MARIPOSA COUNTY

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

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

ACTION SUMMARY MINUTES

February 2, 2021

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

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

B. Pledge of Allegiance

Chair Long led the Pledge of Allegiance.

C. Introductions

None.

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

No public input. Supervisor Smallcombe expressed thanks for CA5. Supervisor Long and Mike Healy/Public Works Director discussed the reduction of cost reflected by CA8.

RESULT: **ADOPTED [UNANIMOUS]**

MOVER: Rosemarie Smallcombe, District I Supervisor

SECONDER: Wayne Forsythe, District IV Supervisor

AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

CA1. **Health and Human Services** **RES-2021-49**

Resolution Continuing a Shelter Crisis Local Emergency in Mariposa County

CA2. **Health and Human Services RES-2021-50**

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

CA3. **Sheriff's Office RES-2021-51**

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

CA4. **Sheriff's Office RES-2021-52**

Resolution Continuing the Local Emergency Due to the Mono Wind Event

CA5. **Administration RES-2021-53**

Ratify a Letter of Support for the Upper Merced River Watershed Council's (UMRWC) Grant Application for the WaterSmart Grant Program, Titled "Revive + Redefine"

CA6. **HHS/Behavioral Health & Recovery Services RES-2021-54**

Approve a Three Year Agreement with the County of El Dorado to Provide Acute Psychiatric Inpatient Care Services for Clients Referred by Mariposa County Behavioral Health in an Amount Not to Exceed $50,000 Per Fiscal Year for a Total Agreement Amount Not to Exceed $150,000; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA7. Item Considered Separately

CA8. **Public Works RES-2021-55**

Rescind Resolution 2020-386; Approve a Revised Lease to Own Agreement with Holt of California Resulting in a Lower Monthly Lease to Own Interest Rate; and Authorize the Public Works Director to Sign the Agreement

Items Considered Separately

CA7. **Planning 2021-14**

Acknowledge the Service of Kathleen Morse on the Housing Programs Advisory Committee; and Re-Appoint Heath Harris, Roger Powell and Doreen Schmidt on the Housing Programs Advisory Committee for Terms to Expire February 2, 2024

This item was separated from the Consent agenda at Supervisor Forsythe's request as his son-in-law is one of the appointees.

9:07 AM Supervisor Forsythe left the Chambers.

Supervisor Smallcombe and Sarah Williams/Planning Director discussed the membership categories and vacancies that exist on the committees. No public input.

9:13 AM Supervisor Forsythe returned to the Chambers after the vote was taken.

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

E. Board Recognitions

1. **Board of Supervisors 2021-15**

Proclaim the Month of February 2021 as "American Heart Month", and February 5, 2021, as "Wear Red Day" (Board Chair)

Dr. Kenneth Smith/John C. Fremont Healthcare District (JCFHD) made the presentation by discussing the importance of heart health. Therese Williams/JCFHD Director of Public Relations and Community Outreach advised of upcoming C.P.R. classes in Mariposa on February 21st and on February 27th in Greeley Hill. Supervisor Smallcombe and Dr. Smith discussed potential complications to heart health after having Covid-19. No public comment.

Chair Long presented the Proclamation to Dr. Smith, Ms. Williams, and Matthew Matthiessen/JCFHD Chief Executive Officer.

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

F. Departmental Presentation

Kristina Allen/Health and Human Services Agency (HHSA) Deputy Director of Public Health advised of a new grant award or 1.6 million dollars for continued funding of the COVID-19 contact tracing, epidemiology, and more. She also advised that the County's vaccine clinics are ongoing and have been successful; noted the numbers of people served in different clinics; and discussed how the lists are compiled and the appointments scheduled. Dr. Allen also advised that the State is working on implementing a third party administrator for distribution of vaccines; noted that Dr. Sergienko does not support this; advised that he has written a letter to our State representatives; and noted a joint letter going out from the California State Association of Counties (CSAC), Rural County Representatives of California (RCRC), and others which was sent to the Governor. Supervisor Forsythe advised that he has received nothing but compliments on the efficiency of the vaccination clinics.

Mike Healy/Public Works Director discussed effects of the Mono Wind event and extended kudos to Public Works staff for their work. Mr. Healy also announced that recruitments are open for summer Day Camp staff and can be found on the County's website; and advised that they will also be holding a lifeguard training session. He also provided an update on the downtown project, noting that they successfully met a provision after moving the parking lots from phase 1 to phase 2. Regarding the parking lots, Mr. Healy reminded that project money cannot be spent on property that

the County does not own; reported that the negotiator is still having conversations with some of the parking lot owners; advised that he plans on encouraging the land owners to supply counter offers to keep the discussions moving; and noted that if we cannot purchase the land, the money will need to be applied to something else. Mr. Healy also reminded that Caltrans will be making a presentation to the Board on the Ferguson Slide area on February 23rd, and noted that he is also seeking a date on the 140 resurfacing and 49 resurfacing projects.

Shannon Gadd/HHSA Director advised that all fifteen families who were housed during the storm have returned to their homes, noting that many had medical needs. She also advised that she went up to Fish Camp this weekend and was amazed and stunned by the snow and devastation. Ms. Gadd also reminded that anyone who needs assistance, of any kind, should reach out to HHSA.

Dallin Kimble/County Administrative Officer noted that the ERP budget module went live yesterday, and advised that today is the first day for Joe Lynch in the HR Office. Mr. Kimble also reported on a survey that went out on Friday, stressing that it is a hypothetical exercise and that there is no million dollars sitting around somewhere. He noted that there have been more than 160 responses; advised that notices have also gone out to area newspapers; and noted that he will be coming back to the Board with the results when the survey is finished. In response to an inquiry from Supervisor Smallcombe, Mr. Kimble noted that he did not put an end date on the survey because he was not sure when the newspaper notices would be published.

G. Public Comment on Non-Agenda Items

None.

H. Regular Agenda Items

1. **Public Works (ID # 11357)**

Discussion and Direction Regarding the Mariposa Butterfly Festival

Mike Healy noted that this item was brought forward at the request of Supervisor Forsythe. Mr. Healy introduced Bill Lowe/Butterfly Festival President who showed a video advertisement and gave the presentation with the assistance of Kimberly Vaughn/Creative Director. During public comment, support for the Butterfly Festival was expressed by Julie Hadzega/Yosemite-Mariposa County Tourism Bureau Operations Manager.

RESULT: PRESENTATION MADE

2. **Public Works RES-2021-56**

Declare the 2021 Butterfly Festival Parade a County Sponsored Event and Waive Encroachment Permit Fees Subject to the Approval of the Health Officer and Adherence with Any State or Local COVID -19 Health Officer Orders Impacting Public Events

Mike Healy gave the staff report. No public comment.

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

3. **Administration/Human Resources RES-2021-57**

Approve a Policy for Physicals for Mariposa County Volunteer Firefighters

Dallin Kimble introduced Steve Ward/CAL FIRE - County Fire Chief who gave the staff report. Board discussion ensued regarding current departmental health and wellness practices, the DMV physicals, whether the policy should be applicable to medical responders, the extent to which medical responders engage on calls, and potential changes to the policy. The Board concurred with approving the policy as written without change. No public comment.

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

I. Items removed from Consent Agenda

None.

J. Board Information

Information Received.

K. Adjournment

11:01 AM Chair Long adjourned the meeting in memory of Richard Warren Shelton, and Alton Vasquez Unger.

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 2021-49

MEETING: February 2, 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: Rosemarie Smallcombe, District I 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 2021-50

MEETING: February 2, 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: Rosemarie Smallcombe, District I Supervisor
SECONDER: Wayne Forsythe, District IV Supervisor
AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

MARIPOSA COUNTY

Sheriff's Office · 209 966-3615

RESOLUTION - ACTION REQUESTED 2021-51

MEETING: February 2, 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: Rosemarie Smallcombe, District I Supervisor
SECONDER: Wayne Forsythe, District IV Supervisor
AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

MARIPOSA COUNTY

Sheriff's Office · 209 966-3615

RESOLUTION - ACTION REQUESTED 2021-52

MEETING: February 2, 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 Mono Wind Event.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

January 22nd, 2020: The Board ratified the January 19th, 2020 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: Rosemarie Smallcombe, District I Supervisor
SECONDER: Wayne Forsythe, District IV Supervisor
AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

MARIPOSA COUNTY

Administration · 966-3222

RESOLUTION - ACTION REQUESTED 2021-53

MEETING: February 2, 2021

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Ratify a Letter of Support for WaterSmart Grant Application

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RECOMMENDATION AND JUSTIFICATION:
Ratify a Letter of Support for the Upper Merced River Watershed Council's (UMRWC) Grant Application for the WaterSmart Grant Program, Titled "Revive + Redefine".

UMRWC's application would facilitate a collaboration of stakeholders interested in preserving natural resources, mitigating the effects of disasters, enhancing recreational opportunities, and ensuring the wild and scenic Merced River will be enjoyed by may generations to come.

Given its alignment with the legislative platform and the short time frame, staff has already sent this letter of support and recommends approval of this request to ratify that action.

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

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

ATTACHMENTS:
WaterSmart Grant Application Letter (PDF)

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

Mariposa County Board of Supervisors

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

DALLIN KIMBLE
County Administrative Officer

RENÉ LAROCHE
Clerk of the Board

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January 15, 2021

Bureau of Reclamation
Financial Assistance Operations
Attn: Mr. Edmund Weakland
P.O. Box 25007, MS 84-27815
Denver, CO 80225

Re: Upper Merced River Watershed Council's WaterSmart grant application

Dear Mr. Weakland,

On behalf of the Mariposa County Board of Supervisors, I urge you to approve the Upper Merced River Watershed Council's application for the WaterSmart grant program titled: "Revive + Redefine: Developing the Upper Merced River Watershed Council (UMRWC) and Facilitating a Restoration Plan for the Upper Merced Wild and Scenic River". UMRWC's application would facilitate a collaboration of stakeholders interested in preserving natural resources, mitigating the effects of disasters, enhancing recreational opportunities, and ensuring the Wild and Scenic Merced River will be enjoyed by many generations to come.

The Merced River meanders more than 145 miles with most of those miles traveling through Mariposa County. 122.5 miles are protected by the Wild and Scenic Rivers Act. Except for small sections of privately owned land in the Merced River Canyon, the waters of the Merced flow over federal lands managed by Yosemite National Park, the Stanislaus National Forest (contracted for management purposes to the Sierra National Forest), and the Bureau of Land Management (BLM).

In addition to being a delightful resource for Mariposans, the Merced River is enjoyed by the nearly five million annual visitors that come to recreate on public lands. Those visitors are essential to Mariposa County's economy. Further downstream, the Merced River supplies water for the San Joaquin Valley, called "the food basket of the world," which produces two-thirds of the nation's fruit and ninety percent of nuts grown in the United States.

In the last five years, Mariposa County has experienced an increase in both the frequency and scale of natural disasters. More than 82,000 acres burned adjacent to the Merced River in the 2017 Detwiler Fire. The river canyon was the focus of the 2018 Ferguson Fire, which burned more than 97,000 acres. Drought, tree mortality, floods, wildfires, rock falls and other disasters have impacted our landscape, our economy, and our quality of life. With disasters and related impacts far beyond the County's ability to mitigate, we continue to depend on nonprofit, state and federal partners for our success.

UMRWC has, for most of the last twenty years, focused on maintaining collaborative relationships with the U.S. Forest Service and BLM to protect and restore trails in and around the Merced River Canyon. Now, in the face of escalating disasters, those relationships are increasingly important for preservation and restoration of watersheds, forested lands and native flora and fauna. All available resources are needed to engage stakeholders and facilitate the identification and achievement of shared goals and objects.

UMRWC led many such conversations for two decades, enlisting hundreds of volunteers to remove invasive weeds, clear and maintain trails and remove trash from along the Merced River. While UMRWC has suffered setbacks, including funding cuts and a fire that destroyed most of their records, its members created a framework for collaboration that continues today and is vital to our shared future.

WaterSmart grant funds would permit the UMRWC to not only reestablish its role as convener of stakeholders focused on the health of the Merced River, but also to expand its reach to include other agencies, more community organizations and individual members and volunteers. The funding would support development of a shared vision and a strategic work plan focused on remediation of damages caused by recent fires and floods.

The UMRWC and the Strategic Work Plan can facilitate the preservation of the natural resources in the Merced River watershed for generations to come, thereby providing continued support of our economy and the health of our community. For these reasons, and for the benefit of our residents and the millions of Americans that benefit from the recreational and agricultural opportunities afforded by the Merced River, I urge your approval of the UMRWC grant application.

Thank you for your favorable consideration,

Marshall Long, Chair

MARIPOSA COUNTY

HHS/Behavioral Health & Recovery Services · (209) 9

RESOLUTION - ACTION REQUESTED 2021-54

MEETING: February 2, 2021

TO: The Board of Supervisors

FROM: Shannon Gadd, Health and Human Services Agency Director

RE: Agreement with El Dorado County to Provide Inpatient Services

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RECOMMENDATION AND JUSTIFICATION:
Approve a Three Year Agreement with the County of El Dorado to provide acute psychiatric inpatient care services for clients referred by Mariposa County Behavioral Health in an amount not to exceed $50,000 per fiscal year for a total agreement amount not to exceed $150,000; and authorize the Board of Supervisors Chair to sign the Agreement.

The County does not operate acute psychiatric inpatient care facilities and therefore contracts for such placements. Multiple contracts are necessary to meet the potential need for mental health emergency services because beds are in short supply throughout California. If the County limits the number of contracts, there would likely come a time that someone were in danger to themselves or others, and no bed space would be available.

This term of this agreement will cover the period of February 1, 2021 through January 31, 2024.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The existing contract was approved by the Board on January 23, 2018 through Resolution No. 2018-32.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
If this contract is not approved, Behavioral Health crisis response workers may have greater difficulty in placing clients who require emergency psychiatric hospitalization.

FINANCIAL IMPACT:
There is sufficient funding for this Agreement in the Behavioral Health budget line1-0402-622.04-24. The cost will include the daily Psychiatric Health Facility fee, currently $835, and the mental health services as may be necessary for a client listed on Exhibit A, plus 15% administrative costs as stated under Article III A. of the contract. There is no impact to the County General Fund.

ATTACHMENTS:
El Dorado County PHF Agreement Wcsignature (PDF)
Executed Resolution 185-2020 EDC (PDF)

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

AGREEMENT FOR SERVICES #AMS20-73

Use of County of El Dorado Psychiatric Health Facility

THIS AGREEMENT is made and entered into by and between the County of Mariposa, a political subdivision of the State of California (hereinafter referred to as "Admitting County") and the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "El Dorado").

RECITALS

WHEREAS, in accordance with the current mental health legislation, Admitting County has been charged with the responsibility of providing mental health services for mentally disordered persons (Client[s]) in the County of Mariposa, and;

WHEREAS, El Dorado County Health and Human Services Agency, Behavioral Health Division, contracts with Telecare Corporation, Inc., (hereinafter referred to as Contractor Designee), to operate a licensed 16-bed Psychiatric Health Facility (PHF), within the geographic boundaries of El Dorado County, staffed to provide acute psychiatric inpatient care and maintenance for mentally disordered persons; and

WHEREAS, it is the responsibility of El Dorado and its Contractor Designee to assure that the inpatient services rendered to Clients admitted to El Dorado's facility are consistent with State and federal laws; and

WHEREAS, it is the intent of the parties hereto that such services be in conformity with all applicable federal, State (all references to "State" in this Agreement shall mean the State of California unless otherwise specified), and local laws.

NOW, THEREFORE, Admitting County and El Dorado mutually agree as follows:

ARTICLE I

Scope of Services:

A. **Eligibility:** El Dorado, through its Contractor Designee, shall provide acute psychiatric inpatient services required of a PHF to Clients of Admitting County who meet the following eligibility requirements:
   1. Clients to be served under this Agreement must be age eighteen (18) or older and eligible for mental health services in conformance with all applicable federal and State statutes.

2. Clients may be either on voluntary or involuntary status.
   a. Admitting County understands and accepts that Clients are encouraged and permitted to sign in as a voluntary commitment when possible and appropriate.
   b. Clients to be admitted under Welfare and Institutions Code (WIC) §5150 shall be assessed to determine the appropriateness of the involuntary detention prior to admission at El Dorado's PHF facility.
      i. Preliminary assessment of clients may be conducted by Admitting County's, El Dorado's, or other appropriate and qualified clinical staff as authorized by WIC §5150 (e.g., appropriate and qualified clinical staff in one of the other 56 counties in the State).
      ii. Final assessment of clients shall be conducted by El Dorado or Contractor Designee's appropriate and qualified staff as authorized by WIC §5150.
3. All persons referred for admission to El Dorado's PHF facility shall be medically cleared for admission to a non-medical facility prior to acceptance and admission of the Client to El Dorado's PHF.
   a. Criteria and requirements for medical clearance will be determined by El Dorado or Contractor Designee, as appropriate.
   b. Payment for medical clearance shall not be the responsibility of El Dorado or its Contractor Designee.

B. **Admissions Procedure:** The specific admission procedures shall be mutually agreed upon by the respective El Dorado's Contractor Designee and Admitting County's designee.
   1. Referrals: Admitting County agrees that those Clients referred to, and accepted by, El Dorado, through its Contractor Designee, shall receive acute psychiatric mental health services.
   2. Admission Processing: Admitting County agrees to cooperate with the admission process as established between El Dorado and Contractor Designee.
      a. Admitting County's residents presenting for crisis evaluation in El Dorado, and detained pursuant to WIC §5150, shall be assessed by El Dorado Behavioral Health Division Psychiatric Emergency Services (PES) staff.
         i. If, following assessment, PES staff determine that the individual being assessed meets the WIC §5150 criteria, PES staff shall refer the individual to the Admitting County for possible admission to the PHF.
         ii. Upon notification of Admitting County's responsibility for the resident, Admitting County may authorize admission and payment consistent with the terms of this Agreement, or alternatively, Admitting County may arrange for transfer to another treatment facility; and shall do so within a timeframe as agreed upon between Admitting County and El Dorado, or Contractor Designee, as appropriate.
         iii. Admitting County's failure to notify El Dorado of its placement preferences within the agreed upon timeframe shall result in El Dorado referring Admitting County's Client to any accepting acute psychiatric facility and all costs related to the resulting admission shall not be the responsibility of El Dorado.

C. **Admission Approval:**
   1. Admissions to the PHF shall be approved by El Dorado's Behavioral Health Medical Director or his/her designee, or by Contractor Designee's on-duty Psychiatrist, prior to admission.

2. El Dorado further reserves the right to deny any referral at the sole discretion of Behavioral Health Medical Director, his/her designee, or Contractor Designee's on-duty Psychiatrist,
3. The PHF will not be required to accept referrals for treatment of any individual in lawful custody including but not limited to being incarcerated in jail or any other penal institutions.
4. El Dorado or Contractor Designee's professional staff shall determine the length of stay of each Admitting County Client accepted.
5. Exclusions from Admission to PHF: Upon discovery that any of the following conditions, or other criteria cited in Contractor Designee's Exclusionary Criteria then in effect, Admitting County's Client may be excluded from admission to the PHF:
   a. Medical emergencies.
   b. Primary diagnosis of dementia, traumatic brain injury, eating disorder, or substance abuse.
   c. Medical-surgical complications that preclude participation in the therapeutic program.
   d. Any medical condition that exceeds the capacity of the PHF to provide appropriate medical care including, but not limited to, ongoing need for deep wound care, intravenous therapy, oxygen therapy, tube feeding, substance withdrawal, and delirium tremens.

Should it be discovered that an Admitting County Client meets any of the exclusionary criteria during their stay, immediately upon notice from El Dorado or Contractor Designee, Admitting County shall make arrangements to transfer the Client.

D. **Bed Availability:** The PHF shall not be required to accept any referrals for bed requests from Admitting County if El Dorado or Contractor Designee determines that there is insufficient bed capacity or if acceptance of referral may cause harm or danger to Client, El Dorado, or Contractor Designee.

E. Direction and Supervision:

1. Acute psychiatric inpatient services shall be provided by El Dorado's Contractor Designee for Admitting County Clients under the general supervision of Admitting County's Director or designee.

F. **Coordination of Care:** Admitting County and El Dorado agree that both parties' clinical staff, including Contractor Designee's staff, will fully communicate and cooperate in the development of treatment, planning, determination of length of stay, and readiness for discharge and in the process of planned transition back into the community.

1. Admitting County, El Dorado, and Contractor Designee may freely exchange Client information to ensure the appropriate level and delivery of care for acute psychiatric mental health services.
2. El Dorado or Contractor Designee shall coordinate unforeseen and necessary medical emergency services on an "as required" basis as part of the inpatient treatment services.
   a. Any costs associated with said medical emergency services that are not covered by insurance, including but not limited to Medi-Cal, shall be the sole and separate responsibility of Admitting County.
   b. El Dorado or Contractor Designee shall promptly notify Admitting County if necessary medical emergency services are required.
3. El Dorado and/or Contractor Designee may, but are not required to, provide non-elective ancillary medical services as part of the inpatient treatment services.

G. **Concurrent Review:**
   1. Within twenty-four (24) hours of admission, El Dorado's Contractor Designee shall notify Admitting County's Utilization Review Team via a faxed notification packet that an individual believed to be the fiscal responsibility of Admitting County has been admitted. The notification packet shall include a client face sheet, involuntary hold, verification of Medi-Cal eligibility or other insurance, and medical records that have been completed, if any.
   2. Within twenty-four (24) hours of completion of the Psychiatric History/Initial Psychiatric Evaluation, El Dorado's Contractor Designee shall fax the Psychiatric History/Initial Psychiatric Evaluation to Admitting County.
   3. Prior to the end of each period for each Client for whom Admitting County authorizes continued acute or administrative stay, El Dorado's Contractor Designee shall fax to Admitting County all available psychiatry notes, nursing notes, and social worker notes for services provided during the expiring authorization period.
   4. El Dorado or its Contracted Designee's failure to provide concurrent review documentation may result in Admitting County's withholding authorization or payment for the period of hospitalization.
   5. El Dorado may revise this Concurrent Review section upon receipt of new guidance from the State and/or agreement between Admitting County and El Dorado. Such changes shall be memorialized via a letter signed by El Dorado's Contract Administrator and acknowledged via letter by Admitting County, and shall not require a contract amendment.

H. **Aftercare and Discharge:** It is Admitting County's responsibility to facilitate timely and appropriate aftercare treatment and/or placement of Clients discharged from El Dorado's PHF. To this end, it is the sole responsibility of Admitting County to maintain adequate aftercare services so that efficient referral to these services are part of the discharge planning of Clients, including provision of Client transportation to/from services as necessary.

I. **Documentation:** Documentation of services provided by El Dorado, or Contractor Designee, for each Client of Admitting County shall be available for review by Admitting County upon written request.

J. **Transportation Costs:** All transportation of Clients to and from El Dorado's PHF or any subsequent aftercare services are the sole responsibility of Admitting County. In the event Admitting County cannot provide transportation, it may request assistance from El Dorado or Contractor Designee. El Dorado, and/or Contractor Designee, in its sole discretion, may decline to provide transportation based on availability of resources.

K. **Non-Discrimination:** Services under this Agreement shall be rendered without regard to race, ethnic group identification, color, sex, religion or religious creed, national origin, ancestry, handicap, physical or mental status as specified in applicable federal and State laws.

ARTICLE II

Term: This Agreement shall become effective when fully executed by both parties hereto and shall cover the period February 1, 2021 through January 31, 2024, unless the Agreement is terminated by either party in accordance with Article XIII, "Default, Termination, and Cancellation."

ARTICLE III

Compensation:

A. **Bed Per-Day Rate:** Admitting County shall pay El Dorado the County Published Rate plus 15% administrative cost rounded up to the nearest whole dollar.

1. **Inclusions:** The day rate per bed shall be all-inclusive, except as detailed herein in section titled "Transportation" and separately as described as "medical emergency services", including but not limited to facilities, medications, psychiatrist's time, laboratory work, and Certification Review Hearings.
   a. The full per-day rate shall apply to the day of admission regardless of the time of admission.
   b. Payment is due from Admitting County for each day of acute inpatient psychiatric service and administrative day, *including* the day of admission and *excluding* the day of discharge. Administrative days are billed at the acute rate.
2. **Published Rate:** The County Published Rate in effect at the time of this Agreement is attached hereto as Exhibit A, incorporated herein and made by reference a part hereof. El Dorado may change the PHF Published Rate at any time during the term of this Agreement.
   a. **Provision for Rate Change:**
      i. El Dorado shall notify Admitting County in writing within fifteen (15) days of the adoption of the change in Published Rate pursuant to the provisions contained in this Agreement under Article XV, "Notice to Parties."
      ii. The changed County Published Rate, plus the administrative fee, shall apply to any services performed thirty (30) days after the date of adoption of the rate change.
3. **Transportation:** In the event El Dorado agrees to provide transportation for Admitting County Clients, Admitting County shall reimburse El Dorado at the rate of $25.00/hour per driver plus mileage at the federal mileage reimbursement rate in effect at the time services are provided.

B. **Client Billing:** El Dorado will bill Medi-Cal and any other applicable State, federal, or private sources available at the time services are performed.

1. Admitting County will be charged the contracted rate less a credit for anticipated payments due to El Dorado billing available sources as stated in this section herein.
2. Inpatient days (both acute and administrative day) that cannot be billed pursuant to Section B. "Client Billing" herein shall remain the financial responsibility of Admitting County at the contracted rate.
3. Any credit provided to Admitting County for billing per section B. "Client Billing" herein that is subsequently disallowed shall be reimbursed to El Dorado by Admitting County.

C. **Payment:** Payments for acute inpatient mental health services and/or transportation provided to Clients shall be made by Admitting County to El Dorado within forty-five (45) days of receipt of invoice.

ARTICLE IV

Maximum Obligation: The maximum contractual obligation for the term of this Agreement shall not exceed $50,000.00 per fiscal year for the term of this Agreement. Fiscal year shall be defined as an accounting period of twelve (12) months that, for the purposes of this Agreement, begins on July 1 and ends on June 30 of the following year.

ARTICLE V

Audit by California State Auditor: El Dorado acknowledges that if total compensation under this Agreement is greater than $10,000.00, this Agreement is subject to examination and audit by the California State Auditor for a period of three (3) years, or for any longer period required by law, after final payment under this Agreement, pursuant to California Government Code §8546.7. In order to facilitate these potential examinations and audits, El Dorado shall maintain, for a period of at least three (3) years, or for any longer period required by law, after final payment under the Agreement, all books, records and documentation necessary to demonstrate performance under the Agreement.

ARTICLE VI

Applicable Records: El Dorado shall maintain for four (4) years or until certification review findings are resolved, whichever is later, adequate records on each Admitting County Client served, including intake information and a record of services provided by El Dorado staff in sufficient detail to make possible an evaluation of services and shall contain all the data necessary for reporting to the California State Department of Health Care Services, including records of interviews and progress notes. El Dorado shall maintain complete financial records. Any apportionment of costs shall be made in accordance with generally accepted accounting principles and shall evidence proper audit trails reflecting the true cost of services rendered. Statistical data shall be kept and reports made as required by Admitting County and the State Department of Health Care Services in a form specified by either.

All records shall be available for inspection for auditing purposes by Admitting County or the State Department of Health Care Services at reasonable times during normal business hours. El Dorado agrees to extend to Admitting County the right to review and investigate all records, program, or written procedures relating to Admitting County Clients at any reasonable time; El Dorado agrees to provide Admitting County data in a timely fashion as directed and as specified by the Admitting County.

ARTICLE VII

Rules and Laws: El Dorado and Admitting County agree that both are bound in the accomplishment of this Agreement by provisions of WIC § 5600 et seq.; Title 9, CA Code of Regulations Division 1, Chapter 10; regulations of the State Department of Health Care Services; the Local Mental Health Authority; and other applicable laws, regulations and policies governing the provisions of public mental health services. El Dorado and Admitting County agree to maintain the confidentiality of Client information and records as provided by applicable law; notwithstanding, professional records and Admitting County Client information shall be interchangeable between El Dorado and Admitting County to establish and support a high level of clinical services and continuity of care and aftercare services.

ARTICLE VIII

Confidentiality: El Dorado shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement except

for statistical information not identifying any Client. El Dorado shall not use such information for any purpose other than carrying out El Dorado's obligations under this Agreement. El Dorado shall promptly transmit to Admitting County all requests including any subpoenas issued for disclosure of such information not emanating from the Client. El Dorado shall not disclose, except as otherwise specifically permitted by this Agreement or authorized by the Client, any such information to anyone other than Admitting County, except when ordered by a court. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voiceprint or a photograph. If El Dorado or Contractor Designee receives any individually identifiable health information ("Protected Health Information" or "PHI") from Admitting County, or creates or receives any PHI on behalf of Admitting County, El Dorado and its Contractor Designee shall maintain the security and confidentiality of such PHI as required by applicable laws and regulations, including the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the regulations promulgated thereunder.

ARTICLE IX

HIPAA Compliance: The parties acknowledge the existence of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations. Admitting County is a Hybrid Entity under said Act, and El Dorado, a health care provider as defined in HIPAA (Title 45 C.F.R. § 160.103), is a Covered Entity under said Act. Each Covered Entity hereby represents that they are and shall remain in compliance with the rules and regulations of said Act as required by law. Each Covered Entity understands that it has obligations with respect to the confidentiality, privacy, and security of Clients' medical information, and must take certain steps to preserve the confidentiality of this information, including the training of staff and the establishment of proper procedures for the release of such information as required by HIPAA.

The parties acknowledge that the disclosures of Protected Health Information specified herein concern the provision of health care services to, and the treatment of, individuals only. Therefore, pursuant to Title 45 C.F.R. § 164.502(e)(1)(ii)(A), Admitting County and El Dorado are not required to enter into a separate business associate agreement. Although not presently required and to the extent that it may in the future become mandatory that the parties execute a business associate agreement pursuant to HIPAA, such an agreement shall be executed and made part hereof. Failure or refusal of a party to execute a business associate agreement when required by law shall constitute a basis for termination of this Agreement in its entirety.

ARTICLE X

Independent Status of El Dorado: The parties hereto agree that El Dorado, its Contractor Designee, agents, and employees, including its professional and non-professional staff, in the performance of the Agreement shall act in an independent capacity and not as officers, employees, or agents of Admitting County. El Dorado and its Contractor Designee shall furnish all personnel, supplies, equipment, furniture, insurance, utilities, telephone, and physical plant necessary for the performance of the mental health services to be provided by El Dorado and its Contractor Designee pursuant to the Agreement.

ARTICLE XI

Changes to Agreement: This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.

ARTICLE XII

Fiscal Considerations: The parties to this Agreement recognize and acknowledge that both El Dorado and Admitting County are political subdivisions of the State of California. As such, both are subject to the provisions of Article XVI, § 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment or services not budgeted in a given fiscal year. It is further understood that, in the normal course of Admitting County and El Dorado's businesses, they will adopt a proposed budget prior to a given fiscal year but that the final adoption of a budget does not occur until after the beginning of the fiscal year.

Notwithstanding any other provision of this Agreement to the contrary, either party shall give notice of cancellation of the Agreement in the event of adoption of a proposed budget that does not provide for funds for the services, products or equipment subject herein. Such notice shall become effective upon the adoption of a final budget, which does not provide funding for this Agreement.

Upon the effective date of such notice, this Agreement shall be automatically terminated and Admitting County and El Dorado released from any further liability hereunder. In addition to the above, should the respective Boards of Supervisors, during the course of a given year, for financial reasons reduce or order a reduction in the budget for either Admitting County or El Dorado's departments for which services were contracted to be performed, pursuant to this paragraph, this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

ARTICLE XIII

Default, Termination, and Cancellation:

A. Default: Upon the occurrence of any default of the provisions of this Agreement, a party shall give written notice of said default to the party in default (notice). If the party in default does not cure the default within ten (10) days of the date of notice (time to cure), then such party shall be in default. The time to cure may be extended in the discretion of the party giving notice. Any extension of time to cure must be in writing, prepared by the party in default for signature by the party giving notice, and must specify the reason(s) for the extension and the date in which the extension of time to cure expires.

   Notice given under this section shall specify the alleged default and the applicable Agreement provision and shall demand that the party in default perform the provisions of this Agreement within the applicable period of time. No such notice shall be deemed a termination of this Agreement unless the party giving notice so elects in subsequent written notice after the time to cure has expired.

B. Ceasing Performance: Either Admitting County or El Dorado may terminate this Agreement in the event either becomes unable to substantially perform any term or condition of this Agreement.

C. Termination or Cancellation without Cause: Either Admitting County or El Dorado may terminate this Agreement in whole or in part upon thirty (30) calendar days written notice by either party without cause. If such prior termination is effected, Admitting County will pay for satisfactory services rendered prior to the effective dates as set forth in the Notice of Termination provided to El Dorado, and for such other services, which Admitting County may agree to in writing as necessary for contract resolution. In no event, however, shall Admitting County be obligated to pay more than the total amount of the Agreement. Upon receipt of a Notice of Termination, El Dorado shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the notice directs otherwise. In the event of termination for default, Admitting County reserves the right to take over and complete the work by contract or by any other means.

ARTICLE XIV

Change of Address: In the event of a change in address for Admitting County's principal place of business, Agent for Service of Process, or Notices to Parties, Admitting County notify El Dorado in writing pursuant to the provisions contained in this Agreement under Article XV, "Notice to Parties." Said notice shall become part of this Agreement upon acknowledgment in writing by El Dorado Contract Administrator, and no further amendment of the Agreement shall be necessary provided such change of address does not conflict with any other provisions of this Agreement.

In the event of a change in address for any El Dorado office or location referred to or impacted by this Agreement, County shall notify Contractor in writing pursuant to the provisions contained herein this Agreement under Article XV, "Notice to Parties." Said Notice shall become part of this Agreement and no further amendment of the Agreement shall be necessary provided that such change of address does not conflict with any other provisions of this Agreement.

ARTICLE XV

Notice to Parties: All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested.

Notices to El Dorado shall be addressed as follows:

COUNTY OF EL DORADO
Health And Human Services Agency
3057 Briw Road
Placerville, CA 95667
ATTN: Contracts Unit

Or to such other location as El Dorado directs

with a copy to:

COUNTY OF EL DORADO
Chief Administrative Office
Procurement And Contracts Division
330 Fair Lane
Placerville, CA 95667-5321
ATTN: Purchasing Agent

Notices to Admitting County shall be addressed as follows:

COUNTY OF MARIPOSA
P.O. Box 99
Mariposa, CA 95338
ATTN: Director, or successor

Or to such other location as the Admitting County directs.

ARTICLE XVI

Indemnity: Admitting County shall be responsible for damages caused by the acts or omissions of its officers, employees, and agents occurring in the performance of this Agreement. El Dorado shall be responsible for damages caused by the acts or omissions of its Contractor Designee, officers, employees, and agents occurring in the performance of this Agreement. It is the intention of El Dorado and Admitting County that the provisions of this paragraph be interpreted to impose on each party, responsibility for the acts of their respective officers, employees, and agents. It is also the intention of El Dorado and Admitting County that, where comparative negligence is determined to have been contributory, principles of comparative negligence will be followed and each party will bear the proportionate cost of any damages attributable to the negligence of that party, its officers, employees, and agents. Both parties agree to provide written notification within thirty (30) days of receipt of any claim or lawsuit arising from this Agreement.

ARTICLE XVII

Insurance: El Dorado is covered for its general liability, automobile liability, property, and workers' compensation liability through a self-insurance program, in conjunction with excess coverage through the Public Risk Innovation Solutions and Management. A certificate of coverage will be furnished to Admitting County upon request.

ARTICLE XVIII

Administrator: El Dorado Officer or employee with responsibility for administering this Agreement is Ren Strong, Program Manager, Behavioral Health Division, or successor.

ARTICLE XIX

Conflict Prevention and Resolution: The terms of this Agreement shall control over any conflicting terms in any referenced document, except to the extent that the end result would constitute a violation of federal or State law. In such circumstances, and only to the extent the conflict exists, this Agreement shall be considered the controlling document.

ARTICLE XX

Partial Invalidity: If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provision shall continue in full force and effect without being impaired or invalidate in any way.

ARTICLE XXI

Venue: Any dispute resolution action rising out of this Agreement, including, but not limited to litigation, mediation or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws, of the State of California.

ARTICLE XXII

Litigation: El Dorado, promptly after receiving notice thereof, shall notify Admitting County in writing of the commencement of any claim, suit, or action against the El Dorado, or State of California, or its officers or employees for which Admitting County must provide indemnification under this Agreement. The failure of the El Dorado to give such notice, information, authorization, or assistance shall not relieve Admitting County of its indemnification obligations.

Admitting County promptly after receiving notice thereof, shall immediately notify the El Dorado in writing of any claim or action against it which affects, or may affect, this Agreement, the terms and conditions hereunder, or the El Dorado or State of California, and shall take such action with respect to said claim or action which is consistent with the terms of this Agreement and the interest of the El Dorado and State.

ARTICLE XXIII

No Third Party Beneficiaries: Nothing in this Agreement is intended, nor will be deemed, to confer rights or remedies upon any person or legal entity not a party to this Agreement.

ARTICLE XXIV

Counterparts: This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement.

ARTICLE XXV

Entire Agreement: This document and the documents referred to herein or exhibits hereto are the entire Agreement for Services #AMS20-73 between the parties and they incorporate or supersede all prior written or oral Agreements or understandings.

REQUESTING CONTRACT ADMINISTRATOR CONCURRENCE:

By: Ren Strong Digitally signed by Ren Strong DN: cn=Ren Strong, o=Health and Human Services, ou=Behavioral Health Division, email=ren.strong@edcgov.us, c=US Date: 2021.01.08 14:58:10 -08'00' Dated: 1/8/2021

Ren Strong, Program Manager
Behavioral Health Division
Health and Human Services Agency

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement for Services #AMS20-73 on the dates indicated below.

-- COUNTY OF EL DORADO –

By: _____ Dated: 1-14-21
Donald Semon, Director
Health and Human Services Agency

-- COUNTY OF MARIPOSA--

COUNTY OF MARIPOSA
A Political Subdivision of the State of California

Dated: _____

By: _____
, Chair
Board of Supervisors
"County of Mariposa"

ATTEST: _____
Clerk of the Board of Supervisors

By: _____ Dated: _____
Deputy Clerk

Approved as to Form:
Office of the County Counsel
County of _____

By: _____ Dated: _____
_____(print name and title)

EXHIBIT A

RESOLUTION NO. 145-2016

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF EL DORADO

WHEREAS, the County of El Dorado Board of Supervisors is authorized to adopt new fees, fee levels, and charges, pursuant to Government Code § 54985; and

WHEREAS, the County of El Dorado's Health and Human Services Agency has reviewed and analyzed the current Mental Health fee structure established via County of El Dorado Board of Supervisors Agenda File 08-0938 (July 1, 2008) and the Psychiatric Health Facility rate per bed Resolution 130-2014 (File 14-1070, August 26, 2014); and

WHEREAS, the County, having completed said analysis, which included a review of the psychiatric health facility operations as well as the Mental Health Division program operations (personnel, indirect and overhead, supervision and equipment costs), and a full cost recovery analysis as well as comparison against prevailing fees charged in surrounding counties, as applicable.

NOW, THEREFORE, BE IT RESOLVED that effective October 1, 2016, Board Resolution 08-0938 and Board Resolution 130-2014 are hereby replaced by this Resolution, and the fees, fee levels, and charges attached hereto as Exhibit A, "Mental Health Fees," shall be implemented.

PASSED AND ADOPTED by the Board of Supervisors of the County of El Dorado at a regular meeting of said Board, held the 30th day of August, 2016, by the following vote of said Board:

Ayes: Frentzen,Mikulaco,Veerkamp,Ranalli,Novasel
Noes: None
Absent: None

Attest:
James S. Mitrisin
Clerk of the Board of Supervisors

By: _____
Deputy Clerk

_____
Ron Mikulaco, Chair, Board of Supervisors

Exhibit A

Mental Health Fees

FEE DESCRIPTION	UNIT	AMOUNT
Outpatient Services		
Case Management Brokerage	Hour	$135.93
Individual Therapy	Hour	$175.26
Group Therapy	Hour	$175.26
Collateral Visit	Hour	$175.26
Assessment/Evaluation	Hour	$175.26
Crisis Intervention	Hour	$261.51
Medication Visit	Hour	$324.30
Rehabilitation Services		
Full Day	Day	$150.93
Inpatient Services		
Psychiatric Health Facility	Day	$835.00

RESOLUTION NO. 185-2020

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF EL DORADO

WHEREAS, counties throughout the State who have contracted with the State to serve as the Mental Health Plan for their county are obligated to provide mental health services for persons in their jurisdiction up to and including acute inpatient care; and

WHEREAS, the County of El Dorado operates a Pshychiatric Health Facility (PHF), through a qualified contracted entity otherwise known as the Contractor Designee, that provides acute inpatient psychiatric services; and

WHEREAS, the PHF experiences fluctuations in the daily census, making it possible to offer said services to other counties based on availablity; and

WHEREAS, the Contractor Designee, in conjuction with the Health and Human Services Agency (HHSA), works with other counties for placement of their individuals in need of acute inpatient psychiatric services, and those placements generate revenue that off-sets PHF operational costs; and

WHEREAS, in order to expedite the processing of documents necessary for counties to contract with the County for acute inpatient services, and ensure timely payment to the County for services it has provided, the County Board of Supervisors, on February 24, 2015, approved and adopted Resolution 029-2015 approving the use of a template Agreement for use with other counties, and authorizing the Director of HHSA to sign said agreements; and

WHEREAS, to comply with updated State regulations in regards to the provision of acute inpatient psychiatric care, HHSA, in working with County Counsel and Risk Management, has updated said template; and

WHEREAS, HHSA now presents a revised template Agreement, approved by County Counsel and Risk Management, attached hereto as Attachment A; and

NOW, BE IT FURTHER RESOLVED that the Board of Supervisors of the County of El Dorado hereby authorize the Director of the Health and Human Services Agency, or designee, to execute future agreements with other counties using the template Agreement, attached hereto as Attachment A, for access to services provided by the County Psychiatric Health Facility, contingent upon approval by County Counsel and Risk Management; and

PASSED AND ADOPTED by the Board of Supervisors of the County of El Dorado at a regular meeting of said Board, held the 17th day of November, 2020, by the following vote of said Board:

Ayes: Hidahl, Frentzen, Veerkamp, Parlin, Novasel
Noes: None
Absent: None

Attest:
Kim Dawson
Clerk of the Board of Supervisors

Deputy Clerk

Brian K Veerkamp, Chair
Board of Supervisors

ATTACHMENT A

AGREEMENT FOR SERVICES #____

Use of County of El Dorado Psychiatric Health Facility

THIS AGREEMENT is made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "El Dorado") and the County of _____, a political subdivision of the State of California (hereinafter referred to as "Admitting County").

RECITALS

WHEREAS, in accordance with the current mental health legislation, Admitting County has been charged with the responsibility of providing mental health services for mentally disordered persons (Client[s]) in _____ County, and;

WHEREAS, El Dorado County Health and Human Services Agency, Behavioral Health Division, contracts with Telecare Corporation, Inc., (hereinafter referred to as Contractor Designee), to operate a licensed 16-bed Psychiatric Health Facility (PHF), within the geographic boundaries of El Dorado County, staffed to provide acute psychiatric inpatient care and maintenance for mentally disordered persons; and

WHEREAS, it is the responsibility of El Dorado and its Contractor Designee to assure that the inpatient services rendered to Clients admitted to El Dorado's facility are consistent with State and federal laws; and

WHEREAS, it is the intent of the parties hereto that such services be in conformity with all applicable federal, State (all references to "State" in this Agreement shall mean the State of California unless otherwise specified), and local laws.

NOW, THEREFORE, Admitting County and El Dorado mutually agree as follows:

ARTICLE I

Scope of Services:

A. **Eligibility:** El Dorado, through its Contractor Designee, shall provide acute psychiatric inpatient services required of a PHF to Clients of Admitting County who meet the following eligibility requirements:
   1. Clients to be served under this Agreement must be age eighteen (18) or older and eligible for mental health services in conformance with all applicable federal and State statutes.
   2. Clients may be either on voluntary or involuntary status.

a. Admitting County understands and accepts that Clients are encouraged and permitted to sign in as a voluntary commitment when possible and appropriate.
b. Clients to be admitted under Welfare and Institutions Code (WIC) §5150 shall be assessed to determine the appropriateness of the involuntary detention prior to admission at El Dorado's PHF facility.
    i. Preliminary assessment of clients may be conducted by Admitting County's, El Dorado's, or other appropriate and qualified clinical staff as authorized by WIC §5150 (e.g., appropriate and qualified clinical staff in one of the other 56 counties in the State).
    ii. Final assessment of clients shall be conducted by El Dorado or Contractor Designee's appropriate and qualified staff as authorized by WIC §5150.

3. All persons referred for admission to El Dorado's PHF facility shall be medically cleared for admission to a non-medical facility prior to acceptance and admission of the Client to El Dorado's PHF.
    a. Criteria and requirements for medical clearance will be determined by El Dorado or Contractor Designee, as appropriate.
    b. Payment for medical clearance shall not be the responsibility of El Dorado or its Contractor Designee.

B. **Admissions Procedure:** The specific admission procedures shall be mutually agreed upon by the respective El Dorado's Contractor Designee and Admitting County's designee.
1. Referrals: Admitting County agrees that those Clients referred to, and accepted by, El Dorado, through its Contractor Designee, shall receive acute psychiatric mental health services.
2. Admission Processing: Admitting County agrees to cooperate with the admission process as established between El Dorado and Contractor Designee.
    a. Admitting County's residents presenting for crisis evaluation in El Dorado, and detained pursuant to WIC §5150, shall be assessed by El Dorado Behavioral Health Division Psychiatric Emergency Services (PES) staff.
        i. If, following assessment, PES staff determine that the individual being assessed meets the WIC §5150 criteria, PES staff shall refer the individual to the Admitting County for possible admission to the PHF.
        ii. Upon notification of Admitting County's responsibility for the resident, Admitting County may authorize admission and payment consistent with the terms of this Agreement, or alternatively, Admitting County may arrange for transfer to another treatment facility; and shall do so within a timeframe as agreed upon between Admitting County and El Dorado, or Contractor Designee, as appropriate.
        iii. Admitting County's failure to notify El Dorado of its placement preferences within the agreed upon timeframe shall result in El Dorado referring Admitting County's Client to any accepting acute psychiatric facility and all costs related to the resulting admission shall not be the responsibility of El Dorado.

C. **Admission Approval:**
1. Admissions to the PHF shall be approved by El Dorado's Behavioral Health Medical Director or his/her designee, or by Contractor Designee's on-duty Psychiatrist, prior to admission.

2. El Dorado further reserves the right to deny any referral at the sole discretion of Behavioral Health Medical Director, his/her designee, or Contractor Designee's on-duty Psychiatrist,
3. The PHF will not be required to accept referrals for treatment of any individual in lawful custody including but not limited to being incarcerated in jail or any other penal institutions.
4. El Dorado or Contractor Designee's professional staff shall determine the length of stay of each Admitting County Client accepted.
5. Exclusions from Admission to PHF: Upon discovery that any of the following conditions, or other criteria cited in Contractor Designee's Exclusionary Criteria then in effect, Admitting County's Client may be excluded from admission to the PHF:
   a. Medical emergencies.
   b. Primary diagnosis of dementia, traumatic brain injury, eating disorder, or substance abuse.
   c. Medical-surgical complications that preclude participation in the therapeutic program.
   d. Any medical condition that exceeds the capacity of the PHF to provide appropriate medical care including, but not limited to, ongoing need for deep wound care, intravenous therapy, oxygen therapy, tube feeding, substance withdrawal, and delirium tremens.

   Should it be discovered that an Admitting County Client meets any of the exclusionary criteria during their stay, immediately upon notice from El Dorado or Contractor Designee, Admitting County shall make arrangements to transfer the Client.

D. **Bed Availability:** The PHF shall not be required to accept any referrals for bed requests from Admitting County if El Dorado or Contractor Designee determines that there is insufficient bed capacity or if acceptance of referral may cause harm or danger to Client, El Dorado, or Contractor Designee.

E. **Direction and Supervision:**
   1. Acute psychiatric inpatient services shall be provided by El Dorado's Contractor Designee for Admitting County Clients under the general supervision of Admitting County's Director or designee.

F. **Coordination of Care:** Admitting County and El Dorado agree that both parties' clinical staff, including Contractor Designee's staff, will fully communicate and cooperate in the development of treatment, planning, determination of length of stay, and readiness for discharge and in the process of planned transition back into the community.
   1. Admitting County, El Dorado, and Contractor Designee may freely exchange Client information to ensure the appropriate level and delivery of care for acute psychiatric mental health services.
   2. El Dorado or Contractor Designee shall coordinate unforeseen and necessary medical emergency services on an "as required" basis as part of the inpatient treatment services.
      a. Any costs associated with said medical emergency services that are not covered by insurance, including but not limited to Medi-Cal, shall be the sole and separate responsibility of Admitting County.
      b. El Dorado or Contractor Designee shall promptly notify Admitting County if necessary medical emergency services are required.
   3. El Dorado and/or Contractor Designee may, but are not required to, provide non-elective ancillary medical services as part of the inpatient treatment services.

G. **Concurrent Review:**

1. Within twenty-four (24) hours of admission, El Dorado's Contractor Designee shall notify Admitting County's Utilization Review Team via a faxed notification packet that an individual believed to be the fiscal responsibility of Admitting County has been admitted. The notification packet shall include a client face sheet, involuntary hold, verification of Medi-Cal eligibility or other insurance, and medical records that have been completed, if any.
2. Within twenty-four (24) hours of completion of the Psychiatric History/Initial Psychiatric Evaluation, El Dorado's Contractor Designee shall fax the Psychiatric History/Initial Psychiatric Evaluation to Admitting County.
3. Prior to the end of each period for each Client for whom Admitting County authorizes continued acute or administrative stay, El Dorado's Contractor Designee shall fax to Admitting County all available psychiatry notes, nursing notes, and social worker notes for services provided during the expiring authorization period.
4. El Dorado or its Contracted Designee's failure to provide concurrent review documentation may result in Admitting County's withholding authorization or payment for the period of hospitalization.
5. El Dorado may revise this Concurrent Review section upon receipt of new guidance from the State and/or agreement between Admitting County and El Dorado. Such changes shall be memorialized via a letter signed by El Dorado's Contract Administrator and acknowledged via letter by Admitting County, and shall not require a contract amendment.

H. **Aftercare and Discharge:** It is Admitting County's responsibility to facilitate timely and appropriate aftercare treatment and/or placement of Clients discharged from El Dorado's PHF. To this end, it is the sole responsibility of Admitting County to maintain adequate aftercare services so that efficient referral to these services are part of the discharge planning of Clients, including provision of Client transportation to/from services as necessary.

I. **Documentation:** Documentation of services provided by El Dorado, or Contractor Designee, for each Client of Admitting County shall be available for review by Admitting County upon written request.

J. **Transportation Costs:** All transportation of Clients to and from El Dorado's PHF or any subsequent aftercare services are the sole responsibility of Admitting County. In the event Admitting County cannot provide transportation, it may request assistance from El Dorado or Contractor Designee. El Dorado, and/or Contractor Designee, in its sole discretion, may decline to provide transportation based on availability of resources.

K. **Non-Discrimination:** Services under this Agreement shall be rendered without regard to race, ethnic group identification, color, sex, religion or religious creed, national origin, ancestry, handicap, physical or mental status as specified in applicable federal and State laws.

ARTICLE II

Term: This Agreement shall become effective when fully executed by both parties hereto and shall cover the period _____ through _____, 20__, unless the Agreement is terminated by either party in accordance with Article XIII, "Default, Termination, and Cancellation."

ARTICLE III

Compensation:

A. **Bed Per-Day Rate**: Admitting County shall pay El Dorado the County Published Rate plus 15% administrative cost rounded up to the nearest whole dollar.

1. **Inclusions:** The day rate per bed shall be all-inclusive, except as detailed herein in section titled "Transportation" and separately as described as "medical emergency services", including but not limited to facilities, medications, psychiatrist's time, laboratory work, and Certification Review Hearings.
   a. The full per-day rate shall apply to the day of admission regardless of the time of admission.
   b. Payment is due from Admitting County for each day of acute inpatient psychiatric service and administrative day, *including* the day of admission and *excluding* the day of discharge. Administrative days are billed at the acute rate.
2. **Published Rate:** The County Published Rate in effect at the time of this Agreement is attached hereto as Exhibit A, incorporated herein and made by reference a part hereof. El Dorado may change the PHF Published Rate at any time during the term of this Agreement.
   a. **Provision for Rate Change:**
      i. El Dorado shall notify Admitting County in writing within fifteen (15) days of the adoption of the change in Published Rate pursuant to the provisions contained in this Agreement under Article XV, "Notice to Parties."
      ii. The changed County Published Rate, plus the administrative fee, shall apply to any services performed thirty (30) days after the date of adoption of the rate change.
3. **Transportation:** In the event El Dorado agrees to provide transportation for Admitting County Clients, Admitting County shall reimburse El Dorado at the rate of $25.00/hour per driver plus mileage at the federal mileage reimbursement rate in effect at the time services are provided.

B. **Client Billing:** El Dorado will bill Medi-Cal and any other applicable State, federal, or private sources available at the time services are performed.

1. Admitting County will be charged the contracted rate less a credit for anticipated payments due to El Dorado billing available sources as stated in this section herein.
2. Inpatient days (both acute and administrative day) that cannot be billed pursuant to Section B. "Client Billing" herein shall remain the financial responsibility of Admitting County at the contracted rate.
3. Any credit provided to Admitting County for billing per section B. "Client Billing" herein that is subsequently disallowed shall be reimbursed to El Dorado by Admitting County.

C. **Payment:** Payments for acute inpatient mental health services and/or transportation provided to Clients shall be made by Admitting County to El Dorado within forty-five (45) days of receipt of invoice.

ARTICLE IV

Maximum Obligation: The maximum contractual obligation for the term of this Agreement shall not exceed $_____ per fiscal year for the term of this Agreement. Fiscal year shall be defined as an accounting period of twelve (12) months that, for the purposes of this Agreement, begins on July 1 and ends on June 30 of the following year.

ARTICLE V

Audit by California State Auditor: El Dorado acknowledges that if total compensation under this Agreement is greater than $10,000.00, this Agreement is subject to examination and audit by the California State Auditor for a period of three (3) years, or for any longer period required by law, after final payment under this Agreement, pursuant to California Government Code §8546.7. In order to facilitate these potential examinations and audits, El Dorado shall maintain, for a period of at least three (3) years, or for any longer period required by law, after final payment under the Agreement, all books, records and documentation necessary to demonstrate performance under the Agreement.

ARTICLE VI

Applicable Records: El Dorado shall maintain for four (4) years or until certification review findings are resolved, whichever is later, adequate records on each Admitting County Client served, including intake information and a record of services provided by El Dorado staff in sufficient detail to make possible an evaluation of services and shall contain all the data necessary for reporting to the California State Department of Health Care Services, including records of interviews and progress notes. El Dorado shall maintain complete financial records. Any apportionment of costs shall be made in accordance with generally accepted accounting principles and shall evidence proper audit trails reflecting the true cost of services rendered. Statistical data shall be kept and reports made as required by Admitting County and the State Department of Health Care Services in a form specified by either.

All records shall be available for inspection for auditing purposes by Admitting County or the State Department of Health Care Services at reasonable times during normal business hours. El Dorado agrees to extend to Admitting County the right to review and investigate all records, program, or written procedures relating to Admitting County Clients at any reasonable time; El Dorado agrees to provide Admitting County data in a timely fashion as directed and as specified by the Admitting County.

ARTICLE VII

Rules and Laws: El Dorado and Admitting County agree that both are bound in the accomplishment of this Agreement by provisions of WIC § 5600 et seq.; Title 9, CA Code of Regulations Division 1, Chapter 10; regulations of the State Department of Health Care Services; the Local Mental Health Authority; and other applicable laws, regulations and policies governing the provisions of public mental health services. El Dorado and Admitting County agree to maintain the confidentiality of Client information and records as provided by applicable law; notwithstanding, professional records and Admitting County Client information shall be interchangeable between El Dorado and Admitting County to establish and support a high level of clinical services and continuity of care and aftercare services.

ARTICLE VIII

Confidentiality: El Dorado shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement except

for statistical information not identifying any Client. El Dorado shall not use such information for any purpose other than carrying out El Dorado's obligations under this Agreement. El Dorado shall promptly transmit to Admitting County all requests including any subpoenas issued for disclosure of such information not emanating from the Client. El Dorado shall not disclose, except as otherwise specifically permitted by this Agreement or authorized by the Client, any such information to anyone other than Admitting County, except when ordered by a court. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voiceprint or a photograph. If El Dorado or Contractor Designee receives any individually identifiable health information ("Protected Health Information" or "PHI") from Admitting County, or creates or receives any PHI on behalf of Admitting County, El Dorado and its Contractor Designee shall maintain the security and confidentiality of such PHI as required by applicable laws and regulations, including the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the regulations promulgated thereunder.

ARTICLE IX

HIPAA Compliance: The parties acknowledge the existence of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations. Admitting County is a Hybrid Entity under said Act, and El Dorado, a health care provider as defined in HIPAA (Title 45 C.F.R. § 160.103), is a Covered Entity under said Act. Each Covered Entity hereby represents that they are and shall remain in compliance with the rules and regulations of said Act as required by law. Each Covered Entity understands that it has obligations with respect to the confidentiality, privacy, and security of Clients' medical information, and must take certain steps to preserve the confidentiality of this information, including the training of staff and the establishment of proper procedures for the release of such information as required by HIPAA.

The parties acknowledge that the disclosures of Protected Health Information specified herein concern the provision of health care services to, and the treatment of, individuals only. Therefore, pursuant to Title 45 C.F.R. § 164.502(e)(1)(ii)(A), Admitting County and El Dorado are not required to enter into a separate business associate agreement. Although not presently required and to the extent that it may in the future become mandatory that the parties execute a business associate agreement pursuant to HIPAA, such an agreement shall be executed and made part hereof. Failure or refusal of a party to execute a business associate agreement when required by law shall constitute a basis for termination of this Agreement in its entirety.

ARTICLE X

Independent Status of El Dorado: The parties hereto agree that El Dorado, its Contractor Designee, agents, and employees, including its professional and non-professional staff, in the performance of the Agreement shall act in an independent capacity and not as officers, employees, or agents of Admitting County. El Dorado and its Contractor Designee shall furnish all personnel, supplies, equipment, furniture, insurance, utilities, telephone, and physical plant necessary for the performance of the mental health services to be provided by El Dorado and its Contractor Designee pursuant to the Agreement.

ARTICLE XI

Changes to Agreement: This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.

ARTICLE XII

Fiscal Considerations: The parties to this Agreement recognize and acknowledge that both El Dorado and Admitting County are political subdivisions of the State of California. As such, both are subject to the provisions of Article XVI, § 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment or services not budgeted in a given fiscal year. It is further understood that, in the normal course of Admitting County and El Dorado's businesses, they will adopt a proposed budget prior to a given fiscal year but that the final adoption of a budget does not occur until after the beginning of the fiscal year.

Notwithstanding any other provision of this Agreement to the contrary, either party shall give notice of cancellation of the Agreement in the event of adoption of a proposed budget that does not provide for funds for the services, products or equipment subject herein. Such notice shall become effective upon the adoption of a final budget, which does not provide funding for this Agreement.

Upon the effective date of such notice, this Agreement shall be automatically terminated and Admitting County and El Dorado released from any further liability hereunder. In addition to the above, should the respective Boards of Supervisors, during the course of a given year, for financial reasons reduce or order a reduction in the budget for either Admitting County or El Dorado's departments for which services were contracted to be performed, pursuant to this paragraph, this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

ARTICLE XIII

Default, Termination, and Cancellation:

A. Default: Upon the occurrence of any default of the provisions of this Agreement, a party shall give written notice of said default to the party in default (notice). If the party in default does not cure the default within ten (10) days of the date of notice (time to cure), then such party shall be in default. The time to cure may be extended in the discretion of the party giving notice. Any extension of time to cure must be in writing, prepared by the party in default for signature by the party giving notice, and must specify the reason(s) for the extension and the date in which the extension of time to cure expires.

   Notice given under this section shall specify the alleged default and the applicable Agreement provision and shall demand that the party in default perform the provisions of this Agreement within the applicable period of time. No such notice shall be deemed a termination of this Agreement unless the party giving notice so elects in subsequent written notice after the time to cure has expired.

B. Ceasing Performance: Either Admitting County or El Dorado may terminate this Agreement in the event either becomes unable to substantially perform any term or condition of this Agreement.

C. Termination or Cancellation without Cause: Either Admitting County or El Dorado may terminate this Agreement in whole or in part upon thirty (30) calendar days written notice by either party without cause. If such prior termination is effected, Admitting County will pay for satisfactory services rendered prior to the effective dates as set forth in the Notice of Termination provided to El Dorado, and for such other services, which Admitting County may agree to in writing as necessary for contract resolution. In no event, however, shall Admitting County be obligated to pay more than the total amount of the Agreement. Upon receipt of a Notice of Termination, El Dorado shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the notice directs otherwise. In the event of termination for default, Admitting County reserves the right to take over and complete the work by contract or by any other means.

ARTICLE XIV

Change of Address: In the event of a change in address for Admitting County's principal place of business, Agent for Service of Process, or Notices to Parties, Admitting County notify El Dorado in writing pursuant to the provisions contained in this Agreement under Article XV, "Notice to Parties." Said notice shall become part of this Agreement upon acknowledgment in writing by El Dorado Contract Administrator, and no further amendment of the Agreement shall be necessary provided such change of address does not conflict with any other provisions of this Agreement.

In the event of a change in address for any El Dorado office or location referred to or impacted by this Agreement, County shall notify Contractor in writing pursuant to the provisions contained herein this Agreement under Article XV, "Notice to Parties." Said Notice shall become part of this Agreement and no further amendment of the Agreement shall be necessary provided that such change of address does not conflict with any other provisions of this Agreement.

ARTICLE XV

Notice to Parties: All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested.

Notices to El Dorado shall be addressed as follows:

COUNTY OF EL DORADO
Health And Human Services Agency
3057 Briw Road
Placerville, CA 95667
ATTN: Contracts Unit

Or to such other location as El Dorado directs

with a copy to:

COUNTY OF EL DORADO
Chief Administrative Office
Procurement And Contracts Division
330 Fair Lane
Placerville, CA 95667-5321
ATTN: Purchasing Agent

Notices to Admitting County shall be addressed as follows:

COUNTY OF _____
_____
_____
_____
ATTN: _____ (TITLE), or successor

Or to such other location as the Admitting County directs.

ARTICLE XVI

Indemnity: Admitting County shall be responsible for damages caused by the acts or omissions of its officers, employees, and agents occurring in the performance of this Agreement. El Dorado shall be responsible for damages caused by the acts or omissions of its Contractor Designee, officers, employees, and agents occurring in the performance of this Agreement. It is the intention of El Dorado and Admitting County that the provisions of this paragraph be interpreted to impose on each party, responsibility for the acts of their respective officers, employees, and agents. It is also the intention of El Dorado and Admitting County that, where comparative negligence is determined to have been contributory, principles of comparative negligence will be followed and each party will bear the proportionate cost of any damages attributable to the negligence of that party, its officers, employees, and agents. Both parties agree to provide written notification within thirty (30) days of receipt of any claim or lawsuit arising from this Agreement.

ARTICLE XVII

Insurance: El Dorado is covered for its general liability, automobile liability, property, and workers' compensation liability through a self-insurance program, in conjunction with excess coverage through the California State Association of Counties – Excess Insurance Authority. A certificate of coverage will be furnished to Admitting County upon request.

ARTICLE XVIII

Administrator: El Dorado Officer or employee with responsibility for administering this Agreement is _____, _____, Behavioral Health Division, or successor.

ARTICLE XIX

Conflict Prevention and Resolution: The terms of this Agreement shall control over any conflicting terms in any referenced document, except to the extent that the end result would constitute a violation of federal or State law. In such circumstances, and only to the extent the conflict exists, this Agreement shall be considered the controlling document.

ARTICLE XX

Partial Invalidity: If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provision shall continue in full force and effect without being impaired or invalidate in any way.

ARTICLE XXI

Venue: Any dispute resolution action rising out of this Agreement, including, but not limited to litigation, mediation or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws, of the State of California.

ARTICLE XXII

Litigation: El Dorado, promptly after receiving notice thereof, shall notify Admitting County in writing of the commencement of any claim, suit, or action against the El Dorado, or State of California, or its officers or employees for which Admitting County must provide indemnification under this Agreement. The failure of the El Dorado to give such notice, information, authorization, or assistance shall not relieve Admitting County of its indemnification obligations.

Admitting County promptly after receiving notice thereof, shall immediately notify the El Dorado in writing of any claim or action against it which affects, or may affect, this Agreement, the terms and conditions hereunder, or the El Dorado or State of California, and shall take such action with respect to said claim or action which is consistent with the terms of this Agreement and the interest of the El Dorado and State.

ARTICLE XXIII

No Third Party Beneficiaries: Nothing in this Agreement is intended, nor will be deemed, to confer rights or remedies upon any person or legal entity not a party to this Agreement.

ARTICLE XXIV

Counterparts: This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement.

ARTICLE XXV

Entire Agreement: This document and the documents referred to herein or exhibits hereto are the entire Agreement for Services #_____ between the parties and they incorporate or supersede all prior written or oral Agreements or understandings.

REQUESTING CONTRACT ADMINISTRATOR CONCURRENCE:

By: _____ Dated: _____

_____, _____
Behavioral Health Division
Health and Human Services Agency

IN WITNESS WHEREOF, the parties hereto have executed this Agreement for Services #____ on the dates indicated below.

-- COUNTY OF EL DORADO –

By: _____ Dated: _____

_____, Director
Health and Human Services Agency

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-- COUNTY OF _____ -

COUNTY OF _____
A Political Subdivision of the State of California

Dated: _____

By: _____
, Chair
Board of Supervisors
"County of _____"

ATTEST: _____
Clerk of the Board of Supervisors

By: _____ Dated: _____
Deputy Clerk

Approved as to Form:
Office of the County Counsel
County of _____

By: _____ Dated: _____
_____(print name and title)

EXHIBIT A

RESOLUTION NO. 145-2016

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF EL DORADO

WHEREAS, the County of El Dorado Board of Supervisors is authorized to adopt new fees, fee levels, and charges, pursuant to Government Code § 54985; and

WHEREAS, the County of El Dorado's Health and Human Services Agency has reviewed and analyzed the current Mental Health fee structure established via County of El Dorado Board of Supervisors Agenda File 08-0938 (July 1, 2008) and the Psychiatric Health Facility rate per bed Resolution 130-2014 (File 14-1070, August 26, 2014); and

WHEREAS, the County, having completed said analysis, which included a review of the psychiatric health facility operations as well as the Mental Health Division program operations (personnel, indirect and overhead, supervision and equipment costs), and a full cost recovery analysis as well as comparison against prevailing fees charged in surrounding counties, as applicable.

NOW, THEREFORE, BE IT RESOLVED that effective October 1, 2016, Board Resolution 08-0938 and Board Resolution 130-2014 are hereby replaced by this Resolution, and the fees, fee levels, and charges attached hereto as Exhibit A, "Mental Health Fees," shall be implemented.

PASSED AND ADOPTED by the Board of Supervisors of the County of El Dorado at a regular meeting of said Board, held the 30th day of August, 2016, by the following vote of said Board:

Ayes: Frentzen,Mikulaco,Veerkamp,Ranalli,Novasel
Noes: None
Absent: None

Attest:
James S. Mitrisin
Clerk of the Board of Supervisors

By: _____
Deputy Clerk

_____
Ron Mikulaco, Chair, Board of Supervisors

Exhibit A

Mental Health Fees

FEE DESCRIPTION	UNIT	AMOUNT
Outpatient Services		
Case Management Brokerage	Hour	$135.93
Individual Therapy	Hour	$175.26
Group Therapy	Hour	$175.26
Collateral Visit	Hour	$175.26
Assessment/Evaluation	Hour	$175.26
Crisis Intervention	Hour	$261.51
Medication Visit	Hour	$324.30
Rehabilitation Services		
Full Day	Day	$150.93
Inpatient Services		
Psychiatric Health Facility	Day	$835.00

MARIPOSA COUNTY

Public Works · 209 966 5356

RESOLUTION - ACTION REQUESTED 2021-55

MEETING: February 2, 2021

TO: The Board of Supervisors

FROM: Mike Healy, Public Works Director

RE: Rescind a Resolution and Approve a Revised Lease to Own Agreement with Holt of California

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RECOMMENDATION AND JUSTIFICATION:
Rescind Resolution 2020-386; Approve a revised Lease to Own Agreement with Holt of California Resulting in a Lower Monthly Lease to Own Interest Rate; and Authorize the Public Works Director to Sign the Agreement.

As the original Agreement was being routed for signatures the interest rate was lowered from 3.35% to 2.99 which will reduce the monthly payment.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
On July 7, 2020 Resolution 2020-386 the Board approved the Lease Agreement.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Should the Board not approve we will not be able to take advantage of a lower interest rate and monthly payment.

FINANCIAL IMPACT:
Due to a reduction in Finance Interest Rates this Amendment will actually lower the cost of the Lease to Own Loan Amount.

ATTACHMENTS:
Agreement - Wheel Loader (PDF)
Res 2020-386 (PDF)

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

Governmental Equipment Lease-Purchase Agreement
Contract Number 001-70016165

CAT Financial

1. PARTIES

LESSOR ("we", "us", or "our"):

CATERPILLAR FINANCIAL SERVICES CORPORATION
2120 West End Avenue
Nashville, TN 37203

LESSEE ("you" or "your"):

COUNTY OF MARIPOSA
4639 BEN HUR ROAD
MARIPOSA, CA 95338-9474

In reliance on your selection of the equipment described below (each a "Unit"), we have agreed to acquire and lease the Units to you, subject to the terms of this Agreement. **Until this Agreement has been signed by our duly authorized representative, it will constitute an offer by you to enter into this Agreement with us on the terms stated herein.**

2. DESCRIPTION OF THE UNITS

DESCRIPTION OF UNITS Whether the Unit is new or used, the model number, the manufacturer, and the model name	SERIAL/VIN Unique ID number for this Unit	MONTHLY LEASE PAYMENT This is due per period, as stated below in section 3.	FINAL LEASE PAYMENT	DELIVERY DATE Enter date machine was delivered to you.
1 New 2019 Caterpillar 926M Small Wheel Loader	LTE06264	$1,957.23	$34,560.00	_____

TERMS AND CONDITIONS

3. **Lease Payments; Current Expense** You will pay us the lease payments, including the final lease payment set forth above (collectively, the "Lease Payments"). Lease Payments will be paid by you to us as follows: a first payment of $1,957.23 will be paid in arrears and the balance of the Lease Payments is payable in 59 successive monthly payments of which the first 58 payments are in the amount of $1,957.23 each, and the last payment is in the amount of $36,517.23 plus all other amounts then owing under this Lease, with the first Lease Payment due one month after the date that we sign this Lease and subsequent Lease Payments due on a like date of each month thereafter until paid in full.. A portion of each Lease Payment constitutes interest and the balance of each Lease Payment is payment of principal. The Lease Payments will be due without demand. You will pay the Lease Payments to us at CATERPILLAR FINANCIAL SERVICES CORP., P.O. BOX 100647, PASADENA, CA 91189-0647 or such other location that we designate in writing. Your obligations, including your obligation to pay the Lease Payments due in any fiscal year, will constitute a current expense of yours for such fiscal year and will not constitute an indebtedness of yours within the meaning of the constitution and laws of the State in which you are located (the "State"). Nothing in this Agreement will constitute a pledge by you of any taxes or other moneys, other than moneys lawfully appropriated from time to time for the payment of the "Payments" (as defined in the last sentence of this Section) owing under this Agreement. **You agree that, except as provided in Section 7, your duties and liabilities under this Agreement and any associated documents are absolute and unconditional. Your payment and performance obligations are not subject to cancelation, reduction, or setoff for any reason. You agree to settle all claims, defenses, setoffs, counterclaims and other disputes you may have with the Supplier, the manufacturer of the Unit, or any other third party directly with the Supplier, the manufacturer or the third party, as the case may be. You will not assert, allege or make any such claim, defense, setoff, counterclaim or other dispute against us or with respect to the payments due us under this Agreement.** As used in this Agreement, "Payments" will mean the Lease Payments and any other amounts required to be paid by you.

   The portion of the Lease Payments constituting principal will bear interest (computed on the basis of actual days elapsed in a 360 day year) at the rate of 2.99% per annum.

4. **Late Charges** If we do not receive a Payment on the date it is due, you will pay to us, on demand, a late payment charge equal to the lesser of five percent (5%) of such Payment or the highest charge allowed by law.

5. **Security Interest** To secure your obligations under this Agreement, you grant us a continuing first priority security interest in each Unit (including any Additional Collateral), including all attachments, accessories and optional features (whether or not installed on such Units) and all substitutions, replacements, additions, and accessions, and the proceeds of all the foregoing, including, but not limited to, proceeds in the form of chattel paper. You authorize the filing of such financing statements and will, at your expense, do any act and execute, acknowledge, deliver, file, register and record any document, which we deem desirable to protect our security interest in each Unit and our rights and benefits under this Agreement. You, at your expense, will protect and defend our security interest in the Units and will keep the Units free and clear of any and all claims, liens, encumbrances and legal processes however and whenever arising.

6. **Disclaimer of Warranties** WE HAVE NOT MADE AND DO NOT MAKE ANY WARRANTY, REPRESENTATION OR COVENANT OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE UNITS. AS TO US, YOUR LEASE AND PURCHASE OF THE UNITS WILL BE ON AN "AS IS" AND "WHERE IS" BASIS AND "WITH ALL FAULTS". **Nothing in this Agreement is intended to limit, waive, abridge or otherwise modify any rights, claims, or causes of action that you may have against any person or entity other than us.**

7. **Non-Appropriation** You have an immediate need for, and expect to make immediate use of, the Units. This need is not temporary or expected to diminish during the term of this Agreement. To that end, you agree, to the extent permitted by law, to include in your budget for the current and each successive fiscal year during the term of this Agreement, a sufficient amount to permit you to discharge your obligations under this Agreement. Notwithstanding any provision of this Agreement to the contrary, we and you agree that, in the event that prior to the commencement of any of your fiscal years you do not have sufficient funds appropriated to make the Payments due under this Agreement for such fiscal year, you will have the option of terminating this Agreement as of the date of the commencement of such fiscal year by giving us sixty (60) days prior written notice of your intent to terminate. No later than the last day of the last fiscal year for which appropriations were made for the Payments (the "Return Date"), you will return to us all of the Units, at your sole expense, in accordance with Section 14, and this Agreement will terminate on the Return Date without penalty or expense to you and you will not be obligated to pay the Lease Payments beyond such fiscal year; provided, that you will pay all Payments for which moneys have been appropriated or are otherwise available; and provided further, that you will pay month-to-month rent at the rate set by us for each month or part of any month that you fail to return the Units.

8. **Tax Warranty** You will, at all times, do and perform all acts and things necessary and within your control to ensure that the interest component of the Lease Payments will, for the purposes of Federal income taxation, be excluded from our gross income. You will not permit or cause your obligations under this Agreement to be guaranteed by the Federal Government or any branch or instrumentality of the Federal Government. You will use the Units for the purpose of performing one or more of your governmental functions consistent with the scope of your authority and not in any trade or business carried on by a person other than you. You will report this Agreement to the Internal Revenue Service by filing Form 8038G, 8038GC or 8038, as applicable. Failure to do so will cause this Agreement to lose its tax exempt status. You agree that if the appropriate form is not filed, the interest rate payable under this Agreement will be raised to the equivalent taxable interest rate. If the use, possession or acquisition of the Units is determined to be subject to taxation, you will pay when due all taxes and governmental charges assessed or levied against or with respect to the Units.

9. **Assignment** You may not, without our prior written consent, by operation of law or otherwise, assign, transfer, pledge, hypothecate or otherwise dispose of your right, title and interest in and to this Agreement and/or the Units and/or grant or assign a security interest in this Agreement and/or the Units, in whole or in part. We may not transfer, sell, assign, pledge, hypothecate, or otherwise dispose of our right, title and interest in and to this Agreement and/or the Units and/or grant or assign a security interest in this Agreement and/or the Units, in whole or in part.

10. **Indemnity** To the extent permitted by law, you assume liability for, agree to and do indemnify, protect and hold harmless us and our employees, officers, directors and agents from and against any and all liabilities, obligations, losses, damages, injuries, claims, demands, penalties, actions, costs and expenses (including reasonable attorney's fees), of whatsoever kind and nature, arising out of the use, condition (including, but not limited to, latent and other defects and whether or not discoverable by you or us), operation, ownership, selection, delivery, storage, leasing or return of any item of Units, regardless of where, how and by whom operated, or any failure on your part to accept the Units or otherwise to perform or comply with any conditions of this Agreement.

11. **11. Insurance; Loss and Damage** You bear the entire risk of loss, theft, destruction or damage to the Units from any cause whatsoever. No loss, theft, destruction or damage of the Units will relieve you of the obligation to make Lease Payments or to perform any obligation owing under this Agreement. You agree to keep the Units insured to protect all of our interests, at your expense, for such risks, in such amounts, in such forms and with such companies as we may require, including but not limited to fire and extended coverage insurance, explosion and collision coverage, and personal liability and property damage liability insurance. Any insurance policies relating to loss or damage to the Units will name us as loss payee as our interests may appear and the proceeds may be applied toward the replacement or repair of the Units or the satisfaction of the Payments due under this Agreement. You agree to use, operate and maintain the Units in accordance with all laws, regulations and ordinances and in accordance with the provision of any policies of insurance covering the Units, and will not rent the Units or permit the Units to be used by anyone other than you. You agree to keep the Units in good repair, working order and condition and house the Units in suitable shelter, and to permit us or our assigns to inspect the Units at any time and to otherwise protect our interests in the Units. If any Unit is customarily covered by a maintenance agreement, you will furnish us with a maintenance agreement by a party acceptable to us.

12. **Default; Remedies** An "Event of Default" will occur if (a) you fail to pay any Payment when due and such failure continues for ten (10) days after the due date for such Payment or (b) you fail to perform or observe any other covenant, condition, or agreement to be performed or observed by you under this Agreement and such failure is not cured within twenty (20) days after written notice of such failure from us. Upon an Event of Default, we will have all rights and remedies available under applicable law. In addition, we may declare all Lease Payments due or to become due during the fiscal year in which the Event of Default occurs to be immediately due and payable by you and/or we may repossess the Units by giving you written notice to deliver the Units to us in the manner provided in Section 14, or in the event you fail to do so within ten (10) days after receipt of such notice, and subject to all applicable laws, we may enter upon your premises and take possession of the Units. Further, if we financed your obligations under any extended warranty agreement such as an Equipment Protection Plan, Extended Service Contract, Extended Warranty, Customer Service Agreement, Total Maintenance and Repair Agreement or similar agreement, we may cancel such extended warranty agreement on your behalf and receive the refund of the extended warranty agreement fees that we financed but had not received from you as of the date of the Event of Default.

13. **Miscellaneous** This Agreement may not be modified, amended, altered or changed except by a written agreement signed by you and us. In the event any provision of this Agreement is found invalid or unenforceable, the remaining provisions will remain in full force and effect. This Agreement, together with exhibits, constitutes the entire agreement between you and us and supersedes all prior and contemporaneous writings, understandings, agreements, solicitations, documents and representations, expressed or implied. Any terms and conditions of any purchase order or other documents submitted by you in connection with this Agreement which are in addition to or inconsistent with the terms and conditions of this Agreement will not be binding on us and will not apply to this Agreement. You agree that we may correct patent errors in this Agreement and fill in blanks including, for example, correcting or filling in serial numbers, VIN numbers, and dates. Any notices required to be given under this Agreement will be given to the parties in writing and by certified mail at the address provided in this Agreement, or to such other addresses as each party may

substitute by notice to the other, which notice will be effective upon its receipt.

14. **Title; Return of Units** Notwithstanding our designation as "Lessor," we do not own the Units. Legal title to the Units will be in you so long as an Event of Default has not occurred, and you have not exercised your right of non-appropriation. If an Event of Default occurs or if you non-appropriate, full and unencumbered title to the Units will pass to us without the necessity of further action by the parties, and you will have no further interest in the Units. If we are entitled to obtain possession of any Units or if you are obligated at any time to return any Units, then (a) title to the Units will vest in us immediately, and (b) you will, at your expense, promptly deliver the Unit to us properly protected and in the condition required by Section 11. You will deliver the Unit, at our option, (i) to the nearest Caterpillar dealer selling equipment of the same type as the Unit; or (ii) on board a carrier named by us and shipping the Unit, freight collect, to a destination designated by us. If the Unit is not in the condition required by Section 11, you must pay us, on demand, all costs and expenses incurred by us to bring the Unit into the required condition. Until the Units are returned as required above, all terms of this Agreement will remain in full force and effect including, without limitation, your obligation to pay Lease Payments and to insure the Units.

15. **Other Documents** In connection with the execution of this Agreement, you will cause to be delivered to us (i) either (A) a certified copy of your authorizing resolution substantially in the form attached as Attachment B **and** a copy of the minutes of the relevant meeting or (B) an opinion of your counsel substantially in the form attached as Attachment C; (ii) a copy of the signed Form filed with the Internal Revenue Service required in Section 8 above as Attachment D; and (iii) any other documents or items required by us.

16. **Applicable Law** This Agreement will be governed by the laws, excluding the laws relating to the choice of law, of the State in which you are located.

SIGNATURES

LESSOR	**CATERPILLAR FINANCIAL SERVICES CORPORATION**	**LESSEE**	**COUNTY OF MARIPOSA**
Signature		Signature	
Name (Print)		Name (Print)	Mike Healy
Title		Title	Director, Public Works & Transporta
Date		Date	1/13/21

Attachment B
Contract Number 001-70016165

CAT Financial

GOVERNMENTAL ENTITY RESOLUTION TO LEASE, PURCHASE AND/OR FINANCE

WHEREAS, the laws of the State of California (the "State") authorize COUNTY OF MARIPOSA (the "Governmental Entity"), a duly organized political subdivision, municipal corporation or similar public entity of the State, to purchase, acquire and lease personal property for the benefit of the Governmental Entity and its inhabitants and to enter into any necessary contracts; and

the Governmental Entity wants to lease, purchase and/or finance equipment ("Equipment") from **Caterpillar Financial Services Corporation** and/or an authorized Caterpillar dealer ("Caterpillar") by entering into that certain Governmental Equipment Lease-Purchase Agreement (the "Agreement") with Caterpillar; and

the form of the Agreement has been presented to the governing body of the Governmental Entity at this meeting.

RESOLVED, that: (i) the Agreement, including all schedules and exhibits attached to the Agreement, is approved in substantially the form presented at the meeting, with any Approved Changes (as defined below), (ii) the Governmental Entity enter into the Agreement with Caterpillar and (iii) the Agreement is adopted as a binding obligation of the Governmental Entity; and

that changes may later be made to the Agreement if the changes are approved by the Governmental Entity's counsel or members of the governing body of the Governmental Entity signing the Agreement (the "Approved Changes") and that the signing of the Agreement and any related documents is conclusive evidence of the approval of the changes; and

that the persons listed below, who are the incumbent officers of the Governmental Entity (the "Authorized Persons"):

[PLEASE INSERT NAME AND TITLE OF EACH AUTHORIZED PERSON BELOW]

Name (Print or Type)	Title (Print or Type)
Mike Healy	Director, Public Works & Transportation

be, and each is, authorized, directed and empowered, on behalf of the Governmental Entity, to (i) sign and deliver to Caterpillar, and its successors and assigns, the Agreement and any related documents, and (ii) take or cause to be taken all actions he/she deems necessary or advisable to acquire the Equipment, including the signing and delivery of the Agreement and related documents; and

that the signatory below is authorized to attest to these resolutions and affix the seal of the Governmental Entity to the Agreement, these resolutions, and any related documents; and

that nothing in these resolutions, the Agreement or any other document imposes a pecuniary liability or charge upon the general credit of the Governmental Entity or against its taxing power, except to the extent that the payments payable under the Agreement are special limited obligations of the Governmental Entity as provided in the Agreement; and

that a breach of these resolutions, the Agreement or any related document will not impose any pecuniary liability upon the Governmental Entity or any charge upon its general credit or against its taxing power, except to the extent that the payments payable under the Agreement are special limited obligations of the Governmental Entity as provided in the Agreement; and

that the authority granted by these resolutions will apply equally and with the same effect to the successors in office of the Authorized Persons.

I, Rene LaRoche, Board Clerk of COUNTY OF MARIPOSA, certify that the resolutions above are a full, true and correct copy of resolutions of the governing body of the Governmental Entity. I also certify that the resolutions were duly and regularly passed and adopted at a meeting of the governing body of the Governmental Entity. I also certify that such meeting was duly and regularly called and held in all respects as required by law, at the Governmental Entity's office. I also certify that at such meeting, a majority of the governing body of the Governmental Entity was present and voted in favor of these resolutions.

I also certify that these resolutions are still in full force and effect and have not been amended or revoked.

IN WITNESS of these resolutions, the signatory named below executes this document on behalf of the Governmental Entity.

SIGNATURE [To be signed by authorized individual.]

Signature _____

Title Clerk of the Board

Date _____

Purchase Agreement
Contract Number 001-70016165

CAT Financial

This Purchase Agreement is between **HOLT OF CALIFORNIA** ("Vendor") and **Caterpillar Financial Services Corporation** ("Cat Financial"). Vendor agrees to sell to Cat Financial and Cat Financial agrees to buy from Vendor the equipment described below (the "Unit(s)"), subject to the terms and conditions set forth below and on the reverse side hereof.

Description of Unit(s)	Serial#	VIN #	Freight	Total Price
(1) 926M CATERPILLAR Small Wheel Loader	LTE06264		$	$138,217.99

Lessee:
COUNTY OF MARIPOSA
4639 BEN HUR ROAD
MARIPOSA, CA 95338-9474

Subtotal	**$138,217.99**
Federal Excise Tax	**$0.00**
Other Tax	**$0.00**
Total Purchase Price	**$138,217.99**

Unit(s) Delivery Point:
4639 BEN HUR ROAD
MARIPOSA, CA 95338-9474

See next page for additional terms and conditions.

SIGNATURES

CATERPILLAR FINANCIAL SERVICES CORPORATION

Signature _____

Name (Print) _____

Title _____

Date _____

HOLT OF CALIFORNIA

Signature _____

Name (Print) _____

Title _____

Date _____

Additional Terms and Conditions
Contract Number 001-70016165

CAT Financial

1. The lessee named on the front hereof (the "Lessee") has selected the Unit(s), instructed Cat Financial to purchase the Unit(s) from Vendor, and agreed to lease the Unit(s) from Cat Financial.

2. Cat Financial (or its assignee) will have no obligation hereunder (and any sums previously paid by Cat Financial to Vendor with respect to the Unit(s) shall be promptly refunded to Cat Financial) unless (a) all of the conditions set forth in Section 1.3 (if a master lease agreement) or Section 1 (if a non-master lease agreement) of the lease with the Lessee covering the Unit(s) have been timely fulfilled and (b) the Lessee has not communicated to Cat Financial (or its assignee), prior to "Delivery" (as hereinafter defined) of the Unit(s), an intent not to lease the Unit(s) from Cat Financial. All conditions specified in this paragraph shall be deemed timely fulfilled unless prior to Delivery of the Unit(s), Cat Financial (or its assignee) shall notify Vendor to the contrary in writing. which shall include fax or email. "Delivery" shall mean the later of the time (a) Cat Financial executes this Purchase Agreement or (b) the Lessee or its agent takes control and/or physical possession of the Unit(s).

3. Upon timely satisfaction of the conditions specified in Paragraph 2 above, ownership, title and risk of loss to the Unit(s) shall transfer to Cat Financial (or its assignee) upon Delivery of the Unit(s).

4. Vendor warrants that (a) upon Delivery of the Unit(s), Cat Financial (or its assignee) will be the owner of and have absolute title to the Unit(s) free and clear of all claims, liens, security interests and encumbrances and the description of the Unit(s) set forth herein is correct and (b) the Unit Transaction Price set forth on the front hereof for each unit of Unit(s) leased under a lease is equal to such Unit(s)'s fair market value.

5. Vendor shall forever warrant and defend the sale of the Unit(s) to Cat Financial (or its assignee), its successors and assigns, against any person claiming an interest in the Unit(s).

6. Provided that no event of default exists under any agreement between Lessee and Cat Financial and upon timely satisfaction of the conditions specified in Paragraph 2 above, and unless otherwise agreed to in this Purchase Agreement, Cat Financial (or its assignee) shall pay Vendor the total Purchase Price set forth on the front hereof for the Unit(s) within three business days following (a) the receipt and approval by Cat Financial of all documentation deemed necessary by Cat Financial in connection with the lease transaction and (b) all credit conditions have been satisfied.

7. Vendor shall deliver the Unit(s) to the Lessee at the delivery point set forth on the front hereof.

8. This Purchase Agreement may be assigned by Cat Financial to a third party. Vendor hereby consents to any such assignment.

9. This Purchase Agreement shall become effective only upon execution by Cat Financial.

Opinion of Counsel

CAT Financial

Re: Governmental Equipment Lease-Purchase Agreement (Contract Number 001-70016165) (the "Lease") Between COUNTY OF MARIPOSA ("Lessee") and Caterpillar Financial Services Corporation ("Lessor")

Sir/Madam:

I am an attorney for Lessee, and in that capacity, I am familiar with the above-referenced transaction, the Lease, and all other documents pertaining to the Lease (the Lease and such other documents pertaining to the Lease being referred to as the "Lease Agreements").

Based on my examination of these and such other documents, records and papers and matters of fact and laws as I deemed to be relevant and necessary as the basis for my opinion set forth below, upon which opinion Lessor and any subsequent assignee of Lessor's interest may rely, it is my opinion that:

1. Lessee is a fully constituted political subdivision or agency duly organized and existing under the Constitution and laws of the State of California (the "State"), and is authorized by such Constitution and laws (i) to enter into the transaction contemplated by the Lease Agreements and (ii) to carry out its obligations thereunder.

2. The Lease Agreements (i) have been duly authorized, executed and delivered by Lessee and (ii) constitute valid, legal and binding obligations and agreements of Lessee, enforceable against Lessee in accordance with their terms, assuming due authorization and execution thereof by Lessor.

3. No further approval, license, consent, authorization or withholding of objections is required from any federal, state or local governmental authority with respect to the entering into or performance by Lessee of the Lease Agreements and the transactions contemplated by the Lease Agreements.

4. Lessee has sufficient appropriations or other funds available to pay all amounts due under the Lease Agreements for the current fiscal year.

5. The interest payable to Lessor by Lessee under the Lease Agreements is exempt from federal income taxation pursuant to Section 103 of the Internal Revenue Code of 1986, as amended.

6. The entering into and performance of the Lease Agreements will not (i) conflict with, or constitute a breach or violation of, any judgment, consent decree, order, law, regulation, bond, indenture or lease applicable to Lessee, or (ii) result in any breach of, or constitute a default under, or result in the creation of, any lien, charge, security interest or other encumbrance upon any assets of Lessee or the Units (as defined in the Lease) pursuant to any indenture, mortgage, deed of trust, bank loan, credit agreement or other instrument to which Lessee is a party, or by which it or its assets may be bound.

7. No litigation or proceeding is pending or, to the best of my knowledge, threatened to, or which may, (a) restrain or enjoin the execution, delivery or performance by Lessee of the Lease Agreements, (b) in any way contest the validity of the Lease Agreements, (c) contest or question (i) the creation or existence of Lessee or its governing body or (ii) the authority or ability of Lessee to execute or deliver the Lease Agreements or to comply with or perform its obligations under the Lease Agreements. There is no litigation or proceeding pending or, to the best of my knowledge, threatened that seeks to or could restrain or enjoin Lessee from annually appropriating sufficient funds to pay the Lease Payments (as defined in the Lease) or other amounts contemplated by the Lease Agreements. In addition, I am not aware of any facts or circumstances which would give rise to any litigation or proceeding described in this paragraph.

8. The Units are personal property and, when subjected to use by Lessee, will not be or become fixtures under the laws of the State.

9. The authorization, approval and execution of the Lease Agreements, and all other proceedings related to the transactions contemplated by the Lease Agreements, have been performed in accordance with all applicable open meeting, public records, public bidding and all other applicable laws, rules and regulations of the State.

10. The appropriation of moneys to pay the Lease Payments coming due under the Lease and any other amounts contemplated by the Lease Agreements does not and will not result in the violation of any constitutional, statutory or other limitation relating to the manner, form or amount of indebtedness which may be incurred by Lessee.

11. The Lessor will have a perfected security interest in the Units upon the filing of an executed UCC-1 or other financing statement at the time of acceptance of the Units with the Secretary of State for the State.

SIGNATURE

COUNTY OF MARIPOSA

Name(Print): Steven W. Dahlem

Date: _____

Signature: _____

Address: 5100 Bullion Street

Title: County Counsel

Mariposa, CA 95338

_____

CATERPILLAR INSURANCE COMPANY (CIC) SELECTION FORM

Before financing your equipment, you must arrange physical damage insurance on the equipment identified below. The insurance may be provided through an insurance agent or insurance company of your choice, provided the insurance company satisfies minimum financial requirements.

As an alternative to obtaining your own insurance, you may elect to have your equipment insured under coverage arranged by Caterpillar Insurance Services Corporation, that has been designed specifically for the purchasers of Cat® equipment.

Please complete this form if you elect to insure your equipment with Caterpillar Insurance Company (CIC).

CIC Physical Damage Insurance Policy Summary

Please note: This is only a brief description of the CIC Physical Damage Insurance Program. Contractual provisions contained in the policy will govern.

Coverage

CIC Physical Damage Insurance protects your equipment against physical damage losses, including collision, fire, theft, vandalism, upset or overturn, floods, sinking, earthquakes and other unfortunate acts of nature. The protection has been designed for owners of heavy equipment and provides superior benefits you most likely would not find in other plans.

The CIC Physical Damage Insurance does include normal exclusions. Some important exclusions are wear and tear, rust, loss of income, war, nuclear damage, and mechanical breakdown, automobiles, watercraft, waterborne shipments, tires or tubes or mobile track belts damaged by blow-out, puncture, and road damage.

Repairs

When a covered loss occurs, this plan will pay for Cat® replacement parts on all your new or used Caterpillar equipment.On all equipment from other manufacturers, the plan will pay for comparable replacement parts.

Transportation

Your CIC plan will pay for round-trip transportation of covered damaged equipment to and from your Cat dealer's repair facility, up to $2,500 limit.

Rental Reimbursement

The plan allows for rental costs up to $2,500 that you incur to rent similar equipment following a covered loss. You are automatically protected with up to $100,000 of coverage for damage to the similar equipment you rent.

Claims

In the event of a total loss, the policy will pay the greatest of the following:

- The payoff value of the loan on the damaged parts or equipment as of the date of loss or
- The actual cash value of that covered property; or
- The cost of replacing that property with property of like kind and quality

The policy will pay 10% of scheduled loss, up to a $10,000 maximum for debris removal.

The policy will pay fire department service fees up to $5,000.

Deductible

$1,000 Construction and Agricultural Equipment Deductibles:
$5,000 deductible all logging Equipment

Customer Service

If you have any questions or need additional details, see your Authorized Cat Dealer or call CIC toll free at **1-800-248-4228.**
You may also e-mail CIC at physicaldamage@cat.com

POLICYHOLDER DISCLOSURE
NOTICE OF TERRORISM RISK INSURANCE ACT OF 2002
(as extended by the Terrorism Risk Insurance Extension Act of 2005, and as amended in 2007)

You are hereby notified that under the Terrorism Risk Insurance Act, as amended in 2007, the definition of act of terrorism has changed. As defined in Section 102(1) of the Act: The term "act of terrorism" means any act that is certified by the Secretary of the Treasury - in concurrence with the Secretary of State, and the Attorney General of the United States - to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property,or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

Under your coverage, any losses resulting from certified acts of terrorism may be partially reimbursed by the United States Government under a formula established by the Terrorism Risk Insurance Act, as amended in 2007. However, your policy may contain other exclusions, which might affect your coverage, such as an exclusion for nuclear events. Under the formula, the United States Government generally reimburses 85% of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The Terrorism Risk Insurance Act, as amended, contains a $100 billion cap that limits U.S. Government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses exceeds $100 billion in any one calendar year. If the aggregate insured losses for all insurers exceed $100 billion, your coverage may be reduced. The portion of your premium that is attributable to coverage for terrorist acts certified under the Act is: $ 0.00

APPLICATION FOR CIC PHYSICAL DAMAGE INSURANCE

Model #	Equipment Description	Serial #	VIN	Value Including Total Tax	Pymt Method-3 Total Premium	Pymt Method-1 Finance Pymt
1. 926M	Small Wheel Loader	LTE06264		$138,217.99	$3,565.00	$64.04

Marsha Blaisdell

Marsha Blaisdell, Authorized Insurance Producer

Arranged by Caterpillar Insurance Services Corporation

I understand that the total insurance premium for 60 months will be $3,565.00, which is $713.00 per year based upon the total equipment value of $138,217.99.

Method 1 ☐ I will finance the insurance premium, including finance charges, of $64.04 per scheduled equipment payment. The finance charge is calculated at 2.99% per annum on the total insurance premium covering the full term of the finance agreement. By choosing Method 1 and signing this document you are agreeing to finance the insurance along with the equipment payments with Caterpillar Financial Services Corporation.

Method 2 ☐ I desire coverage for an initial 12 month term. I will pay the $713.00 premium and return the payment with the signed equipment documents. Please make check payable to CIC.

Method 3 ☐ I will pay the total premium and return the payment with the signed equipment documents. Please make check payable to CIC.

Method 4 ☐ I decline Caterpillar Insurance. I elect to obtain my own commercial insurance on the equipment shown from an agent or insurance company of my choice.

I understand that the quote I receive is not a binder of insurance. If I elect to obtain coverage from CIC, coverage will be effective in accordance with the terms and conditions of the issued Policy and that I may terminate the coverage at any time with advance written notice.

I acknowledge that I have been notified that, under the TERRORISM RISK INSURANCE ACT of 2002 (as extended by the Terrorism Risk Insurance Extension Act of 2005), any losses caused by certified acts of terrorism under my policy will result in coverage under my policy that will be partially reimbursed by the United States as outlined in the attached policyholder disclosure notification.

I also acknowledge I have been advised that, if I accept this insurance, an appointed licensed insurance producer will receive commission compensation.

Customer Name: COUNTY OF MARIPOSA
Dealer Name: HOLT OF CALIFORNIA

Please note: If you would like a no obligation quote on your additional equipment, call 1-800-248-4228 extension 5754.

Accepted By: _____ Name (PRINT): _____

Title: _____ Date: _____

Fraud Warning:

Applicable in AL, AR, DC, LA, MD, NM, RI and WV: Any person who knowingly (or willfully)* presents a false or fraudulent claim for payment of a loss or benefit or knowingly (or willfully)* presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison. *Applies in MD Only.

Applicable in CO: It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

Applicable in FL and OK: Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony (of the third degree)*. *Applies in FL Only.

Applicable in KS: Any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance which such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act.

Applicable in KY, NY, OH and PA: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties (not to exceed five thousand dollars and the stated value of the claim for each such violation)*. *Applies in NY Only.

Applicable in ME, TN, VA and WA: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties (may)* include imprisonment, fines and denial of insurance benefits. *Applies in ME Only.

Applicable in NJ: Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

Applicable in OR: Any person who knowingly and with intent to defraud or solicit another to defraud the insurer by submitting an application containing a false statement as to any material fact may be violating state law.

Applicable in PR: Any person who knowingly and with the intention of defrauding presents false information in an insurance application, or presents, helps, or causes the presentation of a fraudulent claim for the payment of a loss or any other benefit, or presents more than one claim for the same damage or loss, shall incur a felony and, upon conviction, shall be sanctioned for each violation by a fine of not less than five thousand dollars ($5,000) and not more than ten thousand dollars ($10,000), or a fixed term of imprisonment for three (3) years, or both penalties. Should aggravating circumstances [be] present, the penalty thus established may be increased to a maximum of five (5) years, if extenuating circumstances are present, it may be reduced to a minimum of two (2) years.

INSURANCE SELECTION FORM-OUTSIDE INSURANCE CARRIER

CAT Financial

Before funding your equipment, you must arrange physical damage insurance on the equipment identified below. The insurance may be provided through an insurance agent or insurance company of your choice, provided the insurance company satisfies minimum financial requirements.

Physical Damage coverage must show that Caterpillar Financial Services Corporation has been named as loss payee for the equipment's replacement value. The deductible must be shown. Liability Coverage must be a minimum of $1,000,000 or combined coverage for bodily injury and property damage per occurrence. Caterpillar Financial Services Corporation must be named as additional insured.

As an alternative to obtaining your own Physical Damage coverage, you may elect to have your equipment insured under coverage arranged by Caterpillar Financial Services Corporation designed specifically for the purchasers of Caterpillar equipment. If a quote is not included in your document package, please contact your Caterpillar Dealer, call **1-800-248-4228**, or e-mail Cat.Insurance@cat.com.

Please complete this form to provide contact information for your liability coverage, as well as your physical damage coverage if you did not elect Caterpillar Insurance for physical damage.

Transaction Number: 001-70016165 **Dealer Name:** HOLT OF CALIFORNIA
Customer's Name: COUNTY OF MARIPOSA
Address: 4639 BEN HUR ROAD
MARIPOSA, CA 95338-9474

I have entered into the above agreement under which **I am responsible for providing insurance** against **ALL RISKS** of direct physical loss or damage for the actual cash value of the following equipment, subject to common exclusions such as damage caused by corrosion, rust, mechanical or electrical breakdown, etc.

MAKE/MODEL	DESCRIPTION OF UNITS	SERIAL/VIN	Value Including Tax
1 New Caterpillar 926M	2019 Small Wheel Loader	LTE06264	$138,217.99

Alliant Insurance Services, Inc.
Insurance Agency — Insurance Agent's Name

P.O. Box 6450
Street Address

Newport Beach — CA — 92658-6450
City — State — Zip

Agent's Phone Number — Fax Number — E-mail Address

TO CUSTOMER'S INSURANCE AGENT

I hereby instruct you to add Caterpillar Financial Services Corporation as a Loss Payee for physical damage and as an Additional Insured for general liability:

[ ] To my existing policy number(s)_____, which now provide the coverage required, or

[ ] To a policy or policies which you are authorized to issue in the name listed above which will provide the coverage required.

Signature _____ APPROVE AS TO FORM:

Name(Print) Mike Healy _____

County Counsel

Title Director, Public Works & Transportation

Date 1.12.2021

PROCESSING OF THIS TRANSACTION MAY BE HELD PENDING RECEIPT OF THIS INFORMATION

PLEASE FORWARD A COPY OF THE CERTIFICATE OR BINDER EVIDENCING COVERAGE TO:
CATERPILLAR FINANCIAL SERVICES CORPORATION
2120 West End Avenue
Nashville, TN 37203

PLEASE ATTACH A COPY OF THIS NOTICE TO PROOF OF INSURANCE

CERTIFICATE NO.

GL1-7606 AI

CERTIFICATE OF COVERAGE

ISSUE DATE

09/02/2020

Public Risk Innovation, Solutions and Management
C/O ALLIANT INSURANCE SERVICES, INC.
PO BOX 6450
NEWPORT BEACH, CA 92658-6450

PHONE (949) 756-0271 / FAX (619) 699-0901
LICENSE #0C36861

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BELOW. THIS CERTIFICATE OF COVERAGE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED and/or requesting a WAIVER OF SUBROGATION, the Memorandums of Coverage must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

COVERAGE AFFORDED	**A- Public Risk Innovation, Solutions and Management**
COVERAGE AFFORDED	**B**
COVERAGE AFFORDED	**C**
COVERAGE AFFORDED	**D**

Member:
MARIPOSA COUNTY
ATTN: RHONDA SCHERF
P.O. BOX 189
MARIPOSA, CA 95338-0189

Coverages

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

CO LTR	TYPE OF COVERAGE	MEMORANDUM NUMBER	COVERAGE EFFECTIVE DATE	COVERAGE EXPIRATION DATE	LIABILITY LIMITS
A	[X] Excess General Liability	PRISM 20 EL-34	07/01/2020	07/01/2021	$1,000,000 Limits inclusive of the Member's Self-Insured Retention of $150,000

Description of Operations/Locations/Vehicles/Special Items:

AS RESPECTS LEASE PURCHASE AGREEMENT 3908999 BETWEEN MARIPOSA COUNTY AND CATERPILLAR FINANCIAL SERVICES CORPORATION FOR THE LEASE-PURCHASE OF A 926M CATERPILLAR WHEEL LOADER, SERIAL NUMBER LTE06264 (VALUE $188,218)

CATERPILLAR FINANCIAL SERVICES CORPORATION AND/OR ITS ASSIGNEE IS INCLUDED AS AN ADDITIONAL COVERED PARTY, BUT ONLY INSOFAR AS THE OPERATIONS UNDER THIS CONTRACT ARE CONCERNED.

Certificate Holder

CATERPILLAR FINANCIAL SERVICES CORPORATION
2120 WEST END AVE
NASHVILLE, TN 37203

Cancellation

SHOULD ANY OF THE ABOVE DESCRIBED MEMORANDUMS OF COVERAGES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WIL BE DELIVERED IN ACCORDANCE WITH THE MEMORANDUMS OF COVERAGE PROVISIONS.

AUTHORIZED REPRESENTATIVE

Gina Dean

Public Risk Innovation, Solutions and Management

ENDORSEMENT NO. U-1

PUBLIC RISK INNOVATION, SOLUTIONS AND MANAGEMENT
GENERAL LIABILITY 1
ADDITIONAL COVERED PARTY AMENDATORY ENDORSEMENT

It is agreed that the "**Covered Party**, Covered Persons or Entities" section of the Memorandum is amended to include the person or organization named on the Certificate of Coverage, but only with respect to liability arising out of premises owned by or rented to the Member, or operations performed by or on behalf of the Member or such person or organization so designated.

Coverage provided under this endorsement is limited to the lesser of the limits stated on the Certificate of Coverage or the minimum limits required by contract.

ADDITIONAL COVERED PARTY:

NAME OF PERSON OR ORGANIZATION SCHEDULED PER ATTACHED CERTIFICATE OF COVERAGE

AS RESPECTS:

PER ATTACHED CERTIFICATE OF COVERAGE

It is further agreed that nothing herein shall act to increase PRISM's limit of liability.

This endorsement is part of the Memorandum and takes effect on the effective date of the Memorandum unless another effective date is shown below. All other terms and conditions remain unchanged.

Effective Date: _____ **Memorandum No.: PRISM 20 EL-00**

Issued to: **ALL MEMBERS**

Issue Date: **June 25, 2020**

Gina Dean
Authorized Representative
Public Risk Innovation, Solutions and Management

CERTIFICATE NUMBER: PROP-2736

EVIDENCE OF PROPERTY COVERAGE

ISSUE DATE: 09/02/2020

THIS EVIDENCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST. THIS EVIDENCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BELOW. THIS EVIDENCE OF COVERAGE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND ADDITIONAL INTEREST.

Public Risk Innovation, Solutions and Management

C/O ALLIANT INSURANCE SERVICES, INC.
PO BOX 6450
NEWPORT BEACH, CA 92658-6450

PHONE (949) 756-0271 / FAX (619) 699-0901
LICENSE #0C3686

COVERAGE AFFORDED BY: **A - Public Risk Innovation, Solutions and Management**

COVERAGE AFFORDED BY: **B -**

MEMBER

MARIPOSA COUNTY
ATTN: RHONDA SCHERF
P.O. BOX 189
MARIPOSA, CA 95338-0189

TOWER NUMBER:

MEMORANDUM NUMBER: EIAPPR20-22

EFFECTIVE DATE: 03/31/2020

EXPIRATION DATE: 03/31/2021

CONT. UNTIL TERMINATED IF CHECKED: ☐

THIS REPLACES PRIOR EVIDENCE:

PROPERTY INFORMATION

LOCATION / DESCRIPTION

AS RESPECTS LEASE PURCHASE AGREEMENT 3908999 BETWEEN MARIPOSA COUNTY AND CATERPILLAR FINANCIAL SERVICES CORPORATION FOR THE LEASE-PURCHASE OF A 926M CATERPILLAR WHEEL LOADER, SERIAL NUMBER LTE06264 (VALUE $188,218)

CATERPILLAR FINANCIAL SERVICES AND/OR ITS ASSIGNEE CORPORATION IS NAMED AS LOSS PAYEE AS THEIR INTEREST MAY APPEAR.

THIS IS TO CERTIFY THAT THE MEMORANDUMS OF COVERAGE LISTED ABOVE HAVE BEEN ISSUED TO THE MEMBER NAMED ABOVE FOR THE PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EVIDENCE MAY BE ISSUED OR MAY PARTAIN. THE COVERAGE AFFORED BY THE MEMORANDUMS DESCRIBED HEREIN IS SUBJECT TO ALL TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH MEMORANDUMS. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

COVERAGE INFORMATION

COVERAGE / PERILS / FORMS	AMOUNT OF INSURANCE
ALL RISK OF DIRECT PHYSICAL LOSS OR DAMAGE, INCLUDING FLOOD.	$25,000,000 PER OCC FOR ALL RISK AND ANN AGG FOR FLOOD
EARTHQUAKE IS EXCLUDED. EARTHQUAKE LIMIT IS NOT APPLICABLE.	$25,000,000 PER OCC/ANN AGG FOR EARTHQUAKE
REPAIR OR REPLACEMENT COST VALUATION SUBJECT TO MEMORANDUM OF COVERAGE PROVISIONS	
VEHICLE/BUSES ARE SUBJECT TO ACTUAL CASH VALUE OR REPLACEMENT COST PER SCHEDULE ON FILE WITH PRISM.	
ALL LIMITS ARE SHARED.	

REMARKS (INCLUDING SPECIAL CONDITIONS)

DEDUCTIBLES:

ALL RISK OF DIRECT PHYSICAL LOSS OR DAMAGE (EXCLUDING FLOOD AND EARTHQUAKE):	$5,000	PER OCCURRENCE AS PER SCHEDULE ON FILE WITH PRISM.
FLOOD:	$25,000	EXCEPT FOR CRITICAL FLOOD (LOCATIONS IN FEMA FLOOD ZONE A OR V) DEDUCTIBLE IS $100,000.

VEHICLES AND MOBILE EQUIPMENT IF COVERAGE IS SCHEDULED AND PURCHASED, DEDUCTIBLE APPLIES PER SCHEDULE ON FILE WITH PRISM.

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED MEMORANDUM(S) OF COVERAGE BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE MEMORANDUM(S) OF COVERAGE PROVISIONS.

ADDITIONAL INTEREST

NAME AND ADDRESS

CATERPILLAR FINANCIAL SERVICES CORPORATION
2120 WEST END AVE
NASHVILLE, TN 37203

NATURE OF INTEREST

☐ MORTGAGEE
☒ LOSS PAYEE
☐ (OTHER)

AUTHORIZED REPRESENTATIVE

Gina Dean
Public Risk Innovation, Solutions and Management

ENDORSEMENT NO. U-7

PUBLIC RISK INNOVATION, SOLUTIONS AND MANAGEMENT (PRISM) PROPERTY PROGRAM

LENDER'S LOSS PAYABLE ENDORSEMENT

It is understood and agreed by **PRISM** that:

1. **Loss** or damage, if any, under this Memorandum, shall be paid to the payee named in this Memorandum, its successors and assigns, hereinafter referred to as the **lender,** in whatever form or capacity its interests may appear and whether said interest be vested in said **lender** in its individual or in its disclosed or undisclosed fiduciary or representative capacity, or otherwise, or vested in a nominee or trustee of said **lender**.

2. The coverage under this Memorandum, or any rider or endorsement attached thereto, as to the interest only of the **lender,** its successors and assigns, shall not be invalidated nor suspended:

   A. By any error, omission, or change respecting the ownership, description, possession, or location of the subject of the coverage or the interest therein, or the title thereto;

   B. By the commencement of foreclosure proceedings or the giving of notice of sale of any of the property covered by this Memorandum by virtue of any mortgage or trust deed; or

   C. By any breach of warranty, act, omission, neglect, or non-compliance with any of the provisions of this Memorandum, including any and all riders now or hereafter attached thereto, by the **covered party**, the borrower, mortgagor, trustor, vendee, owner, tenant, warehouseman, custodian, occupant, or by the agents of either or any of them or by the happening of any event permitted by them or either of them, or their agents, or which they failed to prevent, whether occurring before or after the attachment of this endorsement, or whether before or after a **loss**, which under the provisions of this Memorandum of coverage or of any rider or endorsement attached thereto would invalidate or suspend the coverage as to the **covered party**, excluding any acts or omissions of the **lender** while exercising active control and management of the property.

3. In the event of failure of the **covered party** to pay any premium or additional premium which shall be or become due under the terms of this Memorandum or on account of any change in occupancy or increase in hazard not permitted by this Memorandum, PRISM agrees to give written notice to the **lender** of such non-payment of premium after sixty (60) days from and within one hundred and twenty (120) days after due date of such premium and it is a condition of the continuance of the rights of the **lender** hereunder that the **lender** when so notified in writing by PRISM of the failure of the **covered party** to pay such premium shall pay or cause to be paid the premium due within ten (10) days following receipt of PRISM's demand in writing therefore. If the **lender** shall decline to pay said premium or additional premium, the rights of the **lender** under this lender's **loss** payable endorsement shall not be terminated before ten (10) days after receipt of said written notice by the **lender**.

4. Whenever PRISM shall pay to the **lender,** any sum for **loss** or damage under this Memorandum and shall claim that as to the **covered party** no liability therefore exists, this Memorandum, at its option, may pay to the **lender** the whole principal sum and interest and other indebtedness due or to become due from the **covered party**, whether secured or unsecured, (with refund of all interest not accrued), and PRISM, to the extent of such payment, shall thereupon receive a full assignment and transfer, without recourse, of the debt and all rights and securities held as collateral thereto.

5. If there be any other coverage upon the described property, PRISM shall be liable under this Memorandum as to the **lender** for the proportion of such **loss** or damage that the sum hereby covered bears to the entire coverage of similar character on said property under policies held by, payable to and expressly consented to by the **lender**. Any contribution clause included in any fallen building clause waiver or any extended coverage endorsement attached to this Memorandum is hereby nullified except contribution clauses for the compliance with which the **covered party** has received reduction in the rate charged or has received extension of the coverage to include hazards other than fire and compliance with such contribution clause is made a part of the consideration for covering such other hazards. The **lender** upon the payment to it of the full amount of its claim, will subrogate PRISM (pro rata with all other insurers/coverage provides contributing to said payment) to all of the lender's rights of contribution under said other insurance of contribution under said other insurance.

6. Should legal title to and beneficial ownership of any of the property covered under this Memorandum become vested in the **lender** or its agents, coverage under this Memorandum shall continue for the term thereof for the benefit of the **lender** but, in such event, any privileges granted by this lender's **loss** payable endorsement which are not also granted the **covered party** under the terms and conditions of this Memorandum and/or under other riders or endorsements attached thereto shall not apply to the coverage. hereunder as respects such property.

7. All notices herein provided to be given by PRISM to the **lender** in connection with this Memorandum and this lender's **lender** payable endorsement shall be mailed to or delivered to the **lender** at its office or branch described on the first page of this Memorandum.

It is further agreed that nothing herein shall act to increase PRISM's **Limit of Liability**.

This endorsement is part of the Memorandum and takes effect on the effective date of the Memorandum unless another effective date is shown below. All other terms and conditions remain unchanged

Effective Date: **Memorandum No.:** EIAPPR20-22

Issue Date: March 27, 2020

Gina Dean

Authorized Representative
Public Risk Innovation, Solutions and Management

CUSTOMER INFORMATION VERIFICATION
Contract Number 001-70016165

CAT Financial

CUSTOMER INFORMATION		CHANGES TO CUSTOMER INFORMATION
Customer Name:	COUNTY OF MARIPOSA	
Physical Address:	4639 BEN HUR ROAD	
	MARIPOSA, CA, 95338-9474	
Mailing Address:	4639 BEN HUR ROAD	
	MARIPOSA, CA, 95338-9474	
Equipment Location:	4639 BEN HUR ROAD	
	MARIPOSA, CA, 95338-9474	
Business Phone:		
E-mail Address:		

The changes above apply to: Current Request for financing All active contracts

TAX INFORMATION

Tax Exempt** **Non-Exempt**

Asset outside the City limits Yes _____ No _____

***A Tax Exemption Certificate is required for all tax exempt customer. If you are tax exempt – please enclose a current tax exemption certificate to be returned with your documents.*

DIRECT PAY INFORMATION (Checking Account Information)

I am currently on Direct Pay and authorize Direct Pay for this transaction. Please use my ACH information on file.

I **decline** Direct Pay authorization at this time

I request and authorize Caterpillar Financial Services Corporation ("Cat Financial") to begin debiting my account for the amounts due under the contract(s) indicated below, with debits made to my account and withdrawn by Cat Financial, provided my account has sufficient collected funds to pay the debit when presented. If my financial institution dishonors any debit for any reason, Cat Financial may issue another debit in substitution for the dishonored debit and will have no liability on account of a dishonored debit. I agree that Cat Financial's rights relating to each debit will be the same as if I had personally signed a check. I agree that I will be liable to make payment promptly, including any applicable late fees, if any debit is not paid, unless Cat Financial or its agents or affiliates are directly responsible for the nonpayment. I acknowledge that I may cancel this authorization at any time by written notice to Cat Financial, which notice will be effective 10 days after receipt; however, my cancellation of this authorization does not terminate, cancel or reduce my obligations under the contract(s). I understand that Cat Financial will not notify me in advance of any withdrawal and I agree to waive all pre-notification requirements in respect of all debits drawn under this authorization. Please use the information below to set up Direct Pay on:

Bank Name

Account Name (exactly as it appears on Check)

Routing Number

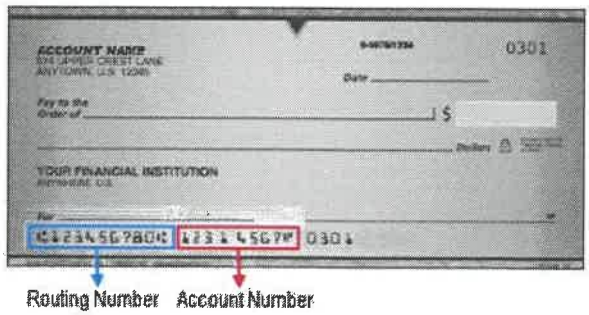
9 digits

Account Number

3-17 digits

Re-Enter Account Number

3-17 digits



Current Request for financing All active contracts (*Does not apply to future transactions*)

CUSTOMER SIGNATURE

The information above has been reviewed and is accurate to the best of my knowledge. For a joint account, all account holders must sign if more than one signature is required on checks issued against the account.

_____

Name _____

Title _____

For questions or assistance with Direct Pay, or for information about your account, please contact Customer Service, 1-800-651-0567.

Form **8038-G** (Rev. September 2018)

Department of the Treasury
Internal Revenue Service

Information Return for Tax-Exempt Governmental Bonds

▶ Under Internal Revenue Code section 149(e)
▶ See separate instructions.
Caution: *If the issue price is under $100,000, use Form 8038-GC.*
▶ Go to *www.irs.gov/F8038G* for instructions and the latest information.

OMB No. 1545-0720

Part I Reporting Authority

If **Amended Return**, check here ▶ ☐

1 Issuer's name
County of Mariposa

2 Issuer's employer identification number (EIN)
94-6000880

3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)

3b Telephone number of other person shown on 3a

4 Number and street (or P.O. box if mail is not delivered to street address) — Room/suite
4639 Ben Hur Rd

5 Report number *(For IRS Use Only)*
3

6 City, town, or post office, state, and ZIP code
Mariposa, CA 95338

7 Date of issue

8 Name of issue
County of Mariposa

9 CUSIP number

10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions)

10b Telephone number of officer or other employee shown on 10a
209-966-5356

Part II Type of Issue (enter the issue price). See the instructions and attach schedule.

11	Education	11		
12	Health and hospital	12		
13	Transportation	13		
14	Public safety	14		
15	Environment (including sewage bonds)	15		
16	Housing	16		
17	Utilities	17		
18	Other. Describe ▶	18	138,217	99
19a	If bonds are TANs or RANs, check only box 19a ▶ ☐			
b	If bonds are BANs, check only box 19b ▶ ☐			
20	If bonds are in the form of a lease or installment sale, check box ▶ ☐			

Part III Description of Bonds. Complete for the entire issue for which this form is being filed.

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21		$	$	years	2.99 %

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)

22	Proceeds used for accrued interest	22		
23	Issue price of entire issue (enter amount from line 21, column (b))	23	138,217	99
24	Proceeds used for bond issuance costs (including underwriters' discount)	24		
25	Proceeds used for credit enhancement	25		
26	Proceeds allocated to reasonably required reserve or replacement fund	26		
27	Proceeds used to refund prior tax-exempt bonds. Complete Part V	27		
28	Proceeds used to refund prior taxable bonds. Complete Part V	28		
29	Total (add lines 24 through 28)	29		
30	Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30	138,217	99

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.

31	Enter the remaining weighted average maturity of the tax-exempt bonds to be refunded ▶	years
32	Enter the remaining weighted average maturity of the taxable bonds to be refunded ▶	years
33	Enter the last date on which the refunded tax-exempt bonds will be called (MM/DD/YYYY) ▶	
34	Enter the date(s) the refunded bonds were issued ▶ (MM/DD/YYYY)	

Part VI Miscellaneous

35	Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)	35	
36a	Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC). See instructions	36a	
b	Enter the final maturity date of the GIC ▶ (MM/DD/YYYY)		
c	Enter the name of the GIC provider ▶		
37	Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units	37	
38a	If this issue is a loan made from the proceeds of another tax-exempt issue, check box ▶ ☐ and enter the following information:		
b	Enter the date of the master pool bond ▶ (MM/DD/YYYY)		
c	Enter the EIN of the issuer of the master pool bond ▶		
d	Enter the name of the issuer of the master pool bond ▶		
39	If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box ▶		☑
40	If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box ▶		☐
41a	If the issuer has identified a hedge, check here ▶ ☐ and enter the following information:		
b	Name of hedge provider ▶		
c	Type of hedge ▶		
d	Term of hedge ▶		
42	If the issuer has superintegrated the hedge, check box ▶		☐
43	If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box ▶		☐
44	If the issuer has established written procedures to monitor the requirements of section 148, check box ▶		☐
45a	If some portion of the proceeds was used to reimburse expenditures, check here ▶ ☐ and enter the amount of reimbursement ▶		
b	Enter the date the official intent was adopted ▶ (MM/DD/YYYY)		

Signature and Consent

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.

Keith Williams 1/11/21

Signature of issuer's authorized representative — Date

Keith Williams, Treasurer

Type or print name and title

Paid Preparer Use Only

Print/Type preparer's name	Preparer's signature	Date	Check ☐ if self-employed	PTIN

Firm's name ▶ — Firm's EIN ▶

Firm's address ▶ — Phone no.

Explanation of Content
Contract Number 001-70016165

Thank you for selecting Caterpillar products and for allowing Caterpillar Financial Services Corporation to serve your financing needs. Included in this document package are all of the forms that will be needed for standard tax exempt lease purchase transactions. The forms have been designed to be clear, concise and user friendly. We have also provided a brief explanation of the purpose of each form. If you wish to discuss any of the forms or have any questions about any aspect of this transaction, we encourage you to contact your Caterpillar Dealer or Caterpillar Financial Services Corporation at 1-866-263-3791 Option # 5.

A. Governmental Equipment Lease-Purchase Agreement. The Governmental Lease-Purchase Agreement contains the terms that govern each transaction between us. It is the standard Caterpillar Financial Services Corporation tax exempt lease-purchase agreement, and provides that we will lease to you the equipment described therein pursuant to a full payout amortization schedule. A new Governmental Equipment Lease-Purchase Agreement will have to be signed in connection with each transaction.

B. Lessee's Authorizing Resolution. The Authorizing Resolution is evidence you have taken the necessary governing body actions to approve the Governmental Equipment Lease-Purchase Agreement. Although the authorizing instrument is often a resolution, it may also take other forms such as an ordinance. We are agreeable to using your customary or standard form provided it contains specific approval for the lease-purchase agreement, designates persons who are authorized to sign on your behalf and either approves the document forms or delegates this authority to a named official **C. Verification of Insurance.** The Certificate of Insurance is intended to supply information regarding the insurance coverage for the equipment being lease-purchased. You will need to supply the requested information to us so we can verify coverage.

D. Opinion of Counsel. An opinion of counsel is required in connection with each Governmental Equipment Lease-Purchase Agreement. The opinion is intended to confirm that you have complied with all open meeting laws, publication and notice requirements, procedural rules for governing body meetings, and any other relevant state or local government statutes, ordinances, rules or regulations. We would be unable to confirm compliance with these laws and regulations ourselves absent long delays and higher costs so we rely upon the opinion of your attorney since he/she may have been involved in the process to approve our transaction and is an expert in the laws and regulations to which you are subject. The opinion also confirms that you are an entity eligible to issue tax-exempt obligations and that the Governmental Equipment Lease-Purchase Agreement will be treated as tax-exempt as it is your obligation to ensure that you have complied with relevant tax law.

E. Form of 8038G or GC. Form 8038 is required by the Internal Revenue Service in order to monitor the amount of tax-exempt obligations issued. You have to execute a Form 8038 for each Governmental Equipment Lease-Purchase Agreement. Whether a Form 8038 G or GC is required depends on the original principal amount of the Governmental Equipment Lease-Purchase Agreement. If the original principal amount is less than $100,000 Form 8038GC is filed with the IRS. If the original principal amount is $100,000 or more Form 8038G is filed with the IRS. Choose the appropriate 8038 form and complete according to IRS guidelines. Contact your TM or Sales Support Representative for assistance. IRS Form 8038G
http://www.irs.gov/pub/irs-pdf/f8038g.pdf

IRS Form 8038GC http://www.irs.gov/pub/irs-pdf/f8038gc.pdf

This Explanation of Contents is prepared as an accommodation to the parties named herein. It is intended as an example of some of the documents that Caterpillar Financial Services Corporation, in its reasonable judgment, may require and is not intended to constitute legal advice. Please engage and use your own legal counsel. We understand that the laws of the various states are different so nothing herein shall be construed as a warranty or representation that the documents listed herein are the only documents that may be required in any particular transaction or that any particular transaction, if documented in accordance with this Explanation of Contents, will be a valid, binding and enforceable obligation enforceable against the parties named herein in accordance with the terms of the documents named herein.

Meeting Minutes

HOLT OF CALIFORNIA
1521 W CHARTER WAY
STOCKTON, CA 95206-1112

Reference:

COUNTY OF MARIPOSA

We are requesting a copy of the minutes of the appropriation meeting during which the funds for this deal were allocated.

A copy of this information is necessary to complete the documentation package and to fund the deal. Your ability to return a complete package will ensure timely payment to you.

Thank you for your assistance.

CATERPILLAR FINANCIAL SERVICES CORPORATION
DOCUMENTATION DEPARTMENT

42	69,240.69	0.00	1,957.23	0.00	172.52	2.99%	1,784.71	67,455.98
43	67,455.98	0.00	1,957.23	0.00	168.08	2.99%	1,789.15	65,666.83
44	65,666.83	0.00	1,957.23	0.00	163.62	2.99%	1,793.61	63,873.22
45	63,873.22	0.00	1,957.23	0.00	159.15	2.99%	1,798.08	62,075.14
46	62,075.14	0.00	1,957.23	0.00	154.67	2.99%	1,802.56	60,272.58
47	60,272.58	0.00	1,957.23	0.00	150.18	2.99%	1,807.05	58,465.53
total		0.00	23,486.76	0.00	2,096.12		21,390.64	
48	58,465.53	0.00	1,957.23	0.00	145.67	2.99%	1,811.56	56,653.97
49	56,653.97	0.00	1,957.23	0.00	141.16	2.99%	1,816.07	54,837.90
50	54,837.90	0.00	1,957.23	0.00	136.64	2.99%	1,820.59	53,017.31
51	53,017.31	0.00	1,957.23	0.00	132.10	2.99%	1,825.13	51,192.18
52	51,192.18	0.00	1,957.23	0.00	127.55	2.99%	1,829.68	49,362.50
53	49,362.50	0.00	1,957.23	0.00	122.99	2.99%	1,834.24	47,528.26
54	47,528.26	0.00	1,957.23	0.00	118.42	2.99%	1,838.81	45,689.45
55	45,689.45	0.00	1,957.23	0.00	113.84	2.99%	1,843.39	43,846.06
56	43,846.06	0.00	1,957.23	0.00	109.25	2.99%	1,847.98	41,998.08
57	41,998.08	0.00	1,957.23	0.00	104.64	2.99%	1,852.59	40,145.49
58	40,145.49	0.00	1,957.23	0.00	100.03	2.99%	1,857.20	38,288.29
59	38,288.29	0.00	1,957.23	0.00	95.40	2.99%	1,861.83	36,426.46
total		0.00	23,486.76	34,560.00	1,447.69		22,039.07	
60	36,426.46	0.00	1,957.23	34,560.00	90.76	2.99%	36,426.47	(0.01)
total		0.00	1,957.23	34,560.00	90.76		36,426.47	
total		138,717.99	117,433.80	34,560.00	13,275.80		138,718.00	

Ending Balance not equal to early buy out amount.

Amortization Schedule

Transaction Number	4122570
Customer	COUNTY OF MARIPOSA
Model	926M Small Wheel Loader
Serial Number	LTE06264

Number of Payments Made	Starting Balance	Loan	Payment	Option	Interest	Interest Rate	Principal	Ending Balance
		138,717.99						
1	138,717.99	0.00	1,957.23	0.00	345.64	2.99%	1,611.59	137,106.40
2	137,106.40	0.00	1,957.23	0.00	341.62	2.99%	1,615.61	135,490.79
3	135,490.79	0.00	1,957.23	0.00	337.60	2.99%	1,619.63	133,871.16
4	133,871.16	0.00	1,957.23	0.00	333.56	2.99%	1,623.67	132,247.49
5	132,247.49	0.00	1,957.23	0.00	329.51	2.99%	1,627.72	130,619.77
6	130,619.77	0.00	1,957.23	0.00	325.46	2.99%	1,631.77	128,988.00
7	128,988.00	0.00	1,957.23	0.00	321.39	2.99%	1,635.84	127,352.16
8	127,352.16	0.00	1,957.23	0.00	317.32	2.99%	1,639.91	125,712.25
9	125,712.25	0.00	1,957.23	0.00	313.23	2.99%	1,644.00	124,068.25
10	124,068.25	0.00	1,957.23	0.00	309.13	2.99%	1,648.10	122,420.15
11	122,420.15	0.00	1,957.23	0.00	305.03	2.99%	1,652.20	120,767.95
total		138,717.99	21,529.53	0.00	3,579.49		17,950.04	
12	120,767.95	0.00	1,957.23	0.00	300.91	2.99%	1,656.32	119,111.63
13	119,111.63	0.00	1,957.23	0.00	296.78	2.99%	1,660.45	117,451.18
14	117,451.18	0.00	1,957.23	0.00	292.65	2.99%	1,664.58	115,786.60
15	115,786.60	0.00	1,957.23	0.00	288.50	2.99%	1,668.73	114,117.87
16	114,117.87	0.00	1,957.23	0.00	284.34	2.99%	1,672.89	112,444.98
17	112,444.98	0.00	1,957.23	0.00	280.17	2.99%	1,677.06	110,767.92
18	110,767.92	0.00	1,957.23	0.00	275.99	2.99%	1,681.24	109,086.68
19	109,086.68	0.00	1,957.23	0.00	271.81	2.99%	1,685.42	107,401.26
20	107,401.26	0.00	1,957.23	0.00	267.61	2.99%	1,689.62	105,711.64
21	105,711.64	0.00	1,957.23	0.00	263.40	2.99%	1,693.83	104,017.81
22	104,017.81	0.00	1,957.23	0.00	259.18	2.99%	1,698.05	102,319.76
23	102,319.76	0.00	1,957.23	0.00	254.94	2.99%	1,702.29	100,617.47
total		0.00	23,486.76	0.00	3,336.28		20,150.48	
24	100,617.47	0.00	1,957.23	0.00	250.70	2.99%	1,706.53	98,910.94
25	98,910.94	0.00	1,957.23	0.00	246.45	2.99%	1,710.78	97,200.16
26	97,200.16	0.00	1,957.23	0.00	242.19	2.99%	1,715.04	95,485.12
27	95,485.12	0.00	1,957.23	0.00	237.92	2.99%	1,719.31	93,765.81
28	93,765.81	0.00	1,957.23	0.00	233.63	2.99%	1,723.60	92,042.21
29	92,042.21	0.00	1,957.23	0.00	229.34	2.99%	1,727.89	90,314.32
30	90,314.32	0.00	1,957.23	0.00	225.03	2.99%	1,732.20	88,582.12
31	88,582.12	0.00	1,957.23	0.00	220.72	2.99%	1,736.51	86,845.61
32	86,845.61	0.00	1,957.23	0.00	216.39	2.99%	1,740.84	85,104.77
33	85,104.77	0.00	1,957.23	0.00	212.05	2.99%	1,745.18	83,359.59
34	83,359.59	0.00	1,957.23	0.00	207.70	2.99%	1,749.53	81,610.06
35	81,610.06	0.00	1,957.23	0.00	203.34	2.99%	1,753.89	79,856.17
total		0.00	23,486.76	0.00	2,725.46		20,761.30	
36	79,856.17	0.00	1,957.23	0.00	198.97	2.99%	1,758.26	78,097.91
37	78,097.91	0.00	1,957.23	0.00	194.59	2.99%	1,762.64	76,335.27
38	76,335.27	0.00	1,957.23	0.00	190.20	2.99%	1,767.03	74,568.24
39	74,568.24	0.00	1,957.23	0.00	185.80	2.99%	1,771.43	72,796.81
40	72,796.81	0.00	1,957.23	0.00	181.38	2.99%	1,775.85	71,020.96
41	71,020.96	0.00	1,957.23	0.00	176.96	2.99%	1,780.27	69,240.69

MARIPOSA COUNTY

Public Works · 209 966 5356

RESOLUTION - ACTION REQUESTED 2020-386
MEETING: July 7, 2020

TO: The Board of Supervisors

FROM: Mike Healy, Public Works Director

RE: Authorize a Lease to Own Agreement for a Wheel Loader at Solid Waste

---

RECOMMENDATION AND JUSTIFICATION:
Approve a Lease to Own Agreement with Holt of California for a Caterpillar Model 926M Wheel Loader for the Landfill; and Authorize the Public Works Director to Sign the Agreement.

The Public Works Fleet Division solicited Lease to Own contract options and pricing available to governmental units from various manufacturers of Wheel Loader equipment including dealers of Case, John Deere and Caterpillar all of whom produce equipment that meets the heavy demand needs of a Landfill Use Application. The Wheel Loader that this procurement will replace is a 2006 Caterpillar Loader which has both reached it's useful life expediency for this equipment in this type of harsh Landfill environment.

The current Loader Unit has become a consumer of frequent maintenance over the past two years primarily due to the harsh use environment it operates within. Frequently we find ourselves needing to rent or borrow this equipment to meet the operational needs. Currently we face an estimated $8,000 to $10,000 repair estimate for this equipment which in our view is well beyond it's economically wise repair life. Given the recent repair history no longer meets and semblance or reliability or dependability.

A Wheel Loader is critical to our allowing customers to deposit their trash in the house and at the Recycling Center as opposed to having to drive up the hill to dump near the landfill face. It also is heavily used on a daily basis to move materials to organized heavy material piles, load trucks and to organize bulky materials.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board has Approved Lease to Own Agreements in the past for heavy Equipment most recently the Lease to Own Agreement for the D6 also at the Landfill.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Should this not be approved we will be forced to either rent or invest in the

machine that arguably is not worth a continual maintenance investment. The cost to rent this equipment is currently $5,000.00 per month or $60,000.00 annually as opposed to a Lease to Purchase cost of $3,381.79 per month plus tax and we have ownership in five (5) Years.

FINANCIAL IMPACT:
Although this will become a new encumberance for the next 5 years this agreement there will be a savings in rental fees of roughly $80,000 over the term of the Lease to Purchase Agreement.

ATTACHMENTS:
Holt of CA Wheel Loader Propsal (PDF)
Holt of CA Wheel Loader Propsal Detail (PDF)

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Miles Menetrey, District V Supervisor
SECONDER: Rosemarie Smallcombe, District I Supervisor
AYES: Rosemarie Smallcombe, Marshall Long, Miles Menetrey
EXCUSED: Merlin Jones, Kevin Cann

MARIPOSA COUNTY

Public Works · 209 966 5356

RESOLUTION - ACTION REQUESTED 2020-386

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Resolution - Action Requested 2020-386

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ATTACHMENTS:
Holt of CA Wheel Loader Propsal (PDF)
Holt of CA Wheel Loader Propsal Detail (PDF)

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Miles Menetrey, District V Supervisor
SECONDER: Rosemarie Smallcombe, District I Supervisor
AYES: Rosemarie Smallcombe, Marshall Long, Miles Menetrey
EXCUSED: Merlin Jones, Kevin Cann

MARIPOSA COUNTY

Planning · 209-966-5151

MEETING: February 2, 2021

TO: The Board of Supervisors

FROM: Sarah Williams, Planning Director

RE: PAC Acknowledgement of Service and Re-Appointments (Housing Programs Advisory Committee)

RECOMMENDATION AND JUSTIFICATION:
Acknowledge the Service of Kathleen Morris on the Housing Programs Advisory Committee; and Re-Appoint Heath Harris, Roger Powell and Doreen Schmidt on the Housing Programs Advisory Committee for terms to expire February 2, 2024.

Morris stated that she is not seeking re-appointment.

Harris, Powell and Schmidt have all expressed interest in continuing to serve on this Committee.

This action will result in two vacancies on the committee. Ms. Morris' vacancy is in Category B and there is also a vacancy in Category A that has been previously advertised. (Note: Category A is for members with knowledge of issues and concerns affecting the housing needs of special populations in the county, including but not limited to the elderly, disabled and homeless. Category B is for members with direct knowledge of workforce housing issues and concerns.)

Vacancies, terms and expirations will continue to be advertised according to the Maddy Act.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
It is customary for the Board to acknowledge service and to re-appoint members.

Morris, Harris, Powell and Schmidt were all appointed on September 12, 2017.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Not Re-Appointing Members may cause the Committee to have a lack of quorum and prevent them from meeting.

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ATTACHMENTS:
210120 HPAC 2 Vacancy (PDF)

Agenda Item - No Resolution Requested 2021-14

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

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 VACANCIES
ON THE HOUSING PROGRAMS ADVISORY COMMITTEE

A vacancy in Category "A" and Category "B" currently exists on the Housing Programs Advisory Committee. Category " members are those persons with knowledge of issues and concerns affecting the housing needs of special populations Mariposa County including, but not limited to, the elderly, disabled, and homeless. Category "B" members are those with dire knowledge of workforce housing issues and concerns. Both Categories are for three-year terms. Meetings of this committ are held as needed.

The purpose of this committee is:

- Formulate, design, implement and participate in a public and stakeholder engagement program to ensure full participati by the community and stakeholders in the housing programs planning process required by the Mariposa Cour Housing Element Program;
- Identify, evaluate and recommend the implementation of feasible programs to address the housing needs of all econom segments of the community, including the needs of special populations such as homeless, disabled, elderly a seasonal workers;
- Support the work of staff and consultants in the conduct of fact finding and data gathering necessary to identify housi programs and related operation, administration and management of such programs;
- Identify, evaluate and recommend to the Board of Supervisors management and administrative frameworks, operation best practices and inter-governmental and public-private partner relationships to ensure the successful, permane ongoing operation of housing programs;
- Provide periodic assessment, evaluation and feedback to the Board of Supervisors regarding the success of programs a related administration and management approved for implementation;
- Coordinate with other public agencies, and with for profit and non-profit entities to identify and facilitate implementation housing programs; and
- Identify, evaluate, recommend and facilitate the acquisition of grant and other funding to facilitate the development housing for extremely low, very low, low, and moderate incomes and for populations with special housing needs.

Persons interested in serving on the Housing Programs Advisory Committee (HPAC) 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 the Mariposa County Planning Department Telephone: (209) 966-5151

Posting Locations:
Mariposa County Clerk's Office
Mariposa County Library
Mariposa County Planning Department
Bootjack Store
Catheys Valley Post Office
Coulterville Post Office
El Portal Post Office
Fish Camp Post Office
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: January 20, 2021 Deadline: 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.

MARIPOSA COUNTY

Board of Supervisors · 209-966-3222

MEETING: February 2, 2021

TO: The Board of Supervisors

FROM: Marshall Long, District III Supervisor

RE: American Heart Month & Wear Red Day

RECOMMENDATION AND JUSTIFICATION:

Proclaim the Month of February 2021 as "American Heart Month", and February 5, 2021, as "Wear Red Day".

The first American Heart Month, which took place in February 1964, was proclaimed by President Lyndon B. Johnson via Proclamation 3566 on December 30, 1963. By joint resolution on that same date, Congress requested the President to annually issue a proclamation designating February as American Heart Month.

While American Heart Month is now a federally designated month in the United States, it is important to realize that cardiovascular disease knows no borders and could strike any of us or our family members at a moment's notice. Consequently, it is an ideal time to highlight community partners and events that focus on the issue.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The Board has approved other Proclamations in the past.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Do not approve, and miss the opportunity to highlight an important issue.

ATTACHMENTS:
Heart Health and Wear Red Proclamation (PDF)

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

The Mariposa County Board of Supervisors
proclaims

The Month of February 2021 and February 5th, 2021

as

"American Heart Month and Wear Red Day"

WHEREAS, diseases of the heart, which are often preventable, are the nation's leading cause of death with strokes being the fourth-leading cause of death; and

WHEREAS, cardiovascular disease kills 2,300 Americans each day, an average of 1 death every 38 seconds; and

WHEREAS, cardiovascular diseases are the No. 1 killer of women in the United States, killing one woman almost every 80 seconds; and

WHEREAS, about 80 percent of cardiovascular diseases can be prevented by controlling risk factors for heart disease such as blood pressure, smoking, and cholesterol; and

WHEREAS, all individuals are encouraged to commit to making physical activity and healthy eating a priority to improve heart health; and

WHEREAS, the American Heart Association encourages all people to take charge of their heart health by knowing their total cholesterol, HDL (good) cholesterol, blood pressure, blood sugar, and body mass index; and

WHEREAS, by increasing awareness, speaking out about heart disease, and empowering each other to reduce our respective risk for cardiovascular diseases, thousands of lives can be saved each year.

NOW, THEREFORE, BE IT RESOLVED, that the Mariposa County Board of Supervisors hereby proclaims February 2021 as "American Heart Month," and February 5, 2021, as "Wear Red Day" to emphasize the importance of the ongoing fight against heart disease, and urges all residents to show their support for the fight against heart disease.

PASSED AND ADOPTED by the Mariposa County Board of Supervisors this 2nd day of February, 2021, by unanimous vote.

ROSEMARIE SMALLCOMBE, District I Supervisor

WAYNE FORSYTHE, District IV Supervisor

THOMAS SWEENEY, District II Supervisor

MILES MENETREY, District V Supervisor

MARSHALL LONG, District III Supervisor

MARIPOSA COUNTY

Public Works · 209 966 5356

MEETING: February 2, 2021

TO: The Board of Supervisors

FROM: Mike Healy, Public Works Director

RE: Butterfly Festival Discussion

RECOMMENDATION AND JUSTIFICATION:
Discussion and Direction Regarding the Mariposa Butterfly Festival.

Per the attached proposal, the Mariposa Butterfly Festival is targeting Independence Day Weekend for this year's event. The Mariposa Butterfly Festival is requesting a discussion and consensus from the Board to understand whether they should continue to make plans for the Butterfly Parade that is tentatively scheduled for Saturday, July 3, 2021.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
No festival or parade were held in 2020 due to the novel coronavirus pandemic. Prior to 2020, the festival and parade were County-sponsored events each year. It is not immediately clear when sponsorship of the Mariposa Butterfly Festival and Parade began, but the sponsorship approval in 2012 noted that it had been sponsored for "several" years already without incident.

From June 2018 - February 2020, the County was also working on the development of a policy to clarify the support the County would be providing to events and festivals. The adopted policy was intended to be shared with event planners in a series of public meetings that are not currently possible due to COVID-19 restrictions. The Board directed in February 2020 that events should be considered on a case-by-case basis until the policy was approved.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
N/A

ATTACHMENTS:
Mariposa Butterfly Festival 2021 consensus(PDF)
2021 MBF supervisor presentation (PDF)

RESULT: PRESENTATION MADE

Mariposa
BUTTERFLY FESTIVAL

Dear Mariposa County Board of Supervisors,

The Mariposa Butterfly Festival Committee is asking the Board to provide a consensus approval for the committee to continue planning the Butterfly Parade to take place Saturday, July 3, 2021 on Highway 140 through Downtown Mariposa.

The parade will commence at 9:15 am with the return of Team Fastrax skydivers landing on the parade route in front of "The Monarch." Following at a safe time and distance will be 8 steers accompanied by 12 cowboys on horseback and 4 walking along the sides making their way through downtown. Many of the cowboys participate in the annual Chowchilla Western Stampede Cattle Drive on Robertson Boulevard in Chowchilla, featuring over 100 head of cattle.

Background:

With the roll-out of the Covid-19 vaccine underway, the Mariposa Butterfly Festival Committee is excited to announce the scheduling of the annual Butterfly Festival to take place on July 4th weekend of 2021. We are anticipating the pandemic will be under control within 7 months and there will be public confidence and need to attend events, such as, the Butterfly Festival on Independence Day weekend. We are in the planning stages to expand The Festival to include the Mariposa County Fairgrounds.

History:

The Mariposa Butterfly Festival is a non-profit 501 (c) (3) organization which relies solely on donations and fundraisers to facilitate the festival. The festival is free to attend so that all may come to meet, have fun together and build community bonds.

The Mariposa Butterfly Festival has been the second largest event in the Town of Mariposa for many years. Attendance has been growing yearly until it hit a record 9,000 attending the event in 2019. Our surveys showed us an astonishing 5,000 guests from outside the county attended the Festival in 2019.

We are looking forward to a great year for our Town of Mariposa as the threat of this virus diminishes.

Sincerely,

Bill Lowe
President
Mariposa Butterfly Festival Inc.

Attachment: 2021 MBF supervisor presentation (11357 : Butterfly Festival Discussion)


BETTS
Gold Coin
SPORTS TAVERN

CAR SHOW


BUTTERFLY
RELEASE ZONE
CAR
SHOW
BUTTERFLY
RELEASE ZONE

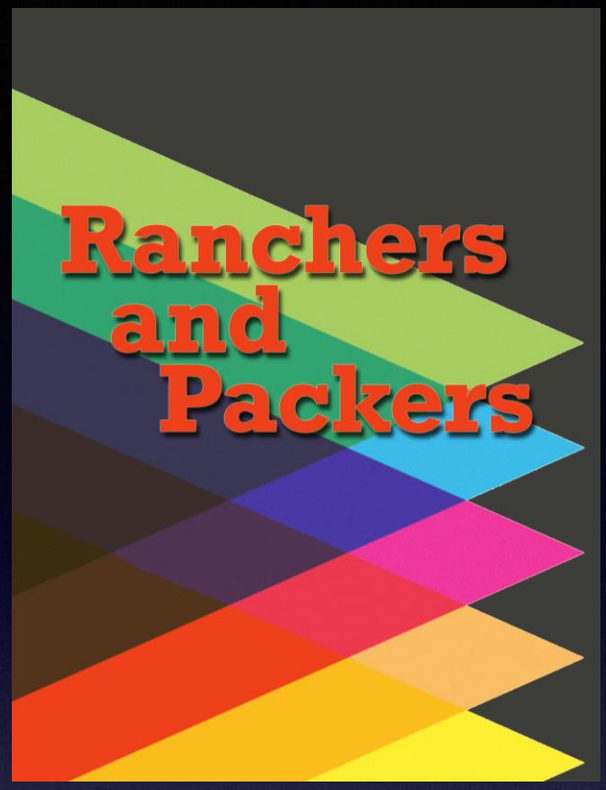
Photo Booth

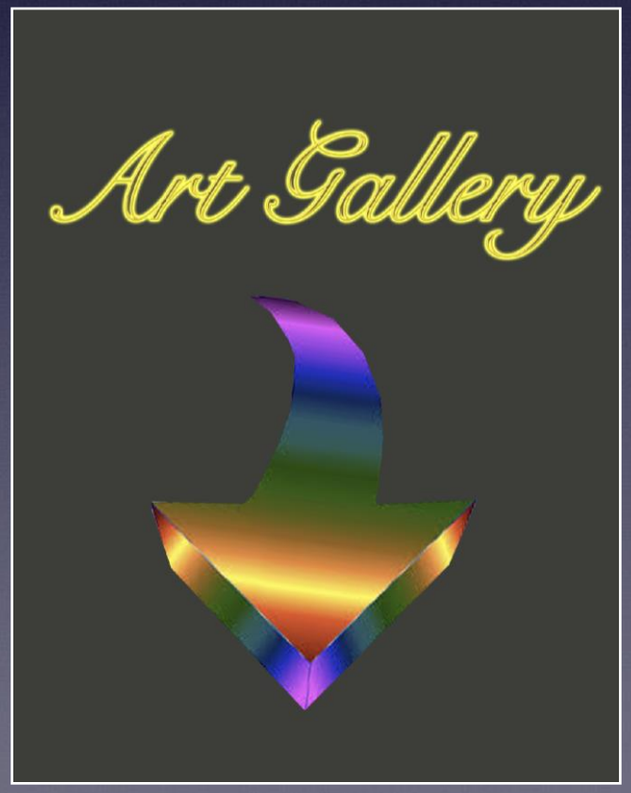
Butterfly Round-up

Virtual Butterfly

Ranchers and Packers

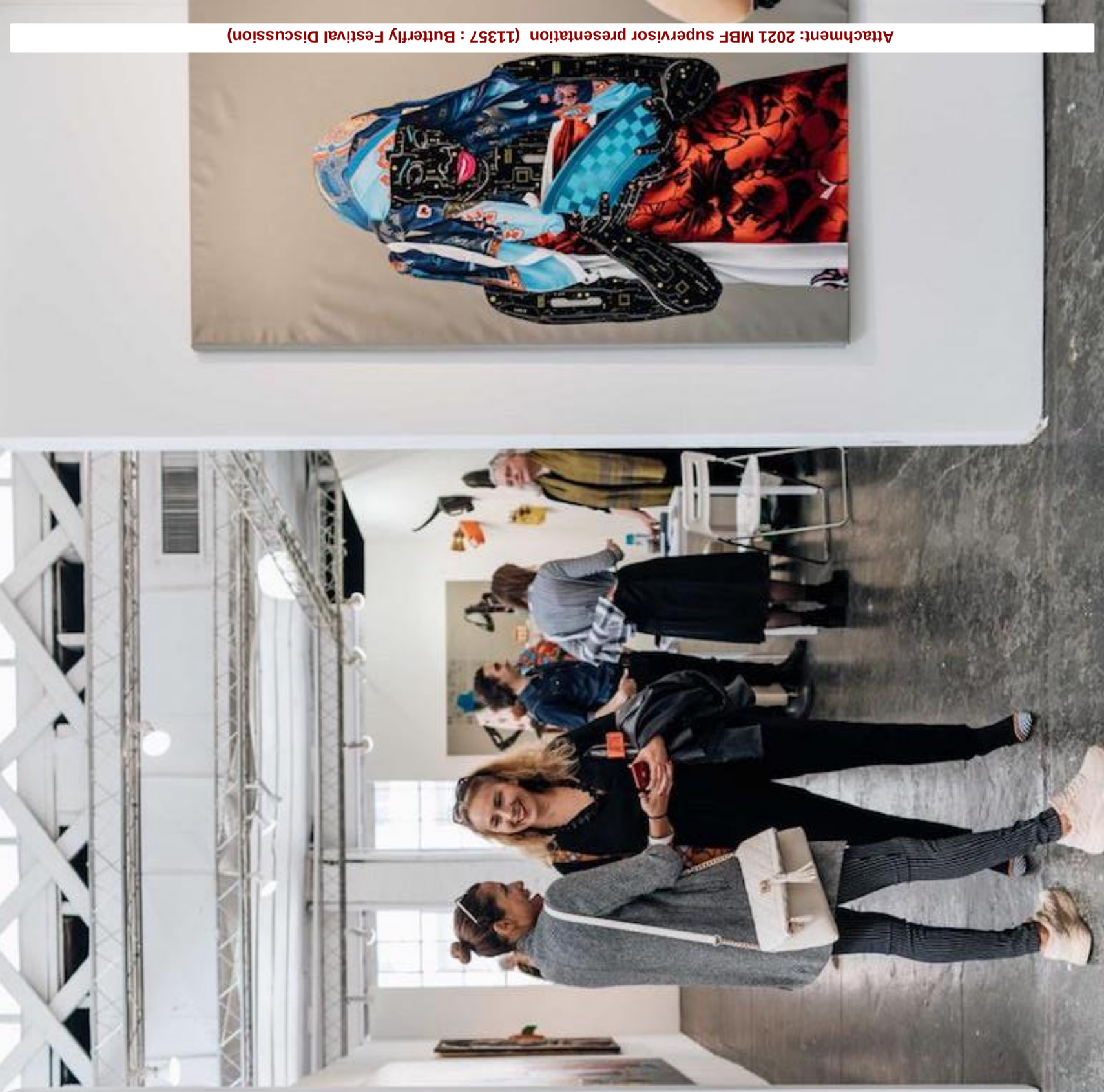
Mariposa Experience





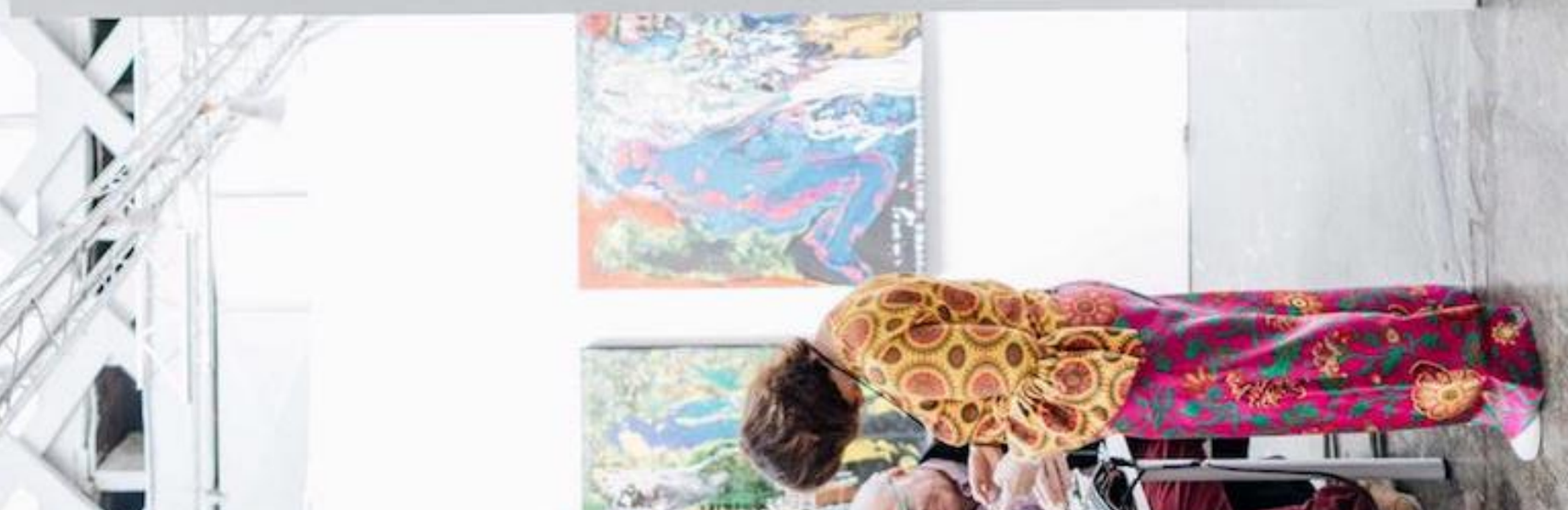

The
Mariposa
Experience

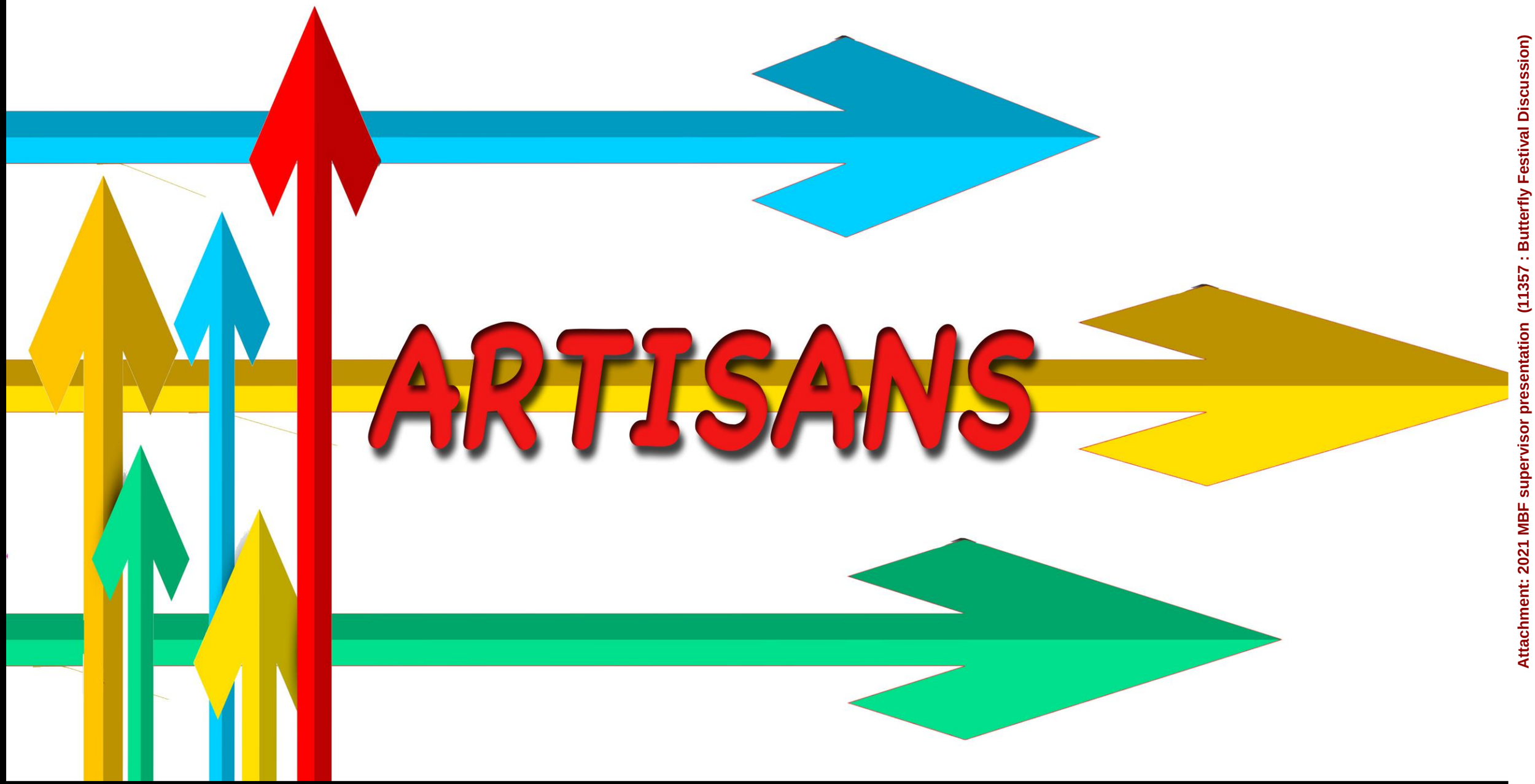

Ranchers and Packers



B11 **October Gallery** UNITED KINGDOM

B23 **Sulger-Buel Gallery** UNITED KINGDOM




ARTISANS

2020
Mariposa Butterfly Festival
Environmental Education
Outreach.

Maple trees

POLLINATOR HABITAT ROW

BUILD IT AND THEY WILL COME

MASTER GARDENERS

POLLINATOR PLANT LISTS

INSECT BUTTERFLY DISPLAYS

NATIVE SEEDS

Stroming Road

HABITAT HOW TO

PLANTS AHEAD

Spice Bush

TYNP

"Hap-bee"

Rabbit Bush

Button willow

PLANTS AHEAD

Mariposa Master
Gardeners
Native plant
Demo garden

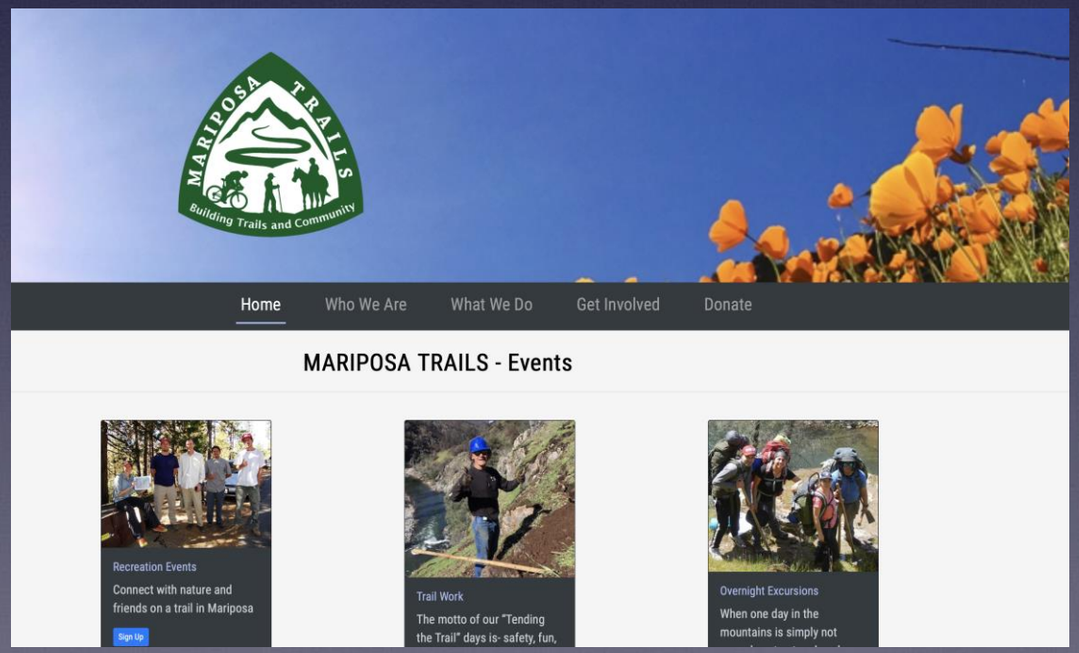
6th Street

Mariposa Creek

Rotary PEOPLE OF ACTION

ROTARY CLUB OF MARIPOSA YOSEMITE

WELCOME TO ROTARY




Mariposa
BUTTERFLY FESTIVAL
Mariposa
BUTTERFLY FESTIVAL

MARIPOSA COUNTY

Public Works · 209 966 5356

RESOLUTION - ACTION REQUESTED 2021-56

MEETING: February 2, 2021

TO: The Board of Supervisors

FROM: Mike Healy, Public Works Director

RE: Declare the Butterfly Festival a County Sponsored Event and Waive Encroachment Fees

---

RECOMMENDATION AND JUSTIFICATION:

Declare the 2021 Butterfly Festival Parade a County Sponsored Event and Waive Encroachment Permit Fees Subject to the Approval of the Local Health Officer and Adherence with Any State or Local COVID -19 Health Officer Orders Impacting Public Events.

The Mariposa Butterfly Festival Committee seeks Board consensus to continue their planning efforts necessary to hold the Butterfly Festival Parade which is scheduled to take place tentatively scheduled to begin at 9:15 A.M. on July 3, 2021. Festival events aside from the Parade will be held at the Mariposa Fairgrounds.

As with the previous Parade Event, this years event will feature a professional skydiving exposition by "Team Fastrax" for which the Butterfly Festival Committee will provide the County with separate Insurance meeting the requirements of the County and naming the County as Additionally Insured.

This event will also feature a Stampede demonstration along the Parade Route featuring eight (8) steers accompanied by twelve (12) cowboys on horseback honoring the rich Agricultural Heritage of Mariposa County.

The Mariposa Butterfly Festival is a non-profit 501 (c) (3) organization that relies on fundraising events and donations to present this annual event. The Butterfly Festival has proven to be one of the more successful community events in past years.

This Event is Free to the Public and has for many years been enjoyed by residents and visitors alike.

As stated earlier this event is subject to approval of any and all Local Health Officer Orders as well as State of CA Health as well as Right of Way Use Orders/Approvals as the Parade

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The Board has traditionally embraced the Butterfly Festival as a County Sponsored Event and waived the County Permit Fees associated with holding this event.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Should this request be denied the event organizers may have to curtail or cancel portions, if not the entirety, of the event.

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

MARIPOSA COUNTY

Administration/Human Resources · 966-3222

RESOLUTION - ACTION REQUESTED 2021-57

MEETING: February 2, 2021

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Approve a Policy for Physicals for Mariposa County Fire Volunteers

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RECOMMENDATION AND JUSTIFICATION:
Approve a Policy for Physicals for Mariposa County Volunteer Firefighters.

Staff recommends the Board adopt the attached policy requiring routine physicals for volunteer firefighters who are active responders. Currently, there are approximately 70 volunteer firefighters 60 of whom are active responders. Volunteer members are called upon to engage in arduous, physically demanding work. An initial in person medical physical by a licensed physician or their designee is required prior to acceptance into the department to assure members are in sufficient health to perform the duties that would be expected. Over the course of a career, a member's physical attributes, i.e. strength, conditioning, agility and stamina, change. Those natural accruing changes have the potential to increase the risk of physical injury or overall health issues while performing duties of a volunteer firefighter. When injuries occur, Mariposa County is responsible for providing workers' compensation for the member. This policy furthers the County's commitment to provide a safe and healthful work environment and to ensure the health and wellness of our employees and volunteers. It requires routine medical physicals, both electronically though a medical questionnaire in accordance with the Mariposa County Respiratory Protection Program (RPP), as well as in person medical physicals performed by a licensed physician or their designee.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
In 2018, Mariposa County contracted with CalFire to provide command and control, administrative oversight and management of fire services for the County.

For the Year 2020, Mariposa County has spent $51,949.68 on Worker's Compensation claims for our volunteer Firefighters.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
No action on this item will result in continuation of limited examination of our volunteer firefighters to determine their health and physical capability to perform the demanding work required of them. In addition, workers' comp costs will continue to rise as the general cost of healthcare rises.

Financial Impact

Some staff impact on HHSA to provide additional physicals as described in the policy.

ATTACHMENTS:
Regular Physicals for Mariposa Volunteer Firefighters (Ward Steven@CALFIRE) (PDF)

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

Mariposa County Fire Department

SOG Manual

Effective date:

Approved date:

25.0 EMQ and Medical Physicals

Purpose: The Mariposa County Fire Department and Mariposa County are committed to the health and wellness of its members and to providing a safe and healthful work environment. In keeping with this commitment, this policy implements regular medical physicals for Mariposa County Fire Department volunteer members through both electronic medical questionnaires, as well as in person medical physicals performed by a licensed physician or their designee.

Scope: Mariposa County Fire Department volunteer members are called upon to engage in arduous, physically demanding work. An initial in person medical physical by a licensed physician or their designee is required prior to acceptance into the department to assure members are in sufficient health to perform the physically demanding duties that would be expected. Mariposa County Fire recognizes that over the course of a career, a member's physical attributes, i.e. strength, conditioning, agility and stamina changes. Those natural accruing changes have the potential to increase the risk of physical injury or overall health issues while performing duties of a volunteer firefighter. It is the intent of this policy to address the need for routine medical physicals, both electronically though a medical questionnaire in accordance with the Mariposa County Respiratory Protection Program (RPP), as well as in person medical physicals performed by a licensed physician or their designee.

Policy: Mariposa County Fire Department volunteer members will be provided and shall complete the electronic medical questionnaire as described in the RPP. In person medical physical examinations will be completed by a licensed physician, a physician assistant, or a nurse practitioner functioning under a licensed physician's license in accordance with the following guidelines for emergency response members (support members exculeded):

1. At the time of hire as a volunteer member.
2. When deemed necessary/appropriate through the annual EMQ (Electronic Medical Questionnaire) screening.
3. When deemed necessary/appropriate for return to work after sustaining a potentially compromising injury or relevant medical condition change.

Mariposa County Fire Department

Policy continued:

4. Ages 18-39 as dictated through the on-line EMQ process. This may be incorporated with the commercial driver's license (DL) physical.
5. Ages 40-49 every two years or as dictated through the online EMQ process. This may be incorporated with the commercial (DL) physical.
6. Ages 50+ every year or as dictated through the online EMQ process. This may be incorporated with the commercial (DL) physical.

Tracking: In person medical physicals will be provided at no cost to the volunteer member, tracked and scheduled in coordination with the Mariposa County Health Officer or his/her designee and the Mariposa County Fire Department. Volunteer members may utilize their own physician, at their own expense, with the confidential results forwarded to the Mariposa County's Health Officer for review.

The Mariposa County Fire Department shall be advised and shall track compliance with this policy by all volunteer members. All medical information will be kept strictly confidential. The Mariposa County Fire Department shall be advised in writing of any volunteer member who is deemed unable to perform the duties of a volunteer firefighter. Reasons for such a decision will remain confidential and will only be known by the member, their doctor and the Mariposa County Health Officer.

Any Mariposa County volunteer firefighter who becomes non-compliant with the online Emergency Medical Questionnaire (EMQ) within the RPP or in person medical physical in accordance with this policy will not be permitted to be Fit Tested nor respond on behalf of the Mariposa County Fire Department until that member becomes compliant.