holds a lien interest in the PROJECT until the end of the PROJECT's Useful Life as shown in Article II is reached and the STATE has received and approved a request from the CONTRACTOR to release its interest in the PROJECT. The STATE's lien interest shall survive this AGREEMENT and the CONTRACTOR shall be responsible for using the PROJECT in compliance with state, federal and applicable Program requirements stated herein, including reporting, until the STATE affirmatively releases its lien interest. The STATE's release of its lien may be conducted in the STATE's EGM system.

5. Public Agencies may purchase Vehicles using any one of the following three methods.
   a. CONTRACTOR may request that the STATE purchase the PROJECT vehicle on its behalf, in which case the provisions regarding deposit of Local Share in paragraph 12 below shall apply.
   b. CONTRACTOR may purchase vehicles directly from a State-approved Contract.
   c. CONTRACTOR may purchase vehicles through its own procurement procedures. CONTRACTOR must obtain prior written authorization from the STATE when utilizing its own procurement procedures. Authorization shall be requested in accordance with the STATE's designated procedures.

6. Any Vehicle(s) purchased by the STATE for a Public Agency shall be from a STATE-approved Contract.

7. The following provisions regarding Local Share apply to any CONTRACTOR for whom the STATE is purchasing a vehicle or other equipment.
   a. Unless Transportation Development (Toll) Credits in lieu of Local Share have been authorized by the STATE, CONTRACTOR shall deposit the Local Share amount and any amount designated as Additional Local Share in Exhibit A into an escrow account at the financial institution designated by the STATE for this purpose. No further billing or payment is required of the CONTRACTOR.
   b. The escrow deposit shall be made within 90 days after execution of this AGREEMENT by the STATE or 90 days following notification by the STATE of the necessity of an escrow deposit. Detailed instructions for making this deposit will be provided to the CONTRACTOR by the STATE.
   c. Vehicles or other equipment shall not be procured by the STATE, on behalf of the CONTRACTOR, until the deposit of the CONTRACTOR's Local Share into escrow has been verified by the STATE.
   d. In the event a balance due is owed to the CONTRACTOR for any unused portion of the Local Share, the CONTRACTOR shall request a refund from Caltrans in writing. Caltrans will initiate the refund process with the designated financial institution.

Attachment: County of Mariposa SA 64BO21-01703 (LTC-2022-9 : Approve Agreement for FTA 5311 Transit Funds)

F. Capital Project (Real Estate Acquisition/Construction) (5311, 5311(f), 5339)

1. For Real Estate Acquisition, the CONTRACTOR must perform each of the procedures below pursuant to the Award Management Circular, 2 CFR Part 200, 49 CFR Part 24 Subpart B, and the FTA Master Agreement.
   a. The conduct of Hazardous Waste Site Assessments before acquiring real property.
   b. The conduct of an independent appraisal by a certified appraiser.
   c. The requirement for a review appraisal of the initial appraisal.
   d. FTA review and concurrence requirements related to the CONTRACTOR's offer to buy the property.
   e. If the CONTRACTOR is leasing the property, incidental use of acquired real property as a means to supplement transit revenues.
   f. Disposition of excess real property by sale, lease, donation, transfer to other programs, or other conveyance methods.
   g. The requirement to prepare an excess property utilization plan for all real property no longer used for its original purpose.

2. For Construction Projects, CONTRACTOR must submit a Plans, Specifications, and Estimate (PS&E) Checklist. CONTRACTOR shall certify that the PROJECT was designed and prepared for advertisement in accordance with applicable sections regarding "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" in 2 CFR Part 200, the Third-Party Contracts Circular, "Construction Management and Oversight" section of the 5311 Circular, the FTA "Projects and Construction Management Guidelines", and the FTA "Best Practices Procurement Manual".

3. The CONTRACTOR assures and certifies that the PROJECT complies with regulations of 23 CFR Part 771 regarding environmental impact and related procedures.

4. CONTRACTOR understands and agrees that all documents relating to this PROJECT may be reviewed by FTA and/or STATE in order to verify the PS&E certification. CONTRACTOR also understands and agrees that if deficiencies are found in subsequent reviews, the following actions may be taken:
   a. Where minor deficiencies are found, PS&E Certification for future projects may be conditionally approved or not accepted until the deficiencies are corrected.
   b. Where deficiencies are of such magnitude as to create doubt that the policies and objectives of applicable federal and state laws will not be accomplished by the PROJECT, federal funding may be withdrawn at the discretion of the Office Chief of Federal Transit Grants Programs.

5. For the purpose of carrying out the PROJECT, the Real Estate Acquisition/Construction PROJECT is to be purchased and/or constructed, at costs not to exceed the estimated cost specified in Exhibit A.

6. The STATE holds a lien interest in the PROJECT until the end of the PROJECT's Useful Life as shown in Article II is reached and the STATE has received and approved a request from the CONTRACTOR to release its interest in the PROJECT. The STATE's lien interest shall survive this AGREEMENT and the CONTRACTOR shall be responsible for using the PROJECT in compliance with state, federal and applicable Program requirements stated herein, including reporting, until the STATE affirmatively releases its lien interest. The STATE's release of its lien may be conducted in the STATE's EGM system.

Attachment: County of Mariposa SA 64BO21-01703 (LTC-2022-9 : Approve Agreement for FTA 5311 Transit Funds)

G. Mobility Management (5310)

1. The CONTRACTOR agrees to complete the defined Mobility Management PROJECT described in the APPLICATION, which is on file with the STATE and which is subject to all the terms and conditions of this AGREEMENT.

2. All Mobility Management PROJECTs require a Detailed Implementation Plan as a part of the Project Application. The Detailed Implementation Plan, as submitted, is hereby made a part of this PROJECT. The tasks described in the Detailed Implementation Plan shall be implemented by the CONTRACTOR pursuant to this AGREEMENT at costs not to exceed the estimated cost specified in the Detailed Implementation Plan and in Exhibit A.

3. Invoices for all Mobility Management PROJECTs shall be itemized in accordance with the Detailed Implementation Plan and shall incorporate PROJECT progress, including dates of service, tasks partially or fully completed, and hours worked together with copies of the equipment vendor's invoices and the CONTRACTOR's purchase orders.

4. Subcontracts for third-party services, including Planning, are considered Local Procurements. As such, any subcontract or subaward contemplated by CONTRACTOR is subject to the provisions of Article II Section 46. Bid or Proposal and Third-Party Contract Award of this AGREEMENT.

5. Whenever a CONTRACTOR conducts a Local Procurement, the following provisions are applicable.
   a. CONTRACTOR shall request and obtain the STATE's written approval of the procurement prior to executing a contract pursuant to this PROJECT with a third party. The request shall be made in accordance with procedures promulgated by the STATE and on forms provided by the STATE.
   b. If the Local Procurement is deemed to be in full compliance with federal requirements, the STATE shall issue written approval of the Local Procurement to the CONTRACTOR.
   c. Reimbursement requests from the CONTRACTOR for the Federal Share will be accepted and paid after the vehicle or other equipment has been received by the CONTRACTOR.
   d. All reimbursement requests shall be submitted to the STATE through its EGM system.
   e. Any such Local Procurement shall:
      i. Be consistent with the approved bid award listed in Exhibit A of this AGREEMENT.
      ii. Be consistent with the documentation submitted by the CONTRACTOR with its request for review of the Local Procurement by the STATE.
      iii. Include a reference to the STATE's contract number assigned to this AGREEMENT.

Attachment: County of Mariposa SA 64BO21-01703 (LTC-2022-9 : Approve Agreement for FTA 5311 Transit Funds)

H. Transfer of Used Vehicle/Equipment (5310)

1. The STATE will evaluate potential transfer need for vehicle/equipment on a case-by-case basis. The CONTRACTOR will submit the following information for the State to make its determination:
   a. Project Description and Justification for Funding Request (Replacement or Expansion);
   b. Proposed Service and Operating Plan (including map of service area);
   c. Existing Transportation Services (current fleet);
   d. Proposed Transportation Services; and
   e. Signed Certifications and Assurances.

2. In the event the CONTRACTOR's submitted information conflicts with any terms or conditions of this AGREEMENT after the STATE has agreed to a vehicle/equipment transfer, this AGREEMENT shall supersede the CONTRACTOR's submitted information.

3. The CONTRACTOR agrees to perform the PROJECT to provide transportation services primarily to seniors and persons with disabilities, including their incidental baggage, and to persons accompanying the seniors or persons with disabilities in accordance with the terms and conditions of this AGREEMENT and the CONTRACTOR's application for federal assistance.

4. The CONTRACTOR shall always use the PROJECT exclusively and in conformity with the PROJECT description for as long as the equipment is needed for the PROJECT.

5. Vehicles may not be transferred without prior written approval from the STATE.

6. The STATE holds a lien interest in the PROJECT until the end of the PROJECT's Useful Life as shown in Article II is reached and the STATE has received and approved a request from the CONTRACTOR to release its interest in the PROJECT. The STATE's lien interest shall survive this AGREEMENT and the CONTRACTOR shall be responsible for using the PROJECT in compliance with state, federal and applicable Program requirements stated herein, including reporting, until the STATE affirmatively releases its lien interest. The STATE's release of its lien may be conducted in the STATE's EGM system.

Attachment: County of Mariposa SA 64BO21-01703 (LTC-2022-9 : Approve Agreement for FTA 5311 Transit Funds)

I. Transfer of Used Vehicle/Equipment (5311, 5311(f), 5339)

1. The CONTRACTOR shall always use the PROJECT equipment exclusively and in conformity with the PROJECT Scope of Work in Exhibit A and the PROJECT Description.

2. Vehicles may not be transferred without prior written approval from the STATE.

3. The STATE has evaluated and approved the transfer for vehicle/equipment based on the CONTRACTOR's request containing the following information.
   a. Project Description and Justification for Funding Request (Replacement or Expansion)
   b. Existing Transportation Services (current fleet)
   c. Proposed Transportation Services
   d. Signed Certifications and Assurances
   e. Board Resolutions of Both Parties participating in the transfer

4. The STATE holds a lien interest in the PROJECT until the end of the PROJECT's Useful Life as shown in Article II is reached and the STATE has received and approved a request from the CONTRACTOR to release its interest in the PROJECT. The STATE's lien interest shall survive this AGREEMENT and the CONTRACTOR shall be responsible for using the PROJECT in compliance with state, federal and applicable Program requirements stated herein, including reporting, until the STATE affirmatively releases its lien interest. The STATE's release of its lien may be conducted in the STATE's EGM system.

Attachment: County of Mariposa SA 64BO21-01703 (LTC-2022-9 : Approve Agreement for FTA 5311 Transit Funds)

ARTICLE II
GENERAL TERMS AND CONDITIONS

1. Subrecipient. For the purpose of this AGREEMENT, the CONTRACTOR is the Subrecipient as referenced in the Federal Transportation Funding Law and the applicable Program Circular. As a Subrecipient of FTA funds the CONTRACTOR agrees to comply with the federal statutes, regulations, executive orders, directives and administrative requirements which relate to applications made to and grants received from FTA, including but not limited to, the USDOT FTA Master Agreement and the FTA Circular for the 5310 Program, the 5311 Program and/or the 5339 Program.

2. Budget Contingency Clause.
   A. The CONTRACTOR agrees that it will provide funds in an amount sufficient, together with the grant, to assure payment of those actual total net PROJECT costs. The funds provided shall include sufficient funds from other eligible sources to provide the PROJECT local matching requirements in accordance with the Federal Transportation Funding Law.
   B. It is mutually agreed that if the State Budget Act or the Federal Transportation Funding Law of the current year and/or any subsequent years covered under this AGREEMENT does not appropriate sufficient funds for the program, this AGREEMENT shall be of no further force and effect. In this event, the STATE shall have no liability to pay any funds whatsoever to CONTRACTOR or to furnish any other considerations under this AGREEMENT and CONTRACTOR shall not be obligated to perform any provisions of this AGREEMENT.
   C. If funding for any fiscal year is reduced or deleted by the State Budget Act or the Federal Transportation Funding Law for purposes of this program, the STATE shall have the option to either cancel this AGREEMENT with no liability occurring to the STATE or offer an amended Agreement to CONTRACTOR that reflects the reduced amount.

3. State of California Prompt Payment and Return of Retainage Provisions.
   A. All payments to the CONTRACTOR shall be made in accordance with California Government Code (GC), Chapter 4.5, commencing with Section 927, which is known as the California Prompt Payment Act. If an authorized disbursement is not made within the thirty (30) calendar-day departmental limit stipulated by the California Prompt Payment Act, interest penalties may be payable to the CONTRACTOR.
   B. Unless the approved PROJECT is for Construction, the CONTRACTOR shall not hold retainage (i.e. withhold retention) from any subcontractor. The STATE shall not hold retainage from any CONTRACTOR.
   C. If a dispute arises regarding Construction PROJECTs only, the CONTRACTOR may exercise its rights under California Public Contract Code (PCC), Section 10262.5 or Division 2, Part 2, Chapter 1 Article of the California Business and Professions Code (BPC), as applicable.
   D. The CONTRACTOR must pay third-party contractors within 30 days for satisfactory performance of work related to this Agreement. In the case of progress payments, the CONTRACTOR must pay third-party contractors within 7 days of receipt of each undisputed progress payment from the STATE, unless the PROJECT is for Construction. In the case of a Construction PROJECT only, the CONTRACTOR is required to pay its subcontractors for satisfactory performance of work related to this AGREEMENT no later than 30 days after the CONTRACTOR's receipt of payment for that work from the STATE. In addition, the CONTRACTOR is required to return any retainage (retention) payment to any subcontractor within 30 days after the subcontractor's work related to this AGREEMENT is satisfactorily completed.
   E. Federal Prompt Payment and Retainage requirements as described in Section 57 of this Article also apply to this AGREEMENT. If there is any conflict between the California Prompt Payment Act and the Federal Prompt Payment and Retainage requirements, the more stringent requirements shall apply.

4. Approval.
   A. Except as provided herein, this AGREEMENT is of no force or effect until signed by both parties and approved by the STATE.
   B. The STATE reserves the right to sign and approve the AGREEMENT provided however, the commencement of work shall not be authorized until the expenditure of federal funds has been authorized by the FTA for a specific Federal fiscal year or a pre-award expenditure authority approved by the STATE. The CONTRACTOR may not commence performance until federal authorization has been obtained.
   C. It is mutually understood between the parties that this AGREEMENT, for the mutual benefit of both parties, may

Attachment: County of Mariposa SA 64BO21-01703 (LTC-2022-9 : Approve Agreement for FTA 5311 Transit Funds)

have been written before ascertaining the availability of congressional or legislative appropriation of funds in order to avoid program and fiscal delays that would occur if the AGREEMENT were executed after the determination was made.

D. This AGREEMENT is valid and enforceable only if sufficient funds are made available to the STATE by the United States Government or the California State Legislature for the purpose of this program. In addition, this AGREEMENT is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress or the State Legislature that may affect the provisions, terms or funding of this AGREEMENT in any manner.

E. It is mutually agreed that if the Congress or the State Legislature does not appropriate sufficient funds for the program, this AGREEMENT shall be amended to reflect any reduction in funds.

F. State Law. This AGREEMENT shall be interpreted according to the laws of the State of California, except as to those provisions where federal law shall apply; as to those provisions where federal law applies, the rules, regulations, statutes and executive orders of the federal government shall be applicable. If any provision of this AGREEMENT requires that CONTRACTOR observe or comply with or perform any activity in contradiction or violation of State law, the CONTRACTOR will notify STATE at once, in writing, of such provision. The remaining AGREEMENT provisions shall not be affected. The unenforceable provisions(s) shall be renegotiated by the CONTRACTOR and STATE for mutually-agreed and appropriate changes and/or modifications; and the CONTRACTOR shall proceed, as soon as is possible, with PROJECT.

G. No issuance of a CONTRACT or amendments to a CONTRACT will occur until the STATE has received proof that the PROJECT has been programmed and is in an approved FSTIP.

5. Enforcement/Remedies for Non-Compliance and/or Breach of Contract. If a CONTRACTOR materially fails to comply with any term of this AGREEMENT, or fails to refund any moneys due STATE, the STATE may take one or more of the following actions:
   A. Disallow or temporarily withhold payments pending correction of the deficiency by the CONTRACTOR.
   B. Wholly or partially suspend or terminate the current award for the CONTRACTOR's PROJECT.
   C. Withhold future awards to the CONTRACTOR.
   D. Withhold or demand a transfer of an amount equal to the amount paid by or owed to STATE from remaining grant balance and/or future apportionments, or any other funds due CONTRACTOR from the Federal Trust Fund or any other sources of funds.
   E. Take any other remedies that may be legally available.

6. Timeliness. Time is of the essence in this AGREEMENT. CONTRACTOR shall return the signed AGREEMENT to the STATE within 90 calendar days after issuance. In the event this AGREEMENT is not signed and returned within 90 days of issuance, the PROJECT identified in Exhibit A of this AGREEMENT may be withdrawn and cancelled at the discretion of the STATE.

7. Amendment. No amendment or alteration of the terms of this AGREEMENT shall be valid unless submitted in writing, signed by the parties and approved as required. This AGREEMENT may be amended in writing, by mutual consent of the parties, on a case-by-case basis where warranted. The request for an Amendment must be made in writing to the Program Manager no less than sixty (60) days before the AGREEMENT's Expiration Date shown in Exhibit A. If an Amendment is issued by STATE, the Amendment shall be signed and returned by the CONTRACTOR prior to the expiration of the AGREEMENT currently in force, but in no instance more than 90 calendar days after issuance of the proposed amendment. If CONTRACTOR does not sign and return the Amendment within the allowed period for execution, the PROJECT may be either withdrawn or cancelled at the discretion of the STATE.

8. No Oral Understanding or Agreement. No oral understanding or agreement not incorporated in this AGREEMENT is binding on any of the parties.

9. Assignment. This AGREEMENT is not assignable by the CONTRACTOR, either in whole or in part, without the consent of the STATE in the form of a formal written amendment.

10. Independent Contractor. The CONTRACTOR, and the agents and employees of the CONTRACTOR, in the performance

Attachment: County of Mariposa SA 64BO21-01703 (LTC-2022-9 : Approve Agreement for FTA 5311 Transit Funds)

of this AGREEMENT, shall act in an independent capacity and not as officers or employees or agents of the STATE.

11. Antitrust Claims. By signing this AGREEMENT, the CONTRACTOR hereby certifies that if services or goods covered by this AGREEMENT are obtained by means of a competitive bid, the CONTRACTOR shall comply with the requirements of the California Government Code (GC) Sections set out below.
    A. GC Sections 4550 through 4554 regarding antitrust claims contain the following definitions:
        1. "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the STATE or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to BPC Section 16750(c).
        2. GC Section 4550 defines a "public purchasing body" as the STATE or the subdivision or agency making a public purchase.
    B. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 USC Section 15) or under the Cartwright Act (BPC Chapter 2, commencing with Section 16700 of Part 2 of Division 7), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Per GC Section 4552, such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder.
    C. Per GC Section 4553, if an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the awarding body or public purchasing body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the awarding body or public purchasing body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery.
    D. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and either 1) the assignee has not been injured thereby, or 2) the assignee declines to file a court action for the cause of action, per GC Section 4554.

12. Child Support Compliance Act. For any AGREEMENT in excess of $100,000, the CONTRACTOR acknowledges in accordance with PCC Section 7110, that:
    A. The CONTRACTOR recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the California Family Code; and
    B. The CONTRACTOR, to the best of its knowledge, is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

13. Unenforceable Provision. If any provision of this AGREEMENT is unenforceable or held to be unenforceable by a court of competent jurisdiction, then the parties agree that all other provisions of this AGREEMENT have force and effect and shall not be affected thereby.

14. Priority Hiring Considerations. If this AGREEMENT includes services in excess of $200,000, the CONTRACTOR shall give priority consideration in filling vacancies in positions funded by the AGREEMENT to qualified recipients of aid under the California Welfare and Institutions Code Section 11200, in accordance with PCC Section 10353.

15. State Management Plan (SMP). The STATE is designated by the Governor of the State of California to administer the FTA Federal Transit grant programs. The implementation and administration of the FTA programs are outlined in the SMP. Should there be a discrepancy between the SMP and this AGREEMENT, the AGREEMENT shall govern.

16. Annual FTA Certification and Assurances. As requested by the STATE, the CONTRACTOR annually must complete and submit to the STATE the Annual Certifications and Assurances for Federal Transit Administration Assistance Programs, the Certifications and Assurances Checklist, and the Signature Page as published by the FTA.

Attachment: County of Mariposa SA 64BO21-01703 (LTC-2022-9 : Approve Agreement for FTA 5311 Transit Funds)

17. Buy America. The CONTRACTOR shall comply with the Buy America requirements of 49 USC Section 5323(j) and 49 CFR Part 661 for all procurements of steel, iron and manufactured products used in PROJECT. Buy America requirements apply to all purchases, including materials and supplies funded as operating costs, if the purchase exceeds the threshold for small purchases (currently $100,000). Separate requirements for rolling stock are set out at 49 USC Section 5323(j)(2)(c) and 49 CFR Part 661.11.

18. U.S. Flag Requirements.
    A. Shipments by Ocean Vessel. For third-party contracts that may involve equipment, materials, or commodities which may be transported by ocean vessels, the CONTRACTOR and subcontractors must comply with 46 USC Section 55303 and 46 CFR Part 381, "Cargo Preference-U.S. Flag Vessels."
    B. Shipments by Air Carrier. For third-party contracts that may involve shipments of federally assisted property by air carrier, the CONTRACTOR and subcontractors must comply with the 49 USC Section 40118, which may be cited as the "Fly America Act," "Use of United States Flag Air Carriers," and 41 CFR Parts 301-10.131 through 301-10.143.
    C. Project Travel. In accordance with 49 USC Section 40118 and 41 CFR Part 301-10, the CONTRACTOR and all subcontractors are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation, to the extent such service is available or applicable.

19. Accounting Records. The CONTRACTOR shall establish and maintain separate accounting records and reporting procedures for the fiscal activities of the PROJECT. The CONTRACTOR's accounting system shall conform to generally accepted accounting principles (GAAP) and uniform standards that may be established by STATE. All records shall provide a breakdown of total costs charged to the PROJECT including properly-executed payrolls, time records, invoices and vouchers.

20. Vehicle Operator Licensing. The CONTRACTOR is required to comply with all applicable requirements of the Federal Motor Carrier Safety Administration (FMCSA) regulations and the California Vehicle Code including, but not limited to, the requirement that all vehicle operators have a valid State of California driver's license, including any special operator license that may be necessary for the type of vehicle operated.

21. Audit Requirements. The CONTRACTOR shall be responsible for meeting the audit requirements of Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 1201. The required audit reports shall be submitted to the State Controller with a copy to STATE in conformance with the compliance guidelines issued by the California Department of Finance. The cost of audits made in accordance with the provisions of 2 CFR Part 200 is an allowable charge to this PROJECT.

22. Record Keeping. The CONTRACTOR and all subcontractors shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of this AGREEMENT. All parties shall make such materials available at their respective offices at all reasonable times during the performance period and for three (3) years from the date of final payment under this AGREEMENT and any subcontract or subaward as a result of this AGREEMENT.

23. Examination of Records. The STATE, the Caltrans' Independent Office of Audits and Investigations, the State Auditor General, and any duly authorized representative of the Federal government shall have access to any books, records, and documents of the CONTRACTOR and its subcontractors that are pertinent to this AGREEMENT for audits, examinations, excerpts, and transactions. Copies thereof shall be furnished by CONTRACTOR upon request. Where any information required of a CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, the CONTRACTOR shall so certify to the STATE or the FTA, as appropriate, and shall set forth what efforts it has made to obtain the information. The CONTRACTOR shall include a clause to this effect in every subcontract entered into relative to the PROJECT.

24. Examination of Accounting. The CONTRACTOR's accounting system and billing procedures are subject to audit by the STATE prior to contract award, and accounting records pertaining to work performed and costs billed to the STATE are subject to audit for a period of three (3) years from the date of final payment under this AGREEMENT. If the CONTRACTOR fails to retain records such as employee time cards, payroll records, travel records, equipment time and cost records, billings from subcontractors, material and equipment suppliers' records that are sufficient to permit audit

Attachment: County of Mariposa SA 64BO21-01703 (LTC-2022-9 : Approve Agreement for FTA 5311 Transit Funds)

verification of the validity of costs charged to the STATE, the CONTRACTOR will be liable for reimbursement to the STATE of all unsubstantiated billings.

25. Reporting Forms. The CONTRACTOR shall furnish the STATE with any additional reports or data that may be required by FTA or other federal agencies. Such information will be submitted on forms provided by the STATE.

26. Debarment and Suspension. The CONTRACTOR agrees as follows:
    A. The CONTRACTOR agrees to comply with the requirements of Executive Order Nos. 12549 and 12689, "Debarment and Suspension," 31 USC Section 6101 note; and U.S. DOT regulations on Debarment and Suspension and 49 CFR Part 29.
    B. Unless otherwise permitted by FTA, the CONTRACTOR agrees to refrain from awarding any third-party contract of any amount to or entering into any sub-agreement of any amount with a party identified in the "U.S. General Services Administration's (U.S. GSA) System for Award Management (https://www.sam.gov) List of Parties Excluded from Federal procurement or Non-Procurement Program," implementing Executive Order Nos. 12549 and 12689, "Debarment and Suspension" and 49 CFR Part 29. The list also includes the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible for contract award under statutory or regulatory authority other than Executive Order Nos. 12549 and 12689.
    C. In accordance with 2 CFR Part 1200 and OMB, "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 CFR Part 180, the CONTRACTOR agrees to obtain a debarment and suspension certification from each prospective subrecipient, third-party contractor or subcontractor containing information about the debarment and suspension status and other specific information of that contractor and its principals before award of a third-party contract or subcontract at any tier of $25,000 or more.

27. Compliance with Federal Statutes. During the performance of this AGREEMENT, the CONTRACTOR, its assignees and successors in interest, agree to comply with all Federal statutes and regulations applicable to grantee recipients under 49 USC Chapter 53, including, but not limited to the following:
    A. Nondiscrimination. In accordance with Title VI of the Civil Rights Act, as amended, 42 USC Subsection 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 USC Subsection 6102, Section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C Subsection 12132, and federal transit law at 49 USC Section 5332, the CONTRACTOR agrees that it will not discriminate against any employee or applicant for employment because of race, color, national origin, religion, sex, age or disability. In addition, the CONTRACTOR agrees to comply with applicable Federal implementing regulations FTA may issue.
    B. Equal Employment Opportunity (EEO). The following equal employment opportunity requirements apply to the underlying contract.
        1. Race, Color, Creed, National Origin, Religion, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 USC Subsection 2000e, and federal transit laws at 49 USC Section 5332, the CONTRACTOR agrees to comply with all applicable EEO requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR Part 60 et seq., (which implement Executive Order 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 USC Subsection 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the PROJECT. The CONTRACTOR agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the CONTRACTOR agrees to comply with any implementing requirements FTA may issue.
        2. Age. In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 USC Section 623 and federal transit law at 49 USC Section 5332, the CONTRACTOR agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the CONTRACTOR agrees to comply with any implementing requirements FTA may issue.
        3. Disability. In accordance with Section 102 of the Americans with Disabilities Act, as amended, 42 USC Section

Attachment: County of Mariposa SA 64BO21-01703 (LTC-2022-9 : Approve Agreement for FTA 5311 Transit Funds)

12112, the CONTRACTOR agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the American with Disabilities Act," 29 CFR Part 1630, pertaining to employment of persons with disabilities. In addition, the CONTRACTOR agrees to comply with any implementing requirements FTA may issue.

C. The CONTRACTOR agrees to include the foregoing requirements in each solicitation for subcontract financed in whole or in part with Federal assistance provided by FTA and agrees to notify the subcontractor of their obligations under this AGREEMENT and the Regulations relative to Civil Rights.

D. In accordance with 49 CFR Part 21 and as described in the Title VI Circular, as it may be updated or amended, and the California Department of Transportation Title VI Program Plan, the CONTRACTOR shall comply with and ensure that each third-party contractor at any tier of the PROJECT also complies with the following reporting requirements:
   1. Prepare and submit a Title VI Program.
   2. Establish and maintain a Title VI complaint procedures.
   3. Record Title VI investigations, complaints, and lawsuits.
   4. Provide meaningful access to Limited English Proficient Persons.
   5. Notify beneficiaries of protection under Title VI.
   6. Provide additional information upon request.
   7. Provide an Annual Title VI Certification and Assurance.
   8. Guidance on conducting an Analysis of Construction projects.
   9. Guidance on promoting Inclusive Public Participation.
   10. Report minority representation on transit related Planning and Advisory Bodies.

E. The following requirements only apply to those providers of public transportation that operate both fixed-route service and demand-response service. The following requirements do not apply to those providers of public transportation that only operate demand-response service. (Demand response includes general public paratransit, Americans with Disabilities Act complementary paratransit, and non-profit organizations participating in the 5310 Program and serving only their own clientele, which may be referred to as closed-door service.) The CONTRACTOR shall comply with the following requirements and ensure the compliance of each third-party contractor at any tier of the PROJECT.
   1. Service standards
      a. Vehicle load for each mode
      b. Vehicle headway for each mode
      c. On-time performance for each mode
      d. Service available for each mode
   2. Service policies
      a. Transit Amenities for each mode
      b. Vehicle Assignment for each mode

F. Every three years, on a date determined by the STATE, the CONTRACTOR shall submit the following information to the STATE as part of their Title VI Program per Chapter III of the Title VI Circular:
   1. Title VI Notice to the Public, including a list of locations where the notice is posted.
   2. Title VI Complaint Procedures instructing the public how to file a Title VI discrimination complaint.
   3. Title VI Complaint Form used by the CONTRACTOR.
   4. List of transit-related Title VI investigations, complaints, and lawsuits against the CONTRACTOR.
   5. Public Participation Plan, including information about outreach methods to engage minority and limited English proficient (LEP) populations, as well as a summary of outreach efforts made by the CONTRACTOR since its last Title VI submission.
   6. Language Assistance Plan for providing language assistance to its LEP population as required by the Title VI Circular and USDOT LEP Guidance.
   7. A table depicting the membership of non-elected committees and councils, the membership of which is selected by the recipient, broken down by race, and a description of the process the agency uses to encourage the participation of minorities on such committees.
   8. A Title VI equity analysis if the recipient has constructed a facility, such as a vehicle storage facility, maintenance facility, operation center, etc.
   9. A copy of board meeting minutes, resolution, or other appropriate documentation showing the board of

Attachment: County of Mariposa SA 64BO21-01703 (LTC-2022-9 : Approve Agreement for FTA 5311 Transit Funds)

directors or appropriate governing entity or official(s) responsible for policy decisions, reviewing and approving the Title VI Program.

10. Additional information as specified in Chapters IV, V, and VI of the Title VI Circular depending on whether the CONTRACTOR is a transit provider, nonprofit or public agency.

G. Sanctions for Noncompliance. In the event of the CONTRACTOR's noncompliance with any provision of Civil Rights requirement in this AGREEMENT, the STATE shall impose such contract sanctions as it or the FTA may determine to be appropriate, including, but not limited to the following.
   1. Withholding of payments to the CONTRACTOR under the AGREEMENT.
   2. Assessing of sanctions
   3. Assessing of liquidated damages.
   4. Disqualifying CONTRACTOR from future bidding as non-responsible.

H. Incorporation of Provisions. The CONTRACTOR shall include the provisions of the foregoing Sections A through E and Section G in every subcontract, including procurements of materials and leases of equipment, unless exempt by the regulations or directives issued pursuant thereto. The CONTRACTOR shall take such action with respect to any subcontractor or procurement as the STATE or the FTA may direct as a means of enforcing such provisions including sanctions for noncompliance. In the event a CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the CONTRACTOR may request the STATE to enter into such litigation to protect the interest of the STATE. In addition, the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

28. Disadvantaged Business Enterprise (DBE). The CONTRACTOR agrees to the following:

A. Comply with 49 CFR Part 26 "Participation by Disadvantaged Enterprises in Department of Transportation Financial Assistance Programs," and cooperate with the STATE with regard to utilization of DBEs, using best efforts to ensure that DBEs shall have a level playing field when competing for subcontracted work under this AGREEMENT.

B. Prior to beginning PROJECT work, the CONTRACTOR shall complete and sign a DBE Implementation Agreement form to be provided by the STATE. The completed DBE Implementation Agreement must be returned to the STATE no later than the date that this AGREEMENT is executed. A DBE Implementation Agreement must be completed annually.

C. Report twice annually on DBE participation in CONTRACTOR's contracting opportunities, commitments, awards, and actual payments.

D. In accordance with 49 CFR Part 26.53(f)(1)(i), the CONTRACTOR shall not terminate a DBE subcontractor without the prior written approval of the substitute DBE from the STATE by either the Resident Engineer (RE), the Contract Manager, or the Caltrans DBE Liaison Officer (DEBELO). A CONTRACTOR that terminates a DBE subcontractor must make a good faith effort to find a replacement DBE subcontractor to perform at least the same amount of work under the contract to meet the contract goal established for the work. The good faith effort shall be documented and submitted to the STATE within a reasonable time after obtaining approval by the STATE to terminate an existing DBE as required by 49 CFR Part 26.53(g). Failure to obtain written consent from the STATE prior to terminating a DBE subcontractor shall be a material breach of this contract.

E. CONTRACTOR shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any federally-assisted contract or in the administration of its DBE program. The CONTRACTOR's DBE program, as required by 49 CFR Part 26 and as approved by USDOT, is incorporated by reference in this AGREEMENT. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this AGREEMENT. Upon notification to the recipient of its failure to carry out its approved program, the STATE may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC Section 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 USC Section 3801 et seq.).

F. The CONTRACTOR and its subcontractors shall make available, upon request of the STATE, a copy of all DBE subcontracts. The CONTRACTOR must ensure its third-party contractors and subcontractors also comply with these requirements.

G. The "Federal Transit Administration Disadvantaged Business Enterprise Program Plan 2019" prepared by Caltrans applies to this AGREEMENT.

29. Section 504 and Americans with Disabilities Act Program Requirements (ADA). The CONTRACTOR will comply with 49

Attachment: County of Mariposa SA 64BO21-01703 (LTC-2022-9 : Approve Agreement for FTA 5311 Transit Funds)

CFR Parts 27, 37 and 38, which implement the ADA and Section 504 of the Rehabilitation Act of 1973 (29 USC Section 794), as amended. The CONTRACTOR must ensure its third-party contractors operating public transportation service comply with these requirements.

30. Special Section 5333(b) Warranty for 5311, 5311(f), CMAQ, and 5339 Programs. When the PROJECT includes the acquisition, improvement, or operation of public transportation, the CONTRACTOR shall comply with applicable transit employee protective requirements as specified by 49 USC Section 5333(b) (formerly Section 13(c) of the Urban Mass Transportation Act) as executed by the Secretary of Labor and the Secretary of Transportation. When applicable, those terms and conditions are described in Exhibit A of this AGREEMENT. The CONTRACTOR agrees to include any applicable requirements in each subcontract involving transit operations financed in whole or in part with Federal assistance provided by the FTA.

31. Contract Work Hours and Safety Standards. The CONTRACTOR agrees to comply with the following requirement for Construction contracts and, if applicable, non-construction project contracts that employ laborers or mechanics on a public work.
    A. The CONTRACTOR shall comply with Section 107 of the Contract Work Hours and Safety Standards Act, 40 USC Section 3704 and 29 CFR Part 1926, "Safety and Health Regulations for Construction." The CONTRACTOR and its subcontractors must ensure safety at construction sites so that no laborer or mechanic shall be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous.
    B. No CONTRACTOR or subcontractor contracting for any part of the work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty (40) hours in such workweek unless such laborer or mechanic receives compensation at the rate of not less than one and one-half times the basic rate of pay for all hours worked in excess of forty (40) hours in such workweek.

32. Public Lands. The CONTRACTOR agrees to refrain from using in its PROJECT any publicly owned land from a park, recreation area, or wildlife or waterfowl refuge of National, State, or local significance as determined by the Federal, State, or local officials having jurisdiction thereof, and also refrain from using in its PROJECT any land from a historic site of National, State, or local significance unless the Federal Government makes the specific findings as required by 49 USC Section 303.

33. Energy Conservation. The CONTRACTOR agrees to comply with the mandatory energy efficiency standards and policies within the applicable State energy conservation plans issued in compliance with the Energy Policy and Conservation Act, 42 USC Section 6321 et seq.

34. Receipt of Commission. The CONTRACTOR warrants that it has not paid, and agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for any funds obtained as a consequence of this AGREEMENT.

35. Conflict of Interest.
    A. In accordance with 41 USC Section 22, no member of or delegate to the Congress of the United States shall be admitted to any share or part of this AGREEMENT or to any benefit arising therefrom.
    B. The CONTRACTOR certifies that its employees and the officers of its governing body shall avoid any actual or potential conflicts of interest, and that no officer or employee who exercises any functions or responsibilities in connection with this AGREEMENT shall have any personal financial interest or benefit which either directly or indirectly arises from this AGREEMENT.
    C. The CONTRACTOR shall establish safeguards to prohibit its employees or its officers from using their positions for a purpose which could result in private gain or which gives the appearance of being motivated for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
    D. The CONTRACTOR will not be awarded a contract if the financial interests are held by a current officer or employee of the STATE. Additionally, a contract will not be awarded to an officer or employee of the STATE to provide goods and service. Likewise, the CONTRACTOR's officials and employees shall also avoid actions that result in or create the appearance of:

Attachment: County of Mariposa SA 64BO21-01703 (LTC-2022-9 : Approve Agreement for FTA 5311 Transit Funds)

1. Using an official position for private gain;
2. Giving preferential treatment to any particular person;
3. Losing independence or impartiality; and/or
4. Adversely affecting the confidence of the public or local officials in the integrity of the program.

E. Former State employees will not be awarded a contract for two (2) years from the date of separation if that employee had any part of the decision-making process relevant to the AGREEMENT, or for one (1) year from the date of separation if that employee was in a policy-making position in the same general subject area as the proposed contract at any time during the 12-month period prior to that employee's separation from State service.

F. Neither the CONTRACTOR nor any of its employees, suppliers or subcontractors shall enter into any contract, subcontract, or arrangement in connection with the PROJECT or any property included or planned to be included in the PROJECT, in which any member, officer, or employee of the CONTRACTOR or its subcontractors, during the PROJECT term and for one year thereafter, has any direct or indirect conflict of interest. If any such present or former member, officer, or employee involuntarily acquires or had acquired prior to the beginning of the PROJECT term any such interest, and if such interest is immediately disclosed to the CONTRACTOR and such disclosure is entered upon the minutes of the CONTRACTOR's written report to the STATE of such interest, the STATE may waive the conflict of interest, provided that the officer or employee shall not participate in any action by the CONTRACTOR or the locality relating to such contract, subcontract, or arrangement.

G. The CONTRACTOR shall insert in all contracts entered into in connection with the PROJECT or with any property included or planned to be included in any PROJECT, and shall require its contractors to insert in each of their subcontracts, the following provision:

"No member, officer, or employee of the CONTRACTOR or of the locality during the PROJECT term or for one year thereafter shall have any interest, direct or indirect, in this AGREEMENT or the proceeds thereof."

H. The provisions of this subsection shall not be applicable to any agreement between the CONTRACTOR and its fiscal depositories or to any agreement for utility services, whose rates are fixed or controlled by a governmental agency.

36. Lobbying.

A. If the CONTRACTOR's PROJECT exceeds $100,000, the CONTRACTOR agrees that it will not use federal assistance funds to support lobbying, in accordance with 31 USC Section 1352 and 49 CFR Part 20, "New Restrictions on Lobbying". FTA will not make any federal assistance available to the CONTRACTOR until the STATE has received the CONTRACTOR's certification that the CONTRACTOR has not and will not use federally-appropriated funds to pay any person or organization to influence or attempt to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal grant, cooperative agreement or other federal award from which funding for the PROJECT is originally derived.

B. If any funds other than federally-appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," to the STATE.

C. The CONTRACTOR shall require that the following certification language be included in the award documents for all subawards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) which exceed $100,000 and that all subrecipients shall certify and disclose accordingly.

"This certification is a material representation of facts upon which reliance was placed when this AGREEMENT was made or entered into. Submission of this certification is a prerequisite for making or entering into this AGREEMENT imposed by 31 USC Section 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure."

37. Program Fraud and False or Fraudulent Statements or Related Acts.

A. The CONTRACTOR acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC Section 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this PROJECT. Upon execution of an underlying agreement, the CONTRACTOR certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to

Attachment: County of Mariposa SA 64BO21-01703 (LTC-2022-9 : Approve Agreement for FTA 5311 Transit Funds)

be made pertaining to that underlying agreement or the FTA-assisted PROJECT for which this contracted work is being performed. In addition to other penalties that may be applicable, the CONTRACTOR further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the CONTRACTOR to the extent the Federal Government deems appropriate.

B. The CONTRACTOR also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a PROJECT that is financed, in whole or in part, with federal assistance originally awarded by FTA under the authority of 49 USC Section 5307, the Federal Government reserves the right to impose the penalties of 18 USC Section 1001 and 49 USC Section 5307(n)(1) on the CONTRACTOR, to the extent the Federal Government deems appropriate.

C. The CONTRACTOR agrees to include the above two clauses in each subcontract, whether partly or wholly financed with federal assistance provided by FTA. It is further agreed that these clauses shall not be modified, except to identify the subcontractor who is subject to the provisions.

38. Drug-Free Workplace. The CONTRACTOR certifies by signing this AGREEMENT that it will provide a drug-free workplace, and shall establish policy prohibiting activities involving controlled substances in compliance with GC 8355 et seq. The CONTRACTOR is required to include the language of this certification in award documents for all sub-awards at all tiers (including subcontracts, contracts under grants, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. To the extent the CONTRACTOR, any third-party contractor at any tier, any subrecipient at any tier, or their employees, perform a safety-sensitive function under the PROJECT, the CONTRACTOR agrees to comply with, and assure the compliance of each affected third-party contractor at any tier, each affected subrecipient at any tier, and their employees with 49 USC 5331, and FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug use in Transit Operations," 49 CFR Part 655.

39. Charter Service Operations. The CONTRACTOR agrees to comply with 49 USC 5323(d) and 49 CFR Part 604, which provide that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions listed at 49 CFR Part 604 Subpart B. Any charter service provided under one of the exceptions must be incidental, meaning it must not interfere with or detract from the provision of mass transportation. The CONTRACTOR assures and certifies that the revenues generated by its incidental charter bus operations (if any) are, and shall remain, equal to or greater than the cost (including depreciation on Federally-assisted equipment) of providing the service. The CONTRACTOR understands that the requirements of 49 CFR Part 604 will apply to any charter service provided, the definitions in 49 CFR Part 604 apply to this AGREEMENT, and any violation of this AGREEMENT may require corrective measures and the imposition of penalties, including debarment from the receipt of further Federal assistance for transportation.

40. School Bus Operations. Pursuant to 49 USC Section 5323(f) and 49 CFR Part 605, the CONTRACTOR agrees that it and all its subcontractors will:
    A. Engage in school transportation operations in competition with private school transportation operators only to the extent permitted by an exception provided by 49 USC Section 5323(f) and implementing regulations, and
    B. Comply with requirements of 49 CFR Part 605 before providing any school transportation using equipment or facilities acquired with federal assistance awarded by FTA. The CONTRACTOR understands that the requirements of 49 CFR Part 605 will apply to any school transportation it provides, that the definitions of 49 CFR Part 605 apply to any school transportation agreement, and a violation of this AGREEMENT may require corrective measures and the imposition of penalties, including debarment from the receipt of further Federal assistance for transportation.

41. Use of $1 Coins. As applicable, and to comply with Section 104 of the Presidential $1 Coin Act of 2006, 31 USC Section 5112(p), the CONTRACTOR must ensure that FTA assisted property that requires the use of coins or currency in public transportation service or supporting service be fully capable of accepting and dispensing $1 coins.

42. Protection of Animals. The CONTRACTOR must ensure that all third-party contractors providing services involving the use of animals must comply with the Animal Welfare Act, 7 USC Section 2131 et seq. and Department of Agriculture regulations, "Animal Welfare", 9 CFR Subchapter A, Parts 1,2,3, and 4.

Attachment: County of Mariposa SA 64BO21-01703 (LTC-2022-9 : Approve Agreement for FTA 5311 Transit Funds)

43. Termination Clauses.
    A. Termination for Convenience. When it is in the STATE's best interest, the STATE reserves the right to terminate this AGREEMENT, in whole or in part, at any time by providing a ten (10) day written notice to the CONTRACTOR. The CONTRACTOR shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The CONTRACTOR shall promptly submit its termination claim to the STATE. If the CONTRACTOR has any property in its possession belonging to the STATE, the CONTRACTOR will account for the same, and dispose of it in the manner the STATE directs.
    B. Termination for Default.
        1. In the case of a default or a material breach of this contract, the STATE may exercise any or all of the remedies enumerated in Article II Section 5 or Article II Section 56 Subsection B Paragraph 1, as applicable.
        2. The STATE may terminate this AGREEMENT upon a finding that the CONTRACTOR has not made satisfactory progress toward procuring the PROJECT equipment, services, salary and wages, as appropriate, within twelve (12) months of execution of this AGREEMENT, has not billed within twelve (12) months of execution of this AGREEMENT, or that the CONTRACTOR is otherwise not complying with the terms of this AGREEMENT. Termination shall be by written notice specifying the reason for termination and giving the CONTRACTOR thirty (30) days to correct the default. The STATE shall be the sole judge as to whether the CONTRACTOR's corrective measures are adequate. If the CONTRACTOR fails to remedy the breach or default or any of the terms, covenants, or conditions of this AGREEMENT to the STATE's satisfaction, the STATE shall have the right to terminate the AGREEMENT without any further obligation to the CONTRACTOR. Any such termination for default shall not preclude the STATE from also pursuing all available remedies against the CONTRACTOR.
        3. The STATE may terminate this contract upon finding that the CONTRACTOR is not operating the PROJECT equipment in accordance with the PROJECT description in Exhibit A of this AGREEMENT, or that the CONTRACTOR is otherwise not complying with the terms of this contract. Termination shall be by written notice specifying the reason for termination and giving the CONTRACTOR thirty (30) days to correct the default. The STATE shall be the sole judge as to whether the CONTRACTOR's corrective measures are adequate. If the CONTRACTOR fails to remedy to the STATE's satisfaction the breach or default of any of the terms, covenants, or conditions of this contract, the STATE shall have the right to terminate the contract without any further obligation to the CONTRACTOR. Any such termination for default shall not preclude the STATE from pursuing all available remedies against CONTRACTOR and its sureties for said breach or default. If this AGREEMENT is subject to termination for default, the STATE reserves the right to seize vehicles or equipment procured under this AGREEMENT.
        4. CONTRACTOR shall remit to the STATE the proportional amount of current market value that exceeds $5,000 per unit at the time of disposition of PROJECT equipment, which shall be based on the Federal Share percentage of funds paid by CONTRACTOR under this AGREEMENT. Fair market value shall be deemed to be the value of the PROJECT equipment as determined by a competent appraisal at the time the equipment is withdrawn from use.
        5. CONTRACTOR shall return the equipment to the STATE in the same condition as when received by the CONTRACTOR, except for reasonable wear and tear resulting from its use. The parties shall thereupon determine the amount of compensation, if any, to be paid by the CONTRACTOR to the STATE in order to avoid any State liability to FTA or to others.
    C. Period of Performance Extension. If it is later determined by the STATE that the CONTRACTOR had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the CONTRACTOR, and after determining a new delivery of performance schedule, the STATE may allow the CONTRACTOR to continue work or treat the termination as a termination for convenience.
    D. Mutual Termination. The PROJECT may also be terminated if the STATE and the CONTRACTOR agree that its continuation would not produce beneficial results commensurate with the further expenditure of funds or if there are inadequate funds to operate the PROJECT equipment or otherwise complete the PROJECT.

44. Disputes. The STATE and the CONTRACTOR shall deal in good faith and attempt to resolve potential disputes arising under this AGREEMENT informally. If the dispute persists, the CONTRACTOR shall submit a written demand for a decision regarding the dispute to the STATE's authorized representative for this AGREEMENT or his or her designee. The STATE's authorized representative shall make a written decision regarding the dispute and will provide it to the CONTRACTOR. The CONTRACTOR shall have an opportunity to challenge the STATE's authorized representative's

Attachment: County of Mariposa SA 64BO21-01703 (LTC-2022-9 : Approve Agreement for FTA 5311 Transit Funds)

determination but must make that challenge in writing within ten (10) working days to the STATE's Chief, Office of Federal Transit Grants or his/her designee. If the CONTRACTOR challenge is not made within the ten (10) day period, the STATE's authorized representative's original written decision shall become the final decision of the STATE. The STATE and the CONTRACTOR shall submit written, factual information and supporting data in support of their respective positions. The decision of the STATE's Chief, Office of Federal Transit Grants or his/her designee shall be final, conclusive and binding regarding the dispute, unless the CONTRACTOR commences an action in court of competent jurisdiction to contest the decision in accordance with Division 3.6 of the California Government Code.

45. Procurement.
    A. Exclusionary or Discriminatory Specifications. Apart from inconsistent requirements imposed by Federal statue or regulations, the CONTRACTOR agrees that it will comply with the requirements of 49 USC Section 5323(h)(2) by refraining from using any Federal assistance funds awarded by the STATE on behalf of the FTA to support procurements using exclusionary or discriminatory specifications.
    B. For all procurements of commodities, property, supplies, equipment or services under an FTA assisted grant, the CONTRACTOR shall provide full and open competition and comply with the procurement requirements set forth in 49 USC Section 5325(a), applicable third-party procurement requirements of 49 USC Chapter 53, 49 USC Section 5325(b) to award a third-party contracting using a competitive procurement process, and other procurement requirements of Federal laws in effect now or as amended to the extent applicable. The CONTRACTOR shall prepare a bid or proposal package, including equipment and material specifications or a scope of work.
    C. Purchases over the federal micro-purchase threshold, or similar local threshold, which result in a third-party contract without an ongoing period of performance, shall be procured through a purchase order. Purchase orders shall contain all applicable federal third-party contract clauses. Upon request for reimbursement, the CONTRACTOR shall submit a copy of the purchase order to the STATE.
    D. The CONTRACTOR agrees that it may not use FTA assistance to support its procurements unless there is satisfactory compliance with federal laws and regulations. In accordance with applicable USDOT third-party procurement regulations at 2 CFR Part 1201 and the provisions of the Third-Party Contracting Circular, the following provisions apply to all procurements:
        1. To state clearly that the final contract award to any bidder or proposer requires prior written approval by the STATE and that procurement solicitations are consistent with the PROJECT description identified in Exhibit A.
        2. To comply with applicable Federal laws and regulations including, but not limited to, Federal transit laws at 49 USC Chapter 53, FTA regulations, and other Federal laws and regulations that contain requirements applicable to FTA recipients and their FTA assisted procurements. Also, to include all required Federal procurement provisions in each subcontract financed in whole or in part with Federal assistance provided by FTA.
        3. For all contracts and subcontracts financed with Federal assistance, to comply with cargo preference requirements of 46 USC Section 1241 and 46 CFR Part 381 when contracts involve equipment, materials, or commodities which may be transported by ocean vessels.
        4. In accordance with 49 USC Section 5325(e)(1), in the procurement of rolling stock, may not enter into a multi-year contract to purchase additional rolling stock and replacement parts with options exceeding five (5) years after the date of the original contract.
        5. To comply with 49 USC Section 5325(f), agrees that any third-party contract award it makes for rolling stock will be based on initial capital costs, or on performance, standardization, life cycle costs, and other factors, or on a competitive procurement process.
        6. To comply with the requirements of 49 USC Section 5323(m) and FTA regulations, "Pre-Award and Post-Delivery Audits of Rolling Stock Purchases," 49 CFR Part 663, and any revision thereto.
        7. To comply with the requirements of 49 USC Section 5318(c) and (e) and FTA regulations, "Bus Testing", 49 CFR Part 665, including the certification that before expending any Federal assistance to acquire the first bus of any new bus model or any bus model with a new major change in configuration or components or before authorizing final acceptance of that bus, that model of bus will have been tested at the Altoona Bus Research and Testing Center. The CONTRACTOR must obtain the final testing report and provide a copy of the report to the STATE.
        8. To require each bidder to certify that it has complied with 49 CFR Part 26, which requires each transit vehicle manufacturer to submit a certification that it has complied with FTA's DBE requirements.
        9. In subcontracts exceeding $100,000, to comply with all applicable standards, orders, or regulations issued

Attachment: County of Mariposa SA 64BO21-01703 (LTC-2022-9 : Approve Agreement for FTA 5311 Transit Funds)

pursuant to the Clean Air Act, as amended, 42 USC Section 7401 et seq. and federal Clean Water Act, as amended, 33 USC Section 1251 et seq. CONTRACTOR agrees to report and require each third-party contractor or subcontractor at any tier of the PROJECT to report any violation of these requirements resulting from any PROJECT implementation activity of a third-party contractor, subcontractor, or itself to FTA and the appropriate U.S. EPA Regional Office.

10. To comply with the mandatory energy standards and policies of the STATE's energy conservation plans under the Energy Policy and Conservation Act, as amended, 42 USC Section 6201 et seq., and perform an energy assessment for any building constructed, reconstructed or modified with federal assistance.
11. To comply with 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 of 1975 (Public Law 94–163, 89 Statute 871, enacted December 22, 1975).
12. To the extent applicable, agrees to conform to the National Intelligent Transportation System (ITS) Architecture and Standards as required by 23 USC Section 517(d), 23 USC Section 512, including any notes thereto, and 23 CFR Parts 655 and 940, and follow the provisions of the FTA Notice, "FTA National ITS Architecture Policy on Transit projects," 66 Fed. Reg. 1455 et seq., and any other implementing directives FTA may issue at a later date, except to the extent the FTA determines otherwise in writing. Third-party contracts involving ITS must comply with Federal requirements.
13. In accordance with 40 CFR Part 85, "Control of Air Pollution from Mobile Sources," 40 CFR Part 86, "Control of Air Pollution from New and In-Use Motor Vehicles and New and In-Use Motor Vehicle Engines," and 40 CFR Part 600, "Fuel Economy of Motor Vehicles, the CONTRACTOR must include provisions in all third-party contract for procurement of rolling stock to ensure compliance with applicable Federal air pollution control and fuel economy regulations.
14. For PROJECTs designated as experimental, development, or research work, the CONTRACTOR must comply with patent and rights in data requirements in accordance with 37 CFR Part 401. The STATE and Federal government reserve a royalty-free, non-exclusive, and irrevocable right to reproduce, publish, or otherwise use the work for federal purposes and reserves the right to grant authority to others. The CONTRACTOR also agrees to include these requirements in each subcontract funded under the PROJECT.
15. CONTRACTOR shall refer to FTA "Best Practices Procurement Manual" for additional procurement guidance on procurement processes and any omissions applicable to the PROJECT. The CONTRACTOR's failure to comply with all mandates shall constitute a material breach of this AGREEMENT.
16. CONTRACTOR must comply with 2 CFR Part 225 or 2 CFR Part 230, as applicable, in determining whether PROJECT costs are allowable or unallowable. Where applicable, CONTRACTOR must comply with cost principles of FAR Chapter 1 Subpart 31.2.
17. CONTRACTOR must have written protest procedures describing its pre-bid/pre-proposal, post proposal, and post-award procedures. CONTRACTOR shall disclose the CONTRACTOR's protest procedures and the STATE's appeal process to all bidders. All CONTRACTOR's protest decisions must be dated and in writing. A protester must exhaust all administrative remedies with the CONTRACTOR before pursuing an appeal with the STATE. An appeal to the STATE must be filed no more than ten (10) calendar days from the date of the CONTRACTOR's protest decision, as evidenced by postmarked date. Reviews of protests by the STATE will be limited to:
    a. CONTRACTOR's failure to have or follow its own protest procedures.
    b. CONTRACTOR's failure to review a complaint or protest.
    c. Violations of federal or state law or regulation.
18. Construction or Facility Improvement Contracts, including those issued to Third-Parties.
    a. Davis-Bacon Act (contracts over $2,000.00). In accordance with 49 USC Section 5333(a) and the implementing regulations of 29 CFR Part 5, the CONTRACTOR shall comply with the employee protection requirements of the Davis-Bacon Act for construction activities exceeding $2,000 performed in connection with the PROJECT. The Davis-Bacon Act applies to contracts in excess of $2,000 for construction, alteration, or repair of public buildings or public works and requires the inclusion of a clause that no laborer or mechanic employed directly upon the site of the work shall receive less than the prevailing wage rates as determined by the U.S. Secretary of Labor.
    b. Bonding. For contracts or subagreements exceeding $100,000, the following bonding requirements must be included.

Attachment: County of Mariposa SA 64BO21-01703 (LTC-2022-9 : Approve Agreement for FTA 5311 Transit Funds)

i. Bid guarantee from each CONTRACTOR equivalent to five percent (5%) of the bid price
ii. Performance bond on the part of the CONTRACTOR for 100 percent (100%) of the contract price
iii. Payment bond in the amount of either fifty percent (50%) of the contract price if the contract price is not more than $1 million dollars, or forty percent (40%) of the contract price if the contract price is more than $1 million dollars

c. Copeland Anti-Kickback Act. For contracts or subagreements exceeding $100,000 and in accordance with 18 USC Section 874 Copeland "Anti-Kickback" Act, 29 CFR Part 3 "Contractors and subcontractors on Public Building or Public Work Financed in part by Loans or Grants from the United States," the CONTRACTOR and subcontractor are prohibited from requiring, by any means, any employee, to give up any part of his or her compensation to which he or she is otherwise entitled.

19. Seismic Safety. The CONTRACTOR agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify compliance to the extent required by the regulation. The CONTRACTOR also agrees to ensure that all work performed under this contract, including work performed under a subagreement, is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the PROJECT.
20. Recycled Products. The CONTRACTOR agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 USC 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

46. Bid or Proposal and Third-Party Contract Award. All procurement documents including, but not limited to, oral or written quotations, purchase orders, bid or proposal solicitation documents, CONTRACTOR's proposed third-party vendor selection documents, third-party contract modification or amendment documents, request for non-competitive bid, and use of assigned options (i.e. piggybacking) must be reviewed and approved by the STATE prior to the award of the third-party contract. No third-party contract awards of any type shall be made without prior written approval from the STATE. No third-party contract modifications of any type shall be made without prior written approval from the STATE. No exercise of optional periods of performance (Option Years) shall be made without prior written approval from the STATE. The CONTRACTOR, or procurement agent acting on its behalf, shall prepare the bid or proposal documents, solicit and receive competitive bids or proposals, evaluate the bids or proposals received, and select the lowest price compliant bid for award.
    A. The CONTRACTOR, or procurement agent acting on CONTRACTOR's behalf, shall forward to the STATE, at least twenty (20) business days prior to the release of the bid solicitation, a copy of the bid solicitation document, proposed third-party contract, independent cost estimate, and bidders list.
    B. At least twenty (20) business days prior to contract award, the CONTRACTOR, or procurement agent acting on CONTRACTOR's behalf, shall forward to the STATE a copy of the proposed third-party contract, verification of the incorporation of FTA-required third-party contract clauses, proof that the bid or proposal was publicly advertised, list of all bids, proposals, or price quotations received, a copy of the selected bid or proposal, copy of the bids or proposals where prices were lower than the selected vendor's, an explanation of the basis for selecting the selected vendor and for rejecting lower bids, if any. In the case of a single bid, sole source, or negotiated price contract, this explanation shall include a statement by the CONTRACTOR that the price is fair and reasonable and that the basis for that determination is consistent with guidance in the Third-Party Contracting Circular.
    C. At least twenty (20) business days prior to third-party contract modification or amendment implementation, the CONTRACTOR, or procurement agent acting on CONTRACTOR's behalf, shall forward to the STATE a copy of the proposed modification or amendment.
    D. All third-party contracts, subcontracts and contract modifications, and exercising of Option Years funded under the PROJECT shall include essential elements including, but not restricted to, parties, price or rate of compensation, scope of work, contract timeline, contract termination and other legal considerations.
    E. CONTRACTOR shall perform a cost or price analysis in connection with every procurement action funded under the PROJECT, including contract modifications and exercise of Option Years. Before receiving bids or proposals, CONTRACTOR must make independent cost estimates to determine price reasonableness.

47. FTA Regulations, Policies, Procedures and Directives. The CONTRACTOR shall at all times comply with all applicable FTA

Attachment: County of Mariposa SA 64BO21-01703 (LTC-2022-9 : Approve Agreement for FTA 5311 Transit Funds)

regulations, policies, procedures and directive, including, without limitation, those listed directly or by reference in the USDOT FTA Master Agreement between the STATE and FTA, as they may be amended or revised from time to time, during the term of this AGREEMENT. The CONTRACTOR's failure to so comply shall constitute a material breach of this AGREEMENT. In the event any portion, term, condition or provision of this AGREEMENT should be deemed illegal or in conflict with the laws of the State of California or with federal law or otherwise be unenforceable, the remaining portion, terms, conditions or provisions shall not be affected thereby.

48. Incorporation of FTA Terms. The provisions in this AGREEMENT include, in part, certain Standard Terms and Conditions required by the USDOT, whether or not expressly set forth in the AGREEMENT. All contractual provisions required by the USDOT, as set forth in the Third-Party Contracting Circular are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA-mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this AGREEMENT. The CONTRACTOR shall not perform any act, fail to perform any act, or refuse to comply with any STATE requests which would cause the STATE to be in violation of these Standard Terms and Conditions.

49. Amendments to Federal, State and Local Laws, Regulations and Directives. The terms of the most recent amendment to any Federal, State, or local laws, regulations, FTA directives, and amendments to the grant or cooperative contract that may be subsequently adopted, are applicable to the PROJECT to the maximum extent feasible, unless FTA provides otherwise in writing.

50. Property Maintenance and Inspection. While the PROJECT is in the possession or control of the CONTRACTOR, the CONTRACTOR shall operate or maintain the PROJECT in accordance with detailed maintenance and inspection schedules provided by the manufacturer, keeping a written log or record of all repairs and maintenance. The STATE and the FTA shall have the right to conduct periodic inspections for the purpose of confirming the existence, condition, and proper maintenance of the PROJECT. No alterations may be made to the PROJECT in its as-received condition without first receiving written approval from the STATE. The CONTRACTOR shall notify the STATE, within ten (10) working days of any loss or damage, including accident, fire, vandalism, theft, to the PROJECT.

51. Useful Life Standard. In accordance with the Award Management Circular and consistent with the SMP, the following Useful Life Standard (ULS) shall determine when PROJECT property will no longer be subject to monitoring and reporting requirements. CONTRACTOR will be released from the monitoring and reporting requirements after the STATE has approved CONTRACTOR's request for disposition of PROJECT property through the STATE's EGM system. While age and mileage are the primary criteria used to determine the useful life of vehicles, this determination is based on the date the vehicle or other equipment was put into active service, not the actual model year of the vehicle. These criteria are subject to review by the 5310, 5311, or 5339 Program Manager, as applicable, if either factor is less than the value shown below.

TYPE OF EQUIPMENT	USEFUL LIFE STANDARD
Minivans	4 years or 100,000 miles
Small, Medium, Large Bus	5 years or 150,000 miles
Larger Bus	7 years or 200,000 miles
Largest Bus (5311/5339 Only)	10 years or 350,000 miles
Computer Equipment	3 years
Asphalt Paving, Parking Lot (5311/5339 Only)	10 years
Bus Shelters (5311/5339 Only)	10 years
Building Structures (5311/5339 Only)	40 years
Bus Lift	15 years
Bus Stop Signs (5311 Only)	5 years
Communication Equipment	3 years
Communication Equipment on Vehicles	Same as ULS associated with Vehicle
Farebox/Ticket Machine	10 years
Surveillance Equipment	3 years

Attachment: County of Mariposa SA 64BO21-01703 (LTC-2022-9 : Approve Agreement for FTA 5311 Transit Funds)

52. Property Ownership and Relinquishment.
    A. At all times while PROJECT property or equipment is in the possession or control of the CONTRACTOR, the CONTRACTOR shall be the registered owner and the STATE shall be the legal owner (lien holder). Whenever any PROJECT property or equipment is withdrawn from the PROJECT for any reason, the CONTRACTOR shall immediately notify the STATE. The CONTRACTOR shall not transfer ownership of PROJECT property or equipment at any time while this AGREEMENT is in effect. As lien holder, the STATE may take possession of PROJECT property or equipment due to the CONTRACTOR's non-compliance with contract terms or by mutual agreement between the STATE and the CONTRACTOR. The STATE shall retain the original Certificate of Title until such time that disposition of PROJECT property or equipment is released by the STATE to the CONTRACTOR or other appropriate party.
    B. Whenever any PROJECT property or equipment is withdrawn from the service for any reason prior to meeting the ULS, and at the discretion of the STATE, the CONTRACTOR shall be required to do one of the following:
        1. Remit to the STATE, for repayment to the FTA, a proportional amount of the fair market value of the property, which shall be determined on the basis of the ratio of the Federal grant funds paid under this AGREEMENT to the actual purchase cost of the property. Fair market value shall be deemed to be either 1) the unamortized value of the remaining service life per unit based on a straight-line depreciation of the original purchase price or 2) the Federal Share of the sale price.
        2. Relinquish the property to the STATE in the same condition as when received by the CONTRACTOR except for reasonable wear and tear resulting from its use. The parties shall thereupon determine the amount of compensation, if any, to be paid by the CONTRACTOR to the STATE in order to avoid any STATE liability to FTA or to others. Upon subsequent disposal of the property, the STATE shall reimburse the CONTRACTOR for its proportional amount of the property value received or identified by the STATE, if any.
        3. When PROJECT property is lost or damaged by fire, casualty, or natural disaster, the fair market value shall be calculated on the basis of the condition of the property immediately before the fire, casualty, or natural disaster, irrespective of the extent of insurance coverage. Based on the calculation, the proceeds shall be applied to the cost of replacing the damaged or destroyed PROJECT property taken out of service.
        4. If any damage to PROJECT property results from abuse or misuse occurring with the CONTRACTOR's knowledge and consent, the CONTRACTOR agrees to restore the PROJECT property to its original condition or refund the value of the Federal interest in that property to the STATE.

53. Worker's Compensation. The CONTRACTOR hereby warrants that it carries Workers' Compensation Insurance on all of its employees who will be engaged in the performance of this AGREEMENT. If staff provided by the CONTRACTOR is defined as independent contractors, this clause does not apply.

54. Insurance.
    A. While the PROJECT equipment is in the possession or control of the CONTRACTOR, the CONTRACTOR shall maintain adequate insurance protection against liability for damages for personal bodily injuries (including death), property damage, and vehicle damage as conditioned in this section.
    B. The minimum limits of liability may be increased by the STATE at any time upon thirty (30) days notice to CONTRACTOR.
    C. The CONTRACTOR shall place Vehicle Physical Damage, including collision and comprehensive (fire, theft, etc.) insurance for amounts equal to the actual cash value of each vehicle and any other equipment that is part of the PROJECT equipment, with deductibles acceptable to the STATE. This insurance shall include a provision designating the State of California, Department of Transportation as the Loss Payee for all purposes of adjusting, settling, or paying claims for damage to the insured vehicle(s).
    D. The STATE, its officers, employees, and agents shall be named as additional insured.
    E. The STATE is designated as the Loss Payee for claims of damage to the insured vehicle(s).
    F. The STATE will not be responsible for any premiums or assessments on the policy.
    G. The CONTRACTOR, and/or third-party subcontractor, shall furnish to the STATE, before delivery of the PROJECT vehicle(s) to the CONTRACTOR, a certificate of insurance issued by a company licensed to write such insurance in California.
    H. Prior to the annual insurance policy expiration date, the CONTRACTOR shall furnish to the STATE a new certificate of insurance or other written evidence of insurance satisfactory to the STATE. At any time that such evidence of

Attachment: County of Mariposa SA 64BO21-01703 (LTC-2022-9 : Approve Agreement for FTA 5311 Transit Funds)

insurance has not been provided, the STATE shall have the immediate right to take possession of the PROJECT equipment and to enter the property of the CONTRACTOR for this purpose.

I. The CONTRACTOR shall provide the STATE at least thirty (30) day notice of cancellation or material change of the vehicle insurance policy.

J. Public Agency or For-Profit CONTRACTORs. The following terms apply to all CONTRACTORs who are defined as a Public Agency or For-Profit entity, regardless if they are providing the service as the prime CONTRACTOR or subcontractor:
   1. Property Damage: The CONTRACTOR shall place property damage per occurrence (combined single limit), whether the property of one or more claimants, in an amount not less than one million five hundred thousand dollars ($1,500,000) for property damage liability in respect to vehicles with seating capacity of fifteen (15) or less, or five million dollars ($5,000,000) for property damage liability combined in respect to vehicles with seating capacity of sixteen (16) or more.
   2. Bodily Injury: The CONTRACTOR shall place bodily injury per occurrence (combined single limit) in an amount not less than one million five hundred thousand dollars ($1,500,000) in respect to vehicles with seating capacity of fifteen (15) or less, or five million dollars ($5,000,000) in respect to vehicles with seating capacity of sixteen (16) or more.
   3. Vehicle Physical Damage: The CONTRACTOR shall place Vehicle Physical Damage, including collision and comprehensive (fire, theft, etc.) insurance for amounts equal to the actual cash value of each vehicle and any other equipment that is part of the PROJECT equipment, with deductibles acceptable to the STATE. This insurance shall include a provision designating the State of California, Department of Transportation as the Loss Payee for all purposes of adjusting, settling, or paying claims for damage to the insured vehicle(s).

K. Non-Profit Agencies: The following terms apply to all CONTRACTORs who are defined as a non-profit agency, regardless if they are providing the service as the prime CONTRACTOR or subcontractor:

1. Property Damage: The CONTRACTOR shall place property damage per occurrence (combined single limit), whether the property of one or more claimants, in an amount not less than one million dollars ($1,000,000) for property damage liability in respect to vehicles with seating capacity of fifteen (15) or less, or one million five hundred thousand dollars ($1,500,000) for property damage liability in respect to vehicles with seating capacity of sixteen (16) or more.
2. Bodily Injury: The CONTRACTOR shall place bodily injury per occurrence (combined single limit) in an amount not less than one million dollars ($1,000,000) in respect to vehicles with seating capacity of fifteen (15) or less, or one million five hundred thousand dollars ($1,500,000) for bodily injury in respect to vehicles with seating capacity of sixteen (16) or more.
3. Vehicle Physical Damage: The CONTRACTOR shall place Vehicle Physical Damage, including collision and comprehensive (fire, theft, etc.) insurance for amounts equal to the actual cash value of each vehicle and any other equipment that is part of the PROJECT equipment, with deductibles acceptable to the STATE. This insurance shall include a provision designating the State of California, Department of Transportation as the Loss Payee for all purposes of adjusting, settling, or paying claims for damage to the insured vehicle(s).

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

56. Potential Subcontractors.
   A. No Relationship Between STATE and Third-Party Contractor. Nothing contained in this AGREEMENT or otherwise, shall create any contractual relation, obligation or liability between the STATE and any third-party contractors, and no third-party agreement shall relieve the CONTRACTOR of his responsibilities and obligations hereunder. The CONTRACTOR agrees to be as fully responsible to the STATE for the acts and omissions of its third-party contractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the CONTRACTOR. The CONTRACTOR's obligation to pay its third-party contractors is an independent obligation from the STATE's obligation to make payments to the CONTRACTOR. As a result, the STATE shall have no obligation to pay or to enforce the payment of any moneys to any third-party contractor.

Attachment: County of Mariposa SA 64BO21-01703 (LTC-2022-9 : Approve Agreement for FTA 5311 Transit Funds)

B. Third-Party Contracts and Subagreements Affected. To the extent applicable, federal requirements extend to third-party contractors and their contracts at every tier, and to the subcontractors of third-party contractors and their subagreements at every tier. Accordingly, the CONTRACTOR agrees to include, and to require its third-party contractors to include appropriate clauses in each third-party contract and each subagreement financed in whole or in part with financial assistance provided by FTA. In particular, the following clauses regarding DBE Contract Assurance, DBE Participation Goal, Continued Compliance and Prompt Payment and Return of Retainage clauses apply to this AGREEMENT and shall be included in every subcontract or subaward made by the CONTRACTOR.

1. DBE Contract Assurance. The CONTRACTOR, or SUBCONTRACTOR shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The CONTRACTOR or SUBCONTRACTOR shall carry out applicable requirement of 49 CFR Part 26 in the award and administration of [Federal] DOT-assisted contracts. Failure by the CONTRACTOR or SUBCONTRACTOR to carry out these requirements is a material breach of this contract, which may result in the termination of the Standard Agreement between the STATE and the Awarding Agency, the termination of this contract by the Awarding Agency, or such other remedy the STATE or Awarding Agency deems appropriate, which may include, but is not limited to:
   a. Withholding monthly progress payments;
   b. Assessing sanctions;
   c. Liquidated damages; and/or
   d. Disqualifying the CONTRACTOR from future bidding as non-responsive.
2. DBE Participation Goal. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The contract goal for participation of Disadvantaged Business Enterprises (DBE) for this contract is [XX]%. Offerors are required to document sufficient DBE participation to meet the contract goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53 (3)(i)(A). Award of this contract is conditioned on submission of the following:
   a. If the offer meets the DBE contract goal, the offeror must include a completed ADM-0227F form.
   b. If the offer does not meet the DBE contract goal, the offeror must include a completed ADM-0312F form that documents the offeror's good faith efforts (GFE) and ADM-0227F form.
   c. The contractor shall not terminate the DBE subcontractors listed on ADM-0227F without the Awarding Agency's prior written consent and concurrence from the DBELO. The Awarding Agency may provide such written consent only if the contractor has good cause to terminate the DBE firm. Before transmitting a request to terminate, the contractor shall give notice in writing to the DBE subcontractor of its intent to terminate and the reason for the request. The contractor shall give the DBE five (5) days to respond to the notice and advise of the reasons why it objects to the proposed termination. When a DBE subcontractor is terminated or fails to complete its work on the contract for any reason, the contractor shall make good faith efforts (GFE) to find another DBE subcontractor to substitute for the original DBE and immediately notify the Awarding Agency in writing of its efforts to replace the original DBE. These good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the Contract as the DBE that was terminated, to the extent needed to meet the Contract goal established for this procurement.
   d. Awarding Agency shall notify the Caltrans DBE Liaison Officer (DBELO) in the event the Awarding Agency finds the CONTRACTOR or SUBCONTRACTOR is in violation of 49 CFR Part 26 within five (5) business days the finding is made.
3. Continued Compliance. The Awarding Agency shall monitor the Contractor's DBE compliance during the life of this contract and submit to the state a completed ADM-0369 form in each their request for reimbursement (RFR) packet.

C. No Federal Government Obligations to Third Parties. The CONTRACTOR agrees that, absent of the Federal Government's express written consent, the Federal Government shall not be subject to any obligations or liabilities to any contractor, any third-party contractor, or any other person not a party to the Grant Agreement in connection with the performance of the PROJECT. Notwithstanding any concurrence provided by the Federal Government in, or approval of, any solicitation or third-party agreement, the Federal Government continues to have no obligation or liabilities to any party, including the CONTRACTOR or third-party contractor.

D. Obligations on Behalf of the STATE. The CONTRACTOR shall have no authority to contract for or on behalf of the STATE or to incur obligations on behalf of the STATE.

Attachment: County of Mariposa SA 64BO21-01703 (LTC-2022-9 : Approve Agreement for FTA 5311 Transit Funds)

E. STATE Approval of All Third-Party Contracts. The STATE shall approve in writing all proposed third-party contract agreements, Memoranda of Understanding, Intergovernmental Agreements, or similar documents relating to the performance of this AGREEMENT prior to implementation. The CONTRACTOR agrees that it will not enter into any third-party contracts unless the same are approved in writing by the STATE. Any proposed amendments to such third-party contracts must be approved by the STATE prior to implementation.

57. Federal Prompt Payment and Return of Retainage.
    A. The Awarding Agency shall comply with 49 CFR Part 26.29 and ensure the contractor pay its subcontractors performing work satisfactorily completed related to this contract no later than seven (7) days after the contractor's receipt of payment for work from the Awarding Agency.
    B. Unless the approved project is for Construction, the contractor shall not hold retainage (withhold retention) from any subcontractor. The state shall not hold retainage from any contractor.
    C. If a dispute arises regarding Construction projects only, the contractor may exercise its rights under California Public Contract Code (PCC) Sections 10262 and 10262.5 or California Business and Professions Code (BPC) Section 7108.5, as applicable.
    D. The contractor is required to pay its subcontractors for satisfactory performance of work related to this Agreement no later than seven (7) days after the contractor's receipt of payment for that work from the State. In addition, the contractor is required to return any retainage payment to any subcontractor within seven (7) days after the subcontractor's work related to this Agreement is satisfactorily completed.

58. Narrowband Migration. The CONTRACTOR must comply with the Federal Communications Commission Public Notice DA09-2589 deadline for private land mobile radio services in the 150-174 MHz and 421-512 MHz bands which will migrate to narrowband (12.5 kHz or narrower) technology effective January 1, 2013.

59. Indemnification. Neither the STATE nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by CONTRACTOR and/or its agents under or in connection with any work, authority or jurisdiction conferred upon CONTRACTOR under this AGREEMENT. It is understood and agreed that CONTRACTOR and/or its agents shall fully defend, indemnify and save harmless the STATE and all its officers and employees from all claims, suits or actions of every name, kind and description brought forth including, but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by CONTRACTOR and/or its agents, employees, and representatives under this AGREEMENT.

60. DBE Forms Referenced Herein. Forms ADM-0312F and ADM-0227F that are named in Section 56 are maintained, used and supplied by the STATE. CONTRACTOR shall use and complete these forms as directed by the STATE. The STATE shall determine the schedule for reporting of required DBE information and the submittal of these DBE forms.

Attachment: County of Mariposa SA 64BO21-01703 (LTC-2022-9 : Approve Agreement for FTA 5311 Transit Funds)

ARTICLE III
SPECIAL TERMS AND CONDITIONS

1. Purchase Order. Upon approval by the STATE of a procurement award, the CONTRACTOR (or procurement agent acting on CONTRACTOR's behalf) may issue a purchase order for the PROJECT. Each purchase order shall be consistent with the approved bid award listed in Exhibit A, be consistent with Billing and Payment instructions listed in Article I of this AGREEMENT and include a reference to the STATE's contract number as assigned to this AGREEMENT.

2. Disposition. The disposition of the PROJECT and any PROJECT-related equipment or property shall be made in accordance with 49 USC Chapter 53, the applicable Program Circular, and the SMP. Disposition requests are generally submitted through the STATE's EGM system.

3. Release of Title. While the STATE is lienholder of a vehicle, CONTRACTOR is obligated to provide periodic reporting as described in Article III, even if the PROJECT's ULS has been exceeded. When the ULS has been achieved, the STATE shall remain the lien holder for vehicles or equipment until all steps in the Disposition process described in the preceding section are completed. The STATE solely determines whether the ULS has been achieved. ULS requirements are enumerated in Article II. The STATE may base its determination upon PROJECT mileage, PROJECT age or a combination of both. Upon determining the ULS has been achieved, the STATE shall release title to the CONTRACTOR. CONTRACTOR shall keep either PROJECT or proceeds from the sale of PROJECT in its public transportation program.

4. Complementary Paratransit Service. Any CONTRACTOR providing complementary paratransit service, certifies that it submitted to the STATE an initial plan for compliance with the complementary paratransit service provision by January 26, 1992, as required by 49 CFR Part 37, and has provided the STATE annual updates to its plan, as required by 49 CFR Part 37 Section 139(j).

5. Reporting Requirements. The CONTRACTOR must submit the following reports. Reporting shall be submitted no later than the date set by the STATE and submitted in a format designated by the STATE. The STATE may require reports be submitted through its EGM system. Late, inaccurate or non-reporting may result in the withholding of reimbursements and/or grounds for termination of the PROJECT or of this AGREEMENT.
   A. Federal Funding Accountability and Transparency Act (FFATA) Reporting. CONTRACTOR on its own behalf and for any of its Subcontractors shall comply with the requirements of FFATA, as required by the FFATA Public Law 109-282, 31 U.S.C. 6101. If requested to do so by the STATE, CONTRACTOR shall submit required information by the date determined by the STATE to allow the STATE to timely fulfill its reporting obligations under FFATA.
   B. Milestone Reporting and Current Schedule. The CONTRACTOR shall submit an annual report of progress made on the PROJECT no later than thirty (30) days after the close of the annual federal reporting period of October 1 through September 30. Milestone Reports are due no later than October 30. The STATE collects information regarding current PROJECT schedule, contemplated schedule changes and the reasons for such changes.
   C. Final Reporting. The CONTRACTOR shall submit a final PROJECT report documenting final PROJECT costs. This report shall be in the format provided by the STATE, which may be available through the STATE's EGM system. For 5310 Program, this report shall include a narrative on PROJECT outcomes and a discussion of any program performance measures referenced in the APPLICATION.
   D. Program Specific Required Reports.
      1. 5311 Program (including 5311(f) and CMAQ) and 5339 Program: National Transit Data (NTD) Reporting. CONTRACTOR annually shall submit their NTD data in a timely manner as directed by the STATE. This requirement applies to all subrecipients that also receive FTA 5307 funds.
      2. 5311 Program Operating Assistance Projects: Drug and Alcohol Management Information System (DAMIS) Reporting. CONTRACTOR shall submit their DAMIS data annually, as required by FTA.
      3. 5310 Program Capital and Mobility Management Projects: Bi-Annual Reporting. The CONTRACTOR shall submit a Bi-Annual Report of vehicle/equipment usage, progress made on mobility management activities, or progress made on Local Procurement activities after each federal reporting period. The federal reporting periods run from October 1 through March 31; and from April 1 through September 30. Bi-Annual reports are due no later than April 30 and October 30 of each calendar year.
      4. 5310 Operating Assistance Reporting: Annual Reporting. The CONTRACTOR shall submit an annual report of

Attachment: County of Mariposa SA 64BO21-01703 (LTC-2022-9 : Approve Agreement for FTA 5311 Transit Funds)

progress made on the PROJECT no later than thirty (30) days after the close of the annual federal reporting period of October 1 through September 30. Annual reports are due no later than October 30.

6. Liability Insurance. In addition to Article II Section 53 Insurance, the following provisions shall also apply.
   A. The CONTRACTOR is responsible for any deductible or self-insured retention contained within the insurance program.
   B. Coverage must be in force for the complete term of this AGREEMENT. If insurance expires during the term of the AGREEMENT, a new certificate must be received by the STATE at least ten (10) days after the expiration of this insurance. This new insurance must still meet the terms of this AGREEMENT.
   C. In the event CONTRACTOR fails to keep in effect at all times the specified insurance coverage, the STATE may, in addition to any other remedies it may have, terminate this AGREEMENT upon the occurrence of such event, subject to the provisions of the AGREEMENT.
   D. Any insurance required to be carried shall be primary, and not excess, to any other insurance carried by the STATE.
   E. Public Agency or For-Profit CONTRACTORs. The following terms apply to all CONTRACTORs who are defined as a Public Agency or For-Profit entity, regardless if they are providing the service as the prime CONTRACTOR or subcontractor:
      1. Commercial General Liability, of which the liability limits shall be at least:
         a. $2,000,000 for each occurrence (combined single limit for bodily injury and property damage).
         b. $2,000,000 aggregate for products liability completed operations.
         c. $4,000,000 general aggregate. This general aggregate limit shall apply separately to the CONTRACTOR's work under this AGREEMENT.
         d. $15,000,000 umbrella or excess liability. For Projects over $25,000,000 only, an additional $10,000,000 umbrella or excess liability (for a total of $25,000,000). Umbrella or excess policy shall include products liability completed operations coverage and may be subject to $15,000,000 or $25,000,000 aggregate limits. Further, the umbrella or excess policy shall contain a clause stating that it takes effect (drops down) in the event the primary limits are impaired or exhausted.
      2. The STATE, including its officers, directors, agents, and employees, shall be named as additional insured under the Commercial General Liability policy with respect to liability arising out of or connected with work or operations performed by or on behalf of CONTRACTOR under this AGREEMENT.
      3. The policy shall stipulate that the insurance afforded the additional insured shall apply as primary insurance. Any other insurance or self-insurance maintained by the STATE will be excess only and shall not be called upon to contribute with this insurance.
   F. Non-Profit Agencies. The following terms apply to all CONTRACTORs who are defined as a non-profit agency, regardless if they are providing the service as the prime CONTRACTOR or subcontractor:
      1. Commercial General Liability, of which the liability limits shall be at least:
         a. $2,000,000 for each occurrence (combined single limit for bodily injury and property damage).
         b. $2,000,000 aggregate for products completed operations.
         c. $4,000,000 general aggregate. This general aggregate limit shall apply separately to the CONTRACTOR's work under this AGREEMENT.
         d. $5,000,000 umbrella or excess liability. For Projects over $25,000,000 only, an additional $10,000,000 umbrella or excess liability (for a total of $15,000,000). Umbrella or excess policy shall include products liability completed operations coverage and may be subject to $5,000,000 or $15,000,000 aggregate limits. Further, the umbrella or excess policy shall contain a clause stating that it takes effect (drops down) in the event the primary limits are impaired or exhausted.
      2. The STATE, including its officers, directors, agents, and employees, shall be named as additional insured under the Commercial General Liability policy with respect to liability arising out of or connected with work or operations performed by or on behalf of CONTRACTOR under this AGREEMENT.
      3. The policy shall stipulate that the insurance afforded the additional insured shall apply as primary insurance. Any other insurance or self-insurance maintained by the STATE will be excess only and shall not be called upon to contribute with this insurance.

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Attachment: County of Mariposa SA 64BO21-01703 (LTC-2022-9 : Approve Agreement for FTA 5311 Transit Funds)

MARIPOSA COUNTY

Building · 209-966-3934

ORDINANCE 2022-1173

MEETING: May 10, 2022

TO: The Board of Supervisors

FROM: Debra Willis, Sr. Development Services Coordinator

RE: Ordinance for Precluding Permitting on Parcels with Known Violations

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RECOMMENDED ACTION AND JUSTIFICATION:

Waive the Second Reading and Adopt an Ordinance Titled "An Ordinance Amending County Code to Add Section 15.10.260.F to Preclude Permits from Being Issued to Parcels with Known Code Violations".

This item is scheduled based on Board direction at the meeting of December 7, 2021. On this date, the Board considered an agenda item entitled “Follow-Up Discussion and Direction Regarding Code Compliance Processes and Determination of Required Resources.”

As a result of the discussion regarding resources, the Board directed staff to prepare a minor county code amendment that states if a violation exists on a parcel, no other permits shall be issued to that parcel, expect for those related to the cure of the violation. The amendment was to include an exception for emergency permits necessary for immediate health and safety of residents.

This draft ordinance achieves the Board's directed objectives and will ensure that the County isn’t issuing permits to parcel with violations, including permits which support or exacerbate the violation.

The Code Compliance Advisory Committee (CCAC) considered the draft ordinance at their meeting on April 6, 2022 and unanimously recommended the Board adopt the ordinance.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

12/7/21 - Board directed ordinance be prepared and routed to the Code Compliance Advisory Committee for review and recommendation.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Alternatives - amend text in draft ordinance

Negative action would mean the ordinance isn't introduced or adopted. There would continue to be no regulation restricting the ability of a property owner to obtain permits on parcels where a violation or violations are known to exist, even if that

permit exacerbates the violation.

ATTACHMENTS:
1 220426 Draft Ordinance 15.10.260.F (PDF)
2 Summary Ordinance (PDF)

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

MARIPOSA COUNTY ORDINANCE NO. ___

AN ORDINANCE AMENDING COUNTY CODE TO ADD SECTION 15.10.260.F TO PRECLUDE PERMITS FROM BEING ISSUED TO PARCELS WITH KNOWN CODE VIOLATIONS

WHEREAS, the purpose of this ordinance is the preservation of the public peace health and safety in the County; and

WHEREAS, the Board of Supervisors desires to ensure that the County's Development Services Departments are not issuing permits to parcels with violations, including permits which support or exacerbate a violation.

NOW, THEREFORE, the Board of Supervisors of the County of Mariposa does ordain as follows:

SECTION I: Section 15.10.260 entitled "CIVIL PENALTY FOR VIOLATION OF CERTAIN BUILDING, ZONING, PUBLIC HEALTH, GRADING AND DRAINAGE REGULATIONS", shall be amended by adding Subsection "F" which shall read in its entirety as follows:

F. Except as otherwise provided herein, no application for building permit shall be accepted, no certificate of occupancy or form of clearance of any type shall be issued, and no inspection services shall be provided, for a parcel upon which an unabated county code violation exists. This prohibition shall not apply to any permit or action necessary for the correction or abatement of a county code violation. This prohibition shall not apply to an emergency permit which is necessary for the immediate health and safety of residents as determined by the Building Director.

SECTION II: This Ordinance shall become effective thirty (30) days after final passage pursuant to the provisions of Government Code Section 25123.

PASSED AND ADOPTED by the Board of Supervisors of Mariposa County this ___day of _____, 2022 by the following vote.

AYES:
NOES:
ABSENT:
ABSTAINED:

_____
Rosemarie Smallcombe, Chair
Mariposa County Board of Supervisors

ATTEST:

_____
KEITH WILLIAMS
Interim Clerk of the Board

APPROVED AS TO FORM:

_____
STEVEN W. DAHLEM
County Counsel

Version 01/21/2022

Attachment: 1 220426 Draft Ordinance 15.10.260.F (2022-ORD-1173 : Ordinance for Precluding Permitting on Parcels with Known Violations)

MARIPOSA COUNTY BOARD OF SUPERVISORS
SUMMARY OF PROPOSED ORDINANCE AMENDING COUNTY CODE TO ADD SECTION 15.10.260.F TO PRECLUDE PERMITS FROM BEING ISSUED TO PARCELS WITH KNOWN CODE VIOLATIONS

Notice is hereby given that on Tuesday, May 10, 2022, at 9 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 to amend Mariposa County Code Title 15 to add Section 15.10.260.F:

Section I: Building and Construction Code Section 15.10.260 shall be amended to add subsection F. to preclude permits from being issued to parcels with known code violations.

Section II: This ordinance shall become effective thirty (30) days after final passage pursuant to Government Code Section 25123.

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.

Keith Williams, Interim Clerk of the Board

Attachment: 2 Summary Ordinance (2022-ORD-1173 : Ordinance for Precluding Permitting on Parcels with Known Violations)

MARIPOSA COUNTY

Health and Human Services · (209) 966-2000

RESOLUTION - ACTION REQUESTED 2022-291

MEETING: May 10, 2022

TO: The Board of Supervisors

FROM: Joe Lynch, Health & Human Services Agency Director

RE: Ratify CMSP Local Indigent Care Needs (LICN) Implementation Grant Application

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RECOMMENDATION AND JUSTIFICATION:

Ratify an Application for the County Medical Services Program (CMSP) - Local Indigent Care Needs (LICN) Grant for $1,500,000 in Funds Over Three Years, to Implement a Community Information Exchange (CIE) Program.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The CMSP Governing Board seeks to expand the delivery of locally-directed indigent care services for low-income uninsured and under-insured adults that lack access to health, behavioral health and associated support services in CMSP counties. The principal goals of the LICN Program are promoting timely delivery of necessary medical, behavioral health and support services to locally identified target populations; link these populations to other community resources and support; and, improve overall health outcomes for these target populations.

Given the adoption of a Systems of Care approach within HHSA and with partner organizations, our team would use LICN funds, if awarded, to plan the design and implementation of a Community Information Exchange (CIE). A CIE is a software application that can share information across various collaborative entities for improved care coordination and case management. The CIE will also serve as a data repository so that we can better capture data and measure outcomes. The data that is gathered will allow us to identify areas in which preventative care can be utilized in order to save money for providing reactive care such as ER visits.

The Board of Supervisors approved submittal of CMSP LICN planning grant application on December 17, 2019 through Resolution No. 2019-713.

The Board of Supervisors approved CMSP LICN planning grant agreement on April 7, 2020 through Resolution No. 2020-172.

Due to a short deadline for this grant, the application was submitted prior to Board approval and authorization.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The Board can choose to not apply for the CMSP Grant and HHSA will need to

seek alternate funding sources for the implementation of a CIE in the future.

FINANCIAL IMPACT:
The Project will be fully funded by CMSP with a 10% in-kind match from HHSA Staff time to work on this Project. There is no impact to the County General Fund. We anticipate eventual cost savings as we will be able to shift care supports from reactive services to proactive services.

ATTACHMENTS:
2_Grant_Project_Summary (PDF)
3_Grant_Project_Narrative (PDF)
4_Implementation_Workplan_and_Timeline (PDF)
5_Implementation_Grant_Budget_and_Budget Narrative (PDF)
6_Logic_Model (PDF)
7_Data_Collection_and_Reporting (PDF)
8_Letters_of_Commitment (PDF)
9_Authorized_Signature (PDF)
1_Implementation_Grant_Cover_Sheet (PDF)

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

B. Project Summary

1) Project goals

Mariposa County is requesting CMSP LICN funding in the amount of $500,000 annually over a period of three years ($1.5 million) to assist with our goals of improving the physical and behavioral health, as well as the health equity of our target population; to decrease stress and prevent re-traumatization through the elimination of requiring a client or patient to navigate multiple uncoordinated systems; reinforced collaboration and service across partnering organizations in support of the target population; and, cost reductions to health plans and our emergency department through shifting from reactive care to preventive physical and behavioral health care. This funding will support the implementation of a Community Information Exchange (CIE) and associated costs, to include staffing costs for the team responsible for implementing the work plan.

2) Project objectives

The primary objectives of the project include the implementation of a CIE that provides an electronic bidirectional referral system that will enable HHSA and our partners to connect clients to supportive services; includes record management functions and captures essential client data and demographics; enables data sharing across systems and promotes a shared language and data measurements that enable standardized outcomes. Additional objectives include data analysis for the purpose of identifying patterns and corrective actions across health systems; and the integration of the CIE within the System of Care (SOC) as implemented by HHSA and our partners. Finally, objectives include ensuring that all CIE users are trained and apply best practices for CIE utilization; that a formal communication channel is established between all key services providers; and, that a team of staff is assembled and developed to operationalize the CIE. We anticipate positively impacting 400 or more persons within our target population annually for each year within the grant period.

3) The project's overall approach (including target population and key partnerships)

Our approach to this project is to implement and utilize CIE technology to support existing disparate systems in order to create efficiencies within our workflows, and to provide supportive services more effectively for our target population. This project will enable us to share data to improve care coordination, prevent duplication of services, inform public policy, and support individuals' progress toward improved quality of life. The CIE will share information such as individual demographics, and data related to health and social services information, behavioral health, housing, and transportation needs, and whether the individual is justice-involved. This will aid in the establishment of formal communication channels and information exchange between key service providers in real-time and would promote efficient connections to relevant services and programs based on the needs of each client or patient served.

The target population for the proposed project includes adults with health and/or behavioral health conditions who were recently released from incarceration; adults requiring follow-up services after inpatient stays; adults receiving care with little to no in-home or community support, and adults with complex health or behavioral health conditions that have housing or transportation challenges that impede access to necessary health care services. A significant proportion of these populations within our county are also experiencing homelessness.

Key partners for Mariposa County Health and Human Services Agency (HHSA) in support of this project include John C. Fremont Hospital (JCF), The Community Alliance for

Attachment: 2_Grant_Project_Summary (RES-2022-291 : Ratify CMSP Local Indigent Care Needs (LICN) Implementation Grant Application)

Transformations, Mariposa County Probation, and the Mariposa County Adult Detention Facility. Behavioral Health and Substance Use Disorders Services fall within HHSA, which is a consolidated Health and Human Services Agency.

4) Any prior efforts to address the target population

Mariposa County was one of the few rural counties in California that participated in the Whole Person Care (WPC) pilot. The WPC pilot allowed us to identify and support our most vulnerable behavioral health clients and provide them with intensive case management. We were able to serve approximately 100 adults annually throughout the WPC pilot. Positive outcomes for this population included reduced emergency department visits and decreased inpatient stays. The implementation of System of Care, as supported by a CIE, will allow HHSA to expand these essential services to other behavioral health clients and those with complex medical conditions.

5) Any previous applicant experience working with CMSP

Our past experience working with CMSP includes work through the Local Indigent Care Needs Planning Grant (LICN), Emergency Response Grant (CERG), Adult System of Care (SOC), and the Health Systems Development Grant (HSG).

These grant funds have allowed us to implement a SOC within HHSA and across our partnering organizations, as well as provide necessary supplies in response to the COVID-19 pandemic. We have also been able to use the funding from the LICN Planning Grant as a springboard for our application for the LICN Implementation Grant.

6) Anticipated outcomes and deliverables

Anticipated outcomes for this project include that through the implementation of a CIE:

- Client data for our target population is shared more efficiently between care providers
- Care providers are able to view client/patient data to create comprehensive care plans
- 25% reduction in admissions for both chronic medical concerns and behavioral health concerns
- 25% reduction in Emergency Department visits for chronic recurring medical problems
- 50% of our eligible target population participates in Targeted Case Management (TCM)
- 20% reduction in loss to follow-up for our target population
- 20% decrease in access to care times for our target population
- 80% of the target population who are at risk of homelessness are successfully prevented from becoming homeless
- 70% improvement in the amount of time between transition from incarceration to probation

7) The project's sustainability plan once the grant has ended

HHSA is prepared to ensure a return on investment and improved outcomes for our target population through careful attention to planning for project sustainability. The LICN grant will cover the cost of CIE software and implementation costs. Once the CIE is in place, projected expenses after the grant period end will only include any essential licensure, system upgrades and maintenance for the platform. We will engage with our partner organizations to determine the best course of action for the continuation of funding and staffing for our CIE. We anticipate that cost savings will be realized in the prevention of providing unnecessary healthcare services to our target population.

Attachment: 2_Grant_Project_Summary (RES-2022-291 : Ratify CMSP Local Indigent Care Needs (LICN) Implementation Grant Application)

Mariposa County Health & Human Services Agency
C. Implementation Program Grant Proposal Narrative

1. Clear Statement of Problem or Need Within Community

This project will be implemented in Mariposa County. While a fully implemented Community Information Exchange (CIE) project will benefit our target population, we envision that the CIE project will benefit all the residents of Mariposa County. Our target population for the proposed project includes adults with health and/or behavioral health conditions who were recently released from incarceration; adults requiring follow-up services after inpatient stays; adults receiving care with little to no in-home or community support, and adults with complex health or behavioral health conditions that have housing or transportation challenges that impede access to necessary health care services. A significant proportion of these populations within our county are also experiencing homelessness, falling into another population of concern.

Mariposa County is a small, rural county nestled in the Sierra Nevada foothills extending from the San Joaquin Valley to the crest of the Sierra Nevada. The county spans approximately 1,450 square miles and has a population of 17,147 residents based on 2021 Census data. The isolation of residents within our county contributes to an environment that is ripe for depression, anxiety, and other behavioral health conditions, and also provides a conducive environment for homelessness and substance abuse. Access to care is further challenged by the distance between where people reside and where services are located.

Compared to the overall state of California, Mariposa County has higher unemployment, lower median household income, and a higher proportion of the population living below the poverty rate. The unemployment rate is 7.1%, and per 2021 Census data, the annual median household income is just $50,960 - significantly less than the statewide median income of $80,440. Additionally, according to 2021 Census data, 13.3% of Mariposa County residents – or nearly 1 in 9 people- are living in poverty. More than one-third of Mariposa County residents do not have affordable housing. Based on the Mariposa County 2019 Homeless Point in Time Count, 86 persons were experiencing homelessness in our community. Of this population, 15% reported having a mental illness, 15% indicated that they had a disability other than mental illness, and one-fifth reported being chronically homeless.

In the 2019-2020 fiscal year, 45% of houseless or unstably housed clients served by our partner, The Alliance for Community Transformations, reported a struggle with mental illness or a chronic health condition. Our Mariposa County Community Health Assessment (CHA) for 2022 surveyed county residents. When asked to describe the top issues that get in the way of a healthier Mariposa County, the top three responses were: Behavioral/Mental Health; Access to Care; and Housing. According to 2021 Census data, nearly 10% of the population of Mariposa County, or about 1,700 persons, are uninsured. In 2021 through coordinated entry, HHSA supported 113 clients experiencing homelessness. In 2021, the HHSA Behavioral Health branch served 759 individuals seeking services. During this same period of time, Mariposa County Jail served approximately 300 inmates with behavioral health needs by providing psychiatric services and a Licensed Clinical Social Worker.

Attachment: 3_Grant_Project_Narrative (RES-2022-291 : Ratify CMSP Local Indigent Care Needs (LICN) Implementation Grant Application)

Attachment: 3_Grant_Project_Narrative (RES-2022-291 : Ratify CMSP Local Indigent Care Needs (LICN) Implementation Grant Application)

The primary source of healthcare services for the target population is John C. Fremont Healthcare District (JCF). JCF operates a critical access hospital, two primary care clinics, and a specialty clinic. In addition, there is a clinic operated by a regional Native American tribal coalition. Behavioral health services are provided by JCF, HHSA, and a few therapists throughout the county. Mariposa county is medically underserved; according to datausa.io, the current patient to primary care physician ratio of 3,494 to 1. Most specialty care services require referrals outside of the county. Currently, new patients in need of behavioral health services through HHSA may wait as long as 10 days for an evaluation - and then additional time before an initial appointment with a clinician is offered. This is due in part to a ratio of 45 adult patients to 1 therapist/clinician. Behavioral health patients requiring inpatient care are often transported to facilities four to six hours away. A lack of transportation makes access to care and supportive services a challenge for many.

Currently, an individual client in our target population who needs support for a medical condition, is involved with Probation, is homeless, and without transportation is required to navigate multiple systems or organizations to gain any support. Any referrals made for this person are uncoordinated, could result in a duplication of efforts, and may not take the client's unique needs into account for effective decision-making. Additionally, there is no mechanism to support closing the loop on referrals made for clients or patients in common; for this reason, individuals can get lost to follow through, and referring staff do not always get feedback on whether a client successfully initiated support or services upon referral. These inefficiencies create a gap in our current system that can reduce positive impacts to health for our target population. A CIE will offer a comprehensive, real-time solution that is accessible to all CIE partners. This solution will help meet the needs of clients served in a way that is efficient and effective, avoids duplication of efforts and resources, and promotes linkages to essentials services, resulting in improved continuity of care.

Even with these challenges, Mariposa County has strengths. As a small community, HHSA and our project partners have a history of collaborative efforts across our community. This allows us to maximize the resources that do exist in our county to service our residents in need. The small size of the county allows for collaboration between county programs and community-based organizations that may not be achieved as easily in a larger county. JCF, although a critical access hospital, does have resources such as MRI, laboratory, and a staff Social Worker. As the hospital and its emergency department are small, the emphasis on care is high as each patient is able to spend time with medical staff to have their needs addressed. Transportation services are available through HHSA and community partners, such as The Alliance for Community Transformations, to support those in need of medical and behavioral health services. HHSA, JCF, The Alliance for Community Transformations, Mariposa County Probation, and the Mariposa County Jail work together to serve our community.

A CIE will help us identify individuals in our target population through an integrated intake process. The process will be supported by current HHSA programs and through collaborative efforts with key partners as individuals within our target population seek and/or enter services.

Attachment: 3_Grant_Project_Narrative (RES-2022-291 : Ratify CMSP Local Indigent Care Needs (LICN) Implementation Grant Application)

The intake process will allow us to reach our target population, as well as those at risk of becoming part of our target population. Over the three-year grant period, we will seek to address the challenges of our target population. Based on current activity, we anticipate that the number of individuals served would be over 400 persons each year over the grant period.

2. Description of Proposed Project

A Community Information Exchange for Mariposa County: A Community Information Exchange (CIE) is a technology-based solution that will work with our current systems and will create connections for internal HHSA programs, as well as with external partners, for the purpose of information sharing. The CIE will share information such as individual demographics, and data related to health and social services information, behavioral health, housing, and transportation needs, and whether the individual is justice-involved. Benefits of a CIE include an alignment of System of Care (SOC) efforts, continuous collaborative improvement with our community partners, acquiring better data for improved visibility in client and/or patient needs, and promoting informed decision-making. Additional CIE benefits include reducing the amount of time between referral to supportive programs or services, improved linkages to essential services, and reducing the need for a client to retell their story which helps prevent or decrease re-traumatization.

Mariposa County Health & Human Services Agency, along with our partners, will incorporate the following core LICN Program components within the program:

- *Continuity of Care*
- *Linkages to Enabling Services*

Background: Over the last two years, the Mariposa County departments of Human Services, Public Health, and Community Services consolidated to become an integrated agency—the Mariposa Health and Human Services Agency (HHSA). As part of the organizational analysis for consolidating into a single “superagency”, we intentionally built our structure to implement and support a System of Care model. An SOC approach provides community services bringing together all components of community wellness for the individuals served. Community wellness involves many factors, such as health, housing, human services, behavioral health, public assistance, education, and other supportive or protective programs based on the needs of those served. Mariposa County was previously awarded a CMSP grant to develop our Adult SOC.

Mariposa County was one of the few rural counties in California that participated in the Whole Person Care (WPC) pilot. The WPC pilot allowed us to identify and support our most vulnerable behavioral health clients and provide them with intensive case management. We were able to serve approximately 100 adults annually throughout the WPC pilot. Positive outcomes for this population included reduced emergency department visits and decreased inpatient stays. The implementation of System of Care, as supported by a CIE, will allow HHSA to expand these essential services to other behavioral health clients and those with complex medical conditions. Mariposa County also participates in other funding opportunities that provide resources to address specific populations with higher needs. These include the No Place Like Home grant and funding to implement Medication Assisted Treatment for opioid addiction experienced within our inmate population. Additionally, due to the COVID-19 pandemic, HHSA and our partners

shifted to expand telehealth options for those who can be adequately served by this method. In 2021, Mariposa County Jail provided 242 tele psych appointments; in this same year, HHSA Behavioral Health provided 149 telehealth services.

These various programs have allowed us to better address the needs of our inmate population, individuals experiencing homelessness, and community members with substance use disorders. However, these programs emphasize the siloed nature of state and federal funding streams and the challenges of integrating services.

Currently, healthcare providers, social services staff, community partners, and caregivers require information from many different systems to make informed decisions about the care and services needed to address the conditions of our target population. Access to the information is challenging given the current fragmented nature of health information technology infrastructure, the use of multiple electronic health records, and case management systems in Mariposa County. There is currently no communication or linkages to share information between these systems. Due to challenges in accessing relevant information in a timely manner, this creates delays in referrals and supportive services for individuals.

Improving Information Exchange Between Community Service Providers: System interoperability and data exchange are critical components in ensuring access to the right information at the right time. Mariposa's CIE will create this interoperability, eliminate the existing gaps in systems communications, and allow for the flow in information. The CIE would aid in enabling the establishment of formal communication channels and information exchange between key service providers in real-time and would promote efficient connections to relevant services and programs based on the needs of each client or patient served.

Providing Real-Time Access to Service Availability and Client Needs/Conditions: The CIE would provide access to real-time housing capacity/available beds to match clients with appropriate housing solutions. Updated, real-time patient information related to diagnosis of chronic conditions or treatment plans would also be available to promote comprehensive care and decision-making. Additionally, the CIE would support our efforts to more effectively track the number of those in our community who are experiencing homelessness, and those living in substandard conditions. Unstable housing is linked to adverse health outcomes; the CIE will support in the timely identification of housing and shelter available for the population served, meeting immediate needs, and promoting greater overall health outcomes. Incarcerated adults represent another population that would greatly benefit from real-time access to service availability, which would promote an improved coordination of services to support their transition upon release.

Supporting Linkages to Services: A CIE will be an effective solution to address core components that will facilitate linkage to services and will engage clients in obtaining support. Integrated data from multiple systems can enhance our understanding of the social determinants of health, including healthcare, education, economic stability, housing and neighborhood environment, and social and community context. A CIE will provide for data sharing across our medical and social services sectors as we look to coordinate housing

Attachment: 3_Grant_Project_Narrative (RES-2022-291 : Ratify CMSP Local Indigent Care Needs (LICN) Implementation Grant Application)

solutions and ensure access, scheduling, and transportation to critical medical appointments, substance use disorder treatments, or behavioral health appointments. The CIE will allow for targeted case management (TCM) assessment, where this approach to service delivery would be beneficial for our target population. The intended result is a proliferation of innovative cross-sector partnerships that share data to improve care coordination, prevent duplication of services, inform public policy, and support individuals' progress toward improved quality of life.

Supporting Continuity of Care, Shared Care Plans, and Referrals: A CIE will also be an effective solution to address core components related to the continuity of care. The CIE would allow for appropriate transfer of client information relevant to helping interactions, would enable patient referral capabilities, and would promote a whole person care approach in the development of discharge plans and next steps in support of improved patient outcomes. The CIE will enable the community to move from uncoordinated, reactive approaches to a proactive system by the creation of a single, unduplicated record with a cross-sectoral care plan. The CIE will be comprised of network partners that will use a shared language, a resource database, and an integrated technology platform to deliver enhanced community care planning and coordination. This tool will allow partners to share data from many sources and make bidirectional referrals. The CIE ensures that all collaborators involved have the most up-to-date information regarding their clients. This allows for smoother transitions from service to service and eliminates the need for the patient to recall any past services they might have received.

Supporting Re-entry and Coordination with Probation: An additional current challenge is the continued coordination of care when an inmate transitions outside of the jail. We recognize that the jail is a 24/7 operation, and that behavioral health and social services may not always be available at the time of release. The CIE will assist in tracking clients and their needs as they transition from inmate to community, allowing for timely and appropriate coordination of services. Our current timeline is to ensure services are provided within ten days or less; we will also look to improve this timeline through the collocation of a Behavioral Health staff person at the Jail beginning July of 2022. A CIE would support our goal of improving the length of time that exists for individuals between transitioning outside of the jail to probation and relevant services, based on the ability to quickly access services in support of comprehensive care coordination.

Implementation and Roll-Out Strategy: HHSA will take the lead in implementing a CIE which meets the needs of HHSA and its partners, which will best serve the needs of our target population, and which collects data as required by the funding opportunity. The ideal CIE product will be a solution which features an electronic bi-directional referral system to connect clients to supportive services. Once activated, a CIE will enable a shared language, and will promote effective measurements and outcomes based on standardized data. This data will be maintained with an appropriate level of transparency in order to identify patterns across health systems, and to support analysis for corrective action or improvements.

HHSA is prepared to lead efforts to implement this project prior to funding as highlighted in the Implementation Work Plan and Timeline. These preliminary efforts would include the re-

Attachment: 3_Grant_Project_Narrative (RES-2022-291 : Ratify CMSP Local Indigent Care Needs (LICN) Implementation Grant Application)

engagement of key stakeholders in support of project implementation; this process will allow the project manager to develop key data points for the CIE. Key data points would include demographics data as required by the grant: age range, gender, race or ethnicity, income level, and geographic distribution within the county. Additionally, we would develop a formal CIE Request for Information (RFI) and circulate to solution vendors, building off of prior efforts achieved in the planning grant. Finally, we would review and score completed RFI documents in anticipation of project implementation.

In year one of our project, we will resume the development of a CIE Request for Proposal (RFP) and circulation to potential solution vendors. To advance the project toward implementation, we will review RFP submissions, schedule product demos, and select the most qualified CIE Vendor to develop a contract. The next step within our timeline is the initial development of a common data set in support of initial/pilot CIE implementation. Our project will begin as a pilot for our target population, implemented first within Mariposa HHSA Behavioral Health. Upon initial implementation and preliminary use, the CIE will be ready for beta-testing; we will thoughtfully analyze, evaluate, and propose potential revisions for CIE performance based on program needs and goals. These efforts would lead HHSA to be prepared to develop and deliver initial workforce training in support of CIE utilization. The pilot would then expand to include additional CIE implementation in other branches and departments within HHSA – Adult Protective Services (APS), Child Protective Services (CPS), Eligibility, and the Housing Support Program (HSP). These sequential steps will then prepare us to develop internal and external reports for data analysis, data validation, analysis of data, and to implement corrective actions within the CIE as needed. Throughout the first year of the project, HHSA will take the lead in facilitating bi-monthly meetings for CIE stakeholders. Updates on project progress will be scheduled and presented for our Board of Supervisors. To complete the first year, our lead financial analyst will collaborate with the project manager to prepare and complete the bi-annual Progress Report and Expenditure Report for submission.

During year two of the project, expansion efforts will begin. Our project manager and key staff will begin CIE implementation efforts in other branches and departments within HHSA; this will be informed through an initial evaluation of CIE uptake and user acceptability and utilization of services for individuals within our target population. We will then begin CIE implementation across the County. These efforts will begin with Mariposa County Probation, Mariposa County Jail, The Alliance for Community Transformations, and concludes with JCF Hospital. Year two will include ongoing facilitation of HHSA staff and partner refresher trainings in support of the CIE and best practices. HHSA will convene staff and partner mentoring, and uptake evaluation to monitor implementation expansion. Mid-way through year two, HHSA will initiate sustainability planning. We will achieve this through facilitating Sustainability Planning Workgroup bimonthly meetings, with the goal of developing a Sustainability Plan. This will include the identification of proposed funding sources upon completion of the grant funding. Year two will include the development of internal and external reports for data analysis, data validation, the analysis of CIE data points, and corrective action as needed. Our second year will conclude with our lead financial analyst and project manager collaborating to prepare and complete the bi-annual Progress Report and Expenditure Report for submission.

Attachment: 3_Grant_Project_Narrative (RES-2022-291 : Ratify CMSP Local Indigent Care Needs (LICN) Implementation Grant Application)

Year three of the project will see HHSA and our partners transition to steady use of the CIE in support and service to our target population. We will begin the year with continued efforts to support CIE implementation across the County, monitoring progress and success through expansion with Mariposa County Probation, Mariposa County Jail, The Alliance for Community Transformations, and with JCF. Year three will realize many of the same activities as the prior grant year and will see adjustments based on feedback from data analysis and CIE users. Year three will continue with ongoing facilitation of HHSA staff and partner refresher trainings in support of CIE expansion and best practices. HHSA will convene staff and partner mentoring & uptake evaluation to continue the monitoring and evaluation of implementation expansion. Year three activities will also place emphasis on Sustainability Planning efforts through continued bimonthly workgroup meetings, and preparations to implement the CIE Sustainability Plan. Our year three will conclude with our lead financial analyst and project manager collaborating to prepare and complete the bi-annual Progress Report, Expenditure Report, and Final Grant Report for submission.

3. Description of Planning Efforts

Mariposa Health & Human Services Agency has taken steps to prepare and plan for the implementation and management of a Community Information Exchange. We will plan to resume and complete planning efforts supported by the initial CMSP grant funds. During our CMSP Planning Grant, we were able to achieve some progress towards our goals, however, much was interrupted due to the COVID-19 pandemic. HHSA was the lead agency in organizing the emergency response for our community.

Prior to the interruption of efforts, progress with the planning grant included developing a Request for Information (RFI) process, reviewing potential CIE product solutions, and observing product demonstrations, obtaining cost estimates, and completing a needs assessment to support planning for implementation. Key staff have researched best practices in CIE implementation and management to develop a CIE solution that works best for the needs of Mariposa County. Individuals from HHSA attended the 2021 CIE Virtual Summit as presented by San Diego County. The project manager has also researched different CIE elements and platforms to identify functionalities of a CIE that will best support the goals of Mariposa HHSA and its partners in the implementation of this shared community asset. These activities have enabled us to understand lessons learned in CIE design and development, implementation, adoption, workforce development, data collection, client satisfaction, and ongoing CIE use.

HHSA has demobilized emergency operations and scaled down our response as the COVID-19 pandemic enters its next phase. This will allow key staff and community partners to return focus and dedicated efforts to the CIE project. Planning will conclude with a RFI for several identified vendors, as well as the development of a scoring system to ensure that the needs specific to Mariposa County's CIE are met.

SOC implementation and training efforts have prepared us to overcome some potential barriers to our software integration. Training has been delivered for all HHSA and for key CIE partners, to include Mariposa County Probation and The Alliance for Community Transformations.

Attachment: 3_Grant_Project_Narrative (RES-2022-291 : Ratify CMSP Local Indigent Care Needs (LICN) Implementation Grant Application)

Training scheduling is underway for staff in the Mariposa County Jail and JCF Hospital. A CIE will perfectly align with our shared SOC efforts. SOC is an approach to coordinated service delivery that allows us to develop a common understanding of how we can work together to positively impact service delivery. The overarching goals of SOC include enhanced collaboration with HHSA and external partners, promoting a trauma-informed care approach, and compassionate service delivery in our workplace and community. Our internal staff and external partners are prepared to adopt and support a CIE.

Moving forward with RFP development, HHSA will work with our internal information technology staff, staff from counties that have successfully implemented a CIE, and potential vendors. This will be followed by putting out the RFP for bid and a selection of a vendor. Parallel to the software development, we will work with County Counsel to develop a data use sharing agreement that will allow for all partners in the CIE to share data across the enterprise as appropriate and with relevant firewalls to prevent data from being inappropriately or inadvertently shared. The work to develop the agreement will shape the work that the vendor does in developing permissions and firewalls. Shaping the development of both the software platform and the data use sharing agreement will be the ongoing implementation of the System of Care model within HHSA and its partners.

4. Organization and Staffing

Mariposa County Health & Human Services Agency will serve as the lead applicant for the implementation of a Community Information Exchange. HHSA leadership and staff have strong organizational capacity to implement, operate and evaluate the proposed project. With a staff of 198 full time employees and an annual budget of $71M consisting primarily of state and federal grants allocations, HHSA has demonstrated success in the implementation of similar projects that have required collaboration across partner organizations. The Whole Person Care Pilot Project and the implementation of a System of Care have strengthened our ability to engage the health care community in serving the most vulnerable community members in Mariposa.

HHSA will take the lead role in the implementation of a Community Information Exchange and administration of grant activities. Responsibilities will include the development of a Request for Proposal to invite vendors to submit a work plan for the development of an integrated technology platform; engagement of community partners and key stakeholders; implementation of the technology; coordination of training across the agency and with community partners; development of MOU’s and data-sharing agreements for inter- and intra-agency use; community messaging efforts, and evaluation of project milestones. Please see Attachment_1, in the included documents in this application for our Organizational Chart.

The Senior Administrative Analyst will be the Project/Implementation Manager responsible for the overall implementation and monitoring of the Community Information Exchange project. This Analyst will receive direct supervision from both the Director of HHSA and County Health Officer, and will be responsible for the development and scoring of the RFP, RFQ and for the day-to-day responsibilities for key tasks to include leadership, development of common data sets, reporting, data analysis, evaluation, monitoring ongoing progress, IT and system interface, and communication with project partners:

Attachment: 3_Grant_Project_Narrative (RES-2022-291 : Ratify CMSP Local Indigent Care Needs (LICN) Implementation Grant Application)

Senior Administrative Analyst, Andy Carter, CAPM: Certified Associate in Project Management, experience managing projects in a technology environment, experience in enterprise-wide software implementations. Served as lead on HHSA Strategic Planning efforts and Project Manager for System of Care (SOC) implementation efforts for HHSA and key partners.

Key personnel who will support the implementation of the Community Information Exchange project include the following:

Administrative Analyst, Mandi Brum, BBA: Experience includes leadership in a county social service setting and with University of California, Davis. Project management experience includes development and implementation of new programs and leading workforce development. She served as the Project Manager for System of Care (SOC) training development and delivery for HHSA and key partners. As Implementation Support Specialist, she will be responsible for key tasks related to development and scoring of RFP, RFQ, and CIE implementation and adoption, HHSA and partner staff training efforts, program data collection, data monitoring, analysis, and evaluation.

Deputy Director of Public Health, Kristina Allen, PhD: Experience includes serving as the lead for Systems of Care (SOC) Implementation for Mariposa Health & Human Services Agency, as well as the Project Lead for the Local Indigent Care Needs (LICN) Planning Grant. She will support this project through implementation, sustainability planning, stakeholder engagement, data analysis and program evaluation.

Staff Services Analyst, Laura Glenn: Experience includes work in the Mariposa Health & Human Services Quality Assurance Unit and managing agency compliance within the California Mental Health Services Act. Additional experience includes intimate knowledge of Behavioral Health software and systems within HHSA. She will support with departmental implementation, data sharing agreement, privacy needs, and CIE data collection.

Social Worker, Katy Landers: Experience includes a lead role within Systems of Care (SOC) as well as serving as the Mariposa Health & Human Services Agency Community information and referrals liaison. Additional experience includes serving as a lead for Child Welfare within Mariposa HHSA. Katy will support CIE intake and referrals (I&R) and serve as a Patient Navigator for clients and patients.

Staff Trainer/Analyst, Kirstyn Hanner: Experience includes development and coordination of workforce development opportunities within HHSA. Experience also includes systems migration support for HHSA staff, and facilitating work plans in support of agency consolidation efforts. Kirstyn will serve as a lead in change management efforts, and HHSA staff and partner CIE training efforts including training scheduling, and curriculum development.

To support change management throughout project implementation, we have identified a Mariposa HHSA Change Management team. Working with other key project personnel, the

HSSA Change Management Team will assist with key messaging efforts, end-user development and training, and other logistical tasks in support of implementation, evaluation, and sustainability planning. Additionally, as noted within the implementation work plan and timeline, we will convene both a team of project partner stakeholders as well as a Sustainability Planning Workgroup. These teams will meet bimonthly throughout the grant period with the goal of promoting effective communication and collaboration throughout the implementation process. These efforts will also serve to inform reporting, evaluation, and sustainability efforts.

The team will work closely with County Technical Services for implementation of the technology system and with County Counsel and Privacy Officer to ensure compliance of data-sharing agreements. The team will also work to develop community messaging to serve as an introduction to the CIE, to include highlighting the goals for implementation and the value that the CIE and its collaborative partnerships represent for our community.

Key partners throughout the implementation process will include: John C. Fremont Healthcare District, The Alliance for Community Transformations, Mariposa County Probation Department, Mariposa County Jail, Mariposa County Technical Services and Mariposa County Counsel.

5. Sustainability Planning

HHSA is prepared to ensure a return on investment and improved outcomes for our target population through careful attention to planning for project sustainability. The LICN grant will cover the cost of CIE software and implementation costs. Once the CIE is in place, projected expenses after the grant period end will only include any essential licensure, system upgrades and maintenance for the platform.

Ongoing use of the CIE will be addressed within the administrative costs of the various programs it supports including healthcare delivery systems, behavioral health, social services, and Probation. Each of these activities have funding sources that will allow for overhead and/or administrative costs; this software would fall in allowable costs in those programs. The cost of ongoing analysis of the data (both “meta-data”, how the CIE is being used, and data that is entered into the CIE), will also be covered by the allowable overhead costs of the programs it supports. While the program manager would continue to have some oversight of the CIE, it is intended in the outyears that analysis functions would be distributed amongst analysts within the respective programs.

Thank you for allowing us this opportunity to apply for funding to continue our efforts to ensure that Mariposa County is a healthy, safe, and thriving community. We appreciate our continued relationship with CMSP and look forward working together over the next few years.

Attachment: 3_Grant_Project_Narrative (RES-2022-291 : Ratify CMSP Local Indigent Care Needs (LICN) Implementation Grant Application)

Workplan and Timeline - Year 1		
Key Personnel	**Activity**	*Feb*
Project Lead	*Meet with project Stakeholders to re-energize project and identify next steps in support of implementation.*	
Implementation Manager	*Engage key Stakeholders in support of implementation.*	
Project Lead, Designated Analysts	*Develop CIE Request for Information (RFI) and circulate to solution vendors.*	
Project Lead, Executive Leadership Team	*Review and score completed RFI documents.*	
Project Lead, Designated Analysts	*Develop CIE Request for Proposal (RFP) and circulate to solution vendors.*	
Project Lead	*Establish ongoing schedule for informing Board of Supervisors of project progress.*	
Executive Leadership Team	*Review RFP submissions, schedule product demos, select CIE Vendor and develop contract.*	
Project Lead	*Completion of the RFP, approval by Board of Supervisors.*	
Project Lead	*Initial development of a Common Data Set in support of CIE expansion.*	
Implementation Manager	*Begin CIE implementation starting with Mariposa HHSA Behavioral Health.*	
Implementation Manager	*CIE ready for beta-testing; analyze, evaluate, revise CIE performance based on program needs and goals.*	
HHSA Change Management Team	*Develop and deliver initial workforce training in support of CIE utilization.*	
Implementation Manager	*Begin CIE implementation in other branches and departments within HHSA - APS, CPS, Eligibility, Housing.*	
Project Lead, Designated Analysts	*Develop internal and external reports for data analysis, data validation, analysis of data, corrective action as needed.*	
Project Lead	*Hold Stakeholder bimonthly meetings.*	
Key Staff	*Attend CIE Virtual Summit 2022, San Diego CA.*	
Financial Analyst	*Biannual Progress Report and Expenditure Report due.*	
Workplan and Timeline - Year 2		
Key Personnel	**Activity**	*Feb*
Implementation Manager	*Begin CIE implementation in other branches and departments within HHSA.*	*X*
Implementation Manager	*CIE implemented within HHSA; initial evaluation of CIE uptake and user acceptability; utilization of services.*	
Implementation Manager	*Begin CIE implementation across the County, starting with Probation, Jail, Alliance for Community Transformations, John C. Fremont Hospital.*	

Attachment: 4_Implementation_Workplan_and_Timeline (RES-2022-291 : Ratify CMSP Local Indigent Care Needs (LICN) Implementation Grant

HHSA Change Management Team	*Hold staff and partner refresher trainings.*	
Project Lead	*Ongoing meetings for informing Board of Supervisors of project progress.*	
HHSA Change Management Team	*Hold staff and partner refresher trainings*	
Project Lead	*Hold Sustainability Planning Workgroup bimonthly meeting.*	
Project Lead, Executive Leadership Team	*Sustainability Plan produced, based on Stakeholder and Sustainability Workgroup meetings*	
Project Lead, Designated Analysts	*Develop internal and external reports for data analysis, data validation, analysis of data, corrective action as needed*	
Project Lead	*Hold Stakeholder bimonthly meetings.*	*X*
Key Staff	*Attend CIE Summit, 2023 San Diego CA*	
Financial Analyst	*Biannual Progress Report and Expenditure Report due*	
Workplan and Timeline - Year 3		
Key Personnel	**Activity**	*Feb*
Implementation Manager	*Continue CIE implementation across the County, starting with Probation, Jail, Alliance for Community Transformations, John C. Fremont Hospital.*	*X*
HHSA Change Management Team	*Hold staff and partner refresher trainings.*	
HHSA Change Management Team	*Hold staff and partner mentoring & uptake evaluation.*	
Project Lead	*Hold Sustainability Planning Workgroup bimonthly meeting.*	
Project Lead	*Ongoing meetings for informing Board of Supervisors of project progress.*	
Project Lead, Designated Analysts	*Develop internal and external reports for data analysis, data validation, analysis of data, corrective action as needed.*	
Project Lead	*Hold Stakeholder bimonthly meetings.*	*X*
Key Staff	*Attend CIE Summit, 2024 San Diego CA*	
Financial Analyst	*Biannual Progress Report and Expenditure Report due*	
Financial Analyst	*Grant Period end: Expenditure Report due*	
Project Lead	*Grant Period end: Final Report due*	

Attachment: 4_Implementation_Workplan_and_Timeline (RES-2022-291 : Ratify CMSP Local Indigent Care Needs (LICN) Implementation Grant

2022								
Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov
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			X					
	X	X						
			X	X				
				X	X			
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					X	X		
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						X		

2023								
Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov
X	X	X	X					
			X	X				
				X	X	X	X	X

Attachment: 4_Implementation_Workplan_and_Timeline (RES-2022-291 : Ratify CMSP Local Indigent Care Needs (LICN) Implementation Grant

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				X				
X			X			X		
		X		X		X		X
X		X		X		X		X
	X		X		X		X	
						X		
				X				

2024

Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov
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	X			X			X	
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X		X		X		X		X
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						X		
				X				

Attachment: 4_Implementation_Workplan_and_Timeline (RES-2022-291 : Ratify CMSP Local Indigent Care Needs (LICN) Implementation Grant

	2023
Dec	Jan
	X
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	X
	2024
Dec	Jan
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LICN Implementation Workplan and Timeline

Instructions: Use the columns at left to plan your project activit
the responsible parties or personnel involved under the Key Per
column. Please denote with an X which month(s) activities are
This spreadsheet is not locked. You may add/delete lines as ne

Line 3 is a sample entry. You may remove it.

Attachment: 4_Implementation_Workplan_and_Timeline (RES-2022-291 : Ratify CMSP Local Indigent Care Needs (LICN) Implementation Grant

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	2025					
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	X		X		X	
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Attachment: 4_Implementation_Workplan_and_Timeline (RES-2022-291 : Ratify CMSP Local Indigent Care Needs (LICN) Implementation Grant

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Applicant

Personnel
Staff
Senior Administrative Analyst, Andy Carter
Administrative Analyst, Amanda Brum
Deputy Director of Public Health, Kristina Allen
Staff Services Analyst, Laura Glenn
Social Worker, Katy Landers
Staff Development Coordinator, Kirstyn Hanner
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Fringe Benefits
Staff
Senior Administrative Analyst, Andy Carter
Administrative Analyst, Amanda Brum
Deputy Director of Public Health, Kristina Allen
Staff Services Analyst, Laura Glenn
Social Worker, Katy Landers
Staff Development Coordinator, Kirstyn Hanner
0

Attachment: 5_Implementation_Grant_Budget_and_Budget Narrative (RES-2022-291 : Ratify CMSP Local Indigent Care Needs (LICN)

0
0
0

Training
Item
Vendor Workshops/Conferences
0
0
0
0
0

Contractual Services
Contractor Name
County Legal Counsel
Partner Stipends
Information System Specialist
0
0

Travel
Staff
Travel to County Sites
0
0
0
0

Attachment: 5_Implementation_Grant_Budget_and_Budget Narrative (RES-2022-291 : Ratify CMSP Local Indigent Care Needs (LICN)

Equipment
Item
Tablets, Laptops, and other Devices
0
0
0
0
0
0
0
0
0

Other
Title
Software Solution + Implementation+Evaluation
Misc. Office Supplies (Binders, printing, etc.)
Operating facility expense
0
0
0
0
0
0
0

Administrative Overhead Expense

Attachment: 5_Implementation_Grant_Budget_and_Budget Narrative (RES-2022-291 : Ratify CMSP Local Indigent Care Needs (LICN)

Tile
Admin Overhead

Attachment: 5_Implementation_Grant_Budget_and_Budget Narrative (RES-2022-291 : Ratify CMSP Local Indigent Care Needs (LICN)

Implementation Grant Budget Narrative

County of Mariposa - HHSA

Description
Project Management of software solution implementation including development and scoring of vendor RFP, RFQ d and partner organizations. Creation of sustainability plan and coordination of sustainability efforts with partners. (80% evaluation of uptake of new technology with staff and outside partners. Development of common data sets, automat of time) Gross Salary - $132,086
Support to project implementation activities including development and scoring of RFP, RFQ, staff and partner trainir Program data collection, data analysis/evaluation (40% of time). Gross Salary - $101,460
Support to project implementation, sustainability planning, stakeholder engagement. (25% of time). Data analysis/ev $143,172
Assists with internal department level implementation and data sharing/privacy needs (60% of time), Data analysis/e $94,416
Assists with functions similar to a 311 service, connecting clients and patients with services as needed (60% of time) Gross Salary - $91,872
Develop training schedule and curriculum with Software Solution provider and training staff and partners on how to u current employees and onboarding training for new employees and partner organizations. (100% of time). Gross Sal

Description
Fringe Benefits - Uniform Allowance, Incentive Pay (PERS), Retirement (employer, Unfunded Liability Patment Total, Employee), Vision (Active Employee), Life Insurance, Cash Cafeteria Plan, Medical Insurance Administrative Fee, S Total, Accrued Benefits
Fringe Benefits - Uniform Allowance, Incentive Pay (PERS), Retirement (employer, Unfunded Liability Patment Total, Employee), Vision (Active Employee), Life Insurance, Cash Cafeteria Plan, Medical Insurance Administrative Fee, S Total, Accrued Benefits
Fringe Benefits - Uniform Allowance, Incentive Pay (PERS), Retirement (employer, Unfunded Liability Patment Total, Employee), Vision (Active Employee), Life Insurance, Cash Cafeteria Plan, Medical Insurance Administrative Fee, S Total, Accrued Benefits
Fringe Benefits - Uniform Allowance, Incentive Pay (PERS), Retirement (employer, Unfunded Liability Patment Total, Employee), Vision (Active Employee), Life Insurance, Cash Cafeteria Plan, Medical Insurance Administrative Fee, S Total, Accrued Benefits
Fringe Benefits - Uniform Allowance, Incentive Pay (PERS), Retirement (employer, Unfunded Liability Patment Total, Employee), Vision (Active Employee), Life Insurance, Cash Cafeteria Plan, Medical Insurance Administrative Fee, S Total, Accrued Benefits
Fringe Benefits - Uniform Allowance, Incentive Pay (PERS), Retirement (employer, Unfunded Liability Patment Total, Employee), Vision (Active Employee), Life Insurance, Cash Cafeteria Plan, Medical Insurance Administrative Fee, S Total, Accrued Benefits

Attachment: 5_Implementation_Grant_Budget_and_Budget Narrative (RES-2022-291 : Ratify CMSP Local Indigent Care Needs (LICN)

Description
Members of the Project Team will attend vendor workshops and conferences in order to attend trainings and semina other end users.

Description
County Legal Counsel will be needed for approving RFP/RFQ and contract documents for procuring a solution vend sharing MOUs with partners. Various additional legal support as needed.
Funding to supplement staff resources to support implementation, training, sustainability planning. Will be shared to Transformations, John C. Fremont Hospital.
Provides technology support to project implementation team. Ensures connectivity and security between county run able to have the necessary levels of access.

Description
Travel to partner and other county sites for implementation, trainings, planning, meetings, etc.

Attachment: 5_Implementation_Grant_Budget_and_Budget Narrative (RES-2022-291 : Ratify CMSP Local Indigent Care Needs (LICN)

Description
Mobile devices for employees to utilize Software Solutions while visiting partner organizations, clients, or while worki

Description
The software solution will allow Mariposa County to implement a Community Information Exchange. The Sofware So existing tools and programs so that a robust System of Care can be built for clients and patients that are in need of s
Office supplies including, paper, paper clips, staples, folders, binders, pens, printing, sticky notes, etc.
Costs associated with facility rent, upkeep, utilities, IT equipment/network/communications/workstations, and operati

s

Attachment: 5_Implementation_Grant_Budget_and_Budget Narrative (RES-2022-291 : Ratify CMSP Local Indigent Care Needs (LICN)

Description
Ongoing operational expenses related to implementation of this grant, such as Executive staff/support, and AP staff.

Attachment: 5_Implementation_Grant_Budget_and_Budget Narrative (RES-2022-291 : Ratify CMSP Local Indigent Care Needs (LICN)



	CMSP	In-Kind
ocuments. Engages with key Stakeholders % of time). Assists with staff training and ted reporting, data analysis/evaluation (20%	*X*	
ng, sustainability planning (60% of time).	*X*	
aluation (75% of time). Gross Salary -	*X*	
evaluation (40% of time). Gross Salary -	*X*	
), Data analysis/evaluation (40% of time).	*X*	
use software. Includes refresher trainings for lary - $97,536	*X*	

	CMSP	In-Kind
Medical (Active Employee), Dental (Active ocial Security Total, Medicare Total, SDI	*X*	
Medical (Active Employee), Dental (Active ocial Security Total, Medicare Total, SDI	*X*	
Medical (Active Employee), Dental (Active ocial Security Total, Medicare Total, SDI	*X*	
Medical (Active Employee), Dental (Active ocial Security Total, Medicare Total, SDI	*X*	
Medical (Active Employee), Dental (Active ocial Security Total, Medicare Total, SDI	*X*	
Medical (Active Employee), Dental (Active ocial Security Total, Medicare Total, SDI	*X*	

Attachment: 5_Implementation_Grant_Budget_and_Budget Narrative (RES-2022-291 : Ratify CMSP Local Indigent Care Needs (LICN)

	CMSP	In-Kind
rs for Software Solution, and to network with	*X*	
	CMSP	In-Kind
or, and for drafting and approving data	*X*	
- Probation, Jail, Alliance for Community	*X*	
systems and that partner organizations are	*X*	
	CMSP	In-Kind
	X	

Attachment: 5_Implementation_Grant_Budget_and_Budget Narrative (RES-2022-291 : Ratify CMSP Local Indigent Care Needs (LICN)

	CMSP	In-Kind
ng remotely.	X	

	CMSP	In-Kind
olution will allow for interconnectivity for services.	X	
	X	
on.		X

Attachment: 5_Implementation_Grant_Budget_and_Budget Narrative (RES-2022-291 : Ratify CMSP Local Indigent Care Needs (LICN)

	CMSP	In-Kind
	X	X

Attachment: 5_Implementation_Grant_Budget_and_Budget Narrative (RES-2022-291 : Ratify CMSP Local Indigent Care Needs (LICN)

Local Indigent Care Needs Grant - Logic Model Template

Logic Model Instructions

A Logic Model is a graphic depiction used explain the connection between target population, project activities, and intended effects. Fill out this Logic Model template to address the following areas: Target Population, Theory of Change, Activities, Outcomes, and Impact. Address each section thoroughly.

Questions to consider while developing your logic model:

Target Population

- *Is this population already being served by a separate organization?*
- *Why is this population in need?*

Program Theory

- *What approach will we use to accomplish these goals?*
- *Why is this approach relevant to our target population?*
- *Is there a clear connection between the target population and the issues to be addressed?*

Activities

- *What activities will we complete to accomplish project goals?*
- *Is it clear what data collection and evaluation strategies will be appropriate for each activity?*

Outcomes

- *What measurable outcomes will be accomplished through these activities?*
- *Are these outcomes achievable within the project period?*

Impact

- *What will the long-term and short-term impacts of the project be?*
- *Do these impact goals go beyond the original scope of work?*

Attachment: 6_Logic_Model (RES-2022-291 : Ratify CMSP Local Indigent Care Needs (LICN)

Local Indigent Care Needs Grant - Logic Model Template

Applicant: Mariposa County Health and Human Services Agency

Count(ies) Served: Mariposa

Target Population	Program Theory	Activities	Outcomes	Impact
The target population consist of:	*If the services are:*	*And if the program provides:*	*Then,*	*Ultimately,*
1. Adults with health and/or behavioral health conditions that were recently released from incarceration 2. Adults requiring follow-up services after inpatient stays 3. Adults receiving care with little to no in-home or community support 4. Adults with complex health or behavioral health conditions that have housing or transportation challenges, impeding access to necessary healthcare services	1. A software solution overlay to connect multiple data sources 2. A single record source of information to standardize shared data 3. A shared language that is understood by all partners 4. Supportive of the System of Care (SOC) philosophy 5. Amalgamation of disparate data 6. Designed in support of timely information sharing for care coordination 7. Utilized by partner organizations, including but not limited to – John C. Fremont Hospital, HHSA, Alliance for Community Transformations, Mariposa Probation Department, Mariposa Adult Detention Facility	1. An electronic bidirectional referral system to connect clients to supportive services 2. Record management functions – creation, intake, lookup, sharing, referral 3. Essential data (demographics) is captured in a client record 4. Data sharing across systems 5. Shared language, measurement, and outcomes based on standardized data 6. Transparent data is analyzed for corrective actions and patterns across health systems 7. Integrate CIE with System of Care (SOC) initiatives 8. Users are trained and adopt best practices for CIE usage 9. Establish formal communication channels between key service providers 10. Develop staff and team needed to operationalize the CIE	1. Data is shared faster and more efficiently between care providers 2. Care providers are able to view client/patient data to create comprehensive care plans 3. Admissions for both chronic medical concerns and behavioral health concerns are reduced by 25% 4. Reduced Emergency Department visits for chronic recurring medical problems by 25% 5. 50% of eligible target population participates in Targeted Case Management (TCM) 6. Reduce loss to follow-up for target population by 20% (improved connections to coordinated care) 7. Decrease access to care times for target population by 20%	1. Improved physical and behavioral health, and improve health equity for target population 2. Decreased stress and re-traumatizatio through the elimination of navigating multiple systems 3. Reinforced collaboration and service across CIE partner organization 4. Reduced cost to health plans and hospital emergency departments by shifting from reactiv to preventive care

Attachment: 6_Logic_Model (RES-2022-291 : Ratify CMSP Local Indigent Care Needs (LICN)

			8. Prevent 80% of the target population who are at risk of homelessness from becoming homeless through timely implementation of housing supports 9. Improve time in transition from incarceration to probation through enhanced information sharing with 70% improvement in average length of time	

Attachment: 6_Logic_Model (RES-2022-291 : Ratify CMSP Local Indigent Care Needs (LICN)

Data Collection, Analysis, and Reporting Plan

MEASURE	DEFINITION	DATA SOURCE/ COLLECTION STRATEGY	Baseline (March '22)	Goal *(June '25)*
How Much We Did?				
Demographics: Age Range*	Age range of individuals served by CIE	This data will be reported by individuals within target population, data collected by CIE	TBD	Data for 100% of Target Population served
Demographics: Gender*	Gender identification of individuals served by CIE	This data will be reported by individuals within target population, data collected by CIE	TBD	Data for 100% of Target Population served
Demographics: Race or Ethnicity*	Race or Ethnicity of individuals served by CIE	This data will be reported by individuals within target population, data collected by CIE	TBD	Data for 100% of Target Population served
Demographics: Income Level*	Income level of individuals served by CIE	This data will be reported by individuals within target population, data collected by CIE	TBD	Data for 100% of Target Population served
Demographics: Geographic Distribution within County*	Geographic area of residence or location within county for individuals served by CIE	Address or area of residence will be reported by individuals within target population, data collected by CIE	TBD	Data for 100% of Target Population served
Number of Client referrals and where initiated	Number of referrals initiated for each client served by CIE and	This data will be generated by the CIE; Data will be collected and analyzed by	TBD	Data for 100% of Target Population served

Attachment: 7_Data_Collection_and_Reporting (RES-2022-291 : Ratify CMSP Local Indigent Care Needs (LICN) Implementation Grant

MEASURE	DEFINITION	DATA SOURCE/ COLLECTION STRATEGY	Baseline (March '22)	Goal *(June '25)*
	referring Agency/Organization	Administrative Analysts		
Number of linkages to community resources enabled by CIE usage	Number of linkages to Community Resources enabled through CIE usage	This data will be generated by the CIE and confirmed with our key stakeholders on a monthly basis. Data will be collected and analyzed by Administrative Analysts.	TBD	Data for 100% of Target Population served
How well we did it				
Number of unduplicated interactions with target population members	Number of unduplicated individuals served by the CIE during grant reporting period	This data will be generated by the CIE and confirmed with our key stakeholders on a monthly basis. Data will be collected and analyzed by Administrative Analysts.	TBD	400 individuals annually
Average time in transition for individuals released from Incarceration to transition to Community	Average length of time for individuals released from jail to be connected to services that support their transition to community	This data will be generated by the CIE and confirmed with our key stakeholders on a monthly basis. Data will be collected and analyzed by Administrative Analysts.	Within 10 Days or less	70% improvement;Within 72 hours of release
Decreased time in access to care	Percent improvements in time to access care for target population	This data will be generated by the CIE and confirmed with our key stakeholders on a monthly basis. Data will be collected and analyzed by	TBD	20% decrease

Attachment: 7_Data_Collection_and_Reporting (RES-2022-291 : Ratify CMSP Local Indigent Care Needs (LICN) Implementation Grant

MEASURE	DEFINITION	DATA SOURCE/ COLLECTION STRATEGY	Baseline (March '22)	Goal *(June '25)*
		Administrative Analysts.		
Is Anyone Better Off?				
Number of clients establishing substance use services or behavioral health services	Number of unduplicated individuals who enter substance abuse or behavioral health services upon CIE referral	This data will be generated by the CIE and confirmed with our key stakeholders on a monthly basis. Data will be collected and analyzed by Administrative Analysts.	TBD	25% improvement
Reduction in re-admission rates for chronic medical concerns and behavioral health concerns	Percent improvements in re-admission rates for target population for chronic medical health concerns, and/or behavioral health concerns	This data will be generated by the CIE and confirmed with JCF on a monthly basis. Data will be collected and analyzed by Administrative Analysts.	TBD	25% reduction
Reduction in Emergency Department visits for chronic medical concerns	Percent improvements for Emergency Department visits by target population for chronic medical concerns	This data will be generated by the CIE and confirmed with JCF on a monthly basis. Data will be collected and analyzed by Administrative Analysts.	TBD	25% reduction
Percentage of Clients who enter into Targeted Case Management (TCM)	Total percentage of clients in target population who are eligible for and participate in Targeted Case Management (TCM) during grant period	This data will be generated by the CIE and confirmed with key staff on a monthly basis.	TBD	50% of eligible individuals participate in TCM

Attachment: 7_Data_Collection_and_Reporting (RES-2022-291 : Ratify CMSP Local Indigent Care Needs (LICN) Implementation Grant

MEASURE	DEFINITION	DATA SOURCE/ COLLECTION STRATEGY	Baseline (March '22)	Goal *(June '25)*
Closing gaps in system navigation through implementation of a standard intake process: Loss to follow up percent improvement	Loss to follow up will be reflected in the percentage of patients/clients who show to their services or appointments based on referrals initiated through the CIE	This data will be generated by the CIE and confirmed with our key stakeholders on a monthly basis. Data will be collected and analyzed by Administrative Analysts.	TBD	20% improvement

**These demographic data points are required for this project.*

Note: For some of the above referenced measures, we have been unable to collect baseline data due to data collection challenges. Our intention is to collect and confirm baseline measurements upon receipt of implementation funds.

HHSA and CIE partners will monitor additional measures that will help us analyze and evaluate how the CIE is functioning, and whether it is functioning in a manner that is consistent with our goals for serving our target population.

Attachment: 7_Data_Collection_and_Reporting (RES-2022-291 : Ratify CMSP Local Indigent Care Needs (LICN) Implementation Grant

Attachment: 8_Letters_of_Commitment (RES-2022-291 : Ratify CMSP Local Indigent Care Needs (LICN) Implementation Grant Application)

Letters of Support

1. Alliance for Community Transformations
2. John C. Fremont Clinics
3. John C. Fremont Healthcare District
4. Mariposa County Probation Department
5. Mariposa County Health and Human Services Agency Behavioral Health and Recovery Services
6. Mariposa County Health and Human Services Agency Health Services Division
7. Mariposa County Health and Human Services Agency Public Health Division
8. Mariposa County Health and Human Services Substance Use Disorders Program

Mariposa County Health & Human Services Agency

ALLIANCE FOR COMMUNITY TRANSFORMATIONS

California Medical Services Program (CMSP) Local Indigent Care Needs (LICN) Grant
Letter of Support
RE: Mariposa Health & Human Services Agency

Date: March 15, 2022

To Whom It May Concern:

This Letter of Support confirms that the Alliance for Community Transformations will support Mariposa County Health and Human Services Agency (HHSA) in their pursuit of the California Medical Services Program (CMSP) Local Indigent Care Needs (LICN) Grant. As a supporter of this application, the Alliance for Community Transformations will assist Mariposa County HHSA in the implementation of a Community Information Exchange (CIE) with the goal of providing enhanced coordinated care throughout our community for those in need.

A CIE will help us to reinforce our shared System of Care (SOC), which promotes collaboration between Mariposa County HHSA and supportive partner organizations within our County. The implementation of this project will support the goal of aligning community services and improving data management, thereby removing barriers to access health, behavioral health, and social services programs. It is our belief that the implementation of a CIE will promote efficient, effective service delivery and improved outcomes for all individuals served, creating a positive impact for our community.

As a supporter of this proposal, the Alliance for Community Transformations will have representatives who will participate in the planning and implementation of the CIE, and in developing protocols to support our goal of enhancing care coordination and data sharing for Mariposa County. **T**he Alliance for Community Transformations and Mariposa County HHSA have a history of collaborating in support of our community. We will seek to build a comprehensive Memorandum of Understanding (MOU) for this project, in service to our community and to one another.

We do hereby support the applicant as described above. Please contact me with any questions that you may have.

Sincerely,

Alison Tudor

Alison Tudor
Executive Director
209.742.6456, alison@alliance4you.org

Attachment: 8_Letters_of_Commitment (RES-2022-291 : Ratify CMSP Local Indigent Care Needs (LICN) Implementation Grant Application)

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JOHN C. FREMONT
Healthcare District

California Medical Services Program (CMSP) Local Indigent Care Needs (LICN) Grant
Letter of Support
RE: Mariposa Health & Human Services Agency

Date: March 15, 2022

To Whom It May Concern:

This Letter of Support confirms that **John C Fremont Clinics** (JCFC) will support Mariposa County Health and Human Services Agency (HHSA) in their pursuit of the California Medical Services Program (CMSP) Local Indigent Care Needs (LICN) Grant. As a supporter of this application, **JCFC** will assist Mariposa County HHSA in the implementation of a Community Information Exchange (CIE) with the goal of providing enhanced coordinated care throughout our community for those in need.

A CIE will help us to reinforce our shared System of Care (SOC), which promotes collaboration between Mariposa County HHSA and supportive partner organizations within our County. The implementation of this project will support the goal of aligning community services and improving data management, thereby removing barriers to access health, behavioral health, and social services programs. It is our belief that the implementation of a CIE will promote efficient, effective service delivery and improved outcomes for all individuals served, creating a positive impact for our community.

As a supporter of this proposal, **JCFC** will have representatives who will participate in the planning and implementation of the CIE, and in developing protocols to support our goal of enhancing care coordination and data sharing for Mariposa County. **JCFC** and Mariposa County HHSA have a history of collaborating in support of our community. We will seek to build a comprehensive Memorandum of Understanding (MOU) for this project, in service to our community and to one another.

We do hereby support the applicant as described above. Please contact me with any questions that you may have.

Sincerely,



Shahriar Tajbakhsh
Interim Chief Financial Officer
John C Fremont Healthcare District
staj@jcf-hospital.com

Attachment: 8_Letters_of_Commitment (RES-2022-291 : Ratify CMSP Local Indigent Care Needs (LICN) Implementation Grant Application)

JOHN C. FREMONT
Healthcare District

California Medical Services Program (CMSP) Local Indigent Care Needs (LICN) Grant
Letter of Support
RE: Mariposa Health & Human Services Agency

Date: March 15, 2022

To Whom It May Concern:

This Letter of Support confirms that **John C Fremont Healthcare District** (JCFHCD) will support Mariposa County Health and Human Services Agency (HHSA) in their pursuit of the California Medical Services Program (CMSP) Local Indigent Care Needs (LICN) Grant. As a supporter of this application, **JCFHCD** will assist Mariposa County HHSA in the implementation of a Community Information Exchange (CIE) with the goal of providing enhanced coordinated care throughout our community for those in need.

A CIE will help us to reinforce our shared System of Care (SOC), which promotes collaboration between Mariposa County HHSA and supportive partner organizations within our County. The implementation of this project will support the goal of aligning community services and improving data management, thereby removing barriers to access health, behavioral health, and social services programs. It is our belief that the implementation of a CIE will promote efficient, effective service delivery and improved outcomes for all individuals served, creating a positive impact for our community.

As a supporter of this proposal, **JCFHCD** will have representatives who will participate in the planning and implementation of the CIE, and in developing protocols to support our goal of enhancing care coordination and data sharing for Mariposa County. **JCFHCD** and Mariposa County HHSA have a history of collaborating in support of our community. We will seek to build a comprehensive Memorandum of Understanding (MOU) for this project, in service to our community and to one another.

We do hereby support the applicant as described above. Please contact me with any questions that you may have.

Sincerely,



Shahriar Tajbakhsh
Interim Chief Financial Officer
John C Fremont Healthcare District
staj@jcf-hospital.com

Attachment: 8_Letters_of_Commitment (RES-2022-291 : Ratify CMSP Local Indigent Care Needs (LICN) Implementation Grant Application)

COUNTY OF MARIPOSA
PROBATION DEPARTMENT

5091 Bullion Street, P. O. Box 76
Mariposa, California 95338
Phone: (209) 966-3612 FAX: (209) 742-5961

Pete Judy, Chief Probation Officer

California Medical Services Program (CMSP) Local Indigent Care Needs (LICN) Grant
Letter of Support
RE: Mariposa Health & Human Services Agency

Date: March 15, 2022

To Whom It May Concern:

This Letter of Support confirms that Mariposa County Probation Department will support Mariposa County Health and Human Services Agency (HHSA) in their pursuit of the California Medical Services Program (CMSP) Local Indigent Care Needs (LICN) Grant. As a supporter of this application, Mariposa County Probation Department will assist Mariposa County HHSA in the implementation of a Community Information Exchange (CIE) with the goal of providing enhanced coordinated care throughout our community for those in need.

A CIE will help us to reinforce our shared System of Care (SOC), which promotes collaboration between Mariposa County HHSA and supportive partner organizations within our County. The implementation of this project will support the goal of aligning community services and improving data management, thereby removing barriers to access health, behavioral health, and social services programs. It is our belief that the implementation of a CIE will promote efficient, effective service delivery and improved outcomes for all individuals served, creating a positive impact for our community.

As a supporter of this proposal, Mariposa County Probation Department will have representatives who will participate in the planning and implementation of the CIE, and in developing protocols to support our goal of enhancing care coordination and data sharing for Mariposa County. Mariposa County Probation Department and Mariposa County HHSA have a history of collaborating in support of our community. We will seek to build a comprehensive Memorandum of Understanding (MOU) for this project, in service to our community and to one another.

We do hereby support the applicant as described above. Please contact me with any questions that you may have.

Sincerely,

Pete Judy

Pete Judy
Chief Probation Officer
Mariposa County Probation
(209) 742-1286
pjudy@mariposacouty.org

Attachment: 8_Letters_of_Commitment (RES-2022-291 : Ratify CMSP Local Indigent Care Needs (LICN) Implementation Grant Application)

Mariposa County
Health & Human Services Agency
Healthy. Safe. Thriving.

California Medical Services Program (CMSP) Local Indigent Care Needs (LICN) Grant
Letter of Support
RE: Mariposa Health & Human Services Agency

Date: March 15, 2022

To Whom It May Concern:

This Letter of Support confirms that the Behavioral Health & Recovery Services Branch will support Mariposa County Health and Human Services Agency (HHSA) in their pursuit of the California Medical Services Program (CMSP) Local Indigent Care Needs (LICN) Grant. As a supporter of this application, **we** will assist Mariposa County HHSA in the implementation of a Community Information Exchange (CIE) with the goal of providing enhanced coordinated care throughout our community for those in need.

A CIE will help us to reinforce our shared System of Care (SOC), which promotes collaboration between Mariposa County HHSA and supportive partner organizations within our County. The implementation of this project will support the goal of aligning community services and improving data management, thereby removing barriers to access health, behavioral health, and social services programs. It is our belief that the implementation of a CIE will promote efficient, effective service delivery and improved outcomes for all individuals served, creating a positive impact for our community.

As a supporter of this proposal, we will have representatives who will participate in the planning and implementation of the CIE, and in developing protocols to support our goal of enhancing care coordination and data sharing for Mariposa County. As a branch of Mariposa County HHSA we have a history of collaborating in support of our community. We will seek to build a comprehensive Memorandum of Understanding (MOU) for this project, in service to our community and to one another.

We do hereby support the applicant as described above. Please contact me with any questions that you may have.

Sincerely,

Baljit Hundal
Division Director of Health Services
(209)742-0919

Attachment: 8_Letters_of_Commitment (RES-2022-291 : Ratify CMSP Local Indigent Care Needs (LICN) Implementation Grant Application)

Mariposa County
Health & Human Services Agency
Healthy. Safe. Thriving.

March 16, 2022

California Medical Services Program (CMSP) Local Indigent Care Needs (LICN) Grant
Letter of Support
RE: Mariposa Health & Human Services Agency

To Whom It May Concern:

This letter of support confirms that I, Julianne Sims, Division Director of Human Services, will support Mariposa County Health and Human Services Agency (HHSA) in the pursuit of the California Medical Services Program (CMSP) Local Indigent Care Needs (LICN) Grant. As a supporter of this application, I will assist Mariposa County HHSA in the implementation of a Community Information Exchange (CIE) with the goal to provide enhanced coordinated care throughout our community for those in need.

A CIE will help us to reinforce our shared System of Care (SOC), which promotes collaboration between Mariposa County HHSA and supportive partner organizations within our County. The implementation of this project will support the goal of aligning community services and improving data management, thereby removing barriers to access health, behavioral health, and social services programs. We believe that the implementation of a CIE will promote efficient, effective service delivery and improved outcomes for all individuals served, creating a positive impact for our community.

As a supporter of this proposal, I will have representatives participate in the planning and implementation of the CIE, and in developing protocols to support our goal of enhancing care coordination and data sharing for Mariposa County. As a Division Director with Mariposa County HHSA, I have a history of collaborating for the support of our community. We will seek to build a comprehensive Memorandum of Understanding (MOU) for this project, in service to our community and one another.

I do hereby support the applicant as described above. Please contact me with any questions that you may have.

Sincerely,

Julianne Sims
Division Director, Human Services
(209) 742-0889
jsims@mairposacounty.org

Attachment: 8_Letters_of_Commitment (RES-2022-291 : Ratify CMSP Local Indigent Care Needs (LICN) Implementation Grant Application)

Mariposa County
Health & Human Services Agency
Healthy. Safe. Thriving.

California Medical Services Program (CMSP) Local Indigent Care Needs (LICN) Grant
Letter of Support
RE: Mariposa Health & Human Services Agency

Date: March 15, 2022

To Whom It May Concern:

This Letter of Support confirms that the Public Health Branch will support Mariposa County Health and Human Services Agency (HHSA) in their pursuit of the California Medical Services Program (CMSP) Local Indigent Care Needs (LICN) Grant. As a supporter of this application, **we** will assist Mariposa County HHSA in the implementation of a Community Information Exchange (CIE) with the goal of providing enhanced coordinated care throughout our community for those in need.

A CIE will help us to reinforce our shared System of Care (SOC), which promotes collaboration between Mariposa County HHSA and supportive partner organizations within our County. The implementation of this project will support the goal of aligning community services and improving data management, thereby removing barriers to access health, behavioral health, and social services programs. It is our belief that the implementation of a CIE will promote efficient, effective service delivery and improved outcomes for all individuals served, creating a positive impact for our community.

As a supporter of this proposal, we will have representatives who will participate in the planning and implementation of the CIE, and in developing protocols to support our goal of enhancing care coordination and data sharing for Mariposa County. As a branch of Mariposa County HHSA we have a history of collaborating in support of our community. We will seek to build a comprehensive Memorandum of Understanding (MOU) for this project, in service to our community and to one another.

We do hereby support the applicant as described above. Please contact me with any questions that you may have.

Sincerely,

Baljit Hundal
Division Director of Health Services
(209)742-0919

Attachment: 8_Letters_of_Commitment (RES-2022-291 : Ratify CMSP Local Indigent Care Needs (LICN) Implementation Grant Application)

Mariposa County
Health & Human Services Agency
Healthy. Safe. Thriving.

California Medical Services Program (CMSP) Local Indigent Care Needs (LICN) Grant
Letter of Support
RE: Mariposa Health & Human Services Agency

Date: March 15, 2022

To Whom It May Concern:

This Letter of Support confirms that the Substance Use Disorders Program will support Mariposa County Health and Human Services Agency (HHSA) in their pursuit of the California Medical Services Program (CMSP) Local Indigent Care Needs (LICN) Grant. As a supporter of this application, we will assist Mariposa County HHSA in the implementation of a Community Information Exchange (CIE) with the goal of providing enhanced coordinated care throughout our community for those in need.

A CIE will help us to reinforce our shared System of Care (SOC), which promotes collaboration between Mariposa County HHSA and supportive partner organizations within our County. The implementation of this project will support the goal of aligning community services and improving data management, thereby removing barriers to access health, behavioral health, and social services programs. It is our belief that the implementation of a CIE will promote efficient, effective service delivery and improved outcomes for all individuals served, creating a positive impact for our community.

As a supporter of this proposal, we will have representatives who will participate in the planning and implementation of the CIE, and in developing protocols to support our goal of enhancing care coordination and data sharing for Mariposa County. As a program of Mariposa County HHSA we have a history of collaborating in support of our community. We will seek to build a comprehensive Memorandum of Understanding (MOU) for this project, in service to our community and to one another.

We do hereby support the applicant as described above. Please contact me with any questions that you may have.

Sincerely,

LMFT

Todd Davidson
Social Work Supervisor II – Substance Use Disorders Services Director
(209)742-0813

Attachment: 8_Letters_of_Commitment (RES-2022-291 : Ratify CMSP Local Indigent Care Needs (LICN) Implementation Grant Application)

CMSP GOVERNING BOARD

Local Indigent Care Needs Grant

Winter 2022 Implementation Grant Application Signature Page

By submitting this application for CMSP Local Indigent Care Grant Program, the applicant signifies acceptance of the applicant's responsibility to comply with all requirements stated in the Request for Proposals (RFP) authorized by the County Medical Services Program Governing Board (Governing Board). Further, the applicant understands that should the Governing Board award grant funding to the applicant, the Governing Board is not obligated to fund the grant until the applicant submits the correct and complete documents as required for the grant agreement; the Governing Board is otherwise satisfied that the applicant has fully met all Governing Board requirements for receipt of grant funding; and the grant agreement between the Governing Board and the applicant has been fully executed. The Governing Board shall have sole discretion on whether or not to award grant funding of any amount of the applicant.

I declare that I am the authorized representative of the applicant described herein. I further declare under penalty of perjury under the laws of the State of California that the information set forth in this Cover Sheet and the attached response to the CMSP Local Indigent Care Program Implementation Grant is true and correct.

MARIPOSA HEALTH AND HUMAN SERVICES AGENCY
Organization

Authorized Signatory

March 30, 2022
Date

Joe Lynch
Name

ACTING DIRECTOR
Title

Attachment: 9_Authorized_Signature (RES-2022-291 : Ratify CMSP Local Indigent Care Needs (LICN) Implementation Grant Application)

IMPLEMENTATION GRANT COVER SHEET
CMSP Local Indigent Care Needs Grant Program

1. CMSP County or Counties to be Served: Mariposa County

2. Project Title: Community Information Exchange (CIE) Implementation

3. Funding:

	Year 1	Year 2	Year 3	Total
Requested Grant Amount:	$499,064	$499,777	$499,878	$1
In-Kind or Matching Funds:	$50,000	$50,000	$50,000	
Project Totals	$549,064	$549,777	$549,878	$1

4. Lead Applicant:

Organization: Mariposa County Health and Human Services Agency Tax ID Number: 94-60008
Applicant's Director/Chief Executive: Joe Lynch
Title: Acting Director
Applicant's Type of Entity (*Specify county or non-profit*): County
Address: 5362 Lemee Lane
City: Mariposa State: CA Zip Code: 95338 County: Mariposa
Telephone: 209-966-2000
Director Email: jlynch@mariposacounty.org

5. Primary Contact Person (*Serves as lead contact for the project):*

Name: Andy Carter
Title: Senior Administrative Analyst
Organization: Mariposa County Health and Human Services
Address: 5362 Lemee Lane
City: Mariposa State: CA Zip Code: 95338
Telephone: 209-742-0891
Email address: acarter@mariposacounty.org

6. Secondary Contact Person (*Serves as alternate contact):*

Name: Amanda Brum
Title: Administrative Analyst
Organization: Mariposa County Health and Human Services
Address: 5362 Lemee Lane
City: Mariposa State: CA Zip Code: 95338
Telephone: 209-742-0807
Email address: abrum@mariposacounty.org

7. Financial Officer *(Serves as Fiscal representative for the project):*

Name: Randy Ridenhour
Title: Senior Administrative Analyst
Organization: Mariposa County Health and Human Services
Address: 5362 Lemee Lane
City: Mariposa State: CA Zip Code: 95338
Telephone: 209-742-0922
Email address: rridenhour@mariposacounty.org

Attachment: 1_Implementation_Grant_Cover_Sheet (RES-2022-291 : Ratify CMSP Local Indigent Care Needs (LICN) Implementation Grant

8. Technical Assistance Needs *(Prioritize the top 3 Technical Assistance needs you have in regards to undertaking an Implementation Grant by placing a 1, 2 and 3 below):*

1	Data Development and Analysis		Budgets and Finance
2	Identifying Best Practices		Determining Organizational Capacity
	Collaboration	3	Developing program goals, objectives, and metrics for program evaluation
	Other (please describe below):		

Attachment: 1_Implementation_Grant_Cover_Sheet (RES-2022-291 : Ratify CMSP Local Indigent Care Needs (LICN) Implementation Grant

CMSP
OVERNING BOARD

1,498,719
$150,000
1,648,719

80

Attachment: 1_Implementation_Grant_Cover_Sheet (RES-2022-291 : Ratify CMSP Local Indigent Care Needs (LICN) Implementation Grant

Attachment: 1_Implementation_Grant_Cover_Sheet (RES-2022-291 : Ratify CMSP Local Indigent Care Needs (LICN) Implementation Grant

MARIPOSA COUNTY

Sheriff's Office · 209 966-3615

ORDINANCE 2022-1174

MEETING: May 10, 2022

TO: The Board of Supervisors

FROM: Jeremy Briese, Sheriff

RE: Waive the Second Reading and Adopt an Ordinance for AB481

RECOMMENDED ACTION AND JUSTIFICATION:

Waive the Second Reading and Adopt an Ordinance in Accordance with AB481, Titled "An Ordinance Adopting the Mariposa County Sheriff's Office Military Equipment Use Policy"

On September 30, 2021, Governor Gavin Newsom signed into law Assembly Bill 481, relating to the use of military equipment by law enforcement agencies.

Assembly Bill 481, codified at California Government Code sections 7070 through 7075, requires law enforcement agencies to obtain approval of the applicable governing body, by an ordinance adopting a "military equipment use policy," at a regular meeting held pursuant to open meeting laws, prior to taking certain actions relating to the funding, acquisition, or use of military equipment. The term "military equipment" is defined in California Government Code section 7070, subdivision (c).

Assembly Bill 481 allows the governing body of a county to approve the funding, acquisition, or use of military equipment within its jurisdiction only if it makes specified determinations.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The Board has approved Ordinances as required by Assembly Bills in the past.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

First Reading: The Board has the latitude to change the ordinance text. If the Board elects not to introduce the ordinance, the Sheriff's Office will not be compliant with the requirements of AB481

Second Reading: The Board may not make changes to the ordinance text, and can only approve the ordinance or not.

ATTACHMENTS:

Ordidance Sheriff's Office Military Equip Use Policy (PDF)
Military_Equipment- Policy DRAFT (PDF)
Mariposa-Military-Equipment List (PDF)
Summary of Proposed Ordinance - SO(PDF)

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

MARIPOSA COUNTY ORDINANCE NO. _____
(Not to be codified)

AN ORDINANCE ADOPTING THE MARIPOSA COUNTY SHERIFF'S OFFICE MILITARY EQUIPMENT USE POLICY

THE BOARD OF SUPERVISORS OF THE COUNTY OF MARIPOSA COUNTY, a political subdivision of the State of California, does ordain as follows:

SECTION I: Findings.

(a) On September 30, 2021, Governor Gavin Newsom signed into law Assembly Bill 481, relating to the use of military equipment by law enforcement agencies.

(b) Assembly Bill 481 reflects a legislative recognition of the impact of military equipment on public safety, welfare, civil rights, and civil liberties. Assembly Bill 481 also reflects legislative intent to ensure that appropriate legal safeguards are in place to govern the use of military equipment in communities and to ensure that the public has a right to participate and provide meaningful input on a law enforcement agency's decision to fund, acquire, or use military equipment.

(c) Assembly Bill 481, codified at Government Code Section 7070-7075, requires law enforcement agencies to obtain approval of the applicable governing board, by an ordinance adopting a military equipment use policy, at a regular meeting held pursuant to open meeting laws, prior to taking certain actions relating to the funding, acquisition, or use of military equipment, as that term is defined in Government Code Section 7070.

(d) Assembly Bill 481 allows the governing body to approve the funding, acquisition, or use of military equipment within its jurisdiction only if it makes specified determinations.

(e) The Mariposa County Sheriff's Office has prepared a military equipment use policy in accordance with the terms of Assembly Bill 481, which it has added to its policy manual as Mariposa County Sheriff's Office Policy 706.

(f) Mariposa County Sheriff's Office Policy 706 was published on the Mariposa County Sheriff's Office internet website on March 25, 2022, and the policy is available for inspection from the Sheriff's Office.

(g) The Mariposa County Sheriff's Office Policy 706 meets the requirements of California Government Code Section 7070, subdivision (d).

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Attachment: Ordidance Sheriff's Office Military Equip Use Policy (2022-ORD-1174 : Waive the Second Reading and Adopt an Ordinance for

SECTION II: Adoption of the Mariposa County Sheriff's Office Military Equipment Use Policy.

(a) Based on the findings above and the military equipment use policy the Board of Supervisors determines as follows:

1. The military equipment identified in Mariposa County Sheriff's Office Policy 706 is necessary because there are no reasonable alternatives that can achieve the same objectives of officer and civilian safety.

2. Mariposa County Sheriff's Office Policy 706 will safeguard the public's welfare, safety, civil rights, and civil liberties.

3. The military equipment identified in Mariposa County Sheriff's Office Policy 706 is reasonably cost effective compared to available alternatives that can achieve the same objective of officer and civilian safety.

4. Prior military equipment use complied with the military equipment use policy that was in effect at the time, or if prior uses did not comply with the accompanying military equipment use policy, corrective action has been taken to remedy nonconforming uses and ensure future compliance.

(b) Based on the preceding determinations, the Board hereby approves and adopts the military equipment use policy known as Mariposa County Sheriff's Office Policy 706.

SECTION III: This Ordinance shall become effective thirty (30) days after final passage pursuant to the provisions of Government Code Section 25123.

PASSED AND ADOPTED by the Board of Supervisors of Mariposa County this ____ day of _____ 2022 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAINED:

_____
ROSEMARIE SMALLCOMBE, Chair
Board of Supervisors

ATTEST:

_____
KEITH WILLIAMS
Interim Clerk of the Board

APPROVED AS TO FORM:

_____
STEVEN W. DAHLEM
County Counsel

Attachment: Ordidance Sheriff's Office Military Equip Use Policy (2022-ORD-1174 : Waive the Second Reading and Adopt an Ordinance for

Military Equipment

706.1 PURPOSE AND SCOPE

The purpose of this policy is to provide guidelines for the approval, acquisition, and reporting requirements of military equipment (Government Code § 7070; Government Code § 7071; Government Code § 7072).

706.1.1 DEFINITIONS

Definitions related to this policy include (Government Code § 7070):

Governing body – The elected or appointed body that oversees the Agency.

Military equipment – Includes but is not limited to the following:

- Unmanned, remotely piloted, powered aerial or ground vehicles.
- Mine-resistant ambush-protected (MRAP) vehicles or armored personnel carriers.
- High mobility multipurpose wheeled vehicles (HMMWV), two-and-one-half-ton trucks, five-ton trucks, or wheeled vehicles that have a breaching or entry apparatus attached.
- Tracked armored vehicles that provide ballistic protection to their occupants.
- Command and control vehicles that are either built or modified to facilitate the operational control and direction of public safety units.
- Weaponized aircraft, vessels, or vehicles of any kind.
- Battering rams, slugs, and breaching apparatuses that are explosive in nature. This does not include a handheld, one-person ram.
- Firearms and ammunition of .50 caliber or greater, excluding standard-issue shotguns and standard-issue shotgun ammunition.
- Specialized firearms and ammunition of less than .50 caliber, including firearms and accessories identified as assault weapons in Penal Code § 30510 and Penal Code § 30515, with the exception of standard-issue firearms.
- Any firearm or firearm accessory that is designed to launch explosive projectiles.
- Noise-flash diversionary devices and explosive breaching tools.
- Munitions containing tear gas or OC, excluding standard, service-issued handheld pepper spray.
- TASER® Shockwave, microwave weapons, water cannons, and long-range acoustic devices (LRADs).
- Kinetic energy weapons and munitions.
- Any other equipment as determined by a governing body or a state agency to require additional oversight.

Attachment: Military_Equipment- Policy DRAFT (2022-ORD-1174 : Waive the Second Reading and Adopt an Ordinance for AB481)

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Attachment: Military_Equipment- Policy DRAFT (2022-ORD-1174 : Waive the Second Reading and Adopt an Ordinance for AB481)

706.2 POLICY

It is the policy of the Mariposa County Sheriff's Office that members of this agency comply with the provisions of Government Code § 7071 with respect to military equipment.

706.3 MILITARY EQUIPMENT COORDINATOR

The Sheriff should designate a member of this agency to act as the military equipment coordinator. The responsibilities of the military equipment coordinator include but are not limited to:

(a) Acting as liaison to the governing body for matters related to the requirements of this policy.

(b) Identifying agency equipment that qualifies as military equipment in the current possession of the Agency, or the equipment the Agency intends to acquire that requires approval by the governing body.

(c) Conducting an inventory of all military equipment at least annually.

(d) Collaborating with any allied agency that may use military equipment within the jurisdiction of Mariposa County Sheriff's Office (Government Code § 7071).

(e) Preparing for, scheduling, and coordinating the annual community engagement meeting to include:

1. Publicizing the details of the meeting.
2. Preparing for public questions regarding the agency's funding, acquisition, and use of equipment.

(f) Preparing the annual military equipment report for submission to the Sheriff and ensuring that the report is made available on the agency website (Government Code § 7072).

(g) Establishing the procedure for a person to register a complaint or concern, or how that person may submit a question about the use of a type of military equipment, and how the Agency will respond in a timely manner.

706.4 MILITARY EQUIPMENT INVENTORY

The following constitutes a list of qualifying equipment for the Agency:

See Exhibit A, Mariposa County Sheriff's Office AB 481 Military Equipment List, attached hereto.

706.5 APPROVAL

The Sheriff or the authorized designee shall obtain approval from the governing body by way of an ordinance adopting the military equipment policy. As part of the approval process, the Sheriff or the authorized designee shall ensure the proposed military equipment policy is submitted to the governing body and is available on the agency website at least 30 days prior to any public hearing concerning the military equipment at issue (Government Code § 7071). The military equipment policy must be approved by the governing body prior to engaging in any of the following (Government Code § 7071):

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(a) Requesting military equipment made available pursuant to 10 USC § 2576a.

(b) Seeking funds for military equipment, including but not limited to applying for a grant, soliciting or accepting private, local, state, or federal funds, in-kind donations, or other donations or transfers.

(c) Acquiring military equipment either permanently or temporarily, including by borrowing or leasing.

(d) Collaborating with another law enforcement agency in the deployment or other use of military equipment within the jurisdiction of this agency.

(e) Using any new or existing military equipment for a purpose, in a manner, or by a person not previously approved by the governing body.

(f) Soliciting or responding to a proposal for, or entering into an agreement with, any other person or entity to seek funds for, apply to receive, acquire, use, or collaborate in the use of military equipment.

(g) Acquiring military equipment through any means not provided above.

706.6 COORDINATION WITH OTHER JURISDICTIONS

Military equipment should not be used by any other law enforcement agency or member in this jurisdiction unless the military equipment is approved for use in accordance with this policy.

706.7 ANNUAL REPORT

Upon approval of a military equipment policy, the Sheriff or the authorized designee should submit a military equipment report to the governing body for each type of military equipment approved within one year of approval, and annually thereafter for as long as the military equipment is available for use (Government Code § 7072).

The Sheriff or the authorized designee should also make each annual military equipment report publicly available on the agency website for as long as the military equipment is available for use. The report shall include all information required by Government Code § 7072 for the preceding calendar year for each type of military equipment in agency inventory.

706.8 COMMUNITY ENGAGEMENT

Within 30 days of submitting and publicly releasing the annual report, the Agency shall hold at least one well-publicized and conveniently located community engagement meeting, at which the Agency should discuss the report and respond to public questions regarding the funding, acquisition, or use of military equipment.

Attachment: Military_Equipment- Policy DRAFT (2022-ORD-1174 : Waive the Second Reading and Adopt an Ordinance for AB481)

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Exhibit A

Mariposa County Sheriff's Office AB481 Military Equipment List

Attachment: Mariposa-Military-Equipment List (2022-ORD-1174 : Waive the Second Reading and Adopt an Ordinance for AB481)

1. Unmanned, remotely piloted, powered aerial or ground vehicles

a. Description, quantity, capabilities, and purchase cost of current UAS:

i. DJI Phantom 4 Pro+ UAS, system cost $2,697.83 each, quantity: 1. Weighing approximately 1388 grams and is capable of recording audio and video, with approximately 30 minutes of flight time.

ii. DJI MAVIC PRO Platinum, system cost: $2,108, quantity: 1. UAS that weighs approximately 743 grams, approximately 30 minutes flight time and a single-color camera with recording capabilities.

iii. DJI Air UAS, system cost $1,438 Quantity 2. Weighing approximately 430 grams is capable of recording video, with approximately 20 minutes of flight time. This drone is also outfitted with propeller guards and is capable of flight indoors.

b. Purpose

To be deployed when its view would assist officers or incident commanders with the following situations, which include but are not limited to:

i. Major collision investigations.
ii. Search for missing persons.
iii. Natural disaster management.
iv. Crime scene photography.
v. Tactical or other public safety and life preservation missions.
vi. In response to specific requests from local, state or federal fire authorities for fire response and/or prevention.

c. Authorized Use

Only assigned operators who have completed the required training shall be permitted to operate the UAS during approved missions.

d. Expected Life Span

All UAS equipment estimated, 3-5 years. No indicated lifespan from manufacturer. Lifespan varie on operational wear and usage

e. Fiscal Impact

Annual maintenance and battery replacement cost is approximately $0-$500.

f. Training
All Department UAS operators are licensed by the Federal Aviation Administration for UAS operation. Legal and Procedural Rules
Use is established under General Policy 606, FAA Regulation 14 CFR Part 107, and the Mariposa County Sheriff's Office UAS policy. It is the policy of the MSO to utilize UAS only for official law enforcement purposes, and in a manner that respects the privacy of our community, pursuant to State and Federal law.

2. **Robots**: Unmanned machine operating on the ground utilized to enhance the safety to the community and officers.

a. Description, quantity, capabilities, and purchase cost
i. iRobot, Packbot 510 cost: $77,060, received via 10-33 Program, at no cost. Quantity:1. The iRobot Packbot 510 is a rugged, easy-to-use tactical robot that enhances the capabilities of law enforcement and first-responders by allowing them to safely and quickly inspect dangerous situations.

b. Purpose
To be used to remotely gain visual/audio data, deliver HNT phone, open doors, disrupt packages, and clear buildings.

c. Authorized Use
Only assigned operators who have completed the required training shall be permitted to operate the robots. Use is established by the Tactical Commander and or Incident Commander.

d. Expected Life Span
All robots, 8-10 years.

e. Fiscal Impact
Annual maintenance and battery replacement cost is approximately $2,000.

f. Training
All robot operators must complete a basic operator class to operate the robot(s). All operators shall demonstrate familiarly and proficiency with safe operations of equipment.

g. Legal and Procedural Rules
It is the policy of the MCSO to utilize a robot only for official law enforcement purposes, and in a manner that respects the privacy of our community, pursuant to State and Federal law.

3. **Mine-resistant ambush-protected (MRAP) vehicles or armored personnel carriers**

a. Description, quantity, capabilities, and purchase cost
i. MRAP, MAXXPRO, cost: $658,000, received via 10-33 Program, at no cost, quantity:

DRAFT

Attachment: Mariposa-Military-Equipment List (2022-ORD-1174 : Waive the Second Reading and Adopt an Ordinance for AB481)

1. The MRAP, MAXXPRO, is an armored vehicle that seats 8-10 personnel with open floor plan that allows for rescue of down personnel. It can stop various projectiles, which provides greater safety to citizens and officers beyond the protection level of shield and personal body armor.

b. Purpose
To be used in response to critical incidents to enhance officer and community safety, improve scene containment and stabilization, and assist in resolving critical incidents.

c. Authorized Use
The use of armored vehicles shall only be authorized by a watch commander or SWAT commander, based on the specific circumstances of a given critical incident. Armored vehicles shall be used only by officers trained in their deployment and in a manner consistent with Department policy and training.

d. Lifespan
MRAP, MAXXPRO, lifespan is 25 years.

e. Fiscal Impact
Annual maintenance cost of approximately $10,000.

Training
All driver/operators shall attend formalized instruction and be trained in vehicle operations and practical driving instruction.

f. Legal and Procedural Rules
It is the policy of the Department to utilize armored vehicles only for official law enforcement purposes, and pursuant to State and Federal law.

g. Description, quantity, capabilities, and purchase cost
i. MAMBA, cost: $380,000, received via 10-33 Program, at no cost, quantity: 1. The MAMBA, is an armored vehicle that seats 6-8 personnel with open floor plan that allows for rescue of down personnel. It can stop various projectiles, which provides greater safety to citizens and officers beyond the protection level of shield and personal body armor.

h. Purpose
To be used in response to critical incidents to enhance officer and community safety, improve scene containment and stabilization, and assist in resolving critical incidents.

i. Authorized Use
The use of armored vehicles shall only be authorized by a watch commander or SWAT commander, based on the specific circumstances of a given critical incident. Armored vehicles shall be used only by officers trained in their deployment and in a manner consistent with Department policy and training.

DRAFT

Attachment: Mariposa-Military-Equipment List (2022-ORD-1174 : Waive the Second Reading and Adopt an Ordinance for AB481)

j. Lifespan
MAMBA, lifespan is 25 years.

k. Fiscal Impact
Annual maintenance cost of approximately $10,000.

Training
All driver/operators shall attend formalized instruction and be trained in vehicle operations and practical driving instruction.

l. Legal and Procedural Rules
It is the policy of the Department to utilize armored vehicles only for official law enforcement purposes, and pursuant to State and Federal law.

4. Command and control vehicles that are either built or modified to facilitate the operational control and direction of public safety units

a. Description, quantity, capabilities, and purchase cost:

i. A 39' 2006 Keystone Raptor 3814SS Fifth Wheel Travel Trailer up-fitted to function as command center. Initial trailer cost: $ 59,563.25 with approximately $10,602.44 in up-fitting. Quantity: 1. The Command Trailer can also be utilized for critical incidents, preplanned large events, searching for missing persons, natural disasters, and community events.

ii. A 26' 2006 Skyline Weekender Model 241 travel trailer up-fitted as mobile command center. **Initial trailer cost**: N/A, Donated by Health Department with most the up-fitting cost being donated or paid for by non-profit supporting search and rescue team. This trailer is primarily used to support the Search and Rescue Team but can be used to support critical incidents, Pre-planned large events, searching for missing persons, natural disasters and community events.

b. Purpose

To be used based on the specific circumstances of a given critical incident, large event, natural disaster or community event that is taking place.

c. Authorized Use

The Command Trailer shall be used by Deputies/Officers trained in their deployment and in a manner consistent with Department policy and training.

d. Lifespan

The Command Trailers have no indicated lifespan from manufacturer . Lifespan varies on

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Attachment: Mariposa-Military-Equipment List (2022-ORD-1174 : Waive the Second Reading and Adopt an Ordinance for AB481)

operational wear and usage. Upgrades needed every 5-7 years to maintain IT systems.

e. Fiscal Impact

Annual maintenance cost is approximately $0 - $1000 per trailer.

f. Training

The driver/operator shall receive training in movement and operation of the command trailer.

g. Legal and Procedural Rules

It is the policy of the Department to use the Command Trailer only for official law enforcement purposes, and in accordance with California State law regarding the operation of motor vehicles.

i. Legal Procedural Rules

Use shall be in accordance with California State law regarding the operation of motor vehicles.

5. **40 MM and 37 MM Launchers and Rounds:** 40MM and 37MM Launchers are utilized by department personnel as a less lethal tool to launch impact rounds.
   a. Description, quantity, capabilities, and purchase cost:
      i. Combined Tactical Systems Pen Arms L140-1-1, single-shot break-open frame launche with rifled barrel, fixed stock and combo rail. Features include: Double Action trigger, trigge lock push button and hammer lock safeties. **Cost** $806.25 **Quantity:** 9
      ii. Combined Tactical Systems 40mm Sponge Baton, #4557, **Cost per round:** $19.90 **Quantity:** 330 A less lethal 40mm plastic and Closed Cell Neoprene projectile fired from a single or multi-round purpose built 40mm grenade launcher with a rifled barrel at 240-260 FPS with an effective range of approximately 50 yards
   b. Purpose
      To limit the escalation of conflict where employment of lethal force is prohibited or undesirable.
   c. Authorized Use
      Situations for use of the less lethal weapon systems may include, but are not limited to:
      i. Self-destructive, dangerous and/or combative individuals.
      ii. Riot/crowd control and civil unrest incidents.
      iii. Circumstances where a tactical advantage can be obtained.
      iv. Potentially vicious animals.
      v. Training exercises or approved demonstrations.
   d. Training
      Sworn members utilizing 40MM less lethal impact rounds are trained in there use by POST certified less lethal instructors.

DRAFT

Attachment: Mariposa-Military-Equipment List (2022-ORD-1174 : Waive the Second Reading and Adopt an Ordinance for AB481)

e. Lifespan
Combined Tactical Systems Pen Arms L140-1-1, 40mm Launcher– No lifespan indicated b manufacture. Lifespan varies on operational usage and wear
Model 4557 Foam Baton Impact Sponge – 5 Years

f. Fiscal Impact
Annual qualification/ training approximately $1,200.

g. Legal and Procedural Rules
Use is established under General Policy 303.9 It is the policy of the Mariposa County Sheriff's Office to utilize the 40mm only for official law enforcement purposes, and pursuant to State and Federal law, including those regarding the use of force.

6. **Less Lethal Shotgun:** Less Lethal Shotgun is used to deploy the less lethal 12-gauge Super-Sock Beanbag Round.
   a. Description, quantity, capabilities, and purchase cost

      i. REMINGTON 870 LESS LETHAL SHOTGUN, cost: $946, quantity: 4. The Remington 870 Less Lethal Shotgun is used to deploy the less lethal 12-gauge Super-Sock Beanbag Round up to a distance of 75 feet. The range of the weapon system helps to maintain space between officers and a suspect reducing the immediacy of the threat which is a principle of De-escalation.
      ii. 12-GAUGE SUPER-SOCK BEANBAG ROUND, cost: $5, quantity: 63 A less lethal 2.4-inch 12-gauge shotgun round firing a ballistic fiber bag filled with 40 grams of lead shot at a velocity of 270-290 feet per second (FPS). CTS Super-Sock rounds are discharged from a dedicated 12-gauge shotgun that is distinguishable by an orange butt stock and fore grip. This round provides accurate and effective performance when fired from the approved distance of not fewer than five (5) feet. The maximum effective range of this munition is up to 75 feet from the target. The Model 2581 Super-Sock is in its deployed state immediately upon exiting the barrel. It does not require a minimum range to "unfold" or "stabilize." The Super-Sock is an aerodynamic projectile. However, accuracy is relative to the shotgun, barrel length, environmental conditions, and the operator. The Super-Sock is very accurate. However, effectiveness depends on many variables, such as distance, clothing, stature, and the point where the projectile impacts.

   b. Purpose
   To limit the escalation of conflict where employment of lethal force is prohibited or undesirable.

   c. Authorized Use
   Situations for use of the less lethal weapon systems may include, but are not limited to:
      i. Self-destructive, dangerous and/or combative individuals.
      ii. Riot incidents.
      iii. Circumstances where a tactical advantage can be obtained.
      iv. .

DRAFT

Attachment: Mariposa-Military-Equipment List (2022-ORD-1174 : Waive the Second Reading and Adopt an Ordinance for AB481)

v. Training exercises or approved demonstrations.

d. Lifespan
Remington 870 Less Lethal Shotgun- 25 years.
Super Sock Round- No listed expiration date.

e. Fiscal Impact
Annual maintenance is approximately $0 for each shotgun.

f. Training
All custodial deputies are trained in the 12 gauge less lethal shotgun as a less lethal option by in-service training.

g. Legal and Procedural Rules

B. It is the policy of the Mariposa County Sheriff's Office to utilize the 40mm only for official law enforcement purposes, and pursuant to State and Federal law, including those regarding the use of force.

7. Specialized Firearms and Ammunition

a. Description, quantity, capabilities, and purchase cost

i. Sig Sauer MPX Rifle **Caliber**: 9mm **Action:** Semi-Auto **Barrel Length:** 6" **Cost:** $1,422.39 **Quantity**: 3.

ii. FN SPR-A5M Rifle, **Caliber:**.308 Winchester, **Action**: Bolt **Barrel Length:** 20" Cost:$2,692.04, **Quantity**: 3.

iii. Winchester 9mm 147GR T Series Reverse Jacketed Hollow Point Ammunition. **Cost:** $ .32 per round **Quantity:** 1800+ Rounds. Threat stopping performance. It's what makes Ranger T-Series the trusted duty load law enforcement agencies across America. The bullet's patented, segment engineered design enhances expansion, penetration and weight retention through a variety of intervening barriers.

iv. Hornady TAP .308 168GR A-Max Rifle Ammunition **Cost**: $1.12 per round, **Quantity:** 3200+ Rounds. The 168 gr. A-MAX bullet is a traditional match grade bullet with the performance advantages of a polymer tip. This bullet demonstrates an increase in penetration and retained weight over the 155 gr. A-MAX bullet. Standard barrier performance is exemplary and this load demonstrates controlled and impressive soft tissue expansion without over penetration. The Hornady 168 gr. A-MAX TAP Precision® offers industry leading all-around performance for law enforcement precision marksmen providing the ability to stop a threat.

b. Purpose
To be used as precision weapons to address a threat with more precision and/or greater distances than a handgun, if present and feasible.

Attachment: Mariposa-Military-Equipment List (2022-ORD-1174 : Waive the Second Reading and Adopt an Ordinance for AB481)

c. Authorized Use
Only members that are POST certified are authorized to use a rifle.

d. Lifespan
FN SPR-A5M .308 Win Rifle: Estimated 10 years, no lifespan indicated by manufacture. Lifespa varies on operational usage and wear
SIG MPX 9mm Rifle: Estimated 10 years, no lifespan indicated by manufacture. Lifespan varies o operational usage and wear
Winchester 9mm Ranger 147gr: no expiration
HORNADY .308: no expiration.

e. Fiscal Impact
Annual maintenance is approximately $0 - $50 for each rifle.

f. Training
Prior to using a rifle, officers must be certified by POST instructors in the operation of the rifle. Additionally, all members that operate any rifle are required to pass a range qualification one time a year.

g. Legal and Procedural Rules
Use is established under Mariposa County Sheriff's Office Policy. It is the policy of the Mariposa County Sheriff's Office to utilize rifles only for official law enforcement purposes, and pursuant to State and Federal law regarding the use of force.

8. Infrared Illuminator/laser:

a. Description, quantity, capabilities, and purchase cost

i. Infrared GCP-2B, cost: $1,800 each, total cost of $21,600, received via 10-33, Program at no cost. Quantity: 12. One narrow beam used for aiming the rifle, and one wide beam used for illuminating targets, like a flashlight. The beams can only be seen through night vision goggles.

b. Purpose
To be used in conjunction with night vision goggles during nighttime tactical operations.

c. Authorized Use
Only assigned personnel who have completed the required training shall be permitted to operate infrared illuminator/laser.

d. Lifespan
12 months

e. Fiscal Impact

DRAFT

Attachment: Mariposa-Military-Equipment List (2022-ORD-1174 : Waive the Second Reading and Adopt an Ordinance for AB481)

Annual maintenance is approximately $500.00.

f. Training
All officers who use infrared illuminator lasers shall compete department approved training.

g. Legal and Procedural Rules
It is the policy of the MCSO to utilize infrared only for official law enforcement purposes, and pursuant to State and Federal law.

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Attachment: Mariposa-Military-Equipment List (2022-ORD-1174 : Waive the Second Reading and Adopt an Ordinance for AB481)

MARIPOSA COUNTY BOARD OF SUPERVISORS

SUMMARY OF A PROPOSED ORDINANCE ADOPTING THE MARIPOSA COUNTY SHERIFF'S OFFICE MILITARY EQUIPMENT USE POLICY

Notice is hereby given that on Tuesday, May 10, 2022, at 9:00 am or as soon thereafter as may be heard, at its regularly scheduled meeting, the Mariposa County Board of Supervisors will consider adoption of an ordinance to adopt the Mariposa County Sheriff's Office Military Equipment Use Policy.

Section I: The Mariposa County Sheriff's Office has prepared a military equipment use policy in accordance with the terms of Assembly Bill 481, which it has added to its policy manual as Mariposa County Sheriff's Office Policy 706.

Section II: The Board adopts the military equipment use policy known as Mariposa County Sheriff's Office Policy 706.

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.

Keith Williams
Interim Clerk of the Board

Attachment: Summary of Proposed Ordinance - SO (2022-ORD-1174 : Waive the Second Reading and Adopt an Ordinance for AB481)

MARIPOSA COUNTY

Health and Human Services · (209) 966-2000

RESOLUTION - ACTION REQUESTED 2022-292

MEETING: May 10, 2022

TO: The Board of Supervisors

FROM: Joe Lynch, Health & Human Services Agency Director

RE: 2021 LIHWAP 21Z-9560 Contract for Water Assistance Program

---

RECOMMENDATION AND JUSTIFICATION:
Approve the 2021 Low Income Home Water Assistance Program (LIHWAP) Agreement 21Z-9560 and Certifications with the California Department of Community Services and Development (CSD) in an amount not to exceed $32,385 to provide water assistance payments; and authorize the Health and Human Services Agency Director to sign the agreement, certifications, and all subsequent Amendments (Subject to County Counsel Approval as to Form).

The Director of Health and Human Services is required to sign by the State of California CSD.

The purpose of LIHWAP, under the auspices of the CSD, is to provide water payment assistance services to low-income county residents. LIHWAP is a new program offered through CSD, and funds ($32,385) have been allocated to Mariposa County to operate the new program, in addition to funds ($68,941) for direct water assistance payments.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
This is the first LIHWAP under the Consolidated Appropriations Act (CAA) and the American Rescue Plan Act (ARPA) which were signed into law on December 27,2020, and March 11, 2021, respectively.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
If this Agreement is not approved, Mariposa will lose the grant funds of $32,385 and the opportunity to provide Water Assistance payments to serve Mariposa County households under this grant agreement.

FINANCIAL IMPACT:
This program is funded by federal water assistance grant (LIHWAP) funds. The FY21-22 3334-402 budget has sufficient appropriations and revenue to fund activities for April, May, and June 2022. The remaining grant term will be included in the 22/23 budget. There is no impact to the County General Fund.

ATTACHMENTS:
213_21Z-9560 (PDF)
2021 LIHWAP FINAL Contract 4.8.22 (PDF)
01. Contract Packet (PDF)

REF ID# 12920

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

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT STD. 213 (Rev 03/2019) CSD (Rev 07/2019)	AGREEMENT NUMBER 21Z-9560	PURCHASING AUTHORITY NUMBER (if applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below

CONTRACTING AGENCY NAME
Department of Community Services and Development

CONTRACTOR NAME
Mariposa County Human Services Department

2. The term of this Agreement is: April 1, 2022 through August 31, 2023

3. The maximum amount of this Agreement is: Total $32,385.00

4. The parties agree to comply with the terms and conditions of the following exhibits that are by this reference made a part of the Agreement:
Part I*; Preamble*;
Article 1 - Scope of Work*; Article 2 - Contract Construction, Administration, Procedure*;
Part II*; Subpart A - Administrative Requirements*; Article 3 - Contract Changes*;
Article 4 - Administrative Policies and Procedures*; Subpart B - Financial Requirements*;
Article 5 - Administrative and Program Expenditures Requirements*;
Article 6 - Reporting Policies and Procedures*; Subpart C - Programmatic Requirements*;
Article 7 - Program Policies and Procedures*; Article 8 - Program Implementation*;
Subpart D - Compliance Requirements*; Article 9 - Compliance Policies and Procedures*;
Subpart E - Certifications and Assurances*; Article 10 - Federal and State Policy Provisions*;
Subpart F - Definitions*; Subpart G - Table of Forms*

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO

CONTRACTOR				**California Department of General Services Approval (or exemption, if applicable)**
CONTRACTOR NAME *(If other than an individual, state whether a corporation, partnership, etc.)* **Mariposa County Human Services Department**				
CONTRACTOR BUSINESS ADDRESS, CITY, STATE ZIP P.O. Box 99, Mariposa, CA 95338				
PRINTED NAME OF PERSON SIGNING		TITLE		
CONTRACTOR AUTHORIZED SIGNATURE		DATE SIGNED		**I hereby certify that all conditions for exemption have been complied with, and the document is exempt from the Department of General Services approval.**
STATE OF CALIFORNIA				
CONTRACTING AGENCY NAME **Department of Community Services and Development**				
CONTRACTING AGENCY ADDRESS **2389 Gateway Oaks Drive, Suite 100**	CITY **Sacramento**	STATE **CA**	ZIP **95833**	
PRINTED NAME OF PERSON SIGNING **Chris Vail**	TITLE **Chief Financial Officer**			
CONTRACTING AGENCY AUTHORIZED SIGNATURE		DATE SIGNED		

Attachment: 213_21Z-9560 (RES-2022-292 : 2021 LIHWAP 21Z-9560 Contract for Water Assistance Program)

STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT

Contents

PART I 1
PREAMBLE 1
ARTICLE 1 – SCOPE OF WORK 1
1.1 General 1
1.2 Service Area 2
1.3 Term and Amount of Contract 2
1.4 Service Area Expenditure Requirements 2
1.5 Program Authorities – Requirements, Standards and Guidance 2
ARTICLE 2 – CONTRACT CONSTRUCTION, ADMINISTRATION, PROCEDURE 6
2.1 Base Contract and Whole Contract 6
2.2 State Contracting Requirements – "General Terms and Conditions, GTC 04/2017" 6
2.3 Contractor's Option of Termination 7
2.4 Budget Contingencies 7
2.5 Miscellaneous Provisions 8
PART II 10
SUBPART A – ADMINISTRATIVE REQUIREMENTS 10
ARTICLE 3 – CONTRACT CHANGES 10
3.1 Amendment 10
3.2 Minor Modifications 10
ARTICLE 4 – ADMINISTRATIVE POLICIES AND PROCEDURES 11
4.1 Board Roster, By Laws, Resolution, and Minutes 11
4.2 Internal Controls Requirements 11
4.3 Record Retention Requirements 12
4.4 Insurance and Fidelity Bond 12
4.5 System Security Requirements 15
4.6 Travel and per diem 18
4.7 Codes of Conduct 18

Attachment: 2021 LIHWAP FINAL Contract 4.8.22 (RES-2022-292 : 2021 LIHWAP 21Z-9560 Contract for Water Assistance Program)

STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT

4.8 Conflict of Interest....19
4.9 Procurement Standards....19
4.10 Use and Disposition of Equipment....20
4.11 Subcontracts (CSD)....21
4.12 Complaint Management Policies and Procedures....22
4.13 Fair Hearing Process for Applications for Denial of Benefits by Contractor:....23
4.14 Fraud, Waste and Abuse....24

SUBPART B – FINANCIAL REQUIREMENTS....25

ARTICLE 5 – ADMINISTRATIVE AND PROGRAM EXPENDITURES REQUIREMENTS....25

5.1 Budget Guidelines....25
5.2 Water Assistance (WA) Expenditure Requirements....25
5.3 Working Capital Advance....25
5.4 Program Income....26
5.5 Allowable Costs....27
5.6 Service Area Expenditures Requirements....30
5.7 Water Service Provider Referrals....31

ARTICLE 6 – REPORTING POLICIES AND PROCEDURES....32

6.1 Reporting Requirements....32

SUBPART C – PROGRAMMATIC REQUIREMENTS....37

ARTICLE 7 – PROGRAM POLICIES AND PROCEDURES....37

7.1 Program Standards and Regulatory Requirements....37
7.2 Service Guidelines....37
7.3 Program Support....38
7.4 Leveraging Administration and Program Support....40
7.5 Record-Keeping Responsibilities....40

ARTICLE 8 – PROGRAM IMPLEMENTATION....43

8.1 LIHWAP WA Guidelines....43

SUBPART D – COMPLIANCE REQUIREMENTS....44

ARTICLE 9 – COMPLIANCE POLICIES AND PROCEDURES....44

Attachment: 2021 LIHWAP FINAL Contract 4.8.22 (RES-2022-292 : 2021 LIHWAP 21Z-9560 Contract for Water Assistance Program)

STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT

9.1 Right to Monitor, Audit, and Investigate 44
9.2 Auditing Standards and Reports.....44
9.3 Compliance Monitoring 46
9.4 Enforcement Process - Noncompliance with Requirement of this Contract 50
9.5 Expenditure and Reporting Requirements 55
SUBPART E – CERTIFICATIONS AND ASSURANCES.....58
ARTICLE 10 – FEDERAL AND STATE POLICY PROVISIONS.....58
10.1 Certifications 58
10.2 Provisions for Federally Funded Grants 58
10.3 Federal Certifications Regarding Debarment, Suspension, and Related Matters.....60
10.4 Affirmative Action Compliance.....61
10.5 Nondiscrimination Compliance.....62
10.6 Contractor Fair Hearing - Civil Rights Act Violation.....62
10.7 Specific Assurances.....62
SUBPART F – DEFINITIONS.....64
SUBPART G – TABLE OF FORMS 69

Attachment: 2021 LIHWAP FINAL Contract 4.8.22 (RES-2022-292 : 2021 LIHWAP 21Z-9560 Contract for Water Assistance Program)

STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT

PART I

PREAMBLE

This subvention contract, for the implementation of the Low-Income Household Water Assistance Program (LIHWAP) in program year 2022 ("Contract"), is entered into between the Department of Community Services and Development ("CSD" or "Department") and the contractor named on Form STD. 213, the face sheet of this document ("Contractor") and shall be enforceable on the date last signed.

NOW THEREFORE, in consideration of the promises and of the mutual agreements and covenants hereinafter set forth, CSD and the Contractor hereby agree as follows:

ARTICLE 1 – SCOPE OF WORK

1.1 General

A. Contractor shall provide financial assistance to eligible participants with past due drinking water, wastewater, or stormwater service (hereafter referred to as "water services") bills residing in the service area described in Section 1.2, pursuant to The American Rescue Plan Act of 2021 (Public Law (Pub. L.) 117-2, Section 2912), Consolidated Appropriations Act, 2021 (Pub. L. 116-260, Section 533), and Government Code Section 12087.2. Contractor shall provide essential governmental services, as defined by the State, during the term of the Contract and expend the total allocation while obeying all orders or health directives to stay-at-home or shelter in place effective now or implemented in the future. Contractor shall ensure that the highest level of assistance will be furnished to income eligible households with water services, and that the benefits funded by this Contract shall also meet all other assurances specified by the LIHWAP Supplemental Terms and Conditions issued by the Office of Community Services (OCS), Administration for Children & Families (ACF), United States Department of Health and Human Services (HHS).

B. CSD shall evaluate the program design, if the demand for past-due assistance declines and the statewide data and expenditures reported support modifying program eligibility rules to include assistance to households with current water services. CSD will issue a CSD Program Notice notifying Contractor of the modification to program eligibility, at that time the Contractor may provide financial assistance to low-income eligible participants with current water service bills in accordance with guidance and instruction referenced in the CSD Program Notice.

C. The LIHWAP Catalog of Federal Domestic Assistance number is 93.568. Award is made available through the HHS.

Attachment: 2021 LIHWAP FINAL Contract 4.8.22 (RES-2022-292 : 2021 LIHWAP 21Z-9560 Contract for Water Assistance Program)

STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT

1.2 Service Area

A. The services shall be performed in the Service Territory comprised of the following service area(s):

See Part II, Subpart H. The 2022 LIHWAP Numbers, Contractors, and Service Territories listing may be accessed at https://agencies.csd.ca.gov/home/Energy/Pages/Contracts.aspx.

B. Contractors that provide services in Los Angeles and San Diego counties shall refer to the ZIP Codes listing located at https://agencies.csd.ca.gov/home/Energy/Pages/Contracts.aspx to determine the zip codes for their respective area.

1.3 Term and Amount of Contract

A. The term of this Contract shall be for the period represented on the face sheet (Form STD. 213).

B. The contract amount, as represented on the face sheet (Form STD. 213) of this Contract consists of Contractor's total allocation.

C. The Water Assistance Allocation as reflected on the Allocation Spreadsheet will be held by CSD for the purpose of issuing the payment of household LIHWAP assistance to water service providers through CSD's third-party funds disbursement partner.

D. LIHWAP assistance, as defined in Part II, Subpart F that are allocated to Contractor, shall be expended, reported and accounted for in accordance with the provisions of this Contract in Part II, Subpart B – Financial Requirements.

1.4 Service Area Expenditure Requirements

Contractor shall be subject to special expenditure requirements as provided in Article 5, Section 5.6 of Part II, if this Contract involves LIHWAP funding for water services provided by Contractor in multiple counties or service areas.

1.5 Program Authorities – Requirements, Standards and Guidance

A. All services and activities are to be provided in accordance with applicable federal, state, and local laws and regulations, and as those laws and regulations may be amended from time to time, including but not limited to, the following:

1. The American Rescue Plan Act of 2021 (Pub. L. 117-2, Section 2912);

Attachment: 2021 LIHWAP FINAL Contract 4.8.22 (RES-2022-292 : 2021 LIHWAP 21Z-9560 Contract for Water Assistance Program)

STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT

2. The Consolidated Appropriations Act, 2021 (Pub. L. 116-260, Section 533);

3. The Single Audit Act, 31 U.S.C. §§ 7501 et seq., and Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards (45 CFR Part 75).

B. *Conflict of Laws.* Contractor shall comply with all of the requirements, standards, and guidelines contained in the authorities listed below, as they may be amended from time to time, with respect to procurement, administrative, and other costs claimed under this Contract, including those costs incurred pursuant to subcontracts executed by Contractor, notwithstanding any language contained in the following authorities that might otherwise exempt Contractor from their applicability. To the extent that the requirements, standards, or guidelines directly conflict with any State law or regulation at Government Code § 12087.2 or 22 CCR §100800 et seq., or any provision of this Contract, then that law or regulation or provision shall apply, unless, under specified circumstances, a provision of federal law allows for the application of state law.

1. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards (45 CFR Part 75); and

2. Contractor further agrees to abide by all requirements in the California Contractor Certification Clauses 04/2017 (CCC-04/2017).

C. CSD shall provide Contractor with specific program guidance which shall be binding on the Contractor as a condition of the Contractor's participation in the LIHWAP, and as a condition of receipt of funds under the program, PROVIDED:

1. That such guidance shall be issued by CSD in writing in the form of "CSD Program Notice (CPN) No. XX-XX" posted at https://providers.csd.ca.gov/Home/AllCSDCPAsCPNs.aspx;

2. That such guidance shall be issued by CSD in writing in the form of "CSD Program Advisory (CPA) No. XX-XXX" posted at https://providers.csd.ca.gov/Home/AllCSDCPAsCPNs.aspx;

3. That such guidance shall be issued by CSD in the most timely and expeditious manner practicable;

4. That such guidance shall be reasonably necessary to realize the purposes of LIHWAP;

Attachment: 2021 LIHWAP FINAL Contract 4.8.22 (RES-2022-292 : 2021 LIHWAP 21Z-9560 Contract for Water Assistance Program)

STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT

5. That major and material changes in the program and/or requirements which substantially affect the Contractor's and/or CSD's ability to fulfill their obligations or otherwise serve to create a substantial hardship on either the Contractor or CSD shall be subject to an amendment to this Contract;

6. Contractor shall notify CSD within 10 working days of issuance of a CPN, if Contractor is unable to fulfill its obligations under the new guidance;

7. That the parties' failure to execute a mutually acceptable amendment or CPN, as contemplated in subparagraph C 5 and C 6, in a reasonable period of time, shall result in this Contract being without force and effect subject only to such provisions contained herein as are intended to survive the Contract in accordance with the express and implied provisions of applicable federal and state law; and

8. That upon CSD's good faith determination, delivered to the Contractor by written notice that this Contract between the parties to any necessary amendment or CPN as contemplated in subparagraph C 5 and C 6 cannot be achieved, then this Contract shall be "closed out" and the funds disposed in accordance with established CSD procedure and policy and as required under federal and state law.

D. The federal and state laws, regulations and other authorities referenced in this Section are hereby incorporated by reference into this Contract. Copies may be accessed for reference at https://agencies.csd.ca.gov/home/Energy/Pages/Resources.aspx.

E. Contract Elements Integral to Contract and Enforceability Conditions

1. Contractor shall provide the following documents, satisfactory to CSD in form and substance, together with an executed copy of this Contract before CSD executes and returns the Contract to Contractor for implementation:

   a. Federal Funding Accountability and Transparency Act Report (CSD 279);

   b. Certification Regarding Lobbying/Disclosure of Lobbying Activities;

   c. Contractor Certification Clauses (CCC-04/2017);

   d. Current Insurance or Self-Insurance Authority Certification;

Attachment: 2021 LIHWAP FINAL Contract 4.8.22 (RES-2022-292 : 2021 LIHWAP 21Z-9560 Contract for Water Assistance Program)

STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT

e. Board Resolution authorizing execution of this Contract; and

f. Agency Staff and Board Roster (CSD 188).

2. CSD will not forbear from executing this Contract pending its own review and final approval of Contractor's submission, provided Contractor acts in good faith to rectify any outstanding issues associated with the forms. The approved forms shall become part of this Contract.

F. Contractor's signature affixed hereon shall constitute a certification that to the best of Contractor's ability and knowledge it will, unless exempted, comply with the provisions set forth in Part II, Article 10, Section 10.1, "Certifications" of this Contract.

Attachment: 2021 LIHWAP FINAL Contract 4.8.22 (RES-2022-292 : 2021 LIHWAP 21Z-9560 Contract for Water Assistance Program)

Article 1 – Scope of Work

STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT

ARTICLE 2 – CONTRACT CONSTRUCTION, ADMINISTRATION, PROCEDURE

2.1 Base Contract and Whole Contract

A. This Contract consists of two parts, which together constitute the whole Contract between CSD and Contractor.

B. Part I is the "Base Contract" which consists of the following:

1. The face sheet (Form STD. 213) which specifies:
    a. the parties to the Contract;
    b. the term of the Contract; and
    c. the maximum dollar amount of the Contract.

2. The Preamble, Article 1 and Article 2

3. Zip Code Cross-Reference, if Contractor's Service Area is defined in whole or in part by ZIP Codes.

C. Part II consists of the "Administrative and Programmatic Provisions" which are comprised of Subparts A through G, including specified requirements, obligations, provisions, procedures, guidance, forms and technical materials, necessary for program implementation.

D. Agreed-Upon Contract Execution Provisions and Procedures

Neither Part I nor Part II of this Contract may be changed or altered by any party, except by a formal written, fully executed amendment, or as provided in paragraph C, in Section 1.5 with respect to program guidance, or as provided Section 3.2 of Part II, Subpart A, Article 3, with respect to minor modifications. Upon such amendment of any provision of Part II, the amended version shall be date-stamped and locked-down until such time as a subsequent contract or amendment is executed by the parties.

2.2 State Contracting Requirements – "General Terms and Conditions, GTC 04/2017"

Contractor may find the required California General Terms and Conditions (GTC 04/2017) at the following web address:

https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language

Click the "CCC 04/2017" link to download the current requirements.

Attachment: 2021 LIHWAP FINAL Contract 4.8.22 (RES-2022-292 : 2021 LIHWAP 21Z-9560 Contract for Water Assistance Program)

STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT

2.3 Contractor's Option of Termination

A. Notwithstanding the provisions of paragraph C of Section 1.5, Contractor may, at Contractor's sole option, elect to terminate this Contract in lieu of adherence to the procedures set out in paragraph C of section 1.5, should Contractor determine that any subsequent program guidance or proposed amendment to the Contract is unjustifiably onerous or otherwise inimical to Contractor's legitimate business interests and ability to implement the Contract in an effective and reasonable manner, PROVIDED:

1. Such notice of termination is in writing and will be effective 30 days after receipt by CSD, delivered by U.S. Certified Mail, Return Receipt Requested; and

2. Notice contains a statement of the reasons for termination with reference to the specific provision(s) in the program guidance or proposed amendment in question.

B. Contractor shall be entitled to reimbursement for all allowable costs incurred prior to termination of the Contract. Such reimbursement shall be in accordance with the program guidance and Contract provisions in effect at the time the cost was incurred.

C. Contractor shall, within 30 days of termination, closeout the Contract in accordance with contractual closeout procedures.

D. CSD may at its option procure a temporary replacement provider, and may at its option, designate a permanent replacement provider for Contractor's service area in accordance with federal and state law.

2.4 Budget Contingencies

A. State Budget Contingency

1. It is mutually agreed that if funds are not appropriated for implementation of the LIHWAP through the State budget process or otherwise, whether in the current year and/or any subsequent year covered by this Contract, this Contract shall be of no further force and effect. Upon written notice to Contractor by CSD that no funds are available for contract implementation, the Contract shall be terminated, and CSD shall have no obligation to pay Contractor or to furnish other consideration under this Contract and Contractor shall not be obligated for performance.

Attachment: 2021 LIHWAP FINAL Contract 4.8.22 (RES-2022-292 : 2021 LIHWAP 21Z-9560 Contract for Water Assistance Program)

2. If program funding for any fiscal year is reduced to such degree that CSD reasonably determines that the program cannot be implemented effectively, CSD shall at its sole discretion have the option either to terminate this Contract upon written notice to Contractor or, in the alternative, to offer and negotiate an amendment addressing the reduced funding. If the parties fail to reach agreement on such amendment, CSD may at its option give written notice of termination without further obligation by either party except for contract closeout obligations and final settlement.

B. Federal Budget Contingency

1. The parties agree that because of uncertainty in the federal budget process, this Contract may be executed before the availability and amounts of federal funding can be ascertained, in order to minimize delays in the provision of services and the distribution of funds. The parties further agree that the obligations of the parties under this Contract are expressly contingent on adequate funding being made available to CSD by the United States Government.

2. If federal funding for any fiscal year is reduced to such degree that CSD reasonably determines that the program cannot be implemented effectively, CSD shall at its sole discretion have the option either to terminate this Contract upon written notice to Contractor or, in the alternative, to offer and negotiate an amendment addressing the reduced funding. If the parties fail to reach agreement on such amendment, CSD may at its option give written notice of termination without further obligation by either party except for contract closeout obligations and final settlement.

3. If federal funding authorities condition funding on any obligations, restrictions, limitations, or conditions not existent when this Contract was executed, this Contract shall be amended by mutual agreement for compliance with such obligations, restrictions, limitations or conditions. Failure of the parties to reach agreement on such amendment shall render this Contract without force and effect.

4. Subject to the provisions of subparagraph B 2, CSD shall authorize expenditures of funds under this Contract based on any Continuing Resolution appropriations that are adequate for the purpose. CSD shall notify the Contractor in writing of authorized interval funding levels.

2.5 Miscellaneous Provisions

A. Assignment. Neither this Contract nor any of the rights, interests, or obligations

Attachment: 2021 LIHWAP FINAL Contract 4.8.22 (RES-2022-292 : 2021 LIHWAP 21Z-9560 Contract for Water Assistance Program)

under this Contract shall be assigned by any party without the prior written consent of the other parties, except in the case where responsibility for program implementation and oversight may be transferred by CSD to another State agency. In the event of such transfer, this Contract is binding on the agency to which the program is assigned.

B. Merger/Entire Contract. This Contract (including the attachments, documents and instruments referred to in this Contract) constitutes the entire Contract and understanding of the parties with respect to the subject matter of this Contract and supersedes all prior understandings and contracts, whether written or oral, among the parties with respect to such subject matter.

C. Severability. If any provision of this Contract is found to be invalid or unenforceable in any respect for any reason, the validity and enforceability of any such provision in any other respect and of the remaining provisions of this Contract will not be in any way impaired and shall remain in full force and effect.

D. Notices. Unless otherwise provided herein, notice given by the parties shall be in writing, delivered personally, by United States mail, or by overnight delivery service (with confirmation). Certain reporting and other communications may be delivered electronically as specified by CSD or as is customary between the parties. Notice shall be delivered as follows:

1. To Contractor's address of record; and

2. To CSD at:
Department of Community Services and Development
2389 Gateway Oaks Drive, Suite 100
Sacramento, CA 95833

Attachment: 2021 LIHWAP FINAL Contract 4.8.22 (RES-2022-292 : 2021 LIHWAP 21Z-9560 Contract for Water Assistance Program)

STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT

PART II

SUBPART A – ADMINISTRATIVE REQUIREMENTS

ARTICLE 3 – CONTRACT CHANGES

3.1 Amendment

A. Changes to this Contract shall be made by formal amendment with exceptions specified in Section 2.1, Article 2 of Part I and in Section 3.2, below.

B. Contractor shall notify CSD in writing when any proposed amendment or change will significantly impact Contractor's Program Budget and/or Operations. CSD will afford Contractor a reasonable opportunity and sufficient time periods in which to phase-in the mandated change.

3.2 Minor Modifications

A. Contractor may request modifications to make minor adjustments during the Contract term. Minor Modifications shall not affect the Maximum Amount payable under this Contract.

B. Minor Modifications shall not alter the maximum limits established for administrative costs.

C. Allowable modifications to this Contract include the minor budget modifications and expenditure requirements, specified in Article 5.

Attachment: 2021 LIHWAP FINAL Contract 4.8.22 (RES-2022-292 : 2021 LIHWAP 21Z-9560 Contract for Water Assistance Program)

STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT

ARTICLE 4 – ADMINISTRATIVE POLICIES AND PROCEDURES

4.1 Board Roster, By Laws, Resolution, and Minutes

A. Contractor shall submit to CSD an Agency Staff and Board Roster form (CSD 188) listing the current Agency Staff and roster of members of its governing board, including contact information for each board member at a location other than the Contractor's offices, and the most recent version of the organizational bylaws. The CSD 188 form is listed in Subpart H. Contractor is responsible to notify CSD of any changes to the Executive Director, Program Manager, Chief Financial Officer and board roster within 30 days of such occurrence.

B. Contractor's governing board must authorize the execution of this Contract. Contractor has the option of demonstrating such authority by the signature of a Board member, affixed to the signature page of the Contract, or by any lawful delegation of such authority that is consistent with Contractor's bylaws, the documentation of which has been communicated to CSD.

C. Where Contractor elects to delegate the signing authority to the chief executive officer or designated officials, CSD will accept either a resolution specific to this Contract or a resolution passed by the governing board that applies to any CSD program contract or amendment. Where Contractor provides a general resolution, Contractor shall maintain documentation that the chief executive officer provided timely and effective communication of the execution and terms of this Contract to the Board. Either a specific or current general resolution must be on file with CSD before execution of this Contract by CSD.

D. If the Contractor's board is both tripartite and advisory to the elected members governing a local government, the Contractor shall submit to CSD the approved minutes from any meeting of the elected officials where matters relating to this Contract are heard, including but not limited to discussions about or decisions affecting the LIHWAP. Such minutes shall be submitted to CSD no later than 30 days after the related meeting.

4.2 Internal Controls Requirements

Contractor shall ensure the establishment and maintenance of a system of internal accounting and administrative control. This responsibility includes documenting the system, communicating system requirements to employees, and assuring that the system is functioning as prescribed and is modified, as appropriate, for changes in conditions. The system of internal accounting and administrative control shall be attested to within the Contractor's independent audit conducted pursuant to this Contract and shall include:

Attachment: 2021 LIHWAP FINAL Contract 4.8.22 (RES-2022-292 : 2021 LIHWAP 21Z-9560 Contract for Water Assistance Program)

A. Segregation of duties appropriate to safeguard state assets;

B. Limited access to agency assets to authorized personnel who require these assets in the performance of their assigned duties;

C. Authorization and recordkeeping procedures adequate to provide effective accounting controls over assets, liabilities, revenues, and expenditures;

D. Established practices to be followed in performance of duties and functions;

E. Personnel of a quality commensurate with their responsibilities; and

F. Effective internal reviews.

4.3 Record Retention Requirements

A. All records maintained by Contractor shall meet the requirements contained in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards (45 CFR Part 75).

B. Contractor shall maintain all records pertaining to this Contract for a minimum period of three years after submission of the final report or until resolution of all related audit or monitoring findings, enforcement actions, including cost disallowance, legal proceedings or other pending matters, whichever is later.

C. Contractor shall retain and secure all employee and client/applicant records and information in compliance with the Information Practices Act of 1977 (Civ. Code §§ 1798 et seq.), as amended, and the Federal Privacy Act of 1974 (5 U.S.C. § 552a et seq.), as amended.

D. To the extent Contractor maintains records in an electronic format, Contractor shall ensure that all records are "backed-up" or copied, utilizing appropriate, secure technology in order to avoid unauthorized access, permanent loss or destruction, occasioned by theft, accident, willful acts or negligence, or by fire, flood, earthquake or other natural disaster.

4.4 Insurance and Fidelity Bond

A. General Requirements

1. Contractor agrees that the required insurance policies and bonds, specified below, shall be in effect at all times during the term of this Contract.

2. Contractor shall provide CSD with written notice at least 30 calendar days prior to cancellation or reduction of insurance coverage to an amount less

Attachment: 2021 LIHWAP FINAL Contract 4.8.22 (RES-2022-292 : 2021 LIHWAP 21Z-9560 Contract for Water Assistance Program)

than that required in this Contract and, prior to any lapse or reduction in coverage, provide CSD with documentation, as specified in subparagraph 3, showing substitute coverage has been obtained or alternative measures have been taken to ensure compliance with the requirements of this Contract.

3. In the event insurance coverage expires during the term of this Contract, Contractor agrees to provide within 30 days of the expiration date, a new Certificate of Insurance (ACORD 25) for not less than the remainder of the term of this Contract. The new Certificate of Insurance (ACORD 25) shall evidence no lapse in coverage. The Certificate of Insurance (ACORD 25) shall identify and name CSD as the Certificate Holder.

4. New Certificates of Insurance are subject to review for content and form by CSD. Certificates of Insurance must be submitted electronically via email to: BNCS@csd.ca.gov.

5. In the event Contractor fails to keep in effect at all times the specified insurance and bond coverage as herein provided, CSD may, in addition to any other remedies it may have, suspend this Contract.

6. With the exception of workers' compensation and fidelity bond, CSD shall be named as an additional insured on all certificates of insurance required under this Contract.

7. The issuance of other CSD contracts, as well as reimbursement payments, to the Contractor may be suspended until evidence of the required current insurance coverage has been submitted to CSD.

8. Should Contractor utilize a subcontractor(s) to provide services under this Contract, Contractor shall indemnify and hold CSD harmless against any liability incurred by that subcontractor(s).

B. Self-Insurance

1. When Contractor is a self-insured governmental entity, CSD, upon receipt of satisfactory proof of the entity's self-insurance authority, may waive the insurance requirements. A duly authorized county or city risk manager shall provide signed certification of the governmental entity's ability to cover any potential losses under this Contract.

2. Governmental contractors shall specify in writing a list of which coverage(s) will be self-insured under this Contract and shall list all applicable policy numbers, expiration dates, and coverage amounts for coverage which is not self-insured.

Attachment: 2021 LIHWAP FINAL Contract 4.8.22 (RES-2022-292 : 2021 LIHWAP 21Z-9560 Contract for Water Assistance Program)

STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT

3. If a governmental contractor's self-insurance coverage does not contain any changes from the prior year, CSD will accept a certified letter signed by authorized personnel, stating that no changes have occurred from the previous year. This letter is due at the time of contract execution or within 30 days of coverage.

C. Workers' Compensation Insurance

1. During the term of this Contract, Contractor shall maintain legally sufficient workers' compensation insurance issued by an insurance carrier licensed to underwrite workers' compensation insurance in the State of California.

2. Contractor will not be paid an advance or any reimbursement of expenses unless it has first submitted to CSD either a Certificate of Insurance (ACORD 25) or a Certificate of Consent to Self-Insure, issued by the Director of the Department of Industrial Relations, as evidence of compliance with the workers' compensation insurance requirement.

D. Commercial or Government Crime Coverage (Fidelity Bond)

1. Contractor shall maintain commercial crime coverage. If Contractor is a public entity that elects to self-insure, Contractor shall make provision for adequate coverage to insure against crime risks. The commercial crime policy or government crime self-insurance coverage (hereinafter "fidelity bond") shall include the following coverage or the substantial equivalent: Employee Dishonesty/Theft, Forgery or Alteration, and Computer Fraud.

2. Contractor's fidelity bond coverage limits shall not be less than a minimum amount of 4% of the total contract amount, excluding Utility Services, as set forth under this Contract.

3. Contractor will not be paid an advance or any reimbursement of expenses unless it has first submitted to CSD an applicable Certificate of Insurance (ACORD 25) as evidence of compliance with the fidelity bond requirement.

E. General Liability Insurance

1. Contractor shall maintain for the term of this Contract general liability and property damage insurance for a combined single limit of not less than $500,000 per occurrence.

Attachment: 2021 LIHWAP FINAL Contract 4.8.22 (RES-2022-292 : 2021 LIHWAP 21Z-9560 Contract for Water Assistance Program)

2. Contractor will not be paid an advance or any reimbursement of expenses unless it has first submitted to CSD an applicable Certificate of Insurance (ACORD 25), designating CSD as an additional insured as evidence of compliance with general liability insurance requirements.

F. Vehicle Insurance

1. Contractor shall maintain for the term of this Contract vehicle insurance in the amount of $500,000 for each person and each accident for bodily injury and in the amount of $500,000 for each person and each accident for property damage.

2. If employees use their own vehicles to perform duties within the scope of their employment, Contractor shall have and maintain for the term of this Contract non-owned and hired-auto liability insurance in the amount of $500,000 for each person and each accident for bodily injury and $500,000 for each person and each accident for property damage. (Driving to and from work shall not be considered to be within the scope of employment.)

3. Contractor will not be paid an advance or any reimbursement of expenses unless it has first submitted to CSD an applicable Certificate of Insurance (ACORD 25), designating CSD as an additional insured, to CSD as evidence of compliance with the stated vehicle insurance requirements.

4.5 System Security Requirements

Contractor shall, in cooperation with CSD, institute measures, procedures, and protocols designed to ensure the security of data and to protect information in accordance with the Information Practices Act of 1977 (Civ. Code § 1798 et seq.), and such other State and Federal laws and regulations as may apply. In the event there are different system security standards that may be applied to this Article, Contractor shall endeavor to use the strictest security standard that complies with state and federal requirements. The parties hereto agree to the following requirements, obligations, and standards in accordance with regulations set in the State Administrative Manual (SAM) and Statewide Information Management Manual (SIMM):

A. Data Protection

1. Data exchanged between CSD and Contractor must be limited to the data fields included on Data Transfer Rules documents posted at https://agencies.csd.ca.gov/home/Energy/Pages/Resources.aspx. No personal financial information, e.g., credit card, bank account numbers, shall be stored or exchanged in the data exchange sessions.

Attachment: 2021 LIHWAP FINAL Contract 4.8.22 (RES-2022-292 : 2021 LIHWAP 21Z-9560 Contract for Water Assistance Program)

2. Access to the above-mentioned data included in the DTR must only be given to authorized personnel to complete essential duties. Authorized personnel are to log into these systems using their own assigned credentials (i.e., no login account sharing). Upon departure of personnel with assigned credentials, the Contractor will remove the employee's access to the systems as soon as possible.

3. To the extent Contractor utilizes tablet or other internet-based or mobile devices for client intake and application purposes ("Electronic Intake") in lieu of paper forms and documents, Contractor shall comply with all federal and state information security requirements and with such guidance and protocols as CSD may from time to time issue for the purpose of ensuring the integrity of Electronic Intake, including, but not limited to, the use of electronic signatures, data privacy, security, transfer and retention requirements.

4. Data exchanged between CSD and Contractor via email communication must have all personally identifying information (PII) and other sensitive information redacted before the document is sent. Alternately, Contractor must encrypt any attachments that have sensitive data using encryption tools and configurations as required by CSD.

B. Contractor Systems Security

1. The physical location of the computing and data storage devices (e.g., servers) shall be within controlled access-controlled facilities. Individual users may not have access to the data except through their systems that are specifically credentialed for Contractor business. All access will be controlled by authentication methods to validate the approved users.

2. Standards for secure transmission may be accomplished through such means as certificates, secure socket layer, etc., and storage of the data with encryption.

3. Both CSD and Contractor shall keep security patches, anti-virus and anti-malware software up to date on all systems on which data may be used.

4. Contractor shall securely destruct data by sanitizing media prior to disposal

Attachment: 2021 LIHWAP FINAL Contract 4.8.22 (RES-2022-292 : 2021 LIHWAP 21Z-9560 Contract for Water Assistance Program)

STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT

C. Trusted Behavior Expectations

CSD's application system and users shall protect Contractor's application system/data, and the Contractor's application system and users shall protect CSD's application system/data, in accordance with the Privacy Act (5 U.S.C. § 552a), Trade Secrets Act (18 U.S.C. § 1905) and Stored Communication Act (18 U.S.C. §§ 2701 et seq.). Technology and systems code and functionality are owned by the respective parties and may not be shared with anyone else or used without the consent of the owner.

D. Incident Reporting

Any party discovering a security incident shall report it in accordance with its incident reporting procedures. Contractor shall, within 24 hours of discovery, report to CSD's Information Security Office at ISO@csd.ca.gov any security incident contemplated herein. Examples include, but are not limited to, stolen or lost equipment, malware/ransomware detection, suspected hacking, etc. Contractor further agrees CSD shall have the right to participate in the investigation of a security incident involving CSD's data, and to cooperate fully with CSD and other relevant State entities during independent investigation of the security incident.

E. Audit Trail Responsibilities

Both parties are responsible for auditing application processes and user activities. Activities that will be recorded include event type, date and time of event, user identification, workstation identification, success or failure of access attempts, and actions taken by system administrators.

F. Data Sharing Responsibilities

Contractor shall ensure that all primary and delegated secondary organizations that share, exchange, or use personal, sensitive, or confidential data, pursuant to this Contract and subcontracts issued by Contractor, shall adhere to these security requirements and applicable state and federal law, in addition to further data sharing guidance as may be issued by CSD during the term of this Contract. If data sharing is accomplished via interconnectivity of an application system, then data sharing must be certified to be secure by both parties.

G. Security Assessment

Contractor shall work with CSD to develop a Memorandum of Understanding (MOU) to further clarify privacy and information security requirements for ensuring the security of personal information of LIHWAP participants and technology systems supporting program administration and service delivery. In

Attachment: 2021 LIHWAP FINAL Contract 4.8.22 (RES-2022-292 : 2021 LIHWAP 21Z-9560 Contract for Water Assistance Program)

addition, the MOU will specify security requirements for Contractor information technology systems storing and transmitting personal information of program participants, to include specific security assessments and audits of Contractor systems that interconnect with CSD in accordance with federal and state requirements.

4.6 Travel and per diem

A. Contractor shall not be reimbursed for out-of-state travel. Contractor's in-state travel costs and per diem reimbursement rates shall be reimbursed in accordance with Contractor's written policies and procedures not to exceed federal per diem requirements and are subject to the requirements of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards (45 CFR Part 75, including 45 CFR § 75.474).

B. In the absence of a written travel reimbursement policy, Contractor shall be subject to reimbursement not to exceed federal per diem limits.

4.7 Codes of Conduct

A. Contractor shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts or subcontracts. No employee, officer, or agent of the Contractor shall participate in the selection, award, or administration of a subcontract supported by Federal funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization that employs or is about to employ any of the parties indicated herein, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of the Contractor shall neither solicit nor accept gratuities, favors, or anything of monetary value from subcontractors or parties to sub-Contracts. The standards of conduct shall provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the recipients.

B. Contractor shall not pay Federal funds received from CSD to any entity in which it (or one of its employees, officers, or agents, any member of his or her immediate family, his or her partner, or an organization that employs or is about to employ any of the parties indicated herein) has an interest. As ownership constitutes a financial interest, Contractor shall not subcontract with a subsidiary. Similarly, Contractor shall not subcontract with an entity that employs or is about to employ any person described in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards (45 CFR Part 75, including 45 CFR §§ 75.112 & 75.327).

Attachment: 2021 LIHWAP FINAL Contract 4.8.22 (RES-2022-292 : 2021 LIHWAP 21Z-9560 Contract for Water Assistance Program)

STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT

4.8 Conflict of Interest

A. Contractor shall ensure that its employees and the officers of its governing body do not engage in actual or potential conflicts of interest and that no officer or employee who has responsibility for any activity or function with respect to the LIHWAP and the implementation of this Contract shall have any personal financial interest in such activity or function or otherwise personally benefit or gain from the activity or function.

B. Contractor shall establish safeguards to prohibit its employees or its officers from using their positions for a purpose that could result in private gain or that gives the appearance of being motivated for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

C. Contractor shall not provide LIHWAP benefits in situations where an actual or perceived conflict of interest exists, unless the activity is explicitly allowed under Contractor's conflict of interest policies and procedures that are compliant with federal requirements.

4.9 Procurement Standards

Contract Administration

A. *Maintenance of written procurement procedures.* Contractor shall administer this Contract in accordance with all federal and state rules and regulations governing LIHWAP grants pertaining to procurement, including the Office of Management and Budget's (OMB) procurement standards, as codified in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards and amendments thereto, consistent with the general OMB compliance requirement in Section 1.5, Article 1 of this Contract, 45 CFR Part 75, and pursuant to CPA-A-12-01. Contractor shall establish, maintain, and follow written procurement procedures consistent with the procurement standards in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards (45 CFR Part 75) or any subsequent amendments to these standards, and the applicable provisions in this Contract, including but not limited to a code of conduct for the award and administration of contracts and a procedure that provides, to the maximum extent practical, open and free competition.

B. *Eligible Bidders.* Contractor shall not permit any organizational conflicts of interest or noncompetitive practices that may restrict or eliminate competition or otherwise restrain trade. In order to ensure objective subcontractor performance and eliminate unfair competitive advantage, individuals or firms that develop or draft specifications, requirements, statements of work, invitations for bids, and/or requests for proposals shall be excluded from competing for such procurements. Contractor shall only award a subcontract to the bidder or offer or whose bid or

Attachment: 2021 LIHWAP FINAL Contract 4.8.22 (RES-2022-292 : 2021 LIHWAP 21Z-9560 Contract for Water Assistance Program)

offer is responsive to the solicitation and is most advantageous to Contractor when considering price, quality, and other factors relevant to the procurement. Contractor's solicitations shall clearly set forth all requirements that the bidder or offer or must fulfill in order for the bid or offer to be adequately and fairly evaluated by the recipient.

C. All supplies, materials, equipment, or services purchased or leased with funds provided pursuant to this Contract shall be used solely for the activities allowed under this Contract, unless the fair market value for such use is charged to the benefiting program and treated as program income earned under this Contract.

D. Contractor shall provide an open and free competition, to include a cost analysis, in accordance with federal and state law, for the procurement of materials, supplies, equipment, or services.

E. *Non-Competitive bid justification.* If a service or product is of a unique nature, is in response to a public exigency or emergency, or more than one potential vendor/provider cannot reasonably be identified, Contractor shall document adequate justification for the absence of competitive bidding. "Adequate justification" must include but is not limited to:

1. Explanation of why the acquisition of goods or services is limited to one vendor or supplier;

2. Description of sole vendor/supplier's unique qualifications to provide the goods or services in question; and

3. Analysis of cost(s) to demonstrate reasonability.

F. In all procurements, whether requiring CSD pre-approval or not, Contractor is solely responsible for maintenance of adequate procurement records demonstrating compliance with Federal and State requirements.

G. Noncompliance with any of the provisions in this section may result in a disallowance of the costs of the procurement transaction.

4.10 Use and Disposition of Equipment

A. To ensure compliance with the requirements for equipment, Contractor shall comply with Uniform Administrative Requirement, Cost Principles, and Audit Requirements for HHS Awards governing the acquisition of equipment with federal funds set forth in 45 CFR Part 75 (including 45 CFR §§ 75.320 & 75.439).

B. Consistent with federal statutes and regulations, CSD issued CPN-A -17-01: Equipment Use and Disposition Requirements. To ensure compliance with the

Attachment: 2021 LIHWAP FINAL Contract 4.8.22 (RES-2022-292 : 2021 LIHWAP 21Z-9560 Contract for Water Assistance Program)

requirements for equipment and the maintenance of equipment, Contractor shall adhere to CPN-A-17-01.

C. Contractor shall provide the information specified in CPN-A-17-01, including any supporting documents, to CSD upon request.

D. Limitation on Use of Funds. Contractor shall assure that funds received under this Contract shall not be used for the purchase or improvement of land or for the purchase, construction, or permanent improvement of any building or other facility.

4.11 Subcontracts

A. Contractor may enter into subcontract(s) to provide services pursuant to this Contract in the service area(s) specified in Section 1.2 of Article 1, Part I. Subcontracts must require that parties comply with all applicable provisions of this Contract. Such requirement shall not relieve Contractor from any performance obligation created herein, nor from liability for a subcontractor's failure of performance.

B. If Contractor elects to subcontract for services, the board's authorization and approval must be obtained and communicated to CSD in writing together with notice of execution of the subcontract as provided in paragraph C. Contractor may elect to delegate the signing authority for the approval of subcontractors to the Chief Executive Officer or designated authority through a resolution or other official documentation duly issued by the governing board, if such delegation is set forth in the bylaws of the agency and a copy of the provision is communicated to CSD.

C. Within 60 days of the execution of any subcontract, Contractor shall provide written notification to CSD of the execution of the subcontract as well as identifying information, to include the name of the subcontractor entity, its address, telephone number, contact person, contract amount, and program description of each subcontractor activity to be performed by the subcontractor.

D. Notification of subcontract execution shall contain certification by Contractor that to the best of Contractor's knowledge, the subcontractor is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency. For purposes of this certification of subcontractor eligibility, Contractor may rely on information available from the System for Award Management (SAM) at https://www.sam.gov.

E. If CSD determines that Contractor has executed a subcontract with an individual or entity listed as disbarred, suspended or otherwise ineligible on the Excluded

Attachment: 2021 LIHWAP FINAL Contract 4.8.22 (RES-2022-292 : 2021 LIHWAP 21Z-9560 Contract for Water Assistance Program)

Parties List System (EPLS) as of the effective date of the subcontract, costs Contractor has incurred under the subcontract may be disallowed.

F. Contractor must ensure that funds expended pursuant to this Contract are allowable and allocable and Contractor must adopt fiscal control and accounting procedures sufficient to enable the tracing of funds paid to any subcontractor to a level of expenditure adequate to establish that such funds have not been used in violation of this Contract. Contractor shall ensure that any subcontracts under this Contract contain all provisions necessary to ensure adequate substantiation and controls of the expenditure of such funds. Contractor may achieve this through detailed invoices, by periodic monitoring of subcontractor's program activities and fiscal accountability, by retaining a right of reasonable access to the subcontractor's books and records, or by any other method sufficient to meet Contractor's responsibility to substantiate costs required by the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards (45 CFR Part 75).

G. Contractor shall notify subcontractor(s) in writing within five business days of such action in the event CSD suspends, terminates, and/or makes changes to services to be performed that materially alter the obligation of the subcontractor under this Contract.

H. Contractor is liable for the failure of performance of the terms, conditions, assurances, and certifications of this Contract, without recourse against CSD over matters involving subcontracts entered into for the implementation of this Contract, including but not limited to disputes, claims, or other legal action for breach of contract, negligence, torts or criminal acts and other misconduct.

I. Nothing in this Contract creates or implies a contractual relationship between CSD and any subcontractor or creates any obligation by CSD to any subcontractor. Contractor is liable to CSD for damages to CSD for the acts and omissions of its subcontractors that occur in connection with the implementation of this Contract. Contractor's obligation to pay its subcontractors is independent of any obligation of CSD to pay Contractor, and Contractor shall not represent to subcontractors any such obligation of CSD to pay or ensure payments to subcontractors.

4.12 Complaint Management Policies and Procedures

A. Contractor shall establish and maintain policies and procedures for handling complaints and provide applicants an opportunity to register a complaint based on their experience with attempts to obtain services under LIHWAP. The policies and procedures shall be in writing and Contractor shall provide the complaint process to interested individuals upon request.

Attachment: 2021 LIHWAP FINAL Contract 4.8.22 (RES-2022-292 : 2021 LIHWAP 21Z-9560 Contract for Water Assistance Program)

B. Contractor shall ensure that all formal complaints are documented and include the date, time, client name and address, and nature of the complaint and the actions undertaken by the Contractor to resolve the issue. For purposes of this section, "formal complaint" means a written complaint filed with the Contractor by the complainant.

C. If the Contractor's efforts did not result in a resolution, the Contractor may refer the client to CSD. The Contractor shall contact CSD and explain the issue, actions taken to resolve the issue, and provide CSD with any supporting documentation that indicates the nature and extent of Contractor's effort to resolve the issue.

D. CSD shall immediately be notified if the Contractor has reason to believe that the complainant will contact the media, a State or Federal oversight agency or the Governor's Office regarding the complaint.

4.13 Fair Hearing Process for Applications for Denial of Benefits by Contractor:

A. Pursuant to Title 22 of the California Code of Regulations, Section 100805, applicants that have applied for benefits and/or services provided under a grant award from a contractor or a subcontractor whose application has been denied or not acted upon within 15 business days or has not received satisfactory performance according to the agreed upon program requirements of the contract has the right to first appeal such action to the Contractor and, if not satisfied, subsequently appeal to CSD.

B. Contractor shall establish a written appeal process to enable applicants who are denied benefits or services, or who receive untimely response or unsatisfactory performance, the right to appeal the decision or performance to the Contractor. Contractor's process shall include, at a minimum, all of the requirements of Section 100805 subdivision (b), plus:

1. Provisions that ensure that each applicant is notified in writing of the right to appeal a denial of or untimely response to an application, or to appeal unsatisfactory performance. At the time the applicant applies for services, applicant shall be informed of appeal rights and appeal procedures, to include the right to appeal to both the Contractor and to CSD;

2. Provisions that ensure that Contractor will make a good faith effort to resolve each appeal;

3. Provisions that ensure that Contractor shall notify the applicant in writing of the Contractor's final decision within 15 working days after the appeal is requested. If the appeal is denied, the written notification shall include instructions on how to appeal the decision to CSD. Whenever Contractor notifies an applicant of a denial of an appeal, Contractor shall at the same

Attachment: 2021 LIHWAP FINAL Contract 4.8.22 (RES-2022-292 : 2021 LIHWAP 21Z-9560 Contract for Water Assistance Program)

time provide a copy of the final decision to the Manager of CSD's Energy Services Division; and

4. Provisions to track information on denials and appeals.

C. In the event an applicant appeals a denial of benefits or services to CSD, the Department may conduct a hearing in accordance with established procedures. Any decision taken by CSD consequent to such appeal and hearing shall be final.

4.14 Fraud, Waste and Abuse

A. Contractor shall make timely, a written report to CSD of incidents and activities, or suspected incidents and activities, involving fraud, waste and abuse of LIHWAP funds by Contractor's employees, subcontractors, clients, or other parties affiliated with Contractor. Incidents and activities subject to reporting under this section include, but are not limited to, criminal acts and other violations of law constituting a misuse of funds that could result in cost disallowance. Contractor shall, in a timely manner, inform CSD of any reports or complaints submitted to law enforcement officials by Contractor, Contractor's employees, subcontractors, clients or other parties affiliated with Contractor, concerning the misuse of LIHWAP funds.

B. Contractor shall provide employees, subcontractors, clients and other parties affiliated with the Contractor the information necessary to report fraud, waste and abuse to the U.S. Department of Health and Human Services Office of Inspector General Fraud hotline.

Attachment: 2021 LIHWAP FINAL Contract 4.8.22 (RES-2022-292 : 2021 LIHWAP 21Z-9560 Contract for Water Assistance Program)

STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT

SUBPART B – FINANCIAL REQUIREMENTS

ARTICLE 5 – ADMINISTRATIVE AND PROGRAM EXPENDITURES REQUIREMENTS

5.1 Budget Guidelines

A. If Contractor intends to request a minor modification to this Contract, Contractor shall submit a Request for Amendment/Modification Energy, by completing a CSD 509 with a justification supporting the fund transfer or change request. Contractor may submit the signed request for amendment/modification to CSD via e-mail.

B. The minor modification which Contractor may propose for approval by CSD is transferring funds between target service areas, which shall be conditioned upon Contractor meeting its target service areas expenditure requirements, as stated in Article 5.6, section C.

5.2 Water Assistance (WA) Expenditure Requirements

A. The WA portion, also referred to as the Water Assistance Allocation, of Contractor's grant shall be retained by CSD to enable CSD's third-party funds disbursement partner to make payments to water service providers. Contractor's Administrative and Program Support shall be based on Contractor's total allocation, including the Water Assistance Allocation.

B. The total amount allocated to WA shall be administered by Contractor in accordance with the terms of this Contract, with payments to water service providers on behalf of recipients issued by CSD's third-party funds disbursement partner.

5.3 Working Capital Advance

Working Capital Advance (WCA)

Contractor may, in accordance with applicable law, receive WCA payments of allowable program costs per this Contract, *provided* Contractor shall comply with the provisions of this section and such additional guidance issued by CSD as is needed to implement this section (collectively "WCA"). In order to receive a WCA, Contractor's financial management systems shall be compliant with the provisions of this Contract, WCA Requirements, applicable CPNs and CPAs, and the standards for fund control and accountability as established in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards (45 CFR Part 75).

Attachment: 2021 LIHWAP FINAL Contract 4.8.22 (RES-2022-292 : 2021 LIHWAP 21Z-9560 Contract for Water Assistance Program)

STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT

A. WCA Requirements include the following standards:

1. The WCA shall be for the minimum amounts necessary, timed in accordance with Contractor's immediate cash requirements, which will enable Contractor to carry out the purposes of this Contract;

2. WCA Requirements issued by CSD to Contractor, while conforming to the requirements of this Section, shall take into account the practical requirements and limitations of efficient administration and the effective implementation of this Contract by both Contractor and the CSD;

3. Interest on Advances. Contractor shall deposit all advances in an interest-bearing account. The account shall be sufficiently segregated to enable the tracking and accounting of WCA funds by CSD. Any interest earned on LIHWAP advances shall be accounted for and expended pursuant to 2 CFR § 200.305(b)(9); (45 CFR § 75.305(b)(9)); and

4. Non-advance Payments and Offsets. If Contractor elects not to request a WCA, payment for allowable expenses under this Contract shall be made upon approval by CSD of Contractor's monthly Expenditure Activity Report. If Contractor owes CSD any outstanding balances for overpayments under any contract, current or previous, the balance may be offset, based on arrangements made with the Contractor.

5. If, at the end of the contract term Contractor has received WCA payments in excess of requests for reimbursement that have been approved by CSD, Contractor shall promptly remit the excess balance owed.

B. Contractor shall adhere to the WCA Requirements outlined in CPN-E-19-001, with the exception of the last quarter of the Contract. CSD shall not issue a WCA for the last quarter for LIHWAP.

C. WCA

Pursuant to 22 CCR § 100840 (a) the total amount advanced to Contractor at any time, shall not exceed 25% of Contractor's total contract amount, excluding the WA allocation amount. If the WCA request exceeds the remaining balance, then CSD shall only provide Contractor with the amount of the remaining balance. Advance amounts repaid by Contractor may be replaced by additional advances at any time as allowed in this Section 5.3 and corresponding guidance.

5.4 Program Income

A. Contractor shall maintain records of the receipt and disposition of all "program

Attachment: 2021 LIHWAP FINAL Contract 4.8.22 (RES-2022-292 : 2021 LIHWAP 21Z-9560 Contract for Water Assistance Program)

income" defined in 22 CCR § 100855(c) and pursuant to CPN-A-18-01, as income that is generated or earned as a result of LIHWAP activities.

B. Determining Net Program Income

1. Except as provided below in paragraph 2, any costs Contractor incurs in generating program income may be deducted from gross program income to determine net program income.

2. Contractor shall not deduct from gross program income any allowable program expenses for which Contractor has been, or will be, reimbursed from the LIHWAP grant award.

C. Expenditure and Reporting of Program Income

1. Program income must be expended in accordance with the requirements for expenditure of regular LIHWAP funds, for allowable program purposes.

2. Contractor may expend program income during the term of this Contract. Contractor shall report all such expenditures, along with remaining unexpended program income, at the close-out of this Contract or at such other time(s) as CSD reasonably requires.

5.5 Allowable Costs

A. Cost Reporting

1. All costs shall be reported using a "modified accrual" or "accrual" method of accounting.

2. Pursuant to the federal block grant and applicable regulations, Contractor may only claim reimbursements for actual, allowable, and allocable direct and indirect costs.

3. Contractor shall report all expenditures at actual cost and shall maintain records and source documentation in such a manner as to substantiate all costs reported.

B. Administrative

1. General

a. Administrative costs shall not exceed the amounts as set forth in allocation spreadsheet.

Attachment: 2021 LIHWAP FINAL Contract 4.8.22 (RES-2022-292 : 2021 LIHWAP 21Z-9560 Contract for Water Assistance Program)

b. Contractor shall not use funds provided under this Contract to cover administrative costs incurred in the LIHEAP, Community Services Block Grant (CSBG), or other CSD programs in excess of each respective program contractual limitations.

c. Administrative Costs shall mean actual costs for auxiliary functions such as salaries, wages, workers compensation, and fringe benefits for administrative staff, as well as for facilities, utilities, equipment, telephone, accounting, auditing, monitoring assistance, office supplies, and like services necessary to sustain the direct effort involved in administering a grant program or an activity providing services to the grant program.

2. Contractor shall use Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards (45 CFR Part 75) as a guide for determining administrative costs.

C. Program Support

1. Outreach and Intake

Outreach and Intake costs shall be limited to actual costs necessary to sustain the direct effort involved in Outreach, Intake and those activities defined as related to facilities, office and computer equipment, office supplies, telephone, and travel as allowable program support costs to administer the grant program.

2. Equipment Less Than $10,000 – Acquisition Costs.

Equipment costs under $10,000 per unit must follow all federal and state rules and regulations governing LIHWAP pertaining to procurement standards.

3. Workers' Compensation

Workers' Compensation shall mean those actual costs associated with workers' compensation coverage for program staff whose salaries and wages are chargeable under program costs.

4. Liability Insurance

Liability Insurance shall mean those actual costs allocated for insurance bonds, general liability, vehicle insurance, and pollution occurrence insurance (if applicable).

Attachment: 2021 LIHWAP FINAL Contract 4.8.22 (RES-2022-292 : 2021 LIHWAP 21Z-9560 Contract for Water Assistance Program)

STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT

5. General Operating Costs

General Operating Costs may be charged to the program and are for costs that are directly allocable to those activities defined as related facilities, office and computer equipment, office supplies, telephone, and travel as allowable program costs.

6. Automation Costs

a. Contractor can expend funds to the Automation Costs (AC), to be used to meet contract program startup requirements such as IT automation needs to comply with updated or new Expenditure Activity Reporting System, and Core ("CSD System") requirements or contractual reporting requirements programmatic in nature, related to CSD System IT expenses, and with ongoing programmatic IT expenses. AC funds are not limited exclusively to CSD System-related IT expenditures, but any IT expense related to CSD System costs incurred including necessary training on upgrades to Contractor's system.

b. If Contractor expended funds in prior year for a system and now wants to purchase a new system with AC funds, Contractor must utilize unrestricted funds and bear the full cost of the conversion to such an alternative system. Contractor may be granted a variance from this requirement provided Contractor's AC plan is appropriately revised and CSD gives its written approval of the plan and request for variance.

c. All IT expenditures may include, but is not limited to, computer and IT equipment; approved front-end database acquisition and ongoing subscription costs; IT security implementation costs; and IT systems training. All costs reported in this line item must be directly related to program functions. IT costs directly related to administrative functions shall be reported as administrative costs pursuant to the Uniform Administrative Requirements, Cost Principles and Audit Requirements for HHS Awards (45 CFR Part 75).

d. CSD System-related IT costs charged to the AC shall be submitted for reimbursement in accordance with CSD's normal reporting and accounting procedures.

e. Services procured by Contractor in order to implement updates to Contractor's automated reporting system shall be conducted in

Attachment: 2021 LIHWAP FINAL Contract 4.8.22 (RES-2022-292 : 2021 LIHWAP 21Z-9560 Contract for Water Assistance Program)

compliance with Contractor's procurement policy and with all applicable contract requirements and the provisions of federal and state law.

5.6 Service Area Expenditures Requirements

A. For purposes of this section the following definitions apply:

Service Area means the geographical area for which Contractor receives a discrete grant allocation, whether in a contract pertaining to that geographical area alone, or in a contract covering multiple geographical areas, as for example, multiple counties.

Target Service Area means the service area for which a grant allocation has been designated on the LIHWAP Allocation Spreadsheet attached to this Contract.

Target Allocation means that sum of money from the LIHWAP state grant designated by CSD for expenditure in a designated Service Area.

Service Territory means the totality of Contractor's Service Area(s), whether: 1) a single county; 2) a portion of a single county; 3) multiple counties; or 4) a single county in combination with a portion of another county. Accordingly, the single Service Area or combined Service Areas for which Contractor provides services constitutes Contractor's Service Territory.

B. This section shall apply to Contractor if this Contract involves funding for LIHWAP services provided by Contractor in multiple Service Areas.

C. The Target Allocation(s) specified in this Contract shall be used either: a) to provide services within the geographical boundaries of Target Service Area(s) to which the allocation applies; or b) on behalf of the recipients of benefits who reside within the Target Service Area(s), thereby ensuring that the low-income persons in each Target Service Area receive their appropriate share of the grant award and that Water Assistance funds designated for a particular Target Service Area are not expended for services in another Service Area without good cause.

Contractor may, subject to CSD's written approval to expend all or a portion of the LIHWAP Allocation in another service area in which Contractor provides services pursuant to this Contract, under the following circumstances:

a. When there is no acute need or ready opportunity for full expenditure of WA funds in the Target Service Area; and

b. When Contractor can readily expend WA funds in an alternate service area to avoid under expenditure or a loss of funding.

Attachment: 2021 LIHWAP FINAL Contract 4.8.22 (RES-2022-292 : 2021 LIHWAP 21Z-9560 Contract for Water Assistance Program)

D. Notwithstanding the provisions of paragraph C, Contractor is authorized under the terms of this Contract to combine the Administrative and Program Support of grant allocations for multiple Service Areas for purposes of efficiency and effective contract implementation, provided such combining of funds does not unduly impair the equitable provision of services or otherwise disadvantage potential recipients of benefits in any Service Area.

5.7 Water Service Provider Referrals

A. In order to assist Contractor while maximizing financial assistance to income eligible households, Contractor may refer local water service providers not enrolled in the LIHWAP Direct Pay Program to CSD's third-party funds disbursement partner, until Contractor's funds are fully expended.

B. Contractor may initiate referrals when a potential or interested applicant contacts Contractor for water assistance and the applicant water services provider is not enrolled in the LIHWAP Direct Pay Program. In addition, Contractor may initiate a referral if a water service provider shows interest in enrolling into the LIHWAP Direct Pay Program.

C. CSD shall ensure CSD's third-party funds disbursement partner prioritizes Contractor's referral(s) and contacts the water service provider for enrollment within 3 business days from receipt of the referral.

D. CSD shall provide regular reports on the status and managing of referrals.

Attachment: 2021 LIHWAP FINAL Contract 4.8.22 (RES-2022-292 : 2021 LIHWAP 21Z-9560 Contract for Water Assistance Program)

STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT

ARTICLE 6 – REPORTING POLICIES AND PROCEDURES

6.1 Reporting Requirements

A. General

1. Contractor shall request reimbursement for expenditures associated with Administration and Program Support contract activities (excluding WA) by reporting in the Expenditure Activity Reporting System (EARS):

   a. Expenditures for Administrative and Program Support shall be reimbursed through the LIHWAP Admin/Support Monthly Expenditure Activity Report via EARS.

   b. EARS reporting shall be in accordance with CPN-E-19-002 Energy Policies and Procedures, with the exception of monthly reporting due dates, which shall be on or before the fifteenth calendar day following the end of the reporting period.

   c. Payment to Contractor for any given month shall be contingent upon receipt and approval by CSD of the preceding monthly submission.

   d. In order to afford Contractor maximum time for performance, all monthly reports and adjustments must be submitted by Contractor, no later than September 15, 2023. Any expenditures not submitted by Contractor by the deadline, will not be reimbursed to Contractor or allowable under another CSD contract. Accordingly, Contractor is encouraged to conduct a quarterly cost reconciliation to ensure the accuracy of reports and minimize the possibility of anomalies at the time the final report is submitted.

2. Contractor shall collect and report in EARS the following data on a monthly basis:

   a. If Contractor's WA allocation has been fully expended and the Contract has not been closed-out in accordance with Article 6, Section D.1, Contractor shall continue to accept applications and create an applicant waiting list. It is not necessary for Contractor to perform eligibility verification of applicants placed on the waiting list. Contractor shall submit the total monthly number of applicants residing on the applicant waiting list in EARS.

   b. The total number of applicants denied WA, due to the applicant not carrying a past-due balance for water services at the time of

Attachment: 2021 LIHWAP FINAL Contract 4.8.22 (RES-2022-292 : 2021 LIHWAP 21Z-9560 Contract for Water Assistance Program)

applying for WA. Contractor shall submit the monthly total of applicants denied for this reason in EARS. CSD will notify Contractor in writing when the collection of this data is no longer required.

c. The total number of applicants denied WA due to the applicant's water service provider not enrolled with CSD's third-party funds disbursement partner at the time of applying for WA. Contractor shall submit the monthly total of applicants denied for this reason in EARS for the term of the contract or until the contract is closed out.

d. The total number of applicants denied WA and not captured in subparagraph b and c, above shall be reported to EARS.

e. Contractor shall exercise due care to ensure duplication in reporting for any one category does not occur.

3. Contractor shall submit information for approved LIHWAP applicants to CSD's Combined Outcome Reporting Engine (CORE) system for WA services in accordance with the following:

a. Commence the submission of approved LIHWAP applicant information to CORE upon receiving CSD official notice of the system's readiness to accept applicant submissions from local LIHWAP administrators, notwithstanding Article 7.2., section C.

b. Approved LIHWAP applicant information as soon as possible or not later than the 15 calendar days from the application certification date.

c. Ensure client information for approved LIHWAP application are submitted to CORE no later than August 15, 2023, regardless of applicant's certification date.

d. Ensure adjustments to LIHWAP application submissions to CORE are submitted no later than August 29, 2023.

e. All client detail records must be reconciled in CORE no later than August 29, 2023.

4. Contractor shall submit requested client files, records, and documents to the File Transfer Protocol (FTP) Server as requested by CSD. CSD shall use Contractor submitted documents to perform an in-house desk review to verify compliance with financial, administrative, and programmatic

Attachment: 2021 LIHWAP FINAL Contract 4.8.22 (RES-2022-292 : 2021 LIHWAP 21Z-9560 Contract for Water Assistance Program)

requirements.

5. Reporting System Requirements

a. CSD will provide Contractor with specifications of minor IT reporting changes or other minor changes, and upon receipt of the specifications, Contractor shall implement system changes in their local system within 30 days. Minor changes are those that are routine in nature to begin the contract such as but not limited to adjustments to the Expenditure Activity Report layout, adding or adjusting eligibility guidelines.

b. Major reporting changes, upon receipt of the specifications, shall be implemented in Contractor's local system as negotiated by CSD. Major IT system changes are those changes made to the business rule validations as listed in the most current Utility and Water Assistance Data Transfer Business Rules document. The most current Utility and Water Data Transfer Rules document is located on the Local Agencies Portal.

B. Quarterly Reporting

1. Contractor shall submit a quarterly report, regardless of expenditures, detailing program administration and implementation achievements and challenges inhibiting successful program administration and achievement of expenditure benchmarks and other performance objectives of this Contract. Contractor shall indicate plans to mitigate any challenge and/or barrier noted in the Contractor's quarterly report submission.

2. Contractor's final quarterly report will include lessons learned, suggestion for program modification to further enhance program design and administration, if future funding is received. If Contractor fully expends mid quarter, the final quarterly report shall be submitted no later than that quarter's reporting due date.

Quarterly Reporting Period		**Report Due**
Q1	April 1, 2022 – June 30, 2022	July 15, 2022
Q2	July 1, 2022 – September 30, 2022	October 17, 2022
Q3	October 1, 2022 – December 31, 2022	January 17, 2023
Q4	January 1, 2023 – March 31, 2023	April 17, 2023
Q5	April 1, 2023 – June 30, 2023	July 17, 2023
Q6	July 1, 2023 – August 31, 2023	September 15, 2023

Attachment: 2021 LIHWAP FINAL Contract 4.8.22 (RES-2022-292 : 2021 LIHWAP 21Z-9560 Contract for Water Assistance Program)

STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT

C. CSD Review and Approval of Reports

1. CSD shall review and approve Contractor's monthly reimbursement/activity reports before offsets to advances or reimbursement payments are issued. CSD will conduct an ongoing evaluation of Contractor's performance related to program and fiscal operations and its demonstrated ability to effectively utilize all funds available under this Contract.

2. The issuance of other CSD contracts, including reimbursement payments to the Contractor, shall be contingent upon timely receipt of the required reports and/or compliance with the material requirements of this Contract.

D. Close-out Report

1. Contractor shall submit a final reimbursement report no later than September 15, 2023, which will reflect Contractor's full and complete expenditures under this Contract. If Contractor fully expends its Contract Allocation to include Admin, Program Support and Water Assistance Allocation, the Contractor may close-out early by submitting the final reimbursement report and providing written notification to CSD. In addition, Contractor shall submit the close-out report consisting of the Close-out Checklist and Interest and Program Income Earned Reconciliation Report (CSD 733W).

2. Notwithstanding any other provisions in this section to the contrary, Contractor shall, in addition to the required monthly EARS reporting, remit payment to CSD for unexpended Program Income, Interest Earned and remaining Working Capital Advance that exceeds the final reimbursement owed to CSD. In addition, the Contractor shall adhere to the following budget provisions:

   a. Administrative costs shall not exceed the maximum allowable amounts.

   b. Administrative or Contract amount, excluding Water Assistance Allocation incurred and reported by the Contractor in excess of the amount as set forth in the allocation spreadsheet shall be disallowed. Contractor shall remit payment to CSD for any excess reimbursement payment of Administrative and Contract amount made to the Contractor within 15 calendar days after Contractor fully expends its allocation or no later than September 15, 2023, whichever occurs first.

Attachment: 2021 LIHWAP FINAL Contract 4.8.22 (RES-2022-292 : 2021 LIHWAP 21Z-9560 Contract for Water Assistance Program)

STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT

c. Subsequent payments, including advance payments, for LIHEAP or other CSD contracts may be withheld, absent timely receipt of the close-out report of this Contract.

3. The issuance of other CSD contracts, and reimbursement and advance payments for existing contracts, may be withheld, absent receipt of the Close-out Checklist and Interest and Program Income Earned Reconciliation Report (CSD 733W) which are due no later than 15 days after Contractor fully expends or no later than September 15, 2023.

4. Interest and Program Income-Earned

Contractor shall use CSD Form 733W, LIHWAP Interest and Program Income Earned Close-out Reconciliation, to report actual costs and/or interest income earned and expended. Pursuant to 22 CCR § 100855, program income earned and expended is subject to the expenditure and reimbursement guidelines for the program year in which expenditures occur.

Attachment: 2021 LIHWAP FINAL Contract 4.8.22 (RES-2022-292 : 2021 LIHWAP 21Z-9560 Contract for Water Assistance Program)

STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT

SUBPART C – PROGRAMMATIC REQUIREMENTS

ARTICLE 7 – PROGRAM POLICIES AND PROCEDURES

7.1 Program Standards and Regulatory Requirements

A. Program Standards

1. Contractor shall adhere to all CSD program standards pursuant to the following documents which have been incorporated by reference and made part of this Contract as if attached hereto:

   a. Official State and Federal Program Notices and Guidance Documents;

   b. Current Eligibility and Verification Guide and LIHWAP Special Addendum; and

   c. Utility and Water Data Transfer Rules Data Transfer Business Rules.

   Upon signing the Contract, Contractor is acknowledging receipt of all current policies and procedures.

2. In the event of inconsistencies between Policies and Procedures and this Contract, Contractor shall abide by the terms of this Contract.

7.2 Service Guidelines

A. Contractor shall provide WA on a first-come, first-serve basis to households that income qualify and meet all LIHWAP eligibility requirements.

B. In the event CSD issues a CSD Program Notice modifying eligibility requirements to provide financial assistance to eligible households to offset current bills, Contractor shall prioritize eligible households with past due water service bills, particularly those households that are at risk of being disconnected before providing benefits to eligible households with current bills.

C. Contractor has discretion on the timeframe for accepting applications from customers based on factors such as when water systems in Contractor's service area are enrolled in the Direct Payment Program or when Contractor has established operational readiness to being accepting application.

Attachment: 2021 LIHWAP FINAL Contract 4.8.22 (RES-2022-292 : 2021 LIHWAP 21Z-9560 Contract for Water Assistance Program)

D. Households that receive WA are not subject to the LIHEAP Local Agency Plan and Priority Plan points for purposes of receiving benefits under this Contract, per the Eligibility and Verification Guide and LIHWAP Special Addendum.

E. Equitable Treatment

Contractor shall ensure that low-income owners and renters that receive water services from an eligible service provider receive equitable treatment under this program.

F. See Section 10.2 B, "Eligibility to Receive Federally Funded Public Benefits" concerning Federal restrictions on receipt of benefits.

7.3 Program Support Guidelines

A. Outreach

Contractor shall use Program support to perform appropriate outreach activities to ensure that low-income households in the service area(s) are informed of the availability of LIHWAP assistance and opportunity to apply for such assistance.

B. Intake

Contractor shall use Program Support funds for intake of applicants seeking LIHWAP services. Services include the process of providing means for individuals to apply for services, assisting individuals with completing an application for assistance, assessing application submissions for completeness, determining applicant eligibility for assistance, and informing applicants of their approval or denial for assistance. Contractor shall:

1. Establish reasonable hours whereby applicants have access during regular business hours to seek program information and instruction on how to apply for assistance with an assurance that the Contractor shall respond to the applicant's request within a reasonable amount of time;

2. Ensure applicants have access to applications, whether in hardcopy or electronic format, during regular business hours. Contractors whose offices are not staffed Monday through Friday must arrange for alternative points of access to LIHWAP applications. Contractor may satisfy this requirement by posting their application for download on their website;

3. Accept applications for assistance during regular business hours;

Attachment: 2021 LIHWAP FINAL Contract 4.8.22 (RES-2022-292 : 2021 LIHWAP 21Z-9560 Contract for Water Assistance Program)

4. Accept applications for LIHWAP at sites that are geographically accessible to all households in the area served by Contractor;

5. Provide low-income individuals who are physically infirm with the means to submit applications for LIHWAP without leaving their residences;

6. All sites where intake is conducted must be accessible to the disabled;

7. Contractor shall utilize the LIHWAP Intake Form (CSD 41) for standalone applications or the Energy Intake Form (CSD 43) and LIHWAP Intake Form Addendum (CSD X43-A) for dual application process, or approved Contractor's equivalent, as a multipurpose form.

8. Contractor shall establish methods to inform applicants with water services included in rent of pre-eligibility requirements such as noticing requirements on the Contractor's website, on the application checklist, during pre-screening, etc. If applicant meets the pre-eligibility criteria, then the applicant shall be provided with a LIHWAP application, along with the instructions to obtain a signed Landlord Agreement.

9. If Contractor opts to "pre-screen" applicants for benefits by discussing eligibility criteria and by counseling potential clients in advance of their completing and submitting an LIHWAP Intake Form (CSD 41) for standalone applications, or the Energy Intake Form (CSD 43) and LIHWAP Intake Form Addendum (CSD 43-A) for dual applications, or approved Contractor's equivalent, Contractor must apply eligibility requirements, income guidelines, as applicable, when prescreening applicants. If the applicant appears to be ineligible, Contractor must inform the applicant of the right to apply for benefits upon changes in the prescreened applicant's circumstances and status. LIHWAP Intake Form (CSD 41) for a standalone application, Energy Intake Form (CSD 43) and LIHWAP Intake Form Addendum (CSD 43-A) for dual applications, or approved Contractor's equivalent must be provided to a potential client upon request, whether or not a prescreening process is employed.

C. Applicant Written Notification of Benefits

Within 15 working days of receiving an application Contractor shall provide the applicant written or electronic notification of the application status, indicating whether the application has been: approved, denied, deemed incomplete or is still pending review. Contractor shall provide a duplicate notification to the landlord, if applicant has provided an executed Landlord Agreement.

1. If approved, the notice shall indicate the nature and an approximate timeframe in which the water assistance payment will be provided. The

Attachment: 2021 LIHWAP FINAL Contract 4.8.22 (RES-2022-292 : 2021 LIHWAP 21Z-9560 Contract for Water Assistance Program)

name of the water company and the amount of the benefits also shall be included in the notification for LIHWAP.

2. If approved and applicant's water services are included in rent, the notice shall indicate the nature and an approximate timeframe in which the water assistance payment will be provided. The name of the water company, amount of the benefit and the requirement that the applicant/tenant will reduce their next rental payment or subsequent rental payments by the amount of the benefit also shall be included in the notification for LIHWAP.

3. If denied, the notice shall indicate the reason for the denial and information regarding the appeal process.

4. If incomplete, the notice shall indicate what additional information or documentation is required.

5. If pending review, the notice shall provide a revised estimate of when the status of the application will be determined. Contractor must follow-up with a notification when a determination has been made.

6. If added to the waitlist for WA benefits and the application is not processed, the notice shall provide the amount of time the application will be kept on file, disclaimer that the applicant is not guaranteed services.

7.4 Leveraging Administration and Program Support

A. Contractor may leverage LIHWAP for the purpose of attaining greater efficiencies with program administration and program support activities with the understanding that the funding streams are distinct and must be accounted for and reported in accordance with the provisions of this Contract.

B. The provisions of this Contract are intended to enhance the purposes and objectives of LIHWAP and shall not unduly and adversely impact the effectiveness of LIHEAP, DOE or other CSD programs, nor shall they violate the program requirements of LIHEAP, as set forth in applicable statutes, regulations, program guidance or the requirements of this Agreement.

7.5 Record-Keeping Responsibilities

A. Client Files – Intake

Contractor shall maintain client intake form(s), together with appropriate supporting documentation and shall maintain separate client files containing supporting documents related to disqualifications, denials, and appeals for each

Attachment: 2021 LIHWAP FINAL Contract 4.8.22 (RES-2022-292 : 2021 LIHWAP 21Z-9560 Contract for Water Assistance Program)

applicant who is not certified as being eligible to receive assistance.

B. All Client Files – General Requirements

Contractor shall maintain a separate file for each applicant by either a hard copy or electronic file, or a combination of both. Contractor must ensure that the method selected to maintain files does not impose unreasonable effort in CSD's ability to review any files. These files shall include, the following documentation, when applicable:

1. For Public Agencies only: Statement of Citizenship, Alienage and Immigration Status for Public Benefits (CSD 600) and supporting documents;

2. LIHWAP Intake Form (CSD 41) for standalone applications, or Energy Intake Form (CSD 43) and LIHWAP Intake Form Addendum (CSD 43-A) for dual application, or approved Contractor's equivalent;

3. Water Service bill(s) verification for qualified households;

4. Documentation supporting eligibility in accordance with the Eligibility and Verification Guide and LIHWAP Special Addendum; and

5. Client denial or approval notification in accordance with Eligibility and Verification Guide and LIHWAP Special Addendum.

C. Client Files – Water Service Included in Rent

Contractor shall maintain the Landlord Agreement and documentation substantiating the portion of rent that is allocated toward water services (past due and current charges).

D. Translation of Forms

Contractor shall use a certified translator deemed qualified by the Contractor when translating CSD forms that require a client/customer signature into a foreign language.

E. Automation

1. Contractor shall use an automated application system capable of supporting LIHWAP data collection, reporting requirements, and client data transmission to CSD's CORE program system. No database transfer will be accepted prior to the completion of successful data file transfer testing to CSD. Contractor shall submit the data in accordance with CSD's

Attachment: 2021 LIHWAP FINAL Contract 4.8.22 (RES-2022-292 : 2021 LIHWAP 21Z-9560 Contract for Water Assistance Program)

STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT

LIHWAP Data Transfer Rules layout found at https://agencies.csd.ca.gov/home/Energy/Pages/Resources.aspx. Contractor shall adhere to best practices and perform a daily backup of all client data/application systems that capture LIHWAP service detail.

2. Contractor shall also be responsible for monitoring the CORE online reports and for resolving payment issue(s) related to the delivery of benefits. The Agency Allocations/System Maintenance screen shall display historical and current detail level of program allocation information, summarizing agency's annual program allocation, expenditures, and returned benefits eligible for reissuance, if any. The Variance Report shall display the detail level of benefit information whereby the eligible benefit amount differs from the paid benefit amount. For resolution of partial credit returns, Contractor shall be responsible for following up with the client to resolve payment issue(s) and for providing CSD with the necessary information to reissue benefit(s). For full credit returns and warrant redeposits, Contractor shall be responsible for resolving and updating client data in CORE to reissue benefit(s).

3. Utilizing reporting options available within the CORE On-Line System, Contractor shall be responsible for generating LIHWAP reports to attain data specific to the following: rejected records, intake data, client and payment status, expenditures and current allocation balance, returned benefits, and a year-to-date goal status.

Attachment: 2021 LIHWAP FINAL Contract 4.8.22 (RES-2022-292 : 2021 LIHWAP 21Z-9560 Contract for Water Assistance Program)

STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT

ARTICLE 8 – PROGRAM IMPLEMENTATION

8.1 LIHWAP WA Guidelines

A. Applicant Eligibility

1. Assistance shall be available to households with incomes that do not exceed an amount equal to 60% of the State median income; or

2. Assistance shall be available to households that are categorically eligible, if any member of the household is receiving LIHEAP, CalFresh or CalWORKs at the time of application, regardless of income level. Households approved for LIHEAP benefits or services are categorically eligible for LIHWAP up to 120 days from the LIHEAP application certification date.

3. Contractor shall provide WA services to households with past due water services or past due rent, if cost for these services is included in rent.

4. Contractor shall ensure that the household's water service provider, which provides service to the eligible household's residence, is participating in the LIHWAP Direct Pay Program.

5. Applicant eligibility shall be determined in accordance with the Eligibility and Verification Guide and LIHWAP Special Addendum at https://agencies.csd.ca.gov/home/Energy/Pages/Home.aspx.

B. Eligible households shall receive only one LIHWAP payment per program year.

C. Contractor must exercise due care to ensure that duplication of LIHWAP payments does not occur at any time during the term of this Contract.

D. Contractor shall determine the benefit amount based on past due charges, current charges, fees, penalties, and other charges associated with the water service provider, as identified on the customer's bill, not to exceed $2,000. In accordance with the LIHWAP Special Addendum, applicants that receive water services in combination with other non-water services (such as waste disposal, recycle pick-up, etc.), Contractor shall isolate water service charges in order to calculate the applicant's WA benefit, which shall not exceed $2,000.

E. If the household's water services are included in rent, Contractor shall determine the benefit based on the past due water service amount as reflected on the completed Landlord Agreement, not to exceed $2,000. Contractor shall refer to the LIWHAP Special Addendum on how to calculate the benefit.

Attachment: 2021 LIHWAP FINAL Contract 4.8.22 (RES-2022-292 : 2021 LIHWAP 21Z-9560 Contract for Water Assistance Program)

STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT

SUBPART D – COMPLIANCE REQUIREMENTS

ARTICLE 9 – COMPLIANCE POLICIES AND PROCEDURES

9.1 Right to Monitor, Audit, and Investigate

A. Any duly authorized representative of the federal or state government, which includes but is not limited to the federal offices of inspectors general, the State Auditor, CSD staff, and any entity selected by CSD to perform inspections and/or investigations, shall have the right to monitor and audit Contractor and all subcontractors providing services under this Contract through on-site visits, audits, and any other appropriate means CSD deems necessary.

B. Contractor shall, upon reasonable notice, make available all information and materials reasonably necessary for CSD to substantiate to its satisfaction that expenditures incurred under this Contract are allowable and allocable, including, but not limited to files, books, documents, papers, and records. Contractor agrees to make such information and materials available to the federal government, the State, or any of their duly authorized agents or representatives, for purpose of examination, copying, or mechanical reproduction, on or off the premises of the subject entity.

C. Any duly authorized agent or representative of the federal or state government shall have the right to undertake investigations in accordance with the LIHWAP Supplemental Terms and Conditions and 45 CFR Part 75 as amended.

D. All Contracts entered into by Contractor with audit firms for purposes of conducting independent audits under this Contract shall contain a clause allowing CSD or any duly authorized agent or representative of the federal or state government timely access to the working papers of the audit firm(s).

9.2 Auditing Standards and Reports

A. Auditing Standards

1. *Applicability of OMB "Super Circular" audit provisions.* The standards set forth in this Article (Auditing Standards and Reports) reflect the updated audit requirements as set forth in 45 CFR Part 75 Subpart F – Audit Requirements).

2. *Supplemental Audit Guide.* In addition to the audit requirements specified above, Contractor must follow the most current CSD Supplemental Audit Guide, incorporated into this Contract by reference in Part II, Subpart H.

Attachment: 2021 LIHWAP FINAL Contract 4.8.22 (RES-2022-292 : 2021 LIHWAP 21Z-9560 Contract for Water Assistance Program)

STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT

The Supplemental Audit Guide may be accessed at https://agencies.csd.ca.gov/home/Energy/Pages/Resources.aspx.

B. Audit Reports

1. Funds provided under this Contract shall be included in an audit conducted in accordance with the provisions of 45 CFR Part 75 Subpart F – Audit Requirements, standards promulgated by the American Institute of Certified Public Accountants (AICPA), and those standards included in "Government Auditing Standards, December 2011 Revision, as amended."

2. *Organizations below audit threshold.* Contractors falling below the federal funding threshold that mandates a single agency-wide audit may be subject to an audit and/or other fiscal- or program-specific review conducted by CSD or its agents, upon 30-day written notice.

3. The financial and compliance audit report shall contain the following supplementary financial information: a combined statement of revenue and expenditures for each contract that presents, by budget line item, revenue and expenditures for the audit period and a description of the methodology used to allocate and claim indirect costs and any administrative cost pools.

C. *Submission of Audit Reports.* Contractor shall submit to CSD one electronic copy of the required audit report(s) and any management letter(s) issued by the accountant, within the earlier of 30 calendar days after receipt of the auditor's report(s), or nine months after the end of the Contractor's fiscal year.

D. *Failure to File IRS Form 990 for Tax-Exempt Organizations*. If Contractor fails to file Form 990 timely, Contractor must provide:

1. Evidence of an extension request with an estimated timeframe for submission; or

2. An explanation of why Contractor does not plan to file Form 990.

E. The audit report(s) and all supplemental financial information must be submitted to the following addresses:

Electronic copy:
audits@csd.ca.gov.

In accordance with the guidelines of the Division of Audits of the California State Controller's Office (SCO), if Contractor is a local government agency, additional copies of the audit report must be submitted to the following address:

Attachment: 2021 LIHWAP FINAL Contract 4.8.22 (RES-2022-292 : 2021 LIHWAP 21Z-9560 Contract for Water Assistance Program)

F. If Contractor fails to comply with Federal statutes, regulations or the terms and conditions of this Contract, CSD may impose additional conditions, as described in 2 CFR § 200.208 (45 CFR § 75.207). If CSD determines that noncompliance cannot be remedied by imposing additional conditions, CSD may take one or more of the following actions, as appropriate in the circumstances, as provided in 45 CFR § 75.371 - § 75.375 *Remedies for Noncompliance*:

1. Temporarily withhold cash payments pending correction of the deficiency by Contractor or more severe enforcement action by the Federal awarding agency;

2. Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;

3. Wholly or partly suspend or terminate the Federal award;

4. Recommending that suspension or debarment proceedings (as authorized under 2 CFR Part 180) be initiated by the Federal awarding agency;

5. Withhold further federal awards; or

6. Take other remedies that may be legally available.

G. Collection of Disallowed Costs

1. If Contractor challenges questioned costs and submits complete and accurate information or documentary evidence in support of the allowability of questioned costs, CSD shall, after consideration of Contractor's submission issue a final TR, no later than 30 days after receipt of Contractor's information or documentation. If questioned costs are determined to be owning, CSD's Fiscal Accounting Services Unit (FASU) will send an invoice. Contractor will tender payment to FASU or a repayment plan acceptable to FASU.

2. All statements, notices, responses and demands issued in accordance with this paragraph shall be in writing.

3. CSD may, at its discretion, reasonably extend the time periods allowed for responses specified in this paragraph.

9.3 Compliance Monitoring

A. As the recipient of federal LIHWAP grant funds under this Contract, Contractor must substantiate that all costs claimed pursuant to this Contract are allowable and

Attachment: 2021 LIHWAP FINAL Contract 4.8.22 (RES-2022-292 : 2021 LIHWAP 21Z-9560 Contract for Water Assistance Program)

allocable under all applicable federal and state laws. To be entitled to reimbursement, Contractor must trace all allowable costs to the level of expenditure, to include providing supporting documentation reasonably necessary to substantiate the validity of such claim.

B. As the administrator of the LIHWAP grant for the State, CSD is required to ensure the funds allocated to Contractor are expended for the purposes identified in federal and state LIHWAP law, in accordance with the LIHWAP, and for allowable and allocable costs under the applicable rules of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards (45 CFR Part 75).

C. CSD is required to conduct on-site or in-house and follow-up monitoring of Contractor to ensure that Contractor meets the Production Plan, administrative standards, financial management requirements, and other requirements of the federal and State LIHWAP program.

D. CSD shall provide Contractor reasonable advance notice in writing of on-site and/or in-house monitoring reviews of Contractor's program or fiscal performance.

E. Compliance monitoring will consist of a questionnaire that contractors will be required to complete and return to CSD within 30 calendar days from receiving the questionnaire.

F. CSD will conduct client file reviews to verify compliance with financial and program requirements. CSD shall notify Contractor of the client files requested, and Contractor shall provide the client files within five business days.

G. CSD may increase the number of client files reviewed and frequency of client file reviews based on the severity of non-compliance issues identified during the client file review process.

H. In accordance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards (45 CFR Part 75), Contractor shall cooperate with CSD program and audit staff and other representatives and provide access to all programs, records, documents, resources, personnel, inventory, and other things reasonably related to the administration and implementation of the services and activities funded directly or indirectly by this Contract. To the extent Contractor maintains records and documents in an electronic format, Contractor must make such records and documents readily available to CSD program and audit staff and other representatives: 1) for review on an appropriate electronic device provided by Contractor; and/or 2) for reproduction in electronic and/or hard copy format, as is necessary to effect the purposes of this paragraph. In order to realize the objectives of this subparagraph and to ensure that the integrity of the

Attachment: 2021 LIHWAP FINAL Contract 4.8.22 (RES-2022-292 : 2021 LIHWAP 21Z-9560 Contract for Water Assistance Program)

program, the proper expenditure of grant funds, and to prevent fraud, waste, abuse, and unjust enrichment, whether by design or inadvertence, Contractor shall cooperate with CSD as follows:

1. Upon request, provide a list of clients for which LIHWAP services have been provided by Contractor, and to or for which Contractor has provided related services under other federal, State or non-governmental programs. such as, but not limited to, public and private water service programs, collectively "Associated Programs."

2. With respect to such list of clients provide CSD and/ or the investigative entities or persons referenced in Article 9.1, subsection A., access to client files or similar records and documents of the Associated Programs for the purpose of determining whether related services have been provided that result in duplicate billings or any violation of federal or State law, this Contract, or applicable federal and/or Supplemental Terms and Conditions.

3. For purposes of this paragraph H:

   a. "Duplicate billing" is defined as receiving reimbursement from more than one funding source for the same expenditures or costs, whether in whole or in part, that Contractor incurs in connection with rendering a service to or for a client resulting in a total reimbursement to Contractor, from all sources, in excess of actual expenditures or costs incurred.

   b. To the extent necessary to realize the objectives of this article, the term "Contractor" includes any subcontractor or agent of Contractor in possession of the files, records, or documents or other information bearing on related services under any relevant Associated Program.

4. It is understood that Contractor has no obligation to provide access to the client files, records, and documents of an Associated Program when no LIHWAP services have been provided and the client is not required to be on the list furnished to CSD by Contractor, as provided herein.

5. In the event Contractor is unable to comply with the provisions of subparagraphs 1. or 2. because of restrictions placed on Contractor by law in connection with an Associated Program, or restrictions imposed on Contractor pursuant to a binding written contract between Contractor and the funding source of such Associated Program, then Contractor shall so inform CSD by written declaration and provide supporting documentation for such declaration. Contractor shall, together with any declaration made,

Attachment: 2021 LIHWAP FINAL Contract 4.8.22 (RES-2022-292 : 2021 LIHWAP 21Z-9560 Contract for Water Assistance Program)

certify to CSD in writing that:

a. Contractor has not submitted duplicate billings to both LIHWAP and Associated Program; or

b. Contractor has not otherwise engaged in similar actions in violation of federal or state law.

I. CSD will host a File Transfer Protocol (FTP) Server and provide Contractor with specifications, documentation, and sample of FTP file configurations screens, as necessary, to enable Contractor to use the FTP Server to upload client files, records, and documents. Contractor shall submit client files, records, and documents via the FTP to allow CSD to complete an in-house review.

J. In the event that CSD determines that Contractor is not in compliance with material or other legal requirements of this Contract, CSD shall provide the observations, recommendations, or findings and request for a corrective action plan to Contractor in writing. Contractor shall submit to CSD a specific action plan for correcting the noncompliance.

K. Collection of Disallowed Costs

1. In the event questioned costs are identified in a final decision on cost disallowance issued by CSD, Contractor shall comply with any demand for repayment, as specified in such final report.

2. *Time for response.* Contractor shall have no less than 30 days from receipt of the final decision to tender payment to CSD or, alternatively, to provide CSD with complete and accurate information or documentary evidence in support of the allowability of questioned costs.

3. *Notice after review of further supporting evidence.* If Contractor challenges questioned costs and submits complete and accurate information or documentary evidence in support of the allowability of questioned costs as provided above in subparagraph 2, CSD shall, after consideration of Contractor's submission, accordingly issue a revised Notice of Disallowed Costs, if any, no later than 30 days after receipt of Contractor's information or documentation. Contractor shall have 15 days from receipt of such Notice to tender payment or a repayment plan acceptable to CSD. In the alternative, Contractor may request a hearing in accordance with Article 10.4, paragraph E, subparagraph 5 of this Contract, for CSD's final determination of disallowed costs.

4. All statements, notices, responses and demands issued in accordance with this paragraph shall be in writing.

Attachment: 2021 LIHWAP FINAL Contract 4.8.22 (RES-2022-292 : 2021 LIHWAP 21Z-9560 Contract for Water Assistance Program)

5. CSD may, at its discretion, reasonably extend the time periods allowed for responses specified in this paragraph.

9.4 Enforcement Process - Noncompliance with Requirement of this Contract

A. Tax-Exempt Status Requirement

Nonprofit charitable organizations must maintain their 501(c)(3) tax-exempt status as a requirement for continued LIHWAP grant reimbursements and participation under the current Contract. All 501(c)(3) contractors shall notify CSD within one business day upon revocation of their tax-exempt status and cease all work performed under this Contract. CSD will halt all payments to Contractor while its nonprofit, tax-exempt status is revoked. Work performed prior to the revocation, but billed after such notice is received, shall be timely reimbursed to the Contractor. In addition, CSD may take additional enforcement steps consistent with federal and state law and this Contract.

B. General

The authority for CSD Enforcement Actions, as defined in paragraph C, for cost disallowances/ recovery of misused funds, and for de-designation of eligible entity status (collectively "Enforcement Process") is found in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards (45 CFR Part 75), and in state regulations, with particular reference to 22 CCR § 100875. In order to facilitate compliance with the cited authorities, the parties to this Contract agree that: 1) the present article shall guide, inform and clarify the Enforcement Process; 2) shall establish the procedures to be followed; and 3) establish the rights and obligations of the parties with respect to the Enforcement Process, for purposes of implementing the principles set out in the applicable legal authorities. Accordingly, the parties hereto agree as follows:

C. Enforcement Action, "High Risk" – Determination and Notice

1. If CSD determines that Contractor is not financially stable, and that Contractor's financial condition is so tenuous that its ability to implement this Contract is seriously compromised, or if CSD determines that Contractor has not complied with the requirements of this Contract and that Contractor's noncompliance constitutes a material breach of the Contract, CSD may initiate an Enforcement Action. For purposes of this article, "Enforcement Action" means the imposition of any of the following: a) special conditions and/or sanctions; b) a determination of cost disallowance; c) contract suspension; d) contract termination; or e) termination of Contractor's service provider status.

Attachment: 2021 LIHWAP FINAL Contract 4.8.22 (RES-2022-292 : 2021 LIHWAP 21Z-9560 Contract for Water Assistance Program)

2. To initiate an Enforcement Action, CSD must provide Contractor with written notice of "high risk" designation, setting forth: 1) the factual and legal basis for the determination of noncompliance, upon which the "high risk" designation is based; 2) the corrective action(s) required; and 3) the date by which they must be taken and completed.

3. For purposes of this article, "material breach" means any act or omission by Contractor that is in contravention or disregard of Contractor's duties and obligations under the terms of this Contract and under applicable State and federal law, which act or omission:

   a. constitutes fraud or gross negligence by Contractor or its agent(s);

   b. is likely to result in significant waste and/or abuse of federal funds;

   c. has a significant adverse impact on Contractor's ability to meet its administrative, financial, or programmatic duties and obligations over the term of the contract or a significant portion thereof;

   d. violates or otherwise disregards significant program guidance and other requirements of the Federal Government, whether issued directly or through CSD;

   e. may have serious adverse effects and consequences on the Contractor's customers, employees, subcontractors, creditors, suppliers, vendors, or other stakeholders; or

   f. may otherwise significantly and adversely affect the viability, effectiveness, or integrity of the program.

D. Special Conditions and Sanctions

1. "High risk" designation may include the imposition of Special Conditions, Sanctions and/or other special requirements with respect to Contractor's performance. CSD may impose Special Conditions and/or Sanctions upon a determination that such steps are reasonably necessary to address acute financial instability or a material breach of contract, as defined in paragraph B, above.

2. Notice of Special Condition(s) and/or Sanction(s) shall be in writing and shall become effective on the date specified in the notice. Notice must contain the following information:

   a. The nature of the Special Condition(s) and/or Sanction(s) being imposed;

Attachment: 2021 LIHWAP FINAL Contract 4.8.22 (RES-2022-292 : 2021 LIHWAP 21Z-9560 Contract for Water Assistance Program)

b. The reason(s) for imposing Special Condition(s) and/or Sanction(s); and

c. The corrective actions that must be taken and the time allowed for completing them before CSD removes the Special Condition(s) and/or Sanction(s).

3. Special Conditions may include, but are not limited to:

a. obtaining training and/or technical assistance;

b. the imposition of special or additional reporting requirements;

c. special or conditional cost reimbursement requirements and procedures;

d. the provision of documentation by Contractor; and/or

e. the requirement to amend or modify systems, procedures, and/or policies.

4. Sanctions may include, but are not limited to:

a. the suspension of advances and/or reimbursements; and/ or

b. the issuance of stop work orders.

5. Sanctions may not be imposed without a hearing being first held in accordance with applicable regulations, *unless* CSD reasonably determines on the basis of credible information that:

a. substantial sums to be paid to Contractor have been or will be used in violation of law or the provisions of this Contract, or

b. the associated costs are otherwise very likely to be disallowed; and

c. if Sanctions are not immediately imposed, taxpayer dollars are at significant risk and are unlikely to be recovered.

6. Review of Special Conditions and/or Sanctions.

a. if Contractor elects to contest the action to impose Special Conditions and/or Sanctions, Contractor shall have five working days following receipt of Notice of Enforcement Action in which

Attachment: 2021 LIHWAP FINAL Contract 4.8.22 (RES-2022-292 : 2021 LIHWAP 21Z-9560 Contract for Water Assistance Program)

to show cause, in writing, why the Special Conditions or Sanctions should not be enforced.

b. CSD shall have five working days following receipt of Contractor's response to accept or reject Contractor's objection and to state in writing the consequences of the decision and Contractor's obligations going forward, if any.

c. Contractor may, within five working days of receipt of Notice of Enforcement Action, request an informal meeting for the parties to consider the merit of the Notice and to discuss alternative courses of action, which meeting CSD may agree to if, in its sole judgment, it determines the meeting would be helpful to the process, can be held expeditiously, and will not unduly cause delay or otherwise increase the risk of loss of taxpayer dollars.

d. Contractor may, at any time, request in writing that CSD initiate the contract suspension or contract termination processes, to include the requisite hearings, as set out in 22 CCR § 100875.

e. Should Contractor fail to show cause why the Enforcement Action should not go forward, or should Contractor fail to request that CSD initiate either the contract suspension or termination processes, CSD may initiate such action upon its own motion.

f. Special conditions and sanctions shall remain in effect until the hearing procedure is completed, provided, with respect to sanctions, CSD reasonably determines that subparagraph 5. c. applies.

E. Cost Disallowance

1. If Contractor's non-compliance with the terms of this Contract results in an enforcement action, and if CSD determines that Contractor's non-compliance has resulted in questioned costs, CSD shall provide Contractor with a Statement of Questioned Costs along with the Notice of Enforcement Action, or at such later time in the Enforcement Process as questioned costs have been identified.

2. The Statement of Questioned Costs shall include:

a. a description of the costs questioned and the specified amount by type or category of costs;

b. the reason the costs are questioned, and the information and/ or documentation required to justify payment of the costs; and

Attachment: 2021 LIHWAP FINAL Contract 4.8.22 (RES-2022-292 : 2021 LIHWAP 21Z-9560 Contract for Water Assistance Program)

c. the timeframe and procedures for Contractor's submission of the required information or documentation to CSD.

3. If CSD determines that more information is required before a Statement of Questioned Costs can be issued or before a final determination of cost disallowance can be made, CSD may conduct an investigative audit of Contractor's records, files and books of account, or retain an audit firm for such purpose. Contractor agrees to cooperate fully in any audit conducted and to ensure that Contractor's agents, accountants and subcontractors cooperate in the performance of such audit. A report of any audit conducted shall be shared with Contractor, who shall be given ample opportunity to respond to findings and to submit information and documentation in support of the response. If Contractor fails to cooperate in the conduct of an audit, initiated pursuant to this subparagraph, CSD may either impose sanctions, as provided in subparagraph D. 4. or, if feasible, issue a Notice of Disallowed Costs.

4. After CSD has considered any information and/ or documentation submitted by Contractor in response to a statement of questioned costs or in response to an investigative audit report, CSD shall issue a Notice of Disallowed Costs, which notice shall include:

a. the amount of disallowed costs to be repaid, if any; and

b. the date by which repayment must be made or, in the alternative,

c. the date by which Contractor must submit a proposed repayment plan for consideration by CSD.

5. Before the expiry of five working days after receipt of a Notice of Disallowed Costs, Contractor may challenge the Notice of Disallowed Costs by requesting a hearing, conducted in accordance with the procedures set out in 22 CCR § 100875, for the purpose of adjudicating the matter of cost disallowance, provided however that either Contractor or CSD may opt to adjudicate other pending Enforcement Action matters, as provided in subparagraph D. 6. d. of this section, in a combined proceeding.

6. If Contractor fails to request a hearing to adjudicate cost disallowance, as provided in subparagraph 5, the Notice of Disallowed Costs shall be deemed final and Contractor shall comply with the provisions of the present Paragraph D.

7. Contractor will not be deemed to have complied with a Notice of

Attachment: 2021 LIHWAP FINAL Contract 4.8.22 (RES-2022-292 : 2021 LIHWAP 21Z-9560 Contract for Water Assistance Program)

Disallowed Costs until repayment is made or CSD has approved a repayment plan. In determining the acceptability Contractor's repayment plan, CSD shall take into consideration such factors as, but not limited to:

a. federal requirements or conditions applicable to the grant(s) under which the disallowed costs were funded;

b. the exigencies of the grant program and CSD's ability to reallocate the funds repaid or otherwise dispose of the funds in accordance with applicable law;

c. the risk of being unable to recover funding and the options for securing Contractor's repayment obligation; and

d. Contractor's financial condition and ability to pay.

F. Contractor shall remain on "high risk" until CSD reasonably determines that Contractor has complied with the requirements of the Notice of "High Risk" Designation, including verification by CSD that corrective measures have been implemented, that all conditions have been met and that disallowed costs have been repaid or, alternatively, that CSD has deemed Contractor's repayment plan to be acceptable and Contractor has demonstrated it is in compliance with the plan. Upon determination that Contractor has complied with the requirements of the Notice of "High Risk" Designation, CSD shall give Contractor written notice of such determination.

G. In the event Contractor's non-compliance with the terms and conditions of this Contract are not remedied through imposition of special conditions, and/or sanctions, thereby enabling CSD to remove "high risk" designation, CSD may initiate further Enforcement Actions involving Contract Suspension, Contract Termination and Termination of service provider status, which shall be initiated and conducted in accordance with the applicable provisions found in 22 CCR § 100875 and other applicable State and federal statutes and regulations.

H. Lien rights

The State retains lien rights on all funds advanced.

9.5 Expenditure and Reporting Requirements

A. Service Delivery and Expenditure of Funds

1. Contractor is obligated: a) to ensure that the maximum numbers of persons are served, consistent with the effective and efficient service delivery, with

Attachment: 2021 LIHWAP FINAL Contract 4.8.22 (RES-2022-292 : 2021 LIHWAP 21Z-9560 Contract for Water Assistance Program)

program requirements and with applicable law; and b) to fully expend program funds by the date identified in the Contract.

2. A substantial failure to expend funds and provide services to readily available qualified applicants, except for compelling reasons beyond Contractor's control, shall be deemed prima facie evidence of breach of contract and may constitute grounds for "high risk" designation and the applicable remedies as provided in Article 10.4, "Enforcement Process – Noncompliance with the Requirements of this Contract." Such failure of performance may, in accordance with the provisions of this article, result in a reduction in Contractor's grant allocation and the redistribution of future funding to other performing service providers.

B. Contractor Expenditure and Reporting Requirements

Contractor shall be at 100% expenditure of the contract by August 31, 2023.

1. CSD will monitor Contractor's target expenditures monthly, when circumstances warrant, and quarterly to evaluate compliance with meeting performance benchmark:

   a. Quarter 2, no less than 15% by September 30, 2022

   b. Quarter 3, no less than 40% by December 31, 2022

   c. Quarter 4, no less than 60% by March 31, 2023

   d. Quarter 5, no less than 90% by June 30, 2023

   e. Quarter 6, no less than 100% by August 31, 2023

2. Contractor shall submit timely expenditure reports, that allow CSD to evaluate Contractor's compliance with required target performance benchmark levels both monthly and quarterly. Based upon these reports, CSD may determine that Contractor has not met quarterly target expenditure requirement and is out of compliance with this Contract.

3. If Contractor determines they are unable to overcome administrative challenges, or the program limitations prevent Contractor from meeting the target expenditure performance benchmarks, Contractor shall determine the Administration, Program Support and Water Assistance Allocation by service area that shall be redistribution to another Contractor. If Contractor makes such determination on or before January 31, 2023, CSD shall not penalize Contractor.

Attachment: 2021 LIHWAP FINAL Contract 4.8.22 (RES-2022-292 : 2021 LIHWAP 21Z-9560 Contract for Water Assistance Program)

STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT

4. Should the Contractor's actual expenditure trend indicate the Contractor is unlikely to meet the target performance benchmark requirements CSD may, at its sole option, notify Contractor in writing that Contractor's total remaining allocation, or a portion of the remaining allocation, shall be reallocated.

Attachment: 2021 LIHWAP FINAL Contract 4.8.22 (RES-2022-292 : 2021 LIHWAP 21Z-9560 Contract for Water Assistance Program)

STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT

SUBPART E – CERTIFICATIONS AND ASSURANCES

ARTICLE 10 – FEDERAL AND STATE POLICY PROVISIONS

10.1 Certifications

A. Contractor's signature affixed to Part I of this Contract shall constitute a certification that to the best of its ability and knowledge it will, unless exempted, comply with the provisions set forth in the following:

1. Drug-Free Workplace Requirements, Contract Certification Clauses 04/2017 (CCC-04/2017)

2. National Labor Relations Board Certification (CCC-04/2017)

3. Expatriate Corporations (CCC-04/2017)

4. Domestic Partners (CCC-04/2017)

5. Labor Code/Workers' Compensation (CCC-04/2017)

6. Americans with Disabilities Act (CCC-04/2017)

7. Contractor Name Change (CCC-04/2017)

8. Resolution (CCC-04/2017)

9. Air or Water Pollution Violation (CCC-04/2017)

10. Safeguarding Access to State Data (Department of Finance, Budget Letter 04-35)

11. Safeguarding Against and Responding to a Breach of Security Involving Personal Information (Office of Information Security and Privacy Protection, Management Memo 08-11).

B. The above documents are hereby incorporated by reference into this Contract. To access these documents, please visit the CSD Local Agencies Portal at https://agencies.csd.ca.gov/home/Energy/Pages/Resources.aspx.

10.2 Provisions for Federally Funded Grants

A. Contractor certifies that it possesses legal authority to apply to the State for LIHWAP funds and assures compliance with the purposes as set forth in Public Law 117-2, Section 2912, Public Law 116-260, Section 533, Government Code

Attachment: 2021 LIHWAP FINAL Contract 4.8.22 (RES-2022-292 : 2021 LIHWAP 21Z-9560 Contract for Water Assistance Program)

Section 12087.2, and 45 CFR 75.

B. Eligibility to Receive Federally Funded Public Benefits

Pursuant to the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (PRWORA) (Public Law (Pub. L.) 104-193), as amended, and Executive Order W13596, dated August 27, 1996, while in effect, applicants for federally funded public benefits are required to provide proof of U.S. citizenship, U.S. non-citizen national, or qualified alien status. (8 USC §§ 1611, 1612, & 1642.) Contractor shall verify client eligibility in accordance with CSD Applicant Verification of Eligibility Procedures and Regulations, forms, and other written guidance provided by CSD.

C. Under the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA) Section 508, and NO VERIFICATION REQUIREMENT FOR NONPROFIT CHARITABLE ORGANIZATIONS, Section 432 (d) of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (8 USC § 1642 et seq.) as amended, Nonprofit Charitable Organizations are exempt from the requirement to determine, verify, or otherwise require proof of U.S. citizenship, U.S. non-citizen national, or qualified alien status of any applicant for such benefits in providing any Federal public benefit (as defined in 8 USC § 1611(c)) or any State or local public benefit (as defined in 8 USC § 1621(c)). (Pub. L. 104-208, Title V, Section 508; and 8 USC § 1642(d)).

D. Federal Funding Accountability and Transparency Act reporting requirement (FFATA) (Pub. L. 109-282).

a. Pursuant to the FFATA, CSD is required to report information regarding contractors (sub-awardees) receiving LIHWAP funds. Contractor must complete CSD form 279 and return with the Contract to enable CSD to comply with FFATA reporting requirements.

b. CSD may issue guidance and/or Amendment(s) to this Contract, establishing additional reporting requirements as necessary to ensure compliance with the FFATA or other Federal and State regulations, as applicable.

E. Federal Funds Accountability and Transparency Act (FFATA) Requirements. Awards under these programs are included under the provisions of P.L. 109-282, the "Federal Funds Accountability and Transparency Act of 2006" (FFATA). Under this statute, the grant recipient is required to report information regarding executive compensation and all subawards, contracts, and subcontracts in excess of $25,000 through the Federal Subaward Reporting System (https://www.fsrs.gov/) and in accordance with the terms found in Federal regulations at 2 CFR Part 170, including Appendix A.

Attachment: 2021 LIHWAP FINAL Contract 4.8.22 (RES-2022-292 : 2021 LIHWAP 21Z-9560 Contract for Water Assistance Program)

F. Salary Limitation – Federal Executive Level II. Federal funds for grant programs consistently include a provision as part of the Consolidated Appropriations Act of 2017 (Pub. L. 115-31) from Congress that the amount that "shall be used to pay the salary of an individual, through the grant or other extramural mechanism" including non-federal share, must not exceed the amount of the Federal Executive Level II salary for that calendar year. This amount is published annually by the U.S. Office of Personnel Management and can be found on their website at https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/. This amount reflects an individual's base salary exclusive of fringe benefits and any income that an individual may be permitted to earn outside of the duties of the non-Federal entities' organization. This salary limitation also applies to subawards, contracts, and subcontracts under an ACF grant or cooperative agreement.

G. Human Trafficking Provisions. Contractor is subject to the requirements of Section 106(g) of the "Trafficking Victims Protection Act of 2000" (22 USC § 7104). The full text of this requirement can be found at https://www.acf.hhs.gov/grants/award-term-and-condition-for-trafficking-in-persons.

H. Prohibition on Use or Procurement. Pursuant to the "Prohibition on certain telecommunications and video surveillance services or equipment" (2 CFR § 200.216), contractors are prohibited from expending grant funds on "equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities)". The full text of this requirement can be found at Electronic Code of Federal Regulations (eCFR).

10.3 Federal Certifications Regarding Debarment, Suspension, and Related Matters

Contractor hereby certifies to the best of its knowledge that it or any of its officers, or any subcontractors:

A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

B. Have not within a three year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction;

Attachment: 2021 LIHWAP FINAL Contract 4.8.22 (RES-2022-292 : 2021 LIHWAP 21Z-9560 Contract for Water Assistance Program)

violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph B above of this certification;

D. Have not within a three-year period preceding this Contract had one or more public (federal, state, or local) transactions terminated for cause or default;

E. If any of the above conditions are true for the Contractor or any of its officers, Contractor shall describe such condition and include it as an attachment to Part I of the Contract. Based on the description, CSD in its discretion may decline to execute this Contract or set further conditions of this Contract. In the event any of the above conditions are true and not disclosed by Contractor, it shall be deemed a material breach of this Contract, and CSD may terminate this Contract for cause immediately pursuant to the termination provisions of State and federal law governing the Low-Income Home Energy Assistance Program.

F. As provided in this article, Contractor must certify in writing to the best of its knowledge that any subcontractor(s) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.

10.4 Affirmative Action Compliance

A. Each contractor or subcontractor with 50 or more employees and an agreement of $50,000 or more shall be required to develop a written Affirmative Action Compliance Program.

B. The written program shall follow the guidelines set forth in Title 41 CFR Section 60-1.40, Sections 60-2.10 through 60-2.32, and Sections 60-741.40 through 60-741.47.

C. Each contractor or subcontractor with less than 50 employees shall comply with Executive Order 11246, Part II, Section 202, as amended by Executive Order 11375. Contractor shall ensure that subcontractors falling within the scope of this provision shall comply in full with the requirements thereof.

Attachment: 2021 LIHWAP FINAL Contract 4.8.22 (RES-2022-292 : 2021 LIHWAP 21Z-9560 Contract for Water Assistance Program)

STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT

10.5 Nondiscrimination Compliance

A. Contractor's signature affixed hereon shall constitute a certification that to the best of its ability and knowledge will, unless exempted, comply with the nondiscrimination program requirements set forth in this section.

B. Contractor hereby certifies compliance with the following:

1. Executive Order 11246, as amended by Executive Order 11375, relating to equal employment opportunity;

2. Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 USC §§ 2000d et seq. and 2000e et seq.);

3. Rehabilitation Act of 1973, as amended (29 USC §§ 701 et seq.);

4. Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended (38 USC § 4211 et seq.; 41 CFR Subpart B, Part 60-300);

5. Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (41 CFR Subtitle B, Chapter 60, as amended); and

6. Americans with Disabilities Act of 1990 (Pub. L. 101-336, 42 USC §§ 12101 et seq.).

10.6 Contractor Fair Hearing - Civil Rights Act Violation

A. In the event of any violation or alleged violation of Title VI of the Civil Rights Act of 1964, as amended, (42 USC § 2000d et seq.) Contractor has the right to request a fair hearing in response to such violation or alleged violation within 30 calendar days from the date of such action.

B. The State shall conduct such fair hearing in accordance with Title 45, Code of Federal Regulations (CFR), Part 81.

10.7 Specific Assurances

A. Pro-Children Act of 1994

1. This Contract incorporates by reference all the nonsmoking policy provisions set forth in the Pro-Children Act of 1994 (20 USC § 6083).

Attachment: 2021 LIHWAP FINAL Contract 4.8.22 (RES-2022-292 : 2021 LIHWAP 21Z-9560 Contract for Water Assistance Program)

2. Contractor further agrees that the above language will be included in any subcontracts that contain provisions for children's services and that all subcontractors shall certify compliance accordingly.

B. Federal and State Occupational Safety and Health Statutes

Contractor assures that it shall be in compliance with the provisions as set forth in Federal and State Occupational Safety and Health Statutes: the California Safe Drinking Water and Toxic Enforcement Act of 1986 (Health & Safety Code §§ 25249.5 et seq.); Universal Waste Rule (Hazardous Waste Management System: Modification of the Hazardous Waste Recycling Regulatory Program) (60 FR 25492, codified at 40 CFR Part 273); and California Workers' Compensation laws (Labor Code §§ 3200 et seq.).

C. Political Activities

1. Contractor shall refrain from all political activities if such activities involve the use of any funds that are the subject of this Contract.

2. Contractor is prohibited from any activity that is designed to provide voters or prospective voters with transportation to the polls or to provide similar assistance in connection with an election if such activities involve the use of any funds that are subject to this Contract.

D. Lobbying Activities

1. Contractor shall refrain from all lobbying activities if such activities involve the use of any funds that are the subject of this Contract or any other fund, programs, projects, or activities that flow from this Contract.

2. If Contractor engages in lobbying activities, Contractor shall complete, sign and date the CERTIFICATION REGARDING LOBBYING/DISCLOSURE OF LOBBYING ACTIVITIES, as required by the HHS (45 CFR Part 93, Appendix A).

Attachment: 2021 LIHWAP FINAL Contract 4.8.22 (RES-2022-292 : 2021 LIHWAP 21Z-9560 Contract for Water Assistance Program)

STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT

SUBPART F – DEFINITIONS

All terms used in this Contract shall be those as defined in applicable federal and state law (Public Law 117-2, Section 2912, Public Law 116-260, Section 533, and Government Code Section 12087.2) and regulation (see 45 CFR Part 75 and 22 CCR § 100800 et seq.), or as more specifically defined as:

Administrative Costs: Actual costs for auxiliary functions such as salaries, wages, workers compensation, and fringe benefits for administrative staff, facilities, utilities, office and computer equipment, telephone, travel, accounting, auditing, monitoring assistance, office supplies, and like services necessary to sustain the direct effort involved in administering a grant program or an activity providing services to the grant program. Includes incurred costs associated with participation and attendance to policy advisory committee meetings and workgroups.

Contract: The complete contents of this contract entered into by and between CSD and Contractor, including all rights, duties, and obligations, whether expressed or implied, required toward the legal performance of the terms hereof.

Amendment: A formal change to the Contract of a material nature including but not limited to the term, scope of work, or name change of one of the Parties, or a change of the maximum amount of this Contract.

Authorized Agent: The duly authorized representative of the Board of Directors of Contractor and duly elected or appointed, qualified, and acting officer of CSD. In the case of Contractor, CSD shall be in receipt of board resolution affirming an agent's representative capacity to bind Contractor to the terms of this Contract.

CSD Program Advisory (CPA): The purpose of the CPA is to provide information, correct problems, contradictions and uncertainty. A CPA serves as short-term guidance to inform or direct immediate action to correct a problem or provide relief from an obligation.

CSD Program Notice (CPN): The purpose of the CPN is to supplement contractual requirements and facilitate program implementation. A CPN serves as long term guidance to summarize or interpret regulations or contract requirements.

Categorically Eligible: Certain households will be determined “categorically eligible” to participate in LIHWAP without consideration for income, as long as the household meets all the eligibility criteria. This policy only applies to households receiving CalWORKs, CalFresh or LIHEAP (within 120 days of the LIHEAP certification date).

Attachment: 2021 LIHWAP FINAL Contract 4.8.22 (RES-2022-292 : 2021 LIHWAP 21Z-9560 Contract for Water Assistance Program)

STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT

Certification Date: The date the applicant is deemed eligible, and the agency commits to provide services. The certification date should not be before the intake date.

Certified Translator: A translator that has been certified to translate a specific language and are often members of a professional translation association such as American Translators Association and American Literary Translators Association, etc.

Children: Members of a household who have not attained their 19th birthday.

Contractor: The entity (partnership, corporation, agency, or association) designated on the face sheet (STD. 213) of this Contract.

CORE: Combined Output Reporting Engine (CORE) System: Software used by CSD's Local Service Providers to submit Utility Assistance, Wood, Propane, and Oil transaction records for validation and further processing.

Created On Date: The date the application/record is transferred into CORE. This date is automatically generated by CORE when a record is uploaded.

CSD: The State of California Department of Community Services and Development.

CSD's Third-Party Funds Disbursement Partner: CSD has contracted with a third-party funds disbursement partner, HORNE, LLP, to establish and enroll water service providers into a formal Direct Pay Agreement and the management of payments to enrolled water systems.

Database Transfer: A method wherein contractors utilize a local database platform to provide CSD with downloaded client and other program data.

Direct Pay Program: The Direct Pay Program requires Water Service Providers to enroll into a Direct Payment Agreement with CSD's Third Party Disbursement Partner, HORNE, LLP. The Direct Pay Agreement ensures HORNE, LLP is able to disburse payments to the Water Service Providers in accordance with state and federal requirements.

DOE: The United States (U.S.) Department of Energy that provides funds for the Weatherization Assistance Program for Low-Income Persons. This program is authorized by Title IV of the Energy Conservation and Production Act (Pub. L. 94-385). The federal regulations for this program are in 10 CFR Part 440.

Electric File: The term "electronic file" means a contract or other record created, generated, sent, communicated, received, or stored by electronic means.

Attachment: 2021 LIHWAP FINAL Contract 4.8.22 (RES-2022-292 : 2021 LIHWAP 21Z-9560 Contract for Water Assistance Program)

STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT

Equipment Costs: Actual costs associated with the purchase of office equipment under $10,000 per unit used for the purpose of delivery of program services. Purchases must follow all federal and state rules and regulations governing HHS awards pertaining to procurement standards.

General Operating Costs: Costs that are directly allocable to those costs defined as related facilities, office and computer equipment, office supplies, telephone and travel as allowable program costs.

Intake: Includes, but is not limited to, the process of completing an intake form and reviewing applicant documentation in order to verify eligibility.

Intake Date: The date the agency receives or accepts the application.

Interest Income: The interest earned by a Contractor directly generated or earned as a result of unexpended LIHWAP grant funds at the end of a contract term period. The interest earned by a Contractor is income generated as a result of depositing federal funds in an interest-bearing account.

Liability Insurance: Insurance coverage to protect against claims alleging one's negligence or inappropriate action resulting in bodily injury or property damage. Related costs shall mean those actual costs allocated for insurance bonds, general liability insurance, and pollution occurrence insurance. Pollution occurrence insurance is optional.

Maximum Amount: The dollar amount reflected on line 3 of the face sheet (STD 213) of this Contract, as amended to reflect the Final Allocation for the term of this Contract.

Modification: An immaterial change to this Contract that does not require an Amendment.

Non-assisted Clients: The number of clients who returned an application to the agency for LIHWAP that were denied services, and the number of applications distributed by an agency. This does not include applications taken from the agency's partners, websites (CSD, local agency or agency's partner's website) if they cannot be quantified.

Nonprofit charitable organization: Is defined by the U.S. Tax Code as a 501(c) (3). Section 501(c) (3) is a tax law provision granting exemption from the federal income tax to nonprofit organizations. 501(c)(3) exemptions apply to corporations, and any community chest, fund, or foundation, organized and operated exclusively for religious, charitable, scientific, testing for public safety, literary, or educational purposes, or to foster national or international amateur sports competition, or for the prevention of cruelty to children or animals.

SUBPART F - Definitions

Attachment: 2021 LIHWAP FINAL Contract 4.8.22 (RES-2022-292 : 2021 LIHWAP 21Z-9560 Contract for Water Assistance Program)

STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT

Outreach and Its Related Costs: Outreach activities are designed to ensure that eligible households, especially employment impacted households with elderly and/or disabled individuals with high home energy burdens, are made aware of the assistance available. Costs relating to these activities may include: developing outreach materials (flyer/brochure information packets), advertising costs, printing costs, outreach mailers to targeted households, travel to outreach sites and related facilities, site costs, and the referral of eligible households to assistance providers in the community. Intake and assisting with the completion of an intake form are not considered outreach or a related cost.

Parties: CSD on behalf of the State of California, and the Contractor.

Program: LIHWAP services provided under Public Law 117-2, Section 2912, Public Law 116-260, Section 533, and Government Code Section 12087.2, as amended.

Program Income: Program income means gross income earned by Contractor that is directly generated by a supported activity or earned as a result of the Federal award during the period of performance except as provided in 45 CFR § 75.307 paragraph (f). "During the period of performance" is the time between the time in which the CSD may incur new obligation to carry out the work authorized under the award.

State: The State of California Department of Community Services and Development.

Subcontractor: An entity (partnership, corporation, association, agency, or individual) that enters into a separate contract or agreement with Contractor to fulfill direct program or administrative tasks in support of this Contract.

Subcontract: A separate contract or agreement entered into by and between Contractor and Subcontractor to fulfill direct program or administrative tasks in support of this Agreement.

Vendor: An individual, sole proprietorship, firm, partnership, corporation, or any other business venture from which materials and goods are supplied and purchased.

Water Assistance Allocation: The portion of the Contractor's grant retained by CSD to enable CSD's third-party funds disbursement partner to make payments to water service providers.

Water Services: The service provided to households for drinking water, wastewater, or stormwater service are referred to as "water services".

Workers' Compensation: Insurance that covers medical and rehabilitation costs and lost wages for employees injured at work. Workers' compensation shall mean those actual

Attachment: 2021 LIHWAP FINAL Contract 4.8.22 (RES-2022-292 : 2021 LIHWAP 21Z-9560 Contract for Water Assistance Program)

costs associated with workers' compensation coverage for program staff whose salaries and wages are chargeable under program costs.

Attachment: 2021 LIHWAP FINAL Contract 4.8.22 (RES-2022-292 : 2021 LIHWAP 21Z-9560 Contract for Water Assistance Program)

STANDARD AGREEMENT
PARTS I & II – ENTIRE CONTRACT

SUBPART G – TABLE OF FORMS

The following forms and documents are available on the CSD Providers' website at https://agencies.csd.ca.gov/home/Energy/Pages/Home.aspx.

H.1. Forms to be returned with signed contract:

A. Certification Regarding Lobbying/Disclosure of Lobbying Activities;

B. Agency Staff and Board Roster (CSD 188); and

C. Federal Funding Accountability and Transparency Act Report (CSD 279).

H.2 The following documents are hereby incorporated by this reference:

A. 2022 LIHWAP Numbers, Contractors, and Service Territories;

B. State Administrative Manual Section at http://sam.dgs.ca.gov/TOC/5300.aspx;

C. State Information Management Manual at http://www.cio.ca.gov/Government/IT_Policy/SIMM.html;

D. Supplemental Audit Guide at https://agencies.csd.ca.gov/home/Energy/Pages/Resources.aspx;

Attachment: 2021 LIHWAP FINAL Contract 4.8.22 (RES-2022-292 : 2021 LIHWAP 21Z-9560 Contract for Water Assistance Program)

State of California-Health and Human Services Agency
DEPARTMENT OF COMMUNITY SERVICES AND DEVELOPMENT
2389 Gateway Oaks Drive, Suite 100, Sacramento, CA 95833
Telephone: (916) 576-7109 | Fax: (916) 263-1406
www.csd.ca.gov

DAVID SCRIBNER
DIRECTOR

GAVIN NEWSOM
GOVERNOR

Attachment: 01. Contract Packet (RES-2022-292 : 2021 LIHWAP 21Z-9560 Contract for Water Assistance Program)

Dear Executive Director:

On May 28, 2021, the U.S. Department of Health and Human Services released funding to implement the Low Income Household Water Assistance Program (LIHWAP) under the Consolidated Appropriations Act (CAA) and the American Rescue Plan Act (ARPA), which were signed into law on December 27, 2020, and March 11, 2021, respectively.

The Department of Community Services and Development (CSD) received one time LIHWAP CAA and ARPA grant awards totaling $116,496,312 to provide financial assistance to low-income households who have struggled to make water, wastewater, and/or stormwater payments prior to, and during, the COVID-19 pandemic.

CSD is releasing the LIHWAP contract which allocates $20,636,854 to the Local Service Provider (LSP) network for Administrative and Program Support costs. The Water Assistance Allocation of $87,372,235, as reflected on the Allocation Spreadsheet, will be held by CSD for the purpose of issuing household LIHWAP assistance payments to water service providers through CSD's third-party funds disbursement partner, HORNE.

Government Code Section 12087.2 prioritizes arrearages and establishes regular reporting to the Legislature regarding program implementation and progress with LIHWAP service delivery and grant expenditure. To comply with statutory requirements, the LIHWAP contract incorporates specific provisions for quarterly reporting (to assist CSD's compliance with state and federal reporting requirements) and eligibility requirements placing an emphasis on assisting households with the payment of past due balances for residential water and wastewater services. Based on a recommendation from the LIHWAP workgroup, CSD will consider a modification to LIHWAP program design to pay customer's current bills if the need for arrearage assistance declines as demonstrated by data submitted by LSPs.

The LIHWAP contract term is April 1, 2022 through August 31, 2023. To provide the maximum time period for LIHWAP intake and enrollment activities, CSD has streamlined the traditional close-out process and implemented deadlines for fiscal and beneficiary system reporting as outlined in Article 6.1 of the LIHWAP contract. LSPs should review this section to confirm due dates for completing Expenditure Activity Reporting System (EARS) monthly reports and adjustments as well as finalizing LIHWAP application submissions in the Combined Outcome Reporting Engine (CORE).

CSD is actively completing program updates to EARS and CORE systems and anticipates the EARS updates will be implemented by mid-April 2022 and CORE updates implemented on June 3, 2022. Eligibility training will take place in mid-to-late-April and a separate notification will be provided to the network once the training is scheduled.

A LIHWAP Resources Page has been developed on the Local Agencies Portal to assist your agency with accessing informational documents and past webinars on the LIHWAP program design, guidelines, system enrollment status, LSP system referral form, and the Housing and Urban Development utility allowances. The contract, contract supporting documents, and the LIHWAP start-up package are located on the Local Agencies Portal Contracts Page. Additionally, the Working Capital Advance and LSP Quarterly Report templates, both specific to LIHWAP, can be found under the Forms Page.

Attached is a contract checklist and other documentation required for execution of the LIHWAP contract. The contract packets must be completed and returned to CSD within 30 calendar days from the date of this letter for private nonprofit agencies and 45 calendar days for public agencies.

CSD looks forward to a continued productive partnership so that, together, we can effectively administer our critical programs and services designed to strengthen the economic security of vulnerable Californians.

Sincerely,



DAVID SCRIBNER
Director

Attachments

Attachment: 01. Contract Packet (RES-2022-292 : 2021 LIHWAP 21Z-9560 Contract for Water Assistance Program)

2021 LIHWAP Contract Checklist

General Comments and Requirements:

Please contact your assigned Field Operations Representative immediately for assistance if this Agreement requires corrections. Agencies are required to utilize DocuSign to sign this Agreement. Please fill out and submit CSD 489 (DocuSign Contact Update Form) if you have not yet initialized DocuSign® with the California Department of Community Services and Development (CSD).

Contract Packet:

The following completed documents/forms must be returned to CSD in the Agreement packet within 30 days (45 days for public agencies). Please use the checkboxes below to indicate the documents/forms are included:

- ☐ Contract Face Sheet (STD 213) signed by individual authorized on Board Resolution
- ☐ Federal Funding Accountability and Transparency Act (FFATA) Form
- ☐ Lobbying Form
- ☐ Insurance or Self-Insurance. Please attach current evidence of insurance if not already on file with CSD
- ☐ Board resolution. (Not applicable if a general board resolution has already been submitted and is not specific to the program, program year, or contract number, and does not contain any changes.)

Programmatic Contract Requirements (as applicable):

- ☐ Optional: CSD 143 Working Capital Advance (located under forms tab on the Local Agencies Portal). Submit the form to EARS.Reports@CSD.CA.GOV.

Please return completed contract packets within 30 days (45 days for public agencies) to:

All forms are located on the Forms page under the Energy Contract tab on the Local Agencies Portal at https://agencies.csd.ca.gov.

Attachment: 01. Contract Packet (RES-2022-292 : 2021 LIHWAP 21Z-9560 Contract for Water Assistance Program)

Department of Community Services and Development
CSD 279 (Rev. 1/2015)

Community Services and Development
Federal Funding Accountability and Transparency Act Report Form

Return with the Contract

As of October 1, 2010, CSD is required to comply with sub-award reporting requirements of the Federal Funding Accountability and Transparency Act (FFATA). CSD must file the FFATA sub-award report by the end of the month following the month in which CSD awards funds greater than or equal to $25,000 to any agency/service provider. In accordance with terms of the CSD agreement, agencies are required to provide the information requested in this form on or before the above due date. Failure to timely submit the completed form may result in "high-risk" designation and/or imposition of additional special terms and conditions on the agency's eligibility for CSD funds.

Please e-mail completed report forms to your respective program e-mail address listed below:

Department of Energy Weatherization Assistance Program: Wx@csd.ca.gov

Community Services Block Grant: CSBGDIV@csd.ca.gov

Lead Hazard Control: LEADGrants@csd.ca.gov

Low Income Home Energy Assistance Program: Wx@csd.ca.gov

NOTE: If your agency receives multiple Community Services and Development (CSD) awards under various programs (i.e., Community Services Block Grant (CSBG), Weatherization Assistance Program (WX), Lead Hazard Control Program (LHCP), Low-Income Home Energy Assistance Program), *complete a separate form for each program* .

AGENCY/SUB-AWARDEE INFORMATION				
Agency Name				
Program Type ***(check one)***	☐ CSBG	☐ LIHWAP	☐ LIHEAP	☐ DOE WAP
Contract #(s) *(list all active contracts for the selected program)*				
Contract Period(s) *(mm/dd/yy - mm/dd/yy)*				
Agency Unique Identifier (DUNS Number)				
Agency Primary Contact Information *(person responsible for completing this form)*	Name:			
	Title			
	E-mail:			
	Phone:			
Location of Agency	Mailing Address:			
	State:			
	Zip + 4 digits (+4 digit is required)			
	U.S. Congressional District:			
	State Assembly District:			
	State Senate District:			

Attachment: 01. Contract Packet (RES-2022-292 : 2021 LIHWAP 21Z-9560 Contract for Water Assistance Program)

Department of Community Services and Development
CSD 279 (Rev. 1/2015)

Place of Performance *(where program funds are primarily spent, if different from agency location above)*	Street Address:	
	State:	
	Zip + 4 digits (+4 digit is required)	
	U.S. Congressional District:	
	State Assembly District:	
	State Senate District:	

Agency (Sub-Awardee) Executive Compensation Reporting	Is more than 80% of your agency's annual gross revenue from the Federal government? ☐ Yes ☐ No (If YES, continue to the next question. If NO, you are now finished completing this form.)
	Does your agency's total annual federal funding exceed $25 million? ☐ Yes ☐ No (If YES, continue to the next question. If NO, you are now finished completing this form.)
	Is your agency one of the entities described below? ☐ Yes ☐ No ▪ A tax-exempt nonprofit entity required to file an annual Form 990 return with the Internal Revenue Service (IRS). ▪ A publicly owned corporation required to file annual reports with the Securities and Exchange Commission (SEC).
	(If NO, please list the names and compensation of your agency's top five highest compensated employees in the spaces below. If YES, you are now finished completing this form.)

Five Highest Compensated Executives/Employees	Name	
	Compensation	
	Name	
	Compensation	
	Name	
	Compensation	
	Name	
	Compensation	
	Name	
	Compensation	

Attachment: 01. Contract Packet (RES-2022-292 : 2021 LIHWAP 21Z-9560 Contract for Water Assistance Program)

Description of Information Requested

Place of Performance

Address represents where the prime recipient is performing the majority of work funded. If the award funds multiple projects in different locations, then an address such as a city hall or county seat may be the most appropriate if it represent where the majority of funds are being used.

Agency/Sub-Awardee Executive Compensation Reporting

Sub-awardees must report the total compensation and names of the top five executives in the organization if:

a) More than 80% of the annual gross revenues are from the Federal government, and those revenues are greater than $25 million annually; and

b) Compensation information is not readily available through reporting to the to the IRS on a Form 990 (section 6104 of the Internal Revenue Code of 1986), or through reporting to Securities and Exchange Commission (SEC). SEC reporting is required for publicly owned/traded corporations.

Exemptions: Refer to 2 CFR Part 170 for exemption criteria. http://www.gpo.gov/fdsys/pkg/CFR-2012-title2-vol1/pdf/CFR-2012-title2-vol1-part170.pdf

Additional Resources

Unique Identifier (DUNS Number)	
The Data Universal Numbering System (DUNS) is the widely used system for identifying business entities on a location specific basis. The DUNS number remains with the company location to which it has been assigned even if it closes and goes out of business.	https://iupdate.dnb.com/iUpdate/companylookup.htm
Zip Code + 4 Digit Zip	
Use the United States Postal Service website to identify your +4 digit zip	https://tools.usps.com/go/ZipLookupAction!input.action
Congressional District	
Use the following sites to identify your congressional district	
U.S. Congressional District	http://www.house.gov/representatives/find/
State Assembly and Senate District	http://findyourrep.legislature.ca.gov/
Reporting Requirement Regulations	
The Federal Funding Accountability and Transparency Act of 2006	http://www.gpo.gov/fdsys/pkg/PLAW-109publ282/html/PLAW-109publ282.htm
FFATA Subaward Reporting System (FSRS) website	https://www.fsrs.gov/

Attachment: 01. Contract Packet (RES-2022-292 : 2021 LIHWAP 21Z-9560 Contract for Water Assistance Program)

CERTIFICATION REGARDING LOBBYING

DEPARTMENT OF HEALTH AND HUMAN SERVICES
FAMILY SUPPORT ADMINISTRATION

PROGRAM: Low-Income Household Water Assistance Program (LIHWAP)

PERIOD: April 1, 2022 through August 31, 2023

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award document for subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Title	**Signature**
Agency/Organization	**Date**

Attachment: 01. Contract Packet (RES-2022-292 : 2021 LIHWAP 21Z-9560 Contract for Water Assistance Program)

Approved by OMB
0348-0046

DISCLOSURE OF LOBBYING ACTIVITIES

Complete the form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

1. Type of Federal Action:	2. Status of Federal Action:	3. Report Type:
☐ a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	☐ a. bid/offer/application b. initial award c. post-award	☐ a. initial filing b. material change For Material Change Only: year _____ quarter date of Last report

4. Name and Address of Reporting Entity:	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:
☐ Prime ☐ Subawardee Tier _____, *if known:* Congressional District, *if known:*	Congressional District, *if known:*
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, *If applicable:*
8. Federal Action Number, *if known:*	9. Award Amount, *if known:* $
10. a. Name address of Lobbying Entity *(if individual, last name, first, name, MI):*	b. Individuals Performing Services *(including address if different from No. 10a) (last name, first name, MI):*

(attach Continuation Sheet(s) SF-LLL-A, *if necessary*)

11. Amount of Payment *(check all that apply)*:	13. Type of Payment *(check all that apply)*:
$ _____ ☐ actual ☐ planned	☐ a. retainer ☐ b. one-time fee ☐ c. commission ☐ d. contingent fee ☐ e. deferred ☐ f. other; specify:
12. Form of Payment *(check all that apply)*: ☐ a. cash ☐ b. in-kind; specify: nature value	

14. Brief Description of Services Performed or to be Performed and Date(s) of Services, including officer(s), employee(s), or Member(s), contacted, for Payment indicated in Item 11:

(attach Continuation Sheet(s) SF-LLL-A, *if necessary*)

15. Continuation Sheet(s) SF-LLL-A attached: ☐ Yes ☐ No

16	
Information requested through this form is authorized by Title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1353. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty for not less than $10,000 and not more than $100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____

Federal Use Only:	Authorized for Local Reproductions Standard Form – LLL

Attachment: 01. Contract Packet (RES-2022-292 : 2021 LIHWAP 21Z-9560 Contract for Water Assistance Program)

DISCLOSURE OF LOBBYING ACTIVITIES

CONTINUATION SHEET

Approved by OMB
0348-0046

Reporting Entity: _____ Page _____ of

Attachment: 01. Contract Packet (RES-2022-292 : 2021 LIHWAP 21Z-9560 Contract for Water Assistance Program)

Authorized for Local Reproduction
Standard Form - LLL-A

INSTRUCTION FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIE

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identity the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, state and ZIP Code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in Item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full name of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).

11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.

12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.

13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.

14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.

15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.

16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering, and maintaining the data needed, and completing and reviewing the collection o information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions fo reducing this burden, to the Office of Management and Budgets. Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

Attachment: 01. Contract Packet (RES-2022-292 : 2021 LIHWAP 21Z-9560 Contract for Water Assistance Program)

LIHWAP CAA & ARPA ALLOCATION SPREADSHEET

State of California
Department of Community Services and Development
Total 2021 LIHWAP Allocations
Facesheet

	County/Service Territory	Contract Number	Admin & Support: Admin	Admin & Support: Program Support	Admin & Support: Total Agency Contract	Water Assistance (WA)*	Total Agency Allocation
1	Alameda County - Spectrum Community Services, Inc.	21W-9001	457,568	610,091	1,067,659	4,575,682	5,643,341
2	Amador/Tuolumne Service Territory - Amador-Tuolumne CAA						
	Amador County		7,685	10,247	17,932	76,850	94,782
	Calaveras County		10,616	14,155	24,771	106,163	130,934
	Tuolumne County		17,167	22,889	40,056	171,671	211,727
	Service Territory Total	21Z-9550	35,468	47,291	82,759	354,684	437,443
3	Butte County - CAA of Butte County, Inc.	21Z-9551	69,291	92,387	161,678	692,906	854,584
4	Colusa Service Territory - Glenn County Community Action Department						
	Colusa County		9,434	4,865	14,299	36,484	50,783
	Glenn County		19,879	10,249	30,128	76,870	106,998
	Trinity County		9,150	4,718	13,868	35,383	49,251
	Service Territory Total	21Z-9552	38,463	19,832	58,295	148,737	207,032
5	Contra Costa Co. - Contra Costa Employment & Human Services Dept/CSB	21W-9002	161,334	215,112	376,446	1,613,343	1,989,789
6	Del Norte County - Del Norte Senior Center, Inc.	21Z-9553	19,649	6,722	26,371	50,419	76,790
7	El Dorado Service Territory - El Dorado Co. Health & Human Services Agency						
	Alpine County		1,915	1,138	3,053	8,533	11,586
	El Dorado County		65,819	39,088	104,907	293,161	398,068
	Service Territory Total	21Z-9554	67,734	40,226	107,960	301,694	409,654
8	Fresno County - Fresno County Economic Opportunities Commission	21W-9003	227,307	303,076	530,383	2,273,072	2,803,455
9	Humboldt Service Territory - Redwood CAA						
	Humboldt County		45,136	60,181	105,317	451,357	556,674
	Service Territory Total	21W-9004	45,136	60,181	105,317	451,357	556,674
10	Imperial Service Territory - Campesinos Unidos, Inc.						
	Imperial County		64,330	85,774	150,104	643,305	793,409
	San Diego County - Area A		547,217	729,623	1,276,840	5,472,176	6,749,016
	Service Territory Total	21W-9005	611,547	815,397	1,426,944	6,115,481	7,542,425
11	Inyo Service Territory - Inyo Mono Advocates for Community Action, Inc.						
	Inyo County		12,147	4,177	16,324	31,331	47,655
	Mono County		7,599	2,613	10,212	19,600	29,812
	Service Territory Total	21Z-9555	19,746	6,790	26,536	50,931	77,467
12	Kern County - Community Action Partnership of Kern	21Z-9556	230,185	306,913	537,098	2,301,846	2,838,944
13	Kings County - Kings Community Action Organization, Inc.	21Z-9557	49,468	27,498	76,966	206,239	283,205
14	Lake Service Territory - North Coast Energy Services, Inc.						
	Lake County		23,196	30,928	54,124	231,956	286,080
	Mendocino County		31,385	41,846	73,231	313,848	387,079
	Napa County		23,092	30,790	53,882	230,923	284,805
	Solano County		72,143	96,190	168,333	721,428	889,761
	Sonoma County		87,715	116,953	204,668	877,146	1,081,814
	Yolo County		69,212	92,282	161,494	692,119	853,613
	Service Territory Total	21W-9006	306,743	408,989	715,732	3,067,420	3,783,152
15	Lassen County - Lassen Economic Development Corporation	21Z-9558	19,750	6,794	26,544	50,951	77,495
	Los Angeles County						
16	Area A - Maravilla Foundation	21W-9007	966,652	1,288,870	2,255,522	9,666,495	11,922,017
17	Area B - Pacific Asian Consortium in Employment	21W-9008	822,180	1,096,241	1,918,421	8,221,804	10,140,225
18	Area C - Long Beach Community Action Partnership	21W-9009	649,183	865,577	1,514,760	6,491,832	8,006,592
19	Madera County - Community Action Partnership of Madera County, Inc.	21W-9010	49,649	66,199	115,848	496,489	612,337
20	Marin County - Community Action Marin	21Z-9559	67,453	46,795	114,248	350,965	465,213
21	Mariposa County - Mariposa County Human Services Department	21Z-9560	23,193	9,192	32,385	68,941	101,326
22	Merced County - Merced County CAA	21W-9011	68,487	91,315	159,802	684,866	844,668

Attachment: 01. Contract Packet (RES-2022-292 : 2021 LIHWAP 21Z-9560 Contract for Water Assistance

LIHWAP CAA & ARPA ALLOCATION SPREADSHEET

State of California
Department of Community Services and Development
Total 2021 LIHWAP Allocations
Facesheet

	County/Service Territory	Contract Number	Admin & Support: Admin	Admin & Support: Program Support	Admin & Support: Total Agency Contract	Water Assistance (WA)*	Total Agency Allocation
23	Modoc - T.E.A.C.H. Inc.	21Z-9561	14,924	3,431	18,355	25,734	44,089
24	Orange County - Community Action Partnership of Orange County	21W-9012	424,580	566,107	990,687	4,245,799	5,236,486
25	Placer Service Territory - Project GO, Inc.						
	Nevada County		23,351	31,134	54,485	233,507	287,992
	Placer County		55,517	74,023	129,540	555,170	684,710
	Service Territory Total	21Z-9562	78,868	105,157	184,025	788,677	972,702
26	Plumas Service Territory - Plumas Co. Community Development Commission						
	Plumas County		14,418	4,262	18,680	31,966	50,646
	Sierra County		2,951	872	3,823	6,544	10,367
	Service Territory Total	21Z-9563	17,369	5,134	22,503	38,510	61,013
27	Riverside County - Community Action Partnership of Riverside County	21Z-9564	352,570	470,094	822,664	3,525,703	4,348,367
28	Sacramento Service Territory - Community Resource Project, Inc.						
	Sacramento County		346,315	461,754	808,069	3,463,151	4,271,220
	Sutter County		21,897	29,196	51,093	218,967	270,060
	Yuba County		11,302	15,069	26,371	113,016	139,387
	Service Territory Total	21Z-9565	379,514	506,019	885,533	3,795,134	4,680,667
29	San Benito Co. - HHSA, Comm. Svcs. & Wkfs. Dev.	21Z-9566	34,053	16,758	50,811	125,685	176,496
30	San Bernardino County - Community Action Partnership of San Bernardino Co.	21Z-9567	517,495	689,993	1,207,488	5,174,952	6,382,440
31	San Diego County - Area B - Metropolitan Area Advisory Committee	21Z-9568	318,951	425,268	744,219	3,189,514	3,933,733
32	San Joaquin Co. - San Joaquin Co. Dept. of Aging & Community Services	21Z-9569	164,018	218,691	382,709	1,640,179	2,022,888
33	San Luis Obispo Co. - Community Action Partnership of San Luis Obispo Co., Inc.	21W-9013	63,986	85,315	149,301	639,863	789,164
34	Santa Barbara Co. - Community Action Commission of Santa Barbara County	21Z-9570	147,044	196,059	343,103	1,470,445	1,813,548
35	Santa Clara Co. - Sacred Heart Community Service	21Z-9571	375,412	500,550	875,962	3,754,121	4,630,083
36	Santa Cruz Service Territory - Central Coast Energy Services, Inc.						
	Monterey County		168,256	224,341	392,597	1,682,558	2,075,155
	San Francisco County		211,584	282,112	493,696	2,115,841	2,609,537
	San Mateo County		108,480	144,640	253,120	1,084,801	1,337,921
	Santa Cruz County		100,105	133,474	233,579	1,001,055	1,234,634
	Service Territory Total	21Z-9572	588,425	784,567	1,372,992	5,884,255	7,257,247
37	Shasta/Tehama Service Territory - Self-Help Home Improvement Project, Inc.						
	Shasta County		31,473	41,964	73,437	314,729	388,166
	Tehama County		12,556	16,741	29,297	125,560	154,857
	Service Territory Total	21W-9014	44,029	58,705	102,734	440,289	543,023
38	Siskiyou County - Great Northern Services	21Z-9573	31,106	14,705	45,811	110,291	156,102
39	Stanislaus County - Central Valley Opportunity Center, Incorporated	21Z-9574	150,959	201,278	352,237	1,509,589	1,861,826
40	Tulare County - Community Services & Employment Training, Inc.	21Z-9575	128,694	171,592	300,286	1,286,940	1,587,226
41	Ventura County - Community Action of Ventura County, Inc.	21Z-9576	149,040	198,720	347,760	1,490,401	1,838,161
	TOTALS		8,987,223	11,649,631	20,636,854	87,372,235	108,009,089

** All WA direct services funds are in contract 21S-6007 (HORNE, LLP); These amounts are for budgeting in CORE*

Attachment: 01. Contract Packet (RES-2022-292 : 2021 LIHWAP 21Z-9560 Contract for Water Assistance

MARIPOSA COUNTY

Health and Human Services · (209) 966-2000

RESOLUTION - ACTION REQUESTED 2022-293

MEETING: May 10, 2022

TO: The Board of Supervisors

FROM: Joe Lynch, Health & Human Services Agency Director

RE: Approve CDPH CORD Data Use Agreement

RECOMMENDATION AND JUSTIFICATION:
Approve a Data Use Agreement Between Mariposa County Health & Human Services Agency and California Department of Public Health for the COVID-19 Outreach Rapid Deployment Platform; and Authorize the Board of Supervisors Chair to Sign the Agreement.

COVID-19 Outreach Rapid Deployment (CORD) is a digital platform designed to inform, facilitate, and track current outreach efforts. This hub acts as a central location for data sets, outreach materials, and toolkits related to the COVID-19 Outreach campaign. CORD can also be used to highlight any gaps in communities where outreach efforts can be concentrated. Resources and Help features allow users to access training and submit support requests directly to the CORD team.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
There is currently no background or history with this item.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
The County will not have access to COVID-19 health data and statistics through this platform.

FINANCIAL IMPACT:
There will be no financial impact for signing this agreement.

ATTACHMENTS:
CORD Agreement for LHJs- Mariposa (PDF)

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

REF ID# 12837

California Department of Public Health
California COVID-19 Outreach and Rapid Deployment (CORD)
Data Use Agreement

This Agreement is made and entered into on _____ by and between the **California Department of Public Health** ("CDPH") and **Mariposa**("LHJ") hereinafter jointly referred to as "Parties" and each individually as a "Party."

WHEREAS, as a public service, CDPH, the Labor and Workforce Development Agency, California Department of Social Services, and other State agencies, publish data, data tables, information, content, files, documents, and material on the California COVID-19 Outreach and Rapid Deployment ("CORD") Platform;

WHEREAS, all data published on CORD is de-identified in accordance with the Data De-Identification Guidelines of the California Health and Human Services Agency and is provided "as is" and on an "as available" basis; and

WHEREAS, LHJ wishes to access, and CDPH wishes to provide access to CORD.

NOW THEREFORE, it is agreed as follows:

1. CDPH shall provide LHJ with access to CORD, including the ability to upload and report outreach and education activities, conducted by the jurisdiction or their designee(s) using the form located at: http://www.cord.report.
2. LHJ agrees to only use data obtained from CORD in a manner that has been approved by CDPH. This includes not altering any dashboards or other materials permissibly downloaded from CORD.
3. LHJ understands CORD may contain links to third-party sites, service providers, or features that are not owned or controlled by CDPH or any other California State Agency. Neither CDPH nor any other California State Agency is responsible or liable for any third-party sites, services, or features. Such links do not imply approval of the links' destinations, warrant the accuracy of any information in those destinations, or constitute endorsement of the entities to whose sites the links are made, or the opinions expressed therein.
4. The Parties agree that CORD will not collect, store, or exchange any identifiable information.
5. LHJ agrees not to attempt to combine CORD data with other data in order to make such data identifiable.
6. LHJ understands that CDPH strives to provide accurate and current data through CORD, however, LHJ understands the information is provided "as is" and on an "as available" basis and CDPH cannot vouch for the accuracy or currency of the content. LHJ agrees to report either errors or omissions in the data, or abuse or misuse of the CORD platform by emailing support@cacovidoutreach.supportsystem.com or creating a ticket at https://www.cord.support.

Attachment: CORD Agreement for LHJs- Mariposa (RES-2022-293 : Approve CDPH CORD Data Use Agreement)

7. The Parties agree the Health Insurance Portability and Accountability Act of 1996 (HIPAA) does not apply to either CORD or this Agreement and neither the LHJ nor CDPH shall constitute a "business associate" within the meaning of HIPAA with respect to one another for purposes of this Agreement.

8. LHJ shall establish, or cause its contractors to establish, appropriate and reasonable administrative, technical, and physical safeguards to ensure security, confidentiality and availability of the CORD data.

9. LHJ shall provide training on its obligations under this Agreement, at its own expense, to all workforce members who assist in the performance of obligations under this Agreement, or other use or disclosure of CORD data.

10. This Agreement begins on the date - on which both Parties have signed and continues until the earlier of (i) CDPH's decision to shut down CORD, or (ii) two (2) years. This Agreement automatically renews for subsequent one (1) year terms, unless either Party notifies the other Party of its intent not to renew, however in no event shall the term of this Agreement exceed ten (10) years.

11. CDPH reserves the right to immediately terminate LHJ's access to CORD if LHJ breaches a material term of this Agreement. Upon termination of access, CDPH will electronically send LHJ a notice explaining the cause for which their access was terminated. LHJ will be given an opportunity to cure the breach and if the LHJ is unable or unwilling to cure the breach, CDPH will terminate the Agreement immediately.

12. CDPH reserves the right to terminate this Agreement, without cause, upon twenty-four (24) hours' written notice.

13. This Agreement expresses all understandings of the Parties concerning all matters covered and shall constitute the entire Agreement, whether by written or verbal understanding of the Parties, their officers, agents or employees. No change or revisions shall be valid unless made in the form of a written amendment to this Agreement that is formally approved and executed by all the Parties.

14. This Agreement shall be binding upon the Parties and inure to the benefit of any successor entity which may assume the obligations of any Party. However, no assignment of this Agreement or of the rights and obligations hereunder shall be valid without the prior written consent of the other Party.

15. This Agreement does not, and is not intended to, confer any rights or remedies upon any person or entity other than the Parties.

16. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together will constitute one and the same instrument. The Parties agree that an electronic copy of a signed contract, or an electronically signed contract, shall have the same force and legal effect as a contract executed with an original ink signature. The term "electronic copy of a signed contract" refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed contract in a portable document format. The term "electronically signed contract" means a contract that is executed by applying an electronic signature using technology approved by the Parties.

IN WITNESS WHEREOF, each Party has caused this Agreement to be subscribed on its behalf by its respective duly authorized officers, on the day, month and year noted.

CDPH

_____ _____
_____ Date
_____
_____
_____
_____

LHJ

_____ _____
_____ [Rosemarie Smallcombe] Date
_____ [Board of Supervisors Chair]
_____ [Mariposa County]
_____ [PO BOX 784]
_____ [Mariposa, CA 95338]
_____ [rsmallcombe@mariposacounty.org]

Attachment: CORD Agreement for LHJs- Mariposa (RES-2022-293 : Approve CDPH CORD Data Use Agreement)

MARIPOSA COUNTY

HHS/Public Health · (209) 966-2000

RESOLUTION - ACTION REQUESTED 2022-294

MEETING: May 10, 2022

TO: The Board of Supervisors

FROM: Joe Lynch, Health & Human Services Agency Director

RE: Approve Acceptance of Award for DIS Workforce Grant

RECOMMENDATION AND JUSTIFICATION:
Approve an Agreement with California Department of Public Health (CDPH) in an Amount Not to Exceed $511,920 for the Acceptance of DIS Workforce Development Grant Funding; Authorize the Director of Mariposa County Health and Human Services Agency (HHSA) to Sign the Agreement, and Certification Documents; and Implement the Associated Activities, as Stipulated in Grant Agreement by CDPH.

The Director of Health and Human Services is required to sign by the State of California CDPH.

HHSA plans to conduct activities necessary to expand, train, and sustain a response-ready disease intervention specialist (DIS) workforce.

The California Department of Public Health (CDPH), Sexually Transmitted Disease Control Branch (STDCB) is pleased to announce the availability of approximately $10 million in Centers for Disease Control and Prevention (CDC) Federal Funds starting in fiscal year (FY) 2021-22 for the support of governmental public health response to COVID-19 and other infectious diseases. Funding is intended to hire personnel to address projected jurisdictional sexually transmitted disease (STD), HIV, COVID-19, and other infectious disease prevention and response needs over the performance period. Hiring priority should be given to front-line public health workforce (DIS and DIS supervisors) with secondary focus on roles that support the success of frontline DIS response and outbreak efforts.

CDPH has allocated $511,920 to the County of Mariposa for implementation of program activities. The funding term for this allocation is July 1, 2021 through December 31, 2025.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board does not have a prior history with CDPH for this specific funding allocation.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Without funding for DIS, HHSA will be forced to find alternative funding for hiring qualified staffing to address a vital area within public health treatment.

FINANCIAL IMPACT:
The new grant funding ($511,920) will pay the costs of the associated activities. There is no impact to the County General Fund

ATTACHMENTS:
21-10565-Mariposa DIS WFD Grant Agreement (rev 4-26-22) (PDF)
CCC - Rev April 2017 (PDF)
DGS OLS 04 - Rev Jan 2017 (PDF)
Mariposa-Letter of Intent (10-8-21) (PDF)

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

CALIFORNIA SEXUALLY TRANSMITTED DISEASE BRANCH
STD Program Management

Awarded By

THE CALIFORNIA DEPARTMENT OF PUBLIC HEALTH, hereinafter "Department"

TO

County of Mariposa, hereinafter "Grantee"

Implementing the "DIS Workforce Development," hereinafter "Project"

GRANT AGREEMENT NUMBER 21-10565

The Department awards this Grant and the Grantee accepts and agrees to use the Grant funds as follows:

AUTHORITY: The Department has authority to grant funds for the Project under Health and Safety Code, Section 131085(a).

PURPOSE: The Department shall award this Grant Agreement to and for the benefit of the Grantee; the purpose of the Grant is to conduct activities necessary to expand, train, and sustain a response-ready disease intervention specialist (DIS) workforce.

GRANT AMOUNT: The maximum amount payable under this Grant Agreement shall not exceed the amount of $511,920.

TERM OF GRANT AGREEMENT: The term of the Grant shall begin on July 1, 2021 and terminates on December 31, 2025. No funds may be requested or invoiced for services performed or costs incurred after December 31, 2025.

PROJECT REPRESENTATIVES. The Project Representatives during the term of this Grant will be:

California Department of Public Health		**Grantee: County of Mariposa**	
Name:	Karlo Estacio, Assistant Branch Chief STD Control Branch	Name:	Kristina Allen, Deputy Director
Address:	P.O. Box 997377, MS 7320	Address:	P.O. Box 99
City, ZIP:	Sacramento, CA 95899-7377	City, ZIP:	Mariposa, CA 95338
Phone:	(916) 552-9820	Phone:	(209) 966-6694
E-mail:	Karlo.Estacio@cdph.ca.gov	E-mail:	kallen@mariposacounty.org

Attachment: 21-10565-Mariposa DIS WFD Grant Agreement (rev 4-26-22) (RES-2022-294 : Approve Acceptance of Award for DIS Workforce

Direct all inquiries to the following representatives:

California Department of Public Health, STD Control Branch	**Grantee: County of Mariposa**
Attention: Christine Johnson, Grant Manager	Attention: Baljit Hundal
Address: P.O. Box 997377, MS 7320	Address: P.O. Box 99
City, Zip: Sacramento, CA 95899-7377	City, Zip: Mariposa, CA 95338
Phone: (916) 552-9796	Phone: (209) 966-2000
E-mail: Christine.Johnson@cdph.ca.gov	E-mail: bhundal@mariposacounty.org

All payments from CDPH to the Grantee; shall be sent to the following address:

Remittance Address	
Grantee:	**County of Mariposa**
Attention:	"Cashier": Randy Ridenhour
Address:	P.O. Box 99
City, Zip:	Mariposa, CA 95338
Phone:	(209) 742-0922
E-mail:	rridenhour@mariposacounty.org

Either party may make changes to the Project Representatives, or remittance address, by giving a written notice to the other party, said changes shall not require an amendment to this agreement but must be maintained as supporting documentation. Note: Remittance address changes will require the Grantee to submit a completed CDPH 9083 Governmental Entity Taxpayer ID Form or STD 204 Payee Data Record Form and the STD 205 Payee Data Supplement which can be requested through the CDPH Project Representatives for processing.

Attachment: 21-10565-Mariposa DIS WFD Grant Agreement (rev 4-26-22) (RES-2022-294 : Approve Acceptance of Award for DIS Workforce

STANDARD GRANT PROVISIONS. The Grantee must adhere to all Exhibits listed and any subsequent revisions. The following Exhibits are attached hereto or attached by reference and made a part of this Grant Agreement:

Exhibit A AWARD LETTER, FUNDING ALLOCATIONS/ALLOCATION PROCESS

Note: Once the Grant Agreement has been fully executed, request for modifications/changes thereafter to the existing grant activities can be made by written notice by either party and must be approved by CDPH. This process does not require a formal amendment but must be agreed to by both parties in writing. Copies must be maintained by both parties. Such modifications/changes must be made 30 days prior to implementation. A written amendment is required when there is an increase or decrease in funding or a change in the term of the agreement.

Exhibit B BUDGET DETAIL AND PAYMENT PROVISIONS

Exhibit C STANDARD GRANT CONDITIONS

Exhibit D ADDITIONAL PROVISIONS

Exhibit E INFORMATION PRIVACY AND SECURITY REQUIREMENTS

Exhibit F FEDERAL TERMS AND CONDITIONS

GRANTEE REPRESENTATIONS: The Grantee(s) accept all terms, provisions, and conditions of this grant, including those stated in the Exhibits incorporated by reference above. The Grantee(s) shall fulfill all assurances and commitments made in the application, declarations, other accompanying documents, and written communications (e.g., e-mail, correspondence) filed in support of the request for grant funding. The Grantee(s) shall comply with and require its contractors and subcontractors to comply with all applicable laws, policies, and regulations.

IN WITNESS THEREOF, the parties have executed this Grant on the dates set forth below.

Executed By:

Date: _____

Joe Lynch, Director
County of Mariposa
P.O. Box 99
Mariposa, CA 95338

Date: _____

Javier Sandoval, Chief
Contracts Management Unit
California Department of Public Health
1616 Capitol Avenue, Suite 74.262
P.O. Box 997377, MS 1800-1804
Sacramento, CA 95899-7377

Attachment: 21-10565-Mariposa DIS WFD Grant Agreement (rev 4-26-22) (RES-2022-294 : Approve Acceptance of Award for DIS Workforce

State of California—Health and Human Services Agency
California Department of Public Health

TOMÁS J. ARAGÓN, MD, DrPH
Director and State Public Health Officer

GAVIN NEWSOM
Governor

Exhibit A
Letter of Award

December 30, 2021

TO: CALIFORNIA LOCAL HEALTH JURISDICTIONS

SUBJECT: DISEASE INTERVENTION SPECIALIST WORKFORCE DEVELOPMENT GRANT

The California Department of Public Health (CDPH), Sexually Transmitted Disease Control Branch (STDCB) is pleased to announce the availability of approximately $10 million in Centers for Disease Control and Prevention (CDC) Federal Funds starting in fiscal year (FY) 2021-22 for the support of governmental public health response to COVID-19 and other infectious diseases.

This funding opportunity is made possible through a federal grant award the CDC has issued through a supplement to PS19-1901, Strengthening STD Prevention and Control for Health Departments (STD PCHD), Catalog of Federal Domestic Assistance (CFDA) #93.977. Counties of San Francisco and Los Angeles are separately funded under the STD PCHD grant and were not included in local health jurisdiction (LHJ) allocations described in this letter.

The overall goal of the funding is to develop, expand, train, and sustain the disease intervention specialists (DIS) workforce. Funding is intended to hire personnel to address projected jurisdictional sexually transmitted disease (STD), HIV, COVID-19, and other infectious disease prevention and response needs over the performance period. Hiring priority should be given to front-line public health workforce (DIS and DIS supervisors) with secondary focus on roles that support the success of frontline DIS response and outbreak efforts. For more information on the CDC DIS Workforce Development grant, please refer to the funding guidance at: https://www.cdc.gov/std/funding/pchd/development-funding.html.

Grantee activities will focus on the following key strategic targets:

- Increased capacity to conduct disease investigation
- Linkage to prevention and treatment
- Case management and oversight
- Outbreak response for STD, HIV, COVID-19 and other infectious diseases

Funding availability in subsequent fiscal years will be determined by satisfactory recipient performance and is subject to the availability of appropriated funds and federal award. These funds will be made available to support the DIS workforce development on a yearly basis from July 1, 2021 through December 31, 2025. The amount of annual funding was allocated through a non-competitive formula using the United States Census Community Resilience Estimates.

Attachment: 21-10565-Mariposa DIS WFD Grant Agreement (rev 4-26-22) (RES-2022-294 : Approve Acceptance of Award for DIS Workforce

A summary of the DIS workforce funding allocation process, including the final annual allocation amounts for specific jurisdictions are available at: DIS Workforce Development.

The funds must be used to provide allowable DIS workforce development activities at the local level. For guidance, please see Grant Activities at: DIS Workforce Development.

All grantees must adhere to the Grant Activities, and any subsequent revisions, along with all instructions, policy memoranda, or directives issued by CDPH/STDCB. CDPH/STCB will make any changes and/or additions to these guidelines in writing and, whenever possible, notification of such changes shall be made 30 days prior to implementation.

In order to receive these funds, you must return the following signed documents no later than close of business, **January 31, 2022**.

- Annual budgets for calendar years 2021 through 2025
- Completed CDPH 9083 form

The documents should be e-mailed to STDLHJContracts@cdph.ca.gov and include your agency's name in the subject line when you send the email to help us to easily identify which local health jurisdiction you represent. Please note that no funds are secured until the grant is fully executed.

We look forward to collaborating with you to support this expansion of the DIS workforce. If you have any questions, please feel free to contact Christine Johnson by e-mail at Christine.Johnson@cdph.ca.gov.

Sincerely,

Alexia McGonagle

Alexia McGonagle, Acting Chief
Business Operations Support Section
STD Control Branch

Enclosures

cc: Kathleen Jacobson, MD, Chief, STD Control Branch
Edwin Lopez, Chief, Disease Intervention Section, STD Control Branch
Jessica Frasure-Williams, Chief, Program Development Section, STD Control Branch
Cary Escovedo, Northern California Regional Capacity Building Coordinator, STD Control Branch
Michelle Gonzales, Southern California Regional Capacity Building Coordinator, STD Control Branch
Pike Long, Bay Area Regional Capacity Building Coordinator, STD Control Branch
Sophie Lyons, Central Inland Regional Capacity Building Coordinator, STD Control Branch

Attachment: 21-10565-Mariposa DIS WFD Grant Agreement (rev 4-26-22) (RES-2022-294 : Approve Acceptance of Award for DIS Workforce

Exhibit A
Funding Allocation

County/City	Year 1 Annual Award (7/1/21-12/31/21)	Year 2 Annual Award (1/1/22 - 12/31/22)	Year 3 Annual Award (1/1/23 - 12/31/23)	Year 4 Annual Award (1/1/24 - 12/31/24)	Year 5 Annual Award (1/1/25 - 12/31/25)	Total Five-Year Allocation
Alameda County* (excluding Berkeley)	$302,953	$302,953	$302,953	$302,953	$302,953	$1,514,76
Alpine County**	$100,143	$100,143	$100,143	$100,143	$100,143	$500,71
Amador County	$105,149	$105,149	$105,149	$105,149	$105,149	$525,74
City of Berkeley	$116,434	$116,434	$116,434	$116,434	$116,434	$582,17
Butte County	$130,729	$130,729	$130,729	$130,729	$130,729	$653,64
Calaveras County	$106,278	$106,278	$106,278	$106,278	$106,278	$531,39
Colusa County	$102,475	$102,475	$102,475	$102,475	$102,475	$512,37
Contra Costa County	$243,353	$243,353	$243,353	$243,353	$243,353	$1,216,76
Del Norte County	$102,976	$102,976	$102,976	$102,976	$102,976	$514,88
El Dorado County	$120,336	$120,336	$120,336	$120,336	$120,336	$601,68
Fresno County	$252,638	$252,638	$252,638	$252,638	$252,638	$1,263,19
Glenn County	$103,477	$103,477	$103,477	$103,477	$103,477	$517,38
Humboldt County	$116,968	$116,968	$116,968	$116,968	$116,968	$584,84
Imperial County	$130,516	$130,516	$130,516	$130,516	$130,516	$652,58
Inyo County	$102,480	$102,480	$102,480	$102,480	$102,480	$512,40
Kern County	$225,296	$225,296	$225,296	$225,296	$225,296	$1,126,48
Kings County	$120,080	$120,080	$120,080	$120,080	$120,080	$600,40
Lake County	$108,490	$108,490	$108,490	$108,490	$108,490	$542,45
Lassen County	$102,830	$102,830	$102,830	$102,830	$102,830	$514,15
City of Long Beach	$169,168	$169,168	$169,168	$169,168	$169,168	$845,84
Madera County	$121,451	$121,451	$121,451	$121,451	$121,451	$607,25
Marin County	$129,905	$129,905	$129,905	$129,905	$129,905	$649,52
Mariposa County	$102,384	$102,384	$102,384	$102,384	$102,384	$511,92
Mendocino County	$113,136	$113,136	$113,136	$113,136	$113,136	$565,68
Merced County	$136,814	$136,814	$136,814	$136,814	$136,814	$684,07
Modoc County	$101,122	$101,122	$101,122	$101,122	$101,122	$505,61
Mono County	$101,442	$101,442	$101,442	$101,442	$101,442	$507,21
Monterey County	$161,408	$161,408	$161,408	$161,408	$161,408	$807,04
Napa County	$120,548	$120,548	$120,548	$120,548	$120,548	$602,74
Nevada County	$112,670	$112,670	$112,670	$112,670	$112,670	$563,35
Orange County	$563,657	$563,657	$563,657	$563,657	$563,657	$2,818,28
City of Pasadena	$124,429	$124,429	$124,429	$124,429	$124,429	$622,14
Placer County	$145,278	$145,278	$145,278	$145,278	$145,278	$726,39
Plumas County	$102,882	$102,882	$102,882	$102,882	$102,882	$514,41
Riverside County	$420,089	$420,089	$420,089	$420,089	$420,089	$2,100,44
Sacramento County	$314,315	$314,315	$314,315	$314,315	$314,315	$1,571,57
San Benito County	$107,738	$107,738	$107,738	$107,738	$107,738	$538,69

Attachment: 21-10565-Mariposa DIS WFD Grant Agreement (rev 4-26-22) (RES-2022-294 : Approve Acceptance of Award for DIS Workforce

County/City	Year 1 Annual Award (7/1/21-12/31/21)	Year 2 Annual Award (1/1/22 - 12/31/22)	Year 3 Annual Award (1/1/23 - 12/31/23)	Year 4 Annual Award (1/1/24 - 12/31/24)	Year 5 Annual Award (1/1/25 - 12/31/25)	Total Five-Year Allocation
San Bernardino County	$378,476	$378,476	$378,476	$378,476	$378,476	$1,892,38
San Diego County	$523,452	$523,452	$523,452	$523,452	$523,452	$2,617,26
San Joaquin County	$210,741	$210,741	$210,741	$210,741	$210,741	$1,053,70
San Luis Obispo County	$136,267	$136,267	$136,267	$136,267	$136,267	$681,33
San Mateo County	$197,256	$197,256	$197,256	$197,256	$197,256	$986,28
Santa Barbara County	$163,058	$163,058	$163,058	$163,058	$163,058	$815,29
Santa Clara County	$337,870	$337,870	$337,870	$337,870	$337,870	$1,689,35
Santa Cruz County	$135,303	$135,303	$135,303	$135,303	$135,303	$676,51
Shasta County	$120,826	$120,826	$120,826	$120,826	$120,826	$604,13
Sierra County	$100,492	$100,492	$100,492	$100,492	$100,492	$502,46
Siskiyou County	$106,289	$106,289	$106,289	$106,289	$106,289	$531,44
Solano County	$155,420	$155,420	$155,420	$155,420	$155,420	$777,10
Sonoma County	$166,720	$166,720	$166,720	$166,720	$166,720	$833,60
Stanislaus County	$178,035	$178,035	$178,035	$178,035	$178,035	$890,17
Sutter County	$112,756	$112,756	$112,756	$112,756	$112,756	$563,78
Tehama County	$107,799	$107,799	$107,799	$107,799	$107,799	$538,99
Trinity County	$101,982	$101,982	$101,982	$101,982	$101,982	$509,91
Tulare County	$168,801	$168,801	$168,801	$168,801	$168,801	$844,00
Tuolumne County	$106,838	$106,838	$106,838	$106,838	$106,838	$534,19
Ventura County	$216,276	$216,276	$216,276	$216,276	$216,276	$1,081,38
Yolo County	$128,056	$128,056	$128,056	$128,056	$128,056	$640,28
Yuba County	$109,606	$109,606	$109,606	$109,606	$109,606	$548,03
Total	**$9,804,356**	**$9,804,356**	**$9,804,356**	**$9,804,356**	**$9,804,356**	**$49,021,78**

**City estimates were calculated using census tracts. Alameda Health Department estimates do not include Berkeley census tracts in the formula.*

***To correct for rounding errors, $2 was added to the lowest award (Alpine County)*

Note: In these estimates, $250,000/year have been set aside to fund tribal governments.

Awards were allocated by applying a base of $100,000 and distributing the balance of funds based on population at highest risk per the United States Census Community Resilience Estimates. For more information about how Community Resilience Estimates are calculated, see the US Census technical document.

Attachment: 21-10565-Mariposa DIS WFD Grant Agreement (rev 4-26-22) (RES-2022-294 : Approve Acceptance of Award for DIS Workforce

Exhibit A
Funding Allocation Process

PS19-1901: Strengthening STD Prevention and Control for Health Departments (STD PCHD)
DIS Workforce Development Funding

The California Department of Public Health (CDPH), Sexually Transmitted Disease Control Branch (STDCB) will allocate approximately $10 million Centers for Disease Control and Prevention (CDC) Federal funds (PS19-1901) starting in state fiscal year 2021-22 to expand the Disease Intervention Specialist (DIS) workforce at the local level to support governmental public health response to COVID-19 and other infectious diseases.

The CDC DIS Workforce Development Funding is part of the American Rescue Plan Act of 2021. The goal of the investment is to support 21st century outbreak response needs by:

1. Expanding and enhancing frontline public health staff
2. Conducting DIS workforce training and skills building
3. Building organizational capacity for outbreak response
4. Evaluating and improving recruitment, training, and outbreak response efforts

For the first year, the DIS Workforce funding will be distributed as a supplement to the STD PCHD grant and is available to view at PS19-1901: STD Prevention and Control for Health Departments (STD PCHD).

Funding will be allocated to fifty-nine (59) local health jurisdictions (LHJ) and an additional $250,000 to fund local tribal governments.

CDPH/STDCB included the following factors in the allocation model with the hierarchy of need consistent for all counties:

- The grant requires that funds be allocated LHJs using the US Census Community Resilience Estimates (details about what is included is available) or the Social Vulnerability Index. CDPH/STDCB used the Community Resilience Estimates since that is what CDC used to distribute the funds to states. There is an expectation that the most vulnerable communities will be supported, rather than focusing on morbidity.
- This information was presented, and approval was provided by California Conference of Local Health Officers and County Health Executives Association of California.
- As outlined in Exhibit A1, CDPH/STDCB has allocated $250,000 per year to Tribal governments and $9,804,356 per year to 59 LHJs.
- San Francisco and Los Angeles (excluding Berkeley, Long Beach and Pasadena) counties are funded independently by CDC and not included in these allocations. Census tracts belonging to City health jurisdictions are not included in the county-level estimates.
- Local deliverables with these funds will include activities related to disease investigation, including contact tracing, case investigation, linkage to care, and partner services. Hiring frontline DIS and DIS supervisors is the priority of these funds but there will be some flexibility regarding other support staff (e.g., triage clerk) or activities (e.g., phlebotomy training).
- According to the 2018 Infrastructure Survey of local STD programs, the average salary of DIS, including DIS Supervisors, ranges between $38,048 and $131,418.

Attachment: 21-10565-Mariposa DIS WFD Grant Agreement (rev 4-26-22) (RES-2022-294 : Approve Acceptance of Award for DIS Workforce

Exhibit B
Budget Detail and Payment Provisions

1. Invoicing and Payment

A. Upon completion of project activies as provided in Exhibit A and upon receipt and approval of the invoices, the State agrees to reimburse the Grantee for activities performed and expenditures incurred in accordance with the costs specified herein.

B. Invoices shall include the Grant Number and shall be submitted not more frequently than quarterly in arrears to:

Christine Johnson
California Department of Public Health
STD Control Branch
MS 7320
P.O. Box 997377-7377
Sacramento, CA 95899-7377

Or submitted electronically to STDLHJInvoices@cdph.ca.gov.

C. Invoices shall:

1) Be prepared on Grantee letterhead. If invoices are not on produced letterhead invoices must be signed by an authorized official, employee or agent certifying that the expenditures claimed represent activities performed and are in accordance with Exhibit A under this Grant.
2) Bear the Grantee's name as shown on the Grant.
3) Identify the billing and/or performance period covered by the invoice.
4) Itemize costs for the billing period in the same or greater level of detail as indicated in this Grant. Subject to the terms of this Grant, reimbursement may only be sought for those costs and/or cost categories expressly identified as allowable and approved by CDPH.

D. Amount awarded under this Grant is identified in the CDPH 1229 Grant Agreement.

2. Budget Contingency Clause

A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Agreement and Grantee shall not be obligated to fulfill any provisions of this Agreement.

B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Grantee to reflect the reduced amount.

3. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

Attachment: 21-10565-Mariposa DIS WFD Grant Agreement (rev 4-26-22) (RES-2022-294 : Approve Acceptance of Award for DIS Workforce

Exhibit B
Budget Detail and Payment Provisions

4. Timely Submission of Final Invoice

A. A final undisputed invoice shall be submitted for payment no more than forty-five (45) calendar days following the expiration or termination date of this Grant, unless a later or alternate deadline is agreed to in writing by the program grant manager. Said invoice should be clearly marked "Final Invoice", indicating that all payment obligations of the State under this Grant have ceased and that no further payments are due or outstanding.

B. The State may, at its discretion, choose not to honor any delinquent final invoice if the Grantee fails to obtain prior written State approval of an alternate final invoice submission deadline.

5. Travel and Per Diem Reimbursement

Any reimbursement for necessary travel and per diem shall, unless otherwise specified in this Agreement, be at the rates currently in effect, as established by the California Department of Human Resources (Cal HR). If the Cal HR rates change during the term of the Agreement, the new rates shall apply upon their effective date and no amendment to this Agreement shall be necessary. No travel outside the State of California shall be reimbursed without prior authorization from the CDPH. Verbal authorization should be confirmed in writing. Written authorization may be in a form including fax or email confirmation.

Attachment: 21-10565-Mariposa DIS WFD Grant Agreement (rev 4-26-22) (RES-2022-294 : Approve Acceptance of Award for DIS Workforce

Attachment: 21-10565-Mariposa DIS WFD Grant Agreement (rev 4-26-22) (RES-2022-294 : Approve Acceptance of Award for DIS Workforce

EXHIBIT C

STANDARD GRANT CONDITIONS

1. **APPROVAL:** This Grant is of no force or effect until signed by both parties and approved by the Department of General Services, if required. The Grantee may not commence performance until such approval has been obtained

2. **AMENDMENT:** No amendment or variation of the terms of this Grant shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding or Agreement not incorporated in the Grant is binding on any of the parties. In no case shall the Department materially alter the scope of the Project set forth in Exhibit A.

3. **ASSIGNMENT:** This Grant is not assignable by the Grantee, either in whole or in part, without the written consent of the Grant Manager in the form of a written amendment to the Grant.

4. **AUDIT:** Grantee agrees that the Department, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to this Grant. Grantee agrees to maintain such records for a possible audit for a minimum of three (3) years after final payment or completion of the project funded with this Grant, unless a longer period of records retention is stipulated. Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Grantee agrees to include a similar right of the State to audit records and interview staff in any subcontract related to the project.

5. **CONFLICT OF INTEREST:** Grantee certifies that it is in compliance with all applicable state and/or federal conflict of interest laws.

6. **INDEMNIFICATION**: Grantee agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the project, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Grantee in the performance of any activities related to the Project.

7. **FISCAL MANAGEMENT SYSTEMS AND ACCOUNTING STANDARDS:** Grantee agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to permit tracing of all grant funds to a level of expenditure adequate to establish that such funds have not been used in violation of any applicable state or federal law, or the provisions of this Grant. Grantee further agrees that it will maintain separate Project accounts in accordance with generally accepted accounting principles.

8. **GOVERNING LAW:** This Grant is governed by and shall be interpreted in accordance with the laws of the State of California.

9. **INCOME RESTRICTIONS:** Grantee agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Grantee under this Grant shall be paid by the Grantee to the Department, to the extent that they are properly allocable to costs for which the Grantee has been reimbursed by the Department under this Grant.

10. **INDEPENDENT CONTRACTOR:** Grantee, and its agents and employees of Grantee, in the performance of the Project, shall act in an independent capacity and not as officers, employees or agents of the Department.

11. **MEDIA EVENTS:** Grantee shall notify the Department's Grant Manager in writing at least twenty (20) working days before any public or media event publicizing the accomplishments and/or results of the Project and provide the opportunity for attendance and participation by Department's representatives.

12. **NO THIRD-PARTY RIGHTS:** The Department and Grantee do not intend to create any rights or remedies for any third- party as a beneficiary of this Grant or the project.

13. **NOTICE:** Grantee shall promptly notify the Department's Grant Manager in writing of any events, developments or changes that could affect the completion of the project or the budget approved for this Grant.

14. **PROFESSIONALS:** Grantee agrees that only licensed professionals will be used to perform services under this Grant where such services are called for.

15. **RECORDS:** Grantee certifies that it will maintain Project accounts in accordance with generally accepted accounting principles. Grantee further certifies that it will comply with the following conditions for a grant award as set forth in the Request for Applications (Exhibit D) and the Grant Application (Exhibit A).

    A. Establish an official file for the Project which shall adequately document all significant actions relative to the Project;
    B. Establish separate accounts which will adequately and accurately depict all amounts received and expended on this Project, including all grant funds received under this Grant;
    C. Establish separate accounts which will adequately depict all income received which is attributable to the Project, especially including any income attributable to grant funds disbursed under this Grant;
    D. Establish an accounting system which will adequately depict final total costs of the Project, including both direct and indirect costs; and,
    E. Establish such accounts and maintain such records as may be necessary for the state to fulfill federal reporting requirements, including any and all reporting requirements under federal tax statutes or regulations.

16. **RELATED LITIGATION:** Under no circumstances may Grantee use funds from any disbursement under this Grant to pay for costs associated with any litigation between the Grantee and the Department.

Attachment: 21-10565-Mariposa DIS WFD Grant Agreement (rev 4-26-22) (RES-2022-294 : Approve Acceptance of Award for DIS Workforce

17. RIGHTS IN DATA: Grantee and the Department agree that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes, and other written or graphic work submitted under Exhibit A in the performance of the Project funded by this Grant shall be in the public domain. Grantee may disclose, disseminate and use in whole or in part, any final form data and information received, collected, and developed under this Project, subject to appropriate acknowledgment of credit to the Department for financial support. Grantee shall not utilize the materials submitted to the Department (except data) for any profit making venture or sell or grant rights to a third-party who intends to do so. The Department has the right to use submitted data for all governmental purposes.

18. VENUE: (This provision does not apply to Local Governmental Entities)

The Department and Grantee agree that any action arising out of this Grant shall be filed and maintained in the Superior Court, California. Grantee waives any existing sovereign immunity for the purposes of this Grant, if applicable.

19. STATE-FUNDED RESEARCH GRANTS:

A. Grantee shall provide for free public access to any publication of a department-funded invention or department-funded technology. Grantee further agrees to all terms and conditions required by the California Taxpayer Access to Publicly Funded Research Act (Chapter 2.5 (commencing with Section 13989) of Part 4.5 of Division 3 of Title 2 of the Government Code).

B. As a condition of receiving the research grant, Grantee agrees to the following terms and conditions which are set forth in Government Code section 13989.6 ("Section 13989.6"):

1) Grantee is responsible for ensuring that any publishing or copyright agreements concerning submitted manuscripts fully comply with Section 13989.6.

2) Grantees shall report to the Department the final disposition of the research grant, including, but not limited to, if it was published, when it was published, where it was published, when the 12-month time period expires, and where the manuscript will be available for open access.

3) For a manuscript that is accepted for publication in a peer-reviewed journal, the Grantee shall ensure that an electronic version of the peer-reviewed manuscript is available to the department and on an appropriate publicly accessible database approved by the Department, including, but not limited to, the University of California's eScholarship Repository at the California Digital Library, PubMed Central, or the California Digital Open Source Library, to be made publicly available not later than 12 months after the official date of publication. Manuscripts submitted to the California Digital Open Source Library shall be exempt from the requirements in subdivision (b) of Section 66408 of the Education Code. Grantee shall make reasonable efforts to comply with this requirement by ensuring that their manuscript is accessible on an approved publicly accessible database, and notifying the Department that the manuscript is available on a department-approved database. If Grantee is unable to ensure that their manuscript is accessible on an approved publicly accessible database, Grantee may comply by providing the manuscript to the Department not later than 12 months after the official date of publication.

Attachment: 21-10565-Mariposa DIS WFD Grant Agreement (rev 4-26-22) (RES-2022-294 : Approve Acceptance of Award for DIS Workforce

4) For publications other than those described inparagraph B.3 above,, including meeting abstracts, Grantee shall comply by providing the manuscript to the Department not later than 12 months after the official date of publication.

5) Grantee is authorized to use grant money for publication costs, including fees charged by a publisher for color and page charges, or fees for digital distribution.

Attachment: 21-10565-Mariposa DIS WFD Grant Agreement (rev 4-26-22) (RES-2022-294 : Approve Acceptance of Award for DIS Workforce

Exhibit D
Additional Provisions

1. Cancellation / Termination

A. This Grant may be cancelled by CDPH without cause upon thirty (30) calendar days advance written notice to the Grantee.

B. CDPH reserves the right to cancel or terminate this Grant immediately for cause. The Grantee may submit a written request to terminate this Grant only if CDPH substantially fails to perform its responsibilities as provided herein.

C. The term "for cause" shall mean that the Grantee fails to meet the terms, conditions, and/or responsibilities of this agreement. Causes for termination include, but are not limited to the following occurrences:

1) If the Grantee knowingly furnishes any statement, representation, warranty, or certification in connection with the agreement, which representation is materially false, deceptive, incorrect, or incomplete.

2) If the Grantee fails to perform any material requirement of this Grant or defaults in performance of this agreement.

3) If the Grantee files for bankruptcy, or if CDPH determines that the Grantee becomes financially incapable of completing this agreement.

D. Grant termination or cancellation shall be effective as of the date indicated in CDPH's notification to the Grantee. The notice shall stipulate any final performance, invoicing or payment requirements.

E. In the event of early termination or cancellation, the Grantee shall be entitled to compensation for services performed satisfactorily under this agreement and expenses incurred up to the date of cancellation and any non-cancelable obligations incurred in support of this Grant.

F. In the event of termination, and at the request of CDPH, the Grantee shall furnish copies of all proposals, specifications, designs, procedures, layouts, copy, and other materials related to the services or deliverables provided under this Grant, whether finished or in progress on the termination date.

G. The Grantee will not be entitled to reimbursement for any expenses incurred for services and deliverables pursuant to this agreement after the effective date of termination.

H. Upon receipt of notification of termination of this Grant, and except as otherwise specified by CDPH, the Grantee shall:

1) Place no further order or subgrants for materials, services, or facilities.

2) Settle all outstanding liabilities and all claims arising out of such termination of orders and subgrants.

Attachment: 21-10565-Mariposa DIS WFD Grant Agreement (rev 4-26-22) (RES-2022-294 : Approve Acceptance of Award for DIS Workforce

Exhibit D
Additional Provisions

3) Upon the effective date of termination of the Grant and the payment by CDPH of all items properly changeable to CDPH hereunder, Grantee shall transfer, assign and make available to CDPH all property and materials belonging to CDPH, all rights and claims to any and all reservations, grants, and arrangements with owners of media/PR materials, or others, and shall make available to CDPH all written information regarding CDPH's media/PR materials, and no extra compensation is to be paid to Grantee for its services.

4) Take such action as may be necessary, or as CDPH may specify, to protect and preserve any property related to this agreement which is in the possession of the Grantee and in which CDPH has or may acquire an interest.

I. CDPH may, at its discretion, require the Grantee to cease performance of certain components of the Scope of Work as designated by CDPH and complete performance of other components prior to the termination date of the Grant.

2. Avoidance of Conflicts of Interest by Grantee

A. CDPH intends to avoid any real or apparent conflict of interest on the part of the Grantee, subgrants, or employees, officers and directors of the Grantee or subgrants. Thus, CDPH reserves the right to determine, at its sole discretion, whether any information, assertion or claim received from any source indicates the existence of a real or apparent conflict of interest; and, if a conflict is found to exist, to require the Grantee to submit additional information or a plan for resolving the conflict, subject to CDPH review and prior approval.

B. Conflicts of interest include, but are not limited to:

1) An instance where the Grantee or any of its subgrants, or any employee, officer, or director of the Grantee or any subgrant or has an interest, financial or otherwise, whereby the use or disclosure of information obtained while performing services under the grant would allow for private or personal benefit or for any purpose that is contrary to the goals and objectives of the grant.

2) An instance where the Grantee's or any subgrant's employees, officers, or directors use their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as those with whom they have family, business or other ties.

C. If CDPH is or becomes aware of a known or suspected conflict of interest, the Grantee will be given an opportunity to submit additional information or to resolve the conflict. A Grantee with a suspected conflict of interest will have five (5) working days from the date of notification of the conflict by CDPH to provide complete information regarding the suspected conflict. If a conflict of interest is determined to exist by CDPH and cannot be resolved to the satisfaction of CDPH, the conflict will be grounds for terminating the grant. CDPH may, at its discretion upon receipt of a written request from the Grantee, authorize an extension of the timeline indicated herein.

Attachment: 21-10565-Mariposa DIS WFD Grant Agreement (rev 4-26-22) (RES-2022-294 : Approve Acceptance of Award for DIS Workforce

Exhibit D
Additional Provisions

3. Dispute Resolution Process

A. A Grantee grievance exists whenever there is a dispute arising from CDPH's action in the administration of an agreement. If there is a dispute or grievance between the Grantee and CDPH, the Grantee must seek resolution using the procedure outlined below.

1) The Grantee should first informally discuss the problem with the CDPH Program Grant Manager. If the problem cannot be resolved informally, the Grantee shall direct its grievance together with any evidence, in writing, to the program Branch Chief. The grievance shall state the issues in dispute, the legal authority or other basis for the Grantee's position and the remedy sought. The Branch Chief shall render a decision within ten (10) working days after receipt of the written grievance from the Grantee. The Branch Chief shall respond in writing to the Grantee indicating the decision and reasons therefore. If the Grantee disagrees with the Branch Chief's decision, the Grantee may appeal to the second level.

2) When appealing to the second level, the Grantee must prepare an appeal indicating the reasons for disagreement with Branch Chief's decision. The Grantee shall include with the appeal a copy of the Grantee's original statement of dispute along with any supporting evidence and a copy of the Branch Chief's decision. The appeal shall be addressed to the Deputy Director of the division in which the branch is organized within ten (10) working days from receipt of the Branch Chief's decision. The Deputy Director of the division in which the branch is organized or his/her designee shall meet with the Grantee to review the issues raised. A written decision signed by the Deputy Director of the division in which the branch is organized or his/her designee shall be directed to the Grantee within twenty (20) working days of receipt of the Grantee's second level appeal.

B. If the Grantee wishes to appeal the decision of the Deputy Director of the division in which the branch is organized or his/her designee, the Grantee shall follow the procedures set forth in Division 25.1 (commencing with Section 38050) of the Health and Safety Code and the regulations adopted thereunder. (Title 1, Division 2, Chapter 2, Article 3 (commencing with Section 1140) of the California Code of Regulations).

C. Disputes arising out of an audit, examination of an agreement or other action not covered by subdivision (a) of Section 20204, of Chapter 2.1, Title 22, of the California Code of Regulations, and for which no procedures for appeal are provided in statute, regulation or the Agreement, shall be handled in accordance with the procedures identified in Sections 51016 through 51047, Title 22, California Code of Regulations.

D. Unless otherwise stipulated in writing by CDPH, all dispute, grievance and/or appeal correspondence shall be directed to the CDPH Grant Manager.

E. There are organizational differences within CDPH's funding programs and the management levels identified in this dispute resolution provision may not apply in every contractual situation. When a grievance is received and organizational differences exist, the Grantee shall be notified in writing by the CDPH Grant Manager of the level, name, and/or title of the appropriate management official that is responsible for issuing a decision at a given level.

Attachment: 21-10565-Mariposa DIS WFD Grant Agreement (rev 4-26-22) (RES-2022-294 : Approve Acceptance of Award for DIS Workforce

Exhibit E
Information Privacy and Security Requirements
(For Non-HIPAA/HITECH Act Contracts)

This Information Privacy and Security Requirements Exhibit (For Non-HIPAA/HITECH Act Contracts) (hereinafter referred to as "this Exhibit") sets forth the information privacy and security requirements Contractor is obligated to follow with respect to all personal and confidential information (as defined herein) disclosed to Contractor, or collected, created, maintained, stored, transmitted or used by Contractor for or on **behalf** of the California Department of Public Health (hereinafter "CDPH"), pursuant to Contractor's agreement with CDPH. (Such personal and confidential information is referred to herein collectively as "CDPH PCI".) CDPH and Contractor desire to protect the privacy and provide for the security of CDPH PCI pursuant to this Exhibit and in compliance with state and federal laws applicable to the CDPH PCI.

I. Order of Precedence: With respect to information privacy and security requirements for all CDPH PCI, the terms and conditions of this Exhibit shall take precedence over any conflicting terms or conditions set forth in any other part of the agreement between Contractor and CDPH, including Exhibit A (Scope of Work), all other exhibits and any other attachments, and shall prevail over any such conflicting terms or conditions.

II. Effect on lower tier transactions: The terms of this Exhibit shall apply to all contracts, subcontracts, and subawards, and the information privacy and security requirements Contractor is obligated to follow with respect to CDPH PCI disclosed to Contractor, or collected, created, maintained, stored, transmitted, or used by Contractor for or on behalf of CDPH, pursuant to Contractor's agreement with CDPH. When applicable the Contractor shall incorporate the relevant provisions of this Exhibit into each subcontract or subaward to its agents, subcontractors, or independent consultants.

III. Definitions: For purposes of the agreement between Contractor and CDPH, including this Exhibit, the following definitions shall apply:

A. Breach:

"Breach" means:

1. the unauthorized acquisition, access, use, or disclosure of CDPH PCI in a manner which compromises the security, confidentiality, or integrity of the information; or

2. the same as the definition of "breach of the security of the system" set forth in California Civil Code section 1798.29(f).

B. Confidential Information: "Confidential information" means information that:

1. does not meet the definition of "public records" set forth in California Government Code section 6252(e), or is exempt from disclosure under any of the provisions of Section 6250, et seq. of the California Government Code or any other applicable state or federal laws; or

2. is contained in documents, files, folders, books, or records that are clearly labeled, marked, or designated with the word "confidential" by CDPH.

C. Disclosure: "Disclosure" means the release, transfer, provision of, access to, or divulging in any manner of information outside the entity holding the information.

Attachment: 21-10565-Mariposa DIS WFD Grant Agreement (rev 4-26-22) (RES-2022-294 : Approve Acceptance of Award for DIS Workforce

Exhibit E
Information Privacy and Security Requirements
(For Non-HIPAA/HITECH Act Contracts)

D. PCI: "PCI" means "personal information" and "confidential information" (as these terms are defined herein:

E. Personal Information: "Personal information" means information, in any medium (paper, electronic, oral) that:

1. directly or indirectly collectively identifies or uniquely describes an individual; or

2. could be used in combination with other information to indirectly identify or uniquely describe an individual, or link an individual to the other information; or

3. meets the definition of "personal information" set forth in California Civil Code section 1798.3, subdivision (a) or

4. is one of the data elements set forth in California Civil Code section 1798.29, subdivision (g)(1) or (g)(2); or

5. meets the definition of "medical information" set forth in either California Civil Code section 1798.29, subdivision (h)(2) or California Civil Code section 56.05, subdivision (j); or

6. meets the definition of "health insurance information" set forth in California Civil Code section 1798.29, subdivision (h)(3); or

7. is protected from disclosure under applicable state or federal law.

F. Security Incident: "Security Incident" means:

1. an attempted breach; or

2. the attempted or successful unauthorized access or disclosure, modification, or destruction of CDPH PCI, in violation of any state or federal law or in a manner not permitted under the agreement between Contractor and CDPH, including this Exhibit; or

3. the attempted or successful modification or destruction of, or interference with, Contractor's system operations in an information technology system, that negatively impacts the confidentiality, availability, or integrity of CDPH PCI; or

4. any event that is reasonably believed to have compromised the confidentiality, integrity, or availability of an information asset, system, process, data storage, or transmission. Furthermore, an information security incident may also include an event that constitutes a violation or imminent threat of violation of information security policies or procedures, including acceptable use policies.

G. Use: "Use" means the sharing, employment, application, utilization, examination, or analysis of information.

Attachment: 21-10565-Mariposa DIS WFD Grant Agreement (rev 4-26-22) (RES-2022-294 : Approve Acceptance of Award for DIS Workforce

Exhibit E
Information Privacy and Security Requirements
(For Non-HIPAA/HITECH Act Contracts)

IV. Disclosure Restrictions: The Contractor and its employees, agents, and subcontractors shall protect from unauthorized disclosure any CDPH PCI. The Contractor shall not disclose, except as otherwise specifically permitted by the agreement between Contractor and CDPH (including this Exhibit), any CDPH PCI to anyone other than CDPH personnel or programs without prior written authorization from the CDPH Program Contract Manager, except if disclosure is required by State or Federal law.

V. Use Restrictions: The Contractor and its employees, agents, and subcontractors shall not use any CDPH PCI for any purpose other than performing the Contractor's obligations under its agreement with CDPH.

VI. Safeguards: The Contractor shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the privacy, confidentiality, security, integrity, and availability of CDPH PCI, including electronic or computerized CDPH PCI. At each location where CDPH PCI exists under Contractor's control, the Contractor shall develop and maintain a written information privacy and security program that includes administrative, technical, and physical safeguards appropriate to the size and complexity of the Contractor's operations and the nature and scope of its activities in performing its agreement with CDPH, including this Exhibit, and which incorporates the requirements of Section VII, Security, below. Contractor shall provide CDPH with Contractor's current and updated policies within five (5) business days of a request by CDPH for the policies.

VII. Security: The Contractor shall take any and all steps reasonably necessary to ensure the continuous security of all computerized data systems containing CDPH PCI. These steps shall include, at a minimum, complying with all of the data system security precautions listed in the Contractor Data Security Standards set forth in Attachment 1 to this Exhibit.

VIII. Security Officer: At each place where CDPH PCI is located, the Contractor shall designate a Security Officer to oversee its compliance with this Exhibit and to communicate with CDPH on matters concerning this Exhibit.

IX. Training: The Contractor shall provide training on its obligations under this Exhibit, at its own expense, to all of its employees who assist in the performance of Contractor's obligations under Contractor's agreement with CDPH, including this Exhibit, or otherwise use or disclose CDPH PCI.

A. The Contractor shall require each employee who receives training to certify, either in hard copy or electronic form, the date on which the training was completed.

B. The Contractor shall retain each employee's certifications for CDPH inspection for a period of three years following contract termination or completion.

C. Contractor shall provide CDPH with its employee's certifications within five (5) business days of a request by CDPH for the employee's certifications.

X. Employee Discipline: Contractor shall impose discipline that it deems appropriate (in its sole discretion) on such employees and other Contractor workforce members under Contractor's direct control who intentionally or negligently violate any provisions of this Exhibit.

Attachment: 21-10565-Mariposa DIS WFD Grant Agreement (rev 4-26-22) (RES-2022-294 : Approve Acceptance of Award for DIS Workforce

Exhibit E
Information Privacy and Security Requirements
(For Non-HIPAA/HITECH Act Contracts)

XI. Breach and Security Incident Responsibilities:

A. Notification to CDPH of Breach or Security Incident: The Contractor shall notify CDPH **immediately by telephone call plus email or fax** upon the discovery of a breach (as defined in this Exhibit), **and** within **twenty-four (24) hours by email or fax** of the discovery of any security incident (as defined in this Exhibit), unless a law enforcement agency determines that the notification will impede a criminal investigation, in which case the notification required by this section shall be made to CDPH immediately after the law enforcement agency determines that such notification will not compromise the investigation. Notification shall be provided to the CDPH Program Contract Manager, the CDPH Privacy Officer and the CDPH Chief Information Security Officer, using the contact information listed in Section XI(F), below. If the breach or security incident is discovered after business hours or on a weekend or holiday and involves CDPH PCI in electronic or computerized form, notification to CDPH shall be provided by calling the CDPH Information Security Office at the telephone numbers listed in Section XI(F), below. For purposes of this Section, breaches and security incidents shall be treated as discovered by Contractor as of the first day on which such breach or security incident is known to the Contractor, or, by exercising reasonable diligence would have been known to the Contractor. Contractor shall be deemed to have knowledge of a breach if such breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the breach, who is a employee or agent of the Contractor.

Contractor shall take:

1. prompt corrective action to mitigate any risks or damages involved with the breach or security incident and to protect the operating environment; and

2. any action pertaining to a breach required by applicable federal and state laws, including, specifically, California Civil Code section 1798.29.

B. Investigation of Breach and Security Incidents: The Contractor shall immediately investigate such breach or security incident. As soon as the information is known and subject to the legitimate needs of law enforcement, Contractor shall inform the CDPH Program Contract Manager, the CDPH Privacy Officer, and the CDPH Chief Information Security Officer of:

1. what data elements were involved, and the extent of the data disclosure or access involved in the breach, including, specifically, the number of individuals whose personal information was breached; and

2. a description of the unauthorized persons known or reasonably believed to have improperly used the CDPH PCI and/or a description of the unauthorized persons known or reasonably believed to have improperly accessed or acquired the CDPH PCI, or to whom it is known or reasonably believed to have had the CDPH PCI improperly disclosed to them; and

3. a description of where the CDPH PCI is believed to have been improperly used or disclosed; and

Attachment: 21-10565-Mariposa DIS WFD Grant Agreement (rev 4-26-22) (RES-2022-294 : Approve Acceptance of Award for DIS Workforce

Exhibit E
Information Privacy and Security Requirements
(For Non-HIPAA/HITECH Act Contracts)

4. a description of the probable and proximate causes of the breach or security incident; and

5. whether Civil Code section 1798.29 or any other federal or state laws requiring individual notifications of breaches have been triggered.

C. Written Report: The Contractor shall provide a written report of the investigation to the CDPH Program Contract Manager, the CDPH Privacy Officer, and the CDPH Chief Information Security Officer as soon as practicable after the discovery of the breach or security incident. The report shall include, but not be limited to, the information specified above, as well as a complete, detailed corrective action plan, including information on measures that were taken to halt and/or contain the breach or security incident, and measures to be taken to prevent the recurrence or further disclosure of data regarding such breach or security incident.

D. Notification to Individuals: If notification to individuals whose information was breached is required under state or federal law, and regardless of whether Contractor is considered only a custodian and/or non-owner of the CDPH PCI, Contractor shall, at its sole expense, and at the sole election of CDPH, either:

1. make notification to the individuals affected by the breach (including substitute notification), pursuant to the content and timeliness provisions of such applicable state or federal breach notice laws. Contractor shall inform the CDPH Privacy Officer of the time, manner, and content of any such notifications, prior to the transmission of such notifications to the individuals; or

2. cooperate with and assist CDPH in its notification (including substitute notification) to the individuals affected by the breach.

E. Submission of Sample Notification to Attorney General: If notification to more than 500 individuals is required pursuant to California Civil Code section 1798.29, and regardless of whether Contractor is considered only a custodian and/or non-owner of the CDPH PCI, Contractor shall, at its sole expense, and at the sole election of CDPH, either:

1. electronically submit a single sample copy of the security breach notification, excluding any personally identifiable information, to the Attorney General pursuant to the format. content and timeliness provisions of Section 1798.29, subdivision (e). Contractor shall inform the CDPH Privacy Officer of the time, manner, and content of any such submissions, prior to the transmission of such submissions to the Attorney General; or

2. cooperate with and assist CDPH in its submission of a sample copy of the notification to the Attorney General.

F. CDPH Contact Information: To direct communications to the above referenced CDPH staff, the Contractor shall initiate contact as indicated herein. CDPH reserves the right to make changes to the contact information below by verbal or written notice to the Contractor. Said changes shall not require an amendment to this Exhibit or the agreement to which it is incorporated.

Attachment: 21-10565-Mariposa DIS WFD Grant Agreement (rev 4-26-22) (RES-2022-294 : Approve Acceptance of Award for DIS Workforce

Exhibit E
Information Privacy and Security Requirements
(For Non-HIPAA/HITECH Act Contracts)

CDPH Program Contract Manager	CDPH Privacy Officer	CDPH Chief Information Security Officer
See the Scope of Work exhibit for Program Contract Manager	Privacy Officer Privacy Office Office of Legal Services California Dept. of Public Health 1415 L Street, 5th Floor Sacramento, CA 95814 Email: privacy@cdph.ca.gov Telephone: (877) 421-9634	Chief Information Security Officer Information Security Office California Dept. of Public Health P.O. Box 997377 MS6302 Sacramento, CA 95899-7413 Email: cdphiso@cdph.ca.gov Telephone: (855) 500-0016

XII. Documentation of Disclosures for Requests for Accounting: Contractor shall document and make available to CDPH or (at the direction of CDPH) to an Individual such disclosures of CDPH PCI, and information related to such disclosures, necessary to respond to a proper request by the subject Individual for an accounting of disclosures of personal information as required by Civil Code section 1798.25, or any applicable state or federal law.

XIII. Requests for CDPH PCI by Third Parties: The Contractor and its employees, agents, or subcontractors shall promptly transmit to the CDPH Program Contract Manager all requests for disclosure of any CDPH PCI requested by third parties to the agreement between Contractor and CDPH (except from an Individual for an accounting of disclosures of the individual's personal information pursuant to applicable state or federal law), unless prohibited from doing so by applicable state or federal law.

XIV. Audits, Inspection and Enforcement: CDPH may inspect the facilities, systems, books, and records of Contractor to monitor compliance with this Exhibit. Contractor shall promptly remedy any violation of any provision of this Exhibit and shall certify the same to the CDPH Program Contract Manager in writing.

XV. Return or Destruction of CDPH PCI on Expiration or Termination: Upon expiration or termination of the agreement between Contractor and CDPH for any reason, Contractor shall securely return or destroy the CDPH PCI. If return or destruction is not feasible, Contractor shall provide a written explanation to the CDPH Program Contract Manager, the CDPH Privacy Officer and the CDPH Chief Information Security Officer, using the contact information listed in Section XI(F), above.

A. Retention Required by Law: If required by state or federal law, Contractor may retain, after expiration or termination, CDPH PCI for the time specified as necessary to comply with the law.

B. Obligations Continue Until Return or Destruction: Contractor's obligations under this Exhibit shall continue until Contractor returns or destroys the CDPH PCI or returns the CDPH PCI to CDPH; provided however, that on expiration or termination of the agreement between Contractor and CDPH, Contractor shall not further use or disclose the CDPH PCI except as required by state or federal law.

Attachment: 21-10565-Mariposa DIS WFD Grant Agreement (rev 4-26-22) (RES-2022-294 : Approve Acceptance of Award for DIS Workforce

Exhibit E
Information Privacy and Security Requirements
(For Non-HIPAA/HITECH Act Contracts)

C. Notification of Election to Destroy CDPH PCI: If Contractor elects to destroy the CDPH PCI, Contractor shall certify in writing, to the CDPH Program Contract Manager, the CDPH Privacy Officer and the CDPH Chief Information Security Officer, using the contact information listed in Section XI(F), above, that the CDPH PCI has been securely destroyed. The notice shall include the date and type of destruction method used.

XVI. Amendment: The parties acknowledge that federal and state laws regarding information security and privacy rapidly evolves and that amendment of this Exhibit may be required to provide for procedures to ensure compliance with such laws. The parties specifically agree to take such action as is necessary to implement new standards and requirements imposed by regulations and other applicable laws relating to the security or privacy of CDPH PCI. The parties agree to promptly enter into negotiations concerning an amendment to this Exhibit consistent with new standards and requirements imposed by applicable laws and regulations.

XVII. Assistance in Litigation or Administrative Proceedings: Contractor shall make itself and any subcontractors, workforce employees or agents assisting Contractor in the performance of its obligations under the agreement between Contractor and CDPH, available to CDPH at no cost to CDPH to testify as witnesses, in the event of litigation or administrative proceedings being commenced against CDPH, its director, officers or employees based upon claimed violation of laws relating to security and privacy, which involves inactions or actions by the Contractor, except where Contractor or its subcontractor, workforce employee or agent is a named adverse party.

XVIII. No Third-Party Beneficiaries: Nothing express or implied in the terms and conditions of this Exhibit is intended to confer, nor shall anything herein confer, upon any person other than CDPH or Contractor and their respective successors or assignees, any rights, remedies, obligations, or liabilities whatsoever.

XIX. Interpretation: The terms and conditions in this Exhibit shall be interpreted as broadly as necessary to implement and comply with regulations and applicable State laws. The parties agree that any ambiguity in the terms and conditions of this Exhibit shall be resolved in favor of a meaning that complies and is consistent with federal and state laws and regulations.

XX. Survival: If Contractor does not return or destroy the CDPH PCI upon the completion or termination of the Agreement, the respective rights and obligations of Contractor under Sections VI, VII and XI of this Exhibit shall survive the completion or termination of the agreement between Contractor and CDPH.

Attachment: 21-10565-Mariposa DIS WFD Grant Agreement (rev 4-26-22) (RES-2022-294 : Approve Acceptance of Award for DIS Workforce

Exhibit E
Information Privacy and Security Requirements
(For Non-HIPAA/HITECH Act Contracts)

Attachment 1
Contractor Data Security Standards

1. General Security Controls

A. ***Confidentiality Statement.*** All persons that will be working with CDPH PCI must sign a confidentiality statement. The statement must include at a minimum, General Use, Security and Privacy safeguards, Unacceptable Use, and Enforcement Policies. The statement must be signed by the workforce member prior to access to CDPH PCI. The statement must be renewed annually. The Contractor shall retain each person's written confidentiality statement for CDPH inspection for a period of three (3) years following contract termination.

B. ***Background check.*** Before a member of the Contractor's workforce may access CDPH PCI, Contractor must conduct a thorough background check of that worker and evaluate the results to assure that there is no indication that the worker may present a risk for theft of confidential data. The Contractor shall retain each workforce member's background check documentation for a period of three (3) years following contract termination.

C. ***Workstation/Laptop encryption.*** All workstations and laptops that process and/or store CDPH PCI must be encrypted using a FIPS 140-2 certified algorithm, such as Advanced Encryption Standard (AES), with a 128bit key or higher. The encryption solution must be full disk unless approved by the CDPH Information Security Office.

D. ***Server Security.*** Servers containing unencrypted CDPH PCI must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review.

E. ***Minimum Necessary.*** Only the minimum necessary amount of CDPH PCI required to perform necessary business functions may be copied, downloaded, or exported.

F. ***Removable media devices.*** All electronic files that contain CDPH PCI data must be encrypted when stored on any removable media or portable device (i.e., USB thumb drives, floppies, CD/DVD, smart devices, tapes, etc.). PCI must be encrypted using a FIPS 140-2 certified algorithm, such as Advanced Encryption Standard (AES), with a 128bit key or higher.

G. ***Antivirus software.*** All workstations, laptops and other systems that process and/or store CDPH PCI must install and actively use a comprehensive anti-virus software solution with automatic updates scheduled at least daily.

H. ***Patch Management.*** All workstations, laptops and other systems that process and/or store CDPH PCI must have operating system and application security patches applied, with system reboot if necessary. There must be a documented patch management process which determines installation timeframe based on risk assessment and vendor recommendations. At a maximum, all applicable patches must be installed within 30 days of vendor release.

I. ***User IDs and Password Controls.*** All users must be issued a unique username for accessing CDPH PCI. Username must be promptly disabled, deleted, or the password

Attachment: 21-10565-Mariposa DIS WFD Grant Agreement (rev 4-26-22) (RES-2022-294 : Approve Acceptance of Award for DIS Workforce

Exhibit E
Information Privacy and Security Requirements
(For Non-HIPAA/HITECH Act Contracts)

changed upon the transfer or termination of an employee with knowledge of the password. Passwords are not to be shared. Must be at least eight characters. Must be a non-dictionary word. Must not be stored in readable format on the computer. Must be changed every 60 days. Must be changed if revealed or compromised. Must be composed of characters from at least three of the following four groups from the standard keyboard:

- Upper case letters (A-Z)
- Lower case letters (a-z)
- Arabic numerals (0-9)
- Non-alphanumeric characters (punctuation symbols)

J. ***Data Sanitization.*** All CDPH PCI must be sanitized using NIST Special Publication 800-88 standard methods for data sanitization when the CDPH PCI is no longer needed.

2. System Security Controls

A. ***System Timeout.*** The system must provide an automatic timeout, requiring reauthentication of the user session after no more than 20 minutes of inactivity.

B. ***Warning Banners.*** All systems containing CDPH PCI must display a warning banner each time a user attempts access, stating that data is confidential, systems are logged, and system use is for business purposes only. User must be directed to log off the system if they do not agree with these requirements.

C. ***System Logging.*** The system must maintain an automated audit trail which can identify the user or system process which initiates a request for CDPH PCI, or which alters CDPH PCI. The audit trail must be date and time stamped, must log both successful and failed accesses, must be read only, and must be restricted to authorized users This logging must be included for all user privilege levels including, but not limited to, systems administrators. If CDPH PCI is stored in a database, database logging functionality must be enabled. Audit trail data must be archived for at least 3 years after occurrence.

D. ***Access Controls.*** The system must use role-based access controls for all user authentications, enforcing the principle of least privilege.

E. ***Transmission encryption.*** All data transmissions of CDPH PCI outside the contractor's secure internal network must be encrypted using a FIPS 140-2 certified algorithm, such as Advanced Encryption Standard (AES), with a 128bit key or higher. Encryption can be end-to-end at the network level, or the data files containing CDPH PCI can be encrypted. This requirement pertains to any type of CDPH PCI in motion such as website access, file transfer, and e-mail.

F. ***Intrusion Detection***. All systems involved in accessing, holding, transporting, and protecting CDPH PCI that are accessible via the Internet must be protected by a comprehensive intrusion detection and prevention solution.

Attachment: 21-10565-Mariposa DIS WFD Grant Agreement (rev 4-26-22) (RES-2022-294 : Approve Acceptance of Award for DIS Workforce

Exhibit E
Information Privacy and Security Requirements
(For Non-HIPAA/HITECH Act Contracts)

3. Audit Controls

A. ***System Security Review.*** All systems processing and/or storing CDPH PCI must have at least an annual system risk assessment/security review which provides assurance that administrative, physical, and technical controls are functioning effectively and providing adequate levels of protection. Reviews shall include vulnerability scanning tools.

B. ***Log Reviews.*** All systems processing and/or storing CDPH PCI must have a routine procedure in place to review system logs for unauthorized access.

C. ***Change Control.*** All systems processing and/or storing CDPH PCI must have a documented change control procedure that ensures separation of duties and protects the confidentiality, integrity, and availability of data.

4. Business Continuity / Disaster Recovery Controls

A. ***Disaster Recovery.*** Contractor must establish a documented plan to enable continuation of critical business processes and protection of the security of electronic CDPH PCI in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this agreement for more than 24 hours.

B. ***Data Backup Plan.*** Contractor must have established documented procedures to securely backup CDPH PCI to maintain retrievable exact copies of CDPH PCI. The backups shall be encrypted. The plan must include a regular schedule for making backups, storing backups offsite, an inventory of backup media, and the amount of time to restore CDPH PCI should it be lost. At a minimum, the schedule must be a weekly full backup and monthly offsite storage of CDPH data.

5. Paper Document Controls

A. ***Supervision of Data.*** CDPH PCI in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk, or office. Unattended means that information is not being observed by an employee authorized to access the information. CDPH PCI in paper form shall not be left unattended at any time in vehicles or planes and shall not be checked in baggage on commercial airplanes.

B. ***Escorting Visitors.*** Visitors to areas where CDPH PCI is contained shall be escorted and CDPH PHI shall be kept out of sight while visitors are in the area.

C. ***Confidential Destruction.*** CDPH PCI must be disposed of through confidential means, using NIST Special Publication 800-88 standard methods for data sanitization when the CDPH PSCI is no longer needed.

D. ***Removal of Data.*** CDPH PCI must not be removed from the premises of the Contractor except with express written permission of CDPH.

Attachment: 21-10565-Mariposa DIS WFD Grant Agreement (rev 4-26-22) (RES-2022-294 : Approve Acceptance of Award for DIS Workforce

Exhibit E
Information Privacy and Security Requirements
(For Non-HIPAA/HITECH Act Contracts)

E. ***Faxing.*** Faxes containing CDPH PCI shall not be left unattended and fax machines shall be in secure areas. Faxes shall contain a confidentiality statement notifying persons receiving faxes in error to destroy them. Fax numbers shall be verified with the intended recipient before sending.

F. ***Mailing.*** CDPH PCI shall only be mailed using secure methods. Large volume mailings of CDPH PHI shall be by a secure, bonded courier with signature required on receipt. Disks and other transportable media sent through the mail must be encrypted with a CDPH approved solution, such as a solution using a vendor product specified on the CALIFORNIA STRATEGIC SOURCING INITIATIVE.

Attachment: 21-10565-Mariposa DIS WFD Grant Agreement (rev 4-26-22) (RES-2022-294 : Approve Acceptance of Award for DIS Workforce

Exhibit F
Federal Terms and Conditions

(For Federally Funded Grant Agreements)

The use of headings or titles throughout this exhibit is for convenience only and shall not be used to interpret or to govern the meaning of any specific term or condition.

This exhibit contains provisions that require strict adherence to various contracting laws and policies.

Index of Special Terms and Conditions

1. Federal Funds
2. Federal Equal Employment Opportunity Requirements
3. Debarment and Suspension Certification
4. Covenant Against Contingent Fees
5. Air or Water Pollution Requirements
6. Lobbying Restrictions and Disclosure Certification
7. Additional Restrictions
8. Human Subjects Use Requirments
9. Financial and Compliance Audit Requirements
10. Audit and Record Retention
11. Federal Requirements

Attachment: 21-10565-Mariposa DIS WFD Grant Agreement (rev 4-26-22) (RES-2022-294 : Approve Acceptance of Award for DIS Workforce

1. Federal Funds

(Applicable only to that portion of an agreement funded in part or whole with federal funds.)

a. It is mutually understood between the parties that this Grant may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the Grant were executed after that determination was made.

b. This Grant is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the fiscal years covered by the term of this Grant. In addition, this Grant is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress which may affect the provisions, terms or funding of this Grant in any manner.

c. It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this Grant shall be amended to reflect any reduction in funds.

d. CDPH has the option to invalidate or cancel the Grant with 30-days advance written notice or to amend the Grant to reflect any reduction in funds.

2. Federal Equal Opportunity Requirements

(Applicable to all federally funded grants entered into by the California Department of Public Health (CDPH) formerly known as California Department of Health Services (CDHS).)

a. The Grantee will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. The Grantee will take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and career development opportunities and selection for training, including apprenticeship. The Grantee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Federal Government or CDPH, setting forth the provisions of the Equal Opportunity clause, Section 503 of the Rehabilitation Act of 1973 and the affirmative action clause required by the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212). Such notices shall state the Grantee's obligation under the law to take affirmative action to employ and advance in employment qualified applicants without discrimination based on their race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era and the rights of applicants and employees.

b. The Grantee will, in all solicitations or advancements for employees placed by or on behalf of the Grantee, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era.

c. The Grantee will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice, to be provided by the Federal Government or the State, advising the labor union or workers' representative of the Grantee's commitments under the provisions herein and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

d. The Grantee will comply with all provisions of and furnish all information and reports required by Section 503 of the Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212) and of the Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and of the rules, regulations, and relevant orders of the Secretary of Labor.

Attachment: 21-10565-Mariposa DIS WFD Grant Agreement (rev 4-26-22) (RES-2022-294 : Approve Acceptance of Award for DIS Workforce

e. The Grantee will furnish all information and reports required by Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and the Rehabilitation Act of 1973, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the State and its designated representatives and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

f. In the event of the Grantee's noncompliance with the requirements of the provisions herein or with any federal rules, regulations, or orders which are referenced herein, this Agreement may be cancelled, terminated, or suspended in whole or in part and the Grantee may be declared ineligible for further federal and state contracts in accordance with procedures authorized in Federal Executive Order No. 11246 as amended and such other sanctions may be imposed and remedies invoked as provided in Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

g. The Grantee will include the provisions of Paragraphs a through g in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or Section 503 of the Rehabilitation Act of 1973 or (38 U.S.C. 4212) of the Vietnam Era Veteran's Readjustment Assistance Act, so that such provisions will be binding upon each subGrantee or vendor. The Grantee will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs or CDPH may direct as a means of enforcing such provisions including sanctions for noncompliance provided, however, that in the event the Grantee becomes involved in, or is threatened with litigation by a subGrantee or vendor as a result of such direction by CDPH, the Grantee may request in writing to CDPH, who, in turn, may request the United States to enter into such litigation to protect the interests of the State and of the United States.

3. Debarment and Suspension Certification

a. By signing this Grant, the Grantee agrees to comply with applicable federal suspension and debarment regulations including, but not limited to 7 CFR Part 3017, 45 CFR 76, 40 CFR 32 or 34 CFR 85.

b. By signing this Grant, the Grantee certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;

(2) Have not within a three-year period preceding this application/proposal/agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Paragraph b(2) herein; and

(4) Have not within a three-year period preceding this application/proposal/agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

Attachment: 21-10565-Mariposa DIS WFD Grant Agreement (rev 4-26-22) (RES-2022-294 : Approve Acceptance of Award for DIS Workforce

(5) Shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under federal regulations (i.e., 48 CFR part 9, subpart 9.4), debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction, unless authorized by the State.

(6) Will include a clause entitled, "Debarment and Suspension Certification" that essentially sets forth the provisions herein, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

c. If the Grantee is unable to certify to any of the statements in this certification, the Grantee shall submit an explanation to the CDPH Program Contract Manager.

d. The terms and definitions herein have the meanings set out in the Definitions and Coverage sections of the rules implementing Federal Executive Order 12549.

e. If the Grantee knowingly violates this certification, in addition to other remedies available to the Federal Government, the CDPH may terminate this Agreement for cause or default.

4. Covenant Against Contingent Fees

The Grantee warrants that no person or selling agency has been employed or retained to solicit/secure this Grant upon an agreement of understanding for a commission, percentage, brokerage, or contingent fee, except *bona fide* employees or *bona fide* established commercial or selling agencies retained by the Grantee for the purpose of securing business. For breach or violation of this warranty, CDPH shall have the right to annul this Grant without liability or in its discretion to deduct from the Grant price or consideration, or otherwise recover, the full amount of such commission, percentage, and brokerage or contingent fee.

5. Air or Water Pollution Requirements

Any federally funded grant and/or subgrants in excess of $100,000 must comply with the following provisions unless said grant is exempt under 40 CFR 15.5.

a. Government Grantees agree to comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act [42 U.S.C. 1857(h)], section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

b. Institutions of higher education, hospitals, nonprofit organizations and commercial businesses agree to comply with all applicable standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. 7401 et seq.), as amended, and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended.

6. Lobbying Restrictions and Disclosure Certification

(Applicable to federally funded grants in excess of $100,000 per Section 1352 of the 31, U.S.C.)

a. Certification and Disclosure Requirements

(1) Each person (or recipient) who requests or receives a grant, subgrant, which is subject to Section 1352 of the 31, U.S.C., and which exceeds $100,000 at any tier, shall file a certification (in the form set forth in Attachment 1, consisting of one page, entitled “Certification Regarding Lobbying”) that the recipient has not made, and will not make, any payment prohibited by Paragraph b of this provision.

(2) Each recipient shall file a disclosure (in the form set forth in Attachment 2, entitled “Standard Form-LLL ‘disclosure of Lobbying Activities’”) if such recipient has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered federal action) in connection with a grant or any extension or amendment of that grant, which would be prohibited under Paragraph b of this provision if paid for with appropriated funds.

(3) Each recipient shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affect the accuracy of the information contained in any

Attachment: 21-10565-Mariposa DIS WFD Grant Agreement (rev 4-26-22) (RES-2022-294 : Approve Acceptance of Award for DIS Workforce

disclosure form previously filed by such person under Paragraph a(2) herein. An event that materially affects the accuracy of the information reported includes:

(a) A cumulative increase of $25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered federal action;

(b) A change in the person(s) or individuals(s) influencing or attempting to influence a covered federal action; or

(c) A change in the officer(s), employee(s), or member(s) contacted for the purpose of influencing or attempting to influence a covered federal action.

(4) Each person (or recipient) who requests or receives from a person referred to in Paragraph a(1) of this provision a grant or subgrant exceeding $100,000 at any tier under a grant shall file a certification, and a disclosure form, if required, to the next tier above.

(5) All disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the person referred to in Paragraph a(1) of this provision. That person shall forward all disclosure forms to CDPH Program Contract Manager.

b. Prohibition

Section 1352 of Title 31, U.S.C., provides in part that no appropriated funds may be expended by the recipient of a federal contract or agreement, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered federal actions: the awarding of any federal contract or agreement, the making of any federal grant, the making of any federal loan, entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract or agreement, grant, loan, or cooperative agreement.

7. **Additional Restrictions**

Grantee shall comply with the restrictions under Division F, Title V, Section 503 of the Consolidated Appropriations Act, 2012 (H.R. 2055), which provides that:

"SEC. 503.(a) No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111–148 shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the Congress or any State or local legislature or legislative body, except in presentation to the Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government, except in presentation to the executive branch of any State or local government itself.

(b) No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111–148 shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.

(c) The prohibitions in subsections (a) and (b) shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control."

Attachment: 21-10565-Mariposa DIS WFD Grant Agreement (rev 4-26-22) (RES-2022-294 : Approve Acceptance of Award for DIS Workforce

8. Human Subjects Use Requirements

(Applicable only to federally funded agreements in which performance, directly or through a subcontract/subaward, includes any tests or examination of materials derived from the human body.)

By signing this Agreement, Contractor agrees that if any performance under this Agreement or any subcontract or subagreement includes any tests or examination of materials derived from the human body for the purpose of providing information, diagnosis, prevention, treatment or assessment of disease, impairment, or health of a human being, all locations at which such examinations are performed shall meet the requirements of 42 U.S.C. Section 263a (CLIA) and the regulations thereunder.

9. Financial and Compliance Audit Requirements

By signing this Agreement, the Contractor/Subcontrac tor agrees to abide by all requirements specified in 2 CFR 200, *et seq*., 2 CFR 400, *et seq*., and 45 CFR, 75, *et seq.,* as applicable, including but not limited to obtaining an annual audit, and any subsequent federal regulatory additions or revisions.

a. The definitions used in this provision are contained in Section 38040 of the Health and Safety Code, which by this reference is made a part hereof.

b. Direct service contract means a contract or agreement for services contained in local assistance or subvention programs or both (see Health and Safety [H&S] Code section 38020). Direct service contracts shall not include contracts, agreements, grants, or subventions to other governmental agencies or units of government nor contracts or agreements with regional centers or area agencies on aging (H&S Code section 38030).

c. The Contractor, as indicated below, agrees to obtain one of the following audits:

(1) If the Contractor is a nonprofit organization (as defined in H&S Code section 38040) and receives **$25,000 or more** from any State agency under a direct service contract or agreement; the Contractor agrees to obtain an annual single, organization wide, financial and compliance audit. Said audit shall be conducted according to Generally Accepted Auditing Standards. This audit does not fulfill the audit requirements of Paragraph c(3) below. The audit shall be completed by the 15th day of the fifth month following the end of the Contractor's fiscal year, **and/or**

(2) If the Contractor is a nonprofit organization (as defined in H&S Code section 38040) and receives **less than $25,000** per year from any State agency under a direct service contract or agreement, the Contractor agrees to obtain a biennial single, organization wide financial and compliance audit, unless there is evidence of fraud or other violation of state law in connection with this Agreement. This audit does not fulfill the audit requirements of Paragraph c(3) below. The audit shall be completed by the 15th day of the fifth month following the end of the Contractor's fiscal year, **and/or**

(3) If the Contractor is a State or Local Government entity or Nonprofit organization (as defined in 2CFR Part 200) and expends $750,000 or more in Federal awards, the Contractor agrees to obtain an annual single, organization wide, financial and compliance audit according to the requirements specified in 2CFR Part 200. An audit conducted pursuant to this provision will fulfill the audit requirements outlined in Paragraphs c(1) and c(2) above. The audit shall be completed by the end of the ninth month following the end of the audit period. The requirements of this provision apply if:

(a) The Contractor is a recipient expending Federal awards received directly from Federal awarding agencies, or

(b) The Contractor is a subrecipient expending Federal awards received from a pass-through entity such as the State, County or community based organization.

(4) If the Contractor submits to CDPH a report of an audit other than a single audit, the Contractor must also submit a certification indicating the Contractor has not expended $750,000 or more in federal funds for the year covered by the audit report.

Attachment: 21-10565-Mariposa DIS WFD Grant Agreement (rev 4-26-22) (RES-2022-294 : Approve Acceptance of Award for DIS Workforce

d. Two copies of the audit report shall be delivered to the CDPH program funding this Agreement. The audit report must identify the Contractor's legal name and the number assigned to this Agreement. The audit report shall be due within 30 days after the completion of the audit. Upon receipt of said audit report, the CDPH Program Contract Manager shall forward the audit report to CDPH's Audits and Investigations Unit if the audit report was submitted under Section 16.c(3), unless the audit report is from a City, County, or Special District within the State of California whereby the report will be retained by the funding program.

e. The cost of the audits described herein may be included in the funding for this Agreement up to the proportionate amount this Agreement represents of the Contractor's total revenue. The CDPH program funding this Agreement must provide advance written approval of the specific amount allowed for said audit expenses.

f. The State or its authorized designee, including the Bureau of State Audits, is responsible for conducting agreement performance audits which are not financial and compliance audits. Performance audits are defined by Generally Accepted Government Auditing Standards.

g. Nothing in this Agreement limits the State's responsibility or authority to enforce State law or regulations, procedures, or reporting requirements arising thereto.

h. Nothing in this provision limits the authority of the State to make audits of this Agreement, provided however, that if independent audits arranged for by the Contractor meet Generally Accepted Governmental Auditing Standards, the State shall rely on those audits and any additional audit work and shall build upon the work already done.

i. The State may, at its option, direct its own auditors to perform either of the audits described above. The Contractor will be given advance written notification, if the State chooses to exercise its option to perform said audits.

j. The Contractor shall include a clause in any agreement the Contractor enters into with the audit firm doing the single organization wide audit to provide access by the State or Federal Government to the working papers of the independent auditor who prepares the single organization wide audit for the Contractor.

k. Federal or state auditors shall have "expanded scope auditing" authority to conduct specific program audits during the same period in which a single organization wide audit is being performed, but the audit report has not been issued. The federal or state auditors shall review and have access to the current audit work being conducted and will not apply any testing or review procedures which have not been satisfied by previous audit work that has been completed.

The term "expanded scope auditing" is applied and defined in the U.S. General Accounting Office (GAO) issued Standards for *Audit of Government Organizations, Programs, Activities and Functions*, better known as the "yellow book".

10. Audit and Record Retention

(Applicable to agreements in excess of $10,000.)

a. The Contractor shall maintain books, records, documents, and other evidence, accounting procedures and practices, sufficient to properly reflect all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this Agreement, including any matching costs and expenses. The foregoing constitutes "records" for the purpose of this provision.

b. The Contractor's facility or office or such part thereof as may be engaged in the performance of this Agreement and his/her records shall be subject at all reasonable times to inspection, audit, and reproduction.

c. Contractor agrees that CDPH, the Department of General Services, the Bureau of State Audits, or their designated representatives including the Comptroller General of the United States shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records.

Attachment: 21-10565-Mariposa DIS WFD Grant Agreement (rev 4-26-22) (RES-2022-294 : Approve Acceptance of Award for DIS Workforce

Further, the Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (GC 8546.7, CCR Title 2, Section 1896).

d. The Contractor shall preserve and make available his/her records (1) for a period of three years from the date of final payment under this Agreement, and (2) for such longer period, if any, as is required by applicable statute, by any other provision of this Agreement, or by subparagraphs (1) or (2) below.

(1) If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of three years from the date of any resulting final settlement.

(2) If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three-year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular three-year period, whichever is later.

e. The Contractor shall comply with the above requirements and be aware of the penalties for violations of fraud and for obstruction of investigation as set forth in Public Contract Code § 10115.10, if applicable.

f. The Contractor may, at its discretion, following receipt of final payment under this Agreement, reduce its accounts, books and records related to this Agreement to microfilm, computer disk, CD ROM, or other data storage medium. Upon request by an authorized representative to inspect, audit or obtain copies of said records, the Contractor and/or Subcontractor must supply or make available applicable devices, hardware, and/or software necessary to view, copy and/or print said records. Applicable devices may include, but are not limited to, microfilm readers and microfilm printers, etc.

g. The Contractor shall, if applicable, comply with the Single Audit Act and the audit reporting requirements set forth in Title 2 of the Code of Federal Regulations, Part 200 (2CFR Part 200).

11. Federal Requirements

Grantor agrees to comply with and shall require all subgranteers, if any, to comply with all applicable Federal requirements including but not limited to the United States Code, the Code of Federal Regulations, the Funding Opportunity Announcement, the Notice of Award, the funding agreement, and any memoranda or letter regarding the applicable Federal requirements.

Attachment: 21-10565-Mariposa DIS WFD Grant Agreement (rev 4-26-22) (RES-2022-294 : Approve Acceptance of Award for DIS Workforce

Attachment 1

STATE OF CALIFORNIA
CALIFORNIA DEPARTMENT OF PUBLIC HEALTH

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making, awarding or entering into of this Federal contract, Federal grant, or cooperative agreement, and the extension, continuation, renewal, amendment, or modification of this Federal contract, grant, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency of the United States Government, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, “Disclosure of Lobbying Activities" in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subGrantees, subgrants, and contracts under grants and cooperative agreements) of $100,000 or more, and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C., any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

County of Mariposa Name of Grantee	Printed Name of Person Signing for Grantee
21-10565 Contract / Grant Number	Signature of Person Signing for Grantee
Date	Title

After execution by or on behalf of Grantee, please return to:

California Department of Public Health
STD Control Branch
P.O. Box 997377, MS 7320
Sacramento, CA 95899-7377

CDPH reserves the right to notifiy the Grantee in writing of an alternate submission address.

Attachment: 21-10565-Mariposa DIS WFD Grant Agreement (rev 4-26-22) (RES-2022-294 : Approve Acceptance of Award for DIS Workforce

Attachment 2

CERTIFICATION REGARDING LOBBYING

Approved by OMB
0348-0046

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

1. Type of Federal Action:	2. Status of Federal Action:	3. Report Type:
[ ] a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	[ ] a. bid/offer/application b. initial award c. post-award	[ ] a. initial filing b. material change For Material Change Only: Year _____ quarter _____ date of last report _____.

4. Name and Address of Reporting Entity:	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:
☐ Prime ☐ Subawardee Tier ___, if known: Congressional District, If known:	Congressional District, If known:
6. Federal Department/Agency	7. Federal Program Name/Description: CDFA Number, if applicable: _____
8. Federal Action Number, if known:	9. Award Amount, if known: $
10.a. Name and Address of Lobbying Registrant *(If individual, last name, first name, MI)*:	b. Individuals Performing Services *(including address if different from 10a. (Last name, First name, MI):*
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. required disclosure shall be subject to a not more than $100,000 for each such failure.	Signature: _____ Print Name: _____ Title: Telephone No.: _____ Date: _____

Federal Use Only	Authorized for Local Reproduction Standard Form-LLL (Rev. 7-97)

Attachment: 21-10565-Mariposa DIS WFD Grant Agreement (rev 4-26-22) (RES-2022-294 : Approve Acceptance of Award for DIS Workforce

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

    (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

Attachment: 21-10565-Mariposa DIS WFD Grant Agreement (rev 4-26-22) (RES-2022-294 : Approve Acceptance of Award for DIS Workforce

Contractor Certification Clauses

CCC 04/2017

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	Federal ID Number
County of Mariposa	94-6000880

By (Authorized Signature)

Printed Name and Title of Person Signing

Date Executed	Executed in the County of
	Mariposa

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

1) the dangers of drug abuse in the workplace;

2) the person's or organization's policy of maintaining a drug-free workplace;

3) any available counseling, rehabilitation and employee assistance programs; and,

4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

1) receive a copy of the company's drug-free workplace policy statement; and,

Attachment: CCC - Rev April 2017 (RES-2022-294 : Approve Acceptance of Award for DIS Workforce Grant)

2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES $50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably

Attachment: CCC - Rev April 2017 (RES-2022-294 : Approve Acceptance of Award for DIS Workforce Grant)

required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

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

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and

Attachment: CCC - Rev April 2017 (RES-2022-294 : Approve Acceptance of Award for DIS Workforce Grant)

Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

Attachment: CCC - Rev April 2017 (RES-2022-294 : Approve Acceptance of Award for DIS Workforce Grant)

STATE OF CALIFORNIA
CALIFORNIA CIVIL RIGHTS LAWS ATTACHMENT
DGS OLS 04 (Rev. 01/17)

DEPARTMENT OF GENERAL SERVICES
OFFICE OF LEGAL SERVICES

Pursuant to Public Contract Code section 2010, a person that submits a bid or proposal to, or otherwise proposes to enter into or renew a contract with, a state agency with respect to any contract in the amount of $100,000 or above shall certify, under penalty perjury, at the time the bid or proposal is submitted or the contract is renewed, all of the following:

1. CALIFORNIA CIVIL RIGHTS LAWS: For contracts executed or renewed after January 1, 2017, the contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and

2. EMPLOYER DISCRIMINATORY POLICIES: For contracts executed or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

CERTIFICATION

I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct. *Proposer/Bidder Firm Name (Printed)* County of Mariposa	*Federal ID Number* 94-6000880
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Date Executed	*Executed in the County and State of* Mariposa California

Attachment: DGS OLS 04 - Rev Jan 2017 (RES-2022-294 : Approve Acceptance of Award for DIS Workforce Grant)

State of California—Health and Human Services Agency
California Department of Public Health

TOMÁS J. ARAGÓN, MD, DrPH
Director and State Public Health Officer

GAVIN NEWSOM
Governor

Attachment: Mariposa-Letter of Intent (10-8-21) (RES-2022-294 : Approve Acceptance of Award for DIS Workforce Grant)

NOTICE OF INTENT TO AWARD

October 8, 2021

Eric Sergienko, MD, MPH
Health Officer/Public Health Director
Mariposa County Public Health Department
5085 Bullion Street
Mariposa, CA 95338

Dear Dr. Sergienko:

The California Department of Public Health (CDPH), Sexually Transmitted Diseases (STD) Control Branch is pleased to announce the intent to award federal funds to expand the Disease Intervention Specialist (DIS) workforce to strengthen the capacity of local public health departments to mitigate the spread of COVID-19 and other infections.

The purpose of these funds is to implement key strategies for STD, human immunodeficiency virus (HIV), COVID-19, and other infectious diseases prevention and control by increasing capacity to conduct disease investigation (case investigation and contact tracing), linkage to prevention and treatment, case management and oversight, and outbreak response for STD, HIV, COVID-19 and other infectious diseases. Following required online training for DIS, initial focus should be on training and mentoring staff to become proficient in STD and HIV disease investigation and partner notification. This is to ensure the DIS develop early comfort with the more challenging and intimate disease investigation that is required for STDs and HIV, and to clear the backlog of STD DIS work at the local level. Once proficient in STD/HIV disease investigation, DIS should be trained and mentored to support disease investigation of other infectious diseases. Any non-DIS staff hired to support frontline DIS workers should also focus on STD/HIV disease investigation first. Redirection of funded staff as necessary is expected to support the need for rapid emergency infectious disease outbreak response needs.

This funding opportunity is made possible through the federal grant award for Strengthening STD Prevention and Control for Health Departments (STD PCHD): Enhanced Activities, Catalog of Federal Domestic Assistance (CFDA) #93.977, from the Centers for Disease Control and Prevention (CDC). You can obtain general information about the STD PCHD grant by searching for the CFDA number on https://beta.sam.gov/. As a sub-awardee of the federal STD PCHD funding, a copy of the Notice of Award and the General Terms and Conditions will be provided to you for your records.

Attachment: Mariposa-Letter of Intent (10-8-21) (RES-2022-294 : Approve Acceptance of Award for DIS Workforce Grant)

Your agency's annual award is $102,384. To secure these funds, an official grant agreement will be developed and executed between your agency and CDPH; the grant term period will be July 1, 2021 through December 31, 2025.

The grant funds must be used to expand, train, and sustain a response-ready DIS workforce in your local health jurisdiction. For guidance, please see the attached draft of the grant activities. The grant activities must be adhered to in addition to any subsequent revisions along with all instructions, policy memorandums, or directives issued by CDPH/STD Control Branch. Please review the draft grant activities, and if there are any questions, please contact Jessica Frasure-Williams, Chief of the Program Development Section at Jessica.Frasure-Williams@cdph.ca.gov or your Central Inland Regional Capacity Building Coordinator, Sophie Lyons at Sophie.Lyons@cdph.ca.gov.

Responsibilities as Subrecipient of Federal Funds

According to Uniform Guidance, Title 2 CFR §200.332, the CDPH/STD Control Branch is required to monitor the subrecipient's use of federal funds. During the term of this agreement, the CDPH/STD Control Branch will conduct a risk assessment and implement the following subrecipient monitoring activities.

- Conduct pre-award meeting and additional meetings:
  - CDPH/STD Control Branch must meet with each subrecipient a minimum of 2-4 times per budget period dependent on the subrecipient's risk level.
  - Meetings may occur via conference call, in person, or via online video conference.
  - CDPH/STD Control Branch will provide the meeting date(s) and agenda(s).
- Review services to be provided for reasonableness and approve.
  - Subrecipient must provide documentation supporting these activities (e.g., bids, request for application, sole source documentation, quotes, etc.) upon request. This will ensure that a competitive process was utilized, or sole source activities are justified.
- Review invoices and supporting documentation prior to approving payment.
  - Audit invoices to ensure the amount billed is appropriate and applicable deliverables were received.
- Provide training and technical assistance as needed.
- Conduct additional monitoring activities as needed to ensure proper accountability, compliance with program requirements, and achievement of program goals.

In addition to the above evaluation and monitoring activities, CDPH/STD Control Branch will need to further document the subrecipient's eligibility to receive federal funding.

The following questions will need to be answered. The questions can be answered by completing and submitting the attached Subrecipient Eligibility Form.

1. Is your agency registered in the System for Award Management (SAM)?

   (Check one) ☐ Yes ☐ No

Attachment: Mariposa-Letter of Intent (10-8-21) (RES-2022-294 : Approve Acceptance of Award for DIS Workforce Grant)

If so, please provide a SAM screenshot confirming your active status in SAM.

1. What is your agency's Unique Entity Identifier (UEI)/Data Universal Numbering System (DUNS) number?

2. I have read the attached Notice of Award and the General Terms and Conditions. I agree to adhere to the General Terms and Conditions.

   (Check one) ☐ Yes ☐ No

3. I have attached my agency's most current Single Audit; or financial and performance evaluations because my agency is exempt from the Single Audit Requirement.

   (Check one) ☐ Yes ☐ No

The following Terms and Definitions are for use by the CDPH/STD Control Branch and subrecipients.

Terms and Definitions:

1) **Category of Federal Domestic Assistance (CFDA)** number identifies the federal assistance program and provides general information about the grant, such as the program objectives.

2) **System for Award Management (SAM) and Unique Entity Identifier (UEI) Requirements** (2 CFR 25.200(b)):

- The subrecipient that receiving Federal assistance funds must be registered in **SAM**.
- The subrecipient must also maintain an active SAM registration with current information at all times during which it has an active Federal award or an application or plan under consideration by an agency.
- The subrecipient must provide its **UEI** number in each application or plan.

SAM aka CCR = Central Contractor Registration

SAM is the Federal repository into which a subrecipient must provide information required for the conduct of business as a subrecipient. Registration information is available at the SAM website https://beta.sam.gov/.

Requirement for SAM

Unless exempted from this requirement under 2 CFR § 25.110*, the subrecipient **must maintain their current information** in the SAM. This requires that the subrecipient review and update their information at least annually after the initial registration, and

more frequently if required by changes in their information or another award term. (*2 CFR § 25.110 (b) and (c) **exempts individuals and Federal agencies**. See statute for more information.)

UEI = DUNS = Data Universal Numbering System – Established and Assigned by Dunn & Bradstreet (D&B), UEI is the nine-digit number established and assigned by D&B to uniquely identify business entities. A UEI number can be obtained from D&B by telephone (currently 866-705-5711) or online https://fedgov.dnb.com/webform (works best with Internet Explorer).

Please submit your intent to accept these funds to STDLHJContracts@cdph.ca.gov by Friday, October 22, 2021 and include your agency's name in the subject line when you send the email to help us to easily identify which local health jurisdiction you represent.

To apply for these funds, you must return the following documents no later than close of business, Friday, November 5, 2021.

- Subrecipient Eligibility Form
- LHJ Program Contact Information document

The completed documents should be e-mailed to STDLHJContracts@cdph.ca.gov. Please note that no funds are secured until the grant is fully executed.

If you have any questions, please feel free to contact Christine Johnson by e-mail at Christine.Johnson@cdph.ca.gov.

Sincerely,

Alexia McGonagle

Alexia McGonagle, Acting Chief
Business Operations Support Section
STD Control Branch

Enclosures

cc: Margarita King, PHN Manager, Mariposa County
Kathleen Jacobson, MD, Chief, STD Control Branch
Jessica Frasure-Williams, Chief, Program Development Section, STD Control Branch
Sophie Lyons, Central Inland Regional Capacity Building Coordinator, STD Control Branch
Christine Johnson, DIS Workforce Development Grant Manager, STD Control Branch

Attachment: Mariposa-Letter of Intent (10-8-21) (RES-2022-294 : Approve Acceptance of Award for DIS Workforce Grant)

MARIPOSA COUNTY

Administration/Technical Services · 966-3222

RESOLUTION - ACTION REQUESTED

MEETING: May 10, 2022

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Agreement with E-Z Tel Inc. for Mitel Phone System

RECOMMENDATION AND JUSTIFICATION:
Approve the Agreement with E-Z Tel Inc. for Mitel Phone System in an Amount Not to Exceed $540,933; and Authorize the Board of Supervisors Chair to Sign the Agreement.

Mariposa County utilizes multiple legacy phone systems that are unsupported to provide our distributed offices with telecommunications. Even though the systems will continue to operate, hardware parts and software patches (security and features) for the system will no longer be produced. Even with available spare parts, these systems lack many modern features that help our workforce be more productive and mobile.

In early 2022, Mariposa County conducted an evaluation of submitted proposals for a single phone system. After two rounds of scoring, E-Z Tel Inc. and the Mitel MiVoice phone system is being recommended as the single phone solution for Mariposa County.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board has previously approved agreements with vendors for telecommunication systems.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve, the County will continue to utilizes multiple legacy phone systems that are unsupported to provide our distributed offices with telecommunications.

ATTACHMENTS:
Enterprise Phone System Presentation Handouts (PDF)
Agreement_with_EZ_Tel_for_Mitel_Phone_System_BOARD (PDF)

RESULT: DIRECTION GIVEN

REF ID# 12955



1

ENTERPRISE PHONE SYSTEM

A collection of technologies that include traditional office telephones, soft phones (software), mobile devices, and audio conferencing.

Also include Unified Communications (UC) technology such as voicemail, instant messaging, presence, and other modern technologies that streamline and enhance corporate communication.

2

Attachment: Enterprise Phone System Presentation Handouts (12955 : Agreement with E-Z Tel Inc. for Mitel Phone System)

THE REASON

01

Multiple, disconnected phone systems used throughout County offices

02

Majority are no longer supported by manufacturer

03

Legacy systems lack mobile and modern features

3

THE PLAN

Strategic Plan: Stewardship Objectives

- 3.1 Objective: Update systems, policies and procedures
- Initiative: Implement the recommendations of the technical services master plan

IT Master Plan

- Key Initiative: #50: Phone System Consolidation and Resiliency
- Using multiple systems reduces efficiency
- Reduce roadblocks & support ability to consolidate departments or functions
- Single system to reduce barriers to cooperation

4

Attachment: Enterprise Phone System Presentation Handouts (12955 : Agreement with E-Z Tel Inc. for Mitel Phone System)

THE REQUEST

Late 2021, RFP for an Enterprise Phone System

Objective

- Acquire the hardware, software, and services needed to replace the current phone systems with a modern solution in support of a more mobile workforce

5

THE SEARCH

- Bring value to Mariposa County
- Traditional communications and more
- Updated desk phones
- Soft phones and mobile app
- Client application

6

Attachment: Enterprise Phone System Presentation Handouts (12955 : Agreement with E-Z Tel Inc. for Mitel Phone System)

THE PROPOSALS

- Seven (7) proposals received
- Technical Evaluation of feasibility and technology
- Demonstration and Interview Evaluation

7

THE EVALUATION

Evaluation Panel used ranking system to award points

Criterion	Points
Price & Total Cost of Ownership	15
Business Requirements & Features	25
Technology & Ease of Use	20
Implementation Team & Approach	10
Company & Support	10
Mobility & Integration	20
Total Points	100

8

Attachment: Enterprise Phone System Presentation Handouts (12955 : Agreement with E-Z Tel Inc. for Mitel Phone System)

THE RECOMMENDATION

The Mitel MiVoice Enterprise Solution

- Consolidate phone systems with greater functionally
- Modern enterprise phone system with many options
- Provide greater functionality for teleworking/remote offices

E-Z Tel Inc.

- California based company with over 20 years experience
- Providing great service for customers like Mariposa County
- Partnership with Mitel

9

THE BENEFITS

Consolidation while simplifying with flexibility

- Reduce the number of phone systems
- Multitenant capable to meet individual business needs
- Reduce the number of external calls between departments
- Place desk phones in remote offices
- Easy to use apps give users control
- Facilitates collaboration whether in office, on the road, or at home



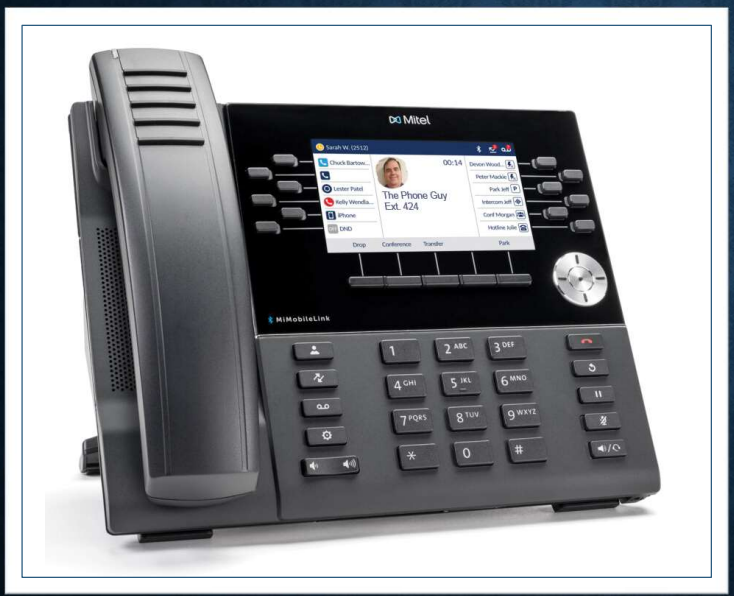
10

Attachment: Enterprise Phone System Presentation Handouts (12955 : Agreement with E-Z Tel Inc. for Mitel Phone System)

THE MOBILE WORKFORCE

- Work how you want, where you want, and when you want
- Hotdesking capable – Log into any phone, in any office, for the day
- Mitel desk phones over the internet
- Complete office functionality while working remotely
- Untether employees from a single desk

11



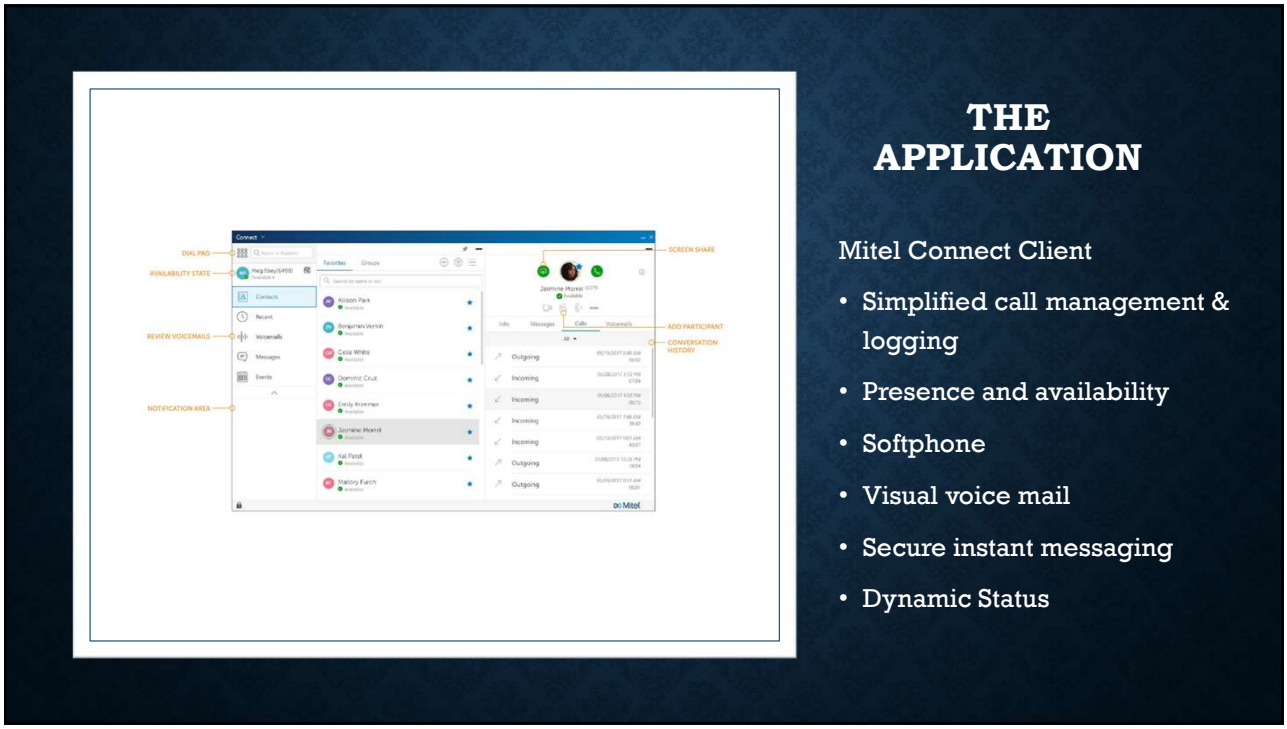
THE PHONE

MiVoice 9630 IP Telephone

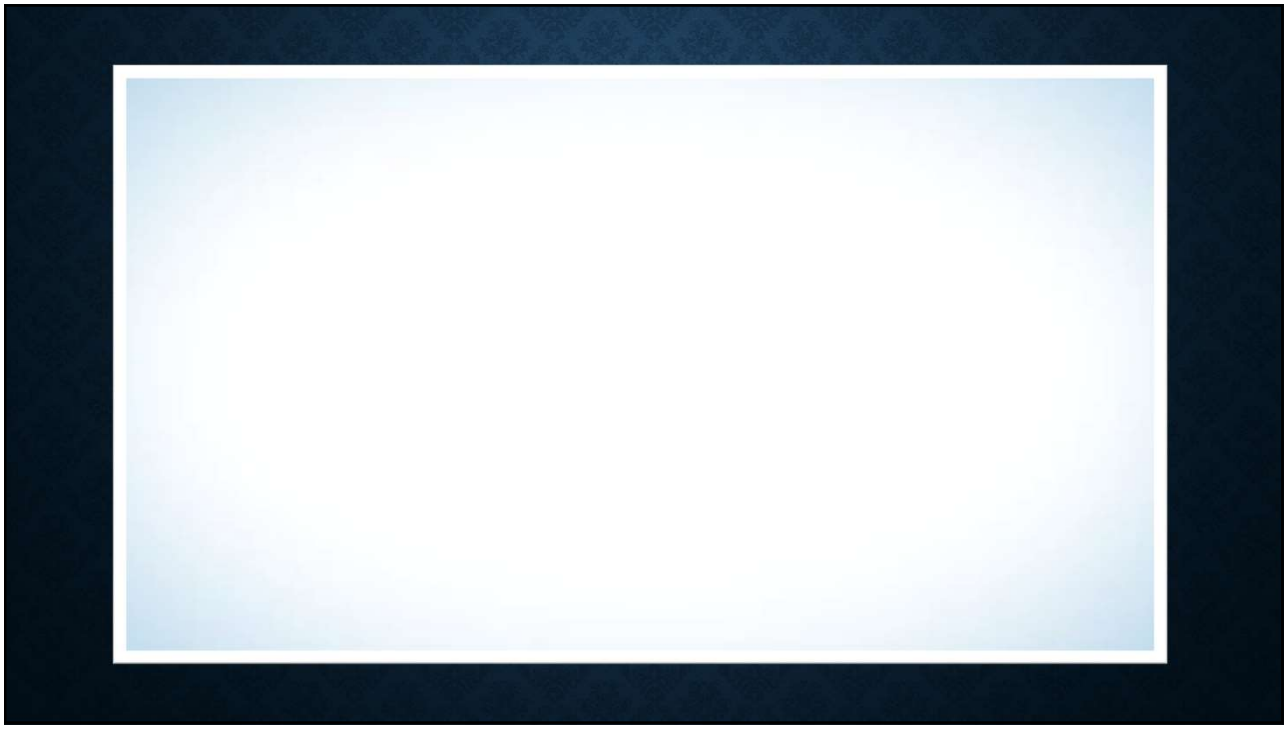
- 4.3" color display
- Bluetooth 4.1
- Cellphone charging point
- Enhanced speakerphone
- Programmable Personal keys
- Highly customizable

12

Attachment: Enterprise Phone System Presentation Handouts (12955 : Agreement with E-Z Tel Inc. for Mitel Phone System)



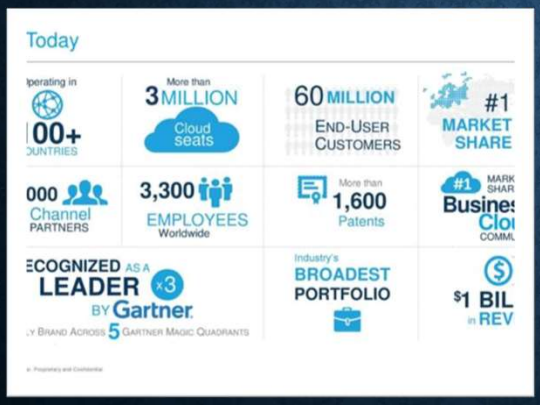
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14

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FUTURE OF MITEL



- Mitel is in no danger of bankruptcy and is acquisition mode
- $200M investment in RingCentral
- Partnership increase revenue
- Mitel refocused on OnPrem solutions
- Poised and looking to acquire competitors
- Great time to be a Mitel customer

15

THE NEGOTIATIONS

FINALIZE THE PROPOSAL FOR ACCURACY

OUTLINE IMPLEMENTATION SCHEDULE

PREPARE AGREEMENT

16

Attachment: Enterprise Phone System Presentation Handouts (12955 : Agreement with E-Z Tel Inc. for Mitel Phone System)

THE SCHEDULE

- Phase deployment of system
- Limit downtime during non-business hours
- Existing VoIP network

17

THE SUCCESS

- Fully supported, modern Enterprise Phone system
- Phone system consolidation
- Users have updated desk phones
- Increased functionality for mobile workforce

18

Attachment: Enterprise Phone System Presentation Handouts (12955 : Agreement with E-Z Tel Inc. for Mitel Phone System)



19

Attachment: Enterprise Phone System Presentation Handouts (12955 : Agreement with E-Z Tel Inc. for Mitel Phone System)

AGREEMENT WITH E-Z TEL INC FOR MITEL PHONE SYSTEM

THIS AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 20__, by and between the County of Mariposa, a political subdivision of the State of California, ("County"), and Ezell's Telephone Company ("Contractor"), pursuant to the following terms and conditions.

W I T N E S S E T H:

1. TERM

The term of this Agreement shall be for a period of five (5) years, commencing on May 10, 2022 through and including May 09, 2027.

2. SERVICES

Contractor shall perform Installation of phone system and five (5) year warranty on parts and labor with remote support as described in Exhibit A, "Proposal and Statement 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 $540,933. Contractor's hourly rates are listed in Exhibit A, "Proposal and Statement of Work." 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.

Attachment: Agreement_with_EZ_Tel_for_Mitel_Phone_System_BOARD (12955 : Agreement with E-Z Tel Inc. for Mitel Phone System)

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

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

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

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

B. OTHER INSURANCE PROVISIONS

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

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

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

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

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

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(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, arising from all acts or omissions of Contractor or its officers, agents, or employees in rendering services under this Agreement; excluding however such liability, claims, losses, damages, or expenses arising from County's sole negligence or willful acts.

6. INDEPENDENT CONTRACTOR

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

7. PUBLIC EMPLOYEES RETIREMENT SYSTEM (CALPERS)

In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement is determined by a court of competent jurisdiction or the Public Employees Retirement System (CalPERS) to be eligible for enrollment in CalPERS as an

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

8. STATE AND FEDERAL TAXES

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

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

9. AUDITS AND INSPECTIONS

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

10. ASSIGNMENT

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

11. NOTICE

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

CONTRACTOR:
Brenda Leavy, Account Executive
Ezell's Telephone Co E-Z Tel Inc.
510 North L St.
Livermore, CA 94551

COUNTY:
Dallin Kimble, County Administrative Officer
County of Mariposa
5100 Bullion Street
Mariposa, CA 95338

Attachment: Agreement_with_EZ_Tel_for_Mitel_Phone_System_BOARD (12955 : Agreement with E-Z Tel Inc. for Mitel Phone System)

12. COMPLIANCE

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

13. PUBLIC RECORDS ACT

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

14. ENTIRE AGREEMENT AND MODIFICATION

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

15. ENFORCEABILITY AND SEVERABILITY

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

16. TERMINATION AND RIGHTS UPON TERMINATION

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

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

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

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

17. NO WAIVER

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

18. DISPUTES

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

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

19. CAPTIONS

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

20. NUMBER AND GENDER

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

21. MANDATORY AND PERMISSIVE

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

22. SUCCESSORS AND ASSIGNS

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

23. COUNTERPARTS/ELECTRONIC, FACSIMILE, AND PDF SIGNATURES

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

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

24. OTHER DOCUMENTS

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

25. CONTROLLING LAW

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

26. AUTHORITY

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

27. NEGOTIATED AGREEMENT

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

28. NO RELIANCE ON REPRESENTATIONS

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

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29. WARRANTY

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

30. FUNDING AVAILABILITY

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

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

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

COUNTY OF MARIPOSA

_____

Rosemarie Smallcombe,
Chair Board of Supervisor

CONTRACTOR

_____

Brenda Leavy,
Account Executive

COUNTERSIGNED:
(Government Code §25103)

_____

Keith Williams
Interim Clerk of the Board

APPROVED AS TO FORM:

_____

Steven W. Dahlem,
County Counsel

Attachment: Agreement_with_EZ_Tel_for_Mitel_Phone_System_BOARD (12955 : Agreement with E-Z Tel Inc. for Mitel Phone System)

Ezell's Telephone Co.
E-Z TEL Inc.

Office
(925) 449-1504
Fax
(925) 449-5374
EMAIL
brenda@e-ztel.com
510 North L St
Livermore, California 94551

Proposal and Statement of Work

Prepared for:	Jeff Kreis, Network Administrator II Mariposa County
Prepared by:	Brenda Leavy
Date:	4/21/2022
Agreement #:	
SOW #:	
Version Number:	

Attachment: Agreement_with_EZ_Tel_for_Mitel_Phone_System_BOARD (12955 : Agreement with E-Z Tel Inc. for Mitel Phone System)

Ezell's Telephone Company
E-Z Tel, Inc.
CA Lic. No. 452985

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Contact Information

END USER

Company Name:	**Mariposa County**
Site Address:	
Primary Contact Name / Title:	Jeff Kreis, Network Administrator II
Contact Address:	
Phone Number:	(209) 742-6022 E-mail: jkreis@mariposacounty.org

PROVIDER OF SERVICES

Company Name:	**Ezell's Telephone Co E-Z Tel Inc.**
Address:	510 North L St Livermore, Ca 94551
Primary Contact Name / Title:	**Brenda Leavy**
Phone Number:	**(925)449-1504** E-mail: **brenda@e-ztel.com**

PROJECT MANAGER

Project Manager Name:	
Phone Number:	E-mail:

Proposed Solutions

About Mitel

Mitel (Nasdaq:MITL), a pioneer and global leader in the unified communications and collaboration (UCC) industry, powering more than 2 billion connections every day, including over 33 million daily cloud connections. Mitel helps companies connect, collaborate and take care of their customers anywhere, anytime, over any device. With over 40 years of experience providing business communication solutions, more than 70 million users in 100 countries have entrusted us with their communication needs. It's why we hold the #1 market share leader in Europe, the Middle East and Africa and why Gartner has recognized us as a Leader in Unified Communications. And offering the best path to the cloud has made us the fastest-growing global cloud communication provider in the world.

Business Communication Experts
The industry's broadest portfolio of business phone systems, collaboration and contact center solutions allows us to support the communications needs of the smallest business to the largest enterprise, both in the cloud and on premise. Mitel products include applications and mobility options that optimize businesses and make companies more productive. Our innovative solutions help customers keep up with leading technology trends, like bring-your-own-device (BYOD), cloud-enablement and multi-channel communication. Businesses can even use our solutions to help attract and retain the best employees and customers. We design for the future, and our solutions create a foundation for today that's both scalable and upgradable for tomorrow. Mitel is an innovative company but technology

does not dictate our decisions. Mitel solutions are designed based on customer business objectives and challenges, and our history of innovation is reflected in our 1,800 patents and applications.

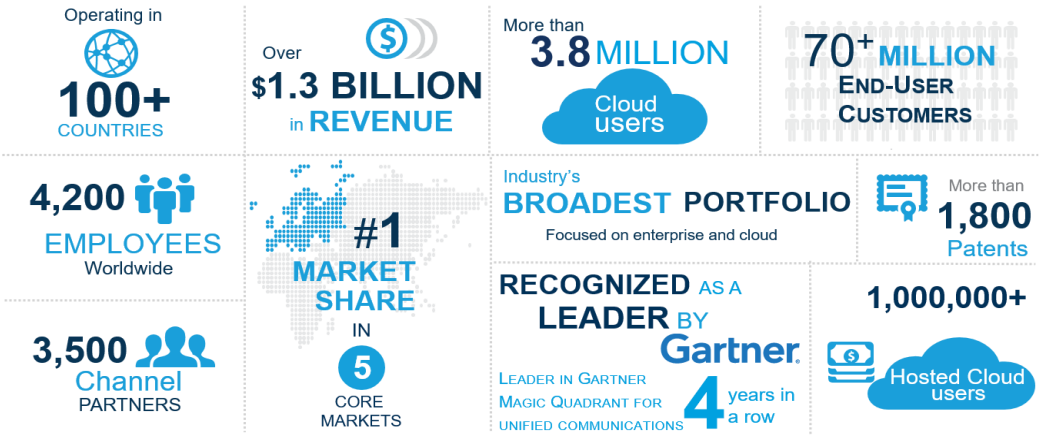
Empowering Partners
With more than 2500 channel partners globally, we go the extra mile to help partners win customers with margin advantage, sales and marketing enablement and the most flexible solutions, in the cloud, on premise or a hybrid of the two. The choice and flexibility of our products and services enable our partners to build efficient, robust offerings that are tailored to suit their business needs. And partners gain additional advantages through our post-sales technical support and one-on-one relationship approach.

Figure 1. Magic Quadrant for Unified Communications



Source: Gartner (July 2018)

Recognized by Gartner as a leader in Unified Communications, Mitel's cost-effective migration path from on-site-based to cloud-based communications solutions has enabled it to become one of the fastest-growing global cloud communications provider in the world. Today, Mitel holds the #2 position in the UCaaS market globally and continues to grow its cloud leadership as customers worldwide increasingly look for cloud and cloud-capable solutions to digitally transform their businesses.



Mitel continues to grow its global market share. Mitel maintains the #1 market share position in Europe and is tied for the #2 position in North America in the on-site space. It now has more than four million cloud seats installed, a

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number that keeps climbing. For this reason, Mitel is recognized as one of the industry's fastest-growing cloud businesses.

Mitel MiVoice Business (Enterprise Solution)

Mitel MiVoice Business (formerly the Mitel Communications Director) can be deployed in just about any environment, working with (rather than replacing) existing processes and systems to enhance them with the latest IP solutions and features. This attribute protects Mariposa County's legacy investment, and also prepares existing systems for future growth.

MiVoice Business software allows end users to operate their communications system with flexibility, ease, and reliability. This powerful software runs on a choice of platforms, such as the proprietary Mitel 3300 ICP or industry standard Dell, HP, and IBM® servers, widening the scope of businesses and enterprises that will benefit from Mitel's call control software.

It can be deployed in a centralized, distributed, or hosted configuration to meet specific business needs, and provides the reliability expected by the most stringent business requirements. MiVoice Business integrates with Mitel's desktop portfolio and suite of unified communications applications to drive productivity, enhance customer service and reduce costs.

Virtual Mitel MiVoice Business offers the same MiVoice Business functions and capabilities, while being treated like any other virtualized application in the data center. Mitel and VMware® have partnered to allow voice and business applications to run together in a virtualized environment.

Mitel MiVoice Business Multi-Instance leverages virtualization techniques to allow multiple instances of MiVoice Business to run on an industry-standard server. Multi-Instance provides a dense, scalable, and energy efficient communication services platform, while maintaining the flexibility of completely distinct PBX instances.

Whether a company has 30 users or 65,000, MiVoice Business brings powerful call handling, a profusion of features, simple management and flexible deployment options.

Included as embedded features within MiVoice Business are leading-edge mobility capabilities and standard unified messaging. Mitel Dynamic Extension establishes a single identity for users communicating internally or externally. Dynamic Extension works with any device (desk phone, cellular, remote office, home phone) and extends the corporate system to any location on any network. This improves the accessibility of the user, and also reduces costs and ensures first-call resolution.

MiVoice Business also includes inherent auto attendant, automatic call distribution, Wi-Fi, and an IP DECT wireless gateway. These combined with over 500 telephony features such as hot desking and audio conferencing enrich the user experience and invigorate existing processes. In distributed environments, MiVoice Business works over IP or traditional telephony networks to provide a virtual single system. MiVoice Business also provides support for networking standards such as SIP, QSIG and DPNSS, which facilitate interconnection with third-party PBXs and applications.

Administrators sign on only once to manage all the capabilities of up to 19 other MiVoice Business platforms. Through the same Web-based interface, they can also reach through to various applications to view and change administration forms on any MiVoice Business platform in the system.

MiVoice Business has no dedicated server hardware, but instead runs on either Mitel proprietary 3300 Controllers or industry-standard Sun, HP or IBM servers. It operates across virtually any LAN or WAN infrastructure, regardless of manufacturer. It can also be implemented in a distributed model where call control is managed at local sites, or in a hosted model where call control servers are collocated with gateways to deliver resilience and business continuity.

MiVoice Business can be configured to provide different services running on separate hardware platforms within a single solution. For example, it can be configured to run as a call controller on one hardware platform, a media gateway on another, and an applications and services gateway on a third controller, all combining to form a single system.

MiVoice Business consistently delivers efficient, seamless call handling. It provides native call setup, tear down, and signaling between Ethernet IP-connected telephones. For traditional telephony, such as POTS and PSTN trunks, call

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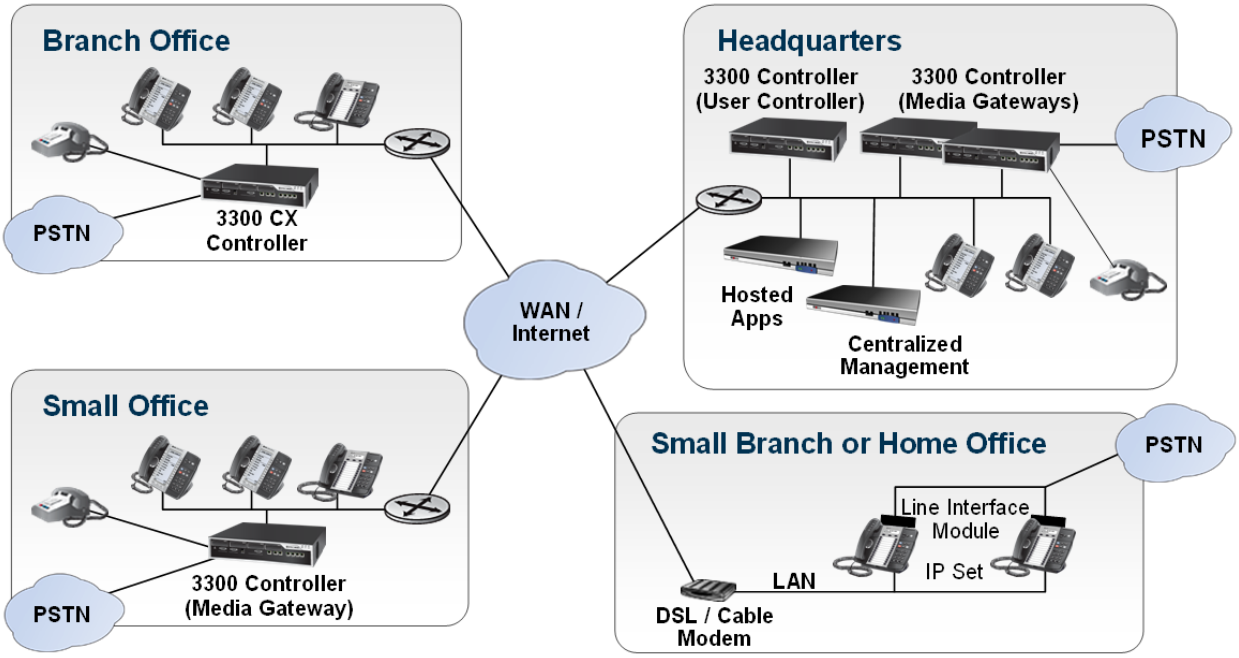
handling is also conducted natively by the system through a conventional TDM circuit-switched subsystem. Using two different switching techniques simultaneously means

- all traffic is switched with minimum conversion between packet and traditional telephony to provide optimum voice quality in all call scenarios
- embedded gateway functionality is only required between the IP and non-IP networks, optimizing the use of system resources
- migration from traditional PBX to IP telephony is seamless and efficient

MiVoice Business's high level of flexibility revives legacy systems and saves Mariposa County money and time. MiVoice Business is designed to IP-enable the legacy PBX, which protects existing investments while delivering all the advantages of a unified communications infrastructure. In addition, features available on Mitel IP phones can be ported to legacy phones (desktop, wireless, cellular, remote), eliminating the need to buy new phones.

MiVoice Business's flexible design immediately enhances the user experience, and extends high-level benefits over the long term.

The following diagram illustrates a sample MiVoice Business converged network for medium to large businesses; however, it is also easily scalable for smaller organizations.



Architecture

Using Mitel 3300 Controllers and gateways, MiVoice Business can be configured and integrated into any corporate LAN or WAN infrastructure that supports Quality of Service, regardless of manufacturer.

The IP network connects IP telephony devices, and simultaneously provides a Time Division Multiplexer (TDM) subsystem (for digital and analog phones and trunks). This capability means that MiVoice Business …

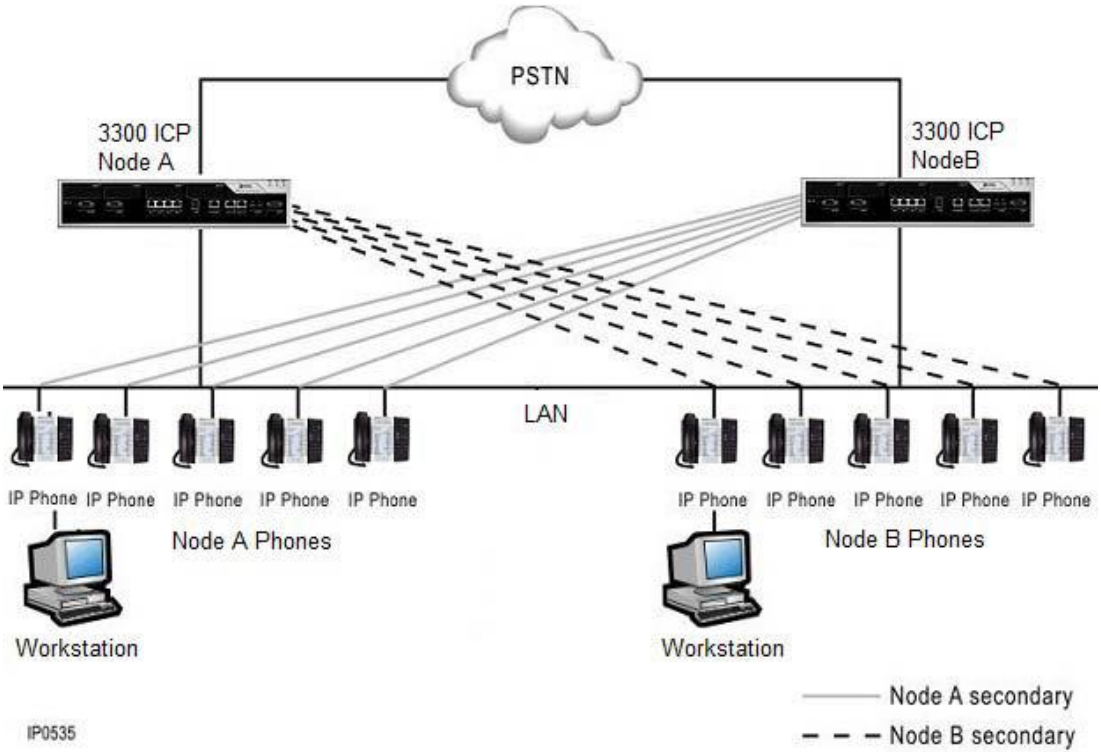
- supports a complete IP implementation, a TDM implementation, or a combination of IP and TDM
- can provide optimum voice quality in all call scenarios due to minimization of conversions between IP and TDM
- offers seamless and efficient migration from traditional PBX to IP telephony
- provides native support for SIP interoperability with multiple service providers and for a variety of traditional PSTN interfaces and networking protocols
- delivers consistent features and functionality between the TDM and IP domains

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System Reliability and Resiliency

MiVoice Business offers several options to ensure business continuity in the event of a network outage or hardware failure: native resiliency, virtualization, and remote connectivity.



MiVoice Business's distributed network keeps communications available during system failure

Native system resiliency is maintained through multiple MiVoice Business platforms in a Mitel cluster. The cluster allows multiple Mitel platforms to work together as a single system. In a resiliency solution, the MiVoice Business cluster can direct IP phones and applications as well as route and maintain calls. During network problems, system functionality is sustained because data is distributed throughout the clusters.

The distributed network configuration eliminates the need for additional hardware because it optimizes the use of existing hardware.

Virtual MiVoice Business provides business continuity services through VMware, offering the ability to perform an automatic restart of virtual machines on alternate servers.

Mitel also provides the simple-to-deploy Mitel Border Gateway (MBG) teleworker solution. Through this solution, remote employees can access office phone settings and extensions.

Redundancy

The 3300 ICP MXe Controller supports hard drive redundancy, disk mirroring, and power supply redundancy using an optional RAID controller and two hard disk drives, and an optional redundant power supply unit.

Scalability

Through clustering, our proposed platform extends to more than 65,000 users.

Clustering involves grouping multiple Mitel 3300 ICP Controllers into a seamless network.

All controllers in a cluster share phone information. The cluster also provides fallback for a fully resilient solution.

Clustering allows us to combine up to 999 platforms together, accommodating an increasing user base.

Since the 3300 ICP Controller does not use cards or cabinets as in a legacy PBX, you would need only to purchase a telephone and license to scale as large as needed.

MiVoice Business Virtual for VMware

MiVoice Business Virtual is the industry's first virtualized voice communications software application. It offers the same enterprise-caliber functions and capabilities deployed on physical MiVoice Business controllers and can be deployed on any industry-standard servers that comply with vSphere 5.5 hardware guidelines. Its rich, industry-leading features include Dynamic Extension, clustering, resiliency support, SIP service provider interconnect, and multi-node management. The virtual appliance uses open standards, enabling it to be inserted into the data center along with other business applications.

Server virtualization and management tools such as that provided by VMware data centers save costs by reducing their physical server footprint.

Along with power and real estate savings, this results in server management automation and data center process standardization. The number of applications that can be virtualized is also increasing.

Mitel offers several communication applications as Virtual Appliances and a few others that are VMware-ready. Both Virtual Appliances and VMware-ready applications can be deployed into a VMware enabled virtual infrastructure.

Virtual Appliances, however, come pre-packaged as a readily deployable software package that simplifies installation time and ensures that the virtual appliance is correctly configured, which saves time and avoids potential virtual software installation issues.

Virtual Appliances available as part of Mitel Virtual Solutions include

- Virtual MiVoice Business
- Virtual MiCollab with unified Messaging, MiCollab Client, and audio, web and video conferencing
- Virtual MiVoice Border Gateway teleworker service, SIP trunk proxy service, and Application Web Proxy service
- Virtual Unified Communicator (UC) Advanced server

Virtual MiVoice Business network deployment

- One or more instances of Virtual MiVoice Business which can be configured as a cluster and with resilient IP telephony failover

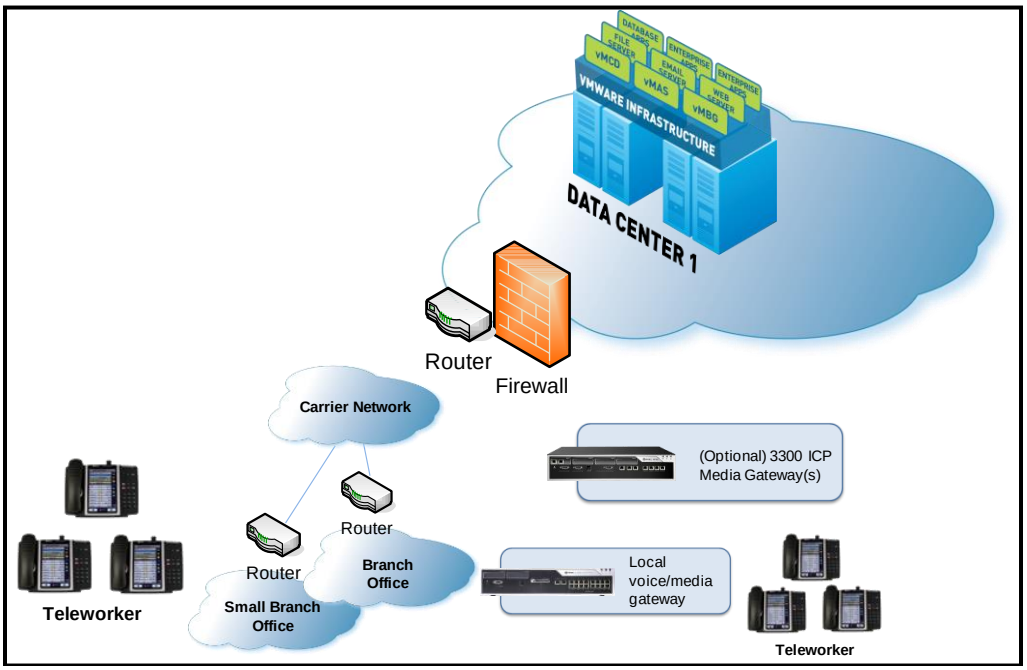
- Additional Mitel business communication applications virtual appliances, such as Virtual MiCollab and Virtual Mitel Border Gateway (MBG), as well as applications that are VMware ready, such as Customer Interactions Solutions, and Enterprise Manager

- Other business applications

A 3300-controller acting as a Media Gateway can be optionally deployed to provide digital/analog services.

For an existing Mitel solution deployment, a 3300 controller can be redeployed as a trunking gateway.

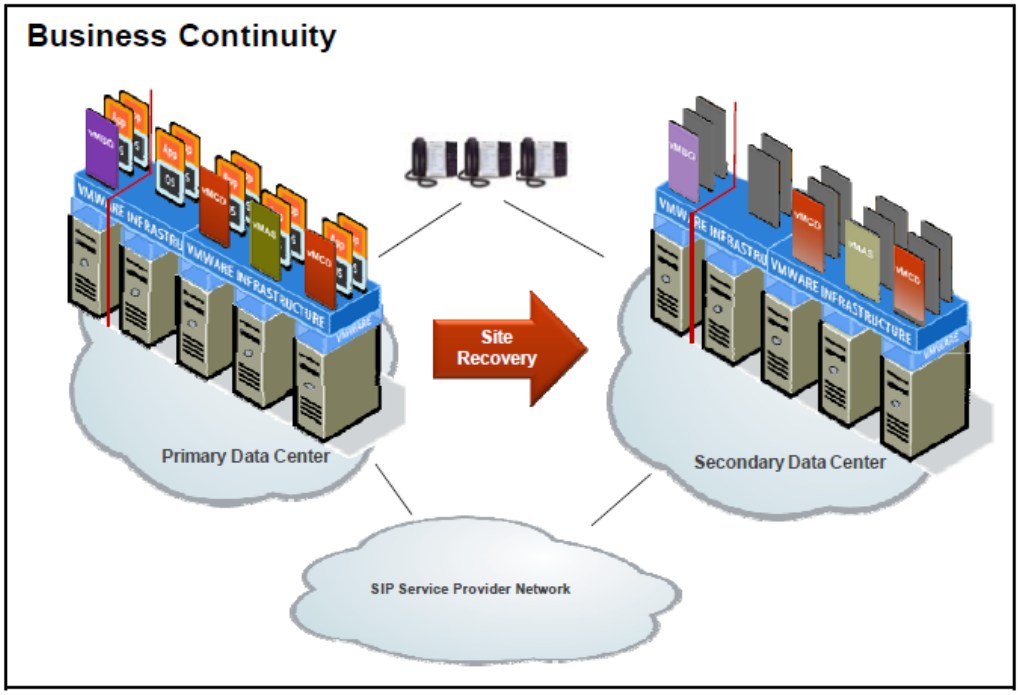
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Typical Virtual MiVoice Solution

Increased business continuity capabilities are enabled to allow for the replication of business communication applications in secondary data centers.

VMware virtual infrastructure management combined with Mitel's application layer resiliency and failover for the MiVoice Business software ensures business continuity and provides unprecedented availability along with consistent administration and manageability across IT Data Center.



Enabling Business Continuity

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Virtual Mitel Communications Director supports up to 2,500 active users, and multiple Virtual MiVoice Business instances can be deployed and clustered to extend the number of users.

Mitel supports application co-residency, allowing Virtual MiVoice Business call control and other Mitel Virtual Solutions applications to run side by side with other line of business applications.

MiVoice Business, a software-based unified communications platform, is validated to run on Industry Standard Server (ISS) hardware in a physical or virtualized format making it a preferred fit for the requirements of a data center environment.

Mitel Virtual Solutions is a complete virtualized unified communications solution certified by Mitel Solutions Alliance (MSA) labs and achieving the “VMware Ready” certification for virtual applications (vapps).

Mitel Virtual Solutions (Virtual MiVoice Business, Virtual MiCollab and Virtual MiVoice Border Gateway) provide a complete virtualized unified communications solution optimized as an Open Virtualization Format (OVF) installation for VMware vSphere allowing your organization to leverage the full benefits of vSphere and vCenter management tools.

All Mitel Virtual Solutions products are fully certified to co-reside with other line of business applications on your vSphere host resource(s).

Mitel Virtual MiVoice Business can be deployed as part of a centralized topology within the data center or virtual machine host environment.

This allows multiple call control instances (Virtual MiVoice Business) to be deployed across a common VMware host environment, including the ability to move the instance from one host to another.

The benefits of the solution include consolidated hardware at one or two physical locations while providing specific and unique call processing to each of the departments or remote office locations.

The solution builds upon the already robust standard resiliency model found within MiVoice Business enterprise deployments.

Through the support of the vCenter management tools vMotion and High Availability (HA), Business Continuity (BC) can be further enhanced to provide availability levels of 99.999%.

Mitel enables these applications to run in virtual data center environments with other business applications so that they fit within Mariposa County’s established business processes.

Virtual MiVoice Benefits

Virtual MiVoice offers the following benefits:

- Reduced Capital Expenditure – Consolidating telephony and unified communications means that Mariposa County would no longer require dedicated physical servers or appliances to provide telephony and unified communication services to employees.
- Reduced Operations and Maintenance Costs – Mariposa County can reduce time, effort and the costs associated with managing servers. Integrating telephony within the VMware virtual infrastructure results in communication solutions being managed with other virtualized business applications.
- Reduced Power Consumption – Consolidating business communications applications would enable Mariposa County to take advantage of the power savings of virtual environments enabled by VMware server virtualizations.
- Improved Application Availability – Integrating with a VMware managed virtual environment enables Virtual MiVoice to use VMware vSphere Client and vCenter to manage application availability. Applications are not subjected to prolonged downtime for server maintenance.
- Integrated Business Continuity – VMware virtualization provides integrated disaster recovery management. Management methodologies and best practices are consistently applied across all applications in the data center, including business communication applications, resulting in time and money savings.
- Consistent Feature Set and Licensing – Virtual MiVoice uses the same communications software suite as that available on 3300 controllers and Industry Standard Servers (ISS). It uses the same software licensing

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as Virtual MiVoice Business, so Mariposa County's investment would be protected when migrating from non-virtual to virtual environments.

- Seamless Telephony Integration – Virtual MiVoice integrates seamlessly in a network of MiVoice Business machines – either 3300 controller, Industry Standard Servers (ISS) or other Virtual MiVoice appliances. Virtual MiVoice integrates with the same Mitel desk phone portfolio and applications suite.
- Faster System Deployment – Virtual MiVoice is easy to install into an existing virtualized data center. Increasing communications capacity and adjusting overall workload is faster than it would be with traditional dedicated specialized appliances or dedicated servers.

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Mitel 3300 CX Controller



The Mitel 3300 CX Media gateways greatly simplify communications and offer everything needed to support a small office, enable computer, printer and high-speed Internet connectivity all to one compact box and over one line. These gateways can support up to 100 IP Phone users.

The CX support embedded analog functionality for trunks and phones, including:

- 4 ONS (analog terminal/phone)
- 6 LS (Loop Start analog) trunks
- Support for 2 PFTS (power fail transfer stations). If power to the CX fails, a mechanical relay automatically transfers specific ONS line ports to specific LS trunk ports.

An Optional AOB (Analog Option Board) can be added to either controller to support an additional 4 ONS lines and 6 LS trunks.

The CX can also support up to 3 external ASU's (Analog Services Units) for low to moderate density analog phone and trunk applications, above the densities supported in the base platform or AOB.

The CX gateways also can support BRI (Basic Rate Interface) functionality for small businesses by the addition of MMC (Multi-media Control) cards into the base platform.

For larger implementations, the CX Gateways both support an optional T1/E1 combo module that provides digital trunking for T1 / E1 / or PRI trunking, or a dual T1/E1 module.

The combo module also includes a DSP (Digital Signal Processor), which supplements embedded DSP capability in the base gateway to provide additional resources for CLASS tone generation, Record a Call conferences, DMTF receivers, voice compression, and voice echo cancellation.

The CX gateways support an Ethernet connection to the WAN / Internet in addition to an Ethernet connection to the LAN.

The Mitel 3300 ICP CX/CXi - Ideal for Small/Branch Offices

The 3300 ICP platform gives businesses a choice of controllers geared to the needs of small offices, whether for a single location or for branch offices needing connectivity to the corporate headquarters. The CXi Controller provides an integral data switch, router, power and firewall, and the CX Controller gives users the flexibility to choose their own data equipment. Both the CX and the CXi have as standard 4 analog extensions and 6 analog trunks on which to build a customized configuration.



Mitel 3300 CX Controller



Mitel 3300 CXi Controller

The 3300 CX/CXi Controllers are expandable to support up to 150 devices and can be networked with controllers in other locations to create a powerful, converged IP network.

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Mitel 3300 CXi Controller

The Mitel 3300 CXi Controller is the perfect all-in-one solution to simplify communications at lower line sizes. The CXi provides support for phones and fax machines, and with an embedded data switch, enables computer, printer and high-speed Internet connectivity over one line. This can include an integral firewall and broadband router to protect your data and reduce costs.

The 3300 ICP CXi Controller provides:

- An embedded 16-port powered L2 10/100 Ethernet switch
- An additional 10/100/1000 Ethernet uplink port
- Connectivity to additional switch ports and router
- A WAN port that is an “Internet Gateway”, providing connection to an ISP for Internet access (e.g., DSL or cable) and NAT and firewall capabilities. (excludes use for IP networking)
  [ASK BC/ Bob W about this: WAN port does not support IP networking - use external router for IP networking (same as you would with a CX, MXe, AX Controller)

Mitel TA7100 Terminal Adapters

The TA7100 Terminal Adapters for analog devices connecting to SIP extensions come in three models: the Mitel TA7102 with 2 analog/fax ports, the Mitel TA7104 with 4, and the Mitel TA7108 with 8 analog/fax ports. Through the analog ports, the TA7100 terminal adapters can connect up to two, four or eight analog phones, modems or faxes. In addition, a PC or home router can be connected to the units second LAN/Ethernet port. Additionally their built-in WAN/LAN ports enable a PC or home router to be connected to a broadband modem. For wide area connection, the terminal adapters use existing broadband access equipment to connect to any standards-based VoIP network.



Mitel TA7102 Terminal Adapter



Mitel TA7104 Terminal Adapter



Mitel TA7108 Terminal Adapter

The TA7100 Terminal Adapters offer security features, such as SIP over TLS, SRTP, certificates management, and HTTPS, which are designed to bring enhanced security for the network management, SIP signaling and media transmission aspects. TA7100 Terminal Adapters interface seamlessly with the full Mitel communication server portfolio of products in secure networks. The units also use innovative TAS (Transparent IP Address Sharing) technology and an embedded PPPoE client to allow PC (or router) connectivity to the second Ethernet port. This is done to have the same public IP address as the first port, eliminating the need for private IP addresses or address translations. The Terminal Adapters support high compression codecs simultaneously on all analog voice ports, saving valuable bandwidth. For management purpose, the TA7100 units provide a web interface, giving administrators convenient access to the unit for initial setup. The devices can also be auto-provisioned by fetching their encrypted configuration from a TFTP or HTTPS server, making installation secure and transparent to end users.

The TA7100 analog-to-SIP terminal adapter, also used as residential gateway, provides connectivity for two/four/eight analog devises (telephones, terminals, Fax machines) plus one IP/SIP interface to a PC (or other IP based device).The Mitel TA7102, TA7104 and TA7108 connects to the MiVoice Business or MiVoice Office 250 platform via SIP and the each end-point connected via the terminal adapter needs to be registered/supported as SIP devices (i.e. need SIP Phone License Cat F or Standard or Enterprise License).

Benefits:

The TA7100 Terminal Adapters are a security-ready, VoIP gateway allowing Enterprise Networks to connect SOHOs, Remote Workers and Branch Offices to an IP network, while preserving investment in analog telephones and faxes. The terminal adapters may also be used for connection of analog devices to the call server while located inside the enterprise network. The Mitel TA7100s connect to Mitel MiVoice Business and MiVoice Office 250 communications platforms via SIP, and each end-point connected via the terminal adapter needs to be registered/supported in MiVoice platform as SIP devices (i.e. need SIP extension license). These Analog Terminal Adapters come with a web interface that:

- Connects up to 2,4 or 8 analog phones and/or faxes
- Connects to PC or a home router
- Offers security features such as SIP over TLS, SRTP, certificates management, and HTTPS
- Supports high compression codecs simultaneously on both analog voice ports, saving valuable bandwidth

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MiVoice 6930 IP Telephone

The MiVoice 6930 IP Phone is designed for power users who need a phone that can be tailored to their specific communication needs. MobileLink enables the users' mobile phone to pair directly with the 6930 using the embedded Bluetooth 4.1 interface to deliver access to many of the features of the mobile phone on the desk phone, making the MiVoice 6930 an invaluable companion to the mobile user's smart phone. The 6930 affords users the flexibility to tailor the phone for specific needs through a broad array of end-user installable add-on accessories. It's designed from the ground up to provide an exceptional HD audio experience via its unique voice optimized handset, enhanced full-duplex speakerphone and support for Bluetooth, USB, Analog, and EHS/DHSG headsets. Supporting today's high-speed networks through dual Gigabit Ethernet ports, the 6930 offers a large 4.3" color backlit LCD display, HD wideband audio with advanced audio processing, seventy-two programmable Personal keys and five context sensitive soft keys.



Features:

- Large 4.3" 480x272 color display and MobileLink support
- Built-in Bluetooth 4.1 Interface for Mobile Device and Headset connection
- LED illumination indication of Mobile device connecting to desk phone
- Seventy-two programmable, 1-touch multi-function, self-labeling keys (6 pages of 12 keys for speed dialing, line appearances, feature access)
- 10 Fixed function keys: Hang-up, Redial, Hold, Mute, Speakerphone/Headset, Contacts, Call History, Voicemail, Settings and Volume Up/Down
- Five context-sensitive softkeys for intuitive feature access
- Supports MiCollab and MiVoice Business Gateway (Teleworker) applications
- Desktop user tool: Browser-based desktop configuration and programming tool for easy access to telephone system features as well as key labeling
- Exceptional HD Handsfree speakerphone (full duplex)
- Dual-port Gigabit Ethernet (10/100/1000 Mb integrated Ethernet switch)
- Powered USB 2.0 Host port (500mA) for Mobile Device charging, headset and accessories support
- Sidecar Expansion port for connection of Programmable Key Module and other accessories
- 48V DC power barrel jack
- Navigation cluster for navigating through the intuitive Graphical User Interface
- Voice optimized corded handset - hearing-aid-compatible (HAC - meets American Disabilities Act [ADA] requirements) and HAC compliance for magnetic coupling to approved HAC hearing aids
- Supports Mitel Teleworker Solution, Automatic Call Distribution (ACD) agent and supervisor, hot desking, and resiliency
- Designed for power conservation: reduces power consumption for overall energy savings
- Multiple powering options: Accepts standards-based (IEEE 802.3af power compliant) power over the LAN via spare pair to signal pair, or supports 48 VDC Ethernet / AC power wall adapter
- Codec support: G.711, G.729a, G.722, G.722.1
- Supports IEEE 802.1p/q for Voice Quality of Service
- Dual Mode ready – Supports Mitel IP (MiNET) and SIP (Future) protocols

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MiVoice 6940 IP Telephone

The MiVoice 6940 is designed for the executive user who demands a premium, high-end device that meets their demanding communication needs. MobileLink enables the users' mobile phone to pair directly with the 6940 using the embedded Bluetooth 4.1 interface to deliver access to many of the features of the mobile phone on the desk phone, making the MiVoice 6940 an invaluable companion to the mobile user's smart phone. The 6940 affords users the flexibility to tailor the phone for specific needs through a broad array of end user installable add-on accessories. The 6940 is designed from the ground up to provide an exceptional HD audio experience via its unique voice optimized cordless handset, enhance full-duplex speakerphone and support for both Bluetooth and USB headsets. Supporting today's high-speed networks through dual Gigabit Ethernet ports, the 6940 offers an exceptionally large 7" color touchscreen display, HD wideband audio with advanced audio processing, ninety-six programmable Personal keys and six context sensitive soft keys.



Features:

- Exceptionally Large 7" 800x480 color capacitive touchscreen display
- MobileLink support
- Built-in Bluetooth 4.1 Interface for Mobile Device and Headset connection
- LED illumination indication of Mobile device connecting to desk phone
- Ninety-six programmable, 1-touch multi-function, self-labeling keys (6 pages of 16 keys for speed dialing, line appearances, feature access)
- 10 Fixed function keys: Hang-up, Redial, Hold, Mute, Speakerphone/Headset, Contacts, Call History, Voicemail, Settings and Volume Up/Down
- Six context-sensitive softkeys for intuitive feature access
- Supports MiCollab and MiVoice Business Gateway applications
- Desktop user tool: Browser-based desktop configuration and programming tool for easy access to telephone system features as well as key labeling
- Exceptional HD Handsfree speakerphone (full duplex)
- Dual-port Gigabit Ethernet (10/100/1000 Mb integrated Ethernet switch)
- Powered USB 2.0 Host port (500mA) for Mobile Device charging, headset and accessories support
- Sidecar Expansion port for Programmable Key Module and other accessories connection
- Secure voice communication enabled by encryption
- Intuitive touch based Graphical User Interface with gesture support
- Voice optimized cordless handset - hearing-aid-compatible (HAC - meets American Disabilities Act [ADA] requirements) and HAC compliance for magnetic coupling to approved HAC hearing aids
- Supports Mitel Teleworker Solution, Automatic Call Distribution (ACD) agent and supervisor, hot desking, and resiliency
- Designed for power conservation: reduces power consumption for overall energy savings
- Mute and Speaker/Headset keys with LED illumination for status indication
- Multiple powering options: Accepts standards-based (IEEE 802.3af power compliant) power over the LAN via spare pair to signal pair, or supports 48 VDC Ethernet / AC power wall adapter
- Codec support: G.711, G.729a, G.722, G.722.1
- Supports IEEE 802.1p/q for Voice Quality of Service
- Dual Mode ready – Supports Mitel IP (MiNET) and SIP (Future) protocols

Mitel 6970 IP Conference Phone

Features:

- 7" WVGA (800x480) color TFT capacitive touch-screen LCD with brightness controls
- Power Over Ethernet (PoE) LAN port supporting 10/100/1000 Base T

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- Embedded Bluetooth 4.1
- 1 USB 2.0 Host port one on the side of the unit
- 1 peripheral mini USB port underneath the unit
- 2 ports for optional external microphones underneath the unit
- Enhanced conference audio with high output speaker and 8 microphone beam-forming array
- Support for wireless network connection via optional Mitel Wireless LAN adapter
- Twelve touch screen top softkeys supporting up to:
- 48 functions
- 6 state-based touch screen bottom softkeys supporting up to 30 functions
- MobileLink support - seamless mobile integration using Bluetooth wireless technology



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Mitel MiCollab

Across your typical business, user collaboration, mobility, and messaging are the core communication requirements. To simplify these functions, Mitel combines them into a single solution: the Mitel MiCollab.

Promoting simplicity for users
Despite being physically separated, users appreciate being able to find each other quickly and connect without delays and long wait times for return calls and emails. Instead of users toggling between their communications applications, each with their own login procedure, MiCollab provides users access to all of their applications from one place – from anywhere on any device.

Also included in MiCollab is Presence, which provides a visual of someone's status and real-time access to everyone in the organization, on or off the premises, and enhances the effectiveness of "in the moment" communications.

Promoting simplicity for IT teams
MiCollab operates on a single management console providing administrators with one view of the entire solution - presence, collaboration, mobility, and messaging. As a single solution, MiCollab brings several other benefits to IT teams, including:

- One server for all functionality
- One interface for user deployment
- One management view
- One point of control
- Multiple deployment options including virtualized environments
- Powerful APIs to bring other applications like email and CRM into the user's communication realm.

MiCollab is a robust communications solution that unifies mission-critical applications on a cost-effective, easy-to-use platform. MiCollab minimizes installation and management costs because it consolidates multiple communication applications (see list below) on a single server with common installation, commissioning, and administration tools.

- Unified communications and collaboration
- Mobility
- Unified messaging
- Audio, video and web conferencing
- Real-time contact information
- Speech-enabled auto attendant
- Teleworking

By residing on a single server, MiCollab drastically cuts power consumption, reduces maintenance costs and requires less rack space. Time and effort are also saved with a single installation of all applications, an integrated initial system configuration wizard, and a simplified browser-based administration interface. As well, for everyday use, a browser-based user portal provides access to the applications.

Through integration with the MiVoice Business platform, MiCollab delivers call control, extensive features and support for a wide range of innovative desktop devices and applications.

MiCollab Unified Messaging

From basic voice mail to advanced unified messaging, MiCollab Unified Messaging (UM) is a reliable, cost-effective messaging application that satisfies the diverse needs of the entire user population.

As part of the MiCollab suite, MiCollab UM enables users to access their voice mail remotely through their existing e-mail clients (IBM Lotus Notes, Novell GroupWise, or Microsoft Outlook 2003/2007/2010 or 2013) or telephony user interface (TUI). MiCollab UM also enables access to voice messages from the desktop by e-mail client or web browser.

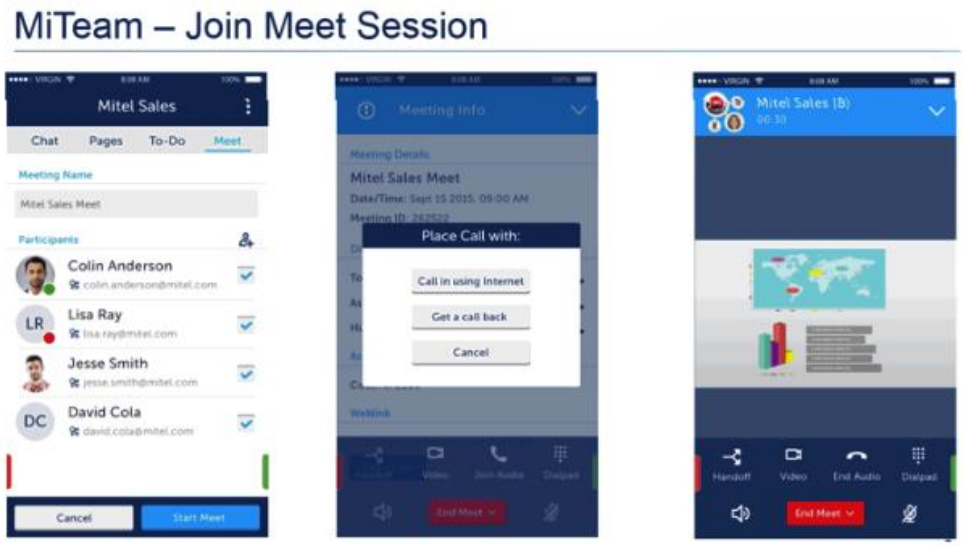
Benefits:
- Advanced unified messaging and text-to-speech e-mail reading allows users to manage voice mail, e-mail and faxes from a desk phone, mobile device or PC

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- Improves customer service levels while Speech Auto Attendant offloads the company receptionist from routine calls
- Personal call routing options, such as Find Me/Follow Me and the ability to create schedules and caller ID filtering, empower users to control how and when calls reach them
- NuPoint upgrade process improvement (vNPM Restore)

MiTeam (Available as an Option)

MiTeam is a workstream communications and collaboration tool that provides a highly collaborative, persistent workspace for team-based meetings, conversations, content collaboration and project management. It is integrated into MiCollab UC mobile (iOS and Android) and MiCollab Web Client.



Benefits:

- Consolidate teamwork capabilities into a single window pane, centralizing chats, content sharing, collaborative whiteboard sessions, pictures, videos, presentations, and add rich graphic and vocal annotations.
- Keep up to date on projects, stay connected with colleagues and clients, and eliminate cumbersome emails with powerful layers of embedded collaboration within a single application.
- Potential to integrate and embed more than 40 external services – such as DropBox, Salesforce.com, Evernote, and Google Drive – directly into your MiTeam experience to automate alerts, seamlessly import content and annotate files, all within the same application.
- Expand teams past the physical confines of your own organization to include remote employees, contractors, and even customer contacts, anywhere around the globe and on any device.

Speech Auto Attendant (Available as an Option)

The MiCollab UM Speech Auto Attendant (SAA) is an application that allows users to place calls to people quickly and efficiently by speaking their names. Users can also make a call by saying a department name or telephone number.

Speech Auto Attendant has the ability to store four numbers per person and provides the configurable option for the user to select which phone number will be called. Department names are also supported and can be heard after saying the "Department" command.

The auto attendant provides users with the ability to optionally play back the current presence state of the matched person prior to transferring a caller. This feature is supported through integration with the following clients:

- IBM Sametime
- Microsoft Live Communications Server 2005 (LCS) and Microsoft Office
- Communications Server 2007 (OCS)

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MiCollab Audio, Web, Video Conferencing

MiCollab Audio, Web and Video Conferencing brings together the benefits of a feature-rich audio conferencing solution with easy-to-use, intuitive web conferencing capabilities. These enable users to enhance a conference call or meeting through the use of shared documents, presentations, chat and desktop video.

The audio conferencing and web presentation capabilities facilitate better collaboration among internal and external employees, business partners and customers. Users can rapidly schedule and conduct conference calls and share documents with any participant from the browser-based interface. Recording and publishing options extend the conference beyond the initial meeting.

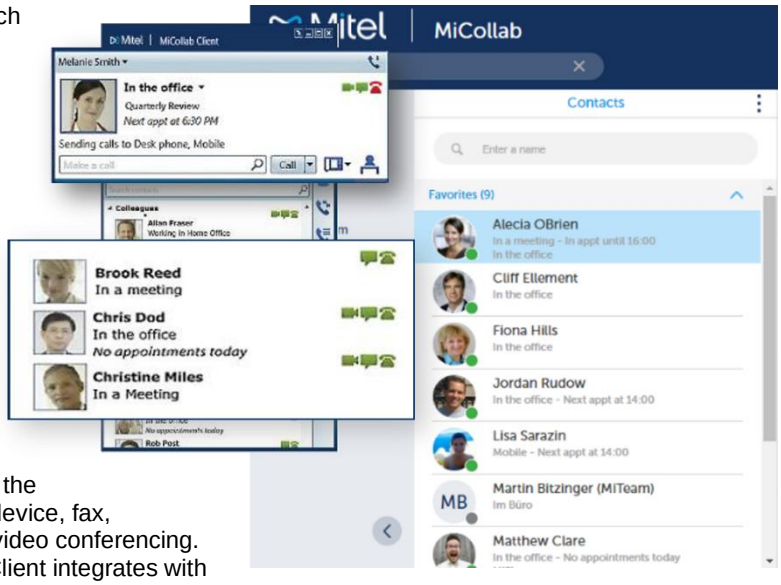
MiCollab Audio, Web, Video Conferencing on MiCollab is a cost-effective, scalable solution that connects people quickly and easily, regardless of their location. When part of MAS, MiCollab Audio, Web, Video Conferencing not only provides all the same features as its stand-alone version, but it also provides the simplicity of administration on a single server, a decreased server footprint, and combination with a rich set of Mitel's advanced IP applications.

MiCollab Audio, Web, Video Conferencing on MiCollab also includes the following features:

- High-quality audio and video for better collaboration among internal and external employees, business partners and customers
- Quick and easy conference call scheduling and conduct with shared documents, presentations, chat and video
- Complete call control and management directly from the desktop
- Comprehensive call detail records for bookkeeping and billing purposes
- Cost-effective group calling
- Web-based collaboration tools designed for sharing desktops and individual applications
- Support for an unlimited number of conferencing hosts
- No special event connection costs, and no expensive add-ons
- Handles javaless browsers
- Supported in a Windows 10 environment and Edge Browser

MiCollab Client

MiCollab Client provides a console from which users can manage all their business communication and collaboration needs. It converges the call control capabilities of Mitel communications platforms with contact management, Dynamic Status, and collaboration applications, to simplify and enhance real-time communications.



MiCollab Client allows real-time access to everyone in the organization, on or off the premises, with user and phone presence information that make every phone call or instant message (IM) count. It also provides simple ways to manage personal communications. Users can find, communicate and collaborate with others quickly, easily and in the moment by desk phone, softphone, mobile device, fax, instant messaging, instant collaboration, or video conferencing. For true unified communications, MiCollab Client integrates with leading business productivity tools such as Microsoft Exchange, Microsoft Outlook, and Microsoft Office as well as IBM Lotus Notes.

MiCollab Client also includes mobile device applications that enable RIM BlackBerry, Apple iPhone and iPad, and Google Android users to upload UC Advanced directly to their devices for use while on the go. GPS and Bluetooth

location-based features ensure the mobile user's presence and availability are always up-to-date and the user remains in touch with in-office contacts.

MiCollab Client delivers increased efficiency and productivity, reduced costs, enhanced responsiveness, and streamlined business operations through advanced features:

- Simplified call management and logging
- Presence and availability
- MiCollab softphone
- Visual voice mail
- Secure instant messaging
- MiCollab web and mobile portals
- Dynamic Status (an easy way for users to specify IM, presence, and call routing options)
- Location-based presence



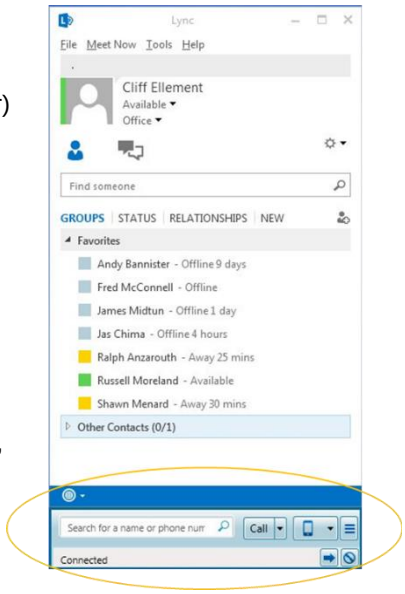
MiCollab Client Options:

- MiCollab Web Client
- MiCollab Mac Client
- MiCollab Client

Integration with Skype for Business/Microsoft Lync

MiCollab integrates seamlessly with Skype for Business/Microsoft Lync, enhancing the clients with the following Mitel voice capabilities:

- Mobility (e.g., single-number reach, hand off to external mobile number)
- Desk-phone control
- Control from mobile phone or SIP device
- Mitel softphone
- Mid-call features
- Voice presence



From within the Skype for Business/Microsoft Lync clients, users can control their Mitel desk phones or their mobile devices, move calls between devices as well as view phone presence. When installed with Microsoft desktop applications, the Mitel solution also supports voice integration with Microsoft Office programs such as Outlook along with Click-to-Call capabilities from a number of web browsers (including Microsoft Internet Explorer, Google Chrome, and Mozilla Firefox).

MiVoice Border Gateway

The MiVoicel Border Gateway (MBG) solution securely enables remote employees to work and collaborate productively by having a complete in-office unified communications experience

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without being physically in the office. To ensure the deployment of secure internal and external workspaces, MBG provides comprehensive threat protection, strict access control, and privacy. It can be installed either on a Mitel MiCollab server or a separate server residing on the corporate network edge. A reliable, secure platform, MBG accommodates multiple network connectivity services in a number of network edge scenarios:

- **Teleworker Service** is a secure plug-and-play solution for remote workers.
- **SIP Trunk Proxy Service** services a SIP-aware firewall at the edge of the company network, which eliminates the need for third-party firewalls. This also simplifies configuration and deployment.
- **Secure Recording Connector (SRC)** is a software solution that facilitates the recording of Mitel encrypted voice streams by third-party call recording equipment (CRE).

NuPoint UM

NuPoint UM is available as a standalone product, and as part of MiCollab. While most functionality is common between the two versions, there are differences in some areas, especially in provisioning and other administrative functions since the MiCollab version is provisioned in the context of other applications in MiCollab
.
For ultimate flexibility, the Mitel solution can support just about any e-mail client including hosted e-mail services like Gmail, Office 365, and Hosted Exchange. It also offers a breadth of voice features such as personal distribution lists, broadcasts, and flexible greeting options.

At its core, NuPoint UM grants access to voice messages three ways:

- Via the telephone user interface (TUI)
- From an e-mail client (including hosted services such as Gmail) via Simple Mail Transfer Protocol (SMTP) Forwarding
- Through the NuPoint UM web interface (Web View)

The proposed NuPoint UM 60 supports up to 60 ports, 57,000 mailboxes and at least 8,000 hours of recorded messages on redundant RAID 1 drives.

Virtual NuPoint UM

Deployed in a virtual environment, Mitel NuPoint UM can be managed like any application in the data center. Providing the same features and functionality as its physical version, Virtual NuPoint UM enables users to access and manage voice mail, faxes, and e-mail from a single interface. Common data center management and provisioning capabilities make administration simple. Advanced unified messaging allows users to retrieve and manage messages from their phone, e-mail inbox, or web browser, with full bi-directional support.

Mitel Unified Communications and Collaboration (UCC)

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The Mitel UCC license bundles include the following components:

UCC Features	Entry User	Standard User	MiTeam Uplift
MiVoice Business User License	●	●	●
Voice Mail & Unified Messaging	●	●	●
Single Number Reach (Mobile Phone Integration)	Up to 8 Devices	Up to 8 Devices	Up to 8 Devices
PC-MAC Desktop & Web Client	●	●	●
▪ Instant Messaging	●	●	●
▪ IM and Telephony Presence	●	●	●
▪ Enhanced Client Capabilities (Dynamic Status, Email-Calendar Int)	●	●	●
Mobile Client	Opt 50% off, with Entry	●	●
Voice / Video Softphone	Opt	PC & Mobile (1 Active Device)	3 Remote Devices
Teleworker – Remote Access	Opt	1 Device	3 Devices
Audio, Video and Web Collaboration *	Participant Only	Participant, Schedule, Moderate	Participant, Schedule, Moderate
Application Integration (Plug-in)	NA	Google	Google, Salesforce
Ad Hoc Meeting	NA	●	●
MiCollab Meeting Center	NA	●	●
MiTeam Collaboration **	NA	NA	●

* 10 MiCollab conferencing ports with the purchase of the first Standard user and 1 additional port for each additional 10 Standard and 5 MiTeam Uplift UCC users

** 1st Year Included, Monthly Subscription after 1st Year

Mitel's unified communications and collaboration (UCC) licensing structure is based on the UCC solutions that are most used by businesses today. These licenses encompass 80 percent of typical business functions employed by three core user types—from unified messaging with IM and presence for the desk-bound user (Entry License), to a full in-office experience for the mobile and team user (MiTeam Uplift).

User Types

- **Entry** - This license is ideal for a desk-bound office worker who needs messaging and some in-office mobility.
- **Standard** - This license is for knowledge workers who need to collaborate and share documents. It will provide them with mobility within the corporate network as well as presence, a desktop softphone, video support, and teleworker access.
- **MiTeam** - This license is for the fully mobile or remote worker who needs an in-office experience anywhere. In addition to the capabilities offered in the Entry and Standard licenses, it includes highly collaborative, persistent workspaces for team-based meetings, conversations, content collaboration and project management.

NuPoint Messenger

Mitel NuPoint Messenger answers the messaging needs of today's larger organizations with highly reliable, scalable and integrated voice and fax messaging that can be accessed anywhere, anytime. NuPoint Messenger voice mail is a PC-based voice mail system, supporting a wide range of voice, fax and data store-and-forward applications. Employees can prioritize and manage their messages from the interface of their choice - phone, email or web -

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allowing them to work more effectively from the office, at home or on the road. The system also performs two types of outdial notification: Message Delivery and Paging, allowing employees to better manage their work and communication schedules. Teams collaborating from disparate locations can message each other as if they were in the same building. NuPoint Messenger even improves customer service by creating personal voice menus allowing callers to transfer to cell phones, home-offices or delegates at the touch of a button. With NuPoint Messenger's Recorded Announcement Devices, you can provide customers with valuable self-help or promotional information about your products and services. Simple and cost-effective, NuPoint Messenger streamlines system management, enhances productivity and improves client service.



Embedded Voicemail

An Embedded Voice Mail system within the Mitel Networks Integrated Communications Platform (ICP) is cost-effective and easy to manage, offering customers a messaging solution today with an intelligent migration path to IP telephony. Users can conveniently manage their voice messages with intuitive telephone prompts and complete integration with Softkeys on Mitel Networks telephones. Along with many superbly designed features, the system includes a multi-level auto-attendant to conveniently route incoming calls, providing callers with better self-service access to the person or department they are calling. Recorded Announcement Devices can automatically answer incoming calls and deliver pre-recorded messages, while easing the burden on reception staff. This embedded voice mail system can forward messages to e-mail addresses or pagers, allowing users to be notified of a call anywhere and anytime.

Mitel Business Reporter

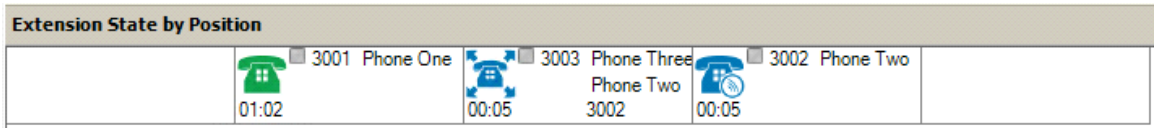
Mitel Business Reporter provides advanced reporting capabilities for general business, non-contact center groups and customers including a new real time monitor Extension Now which shows current day cumulative stats on phones in your business. This expands on the previous Call Accounting offering.

The features of MiVoice Business Reporter include:

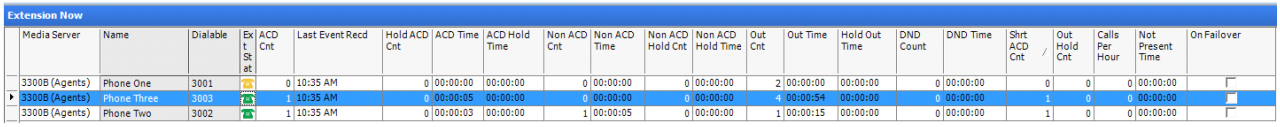
- Extension real time reporting and monitoring on position (fig.1) and performance (fig.2)
- Ring Group real time reporting and monitoring on performance (fig.3)
- Presence Controls of Ring Group Members
- Marquee
- Call Costing**
- Subscriber Module**
- Traffic Analysis
- Attendant Console Reporting

**Call Costing and Subscriber Modules are only supported in Belgium, Netherlands, Luxemburg (Benelux regions), as well as North America, Latin America and the United Kingdom.

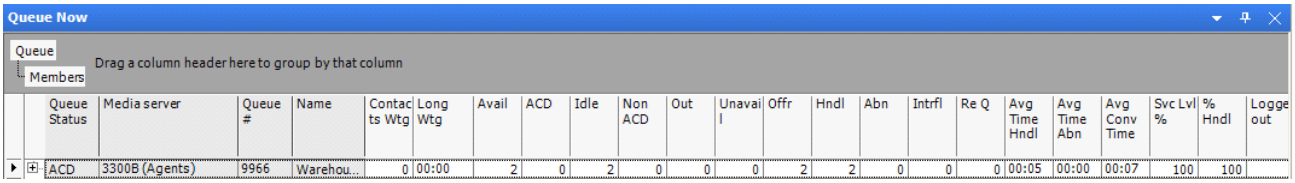
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(Fig.1)



(Fig.2)



(Fig.3)

Ring Groups

- Ring Groups are supported against MCD 7.0 only.
- Ring Group real time and reporting is restricted to the Prime DN of an extension. Secondary lines should not be programmed as the member of a Ring Group if real time and reporting is required.
- In customer environments Ring Groups may not adhere to the Contact Centers guidelines for support. In this case, we recommend that these Ring Groups are added to the synchronization exclusions list. For more information on the exclusion list please reference the Performing Synchronization from the Installation Guide.

Along with its inherent contact center resources, Business Reporter's capabilities also naturally extend into the back office to provide real-time non-ACD monitoring and reporting.

Business Reporter can be installed on a standard hardware server as well as a virtualized server.

About this Statement of Work

This Statement of Work (SOW) outlines the services and deliverables that Ezell's Telephone Co E-Z Tel Inc. (hereafter referred to as E-Z Tel Inc.) will provide to Mariposa County (hereafter referred to as Mariposa County) when implementing the product(s) as detailed below. In addition, this SOW outlines the roles and responsibilities of E-Z Tel Inc. and Mariposa County during the implementation and the key dependencies upon which this SOW is based.

During the implementation process, E-Z Tel Inc. will work closely with Mariposa County on a consultative basis to optimize the success of the implementation. Any requested changes to this SOW will be accommodated according to the change management process outlined below.

Provision of the services and deliverables in this SOW is designed to properly configure the product(s) according to manufacturer specifications. In addition, all work performed under this SOW will comply with manufacturer-recommended implementation procedures.

Description of Services and Deliverables

Outlined below is a complete description of all services that will be provided by E-Z Tel Inc.. Certified engineers will perform all work according to established implementation procedures and guidelines. Prior to the completion of work, E-Z Tel Inc. will perform standard test procedures to confirm operability of equipment according to manufacturer-published specifications.

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3300 ICP Base System Implementation

- Position and build Main Distribution Frame (MDF) according to configuration and prepare for switch wire-out; locate Network Service Provider demarcation point for wire-out; mount connecting blocks and run 25-pair cables; punch down, designate and cross-connect cables
- Mount the 3300 Controller in the 19-inch rack; connect Mariposa County provided AC power to the 3300 Controllers; configure controller with IP addresses provided by Mariposa County; after programming is complete, connect the 3300 Controller to the LAN via a cross-over Ethernet LAN cable
- Prepare telephone designations based on device licenses and Design Plan purchased per Schedule of Equipment
- Cross-connect and/or patch all desktop devices as detailed in Schedule of Equipment and Services

Communications System Design Plan 1

- 1 two-hour design meeting with Mariposa County designated contact for database collection
- Design and program system level forms; enter station data as defined by Mariposa County*
- Up to 2 defined Classes of Service (COS)
- 1 standard COS for each of: console, modem/fax, voicemail and voicemail messaging ports
- Up to 2 defined Classes of Restriction (COR)
- All stations will be call rerouted to a single answer point such as voice mail
- Up to 10 defined Pick Up Groups
- Up to 2 defined Hunt Groups
- Multiline sets include prime line only

* Mariposa County must complete the Station/Voice Mailbox Information Design Forms as explained during the design meeting.

Mitel Software Implementation

- Design, program and test the appropriate networking applications, communications system applications and/or software options as purchased in the Schedule of Equipment
- Mariposa County to provide all application specific information as required

Voicemail Design Plan 1

- Enable Voicemail option and mailbox licenses as defined in Schedule of Equipment and Services
- Mariposa County is responsible for configuration and programming of voicemail Automated Attendant and mailboxes as required

Telephone Training

- Provides each telephone user with instruction on the basic features and functionality of his/her assigned desktop device

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- Typically only one (1) device type is covered per class
- User Guides to be provided at class
- Training takes place prior to cut-over

ACD Telephone Training

- Provides each ACD Agent with instruction on the basic features and functionality of his/her assigned desktop device, in addition to all pertinent ACD telephone operations
- Training takes place prior to cut-over

Voicemail Training

- Provides each user with instruction on the basic features and functionality of his/her assigned voice mailbox type
- Training takes place prior to cut-over

PBX/ICP System Administrator Overview

- Provides each Administrator with a basic understanding of the PBX/ICP system configuration and basic programming procedures
- Overview takes place following cut-over

Note: this is an overview session only and is not equivalent to certification for the PBX/ICP.

Voice Messaging System Administrator Overview

- Provides each Administrator with a basic understanding of the voice messaging system configuration, mailbox maintenance procedures and basic report generation
- Overview takes place immediately following cut-over

Note: this is an overview session only and is not equivalent to manufacturer certification.

Implementation

Scheduling

E-Z Tel Inc. will schedule this project upon acceptance of this SOW and the Installation Agreement's Terms and Conditions for the services defined herein. E-Z Tel Inc. resources will be assigned and scheduled based on availability, provided that Mariposa County is located within a service coverage area of a E-Z Tel Inc. local Operations Center. Additional charges, outlined in the Schedule of Equipment and Services, apply when Mariposa County is located outside these areas. A kick-off meeting will be held with the implementation team and Mariposa County-designated representatives. During this meeting critical implementation milestones will be discussed and agreed upon. Assigned Project Manager is responsible for maintaining the master project schedule.

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Performance of Work

E-Z Tel Inc. will install the proposed product solution as listed in the Schedule of Equipment and Services below. Implementation services will be performed in a professional workmanlike manner consistent with manufacturer-published specifications and practices.

Cut-Over

Implementation by E-Z Tel Inc. shall include one (1) single continuous phase, unless a “multi-phased” implementation (purchasable option) is requested by Mariposa County. In the event a multi-phased cutover is requested, additional charges may apply. All implementation activities up to the evening of cutover will be performed during regular business hours (8 a.m. to 5 p.m. local time at the Site).

Removal of Existing Equipment and Infrastructure

Removal, disposal and cleanup of all existing cable, telephony and associated equipment (e.g., power supplies, racks, blocks, etc.) is not included, unless otherwise stated. Removal of existing equipment and infrastructure will require a separate quote, which can be provided at the customer’s request.

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Schedule of Equipment and Services

Total Price for Core Solution: **$540,232.20**

Qty	Description	Unit MSRP	Unit Sell	Ext Sell
	MiVoice Business Software			
1	3300 CX Media Gateway *- Controller Chassis* *- (6) Built-in Loop Start Ports (POTS)* *- (4) Built-in Analog Stations* *- T1/E1 Trunk MMC* *- DSP II* *- Enterprise Gateway package* *- C6Network link license*	$5,750.00	$3,450.00	$3,450.00
1	3300 CX Media Gateway *- Controller Chassis* *- (6) Built-in Loop Start Ports (POTS)* *- (4) Built-in Analog Stations* *- T1/E1 Trunk MMC* *- DSP II* *- Enterprise Gateway package* *- C6Network link license*	$5,750.00	$3,450.00	$3,450.00
1	MiVBus Enterprise SW for 3300 (no users)	$1,495.00	$897.00	$897.00
1	MiVoice Border Gateway Virtual	$250.00	$150.00	$150.00
1	MiCollab Virtual Appliance	$995.00	$597.00	$597.00
1	MiVoice Business Virtual for Enterprise	$1,495.00	$897.00	$897.00
1	Enterprise License Group	$1,000.00	$600.00	$600.00
	MiVoice Business License			
2	MiVoice Business License - Digital Link	$1,500.00	$900.00	$1,800.00
4	MiVoice Business License-SINGLE LINE EXT	$75.00	$45.00	$180.00
1	MCD Mailbox license	$51.00	$30.60	$30.60
1	NPUM Record A Call	$0.00	$0.00	$0.00
20	MiVoice Business License-SINGLE LINE EXT	$75.00	$45.00	$900.00
5	MiCollabNPUM Mailbox CallDir 3300 Userx1	$40.00	$24.00	$120.00
36	MiVoice Bus License - Enterprise User	$175.00	$105.00	$3,780.00
1	MiCollab NPUM MiVBus Mailbox Licensesx50	$1,500.00	$900.00	$900.00
32	UCCv4.0 Entry User for MiVoice Bus x1	$225.00	$135.00	$4,320.00
7	UCCv4.0 Entry User for MiVoice Bus x50	$9,350.00	$5,610.00	$39,270.00
3	UCCv4.0 STND User for MiVoice Bus x50	$13,800.00	$8,280.00	$24,840.00
20	UCCv4.0 Entry User for MiVoice Bus x1	$225.00	$135.00	$2,700.00
	MiVoice Business Hardware			
1	3300 CX(i) II Controller SATA SSD	$150.00	$150.00	$150.00
1	3300 CX(i) II Controller SATA SSD	$150.00	$150.00	$150.00
1	4 Port FXS for EX Cont.	$310.00	$186.00	$186.00
2	1 Port PRI for EX Cont.	$970.00	$582.00	$1,164.00
1	DSP card for EX Cont.	$450.00	$270.00	$270.00

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Qty	Description	Unit MSRP	Unit Sell	Ext Sell
1	EX Controller 8/120G Dual PS	$3,900.00	$2,340.00	$2,340.00
	MiVoice Office 400 Hardware			
1	PWR CRD C13 10A 125V - NA Plug	$17.50	$10.50	$10.50
1	PWR CRD C13 10A 125V - NA Plug	$17.50	$10.50	$10.50
2	PWR CRD C13 10A 125V - NA Plug	$17.50	$10.50	$21.00
	Software Assurance			
1	SWA Prem 5y MiVBus System	$693.00	$415.80	$415.80
1	SWA Prem 5y MiVBus System	$693.00	$415.80	$415.80
10965	CC Premium 24/7 Software Assurance	$1.00	$0.60	$6,579.00
4	SWA Prem 5y MiVBus Analog Port	$21.00	$12.60	$50.40
1	SWA Prem 5y MiVBus System	$693.00	$415.80	$415.80
20	SWA Prem 5y MiVBus Analog Port	$21.00	$12.60	$252.00
1	SWA Prem 5y MiVBus DLM	$0.00	$0.00	$0.00
1	SWA Prem 5y MiVBus System	$693.00	$415.80	$415.80
36	SWA Prem 5y MiVBus User	$61.00	$36.60	$1,317.60
1	SWA Prem 5y MiV BG System	$140.00	$84.00	$84.00
1	SWA Prem 5y MiCollab System	$553.00	$331.80	$331.80
55	SWA Prem 5y MiCollab UM Mailbx	$19.00	$11.40	$627.00
382	SWA Prem 5y UCC Entry MiVB	$68.00	$40.80	$15,585.60
150	SWA Prem 5y UCC Std MiVB	$125.00	$75.00	$11,250.00
20	SWA Prem 5y UCC Entry MiVB	$68.00	$40.80	$816.00
	Endpoints			
1	TA7108 (NA)	$582.00	$349.20	$349.20
512	Model 6930 GB Self Labeling IP Phone	$451.00	$270.60	$138,547.20
20	Model 6940 GB Self Labeling IP Phone	$605.00	$363.00	$7,260.00
22	6970 IP Conference Phone	$908.00	$544.80	$11,985.60
20	6905 Wall Mount Bundle	$130.00	$78.00	$1,560.00
	MiContact Center Solutions			
1	Contact Center Starter Pack	$6,500.00	$3,900.00	$3,900.00
9	Contact Center Agent x1	$800.00	$480.00	$4,320.00
10	MiVoice Business Reporter Extension x50	$350.00	$210.00	$2,100.00
	Miscellaneous			
1	MiCC Supervising Your CC SS	$275.00	$275.00	$275.00
1	MiCC Administering Your CC SS	$275.00	$275.00	$275.00
1	MiCClient Licnse - Peering Adv Server	$0.00	$0.00	$0.00
1	MiCClient Licnse - Federation Adv Server	$0.00	$0.00	$0.00
1	NuPoint Unified Mess Sys Admin RLL	$1,750.00	$1,750.00	$1,750.00
	EQUIPMENT SUB-TOTAL			**$305,357.20**
	Extended Warranty			
48	Parts labor and full remote support 24-7 covers 1-5 years. 15 free remotes a month Pro-services for installation of software updates (patches and 1 major releases/year to be done on off hours.	$2,300.00	$2,300.00	$110,400.00

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Qty	Description	Unit MSRP	Unit Sell	Ext Sell
1	MDF materials	$1,875.00	$1,875.00	$1,875.00
	SERVICES SUB-TOTAL			**$123,300.00**
	TOTAL PRICE			**$540,932.20**

Pricing excludes taxes and is valid until 5/21/2022

Site Preparation: 3300 ICP

The successful implementation of the proposed equipment is dependent on the assumptions and expectations of the site preparation activities listed below. This Statement of Work assumes that Mariposa County will undertake site preparations and meet network specifications as detailed below, and that the manufacturer's published environmental specifications will be met prior to the scheduled start of implementation. E-Z Tel Inc. may, at the request of Mariposa County, provide many of these site preparation services. In this case, E-Z Tel Inc. will document the requested change in the scope of work, and if applicable, any impact on the implementation schedule and/or pricing. Site preparation activities include the following:

1. E-Z Tel Inc. will receive a detailed topology diagram that includes the internetworking of equipment and clients/servers that will be impacted by the implementation of the 3300 ICP.

2. Mariposa County will work with E-Z Tel Inc. to identify the location of the equipment to be placed in the communications room. Sufficient space will be provided for the physical installation of the 3300 ICP, NSU, ASU and other related peripherals of the 3300 ICP product family; 2U of rack space for each device shall be made available in a standard 19" rack. To allow for serviceability access, there should be a minimum of 30" between the rear of equipment cabinet or rack and the wall. The cabinet or rack should be located no more than 50 feet from the main distribution frame (MDF).

3. In the event that new network services will be provided by a third party (such as additional trunks, wide area network connectivity, etc.), such services shall be tested and running prior to the implementation of the 3300 ICP.

4. Installation of Ethernet cabling will be complete. This cabling will follow industry standard (EIA-T568B) CAT 5 requirements, with one end terminating at an Ethernet switch (or EIA-T568B CAT 5 patch panel) and the other end terminating at a drop location that is within 10 feet (3 meters) of the location of the IP telephony devices. If patch panels are used, they must be located within 20 feet (6 meters) of the Ethernet switches and optional 802.1af compliant inline power devices. Mariposa County will provide any additional CAT 5 patch cables required to connect additional Mariposa County provided IP devices (i.e. PCs) to the IP telephony devices. Testing to ensure working condition of all installed CAT 5 cabling will be complete.

5. In the event that there is an insufficient number of CAT 5 cables to each location where it is desired that an IP telephony device be connected, Mariposa County will ensure that changes are made to the cable infrastructure to support the IP telephony devices. This requirement also applies to any other IP devices that Mariposa County desires to connect to the data network. This requirement can be met through additional cable runs to the Mariposa County locations, wireless networking technology or any other technology which facilitates the connection of purely data oriented devices.

6. CAT 5 patch cables in sufficient number and length, which are required to complete connections between patch panels and Mariposa County provided equipment, will be provided by Mariposa County. A minimum number of patch cables equal to the number of installed IP telephony devices and of sufficient length to reach from the patch panel to the Ethernet switch are required.

7. To ensure the success of implementation, Mariposa County will not schedule installation and testing of the 3300 ICP during the following periods:

   - When the Mariposa County's designated IT personnel are not available
   - When other installations that will impact the LAN are scheduled

Attachment: Agreement_with_EZ_Tel_for_Mitel_Phone_System_BOARD (12955 : Agreement with E-Z Tel Inc. for Mitel Phone System)

- When the office environment is not conducive to such activities (office construction, moving or expansions, etc.)

Network specifications are provided as follows:

1. The 3300 ICP requires an Ethernet switch or switches with sufficient port capacity to support all of the 3300 ICP telephony devices plus an additional port to support connection to the 3300 ICP. Each Ethernet switch must meet the following minimum requirements:

    - Each port is capable of auto-negotiating to 100mb/s operating at full duplex.
    - The switch supports 802.1Q (VLAN tagging) and 802.1p (priority specification) protocols.
    - The switch is 802.1p/Q compliant and can be interconnected by a method that meets the manufacturer's specifications. This interconnection of Ethernet switches may take the form of 802.1p/Q VLAN trunking and must conform to the IEEE 802.1Q standard or another trunking method which ensures that VLAN and priority information remains intact and unchanged as it moves from one Ethernet switch to another.
    - Interconnection of various VLANS requires a physical Ethernet port on a router or a virtual Ethernet interface on an 802.1p/Q trunk, or proprietary trunk, for every VLAN, which requires connectivity to other VLAN devices. Configuration of router ports--virtual or physical--is the responsibility of Mariposa County.

2. Both DHCP and TFTP services are required for the successful implementation. The 3300 ICP is configured by default to support these services. In the event that Mariposa County chooses to provide either or both of these services from an external source, Mariposa County will be responsible for implementation of any configuration changes required by E-Z Tel Inc. to ensure the correct operation of the 3300 ICP.

3. The installation of dual port IP telephony devices requires the configuration of at least two VLANS. A default VLAN for untagged Ethernet frames is required to support the initial boot of the telephone. A second, distinct VLAN is required to support the voice virtual network. This VLAN number and associated priority will be distinct and separate from any VLAN and priority numbers configured to support data oriented devices. In large deployments, it is possible that more than one VLAN will need to be configured to support all of the voice virtual networks. It will be the responsibility of Mariposa County to implement and test the IP architecture required to support multiple VLANs. Mariposa County must also assign IP addresses required for the IP telephony devices and provide the same to E-Z Tel Inc..

Key Dependencies

The scope, pricing and successful completion of this statement of work is dependent on the key assumptions and expectations listed below. Please review these assumptions carefully and validate their accuracy. Should these assumptions and expectations require modification, E-Z Tel Inc. will endeavor to accommodate such modifications by revising the SOW or issuing a Change Order that documents the requested change and, if applicable, any impact on pricing.

Designated Point of Contact

Mariposa County will assign a designated single point of contact to work with E-Z Tel Inc. for the duration of the implementation. Mariposa County will ensure that during the period of implementation, Information Technology (IT) / Telecom resources responsible for key LAN/WAN/Telephony configurations will be available to work with E-Z Tel Inc.. It is assumed that the assigned contact will have the authority to make decisions regarding implementation activities in a timely manner.

Facilities

Mariposa County will provide full access to all of Mariposa County's premises as needed by E-Z Tel Inc. to perform its responsibilities under this SOW. Any refusal of access shall relieve E-Z Tel Inc. of its performance obligations and the implementation schedule shall be revised to reflect the delay. Mariposa County will also provide a suitable work area for E-Z Tel Inc. personnel.

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General Building Specifications

Mariposa County will be responsible for any additional costs that may be incurred for the supply and installation of any infrastructure that is required for the installation of cable as necessary for this implementation; this infrastructure includes but is not limited to conduits, floor ducts, overhead troughs, floor access, drilling holes, monuments, moving equipment and furniture, etc. It is assumed that any existing cable ducts, troughs and/or conduits have sufficient space remaining to install new cabling as required for this implementation.

Mariposa County must identify asbestos contaminated areas prior to implementation. If E-Z Tel Inc. discovers previously unknown asbestos contaminated areas during the implementation, E-Z Tel Inc. will stop all work in this area until the asbestos is removed or the area is made safe for work to continue. E-Z Tel Inc. shall not be held responsible for the delay caused as a result of asbestos contamination. Mariposa County is responsible for the removal of asbestos and/or the coordination of and all costs associated with sourcing a company that specializes in installing cable in asbestos contaminated areas.

Power and Environmental

Mariposa County must adhere to the equipment manufacturer's published power and environmental specifications and conform to all local electrical code requirements. Mariposa County will provide power to purchased equipment via an adequate number of circuits provisioned according to the equipment manufacturer's specifications. Mariposa County will assume responsibility for the cost to supply and install any infrastructure required to accommodate these published power and environmental specifications. E-Z Tel Inc. recommends the installation of a UPS providing 60 minutes of standby power. Installation of power conditioning/surge suppression devices for all equipment is highly recommended.

Cable Plant and Cross Connect Records

Mariposa County's existing cable plant should conform to the EIA-T568B or UL/CSA standards and follow accepted wiring practices. Failure of the cable plant to meet the minimum acceptable requirements may result in a delayed cutover and/or additional expense. Mariposa County will provide E-Z Tel Inc. with a complete set of up-to-date cable records. Should these cable records be inaccurate or unavailable, E-Z Tel Inc. may require the purchase of cable "Tone & Testing." Current cable plant and cross connect records will be generated from the tone and testing procedure.

Network Services Verification & Liaison

Mariposa County will assume responsibility for all Network Service Provider liaison activities, including the ordering and delivery coordination of network services, unless otherwise stated. Mariposa County will provide E-Z Tel Inc. with accurate Network Service Provider records identifying all existing network services and any new network services that are being ordered, including the expected delivery date(s) of the new services. The delivery date of new network services will be mutually agreed by E-Z Tel Inc., the Network Services Provider and Mariposa County, and this date will be documented as a milestone in the master project schedule. In the event that the Network Service Provider documentation given to E-Z Tel Inc. proves to be inaccurate or unavailable, all E-Z Tel Inc. labor required to verify and document the existing network services and/or coordinate the delivery of new services with the Mariposa County's Network Service Provider(s) is subject to an additional charge. Alternatively, E-Z Tel Inc. can provide Mariposa County with an additional quote for Network Service Provider "Audit, Verification and Liaison" services.

Floor Plans

If available, Mariposa County will provide E-Z Tel Inc. with two copies of current floor plans that identify the placement of all desktop devices, voice mailbox users and PCs. These floor plans should be signed to indicate their completeness and accuracy. If Mariposa County requests generation of required floor plans by E-Z Tel Inc., a Change Order for additional labor will be required.

Equipment Delivery & Inventory Acceptance Process

E-Z Tel Inc. will coordinate equipment delivery with Mariposa County based on a mutually agreed delivery schedule. At the time of delivery, both E-Z Tel Inc. and Mariposa County will inspect and inventory the equipment. To facilitate generation of this equipment inventory, E-Z Tel Inc. will provide a Notice of Equipment Delivery (NED) form. Upon

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completion of the inventory, both the designated contact of E-Z Tel Inc. and the designated contact of Mariposa County will confirm receipt of the equipment by signing the NED form.

Mariposa County should be aware that equipment may be delivered to the site in stages, and Mariposa County is responsible for equipment once it is delivered to the site. Mariposa County will pre-arrange for elevator and/or other facility access necessary to accommodate delivery. Mariposa County agrees to provide for secure storage of equipment. Mariposa County is responsible for the costs of any hoisting or building alterations that may be required to gain entry to the communications room.

Design & Programming

E-Z Tel Inc. will meet with Mariposa County designated point of contact to review the Design Plan options purchased, introduce the Station/Voice Mailbox Information Design Forms and agree on expectations for the completion and return of Design Forms.

Training

Mariposa County will provide a suitable on-site training facility for purchased training classes. The training room should be adequately cabled for installation of the training room endpoints. Mariposa County is responsible for scheduling the training classes for its employees and providing E-Z Tel Inc. with a copy of the schedule. There should be a maximum of two people per set for display phones. E-Z Tel Inc. will record attendance for each training class and provide a copy to Mariposa County upon completion of training.

Mariposa County-Supplied PCs

All Mariposa County-supplied servers and client PCs will meet the hardware & software specifications for all application software purchased. Any additional work required by E-Z Tel Inc. due to “out-of-spec” Mariposa County-supplied PCs will be subject to an additional charge.

Mariposa County-Supplied OEM Equipment

Mariposa County will provide E-Z Tel Inc. all required information about the integration between the proposed equipment and all Mariposa County-supplied OEM equipment (including existing PBXs and Voice Messaging systems). Mariposa County will assume responsibility for all OEM equipment vendor coordination as applicable.

Product Specific Prerequisites

Additional prerequisites may apply to the specific product solutions being implemented; refer *to Description of Services and Deliverables* section.

Remote System Access and Alarm Reporting

Remote system access will provide the most timely and efficient manner of performing remote database changes as well as diagnostics and/or proactive remote system monitoring. Mariposa County will provide access for remote system monitoring if remote system access and/or monitoring functionality is desired. Remote system diagnostics/proactive remote monitoring services are available at additional charge and are not included in this statement of work.

Change Management

E-Z Tel Inc. will review changes to this statement of work that are requested by Mariposa County. As part of this review, E-Z Tel Inc. will prepare a Change Order that documents the requested change and, if applicable, any impact on the implementation schedule and pricing.

E-Z Tel Inc. will incorporate the change into the project schedule and scope of work upon receipt of the Mariposa County-signed Change Order.

Attachment: Agreement_with_EZ_Tel_for_Mitel_Phone_System_BOARD (12955 : Agreement with E-Z Tel Inc. for Mitel Phone System)

It is important to note that changes requested during implementation will result in changes to the previously negotiated “cut-over” date. E-Z Tel Inc. will work with Mariposa County to anticipate requested changes prior to implementation so as to minimize the impact of requested Change Orders on the negotiated “cut-over” date. Change requests will be reviewed according to the process outlined above.

Terms and Conditions

This Statement of Work (SOW) is subject to the terms and conditions executed by and between Mariposa County and Ezell's Telephone Co E-Z Tel Inc..

This SOW is also subject to the completion of a Site Survey by E-Z Tel Inc. to validate E-Z Tel Inc.’s understanding of site conditions as documented in this SOW and to identify any potential areas of concern. Any additional requirements or deliverables identified through the Site Survey, and/or requested by Mariposa County, must be confirmed in writing through a Change Order or separate SOW.

This Statement of Work (SOW) is also subject to the following terms and conditions:

- Mariposa County acknowledges that while E-Z Tel Inc. maintains overall responsibility for the management and delivery of the services requested, E-Z Tel Inc. may utilize an authorized subcontractor(s) to perform some or all of the specific services defined herein.
- E-Z Tel Inc. shall not be responsible for any delays in the implementation of the proposed equipment that result from incomplete or inaccurate information supplied by Mariposa County.
- Any work performed by E-Z Tel Inc. that is not listed in the scope of work or which is required to assist Mariposa County with the completion of site preparation activities will be subject to the change management process described above.
- E-Z Tel Inc. will not be responsible for any delays attributed to faulty cabling.
- In the event that a universal power supply (UPS) is not provided, E-Z Tel Inc. shall not be responsible for any or all damage(s) related directly or indirectly to power related problems.

E-Z Tel Inc. shall not be responsible for any failure of equipment or network service resulting from the integration of the equipment with any Mariposa County-supplied OEM equipment. Mariposa County shall at its expense indemnify and defend E-Z Tel Inc., its parent and subsidiaries from any claim of actual or alleged infringement of valid Canadian or U.S. intellectual property rights arising from Mariposa County's integration of the proposed equipment with any Mariposa County-supplied OEM equipment.

PRICE
The price for the Equipment is $540,232.20 (“Purchase Price”), excluding taxes. The Purchase Price may be adjusted to reflect any new configuration of the Equipment. The Customer shall pay under the following schedule:

50%	upon execution of this Agreement Customer;
25%	upon physical delivery of the Equipment;
25%	upon Cutover.

Completion & Acceptance Criteria

The provision of implementation services shall be deemed completed upon system cutover, as specified in the Notification of Cutover form submitted to Mariposa County by E-Z Tel Inc..

If Mariposa County has purchased optional post-cut-over support services, E-Z Tel Inc. will provide these additional services immediately following cutover for the duration purchased.

Attachment: Agreement_with_EZ_Tel_for_Mitel_Phone_System_BOARD (12955 : Agreement with E-Z Tel Inc. for Mitel Phone System)

Notice to Proceed

Execution of this Statement of Work (SOW) by Mariposa County shall constitute notice to E-Z Tel Inc. to proceed with the work described in this SOW. By signing this SOW the customer acknowledges that they will undertake site preparations and meet network specifications as detailed in the Site Preparation section of this SOW.

Ezell's Telephone Co E-Z Tel Inc.	**Mariposa County**
Authorized Representative	Authorized Representative
Printed Name	Printed Name
Title	Title
Date	Date

Customer Purchase Order# _____

Attachment: Agreement_with_EZ_Tel_for_Mitel_Phone_System_BOARD (12955 : Agreement with E-Z Tel Inc. for Mitel Phone System)

Next Steps

Upon receipt of Notice to Proceed and confirmation of purchase order receipt, E-Z Tel Inc. will initiate the following "next steps":

1. Contact Mariposa County to schedule implementation dates and introduce E-Z Tel Inc.'s Project Manager (if applicable).

2. Assign trained and certified technical resources following confirmation of scheduled implementation dates. These resources will ensure successful implementation of the product(s) and solutions as detailed in this SOW.

3. Schedule a Project Kick-off Meeting/Conference call with Mariposa County. During this meeting, E-Z Tel Inc. will introduce the implementation team, work with Mariposa County to develop a detailed project schedule, set project milestones and discuss all aspects of this implementation. The Kick-off will provide an opportunity for E-Z Tel Inc. and Mariposa County to address any outstanding questions or areas of concern. In addition, E-Z Tel Inc.'s system designer will consult with the designated contact of Mariposa County to further clarify requirements and expectations. The system designer will also review station information design forms and identify any other information that E-Z Tel Inc. will need from Mariposa County to complete the implementation.

4. Begin implementation according to this statement of work and the agreed implementation schedule.

5. Assist the Mariposa County team placing and penning new 6000 sets.

Attachment: Agreement_with_EZ_Tel_for_Mitel_Phone_System_BOARD (12955 : Agreement with E-Z Tel Inc. for Mitel Phone System)

REQUEST FOR PROPOSALS: RECOMMENDATION

ENTERPRISE PHONE SYSTEM FOR THE COUNTY OF MARIPOSA

Administration Department, Technical Services Division
Prepared by Anthony Rios, Technical Services Manager
February 11, 2022

Attachment: Agreement_with_EZ_Tel_for_Mitel_Phone_System_BOARD (12955 : Agreement with E-Z Tel Inc. for Mitel Phone System)

Contents

Summary 3
Approvals 3
Recommendation endorsement 3
Acceptance of the recommendation and authority to negotiate 3
Background 4
RFP Objective 4
Bids Received 5
Evaluation Methodology 5
Evaluation Criteria and Points 5
Evaluation Criteria 5
Ranking Scale 5
Panel Recommendation 6
Technical Evaluation Scores 6
Demonstration and Interview Evaluation 6
Demonstration and Interview Scores 7
Evaluation Scoring Combined 7
Technical, Feasibility, and Cost 7
Bid Cost Comparison 8
Negotiation Recommendations 8

Attachment: Agreement_with_EZ_Tel_for_Mitel_Phone_System_BOARD (12955 : Agreement with E-Z Tel Inc. for Mitel Phone System)

Summary

The Technical Services Division has completed its evaluation of all proposals received in response to the RFP for an Enterprise Phone System and developed the attached Final Evaluation Recommendation Report. After two rounds of scoring, Technical Services recommends that Mariposa County awards E-Z Tel Inc. and proceeds with their proposed solution.

The proposals were evaluated evenly using the same evaluation factors. Furthermore, the panel concluded that the technical solutions of the other proposals did not meet our business as closely as the E-Z Tel Inc. proposal. Along with the recommendation to award E-Z Tel Inc., Technical Services is seeking authorization to notify the E-Z Tel Inc. and begin the negotiation process.

Approvals

Recommendation endorsement

The voting members of the evaluation panel			
Approval that all bids were evaluated as planned. Endorse the panel recommendation(s).			
Name	Title	Signature	Date
Derek Neeley	Information Systems Specialist I	68518B15547 Derek Neeley ZorroSign	02/11/2022
Jeff Kreis	Network Administrator II	68518B1555B ZorroSign	02/11/2022
Anthony Rios	Technical Services Manager	68518B1556F Anthony Rios ZorroSign	02/11/2022
Joe Lynch	Assistant County Administrative Officer	68518B15583 ZorroSign	02/11/2022
Dallin Kimble	County Administrative Officer	68518B15597 Jay D Kimble ZorroSign	02/15/2022

Acceptance of the recommendation and authority to negotiate

Project Sponsor			
Approval to accept the panel recommendation(s) and proceed to negotiate with the recommended supplier with a view to contract.			
Name:	Dallin Kimble		
Title:	County Administrative Officer		
Signature:	68518B155AD Jay D Kimble ZorroSign	Date:	02/15/2022

Attachment: Agreement_with_EZ_Tel_for_Mitel_Phone_System_BOARD (12955 : Agreement with E-Z Tel Inc. for Mitel Phone System)

Background

Mariposa County utilizes multiple phone systems to provide our distributed offices with telecommunications. One of the larger, more modern phone systems has reached End of Life and is no longer supported by the manufacturer. Even though the system will continue to operate, hardware parts and software patches (security and features) for the system will no longer be produced. The other, smaller legacy phone systems that are scattered throughout a few offices are also at End of Life. Even with available spare parts, these systems lack many modern features that help our workforce be more productive and mobile. Since telecommunication services are critical to County business, Mariposa County began planning for the replacement of these phone systems.

Through the adoption of the Strategic Plan and IT Master Plan, Mariposa County has already been directed to centralize services. From the IT Master Plan, Key Initiative 50 calls for a single, resilient phone system for Mariposa County. Doing so will allow for improved cooperation and efficiency between departments. By selecting the option to pursue an enterprise phone system, Mariposa County is setting out to complete this initiative.

Initially, a Request for Proposals was published for an enterprise phone system in December 2021. There was a total of seven (7) proposals submitted. In January 2021, The Technical Services division preformed the first round of scoring from the proposals with a focus on feasibility and technical requirements. Three (3) of the proposals were viable and these bidding companies were invited to the second round of scoring. The second round of scoring consisted of a product demonstration and interview and was conducted on January 28, 2022. This round of scoring used the same evaluation criteria as the first round; however, focus was on usability, administration, and implementation team.

After both rounds of scoring, the proposed solution and team of E-Z Tel Inc. received the highest ranking. In addition, the evaluation panel unanimously concluded that the E-Z Tel Inc. proposed solution will meet our current and future business needs to truly bring the most value to Mariposa County.

RFP Objective

The objective of Mariposa County is to acquire the hardware, software, and services needed to replace the current phone systems with a modern solution in support of a more mobile worker force.

Mariposa County is accepting proposals for a single enterprise phone system. Vendors were encouraged to consider the following when deciding on the proposed solution:

- Mariposa County currently has multiple phone system used throughout the departments,
- There is an existing network with PoE access switches available,
- Incorporating analog gateways and analog lines,
- Some work may need to be conducted during non-regular workhours to prevent disruption to business.

Attachment: Agreement_with_EZ_Tel_for_Mitel_Phone_System_BOARD (12955 : Agreement with E-Z Tel Inc. for Mitel Phone System)

Bids Received

Company	Contact Name and Email
ENA	Courtney Pitkins, cpitkin@ena.com
IT Management Corporation	Peter Greddis, pgeddis@itmgmt.com
Telcion	Darren Rodrigues, drodrigues@telcion.com
E-Z Tel Inc	Brenda Leavy, brenda@e-ztel.com
Datatech IT Solutions	James Davidian, james@datatech-it.com
Communication Square	Nijah Naseem, rijah.naseem@communicationsquare.com
Integration Partners	Gail Caros, gcaros@integrationpartners.com

Evaluation Methodology

Evaluation Criteria and Points

All bids were evaluated on their merits using the following evaluation criteria and points.

Evaluation Criteria

Criterion	Points	Definition
Price & TCO	15	This is the initial cost, the total cost of ownership over 5 years, and the cost proposal for enhancements
Business Requirements & Features	25	How well does the proposal meet the required business needs and does it offer the ability to expand to meet future needs
Technology & Ease of Use	20	The overall experience that includes software, hardware, administration, and overall useability and feasibility
Implementation Team & Approach	10	The team's experience with the proposed solution and their recommended plan and involvement during implementation
Company & Support	10	The company's experience in the industry, with the proposed solution, and their ability to support
Mobility & Integration	20	The solution's ability to meet mobility and how well the system integrates with current technology
Total Points	**100**	

Ranking Scale

Description	Definition	Rank
Excellent	Exceeds the requirement. Exceptional demonstration by the supplier of the relevant ability, understanding, experience, skills, resource, and quality measures required to provide the goods / services. Response identifies factors that will offer potential added value, with supporting evidence.	1-2
Good	Satisfies the requirement with minor additional benefits. Above average demonstration by the supplier of the relevant ability, understanding, experience, skills, resource, and quality measures required to provide the goods / services. Response identifies factors that will offer potential added value, with supporting evidence.	3-4

Attachment: Agreement_with_EZ_Tel_for_Mitel_Phone_System_BOARD (12955 : Agreement with E-Z Tel Inc. for Mitel Phone System)

Acceptable	Satisfies the requirement. Demonstration by the supplier of the relevant ability, understanding, experience, skills, resource, and quality measures required to provide the goods / services, with supporting evidence.	5-6
Minor reservations	Satisfies the requirement with minor reservations. Some minor reservations of the supplier's relevant ability, understanding, experience, skills, resource, and quality measures required to provide the goods / services, with little or no supporting evidence.	7-8
Serious reservations	Satisfies the requirement with major reservations. Considerable reservations of the supplier's relevant ability, understanding, experience, skills, resource, and quality measures required to provide the goods / services, with little or no supporting evidence.	9
Unacceptable	Does not meet the requirement. Does not comply and/or insufficient information provided to demonstrate that the supplier has the ability, understanding, experience, skills, resource, and quality measures required to provide the goods / services, with little or no supporting evidence.	10

Panel Recommendation

The evaluation panel which performed the technical scoring of the RFP consisted of Jeff Kreis (Network Administrator), Derek Neeley (Information System Specialist), and Anthony Rios (Technical Services Manager). The panel scored the proposals as shown below:

Technical Evaluation Scores

Company	Price	Business Requirement	Technology	Implement	Company	Mobile	Total	Total w/o Cost	Rank	Rank w/o Cost
Points	**15**	**25**	**20**	**10**	**10**	**20**	**100**			
E-Z Tel Inc.	3.0	1.0	1.3	2.3	1.7	1.3	89.7%	96.1%	1.0	1.0
Datatech	1.0	2.7	2.0	1.3	1.0	2.7	85.2%	88.4%	2.0	2.0
Telcion	4.0	2.0	2.7	3.0	3.0	3.0	78.2%	83.7%	3.3	3.0
Integration Partners Corp.	1.5	4.7	5.0	4.0	4.0	4.3	64.7%	64.9%	4.0	4.3
IT Management Corp.	3.5	5.3	5.0	5.3	5.3	4.3	58.3%	59.8%	5.3	5.3
Communication Square	6.0	5.0	6.0	4.7	5.3	3.7	56.7%	60.8%	5.3	5.7
ENA	7.0	6.3	6.7	6.3	6.7	5.0	45.3%	48.6%	7.0	6.7

Demonstration and Interview Evaluation

The evaluation panel which performed the demonstration and interview scoring of the RFP consisted of Jeff Kreis (Network Administrator), Derek Neeley (Information System Specialist), Anthony Rios (Technical Services Manager), Joe Lynch (Assistant County Administrative Officer), and Dallin Kimble (County Administrative Officer). The panel scored the proposals as shown in the following table:

Attachment: Agreement_with_EZ_Tel_for_Mitel_Phone_System_BOARD (12955 : Agreement with E-Z Tel Inc. for Mitel Phone System)

Demonstration and Interview Scores

Company	Price	Business Requirement	Technology	Implement	Company	Mobile	Total	Total w/o Cost	Rank	Rank w/o Cost
Points	15	25	20	10	10	20	100			
E-Z Tel Inc.	2.0	1.0	1.0	1.0	1.0	1.0	56.4%	60.0%	1.0	1.0
Telcion	3.0	1.0	1.3	2.0	2.3	1.7	53.2%	56.9%	1.6	1.6
Datatech	1.0	3.3	3.3	3.0	2.3	4.5	40.3%	40.3%	2.2	2.2

Evaluation Scoring Combined

	Technical Review		Demo Review			
	Rank	Rank w/o Cost	Rank	Rank w/o Cost	Rank	Rank w/o Cost
EZ Tel	1.0	1.0	1.0	1.0	**1.0**	**1.0**
Datatech	2.0	2.0	2.3	2.3	**2.2**	**2.2**
Telcion	3.3	3.0	1.7	1.7	**2.5**	**2.3**
Integration Partners Corp.	4.0	4.3	3.0	3.0	**3.5**	**3.7**
IT Management Corp.	5.3	5.3	3.0	3.0	**4.2**	**4.2**
Communication Square	5.3	5.7	3.0	3.0	**4.2**	**4.3**
ENA	7.0	6.7	3.0	3.0	**5.0**	**4.8**

The results of the panel's evaluation as shown above indicates that E-Z Tel Inc.'s solution is the most advantageous to Mariposa County with technology, business requirements, company, implementation, and cost factors considered.

Technical, Feasibility, and Cost

The panel reviewed and ranked the technology and feasibility of each of the vendor's proposed solution. The viable technical solutions were ranked (from highest to lowest) as follows: 1. EZ Tel; 2. Datatech; and 3. Telcion. The remainder of the proposals were not viable options for Mariposa County. These proposals required porting of our local phone numbers which is not an available option for Mariposa County. Our local service provider does not offer phone number porting. Because of this limitation, only the viable proposed solutions were invited to the second round of scoring. The proposals that were not viable options were submitted by: Integration Partners Corp.; IT Management Corp.; Communication Square; and ENA.

E-Z Tel Inc. proposed an innovative enterprise phone system that met the requirements detailed in the RFP. Their solution included greater productivity and mobility features, a well-planned implementation approach, and offered competitive pricing. E-Z Tel Inc. scored well during both rounds of scoring and

Attachment: Agreement_with_EZ_Tel_for_Mitel_Phone_System_BOARD (12955 : Agreement with E-Z Tel Inc. for Mitel Phone System)

excelled during the interview. The company has many years supporting the proposed solution and working with client who have similar business needs as Mariposa County.

Bid Cost Comparison

Vendors	System	Phones	Installation/ Services	5 Years Grand Total	Bids Accuracy
Datatech	$85,667.00	$119,213.00	$20,000.00	$224,880.00	True
Integration Partners Corp.	$89,523.80	$53,679.43	$73,338.46	$216,541.69	Low
EZ Tel	$251,525.80	w/ system	$204,100.00	$455,625.80	True
Telcion	$297,126.39	$158,923.14	$22,500.00	$478,549.53	True
IT Management Corp.	$369,000.00	$52,335.00	$26,800.00	$448,135.00	Low
Communication Square	$477,928.00	w/ system	$27,000.00	$504,928.00	Low
ENA	$530,181.52	w/ system	w/ system	$530,181.52	Low

E-Z Tel Inc. proposed the lowest and most accurate cost solution to meet Mariposa County's requirements. Their proposed solution is cost competitive and takes advantage of Governments pricing. Additional cost items such as warranty and support and included for five (5) years. Once the solution is fully implemented, the vendor will perform knowledge transfer to aid in the administrator and support of the system to further reduce total cost of ownership.

As a matter of Price Realism, the panel did review proposals to ensure prices were realistic and consistent with the proposal's solution, approach, and Mariposa County business requirements. The E-Z Tel Inc. proposal is realistic in that the technical proposal appears to clearly understand the requirements and the magnitude of the project.

The viable solution with the lowest cost was proposed by Datatech. Datatech is the current vendor of the phone system used at the Health & Human Services (HHSA) agency. The solution proposed by Datatech did not meet many of the business requirements outlined in the RFP. The solution would allow Mariposa County to consolidate all phone system into one but lacked some modern features; mainly mobility features and integration with Microsoft 365. The solution served the HHSA agency successfully for many years. Due to our evolving workforce, the agency has outgrown the solution and is seeking greater mobility options. With limited mobility and integration features, this lowest bid would not meet our current or future business needs.

Negotiation Recommendations

The panel recommended addressing various points in the negotiations. These points will address details required to transition from the current delivery of services to the new supplier.

- Finalize counts and cost
  - Number of phones per model
  - Number of Call Centers
  - Additional addons
- Finalize Implementation Plan
  - Schedule
  - Scope of Work
  - Responsibilities

Attachment: Agreement_with_EZ_Tel_for_Mitel_Phone_System_BOARD (12955 : Agreement with E-Z Tel Inc. for Mitel Phone System)

Attachment: Agreement_with_EZ_Tel_for_Mitel_Phone_System_BOARD (12955 : Agreement with E-Z Tel Inc. for Mitel Phone System)

REQUEST FOR PROPOSALS

ENTERPRISE PHONE SYSTEM FOR THE COUNTY OF MARIPOSA

1 PROPOSALS

The County of Mariposa ("County") is accepting proposals for enterprise phone system. County may award the contract to a single vendor. Review of responses to this request for proposals will be conducted by the Technical Services Division of the Administrative Department. A recommendation will be made to the Board of Supervisors concerning the award of such an agreement.

2 OBJECTIVE

A. The objective of County is to acquire the hardware, software, and services needed to replace the current phone systems with a modern solution in support of a more mobile worker force.
B. County is accepting proposals for a single enterprise phone system. Vendors are encouraged to consider the following when deciding on the proposed solution:
    a. County currently has multiple phone system used throughout the departments,
    b. There is an existing network with PoE access switches available,
    c. Incorporating analog gateways and analog lines,
    d. Some work may need to be conducted during non-regular work hours to preventdisruption to business.

This document contains specific needs and requirements for the Proposal. If additional features or equipment are believed to be appropriate for the County, please quote them as options and include supporting justification and cost details.

Mariposa County reserves the right to the following:

- Accept the Proposal that is, in its judgement, the best and most favorable to the interests of the County,
- To reject the low-price Proposal,
- To accept any items of any Proposal,
- To reject any and all Proposals,
- To waive irregularities and informalities in any Proposal submitted or in the Request for Proposal process.

3 CRITERIA

This section of the Request for Proposal contains the specifications and details regarding Mariposa County's Telecommunications system and Proposal requirements:

Attachment: Agreement_with_EZ_Tel_for_Mitel_Phone_System_BOARD (12955 : Agreement with E-Z Tel Inc. for Mitel Phone System)

3.1 General Instructions

Written proposals are required by Mariposa County for hardware, software, and services for an enterprise phone system.

The proposal will be awarded based on the overall proposal and in the best interests of the County. Prices should be shown for each line item:

- Equipment must be new and fully eligible for manufacturer's warranty.
- Freight should be included in the unit price.

Mariposa County must comply with California Open Records. County cannot represent or guarantee that any information submitted in response to the RFP will be confidential.

The proposal shall constitute a binding offer to sell the above-noted product(s) to Mariposa County and may not be withdrawn once the County has awarded the contract to the successful vendor.

3.2 Format of Proposal

The proposer should address each point listed in the document directly below the numbered point. In this way, the County will be able to discuss the specific information requested and review the specific response without a cumbersome matching process. This includes all sections and points in this Request for Proposal.

3.3 Proposals

Vendors must propose hardware, software, and services needed to fully implement a modern enterprise phone system. At a minimum, the proposed system should include the following features and applications:

A. High availability solution for 500 users Read and complied.
B. SIP services for Public Switched Telephone Network (PSTN) services Read and complied.
C. PRI Services Read and complied.
D. Analog PSTN services Read and complied.
E. Voice mail system Read and complied.
F. Desktop client Read and complied.
G. Unified messaging services Read and complied.
H. Analog telephone station, fax, modem, and external voice paging Read and complied.
I. Auto-attendant and dial-directory Read and complied.
J. Maintenance and enhancement Read and complied.

Proposal must provide details for the following:

1. Multi-Tenant with Restrictions
    a. The solution needs to handle multiple customers (tenants) with a single instance of the software. Read and complied.
2. Softphone or Smartphone App
    a. The system must provide an application that enables voice over Internet Protocol (VoIP)

telephone calls from smartphone devices. Read and Complied.

3. Existing Phone Numbers
    a. The solution must keep the County's existing phone numbers as specified below: Read and will Comply
    b. The County currently uses Sierra Telephone phone numbers Read and Comply.
    c. The County currently uses a block of Sierra Telephone DID phone numbers Read and Comply.
4. Voice Menu
    a. The solution must allow County staff to design a simple and easy-to-use voice menu. Read and Complied
5. Automated Attendant
    a. The automated attendant must allow County staff to pre-record multiple messages for different calendar dates, days of the week, and time of day announcements to support the County's business and holiday schedule – with no requirement to "record over" standard greetings. The system must allow County staff to remotely change and/or re-record these business and holiday greetings/messages. Read and Complied
6. Group Pickup
    a. The solution must allow Front Desk phones to be grouped together. Read and Complied
    b. County staff can press a Group Pickup button to answer calls. Read and Complied
7. Call Transfer & Forward
    a. The solution must allow a call to be manually transferred or auto-routed to another internal extension. Read and Complied
8. Capability of Handling Two Lines on Any Individual Phone
    a. The solution must allow any individual phone to handle two lines simultaneously. For example, while County staff puts a call on hold on Line 1, he can use Line 2 to place another call to get more information for the caller waiting on Line 1. Read and Complied
9. Phone Display
    a. The phone must display date, time, extension name, and extension number in idle state. Read and Complied
    b. The phones must provide visual display of incoming call numbers/extensions, and activated features such as DND (Do Not Disturb), Call Forward, etc. Read and Complied
    c. The solution must allow users to view the phone number and its associated staff name for internal calls. Read and Complied
    d. The solution should also allow users to view the phone number of inbound calls. Read and Complied
10. Standard Phone Buttons
    a. Transfer/Conference, Hold, Speaker, and Redial functions need to have their own designated buttons on all phones. Read and Complied
11. Programmable Phone Button
    a. All phones must have 8 or more programmable buttons with designated features. Read and Complied
12. Distinctive Ringtone
    a. The solution must allow County staff to distinguish calls with different ringtones when more than one phone is in the same area. Read and Complied
13. Volume Control
    a. The solution must allow County staff to adjust the volume level on individual phones. Read and Complied
14. Speakerphone
    a. The solution must provide the speakerphone feature on all phones. Read and Con

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15. Voicemail
    a. The solution must support a minimum of 500 voicemail subscribers. The voicemail system should be able to provide unified messaging and integrate with Microsoft 365 Exchange Online. Read and Complied
    b. Please list voicemail recording time allowed for each occurrence. Default is set at 5 min you can go as low as 1 min
    c. Please list the total number of message minutes that can be stored in a user's voice mailbox. 200 when the email box is 80% it will warn you to delete un necessary emails With SMPT voice mail to email it is unlimited.
    d. Each individual voice mailbox is password-protected. Read and Complied
    e. The solution should also allow an end user to remotely check his voice mailbox via access code. Read and Complied
    f. Voicemails can be forwarded to another internal voice mailbox, allowing the sender to record additional comments if needed. Read and Complied
16. DID (Direct Inward Dialing)
    a. The solution must allow external callers to dial directly to individual phone numbers without intervention by a live operator or automated attendant. Read and Complied
17. DND (Do Not Disturb)
    a. The solution must allow County staff to turn on/off the DND feature for any individual phone, as needed. Read and Complied
18. Internal Dialing
    a. The solution must allow County staff to dial a four-digit extension on an internal phone to reach another internal line. Read and Complied
19. 911 and E911 Compliance
    a. The solution must support placing calls to 911 from any phone within the County building. Read and Complied
    b. The service must be E911 compliant. Dialing 911 from any County phone should allow a 911 dispatcher to identify the location (floor/room/area) where the call originated. Read and Complied
20. Paging
    a. The solution must allow paging announcements to be broadcast via idle desk phones. Read and Complied
    b. Please list detail any limitations to the paging feature. (64 per group) I add an option to add a software Revolution Endpoint - up to 1000 and Revolution Endpoint - up to 1000 this is a subscription term quoted for 60 months- Read and Complied
21. Unified Messaging
    a. The solution must allow a voicemail message to be automatically converted into an audio file and sent to a user's email account. Please specify in what format the audio file will be (e.g., wav.) and what types of emails accounts are compatible (e.g., Gmail, Outlook). Read and Complied
22. Conference Call
    a. The solution should allow a phone user (conference leader) to establish a Telephone Conference among three or more parties, with the conference leader included. Read and Complied
23. Music On-Hold
    a. The solution is required to offer or support Music On-Hold. Professionally recorded messages are played over music to market the County's services to a patron while he is put on hold. You can have Music/message on hold per departments.
24. Web-based Administration and Programming Capability
    a. The solution must allow multiple, designated County staff to use a web interface

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phone programming, management of account creation, deletion, and changes in settings. Read and Complied

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b. The solution must allow multiple, designated County staff to record and manage the voice menu, business, and holiday greetings. Read and Complied
c. The solution must provide manuals and documentations for multiple, designated County staff to be trained. Read and will Comply
d. The solution must allow multiple, designated County staff to view basic historic call reporting for phone extensions, hunt groups, mailboxes, etc. Read and Complied

25. Implementation
    a. Vendors are required to plan the implementation in such a manner as to provide NO downtime during the County's operation hours. The County's operation hours are:
        i. Monday – Friday: 7:00 am – 5:00 pm The contract has in the installation after hour work so no down time should happen.
    b. Vendors are required to provide a summary of their implementation plan, with a timeline included from equipment ordering to system design/configuration to final cutover. Read and will complied
26. Maintenance Services and Technical Support
    a. Vendors are required to offer maintenance services and technical support for a minimum of five (5) years. Read and Complied
    b. Vendors are required to provide remote and on-site assistance when needed. During an emergency, remote and on-site assistance need to be available from vendors after regular business hours. Read and will Comply
    c. Please list response time about technical support. We have 24 hour answering service with an on call technician 24X7X365 the county will receive a call back within one hour to resolve the issue.

4 VENDOR COMPANY INFORMATION

Please provide a description of your company background to include the following:

A. Age of company: Ezell's Telephone Company E-Z Tel Inc. incorporated in 1978 it was established in 1976
B. Length of time in the telecom industry: Over 40years
C. Company ownership: Jolean Ezell 51% James Ezell 49%
D. Relationship with the proposed system's manufacturer: We are a vender for Mitel
E. Number of employees: 8, with very long established strategic relationship with BVN they have been in business for 40 year they are a Mitel dealer that has 32 employees they have installed over 14 Mitel phone systems to Cities and Counties . They have worked on projects for us such as Chukchansi Gold Resort & Casino in Coarsegold they also have Sierra Telephone. Chukchansi Gold Resort & Casino has over 300 IP endpoint devices and 550 analog single line ports. We have a three year extended maintenance agreement, the system was installed was completed December 2019.

F. Number of office locations: 1
G. Address of the nearest location to the County: 510 North L St Livermore, Ca 94551
H. Address of your local office responding to the RFP: 510 North L St Livermore, Ca 94551
I. Specific company representative assigned to be our contact, including name, address, phone, and email Brenda Leavy 510 North L St Livermore, Ca 94551

5 ALTERNATE BIDS

No alternate or other bids will be accepted for this Request for Proposal.

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6 AGREEMENT

Attachment 1 is the proposed General Agreement. This Agreement may be modified based on responses to this Request for Proposals.

7 EVALUATION OF PROPOSAL

The criteria for evaluation of the submitted proposal shall include:

- Approach and professional abilities.
- Experience and qualifications.
- The proposed fixed fee cost for hardware, software, and cost of services.
- Demonstrated capability to perform need task to complete project.

8 REVIEW SCHEDULE

The following key dates are anticipated with this request for proposal:

- Issuance of RFP – November 17, 2021.
- Return of RFP by respondents – End of day December 17, 2021.
- Review process through December 23, 2021.
- Project Start – February 2022.

9 CONTACT FOR FURTHER INFORMATION

For further information regarding this request for proposals, please contact:

Anthony Rios, Technical Services Manager
arios@mariposacounty.org
PO Box 1156
Mariposa, CA 95338
(209) 742-6022

10 SUBMISSION DEADLINE

Responses to this request for proposals are required to be emailed as a PDF attachment no later than 5:00 p.m. December 17, 2021. Paper submissions will not be accepted. Please submit proposals to:

Anthony Rios, Technical Services Manager
arios@mariposacounty.org

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Exhibit A
SCOPE OF WORK

Project Scope of Work - to be performed:

Provide Project Deployment services including weekly project update calls

- **Install Mitel MiVoice Virtual on customer's VMWare**
- **Install Mitel MiCollab Virtual on customer's VMWare**
- **Install Mitel MiBorder Gateway Virtual on customer's VMWare**
- **Coordinate with SIP Carrier on new SIP Peering Profile for testing**
- **Test SIP calls in and out prior to cutover**

Customer to provide:

- **Pin IP phones to Virtual MiVoice Business**
- **BVN to import new user list to MiCollab and configure mbx's and buttons**
- **Begin end user training**
- **Connect and test paging**

Cutover/Number port

Training

- **On-site or virtual style training - 20-25 per class 25 class's**
- **IP phone training**
- **Voice Mail Training**
- **Conference Bridge**
- **Call Center**

Advance Training

- **On-site or virtual style training – 2-3 per class**

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Exhibit B
COST PROPOSAL

Total Price for Mitel Solution: **$540,232.20**

Qty	Description	Unit MSRP	Unit Sell	Ext Sell
	MiVoice Business Software			
1	3300 CX Media Gateway *- Controller Chassis* *- (6) Built-in Loop Start Ports (POTS)* *- (4) Built-in Analog Stations* *- T1/E1 Trunk MMC* *- DSP II* *- Enterprise Gateway package* *- C6Network link license*	$5,750.00	$3,450.00	$3,450.00
1	3300 CX Media Gateway *- Controller Chassis* *- (6) Built-in Loop Start Ports (POTS)* *- (4) Built-in Analog Stations* *- T1/E1 Trunk MMC* *- DSP II* *- Enterprise Gateway package* *- C6Network link license*	$5,750.00	$3,450.00	$3,450.00
1	MiVBus Enterprise SW for 3300 (no users)	$1,495.00	$897.00	$897.00
1	MiVoice Border Gateway Virtual	$250.00	$150.00	$150.00
1	MiCollab Virtual Appliance	$995.00	$597.00	$597.00
1	MiVoice Business Virtual for Enterprise	$1,495.00	$897.00	$897.00
1	Enterprise License Group	$1,000.00	$600.00	$600.00
	MiVoice Business License			
2	MiVoice Business License - Digital Link	$1,500.00	$900.00	$1,800.00
4	MiVoice Business License-SINGLE LINE EXT	$75.00	$45.00	$180.00
1	MCD Mailbox license	$51.00	$30.60	$30.60
1	NPUM Record A Call	$0.00	$0.00	$0.00
20	MiVoice Business License-SINGLE LINE EXT	$75.00	$45.00	$900.00
5	MiCollabNPUM Mailbox CallDir 3300 Userx1	$40.00	$24.00	$120.00
36	MiVoice Bus License - Enterprise User	$175.00	$105.00	$3,780.00
1	MiCollab NPUM MiVBus Mailbox Licensesx50	$1,500.00	$900.00	$900.00
32	UCCv4.0 Entry User for MiVoice Bus x1	$225.00	$135.00	$4,320.00
7	UCCv4.0 Entry User for MiVoice Bus x50	$9,350.00	$5,610.00	$39,270.00
3	UCCv4.0 STND User for MiVoice Bus x50	$13,800.00	$8,280.00	$24,840.00
20	UCCv4.0 Entry User for MiVoice Bus x1	$225.00	$135.00	$2,700.00
	MiVoice Business Hardware			
1	3300 CX(i) II Controller SATA SSD	$150.00	$150.00	$150.00
1	3300 CX(i) II Controller SATA SSD	$150.00	$150.00	$150.00
1	4 Port FXS for EX Cont.	$310.00	$186.00	$186.00
2	1 Port PRI for EX Cont.	$970.00	$582.00	$1,164.00
1	DSP card for EX Cont.	$450.00	$270.00	$270.00
1	EX Controller 8/120G Dual PS	$3,900.00	$2,340.00	$2,340.00
	MiVoice Office 400 Hardware			
1	PWR CRD C13 10A 125V - NA Plug	$17.50	$10.50	$10.50

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1	PWR CRD C13 10A 125V - NA Plug	$17.50	$10.50	$10.50
2	PWR CRD C13 10A 125V - NA Plug	$17.50	$10.50	$21.00
	Software Assurance			
1	SWA Prem 5y MiVBus System	$693.00	$415.80	$415.80
1	SWA Prem 5y MiVBus System	$693.00	$415.80	$415.80
10965	CC Premium 24/7 Software Assurance	$1.00	$0.60	$6,579.00
4	SWA Prem 5y MiVBus Analog Port	$21.00	$12.60	$50.40
1	SWA Prem 5y MiVBus System	$693.00	$415.80	$415.80
20	SWA Prem 5y MiVBus Analog Port	$21.00	$12.60	$252.00
1	SWA Prem 5y MiVBus DLM	$0.00	$0.00	$0.00
1	SWA Prem 5y MiVBus System	$693.00	$415.80	$415.80
36	SWA Prem 5y MiVBus User	$61.00	$36.60	$1,317.60
1	SWA Prem 5y MiV BG System	$140.00	$84.00	$84.00
1	SWA Prem 5y MiCollab System	$553.00	$331.80	$331.80
55	SWA Prem 5y MiCollab UM Mailbx	$19.00	$11.40	$627.00
382	SWA Prem 5y UCC Entry MiVB	$68.00	$40.80	$15,585.60
150	SWA Prem 5y UCC Std MiVB	$125.00	$75.00	$11,250.00
20	SWA Prem 5y UCC Entry MiVB	$68.00	$40.80	$816.00
	Endpoints			
1	TA7108 (NA)	$582.00	$349.20	$349.20
512	Model 6930 GB Self Labeling IP Phone	$451.00	$270.60	$138,547.20
20	Model 6940 GB Self Labeling IP Phone	$605.00	$363.00	$7,260.00
22	6970 IP Conference Phone	$908.00	$544.80	$11,985.60
20	6905 Wall Mount Bundle	$130.00	$78.00	$1,560.00
	MiContact Center Solutions			
1	Contact Center Starter Pack	$6,500.00	$3,900.00	$3,900.00
9	Contact Center Agent x1	$800.00	$480.00	$4,320.00
10	MiVoice Business Reporter Extension x50	$350.00	$210.00	$2,100.00
	Miscellaneous			
1	MiCC Supervising Your CC SS	$275.00	$275.00	$275.00
1	MiCC Administering Your CC SS	$275.00	$275.00	$275.00
1	MiCClient Licnse - Peering Adv Server	$0.00	$0.00	$0.00
1	MiCClient Licnse - Federation Adv Server	$0.00	$0.00	$0.00
1	NuPoint Unified Mess Sys Admin RLL	$1,750.00	$1,750.00	$1,750.00
	EQUIPMENT SUB-TOTAL			**$305,357.20**
	Extended Warranty			
48	Parts labor and full remote support 24-7 covers 1-5 years. 15 free remotes a month Pro-services for installation of software updates (patches and 1 major releases/year to be done on off hours.	$2,300.00	$2,300.00	$110,400.00
1	MDF materials	$1,875.00	$1,875.00	$1,875.00
	SERVICES SUB-TOTAL			**$123,300.00**
	TOTAL PRICE			**$540,932.20**

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Change Requested

E-Z Tel Inc. will review changes to this statement of work that are requested by Mariposa County. As part of this review, E-Z Tel Inc. will prepare a Change Order that documents the requested change and, if applicable, any impact on the implementation schedule and pricing.

E-Z Tel Inc. will incorporate the change into the project schedule and scope of work upon receipt of the Mariposa County-signed Change Order.

It is important to note that changes requested during implementation will result in changes to the previously negotiated "cut-over" date. E-Z Tel Inc. will work with Mariposa County to anticipate requested changes prior to implementation so as to minimize the impact of requested Change Orders on the negotiated "cut-over" date. Change requests will be reviewed according to the process outlined above.

Terms and Conditions

This Statement of Work (SOW) is subject to the terms and conditions executed by and between Mariposa County and Ezell's Telephone Co E-Z Tel Inc.

This SOW is also subject to the completion of a Site Survey by E-Z Tel Inc. to validate E-Z Tel Inc.'s understanding of site conditions as documented in this SOW and to identify any potential areas of concern. Any additional requirements or deliverables identified through the Site Survey, and/or requested by Mariposa County, must be confirmed in writing through a Change Order or separate SOW.

This Statement of Work (SOW) is also subject to the following terms and conditions:

- Mariposa County acknowledges that while E-Z Tel Inc. maintains overall responsibility for the management and delivery of the services requested, E-Z Tel Inc. may utilize an authorized subcontractor(s) to perform some or all of the specific services defined herein.
- E-Z Tel Inc. shall not be responsible for any delays in the implementation of the proposed equipment that result from incomplete or inaccurate information supplied by Mariposa County.
- Any work performed by E-Z Tel Inc. that is not listed in the scope of work or which is required to assist Mariposa County with the completion of site preparation activities will be subject to the change management process described above.
- E-Z Tel Inc. will not be responsible for any delays attributed to faulty cabling.
- In the event that a universal power supply (UPS) is not provided, E-Z Tel Inc. shall not be responsible for any or all damage(s) related directly or indirectly to power related problems.

E-Z Tel Inc. shall not be responsible for any failure of equipment or network service resulting from the integration of the equipment with any Mariposa County-supplied OEM equipment. Mariposa County shall at its expense indemnify and defend E-Z Tel Inc., its parent and subsidiaries from any claim of actual or alleged infringement of valid Canadian or U.S. intellectual property rights arising from Mariposa County's integration of the proposed equipment with any Mariposa County-supplied OEM equipment.

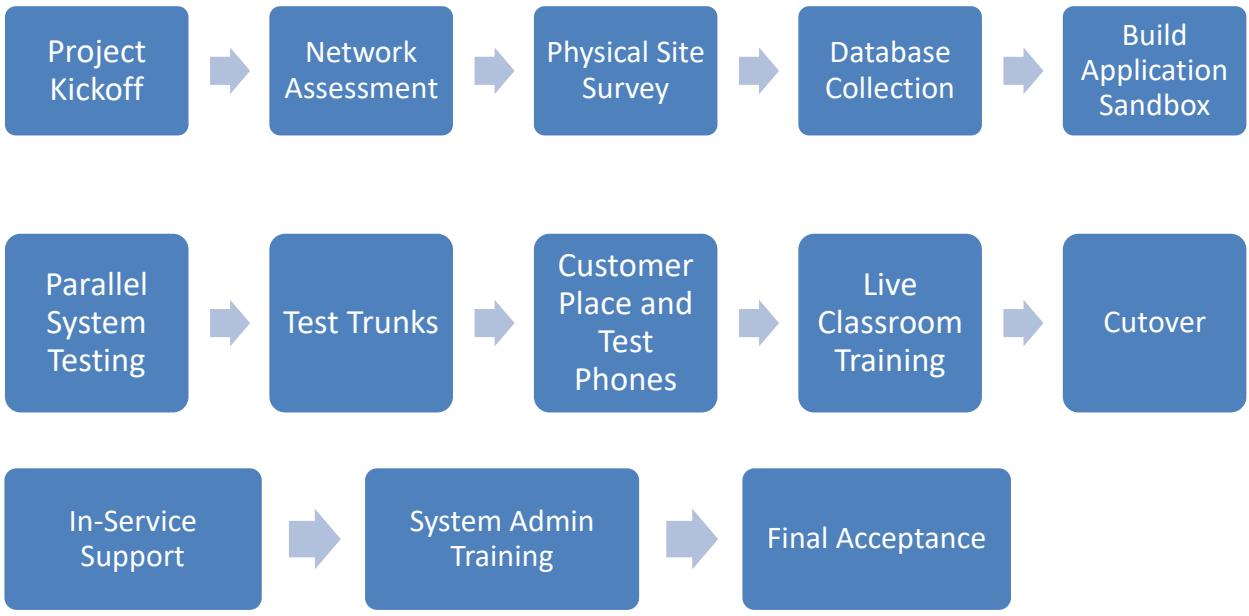
PRICE

The price for the Equipment, Installation, and a 4 year Maintenance Agreement is $540,923.20 of the Equipment. The Customer shall pay under the following schedule:

50%	upon execution of this Agreement Customer;
25%	upon physical delivery of the Equipment; and
25%	upon Cutover.

Attachment 2

Time Line



Project Kick Off Agenda:

1. **Contract Review**
2. **Overview of Installation Process (Network and Physical)**
3. **Database – collecting information from each department**
4. **Creating phone communication policies (live answer, etc)**
5. **Telco discussion – documenting existing circuits, phone numbers, service types**
6. **Parallel Cutover Plan**
7. **Implementation Timeline Objectives**

Network Assessment Agenda:

1. **DHCP Settings**
2. **VLAN Configuration**
3. **LAN PoE requirements; single cable pass-through config**
4. **LAN/WAN connectivity between sites; Firewall configuration**
5. **VMWare or Hyper-V resources**
6. **Desktop client deployment**

Physical survey includes:

- **Photos of each site**
- **Rack space if applicable**

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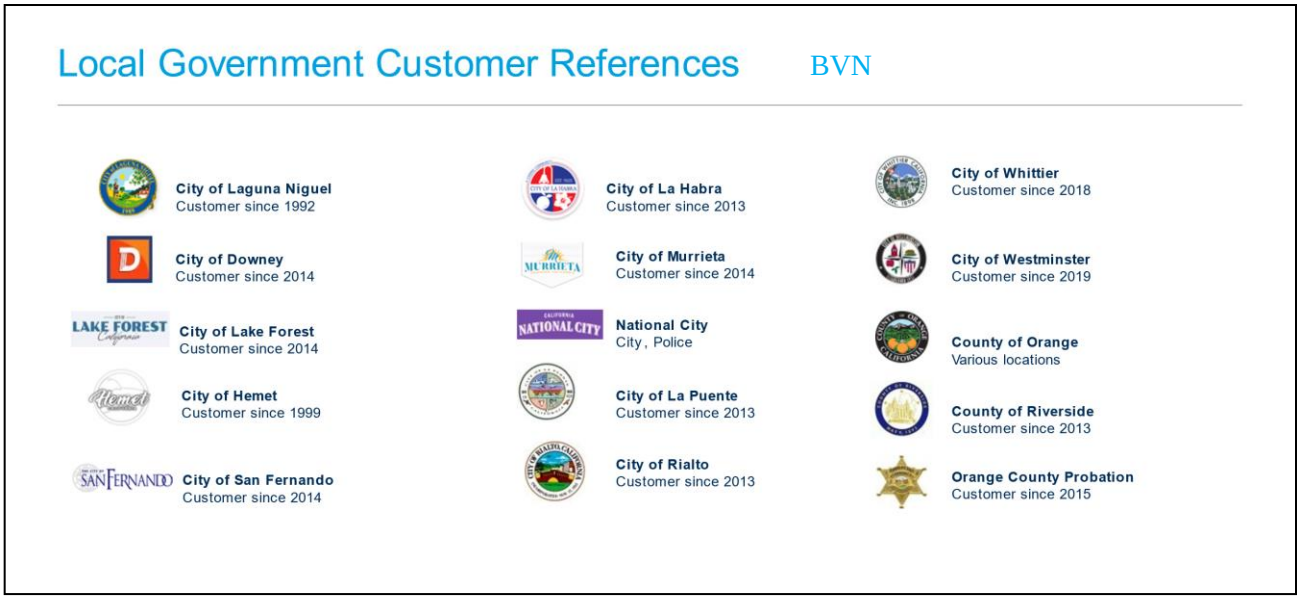
- Environmental, power, AC, etc.
- Cabling
- Analog devices and circuits
- Inventory of ancillary devices (door intercoms; gates, external paging)

Installation of new phone MiVoice Business

- Installation and cut date's will be determined in the kickoff meeting with the timeline
- Ezell's Telephone Co. will assist the Mariposa County Setting and penning new the 6000 series phones and analog sets.

Training

- Will be done both on site and virtual time will be determined in our weekly meeting.



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MARIPOSA COUNTY

Administration · 966-3222

ORDINANCE 2022-1175

MEETING: May 10, 2022

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Holiday Ordinance Adopt

RECOMMENDED ACTION AND JUSTIFICATION:

Rescind Ordinance 2022-1172; Waive the Second Reading and Adopt an Ordinance Titled "County Office Hours and Holidays", Which Will Rescind and Replace Title 2.64 of Mariposa County Ordinance Code Regarding County Office Hours and Holidays.

The substance of this item was discussed and approved on April 5, 2022. After approval, it has been advised that the action to waive the first reading and adopt an ordinance should have been to waive the first reading and *introduce* an ordinance. Only urgency ordinances are adopted on the first reading; this action is to introduce an ordinance to be considered for adoption on April 26, 2022.

In 2021, Juneteenth, which commemorates the emancipation of African-American slaves in the United States, was recognized as a federal holiday for the first time. This item amends Mariposa County Code to acknowledge this holiday in compliance with the proclamation of the President of the United States and County memoranda of understanding with labor bargaining units.

In the process of adding this holiday, Title 2.64 was reviewed and additional amendments are proposed. These amendments are intended to refocus the ordinance on office hours, as directed by California Government Code Sections 24250-24262. Amendments include:

- Removing language related to employee compensation, which is governed by negotiated memoranda of understanding; and
- Specify appropriate office closures for holidays that fall on Saturday or Sunday consistent with ongoing practice; and
- Specify that office closures may occur if the President or Governor declares a holiday, consistent with ongoing practice; and
- Recognize an additional holiday, Juneteenth, as proclaimed by the President of the United States and negotiated with local bargaining units; and

- Add language regarding limited closure of County offices.

This amendment would combine two small subsections related to office hours and holidays into a single section. It would also allow brief closures of specific offices during holiday periods where such provides a cost savings and has minimal impact on public convenience. Holiday closures cannot exceed eight hours and must be approved by the county administrative officer.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

County office hours and holidays are governed by California Government Code sections 6700, 19853, 19854 and 24250-24262.

The County officially established its current office hours, Monday thru Friday from 8:00 a.m. to 5:00 p.m., on June 14, 1977. Legal holidays for the County were codified on November 14, 1989. No changes to Title 2.64 have been made since that time.

Holiday pay, flexible schedules for individual employees, and other related issues are addressed in relevant memoranda of understanding with bargaining units.

The content of this item was discussed and approved at a regular meeting of the Board of Supervisors held on April 5, 2022.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Do not approve. This ordinance will not be adopted and staff will need additional direction to avoid breach of labor union agreements.

ATTACHMENTS:
Title 2.64 County Office Hours (Existing Code) (PDF)
Office Hours and Holidays Ordinance (Proposed) (PDF)
Summary of Proposed Ordinance - Chapter 2.64 (PDF)

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

2.64 County Office Hours
2.64.010 Hours Of Business
2.64.020 Legal Holidays

2.64.010 Hours Of Business

Pursuant to the provisions of section 24260 of the Government Code of California, the offices required by Chapter 6, Part 1, Division 2, Title 3, of the Government Code shall be kept open for the transaction of business continuously from eight a.m. until five p.m. everyday except Saturday, Sunday, and holidays

HISTORY
Adopted by Ord. 456 Sec. 1 on 6/14/1977

2.64.020 Legal Holidays

The following are established as legal holidays in the county, pursuant to Government Code sections 6700, 19853 and 19854:

A. Every Sunday;

B. January 1st, known as "New Year's Day";

C. Third Monday in January, known as "Martin Luther King's Day"

D. Third Monday in February, known as "President's Day";

E. Last Monday in May, known as "Memorial Day";

F. July 4th, known as "Independence Day";

G. First Monday in September, known as "Labor Day";

H. Second Monday in October, known as "Columbus Day";

I. November 11th, known as "Veterans Day";

J. Thanksgiving Day;

K. The day after Thanksgiving Day;

L. December 25th, known as "Christmas Day";

M. All county employees are entitled to a personal holiday; all new employees of the county are entitled to a personal holiday after their one-year anniversary in the calendar year of their first anniversary date;

N. Every day appointed by the President or Governor for public fast, thanksgiving, or holiday provided each such day is specified as a paid holiday by the President or Governor for public employees;

O. Every employee shall be entitled to take as a holiday the Friday preceding any Saturday on which one of the holidays set out in B, F, I, and L above occurs;

P. Every employee shall be entitled to take as a holiday the Monday following any Sunday on which one of the holidays set out in B, F, I, and L above occurs;

Q. Every employee shall be entitled to take one of the following additional holidays, subject to the employee's choice and prior approval by the employee's department head:

1. The working day before or the first working day after Christmas (December 25th).

Attachment: Title 2.64 County Office Hours (Existing Code) (2022-ORD-1175 : Holiday Ordinance Adopt)

2. The working day before or the first working day after New Year's Day (January 1st).

HISTORY
Adopted by Ord. 757 Sec. 1 on 11/14/1989

Attachment: Title 2.64 County Office Hours (Existing Code) (2022-ORD-1175 : Holiday Ordinance Adopt)

MARIPOSA COUNTY ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 2.64 OF THE MARIPOSA COUNTY CODE

WHEREAS, the State of California requires County offices to be "open for the transaction of business during such hours and on such days as are fixed by the board of supervisors by ordinance or resolution" (California Government Code Sections 24250 – 24262); and

WHEREAS, Mariposa County Code Chapter 2.64 codifies the hours of business and legal holidays recognized by the Board of Supervisors; and

WHEREAS, the Board of Supervisors desires to recognize an additional holiday as proclaimed by the President of the United States and negotiated with local bargaining units.

NOW, THEREFORE, THE BOARD OF SUPERVISORS OF MARIPOSA COUNTY, a political subdivision of the State of California, ordains as follows:

SECTION I: Section 2.64 titled "County Office Hours" shall be amended to be titled "County Office Hours and Holidays" and to read in its entirety as follows:

2.64 County Office Hours and Holidays

Except as otherwise provided in Mariposa County Code or by resolution of the Board, all County offices shall be open to the public from 8:00 a.m. to 5:00 p.m. on every day of the week except Saturdays, Sundays, and the following holidays:

A. January 1, known as "New Year's Day".
B. The third Monday in January, known as "Martin Luther King Day".
C. The third Monday in February, known as "President's Day".
D. The last Monday in May, known as "Memorial Day".
E. June 19, known as "Juneteenth".
F. July 4, known as "Independence Day".
G. The first Monday in September, known as "Labor Day".
H. The second Monday in October, known as "Columbus Day".
I. November 11, known as "Veteran's Day".
J. The Thursday in November appointed as Thanksgiving Day.
K. The Friday immediately following Thanksgiving Day.
L. December 25, known as "Christmas Day".
M. Every day appointed by the President or Governor for a public fast, thanksgiving or holiday.

If a County holiday falls on Saturday, the preceding Friday shall be deemed to be a holiday; if a County holiday falls on Sunday, the following Monday shall be deemed to be a holiday.

Attachment: Office Hours and Holidays Ordinance (Proposed) (2022-ORD-1175 : Holiday Ordinance Adopt)

Notwithstanding the above, the County Administrative Officer may approve limited closure of County offices to the public during holiday periods up to eight hours per day to be determined by the County Administrative Officer and the head of the office or department having supervision over the County office being closed to the public. Such determination is to reduce costs and shall take into consideration the day and hours when public convenience and necessity are least impacted as a result of the County office being closed to the public and shall provide appropriate notice that such changes in office hours will occur, along with instructions for emergencies and availability of other offices.

SECTION II: This ordinance shall become effective thirty (30) days from the date of final passage pursuant to Government Code Section 25123.

PASSED AND ADOPTED by the Board of Supervisors of Mariposa County this 22nd day of March 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

_____

ROSEMARIE SMALLCOMBE, Chair
Mariposa County Board of Supervisors

ATTEST:

_____

KEITH WILLIAMS
Interim Clerk of the Board

APPROVED AS TO FORM:

_____

STEVEN W. DAHLEM
County Counsel

Attachment: Office Hours and Holidays Ordinance (Proposed) (2022-ORD-1175 : Holiday Ordinance Adopt)

MARIPOSA COUNTY BOARD OF SUPERVISORS

SUMMARY OF A PROPOSED ORDINANCE AMENDING CHAPTER 2.64 OF THE MARIPOSA COUNTY CODE

Notice is hereby given that on Tuesday, May 10, 2022, at 9:00 am or as soon thereafter as may be heard, at its regularly scheduled meeting, the Mariposa County Board of Supervisors will consider adoption of an ordinance to amend Mariposa County Code Chapter 2.64 regarding County office hours and legal holidays recognized by the Board of Supervisors.

- Remove language related to employee compensation
- Specify appropriate office closures for holidays that fall on Saturday or Sunday
- Specify that office closures may occur if the President or Governor declares a holiday
- Recognize an additional holiday, Juneteenth, as proclaimed by the President of the United States and negotiated with local bargaining units

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.

Keith Williams
Interim Clerk of the Board

Attachment: Summary of Proposed Ordinance - Chapter 2.64 (2022-ORD-1175 : Holiday Ordinance Adopt)

MARIPOSA COUNTY

Board of Supervisors · 209-966-3222

MEETING: May 10, 2022

TO: The Board of Supervisors

FROM: Marshall Long, District III Supervisor

RE: Supervisor Salary Discussion

RECOMMENDATION AND JUSTIFICATION:

Discussion and Direction Regarding Board of Supervisors Salaries (Supervisor Long).

The United States was uniquely established as a government "of the people, by the people, for the people". This standard is an ideal for local governments also, including Mariposa County. Unfortunately, the current pay for our full-time elected county supervisors may be excluding some residents from running for local office. Without going as far as the Board approved previously, some increase to supervisor salaries may encourage additional candidates and help preserve a healthy democratic republic in Mariposa County.

In 1991, Board salaries were set at 25 percent (25%) of the Mariposa County Superior Court Judge rate of pay. While this approach to supervisor pay has afforded modest cost of living increases over time, the role of a county supervisor has been dramatically expanded from a part-time to a full-time position. Residents that may have served on the side in the past now must commit to public service as their only occupation to meet expanded constituent services and demands in a 24/7 world. The Board of Supervisors currently serves on no less than twelve councils and committees and represents the County at 22 agencies.

The modern county supervisor is required to understand and appropriately manage increasingly complex laws and policies, the inner-workings of every department, a budget in excess of $150 million, and an organization with more than 425 employees in an increasingly polarized political climate. Supervisors collectively serve as the county executive without individual autonomy to act and while navigating Brown Act requirements that do not allow a majority to consult outside of a public meeting.

Certainly, members of the Board of Supervisors serve in large part because they want to make a difference and contribute to the progress of Mariposa County. This remains commendable, but it has also resulted in a Board made entirely of retirement-age residents. It's not the age that is noteworthy here; more than one-third of our population is retirement age and they should be represented.

Agenda Item - No Resolution Requested

The concern is that our government "of the people" has been limited to *certain* people, in direct contradiction to the ideals we claim to espouse, which likewise limits the perspectives being considered in a given decision. None of the current supervisors represent a minority population, has children in local schools or extracurricular programs, work in a business tied to the tourism at the heart of our economy, or shares a background with residents from Gen X or the so-called "millennial" generation.

County supervisors, with an annual salary of $53,650.25, are paid less than 89% of all County employees and far below most other executive salaries. This is okay; being a county supervisor should be about the service rather than the pay. At the same time, the goal proposed here is to pay enough that any resident can run for office and still pay their mortgage and provide for their families. Uncontested campaigns should be the exception rather than the norm.

For context, a 2019 compensation study of Amador, Calaveras, Colusa, Glenn, Madera, Merced, Plumas and Tuolumne Counties showed an average supervisor salary of $61,164. An independent check of county websites also found supervisor salaries are $72,060 annually in Inyo County; up to $53,544 (the board chair receives slightly more than the remaining supervisors) in Mono County with two supervisors declining their salaries entirely; $76,086 for the board chair and $60,570 for other supervisors in Calaveras; and $51,958 in Tuolumne County.

With this background and context, an increase of five percentage points relative to the judges may be sufficient to encourage additional support. At 30 percent (30%) of a judge’s salary, supervisors would earn $64,380.30 annually. If this is sufficient to encourage additional interest, no further changes would be needed.

No current supervisor should (or would) support an action related to supervisor salaries to enrich or benefit themselves. Accordingly, the timing of this action could be synchronized with the 2022 elections. Action to amend Board salaries could be initiated prior to the final filing date for candidates in March 2022 with salaries taking effect after the new Board is seated on January 3, 2023.

Finally, while supervisor salaries are being reviewed, it may also be valuable to discuss a less volatile cost of living increase. Superior court judges, as state employees, sometimes see no increases and at other times experience cost of living adjustments of ten percent (10%) or more. Something more moderate and consistent may be more appropriate.

In recent years, the County has negotiated cost of living increases with labor using a formula. That formula provides the lesser of either Consumer Price Index (CPI) or the growth in general purpose revenue with a cap of 4.25% and a floor of 2.75%. This formula is currently used for most staff, including department heads, and could provide a less volatile and more appropriate increase for board salaries as well.

Continuing a government “of the people, by the people, for the people” depends on the ability of those people to participate in the process. There is more to that than salary alone, but a modest increase in salary may remove a significant obstacle for residents interested in serving on the board of supervisors.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

Resolution 88-600 provides that the Board’s salary will be calculated and proposed in the budget at 25% of a superior court judge’s salary; and Ordinance 91-798 provides that this salary will remain at 25% of the judge’s salary without further action from the Board.

In 2003, a proposal to increase board salaries to 35% of the superior court judge's pay was introduced to account for what was perceived as a shift from part-time to full-time work. The proposal was reduced to 31% of a superior court judge salary, but never adopted or implemented.

On December 10, 2019, an ordinance was introduced that would establish the Board's salary at 40% of a superior court judge. This ordinance was passed on January 7, 2020, and subsequently rescinded on April 21, 2020. Several members of the public noted at that time that the proposal was "too much, too fast".

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

This is a discussion item; no action is being taken. The Board could revise any element of this proposal in its direction to staff.

An increase to 35% of the superior court judge salary would be $75,110.35. Any increase could be implemented over multiple years or at any point in the future. The Board could stay linked to the superior court judge salary or use some other indicator for cost of living increases.

The Board could request additional information from staff for a future discussion or decide not to pursue an increase at this time and provide no direction to staff.

ATTACHMENTS:
Board Salary Proposal (PDF)

RESULT: WITHDRAWN

Board Compensation				
Percent of Superior Court Judge Salary	**Year**	**Amount on July 1***	**Annual Increase from Prior Year**	**Monthly Increase from Prior Year**
25%	Current (2022)	$ 56,268.50		
26%	2023	$ 58,519.24	$ 2,250.74	$ 187.56
27%	2024	$ 60,769.98	$ 2,250.74	$ 187.56
28%	2025	$ 63,020.72	$ 2,250.74	$ 187.56
29%	2026	$ 65,271.46	$ 2,250.74	$ 187.56
30%	2027	$ 67,522.20	$ 2,250.74	$ 187.56

* Total amount of compensation would also include any increases to superior court judge salaries for a given year
Salaries in 2028 and beyond would be subject to the same CPI formula for adjustments that is currently used for all staff

Attachment: Board Salary Proposal (12962 : Supervisor Salary Discussion)

MARIPOSA COUNTY

Clerk of the Board of Supervisors ·

MEETING: May 10, 2022

TO: The Board of Supervisors

FROM: Keith Williams, Treasurer/Tax Collector

RE: Minute Order Tracking

RECOMMENDATION AND JUSTIFICATION:

Receive Tracking List of Open Minute Orders.

Direction was given during the April 5, 2022 Board meeting to bring this item back in 4 weeks to review the remainder of the items on the list that the Board did not have the opportunity to review on April 5th.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

At the meeting of January 22, 2019, the Clerk of the Board was directed to regularly report on open Minute Orders to allow the Board to track their completion. Quarterly reports of open minute orders have been brought to the Board since.

On January 25, 2022, the Board gave further direction that these reports should be placed on the Regular Agenda to allow the Board to more fully consider and discuss the topic.

The last report was brought to the Board on April 5, 2022.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

No action is being requested.

ATTACHMENTS:
Planning Response (1) BOS Minute Order Tracking Status with Attachments (PDF)
Planning Response (2) BOS Minute Order Tracking Status with Attachments (PDF)
CAO Response (PDF)
PW - memo minute order tracking. (PDF)
Minute Order Tracking List - Updated 4-5-22 (PDF)
Minute Order Tracking List for 5-10-22 meeting (PDF)

Information Item

RESULT: INFORMATION RECEIVED

MARIPOSA PLANNING

COUNTY OF MARIPOSA
5100 BULLION STREET • POST OFFICE BOX 2039
MARIPOSA, CALIFORNIA 95338–2039
209 . 742 . 1215 • FAX 209 . 742 . 5024

Sarah Williams, Director
swilliams@mariposacounty.org

MEMORANDUM

Date: March 11, 2022

To: Board of Supervisors

From: Sarah Williams, Director

Topic: Minute Order Tracking Item from December 7, 2021 Meeting

DECEMBER 7, 2021:

Based on Board direction given to staff on October 19, 2021, staff scheduled an item entitled, ***"Follow-Up Discussion and Direction Regarding Code Compliance Processes and Determination of Required Resources".***

Staff presented:

- Compliance process flowchart
- Excerpts from current code
- List of open code compliance cases

BOARD DIRECTION: Staff is to bring back an item and resolution that describes recommendations for an amnesty program, as well as a resolution for a minor County Code Amendment, which will be routed through the Code Compliance Advisory Committee prior to any Board action. The County Administrative Officer and Human Resources will work with Planning to get the extra help necessary to begin going through the list of outstanding code compliance cases. Planning will return to the Board with another report in 4 to 6 months. County Counsel will research the question of legality of levying fines without going to court, as well as whether new permits can be withheld for properties already in noncompliance.

Directed Items:

1. Bring back an Amnesty Program for current code provisions for penalties in Title 15 (Planning/Building).

Attachment: Planning Response (1) BOS Minute Order Tracking Status with Attachments (12956 : Minute Order Tracking)

STATUS: Staff prepared a draft Amnesty Program (Resolution). It was scheduled for Code Compliance Advisory Committee (CCAC) review at the CCAC meetings of February 2, 2022 and March 2, 2022. The CCAC has not yet reviewed the item and made a recommendation to the Board of Supervisors. The item will be scheduled for the CCAC meeting agenda for April.

The draft Amnesty Program (Resolution) is attached to this memorandum.

2. Bring back an ordinance to withhold permits on parcels with open cases (Planning/Building).

STATUS: Staff prepared a draft Ordinance. It was scheduled for CCAC review at the CCAC meetings of February 2, 2022 and March 2, 2022. The CCAC has not yet reviewed the item and made a recommendation to the Board of Supervisors. The item will be scheduled for the CCAC meeting agenda for April.

The draft Ordinance is attached to this memorandum.

3. Get extra help staff to go through list of outstanding code cases (Code Compliance).

STATUS: Extra help staff was hired on January 10, 2022 to assist Code Compliance.

4. Research legality of levying fines without going to Court and withhold permits on non-complying parcels (County Counsel).

STATUS: County Counsel's office is responsible for this request.

Attachments:

1. Memo to CCAC and Draft Amnesty Program
2. Memo to CCAC and Draft Ordinance

Attachment: Planning Response (1) BOS Minute Order Tracking Status with Attachments (12956 : Minute Order Tracking)

MARIPOSA PLANNING

COUNTY OF MARIPOSA
5100 BULLION STREET • POST OFFICE BOX 2039
MARIPOSA, CALIFORNIA 95338–2039
209 . 742 . 1215 • FAX 209 . 742 . 5024

Sarah Williams, Director
swilliams@mariposacounty.org

MEMORANDUM

Date: January 26, 2022

To: Code Compliance Advisory Committee (CCAC)

From: Sarah Williams, Director

Topic: Recommendation to Board of Supervisors Regarding Draft Amnesty Program for Civil Penalties

---

At their meeting on December 7, 2021, the Board of Supervisors considered existing code authority for civil penalties, Section 15.10.260 (attached).

The Board directed staff to prepare an Amnesty Program pursuant to this code, to provide time for existing property owners with violations to pursue compliance without being subject to potential civil penalties.

A draft resolution establishing an Amnesty Program for Civil Penalties is scheduled for your review and recommendation to the Board of Supervisors for action.

Attachment: Planning Response (1) BOS Minute Order Tracking Status with Attachments (12956 : Minute Order Tracking)

15.10.260 Civil Penalty For Violation Of Certain Building, Zoning, Public Health, Grading And Drainage Regulations

A. Charge - Code violation. In addition to any other fee or penalty imposed by this code or by law any person who violates Chapters 15.10, and 15.11, of this code shall pay one of the following sums, as determined by the enforcing officer, to the county of Mariposa.

1. If the violation arises from an unlawful commercial, rental or similar use or structure or the property:

   a. The fair market rental value of the land or structure in violation for the period o time elapsed from the date of mailing the Notice of Violation through to its abatement by whatever means; or

   b. No less than twenty-five dollars ($25.00) per day and no more than one hundred dollars ($100) per day for the first violation; no more than two hundred dollars ($200) per day for a second violation of the same ordinance within one year; and no more than five hundred dollars ($500) per day for each additional violation o the same ordinance within one year for each day that the violation exists after the date of mailing of the Notice of Violation through to its abatement by whateve means; or

   c. In the event that the use or structure in violation may be permitted with an appropriate permit, a minimum of three (3) times and up to maximum of ten (10 times the amount of the standard fee for every required approval, review, and permit will be imposed.

2. If the violation arises from an unlawful owner-occupied residential use or structure on the property:

   a. The fair market rental value of the land or structure in violation for the period o time elapsed from the date of mailing of the Notice of Violation through to its abatement by whatever means; or

   b. No less than fifteen dollars ($15.00) per day and no more than one hundred dollars ($100) per day for the first violation; or no more than two hundred dollars ($200) per day for a second violation of the same ordinance within one year; or no more than five hundred dollars ($500) per day for each additional violation of the same ordinance within one year for each day that the violation exists after the date of mailing of the Notice of Violation through to its abatement by whatever means or

   c. In the event that the use or structure in violation may be permitted with an appropriate permit, a minimum of three (3) times and up to a maximum of five (5 times the amount of the standard fee for every required approval, review and permit will be imposed.

3. For any other violation, including but not limited to an unlawful noncommercial junkyard an unlawful noncommercial truck terminal, an unlawful non-operative vehicle storage yard, and an unlawful accessory structure:

   a. No less than five dollars ($5.00) per day and no more than one hundred dollars ($100) per day for the first violation; no more than two hundred dollars ($200) pe day for a second violation of the same ordinance within one year; and no more than five hundred dollars ($500) per day for each additional violation of the same

Attachment: Planning Response (1) BOS Minute Order Tracking Status with Attachments (12956 : Minute Order Tracking)

ordinance within one year for each day that the violation exists after the date of mailing of the Notice of Violation through to its abatement by whatever means; or

b. In the event that the use or structure in violation may be permitted with an appropriate permit, a minimum of three (3) times and up to a maximum of five (5 times the amount of the standard fee for every required approval, review, and permit will be imposed.

4. The enforcing officer shall have the sole and exclusive discretion to set the amount of the civil penalties within the ranges set forth in this section, except that the enforcing office shall not impose any penalty greater than the minimum amount in any range of civi penalties set forth in this section, unless the enforcing officer's department has adopted a written policy setting forth how civil penalties within the various ranges are determined.

B. Enforcing officer. For the purposes of this section "Enforcing Officer" means the director of the Mariposa County building department, or his/her designee.

C. Determination of penalties. The determination of charges imposed under this section shall be as defined herein:

1. Such determination shall take into account the facts and circumstances of the violation including, but not limited to:

a. Whether or not the violation poses a threat to human health, safety, or to the environment;

b. The seriousness or gravity of the violation;

c. The length of time the violation has existed;

d. The culpability of the person in violation or the willfulness of the violation;

e. The knowledge of and familiarity with building regulation of the individual tha created or caused the violation to occur;

f. The extent of the violation and its effect on adjoining properties;

g. Any attempts to comply with the applicable ordinances;

h. And any other information which might be relevant to the determination of charges to be imposed.

D. Appeal of determination. At the discretion of the enforcing officer, or his/her designee, or upon the proper appeal of the property owner, the determination may be referred to the Mariposa County building appeals board. A person dissatisfied with the decision of the appeals board may appeal to the board of supervisors pursuant to the county code appeals procedures.

E. Exclusions.

1. The charges imposed by this section shall not apply if the property owner establishes that, at the time he or she acquired the property, (i) a violation of this code existed on the property, (ii) the property owner did not have actual or constructive notice of the existence of said violation, and (iii) within thirty (30) days after the mailing of Notice of Existence o said violation the property owner initiates and pursues with due diligence, and good faith effort is made to meet the requirements of Mariposa County Codes as determined solely by the enforcing officer.

Note of Clarification: A property owner has constructive notice of the existence of a violation if the property owner has actual notice of circumstances sufficient to put a

Attachment: Planning Response (1) BOS Minute Order Tracking Status with Attachments (12956 : Minute Order Tracking)

prudent person upon inquiry as to a particular fact and if by prosecuting such inquiry, the person might have learned that a violation existed on the property.

2. The charges imposed by this section shall not apply if the owner establishes that (i) within thirty (30) days after the date of mailing of Notice of Existence of the violation, the property owner removed from the property the use or structure which constituted the violation, and (ii) the property owner had not previously been mailed a notice of a violation of the same code section, regardless of the parcel on which such violation occurred.
3. The board of supervisors may amend or temporarily suspend the provisions of this section by the adoption of a resolution establishing an amnesty period for a period of time so stipulated in the resolution.

HISTORY
Adopted by Ord. 1073 Sec. II on 11/9/2010

Attachment: Planning Response (1) BOS Minute Order Tracking Status with Attachments (12956 : Minute Order Tracking)

STATE OF CALIFORNIA
COUNTY OF MARIPOSA
BOARD OF SUPERVISORS

DRAFT Resolution
No. 2022-___ **A Resolution Adopting a Civil Penalty Amnesty Program Pursuant to Mariposa County Code Section 15.10.260 Entitled "Civil Penalty for Violation of Certain Building, Zoning, Public Health, Grading and Drainage Regulations"**

WHEREAS, Mariposa County Development Services Departments include the Building Department, the Planning Department and the Environmental Health Unit; and

WHEREAS, Mariposa County Development Services Departments are responsible for the enforcement of county ordinances and state laws, including building codes, zoning codes and environmental health codes; and

WHEREAS, the Mariposa County Board of Supervisors finds that compliance with codes and regulations are fundamentally necessary and beneficial for the health, safety and welfare of its residents. The violation of these codes and regulations can result in negative impacts to the health, safety and welfare of property owners and residents of Mariposa County; and

WHEREAS, Mariposa County Code Section 15.10.260 entitled "Civil Penalty For Violation Of Certain Building, Zoning, Public Health, Grading And Drainage Regulations" establishes various civil penalties for county code violations; and

WHEREAS, the code establishes that the enforcing officer, who is defined as the director of the Mariposa County Building Department or his/her designee, shall have the sole and exclusive discretion to set the amount of the civil penalties and to charge those penalties to property owners of parcels on which there are violations; and

WHEREAS, Mariposa County Code Subsection 15.10.260.E.3 establishes "exclusions"; and

WHEREAS, the exclusions include authority for the Board of Supervisors to amend or temporarily suspend the imposition of civil penalties by the adoption of a resolution establishing an amnesty period; and

WHEREAS, the Board of Supervisors discussed an item entitled, "Follow-Up Discussion and Direction Regarding Code Compliance Processes and Determination of Required Resources" at their meeting on the 7th day of December 2021; and

WHEREAS, at their meeting on the 7th day of December 2021, staff provided information about 1) current code authority available to staff, to effect compliance, and 2) the over 500 open code compliance cases on file, the majority of which are directly related to structures, additions, modifications and grading done without permits; and

WHEREAS, at the meeting on the 7th day of December 2021, staff also presented information about the county's code provisions for civil penalties for certain types of violations; and

Attachment: Planning Response (1) BOS Minute Order Tracking Status with Attachments (12956 : Minute Order Tracking)

WHEREAS, there was significant public testimony provided to the Board for this agenda item; and

WHEREAS, following discussion, the Board directed staff to bring back an item and resolution that establishes an Amnesty Program for civil penalties (Board of Supervisors' Minute Order 12252) pursuant to Mariposa County Code Subsection 15.10.260.E.3; and

WHEREAS, this action was taken based on the Board's recognition that many property owners may not be aware of violations on their property; property owners will be provided a reasonable time period to work with staff to understand the compliance issues on their property and to resolve their violations voluntarily, before financial penalties are imposed; and

WHEREAS, the Civil Penalty Amnesty Program is established to encourage voluntary compliance; and

WHEREAS, staff was directed to schedule the proposed Civil Penalty Amnesty Program though the Mariposa County Code Compliance Advisory Committee (CCAC), a citizen's advisory committee, for their review and recommendation; and

WHEREAS, the CCAC did consider the proposed Civil Penalty Amnesty Program at their duly noticed meeting on the 2nd day of February 2022 and recommended the Board of Supervisors _____; and

WHEREAS, a duly noticed Board of Supervisors' public hearing to consider the proposed Civil Penalty Amnesty Program was scheduled for ___ day of February 2022; and

WHEREAS, a staff memorandum and packet was prepared pursuant to local administrative procedures; and

WHEREAS, the Board of Supervisors did hold a public meeting on the ___ day of February 2022 and considered all the information in the public record, including the staff memorandum packet, the recommendations of the CCAC and testimony from the public.

NOW THEREFORE BE IT RESOLVED THAT the Board of Supervisors of the County of Mariposa does hereby:

1. Adopt and approve a Civil Penalty Amnesty Program for civil penalties for violations of certain building, zoning, public health, grading and drainage regulations pursuant to authority established by Mariposa County Code Subsection 15.10.260; and
2. Establish that the Civil Penalty Amnesty Program shall be in effect for a total of six (6) months, beginning on the date of adoption of this resolution, ____, 2022; and
3. Establish that the Civil Penalty Amnesty Program shall expire on ____, 2022, unless an extension is approved; and
4. Establish that a one-time 6-month extension of the Civil Penalty Amnesty Program may be considered by the Board of Supervisors, if there would be a benefit to the extension by

Attachment: Planning Response (1) BOS Minute Order Tracking Status with Attachments (12956 : Minute Order Tracking)

continued voluntary compliance activities as determined by the Board.

NOW THEREFORE BE IT FURTHER RESOLVED THAT the details of implementation of the Civil Penalty Amnesty Program are further defined and described in Exhibit 1 of this resolution.

ON MOTION BY Supervisor _____, seconded by Supervisor _____, this resolution is duly passed and adopted this ___ day of February 2022 by the following vote:

AYES:

NOES:

EXCUSED:

ABSTAIN:

_____
Rosemarie Smallcombe, Chair
Mariposa County Board of Supervisors

Attest:

_____
René LaRoche,
Clerk of the Board of Supervisors

APPROVED AS TO LEGAL FORM

_____
Steven W. Dahlem
County Counsel

Attachment: Planning Response (1) BOS Minute Order Tracking Status with Attachments (12956 : Minute Order Tracking)

Exhibit 1

Implementation Provisions for Civil Penalty Amnesty Program for Certain Building, Zoning, Public Health, Grading and Drainage Regulations

Duration: The duration for this amnesty shall commence upon adoption of the resolution and continue for a period of six (6) months.

A one-time six-month extension may be approved by the Board of Supervisors, if the program is continuing to show success in encouraging voluntary compliance.

Notice: Notice of availability of the Civil Penalty Amnesty Program shall be as follows:

1. A notice shall be mailed to all owners of parcels on which there are unresolved violations subject to civil penalties pursuant to County Code Section 15.10.260. Notice shall be sent to the owner of record, as shown on the current assessment role of Mariposa County.
2. A notice shall be posted in public places in communities throughout the county, pursuant to the list identified in County Code Section 17.132.020.C. The posting shall also be on the County's website.
3. A notice shall be published in a newspaper of general circulation within the county at least twice.

Eligibility: The amnesty is established for any existing violations as defined in Mariposa County Code Section 15.10.260 entitled "Civil Penalty for Violations of Certain Building, Zoning, Public Health, Grading and Drainage Regulations", which were in effect as of the effective date of the amnesty program.

Effect: During the Civil Penalty Amnesty Program, Mariposa County staff shall waive the civil penalties described in County Code Section 15.10.260 for any violations which existed as of the date of the program, and which comply with all requirements of the Civil Penalty Amnesty Program.

Implementation: In order to be eligible for the amnesty from civil penalties, property owners of parcels on which there are violations must enter into an Amnesty Agreement with the County as described below. Participation in the Amnesty Program is voluntary on the part of a property owner. There shall be no waiver to the requirement to enter into an agreement.

Amnesty Agreement: As a condition of the Civil Penalty Amnesty Program each participating property owner shall enter into an Amnesty (Compliance) Agreement with Mariposa County.

Attachment: Planning Response (1) BOS Minute Order Tracking Status with Attachments (12956 : Minute Order Tracking)

The Amnesty Agreement, also referred to as a Compliance Agreement, shall contain, but not limited to, all of the following information:

1. Identification of the property by street address and APN (Assessor Parcel Number).
2. Current ownership
3. Contact information for current ownership, which may include telephone number(s) and email addresses
4. Detailed description and summary of the violation
5. Steps necessary, including permit requirements, for the remediation of the violation
6. Time period negotiated between property owner and county for the corrections

   The time period for corrections will be established with reasonable allowances for owner to submit and obtain permitting, owner to complete work, owner to cover costs for permitting and work, contractor availability, etc.

   Should the property owner require additional time (beyond the negotiated time period in the agreement) to perform the remediation corrections, a request in writing must be presented to the Building Director by owner for evaluation prior to the expiration of the agreement. The request will be evaluated on the following criteria:

   a. Impacts to health and safety
   b. The total amount of time that has passed since the violation was initially identified
   c. The owner's cooperation and owner's progress toward remediation as of the date of the request
   d. Violations for which minimal or negligible corrective measures have been completed will not be eligible for an extension
   e. Violations for which non-compliance is exhibited for any other requirement in the agreement will not be eligible for an extension
7. It shall be the sole responsibility of the property owner to provide proof of that timeframes and benchmarks have been met.
   a. Proof shall be provided in the form of objective documentation including but not limited to pictures, receipts, copies of contractor agreements or other documentation of repairs and progress.
8. Signature of property owner (and tenant in cases where tenant has created or added to violations) and Building Director or his/her designee.
9. Upon signing of the agreement, the case shall be removed from the active code compliance list. Failure to comply with the agreement will result in the case being placed back on the active case log.
10. Any non-compliance with terms and provisions of the agreement will be considered a breach of the agreement.

Attachment: Planning Response (1) BOS Minute Order Tracking Status with Attachments (12956 : Minute Order Tracking)

11. Any additional violations occurring on the property after entering into the agreement will be considered a breach of the agreement and subject to enforcement.
12. In the event of breach of the agreement, civil penalties shall accrue from the date of breach and shall be assessed pursuant to the penalty structure established by County Code Section 15.10.260.
13. The agreement shall include owner authorization for staff to access a property for periodic inspections to determine compliance. Staff will not access a property without prior notification to the owner.

Attachment: Planning Response (1) BOS Minute Order Tracking Status with Attachments (12956 : Minute Order Tracking)

MARIPOSA PLANNING

COUNTY OF MARIPOSA
5100 BULLION STREET • POST OFFICE BOX 2039
MARIPOSA, CALIFORNIA 95338–2039
209 . 742 . 1215 • FAX 209 . 742 . 5024

Sarah Williams, Director
swilliams@mariposacounty.org

MEMORANDUM

Date: January 26, 2022

To: Code Compliance Advisory Committee (CCAC)

From: Sarah Williams, Director

Topic: Draft Ordinance for Permitting

At their meeting on December 7, 2021, the Board of Supervisors considered an agenda item entitled "Follow-Up Discussion and Direction Regarding Code Compliance Processes and Determination of Required Resources."

As a result of the discussion regarding resources, the Board directed staff to prepare a minor County Code Amendment that states if a violation exists on a parcel, no other permits shall be issued to that parcel, expect for those related to the cure of the violation. The amendment was to include an exception for emergency permits necessary for immediate health and safety of residents. This amendment was proposed to ensure that the County isn't issuing permits to parcel with violations, including permits which support or exacerbate the violation (such as a well permit issued to a parcel on which there has been multiple seasons of illegal marijuana grown in unpermitted greenhouses) (where crops were previously watered by delivered water).

A draft ordinance is scheduled for your review and recommendation to the Board of Supervisors for action.

Attachment: Planning Response (1) BOS Minute Order Tracking Status with Attachments (12956 : Minute Order Tracking)

MARIPOSA COUNTY ORDINANCE NO. ___

AN ORDINANCE AMENDING SECTION 15.10.260 OF THE MARIPOSA COUNTY CODE ENTITLED "CIVIL PENALTY FOR VIOLATION OF CERTAIN BUILDING, ZONING, PUBLIC HEALTH, GRADING AND DRAINAGE REGULATIONS"

WHEREAS, the purpose of this ordinance is the preservation of the public peace health and safety in the County; and

WHEREAS, the Board of Supervisors desires to ensure that the County's Development Services Departments are not issuing permits to parcels with violations, including permits which support or exacerbate a violation.

NOW, THEREFORE, the Board of Supervisors of the County of Mariposa does ordain as follows:

SECTION I: Section 15.10.260 entitled "CIVIL PENALTY FOR VIOLATION OF CERTAIN BUILDING, ZONING, PUBLIC HEALTH, GRADING AND DRAINAGE REGULATIONS", shall be amended by adding Subsection "F" which shall read in its entirety as follows:

F. Except as otherwise provided herein, no application for building permit shall be accepted, no certificate of occupancy or form of clearance of any type shall be issued, and no inspection services shall be provided, for a parcel upon which an unabated county code violation exists. This prohibition shall not apply to any permit or action necessary for the correction or abatement of a county code violation. This prohibition shall not apply to an emergency permit which is necessary for the immediate health and safety of residents as determined by the Building Director.

SECTION II: This Ordinance shall become effective thirty (30) days after final passage pursuant to the provisions of Government Code Section 25123.

PASSED AND ADOPTED by the Board of Supervisors of Mariposa County this ___day of _____, 2022 by the following vote.

AYES:
NOES:
ABSENT:
ABSTAINED:

_____
Rosemarie Smallcombe, Chair
Mariposa County Board of Supervisors

ATTEST:

_____
RENÉ LA ROCHE
Clerk of the Board

APPROVED AS TO FORM:

_____
STEVEN W. DAHLEM
County Counsel

Version 01/21/2022

Attachment: Planning Response (1) BOS Minute Order Tracking Status with Attachments (12956 : Minute Order Tracking)

Mariposa County

SARAH WILLIAMS
Planning Director

Mikey Goralnik
Community Design and
Development Planner

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209-966-5151 FAX 209-742-5024
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MEMORANDUM

Date: 3/18/2022

To: Mariposa County Board of Supervisors

From: Mikey Goralnik, Community Design and Development Planner
Sarah Williams, Planning Director

Topic: Merced River Trail Minute Order Tracking Update // Miller Gulch Easement

This memorandum pertains to a request from the Board of Supervisors to respond to a minute order related to the Merced River Trail project. According to the Clerk of the Board, on January 22, 2019, the Board provided direction the Planning Department to "address the issue of the easement before spending effort on the Forest Service compliance aspect." This issue concerns an easement through the Miller Gulch property for the purposes of providing continuous non-motorized recreation access along the historic Yosemite Valley Railroad.

Per Board direction, this issue has been addressed: the current owners of the Miller Gulch property (Transition Mountain Properties, LLC) have consistently indicated that they are not willing to sell an easement on the property at this time. Their overwhelming preference is to sell the entire parcel at one time, so staff have been working with the owners towards this outcome. Staff plans to continue to engage Transition Mountain Properties to acquire the parcel, both to provide non-motorized recreational access along the rail grade, to explore the possibility of additional recreational access through the site to the north, and to advance the environmental restoration and resiliency objectives that have been articulated through the Merced River Trail vision planning process to date.

Attachment: Planning Response (2) BOS Minute Order Tracking Status with Attachments (12956 : Minute Order Tracking)

MINUTE ORDER TRACKING

(Direction requiring a later action.)
Last Updated: 2/19/2022 (through February 8, 2022 meeting)

Meeting:	Res. Number:	From:	Directed To:	Completion or Return Date:	Action Requested/Volunteered:	Response
2/27/2018	18-097	Board consensus	Dallin Kimble/CAO	Regularly	ITEM: Receive and Review the Midyear Financial Status Report and Approve Budget Adjustments (Initiating Department: Admin) **DIRECTION: The CAO is to regularly bring briefing sheets to the Board showing how the money from the MID Settlement is spent.**	The Board is advised of MID Settlement spending as part of every budget adoption and any proposed adjustments to this fund. This is not necessary to track separately as no action can occur to these funds without Board approval.
6/26/2018	N/A	Board consensus	Dallin Kimble/CAO	None.	ITEM: Discussion and Direction Regarding the Development of an Event Sponsorship Policy or Set of Guidelines (Initiating Department: Admin) **DIRECTION: Staff is to solicit input from community organizations to develop special events guidelines and policy. Until completed, staff is to process requests for recurring special events with no changes as usual; however, new events must be brought to the Board for approval. (1-26-21: The Board directed that a similar discussion and direction from 2-25-2020 be removed from the tracking list.)**	This action was paused due to the pandemic when gathering was not permitted. It should be revisited in 2022.
12/4/2018	N/A	Board consensus	Sarah Williams/Planning Director	3/15/2022	ITEM: Discussion and Direction to Staff Regarding Housing Programs in Mariposa County (Initiating Department: Planning) **DIRECTION: Bring back a housing program or plan that considers today's input.**	
1/22/2019	N/A	Board consensus	Sarah Williams/Planning Director and Mikey Goralnik/Community Design and Development Planner	Ongoing.	ITEM: Discussion and Direction to Staff Regarding Financing Strategies for Merced River Trail and Mariposa Creek Parkway Legacy Projects (Initiating Department: Planning) **DIRECTION: Regarding the Merced River Trail and Mariposa Creek Parkway Legacy Projects, staff is to address the issue of the easement before spending effort on the Forest Service compliance aspect.** ****1/28/2020: Clarification added that Forest Service compliance aspect applies only to the Merced River Trail - not to the Mariposa Creek Parkway.**	
2/26/2019	N/A	Board consensus	Dallin Kimble/County Administrative Officer	None.	ITEM: Discussion and Direction on Real Estate Status and Opportunities (Initiating Department: Admin) **DIRECTION: The CAO is to move forward with the staff needs evaluation, and prepare an inventory of County owned properties for use in future considerations.**	Staff has an inventory of County-owned properties. The space needs evaluation, which is very much needed, was paused at board direction until an organization study can be completed.
6/9/2020	N/A	Board consensus	Dallin Kimble/CAO	None.	ITEM: Discussion and Direction on Pension and OPEB (Initiating Department: Admin) **DIRECTION: The CAO is to continue assessing solutions and return at some point with a proposal of what funds to invest.**	The Board approved an agreement for OPEB prefunding on 9/22/20 and allocated funds for that purpose in the current fiscal year.
3/16/2021	N/A	Board consensus	Dallin Kimble/CAO	None.	Discussion and Direction Regarding Sale of Surplus Property (MPA APN 001-030-001 & TC APN 071-120-011) **DIRECTION: The CAO is directed to pursue selling the property, including pursuing removing the deed restriction, but first ascertaining the value of the two parcels together and separate as well as with the deed restriction in place and without.**	All work has been done to list this property. The Board will consider a resolution of intention on March 22.

Attachment: CAO Response (12956 : Minute Order Tracking)

Meeting:	Res. Number:	From:	Directed To:	Completion or Return Date:	Action Requested/Volunteered:	Response
5/18/2021	N/A	Board consensus	Dallin Kimble/CAO	None.	ITEM: Discussion and Direction on Real Estate Status and Opportunities **DIRECTION: The Board concurred that the CAO is to prioritize investigating options and solutions, including applicable studies, for the public safety departments, particularly the Sheriff's Administration Building and possible pursuit of the Spring Hill site for use by County Fire; and that the CAO move to start getting surplus County-owned property back in private hands.**	Public Works is working with the sheriff's office on a possible new facility near the jail. Administration continues to discuss the future of Spring Hill with the school district.
7/13/2021	21-415	Board consensus	Dallin Kimble/CAO	None.	ITEM: PUBLIC HEARING: Adopt a Resolution Approving an Application for Community Development Block Grant (CDBG) Funding; and Authorize the Board of Supervisors Chair to Sign the Grant Agreement and Any Amendments Thereto from the 2021 Notice of Funding Availability (NOFA) to Fund a Resort Hotel & Conference Center Feasibility Study (Subject to Approval as to Legal Form by County Counsel) **ACTION: Approved contingent upon the draft RFP coming back to the Board for approval.**	Grant was recently received and RFP is now being drafted.
8/10/2021	N/A	Board consensus	Shannon Hansen/Interim Public Works Director; Dallin Kimble/CAO	None.	ITEM: Receive a Presentation from the Water Agency Advisory Board Regarding Next Steps in Implementation of the M.I.D. Settlement **DIRECTION: The CAO is to facilitate the preparation of an RFP for a Water Project Feasibility Study that will use the $250,000 previously allocated for such a study, and which will come back to the Board for approval prior to being issued; any use of M.I.D. settlement funds is to be limited until the Board receives the completed feasibility study and decides if it will pursue a water project; and the WAAB authorities and purpose are to be updated to allow its members to work on the issue.**	Water Agency Advisory Board is assigned to draft an RFP for the first study.
12/7/2021	N/A	Board consensus	Sarah Williams/Planning Director, Deborah Willis/Interim Building Director, Dallin Kimble/County Administrative Officer, and Steven W. Dahlem/County Counsel	5/10/2022	Follow-Up Discussion and Direction Regarding Code Compliance Processes and Determination of Required Resources **DIRECTION: Staff is to bring back an item and resolution that describes recommendations for an amnesty program, as well as a resolution for a minor County Code Amendment, which will be routed through the Code Compliance Advisory Committee prior to any Board action. The County Administrative Officer and Human Resources will work with Planning to get the extra help necessary to begin going through the list of outstanding code compliance cases. Planning will return to the Board with another report in 4 to 6 months. County Counsel will research the question of legality of levying fines without going to court, as well as whether new permits can be withheld for properties already in noncompliance.**	

Attachment: CAO Response (12956 : Minute Order Tracking)

Meeting:	Res. Number:	From:	Directed To:	Completion or Return Date:	Action Requested/Volunteered:	Response
1/25/2022	2022-061	Board consensus	Dallin Kimble/County Administrative Officer	N/A	Adopt a Resolution Approving Fee Adjustments for Planning, Building, Environmental Health, Surveyor, Engineering, and Airport Operations Effective April 1, 2022 Action was taken to adopt option 1 - the 25% phased increase that was previously approved, along with the 5% CPI, with the resolution amended in the 7th Whereas Paragraph to indicate that the last review and update of Public Works Airport user fees occurred in 2020, rather than 2019, via Resolution 20-082, rather than Resolution 2019-731, and with the chart of fees attached as an exhibit after it has been amended to show only the information relevant to this action. **Staff is to return with another item to address the increases for years 3 and 4, as well as CPI; and that the new item also include a mechanism to address CPI in years beyond the phasing so that it can occur without Board action.**	Item is prepared and will be back to the board as department review and advertising requirements permit.

Attachment: CAO Response (12956 : Minute Order Tracking)

Mariposa County
Department of Public Works

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

Team, Service, Stewardship

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

To: Mariposa County Board of Supervisors

From: Shannon Hansen Director, Public Works Department and Transportation

Subject: Minute Order Tracking List Update – Status of Request for Proposals (RFP) Re: MID Water Project Feasibility Study

On February 28, 2022, Public Works Department Deputy Director, Larry Harris, met with the Mariposa County Water Agency Advisory Board at their regularly scheduled meeting to review a first draft of the RFP to conduct a feasibility study. Discussions with the Water Agency Advisory Board Members on February 28th meeting resulted in a revised draft RFP generated on March 11, 2022, and is currently being reviewed by Advisory Board Chairman. It is anticipated that a final draft RFP will be ready for review and approval by the entire Water Agency Advisory Board at their next scheduled meeting on May 19, 2022.

Attachment: PW - memo minute order tracking. (12956 : Minute Order Tracking)

MINUTE ORDER TRACKING

(Direction requiring a later action.)
Last Updated: 4/5/2022 (through May 10th, Meeting)

Meeting:	Res. Number:	From:	Directed To:	Completion or Return Date:	Action Requested/Volunteered:
2/27/2018	18-097	Board consensus	Dallin Kimble/CAO	Regularly	ITEM: Receive and Review the Midyear Financial Status Report and Approve Budget Adjustments (Initiating Department: Admin) **DIRECTION: The CAO is to regularly bring briefing sheets to the Board showing how the money from the MID Settlement is spent.**
6/26/2018	N/A	Board consensus	Dallin Kimble/CAO	None.	ITEM: Discussion and Direction Regarding the Development of an Event Sponsorship Policy or Set of Guidelines (Initiating Department: Admin) **DIRECTION: Staff is to solicit input from community organizations to develop special events guidelines and policy. Until completed, staff is to process requests for recurring special events with no changes as usual; however, new events must be brought to the Board for approval. (1-26-21: The Board directed that a similar discussion and direction from 2-25-2020 be removed from the tracking list.)**
2/26/2019	N/A	Board consensus	Dallin Kimble/County Administrative Officer	None.	ITEM: Discussion and Direction on Real Estate Status and Opportunities (Initiating Department: Admin) **DIRECTION: The CAO is to move forward with the staff needs evaluation, and prepare an inventory of County owned properties for use in future considerations.**
6/9/2020	N/A	Board consensus	Dallin Kimble/CAO	None.	ITEM: Discussion and Direction on Pension and OPEB (Initiating Department: Admin) **DIRECTION: The CAO is to continue assessing solutions and return at some point with a proposal of what funds to invest.**
3/16/2021	N/A	Board consensus	Dallin Kimble/CAO	None.	Discussion and Direction Regarding Sale of Surplus Property (MPA APN 001-030-001 & TC APN 071-120-011) **DIRECTION: The CAO is directed to pursue selling the property, including pursuing removing the deed restriction, but first ascertaining the value of the two parcels together and separate as well as with the deed restriction in place and without.**

Attachment: Minute Order Tracking List - Updated 4-5-22 (12956 : Minute Order Tracking)

Meeting:	Res. Number:	From:	Directed To:	Completion or Return Date:	Action Requested/Volunteered:
5/18/2021	N/A	Board consensus	Dallin Kimble/CAO	None.	ITEM: Discussion and Direction on Real Estate Status and Opportunities **DIRECTION: The Board concurred that the CAO is to prioritize investigating options and solutions, including applicable studies, for the public safety departments, particularly the Sheriff's Administration Building and possible pursuit of the Spring Hill site for use by County Fire; and that the CAO move to start getting surplus County-owned property back in private hands.**
7/13/2021	21-415	Board consensus	Dallin Kimble/CAO	None.	ITEM: PUBLIC HEARING: Adopt a Resolution Approving an Application for Community Development Block Grant (CDBG) Funding; and Authorize the Board of Supervisors Chair to Sign the Grant Agreement and Any Amendments Thereto from the 2021 Notice of Funding Availability (NOFA) to Fund a Resort Hotel & Conference Center Feasibility Study (Subject to Approval as to Legal Form by County Counsel) **ACTION: Approved contingent upon the draft RFP coming back to the Board for approval.**
8/10/2021	N/A	Board consensus	Shannon Hansen/Interim Public Works Director; Dallin Kimble/CAO	None.	ITEM: Receive a Presentation from the Water Agency Advisory Board Regarding Next Steps in Implementation of the M.I.D. Settlement **DIRECTION: The CAO is to facilitate the preparation of an RFP for a Water Project Feasibility Study that will use the $250,000 previously allocated for such a study, and which will come back to the Board for approval prior to being issued; any use of M.I.D. settlement funds is to be limited until the Board receives the completed feasibility study and decides if it will pursue a water project; and the WAAB authorities and purpose are to be updated to allow its members to work on the issue.**
12/7/2021	N/A	Board consensus	Sarah Williams/Planning Director, Deborah Willis/Interim Building Director	5/10/2022	Follow-Up Discussion and Direction Regarding Code Compliance Processes and Determination of Required Resources **DIRECTION: Staff is to bring back an item and resolution that describes recommendations for an amnesty program, as well as a resolution for a minor County Code Amendment, which will be routed through the Code Compliance Advisory Committee prior to any Board action. Planning will return to the Board with another report in 4 to 6 months.**

Attachment: Minute Order Tracking List - Updated 4-5-22 (12956 : Minute Order Tracking)

Meeting:	Res. Number:	From:	Directed To:	Completion or Return Date:	Action Requested/Volunteered:
1/25/2022	2022-061	Board consensus	Dallin Kimble/County Administrative Officer	N/A	Adopt a Resolution Approving Fee Adjustments for Planning, Building, Environmental Health, Surveyor, Engineering, and Airport Operations Effective April 1, 2022 Action was taken to adopt option 1 - the 25% phased increase that was previously approved, along with the 5% CPI, with the resolution amended in the 7th Whereas Paragraph to indicate that the last review and update of Public Works Airport user fees occurred in 2020, rather than 2019, via Resolution 20-082, rather than Resolution 2019-731, and with the chart of fees attached as an exhibit after it has been amended to show only the information relevant to this action. **Staff is to return with another item to address the increases for years 3 and 4, as well as CPI; and that the new item also include a mechanism to address CPI in years beyond the phasing so that it can occur without Board action.**

Attachment: Minute Order Tracking List - Updated 4-5-22 (12956 : Minute Order Tracking)

MINUTE ORDER TRACKING

(Direction requiring a later action.)

Last Updated: 4/5/2022 (through May 10th, Meeting)

Meeting:	Res. Number:	From:	Directed To:	Completion or Return Date:	Action Requested/Volunteered:
2/27/2018	18-097	Board consensus	Dallin Kimble/CAO	Regularly	*ITEM: Receive and Review the Midyear Financial Status Report and Approve Budget Adjustments (Initiating Department: Admin)* **DIRECTION: The CAO is to regularly bring briefing sheets to the Board showing how the money from the MID Settlement is spent.**
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2/26/2019	N/A	Board consensus	Dallin Kimble/County Administrative Officer	None.	*ITEM: Discussion and Direction on Real Estate Status and Opportunities (Initiating Department: Admin)* **DIRECTION: The CAO is to move forward with the staff needs evaluation, and prepare an inventory of County owned properties for use in future considerations.**
6/9/2020	N/A	Board consensus	Dallin Kimble/CAO	None.	*ITEM: Discussion and Direction on Pension and OPEB (Initiating Department: Admin)* **DIRECTION: The CAO is to continue assessing solutions and return at some point with a proposal of what funds to invest.**
3/16/2021	N/A	Board consensus	Dallin Kimble/CAO	None.	*Discussion and Direction Regarding Sale of Surplus Property (MPA APN 001-030-001 & TC APN 071-120-011)* **DIRECTION: The CAO is directed to pursue selling the property, including pursuing removing the deed restriction, but first ascertaining the value of the two parcels together and separate as well as with the deed restriction in place and without.**

Attachment: Minute Order Tracking List for 5-10-22 meeting (12956 : Minute Order Tracking)

Meeting:	Res. Number:	From:	Directed To:	Completion or Return Date:	Action Requested/Volunteered:
5/18/2021	N/A	Board consensus	Dallin Kimble/CAO	None.	*ITEM: Discussion and Direction on Real Estate Status and Opportunities* **DIRECTION: The Board concurred that the CAO is to prioritize investigating options and solutions, including applicable studies, for the public safety departments, particularly the Sheriff's Administration Building and possible pursuit of the Spring Hill site for use by County Fire; and that the CAO move to start getting surplus County-owned property back in private hands.**
7/13/2021	21-415	Board consensus	Dallin Kimble/CAO	None.	*ITEM: PUBLIC HEARING: Adopt a Resolution Approving an Application for Community Development Block Grant (CDBG) Funding; and Authorize the Board of Supervisors Chair to Sign the Grant Agreement and Any Amendments Thereto from the 2021 Notice of Funding Availability (NOFA) to Fund a Resort Hotel & Conference Center Feasibility Study (Subject to Approval as to Legal Form by County Counsel)* **ACTION: Approved contingent upon the draft RFP coming back to the Board for approval.**
8/10/2021	N/A	Board consensus	Shannon Hansen/Interim Public Works Director; Dallin Kimble/CAO	None.	*ITEM: Receive a Presentation from the Water Agency Advisory Board Regarding Next Steps in Implementation of the M.I.D. Settlement* **DIRECTION: The CAO is to facilitate the preparation of an RFP for a Water Project Feasibility Study that will use the $250,000 previously allocated for such a study, and which will come back to the Board for approval prior to being issued; any use of M.I.D. settlement funds is to be limited until the Board receives the completed feasibility study and decides if it will pursue a water project; and the WAAB authorities and purpose are to be updated to allow its members to work on the issue.**
12/7/2021	N/A	Board consensus	Sarah Williams/Planning Director, Deborah Willis/Interim Building Director	5/10/2022	*Follow-Up Discussion and Direction Regarding Code Compliance Processes and Determination of Required Resources* **DIRECTION: Staff is to bring back an item and resolution that describes recommendations for an amnesty program, which will be routed through the Code Compliance Advisory Committee prior to any Board action. Planning will return to the Board with another report in 4 to 6 months. 4/5/22 DIRECTION: Staff is to relay to the CCAC the request of the Board to develop an interim measure (amnesty program) for use now while they work towards a solution that could be rescinded at a later date if necessary.**

Attachment: Minute Order Tracking List for 5-10-22 meeting (12956 : Minute Order Tracking)

Meeting:	Res. Number:	From:	Directed To:	Completion or Return Date:	Action Requested/Volunteered:

Attachment: Minute Order Tracking List for 5-10-22 meeting (12956 : Minute Order Tracking)

MARIPOSA COUNTY

Board of Supervisors · 209-966-3222

MEETING: May 10, 2022

TO: The Board of Supervisors

FROM: Rosemarie Smallcombe, District I Supervisor

RE: Performance Evaluation - Planning Director

[ ] **CONFERENCE WITH LEGAL COUNSEL**:

[ ] **Existing Litigation:**
[ ] Disclosure will jeopardize existing settlement negotiations.

[ ] **Anticipated Litigation**
[ ] Significant exposure to litigation pursuant to subdivision (b) of Government Code section 54956.9.
Number of cases to be discussed:

[ ] Initiating of litigation pursuant to subdivision (c) of Government Code section 54956.9.
Number of cases to be discussed:

[ ] **CONFERENCE WITH COUNTY LABOR NEGOTIATOR**
Name of Employee Organization:_____
Name of County Designated Representative:_____
Title(s) of unrepresented individuals with whom negotiations are being conducted:_____

[ ] **PUBLIC EMPLOYEE EMPLOYMENT TITLE OR POSITION TO BE FILLED:**
(Government Code Section 54957 (b) (1))
_____

[X] **PUBLIC EMPLOYEE PERFORMANCE EVALUATION**
Position of employee under review: Planning Director (Government Code Section 54954.5)

[ ] **PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE** (Government Code Section 54954.5)

[ ] **CONFERENCE WITH REAL PROPERTY NEGOTIATOR**
Description of real property:_____
Agency negotiator: _____
Closed session will concern: ( ) price; ( ) terms of lease/purchase.

[ ] **THREAT TO PUBLIC SERVICE FACILITIES**
Name of law enforcement agency involved:_____
Title of officer of law enforcement agency:_____

[ ] **LICENSE/PERMIT DETERMINATION**
License or Permit applied for:_____
Number of license or permit applicants:_____
Name of applicant(s):_____

Agenda Item - No Resolution Requested

RESULT: **CLOSED SESSION HELD**

MARIPOSA COUNTY

Administration · 966-3222

MEETING: May 10, 2022

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Requested Fiscal Year 2022-23 (FY23) Budget Study Session

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RECOMMENDATION AND JUSTIFICATION:

Receive Fiscal Year 2022-23 Budget Requests from Administration, Ag Comm, UCCE, Assessor, Auditor, Building, Child Support Services, Clerk of the Board, County Counsel, District Attorney, Library, and Treasurer.

California Government Code (CGC) §29088 requires the Board of Supervisors to adopt a balanced budget no later than June 30 of each year. Prior to this time, department directors are invited to share their requests for the coming fiscal year and the County Administrative Officer (CAO) is required, per CGC §29062, to submit a balanced recommended budget for Board consideration.

The Mariposa County Budget Control and Financial Management Policy directs departments to present their requests in April; the CAO to prepare the recommended budget in May; the recommended budget to be noticed and publicly available at least ten (10) days prior to Board consideration; and compliance with state regulations in adopting a balanced budget prior to June 30. This approach is more transparent and meaningful than prior budget processes and encourages more public and Board input earlier and more often.

This is the first of two budget study sessions to hear department budget requests.

As noted above, the CAO will use received input and ongoing discussions with department heads to develop a balanced recommended budget. A public hearing will be held in June to continue the discussion and reach a consensus on the budget before it is considered for adoption.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The Board considers budget requests and recommendations on an annual basis.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

No action is requested.

Agenda Item - No Resolution Requested

ATTACHMENTS:
FY23 Requested Budget Study 5.10.22 (PDF)

RESULT: MEETING COMPLETED

DALLIN KIMBLE
County Administrative Officer

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

To: Board of Supervisors

From: Dallin Kimble, County Administrative Officer
Leigh Westerlund, Assistant County Administrative Officer

Date: May 5, 2022

Subject: Requested Budgets

Enclosed please find the requested budgets for the May 10, 2022 budget study session. Revenues in the requested budget are based on forecasts completed in April 2022. Allocation requests are included as they have been requested by County departments and partner agencies with no initial efforts to balance the General Fund or most accounts.

As this is only the second budget developed with the new ERP software, a few refreshers may also be helpful in navigating the attached spreadsheets:

- All budgets are organized by the department or division first. All budget accounts managed by a given department are included in the departmental report and can be seen by scrolling down the spreadsheet page. Funds are separated using a darker gray color.
- A few accounts have supporting detail or a list of specific revenue or expense items that comprise the amount included in that budget account. When that is the case, the list appears in *italics* just under the account being referenced.
- Not all historical comparisons will be parallel. In revising the Chart of Accounts (COA), we consolidated some funds, primarily because the new ERP software allows for tracking and analysis that the previous ERP system did not. This forced financial managers to create special revenue funds in the past that are no longer necessary.
- A single narrative is provided for each department that includes the operational requests and a summary of any special funds managed by the department.

The format for the meeting on May 10 will be a study session style with the board and presenting department heads seated at tables in the board chambers. This format allows for more conversation, collaboration, and questions about the requested budgets. We hope departments will learn from each other and possibly find opportunities to work more closely together as we discuss our budget priorities. We also greatly appreciate any feedback, input or direction that will help us recommend a balanced budget for the Board's consideration in June.

As always, please feel free to reach out at any time with any questions you may have.

Attachment: FY23 Requested Budget Study 5.10.22 (12781 : Requested Fiscal Year 2022-23 (FY23) Budget

Organization: General Purpose All Departments / Administration **Budget Unit #: 100**

Program Description:
General Purpose Revenues: General Purpose Revenues are local, state and federal funds that are used to finance local programs and the local share of the cost of state and federal programs. The larger specific sources are transient occupancy taxes, sales tax proceeds, property taxes, property tax in-lieu of vehicle license fee (VLF) funds, and federal in-lieu funds.

While these revenues are considered discretionary, their actual use is limited because the State and Federal governments have included match and maintenance-of-effort requirements in their programs. The Board of Supervisors must dedicate general purpose revenues to meet these requirements before they can spend for truly discretionary local programs.

Tobacco settlement funds received as a result of a national lawsuit against major tobacco companies may be used at the Board of Supervisors discretion and are included here. In the past, this money has been used to fund the Arts Park, construction of fire stations, heavy equipment for public works, etc. The County continues to spend this money on one-time purchases that support the delivery of County services and benefit the community.

Merced Irrigation District settlement funds were received in Fiscal Year 2019 and set aside to support large investments in legacy projects. The majority of the funds were appropriated in Fiscal Year 2021 and have been spent. Remaining funds to be set aside will be put into an MID reserve account until additional needs have been identified.

Measure M Transient Occupancy Tax 2% funding was originally set aside in a separate fund, however, those revenues can be tracked in the new Enterprise Resource Planning system to ensure they are spent on their intended purpose - public safety, fire preparedness and response, and roads and infrastructure. For this reason, they will be recognized as general purpose revenue in the General Fund going forward.

Contingency - General: The County Budget Act allows the Board of Supervisors to set aside an amount not to exceed 15% of the total appropriations of a fund as a contingency. General best practice involves setting aside a minimum of 1%. Appropriations for contingencies provide for expenditures that cannot be anticipated at the time the annual budget is adopted. Use of these appropriations requires a four-fifths vote of the Board of Supervisors.

Community Contributions: The Board of Supervisors determines which non-profit agencies and organizations providing services in support of tourism, the arts, education, and culture in Mariposa County will receive contributions each year. Contributions are made based on the availability of local discretionary funding. The County Administrative Officer has oversight of the contracts and agreements associated with these activities.

Other Department Funds

7705/7706/7707 General Insurance
The insurance program reflects the costs of premiums paid for insurance coverage, on-going claims against the County's self-insurance program, and the cost of administering the insurance program. The insurance program is separated into three funds – General Insurance, Workers' Compensation, and Liability. County Counsel serves as the Risk Manager and County Administration prepares the budget and is responsible for financial oversight.

Attachment: FY23 Requested Budget Study 5.10.22 (12781 : Requested Fiscal Year 2022-23 (FY23) Budget

Organization: General Purpose All Departments / Administration **Budget Unit #: 100**

Requested Changes:
Transient Occupancy Tax revenue is budgeted at 90% of anticipated 2021-2022 receipts. Yosemite National Park plans to retain some version of the reservation system through the summer of 2022 and the ongoing drought suggests that this could be another significant fire season. For so many reasons, it is important to be cautious in budgeting for revenue from the tourism industry.

Sales tax revenue is budgeted at 5% higher than 2021-2022 due to inflation and trends we are seeing in sales tax receipts to date.

According to the State Board of Equalization, property tax revenue in California increased 6% in 2021, and the budget reflects that increase.

Transfers out include: the ERP system financing payments ($222,444 - 5-year loan), the Energy Project financing payments ($187,035 - 5-year loan), the Maintenance of Effort payment for the Roads fund ($426,456), the Building fund contribution for community education and County services ($142,251), the Plant Operations fund ($181,000), the Don Pedro Sewer fund ($95,000), the Solid Waste fund ($530,000).

There is a $2,000,000 reserve designation included. At balancing adjustments, we will determine if that can be increased. The reserve is currently $5,663,917. The Mariposa County Reserve Policy dictates that the general fund reserve be a minimum of 22.7% of the general fund budget, which would be $19,839,800 for the 2021-2022 fiscal year. With over $14 million to go towards our minimum goal, we need to continue to be disciplined in designating one-time funds like beginning fund balances to our reserves.

Insurance costs have more than doubled in the last three years alone, despite declining claims frequency and severity. This is partially due to increases in County operational costs and a couple of years with higher than normal claims expenses. Neither of those factors should result in a doubling of costs in such a short period of time. We believe that we owe it to Mariposa County taxpayers to re-bid the Mariposa County insurance carrier contract for FY24. It may be time to reconsider involvement in the Prism Joint Powers Authority pool as well.

Recommended Changes:

Final Budget Changes:

Attachment: FY23 Requested Budget Study 5.10.22 (12781 : Requested Fiscal Year 2022-23 (FY23) Budget

Mariposa County

Lineitem Worksheet - 100 - General Purpose All Departments
Revenues and Expenses:

			Budget			Actual		
			Requested	Recommended	Current	Year to Date		
			2022-2023	2022-2023	2021-2022	2021-2022	2020-2021	2019-2020
Fund	**Account**	**Program**						
1001 General Fund	41101 Sales Tax	No Program	2,100,000	-	2,000,000	175,963	1,679,195	2,026,39
1001 General Fund	41102 Transient Occupancy Tax	MEM Measure M Program	3,000,000	-	2,802,463	1,711,398	-	2,458,56
1001 General Fund	41102 Transient Occupancy Tax	No Program	15,000,000	-	14,695,414	11,486,107	18,033,012	12,307,09
1001 General Fund	41103 Property Transfer Tax	No Program	150,000	-	150,000	171,373	253,124	150,82
1001 General Fund	41104 Timber Tax	No Program	6,000	-	6,000	-	1,916	4,93
1001 General Fund	41111 Current Secured	No Program	6,681,944	-	6,303,721	3,982,618	6,172,422	5,955,59
1001 General Fund	41112 Current Unsecured	No Program	424,000	-	400,000	359,382	385,103	394,11
1001 General Fund	41113 Delinquent Secured	No Program	106,000	-	100,000	-	127,964	60,11
1001 General Fund	41114 Delinquent Unsecured	No Program	10,600	-	10,000	-	10,301	9,52
1001 General Fund	41115 Supplemental	No Program	130,000	-	130,000	55,009	135,246	108,91
1001 General Fund	41116 Property Tax in Lieu of VLF	No Program	2,329,283	-	2,329,283	-	2,329,284	2,210,79
1001 General Fund	41117 Penalties and Interest	No Program	180,000	-	180,000	13,703	221,241	224,52
1001 General Fund	**R41000 Tax Revenues**	**MEM Measure M Program**	**3,000,000**	**-**	**2,802,463**	**1,711,398**	**-**	**2,458,56**
1001 General Fund	**R41000 Tax Revenues**	**No Program**	**27,117,827**	**-**	**26,304,418**	**16,244,155**	**29,348,808**	**23,452,82**
1001 General Fund	42002 Franchise Tax	No Program	175,000	-	175,000	181,056	181,088	175,20
1001 General Fund	**R42000 License and Permit Revenues**	**No Program**	**175,000**	**-**	**175,000**	**181,056**	**181,088**	**175,20**
1001 General Fund	43001 PC1463.001 Criminal Fines	No Program	10,000	-	10,000	3,162	8,575	9,13
1001 General Fund	43018 PC1464 Penalty (30%)	No Program	30,000	-	30,000	9,632	19,973	29,89
1001 General Fund	43019 PC 1463.001/Courts	No Program	25	-	25	0	120	
1001 General Fund	43020 PC 1463.11 Red Light Violations	No Program	75	-	75	-	187	9
1001 General Fund	43023 PC 1464 County Penalty Assessment	No Program	500	-	500	215	707	68
1001 General Fund	**R43000 Fines Forfeitures and Penalty Revenues**	**No Program**	**40,600**	**-**	**40,600**	**13,009**	**29,562**	**39,81**
1001 General Fund	44104 Interest From Loans	No Program	600	-	600	-	-	57
1001 General Fund	44201 Interest From Investments	No Program	171,500	-	171,500	-	117,958	250,62
1001 General Fund	**R44000 Interest Revenues**	**No Program**	**172,100**	**-**	**172,100**	**-**	**117,958**	**251,19**
1001 General Fund	45015 Vl In Excess-11001.5(B) - State	No Program	10,000	-	10,000	-	11,200	12,15
1001 General Fund	45213 Property Tax Relief Disaster - State	No Program	-	-	-	-	(1,224)	48,46
1001 General Fund	45216 Homeowners' Exemption - State	No Program	70,000	-	70,000	-	67,466	69,13
1001 General Fund	45217 SB90 Reimbursement - State	No Program	-	-	1,000	-	-	7,41
1001 General Fund	45548 Tobacco Settlement - BOS - State	No Program	185,000	-	155,000	184,207	202,619	179,50
1001 General Fund	**R45000 State Revenues**	**No Program**	**265,000**	**-**	**236,000**	**184,207**	**280,061**	**316,68**
1001 General Fund	46073 PILT Payment In-Lieu of Taxes - Federal	No Program	1,344,953	-	1,344,953	-	330	1,311,59
1001 General Fund	46091 Grazing Fees - Federal	No Program	160	-	160	-	306	16
1001 General Fund	**R46000 Federal Revenues**	**No Program**	**1,345,113**	**-**	**1,345,113**	**-**	**636**	**1,311,75**
1001 General Fund	47255 Supplemental Administrative/State Redemption Fee	No Program	10,000	-	10,000	130	32,333	28,52
1001 General Fund	47321 Court Fees - General	No Program	-	-	-	-	1	
1001 General Fund	47322 Court Fees - Dept 2	No Program	50	-	50	18	24	4
1001 General Fund	47324 Traffic School VC42007 Uniform	No Program	85,000	-	85,000	29,149	86,047	105,44

Attachment: FY23 Requested Budget Study 5.10.22 (12781 : Requested Fiscal Year 2022-23 (FY23) Budget

Mariposa County

Lineitem Worksheet - 100 - General Purpose All Departments
Revenues and Expenses:

			Budget			Actual		
			Requested	Recommended	Current	Year to Date		
Fund	Account	Program	2022-2023	2022-2023	2021-2022	2021-2022	2020-2021	2019-2020
1001 General Fund	47325 Trans Fee VC40611 66%	No Program	2,500	-	2,500	579	1,365	2,06
1001 General Fund	47326 $24 Traffic School VC42007.1	No Program	13,000	-	13,000	4,282	11,193	13,75
1001 General Fund	47329 Public Defender PC987.5	No Program	2,000	-	2,000	1	1,335	1,36
1001 General Fund	47331 Adm Screen PC1463.07	No Program	3,000	-	3,000	883	-	2,58
1001 General Fund	**R47000 Fees For Service Revenues**	**No Program**	**115,550**	**-**	**115,550**	**35,041**	**132,298**	**153,79**
1001 General Fund	48101 Rent	No Program	4,104	-	2,604	3,903	4,103	2,60
1001 General Fund	48162 Child Supp Recoupment	No Program	6,000	-	6,000	4,499	9,052	10,60
1001 General Fund	48183 Other Revenue - General	No Program	-	-	-	426	1,350,701	10,09
1001 General Fund	48187 Medicare Part D Subsidy	No Program	500	-	-	261	614	42
1001 General Fund	48189 Miscellaneous Revenue Account	No Program	-	-	200,000	-	165,329	100,63
1001 General Fund	48195 Public Surplus Auction	No Program	-	-	-	-	-	
1001 General Fund	48201 Dental Stabilization	No Program	-	-	-	-	77,059	55,90
1001 General Fund	48202 Unclaimed Property - State	No Program	-	-	-	-	-	1,29
1001 General Fund	48251 Gain On Sale Of Fixed Assets	No Program	-	-	-	-	-	2,90
1001 General Fund	**R48000 Miscellaneous Revenues**	**No Program**	**10,604**	**-**	**208,604**	**9,088**	**1,606,858**	**184,45**
1001 General Fund	49101 Transfer In - General	No Program	-	-	59,892	-	2,684,128	1,777,62
1001 General Fund	49131 Cost Allocation	No Program	2,170,382	-	2,477,857	852,636	1,990,446	1,456,96
1001 General Fund	49161 Departmental Overhead Revenue	No Program	-	-	6,500	-	-	
1001 General Fund	49162 Interdepartmental Services Revenue	No Program	-	-	-	-	4,526	4,83
1001 General Fund	49201 Reserve Utilization	No Program	-	-	662,054	-	-	
1001 General Fund	**R49000 Transfer In Revenues**	**No Program**	**2,170,382**	**-**	**3,206,303**	**852,636**	**4,679,100**	**3,239,42**
1001 General Fund	**49999 Beginning Fund Balance**	**No Program**	**2,000,000**	**-**	**11,767,814**	**-**	**-**	
1001 General Fund	**Revenues Total Revenue**	**MEM Measure M Program**	**3,000,000**	**-**	**2,802,463**	**1,711,398**	**-**	**2,458,56**
1001 General Fund	**Revenues Total Revenue**	**No Program**	**33,412,176**	**-**	**43,571,502**	**17,519,192**	**36,376,369**	**29,125,14**
1001 General Fund	52101 Retirement - Employer	No Program	-	-	3,662,054	3,000,000	-	
1001 General Fund	**E50000 Salary and Benefit Expenses**	**No Program**	**-**	**-**	**3,662,054**	**3,000,000**	**-**	
1001 General Fund	60201 Miscellaneous Expense	No Program	-	-	-	-	-	20,00
1001 General Fund	60301 General Professional Services	No Program	-	-	168,400	-	22,675	52,54
1001 General Fund	60306 Appraisal and Land Acquisition Services	No Program	-	-	20,000	13,000	338,309	34,34
1001 General Fund	60307 Facilities Maintenance Services	No Program	-	-	5,567	-	-	
1001 General Fund	60318 Legal Services	No Program	-	-	-	2,650	-	
1001 General Fund	60361 General Taxes and Assessments	No Program	180,000	-	195,935	79,862	149,152	171,59
1001 General Fund	60431 Software	No Program	-	-	0	-	-	
1001 General Fund	60507 Client - Community Partners Contributions	No Program	419,120	-	145,673	171,556	547,258	1,096,41
1001	*60507*	*Mariposa Arts Council*	*47,570*	-	-	-	-	
1001	*60507*	*Yosemite Renaissance*	*10,000*	-	-	-	-	
1001	*60507*	*Yosemite Mariposa County Tourism Bureau*	*240,000*	-	-	-	-	
1001	*60507*	*Yosemite Gateway Partners*	*1,000*	-	-	-	-	-

Attachment: FY23 Requested Budget Study 5.10.22 (12781 : Requested Fiscal Year 2022-23 (FY23) Budget

Mariposa County

Lineitem Worksheet - 100 - General Purpose All Departments
Revenues and Expenses:

			Budget			Actual		
			Requested	Recommended	Current	Year to Date		
Fund	Account	Program	2022-2023	2022-2023	2021-2022	2021-2022	2020-2021	2019-2020
1001	*60507*	*Fair Parade*	*550*	-	-	-	-	
1001	*60507*	*Fire Safe Council*	*70,000*	-	-	-	-	
1001	*60507*	*Mariposa County Resource Conservation District*	*50,000*	-	-	-	-	
1001 General Fund	60508 Client - Community Education and Engagement	No Program	296,537	-	290,662	172,962	-	
1001	*60508*	*Visitors Center*	*211,992*	-	-	-	-	
1001	*60508*	*North County History Center*	*12,000*	-	-	-	-	
1001	*60508*	*Mineral Exhibit*	*52,455*	-	-	-	-	
1001	*60508*	*Coulterville Visitors Center*	*20,090*	-	-	-	-	
1001 General Fund	**E60000 Operating Expenses**	**No Program**	**895,657**	**-**	**826,237**	**440,029**	**1,057,394**	**1,374,89**
1001 General Fund	70011 Land	No Program	-	-	756,740	6,578	735,220	
1001 General Fund	70111 Community and Office Buildings	MEM Measure M Program	240,000	-	-	-	-	
1001 General Fund	70901 Fixed Asset Clearing	No Program	-	-	-	2,750	-	
1001 General Fund	**E70000 Fixed Asset Expenses**	**MEM Measure M Program**	**240,000**	**-**	**-**	**-**	**-**	
1001 General Fund	**E70000 Fixed Asset Expenses**	**No Program**	**-**	**-**	**756,740**	**9,328**	**735,220**	
1001 General Fund	80111 Transfer Out - General	MEM Measure M Program	-	-	319,842	-	-	
1001 General Fund	80111 Transfer Out - General	No Program	1,856,186	-	1,875,696	-	2,902,300	4,558,26
1001 General Fund	80231 General Insurance	No Program	0	-	-	-	-	
1001 General Fund	**E80000 Transfers and Appropriations for Contingencies Expenses**	**MEM Measure M Program**	**-**	**-**	**319,842**	**-**	**-**	
1001 General Fund	**E80000 Transfers and Appropriations for Contingencies Expenses**	**No Program**	**1,856,186**	**-**	**1,875,696**	**-**	**2,902,300**	**4,558,26**
1001 General Fund	91001 Reserve Designation	No Program	2,000,000	-	4,800,000	-	-	
1001 General Fund	92001 Contingency Designation	No Program	874,000	-	452,500	-	-	
1001 General Fund	**E90000 Appropriations for Reserves and Contingencies Expenses**	**No Program**	**2,874,000**	**-**	**5,252,500**	**-**	**-**	
1001 General Fund	**Expenses Total Expense**	**MEM Measure M Program**	**240,000**	**-**	**319,842**	**-**	**-**	
1001 General Fund	**Expenses Total Expense**	**No Program**	**5,625,843**	**-**	**12,373,227**	**3,449,358**	**4,694,914**	**5,933,16**
1001 General Fund	**MPC_Budget Net Balance**	**MEM Measure M Program**	**2,760,000**	**-**	**2,482,621**	**1,711,398**	**-**	**2,458,56**
1001 General Fund	**MPC_Budget Net Balance**	**No Program**	**27,786,333**	**-**	**31,198,275**	**14,069,834**	**31,681,455**	**23,191,98**
7705 General Insurance	44201 Interest From Investments	No Program	-	-	-	-	(6,273)	(4,43
7705 General Insurance	**R44000 Interest Revenues**	**No Program**	**-**	**-**	**-**	**-**	**(6,273)**	**(4,43**
7705 General Insurance	46031 Public Assistance Programs - Federal	No Program	-	-	-	-	47,375	
7705 General Insurance	**R46000 Federal Revenues**	**No Program**	**-**	**-**	**-**	**-**	**47,375**	
7705 General Insurance	48261 Insurance Cost Allocation	No Program	294,712	-	234,792	58,698	128,268	95,32
7705 General Insurance	48262 Group Health for Retirees Medical Reimbursement □ County	No Program	2,120,964	-	2,059,926	-	1,912,610	1,740,03
7705 General Insurance	48263 Unemployment Reimbursement	No Program	-	-	-	28,224	346,228	96,54
7705 General Insurance	**R48000 Miscellaneous Revenues**	**No Program**	**2,415,676**	**-**	**2,294,718**	**86,922**	**2,387,106**	**1,931,90**
7705 General Insurance	**Revenues Total Revenue**	**No Program**	**2,415,676**	**-**	**2,294,718**	**86,922**	**2,428,208**	**1,927,47**
7705 General Insurance	52209 Group Health for Retirees Expense	No Program	2,120,964	-	2,059,926	1,640,815	1,912,610	1,740,03
7705 General Insurance	**E50000 Salary and Benefit Expenses**	**No Program**	**2,120,964**	**-**	**2,059,926**	**1,640,815**	**1,912,610**	**1,740,03**
7705 General Insurance	60191 Memberships	No Program	17,168	-	17,168	16,712	14,905	16,71

Attachment: FY23 Requested Budget Study 5.10.22 (12781 : Requested Fiscal Year 2022-23 (FY23) Budget

Mariposa County

Lineitem Worksheet - 100 - General Purpose All Departments
Revenues and Expenses:

			Budget			Actual		
			Requested	Recommended	Current	Year to Date		
			2022-2023	2022-2023	2021-2022	2021-2022	2020-2021	2019-2020
Fund	**Account**	**Program**						
7705 General Insurance	60251 General Liability and Property	No Program	120,000	-	99,191	111,186	603,762	55,72
7705 General Insurance	60261 Unemployment Insurance	No Program	-	-	-	52,073	393,846	96,78
7705 General Insurance	60271 Special Departmental Insurance	No Program	133,044	-	106,033	56,924	8,649	9,05
7705 General Insurance	60281 Pollution Insurance	No Program	14,500	-	2,400	20,722	1,858	1,85
7705 General Insurance	60318 Legal Services	No Program	-	-	-	1,256	-	
7705 General Insurance	60319 Employee Relations Legal Professional Services	No Program	10,000	-	10,000	3,129	11,115	5,04
7705 General Insurance	**E60000 Operating Expenses**	**No Program**	**294,712**	**-**	**234,792**	**262,002**	**1,034,135**	**185,18**
7705 General Insurance	**Expenses Total Expense**	**No Program**	**2,415,676**	**-**	**2,294,718**	**1,902,817**	**2,946,745**	**1,925,22**
7705 General Insurance	**MPC_Budget Net Balance**	**No Program**	**0**	**-**	**0**	**1,815,895**	**518,537**	**2,25**
7706 Workers Comp Fund	44201 Interest From Investments	No Program	-	-	100,000	-	79,798	110,22
7706 Workers Comp Fund	**R44000 Interest Revenues**	**No Program**	**-**	**-**	**100,000**	**-**	**79,798**	**110,22**
7706 Workers Comp Fund	48167 CSAC Reimbursement	No Program	-	-	-	6,799	71,963	22,71
7706 Workers Comp Fund	48189 Miscellaneous Revenue Account	No Program	-	-	-	-	-	57
7706 Workers Comp Fund	48261 Insurance Cost Allocation	No Program	1,293,597	-	1,202,429	300,607	998,036	1,660,96
7706 Workers Comp Fund	**R48000 Miscellaneous Revenues**	**No Program**	**1,293,597**	**-**	**1,202,429**	**307,406**	**1,069,999**	**1,684,24**
7706 Workers Comp Fund	**Revenues Total Revenue**	**No Program**	**1,293,597**	**-**	**1,302,429**	**307,406**	**1,149,797**	**1,794,47**
7706 Workers Comp Fund	60111 Training and Seminars	No Program	-	-	-	-	1,750	
7706 Workers Comp Fund	60181 Medical and Laboratory Expenses	No Program	-	-	49,829	96,534	72,633	141,69
7706 Workers Comp Fund	60241 Workers Compensation	No Program	899,997	-	900,000	128,649	240,010	330,13
7706 Workers Comp Fund	60242 Workers Compensation Fund Assessment	No Program	28,000	-	28,000	17,608	21,347	28,69
7706 Workers Comp Fund	60243 Workers Compensation Administration	No Program	79,600	-	79,600	59,697	77,649	76,12
7706 Workers Comp Fund	60244 Excess Workers Compensation	No Program	286,000	-	195,000	214,177	144,398	167,43
7706 Workers Comp Fund	60245 Worker's Compensation Bill Review and Medical Management	No Program	-	-	50,000	17,500	18,500	216,00
7706 Workers Comp Fund	60701 Prior Period Adjustments	No Program	-	-	-	-	-	
7706 Workers Comp Fund	**E60000 Operating Expenses**	**No Program**	**1,293,597**	**-**	**1,302,429**	**534,165**	**576,287**	**960,09**
7706 Workers Comp Fund	**Expenses Total Expense**	**No Program**	**1,293,597**	**-**	**1,302,429**	**534,165**	**576,287**	**960,09**
7706 Workers Comp Fund	**MPC_Budget Net Balance**	**No Program**	**0**	**-**	**0**	**226,758**	**573,510**	**834,38**
7707 General Liability Fund	44201 Interest From Investments	No Program	-	-	-	-	(3,927)	(2,67
7707 General Liability Fund	**R44000 Interest Revenues**	**No Program**	**-**	**-**	**-**	**-**	**(3,927)**	**(2,67**
7707 General Liability Fund	48166 Restitution - TOT	No Program	-	-	-	3,500	5,500	6,00
7707 General Liability Fund	48167 CSAC Reimbursement	No Program	-	-	-	-	-	
7707 General Liability Fund	48189 Miscellaneous Revenue Account	No Program	-	-	-	13,541	13,541	
7707 General Liability Fund	48261 Insurance Cost Allocation	No Program	1,329,998	-	1,123,046	280,762	1,448,800	629,70
7707 General Liability Fund	**R48000 Miscellaneous Revenues**	**No Program**	**1,329,998**	**-**	**1,123,046**	**297,803**	**1,467,841**	**635,70**
7707 General Liability Fund	49101 Transfer In - General	No Program	-	-	-	-	-	
7707 General Liability Fund	**R49000 Transfer In Revenues**	**No Program**	**-**	**-**	**-**	**-**	**-**	
7707 General Liability Fund	**Revenues Total Revenue**	**No Program**	**1,329,998**	**-**	**1,123,046**	**297,803**	**1,463,914**	**633,02**
7707 General Liability Fund	60103 Safety Equipment	No Program	11,998	-	-	40,340	-	

Attachment: FY23 Requested Budget Study 5.10.22 (12781 : Requested Fiscal Year 2022-23 (FY23) Budget

Mariposa County

Lineitem Worksheet - 100 - General Purpose All Departments
Revenues and Expenses:

			Budget			Actual		
			Requested	Recommended	Current	Year to Date		
			2022-2023	2022-2023	2021-2022	2021-2022	2020-2021	2019-2020
Fund	**Account**	**Program**						
7707 General Liability Fund	60111 Training and Seminars	No Program	-	-	-	10,136	59,693	
7707 General Liability Fund	60251 General Liability and Property	No Program	-	-	-	2,424	-	
7707 General Liability Fund	60252 Liability Insurance Premium	No Program	808,000	-	619,545	629,827	8,987	427,27
7707 General Liability Fund	60253 Liability Insurance Administration	No Program	10,000	-	3,501	9,421	3,500	3,50
7707 General Liability Fund	60318 Legal Services	No Program	500,000	-	500,000	222,495	300,250	738,09
7707 General Liability Fund	60319 Employee Relations Legal Professional Services	No Program	-	-	-	2,243	-	
7707 General Liability Fund	**E60000 Operating Expenses**	**No Program**	**1,329,998**	**-**	**1,123,046**	**916,885**	**372,430**	**1,168,86**
7707 General Liability Fund	91001 Reserve Designation	No Program	-	-	0	-	-	
7707 General Liability Fund	**E90000 Appropriations for Reserves and Contingencies Expenses**	**No Program**	**-**	**-**	**0**	**-**	**-**	
7707 General Liability Fund	**Expenses Total Expense**	**No Program**	**1,329,998**	**-**	**1,123,046**	**916,885**	**372,430**	**1,168,86**
7707 General Liability Fund	**MPC_Budget Net Balance**	**No Program**	**0**	**-**	**0**	**619,082**	**1,091,484**	**535,84**
Total Funds	**MPC_Net Balance**	**Total Program**	**30,546,333**	**-**	**33,680,896**	**13,119,497**	**32,827,912**	**25,951,33**

Attachment: FY23 Requested Budget Study 5.10.22 (12781 : Requested Fiscal Year 2022-23 (FY23) Budget

Organization: Board of Supervisors **Budget Unit #: 101**

Program Description:

The Board of Supervisors is the governing body for the County of Mariposa and consists of five members, each elected from one of the five supervisorial districts in the County for a term of office of four years. In exercising the powers of County government, the Board acts as both the legislative and the executive authority of the county, as well as having quasi-judicial authorities. Specific legislative responsibilities include adoption of the annual County budget, establishment of appropriation levels for all County agencies and departments, appointment of non-elected department heads, the establishment of salaries for all County officials and employees, and approving and supervising the policies and operations of the County of Mariposa.

The Board also serves as the governing body of the Mariposa Air Pollution Control District, the Mariposa County Local Transportation Commission, the In-Home Supportive Services (IHSS) Board, the governing body of the Mariposa County Public Finance Corporation, as well as a number of special districts, service areas, and zones of benefit including County Service Area 1M (Don Pedro), Mariposa Pines Sewer Zone, Sewer Zone (Don Pedro), Coulterville Sewer and Water Zone, Vehicle Parking District No. 1 of Mariposa County, Wawona County Services Area 2-W, Hornitos Lighting District, Mariposa Lighting District, Coulterville Lighting District, Yosemite West Maintenance District, Mariposa County Water Agency, and Countywide Service Area.

This budget is administered by the Clerk of the Board, whose function and department are also included.

Other Department Funds

3301 Fish & Game Propagation
The Fish and Game fund is a special fund supported by fines imposed by the Superior Court for fish and game violations. The Board of Supervisors, with the advice of the Mariposa County Fish and Game Advisory Board, manages the Fish and Game fund.

Requested Changes:

The majority of this budget is requested at a status quo level. However, due to the phasing out of MinuteTraq, the Board's legislative management software, an additional $30,000 is being requested in the Software line to build out and implement a replacement service.

Recommended Changes:

Final Budget Changes:

Attachment: FY23 Requested Budget Study 5.10.22 (12781 : Requested Fiscal Year 2022-23 (FY23) Budget

Mariposa County

Lineitem Worksheet - 101 - Board Of Supervisors
Revenues and Expenses:

Fund	Account	Program	Budget			Actual		
			Requested 2022-2023	Recommended 2022-2023	Current 2021-2022	Year to Date 2021-2022	2020-2021	2019-2020
1001 General Fund	51111 Regular salaries and wages	No Program	483,012	-	467,821	323,878	458,161	427,10
1001 General Fund	51112 Extra Help	No Program	-	-	-	4,997	-	
1001 General Fund	51202 Longevity Pay	No Program	2,017	-	850	638	852	42
1001 General Fund	51204 Confidential Stipend	No Program	3,628	-	3,432	1,810	3,239	2,60
1001 General Fund	52101 Retirement - Employer	No Program	32,999	-	32,982	21,177	39,716	43,55
1001 General Fund	52102 Unfunded Liability Payment Total	No Program	47,568	-	46,127	46,043	63,419	45,77
1001 General Fund	52103 Retirement - Employee	No Program	-	-	-	-	2,250	4,40
1001 General Fund	52201 Medical - Active Employees	No Program	66,767	-	43,728	32,872	54,064	55,16
1001 General Fund	52202 Dental - Active Employees	No Program	5,713	-	5,758	3,067	-	
1001 General Fund	52203 Vision - Active Employees	No Program	988	-	988	524	-	
1001 General Fund	52205 Life Insurance	No Program	999	-	916	682	891	86
1001 General Fund	52206 Cash Cafeteria Plan	No Program	25,377	-	41,154	26,066	38,672	32,76
1001 General Fund	52208 Medical Insurance Administrative Fee	No Program	245	-	122	69	-	
1001 General Fund	52301 Social Security Total	No Program	31,870	-	31,838	21,606	30,598	27,88
1001 General Fund	52302 Medicare Total	No Program	7,453	-	7,446	5,050	7,154	6,52
1001 General Fund	52303 SDI Total	No Program	5,140	-	1,530	749	-	94
1001 General Fund	52502 Group Health for Retirees	No Program	48,905	-	51,508	-	47,410	51,67
1001 General Fund	52503 Unemployment	No Program	-	-	-	-	-	
1001 General Fund	**E50000 Salary and Benefit Expenses**	**No Program**	**762,681**	**-**	**736,200**	**489,228**	**746,426**	**699,70**
1001 General Fund	60111 Training and Seminars	No Program	16,000	-	14,500	2,250	4,203	15,02
1001 General Fund	60121 Meals	No Program	-	-	-	56	-	
1001 General Fund	60122 Lodging	No Program	-	-	-	1,545	-	
1001 General Fund	60123 Mileage	No Program	3,000	-	500	1,308	467	1,24
1001 General Fund	60124 Transportation - Employee	No Program	-	-	-	81	-	
1001 General Fund	60131 Maintenance - Equipment	No Program	600	-	600	-	-	
1001 General Fund	60191 Memberships	No Program	650	-	650	339	339	65
1001 General Fund	60211 Copy Machine Expense	No Program	4,000	-	4,000	2,966	4,647	4,25
1001 General Fund	60213 Office Supplies	No Program	6,000	-	10,000	1,714	8,901	2,38
1001 General Fund	60301 General Professional Services	No Program	5,000	-	25,000	4,204	9,085	26,19
1001 General Fund	60381 Publications and Legal Notices	No Program	5,000	-	6,000	4,894	566	59
1001 General Fund	60421 Equipment	No Program	1,500	-	1,500	-	-	1,79
1001 General Fund	60431 Software	No Program	51,300	-	46,300	17,573	16,280	15,50
1001 General Fund	60441 Fuel	No Program	200	-	200	-	-	
1001 General Fund	60508 Client - Community Education and Engagement	No Program	0	-	0	-	-	29
1001 General Fund	60553 Client - Travel Transport	No Program	-	-	-	1,182	-	
1001 General Fund	60621 County Vehicle Expense	No Program	-	-	-	-	-	14
1001 General Fund	**E60000 Operating Expenses**	**No Program**	**93,250**	**-**	**109,250**	**38,111**	**44,488**	**68,08**

Attachment: FY23 Requested Budget Study 5.10.22 (12781 : Requested Fiscal Year 2022-23 (FY23) Budget

Mariposa County

Lineitem Worksheet - 101 - Board Of Supervisors
Revenues and Expenses:

			Budget			Actual		
			Requested	Recommended	Current	Year to Date		
Fund	Account	Program	2022-2023	2022-2023	2021-2022	2021-2022	2020-2021	2019-2020
1001 General Fund	80231 General Insurance	No Program	27,999	-	17,427	4,357	15,500	11,05
1001 General Fund	**E80000 Transfers and Appropriations for Contingencies Expenses**	**No Program**	**27,999**	**-**	**17,427**	**4,357**	**15,500**	**11,05**
1001 General Fund	**Expenses Total Expense**	**No Program**	**883,930**	**-**	**862,877**	**531,695**	**806,414**	**778,83**
1001 General Fund	**MPC_Budget Net Balance**	**No Program**	**883,930**	**-**	**862,877**	**531,695**	**806,414**	**778,83**
3301 Fish And Game	43002 Fines Forfeitures and Penalties	No Program	1,000	-	1,000	378	1,220	1,20
3301 Fish And Game	**R43000 Fines Forfeitures and Penalty Revenues**	**No Program**	**1,000**	**-**	**1,000**	**378**	**1,220**	**1,20**
3301 Fish And Game	44201 Interest From Investments	No Program	150	-	150	-	183	27
3301 Fish And Game	**R44000 Interest Revenues**	**No Program**	**150**	**-**	**150**	**-**	**183**	**27**
3301 Fish And Game	**49999 Beginning Fund Balance**	**No Program**	**18,189**	**-**	**17,039**	**-**	**-**	
3301 Fish And Game	**Revenues Total Revenue**	**No Program**	**19,339**	**-**	**18,189**	**378**	**1,403**	**1,47**
3301 Fish And Game	60201 Miscellaneous Expense	No Program	19,339	-	18,189	-	-	
3301 Fish And Game	**E60000 Operating Expenses**	**No Program**	**19,339**	**-**	**18,189**	**-**	**-**	
3301 Fish And Game	**Expenses Total Expense**	**No Program**	**19,339**	**-**	**18,189**	**-**	**-**	
3301 Fish And Game	**MPC_Budget Net Balance**	**No Program**	**0**	**-**	**0**	**378**	**1,403**	**1,47**
Total Funds	**MPC_Net Balance**	**Total Program**	**(883,930)**	**-**	**(862,877)**	**(531,317)**	**(805,011)**	**(777,356**

Attachment: FY23 Requested Budget Study 5.10.22 (12781 : Requested Fiscal Year 2022-23 (FY23) Budget

Organization: General Administration **Budget Unit #: 102**

Program Description:
County Administration is responsible for implementing the policy directives of the Board of Supervisors, including assisting and advising on matters of County budget, finance, strategy, legislation, purchasing, organization and operations. Administration coordinates and collaborates with other county departments in these matters and interacts with State and federal officials, partner agencies at all levels, local businesses and the people of our county. Ultimately Administration works to ensure that decisions are made and actions are taken that are in the best interest of the County as a whole, rather than any one department, community or citizen.

Recent Accomplishments
The following is a high level summary of the accomplishments of the Administration team in the last year.

- Added $4.8 million to general fund reserves and $3.662 million to pre-funding Other Post Employment Benefits.
- Un-froze all remaining frozen positions.
- Negotiated the sale of $1.57 million in CPUC Rule 20A credits prior to the conclusion of that program.
- Drafted a plan for American Rescue Plan Act (ARPA) funds focused on community services and reducing long-term costs
- Continued oversight of the Enterprise Resource Planning (ERP) software implementation and went live with accounts payable, invoice processing, purchase orders, contracts, suppliers, projects and grants, budgetary control, time entry, performance management, employee self-service, benefits management and payroll functions.
- Worked with Public Health to implement and then reverse mandatory COVID-19 testing and other precautionary measures for the safety of our staff and the public.
- Received grants and implemented programs or are in the process of implementing programs related to:
    - USDA Regional Biomass Program
    - Pandemic business assistance
    - Countywide broadband strategic planning
    - Childcare feasibility
    - Conference center feasibility
    - Market study and leakage report
    - Microbusiness relief
    - Water storage for drought and other emergencies
    - Miwuk housing
    - First-time homebuyer assistance
    - Housing rehabilitation forgivable loans
    - Project Homekey housing site on Jones Street
- Facilitated and supported KOA, Brown Bear and other economic developments.
- Navigated initial compliance with the Americans with Disabilities Act (ADA) by designating a coordinator and a grievance procedure.
- Collaborated with County Fire, MPUD and others to accept MPUD Fire into County Fire and transfer the ownership of the MPUD fire station.
- Worked with County Fire, County Auditor and County Treasurer to conclude CSA-3 assessment one year early and pay off associated fire truck lease.
- Updated development service fee rates for the current year and future years.

Attachment: FY23 Requested Budget Study 5.10.22 (12781 : Requested Fiscal Year 2022-23 (FY23) Budget

- Successfully negotiated new memoranda of understanding with the Sheriff's Management Association and Deputy Sheriff Association. The new memoranda includes the same formula for COLAs used by other bargaining units and department heads.
- Began the County's first employee survey.
- Managed a change in vendor for copy machines countywide. The new agreement delivers newer machines and greater functionality at 40% of the previous cost.
- Successfully managed a bid for indigent defense resulting in one new public defender who can speak fluent Spanish.
- Pursued a Proposition 68 grant for a recreation center in the town of Mariposa.
- Recruited a preschool and infant care business from the Bay Area to meet a desperate community need and successfully negotiated a lease of the Darrah Schoolhouse in support of the new business.
- Negotiated real estate transactions related to the following:
    - Yosemite West water / wastewater facility
    - Sale of surplus land in Don Pedro
    - Acquisition of Westmed / McCormick building
    - Rights to 2975 Bear Valley Road
    - Bondshu building
- Organized a two-day strategic planning retreat for the department heads and board of supervisors, and a facilitated discussion on marijuana and its effects.
- Procured a new phone system pending final approvals and implementation.
- Completed Department of Justice technology reporting requirements to return to compliance after several years of noncompliance

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Other Department Funds

2304 Law Library
The Mariposa County Law Library consists of online services available at the County Library and the County Adult Detention Facility on subjects appropriate to legal research for the general public and county inmates. The Law Library operates in a special revenue fund and has a separate Board of Trustees.

3448 Tree Mortality
This budget includes funding for activities related to the tree mortality disaster including equipment, contracted services and reimbursements. The California Disaster Assistance Act (CDAA) is the primary funder and CalFire provided the match for the project. The project is complete, and the fund will be closed once investigative accounting can be done to understand and resolve the remaining fund balance. Government accounting rules require that the fund remain open for two additional years.

3487 Cares Act
This department was established in Fiscal Year 2020 to track expenditures paid for by the CARES Act funding distributed due to the financial challenges resulting from the COVID-19 pandemic. There is no budget for FY23, and staff anticipates closing this fund. Government accounting rules require that the fund remain open for two additional years.

Attachment: FY23 Requested Budget Study 5.10.22 (12781 : Requested Fiscal Year 2022-23 (FY23) Budget

4701 ERP Debt Service
This fund will be used to process debt payments for the ERP loan established in 2020. FY23 is the second of five years of debt service payments for the implementation costs.

4771 Energy Project Debt Service
This fund will be used to process debt payments for the Energy Project conducted in 2021-2022. FY23 will be the first of five years of debt service payments for the capital costs.

5537 Land Acquisitions
This fund was created in FY21 to track activity and expenditures related to land acquisitions. It will be closed in FY23. Government accounting rules require that the fund remain open for two additional years.

5575 Oracle ERP Implementation
This fund was created to track funding and expenditures related to the Oracle Enterprise Resource Planning (ERP) software implementation consulting firm, Graviton Consulting Services. The implementation was completed in FY22, and the fund is closed. Government accounting rules require that the fund remain open for two additional years.

Requested Changes:
Administration is hoping to have two new employees - a Public Information Officer and a Grant Writer - in FY23. Training, travel, and memberships increased in anticipation of new staff.

Recommended Changes:

Final Budget Changes:

Attachment: FY23 Requested Budget Study 5.10.22 (12781 : Requested Fiscal Year 2022-23 (FY23) Budget

Mariposa County

Lineitem Worksheet - 102 - Administration

Revenues and Expenses:

			Budget			Actual		
			Requested	Recommended	Current	Year to Date		
			2022-2023	2022-2023	2021-2022	2021-2022	2020-2021	2019-2020
Fund	**Account**	**Program**						
1001 General Fund	45125 MAT - State	No Program	-	-	-	-	-	1,062
1001 General Fund	**R45000 State Revenues**	**No Program**	**-**	**-**	**-**	**-**	**-**	**1,062**
1001 General Fund	48101 Rent	No Program	-	-	1,543	3,423	27,354	6,794
1001 General Fund	48231 Debt Proceeds	No Program	-	-	-	-	-	0
1001 General Fund	**R48000 Miscellaneous Revenues**	**No Program**	**-**	**-**	**1,543**	**3,423**	**27,354**	**6,794**
1001 General Fund	49101 Transfer In - General	No Program	-	-	-	-	-	0
1001 General Fund	**R49000 Transfer In Revenues**	**No Program**	**-**	**-**	**-**	**-**	**-**	**0**
1001 General Fund	**Revenues Total Revenue**	**No Program**	**-**	**-**	**1,543**	**3,423**	**27,354**	**7,856**
1001 General Fund	51111 Regular salaries and wages	No Program	643,494	-	504,746	350,469	368,862	468,849
1001 General Fund	51115 Overtime	No Program	-	-	-	3,230	-	1,762
1001 General Fund	51202 Longevity Pay	No Program	1,100	-	-	-	-	-
1001 General Fund	51204 Confidential Stipend	No Program	1,949	-	2,063	1,386	1,354	1,854
1001 General Fund	51205 Out of Class Pay	No Program	-	-	-	1,216	-	-
1001 General Fund	52101 Retirement - Employer	No Program	66,012	-	43,706	29,721	41,291	49,349
1001 General Fund	52102 Unfunded Liability Payment Total	No Program	95,159	-	48,470	48,381	62,026	59,674
1001 General Fund	52103 Retirement - Employee	No Program	-	-	-	-	-	48
1001 General Fund	52201 Medical - Active Employees	No Program	75,113	-	45,087	27,943	44,586	43,621
1001 General Fund	52202 Dental - Active Employees	No Program	6,581	-	5,051	3,248	-	-
1001 General Fund	52203 Vision - Active Employees	No Program	1,102	-	829	509	-	-
1001 General Fund	52205 Life Insurance	No Program	572	-	396	307	397	431
1001 General Fund	52206 Cash Cafeteria Plan	No Program	7,975	-	7,975	5,982	7,980	14,816
1001 General Fund	52208 Medical Insurance Administrative Fee	No Program	184	-	94	50	-	-
1001 General Fund	52301 Social Security Total	No Program	36,728	-	27,010	18,305	24,152	28,337
1001 General Fund	52302 Medicare Total	No Program	9,491	-	7,105	5,327	6,380	7,021
1001 General Fund	52303 SDI Total	No Program	6,165	-	1,861	1,111	-	1,614
1001 General Fund	52401 Accrued Benefits	No Program	-	-	-	-	-	1,899
1001 General Fund	52502 Group Health for Retirees	No Program	2,791	-	2,951	-	4,175	5,946
1001 General Fund	**E50000 Salary and Benefit Expenses**	**No Program**	**954,416**	**-**	**697,344**	**497,186**	**561,203**	**685,221**
1001 General Fund	60102 Food	No Program	-	-	-	-	-	4
1001 General Fund	60111 Training and Seminars	No Program	21,000	-	8,000	6,041	35	12,123
1001 General Fund	60121 Meals	No Program	1,000	-	-	376	-	-
1001 General Fund	60122 Lodging	No Program	6,000	-	-	2,334	-	-
1001 General Fund	60123 Mileage	No Program	1,000	-	1,000	190	-	2,191
1001 General Fund	60124 Transportation - Employee	No Program	1,000	-	-	1,606	-	-
1001 General Fund	60132 Maintenance - Buildings and Improvements	No Program	-	-	-	666	1,202	0
1001 General Fund	60191 Memberships	No Program	3,000	-	1,200	1,208	1,512	2,442
1001 General Fund	60201 Miscellaneous Expense	No Program	-	-	-	-	-	1,920
1001 General Fund	60213 Office Supplies	No Program	1,500	-	1,500	-	593	2,108
1001 General Fund	60216 Storage - File, Furniture, and Equipment	No Program	-	-	-	645	-	-

Attachment: FY23 Requested Budget Study 5.10.22 (12781 : Requested Fiscal Year 2022-23 (FY23) Budget

Mariposa County

Lineitem Worksheet - 102 - Administration

Revenues and Expenses:

			Budget			Actual		
			Requested	Recommended	Current	Year to Date		
Fund	Account	Program	2022-2023	2022-2023	2021-2022	2021-2022	2020-2021	2019-2020
1001 General Fund	60301 General Professional Services	No Program	79,000	-	85,000	29,887	37,582	63,334
1001	*60301*	*Townsend Public Affairs*	*33,000*	-	-	-	-	-
1001	*60301*	*Community Survey*	*15,000*	-	-	-	-	-
1001	*60301*	*Meeting Facilitation*	*25,000*	-	-	-	-	-
1001	*60301*	*Land Management Services*	*6,000*	-	-	-	-	-
1001 General Fund	60323 Recruitment Services	No Program	-	-	-	275	-	-
1001 General Fund	60363 Property Tax Remittance	No Program	-	-	-	-	-	274
1001 General Fund	60381 Publications and Legal Notices	No Program	5,000	-	5,000	4,271	14,547	4,205
1001 General Fund	60411 Telephone and Internet	No Program	4,500	-	4,500	2,890	4,568	4,394
1001 General Fund	60421 Equipment	No Program	-	-	0	-	-	6
1001 General Fund	60431 Software	No Program	-	-	5,500	2,712	1,251	6,192
1001 General Fund	60441 Fuel	No Program	-	-	150	-	-	85
1001 General Fund	60621 County Vehicle Expense	No Program	1,000	-	-	-	-	995
1001 General Fund	**E60000 Operating Expenses**	**No Program**	**124,000**	**-**	**111,850**	**53,101**	**61,290**	**100,273**
1001 General Fund	70111 Community and Office Buildings	No Program	-	-	-	-	-	37,771
1001 General Fund	70511 Software Fixed Assets	No Program	-	-	-	-	-	0
1001 General Fund	**E70000 Fixed Asset Expenses**	**No Program**	**-**	**-**	**-**	**-**	**-**	**37,771**
1001 General Fund	80111 Transfer Out - General	No Program	-	-	-	-	981,051	0
1001 General Fund	80231 General Insurance	No Program	17,668	-	10,489	2,622	8,300	5,364
1001 General Fund	**E80000 Transfers and Appropriations for Contingencies Expenses**	**No Program**	**17,668**	**-**	**10,489**	**2,622**	**989,351**	**5,364**
1001 General Fund	**Expenses Total Expense**	**No Program**	**1,096,084**	**-**	**819,683**	**552,909**	**1,611,844**	**828,629**
1001 General Fund	**MPC_Budget Net Balance**	**No Program**	**1,096,084**	**-**	**818,140**	**549,486**	**1,584,490**	**820,773**
2304 Law Library	44201 Interest From Investments	No Program	60	-	60	-	41	77
2304 Law Library	**R44000 Interest Revenues**	**No Program**	**60**	**-**	**60**	**-**	**41**	**77**
2304 Law Library	47321 Court Fees - General	No Program	9,200	-	9,200	7,720	10,573	7,596
2304 Law Library	**R47000 Fees For Service Revenues**	**No Program**	**9,200**	**-**	**9,200**	**7,720**	**10,573**	**7,596**
2304 Law Library	49101 Transfer In - General	No Program	-	-	-	-	-	0
2304 Law Library	**R49000 Transfer In Revenues**	**No Program**	**-**	**-**	**-**	**-**	**-**	**0**
2304 Law Library	**49999 Beginning Fund Balance**	**No Program**	**12,350**	**-**	**2,000**	**-**	**-**	**-**
2304 Law Library	**Revenues Total Revenue**	**No Program**	**21,610**	**-**	**11,260**	**7,720**	**10,614**	**7,673**
2304 Law Library	60153 Special Departmental Supplies	No Program	21,610	-	11,260	900	6,251	9,599
2304 Law Library	**E60000 Operating Expenses**	**No Program**	**21,610**	**-**	**11,260**	**900**	**6,251**	**9,599**
2304 Law Library	**Expenses Total Expense**	**No Program**	**21,610**	**-**	**11,260**	**900**	**6,251**	**9,599**
2304 Law Library	**MPC_Budget Net Balance**	**No Program**	**0**	**-**	**0**	**6,820**	**4,363**	**1,926**
3448 Tree Mortality	45201 CDAA California Disaster Assistance Act - State	No Program	98,182	-	98,182	-	69,875	1,793,248
3448 Tree Mortality	45202 CalFire - State	No Program	-	-	-	-	-	128,605
3448 Tree Mortality	**R45000 State Revenues**	**No Program**	**98,182**	**-**	**98,182**	**-**	**69,875**	**1,921,853**
3448 Tree Mortality	46164 Tree Mortality Forest Grant - Federal	No Program	-	-	-	-	-	443,272
3448 Tree Mortality	**R46000 Federal Revenues**	**No Program**	**-**	**-**	**-**	**-**	**-**	**443,272**

Attachment: FY23 Requested Budget Study 5.10.22 (12781 : Requested Fiscal Year 2022-23 (FY23) Budget

Mariposa County

Lineitem Worksheet - 102 - Administration

Revenues and Expenses:

			Budget			Actual		
			Requested	Recommended	Current	Year to Date		
			2022-2023	2022-2023	2021-2022	2021-2022	2020-2021	2019-2020
Fund	**Account**	**Program**						
3448 Tree Mortality	**49999 Beginning Fund Balance**	**No Program**	**(98,182)**	**-**	**(98,182)**	**-**	**-**	**-**
3448 Tree Mortality	**Revenues Total Revenue**	**No Program**	**0**	**-**	**0**	**-**	**69,875**	**2,365,125**
3448 Tree Mortality	60301 General Professional Services	No Program	-	-	-	-	-	2,055,498
3448 Tree Mortality	**E60000 Operating Expenses**	**No Program**	**-**	**-**	**-**	**-**	**-**	**2,055,498**
3448 Tree Mortality	**Expenses Total Expense**	**No Program**	**-**	**-**	**-**	**-**	**-**	**2,055,498**
3448 Tree Mortality	**MPC_Budget Net Balance**	**No Program**	**0**	**-**	**0**	**-**	**69,875**	**309,627**
3487 SLFRF–State and Local Fiscal Recove	44201 Interest From Investments	No Program	3,000	-	-	-	3,268	0
3487 SLFRF–State and Local Fiscal Rec	**R44000 Interest Revenues**	**No Program**	**3,000**	**-**	**-**	**-**	**3,268**	**0**
3487 SLFRF–State and Local Fiscal Recove	46064 CARES Act - Federal	No Program	1,670,741	-	-	-	1,842,097	0
3487 SLFRF–State and Local Fiscal Rec	**R46000 Federal Revenues**	**No Program**	**1,670,741**	**-**	**-**	**-**	**1,842,097**	**0**
3487 SLFRF–State and Local Fiscal Recove	48183 Other Revenue - General	No Program	-	-	-	1,670,741	-	-
3487 SLFRF–State and Local Fiscal Rec	**R48000 Miscellaneous Revenues**	**No Program**	**-**	**-**	**-**	**1,670,741**	**-**	**-**
3487 SLFRF–State and Local Fiscal Rec	**49999 Beginning Fund Balance**	**No Program**	**1,670,741**	**-**	**-**	**-**	**-**	**-**
3487 SLFRF–State and Local Fiscal Rec	**Revenues Total Revenue**	**No Program**	**3,344,482**	**-**	**-**	**1,670,741**	**1,845,365**	**0**
3487 SLFRF–State and Local Fiscal Recove	60201 Miscellaneous Expense	No Program	3,344,482	-	-	-	381,174	0
3487 SLFRF–State and Local Fiscal Rec	**E60000 Operating Expenses**	**No Program**	**3,344,482**	**-**	**-**	**-**	**381,174**	**0**
3487 SLFRF–State and Local Fiscal Rec	**Expenses Total Expense**	**No Program**	**3,344,482**	**-**	**-**	**-**	**381,174**	**0**
3487 SLFRF–State and Local Fiscal Rec	**MPC_Budget Net Balance**	**No Program**	**0**	**-**	**-**	**1,670,741**	**1,464,191**	**0**
4701 ERP Debt Service	49101 Transfer In - General	No Program	222,444	-	222,411	-	-	-
4701 ERP Debt Service	**R49000 Transfer In Revenues**	**No Program**	**222,444**	**-**	**222,411**	**-**	**-**	**-**
4701 ERP Debt Service	**Revenues Total Revenue**	**No Program**	**222,444**	**-**	**222,411**	**-**	**-**	**-**
4701 ERP Debt Service	60452 Retiring Long Term Debt	No Program	220,000	-	220,000	220,000	-	-
4701 ERP Debt Service	60455 Interest Expense	No Program	2,444	-	2,411	2,444	-	-
4701 ERP Debt Service	**E60000 Operating Expenses**	**No Program**	**222,444**	**-**	**222,411**	**222,444**	**-**	**-**
4701 ERP Debt Service	**Expenses Total Expense**	**No Program**	**222,444**	**-**	**222,411**	**222,444**	**-**	**-**
4701 ERP Debt Service	**MPC_Budget Net Balance**	**No Program**	**0**	**-**	**0**	**222,444**	**-**	**-**
4771 Energy Project Debt	48189 Miscellaneous Revenue Account	No Program	-	-	2,838,826	-	-	-
4771 Energy Project Debt	**R48000 Miscellaneous Revenues**	**No Program**	**-**	**-**	**2,838,826**	**-**	**-**	**-**
4771 Energy Project Debt	49101 Transfer In - General	No Program	187,035	-	-	-	-	-
4771 Energy Project Debt	**R49000 Transfer In Revenues**	**No Program**	**187,035**	**-**	**-**	**-**	**-**	**-**
4771 Energy Project Debt	**Revenues Total Revenue**	**No Program**	**187,035**	**-**	**2,838,826**	**-**	**-**	**-**
4771 Energy Project Debt	60452 Retiring Long Term Debt	No Program	159,667	-	-	-	-	-
4771 Energy Project Debt	60455 Interest Expense	No Program	27,368	-	-	-	-	-
4771 Energy Project Debt	**E60000 Operating Expenses**	**No Program**	**187,035**	**-**	**-**	**-**	**-**	**-**
4771 Energy Project Debt	80111 Transfer Out - General	No Program	-	-	2,838,826	-	-	-
4771 Energy Project Debt	**E80000 Transfers and Appropriations for Contingencies Expenses**	**No Program**	**-**	**-**	**2,838,826**	**-**	**-**	**-**
4771 Energy Project Debt	**Expenses Total Expense**	**No Program**	**187,035**	**-**	**2,838,826**	**-**	**-**	**-**
4771 Energy Project Debt	**MPC_Budget Net Balance**	**No Program**	**0**	**-**	**0**	**-**	**-**	**-**
5537 Land Acquistions	48189 Miscellaneous Revenue Account	No Program	-	-	-	-	1,892	-

Attachment: FY23 Requested Budget Study 5.10.22 (12781 : Requested Fiscal Year 2022-23 (FY23) Budget

Mariposa County

Lineitem Worksheet - 102 - Administration

Revenues and Expenses:

			Budget			Actual		
			Requested	Recommended	Current	Year to Date		
			2022-2023	2022-2023	2021-2022	2021-2022	2020-2021	2019-2020
Fund	**Account**	**Program**						
5537 Land Acquistions	**R48000 Miscellaneous Revenues**	**No Program**	**-**	**-**	**-**	**-**	**1,892**	**-**
5537 Land Acquistions	49101 Transfer In - General	No Program	-	-	-	-	-	114,464
5537 Land Acquistions	**R49000 Transfer In Revenues**	**No Program**	**-**	**-**	**-**	**-**	**-**	**114,464**
5537 Land Acquistions	**49999 Beginning Fund Balance**	**No Program**	**-**	**-**	**1,892**	**-**	**-**	**-**
5537 Land Acquistions	**Revenues Total Revenue**	**No Program**	**-**	**-**	**1,892**	**-**	**1,892**	**114,464**
5537 Land Acquistions	70011 Land	No Program	-	-	0	-	-	-
5537 Land Acquistions	70331 Other Infrastructure	No Program	-	-	-	-	-	114,464
5537 Land Acquistions	**E70000 Fixed Asset Expenses**	**No Program**	**-**	**-**	**0**	**-**	**-**	**114,464**
5537 Land Acquistions	80111 Transfer Out - General	No Program	-	-	1,892	-	-	-
5537 Land Acquistions	**E80000 Transfers and Appropriations for Contingencies Expenses**	**No Program**	**-**	**-**	**1,892**	**-**	**-**	**-**
5537 Land Acquistions	**Expenses Total Expense**	**No Program**	**-**	**-**	**1,892**	**-**	**-**	**114,464**
5537 Land Acquistions	**MPC_Budget Net Balance**	**No Program**	**-**	**-**	**0**	**-**	**1,892**	**0**
5575 ERP Software Implementation	48231 Debt Proceeds	No Program	-	-	-	-	1,100,000	-
5575 ERP Software Implementation	**R48000 Miscellaneous Revenues**	**No Program**	**-**	**-**	**-**	**-**	**1,100,000**	**-**
5575 ERP Software Implementation	49101 Transfer In - General	No Program	-	-	87,502	-	512,400	-
5575 ERP Software Implementation	**R49000 Transfer In Revenues**	**No Program**	**-**	**-**	**87,502**	**-**	**512,400**	**-**
5575 ERP Software Implementation	**49999 Beginning Fund Balance**	**No Program**	**-**	**-**	**438,780**	**-**	**-**	**-**
5575 ERP Software Implementation	**Revenues Total Revenue**	**No Program**	**-**	**-**	**526,282**	**-**	**1,612,400**	**-**
5575 ERP Software Implementation	70511 Software Fixed Assets	No Program	-	-	526,282	526,282	1,173,620	0
5575 ERP Software Implementation	**E70000 Fixed Asset Expenses**	**No Program**	**-**	**-**	**526,282**	**526,282**	**1,173,620**	**0**
5575 ERP Software Implementation	**Expenses Total Expense**	**No Program**	**-**	**-**	**526,282**	**526,282**	**1,173,620**	**0**
5575 ERP Software Implementation	**MPC_Budget Net Balance**	**No Program**	**-**	**-**	**0**	**526,282**	**438,780**	**0**
Total Funds	**MPC_Net Balance**	**Total Program**	**(1,096,084)**	**-**	**(818,140)**	**1,363,440**	**416,966**	**(288,790)**

Attachment: FY23 Requested Budget Study 5.10.22 (12781 : Requested Fiscal Year 2022-23 (FY23) Budget

Organization: Auditor **Budget Unit #: 107**

Program Description:
The Auditor is the Chief Financial Officer of the County. The Auditor's Office is responsible for overseeing all financial activity in the County. Some of the main duties of the Auditor's Office include assisting in the preparation of the County budget, processing receipts and disbursements for all departments, maintaining property tax rolls and apportioning tax collections to various entities, submitting annual reports to the State Controller, and assisting in the preparation of the County's financial statements.

Accomplishments:
- Timely and accurate financial reporting to State and Federal agencies - received Award for Counties Financial Transactions Reporting from the State Controller's Office
- Co-managed the implementation process for a new Enterprise Resource Planning system

Goals and Objectives for Fiscal Year:
- Continued analysis and possible revision of County payroll procedures
- Continued revision of the County's credit card policy
- Continue to work with the Assessor and Tax Collector to finish the upgrade the County's property tax software into Megabyte and receive training in the new system
- Send out requests for proposal for an independent CPA firm to perform an annual audit on the Countywide financials in anticipation of the current contract expiring
- Successfully complete the set up and conversion of Oracle Cloud as the county's new Enterprise Resource Planning system

Other Department Funds

3310 CSA 3 Fire Assessments
County Service Area #3 was established to account for revenue and appropriations associated with the property owner approved Proposition 218 fire protection assessment for the entire county with the exception of the area within the Mariposa Public Utility District. The protection assessment is to provide funding for the lease purchase of fire engines and capital improvements to county fire stations.

3311 CSA 1-Don Pedro Fire Protection
The Lake Don Pedro Fire District accounts for revenue and appropriations associated with the property owner approved protection assessment in the Lake Don Pedro service area. The protection assessment is to continue the funding of a CalFIRE station through an Amador Plan agreement during non-declared fire season for emergency and fire protection services. The CalFIRE station is located in Tuolumne County which shares the cost of this service. Fire protection services were previously budgeted in the Don Pedro Service 1M fund that was established with one-time money from a developer.

4752 Govt. Center - COP

Attachment: FY23 Requested Budget Study 5.10.22 (12781 : Requested Fiscal Year 2022-23 (FY23) Budget

Organization: Auditor **Budget Unit #: 107**

This debt service fund accounts for the payment of principal and interest for the Government Center and the Shop Building for Fleet Maintenance. It is funded by a contribution from the General Fund (Interfund Transfers) and by a contribution from Fleet Maintenance for their share of the debt. This loan is amortized out through June 30, 2018. Government accounting standards require that we report on the fund for an additional two years after it is closed.

4750 Health Building

4770 SP Assessment Debt CSA

This debt service fund accounts for the payment of principal and interest for the new fire equipment approved with the passage of County Service Area (CSA) #3. It is funded by accumulated assessments transferred in from the CSA #3 fund (#310).

Requested Changes:

Recommended Changes:

Final Budget Changes:

Attachment: FY23 Requested Budget Study 5.10.22 (12781 : Requested Fiscal Year 2022-23 (FY23) Budget

Mariposa County

Lineitem Worksheet - 107 - Auditor
Revenues and Expenses:

			Budget			Actual		
			Requested	Recommended	Current	Year to Date		
			2022-2023	2022-2023	2021-2022	2021-2022	2020-2021	2019-2020
Fund	**Account**	**Program**						
1001 General Fund	47251 Auditor's Fees	No Program	34,000	-	34,000	28,094	34,753	34,1
1001 General Fund	47253 Returned Check Fees	No Program	-	-	-	-	-	
1001 General Fund	**R47000 Fees For Service Revenues**	**No Program**	**34,000**	**-**	**34,000**	**28,094**	**34,753**	**34,1**
1001 General Fund	48189 Miscellaneous Revenue Account	No Program	-	-	-	-	-	
1001 General Fund	**R48000 Miscellaneous Revenues**	**No Program**	**-**	**-**	**-**	**-**	**-**	
1001 General Fund	49162 Interdepartmental Services Revenue	No Program	10,000	-	10,000	10,771	9,788	9,7
1001 General Fund	**R49000 Transfer In Revenues**	**No Program**	**10,000**	**-**	**10,000**	**10,771**	**9,788**	**9,7**
1001 General Fund	**Revenues Total Revenue**	**No Program**	**44,000**	**-**	**44,000**	**38,865**	**44,541**	**43,9**
1001 General Fund	51111 Regular salaries and wages	No Program	683,020	-	700,626	492,111	611,939	592,8
1001 General Fund	51112 Extra Help	No Program	25,000	-	10,000	6,813	28,233	10,5
1001 General Fund	51115 Overtime	No Program	20,000	-	5,000	15,334	3,711	1,9
1001 General Fund	51201 FLSA Adjustment	No Program	-	-	-	128	2	
1001 General Fund	51202 Longevity Pay	No Program	7,025	-	2,352	1,725	2,304	6
1001 General Fund	51204 Confidential Stipend	No Program	9,892	-	9,584	8,137	9,129	8,5
1001 General Fund	51205 Out of Class Pay	No Program	-	-	-	264	-	
1001 General Fund	52101 Retirement - Employer	No Program	71,464	-	72,752	52,191	69,127	70,8
1001 General Fund	52102 Unfunded Liability Payment Total	No Program	103,017	-	101,748	101,561	77,935	69,5
1001 General Fund	52103 Retirement - Employee	No Program	-	-	-	-	-	2
1001 General Fund	52201 Medical - Active Employees	No Program	76,336	-	75,560	58,731	79,015	72,5
1001 General Fund	52202 Dental - Active Employees	No Program	6,615	-	7,266	3,831	-	
1001 General Fund	52203 Vision - Active Employees	No Program	1,132	-	1,130	652	-	
1001 General Fund	52205 Life Insurance	No Program	592	-	553	421	552	5
1001 General Fund	52206 Cash Cafeteria Plan	No Program	34,345	-	34,016	23,217	36,185	35,6
1001 General Fund	52208 Medical Insurance Administrative Fee	No Program	242	-	214	125	-	
1001 General Fund	52301 Social Security Total	No Program	46,489	-	44,889	33,866	41,311	39,8
1001 General Fund	52302 Medicare Total	No Program	11,300	-	10,661	8,014	10,076	9,4
1001 General Fund	52303 SDI Total	No Program	7,343	-	7,009	4,920	-	5,0
1001 General Fund	52401 Accrued Benefits	No Program	-	-	-	8,097	3,702	3,5
1001 General Fund	52502 Group Health for Retirees	No Program	68,103	-	78,196	-	73,891	75,0
1001 General Fund	52503 Unemployment	No Program	-	-	-	3,404	-	
1001 General Fund	**E50000 Salary and Benefit Expenses**	**No Program**	**1,171,915**	**-**	**1,161,556**	**823,541**	**1,047,112**	**996,8**
1001 General Fund	60107 CalPERS Fees and Penalties	No Program	1,500	-	1,500	50	2,000	1,5
1001 General Fund	60111 Training and Seminars	No Program	1,500	-	1,500	1,080	135	1,3
1001 General Fund	60121 Meals	No Program	-	-	-	48	-	
1001 General Fund	60122 Lodging	No Program	-	-	-	1,272	-	
1001 General Fund	60123 Mileage	No Program	-	-	-	-	-	
1001 General Fund	60181 Medical and Laboratory Expenses	No Program	-	-	-	28	-	
1001 General Fund	60191 Memberships	No Program	700	-	700	396	546	6

Attachment: FY23 Requested Budget Study 5.10.22 (12781 : Requested Fiscal Year 2022-23 (FY23) Budget

Mariposa County

Lineitem Worksheet - 107 - Auditor
Revenues and Expenses:

			Budget			Actual		
			Requested	Recommended	Current	Year to Date		
			2022-2023	2022-2023	2021-2022	2021-2022	2020-2021	2019-2020
Fund	**Account**	**Program**						
1001 General Fund	60211 Copy Machine Expense	No Program	2,000	-	1,600	2,248	1,504	1,5
1001 General Fund	60213 Office Supplies	No Program	8,000	-	8,000	6,656	6,773	7,1
1001 General Fund	60301 General Professional Services	No Program	4,000	-	4,000	3,650	3,650	3,6
1001 General Fund	60371 Bank Fees	No Program	150	-	-	150	-	
1001 General Fund	60381 Publications and Legal Notices	No Program	1,000	-	1,000	-	931	9
1001 General Fund	60392 Rents and Leases - Buildings	No Program	750	-	750	650	696	6
1001 General Fund	60411 Telephone and Internet	No Program	1,300	-	1,300	860	1,122	1,0
1001 General Fund	60421 Equipment	No Program	-	-	-	-	-	
1001 General Fund	60431 Software	No Program	28,582	-	28,582	28,472	27,213	25,3
1001 General Fund	60441 Fuel	No Program	100	-	100	-	-	
1001 General Fund	60621 County Vehicle Expense	No Program	100	-	100	-	-	
1001 General Fund	**E60000 Operating Expenses**	**No Program**	**49,682**	**-**	**49,132**	**45,560**	**44,570**	**43,9**
1001 General Fund	80231 General Insurance	No Program	28,549	-	11,701	2,925	12,440	13,1
1001 General Fund	**E80000 Transfers and Appropriations for Contingencies Expenses**	**No Program**	**28,549**	**-**	**11,701**	**2,925**	**12,440**	**13,1**
1001 General Fund	**Expenses Total Expense**	**No Program**	**1,250,146**	**-**	**1,222,389**	**872,026**	**1,104,122**	**1,054,0**
1001 General Fund	**MPC_Budget Net Balance**	**No Program**	**1,206,146**	**-**	**1,178,389**	**833,161**	**1,059,581**	**1,010,0**
3310 CSA 3 Fire Assessments	41117 Penalties and Interest	No Program	500	-	6,000	411	7,998	8,0
3310 CSA 3 Fire Assessments	**R41000 Tax Revenues**	**No Program**	**500**	**-**	**6,000**	**411**	**7,998**	**8,0**
3310 CSA 3 Fire Assessments	44201 Interest From Investments	No Program	1,000	-	16,000	-	13,940	17,6
3310 CSA 3 Fire Assessments	**R44000 Interest Revenues**	**No Program**	**1,000**	**-**	**16,000**	**-**	**13,940**	**17,6**
3310 CSA 3 Fire Assessments	47231 Special Assessment	No Program	25,000	-	587,000	-	586,640	590,2
3310 CSA 3 Fire Assessments	**R47000 Fees For Service Revenues**	**No Program**	**25,000**	**-**	**587,000**	**-**	**586,640**	**590,2**
3310 CSA 3 Fire Assessments	**49999 Beginning Fund Balance**	**No Program**	**698,619**	**-**	**839,349**	**-**	**-**	
3310 CSA 3 Fire Assessments	**Revenues Total Revenue**	**No Program**	**725,119**	**-**	**1,448,349**	**411**	**608,578**	**615,9**
3310 CSA 3 Fire Assessments	60201 Miscellaneous Expense	No Program	683,707	-	716,193	7,450	7,784	9,0
3310 CSA 3 Fire Assessments	60301 General Professional Services	No Program	12,000	-	12,000	112	1,524	11,4
3310 CSA 3 Fire Assessments	60303 Accounting and Auditing Services	No Program	14,712	-	-	14,712	-	
3310 CSA 3 Fire Assessments	60304 Fire Management	No Program	14,700	-	14,700	-	14,676	14,6
3310 CSA 3 Fire Assessments	**E60000 Operating Expenses**	**No Program**	**725,119**	**-**	**742,893**	**22,274**	**23,984**	**35,0**
3310 CSA 3 Fire Assessments	80111 Transfer Out - General	No Program	-	-	704,108	-	796,765	361,0
3310 CSA 3 Fire Assessments	80211 Departmental Overhead Transfer	No Program	-	-	1,348	-	-	
3310 CSA 3 Fire Assessments	**E80000 Transfers and Appropriations for Contingencies Expenses**	**No Program**	**-**	**-**	**705,456**	**-**	**796,765**	**361,0**
3310 CSA 3 Fire Assessments	**Expenses Total Expense**	**No Program**	**725,119**	**-**	**1,448,349**	**22,274**	**820,749**	**396,0**
3310 CSA 3 Fire Assessments	**MPC_Budget Net Balance**	**No Program**	**0**	**-**	**0**	**21,863**	**212,171**	**219,8**
3311 CSA 1-Don Pedro Fire	41117 Penalties and Interest	No Program	1,000	-	1,500	27	1,575	(42
3311 CSA 1-Don Pedro Fire	**R41000 Tax Revenues**	**No Program**	**1,000**	**-**	**1,500**	**27**	**1,575**	**(42**
3311 CSA 1-Don Pedro Fire	44201 Interest From Investments	No Program	1,200	-	1,200	-	1,144	2,5
3311 CSA 1-Don Pedro Fire	**R44000 Interest Revenues**	**No Program**	**1,200**	**-**	**1,200**	**-**	**1,144**	**2,5**

Attachment: FY23 Requested Budget Study 5.10.22 (12781 : Requested Fiscal Year 2022-23 (FY23) Budget

Mariposa County

Lineitem Worksheet - 107 - Auditor
Revenues and Expenses:

			Budget			Actual		
			Requested	Recommended	Current	Year to Date		
			2022-2023	2022-2023	2021-2022	2021-2022	2020-2021	2019-2020
Fund	**Account**	**Program**						
3311 CSA 1-Don Pedro Fire	47231 Special Assessment	No Program	62,200	-	62,200	173	62,268	62,2
3311 CSA 1-Don Pedro Fire	**R47000 Fees For Service Revenues**	**No Program**	**62,200**	**-**	**62,200**	**173**	**62,268**	**62,2**
3311 CSA 1-Don Pedro Fire	**49999 Beginning Fund Balance**	**No Program**	**114,564**	**-**	**49,664**	**-**	**-**	
3311 CSA 1-Don Pedro Fire	**Revenues Total Revenue**	**No Program**	**178,964**	**-**	**114,564**	**200**	**64,987**	**64,2**
3311 CSA 1-Don Pedro Fire	60303 Accounting and Auditing Services	No Program	-	-	-	3,906	-	
3311 CSA 1-Don Pedro Fire	60304 Fire Management	No Program	178,964	-	113,626	78	85,081	92,3
3311 CSA 1-Don Pedro Fire	**E60000 Operating Expenses**	**No Program**	**178,964**	**-**	**113,626**	**3,984**	**85,081**	**92,3**
3311 CSA 1-Don Pedro Fire	80211 Departmental Overhead Transfer	No Program	-	-	938	-	-	
3311 CSA 1-Don Pedro Fire	**E80000 Transfers and Appropriations for Contingencies Expenses**	**No Program**	**-**	**-**	**938**	**-**	**-**	
3311 CSA 1-Don Pedro Fire	**Expenses Total Expense**	**No Program**	**178,964**	**-**	**114,564**	**3,984**	**85,081**	**92,3**
3311 CSA 1-Don Pedro Fire	**MPC_Budget Net Balance**	**No Program**	**0**	**-**	**0**	**3,784**	**20,094**	**28,0**
4750 Health Building	49101 Transfer In - General	No Program	72,000	-	72,000	-	-	72,0
4750 Health Building	**R49000 Transfer In Revenues**	**No Program**	**72,000**	**-**	**72,000**	**-**	**-**	**72,0**
4750 Health Building	**Revenues Total Revenue**	**No Program**	**72,000**	**-**	**72,000**	**-**	**-**	**72,0**
4750 Health Building	60453 Capital Lease Principal	No Program	63,023	-	63,023	26,111	61,009	59,0
4750 Health Building	60455 Interest Expense	No Program	8,977	-	8,977	3,889	10,991	12,9
4750 Health Building	**E60000 Operating Expenses**	**No Program**	**72,000**	**-**	**72,000**	**30,000**	**72,000**	**72,0**
4750 Health Building	**Expenses Total Expense**	**No Program**	**72,000**	**-**	**72,000**	**30,000**	**72,000**	**72,0**
4750 Health Building	**MPC_Budget Net Balance**	**No Program**	**0**	**-**	**0**	**30,000**	**72,000**	
4770 CSA 3 Fire Equipment	44201 Interest From Investments	No Program	-	-	500	-	739	2,6
4770 CSA 3 Fire Equipment	**R44000 Interest Revenues**	**No Program**	**-**	**-**	**500**	**-**	**739**	**2,6**
4770 CSA 3 Fire Equipment	49101 Transfer In - General	No Program	-	-	704,108	-	270,765	361,0
4770 CSA 3 Fire Equipment	**R49000 Transfer In Revenues**	**No Program**	**-**	**-**	**704,108**	**-**	**270,765**	**361,0**
4770 CSA 3 Fire Equipment	**49999 Beginning Fund Balance**	**No Program**	**-**	**-**	**100,061**	**-**	**-**	
4770 CSA 3 Fire Equipment	**Revenues Total Revenue**	**No Program**	**-**	**-**	**804,669**	**-**	**271,504**	**363,6**
4770 CSA 3 Fire Equipment	60201 Miscellaneous Expense	No Program	-	-	100,563	-	-	
4770 CSA 3 Fire Equipment	60453 Capital Lease Principal	No Program	-	-	690,206	791,524	339,924	332,8
4770 CSA 3 Fire Equipment	60454 Capital Lease Interest	No Program	-	-	13,900	12,646	21,094	28,1
4770 CSA 3 Fire Equipment	**E60000 Operating Expenses**	**No Program**	**-**	**-**	**804,669**	**804,170**	**361,018**	**361,0**
4770 CSA 3 Fire Equipment	**Expenses Total Expense**	**No Program**	**-**	**-**	**804,669**	**804,170**	**361,018**	**361,0**
4770 CSA 3 Fire Equipment	**MPC_Budget Net Balance**	**No Program**	**-**	**-**	**0**	**804,170**	**89,514**	**2,6**
Total Funds	**MPC_Net Balance**	**Total Program**	**(1,206,146)**	**-**	**(1,178,389)**	**(1,693,132)**	**(1,453,360)**	**(833,84**

Attachment: FY23 Requested Budget Study 5.10.22 (12781 : Requested Fiscal Year 2022-23 (FY23) Budget

Organization: Treasurer Tax Collector **Budget Unit #: 108**

Program Description:

The office of Treasurer – Tax Collector is committed to providing exceptional customer service to the taxpayers. The staff is dedicated to providing assistance in a professional and friendly manner using their many years of experience to resolve taxpayer issues. As County Treasurer, I am committed to the safe investment of county funds using safety, liquidity and yield as guidelines.

The Treasurer is responsible for the banking and safekeeping of County funds and receives deposits from all County departments. Funds deposited in the County Treasury are pooled for investment purposes. The Treasurer is responsible for over 100 million in funds that pass through the Treasury annually and an investment portfolio that averages $64 million a year.

The Tax Collector is responsible for billing and collecting secured, unsecured, and supplemental taxes. Approximately 14,000 tax bills are mailed annually. In addition, the office manages the collection for over 700 active Transient Tax Occupancy tax certificates each month.

Accomplishments:

- Successfully completed conversion to the new Megabyte tax system
- Effectively conducted a property tax collection cycle while closed to the public due to Covid-19

Goals and Objectives for Fiscal Year:

- Staffing reorganization plan.
- Purchase RTL system to automate property tax payments
- Restore funding for the Chief Deputy Treasurer/Tax Collector position.
- Hire Audit firm for auditing of TOT operators.
- Explore options for new TOT software

Other Department Funds

3364 Cash Difference-Tax Collector
This fund accounts for any overages that may be collected and are not detected at the time the payment is processed for property tax collections. Conversely, this fund may also be used to correct any underpayments that are not detected at the time the payment is processed.

3390 Tax Collector's Cost
By statute, fees are collected by the Tax Collector and deposited into this fund from the administration of certain tax collection programs. The money must be used to offset tax collection costs.

4753 Yosemite West Bond 2004

Attachment: FY23 Requested Budget Study 5.10.22 (12781 : Requested Fiscal Year 2022-23 (FY23) Budget

Residents in the Yosemite West area approved an assessment through the Proposition 218 process in Fiscal Year 2004-05. The bond assessments allow for annual reimbursement of administrative costs performed by the Auditor and Treasurer. Funds collected for these purposes are deposited into this fund and will be used to pay claims submitted by the Auditor and Treasurer for administrative costs.

This is the debt service fund for the Yosemite West Waste Water Treatment Plant. It accounts for the special assessment revenue generated from the secured property tax roll and the subsequent payment of principal and interest on the bonds issued for the construction of the treatment plant.

This is the bond Renewal & Extension fund required to retain reserve funding that is collected and is in excess of the reserve limit for the Yosemite West Wastewater Treatment Plant.

This is the bond reserve fund required to retain ten-percent of the assessment revenue as stipulated in the repayment terms of the bond issuance for the Yosemite West Wastewater Treatment Plant.

4756 Don Pedro Bond 2006

The Lake Don Pedro area residents approved a Proposition 218 process in Fiscal Year 2005-06. The Proposition 218 bond assessments allow for annual reimbursement of administrative costs performed by the Auditor and Treasurer. Funds collected for these purposes are deposited into this fund and will be used to pay claims submitted by the Auditor and Treasurer for administrative costs.

This is the debt service fund for the Lake Don Pedro Waste Water Treatment Plant. It accounts for the special assessment revenue generated from the secured property tax roll and the subsequent payment of principal and interest on the bonds issued for the construction of the plant.

This is the bond reserve fund required to retain ten-percent of the assessment revenue as stipulated in the repayment terms of the bond issuance for the Lake Don Pedro Waste Water Treatment Plant.

Requested Changes:

Revenue is going down slightly primarily due to elimination of transfers from special revenue funds made to supplement General Fund revenue losses due to COVID-19 economic downturn in FY21. Equipment leases increased by $6,000 to cover postage machine lease. Professional Services increased $25,000 to begin process of auditing Transient Occupancy Tax (TOT) collection. The cost of auditing all TOT collections is much higher, but we believe an incremental approach is affordable and provides us with the confidence we need to ensure TOT calculations and payments are accurate.

Recommended Changes:

Final Budget Changes:

Attachment: FY23 Requested Budget Study 5.10.22 (12781 : Requested Fiscal Year 2022-23 (FY23) Budget

Mariposa County

Lineitem Worksheet - 108 - Treasurer/Tax Collector
Revenues and Expenses:

			Budget			Actual		
			Requested	Recommended	Current	Year to Date		
			2022-2023	2022-2023	2021-2022	2021-2022	2020-2021	2019-2020
Fund	Account	Program						
1001 General Fund	47243 Fee Recovery Revenue	No Program	0	-	0	-	-	
1001 General Fund	47252 Investment Fees	No Program	173,000	-	168,000	-	168,270	161,8
1001 General Fund	47253 Returned Check Fees	No Program	1,500	-	1,500	490	1,005	1,4
1001 General Fund	47254 Tourism Improvement 1% Admin	No Program	15,500	-	33,000	18,077	14,980	15,6
1001 General Fund	47311 Tax Collector Fees	No Program	21,000	-	20,000	15,365	25,162	23,6
1001 General Fund	**R47000 Fees For Service Revenues**	**No Program**	**211,000**	**-**	**222,500**	**33,932**	**209,417**	**202,5**
1001 General Fund	49101 Transfer In - General	No Program	-	-	4,900	-	-	9,0
1001 General Fund	**R49000 Transfer In Revenues**	**No Program**	**-**	**-**	**4,900**	**-**	**-**	**9,0**
1001 General Fund	**Revenues Total Revenue**	**No Program**	**211,000**	**-**	**227,400**	**33,932**	**209,417**	**211,5**
1001 General Fund	51111 Regular salaries and wages	No Program	446,568	-	259,051	182,020	235,360	251,2
1001 General Fund	51112 Extra Help	No Program	-	-	-	-	-	
1001 General Fund	51115 Overtime	No Program	1,500	-	1,500	944	673	1,0
1001 General Fund	51116 Extra Straight Time Hours	No Program	-	-	-	256	-	
1001 General Fund	51201 FLSA Adjustment	No Program	-	-	-	1	-	
1001 General Fund	51202 Longevity Pay	No Program	4,149	-	600	900	650	
1001 General Fund	51205 Out of Class Pay	No Program	-	-	3,900	-	-	
1001 General Fund	51207 Standby Call Back Pay	No Program	150	-	150	-	-	1
1001 General Fund	52101 Retirement - Employer	No Program	46,018	-	25,787	19,390	26,174	28,1
1001 General Fund	52102 Unfunded Liability Payment Total	No Program	66,336	-	36,065	35,999	36,078	35,8
1001 General Fund	52201 Medical - Active Employees	No Program	85,205	-	37,904	29,799	41,285	45,0
1001 General Fund	52202 Dental - Active Employees	No Program	7,082	-	3,570	2,073	-	
1001 General Fund	52203 Vision - Active Employees	No Program	762	-	310	181	-	
1001 General Fund	52205 Life Insurance	No Program	353	-	184	144	180	1
1001 General Fund	52206 Cash Cafeteria Plan	No Program	3,704	-	4,891	3,273	5,131	5,5
1001 General Fund	52208 Medical Insurance Administrative Fee	No Program	184	-	92	54	-	
1001 General Fund	52301 Social Security Total	No Program	28,276	-	15,010	11,044	14,269	15,3
1001 General Fund	52302 Medicare Total	No Program	6,613	-	3,510	2,583	3,338	3,5
1001 General Fund	52303 SDI Total	No Program	4,544	-	1,570	1,143	-	1,4
1001 General Fund	52401 Accrued Benefits	No Program	-	-	-	-	-	2,3
1001 General Fund	52502 Group Health for Retirees	No Program	35,113	-	34,887	-	33,843	34,0
1001 General Fund	**E50000 Salary and Benefit Expenses**	**No Program**	**736,557**	**-**	**428,981**	**289,803**	**396,981**	**424,0**
1001 General Fund	60111 Training and Seminars	No Program	-	-	0	-	-	
1001 General Fund	60121 Meals	No Program	-	-	-	12	-	
1001 General Fund	60123 Mileage	No Program	100	-	100	-	-	
1001 General Fund	60131 Maintenance - Equipment	No Program	1,000	-	1,000	993	923	8
1001 General Fund	60153 Special Departmental Supplies	No Program	-	-	-	632	-	
1001 General Fund	60191 Memberships	No Program	1,250	-	700	700	1,162	2
1001 General Fund	60201 Miscellaneous Expense	No Program	-	-	-	8,217	-	
1001 General Fund	60211 Copy Machine Expense	No Program	-	-	0	-	-	3
1001 General Fund	60212 Printing Expenses	No Program	23,000	-	21,000	21,866	18,876	14,7

Attachment: FY23 Requested Budget Study 5.10.22 (12781 : Requested Fiscal Year 2022-23 (FY23) Budget

Mariposa County

Lineitem Worksheet - 108 - Treasurer/Tax Collector
Revenues and Expenses:

			Budget			Actual		
			Requested	Recommended	Current	Year to Date		
			2022-2023	2022-2023	2021-2022	2021-2022	2020-2021	2019-2020
Fund	Account	Program						
1001 General Fund	60213 Office Supplies	No Program	6,600	-	6,600	4,794	5,711	4,6
1001 General Fund	60214 Postage	No Program	500	-	500	-	-	
1001 General Fund	60301 General Professional Services	No Program	25,000	-	25,000	-	-	39,8
1001 General Fund	60371 Bank Fees	No Program	3,000	-	2,950	2,962	2,922	1,1
1001 General Fund	60372 Investment Charges	No Program	38,500	-	36,500	30,936	33,305	28,8
1001 General Fund	60381 Publications and Legal Notices	No Program	14,500	-	14,500	4,014	6,827	10,6
1001 General Fund	60391 Rents and Leases - Equipment	No Program	6,000	-	6,000	2,968	5,993	4,4
1001 General Fund	60392 Rents and Leases - Buildings	No Program	195	-	174	163	24,829	1
1001 General Fund	60411 Telephone and Internet	No Program	500	-	450	383	498	4
1001 General Fund	60421 Equipment	No Program	-	-	-	-	-	2,6
1001 General Fund	60431 Software	No Program	59,000	-	58,775	25,602	25,149	24,3
1001 General Fund	60441 Fuel	No Program	-	-	-	-	-	
1001 General Fund	60621 County Vehicle Expense	No Program	-	-	-	-	-	
1001 General Fund	**E60000 Operating Expenses**	**No Program**	**179,145**	**-**	**174,249**	**104,241**	**126,195**	**133,4**
1001 General Fund	80231 General Insurance	No Program	11,084	-	6,024	1,506	7,812	7,8
1001 General Fund	**E80000 Transfers and Appropriations for Contingencies Expenses**	**No Program**	**11,084**	**-**	**6,024**	**1,506**	**7,812**	**7,8**
1001 General Fund	**Expenses Total Expense**	**No Program**	**926,786**	**-**	**609,254**	**395,549**	**530,988**	**565,3**
1001 General Fund	**MPC_Budget Net Balance**	**No Program**	**715,786**	**-**	**381,854**	**361,618**	**321,571**	**353,7**
3364 Cash Difference Tax Collector	48241 Cash Difference-Tax Collector	No Program	400	-	400	(13)	700	6
3364 Cash Difference Tax Collector	**R48000 Miscellaneous Revenues**	**No Program**	**400**	**-**	**400**	**(13)**	**700**	**6**
3364 Cash Difference Tax Collector	**49999 Beginning Fund Balance**	**No Program**	**1,513**	**-**	**1,508**	**-**	**-**	
3364 Cash Difference Tax Collector	**Revenues Total Revenue**	**No Program**	**1,913**	**-**	**1,908**	**13**	**700**	**6**
3364 Cash Difference Tax Collector	60361 General Taxes and Assessments	No Program	1,913	-	1,908	-	586	6
3364 Cash Difference Tax Collector	**E60000 Operating Expenses**	**No Program**	**1,913**	**-**	**1,908**	**-**	**586**	**6**
3364 Cash Difference Tax Collector	**Expenses Total Expense**	**No Program**	**1,913**	**-**	**1,908**	**-**	**586**	**6**
3364 Cash Difference Tax Collector	**MPC_Budget Net Balance**	**No Program**	**0**	**-**	**0**	**13**	**114**	
3390 Tax Collector's Cost	44201 Interest From Investments	No Program	1,000	-	100	-	1,145	1,6
3390 Tax Collector's Cost	**R44000 Interest Revenues**	**No Program**	**1,000**	**-**	**100**	**-**	**1,145**	**1,6**
3390 Tax Collector's Cost	47311 Tax Collector Fees	No Program	28,000	-	28,000	60	31,219	33,5
3390 Tax Collector's Cost	**R47000 Fees For Service Revenues**	**No Program**	**28,000**	**-**	**28,000**	**60**	**31,219**	**33,5**
3390 Tax Collector's Cost	**49999 Beginning Fund Balance**	**No Program**	**116,915**	**-**	**160,979**	**-**	**-**	
3390 Tax Collector's Cost	**Revenues Total Revenue**	**No Program**	**145,915**	**-**	**189,079**	**60**	**32,364**	**35,2**
3390 Tax Collector's Cost	60111 Training and Seminars	No Program	6,000	-	6,000	25	555	5,1
3390 Tax Collector's Cost	60123 Mileage	No Program	900	-	900	-	206	5
3390 Tax Collector's Cost	60201 Miscellaneous Expense	No Program	122,515	-	119,129	-	-	
3390 Tax Collector's Cost	60214 Postage	No Program	2,500	-	2,500	-	-	23,0
3390 Tax Collector's Cost	60381 Publications and Legal Notices	No Program	14,000	-	13,000	315	3,778	4,8
3390 Tax Collector's Cost	60421 Equipment	No Program	-	-	42,650	44,124	-	
3390 Tax Collector's Cost	**E60000 Operating Expenses**	**No Program**	**145,915**	**-**	**184,179**	**44,464**	**4,539**	**33,6**
3390 Tax Collector's Cost	80111 Transfer Out - General	No Program	-	-	4,900	-	-	9,0

Attachment: FY23 Requested Budget Study 5.10.22 (12781 : Requested Fiscal Year 2022-23 (FY23) Budget

Mariposa County

Lineitem Worksheet - 108 - Treasurer/Tax Collector
Revenues and Expenses:

			Budget			Actual		
			Requested	Recommended	Current	Year to Date		
			2022-2023	2022-2023	2021-2022	2021-2022	2020-2021	2019-2020
Fund	**Account**	**Program**						
3390 Tax Collector's Cost	**E80000 Transfers and Appropriations for Contingencies Expenses**	**No Program**	**-**	**-**	**4,900**	**-**	**-**	**9,0**
3390 Tax Collector's Cost	**Expenses Total Expense**	**No Program**	**145,915**	**-**	**189,079**	**44,464**	**4,539**	**42,6**
3390 Tax Collector's Cost	**MPC_Budget Net Balance**	**No Program**	**0**	**-**	**0**	**44,404**	**27,825**	**7,3**
4753 Yosemite West Bond 2004	44201 Interest From Investments	No Program	5,000	-	4,422	-	5,631	8,5
4753 Yosemite West Bond 2004	**R44000 Interest Revenues**	**No Program**	**5,000**	**-**	**4,422**	**-**	**5,631**	**8,5**
4753 Yosemite West Bond 2004	47241 Debt Service Reserve Assessments	No Program	15,797	-	16,900	(525)	16,732	17,7
4753 Yosemite West Bond 2004	47242 Debt Service Fee Assessments	No Program	167,571	-	159,006	7,139	174,340	174,0
4753 Yosemite West Bond 2004	47297 Assessment Fees	No Program	0	-	11,938	209	163	
4753 Yosemite West Bond 2004	**R47000 Fees For Service Revenues**	**No Program**	**183,368**	**-**	**187,844**	**6,823**	**191,235**	**191,8**
4753 Yosemite West Bond 2004	49101 Transfer In - General	No Program	-	-	-	-	5,995	9,0
4753 Yosemite West Bond 2004	**R49000 Transfer In Revenues**	**No Program**	**-**	**-**	**-**	**-**	**5,995**	**9,0**
4753 Yosemite West Bond 2004	**49999 Beginning Fund Balance**	**No Program**	**115,659**	**-**	**538,813**	**-**	**-**	
4753 Yosemite West Bond 2004	**Revenues Total Revenue**	**No Program**	**304,027**	**-**	**731,079**	**6,823**	**202,861**	**209,3**
4753 Yosemite West Bond 2004	60201 Miscellaneous Expense	No Program	-	-	298,439	-	-	
4753 Yosemite West Bond 2004	60301 General Professional Services	No Program	9,600	-	9,600	6,518	6,948	8,7
4753 Yosemite West Bond 2004	60303 Accounting and Auditing Services	No Program	-	-	-	588	-	
4753 Yosemite West Bond 2004	60381 Publications and Legal Notices	No Program	-	-	-	-	2,087	
4753 Yosemite West Bond 2004	60452 Retiring Long Term Debt	No Program	63,000	-	58,000	61,000	58,000	56,0
4753 Yosemite West Bond 2004	60455 Interest Expense	No Program	94,972	-	101,006	98,425	101,006	103,4
4753 Yosemite West Bond 2004	**E60000 Operating Expenses**	**No Program**	**167,572**	**-**	**467,045**	**166,531**	**168,041**	**168,2**
4753 Yosemite West Bond 2004	80111 Transfer Out - General	No Program	-	-	-	-	5,995	9,0
4753 Yosemite West Bond 2004	**E80000 Transfers and Appropriations for Contingencies Expenses**	**No Program**	**-**	**-**	**-**	**-**	**5,995**	**9,0**
4753 Yosemite West Bond 2004	91001 Reserve Designation	No Program	136,455	-	264,034	-	-	
4753 Yosemite West Bond 2004	**E90000 Appropriations for Reserves and Contingencies Expenses**	**No Program**	**136,455**	**-**	**264,034**	**-**	**-**	
4753 Yosemite West Bond 2004	**Expenses Total Expense**	**No Program**	**304,027**	**-**	**731,079**	**166,531**	**174,036**	**177,2**
4753 Yosemite West Bond 2004	**MPC_Budget Net Balance**	**No Program**	**0**	**-**	**0**	**159,708**	**28,825**	**32,1**
4756 Don Pedro Bond 2006	44201 Interest From Investments	No Program	100	-	100	-	1,167	7
4756 Don Pedro Bond 2006	**R44000 Interest Revenues**	**No Program**	**100**	**-**	**100**	**-**	**1,167**	**7**
4756 Don Pedro Bond 2006	47241 Debt Service Reserve Assessments	No Program	29,249	-	29,665	4	30,924	20,1
4756 Don Pedro Bond 2006	47242 Debt Service Fee Assessments	No Program	302,089	-	296,043	40	309,257	201,0
4756 Don Pedro Bond 2006	47297 Assessment Fees	No Program	-	-	-	-	61	
4756 Don Pedro Bond 2006	**R47000 Fees For Service Revenues**	**No Program**	**331,338**	**-**	**325,708**	**44**	**340,242**	**221,1**
4756 Don Pedro Bond 2006	49101 Transfer In - General	No Program	-	-	-	-	13,546	21,3
4756 Don Pedro Bond 2006	**R49000 Transfer In Revenues**	**No Program**	**-**	**-**	**-**	**-**	**13,546**	**21,3**
4756 Don Pedro Bond 2006	**49999 Beginning Fund Balance**	**No Program**	**314,666**	**-**	**199,588**	**-**	**-**	
4756 Don Pedro Bond 2006	**Revenues Total Revenue**	**No Program**	**646,104**	**-**	**525,396**	**44**	**354,955**	**243,3**
4756 Don Pedro Bond 2006	60201 Miscellaneous Expense	No Program	200,000	-	199,386	-	-	
4756 Don Pedro Bond 2006	60301 General Professional Services	No Program	9,600	-	9,000	6,186	8,688	13,7
4756 Don Pedro Bond 2006	60303 Accounting and Auditing Services	No Program	-	-	-	664	-	
4756 Don Pedro Bond 2006	60452 Retiring Long Term Debt	No Program	144,000	-	110,000	34,926	62,000	39,3

Attachment: FY23 Requested Budget Study 5.10.22 (12781 : Requested Fiscal Year 2022-23 (FY23) Budget

Mariposa County

Lineitem Worksheet - 108 - Treasurer/Tax Collector
Revenues and Expenses:

			Budget			Actual		
			Requested	Recommended	Current	Year to Date		
			2022-2023	2022-2023	2021-2022	2021-2022	2020-2021	2019-2020
Fund	**Account**	**Program**						
4756 Don Pedro Bond 2006	60455 Interest Expense	No Program	28,788	-	185,543	169,618	50,120	88,9
4756 Don Pedro Bond 2006	**E60000 Operating Expenses**	**No Program**	**382,388**	**-**	**503,929**	**211,394**	**120,808**	**142,0**
4756 Don Pedro Bond 2006	80111 Transfer Out - General	No Program	-	-	-	-	13,546	21,3
4756 Don Pedro Bond 2006	**E80000 Transfers and Appropriations for Contingencies Expenses**	**No Program**	**-**	**-**	**-**	**-**	**13,546**	**21,3**
4756 Don Pedro Bond 2006	91001 Reserve Designation	No Program	263,716	-	21,467	-	-	
4756 Don Pedro Bond 2006	**E90000 Appropriations for Reserves and Contingencies Expenses**	**No Program**	**263,716**	**-**	**21,467**	**-**	**-**	
4756 Don Pedro Bond 2006	**Expenses Total Expense**	**No Program**	**646,104**	**-**	**525,396**	**211,394**	**134,354**	**163,4**
4756 Don Pedro Bond 2006	**MPC_Budget Net Balance**	**No Program**	**0**	**-**	**0**	**211,350**	**220,601**	**79,8**
Total Funds	**MPC_Net Balance**	**Total Program**	**(715,786)**	**-**	**(381,854)**	**(777,092)**	**(44,206)**	**(249,07**

Attachment: FY23 Requested Budget Study 5.10.22 (12781 : Requested Fiscal Year 2022-23 (FY23) Budget

Organization: Assessor-Recorder **Budget Unit #: 109**

Program Description:

The County Assessor, an elected official, is governed by the California Constitution, the laws passed by the State Legislature, and the rules adopted by the Board of Equalization (BOE).

The County Assessor must annually assess all taxable property in the county, except for state-assessed property, to the person, business, or legal entity owning, claiming, possessing, or controlling the property on January 1. The duties of the County Assessor are to discover all assessable property, to inventory and list all taxable property, to value the property, and to enroll the property on the local assessment roll. The assessor's primary responsibility is to annually determine the proper taxable value for each property, so the owner is assured of paying the correct amount of property tax for the support of local government.

The Recorder is responsible for creating and maintaining permanent records of all recorded documents that serve as a legal basis for determining real property ownership, recording mining location notices, providing annual proof of labor for determining taxable personal property, and is the local Registrar of Vital Statistics such as births, deaths and marriages.

Goals and Objectives for Fiscal Year:

Implement Megabyte Property Tax Management system.

Other Department Funds

3379 Recorders Modernization
Fees collected by statute on recordings are deposited into this fund and are required to be used to offset the costs of document recording and/or support for this service.

3386 Recorder Cash Difference
This fund accounts for any overages for recording fees that go undetected at the time of collection. Conversely, this fund may also be used to correct any underpayment for recording fees that are not detected at the time the payment is processed.

3389 Micro Conversion-Recorder
By statute a portion of recording fees collected are deposited into this fund and must be used for micrographics costs.

3399 Vital Health - Recorder
A portion of fees collected for recording vital statistics are deposited into this fund. This money has historically been used for funding equipment purchases.

3419 Social Security Truncation

Attachment: FY23 Requested Budget Study 5.10.22 (12781 : Requested Fiscal Year 2022-23 (FY23) Budget

This fund was established with Resolution 08-33 authorizing the Assessor/Recorder to collect a fee of $1 per recorded document. This fee was included in AB 1168 to offset the cost of truncating the first five digits of social security numbers on recorded documents. The new law requires that all documents recorded since January 1, 1980, must have the first five digits of the social security number truncated and create a separate "public record" document. The accumulated funds will be transferred to the Recorders Modernization fund, which initially paid for the software to truncate the social security numbers. This fee will sunset in 2017.

3455 County Assessors Grant
Fund was established in Fiscal Year 18/19 to track revenue and expenses associated with a grant received from the state to purchase new property tax software. Funds will be received in three annual payments and must be matched by the County. For every dollar the County spends, two grant dollars can be spent.

Requested Changes:

Recommended Changes:

Final Budget Changes:

Attachment: FY23 Requested Budget Study 5.10.22 (12781 : Requested Fiscal Year 2022-23 (FY23) Budget

Mariposa County

Lineitem Worksheet - 109 - Assessor/Recorder
Revenues and Expenses:

			Budget			Actual		
			Requested	Recommended	Current	Year to Date		
			2022-2023	2022-2023	2021-2022	2021-2022	2020-2021	2019-2020
Fund	Account	Program						
1001 General Fund	47292 Recording Fees GC27361	No Program	60,000	-	56,000	48,511	79,152	58,31
1001 General Fund	47295 SB2 Administration Fees	No Program	18,000	-	13,000	10,117	21,107	16,0
1001 General Fund	47296 Each Additional Page GC27361	No Program	18,000	-	16,000	13,894	22,219	15,7
1001 General Fund	47298 Open Every Business Day	No Program	6,000	-	4,800	3,790	6,316	4,6
1001 General Fund	47299 Indexed Within Two Days	No Program	6,000	-	4,800	3,815	6,316	4,6
1001 General Fund	47301 Assessor's Fees	No Program	10,000	-	8,500	9,628	10,085	7,9
1001 General Fund	47401 Miscellaneous Fees	No Program	19,000	-	17,000	14,262	18,870	18,1
1001 General Fund	**R47000 Fees For Service Revenues**	**No Program**	**137,000**	**-**	**120,100**	**104,017**	**164,065**	**125,5**
1001 General Fund	**Revenues Total Revenue**	**No Program**	**137,000**	**-**	**120,100**	**104,017**	**164,065**	**125,5**
1001 General Fund	51111 Regular salaries and wages	No Program	781,034	-	695,169	493,801	609,135	600,0
1001 General Fund	51112 Extra Help	No Program	20,000	-	12,765	-	-	12,7
1001 General Fund	51202 Longevity Pay	No Program	2,757	-	7,587	6,126	7,113	6,3
1001 General Fund	52101 Retirement - Employer	No Program	80,025	-	74,492	53,081	68,348	67,8
1001 General Fund	52102 Unfunded Liability Payment Total	No Program	115,358	-	96,459	96,282	80,729	84,6
1001 General Fund	52201 Medical - Active Employees	No Program	82,799	-	79,837	50,866	72,714	78,3
1001 General Fund	52202 Dental - Active Employees	No Program	8,347	-	7,861	4,334	-	
1001 General Fund	52203 Vision - Active Employees	No Program	1,400	-	1,297	714	-	
1001 General Fund	52205 Life Insurance	No Program	526	-	461	340	432	4
1001 General Fund	52206 Cash Cafeteria Plan	No Program	35,638	-	31,539	24,176	31,671	31,6
1001 General Fund	52208 Medical Insurance Administrative Fee	No Program	367	-	245	125	-	
1001 General Fund	52301 Social Security Total	No Program	50,805	-	45,403	32,046	39,985	39,8
1001 General Fund	52302 Medicare Total	No Program	12,172	-	10,803	7,495	9,351	9,5
1001 General Fund	52303 SDI Total	No Program	8,194	-	7,373	4,930	-	5,1
1001 General Fund	52401 Accrued Benefits	No Program	-	-	-	-	-	12,5
1001 General Fund	52502 Group Health for Retirees	No Program	70,864	-	76,708	-	72,241	74,6
1001 General Fund	52503 Unemployment	No Program	-	-	-	-	1,087	
1001 General Fund	**E50000 Salary and Benefit Expenses**	**No Program**	**1,270,286**	**-**	**1,147,999**	**774,315**	**992,806**	**1,023,8**
1001 General Fund	60111 Training and Seminars	No Program	15,000	-	2,400	-	789	9,7
1001 General Fund	60123 Mileage	No Program	1,500	-	250	-	-	5
1001 General Fund	60131 Maintenance - Equipment	No Program	1,800	-	1,800	2,139	1,671	1,5
1001 General Fund	60181 Medical and Laboratory Expenses	No Program	-	-	-	33	-	
1001 General Fund	60191 Memberships	No Program	2,300	-	2,300	3,265	1,925	1,8
1001 General Fund	60201 Miscellaneous Expense	No Program	-	-	-	232	-	
1001 General Fund	60211 Copy Machine Expense	No Program	5,000	-	3,400	2,143	5,441	5,1
1001 General Fund	60213 Office Supplies	No Program	25,000	-	21,500	15,307	13,853	14,6
1001 General Fund	60301 General Professional Services	No Program	-	-	15,000	-	-	
1001 General Fund	60371 Bank Fees	No Program	20	-	20	20	70	
1001 General Fund	60411 Telephone and Internet	No Program	2,400	-	2,400	1,880	2,532	2,3
1001 General Fund	60421 Equipment	No Program	1,000	-	-	-	373	4
1001 General Fund	60431 Software	No Program	5,000	-	3,200	23,545	3,118	2,8

Attachment: FY23 Requested Budget Study 5.10.22 (12781 : Requested Fiscal Year 2022-23 (FY23) Budget

Mariposa County

Lineitem Worksheet - 109 - Assessor/Recorder
Revenues and Expenses:

			Budget			Actual		
			Requested	Recommended	Current	Year to Date		
			2022-2023	2022-2023	2021-2022	2021-2022	2020-2021	2019-2020
Fund	**Account**	**Program**						
1001 General Fund	60441 Fuel	No Program	1,500	-	700	387	251	55
1001 General Fund	60521 Client - Education	No Program	-	-	-	200	-	
1001 General Fund	60621 County Vehicle Expense	No Program	7,000	-	1,500	1,238	1,655	2,21
1001 General Fund	**E60000 Operating Expenses**	**No Program**	**67,520**	**-**	**54,470**	**50,390**	**31,678**	**41,9(**
1001 General Fund	80111 Transfer Out - General	No Program	123,400	-	-	-	-	
1001 General Fund	80231 General Insurance	No Program	27,682	-	12,032	3,008	12,772	10,8
1001 General Fund	**E80000 Transfers and Appropriations for Contingencies Expenses**	**No Program**	**151,082**	**-**	**12,032**	**3,008**	**12,772**	**10,8**
1001 General Fund	**Expenses Total Expense**	**No Program**	**1,488,888**	**-**	**1,214,501**	**827,713**	**1,037,256**	**1,076,5**
1001 General Fund	**MPC_Budget Net Balance**	**No Program**	**1,351,888**	**-**	**1,094,401**	**723,695**	**873,191**	**950,9(**
3379 Recorders Modernization	44201 Interest From Investments	No Program	1,000	-	700	-	939	1,43
3379 Recorders Modernization	**R44000 Interest Revenues**	**No Program**	**1,000**	**-**	**700**	**-**	**939**	**1,43**
3379 Recorders Modernization	47291 Recorders Modernization	No Program	20,000	-	18,000	18,480	29,349	20,93
3379 Recorders Modernization	**R47000 Fees For Service Revenues**	**No Program**	**20,000**	**-**	**18,000**	**18,480**	**29,349**	**20,93**
3379 Recorders Modernization	49101 Transfer In - General	No Program	-	-	-	-	-	
3379 Recorders Modernization	**R49000 Transfer In Revenues**	**No Program**	**-**	**-**	**-**	**-**	**-**	
3379 Recorders Modernization	**49999 Beginning Fund Balance**	**No Program**	**106,471**	**-**	**91,274**	**-**	**-**	
3379 Recorders Modernization	**Revenues Total Revenue**	**No Program**	**127,471**	**-**	**109,974**	**18,480**	**30,288**	**22,37**
3379 Recorders Modernization	60131 Maintenance - Equipment	No Program	22,000	-	22,000	-	19,073	18,56
3379 Recorders Modernization	60201 Miscellaneous Expense	No Program	-	-	87,974	-	-	
3379 Recorders Modernization	**E60000 Operating Expenses**	**No Program**	**22,000**	**-**	**109,974**	**-**	**19,073**	**18,56**
3379 Recorders Modernization	70511 Software Fixed Assets	No Program	105,471	-	-	-	-	
3379 Recorders Modernization	**E70000 Fixed Asset Expenses**	**No Program**	**105,471**	**-**	**-**	**-**	**-**	
3379 Recorders Modernization	**Expenses Total Expense**	**No Program**	**127,471**	**-**	**109,974**	**-**	**19,073**	**18,56**
3379 Recorders Modernization	**MPC_Budget Net Balance**	**No Program**	**0**	**-**	**0**	**18,480**	**11,215**	**3,8(**
3386 Recorder Cash Difference	48221 Recorder - Liens	No Program	125	-	125	294	32	(10
3386 Recorder Cash Difference	48222 Recorder - Over & Short	No Program	30	-	30	(74)	(731)	3
3386 Recorder Cash Difference	48241 Cash Difference-Tax Collector	No Program	500	-	500	-	920	1,18
3386 Recorder Cash Difference	**R48000 Miscellaneous Revenues**	**No Program**	**655**	**-**	**655**	**220**	**221**	**1,11**
3386 Recorder Cash Difference	**49999 Beginning Fund Balance**	**No Program**	**1,644**	**-**	**1,932**	**-**	**-**	
3386 Recorder Cash Difference	**Revenues Total Revenue**	**No Program**	**2,299**	**-**	**2,587**	**220**	**221**	**1,11**
3386 Recorder Cash Difference	60201 Miscellaneous Expense	No Program	2,299	-	2,587	1,068	356	1,33
3386 Recorder Cash Difference	**E60000 Operating Expenses**	**No Program**	**2,299**	**-**	**2,587**	**1,068**	**356**	**1,33**
3386 Recorder Cash Difference	**Expenses Total Expense**	**No Program**	**2,299**	**-**	**2,587**	**1,068**	**356**	**1,33**
3386 Recorder Cash Difference	**MPC_Budget Net Balance**	**No Program**	**0**	**-**	**0**	**848**	**135**	**2**
3389 Micro Conversion-Recorder	44201 Interest From Investments	No Program	200	-	200	-	254	42
3389 Micro Conversion-Recorder	**R44000 Interest Revenues**	**No Program**	**200**	**-**	**200**	**-**	**254**	**42**
3389 Micro Conversion-Recorder	47294 Micro Conversion Fees	No Program	5,000	-	4,700	3,924	6,565	4,92
3389 Micro Conversion-Recorder	**R47000 Fees For Service Revenues**	**No Program**	**5,000**	**-**	**4,700**	**3,924**	**6,565**	**4,92**
3389 Micro Conversion-Recorder	**49999 Beginning Fund Balance**	**No Program**	**28,402**	**-**	**25,226**	**-**	**-**	
3389 Micro Conversion-Recorder	**Revenues Total Revenue**	**No Program**	**33,602**	**-**	**30,126**	**3,924**	**6,819**	**5,35**

Attachment: FY23 Requested Budget Study 5.10.22 (12781 : Requested Fiscal Year 2022-23 (FY23) Budget

Mariposa County

Lineitem Worksheet - 109 - Assessor/Recorder
Revenues and Expenses:

			Budget			Actual		
			Requested	Recommended	Current	Year to Date		
			2022-2023	2022-2023	2021-2022	2021-2022	2020-2021	2019-2020
Fund	**Account**	**Program**						
3389 Micro Conversion-Recorder	60301 General Professional Services	No Program	-	-	0	-	-	5,38
3389 Micro Conversion-Recorder	60421 Equipment	No Program	-	-	30,126	-	1,596	86
3389 Micro Conversion-Recorder	**E60000 Operating Expenses**	**No Program**	**-**	**-**	**30,126**	**-**	**1,596**	**6,24**
3389 Micro Conversion-Recorder	70511 Software Fixed Assets	No Program	33,602	-	-	-	-	
3389 Micro Conversion-Recorder	**E70000 Fixed Asset Expenses**	**No Program**	**33,602**	**-**	**-**	**-**	**-**	
3389 Micro Conversion-Recorder	**Expenses Total Expense**	**No Program**	**33,602**	**-**	**30,126**	**-**	**1,596**	**6,24**
3389 Micro Conversion-Recorder	**MPC_Budget Net Balance**	**No Program**	**0**	**-**	**0**	**3,924**	**5,223**	**89**
3399 Vitals - Recorder	44201 Interest From Investments	No Program	600	-	400	-	665	1,00
3399 Vitals - Recorder	**R44000 Interest Revenues**	**No Program**	**600**	**-**	**400**	**-**	**665**	**1,00**
3399 Vitals - Recorder	47401 Miscellaneous Fees	No Program	3,000	-	0	2,091	3,069	2,94
3399 Vitals - Recorder	**R47000 Fees For Service Revenues**	**No Program**	**3,000**	**-**	**0**	**2,091**	**3,069**	**2,94**
3399 Vitals - Recorder	**49999 Beginning Fund Balance**	**No Program**	**61,686**	**-**	**60,015**	**-**	**-**	
3399 Vitals - Recorder	**Revenues Total Revenue**	**No Program**	**65,286**	**-**	**60,415**	**2,091**	**3,734**	**3,94**
3399 Vitals - Recorder	60201 Miscellaneous Expense	No Program	-	-	60,415	-	-	
3399 Vitals - Recorder	**E60000 Operating Expenses**	**No Program**	**-**	**-**	**60,415**	**-**	**-**	
3399 Vitals - Recorder	70511 Software Fixed Assets	No Program	65,286	-	-	-	-	
3399 Vitals - Recorder	**E70000 Fixed Asset Expenses**	**No Program**	**65,286**	**-**	**-**	**-**	**-**	
3399 Vitals - Recorder	**Expenses Total Expense**	**No Program**	**65,286**	**-**	**60,415**	**-**	**-**	
3399 Vitals - Recorder	**MPC_Budget Net Balance**	**No Program**	**0**	**-**	**0**	**2,091**	**3,734**	**3,94**
3419 SSN Truncation-Recorder	44201 Interest From Investments	No Program	100	-	75	-	146	14
3419 SSN Truncation-Recorder	**R44000 Interest Revenues**	**No Program**	**100**	**-**	**75**	**-**	**146**	**14**
3419 SSN Truncation-Recorder	47293 SS# Truncation Fee	No Program	4,500	-	4,500	3,769	-	4,74
3419 SSN Truncation-Recorder	**R47000 Fees For Service Revenues**	**No Program**	**4,500**	**-**	**4,500**	**3,769**	**-**	**4,74**
3419 SSN Truncation-Recorder	**49999 Beginning Fund Balance**	**No Program**	**19,593**	**-**	**16,537**	**-**	**-**	
3419 SSN Truncation-Recorder	**Revenues Total Revenue**	**No Program**	**24,193**	**-**	**21,112**	**3,769**	**146**	**4,88**
3419 SSN Truncation-Recorder	60201 Miscellaneous Expense	No Program	24,193	-	21,112	-	-	
3419 SSN Truncation-Recorder	**E60000 Operating Expenses**	**No Program**	**24,193**	**-**	**21,112**	**-**	**-**	
3419 SSN Truncation-Recorder	80111 Transfer Out - General	No Program	-	-	-	-	-	
3419 SSN Truncation-Recorder	**E80000 Transfers and Appropriations for Contingencies Expenses**	**No Program**	**-**	**-**	**-**	**-**	**-**	
3419 SSN Truncation-Recorder	**Expenses Total Expense**	**No Program**	**24,193**	**-**	**21,112**	**-**	**-**	
3419 SSN Truncation-Recorder	**MPC_Budget Net Balance**	**No Program**	**0**	**-**	**0**	**3,769**	**146**	**4,88**
3455 County Assessors' Grant	44201 Interest From Investments	No Program	2,000	-	2,000	-	4,993	5,41
3455 County Assessors' Grant	**R44000 Interest Revenues**	**No Program**	**2,000**	**-**	**2,000**	**-**	**4,993**	**5,41**
3455 County Assessors' Grant	45545 SSCAP State Supplementation for County Assessors Program - State	No Program	-	-	0	-	225,000	225,00
3455 County Assessors' Grant	**R45000 State Revenues**	**No Program**	**-**	**-**	**0**	**-**	**225,000**	**225,00**
3455 County Assessors' Grant	49101 Transfer In - General	No Program	123,400	-	98,400	-	-	
3455 County Assessors' Grant	**R49000 Transfer In Revenues**	**No Program**	**123,400**	**-**	**98,400**	**-**	**-**	
3455 County Assessors' Grant	**49999 Beginning Fund Balance**	**No Program**	**362,899**	**-**	**525,523**	**-**	**-**	
3455 County Assessors' Grant	**Revenues Total Revenue**	**No Program**	**488,299**	**-**	**625,923**	**-**	**229,993**	**230,41**
3455 County Assessors' Grant	60431 Software	No Program	98,400	-	98,400	57,400	-	

Attachment: FY23 Requested Budget Study 5.10.22 (12781 : Requested Fiscal Year 2022-23 (FY23) Budget

Mariposa County

Lineitem Worksheet - 109 - Assessor/Recorder
Revenues and Expenses:

Fund	Account	Program	Budget Requested 2022-2023	Budget Recommended 2022-2023	Budget Current 2021-2022	Actual Year to Date 2021-2022	Actual 2020-2021	Actual 2019-2020
3455 County Assessors' Grant	**E60000 Operating Expenses**	**No Program**	**98,400**	**-**	**98,400**	**57,400**	**-**	
3455 County Assessors' Grant	70511 Software Fixed Assets	No Program	389,899	-	527,523	144,864	-	162,62
3455 County Assessors' Grant	**E70000 Fixed Asset Expenses**	**No Program**	**389,899**	**-**	**527,523**	**144,864**	**-**	**162,62**
3455 County Assessors' Grant	**Expenses Total Expense**	**No Program**	**488,299**	**-**	**625,923**	**202,264**	**-**	**162,62**
3455 County Assessors' Grant	**MPC_Budget Net Balance**	**No Program**	**0**	**-**	**0**	**202,264**	**229,993**	**67,7**
Total Funds	**MPC_Net Balance**	**Total Program**	**(1,351,888)**	**-**	**(1,094,401)**	**(898,544)**	**(623,015)**	**(871,64**

Attachment: FY23 Requested Budget Study 5.10.22 (12781 : Requested Fiscal Year 2022-23 (FY23) Budget

Organization: Housing Development / Administration **Budget Unit #: 111**

Program Description:

The Housing Division seeks to increase production and preservation of housing in partnership with private and nonprofit developers and builders. The Housing Division will also secure funding sources, conduct outreach and education, administer housing programs, including loans for development, rehabilitation, rental assistance, and other financial assistance to eligible individuals.

Goals

- Administer housing rehabilitation program, the funds for which include $203,000 in existing funds, $250,000 in federal funds from the HOME program, and $300,000 in federal funds from CDBG for a total of $753,000.
- Administer the first-time homebuyer down payment assistance program, the funds for which include $250,000 in federal funds from the HOME program and $300,000 in federal funds from CDBG Homebuyer Assistance program.
- Engage in housing planning and policy discussions and potentially adjust as needed.
- Administer project specific funded grants including:
    - Infill Infrastructure Grant for the Creekside Terrace $1,953,000
    - Permanent Local Housing Allocation for the Creekside Terrace $256,000
    - Miwuk Strategic Planning Grant $250,000
    - Mother Load ADU project (REAP) $60,758 in Mariposa County awarded grant funds
    - But will also administer and additional $283,720 in (REAP) grant funds awarded to Amador, Calaveras and Nevada Counties.
    - Land Management Development Services software project (LEAP) $65,000.

Other Department Funds

3330 Housing Development
This budget accounts for Community Development Block Grant (CDBG) funded projects under the County's re-use plan for Housing Rehabilitation. These funds totaling $203,000 will be combined with new CDBG grant funds of $300,000 and HOME grant funds of $250,000, to bring $753,000 in housing rehabilitation dollars to the County.

3331 First Time Homebuyer Loans
3331 First time homebuyers assistance loans provide gap funding in the form of 0% interest deferred payment loans. This funding is made possible by a $250,000 grant from Home Investment Partnership program and a $300,000 Community Development Block Grant.

Attachment: FY23 Requested Budget Study 5.10.22 (12781 : Requested Fiscal Year 2022-23 (FY23) Budget

Organization: Housing Development / Administration **Budget Unit #: 111**

Requested Changes:

Many grant funds have been applied for and awarded and are now being made available for critical housing projects County wide.

Recommended Changes:

Final Budget Changes:

Attachment: FY23 Requested Budget Study 5.10.22 (12781 : Requested Fiscal Year 2022-23 (FY23) Budget

Mariposa County

Lineitem Worksheet - 111 - Housing Development
Revenues and Expenses:

			Budget			Actual		
			Requested	Recommended	Current	Year to Date		
			2022-2023	2022-2023	2021-2022	2021-2022	2020-2021	2019-2020
Fund	**Account**	**Program**						
1001 General Fund	51111 Regular salaries and wages	No Program	78,486	-	74,757	35,848	-	
1001 General Fund	52101 Retirement - Employer	No Program	8,013	-	7,924	3,800	-	
1001 General Fund	52102 Unfunded Liability Payment Total	No Program	11,552	-	11,083	11,063	-	
1001 General Fund	52201 Medical - Active Employees	No Program	14,927	-	14,449	8,742	-	
1001 General Fund	52202 Dental - Active Employees	No Program	1,495	-	1,508	628	-	
1001 General Fund	52203 Vision - Active Employees	No Program	103	-	103	43	-	
1001 General Fund	52205 Life Insurance	No Program	87	-	80	48	-	
1001 General Fund	52208 Medical Insurance Administrative Fee	No Program	31	-	31	13	-	
1001 General Fund	52301 Social Security Total	No Program	4,866	-	4,636	2,692	-	
1001 General Fund	52302 Medicare Total	No Program	1,138	-	1,084	291	-	
1001 General Fund	52303 SDI Total	No Program	785	-	908	235	-	
1001 General Fund	**E50000 Salary and Benefit Expenses**	**No Program**	**121,483**	**-**	**116,563**	**63,403**	**-**	
1001 General Fund	**Expenses Total Expense**	**No Program**	**121,483**	**-**	**116,563**	**63,403**	**-**	
1001 General Fund	**MPC_Budget Net Balance**	**No Program**	**121,483**	**-**	**116,563**	**63,403**	**-**	
3330 Housing Development Fund	44201 Interest From Investments	No Program	1,800	-	1,800	-	2,329	3,32
3330 Housing Development Fund	**R44000 Interest Revenues**	**No Program**	**1,800**	**-**	**1,800**	**-**	**2,329**	**3,32**
3330 Housing Development Fund	46052 General Revenue - Federal	No Program	550,000	-	550,000	-	-	
3330 Housing Development Fund	**R46000 Federal Revenues**	**No Program**	**550,000**	**-**	**550,000**	**-**	**-**	
3330 Housing Development Fund	48171 Settlements	No Program	-	-	-	-	-	
3330 Housing Development Fund	**R48000 Miscellaneous Revenues**	**No Program**	**-**	**-**	**-**	**-**	**-**	
3330 Housing Development Fund	**49999 Beginning Fund Balance**	**No Program**	**203,993**	**-**	**203,993**	**-**	**-**	
3330 Housing Development Fund	**Revenues Total Revenue**	**No Program**	**755,793**	**-**	**755,793**	**-**	**2,329**	**3,32**
3330 Housing Development Fund	60201 Miscellaneous Expense	No Program	-	-	-	-	-	27,00
3330 Housing Development Fund	60532 Client - Home Repairs	No Program	752,311	-	755,793	808	-	
3330 Housing Development Fund	**E60000 Operating Expenses**	**No Program**	**752,311**	**-**	**755,793**	**808**	**-**	**27,00**
3330 Housing Development Fund	80221 Cost Allocation Overhead Transfer	No Program	3,482	-	-	-	-	
3330 Housing Development Fund	**E80000 Transfers and Appropriations for Contingencies Expenses**	**No Program**	**3,482**	**-**	**-**	**-**	**-**	
3330 Housing Development Fund	**Expenses Total Expense**	**No Program**	**755,793**	**-**	**755,793**	**808**	**-**	**27,00**
3330 Housing Development Fund	**MPC_Budget Net Balance**	**No Program**	**0**	**-**	**0**	**808**	**2,329**	**23,67**
3331 First Time Homebuyer Loans	46052 General Revenue - Federal	No Program	550,000	-	550,000	-	-	
3331 First Time Homebuyer Loans	**R46000 Federal Revenues**	**No Program**	**550,000**	**-**	**550,000**	**-**	**-**	
3331 First Time Homebuyer Loans	**Revenues Total Revenue**	**No Program**	**550,000**	**-**	**550,000**	**-**	**-**	
3331 First Time Homebuyer Loans	60532 Client - Home Repairs	No Program	550,000	-	550,000	-	-	
3331 First Time Homebuyer Loans	**E60000 Operating Expenses**	**No Program**	**550,000**	**-**	**550,000**	**-**	**-**	
3331 First Time Homebuyer Loans	**Expenses Total Expense**	**No Program**	**550,000**	**-**	**550,000**	**-**	**-**	
3331 First Time Homebuyer Loans	**MPC_Budget Net Balance**	**No Program**	**0**	**-**	**0**	**-**	**-**	
Total Funds	**MPC_Net Balance**	**Total Program**	**(121,483)**	**-**	**(116,563)**	**(64,211)**	**2,329**	**(23,67**

Attachment: FY23 Requested Budget Study 5.10.22 (12781 : Requested Fiscal Year 2022-23 (FY23) Budget

Organization: County Counsel **Budget Unit #: 113**

Program Description:

County Counsel provides legal services to the Board of Supervisors and County officials. County Counsel is a statutory officer appointed by the Board of Supervisors and serves a four-year term. Legal services include providing legal opinions and advice, and preparing or reviewing contracts, leases, ordinances and resolutions. As legal advisor to the Board of Supervisors, County Counsel attends all Board meetings, both public and closed sessions. County Counsel handles civil litigation involving the County or its officers either directly or by supervising outside counsel hired by the County. Legal services are provided to outside agencies that the Board of Supervisors serve on – First 5 of Mariposa County, Area 12 Agency on Aging and the Mariposa County Water Agency.

The County Counsel's Risk Management Team is charged with protecting the County's assets (employees, physical and fiscal assets). Risk management services include administering the County's general liability, insurance, and safety programs, coordinating the defense of bodily injury and property damage suits, and reviewing County contracts for compliance with the County's insurance requirements.

Accomplishments:

- Provided legal and risk management services related to COVID-19 response and recovery.
- Provided legal and risk management services related to homeless issues.
- Reviewed and approved all ordinances and resolutions submitted to the Board and all contracts entered into by the County as to form and legal sufficiency.
- Managed all litigation filed by or against the County.
- Administered all claims filed for and against the County.
- Coordinated annual trainings for all County employees regarding fire extinguishers, active shooters, civil unrest, situational awareness, conflict de-escalation techniques, evacuation drills, and basic AED use.
- Coordinated and participated in quarterly meetings with the County Safety Committee and Department Safety Representatives who have worked together to continue to proactively establish and implement various safety practices throughout the County organization.
- Continued to develop an ergonomics evaluation program including performing 89 ergonomic evaluations from June 2021 through March 2022, which appear to be reducing the number of worker's compensation claims.
- Administered the County's insurance program, including completing renewal applications (11), obtaining special events insurance for County sponsored events, and obtaining certificates of insurance for departments, grants and agreements.

Goals and Objectives for Fiscal Year:

- Provide responsible legal advice and client service.
- Provide critical assistance to the Board and to County offices to enable them to carry out the County's policy goals.
- Provide assertive representation in civil litigation and administrative hearings.
- Provide prompt and effective assistance in the negotiation and drafting of contracts and other legal documents.
- Provide training and resources to enable the Office to achieve its goals.

Attachment: FY23 Requested Budget Study 5.10.22 (12781 : Requested Fiscal Year 2022-23 (FY23) Budget

Organization: County Counsel **Budget Unit #: 113**

- Provide active leadership that enables the County to protect the health, safety and welfare of its employees and the general public.
- Ensure that the physical and financial assets of the County are protected.
- Control County risks in the most efficient and cost-effective manner.

Requested Changes:

A significant increase in revenue is anticipated as a result of additional legal services being provided by County Counsel/Risk Management to the Health & Human Services Agency and to anticipated County projects requiring legal support.

Recommended Changes:

Final Budget Changes:

Attachment: FY23 Requested Budget Study 5.10.22 (12781 : Requested Fiscal Year 2022-23 (FY23) Budget

Mariposa County

Lineitem Worksheet - 113 - County Counsel
Revenues and Expenses:

Fund	Account	Program	Budget Requested 2022-2023	Budget Recommended 2022-2023	Budget Current 2021-2022	Actual Year to Date 2021-2022	Actual 2020-2021	Actual 2019-2020
1001 General Fund	49162 Interdepartmental Services Revenue	No Program	44,000	-	24,000	32,428	23,936	20,56
1001 General Fund	**R49000 Transfer In Revenues**	**No Program**	**44,000**	**-**	**24,000**	**32,428**	**23,936**	**20,56**
1001 General Fund	**Revenues Total Revenue**	**No Program**	**44,000**	**-**	**24,000**	**32,428**	**23,936**	**20,56**
1001 General Fund	51111 Regular salaries and wages	No Program	455,350	-	394,557	302,153	374,936	365,10
1001 General Fund	51112 Extra Help	No Program	-	-	18,168	10,530	4,077	12,02
1001 General Fund	51115 Overtime	No Program	-	-	-	244	-	
1001 General Fund	51202 Longevity Pay	No Program	1,199	-	6,653	5,302	6,428	6,21
1001 General Fund	51204 Confidential Stipend	No Program	6,848	-	6,574	4,917	6,148	5,94
1001 General Fund	51205 Out of Class Pay	No Program	5,630	-	-	6,870	-	
1001 General Fund	51206 Acting Assignment Pay	No Program	-	-	-	-	-	
1001 General Fund	52101 Retirement - Employer	No Program	47,313	-	40,945	31,466	41,982	43,12
1001 General Fund	52102 Unfunded Liability Payment Total	No Program	68,203	-	57,264	57,159	46,023	38,72
1001 General Fund	52103 Retirement - Employee	No Program	-	-	-	-	-	2
1001 General Fund	52201 Medical - Active Employees	No Program	40,256	-	34,919	28,478	37,675	37,13
1001 General Fund	52202 Dental - Active Employees	No Program	3,515	-	2,548	1,643	-	
1001 General Fund	52203 Vision - Active Employees	No Program	521	-	418	261	-	
1001 General Fund	52205 Life Insurance	No Program	346	-	289	232	288	27
1001 General Fund	52206 Cash Cafeteria Plan	No Program	9,858	-	8,215	5,865	8,220	8,22
1001 General Fund	52208 Medical Insurance Administrative Fee	No Program	122	-	92	54	-	
1001 General Fund	52301 Social Security Total	No Program	26,563	-	22,529	17,510	22,005	22,04
1001 General Fund	52302 Medicare Total	No Program	6,944	-	6,215	4,805	5,718	5,68
1001 General Fund	52303 SDI Total	No Program	4,491	-	2,545	2,258	-	2,18
1001 General Fund	52502 Group Health for Retirees	No Program	5,755	-	5,799	-	5,998	6,67
1001 General Fund	52503 Unemployment	No Program	-	-	-	-	-	
1001 General Fund	**E50000 Salary and Benefit Expenses**	**No Program**	**682,914**	**-**	**607,730**	**479,749**	**559,498**	**553,38**
1001 General Fund	60111 Training and Seminars	No Program	10,000	-	8,000	806	220	4,22
1001 General Fund	60121 Meals	No Program	-	-	-	264	-	
1001 General Fund	60122 Lodging	No Program	-	-	-	1,963	-	
1001 General Fund	60123 Mileage	No Program	3,500	-	2,300	868	-	88
1001 General Fund	60124 Transportation - Employee	No Program	-	-	-	405	-	
1001 General Fund	60153 Special Departmental Supplies	No Program	4,375	-	4,080	3,812	11,114	10,34
1001 General Fund	60181 Medical and Laboratory Expenses	No Program	-	-	-	28	-	
1001 General Fund	60191 Memberships	No Program	5,315	-	5,315	3,712	4,975	4,76
1001 General Fund	60201 Miscellaneous Expense	No Program	-	-	-	5,453	-	
1001 General Fund	60213 Office Supplies	No Program	3,000	-	3,000	1,028	2,526	4,03
1001 General Fund	60261 Unemployment Insurance	No Program	-	-	-	-	5,903	
1001 General Fund	60301 General Professional Services	No Program	30,000	-	30,000	194	13,138	20,15

Attachment: FY23 Requested Budget Study 5.10.22 (12781 : Requested Fiscal Year 2022-23 (FY23) Budget

Mariposa County

Lineitem Worksheet - 113 - County Counsel
Revenues and Expenses:

Fund	Account	Program	Budget Requested 2022-2023	Budget Recommended 2022-2023	Budget Current 2021-2022	Actual Year to Date 2021-2022	Actual 2020-2021	Actual 2019-2020
1001 General Fund	60318 Legal Services	No Program	-	-	-	-	-	78,95
1001 General Fund	60421 Equipment	No Program	700	-	-	-	-	
1001 General Fund	60431 Software	No Program	-	-	-	336	-	
1001 General Fund	60621 County Vehicle Expense	No Program	450	-	-	-	-	3
1001 General Fund	**E60000 Operating Expenses**	**No Program**	**57,340**	**-**	**52,695**	**18,868**	**37,876**	**123,40**
1001 General Fund	70111 Community and Office Buildings	No Program	5,900	-	-	-	-	
1001 General Fund	**E70000 Fixed Asset Expenses**	**No Program**	**5,900**	**-**	**-**	**-**	**-**	
1001 General Fund	80231 General Insurance	No Program	15,326	-	19,660	4,915	23,464	23,41
1001 General Fund	**E80000 Transfers and Appropriations for Contingencies Expenses**	**No Program**	**15,326**	**-**	**19,660**	**4,915**	**23,464**	**23,41**
1001 General Fund	**Expenses Total Expense**	**No Program**	**761,480**	**-**	**680,085**	**503,532**	**620,838**	**700,20**
1001 General Fund	**MPC_Budget Net Balance**	**No Program**	**717,480**	**-**	**656,085**	**471,104**	**596,902**	**679,64**
Total Funds	**MPC_Net Balance**	**Total Program**	**(717,480)**	**-**	**(656,085)**	**(471,104)**	**(596,902)**	**(679,642**

Attachment: FY23 Requested Budget Study 5.10.22 (12781 : Requested Fiscal Year 2022-23 (FY23) Budget

Organization: Human Resources/Risk Management **Budget Unit #: 115**

Program Description:

The County's Human Resources Division is responsible for: maintaining and updating the County's classification and compensation system; overseeing employee and labor relations, including collective bargaining; administering the County's recruitment process; developing, administering and conducting Countywide training programs; maintaining and processing employee personnel records; and making recommendations to the Board of Supervisors regarding operational, policy guidance and other personnel matters. Mariposa County's Human Resources programs are operated to provide equal employment opportunities to all applicants and employees.

Accomplishments:

- Successfully completed labor negotiations with the Deputy Sheriffs' Association and the Sheriffs' Management Association bargaining units.
- Implemented and monitored a County employee COVID-19 testing policy and ensured that the County remained in compliance with all laws pertaining to County employment including leaves.
- Participated in the implementation of the new Enterprise Resource Planning system, and successfully transitioned several HR programs into the new system.
- Successfully recruited for a new Director of Public Works and Transportation.
- Transitioned onboarding and benefits from the Auditor's office to HR.
- Worked with unions on employment-related issues.
- Concluded various personnel investigations.

Goals and Objectives for Fiscal Year:

- Transition additional HR programs to the new Enterprise Resource Planning (ERP) system.
- Review classifications and job descriptions to gain consistency in career ladders and minimum qualifications respectively.
- Conduct a County-wide structure review, post COVID-19.
- Create Human Resource metrics to communicate overall HR health for Mariposa County.

Requested Changes:

Requested personnel changes include an upward move of the Administrative Analyst I incumbent to the Administrative Analyst II class as well as adding a full-time Administrative Technician allocation to assist with the ongoing workload increase within the office. Continued funding is requested for the BRAVO! Employee Appreciation Program; the Supervisory and Leadership Academy training; the NEOGOV online employment application system; labor relations issues; and consultation costs for classification work and onsite and online Countywide professional development training.

Attachment: FY23 Requested Budget Study 5.10.22 (12781 : Requested Fiscal Year 2022-23 (FY23) Budget

Mariposa County

Lineitem Worksheet - 115 - Human Resources
Revenues and Expenses:

Fund	Account	Program	Budget Requested 2022-2023	Budget Recommended 2022-2023	Budget Current 2021-2022	Actual Year to Date 2021-2022	Actual 2020-2021	Actual 2019-2020
1001 General Fund	48189 Miscellaneous Revenue Account	No Program	-	-	-	-	-	1
1001 General Fund	**R48000 Miscellaneous Revenues**	**No Program**	**-**	**-**	**-**	**-**	**-**	**1**
1001 General Fund	**Revenues Total Revenue**	**No Program**	**-**	**-**	**-**	**-**	**-**	**1**
1001 General Fund	51111 Regular salaries and wages	No Program	369,562	-	305,680	200,783	207,747	293,09
1001 General Fund	51112 Extra Help	No Program	-	-	0	-	-	21,11
1001 General Fund	51202 Longevity Pay	No Program	2,750	-	1,100	825	1,104	11,60
1001 General Fund	51204 Confidential Stipend	No Program	5,049	-	4,710	3,523	4,475	5,40
1001 General Fund	51205 Out of Class Pay	No Program	-	-	-	3,407	1,855	
1001 General Fund	52101 Retirement - Employer	No Program	38,529	-	30,831	20,422	23,663	36,57
1001 General Fund	52102 Unfunded Liability Payment Total	No Program	55,539	-	43,119	43,040	35,514	32,86
1001 General Fund	52103 Retirement - Employee	No Program	-	-	-	-	-	18
1001 General Fund	52201 Medical - Active Employees	No Program	44,249	-	28,098	19,638	22,807	35,25
1001 General Fund	52202 Dental - Active Employees	No Program	3,586	-	3,059	1,527	-	
1001 General Fund	52203 Vision - Active Employees	No Program	610	-	506	255	-	
1001 General Fund	52205 Life Insurance	No Program	346	-	289	203	210	28
1001 General Fund	52206 Cash Cafeteria Plan	No Program	8,215	-	8,215	6,162	8,220	8,92
1001 General Fund	52208 Medical Insurance Administrative Fee	No Program	122	-	61	31	-	
1001 General Fund	52301 Social Security Total	No Program	23,722	-	19,222	12,574	13,660	21,97
1001 General Fund	52302 Medicare Total	No Program	5,591	-	4,496	3,049	3,194	5,45
1001 General Fund	52303 SDI Total	No Program	3,856	-	2,076	1,532	-	1,99
1001 General Fund	52401 Accrued Benefits	No Program	-	-	-	1,619	1,561	38,38
1001 General Fund	52502 Group Health for Retirees	No Program	23,008	-	23,609	-	19,619	4,27
1001 General Fund	52503 Unemployment	No Program	-	-	-	-	3,641	10,34
1001 General Fund	**E50000 Salary and Benefit Expenses**	**No Program**	**584,734**	**-**	**475,071**	**318,589**	**347,270**	**527,72**
1001 General Fund	60105 Employee Appreciation	No Program	6,000	-	8,000	2,060	3,751	4,59
1001 General Fund	60111 Training and Seminars	No Program	2,500	-	2,500	-	-	80
1001 General Fund	60113 Training In Service	No Program	6,500	-	6,500	-	-	5,60
1001 General Fund	60123 Mileage	No Program	500	-	500	-	-	
1001 General Fund	60191 Memberships	No Program	1,000	-	1,000	-	-	
1001 General Fund	60211 Copy Machine Expense	No Program	2,400	-	2,400	1,487	2,201	2,35
1001 General Fund	60213 Office Supplies	No Program	4,000	-	4,000	483	2,079	3,42
1001 General Fund	60301 General Professional Services	No Program	50,000	-	79,000	-	99,824	19,81
1001 General Fund	60319 Employee Relations Legal Professional Services	No Program	50,000	-	75,000	8,430	13,272	101,44
1001 General Fund	60323 Recruitment Services	No Program	2,500	-	2,500	-	-	
1001 General Fund	60371 Bank Fees	No Program	-	-	-	-	-	
1001 General Fund	60381 Publications and Legal Notices	No Program	5,000	-	7,120	1,190	3,201	4,72
1001 General Fund	60392 Rents and Leases - Buildings	No Program	15,000	-	15,000	11,321	13,383	13,05

Attachment: FY23 Requested Budget Study 5.10.22 (12781 : Requested Fiscal Year 2022-23 (FY23) Budget

Mariposa County

Lineitem Worksheet - 115 - Human Resources
Revenues and Expenses:

Fund	Account	Program	Budget Requested 2022-2023	Budget Recommended 2022-2023	Budget Current 2021-2022	Actual Year to Date 2021-2022	Actual 2020-2021	Actual 2019-2020
1001 General Fund	60411 Telephone and Internet	No Program	720	-	720	478	622	59
1001 General Fund	60412 Propane	No Program	60	-	-	171	-	
1001 General Fund	60414 Electricity	No Program	2,000	-	3,000	0	1,649	1,70
1001 General Fund	60421 Equipment	No Program	-	-	-	-	-	16
1001 General Fund	60431 Software	No Program	13,200	-	12,400	306	35,976	37,09
1001 General Fund	60621 County Vehicle Expense	No Program	-	-	-	-	-	
1001 General Fund	**E60000 Operating Expenses**	**No Program**	**161,380**	**-**	**219,640**	**25,925**	**175,958**	**195,36**
1001 General Fund	80231 General Insurance	No Program	10,495	-	9,363	2,341	6,100	4,61
1001 General Fund	**E80000 Transfers and Appropriations for Contingencies Expenses**	**No Program**	**10,495**	**-**	**9,363**	**2,341**	**6,100**	**4,61**
1001 General Fund	**Expenses Total Expense**	**No Program**	**756,609**	**-**	**704,074**	**346,856**	**529,328**	**727,71**
1001 General Fund	**MPC_Budget Net Balance**	**No Program**	**756,609**	**-**	**704,074**	**346,856**	**529,328**	**727,69**
Total Funds	**MPC_Net Balance**	**Total Program**	**(756,609)**	**-**	**(704,074)**	**(346,856)**	**(529,328)**	**(727,696**

Attachment: FY23 Requested Budget Study 5.10.22 (12781 : Requested Fiscal Year 2022-23 (FY23) Budget

Organization: County Clerk / Treasurer Tax Collector **Budget Unit #: 120**

Program Description:

The County Clerk's mission is to provide exceptional customer service when assisting the public. The staff is dedicated to providing this assistance in a professional and friendly manner, using their many years of experience to ensure the best in effective customer service.

The Mariposa County Clerk Department is responsible for a large array of public services. Marriage licenses, U.S. passport applications, Fictitious Business Name Statements, Notary Public Filings, and Statements of Economic Interests are all processed and maintained at the County Clerk's office.

Accomplishments:

- Provided support to the Elections Department during the November Presidential General Election.
- Completed the transition to online filing for Statement of Economic Interests (Form 700).

Goals and Objectives for Fiscal Year:

- Gain approval for department staffing reorganization plan.
- Provide support to the Elections Department for the June Primary Election in 2022 and for a potential special recall election late in 2021.
- Conduct a fee study in order to offset costs of obtaining new software for County Clerk functions

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Other Department Funds

3400 Vital Health – Clerk
A portion of fees collected for recording vital statistics are deposited into this fund and are dedicated to purchasing support equipment or any operational support related to vital statistics.

Requested Changes:

The overall budget is increasing slightly due to insurance and salaries.

Recommended Changes:

Attachment: FY23 Requested Budget Study 5.10.22 (12781 : Requested Fiscal Year 2022-23 (FY23) Budget

Mariposa County

Lineitem Worksheet - 120 - County Clerk
Revenues and Expenses:

Fund	Account	Program	Budget Requested 2022-2023	Budget Recommended 2022-2023	Budget Current 2021-2022	Actual Year to Date 2021-2022	Actual 2020-2021	Actual 2019-2020
1001 General Fund	47371 Clerk Fees General	No Program	26,000	-	28,000	14,768	21,795	21,82
1001 General Fund	47374 Passport Express Mailing	No Program	425	-	300	391	342	12
1001 General Fund	**R47000 Fees For Service Revenues**	**No Program**	**26,425**	**-**	**28,300**	**15,159**	**22,137**	**21,95**
1001 General Fund	**Revenues Total Revenue**	**No Program**	**26,425**	**-**	**28,300**	**15,159**	**22,137**	**21,95**
1001 General Fund	51111 Regular salaries and wages	No Program	54,920	-	96,389	70,184	88,708	84,17
1001 General Fund	51112 Extra Help	No Program	-	-	-	-	-	72
1001 General Fund	51115 Overtime	No Program	900	-	600	854	594	63
1001 General Fund	51116 Extra Straight Time Hours	No Program	-	-	-	-	-	19
1001 General Fund	51201 FLSA Adjustment	No Program	-	-	-	-	1	
1001 General Fund	51202 Longevity Pay	No Program	1,558	-	850	638	600	50
1001 General Fund	51205 Out of Class Pay	No Program	-	-	4,400	1,803	4,036	1,70
1001 General Fund	52101 Retirement - Employer	No Program	5,766	-	10,030	7,507	9,907	9,47
1001 General Fund	52102 Unfunded Liability Payment Total	No Program	8,312	-	14,027	14,001	11,194	9,91
1001 General Fund	52201 Medical - Active Employees	No Program	12,228	-	26,157	20,353	28,675	27,96
1001 General Fund	52202 Dental - Active Employees	No Program	989	-	2,506	1,455	-	
1001 General Fund	52203 Vision - Active Employees	No Program	157	-	260	152	-	
1001 General Fund	52205 Life Insurance	No Program	33	-	61	48	60	5
1001 General Fund	52206 Cash Cafeteria Plan	No Program	-	-	-	-	-	
1001 General Fund	52208 Medical Insurance Administrative Fee	No Program	31	-	61	36	-	
1001 General Fund	52301 Social Security Total	No Program	3,558	-	5,576	4,081	5,234	4,83
1001 General Fund	52302 Medicare Total	No Program	832	-	1,305	955	1,222	1,14
1001 General Fund	52303 SDI Total	No Program	565	-	1,149	857	-	87
1001 General Fund	52401 Accrued Benefits	No Program	-	-	-	-	-	
1001 General Fund	52502 Group Health for Retirees	No Program	9,649	-	8,840	-	8,437	8,56
1001 General Fund	52503 Unemployment	No Program	-	-	-	-	30	
1001 General Fund	**E50000 Salary and Benefit Expenses**	**No Program**	**99,498**	**-**	**172,211**	**122,924**	**158,698**	**150,76**
1001 General Fund	60111 Training and Seminars	No Program	-	-	-	-	-	
1001 General Fund	60123 Mileage	No Program	-	-	-	-	-	
1001 General Fund	60191 Memberships	No Program	450	-	450	-	450	40
1001 General Fund	60211 Copy Machine Expense	No Program	2,400	-	2,400	1,926	3,049	3,05
1001 General Fund	60213 Office Supplies	No Program	1,000	-	1,000	-	495	76
1001 General Fund	60214 Postage	No Program	1,900	-	1,900	-	-	
1001 General Fund	60216 Storage - File, Furniture, and Equipment	No Program	750	-	750	-	750	75
1001 General Fund	60301 General Professional Services	No Program	-	-	-	-	-	
1001 General Fund	60371 Bank Fees	No Program	-	-	-	10	-	
1001 General Fund	60392 Rents and Leases - Buildings	No Program	179	-	174	82	179	17
1001 General Fund	60411 Telephone and Internet	No Program	-	-	40	-	-	

Attachment: FY23 Requested Budget Study 5.10.22 (12781 : Requested Fiscal Year 2022-23 (FY23) Budget

Mariposa County

Lineitem Worksheet - 120 - County Clerk
Revenues and Expenses:

			Budget			Actual		
			Requested	Recommended	Current	Year to Date		
Fund	Account	Program	2022-2023	2022-2023	2021-2022	2021-2022	2020-2021	2019-2020
1001 General Fund	60431 Software	No Program	9,650	-	9,447	9,447	9,025	9,02
1001 General Fund	**E60000 Operating Expenses**	**No Program**	**16,329**	**-**	**16,161**	**11,465**	**13,948**	**14,18**
1001 General Fund	80231 General Insurance	No Program	4,342	-	1,813	453	1,616	1,74
1001 General Fund	**E80000 Transfers and Appropriations for Contingencies Expenses**	**No Program**	**4,342**	**-**	**1,813**	**453**	**1,616**	**1,74**
1001 General Fund	**Expenses Total Expense**	**No Program**	**120,169**	**-**	**190,185**	**134,842**	**174,262**	**166,69**
1001 General Fund	**MPC_Budget Net Balance**	**No Program**	**93,744**	**-**	**161,885**	**119,683**	**152,125**	**144,73**
3400 Vitals - Clerk	44201 Interest From Investments	No Program	20	-	20	-	23	3
3400 Vitals - Clerk	**R44000 Interest Revenues**	**No Program**	**20**	**-**	**20**	**-**	**23**	**3**
3400 Vitals - Clerk	47371 Clerk Fees General	No Program	100	-	100	43	62	11
3400 Vitals - Clerk	47373 Clerk-Vital H&S 103526	No Program	20	-	20	7	10	1
3400 Vitals - Clerk	**R47000 Fees For Service Revenues**	**No Program**	**120**	**-**	**120**	**49**	**72**	**13**
3400 Vitals - Clerk	**49999 Beginning Fund Balance**	**No Program**	**2,187**	**-**	**2,001**	**-**	**-**	
3400 Vitals - Clerk	**Revenues Total Revenue**	**No Program**	**2,327**	**-**	**2,141**	**49**	**95**	**16**
3400 Vitals - Clerk	60201 Miscellaneous Expense	No Program	1,307	-	1,121	-	-	
3400 Vitals - Clerk	60213 Office Supplies	No Program	20	-	20	-	-	
3400 Vitals - Clerk	60421 Equipment	No Program	1,000	-	1,000	-	-	
3400 Vitals - Clerk	**E60000 Operating Expenses**	**No Program**	**2,327**	**-**	**2,141**	**-**	**-**	
3400 Vitals - Clerk	**Expenses Total Expense**	**No Program**	**2,327**	**-**	**2,141**	**-**	**-**	
3400 Vitals - Clerk	**MPC_Budget Net Balance**	**No Program**	**0**	**-**	**0**	**49**	**95**	**16**
Total Funds	**MPC_Net Balance**	**Total Program**	**(93,744)**	**-**	**(161,885)**	**(119,634)**	**(152,030)**	**(144,569**

Attachment: FY23 Requested Budget Study 5.10.22 (12781 : Requested Fiscal Year 2022-23 (FY23) Budget

Organization: Elections / County Clerk **Budget Unit #: 121**

Program Description:

The Elections Office is dedicated to ensuring that all eligible voters are able to exercise their right to vote and strives for the highest degree of integrity to ensure public confidence in the election process.

The Election Department is a division of the County Clerk's office and is overseen by the Registrar of Voters. The staff of the Elections Department is responsible for all aspects of voting and elections, including: registering new voters, updating voter information, maintaining the voter registration file, arranging for all polling locations recruiting and training polling place workers, administering federal, state, and local elections, informing candidates of nomination processes and campaign reporting laws, and processing filed candidate and campaign statements.

Accomplishments:

- Conducted a successful November Presidential General Election in 2020, during Covid-19 restrictions.
- Verified and reported to the California Secretary of State over signatures on California Governor Recall petitions.

Goals and Objectives for Fiscal Year:

- Department staffing reorganization plan.
- Conduct the June Primary Election in 2022 and prepare for a potential special recall election late in 2021.
- Continue to explore best practices and most effective outreach methods as a Voter Choice Act (VCA) County.

Requested Changes:

None.

Recommended Changes:

Final Budget Changes:

Attachment: FY23 Requested Budget Study 5.10.22 (12781 : Requested Fiscal Year 2022-23 (FY23) Budget

Mariposa County

Lineitem Worksheet - 121 - Elections
Revenues and Expenses:

Fund	Account	Program	Budget Requested 2022-2023	Budget Recommended 2022-2023	Budget Current 2021-2022	Actual Year to Date 2021-2022	Actual 2020-2021	Actual 2019-2020
1001 General Fund	45063 State Grant Revenue - State	No Program	15,000	-	30,000	-	-	
1001 General Fund	45542 Elections/Reimbursements - State	No Program	-	-	79,275	64,275	2,535	1,11
1001 General Fund	45546 Voting Modernization - State	No Program	52,000	-	52,000	-	0	102,41
1001 General Fund	45552 HAVA - Elections Grant - State	No Program	-	-	-	-	23,452	
1001 General Fund	**R45000 State Revenues**	**No Program**	**67,000**	**-**	**161,275**	**64,275**	**25,987**	**103,52**
1001 General Fund	49162 Interdepartmental Services Revenue	No Program	3,500	-	3,500	13,156	3,420	5,31
1001 General Fund	**R49000 Transfer In Revenues**	**No Program**	**3,500**	**-**	**3,500**	**13,156**	**3,420**	**5,31**
1001 General Fund	**Revenues Total Revenue**	**No Program**	**70,500**	**-**	**164,775**	**77,431**	**29,407**	**108,84**
1001 General Fund	51111 Regular salaries and wages	No Program	47,333	-	125,659	94,471	117,501	101,58
1001 General Fund	51112 Extra Help	No Program	2,500	-	800	2,116	736	4,42
1001 General Fund	51115 Overtime	No Program	500	-	250	415	302	10
1001 General Fund	51116 Extra Straight Time Hours	No Program	-	-	-	-	58	
1001 General Fund	51201 FLSA Adjustment	No Program	-	-	-	-	1	
1001 General Fund	51202 Longevity Pay	No Program	-	-	850	638	852	14
1001 General Fund	52101 Retirement - Employer	No Program	4,833	-	13,410	10,166	13,127	11,38
1001 General Fund	52102 Unfunded Liability Payment Total	No Program	6,966	-	18,755	18,721	15,203	12,24
1001 General Fund	52201 Medical - Active Employees	No Program	12,103	-	22,343	17,474	24,511	20,61
1001 General Fund	52202 Dental - Active Employees	No Program	783	-	2,062	1,197	-	
1001 General Fund	52203 Vision - Active Employees	No Program	147	-	349	204	-	
1001 General Fund	52205 Life Insurance	No Program	38	-	104	82	108	10
1001 General Fund	52206 Cash Cafeteria Plan	No Program	52	-	341	154	368	59
1001 General Fund	52208 Medical Insurance Administrative Fee	No Program	44	-	61	36	-	
1001 General Fund	52301 Social Security Total	No Program	2,969	-	7,566	5,743	7,064	6,02
1001 General Fund	52302 Medicare Total	No Program	731	-	1,781	1,343	1,663	1,48
1001 General Fund	52303 SDI Total	No Program	474	-	1,540	1,126	-	1,02
1001 General Fund	52502 Group Health for Retirees	No Program	9,649	-	9,236	-	8,826	8,97
1001 General Fund	**E50000 Salary and Benefit Expenses**	**No Program**	**89,122**	**-**	**205,107**	**153,885**	**190,320**	**168,70**
1001 General Fund	60111 Training and Seminars	No Program	2,000	-	2,000	943	512	45
1001 General Fund	60121 Meals	No Program	250	-	-	12	-	
1001 General Fund	60122 Lodging	No Program	150	-	-	699	-	
1001 General Fund	60123 Mileage	No Program	400	-	300	-	154	19
1001 General Fund	60124 Transportation - Employee	No Program	-	-	-	581	-	
1001 General Fund	60153 Special Departmental Supplies	No Program	65,000	-	138,075	52,019	44,305	70,66
1001 General Fund	60191 Memberships	No Program	-	-	-	440	-	
1001 General Fund	60201 Miscellaneous Expense	No Program	-	-	-	4,944	-	
1001 General Fund	60213 Office Supplies	No Program	2,000	-	2,000	7,827	421	65
1001 General Fund	60214 Postage	No Program	5,000	-	5,000	-	-	

Attachment: FY23 Requested Budget Study 5.10.22 (12781 : Requested Fiscal Year 2022-23 (FY23) Budget

Mariposa County

Lineitem Worksheet - 121 - Elections
Revenues and Expenses:

Fund	Account	Program	Budget Requested 2022-2023	Budget Recommended 2022-2023	Budget Current 2021-2022	Actual Year to Date 2021-2022	Actual 2020-2021	Actual 2019-2020
1001 General Fund	60216 Storage - File, Furniture, and Equipment	No Program	-	-	-	750	-	
1001 General Fund	60301 General Professional Services	No Program	-	-	-	-	19,490	
1001 General Fund	60391 Rents and Leases - Equipment	No Program	52,322	-	52,322	52,321	-	52,18
1001 General Fund	60392 Rents and Leases - Buildings	No Program	2,667	-	2,667	2,366	2,700	2,57
1001 General Fund	60411 Telephone and Internet	No Program	450	-	450	383	498	47
1001 General Fund	60421 Equipment	No Program	-	-	-	-	-	1,64
1001 General Fund	60431 Software	No Program	15,720	-	15,720	11,790	14,700	15,08
1001 General Fund	**E60000 Operating Expenses**	**No Program**	**145,959**	**-**	**218,534**	**135,075**	**82,780**	**143,93**
1001 General Fund	80231 General Insurance	No Program	5,363	-	2,266	567	2,136	1,68
1001 General Fund	**E80000 Transfers and Appropriations for Contingencies Expenses**	**No Program**	**5,363**	**-**	**2,266**	**567**	**2,136**	**1,68**
1001 General Fund	**Expenses Total Expense**	**No Program**	**240,444**	**-**	**425,907**	**289,526**	**275,236**	**314,33**
1001 General Fund	**MPC_Budget Net Balance**	**No Program**	**169,944**	**-**	**261,132**	**212,096**	**245,829**	**205,49**
Total Funds	**MPC_Net Balance**	**Total Program**	**(169,944)**	**-**	**(261,132)**	**(212,096)**	**(245,829)**	**(205,490**

Attachment: FY23 Requested Budget Study 5.10.22 (12781 : Requested Fiscal Year 2022-23 (FY23) Budget

Organization: Economic Development / Administration **Budget Unit #: 143**

Program Description:
Responsibilities of this division are comprised of both Economic Development and Business Development activities. These include: pursuing sustainable economic growth in the way of attraction and recruitment, business retention/expansion, expanding job opportunities, securing workforce development, broadening support for recognition of the arts and culture through the development of programs and partnerships, and grant writing to launch economic development projects/programs. The County Administrative Officer has oversight of the staff responsible for these activities.

Other Department Funds

3424 Microenterprise Business Assistance Grants
This fund was established to account for grants from the State of California Department of Housing and Community Development (HCD) Community Development Block Grant (CDBG) for a Microenterprise and Business Assistance Program. The intent of these programs is to stimulate economic development, provide "gap" capital financing for businesses with demonstrated need, and create or retain permanent jobs with living wages in the County. Per HCD's requirement, the County has hired a consultant, Valley Small Business Development Corporation (VSBDC) to perform underwriting services to finance micro-enterprise and business assistance loans and grants.

3425 Business Relief Program
This fund was established to account for a program income grant from the State of California Department of Housing and Community Development (HCD) Community Development Block Grant (CDBG) for the Safety and Freedom Enhancement (SAFE) grant program that reimburses local businesses for Covid-related out-of-pocket expenses.

In addition, this fund accounts for a grant from the State of California Department of Housing and Community Development CV program, which received funding from the CARES Act to help mitigate the economic impact of Covid-19. The intent of the program was to provide grant funding to local businesses that experienced gross revenue loss due to Covid-19 and help retain jobs and recoup revenue losses.

3601 OSBA Microenterprise Covid-19 Business Relief Program
This program was established to account for a grant from the Office of Small Business Advocate (OSBA), Governor's Office of Business Development (GoBiz) to provide $2500 grants to microenterprise organizations (for-profits and nonprofits) with less than 5 employees and less than $50,000 of gross revenue.

3602 USDA Grant Countywide Market Study
This budget was established to account for a United States Department of Agriculture (USDA) grant that funded the implementation of a countywide market study, which includes completion of a business inventory and a gap analysis to determine opportunities for economic growth.

Requested Changes:
Several new grants (listed above) have been awarded in the past year in support of Mariposa County economic development.

Packet Pg. 537

Attachment: FY23 Requested Budget Study 5.10.22 (12781 : Requested Fiscal Year 2022-23 (FY23) Budget

Mariposa County

Lineitem Worksheet - 143 - Economic Development
Revenues and Expenses:

Fund	Account	Program	Budget Requested 2022-2023	Budget Recommended 2022-2023	Budget Current 2021-2022	Actual Year to Date 2021-2022	Actual 2020-2021	Actual 2019-2020
1001 General Fund	48141 PG&E Grant	No Program	-	-	-	-	-	2,1
1001 General Fund	**R48000 Miscellaneous Revenues**	**No Program**	**-**	**-**	**-**	**-**	**-**	**2,1**
1001 General Fund	49101 Transfer In - General	No Program	93,702	-	-	-	-	
1001 General Fund	**R49000 Transfer In Revenues**	**No Program**	**93,702**	**-**	**-**	**-**	**-**	
1001 General Fund	**Revenues Total Revenue**	**No Program**	**93,702**	**-**	**-**	**-**	**-**	**2,1**
1001 General Fund	51111 Regular salaries and wages	No Program	86,532	-	83,062	62,555	80,252	77,6
1001 General Fund	51115 Overtime	No Program	-	-	-	-	1,278	
1001 General Fund	52101 Retirement - Employer	No Program	8,835	-	8,805	6,629	8,900	8,6
1001 General Fund	52102 Unfunded Liability Payment Total	No Program	12,736	-	12,314	12,291	9,364	9,1
1001 General Fund	52201 Medical - Active Employees	No Program	15,380	-	14,906	11,535	15,907	15,4
1001 General Fund	52202 Dental - Active Employees	No Program	989	-	997	579	-	
1001 General Fund	52203 Vision - Active Employees	No Program	157	-	157	92	-	
1001 General Fund	52205 Life Insurance	No Program	87	-	80	63	84	
1001 General Fund	52206 Cash Cafeteria Plan	No Program	-	-	0	-	-	
1001 General Fund	52208 Medical Insurance Administrative Fee	No Program	31	-	31	18	-	
1001 General Fund	52301 Social Security Total	No Program	5,365	-	5,120	3,847	5,023	4,7
1001 General Fund	52302 Medicare Total	No Program	1,255	-	1,197	899	1,171	1,1
1001 General Fund	52303 SDI Total	No Program	865	-	1,009	729	-	7
1001 General Fund	**E50000 Salary and Benefit Expenses**	**No Program**	**132,232**	**-**	**127,678**	**99,237**	**121,979**	**117,6**
1001 General Fund	60111 Training and Seminars	No Program	6,000	-	2,000	800	12	4,4
1001 General Fund	60123 Mileage	No Program	1,000	-	-	92	151	1,1
1001 General Fund	60191 Memberships	No Program	1,350	-	350	1,350	3,375	4
1001 General Fund	60201 Miscellaneous Expense	No Program	-	-	-	123	-	
1001 General Fund	60213 Office Supplies	No Program	200	-	200	-	-	2
1001 General Fund	60301 General Professional Services	No Program	-	-	-	-	500	2,1
1001 General Fund	60381 Publications and Legal Notices	No Program	1,000	-	1,000	-	1,415	
1001 General Fund	60392 Rents and Leases - Buildings	No Program	-	-	-	-	-	4
1001 General Fund	60431 Software	No Program	5,500	-	5,500	5,043	5,255	3,7
1001 General Fund	60441 Fuel	No Program	-	-	0	-	-	
1001 General Fund	60505 Client - Community Economic Development Contributions	No Program	-	-	-	-	-	2,5
1001 General Fund	60508 Client - Community Education and Engagement	No Program	-	-	-	-	-	1
1001 General Fund	**E60000 Operating Expenses**	**No Program**	**15,050**	**-**	**9,050**	**7,408**	**10,708**	**15,2**
1001 General Fund	80231 General Insurance	No Program	3,340	-	1,493	373	1,708	1,5
1001 General Fund	**E80000 Transfers and Appropriations for Contingencies Expenses**	**No Program**	**3,340**	**-**	**1,493**	**373**	**1,708**	**1,5**
1001 General Fund	**Expenses Total Expense**	**No Program**	**150,622**	**-**	**138,221**	**107,018**	**134,395**	**134,4**
1001 General Fund	**MPC_Budget Net Balance**	**No Program**	**56,920**	**-**	**138,221**	**107,018**	**134,395**	**132,3**
3424 Micro Assistance Loans	44101 Interest - Pearce	No Program	200	-	223	-	-	
3424 Micro Assistance Loans	44102 Interest - Lawson	No Program	100	-	109	3	134	
3424 Micro Assistance Loans	44103 Interest - Beesley	No Program	-	-	-	-	-	
3424 Micro Assistance Loans	44201 Interest From Investments	No Program	-	-	-	-	949	1,4
3424 Micro Assistance Loans	**R44000 Interest Revenues**	**No Program**	**300**	**-**	**332**	**3**	**1,083**	**1,4**
3424 Micro Assistance Loans	46052 General Revenue - Federal	No Program	750,000	-	500,000	-	-	
3424 Micro Assistance Loans	**R46000 Federal Revenues**	**No Program**	**750,000**	**-**	**500,000**	**-**	**-**	
3424 Micro Assistance Loans	**49999 Beginning Fund Balance**	**No Program**	**10,480**	**-**	**10,476**	**-**	**-**	

Attachment: FY23 Requested Budget Study 5.10.22 (12781 : Requested Fiscal Year 2022-23 (FY23) Budget

Mariposa County

Lineitem Worksheet - 143 - Economic Development
Revenues and Expenses:

Fund	Account	Program	Budget Requested 2022-2023	Budget Recommended 2022-2023	Budget Current 2021-2022	Actual Year to Date 2021-2022	Actual 2020-2021	Actual 2019-2020
3424 Micro Assistance Loans	**Revenues Total Revenue**	**No Program**	**760,780**	**-**	**510,808**	**3**	**1,083**	**1,4**
3424 Micro Assistance Loans	60201 Miscellaneous Expense	No Program	10,780	-	10,808	-	-	3
3424 Micro Assistance Loans	60505 Client - Community Economic Development Contributions	No Program	693,750	-	500,000	-	-	
3424 Micro Assistance Loans	**E60000 Operating Expenses**	**No Program**	**704,530**	**-**	**510,808**	**-**	**-**	**3**
3424 Micro Assistance Loans	80111 Transfer Out - General	No Program	56,250	-	-	-	78,500	
3424 Micro Assistance Loans	**E80000 Transfers and Appropriations for Contingencies Expenses**	**No Program**	**56,250**	**-**	**-**	**-**	**78,500**	
3424 Micro Assistance Loans	**Expenses Total Expense**	**No Program**	**760,780**	**-**	**510,808**	**-**	**78,500**	**3**
3424 Micro Assistance Loans	**MPC_Budget Net Balance**	**No Program**	**0**	**-**	**0**	**3**	**77,417**	**1,0**
3425 Business Relief Program	46052 General Revenue - Federal	No Program	-	-	250,000	-	-	
3425 Business Relief Program	**R46000 Federal Revenues**	**No Program**	**-**	**-**	**250,000**	**-**	**-**	
3425 Business Relief Program	49101 Transfer In - General	No Program	-	-	-	-	78,500	
3425 Business Relief Program	**R49000 Transfer In Revenues**	**No Program**	**-**	**-**	**-**	**-**	**78,500**	
3425 Business Relief Program	**49999 Beginning Fund Balance**	**No Program**	**32,698**	**-**	**42,883**	**-**	**-**	
3425 Business Relief Program	**Revenues Total Revenue**	**No Program**	**32,698**	**-**	**292,883**	**-**	**78,500**	
3425 Business Relief Program	60201 Miscellaneous Expense	No Program	-	-	42,883	-	333	
3425 Business Relief Program	60505 Client - Community Economic Development Contributions	No Program	32,698	-	250,000	11,985	37,144	
3425 Business Relief Program	**E60000 Operating Expenses**	**No Program**	**32,698**	**-**	**292,883**	**11,985**	**37,477**	
3425 Business Relief Program	**Expenses Total Expense**	**No Program**	**32,698**	**-**	**292,883**	**11,985**	**37,477**	
3425 Business Relief Program	**MPC_Budget Net Balance**	**No Program**	**0**	**-**	**0**	**11,985**	**41,023**	
3601 Business Relief Grants 20-CDBG-CV-2-3-00074	46052 General Revenue - Federal	No Program	499,358	-	499,358	-	-	
3601 Business Relief Grants 20-CDBG-CV-2-3-00074	**R46000 Federal Revenues**	**No Program**	**499,358**	**-**	**499,358**	**-**	**-**	
3601 Business Relief Grants 20-CDBG-CV-2-3-00074	**49999 Beginning Fund Balance**	**No Program**	**(150,162)**	**-**	**-**	**-**	**-**	
3601 Business Relief Grants 20-CDBG-CV-2-3-00074	**Revenues Total Revenue**	**No Program**	**349,196**	**-**	**499,358**	**-**	**-**	
3601 Business Relief Grants 20-CDBG-CV-2-3-00074	60505 Client - Community Economic Development Contributions	No Program	311,744	-	499,358	150,162	-	
3601 Business Relief Grants 20-CDBG-CV-2-3-00074	**E60000 Operating Expenses**	**No Program**	**311,744**	**-**	**499,358**	**150,162**	**-**	
3601 Business Relief Grants 20-CDBG-CV-2-3-00074	80111 Transfer Out - General	No Program	37,452	-	-	-	-	
3601 Business Relief Grants 20-CDBG-CV-2-3-00074	**E80000 Transfers and Appropriations for Contingencies Expenses**	**No Program**	**37,452**	**-**	**-**	**-**	**-**	
3601 Business Relief Grants 20-CDBG-CV-2-3-00074	**Expenses Total Expense**	**No Program**	**349,196**	**-**	**499,358**	**150,162**	**-**	
3601 Business Relief Grants 20-CDBG-CV-2-3-00074	**MPC_Budget Net Balance**	**No Program**	**0**	**-**	**0**	**150,162**	**-**	
3602 USDA Grant Countywide Market Study	46052 General Revenue - Federal	No Program	40,000	-	40,000	-	-	
3602 USDA Grant Countywide Market Study	**R46000 Federal Revenues**	**No Program**	**40,000**	**-**	**40,000**	**-**	**-**	
3602 USDA Grant Countywide Market Study	**Revenues Total Revenue**	**No Program**	**40,000**	**-**	**40,000**	**-**	**-**	
3602 USDA Grant Countywide Market Study	60505 Client - Community Economic Development Contributions	No Program	40,000	-	40,000	-	-	
3602 USDA Grant Countywide Market Study	**E60000 Operating Expenses**	**No Program**	**40,000**	**-**	**40,000**	**-**	**-**	
3602 USDA Grant Countywide Market Study	**Expenses Total Expense**	**No Program**	**40,000**	**-**	**40,000**	**-**	**-**	
3602 USDA Grant Countywide Market Study	**MPC_Budget Net Balance**	**No Program**	**0**	**-**	**0**	**-**	**-**	
Total Funds	**MPC_Net Balance**	**Total Program**	**(56,920)**	**-**	**(138,221)**	**(269,162)**	**(170,789)**	**(131,2**

Attachment: FY23 Requested Budget Study 5.10.22 (12781 : Requested Fiscal Year 2022-23 (FY23) Budget

Organization: Technical Services / Administration **Budget Unit #: 151**

Program Description:

The Technical Services Division, under direction of the Administrative Department, is responsible for the management and delivery of Information Technology: hardware; software; services; and supporting infrastructure, for the departments of the County. Technical Services collaborates with departments to identify technological enhancements needed to obtain goals aligned with County strategy.

Technical Services further promotes County and Department objectives through providing support for central file and application servers, telecommunications, workstations, and technology services provided by vendors or contractors. Services provided by Technical Services include centralized procurement, backup and recovery services, and Help Desk.

Goals and Objectives for Fiscal Year:

- Continue to maintain system availability
- Support the adoption and utilization of:
    - Microsoft 365
    - Enterprise and MegaByte ERP systems
- Support of mobile workforce
- Harden security posture of County technology

Requested Changes:

Training and seminars increased to support training of technical staff needed to continue the support of newly implemented solutions ($12,000). Professional Services used in the support of the many systems used through the county. These services include support and maintenance, hardware replacements, user support of systems critical to the daily business of the County ($86,300). Equipment funds are needed to continue providing centralized procurement activities including five-year refresh cycle of hardware ($77,500). Software account includes the costs for license renewals and agreements to continue use of the many software solutions used by the County, and reflects a consolidation of costs in the budget, a change over previous practices in the last two years ($425,945). County-wide software costs are then distributed using the cost allocation plan, a state-approved methodology based on number of computer devices, server or database instances, number of employees, and square footage of dedicated office space.

Recommended Changes:

Final Budget Changes:

Attachment: FY23 Requested Budget Study 5.10.22 (12781 : Requested Fiscal Year 2022-23 (FY23) Budget

Mariposa County

Lineitem Worksheet - 151 - Technical Services
Revenues and Expenses:

			Budget			Actual		
			Requested	Recommended	Current	Year to Date		
Fund	Account	Program	2022-2023	2022-2023	2021-2022	2021-2022	2020-2021	2019-2020
1001 General Fund	49101 Transfer In - General	No Program	-	-	-	-	-	50,00
1001 General Fund	**R49000 Transfer In Revenues**	**No Program**	**-**	**-**	**-**	**-**	**-**	**50,00**
1001 General Fund	**Revenues Total Revenue**	**No Program**	**-**	**-**	**-**	**-**	**-**	**50,00**
1001 General Fund	51111 Regular salaries and wages	No Program	553,358	-	458,044	317,899	406,017	360,54
1001 General Fund	51115 Overtime	No Program	-	-	-	268	1,466	3,29
1001 General Fund	51116 Extra Straight Time Hours	No Program	-	-	-	-	781	16
1001 General Fund	51201 FLSA Adjustment	No Program	-	-	-	-	32	3
1001 General Fund	51202 Longevity Pay	No Program	3,117	-	1,700	1,275	1,486	75
1001 General Fund	51205 Out of Class Pay	No Program	-	-	-	-	-	1,23
1001 General Fund	51207 Standby Call Back Pay	No Program	-	-	16,000	11,853	16,887	16,92
1001 General Fund	52101 Retirement - Employer	No Program	56,816	-	48,733	33,833	45,201	40,43
1001 General Fund	52102 Unfunded Liability Payment Total	No Program	81,902	-	62,957	62,841	65,156	62,86
1001 General Fund	52201 Medical - Active Employees	No Program	95,314	-	69,142	47,880	66,153	63,03
1001 General Fund	52202 Dental - Active Employees	No Program	5,170	-	5,053	2,458	-	
1001 General Fund	52203 Vision - Active Employees	No Program	884	-	732	400	-	
1001 General Fund	52205 Life Insurance	No Program	286	-	202	159	204	19
1001 General Fund	52206 Cash Cafeteria Plan	No Program	1,391	-	1,642	1,148	1,694	1,47
1001 General Fund	52208 Medical Insurance Administrative Fee	No Program	214	-	153	90	-	
1001 General Fund	52301 Social Security Total	No Program	34,588	-	27,270	19,218	24,306	21,81
1001 General Fund	52302 Medicare Total	No Program	8,089	-	6,377	4,495	5,685	5,10
1001 General Fund	52303 SDI Total	No Program	5,579	-	5,563	3,876	-	3,84
1001 General Fund	52401 Accrued Benefits	No Program	-	-	-	-	-	
1001 General Fund	52502 Group Health for Retirees	No Program	39,070	-	38,134	-	34,953	30,83
1001 General Fund	52503 Unemployment	No Program	-	-	-	-	-	
1001 General Fund	**E50000 Salary and Benefit Expenses**	**No Program**	**885,778**	**-**	**741,702**	**507,692**	**670,021**	**612,54**
1001 General Fund	60111 Training and Seminars	No Program	16,800	-	14,500	4,000	4,430	
1001 General Fund	60123 Mileage	No Program	9,000	-	300	-	-	
1001 General Fund	60131 Maintenance - Equipment	No Program	-	-	4,000	-	8,069	12,36
1001 General Fund	60191 Memberships	No Program	500	-	-	299	-	
1001 General Fund	60201 Miscellaneous Expense	No Program	-	-	-	808	-	
1001 General Fund	60213 Office Supplies	No Program	3,000	-	3,000	1,260	1,096	1,60
1001 General Fund	60214 Postage	No Program	100	-	-	50	-	
1001 General Fund	60215 Janitorial Supplies	No Program	50	-	-	8	-	
1001 General Fund	60261 Unemployment Insurance	No Program	-	-	-	-	2,243	
1001 General Fund	60301 General Professional Services	No Program	-	-	86,300	46,545	-	40,50
1001 General Fund	60305 Technical Services	No Program	94,200	-	49,500	56,535	14,513	50,53
1001	*60305*	*DLB AS400 Support*	*6,200*	-	-	-	-	

Attachment: FY23 Requested Budget Study 5.10.22 (12781 : Requested Fiscal Year 2022-23 (FY23) Budget

Mariposa County

Lineitem Worksheet - 151 - Technical Services
Revenues and Expenses:

			Budget			Actual		
			Requested	Recommended	Current	Year to Date		
Fund	Account	Program	2022-2023	2022-2023	2021-2022	2021-2022	2020-2021	2019-2020
1001	*60305*	*Tangent Email Filter*	*3,000*	-	-	-	-	
1001	*60305*	*VMWare Support*	*5,000*	-	-	-	-	
1001	*60305*	*Ruckus Support*	*2,000*	-	-	-	-	
1001	*60305*	*Palo Alto Support*	*10,000*	-	-	-	-	
1001	*60305*	*Acronis Software and Support*	*8,000*	-	-	-	-	
1001	*60305*	*ClientFirst*	*40,000*	-	-	-	-	
1001	*60305*	*General Support*	*20,000*	-	-	-	-	
1001 General Fund	60381 Publications and Legal Notices	No Program	-	-	-	170	-	
1001 General Fund	60411 Telephone and Internet	No Program	50,000	-	43,000	40,767	36,845	40,18
1001 General Fund	60421 Equipment	No Program	88,600	-	125,944	67,594	45,191	52,46
1001	*60421*	*Inventory Renewal*	*52,000*	-	-	-	-	
1001	*60421*	*Switch Refresh*	*15,000*	-	-	-	-	
1001	*60421*	*Battery Backup Refresh*	*7,000*	-	-	-	-	
1001	*60421*	*Server Refresh*	*10,000*	-	-	-	-	
1001	*60421*	*Additional Equipment*	*4,600*	-	-	-	-	
1001 General Fund	60431 Software	No Program	425,945	-	435,945	345,744	322,391	19,33
1001	*60431*	*Oracle*	*278,845*	-	-	-	-	
1001	*60431*	*Symantec License Renewal*	*10,000*	-	-	-	-	
1001	*60431*	*Microsoft 365 License Renewal*	*120,000*	-	-	-	-	
1001	*60431*	*ZorroSign*	*15,000*	-	-	-	-	
1001	*60431*	*GoTo Meeting*	*1,500*	-	-	-	-	
1001	*60431*	*DRV Technologies*	*600*	-	-	-	-	
1001 General Fund	60621 County Vehicle Expense	No Program	-	-	-	-	-	7
1001 General Fund	**E60000 Operating Expenses**	**No Program**	**688,195**	**-**	**762,489**	**563,780**	**434,778**	**217,06**
1001 General Fund	70221 Technological Equipment	No Program	-	-	421,380	-	84,259	
1001 General Fund	70511 Software Fixed Assets	No Program	-	-	-	-	-	17,00
1001 General Fund	**E70000 Fixed Asset Expenses**	**No Program**	**-**	**-**	**421,380**	**-**	**84,259**	**17,00**
1001 General Fund	80231 General Insurance	No Program	19,402	-	7,723	1,931	5,956	6,42
1001 General Fund	**E80000 Transfers and Appropriations for Contingencies Expenses**	**No Program**	**19,402**	**-**	**7,723**	**1,931**	**5,956**	**6,42**
1001 General Fund	**Expenses Total Expense**	**No Program**	**1,593,375**	**-**	**1,933,294**	**1,073,403**	**1,195,014**	**853,03**
1001 General Fund	**MPC_Budget Net Balance**	**No Program**	**1,593,375**	**-**	**1,933,294**	**1,073,403**	**1,195,014**	**803,03**
Total Funds	**MPC_Net Balance**	**Total Program**	**(1,593,375)**	**-**	**(1,933,294)**	**(1,073,403)**	**(1,195,014)**	**(803,039**

Attachment: FY23 Requested Budget Study 5.10.22 (12781 : Requested Fiscal Year 2022-23 (FY23) Budget

Organization: Child Support Services **Budget Unit #: 207**

Program Description:
Legislation was passed in September 1999 that created the Department of Child Support Services (DCSS) with the California Health and Human Services Agency to administer at the State level all services and functions necessary to establish, collect, and distribute child support. The Child Support Services department promotes the well-being of children and self-sufficiency of families by providing child support services to help both parents meet the needs of their children including securing child and spousal support, medical support, and determining paternity. All functions are mandated by State and Federal law and as such this budget has no net county cost.

The Mariposa County Department of Child Support Services regionalized with the Merced County Department of Child Support Services effective May 1, 2016 to create the Merced-Mariposa Regional Department of Child Support Services.

Accomplishments:
- Performance - Met or exceeded state DCSS averages for the federal performance measures in:
  - Paternities established
  - Collection of current support obligations
  - Cases with Collections on Arrears
  - Cost effectiveness
- Trainings
  - Partner with other counties in shared trainings to maintain a well trained staff.
  - Each year staff attends the Annual Statewide Training Conference in the spring.
  - The director attends statewide, regional and directors association meetings to stay abreast of current matters and has served on committees at the state level.
  - Our staff also provides trainings for other county departments to help them understand our services and how we interact with them.
- Customer Service
  - Calls are answered in a timely manner and customers are seen on a walk in basis – no appointments necessary.
  - Customers are able to access their cases through a web portal, Customer Connect, and can communicate with their caseworker by phone, text or e-mail.
  - The department has installed virtual meeting equipment to allow interviews to continue in spite of the ongoing pandemic.
  - Quarterly meetings with the Superior Courts of California, Mariposa County to address processes and facilitate a smooth interaction between the Department and the Courts.

Goals and Objectives for Fiscal Year:
- Continue the high level of customer service that has been provided in previous years.
- Increase the overall caseload to provide child support services to more families in the community.
- Increase the number of families in our caseload receiving child support.
- Increase the reliability of child support payments to families.
- Expand our methods to assist non-custodial parents in meeting their obligation.
- Work cooperatively with the court and other county agencies to meet our mutual goals.

Attachment: FY23 Requested Budget Study 5.10.22 (12781 : Requested Fiscal Year 2022-23 (FY23) Budget

- Maintain a professional and skilled workforce.
- Continually improve our standings in the federal performance measurements.

Other Department Funds

3371 Child Support Advance
Funding from Federal and State governments are deposited into this fund and then transferred out to the Child Support Services operating budget unit once actual expenditures are known. These transfers generally occur on a quarterly basis.

Requested Changes:

None.

Recommended Changes:

Final Budget Changes:

Attachment: FY23 Requested Budget Study 5.10.22 (12781 : Requested Fiscal Year 2022-23 (FY23) Budget

Mariposa County

Lineitem Worksheet - 207 - Child Support Services
Revenues and Expenses:

			Budget			Actual		
			Requested	Recommended	Current	Year to Date		
			2022-2023	2022-2023	2021-2022	2021-2022	2020-2021	2019-2020
Fund	**Account**	**Program**						
1001 General Fund	44201 Interest From Investments	No Program	1,000	-	1,000	-	2,958	4,5
1001 General Fund	**R44000 Interest Revenues**	**No Program**	**1,000**	**-**	**1,000**	**-**	**2,958**	**4,5**
1001 General Fund	49101 Transfer In - General	No Program	634,621	-	605,336	-	478,393	641,1
1001 General Fund	**R49000 Transfer In Revenues**	**No Program**	**634,621**	**-**	**605,336**	**-**	**478,393**	**641,1**
1001 General Fund	**Revenues Total Revenue**	**No Program**	**635,621**	**-**	**606,336**	**-**	**481,351**	**645,6**
1001 General Fund	51111 Regular salaries and wages	No Program	336,101	-	311,869	230,480	233,888	281,0
1001 General Fund	51112 Extra Help	No Program	-	-	-	-	-	
1001 General Fund	51115 Overtime	No Program	-	-	0	199	-	
1001 General Fund	51201 FLSA Adjustment	No Program	-	-	-	-	-	
1001 General Fund	51202 Longevity Pay	No Program	1,100	-	-	-	-	1,0
1001 General Fund	51205 Out of Class Pay	No Program	-	-	-	-	-	
1001 General Fund	52101 Retirement - Employer	No Program	34,428	-	32,945	24,431	25,939	31,5
1001 General Fund	52102 Unfunded Liability Payment Total	No Program	49,629	-	46,076	45,991	36,783	35,5
1001 General Fund	52201 Medical - Active Employees	No Program	12,282	-	19,995	14,817	23,567	20,7
1001 General Fund	52202 Dental - Active Employees	No Program	5,010	-	6,091	2,933	-	
1001 General Fund	52203 Vision - Active Employees	No Program	767	-	944	447	-	
1001 General Fund	52205 Life Insurance	No Program	213	-	196	154	192	1
1001 General Fund	52206 Cash Cafeteria Plan	No Program	23,407	-	19,985	15,517	19,186	26,3
1001 General Fund	52208 Medical Insurance Administrative Fee	No Program	153	-	61	30	-	
1001 General Fund	52301 Social Security Total	No Program	22,358	-	20,647	15,170	15,709	20,1
1001 General Fund	52302 Medicare Total	No Program	5,229	-	4,829	3,548	3,677	4,7
1001 General Fund	52303 SDI Total	No Program	3,606	-	4,014	2,871	-	3,0
1001 General Fund	52401 Accrued Benefits	No Program	-	-	-	-	-	14,9
1001 General Fund	52502 Group Health for Retirees	No Program	44,398	-	46,158	-	44,050	39,4
1001 General Fund	52503 Unemployment	No Program	-	-	-	-	0	
1001 General Fund	**E50000 Salary and Benefit Expenses**	**No Program**	**538,681**	**-**	**513,810**	**356,589**	**402,991**	**478,9**
1001 General Fund	60111 Training and Seminars	No Program	2,720	-	2,578	-	1,095	8
1001 General Fund	60131 Maintenance - Equipment	No Program	500	-	3,000	-	-	
1001 General Fund	60132 Maintenance - Buildings and Improvements	No Program	-	-	-	-	7,802	2,9
1001 General Fund	60181 Medical and Laboratory Expenses	No Program	300	-	-	-	-	
1001 General Fund	60191 Memberships	No Program	484	-	2,000	1,553	1,553	1,6
1001 General Fund	60201 Miscellaneous Expense	No Program	600	-	-	545	-	
1001 General Fund	60211 Copy Machine Expense	No Program	1,100	-	2,500	1,429	2,154	2,5
1001 General Fund	60213 Office Supplies	No Program	2,668	-	7,216	1,698	3,178	11,3
1001 General Fund	60214 Postage	No Program	650	-	-	538	-	
1001 General Fund	60301 General Professional Services	No Program	800	-	1,000	40	80	2
1001 General Fund	60381 Publications and Legal Notices	No Program	-	-	500	-	-	
1001 General Fund	60411 Telephone and Internet	No Program	-	-	-	-	58	6
1001 General Fund	60414 Electricity	No Program	-	-	-	-	(20)	

Attachment: FY23 Requested Budget Study 5.10.22 (12781 : Requested Fiscal Year 2022-23 (FY23) Budget

Mariposa County

Lineitem Worksheet - 207 - Child Support Services
Revenues and Expenses:

Fund	Account	Program	Budget Requested 2022-2023	Budget Recommended 2022-2023	Budget Current 2021-2022	Actual Year to Date 2021-2022	Actual 2020-2021	Actual 2019-2020
1001 General Fund	60421 Equipment	No Program	2,000	-	5,000	-	6,856	34,85
1001 General Fund	60441 Fuel	No Program	500	-	1,000	107	45	39
1001 General Fund	60508 Client - Community Education and Engagement	No Program	500	-	1,000	-	-	18
1001 General Fund	60621 County Vehicle Expense	No Program	800	-	800	1,375	588	63
1001 General Fund	**E60000 Operating Expenses**	**No Program**	**13,622**	**-**	**26,594**	**7,285**	**23,389**	**56,45**
1001 General Fund	70111 Community and Office Buildings	No Program	-	-	-	-	-	45,94
1001 General Fund	**E70000 Fixed Asset Expenses**	**No Program**	**-**	**-**	**-**	**-**	**-**	**45,94**
1001 General Fund	80111 Transfer Out - General	No Program	-	-	-	-	24,000	47,7
1001 General Fund	80221 Cost Allocation Overhead Transfer	No Program	72,208	-	59,870	46,542	20,352	28,60
1001 General Fund	80231 General Insurance	No Program	11,110	-	6,062	1,516	7,240	9,37
1001 General Fund	**E80000 Transfers and Appropriations for Contingencies Expenses**	**No Program**	**83,318**	**-**	**65,932**	**48,058**	**51,592**	**85,75**
1001 General Fund	**Expenses Total Expense**	**No Program**	**635,621**	**-**	**606,336**	**411,931**	**477,972**	**667,1**
1001 General Fund	**MPC_Budget Net Balance**	**No Program**	**0**	**-**	**0**	**411,931**	**3,379**	**21,4**
3371 Child Support Services Fund	45401 Child Support Service - State	No Program	215,771	-	201,787	103,788	198,687	232,38
3371 Child Support Services Fund	**R45000 State Revenues**	**No Program**	**215,771**	**-**	**201,787**	**103,788**	**198,687**	**232,38**
3371 Child Support Services Fund	46122 Child Support Advance - Federal	No Program	418,850	-	403,549	166,402	339,932	374,20
3371 Child Support Services Fund	**R46000 Federal Revenues**	**No Program**	**418,850**	**-**	**403,549**	**166,402**	**339,932**	**374,20**
3371 Child Support Services Fund	**Revenues Total Revenue**	**No Program**	**634,621**	**-**	**605,336**	**270,190**	**538,619**	**606,64**
3371 Child Support Services Fund	80111 Transfer Out - General	No Program	634,621	-	605,336	-	478,393	641,14
3371 Child Support Services Fund	**E80000 Transfers and Appropriations for Contingencies Expenses**	**No Program**	**634,621**	**-**	**605,336**	**-**	**478,393**	**641,14**
3371 Child Support Services Fund	**Expenses Total Expense**	**No Program**	**634,621**	**-**	**605,336**	**-**	**478,393**	**641,14**
3371 Child Support Services Fund	**MPC_Budget Net Balance**	**No Program**	**0**	**-**	**0**	**270,190**	**60,226**	**34,4**
Total Funds	**MPC_Net Balance**	**Total Program**	**0**	**-**	**0**	**(141,741)**	**63,605**	**(55,93**

Attachment: FY23 Requested Budget Study 5.10.22 (12781 : Requested Fiscal Year 2022-23 (FY23) Budget

Organization: District Attorney / Prosecution **Budget Unit#: 212**

Program Description:

The Office of the District Attorney was established by the Constitution of the State of California, Government Code Section 26500, to provide prosecution and enforcement services in adult and juvenile criminal matters.

By law, the District Attorney is the chief law enforcement officer in the county. California law provides the District Attorney's most essential duty is prosecuting criminal offenses on behalf of the People.

The District Attorney is a county-wide elected official who serves a four-year term. The District Attorney may sponsor, supervise, or participate in projects and/or programs to improve the administration of justice.

Accomplishments:

- Increased electronic storage to reduce paper waste, including increased digitalization of legacy files.
- Continued development and implementation of policies and procedures to increase work product efficiencies and more effective service to the public.
- Initiated discussion with the Court to integrate software systems for greater productivity and enhanced communication.
- Procurement of upgraded law enforcement equipment to bring the District Attorney’s Office closer to statewide standards.
- Facilitated purchase of improved Forensic Interview Equipment using County partners.
- Implemented personnel and allocation changes to increase succession planning for existing and new employees.
- Completed safety upgrades to new facility by installing new security system.
- Established pre-trial diversion programs with law enforcement partners in accordance with changing California laws.
- Enhanced networking capabilities and regional partnerships through personnel attendance of CDAA conference.

Goals and Objectives for Fiscal Year:

- See that justice is achieved, that criminal laws are fully and fairly enforced, and that victims are well-served and made whole.
- Continue archiving project by scanning legacy files into digital form to reduce the need for storage space.
- Continue to fully participate in ongoing education and promotion of professionalism among staff by implementing continued education through the California District Attorneys Association (CDAA) and other educational opportunities.
- Successfully reduce the backlog of criminal cases created by COVID-19 postponements in the criminal justice system.
- Work to reestablish office normalcy after impacts of COVID-19 through team building.
- Additional safety enhancements to facility.
- Continue working towards software integration with the Court.
- Creation and allocation of new positions in the District Attorney’s Office to further succession planning goals and to bring the office closer to the statewide standard.
- Establish the ability to generate enhanced statistics on criminal cases and recidivism.

Packet Pg. 547

Attachment: FY23 Requested Budget Study 5.10.22 (12781 : Requested Fiscal Year 2022-23 (FY23) Budget

- Participate in a county wide Infant Death Review Team with local partnerships.
- Implementation of multicultural advising committee to facilitate compliance with the California Racial Justice Act, AB 2542.

Other Department Funds

3325 DA Asset Forfeiture
Funds received from the sale of confiscated property collected during criminal investigations are deposited into this fund. Money may be used to purchase items specifically related to criminal investigation activities.

3365 Department of Justice-DA
Money is collected from specific court fines and deposited into this fund to offset the costs of court ordered blood tests.

3369 Sund-Pelosso Advance-DA
This fund originally accounted for advances received from the State for expenditures relating to the Sund-Pelosso Homicide Trial. As expenditures were claimed for the trial, money was transferred out of this fund into the Sund-Pelosso budget unit. The County still receives a small reimbursement for minor trial expenses such as the storage of evidence and for the storage of defense evidence.

3437 State Parole DA Sec 30027
This fund was established in Fiscal Year 2011-12 to account for funding included in the 2011 Realignment pertaining to local law enforcement. Specifically, this funding is to alleviate costs associated for the revocation proceedings involving persons subject to State parole. The funding may be used by the District Attorney and by the Public Defender.

Requested Changes:

Additional funds are requested in this budget to support, among other things: personnel to digitize paper files, advancements to the security system for increased office and personnel protection, cover extensive office and trial related costs due to deferment of criminal prosecution cause by COVID-19, cover outside counsel costs, additional staffing allocations for increased abilities, and the acquisition of a new District Attorney Investigator vehicle. These requested changes will assist the District Attorney's Office in bringing the department up to the statewide standard of comparable offices.

Recommended Changes:
Final Budget Changes:

Attachment: FY23 Requested Budget Study 5.10.22 (12781 : Requested Fiscal Year 2022-23 (FY23) Budget

Mariposa County

Lineitem Worksheet - 212 - District Attorney
Revenues and Expenses:

Fund	Account	Program	Budget Requested 2022-2023	Budget Recommended 2022-2023	Budget Current 2021-2022	Actual Year to Date 2021-2022	Actual 2020-2021	Actual 2019-2020
1001 General Fund	45241 Victim Witness Programs - State	No Program	-	-	-	-	0	
1001 General Fund	**R45000 State Revenues**	**No Program**	**-**	**-**	**-**	**-**	**0**	
1001 General Fund	49101 Transfer In - General	No Program	8,490	-	200,217	-	57,921	32,42
1001 General Fund	**R49000 Transfer In Revenues**	**No Program**	**8,490**	**-**	**200,217**	**-**	**57,921**	**32,42**
1001 General Fund	**Revenues Total Revenue**	**No Program**	**8,490**	**-**	**200,217**	**-**	**57,921**	**32,42**
1001 General Fund	51111 Regular salaries and wages	No Program	901,770	-	805,850	565,641	737,176	758,86
1001 General Fund	51112 Extra Help	No Program	-	-	0	-	-	13,30
1001 General Fund	51115 Overtime	No Program	6,000	-	0	4,721	120	1,21
1001 General Fund	51201 FLSA Adjustment	No Program	-	-	-	23	34	1
1001 General Fund	51202 Longevity Pay	No Program	1,558	-	850	638	852	14
1001 General Fund	51205 Out of Class Pay	No Program	2,500	-	4,500	1,234	1,024	4,50
1001 General Fund	51211 Post Certificate Pay	No Program	-	-	-	-	-	
1001 General Fund	51213 Uniform Allowance	No Program	515	-	515	386	495	31
1001 General Fund	52101 Retirement - Employer	No Program	94,561	-	83,087	57,303	79,988	84,13
1001 General Fund	52102 Unfunded Liability Payment Total	No Program	130,298	-	100,565	100,380	96,904	82,92
1001 General Fund	52105 CALPERS Replacement Benefit Plan	No Program	-	-	-	1,122	3,889	
1001 General Fund	52201 Medical - Active Employees	No Program	86,398	-	78,441	47,047	69,868	89,05
1001 General Fund	52202 Dental - Active Employees	No Program	6,830	-	6,889	3,507	-	
1001 General Fund	52203 Vision - Active Employees	No Program	1,220	-	1,214	617	-	
1001 General Fund	52205 Life Insurance	No Program	619	-	547	387	502	52
1001 General Fund	52206 Cash Cafeteria Plan	No Program	33,484	-	31,747	25,469	29,561	29,62
1001 General Fund	52208 Medical Insurance Administrative Fee	No Program	303	-	214	112	-	
1001 General Fund	52301 Social Security Total	No Program	57,165	-	50,681	35,924	47,238	48,96
1001 General Fund	52302 Medicare Total	No Program	13,714	-	12,100	8,593	11,255	11,87
1001 General Fund	52303 SDI Total	No Program	9,324	-	7,874	5,447	-	6,28
1001 General Fund	52401 Accrued Benefits	No Program	-	-	-	-	3,609	6,64
1001 General Fund	52502 Group Health for Retirees	No Program	60,149	-	60,110	-	57,850	59,56
1001 General Fund	52503 Unemployment	No Program	-	-	-	-	7,248	6,75
1001 General Fund	**E50000 Salary and Benefit Expenses**	**No Program**	**1,406,408**	**-**	**1,245,184**	**858,551**	**1,147,613**	**1,204,72**
1001 General Fund	60103 Safety Equipment	No Program	5,000	-	3,000	989	2,585	2,95
1001 General Fund	60111 Training and Seminars	No Program	10,000	-	8,789	4,988	6,365	22,16
1001 General Fund	60112 Post Training	No Program	3,500	-	3,000	835	835	
1001 General Fund	60121 Meals	No Program	0	-	264	264	-	
1001 General Fund	60122 Lodging	No Program	0	-	983	983	-	
1001 General Fund	60123 Mileage	No Program	4,000	-	2,582	990	546	2,82
1001 General Fund	60124 Transportation - Employee	No Program	0	-	418	418	-	
1001 General Fund	60153 Special Departmental Supplies	No Program	-	-	-	-	-	
1001 General Fund	60154 Jury and Witness Expense	No Program	2,500	-	2,000	556	-	48
1001 General Fund	60181 Medical and Laboratory Expenses	No Program	4,500	-	9,000	2,686	3,511	3,72

Attachment: FY23 Requested Budget Study 5.10.22 (12781 : Requested Fiscal Year 2022-23 (FY23) Budget

Mariposa County

Lineitem Worksheet - 212 - District Attorney
Revenues and Expenses:

			Budget			Actual		
			Requested	Recommended	Current	Year to Date		
			2022-2023	2022-2023	2021-2022	2021-2022	2020-2021	2019-2020
Fund	**Account**	**Program**						
1001 General Fund	60191 Memberships	No Program	9,500	-	9,500	6,324	5,952	6,97
1001 General Fund	60201 Miscellaneous Expense	No Program	-	-	964	964	-	
1001 General Fund	60211 Copy Machine Expense	No Program	6,500	-	6,500	4,756	6,071	6,83
1001 General Fund	60213 Office Supplies	No Program	12,000	-	9,972	5,079	5,186	9,54
1001 General Fund	60214 Postage	No Program	250	-	28	28	-	
1001 General Fund	60216 Storage - File, Furniture, and Equipment	No Program	6,000	-	4,000	625	-	
1001 General Fund	60301 General Professional Services	No Program	45,000	-	33,000	28,455	6,834	6,43
1001 General Fund	60381 Publications and Legal Notices	No Program	20,000	-	22,000	12,679	19,949	16,60
1001 General Fund	60392 Rents and Leases - Buildings	No Program	-	-	0	-	-	
1001 General Fund	60411 Telephone and Internet	No Program	6,500	-	6,200	5,118	3,608	3,95
1001 General Fund	60421 Equipment	No Program	15,000	-	65,000	45,855	3,904	1,76
1001 General Fund	60431 Software	No Program	3,000	-	2,200	48	6,598	7,39
1001 General Fund	60441 Fuel	No Program	6,500	-	4,000	2,298	1,913	2,04
1001 General Fund	60621 County Vehicle Expense	No Program	55,000	-	10,000	7,487	9,468	10,04
1001	*60621*	*New Vehicle Difference*	*18,000*	-	-	-	-	
1001	*60621*	*Outfitting*	*27,000*	-	-	-	-	
1001	*60621*	*Fleet Payments*	*10,000*	-	-	-	-	
1001 General Fund	**E60000 Operating Expenses**	**No Program**	**214,750**	**-**	**203,400**	**132,424**	**83,325**	**103,74**
1001 General Fund	70111 Community and Office Buildings	No Program	-	-	-	-	-	69,24
1001 General Fund	**E70000 Fixed Asset Expenses**	**No Program**	**-**	**-**	**-**	**-**	**-**	**69,24**
1001 General Fund	80111 Transfer Out - General	No Program	-	-	-	-	-	
1001 General Fund	80231 General Insurance	No Program	31,902	-	15,283	3,821	16,504	14,28
1001 General Fund	**E80000 Transfers and Appropriations for Contingencies Expenses**	**No Program**	**31,902**	**-**	**15,283**	**3,821**	**16,504**	**14,28**
1001 General Fund	**Expenses Total Expense**	**No Program**	**1,653,060**	**-**	**1,463,867**	**994,796**	**1,247,442**	**1,392,00**
1001 General Fund	**MPC_Budget Net Balance**	**No Program**	**1,644,570**	**-**	**1,263,650**	**994,796**	**1,189,521**	**1,359,57**
3325 DA Asset Forfeiture	44201 Interest From Investments	No Program	25	-	50	-	62	8
3325 DA Asset Forfeiture	**R44000 Interest Revenues**	**No Program**	**25**	**-**	**50**	**-**	**62**	**8**
3325 DA Asset Forfeiture	48189 Miscellaneous Revenue Account	No Program	-	-	-	-	4,137	1,31
3325 DA Asset Forfeiture	**R48000 Miscellaneous Revenues**	**No Program**	**-**	**-**	**-**	**-**	**4,137**	**1,31**
3325 DA Asset Forfeiture	49101 Transfer In - General	No Program	-	-	-	-	-	
3325 DA Asset Forfeiture	**R49000 Transfer In Revenues**	**No Program**	**-**	**-**	**-**	**-**	**-**	
3325 DA Asset Forfeiture	**49999 Beginning Fund Balance**	**No Program**	**1,911**	**-**	**9,557**	**-**	**-**	
3325 DA Asset Forfeiture	**Revenues Total Revenue**	**No Program**	**1,936**	**-**	**9,607**	**-**	**4,199**	**1,40**
3325 DA Asset Forfeiture	60103 Safety Equipment	No Program	936	-	2,710	2,206	-	1,95
3325 DA Asset Forfeiture	60201 Miscellaneous Expense	No Program	0	-	4,908	3,501	-	
3325 DA Asset Forfeiture	60421 Equipment	No Program	1,000	-	1,989	1,989	-	
3325 DA Asset Forfeiture	**E60000 Operating Expenses**	**No Program**	**1,936**	**-**	**9,607**	**7,696**	**-**	**1,95**
3325 DA Asset Forfeiture	**Expenses Total Expense**	**No Program**	**1,936**	**-**	**9,607**	**7,696**	**-**	**1,95**
3325 DA Asset Forfeiture	**MPC_Budget Net Balance**	**No Program**	**0**	**-**	**0**	**7,696**	**4,199**	**55**

Attachment: FY23 Requested Budget Study 5.10.22 (12781 : Requested Fiscal Year 2022-23 (FY23) Budget

Mariposa County

Lineitem Worksheet - 212 - District Attorney
Revenues and Expenses:

Fund	Account	Program	Budget Requested 2022-2023	Budget Recommended 2022-2023	Budget Current 2021-2022	Actual Year to Date 2021-2022	Actual 2020-2021	Actual 2019-2020
3365 Department Of Justice-DA	43008 PC1463.14(A) Lab Collection	No Program	1,000	-	690	569	1,153	1,07
3365 Department Of Justice-DA	**R43000 Fines Forfeitures and Penalty Revenues**	**No Program**	**1,000**	**-**	**690**	**569**	**1,153**	**1,07**
3365 Department Of Justice-DA	**49999 Beginning Fund Balance**	**No Program**	**8,538**	**-**	**7,848**	**-**	**-**	
3365 Department Of Justice-DA	**Revenues Total Revenue**	**No Program**	**9,538**	**-**	**8,538**	**569**	**1,153**	**1,07**
3365 Department Of Justice-DA	60181 Medical and Laboratory Expenses	No Program	9,538	-	8,538	-	-	90
3365 Department Of Justice-DA	**E60000 Operating Expenses**	**No Program**	**9,538**	**-**	**8,538**	**-**	**-**	**90**
3365 Department Of Justice-DA	**Expenses Total Expense**	**No Program**	**9,538**	**-**	**8,538**	**-**	**-**	**90**
3365 Department Of Justice-DA	**MPC_Budget Net Balance**	**No Program**	**0**	**-**	**0**	**569**	**1,153**	**17**
3369 Sund-Pelosso Advance	48189 Miscellaneous Revenue Account	No Program	12,000	-	12,000	11,800	11,800	17,80
3369 Sund-Pelosso Advance	**R48000 Miscellaneous Revenues**	**No Program**	**12,000**	**-**	**12,000**	**11,800**	**11,800**	**17,80**
3369 Sund-Pelosso Advance	**49999 Beginning Fund Balance**	**No Program**	**3,603**	**-**	**4,283**	**-**	**-**	
3369 Sund-Pelosso Advance	**Revenues Total Revenue**	**No Program**	**15,603**	**-**	**16,283**	**11,800**	**11,800**	**17,80**
3369 Sund-Pelosso Advance	60201 Miscellaneous Expense	No Program	15,603	-	16,283	12,680	11,800	8,67
3369 Sund-Pelosso Advance	**E60000 Operating Expenses**	**No Program**	**15,603**	**-**	**16,283**	**12,680**	**11,800**	**8,67**
3369 Sund-Pelosso Advance	**Expenses Total Expense**	**No Program**	**15,603**	**-**	**16,283**	**12,680**	**11,800**	**8,67**
3369 Sund-Pelosso Advance	**MPC_Budget Net Balance**	**No Program**	**0**	**-**	**0**	**880**	**0**	**9,13**
3437 State Parole DA	44201 Interest From Investments	No Program	850	-	1,400	-	827	1,43
3437 State Parole DA	**R44000 Interest Revenues**	**No Program**	**850**	**-**	**1,400**	**-**	**827**	**1,43**
3437 State Parole DA	45306 Parole Revocation Proceed - State	No Program	19,500	-	10,000	26,723	19,965	20,45
3437 State Parole DA	**R45000 State Revenues**	**No Program**	**19,500**	**-**	**10,000**	**26,723**	**19,965**	**20,45**
3437 State Parole DA	**49999 Beginning Fund Balance**	**No Program**	**71,866**	**-**	**80,504**	**-**	**-**	
3437 State Parole DA	**Revenues Total Revenue**	**No Program**	**92,216**	**-**	**91,904**	**26,723**	**20,792**	**21,88**
3437 State Parole DA	60111 Training and Seminars	No Program	30,000	-	-	-	-	
3437 State Parole DA	60201 Miscellaneous Expense	No Program	-	-	50,904	2,653	-	
3437 State Parole DA	60421 Equipment	No Program	27,216	-	-	-	-	
3437 State Parole DA	60431 Software	No Program	35,000	-	41,000	17,625	7,900	
3437 State Parole DA	**E60000 Operating Expenses**	**No Program**	**92,216**	**-**	**91,904**	**20,278**	**7,900**	
3437 State Parole DA	80111 Transfer Out - General	No Program	-	-	-	-	-	24,46
3437 State Parole DA	**E80000 Transfers and Appropriations for Contingencies Expenses**	**No Program**	**-**	**-**	**-**	**-**	**-**	**24,46**
3437 State Parole DA	**Expenses Total Expense**	**No Program**	**92,216**	**-**	**91,904**	**20,278**	**7,900**	**24,46**
3437 State Parole DA	**MPC_Budget Net Balance**	**No Program**	**0**	**-**	**0**	**6,444**	**12,892**	**2,58**
Total Funds	**MPC_Net Balance**	**Total Program**	**(1,644,570)**	**-**	**(1,263,650)**	**(996,360)**	**(1,171,277)**	**(1,353,40**

Attachment: FY23 Requested Budget Study 5.10.22 (12781 : Requested Fiscal Year 2022-23 (FY23) Budget

Budget Name: DA Victim Witness / District Attorney **Budget Unit #: 215**

Program Description Mariposa Victim Witness MVW:

This grant-funded program provides assistance to crime victims and witnesses of crime including the following mandatory services: crisis intervention, emergency assistance, referral counseling, follow-up counseling, property return, orientation to the California Criminal Justice System, court escort/support, status of cases, and notifications. Optional services that can be provided include: employer and creditor intervention, transportation assistance, referrals for child care, restitution assistance, witness notification, crime prevention and restraining order assistance.

Accomplishments:

- Continued implementation with budget funds for a Mass Victimization Advocate (MVA).
- Sent Advocates to the 47th Annual National Organization for Victim Assistance (NOVA) Conference.
- Built internal polices and best practices for our Courthouse Facility Dog Program.
- Successfully trained staff and Facility Dog Handlers on the Integration of the Courthouse Facility Dog Program in April 2022.
- With the help from AB109 funds, we were able to successfully install an updated forensic interviewing digital video and recording system.
- Continued to use engage victims on digital platforms: Zoom, web conferencing services and continuous calls to victims during COVID-19.
- Made intentional contacts with victims during times of court case continuances and made routine check-ins with isolated and vulnerable victims during COVID-19 peaks.
- Continued the development and training of the Mass Victimization Advocate. The Mass Victimization Advocate (MVA) took regional initiative and continued to move goals forward through virtual quarterly meetings with neighboring county's MVA units. She is currently engaged in active regional MOU drafting.
- Accepted a proclamation from the Board of Supervisors for “Crime Victims’ Rights Week” and released a series of educational podcasts to commemorate the week.
- Advocates continued honing trauma-informed skills through online forums and trainings as COVID-19 continued to change all training plans.
- Participated in a collaboration with community partners to draft an updated policy for the Commercial Sexual Exploitation of Children and Youth (CSECY) Implementation Team of Mariposa County.
- Advocates continued to work through significantly increased case loads as the result of criminal case delays and new emerging violent crime statistics.
- Successfully hired a part-time Office Assistant II to aid with the ongoing goal to digitalize aging violent parole cases and allows for cases to be preserved and record all victim communication and contact information for future use.

Goals and Objectives for Fiscal Year:

- Continue to reduce trauma to survivors and witnesses through crisis intervention.
- Help victims and witnesses cope with trauma using resources and referrals and helping them navigate through the Criminal Justice System.
- Increase access for victims of crime to resources within Victim Witness Services through increased transportation to court and criminal justice-related appointments.
- Continue to provide services at the same level of service and professionalism the program is at now.

Attachment: FY23 Requested Budget Study 5.10.22 (12781 : Requested Fiscal Year 2022-23 (FY23) Budget

- Maintain ongoing education and promotion of professionalism among staff by engaging staff in continued education through the California District Attorneys Association (CDAA) and other training opportunities.
- Create opportunities within the program for succession planning and longevity of advocate staff. This includes the development of a Victim Witness Advocate I/II and a Senior Lead Advocate position.
- Necessary policies and procedures are to be created, updated, and implemented within the program.
- Continue to accomplish the required steps to make the Courthouse Facility Dog Program successful.
- Continue to find ways to address technological gaps in services and encourage staff teleworking when allowable.
- Provide services and support to victims of crime in crisis using emergency funds and funds that are available for victims to be supported through trial and hearing testimony.
- Prepare advocate staff for continued heavy caseloads and trial schedules.
- Continue building relationships and partnerships with neighboring Victim Witness Services Resources and Programs.

Requested Changes:

Keep fund appropriations as requested to support achievement of project goals through the end of the grant cycle (September 30th, 2022).

Recommended Changes:

Final Budget Changes:

Attachment: FY23 Requested Budget Study 5.10.22 (12781 : Requested Fiscal Year 2022-23 (FY23) Budget

Budget Name: DA Victim Witness / District Attorney **Budget Unit #: 215**

Program Description County Victim Services Grant (MXC):

Accomplishments:

- Successfully hired a qualified Victim Witness Advocate full-time.
- Kept staffing levels steady as caseloads increased.
- Staff dedicated resources to creating and developing a Victim Witness Manual.
- Facilitated a steering committee to focus on gaps in services to victims of crime.
- Identified new resources through local governmental funds and emerging local community-based organizations.

Goals and Objectives:

- Continue to reduce trauma to survivors and witnesses through crisis intervention and trauma-informed services.
- Help victims and witnesses cope with trauma using resources and referrals and helping them navigate through the Criminal Justice System.
- Increase access for victims to resources within Victim Witness Services through increased transportation to court and criminal justice-related appointments.
- Continue to provide services as the same level of service and professionalism the program is at now.
- Continue to find gaps in services in underserved victims of crime in Mariposa County by convening the Steering Committee.
- Continue meeting with community-based organizations to aid advocate staff of alternative resources for victims of crime as well as provide educational information to organizations about our resources.
- Aid victims through providing emergency support (hotel stays and gas vouchers).

Requested Changes:

Keep appropriations as normal, to support achievement of project goals through the end of the grant cycle (December 31st, 2022).

Recommended Changes:

Final Budget Changes:

Attachment: FY23 Requested Budget Study 5.10.22 (12781 : Requested Fiscal Year 2022-23 (FY23) Budget

Mariposa County

Lineitem Worksheet - 215 - Victim Witness
Revenues and Expenses:

			Budget			Actual		
			Requested	Recommended	Current	Year to Date		
Fund	Account	Program	2022-2023	2022-2023	2021-2022	2021-2022	2020-2021	2019-2020
3215 Victim Witness Fund	45241 Victim Witness Programs - State	No Program	0	-	0	-	-	2,55
3215 Victim Witness Fund	**R45000 State Revenues**	**No Program**	**0**	**-**	**0**	**-**	**-**	**2,55**
3215 Victim Witness Fund	46111 County Victim Services - Federal	MXC Mariposa County Victim Grant	129,384	-	538	86,125	-	
3215 Victim Witness Fund	46111 County Victim Services - Federal	No Program	0	-	160,943	-	144,989	84,93
3215 Victim Witness Fund	46112 Victim Witness OCJP - Federal	MVW Mariposa Victim Witness Grant	270,741	-	-	236,401	-	
3215 Victim Witness Fund	46112 Victim Witness OCJP - Federal	No Program	0	-	381,069	-	277,904	332,98
3215 Victim Witness Fund	46124 VV17050220 2017-18 - Federal	No Program	0	-	-	-	-	
3215 Victim Witness Fund	**R46000 Federal Revenues**	**MVW Mariposa Victim Witness Grant**	**270,741**	**-**	**-**	**236,401**	**-**	
3215 Victim Witness Fund	**R46000 Federal Revenues**	**MXC Mariposa County Victim Grant**	**129,384**	**-**	**538**	**86,125**	**-**	
3215 Victim Witness Fund	**R46000 Federal Revenues**	**No Program**	**0**	**-**	**542,012**	**-**	**422,893**	**417,91**
3215 Victim Witness Fund	49101 Transfer In - General	No Program	-	-	-	-	-	
3215 Victim Witness Fund	**R49000 Transfer In Revenues**	**No Program**	**-**	**-**	**-**	**-**	**-**	
3215 Victim Witness Fund	**49999 Beginning Fund Balance**	**No Program**	**0**	**-**	**(119,484)**	**-**	**-**	
3215 Victim Witness Fund	**Revenues Total Revenue**	**MVW Mariposa Victim Witness Grant**	**270,741**	**-**	**-**	**236,401**	**-**	
3215 Victim Witness Fund	**Revenues Total Revenue**	**MXC Mariposa County Victim Grant**	**129,384**	**-**	**538**	**86,125**	**-**	
3215 Victim Witness Fund	**Revenues Total Revenue**	**No Program**	**0**	**-**	**422,528**	**-**	**422,893**	**420,47**
3215 Victim Witness Fund	51111 Regular salaries and wages	MVW Mariposa Victim Witness Grant	122,042	-	114,696	83,558	-	101,43
3215 Victim Witness Fund	51111 Regular salaries and wages	MXC Mariposa County Victim Grant	89,203	-	82,826	47,380	-	44,92
3215 Victim Witness Fund	51111 Regular salaries and wages	No Program	-	-	-	2,107	186,103	
3215 Victim Witness Fund	51112 Extra Help	MVW Mariposa Victim Witness Grant	-	-	0	3,075	-	3,85
3215 Victim Witness Fund	51112 Extra Help	No Program	0	-	-	1,366	-	
3215 Victim Witness Fund	51115 Overtime	MVW Mariposa Victim Witness Grant	-	-	0	151	-	5,87
3215 Victim Witness Fund	51115 Overtime	MXC Mariposa County Victim Grant	-	-	0	-	-	1,22
3215 Victim Witness Fund	51115 Overtime	No Program	0	-	-	-	1,874	
3215 Victim Witness Fund	51116 Extra Straight Time Hours	MXC Mariposa County Victim Grant	-	-	0	40	-	16
3215 Victim Witness Fund	51201 FLSA Adjustment	MVW Mariposa Victim Witness Grant	-	-	-	0	-	
3215 Victim Witness Fund	51201 FLSA Adjustment	MXC Mariposa County Victim Grant	-	-	-	-	-	
3215 Victim Witness Fund	51201 FLSA Adjustment	No Program	0	-	-	-	24	
3215 Victim Witness Fund	51213 Uniform Allowance	MVW Mariposa Victim Witness Grant	-	-	-	-	-	
3215 Victim Witness Fund	51213 Uniform Allowance	No Program	-	-	-	-	18	

Attachment: FY23 Requested Budget Study 5.10.22 (12781 : Requested Fiscal Year 2022-23 (FY23) Budget

Mariposa County

Lineitem Worksheet - 215 - Victim Witness
Revenues and Expenses:

Fund	Account	Program	Budget Requested 2022-2023	Budget Recommended 2022-2023	Budget Current 2021-2022	Actual Year to Date 2021-2022	Actual 2020-2021	Actual 2019-2020
3215 Victim Witness Fund	52101 Retirement - Employer	MVW Mariposa Victim Witness Grant	12,461	-	12,158	8,837	-	11,50
3215 Victim Witness Fund	52101 Retirement - Employer	MXC Mariposa County Victim Grant	9,108	-	8,780	5,017	-	5,02
3215 Victim Witness Fund	52101 Retirement - Employer	No Program	-	-	-	223	20,695	
3215 Victim Witness Fund	52102 Unfunded Liability Payment Total	MVW Mariposa Victim Witness Grant	17,963	-	17,003	16,972	-	10,75
3215 Victim Witness Fund	52102 Unfunded Liability Payment Total	MXC Mariposa County Victim Grant	13,129	-	12,279	12,256	-	5,17
3215 Victim Witness Fund	52102 Unfunded Liability Payment Total	No Program	0	-	0	-	20,688	
3215 Victim Witness Fund	52201 Medical - Active Employees	MVW Mariposa Victim Witness Grant	19,231	-	15,271	12,150	-	16,19
3215 Victim Witness Fund	52201 Medical - Active Employees	MXC Mariposa County Victim Grant	21,856	-	8,841	7,187	-	2,76
3215 Victim Witness Fund	52201 Medical - Active Employees	No Program	-	-	-	822	25,751	
3215 Victim Witness Fund	52202 Dental - Active Employees	MVW Mariposa Victim Witness Grant	1,151	-	1,353	661	-	
3215 Victim Witness Fund	52202 Dental - Active Employees	MXC Mariposa County Victim Grant	1,989	-	2,770	1,109	-	
3215 Victim Witness Fund	52202 Dental - Active Employees	No Program	-	-	-	46	-	
3215 Victim Witness Fund	52203 Vision - Active Employees	MVW Mariposa Victim Witness Grant	217	-	245	122	-	
3215 Victim Witness Fund	52203 Vision - Active Employees	MXC Mariposa County Victim Grant	339	-	453	183	-	
3215 Victim Witness Fund	52203 Vision - Active Employees	No Program	-	-	-	9	-	
3215 Victim Witness Fund	52205 Life Insurance	MVW Mariposa Victim Witness Grant	105	-	53	75	-	5
3215 Victim Witness Fund	52205 Life Insurance	MXC Mariposa County Victim Grant	68	-	58	37	-	3
3215 Victim Witness Fund	52205 Life Insurance	No Program	-	-	-	-	118	
3215 Victim Witness Fund	52206 Cash Cafeteria Plan	MVW Mariposa Victim Witness Grant	8,052	-	4,132	6,605	-	4,26
3215 Victim Witness Fund	52206 Cash Cafeteria Plan	MXC Mariposa County Victim Grant	1,041	-	4,759	2,166	-	5,58
3215 Victim Witness Fund	52206 Cash Cafeteria Plan	No Program	-	-	-	-	11,778	
3215 Victim Witness Fund	52208 Medical Insurance Administrative Fee	MVW Mariposa Victim Witness Grant	64	-	58	34	-	
3215 Victim Witness Fund	52208 Medical Insurance Administrative Fee	MXC Mariposa County Victim Grant	58	-	34	20	-	
3215 Victim Witness Fund	52208 Medical Insurance Administrative Fee	No Program	-	-	-	3	-	
3215 Victim Witness Fund	52301 Social Security Total	MVW Mariposa Victim Witness Grant	8,066	-	7,453	5,672	-	6,98
3215 Victim Witness Fund	52301 Social Security Total	MXC Mariposa County Victim Grant	5,595	-	5,492	3,110	-	3,25
3215 Victim Witness Fund	52301 Social Security Total	No Program	0	-	-	121	12,523	
3215 Victim Witness Fund	52302 Medicare Total	MVW Mariposa Victim Witness Grant	1,886	-	1,743	1,391	-	1,63
3215 Victim Witness Fund	52302 Medicare Total	MXC Mariposa County Victim Grant	1,309	-	1,284	728	-	76

Attachment: FY23 Requested Budget Study 5.10.22 (12781 : Requested Fiscal Year 2022-23 (FY23) Budget

Mariposa County

Lineitem Worksheet - 215 - Victim Witness
Revenues and Expenses:

			Budget			Actual		
			Requested	Recommended	Current	Year to Date		
Fund	Account	Program	2022-2023	2022-2023	2021-2022	2021-2022	2020-2021	2019-2020
3215 Victim Witness Fund	52302 Medicare Total	No Program	0	-	-	28	2,931	
3215 Victim Witness Fund	52303 SDI Total	MVW Mariposa Victim Witness Grant	1,301	-	1,442	1,052	-	1,11
3215 Victim Witness Fund	52303 SDI Total	MXC Mariposa County Victim Grant	902	-	1,063	574	-	51
3215 Victim Witness Fund	52303 SDI Total	No Program	-	-	-	22	-	
3215 Victim Witness Fund	52401 Accrued Benefits	MVW Mariposa Victim Witness Grant	-	-	-	-	-	
3215 Victim Witness Fund	52503 Unemployment	MVW Mariposa Victim Witness Grant	-	-	-	-	-	1,71
3215 Victim Witness Fund	**E50000 Salary and Benefit Expenses**	**MVW Mariposa Victim Witness Grant**	**192,539**	**-**	**175,607**	**140,356**	**-**	**165,39**
3215 Victim Witness Fund	**E50000 Salary and Benefit Expenses**	**MXC Mariposa County Victim Grant**	**144,597**	**-**	**128,639**	**79,806**	**-**	**69,42**
3215 Victim Witness Fund	**E50000 Salary and Benefit Expenses**	**No Program**	**0**	**-**	**0**	**4,748**	**282,503**	
3215 Victim Witness Fund	60111 Training and Seminars	MVW Mariposa Victim Witness Grant	7,449	-	19,600	8,564	-	15,99
3215 Victim Witness Fund	60111 Training and Seminars	MXC Mariposa County Victim Grant	-	-	0	-	-	78
3215 Victim Witness Fund	60111 Training and Seminars	No Program	0	-	0	0	6,239	
3215 Victim Witness Fund	60121 Meals	MVW Mariposa Victim Witness Grant	2,875	-	0	462	-	
3215 Victim Witness Fund	60121 Meals	No Program	0	-	0	(158)	-	
3215 Victim Witness Fund	60122 Lodging	MVW Mariposa Victim Witness Grant	9,276	-	1,627	1,122	-	
3215 Victim Witness Fund	60122 Lodging	MXC Mariposa County Victim Grant	3,150	-	3,150	-	-	
3215 Victim Witness Fund	60122 Lodging	No Program	0	-	0	761	-	
3215 Victim Witness Fund	60123 Mileage	MVW Mariposa Victim Witness Grant	1,512	-	5,610	1,331	-	1,90
3215 Victim Witness Fund	60123 Mileage	MXC Mariposa County Victim Grant	-	-	0	-	-	
3215 Victim Witness Fund	60123 Mileage	No Program	0	-	0	250	696	
3215 Victim Witness Fund	60124 Transportation - Employee	MVW Mariposa Victim Witness Grant	5,995	-	0	0	-	
3215 Victim Witness Fund	60124 Transportation - Employee	No Program	0	-	0	0	-	
3215 Victim Witness Fund	60181 Medical and Laboratory Expenses	No Program	0	-	0	0	-	
3215 Victim Witness Fund	60191 Memberships	MVW Mariposa Victim Witness Grant	734	-	425	309	-	30
3215 Victim Witness Fund	60191 Memberships	No Program	0	-	-	-	425	
3215 Victim Witness Fund	60201 Miscellaneous Expense	MVW Mariposa Victim Witness Grant	0	-	8,934	6,866	-	
3215 Victim Witness Fund	60201 Miscellaneous Expense	No Program	0	-	0	66	-	
3215 Victim Witness Fund	60211 Copy Machine Expense	MVW Mariposa Victim Witness Grant	1,100	-	1,100	271	-	93
3215 Victim Witness Fund	60211 Copy Machine Expense	No Program	0	-	0	291	865	
3215 Victim Witness Fund	60213 Office Supplies	MVW Mariposa Victim Witness Grant	24,902	-	30,882	29,074	-	57,57

Attachment: FY23 Requested Budget Study 5.10.22 (12781 : Requested Fiscal Year 2022-23 (FY23) Budget

Mariposa County

Lineitem Worksheet - 215 - Victim Witness
Revenues and Expenses:

			Budget			Actual		
			Requested	Recommended	Current	Year to Date		
Fund	Account	Program	2022-2023	2022-2023	2021-2022	2021-2022	2020-2021	2019-2020
3215 Victim Witness Fund	60213 Office Supplies	MXC Mariposa County Victim Grant	1,974	-	1,974	-	-	2,57
3215 Victim Witness Fund	60213 Office Supplies	No Program	0	-	0	234	53,687	
3215 Victim Witness Fund	60301 General Professional Services	MVW Mariposa Victim Witness Grant	0	-	0	-	-	48
3215 Victim Witness Fund	60392 Rents and Leases - Buildings	MVW Mariposa Victim Witness Grant	6,600	-	6,600	4,950	-	15,80
3215 Victim Witness Fund	60392 Rents and Leases - Buildings	No Program	0	-	0	550	5,700	
3215 Victim Witness Fund	60411 Telephone and Internet	MVW Mariposa Victim Witness Grant	2,500	-	2,200	2,635	-	5,58
3215 Victim Witness Fund	60411 Telephone and Internet	No Program	0	-	-	-	3,891	
3215 Victim Witness Fund	60414 Electricity	MVW Mariposa Victim Witness Grant	1,500	-	2,150	408	-	2,35
3215 Victim Witness Fund	60414 Electricity	MXC Mariposa County Victim Grant	-	-	0	-	-	2,05
3215 Victim Witness Fund	60414 Electricity	No Program	0	-	-	-	811	
3215 Victim Witness Fund	60431 Software	MVW Mariposa Victim Witness Grant	0	-	0	-	-	
3215 Victim Witness Fund	60441 Fuel	MVW Mariposa Victim Witness Grant	5,500	-	4,200	649	-	55
3215 Victim Witness Fund	60441 Fuel	No Program	0	-	0	0	134	
3215 Victim Witness Fund	60514 Client - Animal Caretaking	MVW Mariposa Victim Witness Grant	5,850	-	5,850	1,892	-	
3215 Victim Witness Fund	60514 Client - Animal Caretaking	MXC Mariposa County Victim Grant	3,239	-	15,239	12,000	-	
3215 Victim Witness Fund	60514 Client - Animal Caretaking	No Program	0	-	-	-	11,228	
3215 Victim Witness Fund	60518 Client - Clothing	MVW Mariposa Victim Witness Grant	0	-	-	571	-	
3215 Victim Witness Fund	60522 Client - Emergency Support	MXC Mariposa County Victim Grant	1,673	-	1,673	-	-	
3215 Victim Witness Fund	60524 Client - Food	MVW Mariposa Victim Witness Grant	500	-	494	494	-	
3215 Victim Witness Fund	60553 Client - Travel Transport	MVW Mariposa Victim Witness Grant	850	-	1,614	1,614	-	
3215 Victim Witness Fund	60553 Client - Travel Transport	No Program	0	-	0	0	-	
3215 Victim Witness Fund	60621 County Vehicle Expense	MVW Mariposa Victim Witness Grant	2,400	-	2,400	-	-	1,00
3215 Victim Witness Fund	60621 County Vehicle Expense	No Program	0	-	-	1,634	1,578	
3215 Victim Witness Fund	60701 Prior Period Adjustments	MVW Mariposa Victim Witness Grant	0	-	0	-	-	
3215 Victim Witness Fund	**E60000 Operating Expenses**	**MVW Mariposa Victim Witness Grant**	**79,543**	**-**	**93,686**	**61,213**	**-**	**102,49**
3215 Victim Witness Fund	**E60000 Operating Expenses**	**MXC Mariposa County Victim Grant**	**10,036**	**-**	**22,036**	**12,000**	**-**	**5,41**
3215 Victim Witness Fund	**E60000 Operating Expenses**	**No Program**	**0**	**-**	**0**	**3,628**	**85,254**	
3215 Victim Witness Fund	70411 Staff Vehicles	MVW Mariposa Victim Witness Grant	0	-	0	-	-	
3215 Victim Witness Fund	70411 Staff Vehicles	No Program	0	-	-	-	43,036	

Attachment: FY23 Requested Budget Study 5.10.22 (12781 : Requested Fiscal Year 2022-23 (FY23) Budget

Mariposa County

Lineitem Worksheet - 215 - Victim Witness
Revenues and Expenses:

			Budget			Actual		
			Requested	Recommended	Current	Year to Date		
Fund	Account	Program	2022-2023	2022-2023	2021-2022	2021-2022	2020-2021	2019-2020
3215 Victim Witness Fund	**E70000 Fixed Asset Expenses**	**MVW Mariposa Victim Witness Grant**	**0**	**-**	**0**	**-**	**-**	
3215 Victim Witness Fund	**E70000 Fixed Asset Expenses**	**No Program**	**0**	**-**	**-**	**-**	**43,036**	
3215 Victim Witness Fund	80111 Transfer Out - General	MVW Mariposa Victim Witness Grant	-	-	-	-	-	
3215 Victim Witness Fund	80111 Transfer Out - General	No Program	-	-	-	-	0	
3215 Victim Witness Fund	80231 General Insurance	MVW Mariposa Victim Witness Grant	7,969	-	2,226	557	-	1,30
3215 Victim Witness Fund	80231 General Insurance	MXC Mariposa County Victim Grant	0	-	872	218	-	
3215 Victim Witness Fund	80231 General Insurance	No Program	0	-	-	-	2,184	
3215 Victim Witness Fund	**E80000 Transfers and Appropriations for Contingencies Expenses**	**MVW Mariposa Victim Witness Grant**	**7,969**	**-**	**2,226**	**557**	**-**	**1,30**
3215 Victim Witness Fund	**E80000 Transfers and Appropriations for Contingencies Expenses**	**MXC Mariposa County Victim Grant**	**0**	**-**	**872**	**218**	**-**	
3215 Victim Witness Fund	**E80000 Transfers and Appropriations for Contingencies Expenses**	**No Program**	**0**	**-**	**-**	**-**	**2,184**	
3215 Victim Witness Fund	**Expenses Total Expense**	**MVW Mariposa Victim Witness Grant**	**280,051**	**-**	**271,519**	**202,126**	**-**	**269,19**
3215 Victim Witness Fund	**Expenses Total Expense**	**MXC Mariposa County Victim Grant**	**154,633**	**-**	**151,547**	**92,024**	**-**	**74,83**
3215 Victim Witness Fund	**Expenses Total Expense**	**No Program**	**0**	**-**	**0**	**8,376**	**412,977**	
3215 Victim Witness Fund	**MPC_Budget Net Balance**	**MVW Mariposa Victim Witness Grant**	**9,310**	**-**	**271,519**	**34,275**	**-**	**269,19**
3215 Victim Witness Fund	**MPC_Budget Net Balance**	**MXC Mariposa County Victim Grant**	**25,249**	**-**	**151,009**	**5,899**	**-**	**74,83**
3215 Victim Witness Fund	**MPC_Budget Net Balance**	**No Program**	**0**	**-**	**422,528**	**8,376**	**9,916**	**420,47**
Total Funds	**MPC_Net Balance**	**Total Program**	**(34,559)**	**-**	**0**	**20,000**	**9,916**	**76,44**

Attachment: FY23 Requested Budget Study 5.10.22 (12781 : Requested Fiscal Year 2022-23 (FY23) Budget

Organization: Agricultural Commissioner **Budget Unit #: 235**

Program Description:
The Agricultural Commissioner/Sealer of Weights and Measures is responsible for carrying out various programs pursuant to state law mandated by the California Department of Food and Agriculture. The specific programs mandated by California Food and Agricultural Code include promoting, protecting, and furthering the economy of California State and Mariposa County agriculture to the fullest extent possible. The California Food and Agriculture Code is designed to protect producers, handlers, and consumers by assuring that all agricultural products meet predetermined standards set by state laws and regulations. Mariposa County Agriculture Commissioner/ Sealer of Weights and Measures has the authority delegated, to actively further and protect the environment along with the health and welfare of the people of the State of California and County of Mariposa.

Weights and Measures programs are mandated by the California Business and Professions Code to include ensuring equity in the marketplace by, protecting the consumer with regard to accurate net weight contents statements, petroleum pricing, regulatory weights and measures testing, and weigh master enforcement.

The United States Department of Agriculture (USDA)/Animal and Plant Health Inspection Services (APHIS) - Wildlife Services Program is included within the Mariposa County Agriculture Commissioners/Sealer of Weights and Measures budget because it is a cost-shared program with the federal government for the services of a full-time specialist operating within Mariposa County.

Accomplishments:
- Appointment of a full-time Agricultural Commissioner/Sealer of Weights and Measures
- Continued protection of agriculture, environment, and consumers while dealing with staffing challenges
- Vigorous Pest Detection Trapping program through out Mariposa County, including Yosemite National Park
- Advanced work on the Noxious Weed program encompassing, surveying, and treating in project areas
- Built a relationship with Mariposa County Public Works Roads Department for treatment of leading-edge areas of invasive noxious weeds
- Hosted two continuing education workshops for Pesticide Use Enforcement program while complying with County Covid Protocols
- Furthered the use of the state-wide CalAgPermits system for the issuance of both restricted and non-restricted pesticide permits, enhanced mapping, and electronic pesticide use reporting
- Continued the use of CalPEATS, the web-based pesticide inspection program implemented by the State of California
- Training of Agricultural & Standards Inspector

Goals and Objectives for Fiscal Year:
- Transition to automated Pest Detection Trapping documentation by implanting Cal-Trap for trapping season 2022
- Host two continuing education workshops per year for Pesticide Use Enforcement program
- Monitor for new and emerging agricultural pests which would impact our agricultural industry
- Update and streamline departmental procedures and policies to continue the departmental transition
- Assist with training and development of staff to promote increased awareness and knowledge of state programs including Agricultural & Standards Inspector and Account Clerk
- Transfer jobs duties to appropriate staff

Attachment: FY23 Requested Budget Study 5.10.22 (12781 : Requested Fiscal Year 2022-23 (FY23) Budget

- Continue to improve Agricultural and Weights & Measures inspection programs to ensure a level playing field for producers, businesses, and consumers
- Work with State and Federal legislators for increased funding for USDA/APHIS - Wildlife Services Program, the Land Conservation (Williamson) Act, marketplace equity and consumer protection (Weights & Measures), invasive species programs, and invasive noxious weed management funding as programs funding decreases
- Work toward implementing GIS mapping of invasive noxious weed species throughout Mariposa County and continue to work with various agency partners and stakeholders on integrated weed management and control programs
- Review current and proposed State Contracts for opportunities to increase funding and services
- Evaluate and modify new software to replace paper-based reporting systems

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Requested Changes:

- Minor adjustments in line items are requested based on historical trends, inflation, service fee increases, and expectations for the coming year
- An Extra Help line is requested at FY23 levels that comes with a corresponding commitment to increased service levels.
- Anticipated Changes:
    - Funding from Apiary program is no longer available through CDFA.
    - The completion of the third Unclaimed Gas Tax installment from 2017 will decrease funding in 2022/2023.

Recommended Changes:

Final Budget Changes:

Attachment: FY23 Requested Budget Study 5.10.22 (12781 : Requested Fiscal Year 2022-23 (FY23) Budget

Mariposa County

Lineitem Worksheet - 235 - Agricultural Commissioner
Revenues and Expenses:

			Budget			Actual		
			Requested	Recommended	Current	Year to Date		
Fund	Account	Program	2022-2023	2022-2023	2021-2022	2021-2022	2020-2021	2019-2020
1001 General Fund	45161 Sealer Of Weights - State	No Program	1,200	-	1,075	1,228	1,588	55
1001 General Fund	45162 Agricultural Commission - State	No Program	250,000	-	351,014	276,686	400,950	332,44
1001 General Fund	**R45000 State Revenues**	**No Program**	**251,200**	**-**	**352,089**	**277,914**	**402,538**	**332,99**
1001 General Fund	46092 AARA - Invasive Weeds - Federal	No Program	0	-	0	-	-	
1001 General Fund	**R46000 Federal Revenues**	**No Program**	**0**	**-**	**0**	**-**	**-**	
1001 General Fund	47357 Fees And Supplies	No Program	2,300	-	2,300	2,845	3,067	2,65
1001 General Fund	**R47000 Fees For Service Revenues**	**No Program**	**2,300**	**-**	**2,300**	**2,845**	**3,067**	**2,65**
1001 General Fund	**Revenues Total Revenue**	**No Program**	**253,500**	**-**	**354,389**	**280,759**	**405,605**	**335,65**
1001 General Fund	51111 Regular salaries and wages	No Program	285,845	-	226,677	151,109	129,744	170,94
1001 General Fund	51112 Extra Help	No Program	18,000	-	25,000	9,062	16,869	9,62
1001 General Fund	51115 Overtime	No Program	-	-	0	-	-	
1001 General Fund	51201 FLSA Adjustment	No Program	-	-	0	-	-	
1001 General Fund	51202 Longevity Pay	No Program	-	-	-	-	-	75
1001 General Fund	51205 Out of Class Pay	No Program	-	-	0	128	1,276	3,66
1001 General Fund	51207 Standby Call Back Pay	No Program	-	-	-	130	-	
1001 General Fund	52101 Retirement - Employer	No Program	29,185	-	29,858	15,949	14,387	17,69
1001 General Fund	52102 Unfunded Liability Payment Total	No Program	42,071	-	41,758	41,681	33,664	10,33
1001 General Fund	52201 Medical - Active Employees	No Program	41,200	-	27,987	10,872	11,249	19,77
1001 General Fund	52202 Dental - Active Employees	No Program	3,150	-	2,338	1,357	-	
1001 General Fund	52203 Vision - Active Employees	No Program	556	-	401	233	-	
1001 General Fund	52205 Life Insurance	No Program	226	-	65	126	46	6
1001 General Fund	52206 Cash Cafeteria Plan	No Program	7,975	-	5,885	6,555	5,905	5,95
1001 General Fund	52208 Medical Insurance Administrative Fee	No Program	122	-	77	27	-	
1001 General Fund	52301 Social Security Total	No Program	18,217	-	10,300	9,915	8,250	11,20
1001 General Fund	52302 Medicare Total	No Program	4,521	-	2,772	2,429	2,150	2,77
1001 General Fund	52303 SDI Total	No Program	2,938	-	2,081	796	-	1,83
1001 General Fund	52401 Accrued Benefits	No Program	-	-	0	6,694	-	3,16
1001 General Fund	52502 Group Health for Retirees	No Program	25,181	-	23,652	-	21,208	9,38
1001 General Fund	52503 Unemployment	No Program	-	-	-	1,032	84	3,63
1001 General Fund	**E50000 Salary and Benefit Expenses**	**No Program**	**479,187**	**-**	**398,851**	**258,095**	**244,832**	**270,79**
1001 General Fund	60101 Uniforms / Clothing	No Program	400	-	300	-	129	15
1001 General Fund	60102 Food	No Program	50	-	-	21	-	
1001 General Fund	60111 Training and Seminars	No Program	2,000	-	1,500	1,480	245	53
1001 General Fund	60121 Meals	No Program	1,500	-	-	368	-	
1001 General Fund	60122 Lodging	No Program	2,500	-	-	1,426	-	
1001 General Fund	60123 Mileage	No Program	1,500	-	1,000	345	-	39
1001 General Fund	60124 Transportation - Employee	No Program	0	-	-	175	-	

Attachment: FY23 Requested Budget Study 5.10.22 (12781 : Requested Fiscal Year 2022-23 (FY23) Budget

Mariposa County

Lineitem Worksheet - 235 - Agricultural Commissioner
Revenues and Expenses:

			Budget			Actual		
			Requested	Recommended	Current	Year to Date		
Fund	Account	Program	2022-2023	2022-2023	2021-2022	2021-2022	2020-2021	2019-2020
1001 General Fund	60131 Maintenance - Equipment	No Program	250	-	500	-	-	2
1001 General Fund	60153 Special Departmental Supplies	No Program	27,000	-	51,000	3,866	1,351	53
1001 General Fund	60155 Small Tools	No Program	100	-	100	301	11	2
1001 General Fund	60191 Memberships	No Program	2,885	-	2,885	2,303	2,493	2,34
1001 General Fund	60201 Miscellaneous Expense	No Program	600	-	-	75	-	
1001 General Fund	60211 Copy Machine Expense	No Program	2,000	-	2,000	1,346	1,707	2,00
1001 General Fund	60213 Office Supplies	No Program	2,500	-	2,500	1,436	2,320	1,00
1001 General Fund	60214 Postage	No Program	500	-	-	446	-	
1001 General Fund	60215 Janitorial Supplies	No Program	300	-	550	132	-	33
1001 General Fund	60301 General Professional Services	No Program	0	-	0	-	24,000	144,96
1001 General Fund	60312 Agricultural Commissioner Services	No Program	83,163	-	80,793	74,904	100,549	81,99
1001 General Fund	60381 Publications and Legal Notices	No Program	100	-	100	30	30	
1001 General Fund	60391 Rents and Leases - Equipment	No Program	8,000	-	6,000	2,123	4,858	3,31
1001 General Fund	60392 Rents and Leases - Buildings	No Program	24,000	-	22,240	10,590	15,993	20,59
1001 General Fund	60411 Telephone and Internet	No Program	15,000	-	13,302	1,157	9,532	11,81
1001 General Fund	60412 Propane	No Program	1,500	-	1,000	599	-	
1001 General Fund	60414 Electricity	No Program	2,500	-	2,000	1,270	2,303	2,56
1001 General Fund	60421 Equipment	No Program	500	-	1,000	1,344	393	4
1001 General Fund	60431 Software	No Program	200	-	0	-	-	
1001 General Fund	60441 Fuel	No Program	5,000	-	3,000	2,382	2,631	1,95
1001 General Fund	60621 County Vehicle Expense	No Program	20,000	-	46,696	6,801	9,875	6,42
1001 General Fund	**E60000 Operating Expenses**	**No Program**	**204,048**	**-**	**238,466**	**114,920**	**178,420**	**281,03**
1001 General Fund	80231 General Insurance	No Program	7,067	-	3,745	936	3,876	4,10
1001 General Fund	**E80000 Transfers and Appropriations for Contingencies Expenses**	**No Program**	**7,067**	**-**	**3,745**	**936**	**3,876**	**4,10**
1001 General Fund	**Expenses Total Expense**	**No Program**	**690,302**	**-**	**641,062**	**373,952**	**427,128**	**555,93**
1001 General Fund	**MPC_Budget Net Balance**	**No Program**	**436,802**	**-**	**286,673**	**93,193**	**21,523**	**220,28**
Total Funds	**MPC_Net Balance**	**Total Program**	**(436,802)**	**-**	**(286,673)**	**(93,193)**	**(21,523)**	**(220,284**

Attachment: FY23 Requested Budget Study 5.10.22 (12781 : Requested Fiscal Year 2022-23 (FY23) Budget

Organization: Building and Permits / Building **Budget Unit #: 236**

Program Description:

The Building Department is operated as an Enterprise Fund which does not affect the General Fund. The Building Department enforces State laws, Building Codes, and County ordinances concerning the safe construction of structures. Enforcement includes inspecting structures to verify that construction or alteration work is performed according to approved plans and in accordance with the provisions of applicable codes; issuing orders required in enforcement; and issuing all permits required in the enforcement of the building and grading codes. Among the permits issued by this department are residential and commercial building construction, alteration or remodel work, repairs, mobile home installation, and grading permits.

Goals and Objectives for Fiscal Year:

It is the goal of the Building Department to reasonably ensure the minimum standards to safeguard life, limb, health, property and public welfare are met by regulating the design, construction, use and occupancy, and location of all building and structures within this jurisdiction according to the state building codes and local regulations.

Objectives for this year include introducing a new building permit program, preparing for the transition from the existing program to the new program, and provide training on the new program during and after the implementation. Another key objective is to bring the position of Deputy Director to the Building Department. Also, preparation and studying on the new building codes that are to be adopted and will be effective January 1, 2023.

Continue to recover from the impact of Covid 19. Covid 19 has significantly impacted the way permit applications are received and inspections are done, adding an additional layer of work to the process.

Continue to provide opportunities for Building staff to attend seminars and training programs designed to provide information on updated laws, regulations, and changes in the industry. This improves the staff's level of expertise and facilitates improved dialog with the public on permit and construction requirements. The seminars and training are also necessary for staff to meet the Continuing Education Units (C.E.U.s) required to maintain certifications.

Requested Changes:

Building is continuing to recover from an understaffed situation as a result of massive layoffs during the last recession. The number of permits issued continues to increase each year. Personnel allocations have not kept pace with the number of permits issued and the overall workload.

Revenue from construction permits remains approximately the same based on anticipated projects occurring during the fiscal year. Interest increase is based on previous fiscal year collection amount. Miscellaneous Revenue is based on the previous year’s actual collections. General Fund support is requested in the fee study determined and board approved amount to offset public good activities. Extra-Help remains the same to allow temporary, part time help as needed. Overtime is expected to increase to allow existing personnel additional time as needed to limit the backlog occurring from the current rate of permit applications. Professional Services remains the same to cover expected costs for Professional Service

Attachment: FY23 Requested Budget Study 5.10.22 (12781 : Requested Fiscal Year 2022-23 (FY23) Budget

Organization: Building and Permits / Building **Budget Unit #: 236**

Agreements. Books line is increased for the purchase of the new Building Code books. The County Vehicle and Fuel expense lines are based on anticipated increased demand for inspections and expected higher fuel costs.

Recommended Changes:

Final Budget Changes:

Attachment: FY23 Requested Budget Study 5.10.22 (12781 : Requested Fiscal Year 2022-23 (FY23) Budget

Mariposa County

Lineitem Worksheet - 236 - Building
Revenues and Expenses:

Fund	Account	Program	Budget Requested 2022-2023	Budget Recommended 2022-2023	Budget Current 2021-2022	Actual Year to Date 2021-2022	Actual 2020-2021	Actual 2019-2020
6600 Building	44201 Interest From Investments	No Program	6,438	-	8,700	-	4,713	5,47
6600 Building	**R44000 Interest Revenues**	**No Program**	**6,438**	**-**	**8,700**	**-**	**4,713**	**5,47**
6600 Building	47203 Construction Permits	No Program	731,500	-	647,000	573,150	907,683	716,38
6600 Building	47214 Reinspection and Additional Planning Check	No Program	18,000	-	18,000	9,918	11,998	1,37
6600 Building	47216 Vacation Rental	No Program	31,000	-	17,000	21,788	28,421	4,65
6600 Building	47217 Violation Fees	No Program	31,000	-	10,100	16,520	15,252	3,37
6600 Building	47224 Appeal	No Program	1,164	-	1,164	-	-	
6600 Building	47225 Fire Fees	No Program	0	-	3,000	-	3,880	
6600 Building	**R47000 Fees For Service Revenues**	**No Program**	**812,664**	**-**	**696,264**	**621,376**	**967,234**	**725,78**
6600 Building	48189 Miscellaneous Revenue Account	No Program	22,000	-	15,000	1,810	9,731	11,26
6600 Building	48193 Continuing Education Fee	No Program	0	-	0	9	45	2,06
6600 Building	**R48000 Miscellaneous Revenues**	**No Program**	**22,000**	**-**	**15,000**	**1,819**	**9,776**	**13,32**
6600 Building	49101 Transfer In - General	No Program	142,251	-	142,251	-	106,688	142,25
6600 Building	**R49000 Transfer In Revenues**	**No Program**	**142,251**	**-**	**142,251**	**-**	**106,688**	**142,25**
6600 Building	**49999 Beginning Fund Balance**	**No Program**	**590,500**	**-**	**590,496**	**-**	**-**	
6600 Building	**Revenues Total Revenue**	**No Program**	**1,573,853**	**-**	**1,452,711**	**623,195**	**1,088,411**	**886,83**
6600 Building	51111 Regular salaries and wages	No Program	546,119	-	496,270	259,205	455,766	404,59
6600 Building	51112 Extra Help	No Program	7,000	-	7,000	29,321	4,084	14,26
6600 Building	51115 Overtime	No Program	3,500	-	3,500	2,986	3,867	3,64
6600 Building	51116 Extra Straight Time Hours	No Program	1,000	-	1,300	313	770	19
6600 Building	51201 FLSA Adjustment	No Program	-	-	100	19	47	1
6600 Building	51202 Longevity Pay	No Program	4,033	-	1,950	1,463	1,813	1,02
6600 Building	51205 Out of Class Pay	No Program	-	-	-	54,454	-	
6600 Building	52101 Retirement - Employer	No Program	56,171	-	50,691	27,580	50,750	45,38
6600 Building	52102 Unfunded Liability Payment Total	No Program	80,972	-	70,895	70,765	55,835	47,14
6600 Building	52104 GASB 68 Net Pension Liability Expense	No Program	-	-	-	-	-	54,61
6600 Building	52201 Medical - Active Employees	No Program	93,084	-	75,410	47,509	79,345	76,54
6600 Building	52202 Dental - Active Employees	No Program	7,607	-	7,936	3,809	-	
6600 Building	52203 Vision - Active Employees	No Program	1,130	-	1,143	539	-	
6600 Building	52205 Life Insurance	No Program	366	-	314	140	301	28
6600 Building	52206 Cash Cafeteria Plan	No Program	5,064	-	8,326	4,180	8,939	5,31
6600 Building	52207 GASB 75 Net OPEB Liability	No Program	-	-	-	-	-	201,05
6600 Building	52208 Medical Insurance Administrative Fee	No Program	245	-	191	90	-	
6600 Building	52301 Social Security Total	No Program	34,702	-	29,377	19,201	28,533	24,91
6600 Building	52302 Medicare Total	No Program	8,218	-	6,972	4,866	6,672	6,04
6600 Building	52303 SDI Total	No Program	5,552	-	4,292	3,767	-	2,89
6600 Building	52401 Accrued Benefits	No Program	-	-	500	2,270	10,668	9,03

Attachment: FY23 Requested Budget Study 5.10.22 (12781 : Requested Fiscal Year 2022-23 (FY23) Budget

Mariposa County

Lineitem Worksheet - 236 - Building
Revenues and Expenses:

			Budget			Actual		
			Requested	Recommended	Current	Year to Date		
Fund	Account	Program	2022-2023	2022-2023	2021-2022	2021-2022	2020-2021	2019-2020
6600 Building	52502 Group Health for Retirees	No Program	32,669	-	22,801	-	22,408	25,47
6600 Building	52503 Unemployment	No Program	-	-	-	-	-	
6600 Building	**E50000 Salary and Benefit Expenses**	**No Program**	**887,432**	**-**	**788,968**	**532,476**	**729,798**	**922,42**
6600 Building	60101 Uniforms / Clothing	No Program	500	-	500	-	75	15
6600 Building	60111 Training and Seminars	No Program	3,000	-	1,000	2,299	390	45
6600 Building	60123 Mileage	No Program	100	-	200	-	-	
6600 Building	60153 Special Departmental Supplies	No Program	2,000	-	3,646	-	4,341	1,11
6600 Building	60181 Medical and Laboratory Expenses	No Program	0	-	-	28	-	
6600 Building	60191 Memberships	No Program	800	-	1,000	105	530	64
6600 Building	60201 Miscellaneous Expense	No Program	2,000	-	-	3,267	-	
6600 Building	60211 Copy Machine Expense	No Program	2,000	-	2,000	1,971	2,871	3,17
6600 Building	60213 Office Supplies	No Program	4,000	-	4,000	2,930	4,569	2,84
6600 Building	60214 Postage	No Program	900	-	-	44	-	
6600 Building	60301 General Professional Services	No Program	9,000	-	12,000	1,770	1,013	1,03
6600 Building	60371 Bank Fees	No Program	20	-	40	-	40	2
6600 Building	60381 Publications and Legal Notices	No Program	900	-	300	350	522	72
6600 Building	60411 Telephone and Internet	No Program	900	-	900	669	872	82
6600 Building	60431 Software	No Program	25,000	-	25,000	10,611	13,029	15,34
6600 Building	60441 Fuel	No Program	6,500	-	4,500	5,488	6,241	6,51
6600 Building	60621 County Vehicle Expense	No Program	15,500	-	15,500	9,147	21,023	19,37
6600 Building	**E60000 Operating Expenses**	**No Program**	**73,120**	**-**	**70,586**	**38,679**	**55,516**	**52,21**
6600 Building	70701 Depreciation	No Program	0	-	-	-	450	45
6600 Building	**E70000 Fixed Asset Expenses**	**No Program**	**0**	**-**	**-**	**-**	**450**	**45**
6600 Building	80221 Cost Allocation Overhead Transfer	No Program	78,183	-	77,951	-	80,716	81,56
6600 Building	80231 General Insurance	No Program	135,118	-	10,792	2,698	9,768	8,58
6600 Building	**E80000 Transfers and Appropriations for Contingencies Expenses**	**No Program**	**213,301**	**-**	**88,743**	**2,698**	**90,484**	**90,14**
6600 Building	92001 Contingency Designation	No Program	400,000	-	504,414	-	-	
6600 Building	**E90000 Appropriations for Reserves and Contingencies Expenses**	**No Program**	**400,000**	**-**	**504,414**	**-**	**-**	
6600 Building	**Expenses Total Expense**	**No Program**	**1,573,853**	**-**	**1,452,711**	**573,853**	**876,248**	**1,065,23**
6600 Building	**MPC_Budget Net Balance**	**No Program**	**0**	**-**	**0**	**49,342**	**212,163**	**178,40**
Total Funds	**MPC_Net Balance**	**Total Program**	**0**	**-**	**0**	**49,342**	**212,163**	**(178,400**

Attachment: FY23 Requested Budget Study 5.10.22 (12781 : Requested Fiscal Year 2022-23 (FY23) Budget

Organization: Library / Education **Budget Unit #: 606**

Program Description:

The Mariposa County Library System is committed to supporting lifelong learning and knowledge through self-education for all residents and visitors of Mariposa County. The Library strives to enrich the lives of all users by meeting the informational, recreational, self-educational and cultural needs of the community. Our helpful and expert staff provides information, quality service, and programs in a welcoming environment. The Mariposa County Library System provides free access to ideas and information to all citizens regardless of age, ethnic background, educational, and socioeconomic level.

Accomplishments:

- Expanded Online services
- Maintained service during the Covid pandemic via Curbside Service
- Expanded online Databases: Guide Books and Lesson Plans, Pro-Quest Research Services, Gale Academic File, Gale Interactive Science, Gale Business Entrepreneur etc.
- Received State grant for Literacy Services
- Maintained patron and staff safety through rigorous adherence to Health Dept. guidelines during the pandemic
- Started the All Holiday Tree…all ages participate in coloring ornaments and adding to the community tree

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Goals and Objectives for Fiscal Year:

- Return to normal staffing levels and resume regular services and hours
- Hire new County Librarian
- Expand and consolidate training of new hire full time and extra help staff
- Restart Programming, Book signing, 3D printing, IPhone and Android classes, Computer and Internet Classes, Pre-School Storytime and the Summer Reading Program

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Other Department Funds

3430 Library Private Donation
This fund was established in Fiscal Year 2010-11 to accept a donation from the Tillie Stroming Trust to the County Library. This funding is to be used to enhance the County's library and is at the discretion of the County Librarian with the approval of the Board of Supervisors.

Requested Changes:

None.

Attachment: FY23 Requested Budget Study 5.10.22 (12781 : Requested Fiscal Year 2022-23 (FY23) Budget

Mariposa County

Lineitem Worksheet - 606 - Library
Revenues and Expenses:

Fund	Account	Program	Budget Requested 2022-2023	Budget Recommended 2022-2023	Budget Current 2021-2022	Actual Year to Date 2021-2022	Actual 2020-2021	Actual 2019-2020
1001 General Fund	45321 LSTA Grant - Robot - State	No Program	0	-	0	-	-	
1001 General Fund	45322 Library Grants - State	No Program	46,000	-	46,000	33,328	-	28,1
1001 General Fund	**R45000 State Revenues**	**No Program**	**46,000**	**-**	**46,000**	**33,328**	**-**	**28,1**
1001 General Fund	47381 Library Fines And Fees	No Program	6,000	-	6,000	2,910	1,336	7,9
1001 General Fund	**R47000 Fees For Service Revenues**	**No Program**	**6,000**	**-**	**6,000**	**2,910**	**1,336**	**7,9**
1001 General Fund	48121 Donations	No Program	2,500	-	2,500	-	26,637	2,9
1001 General Fund	**R48000 Miscellaneous Revenues**	**No Program**	**2,500**	**-**	**2,500**	**-**	**26,637**	**2,9**
1001 General Fund	**Revenues Total Revenue**	**No Program**	**54,500**	**-**	**54,500**	**36,238**	**27,973**	**39,1**
1001 General Fund	51111 Regular salaries and wages	No Program	267,889	-	224,312	163,438	201,908	234,2
1001 General Fund	51112 Extra Help	No Program	120,000	-	150,000	93,040	41,824	115,4
1001 General Fund	51115 Overtime	No Program	-	-	-	239	-	
1001 General Fund	51202 Longevity Pay	No Program	99	-	-	-	-	
1001 General Fund	52101 Retirement - Employer	No Program	27,362	-	22,579	16,771	22,397	25,2
1001 General Fund	52102 Unfunded Liability Payment Total	No Program	39,443	-	31,578	31,520	29,328	25,5
1001 General Fund	52201 Medical - Active Employees	No Program	35,290	-	18,271	14,602	22,036	36,8
1001 General Fund	52202 Dental - Active Employees	No Program	2,747	-	2,213	1,284	-	
1001 General Fund	52203 Vision - Active Employees	No Program	516	-	413	240	-	
1001 General Fund	52205 Life Insurance	No Program	266	-	215	169	216	2
1001 General Fund	52206 Cash Cafeteria Plan	No Program	13,832	-	15,019	10,869	15,013	12,9
1001 General Fund	52208 Medical Insurance Administrative Fee	No Program	153	-	61	36	-	
1001 General Fund	52301 Social Security Total	No Program	17,473	-	14,055	10,480	13,291	15,3
1001 General Fund	52302 Medicare Total	No Program	5,826	-	5,462	3,622	3,661	5,3
1001 General Fund	52303 SDI Total	No Program	2,818	-	1,494	1,064	-	1,4
1001 General Fund	52401 Accrued Benefits	No Program	-	-	-	-	-	4,2
1001 General Fund	52502 Group Health for Retirees	No Program	16,874	-	16,697	-	15,811	17,8
1001 General Fund	52503 Unemployment	No Program	-	-	-	(430)	15,207	1,1
1001 General Fund	**E50000 Salary and Benefit Expenses**	**No Program**	**550,588**	**-**	**502,369**	**346,943**	**380,692**	**496,0**
1001 General Fund	60111 Training and Seminars	No Program	1,000	-	1,000	-	-	1,4
1001 General Fund	60123 Mileage	No Program	1,000	-	1,000	-	-	1,8
1001 General Fund	60131 Maintenance - Equipment	No Program	1,000	-	1,000	400	-	5
1001 General Fund	60132 Maintenance - Buildings and Improvements	No Program	1,000	-	700	193	-	3
1001 General Fund	60153 Special Departmental Supplies	No Program	36,000	-	18,000	20,717	23,335	37,3
1001 General Fund	60191 Memberships	No Program	500	-	500	344	218	1
1001 General Fund	60201 Miscellaneous Expense	No Program	-	-	-	3,226	4,802	6,3
1001 General Fund	60213 Office Supplies	No Program	6,000	-	6,000	6,324	2,262	7,2
1001 General Fund	60214 Postage	No Program	5,000	-	5,000	1,222	1,973	2
1001 General Fund	60215 Janitorial Supplies	No Program	-	-	-	-	-	
1001 General Fund	60301 General Professional Services	No Program	140,000	-	90,000	56,876	16,935	29,3

Attachment: FY23 Requested Budget Study 5.10.22 (12781 : Requested Fiscal Year 2022-23 (FY23) Budget

Mariposa County

Lineitem Worksheet - 606 - Library
Revenues and Expenses:

			Budget			Actual		
			Requested	Recommended	Current	Year to Date		
			2022-2023	2022-2023	2021-2022	2021-2022	2020-2021	2019-2020
Fund	**Account**	**Program**						
1001 General Fund	60317 Library Services	No Program	40,000	-	6,000	2,399	88,810	94,4
1001 General Fund	60411 Telephone and Internet	No Program	10,000	-	10,000	10,022	9,976	9,0
1001 General Fund	60412 Propane	No Program	3,000	-	-	1,885	-	
1001 General Fund	60413 Water and Sewer	No Program	6,000	-	-	6,324	-	
1001 General Fund	60414 Electricity	No Program	20,000	-	30,000	15,572	24,212	24,7
1001 General Fund	60415 Garbage Disposal	No Program	-	-	-	194	-	
1001 General Fund	60421 Equipment	No Program	4,500	-	4,500	-	2,725	4,6
1001 General Fund	60431 Software	No Program	-	-	-	80	-	
1001 General Fund	60521 Client - Education	No Program	-	-	-	47	-	
1001 General Fund	60533 Client - Utilities	No Program	-	-	-	97	-	
1001 General Fund	60621 County Vehicle Expense	No Program	-	-	-	-	-	3
1001 General Fund	**E60000 Operating Expenses**	**No Program**	**275,000**	**-**	**173,700**	**125,921**	**175,248**	**218,3**
1001 General Fund	70221 Technological Equipment	No Program	-	-	-	-	-	
1001 General Fund	**E70000 Fixed Asset Expenses**	**No Program**	**-**	**-**	**-**	**-**	**-**	
1001 General Fund	80231 General Insurance	No Program	10,755	-	6,373	1,593	7,512	7,1
1001 General Fund	**E80000 Transfers and Appropriations for Contingencies Expenses**	**No Program**	**10,755**	**-**	**6,373**	**1,593**	**7,512**	**7,1**
1001 General Fund	**Expenses Total Expense**	**No Program**	**836,343**	**-**	**682,442**	**474,457**	**563,452**	**721,4**
1001 General Fund	**MPC_Budget Net Balance**	**No Program**	**781,843**	**-**	**627,942**	**438,218**	**535,479**	**682,3**
3430 Library Private Donation	44201 Interest From Investments	No Program	5,000	-	5,000	-	4,161	6,5
3430 Library Private Donation	**R44000 Interest Revenues**	**No Program**	**5,000**	**-**	**5,000**	**-**	**4,161**	**6,5**
3430 Library Private Donation	**49999 Beginning Fund Balance**	**No Program**	**369,436**	**-**	**364,436**	**-**	**-**	
3430 Library Private Donation	**Revenues Total Revenue**	**No Program**	**374,436**	**-**	**369,436**	**-**	**4,161**	**6,5**
3430 Library Private Donation	60201 Miscellaneous Expense	No Program	374,436	-	369,436	-	-	
3430 Library Private Donation	**E60000 Operating Expenses**	**No Program**	**374,436**	**-**	**369,436**	**-**	**-**	
3430 Library Private Donation	80111 Transfer Out - General	No Program	-	-	-	-	-	
3430 Library Private Donation	**E80000 Transfers and Appropriations for Contingencies Expenses**	**No Program**	**-**	**-**	**-**	**-**	**-**	
3430 Library Private Donation	**Expenses Total Expense**	**No Program**	**374,436**	**-**	**369,436**	**-**	**-**	
3430 Library Private Donation	**MPC_Budget Net Balance**	**No Program**	**0**	**-**	**0**	**-**	**4,161**	**6,5**
Total Funds	**MPC_Net Balance**	**Total Program**	**(781,843)**	**-**	**(627,942)**	**(438,218)**	**(531,318)**	**(675,78**

Attachment: FY23 Requested Budget Study 5.10.22 (12781 : Requested Fiscal Year 2022-23 (FY23) Budget

Organization: UC Cooperative Extension **Budget Unit #: 608**

Program Description:

The University of California Cooperative Extension (UCCE) program in Mariposa operates under a cooperative agreement between the University of California and the County of Mariposa to provide teaching, research and public service programs to county residents. The close partnership is developed to ensure that extension and educational programs are focused on addressing local issues in the areas of livestock, field crops, horticultural crops, home gardens and orchards, natural resources, and 4-H youth development. This is accomplished through research trials, experiments, workshops, seminars, social media, training and informational videos, publications, consultations, and 4-H club and afterschool activities. The UCCE Mariposa office has a Livestock and Natural Resources Advisor that also serves as the UC County Director / Department Head. There is a 4-H Advisor based in Merced, and a Viticulture Advisor based in Madera, who also serve Mariposa County. One grant funded Fire Ecology Educator coordinate work to encourage use of prescribed fire. The 4-H Coordinator is county funded and coordinates youth activities and is responsible for conducting, managing, and developing a progressive 4-H youth program in conjunction with the 4-H Advisor. This position also manages the adult volunteer leadership, youth members, and clubs. The Master Gardener Coordinator is county funded extra help position that coordinates the training of MG volunteers, the public, and manages the MG gardener volunteer program for the County.

I am requesting that the current full time county funded Office Technician shared 50/50 with the Department of Agriculture responsible for all the UCCE office management and administrative duties become a full time UCCE employee because of the growth of our department. The part time Office Assistant is county funded and supports the different programs with web-site updates, maintaining email lists, recording, editing and uploading various video program, as well as supporting the Office Technician with program administrative duties.

I am excited to share that last year I got approval for a Fire Advisor position to be based in Mariposa (hiring in process), and a cross county Woody Biomass and forestry Products advisor position (hiring in process) and in March 2022 was approved for another advisor position (Sustainable Agriculture Systems Advisor) to be based in Mariposa. This is an additional 3 advisors that be serving the county in three critical areas that promote agriculture production, economic growth, climate change mitigation and environmental sustainability. Our department also added two grant funded Master Food Preserver positions are working to establish a program here and started training volunteers and communities on best science-based food preservation techniques.

Overall UCCE Program Goals:

- Strengthen the relationship between UCCE, county and the community, and promote a better understanding of the UCCE programs within the community.
- Disseminate useful, science-based information to address identified community needs and promote environmental sustainability.
- Develop new, and expand current extension educational programs in livestock, field crops, horticultural crops, home gardens and orchards, natural resources, and 4-H youth development program.
- Increase UCCE footprint by applying for grants to funds strategic positions and programs.

Attachment: FY23 Requested Budget Study 5.10.22 (12781 : Requested Fiscal Year 2022-23 (FY23) Budget

Accomplishments:

- The Promoting Prescribed Fire Program held 6 Prescribed Burn Association (PBA) meetings and demonstrations. Attended a cultural burn demonstration hosted by Ron Goode of North Folk Mono. So far 83 people have been attending, and regional PBA is being formalized. We created a UCCE YouTube channel where we upload educational and demonstration videos on prescribed fire and to date the videos have been viewed more than 3000 times and being used for Continuing education credits for national Society for Range Management rangeland managers. We continue with research evaluating the benefits of grazing on fire fuels reduction. We have begun trials to assess timing of prescribed fire that optimizes control of the weed medusahead.
- Livestock and Natural Resources program plans to increase and diversify agriculture production and value-adding opportunities while ensuring sustainable management of natural resources. Research investigating benefits of Payment for Ecosystems Services for soil health, carbon setting and improve returns for ranching communities continues. Research investigating changes to ecosystem health and factors driving rangeland conversion – with the goal to reduce negative impact and improve agriculture productivity and ecosystem sustainability.
- The Master Gardener Program has provided over 25 years of service to Mariposa County residents, offering more than 81,000 hours of volunteer service to the community. In lieu of in-person events, the Master Gardeners produced 6 short educational videos for both youth and adults on gardening topics from tomatoes to oak tree care as well as a wildflower tour and milkweed tour of Mariposa County, totaling 4,500 views. The Master Gardeners produced 5 Master Gardener training videos that have been added to the Statewide Master Gardener repository for training new volunteers. Master Gardeners continue to provide a weekly radio show on KRYZ Mariposa with an average listening audience of nearly 1200 listeners/month on the radio and online. Two educational articles are produced each month and disseminated to the public via local media and online outlets as well as to our 585-person email listserv. Our very active Master Gardener Facebook page garnered over 100,000 impressions this year. In spite of closures, our volunteers answered 221 gardening and landscaping questions at the Farmer's Market and 114 questions through our Helpline.
- 4-H Youth Development Program for the second time delivered the State's first virtual summer camp that was 2 weeks in length and contained over 60 stand-alone interactive activities. Delivered AG in the classroom school enrichment curriculum to County schools for distance learning and recruited new members and project leaders. Participated in numerous virtual professional development seminars and workshops and successfully held a livestock auction and had successful fundraising events.

Goals and Objectives for Fiscal Year:

Prescribed Fire Program

- Offer quarterly workshops and/or presentations on prescribed fire, cultural burning to multiple audiences: youth, landowners, Native Americans s and PBA members.
- Provide field opportunities to train on practical skills necessary to conduct prescribed burns.
- Continue to provide coordination for the SSPFC as well as continue our participation in the Mariposa Fire Advisory Council and support any local vegetation management programs.
- Continue the production and delivery of prescribed fire and integrated fire management information through various media: websites, Facebook pages, Twitter, and YouTube channel.
- Provide links to locally relevant resources for other fire mitigation aspects including defensible space, home hardening, and vegetation management to complement our Rx fire efforts.

Attachment: FY23 Requested Budget Study 5.10.22 (12781 : Requested Fiscal Year 2022-23 (FY23) Budget

Livestock and Natural Resources Program

- Organize 2 Integrated weed management workshops in collaboration with Department of Agriculture.
- Organize 2 livestock and rangeland management workshops.
- Continue research investigating changes to ecosystem function and factors driving rangeland conversion – with the goal to reduce negative impact and improve agriculture productivity.
- Continue research on using remote sensing to estimate forage production, which will allow for more efficient rangeland productivity assessment which can help in making decision about changing stocking rate during droughts.
- Research on prevalence of the disease anaplasmosis in the region in order to develop viable prevention strategies.
- Explore the feasibility of using almond hulls as supplementary feed in beef cattle.

Master Gardener Program

- Currently has a training class of 20 volunteers
- Continue to develop relevant educational programs and digital resources in home horticulture, pest management, and sustainable landscaping in keeping with issues identified by community residents.
- Expand our digital and social media presence with instructional videos on home gardening topics and an increased presence on the Master Gardener and UCCE Mariposa Facebook pages.
- Continue to support and collaborate with county and local agencies to provide gardening, composting, school gardening, community gardens and green spaces in Mariposa County and continued support to the Cal Fire Demonstration Garden and the Mariposa Parkway Project.
- Expand research-based training and outreach, including training in local issues such as post-fire restoration, defensible space, vegetable gardening, native plants and plant propagation.
- Continue to collaborate with Plant-a-Row programs to provide fresh produce to low-income families.

4-H Youth Development Program

- Retain clubs and members throughout pandemic.
- Receive County approval for facility use.
- Collaborate on UCANR Healthy Living Grant.
- Develop and deliver State-wide virtual summer camp.
- Maintain relationships with County media outlets and organizations.
- Adapt events and delivery to virtual platforms.
- Work in-person with Teachers, Students, and School District to deliver additional 4-H curriculum.

Master Food Preserver Program (MFP)

- Currently have a training class of 30 volunteers
- Continue with training volunteers and communities of all ages on best food preservation practices
- Expand the program to schools to teach them about food poisoning associated wrong preservation techniques

Fire Advisor, Woody Biomass Advisor and Sustainable Agriculture Systems Advisor

- The programs of the 3 advisors under recruitment will be developed when the new hires start their positions. The programs will be based on issues, priorities and needs of the community and region that will be identified using needs assessments.

Requested Changes:

Attachment: FY23 Requested Budget Study 5.10.22 (12781 : Requested Fiscal Year 2022-23 (FY23) Budget

Organization: UC Cooperative Extension **Budget Unit #: 608**

Our requested budget increased this year because of the addition of the 2 Master Food Preserver positions and the 3 new advisors. For these new advisors and program coordinators to be effective and make the expected impact we will need additional support for the department. As a result I am requesting increases in expenses such as training, transportation, community service, mileage and vehicle costs because more people will be travelling and engaged in research and outreach. I am also requesting one more vehicle so we will have 2 vehicles shared among a total of 8 advisors and program coordinators. We also increased other budget items due to the current trends in price increases.

Recommended Changes:

Final Budget Changes:

Attachment: FY23 Requested Budget Study 5.10.22 (12781 : Requested Fiscal Year 2022-23 (FY23) Budget

Mariposa County

Lineitem Worksheet - 608 - UC Cooperative Extension
Revenues and Expenses:

			Budget			Actual		
			Requested	Recommended	Current	Year to Date		
Fund	Account	Program	2022-2023	2022-2023	2021-2022	2021-2022	2020-2021	2019-2020
1001 General Fund	51111 Regular salaries and wages	No Program	115,210	-	79,865	59,260	74,828	67,43
1001 General Fund	51112 Extra Help	No Program	35,000	-	35,000	30,989	42,756	33,07
1001 General Fund	51115 Overtime	No Program	-	-	-	1,619	-	56
1001 General Fund	51116 Extra Straight Time Hours	No Program	-	-	-	59	-	
1001 General Fund	51201 FLSA Adjustment	No Program	-	-	-	20	87	
1001 General Fund	51202 Longevity Pay	No Program	1,100	-	-	-	-	
1001 General Fund	52101 Retirement - Employer	No Program	11,875	-	8,466	6,265	8,298	7,54
1001 General Fund	52102 Unfunded Liability Payment Total	No Program	17,118	-	11,839	11,817	8,646	9,67
1001 General Fund	52201 Medical - Active Employees	No Program	8,472	-	4,019	3,253	4,961	10,62
1001 General Fund	52202 Dental - Active Employees	No Program	1,097	-	830	482	-	
1001 General Fund	52203 Vision - Active Employees	No Program	206	-	155	90	-	
1001 General Fund	52205 Life Insurance	No Program	53	-	40	29	36	3
1001 General Fund	52206 Cash Cafeteria Plan	No Program	6,455	-	5,885	4,371	5,905	2,57
1001 General Fund	52208 Medical Insurance Administrative Fee	No Program	61	-	15	9	-	
1001 General Fund	52301 Social Security Total	No Program	7,611	-	5,376	4,086	5,068	4,74
1001 General Fund	52302 Medicare Total	No Program	2,288	-	1,765	1,364	1,768	1,59
1001 General Fund	52303 SDI Total	No Program	1,228	-	1,041	738	-	70
1001 General Fund	52401 Accrued Benefits	No Program	-	-	-	-	-	9,35
1001 General Fund	52502 Group Health for Retirees	No Program	11,265	-	11,968	-	11,676	7,26
1001 General Fund	**E50000 Salary and Benefit Expenses**	**No Program**	**219,039**	**-**	**166,264**	**124,452**	**164,029**	**155,19**
1001 General Fund	60102 Food	No Program	-	-	-	81	-	
1001 General Fund	60111 Training and Seminars	No Program	4,000	-	1,500	-	35	14
1001 General Fund	60121 Meals	No Program	-	-	-	88	-	
1001 General Fund	60122 Lodging	No Program	3,000	-	1,000	448	-	57
1001 General Fund	60123 Mileage	No Program	6,000	-	2,000	47	100	1,22
1001 General Fund	60131 Maintenance - Equipment	No Program	800	-	300	-	-	14
1001 General Fund	60153 Special Departmental Supplies	No Program	1,500	-	1,000	-	-	66
1001 General Fund	60155 Small Tools	No Program	100	-	50	-	26	6
1001 General Fund	60191 Memberships	No Program	50	-	40	-	39	3
1001 General Fund	60211 Copy Machine Expense	No Program	3,000	-	3,000	2,020	2,562	2,92
1001 General Fund	60213 Office Supplies	No Program	4,500	-	3,500	1,911	1,072	3,10
1001 General Fund	60214 Postage	No Program	-	-	-	18	-	
1001 General Fund	60215 Janitorial Supplies	No Program	400	-	400	190	-	35
1001 General Fund	60392 Rents and Leases - Buildings	No Program	22,000	-	20,205	13,728	16,042	18,85
1001 General Fund	60411 Telephone and Internet	No Program	1,500	-	1,400	1,157	1,448	1,39
1001 General Fund	60412 Propane	No Program	1,400	-	1,000	599	-	
1001 General Fund	60414 Electricity	No Program	2,000	-	1,500	1,270	2,303	2,56

Attachment: FY23 Requested Budget Study 5.10.22 (12781 : Requested Fiscal Year 2022-23 (FY23) Budget

Mariposa County

Lineitem Worksheet - 608 - UC Cooperative Extension
Revenues and Expenses:

			Budget			Actual		
			Requested	Recommended	Current	Year to Date		
Fund	Account	Program	2022-2023	2022-2023	2021-2022	2021-2022	2020-2021	2019-2020
1001 General Fund	60421 Equipment	No Program	400	-	400	-	366	33
1001 General Fund	60431 Software	No Program	300	-	100	-	-	3
1001 General Fund	60441 Fuel	No Program	3,000	-	1,000	114	98	18
1001 General Fund	60508 Client - Community Education and Engagement	No Program	7,000	-	5,450	169	2,063	4,11
1001 General Fund	60621 County Vehicle Expense	No Program	4,000	-	4,000	3,257	3,995	4,06
1001 General Fund	**E60000 Operating Expenses**	**No Program**	**64,950**	**-**	**47,845**	**25,098**	**30,149**	**40,77**
1001 General Fund	70411 Staff Vehicles	No Program	45,000	-	-	-	-	
1001 General Fund	**E70000 Fixed Asset Expenses**	**No Program**	**45,000**	**-**	**-**	**-**	**-**	
1001 General Fund	80231 General Insurance	No Program	4,526	-	1,930	483	2,056	1,96
1001 General Fund	**E80000 Transfers and Appropriations for Contingencies Expenses**	**No Program**	**4,526**	**-**	**1,930**	**483**	**2,056**	**1,96**
1001 General Fund	**Expenses Total Expense**	**No Program**	**333,515**	**-**	**216,039**	**150,033**	**196,234**	**197,93**
1001 General Fund	**MPC_Budget Net Balance**	**No Program**	**333,515**	**-**	**216,039**	**150,033**	**196,234**	**197,93**
Total Funds	**MPC_Net Balance**	**Total Program**	**(333,515)**	**-**	**(216,039)**	**(150,033)**	**(196,234)**	**(197,935**

Attachment: FY23 Requested Budget Study 5.10.22 (12781 : Requested Fiscal Year 2022-23 (FY23) Budget

MARIPOSA COUNTY

Administration/Human Resources · 966-3222

MEETING: May 10, 2022

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Closed Session - Clerk of the Board

[ ] **CONFERENCE WITH LEGAL COUNSEL**:

[ ] **Existing Litigation:**
[ ] Disclosure will jeopardize existing settlement negotiations.

[ ] **Anticipated Litigation**
[ ] Significant exposure to litigation pursuant to subdivision (b) of Government Code section 54956.9.
Number of cases to be discussed:

[ ] Initiating of litigation pursuant to subdivision (c) of Government Code section 54956.9.
Number of cases to be discussed: 1

[ ] **CONFERENCE WITH COUNTY LABOR NEGOTIATOR**
Name of Employee Organization:_____
Name of County Designated Representative:_____
Title(s) of unrepresented individuals with whom negotiations are being conducted:_____

[X] **PUBLIC EMPLOYEE EMPLOYMENT TITLE OR POSITION TO BE FILLED:**
(Government Code Section 54957 (b) (1))
Clerk of the Board

[ ] **PUBLIC EMPLOYEE PERFORMANCE EVALUATION**
Position of employee under review:_____ (Government Code Section 54954.5)

[ ] **PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE** (Government Code Section 54954.5)

[ ] **CONFERENCE WITH REAL PROPERTY NEGOTIATOR**
Description of real property:_____
Agency negotiator: _____
Closed session will concern: ( ) price; ( ) terms of lease/purchase.

[ ] **THREAT TO PUBLIC SERVICE FACILITIES**
Name of law enforcement agency involved:_____
Title of officer of law enforcement agency:_____

[ ] **LICENSE/PERMIT DETERMINATION**
License or Permit applied for:_____
Number of license or permit applicants:_____
Name of applicant(s):_____

Agenda Item - No Resolution Requested

RESULT: CONTINUED TO NEW DATE Next: 5/24/2022 9:00 AM