

MARIPOSA COUNTY

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



MARSHALL LONG, CHAIR
ROSEMARIE SMALLCOMBE, VICE-CHAIR
TOM SWEENEY
WAYNE FORSYTHE
MILES MENETREY

DISTRICT III
DISTRICT I
DISTRICT II
DISTRICT IV
DISTRICT V

ACTION SUMMARY MINUTES

February 1, 2022

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

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

B. Pledge of Allegiance

Chair Smallcombe led the Pledge.

C. Introductions

Pete Judy/Chief Probation Officer introduced Elizabeth Nickerson, his newest Probation Officer, and discussed her background.

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

During public comment, Bob Johns/County Veterans Service Officer, Julianne Simms, Bill Yaley, Joel Marks, Jeremiah Bean, and Kari Kisela spoke in support of CA4. Supervisors Long and Forsythe also spoke in support of CA4.

RESULT: **ADOPTED [UNANIMOUS]**

MOVER: Wayne Forsythe, District IV Supervisor

SECONDER: Tom Sweeney, District II Supervisor

AYES: Rosemarie Smallcombe, Tom Sweeney, Marshall Long, Wayne Forsythe

EXCUSED: Miles Menetrey

CA1. Sheriff's Office RES-2022-62

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

CA2. Administration RES-2022-63

Resolution Continuing a Shelter Crisis Local Emergency in Mariposa County

CA3. Administration RES-2022-64

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

CA4. Administration RES-2022-65

Approve a Lease Agreement with Keith M. Bertken Post 6042 Veterans for Foreign Wars of the United States for Health and Human Services Agency Office Space; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA5. Administration RES-2022-66

Approve a Certificate of Acceptance for a Quitclaim Deed at 2975 Bear Valley Road in Hornitos; and Authorize the Board of Supervisors Chair to Sign the Certificate

CA6. Administration/Community Development RES-2022-67

Select and Appoint Andrew Milman as "At Large" Member to the Connect Mariposa Advisory Board (CMAB) with Term Expiring February 1, 2023

CA7. Administration/Community Development RES-2022-68

Rescind Resolution 21-415 and Adopt a Resolution Approving an Application for Community Development Block Grant (CDBG) Funding to Fund a Resort Hotel & Conference Center Feasibility Study; and Authorize the Board of Supervisors Chair to Sign the Grant Agreement and Any Amendments Pertaining to This Grant (Subject to Approval as to Legal Form by County Counsel)

CA8. Administration/Community Development RES-2022-69

Rescind Resolution 21-306 and Adopt a Resolution Approving Submission of a Grant Application to Fund a Childcare Feasibility Study; and Authorize the Board of Supervisors Chair to Sign the Grant Agreement and Any Amendments Pertaining to This Grant (Subject to County Counsel Approval as to Legal Form)

CA9. Item Withdrawn

CA10. Board of Supervisors RES-2022-70

Approve a Letter of Support for Mariposa County Fire Safe Council's Submission of Fire Prevention Grant Application 21-FP-MMU-0143 for the Bullion Ridge Fuel Break Project; and Authorize the Board of Supervisors Chair to Sign the Letter (Board Chair)

CA11. Board of Supervisors RES-2022-71

Approve a Letter of Support for a Grant Application Submitted by the Mariposa County Fire Safe Council (FSC) for Mariposa Countywide Brush and Chip 21-

FP-MMU-0026; and Authorize the Board of Supervisors Chair to Sign the Letter (Board Chair)

CA12. Board of Supervisors RES-2022-72

Approve a Letter of Support for Mariposa County Resource Conservation District's Submission of a Grant Application for Mariposa County Fire Safe Roads - Highway 49 Project; and Authorize the Board of Supervisors Chair to Sign the Letter (Board Chair)

CA13. Fire RES-2022-73

Approve a Letter of Support for a Grant Application Submitted by the Mariposa County Fire Safe Council (FSC) for Mariposa Countywide Brush and Chip 21-FP-MMU-0026; and Authorize the Fire Chief to Sign the Letter

CA14. Fire RES-2022-74

Approve a Letter of Support for a Grant Application Submitted by the Mariposa County Fire Safe Council (FSC) for Mt. Bullion Ridge Fuel Break Project 21-FP-MMU-0143; and Authorize the Fire Chief to Sign the Letter

CA15. Fire RES-2022-75

Approve a Letter of Support for a Grant Application Submitted by the Mariposa County Resource Conservation District (RDC) for the Mariposa County Fire Safe Roads-Highway 49 Project 21-FP-MMU-0225; and Authorize the Fire Chief to Sign the Letter

CA16. Fire RES-2022-76

Approve a Letter of Support for a Grant Application Submitted by the Mariposa County Public Work Department 21-FP-MMU-0204 Mariposa County Roadside Fuel Reduction Equipment Purchase; and Authorize the Fire Chief to Sign the Letter

CA17. Public Works RES-2022-77

Approve Plans & Specifications for Construction of the Mariposa Pool Re-Plaster and Repairs Project; Authorize the Interim Public Works and Transportation Director to Advertise and Award the Project to the Lowest Responsible Bidder; Authorize the Board of Supervisors Chair to Sign the Agreement (Subject to Approval as to Legal Form by County Counsel); and Approve Budget Action Recognizing Unanticipated Revenue from Grant Funds (\$400,000) 4/5ths Vote Required

CA18. Sheriff's Office RES-2022-78

Approve Agreement Number 2022-26 with the United States Drug Enforcement Administration for Reimbursement for Marijuana and Drug Related Investigations; and Authorize the Sheriff to Sign the Agreement

E. Board Recognitions

1. Board of Supervisors 2022-6

Proclaim the Month of February 2022 as "American Heart Month", and February 4, 2022, as "Wear Red Day" (Board Chair)

Therese Williams/John C. Fremont Healthcare District (JCFHD) Public Information Officer introduced Rachel Gorham, Educational Coordinator, who provided a telephone report. During public comment, Baljit Gil spoke in support of the item.

Supervisor Smallcombe presented the Proclamation to Matthew Matthiessen/JCFHD CEO and staff.

RESULT: **ADOPTED [UNANIMOUS]**

MOVER: Marshall Long, District III Supervisor

SECONDER: Wayne Forsythe, District IV Supervisor

AYES: Rosemarie Smallcombe, Tom Sweeney, Marshall Long, Wayne Forsythe

EXCUSED: Miles Menetrey

F. Departmental Presentation

Marlon Regisford/Caltrans District 10 Planning, Local Assistance and Environmental noted that they are tracking the recent state allocations for funding. Per Senate Bill 1, the California Transportation Commission allocated over 500 hundred million dollars for projects around the state to improve transportation infrastructure. Of that, 300 hundred million dollars was approved this week for funding through our State Highway Operations and Protections (SHOP) program which is, basically, to rehab and protect roads on the state highway program across the state. Mr. Regisford also noted that the federal funding that was recently approved by Congress is also being tracked by Caltrans to see what funding can be utilized for rural counties in District 10. He noted that they are also tracking funding for other programs that are coming up soon, specifically, the Active Transportation Program. Mr. Regisford noted that Mariposa County received two Active Transportation awards last round and advised that Caltrans is interested in applying for some projects around the area during this round. He also noted that, at this time, they are considering Groveland/Route 120 in Tuolumne County but are looking for opportunities in and around Mariposa County as well, and that they hope to advance the Mariposa Creek Parkway project, as well. Mr. Regisford further noted that Caltrans is also kicking off the District 10 Bicycle and Pedestrian Advisory Committee, and that its first meeting will be held on February 9, 2022, and they are looking for good participation from around the district. Mr. Regisford extended kudos to Mikey Goralnik as he's been supportive of this committee. Information dot.ca.gov click on District 10 in the upper left corner. Hope to introduce bicycle and pedestrian projects moving forward in alignment with our recent guidance which requires Caltrans to implement complete streets in all planning and design going forward. He also noted that they are looking at the Federal Bipartisan Infrastructure law to try to find funding for bridge projects all around the district. Mr. Regisford also discussed the Caltrans' Clean California Program, which is a big focus and discussed the grant program. The ask for today is if there are any areas where we can help support clean up the communities, let them know. Mr. Regisford also advised that they have identified a way to use Portland limestone cement to reduce their greenhouse gases in construction, and that they estimate that it will cut their emissions by 10% annually

which will, hopefully, help them reach carbon neutrality by 2045.

Gregoria Ponce/Caltrans Office of Rural Planning reminded that the fiscal year 2022-2023 Draft Overall Work Program is due by March 1st for Caltrans review. She also advised that Caltrans has been working on the pedestrian project on Highway 140 which resumes in January. Ms. Ponce noted that changes at the intersections of 4th, 5th, 6th, 7th, 8th, 11th, and 12th streets will enhance safety for motorists and pedestrians, as well as improve mobility and accessibility by installing high visibility crosswalks, lighting, in-road warning lights, curb ramps and other features. She also advised that this will continue until Spring, 2022, and that construction will occur mostly at night but that there may be some periods of temporary lane closures to allow concrete to cure. Ms. Ponce requested that motorists take alternate routes whenever possible during these times.

Chair Smallcombe extended thanks for the updates.

Kari Kisella/Mariposa County Chamber of Commerce updated the Board on their social media efforts and noted that both their reach and engagement have increased by 50%.

Sarah Williams/Planning Director provided an overview of the January training for the Code Compliance Advisory Committee (CCAC). Ms. Williams also advised that the next CCAC meeting will be tomorrow when they are scheduled to discuss an amnesty program.

Brenda Sweeney/Chairperson of the Commission on Aging provided an annual update from the Commission.

Lizz Darcy/Health and Human Services Agency (HHS) Public Information Officer reported that the 9th grade classrooms at Woodland elementary are closing, primarily due to operational concerns, and hope to open on Monday. She also advised that the Moderna vaccine was granted full approval for use by those 18-year-old and older and that it is now being called the Spike Vax, but that nothing has changed. Ms. Darcy also reported that Novovax submitted a request to the U.S. FDA for an Emergency Use Authorization, and that Pfizer is seeking an Emergency Use Authorization for Children 3 months of age or older. She also discussed the efficacy of vaccines and boosters and noted that clinics are held every Tuesday and Thursday. She also noted an upcoming clinic which will be held at the Sierra Foothill Charter School. Ms. Darcy also reported that there were 822 cases of COVID-19 in January and noted that previously it took us until September 2021 to reach 822 cases. Ms. Darcy also advised that they received word of another death.

Matthew Matthiessen/John C. Fremont Healthcare District CEO noted that it's exciting to hear the news on the new vaccines and encouraged everyone to get vaccinated and boosted. He also reminded that they have an Emergency Room team who can take care of covid or anything else. Mr. Matthiessen also reported that the Ewing Wing received another perfect score and retained its 5-star rating, and that it is one of only a handful of nursing homes in the country who have not had a single covid case. He also reported that the hospital has started doing breast biopsies so that people no longer must go out of town, and he advised that imaging services are now full time. Mr. Matthiessen also reminded that they still provide in-person visits two days a week in the northside communities.

Joe Lynch/Assistant County Administrative Officer noted that it was two years ago this week that Dr. Sergienko called together the first COVID meeting, and that there were only eight cases in the United States at the time. He also reported that the County has completed five months of COVID testing for employees and employee families, and that this week broke the record with 100 positive tests. Mr. Lynch also

referenced the American Rescue Plan Act (ARPA) and advised that everything has been paid for with grants. He also extended kudos to the Public Health team for their efforts over the last two years.

G. Public Comment on Non-Agenda Items

No public comment.

H. Regular Agenda Items

1. Public Works RES-2022-79

Review Emergency Repair Work on White Rock Road as Required by Public Contract Code Section 22050(C)(1); and Adopt a Finding that There is a Need to Continue the Emergency Action Pursuant to Public Contract Code Section 22050 4/5ths Vote Required

Larry Harris/Deputy Public Works Director gave the staff report. No public input.

RESULT: ADOPTED [UNANIMOUS]

MOVER: Marshall Long, District III Supervisor

SECONDER: Tom Sweeney, District II Supervisor

AYES: Rosemarie Smallcombe, Tom Sweeney, Marshall Long, Wayne Forsythe

EXCUSED: Miles Menetrey

2. Public Works RES-2022-80

Accept Grant Award from the United States Department of Agriculture (USDA) for Community Compost and Food Waste Reduction Pilot Projects; Approve Grant Agreement; Authorize the Board of Supervisors Chair to Sign the Agreement; and Approve a Budget Action Recognizing Unanticipated Revenue in the Solid Waste & Recycling Budget (\$75,300) 4/5ths Vote Required

Larry Harris gave the staff report. No public comment. In response to Supervisor Smallcombe's inquiry, Mr. Harris elaborated on the dumpsters that will be used.

RESULT: ADOPTED [UNANIMOUS]

MOVER: Marshall Long, District III Supervisor

SECONDER: Tom Sweeney, District II Supervisor

AYES: Rosemarie Smallcombe, Tom Sweeney, Marshall Long, Wayne Forsythe

EXCUSED: Miles Menetrey

3. Public Works RES-2022-81

Adopt a Resolution Authorizing the Interim Director of Public Works and Transportation to Submit an Application for the California Climate Investments (CCI) Fire Prevention Grant through Cal Fire for Purchase and

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

Larry Harris gave the staff report, noting that our portion of this grant is for the purchase of equipment, the excavator and a mulcher or masticator to help us clear along roads. During public comment, Jonathan Noel inquired if we have qualified mechanics to perform the maintenance or will we need to hire more people. Larry Harris responded, noting that this will be new equipment and will have a warranty for at least the first year but that we have sufficient staff to manage. Supervisor Smallcombe encouraged discussion with Chief Ward and Melinda Barrett regarding requirements for evacuation routes under the Governor's California Wildfire and Forest Resilience Action Plan.

RESULT: ADOPTED [UNANIMOUS]

MOVER: Wayne Forsythe, District IV Supervisor

SECONDER: Tom Sweeney, District II Supervisor

AYES: Rosemarie Smallcombe, Tom Sweeney, Marshall Long, Wayne Forsythe

EXCUSED: Miles Menetrey

4. Fire RES-2022-82

Authorize the Mariposa County Fire Chief to Submit an Application for the California Climate Investments (CCI) Fire Prevention Grant through Cal Fire Up to \$80,000.00 for the Purchase of Maintenance and Attachments for Fuel Reduction Equipment; and Authorize the Fire Chief to Sign Any Agreements or Documents Pertaining to This Grant (Subject to Approval as to Legal Form by County Counsel)

Steve Ward/CAL FIRE - County Fire Chief gave the staff report. No public comment.

RESULT: ADOPTED [UNANIMOUS]

MOVER: Marshall Long, District III Supervisor

SECONDER: Wayne Forsythe, District IV Supervisor

AYES: Rosemarie Smallcombe, Tom Sweeney, Marshall Long, Wayne Forsythe

EXCUSED: Miles Menetrey

5. Fire RES-2022-83

Approve Job Description for Reserve Firefighter I/II

Steve Ward gave the staff report, noting that this is a follow-up item from a December 23rd board discussion. He noted that, if approved, they will start working with Human Resources and the CAO to get this funded and move forward with it. No public comment.

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

Recess

10:31 AM Chair Smallcombe recessed the meeting for a brief break and reconvened at 10:37 AM.

6. Probation RES-2022-84

Approve the Allocation of \$2,250 from the Local Innovation Grant Funds to First 5 Mariposa for the Distribution of Child Identification Kits in Mariposa County; and Authorize the Board of Supervisor's Chair to Sign the Corresponding Agreement

Pete Judy gave the staff report for this and the following six items by providing an overview of the local innovation grant program through the Community Corrections Partnership. He noted that this program is an opportunity to get funds into the community with few strings attached. No public comment.

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

7. Probation RES-2022-85

Approve the Allocation of \$8,524 from the Local Innovation Account to Mariposa Youth Basketball League to Expand the Program to Include All K-8Th Grade Students in Mariposa County; and Authorize the Board of Supervisor's Chair to Sign the Corresponding Agreement

No questions from the Board. No public comment.

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

8. Probation RES-2022-86

Approve the Allocation of \$88,000 from the Local Innovation Account to Mariposa County Arts Council to Build Community Capacity Around Creative Youth Development; and Authorize the Board of Supervisor's Chair to Sign the Corresponding Agreement

No questions from the Board. Pete Judy noted that the Arts Council has received past grants and that they are really good at staying in contact, providing receipts, and are very thorough, with programs that have a lot of value.

RESULT: ADOPTED [UNANIMOUS]

MOVER: Tom Sweeney, District II Supervisor

SECONDER: Wayne Forsythe, District IV Supervisor

AYES: Rosemarie Smallcombe, Tom Sweeney, Marshall Long, Wayne Forsythe

EXCUSED: Miles Menetrey

9. Probation RES-2022-87

Approve the Allocation of \$9,521 from the Local Innovation Account to Alliance for Community Transformations for Website Design and Development for the Heritage House Program; and Authorize the Board of Supervisor's Chair to Sign the Corresponding Agreement

No questions from the Board. No public comment.

RESULT: ADOPTED [UNANIMOUS]

MOVER: Marshall Long, District III Supervisor

SECONDER: Tom Sweeney, District II Supervisor

AYES: Rosemarie Smallcombe, Tom Sweeney, Marshall Long, Wayne Forsythe

EXCUSED: Miles Menetrey

10. Probation RES-2022-88

Approve the Allocation of \$5,687 from the Local Innovation Account to the Mariposa County Unified School District for the Mariposa County High School Math Contextualized in Construction Program; and Authorize the Board of Supervisor's Chair to Sign the Corresponding Agreement

No questions from the Board. No public comment.

RESULT: ADOPTED [UNANIMOUS]

MOVER: Wayne Forsythe, District IV Supervisor

SECONDER: Marshall Long, District III Supervisor

AYES: Rosemarie Smallcombe, Tom Sweeney, Marshall Long, Wayne Forsythe

EXCUSED: Miles Menetrey

11. Probation RES-2022-89

Approve the Allocation of \$33,600 from the Local Innovation Account to Mariposa Safe Families, Inc. to Implement the Mothers Empowering Mothers Support Group; and Authorize the Board of Supervisor's Chair to Sign the Corresponding Agreement

No questions from the Board. No public comment.

RESULT: ADOPTED [UNANIMOUS]

MOVER: Marshall Long, District III Supervisor

SECONDER: Wayne Forsythe, District IV Supervisor

AYES: Rosemarie Smallcombe, Tom Sweeney, Marshall Long, Wayne Forsythe

EXCUSED: Miles Menetrey

12. Probation RES-2022-90

Approve the Allocation of \$2,387 from the Local Innovation Account to the Mariposa County Unified School District's Monarch Academy for the Construction of Dog Houses for Needy Families; and Authorize the Board of Supervisor's Chair to Sign the Corresponding Agreement

No questions from the Board. No public comment. Pete Judy noted that this grant is a good example of ideas that they would not have thought of.

RESULT: ADOPTED [UNANIMOUS]

MOVER: Marshall Long, District III Supervisor

SECONDER: Wayne Forsythe, District IV Supervisor

AYES: Rosemarie Smallcombe, Tom Sweeney, Marshall Long, Wayne Forsythe

EXCUSED: Miles Menetrey

I. Items removed from Consent Agenda**CA9. Board of Supervisors**

Approve Minutes of Tuesday, January 04, 2022

J. Closed Session**1. Administration/Human Resources (ID # 12596)**

CLOSED SESSION: Public Employee Discipline/Dismissal/Release

No public comment.

RESULT: CLOSED SESSION HELD

2. Administration/Human Resources (ID # 12614)

CLOSED SESSION: Public Employee Employment Title or Position to be

Filled: (Government Code Section 54957 (B) (1)); Director of Public Works and Transportation

No public comment.

RESULT: CLOSED SESSION HELD

3. Administration/Human Resources (ID # 12597)

CLOSED SESSION: Conference with County Labor Negotiator; Name of Employee Organization: Deputy Sheriffs' Association (DSA); Name of County Designated Representative: Richard C. Bolanos

No public comment.

RESULT: CLOSED SESSION HELD

4. Administration/Human Resources (ID # 12598)

CLOSED SESSION: Conference with County Labor Negotiator; Name of Employee Organization: Sheriffs' Management Association (SMA); Name of County Designated Representative: Richard C. Bolanos

No public comment.

RESULT: CLOSED SESSION HELD

Recess

10:55 AM Chair Smallcombe moved the meeting into Closed Session.

Reconvene

11:18 AM Chair Smallcombe reconvened the Board meeting in open session.

K. Board Information

Information received.

Recessed

11:32 AM Chair Smallcombe recessed the meeting for lunch.

L. 2:00 PM Reconvene

2:00 PM Chair Smallcombe reconvened the meeting and noted that there are two closed session items still remaining, and she advised that there is a hard stop at 3:00 PM for Closed Session. She again announced the Closed Sessions and took public comment but there was none on either item. Chair Smallcombe reordered the items so that L.2 on the agenda was considered first.

1. Administration RES-2022-91**Approve a Letter of Support for the Rural Regional Energy Network's (RuralREN) Motion to Become a Portfolio Administrator and the 2024-2031 RuralREN Strategic Business Plan Application; and Authorize the Board of Supervisors Chair to Sign the Letter**

Dallin Kimble introduced Steve Frisch of the Sierra Business Council who gave the report telephonically. No public comment. In response to Supervisor Smallcombe's inquiry, Mr. Frisch discussed whether this program will interface with other programs like LIHEAP and the PACE program.

RESULT: **ADOPTED [UNANIMOUS]**

MOVER: Tom Sweeney, District II Supervisor

SECONDER: Wayne Forsythe, District IV Supervisor

AYES: Rosemarie Smallcombe, Tom Sweeney, Marshall Long, Wayne Forsythe

EXCUSED: Miles Menetrey

2. Administration RES-2022-92**Approve an Agreement Accepting Responsibility for Fire and Related Emergency Response in the MPUD Service Territory, Residual Fire-Related Funds, and a Transfer of Fire-Related Property Including Fire Engines and the Fire Station and Property at 5273 Highway 49 North in Mariposa; and Authorize the Board of Supervisors Chair to Sign the Agreement**

Dallin Kimble gave the staff report. No public comment. Board discussion ensued regarding the costs of building maintenance going forward, the additional steps needed to finalize this transfer, whether there will be additional workload and fleet costs, and the fire fee currently being collected by M.P.U.D. Sarah Williams/Planning Director and Local Agency Formation Commission (LAFCo) Executive Officer noted that if there is an interest in some kind of assessment, the County should not dissolve CSA 3 but, perhaps, expand it since that is the authority that allows collection of those fees. In response to Supervisor Long's inquiry, Ms. Williams noted that CSA 1-M could possibly be used instead. Further Board discussion ensued regarding the effects of this agreement on fire protection in Mariposa proper, as well as the need for further conversations about what kind of fire department is ultimately desired, how best to pay for it, and how best to engage with the community on the topic. The Board extended thanks to M.P.U.D. for their careful consideration of this issue.

RESULT: **ADOPTED [UNANIMOUS]**

MOVER: Marshall Long, District III Supervisor

SECONDER: Wayne Forsythe, District IV Supervisor

AYES: Rosemarie Smallcombe, Tom Sweeney, Marshall Long, Wayne Forsythe

EXCUSED: Miles Menetrey

3. Administration/Human Resources RES-2022-93

Appoint Assistant County Administrative Officer/ Human Resource Director Joe Lynch as Acting Health and Human Services Agency Director Effective February 3, 2022; and Approve a 10% Increase in Salary for the Term of This Appointment Effective March 3, 2022

Dallin Kimble gave the report. No public input. Supervisors Long, Forsythe, and Smallcombe discussed the appointment. Joe Lynch extended thanks for the appointment noting that he worked there for five years and that he understands their issues and projects.

RESULT: ADOPTED [UNANIMOUS]

MOVER: Wayne Forsythe, District IV Supervisor

SECONDER: Tom Sweeney, District II Supervisor

AYES: Rosemarie Smallcombe, Tom Sweeney, Marshall Long, Wayne Forsythe

EXCUSED: Miles Menetrey

4. Administration (ID # 12570)

Discussion and Direction Regarding Possible Purchase of Property for Sale at 4975 12Th Street, 5114 Bullion Street, and APN 013-114-002

Dallin Kimble gave the staff report accompanied by a PowerPoint presentation. No public comment. Board discussion ensued regarding County space needs, the cost to purchase and rehabilitate the structure, the lack of a space needs assessment, a potential study of organizational structure, the impacts of remote working. Vince Kehoe/Assessor - Recorder recommended that the Board get the appraisal and then make their decision.

3:02 PM Chair Smallcombe recessed consideration of this item and moved the meeting back into Closed Session.

3:31 PM Chair Smallcombe reconvened the Board meeting and restarted the discussion on agenda item L.4.

Dallin Kimble clarified that what he is seeking is direction as to whether to proceed with the appraisal or not. Board discussion ensued around the need for a space needs assessment, the cost of the appraisal, whether the property is fit for residential conversion, other housing uses, and planning for the need for additional space for any future expansion of government.

DIRECTION:

The County Administrative Officer is authorized to seek the appraisal to better inform a future conversation on the topic.

RESULT: DIRECTION GIVEN

Report Out

3:43 PM Chair Smallcombe reported that during Closed Session number one, regarding Public Employee Discipline/Dismissal/Release, the Board voted 4-0 with Supervisor Menetrey excused, to accept the resignation of HHSA Director Shannon Gadd, effective February 3, 2022, and to provide Ms. Gadd with a three-month severance policy consistent with the Department Head Severance policy. Chair Smallcombe also reported that Information was Received and Direction was Given during the other three Closed Sessions.

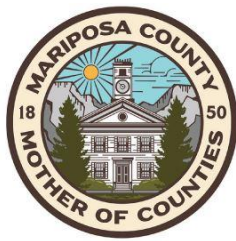
M. Adjournment

3:45 PM Chair Smallcombe adjourned in memory of Craig Smith McDonald, Charlotte "Char" Wilson, and Robbi W. Burgess.

Respectfully submitted,

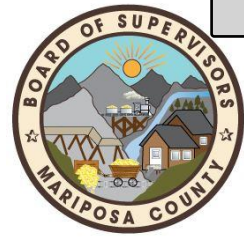
René LaRoche
Clerk of the Board

Rosemarie Smallcombe
Chair, Board of Supervisors



MARIPOSA COUNTY

Sheriff's Office • 209 966-3615



D.1

RESOLUTION - ACTION REQUESTED 2022-62

MEETING: February 1, 2022

TO: The Board of Supervisors

FROM: Jeremy Briesse, 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:

.

RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**

MOVER: Wayne Forsythe, District IV Supervisor

SECONDER: Tom Sweeney, District II Supervisor

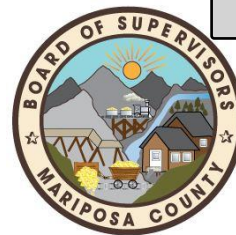
AYES: Rosemarie Smallcombe, Tom Sweeney, Marshall Long, Wayne Forsythe

EXCUSED: Miles Menetrey



MARIPOSA COUNTY

Administration • 966-3222



RESOLUTION - ACTION REQUESTED 2022-63

MEETING: February 1, 2022

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Continue a Shelter Crisis Local Emergency in Mariposa County

RECOMMENDATION AND JUSTIFICATION:

Resolution Continuing a Shelter Crisis Local Emergency in Mariposa County.

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

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

BACKGROUND AND HISTORY OF BOARD ACTIONS:

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

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

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

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

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

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Do not continue the local emergency and the County may not be eligible for possible State or Federal assistance, or proceed with temporary homeless shelter solutions.

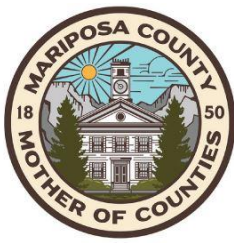
RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**

MOVER: Wayne Forsythe, District IV Supervisor

SECONDER: Tom Sweeney, District II Supervisor

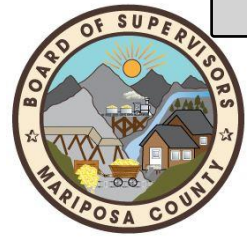
AYES: Rosemarie Smallcombe, Tom Sweeney, Marshall Long, Wayne Forsythe

EXCUSED: Miles Menetrey



MARIPOSA COUNTY

Administration • 966-3222



D.3

RESOLUTION - ACTION REQUESTED 2022-64

MEETING: February 1, 2022

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Continue the COVID-19 Public Health Local Emergency

RECOMMENDATION AND JUSTIFICATION:

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

BACKGROUND AND HISTORY OF BOARD ACTIONS:

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

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Do not continue the local emergency and the County will not be eligible for possible State or Federal disaster assistance.

RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]

MOVER: Wayne Forsythe, District IV Supervisor

SECONDER: Tom Sweeney, District II Supervisor

AYES: Rosemarie Smallcombe, Tom Sweeney, Marshall Long, Wayne Forsythe

EXCUSED: Miles Menetrey



MARIPOSA COUNTY

Administration • 966-3222



RESOLUTION - ACTION REQUESTED 2022-65

MEETING: February 1, 2022

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Lease Agreement with Veterans of Foreign Wars

RECOMMENDATION AND JUSTIFICATION:

Approve a Lease Agreement with Keith M. Bertken Post 6042 Veterans for Foreign Wars of the United States for Health and Human Services Agency Office Space; and Authorize the Board of Supervisors Chair to Sign the Agreement.

The term of the proposed Lease Agreement is from February 1, 2022, through January 31, 2023 and automatically renew for two additional years. The leased office space is located at 5158 Highway 140, Suite A. The monthly rental rate is \$650 and includes trash and water. The purpose of the lease is for use by the Veterans Services Office. The overall cost of this lease will be included in the Health and Human Services Agency (HHSA) mid-year budget adjustments, with the understanding that any and all expenses related to this lease for the Veterans Services Office will be covered by the County General Fund, until and unless additional funding for the Veterans Services Office is received.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The Veterans Services Office (VSO) is a service to the community that is provided by the Health and Human Services Agency (HHSA) and supported by the County General Fund. The VSO has been co-located at the Community Health Center (5300 Hwy. 49 North) with HHSA Public Health and Behavioral Health services since 2019. With the recent and rapid expansion of Public Health and Behavioral Health services, the Community Health Center is at maximum capacity.

Understanding that Veterans Services Offices throughout California have been historically and woefully under-funded, Mariposa County and HHSA are working with other counties to advocate for increased funding to support Veteran-specific services. Through its strategic planning process, HHSA has identified services to Veterans as an opportunity for growth and is currently conducting a needs assessment.

Moving the Veterans Services Office from the Community Health Center to the space located at the Veterans for Foreign Wars supports the continued expansion of Public Health and Behavioral Health services to Mariposa and positions the VSO for future

expansion of services.

The Board of Supervisors does not have a prior history with Keith M. Bertken Post 6042 Veterans for Foreign Wars of the United States.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

If the Board chooses not to approve the Lease Agreement, it would cause the loss of opportunity to secure office space for the Veterans Services Office, which continues to expand programs and services to the community.

FINANCIAL IMPACT:

The cost of this lease agreement will be included in the mid-year budget adjustments.

ATTACHMENTS:

VFW Lease Agreement 2022v6 - January 24 2022 (PDF)

RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]

MOVER: Wayne Forsythe, District IV Supervisor

SECONDER: Tom Sweeney, District II Supervisor

AYES: Rosemarie Smallcombe, Tom Sweeney, Marshall Long, Wayne Forsythe

EXCUSED: Miles Menetrey

LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into in the County of Mariposa, State of California, as of _____, by and between Keith M. Bertken Post 6042 Veterans of Foreign Wars of the United States, hereinafter referred to as **LESSOR**, and the County of Mariposa, hereinafter referred to as **LESSEE**.

WITNESSETH

WHEREAS, **LESSOR** owns real property located in the County of Mariposa commonly known as 5158 Highway 140, Suite A, Mariposa, California; and

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

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

1. **PREMISES**: The leased **PREMISES** is the real property located in the County of Mariposa commonly known as 5158 Highway 140, Suite A, Mariposa, California.

2. **CONSIDERATION**: For and in consideration of Six Hundred Fifty Dollars (\$650) per month to include trash and water. **LESSEE** is obligated to pay expenses in electric, telephone, and internet. **LESSOR** agrees to lease the real property described above commencing February 1, 2022 and terminating on January 31, 2023. This Lease will automatically renew for two consecutive years beyond the initial termination period.

3. **USE**: The **PREMISES** which are the subject of this Lease shall be used as office space. **LESSEE** hereby warrants that it is a tenant.

4. **COMPLIANCE WITH LAW**: **LESSEE** shall comply with all laws, ordinances,

rules, regulations and requirement of county, state and federal government, or of any department, bureau or official thereof having jurisdiction.

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

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

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

7. **IMPROVEMENTS, CONSTRUCTION, ALTERATION, REMOVAL:** **LESSEE** may maintain on the **PREMISES** improvements as necessary to facilitate the use of the **PREMISES**. Any such structure and/or alteration shall remain the sole and separate property of **LESSEE** and at the termination of this Lease shall be removed at the **LESSEE'S** expense within a reasonable time or disposed of as otherwise mutually

agreed by **LESSEE** and **LESSOR**.

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

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

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

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

employees free and harmless from any and all liabilities, claims, demands, actions, losses, damages and costs of any kind, including but not limited to, all costs of defense thereof, caused by or arising out of, or in any way related to **LESSOR'S** obligations to maintain and repair the **PREMISES**, or any negligence of **LESSOR**, or any structural or other defects of the **PREMISES**.

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

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

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

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

15. **TERMINATION PRIOR TO EXPIRATION:**

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

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

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

fixtures or equipment.

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

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

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

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

18. **NOTICES:** Any notice to the **LESSEE** shall be sufficient if sent by certified mail, postage prepaid, addressed to County Administrative Officer, County of Mariposa, P.O. Box 784, Mariposa, CA 95338. Any notice to the **LESSOR** shall be sufficient if sent by certified mail, postage prepaid, addressed to VFW Post 6042 P.O. Box 163, Mariposa, California 95338

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

20. **SUCCESSOR:** This Lease shall be binding upon and inure to the benefit of all the

heirs, successors and assigns of the parties.

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

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

LESSOR:

Keith Stowell, Senior Vice Commander of
The Post
Veterans of Foreign Wars of the United States
Post 6042

ATTEST:

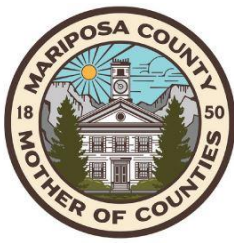
RENE LAROCHE
Clerk of the Board

LESSEE:

Rosemarie Smallcombe, Chair
Mariposa County Board of Supervisors

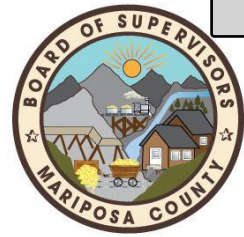
APPROVED AS TO FORM:

STEVEN W. DAHLEM
County Counsel



MARIPOSA COUNTY

Administration • 966-3222



D.5

RESOLUTION - ACTION REQUESTED 2022-66

MEETING: February 1, 2022

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: 2975 Bear Valley Road Quitclaim

RECOMMENDATION AND JUSTIFICATION:

Approve a Certificate of Acceptance for a Quitclaim Deed at 2975 Bear Valley Road in Hornitos; and Authorize the Board of Supervisors Chair to Sign the Certificate.

In November 2021, Sally Cheatham advised the County that she would like to grant her possessory interest in property at 2975 Bear Valley Road to the County of Mariposa. The property, also identified as APN 011-070-003, is the fire station lot in Hornitos. This action will return all interests in the property to the County.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The last recorded document for this property shows Jo Beauchamp McDonnell granted her possessory interest to herself or Sally Cheatham as co-trustees of the Jo Beauchamp McDonnell Trust. Jo Beauchamp McDonnell subsequently granted her interest to the County. This action is the final action necessary to grant all possessory interest back to the County.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Do not approve. The County will not accept the quitclaim deed and it will not be able to be recorded. The County may need to pursue acquiring possessory interest if it desires to take future actions with this property.

ATTACHMENTS:

2022 Sally Cheatham Certificate of Acceptance (PDF)
Quit Claim Deed (PDF)

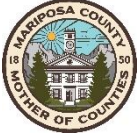
RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]

MOVER: Wayne Forsythe, District IV Supervisor

SECONDER: Tom Sweeney, District II Supervisor

AYES: Rosemarie Smallcombe, Tom Sweeney, Marshall Long, Wayne Forsythe

EXCUSED: Miles Menetrey



Certificate of Acceptance

This is to certify that the interest in real property conveyed by the deed or grant dated January 19, 2022, from Sally Cheatham to the County of Mariposa, a political subdivision of the State of California, is hereby accepted by order of the Mariposa County Board of Supervisors on February 1, 2022, and the grantee consents to recordation thereof by its duly authorized officer.

Dated _____

By _____

Attachment: 2022 Sally Cheatham Certificate of Acceptance (RES-2022-66 : 2975 Bear Valley Road Quitclaim)

RECORDING REQUESTED BY:

Sally Cheatham

WHEN RECORDED MAIL TO:

Sally Cheatham

P.O. Box 1952

Mariposa, CA 95338

Space Above This Line Reserved for Recorder's Use

APN 011-070-003

QUIT CLAIM DEED

I, Sally Cheatham, quitclaim to County of Mariposa, a political subdivision of the State of California, all my right, title, and interest in the real property situated at 2975 Bear Valley Road in the unincorporated area of Mariposa County, California, described as attached in Exhibit A.

Executed on 1-19-22 at Mariposa, CA.
[date] [city and state]

Sally Cheatham
Sally Cheatham

Attachment: Quit Claim Deed (RES-2022-66 : 2975 Bear Valley Road Quitclaim)

EXHIBIT A

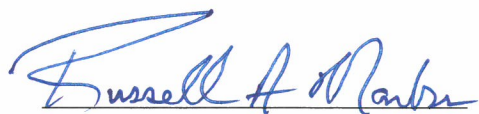
Hornitos Fire Station Lot

APN 011-070-003

A tract of land situated in a portion of the Town of Hornitos, as the Town of Hornitos is delineated on the Map of the Townsite of Hornitos by Mark Howell, dated December 13, 1870 and filed as Map No. 215, Mariposa County Records, also being situated in a portion of the South half of the South half (S1/2 S1/2) of Section 8, Township 5 South, Range 16 East, M.D. M., County of Mariposa, State of California, said tract of land being more particularly described as follows:

The Mariposa County 10.55 Ac. Lot, as said Mariposa County 10.55 Ac. Lot is delineated on Sheet 22 of 29, of that certain map entitled Record of Survey for Mariposa County filed May 30, 1979 in the Book of Maps at Page 2030, Mariposa County Records, locally known as the Hornitos Fire Station Lot.

The above-described tract of land contains 10.55 acres, (as shown on said map) and is subject to any rights-of-way or easements of record or legally acquired.



Russell A. Marks

PLS 6377

Mariposa County Surveyor

1/03/2022

Prepared



Attachment: Quit Claim Deed (RES-2022-66 : 2975 Bear Valley Road Quitclaim)

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

County of Mariposa)

personally appeared Sally Ann Cheatham
Name(s) of Signer(s)

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Signature Tracy Switling
Signature of Notary Public



Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Title or Type of Document: _____ Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

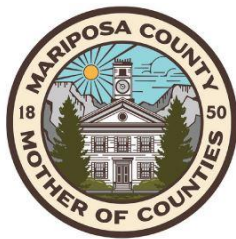
☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

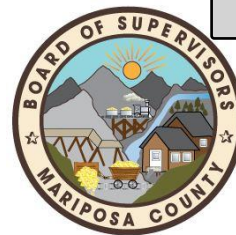
☐ Other: _____

Signer Is Representing: _____



MARIPOSA COUNTY

Administration/Community Development • 966-3222



RESOLUTION - ACTION REQUESTED 2022-67

MEETING: February 1, 2022

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Select and Appoint "At Large" Member to the Connect Mariposa Advisory Board

RECOMMENDATION AND JUSTIFICATION:

Select and Appoint Andrew Milman as "At Large" Member of the Connect Mariposa Advisory Board (CMAB) with Term Expiring February 1, 2023.

The Connect Mariposa Advisory Board (CMAB) was established to provide a policy advisory group to coordinate and synchronize broadband efforts and advise the Board on issues related to high-speed internet services. Establishment of the CMAB is required for participation in a pending grant program for a countywide broadband plan, but will serve as a central coordinator on other broadband-related efforts.

The County received two applications for the "At Large" position. Mr. Andrew Milman is the only applicant who lives in Mariposa County. The other applicant, Mr. Dan Rule, is employed by SierraTel and may have a conflict of interest in many of the topics to be considered, though he will be invited to participate as an expert on broadband topics as needed. Staff recommends Mr. Milman be appointed to fill the at large vacancy at this time.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

On November 16, 2021, the County Board of Supervisors approved to establish the Connect Mariposa Advisory Board.

Staff posted the Notice of Vacancy on the County's website and promoted the "At Large" position through the local media and non-profit organizations.

The County received two applications (attached).

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

If the appointment is not made, the Advisory Board will have insufficient members to function properly.

ATTACHMENTS:

Notice of Vacancy for Connect Mariposa Advisory Board (PDF)
Andrew Milman application_1_Redacted (PDF)
Dan Rule application_2_Redacted (PDF)

RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]

MOVER: Wayne Forsythe, District IV Supervisor

SECONDER: Tom Sweeney, District II Supervisor

AYES: Rosemarie Smallcombe, Tom Sweeney, Marshall Long, Wayne Forsythe

EXCUSED: Miles Menetrey



NOTICE OF VACANCIES

on the

Newly-Formed CONNECT MARIPOSA ADVISORY BOARD (CMAB)

MEMBERSHIP

The Board of Supervisors will select five (5) voting members representing the following groups in Mariposa County:

- Mariposa County Unified School District
- John C. Fremont Health Care District
- Yosemite National Park
- Mariposa County
- (1) Member-at-Large

All appointments shall serve for a term of one (1) year from the date of appointment. Terms of appointment shall commence immediately upon approval by the Mariposa County Board of Supervisors.

PURPOSE

- 1) Assist staff and consultants through the process to develop broadband plans for Mariposa County.
- 2) Formulate, design, implement and participate in a public engagement program involving stakeholders in the community, for the establishment of a broadband plan and a regional roadmap.
- 3) Support the work of staff and/or consultants in the conduct of fact finding and data gathering necessary to:
 - a) identify existing broadband opportunities in Mariposa County, and
 - b) determine how to construct the data into a strategic plan, and
 - c) recommend projects, programs, and policies needed to efficiently implement the Economic Vitality Strategy's broadband goals.
- 4) Support the work of staff and/or consultants in the development, approval and implementation of a broadband plan that shall facilitate the implementation of the 2017 EVS broadband goals, by accessing Mariposa County's broadband needs and the best interests of its community.
- 5) Provide periodic assessment, evaluation of, and feedback to the Board of Supervisors regarding the status of the broadband plan and roadmap.

TO APPLY:

Individuals interested in serving on the Connect Mariposa Advisory Board should submit a completed application (available at the Clerk of the Board's office or www.mariposacounty.org/documentcenter/view/39675) to the Clerk of the Board, Post Office Box 784, Mariposa, California, 95338, or email to rlaroche@mariposacounty.org

For more Information, contact **Tara Schiff** at 209.742.1214 or tschiff@mariposacounty.org

Posted: 11/16/2021 on mariposacounty.org and Mariposa County Library



RECEIVED

NOV 29 2021

BOARD OF SUPERVISORS
Application for Appointment to Mariposa County
BOARDS, COMMISSIONS AND COMMITTEES

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

County of Mariposa

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

(209) 966-3222

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

Supervisory District in which you Reside: 1

Length of Residency in the County: 3 Years

First Name:
Andrew

Last Name:
Milman

Mailing Address:
[REDACTED]

Email Address:
[REDACTED]

Are you Over 18 Years of Age:
YES

Employment Status: Employed: Full Time

Employer's Name:
Superior Court of California, County of Merced

Employer's Address:
2260 N St, Merced, CA 95340

Day Telephone Number:
[REDACTED]

Cell Phone Number:
[REDACTED]

Please explain why you wish to serve on this Board/Commission/Committee:

As resident of Mariposa County, I believe that increasing access to broadband internet will be fundamental in attracting quality business and residents that will ultimately improve the quality of life for all county residents. I have the necessary professional experience to facilitate the planning and implementation of this technology.

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

None

NOTE: THIS DOCUMENT IS SUBJECT TO PUBLIC INSPECTION

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

13 years experience with deploying, planning, and securing both land and space based Army tactical and strategic communications.

3 years experience managing network and telecommunications for the Merced Superior Court.

See attached resume for additional qualifications

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

If Yes, please explain:

**Resumé
Attached:**
Yes

**Time(s) you have available to attend meetings (days,
evenings, etc.):**
Evenings

Do you have transportation?
Yes

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

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

Dated:

Signature:

NOTE: THIS DOCUMENT IS SUBJECT TO PUBLIC INSPECTION

Andrew Milman

Andrew Milman
asmilman@gmail.com
408-888-1351
www.linkedin.com/in/andrewmilman

PROFILE

Highly proficient technician and project manager with 13 years experience in information systems, cybersecurity, risk management, training development and networking. Seeking to improve the lives of Mariposa County residents by increasing access to broadband. Proven leader with experience deploying communications globally.

WORK EXPERIENCE

Network and Security Analyst
Superior Court of California, Merced, CA 2019 - Present

Network and Security Administrator for the Superior Court of California in Merced. Responsible for network to include all telecommunications, internet and associated data transport mechanisms. Serves as the administrator for firewall, cybersecurity incident response. Develops operational and strategic plans for future network and security improvements.

Information Systems Engineer

United States Army, Los Angeles, CA 2016 – 2018

United States Army System Administrator, supporting United States Army General's staff headquarters by managing the integration of terrestrial and satellite communications systems. Provided direct IT support to four subordinate departments with 6,000 Soldiers and civilians across California, Nevada, and Arizona. Planned and executed communications support for worldwide contingency operations

Systems Integrator 2010 – 2016

United States Army, Fort Bliss, TX / Southwest Asia
Served as a regional systems integrator for the largest surface to air missile organization in the U.S. Army. Planned, organized and executed the integration of the Patriot ground based air and missile defense system into the Joint Integrated Air and Missile Defense Architecture. Advised senior level leaders on Army air and missile defense capabilities and limitations by analyzing complex data sets in order to maximize protection of population centers and infrastructure.

EDUCATION

Master of Science: Cybersecurity 2018
Webster University

Bachelor of Arts: Public Policy 2008
University of California, Santa Barbara

CERTIFICATIONS

CISSP

Certified Information Systems Security Professional

CEH

Certified Ethical Hacker

MCSA (Server 2012)

Microsoft Certified Solutions Associate

CCNA

Cisco Certified Networking Associate (Route and Switch)

CCENT

Cisco Certified Entry Networking Technician

ITILv3

Information Technology Infrastructure Library

SKILLS



Cisco CLI



Cybersecurity



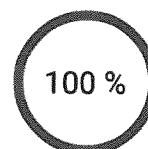
Microsoft Administration



Linux Administration



Training Development



Virtualization

HOBBIES



Skiing



Scuba Diving



Semi-Pro Barrista



RECEIVED

NOV 29 2021

County of Mariposa

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

(209) 966-3222

BOARD OF SUPERVISORS
Application for Appointment to Mariposa County
BOARDS, COMMISSIONS AND COMMITTEES

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

Name of Board, Commission or Committee for which you are applying:
Connect Mariposa Advisory Board (CMAB)

Supervisory District in which you Reside:

Length of Residency in the County:

First Name:

Dan

Last Name:

Rule

Mailing Address:

[REDACTED]

Email Address:

[REDACTED]

Are you Over 18 Years of Age:

Yes

Employment Status: Fulltime

Employer's Name:

Sierra Telephone

Employer's Address:

[REDACTED]

Day Telephone Number:

[REDACTED]

Cell Phone Number:

[REDACTED]

Please explain why you wish to serve on this Board/Commission/Committee:

I beleive that my broadband industry background makes me well suited to participate on the CMAB.

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

NOTE: THIS DOCUMENT IS SUBJECT TO PUBLIC INSPECTION

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

Sierra Tel has employed me for 30 years, and my experience in terrestrial-based broadband technologies is ample. In addition, I was the General Manager of Golden State Cellular for 17 years, which further extended my knowledge base to include wireless technologies. I also have available to me System Matter Experts in the area of broadband technology.

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

If Yes, please explain:

Resumé
Attached:

Time(s) you have available to attend meetings (days,
evenings, etc.):
I am flexible

Do you have transportation?

yes

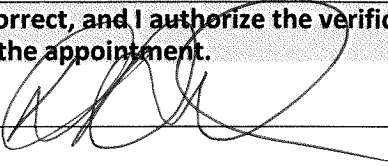
PLEASE NOTE that once submitted, this document becomes a public record and is subject to all forms of public inspection including, but not limited to, display on the internet, and all public records requests.

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

Dated:

11/17/2021

Signature:

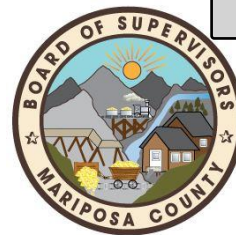


NOTE: THIS DOCUMENT IS SUBJECT TO PUBLIC INSPECTION



MARIPOSA COUNTY

Administration/Community Development • 966-3222



RESOLUTION - ACTION REQUESTED 2022-68

MEETING: February 1, 2022

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Adopt a Resolution Approve an Application for CDBG Funding

RECOMMENDATION AND JUSTIFICATION:

Rescind Resolution 21-415 and Adopt a Resolution Approving an Application for Community Development Block Grant (CDBG) Funding to Fund a Resort Hotel & Conference Center Feasibility Study; and Authorize the Board of Supervisors Chair to Sign the Grant Agreement and Any Amendments Pertaining to this Grant (Subject to Approval as to Legal Form by County Counsel).

After submitting the approved grant application, CDBG responded to staff with a requirement to revise the signed resolution using CDBG's current template. Staff has attached the CDBG-approved resolution and requests the Board Chair, or designee, to sign.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

February 11, 2014 - The Board of Supervisors received a presentation by Roger Biery, Economic Development Corporation (EDC) President, providing an update on the EDC's effort to recruit a developer/operator for the Mariposa Resort Hotel and Conference Center. The presentation included discussion about a feasibility study for the project.

July 13, 2021 - Resolution 21-415 - The Mariposa County Board of Supervisors reviewed and approved a grant application in the amount not to exceed \$40,000.

January 21, 2022 - The Community Development Block Grant (CDBG) directed staff to revise the resolution to meet current CDBG standards.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Without a new adopted/signed resolution, the County would forgo this grant opportunity and staff would explore other grant opportunities to assist low and moderate income residents.

FINANCIAL IMPACT:

This is an opportunity to apply for \$40,000 CDBG funds available through the 2021 NOFA. The funds will benefit Mariposa County's low and moderate income residents. There is no match required. Mariposa County has ultimate fiscal responsibility for these activities.

ATTACHMENTS:**application (PDF)****board memo for Resort Hotel Conference Center Feasibility Study (PDF)****Mariposa BOS Resolution_Resort Hotel & Conference Center Feasibility Study_January 20 (PDF)****RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]****MOVER:** Wayne Forsythe, District IV Supervisor**SECONDER:** Tom Sweeney, District II Supervisor**AYES:** Rosemarie Smallcombe, Tom Sweeney, Marshall Long, Wayne Forsythe**EXCUSED:** Miles Menetrey

EXHIBIT E

Award Number

PO Number

Section I

Activity Category

Choose your Activity Category from the list below. Eligible activities are defined by 24 CFR §570.482 et. seq. <https://www.law.cornell.edu/cfr/text/24/570.482>

Programs

Activity (ED Programs)

Choose your specific activity from the list below based on HUD Matrix Code. Matrix code definitions can be located at: <https://files.hudexchange.info/resources/documents/Matrix-Code-Definitions.pdf>

18B Economic Development: Technical Assistance

National Objective (BA)

Choose the national objective from the list below. Criteria for national objectives can be located at 24 CFR §570.483. <https://www.law.cornell.edu/cfr/text/24/570.483>

(LMJ) Low/mod job creation and retention

Section II

Attachment: application (RES-2022-68 : Adopt a Resolution Approve an Application for CDBG Funding)

Measure Indicator

Choose the measure indicator from the list.

Jobs created or retained

Detailed information on performance measurements can be located in HUD's Basically CDBG manual, Chapter 13. <https://files.hudexchange.info/resources/documents/Basically-CDBG-Chapter-13-Performance-Measurement.pdf> (<https://files.hudexchange.info/resources/documents/Basically-CDBG-Chapter-13-Performance-Measurement.pdf>)

Number of Beneficiaries

900

Please indicate the proposed number of beneficiaries of this activity.

LMA - Number of LMI persons in service area that will benefit.

LMC - Number of LMI persons that will benefit

LMH - Number of households that will benefit

LMJ - Number of jobs created/retained

Presumed Benefit Types

Please check on all that apply, if applicable. For more information regarding presumed benefit types see 24 CFR §570.483(a)(2). <https://www.law.cornell.edu/cfr/text/24/570.483>

Abused Children, Illiterate Adults, Battered Spouses, Persons with living AIDS, Elderly Persons, Homeless Person, Migrant Farm Workers, Adults Meeting Bureau of Census' Definition of Severely Disabled Persons

Additional Benefit Types

Check all that apply, if applicable.

Youths, Single Adults, Single Men, Single Women, Families, Mentally Ill, Veterans, Substance Abusers, Victims of Domestic Violence, Duly Diagnosed, Other

Section III

Organization Name

Enter the name of the responsible entity.

County of Mariposa

Organization Street Address

5,100

Organization Street Name

Bullion Street

Organization Suite #**Organization City**

Mariposa

Organization State

US-CA

Organization Zip Code

95,338

Project/Program Census Location

The Census information in this section will be used for legislative and congressional district tracking. Please use the Census information of your primary facility or the designated address of the responsible organization. If you are doing a LMA activity, you will be asked to provide additional Census information specific to your service area. It is ok if the information is duplicative.

Use the HUD LMSI mapping tool located at <https://hud.maps.arcgis.com/apps/webappviewer/index.html?id=ffd0597e8af24f88b501b7e7f326bedd> (<https://hud.maps.arcgis.com/apps/webappviewer/index.html?id=ffd0597e8af24f88b501b7e7f326bedd>) to gather the required census tract information as identified by the address below. For instructions on using the mapping tool visit: <https://hud.maps.arcgis.com/home/item.html?id=ffd0597e8af24f88b501b7e7f326bedd> (<https://hud.maps.arcgis.com/home/item.html?id=ffd0597e8af24f88b501b7e7f326bedd>)

Identify the census location data for the administrative entity of this application (if this is a county use the County Administration building, if this is a city use City Hall or an administrative facility).

County Code**Enter your county code.**

043

Census Tract

Enter your census tract.

000101

Census Block Group(s)

Choose your census block group(s).

01, 02, 03, 04, 05

Address

Enter the primary address for the Applicant.

P.O. Box 784, Mariposa, CA 95338

Section IV

Please enter a descriptive Activity Title for your application - including your legal jurisdiction name. Example: City of Sacramento Water Treatment Planning.

Activity Title

Enter a descriptive name of your project.

Resort Hotel & Conference Center Feasibility Study

Activity Street Address:

5,100

Activity Street Name:

Add the address of where the project will take place. This does not have to be a validated USPS address. (i.e. The corner of 1st Ave and A Street).

Bullion Street

Activity City:

Mariposa

Activity State:

US-CA

Activity Zip Code:

95,338

Activity Description

Mariposa County is a rural jurisdiction located in the Sierra Nevada mountains. From its inception in 1850, the county has embraced entrepreneurialism with the Gold Rush enticing thousands of people to find their independent fortunes. Today, with nearly 5 million people visiting the county each year, the local economy is tourist-driven. The nature of the economy has created a mecca for entrepreneurs, from restaurants to boutique retail stores, as well as several lodging partners, including a plethora of vacation rentals.

As the home to Yosemite National Park, Mariposa County's economy is driven by tourism. The County's General Plan includes two optional elements that demonstrate this support: Regional Tourism and Economic Development. The connection between these two elements is explained as follows in the Regional Tourism Element: "Expansion of the regional tourism sector of the County's economy is one of the fundamental goals of the Economic Development Element." That Element includes policies and implementation measures to expand the visitor-serving economy through a number of different efforts, including extending and strengthening the tourism season, reducing variations in off-peak and off-season visitation, as well as increasing lengths of stay and room average daily rates, and strengthening the County's position as a major destination for visitor activities related to groups, meetings and conventions, as well as social & cultural tourism and interest-based visitation, such as agri-nature tourism. In addition, in the 2017 Economic Vitality Strategy (EVS) Update, Goal #1 is to strengthen and enhance the tourism sector, and Objective 1.1 was to continue to position Mariposa County as a year-round, internationally-recognized tourist destination. With over 40 million residents in California only a short drive from Yosemite/Mariposa County, this region is a perennially popular vacation destination for tourists, and meetings, as well; however, the current conference facilities fall extremely short of existing demand, or are adequate only for relatively small groups and events. During the traditional vacation season (April through October), hotel/motel occupancy throughout Mariposa County (including in Yosemite) regularly approaches 100 percent with relatively high average daily rates. The resort hotel and conference center feasibility study would help the county identify demand for the development of a new hotel and conference center, or centers, and whether or not a new lodging development would be feasible and sustainable in Mariposa County. Mariposa County has not had a new hotel developed since 1991, aside from AutoCamp, which is a glamping facility utilizing Airstream Trailers with limited meeting facilities. Outside of Yosemite National Park (YNP), the County's only resort hotel/conference center is located at the South Gate of YNP, which is isolated away from Mariposa's primary commercial district. Additionally, the hotel & meeting facilities located inside of Yosemite National Park are not permitted by the Park Service to allow group meetings use from April through September, to allow unrestricted public access to these facilities.

Enter a detailed description of your activity which should include at a minimum: what the activity is, why it is needed, who the beneficiaries will be, where will it take place, how it will be done and when it will be complete. This should be a similar description provided for the NEPA. Additionally, please indicate if this will be a new activity, a modification to an existing activity, or if a new type of assistance will be added to an existing activity.

By completing the narratives below the applicant is demonstrating a knowledge of need for the activity and the steps needed to achieve the desired outcome.

Detailed Scope of Work - Task Narrative

INTRODUCTION

The County of Mariposa hereinafter called "Applicant" is partnering with the Economic Development Corporation (EDC) of Mariposa County, hereinafter called "Subapplicant". The applicants wish to hire a consultant to perform a feasibility study for a resort hotel & conference center.

HOTEL & CONFERENCE CENTER FEASIBILITY STUDY OVERVIEW

TASK 1 - SUBMIT PUBLIC NOTICE FOR RFP PUBLIC HEARING

Submit a public notice to the local newspaper advertising the public hearing for the RFP.

TASK 2 - PUBLIC HEARING FOR RFP

Conduct a public hearing to discuss the feasibility study for a resort hotel/conference center in Mariposa County and ask the BoS to approve the distribution of an RFP to recruit consultants to perform the duties necessary to complete the study.

TASK 3 - RELEASE RFP/RFI

Draft a Request For Proposals (RFP) and distribute via CALED mailing list, on the County website, the EDC website and other networks, such as the Yosemite/Mariposa County Tourism Bureau and the Mariposa County Chamber of Commerce.

TASK 3.5 – Outbound Follow-up

Hire a firm to make outbound follow-up calls to RFP recipients to ascertain interest, ensure receipt of the RFI/RFP and encourage participation.

TASK 4 - CREATE A REVIEW TEAM TO SCORE AND RANK PROPOSALS

Organize a team of professionals in the tourism/lodging or economic development fields to score and rank the proposals.

TASK 5 - REVIEW PROPOSALS

Based on an itemized scorecard, the review team will rank the proposals to determine the which consultant will be awarded the bid.

TASK 6 - HIRE CONSULTANT

Per the formal resolution, the Board Chair will sign an agreement with the winning bid.

TASK 7 - ESTABLISH PROGRAM SERVICE AREA

Determine which area of the county the feasibility study will cover.

TASK 8 - ESTABLISH POSSIBLE LOCATIONS/PROPERTIES

Using the County's zoning maps, identify possible locations/properties for a resort hotel & conference center

- a. Zoned Resort Commercial
- b. Zoned Mountain General - Will need General Plan amendment for zone change.
- c. Other Commercial Zones - Will need General Plan amendment for zone change and possibly Conditional Use Permit (CUP), as well as other conditions.

TASK 9 - ESTABLISH QUALIFIED WORKFORCE

Reach out to Motherlode Job Training and Mariposa County High School

Provide a detailed narrative describing the steps to be taken to complete the activity. (i.e.: Task 1- create marketing plan; Task 2- hold a town hall meeting; Task 3- analyze feedback... etc.). This task narrative should indicate your knowledge of the steps and actions necessary to complete your activity. Narrative should include all actions taken to reach readiness through actions necessary for closeout.

Detailed Scope of Work - Deliverable Narrative

Detailed Scope of Work - Deliverable Narrative

Scope of Work – Deliverable Narrative

Deliverable 1 - RFP DRAFT (Request for Proposal)

Deliverable 2 - PUBLIC HEARING

Deliverable 3 - RFP RELEASE

Deliverable 3.5 – FOLLOW-UP CALLS

Deliverable 4 - SELECT PROPOSAL REVIEW TEAM (LODGING PARTNERS)

Deliverable 5 - PROPOSAL REVIEW

Deliverable 6 - HIRE CONSULTANT

Deliverable 7 - SERVICE AREA ESTABLISHMENT

Deliverable 8 - IDENTIFY POSSIBLE LOCATIONS/PROPERTIES

Deliverable 9 - ELIGIBLE WORKFORCE DETERMINATION

Provide a detailed narrative describing the deliverables that will be completed as part of this activity. (i.e.: Deliverable 1- marketing plan; Deliverable 2- town hall meeting minutes; Deliverable 3- labor compliance files... etc.). This deliverable narrative should indicate your knowledge of the documentation necessary to monitor and evaluate activity compliance. These documents should be part of your project file and will be reviewed as part of your onsite monitoring.

Section V

Certain activities will need more than 30 days after the expenditure deadline to complete beneficiary reporting, for example; reporting for activities that are in support of housing or economic development where it is likely that there will be a time gap between completion of the activity and reportable beneficiaries.

Will you need more than 30 days after the expenditure deadlines to complete your activity reporting?

No

Do you want to include additional optional milestones?

No

If you selected YES, please provide each milestone for the project as well as the anticipated completion date. There are spaces for 10 milestones, however only the first and last are mandatory. The first milestone is the proposed activity start date and the last milestone is the proposed notice of completion or completion date of the activity. Additional milestones are optional. Milestones provided in this section will become part of the Standard Agreement.

Milestone #1

Accept Grant Award/Standard Agreement

Milestone #1 Completion Date

09/01/2021

Confirmation of Closeout - Milestone #10

Grant closeout

Confirmation of Closeout - Milestone #10 Completion Date

09/01/2023

Understanding of Market and Need for Microenterprise Technical Assistance

Identify technical assistance program market area and appropriate search category to collect data best representing the area, Determination of the number of businesses by industry category and segment – use NAICS code level breakdown, Determination and decision related to targeted technical assistance program market area by standard Census Bureau's employment, Identify the opportunities within categories

Identifying and Analyzing Partners and Competitors serving Microenterprise Clients

Identify all other private and public sources serving the market area, Include a recent survey of local businesses to assess and analyze current demand including documenting the level of potential, Determine specific microenterprise assistance demand based on targeted market segment evaluation and existing microenterprise

Identify all other private and public sources serving the market area to determine:

Level and extent of technical assistance provided in the market area by the competitors/partners.

Types of businesses served by existing competitors/partners.

Competitors/partners costs for services.

Market area served by competitors/partners.

Demand projections and conclusions

Determine and validate the total number of clients that may be interested, Validate requested funding, Determine reasonableness of assumptions

Determine and validate the total number of clients that may be interested in the services annually over the term of the grant:

Determine and validate the services offered.

Determine the range of services being offered.

Include a strategy and plan for marketing the technical assistance program.

Determine the reasonableness of the assumptions based on the target market, proposed extent and level of services, and the cost of providing the proposed services.

Do you have a signed agreement with a contractor/subrecipient?

The procurement of any contractor must follow the standards found in 2 CFR §§200.317-200.326:

<https://www.ecfr.gov/cgi-bin/text-idx?node=2:1.1.2.2.1.4.31&rgn=div7>

No

The Subrecipient Agreements must meet the requirements of 24 CFR §570.503: <https://www.law.cornell.edu/cfr/text/24/570.503> (<https://www.law.cornell.edu/cfr/text/24/570.503>) Contracts must be in compliance with 2 CFR §§200.317-200.326: <https://www.ecfr.gov/cgi-bin/text-idx?node=2:1.1.2.2.1.4.31&rgn=div7> (<https://www.ecfr.gov/cgi-bin/text-idx?node=2:1.1.2.2.1.4.31&rgn=div7>) Contracts should include language required in Appendix 2 of 2 CFR 200: https://www.law.cornell.edu/cfr/text/2/appendix-II_to_part_200 (https://www.law.cornell.edu/cfr/text/2/appendix-II_to_part_200)

To meet eligibility requirements applicants must have at least one of the following four documents. Plans that have been approved for other funding organizations are acceptable.##### Program Guidelines- (NOTE: For all housing loan and economic development programs DRAFT program guidelines are mandatory). A grantee must develop and follow a detailed plan which details the rules and regulations under which the program will operate.##### Activity Implementation Plan- An implementation plan is the document that you use to define your implementation strategy. It outlines the activities and decisions necessary to turn the strategic goals into reality, and the execution plan is a schedule of concrete actions and activities to achieve goals and drive success.##### Strategic Plan- A document that articulates both the decisions made about the organization's goals and the ways in which the organization will achieve those goals. ##### Operating Plan- An operating plan can be defined as a plan that clearly defines actions it will take to support the strategic objectives and plans of upper management.

Do you have adopted or draft:

Activity implementation plan

Upload your adopted or draft program documentation

RFI.pdf

MARIPOSA COUNTY

DALLIN KIMBLE
County Administrative Officer



P.O. Box 784
Mariposa, CA 95338
209-966-3222
1-800-736-1252
dkimble@mariposacounty.org
www.mariposacounty.org

To: Board of Supervisors

From: Dallin Kimble, County Administrative Officer

Date: June 29, 2021

Subject: CDBG (Community Development Block Grant) – 2021 NOFA

For your consideration, CDBG 2021 NOFA Economic Development (ED) Grant Authorizing Mariposa County to Apply for the state funding, and use the funds for a Resort Hotel/Conference Center Feasibility Study.

Activity Description

Mariposa County is a rural jurisdiction located in the Sierra Nevada mountains. From its inception in 1850, the county has embraced entrepreneurialism with the Gold Rush enticing thousands of people to find their independent fortunes. Today, with nearly 5 million people visiting the county each year, the local economy is tourist-driven. The nature of the economy has created a mecca for entrepreneurs, from restaurants to boutique retail stores, as well as several lodging partners, including a plethora of vacation rentals.

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centers, and whether or not a new lodging development would be feasible and sustainable in Mariposa County. Mariposa County has not had a new hotel developed since 1991, aside from AutoCamp, which is a glamping facility utilizing Airstream Trailers with limited meeting facilities. Outside of Yosemite National Park (YNP), the County's only resort hotel/conference center is located at the South Gate of YNP, which is isolated away from Mariposa's primary commercial district. Additionally, the hotel & meeting facilities located inside of Yosemite National Park are not permitted by the Park Service to allow group meetings use from April through September, to allow unrestricted public access to these facilities.

Scope of Work – Task Narrative

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Based on an itemized scorecard, the review team will rank the proposals to determine the which consultant will be awarded the bid.

TASK 6 - HIRE CONSULTANT

Per the formal resolution, the Board Chair will sign an agreement with the winning bid.

TASK 7 - ESTABLISH PROGRAM SERVICE AREA

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TASK 9 - ESTABLISH QUALIFIED WORKFORCE

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Scope of Work – Deliverable Narrative

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Deliverable 8 - IDENTIFY POSSIBLE LOCATIONS/PROPERTIES

Deliverable 9 - ELIGIBLE WORKFORCE DETERMINATION

Resort Hotel & Conference Center Feasibility Study – BUDGET

Budget Narrative

Mariposa County will be applying for a 2021 NOFA economic development grant from CDBG that will fund the feasibility study. The estimated outbreak of costs for the project is as follows:

Estimated Hours and Costs

**Task Approximate
Hours**

**Approximate Cost
(@ \$150/hour)**

Task	Hours	Cost
Establish Service Area	8	\$1200
Identify Possible Locations/Properties	40	\$6000
Determine Eligible Workforce	40	\$6000
Evaluate Current Market	40	\$6000
Assess Workforce Needs	40	\$6000
Reports, Presentations, Briefings, Planning Calls	80	\$12000
	Subtotal	\$37,200
General Administration (7%)		\$2800
	GRAND TOTAL	\$40,000

**MARIPOSA COUNTY
BOARD OF SUPERVISORS
RESOLUTION NO. 2022-**

**A RESOLUTION APPROVING AN APPLICATION FOR FUNDING AND THE
EXECUTION OF A GRANT AGREEMENT AND ANY AMENDMENTS THERETO
FROM THE 2020-2021 FUNDING YEAR OF THE STATE CDBG PROGRAM**

BE IT RESOLVED by the **County Board of Supervisors** of the **County** of Mariposa as follows:

SECTION 1:

The County Board of Supervisors has reviewed and hereby approves the submission to the State of California of an application in the aggregate amount, not to exceed, of \$40,000 for the following CDBG activities, pursuant to the January 2021 CDBG NOFA:

List activities and amounts

Resort Hotel & Conference Center Feasibility Study	\$ <u>40,000</u>
--	------------------

SECTION 2:

The County is not using Program Income for this activity.

SECTION 3:

The County acknowledges compliance with all state and federal public participation requirements in the development of its application.

SECTION 4:

The County hereby authorizes and directs the Board Chair, or designee*, to execute and deliver all applications and act on the County's behalf in all matters pertaining to all such applications.

SECTION 5:

If an application is approved, the Board Chair, or designee, is authorized to enter into, execute and deliver the grant agreement (i.e., Standard Agreement) and any and all subsequent amendments thereto with the State of California for the purposes of the grant.

SECTION 6:

If an application is approved, the Board Chair, or designee, is authorized to sign and submit Funds Requests and all required reporting forms and other documentation as may be required by the State of California from time to time in connection with the grant.

PASSED AND ADOPTED at a regular meeting of the **County Board of Supervisors** of the **County** of _____ held on _____ by the following vote:

AYES:

NOES:

ABSENT:

By: _____

Rosemarie Smallcombe, Board Chair
Board of Supervisors

Approved as to Legal Form

By: _____
Steve W. Dahlem
County Counsel

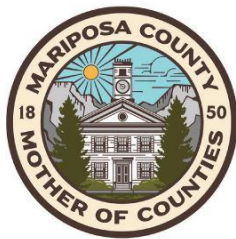
STATE OF CALIFORNIA

County of Mariposa

I, Rene LaRoche, Clerk of the Board of the County of Mariposa, State of California, hereby certify the above and foregoing to be a full, true and correct copy of a resolution adopted by said Board of Supervisors on this 1st day of February, 2022.

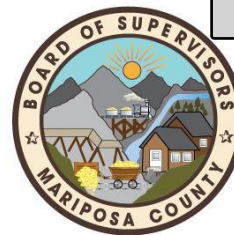
ATTEST: Rene LaRoche
Clerk of the Board of the County of
Mariposa County, State of California

By: _____
Rene LaRoche, Clerk of the Board



MARIPOSA COUNTY

Administration/Community Development • 966-3222



RESOLUTION - ACTION REQUESTED 2022-69

MEETING: February 1, 2022

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Adopt a Resolution for CDBG Economic Development Grant for Childcare Feasibility Study

RECOMMENDATION AND JUSTIFICATION:

Rescind Resolution 21-306 and Adopt a Resolution Approving Submission of a Grant Application to Fund a Childcare Feasibility Study; and Authorize the Board of Supervisors Chair to Sign the Grant Agreement and Any Amendments Pertaining to This Grant (Subject to County Counsel Approval as to Legal Form).

After submitting the approved grant application, CDBG responded to staff with a requirement to revise the signed resolution using CDBG's current template. Staff has attached the CDBG-approved resolution and requests the Board Chair, or designee, to sign.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

May 25, 2021 - The Mariposa County Board of Supervisors adopted a resolution approving submission of a grant application to fund a Childcare Feasibility Study; and authorized the Board of Supervisors Chair to sign the grant agreement and any amendments pertaining to the Grant.

A childcare needs assessment was approved by the Board of Supervisors and completed by HHSA and First Five Mariposa in 2019.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Do not approve. The County would forgo using CDBG funds and County staff would explore other grant opportunities to fund the feasibility study.

FINANCIAL IMPACT:

This action would request \$75,000 in grant funds from CDBG, which, if approved, would be incorporated into the FY 21-22 Adopted Budget.

ATTACHMENTS:

Grant Application Exhibit E (PDF)

PPT for CDBG Grant Application for Childcare Feasibility Study (PDF)

Mariposa BOS Resolution_Childcare Feasibility Study_revised (PDF)

RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**

MOVER: Wayne Forsythe, District IV Supervisor

SECONDER: Tom Sweeney, District II Supervisor

AYES: Rosemarie Smallcombe, Tom Sweeney, Marshall Long, Wayne Forsythe

EXCUSED: Miles Menetrey

EXHIBIT E

Award Number

PO Number

Section I

Activity Category

Choose your Activity Category from the list below. Eligible activities are defined by 24 CFR §570.482 et. seq. <https://www.law.cornell.edu/cfr/text/24/570.482>

Programs

Activity (ED Programs)

Choose your specific activity from the list below based on HUD Matrix Code. Matrix code definitions can be located at: <https://files.hudexchange.info/resources/documents/Matrix-Code-Definitions.pdf>

18B Economic Development: Technical Assistance

National Objective (BA)

Choose the national objective from the list below. Criteria for national objectives can be located at 24 CFR §570.483. <https://www.law.cornell.edu/cfr/text/24/570.483>

(LMJ) Low/mod job creation and retention

Section II

Measure Indicator

Choose the measure indicator from the list.

Jobs created or retained

Detailed information on performance measurements can be located in HUD's Basically CDBG manual, Chapter 13. <https://files.hudexchange.info/resources/documents/Basically-CDBG-Chapter-13-Performance-Measurement.pdf> (<https://files.hudexchange.info/resources/documents/Basically-CDBG-Chapter-13-Performance-Measurement.pdf>)

Number of Beneficiaries

2,188

Please indicate the proposed number of beneficiaries of this activity.

LMA - Number of LMI persons in service area that will benefit.

LMC - Number of LMI persons that will benefit

LMH - Number of households that will benefit

LMJ - Number of jobs created/retained

Presumed Benefit Types

Please check on all that apply, if applicable. For more information regarding presumed benefit types see 24 CFR §570.483(a)(2). <https://www.law.cornell.edu/cfr/text/24/570.483>

Abused Children, Illiterate Adults, Battered Spouses, Persons with living AIDS, Homeless Person, Adults Meeting Bureau of Census' Definition of Severly Disabled Persons

Additional Benefit Types

Check all that apply, if applicable.

Youths, Single Adults, Single Men, Single Women, Families, Mentally Ill, Veterans, Substance Abusers, Victims of Domestic Violence, Duly Diagnosed, Other

Section III

Organization Name

Enter the name of the responsible entity.

County of Mariposa

Organization Street Address

5,100

Organization Street Name

Bullion St.

Organization Suite #**Organization City**

Mariposa

Organization State

US-CA

Organization Zip Code

95,338

Project/Program Census Location

The Census information in this section will be used for legislative and congressional district tracking. Please use the Census information of your primary facility or the designated address of the responsible organization. If you are doing a LMA activity, you will be asked to provide additional Census information specific to your service area. It is ok if the information is duplicative.

Use the HUD LMSI mapping tool located at <https://hud.maps.arcgis.com/apps/webappviewer/index.html?id=ffd0597e8af24f88b501b7e7f326bedd> (<https://hud.maps.arcgis.com/apps/webappviewer/index.html?id=ffd0597e8af24f88b501b7e7f326bedd>) to gather the required census tract information as identified by the address below. For instructions on using the mapping tool visit: <https://hud.maps.arcgis.com/home/item.html?id=ffd0597e8af24f88b501b7e7f326bedd> (<https://hud.maps.arcgis.com/home/item.html?id=ffd0597e8af24f88b501b7e7f326bedd>)

Identify the census location data for the administrative entity of this application (if this is a county use the County Administration building, if this is a city use City Hall or an administrative facility).

County Code**Enter your county code.**

043

Census Tract

Enter your census tract.

000101

Census Block Group(s)

Choose your census block group(s).

01, 02, 03, 04, 05

Address

Enter the primary address for the Applicant.

P.O. Box 784, Mariposa, CA 95338

Section IV

Please enter a descriptive Activity Title for your application - including your legal jurisdiction name. Example: City of Sacramento Water Treatment Planning.

Activity Title

Enter a descriptive name of your project.

Mariposa County - Childcare Feasibility Study

Activity Street Address:

5,100

Activity Street Name:

Add the address of where the project will take place. This does not have to be a validated USPS address. (i.e. The corner of 1st Ave and A Street).

Bullion St.

Activity City:

Mariposa

Activity State:

US-CA

Activity Zip Code:

95,338

Activity Description

Mariposa County, the home of Yosemite National Park, is a rural jurisdiction located in the Sierra Nevada mountains. From its inception in 1850, the county has embraced entrepreneurialism with the Gold Rush enticing thousands of people to find their independent fortunes. Today, with nearly 5 million people visiting the county each year, the local economy is tourist-driven. The nature of the economy has created a mecca for entrepreneurs, from restaurants to boutique retail stores and a plethora of recreation outlets. Mariposa's business community is still dominated by small businesses, many sole proprietorships.

While the interest in entrepreneurialism is thriving in Mariposa County, the need for daycare can be a challenge. With 17% of the population under 18 years of age and a poverty rate of 14.9%, Mariposa County faces a shortage of child care options. This situation has a long-term affect on employment. With many single parent families in the area, as well as many families with two working parents, the need for daycare facility is critical. In addition, due to the proximity of Yosemite National Park, many of the local jobs are in the hospitality industry, so the need for daycare facilities that offer 24 hour and weekend care is particularly a challenge and a necessity.

The novel coronavirus pandemic only added to the childcare crisis in Mariposa County. When schools closed in March 2020 and distance learning was mandatory, many working parents found themselves in a precarious situation. The lack of childcare availability became more transparent. Essential workers suddenly had no care for their children.

Since the outbreak of Covid-19, a new preschool/childcare facility has opened in Mariposa County and is currently at capacity with a waiting list of more than 50 children. The preschool owners also have many requests for an infant care facility as well.

Per the current needs assessment study, Mariposa County has approximately 406 child care slots available across the county. Of those, 53 slots are with preschool programs that only offer ½ day programs and are closed during the summer according to the school district calendar. Another 40 child care slots are located either inside Yosemite National Park or just outside the boundary and serve employees of the National Park Service or related contractors. The remaining 313 child care slots are provided by family home child care providers with varying levels of experience and space to provide services.

The needs assessment survey was conducted in the Fall of 2019 by First 5 Mariposa in conjunction with the Mariposa County Health and Human Services Department and determined that quality child care services that are available outside of regular school and work hours is critical for the county. A feasibility study would help Mariposa County determine the sustainability of a child care center that could serve the population with extended care hours. With the impact of Covid-19, an updated needs

The County of Mariposa is partnering with First Five California and Infant Child Enrichment Services (ICES) to submit an application to fund a feasibility study regarding a local daycare center/preschool.

The County's intent is to use the funds to hire a consultant to assess the market to determine if

new daycare center/preschool businesses would be feasible and sustainable.

Enter a detailed description of your activity which should include at a minimum: what the activity is, why it is needed, who the beneficiaries will be, where will it take place, how it will be done and when it will be complete. This should be a similar description provided for the NEPA. Additionally, please indicate if this will be a new activity, a modification to an existing activity, or if a new type of assistance will be added to an existing activity.

By completing the narratives below the applicant is demonstrating a knowledge of need for the activity and the steps needed to achieve the desired outcome.

Detailed Scope of Work - Task Narrative

INTRODUCTION

The County of Mariposa hereinafter called "Applicant" is partnering with First Five Mariposa, hereinafter called "Subapplicant". The applicants wish to hire a consultant to perform a feasibility study for a daycare center/preschool.

CHILDCARE FEASIBILITY STUDY OVERVIEW

TASK 1 - SUBMIT PUBLIC NOTICE FOR RFP

Submit a public notice to the local newspaper advertising the public hearing for the feasibility study and have the Board of Supervisors (BoS) approve an RFP to recruit consultants to perform such tasks.

TASK 2 - PUBLIC HEARING FOR RFP

Conduct a public hearing to discuss the feasibility study for a child care facility in Mariposa County and ask the BoS to approve the distribution of an RFP to recruit consultants to perform the duties necessary to complete the study.

TASK 3 - RELEASE RFP

Draft a Request For Proposals (RFP) and distribute via CALED mailing list, on the County website and via First Five.

TASK 4 - CREATE A REVIEW TEAM TO SCORE AND RANK PROPOSALS

Organize a team of professionals in the child care/economic development fields to score and rank the proposals.

TASK 5 - REVIEW PROPOSALS

Based on an itemized scorecard, the review team will rank the proposals to determine the which consultant will be awarded the bid.

TASK 6 - HIRE CONSULTANT

Per the formal resolution, the Board Chair will sign an agreement with the winning bid.

TASK 7 - ESTABLISH PROGRAM SERVICE AREA

Determine which area of the county the feasibility study will cover.

TASK 8 - ESTABLISH ELIGIBLE CLIENTS

Create a criteria that will determine eligible clients of the daycare facility.

1. Number of Children
2. Ages of Children
3. Personal Income
4. Work Hours
5. Work Location
6. Travel Time to Work

TASK 9 - ESTABLISH QUALIFIED WORKFORCE

Reach out to Motherlode Job Training and Mariposa County High School

Provide a detailed narrative describing the steps to be taken to complete the activity. (i.e.: Task 1- create marketing plan; Task 2- hold a town hall meeting; Task 3- analyze feedback... etc.). This task narrative should indicate your knowledge of the steps and actions necessary to complete your activity. Narrative should include all actions taken to reach readiness through actions necessary for closeout.

Detailed Scope of Work - Deliverable Narrative

Scope of Work – Deliverable Narrative

Deliverable 1 - RFP DRAFT (Request for Proposal)
Deliverable 2 - PUBLIC HEARING
Deliverable 3 - RFP RELEASE
Deliverable 4 - CHILDCARE REVIEW TEAM
Deliverable 5 - PROPOSAL REVIEW
Deliverable 6 - HIRE CONSULTANT
Deliverable 7 - SERVICE AREA ESTABLISHMENT
Deliverable 8 - ELIGIBLE CLIENT CRITERIA
Deliverable 9 - ELIGIBLE WORKFORCE DETERMINATION

Provide a detailed narrative describing the deliverables that will be completed as part of this activity. (i.e.: Deliverable 1- marketing plan; Deliverable 2- town hall meeting minutes; Deliverable 3- labor compliance files... etc.). This deliverable narrative should indicate your knowledge of the documentation necessary to monitor and evaluate activity compliance. These documents should be part of your project file and will be reviewed as part of your onsite monitoring.

Section V

Certain activities will need more than 30 days after the expenditure deadline to complete beneficiary reporting, for example; reporting for activities that are in support of housing or economic development where it is likely that there will be a time gap between completion of the activity and reportable beneficiaries.

Will you need more than 30 days after the expenditure deadlines to complete your activity reporting?

No

Do you want to include additional optional milestones?

Yes

If you selected YES, please provide each milestone for the project as well as the anticipated completion date. There are spaces for 10 milestones, however only the first and last are mandatory. The first milestone is the proposed

activity start date and the last milestone is the proposed notice of completion or completion date of the activity. Additional milestones are optional. Milestones provided in this section will become part of the Standard Agreement.

Milestone #1

Accept Grant Award/Standard Agreement

Milestone #1 Completion Date

09/01/2021

Milestone #2 (optional)

Distribute RFP

Milestone #2 Completion Date (optional)

10/01/2021

Milestone #3 (optional)

Hire a Consultant

Milestone #3 Completion Date (optional)

11/05/2021

Milestone #4 (optional)

Start Research for Feasibility Study

Milestone #4 Completion Date (optional)

02/04/2022

Milestone #5 (optional)

Provide Feasibility Study Report

Milestone #5 Completion Date (optional)

05/06/2022

Milestone #6 (optional)

Present Report to Mariposa County BoS and Distribute to Stakeholders

Milestone #6 Completion Date (optional)

06/03/2022

Milestone #7 (optional)**Milestone #7 Completion Date (optional)****Milestone #8 (optional)****Milestone #8 Completion Date (optional)****Milestone #9 (optional)****Milestone #9 Completion Date (optional)****Confirmation of Closeout - Milestone #10**

Grant Closeout

Confirmation of Closeout - Milestone #10 Completion Date

09/01/2023

Understanding of Market and Need for Microenterprise Technical Assistance

Identify technical assistance program market area and appropriate search category to collect data best representing the area, Determination of the number of businesses by industry category and segment – use NAICS code level breakdown, Determination and decision related to targeted technical assistance program market area by standard Census Bureau's employment, Identify the opportunities within categories

Identifying and Analyzing Partners and Competitors serving Microenterprise Clients

Identify all other private and public sources serving the market area, Include a recent survey of local businesses to assess and analyze current demand including documenting the level of potential, Determine specific microenterprise assistance demand based on targeted market segment evaluation and existing microenterprise

Identify all other private and public sources serving the market area to determine:

Level and extent of technical assistance provided in the market area by the competitors/partners.

Types of businesses served by existing competitors/partners.

Competitors/partners costs for services.

Market area served by competitors/partners.

Demand projections and conclusions

Determine and validate the total number of clients that may be interested, Validate requested funding, Determine reasonableness of assumptions

Determine and validate the total number of clients that may be interested in the services annually over the term of the grant:

Determine and validate the services offered.

Determine the range of services being offered.

Include a strategy and plan for marketing the technical assistance program.

Determine the reasonableness of the assumptions based on the target market, proposed extent and level of services, and the cost of providing the proposed services.

Do you have a signed agreement with a contractor/subrecipient?

The procurement of any contractor must follow the standards found in 2 CFR §§200.317-200.326:

<https://www.ecfr.gov/cgi-bin/text-idx?node=2:1.1.2.2.1.4.31&rgn=div7>

No

The Subrecipient Agreements must meet the requirements of 24 CFR §570.503: <https://www.law.cornell.edu/cfr/text/24/570.503> (<https://www.law.cornell.edu/cfr/text/24/570.503>) Contracts must be in compliance with 2 CFR §§200.317-200.326: <https://www.ecfr.gov/cgi-bin/text-idx?node=2:1.1.2.2.1.4.31&rgn=div7> (<https://www.ecfr.gov/cgi-bin/text-idx?node=2:1.1.2.2.1.4.31&rgn=div7>) Contracts should include language required in Appendix 2 of 2 CFR 200: https://www.law.cornell.edu/cfr/text/2/appendix-II_to_part_200 (https://www.law.cornell.edu/cfr/text/2/appendix-II_to_part_200)

To meet eligibility requirements applicants must have at least one of the following four documents. Plans that have been approved for other funding organizations are acceptable.##### Program Guidelines- (NOTE: For all housing loan and economic development programs DRAFT program guidelines are mandatory). A grantee must develop and follow a detailed plan which details the rules and regulations under which the program will operate.##### Activity Implementation Plan- An implementation plan is the document that you use to define your implementation strategy. It outlines the activities and decisions necessary to turn the strategic goals into reality, and the execution plan is a schedule of concrete actions and activities to achieve goals and drive success.##### Strategic Plan- A document that articulates both the decisions made about the organization's goals and the ways in which the organization will achieve those goals. ##### Operating Plan- An operating plan can be defined as a plan that clearly defines actions it will take to support the strategic objectives and plans of upper management.

Do you have adopted or draft:

Activity implementation plan

Upload your adopted or draft program documentation

board memo for Childcare Feasibility Study.docx



Child Care Feasibility Study



CDBG
Economic Development Grant
Application

CDBG 2021 NOFA – Economic Development



- u Economic Development - Undersubscribed
- u Deadline Extended – July 15, 2021
- u **Requesting \$75,000**

Who?

- u Infant/Child Care Enrichment Services, Inc. (ICES)
- u First Five Children & Local Child Care Planning Council
- u Mariposa County Economic Development
- u Others (Motherlode Job Training, MCHS, HHSA)



What?

- u Child Care Feasibility Study
 - u Identify sustainability
 - u Home Childcare
 - u Childcare Centers
 - u Subsidized Childcare
 - u Redefine Need



Why?

- u Child Protection
- u April 2021 U.S. Jobs Report
 - u School Closures have secondary impact
 - u New need for childcare providers
- u Child care providers have decreased their enrollment and many have closed due to Covid-19.
- u Impact on businesses and the economy.
- u Business opportunity
- u Change the stigma of childcare careers.



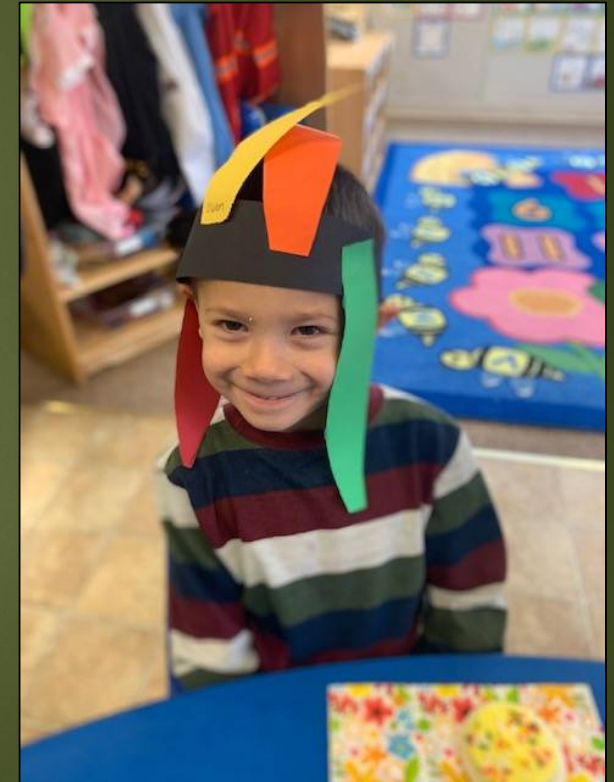
How?

- u Assess Space Costs/Availability
- u Assess Community's Ability to Pay
- u Determine Subsidy Potential & Funding Sources
- u Assess Workforce Needs
- u Reports, Presentations, Briefings, Planning Calls
- u Assess the impact of Covid-19 on childcare



Budget

Task	Hours	Cost
Update Needs Assessment	40	\$6000
Assess Space Costs/Availability	80	\$12000
Assess Community's Ability to Pay	100	\$15000
Determine Subsidy Potential & Funding Sources	72 (80)	\$12000
Assess Workforce Needs	40 (80)	\$12000
Reports, Presentations, Briefings, Planning Calls	65 (80)	\$12000
	Subtotal	\$69000
General Administration (7%)		\$4,830.00
Miscellaneous		\$ 1,170.00
	GRAND TOTAL	\$75,000



Questions



**MARIPOSA COUNTY
BOARD OF SUPERVISORS
RESOLUTION NO. 2022-**

**A RESOLUTION APPROVING AN APPLICATION FOR FUNDING AND THE
EXECUTION OF A GRANT AGREEMENT AND ANY AMENDMENTS THERETO
FROM THE 2020-2021 FUNDING YEAR OF THE STATE CDBG PROGRAM**

BE IT RESOLVED by the **County Board of Supervisors** of the **County** of Mariposa as follows:

SECTION 1:

The County Board of Supervisors has reviewed and hereby approves the submission to the State of California of an application in the aggregate amount, not to exceed, of \$75,000 for the following CDBG activities, pursuant to the January 2021 CDBG NOFA:

List activities and amounts

Feasibility Study for a Childcare Center	\$ <u>75,000</u>
--	------------------

SECTION 2:

The County is not using Program Income for this activity.

SECTION 3:

The County acknowledges compliance with all state and federal public participation requirements in the development of its application.

SECTION 4:

The County hereby authorizes and directs the Board Chair, or designee*, to execute and deliver all applications and act on the County's behalf in all matters pertaining to all such applications.

SECTION 5:

If an application is approved, the Board Chair, or designee, is authorized to enter into, execute and deliver the grant agreement (i.e., Standard Agreement) and any and all subsequent amendments thereto with the State of California for the purposes of the grant.

SECTION 6:

If an application is approved, the Board Chair, or designee, is authorized to sign and submit

Funds Requests and all required reporting forms and other documentation as may be required by the State of California from time to time in connection with the grant.

PASSED AND ADOPTED at a regular meeting of the **County Board of Supervisors** of the **County** of _____ held on _____ by the following vote:

AYES:

NOES:

ABSENT:

By: _____

Rosemarie Smallcombe, Board Chair
Board of Supervisors

Approved as to Legal Form

By: _____

Steve W. Dahlem
County Counsel

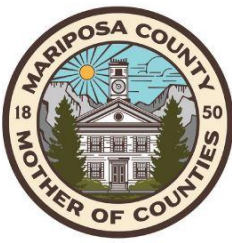
STATE OF CALIFORNIA

County of Mariposa

I, Rene LaRoche, Clerk of the Board of the County of Mariposa, State of California, hereby certify the above and foregoing to be a full, true and correct copy of a resolution adopted by said Board of Supervisors on this 1st day of February, 2022.

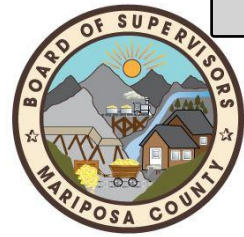
ATTEST: Rene LaRoche
Clerk of the Board of the County of
Mariposa County, State of California

By: _____
Rene LaRoche, Clerk of the Board



MARIPOSA COUNTY

Board of Supervisors • 209-966-3222



RESOLUTION - ACTION REQUESTED 2022-70

MEETING: February 1, 2022

TO: The Board of Supervisors

FROM: Rosemarie Smallcombe, District I Supervisor

RE: Letter of Support for Fire Safe Council Grant Application

RECOMMENDATION AND JUSTIFICATION:

Approve a Letter of Support for Mariposa County Fire Safe Council's Submission of Fire Prevention Grant Application 21-FP-MMU-0143 for the Bullion Ridge Fuel Break Project; and Authorize the Board of Supervisors Chair to Sign the Letter (Board Chair).

This project would allow Mariposa County Fire Safe Council (MCFSC) to implement the Bullion Ridge Fuel Break Project, the second phase implementation of the Midpines/Mt. Bullion Fuel Break proposed by CAL FIRE MMU in their 2021 MMU Strategic Plan. This phase is priority in providing a strategic location from which to protect the principal population and infrastructure center of Mariposa County.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The Board has approved letters in support of other efforts that will benefit the County or its residents.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Do not approve the letter. Individual members of the Board may write their own letters of support as desired.

ATTACHMENTS:

Board of Supervisors LOS Bullion Ridge (PDF)

RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]

MOVER: Wayne Forsythe, District IV Supervisor

SECONDER: Tom Sweeney, District II Supervisor

AYES: Rosemarie Smallcombe, Tom Sweeney, Marshall Long, Wayne Forsythe

EXCUSED: Miles Menetrey

February 1, 2022

California Department of Forestry and Fire Protection
Fire Prevention Grants Program
P. O. Box 944246
Sacramento, CA 94244-2460

Re: Letter of Support for 21-FP-MMU-0143 – Bullion Ridge Fuel Break Project

To Whom It May Concern:

Mariposa County Board of Supervisors are pleased to support 21-FP-MMU-0143 for the Bullion Ridge Fuel Break Project submitted by the Mariposa County Fire Safe Council, Inc. This is a fuel break project which is a priority implementation of the Mariposa Community Wildfire Protection Plan (CWPP).

The Mariposa County Board of Supervisors established the Mariposa County Fire Advisory Committee (MCFAC) as a multi-stakeholder group engaging a holistic approach in considering and making recommendations on important topics such as pre-fire coordination, fire prevention education, fire risk reduction and resource resiliency to both the County Fire Chief and Board of Supervisors. The MCFAC was formed to improve strategic planning and cooperation around wildfire needs for Mariposa County. The Bullion Ridge Fuel Break is a priority recommendation of MCFAC and the County Fire Chief to the Mariposa County Board of Supervisors.

CAL FIRE MMU has proposed a Midpines/Mt. Bullion Fuel Break in their 2021 MMU Strategic Plan as part of a larger Fuel Break Master Plan. The Bullion Ridge Fuel Break is the second phase implementation, and a keystone piece, of this MMU top priority fuel break Master Plan.

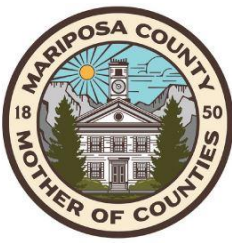
The Bullion Ridge Fuel Break will provide a strategic location from which to protect the principal population and infrastructure center of Mariposa County, the Saxon Creek water pumping project, John C Fremont Hospital, the CAL FIRE MMU Headquarters, the Mariposa Airport and helitack base, the CAL FIRE/CDCR Mt. Bullion Conservation Camp, the extensive communication and broadcasting tower complex atop Mt. Bullion and Bullion Ridge, PG&E power lines, the entirety of county administration offices, and hundreds of homes within the PIZ of the project.

Mariposa County is one of the hardest hit counties in the Sierra Nevada, suffering from the consequences of drought, tree mortality, flooding, and catastrophic wildfires. Highly strategic fuel breaks, like Bullion Ridge, are critical for mitigating the impact of wildfire by reducing the risk of fire ember ignition susceptibility, intensity, behavior to a crown fire and high burn severity on the watershed and our WUI community. This fuel break will establish a ridgeline resilient to wildfire while providing firefighters a safe location to stage an effective fire fight.

We urge you to award a Fire Prevention grant to the Mariposa Fire Safe Council to implement the Bullion Ridge Fuel Break Project.

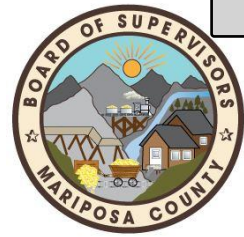
Sincerely,

Rosemarie Smallcombe,
Board Chair



MARIPOSA COUNTY

Board of Supervisors • 209-966-3222



RESOLUTION - ACTION REQUESTED 2022-71

MEETING: February 1, 2022

TO: The Board of Supervisors

FROM: Rosemarie Smallcombe, District I Supervisor

RE: Letter of Support for FSC Grant Application Brush and Chip 20-FP-MMU-0063

RECOMMENDATION AND JUSTIFICATION:

Approve a Letter of Support for a Grant Application Submitted by the Mariposa County Fire Safe Council (FSC) for Mariposa Countywide Brush and Chip 21-FP-MMU-0026; and Authorize the Board of Supervisors Chair to Sign the Letter (Board Chair).

Mariposa County Fire Safe Council has requested a Letter of Support from the Mariposa County Board of Supervisors to include in their Grant Package.

The Chipping component of the Brush and Chip program is a significant support in the county effort to reduce Green House Gas emissions. Every pile chipped is a pile not burned. The chips remain on site to add to soil health and weed suppression, which increase landscape resiliency.

Please see the letter from the Mariposa County Fire Safe Council for additional information.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The Board has routinely approved letters of support for issues that they believe will benefit the citizens of Mariposa County.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Do not approve the letter. Individual Board members may write their own letters of support for the grant application which may not carry the weight of a letter from the entire Board.

ATTACHMENTS:

Board of Supervisors LOS CBC (PDF)

RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]

MOVER: Wayne Forsythe, District IV Supervisor

SECONDER: Tom Sweeney, District II Supervisor

AYES: Rosemarie Smallcombe, Tom Sweeney, Marshall Long, Wayne Forsythe

EXCUSED: Miles Menetrey

February 1, 2022

California Department of Forestry and Fire Protection
Fire Prevention Grants Program
P. O. Box 944246
Sacramento, CA 94244-2460

Re: Letter of Support for 21-FP-MMU-0026 – Mariposa Countywide Brush and Chip

To Whom It May Concern:

The Mariposa Board of Supervisors are pleased to support 21-FP-MMU-0026 for the Mariposa Countywide Brush and Chip program submitted by the Mariposa County Fire Safe Council, Inc.

The 2021 Mariposa Community Wildfire Protection Plan (CWPP) discusses Fire Adapted Communities, placing a strong emphasis on defensible space fuel removal as a high priority for safety of the WUI homes in Mariposa County. The Mariposa County Fire Safe Council has a fantastic track record of implementing an efficient and effective brushing and chipping program countywide. We would like to see this essential program continue. Without it, many low-income residents will not be able to meet the PRC 4291 requirements, placing them, and their neighbors, at greater risk of loss and potential death in a wildfire scenario. Not being able to clear around homes and routes of ingress/egress also puts fire fighters and first responders in harm's way when they attempt to evacuate the community.

The Chipping component of the Brush and Chip program is a significant support in the county effort to reduce Green House Gas emissions. Every pile chipped is a pile not burned. The chips remain on site to add to soil health and weed suppression, which increase landscape resiliency.

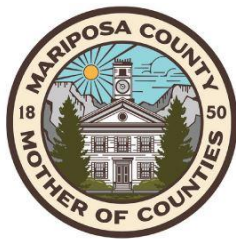
The Brush and Chip grant has been recommended for support to the Board of Supervisors by the Mariposa County Fire Advisory Council (MCFAC). The Mariposa County Board of Supervisors established MCFAC as a multi-stakeholder group engaging a holistic approach in considering and making recommendations on important topics such as pre-fire coordination, fire prevention education, fire risk reduction and resource resiliency to both the County Fire Chief and Board of Supervisors. The MCFAC was formed to improve strategic planning and cooperation around wildfire needs for Mariposa County. We are comprised of state, federal, and county agencies as well as non-governmental organizations dedicated to improving our

collective capacity to deal with emerging and urgent wildfire threats to our county's communities. The Brushing and Chipping program is endorsed and fully supported by the MCFAC collaborative.

We urge you to award a Fire Prevention grant to the Mariposa Fire Safe Council to implement the Mariposa Countywide Brush and Chip Program.

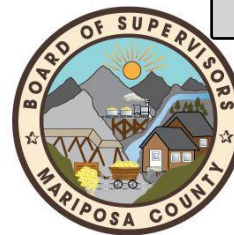
Sincerely,

Rosemarie Smallcombe,
Board Chair



MARIPOSA COUNTY

Board of Supervisors • 209-966-3222



D.12

RESOLUTION - ACTION REQUESTED 2022-72

MEETING: February 1, 2022

TO: The Board of Supervisors

FROM: Rosemarie Smallcombe, District I Supervisor

RE: Letter of Support for RCD Grant Application

RECOMMENDATION AND JUSTIFICATION:

Approve a Letter of Support for Mariposa County Resource Conservation District's Submission of a Grant Application for Mariposa County Fire Safe Roads - Highway 49 project; and Authorize the Board of Supervisors Chair to Sign the Letter (Board Chair).

This project is part of the larger Southern Sierra All-Lands Restoration and Recovery Program which is a collaborative effort that includes multiple public and private land owners and managers as well as research that will aid in understanding and mitigating the effects of climate change on our forests. The Fire Safe Roads project provides for a shaded fuel break along a 20-mile stretch of Highway 49 that is a high priority project in both the MMU unit plan and Caltrans roadway clearance plans.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The Board has approved letters in support of other efforts that will benefit the County or its residents.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Do not approve the letter. Individual members of the Board may write their own letters of support as desired.

ATTACHMENTS:

RCD LOS 1-24-22 (PDF)

RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**

MOVER: Wayne Forsythe, District IV Supervisor

SECONDER: Tom Sweeney, District II Supervisor

AYES: Rosemarie Smallcombe, Tom Sweeney, Marshall Long, Wayne Forsythe

EXCUSED: Miles Menetrey

January 21, 2022

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

Dear Grant Manager:

RE: Mariposa County Fire Safe Roads- Highway 49 Project

The Mariposa County Board of Supervisors encourages you to favorably consider the Mariposa County Resource Conservation District's application for Mariposa County Fire Safe Roads – Highway 49 project. This project is part of the larger Southern Sierra All-Lands Restoration and Recovery Program which is a collaborative effort that includes multiple public and private land owners and managers as well as research that will aid in understanding and mitigating the effects of climate change on our forests.

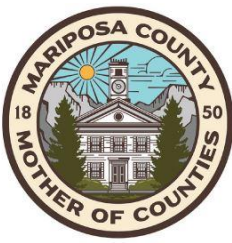
The Fire Safe Roads project provides for a shaded fuel break along a 20-mile stretch of Highway 49 that is a high priority project in both the MMU unit plan and Caltrans roadway clearance plans. It addresses critical evacuation routes in very high hazard fire zones and includes multiple partners and is therefore consistent with the goal, Create Fire-Safe Roadways, contained in the Governor's California Wildfire and Forest Resilience Action Plan. Caltrans, the US Forest Service, Yosemite National Park, and private landowners will work collaboratively to reduce fuels and increase public safety along this vital transit corridor. This project will also protect fire fighters and improve staging areas for equipment and personnel. Reducing fuel loads and protecting evacuation routes preserves the cornerstone of our local economy which is tourism to our national park and national forest lands. It is also consistent with Mariposa County's Community Wildfire Protection Plan.

The southern portion of the Sierra Nevada has been hard hit by the effects of climate change. Our lands have been impacted by multi-year extreme drought conditions, massive tree mortality, an increase in the number and severity of wildland fires, and destructive flooding and erosion attributable to changing weather patterns and a changing landscape. These challenges far exceed the resources available to address them.

This project is an excellent example of protecting and preserving local resources in a collaborative way that provides multiple benefits.

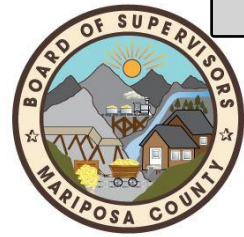
Sincerely,

Rosemarie Smallcombe,
Board Chair



MARIPOSA COUNTY

Fire • 209-966-4330



RESOLUTION - ACTION REQUESTED 2022-73

MEETING: February 1, 2022

TO: The Board of Supervisors

FROM: Mike Van Loben Sels, Acting Fire Chief

RE: Letter of Support for FSC Grant Application Brush and Chip 20-FP-MMU-0063

RECOMMENDATION AND JUSTIFICATION:

Approve a Letter of Support for a Grant Application Submitted by the Mariposa County Fire Safe Council (FSC) for Mariposa Countywide Brush and Chip 21-FP-MMU-0026; and Authorize the Fire Chief to Sign the Letter.

Mariposa County Fire Safe Council has requested a Letter of Support from the Mariposa County Board of Supervisors to include in their Grant Package.

The Chipping component of the Brush and Chip program is a significant support in the county effort to reduce Green House Gas emissions. Every pile chipped is a pile not burned. The chips remain on site to add to soil health and weed suppression, which increase landscape resiliency.

Please see the letter from the Mariposa County Fire Safe Council for additional information.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The Board has routinely approved letters of support for issues that they believe will benefit the citizens of Mariposa County.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Do not approve request for County Fire to submit letter of support. This could possibly impact grant scoring and will not allow Fire to show support of the project to the grantors.

ATTACHMENTS:

LOS Chipping (PDF)

RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]

MOVER: Wayne Forsythe, District IV Supervisor

SECONDER: Tom Sweeney, District II Supervisor

AYES: Rosemarie Smallcombe, Tom Sweeney, Marshall Long, Wayne Forsythe

EXCUSED: Miles Menetrey



MIKE VAN LOBEN SELS
Fire Chief
(209) 966-3622

MARIPOSA COUNTY FIRE DEPARTMENT

P.O. Box 162
Mariposa, CA 95338
Telephone: 209-966-4330 Fax: 209-966-0252

STEVEN WARD
Division Chief
(209) 966-4330

Neighbors Helping Neighbors

In cooperation with **CAL FIRE**

California Department of Forestry and
Fire Protection Fire Prevention Grants Program
P. O. Box 944246
Sacramento, CA 94244-2460

February 1, 2022

Re: Letter of Support for 21-FP-MMU-0026 – Mariposa Countywide Brush and Chip

To Whom It May Concern:

The Mariposa County Fire Department is pleased to support 21-FP-MMU-0026 for the Mariposa Countywide Brush and Chip program submitted by the Mariposa County Fire Safe Council, Inc.

The 2021 Mariposa Community Wildfire Protection Plan (CWPP) discusses Fire Adapted Communities, placing a strong emphasis on defensible space fuel removal as a high priority for safety of the WUI homes in Mariposa County. Having residences cleared of brush, with clear ingress/egress, helps the Fire Department to conduct a significantly safer wildfire evacuation. Clearance can mean the difference between life and death, particularly for our at-risk elderly and disabled citizens.

The Mariposa County Fire Safe Council has a fantastic track record of implementing an efficient and effective brushing and chipping program countywide. We would like to see this essential program continue. The Brush and Chip program is a significant support in the county effort to prevent fire starts and fire spread, as well as reduce Green House Gas emissions. Every pile chipped is a pile not burned. Every pile not burned is a reduction in accidental escaped burns.

The Mariposa County Fire Department is an active member of the Mariposa County Fire Advisory Committee (MCFAC). The Mariposa County Board of

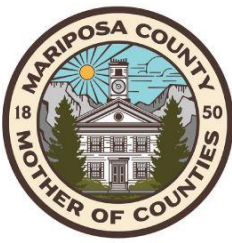
“Putting our communities first, understanding they deserve nothing less!”

Supervisors established MCFAC as a multi-stakeholder group engaging a holistic approach in considering and making recommendations on important topics such as pre-fire coordination, fire prevention education, fire risk reduction and resource resiliency to both the County Fire Chief and Board of Supervisors. The MCFAC was formed to improve strategic planning and cooperation around wildfire needs for Mariposa County. The Brushing and Chipping program is endorsed and fully supported by the MCFAC collaborative.

The Mariposa County Fire Department urges you to award a Fire Prevention grant to the Mariposa Fire Safe Council to implement the Mariposa Countywide Brush and Chip Program.

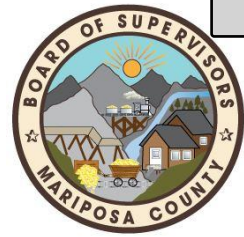
Sincerely,

Mike van Loben Sels
Fire Chief



MARIPOSA COUNTY

Fire • 209-966-4330



D.14

RESOLUTION - ACTION REQUESTED 2022-74

MEETING: February 1, 2022

TO: The Board of Supervisors

FROM: Mike Van Loben Sels, Acting Fire Chief

RE: Letter of Support for FSC Grant Application Mt. Bullion Ridge Fuel Break Project

RECOMMENDATION AND JUSTIFICATION:

Approve a Letter of Support for a Grant Application Submitted by the Mariposa County Fire Safe Council (FSC) for Mt. Bullion Ridge Fuel Break Project 21-FP-MMU-0143; and Authorize the Fire Chief to Sign the Letter.

Mariposa County Fire Safe Council has requested a Letter of Support from the Mariposa County Fire Department to include in their Grant Package.

This project is in line with implementation of the Community Wide Protection Plan (CWPP) specifically #6 on Part 4 table 9. This is also in coordination with local CALFIRE Unit wide and local Mariposa Battalion Strategic Fire Plan.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The Board has routinely approved letters of support for issues that they believe will benefit the citizens of Mariposa County.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Do not approve request for County Fire to submit letter of support. This could possibly impact grant scoring and will not allow Fire to show support of the project to the grantors.

ATTACHMENTS:

LOS Mt. Bullion Ridge (PDF)

RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]

MOVER: Wayne Forsythe, District IV Supervisor

SECONDER: Tom Sweeney, District II Supervisor

AYES: Rosemarie Smallcombe, Tom Sweeney, Marshall Long, Wayne Forsythe

EXCUSED: Miles Menetrey



MIKE VAN LOBEN SELS
Fire Chief
(209) 966-3622

MARIPOSA COUNTY FIRE DEPARTMENT

P.O. Box 162
Mariposa, CA 95338
Telephone: 209-966-4330 Fax: 209-966-0252

STEVEN WARD
Division Chief
(209) 966-4330

Neighbors Helping Neighbors

In cooperation with **CAL FIRE**

February 1, 2022

To Whom It May Concern:

The Mariposa County Fire Department (MCFD) is pleased to support 21-FP-MMU-0143 for the Bullion Ridge Fuel Break Project submitted by the Mariposa County Fire Safe Council, Inc.

A highly strategic fuel break, like Bullion Ridge is critical for mitigating the impact of wildfire by reducing the risk of fire ember ignition susceptibility, intensity, behavior to a crown fire, and high burn severity in our WUI communities. This fuel break will establish a ridgeline resilient to wildfire while providing firefighters a safe location to stage an effective fire fight.

The MCFD recognizes that the Bullion Ridge Fuel Break will provide a strategic location from which to protect the principal population and infrastructure center of Mariposa County, the Stockton Creek Watershed and the Saxon Creek water pumping project, John C Fremont Hospital, the CAL FIRE MMU Headquarters, the Mariposa Airport and helitack base, the CAL FIRE/CDCR Mt. Bullion Conservation Camp, the extensive communication and broadcasting tower complex atop Mt. Bullion, PG&E power lines, the entirety of county administration offices, as well as hundreds of homes within the influence zone of the project.

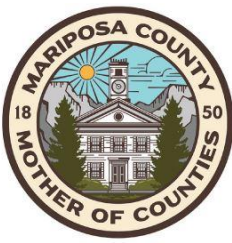
The MCFD recognizes that the CAL FIRE MMU has proposed a Midpines/Mt. Bullion Fuels Break in their 2020 and 2021 MMU Strategic Plan as part of a larger fuel break Master Plan. The Bullion Ridge Fuel Break is the implementation, and a keystone piece, of this MMU top priority fuel break Master Plan.

The Mariposa County Fire Department strongly urges you to award a Fire Prevention grant to the Mariposa Fire Safe Council to implement the Bullion Ridge a Fuel Break Project.

Sincerely,

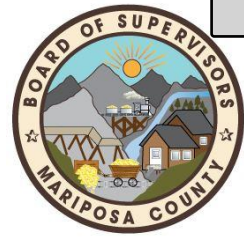
Mike van Loben Sels
Fire Chief

"Putting our communities first, understanding they deserve nothing less!"



MARIPOSA COUNTY

Fire • 209-966-4330



D.15

RESOLUTION - ACTION REQUESTED 2022-75

MEETING: February 1, 2022

TO: The Board of Supervisors

FROM: Mike Van Loben Sels, Acting Fire Chief

RE: Letter of Support for RCD Grant Application Mariposa County Fire Safe Roads-Highway 49 Project

RECOMMENDATION AND JUSTIFICATION:

Approve a Letter of Support for a Grant Application Submitted by the Mariposa County Resource Conservation District (RCD) for the Mariposa County Fire Safe Roads-Highway 49 Project 21-FP-MMU-0225; and Authorize the Fire Chief to Sign the Letter.

Mariposa County Resource Conservation District has requested a Letter of Support from the Mariposa County Fire Department to include in their Grant Package.

This project is in line with implementation of the Community Wide Protection Plan (CWPP) specifically #6 on Part 4 table 9. This is also in coordination with local CALFIRE Unit wide Strategic Fire Plan. The Highway 49 corridor that has been impacted in the past by wildfire. This poses a threat to the public and our firefighters safety. Reducing fuel loads to protect this main travel route will help preserve our local and tourism economy, as well as increase the safety and evacuation of our public during wildfire events.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The Board has routinely approved letters of support for issues that they believe will benefit the citizens of Mariposa County.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Do not approve request for County Fire to submit letter of support. This could possibly impact grant scoring and will not allow Fire to show support of the project to the grantors.

ATTACHMENTS:

RCD 49 project (PDF)

RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**

MOVER: Wayne Forsythe, District IV Supervisor

SECONDER: Tom Sweeney, District II Supervisor

AYES: Rosemarie Smallcombe, Tom Sweeney, Marshall Long, Wayne Forsythe

EXCUSED: Miles Menetrey



MIKE VAN LOBEN SELS
Fire Chief
(209) 966-3622

MARIPOSA COUNTY FIRE DEPARTMENT

P.O. Box 162
Mariposa, CA 95338
Telephone: 209-966-4330 Fax: 209-966-0252

STEVEN WARD
Division Chief
(209) 966-4330

Neighbors Helping Neighbors

In cooperation with **CAL FIRE**

February 1, 2022

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

Dear Grant Manager:

RE: Mariposa County Fire Safe Roads- Highway 49 Project – 21-FP-MMU-0225

The Mariposa County Fire Department is pleased to support the Mariposa County Resource Conservation District's application for Mariposa County Fire Safe Roads – Highway 49 project. This project is part of the larger Southern Sierra All-Lands Restoration and Recovery Program which is a collaborative effort that includes multiple public and private landowners and managers as well as research that will aid in understanding and mitigating the effects of climate change on our forests.

The Fire Safe Roads project provides for a shaded fuel break along a 20-mile stretch of Highway 49 that is a high priority project in both the MMU unit plan as well as Caltrans roadway clearance priorities. It addresses critical evacuation routes in very high hazard fire zones and multiple partners. Caltrans, the US Forest Service, Yosemite National Park, and private landowners will work collaboratively to reduce fuels and increase public safety along this vital corridor. This project will also protect fire fighters and improve staging areas for equipment and personnel. Reducing fuel loads and protecting evacuation routes preserves the cornerstone of our local economy which is tourism to our national park and national forests.

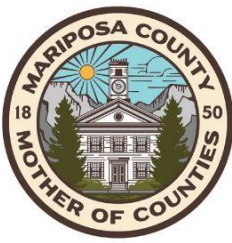
The southern portion of the Sierra Nevada has been hard hit by the effects of climate change. Our lands have been impacted by multi-year extreme drought conditions, massive tree mortality, an increase in the number and severity of wildland fires, and destructive flooding and erosion attributable to changing weather patterns and a changing landscape. These challenges far exceed the resources available to address them.

"Putting our communities first, understanding they deserve nothing less!"

This project is an excellent example of protecting and preserving local resources in a collaborative way that provides multiple benefits.

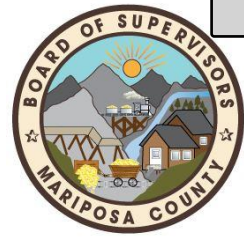
Sincerely,

Mike van Loben Sels
Fire Chief



MARIPOSA COUNTY

Fire • 209-966-4330



D.16

RESOLUTION - ACTION REQUESTED 2022-76

MEETING: February 1, 2022

TO: The Board of Supervisors

FROM: Mike Van Loben Sels, Acting Fire Chief

RE: Letter of Support for Mariposa County Roadside Fuel Reduction
Equipment Purchase 21-FP-MMU-0204

RECOMMENDATION AND JUSTIFICATION:

Approve a Letter of Support for a Grant Application Submitted by the Mariposa County Public Work Department 21-FP-MMU-0204 Mariposa County Roadside Fuel Reduction Equipment Purchase; and Authorize the Fire Chief to Sign the Letter.

Mariposa County Public Works has requested a Letter of Support from the Mariposa County Fire Department to include in their Grant Package.

This project is in line with implementation of the Community Wide Protection Plan (CWPP) specifically #6 on Part 4 table 9. This is also in coordination with local CALFIRE Unit wide Strategic Fire Plan and supports the Mariposa County Structure Defense Plans in regards to evacuation routes. Mariposa County has numerous roads that are impacted by fire and/or more specifically fire starts from hot objects being impacted onto the shoulders of these roadways. This poses a threat to the public and our firefighters safety for access and egress as well as evacuations. Fuel loading along these roadways increases fire ignition and hampers ability to utilize roadways as potential fire containment opportunities. Having the proper equipment to Reduce fuel loading on the shoulders of local roads will help to protect routine travel routes, reduce the opportunities for fires to ignite or spread from the roadway, as well as increase the safety and evacuation of our public during wildfire events.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The Board has routinely approved letters of support for issues that they believe will benefit the citizens of Mariposa County.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Do not approve request for County Fire to submit letter of support. This could possibly impact grant scoring and will not allow Fire to show support of the project to the grantors.

ATTACHMENTS:

LOS Public Works equipment (PDF)

REF ID# 12585

Packet Pg. 100

RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**

MOVER: Wayne Forsythe, District IV Supervisor

SECONDER: Tom Sweeney, District II Supervisor

AYES: Rosemarie Smallcombe, Tom Sweeney, Marshall Long, Wayne Forsythe

EXCUSED: Miles Menetrey



MIKE VAN LOBEN SELS
Fire Chief
(209) 966-3622

MARIPOSA COUNTY FIRE DEPARTMENT

P.O. Box 162
Mariposa, CA 95338
Telephone: 209-966-4330 Fax: 209-966-0252

STEVEN WARD
Division Chief
(209) 966-4330

Neighbors Helping Neighbors

In cooperation with **CAL FIRE**

California Department of Forestry and
Fire Protection Fire Prevention Grants Program
P. O. Box 944246
Sacramento, CA 94244-2460

February 1, 2022

Re: Letter of Support for No. 21-FP-MMU-0204: Mariposa County Roadside
Fuel Reduction Equipment Purchase

To Whom It May Concern:

Mariposa County Fire Department is pleased to support Mariposa County Public Works Department's application to the CAL FIRE Fire Prevention grant program. Application No. 21-FP-MMU-0204: Mariposa County Roadside Fuel Reduction Equipment Purchase. The equipment purchased through this grant will reduce hazardous fuels along critical evacuation routes to increase safety of residents driving along roads during a wildfire.

The Public Works Department has limited mechanical means to manage roadside brush. The grant would provide an excavator with a masticator/mulcher attachment and greatly increase the efficiency of fuel reduction projects. Multiple wildfires are caused by roadside ignition each year. Removal of roadside fuels including dead trees due to drought and beetle infestation plays a critical role in fire prevention management. There are many roadways in the County with single-point egress routes increasing the potential for devastation while limiting response routes.

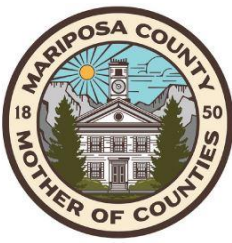
Not only would this grant enhance emergency access on local roads, and reduce changes of ignitions along roads, it would help create shaded fuel breaks that would serve to change fire behavior, reduce the potential for catastrophic fire spread and provide staging areas for fire fighters in the event that a fire occurs.

"Putting our communities first, understanding they deserve nothing less!"

County Fire and Public Works are working cooperatively to expand and improve roadside fuel breaks at strategic locations. Brushing by Public Works will buy critical time and allows for preparation around communities and management of fire activity. CalFire will be able to quickly open up and expand fuel breaks, turning them into constructed lines that will aid fire fighters in saving homes and infrastructure including mitigating high potential for loss of human life due to the areas being cut off.

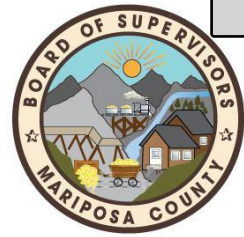
Sincerely,

Mike van Loben Sels
Fire Chief



MARIPOSA COUNTY

Public Works • 209-966-2498



RESOLUTION - ACTION REQUESTED 2022-77

MEETING: February 1, 2022

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works & Transportation

RE: Approve Plans & Specs, Authorize to Advertise, Award and Sign the Mariposa Pool Project. BA (\$400K)

RECOMMENDATION AND JUSTIFICATION:

Approve Plans & Specifications for Construction of the Mariposa Pool Re-plaster and Repairs Project; Authorize the Interim Public Works and Transportation Director to Advertise and Award the Project to the Lowest Responsible Bidder; Authorize the Board of Supervisors Chair to Sign the Agreement (Subject to Approval as to Legal Form by County Counsel); and Approve Budget Action Recognizing Unanticipated Revenue from Grant Funds (\$400,000).

The Mariposa Pool is in need of repair due to deterioration of the plaster and tile inside the pool and around the surrounding area. Prop 68 Park Improvement Funds will be used to fund this project.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

On April 13, 2021 Resolution 2021-193 The Board Authorized the Public Works Director to Apply for Prop 68 Grant Funds. The Grant provides the County with eligibility to apply for up to \$400,000 in Proposition 68 Park Improvement Funds. The Resolution identified the pools, tennis courts and the playground equipment as recommended projects.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Do not approve, The projects may not move forward. This could jeopardize the available funding in accordance with the Grant guidelines.

ATTACHMENTS:

Mariposa Pool Package (PDF)

Budget Action - FY21-22 Fund 501 Prop 68 Grant (PDF)

RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**

MOVER: Wayne Forsythe, District IV Supervisor

SECONDER: Tom Sweeney, District II Supervisor

AYES: Rosemarie Smallcombe, Tom Sweeney, Marshall Long, Wayne Forsythe

EXCUSED: Miles Menetrey

COUNTY OF MARIPOSA
DEPARTMENT OF PUBLIC WORKS



BID BOOK

(BID PACKAGE 1 OF 2)

FOR

Mariposa Pool Replaster and Repairs
Project # PWEN-0701-2101

January 2022

BOARD OF SUPERVISORS

Rosemarie Smallcombe, Chair (District 1)

Miles Menetrey, Vice Chair (District 5)

Tom Sweeney (District 2)

Marshall Long, Chair (District 3)

Wayne Forsythe (District 4)

Gary Brown, PE, County Engineer

Date

Attachment: Mariposa Pool Package (RES-2022-77 : Approve Plans & Specs, Authorize to Advertise, Award and Sign the Mariposa Pool Project.

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MARIPOSA COUNTY DEPARTMENT OF PUBLIC WORKS

PROPOSAL

Mariposa Pool Replaster and Repairs
Project # PWEN-0701-2101

NAME OF BIDDER: _____

BUSINESS MAILING ADDRESS: _____

CITY, STATE, ZIP: _____

BUSINESS STREET ADDRESS: _____

CITY, STATE, ZIP: _____

TELEPHONE: ()

FAX: ()

E-mail address: _____

Contractor License No.: _____

Year established _____

Estimated yearly contracts _____

The work to be done and referred to herein is:

Mariposa Pool Replaster and Repairs
Project # PWEN-0701-2101

located in Mariposa County, State of California, and shall be constructed in accordance with these Contract Documents, which require the payment of State of California General Prevailing Wage Rates, including:

The Notice to Contractors, Special Provisions (Bid Package 2 of 2), contract, and any addenda thereto annexed hereto.

Bids are to be submitted for the entire work. The amount of the bid, for comparison purposes, will be the total of all items.

The bidder shall set forth for each unit basis item of work a unit price and a total for the item, and for each lump sum item a total for the item, all in clearly legible figures in the respective spaces provided for that purpose. In the case of unit basis items, the amount set forth under the "Item Total" column shall be the product of the unit price bid and the estimated quantity for the item.

In case of discrepancy between the unit price and the total set forth for a unit basis item, the unit price shall prevail, except as provided in (a) or (b) as follows:

- a) If the amount set forth as a unit price is unreadable or otherwise unclear, or is omitted, or is the same as the amount as the entry in the item total column, then the amount set forth in the item total column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price
- b) (Decimal Errors) If the product of the entered unit price and the estimated quantity is exactly off by a factor of ten, one hundred, etc., or one-tenth, or one hundredth, etc. from the entered total, the discrepancy will be resolved by using the entered unit price or item total, whichever most closely approximates percentage wise the unit price or item total in the County of Mariposa's estimate of cost.

If both the unit price and the item total are unreadable or otherwise unclear, or are omitted, the bid may be deemed irregular. Likewise, if the item total for a lump sum item is unreadable or otherwise unclear, or is omitted, the bid may be deemed irregular unless the project being bid has only a single item and a clear, readable total bid is provided.

Symbols such as commas and dollar signs will be ignored and have no mathematical significance in establishing any unit price or item total or lump sums. Written unit prices, item totals and lump sums will be interpreted according to the number of digits and, if applicable, decimal placement. Cents symbols also have no significance in establishing any unit price or item total since all figures are assumed to be expressed in dollars and/or decimal fractions of a dollar. Bids on lump sum items shall be item totals only; if any unit price for a lump sum item is included in a bid and it differs from the item total, the items total shall prevail.

The foregoing provisions for the resolution of specific irregularities cannot be so comprehensive as to cover every omission, inconsistency, error, or other irregularity which may occur in a bid. Any situation not specifically provided for will be determined in the discretion of the County of Mariposa, and that discretion will be exercised in the manner deemed by the County of Mariposa to best protect the public interest in the prompt and economical completion of the work. The decision of the County of Mariposa respecting the amount of a bid, or the existence or treatment of an irregularity in a bid, shall be final.

If this proposal shall be accepted and the undersigned shall fail to enter into the contract and furnish the bonds in the amounts required by the Contract Documents, with surety satisfactory to the County of Mariposa, within ten (10) days, not including Saturdays, Sundays and legal holidays, after the bidder has received notice from the County of Mariposa that the contract has been awarded, the Department of Public Works may, at its option, determine that the bidder has abandoned the contract, and thereupon this proposal and the acceptance thereof shall be null and void and the forfeiture of such security accompanying this proposal shall operate and the same shall be the property of the County of Mariposa.

The undersigned, as bidder, declares that the only person or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any other person, firm or corporation; that he has carefully examined the location of the proposed work, the annexed proposed form of contract, and the plans therein referred to; and he proposes, and agrees if this proposal is accepted, that he will contract with the County of Mariposa, in the form of the copy of the contract annexed hereto, to provide all necessary machinery, tools, apparatus and other means of construction, and to do all the work and furnish all the materials specified in the contract, in the manner and time therein prescribed, and according to the requirements of the Engineer as therein set forth, and that he will take in full payment therefore the following prices, to wit:

BID SCHEDULE

ITEM	ITEM DESCRIPTION	QTY	UNIT PRICE (\$)	TOTAL PRICE (\$)
1	Mariposa Town Park Pool (25' x 75') Furnish all labor, materials, equipment, superintendence, insurance, permits, and all other incidentals for: - Removal and disposal of fiberglass and plaster. Chip and protect fittings. - Remove and replace all drain and jet fittings. - Replaster with a quartz plaster material. - Reconfigure entry steps. Install new non-slip trim tile on the edge of entry step tread. Tile to be 2"x2" non-slip black tiles. Remove and replace rail with Paragon mounted rail. - Remove and replace cycolac step inserts. (E) Grabrails cleaned and refinished. - Remove and replace waterline tile including depth markers. Tile color and grout to be furnished to the County for color selection prior to purchasing materials. Approximately 220 lf. - Remove and replace coping around the entire perimeter. New coping shall include tile insets and tiles for "No Diving" "No Running" and depth markers. Approximately 220 lf. - Add tiles lanes, tile break at 4 ½ deep, and end markers. - Remove and replace rope anchors at 4 ½ mark. Add rope anchors at lane lines. - Reconfigure main drain to a dual drain system including suction outlet covers. - Reconfigure skimmer equalizer outlets to two suction grate assemblies including suction outlet covers. - Sawcut, remove and replace deck drain. Approximately 105 lf. - Remove and replace diving board with 12 ft board and ¾ meter stand including rails and step. - Remove Hayward Stratum VRS Safety Vacuum Release System. - Pool system startup including startup of existing mechanical equipment, filling the pool, provide chemicals and balancing the water, cleaning, 2-week maintenance, and leaving the pool ready to use. Complete and in place including all testing and other appurtenant work for VGB compliance. County will drain the pool. Contractor shall be responsible for providing a water truck to fill the pool.	1 LS		

TOTAL BID PRICE (ITEM 1) IN FIGURES: \$ _____

AMOUNT OF TOTAL BID, WRITTEN OUT: _____

_____ DOLLARS

CONSTRUCTION COMPANY NAME: _____

CLASS: _____ LICENSE NO.: _____ PWCR (DIR) NO.: _____

SIGNATURE OF BIDDER: _____ DATE: _____

LIST OF SUBCONTRACTORS

The following named subcontractor(s) will perform with labor, or otherwise render services to the general contractor in or about the construction of the work or improvement in an amount in excess of **one-half of one percent of the total bid presented herewith or \$10,000, whichever is greater**. Please fill out as completely as possible when submitting your bid. Use subcontractor's business name style as registered with the License Board. Each listed subcontractor's name, location of business and description of work, and both their contractor's license number and public works contractor registration number, issued pursuant to Section 1725.5 of the Labor Code, are **REQUIRED**, by Section 4104 of the California Public Contract Code, to be submitted prior to bid opening. (The "location of business" must specify the city in which the subcontractor's business is located, and the state if other than California.) All other requested information shall be submitted, either with the bid or within 24 hours after bid opening.

Please fill out as completely as possible when submitting your bid. Use subcontractor's business name style as registered with the License Board.

FAILURE TO LIST SUBCONTRACTORS AS DIRECTED MAY RENDER THE BID NONRESPONSIVE, OR MAY RESULT IN ASSESSMENT OF A PENALTY AGAINST THE BIDDER IN ACCORDANCE WITH SECTION 4110 OF THE CALIFORNIA PUBLIC CONTRACT CODE.

SUBCONTRACTOR: _____

BUSINESS ADDRESS: _____

CLASS: _____ LICENSE No.: _____ PWCR (DIR) No.: _____

ITEM NO. OR DESCRIPTION OF WORK: _____

DOLLAR AMOUNT OR PERCENTAGE OF TOTAL BID: _____

EMAIL ADDRESS: _____

SUBCONTRACTOR: _____

BUSINESS ADDRESS: _____

CLASS: _____ LICENSE No.: _____ PWCR (DIR) No.: _____

ITEM NO. OR DESCRIPTION OF WORK: _____

DOLLAR AMOUNT OR PERCENTAGE OF TOTAL BID: _____

EMAIL ADDRESS: _____

SUBCONTRACTOR: _____

BUSINESS ADDRESS: _____

CLASS: _____ LICENSE No.: _____ PWCR (DIR) No.: _____

ITEM NO. OR DESCRIPTION OF WORK: _____

DOLLAR AMOUNT OR PERCENTAGE OF TOTAL BID: _____

EMAIL ADDRESS: _____

ADDENDA ACKNOWLEDGMENT

This Proposal is inclusive of all addenda noted by the County Engineer as requiring signature.
If any Addenda are required revisions to the Engineer's Estimate sheets, insert them as part of this proposal.

Addendum(s) _____

Bidder's Initials _____

SECURITY

Accompanying this proposal is:

INSERT THE AMOUNT AND THE WORDS "BIDDERS BOND"

in an amount equal to at least ten (10) percent of the total of the bid.

LIST OF PRINCIPALS

The names of all persons interested in the foregoing proposal as principals are as follows:

IMPORTANT NOTICE. If bidder or other interested person is corporation, state legal name of corporation, also names of the president, secretary, treasurer, and manager thereof; if a co-partnership, state true name of firm, also names of all individual copartners composing firm; if bidder or other interested person is an individual, state first and last names in full.

By my signature on this proposal I certify, under penalty of perjury under the laws of the State of California, that the foregoing questionnaire and statements of Public Contract Code Sections 10162, 10232 and 102851.1 are true and correct and that the bidder has complied with the requirements of Section 8103 of the Fair Employment and Housing Commission Regulations (Chapter 5, Title 2 of the California Administrative Code). By my signature on this proposal I further certify, under the penalty of perjury under the laws of the State of California and the United States of America, that the Non-collusion Affidavit required by Title 23 United States Code, Section 112 and Public Contract Code Section 7106; and the Title 49 Code of Federal Regulations, Part 29 Debarment and Suspension Certification are true and correct.

The Contractor's license number and expiration date are stated under penalty of perjury.
Licensed in accordance with an act providing for the registration of contractors:

License No.: _____ Exp. Date: _____ Classifications: _____

Print Name and Title of Bidder _____ Date _____ Signature of Bidder _____

Business Address _____ Place of Business _____

Place of Residence _____

PUBLIC CONTRACT CODE

These Statements and Questionnaire are part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of these Statements and Questionnaire. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

PUBLIC CONTRACT CODE SECTION 10285.1 STATEMENT

In conformance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declares under penalty of perjury that the bidder

has ☐, has not ☐,

been convicted within the preceding three (3) years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

The bidder must place a check mark after "has" or "has not" in one of the blank spaces provided. The above Statement is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement. Bidders are cautioned that making false certification may subject the certifier to criminal prosecution.

"I declare under penalty of perjury under the laws of the State of California that the statement made in the foregoing statement is true and correct.

Signature: _____ Date: _____

PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE

In accordance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes ☐ No ☐

If the answer is yes, explain the circumstances in the following space:

PUBLIC CONTRACT SECTION 10232 STATEMENT

In conformance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

COUNTY OF MARIPOSA, DEPARTMENT OF PUBLIC WORKS

BIDDER'S BOND

Bond No. _____

We, _____ as Principal
 and _____ as Surety are bound unto the
 County of Mariposa, hereafter referred to as "Obligee", in the penal sum of ten (10) percent of the total
 amount of the bid of the Principal submitted to the Obligee for the work described below, for the payment
 of which sum we bind ourselves, jointly and severally,

THE CONDITION OF THIS OBLIGATION IS SUCH, THAT:

WHEREAS, the Principal is submitted to the Obligee, for:

Mariposa Pool Replaster and Repairs

for which bids are to be opened at _____ on _____.
 NOW, THEREFORE, if the Principal is awarded the contract and, within the time and manner required
 under the Specifications, after the prescribed forms are presented to him for signature, enters into a
 written contract, in the prescribed form, in accordance with the bid, and files three bonds with the
 Obligee, one to guarantee faithful performance of the contract, second to guarantee payment for labor and
 materials as provided by law, and third to be a maintenance warranty bond, then this obligation shall be
 null and void; otherwise, it shall remain in full force.

In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay
 all costs incurred by the Obligee in such suit, including a reasonable attorney's fee to be fixed by the
 court.

Date: _____, 20 _____

Principal

Surety

Attorney-in-Fact

CERTIFICATE OF ACKNOWLEDGEMENT

State of California

County
of _____

On _____ Before
me, _____,
 (here insert the name and title of the officer)

Notary Public, personally appeared _____

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within
 instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by
 his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the
 instrument.

WITNESS my hand and official seal.

Signature _____

(Seal)

COUNTY OF MARIPOSA, DEPARTMENT OF PUBLIC WORKS

PERFORMANCE BOND

(To Accompany Contract)

Bond No. _____

WHEREAS, the County of Mariposa, acting by and through the Department of Public Works, has awarded to Contractor _____, hereafter designated as the "Contractor", a contract for the work described as follows:

Mariposa Pool Replaster and Repairs

AND WHEREAS, the Contractor is required to furnish a bond in connection with said contract, guaranteeing the faithful performance thereof.

NOW, THEREFORE, we the undersigned Contractor and Surety are held firmly bound to the County of Mariposa in the sum of _____ dollars (\$ _____), to be paid to said County or its certain attorney, its successors and assigns for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors or assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH,

That if the above bound Contractor, its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the foregoing contract and any alteration thereof made as therein provided, on his or their part to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning, and shall indemnify and hold harmless the County of Mariposa, its elected and appointed officials, officers, employees, agents and volunteers, as therein stipulated, then this obligation shall become and be null and void; otherwise it shall be and remain in full force and virtue. In case suit is brought upon this bond, the Surety will pay a reasonable attorney's fee to fixed by the court.

IN WITNESS WHEREOF, We have hereunto set our hands and seals on this ____ day of _____, 20 ____.

Correspondence or claims relating to
this bond should be sent to the Surety at
the following address:

Contractor_____
Name of Surety (SEAL)_____
By: Attorney-in-Fact

NOTE: Signatures of those executing for the Surety must be proper acknowledged.

CERTIFICATE OF ACKNOWLEDGEMENT

State of California

County

of _____

On _____ Before
me, _____,
(here insert the name and title of the officer)

Notary Public, personally appeared _____

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature _____

(Seal)

COUNTY OF MARIPOSA, DEPARTMENT OF PUBLIC WORKS

PAYMENT BOND
(Section 3247, Civil Code)

Bond No. _____

WHEREAS, The County Mariposa, acting by and through the Department of Public Works, hereafter referred to as "Obligee", has awarded to Contractor _____, hereafter designated as the "Principal", a contract for the work described as follows:

Mariposa Pool Replaster and Repairs

AND WHEREAS, said Principal is required to furnish a bond in connection with said contract, to secure the payment of claims of laborers, mechanics, materialmen and other persons as provided by law.

NOW, THEREFORE, we the undersigned Principal and Surety are held firmly bound to the County of Mariposa in the sum of _____ dollars (\$ _____), to be paid to said County or its certain attorney, its successors and assigns for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors or assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH,

That if said Principal or its subcontractors shall fail to pay any of the persons named in Civil Code Section 3181, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by such claimant, or any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board for the wages of employees of the Principal and his subcontractors pursuant to Section 18806 of the Revenue and Taxation Code, with respect to such work and labor, that the Surety herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, the Surety will pay a reasonable attorney's fee to be fixed by the court.

This bond shall inure to the benefit of any of the persons named in Civil Code Section 3181 as to give a right of action to such persons or their assigns in any suit brought upon this bond.

IN WITNESS WHEREOF, We have hereunto set our hands and seals on this ____ day of _____, 20 ____.

Correspondence or claims relating to this
bond should be sent to the Surety at the
following address:

Contractor

Name of Surety (SEAL)

By: Attorney-in-Fact

NOTE: Signatures of those executing for the Surety must be properly acknowledged.

CERTIFICATE OF ACKNOWLEDGEMENT

State of California

County of _____

On _____ Before me, _____,
(here insert the name and title of the officer)

Notary Public, personally appeared _____

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature _____

(Seal)

COUNTY OF MARIPOSA
DEPARTMENT OF PUBLIC WORKS



NOTICE TO CONTRACTORS
AND
SPECIAL PROVISIONS
 (BID PACKAGE 2 OF 2)
FOR

Mariposa Pool Replaster and Repairs
Project # PWEN-0701-2101

January 2022

BOARD OF SUPERVISORS

Rosemarie Smallcombe, Chair (District 1)
Miles Menetrey, Vice Chair (District 5)
Tom Sweeney (District 2)
Marshall Long, Chair (District 3)
Wayne Forsythe (District 4)

Gary Brown PE, County Engineer

Date

Attachment: Mariposa Pool Package (RES-2022-77 : Approve Plans & Specs, Authorize to Advertise, Award and Sign the Mariposa Pool Project.

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DEPARTMENT OF PUBLIC WORKS

NOTICE TO CONTRACTORS

(1 OF 2)

NOTICE IS HEREBY GIVEN THAT sealed bids will be received in the office of the Department of Public Works of Mariposa County at 4639 Ben Hur Road, Mariposa, California until **(See Date Below)** after which said bids will be publicly opened and read in the Public Works public counter at 4639 Ben Hur Road, Mariposa, in accordance with the contract documents referred to as:

Mariposa Pool Replaster and Repairs
Project # PWEN-0701-2101

Any bid received after the time and date listed above will be returned unopened. Bids are required for the entire work described in accordance with the provisions of the contract documents on the proposal forms furnished therein, and in accordance with the Plans & Details, and the Special Provisions. Prospective bidders may attend a non mandatory bid-walk as noted below.

DESCRIPTION OF WORK:

The work to be done consists, in general, of a licensed contractor with a Specialty Contractor license, C-53 Swimming Pool Contractor classification to replaster two pools, replace steps, ladders, rails, tile and ensure main drain and skimmer equalizer outlets meet current VGB requirements.

IMPORTANT DATES:

Public Notice Advertisement:	February 1, 2022
OPTIONAL Pre-Bid Meeting at the Mariposa Town Park, is scheduled for:	February 10, 2022 @ 10 am
Last day and time to submit bids - Bid Closing:	February 17, 2022 @ 2 pm
1 st Working Day	March 7, 2022

Any communications relative to this project should be directed to:

Matt Hespenheide, P.E.
 Department of Public Works
 4639 Ben Hur Road
 Mariposa, CA 95338
 209-966-5356
mhespenheide@mariposacounty.org

CONTRACT DOCUMENTS: The complete Bid Package may be viewed or obtained at any of the following: Public Works Front Counter (CD), Download from the Public Works Webpage (click the bids & RFPs link), or at any of the above Contractor's exchanges.

Fresno Builders Exchange
 Phone: (559)-237-1831

Stockton Exchange
 Phone: (209)-478-1000

Mariposa Contractors Assoc.
 Phone: (209) 966-5914

Valley Builders Exchange
 Phone: (209)-522-9031

Sacramento Regional
 Phone: (916) 442-8991

Tulare/King Builders Exchange
 Phone: (559) 732-4568

DEPARTMENT OF PUBLIC WORKS

NOTICE TO CONTRACTORS

(2 OF 2)

Board of Supervisor's Resolution: 2022-XXX

D.I.R. REQUIREMENTS: The Bidder must be registered with the Department of Industrial Relation prior to bid opening and provide proof of registration in the bid package (including any listed sub-contractors).

COMPLETION OF WORK: The Bidder is referred to Section 8 of the Special Provisions which allows **60 working days** for completion of the work. The County reserves the right to assess a penalty of **\$500 per calendar day** for work exceeding the allowed days.

QUANTITY OF WORK: The quantities shown in the proposal forms are approximate only and given as a basis for the comparison of bids. The County of Mariposa does not expressly or by implication assert that the actual amount of work will correspond herewith and reserves the right to increase or decrease the amount of any portion of the work or to omit portions of the work as may be deemed necessary.

COORDINATION OF SCHEDULE: Coordinate with Parks & Recreation at 4998 County Park Road (Phone 209-966-2498).

BID SECURITY: All bids shall be accompanied by a bidder's bond amounting to ten percent (10%) of bid amount payable to said County as liquidated damages. Said amount shall be retained by, or said bond shall become payable to said County if the bidder depositing same does not, within **10 working days** after written notice that the contract has been awarded to him, enter into a contract with the County.

BID SCHEDULE: The County reserves the right to reduce or increase the bid schedule quantities by as much as **twenty five percent (25%)** for each affected line item.

BID QUESTIONS: All bid questions or request for information will be addressed in issued project Addenda without delay as long as they are submitted at least **3 working days** prior to the bid close.

DBE REQUIREMENT: The County of Mariposa affirms that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation.

BONDS: The successful bidder shall, after Notice of Award, furnish a payment bond and a performance bond, each in the amount of **one hundred percent (100%)** of the contract price.

ADDENDUMS TO BID DOCUMENTS: The Owner's Representative may issue addendums to the project specifications as deemed necessary to modify the project documents prior to bid close. Addendums will be in writing and may modify the content of the project documents as well as the date that bids are accepted by the County.

CONTRACTOR LICENSE REQUIRED: The successful bidder and/or their sub-contractor, before contract award, must possess a current **Class C-53** Swimming Pool Contractor's license issued by the State of California Licensing Board. Failure of the bidder to obtain the required license before award of the contract shall constitute a failure to execute the contract and shall result in the forfeiture of the security of the bidder.

WAGE RATES: Pursuant to Section 1773 of the Labor Code, the general prevailing wage rates in the County in which the work is to be done have been determined by the Director of the California Department of Industrial Relations. These wages are set forth in the General Prevailing Wage Rates for this project, available at the County of Mariposa Department of Public Works and available from the California Department of Industrial Relations' Internet web site at <http://www.dir.ca.gov>.

PAYMENT RETENTION: Upon the Contractor's request, the County will make payment of funds withheld from progress payments, pursuant to the requirements of Public Contracts Code Section 22300, if the Contractor deposits, in escrow with the County Treasurer or with a bank acceptable to the Department, securities eligible for the investment of State of California funds under Government Code Section 16430 or bank or savings and loan certificates of deposit in accordance with the conditions of the Special Provisions.

AWARD OF CONTRACT: The award of the contract, if it is to be awarded, will be to the lowest responsive and responsible bidder whose proposal complies with all the requirements prescribed. The lowest bid will be determined by the total of bid items. Such award, if made, will be made within **60 days** after the opening of the proposals. The award of the contract will be subject to the availability of funds. The County of Mariposa reserves the right to reject any or all bids and to waive any irregularities in the bidding.

Attachment: Mariposa Pool Package (RES-2022-77 : Approve Plans & Specs, Authorize to Advertise, Award and Sign the Mariposa Pool Project.

SECTION 1 SPECIFICATIONS AND PLANS

1.1 Definitions

The intent and meaning of the terms in the proposal, contract and other contract documents shall be interpreted accordingly as follows:

ATTORNEY GENERAL – The County Counsel of the County of Mariposa.

CONTRACT/CONTRACT DOCUMENTS - The written agreement covering the performance of the work. The contract shall include the Notice to Contractors, Instructions to Bidders, Proposal, Plans, Specifications, Special Provisions and Contract Bonds; also, any supplemental agreements amending or extending the work contemplated and which may be required to complete the work in a substantial and acceptable manner. Supplemental agreements are written agreements covering alterations, amendments or extensions to the contract and include contract change orders.

COUNTY - Shall mean the County of Mariposa

ENGINEER - Shall mean the County Engineer or his authorized representative

MAY - "MAY" is permissive

SHALL - "SHALL" is mandatory

DIRECTOR – Shall mean the Director of Public Works

OWNER’S REPRESENTATIVE – Shall be determined at the pre-construction meeting

DIR – Shall mean Department of Industrial Relations

PERSON – Shall mean a responsible party.

DAY – The term “day” means a working day unless otherwise specifically noted.

1.2 CONTRACTOR EXAMINATION OF SITES

Existing facilities may not be used for storage. Contractor may not obstruct use of other park facilities during construction.

Each bidder shall examine carefully the site of the work and the Contract Documents, and shall satisfy itself as to the character, quality, and quantity of the surface and subsurface materials or obstacles to be encountered.

The submission of a bid proposal shall be conclusive evidence that the Contractor has satisfied itself through Contractor's own investigation as to the conditions to be encountered; the character, quality, and scope of work to be performed; the materials and equipment to be furnished; and all requirements of the Contract Documents.

Where investigations of subsurface conditions have been made with respect to foundation or other structural design, and that information is made available to Contractor or shown in the Contract Documents, said information represents only the statement as to the character of materials which have been actually encountered by it in its investigation, and is only made available or included for the convenience of bidders.

Investigations of subsurface conditions are made for the purpose of design, and the County assumes no responsibility whatsoever with respect to the sufficiency or accuracy of borings, the log of test borings, or other preliminary investigations, or of the interpretation thereof, and there is no guaranty, either expressed or implied, that the conditions

indicated are representative of those existing throughout the work or that unanticipated conditions may not occur. When a log of test borings is made available to Contractor or included in the Contract Documents, it is expressly understood and agreed that said log of test borings does not constitute a part of the Contract, and represents only an opinion of the County as to the character of the materials to be encountered, and is made available or included in the Contract Documents only for the convenience of the bidders. Making such information available to bidders is not to be construed in any way as a waiver of the provisions of the first two paragraphs of this section, and bidders must satisfy themselves, through their own investigations, as to conditions to be encountered.

The Contractor shall promptly, and before the following conditions are disturbed, notify the County and Owner's Representative, in writing, of any:

A. Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law, including but not limited to PCB's, lead or asbestos.

B. Subsurface or latent physical conditions at the site differing from those indicated.

C. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract.

The County shall promptly cause an investigation of the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the work, shall issue a Change Order or Construction Change Directive.

In the event that a dispute arises between the County and the Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from any scheduled completion date required by the Contract, but shall proceed with all work to be performed under the Contract.

Nothing contained within this Section or the Contract Documents relieves the Contractor of its obligations set forth in the first three paragraphs of this Section.

1.3 SECURITY PROGRAM

Protect work area, existing premises, and park facilities from theft, vandalism, and unauthorized entry.

SECTION 2 PROPOSAL REQUIREMENTS AND CONDITIONS

2-1 General

Bids shall be submitted, on the form provided, in a sealed envelope clearly marked with the name and address of the bidder, the title of the project, and the date and time of the bid opening. Any bid received after the time and date listed in the Notice to Contractors or as modified in Addenda, if applicable, will not be opened. The bid shall be signed in longhand; by the Contractor if an individual, by a member of the partnership, or by an officer of a corporation authorized to sign contracts in its behalf. If made by a corporation, the proposal shall show the name of the State under the laws of which the corporation is chartered or organized.

2-2 Public Contract Code

The Contractor's attention is directed to their completion and endorsement of the following Public Contract Code requirements (in Bid Book):

- Public Contract Code Section 10285.1 Statement
- Public Contract Code Section 10162 Questionnaire
- Public Contract Code Section 10232 Statement
- Non collusion Affidavit, Title 23, United States Code, Section 112, and Public Contract Code Section 7106; Declaration. Signing the proposal shall also constitute signature of the Non collusion Affidavit.
- Equal Employment Opportunity Certification

2-3 Addenda

Any addenda issued by the Owner's Representative during the time of bidding, or forming a part of the documents issued to the bidder for preparation of his bid, shall be covered in the bid and shall be a part of the contract. Receipt of all addenda shall be understood as accepted under the "Addends Acknowledgment" section within the Bid Book (Bid Package 1 of 2).

2-4 List of Subcontractors

In accordance with California Public Contract Code, Chapter 4 (commencing with Section 4100), Part 1, Division 2 of the Public Contract Code of the State of California (Subletting and Subcontracting Fair Practices Act), each proposal shall have listed on the form provided with the proposal: (a) the name and location of the place of business and the California contractor license number of each subcontractor who will perform work or labor or render service to the prime contractor, in or about the construction of the work or improvement, or a subcontractor licensed by the State of California, who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of one percent (0.5%) of the prime contractor's total bid, and (b) the portion of the work which will be done by each subcontractor. The Contractor shall list only one subcontractor for each such portion as defined by the Contractor in Contractor's bid.

An inadvertent error in listing the California contractor license number provided pursuant to the paragraph above shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive if the corrected contractor's license number is submitted to the County by the prime contractor in writing within 24 hours after the bid opening and provided the corrected contractor's license number corresponds to the submitted name and location for that subcontractor.

In accordance with SB854:

- a) No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 (with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a).
- b) No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

c) This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. If Contractor fails to specify a subcontractor for any portion of the work to be performed under this Contract in excess of one-half of one percent (0.5%) of the total bid, Contractor agrees to perform that portion itself.

2-5 Opening of Proposals

Proposals will be opened and then read publicly at the time and place indicated in the Notice to Contractors, or as soon thereafter as is reasonable. Bidders or their representatives and others interested are invited to be present.

2-6 Bidder's Bond

The proposal must be accompanied by a bidder's bond, certified check, or cashier's check in an amount not less than ten percent (10%) of the amount bid. The bidder's bond must be signed in favor of the County, and the certified check or cashier's check must be made payable to the County of Mariposa. The Contractor shall pay to the County such sums from said bond, certified check, or cashier's check as necessary to reimburse the County for costs incurred for failure of the successful bidder to complete, sign and return in strict compliance with these Contract Documents, if requested to do so, enter into a contract. The amount of said bond, certified check, or cashier's check shall not be deemed to constitute a penalty or liquidated damages.

Bid bonds must be underwritten by an admitted surety and the surety shall comply with the provisions of California Code of Civil Procedure Section 995.630. Bid Bonds shall be accompanied by a certificate of authority as provided for by California Code of Civil Procedure section 995.640 (b). The County reserves the right to satisfy itself as to the acceptability of the surety. The following documents must be submitted with the bonds:

- The original, or certified copy, of the un-revoked appointment, power of attorney, bylaws or other instrument authorizing the person who executed the bond to do so.
- A certified copy of the certificate of authority of the insurer issued by the California Insurance Commissioner.
- Certification that the certificate of authority of the insurer has not been surrendered, revoked, cancelled, annulled, or suspended, or in the event that it has, that renewed authority has been granted.

2-7 Consideration of Proposals

After the proposals have been opened and read, they will be checked for accuracy and compliance with these Contract Documents. Bid prices shall include everything necessary for the completion of fulfillment of the Contract, including, but not limited to, furnishing all materials, equipment, tools, labor and services, except as may be provided otherwise in the Contract Documents. When a price is quoted in both words and figures, the words shall prevail in case of a discrepancy. Bid prices shall include allowance for all taxes, including, but not limited to, all Federal, State, and local taxes. The County reserves the right to reject any and all proposals; to waive any minor irregularity in a bid; and to accept one schedule of a proposal and reject another.

2-8 Competency of Bidder

The bidder shall be licensed under the provisions of Chapter 9, Division 3, of the Business and Professions Code of the State of California to do the type of work contemplated in the Project and shall be skilled and regularly engaged in the general class or type of work called for under this contract.

2-9 Disqualification of Bidders

More than one proposal in the same project trade component from any individual, firm, partnership, corporation, or association, under the same or different names, will not be considered. Reasonable grounds for believing that any bidder is interested in more than one proposal for the work will cause the rejection of all proposals in which such bidder is

interested. If there is reason to believe that collusion exists among the bidders, none of the participants in such collusion will be considered. Any proposal in which the prices obviously are unbalanced may be rejected.

2-10 Relief of Bidders

Attention is directed to the provisions of Public Contract Code section 5100, and following, concerning relief of bidders, and in particular to the requirement therein that if the bidder claims a mistake was made in Contractor's bid, the bidder shall give the County written notice within five (5) days after opening of the bids of the alleged mistake, specifying in the notice in detail how the mistake occurred.

2-11 Award of Contract

Award of the Contract, if awarded at all, will be to the lowest responsible bidder whose proposal complies with the specified requirements.

2-12 Return of Proposal Guarantees

When the award of the contract has been made, the proposal guarantees accompanying the three lowest bids shall be retained. All other guarantees for bids not to be further considered in making the award will be returned. The retained guarantees will be returned when the Contract has been fully signed.

SECTION 3 AWARD AND EXECUTION OF CONTRACT

3-1 Award of Contract

Award of the Contract, if awarded at all, will be to the lowest responsible bidder whose proposal complies with the specified requirements. The award, if it be awarded, will be made by the County within sixty (60) days after opening of the proposals.

The low bid will be determined by the sum of the total bid and all alternates (if any). The County reserves the right to include in the Contract, if a Contract is awarded, the base bid only, or the base bid plus any alternate bid or combinations of alternates bid. The County reserves the right to reject any and all bids, and to waive any irregularities in the bidding.

3-2 Contractor's License

Prior to award of contract, the Bidder shall possess a valid **C-53** Swimming Pools Contractor's License issued by the State of California Contractor's Licensing Board. Failure of the Bidder to obtain the required license before award of the contract shall constitute a failure to execute the contract and shall result in the forfeiture of the security of the bidder.

3-3 Bid Protest Procedures

Any bid protest must be in writing and received by the Mariposa County Department of Public Works at 4639 Ben Hur Road, Mariposa, CA 95338, before 4:30 p.m., no later than two working days following bid opening (the "Bid Protest Deadline") and must comply with the following requirements:

- a. **General.** Only a bidder who has actually submitted a Bid Proposal is eligible to submit a bid protest against another bidder. Subcontractors are not eligible to submit bid protests. A bidder may not rely on the bid protest submitted by another bidder, but must timely pursue its own protest. If required by County, the protesting bidder must submit a non-refundable fee in the amount specified by County, based upon County's reasonable costs to administer the bid protest. Any such fee must be submitted to County no later than the Bid Protest Deadline, unless otherwise specified. For purposes of this Section, a "working day" means a day that County is open for normal business, and excludes weekends and holidays observed by County.
- b. **Protest Contents.** The bid protest must contain a complete statement of the basis for the protest and all supporting documentation. Material submitted after the Bid Protest Deadline will not be considered. The protest must refer to the specific portion or portions of the Contract Documents upon which the protest is based. The protest must include the name, address, email address, and telephone number of the person representing the protesting bidder if different from the protesting bidder.
- c. **Copy to Protested Bidder.** A copy of the protest and all supporting documents must be concurrently transmitted by email or hand delivery, by or before the Bid Protest Deadline, to the protested bidder and any other bidder who has a reasonable prospect of receiving an award depending upon the outcome of the protest.
- d. **Response to Protest.** The protested bidder may submit a written response to the protest, provided the response is received by County before 4:30 p.m., within two working days after the Bid Protest Deadline or after its actual receipt of the bid protest, whichever is sooner (the "Response Deadline"). The response must include all supporting documentation. Material submitted after the Response Deadline will not be considered. The response must include the name, address, email address, and telephone number of the person representing the protested bidder if different from the protested bidder.
- e. **Copy to Protesting Bidder.** A copy of the response and all supporting documents must be concurrently transmitted by email or hand delivery, by or before The Bid Protest Deadline, to the protesting bidder and any other bidder who has a reasonable prospect of receiving an award depending upon the outcome of the protest.
- f. **Exclusive Remedy.** The procedure and time limits set forth in this section are mandatory and are the bidder's sole and exclusive remedy in the event of bid protest. A bidder's failure to comply with these procedures will constitute a waiver of any right to further pursue a bid protest, including filing a Government Code Claim or initiation of legal proceedings.
- g. **Right to Award.** The Board of Supervisors reserves the right to award the Contract to the bidder it has determined to be the responsible bidder submitting the lowest responsive bid, and to issue a notice to proceed with the Work notwithstanding any pending or continuing challenge to its determination.

3-4 Contract Bonds

Within ten (10) days of County's dispatch of Notice of Award, the Contractor shall furnish corporate surety bonds to the benefit of the County, issued by a surety company acceptable to the County and authorized and admitted to do business in the State of California, as follows:

Faithful Performance Bond -- In a sum not less than one hundred percent (100%) of the total contract price as set forth in the Contract to guarantee the Contractor's faithful performance of all covenants and stipulations of the Contract. The bond shall contain a provision that the surety thereon waives the provisions of Sections 2819 and 2845 of the Civil Code of the State of California.

Payment Bond -- In a sum not less than one hundred percent (100%) of the total contract price as set forth in the Contract to guarantee the payment of wage, and bills contracted for materials, supplies, or equipment used in the performance of the Contract. The bond shall be in accordance with the provisions of Sections 3225, 3226, and 3247 to 3252, inclusive, of the Civil Code of the State of California, and Section 13020 of the Unemployment Insurance Code of the State of California. Said bond shall also contain a provision that the surety thereon waives the provisions of Sections 2819 and 2845 of the Civil Code of the State of California.

Faithful Performance Bond and Payment Bond samples are contained within these Contract Documents.

3-5 Execution of Contract

The contract shall be executed by the successful bidder and three (3) wet signature shall be returned, together with the contract bonds, to the Agency so that it is received within 10 days, not including Saturdays, Sundays and legal holidays, after the bidder has received the contract for execution. Failure to do so shall be just cause for forfeiture of the proposal guaranty. The executed contract documents shall be delivered to the following address:

Mariposa County Department of Public Works
Attention: Jean Dordan c/o Project # PWEN-0701-2101
4639 Ben Hur Road
Mariposa, CA 95338

3-6 Insurance

Before Contractor shall commence work under this contract and before any subcontractor shall commence work under any subcontract executed pursuant to this contract, the Contractor shall deposit or cause subcontractor to deposit a policy or binder evidencing each insurance required by this contract with the County.

Commercial General Liability Insurance, written on an "occurrence" basis, which shall provide coverage for bodily injury, death and property damage resulting from operations, liability for slander, false arrest and invasion of privacy, blanket contractual liability, broad endorsement, and completed operations, personal and advertising liability, with limits of not less than **[\$1,000,000]** general aggregate and **[\$1,000,000]** each occurrence, subject to a deductible of not more than **[\$1,000]** payable by Contractor.

Business Automobile Liability Insurance with limits not less than **[\$1,000,000]** each occurrence including coverage for owned, non-owned and hired vehicles, subject to a deductible of not more than **[\$1,000]** payable by Contractor.

Workers' Compensation Employers' Liability limits not less than **[\$1,000,000]** per disease and **[\$1,000,000]** aggregate. Contractor's Workers' Compensation Insurance policy shall contain a Waiver of Subrogation against the County of Mariposa, its Board members, officers, directors, officials, agents, employees and volunteers. In the event Contractor is self-insured, it shall furnish Certificate of Permission to Self-Insure signed by Department of Industrial Relations Administration of Self-Insurance, State of California.

Any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to the Owner Indemnities as Additional insured. The requirements for coverage and limits shall be the greater of either the minimum coverage and limits specified in the Agreement or the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured.

Insurance policies for this Project shall contain an endorsement containing the following terms:

Owner Indemnities shall be named as Additional Insured, but only with respect to liability arising out of the activities of the named insured, and there shall be a waiver of subrogation as to each named and Additional Insured. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Owner has received a waiver of subrogation endorsement from the insured.

The policies shall apply separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company's liability.

Contractor insurance shall be primary insurance as to Owner and no other insurance or self-insured retention carried or held by any named or Additional Insureds other than Contractor shall be called upon to contribute to a loss covered by insurance for the named insured.

Certificates of insurance and Endorsements shall have clearly typed thereon the Project Name, shall clearly describe the coverage and shall contain a provision requiring the mailing of written notices of cancellation described in clause 6.02 above. Contractor shall furnish the Owner with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage by this clause. All certificates and endorsements are to be reviewed and approved by the Owner before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The Owner reserves the right to require complete, certified copies of all insurance policies, including endorsements required by these specifications, at any time. All policies of insurance shall be placed with insurers acceptable to Owner. The insurance underwriter(s) must be duly licensed to do business in the State of California and (other than for Workers' Compensation) must have an A. M. Best Company rating of [A-, VII] or better. Required minimum amounts of insurance may be increased should conditions of Work, in the opinion of Owner, warrant such increase. Contractor shall increase required insurance amounts upon direction by Owner.

The insurance coverage limits may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain, or shall be endorsed to contain, a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of Owner and Additional Insureds, to the extent required by this Agreement, before the Owner's insurance or self-insurance may be called upon to protect Owner as a named insured. All self-insured retentions (SIR) must be disclosed to Owner for approval and shall not reduce the limits of liability coverage. Policies containing and SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named Contractor/named insured or Owner.

Contractor agrees to include with all subcontractors the same requirements and provisions of this Agreement that is required of Contractor including, without limitation, the indemnity and insurance requirements to the extent they apply to the scope of the subcontractor's work. Subcontractors hired by Contractor shall agree to be bound to Contractor and Owner in the same manner and to the same extent as Contractor is bound to Owner under this Contract and its accompanying documents. Subcontractors shall further agree to include these same provisions with any lower tier subcontractors. A copy of the indemnity and insurance provisions of this Agreement will be furnished to the Subcontractor upon request. Contractor shall require all subcontractors to provide a valid Certificate of Insurance and the required endorsements included in the subcontract agreement, and will provide proof of compliance to the Owner prior to commencement of any work by the subcontractor.

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

Cancellation of Insurance. Each policy of insurance required by this contract shall contain a provision requiring that written notice be given to the County at least thirty (30) days prior to cancellation or reduction of coverage. Should any such notice be given before completion of the work hereunder, or should any such policy be canceled before completion of said work, the County may renew said policy or procure a new policy conforming herewith and deduct the cost thereof from any amounts due the Contractor.

Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve the Contractor for liability in excess of such coverage, nor shall it preclude the County from taking such other actions as are available to it under any other provision of this contract or otherwise in law.

Indemnity Agreement. The Contractor shall indemnify, defend and hold harmless the County of Mariposa and all its elected and appointed officials, employees, agents and volunteers, including its consultants connected with the work, as well as all property owners that have granted construction easements to the County for this project, from all claims, suits or actions of every kind and description including costs and attorneys' fees, brought forth, or on account of, injuries to or death of any person including, but not limited to, workmen and the public, or damage to property arising out of the Contractor's performance of the work under the contract, except as otherwise provided by statute. The duty of the Contractor to indemnify and hold harmless includes the duties as set forth in Section 2778 of the Civil Code.

The Contractor waives any and all rights to any type of express or implied indemnity against the County, its elected and appointed officials, employees, agents and volunteers, it is the intent of the parties that the Contractor will indemnify, defend, and hold harmless the County, its elected and appointed officials, employees, agents and volunteers from any and all claims, suits or actions as set forth above regardless of the existence or degree of fault or negligence whether active or passive, primary or secondary, on the part of the County, the Contractor, the subcontractor or employee of any of these.

The Contractor shall indemnify, hold harmless, and defend the County against any and all actions, proceedings, penalties or claims arising out of the Contractor's failure to comply with the federal immigration laws.

SECTION 4 SCOPE OF WORK

4-1 Intent

The Contract's intent is to provide for work completion using the best general practices. Nothing in the specifications voids the Contractor's public safety responsibilities.

4-2 Work Description

Construct the work described on the Notice to Bidders and as described in the Contract.

4-3 Changes and Extra Work

The Department may make changes within the scope of work and add extra work. The Engineer describes the changes and extra work, the payment basis, and any time adjustment in a Change Order. A Change Order is approved when the Department signs the Change Order. Until the Department approves a Change Order, continue to perform the work under the Contract unless the Engineer orders you to start the work described in the Change Order before its approval. Submit detailed cost data for a unit price adjustment for a bid item if (1) the Engineer requests the data or (2) you request a unit price adjustment resulting from a change of more than 25 percent in the bid item's quantity.

4-4 Work-Character Changes

The Department adjusts the unit price for an item if: 1. Ordered plan or specification change materially changes the character of a work item from that on which the bid item price was based 2. Unit cost of the changed item differs from the unit cost of that item under the original plans and specifications 3. No approved Change Order addresses the payment

4-5 Differing Site Conditions (23 CFR 635.109)

Contractor's Notification Promptly notify the Engineer if you find either of the following conditions: 1. Physical conditions differing materially from either of the following: 1.1. Contract documents 1.2. Job site examination 2. Physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the Contract Include details explaining the information you relied on and the material differences you discovered. If you fail to promptly notify the Engineer, you waive your claim of a differing site condition for the period between your discovery of the differing site condition and your notification to the Engineer. If you disturb the site after discovery and before the Engineer's investigation, you waive the differing-site condition claim. The Engineer investigates job site conditions and: 1. Notifies you whether to resume affected work 2. Decides whether the condition differs materially and is cause for an adjustment of time, payment, or both.

4-6 Cleanup

Before final inspection, leave the job site neat and presentable and dispose of: 1. Rubbish 2. Excess materials 3. Falsework 4. Temporary structures 5. Equipment The Department does not require you to remove warning, regulatory, or guide signs before Contract acceptance.

SECTION 5 CONTROL OF WORK

5-1 General

5-1.1 Authority of the Owner's Representative

The Contractor shall be authorized to take direction only from the Owner's Representative who shall be named by the County prior to the start of work.

5-1.2 Proposed Changes in Procedure

The Contractor shall submit details for any proposed maintenance or construction procedures that differ substantially from those set forth in the Contract Documents. The Contractor shall not use any such procedures except as authorized by an approved contract change order.

5-1.3 Final Inspection

Upon substantial completion of the work, the Contractor shall request in writing a punch list from the Owner's Representative. Upon completion of all punch list items, the Contractor shall request final inspection of the work. If work is approved as complete (including all required forms and reports), Owner's Representative shall proceed with acceptance of contract as per Section 5-1.46 of the Caltrans Standard Specifications:

http://www.dot.ca.gov/hq/esc/oe/construction_contract_standards/std_specs/2010_StdSpecs/2010_StdSpecs.pdf

5-1.4 Prompt Progress Payment to Subcontractors

A prime contractor or subcontractor shall pay any subcontractor not later than 10 days of receipt of each progress payment in accordance with the provision in Section 7108.5 of the California Business and Professions Code concerning prompt payment to subcontractors. The 10 days is applicable unless a longer period is agreed to in writing. Any delay or postponement of payment over 30 days may take place only for good cause and with the County's prior written approval. Any violation of Section 7108.5 shall subject the violating contractor or subcontractor to the penalties, sanction and other remedies of that section. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor. This provision applies to both DBE and non-DBE subcontractors.

5-1.5 Prompt Payment of Funds Withheld to Subcontractors

The County of Mariposa shall hold retainage (5%) from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the County, of the contract work, and pay retainage to the prime contractor based on these acceptances. The prime contractor, or subcontractor, shall return all monies withheld in retention from a subcontractor within 30 days after receiving payment for work satisfactorily completed and accepted, including incremental acceptances of portions of the contract work by the County. Federal law (49CFR26.29) requires that any delay or postponement of payment over 30 days may take place only for good cause and with the County's prior written approval. Any violation of this provision shall subject the violating prime contractor or subcontractor to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the prime contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor.

SECTION 6 CONTROL OF MATERIALS (NOT APPLICABLE)

Reserved

SECTION 7 LEGAL RELATIONS AND RESPONSIBILITY**7-1 General**

Contractor is referred to all Contract Documents regarding legal relations and responsibilities.

7-1.1 Prevailing Wage

The general prevailing wage rates which are determined by the Director of Industrial Relations, for the County in which the work is to be done, are available from the California Department of Industrial Relations' Internet web site at <http://www.dir.ca.gov>. These wage rates are not included in the Proposal and Contract for the project. Changes, if any, to the general prevailing wage rates will be available at the same location.

If future effective general prevailing wage rates have been predetermined, they are on file with the California Department of Industrial Relations and apply to this contract.

Pursuant to Section 1773.2 of the Labor Code, general prevailing wage shall be posted by the Contractor at a prominent place at the site of the work.

http://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?lawCode=LAB§ionNum=1773.2.

7-1.2 Labor Nondiscrimination

Attention is directed to the following notice that is required by Chapter 5 of Division 4 of Title 2, California Code of Regulations.

**NOTICE OF REQUIREMENT FOR NONDISCRIMINATION PROGRAM
(GOV. CODE SECTION 12990)**

Your attention is called to the "Nondiscrimination Clause", set forth in Section 7-1.02I(2), "Nondiscrimination", of the Caltrans Standard Specifications, which is applicable to all nonexempt state contracts and subcontracts, and to the "Standard California Nondiscrimination Construction Contract Specifications" set forth therein. The Specifications are applicable to all nonexempt state construction contracts and subcontracts of \$5,000 or more.

7-1.3 Antitrust Claims

The Contractor's attention is directed to the following provisions of Government Code (Title 1, Division 5, Chapter 11) Sections 4551, 4553, and 4554, which shall be applicable to the Contractor and his subcontractors:

https://leginfo.legislature.ca.gov/faces/codes_displayText.xhtml?lawCode=GOV&division=5.&title=1.&part=&chapter=11.&article=

7-1.4 Permits

Contractor shall be responsible for obtaining all applicable permits including any fees prior to the start of construction.

1. Building permit at the Building Department
2. Approval of Environmental Health Department

Full compensation for conforming to the requirements in these permits shall be considered as included in the contract prices paid for the various items of work, and no additional compensation will be allowed therefor.

7.2 Hours of Labor

Eight hours of labor shall constitute a legal days' work, and the Contractor or any subcontractor under him, in the performance of the Contract, shall not require more than eight hours of labor in any calendar day, and forty hours of labor

in any calendar week, from any person employed by Contractor in the performance of the work under this Contract, except as permitted under the provisions of Section 1815 of the Labor Code of the State of California.

No work other than overtime and shift work shall be done between the hours of 7:00PM and 7:00AM, except such work as is necessary for the proper care and protection of the work already performed or except in case of an emergency; excepting that overtime and/or shift work may be established by the Contractor with reasonable notice and the written permission of the Owner's Representative.

7.3 Apprentices

Attention is directed to Section 1777.5 of the Labor Code of the State of California concerning employment of apprentices, and the Contractor is required to comply with the provisions of said Section.

7.4 Payroll Records

Attention is directed to Section 1776 of the California Labor Code, a portion of which is quoted below. Regulations implementing said Section 1776 are located in Section 16000, and Sections 16401 through 16403 of Title 8, California Administrative Code. The Contractor shall be responsible for compliance by Contractor's subcontractors.

(1) Each contractor and subcontractor shall keep an accurate payroll record showing the name, address, Social Security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed by him or her in conjunction with the public work.

(2) The payroll records enumerated this subdivision shall be certified and shall be available for inspection at all reasonable hours at the principal office of the Contractor on the following basis:

(a) A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request.

(b) A certified copy of all payroll records enumerated in this subdivision shall be made available for inspection or furnished upon request to a representative of the body awarding the contract, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

(c) A certified copy of all payroll records enumerated in this subdivision shall be made available upon request by the public for inspection and copies thereof made; provided, however, that a request by the public shall be made through either the body awarding the contract, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided, the requesting party shall, prior to being provided the records, reimburse the costs of preparation by the contractor, subcontractors, and the entity through which the request was made. The public shall not be given access to the records at the principal office of the contractor.

(3) Each contractor shall file a certified copy of the records with the entity that requested the records within ten (10) days after receipt of a written request.

(4) Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the awarding body, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address, and Social Security number. The name and address of the contractor awarded the contract or performing the contract shall not be marked or obliterated.

(5) The contractor shall inform the body awarding the contract of the location of the records enumerated under subdivision (a), including the street address, city, and county, and shall, within five (5) working days provide a

notice of a change of location and address.

(6) In the event of noncompliance with the requirements of this section, the contractor shall have ten (10) days in which to comply subsequent to receipt of written notice specifying in what respects the contractor must comply with this section. Should noncompliance still be evident after the ten-day period, the contractor shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit twenty-five dollars (\$25.00) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due.

The penalties specified in subdivision (f) of Labor Code Section 1776 for noncompliance with the provisions of said Section 1776 may be deducted from any moneys due or which may become due to the Contractor.

SECTION 8 PROSECUTION AND PROGRESS

8-1 General

8-1.1 Subcontracting

Pursuant to the provisions in Section 1777.1 of the Labor Code, the Labor Commissioner publishes and distributes a list of contractors ineligible to perform work as a subcontractor on a public works project. This list of debarred contractors is available from the Department of Industrial Relations web site at

http://www.dir.ca.gov/dir/Labor_law/DLSE/Debar.html

8-1.2 Beginning of Work

The Contractor shall begin work on March 7, 2022.

8-1.3 Pre-construction Conference

A pre-construction conference will be held at the office of the Department of Public Works for the purpose of discussing with the Contractor the scope of work, contract drawings, specifications, existing conditions, materials to be ordered, equipment to be used, and all essential matters pertaining to the prosecution of and the satisfactory completion of the project as required. The Contractor's representatives at this conference shall include all major superintendents for the work and may include subcontractors. The Mariposa County Building Department, Environmental Health, and Parks and Facilities may be included in the pre-construction meeting.

The Contractor shall be prepared to present all required contract submittals to the Engineer at the preconstruction conference.

8-1.4 Temporary Suspension of the Work

Mariposa County is subject to highly variable climatic conditions at all times during the year. Heavy precipitation and the rate and level of water flow through a construction worksite can prevent or adversely affect work progress, damage work in progress, create hazardous conditions for workmen or motorists, or result in excessive water pollution during certain stages of the work. As a result, construction projects may be subject to extended and frequent Work Suspensions to accommodate changing water conditions and due to weather conditions, which may adversely affect the work.

Since such work suspensions and delays can reasonably be anticipated during construction, no additional payment will be made for such suspensions or delays.

8-1.5 Time of Completion

Beginning on the first working day, said work shall be diligently prosecuted to completion before the expiration of:

60 WORKING DAYS

8-1.6 Liquidated Damages

The Contractor shall pay liquidated damages to the County of Mariposa in the sum of **\$500.00 per day** for each and every calendar days delay in finishing the work in excess of the number of working days prescribed above.

Liquidated damages shall apply to the administrative costs of the County only and shall not apply to damages that may occur as a result of the delay and third party claims.

8-1.7 Termination of Control

If the Contractor at any time during the progress of the work refuses or neglects without fault of the County or its agent to supply sufficient materials of proper quality, appropriate equipment, a sufficient workforce, or in any other respect fails to prosecute the work with the diligence and force specified by the contract sufficient to complete this agreement within the time limit herein or lawful extension thereof for a period of more than 10 days after having been notified in writing by the County to furnish the same, the County may furnish materials and workmen to finish the work and deduct the reasonable expenses thereof from the contract price.

SECTION 9 MEASUREMENT AND PAYMENT

9-1 Measurement and Payment

9-1.1 Partial Payments

For the purpose of making partial payments, the amount set forth for the contract items of work hereinafter listed shall be deemed to be the maximum value of the contract item of work which will be recognized for progress payment purposes.

After acceptance of the contract, the amount, if any, payable for a contract item of work in excess of the maximum value for progress payment purposes hereinabove listed for the item, will be included for payment in the first estimate made after acceptance of the contract.

In determining the partial payments to be made to the Contractor, only the following listed materials will be considered for inclusion in the payment as materials furnished but not incorporated in the work:

None

The County shall cause an estimate in writing to be made upon completion or once a month to the Engineer for the total amount of work done and the acceptable materials, furnished and delivered by the Contractor on the ground and not used at the time of such estimate and the value thereof. Pursuant to this section, the cut-off date for determining the Contractor's monthly progress payment shall be on or about the 20th of the month, as determined by the Engineer.

In making progress payments, the County may retain a portion of the amount otherwise due the Contractor. Except as otherwise provided, the amount retained by the County shall be limited to the following:

- a. Withholding of not more than 5 percent of the total payment until 35 days after the Notice of Completion has been signed by Board of Supervisors and placed on the record with the County Recorder.
- b. Withholding of not more than 50 percent of the value of the materials approved for partial payment and as shown on paid invoices by the Contractor so estimated to have been furnished and delivered unused as aforesaid as part security for the fulfillment of the contract by the Contractor.

No such estimate or payment shall be required to be made when, in the judgment of the Engineer, the work is not proceeding in accordance with the provisions of the contract or when, in his judgment, the total value of the work completed since the last estimate amounts to less than \$300.00.

When calculating progress payments, bid item prices shall be rounded down to the nearest whole cent.

No estimate of payment shall be construed to be an acceptance of any defective work or improper materials.

No line item, such as mobilization, shall be paid in a lump sum but rather will be pro-rated over the duration of the project.

9-1.2 Payment of Withheld Funds

Upon the Contractor's request, the Department will make payment of funds withheld from progress payments, pursuant to the requirements of Public Contracts Code Section 22300,

(http://leginfo.legislature.ca.gov/faces/codes_displayText.xhtml?lawCode=PCC&division=2.&title=&part=5.&chapter=&article=)

if the Contractor deposits, in escrow with the County Treasurer or with a bank acceptable to the Department, securities eligible for the investment of State of California funds under Government Code Section 16430

(http://leginfo.legislature.ca.gov/faces/codes_displayText.xhtml?lawCode=GOV&division=4.&title=2.&part=2.&chapter=3.&article=1.)

or bank or savings and loan certificates of deposit, or interest bearing accounts, or standby letters of credit, upon the following conditions:

- a. The Contractor shall bear the expense of the Department and the escrow agent, either the County Treasurer or the bank, in connection with the escrow deposit made.
- b. Securities or certificates of deposit to be placed in escrow shall be of a value at least equivalent to the amounts of retention to be paid to the Contractor, pursuant to this section.

- c. The Contractor shall enter into an escrow agreement satisfactory to the Department which shall include provisions concerning:
 - 1) the amount of securities to be deposited,
 - 2) the providing powers of attorney or other documents necessary for the transfer of the securities to be deposited,
 - 3) conversion to cash to provide funds to meet defaults by the Contractor, including but not limited to termination of the Contractor's control over the work, stop notices filed pursuant to law, assessment of liquidated damages, of other amounts to be kept or retained under the provisions of the contract,
 - 4) decrease in value of securities on deposit,
 - 5) the termination of the escrow upon completion of the contract.
- d. The Contractor shall obtain the written consent of the surety to such agreement.

Alternatively, the Contractor may request deposit of these funds directly to the escrow agent to be invested in securities at the Contractor's direction, the interest on which shall be the Contractor's property. Such deposit shall be subject to the above conditions a, c and d except the reference to securities shall refer to those in which Contractor invests the funds to be deposited.

9-1.3 Prompt Progress Payment to Subcontractors

Attention is directed to the provisions in Sections 10262 and 10262.5

(http://leginfo.legislature.ca.gov/faces/codes_displayText.xhtml?lawCode=PCC&division=2.&title=&part=2.&chapter=1.&article=8.)

of the Public Contract Code and Section 7108.5 of the Business and Professions Code concerning prompt payment to subcontractors.

9-1.4 Prompt Payment of Withheld Funds to Subcontractors

The Contractor shall return all moneys withheld in retention from the subcontractor within 30 days after receiving payment for work satisfactorily complete, even if the other contract work is not completed and has not been accepted. Those requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the Contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the Contractor or deficient subcontract performance or noncompliance by a subcontractor.

9-1.5 Payment Before Final Estimate

Upon satisfactory completion of the entire contract, the Engineer shall recommend the acceptance of the work to the Board of Supervisors. If the Board accepts the completed work, it shall cause a Notice of Completion to be recorded with the County Recorder.

Retention will be retained for a period of 35 days after the recording of the Notice of Completion for the purpose of clearing liens filed against the work performed or materials supplied.

9-1.6 Arbitration

Claims under **\$375,000** shall be resolved pursuant to the procedures set forth in Article 1.5 (commencing with section 20104) of Chapter 1, of Part 3 of Division 2 of the Public Contracts Code, including a civil action for claims that are not resolved after exhaustion of the described pre-litigation procedure.

For claims in excess of **\$375,000**, the above procedure applicable to claims over **\$50,000** and less than **\$375,000** shall apply, including a civil action for claims that are not resolved after exhaustion of the described pre-litigation procedure, except subdivision (b) of section 20104.6 shall not apply. The cited Article of the Public Contracts Code is set forth below.

For purposes of a civil action after exhaustion of the described pre-litigation procedure, the County and the Contractor agree the contract is not accepted until the signed contract and bonds are delivered and accepted by the County.

9-1.7 Public Contract Code

Public Contract Code Article 1.5

Reference is hereby made to the following sections:

PCC 20104 .0

PCC 20104.2

PCC 20104.4

PCC 20104.6

AND

https://leginfo.legislature.ca.gov/faces/codes_displayText.xhtml?lawCode=PCC&division=2.&title=&part=3.&chapter=1.&article=1.5.

Public Contract Code, Division 2, Part 3 Contracting by Local Agencies, Article 1.5 Resolution of Construction Claims [20104 - 20104.6]

SECTION 10 TECHNICAL SPECIFICATIONS

SWIMMING POOL PLASTER

10-1 Summary

Preparation of pool structures, labor and materials required to provide swimming pool plaster and tile herein specified.

10-2 Submittals

Submit for all products listed in this Section.

Submit plaster mix design. Submit each type, size, and color of tile listed including tiles for stairs, lane lines, and 4 ½ mark.

Pool Tiles manufactured by American Olean Tile Company, Dal-Tile Corporation, Inlays, Inc.

Swimming pool plaster cement shall be white Portland cement blended with quartz aggregate.

Deck Depth Markers – Non slip 8x8 inch, white background with black 6-inch-high text.

No Diving Graphic - Non slip 8x8 inch, white background with black and red graphics.

No Running Graphic - Non slip 8x8 inch, white background with black and red graphics.

10-3 Execution

10-3.01 Surface Conditions

A. Inspection:

1. Prior to Work of this Section, carefully inspect the prior improvements and verify that all such Work is complete to the point where this installation can properly commence.
2. Verify that swimming pool plaster can be installed in accordance with the original design and all referenced standards.

B. Discrepancies:

1. In the event of discrepancy, immediately notify the Owner's Representative.
2. Do not proceed with installation in areas of discrepancy until all such discrepancies have been fully resolved.
3. Failure to notify the Owner's Representative and to submit written notice of discrepancies, shall constitute acceptance by the Contractor of existing conditions, as fit and proper to receive the Work.

10-3.02 INSTALLATION OF POOL PLASTER

A. Outdoor pools:

1. Completion of other work: DO NOT commence plastering of swimming pool until the following conditions have been met:
 - a. The Environmental Health Department have issued a permit.
 - b. All concrete pool deck construction is complete, and the pool decks have been thoroughly cleaned.
 - c. All trash and debris have been removed from areas adjacent to the pool, particularly those areas that are normally upwind from the pool.
 - d. All dust raising construction and/or activities in areas adjacent to the pool are complete or mitigated.
 - e. All outlets have been split.
 - f. The mechanical system has been flushed sufficiently to remove all dirt and debris from the piping system.
 - g. All necessary chemicals (Chlorine, pH adjuster, Sodium Bicarbonate and Calcium Chloride or any other required chemicals are on site and ready for use.
 - h. Written approval from the Owner's Representative.

- B. Contractor accepts all liability from damage done to the pool plaster if the pool is plastered before the completion of the above listed items or without the written approval of the Owner's Representative.

C. PREPARATION:

1. Do not apply plaster over dirt, rust, scale, grease, moisture, scuffed surfaces or conditions otherwise detrimental to the formation of a durable plaster finish.
2. Consult with manufacturer on application to specific surfaces being treated. Follow manufacturer's recommendation for curing or cleaning of cast-in-place concrete or shotcrete surfaces prior to application of plaster.
3. Protect ceramic tile, decking, deck equipment, gratings, fittings and other items by suitable covering or masking.
4. Mask or remove all hardware, hardware accessories, machined surfaces, plates, lighting fixtures and similar items in place not to receive pool plaster. Following completion of plaster for each space or area remove masking. Re-install all removed items utilizing workers skilled in the trades involved.

D. APPLICATION:

1. Into the parging coat (or application of thin coat of cement) of the concrete surfaces; trowel a finish coat of the specified marble plaster to a thickness between 1/4" and 3/8" maximum. If leveling coat is required, use a coat application of one part cement to three parts clean, washed sand.
2. Float the plaster to a uniform plane and trowel to a smooth, dense, impervious surface using extreme care to avoid stains.
3. Take special care in finishing around pool fittings, making sure to mask off or plug openings so as not to fill such openings with excess plaster. Be certain to completely enclose pool fittings with plaster to insure a leak-proof seal around pipes, finings, lights, anchors, etc.
4. Accurately interface with the finish planes of items installed by other trades.

10-3.03 CURING

- A. Preparation: Anticipate the need for required equipment and have all such equipment immediately available for use upon completion of pool plastering.

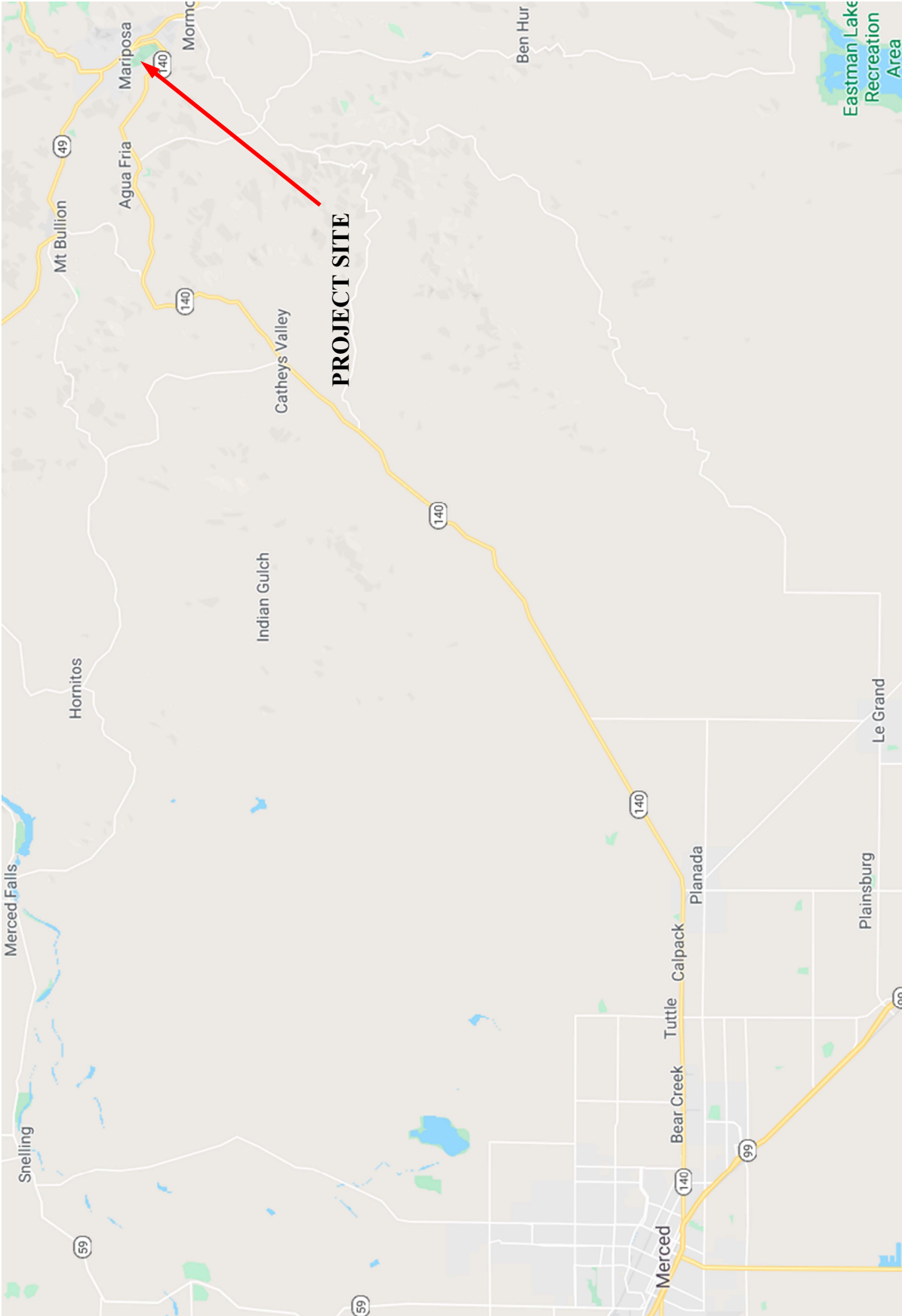
B. Pool Filling:

1. After the plaster has sufficiently dried and before drying has proceeded to a damaging point, cure the plaster by gradually filling the pool with water, preventing all damage to finished plaster surfaces.
2. Flow the water continuously until the pool is filled.
3. When the weather is hot and/or water pressure is low, keep the pool walls damp while the pool is filling.
4. Contractor to ensure that the pool is continuously monitored while filling to prevent overflow.

10-3.04 EQUIPMENT ACTIVATION

- Phase 1: All water chemistry and filtration mechanical equipment shall be operational upon filling of pool after plaster. Chemicals and other related support items as supplied by Contractor shall be in supply at start-up.
- Phase 2. For the (14) calendar days after completion of the pool plaster, brush and maintain all plastered surfaces. In addition, ensure that pool filtration equipment is continuously running during the fourteen-day period.
- Phase 3. Start-up and provide qualified personnel to operate pool equipment for a period not less than fourteen (14) days after the pool is placed in operation, or until the Owner's Representative takes occupancy of the facility or letter of substantial completion. During this time, Contractor shall instruct and supervise the Owner's Representative in the various operating and maintenance techniques involved. Contractor shall be responsible for supply of chemicals during this period.

SECTION 11 LOCATION MAPS





Attachment: Mariposa Pool Package (RES-2022-77 : Approve Plans & Specs, Authorize to Advertise, Award and Sign the Mariposa Pool Project.

[illegible]

(X) Budget appropriation by Board of Supervisors (4/5ths Vote Required): Amending the total amount available in the county budget, or in any one fund of the budget, or appropriating Reserve for Contingencies

() Transfer by Board of Supervisors (3/5ths Vote Required): Moving existing appropriations from one budget to another, or between categories within a budget unit.

JUSTIFICATION: Prop 68 Grant - Parks infrastructure

DEPT HEAD SIGNATURE

DATE:

APPROVED BY RES NO.

CLERK

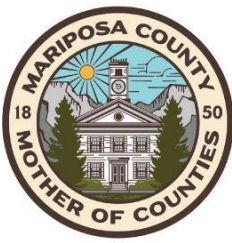
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AUDITOR'S USE ONLY

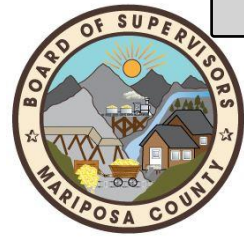
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Budget Action Form Revised 11/95



MARIPOSA COUNTY

Sheriff's Office • 209 966-3615



RESOLUTION - ACTION REQUESTED 2022-78

MEETING: February 1, 2022

TO: The Board of Supervisors

FROM: Jeremy Brieze, Sheriff

RE: Authorize the Sheriff to Sign Agreement with US DOJ DEA

RECOMMENDATION AND JUSTIFICATION:

Approve Agreement Number 2022-26 with the United States Drug Enforcement Administration for Reimbursement for Marijuana and Drug Related Investigations; and Authorize the Sheriff to Sign the Agreement.

The DEA is seeking an agreement with the Mariposa County Sheriff to reimburse the Sheriff's Office for Marijuana and Drug related investigations.

The proposed agreement identifies the continued need to investigate marijuana cultivation in general, and in particular illegal wilderness marijuana gardens being cultivated by Drug Trafficking Organizations in Mariposa County. The Sheriff's identified reimbursement targeted areas in this agreement are: helicopter services, related investigative equipment, and personnel over-time costs.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The Board of Supervisors has approved similar agreements with the Drug Enforcement Agency in past years.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

If the agreement is not supported, Mariposa County will not be able to seek reimbursement from the DEA for drug related investigations and forfeit the allocated funding.

FINANCIAL IMPACT:

\$35,000 was previously budgeted for FY 22/23, This fund will need to be increased by \$40,000 to match the agreement.

02/01/22 3439-216-43103 · Transfers In \$40,000.00

ATTACHMENTS:

FY 22 LOA (PDF)

RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**

MOVER: Wayne Forsythe, District IV Supervisor

SECONDER: Tom Sweeney, District II Supervisor

AYES: Rosemarie Smallcombe, Tom Sweeney, Marshall Long, Wayne Forsythe

EXCUSED: Miles Menetrey



www.dea.gov

**U.S. Department of Justice
Drug Enforcement Administration**

D.18.a

Springfield, Virginia 22152

Agreement Number 2022-26

THE DRUG ENFORCEMENT ADMINISTRATION (DEA) OF THE UNITED STATES DEPARTMENT OF JUSTICE (DOJ), hereinafter referred to as DEA, provides funding and/or operational support to state and local law enforcement agencies in conducting marijuana eradication and suppression efforts. This program, known as DEA's Domestic Cannabis Eradication/Suppression Program (DCE/SP), provides funding under either or both of the below Option 1 and/or Option 2.

Under Option 1, DEA provides DCE/SP funding and operational support to state and local law enforcement agencies who demonstrate that such support will be used for marijuana eradication operations meeting one of the following criteria:

1. Marijuana is being cultivated by a drug trafficking organization or a transnational organized crime syndicate; or
2. Marijuana is being cultivated on federal land, including federally-recognized Tribal lands; or
3. Marijuana cultivation is causing environmental hazards, depleting or contaminating water, or otherwise harming public lands; or
4. Marijuana cultivation is suspected to involve other federal crimes, including money laundering and crimes impacting public health and safety.

Under Option 2, where the above criteria is not met by state and local law enforcement agencies, DEA will provide DCE/SP funding only to state and local law enforcement agencies who demonstrate that such funding will be used to eradicate large-scale illicit marijuana grows.

This Letter of Agreement (LOA) is entered into between the MARIPOSA COUNTY SHERIFFS OFFICE, hereinafter referred to as (**THE AGENCY**), and the DEA, because DEA has determined that (**THE AGENCY**) has satisfied the criteria under either and/or both **Option 1 or Option 2**. In that regard:

There is evidence that trafficking in marijuana (illicit cannabis) has a substantial and detrimental effect on the health and general welfare of the people of the **State of California**. The parties hereto agree that it is to their mutual benefit to cooperate in locating and eradicating illicit cannabis plants and to investigate and prosecute those cases before the courts of the United States (U.S.) and the courts of the **State of California**. DEA, pursuant to the authority of 21 U.S.C. § 873, proposes to provide certain necessary funds and **THE AGENCY** is desirous of securing funds.

Attachment: FY 22 LOA (RES-2022-78 : Authorize the Sheriff to Sign Agreement with US DOJ DEA)

Letter of Agreement 2022-26

As used in this Letter of Agreement, the terms “marijuana” and “illicit cannabis” only refer to cannabis or cannabis-derived materials that contain more than 0.3% delta-9-THC on a dry weight basis, in accordance with the definition of marihuana in the Controlled Substances Act (21 U.S.C. 802(16)), as amended by the Agriculture Improvement Act of 2018, Pub. L. 115-334.

NOW, therefore, in consideration of the mutual covenants hereinafter contained, the parties hereto have agreed as follows:

1. **THE AGENCY** will, with its own law enforcement personnel and employees, as herein after specified, perform the activities and duties described below:
 - a. Gather and report intelligence data relating to the illicit cultivation, possession, and distribution of illicit cannabis.
 - b. Investigate and report instances involving the trafficking in controlled substances.
 - c. Provide law enforcement personnel for the eradication of illicit cannabis located within the **State of California**.
 - d. Make arrests and refer to the appropriate prosecutorial authority cases for prosecution under controlled substances laws and other criminal laws.
 - e. Send required samples of eradicated illicit cannabis to the National Institute on Drug Abuse (NIDA) Potency Monitoring Project.
 - f. Capture, maintain, and share with DEA data and statistics on its marijuana eradication efforts.
 - g. Follow all applicable state laws and guidelines.
 - h. **FOR AGENCIES FUNDED UNDER OPTION 2** Certify, by signing this agreement, that funding provided under this agreement will only be used for operations to eradicate large-scale illicit marijuana grows.
 - i. **MANDATORY requirement for THE AGENCY to utilize the Web-based DEA internet Capability Endeavor (DICE) or if applicable the Firebird based DEA Analysis/Response Tracking System (DARTS) to report all statistics and seizures per incident, to include the submission of significant items for de-confliction and information sharing purposes.**
 - j. Submit electronically a DEA monthly expenditure report, with a copy of **THE AGENCY** general ledger. If applicable, attach an invoice reflecting the expenditures for equipment in excess of \$2,500, which was previously approved by DEA Headquarters, and the expenses associated with the rental or leasing of vehicles or aircraft.
2. It is understood and agreed by the parties to this Agreement that the activities described in paragraph one and its subparagraphs shall be accomplished with existing personnel, and that the scope of **THE AGENCY's** program with respect to those activities by such personnel shall be consistent with state law and solely at **THE AGENCY's** discretion, subject to appropriate limitations contained in the budget adopted by **THE AGENCY**, except that **THE AGENCY** understands and agrees that DEA funds and the result of expended funds (e.g. equipment, supplies and other resources) must be directly related to and must only be used for marijuana eradication program activities in a manner consistent with the Controlled Substances Act (CSA), 21 U.S.C. § 801 et seq.

Letter of Agreement 2022-26

3. DEA will pay to **THE AGENCY** Federal funds in the amount of **SEVENTY FIVE THOUSAND DOLLARS (\$75,000.00)** for the period of October 1, 2021 to September 30, 2022, to defray costs relating to the eradication and suppression of illicit cannabis. These Federal funds shall only be used for the eradication of illicit cannabis as provided in this agreement. **THE AGENCY** understands and agrees that Federal funds provided to **THE AGENCY** under this Agreement will not be used to defray costs relating to herbicidal eradication of illicit cannabis without the advance written consent of DEA. DCE/SP funding is provided for the storage, protection, and destruction of illicit cultivated marijuana. Funding is not provided nor expenditures allowed for the development of technology to assist with the identification of indoor and/or outdoor growing sites. Additionally, funding and expenditures are not permitted for the eradication of “ditch weed”.

THE AGENCY understands and agrees that Federal funds will not be used to perform any of the following functions: (i) issuing licenses, permits, or other forms of authorization permitting the holder to manufacture, distribute, sell, or use marijuana in contravention of the CSA; (ii) conducting ancillary activities related to the issuance of such licenses and permits, such as background checks on applicants; (iii) collecting state or local tax or licensing revenue related to the manufacture, distribution, or sale of marijuana in contravention of the CSA; (iv) preparing or issuing regulations governing the manufacture, distribution, sale, or possession of marijuana in contravention of the CSA; (v) monitoring compliance with state or local laws or regulations that permit the manufacture, distribution, sale, or use marijuana in contravention of the CSA; or (vi) the purchase of evidence and the purchase of information. The result of expended funds (e.g. equipment, supplies and other resources) must be directly related to and must only be used for marijuana eradication activities. While using the Federal funds provided to **THE AGENCY** under this Agreement for activities on Federal land, **THE AGENCY** agrees to notify the appropriate local office of the U.S. Department of Agriculture, (Forest Service) and the U.S. Department of the Interior (Bureau of Land Management, National Park Service, Fish and Wildlife Service, Bureau of Indian Affairs, and/or Bureau of Reclamation) of **THE AGENCY**'s presence on Federal land.

4. The Federal funds provided to **THE AGENCY** are primarily intended for payment of deputies'/officers' overtime while those deputies and officers are directly engaged in the illicit cannabis eradication process, **(per DOJ policy, the annual maximum overtime reimbursement rate is based on the current year General Pay Scale / rest of the United States and cannot exceed 25% of a GS-12, Step 1; the funds shall only be used to pay the normal overtime rate, i.e. time and a half. The overtime reimbursement rate “shall not include any cost for benefits, such as retirement, FICA, or other expenses”, which is specifically prohibited by DOJ)** and for per diem and other direct costs related to the actual conduct of illicit cannabis eradication. Examples of such costs includes rental of aircraft, fuel for aircraft, and minor repairs and maintenance necessitated by use to support illicit cannabis eradication. These Federal funds are not intended as a primary source of funding for the purchase of equipment, supplies, or other resources. When Domestic Cannabis Eradication Suppression Program (DCE/SP) funds are used to purchase supplies, equipment, or other resources, those items must be directly related to and must only be used for marijuana eradication activities and may not be used to perform any of the following functions: (i) issuing licenses, permits, or other forms of authorization permitting the holder to manufacture, distribute, sell, or use marijuana in contravention of the CSA; (ii) conducting ancillary activities related to the issuance of such

Letter of Agreement 2022-26

licenses and permits, such as background checks on applicants; (iii) collecting state or local tax or licensing revenue related to the manufacture, distribution, or sale of marijuana in contravention of the CSA; (iv) preparing or issuing regulations governing the manufacture, distribution, sale, or possession of marijuana in contravention of the CSA; or (v) monitoring compliance with state or local laws or regulations that permit the manufacture, distribution, sale, or use marijuana in contravention of the CSA.

All purchases of equipment, supplies and other resources must be requested in writing, *through* the respective DEA Division, *to the Investigative Support Section (ODS)*. Requests must include manufacturer specifications and pricing of the item (including tax, if applicable) to be purchased. The DEA Division personnel will notify the state/local agency whether or not the purchase has been approved. Expenditures for equipment, supplies, and other resources should not exceed 10% of the total Federal funds awarded. Although equipment, supplies, and other resources may be specifically itemized in the Operation Plan, they **are not automatically approved for purchase**. All requests for purchases must be received in HQ/ ODS by July 15th. Exemptions to any of these requirements must have prior HQ/ODS approval.

Per the DOJ, none of the funds allocated to you may be used to purchase promotional items, gifts, mementos, tokens of appreciation, or other similar items. Prohibited purchases include items justified as training aids if they are embossed, engraved or printed with **THE AGENCY** or program logos. Additionally, the use of DCE/SP funds for Demand Reduction expenses is no longer authorized.

5. In compliance with Section 623 of Public Law 102-141, **THE AGENCY** agrees that no amount of these funds shall be used to finance the acquisition of goods or services unless **THE AGENCY**:
 - (a) Specifies in any announcement of the awarding of the contract for the procurement of the goods and services involved the amount of Federal funds that will be used to finance the acquisition; and
 - (b) Expresses the amount announced pursuant to paragraph (a) as a percentage of the total cost of the planned acquisition.

The above requirements only apply to procurements for goods or services that have an aggregate value of \$500,000 or more. Any goods or services acquired under this provision of the agreement must be directly related to and must only be used for marijuana eradication activities and may not be used to perform any of the following functions: (i) issuing licenses, permits, or other forms of authorization permitting the holder to manufacture, distribute, sell, or use marijuana in contravention of the CSA; (ii) conducting ancillary activities related to the issuance of such licenses and permits, such as background checks on applicants; (iii) collecting state or local tax or licensing revenue related to the manufacture, distribution, or sale of marijuana in contravention of the CSA; (iv) preparing or issuing regulations governing the manufacture, distribution, sale, or possession of marijuana in contravention of the CSA; or (v) monitoring compliance with state or local laws or regulations that permit the manufacture, distribution, sale, or use marijuana in contravention of the CSA.

Letter of Agreement 2022-26

6. If DEA approves the purchase of supplies (all tangible personal property other than “equipment” as defined by 2 C.F.R. §§ 200.313/200.314), and there is a residual inventory of unused supplies exceeding \$5,000 in total aggregate fair market value upon termination or completion of this Agreement, and if the supplies are not needed for any other federally sponsored programs or projects, **THE AGENCY** shall compensate DEA for DEA’s share and in any case the supplies will not be used directly or indirectly to support any state, county or local entity that authorizes cultivating marijuana or has direct oversight or regulatory responsibilities for a state authorized marijuana program. **THE AGENCY** agrees that any unused supplies not exceeding \$5,000 in total aggregate fair market value upon termination or completion of this Agreement will either be used for the marijuana eradication activities, returned to DEA, or destroyed, but in any case will not be used to perform any of the following functions: (i) issuing licenses, permits, or other forms of authorization permitting the holder to manufacture, distribute, sell, or use marijuana in contravention of the CSA; (ii) conducting ancillary activities related to the issuance of such licenses and permits, such as background checks on applicants; (iii) collecting state or local tax or licensing revenue related to the manufacture, distribution, or sale of marijuana in contravention of the CSA; (iv) preparing or issuing regulations governing the manufacture, distribution, sale, or possession of marijuana in contravention of the CSA; or (v) monitoring compliance with state or local laws or regulations that permit the manufacture, distribution, sale, or use marijuana in contravention of the CSA.
7. If DEA approves the purchase of equipment (tangible, non-expendable personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit) for the use of **THE AGENCY**’s personnel engaged in illicit cannabis eradication under this Agreement, **THE AGENCY** will use, manage, and dispose of the equipment in accordance with 2 C.F.R. §§ 200.313/200.314, except that in no case, regardless of useful life and acquisition cost, will the equipment be used directly or indirectly to perform any of the following functions: (i) issuing licenses, permits, or other forms of authorization permitting the holder to manufacture, distribute, sell, or use marijuana in contravention of the CSA; (ii) conducting ancillary activities related to the issuance of such licenses and permits, such as background checks on applicants; (iii) collecting state or local tax or licensing revenue related to the manufacture, distribution, or sale of marijuana in contravention of the CSA; (iv) preparing or issuing regulations governing the manufacture, distribution, sale, or possession of marijuana in contravention of the CSA; or (v) monitoring compliance with state or local laws or regulations that permit the manufacture, distribution, sale, or use marijuana in contravention of the CSA.
8. Payment by DEA to **THE AGENCY** will be in accordance with a schedule determined by DEA and said payment will be made pursuant to the execution by **THE AGENCY** of a LOA and receipt of same by DEA. However, no funds will be paid by DEA to **THE AGENCY** under this Agreement until DEA has received to its satisfaction an accounting of the expenditures of all funds paid to **THE AGENCY** during the previous year Agreement. The final/closeout expenditure report will be documented on the September (FINAL) Accounting Form.
9. It is understood and agreed by **THE AGENCY** that, in return for DEA’s payment to **THE AGENCY** for Federal funds, **THE AGENCY** will comply with all applicable Federal statutes, regulations, guidance, and orders, including previous OMB guidance under OMB Circular A-102 (Grants and Cooperative Agreements with State and Local Governments), OMB Circular A-87 (Cost Principles for State, Local and Indian Tribal Governments), and OMB Circular A-133

Letter of Agreement 2022-26

(Audits of States, Local Governments and Non-Profit Organizations), which have been combined in 2 C.F.R. Part 200, effective December 26, 2014. In addition, 2 C.F.R. Part 2867 (Non-Procurement Debarment and Suspension), 28 C.F.R. Part 83 (Drug-Free Workplace Act common rule), and 28 C.F.R. Part 69 (Byrd Anti-Lobbying Amendment common rule) apply. (Note: The LOA is reimbursable agreement, not a grant; therefore, for purposes of the DCE/SP, DEA requires an audit completed regardless of the threshold amount listed in 2 C.F.R. Part 200. The DCE/SP does not have an assigned Catalog of Federal of Domestic Assistance (CFDA) number. Audits can be conducted without a CFDA number. The auditor must send an email to the Federal Audit Clearinghouse erdfac@cenus.gov with their agency's name and EIN number and the information will be forwarded to them. In conjunction with the beginning date of the award, the audit report period of **THE AGENCY** under the single audit requirement is **FY-22 (10/01/2021 through 09/30/2022)**).

10. **THE AGENCY** acknowledges that arrangements have been made for any required financial and compliance audits and audits will be made within the prescribed audit reporting cycle. **THE AGENCY** understands that failure to furnish an acceptable audit as determined by the cognizant Federal agency may be a basis for denial of future Federal funds and/or refunding of Federal funds and may be a basis for limiting **THE AGENCY** to payment by reimbursement on a cash basis. **THE AGENCY** further understands that its use of DEA funds or the result of expended DEA funds (e.g. equipment, supplies and other resources) for any use other than the marijuana eradication program activities, including but not limited to its use directly or indirectly to perform any of the following functions: (i) issuing licenses, permits, or other forms of authorization permitting the holder to manufacture, distribute, sell, or use marijuana in contravention of the CSA; (ii) conducting ancillary activities related to the issuance of such licenses and permits, such as background checks on applicants; (iii) collecting state or local tax or licensing revenue related to the manufacture, distribution, or sale of marijuana in contravention of the CSA; (iv) preparing or issuing regulations governing the manufacture, distribution, sale, or possession of marijuana in contravention of the CSA; or (v) monitoring compliance with state or local laws or regulations that permit the manufacture, distribution, sale, or use marijuana in contravention of the CSA, will be a basis for denial of future Federal funds and/or refunding of Federal funds and may be a basis for limiting **THE AGENCY** to payment by reimbursement on a cash basis.
11. **THE AGENCY** shall maintain complete and accurate reports, records, and accounts of all obligations and expenditures of DEA funds under this Agreement in accordance with generally accepted government accounting principles and in accordance with state laws and procedures for expending and accounting for its own funds. **THE AGENCY** shall further maintain its records of all obligations and expenditures of DEA funds under this Agreement in accordance with all instructions provided by DEA to facilitate on-site inspection and auditing of such records and accounts.
12. **THE AGENCY** shall permit and have available for examination and auditing by DEA, the U.S. Department of Justice Office of Inspector General, the Government Accountability Office, and any of their duly authorized agents and representatives, any and all investigative reports, records, documents, accounts, invoices, receipts, and expenditures relating to this Agreement. In addition, **THE AGENCY** will maintain all such foregoing reports and records for **six** years after termination of this Agreement or until after all audits and examinations are completed and resolved, whichever is longer.

Letter of Agreement 2022-26

13. **THE AGENCY** agrees that an authorized officer or employee will execute and return to the DEA Regional Contractor, the LOA; Electronic Funds Transfer Memorandum; Certifications Regarding Lobbying; Debarment, Suspension, & Other Responsibility Matters; Drug Free Workplace Requirements (OJP Form 406 1/6); and the Assurances (OJP Form 4000/3). **THE AGENCY** acknowledges that this Agreement will not take effect and that no Federal funds will be awarded by DEA until DEA receives the completed LOA package.
14. Employees of **THE AGENCY** shall at no time be considered employees of the U.S. Government or DEA for any purpose, nor will this Agreement establish an agency relationship between **THE AGENCY** and DEA.
15. **THE AGENCY** shall be responsible for the acts or omissions of **THE AGENCY's** personnel. **THE AGENCY** and **THE AGENCY's** employees shall not be considered as the agent of any other participating entity. Nothing herein is intended to waive or limit sovereign immunity under other federal or state statutory or constitutional authority. This Agreement creates no liability on the part of the DEA, its agents or employees, or the U.S. Government for any claims, demands, suits, liabilities, or causes of action of whatever kind and designation, and wherever located in the **State of California** resulting from the DCE/SP funded by DEA.
16. **THE AGENCY** shall comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, as amended, and all requirements imposed by or pursuant to the regulations of the U.S. Department of Justice implementing those laws, 28 C.F.R. Part 42, Subparts C, F, G, H, and I.
17. Upon termination of the Agreement, **THE AGENCY** will prepare a September (FINAL) Accounting Form, a Financial Status Report SF-425, and a general ledger itemizing the breakdown of final expenditures and if applicable, attach invoices reflecting the expenditures for equipment in excess of \$2,500, which was previously approved by DEA Headquarters, and the expenses associated with rental or leasing of aircraft. Report should be submitted electronically to the DEA Regional Contractor by October 31st.
18. The duration of this Agreement shall be as specified in Paragraph 3, except that this Agreement may be terminated by either party after 30 day written notice to the other party. All obligations that are outstanding on the above prescribed termination date or on the date of any thirty (30) day notice of termination shall be liquidated by **THE AGENCY** within sixty (60) days thereof, in which event DEA will only be liable for obligations incurred by **THE AGENCY** during the terms of this Agreement. In no event shall **THE AGENCY** incur any new obligations during the period of notice of termination. In the event that the agreement is terminated, any DEA funds that have been obligated or expended and the result of expended funds (e.g. equipment, supplies and other resources) will be used and disposed of in accordance with the provisions of this agreement.
19. **THE AGENCY** must be registered in the System for Award Management (SAM) to receive payment of Federal funds. There are two steps to registering in SAM. **First, THE AGENCY** must have a Data Universal Numbering System (DUNS) number. [A "+4 extension" to a DUNS number (DUNS+4) is required when there is a need for more than one bank/electronic funds transfer account for a location.] A DUNS number may be obtained via the internet (<http://fedgov.dnb.com/webform>) or by phone (U.S. and U.S. Virgin Islands: 1-866-705-5711; Alaska and Puerto Rico: 1-800-234-3867).

Letter of Agreement 2022-26

Second, *THE AGENCY* must then register with SAM via the internet SAM www.sam.gov. Questions regarding the internet registration process may be directed to 1-866-606-8220 (follow the prompts for SAM). Both the DUNS number and registration in SAM are free of charge.

Note: It is *THE AGENCY*'s responsibility to update their SAM registration annually or whenever a change occurs.

***THE AGENCY*'s** current DUNS No. is _____.

***THE AGENCY*'s** opportunity to enter into this Agreement with DEA and to receive the Federal funds expires ninety days from date of issuance. Agreement issued on _____.

MARIPOSA COUNTY SHERIFFS OFFICE

Printed Name & Signature: _____

Title: _____ Date: _____

Agency, please submit original signed LOA & associated paperwork to your DEA Regional Contractor

DRUG ENFORCEMENT ADMINISTRATION

Printed Name & Signature: _____

Special Agent in Charge – San Francisco Field Division Date: _____

SAC, please submit original signed LOA & associated paperwork to your Fiscal Office.

DEA DIVISIONAL FISCAL CLERK MUST INPUT INTO UFMS & COMPLETE THE BOTTOM OF THIS SECTION

ACCOUNTING CLASSIFICATION/OBLIGATION NUMBER:

2022/AFF-B-OP/OM/8210000/DEA-JLE/DCE: _____

UFMS Input Date: _____ DNC No. _____

DNO No. _____ DDP No. _____

Printed Name: _____ Signature: _____

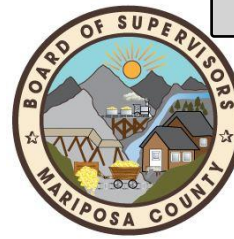
Fiscal, please submit original signed LOA & associated paperwork to your DEA Regional Contractor.

Attachment: FY 22 LOA (RES-2022-78 : Authorize the Sheriff to Sign Agreement with US DOJ DEA)



MARIPOSA COUNTY

Board of Supervisors • 209-966-3222



MEETING: February 1, 2022

TO: The Board of Supervisors

FROM: Rosemarie Smallcombe, District I Supervisor

RE: American Heart Month & Wear Red Day

RECOMMENDATION AND JUSTIFICATION:

Proclaim the Month of February 2022 as "American Heart Month", and February 4, 2022, 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 this and 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: Marshall Long, District III Supervisor

SECONDER: Wayne Forsythe, District IV Supervisor

AYES: Rosemarie Smallcombe, Tom Sweeney, Marshall Long, Wayne Forsythe

EXCUSED: Miles Menetrey

The Mariposa County Board of Supervisors
proclaims

The Month of February 2022 as “American Heart Month” and February 4th, 2022 as “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 2022 as “American Heart Month,” and February 4, 2022, 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 1st day of February 2022, by unanimous vote.

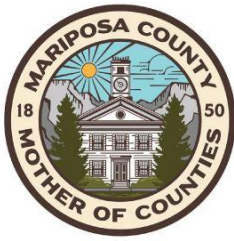
ROSEMARIE SMALLCOMBE, District I Supervisor

WAYNE FORSYTHE, District IV Supervisor

THOMAS SWEENEY, District II Supervisor

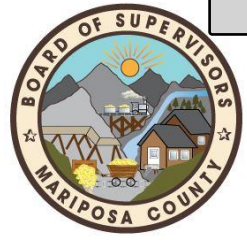
MILES MENETREY, District V Supervisor

MARSHALL LONG, District III Supervisor



MARIPOSA COUNTY

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



F.1

MEETING: February 1, 2022

TO: The Board of Supervisors

FROM: Rene LaRoche, Clerk of the Board

RE: Handouts from Departmental Presentation Portion of the February 1, 2022, Meeting

Handouts from the Departmental Presentation Portion of the February 1, 2022, Meeting:

- Commission on Aging (COA) Report received from Brenda Sweeney, COA Chair

ATTACHMENTS:

Commission on Aging Report, 02-01-2022 (PDF)

RESULT: INFORMATION RECEIVED

Commission on Aging Annual Report to the Mariposa County Board of Supervisors
February 1, 2022

It has been over 9 months since I last addressed this Board of Supervisors. At that time, I let you know that the projects the Commission on Aging were working on included the following:

1. Advocating for a Northside Senior Nutrition Program,
2. Establishing Senior Outreach via social media,
3. Finishing up revisions to our bylaws which had not been updated for 16 years, and
4. Recruiting active members for the Commission on Aging

Today, I am happy to let you know that the Commission on Aging has made progress on all of these fronts, and is actively working on several more projects.

A Pilot Northside Senior Nutrition Program commenced on November 1, 2021 and is expected to run through the end of June 2022. This program is a collaboration between Health and Human Services and the Coulter Café in Coulterville. We don't have data yet for January, but data from November and December indicate that the program has been very popular. 256 meals were served in November and 317 meals were served in December. Almost 150 residents have signed up for the program. The Commission on Aging would like to thank this Board for its support of this initiative, and we'd also like to thank Shannon Gadd, Julianne Sims, Lydia Arre, and Stephen Mouillesseaux from Health and Human Services for their work starting and sustaining this program. And, of course, none of this would've been possible without the community spirit and vision of the owners of the Coulter Café, Dawn Huston and Kim Brisack, in partnering with the county to provide this much needed service to our senior population.

Keeping our senior population informed of opportunities and programs available to them has always been a challenge. Some people prefer to read the local papers for their news, some only get their information from social media, and some learn about events from flyers posted at local shops. For many, it's a combination of all three. The Commission on Aging is tasked with helping seniors learn about opportunities and resources available to them, and to that end, we have been

active in all three areas of outreach. I would like to personally thank our Vice-Chair, Dale Silverman, who has established and maintained the Mariposa County Seniors Facebook page, which now has 137 members, up from 75 members 10 months ago. This page is a “go-to” page in Mariposa County for information pertaining to our senior population and has included information on everything from COVID-19 updates, vaccine clinics, Northside Senior Nutrition updates, Wellness Center information, information from the Area 12 Agency, etc., etc. Please tune in to the Mariposa County Seniors Facebook page to learn more. Dale has also put together an extensive, updated “Senior Resources Guide” which will be published soon.

Over this past year, the Commission on Aging did finish up the revision to its bylaws, which we adopted in April 2021 and you approved in May 2021. We have also recruited additional members for the Commission on Aging, and we have had regular attendance of our meetings by community members.

Also, over this past year the Commission on Aging has received information on the Home Safe Program relative to Adult Protective Services. We have reached out to the first responder training program with Mariposa County Fire to share this information, since it is not uncommon for first responders to encounter individuals who may benefit from these resources. We have not been able to set up a formal training on the subject, yet, but we have received positive feedback from the Training Captain for Mariposa County Fire, along with a commitment from the experts on this subject from within Health and Human Services to deliver the training. Hopefully, we will be able to help facilitate this training before the Commission on Aging’s next report to you.

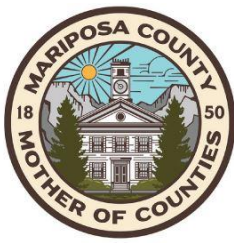
One of the major new initiatives that the Commission on Aging has been discussing over the last several meetings has been the role that the Commission may play in helping to address the needs of the disabled. Many seniors deal with disabilities, so this is a natural fit for the Commission. Recently the Commission on Aging was asked to provide comments on the “Request for Qualification” put forward by Mariposa County’s ADA Coordinator, Matt Hespenheide, as preparations are made to interview consultants who will help Mariposa County develop a “Self- Evaluation and Transition Plan”. One of the members on the Commission on Aging has an extensive background and deep understanding of ADA compliance and Title II and has volunteered his expertise where it can best be utilized by the county.

Over the next year the Commission on Aging will continue its work in community outreach to seniors, we will continue to assess for unmet needs, and to advocate for seniors. Because of the extensive overlap between the aging/aged population and those with disabilities, it is anticipated that the Commission on Aging will also be working on issues of importance to the disabled community.

On one final note, the Commission on Aging would like to express its appreciation to you and to the Clerk of the Board for developing draft Resolution number 2021, which is a resolution standardizing policies and procedures for all committees, commissions, and advisory boards. The Commission on Aging was recently asked to review and comment on this draft resolution. We are optimistic that this resolution, once adopted, will provide for more effective public input to the Board of Supervisors.

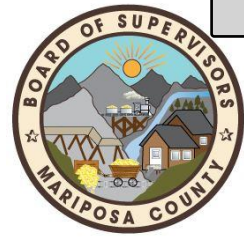
Respectfully submitted,

Brenda F. Sweeney
Chairperson, Commission on Aging



MARIPOSA COUNTY

Public Works • 209-966-2498



H.1

RESOLUTION - ACTION REQUESTED 2022-79

MEETING: February 1, 2022

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works & Transportation

RE: Review Emergency Repair Work on White Rock Road

RECOMMENDATION AND JUSTIFICATION:

Review Emergency Repair Work on White Rock Road as Required by Public Contract Code Section 22050(C)(1); and Adopt a Finding that There is a Need to Continue the Emergency Action Pursuant to Public Contract Code Section 22050.

On October 14, 2021, an inspection occurred on a 10 ft x 10 ft box culvert located on White Rock Road approximately 0.40 miles north of the bridge across Mariposa Creek. The inspection revealed that there was extreme deterioration of the reinforced concrete structure and exposed steel throughout the concrete structure. The culvert posed a clear and imminent danger, requiring immediate action to prevent the loss or impairment of life, health, property, or essential public services.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

On November 2, 2021, Resolution 2021-606, the Board authorized an agreement with Palmer Tractor for emergency repair work on the box culvert located on White Rock Road.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Do not approve, the status of the Emergency work will not be completed.

RESULT: **ADOPTED [UNANIMOUS]**

MOVER: Marshall Long, District III Supervisor

SECONDER: Tom Sweeney, District II Supervisor

AYES: Rosemarie Smallcombe, Tom Sweeney, Marshall Long, Wayne Forsythe

EXCUSED: Miles Menetrey



MARIPOSA COUNTY

Public Works • 209-966-2498



RESOLUTION - ACTION REQUESTED 2022-80

MEETING: February 1, 2022

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works & Transportation

RE: Approve and Accept Grant Award from USDA to the Solid Waste & Recycling Center (\$75,300)

RECOMMENDATION AND JUSTIFICATION:

Accept Grant Award from the United States Department of Agriculture (USDA) for Community Compost and Food Waste Reduction Pilot Projects; Approve Grant Agreement; Authorize the Board of Supervisors Chair to Sign the Agreement; and Approve a Budget Action Recognizing Unanticipated Revenue in the Solid Waste & Recycling Budget (\$75,300).

USDA is providing funding through the Community Compost and Food Waste Reduction Pilot Projects. The grant is awarded to Mariposa County Solid Waste & Recycling in partnership with the Yosemite Conservancy to expand food waste and organics collection along the HWY 140 corridor from El Portal to the Mariposa County Solid Waste & Recycling facility. The grant funds shall be utilized to purchase bear-proof steel dumpster's and provide collection services for two (2) years. The Yosemite Conservancy is providing an additional \$38,333 of in-kind contributions for Project Management.

This grant will enable Mariposa County Solid Waste & Recycling to increase utilization of its existing In-Vessel Composting System to divert organics and food waste from the landfill to produce quality compost for use by the public and agribusiness.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The Board has previously approved grant funding and loans from USDA for the Composting Facility. The Yosemite Conservancy has been a valuable partner in the County's Organics Collection and Composting efforts. The Board accepted a previous equipment grant from the Yosemite Conservancy: RES 2020-537.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Negative action would preclude the initiative to increase composting production from advancing while impacting the ability for MSWR to meet state mandates for organics diversion.

FINANCIAL IMPACT:

Acceptance of the grant increases the General Fund \$75,300.

ATTACHMENTS:

Notice of Grant And Agreement Award (PDF)

Budget Action - FY21-22 Fund 6601 USDA Grant (PDF)

RESULT: ADOPTED [UNANIMOUS]

MOVER: Marshall Long, District III Supervisor

SECONDER: Tom Sweeney, District II Supervisor

AYES: Rosemarie Smallcombe, Tom Sweeney, Marshall Long, Wayne Forsythe

EXCUSED: Miles Menetrey



U.S. Department of Agriculture
Natural Resources Conservation Service

H.2.a
NRCS-ADS-093

NOTICE OF GRANT AND AGREEMENT AWARD

1. Award Identifying Number NR213A750001C029	2. Amendment Number	3. Award /Project Period date of final signature - 09/30/2023	4. Type of award instrument: Cooperative Agreement
5. Agency (Name and Address) USDA, NRCS Office of the Associate Chief for Conservation 1400 Independence Avenue SW Washington, DC 20250		6. Recipient Organization (Name and Address) COUNTY OF MARIPOSA PO BOX 729 MARIPOSA CA 95338-0729 DUNS Number: 071859607 EIN:	
7. NRCS Program Contact Name: Annie Ceccarini Phone:(202) 577-7462 Email: annie.ceccarini@usda.gov	8. NRCS Administrative Contact Name: Tam-Thao Nguyen Phone: (202) 772-9117 Email: Tam-Thao.Nguyen@usda.gov	9. Recipient Program Contact Name: Samuel Cerveny Phone: 209-966-5165 Email: scerveny@mariposacounty.org	10. Recipient Administrative Contact Name: Samuel Cerveny Phone: 209-966-5165 Email: scerveny@mariposacounty.org
11. CFDA 10.935	12. Authority 7 USC 6923	13. Type of Action New Agreement	14. Program Director Name: Samuel Cerveny Phone: 209-966-5165 Email: scerveny@mariposacounty.org
15. Project Title/ Description: Expansion of Mariposa County's Food Waste and Organics Collection and Composting Activity Along the HWY140 Corridor			
16. Entity Type: B = County Government			
17. Select Funding Type			
Select funding type:	☒ Federal	☒ Non-Federal	
Original funds total	\$75,300.00	\$38,333.00	
Additional funds total	\$0.00	\$0.00	
Grand total	\$75,300.00	\$38,333.00	
18. Approved Budget			

Attachment: Notice of Grant And Agreement Award (RES-2022-80 : Approve and Accept Grant Award from USDA to the Solid Waste &

Personnel	\$0.00	Fringe Benefits	\$0.00
Travel	\$0.00	Equipment	\$0.00
Supplies	\$0.00	Contractual	\$0.00
Construction	\$0.00	Other	\$75,300.00
Total Direct Cost	\$75,300.00	Total Indirect Cost	\$0.00
		Total Non-Federal Funds	\$38,333.00
		Total Federal Funds Awarded	\$75,300.00
		Total Approved Budget	\$113,633.00

This agreement is subject to applicable USDA NRCS statutory provisions and Financial Assistance Regulations. In accepting the award or amendment and any payments made pursuant thereto, the undersigned represents that he or she is duly authorized to act on behalf of the awardee organization, agrees that the award is subject to the applicable provisions of this agreement (and its attachments), and agrees that acceptance of any payments constitutes an agreement by the payee that the amounts, if any, found by NRCS to have been overpaid, will be refunded or credited in full to NRCS.

Name and Title of Authorized Government Representative	Signature	Date
Louis Aspey Associate Chief		
Name and Title of Authorized Recipient Representative	Signature	Date
Samuel Cerveny Solid Waste and Recycling Manager		

NONDISCRIMINATION STATEMENT

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or a part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination write to USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW., Washington, DC 20250-9410 or call (800) 795-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.

PRIVACY ACT STATEMENT

The above statements are made in accordance with the Privacy Act of 1974 (5 U.S.C. Section 522a).

Statement of Work

Purpose

The U.S. Department of Agriculture (USDA), Natural Resources Conservation Service (NRCS) solicited applications in fiscal year (FY) 2021 under the Office of Urban Agriculture and Innovative Production (OUAIP) for Funding Opportunity Number: USDA-NRCS-NHQ-CCFWR-21-NOFO0001112 from local and Tribal governments to host a Community Compost and Food Waste Reduction (CCFWR) pilot project. The authorizing statutes and regulations for this opportunity are under section 12302 of the Agriculture Improvement Act of 2018 (Public Law 115–334), (7 USC 6923). The primary goal of CCFWR is to assist local governments with projects that develop and test strategies for planning and implementing municipal compost plans and food waste reduction plans. CCFWR specifically provides assistance through a cooperative agreement to municipalities, counties, local and Tribal governments, or city planners to develop and test strategies for planning and implementation that will 1) generate compost; 2) increase access to compost for agricultural producers; 3) reduce reliance on, and limit the use of, fertilizer; 4) improve soil quality; 5) encourage waste management and permaculture business development; 6) increase rainwater absorption; 7) reduce municipal food waste; and 8) divert food waste from landfills.

Mariposa County is one of the main gateways to Yosemite National Park (YNP). Despite its rural character and a small population of approximately 17,000, Mariposa County Solid Waste and Recycling (MSWR) must meet the needs of over 4 million annual visitors to Yosemite. MSWR is equipped with an In-Vessel (Aerobic) Composting System with a total processing capacity of 15000 cubic yards that can process up to 25 tons of food waste per week. Currently, the system is significantly underutilized and operating at approximately 20% of the total capacity. This project will provide MSWR with enough food waste to produce a regular supply of high-quality compost for local residents and farmers.

The project will enable Mariposa County Solid Waste and Recycling (MSWR) to utilize the full capacity of their existing In-Vessel Composting System to generate composted materials, increase access of agricultural producers to composted material, reduce municipal food waste, divert food waste from landfills and meet the other desired objectives of the CCFWR.

This project will build upon food waste diversion programs within YNP and leverage the Yosemite Zero Landfill working group to support project outcomes. The California Highway 140 (HWY140) corridor between Mariposa and the YNP is home to multiple restaurants, food outlets, over 700 hotel rooms, numerous vacation rental properties and campgrounds. Most of these operations are currently sending their food waste to the landfill. By enrolling five new major lodging and food service operations in this program the project will establish food waste diversion along this corridor and allow the county's existing composting infrastructure to vastly improve its output for the benefit of residents and farmers.

The CCFWR Pilot Project entitled Expansion of Mariposa County's Food Waste and Organics Collection and Composting Activity Along the HWY140 Corridor is a project that will expand food waste diversion along the HWY140 between Yosemite National Park (YNP) and MSWR by funding bear-proof food waste dumpsters at lodging and food service operations. The project will also fund hauling services, marketing, and education to ensure a clean food waste stream and connect residents and farmers with the increased volume of compost that will be produced.

CCFWR funds will assist with the start-up costs associated with food waste diversion for these lodging and food service operations. The many project benefits will last beyond the two-year pilot program because these businesses will have an economic incentive to continue because of the cost savings of tipping fees for food waste versus landfill waste. This two-year pilot will ensure that the objectives of the CCFWR are met in Mariposa County for many years to come.

Objectives

Objective 1: Enable Mariposa County Solid Waste and Recycling (MSWR) to utilize the full capacity of their existing In-Vessel Composting System to generate composted materials, increase access of agricultural producers to composted material, reduce municipal food waste, divert food waste from landfills.

Objective 2: Recruit & Enroll HWY140 Lodging & Restaurant Participants

Objective 3: Provide bear-proof food waste dumpsters and two-years of subsidized hauling service

Objective 4: Compost food waste and make it available to local residents and farms

Objective 5: Monitor and adjust

The primary goal of this project is to establish food waste diversion along the HWY140 corridor between YNP and

Mariposa. By adding these new stops to the existing hauling service route for YNP, the project will realize operational efficiencies and benefit all participants. The impact to existing food waste recovery will be an increase in volume and business for the franchise hauler, Recology of Mariposa.

Mariposa County Solid Waste and Recycling (MSWR) will partner with the lodging and food service operations Autocamp (potential for camping leftovers), Cedar Lodge (210 rooms and dining), High Country Health Foods (dining with significant quantities of food scraps), and Miners Inn (78 rooms, dining, increased business due to surrounding lodging and tourist attractions), Yosemite View Lodge (330 rooms and dining), and others to establish food waste diversion along the HWY140 corridor between YNP and Mariposa.

Mariposa County Solid Waste and Recycling (MSWR) will partner with Recology of Mariposa, the franchise hauler.

Mariposa County Solid Waste and Recycling (MSWR) will partner with Yosemite Conservancy on the Yosemite Zero Landfill working group that meets monthly to review waste diversion data.

Mariposa County Solid Waste and Recycling (MSWR) will partner with local farms who will receive the local compost.

Budget Narrative

The official budget described in this Budget Narrative will be considered the total budget as last approved by the Federal awarding agency for this award.

Amounts included in this budget narrative are estimates. Reimbursement or advance liquidations will be based on actual expenditures, not to exceed the amount obligated.

Grant funds will be used for these categories: Food Waste Collection Equipment, Hauling Service, Marketing & Education. In 2021, a parallel compost and Zero Landfill effort in YNP launched a similar program for residents and in-park lodging and this budget is based on their costs. Steel costs continue to rise but current costs for 3-yard bear-proof food waste dumpsters are \$3,3394.

The Food Waste Collection Supplies total of \$30,000 will allow the purchase of six dumpsters (\$3,394 each), five dump carts (\$354 each) and 15 pairs of kitchen containers (\$140.25 each). A margin of approximately \$5,000 is built into the cost of the dumpsters to account for the continually increasing cost of steel. This equipment will enable these commercial kitchens to adopt new operations to successfully divert clean food waste for the county compost operation. The final product of high-quality compost will then be made available to local residents and farmers.

Supplies

6 Bear-proof dumpsters (3 yard) @ \$4564.75 = \$27,388.50

5 Dump carts @ \$354 = \$1,770.00

15 Kitchen container (2-pack) @ \$57 = \$841.50

Supplies total = \$30,000

The Hauling Service total of \$36,000 will provide hauling for two years from six lodging and food service operations along the HWY140 corridor. This is based on an average monthly cost of \$250 per dumpster. This two year grant funded pilot will establish food waste diversion along the corridor and allow standards and protocols to become established in these commercial operations. The HWY140 lodging and food service operations will have an economic incentive to continue food waste diversion after the grant pilot because they will realize cost savings from the reduced tipping fees for food waste versus landfill.

Marketing and Graphic Design @ \$7,200

To ensure that HWY140 lodging and food service operations receive information on best practices for food waste diversion, monthly data results, signage and education. Advertise the finished compost product to local residents and farmers. The cost for the services of a graphic designer is based on an April 2021 quote for "Proposal for Design Services to Support Launch of the Yosemite Food Waste Collection Program" and will be covered with these funds.

Printing Costs for Signage and Collateral @ \$2,100

Printings costs for signage and outreach materials are based on recent projects utilizing commercial printers and will be covered with these funds.

Non-Federal Match

The in-kind third-party contribution for Project Management of \$38,333 is half of the annual salary for two years of the Yosemite Conservancy Zero Landfill & Sustainability Coordinator (YCSC) who will be assigned to this project for 50% of her duties. The YCSC staff person has experience launching and monitoring compost operations within YNP, and leads a local Zero Landfill working group that meets monthly to review diversion rates with NPS, park concessions, and MSWR.

If this award generates program income, the recipient must reinvest it into the project and report the amount, source, and intended use in its next performance report. Use of program income must comply with the cost principles in 2 CFR Part 200, Subpart E.

Responsibilities of the Parties:

If inconsistencies arise between the language in this Statement of Work (SOW) and the General Terms and Conditions attached to the agreement, the language in this SOW takes precedence.

NRCS will:

- 1) Connect the CCFWR pilot project team(s) with other USDA agencies such as, and not limited to, the Economic Research Service (ERS), National Institute of Food and Agriculture (NIFA), the Office of the Chief Economist (OCE), and Federal partners like the United States Environmental Protection Agency (EPA) to collaborate on project activities and outcomes that contribute to the U.S. Food Loss and Waste 2030 goal.
- 2) Coordinate and convene the CCFWR pilot project team(s) and other Federal government, regional, institution, state, and local experts to share information and strategies related to CCFWR with the goal of enhancing the locally driven process to better address nationally and regionally important composting and food waste reduction goals that transcend localities.
- 3) Gather the methods, results, and benefits derived from the project to evaluate and disseminate different solutions for increasing access to compost and reducing municipal food waste across the United States.
- 4) Provide advisory and administrative support during the project and maintain constant communication with partner, review progress and financial report and provide feedback to ensure the product follows USDA standards.
- 5) Provide guidance and procedures related to NRCS Conservation and Business Programs.
- 6) Review and editing rights on all material produced under this agreement to ensure it complies with USDA standards and regulations before publishing.
- 7) Participate in project committee meetings to aid and guidance for the purpose of the workshops, educational activities, and other activities identified in this agreement.
- 8) Conduct ad-hoc meetings (via electronic, phone or in-person field visit) to discuss the progress of the agreement.

Recipient will:

- 1) Follow methodology in the project narrative submitted as part of recipient's application to NFO USDA-NRCS-NHQ-CCFWR-21-NOFO0001112, incorporated herein by reference. Recipient will request prior approval for changes.
- 2) Collaborate with multiple partners, such as public or private, nonprofit or for-profit entities, academic institutions (including minority-serving colleges and universities), and/or other appropriate professionals, community-based organizations, and local government entities.
- 3) Build upon food waste diversion programs within YNP and leverage the Yosemite Zero Landfill working group to support project outcomes.
- 4) Work in close coordination with USDA-NRCS to share all material developed to ensure it complies with USDA standards and regulations before publishing. Review available material from the USDA in regard of the USDA general style and message layouts and follow the USDA civil right policy in accordance with USDA Departmental Regulation 4300-3, Equal Opportunity (EO) Public Notification Policy, and Section 7, in which all will comply with the usage of the USDA Non-discrimination Statement.
- 5) Ensure the exercise of care so that sensitive, confidential or private information is not inadvertently disclosed to families, friends, or others who have no need to know and keep all private information in secure areas when not in use during office hours.
 - a. Example of Private Data: Social Security Number (SSN); tax identification (ID) number; employee national Finance Center ID; account numbers; farm, tract, or common land unit numbers.
 - b. Example of Sensitive Data: Name, address, or other geographic indicators; e-mail address; phone number; race, gender, ethnicity, disability and birth date.
- 6) Participate in efforts under this agreement solely as representatives of Mariposa County. They will not participate as directors, officers, employees, or otherwise serve or hold themselves out as representatives of FPAC, USDA, NRCS or any member thereof. They shall not assist FPAC, USDA, NRCS or any member thereof with efforts to lobby Congress or to raise money through fundraising efforts. The recipient's employees shall report to their immediate supervisor any negotiations with FPAC, USDA, NRCS or any member thereof, concerning future employment and shall refrain from participation in efforts regarding such party until approved by the Signatory Official.
- 7) Conduct all activities and program provision under this agreement in compliance with all applicable federal civil right laws, rules, regulations and policies.
- 8) Ensure no member of or delegate to Congress or Resident Commissioner shall be admitted to any share or part of this agreement or to any benefit that may arise there from; but this provision is not to be construed to extend to this agreement if made with a corporation for its general benefit.

Submit performance reports on an annual basis to the ezFedGrants system or the Farm Production and Conservation (FPAC) Grants and Agreements Division staff via email to: FPAC.BC.GAD@usda.gov. Reports are due 30 calendar days after the reporting period.

Submit SF425 Financial Reports on an annual basis to the ezFedGrants system or the Farm Production and Conservation (FPAC) Grants and Agreements Division via email to: FPAC.BC.GAD@usda.gov. Reports are due 30 calendar days after the reporting period.

Submit payment requests to the ezFedGrants system or the Farm Production and Conservation (FPAC) Grants and Agreements Division via email to: FPAC.BC.GAD@usda.gov on a quarterly basis. Refer to the General Terms and Conditions for more information regarding payment requests.

Expected Accomplishments and Deliverables

Expected Measurable Outcomes include:

1. The most significant goal of this project is to divert disposal tonnage from the landfill to the composting facility. Implementation of this pilot project will allow the County and other stakeholders to develop a cost-effective organics/food waste collection program that incentivizes the end user (waste producer) to participate. The pilot program is projected to result in a 100% increase in quarterly organics/food waste diversion.
2. Increase number of bear-proof food waste dumpsters placed at participating HWY140 lodges and restaurants from 0 to 6.
3. Outreach to hospitality industry will result in enrolling 6 new major lodging and food service operations in food waste recovery along the HWY140 corridor.
4. Increase collection of food waste by the hospitality industry on the HWY140 corridor from 2 to 4 tons of food waste per week.
 - a. MSWR is equipped with an In-Vessel (Aerobic) Composting System with a total processing capacity of 15000 cubic yards that can process up to 25 tons of food waste per week. Currently, the system is significantly underutilized and operating at approximately 20% of the total capacity.
 - b.
 - c. After combination with additional feedstocks (e.g., wood chips, green waste, and manure), processing, and screening, the MSWR should produce approximately 10 tons of high-quality compost per week.
5. Provide final product of high-quality compost to 1500+ local residents and 10-20 farmers.

Resources Required

NRCS will:

- 1) Participate in the coordination for technical assistant and collaborate with recipient.
- 2) Assign an Alternate Contact in charge of providing detailed information and technical assistance necessary to ensure the implementation of this agreement.

Alternate Contact

joseph.heller@usda.gov
202 381-6283

Recipient will:

- 1) Enroll five new major lodging and food service operations in this program to establish food waste diversion along HWY140 corridor and allow the county's existing composting infrastructure to vastly improve its output for the benefit of local residents and farmers.
- 2) Collaborate with:
Recology of Mariposa, Autocamp, Cedar Lodge, High Country Health Foods, Miners Inn, Yosemite View Lodge, Yosemite Conservancy, and local farms.
- 3) Ensure that project partner (The Yosemite Conservancy) provides in-kind personnel costs as non-Federal resources
- 4) Follow the evaluation plan as established in the project narrative.

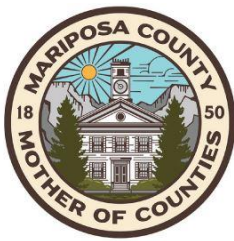
Milestones

The CCFWR pilot project is two years in duration. Project activities, objectives and outcomes should be completed within the 24-month time frame. 50% of work completed in year 1 by September 30, 2022 & 100% of work completed in year 2 by September 30, 2023.

GENERAL TERMS AND CONDITIONS

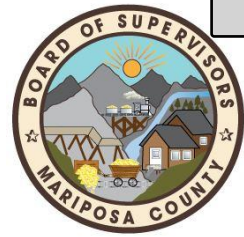
Please reference the below link(s) for the General Terms and Conditions pertaining to this award:

<https://www.fpacbc.usda.gov/about/grants-and-agreements/award-terms-and-conditions/index.html>



MARIPOSA COUNTY

Public Works • 209-966-2498



H.3

RESOLUTION - ACTION REQUESTED 2022-81

MEETING: February 1, 2022

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works & Transportation

RE: Authorize Public Works to Submit a CalFire Grant for Equipment

RECOMMENDATION AND JUSTIFICATION:

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

Staff has spoken with Chief Ward of County Fire and Mariposa County Fire Advisory Committee both of which are supportive of this grant effort. Public Works will work closely with County Fire to connect fuel breaks to cleared roads to protect help protect the County.

Public Works is requesting an excavator with mulcher attachment. This equipment would be a tremendous benefit to the County and will be used to remove fire fuels from the County Right of Way thus making our roadways more of a fuel break and much less susceptible to fire crossing roadways.

The attached Resolution is a requirement of the Grant Submission Package.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The Board has been supportive of Grant Submissions in the past.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Do not approve, this will be a missed opportunity.

FINANCIAL IMPACT:

There are no negative financial aspects of filing this grant application

ATTACHMENTS:

FP Equipment Resolution (PDF)

RESULT: **ADOPTED [UNANIMOUS]**

MOVER: Wayne Forsythe, District IV Supervisor

SECONDER: Tom Sweeney, District II Supervisor

AYES: Rosemarie Smallcombe, Tom Sweeney, Marshall Long, Wayne Forsythe

EXCUSED: Miles Menetrey

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

Resolution No. _____

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

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

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

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

1. Approves the filing of an application for “**California Climate Investment Fire Prevention Grant Program**”.
2. Certified that said applicant has or will have sufficient funds to operate and maintain the project.
3. Certifies that funds under the jurisdiction of MARIPOSA COUNTY are available to begin the project.
4. Certifies that said applicant will expend grant funds prior to March 15, 2026.
5. Appoints Mariposa County Interim Director of Public Works and Transportation to conduct all negotiations and submit application; Authorize the Board of Supervisors Chair to execute all other documents including, but not limited to agreements, amendments, payment request and so on, which may be necessary for the completion of the aforementioned project.

The foregoing resolution was approved and adopted the 1st day of February 2022 by the following vote:

AYES:

NOES:

ABSENTS:

Signature

Title

---CERTIFICATION OF RESOLUTION---

Please note the person attesting cannot be the person(s) appointed in (5)

ATTEST:

I _____, CLERK OF THE BOARD of the MARIPOSA COUNTY BOARD OF SUPERVISORS,
witness my hand or the seal of the MARIPOSA COUNTY BOARD OF SUPERVISORS
on the _____ day of _____, 2022.

Signature

Title

APPROVED AS TO LEGAL FORM:

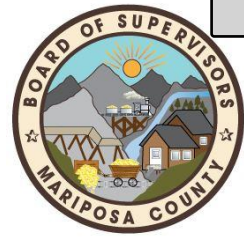
Steven W. Dahlem, County Counsel

Attachment: FP Equipment Resolution (RES-2022-81 : Authorize Public Works to Submit a CalFire Grant for Equipment)



MARIPOSA COUNTY

Fire • 209-966-4330



H.4

RESOLUTION - ACTION REQUESTED 2022-82

MEETING: February 1, 2022

TO: The Board of Supervisors

FROM: Mike Van Loben Sels, Acting Fire Chief

RE: Mariposa County Fuel Reduction Equipment Purchase Grant

RECOMMENDATION AND JUSTIFICATION:

Authorize the Mariposa County Fire Chief to Submit an Application for the California Climate Investments (CCI) Fire Prevention Grant through Cal Fire up to \$80,000.00 for the Purchase of Maintenance and Attachments for Fuel Reduction Equipment; and Authorize the Fire Chief to sign any Agreements or Documents Pertaining to this Grant (Subject to Approval as to Legal Form by County Counsel).

Project tracking number 21-FP-MMU-0076.

CAL FIRE in cooperation with Mariposa County Fire will be supplying masticating heads. This grant will allow Mariposa County Fire to purchase masticating heads to have complete sets of attachments that will be County owned. This will allow for options and versatility in situations of mechanical break downs, needed services or CAL FIRE attachments not available.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

12/07/2021 Board accepted approved CCI grant for the purchase of a Caterpillar 299D3 Compact Track Loader tractor and a Model 309 Mini Excavator under resolution 2021-649. The purchase of the attachments will be utilized for this equipment.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Will not submit grant. Will rely on CAL FIRE masticating attachments. May need to look for alternative purchase options to have county owned masticating attachments.

FINANCIAL IMPACT:

There is a 5% match if approved

ATTACHMENTS:

CCI Grant Application Final (PDF)

RESULT: **ADOPTED [UNANIMOUS]**

MOVER: Marshall Long, District III Supervisor

SECONDER: Wayne Forsythe, District IV Supervisor

AYES: Rosemarie Smallcombe, Tom Sweeney, Marshall Long, Wayne Forsythe

EXCUSED: Miles Menetrey

California Department of Forestry and Fire Protection (CALFIRE)
California Climate Investments
Fire Prevention Program Grant Application
Fiscal Year 2021-22 Funding Opportunity



Please request a Project Tracking # for each separate application by following the instructions in the 2021-22 [California Climate Investments](#) (CCI) Grant Guidelines on the [Fire Prevention Grants Web Page](#). Submit the application and all supporting materials to the SharePoint folder assigned to your tracking number **no later than 3:00pm PT on February 9, 2022**. Up to \$120 million is being allocated to CAL FIRE's Fire Prevention Grants Program in Fiscal Year 2021-2022 from the CCI Greenhouse Gas Reduction Fund (GGRF) and General Fund.

Please note: Items marked in red are required.

1. **Project Tracking #:** 21-FP-MMU-0076

Project Name/Title: Mariposa County Fuel Reduction Equipment Purchase

County: Mariposa

CAL FIRE Unit/Contract County: MMU - Madera-Mariposa-Merced Unit

(Please use this 3-letter Unit Identifier for file naming. See item 14.)

CalMAPPER ID:

(If you have an existing CalMAPPER ID related to the project please supply it in the appropriate box. If you do not have an existing CalMapper ID, it is **NOT required**.)

2. **Organization Type:** County ☐ If Other, please specify:

If Non-Profit, are you a registered 501(c)(3)? ☐ Yes ☐ No

3. **Sponsoring Organization:** Mariposa County Fire Department

Project Manager Title: Fire Chief

First Name: Mike

Last Name: van Loben Sels

Address Line 1: PO Box 162

Address Line 2:

City: Mariposa

State: California

Zip Code: 95338

Phone Number: (209) 966-4330

Secondary Phone Number:

Email Address: chris.bernard@fire.ca.gov

Fax Number:

Tracking #: 21-FP-MMU-0076

Page 1 of 5

Project Name: Mariposa County Fuel Reduction Equipment Purchase

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Attachment: CCI Grant Application Final (RES-2022-82 : Mariposa County Fuel Reduction Equipment Purchase Grant)

4. For which primary activity is funding being requested? Hazardous Fuels Reduction

5. Project Completion Date: 03/15/2024

If your project is expected to be completed earlier than March 15, 2026, please include a date here. Otherwise, leave blank. Please use MM/DD/YYYY format.

6. **Timber Harvest Plans:** For fuel reduction projects, is there a timber harvesting document on any portion of the proposed project area for which a "Notice of Completion" has not been filed with CAL FIRE?

☐ If checked, provide the THP identification number and describe the relationship to the project in the attached Scope of Work document.

THP ID Number:

7. **Community at Risk:** Is the project associated with a community that is listed as a Community at Risk? See the list of [Communities at Risk](#) on the Office of the State Fire Marshal web page.

☒ Yes

☐ No

Number of Communities in the project area: 15

8. **Disadvantaged/Low Income Community:** Is the project associated with a low-income community that is listed as a Community at Risk? See the information on [Priority Population Investments](#) on the California Air Resources Board web page.

☒ Yes

☐ No

If Yes, select all that applies:

☐ Disadvantaged

☒ Low Income

☐ Both

☐ Buffer Zone

9. Federal Responsibility Area: Does your project/activity include work on Federal Lands that might require a National Environmental Policy Act (NEPA) document, or use a framework similar to Good Neighbor Authority?

☐ Yes

☒ No

If Yes, please select all that apply:

☐ Good Neighbor Authority

☐ National Environmental Policy Act

Does your project/activity include work on Tribal Lands:

☐ Yes

☒ No

If yes, how many acres?

10. Project Area Statistics: For all projects, provide an estimate of the Project Influence Zone (PIZ) acres and the Treatment Influence Zone (TIZ) acres.

PIZ - The Project influence Zone (PIZ) is the broad geographic area encompassing the neighborhoods or communities that the grant proposal is designed to protect with fuel reductions, public education, or planning activities. This can be the sum of all treatment areas or could include a buffer area around the planning/public education target. Please keep the PIZ from encompassing an overly large area, unless benefits are clearly defined in the Scope-of-Work.

TIZ - Treatments are areas within a PIZ, where on-the-ground activities are accomplished (e.g. hazard fuel reductions, shaded fuel breaks, masticating, etc.). There can be multiple discrete Treatment areas associated with a PIZ. Some projects (e.g. Planning & Public Education) may NOT have treatment areas.

	LRA	FRA	SRA
Project Influence Zone (PIZ)	200.00	200.00	9,700.00
Treatment Influence Zone (TIZ)			4,294.00

Tracking #: 21-FP-MMU-0076

Page 3 of 5

Project Name: Mariposa County Fuel Reduction Equipment Purchase

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11. Project Budget: Please include a discussion of the project budget in the Scope of Work and enter the total Amount of award requested below.

Budget Item	Amount
Grant Funding Requested (\$)	72,509.18

12. CEQA Compliance: Describe how compliance with the California Environmental Quality Act (CEQA) will be achieved in the Scope of Work. Is there an existing (CEQA) document that addresses this project or can be used to meet CEQA requirements?

Please indicate the CEQA document type (For planning, education and other projects that are exempt from CEQA, select "Not Applicable"):

Not Applicable

Document Identification Number:

13. Have you applied for or received any other CAL FIRE Grants for this project?

☒ Yes

☐ No

If yes, please identify the other CAL FIRE grant program and how the additional grant will be or is being applied to this project.

21-FP-MMU-0036 (Previous Grant)

The CAL FIRE Prevention Grant was awarded last year for the amount of \$267,842.00. This Grant is being used to purchase a Caterpillar 299D2XHP Compact Track Loader and a Caterpillar 309 Excavator. Both pieces of equipment are going to be used for Fuel Reduction within Mariposa County. The additional grant in which we are currently applying for will be used to purchase attachment heads for both the Caterpillar 299D2XHP Compact Track Loader and the Caterpillar 309 Excavator. Purchasing these attachments will help Fuel Reduction Projects in Mariposa County.

Tracking #: 21-FP-MMU-0076

Page 4 of 5

Project Name: Mariposa County Fuel Reduction Equipment Purchase

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14. Application Submission:

Note to Applicant: If you modify the language contained in any part of this document, other than to fill in the blanks or to provide requested information, your application **will be rejected**.

Use the table below as a tool to make sure you have all documents ready prior to submitting the application.

Replace "XXXX" in the file name with the project's ID Number. Replace "UUU" in the file name with the 3-letter identifier for the Unit where the project is located. Unit identifiers are listed in the instructions for this application form.

Attachments	File Name
☒ Application Form (.pdf)	21-FP-MMU-0076-Application.pdf
☒ Scope of Work (.doc)	21-FP-MMU-0076-SOW.doc
☒ Project Budget (.xls)	21-FP-MMU-0076Budget.xls
☒ Project Map (.pdf)	21-FP-MMU-0076-MAP.pdf
☐ Articles of Incorporation (.pdf) - Applies to Non-Profits only	
☒ Mapping	Create a Geo Point & Polygon web link

I certify that the above and attached information is true and correct:

Original Signature Required: Grantee's Authorized Representative

Date Signed

Printed Name

Title

Executed on:

Date

at

City

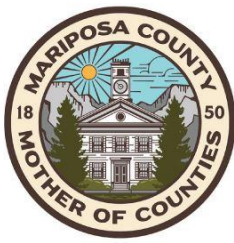
Please fill out this form completely. Be sure to save a copy of this form and all attachments for your records. Submit the application and all supporting materials to the SharePoint folder assigned to your tracking number **no later than 3:00pm PT on February 9, 2022**. Please submit the documents as early as possible to avoid unanticipated issues. **Applications submitted or modified in the SharePoint folder after this date will be considered late.** Access to SharePoint after the due date may be revoked.

Tracking #: 21-FP-MMU-0076

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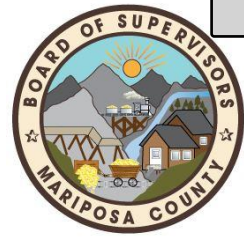
Project Name: Mariposa County Fuel Reduction Equipment Purchase

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MARIPOSA COUNTY

Fire • 209-966-4330



H.5

RESOLUTION - ACTION REQUESTED 2022-83

MEETING: February 1, 2022

TO: The Board of Supervisors

FROM: Mike Van Loben Sels, Acting Fire Chief

RE: Approve Reserve Firefighter I/II Job Description

RECOMMENDATION AND JUSTIFICATION:

Approve Job Description for Reserve Firefighter I/II

BACKGROUND AND HISTORY OF BOARD ACTIONS:

On 11/23/2021 County Fire had a discussion with the Board regarding the need to move towards a combination department comprised of paid and volunteer members. This discussion was brought forth due to declining numbers of active volunteers within the County as part of a larger drop in volunteer numbers nation wide.

Direction was given by the Board to bring back an item for approval of Reserve Firefighter I/II Job Description.

If approved County Fire will work with County Administrative Officer (CAO) to determine funding amount into County Fire budget Extra Help line.

Extra Help positions create a temporary small step towards the overall goal of continually improving our County Fire's service to our community in all areas of Fire Department responsibilities, not just responding to emergencies.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

No Reserve Firefighter I/II Extra Help Position will be utilized. Department will continue to rely on current volunteers and occasional CAL FIRE help to provide routine station and equipment maintenance, support public education events, provide support for inspections both State Fire Marshal and PRC 4291.

FINANCIAL IMPACT:

No financial impact at this time.

ATTACHMENTS:

DRAFT RESERVE FIREFIGHTER I_II (1) (PDF)

RESULT: **ADOPTED [UNANIMOUS]**

MOVER: Marshall Long, District III Supervisor

SECONDER: Wayne Forsythe, District IV Supervisor

AYES: Rosemarie Smallcombe, Tom Sweeney, Marshall Long, Wayne Forsythe

EXCUSED: Miles Menetrey

RESERVE FIREFIGHTER I/II POSITION DESCRIPTION

RESERVE FIREFIGHTER I/II

DEFINITION

Under supervision of Mariposa County Fire Command and Control Cal Fire Staff, a Reserve Firefighter I performs routine general maintenance and cleaning of fire stations, buildings and grounds to maintain compliance of local and state codes and ordinances; cleans, maintains and tests emergency equipment and apparatus; assists Fire Prevention Specialist I/II with public education and inspections; works in the Mariposa County Service Center as needed; and responds to rescue calls within two minutes during the day and three minutes in the evening performing firefighting duties, including combating, extinguishing, and preventing fires; provides medical assistance, and does other related work as directed such as recruitment projects and public promotion/education of Mariposa County Fire Department.

EXAMPLES OF DUTIES

Performs general maintenance and minor repair work as comfortable and knowledgeable to County Fire Stations including painting interiors and exteriors, cleaning of windows, cleaning of floors, windowsills, baseboards, shelves, countertops, and all other surfaces; repairing of water lines, custodial duties as assigned. Maintains grounds of County Fire Stations including sweeping, weed eating, weeding, pruning, watering, mowing, trimming, fertilizing, spraying of weed control chemicals, and maintaining irrigation systems. Uses safe procedures, methods, tools and equipment used in general maintenance work. Trouble shoots and make minor repairs as comfortable and knowledgeable of tools and equipment used in general maintenance and custodial work. Works with and assists Fire Prevention Inspector I/II with general public to conduct fire safety presentations and provides information regarding fire prevention and life safety. As requested, inspects a variety of structures and facilities ensuring compliance with all State and local fire codes. Assists in weed abatement, brush and combustible vegetation clearance inspections accordance to PRC 4291 and local ordinances. Responds to emergency calls, fire alarms and non-emergency calls to perform arduous work as a member of a fire company, operates radio and illumination generators. Administers first aid, lays and connects hose lines, moves charged hose lines, holds nozzles and directs water streams, carries, raises and climbs ladders, enters burning buildings to remove persons from danger or as a coordinated strategy/tactic to prevent further fire damage, performs salvage and overhaul tactics as directed. Uses chemical extinguishers, axes, hooks, lines, power-driven tools, cutting torches and other equipment. Ventilates by breaching walls or roofs inside/outside and on top of buildings to release heat and smoke. Place's salvage covers to prevent damage. Overhauls and cleans up after a fire to prevent rekindling; checks fire scene for point of origin and source of ignition and preserves evidence which may indicate arson or cause of fire. Returns company equipment to its proper place before leaving the emergency scene. Participates in drills and training sessions. Compiles and submits information on equivalent runs, accidents, and fire inspections.

RESERVE FIREFIGHTER II

In addition to the duties listed herein, is a recognized/qualified Driver/Operator of Type I, II, III, VI engines and Water Tenders for Mariposa County Fire.

DISTINGUISHING CHARACTERISTICS

Makes independent, sound decisions. Deals with the public in difficult work situations with tact and courtesy. Enforces pertinent fire codes, ordinances, laws and regulations with impartiality and efficiency. Organization skills and ability to learn various programs such as Service Center, Ladder Testing, Pump Testing, SCBA flow testing. The work requires an understanding of lifesaving and firefighting methods gained through a program of specialized training and through experience. Duties may involve considerable physical exertion and potential risk to health and emergency readiness while wearing heavy protective equipment and Self-Contained Breathing Apparatus. Self-starter, highly motivated to perform required duties with a high standard and ethics. Experience as a Volunteer or paid Firefighter or ability to obtain necessary training to perform the duties of a Reserve Firefighter I/II for Mariposa County Fire.

Minimum Knowledge, Skills, Abilities and Personal Characteristics

Ability to visualize how mechanical things work and understand the inter-relationship of parts; to remember and learn from oral instruction; to comprehend and learn from written material and follow written instructions; to read maps, diagrams and plans; to keep records and complete forms; to analyze situations quickly and reach sound conclusions; to remain calm and function effectively in emergency situations; to present information and ideas to individuals or groups working as an effective team member; to perform work activities which require endurance, balance, coordination, arm and shoulder strength, leg and back strength; to learn the terminology and procedures used in the fire service.

Willingness to work in a hazardous environment and risk personal safety if necessary, to learn and study on one's own time, and to take orders.

Knowledge of: applicable government codes, terminology and procedures used in the fire service, construction materials and principles, safety clothing, fire equipment and apparatus, use and maintenance of radio communications, electrical and natural gas emergency procedures, fire ground technology, watershed fires and fire handline construction, fire prevention, suspicious fire procedures, hose evolutions, the theory of combustion, rescue tools and techniques, radiological instrumentation, structural firefighting procedures, salvage, overhaul, ventilation, the buildings and streets within station boundaries, ropes and knots, hazardous materials.

Skills: Operating a variety of hand and power tools, identifying potential fire hazards, first aid treatment of injuries and burns, performing company evolutions, reading records and pre-fire planning forms.

Licenses/Certificates

Valid California driver's license.

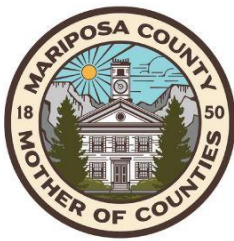
Obtain and maintain Title 22-compliant Public Safety-First Aid and CPR certification or higher. Completion of department fire academy or equivalence challenge, Firefighter task book, and maintain all relevant/required training in accordance to SOG/Policy 2.5.5

PHYSICAL QUALIFICATIONS

Candidates for Firefighter may be required to meet such medical and physical standards as prescribed by County policy and the Department physician in accordance to policy 2.3.3.

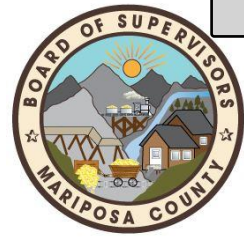
Ability to sit, stand, walk, run, kneel, crouch, stoop, reach, crawl, twist, climb, drive, and lift 70 pounds; exposure to heat, cold, extreme noise, outdoors, confining workspace, electrical hazards, vibration, chemicals and dust, toxic waste, mechanical hazards, explosive materials; and available for on-call emergency response.

This class specification lists the major duties and requirements of the job and is not all-inclusive. Incumbents may be expected to perform job-related duties other than those contained in this document.



MARIPOSA COUNTY

Probation • (209) 966 3612



H.6

RESOLUTION - ACTION REQUESTED 2022-84

MEETING: February 1, 2022

TO: The Board of Supervisors

FROM: Pete Judy, Chief Probation Officer

RE: Local Innovation Grant to First 5 Mariposa

RECOMMENDATION AND JUSTIFICATION:

Approve the allocation of \$2,250 from the Local Innovation Grant funds to First 5 Mariposa for the distribution of Child Identification Kits in Mariposa County; and authorize the Board of Supervisor's Chair to sign the Corresponding agreement.

For the past several years, the Mariposa Probation Department has offered the Local Innovation Grant through a Request for Proposals process to Mariposa County individuals, organizations and groups serving the public in ways that prevent, improve and address issues related to criminal justice. Projects can serve any age group. The kits will help parents be prepared if their child is missing or abducted; and contain valuable information that will aid law enforcement in the recovery of an abducted or missing child.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The 2011 Public Safety Realignment Act, more commonly referred to as AB109, set up several funding streams to the county that supported local control of AB109 implementation.

In 2016 the AB109 funding formula was modified by the state to add a new sub-account within the AB109 budget called the Local Innovation Account. This same year, the Board of Supervisors authorized the Chief Probation Officer to administer the funds in the Local Innovation account through a Request for Proposal (RFP) grant process, by Resolution 2016-495.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

First 5 Mariposa will not be able to purchase the Child Identification Kits and provide them to Mariposa County residents.

FINANCIAL IMPACT:

This action requests the allocation of \$2,250 from the Local Innovation Grant line item in the Adopted Budget. These funds are supported by the AB 109 Community Corrections Partnership Fund and will not impact the General Fund Budget.

ATTACHMENTS:

REF ID# 12552

Packet Pg. 189

Local Innovation Grant Agreement 2022-2023.First5Mariposa (PDF)

RESULT: **ADOPTED [UNANIMOUS]**

MOVER: Marshall Long, District III Supervisor

SECONDER: Wayne Forsythe, District IV Supervisor

AYES: Rosemarie Smallcombe, Tom Sweeney, Marshall Long, Wayne Forsythe

EXCUSED: Miles Menetrey

GRANT AGREEMENT

The AGREEMENT is entered into on the last date written below in the Fiscal Year 2022-2023 and is between the County of Mariposa, a political subdivision of the State of California ("COUNTY"), and FIRST 5 MARIPOSA, pursuant to the following terms and conditions.

WITNESSETH

WHEREAS, FIRST 5 MARIPOSA provides child identification kits to residents of Mariposa County; and

WHEREAS, COUNTY has deemed it in the public interest to provide a grant to Contractor for this service;

NOW THEREFORE, the parties hereto agree as follows:

1. COUNTY shall provide FIRST 5 MARIPOSA a sum not to exceed TWO THOUSAND TWO HUNDRED FIFTY DOLLARS (\$2,250.00) to be used by FIRST 5 MARIPOSA to implement the distribution of the child identification kits, during the period from March 1, 2022 to August 1, 2023.
2. Grant funds shall be expended solely for the purpose(s) delineated in Exhibit A.
3. COUNTY will provide a lump sum payment on or before March 1, 2022.
4. FIRST 5 MARIPOSA shall provide an annual accounting or allow a representative of the COUNTY to conduct a review of financial records related to this Agreement.
5. FIRST 5 MARIPOSA is an independent organization and is not an officer, employee, agent, or servant of COUNTY.
6. COUNTY shall have authority to terminate this Agreement at any time by providing a notice in writing to FIRST 5 MARIPOSA that the Agreement is terminated. Said Agreement shall then be deemed terminated and no further work shall be performed by FIRST 5 MARIPOSA. If the Agreement is so terminated, FIRST 5 MARIPOSA shall be paid for that percentage of the phase of work actually completed, based on a pro rata portion of the compensation for said phase satisfactorily completed at the time the notice of termination is received.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the last date written below.

COUNTY OF MARIPOSA

FIRST 5 MARIPOSA

Rosemarie Smallcombe Date
Board of Supervisors Chair

Nikki West Date
Executive Director

APPROVED AS TO LEGAL FORM

Steven W. Dahlem Date
County Counsel

Attachment: Local Innovation Grant Agreement 2022-2023.FIRST5Mariposa (RES-2022-84 : Local Innovation Grant to First 5 Mariposa)

Exhibit A

SCOPE OF WORK

Grant funds shall be used in support of the following activities:

First 5 Mariposa will distribute 1,000 National Child Identification Inkless In-Home Identification kits to parents in Mariposa County. The kits are free to parents and simple to use to collect fingerprints and a DNA sample from children. The samples do not leave the parents' possession unless provided to law enforcement in the event of an emergency.

Each year in America 450,000 children run away; 300,000 children are abducted by family members; and more than 58,000 children are abducted by non-family members. That is more than 800,000 children missing every year, one child every 40 seconds.

The target population for the ID kits are children between the age of newborn to five years old in Mariposa County. First 5 will distribute kits to parents of older children that request them. First 5 will disperse the kits through preschool and childcare centers throughout Mariposa County and make them available for all childcare providers to hand out to their clients. First 5 will also have the kits available at upcoming children's events and make them available to any parent with a young child in Mariposa County.

The goal of this project is for every parent to have a Child ID kit which includes their child's fingerprints, DNA, identifying markings and medical information that can be provided to law enforcement in an emergency. Parents who complete the kit for their child will be able to provide law enforcement with substantial information that may aid in the quicker recovery of an abducted or missing child.

First 5 Mariposa will be able to track the number of kits that are distributed, but will not be able to track the number of parents who complete the kits. First 5 Mariposa will consider the project a success if one abducted child is recovered with the help of the Child Identification kits.

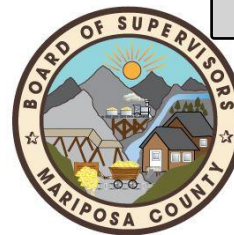
COST PROPOSAL

Proposed Budget Line Items	Grant Funds	Calculation Narrative
1. 1,000 National Child Identification Inkless In-Home Identification kits	\$2,160	1,000 kits at \$2.16 each
2. Unknown Direct Costs	\$90	Postage or mileage incurred to deliver kits.
TOTAL	\$2,250	



MARIPOSA COUNTY

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RESOLUTION - ACTION REQUESTED 2022-85

MEETING: February 1, 2022

TO: The Board of Supervisors

FROM: Pete Judy, Chief Probation Officer

RE: Local Innovation Grant to Mariposa Youth Basketball League

RECOMMENDATION AND JUSTIFICATION:

Approve the allocation of \$8,524 from the Local Innovation Account to Mariposa Youth Basketball League to expand the program to include all K-8th grade students in Mariposa County; and Authorize the Board of Supervisor's Chair to Sign the Corresponding Agreement.

For the past several years, the Mariposa Probation Department has offered the Local Innovation Grant through a Request for Proposals process to Mariposa County individuals, organizations and groups serving the public in ways that prevent, improve and address issues related to criminal justice. Projects can serve any age group.

The purchase of adjustable basketball hoops and other related equipment will expand the youth basketball program and allow younger and smaller children to participate in the sport. The league supports wellness, recovery and resilience, which are positive characteristics that can transfer to all areas of life and promote a healthy lifestyle.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The 2011 Public Safety Realignment Act, more commonly referred to as AB109, set up several funding streams to the county that supported local control of AB109 implementation.

In 2016 the AB109 funding formula was modified by the state to add a new sub-account within the AB109 budget called the Local Innovation Account. This same year, the Board of Supervisors authorized the Chief Probation Officer to administer the funds in the Local Innovation account through a Request for Proposal (RFP) grant process, by Resolution 2016-495.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Mariposa Youth Basketball League will not be able to purchase the new basketball equipment.

FINANCIAL IMPACT:

This action requests the allocation of \$8,524 from the Local Innovation Account in the Adopted Budget. These funds are supported by the AB 109 Community Corrections Partnership Fund and will not impact the General Fund Budget.

ATTACHMENTS:

Local Innovation Grant Agreement 2022-2023.YouthBasketballLeague (PDF)

RESULT: ADOPTED [UNANIMOUS]

MOVER: Wayne Forsythe, District IV Supervisor

SECONDER: Marshall Long, District III Supervisor

AYES: Rosemarie Smallcombe, Tom Sweeney, Marshall Long, Wayne Forsythe

EXCUSED: Miles Menetrey

GRANT AGREEMENT

The AGREEMENT is entered into on the last date written below in the Fiscal Year 2022-2023 and is between the County of Mariposa, a political subdivision of the State of California ("COUNTY"), and MARIPOSA YOUTH BASKETBALL LEAGUE ("MYBL"), pursuant to the following terms and conditions.

WITNESSETH

WHEREAS, MYBL shall EXPAND THE YOUTH BASKETBALL PROGRAM TO INCLUDE ALL K-8th GRADE STUDENTS in Mariposa County; and

WHEREAS, COUNTY has deemed it in the public interest to provide a grant to MYBL for this service;

NOW THEREFORE, the parties hereto agree as follows:

1. COUNTY shall provide MYBL a sum not to exceed EIGHT THOUSAND FIVE HUNDRED AND TWENTY-FOUR DOLLARS (\$8,524.00) to be used by MYBL to expand the youth basketball program, during the period from March 1, 2022 to August 1, 2023.
2. Grant funds shall be expended solely for the purpose(s) delineated in Exhibit A.
3. COUNTY will provide a lump sum payment on or before March 1, 2022.
4. MYBL shall provide an annual accounting or allow a representative of the COUNTY to conduct a review of financial records related to this Agreement.
5. MYBL is an independent organization and is not an officer, employee, agent, or servant of COUNTY.
6. COUNTY shall have authority to terminate this Agreement at any time by providing a notice in writing to MYBL that the Agreement is terminated. Said Agreement shall then be deemed terminated and no further work shall be performed by MYBL. If the Agreement is so terminated, MYBL shall be paid for that percentage of the phase of work actually completed, based on a pro rata portion of the compensation for said phase satisfactorily completed at the time the notice of termination is received.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the last date written below.

COUNTY OF MARIPOSA

MARIPOSA YOUTH BASKETBALL LEAGUE

Rosemarie Smallcombe Date
Board of Supervisors Chair

Bob Jaekle Date
President

APPROVED AS TO LEGAL FORM

Steven W. Dahlem Date
County Counsel

Attachment: Local Innovation Grant Agreement 2022-2023. YouthBasketballLeague (RES-2022-85 : Local Innovation Grant to Mariposa Youth

Exhibit A

SCOPE OF WORK

Grant funds shall be used in support of the following activities:

The Mariposa Youth Basketball League (MYBL) currently provides a youth basketball program to the third through seventh grade student community. MYBL will expand the youth basketball league program to include the Kindergarten through eighth grade student community. To accomplish this goal, MYBL will purchase age/size appropriate adjustable basketball hoops so that younger students can have a positive experience learning to play basketball.

MYBL has traditionally focused on students in grades third through seventh because students younger than third grade do not typically have the strength to make a successful shot on a standard 10-foot basketball hoop. The purchase of hoop adapters will make it possible to lower the hoop closer to the ground and toward the free throw line. This hoop adjustment will allow younger students to be able to participate in the program and be successful shooting the basketball. In addition to purchasing hoop adapters for basketball hoops inside the gym, MYBL will purchase adjustable outdoor hoops so that the basketball program can adjust to future COVID requirements. Due to COVID restrictions, MYBL could not participate in the basketball season last year. These hoops will also allow the league to run more stations to accommodate additional students.

The target population for the MYBL are students in grades first through seventh. However, all kindergarten through eighth grade students will have access to the new hoops. Additionally, no students are excluded from participating in the league program due to financial concerns. Last year, MYBL provided scholarships to over 15 students. Many at-risk youths participate and are specifically invited to participate as both participants and mentors. Students of all gender and races participate. MYBL has strategically worked with students with special needs and has made accommodations to help them be successful.

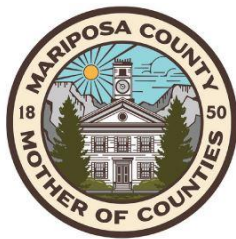
MYBL collaborated with community partners to expand the basketball league to include more youth. Through these collaborations, connections will be developed in Mariposa County through partnerships between MCUSD facilities, local schools and parents. A positive experience in MYBL will support other youth programs by improving children and parents' willingness to participate in new activities. MYBL is also family driven and provides parents a way to support their students in a non-competitive activity that recognizes each child's accomplishments.

MYBL will use the following to measure the success of the program:

- Meeting the established timelines;
- Number of registration for first and second graders; and
- Number of students who complete the MYBL 2022 season

COST PROPOSAL

Proposed Budget Line Items	Grant Funds	Calculation Narrative
1. Outdoor Basketballs	\$648	24 Balls at \$27 each
2. Backboard Adapter	\$4,758	6 Adapters at \$793 each
3. Outdoor Adjustable Hoops	\$1,926	2 Hoops at \$963 each
4. Reversible Jerseys	\$1,210	110 Jerseys at \$11 each
TOTAL	\$8,524	



MARIPOSA COUNTY

Probation • (209) 966 3612



RESOLUTION - ACTION REQUESTED 2022-86

MEETING: February 1, 2022

TO: The Board of Supervisors

FROM: Pete Judy, Chief Probation Officer

RE: Local Innovation Grant to Mariposa County Arts Council, Inc.

RECOMMENDATION AND JUSTIFICATION:

Approve the allocation of \$88,000 from the Local Innovation Account to Mariposa County Arts Council to build community capacity around creative youth development; and Authorize the Board of Supervisor's Chair to Sign the Corresponding Agreement.

For the past several years, the Mariposa Probation Department has offered the Local Innovation Grant through a Request for Proposals process to Mariposa County individuals, organizations and groups serving the public in ways that prevent, improve and address issues related to criminal justice. Projects can serve any age group.

The Creative Youth Development program is defined as deep arts learning. In addition to arts learning, it will provide young people with holistic services such as mental health counseling, academic support, college and career readiness, civic engagement, and workforce development.

Prevention and rehabilitation are significant elements in criminal justice policy. Communities can contribute to public safety by building social cohesion, collective efficacy, a sense of community and social capital through pro-social arts programming and activities that connect individuals and families to their communities.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The 2011 Public Safety Realignment Act, more commonly referred to as AB109, set up several funding streams to the county that supported local control of AB109 implementation.

In 2016 the AB109 funding formula was modified by the state to add a new sub-account within the AB109 budget called the Local Innovation Account. This same year, the Board of Supervisors authorized the Chief Probation Officer to administer the funds in the Local Innovation account through a Request for Proposal (RFP) grant process, by Resolution 2016-495.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Mariposa Arts Council will not be able to build capacity for Creative Youth Development projects and programs in Mariposa County.

FINANCIAL IMPACT:

This action requests the allocation of \$88,000 from the Local Innovation Account in the Adopted Budget. These funds are supported by the AB 109 Community Corrections Partnership Fund and will not impact the General Fund Budget.

ATTACHMENTS:

Local Innovation Grant Agreement 2022-2023.ArtsCouncil (PDF)

RESULT: ADOPTED [UNANIMOUS]

MOVER: Tom Sweeney, District II Supervisor

SECONDER: Wayne Forsythe, District IV Supervisor

AYES: Rosemarie Smallcombe, Tom Sweeney, Marshall Long, Wayne Forsythe

EXCUSED: Miles Menetrey

GRANT AGREEMENT

The AGREEMENT is entered into on the last date written below in the Fiscal Year 2022-2023 and is between the County of Mariposa, a political subdivision of the State of California ("COUNTY"), and MARIPOSA COUNTY ARTS COUNCIL, INC. (MCACI), pursuant to the following terms and conditions.

WITNESSETH

WHEREAS, MCACI shall collaborate with Mariposa County organizations to build community capacity around creative youth development; and

WHEREAS, COUNTY has deemed it in the public interest to provide a grant to MCACI for this service;

NOW THEREFORE, the parties hereto agree as follows:

1. COUNTY shall provide MCACI a sum not to exceed EIGHTY-EIGHT THOUSAND DOLLARS (\$88,000.00) to be used by MCACI to collaborate with Mariposa County organizations to build community capacity around creative youth development projects and programs, during the period from March 1, 2022 to August 1, 2023.
2. Grant funds shall be expended solely for the purpose(s) delineated in Exhibit A.
3. COUNTY will provide a lump sum payment on or before March 1, 2022.
4. MCACI shall provide an annual accounting or allow a representative of the COUNTY to conduct a review of financial records related to this Agreement.
5. MCACI is an independent organization and is not an officer, employee, agent, or servant of COUNTY.
6. COUNTY shall have authority to terminate this Agreement at any time by providing a notice in writing to MCACI that the Agreement is terminated. Said Agreement shall then be deemed terminated and no further work shall be performed by MCACI. If the Agreement is so terminated, MCACI shall be paid for that percentage of the phase of work actually completed, based on a pro rata portion of the compensation for said phase satisfactorily completed at the time the notice of termination is received.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the last date written below.

COUNTY OF MARIPOSA

MARIPOSA COUNTY ARTS COUNCIL, INC.

Rosemarie Smallcombe Date
Board of Supervisors Chair

Cara Goger Date
Executive Director

APPROVED AS TO LEGAL FORM:

Steven W. Dahlem Date
County Counsel

Attachment: Local Innovation Grant Agreement 2022-2023.ArtsCouncil (RES-2022-86 : Local Innovation Grant to Mariposa County Arts Council,

Exhibit A

SCOPE OF WORK

Grant funds shall be used in support of the following activities:

Mariposa County Arts Council will build collaborative community capacity around Creative Youth Development (CYD). Creative Youth Development is defined as deep arts learning centered in long-term, multi-generational relationships with artist mentors and cultural organizations. CYD is based in the community and culturally reflective of the young people involved. In addition to arts learning, CYD projects and programs provide young people with holistic services such as mental health counseling, academic support, college & career readiness, civic engagement, and workforce development.

Community collaboration around CYD will make it possible for local organizations to successfully compete for the influx of state funding (40 million) dedicated to Creative Youth Development programs and projects across California between 2022 and 2024. The Mariposa Arts Council will utilize the following approach to build the collaborative:

1. Establish a CYD working group consisting of experts in the fields of human services, education, indigenous education, art, arts education, creative placemaking, and youth representatives. This group will be tasked with developing rigorous best practices for CYD programming and projects in Mariposa; a multidisciplinary and culturally responsive set of evaluation instruments to measure the impact of CYD programming in Mariposa; processes and relationships needed to integrate human services/academic/workforce development resources in CYD programming across Mariposa; and outreach and communication strategies.
2. Pilot three separate CYD programs in Mariposa that will:
 - a. Apply the deliverables created by the CYD working group;
 - b. Demonstrate experience designing and implementing CYD programming and projects in Mariposa and provide the needed work samples for CYD state grants;
 - c. Provide deep, wraparound creative programming for Mariposa's most vulnerable youth.

The target population will be organizations whom are developing or implementing CYD programming and are interested in competing for future state funding. The project will also target youth in Mariposa County between the ages of 13 and 18, with a focus on the County's most vulnerable youth.

As prevention and rehabilitation become more significant elements in criminal justice policy, communities are offered an opportunity to contribute to public safety by building social cohesion, collective efficacy, a sense of community and social capital through prosocial creative programming and projects that connect individuals to their communities. The success of the project will be measured as follows:

CYD Working Group

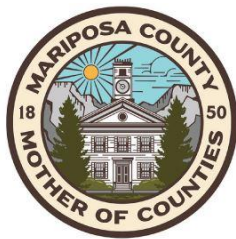
- CYD Working Group will represent and reflect the unique characteristics of Mariposa and the needs of the community;
- Smooth processes will be established to integrate academic and Human Services support services to CYD programming;
- Projects will be developed by the CYD working group that can be easily implemented by organizations and individuals interested in CYD work;
- Based on the work of the work group, local organizations and educational institutions will feel they have the framework, evaluation instruments, resources, partnerships and support needed to successfully apply for CYD funding and design a unique CYD program or project for Mariposa youth.

Pilot Projects and Programs

- Serve 100+ youth with rigorous CYD programming that combines deep participation, authentic learning experiences, wraparound support and contributes quality performances to Mariposa County's creative placemaking portfolio;
- Ample opportunities made available to apply and refine best practices, evaluation instruments, and outreach strategies developed by the working group in support of current and future CYD programming and projects in Mariposa;
- Successful collection of baseline data on youth populations in Mariposa and the impact of pilot CYD programs and projects.

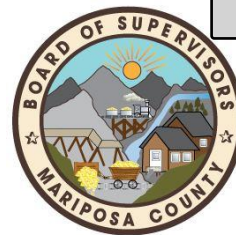
COST PROPOSAL

Proposed Budget Line Items	Grant Funds	Calculation Narrative
1. CYD Working Group Partner Stipends	\$20,000	Staff time spent developing CYD Working Group and it's deliverables @ \$5,000 per partner.
2. Evaluation Development and Infrastructure	\$12,000	Contract with professional evaluation firm (RISE) to develop two sets of culturally responsive evaluation instruments that measure a CYD program or project's impact in terms of social emotional learning and workforce development as well as an additional, process-based instrument specifically serving indigenous youth. Also, RISE research staff will train partners on best practices concerning data collection and analysis and build a secure data collection infrastructure for all CYD work in Mariposa.
3. Artists' Salaries	\$15,750	\$4,500 for 1-2 teaching artists working with MCHS Art, Welding and Counseling Departments on collaborative public art projects on campus. \$11,250 for 2-3 teaching artists to provide 250 hours of teaching, mentoring, and professional support to youth creating temporary public art projects and community performance opportunities at the multi-sited art-making hubs in Mariposa. *Please note: Due to AB5, teaching artists must be hired as employees and not contracted as independent consultants, thus these figures also include payroll taxes and workers comp. All teaching artists will be employed by the Arts Council, not the other partners.
4. Youth Leadership	18,750	2 paid youth leadership internships. These interns will serve as active members of the CYD working group and provide administrative and hands-on support for pilot programming/projects. These interns will be employed by the Alliance for Community Transformations and, potentially, the American Indian Council of Mariposa County.
5. Supplies and installation materials for permanent (MCHS) and temporary public art projects	\$6,000	Art making materials for permanent art projects at MCHS and temporary public art projects - materials for murals, sculptures, mixed media pieces, print media (posters), durable materials for photographic images, etc.
6. Food and Incentives	\$2,500	Food and incentives for youth participating in pilot projects.
7. Communication and Documentation	\$6,000	Arts Council staff time (\$30/hour) to develop documentation and communication materials for participant outreach, funding proposals, and the community at large + the cost of print materials.
8. Administrative Costs	\$7,000	Administrative costs associated with developing MOUs between partners, conducting searches/hiring artists/live-scanning artists, contracting with professional evaluator, project and deliverable management. Executive Director (\$40/hour) - \$3,000 Operations Manager (\$35/hour) - \$1,200 Project Coordinator (\$30/hour) - \$2,800
TOTAL	\$88,000	



MARIPOSA COUNTY

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RESOLUTION - ACTION REQUESTED 2022-87

MEETING: February 1, 2022

TO: The Board of Supervisors

FROM: Pete Judy, Chief Probation Officer

RE: Local Innovation Grant to Alliance for Community Transformations

RECOMMENDATION AND JUSTIFICATION:

Approve the allocation of \$9,521 from the Local Innovation Account to Alliance for Community Transformations for website design and development for the Heritage House Program; and Authorize the Board of Supervisor's Chair to Sign the Corresponding Agreement.

For the past several years, the Mariposa Probation Department has offered the Local Innovation Grant through a Request for Proposals process to Mariposa County individuals, organizations and groups serving the public in ways that prevent, improve and address issues related to criminal justice. Projects can serve any age group.

The design and development of an interactive website for the Heritage House Program will provide easy access for consumers. The website will provide consumers with a safe space to learn and engage in services, and will provide updated information and links to community partners.

The rural nature of Mariposa County creates barriers for residents to access much needed and limited resources. Many residents often lack the transportation required to access services. Offering web based services will help reduce these barriers for consumers who need support for mental illness, substance abuse or other wellness services.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The 2011 Public Safety Realignment Act, more commonly referred to as AB109, set up several funding streams to the county that supported local control of AB109 implementation.

In 2016 the AB109 funding formula was modified by the state to add a new sub-account within the AB109 budget called the Local Innovation Account. This same year, the Board of Supervisors authorized the Chief Probation Officer to administer the funds in the Local Innovation account through a Request for Proposal (RFP) grant process, by Resolution 2016-495.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Alliance for Community Transformations will not be able to design and develop an interactive website for the Heritage House Program and its consumers.

FINANCIAL IMPACT:

This action requests the allocation of \$9,521 from the Local Innovation Account in the Adopted Budget. These funds are supported by the AB 109 Community Corrections Partnership Fund and will not impact the General Fund Budget.

ATTACHMENTS:

Local Innovation Grant Agreement 2022-2023.AllianceHeritagehouse (PDF)

RESULT: ADOPTED [UNANIMOUS]

MOVER: Marshall Long, District III Supervisor

SECONDER: Tom Sweeney, District II Supervisor

AYES: Rosemarie Smallcombe, Tom Sweeney, Marshall Long, Wayne Forsythe

EXCUSED: Miles Menetrey

GRANT AGREEMENT

The AGREEMENT is entered into on the last date written below in the Fiscal Year 2022-2023 and is between the County of Mariposa, a political subdivision of the State of California ("COUNTY"), and ALLIANCE FOR COMMUNITY TRANSFORMATIONS ("ALLIANCE"), pursuant to the following terms and conditions.

WITNESSETH

WHEREAS, ALLIANCE shall perform WEBSITE DESIGN AND DEVELOPMENT; and

WHEREAS, COUNTY has deemed it in the public interest to provide a grant to ALLIANCE for this service;

NOW THEREFORE, the parties hereto agree as follows:

1. COUNTY shall provide ALLIANCE a sum not to exceed NINE THOUSAND FIVE HUNDRED AND TWENTY-ONE DOLLARS (\$9,521.00) to be used by ALLIANCE to perform website design and development, during the period from March 1, 2022 to August 1, 2023.
2. Grant funds shall be expended solely for the purpose(s) delineated in Exhibit A.
3. COUNTY will provide a lump sum payment on or before March 1, 2022.
4. ALLIANCE shall provide an annual accounting or allow a representative of the COUNTY to conduct a review of financial records related to this Agreement.
5. ALLIANCE is an independent organization and is not an officer, employee, agent, or servant of COUNTY.
6. COUNTY shall have authority to terminate this Agreement at any time by providing a notice in writing to ALLIANCE that the Agreement is terminated. Said Agreement shall then be deemed terminated and no further work shall be performed by ALLIANCE. If the Agreement is so terminated, ALLIANCE shall be paid for that percentage of the phase of work actually completed, based on a pro rata portion of the compensation for said phase satisfactorily completed at the time the notice of termination is received.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the last date written below.

COUNTY OF MARIPOSA

ALLIANCE FOR COMMUNITY TRANSFORMATIONS

Rosemarie Smallcombe Date
Board of Supervisors Chair

Alison Tudor Date
Director

APPROVED AS TO LEGAL FORM

Steven W. Dahlem Date
County Counsel

Attachment: Local Innovation Grant Agreement 2022-2023, AllianceHeritagehouse (RES-2022-87 : Local Innovation Grant to Alliance for

Exhibit A

SCOPE OF WORK

Grant funds shall be used in support of the following activities:

This project will improve access to the services, supports, and activities offered by the Heritage House and its community partners by creating an interactive website with optimized mobile and chat functions, virtual drop-in office hours, and links to community partners. This new website will provide easy access for consumers, a safe space to learn and engage and will provide current information. With more people going mobile, we need to be able to reach consumers through a personal computer or mobile device. This project will help reduce barriers to accessing the care consumers need and will aim to connect people to community-based services without the cost and barrier of transportation or other access issues.

Alliance for Community Transformations will contract with Agape Creative Studios, who has established a successful track record in providing web design services. Agape Creative Studios will deliver current coding and integrated database, customized website theme, create a responsive design for mobile access, update the Heritage House brand, update social media assets, and provide staff training on website, calendar use, and functionality.

This project will include 25 pages of the following website content:

- About Us;
- Staff Information;
- Office Hours
- Services Offered
- How to Get Involved;
- Employment Opportunities
- Volunteer Information;
- How to Donate;
- Event Calendars and Contact Information
- Schedule an Appointment or virtual video
- Provide Links to Community Partners

This project is a relevant approach and will be successful because it is also supported by some key web accessibility statistics that show 92% of consumers are more likely to support a business that is physically and digitally accessible; the use of mobile screen readers has increased by 70% since 2011; 54% of adults living with a disability go online; and 71% of disabled customers with access needs will leave a website they find difficult to use.

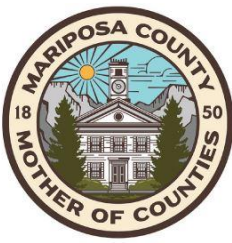
This project will target adult individuals and their families throughout the County of Mariposa who are experiencing food insecurities, housing insecurities, difficulty with alcohol and substance abuse, are involved in the criminal justice system, or recently released from incarceration.

Since Mariposa County is rural in nature, access to Heritage House's limited resources is further compounded by the distance between residences and services. This barrier is a serious obstacle to the health and wellness of community members, many of whom have serious mental illness, substance use disorders, or lack the basic skills, supports, and/or resources to access services, including transportation. Substance use is a known risk factor for re-offending and people with substance use disorders are more likely to be arrested or to violate the terms of their probation supervision in the community if they have limited or no access to treatment services. This project will minimize these challenges and is important because it will help keep people connected to support networks, services, and provide the opportunity for engagement.

The project will be measured by the website traffic over the course of the first year, count increase in utilization of the chat function, virtual office hours, and track the amount of services provided. An internal survey has been completed which suggested that the website is not user friendly, and information is hard to find. Once live, a second survey will be conducted that will measure improvement in ease of use and accessibility.

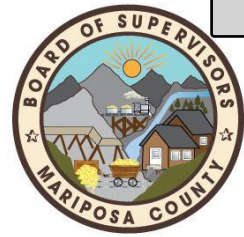
COST PROPOSAL

Proposed Budget Line Items	Grant Funds	Calculation Narrative
1. Web Design and Development: Contract with Agape Creative Studios to plan, design, & execute the technical aspects of this project. Down payment of 50% of contract	\$4,250	Website Design Deposit 50% of total cost of \$8,500
2. Web Site Design and Development.	\$4,250	Website Design Balance Due 50% of total cost of \$8,500
3. Program Director time: MHH Program Director will oversee this project, gather input from stakeholders and employees, and work closely with the Agape Creative Studios team throughout the duration of the project.	\$844	\$5,629.87 x three months x 5%
4. Benefits: 21% of staff time	\$177	\$844 x 21% of benefit cost
TOTAL	\$9,521.00	



MARIPOSA COUNTY

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H.10

RESOLUTION - ACTION REQUESTED 2022-88

MEETING: February 1, 2022

TO: The Board of Supervisors

FROM: Pete Judy, Chief Probation Officer

RE: Local Innovation Grant to Mariposa County Unified School District-MCHS Program

RECOMMENDATION AND JUSTIFICATION:

Approve the allocation of \$5,687 from the Local Innovation Account to the Mariposa County Unified School District for the Mariposa County High School Math Contextualized in Construction Program; and Authorize the Board of Supervisor's Chair to Sign the Corresponding Agreement.

For the past several years, the Mariposa Probation Department has offered the Local Innovation Grant through a Request for Proposals process to Mariposa County individuals, organizations and groups serving the public in ways that prevent, improve and address issues related to criminal justice. Projects can serve any age group.

This program will incorporate several small projects into the current math curriculum to give students experience with the practical hands-on application of mathematics. The projects will require students to interpret plans and equations to build wooden boxes, stairs, shed, playhouse, outdoor kitchen, or tiny home, depending on funding and student math skills learned throughout the year.

Students who do not complete the math requirements for high school are less likely to graduate. In California, students who do not graduate are 3.5 times more likely to be arrested than those who graduate from high school.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The 2011 Public Safety Realignment Act, more commonly referred to as AB109, set up several funding streams to the county that supported local control of AB109 implementation.

In 2016 the AB109 funding formula was modified by the state to add a new sub-account within the AB109 budget called the Local Innovation Account. This same year, the Board of Supervisors authorized the Chief Probation Officer to administer the funds in the Local Innovation account through a Request for Proposal (RFP) grant process, by Resolution 2016-495.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

REF ID# 12564

Mariposa County High School will not have the funding to implement the Math Contextualized in Construction Program.

FINANCIAL IMPACT:

This action requests the allocation of \$5,687 from the Local Innovation Account in the Adopted Budget. These funds are supported by the AB 109 Community Corrections Partnership Fund and will not impact the General Fund Budget.

ATTACHMENTS:

Local Innovation Grant Agreement 2022-2023.MCUSD.MCHS (PDF)

RESULT: ADOPTED [UNANIMOUS]

MOVER: Wayne Forsythe, District IV Supervisor

SECONDER: Marshall Long, District III Supervisor

AYES: Rosemarie Smallcombe, Tom Sweeney, Marshall Long, Wayne Forsythe

EXCUSED: Miles Menetrey

GRANT AGREEMENT

The AGREEMENT is entered into on the last date written below in the Fiscal Year 2022-2023 and is between the County of Mariposa, a political subdivision of the State of California ("COUNTY"), and MARIPOSA COUNTY UNIFIED SCHOOL DISTRICT ("MCUSD"), pursuant to the following terms and conditions.

WITNESSETH

WHEREAS, MCUSD shall perform THE TEACHING OF STANDARD MATH CURRICULUM THROUGH THE CONTEXT OF HANDS-ON CONSTRUCTION ACTIVITIES THAT SHOW STUDENTS THE RELEVANCE OF MATH AT THE MARIPOSA COUNTY HIGH SCHOOL; and

WHEREAS, COUNTY has deemed it in the public interest to provide a grant to MCUSD for this service;

NOW THEREFORE, the parties hereto agree as follows:

1. COUNTY shall provide MCUSD a sum not to exceed FIVE THOUSAND SIX HUNDRED EIGHTY-SEVEN DOLLARS (\$5,687) to be used by MCUSD at the Mariposa County High School to perform instruction on standard math curriculum through hands-on construction activities, during the period from March 1, 2022 to August 1, 2023.
2. Grant funds shall be expended solely for the purpose(s) delineated in Exhibit A.
3. COUNTY will provide a lump sum payment on or before March 1, 2022.
4. MCUSD shall provide an annual accounting or allow a representative of the COUNTY to conduct a review of financial records related to this Agreement.
5. MCUSD is an independent organization and is not an officer, employee, agent, or servant of COUNTY.
6. COUNTY shall have authority to terminate this Agreement at any time by providing a notice in writing to MCUSD that the Agreement is terminated. Said Agreement shall then be deemed terminated and no further work shall be performed by MCUSD. If the Agreement is so terminated, MCUSD shall be paid for that percentage of the phase of work actually completed, based on a pro rata portion of the compensation for said phase satisfactorily completed at the time the notice of termination is received.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the last date written below.

COUNTY OF MARIPOSA

MARIPOSA COUNTY UNIFIED SCHOOL DISTRICT

Rosemarie Smallcombe Date
Board of Supervisors Chair

Jeff Aranguena Date
Superintendent

APPROVED AS TO LEGAL FORM:

Steven W. Dahlem Date
County Counsel

Attachment: Local Innovation Grant Agreement 2022-2023.MCUSD.MCHS (RES-2022-88 : Local Innovation Grant to Mariposa County Unified

Exhibit A

SCOPE OF WORK

Grant funds shall be used in support of the following activities:

The goal of this project is to incorporate several small projects into the current math curriculum to give students hands-on context and motivation to succeed in math. These include interpreting plans and equations to create wooden boxes, building stairs to understand slope, using proportions to scale plans and indirectly measure objects, and build strong measurement skills to reinforce addition and multiplication of fractions. The year will culminate in a full scale construction of a shed, playhouse, outdoor kitchen, or tiny home frame, depending on student skills and funding. The construction project will incorporate the student's math and construction skills learned throughout the year.

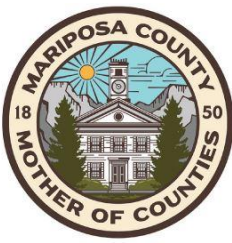
The targeted population is 9th and 10th grade students that have failed 8th grade math, causing them to be off track for graduation. However, many of them have failed several math classes in a row and are at-risk of dropping out at a very young age. Typically, these classes have a high representation of foster youth, homeless youth and students with disabilities and are all considered "at-risk" because they are behind one year of math. In order to graduate from high school on time, high school students cannot fail another math class. This makes retaking and passing this class critical, because it means that a solid math foundation needs to be laid for them to pass future classes. Students who do not complete the math requirements are far less likely to graduate. In California, those who do not graduate are 3.5 times more likely to be arrested than those that do. By teaching math through a hands-on manner and showing the relevance of the material being taught, we hope to set these students up for success throughout their high school career and life.

Educational research has shown that ninth grade is a "make-or-break" year for student's graduation rates. By helping these at-risk students who have failed a math class, to get back on track in math class, will greatly increase graduation rates. Contextualizing math has proved to be a valuable way to increase student success in the classroom. Nathan Savig will be the primary teacher and project coordinator for this class. To help students understand the relevance of math, students will go on field trips to local construction sites and manufacturing companies; or guest speakers will be invited to talk to them in the classroom about the relevance of math in their work. Connections with Yosemite National Park's facilities and historic restoration department as well as local electrical and construction contractors have already been established.

In the first year success will be measured by the students' mathematics growth, participation, and pass rates. This data is already collected through standardized testing and can be compared with data from prior years for students who were placed in remedial math classes or passed on to math classes they were not ready for. Overall success will be evaluated after several years based on following these students through their high school careers. Although it is difficult to eliminate other factors on a student's education (classes, home life, moving to other schools), by comparing the students who took Contextualized in Construction to their peers we can see if the class had an impact on math completion rates and overall graduation rates.

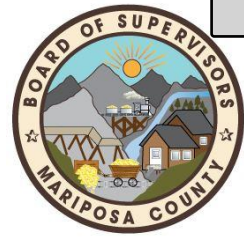
COST PROPOSAL

Proposed Budget Line Items	Grant Funds	Calculation Narrative
1. Lumber and materials for slope activities (stair construction)	\$471.44	32 - 2x6x8 @ \$7.12 10 - 2x12x10 @ \$18.86 50lbs 16d nails @ \$55
2. Safety equipment and hand tools for student construction	\$915.80	4 - 6 ft ladders @ \$89 20 - Tool belts @ \$12.98 20 - Hammers @ \$5.88 20 - Safety Glasses @ \$2.38 20 - Hard Hats @ \$6.75
3. One time tool purchases for construction	\$1,302.17	4 - Drill, driver, circular, sawCombos @ \$179 1 - Compound sliding miter saw and stand @ \$586.17
4. One time tool purchases for measurement and layout	\$719.64	20 - tape measures @ \$13.17 20 Speed Squares @ \$16.89 10 - Chalk Lines @ \$6.97 2 - 50ft tape measures @ \$24.37
5. Lumber and materials for cumulative large project (project estimating and layout)	\$2,278.56	Prices are based on previous year's shed project scaled up incost by 20% based on increased lumber costs. Includes framing lumber, siding, roofing, paint, doors, and windows.
TOTAL	\$5,687.61	



MARIPOSA COUNTY

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H.11

RESOLUTION - ACTION REQUESTED 2022-89

MEETING: February 1, 2022

TO: The Board of Supervisors

FROM: Pete Judy, Chief Probation Officer

RE: Local Innovation Grant to Mariposa Safe Families, Inc.

RECOMMENDATION AND JUSTIFICATION:

Approve the allocation of \$33,600 from the Local Innovation Account to Mariposa Safe Families, Inc. to implement the Mothers Empowering Mothers Support Group; and Authorize the Board of Supervisor's Chair to Sign the Corresponding Agreement.

For the past several years, the Mariposa Probation Department has offered the Local Innovation Grant through a Request for Proposals process to Mariposa County individuals, organizations and groups serving the public in ways that prevent, improve and address issues related to criminal justice. Projects can serve any age group.

This support group will be organized and lead by mothers in all stages of motherhood. The group will provide mothers an opportunity to share their stories, struggles and strengths, learn life skills and engage in fun activities. The Mothers Empowering Mothers Support Group is designed to empower every woman to be a good mother and role model for their children, improving parent-child relations. Mariposa Safe Families, Inc. will provide the location, child care, activities and training for the support group.

Children raised by a confident, health and understanding mother will have a positive lifelong impact in the life of a child. Participation in the support group will help mothers understand the importance of their role in their child's life and learn how to manage their lives to meet all of their child's needs, while maintaining their own health and well-being.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The 2011 Public Safety Realignment Act, more commonly referred to as AB109, set up several funding streams to the county that supported local control of AB109 implementation.

In 2016 the AB109 funding formula was modified by the state to add a new sub-account within the AB109 budget called the Local Innovation Account. This same year, the Board of Supervisors authorized the Chief Probation Officer to administer the funds in the Local Innovation account through a Request for Proposal (RFP) grant process, by Resolution 2016-495.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Mariposa Safe Families, Inc. will not be able to implement the Mothers Empowering Mothers Support Group.

FINANCIAL IMPACT:

This action requests the allocation of \$33,600 from the Local Innovation Account in the Adopted Budget. These funds are supported by the AB 109 Community Corrections Partnership Fund and will not impact the General Fund Budget.

ATTACHMENTS:

Local Innovation Grant Agreement 2022-2023.MariposaSafeFamilies (PDF)

RESULT: ADOPTED [UNANIMOUS]

MOVER: Marshall Long, District III Supervisor

SECONDER: Wayne Forsythe, District IV Supervisor

AYES: Rosemarie Smallcombe, Tom Sweeney, Marshall Long, Wayne Forsythe

EXCUSED: Miles Menetrey

GRANT AGREEMENT

The AGREEMENT is entered into on the last date written below in the Fiscal Year 2022-2023 and is between the County of Mariposa, a political subdivision of the State of California ("COUNTY"), and MARIPOSA SAFE FAMILIES, INC. ("MSF"), pursuant to the following terms and conditions.

WITNESSETH

WHEREAS, MSF shall provide the MOTHERS EMPOWERING MOTHERS SUPPORT GROUP to Mariposa County residents; and

WHEREAS, COUNTY has deemed it in the public interest to provide a grant to MSF for this service;

NOW THEREFORE, the parties hereto agree as follows:

1. COUNTY shall provide MSF a sum not to exceed THIRTY-THREE THOUSAND SIX HUNDRED DOLLARS (\$33,600.00) to be used by MSF to provide a support group for mothers, during the period from March 1, 2022 to August 1, 2023.
2. Grant funds shall be expended solely for the purpose(s) delineated in Exhibit A.
3. COUNTY will provide a lump sum payment on or before March 1, 2022.
4. MSF shall provide an annual accounting or allow a representative of the COUNTY to conduct a review of financial records related to this Agreement.
5. MSF is an independent organization and is not an officer, employee, agent, or servant of COUNTY.
6. COUNTY shall have authority to terminate this Agreement at any time by providing a notice in writing to MSF that the Agreement is terminated. Said Agreement shall then be deemed terminated and no further work shall be performed by MSF. If the Agreement is so terminated, MSF shall be paid for that percentage of the phase of work actually completed, based on a pro rata portion of the compensation for said phase satisfactorily completed at the time the notice of termination is received.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the last date written below.

COUNTY OF MARIPOSA

MARIPOSA SAFE FAMILIES, INC.

Rosemarie Smallcombe Date
Board of Supervisors Chair

Megan Atkinson Date
Executive Director

APPROVED AS TO LEGAL FORM

Steven W. Dahlem Date
County Counsel

Exhibit A

SCOPE OF WORK

Grant funds shall be used in support of the following activities:

The Mothers Empowering Mothers Support Group (MEMS) will provide a safe, judgement free, substance free zone for mothers to share their story, challenges, strengths and needs with each other. Parent mentors will be present at these groups to support women through the journey of motherhood. Mariposa Safe Families, Inc. (MSFI) is ready to begin this program and has five mothers pre-enrolled for the MEMS program. MSFI anticipates serving 16-20 mothers monthly.

MEMS groups will teach healthy parenting skills and life skills, which will give mothers an increased sense of empowerment and feeling of belonging. "MEMS" groups will be held on a bi-weekly basis with sessions held once every two weeks for two hours in the evenings. MSFI will provide dinner to all participants and a child safe play area. The sessions will consist of ice breakers at the start of every session and then work into an activity with discussion.

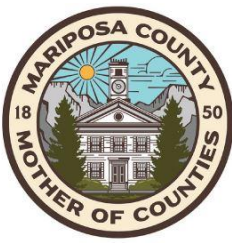
With input from mothers in the Mariposa community, MEMS will calendar session activities a month in advance, so that MEMS participants will know what to expect at each session. The session activities will include arts and crafts, cooking, sewing, budgeting, basic vehicle maintenance, communication skills, youth culture classes, family focused activities, parental sensitivity, parenting support (alternative, proper discipline, working with teachers and school staff, etc.), creating and maintaining a healthy relationship with your children, having those tough conversations with your children (drug use, sex, alcohol use, etc.), positive parenting techniques, and much more. MSFI will also assist mothers with transportation to and from MEMS groups and sessions.

The target population will be all mothers and female guardians of minors residing in Mariposa County and are in need of support services. MSFI will collaborate closely with Mariposa County Health and Human Services Agency on the referral process for mothers who are working with MCHSA.

All MEMS registration and intake materials will collect demographic data from participants in a compassionate, humane, and confidential manner. MSFI evaluates and examines their programs every six months to determine how well the group, program or initiative is being implemented and to assess whether the group, program, or initiatives are meeting the objectives and deliverables. The same evaluation will be conducted on the MEMS program. MSFI will also utilize surveys during client's enrollment in MEMS. These surveys will indicate what the mother has learned, from the program, what can be done better, and identify goals and objectives and gauge whether the goals and objectives have been met over time. Additionally, we will work closely with our partner agencies and organizations to identify the results they are seeing from their client's participation in the program as well. When you work one on one with families, you can see the changes occurring right before your eyes. There will be a number of ways that we will monitor the success of the program and whether or not it is beneficial to our local families and is a sustainable program.

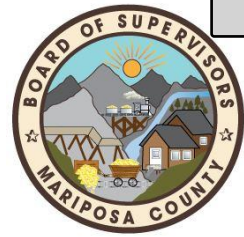
COST PROPOSAL

Proposed Budget Line Items	Grant Funds	Calculation Narrative
1. MSFI Personnel/Personnel Costs	\$12,900.00	20 hrs. per month at \$35/hr X 12 months plus other personnel costs (liability insurance, workmen's compensation insurance, other)
2. Mother Mentor	\$5,400.00	Contracted position to lead the MEMS groups and sessions and work one on one with individual participants
3. MEMS Program Expenses and Supplies	\$10,500.00	Cost of guest speakers, curriculum and educational materials, fuel, groceries, and space rental for group and learning sessions
4. Office Expenses and Supplies	\$4,800.00	Printing/copying costs for program flyers, project materials, phone and utility costs.
TOTAL	\$33,600.00	



MARIPOSA COUNTY

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H.12

RESOLUTION - ACTION REQUESTED 2022-90

MEETING: February 1, 2022

TO: The Board of Supervisors

FROM: Pete Judy, Chief Probation Officer

RE: Local Innovation Grant to Mariposa County Unified School District-Monarch Academy

RECOMMENDATION AND JUSTIFICATION:

Approve the allocation of \$2,387 from the Local Innovation Account to the Mariposa County Unified School District's Monarch Academy for the construction of dog houses for needy families in Mariposa County; and Authorize the Board of Supervisor's Chair to Sign the Corresponding Agreement.

For the past several years, the Mariposa Probation Department has offered the Local Innovation Grant through a Request for Proposals process to Mariposa County individuals, organizations and groups serving the public in ways that prevent, improve and address issues related to criminal justice. Projects can serve any age group.

This project was developed in response to a request from Habitat for Humanity for the donation of dog houses to community members in need. Monarch Academy students will be taught how to develop plans and build the dog houses for donation to a community member. Students will learn the importance of community service, and have the opportunity to develop positive interactions with members of local organizations and the Mariposa community.

Students in the Monarch Academy are at-risk youth served by the school district. These students traditionally have a higher incarceration and drop-out rate than their peers in regular school settings. By giving these students an opportunity to learn applicable skills while meeting a community need, there is hope that the students and their parents will share a sense of pride in their accomplishment, create a positive parent-child experience, and facilitate positive community relationships.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The 2011 Public Safety Realignment Act, more commonly referred to as AB109, set up several funding streams to the county that supported local control of AB109 implementation.

In 2016 the AB109 funding formula was modified by the state to add a new sub-account within the AB109 budget called the Local Innovation Account. This same year, the Board of Supervisors authorized the Chief Probation Officer to administer the

funds in the Local Innovation account through a Request for Proposal (RFP) grant process, by Resolution 2016-495.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Monarch Academy will not have the funding to build dog houses for needy families in the community.

FINANCIAL IMPACT:

This action requests the allocation of \$2,387 from the Local Innovation Account in the Adopted Budget. These funds are supported by the AB 109 Community Corrections Partnership Fund and will not impact the General Fund Budget.

ATTACHMENTS:

Local Innovation Grant Agreement 2022-2023.MCUSDMonarch (PDF)

RESULT: ADOPTED [UNANIMOUS]

MOVER: Marshall Long, District III Supervisor

SECONDER: Wayne Forsythe, District IV Supervisor

AYES: Rosemarie Smallcombe, Tom Sweeney, Marshall Long, Wayne Forsythe

EXCUSED: Miles Menetrey

GRANT AGREEMENT

The AGREEMENT is entered into on the last date written below in the Fiscal Year 2022-2023 and is between the County of Mariposa, a political subdivision of the State of California (“COUNTY”), and MARIPOSA COUNTY UNIFIED SCHOOL DISTRICT (“MCUSD”), pursuant to the following terms and conditions.

WITNESSETH

WHEREAS, MCUSD shall perform THE CONSTRUCTION OF DOG HOUSES FOR NEEDY FAMILIES IN MARIPOSA COUNTY BY STUDENTS OF THE MONARCH ACADEMY; and

WHEREAS, COUNTY has deemed it in the public interest to provide a grant to MCUSD for this service;

NOW THEREFORE, the parties hereto agree as follows:

1. COUNTY shall provide MCUSD a sum not to exceed TWO THOUSAND THREE HUNDRED EIGHTY-SEVEN DOLLARS (\$2,387) to be used by MCUSD at the Monarch Academy to build dog houses, during the period from March 1, 2022 to August 1, 2023.
2. Grant funds shall be expended solely for the purpose(s) delineated in Exhibit A.
3. COUNTY will provide a lump sum payment on or before March 1, 2022.
4. MCUSD shall provide an annual accounting or allow a representative of the COUNTY to conduct a review of financial records related to this Agreement.
5. MCUSD is an independent organization and is not an officer, employee, agent, or servant of COUNTY.\
6. COUNTY shall have authority to terminate this Agreement at any time by providing a notice in writing to MCUSD that the Agreement is terminated. Said Agreement shall then be deemed terminated and no further work shall be performed by MCUSD. If the Agreement is so terminated, MCUSD shall be paid for that percentage of the phase of work actually completed, based on a pro rata portion of the compensation for said phase satisfactorily completed at the time the notice of termination is received.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the last date written below.

COUNTY OF MARIPOSA

MARIPOSA COUNTY UNIFIED SCHOOL DISTRICT

Rosemarie Smallcombe
Board of Supervisors Chair

Date _____

Jeff Aranguena
Superintendent

APPROVED AS TO LEGAL FORM

 Steven W. Dahlem Date
 County Counsel

Exhibit A

SCOPE OF WORK

Grant funds shall be used in support of the following activities:

The goal of this project is to teach students to work with their hands to create items which benefit the community in a tangible way. This project was developed to respond to a request from Habitat for Humanity for the donation of dog houses to those in need.

The targeted population to benefit from this project include two distinct groups. The first group are the students of the Monarch Academy are at risk youth enrolled in the Mariposa County Unified School District. These students traditionally have a much higher incarceration rate and drop-out rate. Monarch Academy students includes boys and girls between ten and thirteen years of age. Many of these students come from broken homes and homes with at least one incarcerated parent.

The second targeted population to be served by this project will be the community members or organizations who receive the items constructed by the students. The goal is for the students to feel the success and accomplishment of meeting a community need. These students typically thrive from interactions with pets/animals. Unfortunately, not every family can afford to have a pet.

Research shows that a person's ability to connect with an animal directly correlates to their ability to form relationships, make connections and care for themselves and others. This project will give these students the opportunity to develop the skills required to make new relationships and connections within the community. Monarch Academy's main goal is to focus on student wellness, recovery and resilience, for the students and their parents; who are frequently involved with county service providers. When the parents of the students see they can be successful with "real world" skills, it can create a positive family environment that fills both the child and parent with pride.

Under the supervision and at the direction of Bob Jaekle, the teacher at Monarch Academy, and his two paraprofessionals, students will build dog houses and similar items for needy families in the community and donate these items to various organizations. SPCA, Habitat for Humanity and other organizations have indicated that there is a need for this service. By teaching students how to plan, build, and finish these projects, students will learn useful skills and may develop a desire to serve and give back to their community.

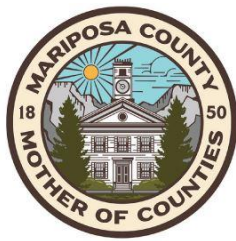
Project funding will provide safety equipment, tools and lumber necessary to build these items at the classroom site. All students using tools will be trained in the safety and proper use of these tools, and monitored for safety at all times.

The success of the project will be measured by:

- Students' engagement in the activity;
- Students' ability to build an identified number of dog houses;
- Students' ability to work with community groups to locate families for the dog houses;
- Students' ability to learn safe construction skills; and
- Students' success in regulating and achieving their behavior goals.

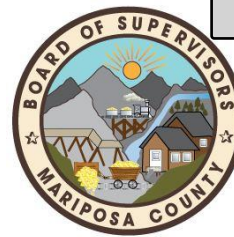
COST PROPOSAL

Proposed Budget Line Items	Grant Funds	Calculation Narrative
1. Safety Gloves	\$120	6 pairs of gloves \$20 each
2. Safety Glasses	\$28	1 pack \$28 each
3. Levels	\$26	1 straight Level \$18.50 1 post level \$7.50
4. Sawhorse Set	\$44.75	1 Set of 2 at \$44.75
5. Cordless Saw/Drill set	\$140.00	1 Set at \$140
6. Measuring Tape	\$32.40	3 measuring tapes at \$10.80 each
7. Hammers	\$39	3 hammers at \$13 each
8. Hand Saw	\$26	1 Hand Saw at \$26 each
9. Pull Saw	\$39	1 Pull saw at \$39 each
10. OSB for Roof and Floor	\$649.50	\$43.50 each
11. Wall Panel Sheeting	\$844.50	15 sheets at \$56.30 each
12. Wall/Roof Studs	\$195.00	52 pieces at \$3.75 each
13. Caulking	\$67.30	1 pack 12ct. outdoor caulking at \$67.30 each
14. Fasteners	\$58	1 pack 50lb nails \$58 each
15. Roof Shingles	\$129.60	4 packs Roof shingles at \$32.40 each
16. Roofing Nails	\$13	1 pack 5lb roofing nails at 13 each
TOTAL	\$2,387.05	



MARIPOSA COUNTY

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



I.1

MARSHALL LONG, CHAIR
ROSEMARIE SMALLCOMBE, VICE-CHAIR
TOM SWEENEY
WAYNE FORSYTHE
MILES MENETREY

DISTRICT III
DISTRICT I
DISTRICT II
DISTRICT IV
DISTRICT V

ACTION SUMMARY MINUTES

January 4, 2022

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

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

B. Pledge of Allegiance

Chair Long led the Pledge.

C. Introductions

None.

D. Selection of Chair and Vice-Chair

1. Clerk of the Board of Supervisors RES-2022-1

Selection of the Board of Supervisors Chair for 2022

René LaRoche/Clerk of the Board gave the staff report. No public input.

ACTION: Rosemarie Smallcombe was selected as the 2022 Board Chair.

RESULT: ADOPTED [UNANIMOUS]

MOVER: Wayne Forsythe, District IV Supervisor

SECONDER: Miles Menetrey, District V Supervisor

AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

2. Clerk of the Board of Supervisors RES-2022-2

Selection of the Board of Supervisors Vice-Chair for 2022

René LaRoche gave the staff report. No public input.

ACTION: Miles Menetrey was selected as the 2022 Board Vice-Chair.

RESULT: ADOPTED [UNANIMOUS]

MOVER: Marshall Long, District III Supervisor

SECONDER: Wayne Forsythe, District IV Supervisor

AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

E. Presentation of Gavel Plaque

1. **Board of Supervisors (ID # 12403)**

Presentation of the Gavel Plaque to Supervisor Long for Serving as the 2021 Board of Supervisors Chair (Board Chair)

No public input.

Chair Smallcombe presented the gavel plaque to Supervisor Long.

RESULT: PRESENTATION MADE

Announcement regarding continued 2 PM item.

Chair Smallcombe announced that the 2:00 PM item is being continued to January 25, 2022 at 2:00 PM, or as soon thereafter as the matter may be heard.

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

No public input.

RESULT: ADOPTED [UNANIMOUS]

MOVER: Marshall Long, District III Supervisor

SECONDER: Wayne Forsythe, District IV Supervisor

AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

CA1. Health and Human Services RES-2022-3

Resolution Continuing a Shelter Crisis Local Emergency in Mariposa County

CA2. Health and Human Services RES-2022-4

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

CA3. Sheriff's Office RES-2022-5

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

CA4. Item Withdrawn

CA5. Board of Supervisors

Approve the Minutes of Tuesday, December 14, 2021

CA6. Building RES-2022-6

Approve an Increase in Extra-Help Hours from 999 Hours to 1,200 Hours for the Extra Help Development Services Technician (DST) Position to Provide Front Counter Assistance Until a Permanent DST is Allocated and Hired

CA7. HHS/Behavioral Health & Recovery Services RES-2022-7

Approve an Agreement with Aurrera Health Group, LLC to Provide Consultant Services to Implement Initiatives Related to California Advancing and Innovating Medi-Cal (CalAIM) in an Amount Not to Exceed \$84,000; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA8. HHS/Behavioral Health & Recovery Services RES-2022-8

Approve the First Amendment to Agreement with CF Merced LLC. for Psychiatric Hospitalizations Increasing the Amount by \$180,000 to a New Amount Not to Exceed \$240,000; and Authorize the Board of Supervisors Chair to Sign the Amendment

CA9. HHS/Social Services RES-2022-9

Approve an Agreement with Alliance for Community Transformations to Locate and Manage Leased Housing Units and to Provide Client Supportive Services in an Amount Not to Exceed \$75,300; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA10. Planning 2022-1

Recognize the Service of Ben Goger and Appoint Tom Sweeney as an Ex-Officio Member for the Merced River Trail Community Working Group (CWG)

CA11. Public Works RES-2022-10

Approve an Automatically Renewing License Agreement with Harris Computer for the InHance Meter Reading and Billing Software an Amount Not to Exceed \$3,755.34, with an Initial Term Ending December 31, 2022; and Authorize the Board of Supervisors Chair to Sign the Agreement

G. Board Recognitions

1. Board of Supervisors 2022-2

Proclaim the Month of January 2022 as "Human Trafficking Awareness Month"

Katy Wagoner/Mountain Crisis Services Program Specialist gave the staff report.
No public input.

Chair Smallcombe presented the Proclamation to Ms. Wagoner.

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

H. Departmental Presentation

Kristina Allen/Deputy Public Health Director advised that the number of COVID-19 cases has skyrocketed and that they will need to start prioritizing cases per CDC guidelines. Dr. Allen also noted that yesterday the nation saw the largest reported number of cases since the pandemic and that the Omicron variant is most likely the cause. She advised that, yesterday, Madera County got their first confirmation that the Omicron variant was present and advised that Public Health is still recommending that everyone get vaccinations and boosters. She also reported that the County ran out of home testing kits yesterday but that they are expecting another batch of 1600, as well as a shipment of tests for school age children. Dr. Allen also noted that the testing site is now located at the YARTS Park and Ride lot, and discussed the new guidance adopted by the California Department of Public Health. Discussion ensued regarding the number of current cases, and the testing kit for children.

Sarah Williams/Planning Director advised that the next meeting of the County Code Advisory Committee is scheduled for tomorrow at 2:00 PM, here in the Board Chambers; and noted that presentations will be made by County Counsel, the District Attorney, and the Sheriff. Ms. Williams also referenced the Board's previous direction to complete a comprehensive review of the case list and advised that they will be holding a second interview for the position today at 10:00 AM.

Kari Kisella/Chamber of Commerce provided a flyer for upcoming ribbon cutting ceremonies.

Jacob Hawley/Mariposa Visitor Center reported that visitor numbers were up and contrasted them to pre-pandemic numbers. Discussion ensued regarding the effects of international travelers.

Mary Ann Huff/North County Visitor Center and History Center reported that their numbers were similarly up. Ms. Huff also noted that social media is the key and extended kudos to the tourist bureau. She also reported that the Health and Human Services Agency (HHS) has been helpful by providing masks for public spaces and remarked that home testing kits might also be good given the cost of gasoline.

Jeremy Briese/Sheriff - Coroner - Public Administrator acknowledged the Sheriff's Office, Public Works, and Fire staff for their responses during the last storm. He also advised that the Search and Rescue team was called for an incident with no way to get into an area on a coroner's case. Sheriff Briese noted that they will soon be providing their annual report; advised that they are working on a presentation regarding marijuana and the issues associated with that; and noted that the number of suicides increased last year, and extended kudos to the Assistant Coroner. In response to Supervisor Smallcombe's inquiry, Sheriff Briese noted that his goal is to have the annual report before the Board at the beginning of February.

Steve Ward/CAL FIRE - County Fire Chief echoed what the Sheriff said regarding the response to the storm. Chief Ward also reported that we came out of fire season on January 3rd and advised that the Amador agreement has now taken effect at multiple stations.

René LaRoche/Clerk of the Board advised that the new district boundaries go

into effect on January 7, 2022.

1. Clerk of the Board of Supervisors (ID # 12519)

Handouts from the Departmental Presentation Portion of the January 4, 2022 Meeting

RESULT: INFORMATION RECEIVED

I. Public Comment on Non-Agenda Items

Becky Barnes-Boers requested, as a Reasonable Accommodations under the Americans with Disabilities Act (A.D.A.), that problems be fixed at the Fire Department. She noted that there is no accessibility parking and complained about Chief Ward's attitude. Ms. Barnes-Boers advised that she no longer has a problem with the Sheriff anymore but discussed the parking at the Sheriff's Office noting that there is one parking stall that is not properly signed, but noted that with the office closed, people need to go to Dispatch which does not have accessible parking. Ms. Barnes-Boers advised that the Building Department Director has told her twice that the Building Department does not inspect for A.D.A. compliance, which sets up every property owner and business in the county to be sued under the A.D.A. She noted that there is only one parking spot in the county that is A.D.A. compliant; advised that she has reported the grocery store and the Fairgrounds to the California Department of Fair Employment and Housing for bad attitudes and their A.D.A. parking noncompliance; and advised that under the Unruh Act, treble damages are awarded for every item that is out of compliance. Ms. Barnes-Boers requested that the Board address the attitudes of some of the directors. She also advised that Title 24 requires the Building Department to inspect under CASP; and advised that there is no one in the Building Department who is CASP certified and requested that the matter be corrected. She noted going to the CAO and being informed that the Board has control of the department directors and reiterated the request that these situations be corrected. Ms. Barnes-Boers also requested transparency, noting that one person at the County has told her that no one who was elderly or disabled was involved in the current Caltrans pedestrian project and the planning of that, but that the Planning Department and Arts Council were, and that they were not the proper people to have involved as federal law requires disabled people to be involved. She also advised that the Caltrans project is underway without proper traffic or pedestrian signage on county streets.

Marvin Wells highlighted a recent article in the December 22, 2021 edition of the Sacramento Bee about the Sheriff's Department.

J. Regular Agenda Items

1. Public Works (ID # 12466)

Receive a Presentation from Caltrans on Mariposa Pedestrian Safety Project to Install Crosswalks on State Route 140

Shannon Hansen/Interim Public Works Director extended thanks to Caltrans for making the time to update the Board and community, and introduced Sam Sherman who, in turn, introduced Bob Highfill/Caltrans District 10 Public Information Officer. Mr. Shepard gave a PowerPoint presentation that provided an overview of the project. Discussion ensued regarding the crosswalks, the timelines, the traffic control, and the

efforts being made to inform the businesses and public.

Public comment opened.

Jonathan Noel inquired if there was anything in the Public Works budget to allow them to supply a couple of people to help with the traffic control problems.

Becky Barnes-Boers advised that the pedestrian alternate path of travel is not included in the Caltrans paperwork and that she notified Mr. Highfill by email this morning indicating that; and advised that the current path of travel has no ramp to get onto the sidewalk across the street, which makes the alternate path of travel illegal under MUTCD and the Caltrans lawsuit that was filed in 2006. Ms. Barnes-Boers noted that she has asked Caltrans to include that in their public information before and they still have failed to do it. She also noted a lack of transparency as today's presentation has put out that the County is supplying the streetlights, but that she had been told that the County is not part of this project. She also noted that disabled citizens are stakeholders and were not included in any of this. Ms. Barnes-Boers also noted that it is a problem when the County has an MOU with the CHP to enforce California Vehicle Code, and the CHP will not do it. It has resulted in people parking in the hatch marked areas of Highway 140 in the downtown area which blocks the line of sight for cars and pedestrians. Ms. Barnes-Boers stated that she heard from Caltrans that the Sheriff has been doing it because of a maintenance agreement; and advised that is a problem for Mariposa County. She advised that there have been problems with this project all along and that she has been documenting them since moving to town in July and now she finds out that the County is involved in the project because it has funds into this project.

Public comment closed.

In response to Supervisor Smallcombe's inquiry, Mr. Sherman noted that they are doing work on half the site, so that the alternate route uses existing infrastructure. He also noted that Caltrans has been working with the contractor, and that they have asked for a pedestrian plan and advised that he thought that was provided. Mr. Sherman also clarified that this is a Caltrans project and that the County only supplied light posts to facilitate something that the County wanted. Mr. Sherman also advised that Caltrans coordinated all the way through the planning process, and that they have had a lot of community forums and engagement. In response to Supervisor Smallcombe's inquiry regarding the availability of the pedestrian plan to the public, Mr. Sherman advised that they can provide it. Supervisor Smallcombe suggested making the plan available more broadly and advised that the County has an In-Home Supportive Services Advisory Committee that is responsible for services to the disabled, as well as an Agency on Aging, and offered to coordinate between them. Discussion ensued between Supervisor Menetrey and Mr. Sherman regarding the project, and the efforts that have been taken to minimize impacts on the area.

RESULT: INFORMATION RECEIVED

Recess

10:30 AM Chair Smallcombe recessed the meeting for a brief break and reconvened at 10:37 AM.

2. Public Works RES-2022-11

Ratify the FAA Airport Rescue Grant for Reimbursement of Airport Operations & Maintenance Expenses in the Amount of \$32,000; Authorize the Board of Supervisors Chair to Sign Any Other Documents Necessary to Receive the Award (Subject to Approval as to Form by County Counsel); and Approve Budget Action in Health and Human Services Agency Budget to Recognize the Grant Funding (\$32,000) 4/5ths Vote Required

Shannon Hansen gave the staff report, noting a correction. No public input.

CORRECTION:

The budget action is for the Airport Budget, not the Health and Human Services Agency.

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

3. Public Works RES-2022-28

Approve an Agreement with Bartle Wells Associates for a Wastewater Utility Rate Study for Don Pedro and Mariposa Pines Service Areas, Water and Wastewater Utility for Coulterville Service Area, and a Water and Wastewater Utility Rate Study and Road Assessment for the Yosemite West Maintenance District in an Amount Not to Exceed \$25,000; and Authorize the Public Works Interim Director to Sign the Agreement

RESULT: **WITHDRAWN AND RESCHEDULED Next: 1/11/2022 9:00 AM**

4. Public Works RES-2022-12

Review Emergency Repair Work on White Rock Road as Required by Public Contract Code Section 22050(C)(1); and Adopt a Finding that There is a Need to Continue the Emergency Action Pursuant to Public Contract Code Section 22050 4/5ths Vote Required

Shannon Hansen gave the staff report. During public comment, Jonathan Noel inquired as to the status of the project. Ms. Hanson responded that the contractor is still waiting on materials, but that water is now in the creek which complicates the situation because a dry creek bed is needed to make the repairs.

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

5. HHS/Behavioral Health & Recovery Services RES-2022-13

Minutes Acceptance: Minutes of Jan 4, 2022 9:00 AM (Items removed from Consent Agenda)

Approve Acceptance of Crisis Care Mobile Units (CCMU) Program Funding from the California Department of Health Care Services in the Amount Not to Exceed \$500,000; Authorize the Director for Mariposa County Health and Human Services Agency to Accept This Funding and Implement the Associated Program Activities; and Approve Budget Action (\$500,000) Increasing Revenue and Appropriations in the Health and Human Services Agency New CCMU Fund Budget for Revenue to be Received 4/5ths Vote Required

Shannon Gadd/Health and Human Services Agency (HHSA) Director gave the staff report, noting that this will fund a psychiatric nurse and other things to assist those with mental health issues who have mobility problems. No public input. Supervisor Smallcombe and Ms. Gadd discussed ways that the target population will be advised of the new program.

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

6. Health and Human Services RES-2022-14

Approve the Allocation of One Additional Psychiatric Registered Nurse FTE Position in the Health and Human Services Health Division Budget Effective Immediately

Shannon Gadd gave the staff report noting that this item is a follow up to previous item. No public comment.

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

7. Clerk of the Board of Supervisors RES-2022-15

Set the Board's 2022 Meeting Schedule

René LaRoche/Clerk of the Board gave the staff report, noting a handout from Supervisor Forsythe. No public input. Supervisor Forsythe suggested additional meeting dates for cancellation. Discussion ensued.

ACTION:

The Board's meeting schedule was adopted as proposed with the meetings of April 19, 2022, July 5, 2022, and January 3, 2023 also being cancelled.

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

8. Clerk of the Board of Supervisors RES-2022-16

Review and Select Board Member Representation on In-County Committees, Commissions, and Boards

René LaRoche gave the staff report. No public input. Board discussion ensued regarding the appointments with Supervisor Long requesting a substitution for the Local Agency Formation Commission.

ACTION:

- ***Behavioral Health Board: Rosemarie Smallcombe was reappointed for a term running from June 6, 2022 to June 6, 2025. (COB)***
- ***Mariposa County Safety Committee: Supervisors Long and Smallcombe were reappointed for terms running from January 8, 2022 to January 8, 2023. (County Counsel-Risk Manager)***
- ***Local Agency Formation Commission (LAFCo): Wayne Forsythe was substituted in for Marshall Long, to serve the remainder of the term which expires on May 5, 2025. (Planning)***

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

9. Clerk of the Board of Supervisors RES-2022-17

Select and Approve Board Members as 2022 Agency Representatives

René LaRoche gave the staff report. No public comment. Board discussion ensued.

ACTIONS:

Changes to the Agency Representative list were as follows:

- ***Calaveras-Mariposa Community Action Agency: Appoint Supervisor Sweeney as Representative, with Supervisor Long as his Alternate.***
- ***Change the name of the California Forest Management Task Force to the California Wildfire & Forest Resilience Task Force, and remove "(Gubernatorial appointment)".***
- ***Remove the Central Sierra Connect (CSC) Policy and Technical Committees.***
- ***Add the Central Sierra Broadband Utility Zone Consortium with Supervisor Sweeney appointed its representative, and Supervisor Smallcombe the alternate.***
- ***Mountain Counties Air Basin: Appoint Supervisor Forsythe as alternate in place of Supervisor Long.***

- ***Remove the Regional Coalition to Address Fire Preparedness, Forest Health and Community Resilience.***
- ***Rural County Representatives of California (RCRC): Appoint Supervisor Forsythe as First Alternate in place of Supervisor Long.***
- ***Golden State Finance Authority (GSFA): Appoint Supervisor Forsythe as First Alternate in place of Supervisor Long.***
- ***San Joaquin Valley Regional Association of California Counties: Appoint Supervisor Smallcombe as Representative in place of Supervisor Long.***

RESULT: ADOPTED [UNANIMOUS]

MOVER: Marshall Long, District III Supervisor

SECONDER: Wayne Forsythe, District IV Supervisor

AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

10. Clerk of the Board of Supervisors (ID # 12407)

Appoint Board Members as Contact Area Liaisons for 2022

René LaRoche gave the staff report. No public comment. Board discussion ensued.

DIRECTION:

Changes to the Board Member Contact Areas were as follows:

- ***Substitute Supervisor Forsythe in for Supervisor Long as a Chamber of Commerce contact.***
- ***Substitute Supervisor Menetrey for Supervisor Forsythe as a John C. Fremont Healthcare District contact.***
- ***Change "Yosemite National Park Service Issues" to "Yosemite National Park Service."***
- ***Add Mariposa Public Utility District to the list with Supervisors Forsythe and Long named as the contacts.***

RESULT: DIRECTION GIVEN

11. Clerk of the Board of Supervisors (ID # 12408)

Review and Select Board Members to Serve as 2022 Policy Area Liaisons

René LaRoche gave the staff report. No public comment. Board discussion ensued. The Board gave direction for one substitution, as well as changes to two department listings and one policy area.

DIRECTION:

- ***Substitute Supervisor Sweeney for Supervisor Menetrey as an Airport liaison.***
- ***Under the Departments listing of Developmental Services, change "HSD/Housing and Community Development:" to "Housing and Community Development."***

- *Under the Departments listing of Health and Human Services, change “Air Pollution” to “Air Pollution Control.”*
- *Under the Policy Areas of General Government, change Administrative to Administration.*

RESULT: DIRECTION GIVEN

12. Clerk of the Board of Supervisors 2022-ORD-1170

Waive the First Reading and Introduce an Ordinance Titled "An Ordinance Dissolving the Assessment Appeals Board and Removing Assessment Appeals Board Compensation", Which Will Rescind Ordinance Numbers 401, 486, and 1118, as Well as Title 2.40 of Mariposa County Code.

René LaRoche gave the staff report. No public input.

RESULT: INTRODUCED [UNANIMOUS] Next: 1/18/2022 9:00 AM

MOVER: Marshall Long, District III Supervisor

SECONDER: Tom Sweeney, District II Supervisor

AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

K. Board Information

This section was skipped.

Announcement

12:40 PM Chair Smallcombe recessed the meeting for lunch after again announcing that the 2:00 PM item is being continued to January 25, 2022 at 2:00 PM, or as soon thereafter as the matter may be heard.

L. Items removed from Consent Agenda

CA4. Board of Supervisors

Approve the Minutes of Tuesday, December 7, 2021

M. 2:00 PM Reconvene

Chair Smallcombe announced that the afternoon's item is being continued to the January 25, 2022 at 2:00 PM, or as soon thereafter as the matter may be heard.

1. Administration (ID # 12411)

Adopt a Resolution Approving Fee Adjustments for Planning, Building, Environmental Health, Surveyor, Engineering, and Airport Operations Effective April 1, 2022

RESULT: CONTINUED TO NEW DATE Next: 1/25/2022 9:00 AM

N. Adjournment

Minutes Acceptance: Minutes of Jan 4, 2022 9:00 AM (Items removed from Consent Agenda)

2:02 PM Chair Smallcombe adjourned the meeting in memory of Andrew Jonathan Trujillo, Bernice Elaine (Wingenbach) Budowich, Mary Lou Robinson, Lorraine Patricia Walker, Geneva Mae Westfall-Parker, Sherrin Louise Tucker, Robert "Bob" D. Lake, and Richard "Dick" Mobley.

Respectfully submitted,

René LaRoche
Clerk of the Board

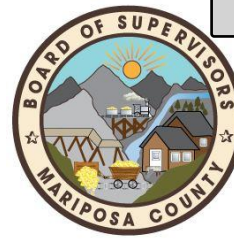
Rosemarie Smallcombe
Chair, Board of Supervisors

Minutes Acceptance: Minutes of Jan 4, 2022 9:00 AM (Items removed from Consent Agenda)



MARIPOSA COUNTY

Administration/Human Resources • 966-3222



MEETING: February 1, 2022

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: CLOSED SESSION: Public Employee Discipline/Dismissal/Release

☐ **CONFERENCE WITH LEGAL COUNSEL:**

☐ **Existing Litigation:**

☐ Disclosure will jeopardize existing settlement negotiations.

☐ **Anticipated Litigation**

☐ Significant exposure to litigation pursuant to subdivision (b) of Government Code section 54956.9.

Number of cases to be discussed:

☐ Initiating of litigation pursuant to subdivision (c) of Government Code section 54956.9.

Number of cases to be discussed:

☐ **CONFERENCE WITH COUNTY LABOR NEGOTIATOR**

Name of Employee Organization: _____

Name of County Designated Representative: _____

Title(s) of unrepresented individuals with whom negotiations are being conducted: _____

☐ **PUBLIC EMPLOYEE EMPLOYMENT TITLE OR POSITION TO BE FILLED:**

(Government Code Section 54957 (b) (1))

☐ **PUBLIC EMPLOYEE PERFORMANCE EVALUATION**

Position of employee under review: _____ (Government Code Section 54954.5)

☒ **PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE** (Government Code Section 54954.5)

☐ **CONFERENCE WITH REAL PROPERTY NEGOTIATOR**

Description of real property: _____

Agency negotiator: _____

Closed session will concern: () price; () terms of lease/purchase.

☐ **THREAT TO PUBLIC SERVICE FACILITIES**

Name of law enforcement agency involved: _____

Title of officer of law enforcement agency: _____

☐ **LICENSE/PERMIT DETERMINATION**

License or Permit applied for: _____

Number of license or permit applicants: _____

Name of applicant(s): _____

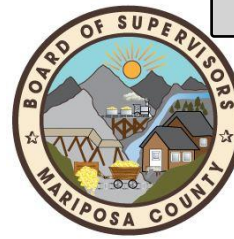
Agenda Item - No Resolution Requested

RESULT: CLOSED SESSION HELD



MARIPOSA COUNTY

Administration/Human Resources • 966-3222



MEETING: February 1, 2022

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Closed Session: Public Employee Employment; Public Works Director

☐ **CONFERENCE WITH LEGAL COUNSEL:**

☐ **Existing Litigation:**

☐ Disclosure will jeopardize existing settlement negotiations.

☐ **Anticipated Litigation**

☐ Significant exposure to litigation pursuant to subdivision (b) of Government Code section 54956.9.

Number of cases to be discussed:

☐ Initiating of litigation pursuant to subdivision (c) of Government Code section 54956.9.

Number of cases to be discussed: 1

☐ **CONFERENCE WITH COUNTY LABOR NEGOTIATOR**

Name of Employee Organization: _____

Name of County Designated Representative: _____

Title(s) of unrepresented individuals with whom negotiations are being conducted: _____

☒ **PUBLIC EMPLOYEE EMPLOYMENT TITLE OR POSITION TO BE FILLED:**

(Government Code Section 54954.5(e), 54957 (b) (1))

Director of Public Works and Transportation

☐ **PUBLIC EMPLOYEE PERFORMANCE EVALUATION**

Position of employee under review: _____ (Government Code Section 54954.5)

☐ **PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE** (Government Code Section 54954.5)

☐ **CONFERENCE WITH REAL PROPERTY NEGOTIATOR**

Description of real property: _____

Agency negotiator: _____

Negotiating parties: (Specify name of party or parties (not agent)): _____

Closed session will concern: () price; () terms of payment; () both.

☐ **THREAT TO PUBLIC SERVICE FACILITIES**

Name of law enforcement agency involved: _____

Title of officer of law enforcement agency: _____

☐ **LICENSE/PERMIT DETERMINATION**

License or Permit applied for: _____

Number of license or permit applicants: _____

Name of applicant(s): _____

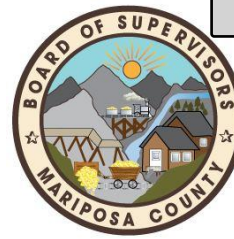
Agenda Item - No Resolution Requested

RESULT: CLOSED SESSION HELD



MARIPOSA COUNTY

Administration/Human Resources • 966-3222



MEETING: February 1, 2022

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Closed Session - Deputy Sheriffs' Association (DSA)

☐ **CONFERENCE WITH LEGAL COUNSEL:**

☐ **Existing Litigation:**

☐ Disclosure will jeopardize existing settlement negotiations.

☐ **Anticipated Litigation**

☐ Significant exposure to litigation pursuant to subdivision (b) of Government Code section 54956.9.

Number of cases to be discussed:

☐ Initiating of litigation pursuant to subdivision (c) of Government Code section 54956.9.

Number of cases to be discussed:

☒ **CONFERENCE WITH COUNTY LABOR NEGOTIATOR**

Name of Employee Organization: Deputy Sheriffs' Association (DSA)

Name of County Designated Representative: Richard C. Bolanos

Title(s) of unrepresented individuals with whom negotiations are being conducted: _____

☐ **PUBLIC EMPLOYEE EMPLOYMENT TITLE OR POSITION TO BE FILLED:**

(Government Code Section 54957 (b) (1))

☐ **PUBLIC EMPLOYEE PERFORMANCE EVALUATION**

Position of employee under review: _____ (Government Code Section 54954.5)

☐ **PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE** (Government Code Section 54954.5)

☐ **CONFERENCE WITH REAL PROPERTY NEGOTIATOR**

Description of real property: _____

Agency negotiator: _____

Closed session will concern: () price; () terms of lease/purchase.

☐ **THREAT TO PUBLIC SERVICE FACILITIES**

Name of law enforcement agency involved: _____

Title of officer of law enforcement agency: _____

☐ **LICENSE/PERMIT DETERMINATION**

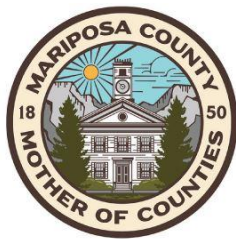
License or Permit applied for: _____

Number of license or permit applicants: _____

Name of applicant(s): _____

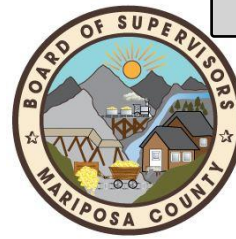
Agenda Item - No Resolution Requested

RESULT: CLOSED SESSION HELD



MARIPOSA COUNTY

Administration/Human Resources • 966-3222



MEETING: February 1, 2022

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Closed Session - Sheriff's Management Association (SMA)

☐ **CONFERENCE WITH LEGAL COUNSEL:**

☐ **Existing Litigation:**

☐ Disclosure will jeopardize existing settlement negotiations.

☐ **Anticipated Litigation**

☐ Significant exposure to litigation pursuant to subdivision (b) of Government Code section 54956.9.

Number of cases to be discussed:

☐ Initiating of litigation pursuant to subdivision (c) of Government Code section 54956.9.

Number of cases to be discussed:

☒ **CONFERENCE WITH COUNTY LABOR NEGOTIATOR**

Name of Employee Organization: Sheriff's Management Association (SMA)

Name of County Designated Representative: Richard C. Bolanos

Title(s) of unrepresented individuals with whom negotiations are being conducted: _____

☐ **PUBLIC EMPLOYEE EMPLOYMENT TITLE OR POSITION TO BE FILLED:**

(Government Code Section 54957 (b) (1))

☐ **PUBLIC EMPLOYEE PERFORMANCE EVALUATION**

Position of employee under review: _____ (Government Code Section 54954.5)

☐ **PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE** (Government Code Section 54954.5)

☐ **CONFERENCE WITH REAL PROPERTY NEGOTIATOR**

Description of real property: _____

Agency negotiator: _____

Closed session will concern: () price; () terms of lease/purchase.

☐ **THREAT TO PUBLIC SERVICE FACILITIES**

Name of law enforcement agency involved: _____

Title of officer of law enforcement agency: _____

☐ **LICENSE/PERMIT DETERMINATION**

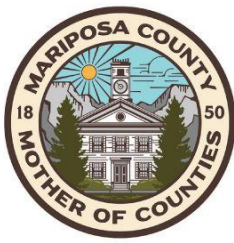
License or Permit applied for: _____

Number of license or permit applicants: _____

Name of applicant(s): _____

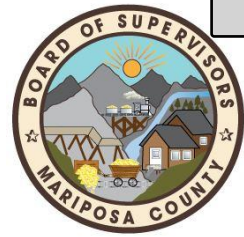
Agenda Item - No Resolution Requested

RESULT: CLOSED SESSION HELD



MARIPOSA COUNTY

Administration • 966-3222



L.1

RESOLUTION - ACTION REQUESTED 2022-91

MEETING: February 1, 2022
TO: The Board of Supervisors
FROM: Dallin Kimble, County Administrative Officer
RE: RuralREN Support Letter

RECOMMENDATION AND JUSTIFICATION:

Approve a Letter of Support for the Rural Regional Energy Network's (RuralREN) Motion to Become a Portfolio Administrator and the 2024-2031 RuralREN Strategic Business Plan Application; and Authorize the Board of Supervisors Chair to Sign the Letter.

The proposed Rural Regional Energy Network could help our region achieve energy savings, accelerate an equitable transition to a green and resilient economy, achieve energy efficiency benefits for those who need it most, and create new career opportunities in clean energy.

This letter is submitted for Board consideration at the request of the Sierra Business Council. Additional information is attached.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The Board routinely approves letters of support for various legislation and policy actions that may positively impact the county.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Do not approve. Staff will not transmit this letter of support.

ATTACHMENTS:

2022.01.14 Mariposa County_SBC RREN Letter of Support (PDF)
RuralREN Overview (PDF)
RuralREN Abstract(PDF)

RESULT: ADOPTED [UNANIMOUS]

MOVER: Tom Sweeney, District II Supervisor

SECONDER: Wayne Forsythe, District IV Supervisor

AYES: Rosemarie Smallcombe, Tom Sweeney, Marshall Long, Wayne Forsythe

EXCUSED: Miles Menetrey

February 1, 2022

President Reynolds
California Public Utilities Commission
505 Van Ness Ave
San Francisco, CA 94102

Re: Support for the Rural Regional Energy Network's (RuralREN) motion to become a portfolio administrator and the 2024-2031 RuralREN Strategic Business Plan application.

Dear CPUC President Reynolds:

On behalf of the Mariposa County Board of Supervisors, I write to express support for creation of the proposed Rural Regional Energy Network (RuralREN). This network could help our region achieve energy savings, accelerate an equitable transition to a green and resilient economy, achieve energy efficiency benefits for those who need it most, and create new career opportunities in clean energy.

The RuralREN is composed of six member agencies which are cooperating regionally to create programs that will be locally customized to fit the needs of each community it serves. In our region, Sierra Business Council (SBC) is a trusted partner on sustainability, economic development, and regional advocacy issues. SBC is well suited to work within our community to raise awareness about energy efficiency, provide energy efficiency services, and provide transformative career training for new clean energy jobs.

Thank you for your consideration of the RuralREN proposal and this letter of support.

Sincerely,

Rosemarie Smallcombe, Chair

Cc: Commissioner Rechtschaffen, Commissioner Shiroma, Commissioner Houck, Commissioner Reynolds.

Rural Regional Energy Network Overview

What is a Regional Energy Network (REN)?

In 2012, the California Public Utilities Commission (CPUC) recognized the need for improved access to and delivery of energy efficiency services to Californians who were not being served adequately by their local IOUs (see [D.12.11.015](#)). The Commission created a new partnership model, known as a Regional Energy Network (REN), to leverage key local government attributes, including a commitment to community, an ability to innovate and adapt, and capacity to connect programs to climate action planning at a regional level, as described in the CPUC's Decision D.12.11.015.

Three RENs are currently in operation in California: [BayREN](#) in the nine-County Bay Area, [SoCalREN](#) in Southern California, and [3C-REN](#) covering Ventura, Santa Barbara, and San Luis Obispo counties. In late 2021, the CPUC approved I-REN, covering the Inland region of California.

Why do we need a Rural REN?

- In rural areas utility programs serve fewer customers per mile of line and usually at greater cost than in urban areas.
- Rural energy customers face barriers, including: lack of infrastructure necessary to implement advanced energy savings opportunities; reluctance to engage in unfamiliar programs; and shortage of trained, qualified, and available contractors.
- Many rural households have a higher median energy burden than their surrounding areas and generally have greater energy efficiency needs.
- 3rd party implementers do not have a financial incentive to serve rural or hard-to-reach communities.

How will the Rural REN work?

The Rural REN will design programs that provide energy efficiency services that are additive, rather than duplicative or competitive, with existing utility programs. The Rural REN will address hard-to-reach markets with a range of support, outreach, training and technical assistance services; and offer a mix of flexible and innovative resource and non-resource programs customized to a community's specific needs. The Rural REN aims to:

- Ensure that rural ratepayers do not get left behind as California aggressively pursues a new energy future through the next five years of the rolling portfolio.

- Deliver rural resource-based energy services to the Residential, Commercial, Public, Industrial, and Agricultural sectors.
- Ensure more equitable service delivery through increased customer education and assistance.
- Provide resources and training to improve knowledge of and compliance with California's energy codes and standards.
- Offer accessible and customized workforce training that foster and improve building energy performance practices.
- Help rural leaders better understand and embrace advanced energy efficiency goals.

Rural REN Agencies

RuralREN agencies include Association of Monterey Bay Area Governments, High Sierra Energy Foundation, Redwood Coast Energy Authority, San Joaquin Valley Clean Energy Organization, County of San Luis Obispo, Sierra Business Council, County of Ventura, Mendocino Council of Governments, and Lake Area Planning Council.

Rural REN Timeline

The Rural REN partners intend to submit our application to the CPUC in February 2022 with the intention for Rural REN services to begin in early 2023.

RURAL REGIONAL ENERGY NETWORK (REN)

Delivering Energy Efficiency Solutions to Rural and Hard-to-Reach Communities in California

ISSUE

California Investor Owned Utilities (IOUs) have had a difficult time providing rural and hard-to-reach areas of the state with consistent, predictable, and cost-effective energy efficiency services. **The Rural Hard to Reach Working Group (RHTR) is exploring creation of a Rural Regional Energy Network (REN) designed to serve rural and hard-to-reach (RHTR) California communities. RHTR REN services will fill service gaps while ensuring that rural California communities continue to receive EE services and the associated benefits.**

BACKGROUND

In 2012, the California Public Utilities Commission (CPUC) recognized the need for better access to and delivery of energy efficiency services to Californians who were not being served adequately by their local IOUs (see [D.12.11.015](#)). The Commission created a new partnership model, known as a Regional Energy Network (REN), to leverage key local government attributes, including a commitment to community, an ability to innovate and adapt, and capacity to connect programs to climate action planning at a regional level, as described in the CPUC's Decision D.12.11.015.

Three RENs are currently in operation: BayREN in the nine-County Bay Area, SoCalREN in Southern California, and Tri-County REN covering Ventura, Santa Barbara, and San Luis Obispo counties. Together they are fulfilling these CPUC directives in their jurisdictions, building a viable infrastructure with customized, flexible, and innovative programs that reflect local government values and serve local needs. The CPUC identified additional areas that could benefit from future REN development, including the largely rural Central Valley, San Joaquin Valley, and Sierra Nevada. RHTR members are exploring the creation of a REN for these and other rural regions — a so-called “*Rural* REN” — that can provide more consistent, predictable, and cost-effective energy efficiency services while encouraging greater public and private sector energy leadership and accelerating achievement of California's emission reduction and public health goals in the state's less populated communities.

NEED

Rural and hard-to-reach customers do not have easy access to program information or generally do not participate in energy efficiency programs due to language, income, housing type, geographic, or built space ownership (eg. split incentives) barriers. These customer groups also tend to have increased financial barriers as compared to more urban and affluent communities, making it more difficult for them to undertake equipment replacements in both commercial and residential environments. Available research and data suggest that serving rural areas has been an ongoing challenge that a Rural REN would be best equipped to address. For example:

- A September 2018 ACEEE report titled [Reaching Rural Communities with Energy Efficiency Programs](#) indicates that rural populations are more spread out and housing stock is less dense, so utility programs serve fewer customers per mile of line and usually at greater cost than in

urban areas. In addition, rural customers face barriers, including: lack of infrastructure such as broadband access that is necessary to implement advanced energy savings opportunities; reluctance to engage in unfamiliar programs; and shortage of trained, qualified, and available contractors to do agreed-upon work. Yet nationwide, rural households are shown to have a higher median energy burden than their surrounding areas, meaning they generally have greater energy efficiency needs.

- The August 2018 Better Building Summit Energy Exchange presentation on “[Energy Strategies for Rural Communities](#)” noted that rural America has a greater proportion of low-to-moderate-income families who may have problems financing energy efficiency investments, consumes energy at rates about 10% higher than urban areas, and includes agricultural businesses that consume significant amounts of energy.
- The [Targeted Process Evaluation of the Local Government Partnership Program](#), a 2016 report evaluating the utilities’ Local Government Partnership (LGP) programs, validates the RHTR Working Group’s concerns regarding service delivery challenges across multiple utilities in geographically isolated partnership areas, saying:

[o]ur findings suggest that partnerships with low population density and far from urban centers experience marketplace barriers that make municipal retrofits challenging. These partnerships are found within PG&E, SCE, and SCG territories. Some... experienced a lack of trained local contractors available within their communities to perform energy efficiency retrofit work, difficulty attracting out-of-area contractors, and a lack of energy efficient equipment available locally for comprehensive retrofits.

In addition to national and statewide assessments, RHTR has observed a variety of programmatic barriers at the regional and local levels, such as:

- Programs are designed to deliver cost effective savings, so by default they tend to target areas with the highest potential to meet program Total Resource Cost (TRC) requirements; these often are the more urban, affluent, and energy-dense areas, leaving out the more dispersed, lower-income rural and hard-to-reach communities.
- Custom projects often do not move forward because of: (a) industry standard practice definitions geared towards urban affluent communities; or (b) project scale that is not sufficient to advance through a statewide Custom Retrofit Incentive pathway.
- 3rd party implementers do not have a financial incentive to serve rural or hard-to-reach communities; in effect, current and projected implementation environments will continue to disincentivize service to those communities through: (a) unachievable cost effectiveness requirements, and (b) pay-for-performance contracting.
- There is great potential for a massive loss in capacity should rural implementer budgets collapse – this holds true for all local government partner implementers.

A Rural REN is needed to bridge these gaps while identifying and deploying a suite of high-quality services as cost-effectively as possible in areas that: (a) share similar geographic/demographic characteristics; (b) share similar program design and delivery challenges; and (c) lack other regional

partnership vehicles, such as Councils of Governments, to meet local and statewide energy efficiency and emission reduction goals.

PROGRAM

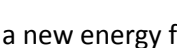
RHTR proposes a rural-focused REN to design programs that will leverage economies of scale and situational similarity to provide services that are additive, rather than duplicative or competitive, with utility programs. **By establishing such a Rural REN now, the CPUC will insulate rural ratepayers from future program contractions and other disruptions resulting from the financial liability challenges facing California's three primary IOUs.**

RHTR Working Group Jurisdictions

The Rural REN will address hard-to-reach markets with a range of support, marketing, outreach, training



and technical assistance services, including pilot programs to build both capacity and infrastructure development. The Rural REN will take a portfolio approach, offering a mix of flexible and innovative resource and non-resource programs customized to a community's specific needs. For example, a Rural REN will:

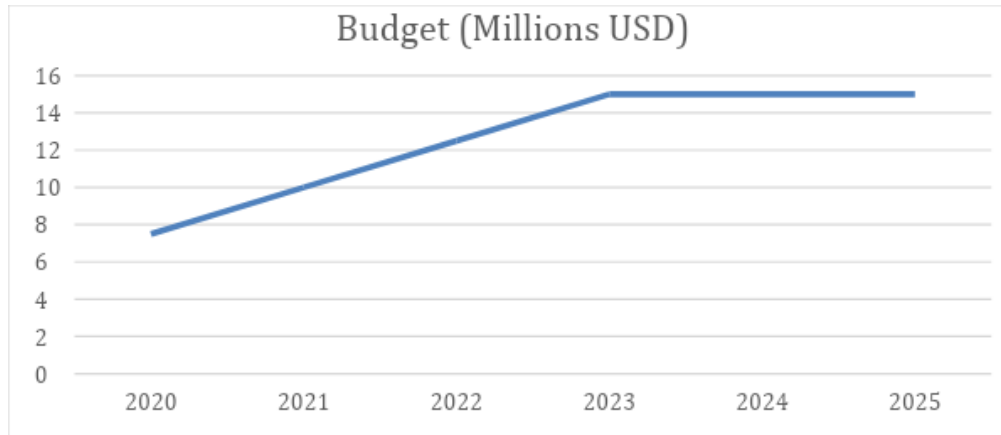
- 
- Ensure that rural ratepayers do not get left behind as California aggressively pursues a new energy future through the next five years of the rolling portfolio.
 - Accelerate achievement of statewide efficiency and emission reduction goals through use of emerging technology and commitment to transformative policies, such as zero net energy.
 - Deliver rural resource-based energy services to the Residential, Commercial, Public, Industrial, and Agricultural sectors.
 - Ensure more equitable service delivery through increased customer education and assistance.
 - Provide resources and trainings to improve knowledge of and compliance with California's energy codes and standards.
 - Offer accessible and customized workforce trainings that foster and improve home performance practices and knowledge of building science, thereby increasing energy savings and code compliance.
 - Help rural leaders better understand and embrace advanced energy efficiency goals.
 - Pilot new innovative program and/or delivery concepts specific to rural or hard-to-reach regions as well as geared toward scaling to areas beyond RHTR.

While the RHTR Working Group acknowledges that under a Rural REN, resource programs will not be governed by the same TRC considerations as IOU program activities, per D.12-11-015, the Rural REN will be committed to developing programs that enhance services, cost savings, and energy savings, and provide value to the CPUC, California ratepayers, and the RHTR Working Group's represented jurisdictions and stakeholders.

BUDGET

Budgets are dynamic and largely dependent on RHTR partners' varying implementation capacities; but we believe the following figure presents a feasible ramp-up curve.

Figure 1: Proposed Budget



CONCLUSION

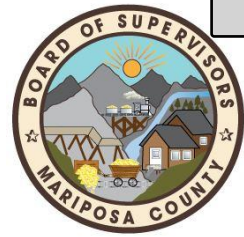
While state regulators and utilities may theoretically offer or even encourage energy efficiency programs in rural areas, we know from experience that the higher costs associated with such programs drag down the overall cost-effectiveness of the energy efficiency portfolio at a time when there is increased demand for greater cost-effectiveness to benefit ratepayers statewide. California's rural communities may comprise only 20% of the state's population; but cover half the state's land area, making it very difficult for urban-centered utilities to deliver adequate services while meeting these cost-effectiveness mandates. A rural-focused REN will provide a more workable and effective delivery model to build a pipeline and implement projects, ensuring that all constituents and ratepayers, whether urban or rural, are receiving the promise envisioned by and the services supported by their contributions to the Public Purpose Program fund.

###



MARIPOSA COUNTY

Administration • 966-3222



L.2

RESOLUTION - ACTION REQUESTED 2022-92

MEETING: February 1, 2022

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: MPUD Fire Responsibility Agreement

RECOMMENDATION AND JUSTIFICATION:

Approve an Agreement Accepting Responsibility for Fire and Related Emergency Response in the MPUD Service Territory, Residual Fire-Related Funds, and a Transfer of Fire-Related Property Including Fire Engines and the Fire Station and Property at 5273 Highway 49 North in Mariposa; and Authorize the Board of Supervisors Chair to Sign the Agreement.

At the request of the Mariposa Public Utility District (MPUD), the County and MPUD have been discussing a transfer of MPUD's responsibility for fire and related emergency response to the County. Pending Board of Supervisors approval, those discussions include the following:

- Beginning July 1, 2022, Mariposa County would be responsible for providing all fire and related emergency response within the MPUD boundary.
- On July 1, 2022, MPUD facilities and equipment related to providing fire and emergency response will be transferred to the County. This includes the fire station on Highway 49 and the fire engines and protective equipment located there.
- The County would be responsible to pay the remaining debt service on the fire station. As of this writing, the debt service principal balance is \$235,909.
- MPUD would transfer to the County any funds collected for the purpose of fire and emergency response on July 1, 2022.
- MPUD volunteers will be allowed to become Mariposa County volunteers. As of this writing, all MPUD volunteers are already serving both departments.
- After July 1, 2022, MPUD will no longer maintain volunteers, collect fire service fees, or perform any functions typical of a fire or related emergency response operation.
- MPUD will retain control of the fire bay located at their office on 8th Street for

REF ID# 12551

use at their sole discretion.

Staff has reviewed these provisions and determined each to be feasible and designed for a smooth transition of responsibility. Bringing MPUD Fire and Mariposa County Fire together, as proposed here, would allow for a uniform response countywide. The transfer of a station in town that is constructed with sleeping quarters allows for further discussions about fire response service levels and strategic placement of resources. Staff's analysis concludes that this proposal satisfies the guiding values in the Mariposa County Strategic Plan (collaboration, integrity, sustainability, transparency, excellence) and is prepared to recommend moving forward at this time.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

Fire protection and medical emergency response in the town of Mariposa has been provided by Mariposa Public Utility District (MPUD) for several decades. It was provided informally at first, in the years following World War II, as volunteers needed an organization to help them apply for funding or a place to store a fire engine. MPUD volunteers have been faithfully serving the town of Mariposa with fire protection and medical emergency response ever since.

Unfortunately, the number of volunteers serving MPUD Fire has diminished. A similar trend has been observed nationwide and within Mariposa County Fire. As a result, MPUD Fire is no longer able to guarantee a response.

MPUD Fire and Mariposa County Fire have worked collaboratively over their respective histories. The departments currently operate under a Mutual Aid Agreement (2001), Automatic Aid Agreement (1989) and Mariposa Emergency Rescue Unit Agreement (1981) for cooperative response in the event of emergency. The County has provided worker's compensation insurance for MPUD volunteer firefighters since 1983 and the County fire chief has assumed responsibility for fire marshal duties within the MPUD boundaries.

The MPUD board has diligently worked to resolve their volunteer shortage issues. Having exhausted their options, and finding that Mariposa County Fire was already providing most of the emergency response in the District per the agreements noted earlier, they approached the County in 2019 to discuss a transfer of responsibility.

The Board of Supervisors discussed fire department service levels, including a possible merger with MPUD Fire, at its regular meeting on February 12, 2019. The Board had a discussion about fire response in the MPUD service territory on February 18, 2020, and staff was directed to continue with negotiations. A third public discussion on this topic, which included an outline of the terms mentioned here, was held on December 21, 2021.

MPUD has approved the agreement as attached.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Do not approve. Staff will need further guidance from the Board and/or the agreement as proposed will not be executed.

Approve with amendments. Staff will relay amendments to MPUD, who will need to discuss and reconsider whether to approve the amended agreement.

FINANCIAL IMPACT:

Approximately \$235,000 in Fiscal Year 2022-2023.

ATTACHMENTS:

MPUD Agreement (PDF)

RESULT: ADOPTED [UNANIMOUS]

MOVER: Marshall Long, District III Supervisor

SECONDER: Wayne Forsythe, District IV Supervisor

AYES: Rosemarie Smallcombe, Tom Sweeney, Marshall Long, Wayne Forsythe

EXCUSED: Miles Menetrey

AGREEMENT FOR FIRE PROTECTION RESPONSIBILITY

THIS AGREEMENT ("Agreement") is made and entered into this **4th** day of **January, 2022**, by and between the County of Mariposa, a political subdivision of the State of California, ("County"), and Mariposa Public Utility District ("MPUD"), an independent special district, pursuant to the following terms and conditions.

W I T N E S S E T H:

WHEREAS, MPUD has provided fire protection services within its boundaries, which are entirely within the County of Mariposa; and

WHEREAS, County provides fire protection services within the County of Mariposa; and

WHEREAS, the parties currently operate under a Mutual Aid Agreement (2001), Automatic Aid Agreement (1989) and Mariposa Emergency Rescue Unit Agreement (1981) for cooperative response in the event of emergency types common to both parties and not covered by or within the scope of the California Office of Emergency Services and Civil Defense Master Mutual Aid Agreement; and

WHEREAS, County has provided worker's compensation insurance for MPUD volunteer firefighters since 1983; and

WHEREAS, County's fire chief has already assumed responsibility for fire marshal duties within the MPUD boundaries; and

WHEREAS, MPUD is no longer able to sustain a viable fire and related emergency response within the MPUD boundary nor effectively provide aid and services in accordance with the aforementioned agreements; and

WHEREAS, County is willing to assume responsibility for fire and related emergency response within the MPUD boundary.

NOW THEREFORE, County shall be responsible for providing all fire and related emergency response within the MPUD boundary; MPUD facilities and equipment related to providing fire and related emergency response will be transferred to County; and MPUD will no longer be responsible for fire and related emergency response. In consideration of this covenant, the parties hereto agree as follows:

1. AGREEMENT REPLACES ALL PREVIOUS AGREEMENTS

The Mutual Aid Agreement (2001), the Automatic Aid Agreement (1989), the Policy for Worker's Compensation Coverage (1983) and the Mariposa Emergency Rescue Unit Agreement (1981) are hereby superseded by this Agreement. Any and all other mutual aid or implied agreements or relationships resulting from reference to MPUD fire and related emergency response are determined to be null and void by this Agreement except as noted below.

2. TRANSFER OF RESPONSIBILITY, FACILITIES AND EQUIPMENT

On July 1, 2022, County shall assume all responsibility for fire and related emergency response within the MPUD service territory and MPUD will dissolve its fire protection operations. This transfer of responsibility includes the following:

- A. The MPUD fire station at 5273 Hwy 49 North in Mariposa, the entire property and premises, three fire engines currently owned and operated by MPUD, and all equipment on site related to fire and other emergency prevention, mitigation and response shall be transferred to County. County shall be responsible for all remaining payments, costs, liabilities and insurance for said facilities and equipment beginning on the date of transfer.
- B. All remaining funds from MPUD fire fees shall be paid to County.
- C. MPUD will not refinance or otherwise alter the debt service related to this agreement without prior written consent from County. MPUD will likewise continue maintaining equipment on a regular schedule and take no action that would diminish the quality or value of the assets to be transferred to County.
- D. MPUD shall no longer maintain volunteers or staff for fire or medical response. County shall accept qualified MPUD volunteer staff as County fire or medical response volunteers.

Despite any other provisions of this agreement, MPUD will maintain sole possession and use of the fire bay located at 4992 7th Street in Mariposa. It is agreed that the fire bay will no longer be used for fire or other emergency response and may be managed, repurposed or disposed at the sole discretion of MPUD.

3. ENTIRE AGREEMENT AND MODIFICATION

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

4. ENFORCEABILITY AND SEVERABILITY

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

5. DISPUTES

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

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

6. CAPTIONS

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

7. NUMBER AND GENDER

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

8. MANDATORY AND PERMISSIVE

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

9. SUCCESSORS AND ASSIGNS

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

10. COUNTERPARTS/ELECTRONIC, FACSIMILE, AND PDF SIGNATURES

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

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

11. OTHER DOCUMENTS

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

12. CONTROLLING LAW

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

13. AUTHORITY

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

14. NEGOTIATED AGREEMENT

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

15. NO RELIANCE ON REPRESENTATIONS

Each party warrants and represents that it is not relying and has not relied upon any representation or statement made by the other party with respect to the facts involved or its rights or duties. Each party understands and agrees that the facts relevant, or

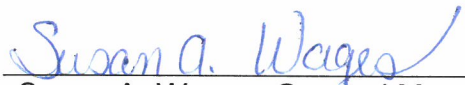
believed to be relevant to this Agreement, have been independently verified. Each party further understands that it is responsible for verifying the representations of law or fact provided by the other party.

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

MARIPOSA PUBLIC UTILITY DISTRICT


Gordon Dulcich, Chair
MPUD Board of Directors

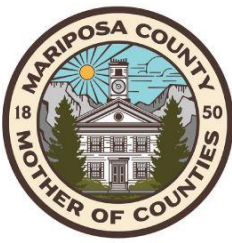
ATTEST:


Susan A. Wages, General Manager
Clerk, Ex-officio, Secretary

COUNTY OF MARIPOSA

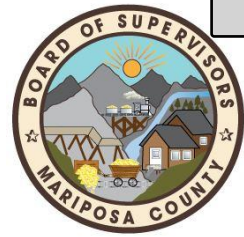
Rosemarie Smallcombe, Chair
Board of Supervisors

ATTEST:



MARIPOSA COUNTY

Administration/Human Resources • 966-3222



L.3

RESOLUTION - ACTION REQUESTED 2022-93

MEETING: February 1, 2022

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Appoint the Assistant CAO/HR Director to Acting HHSA Director with 10% Salary Increase

RECOMMENDATION AND JUSTIFICATION:

Appoint Assistant County Administrative Officer/ Human Resource Director Joe Lynch as Acting Health and Human Services Agency Director Effective February 3, 2022; and Approve a 10% Increase in Salary for the Term of This Appointment Effective March 3, 2022.

The Health and Human Services Agency Director has resigned her employment with the County effective February 3, 2022. To ensure the continued smooth operation of the health and human services agency, this item would appoint Joe Lynch, currently an assistant county administrative officer and formerly the assistant director of the health and human services agency, as the acting director effective February 3, 2022.

The County's Job Classification Plan allows department heads serving in acting assignments lasting more than 30 days to receive a ten percent (10%) increase in salary. The assistant county administrative officer classification, which serves as the County's human resources director, is included in the executive classification for compensation purposes. This increase equals a monthly pay of \$13,372.33; the regular pay for the health and human services agency director is \$13,640.22 per month. Staff is recommending this temporary increase effective March 3, 2022.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

On August 3, 2021, the Board appointed Shannon Hansen to be acting director of public works and transportation. Ms. Hansen was given the full director salary during this assignment because, as deputy director of public works and transportation, it was the next classification in the schedule.

On June 22, 2021, the Board appointed Debra Willis to be interim director of building. Ms. Willis was given the full director salary during this assignment because it was the next classification in the schedule.

On July 7, 2020, the Board approved a ten percent (10%) increase in salary for the county health officer, effective August 1, 2020, related to his assignment as acting health and human services agency director following the departure of Director Chevon Kothari. The county health officer is not a department head, but is a member of the same executive classification for compensation purposes.

REF ID# 12600

Packet Pg. 257

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Do not approve this action as recommended. Staff would need further direction from the Board.

FINANCIAL IMPACT:

There is sufficient funding in the existing HHSA budget to accommodate this request; no General Fund monies will be used.

RESULT: ADOPTED [UNANIMOUS]

MOVER: Wayne Forsythe, District IV Supervisor

SECONDER: Tom Sweeney, District II Supervisor

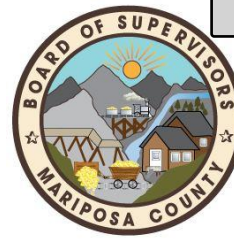
AYES: Rosemarie Smallcombe, Tom Sweeney, Marshall Long, Wayne Forsythe

EXCUSED: Miles Menetrey



MARIPOSA COUNTY

Administration • 966-3222



MEETING: February 1, 2022

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: McCormick Building Purchase

RECOMMENDATION AND JUSTIFICATION:

Discussion and Direction Regarding Possible Purchase of Property for Sale at 4975 12Th Street, 5114 Bullion Street, and APN 013-114-002 in the town of Mariposa.

Staff has been advised that three properties adjacent to the Mariposa County Government Center will soon be for sale in the town of Mariposa. These properties are located at 4975 12th Street (APN 013-114-001), 5114 Bullion Street (APN 013-114-006), and a property with no assigned address (APN 013-114-002). The properties are being sold together and staff is seeking direction to understand whether the Board is interested in pursuing a purchase of the properties.

The property at 5114 Bullion Street is 0.351 acres and formerly a Baptist church with classrooms and a nursery. Assessor data shows the building is 7,114 square feet. All three properties are connected to MPUD water and sewer service and zoning for all three properties is professional office within the Mariposa Town Planning Area with design review overlay.

The property with no assigned address is 0.334 acres of paved parking lot with fencing.

4975 12th Street is 0.135 acres and the former parsonage for the Baptist church. Built around 1965, the structure on the site is now 1675 square feet with a 400-square foot garage, three bedrooms, two bathrooms and a fireplace.

Together, these properties, as recorded, are 0.82 acres with 9,189 square feet of building space. The properties have been used for medical billing offices for several years. The seller has stated laser measurements show the buildings are closer to 9,800 square feet; public works has estimated the buildings to be around 9,600 square feet.

Purchase of these properties may be of interest to the County for one of two purposes. First, consolidation of county offices to a location adjacent to the government center could improve efficiency, make additional rental office space available for local

Agenda Item - No Resolution Requested

businesses and nonprofits, provide space for future service delivery, and add convenience for visitors to government offices. The County currently spends over \$1.7 million on rent annually, though most of that is related to Health and Human Services and would not be reduced by this purchase.

Second, the space may be able to be converted and used as a housing. This option could be eligible for state funding if the property was to be used as housing for at least 40 years.

The asking price for these properties is \$2.1 million. The County is on a waiting list for an appraisal, but that evaluation has not yet been completed. Significant repairs are needed and staff estimates the total cost of acquisition and remodel or replacement to be in the range of \$5 million - \$6.4 million. For context, a \$6 million loan with a twenty-year repayment would cost approximately \$360,000 per year. If the Board decides to move forward, a more thorough engineering study would be needed to provide further analysis.

The seller is prepared to move forward if the County is interested. Staff is now seeking direction to understand whether the Board shares interest in moving forward.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

This is the first item regarding this issue. The Board has purchased land and facilities from time to time as needed.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

N/A. Discussion and direction only.

ATTACHMENTS:

Facility Rental by Department (PDF)
McCormick Building Presentation (PDF)

RESULT: DIRECTION GIVEN



ReportName: Budget Compare by Account

Run By: lwesterlund@mariposacounty.org

Friday, January 21, 2022

Mariposa County

Budget Compare by Account - 60392 - Rents and Leases - Buildings

60392 Rents and Leases - Buildings

**Current Adjusted
Budget**

2021-2022

Yearly Plan

Fund	Department	Program	
1001 General Fund	115 Human Resources	No Program	15,000
1001 General Fund	143 Economic Development	No Program	-
1001 General Fund	205 Grand Jury	No Program	9,720
1001 General Fund	107 Auditor	No Program	750
1001 General Fund	108 Treasurer/Tax Collector	No Program	174
1001 General Fund	120 County Clerk	No Program	174
1001 General Fund	121 Elections	No Program	2,667
1001 General Fund	235 Agricultural Commissioner	No Program	22,240
1001 General Fund	212 District Attorney	No Program	0
1001 General Fund	228 Fire	No Program	1,300
1001 General Fund	216 Sheriff	No Program	66,100
1001 General Fund	128 Facility Maintenance	No Program	5,000
1001 General Fund	304 Public Works Administration	No Program	3,325
1001 General Fund	313 Public Works Executive	No Program	2,100
1001 General Fund	317 Surveyor	No Program	2,439
1001 General Fund	350 Engineering	No Program	9,749
1001 General Fund	608 UC Cooperative Extension	No Program	20,205
1001 General Fund	402 Behavioral Health	No Program	83,175
1001 General Fund	403 Alcohol And Drug	No Program	6,775
1001 General Fund	501 Social Services	No Program	850
1001 General Fund	507 Human Services Administration	No Program	1,350,000
2850 First 5	110 Trust and Agency Funds	5AD	-
2850 First 5	110 Trust and Agency Funds	No Program	-
3033 Transportation Planning Fund	307 Local Transportation	No Program	2,439
3215 Victim Witness Fund	215 Victim Witness	MVW Mariposa Victim Witness Grant	6,299
3215 Victim Witness Fund	215 Victim Witness	No Program	-
3334 Community Energy Grants	402 Behavioral Health	No Program	2,143
3341 Senior Services Fund	519 Adults and Aging	CON C1	16,225
3341 Senior Services Fund	519 Adults and Aging	CTW C2	5,500
3341 Senior Services Fund	519 Adults and Aging	No Program	8,000

Attachment: Facility Rental by Department (12570 : McCormick Building Purchase)

3385 Tobacco Cessation-Health	401 Health Division	No Program	-
3427 Prop 56 Tobacco Tax	401 Health Division	No Program	-
3432 Community Correct AB109	224 Probation	No Program	50,000
3449 Whole Person Care Fund	402 Behavioral Health	No Program	-
3452 Emergency Planning Grant	216 Sheriff	No Program	25,200
3468 IAP Fund	401 Health Division	No Program	25,000
3470 Cal-Fresh Healthy Living	401 Health Division	No Program	0
3479 Covid-19 CDSS Fund	401 Health Division	No Program	-
3480 Covid-19 HHAP/COC Fund	401 Health Division	No Program	-
3482 Covid-19 CDHP/PHEP Fund	401 Health Division	No Program	-
3494 Crisis Care Mobile Units	401 Health Division	No Program	4,000
3536 MHSA Fund - ASOC/CSOC	402 Behavioral Health	No Program	23,860
3319 Mariposa Parking	304 Public Works Administration	No Program	1,600
6606 Transit	505 Transit	No Program	5,500
6616 Plant Operations	408 Plant Operations	No Program	3,046
Total Account	Total Departments	Total Program	1,780,555

Page 1 of 1

Attachment: Facility Rental by Department (12570 : McCormick Building Purchase)

YTD Actuals	Actual		
2021-2022 YearTotal	2020-2021 YearTotal	2019-2020 YearTotal	2018-2019 YearTotal
4,517	13,383	13,056	12,743
-	-	464	696
6,480	9,720	9,720	9,720
390	696	696	696
98	24,829	179	179
66	179	179	179
1,404	2,700	2,574	2,484
7,413	15,993	20,592	20,016
-	-	0	0
-	1,300	1,300	22,300
22,916	64,199	64,904	59,821
5,000	5,000	5,000	5,000
-	8,218	7,000	14,700
-	3,522	-	-
-	4,392	-	-
-	8,769	7,265	32,914
8,895	16,042	18,856	19,035
-	95,905	1,267	2,264
-	7,252	8,310	6,395
-	844	0	0
675,133	1,316,011	1,258,354	1,229,352
800	-	-	-
4,800	9,600	9,600	9,600
-	1,950	1,453	5,389
1,100	-	15,800	13,100
2,200	5,700	-	-
1,425	1,425	1,425	0
2,189	-	14,271	13,821
784	-	5,073	4,910
12,215	28,967	9,195	8,903

150	4,572	0	0
150	4,644	0	0
6,600	15,000	15,574	15,959
-	-	0	800
10,500	23,100	19,250	0
2,000	-	-	-
-	5,184	0	0
-	32,340	383,660	0
-	-	7,432	0
-	40,459	3,265	0
-	-	-	-
10,950	16,546	22,021	22,398
-	1,500	1,500	1,503
1,562	3,219	3,169	3,067
-	2,918	1,816	6,669
789,735	1,796,078	1,934,220	1,544,613

The background of the slide features a large, faint, blue-tinted seal of Marquette University. The seal is circular and contains a central illustration of a building with a clock tower, flanked by two trees. Above the building is a sunburst. The words "MARQUETTE UNIVERSITY" are written in a circular path around the central image, with the year "1850" at the bottom.

Discussion and Direction for Possible Purchase of the McCormick Building

5114 Bullion Street

- 0.351 acres
- Former Baptist church
- 7,114 square feet
- Connected to MPUD
- Connected to PG&E
- Zoning: Professional Office



4975 12th Street

- 0.135 acres
- Former parsonage
- 1675 square feet
- Built around 1965
- Zoned Professional Office
- Connected to MPUD, PG&E
- Adjacent to 1/3-acre parking lot with no assigned address



The Property

- 0.82 acres
- 9,189 square feet
 - Public Works estimates 9,600
 - Seller estimates 9,800
- Asking \$2.1 million
- Repair/replace: \$300 - \$450/ft²
- Total cost for purchase and remodel / replacement:
\$5 million - \$6.4 million



Potential Uses

- Consolidating County offices
 - Currently 8 rentals in town
 - Opens space for nonprofits (Fire Safe Council, RCD, etc.)
 - Purchase cost exceeds savings
- Convert to Housing
 - Would seek state funding
 - 40-year commitment
- Preserve for future needs
 - Ideal location next to offices



Next Steps

Move Forward

- On waitlist for appraisal
 - Could negotiate purchase price
- Schedule additional inspections
- Begin specific plan for use
- Pursue funding (loan, grant, etc.)

Let It Go

- Cancel appraisal
- No further action

Discussion and Direction