MARIPOSA COUNTY

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

ACTION SUMMARY MINUTES

May 4, 2021

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

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

B. Pledge of Allegiance

Chair Long led the Pledge.

C. Introductions

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

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

No public input.

RESULT: **ADOPTED [UNANIMOUS]**

MOVER: Miles Menetrey, District V Supervisor

SECONDER: Wayne Forsythe, District IV Supervisor

AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

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

Resolution Continuing a Shelter Crisis Local Emergency in Mariposa County

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

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

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

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

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

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

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

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

CA6. Item Withdrawn

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

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

CA8. Item Withdrawn

CA9. **Planning 2021-49**

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

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

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

E. Board Recognitions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

F. Departmental Presentation

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

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

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

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

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

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

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

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

G. Public Comment on Non-Agenda Items

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

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

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

Recess Board of Supervisors

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

H. LOCAL TRANSPORTATION COMMISSION

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

Public Comment Period

None.

LTC Regular Agenda

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

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

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

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

Adjourn LTC

10:41 AM Chair Long adjourned the LTC meeting.

Reconvened as Board of Supervisors

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

I. Regular Agenda Items

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

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

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

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

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

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

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

Shannon Gadd gave a PowerPoint presentation. No public input.

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

J. Items removed from Consent Agenda

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

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

RESULT: **WITHDRAWN**

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

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

RESULT: **WITHDRAWN**

K. 11:00 AM Closed Session

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

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

No public comment.

RESULT: CLOSED SESSION HELD

Recess

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

L. 2:00 PM Reconvene

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

Report Out

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Recess

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

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

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

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

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

RESULT: PRESENTATION MADE

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

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

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

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

RESULT: DIRECTION GIVEN

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

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

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

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

RESULT: DIRECTION GIVEN

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

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

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

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

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

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

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

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

M. Board Information

The Board concurred with skipping this section.

N. Adjournment

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

Respectfully submitted,

René LaRoche
Clerk of the Board

Marshall Long
Chair, Board of Supervisors

MARIPOSA COUNTY

Health and Human Services · (209) 966-2000

RESOLUTION - ACTION REQUESTED 2021-236

MEETING: May 4, 2021

TO: The Board of Supervisors

FROM: Shannon Gadd, Health and Human Services Agency Director

RE: Continue a Shelter Crisis Local Emergency in Mariposa County

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

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

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

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

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

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

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

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

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

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

MARIPOSA COUNTY

Health and Human Services · (209) 966-2000

RESOLUTION - ACTION REQUESTED 2021-237

MEETING: May 4, 2021

TO: The Board of Supervisors

FROM: Shannon Gadd, Health and Human Services Agency Director

RE: Continue the COVID-19 Public Health Local Emergency

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

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

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

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

REF ID# 11714

MARIPOSA COUNTY

Sheriff's Office · 209 966-3615

RESOLUTION - ACTION REQUESTED 2021-238

MEETING: May 4, 2021

TO: The Board of Supervisors

FROM: Jeremy Briese, Sheriff

RE: Continue the Local Emergency Due to COVID-19

RECOMMENDATION AND JUSTIFICATION:

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

BACKGROUND AND HISTORY OF BOARD ACTIONS:

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

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

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

FINANCIAL IMPACT:

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

REF ID# 11722

MARIPOSA COUNTY

Sheriff's Office · 209 966-3615

RESOLUTION - ACTION REQUESTED 2021-239

MEETING: May 4, 2021

TO: The Board of Supervisors

FROM: Jeremy Briese, Sheriff

RE: Continue the Local Emergency Due to Mono Wind Event

RECOMMENDATION AND JUSTIFICATION:

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

BACKGROUND AND HISTORY OF BOARD ACTIONS:

January 22nd, 2021: The Board ratified the January 19th, 2021 Local Emergency Proclamation Due to the Mono Wind Event. Additionally, the Board has ratified similar proclamations in the past during other emergencies.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

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

FINANCIAL IMPACT:

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

REF ID# 11731

MARIPOSA COUNTY

Sheriff's Office · 209 966-3615

RESOLUTION - ACTION REQUESTED 2021-240

MEETING: May 4, 2021

TO: The Board of Supervisors

FROM: Jeremy Briese, Sheriff

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

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RECOMMENDATION AND JUSTIFICATION:

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

BACKGROUND AND HISTORY OF BOARD ACTIONS:

February 9th, 2021: The Board ratified the February 3rd, 2021 Local Emergency Proclamation Due to the Meteorological "Atmospheric River" Event. Additionally, the Board has ratified similar proclamations in the past during other emergencies.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

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

FINANCIAL IMPACT:

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

MARIPOSA COUNTY

Child Support Services ·

RESOLUTION - ACTION REQUESTED 2021-241

MEETING: May 4, 2021

TO: The Board of Supervisors

FROM: Sharon Wardale-Trejo,

RE: Approve and Authorize Director of Child Support Services to Sign Plan of Cooperation with CADCSS

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

Since the inception of the Local Department of Child Support Services in 2001 as a separate county agency, a Plan of Cooperation (POC) has been required with the State Agency to define program responsibilities at the State and Local level for securing child support services and to receive State and Federal funding. The State Agency requires the signature of the Local Director on the document. This POC is a one-year agreement and will automatically renew unless an amendment is necessary to reflect new or revised state and federal laws, regulations, and requirements.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board has approved previous POCs with the State.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
The POC is required or funding with be withheld. Do not approve and give direction on alternative action.

FINANCIAL IMPACT:
The Plan of Cooperation is necessary to secure state and federal funding.

ATTACHMENTS:
Mariposa County - State POC 2021 Rev1 (PDF)

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

REF ID# 11639

CALIFORNIA DEPARTMENT OF CHILD SUPPORT SERVICES

STATE LOCAL CHILD SUPPORT AGENCY

PLAN OF COOPERATION

FFY 2021

OCTOBER 1, 2020 – SEPTEMBER 30, 2021

Amended May 20, 2021

Attachment: Mariposa County - State POC 2021 Rev1 [Revision 1] (RES-2021-241 : Approve and Authorize Director of Child Support Services to

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SECTION I: PURPOSE

The purpose of this State / LCSA Plan of Cooperation, hereinafter referred to as the "POC," is to define responsibilities for securing child support, including child support establishment, collection, and disbursement services; medical support; determining paternity; and providing other public services in accordance with the provisions of Title IV-D of the Social Security Act, Title 42 USC § 651 et seq., hereinafter referred to as "Title IV-D," "Title IV-D program," or "Title IV-D services."

This POC is between the Department of Child Support Services, hereinafter referred to as the "Department" or "DCSS" and the Mariposa County Department of Child Support Services, hereinafter referred to as the "Local Child Support Agency" or "LCSA."

SECTION II: AUTHORITY

Family Code (FC) § 17202 designates the Department as the single organizational unit whose duty it shall be to administer the Title IV-D state plan for securing child and spousal support, medical support, and determining paternity. State plan functions shall be performed by other agencies as required by law, by delegation of the Department, or by cooperative agreements.

FC § 17304(a) requires the Director of the Department to negotiate and enter into cooperative agreements with county and state agencies to carry out the requirements of the state plan for administering the Title IV-D child support program.

FC § 17304(b) requires the Director of the Department to have direct oversight and supervision of the Title IV-D operations of the LCSA. No other local or state agency shall have any authority over the LCSA as to any function relating to its Title IV-D operations.

FC § 17314(b) requires Regional Administrators to oversee the LCSAs to ensure compliance with all state and federal laws and regulations.

Attachment: Mariposa County - State POC 2021 Rev1 [Revision 1] (RES-2021-241 : Approve and Authorize Director of Child Support Services to

SECTION III: GENERAL PROVISIONS

The Department and LCSA shall comply and work in collaboration with all provisions of this POC, Title IV-D of the Social Security Act, and all federal and state laws, regulations, policies and directives.

SECTION IV: DEPARTMENT RESPONSIBILITIES

Per FC § 17304(c), and as a condition of disbursing federal and state funds to the LCSA, ensure a current, signed POC is on file. Amend the POC to reflect new or revised federal and state laws, regulations, policies, and directives as necessary. The Department shall ensure that the LCSA has the POC within 60 days of effective date in order to acquire appropriate approvals.

1) Per FC § 17306(a), develop, adopt and disseminate forms, policies, and procedures to inform the LCSA and other appropriate county agencies of federal and state law, policies, standards, procedures, and instructions relative to Title IV-D services.

2) Per FC § 17310, formulate, adopt, amend, or repeal regulations affecting the purposes, responsibilities, and jurisdiction of the Department consistent with the law and necessary for the administration of the state plan for securing child support and enforcing spousal support and determining paternity.

3) Communicate with the Judicial Branch Partners regarding statewide uniformity issues, statewide standards, LCSA/local court handling of LCSA cases and workload priorities.

4) Per 45 CFR § 302.12(a)(2), maintain an organizational structure and sufficient staff to efficiently and effectively administer and supervise all automation functions for which it is responsible under the Title IV-D state plan and other federal and state automation requirements.

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5) Initiate legislation, as appropriate, to improve clarity and efficiency of the child support program and ensure compliance with federal and state laws, regulations, policies, and directives. Consider legislative initiatives proposed to the Department by the LCSA.

6) Analyze pending legislation to identify the impact to the child support program if enacted.

7) Provide quarterly summaries of statewide customer service survey results to the LCSA.

A. Case Management

1) Case Processing

Establish and maintain systems and procedures to facilitate the LCSA administration of the Title IV-D program.

a) Per 45 CFR §302.51(a)(1), accurately collect and distribute child support, medical support, and spousal support payments in accordance with federal and state laws, regulations, policies, and directives. Take all steps necessary to minimize undistributed collections.

b) Extend the full range of Intergovernmental services available under the Title IV-D plan per 45 CFR §302.36.

2) Case Record Maintenance

Per 45 CFR §302.85, manage the Child Support Enforcement (CSE) system and maintain CSE data in accordance with federal and state laws, regulations, policies, and directives for the administration of the Title IV-D program.

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3) Record Retention

Maintain all closed Title IV-D case records in CSE for a period of four years and four months from the date of case closure, per 22 California Code of Regulations (CCR) § 111450, unless the case is subject to an open federal or state audit, civil litigation, or a court order which extends the retention period.

Maintain case records that contain IRS federal tax information (FTI) for a period of seven years, per IRS Publication 1075 Section 9.3.3.10.

When required by law, such as FC § 17400(b)(3) for retention of documents electronically filed, but signed under penalty of perjury, ensure that case records are retained as required.

4) Case Complaint Resolution

a) Ombudsperson Program

i) Public Inquiry Response Team coordinates with LCSA Ombudsperson to respond to participants or outside inquiries.
ii) Maintain a statewide list of Ombudspersons.

b) Complaint Resolution Program and State Hearing

i) Maintain the Department portion of the complaint resolution and state hearing process as set forth in FC § 17800 et seq., including maintenance of the Complaint Resolution Tracking System.

ii) Work with the LCSA to facilitate resolution of any complaints as needed.

iii) Provide statewide training regarding handling of participant inquiries, complaint resolution, Complaint Resolution Tracking System and state hearings.

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5) Litigation, Writs and Appeals, and Class Action Settlements

Any decision by an appellate court regarding child support can have broad application to state child support policy, all LCSAs, and the Department.

a) Provide a procedure to review incoming appellate case submissions provided by LCSAs including respondent and appellant case submissions. Pursuant to FC §17304(b), review, approve or deny any request from an LCSA to pursue a writ or appeal.

b) Contract with the California Department of Justice to provide appellate representation in Title IV-D appeals, at no cost to LCSA.

c) Provide direction and action regarding statewide enforcement against potential recovery by obligors of settlements arising from class action litigation. This includes, but is not limited to:

   i) Act as the Statewide point of contact for outreach to obtain information and secure data matches.

   ii) Submit income withholding orders or other levy tools and review efficacy of efforts.

B. Parentage Opportunity Program

The California Paternity Opportunity Program (POP) was established in 1995 to comply with the federal mandate (Title 42 United States Code (USC) 666(a)(5)(C)) to have a simple system for an unmarried mother and biological father to establish paternity. For more than 25 years, POP has established paternity for over 3.6 million children in California. In September 2018, Assembly Bill 2684, which proposed to expand the existing voluntary declaration of paternity procedures, was passed into law. AB 2684 amended the Uniform Parentage Act, and effective January 1, 2020, the Paternity Opportunity Program was renamed the Parentage Opportunity Program. DCSS operates the POP in collaboration with the LCSAs as set forth in 45 CFR § 302.31(a)(1), §

302.70(a)(5), § 303.5(g) and FC §§ 7570–7581.

C. Training

1) Collaborate with LCSA to evaluate and administer, as appropriate, a statewide training program which delivers easy to access, quality training to meet LCSA training needs; develop annual training survey to assess those needs.

2) Develop short and long-term program training goals; develop methods/metrics for measuring training effectiveness to meet DCSS and LCSA training program goals.

D. Tribal Relations

Provide statewide leadership, through the Department's tribal liaison, to establish direct and open communication with tribal governments in an effort to establish government-to-government relationships and enter into Memorandums of Understanding with comprehensive Tribal IV-D programs, operating under Title 45 CFR § 309.65(a), which shall be included in the state plan.

1) Manage shared tribal IV-D cases where both California and any Tribal IV-D program in California have an interest in the case.

a) Coordinate the transfer of IV-D cases to any comprehensive Tribal IV-D program in California where court action has not been initiated.

b) Coordinate case transfer under California Rule of Court, Rule 5.372, with the LCSA and any Tribal IV-D program in California, where appropriate.

2) Provide locate services to any comprehensive Tribal IV-D program operating under Title 45 CFR § 309.65(a) consistent with Title 42, USC § 654(26) and § 666(c)(1)(D), Title 45 CFR § 302.35, and FC § 17212.

3) Extend the full range of services to any Tribal IV-D program operating under Title 45 CFR § 309.65(a) except for Tribal IV-D responding intergovernmental cases.

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E. Audits

1) Data Reliability

a) Coordinate and oversee data reliability monitoring to ensure LCSA maintains complete and reliable data in accordance with the standards set forth by the federal incentive funding system outlined in the federal Child Support Performance and Incentive Act of 1998.

b) Take all steps necessary to ensure the accuracy of all data, including data entered into the state automated system; provide policy and system documentation to ensure data is entered correctly; and ensure LCSA is in compliance with federal state data reliability standards. The implementation of required corrective actions is included in these steps.

c) Coordinate and oversee the quarterly data reliability reviews and participate in other data reliability efforts consistent with Department directives. This ensures the maintenance of complete and reliable data in accordance with the standards set forth by the federal incentive funding system.

d) Coordinate, oversee, and participate in all annual federal data reliability audit activities as needed, including, but not limited to, the following:

i) Provide LCSA-specific case samples selected by federal auditors to validate;

ii) Coordinate, facilitate, and attend conference calls to discuss questions;

iii) Request the LCSA provide any case documentation required;

iv) Work with the LCSA to address and resolve issues with problem cases; and

v) Work with the LCSA to address and resolve any case variances as identified by federal auditors.

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Attachment: Mariposa County - State POC 2021 Rev1 [Revision 1] (RES-2021-241 : Approve and Authorize Director of Child Support Services to

2) Administrative Expense Claim Schedule and Certification

Effective March 31, 2020, the CS356 application is no longer accessible to LCSAs or the County Auditor/Controllers. DCSS has retained and has access to all historical data. Expenditure claims formerly submitted through the CS356 system should be submitted into the Budget and Expenditure Claiming Application (BECA).

a) Perform fiscal reviews of reported expenditures and abatements on the Administrative Expense Claim Schedule.

b) Coordinate and conduct audits and reviews of the LCSAs, to ensure compliance with program requirements.

c) Provide LCSA with notification of the review, audit scope, methodology and audit process.

d) Request and require the LCSA to provide all fiscal and administrative records necessary to comply with the Office of Management and Budget's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards set forth in Title 2 CFR Part 200 as well as access to necessary case and financial records.

e) Follow up on allegations of fiscal noncompliance and evaluate, monitor and document the risk identified and the impact to the child support program.

f) Report on LCSA compliance with the Uniform Requirements, Child Support Program Regulations and in relation to costs claimed in BECA.

g) Obtain corrective action within 6 months following the issuance of the final report.

3) Other Audits

Coordinate and oversee federal and state auditors when conducting required audits to assess completeness, accuracy, reliability, and security of data used in calculating

the performance indicators. This includes, but is not limited to, the following:

a) Department of Finance, Bureau of State Audits, and contract auditors as prescribed by the Department, access to all requested information in order to conduct audits/reviews including, but not limited to, data reliability audits, administrative and expenditure claim audits, and Internal Revenue Service (IRS) Safeguard reviews.

b) Require LCSA to provide to independent auditors all case records necessary to comply with the Office of Management and Budget's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards set forth in Title 2 CFR Part 200 as well as access to necessary case and financial records. Monitor data reliability to ensure the LCSA maintains complete and reliable data in accordance with the standards set forth by the federal incentive funding system outlined in the federal Child Support Performance and Incentive Act of 1998.

F. Compliance and Monitoring

In accordance with 45 CFR §§ 303 and 308, the Department will conduct the Annual Federal Self-Assessment Review on a sample of selected cases beginning October 1st of each year to measure compliance with and ensure the implementation of actions necessary to meet federal requirements. The Department will inform the LCSA Compliance Coordinator of the preliminary findings of non-compliance. The Department will make a final determination regarding the preliminary findings in consideration of additional information provided by the LCSA. The Department will notify the LCSA Director and Compliance Coordinator of the requirements to develop a corrective action plan if non-compliance findings have been determined, review the LCSA's corrective action plan for approval or consult with LCSA for revision, report the results of the Federal Self-Assessment Review and any LCSA corrective action plan(s) to the federal Office of Child Support Enforcement (OCSE), and evaluate LCSA's progress in achieving compliance through the implementation of the corrective action plan. In accordance with FC Division 17, Chapters 1 and 2, and Title

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22 CCR Division 13. The Department will assess and identify the need for compliance reviews in programmatic areas. Compliance reviews may entail cases, data, or onsite at the LCSA. DCSS will notify the LCSA Director and Compliance Coordinator of the requirements to develop an improvement strategy if non-compliance findings have been determined, review the LCSA's improvement strategy plan for approval or consult with LCSA for revision, and evaluate LCSA's progress in achieving compliance through the implementation of the improvement strategy.

G. Outreach

1) Per 45 CFR § 302.30 and FC § 17210, establish systems for informing the public, including custodial and noncustodial parents of dependent children, of its services and operations.

2) Make Title IV-D outreach materials available to the public and the LCSA.

3) Provide appropriate translation of statewide public education and outreach materials and required forms.

H. Program Performance

1) Performance Management Plan

a) Develop a state strategic plan and annual goals.

b) Develop an annual performance plan aligned with the state strategic plan and annual goals.

c) Review LCSA performance management plans to ensure they incorporate annual goals established by the state.

2) Corrective Action

a) Require a corrective action plan for any area of noncompliance identified by a federal or state audit, or state program or local review or assessment, or resulting from any conditions of program deficiencies pursuant to FC §

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17602.

I. Fiscal Administration

In accordance with federal and state laws, regulations, policies, and directives, the Department shall provide, maintain, and update systems, processes, and guidelines in support of LCSAs as they perform fiscal activities outlined in the LCSA Fiscal and Administrative Policy Manual and Department letters.

J. Information Security and Privacy Protection

1) Ensure access to information from the following sources, including but not limited to, IRS, OCSE, Department of Motor Vehicles, Franchise Tax Board, Social Security Administration, Medi-Cal Eligibility Data System, Title IV-A and the Employment Development Department, is consistent with the terms and conditions of agreements entered into between the Department and those information providers, including the terms and conditions of the DCSS Medi-Cal Privacy and Security Agreement with the California Department of Health Care Services.

DCSS must also ensure access is consistent with the terms and conditions of the following agreements, including but not limited to, the Information Exchange Agreement between the Social Security Administration and DCSS, Information Exchange Agreement Attachment 2 - Computer Matching and Privacy Protection Act Agreement between the Social Security Administration and California Health and Human Services, and Information Exchange Agreement Attachment 4 - "Electronic Information Exchange Security Requirements for State and Local Agencies Exchanging Electronic Information with the Social Security Administration" (Technical Systems Security Requirements). These sensitive documents are available on the Information Security site on California Child Support Central.

2) Provide governance and oversight on Information Security and Privacy related issues and represent the Department and LCSA to external agencies

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on related matters.

3) Maintain and disseminate Information Security policies and standards consistent with state and federal regulations (see DCSS Information Security Manual, Section 1003 References) and industry best practices.

4) Provide assistance with maintenance of Business Continuity Plans.

5) Follow federal and state requirements for Information Security Incident Reporting.

6) Implement and manage a security safeguards review program which assesses local compliance with all security-related requirements; and assist LCSA Directors and staff with compliance efforts.

7) Coordinate all federal and state Information Security Reporting requirements to include the annual IRS Safeguard Security Report, Business Continuity Plans, and Incident Reporting.

8) Maintain an Information Security Awareness Training program pursuant to federal and state mandates.

9) Monitor access to all information and systems maintained by the Department.

K. Information Technology

1) IT Policies and Procedures

Establish, maintain and oversee Information Technology (IT) policies and procedures for child support IT systems in compliance with the Code of Federal Regulations, the State Administrative Manual (SAM), IRS Publication 1075 (including attached Exhibit 7, *Safeguarding Contract Language*), the Statewide Information Management Manual, the OCSE Security Agreement and the LCSA Fiscal and Administrative Policy Manual.

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2) *IT Procurements*

a) Manage and oversee procurements of IT goods and services in accordance with state and federal laws, regulations, and policies as stated herein. Acquire IT goods and services in accordance with the Principles for IT Procurement per 45 CFR § 95.617, SAM § 5230.4 and Public Contract Code § 12100.

b) Provide oversight of IT procurements to support a new technology project.

c) Provide language to ensure software ownership rights and modification information is incorporated in all applicable procurements.

3) *IT Asset Management*

Manage state-owned IT assets for the child support program; including identification and classification of state-owned hardware and software, telecommunications, maintenance costs and expenditures, support requirements, and the ongoing refresh activities necessary to maintain the IT assets per SAM § 4989.

Establish and maintain policies and procedures for management of IT state-owned assets in accordance with state and federal laws, regulations, OCSE Security Agreement, LCSA Fiscal and Administrative Policy Manual, IRS Publication 1075 (including attached Exhibit 7*, Safeguarding Contract Language*), and policies.

a) Manage IT equipment, maintain inventory records on the equipment, and take periodic physical inventories per 45 CFR § 95.707, and Department policies.

b) Establish and maintain contracts to support the warranty ofstate-owned assets.

c) Work with LCSA and vendors to provide replacements of IT equipment that is no longer able to meet the operational requirements.

d) Develop and implement a technology refresh plan to replace equipment prior

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to its end of support or lifecycle per SAM § 5001.

e) Manage disposition of all IT assets per 45 CFR § 95.707 and SAM § 5900, § 8633, and § 8640.

4) Systems Development

Responsible and accountable for ensuring the development of technology adheres to the Department, state, and federal regulations and policies.

a) Oversee the development of new technology systems or applications to support the child support program.

b) Ensure information security controls are designed in new system development per SAM § 5315 and the OCSE Security Agreement.

L. Grants

1) Federal Grants

Section 1115(a) of the Social Security Act provides the OCSE with authority to fund demonstration grants. Only State Title IV-D agencies, or the state umbrella agency of which they are a part of, can receive 1115 Demonstration Grants.

a) Monitor Section 1115 Demonstration Grant forecasts and announcements.

b) Alert LCSA of potential forecasts, announcements, and timelines for national child support grant program opportunities.

c) Provide support to LCSA in preparing grant conceptual proposals.

d) Assign a grant sponsor to assist the LCSA in the application process for any grant proposal the Department has approved in concept.

e) Submit grant application documents to OCSE.

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f) Monitor funded grant projects through completion.

g) Assist LCSA in preparation of periodic and end-of-project performance and financial grant reports; submit to OCSE.

2) Other Grants

Other grants, whether federal, state or local (private or public) that involve child support participants (human subjects) and require data extracts from CSE to support a research effort will be discussed in a timely manner between the LCSA and Department prior to submission or commitment of support to a local partner agency that may be preparing a grant application.

a) Provide support to LCSA in considering the necessity of submitting a request to the Committee for the Protection of Human Subjects, the designated Institutional Review Board on behalf of all departments under California Health and Human Services.

b) If determined necessary, assist LCSA in completing Institutional Review Board request application and submitting to Committee for the Protection of Human Subjects.

c) If the Institutional Review Board request application is approved, assist LCSA with all monitoring and reporting requirements.

M. Non-Compliance

1) If the LCSA raises a concern where DCSS fails to meet the terms and conditions of this POC and non-compliance becomes an issue, the parties agree to an informal resolution process. DCSS and the LCSA will collaborate how best to correct the issue.

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2) The Department remains subject to all program requirements as outlined in statute and regulations.

3) If the LCSA is subject to the formal non-compliance process in FC § 17604, and submits a justification for reconsideration, DCSS will:

a) Consider and make a decision on all appeals within 30 calendar days of receipt of the appeal.

b) Notify the LCSA in writing, of the results of the request for reconsideration within 30 calendar days of receipt.

c) Restore any withheld funding to the LCSA if the facts presented in the appeal persuade the Department that the sanctions should not have been imposed.

SECTION V: LCSA RESPONSIBILITIES

As a condition of receiving federal and state funds from the Department, ensure a current, signed POC is received by the Department prior to the beginning of each Federal Fiscal Year.

1) Responsible to provide all Title IV-D program services as required by federal or state laws, regulations, policies, or directives within Mariposa County as directed by the Department and described herein.

2) Notify the Director and Regional Administrator of any situation or circumstance directly impacting the operation of the LCSA, including closure for holidays, furlough and other county specific circumstances.

3) Promptly notify the Director and Regional Administrator of changes in LCSA Executive Management positions.

4) Conduct customer service surveys regularly and provide results monthly to the Department.

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A. Case Management

1) Case Processing

a) Accept all applications and referrals requesting service in accordance with 45 CFR § 303.2.

b) Per 45 CFR § 303.4 and 45 CFR § 303.31(b), establish child support and medical support orders.

c) Per 45 CFR § 302.31 and 22 CCR § 112210, ensure all actions on a Title IV-D case have been suspended; when:

i) Notified by the County Welfare Department of good cause for non-cooperation pursuant to Welfare and Institutions Code (WIC) § 11477.04.

ii) The case is under the jurisdiction of the juvenile court as provided in WIC §300.

d) In accordance with 45 CFR § 303.3, conduct locate activities, using all appropriate federal, state, and local locate resources to assist in the location of all parents ordered to pay support (PPS) or persons ordered to receive support (PRS) whose whereabouts or assets are unknown.

e) Initiate appropriate enforcement actions to obtain payment of current and past due support in all Title IV-D cases with court orders for child and/or medical support in accordance with federal and state laws, regulations and policies (45 CFR § 303.6).

f) Enter into CSE and report to the County Welfare Department, when known, the following on Title IV-D cases:

i) Any welfare applicant/recipient who refuses to cooperate with the LCSA in the establishment or enforcement of child support orders (45 CFR §264.30).

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ii) Payments directly received by aided PRS in accordance with 45 CFR § 302.32(a).

g) In accordance with 45 CFR § 303.8, review child support orders when requested by a PPS or PRS, or, when the LCSA becomes aware of a change of circumstances which may affect the support obligation. Review and, if appropriate, adjust orders for current Temporary Assistance for Needy Families (TANF).

h) Manage Title IV-D cases from other jurisdictions pursuant to the Uniform Interstate Family Support Act (FC §§ 5700.101-5700.905).

i) Comply with federal and state laws, regulations, policies, and directives for case closure (45 CFR § 303.11).

j) Ensure all financial processing is in accordance with 45 CFR § 302.32(b).

2) Case Records Maintenance

Prepare and maintain records for each Title IV-D case which includes information necessary for proper and efficient processing of cases in accordance with federal and state laws, regulations, policies, and directives for the administration of the Title IV-D program (45 CFR § 302.15). This includes, but is not limited to, the following:

a) Applications for child support services.

b) Records created to locate and identify PPSs, to establish paternity, and to obtain, modify, and enforce support orders, including medical support, and the costs incurred in such actions. This includes any relevant facts and actions taken by the LCSA and the results of such action.

c) All records pertaining to complaint resolution and state hearings (22 CCR § 120107).

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3) *Record Retention*

a) For data housed by and under control of the LCSA, maintain all Title IV-D closed case records for a period of four years and four months from the date of case closure per 22 CCR § 111450, and purge from all systems unless the case is subject to an open federal or state audit, civil litigation, or a court order that extends the retention period.

b) Extend the retention period and maintain case records for any open federal or state audit, civil litigation, or a court order until the audit is complete, the court case is closed, or a court ordered extension of the retention period expires.

c) Per IRS Publication 1075, retain electronic and non-electronic FTI logs for five years.

d) The LCSA may send documents to central imaging or use local scanning capabilities. All documents scanned into CSE must be verified as readable.

   i) Once the documents have been verified, those documents must be destroyed via the LCSAs' confidential destruct process.

e) Where an LCSA opts to electronically file documents signed under penalty of perjury, the LCSA will ensure compliance with FC § 17400(b)(3) by uploading a copy of the signed document to CSE for retention for the period required by law.

f) Where the LCSA opts to maintain the originally signed document in hard copy, per the option under Code of Civil Procedure § 1010.6(b)(2), the LCSA will maintain this original for the period required under Government Code § 68152(a)(7).

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4) Case Complaint Resolution

a) Ombudsperson

i) Have in place an Ombudsperson who is responsible for the implementation of a program which provides assistance to PRSs and PPSs, employers, and the public on inquiries regarding the child support program, local complaint resolution process, and the state hearing process. The Ombudsperson shall be the liaison with the Department for all issues relating to the Ombudsperson program. The Ombudsperson shall review complaint activity, identify systemic issues, and make recommendations to the LCSA Director for improvement of services to customers.

ii) The Ombudsperson is the designated State Hearing Coordinator for the purpose of managing the hearing schedule, securing the hearing site, contracting, and acting as the contact person for the complainant and liaison with the State Hearing Office.

b) Complaint Resolution Program and State Hearing

Maintain a complaint resolution program and state hearing process as set forth in FC § 17800, et seq., and as specified in Title 22 CCR § 120100, et seq. The LCSA shall:

i) Maintain the complaint resolution process and seek to resolve all complaints within 30 days, accurately track and report any complaints in the Department's Complaint Resolution Tracking System, make complaint resolution activity log entries in the CSE system, image or send to central scan complaint resolution documents, work with the Department's Office of Legal Services staff to facilitate resolution of any complaints as needed, and continue to work with customers to resolve issues regardless of whether or not the customer requested a state hearing. Follow the procedures detailed in the Complaint Resolution and

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State Hearing procedures located in the Statewide Procedures Manual on California Child Support Central.

5) *Litigation, Writs and Appeals, and Class Action Settlements*

Any decision by an appellate court regarding child support can have broad application to state child support policy, all LCSAs, and the Department.

a) LCSA shall notify the Department using the Appellate Case Review process/form as soon as possible, but no later than five business days after receipt of notice of an appeal in a Title IV-D case and provide an LCSA attorney to discuss the case at the next Appellate Advisory Committee meeting.

b) LCSAs who wish to pursue a writ or appeal of a court's decision on a Title IV-D case, shall submit a request to the Department using the Appellate Case Review process/form prior to taking any appellate action. Consistent with the authority established in FC § 17304(b), a writ or appeal shall not be filed unless approved by the Department. However, this provision is not intended to prevent any action by a county counsel, or private counsel hired to act in the same capacity as a county counsel, to defend the county from any action for damages, including sanctions.

c) The LCSA, when informed of such action being taken by the county counsel or private counsel, shall inform the Department by way of email (DCSSLegalServicesMailbox@dcss.ca.gov) when the action is related to a child support matter.

d) Notify the Department of class actions and class action settlements where LCSAs believe statewide enforcement against such settlements may be beneficial to collect outstanding child support obligations.

i) Cooperate with DCSS regarding the Department's statewide management of this enforcement, unless and until the LCSA is

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notified that the Department will not pursue statewide enforcement.

ii) This section does not prohibit an LCSA from taking action to intercept potential disbursements due to individual, already-identified non-custodial parents who are plaintiffs or claimants in the class action.

B. Parentage Opportunity Program

Legal paternity and parentage can be established by the execution of a Voluntary Declaration of Parentage (VDOP). The VDOP is signed in the presence of an authorized witness at the time of the child's birth or anytime thereafter. Witnessing agencies, which include birthing hospitals and other entities that provide prenatal services, local registrars of births and deaths, courts, county welfare departments, and LCSAs within the state provide information about POP, witness the completion of the VDOP, and are responsible for submitting signed VDOPs to DCSS for filing. California currently has over 750 authorized witnessing agencies throughout the state, that participate by promoting and administering POP, in collaboration with DCSS, to provide voluntary paternity and parentage establishment services as set forth in 45 CFR § 302.31(a)(1), § 302.70(a)(5), § 303.5(g) and FC §§ 7570 – 7577.

LCSA shall establish a "POP Coordinator" as a point of contact for DCSS, maintain a written agreement with local birthing hospitals and other entities that provide prenatal services to ensure that completed VDOP forms are submitted to DCSS within 20 days of the date the last parent signed the VDOP and pay a sum of $10 for each VDOP that is subsequently filed by DCSS, and submit each written agreement with a birthing hospital and other entities that provide prenatal services to DCSS for upload into the Cooperative Agreement Tracking System. Each LCSA shall provide training and outreach to staff of all authorized agencies within the county, including birthing hospitals, to ensure staff are able to explain to parents their rights and responsibilities, respond to questions, witness parents' signatures, and attend periodic POP training provided by DCSS.

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C. Training

1) Collaborate with DCSS to evaluate and administer, as appropriate, a statewide training program which delivers easy to access, quality training to meet LCSA training needs; respond to DCSS annual survey to communicate those needs.

2) When statewide standards have been developed, ensure that locally developed child support program related training material complies with statewide standards, federal and state policies, regulations and laws.

D. Tribal Relations

Maximize opportunities to establish and maintain effective working relationships with tribal governments.

Pursuant to Title 42 USC Chapter 7 § 654(7) and (33), and Title 45 CFR § 302.34, the LCSA may enter into cooperative agreements with other entities, including Indian tribes or tribal organizations provided they are included in the Title IV-D state plan. LCSAs pursuing working relationships with tribal governments could include, but are not limited to, developing:

1) Cooperative agreements with individual Tribal TANF programs to establish procedures for referring Tribal TANF recipients to the LCSA to secure Title IV-D services and to memorialize the expectations of both the Tribal TANF program and the LCSA. This agreement must be submitted to the Department prior to enactment for approval.

2) Cooperative agreements with federally recognized tribes, pursuant to the Full Faith and Credit for Child Support Orders Act (FFCCSOA) which specifically applies to Indian Country (as defined by Title 18 USC § 1151), as well as States of the United States, the District of Columbia, the Commonwealth of Puerto Rico, and U.S. territories and possessions, to recognize and enforce the other's valid child support orders, i.e., orders entered with appropriate subject matter and personal jurisdiction. The FFCCSOA requires the appropriate parties of such

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jurisdiction to:

a) Enforce, according to its terms, a child support order consistent with FFCCSOA by a court or agency of another State.

b) Modify such an order only in accordance with FFCCSOA.

3) In addition, the LCSA shall take the following actions:

a) Appoint a tribal liaison to provide local expertise on tribal matters and serve as a single point of contact for tribes, tribal organizations, and Tribal IV-D programs; and participate in all activities convened by the Department's tribal liaison related to tribal issues.

b) Initiate and appear at court proceedings under California Rule of Court, Rule 5.372 at the request of the Department.

c) Provide notice to the Tribal IV-D program operating under Title 45 CFR § 309.65(a) in California.

d) File a motion with the court that shows the manner in which the intent to request case transfer was made in accordance with FC § 17212 and which states whether any party provided with notice objected, the identity of the party objecting, and the reason indicated for the objection.

e) Conduct itself in accordance with FC § 17406 which includes providing the court with authorities to secure information concerning tribal laws and the legal effect of tribal judgments or orders under FC § 5700.317.

f) Provide assistance, upon request, with case account and unreimbursed assistance pool audits as needed.

g) Enforce, according to its terms, a child support order consistent with FFCCSOA by a court or agency of another State.

h) Modify such a child support order only in accordance with FFCCSOA.

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i) Provide the full range of services available under the Title IV-D plan in responding to intergovernmental cases under Title 45 CFR § 302.36, to any comprehensive Tribal IV-D programs operating under Title 45 CFR§ 309.65(a).

E. Audits

1) Data Reliability

a) Maintain complete and reliable data in accordance with the standards set forth by the federal incentive funding system outlined in the federal Child Support Performance and Incentive Act of 1998.

b) Take all steps necessary to ensure the accuracy of all data, including data entered into CSE; follow policy and system documentation to ensure data is entered correctly; and maintain compliance with federal and state data reliability standards. The implementation of required corrective actions is included in these steps.

c) To ensure the maintenance of complete and reliable data is in accordance with the standards set forth by the federal incentive funding system, conduct quarterly data reliability reviews and participate in other data reliability efforts consistent with Department directives.

d) Participate in all annual federal data reliability audit activities as needed, including, but not limited to, the following:

i) Validation of data in cases that are part of the sample selected by the federal auditors;

ii) Submission of any related questions to the Department;

iii) Attending conference calls to discuss questions;

iv) Assemble and provide any hardcopy case documentation required, and image such documents to ensure availability of documents in CSE;

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v) Working with the Department to address and resolve issues with problem cases; and

vi) Working with the Department to address and resolve any case variances as identified by the federal auditors.

e) Provide, when requested, the number of full-time equivalent staff including part-time and contracted staff each month.

2) Administrative Expense Claim Schedule and Certification

Effective March 31, 2020, the CS356 application is no longer accessible to LCSAs or the County Auditor/Controllers. DCSS has retained and has access to all historical data. Expenditure claims formerly submitted through the CS356 system should be submitted into BECA.

a) Monitor the fiscal administration and program performance to ensure compliance with all related laws, regulations and policy in administering the child support program, including the adequate safeguard of program assets.

b) Implement an effective system of internal controls.

c) Ensure proper reporting of claimed costs on the Administrative Expense Claim Schedule and in BECA.

d) Gather and provide the auditor access to all records and documents to support fiscal and administrative compliance.

e) Coordinate and provide staff for interviews, conference calls, entrance conferences, and exit conferences.

f) Provide a written response to reported audit findings (if any).

g) Develop a plan of action and provide documentation that demonstrates corrective action of findings was taken within 6 months following the issuance

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of the final report (as needed).

3) Other Audits

Allow federal and state auditors to conduct required audits to assess completeness, accuracy, reliability, and security of data used in calculating the performance indicators. This includes, but is not limited to, the following:

a) Department of Finance, Bureau of State Audits, California Department of Child Support Services and contract auditors as prescribed by the Department access to all requested information in order to conduct audits/review including, but not limited to, data reliability audits, administrative and expenditure claims audits, and IRS Safeguard reviews.

b) Provide necessary case records to independent auditors. Recipients and sub-recipients are responsible for obtaining audits in accordance with the Single Audit Act Amendments of 1996 2 CFR Part 200, Subpart F – Audit Requirement Sections 200.500 – 200.521. In addition, each sub-recipient shall permit independent auditors to have access to the records and financial statements.

F. Compliance and Monitoring

Pursuant to 45 CFR §§ 303 and 308 LCSA will respond to inquiries by the Department in regard to the Annual Federal Self-Assessment Review findings and develop and submit a corrective action plan to DCSS for approval if the LCSA is deemed to be out of compliance.

Pursuant to FC Division 17, Chapters 1 and 2, and Title 22 CCR Division 13, LCSA will respond to inquiries by DCSS regarding the programmatic areas determined in need of compliance reviews and develop and submit an improvement strategy to DCSS for approval if the LCSA is deemed to be out of compliance.

G. Outreach

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1) Per 45 CFR § 302.30 and FC § 17210, conduct outreach programs to inform the public of the availability of Title IV-D services.

2) Collaborate with the Department to make Title IV-D outreach materials available to the public.

H. Program Performance

1) *Performance Management Plan*

Implement a performance management plan.

a) Align tactics with the Department's Strategic Plan and annual goals.

b) Focus on enhancing the delivery of program services and improved performance.

2) *Corrective Action*

Develop and implement a corrective action plan, as required by the Department and/or the federal government, for any area of noncompliance identified by a federal or state audit, or state program or local review or assessment, or resulting from any conditions of program deficiencies as may be required by the Department pursuant to FC § 17602.

I. Fiscal Administration

LCSAs shall effectively manage their budget and ensure expenditures adhere to federal, state, and local guidelines throughout the year to remain within their total Administrative and Electronic Data Processing allocations. LCSAs shall perform fiscal activities and submit complete and accurate financial and statistical information in accordance with federal and state laws, regulations, the LCSA Fiscal and Administrative Policy Manual and Department letters.

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J. Information Security and Privacy Protection

Establish, implement, and enforce information security protocols consistent with the Department Information Security Manual, IRS Publication 1075 (including attached Exhibit 7, *Safeguarding Contract Language*), and other relevant information security authority such as state and federal law or recognized national standards

1) Implement policies and procedures consistent with the Information Security Manual to ensure child support customer information is secure and protected from intentional and unintentional misuse or exposure. Controls include but are not limited to:

a) Limit access, use or disclosure of confidential child support information to purposes described in IRS Code 6103(p)(4), 6103 (l)(6), 6103 (l)(8), 6103 (l)(10), Title 42 USC § 653a (f), (g) and (h); Title 45 CFR § 302.35, § 307.10, § 307.11, § 307.13, and FC § 17212, and SAM § 5300. Maintain and disseminate Information Security policies and standards consistent with 5 USC § 552a, 42 USC § 654(26), 45 CFR § 95.621, 45 CFR § 302.85, 45 CFR§ 303.21, 45 CFR § 305.60, IRS Publication 1075 (including attached Exhibit 7, *Safeguarding Contract Language*), NIST 800-53 rev. 4, CA Civil Code § 1798.29, SAM § 5300, and Payment Card Industry Data Security Standard version 3.0.

b) Include safeguarding language in any agreement or contract defining access, user disclosure, and disposal of confidential child support information by third party organizations. Sample safeguarding language is available on the Information Security site on California Child Support Central.

c) Ensure personally identifying information is not subject to publicdisclosure.

d) Comply with the confidentiality provisions of FC § 17212 (Ensuring the Confidentiality of Support Enforcement Records), and Title 22 CCR §§ 111430-111440.

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e) Comply with provisions of IRS Publication 1075 (including attached Exhibit 7, *Safeguarding Contract Language*) to restrict disclosure of FTI.

2) Ensure access to information from the following sources, including, but not limited to the IRS, OCSE, Social Security Administration, Department of Motor Vehicles, Medi-Cal Eligibility Data System, Title IV-A and Employment Development Department, is consistent with the terms and conditions of agreements entered into between the Department and those information providers, including the terms and conditions of the Medi-Cal Privacy and Security Agreement with the California Department of Health Care Services.

LCSA must also ensure access is consistent with the terms and conditions of the following agreements, including but not limited to, the Information Exchange Agreement between the Social Security Administration and DCSS, Information Exchange Agreement Attachment 2 - Computer Matching and Privacy Protection Act Agreement between the Social Security Administration and California Health and Human Services, and Information Exchange Agreement Attachment 4,"Electronic Information Exchange Security Requirements for State and Local Agencies Exchanging Electronic Information with the Social Security Administration" (Technical Systems Security Requirements). These sensitive documents are available on the Information Security site on California Child Support Central.

3) Maintain Business Continuity Plans to ensure appropriate level of service continuity. Business Continuity Plans shall be updated annually and submitted to the Department upon request.

4) All LCSA employees are required to successfully complete the online Department Security Awareness Training Program prior to being granted access

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to any child support information assets. Annually thereafter, the online training program must be completed to ensure compliance to departmental security awareness management requirements.

a) The LCSA will ensure all contractors/vendors successfully complete at initial hire and annually thereafter the Department Contractor/Vendor Security Awareness Training provided by the Department's Information Security Office.
b) The LCSA is responsible for keeping an annual record of the contractor/vendors confidentiality statement, or upon new hire.

5) Comply with information security incident management in accordance with the requirements listed in the Incident Response Policy and cooperate with the Department to effectively respond and mitigate all incidents.

6) Notify the Department Information Security Office prior to developing any hardware or software, including applications, tools or macros, that would interface with Department systems or use or manipulate child support data, including those that would download, extract and/or store that data.

7) Immediately report any suspected or known security or privacy related issues to the Department's Information Security Office.

K. Information Technology

1) IT Policies and Procedures

Comply with Information Technology policies and procedures in compliance with the Code of Federal Regulations, Title 45, the SAM §§ 4800-5900, IRS Publication 1075 (including attached Exhibit 7, *Safeguarding Contract Language*), the State Information Management Manual, and the LCSA Fiscal and Administrative Policy Manual.

Submit complete and accurate information to the Department for IT services as required by Departmental, state and federal laws, regulations, and policies.

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2) *IT Procurements*

a) Comply with the Department IT Procurement processes which are regulated per state policies and procedures.
b) Obtain prior Departmental approval for IT Procurements as identified in the LCSA Fiscal and Administrative Policy Manual.

3) *IT Asset Management*

Comply with Departmental, state and federal laws, regulations, policies, and LCSA Fiscal and Administrative Policy Manual to ensure effective tracking and management of state- owned IT assets for the child support program.

a) Submit a notification when moving state-owned IT assets. The notification shall be submitted to the Department a minimum of 60 days prior to the anticipated date of physical relocation of the state-owned IT assets. A move is defined as a relocation of an asset to a different physical building address in the same county and the exchange of state-owned IT assets with other LCSAs.

b) Submit a list of state-owned IT assets to be surveyed for disposal. The list shall be submitted to the Department within a minimum of 30 days for approval/denial and handling instructions.

c) Comply with the OCSE Security Agreement in that State-owned equipment has the appropriate software with the latest updates to protect against attacks, including, at a minimum, current antivirus software and up-to-date system patches and other software patches.

4) *Systems Development*

a) Obtain approval from the Department through the DCSS IT Governance Process prior to the development of software, automation processes, and

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other technology related systems to support the child support program utilizing Child Support Program data.

b) Comply with Departmental, state and federal laws, regulations, policies and instructions for system development activities per SAM § 4800, IRS 1075 Publication (including attached Exhibit 7, *Safeguarding Contract Language*), and the OCSE Security Agreement.

L. Grants

1) Federal Grants

Section 1115(a) of the Social Security Act provides the OCSE with authority to fund demonstration grants. Only State Title IV-D agencies, or the state umbrella agency of which they are a part of, can receive 1115 Demonstration Grants.

a) LCSA may submit a conceptual proposal to the Department.

b) If the state is awarded a grant by OCSE, the LCSA, as the demonstration site, will ensure milestones and projects are on track through completion of the grant.

c) Communicate with the Department on all grant activities.

d) Prepare all periodic and end-of-project performance and financial grant reports and,

e) Submit all grant reports to the Department for review, approval, and submission to OCSE.

2) Other Grants

Other grants, whether federal, state, or local (private or public) that involve child support participants (human subjects) and require data extracts from CSE to support a research effort will be discussed in a timely manner between the LCSA

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and Department prior to submission or commitment of support to a local partner agency that may be preparing a grant application.

a) LCSA will consult with DCSS in considering the necessity of submitting a request to the Committee for the Protection of Human Subjects, the designated Institutional Review Board on behalf of all departments under the California Health and Human Services Agency

b) If determined necessary, the LCSA will consult with DCSS in completing the Institutional Review Board request application.

c) If the Institutional Review Board request application is approved, LCSA will consult with DCSS to ensure all monitoring and reporting requirements are met.

M. Non-Compliance

1) If the LCSA fails to meet the terms and conditions of this POC, and non-compliance becomes an issue, the parties agree to an informal resolution process. DCSS and the LCSA will collaborate how best to correct the issue.

2) Any program compliance issue that cannot be resolved through the informal resolution process, may be escalated to the formal process outlined in FC § 17604.

3) If the LCSA is subject to the formal non-compliance process in FC § 17604 and chooses to request reconsideration from the Director of the Department or his/her designee, the LCSA will submit a justification for not meeting a requirement in this agreement. This assumes new or additional information, not previously available to either the LCSA or to the Department, has come to light and could substantially alter the position of the state and, subsequently, the outcome for the LCSA. The justification must be submitted within 30 working days from the date the Department's notification letter to the LCSA is postmarked.

Attachment: Mariposa County - State POC 2021 Rev1 [Revision 1] (RES-2021-241 : Approve and Authorize Director of Child Support Services to

Attachment: Mariposa County - State POC 2021 Rev1 [Revision 1] (RES-2021-241 : Approve and Authorize Director of Child Support Services to

SECTION VI: ADDITIONAL PROVISIONS

A. Certification of Contractor(s)

Certify, by signing this POC, that neither it nor its principals are presently debarred, suspended, ineligible, proposed for debarment, declared ineligible, or voluntarily excluded from participating in the transaction by any federal department or agency pursuant to Executive Order 12549, and 2 CFR Part 382, whenever applicable. And that a contractor providing Title IV-D services must certify by signing an agreement that neither it nor its principals are presently debarred, proposed for debarment, declared ineligible, or voluntarily excluded from participating in the transaction by any federal department or agency. Where the prospective contractor, as the recipient of federal funds, is unable to certify to any of the statements in the certification, such contractor must attach an explanation to their proposal. If the LCSA is unable to certify any of these statements, it must attach an explanation to that effect to the POC at the time of signing.

B. Certification of Lobbying

1) Certify by signing this POC, that no federal appropriated funds will be paid by, or on behalf of, the LCSA, 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) Include language of this certification in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements), and that all sub-recipients 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 Title 31 USC § 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.

3) Allow for inspection, review, and/or audit by authorized federal, state, regional, and county officials all Title IV-D records maintained pursuant to this POC.

C. State and Federal Law Conflicts

To the extent that any provision of this POC or portion thereof is in conflict with any federal laws and/or state laws, and/or implementing federal regulations and/or state regulations, the laws and/or implementing regulations supersede such provision or portion thereof.

D. Severability

If any provision of this POC or any portion is adjudged to be invalid by a court of competent jurisdiction, or if any provision of this POC or a portion loses its force or effect as a result of legislative action, that judgment or action does not affect the remainder of the provisions of this POC.

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SECTION VII: TERM AND APPROVAL

Effective Date: May 20, 2021 **Expiration Date**: September 30, 2021

The initial intended term of this POC is from the effective date until the end of the federal fiscal year. However, this POC shall automatically renew for an additional federal fiscal year, until and unless it is expressly superseded by a future POC. This POC shall also be subject to amendment as necessary to reflect new or revised state and federal laws, regulations, and requirements.

This POC shall be signed by the Director of the LCSA and returned to the Department on or before May 20, 2021. Failure to sign and return this POC may result in the withholding of part or all of the federal and state funds including incentive funds, or other compliance actions authorized by federal or state law, regulation, or policy.

This POC may be amended by a written agreement of both parties if required by changes in policies or directives that may occur during the term of this POC. The Department will communicate with the LCSA regarding any and all obligations under this POC and will, as needed, meet with the LCSA on issues or concerns about program responsibility, operations, or performance.

Failure of the parties to amend or renew the POC to reflect new or revised federal and state laws, regulations, policies, and directives does not relieve the LCSA of the responsibility to act in accordance with those laws, regulations, and requirements.

Dated:_____ Dated: _____

_____ _____

Sharon Wardale-Trejo , Director
Mariposa County
Department of Child Support Services

David Kilgore, Director
California Department of Child Support Service

Attachment: Mariposa County - State POC 2021 Rev1 [Revision 1] (RES-2021-241 : Approve and Authorize Director of Child Support Services to

Dated: _____

APPROVED AS TO FORM

_____
Steve W. Dahlem
County Counsel

Attachment: Mariposa County - State POC 2021 Rev1 [Revision 1] (RES-2021-241 : Approve and Authorize Director of Child Support Services to

Exhibit 7 Safeguarding Contract Language

CONTRACT LANGUAGE FOR GENERAL SERVICES

I. PERFORMANCE

In performance of this contract, the Contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

(1) All work will be performed under the supervision of the contractor or the contractor's responsible employees.

(2) The contractor and the contractor's employees with access to or who use FTI must meet the background check requirements defined in IRS Publication 1075.

(3) Any Federal tax returns or return information (hereafter referred to as returns or return information) made available shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection by or disclosure to anyone other than an officer or employee of the contractor is prohibited.

(4) All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output and products will be given the same level of protection as required for the source material.

(5) No work involving returns and return information furnished under this contract will be subcontracted without prior written approval of the IRS.

(6) The contractor will maintain a list of employees authorized access. Such list will be provided to the agency and, upon request, to the IRS reviewing office.

(7) The agency will have the right to void the contract if the contractor fails to provide the safeguards described above.

(8) (Include any additional safeguards that may be appropriate.)

II. CRIMINAL/CIVIL SANCTIONS

(1) Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as $5,000 or imprisonment for as long as five years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee

Attachment: Mariposa County - State POC 2021 Rev1 [Revision 1] (RES-2021-241 : Approve and Authorize Director of Child Support Services to

that any such unauthorized future disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than $1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRCs 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.

(2) Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection by or disclosure to anyone without an official need-to-know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as $1,000.00 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee [United States for Federal employees] in an amount equal to the sum of the greater of $1,000.00 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. The penalties are prescribed by IRCs 7213A and 7431 and set forth at 26 CFR 301.6103(n)-1.

(3) Additionally, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is so prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than $5,000.

(4) Granting a contractor access to FTI must be preceded by certifying that each individual understands the agency's security policy and procedures for safeguarding IRS information. Contractors must maintain their authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in the agency's files for review. As part of the certification and at least annually afterwards, contractors must be advised of the provisions of IRCs 7431, 7213, and 7213A (see Exhibit 4, *Sanctions for Unauthorized Disclosure*, and Exhibit 5, *Civil Damages for Unauthorized Disclosure*). The training provided before the initial certification and

Attachment: Mariposa County - State POC 2021 Rev1 [Revision 1] (RES-2021-241 : Approve and Authorize Director of Child Support Services to

annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. (See Section 10) For both the initial certification and the annual certification, the contractor must sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

III. INSPECTION

The IRS and the Agency, with 24 hour notice, shall have the right to send its inspectors into the offices and plants of the contractor to inspect facilities and operations performing any work with FTI under this contract for compliance with requirements defined in IRS Publication 1075. The IRS' right of inspection shall include the use of manual and/or automated scanning tools to perform compliance and vulnerability assessments of information technology (IT) assets that access, store, process or transmit FTI. On the basis of such inspection, corrective actions may be required in cases where the contractor is found to be noncompliant with contract safeguards.

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CONTRACT LANGUAGE FOR TECHNOLOGY SERVICES

I. PERFORMANCE

In performance of this contract, the contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

(1) All work will be done under the supervision of the contractor or the contractor's employees.

(2) The contractor and the contractor's employees with access to or who use FTI must meet the background check requirements defined in IRS Publication 1075.

(3) Any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material will be treated as confidential and will not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Disclosure to anyone other than an officer or employee of the contractor will be prohibited.

(4) All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output will be given the same level of protection as required for the source material.

(5) The contractor certifies that the data processed during the performance of this contract will be completely purged from all data storage components of his or her computer facility, and no output will be retained by the contractor at the time the work is completed. If immediate purging of all data storage components is not possible, the contractor certifies that any IRS data remaining in any storage component will be safeguarded to prevent unauthorized disclosures.

(6) Any spoilage or any intermediate hard copy printout that may result during the processing of IRS data will be given to the agency or his or her designee. When this is not possible, the contractor will be responsible for the destruction of the spoilage or any intermediate hard copy printouts, and will provide the agency or his or her designee with a statement containing the date of destruction, description of material destroyed, and the method used.

(7) All computer systems receiving, processing, storing or transmitting FTI must meet the requirements defined in IRS Publication 1075. To meet functional and assurance requirements, the security features of the environment must provide for the managerial, operational, and technical controls. All security features must be available and activated to protect against unauthorized use of and access to Federal Tax Information.

(8) No work involving Federal Tax Information furnished under this contract will be subcontracted without prior written approval of the IRS.

Attachment: Mariposa County - State POC 2021 Rev1 [Revision 1] (RES-2021-241 : Approve and Authorize Director of Child Support Services to

(9) The contractor will maintain a list of employees authorized access. Such list will be provided to the agency and, upon request, to the IRS reviewing office.(10) The agency will have the right to void the contract if the contractor fails to provide the safeguards described above.

(10) (Include any additional safeguards that may be appropriate.)

II. CRIMINAL/CIVIL SANCTIONS

(1) Each officer or employee of any person to whom returns or return information is or may be disclosed will be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as $5,000 or imprisonment for as long as 5 years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized further disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than $1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRCs 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.

(2) Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the contract. Inspection by or disclosure to anyone without an official need-to-know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as $1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee [United States for Federal employees] in an amount equal to the sum of the greater of $1,000 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. These penalties are prescribed by IRC 7213A and 7431 and set forth at 26 CFR 301.6103(n)-1.

(3) Additionally, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information,

Attachment: Mariposa County - State POC 2021 Rev1 [Revision 1] (RES-2021-241 : Approve and Authorize Director of Child Support Services to

the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than $5,000.

(4) Granting a contractor access to FTI must be preceded by certifying that each individual understands the agency's security policy and procedures for safeguarding IRS information. Contractors must maintain their authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in the agency's files for review. As part of the certification and at least annually afterwards, contractors must be advised of the provisions of IRCs 7431, 7213, and 7213A (see *Exhibit 4, Sanctions for Unauthorized Disclosure*, and *Exhibit 5, Civil Damages for Unauthorized Disclosure*). The training provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. (See Section 10) For both the initial certification and the annual certification, the contractor must sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

III. INSPECTION

The IRS and the Agency, with 24 hour notice, shall have the right to send its inspectors into the offices and plants of the contractor to inspect facilities and operations performing any work with FTI under this contract for compliance with requirements defined in IRS Publication 1075. The IRS' right of inspection shall include the use of manual and/or automated scanning tools to perform compliance and vulnerability assessments of information technology (IT) assets that access, store, process or transmit FTI. On the basis of such inspection, corrective actions may be required in cases where the contractor is found to be noncompliant with contract safeguards.

Attachment: Mariposa County - State POC 2021 Rev1 [Revision 1] (RES-2021-241 : Approve and Authorize Director of Child Support Services to

MARIPOSA COUNTY

Planning · 209-966-5151

MEETING: May 4, 2021

TO: The Board of Supervisors

FROM: Sarah Williams, Planning Director

RE: PAC Appointments Creative Placemaking Strategy Advisory Committee

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RECOMMENDATION AND JUSTIFICATION:
Appoint Erica Wolfsen as a voting member representing the Practicing Artists and Creator category to the Creative Placemaking Strategy Advisory Committee (CPSAC) for a term to Expire February 29, 2024.

Ms. Wolfsen has expressed an interest to serve on this Committee.

Appointments, term expirations and vacancies have been advertised according to the Maddy Act.

This position has been vacant since 2019.

With this action there will be no vacancies on this Committee.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
It is appropriate for the Board of Supervisors to appoint interested and qualified candidates to fill committee positions.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Not appointing members who are willing to serve may result in a lack of expertise and guidance at CPSAC meetings.
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FINANCIAL IMPACT:
None

ATTACHMENTS:
210420 redacted wolfsen app (PDF)
210202 CPSAC 1 Vacancy (PDF)
2021 authority sheet CPSAC (PDF)

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

Committee Application

#372

Category:	Forms
Priority:	3
Assigned To:	Unassigned
Submitted:	4/20/2021 9:26 AM
Source:	Website 162.222.30.105

SUBMITTER

CONTACT

REQUEST DETAILS

Description

Name of Board, Commission or Committee for which you are applying
Creative Placemaking Strategy Advisory Committee (CPSAC)

First Name
Erica

Last Name
Wolfsen

Supervisorial District in which you Reside
3

Length of your Residency in the county
4 Years

Mailing Address

Email Address:

Preferred Contact Method
Cell Phone

Are you Over 18 Years of Age
Yes

Employment Status
Independent Contractor - Artist & Teacher

Employer's Name

Employer's Address

Day Telephone Number

Cell Phone Number

Please explain why you wish to serve on this Board/Commission/Committee
I am happy to help beautify and refresh Mariposa for the enjoyment of all. Currently I am working with the Coulterville Visitor';s Center to create better maps and visual content for the promotion of Coulterville and Mariposa County; this experience is giving me great insight into the features of our area and the needs of both locals and visitors.

Please list prior/current appointments to other Boards/Commissions/Committees

List any information regarding experience, training and/or education that

Attachment: 210420 redacted wolfsen app (2021-49 : PAC Appointments Creative Placemaking Strategy Advisory Committee)

you feel qualifies you for this position
Erica Wolfsen is a working, professional painter who moved to Coulterville to be closer to family. Erica has served as Art Director at The Huntington Beach Hebrew Academy for 10 years and has taught art to all ages in San Diego, Orange, LA, Tuolomne, and Mariposa counties. Originally from San Diego, she graduated with honors from both the Coronado School of the Arts and the University of California San Diego.

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

Time(s) you have available to attend meetings (days, evening, etc.)
I can schedule my painting classes around meetings.

Do you have transportation?
Yes

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

By checking the "I agree" box below, you agree and acknowledge that:
1) your application will not be signed in the sense of a traditional paper document,
2) by signing in the alternate manner below, you authorize your electronic signature to be valid and binding upon you to the same force and effect as a handwritten signature, and
3) you may still be required to provide a traditional signature at a later date.

(If you would prefer to fill out a paper form, please contact the Clerk of the Board's Office at (209) 966-3222.)
I agree

Attachment: 210420 redacted wolfsen app (2021-49 : PAC Appointments Creative Placemaking Strategy Advisory Committee)

MARIPOSA PLANNING

COUNTY OF MARIPOSA
5100 BULLION STREET • POST OFFICE BOX 2039
MARIPOSA, CALIFORNIA 95338–2039
209 . 966 . 5151 • FAX 209 . 742 . 5024

NOTICE OF VACANCY
ON THE CREATIVE PLACEMAKING STRATEGY ADVISORY COMMITTEE (CPSAC)

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

- Mariposa County Arts Council
- Mariposa Chamber of Commerce
- Yosemite-Mariposa County Tourism Bureau
- Mariposa County Economic Development Corporation
- American Indian Council of Mariposa County
- Yosemite National Park
- Sierra Foothills Conservancy
- Transportation Center Citizens Advisory Committee
- Local business owners
- Practicing artists and creators

The purpose and functions of the CPSAC shall be to:

a. Help design and implement activities like workshops and open houses to involve the community in establishing Mariposa County's Creative Placemaking Strategy;

b. Provide insight into the kinds of placemaking projects, programs, and policies that can help achieve the General Plan's vision;

c. Coordinate with staff and consultants to inventory existing local placemaking resources, identify areas of opportunity, and provide other content to make the Creative Placemaking Strategy effective; and

d. Provide periodic feedback to the Board of Supervisors regarding the success of the Creative Placemaking Strategy.

Membership terms are for 3 years, expiring the last day of February.

Meetings of this committee are generally held on the 3rd Friday of the month at 1:00 pm at Mariposa Government Cent which is located at 5100 Bullion Street, Mariposa CA.

Persons interested in serving on the committee must submit an application to: **René LaRoche, 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, Planning Technician, Mariposa County Planning Department Telephone: (209) 742-2222; email: mgoralnik@mariposacounty.org

Posting Locations:

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

Revised Posting Date: February 2, 2021 Deadline for Submission: Until Filled

Our Mission is to provide our clients with professional service and accurate information in a respectful, courteous, and enthusiast manner resulting in a well-planned rural environment.

Attachment: 210202 CPSAC 1 Vacancy (2021-49 : PAC Appointments Creative Placemaking Strategy Advisory Committee)

CREATIVE PLACEMAKING STRATEGY ADVISORY COMMITTEE

		Appointed	Expires
Cara Goger	Mariposa County Arts Council	3-13-18	2-28-23
Xavier Dubois	Mariposa County Chamber of Commerce	3-13-18	2-28-23
Adam Burns	Practicing Artist	3-13-18	2-28-22
Jackie Baxton	Practicing Artist	3-13-18	2-28-22
Jeanetta Phillips	Historic Sites and Records Preservation	3-13-18	2-28-22
Kim Brisack	Mariposa County Economic Development Corporation	3-13-18	2-28-23
Charles Phillips	Practicing Artist	3-13-18	2-28-23
Will Fassett	Local Business Owner	3-13-18	2-28-23
Derek Heule	Practicing Arts and Creators	11-19-19	2-28-23
Irene Vasquez	Resource Conservation Expert	9-10-19	2-28-22
VACANT			
Supervisor Marshall Long, District III	(1) Ex-Officio (non-voting) member from the BOS	3-09-21	2-29-24
Supervisor Miles Menetrey, Distict V	(2) Ex-Officio (non-voting) member from the BOS	3-09-21	2-29-24

AUTHORITY: Resolution 18-26; Resolution 19-525

MEMBERSHIP: *11 Voting Members Should* be selected from or represent the following groups in Mariposa County: Mariposa County Arts Council, Mariposa Chamber of Commerce, Yosemite-Mariposa County Tourism Bureau, Mariposa County Economic Development Corporation, American Indian Council of Mariposa County, Yosemite National Park, Transportation Center Citizens Advisory Committee, Historic Sites and Records Preservation Commission, Local Business Owners, Practicing Artists and Creators; (the committee may call upon representative of other organizations and the general public as resources on certain topics related to creative placemaking, including musicians, food-makers, and individuals involved in resource conservation); and Two (2) Ex-Officio (non-voting) members from the Board of Supervisors.

TERM: Appointments shall be made by the Board of Supervisors based on the joint recommendation of the Planning Director or designee and Economic Development Specialist; Initial appointments shall be as follows:

- Four (4) members: three (3) year term;
- Three (3) members: four (4) year term
- Two (2) members: five (5) year term

After initial appointments, all terms will be for three (3) year periods.
All terms shall expire upon the last day of February of the appropriate year.
Res. 19-525 increased the number of voting members from nine (9) to eleven (11) (3 year terms)

PURPOSE:
a. Assist staff in pursuing grant funding and other resources to support a consultant-led process to develop a Creative Placemaking Strategy (CPS);
b. Formulate, design, implement and participate in a public engagement program involving stakeholders in the community, for the establishment of a CPS;
c. Support the work of staff and/or consultants in the doncuct of fact finding and data

Attachment: 2021 authority sheet CPSAC (2021-49 : PAC Appointments Creative Placemaking Strategy Advisory Committee)

gathering necessary to: identify existing placemaking resources and opportunities, and recommend projects, programs and policies needed to efficiently implement the General Plan and Economic Vitality Strategy's placemaking goals;

d. Support the work of staff and/or consultant in the development, approval and implementation of a CPS: the CPS shall facilitate the implementation of the 2006 General Plan's placemaking goals, and address the creative placemaking aspects of the Economic Vitality Strategy, and the CPS shall identify, evaluate and recommend the implementation of feasible placemaking projects, programs and policies that are addressed in the General Plan;
e. Provide periodic assessment, evaluation of, and feedback to the Board of Supervisors regarding the success of the Creative Placemaking Strategy

DEPARTMENT: Planning

Attachment: 2021 authority sheet CPSAC (2021-49 : PAC Appointments Creative Placemaking Strategy Advisory Committee)

MARIPOSA COUNTY

Public Works · 209 966 5356

RESOLUTION - ACTION REQUESTED 2021-242

MEETING: May 4, 2021

TO: The Board of Supervisors

FROM: Mike Healy, Public Works Director

RE: Post Fire Emergency Facility Use Agreement

RECOMMENDATION AND JUSTIFICATION:
Approve an Emergency Use Agreement with CalFIRE for Airport Facility Use for Post Fire Emergency Hose Washing Activity When Available at a Rate of $200.00 Per Day; and Authorize the Board of Supervisors Chair to Sign the Agreement.
This agreement will formalize the Daily Airport Rental cost for a section of the tie-down area, when available, for the by our local Mariposa CalFIRE wash hoses after an Emergency Fire Event.

The term of this agreement will be from May 1, 2021 through December 31, 2021.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The County has accommodated this necessary post Fire Emergency event activity in the past and this agreement will serve to formalize the cost per day, area of operational activity and availability restrictions.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Should this agreement not be approved the local unit will seek to identify another location and revenue to the Airport will be lost.

FINANCIAL IMPACT:
This item will generate much needed revenue for the County Owned Mariposa-Yosemite Airport

ATTACHMENTS:
Mariposa_Yosemite_Airport_LU (PDF)

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

REF ID# 11737

DocuSign Envelope ID: 84AEAB52-2ADF-4CED-B8E6-8CB663520DE1

STATE OF CALIFORNIA
DEPARTMENT OF FORESTRY AND FIRE PROTECTION
AGREEMENT FOR EMERGENCY USE OF FACILITIES
CAL FIRE-95 (Rev. 05/15)

CAL FIRE FILE NO. _____
(Sacramento Use Only)

INCIDENT NUMBER: _____

INCIDENT NAME: _____

LESSOR NAME: County of Mariposa

AGREEMENT FOR EMERGENCY USE OF FACILITIES

Pursuant to common-law and statutory authority, in State of California has the authority, in an emergency situation such as a fire, to contract for the use of property on an emergency basis when such property is required by emergency personnel in connection with the protection of life and property from destruction by fire. (Rose v. State (1942) 19 Cal.3d 713; see also McKay Jewelers, Inc. v. Bowman 19 Cal.2d 595; Cf. Govt. c. 204.)

The owner of the property described herein, or the duly appointed representative, agrees to furnish facilities described herein to the Madera Mariposa Merced Unit of the California Department of Forestry and Fire Protection for use as Emergency Incident Base – Hose Washing .

1. DESCRIPTION OF FACILITIES:

Mariposa-Yosemite Airport located at 5020 Macready Way Mariposa Ca 95332. Airport facilities to be used as a Washing station. Cost for the use of the tie-down area is on a per day basis in whole day increments with no Partial day rate. Cost to cover use of the tie-down area and water to wash fire hose. Use of the airport facility is subject to availability.

2. RATE: For each 24-hour day, or portion of a 24-hour day, the State will pay the sum of $ 200.00 . The Shall include all charges for maintenance and supplies provided to the State as stipulated in Item #4.

3. TERM: This agreement shall commence on 05/01/21 and shall end on or before 12/31/2021 (may be defined by date, or by the duration of the emergency).

4. MAINTENANCE: (a) Owner shall furnish, at Owner's sole cost and expense during the term of this contract, the following utilities and supplies to the area leased or rented by the State:

All Utilities as available.

5. SERVICE: Owner shall provide the state with the name, address, and telephone number of an agency or person convenient to the State as a local source of service (e.g., owner, grounds manager, etc.) with regards to Owner's responsibilities under this lease/rental agreement as to repairs, maintenance, and servicing of the premises and any or all related equipment, fixtures, and appurtenances, or another person as identified below:

NAME: Mike Healy **TELEPHONE NUMBER:** 209-966-5356

6. CONDITION REPORT: A joint physical survey and inspection report of the facilities shall be made as of the effective date of this Agreement, reflecting the then existing conditions, and will be signed on behalf of the parties to this Agreement. A similar joint physical survey and inspection of the facilities shall be made as of the date of expiration of this Agreement, reflecting the then existing conditions, and will be signed on behalf of the parties to this Agreement.

Attachment: Mariposa_Yosemite_Airport_LU (RES-2021-242 : Post Fire Emergency Facility Use Agreement)

STATE OF CALIFORNIA
DEPARTMENT OF FORESTRY AND FIRE PROTECTION

AGREEMENT FOR EMERGENCY USE OF FACILITIES

CAL FIRE-95 (Rev. 05/15) **(**Reverse)

7. **LOSS, DAMAGE, OR DESTRUCTION:** The State will assume liability for the loss, damage, or destruction of facilities or equipment furnished under this Agreement provided that no reimbursement will be made from loss, damage, or destruction when due to (1) ordinary wear and tear, (2) the fault or negligence of the Owner or Owner's agent(s), or (3) circumstances beyond the control of the State.

   The State shall restore Owner's land, structures, and equipment to the condition they were in immediately prior to the period of government occupancy; restoration shall be performed to the extent reasonably practical. If the premises are not restored to the Owner's satisfaction, claims for reasonable costs incurred by the Owner in restoring the facility to their prior condition, all other claims shall be submitted to the Board of Control.

8. **HOLD HARMLESS:** To the extent that both parties to this agreement agree to hold each other harmless against any and all claims for injury to the person or damage to the property arising from the uses herein stated, except where such injury or damage is proximately caused by the negligent or willful acts of the other, its servants, agents, or employees.

9. **SUBROGATION WAIVED:** To the extent authorized by any fire and extended coverage insurance policy issued to Owner on the lease/rental premises, Owner hereby waives the subrogation rights of the insurer, and releases the State from liability for any loss or damages by that insurance.

10. **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. In the event of an emergency, as defined in section 927.11, late payment penalties may not apply. **Specific to the California Department of Forestry and Fire Protection (CAL FIRE), if an invoice from a business under contract with CAL FIRE becomes subject to late payment penalties during the annually declared fire season, then the required payment approval date shall extend thirty (30) calendar days beyond the initial forty-five (45)-day period, except in the case of a contract with a certified small business, a certified Disabled Veteran Business Enterprise, a non-profit organization, or a non-profit public benefit corporation.**

11. **DARFUR CONTRACTING ACT VENDOR CERTIFICATION FORM CAL FIRE-720**: Under the Darfur Contracting Act (Public Contract Code Sections 10475-10481), if a company that currently, or within the previous three years, has had business activities or other operations outside of the United States submits a bid or proposal for a State of California contract for goods or services, the State agency must require the company to certify that it is not a *scrutinized* company as defined in Public Contract Code Section 10476, or that it is a scrutinized company that has been granted permission by the California Department of General Services to submit a bid or proposal for the contract.

12. **CHILD SUPPORT WITHHOLDING DISCLAIMER:** Payment for services provided under this contract may be subject to withholding pursuant to a child support income withholding order. California 5206, 5246, 17512.

CONTRACTOR: You MUST INITIAL either line (a) or (b) below, to indicate your company's current certification requirement:

_____ (a) We currently have, or have had within the previous three years, business activities or other operations outside of the United States, and, therefore, are REQUIRED to and shall complete and submit a form CAL FIRE-720 (Darfur Contracting Act Vendor Certification) with our bid or proposal for this contract for goods or services.

OR

_____ (b) We currently do not have, and have not had within the previous three years, business activities or other operations outside of the United States, and, therefore, are NOT REQUIRED to complete and submit a form CAL FIRE-720 (Darfur Contracting Act Vendor Certification) with our bid or proposal for this contract for goods or services.

OWNER	**DEPARTMENT OF FORESTRY AND FIRE PROTECTION**
BY:	BY: Mara Zaver
TITLE:	TITLE: Assistant Chief
DATE:	DATE: 4/13/2021
NAME:	NAME: Mara Zaver
SIGNATURE:	SIGNATURE: Mara Zaver
STREET ADDRESS:	STREET ADDRESS: 5366 Highway 49 North

Attachment: Mariposa_Yosemite_Airport_LU (RES-2021-242 : Post Fire Emergency Facility Use Agreement)

TELEPHONE:

TELEPHONE: (Night)

TELEPHONE: 209-966-3622

TELEPHONE: (Night) 209-966-3803

Attachment: Mariposa_Yosemite_Airport_LU (RES-2021-242 : Post Fire Emergency Facility Use Agreement)

MARIPOSA COUNTY

HHS/Community Services · (209) 966-2000

MEETING: May 4, 2021

TO: The Board of Supervisors

FROM: Shannon Gadd, Health and Human Services Agency Director

RE: Proclaim the Month of May, 2021 as "Older Americans Month"

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

The 2021 theme gives us an opportunity to shine a light on many important issues facing our aging population. More than ever before, older Americans are working longer, trying new things, and engaging in their communities. They are taking charge, striving for health & wellness, focusing on independence, and advocating for themselves and for others--highlighting our Community of Strength!
This also gives us an opportunity to shine a light on many important issues facing older Americans. More than ever before, older Americans are working longer, trying new things, and engaging in their communities. They are taking charge, striving for wellness, focusing on independence, and advocating for themselves and for others. By working together as a community, we can promote healthy aging and tackle important issues like elder abuse and the need for safe, income-friendly senior housing.

A proclamation by the County of Mariposa Board of Supervisors designating the month of May 2021 as "Older Americans Month" acknowledges the many contributions, past and present, of older adults to our community.

"Older Americans Month" originated in May of 1963 as "Senior Citizens Month" with a presidential proclamation by President John F. Kennedy (JFK). In 1980, President Jimmy Carter changed the name to "Older Americans Month."
Historically, every president since JFK has issued a formal proclamation during or before the month of May, requesting that our entire nation pay tribute to older persons in their communities. Older Americans Month has been a time to acknowledge the many contributions of older individuals to our country and is celebrated across this nation through ceremonies, events, fairs, and other such activities.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board has historically signed and presented a Proclamation as requested by the Department of Community Services.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
The Board would miss a valuable opportunity to endorse and advocate older adults' independence, health, and safety, and the many contributions of our community's

Agenda Item - No Resolution Requested 2021-50

senior population.

ATTACHMENTS:
Older Americans Month 2021 - Proclamation (PDF)

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

The Mariposa County Board of Supervisors

proclaims the

Month of May 2021

as

"Older Americans Month"

A proclamation paying tribute to older persons in their communities. Older Americans Month has been a time to acknowledge the many contributions of older individuals to our country and is celebrated across this nation.

The Board of Supervisors is celebrating the strength of older adults and the Aging Network, with special emphasis on the power of connection and engagement in building strong communities.

In Recognition of this Year's Theme:

"Communities of Strength"

Dated: May 4, 2021

ROSEMARIE SMALLCOMBE, District I Supervisor

TOM SWEENEY, District II Supervisor

MARSHALL LONG, District III Supervisor

WAYNE FORSYTHE, District IV Supervisor

MILES MENETREY, District V Supervisor

Attachment: Older Americans Month 2021 - Proclamation [Revision 1] (2021-50 : Proclaim the Month of May, 2021 as "Older Americans Month")

MARIPOSA COUNTY

Health and Human Services · (209) 966-2000

MEETING: May 4, 2021

TO: The Board of Supervisors

FROM: Shannon Gadd, Health and Human Services Agency Director

RE: Proclamation - "Foster Care Month"

RECOMMENDATION AND JUSTIFICATION:

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

This year we focus on ways to build up support systems for families.

Mariposa County recognizes the importance of strengthening our resource families to support and empower youth and the family structure. Resource Families have continued to provide tremendous support to both the Community and individual Family needs, thus providing a nurturing and supportive environment for our children and youth.

With more resource families becoming available, they have proven to be an invaluable resource for both Mariposa County and the families they help support. This month we express our admiration and gratitude for the resource families who invite children and youth into their homes.

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 positive effects provided by foster families.

ATTACHMENTS:
Foster Care Month - Final (PDF)

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

The Mariposa County Board of Supervisors

proclaims the

MONTH of MAY, 2021

as

"Foster Care Month"

In recognition of our resource families who continue to provide a supportive and nurturing environment for our child and youth.

Dated: May 4th, 2021

ROSEMARIE SMALLCOMBE, District I Supervisor

TOM SWEENEY, District II Supervisor

MARSHALL LONG, District III Supervisor

WAYNE FORSYTHE, District IV Supervisor

MILES MENETREY, District V Supervisor

Attachment: Foster Care Month - Final (2021-51 : Proclamation - "Foster Care Month")

MARIPOSA COUNTY

Health and Human Services · (209) 966-2000

MEETING: May 4, 2021

TO: The Board of Supervisors

FROM: Shannon Gadd, Health and Human Services Agency Director

RE: Proclaim May as "Nurses Month" and May 6-12, 2021 as "Nurses Week"

RECOMMENDATION AND JUSTIFICATION:

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

Nurses Week begins each year on May 6th and ends on May 12th, Florence Nightingale's birthday. These permanent dates enhance planning and position "Nurses Week" as an established recognition event. In Addition, The Theme for 2021 is Nurses: A Voice to Lead and a sub theme “A Vision for Future Healthcare.”

As we recognize Nurses in our community, a special recognition for Public Health Nurses who have been at the forefront of the Pandemic and continue to be the lead for our community.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The Board has approved similar proclamations in the past.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Miss the opportunity to recognize nurses and the hard work they do for our community.

ATTACHMENTS:

Proclaim The Month of May 2021 "Nurses Month" and The Week of May 6 - 12, 2021 "Nurses Week" (PDF)

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

The Mariposa County Board of Supervisors

proclaims

THE MONTH OF MAY 2020 AND MAY 6TH THROUGH MAY 12TH, 2021

as

"Nurses Month and Nurses Week"

WHEREAS, the month of May, and the week of May 6-12, all nurses in Mariposa County will be recognized, celebrated and thanked; and

WHEREAS, nurses week is designated May 6th -12th and is supported by the American Nurses Association (ANA) which provides an opportunity to give recognition to nurses and educate the public about the impact nurses have on health and the prevention of disease; and

WHEREAS, nurses are at the frontline and care for the community of Mariposa County; and

WHEREAS, John C. Fremont Healthcare District and Mariposa County Health and Human Services Agency have collaborated to raise the profile of nurses and to support the indispensable work of these professions; and

WHEREAS, in addition to diagnosing and treating acute and chronic conditions, nurses focus on health promotion, disease prevention, health education, counseling and guiding patients to make smarter health and lifestyle choices; and

WHEREAS, professional nursing has been demonstrated to be a crucial component of safe and high-quality care; and

WHEREAS, nurses are consistently ranked as the most ethical and trusted profession; and

WHEREAS, there are more than 180 licensed nurses in Mariposa County which includes RNs, LVNs, NPS and one nurse midwife providing primary, acute and specialty care to patients of all ages and walks of life; and

WHEREAS, nurses are highly skilled practitioners with advanced education and clinical training building upon their initial register nurse preparation.

NOW, THEREFORE, BE IT RESOLVED, that the Mariposa County Board of Supervisors hereby proclaims the month of May 2021 **"Nurses Month"** and the week of May 6-12, 2021, as **"Nurses Week"** to emphasize the importance of nurses in the Mariposa County Community.

PASSED AND ADOPTED by the Mariposa County Board of Supervisors this 4TH day of May 2021, by unanimous vote:

ROSEMARIE SMALLCOMBE, District I Supervisor

WAYNE FORSYTHE, District IV Supervisor

TOM SWEENEY, District II Supervisor

MILES MENETREY, District V Supervisor

MARSHALL LONG, District III Supervisor

Attachment: Proclaim The Month of May 2021 "Nurses Month" and The Week of May 6 - 12, 2021 "Nurses Week" [Revision 1] (2021-52 :

MARIPOSA COUNTY

Board of Supervisors · 209-966-3222

MEETING: May 4, 2021

TO: The Board of Supervisors

FROM: Marshall Long, District III Supervisor

RE: Proclamation - "Hand Hygiene Day"

RECOMMENDATION AND JUSTIFICATION:

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

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The Board has approved similar proclamations in the past.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Miss the opportunity to bring awareness to this important issue.

ATTACHMENTS:
Hand Hygiene Day (PDF)

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

The Mariposa County Board of Supervisors
proclaims the

May 5th, 2021

as

"Hand Hygiene Day"

WHEREAS, May 5th, 2021 is recognized as **"Hand Hygiene Day"** as announced by the World Health Organization; and

WHEREAS, washing your hands properly is the most important hygiene activity to do to help prevent and control the spread of many illnesses; and

WHEREAS, good hand hygiene helps to reduce the risk of flu, food poisoning and healthcare associated infections from being passed from person to person; and

WHEREAS, washing your hands regularly for the recommended 20 seconds will help to stop the coronavirus, as well as other viruses from spreading; and

WHEREAS, the use of alcohol-based hand sanitizer reduces the number of infections, and thus the related deaths, by 50%; and

WHEREAS, John C. Fremont Hospital is committed to reducing infection and saving lives by practicing and promoting proper hand hygiene.

NOW, THEREFORE, BE IT RESOLVED, that the Mariposa County Board of Supervisors hereby proclaims May 5, 2021 as **"HAND HYGIENE DAY"** to emphasize the importance and encourage others to wash their hands and use alcohol based hand sanitizers, when hand washing is not an option.

PASS AND ADOPTED by the Board of Supervisors of Mariposa County this 4th day of May, 2021, by unanimous vote.

_____
Rosemarie Smallcombe, District I Supervisor

_____
Wayne Forsythe, District IV Supervisor

_____
Tom Sweeney, District II Supervisor

_____
Miles Menetrey, District V Supervisor

_____
Marshall Long, District III Supervisor

Attachment: Hand Hygiene Day (2021-53 : Proclamation - "Hand Hygiene Day")

MARIPOSA COUNTY

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

MEETING: May 4, 2021

TO: The Board of Supervisors

FROM: Rene LaRoche, Clerk of the Board

RE: Handouts from Public Comment Portion of the May 4, 2021 Meeting

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Handouts from the Public Comment on Non-Agenda Items Portion of the May 4, 2021 Meeting:

Received from Gary Friesen: Overview of interactions with Public Works regarding hangar issue.

ATTACHMENTS:
Handouts from Gary Friesen regarding hangar issue (PDF)

RESULT: INFORMATION RECEIVED

Attachment: Handouts from Gary Friesen regarding hangar issue (11848 : Handouts from Public Comment Portion of the May 4, 2021 Meeting)

Introduction

Started flying when I was 16 years old.
Recently retired after 25 years of flying for FedEx.
Have lived in Mariposa for 20 years.
Was asked to serve on Grand Jury so have had the opportunity to meet most of you except for Wayne Forsythe and Tom Sweeney.

Synopsis

Last year March 7, 2020 at the local Experimental Aircraft Association (EAA) meeting I was informed about a portable hangar for sale at Merced airport. (See photo, page 1)

I went to the Public Works Director and inquired about space for such a portable hangar at Mariposa Airport. I was told, in so many words, no.

On March 11, **2020** the Airport Advisory Committee called a special session to review the matter. They concluded that space was available on spot 46 and so I bought the hangar. (See Google Map., Spot 46 is opposite end from spot 42).

On **July 22** the Public Works Department asked about the status of my hangar and I responded "ready to move".

I naively assumed it should take about 10 minutes to complete the Lease Agreement so after obtaining wide load permits from Merced City, Merced County, and CalTrans and arranging for two pilot vehicles from Chase Petroleum, renting a 26 ft. Uhaul as a tow vehicle I emailed Public Works on **Feb. 24th** and told them I would be moving the hangar the next day. I was told I needed to obtain a building permit and show proof of insurance. After talking with Mike Kinslow the Building Permit requirement was rescinded. (None of the other portable hangars have a building permit.) As everything was arranged for the move Dave Lombard called John Cahalin, owner of the Electric Vehicle Park land north of the airport. John graciously allowed us to park the hangar there. Dave told John it may be up to two and a half weeks before the hangar is moved off his property. **It has now been over two months since the hangar was parked there.** John is wondering how much longer the hangar will be there.

So far the Public Works Director has sent three versions of the Lease Agreement.

There are five blanks to fill on the Agreement's first page:

1. Name of Lessee
2. Ground Space Number
3. Square Footage
4. Term commencement date
5. Term expiration date
6. Rental monthly rate

VERSION NUMBER	VERSION 1	VERSION 2	VERSION 3
SQUARE FOOTAGE	711 SQ. FT.	1115 SQ. FT.	1115 SQ. FT.
COMMENCEMENT DATE	APRIL 1, 2021	APRIL 1, 2021	APRIL 1, 2021
EXPIRATION DATE	DEC. 31, 2023	DEC. 31, 2023	MARCH 31, 2031
MONTHLY RATE	$60/MONTH	$52/MONTH	$59/MONTH

SQUARE FOOTAGE

When asked on March 8 I told Public Works Director the square footage was 710 sq. ft. (See attached drawing of measurements) I assumed I would be charged for pad total of 912 square feet as shown in Airport Rates, Fiscal Year 2006-07 chart for identical hangars on spots 42 and 43. (See attached) The Public Works Director however said in March 8 email that the pad total was 1080 sq. ft. **Where was this number derived from**?

COMMENCEMENT DATE

The latest version has an April 1 commencement date even though received on April 19th. I would suggest it begin when the hangar is actually located on the field.

EXPIRATION DATE

This was originally for less than a two year term, expiring at the end of 2023. I was expecting a 10 year term because he wrote on March 3, 2020 "... ground lease arrangements, which run for a term of 10 years, ..." (See handout titled AAC). The rational for giving such a short date was that he wanted the expiration dates to align with other ground leases. **Almost all the other 10 year ground lease contracts expire at the end of 2025, not 2023.** This expiration date has been corrected to allow for a ten year term thanks to the assistance of County Counsel.

MONTHLY RATE

As you can see each version has a different monthly rate. Attached is the last sheet from **your** Resolution 2020-82. It shows the rate for identical hangars to mine, hangars 42 and 43, as being $49/month in February 2020. CPI adjustment brings this up to $50 now. I pointed out to the Public Works Director that Section 4 of the Agreement says, "The amount of increase shall be based on the CPI or 2%, whichever is less. The maximum increase shall not exceed 2% in any one year." He replied that he was unaware of that clause and would change it. So you can see in version two and three how the text of the agreement has been altered. This Agreement says in the footer, "Approved 3/10/15". Is it unethical to unilaterally alter the text of an Agreement – to falsify a document - that the Board of Supervisors has approved?

Attachment: Handouts from Gary Friesen regarding hangar issue (11848 : Handouts from Public Comment Portion of the May 4, 2021 Meeting)

I made a PRA request for all the Ground Lease Agreements and was given all but those for spots 36, 42 and 43. When asked, he said those weren't included because they "are presently under renewal with the existing tenants and we do not have newly executed leases." He went on to write that hangar 43 was being charged $73.08/month. This is roughly **1.5 times the authorized rate** allowed by your Resolution 2020-82.

It should not take months for this to come to a conclusion. I am asking that you assist in an equitable completion of this agreement.

Gary Friesen
Cell: 209-626-9626
gdfrsn@gmail.com

Attachment: Handouts from Gary Friesen regarding hangar issue (11848 : Handouts from Public Comment Portion of the May 4, 2021 Meeting)

Attachment: Handouts from Gary Friesen regarding hangar issue (11848 : Handouts from Public Comment Portion of the May 4, 2021 Meeting)

Google Maps

Imagery ©2021 Maxar Technologies, Map data ©2021 50 ft

Attachment: Handouts from Gary Friesen regarding hangar issue (11848 : Handouts from Public Comment Portion of the May 4, 2021 Meeting)

Attachment: Handouts from Gary Friesen regarding hangar issue (11848 : Handouts from Public Comment Portion of the May 4, 2021 Meeting)

Gmail

Gary Friesen <gdfrsn@gmail.com>

AAC

Robin <rlbinder@sti.net> Tue, Mar 3, 2020 at 5:14 PM
To: Mike Healy <mhealy@mariposacounty.org>
Cc: Lentz Kent <vulcanp40b@gmail.com>, Sellers Ruth <ruths@sti.net>, Joe Coho <JCoho@cohosalmon.net>, Skogen Pat <gammi1945@icloud.com>, Leinheuser Rick <windingg@aol.com>, Roy Anderson <androy51@icloud.com>, Marshall Long <mlong@mariposacounty.org>, Miles Menetrey <mmenetrey@mariposacounty.org>, Borreson Tony <airborrnaviation@gmail.com>, Dallin Kimble <dkimble@mariposacounty.org>, Dahlem Steve <sdahlem@mariposacounty.org>

Hello Mike,

I would like to schedule an Airport Advisory Committee meeting for next week, with the sole agenda item being Mr. Friesen's desire to relocate a metal T-hangar from Merced to our airport. There are sites suitable for this hangar without compromising the bigger picture.

The much larger topic of having a long waiting list for hangars and using this to generate more income for the airport can wait until we learn more about how best to accomplish this.

Mr. Friesen is available next week except for Monday morning and all day Thursday.

How is your schedule?

Regards,

Rob

AAC Chairperson

On Mar 3, 2020, at 10:07 AM, Mike Healy <mhealy@mariposacounty.org> wrote:

Good Morning All,
With all due respect that is not exactly what was expressed to Mr. Friesen when he told me that you (Rob) had advised him about a hanger for sale at Merced Airport and this ability to move it to our Mariposa County Airport.
I advised Mr. Friesen is that the Committee has expressed a desire to study the current situation regarding Airport Hangers as an Economic Development tool for the long term benefit of the Airport financial sustainability and that I would not be acting in the best interest of the Committee by not preserving the committees stated desire to accomplish this analysis and ultimately putting forward their recommendations to the Board of Supervisors. In keeping with the committees stated desire to address hangers my view is that I would not be preserving the committee ability to address this topic comprehensively by entering into a long term land lease which would remove from your (the committee) process land that may be better used subject to the committee's ultimate analysis. Please know further that I take this position understanding that there are currently two land lease hangers for sale. I also expressed to Mr. Friesen that the Committee discussions and recommendations regarding hangers, economic development and financial sustainability of the facility could/would result in a recommendation to the Board of Supervisors action and that my understanding with regard to the overall committee hanger discussions will address the entire issue to land lease as opposed to County owned hanger leases.
My discussion with Mr. Friesen did not address the wide difference in monthly rent revenues collected between ground lease arrangements, which run for a term of 10 years, and County Owned Hanger Leases which run for a 5 year term (examples below). It is my impression from the stated actions of the Committee that it is your stated desire to have a broad discussion that will set a path toward the Airport Enterprise Fund meeting its necessary cost expenditures for both short and long term.
Presently, we are projecting a shortfall of in the neighborhood of $25,000 and will be asking the Board of Supervisors for an infusion of this amount of General Fund revenue from the taxpayers of Mariposa County. Since 2010 through the generosity of taxpayers of Mariposa County the Board has appropriated $203,600 in direct funding toward the operating expense of the Airport to cover the shortfall from maintenance and operational expenses not generated through the collection of fees generated at the facility.

Attachment: Handouts from Gary Friesen regarding hangar issue (11848 : Handouts from Public Comment Portion of the May 4, 2021 Meeting)

Lastly, I enjoyed meeting with Mr. Friesen and only sought to preserve the committees stated desire to address the issue of hangers and how they impact economic development and financial sustainability and do not believe that granting further land leases reserves that ability for the committee to fully address this issue.
Lastly, with respect to a "Special" Meeting of the Airport Advisory Committee please know that under State Statute there is no emergency that would require a "Special Meeting but the Committee could schedule a Regular Meeting so long as there is a posting of the agenda for a minimum of 72 Hours.

Examples of Current Hanger Rates:

Sq. Ft. Hanger Owned)	Per Month Land Lease per. mo.	--------	Sq. Ft.	Per Month Hanger Rental (County
2,268	$53.80	1,080	$163.92	
1,200	$29.00	1,105	$180.67	

Sincerely,
Mike

Mike Healy, PWLF
Director, Public Works & Transportation
Mariposa County, CA
209-966-5356
mhealy@mariposacounty.org

Team, Service, Stewardship
[Quoted text hidden]

Attachment: Handouts from Gary Friesen regarding hangar issue (11848 : Handouts from Public Comment Portion of the May 4, 2021 Meeting)

RESOLUTION 2020-82

EXHIBIT 4 County of Mariposa Fee Schedule - Airport - Public Works				
Tiedowns				
1	Reserved Tiedown	per month		$ 65
2	Transient Tiedown	per night		$ 10
3	Transient Commercial Tiedown	per night		$ 20
4	Dirt Tiedown, north side	per month		$ 40
5	Helipads	per month		$ 100
Ground Lease Fees				
1	Metal hanger, south side (Hanger 44)	per month		$ 82
2	Metal "T" hangar, south side (Hanger 42, 43)	per month		$ 49
3	Metal "T" hangar, south side (Hanger 36, 37)	per month		$ 59
4	Metal hanger, south side (Hanger 38)	per month		$ 65
5	Wood hanger, north side (Hanger 7, 8) 1200 SQ FT	per month		$ 38
6	New hanger, south side (Hanger 48, 49, 51, 52)	per month		$ 47
7	New hanger, south side (Hanger 56) 2268 SQ FT	per month		$ 69
8	New hanger, south side (Hanger 53, 54, 55)	per month		$ 100
Hangar Rentals				
1	Old metal hangar, northside (Hanger 1, 2, 3, 4)	per month		$ 114
2	1996 Metal "T" hangars (21-23, 26-28, 31, 34, 39, 40, 50)	per month		$ 209
3	County Hangar #50 (hangar 50)	per month		$ 345
4	2001 Nested metal "T" hangars (58 thru 71)	per month		$ 231
5	Storage hangars (57, 72)	per month		$ 116
new	Commercial Landing Fee	per landing		$ 15
new	Commercial Landing Fee w/ Hangar Rental	per year		$ 600
new	Recreational Aircraft Landing Fee	per landing	[A2]	No Fee

[Notes]

[A1] Set per County policy

[A2] No landing fee for recreational aircraft per County Policy.

Attachment: Handouts from Gary Friesen regarding hangar issue (11848 : Handouts from Public Comment Portion of the May 4, 2021 Meeting)

Attachment: Handouts from Gary Friesen regarding hangar issue (11848 : Handouts from Public Comment Portion of the May 4, 2021 Meeting)

MINE IS 710 541

42+43 = .04166

36+37 = .04245

MARIPOSA-YOSEMITE AIRPORT RATES
FISCAL YEAR 2006-07

	NO.	SIZE	SQ. FT.	HANGAR #		CURRENT	PROPOSED*	
Tiedowns:								
Reserved tiedown	31	irregular	750			$29.00 per month	**$31.00 per month**	
Transient tiedown	18	irregular	750			$4.00 per night	**$5.00 per night**	
Dirt tiedown, north side	2					$20.00 per month	**$21.00 per month**	
Helipads	3	50' x 50'	2500			$49.00 per month	**$52.00 per month**	
Ground Lease Fees:								
Metal hangar, south side	1	42' x 36'	1512	44	.039	$59.00 per month	**$63.00 per month**	.042
Metal "T" hangar, south side	2	irregular	912	42, 43	.039	$36.00 per month	**$38.00 per month**	.042
Metal "T" hangar, south side	2	irregular	1060	36, 37	.040	$42.00 per month	**$45.00 per month**	.042
Metal hangar, south side	1	36' x 33'	1188	38	.040	$47.00 per month	**$50.00 per month**	.042
Wood hangar, north side	2	40' x 30'	1200	7, 8	.022	$27.00 per month	**$29.00 per month**	.024
New hangar, south side	4	42' x 36'	1512	48,49,51,52	.022	$34.00 per month	**$36.00 per month**	.024
New hangar, south side	1	42' x 54'	2268	56	.022	$50.00 per month	**$53.00 per month**	.023
New hangar, south side	3	60' x 54'	3240	53,54,55	.022	$73.00 per month	**$77.00 per month**	.024
Hangar Rentals:								
Old metal hangar, northside	4	40' x 30'	1200	1,2,3,4		$88.00 per month	**$88.00 per month**	
New metal "T" hangars	10	irregular	1080	21-23,26-28 31,34,39,40		$152.00 per month	**$161.00 per month**	
County Hangar	1	42' x 36'	1512	50		$250.00 per month	**$265.00 per month**	
Nested metal "T" hangars	14	irregular	1105	58 thru 71		$168.00 per month	**$178.00 per month**	
Storage hangar	1	irregular	553	57		$84.00 per month	**$89.00 per month**	
Storage hangar	1	irregular	553	72		$84.00 per month	**$89.00 per month**	
Total Number Of Spaces:	**101**							

(4)

Attachment #3

*Effective date July 1, 2007

Revised 3/26/07
MBP

Gmail

Gary Friesen <gdfrsn@gmail.com>

Port-A-Port Hangar

Gary Friesen <gdfrsn@gmail.com> Wed, Feb 24, 2021 at 12:33 PM
To: Mike Healy <mhealy@mariposacounty.org>

Hi Mike,

I'll be bringing the hangar up from Merced to Mariposa tomorrow, 2/25/2021. I've called Jean's voicemail and am awaiting her call back.

Regards,

Gary Friesen
209-626-9626
[Quoted text hidden]

Attachment: Handouts from Gary Friesen regarding hangar issue (11848 : Handouts from Public Comment Portion of the May 4, 2021 Meeting)

LEASE AGREEMENT FOR
MARIPOSA-YOSEMITE AIRPORT GROUND SPACE

This AGREEMENT is entered into on the most recent date last below written by and between the County of Mariposa, a political subdivision of the State of California, through its Public Works Department, herein referred to as "COUNTY," and Gary Friesen, hereinafter referred to as "LESSEE".

1. **PREMISES:** COUNTY hereby leases to LESSEE, and LESSEE hereby leases from the COUNTY, ground space number **46**, located at the Mariposa-Yosemite Airport (Airport), consisting of approximately 711 square feet, and hereinafter referred to as the "PREMISES".

2. **TERM:** The term of this AGREEMENT shall commence on April 1, 2021 regardless of the date of execution, and shall expire on December 31, 2023

3. **RENT:** LESSEE agrees to pay to COUNTY the sum of $ 60.00 per month, as and for rental payment for the PREMISES. The payment shall be made on the first day of each calendar month during the term hereof and shall be payable in advance. Rental payments shall be mailed to Mariposa County Department of Public Works, 4639 Ben Hur Road, Mariposa, CA 95338.

4. **RENTAL LEASE ADJUSTMENTS:** The amount for rental payments specified for this year may be adjusted annually, at the discretion of the County, for the ensuing fiscal year to reflect the Consumer Price Index (CPI) prepared by the United States Department of Labor, Bureau of Labor Statistics, using the weighted average of CPI *(all urban consumers for the State of California)*. The amount of increase shall be based on the CPI or 2%, whichever is less. The maximum increase shall not exceed 2% in any one year.

5. **UTILITIES:** LESSEE shall pay for water, sewer, gas, heat, light, power, telephone service, and all other utility services used by the LESSEE, including the cost of installation and maintenance thereof, if any, after prior notice to LESSEE of the costs to be incurred and LESSEE agrees to continue with said rental.

6. **HANGAR:** LESSEE shall provide or construct a hangar for the storage of aircraft owned or operated by LESSEE on the PREMISES, which must be approved in advance by the Public Works Director or his/her designee and shall be so constructed as to be removable. The hangar must be placed in accordance with the site plan approved by the Public Works Department. Any variations from the conditions contained in this paragraph shall be mutually agreed upon, in writing, between LESSEE and the Public Works Director. LESSEE shall provide COUNTY with as-built drawings of the hangar constructed on the PREMISES. Said IMPROVEMENTS must have been constructed and a Certificate of Completion issued by COUNTY or this AGREEMENT shall automatically terminate unless COUNTY and LESSEE mutually agree in writing to extend this AGREEMENT.

7. **USE:** LESSEE shall use the PREMISES solely for the storage of aircraft owned or operated by LESSEE, except as provided herein. LESSEE shall not use the PREMISES for any non-aeronautical use, including without limitation, (i) the storage of boats, automobiles, recreational vehicles, or other non-aviation items; and (ii) any residential use. LESSEE shall not use the PREMISES for the operation of any commercial business providing aeronautical products or services to Airport tenants or users without the prior written approval of the Public Works Director, or his/her designee. LESSEE may perform any services on its own aircraft with its own employees, including without limitation maintenance, repair and fueling; provided however, that any such activity shall be performed in compliance with any applicable rules imposed by COUNTY prior to or after the effective date of this AGREEMENT. LESSEE may obtain aeronautical products and services from any entity permitted by COUNTY to supply the particular products or services at the Airport. LESSEE shall not utilize the

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1. **PREMISES:** COUNTY hereby leases to LESSEE, and LESSEE hereby leases from the COUNTY, ground space number **46**, located at the Mariposa-Yosemite Airport (Airport), consisting of approximately 1115 square feet, and hereinafter referred to as the "PREMISES".

2. **TERM:** The term of this AGREEMENT shall commence on April 1, 2021 regardless of the date of execution, and shall expire on December 31, 2023

3. **RENT:** LESSEE agrees to pay to COUNTY the sum of $ 52.00 per month, as and for rental payment for the PREMISES. The payment shall be made on the first day of each calendar month during the term hereof and shall be payable in advance. Rental payments shall be mailed to Mariposa /Yosemite Airport 5020 McCready Way, Mariposa, CA 95338.

4. **RENTAL LEASE ADJUSTMENTS:** The amount for rental payments specified for this year may be adjusted annually, at the discretion of the County, for the ensuing fiscal year to reflect the Consumer Price Index (CPI) prepared by the United States Department of Labor, Bureau of Labor Statistics, using the weighted average of CPI (all urban consumers for the State of California). The amount of increase shall be based on the CPI or 2%.

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7. **USE:** LESSEE shall use the PREMISES solely for the storage of aircraft owned or operated by LESSEE, except as provided herein. LESSEE shall not use the PREMISES for any non-aeronautical use, including without limitation, (i) the storage of boats, automobiles, recreational vehicles, or other non-aviation items; and (ii) any residential use. LESSEE shall not use the PREMISES for the operation of any commercial business providing aeronautical products or services to Airport tenants or users without the prior written approval of the Public Works Director, or his/her designee. LESSEE may perform any services on its own aircraft with its own employees, including without limitation maintenance, repair and fueling; provided however, that any such activity shall be performed in compliance with any applicable rules imposed by COUNTY prior to or after the effective date of this AGREEMENT. LESSEE may obtain aeronautical products and services from any entity permitted by COUNTY to supply the particular products or services at the Airport. LESSEE shall not utilize the

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2. **TERM:** The term of this AGREEMENT shall commence on April 1, 2021 regardless of the date of execution, and shall expire on March 31, 2031

3. **RENT:** LESSEE agrees to pay to COUNTY the sum of $ 59.00 per month, as and for rental payment for the PREMISES. The payment shall be made on the first day of each calendar month during the term hereof and shall be payable in advance. Rental payments shall be mailed to Mariposa /Yosemite Airport 5020 McCready Way, Mariposa, CA 95338.

4. **RENTAL LEASE ADJUSTMENTS:** The amount for rental payments specified for this year may be adjusted annually, at the discretion of the County, for the ensuing fiscal year to reflect the Consumer Price Index (CPI) prepared by the United States Department of Labor, Bureau of Labor Statistics, using the weighted average of CPI (all urban consumers for the State of California).

5. **UTILITIES:** LESSEE shall pay for water, sewer, gas, heat, light, power, telephone service, and all other utility services used by the LESSEE, including the cost of installation and maintenance thereof, if any, after prior notice to LESSEE of the costs to be incurred and LESSEE agrees to continue with said rental.

6. **HANGAR:** LESSEE shall provide or construct a hangar for the storage of aircraft owned or operated by LESSEE on the PREMISES, which must be approved in advance by the Public Works Director or his/her designee and shall be so constructed as to be removable. The hangar must be placed in accordance with the site plan approved by the Public Works Department. Any variations from the conditions contained in this paragraph shall be mutually agreed upon, in writing, between LESSEE and the Public Works Director. LESSEE shall provide COUNTY with as-built drawings of the hangar constructed on the PREMISES. Said IMPROVEMENTS must have been constructed and a Certificate of Completion issued by COUNTY or this AGREEMENT shall automatically terminate unless COUNTY and LESSEE mutually agree in writing to extend this AGREEMENT.

7. **USE:** LESSEE shall use the PREMISES solely for the storage of aircraft owned or operated by LESSEE, except as provided herein. LESSEE shall not use the PREMISES for any non-aeronautical use, including without limitation, (i) the storage of boats, automobiles, recreational vehicles, or other non-aviation items; and (ii) any residential use. LESSEE shall not use the PREMISES for the operation of any commercial business providing aeronautical products or services to Airport tenants or users without the prior written approval of the Public Works Director, or his/her designee. LESSEE may perform any services on its own aircraft with its own employees, including without limitation maintenance, repair and fueling; provided however, that any such activity shall be performed in compliance with any applicable rules imposed by COUNTY prior to or after the effective date of this AGREEMENT. LESSEE may obtain aeronautical products and services from any entity permitted by COUNTY to supply the particular products or services at the Airport. LESSEE shall not utilize the

VER 3

Attachment: Handouts from Gary Friesen regarding hangar issue (11848 : Handouts from Public Comment Portion of the May 4, 2021 Meeting)

Gmail

Gary Friesen <gdfrsn@gmail.com>

RE: New request received

Mike Healy <mhealy@mariposacounty.org> Wed, Apr 28, 2021 at 8:55 AM
To: Gary Friesen <gdfrsn@gmail.com>
Cc: Rene LaRoche <rlaroche@mariposacounty.org>, Steve Dahlem <sdahlem@mariposacounty.org>

Good Morning Mr. Friesen,

36, 42 and 43 are presently under renewal with the existing tenants and we do not have newly executed leases. Just so you know the rent charged at the expiration was 36-$45 per month 42-$36.45 and 43 - $73.08 per month.

Once we have executed leases I will be happy to provide them to you as without then fully executed that are simply Draft proposals.

Sincerely,

Mike

Mike Healy, PWLF

Director, Public Works & Transportation

Mariposa County, CA

209-966-5356

mhealy@mariposacounty.org

Team, Service, Stewardship

[Quoted text hidden]

Attachment: Handouts from Gary Friesen regarding hangar issue (11848 : Handouts from Public Comment Portion of the May 4, 2021 Meeting)

MARIPOSA COUNTY

Public Works · 209 966 5356

MEETING: May 4, 2021

TO: The Board of Supervisors

FROM: Mike Healy, Public Works Director

RE: Appoint Members to the Social Service Transportation Advisory Council

---

RECOMMENDATION AND JUSTIFICATION:
Appoint Amanda Meek as the Social Service Provider for Limited Means Representative for a three (3) year term ending April 27, 2024; and Appoint Kelly Taute as the Local Consolidated Transportation Service Agency Representative for a two (2) year term ending April 27, 2023, to the Social Services Transportation Advisory Council (SSTAC).

With this action there will be 7 vacancies on this council.

Appointments, term expirations and vacancies have been advertised according to the Maddy Act.

The SSTAC is a standing committee required by Section 99238 of the Public Utilities Code that annually participates in the identification of transit needs, including unmet transit needs in Mariposa County.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
Appointments for SSTAC members have been brought before the board updating the membership and approved in prior years. According to the Bylaws of the SSTAC, it is required that the Local Transportation Commission approve the appointment of all council members. The council continues to actively pursue the recruitment of new memberships.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Not approving the appointment of council members, would therefore place the SSTAC in non-compliance with Section 99238 of the Public Utilities Code.

ATTACHMENTS:
Amanda Meek Application for LTC Approval(PDF)
Kelly Taute Application for LTC Appointment (PDF)
Social Services Transportation Advisory Council (PDF)

Local Transportation Commission 2021-15

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Wayne Forsythe, District IV Supervisor
SECONDER: Tom Sweeney, District II Supervisors
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: SSTAC

Supervisorial District in which you Reside: CANN FORSYTHE (JAN '21)

Length of Residency in the County: 31 YRS

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: AMANDA

Last Name: MEEK

Mailing Address: PO BOX 99, MARIPOSA, CA 95338

Email Address: amanda.meek@mariposacounty.org

Are you Over 18 Years of Age: YES

Employment Status: FULL-TIME

Employer's Name: MARIPOSA COUNTY (HHSA)

Employer's Address: PO BOX 99, MARIPOSA, CA 95338

Day Telephone Number: 209 742-0910

Cell Phone Number: [redacted]

Please explain why you wish to serve on this Board/Commission/Committee:
I have participated in the past. Through my work I can offer insite into the needs of our community that (would) utilize this service.

Please list prior/current appointments to other Boards/Commissions/Committees:
I had been a member of the transportation board/committee a few years ago.

RECEIVED
OCT 23 2020
CLERK OF THE BOARD

NOTE: THIS DOCUMENT IS SUBJECT TO PUBLIC INSPECTION

Last Modified: 11/ /2013

Attachment: Amanda Meek Application for LTC Approval (LTC-2021-15 : Appoint Members to the Social Service Transportation Advisory

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

I am a direct service provider for some of our most vonerable community members. I work with families (Welfare to work) (homeless), our disabled (GA), and our homeless (individuals and families AW). I assist them with their everyday and employment issues (including transportation) and feel I can offer their insite to the commity.

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: I work for HHSA, as does my mother

Resumé Attached:	Time(s) you have available to attend meetings (days, evenings, etc.):	Do you have transportation?
NO	Most work days (advanced notice)	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: 10/23/2020 Signature:

NOTE: THIS DOCUMENT IS SUBJECT TO PUBLIC INSPECTION

Attachment: Amanda Meek Application for LTC Approval (LTC-2021-15 : Appoint Members to the Social Service Transportation Advisory

REQUEST DETAILS

Description

Name of Board, Commission or Committee for which you are applying
Social Services Transportation Advisory Council

First Name
Kelly

Last Name
Taute

Supervisorial District in which you Reside
1

Length of your Residency in the county
1

Mailing Address
PO BOX 99, Mariposa CA 95338

Email Address:
ktaute@mariposacounty.org

Preferred Contact Method
Cell Phone

Are you Over 18 Years of Age
Yes

Employment Status
Employeed

Employer's Name
Mariposa County Health & Human Services

Employer's Address
5362 Lemee Lane, Mariposa CA 953358

Day Telephone Number
209-966-2000

Cell Phone Number
[redacted]

Please explain why you wish to serve on this Board/Commission/Committee
I am the supervisor of our county';s Mari-Go and Medi-Trans Services. I believe in providing the best possible transportation services to our community. I would like to better service our existing ridership while increasing our availability to the community.

Please list prior/current appointments to other Boards/Commissions/Committees
n/a

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

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
n/a

Time(s) you have available to attend meetings (days, evening, etc.)
any

Do you have transportation?

Attachment: Kelly Taute Application for LTC Appointment (LTC-2021-15 : Appoint Members to the Social Service Transportation Advisory

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.

By checking the "I agree" box below, you agree and acknowledge that:
1) your application will not be signed in the sense of a traditional paper document,
2) by signing in the alternate manner below, you authorize your electronic signature to be valid and binding upon you to the same force and effect as a handwritten signature, and
3) you may still be required to provide a traditional signature at a later date.

(If you would prefer to fill out a paper form, please contact the Clerk of the Board's Office at (209) 966-3222.)
I agree

Attachment: Kelly Taute Application for LTC Appointment (LTC-2021-15 : Appoint Members to the Social Service Transportation Advisory

Attachment: Social Services Transportation Advisory Council (LTC-2021-15 : Appoint Members to the Social Service Transportation Advisory

SOCIAL SERVICES TRANSPORTATION ADVISORY COUNCIL

	Category	Appointed	Term No.	Expires
Vacant	Potential Transit User 60 years of age or older		1	
Vacant	Potential Transit user with a Disability	6-1-10	1	6-1-13
Vacant	Social Service Provider for Seniors	4-12-11	1	4-12-14
Vacant	Social Service Provider for Seniors	11-8-11	2	12-16-16
Vacant	Social Service Provider for the Disabled	6-1-10	2	9-24-16
Vacant	Social Service Provider for the Disabled		2	10-16-10
Vacant	Local Social Service Provider for Persons of Limited Means	1-18-11	2	2-25-16
Vacant	Local Consolidated Transportation Service Agency	12-7-10	3	12-16-16
Vacant	Local Consolidated Transportation Services Agency	10-16-07	3	12-16-16

AUTHORITY: LTC Resolution 88-2 and PUC 99238 and SSTAC Bylaws, LTC Resolution 88-3,

MEMBERSHIP: LTC Resolution 88-3
One representative of potential transit users who is 60 years of age or older. One representative of potential transit users who is handicapped.

Two representatives of local social service providers for seniors, including one representative of a social service transportation provider, if one exists. Two representatives of local social service providers for the handicapped, including one representative of a social service transportation provider, if one exists. One representative of a local social service provider for persons of limited means. Two representatives from the local consolidated transportation service agency, including one representative from an operator, if one exists.

Transportation Planning Agency may appoint additional members from a broad representation of social service and transit providers representing the elderly, the handicapped and persons of limited means in accordance with Section 99238 PUC, Subdivision (b).

TERM: Initially, one-third of the members shall be appointed for one year; one-third for two years; and one-third for three years. Thereafter, all members shall serve for three years each.

PURPOSE: Advise the Transportation Planning Agency regarding needs, including coordination and consolidation of specialized transportation services per PUC Section 99238.

DEPARTMENT: Public Works/Local Transporation Commission

MARIPOSA COUNTY

Fire · 209-966-4330

RESOLUTION - ACTION REQUESTED 2021-243

MEETING: May 4, 2021

TO: The Board of Supervisors

FROM: Mike Van Loben Sels, Acting Fire Chief

RE: Mariposa County Fuel Reduction Equipment Purchase Grant

RECOMMENDATION AND JUSTIFICATION:
Adopt a Resolution Authorizing the Mariposa County Fire Chief to Submit an Application for the California Climate Investments (CCI) Fire Prevention Grant through Cal Fire for Purchase and Maintenance of Equipment; and Authorize the Board of Supervisors Chair to Sign any Agreements or Documents Pertaining to this Grant (Subject to Approval as to Legal Form by County Counsel).

This grant could amount up to $267,842.00 for purchase and maintenance costs of equipment that will be used for fuel reduction and fuel break maintenance projects. Project tracking number 20-FP-MMU-0036.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
If approved Mariposa County Fire will be applying for a grant to obtain tractor equipment such as Track Steer and small Excavator both with mastication ability and the power to work fuel break projects. These projects both planned and in need of maintenance are identified in the County's CWPP (Community Wildfire Protection Plan) and in line with Mariposa Cal Fire's Unit Fire Plan. Mariposa County Fire has limited resources to help maintain fuel reduction projects for the protection of communities. Cal Fire within Mariposa County has unit equipment that is shared amongst all projects between Mariposa-Madera-Merced counties leading to limited production time that could be increase if we had dedicated equipment for Mariposa County projects. This grant will allow for a cooperative effort between Mariposa County and Cal Fire to commit equipment specific to Mariposa County. Cal Fire will assist with supplying equipment operators, providing maintenance, and moving the equipment as needed.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Unable to increase production and maintenance of identified fuel breaks and fuel reduction projects as identified in cooperation with Cal Fire.

ATTACHMENTS:
20-FP-MMU-0036-Resolution (1)_fuel reduction equipment (PDF)
20-FP-MMU-0036-SOW 4.22.21 (PDF)
LOW_MCFAC (PDF)

REF ID# 11736

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

RESOLUTION OF THE BOARD OF SUPERVISORS
OF MARIPOSA COUNTY, STATE OF CALIFORNIA

Resolution Number: _____

WHEREAS the Governor of the State of California in cooperation with the California State Legislature has enacted State of California the **California Climate Investment** program**,** which provides funds to the State of California and its political subdivisions for **fire prevention programs;** and

WHEREAS, the State Department of Forestry and Fire Protection (CAL FIRE) has been delegated the responsibility for the administration of the program within the State, setting up necessary procedures governing application by local agencies, non-profit organizations, and others under the program; and

WHEREAS, the applicant will enter into an agreement with the State of California to carry out the Mariposa County Fuel Reduction Equipment Purchase project.

NOW, THEREFORE, BE IT RESOLVED that the MARIPOSA COUNTY BOARD OF SUPERVISORS:

1. Approves the filing of an application for **"California Climate Investment Fire Prevention Grant Program"**.
2. Certifies that said applicant has or will have sufficient funds to operate and maintain the project.
3. Certifies that funds under the jurisdiction of MARIPOSA COUNTY are available to begin the project.
4. Certifies that said applicant will expend grant funds prior to March 15, 2025.
5. Appoints Mariposa County Fire Department Division Chief to conduct all negotiations and submit application; Authorize the Board of Supervisors Chair to execute all other documents including, but not limited to agreements, amendments, payment requests and so on, which may be necessary for the completion of the aforementioned project.

The foregoing resolution was approved and adopted the ___ day of _____, 2021 by the following vote:

AYES:
NOES:
ABSENTS:

_____
Signature

_____
Title

---CERTIFICATION OF RESOLUTION---
Please note the person attesting cannot be the person (s) appointed in (5)

ATTEST:

I _____, CLERK OF THE BOARD of the MARIPOSA COUNTY BOARD OF SUPERVISORS, witness my hand or the seal of the MARIPOSA COUNTY BOARD OF SUPERVISORS on the _____ day of _____, 2021.

_____
Signature

_____
Title

OFFICIAL SEAL, OR
NOTARY CERTIFICATION
(If applicable)

APPROVED AS TO LEGAL FORM:

_____
Steven W. Dahlem, County Counsel

Attachment: 20-FP-MMU-0036-Resolution (1)_fuel reduction equipment (RES-2021-243 : Mariposa County Fuel Reduction Equipment Purchase

California Department of Forestry and Fire Protection
(CAL FIRE) California Climate Investments
Fire Prevention Grants Program
Project Scope of Work

Project Name: Mariposa County Fuel Reduction Equipment Purchase

Project Tracking Number: 20-FP-MMU-0036

Project Description Summary: Please provide a paragraph summarizing proposed project including the location, habitable structures, acres treated, etc. (Please type in blank space below. Please note there is no space limitations).

This project will involve the purchase of a Caterpillar 299D3 Compact Track Loader tractor and a Model 390 Mini Excavator to construct new and maintain existing strategic fuel breaks and treatments throughout Mariposa County. This equipment will provide the ability to treat approximately 512 acres annually and will assist with fuel reduction projects that protect low-income and high fire severity communities in the WUI in Mariposa County.

The overall project area encompasses the State Responsibility Area (SRA) in Mariposa County (443,613 acres). Existing/projected fuels projects cumulatively total approximately 4,900 acres and benefit approximately 5,000 habitable structures.

Individual projects exist in isolated areas around communities and population centers along favorable terrain features. This equipment will mechanically treat regrowth and tree mortality that has occurred within the footprint of numerous projects protecting the previous investment of public dollars by maintaining strategic fire defense systems constructed by the Mariposa County Fire Safe Council, US Forest Service, Bureau of Land Management, Mariposa County Fire and CAL FIRE Madera-Mariposa-Merced Unit.

A. Scope of Work

This item is broken into project specific criteria depending on the type of project being proposed: planning, education or hazardous fuel reduction. Please ***answer one section of questions*** that pertain to the primary activity type for your project.

Section 1: Hazardous Fuel Reduction/Removal of Dead or Dying Tree Projects

1. Describe the geographic scope of the project, including an estimate of the number of habitable structures and the names of the general communities that will benefit.

   The geographic scope of this project is approximately 4,900 acres of private and public lands within the SRA throughout Mariposa County. The project protects Priority Landscapes and Vulnerable and Low-Income communities (See maps in 20-FP-MMU-0036-Maps). Many of the existing fuel breaks need maintenance and re-treatment. These fuel breaks include Grist Fuel Break (102 Acres); Starchman Fuel Break (33 Acres); El Portal Fuel Break (494Acres); Boyer Road Fuel Break (107 Acres); Greeley Hill Fuel Reduction (2412 Acres); Lushmeadows Fuel Break (196 Acres); Stumpfield Mountain Fuel Break (706 Acres); Penon Blanco Road (47 Acres); Mount Bullion Ridge (274 Acres); Chamberlian Bear Creek Fuel Reduction

Attachment: 20-FP-MMU-0036-SOW 4.22.21 (RES-2021-243 : Mariposa County Fuel Reduction Equipment Purchase Grant)

Project (300 Acres); Foran Fuel Reduction Project (65 Acres); Timbrush Fuel Break (149 acres). Reducing fuels around the High Fire Severity Risk communities of Bootjack, Coulterville, El Portal, Fish Camp, Foresta, Greeley Hill, Hunters Valley, Jerseydale, Lush Meadows, Mariposa, Midpines, Mormon Bar, Ponderosa Basin, Wawona, Yosemite Village, and Yosemite West will protect assets at risk, as well as providing increased protection to approximately 5,000 residential housing units in the County.

2. Describe the goals, objectives, and expected outcomes of the project.

   Project goals are to purchase a Compact Track Loader Cat 299D3 and Mini Excavator that can be outfitted with several attachments including a landscape masticating head, brush rake, loader bucket, and grapple hook. These units will be used to maintain approximately 528 acres annually of existing strategic fuel breaks and treatments, remove tree mortality debris and logs from existing fuel breaks and treatments and along roadways throughout Mariposa County.

   Expected outcomes are reducing the threat of catastrophic wildfire by reducing fuel loading, fuel ladders, and dead and dying trees that contribute to high severity wildfire. Another expected outcome is increased ability to protect communities from wildfire.

3. Provide a clear rationale for how the proposed project will reduce the risks associated with wildfire to habitable structures in the WUI.

   Removal of regrowth from existing fuel breaks and treatments that have been created in strategic locations to protect WUI communities in the last 10 to 15 years will reduce the buildup of fuels and eliminate fuel ladders, so that wildfires that do start will burn with less fireline intensities, lower flame lengths, and reduced crown fire potential from increased crown spacing. This will increase initial attack success, reducing the number of extended or major wildland fires.

4. Identify any additional assets at risk to wildfire that will benefit from the proposed project. These may include, but are not limited to, domestic and municipal water supplies, power lines, communication facilities and community centers.

   Improvements within the project footprint and Project Influence Zone that will benefit from mechanical treatments of fuels are public infrastructure such hospitals, clinics, schools, and community centers that provide key services in this rural county with a population of less than 18,000 residents. Critical powerlines and substations, and radio and cellular communications towers will also be protected, as well as evacuation routes for the public and ingress/egress for first responders using roadways that have been treated. Additionally, this equipment will allow us to

Attachment: 20-FP-MMU-0036-SOW 4.22.21 (RES-2021-243 : Mariposa County Fuel Reduction Equipment Purchase Grant)

provide additional protection against the high number of roadside ignitions that occur in Mariposa County.

5. Is the scale of the project appropriate to achieve the stated goals, objectives and outcomes discussed in Item 2 above?

   Yes, adding this capacity to our ongoing program of work is appropriate and necessary to meet the stated goals. The Carr and Camp Fires (2018) and the Creek Fire (2020) reinforce the need to be proactive and retreat these strategically established fuel breaks to ensure their effectiveness for fire suppression forces, emergency evacuation, and the public living in or adjacent to them.

6. How will the project/activity utilize the leftover woody biomass? Will the project/activity use a biomass facility to reduce greater greenhouse gas emissions?

   This project will allow us to masticate material and leave woody biomass onsite which will inhibit regrowth and keep weeds down. There is currently a small-scale biomass plant planned for Mariposa County which will be utilized if it comes online within the grant period.

Section 2: Planning Projects

1. Describe the geographic scope of the project, including the communities that will benefit, and an estimate of the number of structures within the project area.
2. Describe how the project will assess the risks to residents and structures in the WUI and prioritize projects to reduce this risk over time.
3. Does the proposed plan add or build upon previous wildfire prevention planning efforts in the general project area?
4. Identify a diverse group of key stakeholders, including local, state, and federal officials where appropriate, to collaborate with during the planning process. Discuss how the project proponent plans to engage with these targeted stakeholders.
5. Describe the pathways for community involvement that will be incorporated in the planning process.

Section 3: Education

1. Describe the specific message of the education program and how it relates to reducing the risk of wildfire to owners of structures in the WUI.
2. Describe the target audience of the education program and how information will be distributed to this audience.
3. Will the education program raise the awareness of homeowner responsibilities of living in a fire prone environment?
4. Identify specific actions being advocated in the education material that is expected to increase the preparedness of residents and structures in the WUI for wildfire.

Attachment: 20-FP-MMU-0036-SOW 4.22.21 (RES-2021-243 : Mariposa County Fuel Reduction Equipment Purchase Grant)

5. Describe the expected outcome of the education in terms of increased or changed public awareness about wildfire.

Answer only 1 set of questions from above, depending on your project; Fuel Reduction, Planning or Education. (Please type in blank space below. Please note there is no space limitations).

B. Relationship to Strategic Plans

Does the proposed project support the goals and objectives of the California Strategic Fire Plan, the local CAL FIRE Unit Fire Plan, a Community Wildfire Protection Plan (CWPP), County Fire Plan, or other long term planning document? (Please type in blank space below. Please note there is no space limitations).

Mechanical treatment of existing fuel breaks is a high priority goal of the CAL FIRE MMU Unit Fire Plan, the Mariposa County Fire and Local Hazard Mitigation Plans. The 2021 Mariposa County Community Wildfire Protection Plan lists Update Existing Fuels Treatments as Recommendation #6 in the Action Plan (Table 9).

C. Degree of Risk

1. Discuss the location of the project in relation to areas of moderate, high, or very high fire hazard severity zone as identified by the latest Fire and Resource Assessment Program maps. Fire hazard severity zone maps by county can be accessed at: http://www.fire.ca.gov/fire_prevention/fire_prevention_wildland_zones_maps.php

   Approximately half of the land area in Mariposa County is National Park or National Forest. It is mountainous, forested terrain with small communities scattered throughout. Please see attached CAL FIRE Priority Landscapes – Wildfire Risk to Communities Risk map, which shows 15 communities at High and Very High risk of wildfire.

2. Describe the geographic proximity of the project to structures at risk to damage from wildfire in the WUI.

   Equipment purchased with this grant would be used to maintain and improve existing strategic fuel breaks and treatments designed to protect communities in the WUI, and to create and maintain additional fuel breaks and treatments. A large proportion of Mariposa County's approximately 18,000 residents live in the WUI and are a high and very high risk of wildfire.

D. Community Support

1. Does the project include any matching funds from other funding sources or any in-kind contributions that are expected to extend the impact of the proposed project?

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All Mariposa County Fire Department staff time and administration expense (indirect costs) are being included as a match for this equipment purchase, which is equivalent to approximately $38,200.

2. Describe plans for external communications during the life of the project to keep the effected community informed about the goals, objectives and progress of the project. Activities such as planned press releases, project signage, community meetings, and field tours are encouraged.

   The Mariposa County Board of Supervisors formed a Fire Advisory Committee, chaired by Mariposa County Fire, with published agendas and public meetings, as well as regular updates at Board of Supervisors meetings, to keep the public informed about fire prevention efforts. This grant, if awarded, and the work facilitated by this equipment will be a part of regular communication with the Board of Supervisors and the public. Appropriate decals and acknowledgement of CAL FIRE funding will be applied to the equipment and visible to the public.

3. Describe any plans to maintain the project after the grant period has ended.

   It is the long-term goal of the Mariposa County Fire Department to continue to use this equipment once the grant period ends. Mariposa County Fire Department intends to coordinate with the Fire Safe Councils, CAL FIRE and others to use this equipment to maintain the network of fuel breaks/treatments that have been constructed and to develop new projects as they are identified and funded in the future.

4. Does the proposed project work with other organizations or agencies to address fire hazard reduction at the landscape level?

   Mariposa County Fire Department is a key partner and stakeholder in the construction of strategic fire defense systems and has a demonstrated history of being a leader in fuels reduction work in the county. We work with the Board appointed members of the Fire Advisory Committee, as well as other stakeholder groups and agencies to address fire hazard reduction at the landscape level. We will continue to engage with all stakeholder to reduce the risk and severity of wildfire, protect infrastructure and assets at risk, and defend the WUI and population centers.

E. Project Implementation

1. Discuss the anticipated timeline for the project. Make sure to take seasonal restrictions into account.

Attachment: 20-FP-MMU-0036-SOW 4.22.21 (RES-2021-243 : Mariposa County Fuel Reduction Equipment Purchase Grant)

We expect to purchase this equipment within one month of grant award and begin work immediately. The equipment will be used annually for approximately eight months (excluding four months of peak fire season due to high fire danger) as conditions allow.

2. Verify the expected timeframes to complete the project will fall under the March 15, 2024 deadline.

   We expect that the equipment will be used through March 15, 2024 and beyond the grant period of performance.

3. Describe the milestones that will be used to measure the progress of the project.

   Milestones for this project will include prioritization and identification of areas needing treatment annually, mobilization, completion of treated areas, GPS mapping of the treatments, and entry into CALMAPPER and unit GIS database.

4. Describe measurable outcomes (i.e. project deliverables) that will be used to measure the project's success.

   We will be able to track acres treated and hours of operation of this equipment annually.

5. If applicable, how will the requirements of the California Environmental Quality Act (CEQA) be met?

   This equipment will be used on existing or new projects that have CEQA clearance or exemptions on file (shovel ready projects).

F. Administration

1. Describe any previous experience the project proponent has with similar projects. Include a list of recent past projects the proponent has successfully completed if applicable. Project proponents having no previous experience with similar projects should discuss any past experiences that may help show a capacity to successfully complete the project being proposed. This may include partnering with a more experienced organization that can provide project support.

   Mariposa County Fire Department has experience in planning, implementing and completing fuels treatment and reduction projects under the State Fire Prevention Fee grant program and has partnered with CAL FIRE and the Fire Safe Council to complete grant projects in the past. We manage a fleet effectively and will include this equipment in our ongoing program of equipment use and maintenance.

Attachment: 20-FP-MMU-0036-SOW 4.22.21 (RES-2021-243 : Mariposa County Fuel Reduction Equipment Purchase Grant)

2. Identify who will be responsible for tracking project expenses and maintaining project records in a manner that allows for a full audit trail of any awarded grant funds.

   The Division Chief, Operations of the Mariposa County Fire Department will be responsible for tracking all grant project expenses, reporting requirements and record keeping for auditing purposes. That position is currently held by Chief Steve Ward.

G. Budget

A detailed project budget should be provided in an Excel spreadsheet attached to this grant application. The space provided here is to allow for a narrative description to further explain the proposed budget.

1. Explain how the grant funds, if awarded, will be spent to support the goals and objectives of the project. If equipment grant funds are requested, explain how the equipment will be utilized and maintained beyond the life of the grant.

   Reductions in eligible inmate firefighters used to staff fire crews used in fuels work has resulted in a 20% reduction in fire crews statewide. This reduction has had a direct negative impact on the ability to complete maintenance on existing fuels projects. Grant funds will be spent to acquire the equipment which can be used with attachments to mechanically re-treat previously constructed fuel breaks/treatments and construct new fuels projects as they become identified and funded. It will be included in our regular program of maintenance and servicing and used annually well beyond the grant period.

2. Are the costs for each proposed activity reasonable for the geographic area where they are to be performed? Identify any costs that are higher than usual and explain any special circumstances within the project that makes these increased costs necessary to achieve the goals and objectives of the project.

   County Fire staff researched a variety of equipment options and retailers and identified the best equipment at the best price to meet the strategic needs of the organization. Proposed costs are reasonable for the geographic area.

3. Is the total project cost appropriate for the size, scope, and anticipated benefit of the project?

   Yes. Costs are reasonable and justifiable as compared to contracting for these same services. Purchase of the equipment is much less expensive than leasing due to

Attachment: 20-FP-MMU-0036-SOW 4.22.21 (RES-2021-243 : Mariposa County Fuel Reduction Equipment Purchase Grant)

transportation costs, interest, and the high number of hours of operation the equipment is needed. Cost benefit analysis was performed on leasing vs direct purchase and no financial savings are realized in leasing the equipment. Another drawback to leasing is that the equipment is returned when the grant funds have been exhausted. Direct purchase allows for the continued operation and use to deal with increased wildfire occurrence and severity due to climate change.

4. Identify all Indirect Costs and describe why they are necessary for a successful project implementation. Administrative expenses to be paid by the Fire Prevention Grants must be less than 12% of the total grant request (excluding equipment).

   There are no indirect costs identified in this project as this request is to provide funding for equipment acquisition and consumable supplies only. The budget spreadsheet documents the direct cost of the equipment, California State sales tax and consumable supplies such as fluids and masticator teeth. There are no other costs or activities listed for funding requests in the submitted budget.

   Administrative expenses of approximately $25,000 (indirect costs) should be considered as an in-kind match, along with Mariposa County staff time of approximately $13,200 to purchase equipment and manage grant reporting.

5. Explain each object category in detail and how that would support meeting the grant objectives.

   The budget spreadsheet provides the in-kind value of County Fire grant administration in the Salaries and Wages category, the direct cost of the equipment in the Equipment Category, replacement parts and fluids in the Supplies category, and California State sales tax in the Other Category. There are no other costs or activities listed for funding requests in the submitted budget.

H. California Climate Investments

The space provided here is to allow for a narrative description to further explain how the project/activity will reduce Greenhouse Gas emissions.

1. How will the project/activity reduce Greenhouse Gas emissions?

   This project will reduce greenhouse gas emissions by reducing the threat of catastrophic wildfire and sequester carbon by removing understory brush and trees while retaining mature pine, fir, cedar and oak overstory. Retaining the shaded fuel break condition will allow the residual trees to sequester carbon at a faster rate by reducing competition for resources and providing additional growing space. Treated

Attachment: 20-FP-MMU-0036-SOW 4.22.21 (RES-2021-243 : Mariposa County Fuel Reduction Equipment Purchase Grant)

areas will result in lower fire intensity and reduced fire effects through removal of understory brush and trees, and larger dead fuels (logs) from the landscape where present.

Projected use for each piece of equipment is a minimum of four days per week for eight months, or 128 days at six hours per day. The fuel consumption rate per the Caterpillar Performance Handbook on Estimating Costs is between 2.0 and -3.2 gallons of diesel per hour. This results in between 31.2 and 38.4 gallons of diesel per day. Total Fuel Consumption for both pieces of equipment would be between 3,993 and 4,608 gallons of diesel annually.

Existing fuel breaks have an estimated fuel loading of 5-10 tons per acre of brush and tree regrowth. Where tree mortality is present, this figure can rise to an estimated 50-500 tons per acre. The equipment can treat an average of four acres in a six-hour period in existing fuel breaks with 5-10 tons per acre.

2. Is the project located in a Low-Income or Disadvantaged Community? If not, does the project benefit those communities. Please explain.

   The landscape of Mariposa County is almost 50 percent National Park and National Forest. In the inhabited area, almost 100 percent qualifies as Low-Income. Please see attached map 20-FP-MMU-0036- Map CAL FIRE Priority Landscapes – Low Income for a graphic illustration of the proportion of the County that qualifies as low-income. The only areas that don't qualify are the wilderness areas of Yosemite National Park which are uninhabited.

3. What are the expected co-benefits of the project/activity (i.e. environmental, public health and safety, and climate resiliency)?

   Removal of brush and undergrowth will improve growing conditions for residual trees, which will allow for carbon to be sequestered at a faster rate. Healthy, well maintained forests and watersheds are resilient to wildfires. Reducing the severity and duration of wildfires, and improving the safety of the roadways will also contribute greatly to the overall economy of Mariposa County. Service industries serving tourists to the area and to Yosemite are the main economic driver in the County. When wildfires prevent tourists from visiting and staying at our hotels, shopping in our stores and eating in our restaurants, the entire economy of the County suffers. This equipment will benefit the environment and ecosystem services by improving the health of the forests, as well as protecting the WUI and businesses that support our economy.

4. When are the Greenhouse Gas emissions and/or co-benefits expected to occur and how will they be maintained?

   It is anticipated that Greenhouse Gas emissions and/or co-benefits can be realized immediately and they will be maintained through implementing a rotating schedule of treatments on a cycle of three to five years in frequency.

Attachment: 20-FP-MMU-0036-SOW 4.22.21 (RES-2021-243 : Mariposa County Fuel Reduction Equipment Purchase Grant)

MARIPOSA COUNTY FIRE ADVISORY COMMITTEE
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Mariposa County Fire/CAL FIRE

Mariposa County Planning Department

Mariposa County Public Works Department

Mariposa County Sheriff, Office of Emergency Services

USDA Forest Service, Sierra and Stanislaus National Forests

US Bureau of Land Management

Yosemite National Park

Mariposa County Fire Safe Council

Mariposa County Resource Conservation District

Yosemite-Mariposa Integrated Regional Water Management

American Indian Council of Mariposa County

Southwest Interface Team (SWIFT)

CALTRANS

Sierra Telephone

Department of Forestry and Fire Protection
Grants Management Unit
P.O. Box 944246
Sacramento, CA 94244-2460

April 23, 2021

RE: SUPPORT FOR 20-FP-MMU-0036 - Mariposa County Fuel Reduction Equipment Purchase

Dear Grant Manager:

Mariposa County Fire Advisory Committee is pleased to support Mariposa County Fire Department's application to the CAL FIRE Fire Prevention grant program. Application # 20-FP-MMU-0036: Mariposa County Fuel Reduction Equipment Purchase will assist the County in reducing hazardous fuels and protecting communities from the risk of wildfire. This grant will also allow for continued maintenance to preserve the intent of these fuel reduction projects.

This grant opportunity would provide much-needed funding to allow Mariposa County Fire Department to expand its program of fuels reduction work and treat more acres every year in High and Very High Severity Fire Hazard zones. Mariposa County Fire is dedicated to providing resources for the prevention of large devastating wildfires that have a lasting effect on our community's citizens, economy, and landscape. Fuel reduction projects and the maintenance of such projects are identified as a high priority in the Mariposa County Community Wildfire Protection Plan that was revised this year and adopted by Mariposa County Board of Supervisors. Removal of regrowth, built-up fuels, ladder fuels, and dead and dying trees will result in wildfires that burn with less fireline intensities, lower flame lengths, reduced crown fire potential from increased crown spacing. These actions will increase initial attack success reducing the number of extended or major wildland fires. Reduction in extreme fire behavior also means that habitable structures located throughout the project area and adjacent to existing fuel breaks/treatments are better protected and defended by firefighters should a fire occur.

Please fund this application. It will have broad-reaching benefits in reducing the threat of catastrophic fire and protecting the residents of Mariposa County.

Sincerely,

Steven Ward, Chair
Mariposa County Fire Advisory Committee

Attachment: LOW_MCFAC (RES-2021-243 : Mariposa County Fuel Reduction Equipment Purchase Grant)

MARIPOSA COUNTY

Health and Human Services · (209) 966-2000

RESOLUTION - ACTION REQUESTED 2021-244

MEETING: May 4, 2021

TO: The Board of Supervisors

FROM: Shannon Gadd, Health and Human Services Agency Director

RE: Receive a Presentation and Adopt the 2021 Homeless Strategic Plan Update

---

RECOMMENDATION AND JUSTIFICATION:
Receive a Presentation Regarding the Final Update to the 2015 Mariposa County Strategic Plan to Address Homelessness; and Adopt the 2021 Mariposa County Strategic Plan to Address Homelessness Update.

The 2021 update to the 2015 Mariposa County Strategic Plan to Address Homelessness summarizes the steps taken during the life of the five-year strategic plan and those that the community has identified as continuing priorities. This update was informed by interviews and focus groups conducted with various community members and stakeholders. The quantitative data was collected and analyzed through the Homeless Management Information System (HMIS).

Note that, because of the COVID-19 pandemic, 2020 was an entirely anomalous year. The pandemic presented many challenges to efforts to serve those experiencing or at risk of homelessness, but it has also spurred opportunity and innovation. New funding has been made available, and new response options, including the sheltering of homeless individuals in hotels and motels, continue to be developed. Understanding the pandemic's full impact on the planning, development, and evaluation of Mariposa County's homelessness system of care, however, will require further study and analysis.

Any requests for the development of new programs or the applications for new funding under the governance of the County will be brought to the Board of Supervisors for review and approval as the Plan.

BACKGROUND
In 2015, community members and stakeholders in Mariposa County came together to address homelessness within the community by developing a unified and strategic plan. Gaps in housing and services were identified and priorities and action steps were developed with the goal of creating a community safety net to prevent homelessness and to support those already experiencing homelessness.

HISTORY OF BOARD ACTIONS:
This Board received a presentation and approved a final Homelessness Strategic Plan on June 9, 2015.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Should the Board of Supervisors choose not to adopt the update, the Mariposa County Health & Human Services Agency will continue to serve individuals who are homeless or at risk of homelessness. However, without the Board of Supervisors' official support, the County will not be as competitive for funding.

ATTACHMENTS:
Mariposa Strategic Plan 2021 Update - BoS Draft (PDF)
Mariposa Homelessness Strategic Plan Update 2017 (PDF)
PowerPoint Presentation (PDF)
Homeless Strategic Plan Fact Sheet (PDF)

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

2021 HOMELESSNESS STRATEGIC PLAN UPDATE

MARIPOSA COUNTY
CALIFORNIA

Attachment: Mariposa Strategic Plan 2021 Update - BoS Draft (RES-2021-244 : Receive a Presentation and Adopt the 2021 Homeless Strategic

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Attachment: Mariposa Strategic Plan 2021 Update - BoS Draft (RES-2021-244 : Receive a Presentation and Adopt the 2021 Homeless Strategic

2021 Homelessness Strategic Plan Update

This 2021 Homelessness Strategic Plan Update serves as the five-year progress update date to, and as envisioned by, the 2015 Strategic Plan to End Homelessness in Mariposa County.

Background

In 2015, community members and stakeholders in Mariposa County came together to address homelessness within the community by developing a unified and strategic plan. Gaps in housing and services were identified and priorities and action steps were developed with the goal of creating a community safety net to prevent homelessness and to support those already experiencing homelessness.

The 2015 strategic plan envisioned a three- to five-year process for establishing an effective, coordinated response to homelessness in Mariposa County. This 2021 Homelessness Strategic Plan Update summarizes the steps taken and those that the community has identified as continuing priorities. This update was informed by interviews and focus groups conducted with various community members and stakeholders. The quantitative data was collected and analyzed through the Homeless Management Information System (HMIS). (See Appendix A, below.)

Note that, because of the COVID-19 pandemic, 2020 was an entirely anomalous year. The pandemic presented many challenges to efforts to serve those experiencing or at risk of homelessness, but it has also spurred opportunity and innovation. New funding has been made available, some of which is discussed below, and new response options—including the sheltering of homeless individuals in hotels and motels—continue to be developed. Understanding the pandemic's full impact on the planning, development, and evaluation of Mariposa County's homelessness system of care, however, will require further study and analysis.

Who is Homeless in Mariposa?

Two principal data sources were used to analyze Mariposa's population of people experiencing homelessness.

1. The **Point-in-Time Count**, which provides a snapshot estimate of the population of people experiencing homelessness during a single 24-hour period in January 2019;
2. **HMIS data** entered by homeless service providers operating Emergency Shelter, Transitional Housing, Rapid Re-Housing, and Permanent Supportive Housing programs that provides estimates of people who received shelter or housing over the course of a two-year period (October 1, 2018, to October 1, 2020).

Point-in-Time Data

The Point-in-Time (PIT) Count provides a snapshot representation of the size and basic characteristics of the population experiencing homelessness within a single continuum of care (CoC).[1] The PIT count is completed over a 24-hour period during the last 10 days of January and is required to qualify for housing and homelessness funding from the U.S. Department of Housing and Urban Development (HUD). A complete count of sheltered and unsheltered people is required at least once every other year, and a sheltered count is required every year. As part of the Central Sierra CoC, Mariposa County Health and Human Services Agency (HHSA) conducts a full PIT count of the sheltered and unsheltered people in Mariposa County every other year.

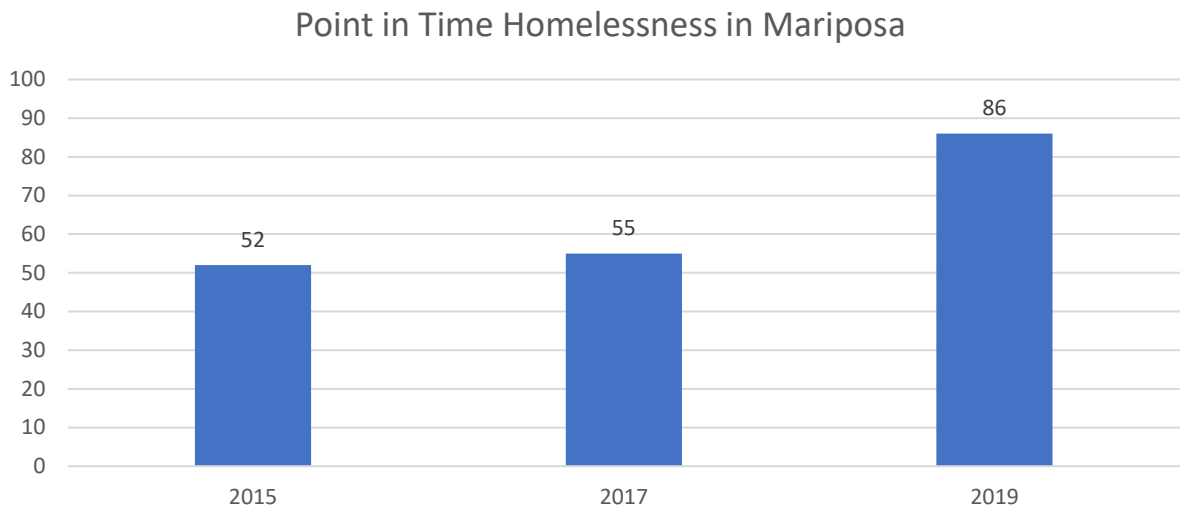
When discussing homelessness, it is important to understand the context of the PIT count. As explained by the National Alliance to End Homelessness, "[the PIT] count is designed to enumerate those living in a homelessness facility and those living on the streets. It does not generally capture people who are staying a few nights with a relative but must leave, youth who are couch-surfing temporarily, or those being put up in a garage or a barn."[2] The PIT count, in other words, is typically considered an undercount of the actual number of individuals or families who are experiencing homeless. While the PIT count does not function as a comprehensive analysis of people experiencing homelessness in a community, it can still help illuminate important trends.

In Mariposa's January 2019 PIT count, a total of 86 people were counted, up from a total of 55 people in January of 2017 and 52 in 2015. For the county, this represents an increase of 156% from the 2017 count. In comparison, the Central Sierra CoC saw an increase of 130%. PIT count results from 2015, 2017, and 2019 can be seen below.

[1] A Continuum of Care (CoC) is a HUD mandated regional or local planning body that coordinates housing and services funding for homeless families and individuals. Mariposa County is a member of the Central Sierra CoC, described below.

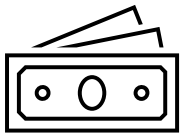
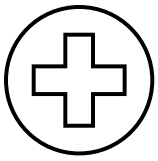
[2] https://endhomelessness.org/pit-count-counts/

Attachment: Mariposa Strategic Plan 2021 Update - BoS Draft (RES-2021-244 : Receive a Presentation and Adopt the 2021 Homeless Strategic



In conjunction to the HUD-required demographic and subpopulation information, Mariposa County included additional survey questions while conducting the PIT count that provide insight to the needs and barriers for the community. The 2019 PIT count found that 20 percent of people worked either full- or part-time in 2019, which was similar to the results from the 2015 PIT count. The 2019 PIT count also found that the number of people reporting serious health problems or concerns sharply increased from 40 percent to 80 percent between 2015 and 2019.

In 2019, the top three barriers to obtaining/maintaining housing were the same as in 2015:

Lack of Income/Employment	Lack of Affordable Housing	Health/Mental Health Issue
		

HMIS Data

In comparison to the PIT count, the actual number of individuals experiencing homelessness over the course of a year is typically much higher. Data from a community's Homeless Management Information System (HMIS) can provide insight into the population of people experiencing homelessness over a period of time. According to the Mariposa County HMIS database, at least 125 people experienced homelessness in Mariposa County at some point between October 1, 2018, and October 1, 2020.

The HMIS data revealed the following demographics and characteristics of the population:

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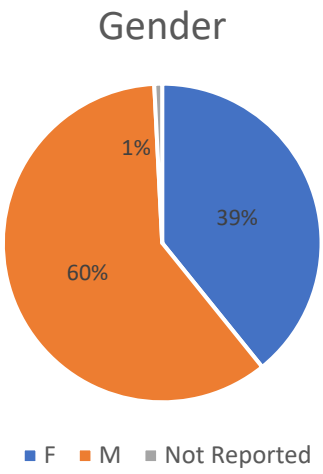
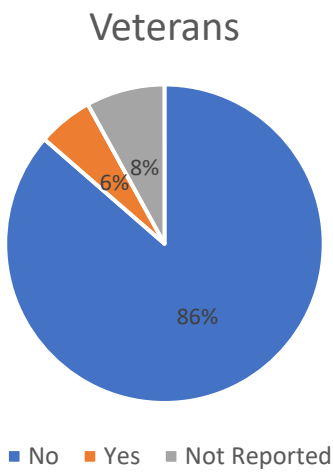
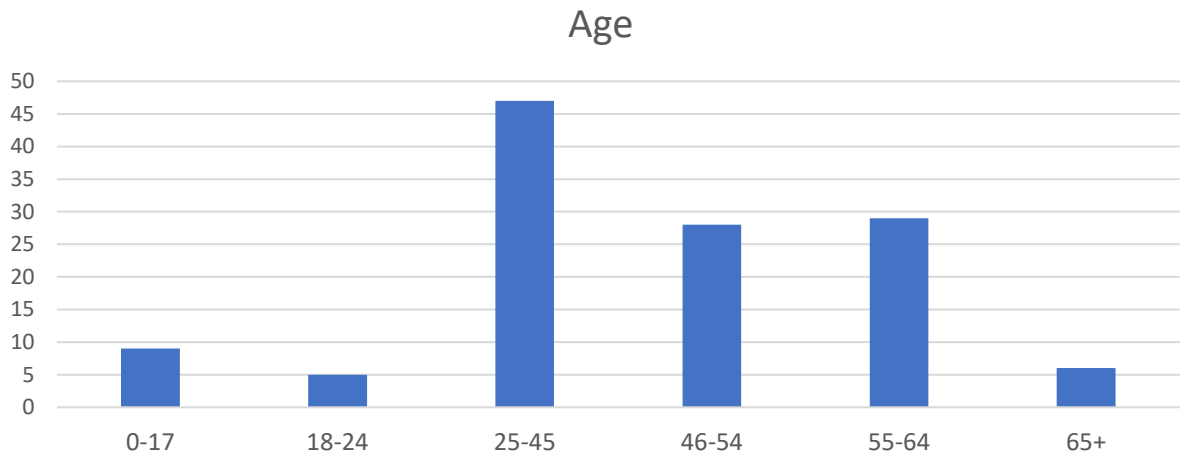




In Mariposa County, men are overrepresented in shelter and housing programs in comparison to their proportion of the general population (51 percent), accounting for 60 percent of the entries in HMIS during the 10/1/18 – 10/1/20 timeframe. Comparatively, veterans represent roughly 9 percent of the general population of the county but only 6 percent of the population accessing housing and shelter programs in HMIS.



Persons under the age of 18 comprise roughly 16 percent of the Mariposa's general population but only 7 percent of entries within HMIS accessing shelter and housing programs. Within the general population, persons over age 65 account for around 29 percent of the total population in Mariposa, significantly higher than the state average of around 11 percent. Within HMIS, persons over the age of 65 were significantly underrepresented, accounting for only 5 percent of entries for shelter and housing programs.

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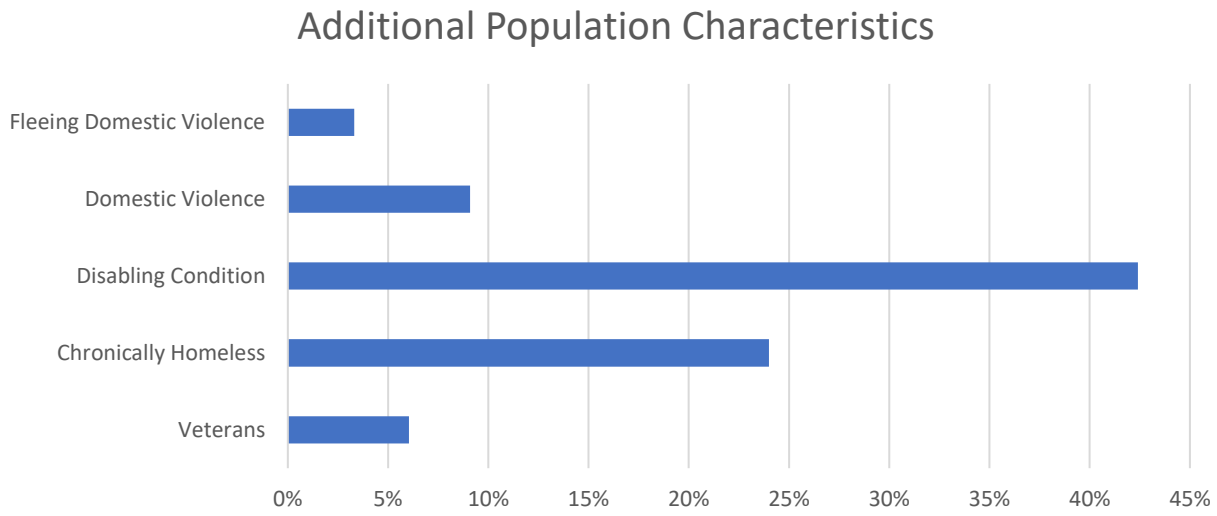

Within HMIS, program-specific data elements provide information about the characteristics of clients, the services provided, and client outcomes. Under these program-specific data elements, the following elements are defined as such in the HMIS Data Standards Manual:

- **Fleeing Domestic Violence** – The person is actively fleeing or attempting to flee the domestic violence situation or is afraid to return to their primary residence.
- **Domestic Violence Victim/Survivor** – The person has experienced any domestic violence, stalking, or other dangerous or life-threatening event that has either taken place within the individual's or family's residence.
- **Disabling Condition** – A physical, mental, or emotional impairment, including substance use, PTSD, or a brain injury that is expected to be long lasting and impede the individual's ability to live independently and access housing.
- **Chronically Homeless** – An individual or head of household with a disability who
    - lives in a place not meant for human habitation, safe haven, or emergency shelter; and
    - has been homeless and living in one of these places continuously for at least 12 months or on at least 4 separate occasions in the last 3 years, as long as the combined occasions equal at least 12 months and each break in homelessness separating the occasions included at least 7 consecutive nights of not living in one of the aforementioned places.

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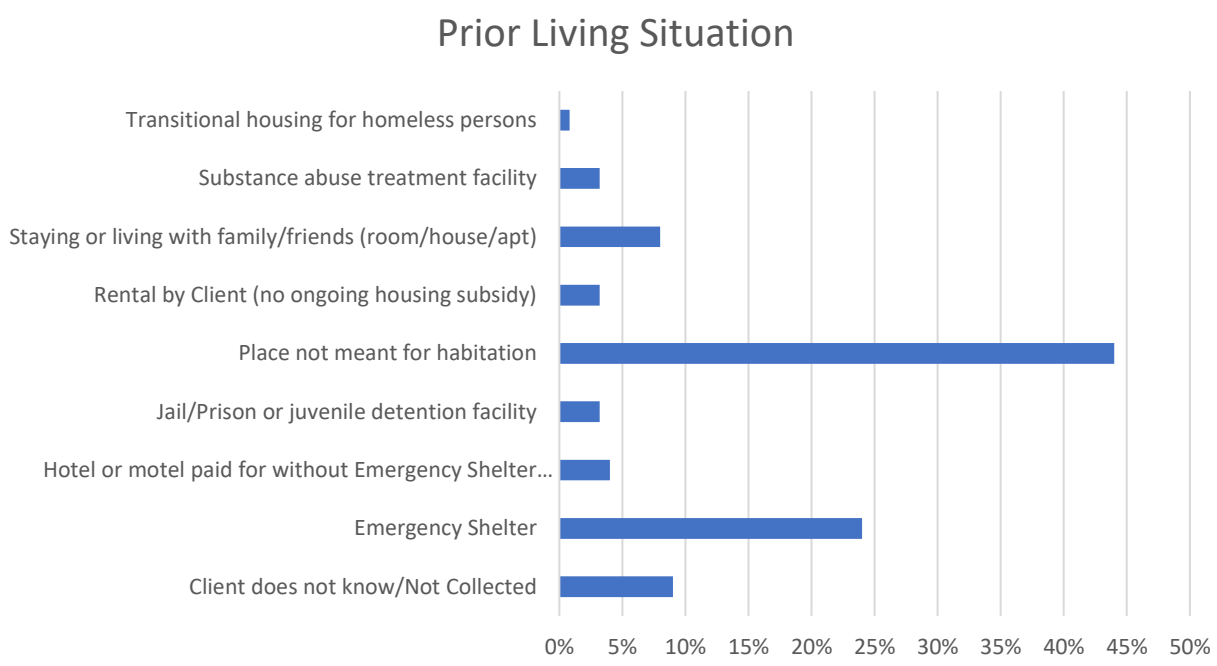

Among the 125 people who entered the homeless system of care between October 1, 2018, and October 1, 2020, 74 percent (93) reported a prior living situation fitting the HUD definition of homeless. Among these, “places not meant for habitation” and “emergency shelter” represented the majority of the individuals’ prior living situations at 44 percent and 24 percent respectively. Entries where the prior living situation was not collected or left blank also accounted for a high proportion of total overall entries, accounting for roughly 9 percent of total entries. While this combined category can have a variety of implications—ranging from clients simply not knowing their prior situation, not being asked their prior living situation, or even a data entry/data quality issue—a majority of these entries fall within the “blank” category, meaning nothing was entered in the HMIS field for Prior Living Situation.

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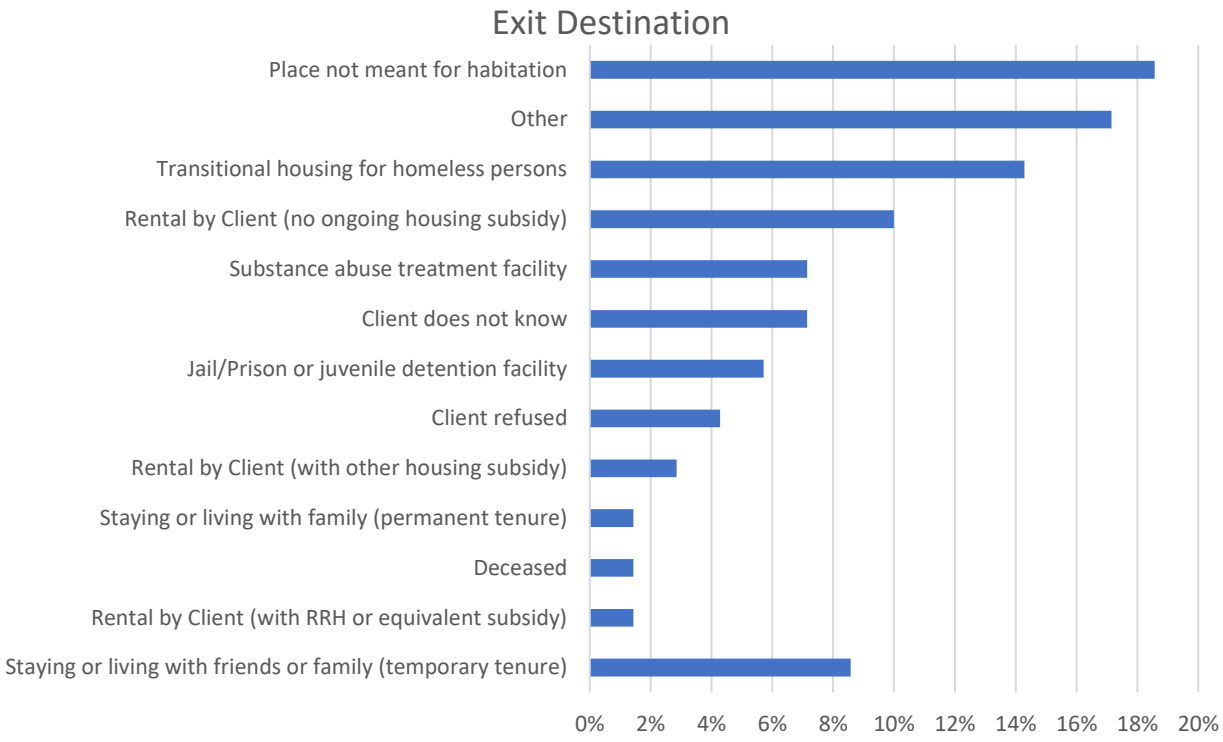

Within HMIS, the "Destination" field is used to identify where a client will stay just after exiting a project for the purposes of tracking and measuring outcomes. If a client moves into rental housing with a subsidy to help them maintain that housing, the entry should indicate the type of housing subsidy—tenant-, project-, or sponsor-based, for example. A destination like "other" should be used according to the HMIS Data Standards Manual "only as a last resort if the client's destination truly cannot be even loosely described by any of the available options."

In the HMIS data set available, it is notable that 30 percent of data points fit into a category where a response was not collected. Out of this combined category, entries where an exit interview was not completed represents roughly 14 percent, and data not collected represents roughly 16 percent.

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Housing in Mariposa

In 2018, Mariposa County completed the *Comprehensive Housing Program Implementation Study* in conjunction with the County's 2014-2019 Housing Element.[4] As part of the study, an evaluation of the county's housing conditions found that Mariposa County is facing an affordable housing shortage impacting all income levels. According to the evaluation, "Neither the lowest income renter households nor the mid-level professionals and managers who move to Mariposa County to work can easily find high quality housing at a price they can afford." The evaluation attributed the area's housing shortage to several factors including: lack of development activity, incomes growing slower than housing costs, growth in vacation rentals, lack of infrastructure, and land use regulations.

Current Housing Units[3]		
Property Type	Number	%
Single Unit	7,480	72%
1-unit attached	218	2%
2 units	264	2%
3-4 units	116	1%
5-19 units	223	2%
20+ units	167	1%
Mobile Home, Boat, RV, ETC	1,943	19%
Totals:	10,411	

In the county, the lack of affordable housing inventory is particularly exacerbated by the number and rate of conversions to vacation rentals, in part because conversions have not been offset by new construction.[5] In 2019, the county had 10,411 total housing units. Of those, roughly 27 percent are categorized as vacant, one of the higher vacancy rates found around the country. Comparatively, El Dorado County that contains South Lake Tahoe sits at 21 percent, Marin County sits at 7 percent, Orange County that contains Orlando, Florida, sits at 14 percent, and Placer County sits at 13 percent. Across the entire state, the average vacancy rate hovers at around 8 percent.[6]

According to the county's 2019-2024 Housing Element, the relationship between the relatively static housing supply and the ongoing and increasing rate of conversion is expected to continue and is categorized as "significant." In particular, very low- and low-income households feel this burden the most and, between the 2015-2019 reporting period, no permits were issued for housing at very-low or low-income levels. In accordance with state requirements, the county's Housing Element identified a need for an additional 752 units between the 2014-2019 period at various income levels. Out of those, roughly 52 percent were identified as being needed in the low- and very low-income categories. A chart of the most recently available Annual Progress Report (APR) from California's Housing and Community Development (HCD) can be viewed on the next page and shows that the county failed to reach its housing targets in any income category.

Note that the chart refers to the County's "RHNA" value. This value is set by the state and looks at population projections to determine how much housing each region will need from each income category.

[3] U.S. Census Bureau, Occupancy Status American Community Survey 5-year estimates (2015-2019).
[4] The housing Element is one of nine state-mandated elements of the General Plan and identifies housing conditions and needs, goals, objectives, and policies. The most recent version of the Housing Element can be found here.
[5] Mariposa County, *2019-2024 Housing Element*
[6] U.S. Census Bureau, Occupancy Status American Community Survey 5-year estimates (2015-2019).

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Income Level		RHNA Allocation by Income Level	2014	2015	2016	2017	2018	2019	Total Units to Date (all years)	Total Remaining RHNA by Income Level
Very Low	Deed Restricted	265								265
	Non-Deed Restricted									
Low	Deed Restricted	130								130
	Non-Deed Restricted									
Moderate	Deed Restricted	180							126	54
	Non-Deed Restricted		35	44	19	28				
Above Moderate		420	14	10	28	9	56		117	303
Total RHNA		995								
Total Units			49	54	47	37	56		243	752

Figure 1 2019 Annual Progress Report

In 2019, in collaboration with the Calaveras Mariposa Community Action Agency, First 5 Mariposa, and the Local Childcare Planning Council, and the Mariposa County Health and Human Services Agency, the first Needs Assessment and Community Survey was developed as part of a comprehensive effort to identify and assist the greatest unmet needs. In this survey, 83 percent of those responding to the county's 2019 Community Needs Assessment and Community Survey rating affordable housing as an "important" or "very important" need. The Housing Element also notes that roughly a third of county residents have housing costs above the recommended HUD levels. For homeowners, 33.5 percent are considered housing burdened and spend more than a third of their income on housing costs. Renters are increasingly considered housing burdened under HUD's definition with 38 percent of renters paying more than a third of their income on rent. Note that the typical recommendation is that no more than 30 percent of income should be spent on rent and anything more than that is considered cost burdened. In focus groups, one participant with lived experience of homelessness said, "I make $1300 a month . . . but most places start at $1000, which is expensive."

Responding to Homelessness in Our Community

Services Currently Available

The landscape of services offered to those experiencing or at risk of homelessness has changed since the adoption of the 2015 Strategic Plan to End Homelessness in Mariposa County. Below is an updated summary of agencies currently providing services to those experiencing or at risk of homelessness.

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Alliance for Community Transformations Programs

The Alliance for Community Transformations provides responsive and preventative services to individuals and families and works through partnerships and collective action to create truly safe, healthy, and socially just communities where every member thrives. Serving Mariposa and Merced Counties, Alliance comprises six programs: Mountain Crisis Services, Valley Crisis Center,[7] Ethos Youth Center, Mariposa Heritage House, CASA (Court-Appointed Special Advocates) of Mariposa, and Connections Emergency Shelter.

- **Mountain Crisis Services**: provides emergency shelter and transitional housing to victims of domestic violence and their children.
- **Mariposa Heritage House**: assists individuals with substance-use disorders to locate housing and apply for income assistance. Operates a drop-in center for homeless individuals and community members in need.
- **CASA of Mariposa County**: advocates for abused and neglected children by linking youth in the foster-care system with court-appointed special advocates and supporting them to receive ongoing services through the County Child Welfare Department. Affiliated with the national association.
- **Ethos Youth Center**: operates a drop-in center for youth (ages 13-18) and links them with necessary services.
- **Connections Emergency Shelter**: provides emergency shelter and supportive services to those experiencing a housing crisis.

Manna House: provides emergency food to those in need.

Mariposa County Health and Human Services Agency (HHSA): administers various local, state, and national social services programs (CalWorks, CalFresh, Cash Aid/General Assistance, Child Welfare Services, Adult Protective Services, Behavioral Health, and others); provides case management services and financial assistance for locating and supporting housing.

Mariposa County Unified School District: assists students and families who are experiencing homelessness or are at risk of homelessness by linking them to necessary services.

Mariposa Safe Families, Family Enrichment Center and Community Partner Program: provides mentoring, training, and support in order to move families out of poverty.

Mother Lode Job Training: links individuals with job and training opportunities.

Salvation Army: provides emergency financial assistance to individuals and families to help meet basic needs.

Stanislaus Regional Housing Authority: administers the Housing Choice Voucher program for Mariposa County residents.

[7] Valley Crisis Center is located in Merced, California, serving Merced County.

Federal, State, and Local Funding: Current Landscape

The landscape of federal, state, and local funding that supports our work has also changed dramatically since the adoption of the 2015 Strategic Plan to End Homelessness in Mariposa County. Since 2015, Mariposa County has taken important steps in diversifying support of its housing and homelessness system of care by tapping into several new sources of funding. Among these are funding streams that have been made available specifically to address the COVID-19 pandemic crisis—most notably, perhaps, are Projects Roomkey and Homekey.

Below is an updated summary of funding available for Mariposa housing and homelessness programs. Please note that not all available funding is necessarily being leveraged to address homelessness and there is more work to be done to ensure Mariposa is taking advantage of all available opportunities. Further, each of these funding sources is subject to different eligibility criteria, reporting requirements, and other guidelines (which may restrict, among other things, which populations the funds may serve).

Domestic Violence Assistance Program (DVAP): Administered through the California Emergency Management Agency, DVAP funds support services for survivors of domestic violence and their children and, in Mariposa County, support transitional housing and emergency shelter services.

CalWorks Housing Support Program (HSP): Administered through HHSA, CalWorks HSP offers financial assistance and wrap-around supportive services (i.e., rental assistance, case management, housing outreach and placement, legal services, and credit repair).

CalWorks Housing Assistance Program (HA): Administered through HHSA, CalWorks HA can provide payments for temporary shelter for up to 16 consecutive calendar days, as well as payments to secure or maintain housing (including a security deposit and last month's rent, or up to two months of rent arrearages).

California Emergency Solutions and Housing (CESH): CESH funds are used for various activities in Mariposa County, including emergency shelter, strategic-plan development, and administration.

HUD Continuum of Care (CoC) Funding: Mariposa County is a member of the Central Sierra CoC (comprising Amador, Tuolumne, and Calaveras counties as well), which receives CoC funding used in Mariposa to provide permanent supportive housing.

Community Development Block Grant – Coronavirus (CDBG-CV): Administered through the state, CDBG-CV will provide support for communities impacted by the COVID-19 pandemic, including housing-related activities.

Emergency Solutions Grant (ESG): Federal funds administered annually through the state, ESG funds are used in Mariposa County to support a rapid re-housing program.

Emergency Solutions Grant – Coronavirus (ESG-CV): Special allocations of ESG funding intended to be used to prevent, prepare for, and respond to the COVID-19 pandemic among those experiencing homelessness or receiving homeless assistance.

Homeless Emergency Aid Program (HEAP): Established to provide direct assistance to California's CoCs and large cities to address homelessness, HEAP funds are used in Mariposa to support emergency shelter operations.

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Housing and Disability Advocacy Program (HDAP): State funds providing outreach, case management, and housing support to those who are disabled and experiencing homelessness.

Homeless Housing Assistance and Prevention (HHAP): State grant established to assist individuals who are disabled and are experiencing homelessness apply for disability benefit programs while also providing housing assistance.

Home Safe Program: Provides housing-related assistance using evidence-based practices for homeless assistance and prevention, supporting the safety and housing stability of individuals involved with Adult Protective Services (APS).

Housing Choice Program: The federal government's major program for providing housing assistance to very low-income families, the elderly, and the disabled, housing choice vouchers are administered in Mariposa County by the Stanislaus Regional Housing Authority.

Mental Health Services Act (MHSA) Funding: State funding intended to increase access and services for underserved and unserved populations, MSHA funding is used in Mariposa County to support transitional housing through Mariposa County Behavioral Health and Recovery Services.

No Place Like Home (NPLH) Program: Funds dedicated to the development of permanent supportive housing for persons in need of mental health services experiencing or at risk of homelessness.

Project Homekey: State and federal emergency funds intended for the purchase of hotels for conversion to permanent housing facilities for people experiencing homelessness.

Project Roomkey: The state- and federal-funded Project Roomkey leverages Federal Emergency Management Agency (FEMA) funding to house unsheltered individuals in hotel rooms during the COVID-19 pandemic.

Supportive Services for Veteran Families (SSVF): Administered through Veterans Affairs, SSVF funds provide a range of supportive services designed to promote housing stability to very low-income veteran families residing in or transitioning to permanent housing.

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Progress Since 2017 Strategic Plan Update

This summary tracks the progress the community has made on its priorities as identified in the 2017 Mariposa Homeless Strategic Plan as well as Suggested Action Steps to be taken by the community.

Priority 1: Build a community framework to address homelessness.

Action Step	Progress Since 2017	Status
Review available funding sources.	• Comprehensive review is finished, including a completed matrix of available funding sources. • New housing team started in early 2020 and is becoming familiar with funding sources. • HHSA continues actively identifying new funding sources.	***Ongoing***
Communicate about available services.	• The Mariposa housing team has been established and meets weekly. • HHSA has created an active community Facebook page that communicates housing and homelessness information to the community. • The HHSA also hosts a referral hotline providing referrals for housing resources.	***Ongoing***
Invest in relationships with local stakeholders.	• HHSA has established a network of communication regarding available rentals and is currently working to build its landlord base. • HHSA and Alliance has deepened their working relationship. • HHSA has been building relationships with the Sheriff's department and the Mariposa Public Works department. • The Mariposa Homelessness Task Force continues to engage community stakeholders and facilitate partnerships.	***Ongoing***
Policy opportunities to increase housing inventory.	• Five new PSH units have come online. • County has secured NPLH round one funding for the Creekside Terrace apartment project, which will include 11 supportive units. • County has secured NPLH round two funding at the St. Andrews site, which will include 9 supportive units. • An additional project, Sierra Gardens, will include five units for seniors who are experiencing homelessness.	***Ongoing***

Suggested Action Steps:

1. Consider partnering with the faith community, fair grounds, leaders in the Native American community, and other community centers in disseminating information to those experiencing homelessness.

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2. Look into workforce housing options for Yosemite employees.
3. Assess and identify needs in North County area.

Priority 2. Engage street homeless population in services to address immediate needs.

Action Step	Progress Since 2017	Status
Establish Downtown Outreach team.	• While there are no full-time outreach efforts, there have been some outreach efforts spearheaded by Connections/Human Services and Sheriff/Probation. • CoC funding obtained for street outreach.	***Ongoing***
Suggested Action Steps: 1. Establish quarterly or monthly outreach efforts in collaboration with the sheriff's department.		

Priority 3: Establish temporary rental assistance projects for lower-need households.

Action Step	Progress Since 2017	Status
Identify providers to administer rental assistance and provide case management.	• HHSA has obtained funding to assist with first month's rent and deposit through the Home Safe and CESH programs. • As Mariposa County develops its system of care, it continues to identify additional providers and sources of support.	***Ongoing***
Educate providers about funding opportunities for expanding services.	• Providers are generally aware of funding opportunities.	✓
Build inventory of housing opportunities.	• HHSA and Heritage House are establishing a network of landlords. • County has secured NPLH round one funding for the Creekside Terrace apartment project, which will include 11 supportive units. • County has secured NPLH round two funding at the St. Andrews site, which will include 9 supportive units. • An additional project, Sierra Gardens, will include 5 units for seniors who are experiencing homelessness.	***Ongoing***
Suggested Action Steps: 1. Prioritize development of units that don't pose transportation barriers. 2. Expand shared housing.		

3. Continue to identify funds that can be used to build capacity/additional housing stock.
4. Continue to explore options to increase housing stock at sites already under construction (i.e, St. Andrews).

Priority 4: Develop sustainable emergency housing support system.

Action Step	Progress Since 2017	Status
Create a matrix of existing emergency housing supports and eligibility criteria.	• Under development.	***Ongoing***
Identify providers with capacity to administer proposed emergency housing model.	• Connections, an emergency shelter/navigation center operated by Alliance, provides emergency shelter services with capacity to house 40 individuals daily (20 daily during the COVID-19 pandemic). • Additionally, Project Roomkey has been leveraged to provide non-congregate emergency shelter options during the COVID-19 crisis.	✓
Establish sustainable funding stream to support emergency housing system.	• HHSA has identified ongoing funding for Connections through CoC/ESG funding, HHAP funding, as well as some social service realignment dollars.	✓

Suggested Action Steps:

1. Advertise and distribute the matrix of existing emergency housing supports and eligibility criteria.
2. Identify additional scattered site opportunities, within close proximity to downtown and services, to address increased need.
3. Continue to provide services under current emergency shelter model.

Priority 5: Develop and coordinate sustainable homeless prevention support system.

Action Step	Progress Since 2017	Status
Promote and expand landlord/tenant mediation program.	• Informal program-by-program case-management and client/landlord mediation is ongoing. • Ongoing plans to integrate landlord/tenant mediation into a formal landlord-engagement program.	***Ongoing***
Coordinate prevention support system network.	• Weekly multidisciplinary team (MDT) meetings serve as an opportunity to refer and connect clients on an informal basis.	***Ongoing***

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Identify and secure mainstream and homelessness-specific funding for providing homeless prevention assistance.	• Home Safe funding provides eviction-prevention resources for senior population. • HHSA has identified prevention funding available through CoC and CESH funds. • County has secured a public services CDBG funding allocation for homeless services at Mariposa Heritage House	✓
Suggested Action Steps: 1. Continue efforts to establish a formal landlord-engagement program. 2. Develop homelessness prevention program (continuing efforts to develop additional funding sources). 3. Increase awareness of homelessness prevention services to those that need them.		

Priority 6: Leverage Medi-Cal expansion to provide supportive services to people who are homeless.

Action Step	Progress Since 2017	Status
Build linkages between community homeless response team and local medical and behavioral health providers.	• The HHSA Triage Response and Access to Care (TRAC) team currently works with shelter (Connections and Project Roomkey) participants. • Alliance has secured grant funding to study healthcare and homelessness and to design a project to enhance partnerships.	***Ongoing***
Explore opportunities to use Medi-Cal to financially support supportive services.	• The TRAC team is currently billing Medi-Cal.	***Ongoing***
Suggested Action Steps: 1. Consider providing trainings for providers on how to bill services to Medi-Cal. 2. Identify additional opportunities for using Medi-Cal to fund services, such as using Medi-Cal transportation services to connect clients to medical appointments. 3. Work with Alliance to establish it as an official Medi-Cal provider. 4. Explore option for Housing and Homeless team to bill to Medi-Cal.		

Priority 7: Establish supportive housing for high-need households.

Action Step	Progress Since 2017	Status

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Learn about supportive housing models.	• This is an ongoing effort.	***Ongoing***
Identify potential funding streams to establish supportive housing.	• County has secured NPLH grant for 9 units at St. Andrews and 11 units at Creekside Terrace. • Identified and obtained CoC permanent supportive housing funding, currently contracted through Alliance (and currently housing 6 individuals).	***Ongoing***
Identify providers with capacity/interest in administering housing/providing supportive services to high-need household.	• This is an ongoing effort.	***Ongoing***
Educate providers, particularly those identified as administering similar programs, about funding opportunities.	• This is an ongoing effort.	***Ongoing***
Suggested Action Steps: 1. Continue efforts to establish supportive housing for high-need households. 2. Evaluate current system-of-care model and flow, and develop Move On policy.		

Priority 8: Improve employment opportunities for people who are homeless/recently housed.

Action Step	Progress Since 2017	Status
Build partnerships with business community.	• Mother Lode Job Training has joined the CoC board as a voting member.	***Ongoing***
Establish supportive employment program to provide intensive supports, including skills training, to homeless	• HHSA has partnered with Mother Lode Job Training, which provides job training, experience, and employment opportunities for those experiencing homelessness.	***Ongoing***

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persons who gain employment.		
Investigate feasibility of establishing social entrepreneurship program.	• This is an ongoing effort.	***Ongoing***
Improve transportation options for people who are homeless to access employment and education opportunities.	• HHSA piloted a fixed transportation route that included Connections, HHSA, and commercial services (e.g., the pharmacy); the service was suspended due to the COVID-19 crisis, but stakeholders (including those with lived experience) identified it as highly beneficial.	***Ongoing***

Suggested Action Steps from Community:

1. Prioritize expansion of job-training programs to increase housing sustainability.
2. Establish a social entrepreneurship program with support from the county economic development department.
3. Integrate Motherlode into Homelessness Task Force.
4. Continue efforts to improve transportation options, including reinstating (when appropriate) the HHSA fixed transportation route pilot.

Priority 9: Evaluate community progress.

Action Step	Progress Since 2017	Status
Draft three- and five-year progress updates.	• Progress update completed for 2017 and 2021.	✓

Suggested Action Steps:

1. Develop a new comprehensive strategic plan for the next five years;
2. Conduct a gaps analysis as part of the new strategic plan;
3. Continue to identify and pursue new and additional potential sources of funding; and
4. Evaluate programs for long-term outcomes and impacts.

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Feedback from Community Members and Stakeholders

Representatives of community members and stakeholders (see Appendix A) participated in focus groups and interviews designed to identify progress made in the community since 2017 and to outline community priorities and actions steps for the 2021 update. The participants in the various focus groups and interviews identified some common priorities:

- Increase transportation options;
- Develop housing opportunities, especially those convenient to transportation;
- Improve access to communication (including phone and internet) for those experiencing homelessness;

Additional priorities were also identified by some of the focus-group or interview participants:

- Evaluate and address the barriers to affordable housing posed by zoning regulations and infrastructure limitations;
- Develop stronger partnerships and coordination among service providers;
- Identify and apply for funding designated to assist Native Americans; and
- Explore partnerships with faith-based organizations with respect to housing/homelessness issues.

Feedback from Community Members with Lived Experience of Homelessness

Community members with lived experience of homelessness (see Appendix A) participated in focus groups and interviews designed to gather their perspectives and guidance. The participants in the various focus groups and interviews generally agreed that services for those experiencing homelessness in the community were generally well-known and popular. Clients found the co-located services especially convenient. One participant noted, “If you go to the human services building, it’s all there. It’s not a secret and people are really helpful, there are people who really like their jobs.” Unfortunately, the participants reported that the COVID-19 pandemic has disrupted many of these services, to the detriment of community members experiencing homelessness.

The participants also identified some of the most common barriers they face in obtaining and maintaining housing:

- The lack of affordable housing options, including those accessible to people with disabilities;
- The lack of transportation, which makes it difficult to get to necessary medical appointments, shop for affordable food and clothing, and search for jobs and housing;

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- The lack of access to internet access and phone service, which makes it difficult to look for employment, look for housing, apply for benefits, and arrange transportation to medical appointments and make other necessary errands; and
- Lower-barrier emergency and otherwise temporary housing options that include cooking facilities.

Conclusions/Recommendations

Mariposa County has taken substantial steps to support the priorities identified in its 2015 Strategic Plan. It has secured funding from multiple new sources; it has improved coordination among service providers; and it has enhanced the services available to those experiencing or at risk of homelessness.

The 2021 strategic plan update process allowed community members and stakeholders to revisit the community's highest priorities and identify the ways things have improved, and the ways they still need to improve. It also gave space and time for a community impacted by a pandemic to think about the ways people experiencing homelessness have been impacted and the new potential needs that have come as a result.

Through focus groups, stakeholder interviews, and a review of recent community and stakeholder input processes the following three themes emerged:

Increasing transportation options and access for those experiencing or at risk of homelessness

Clients and stakeholders both identified inconsistent, increasingly limited, or discontinued transportation options as a barrier to being able to access basic services, including important medical surgeries and more affordable grocery options. In one focus group, one participant noted that they had to cancel a surgery due to a lack of transportation. In another instance, a client noted that a specialist they needed to see was in Fresno, but since they had no way to get there, they have not carried through with that appointment yet. Although stakeholders and clients identified co-located services as being a strong benefit, accessing appointments or other needs outside of the county or immediate location was a significant barrier in general, particularly for those with disability and mobility issues. Lack of access to transportation can also restrict clients from accessing services available in other locations more broadly and even limit viable locations for the creation of new housing.

- Potential options to explore:
    - *Share information about current and alternative transportation options with clients through outreach, social media, flyers, partners and other methods*
    - *Support donations of resources (e.g., bicycles, automobiles) or time to improve access to transportation for clients (repairs)*

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- *Engage transportation agencies to better coordinate and increase the resources necessary to address the needs of clients and other low-income or no-income households*

Increase affordable housing options and improve access to available units

Permanent housing – and the supports needed to retain and maintain it – is the primary solution to homelessness. There is a great need for the creation of very low- and low-income units, and for the buy-in and infrastructure to support their creation and development. Available data suggests the County is making significant progress on its goal of meeting moderate-income level housing, but is falling short in other income categories, especially very low-, and low-income levels. One client noted, "I make $1,300 a month, but most places start at $1,000, which is expensive." Although construction of new affordable housing units can be very costly and take years before new units become available, non-traditional housing options and landlord engagement strategies can be used in many communities to fill in the gaps. New state and federal sources of funding are also frequently being released that should be monitored that may help towards the preservation, protection, and production of new housing.

- Potential options to explore:
  - *Monitor new state and federal funding streams, including new COVID relief funding, and explore if current existing funding opportunities around housing and homelessness are and can be coordinated and aligned*
  - *Explore the feasibility and next steps for non-traditional housing options, such accessory dwelling units (ADUs)[8], and tiny homes*
  - *Increase participating landlords through landlord engagement strategies like hosting housing fairs or uplifting successful stories*

[8] HCD's ADU handbook can be found here and provides some useful tips, definitions, and summaries: https://www.hcd.ca.gov/policy-research/docs/adu_december_2020_handbook.pdf

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- *Conduct education campaign with any housing navigators, case managers, and clients around California's Source of Income Discrimination law that prevents landlords from discriminating tenant selection based on the source of rent payment*

SB 329 - Source of Income Discrimination

On January 1, 2020, California Senate Bill 329 went into effect and now prohibits housing discrimination based on source of income. Through this bill, source of income is now defined as "lawful, verifiable income paid directly to a tenant or to a tenant's representative, or paid to a housing owner of landlord on behalf of a tenant, including federal, state, or local public assistance, and federal, state, or local housing subsidies, including, but not limited to, federal housing assistance vouchers issued under Section 8 of the United States Housing Act of 1937."

A study commissioned by HUD in 2018 found that cities with an existing source of income law protecting voucher holders had higher rates of landlord acceptance of tenants compared to cities without a source of income protection. This means that California residential landlords cannot state that they do not participate in Section 8 or other rental assistance programs under California law. This includes postings on sites such as Facebook and Craigslist.

Improving access to communication and services for those sheltering in place, especially the internet

- *With many in-person service providers and facilities closed as a result of COVID, it has been increasingly difficult for clients to reach their service providers or find housing through ways they may have previously. In focus groups, several participants mentioned that their ability to access the internet has been substantially reduced after public locations like the library have closed as a result of COVID. For some clients, this means that they are no longer able to check Craigslist postings to search for housing.*

Recommendations for next steps include:

- Conducting a comprehensive strategic planning effort and creating an implementation plan with specific action steps for the next five years;
- Conducting a gaps analysis as part of the new strategic plan, including review of current grants and funding received related to homelessness; and
- Continuing to identify and pursue new and additional potential sources of funding.

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Appendix A: Stakeholder Strategic Planning Process

Feedback Sessions with Providers

To capture qualitative feedback on overall goals/priorities, the following entities participated in focus groups or interviews to identify progress made since 2017 and to outline priorities and actions steps for the 2021 update:

1. **Mariposa Weekly Housing Case Conferencing Group:** Group of more than ten individuals closely tied to housing processes within Mariposa County.

2. **Mariposa Homelessness Task Force:** Group of more than 30 individuals representing stakeholders across the community including various departments within HHSA, with some overlap from the Weekly Housing Case Conferencing Group.

3. **Mariposa County Behavioral Health and Recovery Services Department**: Group of more than 40 individuals from across the department within HHSA.

4. **Additional Stakeholders**:
    - Mariposa Unified School District
    - Alliance for Community Transformations
    - Native Solutions Center
    - The Mariposa County Board of Supervisors
    - Local real estate and insurance agencies

Community Members with Lived Experience: Focus Groups and Interviews

Consumers with lived experience of homelessness participated in interviews and focus groups to provide additional feedback on priorities for the county. Three focus groups were conducted: one including two participants in Project Roomkey; one including two participants in transitional housing; and one including two participants in permanent supportive housing. In addition, a series of interviews of four participants in emergency shelter were also conducted.

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MARIPOSA COUNTY

Strategic Plan to Address Homelessness 2015-16 in Review

On June 9, 2015, the community adopted the Strategic Plan to Address Homelessness in Mariposa County. This Plan reflects the work of Mariposa's many community-wide partners that commit time and resources to ending homelessness and reducing its impact on our community.

The Plan has catalyzed great momentum in addressing homelessness, including the following outcomes:

- *Diverse stakeholders are working collaboratively to align resources and address challenges in responding to homelessness through a regular Steering Committee, bimonthly housing meetings, and other partnerships.*
- *Successful applications have raised over $250,000 in federal and state funding to address homelessness from programs such as CalWORKS and HUD's Continuum of Care and Emergency Solutions Grants programs.*
- *New Permanent Supportive Housing and Rapid Rehousing programs are supporting households in achieving stability and permanently exiting homelessness.*
- *Launch of the Wellness Center in 2015 and creation of a Housing Navigator position in 2016 to help homeless households work with landlords and get back on their feet.*

While much work remains to be done, together our community has made great strides in making the Plan's vision a reality, improving quality of life for all Mariposans.

FIRST THINGS FIRST: HOUSING

Priority Three:
Establish Temporary Rental Assistance Project for Lower-Need Households

Priority Seven:
Establish Supportive Housing for High-Need Households

How have we succeeded in housing local homeless people since the Strategic Plan was adopted in summer of 2015?

After the approval of the Plan, we redoubled our efforts to engage in work to house our neighbors experiencing homelessness.

39 people, in 13 households, were housed through CalWORKS Housing Support Program (HSP), which provides temporary rental assistance and support services for families in need. We applied for this funding for the first time as a result of the Plan, and it was re-approved for 2016-17!

6 people are served in Transitional Housing beds obtained by leveraging state Mental Health Services Act (MHSA) funding through the County Behavioral Health Department.

25 families moved to permanent housing from the Alliance for Community Transformations domestic violence emergency shelter safe house.

7 households found permanent housing with the assistance of the Housing Navigator working out of the Wellness Center.

2 people exited to permanent housing from the Alliance's Domestic Violence Transitional Housing program.

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What opportunities are on the horizon for increasing housing?

Housing Subsidies and Support. Implementation of the Strategic Plan has included several successful applications for new funding, as well as realignment of resources to emphasize housing as a keystone to stability. By applying for new income sources and renewing existing ones, we have been able to bring in significant funds from outside Mariposa to support this work.

$123,909 award for state CalWORKS HSP in 2015-16 and 2016-17.

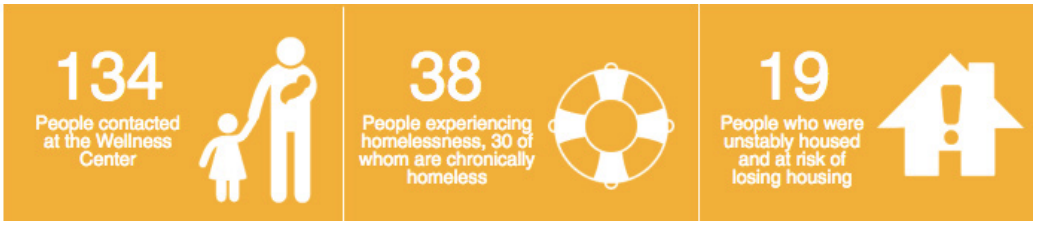
$62,240 award from the federal U.S. Department of Housing and Urban Development (HUD) Continuum of Care Program to provide permanent supportive housing to high-needs households with a disability. This funding is new to Mariposa County and the grant will be renewable each year.

$50,000 award from HUD's Emergency Solutions Grant (ESG) Program, also a new source of funding, which includes:

- **$30,000** for temporary rental assistance to help homeless households get back on their feet;
- **$15,000** for case management staff to assist these individuals in meeting their goals that will lead to housing permanency and stability;
- **$5,000** for preventing those with unstable housing situations from falling into homelessness.

$16,000 award from the federal Projects for Assistance in Transition from Homelessness (PATH) to provide outreach and supportive services to persons with serious mental illness experiencing homelessness.

In Fiscal Year 2015-16, Mariposa's activities partially funded by PATH reached the following through the Wellness Center programs:



Potential Additional Funding. In addition to the funding already established for housing/homeless efforts, Mariposa County is in the process of applying for additional federal and state funding sources to support housing navigation, supports, and financial assistance. These include: Proposition 47 funds for those involved with the criminal justice system, Whole Person Care Pilot funds for those who are high utilizers of medical and behavioral health emergency services, and Bringing Families Home for families who are involved with Child Welfare Services.

Connecting to Housing. Several strategies are underway to secure units for local households to exit homelessness in Mariposa County's tight rental market.

- A **501(c)(2) real estate holding company** founded by the Alliance may be a vehicle for expanding opportunities for building and managing low-income housing in the future.
- The **Mariposa County 2014-2019 Housing Element**, approved late 2016, includes a plan to grow our housing inventory to match the needs of our entire population, including supporting applications for state and federal funds to provide housing for persons with special needs. The County may amend the zoning ordinance to support an increase in housing opportunities.

Walter B. was the first person in Mariposa housed in a high-support housing environment, and he has since moved to a care facility. There, he remains stable and alcohol-free in his new dwelling.

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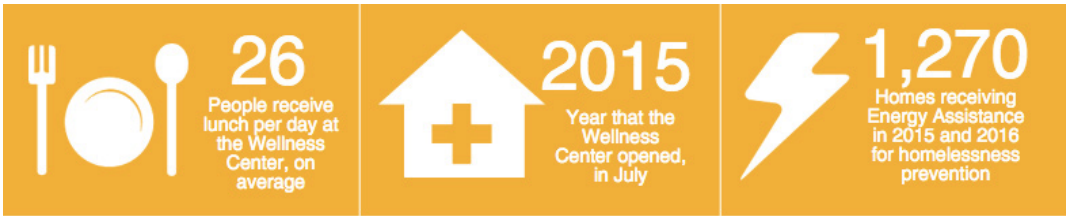
A BOOST TOWARD SELF-SUFFICIENCY: CRISIS SERVICES

Priority Two: *Engage Street Homeless Population in Services to Address Immediate Needs*	**Priority Four:** *Develop Sustainable Emergency Housing Support System*	**Priority Five:** *Develop and Coordinate Sustainable Homeless Prevention Support System*	**Priority Eight:** *Improve Employment Opportunities for People who are Homeless or Recently Housed*

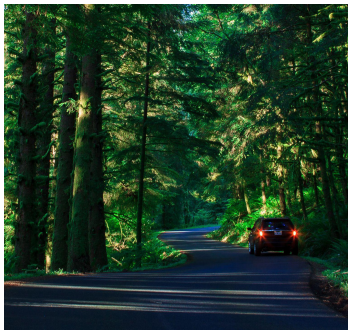
How are we engaging the street homeless population in services to support a return to housing?



Fulfilling the Strategic Plan's goal of establishing a day center in a community-appropriate location, the Alliance opened its **Wellness Center** in July 2015. Sharing a building with substance rehabilitation program Heritage House, the Wellness Center engages visitors in skill-building, empowerment, and giving back to the community.

Weekly Beautification Walks

Addressing physical fitness and providing an opportunity to contribute to the community, these walks support participants to get out in nature and work together to help keep our city streets and parks clean.



Peer Support Training

Peer Supporters, who have successfully completed the 30-hour program and receive a stipend for their work, encourage and help others by sharing their own lived experiences.

"People who volunteer through our program generally will become employed within the next few months to a year. They have a commitment and a reason to be at Heritage House. They feel a purpose, and that's a big part of their success."
- Garrett Simpson, Wellness Center Housing Navigator

Volunteer Training

Visitors who wish to volunteer at the Wellness Center take classes on interpersonal tactics, ethics, confidentiality, and more. These skills are transferrable to other job settings, and those who successfully complete the program may become contracted volunteers.

Transportation for Appointments and More

Staff drive clients to necessary appointments such as doctor visits, probation and court appointments, and substance use recovery meetings such as Alcoholics Anonymous. With this assistance, clients are able to deal with health issues, fulfil court-ordered requirements, and get their lives in order to achieve stability and become self-sustaining.

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What progress have we made in developing a sustainable Emergency Housing support system?

Planning Crisis Solutions. On April 21, 2016, a group of key stakeholders from nonprofits, government, faith groups, local law enforcement, and business, came together to create a plan for a crisis shelter and support system to reduce the impact of homelessness on our community. Action items include:

- **Reduce demand** on crisis system by supporting households to identify alternative strategies and prioritizing who enters shelters or services.
- **Target case management** to shelter clients to support households in developing a proactive plan to exit homelessness.
- **Identify a new location** for crisis shelter services to replace Open Arms.
- Support **those who are struggling most** in order to have the greatest impact on homelessness in our community.
- Use **housing navigation** and **targeted case managment** to expedite people moving out of homelessness.

"I think it's a stigma that people think the homeless are lazy or abuse drugs and alcohol. I've learned so much...It's very inspiring to see these people; they go through day by day and help each other. I see people give away their last dollar every day."

-Tad Geiger,
Program Specialist at
Heritage House/Wellness Center

Emergency/Temporary Housing Supports. Available supports to help people in a moment of crisis can expedite their return to stable housing. Mariposa's programs effectively kept many people off the streets in 2015-16.

- Between July 1, 2015 and December 31, 2016, **Mariposa County Probation Department** provided **537 nights of emergency shelter** assistance through a combination of hotels and rent, totaling **over $17,000**.
- Since it opened its doors 5 years ago, **Open Arms** has provided shelter to approximately **360 individuals**, averaging **approximately 19 people per night**. Individuals stay various lengths of time.
- Between July 1, 2015 and December 31, 2016, **Mountain Crisis Services** provided **5,111 nights of emergency shelter** assistance through their domestic violence shelter and transitional housing.
- Through the CalWORKs homeless services, **14 families have received emergency shelter** assistance through motel voucher for up to 16 nights each, and **2 families have received permanent housing assistance** to move into a new home or prevent homelessness. These services over the past 18 months totaled **$13,873**.

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Housing Navigation at the Wellness Center

How can our homeless neighbors, who may have poor rental history, lack of funds, or transportation challenges, locate housing in this tight rental market? Enter the Housing Navigator, a new position employed by the Alliance and supported by Mariposa Human Services, that connects singles and families to units. As an outcome of the April 2016 convening on Emergency Housing, the Housing Navigator contract came on line in July 2016.

Personalized Housing Plan

At an initial intake interview, the Housing Navigator learns about the household's immediate needs and creates a plan with the household, focusing on long-term housing stability.

Housing Application Assistance

In the housing hunt, the Housing Navigator supports the household to look at units and fill out housing applications.

Landlord Relationships

The Housing Navigator builds relationships with property owners in our community, spreading the word that formerly homeless individuals can be great tenants. He has been so successful in building trust with successful placements that now several local landlords call him when they have newly vacant units.

Housing Retention

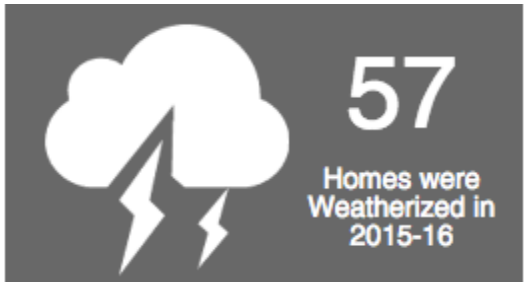
After the housing placement, the Housing Navigator provides weekly phone support to the household and keeps in touch with the landlord to make sure the match is successful.

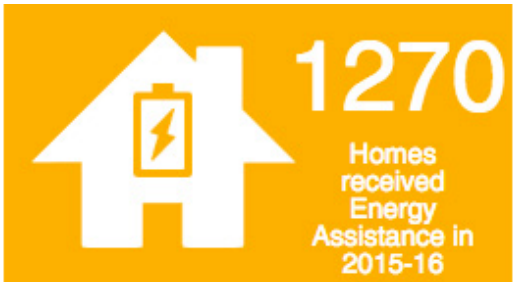
"The biggest thing about being a Housing Navigator in Mariposa County is being able to change people's perceptions about what homeless people are like. They are capable individuals who were brought up without the proper tools and resources that most people get. A lot of them are good people and they just need that extra nudge to get out of a bad situation. They need someone there for them, to be there in their hard and good times."

- Garrett Simpson, Housing Navigator at Wellness Center

Using utility assistance programs to prevent homelessness

The community is strategically using general resources such as mental health, substance abuse, health care, and other benefits to prevent households from becoming homeless. For example, the Low Income Energy Assistance Program (LIHEAP), funded through the Federal Department of Health and Human Services, provides utility and weatherization assistance to people in Mariposa who need them, including many who might otherwise lose their home.





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STRUCTURE FOR SUCCESS: BUILDING CONNECTIONS

Priority One:
Build a Community Framework to Address Homelessness

Priority Nine:
Evaluate Community Progress

What steps has Mariposa County taken to build partnerships?

Mariposa formally joined the **Central Sierra Continuum of Care (CoC)**, a group that coordinates homeless services and prevention for Amador, Tuolumne, and Calaveras Counties, and now includes Mariposa as well. As a member of the CoC, Mariposa is eligible to apply for renewable federal CoC funding for housing and homeless programs, and has so far been **awarded $124,480** over two years. By including several counties, our CoC **shares administrative burden and saves resources** while ensuring that each county is able to serve its residents.

In addition, a vast array of local partners have come together to realize the changes we want to see in our own community. Some of the stakeholders collaborating on these efforts to end homelessness are:

- Central Sierra Continuum of Care
- Mariposa County Probation Office
- Open Arms
- Alliance for Community Transformations
- Mariposa Sheriff's Department
- Mariposa County Planning Department
- Mariposa Safe Families
- Housing Authority of the County of Stanislaus
- Mariposa County Human Services

How are we communicating with the community and people in need about available resources?

- As of October 2016, the **211 phone system** is up and running, providing a central source of information about available services, with advertisements in County offices and at Heritage House.
- The **Wellness Center** serves as a clearinghouse for connection to resources where visitors find out about programs that may help them obtain housing and meet other needs.
- In the fall of 2016, Mariposa County Human Services hired a new position, the **Information and Referral Specialist**, to help navigate and link community members with services both in the Department and within the community, including those services to link individuals with housing programs and resources
- Mariposa County Human Services is finalizing a new **Marketing and Outreach Plan** to better connect with the community, providing information and resources to those who need it.

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What other investments have we made in relationships with local agencies, organizations, and the public?

- At our **bimonthly Steering Committee** meetings with representatives from Mariposa County social services offices, Open Arms, the Alliance, Sheriff's Office, Probation Office, Board of Supervisors, and others, we are increasing coordination and giving more effective referrals between agencies.
- The Alliance joined in activities for **National Homelessness and Hunger Awareness Week**. Heritage House, with a great deal of community support, hosted a sold-out fundraiser.
- A **biweekly Housing Meeting** brings together staff directly involved with homeless individuals to coordinate care and referrals related to housing. Several County agencies meet with the Alliance's Housing Navigator, connecting people who might fall through the cracks with County staff who can assist them.
- The **Ethos Voices of Youth count** ran from April to August of 2016 and examined the state of youth homelessness in our community. This vulnerable population requires unique approach, so that information may inform our future work to assist them as well as help bring in resources.

How is Mariposa County monitoring its success under the Strategic Plan?

Mariposa continues to monitor its progress in addressing homelessness. The **Point in Time Count**, conducted in January 2017, will provide data that helps us understand our community's needs, and we can use that data to apply for further funding.

In March 2017, key stakeholders gathered to update the plan, identifying challenges, opportunities, and next steps for implementation.

Programs at Work

A 22-year-old single mom had exited the foster care system with no stable place to live. Thankfully, through the Wellness Center and various community organizations the family was able to stay in a hotel for a short period so that they would not be on the street and were able to have meals with Open Arms and the Wellness Center. A network of services came together to help the family meet their needs, such as: diapers, shampoo and other basics, and child care while the mother went to fill out job applications. And now, with the help of the Housing Navigator, this family has found their first apartment in Mariposa to call home. The Navigator gathered additional information to assist her in job search, free educational classes, and earning her GED.

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STRATEGIC PLAN PRIORITY	ACTION STEP	
1: BUILD A COMMUNITY FRAMEWORK TO ADDRESS HOMELESSNESS	Formally join Central Sierra Continuum of Care	✓
	Review available funding sources	...
	Communicate about available services	...
	Invest in relationships with local stakeholders	...
	Policy opportunities to increase housing inventory	...
2: ENGAGE STREET HOMELESS POPULATION IN SERVICES TO ADDRESS IMMEDIATE NEEDS	Establish day center	✓
	Establish Downtown Outreach Team	...
3: ESTABLISH TEMPORARY RENTAL ASSISTANCE PROJECT FOR LOWER-NEED HOUSEHOLDS	Identify providers to administer rental assistance and provide case management	...
	Educate providers about funding opportunities for expanding services	...
	Build inventory of housing opportunities	...
	Apply for Emergency Solutions Grant funds	✓
4: DEVELOP SUSTAINABLE EMERGENCY HOUSING SUPPORT SYSTEM	Create a matrix of existing emergency housing supports and eligibility criteria	+
	Identify providers with capacity to administer proposed emergency housing model	...
	Establish sustainable funding stream to support emergency housing system	+
5: DEVELOP AND COORDINATE SUSTAINABLE HOMELESS PREVENTION SUPPORT SYSTEM	Promote and expand landlord/tenant mediation program	+
	Coordinate prevention support system network	+
	Identify mainstream resources that may be leveraged to provide homeless prevention assistance	+
	Secure homeless-specific prevention funding	+
6: LEVERAGE MEDI-CAL EXPANSION TO PROVIDE SUPPORTIVE SERVICES TO PEOPLE WHO ARE HOMELESS	Build linkages between community homeless response team and local medical and behavioral health providers	+
	Explore opportunities to use Medi-Cal to financially support supportive services	+
7: ESTABLISH SUPPORTIVE HOUSING FOR HIGH-NEED HOUSEHOLDS	Learn about supportive housing models	...
	Identify potential funding streams to establish supportive housing	...
	Identify providers who might be interested in administering housing or providing supportive services to high-need households	+
	Educate providers, particularly those identified as already administering similar programs, about funding opportunity	+
	Apply for supportive housing funds from CoC Program	✓
8: IMPROVE EMPLOYMENT OPPS FOR PEOPLE WHO ARE HOMELESS / RECENTLY HOUSED	Build partnerships with business community	+
	Establish supportive employment program to provide intensive supports, including skills training, to homeless persons who gain employment	+
	Investigate feasibility of establishing social entrepreneurship program	+
	Improve transportation options for people who are homeless to access employment and education opportunities	+
9: EVALUATE COMMUNITY PROGRESS	Draft 3- and 5-year progress updates	

Symbol Key: ✓ Completed ... In Progress + Action Required

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CHALLENGES AND NEXT STEPS

Challenges

Housing inventory is scarce in Mariposa's tight rental market and it is challenging to find affordable units to support households exiting homelessness.

While Mariposa needs a sustainable emergency housing support system to get people off the street and expedite a connection to housing, resources are limited.

Leadership capacity to build and implement a coordinated community response to homelessness is constrained by limited resources and competing priorities.

While the community has successfully applied for new funds for housing subsidies, the resources are inadequate to meet the needs, especially for rental assistance and crisis placements.

Next Steps

Continue fostering partnerships to develop new units under the Housing Element, engaging landlords as partners in addressing homelessness, and supporting the role of the Housing Navigator.

Implement the Emergency Solutions Action Plan developed by stakeholders on April 21, 2016.

Continue community mobilization around various initiatives, including development of new housing opportunities, to sustain the momentum.

Continue to identify and apply for opportunities to obtain more funding and leverage existing resources, build capacity in new programs to administer supportive housing programs, and monitor data to target resources most effectively.

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2021 Homelessness Strategic Plan Update

Mariposa County

Attachment: PowerPoint Presentation (RES-2021-244 : Receive a Presentation and Adopt

Background

- The 2021 Homelessness Strategic Plan Update serves as the **five-year progress update to the 2015 Strategic Plan** to End Homelessness in Mariposa County.
- For the 2021 update, quantitative data and information from interviews and focus groups were collected and analyzed to better understand homelessness in Mariposa County.
- The **2021 Plan Update summarizes the steps taken since the 2017 Plan Update** and those that the community has identified as continuing priorities.

Attachment: PowerPoint Presentation (RES-2021-244 : Receive a Presentation and Adopt

Who is Homeless In Mariposa?

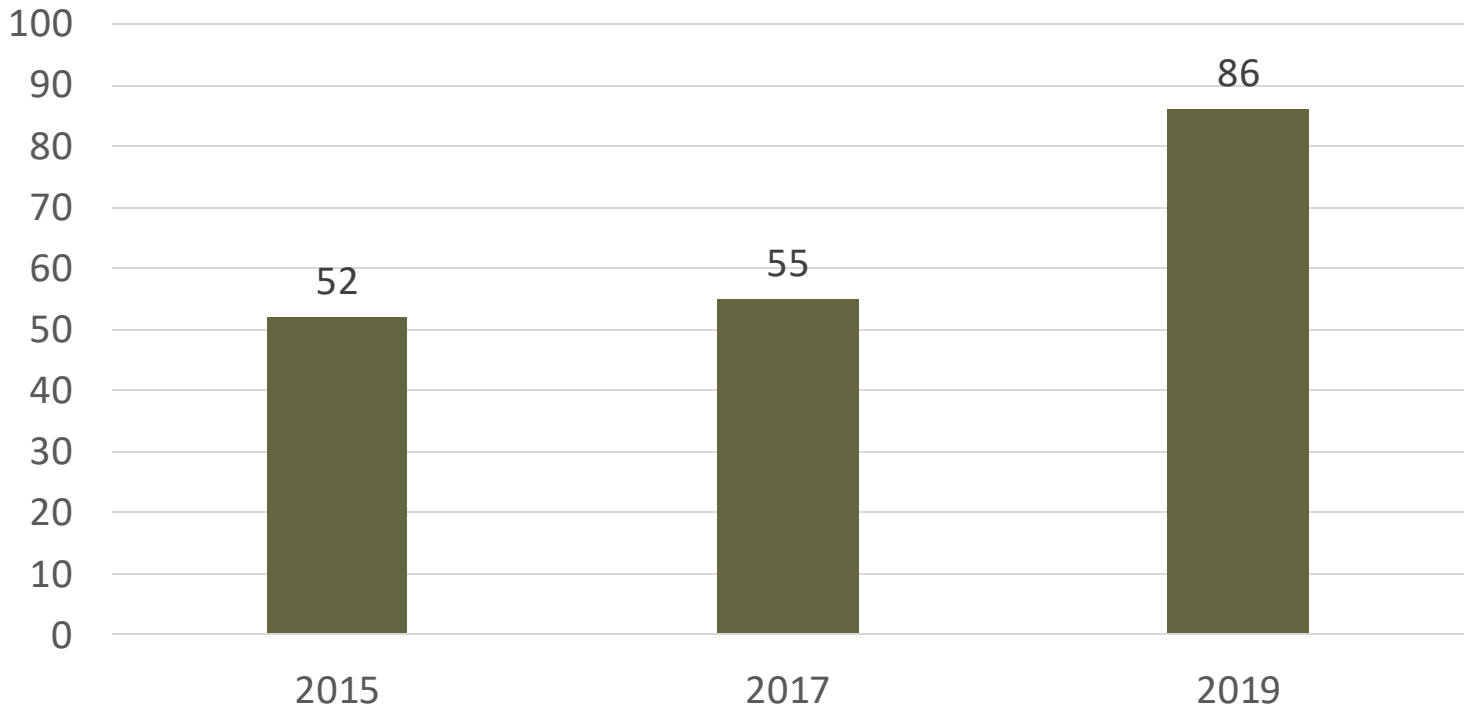
Attachment: PowerPoint Presentation (RES-2021-244 : Receive a Presentation and Adopt

Data Sources

1. The **Point-in-Time Count**, which provides a snapshot estimate of the population of people experiencing homelessness during a single 24-hour period in January 2019;
2. **HMIS data** entered by homeless service providers operating Emergency Shelter, Transitional Housing, Rapid Re-Housing, and Permanent Supportive Housing programs that provides estimates of people who received shelter or housing over the course of a two-year period (October 1, 2018, to October 1, 2020).
3. The **American Community Survey** is an ongoing survey that provides vital information on a yearly basis about our nation and its people.
4. **Mariposa Unified School District**

Attachment: PowerPoint Presentation (RES-2021-244 : Receive a Presentation and Adopt

PIT Count Comparison

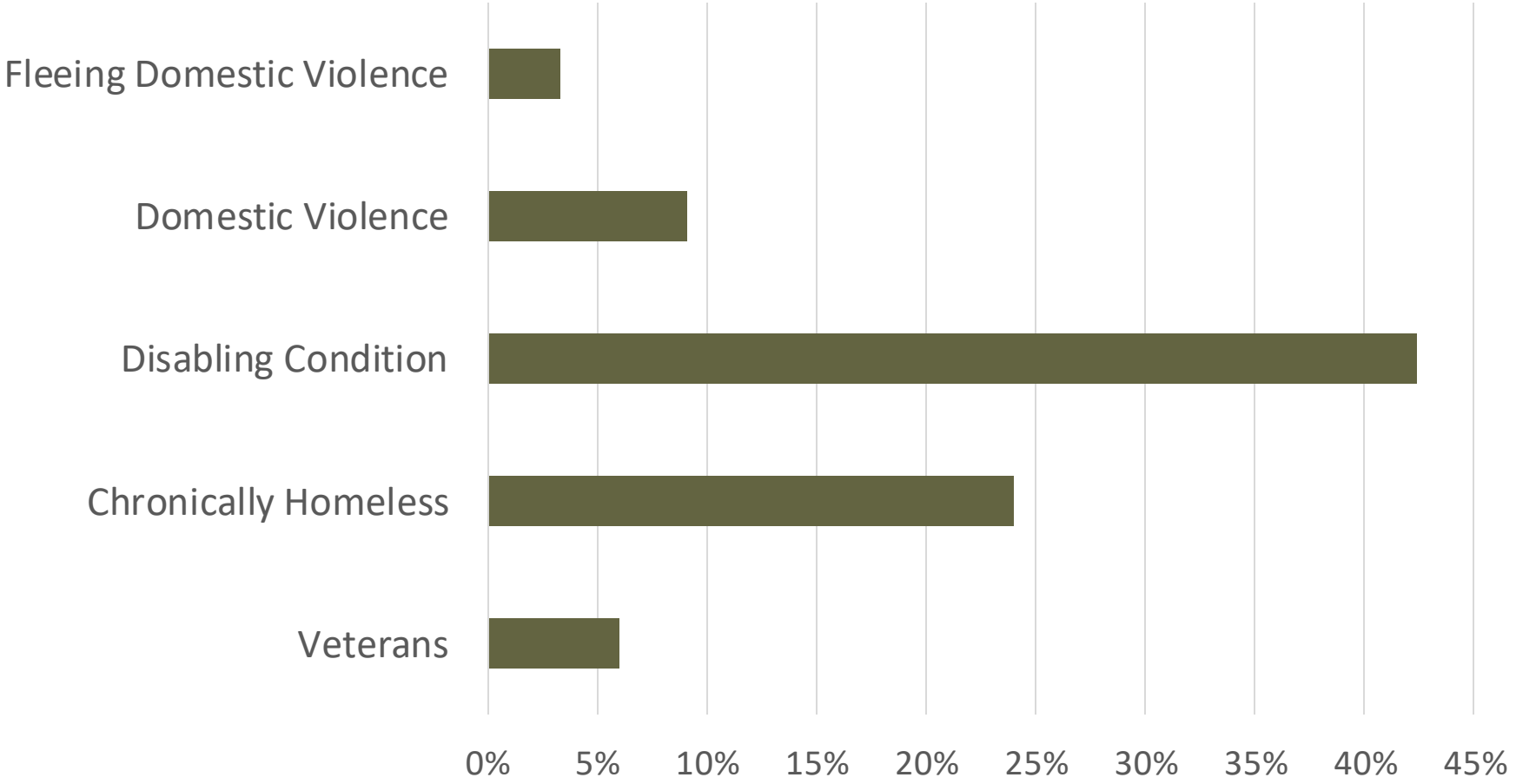


The **Point-in-Time (PIT) Count** provides a 24-hour snapshot representation of the size and basic characteristics of people experiencing homelessness in a geographic area. A full sheltered and unsheltered count is required every other year.

Note: the PIT count is usually considered an undercount. ***According to HMIS data, at least 125 people experienced homelessness*** *between October 2018 and October 2020.*

Attachment: PowerPoint Presentation (RES-2021-244 : Receive a Presentation and Adopt

Characteristics of Homelessness



Within HMIS, program-specific data elements can provide additional information about the characteristics of clients, the services provided, and client outcomes.

Attachment: PowerPoint Presentation (RES-2021-244 : Receive a Presentation and Adopt

The "Invisible" Homeless

HUD's definition of homelessness does not always capture the full scope of those experiencing homelessness or housing insecurity. The below statistics help show a more inclusive snapshot:

29%

Renters Severely Cost Burdened

Percentage of renter households severely cost burdened at >50%

5.7%

Students Experiencing Homelessness

Percentage of students (96 total) meeting the Department of Education definition of homelessness in Mariposa Unified.

19%

Households with Severe Housing Problems

Percentage of households with either incomplete kitchens, plumbing, overcrowded rooms, or cost burdened >50%.

Attachment: PowerPoint Presentation (RES-2021-244 : Receive a Presentation and Adopt

What We've Accomplished

Attachment: PowerPoint Presentation (RES-2021-244 : Receive a Presentation and Adopt

Emergency Shelter Supports

Connections

Emergency Shelter, providing 16 beds in communal living space; 24 additional beds inside two sleeping trailers. (Currently limited to 20 total due to COVID.)

Project Roomkey

Provided emergency housing to individuals at high risk of complications from COVID-19 and unable to isolate. 87 people served in one year; 17 individuals found permanent housing. Ended March 2021.

Attachment: PowerPoint Presentation (RES-2021-244 : Receive a Presentation and Adopt

Expanded Supportive Housing

- ☑ 11 supportive units at Creekside Terrace
- ☑ (planned) 9 supportive units at St. Andrews
- ☑ 5 supportive units for seniors at Sierra Gardens
- ☑ 5 CoC-funded supportive units at 12th Street and Park House

Attachment: PowerPoint Presentation (RES-2021-244 : Receive a Presentation and Adopt

New and Expanded Relationships

- ☑ Deepening working relationship with community-based organizations
- ☑ Building relationships with Sheriff's Office, Probation, Public Works, other county departments
- ☑ Focus on building network of landlords
- ☑ Partnering with Mother Lode Job Training
- ☑ Leadership in statewide associations addressing homelessness

Attachment: PowerPoint Presentation (RES-2021-244 : Receive a Presentation and Adopt

Expanded Funding Landscape

- The community has diversified support of its housing and homelessness system of care by tapping into several new sources of funding.
- These include **state funding sources**, such as:
  - Home Safe
  - California Emergency Solutions and Housing (CESH)
  - Homeless Housing, Assistance and Prevention (HHAP)
  - No Place Like Home (NPLH)
  - Project Homekey
  - California Advancing & Innovating Medi-Cal (CalAIM)
- And **federal funding sources**, such as:
  - Housing and Urban Development Continuum of Care (HUD CoC)
  - Community Development Block Grant (CDBG)
  - Emergency Solutions Grant (ESG)

State of California
BUSINESS, CONSUMER SERVICES AND HOUSING AGENCY

Attachment: PowerPoint Presentation (RES-2021-244 : Receive a Presentation and Adopt

Next Steps

- System/department mapping
  - Identify and address gaps; develop and implement strategies to align roles

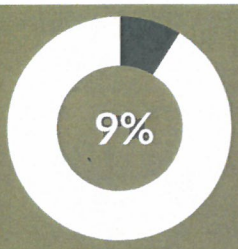
- Develop concrete implementation plan for Action Steps identified in 2021 Plan Update
  1. Research best practices;
  2. identify roles, responsibilities, funding sources;
  3. establish timeline;
  4. measure progress

Attachment: PowerPoint Presentation (RES-2021-244 : Receive a Presentation and Adopt

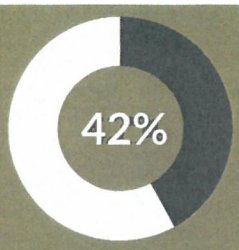
Questions?

Attachment: PowerPoint Presentation (RES-2021-244 : Receive a Presentation and Adopt

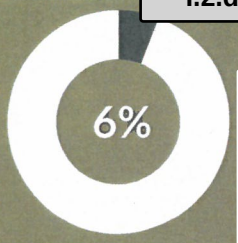
Additional Population Characteristics from HMIS



Domestic Violence Victim/Survivor



Disabling Condition



Veterans

Spotlight:
Connections Emergency Shelter

Connections is an Emergency Shelter/Navigation Center operated by the Alliance for Community Transformations with 40 beds (20 during COVID). People experiencing a housing crisis can go to Connections and get connected with appropriate supportive services provided by community partners.

Housing

27%

Units Categorized as Vacant

Percentage of housing units categorized as vacant on the American Community Survey.

2021 What we've done - the strategic plan update

Expanded Supportive Housing

- 11 supportive units at Creekside
- 9 supportive units at St. Andrews
- 5 senior units at Sierra Gardens
- 5 supportive units at 12th Street and Park House

Expanded Funding Landscape

State funding including Homesafe, CESH, HHAP, and NPLH

Federal Funding including ESG, CoC, and CDBG

Fundin Matrix

New and Expanded Relationships

- Alliance for Community Transformations
- Landlords
- Sheriff and Probation
- Public Works
- Mariposa Homelessness Task Force
- Mother Lo

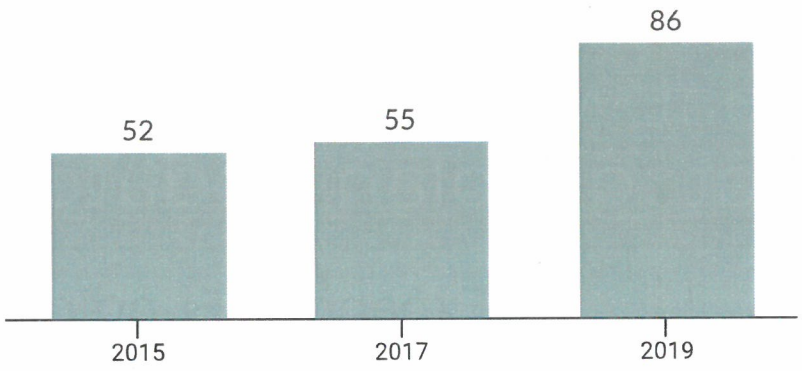
Attachment: Homeless Strategic Plan Fact Sheet (RES-2021-244 : Receive a Presentation and Adopt the 2021 Homeless Strategic Plan Update)

MARIPOSA COUNTY 2021 Homelessness Strategic Plan Update

The 2021 Homelessness Strategic Plan Update serves as the five-year progress update to the 2015 Strateg Plan to End Homelessness in Mariposa County. For the 2021 update, interviews, focus groups, and quantitative data was collected and analyzed to better understand homelessness in Mariposa County. This summary provides an overview of data collected and reviews the progress made since the 2017 update.

Who Experiences Homelessness in Mariposa?

PIT Count Comparison in Mariposa



The Point-in-Time (PIT) Count provides a 24-hour snapshot representation of the size and basic characteristics of people experiencing homelessness in a geographic area. A full sheltered and unsheltered count is required every other year.

In 2019, the top three barriers to obtaining and maintaining housing were the same as in 2015:

- Lack of Income/Employment
- Health/Mental Health Issues
- Lack of Affordable Housing

"Invisible" Homelessness

The HUD definition of homelessness does not always capture the full scope of those experiencing homelessness or housing insecurity. The following statistics offer a more inclusive snapshot.

29%
Renters Severely Cost Burdened

Percentage of renter households severely cost burdened at >50%

5.7%
Students Experiencing Homelessness

Percentage of students (96 total) meeting the Department of Education definition of homelessness in Mariposa Unified.

19%
Households with Se re Housing Probler

Percentage of household h either incomplete kitche plumbing, overcrowded rooms, or cos

Attachment: Homeless Strategic Plan Fact Sheet (RES-2021-244 : Receive a Presentation and Adopt the 2021 Homeless Strategic Plan Update)

MARIPOSA COUNTY

Administration · 966-3222

RESOLUTION - ACTION REQUESTED

MEETING: May 4, 2021

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: WITHDRAWN - Approve Contract Amendments for Indigent Defense Legal Services through December 2021

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

To allow sufficient time for a robust Request for Proposal (RFP) process and to prepare for any resulting changes in the contracts, we are requesting an extension on the contracts for an additional six months. The contracts currently expire June 30, 2021.

The County is required to provide indigent defense legal services and has chosen to do so by contract for several years.

The cost is an extension of the current cost prorated for six months.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
Resolution 2018-283: Approve Three-Year Legal Services Agreements for Indigent Defense Legal Services with Neal D. Douglass, Eugene Action, and H. Wayne Green, Respectively, in an Annual Amount of $126,720 Each; and Authorize the Board of Supervisors Chair to Sign the Agreements.

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

REF ID# 11671

Agreement_2018-283 Eugene Action (PDF)

RESULT: WITHDRAWN

Attachment: Indigent defense Contract Amendment Wayne Green (11671 : WITHDRAWN - Approve Contract Amendments for Indigent Defense

FIRST AMENDMENT TO AGREEMENT WITH WAYNE GREEN FOR LEGAL SERVICES

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

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

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

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

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

1. Paragraph 3 is hereby amended to extend the term of the Agreement to December 31, 2021.

2. Paragraph 2 is hereby amended to provide that an additional $63,360 will be added to the original amount of $126,720 per year for three years, making the total compensation paid to **Contractor** the not to exceed amount of $443,520.

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

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

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

Attachment: Indigent defense Contract Amendment Wayne Green (11671 : WITHDRAWN - Approve Contract Amendments for Indigent Defense

Attachment: Indigent defense Contract Amendment Neal Douglass (11671 : WITHDRAWN - Approve Contract Amendments for Indigent Defense

FIRST AMENDMENT TO AGREEMENT WITH NEAL DOUGLASS FOR LEGAL SERVICES

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

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

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

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

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

1. Paragraph 3 is hereby amended to extend the term of the Agreement to December 31, 2021.

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

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

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

Attachment: Indigent defense Contract Amendment Neal Douglass (11671 : WITHDRAWN - Approve Contract Amendments for Indigent Defense

FIRST AMENDMENT TO AGREEMENT WITH EUGENE ACTION FOR LEGAL SERVICES

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

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

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

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

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

1. Paragraph 3 is hereby amended to extend the term of the Agreement to December 31, 2021.

2. Paragraph 2 is hereby amended to provide that an additional $63,360 will be added to the original amount of $126,720 per year for three years, making the total compensation paid to **Contractor** the not to exceed amount of $443,520.

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

Attachment: Indigent defense Contract Amendment Eugene Action (11671 : WITHDRAWN - Approve Contract Amendments for Indigent

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

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

Attachment: Indigent defense Contract Amendment Eugene Action (11671 : WITHDRAWN - Approve Contract Amendments for Indigent

MARIPOSA COUNTY

Administration · 966-3222

RESOLUTION - ACTION REQUESTED 2018-283 w/Neal Douglas

MEETING: June 19, 2018

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Legal Services Agreement

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

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

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

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

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

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

Attachment: Agreement_2018-283 Neal Douglas (11671 : WITHDRAWN - Approve Contract Amendments for Indigent Defense Legal Services

Resolution - Action Requested 2018-283

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

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

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

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

Attachment: Agreement_2018-283 Neal Douglas (11671 : WITHDRAWN - Approve Contract Amendments for Indigent Defense Legal Services

RES. NO. 18-283

LEGAL SERVICES AGREEMENT

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

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

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

NOW, THEREFORE, IT IS HEREBY AGREED as follows:

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

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

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

Attachment: Agreement_2018-283 Neal Douglas (11671 : WITHDRAWN - Approve Contract Amendments for Indigent Defense Legal Services

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

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

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

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

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

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

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

Attachment: Agreement_2018-283 Neal Douglas (11671 : WITHDRAWN - Approve Contract Amendments for Indigent Defense Legal Services

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

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

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

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

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

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

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

Attachment: Agreement_2018-283 Neal Douglas (11671 : WITHDRAWN - Approve Contract Amendments for Indigent Defense Legal Services

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

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

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

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

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

Attachment: Agreement_2018-283 Neal Douglas (11671 : WITHDRAWN - Approve Contract Amendments for Indigent Defense Legal Services

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

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

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

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

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

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

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

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

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

Attachment: Agreement_2018-283 Neal Douglas (11671 : WITHDRAWN - Approve Contract Amendments for Indigent Defense Legal Services

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

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

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

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

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

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

Attachment: Agreement_2018-283 Neal Douglas (11671 : WITHDRAWN - Approve Contract Amendments for Indigent Defense Legal Services

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

COUNTY OF MARIPOSA:

Rosemarie Smallcombe DATE: 6/21/18

ROSEMARIE SMALLCOMBE, Chair
Board of Supervisors

APPROVED AS FORM:

Steven W. Dahlem

STEVEN W. DAHLEM
County Counsel

CONTRACTOR:

DATE: May 21, 2018

Neal Douglass
Attorney at Law

ATTEST:

René LaRoche

RENÉ LAROCHE
Clerk of the Board

Attachment: Agreement_2018-283 Neal Douglas (11671 : WITHDRAWN - Approve Contract Amendments for Indigent Defense Legal Services

EXHIBIT 'A'

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

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

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

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

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

Attachment: Agreement_2018-283 Neal Douglas (11671 : WITHDRAWN - Approve Contract Amendments for Indigent Defense Legal Services

MARIPOSA COUNTY

Administration · 966-3222

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

MEETING: June 19, 2018

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Legal Services Agreement

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

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

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

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

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

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

Attachment: Agreement_2018-283 H. Wayne Green (11671 : WITHDRAWN - Approve Contract Amendments for Indigent Defense Legal Services

Resolution - Action Requested 2018-283

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

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

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

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

Attachment: Agreement_2018-283 H. Wayne Green (11671 : WITHDRAWN - Approve Contract Amendments for Indigent Defense Legal Services

RES. NO. 18-283

LEGAL SERVICES AGREEMENT

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

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

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

NOW, THEREFORE, IT IS HEREBY AGREED as follows:

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

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

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

Attachment: Agreement_2018-283 H. Wayne Green (11671 : WITHDRAWN - Approve Contract Amendments for Indigent Defense Legal Services

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

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

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

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

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

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

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

Attachment: Agreement_2018-283 H. Wayne Green (11671 : WITHDRAWN - Approve Contract Amendments for Indigent Defense Legal Services

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

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

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

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

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

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

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

Attachment: Agreement_2018-283 H. Wayne Green (11671 : WITHDRAWN - Approve Contract Amendments for Indigent Defense Legal Services

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

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

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

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

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

Attachment: Agreement_2018-283 H. Wayne Green (11671 : WITHDRAWN - Approve Contract Amendments for Indigent Defense Legal Services

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

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

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

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

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

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

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

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

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

Attachment: Agreement_2018-283 H. Wayne Green (11671 : WITHDRAWN - Approve Contract Amendments for Indigent Defense Legal Services

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

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

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

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

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

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

Attachment: Agreement_2018-283 H. Wayne Green (11671 : WITHDRAWN - Approve Contract Amendments for Indigent Defense Legal Services

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

COUNTY OF MARIPOSA:

DATE: 6/21/18

ROSEMARIE SMALLCOMBE, Chair
Board of Supervisors

APPROVED AS FORM:

STEVEN W. DAHLEM
County Counsel

CONTRACTOR:

DATE: 6-7-18

H. Wayne Green
Attorney at Law

ATTEST:

RENÉ LAROCHE
Clerk of the Board

Attachment: Agreement_2018-283 H. Wayne Green (11671 : WITHDRAWN - Approve Contract Amendments for Indigent Defense Legal Services

EXHIBIT 'A'

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

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

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

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

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

Attachment: Agreement_2018-283 H. Wayne Green (11671 : WITHDRAWN - Approve Contract Amendments for Indigent Defense Legal Services

MARIPOSA COUNTY

Administration · 966-3222

RESOLUTION - ACTION REQUESTED 2018-283 W/Eugene Action

MEETING: June 19, 2018

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Legal Services Agreement

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

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

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

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

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

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

Attachment: Agreement_2018-283 Eugene Action (11671 : WITHDRAWN - Approve Contract Amendments for Indigent Defense Legal Services

Resolution - Action Requested 2018-283

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

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

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

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

Attachment: Agreement_2018-283 Eugene Action (11671 : WITHDRAWN - Approve Contract Amendments for Indigent Defense Legal Services

RES. NO. 18-283

LEGAL SERVICES AGREEMENT

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

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

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

NOW, THEREFORE, IT IS HEREBY AGREED as follows:

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

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

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

Attachment: Agreement_2018-283 Eugene Action (11671 : WITHDRAWN - Approve Contract Amendments for Indigent Defense Legal Services

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

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

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

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

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

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

Attachment: Agreement_2018-283 Eugene Action (11671 : WITHDRAWN - Approve Contract Amendments for Indigent Defense Legal Services

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

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

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

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

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

Attachment: Agreement_2018-283 Eugene Action (11671 : WITHDRAWN - Approve Contract Amendments for Indigent Defense Legal Services

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Attachment: Agreement_2018-283 Eugene Action (11671 : WITHDRAWN - Approve Contract Amendments for Indigent Defense Legal Services

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

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

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

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

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

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

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

Attachment: Agreement_2018-283 Eugene Action (11671 : WITHDRAWN - Approve Contract Amendments for Indigent Defense Legal Services

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

COUNTY OF MARIPOSA:

DATE: 6/21/18

ROSEMARIE SMALLCOMBE, Chair
Board of Supervisors

APPROVED AS FORM:

STEVEN W. DAHLEM
County Counsel

CONTRACTOR:

DATE: 5/21/18

Eugene Action
Attorney at Law

ATTEST:

RENÉ LAROCHE
Clerk of the Board

Attachment: Agreement_2018-283 Eugene Action (11671 : WITHDRAWN - Approve Contract Amendments for Indigent Defense Legal Services

EXHIBIT 'A'

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

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

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

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

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

Attachment: Agreement_2018-283 Eugene Action (11671 : WITHDRAWN - Approve Contract Amendments for Indigent Defense Legal Services

MARIPOSA COUNTY

Health and Human Services · (209) 966-2000

RESOLUTION - ACTION REQUESTED

MEETING: May 4, 2021

TO: The Board of Supervisors

FROM: Shannon Gadd, Health and Human Services Agency Director

RE: WITHDRAWN - First Amendment - Agreement with Scott's Cleaning Service

---

RECOMMENDATION AND JUSTIFICATION:
Approve the First Amendment to Agreement with Scott's Cleaning Service to provide emergency cleaning services to the County of Mariposa, increasing the amount by $50,000 for a new amount not to exceed $90,000; and authorize the Board of Supervisors Chair to sign the amendment.

Scott's Cleaning currently provides emergency cleaning services to various buildings operated by Health and Human Services Agency (HHSA). The cleaning shall be in accordance with HHSA-Public Health Protocol for cleaning Quarantine sites.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
Board of Supervisors has no prior history with Scott's Cleaning Services.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
If this agreement is not approved, key areas throughout the County of Mariposa will have less than optimal sanitation conditions that can cause adverse public health issues.

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

ATTACHMENTS:
First Amendment - Scotts Cleaning Agreement 2021 Wcsignature (PDF)
Scott's Cleaning Emergency Agreement 2021 - Wsignatures (PDF)

RESULT: WITHDRAWN

REF ID# 11665

FIRST AMENDMENT TO AGREEMENT FOR CLEANING SERVICES

THIS FIRST AMENDMENT TO AGREEMENT FOR CLEANING 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 Scott's Cleaning Services, hereinafter referred to as **"Contractor."**

WHEREAS, County and **Contractor** have heretofore entered into an Agreement dated June 2, 2020, wherein **Contractor** agreed to provide cleaning services; and

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

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

1. Paragraph 3, "COMPENSATION," is hereby amended to provide that an additional $40,000 will be added to the original amount of $50,000, making the total compensation paid to **Contractor** the not to exceed amount of $90,000.

Except as herein amended, the Agreement dated June 2, 2020 shall remain in full force and effect.

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

COUNTY OF MARIPOSA

_____
Marshall Long, Chair
Board of Supervisors

CONTRACTOR

Scott Vayl
(Signature)

COUNTERSIGNED:
(Government Code §25103)

_____
Rene LaRoche
Clerk of the Board

APPROVED AS TO FORM:

_____
Steven W. Dahlem
County Counsel

Attachment: First Amendment - Scotts Cleaning Agreement 2021 Wcsignature (11665 : WITHDRAWN - First Amendment - Agreement with

cc: Auditor e/1 Orig.

MEMORANDUM FOR ROUTING AGREEMENTS NOT REQUIRING BOARD APPROVAL

Please complete the following required information

To: *Tracy Gauthier, Deputy Clerk of the Board II* Dept.: Clerk of the Board Date: 5/29/2020

From: Dumile Wilson Dept.: HHSA Contact No.: 742-0971

Agreement with: Scott's Cleaning Services Term: 7/1/20 - 6/30/21
(Beginning to end - Must be 1 year or less)

For: Cleaning services
(Provide a brief description of the service provided or product purchased, i.e. "Police service dog training", "Annual Senior Health Fair", "Telephone Crisis Support")

Is this an Amendment to an Agreement? Yes ☐ No ■

NOTE: If yes, please attach a copy of all prior amendments as well as the initial agreement

** Provide a minimum of two (2) original agreements signed by ALL except County Counsel and/or CAO (One will be kept by the Clerk of the Board's office)*

** Check the type of agreement being submitted below and enter the dollar amount*

** Route to the Clerk of the Board's Office* (Not to Admin or County Counsel)

Purchasing (County Code Chapter 3.08, Ordinance no. 1124):

☐ $_____ **DEPARTMENT HEADS (Asst. Purchasing Agent) -Section 3.08.050 – *Under $10,000:***
*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.**)*

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

Other:

_____ **Res. 05-117 and 04-346 – Indemnification Agreements**

_____ **Interdepartmental Agreements**

ALL AGREEMENTS MUST BE ROUTED TO THE CLERK OF THE BOARD'S OFFICE

The agreement will be further processed / finalized and one original will be retained for our files per Government Code 25103 and 25104, the remaining originals will be returned to the submitting department.

Revised: 08-23-2019

Attachment: Scott's Cleaning Emergency Agreement 2021 - Wsignatures (11665 : WITHDRAWN - First Amendment - Agreement with Scott's

AGREEMENT FOR CLEANING SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this 2nd day of June, 2020 by and between the County of Mariposa, a political subdivision of the State of California, ("County"), and Scott's Cleaning Service, ("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, 2020 and terminate on June 30, 2021 unless extended as provided by this Agreement.

2. SERVICES

Contractor shall perform cleaning 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 $50,000. The Contractor's rates are listed in Exhibit B, "Cost Proposal." The County shall pay Contractor within thirty (30) days of receipt of an approved invoice.

4. INSURANCE

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

A. MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

(1) Commercial General Liability (CGL): Insurance Services Office (ISO)Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than $2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit 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: Scott's Cleaning Emergency Agreement 2021 - Wsignatures (11665 : WITHDRAWN - First Amendment - Agreement with Scott's

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

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

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

B. OTHER INSURANCE PROVISIONS

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

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

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

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

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

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

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

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

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

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

5. HOLD HARMLESS/INDEMNIFICATION

Contractor shall hold harmless, defend and indemnify County and its officers, employees, agents, and volunteers, from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with Contractor's performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of County.

6. INDEPENDENT CONTRACTOR

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

7. PUBLIC EMPLOYEES RETIREMENT SYSTEM (CALPERS)

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

Attachment: Scott's Cleaning Emergency Agreement 2021 - Wsignatures (11665 : WITHDRAWN - First Amendment - Agreement with Scott's

8. STATE AND FEDERAL TAXES

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

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

9. ASSIGNMENT

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

10. NOTICE

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

CONTRACTOR:
Scott's Cleaning Service
4259 Toyon Dr
Mariposa, CA 95338

COUNTY:
County of Mariposa
5362 Lemee Lane
P.O. Box 99
Mariposa, CA 95338
Fax: (209) 966-8251

11. COMPLIANCE

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

12. PUBLIC RECORDS ACT

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

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documents that it considers to be confidential under the California Public Records Act. To the extent that the County agrees with that designation, such information will be held in confidence whenever possible. All other information will be considered public.

13. ENTIRE AGREEMENT AND MODIFICATION

This Agreement contains the entire agreement of the parties relating to the subject matter of this Agreement and supersedes all prior agreements and representations with respect to the subject matter hereof. This Agreement may only be modified by a written amendment hereto, executed by both parties; however, matters concerning the scope of services which do not affect the agreed price may be modified by mutual written consent of the Contractor and the County of Mariposa Health and Human Services Agency. If there are exhibits attached hereto, and a conflict exists between the terms of this Agreement and any exhibit, the terms of this Agreement shall control.

14. ENFORCEABILITY AND SEVERABILITY

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

15. TERMINATION AND RIGHTS UPON TERMINATION

A. This Agreement may be terminated upon mutual written consent of the parties, or as a remedy available at law or in equity. In the event of the termination of this Agreement, Contractor shall immediately be paid all fees earned as of the effective date of termination.

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

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

16. NO WAIVER

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

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17. DISPUTES

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

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

18. CAPTIONS

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

19. NUMBER AND GENDER

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

20. MANDATORY AND PERMISSIVE

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

21. SUCCESSORS AND ASSIGNS

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

22. COUNTERPARTS

This Agreement may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

23. OTHER DOCUMENTS

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

24. CONTROLLING LAW

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

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25. AUTHORITY

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

26. NEGOTIATED AGREEMENT

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

27. NO RELIANCE ON REPRESENTATIONS

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

28. WARRANTY

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

29. FUNDING AVAILABILITY

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

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such reduction or modification of the County budget, or offer an Agreement amendment 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

Jay D. Kimble
County Administrative Officer

CONTRACTOR

(Signature)

APPROVED AS TO LEGAL FORM:

Steven W. Dahlem
County Counsel

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Exhibit A
SCOPE OF WORK

1. Scott's Cleaning Service will clean the emergency response facilities under the responsibility of Mariposa County Health and Human Services Agency (HHSA).
2. Scott's Cleaning Service will perform a deep cleaning of the above mentioned HHSA facilities as necessary. The cleaning shall be in accordance with HHSA-Public Health Protocol for cleaning Quarantine sites.
3. Scott's will submit itemized invoices for all work performed.
4. The total amount for this agreement is not to exceed $50,000.

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Exhibit B
COST PROPOSAL

1. Scott's Cleaning Service will clean the COVID-19 emergency response facilities under the responsibility of Mariposa County Health and Human Services Agency (HHSA) in accordance with the guidelines in Exhibit C.
2. County will supply laundry detergents and coins to operate onsite laundry machines.
3. County will supply Personal Protective Equipment as needed.
4. Rates for cleaning:

$60 per hour	Deep Cleaning non-COVID-positive rooms
$70 per hour	Deep Cleaning COVID positive rooms
$100 per hour	Steam Cleaning of Carpets
$150 fee	Minimum fee for service call
$25	Fogging of COVID positive hotel or motel room before and after deep cleaning
Price bid upon request	Fogging of house or larger areas

Attachment: Scott's Cleaning Emergency Agreement 2021 - Wsignatures (11665 : WITHDRAWN - First Amendment - Agreement with Scott's

Exhibit C
See separate attachment: "Protocol for Cleaning and Disinfecting Sites used for Quarantining Individuals"

Last revised: 7/2/18

Attachment: Scott's Cleaning Emergency Agreement 2021 - Wsignatures (11665 : WITHDRAWN - First Amendment - Agreement with Scott's

MARIPOSA COUNTY

Board of Supervisors · 209-966-3222

MEETING: May 4, 2021

TO: The Board of Supervisors

FROM: Marshall Long, District III Supervisor

RE: Performance Evaluation - Child Support Services Director

[ ] **CONFERENCE WITH LEGAL COUNSEL**:

[ ] **Existing Litigation:**
[ ] Disclosure will jeopardize existing settlement negotiations.

[ ] **Anticipated Litigation**
[ ] Significant exposure to litigation pursuant to subdivision (b) of Government Code section 54956.9.
Number of cases to be discussed:

[ ] Initiating of litigation pursuant to subdivision (c) of Government Code section 54956.9.
Number of cases to be discussed: 1

[ ] **CONFERENCE WITH COUNTY LABOR NEGOTIATOR**
Name of Employee Organization:_____
Name of County Designated Representative:_____
Title(s) of unrepresented individuals with whom negotiations are being conducted:_____

[ ] **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: Child Support Services 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

Treasurer-Tax Collector-County Clerk ·

RESOLUTION - ACTION REQUESTED 2021-245

MEETING: May 4, 2021

TO: The Board of Supervisors

FROM: Keith Williams, Treasurer/Tax Collector

RE: Aramark - Yosemite Hospitality

RECOMMENDATION AND JUSTIFICATION:

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

Mariposa County Code 3.36.070 (Transient Occupancy Tax) provides in part that each operator shall make a return to the tax collector of the total rents charged and received, and the amount of tax collected for transient occupancies.

Mariposa County Code 3.36.080 provides that any operator who fails to remit any tax imposed by this chapter within the time required (due date) shall pay a penalty of ten percent (10%) of the amount of the tax in addition to the amount of the tax. The board of supervisors shall have the authority to waive penalties imposed by Section 3.36.080 and section 3.36.090 when the board of supervisors determines in a public meeting that good cause exists for waiving the penalties.

Mariposa County Code 3.36.090 provides in part that when taxes remain unpaid on the last day of the second succeeding calendar month after delinquency, operator shall pay an additional penalty of one and one half percent (1-1/2%) per month on the amount of the original tax together with any actual costs of collection incurred by the county up to the time the delinquency is paid. This additional penalty attaches on the first day of every month thereafter until payment is made or a court judgment is entered for the amount of unpaid taxes and penalties, whichever occurs first. In the event taxes are not received by the tax collector on the due date, the tax collector shall notify the operator of the delinquency and the addition of applicable penalties in writing within thirty (30) days of the delinquency.

On December 28, 2020, the Treasurer - Tax Collector received an email from Aramark stating that "due to changes in accounting procedures and tax compliance software, apportion of Mariposa Transient Tax (TOT) and Tourism Business Improvement District Assessment (TBID) that was charged and collected from the customers did not get remitted to Mariposa County" for the period of January 1, 2017 to July 31, 2020.

According to Aramark, as of March 5, 2021, the amount of underreported and

underpaid tax together with penalties is:

TOT Tax Due	10% Penalty	1.5% Penalty	Total
$1,548,620.13	$154,862.01	$540,174.17	$2,243,565.31

The Treasurer - Tax Collector has accepted that these figures accurately reflect the amount due and the penalties associated with the underpayment.

No part of the underpayment principal or penalty has been paid to date.

Mariposa County Code 3.36.080 gives the Board authority to determine in a public meeting whether and to what extent good cause exists to waive the penalties.

Aramark has submitted a letter with its explanation of the underpayment and its request for a finding of good cause to waive the penalties. The letter is included in the agenda materials. Staff understands that representatives of Aramark will be present at the meeting.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

An issue of this type has not been brought to the Board before.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

If the Board does not find good cause to waive penalties, the Tax Collector will collect all underpayments and associated penalties then due.

ATTACHMENTS:
Aramark Request 1 (PDF)

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

MAIN OFFICE

445 S. FIGUEROA STREET
SUITE 2210
LOS ANGELES, CA 90071
213.516.5500 (O)
213.516.5502 (F)

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1640 BORO PLACE
TYSONS, VA 22102
202.953.7600

Mardiros H. Dakessian
Direct Phone: 213.516.5510
Email: marty@dakessianlaw.com

March 5, 2021

Via Certified U.S. Mail with Return Receipt & Facsimile: kwilliams@mariposacounty.org

Mariposa County Tax Collector
Attn: Mr. Keith Williams
P.O. Box 36
Mariposa, CA 95338

Re: Mariposa Transient Occupancy Tax (TOT) and Tourism Business Improvement District (TBID) Penalties & Interest Abatement Request
Taxpayer: Aramark – Yosemite Hospitality LLC
Address: 333 N. Sabre Dr.
Fresno, CA 93727
Tax Period: January 1, 2017 – July 31, 2020

Dear Mr. Williams:

On behalf of the Aramark – Yosemite Hospitality LLC ("Aramark"), we respectfully submit the following abatement request for the penalties and interest imposed under the TOT/TBID (collectively "TOT") for the period January 1, 2017 – July 31, 2020. Under Ordinance sections 3.36.080 and 3.36.090,[1] Mariposa County (the "County") imposes the following penalties for delinquent TOT: 1) 10 percent (10%) of the delinquent TOT, and 2) and additional 1.5 percent (1.5%) per month on the amount of delinquent TOT for each month the delinquent TOT remains outstanding after the last day of the second calendar month following the due date for the outstanding tax due.

Pursuant to Ordinance section 3.36.080, the penalties imposed for delinquent TOT may be waived if good cause exists. Subject to the applicable statute of limitations, Aramark concedes that the TOT attributable to certain pass-through fees imposed on hotel guests is lawfully due. However, as the discussion below will demonstrate, its failure to remit the tax due for these fees in a timely manner was for a good cause. As a result, Aramark respectfully requests that the associated penalties and interest assessed by waived.

[1] Unless otherwise indicated, all statutory references are to the Mariposa County Municipal Code in effect for the years at issue.

Attachment: Aramark Request 1 (RES-2021-245 : Aramark - Yosemite Hospitality)

Background

Aramark manages a hotel facility in Yosemite and has consistently filed and remitted Mariposa County TOT funds on a timely basis each month.[2] Once its compliance obligation began, it charged and collected the TOT based on the total guest folio charges billed. This tax base included both direct guest charges (i.e., food and beverage, cleaning, and room rental fees) and indirect guest charges (i.e., pass-through fees for hotel utilities and transportation services). However, due to a change in software used to account for and report the TOT, the indirect guest charges were inadvertently categorized separately and posted to a distinct general ledger account apart from the direct guest charges. As a result of this account bifurcation, Aramark inadvertently remitted its TOT liability based only on the direct guest charge accounts for the period covering January 1, 2017 – July 31, 2020 (the "Reporting Period").

Only after an internal audit of its general ledger did Aramark discover this accounting discrepancy. The results of the internal audit concluded the following delinquent tax amount and related penalties and interest for the Reporting Period:

TOT Tax Due	10% Penalty	1.5% Interest	Total
$1,548,620.13	$154,862.01	$540,174.17	$2,243,565.31

Once Aramark identified this issue, it promptly notified the County Tax Collector in order to resolve the matter and re-establish full compliance with their TOT obligations (**Exhibit A**). Mariposa County would not have known of these amounts but for Aramark stepping forward.

Grounds for Abatement

As noted above, due to system updates, Aramark's general ledger software mistakenly assigned the indirect guest charges to a different account category than the direct guest charges. This account coding error resulted in a monthly TOT remittance based on only the direct guest charges. Despite this omission, Aramark's TOT calculations during the Reporting Period produced remittances that averaged 93% of the total TOT due for the period in question (**Exhibit B**). Since the error was relatively small compared to Aramark's total monthly TOT remittance, it should be understandable that these charges could have been mistakenly overlooked, especially with a general ledger that contains hundreds of different accounts. This mistake is even more excusable when one considers that this was a system error that occurred at the beginning of Aramark's TOT compliance filings.

Furthermore, the basis for penalties is to deter and punish egregious behavior and the flagrant disregard of one's legal obligations.[3] Imposing the County's penalties and interest on Aramark in this instance does not serve that purpose.[4] Its lapse in compliance was not a situation where Aramark's actions were reckless or intentional. The omission of the indirect charges from the

[2] For example, in 2019 alone, Aramark collected and remitted more than $7 million in TOT on a regular and timely basis.
[3] This position is obvious from the presence of the "good cause" waiver embedded in Ordinance section 3.36.080.
[4] IRM 20.1.1.3.3.2.1 (11-21-17) – Even the Internal Revenue Service recognizes that penalties are excusable in appropriate circumstances and has implemented a penalty abatement policy for first-time offenders.

Attachment: Aramark Request 1 (RES-2021-245 : Aramark - Yosemite Hospitality)

TOT base was no more than a computer accounting error that should be excused in these circumstances. This is especially true because once that error was identified internally, Aramark took the initiative and quickly reached out to notify the County Tax Collector. Aramark has a solid history of filing its returns and remitting the TOT, which demonstrates its good faith efforts to comply with its obligations.

Finally, it is well documented that the tourism is among the industries hit hardest by COVID-19. Imposing penalties and interest during this time for what amounts to a computer error sends the wrong message at the worst possible time for Aramark. Of the $1.5 million dollars of delinquent TOT, the associated penalties and interest comprise another $700,000 – approximately one-half of the tax liability due. This result is unduly harsh in the current environment and unfairly punishes a transparent and compliant taxpayer.

For the reasons discussed above, Aramark respectfully requests that the penalties and interest associated with its filing error be waived for good cause, as permitted under Ordinance section 3.36.080. This situation is clearly one that was contemplated when the ordinance was drafted. If the Board of Supervisors grants a waiver of the penalties and interest, Aramark is prepared to remit payment for the taxes due within a few days of the waiver grant so that the matter can be closed out as quickly and efficiently as possible.

Should further deliberation on this matter be necessary, Aramark requests that its representative be provided the opportunity to present its case before the Board of Supervisors. Additionally, if the Board of Supervisors does deny Aramark's abatement request, it would like to reserve its right to adjust the TOT liability due under the appropriate statute of limitations.

* * * * *

If you have any questions or require any additional information at this time, please do not hesitate to contact me at 213-516-5510 or my colleague, Steven Rauser, at 213-516-5503.

Sincerely,

Mardiros H. Dakessian

Cc: Steve Dahlem – Mariposa County Counsel

Attachment: Aramark Request 1 (RES-2021-245 : Aramark - Yosemite Hospitality)

EXHIBIT A

Attachment: Aramark Request 1 (RES-2021-245 : Aramark - Yosemite Hospitality)

Subject: RE: Mariposa Transient Tax

Gupta, Sonika <Gupta-Sonika@aramark.com>
to Keith Williams, Lazaro, Allan

Mon, Dec 28, 2020, 2:06 PM

You are viewing an attached message. Dakessian Law, Ltd. Mail can't verify the authenticity of attached messages

Okay, sounds good.
Thanks, Keith!

Sonika

From: Keith Williams <kwilliams@mariposacounty.org>
Sent: Monday, December 28, 2020 2:04 PM
To: Gupta, Sonika <Gupta-Sonika@aramark.com>
Cc: Lazaro, Allan <Lazaro-Allan@aramark.com>
Subject: RE: Mariposa Transient Tax

CAUTION: This email was sent from an external sender. Do not click links or open attachments unless you recognize the sender and know the content is safe

It quiet this week so anytime.

Keith M. Williams
Treasurer – Tax Collector – County Clerk
Mariposa County
kwilliams@mariposacounty.org
Tax 209-966-2621
Treas. 209-966-2830
Clerk 209-966-2007

From: Gupta, Sonika <Gupta-Sonika@aramark.com>
Sent: Monday, December 28, 2020 2:01 PM
To: Keith Williams <kwilliams@mariposacounty.org>
Cc: Lazaro, Allan <Lazaro-Allan@aramark.com>
Subject: Mariposa Transient Tax

Good Afternoon Keith,

I hope & wish you are doing well during this last week of 2020.

I want to bring to your attention that during an internal audit, Aramark identified that due to changes in accounting procedures and tax compliance software, a portion of Mariposa Transient Tax (TOT) and Tourism Business Improvement District Assessment (TBID) that was charged and collected from the customers did not get remitted to the Mariposa County.
The scope of this issue is limited only to pass-through fees (Pass-through collections get booked to a separate GL account from room charges). With system updates and compliance changes, the applicable taxes to the pass-through fees was inadvertently missed from filings.

We wanted to connect & walk you through the recent findings and check with you how would you want us to remit these funds?

Attachment: Aramark Request 1 (RES-2021-245 : Aramark - Yosemite Hospitality)

I'll send a meeting invite separately for tomorrow. Please let us know your availability.

Regards,

Sonika Gupta | Aramark | Assistant Finance Manager | Yosemite Hospitality and Crater Lake Hospitality
3333 N Sabre Drive, Fresno CA 93727

P: 559.724.3217
WEB www.aramark.com | FACEBOOK aramark | TWITTER @aramark

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PLEASE PRINT RESPONSIBLY

Attachment: Aramark Request 1 (RES-2021-245 : Aramark - Yosemite Hospitality)

EXHIBIT B

Attachment: Aramark Request 1 (RES-2021-245 : Aramark - Yosemite Hospitality)

MARIPOSA COUNTY

Board of Supervisors · 209-966-3222

MEETING: May 4, 2021

TO: The Board of Supervisors

FROM: Marshall Long, District III Supervisor

RE: Sierra Forestry Consulting Presentation

RECOMMENDATION AND JUSTIFICATION:

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

BACKGROUND AND HISTORY OF BOARD ACTIONS:

On March 25, 2021, Supervisor Long met and County staff met with representatives from SFC regarding a potential new commercial sawmill project in Mariposa County. This presentation arises from that meeting.

No history on this item; however, the Board has received presentations regarding other topics in the past.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

No action is requested at this time.

ATTACHMENTS:
Sierra Forestry Consulting Request (PDF)

RESULT: PRESENTATION MADE

Sierra Forestry Consulting

40282 HWY 41 Suite 14, Oakhurst, CA 93644 | 209-617-2598 | nrb@sierraforestry.com

March 25, 2021

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

Sierra Forestry Consulting LLC would like to present our plans to open a commercial sawmill and wood by-product plant to the County of Mariposa. We are in negotiations in other counties and would like to extend this opportunity to the Mariposa community as well. It is our mission to increase the use of merchantable wood and biomass in the Sierra Nevada region.

Over the last few years, the timber market has faced hurdles from several different directions. Between the aftereffects of the bug kill devastation in California, tariffs in Canada and various effects of the pandemic, the price of lumber is currently at an all-time high. Despite the impacts of the pandemic, demand for new home construction is at a 14-year high. Financial projections on lumber and wood products are promising.

California's deregulation of sawmills and timber harvesting has created an opportunity for companies to re-establish milling and wood by-product production in our state. Our mill would focus on Ponderosa Pine and Cedar products that would be available to local and commercial vendors. This would be the first production mill to be built in our region in over 40 years.

We look forward to the opportunity to share our plans with you.

Nick Bissmeyer, CEO

CC:
Mariposa Planning Department
John Thor, Realtor

"We are the Solution."

Attachment: Sierra Forestry Consulting Request (11703 : Sierra Forestry Consulting Presentation)

Sawmills and Products

Wravor 1050 Bandsaw Mill

Woodmizer LT-40 Portable Bandsaw Mill

Ponderosa Pine – Finish Grade

Incense Cedar – Rough Cut

"We are the Solution."

Attachment: Sierra Forestry Consulting Request (11703 : Sierra Forestry Consulting Presentation)

Sierra Forestry Consulting LLC

About us

SFC provides an array of industry professional services for forestry, utilities, arboriculture, land management, GIS, logging, and construction. SFC's culture is Safety 1st and we aim for excellence in this field! Forestry is our passion and has been a part of our families for over a century. SFC is constantly implementing new technologies and ideas while refining proven incident and project management techniques. SFC operations put emphasis on safety first, then production and lean operations as we strive to save our clients time, hassle, and money.

ADDRESS
Oakhurst, CA

PHONE
(209) 617-2598

EMAIL
nrb@sierraforestry.com

WE ARE THE SOLUTION

Our Services

SFC provides high quality Professional Services with Production emphasizing safety and saving our clients time and money.

We provide Certified Arborists, RPF's highly trained Foresters and Project Managers, specializing in Forestry Management.

Sierra Forestry uses the most current, in depth training and continued education in Vegetation Management.

SFC has a proven track record in providing solutions through Incident Management with nationally qualified personnel.

Our back office staff has a proven system to effectively manage each departments' needs.

Notable Work

Aramark Inc. | Yosemite National Park

March 2019 to Present

SFC provides Project Management: SFC coordinated the vegetation work contracts and hazard tree mitigation consulting with forestry contractors on behalf of Aramark. SFC created and managed the work orders to be performed. SFC also completed tree hazard identification, mapping, work verification and implemented management practices for sensitive biological, cultural, and riparian resources. Accountability, quality, and fiscal responsibilities were included in the processes listed.

Creek Fire | Auberry Ca

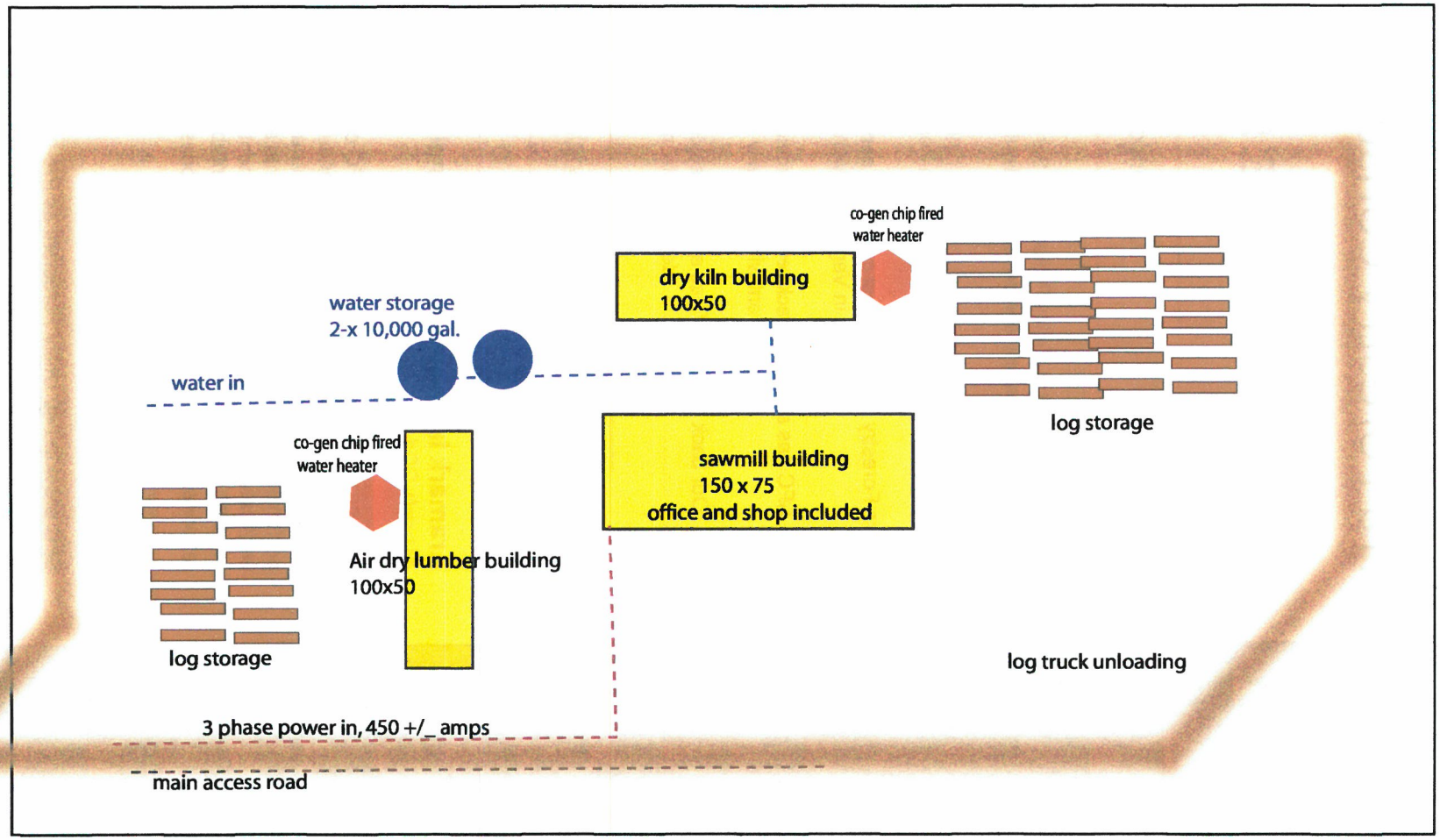
October to December 2020

SFC provided 40 Utility Foresters as Pre-Inspectors: Our team worked as a part of the response following the devastating Creek Fire. Our team worked effectively as a subcontractor under ArborWorks for the client SoCal Edison. On project SFC made safety it's top priority as well as accountability and organization so to provide a quality service to the community and all functions of the project. SFC's Pre-Inspectors excelled in solving problems as they arose to most efficiently complete work and reporting their locations and the progress of work assigned to them to SFC leadership, so to maintain the best communication possible with SoCal Edison.

Attachment: Sierra Forestry Consulting Request (11703 : Sierra Forestry Consulting Presentation)

Sawmill Layout

property, about 5-10 acres.



Attachment: Sierra Forestry Consulting Request (11703 : Sierra Forestry Consulting Presentation)

Sierra Forestry Consulting LLC

Enhanced Vegetation Management

April 2019 to August 2020

SFC provided tree assessments and consultation: working as a subcontractor directly with Mountain G Enterprises (MGE) on PG&E's Enhanced Vegetation Management project in the North Valley and Sierra Division. While on project all SFC personnel made it their mission to be a part of the solution in providing a thorough and quality service for PG&E as well as MGE and the affected property owners.

Butte County Rebuild | Paradise Ca.

2018 to 2020

SFC was part of the initial response to the Camp Fire: Providing key functions as Task Force Leaders (TFL) we worked directly with Veg Ops and GC to coordinate the placement of Tree Crew resources in the highest priorities to get power restored. Our Dispatch Operations organized and brought accountability to the vast resources throughout the incident. Our Planning Operations, created and maintained a daily Incident Action Plan (IAP), accounting for Tree Crew and Pre-Inspector location tracking, collecting, and organizing data, and tasked with finding any discrepancies within contractors' production and billing. As well our Task Force Leaders (TFL) worked marking and inspecting Trees and Vegetation for Overhead and Underground Utilities, customer Help Tickets, M&C tags, Debris Management and Wood Management as well as providing professional customer service.

Tree Crew First Foresthill Pilot

2019

SFC assisted in initiating the project: Our ISA certified Arborist and Utility Forester headed the pre-inspection and notification standard for the project while working directly alongside tree contractors. Creating an efficient and productive module for future operations. Other duties included ensuring the Collector data was accurate, scouting out work for Specialized Mechanical Equipment, ensuring all Debris and Wood Management was completed in a timely manner as well as interfacing with PG&E's customers. This pilot is now integrated into the EVM procedures for Sierra Division.

Accelerated Wildfire Risk Reduction, Central Valley Div.

October 2018 to December 2018

We provided 7 Utility Foresters as Pre-Inspectors for AWRR scope: Our team worked effectively with the SCUF and other project contractors to produce reliable and accurate Pre-Inspection data. SFC had been excelling with safe, quality work with accolades for highest production before being requested to report to the Camp Fire.

Biostewards Inc. | Mariposa and Madera County

June 2018 to Present

Public and Private Forest Management: SFC mapped property boundaries, riparian zones, WLPZ's. SFC determined and subsequently marked over-stocked, diseased, and dead trees for later removal. SFC managed the logistics of the project. We provided over-site for project budget and ensure timelines and schedules were met. Our knowledge and abilities to follow the California FPRs, EQIP, CFIP guidelines as well as interaction for the overall project with various professionals involved ensured a great project outcome.

Attachment: Sierra Forestry Consulting Request (11703 : Sierra Forestry Consulting Presentation)

MARIPOSA COUNTY

Treasurer-Tax Collector-County Clerk ·

MEETING: May 4, 2021

TO: The Board of Supervisors

FROM: Keith Williams, Treasurer/Tax Collector

RE: PARS Investment Selection

RECOMMENDATION AND JUSTIFICATION:

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

BACKGROUND AND HISTORY OF BOARD ACTIONS:

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

A presentation was made at the June 9, 2020 Board of Supervisors Meeting regarding the trends of Mariposa County's Unfunded Actuarial Liabilities (UAL) for Pension and Other Post-Employment Benefits other than pension (OPEB) and potential actions that could be made to address the growing liabilities. The Board gave direction to staff to investigate plan options for addressing the growing liabilities.

On September 20, 2020 staff returned requesting authorization to sign the initial agreements with Public Agency Retirement Services (PARS) During the Board meeting staff was instructed to return with the investment options and funding levels for the fiscal year.

In previous presentations the UAL for pensions and the OPEB for medical costs were discussed. During the discussions it was pointed out that the UAL has a sunset date based on changes made to the county retire system. In 25 years, the UAL will go away on its own. However, the OPEB is expected to grow in the coming years creating a significant liability. Therefore, it is recommended that the County direct the initial funding towards the OPEB liabilities. In exhibit A "Investment Strategy Selection and Disclosure Form" that lists both the OPEB and Pension Account selections. At this time is recommended that both accounts be opened with the same investment strategy selected for both. Exhibit A also contains information for each of the strategies that can be selected.

It is recommended by staff that the Moderately Conservative HighMark Plus be selected and direction is given to begin funding the account.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Agenda Item - No Resolution Requested

Do not give direction and continue to funding as before.

ATTACHMENTS:
05_Investment Strategy Selection Disclosure Form (PDF)

RESULT: DIRECTION GIVEN

Investment Strategy Selection and Disclosure Form
PARS Pension / OPEB Trust Program

- This document is entered into by client and U.S. Bank National Association ("U.S. Bank"), as trustee.
- Employer: County of Mariposa
- Plan/Trust Name: Public Agencies Post-Employment Benefits Trust
- To: HighMark Capital Management, Inc. and U.S. Bank:

U.S. Bank has been or is hereby appointed Investment Manager of the above-referenced Plan/Trust. Please invest the assets of the above-referenced Plan/Trust for which you have been appointed Investment Manager in the **(select one of the strategies listed below for each Plan funded by the Trust)**:

DIVERSIFIED PORTFOLIOS

☐	OPEB Account	☐	Pension Account	Primary Goal	Strategic Range
☐	Liquidity Management (US Treasury)	☐	Liquidity Management (US Treasury)	Provide current income with liquidity and stability of principal through investments in short-term U.S. Treasury obligations.	Money Market Fund
☐	Liquidity Management (Prime Obligation)	☐	Liquidity Management (Prime Obligation)	Generate current income with liquidity.	Money Market Fund
☐ ☐	Conservative HighMark PLUS Conservative Index PLUS	☐ ☐	Conservative HighMark PLUS Conservative Index PLUS	Provide a consistent level of inflation-protected income over the long-term.	Equity: 5-20% Fixed Income: 60-95% Cash: 0-20%
☐ ☐	Moderately Conservative HighMark PLUS Moderately Conservative Index PLUS	☐ ☐	Moderately Conservative HighMark PLUS Moderately Conservative Index PLUS	Provide current income with capital appreciation as a secondary objective.	Equity: 20-40% Fixed Income: 50-80% Cash: 0-20%
☐ ☐	Moderate HighMark PLUS Moderate Index PLUS	☐ ☐	Moderate HighMark PLUS Moderate Index PLUS	Provide current income and moderate capital appreciation.	Equity: 40-60% Fixed Income: 40-60% Cash: 0-20%
☐ ☐	Balanced HighMark PLUS Balanced Index PLUS	☐ ☐	Balanced HighMark PLUS Balanced Index PLUS	Provide growth of principal and income.	Equity: 50-70% Fixed Income: 30-50% Cash: 0-20%
☐ ☐	Capital Appreciation HighMark PLUS Capital Appreciation Index PLUS	☐ ☐	Capital Appreciation HighMark PLUS Capital Appreciation Index PLUS	Primary goal is growth of principal.	Equity: 65-85% Fixed Income: 10-30% Cash: 0-20%
☐	Custom	☐	Custom	Refer to Investment Guidelines Document.	

Note: HighMark PLUS portfolios are diversified portfolios of actively managed mutual funds. Index PLUS portfolios are diversified portfolios of Index-based mutual funds or exchange-traded funds.

Acknowledged and Approved

Signature of Authorized Signer	Treasurer Title of Authorized Signer
Keith Williams Print Name of Authorized Signer	Date

Attachment: 05_Investment Strategy Selection Disclosure Form (11749 : PARS Investment Selection)

HIGHMARK® CAPITAL MANAGEMENT

PARS DIVERSIFIED PORTFOLIOS
CONSERVATIVE

Q2 2020

WHY THE PARS DIVERSIFIED CONSERVATIVE PORTFOLIO?

Comprehensive Investment Solution

HighMark® Capital Management, Inc.'s (HighMark) diversified investment portfolios are designed to balance return expectations with risk tolerance. Key features include: sophisticated asset allocation and optimization techniques, four layers of diversification (asset class, style, manager, and security), access to rigorously screened, top tier money managers, flexible investment options, and experienced investment management.

Rigorous Manager Due Diligence

Our manager review committee utilizes a rigorous screening process that searches for investment managers and styles that have not only produced above-average returns within acceptable risk parameters, but have the resources and commitment to continue to deliver these results. We have set high standards for our investment managers and funds. This is a highly specialized, time consuming approach dedicated to one goal: competitive and consistent performance.

Flexible Investment Options

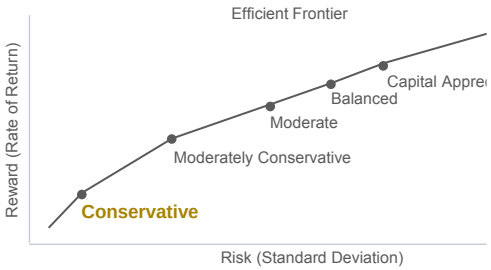
In order to meet the unique needs of our clients, we offer access to flexible implementation strategies: HighMark Plus utilizes actively managed mutual funds while Index Plus utilizes index-based securities, including exchange-traded funds. Both investment options leverage HighMark's active asset allocation approach.

Risk Management

The portfolio is constructed to control risk through four layers of diversification – asset classes (cash, fixed income, equity), investment styles (large cap, small cap, international, value, growth), managers and securities. Disciplined mutual fund selection and monitoring process helps to drive return potential while reducing portfolio risk.

INVESTMENT OBJECTIVE

To provide a consistent level of inflation-protected income over the long-term. The major portion of the assets will be fixed income related. Equity securities are utilized to provide inflation protection.



ASSET ALLOCATION — CONSERVATIVE PORTFOLIO

	Strategic Range	Policy	Tactical
Equity	5 – 20%	15%	15%
Fixed Income	60 – 95%	80%	81%
Cash	0 – 20%	5%	4%

ANNUALIZED TOTAL RETURNS

(Gross of Investment Management Fees, but Net o Embedded Fund Fees)

HighMark Plus Composite (Active)		Index Plus Composite (Passive)	
Current Quarter*	7.21%	Current Quarter*	5.6
Blended Benchmark,***	*4.99%*	*Blended Benchmark*,***	*4.9*
Year To Date*	2.61%	Year To Date*	3.7
Blended Benchmark,***	*2.98%*	*Blended Benchmark*,***	*2.9*
1 Year	5.78%	1 Year	7.0
*Blended Benchmark***	*6.19%*	*Blended Benchmark***	*6.1*
3 Year	4.93%	3 Year	5.0
*Blended Benchmark***	*4.87%*	*Blended Benchmark***	*4.8*
5 Year	4.41%	5 Year	4.3
*Blended Benchmark***	*4.22%*	*Blended Benchmark***	*4.2*
10 Year	4.75%	10 Year	4.4
*Blended Benchmark***	*4.26%*	*Blended Benchmark***	*4.2*

* Returns less than one year are not annualized. **Breakdown for Blended Benchmark: From 10/1/2012 - Present: 7.5% S&P5(1.5% Russell Mid Cap, 2.5% Russell 2000, 1% MSCI EM (net), 2% MSCI EAFE (net), 52.25% BBG Barclays US Agg, 25.75% BofA 1-3 Yr US Corp/Gov't, 2% ICE BofA US High Yield Master II, 0.5% Wilshire REIT, and 5% FTSE 1 Mth T-Bill. From 4/1/ 9/30/2012, the blended benchmark was 12% S&P 500; 1% Russell 2000, 2% MSCI EAFE (net), 40% ICE BofA 1-3 Year Corp./Govt, 40% BBG Barclays US Agg, 5% FTSE 1 Mth T-Bill. Prior to April 2007: the blended benchmark was 15% S&P 5(40% ICE BofA 1-3Yr Corp/Gov, 40% BBG Barclays US Agg, and 5% FTSE 1 Mth T-Bill.

ANNUAL RETURNS

(Gross of Investment Management Fees, but Net of Embedded Fund Fees)

HighMark Plus Composite (Active)		Index Plus Composite (Passive)	
2008	-9.04%	2008	-6.7(
2009	15.59%	2009	10.4
2010	8.68%	2010	7.6
2011	2.19%	2011	3.7(
2012	8.45%	2012	6.2
2013	3.69%	2013	3.4(
2014	3.88%	2014	4.3
2015	0.29%	2015	0.0(
2016	4.18%	2016	3.7
2017	6.73%	2017	5.5
2018	-1.35%	2018	-1.0
2019	11.05%	2019	10.3

PORTFOLIO FACTS

HighMark Plus (Active)		Index Plus (Passive)	
Composite Inception Date	07/2004	Composite Inception Date	07/2004
No of Holdings in Portfolio	19	No of Holdings in P	

Attachment: 05_Investment Strategy Selection Disclosure Form (11749 : PARS Investment Selection)

HOLDINGS

HighMark Plus (Active)

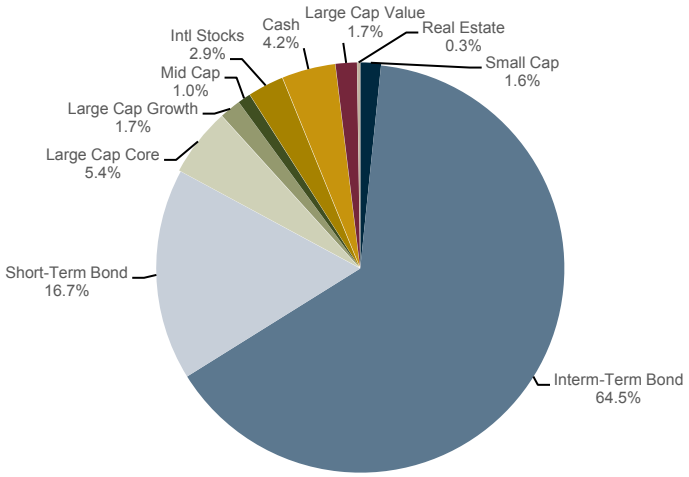
Columbia Contrarian Core I3
Vanguard Growth & Income Adm
Dodge & Cox Stock Fund
iShares S&P 500 Value ETF
Harbor Capital Appreciation - Retirement
T. Rowe Price Growth Stock - I
iShares Russell Mid-Cap ETF
Vanguard Real Estate ETF
Undiscovered Managers Behavioral Value-R6
Victory RS Small Cap Growth - R6
DFA Large Cap International Portfolio
Dodge & Cox International Stock
MFS International Growth - R6
Hartford Schroders Emerging Markets Eq
Vanguard Short-Term Invest-Grade Adm
PIMCO Total Return Fund - Inst
PGIM Total Return Bond - R6
DoubleLine Core Fixed Income - I
First American Government Obligations Z

Index Plus (Passive)

iShares Core S&P 500 ETF
iShares S&P 500 Value ETF
iShares S&P 500 Growth ETF
iShares Russell Mid-Cap ETF
Vanguard Real Estate ETF
iShares Russell 2000 Value ETF
iShares Russell 2000 Growth ETF
iShares MSCI EAFE ETF
Vanguard FTSE Emerging Markets ETF
Vanguard Short-Term Invest-Grade Adm
iShares Core U.S. Aggregate
First American Government Obligations Z

Holdings are subject to change at the discretion of the investment manager.

STYLE



The performance records shown represent size-weighted composites of tax exempt accounts that meet the following criteria: Accounts are managed by HighMark Capital Advisors (HCA) with full investment authority according to the PARS Conservative active and passive objectives.

The adviser to the PARS portfolios is US Bank, and HighMark serves as sub-adviser to US Bank to manage these portfolios. US Bank may charge clients as much as 0.60% annual management fee based on a sliding scale. US Bank pays HighMark 60% of the annual management fee for assets sub-advised by HighMark under its sub-advisory agreement with US Bank. The 0.36% paid to HighMark, as well as other expenses that may be incurred in the management of the portfolio, will reduce the portfolio's returns. Assuming an investment for five years, a 5% annual total return, and an annual sub-advisory fee rate of 0.36% deducted from the assets at market at the end of each year, a $10 million initial value would grow to $12.53 million after fees (Net-of-Fees) and $12.76 million before fees (Gross-of-Fees). Gross returns are presented before management and custodial fees but after all trading expenses and reflect the reinvestment of dividends and other income. A client's return will be reduced by the advisory fees and other expenses it may incur as a client. Additional information regarding the firm's policies and procedures for calculating and reporting performance results is available upon request. Performance results are calculated and presented in U.S. dollars and do not reflect the deduction of investment advisory fees, custody fees, or taxes but do reflect the deduction of trading expenses. Returns are calculated based on trade-date accounting.

Blended benchmarks represent HighMark's strategic allocations between equity, fixed income, and cash and are rebalanced monthly. Benchmark returns do not reflect the deduction of advisory fees or other expenses of investing but assumes the reinvestment of dividends and other earnings. An investor cannot invest directly in an index. The unmanaged S&P 500 Index is representative of the performance of large companies in the U.S. stock market. The MSCI EAFE Index is a free float-adjusted market capitalization index designed to measure developed market equity performance, excluding the U.S. and Canada. The MSCI Emerging Markets Index is a free float-adjusted market capitalization index that is designed to measure equity market performance in the global emerging markets. The Russell Midcap Index measures the performance of the mid-cap segment of the U.S. equity universe. The Russell 2000 Index measures the performance of the small-cap segment of the U.S. equity universe. The ICE BofA US High Yield Master II Index tracks the performance of below investment grade U.S. dollar-denominated corporate bonds publicly issued in the U.S. domestic market. Wilshire REIT index measures U.S. publicly traded Real Estate Investment Trusts. The unmanaged Bloomberg Barclays U.S. Aggregate Bond Index is generally representative of the U.S. taxable bond market as a whole. The ICE BofA 1-3 Year U.S. Corporate & Government Index tracks the bond performance of the ICE BofA U.S. Corporate & Government Index, with a remaining term to final maturity less than 3 years. The unmanaged FTSE 1-Month Treasury Bill Index tracks the yield of the 1-month U.S. Treasury Bill.

HighMark Capital Management, Inc. (HighMark), an SEC-registered investment adviser, is a wholly owned subsidiary of MUFG Union Bank, N.A. (MUB). HighMark manages institutional separate account portfolios for a wide variety of for-profit and nonprofit organizations, public agencies, and public and private retirement plans. MUB, a subsidiary of MUFG Americas Holdings Corporation, provides certain services to HighMark and is compensated for these services. Past performance does not guarantee future results. Individual account management and construction will vary depending on each client's investment needs and objectives. **Investments employing HighMark strategies are NOT insured by the FDIC or by any other Federal Government Agency, are NOT Bank deposits, are NOT guaranteed by the Bank or any Bank affiliate, and MAY lose value, including possible loss of principal.**

HIGHMARK CAPITAL MANAGEMENT

350 California Street
Suite 1600
San Francisco, CA 94104
800-582-4734

ABOUT THE ADVISER

HighMark® Capital Management, Inc. (HighMark) has 100 years (including predecessor organizations) of institutional money management experience with $8.6 billion in assets under management and $8.1 billion in assets under advisement*. HighMark has a long term disciplined approach to money management and currently manages assets for a wide array of clients.

ABOUT THE PORTFOLIO MANAGEMENT TEAM

Andrew Brown, CFA®
Senior Portfolio Manager
Investment Experience: since 1994
HighMark Tenure: since 1997
Education: MBA, University of Southern California; BA, University of Southern California

Salvatore "Tory" Milazzo III, CFA®
Senior Portfolio Manager
Investment Experience: since 2004
HighMark Tenure: since 2014
Education: BA, Colgate University

J. Keith Stribling, CFA ®
Senior Portfolio Manager
Investment Experience: since 1985
HighMark Tenure: since 1995
Education: BA, Stetson University

Christiane Tsuda
Senior Portfolio Manager
Investment Experience: since 1987
HighMark Tenure: since 2010
Education: BA, International Christian University, Toky

Anne Wimmer, CFA®
Senior Portfolio Manager
Investment Experience: since 1987
HighMark Tenure: since 2007
Education: BA, University of California, Santa Barbara

Randy Yurchak, CFA®
Senior Portfolio Manager
Investment Experience: since 2002
HighMark Tenure: since 2017
Education: MBA, Arizona State University; BS, University of Washington

Asset Allocation Committee
Number of Members: 17
Average Years of Experience: 26
Average Tenure (Years): 14

Manager Review Group
Number of Members: 7
Average Years of Experience: 17
Average Tenure (Years): 8

*Assets under management ("AUM") include assets for which HighMark provides continuous and regular supervisory and management services. Assets under advisement ("AUA") include assets for which HighMark provides certain investmen advisory services (including, but not limited to, investment research and strategies) for client assets of its parent compan MUFG Union Bank, N.A.

Attachment: 05_Investment Strategy Selection Disclosure Form (11749 : PARS Investment Selection)

HIGHMARK® CAPITAL MANAGEMENT

PARS DIVERSIFIED PORTFOLIOS

MODERATELY CONSERVATIVE

Q2 2020

WHY THE PARS DIVERSIFIED MODERATELY CONSERVATIVE PORTFOLIO?

Comprehensive Investment Solution

HighMark® Capital Management, Inc.'s (HighMark) diversified investment portfolios are designed to balance return expectations with risk tolerance. Key features include: sophisticated asset allocation and optimization techniques, four layers of diversification (asset class, style, manager, and security), access to rigorously screened, top tier money managers, flexible investment options, and experienced investment management.

Rigorous Manager Due Diligence

Our manager review committee utilizes a rigorous screening process that searches for investment managers and styles that have not only produced above-average returns within acceptable risk parameters, but have the resources and commitment to continue to deliver these results. We have set high standards for our investment managers and funds. This is a highly specialized, time consuming approach dedicated to one goal: competitive and consistent performance.

Flexible Investment Options

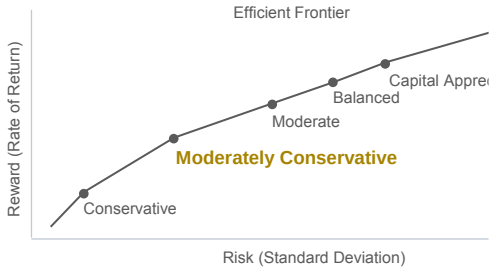
In order to meet the unique needs of our clients, we offer access to flexible implementation strategies: HighMark Plus utilizes actively managed mutual funds while Index Plus utilizes index-based securities, including exchange-traded funds. Both investment options leverage HighMark's active asset allocation approach.

Risk Management

The portfolio is constructed to control risk through four layers of diversification – asset classes (cash, fixed income, equity), investment styles (large cap, small cap, international, value, growth), managers and securities. Disciplined mutual fund selection and monitoring process helps to drive return potential while reducing portfolio risk.

INVESTMENT OBJECTIVE

To provide current income, with capital appreciation as a secondary objective. The major portion of the assets is committed to income-producing securities. Market fluctuations should be expected.



ASSET ALLOCATION — MODERATELY CONSERVATIVE PORTFOL

	Strategic Range	Policy	Tactical
Equity	20 - 40%	30%	29%
Fixed Income	50 - 80%	65%	67%
Cash	0 - 20%	5%	4%

ANNUALIZED TOTAL RETURNS

(Gross of Investment Management Fees, but Net o Embedded Fund Fees)

HighMark Plus Composite (Active)		Index Plus Composite (Passive)	
Current Quarter*	9.68%	Current Quarter*	7.7
Blended Benchmark,***	*7.73%*	*Blended Benchmark*,***	*7.7*
Year To Date*	0.85%	Year To Date*	1.8
Blended Benchmark,***	*1.56%*	*Blended Benchmark*,***	*1.5*
1 Year	4.87%	1 Year	6.0
*Blended Benchmark***	*5.87%*	*Blended Benchmark***	*5.8*
3 Year	5.22%	3 Year	5.4
*Blended Benchmark***	*5.52%*	*Blended Benchmark***	*5.5*
5 Year	4.90%	5 Year	4.9
*Blended Benchmark***	*5.07%*	*Blended Benchmark***	*5.0*
10 Year	5.97%	10 Year	5.8
*Blended Benchmark***	*5.79%*	*Blended Benchmark***	*5.7*

* Returns less than one year are not annualized. **Breakdown for Blended Benchmark: From 10/1/2012 - Present: 15.5% S&P5 3% Russell Mid Cap, 4.5% Russell 2000, 2% MSCI EM (net), 4% MSCI EAFE (net), 49.25% BBG Barclays US Agg, 14% ICE 1-3 Yr US Corp/Gov't, 1.75% ICE BofA US High Yield Master II, 1% Wilshire REIT, and 5% FTSE 1 Mth T-Bill. From 4/1/200 9/30/2012: the blended benchmark was 25% S&P 500; 1.5% Russell 2000, 3.5% MSCI EAFE (net), 25% ICE BofA 1-3 Year Corp./Govt, 40% BBG Barclays US Agg, 5% FTSE 1 Mth T-Bill. Prior to April 2007, the blended benchmark was 30% S&P 5 25% ICE BofA 1-3Yr Corp/Gov, 40% BBG Barclays US Agg, and 5% FTSE 1 Mth T-Bill.

ANNUAL RETURNS

(Gross of Investment Management Fees, but Net of Embedded Fund Fees)

HighMark Plus Composite (Active)		Index Plus Composite (Passive)	
2008	-15.37%	2008	-12.4
2009	18.71%	2009	11.9
2010	10.46%	2010	9.7
2011	1.75%	2011	3.2
2012	10.88%	2012	8.2
2013	7.30%	2013	6.7
2014	4.41%	2014	5.4
2015	0.32%	2015	-0.1
2016	4.94%	2016	5.4
2017	9.56%	2017	8.0
2018	-2.60%	2018	-2.3
2019	13.73%	2019	13.5

PORTFOLIO FACTS

HighMark Plus (Active)		Index Plus (Passive)	
Composite Inception Date	08/2004	Composite Inception Date	05/2005
No of Holdings in Portfolio	19	No of Holdings in P	

Attachment: 05_Investment Strategy Selection Disclosure Form (11749 : PARS Investment Selection)

HOLDINGS

HighMark Plus (Active)

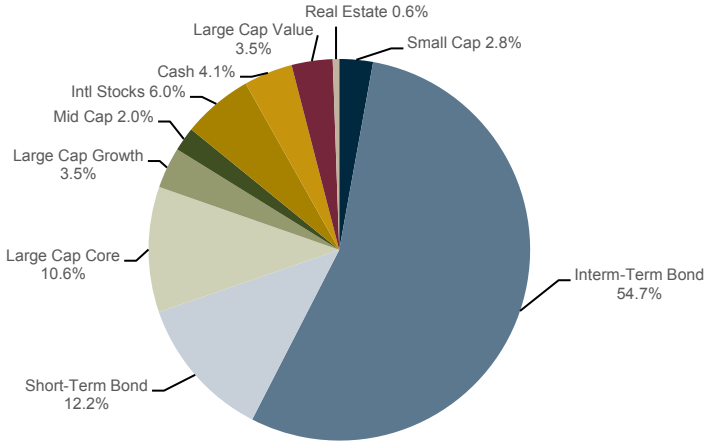
Columbia Contrarian Core I3
Vanguard Growth & Income Adm
Dodge & Cox Stock Fund
iShares S&P 500 Value ETF
Harbor Capital Appreciation - Retirement
T. Rowe Price Growth Stock - I
iShares Russell Mid-Cap ETF
Vanguard Real Estate ETF
Undiscovered Managers Behavioral Value-R6
Victory RS Small Cap Growth - R6
DFA Large Cap International Portfolio
Dodge & Cox International Stock
MFS International Growth - R6
Hartford Schroders Emerging Markets Eq
Vanguard Short-Term Invest-Grade Adm
PIMCO Total Return Fund - Inst
PGIM Total Return Bond - R6
DoubleLine Core Fixed Income - I
First American Government Obligations Z

Index Plus (Passive)

iShares Core S&P 500 ETF
iShares S&P 500 Value ETF
iShares S&P 500 Growth ETF
iShares Russell Mid-Cap ETF
Vanguard Real Estate ETF
iShares Russell 2000 Value ETF
iShares Russell 2000 Growth ETF
iShares MSCI EAFE ETF
Vanguard FTSE Emerging Markets ETF
Vanguard Short-Term Invest-Grade Adm
iShares Core U.S. Aggregate
First American Government Obligations Z

Holdings are subject to change at the discretion of the investment manager.

STYLE



The performance records shown represent a size-weighted composite of tax exempt accounts that meet the following criteria: Accounts are managed by HighMark Capital Advisors (HCA) with full investment authority according to the PARS Moderately Conservative active and passive objectives.

The adviser to the PARS portfolios is US Bank, and HighMark serves as sub-adviser to US Bank to manage these portfolios. US Bank may charge clients as much as 0.60% annual management fee based on a sliding scale. US Bank pays HighMark 60% of the annual management fee for assets sub-advised by HighMark under its sub-advisory agreement with US Bank. The 0.36% paid to HighMark, as well as other expenses that may be incurred in the management of the portfolio, will reduce the portfolio's returns. Assuming an investment for five years, a 5% annual total return, and an annual sub-advisory fee rate of 0.36% deducted from the assets at market at the end of each year, a $10 million initial value would grow to $12.53 million after fees (Net-of-Fees) and $12.76 million before fees (Gross-of-Fees). Gross returns are presented before management and custodial fees but after all trading expenses and reflect the reinvestment of dividends and other income. A client's return will be reduced by the advisory fees and other expenses it may incur as a client. Additional information regarding the firm's policies and procedures for calculating and reporting performance results is available upon request. Performance results are calculated and presented in U.S. dollars and do not reflect the deduction of investment advisory fees, custody fees, or taxes but do reflect the deduction of trading expenses. Returns are calculated based on trade-date accounting.

Blended benchmarks represent HighMark's strategic allocations between equity, fixed income, and cash and are rebalanced monthly. Benchmark returns do not reflect the deduction of advisory fees or other expenses of investing but assumes the reinvestment of dividends and other earnings. An investor cannot invest directly in an index. The unmanaged S&P 500 Index is representative of the performance of large companies in the U.S. stock market. The MSCI EAFE Index is a free float-adjusted market capitalization index designed to measure developed market equity performance, excluding the U.S. and Canada. The MSCI Emerging Markets Index is a free float-adjusted market capitalization index that is designed to measure equity market performance in the global emerging markets. The Russell Midcap Index measures the performance of the mid-cap segment of the U.S. equity universe. The Russell 2000 Index measures the performance of the small-cap segment of the U.S. equity universe. The ICE BofA US High Yield Master II Index tracks the performance of below investment grade U.S. dollar-denominated corporate bonds publicly issued in the U.S. domestic market. Wilshire REIT index measures U.S. publicly traded Real Estate Investment Trusts. The unmanaged Bloomberg Barclays U.S. Aggregate Bond Index is generally representative of the U.S. taxable bond market as a whole. The ICE BofA 1-3 Year U.S. Corporate & Government Index tracks the bond performance of the ICE BofA U.S. Corporate & Government Index, with a remaining term to final maturity less than 3 years. The unmanaged FTSE 1-Month Treasury Bill Index tracks the yield of the 1-month U.S. Treasury Bill.

HighMark Capital Management, Inc. (HighMark), an SEC-registered investment adviser, is a wholly owned subsidiary of MUFG Union Bank, N.A. (MUB). HighMark manages institutional separate account portfolios for a wide variety of for-profit and nonprofit organizations, public agencies, and public and private retirement plans. MUB, a subsidiary of MUFG Americas Holdings Corporation, provides certain services to HighMark and is compensated for these services. Past performance does not guarantee future results. Individual account management and construction will vary depending on each client's investment needs and objectives. **Investments employing HighMark strategies are NOT insured by the FDIC or by any other Federal Government Agency, are NOT Bank deposits, are NOT guaranteed by the Bank or any Bank affiliate, and MAY lose value, including possible loss of principal.**

HIGHMARK CAPITAL MANAGEMENT

350 California Street
Suite 1600
San Francisco, CA 94104
800-582-4734

ABOUT THE ADVISER

HighMark® Capital Management, Inc. (HighMark) has 100 years (including predecessor organizations) of institutional money management experience with $8.6 billion in assets under management and $8.1 billion in assets under advisement*. HighMark has a long term disciplined approach to money management and currently manages assets for a wide array of clients.

ABOUT THE PORTFOLIO MANAGEMENT TEAM

Andrew Brown, CFA®
Senior Portfolio Manager
Investment Experience: since 1994
HighMark Tenure: since 1997
Education: MBA, University of Southern California; BA, University of Southern California

Salvatore "Tory" Milazzo III, CFA®
Senior Portfolio Manager
Investment Experience: since 2004
HighMark Tenure: since 2014
Education: BA, Colgate University

J. Keith Stribling, CFA®
Senior Portfolio Manager
Investment Experience: since 1985
HighMark Tenure: since 1995
Education: BA, Stetson University

Christiane Tsuda
Senior Portfolio Manager
Investment Experience: since 1987
HighMark Tenure: since 2010
Education: BA, International Christian University, Toky

Anne Wimmer, CFA®
Senior Portfolio Manager
Investment Experience: since 1987
HighMark Tenure: since 2007
Education: BA, University of California, Santa Barbara

Randy Yurchak, CFA®
Senior Portfolio Manager
Investment Experience: since 2002
HighMark Tenure: since 2017
Education: MBA, Arizona State University; BS, University of Washington

Asset Allocation Committee
Number of Members: 17
Average Years of Experience: 26
Average Tenure (Years): 14

Manager Review Group
Number of Members: 7
Average Years of Experience: 17
Average Tenure (Years): 8

*Assets under management ("AUM") include assets for which HighMark provides continuous and regular supervisory and management services. Assets under advisement ("AUA") include assets for which HighMark provides certain investmen advisory services (including, but not limited to, investment research and strategies) for client assets of its parent compan MUFG Union Bank, N.A.

Attachment: 05_Investment Strategy Selection Disclosure Form (11749 : PARS Investment Selection)

HIGHMARK® CAPITAL MANAGEMENT

PARS DIVERSIFIED PORTFOLIOS
MODERATE

Q2 2020

WHY THE PARS DIVERSIFIED MODERATE PORTFOLIO?

Comprehensive Investment Solution

HighMark® Capital Management, Inc.'s (HighMark) diversified investment portfolios are designed to balance return expectations with risk tolerance. Key features include: sophisticated asset allocation and optimization techniques, four layers of diversification (asset class, style, manager, and security), access to rigorously screened, top tier money managers, flexible investment options, and experienced investment management.

Rigorous Manager Due Diligence

Our manager review committee utilizes a rigorous screening process that searches for investment managers and styles that have not only produced above-average returns within acceptable risk parameters, but have the resources and commitment to continue to deliver these results. We have set high standards for our investment managers and funds. This is a highly specialized, time consuming approach dedicated to one goal: competitive and consistent performance.

Flexible Investment Options

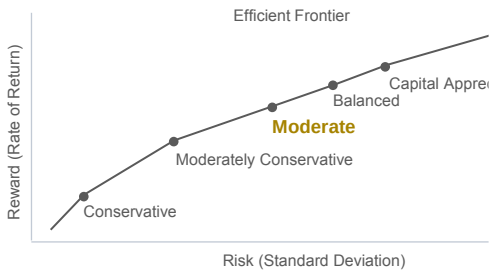
In order to meet the unique needs of our clients, we offer access to flexible implementation strategies: HighMark Plus utilizes actively managed mutual funds while Index Plus utilizes index-based securities, including exchange-traded funds. Both investment options leverage HighMark's active asset allocation approach.

Risk Management

The portfolio is constructed to control risk through four layers of diversification – asset classes (cash, fixed income, equity), investment styles (large cap, small cap, international, value, growth), managers and securities. Disciplined mutual fund selection and monitoring process helps to drive return potential while reducing portfolio risk.

INVESTMENT OBJECTIVE

To provide current income and moderate capital appreciation. It is expected that dividend and interest income will comprise a significant portion of total return, although growth through capital appreciation is equally important.



ASSET ALLOCATION — MODERATE PORTFOLIO

	Strategic Range	Policy	Tactical
Equity	40 - 60%	50%	48%
Fixed Income	40 - 60%	45%	48%
Cash	0 - 20%	5%	4%

ANNUALIZED TOTAL RETURNS

(Gross of Investment Management Fees, but Net o Embedded Fund Fees)

HighMark Plus Composite (Active)		Index Plus Composite (Passive)	
Current Quarter*	12.73%	Current Quarter*	10.9
Blended Benchmark,***	*11.27%*	*Blended Benchmark*,***	*11.2*
Year To Date*	-1.32%	Year To Date*	-0.9
Blended Benchmark,***	*-0.85%*	*Blended Benchmark*,***	*-0.8*
1 Year	3.96%	1 Year	4.5
*Blended Benchmark***	*4.75%*	*Blended Benchmark***	*4.7*
3 Year	5.77%	3 Year	5.6
*Blended Benchmark***	*6.03%*	*Blended Benchmark***	*6.0*
5 Year	5.67%	5 Year	5.6
*Blended Benchmark***	*5.91%*	*Blended Benchmark***	*5.9*
10 Year	7.48%	10 Year	7.3
*Blended Benchmark***	*7.59%*	*Blended Benchmark***	*7.5*

* Returns less than one year are not annualized. **Breakdown for Blended Benchmark: From 10/1/2012 – Present: 26.5% S&P 5% Russell Mid Cap, 7.5% Russell 2000, 3.25% MSCI EM (net), 6% MSCI EAFE (net), 33.50% BBG Barclays US Agg, 10% BofA 1-3 Yr US Corp/Gov't, 1.50% ICE BofA US High Yield Master II, 1.75% Wilshire REIT, and 5% FTSE 1 Mth T-Bill. From 4/1/2007 – 9/30/2012: the blended benchmark was 43% S&P 500; 2% Russell 2000, 5% MSCI EAFE (net), 15% ICE BofA 1- Corp./Govt, 30% BBG Barclays US Agg, 5% FTSE 1 Mth T-Bill. Prior to April 2007: the blended benchmark was 50% S&P 5 15% ICE BofA 1-3Yr Corp/Gov, 30% BBG Barclays US Agg, and 5% FTSE 1 Mth T-Bill.

ANNUAL RETURNS

(Gross of Investment Management Fees, but Net of Embedded Fund Fees)

HighMark Plus Composite (Active)		Index Plus Composite (Passive)	
2008	-22.88%	2008	-18.1
2009	21.47%	2009	16.0
2010	12.42%	2010	11.7
2011	0.55%	2011	2.2
2012	12.25%	2012	10.9
2013	13.06%	2013	12.7
2014	4.84%	2014	5.7
2015	0.14%	2015	-0.5
2016	6.45%	2016	7.2
2017	13.19%	2017	11.5
2018	-4.03%	2018	-4.0
2019	17.71%	2019	17.5

PORTFOLIO FACTS

HighMark Plus (Active)		Index Plus (Passive)	
Composite Inception Date	10/2004	Composite Inception Date	05/2006
No of Holdings in Portfolio	19	No of Holdings in P	

Attachment: 05_Investment Strategy Selection Disclosure Form (11749 : PARS Investment Selection)

HOLDINGS

HighMark Plus (Active)

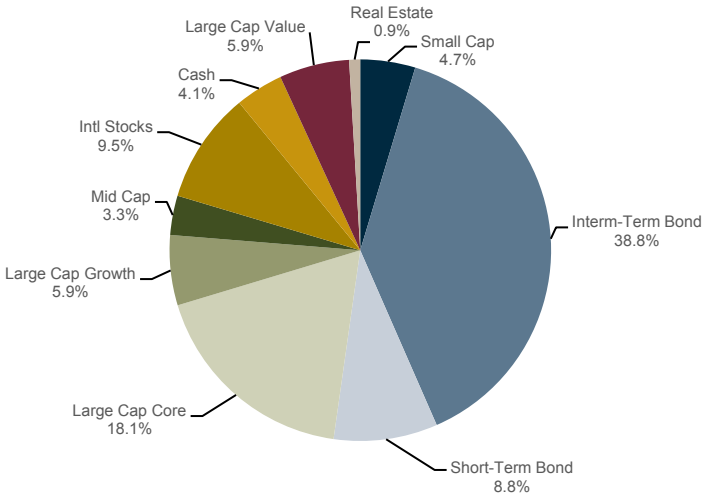
Columbia Contrarian Core I3
Vanguard Growth & Income Adm
Dodge & Cox Stock Fund
iShares S&P 500 Value ETF
Harbor Capital Appreciation - Retirement
T. Rowe Price Growth Stock - I
iShares Russell Mid-Cap ETF
Vanguard Real Estate ETF
Undiscovered Managers Behavioral Value-R6
Victory RS Small Cap Growth - R6
DFA Large Cap International Portfolio
Dodge & Cox International Stock
MFS International Growth - R6
Hartford Schroders Emerging Markets Eq
Vanguard Short-Term Invest-Grade Adm
PIMCO Total Return Fund - Inst
PGIM Total Return Bond - R6
DoubleLine Core Fixed Income - I
First American Government Obligations Z

Index Plus (Passive)

iShares Core S&P 500 ETF
iShares S&P 500 Value ETF
iShares S&P 500 Growth ETF
iShares Russell Mid-Cap ETF
Vanguard Real Estate ETF
iShares Russell 2000 Value ETF
iShares Russell 2000 Growth ETF
iShares MSCI EAFE ETF
Vanguard FTSE Emerging Markets ETF
Vanguard Short-Term Invest-Grade Adm
iShares Core U.S. Aggregate
First American Government Obligations Z

Holdings are subject to change at the discretion of the investment manager.

STYLE



The performance records shown represent size-weighted composites of tax exempt accounts that meet the following criteria: Accounts are managed by HighMark Capital Advisors (HCA) with full investment authority according to the PARS Moderate active and passive objectives.

The adviser to the PARS portfolios is US Bank, and HighMark serves as sub-adviser to US Bank to manage these portfolios. US Bank may charge clients as much as 0.60% annual management fee based on a sliding scale. US Bank pays HighMark 60% of the annual management fee for assets sub-advised by HighMark under its sub-advisory agreement with US Bank. The 0.36% paid to HighMark, as well as other expenses that may be incurred in the management of the portfolio, will reduce the portfolio's returns. Assuming an investment for five years, a 5% annual total return, and an annual sub-advisory fee rate of 0.36% deducted from the assets at market at the end of each year, a $10 million initial value would grow to $12.53 million after fees (Net-of-Fees) and $12.76 million before fees (Gross-of-Fees). Gross returns are presented before management and custodial fees but after all trading expenses and reflect the reinvestment of dividends and other income. A client's return will be reduced by the advisory fees and other expenses it may incur as a client. Additional information regarding the firm's policies and procedures for calculating and reporting performance results is available upon request. Performance results are calculated and presented in U.S. dollars and do not reflect the deduction of investment advisory fees, custody fees, or taxes but do reflect the deduction of trading expenses. Returns are calculated based on trade-date accounting.

Blended benchmarks represent HighMark's strategic allocations between equity, fixed income, and cash and are rebalanced monthly. Benchmark returns do not reflect the deduction of advisory fees or other expenses of investing but assumes the reinvestment of dividends and other earnings. An investor cannot invest directly in an index. The unmanaged S&P 500 Index is representative of the performance of large companies in the U.S. stock market. The MSCI EAFE Index is a free float-adjusted market capitalization index designed to measure developed market equity performance, excluding the U.S. and Canada. The MSCI Emerging Markets Index is a free float-adjusted market capitalization index that is designed to measure equity market performance in the global emerging markets. The Russell Midcap Index measures the performance of the mid-cap segment of the U.S. equity universe. The Russell 2000 Index measures the performance of the small-cap segment of the U.S. equity universe. The ICE BofA US High Yield Master II Index tracks the performance of below investment grade U.S. dollar-denominated corporate bonds publicly issued in the U.S. domestic market. Wilshire REIT index measures U.S. publicly traded Real Estate Investment Trusts. The unmanaged Bloomberg Barclays U.S. Aggregate Bond Index is generally representative of the U.S. taxable bond market as a whole. The ICE BofA 1-3 Year U.S. Corporate & Government Index tracks the bond performance of the ICE BofA U.S. Corporate & Government Index, with a remaining term to final maturity less than 3 years. The unmanaged FTSE 1-Month Treasury Bill Index tracks the yield of the 1-month U.S. Treasury Bill.

HighMark Capital Management, Inc. (HighMark), an SEC-registered investment adviser, is a wholly owned subsidiary of MUFG Union Bank, N.A. (MUB). HighMark manages institutional separate account portfolios for a wide variety of for-profit and nonprofit organizations, public agencies, and public and private retirement plans. MUB, a subsidiary of MUFG Americas Holdings Corporation, provides certain services to HighMark and is compensated for these services. Past performance does not guarantee future results. Individual account management and construction will vary depending on each client's investment needs and objectives. **Investments employing HighMark strategies are NOT insured by the FDIC or by any other Federal Government Agency, are NOT Bank deposits, are NOT guaranteed by the Bank or any Bank affiliate, and MAY lose value, including possible loss of principal.**

HIGHMARK CAPITAL MANAGEMENT

350 California Street
Suite 1600
San Francisco, CA 94104
800-582-4734

ABOUT THE ADVISER

HighMark® Capital Management, Inc. (HighMark) has 100 years (including predecessor organizations) of institutional money management experience with $8.6 billion in assets under management and $8.1 billion in assets under advisement*. HighMark has a long term disciplined approach to money management and currently manages assets for a wide array of clients.

ABOUT THE PORTFOLIO MANAGEMENT TEAM

Andrew Brown, CFA®
Senior Portfolio Manager
Investment Experience: since 1994
HighMark Tenure: since 1997
Education: MBA, University of Southern California; BA, University of Southern California

Salvatore "Tory" Milazzo III, CFA®
Senior Portfolio Manager
Investment Experience: since 2004
HighMark Tenure: since 2014
Education: BA, Colgate University

J. Keith Stribling, CFA®
Senior Portfolio Manager
Investment Experience: since 1985
HighMark Tenure: since 1995
Education: BA, Stetson University

Christiane Tsuda
Senior Portfolio Manager
Investment Experience: since 1987
HighMark Tenure: since 2010
Education: BA, International Christian University, Toky

Anne Wimmer, CFA®
Senior Portfolio Manager
Investment Experience: since 1987
HighMark Tenure: since 2007
Education: BA, University of California, Santa Barbara

Randy Yurchak, CFA®
Senior Portfolio Manager
Investment Experience: since 2002
HighMark Tenure: since 2017
Education: MBA, Arizona State University; BS, University of Washington

Asset Allocation Committee
Number of Members: 17
Average Years of Experience: 26
Average Tenure (Years): 14

Manager Review Group
Number of Members: 7
Average Years of Experience: 17
Average Tenure (Years): 8

*Assets under management ("AUM") include assets for which HighMark provides continuous and regular supervisory and management services. Assets under advisement ("AUA") include assets for which HighMark provides certain investmen advisory services (including, but not limited to, investment research and strategies) for client assets of its parent compan MUFG Union Bank, N.A.

Attachment: 05_Investment Strategy Selection Disclosure Form (11749 : PARS Investment Selection)

HIGHMARK®
CAPITAL MANAGEMENT

PARS DIVERSIFIED PORTFOLIOS
BALANCED

Q2 2020

WHY THE PARS DIVERSIFIED BALANCED PORTFOLIO?

Comprehensive Investment Solution

HighMark® Capital Management, Inc.'s (HighMark) diversified investment portfolios are designed to balance return expectations with risk tolerance. Key features include: sophisticated asset allocation and optimization techniques, four layers of diversification (asset class, style, manager, and security), access to rigorously screened, top tier money managers, flexible investment options, and experienced investment management.

Rigorous Manager Due Diligence

Our manager review committee utilizes a rigorous screening process that searches for investment managers and styles that have not only produced above-average returns within acceptable risk parameters, but have the resources and commitment to continue to deliver these results. We have set high standards for our investment managers and funds. This is a highly specialized, time consuming approach dedicated to one goal: competitive and consistent performance.

Flexible Investment Options

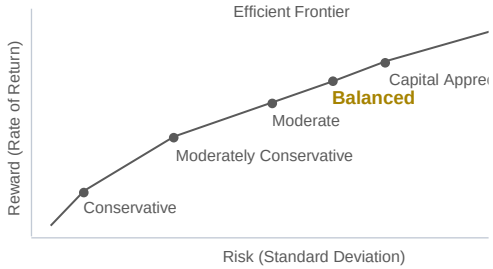
In order to meet the unique needs of our clients, we offer access to flexible implementation strategies: HighMark Plus utilizes actively managed mutual funds while Index Plus utilizes index-based securities, including exchange-traded funds. Both investment options leverage HighMark's active asset allocation approach.

Risk Management

The portfolio is constructed to control risk through four layers of diversification – asset classes (cash, fixed income, equity), investment styles (large cap, small cap, international, value, growth), managers and securities. Disciplined mutual fund selection and monitoring process helps to drive return potential while reducing portfolio risk.

INVESTMENT OBJECTIVE

To provide growth of principal and income. While dividend and interest income are an important component of the objective's total return, it is expected that capital appreciation will comprise a larger portion of the total return.



ASSET ALLOCATION — BALANCED PORTFOLIO

	Strategic Range	Policy	Tactical
Equity	50 – 70%	60%	58%
Fixed Income	30 – 50%	35%	38%
Cash	0 – 20%	5%	4%

ANNUALIZED TOTAL RETURNS

(Gross of Investment Management Fees, but Net o Embedded Fund Fees)

HighMark Plus Composite (Active)		Index Plus Composite (Passive)	
Current Quarter*	14.40%	Current Quarter*	12.5
Blended Benchmark,***	*13.11%*	*Blended Benchmark*,***	*13.1*
Year To Date*	-2.36%	Year To Date*	-2.2
Blended Benchmark,***	*-2.02%*	*Blended Benchmark*,***	*-2.0*
1 Year	3.51%	1 Year	3.9
*Blended Benchmark***	*4.23%*	*Blended Benchmark***	*4.2*
3 Year	6.07%	3 Year	5.7
*Blended Benchmark***	*6.28%*	*Blended Benchmark***	*6.2*
5 Year	6.01%	5 Year	5.9
*Blended Benchmark***	*6.33%*	*Blended Benchmark***	*6.3*
10 Year	8.24%	10 Year	8.1
*Blended Benchmark***	*8.52%*	*Blended Benchmark***	*8.5*

* Returns less than one year are not annualized. **Breakdown for Blended Benchmark: From 10/1/2012 – Present: 32% S&P5(Russell Mid Cap, 9% Russell 2000, 4% MSCI EM (net), 7% MSCI EAFE (net), 27% BBG Barclays US Agg, 6.75% ICE BofA US Corp/Gov't, 1.25% ICE BofA US High Yield Master II, 2% Wilshire REIT, and 5% FTSE 1 Mth T-Bill. From 4/1/2007 – 9/30/2012: the blended benchmark was 51% S&P 500; 3% Russell 2000, 6% MSCI EAFE (net), 5% ICE BofA 1-3 Year Corp. 30% BBG Barclays US Agg, 5% FTSE 1 Mth T-Bill. Prior to April 2007: the blended benchmark was 60% S&P 500, 5% ICE E 3Yr Corp/Gov, 30% BBG Barclays US Agg, and 5% FTSE 1 Mth T-Bill.

ANNUAL RETURNS

(Gross of Investment Management Fees, but Net of Embedded Fund Fees)

HighMark Plus Composite (Active)		Index Plus Composite (Passive)	
2008	-25.72%	2008	-23.2
2009	21.36%	2009	17.6
2010	14.11%	2010	12.7
2011	-0.46%	2011	1.6
2012	13.25%	2012	11.9
2013	16.61%	2013	15.6
2014	4.70%	2014	6.0
2015	0.04%	2015	-0.8
2016	6.81%	2016	8.2
2017	15.46%	2017	13.3
2018	-4.88%	2018	-5.0
2019	19.85%	2019	19.5

PORTFOLIO FACTS

HighMark Plus (Active)		Index Plus (Passive)	
Composite Inception Date	10/2006	Composite Inception Date	10/2007
No of Holdings in Portfolio	19	No of Holdings in P	

Attachment: 05_Investment Strategy Selection Disclosure Form (11749 : PARS Investment Selection)

HOLDINGS

HighMark Plus (Active)

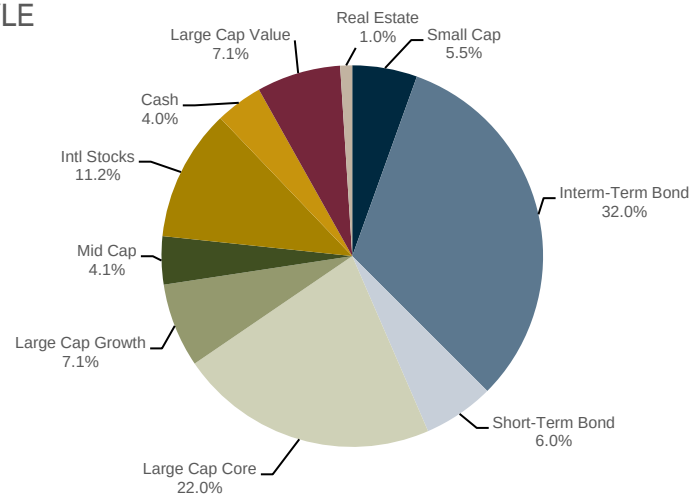
Columbia Contrarian Core I3
Vanguard Growth & Income Adm
Dodge & Cox Stock Fund
iShares S&P 500 Value ETF
Harbor Capital Appreciation - Retirement
T. Rowe Price Growth Stock - I
iShares Russell Mid-Cap ETF
Vanguard Real Estate ETF
Undiscovered Managers Behavioral Value-R6
Victory RS Small Cap Growth - R6
DFA Large Cap International Portfolio
Dodge & Cox International Stock
MFS International Growth - R6
Hartford Schroders Emerging Markets Eq
Vanguard Short-Term Invest-Grade Adm
PIMCO Total Return Fund - Inst
PGIM Total Return Bond - R6
DoubleLine Core Fixed Income - I
First American Government Obligations Z

Index Plus (Passive)

iShares Core S&P 500 ETF
iShares S&P 500 Value ETF
iShares S&P 500 Growth ETF
iShares Russell Mid-Cap ETF
Vanguard Real Estate ETF
iShares Russell 2000 Value ETF
iShares Russell 2000 Growth ETF
iShares MSCI EAFE ETF
Vanguard FTSE Emerging Markets ETF
Vanguard Short-Term Invest-Grade Adm
iShares Core U.S. Aggregate
First American Government Obligations Z

Holdings are subject to change at the discretion of the investment manager.

STYLE



The performance records shown represent size-weighted composites of tax exempt accounts that meet the following criteria: Accounts are managed by HighMark Capital Advisors (HCA) with full investment authority according to the PARS Balanced active and passive objectives.

The composite name has been changed from PARS Balanced/Moderately Aggressive to PARS Balanced on 5/1/2013. The adviser to the PARS portfolios is US Bank, and HighMark serves as sub-adviser to US Bank to manage these portfolios. US Bank may charge clients as much as 0.60% annual management fee based on a sliding scale. US Bank pays HighMark 60% of the annual management fee for assets sub-advised by HighMark under its sub-advisory agreement with US Bank. The 0.36% paid to HighMark, as well as other expenses that may be incurred in the management of the portfolio, will reduce the portfolio's returns. Assuming an investment for five years, a 5% annual total return, and an annual sub-advisory fee rate of 0.36% deducted from the assets at market at the end of each year, a $10 million initial value would grow to $12.53 million after fees (Net-of-Fees) and $12.76 million before fees (Gross-of-Fees). Gross returns are presented before management and custodial fees but after all trading expenses and reflect the reinvestment of dividends and other income. A client's return will be reduced by the advisory fees and other expenses it may incur as a client. Additional information regarding the firm's policies and procedures for calculating and reporting performance results is available upon request. Performance results are calculated and presented in U.S. dollars and do not reflect the deduction of investment advisory fees, custody fees, or taxes but do reflect the deduction of trading expenses. Returns are calculated based on trade-date accounting.

Blended benchmarks represent HighMark's strategic allocations between equity, fixed income, and cash and are rebalanced monthly. Benchmark returns do not reflect the deduction of advisory fees or other expenses of investing but assumes the reinvestment of dividends and other earnings. An investor cannot invest directly in an index. The unmanaged S&P 500 Index is representative of the performance of large companies in the U.S. stock market. The MSCI EAFE Index is a free float-adjusted market capitalization index designed to measure developed market equity performance, excluding the U.S. and Canada. The MSCI Emerging Markets Index is a free float-adjusted market capitalization index that is designed to measure equity market performance in the global emerging markets. The Russell Midcap Index measures the performance of the mid-cap segment of the U.S. equity universe. The Russell 2000 Index measures the performance of the small-cap segment of the U.S. equity universe. The ICE BofA US High Yield Master II Index tracks the performance of below investment grade U.S. dollar-denominated corporate bonds publicly issued in the U.S. domestic market. Wilshire REIT index measures U.S. publicly traded Real Estate Investment Trusts. The unmanaged Bloomberg Barclays U.S. Aggregate Bond Index is generally representative of the U.S. taxable bond market as a whole. The ICE BofA 1-3 Year U.S. Corporate & Government Index tracks the bond performance of the ICE BofA U.S. Corporate & Government Index, with a remaining term to final maturity less than 3 years. The unmanaged FTSE 1-Month Treasury Bill Index tracks the yield of the 1-month U.S. Treasury Bill.

HighMark Capital Management, Inc. (HighMark), an SEC-registered investment adviser, is a wholly owned subsidiary of MUFG Union Bank, N.A. (MUB). HighMark manages institutional separate account portfolios for a wide variety of for-profit and nonprofit organizations, public agencies, and public and private retirement plans. MUB, a subsidiary of MUFG Americas Holdings Corporation, provides certain services to HighMark and is compensated for these services. Past performance does not guarantee future results. Individual account management and construction will vary depending on each client's investment needs and objectives. **Investments employing HighMark strategies are NOT insured by the FDIC or by any other Federal Government Agency, are NOT Bank deposits, are NOT guaranteed by the Bank or any Bank affiliate, and MAY lose value, including possible loss of principal.**

HIGHMARK CAPITAL MANAGEMENT

350 California Street
Suite 1600
San Francisco, CA 94104
800-582-4734

ABOUT THE ADVISER

HighMark® Capital Management, Inc. (HighMark) has 100 years (including predecessor organizations) of institutional money management experience with $8.6 billion in assets under management and $8.1 billion in assets under advisement*. HighMark has a long term disciplined approach to money management and currently manages assets for a wide array of clients.

ABOUT THE PORTFOLIO MANAGEMENT TEAM

Andrew Brown, CFA®
Senior Portfolio Manager
Investment Experience: since 1994
HighMark Tenure: since 1997
Education: MBA, University of Southern California; BA, University of Southern California

Salvatore "Tory" Milazzo III, CFA®
Senior Portfolio Manager
Investment Experience: since 2004
HighMark Tenure: since 2014
Education: BA, Colgate University

J. Keith Stribling, CFA®
Senior Portfolio Manager
Investment Experience: since 1985
HighMark Tenure: since 1995
Education: BA, Stetson University

Christiane Tsuda
Senior Portfolio Manager
Investment Experience: since 1987
HighMark Tenure: since 2010
Education: BA, International Christian University, Toky

Anne Wimmer, CFA®
Senior Portfolio Manager
Investment Experience: since 1987
HighMark Tenure: since 2007
Education: BA, University of California, Santa Barbara

Randy Yurchak, CFA®
Senior Portfolio Manager
Investment Experience: since 2002
HighMark Tenure: since 2017
Education: MBA, Arizona State University; BS, University of Washington

Asset Allocation Committee
Number of Members: 17
Average Years of Experience: 26
Average Tenure (Years): 14

Manager Review Group
Number of Members: 7
Average Years of Experience: 17
Average Tenure (Years): 8

*Assets under management ("AUM") include assets for which HighMark provides continuous and regular supervisory and management services. Assets under advisement ("AUA") include assets for which HighMark provides certain investmen advisory services (including, but not limited to, investment research and strategies) for client assets of its parent compan MUFG Union Bank, N.A.

Attachment: 05_Investment Strategy Selection Disclosure Form (11749 : PARS Investment Selection)

HIGHMARK® CAPITAL MANAGEMENT

PARS DIVERSIFIED PORTFOLIOS

CAPITAL APPRECIATION

Q2 2020

WHY THE PARS DIVERSIFIED CAPITAL APPRECIATION PORTFOLIO?

Comprehensive Investment Solution

HighMark® Capital Management, Inc.'s (HighMark) diversified investment portfolios are designed to balance return expectations with risk tolerance. Key features include: sophisticated asset allocation and optimization techniques, four layers of diversification (asset class, style, manager, and security), access to rigorously screened, top tier money managers, flexible investment options, and experienced investment management.

Rigorous Manager Due Diligence

Our manager review committee utilizes a rigorous screening process that searches for investment managers and styles that have not only produced above-average returns within acceptable risk parameters, but have the resources and commitment to continue to deliver these results. We have set high standards for our investment managers and funds. This is a highly specialized, time consuming approach dedicated to one goal: competitive and consistent performance.

Flexible Investment Options

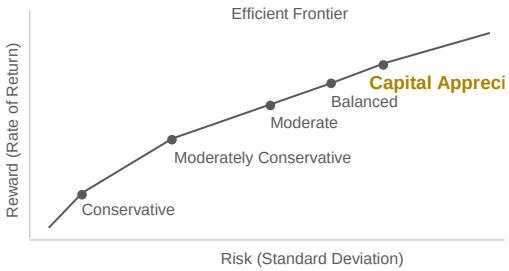
In order to meet the unique needs of our clients, we offer access to flexible implementation strategies: HighMark Plus utilizes actively managed mutual funds while Index Plus utilizes index-based securities, including exchange-traded funds. Both investment options leverage HighMark's active asset allocation approach.

Risk Management

The portfolio is constructed to control risk through four layers of diversification – asset classes (cash, fixed income, equity), investment styles (large cap, small cap, international, value, growth), managers and securities. Disciplined mutual fund selection and monitoring process helps to drive return potential while reducing portfolio risk.

INVESTMENT OBJECTIVE

To provide growth of principal. The major portion of the assets are invested in equity securities and market fluctuations are expected.



ASSET ALLOCATION — CAPITAL APPRECIATION PORTFOLIO

	Strategic Range	Policy	Tactical
Equity	65 - 85%	75%	72%
Fixed Income	10 - 30%	20%	24%
Cash	0 - 20%	5%	4%

ANNUALIZED TOTAL RETURNS

(Gross of Investment Management Fees, but Net of Embedded Fund Fees)

Consolidated Composite	
Current Quarter*	15.95%
Blended Benchmark,***	*15.76%*
Year To Date*	-4.09%
Blended Benchmark,***	*-3.94%*
1 Year	2.66%
*Blended Benchmark***	*3.18%*
3 Year	6.26%
*Blended Benchmark***	*6.46%*
5 Year	6.42%
*Blended Benchmark***	*6.77%*
10 Year	9.06%
*Blended Benchmark***	*9.48%*

* Returns less than one year are not annualized. **Breakdown for Blended Benchmark: 39.5% S&P500, 7.5% Russell Mid Cap, 10.5% Russell 2000, 5.25% MSCI EM (net), 10.25% MSCI EAFE (net), 16% BBG Barclays US Agg, 3% ICE BofA 1-3 Yr US Corp/Gov't, 1% ICE BofA US High Yield Master II, 2% Wilshire REIT, and 5% FTSE 1 Mth T-Bill.

ANNUAL RETURNS

(Gross of Investment Management Fees, but Net of Embedded Fund Fees)

Consolidated Composite	
2008	N/A
2009	23.77%
2010	12.95%
2011	-1.35%
2012	13.87%
2013	20.33%
2014	6.05%
2015	-0.27%
2016	8.81%
2017	16.72%
2018	-5.82%
2019	22.62%

PORTFOLIO FACTS

Consolidated Composite	
Composite Inception Date	01/2009
No of Holdings in Portfolio	19

Attachment: 05_Investment Strategy Selection Disclosure Form (11749 : PARS Investment Selection)

HOLDINGS

HighMark Plus (Active)

Columbia Contrarian Core I3
Vanguard Growth & Income Adm
Dodge & Cox Stock Fund
iShares S&P 500 Value ETF
Harbor Capital Appreciation – Retirement
T. Rowe Price Growth Stock - I
iShares Russell Mid-Cap ETF
Vanguard Real Estate ETF
Undiscovered Managers Behavioral Value-R6
Victory RS Small Cap Growth - R6
DFA Large Cap International Portfolio
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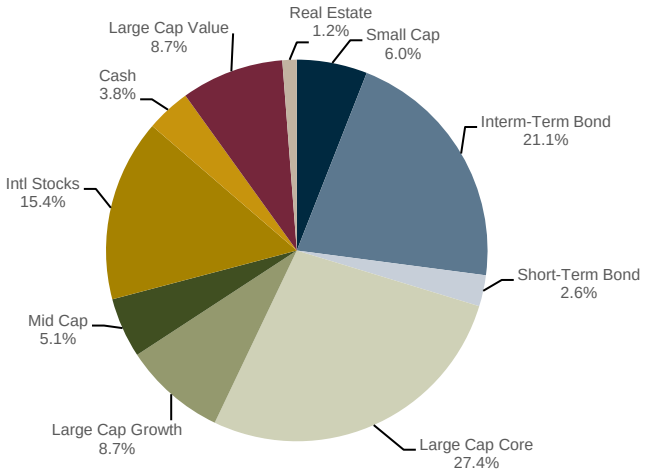
Hartford Schroders Emerging Markets Eq
Vanguard Short-Term Invest-Grade Adm
PIMCO Total Return Fund - Inst
PGIM Total Return Bond - R6
DoubleLine Core Fixed Income - I
First American Government Obligations Z

Index Plus (Passive)

iShares Core S&P 500 ETF
iShares S&P 500 Value ETF
iShares S&P 500 Growth ETF
iShares Russell Mid-Cap ETF
Vanguard Real Estate ETF
iShares Russell 2000 Value ETF
iShares Russell 2000 Growth ETF
iShares MSCI EAFE ETF
Vanguard FTSE Emerging Markets ETF
Vanguard Short-Term Invest-Grade Adm
iShares Core U.S. Aggregate
First American Government Obligations Z

Holdings are subject to change at the discretion of the investment manager.

STYLE



The performance records shown represent a size-weighted composite of tax exempt accounts that meet the following criteria: Accounts are managed by HighMark Capital Advisors (HCA) with full investment authority according to the PARS Capital Appreciation active and passive objectives.

The adviser to the PARS portfolios is US Bank, and HighMark serves as sub-adviser to US Bank to manage these portfolios. US Bank may charge clients as much as 0.60% annual management fee based on a sliding scale. US Bank pays HighMark 60% of the annual management fee for assets sub-advised by HighMark under its sub-advisory agreement with US Bank. The 0.36% paid to HighMark, as well as other expenses that may be incurred in the management of the portfolio, will reduce the portfolio's returns. Assuming an investment for five years, a 5% annual total return, and an annual sub-advisory fee rate of 0.36% deducted from the assets at market at the end of each year, a $10 million initial value would grow to $12.53 million after fees (Net-of-Fees) and $12.76 million before fees (Gross-of-Fees). Gross returns are presented before management and custodial fees but after all trading expenses and reflect the reinvestment of dividends and other income. A client's return will be reduced by the advisory fees and other expenses it may incur as a client. Additional information regarding the firm's policies and procedures for calculating and reporting performance results is available upon request. Performance results are calculated and presented in U.S. dollars and do not reflect the deduction of investment advisory fees, custody fees, or taxes but do reflect the deduction of trading expenses. Returns are calculated based on trade-date accounting.

Blended benchmarks represent HighMark's strategic allocations between equity, fixed income, and cash and are rebalanced monthly. Benchmark returns do not reflect the deduction of advisory fees or other expenses of investing but assumes the reinvestment of dividends and other earnings. An investor cannot invest directly in an index. The unmanaged S&P 500 Index is representative of the performance of large companies in the U.S. stock market. The MSCI EAFE Index is a free float-adjusted market capitalization index designed to measure developed market equity performance, excluding the U.S. and Canada. The MSCI Emerging Markets Index is a free float-adjusted market capitalization index that is designed to measure equity market performance in the global emerging markets. The Russell Midcap Index measures the performance of the mid-cap segment of the U.S. equity universe. The Russell 2000 Index measures the performance of the small-cap segment of the U.S. equity universe. The ICE BofA US High Yield Master II Index tracks the performance of below investment grade U.S. dollar-denominated corporate bonds publicly issued in the U.S. domestic market. Wilshire REIT index measures U.S. publicly traded Real Estate Investment Trusts. The unmanaged Bloomberg Barclays U.S. Aggregate Bond Index is generally representative of the U.S. taxable bond market as a whole. The ICE BofA 1-3 Year U.S. Corporate & Government Index tracks the bond performance of the ICE BofA U.S. Corporate & Government Index, with a remaining term to final maturity less than 3 years. The unmanaged FTSE 1-Month Treasury Bill Index tracks the yield of the 1-month U.S. Treasury Bill.

HighMark Capital Management, Inc. (HighMark), an SEC-registered investment adviser, is a wholly owned subsidiary of MUFG Union Bank, N.A. (MUB). HighMark manages institutional separate account portfolios for a wide variety of for-profit and nonprofit organizations, public agencies, and public and private retirement plans. MUB, a subsidiary of MUFG Americas Holdings Corporation, provides certain services to HighMark and is compensated for these services. Past performance does not guarantee future results. Individual account management and construction will vary depending on each client's investment needs and objectives. **Investments employing HighMark strategies are NOT insured by the FDIC or by any other Federal Government Agency, are NOT Bank deposits, are NOT guaranteed by the Bank or any Bank affiliate, and MAY lose value, including possible loss of principal.**

HIGHMARK CAPITAL MANAGEMENT

350 California Street
Suite 1600
San Francisco, CA 94104
800-582-4734

ABOUT THE ADVISER

HighMark® Capital Management, Inc. (HighMark) has 100 years (including predecessor organizations) of institutional money management experience with $8.6 billion in assets under management and $8.1 billion in assets under advisement*. HighMark has a long term disciplined approach to money management and currently manages assets for a wide array of clients.

ABOUT THE PORTFOLIO MANAGEMENT TEAM

Andrew Brown, CFA®
Senior Portfolio Manager
Investment Experience: since 1994
HighMark Tenure: since 1997
Education: MBA, University of Southern California; BA, University of Southern California

Salvatore "Tory" Milazzo III, CFA®
Senior Portfolio Manager
Investment Experience: since 2004
HighMark Tenure: since 2014
Education: BA, Colgate University

J. Keith Stribling, CFA®
Senior Portfolio Manager
Investment Experience: since 1985
HighMark Tenure: since 1995
Education: BA, Stetson University

Christiane Tsuda
Senior Portfolio Manager
Investment Experience: since 1987
HighMark Tenure: since 2010
Education: BA, International Christian University, Toky

Anne Wimmer, CFA®
Senior Portfolio Manager
Investment Experience: since 1987
HighMark Tenure: since 2007
Education: BA, University of California, Santa Barbara

Randy Yurchak, CFA®
Senior Portfolio Manager
Investment Experience: since 2002
HighMark Tenure: since 2017
Education: MBA, Arizona State University; BS, University of Washington

Asset Allocation Committee
Number of Members: 17
Average Years of Experience: 26
Average Tenure (Years): 14

Manager Review Group
Number of Members: 7
Average Years of Experience: 17
Average Tenure (Years): 8

*Assets under management ("AUM") include assets for which HighMark provides continuous and regular supervisory and management services. Assets under advisement ("AUA") include assets for which HighMark provides certain investmen advisory services (including, but not limited to, investment research and strategies) for client assets of its parent compan MUFG Union Bank, N.A.

Attachment: 05_Investment Strategy Selection Disclosure Form (11749 : PARS Investment Selection)

MARIPOSA COUNTY

County Counsel · (209) 966-3222

MEETING: May 4, 2021

TO: The Board of Supervisors

FROM: Steve Dahlem, County Counsel

RE: Discussion and Direction Regarding the Butterfly Festival Parade Activities

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

Pursuant to Resolution 2021-056, the Butterfly Festival Parade planned for July 3, 2021 is a County sponsored event. As such, the County faces exposure to liability for any personal injuries and/or property damage caused by willful and/or negligent acts or omissions in connection with the parade. The County would ordinarily obtain insurance overage which would apply in the event of a loss.

When the County attempted to obtain insurance for this year's Butterfly Festival Parade, it was denied by the underwriter because of the proposed skydiving and cattle drive activities. Therefore, the County does not have any liability coverage for any aspect of the Butterfly Festival Parade.

The event organizers have offered to have the County named as an additional insured on the policy covering Team Fastrax Professional Skydiving Team, with bodily injury and property damage limits of $5,000,000 per occurrence/$5,000,000 aggregate. This is the same coverage that was approved for the skydiving activities at the 2019 Butterfly Festival Parade.

The event organizers have also offered to obtain insurance covering the cattle drive activity and to name the County as an additional insured on the policy. The organizers have asked what limits of liability the County is requiring.

Event coverage options normally available through the County's insurance are as follows:

<u>General Liability</u>

$1,000,000 per occurrence/$3,000,000 aggregate; or

$2,000,000 per occurrence/$2,000,000 aggregate

Agenda Item - No Resolution Requested

Property Damage

$50,000; or $100,000

Discussion and direction is requested regarding the following issues:

1. Does the County want to maintain its sponsorship of the Butterfly Festival Parade as planned, knowing that there will be no insurance coverage except for the skydiving and cattle drive activities?

2. If the answer to #1 is yes, what are the appropriate limits of liability for the cattle drive activity?

3. If the answer to #1 is no, does the County want to maintain its sponsorship of the Butterfly Festival Parade on the condition that the skydiving and cattle drive activities are cancelled and the County can obtain insurance coverage for all planned event activities?

4. If the answer to #3 is yes, what are the appropriate limits of liability for the event?

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The County has sponsored the Butterfly Festival Parade for a number of years.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Not applicable. This is a discussion and direction item.

RESULT: DIRECTION GIVEN

MARIPOSA COUNTY

Public Works · 209 966 5356

RESOLUTION - ACTION REQUESTED 2021-246

MEETING: May 4, 2021

TO: The Board of Supervisors

FROM: Mike Healy, Public Works Director

RE: Authorize Public Works to Submit a CalFire Grant for Equipment

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

This would be a tremendous benefit to the County in that this equipment could be used to remove fire fuels from the County Right of Way thus making our roadways more of a fuel break and much less susceptible to fire crossing roadways.

Staff has spoken with Chief Ward of County Fire and County Fire is supportive of this grant effort.

The attached Resolution is a requirement of the Grant Submission Package.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board has been supportive of Grant Submissions in the past.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve and this opportunity will be lost.

FINANCIAL IMPACT:
There are no negative financial aspects of filing this grant application

ATTACHMENTS:
Fire Grant Res (PDF)

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

REF ID# 11754

RESOLUTION OF THE BOARD OF SUPERVISORS
OF MARIPOSA COUNTY, STATE OF CALIFORNIA

Resolution Number: _____

WHEREAS the Governor of the State of California in cooperation with the California State Legislature has enacted State of California the **California Climate Investment** program**,** which provides funds to the State of California and its political subdivisions for **fire prevention programs;** and

WHEREAS, the State Department of Forestry and Fire Protection (CAL FIRE) has been delegated the responsibility for the administration of the program within the State, setting up necessary procedures governing application by local agencies, non-profit organizations, and others under the program; and

WHEREAS, the applicant will enter into an agreement with the State of California to carry out the Mariposa County Fuel Reduction Equipment Purchase project.

NOW, THEREFORE, BE IT RESOLVED that the MARIPOSA COUNTY BOARD OF SUPERVISORS:

1. Approves the filing of an application for **"California Climate Investment Fire Prevention Grant Program"**.
2. Certifies that said applicant has or will have sufficient funds to operate and maintain the project.
3. Certifies that funds under the jurisdiction of MARIPOSA COUNTY are available to begin the project.
4. Certifies that said applicant will expend grant funds prior to March 15, 2025.
5. Appoints Mariposa County Director of Public Works and Transportation to conduct all negotiations and submit application; Authorize the Board of Supervisors Chair to execute all other documents including, but not limited to agreements, amendments, payment requests and so on, which may be necessary for the completion of the aforementioned project.

The foregoing resolution was approved and adopted the 4th day of May, 2021 by the following vote:

AYES:
NOES:
ABSENTS:

_____
Signature

_____
Title

---CERTIFICATION OF RESOLUTION---
Please note the person attesting cannot be the person (s) appointed in (5)

ATTEST:

I _____, CLERK OF THE BOARD of the MARIPOSA COUNTY BOARD OF SUPERVISORS, witness my hand or the seal of the MARIPOSA COUNTY BOARD OF SUPERVISORS on the _____ day of _____, 2021.

_____
Signature

_____
Title

OFFICIAL SEAL, OR
NOTARY CERTIFICATION
(If applicable)

APPROVED AS TO LEGAL FORM:

_____
Steven W. Dahlem, County Counsel

Attachment: Fire Grant Res (RES-2021-246 : Authorize Public Works to Submit a CalFire Grant for Equipment)

MARIPOSA COUNTY

County Counsel · (209) 966-3222

RESOLUTION - ACTION REQUESTED 2021-247

MEETING: May 4, 2021

TO: The Board of Supervisors

FROM: Steve Dahlem, County Counsel

RE: Approve a Three Year Contract Between Mariposa County and Knowledge Saves Lives Inc.

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

This training event will consist of four 4-hour, site specific active threat trainings, with up to 125 participants per training. The training is designed for all staff assigned to the individual departments. The annual cost of the training will be $22,780 and will total $68,340 over the 3 year term.

The following locations will have on-site training: Government Center, Hall of Records, Probation Department, District Attorney's Office, and the Public Works Department. Smaller offices will be asked to meet at one of these locations to join in on a training.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
On March 4, 2021, the Mariposa County Safety Committee adopted the department safety plan. The department safety plan calls for this training to take place on an annual basis.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
It is important that all employees feel safe and are trained to be aware of their surroundings and act quickly in the event of an active shooter situation. The consequences of not being prepared could result in injury or death.

FINANCIAL IMPACT:
$22,780 per year for 3 years

ATTACHMENTS:
Knowledge Saves Lives, Inc. Agreement (PDF)

REF ID# 11740

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

CONSULTING and TRAINING SERVICES CONTRACT
between
Mariposa County
And
Knowledge Saves Lives Incorporated

Knowledge Saves Lives Inc.

Contract No. CT-21-131

This Consulting/Training Services Contract ("Contract") is made by and between Mariposa County ("Client") and Knowledge Saves Lives Inc.("Contractor"). The parties agree as follows:

CONTRACTOR DATA

Contractor Name:	Knowledge Saves Lives Inc. (KSL INC.)
Physical Address:	3321 G Street, Suite C
City, State, ZIP:	Merced, CA 95340
Mailing Address:	P.O Box 1366
City, State, ZIP:	Los Banos, CA, 93635
Telephone:	(209) 710-0271
Facsimile:	(209) 325-4296
Email:	Training@knowledgesaveslives.com

Contractor will submit a completed "Request for Taxpayer Identification Number and Certification" (Form W-9) with this signed contract. Payment information will be reported to the Internal Revenue Service under the name and TIN or SSN, whichever is applicable, provided by Contractor. Contractor certifies under penalty of perjury that Contractor is a

Corporation -EIN#27-22307884 California Corporation #3285310 Registered and Licensed since March 10th 2010

TERMS AND CONDITIONS

1. **Term and Termination.** This Contract becomes effective on 5/1/2021. Unless earlier terminated as provided below, this Contract shall continue through 6/30/2024.

2. **Detailed Description of Services / Statement of Work.** "See Exhibit B" Statement of work.

3. **Recitals.**
   a. Consultant. Contractor is a professional consultant, experienced and properly certified/licensed to provide the professional services described herein and is familiar with the plans of the Client.
   b. Project. Client desires to engage Consultant to render its Services (defined below) from 5/1/2021 to 6/30/24.
   c. General Scope of Services. Consultant promises and agrees to furnish all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply professional services, as more particularly described in Exhibit B (Statement of Work) attached hereto and incorporated herein by reference (collectively "Services"). All Services shall be subject to, and performed in accordance with, this Contract, the exhibits attached hereto and incorporated herein by reference, and all applicable local, State and federal laws, rules and regulations.

4. **Contract Documents.** This Contract consists of these Terms and Conditions and the documents ("Exhibits") listed below in descending order of precedence. A conflict in these documents shall be resolved in the priority listed below with these Terms and Conditions taking precedence over all other documents. The Exhibits to this Contract include the following documents:

   Exhibit A Payment Terms

   Exhibit B Statement of Work

Attachment: Knowledge Saves Lives, Inc. Agreement (RES-2021-247 : Approve a Three Year Contract Between Mariposa County and

5. **Reimbursable Expenses; Maximum Total Payment; Invoicing.** Client will make no payment until this Contract is fully executed by the authorized representatives of both parties.

   a. Reimbursable Expenses (please check all that apply): Client shall reimburse Contractor for the following Contractor expenses**: NONE**

   ☒ Client shall pay Contractor as described in attached Exhibit A.

   b. Invoicing (please check one):

   ☒ Invoicing and payment shall be as follows: Upon acceptance, invoice approval, and according to this Contract's Terms and Conditions. Client shall pay invoices net 30 days.

6. **Other Payment Issues.**

   a. Method of Payment: Unless otherwise specified in Section 5 (Reimbursable Expenses; Maximum Total Payment; Invoicing), Client shall pay Contractor net 30 days upon invoice approval and work acceptance.

   b. Payment on Early Termination: Upon termination, pursuant to Section 13 (Early Termination), Client shall pay Contractor as follows:

      (i) If Client terminates this Contract for its convenience under Section 13(a) or 13(b), then Client must pay Contractor for work performed before the termination date if and only if Contractor performed in accordance with this Contract. Client shall not be liable for any direct, indirect, or consequential damages. Termination by Client shall not constitute a waiver of any other claim Client may have against Contractor.

      (ii) If Contractor terminates this Contract under Section 13(c) due to Client's breach, then Client shall pay Contractor for work performed before the termination date if and only if Contractor performed in accordance with this Contract.

      (iii) If Client terminates this Contract under Sections 13(c) or 13(d) due to Contractor's breach, then Client must pay Contractor for work performed before the termination date less any setoff to which Client is entitled and if and only if Contractor performed such work in accordance with this Contract.

7. **Cost Adjustments.** Both parties agree that contracted prices shall be fixed for the duration of this Contract and any amendment or extensions for twelve months. Contractor must submit to Client any proposed cost adjustments at least 60 days before the proposed effective date of such increases with a detailed explanation for each adjustment. Client alone reserves the right to reject any changes to this Contract it deems unacceptable; and any price increases also require the approval of the Client.

8. **Independent Contractor Status.** By its signature on this Contract, Contractor certifies that the service or services to be performed under this Contract are those of an independent contractor, and that Contractor is solely responsible for the work performed under this Contract. Contractor represents and warrants that Contractor, its subcontractors, employees, and agents are not "officers, agents, or employees" of the Client. Contractor shall be responsible for all federal, state, and local taxes and any and all fees applicable to payments for services under this Agreement. Any additional personnel performing the Services under this Contract on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Contract and as required by law including, but not limited to, the payment of prevailing wage, as applicable, and in accordance with Labor Code sections 1720 et seq. and 1770 et seq. The Contractor shall obtain a copy of the prevailing rates of per diem wages applicable to the work to be performed under this Agreement from the website of the Division of Labor Statistics and Research of the Department of Industrial Relations located at www.dir.ca.gov/dlsr/. In the alternative, the Client shall provide Contractor with a copy of the prevailing rates of per diem wages. Contractor shall be responsible for all reports and obligations respecting its employees and subcontractors, including, but not limited to, social security taxes, income tax withholding, unemployment insurance, and workers' compensation insurance.

   If the Client is using State funds for the Services and is required to enforce a labor compliance program, then Contractor will be required to enforce the Client's Labor Compliance Program ("LCP"), as applicable.

9. **Subcontracts and Assignment.** Contractor shall not subcontract, assign, delegate, or transfer any of its duties, rights, or interests under this Contract without the prior written consent of Client. Client may withhold such consent for any or no reason. If Client consents to an assignment or subcontract, then in addition to any other provisions of this Contract, Contractor shall require any permitted subcontractor to be bound by all the terms and conditions of this Contract that

Attachment: Knowledge Saves Lives, Inc. Agreement (RES-2021-247 : Approve a Three Year Contract Between Mariposa County and

would otherwise bind Contractor. The parties agree that any such subcontracts shall be construed as matters solely between the Contractor and its subcontractor and shall have no binding effect on Client.

10. **Successors in Interest.** This Contract shall bind and inure to the benefit of the parties, their successors, and approved assigns, if any.

11. **No Third-Party Beneficiaries.** Client and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract provides any benefit or right, directly or indirectly, to third parties unless they are individually identified by name in this Contract and expressly described as intended beneficiaries of this Contract.

12. **Nonperformance.** As used in this Contract, "failure to perform" means failure, for whatever reason, to deliver goods and/or perform work as specified and scheduled in this Contract. If Contractor fails to perform under this Contract, then Client, after giving seven days' written notice and opportunity to cure to Contractor, has the right to complete the work itself, to obtain the contracted goods and/or services from other contractors, or a combination thereof, as necessary to complete the work. Both parties agree that Contractor shall bear any reasonable cost difference, as measured against any unpaid balance due Contractor, for these substitute goods or services.

13. **Early Termination.** This Contract may be terminated as follows unless otherwise specified herein:

    a. Mutual: Client and Contractor may terminate this Contract at any time by their written agreement.

    b. Client's Sole Discretion: Client in its sole discretion may terminate this Contract for any reason on 30 days' written notice to Contractor.

    c. Breach: Either party may terminate this Contract in the event of a breach by the other party. To be effective, the party seeking termination must give to the other party written notice of the breach and its intent to terminate. If the breaching party does not entirely cure the breach within 15 days of the date of the notice, then the non-breaching party may terminate this Contract at any time thereafter by giving a written notice of termination.

    d. Contractor Licensing, etc.: Notwithstanding Section 13.c, Client may terminate this Contract immediately by written notice to Contractor upon denial, suspension, revocation, or non-renewal of any license, permit, or certificate that Contractor must hold to provide services under this Contract.

    e. Furlough: Client reserves the right to terminate or otherwise suspend this Contract immediately if Client's Board determines that funding is insufficient to remain fully open, calls for a Client-wide furlough or similar temporary Client reduction in operations or such reduction in operations occurs for any other reason. Any temporary closure shall not affect amounts due Contractor under this Contract for any services provided to Client, subject to a pro-rated adjustment for reduction in services or need for goods during the furlough.

14. **Remedies.** In case of Contractor breach and in addition to the provisions of Sections 12 and 13, Client shall be entitled to any other available legal and equitable remedies. In case of Client breach, Contractor's remedy shall be limited to termination of the Contract and receipt of Contract payments to which Contractor is entitled.

15. **Errors.** Contractor shall perform any and all additional work necessary to correct errors in the work required under this Contract without undue delays or additional cost to Client.

16. **Ownership of Work Products.** Contractor agrees that all work products created or developed for Client by Contractor pursuant to this Contract are intended as "works made for hire" and shall be the exclusive property of the Client. If any such work products contain Contractor's intellectual property that is or could be protected by federal copyright, patent, or trademark laws, Contractor hereby grants Client a perpetual, royalty-free, fully-paid, non-exclusive, and irrevocable license to copy, reproduce, deliver, publish, perform, dispose of, and use or re-use, in whole or in part, and to authorize others to do so, all such work products. *Client claims no right to any pre-existing work product of Contractor provided to Client by Contractor in the performance of this Contract, except to copy, use, or re-use any such work product for Client use only.*

17. **Safety.** Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of its employees and subcontractors appropriate to the nature of the services and the conditions under which the services are to be performed. Safety precautions as applicable shall include, but shall not be limited to: (1) adequate life protection and lifesaving equipment and procedures; and (2) instructions in accident prevention for all employees and subcontractors,

Attachment: Knowledge Saves Lives, Inc. Agreement (RES-2021-247 : Approve a Three Year Contract Between Mariposa County and

such as providing personal protective equipment such as ear plugs and safety glasses. The Client is responsible for the attendees wearing appropriate shoes and not allowing open toed shoes such as heels or sandals during a training event. The Client is responsible for maintaining adequate facilities for the proper inspection and maintenance of all safety measures.

18. **Security.** Any disclosure or removal of any Client matter or property by Contractor shall be cause for immediate termination of this Contract. Contractor shall bear sole responsibility for any liability including, but not limited to attorney fees, resulting from any action or suit brought against Client because of Contractor's willful or negligent release of information, documents, or property contained in or on Client property. Client hereby deems all information, documents, and property contained in or on Client property privileged and confidential.

19. **Employee Removal.** At Client's request, Contractor shall immediately remove any Contractor employee from all Client properties in cases where the Client in its sole discretion determines that removal of that employee is in the Client's best interests.

20. **Compliance with Applicable Law.** For the services provided under this Contract, Contractor shall comply with all federal, state, and local laws applicable to public contracts and the work done under this Contract, and with all regulations and administrative rules established pursuant to those laws.

21. **Indemnification.**
    a. Contractor shall defend, indemnify, and hold harmless ("Indemnification") the Client, its trustees, officials, directors, officers, employees, volunteers, and agents from and against all liabilities, losses, expenses, claims, actions, or judgments (including attorney fees) recovered or made against Client for any damage, injury, or death to persons or damage to property caused by the negligent or intentional acts or omissions of Contractor, its officers, employees, agents, or subcontractors (of all tiers) related to Contractor's performance or activities under this Contract. Contractor's Indemnification extends to conditions created by this Contract or based upon violation of any statute, ordinance, or regulation. This provision is in addition to any common law or statutory liability and indemnification rights available to Client. Contractor's Indemnification of Client shall not apply to the extent the damage, injury, or death is caused by the sole negligence or willful misconduct of Client, its officers, directors, employees, volunteers, or agents. Client will promptly notify Contractor in writing of any such claim or demand to indemnify and shall cooperate with Contractor in a reasonable manner to defend such claim.
    b. Client shall defend, indemnify and hold harmless Contractor, its officers, directors, agents, volunteers, and employees from and against all claims, liabilities, losses, expenses, actions, or judgments (including attorneys' fees) that the Services resulted in Post-Traumatic Stress Disorder (PTSD) or other mental or physical condition as a result of participation in any approved training event.

22. **Insurance.** The Contractor shall, at its sole cost and expense, maintain, for the duration of this Contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, Contractor's agents, representatives, officers, employees, or subcontractors (of all tiers). Payment for insurance shall be considered as included in the various items of work as bid or in the lump sum price bid (as the case may be), and no additional payment will be made. The following insurance coverage(s), as applicable, are required:
    a. Commercial general liability insurance in an amount not less than $1,000,000 per occurrence and $2,000,000 general aggregate. Such coverage shall include but shall not be limited to broad form contractual liability, products and completed operations liability, independent contractor's liability, and cross liability protection. The Client, its Board of Supervisors, and their officials, employees, and agents shall be named as additional insureds. There shall be no limitations on the coverage afforded to the Client, its Board of Supervisors, and their officials, employees, and agents.
    b. The Contractor WILL NOT be providing services that require Contractor to transport Client personnel.
    c. Workers' compensation insurance as required by the California Labor Code and employer's liability insurance in an amount of not less than $1,000,000 per accident or occupational illness.
    d. The Contractor IS NOT required to obtain Professional Liability / Errors & Omissions (E&O) liability insurance.

23. **Waiver; Severability.** Waiver of any default or breach under this Contract by Client does not constitute a waiver of any subsequent default or a modification of any other provisions of this Contract. If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held invalid.

Attachment: Knowledge Saves Lives, Inc. Agreement (RES-2021-247 : Approve a Three Year Contract Between Mariposa County and

24. **Non-discrimination Clause.** Both parties agree that no person shall be subject to unlawful discrimination based on race; color; gender; age; religion; national origin; U.S. military veteran status; marital status; sexual orientation; disability; source of income; or political affiliation in programs, activities, services, benefits, or employment in connection with this Contract or in any other manner prohibited by law. The parties further agree not to discriminate in their employment or personnel policies.

25. **Conflict of Interest**. Contractor shall disclose to Client any outside activities or interests that conflict or may conflict with the interests of the Client. Prompt disclosure is required if the activity or interest is related, directly or indirectly, to (1) any activity that Contractor may be involved with on behalf of the Client, or (2) any activity that Contractor may be involved with on behalf of any other firm or agency. In addition, Contractor shall comply with all provisions of the Political Reform Act and implementing regulations, as applicable, and in accordance with the Client's Conflict of Interest Code. Contractor shall be subject to the broadest disclosure category in the Client's Conflict of Interest Code during the term of this Agreement, except to the extent specifically modified in writing by the Client. For the term of this Agreement, no member, officer or employee of Client, during the term of his or her service with Client, shall have any direct interest in this Contract, or obtain any present or anticipated material benefit arising therefrom.

26. **Equal Opportunity Employment.** Contractor represents that it is an equal opportunity employer, and it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, gender identity, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, or termination.

27. **Confidentiality.** Contractor hereby acknowledges that certain records and information maintained by the Client, or by Contractor on behalf of the Client, are protected by law and shall not be released to third parties without express authorization from the Client. Such records include, but are not limited to personnel records. In addition, all ideas, memoranda, plans, strategies, and documents shared with Contractor by Client in connection with the performance of this Contract, not generally known to the public, shall be held confidential by Contractor. Contractor agrees that information acquired by Contractor during meetings with the Client's administrative team, or during closed session Board discussions are deemed confidential and, except to the extent required by law, shall not be shared with third parties without express authorization from the Client.

28. **Controlling Law; Venue.** The parties agree that California law will govern any dispute related to this Contract, and, subject to Section 34, any litigation arising out of the Contract shall be conducted in courts located in Mariposa County, California.

29. **Amendments; Renewal.** Any amendments, consents to or waivers of the terms of this Contract must be in writing and signed by both parties. The parties may renew this Contract by their signed, written instrument.

30. **Counterparts.** The parties may execute this Contract in counterparts, each of which constitutes an original and all of which comprise one and the same Contract. Counterparts may be delivered by electronic means.

31. **Arbitration.** Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation, or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in Mariposa County, California before one arbitrator. The arbitration shall be administered by the Client's appointed arbitrator pursuant to its arbitration rules and procedures, if any. Judgment on the Award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

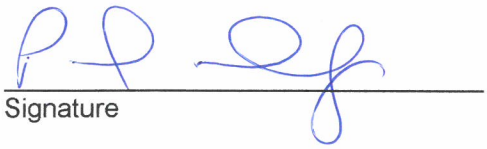
32. **Entire Agreement.** When signed by both parties, this Contract (and any attached exhibits) is their final and entire agreement. As their final and entire expression, this Contract supersedes all prior and contemporaneous oral or written communications between the parties, their agents, and representatives. There are no representations, promises, terms, conditions, or obligations other than those contained herein.

33. **Notices.** All notices or demands of any kind required or desired to be given by Client or Contractor must be in writing and shall be deemed delivered upon depositing the notice or demand in the United States mail, certified or registered, postage prepaid, addressed to the respective party at the addresses herein.

Attachment: Knowledge Saves Lives, Inc. Agreement (RES-2021-247 : Approve a Three Year Contract Between Mariposa County and

I HAVE READ THIS CONTRACT, INCLUDING ALL EXHIBITS. I CERTIFY THAT I HAVE THE AUTHORITY TO SIGN AND ENTER INTO THIS CONTRACT ON BEHALF OF THE PARTY I REPRESENT AND AGREE TO BE BOUND BY ITS TERMS.

CONTRACTOR



Signature

Paul Llanez, Chief Executive Officer
Authorized Representative Printed Name

April 20th 2021
Date

CLIENT

Signature

Printed Name Client Authorized Representative

Date

MAIL CORRESPONDENCE TO

Luiana Irizarry, Chief Financial Officer
Knowledge Saves Lives Inc.
3321 G Street, Suite C
Merced, CA 95340

Attachment: Knowledge Saves Lives, Inc. Agreement (RES-2021-247 : Approve a Three Year Contract Between Mariposa County and

EXHIBIT A

PAYMENT TERMS

The Mariposa County shall pay Knowledge Saves Lives Incorporated the total amount below. Payment shall be made at the completion of the agreement statement of work annually.

Annually:
$22,780.00

3-Year Total:
$68,340.00

For services described in the attached document. Invoice payments should be made to:

Knowledge Saves Lives Inc.
PO Box 1366
Los Banos, CA 93635

Invoice Net 30 upon receipt.

The balance of this page is intentionally left blank.

Attachment: Knowledge Saves Lives, Inc. Agreement (RES-2021-247 : Approve a Three Year Contract Between Mariposa County and

EXHIBIT B

STATEMENT OF WORK

Contractor shall provide the following services:

Active Threat Scenario Training:

Three-year contract for Individual Emergency Preparedness Safety Training event for the employees of Mariposa County located within California. The future training event will consist of four 4-hour, site specific active threat trainings, with up to 125 participants per training annually. The training is designed for all staff assigned to the individual departments. KSL is responsible for providing the emergency preparedness training as well as follow up course evaluations for each attendee and an after-action report of each training provided. The report will be provided to Mariposa County within 14 days following the training event.

Four Trainings Performed in Three Days

Two Sessions:
Location: Parking lot between buildings.
8:00 a.m. – 12:00 p.m. Government Center - $5,695.00
1:00 p.m. – 5:00 p.m. Hall of Records - $5,695.00

One Session:
Location: District Attorney Parking lot.
1:00 p.m. – 5:00 p.m. District Attorney - $5,695.00

One Session:
Location: Public Works Yard.
8:00 a.m. – 12:00 p.m. Public Works - $5,695.00

The balance of this page is intentionally left blank.

Attachment: Knowledge Saves Lives, Inc. Agreement (RES-2021-247 : Approve a Three Year Contract Between Mariposa County and