MARIPOSA COUNTY

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

ACTION SUMMARY MINUTES

January 17, 2023

A. Call to Order and Roll Call

Chair Smallcombe opened the meeting and continued it to 10:00 AM due to weather.

B. 10:00 AM Reconvened

Chair Smallcombe called the meeting to order.

Attendee Name	Title	Status	Arrived
Danette Toso	Supervisor	Present	10:00 AM
Shannon Poe	Supervisor	Present	10:00 AM
Rosemarie Smallcombe	District I Supervisor	Present	10:00 AM
Wayne Forsythe	District IV Supervisor	Present	10:00 AM
Miles Menetrey	District V Supervisor	Present	10:00 AM

C. Pledge of Allegiance

Vince Cole/Commander of the Mariposa American Legion Post 567 led the pledge. The National Anthem was observed following the pledge.

D. Introductions

Chair Smallcombe introduced the Honorable Superior Court Judge Anita Starchman-Bryant.

E. Swearing in of New Officials

Honorable Judge Starchman-Bryant swore in newly elected Danette Toso/District 3 County Supervisor, Shannon Poe/District 2 County Supervisor Courtney Progner-Morrow/Treasurer/Tax Collector/County Clerk and Jeff Aranguena/Superintendent of Schools. She also swore in re-elected Rosemarie Smallcombe/District 1 County

Supervisor, Luis Mercado/Auditor, Vincent Kehoe/Assessor/Recorder, and Walter Wall/District Attorney.

F. Refreshment Break

10:07 PM Chair Smallcombe recessed for refreshment break.

G. Selection of Chair and Vice-Chair

10:26 PM Chair Smallcombe reconvened the Board meeting.

1. **Clerk of the Board of Supervisors RES-2023-2**

Selection of the Board of Supervisors Chair for 2023

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

ACTION: Miles Menetrey was selected at the 2023 Board Chair.

2022 Chair Smallcombe passed the gavel to the 2023 Chair Menetrey.

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Wayne Forsythe, District IV Supervisor
SECONDER: Shannon Poe, Supervisor
AYES: Toso, Poe, Smallcombe, Forsythe, Menetrey

2. **Clerk of the Board of Supervisors RES-2023-3**

Selection of the Board of Supervisors Vice-Chair for 2023

Chair Menetrey gave a few announcements on how he would like to proceed moving forward as Chair. No public comment.

ACTION: Wayne Forsythe was selected at the 2023 Vice-Chair.

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

H. Gavel Presentation

1. **Clerk of the Board of Supervisors 2023-1**

Presentation of the Gavel Plaque to Supervisor Smallcombe for Serving as the 2022 Board of Supervisors Chair (Board Chair)

No public comment. Chair Menetrey presented Supervisor Smallcombe with the gavel plaque and thanked her for her service as the 2022 Board Chair.

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Wayne Forsythe, District IV Supervisor
SECONDER: Danette Toso, Supervisor
AYES: Toso, Poe, Smallcombe, Forsythe, Menetrey

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

Chair Menetrey noted 12 items required a 4/5ths vote. No public comment.

Chair Menetrey commented on CA.6 noting he was shocked to see one set of committee minutes. He noted that committees needed to submit their minutes.

Supervisor Smallcombe commented on CA.10 and asked that the item be changed from a one-year term to a four-year term. Joe Lynch/Health and Human Services Agency Director noted due to the State; we have to have access for seven years, he also noted pulling this item does not compromise the contract.

Chair Menetrey comment on CA. 15 thanking the Board.

Supervisor Poe commented on CA.17 noting the reason he nominated Warren Gray was due to him being a retired Firefighter and being a 3rd generation family in District 2. He noted Mr. Gray has had good and bad dealings with the Planning and Building Departments and believes he is the right person for this position.

Supervisor Forsythe asked Shannon Hansen/Public Works Director to note for the listening public why the emergency repairs say $400,0000. She noted it is a not to exceed amount and we will not know how much the repairs will cost until they are complete.

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

CA1. **Health and Human Services RES-2023-4**

Resolution Continuing a Shelter Crisis Local Emergency in Mariposa County

CA2. **Health and Human Services RES-2023-5**

Resolution Continuing the Local Health Emergency Due to the Oak Fire

CA3. **Sheriff's Office RES-2023-6**

Resolution Continuing the Local Emergency Due to the Oak Fire

CA4. **Sheriff's Office RES-2023-7**

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

CA5. **Board of Supervisors 2023-2**

Proclaim the Month of January 2023 as "Human Trafficking Awareness Month"

CA6. **Clerk of the Board of Supervisors (ID # 13567)**

Receive Minutes of the Committees Established by the Mariposa County Board of Supervisors Pursuant to Resolution 22-115, Section 10.2

CA7. **Fire RES-2023-8**

Approve Updated Budget Action Form to Utilize Appropriate Accounts for the Purchase of Attachments and Maintenance for Fuel Reduction Equipment; Approve Budget Action Increasing Revenue and Expense Recognizing Unanticipated Revenue ($230,000) 4/5ths Vote Required

CA8. **Health and Human Services RES-2023-9**

Approve a Memorandum of Understanding (MOU) with Self Help Enterprises (SHE) and AWI Management Corporation to Further Detail the Separate and Distinct Roles and Responsibilities of Each Party in Supporting the No Place

Like Home (NPLH) Residents at Creekside Terrace Affordable Rental Community; and Authorize the Director of Health and Human Services Agency (HHSA) to Sign the MOU

CA9. **Health and Human Services RES-2023-10**

Approve Amendment to Loan Agreement for Whole Person Care Mental Health Homeless Housing Funding to Finance the Mariposa Creekside Terrace Housing Project Increasing the Amount by $400,000 to a New Amount Not to Exceed $1,000,000; and Authorize the Board of Supervisors Chair to Sign the Amendment

10. Withdrawn from the Agenda

CA11. **HHS/Employment and Community Services RES-2023-11**

Approve Memorandum of Understanding (MOU) with the California Department of Social Services (CDSS) Regarding Access to Confidential Data Related to Employment Development Department; and Authorize the Health and Human Services Director to Sign the MOU as Instructed by CDSS

CA12. **HHS/Public Health RES-2023-12**

Approve Future of Public Health Funding Annual Certification Agreement #FoPH-024 for FY 22/23 in the Amount of $421,193; Authorize the Health and Human Services Agency Director to Sign the Annual Certification and Any Subsequent Amendments (Subject to Approval as to Legal Form by County Counsel); and Approve Budget Action Increasing Revenue and Appropriations in the Health and Human Services Budget ($421,193) 4/5ths Vote Required

CA13. **HHS/Social Services RES-2023-13**

Approve the Receipt of the United States Department of Agriculture (USDA) Emergency Rural Health Care Grant; Authorize the Health and Human Services Agency (HHSA) Director to Sign the Grant Agreement; and Approve Budget Action Increasing Unanticipated Revenue and Appropriations in the Health and Human Services Budget ($216,445) 4/5ths Vote Required

CA14. **Planning 2023-3**

Recognize the Service of Will Fassett for His Contributions to the Historic Sites and Records Preservation Commission, and Creative Placemaking Strategy Advisory Committee

CA15. **Planning 2023-4**

Recognize the Service of Eileen Collins and Karen Smith as Members of the Code Compliance Advisory Committee

CA16. **Planning 2023-5**

Appoint Ed Walls as Planning Commissioner for District I for a Term Coinciding with the Term of District I Supervisor, Rosemarie Smallcombe

CA17. **Planning 2023-6**

Appoint Warren Gray as Planning Commissioner for District II for a Term Coinciding with the Term of District II Supervisor, Shannon Poe

CA18. **Planning 2023-7**

Appoint Mick Herman as Planning Commissioner for District III for a Term Coinciding with the Term of District III Supervisor, Danette Toso

CA19. **Public Works RES-2023-14**

Approve Budget Action Recognizing Unanticipated Revenue and Increasing Revenue and Expense in the Airport Budget from State Fuel Flowage Fees for Cal Fire Helicopters During the Oak Fire ($82,000) 4/5ths Vote Required

20. Item removed for Amendment

CA21. **Public Works RES-2023-15**

Ratify the Agreement with SCCI for the West Whitlock Road Emergency Repairs Which Were Completed on December 14Th, 2022; and Find the Project Meets All Emergency Requirements Pursuant to the Public Contract Code Section 22050 and that the Emergency Did Not Permit a Delay Resulting from a Competitive Solicitation for Bids, and that the Action was Necessary to Respond to the Emergency 4/5ths Vote Required

CA22. **Public Works RES-2023-16**

Approve an Agreement with Keith Williams Excavation for the Indian Peak Road Emergency Repairs; Authorize the Board of Supervisors Chair to Sign the Agreement (Subject to Approval as to Legal Form by County Counsel); and Find the Project Meets All Emergency Requirements Pursuant to the Public Contract Code Section 22050 and that the Emergency Did Not Permit a Delay Resulting from a Competitive Solicitation for Bids, and that the Action was Necessary to Respond to the Emergency 4/5ths Vote Required

CA23. **Public Works RES-2023-17**

Approve an Agreement with Palmer Tractor for the Allred Road Emergency Repairs; Authorize the Board of Supervisors Chair to Sign the Agreement (Subject to Approval as to Legal Form by County Counsel); and Find the Project Meets All Emergency Requirements Pursuant to the Public Contract Code Section 22050 and that the Emergency Did Not Permit a Delay Resulting from a Competitive Solicitation for Bids, and that the Action was Necessary to Respond to the Emergency 4/5ths Vote Required

CA24. **Public Works RES-2023-18**

Approve an Agreement with SCCI for the Worman Road Emergency Repairs; Authorize the Board of Supervisors Chair to Sign the Agreement (Subject to Approval as to Legal Form by County Counsel); and Find the Project Meets All Emergency Requirements Pursuant to the Public Contract Code Section 22050 and that the Emergency Did Not Permit a Delay Resulting from a Competitive

Solicitation for Bids, and that the Action was Necessary to Respond to the Emergency 4/5ths Vote Required

CA25. **Public Works RES-2023-19**

Approve an Agreement with George Reed for the Oak Road Bridge Emergency Repairs; Authorize the Board of Supervisors Chair to Sign the Agreement (Subject to Approval as to Legal Form by County Counsel); and Find the Project Meets All Emergency Requirements Pursuant to the Public Contract Code Section 22050 and that the Emergency Did Not Permit a Delay Resulting from a Competitive Solicitation for Bids, and that the Action was Necessary to Respond to the Emergency 4/5ths Vote Required

CA26. **Public Works RES-2023-20**

Approve an Agreement with George Reed for the Triangle Road Emergency Repairs; Authorize the Board of Supervisors Chair to Sign the Agreement (Subject to Approval as to Legal Form by County Counsel); and Find the Project Meets All Emergency Requirements Pursuant to the Public Contract Code Section 22050 and that the Emergency Did Not Permit a Delay Resulting from a Competitive Solicitation for Bids, and that the Action was Necessary to Respond to the Emergency. 4/5ths Vote Required

CA27. **Public Works RES-2023-21**

Approve an Agreement with George Reed for the Jerseydale Road Emergency Repairs; Authorize the Board of Supervisors Chair to Sign the Agreement (Subject to Approval as to Legal Form by County Counsel); and Find the Project Meets All Emergency Requirements Pursuant to the Public Contract Code Section 22050 and that the Emergency Did Not Permit a Delay Resulting from a Competitive Solicitation for Bids, and that the Action was Necessary to Respond to the Emergency 4/5ths Vote Required

J. Items removed from Consent Agenda

1. **HHS/Behavioral Health & Recovery Services (ID # 13141)**

Approve an Agreement with Kings View Corporation to Provide Electronic Health Record Information System Technical Support and All Pay Sources Billing Services to Health and Human Services Agency (HHSA) in an Amount Not to Exceed $142,962; and Authorize the Board of Supervisors Chair to Sign the Agreement

RESULT: WITHDRAWN

2. **Public Works RES-2023-22**

Adopt a Resolution Accepting a Grant Award from the California Department of Water Resources (DWR) for Yosemite West Leach Field Improvements; Approve a Budget Action Recognizing Unanticipated Revenue in the Public Works Budget ($437,000) ; and Authorize the Board of Supervisors Chair to Sign a Grant Resolution Authorizing the Public

Works Director to Prepare All Necessary Documents with the DWR (Subject to Approval as to Legal Form by County Counsel) 4/5ths Vote Required

Supervisor Smallcombe commented on CA.20 acknowledging the partnership between Public works and the Mariposa County Resource Conservation District (MCRCD). She noted the MCRCD has been running a program and wanted to acknowledge the partnership between Public Works and RCD. RCD has been running a program and we are grateful for their partnership.

AMENDMENT: Add the language "Sign and prepare" as authorities for the Publics Works Director.

RESULT:	**ADOPTED AS AMENDED [UNANIMOUS]**
MOVER:	Rosemarie Smallcombe, District I Supervisor
SECONDER:	Wayne Forsythe, District IV Supervisor
AYES:	Toso, Poe, Smallcombe, Forsythe, Menetrey

K. Board Recognitions

1. **Board of Supervisors RES-2023-23**

Resolution and Tile Plaque Recognizing Karen Herman Upon Her Retirement from the Treasurer – Tax Collector – County Clerk's Office (Board Chair)

Chair Menetrey introduced the item. Public comment received from Keith Williams/Retired Treasurer/Tax Collector/County Clerk noted Karen had worked for him for 16 years and wished her well in her retirement and Steve Engfer/Interim Planning Director noted he will miss working with her to file CEQA documents.

Chair Menetrey and Supervisors Forsythe, Smallcombe, Toso, and Poe all commented on her kindness and professionalism and wished her will in her retirement with her family noting she will be a friendly face that will be missed.

Chair Menetrey presented Karen with the resolution and tile plaque.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Wayne Forsythe, District IV Supervisor
SECONDER:	Danette Toso, Supervisor
AYES:	Toso, Poe, Smallcombe, Forsythe, Menetrey

L. Departmental Presentation

Pete Judy/Interim Chief Probation Officer noted he is required to make the announcement that he retired as of January 7th and has been appointed interim until his position is filled by the Judge. He presented a letter of resignation to the Clerk of the Board to include in the Minutes. Supervisors Smallcombe and Forsythe thanked him for his service.

Shannon Hansen updated the Board on projects going on in the County and current road conditions. She noted Allred Road and Jerseydale Road are open, and Oak Road Bridge is almost complete. She announced the roads that were still closed were Indian Peak, Worman Road, Triangle Road, Preston Road, West Westfall, and one lane on Hornitos Road. She thanked her team for their work. She switched gears and handed the Clerk of the Board flyers for an upcoming tire amnesty day. She

announced that if public members see damage to contact her at 209-966-5356 or email her at shansen@mariposacounty.org.

Joe Lynch gave an update on Health and Human Services Agency since the Atmospheric River event, noting they placed a family in a hotel and opened a shelter. He also announced they have been assisting Merced County by providing Public Health Nurses and staff for their shelter. He also noted the county is losing an incredible person of knowledge with Mr. Judy leaving.

Steven Ward/Mariposa Fire/Cal Fire Division Chief announced that four of the old engines were possibly going to be sold with three to Tuolumne County and one to Merced County, however, because they were originally purchased with FEMA funds they were looking into if they needed to be donated versus sold. Chief Ward noted they hired four more reserve firefighters.

Dallin Kimble noted he recalled a discussion regarding American Rescue Plan Act (ARPA) funds, he noted they are looking at another segment of $2.5 Million which the County applied for and was awarded. He noted we needed to look at where those funds are to be allocated.

M. Public Comment on Non-Agenda Items

Mike Bruso/Bear Valley wished the Board a Happy New Year; he brought up the rise in food costs, noting his wife makes tamales and couldn't believe how expensive masa was. He recalled a comment made by a Milton Freeman on the Donahue Show where it was said the cost isn't the store's fault; it is because of over-spending governments. He reiterated to the board the importance of fiscal responsibility.

Recess Board of Supervisors

11:40 AM Chair Menetrey recessed the Board meeting and the Clerk of the Board read the Government Code announcement.

N. LOCAL TRANSPORTATION COMMISSION

11:41 PM 2022 Local Transportation Commission (LTC) Chair Smallcombe called the meeting to order.

Public Comment Period

No public comment.

LTC Regular Agenda

1. **Clerk of the Board of Supervisors LTC-2023-1**

Selection of 2023 Local Transportation Commission Chair

No public comment. Board discussion ensued.

ACTION: Wayne Forsythe was selected at the 2023 Local Transportation Commission Chair.

2022 Chair Smallcombe passed the gavel to 2023 Chair Forsythe.

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Miles Menetrey, District V Supervisor
SECONDER: Danette Toso, Supervisor
AYES: Toso, Poe, Smallcombe, Forsythe, Menetrey

2. **Clerk of the Board of Supervisors LTC-2023-2**

Selection of 2023 Local Transportation Commission Vice-Chair

No public comment. Board discussion ensued.

ACTION: Miles Menetrey was selected at the 2023 Local Transportation Commission Vice-Chair.

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

3. **Public Works LTC-2023-3**

Approve an Agreement with CA Department of Transportation, Division of Rail and Mass Transportation (DRMT) for Mariposa Transit Operating Expenses; and Authorize the Local Transportation Commission (LTC) Executive Director to Sign the Agreement

Jeannie Morvay-Clayton/Public Works Transportation Planner this is a small portion No public comment.

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

Adjourn LTC

11:47 AM Chair Forsythe adjourned the LTC meeting.

Reconvene as Board of Supervisors

11:47 PM Chair Menetrey reconvened the Board of Supervisors meeting.

O. Regular Agenda Items

1. **HHS/Fiscal RES-2023-24**

Rescind Resolution 2022-729; Approve an Agreement to Hire Jonathan Harry as a Retired Annuitant Extra Help Psychiatrist at the Hourly Rate of $270.86; and Authorize the Board of Supervisors Chair to Sign the Agreement

Dr. Kristina Allen/Division Director Health Services noted this originally came before the Board on December 20th, 2022 and was adopted with resolution 2022-729. She noted the original action did not include the scope of work which is required. This action would correct the document to include the scope of work. No public comment.

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

2. **Auditor** **RES-2023-25**

Adopt a Resolution to be Submitted to CalPERS that is Required to Bypass the 180 Day Waiting Period to Hire Jonathan Harry as a Retired Annuitant Extra Help Psychiatrist at the Hourly Rate of $270.86

Luis Mercado/Auditor gave the staff report noting this is an extension of the previous board item. No public comment.

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

3. **Auditor** **RES-2023-26**

Adopt a Resolution Establishing Health Insurance Contributions for Current Retirees to be Effective March 1, 2023

Luis Mercado gave the staff report. No public comment.

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

4. **Planning** **RES-2023-27**

Adopt a Resolution Authorizing the Submittal of an Application to the California Natural Resources Agency Environmental Enhancement and Mitigation (EEM) Grant Program to Support Landscape Restoration in the Phase III Segment of the Mariposa Creek Parkway; Approve a Letter from the Board Chair Related to the Restoration's Landscape Performance; and Authorize the Board of Supervisors Chair to Sign the Grant Agreement and Other Subsequent Grant Administration Documents as Needed, If Awarded (Subject to Approval as to Legal Form by County Counsel)

Steve Engfer gave the staff report. No public comment

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

5. **Planning** **RES-2023-28**

Accept Funding from the Clean California Grant Program and Approve Budget Action Increasing Revenue and Appropriations in the Planning Department Budget in Order to Implement the Grant ($150,000) 4/5ths Vote Required

Steve Engfer gave the staff report. No public comment.

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

Items 6 - 9 were taken up at the 2:00 PM reconvene

Regular agenda items 6-9 were taken up at 2:00 PM as items Q.1-4.

P. Closed Session

11:59 AM Chair Menetrey recessed the Board into closed session after reading the items.

1. **Administration/Human Resources (ID # 13627)**

CLOSED SESSION: Conference with County Labor Negotiator; Name of Employee Organization: United Domestic Workers of America (UDW) for In-Home Supportive Services (IHSS) Providers; Name of County Designated Representative: Shelline Bennett

No public comment.

RESULT: **CLOSED SESSION HELD**

2. **Administration (ID # 13666)**

CLOSED SESSION: Public Employee Position to be Filled [Government Code Section 54957(B)(1)]-Planning Director

No public comment.

RESULT: **CLOSED SESSION HELD**

Q. 2:00 PM Reconvene

2:01 PM Chair Menetrey reconvened the Board meeting and noted that during closed session, information received and direction given on item 1. He announced that item 2 was recessed and would be taken up after the 2:00 PM reconvene items.

1. **Treasurer-Tax Collector-County ClerkRES-2023-29**

Receive and Consider Request of David Atkins to Waive Penalties; Receive Information and Make Determination Whether Good Cause Exists to Waive Penalties Under Mariposa County Code 3.36.080 and 3.36.090.

Courtney Progner-Morrow/Tax Collector/Treasurer/County Clerk gave the staff report noting this was during the Oak Fire. No public comment. Board discussion ensued.

ACTION: Penalty Fees were waived.

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Wayne Forsythe, District IV Supervisor
SECONDER: Danette Toso, Supervisor
AYES: Toso, Poe, Smallcombe, Forsythe, Menetrey

2. **Treasurer-Tax Collector-County ClerkRES-2023-30**

Receive and Consider Request of Diane Martin to Waive Penalties; Receive Information and Make Determination Whether Good Cause Exists to Waive Penalties Under Mariposa County Code 3.36.080 and 3.36.090.

No public comment. In response to a question from Supervisor Poe, Chair Menetrey noted this is not a frequent request. Supervisor Smallcombe noted this item was difficult for her to support due to inconsistencies in the request.

ACTION: Penalty Fees were waived.

RESULT: **ADOPTED [3 TO 1]**
MOVER: Wayne Forsythe, District IV Supervisor
SECONDER: Danette Toso, Supervisor
AYES: Danette Toso, Wayne Forsythe, Miles Menetrey
NAYS: Rosemarie Smallcombe
ABSTAIN: Shannon Poe

3. **Administration RES-2023-31**

Approve Budget Action to Correct Plant Operations Utility District Budgets and Vehicle Purchase Budgets Increasing General Fund Contingency by ($38,284) ($175,664) 4/5ths Vote Required

Leigh Westerlund/Assistant County Administrative Officer gave the staff report with a PowerPoint Presentation. Noting the budgets were double counted and this budget action is to account accurately the funds needed. No public comment. Board discussion ensued.

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

4. **Administration (ID # 13716)**

Discussion and Direction Regarding Oak Fire Recovery

Dr. Eric Sergienko/County Health Officer/Local Disaster Recovery Coordinator noted for the new members, this is a standing item. He noted a re-occurring question is what the County's cost share will be and stated it will be roughly 10%, and the State will pick up 90% or more. He announced 116 sites out of 142 are completed with total debris removal, and 7 were pending sign-off. He announced 20 sites were pending erosion control. Dr. Sergienko noted in regard to hazard tree removal that 7 sites were pending.

Julie Simms/Division Director of Administrative Services noted in October that the Board committed to paying permit fees for Oak Fire Survivors. She noted they encountered a few hiccups, but the first electronic wire of funds to the Building Department was successful for permit release.

Debra Willis/Building Director noted it was a coordinated effort, and the new

solution meets her statutory requirements to release a permit.

Joe Lynch wanted to bring clarity and context to the lag of timing, nothing this is a first for the State and County on how we are managing this disaster. He noted in Detwiler, the County paid the blue tag permit but no other permit, and this round, we are also providing case managers. Mr. Lynch noted he is proud of his team and our county is receiving calls from other counties. He also announced we are now 6 months post-fire and that if individuals need help to contact 209-966-2000.

Board discussion ensued in which Chair Menetrey thanked the team and noted this should go to the California State Association of Counties (CSAC) for their achievement award. Supervisor Forsythe also thanked the team, noting it is hard to describe what these individuals are going through with losing everything and then now being pelted with rain. Supervisor Smallcombe thanked them for their work as well.

2:51 PM the Clerk of the Board stepped down and Tracy Gauthier/Deputy Clerk of the Board II took over as clerk.

RESULT: **INFORMATION RECEIVED**

5. **Clerk of the Board of Supervisors** **RES-2023-32**

Set the Board's 2023 Meeting Schedule

Danielle Bondshu/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.

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

6. **Clerk of the Board of Supervisors** **(ID # 13664)**

Review and Select Board Members to Serve as 2023 Policy Area Liaisons

Danielle Bondshu gave the staff report. No public comment. Board discussion ensued. The Board gave direction for seven substitutions, as well as changes to one policy area.

DIRECTION:

·***Move the Airport back under Public Works; no longer a stand alone policy area.***

·***Substitute Supervisor Toso for Supervisor Long as Fire liaison.***

·***Substitute Supervisor Toso for Supervisor Long as Fiscal & Educational Services liaison.***

·***Substitute Supervisor Poe for Supervisor Long as General Government liaison.***

·***Substitute Supervisor Poe for Supervisor Forsythe as Health and Human Services liaison.***

·***Substitute Supervisor Poe for Supervisor Forsythe as Infrastructure liaison.***

·***Substitute Supervisor Toso for Supervisor Smallcombe and Supervisor Poe for***

Supervisor Long as Water liaisons.

RESULT: DIRECTION GIVEN

7. **Clerk of the Board of Supervisors 2023-8**

Appoint Board Members as Contact Area Liaisons for 2023

Danielle Bondshu gave the staff report. No public comment. Board discussion ensued.

DIRECTION:

Changes to the Board Member Contact Areas were as follows:

·***Substitute Supervisor Poe for Supervisor Menetrey as a contact for John C. Fremont Healthcare District.***

· ***Substitute Supervisor Toso for Supervisor Long as a contact for Mariposa Public Utility District.***

·***Substitute Supervisor Poe for Supervisor Sweeney and Supervisor Forsythe for Supervisor Long as contacts for the State Mineral Museum.***

·***Substitute Supervisor Poe for Supervisor Menetrey as a contact for Yosemite Gateway Partners.***

·***Substitute Supervisor Poe for Supervisor Menetrey as a contact for Yosemite National Park Service.***

RESULT: DIRECTION GIVEN

8. **Clerk of the Board of Supervisors RES-2023-33**

Review and Select Board Member Representation on In-County Committees, Commissions, and Boards

No public comment. Danielle Bondshu gave the staff report. Board discussion ensued.

ACTION:

·***Supervisor Toso was appointed and Supervisor Smallcombe was reappointed to the Mariposa County Safety Committee for terms expiring January 17, 2024.***

·***Supervisors Smallcombe and Menetrey were reappointed to the Local Agency Formation Commission (LAFCo) for terms expiring May 3, 2027; Supervisor Toso was substituted in for Supervisor Long as the LAFCo Alternate, for a term expiring May 3, 2027.***

·***Supervisor Menetrey was appointed to the Local Enforcement Agency Hearing Panel, for a term expiring January 17, 2027.***

·***Supervisor Smallcombe was appointed to the Mariposa County Childcare Task Force, for a term expiring January 17, 2024.***

·***Supervisor Poe was substituted in for Supervisor Long to the Creative Placemaking Strategy Advisory Committee to fill an unexpired term ending***

February 29, 2024.

·***Supervisor Smallcombe was appointed to the Merced River Trail Community Working Group, for a term expiring February 28, 2026.***

·***Supervisor Smallcombe was appointed to the Community Corrections Partnership, for a continuous term.***

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

9. **Clerk of the Board of Supervisors RES-2023-34**

Select and Approve Board Members as 2023 Agency Representatives

Danielle Bondshu gave the staff report. No public comment. Board discussion ensued.

ACTIONS:

Changes to the Agency Representative list were as follows:

·***"Mountain Valley Emergency Medical Services Agency and Regional Advisory Board" is now called "Mountain Counties".***

·***Substitute Supervisor Toso in as alternate to the Calaveras-Mariposa Community Action Agency.***

·***Substitute Supervisor Smallcombe in as Representative and substitute Supervisor Poe in as Alternate to the Central Sierra Economic Development District Committee (CSEDD).***

·***Substitute Supervisor Toso in as Representative for the Job Connection Mariposa Governing Board (Mother Lode Job Training).***

·***Substitute Supervisor Smallcombe in as Representative to the Joint Powers Authority of the Central Sierra Economic Development District (CSEDD).***

·***Substitute Supervisor Poe in as Representative for the Mountain Counties Air Basin.***

·***Substitute Supervisor Poe in as Alternate for Mountain Valley Emergency Medical Services Agency and Regional Advisory Board (Now called Mountain Counties).***

·***Substitute Supervisor Menetrey in as Representative for the San Joaquin Valley Regional Association of California Counties.***

·***Substitute Supervisor Poe in as Representative for the SouthWest InterFace Team (SWIFT).***

·***Substitute Supervisor Poe in as Representative to the Yosemite/Mariposa County Tourism Bureau, with Supervisor Toso named as the Second Board Representative.***

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

R. Board Information

Information received.

Report Out

5:39 PM Chair Menetrey reported that during the reconvene of closed session item 2, information received and direction was given.

S. Adjournment

5:39 AM Chair Menetrey adjourned the meeting in memory of Leroy Radanovich.

Respectfully submitted,

Danielle Bondshu
Clerk of the Board

Tracy Gauthier
Deputy Clerk of the Board II

Miles Menetrey
Chair, Board of Supervisors

MARIPOSA COUNTY

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

RESOLUTION - ACTION REQUESTED 2023-2

MEETING: January 17, 2023

TO: The Board of Supervisors

FROM: Danielle Bondshu, Clerk of the Board

RE: Selection of the Board Chair for 2023

RECOMMENDATION AND JUSTIFICATION:
Select a member to serve as Chair of the Board of Supervisors for the 2023 calendar year.

California Government Code §25020 states:

> *The members of the board of supervisors shall elect a chairman, who shall preside at all meetings of the board. If he is absent or unable to act, the members present shall select one of their number to act as chairman temporarily by an order entered on the records of the board.*

BACKGROUND AND HISTORY OF BOARD ACTIONS:
Every year, the Board selects a member to act as Chair for the upcoming year. Rosemarie Smallcombe was Chair in 2022, Marshall Long was Chair in 2021, Kevin Cann was Chair in 2020, Miles Menetrey was Chair in 2019, and Rosemarie Smallcombe was Chair in 2018.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
If the Board does not select a Chair for the year, a temporary one will need to be selected each time one is needed.

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Wayne Forsythe, District IV Supervisor
SECONDER: Shannon Poe, Supervisor
AYES: Toso, Poe, Smallcombe, Forsythe, Menetrey

REF ID# 13527

MARIPOSA COUNTY

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

RESOLUTION - ACTION REQUESTED 2023-3

MEETING: January 17, 2023

TO: The Board of Supervisors

FROM: Danielle Bondshu, Clerk of the Board

RE: Selection of the Board Vice-Chair for 2023

RECOMMENDATION AND JUSTIFICATION:
Select a member to serve as Vice-Chair of the Board of Supervisors for the 2023 calendar year.

California Government Code §25020.1 States:

> *Instead of selecting a temporary chairman whenever the chairman is absent or unable to act, the members of the board of supervisors may elect a vice chairman who shall preside at all meetings of the board when the chairman is absent or unable to act.*

BACKGROUND AND HISTORY OF BOARD ACTIONS:
Every year, the Board selects a member to serve as Vice-Chair for the upcoming year. Miles Menetrey was Vice-Chair in 2022, Rosemarie Smallcombe was Vice-Chair in 2021, Marshall Long was Vice-Chair in 2020, Kevin Cann was Vice-Chair in 2019, and Miles Menetrey was Vice-Chair in 2018

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
If the Board does not select a Vice-Chair for the year, a temporary one will need to be selected each time one is needed. Additionally, there will be no one to fill in for the Board Chair when needed which may impact continuity of operations.

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

REF ID# 13528

MARIPOSA COUNTY

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

MEETING: January 17, 2023

TO: The Board of Supervisors

FROM: Danielle Bondshu, Clerk of the Board

RE: Gavel Plaque Presentation

RECOMMENDATION AND JUSTIFICATION:

Presentation of the gavel plaque to Supervisor Smallcombe for serving as the 2022 Board of Supervisors Chair.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The Board traditionally honors each retiring Chair.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The Board would miss the opportunity to recognize a member for their service as Board Chair.

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Wayne Forsythe, District IV Supervisor
SECONDER: Danette Toso, Supervisor
AYES: Toso, Poe, Smallcombe, Forsythe, Menetrey

MARIPOSA COUNTY

Health and Human Services · (209) 966-2000

RESOLUTION - ACTION REQUESTED 2023-4

MEETING: January 17, 2023

TO: The Board of Supervisors

FROM: Joe Lynch, Health & Human Services Agency Director

RE: Continue a Shelter Crisis Local Emergency in Mariposa County

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

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

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

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

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

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

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

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

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

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

MARIPOSA COUNTY

Health and Human Services · (209) 966-2000

RESOLUTION - ACTION REQUESTED 2023-5

MEETING: January 17, 2023

TO: The Board of Supervisors

FROM: Joe Lynch, Health & Human Services Agency Director

RE: Continue the Oak Fire Local Health Emergency

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

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

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

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

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

FINANCIAL IMPACT:
Not Applicable.

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

REF ID# 13674

MARIPOSA COUNTY

Sheriff's Office · 209 966-3615

RESOLUTION - ACTION REQUESTED 2023-6

MEETING: January 17, 2023

TO: The Board of Supervisors

FROM: Jeremy Briese, Sheriff

RE: Continue the Local Emergency Due to the Oak Fire

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

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

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

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

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

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

FINANCIAL IMPACT:
•

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

REF ID# 13675

MARIPOSA COUNTY

Sheriff's Office · 209 966-3615

RESOLUTION - ACTION REQUESTED 2023-7

MEETING: January 17, 2023

TO: The Board of Supervisors

FROM: Jeremy Briese, Sheriff

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

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RECOMMENDATION AND JUSTIFICATION:

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

BACKGROUND AND HISTORY OF BOARD ACTIONS:

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

January 11th, 2023: The Board ratified the January 5th, 2023 Local Emergency Proclamation Due to the 2022/2023 Meteorological "Atmospheric River" Event. Additionally, the Board has ratified similar proclamations in the past during other emergencies.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

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

FINANCIAL IMPACT:

•

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

REF ID# 13713

MARIPOSA COUNTY

Board of Supervisors · 209-966-3222

MEETING: January 17, 2023

TO: The Board of Supervisors

FROM: Rosemarie Smallcombe, District I Supervisor

RE: Human Trafficking Month Proclamation

RECOMMENDATION AND JUSTIFICATION:

Proclaim the Month of January 2023 as "Human Trafficking Awareness Month"

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The Board has approved similar Proclamations in the past. During the past few year, agencies have worked together to develop a community wide protocol for identifying and responding to Commercially Sexually Exploited Children (CSEC). This Proclamation serves to bring awareness to the issue of trafficking, as well as the community response to preventing and providing services to victims.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Do not approve and miss the opportunity to draw attention to this important issue.

ATTACHMENTS:
Human Trafficking Awareness (DOCX)

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

The Mariposa County Board of Supervisors

Proclaims

The Month of January 2023

As

"Human Trafficking Awareness Month"

WHEREAS human trafficking is the business of stealing freedom for profit. It is a multi-billion-dollar criminal industry that denies freedom to 24.9 million people worldwide; and

WHEREAS U.S. law defines human trafficking as use of force, fraud or coercion to compel a person into commercial sex acts or labor against their will. Victims are men, women, and children of all ages; and

WHEREAS, human trafficking is now considered the fastest growing criminal industry in the United States, California consistently being one of the top three states for trafficking; and

WHEREAS, assessing the full scope of human trafficking is difficult because so many cases go undetected, referred to as "the hidden figure of crime"; and

WHEREAS traffickers target vulnerable people who have needs they can fill. Sometimes offering material support such as housing, money, and clothing; other times offering love, emotional support, and a sense of belonging. Almost all victims know, trust, and sometimes even love their traffickers; and

WHEREAS the U.S. National Center for Missing and Exploited Children (NCMEC) new data report showed a 35% increase in reports of suspected child sexual abuse online in 2021, totaling 29.3 million reports which is the most they received in one year; and

WHEREAS Mountain Crisis Services from October 2021 to September 2022 assisted three human trafficking victims from Mariposa County. Mariposa County is not immune or safe from this heinous crime; and

WHEREAS advocates from Mountain Crisis Services will be joining millions of Americans nationwide in recognizing the growing need to stop human trafficking by acknowledging January as "Human Trafficking Awareness Month" and participating in "Human Trafficking Awareness Day" on January 11, 2023.

NOW, THEREFORE, BE IT KNOWN that the Mariposa County Board of Supervisors, a political subdivision of the State of California, hereby proclaims the month of January 2023 as **"Human Trafficking Awareness Month"** and urges all citizens to educate themselves about all forms of modern slavery and the signs and consequences of human trafficking.

PASSED AND ADOPTED by the Board of Supervisors of Mariposa County this 17th day of January 2023, by unanimous vote.

_____
Rosemarie Smallcombe, District I Supervisor

_____
Wayne Forsythe, District IV Supervisor

_____
Shannon Poe, District II Supervisor

_____
Miles Menetrey, District V Supervisor

_____
Danette Toso, District III Supervisor

Attachment: Human Trafficking Awareness (2023-2 : Human Trafficking Month Proclamation)

MARIPOSA COUNTY

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

MEETING: January 17, 2023

TO: The Board of Supervisors

FROM: Danielle Bondshu, Clerk of the Board

RE: Receive Minutes of the Committees

TITLE OF PRESENTATION:

Receive Minutes of the Committees Established by the Mariposa County Board of Supervisors Pursuant to Resolution 22-115, Section 10.2.

BACKGROUND AND HISTORY:

A Committee Policy was adopted by Resolution 22-115.

Per Section 10.2 of this policy it is required that all committees provide adopted minutes to the Clerk of the Board within thirty days of each meeting. For committees that meet quarterly or less frequently, draft minutes shall be submitted to the Clerk of the Board within thirty days of each meeting. In turn, the Clerk of the Board shall prepare an informational agenda item to submit the minutes to the Board of Supervisors.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The Board will not receive the minutes and the committees and Clerk of the Board will be out of compliance of Mariposa County Resolution 22-115.

ATTACHMENTS:
12-12-22 IHSS Advisory Committee Meeting - Minutes (PDF)

RESULT: INFORMATION RECEIVED BY CONSENT VOTE

In-Home Supportive Services

Public Authority Advisory Committee

of Mariposa County

Post Office Box 99

Mariposa, CA 95338

(209) 966-2000

MINUTES

Monday, December 12th, 2022

Video Conference

Members Present: Mary Wilson, Dana Hallett & Laura Conger

Members Absent: Eva Adams

Union Representative(s): N/A

Staff Present: Christy McCarthy, Janet Gass & Jason Allen

Board Of Supervisors (BOS) Liaison(s): Rosemarie Smallcombe

Guest(s): N/A

Recording Secretary: Jason Allen

DRAFT

Attachment: 12-12-22 IHSS Advisory Committee Meeting - Minutes (13567 : Receive Minutes of the Committees)

Call to Order and Introductions: Seeing a quorum, the regular meeting of the In-Home Supportive Services Advisory Committee was called to order at 1:32PM by Chair Dana Hallett. The Committee proceeded to consider the agenda and the following actions were taken or direction given:

1. Public Comments:
    a. N/A.
2. Resolution No. 2022-001:
    a. A resolution proclaiming a local emergency, ratifying the proclamation of a state of emergency by the Governor of the State of California on March 4, 2020 regarding an outbreak of respiratory illness due to a novel coronavirus (a disease now known as Covid-19), and authorizing remote teleconference meetings of the Mariposa County In-Home Supportive Services Advisory Committee for the period of November 14th – December 14th pursuant to Brown Act provisions.
        i. By unanimous vote, the committee approved the motion of Mary, with a second by Laura, to approve authorizing remote teleconference meetings of the Mariposa County In-Home Supportive Services Advisory Committee for the period of October December 12th., 2022 – January 12th., 2023.
        ii. Per the Board of Supervisors, this will no longer be an option as of March 2023 as the state of emergency declaration made by the state of California will be over. We will be returning to in-person

DRAFT

Attachment: 12-12-22 IHSS Advisory Committee Meeting - Minutes (13567 : Receive Minutes of the Committees)

meetings at Health & Human Services, 5362 Lemme lane as of the March 2023 meeting.

3. Approvals:
    a. November 14th, 2022 Agenda
    b. December 12th, 2022 Agenda:
    c. October 11th, 2022 Minutes: **(Attachment A)**
    d. November 14th, 2022 Minutes **(Attachment B)**
        i. By unanimous vote, the committee approved the motion of Mary, with a second by Laura, to approve the agendas from 11/14/22 & 12/12/22 as well as the minutes from 10/11/22 & 11/14/22.
4. UDWA - Union Status Update:
    a. N/A
5. Old Business:
    a. N/A
6. New Business:
    a. N/A
7. Committee Goals:
    a. Continue recruiting efforts.
8. Committee Concerns:
    a. N/A
9. Updates:
    a. BOS Update - Rosemarie Smallcombe: Governor's Master Plan on Aging / Americans with Disabilities Act (ADA)

DRAFT

Attachment: 12-12-22 IHSS Advisory Committee Meeting - Minutes (13567 : Receive Minutes of the Committees)

i. Rosemarie would like to take a few minutes during the January meeting to share information from a workshop scheduled for 12/14/22 about the Governor's Master Plan on Aging and Disability.

ii. An ADA Contract has been awarded to our county via our ADA coordinator; the coordinator will be meeting with department heads to discuss further action around reaching compliance. More information to come in Jan 2023.

b. Agency and Branch Updates:

i. Christy – IHSS:

1. IHSS employees sent out additional mailers to notify providers of requirement to sign up for direct deposit.
2. Regarding new applications, October 2022 saw 21, November 2022 saw 12 & December 2022 saw 5.
3. Mariposa IHSS Current caseload = 320 altogether, this is higher than it's been in approximately 7 years.
4. Will be putting more focus on working with providers and Public Authority.
5. Continuing on-going provider recruitments.

ii. Janet – Public Authority:

1. Working on improving customer service quality even more and identifying how to expedite provider referral precess.
2. After Jan 1 2023, will be making changes to how IHSS work is handled.

DRAFT

Attachment: 12-12-22 IHSS Advisory Committee Meeting - Minutes (13567 : Receive Minutes of the Committees)

a. Working to organize a provider timesheet and payroll workshop, this will help mitigate delays in payment due to improper payroll processing.
b. Setting up monthly registry provider check-ins which will establish regular communication between registry providers and IHSS staff. This is being done so staff will be more aware of who is working, who's hours have increased/decreased, who has quit working, etc. This will be done through email correspondence; a form has been created to gather contact information and necessary IHSS information. The goal is to see that all providers are being allotted the hours they are allowed.

10. Financial Update:
    a. Due January 2023.
11. Next Scheduled Meeting Date: January 9th, 2023.
12. Adjournment: @ 2:13PM

DRAFT

Attachment: 12-12-22 IHSS Advisory Committee Meeting - Minutes (13567 : Receive Minutes of the Committees)

MARIPOSA COUNTY

Fire · 209-966-4330

RESOLUTION - ACTION REQUESTED 2023-8

MEETING: January 17, 2023

TO: The Board of Supervisors

FROM: Mike Van Loben Sels, Acting Fire Chief

RE: Approve Updated Budget Action Form for CCI Grant

RECOMMENDATION AND JUSTIFICATION:
Approve Updated Budget Action Form to Utilize Appropriate Accounts for the Purchase of Attachments and Maintenance for Fuel Reduction Equipment; Approve Budget Action Increasing Revenue and Expense Recognizing Unanticipated Revenue ($230,000).

Initial Budget Action Form submitted and approved on 9-20-2022 Resolution number 2022-530 had account numbers that now need to be adjusted. Working with Auditors Office to have appropriate accounts identified for Purchase Orders needed to purchase equipment through this grant, an updated Budget Action Form is being submitted.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
09/20/22 board approved acceptance of awarded CCI grant to Purchase Attachments and Maintenance for Fuel Reduction Equipment.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Current funds will not be identified/allocated though grant budget line and not be sufficient to purchase equipment intended through the award of this grant.

FINANCIAL IMPACT:
Allocation of funds through appropriate accounts for reimbursment

ATTACHMENTS:
Attachment-26564 (2) (1) (PDF)

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

REF ID# 13609

DocuSign Envelope ID: 8D056ADA-27D2-4CD6-8587-AAC64888A204

BUDGET ACTION FORM

FUND	DEP/DIV	ACCOUNT	DESCRIPTION	PROJECT	INCREASE	DECREASE
1001	0228	45547	One Time State Grants- State		(230,000)	
1001	228	70421	Heavy equipment		230,000	
				TOTALS	0	0

TRANSFER BETWEEN FUNDS					DEBIT	CREDIT
				TOTALS	0	0

ACTION REQUESTED: (Check all that apply)

( ) Budget appropriation is less than $50,000 and involves shifting funds between categories in the same account and fund. Board of Supervisors reviews all budget actions of this nature on a monthly basis.

(X) Budget appropriation by Board of Supervisors (4/5ths Vote Required): Amending revenues and expenses or transferring funds between funds or accounts within the General Fund or transferring appropriation from contingency.

DocuSigned by: Mike Van Loben Sels 1F6DABE3F72847C...

DEPARTMENT HEAD SIGNATURE — DATE 1/4/2023 12/2/22

AUDITOR SIGNATURE — DATE

COUNTY ADMINISTRATIVE OFFICER SIGNATURE — DATE

APPROVED BY RES NO. CLERK — DATE

DEPARTMENT

AUDITOR'S USE ONLY
BA #

Budget Revision Form Revised 08/2020

Attachment: Attachment-26564 (2) (1) (RES-2023-8 : Approve Updated Budget Action Form for CCI Grant)

MARIPOSA COUNTY

Health and Human Services · (209) 966-2000

RESOLUTION - ACTION REQUESTED 2023-9

MEETING: January 17, 2023

TO: The Board of Supervisors

FROM: Joe Lynch, Health & Human Services Agency Director

RE: Memorandum of Understanding (MOU) with Self-Help Enterprises and AWI

RECOMMENDATION AND JUSTIFICATION:
Approve a Memorandum of Understanding (MOU) with Self Help Enterprises (SHE) and AWI Management Corporation to Further Detail the Separate and Distinct Roles and Responsibilities of Each Party in Supporting the No Place Like Home (NPLH) Residents at Creekside Terrace Affordable Rental Community; and Authorize the Director of Health and Human Services Agency (HHSA) to Sign the MOU.

This agreement is being signed by Health and Human Services Agency Director at the request of SHE and AWI.

SHE developed a 42-unit affordable rental project in Mariposa. The site is located at 5118 Fournier Road, also identified as APN 012-140-024, in Mariposa. The project provides multifamily housing units targeted to low- and very-low income homeowners. Prices and financing ensure that all units will be affordable to renters below 60% of county median income. SHE has applied for funding under the No Place Like Home program for 7 one-bedroom units,
2 two-bedroom units and 2 three-bedroom units (the "NPLH units") that will be designated as Permanent Supportive Housing, as defined in Article I, Section 101. (ee), under the No Place Like Home Guidelines.

AWI will provide on-site property management services for the project. Key responsibilities for AWI will include the following: 1)Accept and process referrals for move in and enforce the terms of the lease and house rules, 2)Communicate with HHSA if behavior issues exist so case workers can counsel the resident, and 3)Advise when a notice to vacate is given for a NPLH unit so HHSA can send vetted applicants to process for move in.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board of Supervisors approved an MOU with AWI and SHE on May 11, 2021 through Resolution No. 2021-263.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
If this MOU is withdrawn, the mentioned project will run the risk of not meeting quality standards and potentially result in a missed opportunity to address housing concerns in Mariposa County.

REF ID# 13587

FINANCIAL IMPACT:
There are no additional costs associated with this MOU at the present time.
There is no impact to the County General Fund.

ATTACHMENTS:
Creekside MOU - Jan 4 2023 (PDF)

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

MOU Between Self-Help Enterprises, Creekside Terrace, L.P., Mariposa County Health & Human Services Agency, and AWI Management Corporation

Background and Intent

This agreement for services entered into _____, 2022, is between Self-Help Enterprises (SHE), a California nonprofit public benefit corporation; Creekside Terrace, L.P., a California limited partnership (Owner); Mariposa County Health & Human Services Agency (MCHHSA), a governmental entity; and AWI Management Corporation;

WHEREAS, the sole purpose of this Memorandum of Understanding is to encourage cooperation between Self-Help Enterprises (SHE), the Owner; AWI; and Mariposa County Health & Human Services Agency (MCHHSA) and to further detail the separate and distinct roles and responsibilities of each party in supporting the No Place Like Home (NPLH) residents at Creekside Terrace affordable rental community (the Project);

WHEREAS, SHE will contract with an experienced property management company, AWI Management Corporation and the property management responsibilities in this MOU will be assigned to AWI through the property management agreement for the project and this MOU;

WHEREAS, SHE is developing a 42-unit affordable rental project in Mariposa. The site is located at 5118 Fournier Road, also identified as APN 012-140-024, in Mariposa. The project will provide multifamily housing units targeted to low- and very-low income homeowners. Prices and financing will ensure that all units will be affordable to renters below 60% of county median income.

WHEREAS, SHE is applying for funding under the No Place Like Home program for 7 one-bedroom units, 2 two-bedroom units and 2 three-bedroom units (the "NPLH units") that will be designated as Permanent Supportive Housing, as defined in Article I, Section 101. (ee), under the No Place Like Home Guidelines.

WHEREAS Creekside Terrace, L.P. is the owner of the Project, and Self-Help Enterprises serves as the managing general partner (MGP) of the Creekside Terrace L.P. as the sole member of Creekside Terrace LLC, the MGP of the Project;

WHEREAS, "Supportive Housing" has the same meaning as in Section 50675.14 of the Health and Safety Code, that is, housing with no limit on length of stay, that is occupied by the target population, and that is linked to onsite or offsite services that assist the supportive housing resident in retaining the housing, improving his or her health status, and maximizing his or her ability to live and, when possible, work in the community;

WHEREAS, residents eligible for the NPLH units must be Homeless, Chronically Homeless, or At-Risk of Chronic Homelessness as defined under Section 101 of the Guidelines, and at least one person residing in each NPLH Assisted Unit must qualify as having a Serious Mental Disorder or as being a Seriously Emotionally Disturbed Child or Adolescent as defined under Welfare and Institutions Code section 5600.3 ("target population");

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WHEREAS, participation in available supportive services by NPLH residents shall be voluntary, and access to or continued occupancy in housing cannot be conditioned on participation in services or on sobriety;

WHEREAS, SHE will contract with AWI to provide property management services and to manage and maintain the property;

WHEREAS, AWI has experience managing housing for the target population;

WHEREAS, MCHHSA has agreed to provide supportive services for the target population for a period of 20 years, and will either provide direct services or contract with a qualified agency to provide some or all of the services.

Therefore, in an effort to achieve a healthy and integrated community, and maximize collaboration between the parties, Self Help Enterprises, the Owner, Mariposa County Health & Human Services Agency and AWI agree that it is in the best interests of all concerned to enter into this Memorandum of Understanding.

The parties to this MOU have been selected specifically for their expertise and demonstrated success in serving the eligible population and delivering positive outcomes in a supportive housing environment. Important outcomes include, but are not limited to, residential stability, improved physical health and mental health, reduced use of acute and emergency services, increased resident incomes, and resident participation in vocational programs.

Responsibilities of All Parties

- Agree to collaborate to implement Housing First practices, consistent with the core components set forth in Welfare and Institutions Code Section 8255(b).
- Agree to participate in the designated Coordinated Entry System for referrals for housing from the target population.
- Agree to collaborate to identify service needs, develop strategies, and interact with residents in a manner that respects the dignity and diversity of all participants.
- Participate in relevant trainings provided by or referred to by MCHHSA or SHE; for example, training in Housing First, Harm Reduction, Trauma-Informed Care, confidentiality requirements, fair housing laws, emergency protocols, etc., and ensure all staff have a basic understanding of the needs of people who are low-income, formerly homeless and/or severely mentally ill.
- Participate, as needed, in efforts to obtain and analyze data to evaluate outcomes, document the cost-effectiveness of services linked to permanent mixed-supportive housing, and fulfil NPLH reporting requirements, while protecting and respecting individuals' confidentiality and privacy rights.
- Operations and Services Meeting (OSM): SHE, AWI, and MCHHSA will designate at least one attendee to meet at least quarterly, and more frequently if needed, to: review and discuss input from resident advisory council; review strategies for preventing evictions and building community among NPLH residents; discuss issues such as site safety and security, supportive service delivery, resident behavior, resident crises, policy issues, and NPLH reporting; and to develop cooperative strategies to address such issues (not to include case management or disclosures subject to HIPAA regulations).

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- Resident Advisory Council (RAC) Meetings: SHE, AWI, and MCHHSA will designate at least one representative to attend quarterly, or more frequent, meetings open to all NPLH residents to identify needed improvements for the site, to plan and implement community activities, to identify new or unmet needs and plan for services to address them, and to establish and maintain effective and respectful communication among all parties. Staff and resident representatives will be encouraged to use collaboration meetings to work together to build community within the supportive housing site, by planning and presenting activities that offer residents opportunities for recreation, socialization, and personal empowerment. SHE, MCHHSA, or a contracted facilitator will convene the RAC meetings.
- Between Operations and Services Meetings, MCHHSA, SHE, and/or AWI will communicate on an as needed basis to coordinate responses to resident issues and to work toward maintenance of housing stability and a positive community environment for all residents.
- Confidentiality: All parties agree that, by virtue of entering into this Agreement, they will have access to certain confidential information regarding residents and the other parties' operations related to this project. None of the parties bound in this MOU will at any time disclose confidential information and/or material without the consent of the subject resident unless such disclosure is authorized in this agreement or required by law; all HIPAA regulations apply to this initiative. Unauthorized disclosure of information shall be considered a material breach of this Agreement. Releases of Information will be secured before confidential information is exchanged. Confidential information will be handled with the utmost discretion and judgment.
- Nondiscrimination: There shall be no discrimination against any persons on account of race, color, creed, religion, sex, marital status, sexual orientation, age, disabilities, ancestry, or national origin in the operations of the project described in this MOU.
- Severability: In the event any provision of this Agreement shall be found to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the validity, legality, and enforceability of the remainder of this Agreement.
- Termination: This MOU may be terminated in its entirety by any party, without cause, upon not less than sixty (60) calendar days written notice to other participants. Termination of this MOU does not remove the MCHHSA commitment to provide services to the NPLH residents for a period of 20 years from the date of residency, which occurred in July 2022.

Responsibilities of SHE and MCHHSA

- Participate in a collaborative planning process that develops and strengthens linkages between the agencies, which will finance and deliver housing and services to low-income, chronically homeless, or at risk of chronic homelessness and severely mentally ill individuals.
- Facilitate the development of inter-disciplinary and inter-agency strategies to more effectively meet the needs of those who are low-income, chronically homeless, or at risk of chronic homelessness and severely mentally ill, including the provision of social services linked to permanent housing, which coordinate staff and resources to reduce the fragmentation and barriers encountered by the target population and support them in stabilizing their health and maintaining housing.
- Work with other collaborative members to appropriately share information and decision-making, through case conferences and other strategies as needed, to deliver services

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appropriate to the target population while implementing appropriate safeguards to protect resident confidentiality.

- Work collaboratively to implement the NPLH Supportive Services Plan and the shared commitment to ensure voluntary wrap-around supportive services are available to all residents.

Responsibilities of Organization Developing, Operating, and/or Providing Permanent Housing (Self-Help Enterprises)

- Provide safe and sanitary housing that meets the operational requirements and needs of the residents of the NPLH units, the Owner, MCHHSA, and Service Providers.
- In collaboration with project partners, direct the lease-up and ongoing re-leasing of units at Creekside Terrace. Ensure that potential residents meet the selection criteria for the Project.
- Work in concert with MCHHSA and AWI to ensure a seamless and successful connection between referrals of new applicants and the provision of Support Services and Property Management responsibilities.
- Facilitate resident participation in developing community, which supports the maintenance of a safe, clean, supportive housing environment and enforces the terms of resident lease agreements, including House Rules.
- Foster a positive relationship among residents and stakeholders in order to create a strong, successful community at the property.
- Facilitate the provision of appropriate support services and resident activities by providing space and reasonable access to facilities for individual consultation, group meetings, and opportunities for outreach to residents.
    - Provide MCHHSA with access to a private office in the Community Building for individual consultation. Provider will have key access to this office and can access it when needed to carry out the NPLH Supportive Services Plan.
    - Provider may use the office outside the regular Community Center business hours (weekdays 8 a.m. – 4:30 p.m.) and will notify SHE's Permanent Supportive Housing Manager in advance when doing so.
    - Provide MCHHSA with access to the Community Room for group meetings, activities, and outreach. Provider must reserve this space in advance through SHE's Permanent Supportive Housing Manager, and the use of space will be subject to availability.
- Collaborate with MCHHSA and other service partners to facilitate procedures to inform residents of the services that are available to them on a voluntary basis (e.g., resident orientation, notices, bulletin boards, etc.), and establish and implement procedures to notify service partners of residents experiencing housing difficulties.
- Perform duties in compliance with all regulatory agencies that have oversight responsibilities with respect to the Project in order to maintain the property for the target population, as long as adequate rental subsidies are available.
- Monitor the performance of Property Management, Support Services and all ancillary services associated with the Project on a regular basis to ensure the physical, financial and operating integrity and success of the Project.
- Provide, or facilitate the provision of, building maintenance, security, and other Property Management services in a manner that provides quality, safe, permanent affordable housing to those who are low-income, formerly homeless and/or severely mentally ill.

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- Facilitate resident services for all units in addition to NPLH services, such as an after-school program, financial literacy and other adult education and wellness classes.

Responsibilities of Organization Providing On-site Property Management Services (AWI)

- Provide professional property management services for the Project.
- Accept and process referrals for move in and enforce the terms of the lease and House Rules.
- In partnership with MCHHSA staff, provide orientation services for each resident. These services include a review of the lease agreement and house rules, showing each resident the features of the project, i.e. mailbox, laundry room, community room (if applicable), unit amenities, and conducting a move in inspection of the unit.
- If behavior issues exist with an NPLH resident, communicate with MCHHSA Case Manager and SHE Permanent Supportive Housing Manager as soon as possible and before serving a Lease Violation so Case Manager can counsel the resident. If Case Manager is unavailable, they will be notified as soon as possible after serving Lease Violation. In all instances, SHE will be notified prior to any eviction proceedings.
- Advise MCHHSA Case Manager and SHE Permanent Supportive Housing Managers soon as possible in the event a Lease Violation is served – so the Case Manager can assist.
- Advise MCHHSA and SHE when a notice to vacate is given for a NPLH unit so MCHHSA can send vetted applicants to process for move in.
- Meet with SHE, MCHHSA, tenant representatives, and Support Services Staff on an as-needed basis per the direction provided in this MOU (not to include case management or disclosures subject to HIPAA regulations).
- Protect resident/applicant confidentiality and privacy rights.

Responsibilities of Government Agency Providing On-site Support Services and Facilitating NPLH Collaboration (MCHHSA)

MCHHSA Staff Providing On-Site Support Services:

- Provide on-site outreach and offer client-centered case management and treatment services to NPLH resident needs, including mental health and substance abuse. Services are voluntary. Those who do not participate will continue to be outreached and offered services on a regular and consistent basis.
- Participate in and evaluate group discussions and activities that are designed to support residents individually and communally.
- Facilitate participant referral and linkage to primary physical health care and assist with follow-up as needed.
- In partnership with AWI, conduct orientation services for each resident, including a review of the lease agreement and House Rules.
- In collaboration with each NPLH resident, develop a personalized plan that facilitates their compliance with community and program rules and their integration into the housing community.

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- Conduct needs assessments for all NPLH residents as they move into housing. Assessments assist staff and NPLH residents in identifying issues which may affect their ability to retain housing and present the opportunity to work with NPLH residents on addressing those issues.
- Meet with individual residents as indicated by each resident's individualized plan to obtain their input into the development and delivery of services, and to engage them in support services, as appropriate.
- Offer assistance with independent living skills and problem solving to severely mentally ill individuals who obtain permanent housing, and assist them in accessing community services (i.e., money management, medical services, substance abuse/mental health treatment, employment, education, benefits information) through information, referrals, advocacy, and additional follow-up, as necessary.
- Provide assistance to residents in learning housekeeping skills, including bringing in furniture from reputable sources, pest control, room cleaning, shopping for cleaning supplies, laundry, food preparation and clean up.
- Help develop and follow emergency and other program procedures.
- Facilitate resident participation in developing community, which supports the maintenance of a safe, clean, supportive housing environment. Help residents understand and meet their obligations with respect to resident agreements and community rules, and in the resolution of conflicts.
- Be engaged with all partners involved during the resident selection, move in and housing maintenance processes, to positively assist project partners and residents in transitioning smoothly into housing.
- If a reasonable accommodation is requested by a NPLH tenant, the service provider will assist with application preparation and, where possible, lease up materials.
- Identify critical policy issues that may require modification of current rules or practices in providing services.
- Facilitate community-building activities (i.e. educational workshops, trainings, building socials, support groups, discussion groups, volunteer opportunities, etc.) to establish peer support systems, including social, recreational, educational and vocational activities, with particular attention to substance abuse recovery, effective management of the symptoms of mental illness, and safety issues.
- Participate in ongoing training and education programs regarding co-occurring mental illness and substance abuse disorders, prevention and intervention, symptom management and harm reduction. Where possible, participate in training programs with partner agencies.

MCHHSA Administration Facilitating NPLH Collaboration

- Hire, orient and supervise a team of qualified staff to provide the clinical case management services patterned after the wellness and recovery model.
- Review current funding requirements and service delivery systems to help collaborating agencies identify and overcome barriers to the cost-effective integration of services for participants with serious mental illness or serious emotional disorders.
- Support service partners to sustain and expand cost-effective services linked to permanent housing for eligible, seriously mentally ill individuals.

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- Provide coordination and supervision, in consultation with the participating agencies, to facilitate the operations of the NPLH Program.
- Identify critical policy issues which may require modification of current rules or practices to facilitate integration of services linked to permanent housing for the target population to more effectively access the housing and services they need.
- In collaboration with project partners, MCHHSA engages in the ongoing re-leasing of units at the Project, through participation in the Central Sierra Continuum of Care (CoC) Coordinated Entry System (CES) for eligibility assessment and resident selection for the NPLH units, in compliance with the target population criteria. The resident selection process will employ a Housing First approach, including low-barrier entry, Harm Reduction and reasonable accommodation, and will comply with basic resident protections established under federal, state, and local law. Resident selection and referral will take place within 7 days of notification of an upcoming tenant vacancy or if no tenant notice to vacate is provided, within 7 days of notification of the vacancy.
- Within 30 days of NPLH tenant move-in, MCHHSA or its service provider shall provide a letter to SHE and AWI confirming the NPLH eligibility of each tenant; this confirmation will be maintained in the resident file. The original documentation will be maintained by MCHHSA or its service provider and includes (1) Documentation of a Serious Mental Disorder or of a Seriously Emotionally Disturbed Child or Adolescent must be done by a qualified mental health worker in accordance with the requirements of Welfare and Institutions Code Section 5600.3 (2) Documentation of status as Chronically Homeless, Homeless, or At-Risk of Chronic Homelessness; and (3) Documentation that the referral was made through the local Coordinated Entry System. SHE will be able to obtain copies of original documentation if needed by signing a Release of Information.
- Ensure compliance with NPLH regulations including providing an annual report of resident outcomes as described in *Exhibit A:No Place Like Home Program Reporting Requirements.* MCHHSA shall provide the report to SHE within 60 days of the state fiscal year-end (June 30) and will include data from the previous state fiscal year (July 1-June 30).
- In collaboration with project partners, provide service plan development and coordination to ensure that housing services for the apartments are well thought-out and capable of meeting the needs of the target population upon start-up and on an on-going basis.
- Provide linkage to Mariposa County Public Health Department or community medical partners to meet the additional health needs of the residents as well as access to other County services, as required.
- Assist SHE in leveraging other programs and services which would further support the success for retaining permanent housing for the target population.
- Support the local Coordinated Entry System and serve as the liaison with the Continuum of Care to ensure adequate countywide homeless planning and data management systems continue for the term of the MOU.

Attached:

Exhibit A: No Place Like Home Program Reporting Requirements

Exhibit B: Supportive Services Plan

Attachment: Creekside MOU - Jan 4 2023 (RES-2023-9 : Memorandum of Understanding (MOU) with Self-Help Enterprises and AWI)

In Witness Whereat the parties, by signature below, have duly executed this Agreement.

Creekside Terrace LLC,
a California limited liability company,
its general partner

By: Self Help Enterprises,
a California nonprofit public benefit corporation,
its sole member/manager

By: _____ _____
Thomas J. Collishaw, Date
President and Chief Executive Officer

Self Help Enterprises,
a California nonprofit public benefit corporation,

By: _____ _____
Thomas J. Collishaw, Date
President and Chief Executive Officer

AWI Management Corporation,
A California Corporation

By: _____ _____
Tina Williams, Date
President

County of Mariposa Health & Human Services Agency,
a political subdivision of the State of California

By: _____ _____
Joe Lynch, Date
Director of Health & Human Services

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Exhibit A: No Place Like Home Program Reporting Requirements

No Place Like Home Program Round 3 Guidelines[1]
Section 214. Reporting

Party Responsible	NPLH Reporting Requirement
(a) Not later than 90 days after the end of each Project's fiscal year, the Sponsor shall submit an independent audit for the Project prepared by a certified public accountant and in accordance with the requirements noted in the Project's regulatory agreement and the Department's current audit requirements, which are posted to the Department's website and which may be amended from time to time.	
(b) For all Assisted Units from loans underwritten by the Department, Sponsors will be required to submit annual compliance reports similar to reports annually submitted to the Department under 25 CCR Section 7300 et.seq.	
(c) On an annual basis, the County shall submit the data listed in paragraph (e) below for each of its NPLH Assisted Units. The County shall work with each Project's property manager and lead service provider to gather the data. The data may be, but is not required to be, gathered from the local Homeless Management Information System (HMIS).	
(d) The data shall be submitted in electronic format on a form provided by the Department. The County, the property manager, and the lead service provider shall work together to resolve any data quality concerns to the best of their ability prior to submission of the data to the Department.	
(e) The data below shall be submitted to the Department no later than September 30 of each year for the previous state fiscal year of activity (July 1-June 30) and shall include all the following information for each Project:	
AWI	(1) Project location, services, and amenities;
AWI	(2) Number of NPLH Assisted Units, total Units assisted by other government programs, and total non-Assisted Units;
AWI	(3) Project occupancy restrictions;
AWI	(4) Number of individuals and households served;
AWI	(5) Homeless status, veteran status as requested in item (12) below, and mental health status. No information on specific mental health diagnoses will be collected; and
AWI	(6) Average Project vacancy rate during the reporting period (12-month average).
For NPLH Units Only:	
AWI	(7) Average vacancy rate of NPLH Assisted Units during the reporting period (12-month average);
AWI	(8) Head of Household gender, race, ethnicity, age;
AWI	(9) Income levels of NPLH tenants as a percentage of AMI, (i.e., 10 percent of AMI,15 percent of AMI, 20 percent of AMI, etc.);
AWI	(10) The percentage of NPLH tenants who have lived in the building less than 12 months, 12 to 24 months, and longer than 24 months;

[1] https://www.hcd.ca.gov/grants-funding/active-funding/nplh/docs/nplh-2020-amended-guidelines-clean-version.pdf

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AWI	(11) The number of tenants who moved into a NPLH Assisted Unit during the reporting period who, prior to Project entry, were (A) Chronically Homeless, (B) Homeless, or (C) At-Risk of Chronic Homelessness, as defined under Section 101 of these Guidelines;
AWI	(12) The number of tenants who served on active duty in the armed forces of the United States (for tenants over age 18);
MCHHSA	(13) The number of tenants who continue to have a Serious Mental Disorder or the number who are Seriously Emotionally Disturbed Children or Adolescents, as defined in Welfare and Institutions Code Section 5600.3;
MCHHSA	(14) Of those who moved in during the reporting period, the number of tenants who were referred from: (A) CES and/or; (B) The County behavioral health department or a service provider acting on its behalf; (C) A State Department of Developmental Services regional center, or (D) Another reported source.
MCHHSA	(15) Of those who moved in during the reporting period, the length of time prior to moving in that they reported they were: (A) On the streets (including a vehicle or other place not meant for human habitation), or (B) In an emergency shelter, safe haven, or transitional or interim housing.
MCHHSA	(16) Of those who moved in during the reporting period, and to the extent the information was available prior to referral to the Project, the number of tenants who had: (A) A physical, mental, or emotional impairment, including an impairment caused by alcohol or drug abuse, post-traumatic stress disorder, or brain injury that: (i) Is expected to be long continuing or of indefinite duration; (ii) Substantially impedes the individual's ability to live independently; and (iii) Could be improved by the provision of more suitable housing conditions. (B) A developmental disability, as defined in section 102 of the Developmental Disabilities Assistance and Bill of Rights Act of 2000 (42 U.S.C. 15002); or (C) The disease of acquired immunodeficiency syndrome (AIDS) or any condition arising from human immunodeficiency virus (HIV).
MCHHSA	(17) For tenants who exited NPLH Assisted Units during the reporting period: (A) The number of tenants who exited during the reporting period to: (i) other permanent housing; (ii) the street, emergency shelter, transitional housing, or safe haven; or (iii) an institutional destination, and the specific institutional destination, if known (including, but not limited to hospitalization or psychiatric hospitalization, residential substance use treatment facility, skilled nursing facility, jail or prison).
AWI	(18) The number of tenants who died during the reporting period.
MCHHSA	(19) For tenants who leased or remained in NPLH Assisted Units during the reporting period: (A) Changes in employment income during the reporting period; (B) Changes in non-employment cash income during the reporting period; and (C) Changes in total cash income during the reporting period. (f) Notwithstanding the requirements of paragraph (c), the Department may modify the data collected over time to conform to changes in the specific data metrics required by HUD through CES, or required by another state or federal agency.
(g) If readily available, Counties may also provide aggregated data on:	

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MCHHSA	(1) emergency room visits for NPLH tenants before and after move in; (2) average number of hospital and psychiatric facility admissions and in-patient days before and after move-in; and (3) number of arrests and returns to jail or prison before and after move-in.
(h) Data collected annually pursuant to subsections (c) through (g) will be compiled by the Department and made available on the Department's website.	
(i) Where there is a difference between these Guidelines and the Department's current reporting requirements, the provisions of these Guidelines shall prevail.	

NOTE: Authority cited: Section 5849.5, Welfare and Institutions Code. Reference cited: Sections 5849.8, 5849.9, 5849.11, Welfare and Institutions Code.

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Exhibit B: Mariposa County/Self-Help Enterprises NPLH Supportive Services Plan

Part I: Target Population Narrative

Description of the Proposed Project

Self-Help Enterprises (SHE), in partnership with Mariposa County Health and Human Services Agency (MCHHSA), has developed Creekside Terrace, a 42-unit multi-family affordable rental project located at 5118 Fournier Road, also identified as APN 012-140-024, in Mariposa. The project provides multifamily housing units targeted to low- and very-low-income households. The financing and rent structure ensure that all units are affordable to renters below 60% of county median income.

The design includes 14 one-bedroom units, 14 two-bedroom units and 14 three-bedroom units. The project includes a designation of some of the units as Permanent Supportive Housing (PSH) and funding for those units will be applied for through the No Place Like Home program. The PSH units include 7 one-bedroom units, 2 two-bedroom units and 2 three-bedroom units (the "NPLH units").

The project includes the construction of an on-site community building. The community building will include a large meeting room, property management offices, kitchen, computer lab, laundry room and one private office for one-on-one case management meetings and/or other supportive services. Services will be provided on-site.

Mariposa County HHSA has agreed to fund the supportive services for a period not less than 20 years.

SHE has contracted with an experienced property management company, AWI Management Corporation (AWI), to provide property management services and maintenance for the project.

Target Population to be Served

The target population is Mariposa County residents (families and individuals) who are chronically homeless, homeless, or at risk of chronic homelessness (as defined under the No Place Like Home Guidelines) who are also struggling with severe mental illness and with other issues including substance abuse, health problems, justice system involvement, social-cultural adjustment issues, and/or foster care/emancipation issues. The target population also includes persons with mental illness exiting institutionalized settings, transition aged youth experiencing homelessness or with significant barriers to housing stability.

Many of these individuals experience co-occurring disorders (mental health and substance use issues), and their low-income levels prevent them from finding affordable housing. Providing this population with the combination of case management, personalized support services and a stable living environment will significantly increase their chances of extending their education, gaining or sustaining employment, successfully emancipating from foster care, and reducing hospitalizations and incarcerations.

Members of the target population often have had frequent contact with law enforcement, primarily as a result of their untreated psychiatric conditions and lack of a support system. They are frequent users of high cost programs; for many, psychiatric hospitalizations and hospital emergency room visits will be the only "treatment" they have received. They are likely to have a history of chaotic life functioning, leading to an erratic work history, financial instability, untreated medical conditions and poor treatment

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compliance. Many have never lived successfully in independent living and have not acquired the skills necessary to maintain a residence. Therefore, the needs of these residents include employment; transportation assistance; emergency assistance with food and clothing as needed; assistance in accessing mainstream benefits; money management and financial education; crisis intervention; mental health assessment, treatment and referrals; addiction disorder treatment; and independent living skills development.

Part II: Resident Outreach, Engagement and Retention Strategies

Mariposa County Health & Human Services Agency (MCHHSA) is committed to using the Central Sierra Continuum of Care (CoC) Coordinated Entry System (CES) for eligibility assessment and resident selection for the NPLH units, in compliance with the target population criteria. The resident selection process will employ a Housing First approach, including low-barrier entry, harm reduction and reasonable accommodation, and will comply with basic resident protections established under federal, state, and local law. In keeping with 25 CCR Section 8307, the Uniform Multifamily Regulations, " . . . residents shall not be required to maintain sobriety, be tested for substances or participate in services or treatment, residents will only be required to comply with the terms of their lease, including the ability to live peaceably with their neighbors and to pay their rent on time."

Mariposa County HHSA received a two-year grant from the Homeless Mentally Ill Outreach and Treatment (HMIOT) program to cover the costs of case managers to provide outreach, engagement and case management services to local individuals and families who are homeless or at-risk of homelessness. Case managers will work with individuals to inform them of resources available and assist them in accessing those resources, including connecting them with the CES. The case managers will also assess individual needs using the Vulnerability Index - Service Prioritization Decision Assistance Tool and input that data into the Homeless Management Information System. In addition, case managers will inform other agencies providing services to homeless persons in Mariposa County and nearby regions about the CES, explaining the value of becoming a member of and utilizing the CES to assist in housing homeless residents. Special outreach will be made to those agencies that tend to encounter persons who have traditionally been underserved and who have encountered barriers to services related to race, color, religion, sex, age, national origin, familial status, disability, sexual orientation or gender identity. Staff will receive ongoing training on how to engage high barrier populations.

Move-In Process

A smooth and successful move-in process sets the tone for the future tenancy. Both Self-Help Enterprises and Mariposa HHSA agree that move-in is the ideal time to orient the resident to the expectations of residency, the availability of supportive services to assist in meeting those expectations, and the opportunities for personal and social engagement which will help support resident well-being.

Ongoing Tenancy

After move-in, Mariposa County HHSA staff will continually provide outreach services to NPLH residents, to engage those who might initially decline to participate in the supportive services program. MCHHSA will use peer support workers to develop relationships and engage non-participating residents in supportive services. Community meetings for NPLH Housing residents will be held to allow the residents to provide input into the type of supportive services being offered and on House Rules and other building requirements.

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To engage and retain residents, the following principles will be followed by supportive services and SHE staff:

- Residents will be considered active community members and will be involved in planning and program design, services implementation, evaluation and policy development.
- Resident advisory meetings and/or other input sessions will be held to solicit ongoing input from the residents.
- Resident satisfaction surveys will be employed to inform and improve services provision, building operations, and property management practices.
- Following Housing First principles, all supportive services will be voluntary, flexible and individualized.

Residents will be invited to attend resident advisory meetings/and or other input sessions which will be held once all units have been filled. The meetings will be held quarterly or more frequently (timing dependent on resident demand) with one representative from MCHHSA, SHE, and AWI in attendance. MCHHSA or a contracted facilitator will convene the meetings. The purpose of the meeting will be to identify needed improvements for the site, to plan and implement community activities, to identify new or unmet needs and plan for services to address them, and to establish and maintain effective and respectful communication among all parties. The meetings will be announced in advance and residents will be asked to submit agenda items for each meeting. Minutes of the meetings will be recorded and distributed to all residents and SHE, AWI and MCHHSA staff to keep them informed. The need for resident advisory meetings will be reviewed semi-annually. Attendance and demand will be evaluated and if the meetings are found to be under-utilized, staff will identify alternative methods of tenant engagement.

Frequent opportunities for service provider contact with residents will support residents in their transition from homelessness to housing stability. Recognizing the challenges of this transition, the types and frequency of the intervention will be directed by the resident's current stage of recovery. Examples include frequent yet non-threatening contacts to establish a supportive and trusting relationship for individuals in pre-contemplative stages, as well as supporting the individual by offering transportation assistance to any necessary appointments. Consumer/peer staff will be critical to successfully supporting residents in maintaining housing; peers could potentially be employed as Mental Health Aides, Community Outreach Workers or Navigators, or Peer Counselors. They may be trained in the implementation of evidence-based practices, peer support groups, or in navigating systems and accessing natural resources.

Communication and cooperation between and among AWI, SHE and the BHS will allow for efficient assessment and effective responses related to resident behaviors and issues that could negatively impact tenancy. On-going assessment and supportive services delivery including connections to needed services will help residents ensure their ability to remain in housing.

Part III: List of Services (See Exhibits 1 and 2)

Description of each service to be offered, how frequently each service will be offered or provided depending on the nature of the service, who is anticipated to be providing the services and the location and general hours of availability of the services;

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The supportive services provided to the NPLH residents and associated budget reflect the residents' needs and goals. The Supportive Services Chart and Supportive Services Budget in Exhibits A and B will be reviewed at least annually and adjusted as the needs and interests of the individual residents and the larger residential community evolve and change. Mariposa County will be the primary service provider and will provide both on-site and off-site services for residents. The county has a Housing Services and Supports Team, including Program Specialists who will work with the identified housing residents on-site to provide case management and linkage to the full array of Health and Human Services offered at HHSA's main office which is only 1.4 miles from the project site. On-site and/or teleconferencing hours will be tailored and scheduled to best serve the needs of clients in the 11 NPLH units. The Supportive Housing staff will be supervised by a Clinical Supervisor (Social Work Supervisor I @ 0.5FTE) and the Division Director of Human Services @ .05 FTE. Individual and group supervision will be provided.

Mariposa County HHSA will provide the specialty mental health services for all residents who meet the criteria and are willing to participate. Upon referral, the residents will voluntarily participate in an evaluation for Mental Health services that will also include a case management evaluation and plan. The CM plan will detail the client's identified needs.

The Supportive Housing Team will use the resident's identified goals to provide or link to any of the following:

1) Case management;

2) Peer support activities; linkage to wellness center, prevention and peer support activities; linkage to social and recreational activities;

(3) Mental health care, including an assessment, crisis counseling, individual and group therapy, and dual diagnosis groups for those with co-occurring disorders;

(4) Substance use services, such as treatment, relapse prevention, and peer support groups;

(5) Support in linking to physical health care, including access to routine and preventive health and dental care, medication management, and preventative/wellness services;

(6) Counseling and advocacy regarding Federal and State Benefits, including assistance in accessing SSI/SSP, enrolling in Medi-Cal; and linkage to Department of Social Services;

(7) Basic housing retention skills to include rehab skills such as basic housekeeping, budgeting/money management, laundry, cooking, shopping;

(8) Educational and employment support, linkage to GED, linkage to Workforce Center for employment services;

(9) Linkage to USDA Commodities distributions through Manna House; energy assistance programs; and victim services through Mountain Crisis Services.

Each client's history of homelessness and untreated disabilities will require an individualized approach to assessment of needs and goals. The services and goals will be developed in partnership with the resident and will be client-directed, using the Evidence Based Practices (EBP) Strengths Model approach. Services will include a "whatever-it-takes" approach to support the resident in maintaining housing. While all services will be voluntary, a range of mental health services will be offered and provided to all

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NPLH residents who express desire for such services. Since service needs of residents are expected to fluctuate, each resident will be continuously assessed as to the type of service needed. Non-threatening engagement, focusing on developing relationships and trust will be provided to those individuals who initially decline services. Strategies and assistance with maintaining housing and supporting wellness, recovery and resiliency and employing the whatever-it-takes approach will allow staff to identify what is needed to support the resident in maintaining his/her housing.

As a small rural county, Mariposa County HHSA has trained our direct service staff in a range of evidence-based practices but does not have the capacity or resources to incorporate fidelity scales for these strategies. HHSA clinicians and case managers use the following best practice/evidence-based interventions when engaging and supporting clients in their own self-care, treatment and recovery, and to address behaviors that could lead to eviction or to assist in accessing other housing. These practices include:

- Assertive Community Treatment (ACT) is a strategy that the Triage Case Managers and Innovation Case Manager provide when doing outreach in the community to deliver comprehensive and effective services to individuals who are diagnosed with severe mental illness and whose needs have not been met by more traditional service delivery approaches.
- Motivational Interviewing is a practical, empathetic, and short-term counseling method that helps people find the internal motivation they need to change their behavior. Mariposa County HHSA utilizes Motivational Interviewing in our mental health and substance use disorder services. Motivational Interviewing is done in outreach settings to engage and assist people in talking about their own identified needs for change and to then link with outpatient services to provide supportive services to help them achieve their goals. Motivational Interviewing is also used in the assessment process for both mental health and substance use disorder services to engage and assist consumers who may be ambivalent to services identify their own reasons for change and make a commitment to this change. During treatment phase Motivational interviewing is used with consumers to educate them on the stages of change and maintaining engagement in the change process.
- Cognitive Behavioral Therapy is a short-term, goal-oriented psychotherapy treatment that takes a hands-on, practical approach to problem-solving in order to change patterns of thinking or behavior that are behind people's difficulties.
- Trauma-Informed Care is a strengths-based framework that is grounded in an understanding of and responsiveness to the impact of trauma, that emphasizes physical, psychological, and emotional safety for both survivors.
- Seeking Safety is an evidence based, present-focused counseling model to help people attain safety from trauma and/or substance abuse. It can be conducted in group (any size) and/or individual modality. It is an extremely safe model as it directly addresses both trauma and addiction, but without requiring clients to delve into the trauma narrative (the detailed account of disturbing trauma memories), thus making it relevant to a very broad range of clients and easy to implement. Any provider can conduct it even without training; however, there are also many options for training. It has also been delivered successfully by peers in addition to professionals of all kinds and in all settings. It can be conducted over any number of sessions available although the more the better when possible.

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- Trauma-Focused Cognitive Behavioral Therapy (TF-CBT) is an evidence-based treatment for children and adolescents impacted by trauma and their parents or caregivers. Research shows that TF-CBT successfully resolves a broad array of emotional and behavioral difficulties associated with single, multiple and complex trauma experiences. This is the official TF-CBT National Therapist Certification Program, in which clinicians can become certified in the TF-CBT treatment model.
- Eye Movement Desensitization and Reprocessing (EMDR) is a psychotherapy treatment that was originally designed to alleviate the distress associated with traumatic memories. Shapiro's Adaptive Information Processing model posits that EMDR therapy facilitates the accessing and processing of traumatic memories and other adverse life experience to bring these to an adaptive resolution. After successful treatment with EMDR therapy, affective distress is relieved, negative beliefs are reformulated, and physiological arousal is reduced
- Dialectical Behavior Therapy (DBT) provides clients with new skills to manage painful emotions and decrease conflict in relationships. DBT specifically focuses on providing therapeutic skills in four key areas. First, mindfulness focuses on improving an individual's ability to accept and be present in the current moment. Second, *distress tolerance* is geared toward increasing a person's tolerance of negative emotion, rather than trying to escape from it. Third, emotion regulation covers strategies to manage and change intense emotions that are causing problems in a person's life. Fourth, *interpersonal effectiveness* consists of techniques that allow a person to communicate with others in a way that is assertive, maintains self-respect, and strengthens relationships.

Local support services available to residents will include:

- Full Service Partnership (FSP) - case management services that help improve the lives of county residents living with severe mental illness and their families. FSP case management brings together a mix of services that are tailored to everyone's needs – from housing and employment support to 24hour, 7-day a week service access during crisis periods.
- Integrated Dual Diagnosis Treatment (IDDT) – clinicians and case managers provide assessment, treatment, and case management services to consumers identified with co-occurring serious mental illness and substance abuse/dependence disorders, in addition to peer specialist staff and trained volunteers who lead weekly peer run IDDT support groups.
- Behavioral Health Court - an intensive program designed to evaluate, monitor, and provide coordinated and comprehensive mental health services for mental health and substance use disorders, and ancillary services for severely mentally ill (SMI) defendants whose SMI behavior led to being charged, with, convicted of, or on probation for a misdemeanor or felony offense. Its goals are to improve outcomes for individuals, including a reduction in recidivism, a reduction in abuse of alcohol and illegal drugs, and a reduction in the burden on law enforcement and other county resources.

Services will be provided both on-site and off-site and will occur with a frequency that is individually determined. When indicated, supportive services staff will assist residents with applying for financial and health care benefits as soon as possible, possibly using the SOAR method (a SAMHSA-designated Promising Practice). Based on the residents' goals, employment opportunities and supports will be made available, including assistance with transportation, linkage to job coaching and any other items that will be important for the resident to be successful. Additionally, MCHHSA staff will work with the resident,

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SHE, and AWI when behaviors have been identified that place the resident at risk for eviction. All supportive services will incorporate the following essential principles: a client driven individualized service plan; a wellness, recovery, and resilience focus; cultural competence; and integrated service experiences to treat the whole person with the goal of self-sufficiency.

HHSA will not have an on-site coordinator. Each resident who agrees to participate with Mariposa County HHSA will be assigned to the Housing Services and Supports Team who will coordinate with the property manager. The Housing Services and Supports Team has access to a professional office on site in the property's community building for individual meetings and can reserve the community building's large community room for group sessions or other activities. The Housing Services and Supports Team will also link NPLH residents to additional MCHHSA services that are available offsite, as determined by each resident's goals and needs. After-hour, weekend, or holiday services will be covered by the After-Hours Crisis and Triage Team.

All services offered by HHSA will take a strengths-based approach that encourages and supports choice and empowerment and focuses on the strengths of the individual. The Strength Model has proven to be very successful in the recovery process by fostering resiliency and the promotion of wellness. HHSA plans to use the peer support workers at the HHSA Wellness Center and Mariposa Heritage House (MHSA drop-in centers) to assist HHSA staff in the delivery of supportive services to the NPLH housing residents. Frequent opportunity for service provider contacts with residents will support residents in their transition from homelessness to housing stability. Recognizing the challenges of this transition, the types and frequency of the intervention will be directed by how far along the resident is in his/her recovery process. Consumer/peer staff will be critical to the successful support in assisting residents in maintaining housing. Lastly, a strong working relationship between SHE/Property Management and HHSA staff will support the NPLH clients in maintaining tenancy.

Part IV. Transportation Plan

For services provided off-site, (not at the project site), provide a detailed narrative on what transportation options will be available to residents in order to provide them with reasonable access to these services. Reasonable access is access that does not require walking more than ½ mile.

When needed, clients will receive transportation assistance to all off-site appointments, meetings or events. The Mariposa County Housing Services and Supports Team will either provide transportation assistance to clients or assist them in using public transportation, based on the resident's choice and capabilities.

Mari-Go, Mariposa County Transit, is a General Public Dial-a-Ride, curb-to-curb service with designated route areas. Vehicle operation hours are Monday through Friday, 8:30 a.m. to 4 p.m., except County holidays. Riders must call in advance to schedule rides at 209-966-5315. All buses are equipped with a lift and tie-down straps for wheelchair passengers.

Transit services may be available for County-sponsored events and other community activities, such as the Mariposa County Fair, the Butterfly Festival, etc. However, arrangements must be made well in advance.

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Mariposa County Transit also operates a curb-to-curb non-emergency medical transportation service, Medi-Trans, to Seniors (60 years of age and older) and dependent adults for scheduled medical appointments and/or in-office procedures in Mariposa, Merced, Oakhurst, and Fresno. There are no additional fees for those individuals that require a caregiver/attendant. However, the attendant must stay in attendance with the rider. All Medi-Trans vans are equipped with a ramp and tie-down straps for wheelchair passengers.

All transportation services are contingent on driver availability and weather conditions and may be cancelled at any time. Mariposa County Transit (Mari-Go/Medi-Trans) does NOT provide acute medical transportation to/from local or outlying areas:

- Medi-Trans Roundtrip Fare to Merced/Oakhurst/Fresno/No. County to Mariposa - $15
- Local (Mariposa Area Only) Medi-Trans Roundtrip Fare to Mariposa Clinics - $5
- Vouchers are accessible to individuals in financial need through Mariposa County HHSA: https://www.mariposacounty.org/422/Transportation

Residents will receive training and assistance in learning bus routes and/or accessing other modes of transportation, based on their needs.

Mariposa County HHSA is in the process of designing a shuttle service that will link HHSA service and other community-based services with Permanent Supportive Housing (NPLH) sites, affordable housing and homeless shelter sites.

Part V. Services Competency

(A) Description of how the supportive services are culturally and linguistically competent for persons of different races, ethnicities, sexual orientations, gender identities, and gender expressions.

Mariposa County recognizes the importance of creating systems of care which welcome individuals from all cultural, ethnic and socio-economic groups. With this principle in mind, HHSA has established the following goals:

- Provision of a barrier-free access for all residents of the county paying particular attention to those from diverse ethnic, cultural, and socio-economic groups who traditionally have had more difficulty accessing services;
- Recruitment and retention of an ethnically diverse staff (which is particularly challenging in rural communities);
- Provision of cultural competence training for all mental health staff including management, clinical and support staff;
- Development of partnerships with community organizations who have contact with diverse groups to improve access to services; and
- Language and communication assistance offered at all points of service contact, for all levels of care, at no cost to the consumer.

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All HHSA supportive services for NPLH residents' program will be culturally and linguistically competent. Mariposa County HHSA requires cultural competency training for all staff and provides services to consumers regardless of language capacity. A telephone service is used to provide translation services that the County otherwise doesn't have.

All newly hired Housing Services and Supports staff will receive cultural competency training which focuses on developing sensitivity and understanding of 'culture' as everyone defines it for him or herself - rather than making assumptions about an individual based on broad cultural norms or stereotypes - and then teaches staff to mindfully translate that understanding into practice.

Customized service planning as a service strategy will allow both the resident and the service provider to have several shared points of reference, including culture, when designing services that are flexible and responsive to the individual's needs. Culturally appropriate outreach will be conducted in partnership with community-based, ethnic organizations that are currently serving Latinos and other underserved populations throughout the county. Culturally competent and evidence-based treatment services will also be integrated with supportive service planning, coordination, housing, education, social skills and employment activities

(B) Explaining how services will be provided to NPLH residents who do not speak English, or have other communication barriers, including sensory disabilities.

Supportive services will be conducted by bilingual/bicultural or multicultural/multilingual staff and peer support workers and family members whenever possible. All documents will be available in English or Spanish based on individual choice. Included in service delivery practice is the need to honor the specific linguistic needs of the individual, and to provide linguistic capacity in service to those who are monolingual or for whom English is a second language. If there is a need for translation in a language not spoken by staff, staff will access the AT&T Language Line Services to help facilitate communication. Although there are currently no threshold languages in Mariposa County, Spanish speaking staff in HHSA are available for translation and supportive services as necessary.

The Housing Services and Supports team will take all appropriate steps to ensure that persons with disabilities, including persons who are deaf, hard of hearing, or blind, or who have other sensory or manual impairments, have an equal opportunity to participate in the services, activities, programs and other benefits provided to NPLH residents. Supportive services staff and property management staff will receive training on procedures to ensure effective communication with these residents, involving their medical conditions, treatment, services and benefits. The procedures will also apply to communication of information contained in important documents, including waivers of rights, consent to treatment forms, financial and insurance benefits forms. Procedures will include but not be limited to:

- For individuals who are deaf or hard of hearing: Providing sign language interpreters, deafblind communicators, lip speakers and note takers for persons; telephone handset amplifiers; written copies of oral announcements; assistive listening devices; assistive listening systems; telephones compatible with hearing aids; closed caption decoders; open and closed captioning; telecommunications devices for deaf persons (TDDs); videotext displays; or other effective methods that help make aurally delivered materials available and accessible.

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- For people who are blind or with low vision: Qualified readers; reformatting into large print; taping or recording of print materials not available in alternate format; or other effective methods that help make visually delivered materials available to individuals who are blind or who have low vision, such as, Braille and electronically formatted materials. In addition, staff will be available to assist persons who are blind or who have low vision in filling out forms and in otherwise providing information in a written format.

(C) How communication among the services providers, the property manager and these residents will be facilitated.

AWI, SHE and MCHHSA staff will work to create open communication among the partners. A member of the SHE team will serve as the point person to coordinate the communication between the service providers, SHE, and AWI. The MCHHSA Housing Services and Supports Team is the main contact for each resident in helping resolve any issues that arise in which residents feel they are not being treated fairly, are not receiving the services expected or in the manner expected, do not understand what is happening, or have a concern they feel is not being adequately/promptly addressed. If the Housing Services and Supports Team members are the concern, the resident may contact the Mariposa County Health and Human Services Director.

Every effort will be made to facilitate the achievement of consensus among AWI, SHE, and the MCHHSA service providers on decisions affecting residents. Concerns between residents and the service provider and/or property management can also be raised in the Resident Advisory Council meetings described below. SHE will communicate any concerns raised to the MCHHSA or AWI, as applicable. These efforts will help the early identification of problems/issues and rapid resolution.

Most decisions will be made, and disagreements resolved through this process and by adhering to the terms of the MOU (See Exhibit C) between SHE, AWI, and MCHHSA. On-going efforts will be made to ensure that communication between all MCHHSA service providers, SHE, and AWI remains open and positive in helping residents understand all program guidelines, feel respected and cared for, and capable of fulfilling their individualized assessment goals. When urgent resident issues arise, MCHHSA staff and SHE will either set up a telephone conference or meet promptly to discuss the issue, consult with AWI, and develop a solution with the resident.

MCHHSA, SHE, and AWI staff will be oriented early on to each other's roles and responsibilities, and meetings will be scheduled as needed between the partners to review key issues in the relationship, address policies and procedures and resolve conflicts between staff. A clear decision-making process will be established by all partners and clear lines of authority will be established within and between MCHBS, SHE, and AWI.

In addition, SHE or a contracted facilitator will convene quarterly, or more frequent, Resident Advisory Council meetings open to all NPLH residents to identify needed improvements for the site, to plan and implement community activities, to identify new or unmet needs and plan for services to address them, and to establish and maintain effective and respectful communication among all parties. SHE, AWI, and MCHHSA will designate at least one representative to attend. Staff and resident representatives will be encouraged to use these meetings to work together to build community within the supportive housing site, by planning and presenting activities that offer residents opportunities for recreation, socialization, and personal empowerment.

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Part VII. Collaboration of Supportive Services and Property Management Staff

Description of how the supportive services staff and property management staff will work together to prevent evictions, to adopt and ensure compliance with harm reduction principles, and to facilitate the implementation of reasonable accommodation policies from rent-up to ongoing operations of the Project.

Move-In Process: A smooth and successful move-in process sets the tone for the future tenancy. Move-In is the ideal time to orient the resident to the expectations of tenancy, the availability of supportive services to assist in meeting those expectations, and the opportunities for personal and social engagement which will help support resident well-being.

Ongoing Tenancy*:* Coordination and communication throughout a resident's tenancy is the best way to avoid problems from developing and to address them quickly as they occur. Ensuring there are enough opportunities for Supportive Services and Property Management staff to share information and problem-solve, and for both parties to support community building among residents are also vital to a strong working relationship within the Creekside Terrace housing units.

Evictions: Supportive services and property management staff will work together to implement collaborative procedures with respect to evictions, nonpayment and policy violations. For example, before sending an eviction notice to a resident, AWI will first notify MCHHSA and SHE staff of the issue in a timely fashion, allowing them to assess what assistance or mitigation is needed to avoid eviction. If/when an eviction notice is issued, all parties will be copied.

Additionally, the supportive services staff will create a flyer or resource document containing information describing what a resident can do when faced with eviction, such as where to find rental assistance and how to appeal property management decisions. This information could be included with the late payment and eviction notice sent out by property management. The most important component of this strategy is communication between MCHHSA, SHE, AWI, and even maintenance staff, who can pinpoint a possible policy violation, allowing the MCHHSA Case Manager to intervene before it is too late.

Intervening to Avoid Evictions: Whenever a potential problem that could result in eviction is spotted by staff from any of the partners, that staff member should notify MCHHSA and SHE immediately so an intervention plan can be developed to prevent eviction. The MCHHSA Case Manager will have the responsibility of working with the resident to ensure they can maintain residency and participation in the services program. Depending on the nature of the problem, some remedies might involve helping locate financial assistance for rental payments or remedying a behavior that violates property rules.

Nonpayment: Whether a resident cannot pay rent because of a job loss, medical emergency, family tragedy or something else, the MCHHSA staff's knowledge of benefit and subsidy programs will be crucial in the eviction prevention process. To help mitigate the risk of evictions due to temporary financial crises, MCHHSA staff will research and identify and make a list of all temporary assistance agencies in the area that includes and fully describes the type of assistance available. Staff will also maintain a contact list of all government-benefit and subsidy agencies with contact information within each agency.

Harm reduction: Harm Reduction-is a set of practical strategies aimed at reducing the negative consequences associated with an individual's choices, usually related to substance use. All partners will

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receive training on and actively implement harm reduction principles throughout the tenancy of all NPLH residents.

Mariposa County HHSA, SHE, and AWI staff will agree upon, and articulate in writing, participant rights and responsibilities. They will work under the premise that continued participation in the program by a resident will be determined by adherence to these expectations and on the resident's functioning, not by whether the resident engages in high-risk behaviors, such as substance use.

Mariposa County HHSA staff will help to engage residents in housing and services, to build motivation, and to recognize that ambivalence is endemic to the process of change. Further, they will look for opportunities to explore ways residents can reduce harms experienced as a result of high-risk behaviors.

Mariposa County HHSA Housing Services and Supports staff will help participants learn how to be good neighbors and maintain tenancy. They will also develop help the residents build relationships with property management and advocate on behalf of residents to avoid eviction and loss of housing.

Mariposa County HHSA, SHE, and AWI staff will develop housing plans with participants that identify strategies and steps to take in the event participants are at risk for becoming homeless. They will also develop referral options and a permanent housing network that participants may access in the event current housing is no longer an option.

Reasonable Accommodations: A reasonable accommodation is a change in the policy, rules, procedures, practices and/or services which enable a person with a disability to have equal opportunity to use and enjoy available housing, including public and common use spaces. Persons with disabilities are legally entitled to reasonable accommodations in order to have the full use and enjoyment of the housing opportunities being made available by the supportive housing provider.

AWI has well-documented policies and procedures for receiving, considering and responding to requests for reasonable accommodation. These policies and procedures will be clearly communicated to housing applicants and residents. Mariposa County BHS, SHE, and AWI will receive ongoing training in and develop communication protocols around reasonable accommodations, including assisting residents in understanding the process for filing requests, and working with residents to achieve agreement on appropriate accommodations.

Potential accommodations that could be provided to a resident with a mental health disability include:

- Letting a resident move to a quieter unit because noise aggravates the person's disability;
- Accepting a reference from an employer or social worker during the application process if the applicant does not have a recent rent history because of a psychiatric hospitalization;
- Helping an applicant fill out a rental application.

Part VIII. Communication Protocols

Provide a detailed narrative on the communication protocols to be utilized by the services providers and the property manager.

Mariposa County HHSA, SHE, and AWI will communicate via regular Operations and Services Meetings (OSM). These meetings will be organized by SHE at least quarterly, and more frequently as needed. And least one representative from SHE, AWI, and MCHHSA will attend. The meetings will be used to: review and discuss input from Resident Advisory Council (described in Part V, Section C); review strategies for preventing evictions and building community among NPLH residents; discuss issues such as site safety

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and security, supportive service delivery, resident behavior, resident crises, policy issues, and NPLH reporting; and to develop cooperative strategies to address such issues.

Between Operations and Services Meetings, MCHHSA, SHE, and AWI will communicate on an as needed basis to coordinate responses to resident issues and to work toward maintenance of housing stability and a positive community environment for all residents. Together, MCHHSA, SHE, and AWI will develop an incident review process that includes an incident-review committee to report and review crises, emergencies, and other incidents in a timely fashion to allow the MCHHSA Case Manager to develop follow-up/corrective action plans.

Additionally, MCHHSA, AWI, SHE, and/or other service providers if applicable will regularly attend resident-specific meetings, in order to assist residents with maintaining their housing and to work cooperatively with residents to meet their needs.

MCHHSA will be responsible for coordinating communication with all providers as needed and securing resident consent to exchange information, including release of Information. All communication between the parties will adhere to resident confidentiality protocols.

All staff will receive joint trainings on such topics as confidentiality, understanding special needs populations, and the Housing First model. All agency staff contact information will always be posted and accessible.

Part IX. Provide a detailed narrative on how the physical design of the Project fosters resident engagement, onsite supportive services provision, safety and security, and sustainability of furnishings, equipment, and fixtures;

The project includes an on-site community building. The community building includes a large community room, property management and resident services staff offices, kitchen, computer lab/library, laundry room and one private MCHHSA office for one-on-one case management meetings, small group meetings, and/or other supportive services. Peer-to-peer programs, including advocacy, support groups and social/recreational activities will also take place on site in community space by reserving the large community room. Protocols for reserving community space will be provided by SHE and AWI staff and distributed to all parties. Community space will be wired for cable and phone.

Other design considerations include universal design features for any resident who may be physically disabled, as well as the required number of ADA accessible units. Offices are easily accessible to all residents, including those with physical disabilities. There are large clearly visible unit numbers which will be helpful especially for the vision impaired. Additionally, signs in the community center include Braille.

The project utilizes simple, durable materials that can be easily cleaned, repaired, or replaced without resorting to institutional designs, materials, or lighting. Each PSH unit is furnished, with individual controls for temperature, ventilation, and lighting. To the extent possible, every space outside of residents' individual units – including corridors, lounges, laundry rooms, and play areas are designed to encourage use, to facilitate interaction among residents and between staff and residents, and to support the development of a sense of community within the development.

There is no difference in design between the NPLH and non-NPLH units. NPLH units are dispersed throughout project. Each unit has a full kitchen with refrigeration, stove, oven, dishwasher, sink and storage cabinets with an adjacent dining area. The bedrooms are of adequate size with at least one window. Each bedroom has a closet. All units are accessed from the exterior of the buildings.

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The project includes parking, attractive and simple landscaping, and encourages independent living. Landscaping utilizes low-water, native plants, and will create opportunities for resident gardening.

The location of the project will allow for easy access to public transportation (bus lines) and is within walking distance to commercial and community entities such as grocery stores, pharmacies, houses of worship, banks, gas stations, restaurants, physical and mental health providers.

To facilitate safety and security, the community building has security cameras placed where they can help staff keep an eye on out-of-the-way areas. The development is equipped with adequate and appropriate outside lighting. Large windows, good lighting, and wide, unobstructed spaces contribute to a safer feeling for the residents. All exterior doors are automatic self-locking – with levers rather than knobs for accessibility.

Part X. Other Additional Information

Provide any other information necessary to evaluate the supportive services to be offered consistent with NPLH Program requirements.

See attached exhibits:

Exhibit 1: Supportive Services Chart

Exhibit 2: Mariposa County HHSA Services Budget for NPLH Units at Creekside Terrace

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Exhibit 1: Supportive Services Table

Type of Service	Description	Provider, Location, & Distance from Site	Frequency of Offered Service & Hours of Availability
CASE MANAGEMENT	Case management supportive services will include, but not be limited to: assessment of tenant needs, linkage to evaluation and treatment for mental health issues including psychiatry and substance abuse services, emergency assistance with food and clothing as needed, individual goal/service planning to assist in stabilizing and maintaining housing, assistance in accessing all eligible benefits, independent living skills development, linkage to peer support groups, transportation assistance, money management and financial education, referral for physical/medical assessment, linkage to educational and employment services and opportunities, crisis intervention, linkage to community based wellness center and social and recreational activities and any other services as needed.	Mariposa County Health & Human Services Agency (HHSA) Provided on-site 0 miles	Offered 5 days a week On-site case management sessions will be scheduled M-F 8a - 5p unless otherwise arranged
PEER SUPPORT ACTIVITIES	Support provided by people with lived experience of mental illness and homelessness, including: linkage to wellness center, prevention and peer support activities; linkage to social and recreational activities, life skills, support groups, peer-to-peer counseling, social recreational and volunteer activities, educational opportunities, laundry facilities, showers, cooking classes, warmline for phone support.	HHSA Wellness Center 3562 Lemee Lane, Mariposa 1.4 miles	Monday, Wednesday, and Friday, 1-4 p.m.
		Mariposa Heritage House 5200 Hwy 49N, Mariposa 0.4 miles	M-F 8a - 5p
MENTAL HEALTH CARE	County BHS provides mental health services to include but not limited to; assessment and evaluation, individual, family and group therapy, crisis counseling, case management services, Psychiatric services to include evaluation and prescribing medication services, liaison with psychiatric nurse, dual dx treatment and groups for those with cooccurring disorders (substance use disorders and mental health needs), 24/7 crisis emergency services, psychiatric hospitalization, service coordination, crisis intervention and stabilization, and individualized mental health services as appropriate, medication management and monitoring, symptom management, and psychological support. Individual psychosocial assessment, and education about mental illness and psychotropic medication.	Provided on-site 0 miles or Mariposa County Behavioral Health & Recovery Services 5362 Lemee Lane, Mariposa 1.4 miles	Offered 5 days a week When provided on-site: M-F 8a - 5p unless otherwise arranged When provided off-site: M-F 8a - 5p unless otherwise arranged
SUBSTANCE USE SERVICES	Outpatient substance use prevention, treatment and counseling programs for adults and juveniles with substance abuse problems. Services include individual, family and	Provided on-site 0 miles or	Offered 5 days a week

Attachment: Creekside MOU - Jan 4 2023 (RES-2023-9 : Memorandum of Understanding (MOU) with Self-Help Enterprises and AWI)

	group counseling, some group counseling services offered during the evening. The Felony Drug Court program provides substance abuse offenders with resources and treatment to reduce the negative results of addiction. The Perinatal Substance Abuse Program provides services and support designed specifically for women and families affected by alcohol and/or other drugs. Per regulation (45CFR 96.131(a)), preference in admission to treatment facilities is given to pregnant women who seek or are referred for and would benefit from services. Perinatal funded services admission priority is given in the following order: 1. Pregnant Injection drug users; 2. Pregnant substance users; 3. Parenting injection drug users; 4. Parenting substance users. If upon assessment residential services are indicated, then county in collaboration with consumer will arrange for necessary services. Additional services include: relapse prevention and support groups, recovery readiness services for tenants with active addictions, AA/NA/CA groups, sober recreational activities, links to detox, and/or rehab.	Mariposa County Behavioral Health & Recovery Services 5362 Lemee Lane, Mariposa 1.4 miles	When provided on-site: M-F 8a - 5p unless otherwise arranged When provided off-site: M-F 8a - 5p unless otherwise arranged
MOTIVATIONAL INTERVIEWING	Mariposa County HHSA utilizes Motivational Interviewing in our mental health and substance use disorder services. Motivational Interviewing is done in outreach settings to engage and assist people in talking about their own identified needs for change and to then link with outpatient services to provide supportive services to help them achieve their goals. Motivational Interviewing is also used in the assessment process for both mental health and substance use disorder services to engage and assist consumers who may be ambivalent to services identify their own reasons for change and make a commitment to this change. During treatment phase Motivational interviewing is used with consumers to educate them on the stages of change and maintaining engagement in the change process.	Mariposa County HHSA Provided on-site 0 miles or 5362 Lemee Lane, Mariposa 1.4 miles	Offered 5 days a week On-site during case management: M-F 8a - 5p unless otherwise arranged Off-site during mental health or substance use treatment: M-F 8a - 5p unless otherwise arranged
LINKAGE TO PHYSICAL HEALTH CARE	Mariposa County HHSA has both Public Health and Behavioral Health in a consolidated agency as of July 2018. We are working to establish a System of Care including both Health and BH. Additionally, staff has established relationships with several primary care providers in the local community, and the case managers will help clients access these services to ensure that each client is linked to primary care. There are two main health centers in the Mariposa:	John C. Fremont Health Care District (JCFHCD) 5189 Hospital Rd. Mariposa 1.1 miles	Offered 5 days a week M-F 8a - 5p unless otherwise arranged

Attachment: Creekside MOU - Jan 4 2023 (RES-2023-9 : Memorandum of Understanding (MOU) with Self-Help Enterprises and AWI)

	John C. Fremont Health Care District (JCFHCD) and Indian Health Clinic, both approximately a mile from the housing development site. Services will include, but not be limited to: Access to routine, specialized and preventive health and dental care, medication management, routine medical care, medication management or monitoring, health and wellness education, nursing/Visiting nurse care, home health aide services, HIV/AIDS services, pain management, personal care education/assistance, including creating a healthy culture (nutritional services, exercise classes, smoking cessation). Additionally, Medication Assisted Treatment is available through JCFHCD.	Indian Health Clinic 5192 Hospital Rd . Mariposa 1.1 miles	Offered 5 days a week M-F 8a - 5p unless otherwise arranged
BENEFITS COUNSELING AND ADVOCACY	Mariposa BHS and eligibility staff will assist residents in accessing all mainstream benefits to which they may be entitled, including SSI/SSP, Medi-Cal or VA benefits. Active assistance with completing the applications process will be provided along with advocacy if additional information is needed or if benefits are denied. Additionally, tenants will receive active assistance and advocacy to assist them in retaining their benefits and entitlements. The SOAR (SSI/SSDI Outreach, Access and Recovery) method, a SAMHSA approved Promising Practice, will be utilized to assist in applying for and accessing SSI/SSP.	Mariposa County HHSA 5362 Lemee Ln. Mariposa 1.4 miles	Offered 5 days a week M-F 8a - 5p
BASIC HOUSING RETENTION SKILLS	Case management staff will assist tenants in developing a plan to achieve housing stability, addressing any barriers that the tenant may identify and providing rehab skills to address possible risks that would put tenant at risk of losing housing. Basic life skills training and assistance will be provided, including: housekeeping, budgeting/money management, laundry, cooking and meal preparation, shopping, financial literacy, basic nutrition, communication skills, conflict resolution/mediation training, credit counseling, training in personal hygiene and self-care, training in use of public transportation, assistance in meeting lease obligations and complying with house rules.	Mariposa County HHSA Provided on-site 0 miles	Offered 5 days a week M-F 8a - 5p unless otherwise arranged
SERVICES FOR CO-OCCURRING MENTAL AND PHYSICAL DISABILITIES	Services for individuals with co-occurring mental health and substance abuse disorders will include: Treatment, relapse prevention, and peer support groups, services that integrate rehabilitation and recovery, education and counseling for families, and ongoing support after rehab. An integrated treatment approach to treating co-occurring mental and substance use disorders will be used. Integrated treatment and planning requires collaboration across disciplines and addresses both mental health and substance abuse, each in the context of the other disorder. Treatment planning is	Mariposa County Behavioral Health & Recovery Services 5362 Lemee Lane, Mariposa 1.4 miles	Offered 5 days a week M-F 8a - 5p unless otherwise arranged

Attachment: Creekside MOU - Jan 4 2023 (RES-2023-9 : Memorandum of Understanding (MOU) with Self-Help Enterprises and AWI)

	client-centered, addressing clients' goals and using treatment strategies that are acceptable to them.		
RECREATIONAL AND SOCIAL ACTIVITIES	Social and recreational activities will be provided by the peer support team through both HHSA Wellness Center and Mariposa Heritage House. Participants help to choose and design these activities. The Senior center also offers games, low impact exercise classes, day trips, a lunch program, senior nutrition program, and more. Activities might include: holiday celebrations, game nights, movie or film viewings, sports or fitness activities, conversation and support groups, cooking classes and book clubs.	HHSA Wellness Center 3562 Lemee Lane, Mariposa 1.4 miles	Offered three afternoons a week: Monday, Wednesday, and Friday, 1-4p
		Mariposa Heritage House 5200 Hwy 49N, Mariposa 0.4 miles	Offered 5 days a week M-F 8a - 5p
		Mariposa County Senior Services Center 5246 Spriggs Ln., Mariposa 1.2 miles	Offered 5 days a week M-F 8a-5p Meals served M-F at noon
EDUCATIONAL SERVICES	Mariposa County will partner with Mother Lode Job Training (MLJT) and Mariposa County Adult Literacy Program and GED Preparation, and with the local community colleges to assist clients in accessing educational and training opportunities. MLJT will assist with private and community college placements, educational assessment, GED education and assessment, assistance with school enrollment, assistance with accessing higher education benefits and grants, and assistance in obtaining reasonable accommodations in the education process, if needed. Other educational options include: Certified Nursing Assistant classes through our local hospital and community education courses and high school diploma and GED preparation courses. English as a second language and other vocational courses will be assisted by a referral process. Transportation and financial assistance will be offered to all residents who need them.	Mother Lode Job Training co-located with HHSA at 3562 Lemee Lane, Mariposa 1.4 miles	Offered 5 days a week M-F 8a - 5p
EMPLOYMENT SERVICES	Through the Mariposa County Health and Human Services Agency (HHSA), the Behavioral Health Division will work with the State Department of Vocational Rehabilitation, MLJT, the Social Services Division of HHSA and other non-profit employment entities to provide targeted employment services to adults with serious mental illness. Services will include: Supported employment programs, employment assessment, job skills training, job preparation and job placement assistance. MLJT provides job referrals, job development training, on the job training, skills upgrade or retraining, resume development, career research and career counseling. The Employment and Community Services	Mother Lode Job Training co-located with HHSA at 3562 Lemee Lane, Mariposa 1.4 miles	Offered 5 days a week M-F 8a - 5p

Attachment: Creekside MOU - Jan 4 2023 (RES-2023-9 : Memorandum of Understanding (MOU) with Self-Help Enterprises and AWI)

	Division of HHSA provides some Employment Services which may include job placement and volunteer opportunities to gain on the job skills. Options for linkage to programs promoting volunteer opportunities for those unable to work will also be provided.		
ACCESS TO OTHER SERVICES	USDA Commodities and Manna House for food support, Energy Assistance Programs through HHSA, Domestic Violence and Rape Crisis Services through Mt. Crisis Services	USDA Commodities/ Manna House 5127 Charles St. Mariposa .8 miles	Offered 5 days a week M-F 10a - 2p
		Energy Assistance Programs 5362 Lemee Ln. Mariposa 1.3 miles	Offered 5 days a week M-F 8a - 5p
		Mt. Crisis Services 5079 Hwy 140 Mariposa .9 miles	Offered 5 days a week M-F 8a - 5p

Attachment: Creekside MOU - Jan 4 2023 (RES-2023-9 : Memorandum of Understanding (MOU) with Self-Help Enterprises and AWI)

Exhibit 2: Mariposa County BHS Services Budget for NPLH Units at Creekside Terrace

12 Months - Housing Services and Supports Budget Projection 20220627

	% slice	plus 3% COLA	1.03
Julianne Sims, Division Director	8,792.23	9,055.99	5%
Total	7,181.46	7,396.90	
		plus 3% COLA	
Amy Woodward, Social Work Supervisor I	49,756.20	51,248.89	50%
Ron Hull, Program Specialist I	72,406.44	74,578.63	100%
Erica Jonson, Program Specialist I	75,865.08	78,141.03	100%
Total	229,928.76	236,826.62	
		plus 3% COLA	
Contractor	28,800.00	29,664.00	100%
Transportation & Misc expenses	12,000.00	12,360.00	100%
Total	40,800.00	42,024.00	
Grand Total:	277,910.22	286,247.53	
15% admin overhead	41,686.53	42,937.13	
	319,596.75	329,184.66	

Funding Sources include: MHSA, County Realignment, Medi-Cal offset

Attachment: Creekside MOU - Jan 4 2023 (RES-2023-9 : Memorandum of Understanding (MOU) with Self-Help Enterprises and AWI)

MARIPOSA COUNTY

Health and Human Services · (209) 966-2000

RESOLUTION - ACTION REQUESTED 2023-10

MEETING: January 17, 2023

TO: The Board of Supervisors

FROM: Joe Lynch, Health & Human Services Agency Director

RE: Amendment to Loan Agreement for Whole Person Care Homeless Funds to Creekside Terrace Project

---

RECOMMENDATION AND JUSTIFICATION:
Approve Amendment to Loan Agreement for Whole Person Care Mental Health Homeless Housing funding to finance the Mariposa Creekside Terrace housing project increasing the amount by $400,000 to a new amount not to exceed $1,000,000; and Authorize the Board of Supervisors Chair to sign the Amendment.

Whole Person Care Mental Health Homeless Housing funding is available for the costs of long-term and short-term housing, such as hotel vouchers and rental subsidies, as well as capital investment for housing projects for Medi-Cal beneficiaries who are mentally ill and are experiencing homelessness, or are at risk of homelessness.

Health and Human Services Agency (HHSA) and Self-Help Enterprises (SHE)completed the Mariposa Creekside Terrace project during the 2022 calendar year and have observed the benefits afforded to clients by the 11 dedicated mental health units and the 31 low income housing units to be constructed in our community.

The current loan agreement of $600,000 is funded through the California Department of Health Care Services (DHCS) Whole Person Care Program was executed to cover unforeseen construction costs incurred by SHE during the project. For the purpose of the resolution request, HHSA and SHE request the approval of an additional $400,000 allocation to the current loan agreement that will provide SHE necessary resources to maintain optimal condition of the Creekside Terrace apartment units.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board authorized the Agency Director to apply for $75,000 in NPLH technical assistance funding to plan the implementation of the NPLH grants on September 26, 2017, by Resolution Number 2017-647.

The Board authorized the Agency Director to apply for up to $5,000,000 under Round 1 of the NPLH competitive grant funding on January 22, 2019, by Resolution Number 2019-52. The Agency was awarded a total of $1,735,489 in NPLH Round 1 funding for the Mariposa Village project. The “Mariposa Village” has been renamed “Mariposa

Creekside Terrace."

The Board approved Resolution No. 2021-75 on February 16, 2021, authorizing funding commitment of $600,000 for Whole Person Care Mental Health Homeless Housing.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
If this commitment of funds is not approved, the Mariposa Creekside Terrace housing project would likely not be able to operate, and the 41 units of low income and mental health client housing would not be available for county residents in need.

FINANCIAL IMPACT:
Whole Person Care Homeless funds will be utilized for this commitment. There is no impact to the County General Fund.

ATTACHMENTS:
Mariposa Commitment Letter to Self Help Enterprises regarding $600K WPC funding (PDF)
Whole Person Care Loan Amendment - Wcsignature (PDF)

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

Mariposa County
Health & Human Services Agency

Attachment: Mariposa Commitment Letter to Self Help Enterprises regarding $600K WPC funding (RES-2023-10 : Amendment to Loan

February 2, 2021,

Thomas J. Collishaw, President/CEO
Self-Help Enterprises
8445 W. Elowin Court
Visalia, CA 93291

Re: Additional $600,000 Funding Commitment – Mariposa County for Creekside Terrace Apartments (formerly Mariposa Village).

Dear Mr. Collishaw,

Recently Betsy McGovern-Garcia of Self-Help Enterprises (SHE) informed us of unforeseen additional construction costs related to purchase of street easements for the development of Antone Road and construction of a water line across Mariposa Creek up to Joe Howard. Betsy described the serious impact of these extra costs that put the project in financial jeopardy. Mariposa County wishes to commit an additional $600,000 to ensure the completion of the Mariposa Creekside Terrace project.

We are committed to seeing the Mariposa Creekside Terrace project to completion because of the benefits afforded to our clients by the 11 dedicated mental health units and the 31 low income housing units to be constructed in our community. Previously we were eager to support the project by our initial commitment of $1,735,489 in No Place Like Home (NPLH) program funding for the development. Mariposa County is excited about the opportunity to better serve the community of Mariposa through the proposed project. Mariposa County Health and Human Services Agency is a partner in the project through the provision of extensive wrap-around supportive services, which have been committed for a period of 20 years.

The County of Mariposa wishes to commit the following additional resources to the project:

Type of Funding	Amount
Whole Person Care Homeless Funding for Mental Health clients	$ 600,000
Total Additional Contribution	$ 600,000

The Whole Person Care Funds shall bear simple interest at a rate of 0% percent per annum on the unpaid principal balance. All accumulated interest and principal payments shall be deferred for the term of the loan and shall bear a term of 55-years.

Mariposa County
Health & Human Services Agency

Feel free to contact me at 209-742-0892 or by email at sgadd@mariposacounty.org if you have any questions or need additional information.

Sincerely,

Shannon Gadd
Director

Attachment: Mariposa Commitment Letter to Self Help Enterprises regarding $600K WPC funding (RES-2023-10 : Amendment to Loan

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

The Honorable Rosemarie Smallcombe, Chair
Board of Supervisors, County of Mariposa
5100 Bullion Street
Mariposa, CA 95338

Space above this line for Recorder's use.

OMNIBUS WHOLE PERSON CARE LOAN AMENDMENT
(Creekside Terrace)

This Omnibus Whole Person Care Loan Amendment (this "Amendment") is entered into effective as of January ___, 2023 ("Effective Date") by and between the **COUNTY OF MARIPOSA** ("Lender") and **CREEKSIDE TERRACE, L.P.**, a California limited partnership ("Borrower"). Lender and Borrower are collectively referred to herein as the "Parties."

RECITALS

A. The Parties entered into that certain Loan Agreement for California Department of Health Care Services Whole Person Care Program loan funds dated April 6, 2021 (the "Loan Agreement").

B. The Loan Agreement is evidenced by a Promissory Note in the original principal amount of $600,000 dated April 6, 2021 (the "Promissory Note").

C. The Promissory Note is secured by a Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing recorded against certain real property located at 5118 Fournier Road, Mariposa, California and more particularly described at Exhibit A attached hereto, dated April 20, 2021 and recorded in the land records of the County of Mariposa as document number 20211906 (the "Deed of Trust," and together with the Loan Agreement and the Promissory note, the "Loan Documents").

D. Borrower has received an additional award of Whole Person Care Program loan funds totaling $400,000, and the parties hereby wish to amend the Loan Documents to evidence the same.

NOW THEREFORE,

In consideration of the foregoing Recitals and for the promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties, intending to be legally bound hereby, agree as follows:

Attachment: Whole Person Care Loan Amendment - Wcsignature (RES-2023-10 : Amendment to Loan Agreement for Whole Person Care

1. Omnibus Amendment to Loan Documents. References to the original principal amount of Six Hundred Thousand and 00/100 Dollars ($600,000) under the Loan Documents are hereby deleted and replaced with the amount of One Million and 00/100 Dollars ($1,000,000).

2. Amendments to the Deed of Trust, Section 10.12 (Subordination). Section 10.12 (Subordination) of the Deed of Trust is hereby deleted and replaced with the following:

> 10.12 Subordination. Trustor and Beneficiary agree that the lien of this Deed of Trust is junior and subordinate to the following liens and encumbrances recorded in the Official Records of Mariposa County:
>
> (i) That Construction Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated April 20, 2021, executed by Trustor in favor of U.S. Bank National Association, a national banking association, and recorded in the real estate records of Mariposa County as Document number 20211904; and
>
> (ii) That County Infill Infrastructure Grant Program Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture filing dated April 20, 2021 executed by Trustor in favor of the County of Mariposa, and recorded in the real estate records of Mariposa County as Document number 20211905.

3. Amendments to the Deed of Trust, Section 10.13 (Superiority). A new Section 10.13 (Superiority) is hereby added to the Deed of Trust as follows:

> 10.13 Superiority. Trustor and Beneficiary agree that the lien of this Deed of Trust is senior and superior to the following liens and encumbrances recording concurrently herewith in the Official Records of Mariposa County:
>
> (i) That Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing dated April 20, 2021, executed by Trustor in favor of the County of Mariposa and recorded in the real estate records of Mariposa County as Document number 20211907;
>
> (ii) That Deed of Trust With Assignment of Rents dated April 20, 2021, executed by Trustor in favor of Self-Help Enterprises, a California nonprofit public benefit corporation, and recorded in the real estate records of Mariposa County as Document number 20211908; and
>
> (iii) That Affordable Housing Regulatory Agreement and Declaration of Restrictive Covenants dated April 20, 2021, executed by Trustor in favor of Self-Help Enterprises, a California nonprofit public benefit corporation, and recorded in the real estate records of Mariposa County as Document number 20211909.

Attachment: Whole Person Care Loan Amendment - Wcsignature (RES-2023-10 : Amendment to Loan Agreement for Whole Person Care

4. No Other Modification. Except as amended by this Amendment, the Loan Documents shall continue unmodified and in full force and effect.

5. Counterparts. This Amendment may be executed in several counterparts each of which will constitute an original document, and all of which shall constitute one agreement, binding on all parties hereto, notwithstanding that all parties are not signatories to the same counterparts.

[Signature Page(s) Follow]

Attachment: Whole Person Care Loan Amendment - Wcsignature (RES-2023-10 : Amendment to Loan Agreement for Whole Person Care

IN WITNESS WHEREOF, the Parties have entered into this Amendment effective as of the date first written above.

LENDER:

COUNTY OF MARIPOSA,
a California municipal corporation

By: _____
_____, Chair

Approved as to form:

By: _____
Name: _____
Its: County Counsel

BORROWER:

CREEKSIDE TERRACE, L.P.,
a California limited partnership

By: Creekside Terrace LLC,
a California limited liability company,
its general partner

By: Self-Help Enterprises,
a California nonprofit public benefit corporation,
its sole member/manager

By: _____
Thomas J. Collishaw,
President and CEO

[Notary Clauses Follow]

Attachment: Whole Person Care Loan Amendment - Wcsignature (RES-2023-10 : Amendment to Loan Agreement for Whole Person Care

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.

STATE OF CALIFORNIA)
COUNTY OF Tulare)

On December 19, 2022 before me, Valerie Pedro, Notary Public, personally appeared, **THOMAS J. COLLISHAW**, who proved to me the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the entity upon behalf of which he acted, executed the instrument.

I certify under penalty of perjury under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

VALERIE PEDRO
Notary Public - California
Tulare County
Commission # 2315118
My Comm. Expires Dec 10, 2023

Valerie Pedro
Name: Valerie Pedro
Notary Public

Attachment: Whole Person Care Loan Amendment - Wcsignature (RES-2023-10 : Amendment to Loan Agreement for Whole Person Care

Attachment: Whole Person Care Loan Amendment - Wcsignature (RES-2023-10 : Amendment to Loan Agreement for Whole Person Care

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.

STATE OF CALIFORNIA)
COUNTY OF MARIPOSA)

On _____ before me, _____, Notary Public, personally appeared, _____, who proved to me the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument, the entity upon behalf of which she acted, executed the instrument.

I certify under penalty of perjury under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____
Name: _____
Notary Public

Attachment: Whole Person Care Loan Amendment - Wcsignature (RES-2023-10 : Amendment to Loan Agreement for Whole Person Care

Exhibit A
Description of the Property

All that real property situated in the State of California, County of Mariposa and described as follows:

All that certain real property situated in Projected Section 22, Township 5 South, Range 18 East, M.D.B.&M., Rancho Las Mariposas, County of Mariposa, State of California, said tract of land more particularly described as follows:

Beginning at Corner No. 1, of that tract known as "Fournier Garden" as described in Grant Deed to Self Help Enterprises, a California Corporation, recorded as Document No. 20200757 on February 28th, 2020 in Mariposa County Official Records and herein after called Deed 1, on the Westside of Mariposa Creek, from whence the NE corner of Projected Section 22, Township 5 South, Range 18 East, M.D.B.&M. (as said Section, Township and Range are so designated in Patent to John C. Fremont of the tract known as Las Mariposas Grant, in Book "M" of Patents, at pages 1 to 17, Mariposa County Records) bears N. 25° 05' E. a distance of 383.37 feet, and running thence the following 10 courses:

N. 38° 30' 40" E. a distance of 71.09 feet;

N. 54° 44' 09" W. a distance of 126.56 feet to a point on a 120.00 foot radius tangent curve concave southerly;

Thence along said 120.00 foot radius curve through a delta angle of 28° 17' 58" and an arc distance of 59.27 feet to the point of tangency;

Thence N. 83° 02' 08" W. a distance of 52.77 feet;

Thence S. 27° 36' 28" W. a distance of 92.41 feet to a point on the northerly line of said Fournier Garden;

Thence N. 70° 25' 15" W. along the northerly line of said Fournier Garden a distance of 335.13 feet to Corner No. 2 of Document No. 20200757 (herein after called "Deed 1") (N. 76° 26' W per Deed 1);

Thence along the boundary of said Fournier Garden the following 4 courses:

S. 20° 18' 58" W. a distance of 171.46 feet (S. 19° 42' W. a distance of 171.42 feet per Deed 1) to Corner No. 3 of Deed 1;

Thence S. 64° 22' 51" E. a distance of 262.83 feet (S. 64° 10 W. a distance of 261.27 feet per Deed 1) to Corner No. 4 of Deed 1;

Thence S. 76° 00' 57" E. a distance of 309.71 feet (S. 76° 31 S. distance of 309.53 feet per Deed 1 to Corner No. 5 of Deed 1;

Thence N. 16° 02' 28" E. a distance of 169.23 feet (N. 16° 04' E. per Deed 1) to the Point of Beginning.

The Land is shown and described in that certain Certificate of Compliance for Lot Line Adjustment No. 2020-166, approved by the County of Mariposa, recorded March 19, 2021, as Instrument No. 20211362 of Official Records.

Together with a 60.00 foot wide non-exclusive easement for pedestrian and vehicular ingress, egress and access, and Public Road and Public Utilities as described in that certain GRANT OF EASEMENTS FOR INGRESS AND EGRESS, CONSTRUCTION, MAINTENANCE, REPAIR AND UTILITIES by and between Jenifer Z. Canter ("Grantor") and Creekside Terrace, L.P., a California limited partnership ("Grantee") recorded April 9, 2021 as Document No. 20211730, Mariposa County Official Records.

Also Together with a non-exclusive easement for pedestrian and vehicular ingress, egress and access and Public Road and Public Utilities with a maximum width of 36.00 feet as described in that certain GRANT OF EASEMENTS FOR INGRESS AND EGRESS, CONSTRUCTION, MAINTENANCE, REPAIR AND UTILITIES by and between Brian

D. Shoor and Jennifer Shoor ("Grantor") and Creekside Terrace, L.P., a California limited partnership ("Grantee") recorded April 9, 2021 as Document No. 20211731, Mariposa County Official Records.

Also Together with a non-exclusive road easement and a non-exclusive access easement as described in Parcel Map recorded in Book 12 of Parcel Maps at Page 19.

Attachment: Whole Person Care Loan Amendment - Wcsignature (RES-2023-10 : Amendment to Loan Agreement for Whole Person Care

MARIPOSA COUNTY

HHS/Employment and Community Services · (209) 966-2000

RESOLUTION - ACTION REQUESTED 2023-11

MEETING: January 17, 2023

TO: The Board of Supervisors

FROM: Joe Lynch, Health & Human Services Agency Director

RE: Agreement with California Department of Social Services for EDD Information

---

RECOMMENDATION AND JUSTIFICATION:
Approve Memorandum of Understanding (MOU) with the California Department of Social Services (CDSS) Regarding Access to Confidential Data Related to Employment Development Department; and Authorize the Health and Human Services Director to Sign the MOU as Instructed by CDSS.

The Mariposa County, Health and Human Services Agency (HHSA is to be provided access to confidential data for the sole purpose of conducting program evaluations. Contractor shall use the quarterly EDD base wage data to understand labor market participation of its employment services clients (e.g., California Work Opportunity and Responsibility to Kids (CalWORKs), CalFresh Employment & Training, and County General Assistance program clients in Mariposa County).

CDSS shall request and use the EDD's confidential information only for the purpose of conducting internal research, budget development, performance monitoring and program evaluation pursuant to the Welfare and Institutions Code Sections 10533, 10540.5, 10541, 10606.1, 10609.4, 10850, 11322.63, 11525, 15204.6 and, and Section 1095(ai) of the CUIC, and Sections of 7 United States Code (USC) 2020(e)(16) and (17), 42 USC Section 611, 42 USC Section 677 of the Social Security Act.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board has approved several agreements with California Department of Social Services over the years.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
If the Board does not approve the agreement, County of Mariposa faces the risk of non-compliance with several federal and state regulations.

FINANCIAL IMPACT:
No financial impact.

ATTACHMENTS:
ccc 04.2017 (PDF)

REF ID# 13659

contract exhibits (PDF)
std 213-BOS(PDF)

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

Contractor Certification Clause

CCC 04/2017

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	Federal ID Number

By (Authorized Signature)

Printed Name and Title of Person Signing

Date Executed	Executed in the County of

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

1) the dangers of drug abuse in the workplace;

2) the person's or organization's policy of maintaining a drug-free workplace;

3) any available counseling, rehabilitation and employee assistance programs; and,

4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

1) receive a copy of the company's drug-free workplace policy statement; and,

Attachment: ccc 04.2017 (RES-2023-11 : Agreement with California Department of Social Services for EDD Information)

2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES $50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably

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required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions,

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Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

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EXHIBIT A
(Standard Agreement)

SCOPE OF WORK

A. Legal Authority

The Legal Authority for this Agreement by which the Employment Development Department (EDD) provides confidential wage and unemployment insurance claim information to California Department of Social Services (CDSS) is pursuant to Section 1095(ai) of the California Unemployment Insurance Code (UIC).

CDSS shall request and use the EDD Confidential Data for the sole purpose of conducting internal research, budget development, performance monitoring and program evaluation pursuant to the statutory authorities in: Welfare and Institutions Code Sections 10533, 10540.5, 10541, 10606.1, 10609.4, 10850, 11322.63, 11525, 15204.6, and Section 1095(ai) of the UIC, Title 7 of the United States Code (USC) Section 2020(e)(16)-(17), and Title 42 of the USC Sections 611 and 677.

B. Purpose

This Agreement is entered into between Mariposa County Health and Human Services Agency, herein referred to as the Contractor, and CDSS (collectively, the Parties). Contractor is to be provided access to the EDD Confidential Data for the sole purpose of conducting program evaluations. Contractor shall use the quarterly EDD base wage data to understand labor market participation of its employment services clients (e.g., California Work Opportunity and Responsibility to Kids (CalWORKs), CalFresh Employment & Training, and County General Assistance program clients in Mariposa County). This Agreement provides authorization for use of the EDD Confidential Data solely for evaluation purposes described in this Agreement.

C. Contractor Responsibilities

1. Contractor may use the following data sets acquired from CDSS, collectively referred to as EDD Confidential Data:

   a. **EDD Base Wage File:** Quarterly wage earnings for the most recent six (6) quarters available of all persons in the Contractor's County, 16 years or older and who received at least one month of public assistance in Contractor's County. The data extract includes quarter date; social security number; employer account number (EAN); and quarterly earnings. The base wage file shall enable Contractors to track the employment records and earnings of current and former welfare recipients. Historical wage data up to five (5) years prior is also available upon special request for selected clients.

   b. **Employer Data:** This file is a subset of the Quarterly Census of Employment and Wages created by the Bureau of Labor Statistics. It

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EXHIBIT A
(Standard Agreement)

contains California employer data such as employer identification number (EIN), NAICS industry classification code, employer trade name, street address, FIPS county code, and total quarterly wages paid. Employer data is available upon special request.

c. **Unemployment/Disability (UI/DI) Files**: UI/DI files track the unemployment and disability benefits of welfare recipients. Data includes time of payment, payment amount, social security number, and client name. This data is available upon special request for selected clients, subject to CDSS cost review and available funds.

Linkage of administrative county data to the aforementioned files requires the county to provide a file to CDSS containing unduplicated client social security numbers and birth dates, preferably in SAS or Excel/Csv format.

2. Contractor shall instruct all employees, agents, or volunteers with access to the information provided through this Agreement as to the following:

   a. The confidential nature of the information;
   b. The requirements of Division 19 of the CDSS Manual of Policies and Procedure for the protection of confidential information provided by CDSS or held by the County in its administration of social services; and
   c. The EDD Confidentiality and Security Requirements of the EDD and CDSS Interagency Agreement 22-2003, Exhibit E for EDD data.
   d. Exhibit F, Agreement 22-2003, attached for reference.

3. Acknowledge CDSS as the original source of the data in any publications resulting from, or related to, use of this data.

4. Include a disclaimer that credits any analyses, interpretations, or conclusions reached to the authors and not to CDSS. The disclaimer shall be in substantially the following form, unless the Parties agree otherwise in writing:

   "The research reported herein was performed with the permission of the California Department of Social Services. The opinions and conclusions expressed herein are solely those of the author(s) and should not be considered as representing the policy of any agency of the California State Government."

5. Provide CDSS with a pre-publication draft of any reports 90 days before publication. A "report" is any document, email, or website that includes outcomes, results, or findings using EDD Confidential Data that is made available to the public. EDD requires all publications using EDD Confidential Data to be reviewed and approved by their Information Security Office prior to publication. CDSS shall facilitate the approval process between Contractor and EDD. Should

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EXHIBIT A
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CDSS disagree with any part of the report, a disclaimer stating CDSS's disagreement shall be included in the final published report.

Specifically, the EDD Confidential Data shall enable the following program outcomes, with respect to the content and function of reports, to be accurately measured, including:

a. The number and proportion of clients with earned income;
b. The total earnings of clients and their wage progression over time;
c. The continuity of employment over time; and,
d. How outcomes differ across various socioeconomic/demographic characteristics and specific employment services programs.

This analysis would enable Contractor to measure the effectiveness of welfare-to-work and employment services efforts in the Contractor's County, and provide valuable input into subsequent programmatic design and resource allocation decisions. Moreover, the information would be a useful tool in developing caseload forecasts and adapting employment services programs in response to labor market trends.

Under no circumstances shall individual client data be released or used to contact individual persons. All data shall be reported in aggregate to protect client privacy.

Matching client data with quarterly wages would provide Contractor with robust employment and earnings data that could be tracked over time for specific groups of program clients. County data does not currently provide any information on employment or earnings of program recipients, and EDD quarterly base wage files are the only accessible source for tracking the earned income of clients after receiving employment services.

Several files produced by the EDD are the only source that shall allow accessibility to track the employment and earnings of welfare program recipients after leaving public assistance as well as unemployment and disability payments.

D. CDSS Responsibilities

1. CDSS shall provide the EDD Confidential Data for the purpose specified in this Agreement.

2. CDSS shall facilitate the linkage of client records provided by Contractor to EDD base wage administrative files for this Agreement. The process shall require CDSS to transmit client records to EDD; EDD performs the actual linkage (matching) and shall make the matched records available to CDSS for access

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EXHIBIT A
(Standard Agreement)

and subsequent distribution to Contractor. This linkage requires a valid social security number and date of birth for each client.

3. CDSS shall conduct random on-site inspections, as needed, to ensure compliance with the terms of this Agreement.

4. All printing shall be sent to the California Department of General Services, Office of State Publishing (OSP). It is the responsibility of the CDSS Project Representative to obtain an exemption from OSP to competitively bid out any and all printing listed within this Agreement.

E. Project Representatives:

The Project Representatives during the term of this Agreement shall be:

CDSS
Data Contact:
Brittney Gossard, Research Data Specialist
Fiscal Forecasting & Policy Branch
744 P Street, MS 8-10-100
Sacramento, CA 95814
Phone: (916) 654-1208
Brittney.Gossard@dss.ca.gov

Contract Contact:
Angela Vellos, CalWORKs Program Manager
CalWORKs Engagement Bureau
744 P Street, MS 8-8-33
Sacramento, CA 95814
Phone: (916) 653-6609
Angela.Vellos@dss.ca.gov

Mariposa County Health and Human Services Agency

The Contractor shall designate a person to be responsible for the security and confidentiality of the data. The Contractor shall immediately notify CDSS in writing of a designee change.

Security Contact:
Dawn Garcia, Staff Services Analyst
5362 Lemee Lane
Mariposa, CA 95338
Phone: (209) 724-0883
DGarcia@mariposacounty.org

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EXHIBIT A
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Program Contact:
Rebecca Maietto, Deputy Director
5362 Lemee Lane / P.O. Box 99
Mariposa, CA 95338
Phone: (209) 742-0955
RMaietto@mariposacounty.org

Contract Contact:
Dumile Wilson, Administrative Analyst
5362 Lemee Lane / P.O. Box 99
Mariposa, CA 95338
Phone: (209) 742-0971
DWilson@mariposacounty.org

The Project Representative may be changed by providing written notice to the other party within five (5) business days of the change. Said change shall not require an amendment to this Agreement.

Attachment: contract exhibits (RES-2023-11 : Agreement with California Department of Social Services for EDD Information)

EXHIBIT B
(Standard Agreement)

BUDGET DETAIL AND PAYMENT PROVISIONS

A. Invoicing and Payment

1. The maximum amount payable under this Agreement shall not exceed $0.00. Shown below are the amounts that cannot be exceeded for each of the fiscal year(s):

   2022/23 $0.00
   2023/24 $0.00
   2024/25 $0.00

2. For services satisfactorily rendered, and upon receipt and approval of the invoice(s), CDSS agrees to pay the Contractor for said services in accordance with the rates specified.

3. Funding for necessary travel expenses and per diem are included in this agreement and will be reimbursed at rates established by the California Department of Human Resources (CalHR) for comparable classes. (See https://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx). Contractor will itemize travel expenses, including receipts, and submit to CDSS Program Contract Manager for approval. This approval, including itemization and receipts must be attached to the invoice submitted for payment.

   No travel outside of the State of California by Contractor shall be reimbursed unless there is prior written authorization from CDSS. Per Government Code section 11139.8, travel to states currently subject to California's ban on state-funded and state-sponsored travel is prohibited.

4. Invoices shall include the Agreement Number 22-1032 and Reporting Structure 51801261 and shall be submitted in triplicate not more frequently than monthly in arrears to:

   California Department of Social Services
   CalWORKs and Family Resilience Branch
   CalWORKs Engagement Bureau
   744 P Street, M.S. 8-8-33
   Sacramento, CA 95814
   Attn: Angela Vellos or Sadie Webb
   Email: Angela.Vellos@dss.ca.gov or Sadie.Webb@dss.ca.gov

   Any invoices submitted without the above referenced information may be returned to the Contractor for further re-processing.

Attachment: contract exhibits (RES-2023-11 : Agreement with California Department of Social Services for EDD Information)

EXHIBIT B
(Standard Agreement)

B. State Budget Contingency Clause

1. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, CDSS shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.

2. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, CDSS shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

C. For Contract with Federal Funds

1. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of Congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the Agreement were executed after that determination was made.

2. This Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the term of this Agreement for the purposes of this program. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress which may affect the provisions, terms, or funding of this Agreement in any manner.

3. It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.

4. CDSS has the option to invalidate the Agreement under the 30-day cancellation clause or to amend the Agreement to reflect any reduction of funds.

D. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

E. Review

CDSS reserves the right to review service levels and billing procedures as they impact charges against this Agreement.

Attachment: contract exhibits (RES-2023-11 : Agreement with California Department of Social Services for EDD Information)

EXHIBIT B
(Standard Agreement)

F. Final Billing

Invoices for services must be received by CDSS within 90 days following each state fiscal year, or 90 days following the end of the contract term, whichever comes first. The final invoice must include the statement “Final Billing.”

G. Nonresident Tax Withholdings

Payments to all nonresidents may be subject to withholding. Nonresident payees performing services in California or receiving rent, lease, or royalty payments from property (real or personal) located in California will have seven percent of their total payments withheld for state income taxes. However, no withholding is required if total payments to the payee are $1,500 or less for the calendar year.

Attachment: contract exhibits (RES-2023-11 : Agreement with California Department of Social Services for EDD Information)

EXHIBIT D
(Standard Agreement)

SPECIAL TERMS AND CONDITIONS

A. Dispute Provisions

1. If Contractor disputes a decision of the State's Project Representative regarding the performance of this Agreement or on other issues for which the Project Representative is authorized by this Agreement to make a binding decision, Contractor shall provide written dispute notice to the State's Project Representative within 15 calendar days after the date of the action. The written dispute notice shall contain the following information:

   a. the decision under dispute;
   b. the reason(s) Contractor believes the decision of the State's Project Representative to have been in error (if applicable, reference pertinent contract provisions);
   c. identification of all documents and substance of all oral communication which support Contractor's position; and
   d. the dollar amount in dispute, if applicable.

2. Upon receipt of the written dispute notice, the State program management will examine the matter and issue a written decision to Contractor within 15 calendar days. The decision of State program management shall contain the following information:

   a. a description of the dispute;
   b. a reference to pertinent contract provisions, if applicable;
   c. a statement of the factual areas of agreement or disagreement; and
   d. a statement of the representative's decision with supporting rationale.

3. The decision of the State program management shall be final unless, within 30 calendar days from the date of receipt of the decision, Contractor files with the California Department of Social Services a notice of appeal addressed to:

   California Department of Social Services
   744 P Street, M.S. 9-6-747
   Sacramento, CA 95814
   Attention: Chief, Contracts and Procurement Services Branch

   Pending resolution of any dispute, Contractor shall diligently continue all contract work and comply with all of the Project Representative's orders and directions.

Attachment: contract exhibits (RES-2023-11 : Agreement with California Department of Social Services for EDD Information)

EXHIBIT D
(Standard Agreement)

B. Termination Without Cause

This Agreement may be terminated without cause by the State upon 30 days written notice to Contractor.

C. Debarment and Suspension

For federally funded agreements, Contractor certifies that to the best of their knowledge and belief that they and their principals or affiliates or any subcontractor utilized under this Agreement, are not debarred or suspended from federal financial assistance programs and activities, nor proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Contractor also certifies that it or any of its subcontractors are not listed with any active exclusions on the System for Award Management (http://www.sam.gov) (Executive Order 12549, 2 C.F.R. Parts 180, 376, 417 and 2336).

D. Certification Regarding Lobbying

The following provisions are applicable to Cooperative Agreements and Contracts exceeding $100,000 in federal funds:

1. For agreements with contractors who are State entities not under the authority of the Governor, or cities, private firms, or agencies which are receiving in excess of $100,000 in federal funds from CDSS to perform services. By signing this Agreement, Contractor certifies that to the best of their knowledge and belief, that:

   a. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a federal contract, the making of a federal grant, the making of a federal loan, the entering into of a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a federal contract, grant, loan, or cooperative agreement.

   b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal grant or agreement, the undersigned shall complete and submit

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EXHIBIT D
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Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

c. Contractor shall require that the language of this certification be included in the award documents for all covered subawards exceeding $100,000 in federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

2. This certification is a prerequisite for making or entering into this transaction and is imposed by Section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of no less than $10,000 and not more than $100,000 for each such failure.

3. Nonprofit organizations and Institutes of Higher Education are also required to comply with the lobbying provisions contained in 2 C.F.R. section 200.450 and 45 C.F.R. section 75.450.

E. Unruh Civil Rights Act and the Fair Employment & Housing Act

By entering into this Agreement, Contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and if Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act or the Fair Employment and Housing Act.

F. Computer Software Copyrights

Contractor certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation, or maintenance of computer software in violation of copyright laws.

G. OMB Audit

Pursuant to Office of Management and Budget (OMB) audit requirement regulations (2 C.F.R. § 200.501), non-federal entities that expend $750,000 or more in a year in federal awards from all sources combined shall have a single or program-specific audit conducted for that year in accordance with the provisions of 2 C.F.R. section 200.514 (previously OMB Circular A-133). All OMB audit reports shall meet the

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EXHIBIT D
(Standard Agreement)

report submission requirements established in 2 C.F.R. section 200.512 and a copy shall be forwarded to CDSS.

H. Subcontractors

The following provision is applicable to agreements in which the Contractor subcontracts out a portion of the work performed under this Agreement:

Contractor may enter into subcontracts for the services to be performed at Contractor's expense, provided such subcontracts are consistent with this Agreement. Nothing contained in this Agreement or otherwise shall create any contractual relationship between CDSS and any subcontractors, and no subcontractor shall relieve Contractor of its responsibilities and obligations hereunder. Contractor agrees to be fully responsible to CDSS for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by Contractor. Contractor's obligation to pay its subcontractors is an independent obligation from the obligation of CDSS to make payments to Contractor. As a result, CDSS shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor. Contractor shall maintain a copy of each subcontract entered into in support of this Agreement and shall, upon request by CDSS, make copies available for approval, inspection, or audit. Contractor shall ensure that all subcontracts for services include provision(s) requiring compliance with applicable terms and conditions specified in this Agreement and shall, as applicable, advise all subcontractors of their obligations to comply with the terms of the Agreement between CDSS and Contractor.

I. Indirect Costs/Administrative Overhead

Where allowed and identified in this Agreement, Contractor may claim indirect costs. Indirect costs are expenses incurred for administrative services such as, but not limited to, accounting; personnel and payroll administration; accounts payable services; general and specialized insurance coverage; compliance and regulatory monitoring; independent audit services; and legal services. Indirect costs are applied to personnel, operating expenses, supplies, equipment, and travel expenses. Contractor shall ensure that all administrative fees are reasonable considering the services being provided. Contractor may only pay overhead charges on the first $25,000 of each subcontract. Any subcontractor receiving $25,000 or more must be clearly identified in the budget display and excluded when the total indirect costs are calculated. Line-item budget shifts which increase the indirect costs shall not be allowed.

Attachment: contract exhibits (RES-2023-11 : Agreement with California Department of Social Services for EDD Information)

EXHIBIT D
(Standard Agreement)

J. Accessibility Requirements

Contractor shall comply with California Government Code sections 7405 and 11135 which requires, among other things, that Contractor shall comply with the accessibility requirements of Section 508 of the Federal Rehabilitation Act of 1973, as amended (29 U.S.C. Sec. 794d), and regulations implementing that act as set forth in Part 1194 of Title 36 of the Federal Code of Regulations. All Contractor deliverables shall meet the requirements of the Web Content Accessibility Guidelines 2.0, or a subsequent version, published by the Web Accessibility Initiative of the World Wide Web Consortium at minimum Level AA success criteria. Contractor shall respond to and resolve any complaint regarding accessibility of its products or services that is brought to its attention.

K. Russia – Ukraine Conflict Economic Sanctions

Contractor shall ensure compliance with economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law (collectively, economic sanctions). Economic sanctions include, but are not limited to, refraining from new investments in, and financial transactions with, Russian institutions or companies that are headquartered or have their principal place of business in Russia (Russian entities), and not transferring technology to Russia or Russian entities. Contractor(s) are further notified that they will be subject to additional reporting requirements pursuant to Executive Order (N-6-22) issued on March 4, 2022, and any other subsequently issued orders.

Attachment: contract exhibits (RES-2023-11 : Agreement with California Department of Social Services for EDD Information)

EXHIBIT E
(Standard Agreement)

Attachment: contract exhibits (RES-2023-11 : Agreement with California Department of Social Services for EDD Information)

PROTECTION OF CONFIDENTIALITY

Federal and state confidentiality laws, regulations, and administrative policies classify all the Employment Development Department (EDD) information provided under this Agreement as confidential. The federal and state laws prohibit disclosure of EDD's confidential information to the public and mandate its protection against loss and against unauthorized access, use, disclosure, modification, or destruction.

The Contractor must therefore, agree to the following security and confidentiality requirements:

I. ADMINISTRATIVE SAFEGUARDS

a. Adopt policies and procedures to ensure use of EDD's confidential information solely for purposes specifically authorized under this Agreement that meets the requirements of Title 20, Code of Federal Regulations §603.10.

b. Warrant by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this Agreement upon agreement or understanding for a commission, percentage, brokerage, or contingent fee. In the event of a breach or violation of this warranty, EDD shall have the right to annul this Agreement without liability, in addition to other remedies provided by law.

c. Warrant and certify that in the performance of this Agreement the Contractor will comply with all applicable statutes, rules, and/or regulations and Agreement information security requirements, including but not limited to the following:

- Unemployment Insurance Code §1094 (Disclosure Prohibitions)
- Title 20, Code of Federal Regulations §603.9 and §603.10 (Federal Unemployment Compensation Safeguards and Security Requirements)
- Civil Code §1798, et seq. (Information Practices Act)
- Penal Code §502 (Computer Fraud Act)
- Title 5, U.S. Code §552a (Federal Privacy Act Disclosure Restrictions)
- Title 42, U.S. Code §503 (Social Security Act)
- Title 18, U.S. Code §1905 (Disclosure of Confidential Information)
- Welfare and Institutions Code § 10850 (Records)

d. Except for State Agencies, agree to indemnify the CDSS against any loss, cost, damage or liability resulting from violations of these applicable statutes, rules and/or regulations and Agreement information security requirements.

e. Protect EDD's information against unauthorized access, at all times, in all forms of media. Access and use the information obtained under this Agreement only to the extent necessary to assist in the valid administrative needs of the program receiving such information and only for the purposes defined in this Agreement.

EXHIBIT E
(Standard Agreement)

f. Keep all EDD confidential information completely confidential. Make this information available to authorized personnel on a "need-to-know" basis and only for the purposes authorized under this Agreement. "Need to know" refers to those authorized personnel who need information to perform their official duties in connection with the uses of the information authorized by this Agreement.

g. Notify the EDD Information Security Office (ISO) at (916) 654-6231, immediately upon discovery, that there may have been a breach in security which has or may have resulted in compromise to the confidential information. For purposes of this section, immediately is defined within 24 hours of discovery of the breach. The notification shall be by phone and the caller shall speak directly with a person in the EDD ISO. **It is not sufficient to simply leave a message**. The notification must include a detailed description of the incident (such as time, date, location, and circumstances) and identifying responsible personnel (name, title and contact information). The verbal notification shall be followed with an email notification to <InformationSecurityOffice@edd.ca.gov>.

II. MANAGEMENT SAFEGUARDS

a. Acknowledge that the confidential information obtained by the Contractor under this Agreement remains the property of EDD.

b. Instruct all personnel assigned to work with the information provided under this Agreement regarding the following:

- Confidential nature of the EDD information,
- Requirements of this Agreement, and
- Sanctions specified in federal and state unemployment compensation laws and of any other relevant statutes against unauthorized disclosure of confidential information provided by EDD.

c. Permit EDD to make on-site inspections to ensure that the terms of this Agreement are being met.

d. Maintain a system of records sufficient to allow an audit of compliance with the requirements under subsection (d) of this part. Permit EDD to make on-site inspections to ensure that the requirements of federal and state privacy, confidentiality and unemployment compensation statutes and regulations are being met including but not limited to Social Security Act §1137(a)(5)(B).

III. USAGE, DUPLICATION, AND REDISCLOSURE SAFEGUARDS

a. Use EDD's confidential information only for purposes specifically authorized under this Agreement. The information is not admissible as evidence in any action or special proceeding except as provided under Section 1094(b) of the Unemployment Insurance (UI) Code. Section 1095(u) of the Unemployment Insurance Code does not authorize the use of EDD's confidential information by any private collection agency.

Attachment: contract exhibits (RES-2023-11 : Agreement with California Department of Social Services for EDD Information)

EXHIBIT E
(Standard Agreement)

b. Extraction or use of the EDD information for any purpose outside the purposes stated in this Agreement is strictly prohibited. The information obtained under this Agreement shall not be reproduced, published, sold or released in original or any other form not specifically authorized under this Agreement.

c. Disclosure of any EDD information to any person or entity not specifically authorized in this Agreement is strictly prohibited. Personnel assigned to work with EDD's confidential information shall not reveal or divulge to any person or entity any of the confidential information provided under this Agreement except as authorized or required by law.

IV. PHYSICAL SAFEGUARDS

a. Take precautions to ensure that only authorized personnel are given access to physical, electronic and on-line files. Store electronic and hard copy information in a place physically secure from access by unauthorized persons. Process and store information in electronic format, such as magnetic tapes or discs, in such a way that unauthorized persons cannot retrieve the information by means of computer, remote terminal or other means.

b. Secure and maintain any computer systems (network, hardware and software applications) that will be used in the performance of this Agreement. This includes ensuring that all security patches, upgrades, and anti-virus updates are applied as appropriate to secure data that may be used, transmitted or stored on such systems in the performance of this Agreement

c. Store all EDD confidential documents in a physically secure manner at all times to prevent unauthorized access.

d. Store EDD's confidential electronic records in a secure central computer facility. Where in-use on a shared computer system or any shared data storage system, ensure appropriate information security protections are in place. The Contractor shall ensure that appropriate security access controls, storage protections and use restrictions are in place to keep the confidential information in the strictest confidence and shall make the information available to its own personnel on a "need to know basis" only.

e. Store EDD confidential data in encrypted format when recorded on removable electronic storage media, or on mobile computing devices, such as a laptop computer.

f. Maintain an audit trail and record data access of authorized users and authorization level of access granted to EDD's data, based on job function.

g. Direct all personnel permitted to use EDD's data to avoid leaving the data displayed on their computer screens where unauthorized users may view it. Personnel should retrieve computer printouts as soon as they are generated so that the EDD data is not left unattended in printers where unauthorized personnel may access them.

Attachment: contract exhibits (RES-2023-11 : Agreement with California Department of Social Services for EDD Information)

EXHIBIT E
(Standard Agreement)

h. Dispose of confidential information obtained from EDD, and any copies thereof made by the Contractor, after the purpose for which the confidential information is disclosed is served. Disposal means return of the confidential information to EDD or destruction of the information utilizing an approved method of confidential destruction, which includes electronic deletion (following Department of Defense specifications) shredding, burning, or certified or witnessed destruction.

Attachment: contract exhibits (RES-2023-11 : Agreement with California Department of Social Services for EDD Information)

EMPLOYMENT DEVELOPMENT DEPARTMENT
CONFIDENTIALITY AGREEMENT

Information resources maintained by the State of California Employment Development Department (EDD) and provided to your agency may be confidential or sensitive. Confidential and sensitive information are not open to the public and require special precautions to protect it from wrongful access, use, disclosure, modification, and destruction. The EDD strictly enforces information security. If you violate these provisions, you may be subject to administrative, civil, and/or criminal action.

_____ an employee of _____
PRINT YOUR NAME — PRINT YOUR EMPLOYER'S NAME

hereby acknowledge that the confidential and/or sensitive records of the Employment Development Department are subject to strict confidentiality requirements imposed by state and federal law include the Unemployment Insurance Code Sections 1094 and 2111, the Civil Code Section 1798 et seq., the Penal Code Section 502, Title 5, USC Section 552a, Code of Federal Regulations, Title 20 part 603, and Title 18 USC Section 1905.

_____ INITIAL acknowledge that my supervisor and/or the Contract's Confidentiality and Data Security Monitor reviewed with me the confidentiality and security requirements, policies, and administrative processes of my organization and of the EDD.

_____ INITIAL acknowledge responsibility for knowing the classification of the EDD information I work with and agree to refer questions about the classification of the EDD information (public, sensitive, confidential) to the person the Contract assigns responsibility for the security and confidentiality of EDD's data.

_____ INITIAL acknowledge responsibility for knowing the privacy, confidentiality, and data security laws that apply to the EDD information I have been granted access to by my employer, including California Unemployment Insurance Code Section 1094 and 2111, California Government Code section 15619, California Civil Code Sections 1798.53, and Penal Code Section 502.

_____ INITIAL acknowledge that wrongful access, use, modification, or disclosure of confidential information may be punishable as a crime and/or result in disciplinary and/or civil action taken against me—including but not limited to: reprimand, suspension without pay, salary reduction, demotion, or dismissal—and/or fines and penalties resulting from criminal prosecution or civil lawsuits, and/or termination of contract.

_____ INITIAL acknowledge that wrongful access, inspection, use, or disclosure of confidential information for personal gain, curiosity, or any non-business related reason is a crime under state and federal laws.

_____ INITIAL acknowledge that wrongful access, use, modification, or disclosure of confidential information is grounds for immediate termination of my organization's Contract with the EDD.

_____ INITIAL agree to protect the following types of EDD confidential and sensitive information:

- Wage Information
- Employer Information
- Claimant Information
- Tax Payer Information
- Applicant Information
- Proprietary Information
- Operational Information (manuals, guidelines, procedures)

_____ INITIAL hereby agree to protect EDD's information on either paper or electronic form by:

- Accessing or using EDD supplied information only as specified in the Contract for the performance of the specific work I am assigned.
- Never accessing information for curiosity or personal reasons.
- Never showing or discussing sensitive or confidential information to or with anyone who does not have the need to know.
- Placing sensitive or confidential information only in approved locations.
- Never removing sensitive or confidential information from the work site without authorization.
- Following encryption requirements for all personal, sensitive, or confidential information in any portable device or media.

"I certify that I have read and initialed the confidentiality statements printed above and will abide by them."

_____ Print Full Name (last, first, MI)

_____ Signature

_____ Print Name of Requesting Agency

_____ Date Signed

Check the appropriate box:

☐ Employee ☐ Student
☐ Subcontractor ☐ Volunteer
☐ Other _____ Explain

Attachment: contract exhibits (RES-2023-11 : Agreement with California Department of Social Services for EDD Information)

Cleared CSG Dist. TB 6/30/2022

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER	Y NUMBER (If Applicable)
0000000308	

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

CONTRACTING AGENCY NAME
Department of Social Services

CONTRACTOR NAME
Employment Development Department

2. The term of this Agreement is:

START DATE
July 1, 2022 or upon final approval

THROUGH END DATE
June 30, 2025

3. The maximum amount of this Agreement is:
One Hundred Thirteen Thousand Three Hundred Twenty-Three Dollars and Thirty-Six Cents ($113,323.36)

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

	Exhibits	Title	Page
	Exhibit A	Scope of Work	2
	Attachment A-1	Specifications	4
	Attachment A-2	Project List	6
+ -	Exhibit B	Budget Detail and Payment Provisions	4
+ -	Exhibit C *	General Terms and Conditions	
+ -	Exhibit D	Special Terms and Conditions	1
+ -	Exhibit E	Protection of Confidentiality	3
+ -	Attachment E-1	Confidentiality Agreement	1
+ -	Attachment E-2	Indemnity Agreement	1
+ -	Attachment E-3	Statement of Responsibility Information Security Certification	1

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.
These documents can be viewed at https://www.dgs.ca.gov/OLS/Resources

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)
Employment Development Department

CONTRACTOR BUSINESS ADDRESS	CITY	STATE	ZIP
722 Capitol Mall, #62-C	Sacramento	CA	9581

PRINTED NAME OF PERSON SIGNING	TITLE
Andrea Clayton	Contract Section Chief

CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED
Andréa Clayton	6/23/22

Attachment: contract exhibits (RES-2023-11 : Agreement with California Department of Social Services for EDD Information)

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)
0000000308	

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME			
Department of Social Services			
CONTRACTING AGENCY ADDRESS	CITY	STATE	ZIP
744 P Street	Sacramento	CA	9581
PRINTED NAME OF PERSON SIGNING	TITLE		
Aaron Knowles	Chief, IT Acquisitions and Purchasing		
CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED		
Aaron Knowles	6-29-2022		
CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL	EXEMPTION (If Applicable)		

Attachment: contract exhibits (RES-2023-11 : Agreement with California Department of Social Services for EDD Information)

EXHIBIT A
(Interagency Agreement)

This Agreement is entered into by and between the Employment Development Department, hereinafter referred to as the EDD and the California Department of Social Services, hereinafter referred to as the CDSS. It sets forth the terms and conditions for the release of EDD confidential data to the CDSS.

SCOPE OF WORK

I. Purpose

The EDD agrees to provide the CDSS with confidential EDD information of wage and unemployment insurance (UI) benefit payment history as specified in this Agreement. The CDSS agrees to use the confidential information provided by the EDD under this Agreement to create aggregate or summary level frequency distributions, tables, and complex statistical analyses. This output is used-primarily for internal research, budget development, performance monitoring, and program evaluations. The CDSS will also use this output for special, mandated evaluation projects where the CDSS contracts an evaluator as described in Attachment A-2 Project List.

The EDD agrees that the confidential information provided to the CDSS may be disclosed to the approved CDSS project evaluators listed on Attachment A-2 Project List. Future subcontracted projects must be evaluated and approved by the EDD before any disclosures of EDD confidential data can take place.

II. Legal Authority

The EDD provides confidential wage and Unemployment Insurance (UI) information to the CDSS pursuant to section 1095(ai) of the Unemployment Insurance Code (UIC).

The CDSS shall request and use the EDD's confidential information for the sole purpose of conducting, internal research, budget development, performance monitoring and program evaluation pursuant to the statutory authorities listed in Attachment A-2 Project List: Sections 10540.5(a)-(e), 10541, 10606.1, 10609.4, 10850(2)(f), 11520-11521.7, 11525, 15204.6 of the Welfare and Institutions Code, and Section 1095(ai) of the UIC, and Sections of 7 United States Code (USC) Section 611, 42 USC Section 677 of the Social Security Act, and the Agriculture Act of 2014 (P.L. 113-79 Section 4022).

III. Agreement Representatives

1. The EDD's contact persons are:

AGREEMENT NEGOTIATIONS, CONFIDENTIALITY, AND TECHNICAL ASSISTANCE

Mason Moulay or Designee
Information Security Office, MIC 33
Employment Development Department
P.O. Box 826880
Sacramento, CA 94280-0001

Phone: (916) 937-5520
Email: Mason.Moulay@edd.ca.gov
cc: ISOPrivacyDisclosureUnit@edd.ca.gov

Attachment: contract exhibits (RES-2023-11 : Agreement with California Department of Social Services for EDD Information)

EXHIBIT A
(Interagency Agreement)

FISCAL

Employment Development Department
Accounts Receivable Unit, MIC 70
P.O. Box 826217
Sacramento, CA 94230-6217

Phone: (916) 654-9440

2. The CDSS' contact persons are:

AGREEMENT NEGOTIATIONS AND ADMINISTRATION

Christopher Daniels
California Department of Social Services
744 P Street, MS 8-5-26
Sacramento, CA 95814

Phone: (916) 651-5006
Email: DataAccessUnit@dss.ca.gov

FISCAL MATTERS

Christopher Daniels
California Department of Social Services
744 P Street, MS 8-5-26
Sacramento, CA 95814

Phone: (916) 651-5006
Email: DataAccessUnit@dss.ca.gov

CONFIDENTIALITY AND DATA SECURITY ASSIGNMENTS

Data Security and Integrity:	Gregory Nelson
Internal distribution of the EDD products:	Jennifer Espera

3. Either party may make changes to the Agreement Representatives information above by giving written notice to the other party. Said changes shall not require an amendment to this Agreement.

Attachment: contract exhibits (RES-2023-11 : Agreement with California Department of Social Services for EDD Information)

ATTACHMENT A-1
(Interagency Agreement)

SPECIFICATIONS

I. METHODOLOGY: CALIFORNIA DEPARTMENT OF TECHNOLOGY SERVICES SECURE ELECTRONIC TRANSMITTAL SERVICE

1. The CDSS submits to the EDD, via disk, the social security number of individuals specified in this Agreement under Customer Codes **E00096** and **E00097**.
2. On matching records the EDD produces and delivers, via disk, the abstract reports authorized under this agreement.
3. On a quarterly basis the EDD invoices the CDSS for all SSN transactions searched.

II. RESPONSIBILITIES

1. **The EDD agrees to:**
   a. Provide the CDSS with a copy of *Abstract System Customer Instruction Packet.*
   b. Provide a file name for the CDSS to copy all their input requests into. File will contain all input requests (SSNs) formatted to the EDD specifications in the *Abstract System Customer Instruction Packet.*
   c. Make use of the Generation Data Set (GDS) set up by the CDSS Resource Access Control Facility (RACF) at the California Department of Technology Services (CDT):
      1. EMBP.ABS.ABS990.ABS.REQUESTS.E00096 (Current and Archive Wages)
      2. EMBP.ABS.ABS990.ABS.REQUESTS.E00097 (Current and Archive UI Data)
   d. Schedule a search match of the Social Security Numbers (SSN) from the input file provided by CDSS with the EDD data file. On positive matches the EDD will provide the following EDD abstract data files:
      1) Current Wage Abstract
      2) Current Unemployment Insurance Payment History
      3) Unemployment Insurance Payment History (2-4 years)
      4) Unemployment Insurance Payment History (4-7 years)
      5) Archive Wage Abstract
   e. Place the "output" Abstract System Files, formatted to the EDD specifications on two (2) disk data sets at CDT with the following Data Set Names (DSN):
      1. BPEM.ABS.ABS201.ABSTRAC.X200.E00097 (Current and Archive UI Data)
      2. BPEM.ABS.ABS953.ABSTRAC.X089.E00096 (Current and Archive Wage Data)
   f. Monitor and assess the status of the data to ensure that the terms, conditions, and disclosure constraints stipulated in this Agreement are followed. This compliance review is part of the EDD contract monitoring process.

Attachment: contract exhibits (RES-2023-11 : Agreement with California Department of Social Services for EDD Information)

ATTACHMENT A-1
(Interagency Agreement)

g. Protect the information provided by the CDSS as confidential information and will adhere to the security and confidentiality provisions outlined in Exhibit E–Protection of Confidentiality Provisions, attached hereto and made part of the Agreement for the protection of that information.

h. The EDD will instruct all the EDD personnel assigned to work with the information provided by the CDSS that this information is considered confidential information and is to be treated in the same manner as the EDD confidential material.

i. The EDD will ensure that all the EDD personnel assigned to work with the information provided by the CDSS have signed the EDD Confidentiality Statement (Attachment E-1. Rev. 11-2021). EDD acknowledges that the names of social services clients and applicants are confidential per section 10850 of the Welfare and Institutions Code (WIC) and will be secured in accordance with the California State Administrative Manual (state policy) requirements.

j. Review and respond to future CDSS research, demonstration, or program evaluation project approval requests within 30 days.

2. **The CDSS agrees to:**

a. Request only the EDD information specifically authorized under this Agreement. Requests will be made on an as needed basis.

b. Submit only the social security numbers of individuals who are identified as current and/or former public assistance and program recipients (CalWORKs, CalFresh, or Medi-Cal) authorized under this Agreement.

c. The CDSS will submit social security numbers under the EDD Customer Codes: **E00096** and **E00097** formatted to the system specifications listed in the Abstract System Customer Instruction Packet with the DSNs:

1. **EMBP.ABD.ABS990.ABS.REQUESTS.E00096** (Current and Archive Wages)
2. **EMBP.ABD.ABS990.ABS.REQUESTS.E00097** (Current and Archive UI Data)

d. Format all requests (SSNs) to the EDD specifications in the *Abstract System Customer Instruction Packet.*

e. Provide the EDD all Abstract Input requests (SSNs) for the limited purpose of allowing the EDD to match the SSNs with the EDD data files to provide CDSS wage and UI information. The CDSS information may not be otherwise used or further disclosed by the EDD.

f. Pick up all Abstract output information from the two (2) disk data sets at CDT with the following Data Set Name (DSN):

1. **BPEM.ABS.ABS953.ABSTRAC.X089.E00096** (Current and Archive Wage Data)
2. **BPEM.ABS.ABS953.ABSTRAC.X089.E00097** (Current and Archive UI Data)

g. Use the specified ABS data files for only the purpose of creating aggregate or summary level frequency distributions, tables and complex statistical analysis for internal research, budget development, performance monitoring, and program evaluation. CDSS will also use this output for special, mandated, evaluation projects where CDSS contracts an evaluator as described in Attachment A-2 Project List.

Attachment: contract exhibits (RES-2023-11 : Agreement with California Department of Social Services for EDD Information)

ATTACHMENT A-1
(Interagency Agreement)

h. Comply with EDD's Data Minimization and Retention Standard (DM3) when preparing any non-confidential, aggregated, and statistical form data files for public access containing EDD data.

   1) EDD has reviewed and approved CDSS standard publications with high level aggregation of EDD data. Any updates to those standard CDSS publications will not need to be resubmitted to EDD for future review and approval.
   2) EDD agrees that any CDSS publication of EDD aggregate data that includes 100 respondents or more shall not require prior review and approval. Any CDSS publication based upon fewer than 100 respondents shall be submitted to EDD for review and approval no later than 30 days prior to publication.

i. Not disclose any individually identifiable the EDD information to any person or agency other than those authorized specifically under this Agreement. Future CDSS Research, Demonstration, Program Evaluation projects must be evaluated and approved by EDD before any data can be requested or redisclosed under this Agreement. The approval request for any new projects must include:

   1) Project purpose and statutory authority;
   2) A full description of how data will be used and distributed;
   3) Name of all public and/or private contractors and/or subcontractors that will receive EDD information;
   4) An executed copy(ies) of the CDSS contractor and/or subcontractor.

j. Ensure that all contracts established with other private and/or public contractors and/or subcontractors with access to the EDD confidential information disclosed under this Agreement include all EDD confidentiality provisions specified herein.

k. Instruct all the CDSS and contractor/subcontractor staff with access to the information provided by the EDD under this Agreement regarding the: (1) the confidential nature of the information; (2) the requirements of this Agreement; (3) the need to adhere to the security and confidentiality provisions outlined in Exhibit E – Protection of Confidentiality Provisions; and (4) the sanctions and penalties against unauthorized use or disclosure found in sections 1094 and 2111 of the UIC, the section 1798.55 of the California Civil Code, and section 502 of the California Penal Code.

l. Oversee the CDSS and contractor/subcontractor staff in their use of confidential information received from the EDD.

m. Ensure that all the CDSS personnel assigned to work with the information provided by the EDD have signed the EDD Confidentiality Statement (Attachment E-1. Rev. 11-2021).

n. Adhere to security and confidentiality provisions outlined in Exhibit E - Protection of Confidentiality, attached hereto and made part of the Agreement for the protection of any information exchanged between the CDSS and the EDD.

o. Comply with the UIC on any matters pertaining to the access, use, and/or release of data under this agreement. Failure to comply with this provision shall be deemed a breach of this agreement and shall be grounds for cancellation of this agreement.

p. CDSS shall not release the EDD's confidential information to any entity which is a private collection agency (UIC, §1095(u)).

Attachment: contract exhibits (RES-2023-11 : Agreement with California Department of Social Services for EDD Information)

ATTACHMENT A-1
(Interagency Agreement)

q. Cooperate with the EDD's authority to monitor this Agreement in accordance with Exhibit E, paragraph II(e) and (f).

r. Comply with section 603.9, Title 20 of the Code of Federal Regulations with respect to any EDD confidential information.

s. ***Pursuant to federal law, if the CDSS fails to comply with any provision of this Agreement, including timely payment of the EDD's costs under this Agreement, this Agreement shall be suspended and no further disclosures will be made until the EDD is satisfied that corrective action has been taken and there will be no further breach. In the absence of prompt and satisfactory corrective action, this Agreement will be cancelled and the CDSS shall surrender to the EDD all confidential information obtained under this Agreement which has not been previously returned to EDD, and any other information relevant to the Agreement. 20 C.F.R. Part 603.10(c)(1).***

3. **Joint Responsibilities:**

a. Designate staff to have primary responsibility for program liaison, coordination of activities, and to meet, when necessary, to further redefine specific program procedures.

b. Not disclose any the EDD or the CDSS information to any person or agency other than those authorize specifically under this Agreement.

c. To cooperate fully and furnish such assistance as may be mutually agreed upon by the parties hereto as being necessary and appropriate for proper performance of this Agreement.

III. ACCURACY ASSESSMENT

Individual employers and claimants report the information in the EDD's files. Since the EDD is not the originator of the information disclosed, the EDD cannot guarantee the accuracy of the information.

Attachment: contract exhibits (RES-2023-11 : Agreement with California Department of Social Services for EDD Information)

ATTACHMENT A-2

(Interagency Agreement)

California Department of Social Services (CDSS)

Projects Requiring Employment Development Department (EDD) Data Sharing

Project/Report	Description/Purpose for Use of EDD Data	Statutory Authority/ Reference to Use EDD Data	Data Used	Internal Use or Re-disclosure	Timeli
CalWORKs Adult Recipient Earnings by Quarter	Measure overall employment success of adult recipients by county and statewide. Tracks employment statistics over time and the effects of CalWORKs program implementation as required by public law 104-193 (Federal TANF legislation) and WIC 10540.5. Public reports contain only aggregated statistical wage data.	WIC § 10540.5 WIC § 10541 WIC § 11525 WIC § 10606.1 42 USC § 611	EDD Base Wage file, integrated into a longitudinal database containing information on CalWORKs and CalFresh applicants and recipients.	Internal use and public summary reports assist CDSS, Counties, and program stakeholders with program evaluation and labor market analysis.	1996 - ongoin
Budget Development	Analyze and estimate impact of legislation and budget proposals for CDSS Exec Staff, Dept of Finance, Governor's Office, and California Legislature. Includes poverty research and analysis of recipient income and earnings. Aggregated statistics may be made public during budget development process.	WIC(2)(f) UIC 1095(ai)	EDD Base Wage File UI Payments Files	Internal Use – policy development and analysis of fiscal impact. Aggregate statistics may be made public to legislature and external stakeholders during budget development process.	Ongoir

Attachment: contract exhibits (RES-2023-11 : Agreement with California Department of Social Services for

ATTACHMENT A-2

(Interagency Agreement)

Project/Report	Description/Purpose for Use of EDD Data	Statutory Authority/ Reference to Use Data	Data Used	Internal Use or Re-disclosure	Timeline
Semi-Annual and Annual CalWORKs reporting changes	Estimate the budget impact of reporting requirement changes, including number of recipients with earnings above the income reporting threshold.	WIC § 10540.5(a)-(e) WIC § 10541 WIC § 11525 42 USC § 611	EDD Base Wage File	Internal Use – policy development and analysis of fiscal impact	Ongoing
Pay-For-Performance Measures #1 and #3	Increase CalWORKs federal work participation rate; increase investment by counties in pathways to employment.	WIC § 15204.6 42 USC § 611	EDD Base Wage File	Internal Use – program oversight	2006 - ongoing

Attachment: contract exhibits (RES-2023-11 : Agreement with California Department of Social Services for

ATTACHMENT A-2

(Interagency Agreement)

Project/Report	Description	Statutory Authority/Reference to Use Data	Data Used	Internal Use or Re-disclosure	Timeline
County Welfare Departments – Evaluate Employment Programs' Effectiveness	Track base wage earnings and UI/DI benefits of TANF/CalWORKs, CalFresh Employment & Training, and General Relief/General Assistance program clients to measure: labor market participation, total earnings and number of clients with earned income, employment continuity over time, program outcomes across specific socioeconomic groups (for the purpose of determining employment outcomes connected with welfare-to-work activity).	WIC § 10540.5 WIC § 10541 WIC § 11520-11521.5	EDD Base Wage File UI/DI Unemployment and Disability files.	Internal Use and Redisclosure: CDSS contracts with Butte, Colusa, Contra Costa, El Dorado, Fresno, Kern, Lassen, Los Angeles, Madera, Marin, Monterey, Napa, Nevada, Orange, Placer, Riverside, San Diego, San Francisco, Santa Clara, Santa Cruz, Shasta, Siskiyou, Solano, Sonoma, Stanislaus, Trinity, Tulare, Tuolumne, and Yolo counties.	2014 - Ongoing
California Child Welfare Indicators Project /California Children's Services Archive	Ongoing analysis to determine employment outcomes for youth exiting from Foster Care by tracking base wage earnings over time. Any public reports by CDSS contain only aggregated statistical data.	WIC § 10609.4 WIC § 11525	EDD Base Wage File	Redisclosure: CDSS contracts with University of California, Berkeley (CCWIP/Children's Services Archive) to meet legislative reporting requirements of Welfare and Institutions code section 10609.4.	2004 - ongoing

Attachment: contract exhibits (RES-2023-11 : Agreement with California Department of Social Services for

ATTACHMENT A-2

(Interagency Agreement)

Project/Report	Description	Statutory Authority/Reference to Use Data	Data Used	Internal Use or Re-disclosure	Timeline
Extended Foster Care Exit Outcomes (AB 12)	Report on Extended Foster Care Exit Outcomes under AB 12 to assist CDSS and counties in program evaluation. Public reports contain only aggregated statistical data.	WIC § 10609.4 WIC § 11525 42 USC § 677	EDD Base Wage file	Internal Use and Redisclosure: CDSS contracted with University of California, Berkeley and the University of Chicago to meet legislative reporting requirements of AB 12 (Chapter 559, Statutes of 2010)	2011-ongoing
CalFresh E&T Federal Reporting Measures	CDSS is federally mandated to report outcome data to monitor the effectiveness of the CalFresh E&T programs annually. To meet the reporting requirements, CDSS will match CalFresh E&T participant and former participant data provided by counties to wage data.	Section 4022(a)(2) of the Agricultural Act of 2014	EDD Base Wage File	Internal Use. Re-disclosure will only be in aggregate format to the federal government.	2017 - ongoing
Understanding Utilization Across Safety Net Programs	Improve program delivery and outcomes by better understanding the holistic package of social safety net programs utilized by CalWORKs and CalFresh recipients.	WIC § 10540.5 WIC § 10541 WIC § 10850-10851 WIC § 11520-11521.5	EDD Base Wage File	Re-disclosure to California Policy Lab (CPL), headquarters at University of California, Los Angeles (using hashed identifiers)	2018 - ongoing

Attachment: contract exhibits (RES-2023-11 : Agreement with California Department of Social Services for

ATTACHMENT A-2

(Interagency Agreement)

Project/Report	Description	Statutory Authority/Reference to Use Data	Data Used	Internal Use or Re-disclosure	Timeli
Mobility Through CalFresh and CalWORKs	Inform policymaking by understanding the extent to which SNAP and TANF buffer children against poverty, evaluate the ways in which families combine earnings with program benefits to make ends meet, and seek to identify distinctive differences across children's ages and across regions and counties in the State.	WIC § 10540.5 WIC § 10541 WIC § 10850-10851 WIC § 11520-11521.5	EDD Base Wage File Employer Data	Re-disclosure to Public Policy Institute of California (PPIC)	2019- Ongoi
Home Visiting Program (HVP) Evaluation	Identify existing and establish additional outcome measures for the CalWORKs HVP to evaluate the program's effectiveness in promoting family self-sufficiency.	UIC Section 1095(ai) Agriculture Act of 2014 (P.L. 113-79, Section 4022) WIC § 10850	EDD Base Wage File, UI/DI	Re-disclosure to University of California, San Francisco	2020 - 2023
Racial Equity in Service Delivery	Study racial equity in CalWORKs' service delivery systems to inform program improvement.	UIC Section 1095(ai) Agriculture Act of 2014 (P.L. 113-79, Section 4022) WIC § 10850	EDD Base Wage File	Re-disclosure to California Policy Lab (CPL), headquarters at University of California, Los Angeles (using hashed identifiers)	2021 - 2023

Attachment: contract exhibits (RES-2023-11 : Agreement with California Department of Social Services for

ATTACHMENT A-2

(Interagency Agreement)

Project/Report	Description	Statutory Authority/Reference	Data Used	Internal Use or Re-disclosure	Timeli
Expanding Access to SNAP	Investigate the extent to which SNAP benefits provided through CalFresh enrollment improves health outcomes, reduces health care expenditures, and improves capacity to age in place among older adult, SSI recipients.	UIC Section 1095(ai) Agriculture Act of 2014 (P.L. 113-79, Section 4022) WIC § 10850	EDD Base Wage File	Re-disclosure to California Policy Lab (CPL), headquarters at University California of Los Angeles (using hashed identifiers)	2021 - Augus 2023

Attachment: contract exhibits (RES-2023-11 : Agreement with California Department of Social Services for

EXHIBIT B
(Interagency Agreement)

I. BUDGET DETAILS AND PAYMENT PROVISIONS

a. The maximum amount of this Agreement shall not exceed One Hundred Thirteen Thousand Three Hundred Twenty-Three Dollars and Thirty-Six Cents ($113,323.36).

- **FY 22/23 - $46,809.12**
- **FY 23/24 - $33,257.12**
- **FY 24/25 - $33,257.12**

b. In consideration of the performance and completion of the foregoing in a satisfactory manner, and upon receipt of a detailed invoice, in triplicate, quarterly in arrears, the CDSS shall reimburse the EDD the total amount due, based on the following product rate structure plus administrative costs for contracting:

- The administrative costs for contracting include the costs for development, processing, and maintenance of an Agreement which averages $1,500 per agreement. Your Agreement will be charged an administrative cost of $125.00 per quarter for a 3-year Agreement. These costs are computed in accordance with sections 8752 and 8752.1 of the State Administrative Manual. Nothing herein contained shall preclude advance payments, pursuant to Article 1, Chapter 3, Part 1, Division 3, Title 2 of the Government Code of the State of California; and
- The following rate chart will apply for the mass media Abstract process:

If the cumulative number of requested products per quarter is:	Then the cost for **Current Data** and **Archive Wages** per requested product shall be:	Then the cost for **Archive UI/DI Data** per requested product shall be:
1 – 250	$.50101	$1.00202
251 – 2,000	0.12621	0.25242
2,001 – 10,000	0.02163	0.04326
10,001 – 250,000	0.00510	0.0102
250,001 – 1 Million	0.00146	0.00146
More than 1 Million	0.00121	0.00121

c. The CDSS shall be charged for the total number of products requested. Each SSN submitted may generate 1 to 5 products, depending on the types of ABS reports requested.

d. The maximum amount of this Agreement has been computed based on a total of an estimated 6,768,000 SSNs per quarter, as well as a special one-time request of 5,600,000 SSNs, (**billing will be at actual value based on volume**), as follows:

Attachment: contract exhibits (RES-2023-11 : Agreement with California Department of Social Services for EDD Information)

EXHIBIT B
(Interagency Agreement)

EDD ABSTRACT	FORMULA		COST
Current Wages	1 product	6,504,000 x .00121 x 12Q	$94,438.08
UI Claim History - Current	1 product	10,000 x .00121 x 12Q	$145.20
UI Claim History – (2-4 years)	1 product	5,600,000 x .00121 x 1Q	$6,776.00
UI Claim History – (4-7 years)	1 product	5,600,000 x .00121 x 1Q	$6,776.00
Archive Wages	1 product	254,000 x .00121 x 12Q	$3,688.08
Administrative Fees			$1,500.00
Total for 3-year contract			**$113,323.36**

e. The EDD Invoices will reference the EDD Agreement No. 0000000308, the CDSS Agreement No. 22-2003 and the EDD customer code **E00096** and **E00097**; and shall be submitted for payment to:

Christopher Daniels
Chief, Data Stewardship Section
744 P Street, MS 8-5-26
Sacramento, CA 95814
DataAccessUnit@dss.ca.gov

f. The CDSS payment must reference the EDD Invoice Number, the EDD Agreement number 0000000308, the CDSS Agreement No. 22-2003 and the EDD customer code **E00096** and **E00097**; and be submitted to:

Employment Development Department
Accounting Section, MIC 70
P.O. Box 826217
Sacramento, CA 94230-6217

Pursuant to Office of Management and Budget (OMB) Circular A-133, the Contractor shall provide the sub-recipients with the Catalog of Federal Domestic Assistance (CFDA) Number and Program Title. Invoices shall also include the following CFDA Number and Program Title:

CFDA Number: 93.658
CFDA Program Title: Foster Care -- Title IV-E

CFDA Number: 93.558
CFDA Program Title: Temporary Assistance for Needy Families (TANF)

CFDA Number: 10.551
CFDA Program Title: Supplemental Nutrition Assistance Program (SNAP)

Any invoices submitted without the above referenced information may be returned to the Contractor for further re-processing.

Attachment: contract exhibits (RES-2023-11 : Agreement with California Department of Social Services for EDD Information)

EXHIBIT B
(Interagency Agreement)

g. Payment will be made in accordance with, and within the time specified in, Title 1, Division 3.6, Part 3, Chapter 4.5 of the Government Code.

h. If payment has not been received for a non-disputed invoice within 60 days of the invoice date, the EDD, in accordance with section 11255 of the Government Code, will provide the CDSS with a 30-day notification of its intent to initiate a Transaction Request with the State Controller's Office to transfer funds from the CDSS to the EDD.

For the purpose of transferring funds, the CDSS shall provide the following appropriation data to the EDD:

Fund Number: 0001
Organization Code: 5180
Fiscal Year(s): 22/23, 23/24, 24/25
Category or Program: 9999

If applicable, the CDSS will additionally provide the Element, Component, and Task:

Element: N/A
Component: N/A
Task: N/A

i. Nothing herein contained shall preclude advance payments, pursuant to Article 1, Chapter 3, Part 1, Division 3, Title 2 of the Government Code of the State of California.

II. STATE BUDGET CONTINGENCY CLAUSE

a. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the CDSS shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.

b. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the CDSS shall have the option to either cancel this Agreement with no liability occurring to the CDSS, or offer an agreement amendment to Contractor to reflect the reduced amount.

III. FOR CONTRACTS WITH FEDERAL FUNDS

a. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of Congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the Agreement were executed after that determination was made.

b. This Agreement is valid and enforceable only if sufficient funds are made available to the CDSS by the United States Government for the term of this Agreement for the purposes of this program. In

Attachment: contract exhibits (RES-2023-11 : Agreement with California Department of Social Services for EDD Information)

EXHIBIT B
(Interagency Agreement)

addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress which may affect the provisions, terms, or funding of this Agreement in any manner.

c. It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.

d. The CDSS has the option to invalidate the Agreement under the 30-day cancellation clause or to amend the Agreement to reflect any reduction of funds.

IV. REVIEWS

Each party reserves the right to review service levels and billing procedures as these impact charges against this Agreement.

V. FINAL BILLING

Invoices for services must be received by the CDSS within 90 days following each state fiscal year, or 90 days following the end of the contract term, whichever comes first. The final invoice must include the statement “Final Billing.”

Attachment: contract exhibits (RES-2023-11 : Agreement with California Department of Social Services for EDD Information)

EXHIBIT D
(Interagency Agreement)

SPECIAL TERMS AND CONDITIONS

1. **Force Majeure**

   Neither party shall be liable to the other for any delay in or failure of performance, nor shall any such delay in or failure of performance constitute default, if such delay or failure is caused by "Force Majeure." As used in this section, "Force Majeure" is defined as follows: Acts of war and riots, and acts of god such as earthquakes, floods, pandemics and other natural disasters, such that performance is impossible.

2. **Workforce Innovation and Opportunity Act**

   The Contractor agrees to conform to nondiscrimination provisions of the Workforce Innovation and Opportunity Act (WIOA) and other federal nondiscrimination requirements as referenced in 29 CFR, parts 37 and 38.

3. **Termination**

   This Agreement may be terminated by either party by giving written notice 30 days prior to the effective date of such termination.

4. **Settlement of Disputes**

   Any dispute concerning a question of fact arising under the term of this Agreement which is not disposed of within a reasonable period of time (ten business days) by the Contractor and State employees normally responsible for the administration of this contract shall be brought to the attention of the Chief Executive Officer (or designated representative) of each organization for joint resolution.

Attachment: contract exhibits (RES-2023-11 : Agreement with California Department of Social Services for EDD Information)

EXHIBIT E
(Interagency Agreement)

PROTECTION OF CONFIDENTIALITY

Federal and state confidentiality laws, regulations, and administrative policies classify all the Employment Development Department (EDD) information provided under this Agreement as confidential. The federal and state laws prohibit disclosure of the EDD's confidential information to the public and mandate its protection against loss and against unauthorized access, use, disclosure, modification, or destruction.

The CDSS must therefore, agree to the following security and confidentiality requirements:

I. ADMINISTRATIVE SAFEGUARDS

a. Adopt policies and procedures to ensure use of the EDD's confidential information solely for purposes specifically authorized under this Agreement that meet the requirements of section §603.10, Title 20 of the Code of Federal Regulations.

b. Warrant by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this Agreement upon agreement or understanding for a commission, percentage, brokerage, or contingent fee. In the event of a breach or violation of this warranty, the EDD shall have the right to annul this Agreement without liability, in addition to other remedies provided by law.

c. Warrant and certify that in the performance of this Agreement, the CDSS will comply with all applicable statutes, rules and/or regulations, and Agreement information security requirements, including but not limited to the following:

- **California Unemployment Insurance Code §1094** (Disclosure Prohibitions)
- **Title 20, Code of Federal Regulations §603.9 and §603.10** (Federal Unemployment Compensation Safeguards and Security Requirements)
- **California Civil Code §1798, et seq**. (Information Practices Act)
- **California Penal Code §502** (Computer Fraud Act)
- **Title 5, U.S. Code §552a** (Federal Privacy Act Disclosure Restrictions)
- **Title 42, U.S. Code §503** (Social Security Act)
- **Title 18, U.S. Code §1905** (Disclosure of Confidential Information)
- **California Welfare and Institutions Code §10850 (Records)**

d. The EDD and the CDSS mutually agree to indemnity each other against any loss, cost, damage or liability resulting from violations by their respective employees or agents of these applicable statutes, rules and/or regulations, and Agreement information security requirements that meet section 5305.8 of the State Administrative Manual.

e. Protect the EDD's information against unauthorized access, at all times, in all forms of media. Access and use the information obtained under this Agreement only to the extent necessary to assist in the valid administrative needs of the program receiving such information, and only for the purposes defined in this Agreement.

f. Keep all the EDD's confidential information completely confidential. Make this information available to authorized personnel on a "need-to-know" basis, and only for the purposes authorized under this Agreement. "Need-to-know" refers to those authorized personnel who need information to perform their official duties in connection with the use of the information authorized by this Agreement.

g. Immediately upon discovery, notify the EDD Information Security Office (ISO) at InformationSecurityOffice@edd.ca.gov, that there may have been a breach in security which has or

Attachment: contract exhibits (RES-2023-11 : Agreement with California Department of Social Services for EDD Information)

EXHIBIT E
(Interagency Agreement)

may have resulted in the disclosure of confidential information. For purposes of this section, immediately is defined within 24 hours of discovery of the breach.

The notification must include a detailed description of the incident (such as time, date, location, and circumstances) and identify the CDSS personnel responsible (name, title and contact information) for handling breach disclosures. **Please do not include any confidential information in the notification**.

II. MANAGEMENT SAFEGUARDS

a. Acknowledge that the confidential information obtained by the CDSS under this Agreement remains the property of the EDD.

b. Instruct all personnel assigned to work with the information provided under this Agreement regarding the following:

- Confidential nature of the EDD information.
- Requirements of this Agreement.
- Sanctions specified in federal and state unemployment compensation laws and any other relevant statutes against unauthorized disclosure of confidential information provided by the EDD.

c. Require that all personnel assigned to work with the information provided by the EDD complete their respective agency's comparable Confidentiality Statement.

d. Return the following completed documents to the EDD Contract Services Group:

- The EDD Confidentiality Agreement (Attachment E-1): Require to be completed by the CDSS Information Security Officer or authorized Management Representative.
- The EDD Indemnity Agreement (Attachment E-2): Required to be completed by the CDSS Chief Financial Officer or authorized Management Representative.
- The EDD Statement of Responsibility Information Security Certification (Attachment E-3): Required to be completed by the Information Security Officer or authorized Management Representative.

e. Permit the EDD to make on-site inspections to ensure that the terms of this Agreement are being met. Make available to the EDD staff, on request and during on-site reviews, copies of the CDSS's respective Confidentiality Statement completed by personnel assigned to work with the EDD's confidential information, and hereby made a part of this Agreement.

f. Maintain a system of records sufficient to allow an audit of compliance with the requirements under subsection (e) of this part. Permit the EDD to make on-site inspections to ensure that the requirements of federal and state privacy, confidentiality and unemployment compensation statutes and regulations are being met including but not limited to §1137(a)(5)(B) of the Social Security Act.

III. USAGE, DUPLICATION, AND REDISCLOSURE SAFEGUARDS

a. Use the EDD's confidential information only for purposes specifically authorized under this Agreement. The information is not admissible as evidence in any action or special proceeding except as provided under section 1094(b) of the UIC. Section §1095(u) of the UIC does not authorize the use of the EDD's confidential information by any private collection agency.

b. Extraction or use of the EDD information for any purpose outside the purposes stated in this Agreement is strictly prohibited. The information obtained under this Agreement shall not be

Attachment: contract exhibits (RES-2023-11 : Agreement with California Department of Social Services for EDD Information)

EXHIBIT E
(Interagency Agreement)

reproduced, published, sold, or released in original or any other form not specifically authorized under this Agreement.

c. Disclosure of any of the EDD information to any person or entity not specifically authorized in this Agreement is strictly prohibited. Personnel assigned to work with the EDD's confidential information shall not reveal or divulge to any person or entity any of the confidential information provided under this Agreement except as authorized or required by law.

IV. PHYSICAL SAFEGUARDS

a. Take precautions to ensure that only authorized personnel are given access to physical, electronic and on-line files. Store electronic and hard copy information in a place physically secure from access by unauthorized persons. Process and store information in electronic format, such as magnetic tapes or discs, in such a way that unauthorized persons cannot retrieve the information by means of computer, remote terminal, or other means.

b. Secure and maintain any computer systems (network, hardware, and software applications) that will be used in the performance of this Agreement. This includes ensuring that all security patches, upgrades, and anti-virus updates are applied as appropriate to secure data that may be used, transmitted, or stored on such systems in the performance of this Agreement.

c. Store all the EDD's confidential documents in a physically secure manner at all times to prevent unauthorized access.

d. Store the EDD's confidential electronic records in a secure central computer facility. Where in-use on a shared computer system or any shared data storage system, ensure appropriate information security protections are in place. The CDSS shall ensure that appropriate security access controls, storage protections and use restrictions are in place to keep the confidential information in the strictest confidence and shall make the information available to its own personnel on a "need-to-know" basis only.

e. Store the EDD's confidential data in encrypted format when recorded on removable electronic storage media, or on mobile computing devices such as a laptop computer.

f. Maintain an audit trail and record data access of authorized users and authorization level of access granted to the EDD's data, based on job function.

g. Direct all personnel permitted to use the EDD's data to avoid leaving the data displayed on their computer screens where unauthorized users may view it. Personnel should retrieve computer printouts as soon as they are generated so that the EDD's data is not left unattended in printers where unauthorized personnel may access them.

h. Dispose of confidential information obtained from the EDD, and any copies thereof made by the CDSS, after the purpose for which the confidential information is disclosed is served. Disposal means return of the confidential information to the EDD or destruction of the information utilizing an approved method of confidential destruction, which includes electronic deletion (following Department of Defense specifications) shredding, burning, or certified or witnessed destruction.

Attachment: contract exhibits (RES-2023-11 : Agreement with California Department of Social Services for EDD Information)

Employment Development Department
State of California

EDD Agreement No. 0000000308
CDSS Agreement No. 22-2003
EDD/CDSS
EDD Customer Code No.
ATTACHMENT NO. E-1
Page 1 of 1

EMPLOYMENT DEVELOPMENT DEPARTMENT CONFIDENTIALITY AGREEMENT

Information resources maintained by the State of California Employment Development Department (EDD) and provided to your agency may be confidential or sensitive. Confidential and sensitive information are not open to the public and require special precautions to protect it from wrongful access, use, disclosure, modification, and destruction. The EDD strictly enforces information security. If you violate these provisions, you may be subject to administrative, civil, and/or criminal action.

I Gregory Nelson (PRINT YOUR NAME) employee of California Department of Social Services (PRINT YOUR EMPLOYER'S NAME)

hereby acknowledge that the confidential and/or sensitive records of the Employment Development Department are subject to strict confidentiality requirements imposed by state and federal law include the Unemployment Insurance Code (UIC) §§1094 and 2111, the California Civil Code (CC) §1798 et seq., the California Penal Code (PC) §502, Title 5, USC §552a, Code of Federal Regulations, Title 20 part 603, and Title 18 USC §1905.

I INITIAL Acknowledge that my supervisor and/or the Contract's Confidentiality and Data Security Monitor reviewed with me the confidentiality and security requirements, policies, and administrative processes of my organization and of the EDD.

I INITIAL Acknowledge responsibility for knowing the classification of the EDD information I work with and agree to refer questions about the classification of the EDD information (public, sensitive, confidential) to the person the Contract assigns responsibility for the security and confidentiality of the EDD's data.

I INITIAL Acknowledge responsibility for knowing the privacy, confidentiality, and data security laws that apply to the EDD information I have been granted access to by my employer, including UIC §§1094 and 2111, California Government Code § 15619, CC § 1798.53, and PC § 502.

I INITIAL Acknowledge that wrongful access, use, modification, or disclosure of confidential information may be punishable as a crime and/or result in disciplinary and/or civil action taken against me—including but not limited to: reprimand, suspension without pay, salary reduction, demotion, or dismissal—and/or fines and penalties resulting from criminal prosecution or civil lawsuits, and/or termination of contract.

I INITIAL Acknowledge that wrongful access, inspection, use, or disclosure of confidential information for personal gain, curiosity, or any non-business related reason is a crime under state and federal laws.

I INITIAL Acknowledge that wrongful access, use, modification, or disclosure of confidential information is grounds for immediate termination of my organization's Contract with the EDD.

I INITIAL Agree to protect the following types of the EDD confidential and sensitive information:

- Wage Information
- Employer Information
- Claimant Information
- Tax Payer Information
- Applicant Information
- Proprietary Information
- Operational Information (manuals, guidelines, procedures)

I INITIAL Hereby agree to protect the EDD's information on either paper or electronic form by:

Accessing or using the EDD supplied information only as specified in the Contract for the performance of the specific work I am assigned.
Never accessing information for curiosity or personal reasons.
Never showing or discussing sensitive or confidential information to or with anyone who does not have the need to know.
Placing sensitive or confidential information only in approved locations.
Never removing sensitive or confidential information from the work site without authorization.
Following encryption requirements for all personal, sensitive, or confidential information in any portable device or media.

"I certify that I have read and initialed the confidentiality statements printed above and will abide by them."

Gregory Nelson
Print Full Name (last, first, MI)

California Department of Social Services
Print Name of Requesting Agency

Signature

4/15/2022
Date Signed

Check the appropriate box:

☐ Employee ☐ Student
☐ Subcontractor ☐ Volunteer
☐ Other _____
Explain

Attachment: contract exhibits (RES-2023-11 : Agreement with California Department of Social Services for EDD Information)

Employment Development Department
State of California

EDD Agreement No. 0000000308
CDSS Agreement No. 22-2003
EDD Customer Code No.E00096/E00097
EDD/CDSS
ATTACHMENT NO. E-2
Page 1 of 1

EMPLOYMENT DEVELOPMENT DEPARTMENT
INDEMNITY AGREEMENT

In consideration of access to the EDD information which is personal, sensitive, or confidential,

California Department of Social Services
(Enter Requesting Agency/Entity Name)

agrees to indemnify the EDD against any and all liability costs, damages, attorney fees, and other expenses the EDD may incur by reason of or as a result of any unauthorized use of the personal, sensitive, or confidential information or any violation of the "Confidentiality Agreement" by any and all employees of:

California Department of Social Services
(Enter Requesting Agency/Entity Name)

This obligation shall be continuous and may not be changed or modified unless agreed to in writing.

In addition, I understand that the following penalties may be incurred for any such misuse of the EDD Information:

1. Any individual who has access to returns, reports, or documents maintained by the EDD who fails to protect the confidential information from being published or open to the public may be punished by imprisonment in the county jail for up to one year or a fine of $20,000.00 or both. (Unemployment Insurance Code §§ 2111 and 2122).
2. Any person who intentionally discloses information, not otherwise public, which they knew or should have known was obtained from personal information maintained by a state agency, shall be subject to civil action for invasion of privacy by the individual to whom the information pertains. (California Civil Code §1798.53).
3. Any unauthorized access to the EDD computer data, computer systems, or unauthorized use of the EDD data is punishable by a fine or imprisonment in the county jail or both. (California Penal Code §502).

I certify that I have read, understand, and agree with the above terms.

SIGNED BY REQUESTING ENTITY REPRESENTATIVE

Aaron Knowles	Aaron Knowles
Print Full Name	Signature
Chief, Purchasing & Information Technology Section	5-19-2022
Print Title	Date Signed
California Department of Social Services	EDD
Print Name of Requesting Entity	Enter Name Governmental Sponsor/Entity

Attachment: contract exhibits (RES-2023-11 : Agreement with California Department of Social Services for EDD Information)

Employment Development Department
State of California

EDD Agreement No. 0000000308
CDSS Agreement No. 22-2003
EDD Customer Code No.E00096/E00097
EDD/CDSS
ATTACHMENT NO. E-3
Page 1 of 1

EMPLOYMENT DEVELOPMENT DEPARTMENT
STATEMENT OF RESPONSIBILITY

INFORMATION SECURITY CERTIFICATION

We, the Information Security Officer and the Section Chief hereby certify that the CDSS has in place the safeguards and security requirements stated in this Agreement meet the requirements of sections 13400 – 13407 of the California Government Code and sections 603.9 and 603.10 of Title 20 of the Code of Federal Regulations. The CDSS therefore accepts responsibility for ensuring compliance with these requirements, as set forth in Exhibit "E" of the EDD Agreement No. 0000000308.

SIGNATURE	SIGNATURE
Gregory Nelson	Jennifer Espera
PRINT NAME	PRINT NAME
Information Security Officer	Research Data Specialist II
PRINT TITLE	PRINT TITLE
916-651-5551	916-651-0578]
TELEPHONE NUMBER	TELEPHONE NUMBER
Gregory.Nelson@dss.ca.gov	Jennifer.Espera@dss.ca.gov
E-MAIL ADDRESS	E-MAIL ADDRESS
4/15/2022	05/25/2022
DATE SIGNED	DATE SIGNED

NOTE: *Return this Information Security Certification to the EDD Contract Manager with the signed copies of the Contract.*

FOR THE EDD USE ONLY

1. Information Security Certification received by:

EDD CONTRACT MANAGER NAME	DATE RECEIVED

2. The EDD information asset access approved by:

CONTRACT MANAGER OR DISCLOSURE COORDINATOR	DATE APPROVED (AFF, EMAIL, ETC.)

NOTE: *The EDD must have a signed "Information Security Certification" in its possession prior to disclosure of any personal, confidential, or sensitive information to the CDSS.*

Attachment: contract exhibits (RES-2023-11 : Agreement with California Department of Social Services for EDD Information)

SCO ID: 5180-221032

I.11.c

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES
STANDARD AGREEMENT
STD 213 (Rev. 04/2020)

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)
22-1032	

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

CONTRACTING AGENCY NAME
California Department of Social Services

CONTRACTOR NAME
Mariposa County Health and Human Services Agency

2. The term of this Agreement is:

START DATE
July 01, 2022

THROUGH END DATE
June 30, 2025

3. The maximum amount of this Agreement is:
$0.00 Zero Dollars and 00/100

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibits		Title	Page
	Exhibit A	Scope of Work	5
	Exhibit B	Budget Detail and Payment Provisions	3
	Exhibit C *	General Terms and Conditions - GTC 04/2017	
+ -	Exhibit D	Special Terms and Conditions	5
+ -	Exhibit E	EDD Protection of Confidentiality	4
+ -	Exhibit E - Attachment 1	EDD Confidentiality Agreement	1
+ -	Exhibit F	CDSS/EDD Reference Agreement 22-2003	25

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.
These documents can be viewed at https://www.dgs.ca.gov/OLS/Resources

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)
Mariposa County Health and Human Services Agency

CONTRACTOR BUSINESS ADDRESS	CITY	STATE	ZIP
5362 Lemee Lane	Mariposa	CA	9533
PRINTED NAME OF PERSON SIGNING	TITLE		
CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED		

Attachment: std 213-BOS (RES-2023-11 : Agreement with California Department of Social Services for EDD Information)

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES
STANDARD AGREEMENT
STD 213 (Rev. 04/2020)

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)
22-1032	

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME			
California Department of Social Services			
CONTRACTING AGENCY ADDRESS	CITY	STATE	ZIP
744 P Street, M.S. 9-6-747	Sacramento	CA	9581
PRINTED NAME OF PERSON SIGNING	TITLE		
Alyssa Lawson	SSM II, Non-IT Contracts		
CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED		
CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL	EXEMPTION (If Applicable)		
	SCM Vol. 1, 4.04(A)(2)		

Attachment: std 213-BOS (RES-2023-11 : Agreement with California Department of Social Services for EDD Information)

MARIPOSA COUNTY

HHS/Public Health · (209) 966-2000

RESOLUTION - ACTION REQUESTED 2023-12

MEETING: January 17, 2023

TO: The Board of Supervisors

FROM: Joe Lynch, Health & Human Services Agency Director

RE: Approve Future of Public Health Funding Annual Certification Agreement

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RECOMMENDATION AND JUSTIFICATION:
Approve Future of Public Health Funding Annual Certification Agreement #FoPH-024 for FY 22/23 in the Amount of $421,193; Authorize the Health and Human Services Agency Director to Sign the Annual Certification and Any Subsequent Amendments (Subject to Approval as to Legal Form by County Counsel); and Approve Budget Action Increasing Revenue and Appropriations in the Health and Human Services Budget ($421,193).

This Agreement is being signed by the Health and Human Services Director at the request of the State.

This is a new grant funding stream. The Budget Act of 2022 for budget year 2022-2023 Health and Safety Code 101320, 101320.3, and 101320.5 provides $200,400,000 annually to local health jurisdictions for public health workforce and infrastructure, referred as the Future of Public Health Funding. These funds are considered ongoing funds and part of the ongoing baseline state budget.

The Future of Public Health (FoPH) initiative aims at transforming and modernizing California to be able to handle public health threats. The COVID-19 pandemic highlighted the critical role of public health systems, but also their understaffing, inadequate information technology (IT) systems, and lab capacity. Therefore, California has adopted a modified foundational public health framework addressing key service areas: Workforce Development, Recruitment, and Training, Emergency Preparedness and Response, IT, Data Science, and Informatics, Communications, Public Education, Engagement, and Behavior Change, Community Partnerships and Community Health Improvement. Each Local Health Jurisdiction (LHJ) must dedicate at least 70 percent of the funding to support recruitment of new permanent LHJ staff supporting public health activities; Remaining funds, not to exceed 30%, may be used for equipment, supplies, and other administrative purposes (such as facility space, furnishing, travel, and similar activities.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
This is a new grant beginning Fiscal Year 2022/2023.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

REF ID# 13617

Do not accept this grant and Mariposa County will forfeit the additional funding to support Public Health in our community.

FINANCIAL IMPACT:
There is no impact to the General Fund. Revenue and corresponding appropriations are included in the attached Budget Action for fund 3533-401 for Fiscal Year 2022-2023.

ATTACHMENTS:
FY 2223 FoPH Annual Certification (PDF)
FoPHAllocation_MariposaCounty- Acknowledgement Letter (PDF)
FoPH Approval Letter 22-23-Mariposa_ (PDF)
FoPH Allocation table (PDF)
FoPH Reference Guide v11-2022 (PDF)
FoPH Mariposa-Spend Plan (PDF)
FoPH Budget Action (PDF)

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

State of California—Health and Human Services Agency
California Department of Public Health

TOMÁS J. ARAGÓN, MD, DrPH
Director and State Public Health Officer

GAVIN NEWSOM
Governor

FUTURE OF PUBLIC HEALTH FUNDING
ANNUAL CERTIFICATION

The undersigned hereby affirms that they have read and agree with the funding requirements specified in the Future of Public Health Funding Award Agreement. The undersigned certifies:

1. That the funding provided under this agreement shall be used to supplement and not supplant all other specific local county funds.

2. That at least 70 percent of funds to support the hiring of permanent city; county; or city and county staff, including benefits and training.

3. Remaining funds, not to exceed 30 percent, may be used for equipment, supplies, and other administrative purposes such as facility space, furnishings, travel.

Designee authorized to commit the Local Health Jurisdiction to this Agreement

Joe Lynch, Director Health and Human Services

Name (Print) Title

12·06·22

Signature Date

Mariposa County Health and Human Services Agency

Local Health Jurisdiction Name

FoPH-024

Agreement Number

Attachment: FY 2223 FoPH Annual Certification (RES-2023-12 : Approve Future of Public Health Funding Annual Certification Agreement)

Acknowledgement of Allocation Letter

Instruction: Please check one statement below, sign, and return to FoPHfunding@cdph.ca.gov

☒ ***County of Mariposa*** *acknowledges receipt of this Allocation letter and accepts the funds to be used as outlined under the Submission Requirements section.*

☐ ***County of Mariposa*** *acknowledges receipt of this Allocation letter and does not accept the funds.* ***County of Mariposa*** *understands that these funds cannot be delegated to another Agency and CDPH will redistribute funds.*

Name of Local Health Jurisdiction designated signee(s): Kristina Allen

Title/Role: Deputy Director

Signature of Local Health Jurisdiction designee:

Date: 07/19/2022

Attachments

Attachment 1: Local Allocations Table
Attachment 2: Certification Form
Attachment 3: Workplan and Reporting
Attachment 4: Spend Plan
Attachment 5: Invoice

Attachment: FoPHAllocation_MariposaCounty- Acknowledgement Letter (RES-2023-12 : Approve Future of Public Health Funding Annual

State of California—Health and Human Services Agency
California Department of Public Health

TOMÁS J. ARAGÓN, MD, DrPH
Director and State Public Health Officer

GAVIN NEWSOM
Governor

October 31, 2022

Dr. Eric Sergienko, Health Officer
County of Mariposa
PO Box 5 (5300 CA-49N)
Mariposa, CA 95338

Kristina Allen
County of Mariposa
PO Box 5 (5300 CA-49N)
Mariposa, CA 95338

Future of Public Health Funding
Award Number FoPH-024
County of Mariposa

Dear Dr. Eric Sergienko:

Authority:
Budget Act of 2022 for budget year 2022-2023, H&S Code 101320, 101320.3 and 101320.5

This letter is to inform you that CDPH has completed review of your submitted Future of Public Health Funding Work Plan and Spend Plan for the period of July 1, 2022 to June 30, 2023. Your Work Plan and Spend Plan are approved.

Thank you once again, for the time and effort your LHJ has invested to strengthen the public health capacity and preparedness to respond to future emergencies throughout California communities. We look forward to seeing the positive impacts this funding will have towards developing and strengthening California's public health workforce.

CDPH staff are available for continued support and technical assistance. If you have any questions or need further clarification, please contact us at FoPHfunding@cdph.ca.gov.

Sincerely,

Caroline Kurtz

Caroline Kurtz, PhD
California Department of Public Health

Attachment: FoPH Approval Letter 22-23-Mariposa_ (RES-2023-12 : Approve Future of Public Health Funding Annual Certification Agreement)

Service Employees International Union (SEIU), will consider options for possible redirection of funds at that time.

The methodology for allocating these funds as set by statute are as follows:

1. Each Local Health Jurisdiction will receive a base funding amount of $350,000 per year.

2. The remaining balance of the appropriation will be provided to Local Health Jurisdiction proportionally as follows:
    a. 50 percent based on 2019, or most recent, population data
    b. 25 percent based on 2019, or most recent, poverty data
    c. 25 percent based on 2019, or most recent, the share of the population that is Black/African-American/Latinx/or Native Hawaiian/Pacific Islander.

Allocations to Local Health Jurisdictions are included in Attachment 1.

Funding Requirement:

Non-Supplantation
The funds allocated to each Local Health Jurisdiction may only be used to supplement, rather than supplant, existing levels of services provided by the Local Health Jurisdiction.

Each Local Health Jurisdiction receiving funds shall annually certify to the department that its portion of this funding shall be used to supplement and not supplant all other specific local city, county, or city and county funds including, but not limited to, 1991 health local realignment and city, county, or city and county general fund resources utilized for Local Health Jurisdiction purposes, and excluding federal funds in this determination. See Attachment 2 for certification form.

Required Use of Funding
1. Each Local Health Jurisdiction must dedicate at least 70 percent of funds to support the hiring of permanent city or county staff, including benefits and training.

2. Remaining funds, not to exceed 30 percent, may be used for equipment, supplies, and other administrative purposes such as facility space, furnishings, and travel.

Workplan/Spend Plan Requirements
1. Each Workplan should be informed by a Community Health Assessment, Community Health Improvement Plan, and/or local Strategic Plan.

2. If a current Community Health Assessment and Community Health Improvement Plan has not yet been completed by your Local Health Jurisdiction, the state fiscal year 2022-2023 Workplan should describe how the Local Health Jurisdiction will identify and address relevant community health issues and provide a plan and target date for completion of a Community Health Assessment and Community Health Improvement Plan. A Community Health Assessment and Community Health Plan should be completed by December 30, 2023. Local Health Jurisdictions should

Attachment: FoPH Approval Letter 22-23-Mariposa_ (RES-2023-12 : Approve Future of Public Health Funding Annual Certification Agreement)

describe in the Workplan and Spend Plan what positions your Agency plans to hire and how it will support your local objectives in which you have direct influence in achieving.

3. The Workplan should include an evaluation plan and metrics.

4. All Local Health Jurisdictions will be required to measure and evaluate the process and outcome of hiring permanent staff.

Redirection of Funding
A Local Health Jurisdiction may direct a portion of their funds to another local health jurisdiction in support of regional capacity. The Local Health Jurisdiction should submit a letter of support to CDPH from the Local Health Jurisdiction in which these funds are directed to, along with a description of the regional capacity the funds will support. The letter should be included as an additional attachment to the submission package.

Submission Requirements:

1. Complete a Workplan and Spend Plan by September 15, 2022 and submit to CDPH at: FoPHfunding@cdph.ca.gov. *See Attachments 3 and 4*. Your Agency should consider the following when developing your Workplan and Spend Plan:

    - It is recommended that your Agency fund an administrative position to ensure fiscal accountability and reporting requirements of the various Future of Public Health funds. At least seventy (70%) percent of your Agency funds must go towards the hiring of permanent city or county staff. Your agency must complete the table in Attachment 3 (Workplan and Reporting) to indicate how many positions in each type of classification across the listed public health areas your Agency plans to hire.

    - Your Agency may dedicate up to 30% of the allocated funding to fund partners and/or contractors, or used for equipment, supplies and other administrative purposes such as current staff compensation, staff development, facility space, furnishings, and travel.

    - Your Agency is encouraged to recruit and give hiring preference to unemployed workers, underemployed workers, and a diversity of applicants from local communities who are qualified to perform the work. In addition, you are encouraged to work with applicants from your community.

    - Your Agency is encouraged to explore transitioning limited-term or contracted staff/positions previously funded through limited term federal funding into permanent positions for the city; county; or city and county

    - If your Agency will be dedicating a portion of your funds to another Local Health Jurisdiction to increase regional capacity, your Agency should submit a letter of support from the Local Health Jurisdiction receiving those funds. Adjustments should be reflected in the workplan and spend plan that is

Attachment: FoPH Approval Letter 22-23-Mariposa_ (RES-2023-12 : Approve Future of Public Health Funding Annual Certification Agreement)

submitted to CDPH for review and approval. The letter should be included as an additional attachment to the submission package.

2. Your Agency must also meet the following minimum requirements for these funds and include descriptions in your Agency's Workplan:

   i. A description of how your Agency will achieve 24/7 health officer coverage.

   ii. A description of how your Agency will meet your Community Health Assessment (CHA)/Community Health Improvement plan (CHIP) and/or local Strategic plan goals. How do you plan to measure/evaluate the impact of these funds? Please either attach a copy or provide links to your CHA, CHIP, and Strategic Plan or provide a date when these will become available.

   iii. A description of how your Agency will use these funds to meet your local Health Jurisdiction equity goals.

   iv. A description of how your Agency will use these funds to become or sustain capacity as a learning organization including continuous quality improvement and Results-Based Accountability/evaluation.

   v. Commit to Health Officer and Health Director participation in Regional Public Health Office monthly or quarterly meetings as determined by the Region and CDPH

3. In advance of the Workplan and Spend Plan due date, your Agency should respond to CDPH acknowledging that you accept the allocation funds outlined in this letter.

Reporting Requirements:

As a recipient of the Future of Public Health Funding, the following reporting documents will be required:

For your convenience, your Contract Manager will issue reminders as these dates get closer.

1. Submit quarterly progress reports on hiring progress to CDPH following the schedule below. Starting with the quarter 2 progress report, provide status of timelines, goals, and objectives outlined in your workplan. *See Attachment 3*. Note, if your workplan is under review by CDPH and has not been approved by the progress report due date, you are still required to submit your progress report to CDPH.

Attachment: FoPH Approval Letter 22-23-Mariposa_ (RES-2023-12 : Approve Future of Public Health Funding Annual Certification Agreement)

Year/Quarter	Reporting Period	Due Date
Year 1/Q1	July 1, 2022 – September 30, 2022	October 30, 2022
Year 1/Q2	October 1, 2022 – December 31, 2022	January 30, 2023
Year 1/Q3	January 1, 2023 – March 31, 2023	April 30, 2023
Final	April 1, 2023 – June 30, 2023	July 30, 2023

2. Submit quarterly expenditure reports to CDPH following the schedule below. Expenditure reporting should be completed within your Spend Plan. Note, if your spend plan is under review by CDPH and has not been approved by the reporting due date, you are still required to submit your expenditure report to CDPH. See Attachment 4.

Year/Quarter	Reporting Period	Due Date
Year 1/Q1	July 1, 2022 – September 30, 2022	October 30, 2022
Year 1/Q2	October 1, 2022 – December 31, 2022	January 30, 2023
Year 1/Q3	January 1, 2023 – March 31, 2023	April 30, 2023
Final	April 1, 2023 – June 30, 2023	July 30, 2023

3. CDPH will provide a template to use to facilitate the reporting of these data metrics.

Reimbursement/Invoicing:

CDPH will reimburse your Agency upon receipt of invoice. In order to receive your reimbursements, please complete and submit your invoice(s) to: FoPHfunding@cdph.ca.gov. *See Attachment 5.*

1. First Quarter Payment: CDPH will issue a warrant (check) to your Agency for 25% of your total allocation, this will be issued as an advance payment.

2. Future payments will be based on reimbursement of expenditures once the 25% advance payment has been fully expended. In order to receive future payments, your Agency must complete and submit reporting documentation within Attachments 3 and 4 following the due dates above within Reporting Requirements.

3. Your Agency must maintain supporting documentation for any expenditures invoiced to CDPH against this source of funding. Documentation should be readily available in the event of an audit or upon request from CDPH. Documentation should be maintained onsite for five years.

Attachment: FoPH Approval Letter 22-23-Mariposa_ (RES-2023-12 : Approve Future of Public Health Funding Annual Certification Agreement)

Thank you for the time your Agency has invested to strengthen public health capacity and preparedness to respond to future emergencies throughout California communities. We are hopeful that this funding will collectively achieve the goal of developing and strengthening California's public health workforce. CDPH is hosting a webinar on **July 14, 2022 from 11:00 AM – 12:00 PM** to go over the requirements and activities of this funding. If you have any questions or need further clarification, please reach out to FoPHfunding@cdph.ca.gov.

Sincerely,

Susan Fanelli

Susan Fanelli
Chief Deputy Director
California Department of Public Health

Attachment: FoPH Approval Letter 22-23-Mariposa_ (RES-2023-12 : Approve Future of Public Health Funding Annual Certification Agreement)

Editable Inputs for the Formula (in red) and Allocations to LHJs by Input

Inputs (edit red text only)		Dollars
Total Award:	200,400,000	
Based amount per LHJ:	350,000	21,350,000
Amount after base allocation:	179,050,000	
Percent toward population:	50%	89,525,000
Percent toward population in poverty:	25%	44,762,500
Percent toward race/ethnicity:	25%	44,762,500

LHJ	Total LHJ Allocation	Base Allocation	Population Allocation	Poverty Allocation	Total Race Population Allocation
Alameda HD [1]	6,537,374	350,000	3,486,292	1,306,201	1,394,881
Alpine	354,669	350,000	2,509	1,817	343
Amador	487,482	350,000	84,562	34,887	18,033
Berkeley	912,213	350,000	276,018	223,098	63,097
Butte	1,224,383	350,000	464,390	314,749	95,244
Calaveras	515,889	350,000	99,660	50,765	15,464
Colusa	459,468	350,000	49,677	25,095	34,696
Contra Costa	4,844,667	350,000	2,587,470	860,516	1,046,681
Del Norte	474,087	350,000	61,194	46,113	16,780
El Dorado	1,015,644	350,000	432,097	158,255	75,292
Fresno	6,126,172	350,000	2,309,680	1,993,252	1,473,240
Glenn	482,368	350,000	66,402	33,824	32,142
Humboldt	938,349	350,000	298,637	240,123	49,589
Imperial	1,568,105	350,000	423,271	392,011	402,823
Inyo	423,621	350,000	41,472	20,427	11,722
Kern	5,381,815	350,000	2,054,527	1,643,319	1,333,969
Kings	1,175,830	350,000	348,233	234,556	243,041
Lake	641,433	350,000	143,508	110,556	37,369
Lassen	481,278	350,000	64,973	45,131	21,174
Long Beach [2]	2,807,624	350,000	1,062,519	751,454	643,651
Los Angeles HD [2]	47,328,333	350,000	21,501,377	12,129,068	13,347,888
Madera	1,217,976	350,000	357,345	264,762	245,869
Marin	1,241,952	350,000	582,746	169,272	139,934
Mariposa	421,598	350,000	40,007	25,431	6,160
Mendocino	723,894	350,000	196,887	116,038	60,969
Merced	1,882,112	350,000	640,816	458,605	432,691
Modoc	394,124	350,000	21,189	18,286	4,649
Mono	403,629	350,000	30,261	12,866	10,502
Monterey	2,563,477	350,000	993,064	526,749	693,664
Napa	896,612	350,000	312,150	97,242	137,220
Nevada	690,079	350,000	219,273	86,770	34,036
Orange	13,351,733	350,000	7,180,538	2,871,686	2,949,509

Attachment: FoPH Allocation table (RES-2023-12 : Approve Future of Public Health Funding Annual Certification Agreement)

Pasadena [2]	1,033,025	350,000	325,904	198,936	158,185
Placer	1,661,462	350,000	894,450	248,517	168,495
Plumas	420,397	350,000	41,060	22,817	6,520
Riverside	11,782,061	350,000	5,511,817	2,621,981	3,298,263
Sacramento	7,072,450	350,000	3,515,615	1,864,783	1,342,052
San Benito	647,267	350,000	141,298	61,862	94,107
San Bernardino	11,284,416	350,000	4,915,050	2,751,921	3,267,445
San Diego	14,356,108	350,000	7,543,551	3,270,916	3,191,641
San Francisco	3,639,888	350,000	2,025,083	809,884	454,921
San Joaquin	4,031,505	350,000	1,746,436	999,880	935,189
San Luis Obispo	1,459,610	350,000	621,441	303,469	184,700
San Mateo	3,141,653	350,000	1,744,330	447,935	599,388
Santa Barbara	2,433,999	350,000	1,015,655	513,079	555,265
Santa Clara	7,296,326	350,000	4,415,782	1,133,950	1,396,594
Santa Cruz	1,475,452	350,000	607,749	271,198	246,505
Shasta	1,031,180	350,000	399,872	223,887	57,421
Sierra	362,059	350,000	7,014	3,750	1,295
Siskiyou	538,801	350,000	98,548	72,186	18,067
Solano	2,186,187	350,000	990,606	375,318	470,263
Sonoma	2,174,091	350,000	1,105,231	334,998	383,862
Stanislaus	2,975,808	350,000	1,251,102	684,687	690,019
Sutter	787,927	350,000	227,647	122,667	87,613
Tehama	642,801	350,000	146,872	100,782	45,147
Trinity	405,254	350,000	29,910	20,775	4,569
Tulare	3,085,604	350,000	1,081,949	860,845	792,810
Tuolumne	543,960	350,000	117,813	56,044	20,103
Ventura	3,857,269	350,000	1,893,545	653,651	960,073
Yolo	1,397,659	350,000	498,946	354,974	193,739
Yuba	707,793	350,000	177,979	113,886	65,928
Total	200,400,002	21,350,000	89,524,999	44,762,502	44,762,501
Miniumum Award:	354,669				
Maximum Award:	47,328,333				

1 - Alameda HD excludes City of Berkeley

2 - Los Angeles HD excludes Cities of Long Beach and Pasadena

Attachment: FoPH Allocation table (RES-2023-12 : Approve Future of Public Health Funding Annual Certification Agreement)

FUTURE OF PUBLIC HEALTH FUNDING
Reference Guide

Fiscal Year 2022-23

This document is intended to serve as a reference guide for the Future of Public Health (FoPH) funding & will be updated on a monthly basis. The latest version will be available on the LHJ SharePoint. Any example activities provided in this document are non-exhaustive and for reference purposes only. Inquiries received by CDPH, as well as any applicable updates, will be incorporated into this document.

Please note – ~~strikethrough~~ in red denotes a deletion, *blue italics denote an addition*

SCOPE & PURPOSE

The California Budget Act of 2022 provides $300 million state general fund ongoing to California Department of Public Health (CDPH) starting in 2022-23 to support the public health infrastructure at the state and local levels. Of the $300 million annual investment (also known as Future of Public Health (FoPH) funding), $99.6 million is dedicated for state operations while $200.4 million is annually allocated to 61 local health jurisdictions (LHJs) for local assistance. Future increase of the funding would require legislative action.

✸ Purpose of Funding

The Future of Public Health (FoPH) initiative aims at transforming and modernizing California to be able to handle public health threats. The COVID-19 pandemic highlighted the critical role of public health systems, but also their understaffing, inadequate information technology (IT) systems, and lab capacity. Therefore, California has adopted a modified foundational public health framework addressing six (6) key service areas:

- Workforce Development, Recruitment, and Training
- Emergency Preparedness and Response
- IT, Data Science, and Informatics
- Communications, Public Education, Engagement, and Behavior Change
- Community Partnerships
- Community Health Improvement

✸ Funding Allocation

As outlined in the statute, of the $200.4 million allocated for local assistance, each Local Health Jurisdiction will receive a base funding amount of $350,000 per year. The remaining balance of the appropriation will be provided to LHJs proportionally as follows:

1) 50% based on 2019, or most recent, population data,
2) 25% based on 2019, or most recent, poverty data, and
3) 25% based on 2019, or most recent, the share of the population that is Black/African-American/ Latinx/or Native Hawaiian/Pacific Islander.

Details on the calculation of allocation amounts are outlined in the Attachment 1 – Local Allocations Table. Future increase of the funding or changes in allocation would require legislative action.

Attachment: FoPH Reference Guide v11-2022 (RES-2023-12 : Approve Future of Public Health Funding Annual Certification Agreement)

Funding Period for Local Assistance

FoPH provides ongoing state funding for CDPH and LHJs. Funding period for the 2022-23 fiscal year is July 1, 2022 – June 30, 2023:

- Funds allocated for this period are available for encumbrance or expenditure until 06/30/2024 (funding for subsequent fiscal years must be spent within the year allocated);
- LHJs may spend funds as early as July 01, 2022 while required documents (workplan & spend plan) are pending for submission and approval.

Funded Activities

The FoPH funding offers a unique opportunity to strengthen and expand local public health workforce, particularly to fill staffing gaps identified during the COVID-19 pandemic. As CDPH recognizes that community needs, challenges, and infrastructure are different for each LHJ, the intent of the FoPH funding is to be used flexibly in ways that are appropriate for each local context and reflect the needs of each local health jurisdiction.

As required by statute, at least 70 percent of the funding must be spent on expanding permanent public health workforce:

- Each LHJ must dedicate at least 70 percent of funding to support recruitment of new permanent city or county staff, including benefits and training;
- Remaining funds, not to exceed 30%, may be used for equipment, supplies, and other administrative purposes (such as facility space, furnishings, travel, and similar activities);
- The funding should not replace existing public health resources. It may be used to supplement, but not to supplant all other specific local city and/or county fundings (including, but not limited to, local realignment and local general fund resources utilized for LHJ purposes & excluding federal funds in this determination); and
- Local Public Health Plans must be submitted by December 30, 2023 & every three years after.

LHJ may direct a portion of their funds to another LHJ in support of regional capacity. The LHJ should submit a letter of support written by the LHJ which these funds are redirected to. The letter of support must include a description of the regional capacity the funds will support. The letter of support should be included as an additional attachment to the submission package due by September 15, 2022.

Attachment: FoPH Reference Guide v11-2022 (RES-2023-12 : Approve Future of Public Health Funding Annual Certification Agreement)

SUBMISSION REQUIREMENT



*** If a due date falls on a weekend or state holiday, the due date is extended to the next business day ***

1. Acknowledgement of Allocation Letter

1.1. Who can sign the Acknowledgement of Allocation Letter?

The acknowledge form can be signed by any individual(s) in your jurisdiction designated to review and sign these types of forms.

2. Certification form

2.1. Who can sign the Certification form?

The Certification form can be signed by any individual(s) in your jurisdiction designated to review and sign these types of forms.

2.2. Where can LHJs locate the agreement number?

The allocation letter constitutes the agreement notice for the FY 2022-23 allocation. The agreement number is referenced on the Allocation Letter as the award number (FoPH-xxx).

Attachment: FoPH Reference Guide v11-2022 (RES-2023-12 : Approve Future of Public Health Funding Annual Certification Agreement)

3. Workplan

Minimum Requirements

3.1. What are the minimum requirements for the Workplan?

The workplan should address the following requirements:

- Description of how LHJ will achieve 24/7 health officer coverage
- Description of how LHJ will meet community health assessment (CHA), community health improvement plan (CHIP), and/or local strategic plan goals
- Description of how funds will be used to meet local equity goals
- Description of how LHJ will become or sustain capacity as a learning organization
- Commitment to LHO & Health Director participation in RPHO's regular meetings.

3.2. What is the expectation for 24/7 health officer coverage? Is LHJ required to have a full-time health officer position?

CDPH acknowledges that there are different ways, especially for small and rural LHJs, to ensure there is a health officer available for response to emergencies at all times. For instance, LHJs may appoint a deputy health officer and/or designate an individual to serve as interim officer to provide backup coverage. Some LHJs have also established regional agreements which neighboring health officers agree to provide backup coverage as needed. LHJs are required to describe how 24/7 health officer coverage will be achieved in the Workplan.

3.3. What is the expectation for health officer & health director participation in regional public health office (RPHO) meetings?

As the RPHO is currently being stood up, details on meeting cadence have not been set. While it is preferred that both HO and HD participate in those meetings, it is acceptable if there is an agreement between LHJ representatives to coordinate attendance and share information discussed during meetings.

3.4. What is a learning organization?

The focus should be on performance improvement, which could be any performance framework such as Lean, Six Sigma, Plan-Do-Study-Act (PDSA), etc. In general, LHJ should look to improve the services that are offered and/or operational processes as well.

One lesson learned during health emergencies is that CDPH must be agile, adaptive, and responsive to the increasingly complex and emerging public health challenges facing California and its diverse communities. CDPH is embarking on a journey to transform into a learning organization promoting a culture of trust, humility, respect, innovation, learning, and continuous improvement. Striving to "become the best at getting better," CDPH has adopted Lean – an established, real-world tested framework for organizational learning and improvement based on three pillars:

- Respect for people,
- Continuous improvement, and
- Scientific thinking and problem-solving

Attachment: FoPH Reference Guide v11-2022 (RES-2023-12 : Approve Future of Public Health Funding Annual Certification Agreement)

Staffing Plan

The staffing plan allows for LHJs to project the number of planned hires using FoPH funds. LHJs are being asked to provide details on types of positions and projected numbers of each position in the Staffing Plan section of the Workplan.

3.5. Can this funding be used for cross-cutting positions that work across different areas of an integrated Health & Human Services agency (i.e. part time in PH and part time in BH and Social Services)?

The FoPH funding may be used to cover the portion of staff time that support local public health department's activities.

3.6. If LHJs have a position that doesn't fit in any of the categories, which one should be selected?

If position doesn't fit into any category (including "Other Administrative Functions" or "Strategic Alignment"), please contact CDPH for further assistance. There are positions that are administrative and/or cut across multiple areas, such as strategic alignment.

3.7. If the CHA/CHIP and/or local strategic plan identifies other priority areas of focus that are different from what are originally listed in the Workplan, can LHJs revise Workplan to indicate transfer of positions between programs (COVID, STDs, etc.)?

CDPH encourages LHJs to consider hiring individuals for broader public health functions rather than just disease-specific activities. For example, instead of hiring disease investigators or epidemiologists for COVID-19 only, CDPH recommends LHJs incorporate flexibility to use the staff for other emerging diseases.

Workplan Objectives

3.8. How many objectives can LHJs include in the Workplan?

LHJs may include up to 20 objectives (no minimum amount):

- Objectives should be SMART (Specific, Measurable, Achievable, Relevant, Timely).
- Steps are listed on how LHJ's will meet objectives.
- There is an evaluation plan on how LHJ's will measure progress on objectives.
- Each objective should have at least one issue area and one strategy area.
- Each objective has an expected completion date.

4. Spend Plan

4.1. Could indirect costs be included in the 70% of allocated funds for staffing?

Indirect costs including benefits and training for staff can be included in the 70% portion of funds dedicated to support recruitment of permanent city or county staff. Indirect costs should not exceed CDPH's approved rate. *Indirect costs like those for consultants or other contracts, should be included in the remaining 30% of the funding.*

4.2. What would happen if an LHJ is not able to spend the 70% of funds dedicated for recruitment as it might take longer to fill positions in the first year?

Funds allocated for this period are available for encumbrance or expenditure until 06/30/2024. If LHJ is not able to spend the 70% of funds dedicated for staffing within this fiscal year, remaining funds can be carried over to the 2023-24 fiscal year to expend on staffing.

5. Allowable & Unallowable Spending Activities

The intent of the FoPH funding is to be used flexibly in ways that are appropriate for each local context and reflect the needs of each local health jurisdiction. The lists of allowable & unallowable spending activities provided below are non-exhaustive and for reference purposes only. For additional clarification, please submit inquiries to the FoPH funding mailbox (FoPHfunding@cdph.ca.gov).

5.1. What are required and allowable activities for this funding?

All activities should aim to strengthen local public health infrastructure and to expand permanent public health workforce. As required by statute, at least 70 percent of the funding must be spent on expanding permanent public health workforce:

- Each LHJ must dedicate at least 70 percent of funding to support recruitment of new permanent LHJ staff supporting public health activities;
- Remaining funds, not to exceed 30%, may be used for equipment, supplies, and other administrative purposes (such as facility space, furnishing, travel, and similar activities); and
- Services to support the development of the CHA, CHIP, and local public health plans (please note – during 2022-23 fiscal year, LHJs may deviate from the 70%-30% split requirement to contract for services supporting the development of public health plans)

Examples include (but not limited to):

- Recruitment of new permanent local public health staff (at least 70% of the funds)
  - Establishing new permanent positions;
  - Transitioning limited-term or contracted positions previously funded through federal funding (Workforce Development (WFD), Epidemiology and Lab Capacity for Prevention and Control of Emerging Infectious Diseases (ELC), etc.) into permanent positions (please note – LHJs do not need to exhaust these funds before transitioning);
  - Increasing time base for part-time permanent positions;
  - Partially funding existing permanent positions funded by other limited-term or special funding as long as all funding requirements (including non-supplantation) are met (for instance, funding a position with 50% Medical Administrative Activities and 50% FoPH);
  - Indirect costs including benefits and training (please note – indirect cost should not exceed CDPH's approved rate);
  - Hiring package including recruitment bonuses, stipends, and other recruitment incentives such as relocation assistance or license certification fees (please note – public health nurse certification fees are waived for three years under the Budget Act of 2022).
- Infrastructure and administrative purposes:
  - Contracted workforce (including university-affiliated residency programs);
  - Administrative costs (e.g., supplies, contracts, and other costs supporting public health activities);
  - Equipment (e.g., purchase or upgrade of computer, phone, electronic health record(s), etc.);
  - Work-related travels (please note – cost should not exceed CDPH/CalHR per diem rates for reimbursement).

5. 2. What training activities are allowable for this funding?

Training costs associated with hiring permanent staff, the hiring package, and ongoing staff training can be included in the 70% portion of your jurisdiction's allocation. CDPH recommends that LHJs prioritize at least 70% of the funding for recruitment and hiring permanent staff; however, the cost of ongoing training for permanent staff can be included in the 70% if the non-supplantation requirement is being met (e.g., the cost of the training was not already funded by existing public health resources or county/city realignment or general funding).

Attachment: FoPH Reference Guide v11-2022 (RES-2023-12 : Approve Future of Public Health Funding Annual Certification Agreement)

5.3. What activities are unallowable activities for this funding?

The funding should not replace existing public health resources. It may be used to supplement, but not to supplant, all other specific local city and/or county fundings (including local realignment and local general fund resources utilized for LHJ purposes & excluding federal funds in this determination).

- Funds may not be used to cover personnel, services, and expenses currently paid for by local general fund sources;
- Funds may not be used to cover for staff retention activities (such as retention bonus) as the intent of the FoPH is to expand public health staffing capacity (please note – Cost of Living Adjustment (COLA) may be included for new permanent positions as normal salary increase or civil service merit increase; but cannot be used as a standalone spending activity).
- *Funds may not be used to pay for the cost of certifications or licenses of permanent staff unless the cost is included as part of the hiring package for a new permanent position being established. The cost of certifications or licenses is not considered training for this funding source.*

5.4. The allocation letter indicates that CDPH will assess spending in January 2023. What is the purpose of this assessment?

The assessment is considered as an opportunity for CDPH to identify any area of challenges and barriers at the local level and to provide LHJs technical assistance as needed.

6. Invoicing & Reimbursement

6.1. How will funding be disbursed?

CDPH will reimburse your Agency upon receipt of invoice.

- To support the commencement of local infrastructure-building activities, CDPH will issue an advance payment for 25% of the LHJ's total allocation for the 2022-23 fiscal year.
- Once 25% advance payment is fully expended, CDPH will issue reimbursement upon receipt of invoices.

Invoice(s) should be completed using the provided template (see Attachment 5 – Invoice of the allocation package) and submitted to the Future of Public Health funding mailbox (FoPHfunding@cdph.ca.gov).

6.2. What is the process of receiving the advance payment for 25% of the total allocation?

~~CDPH will be issuing the advance payment upon receipt of the completed CDPH 9083 – Government Agency Taxpayer ID form. The remittance check will be mailed to the address provided on the CDPH 9083 form.~~

~~For copy of the CDPH 9083 form, please email the Future of Public Health funding mailbox (FoPHfunding@cdph.ca.gov).~~

CDPH completed issuing advance payments to all jurisdictions on 09/14/2022 (except LHJs who declined the advance payment). If your jurisdiction has not received the advance payment for 25% of the total allocation, please email the FoPH mailbox (FoPHfunding@cdph.ca.gov) for assistance.

~~**6.3. What is the process of declining advance payment?**~~

~~To decline the FOPH funding's advance payment, LHJ should notify CDPH in writing by emailing the Future of Public Health funding mailbox (FoPHfunding@cdph.ca.gov).~~

6.4. Are LHJs required to pay back interest accrued on distributed FoPH funding's advance payment?

No.

6.5. How do LHJs submit budget revisions*?

- *Budget revisions totaling more than 25% of an LHJ's allocation must be submitted for approval. Requests for budget revisions should be submitted to the Future of Public Health funding mailbox (FoPHfunding@cdph.ca.gov) and should include the subject line "Budget Revision Request". The submission should include a summary outlining the proposed changes.*

- *There is no need to request approval for changes to personnel or for revisions totaling 25% or less of an LHJ's allocation. If such revisions are made, the LHJ should report changes at the next available reporting opportunity (i.e., expenditure report, quarterly progress report). Reporting of changes can include a description of how the LHJ will use funds for a different purpose (e.g., moving funds from salaries to training or equipment to travel).*

All budget revisions regardless of whether they require prior approval or not must follow the 70/30 percent split as outline in statute. In addition, all revisions should be reconciled by the end of the fiscal year and reflected in an updated spend plan submitted with the year-end invoice or progress report. If the changes in the spend plan materially impact the workplan, an updated workplan should also be submitted. Updates on the workplan and spend plan should be in red font.

Please note that LHJs can roll over unspent funds from the first fiscal year (July 1, 2022, through June 30, 2023) to the subsequent fiscal year (July 1, 2023 – June 30, 2024). Roll over of unspent funds only applies to the first-year allocation.

**Any changes to the above budget revision process will be communicated at least 30 days in advance.*

~~6.6. Can mid-year revisions be submitted for retroactive work that has started at the beginning of that fiscal year?~~
~~CDPH is currently developing the submission process for budget revision.~~

7. Other Requirements

7.1. What if an LHJ does not have a completed CHA, CHIP, or strategic plan?
If a CHA/CHIP and/or strategic plan has not been completed, the LHJ shall commence coordination and planning activities by no later than October 1, 2022. ~~and complete its triennial public health plan by December 30, 2023.~~

7.2. What are other requirements for LHJs receiving FoPH funding?

LHJs receiving FoPH funding must annually present updates to the board of supervisors or city council (as applicable) on the state of the jurisdiction's public health. The presentation shall identify:

- LHJ's most prevalent current causes of morbidity and mortality;
- LHJ's cases of morbidity and mortality with the most rapid three-year growth rate; and
- Health disparities

The LHJ presentation must also provide an update on the progress of addressing the issues through the strategies and programs identified in the LHJ's triennial public health plan and identify policy recommendations for addressing these issues.

7.3. Is there a set due date or timeframe for the LHJ presentation to the board of supervisors or city council (as applicable)?

Attachment: FoPH Reference Guide v11-2022 (RES-2023-12 : Approve Future of Public Health Funding Annual Certification Agreement)

LHJs shall present to the board of supervisors or city council on an annual basis. Statute does not specify a timeframe or due date for these presentations; therefore, the timeframe/date can be individually decided upon by each LHJ.

Attachment: FoPH Reference Guide v11-2022 (RES-2023-12 : Approve Future of Public Health Funding Annual Certification Agreement)

Future of Public Health (FoPH)
Spend Plan

Local Health Jurisdiction Name:	Mariposa County

Position Title*	Annual Salary	Budgeted Months (1-12) Months)	FTE %	Total Salary	Benefit Rate	Total Benefits	Combined Salary and Benefits
Senior Administrative Analyst (vacant)	$ 89,134.00	12.00	100%	$ 89,134.00	37.61%	$ 33,522.00	$ 122,656.00
Administrative Analyst I/II (vacant)	$82,357	12.00	100%	$ 82,356.65	39.22%	$ 32,304.00	$ 114,660.65
PPT Program Specialist (vacant)	$ 47,135.53	12.00	100%	$ 47,135.53	1.45%	$ 683.47	$ 47,819.00
PPT Program Specialist (vacant)	$ 47,135.53	12.00	100%	$ 47,135.53	1.45%	$ 683.47	$ 47,819.00
			0%	$ -		$ -	$ -
			0%	$ -		$ -	$ -
			0%	$ -		$ -	$ -
			Total Personnel	**$ 265,761.71**		**$ 67,192.93**	**$ 332,954.64**
Supplies							
							$ -
							$ -
						Total Supplies	**$ -**
Travel							
In-State	RPHO Meetings for LHO and DDPH (location TBD, travel for 2 staff); Travel for up to 3 staff to Six Sigma						$ 2,000.00
Out-of-State							$ -
						Total Travel	**$ 2,000.00**
Equipment							
							$ -
						Total Equipment	**$ -**
Other							
Six Sigma Training course for 4 analyst staff							$ 3,000.00
							$ -
							$ -
						Total Other	**$ 3,000.00**
Subcontracts:							
							$ -
							$ -
							$ -
						Total Subcontracts	**$ -**
						Total Direct Costs	**$ 337,954.64**
Indirect Cost (% of Total Personnel **or** Total Direct Costs)							
[enter description here]		$ 332,954.64	25%				$ 83,238.66
						Total Indirect	**$ 83,238.66**
						TOTAL BUDGET	**$ 421,193.30**

*Personnel supported with this funding should not duplicate efforts across grants; exceed 1.0 FTE across all funding sources.

Attachment: FoPH Mariposa-Spend Plan (RES-2023-12 : Approve Future of Public Health Funding Annual

BUDGET ACTION FORM

FUND	DEP/DIV	ACCOUNT	DESCRIPTION	PROGRAM	INCREASE	DECREASE
3533	401	51111	Salary		265,762	
3533	401	52101	Retirement-Employer		12,364	
3533	401	52201	Medical Insurance		27,033	
3533	401	52202	Dental Insurance		2,109	
3533	401	52203	Vision Insurance		3,361	
3533	401	52205	Life Insurance		185	
3533	401	52208	Medical Insurance Admin Fee		75	
3533	401	52301	Social Security		16,477	
3533	401	52302	Medicare		3,854	
3533	401	52303	SDI		1,734	
3533	401	60111	Training/Seminars		5,000	
3533	401	80111	Transfer out Indirect		83,239	
3533	401	45063	State Revenue		(421,193)	
1001	401	49101	Transfer in Indirect		(83,239)	
1001	401	49101	Transfer in realignment fund 3392			(83,239)
3392	401	80111	Transfer out to 1001-401			83,239
3392	401	60201	Miscellaneous Expense		83,239	
				TOTALS	0	0

TRANSFER BETWEEN FUNDS					DEBIT	CREDIT
				TOTALS	0	0

ACTION REQUESTED: (Check all that apply)

( ) Budget appropriation is less than $50,000 and involves shifting funds between categories in the same account and fund. Board of Supervisors reviews all budget actions of this nature on a monthly basis.

(X) Budget appropriation by Board of Supervisors (4/5ths Vote Required): Amending revenues and expenses or transferring funds between funds or accounts within the General Fund or transferring appropriation from contingency.

DEPARTMENT HEAD SIGNATURE _____ DATE 12/9/22

AUDITOR SIGNATURE _____ DATE _____

COUNTY ADMINISTRATIVE OFFICER SIGNATURE _____ DATE _____

APPROVED BY RES NO. _____ CLERK _____ DATE _____

DEPARTMENT _____

AUDITOR'S USE ONLY
BA #

Budget Revision Form Revised 08/2020

Attachment: FoPH Budget Action (RES-2023-12 : Approve Future of Public Health Funding Annual Certification Agreement)

MARIPOSA COUNTY

HHS/Social Services · (209) 966-2000

RESOLUTION - ACTION REQUESTED 2023-13

MEETING: January 17, 2023

TO: The Board of Supervisors

FROM: Joe Lynch, Health & Human Services Agency Director

RE: Approve USDA Emergency Rural Health Care Grant

RECOMMENDATION AND JUSTIFICATION:
Approve the Receipt of the United States Department of Agriculture (USDA) Emergency Rural Health Care Grant; Authorize the Health and Human Services Agency (HHSA) Director to Sign the Grant Agreement; and Approve Budget Action Increasing Unanticipated Revenue and Appropriations in the Health and Human Services Budget ($216,445).

This Agreement is being signed by the Health and Human Services Agency Director at the request of the USDA.

The Rural Housing Services (RHS), a Rural Development agency of the United States Department of Agriculture (USDA), is providing grant funding appropriated under the American Rescue Act of 2021 for the establishment of the Emergency Rural Health Care Grant, Recovery Grants. Recovery grants offer support in the form of relief to address the economic conditions arising from the COVID-19 emergency, including food insecurity.

Mariposa County Health & Human Services Agency will utilize the grant funding to purchase capital expenditures to increase food delivery to older adults, 60+, throughout the county, and specifically into Greeley Hill, Coulterville, and Midpines, California. Capital expenditures include a food delivery truck to ensure appropriate temperature of hot and cold meals, mass food production packaging equipment due to the increase in meal service delivery to desert areas, and other kitchen equipment upgrades to the Mariposa County Senior Center for increased meal service production and distribution.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
On April 12, 2022, the Board of Supervisors approved the application for the USDA Emergency Rural Health Care Grant and authorized the Health & Human Services Agency Director to Sign the Grant, Res. 2022-231.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

If this agreement and budget actions are not approved, Mariposa County HHSA will not be able to accept the USDA Emergency Rural Health Care Grant funding to obtain the needed finances to expand the Senior Meals into North County and other rural destinations of the County.

FINANCIAL IMPACT:
There is no impact to the County General Fund. New revenue to be received under the grant will offset the cost of the grant activities.

ATTACHMENTS:
ERHC Letter of Condition (LOC) (PDF)
Amendment 1 to the Letter of Conditions (PDF)
Mariposa County Applicant Certification (DOCX)
Application for Federal Assistance SF - 424 (PDF)
Assurances - Non-Construction Programs SF-424B(PDF)
Disclosure of Lobbying Activities SF-LLL (PDF)
Form RD 400-1 Equal Opportunity Agreement (PDF)
Form RD 3570-03 Community Facilities Grant Agreement (PDF)
HHSA Commitment of Funding Letter (DOCX)
Budget Action Form (PDF)

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

USDA
United States Department of Agriculture

August 18, 2022

County of Mariposa Health and Human Services
Attn: Julianne Sims
5362 Lemee Lane
Mariposa, CA 95338

Subject: Letter of Conditions for an Emergency Rural Health Care Grant to Improve Food and Health Insecurity

Dear Ms.Sims,

This letter, with attachments, establishes conditions that must be understood and agreed to by the applicant before further consideration may be given to the application for assistance under the Emergency Rural Health Care (ERHC) Program. Any changes in project cost, source of funds, scope of services, or any other significant changes (this includes significant changes in the applicant's financial condition, operation, organizational structure or executive leadership) in the project or applicant must be reported to and approved by USDA Rural Development by written amendment to this letter. Any change not approved by USDA Rural Development will be cause for discontinuing processing of the application.

This letter is not to be considered as grant approval or as representation to the availability of funds. The application can be processed on the basis of a USDA Rural Development grant not to exceed $172,200. Funds for this project are provided by the Rural Housing Service (RHS).

Please complete and return the attached Form RD 1942-46, "Letter of Intent to Meet Conditions," and Form RD 1940-1, "Request for Obligation of Funds," within the next ten (10) days, if you desire that we give further consideration to your application. The execution of these and all other documents required by USDA Rural Development must be authorized by appropriate resolutions of the applicant's governing body.

The grant will be considered approved on the date Form RD 1940-1, "Request for Obligation of Funds," is mailed by USDA Rural Development.

The applicant should not make any announcement on being selected for this funding until this selection has been announced by the Agency. If a prior announcement is necessary, approval from the Agency will be obtained.

Rural Development • Salinas Office
744-A La Guardia Street • Salinas, CA 93905
Voice 831-975-7762 • Fax 844-206-7009 • TDD 530-792-5848

USDA is an equal opportunity provider, employer and lender.

Attachment: ERHC Letter of Condition (LOC) (RES-2023-13 : Approve USDA Emergency Rural Health Care Grant)

Project Budget—Based on Standard Form 424, "Application for Federal Assistance," the project cost and funding will be as follows:

a.	Project Cost	Total	USDA Grant	Applicant Injection
	Equipment	$84,552	$65,307	$65,307
	Vehicles	$106,893	$106,893	0
	Installation Contract	$25,000	0	$25,000
	Wages and Fringe Benefits	$96,871	0	$86,871
	TOTAL:	$313,316	$172,200	$141,116

b.	Source of Funds	
	Mariposa County	$141,116
	USDA Grant	$172,200
	TOTAL:	$313,316

Any changes in funding sources following obligation of Agency funds must be reported to the processing official. Project feasibility and funding will be reassessed if there is a significant change in project costs after bids are received. If actual project costs exceed the project cost estimates, an additional contribution by the borrower may be necessary.

Section I of the attached conditions (Items 1—8) must be satisfied prior to grant closing or before procurement begins, whichever occurs first, in either case not later than six (6) months from the date of this letter**. In the event the project has not advanced to the point of procurement within six (6) months, USDA Rural Development reserves the right to discontinue the processing of the application.**

In addition to the conditions in Sections I-III, the applicant must fully comply with all requirements on Form RD 3570-3, Community Facilities Grant Agreement. The Agency reserves the right to cancel funds if the applicant does not fully comply with all requirements as presented or subsequently modified, as needed.

If you have any questions, feel free to contact this office.

Sincerely,

ESTHER DE LA CRUZ
Digitally signed by ESTHER DE LA CRUZ
Date: 2022.08.18 16:34:24 -07'00'

Esthe De La Cruz
Area Specialist

cc: Lisa Butler, Community Programs Director, USDA Rural Development

Attachment: ERHC Letter of Condition (LOC) (RES-2023-13 : Approve USDA Emergency Rural Health Care Grant)

ATTACHMENT TO LETTER OF CONDITIONS

SECTION I. CONDITIONS TO BE SATISFIED PRIOR TO GRANT CLOSING OR BEFORE PROCURMENT BEGINS, WHICHEVER OCCURS FIRST

1. **Applicant Certification**

a. The applicant must certify that it will not use Emergency Rural Health Care Grant funds to reimburse expenses or losses that have been reimbursed from other sources or that other sources are obligated to reimburse.

b. The applicant must certify that grant funds will be used to support health care or nutritional assistance needs in correlation with the COVID-19 pandemic.

2. **Additional Certifications Required for Obligation (if applicable)** – Rural Development has identified the following documents which must be executed prior to obligation:

a. Form SF424 Application for Federal Assistance

b. Form SF-424B, "Assurances – Non-Construction Programs" link available here: https://www.grants.gov/forms/sf-424-family.html.

c. Form SF-LLL, "Disclosure Form to Report Lobbying," if applicable, link available here: https://www.grants.gov/forms/sf-424-family.html.

d. Form RD 400-1, "Equal Opportunity Agreement," link available here: https://forms.sc.egov.usda.gov.

e. Provide proof that Clearinghouse was notified

f. Proivde 2021 Audit **and** current financials (Balance Sheet and Income and Expense Statement) no later than 90 days old.

g. Certification from a certified public account (CPA) that these staffing expenses have not been reimbursed from other Federal or state resources.

3. **Disbursement of Funds**

a. The applicant will provide evidence that funds from other sources will be made available for the project cost in the amount of $141,116. This evidence should include a copy of the loan/grant award that addresses how funds will be disbursed.

b. The applicant's contribution of funds toward the project cost shall be considered the first funds expended After providing for all authorized costs, any remaining RHS project funds will be considered RHS grant funds and refunded to RHS.

Attachment: ERHC Letter of Condition (LOC) (RES-2023-13 : Approve USDA Emergency Rural Health Care Grant)

c. Agency funds will not be used to pre-finance funds committed to the project from other sources.

4. **Security Requirements**

a. The applicant will be required to complete and execute Form RD 3570-03, "Community Facilities Grant Agreement" before grant funds are disbursed.

b. The grantee understands that any sale or transfer of property is subject to the interest of the United States Government in the market value in proportion to its participation in the project as provided by 2 CFR part 200 as adopted by USDA through 2 CFR part 400 in effect at this time and as may be subsequently modified.

5. **Insurance and Bonding Requirements**—The applicant must provide evidence of adequate fidelity bond insurance by grant closing or start of construction, whichever occurs first. Adequate coverage, in accordance with USDA Rural Development's regulations, must then be maintained for the life of the grant. It is the responsibility of the applicant and not that of USDA Rural Development to assure that adequate insurance and fidelity bond coverage is maintained. Applicants are encouraged to review coverage amounts and deductible provisions with their attorney, consulting architect, and/or insurance provider(s).

a. Property Insurance—Fire and extended coverage will be required on all above-ground structures, including applicant-owned equipment and machinery housed therein. Provide USDA Rural Development with proof of coverage.

b. Workers' Compensation Insurance—The applicant will be required to carry workers' compensation insurance for all employees in accordance with state law. Provide USDA Rural Development with proof of coverage.

c. General liability and vehicular coverage must be maintained—Provide USDA Rural Development with proof of coverage.

6. **Civil Rights & Equal Opportunity**— The grantee has received an award of Federal funding and is required to comply with U.S. statutory and public policy requirements, including but not limited to:

a. **Age Discrimination Act of 1975** – This Act (42 U.S.C. 6101 et seq.) provides that no person in the United States shall on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

b. Agency financial programs must be extended without regard to race, color, religion, sex, national origin, marital status, age, or physical or mental handicap. The recipient must display posters (provided by the Agency) informing users of these requirements,

Attachment: ERHC Letter of Condition (LOC) (RES-2023-13 : Approve USDA Emergency Rural Health Care Grant)

and the Agency will monitor the recipient's compliance with these requirements during regular compliance reviews.

c. As a recipient of Rural Development funding, you are required to post a copy of the Non-Discrimination Statement listed below in your office and in include in full, on all materials produced for public information, public education, and public distribution both print and non-print.

Non-Discrimination Statement

"This institution is an equal opportunity provider and employer."

If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, found online at https://www.ocio.usda.gov/document/ad-3027, or at any USDA office, or call (866) 632-9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter to us by mail at U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, S.W., Stop 9410, Washington, D.C. 20250-9410, by fax (202) 690-7442 or email at program.intake@usda.gov.

If the material is too small to permit the full statement to be included, the material at a minimum includes the statement in print size no smaller than the text that "This institution is an equal opportunity provider and employer."

7. **Environmental Reviews**— The project as proposed has been evaluated to be consistent with the National Environmental Policy Act. Other Federal, State, tribal, and local laws, regulations and or permits may apply or be required. During any stage of project development, including construction, should environmental issues develop which require mitigation measures, USDA Rural Development applicants are required to notify USDA Rural Development and comply with such mitigation measures. Failure by an applicant to implement mitigation measures may disqualify the project from Agency funding. Mitigation measures identified or prepared as part of the NEPA environmental process must be implemented. If the project or any project element deviates from or is modified from the originally-approved project, additional environmental review may be required.

8. **Electronic Funds Transfer**—All grant funds will be transferred to grantees via Electronic Funds Transfer/Automated Clearinghouse Systems (EFT/ACH). Normal transfers will be ACH, with money being placed in the grantees account two business days after the USDA processing office approves the pay request. The applicant must submit the Electronic Funds Transfer Form containing the banking (ACH) information to the USDA Servicing Office at least 45 days prior to the date of grant closing. Failure to do so could delay grant closing.

Attachment: ERHC Letter of Condition (LOC) (RES-2023-13 : Approve USDA Emergency Rural Health Care Grant)

SECTION II. GRANT CONDITIONS TO BE SATISFIED DURING PROCUREMENT

1. **Disbursement of Grant Funds**—USDA Rural Development funds will be disbursed as they are needed in the amount(s) necessary to cover the Rural Development proportionate share of obligation due and payable to the Grantee.

2. **SemiAnnual Reporting**— The applicant must monitor and provide a semi nnual reports to USDA Rural Development on actual performance for each project financed, or to be financed, in whole or in part with USDA Rural Development funds.

3. **Final Inspection**—A final inspection will be made by USDA Rural Development on the component USDA is financing before final payment is made.

4. **Excess Funds**—Any remaining funds must be utilized for approved purposes within 60 days following the final inspection or the funds will be canceled without further notification from USDA Rural Development.

SECTION III. GRANT CONDITIONS TO BE SATISFIED AFTER PROJECT COMPLETION

1. **Financial Statements—**To be submitted on an annual basis in accordance with the following:

    a. An annual audit under the Single Audit Act is required if the recipient expends $750,000 or more in Federal financial assistance per fiscal year. The total Federal funds expended from all sources shall be used to determine Federal financial assistance expended. Expenditures of interim financing are considered Federal expenditures.

    All audits are to be performed in accordance with 2 CFR Part 200, Subpart F, as adopted by USDA through 2 CFR Part 400. Further guidance on preparing an acceptable audit can be obtained from the Agency. The audit must be prepared by an independent licensed Certified Public Accountant, or a State or Federal auditor if allowed by State law, and must be submitted within 9 months of the recipients fiscal year end.

    b. For local governments and Indian tribes, an audit in accordance with State or local law or regulation or regulatory agency requirements must be submitted when you expend less than $750,000 in Federal financial assistance per fiscal year. These audits shall be submitted to USDA no later than 150 days after the end of the borrower's fiscal year.

    c. All borrowers exempt from USDA audit requirements and who do not otherwise have annual audits, will within 60 days following the end of the borrower's fiscal year furnish USDA with annual financial statements, consisting of a verification

Attachment: ERHC Letter of Condition (LOC) (RES-2023-13 : Approve USDA Emergency Rural Health Care Grant)

of the organization's balance sheet and statement of income and expenses. The recipient may use Form RD 442-2, "Statement of Budget, Income and Equity," and 442-3, "Balance Sheet," or similar format to provide the financial information.

2. **Audit agreement**—If you are required to obtain the services of a licensed Certified Public Accountant (CPA), you must enter into a written audit agreement with the auditor. The audit agreement may include terms and conditions that you and auditor deem appropriate.

Attachment: ERHC Letter of Condition (LOC) (RES-2023-13 : Approve USDA Emergency Rural Health Care Grant)

USDA
United States Department of Agriculture

December 13, 2022

AMENDMENT NO. 1 TO THE LETTER OF CONDITIONS DATED August 18, 2022

County of Mariposa Health and Human Services
Attn: Baljit Hundal
5362 Lemee Lane
Mariposa, CA 95338

Subject: Amendment to Letter of Conditions for an Emergency Rural Health Care Grant to Improve Food and Health Insecurity

Dear Baljit,

The following conditions from the original Letter of Conditions dated August 18, 2022 are amended as follows:

Project Budget—Based on Standard Form 424, "Application for Federal Assistance," the project cost and funding will be as follows:

a.

Project Cost	Total	USDA Grant	Mariposa Contribution
Equipment	$84,552	$65,307	$19,245
Vehicles	$106,893	$106,893	0
Installation Contract	$25,000	0	$25,000
Wages and benefits	$96,871	0	$96,871
Total	$313,316	$172,200	$141,116

b.

Source of Funds	
Mariposa County	$141,116
USDA Grant	$172,200
Total	$313,316

All other conditions remain unchanged.

Please contact me if you have any questions.

Sincerely,

ESTHER DE LA CRUZ
Digitally signed by ESTHER DE LA CRUZ
Date: 2022.12.13 17:19:52 -08'00'

Esther De La Cruz,
Community Programs Specialist

Cc: **Lisa Butler**, Community Facilities Programs Director

Rural Development • Salinas Office
744 A LaGuardia Street • Salinas, CA 93905
Voice 831-975-7762 • Fax 844-206-7009 • TDD TDD 530-792-5848

USDA is an equal opportunity provider, employer and lender.

Attachment: Amendment 1 to the Letter of Conditions (RES-2023-13 : Approve USDA Emergency Rural Health Care Grant)

Mariposa County
Health & Human Services Agency
Healthy. Safe. Thriving.

Attachment: Mariposa County Applicant Certification (RES-2023-13 : Approve USDA Emergency Rural Health Care Grant)

January 11, 2023

Esther De La Cruz, Area Specialist
Salinas Office, Rural Development
United States Department of Agriculture
744 La Guardia Street
Salinas, CA 93905

Re: / Subject: Applicant Certification for Emergency Rural Health Care (ERHC) grant

Dear Ms. De La Cruz,

Mariposa County Health & Human Services Agency applied for the Emergency Rural Health Care (ERHC) grant. This letter is to serve as certification of conditions to be satisfied as per the Letter of Conditions.

Mariposa County Health & Human Services Agency attests that funding from the Emergency Rural Health Care Grant will not be used to reimburse expenses or losses that have been reimbursed from any other funding sources.

Mariposa County Health & Human Services Agency will use Emergency Rural Health Care grant funding to support the increased need for nutritional assistance in the county due to the COVID-19 pandemic.

Sincerely,

Joe Lynch
Director
Mariposa County Health & Human Services Agency

OMB Number: 4040-0004
Expiration Date: 03/31/2012

Application for Federal Assistance SF-424

* 1. Type of Submission:	* 2. Type of Application:	* If Revision, select appropriate letter(s):
☐ Preapplication	☑ New	
☑ Application	☐ Continuation	• Other (Specify)
☐ Changed/Corrected Application	☐ Revision	

* 3. Date Received:	4. Applicant Identifier:
Completed by Grants.gov upon submission.	

5a. Federal Entity Identifier:	* 5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:	7. State Application Identifier:

8. APPLICANT INFORMATION:

• a. Legal Name: County of Mariposa

* b. Employer/Taxpayer Identification Number (EIN/TIN):	* c. Organizational DUNS:
94-6000880	071859607

d. Address:

• Street 1:	5362 Lemee Lane
Street 2:	
* City:	Mariposa
County/Parish:	Mariposa
* State:	California
Province:	
* Country:	USA: UNITED STATES
• Zip / Postal Code:	95338

e. Organizational Unit:

Department Name:	Division Name:
Health and Human Services	Human Services

f. Name and contact information of person to be contacted on matters involving this application:

Prefix:		* First Name:	Joe
Middle Name:			
• Last Name:	Lynch		
Suffix:			

Title: Director

Organizational Affiliation:
Mariposa County Health and Human Services Agency

* Telephone Number:	(209) 966-2000	Fax Number:	(209) 966-8251

* Email: jlynch@mariposacounty.org

Attachment: Application for Federal Assistance SF - 424 (RES-2023-13 : Approve USDA Emergency Rural Health Care Grant)

Application for Federal Assistance SF-424

9. Type of Applicant I - Select Applicant Type:

County Government

Type of Applicant 2- Select Applicant Type:

Type of Applicant 3- Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

Rural Housing Services (RHS) (USDA)

11. Catalog of Federal Domestic Assistance Number:

10.766

CFDA Title:

Community Facilities Loans and Grants

*** 12. Funding Opportunity Number:**

USDA-RHS-ERHC-2021

* Title:

The American Rescue Plan Act Emergency Rural Health Care (ERHC) Grant Program

13. Competition Identification Number:

n/a

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachments | Delete Attachments | View Attachments

*** 15. Descriptive Title of Applicant's Project:**

Mariposa County is applying for the ERHC Grant, Track One: Recovery Grant, to increase access to food and improve community health outcomes as it relates to food insecurity.

Attach supporting documents as specified in agency instructions.

Add Attachments | Delete Attachments | View Attachments

Attachment: Application for Federal Assistance SF - 424 (RES-2023-13 : Approve USDA Emergency Rural Health Care Grant)

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant: CA-004

* b. Program/Project: CA-004

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachments | Delete Attachments | View Attachments

17. Proposed Project:

* a. Start Date: 12-15-2022

* b. End Date: 12-15-2024

18. Estimated Funding ($):

* a. Federal	$172,000.00
* b. Applicant	$141,116.00
* c. State	
* d. Local	
* e. Other	
* f. Program Income	
* g. TOTAL	$313,116.00

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

☑ a. This application was made available to the State under the Executive Order 12372 Process for review on 04-12-2022 .

☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.

☐ c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (if "Yes", provide explanation.)**

☐ Yes ☑ No

If "Yes, provide explanation and attach.

Add Attachments | Delete Attachments | View Attachments

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances ** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

☑ **** I AGREE**

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix:	
* First Name:	Joe
Middle Name:	
* Last Name:	Lynch
Suffix:	
* Title:	Director
*Telephone Number:	(209) 966-2000
Fax Number:	(209) 966-8251
* Email:	jlynch@mariposacounty.org
* Signature of Authorized Representative:	
* Date Signed:	

Attachment: Application for Federal Assistance SF - 424 (RES-2023-13 : Approve USDA Emergency Rural Health Care Grant)

OMB Approval No. 0348-0040

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewir instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions fo reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact th awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If suc is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.

2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

Attachment: Assurances - Non-Construction Programs SF-424B (RES-2023-13 : Approve USDA Emergency Rural Health Care Grant)

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.

10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE Director
APPLICANT ORGANIZATION Mariposa County Health & Human Services Agency	DATE SUBMITTED

Standard Form 424B (Rev. 7-97) Back

Attachment: Assurances - Non-Construction Programs SF-424B (RES-2023-13 : Approve USDA Emergency Rural Health Care Grant)

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C.1352

Approved by OMB
0348-0046

1. * Type of Federal Action:
- [ ] a. contract
- [x] b. grant
- [ ] c. cooperative agreement
- [ ] d. loan
- [ ] e. loan guarantee
- [ ] f. loan insurance

2. * Status of Federal Action:
- [ ] a. bid/offer/application
- [x] b. initial award
- [ ] c. post-award

3. * Report Type:
- [x] a. initial filing
- [ ] b. material change

4. Name and Address of Reporting Entity:

[x] Prime [ ] SubAwardee

** Name* Mariposa County Health & Human Services Agency

** Street 1* 5362 Lemee Lane *Street 2*

** City* Mariposa *State* California *Zip* 95338

Congressional District, if known:

5. If Reporting Entity in No.4 is Subawardee, Enter Name and Address of Prime:

6. * Federal Department/Agency:
USDA Rural Housing Services (RHS)

7. * Federal Program Name/Description:
USDA Rural Housing Services (RHS)

CFDA Number, *if applicable:*

8. Federal Action Number, *if known:*

9. Award Amount, *if known:*
$

10. a. Name and Address of Lobbying Registrant:

Prefix ** First Name* n/a *Middle Name*

** Last Name* n/a *Suffix*

** Street 1* 5362 Lemee Lane *Street 2*

** City* Mariposa *State* California *Zip* 95338

b. Individual Performing Services (including address if different from No. 10a)

Prefix ** First Name* n/a *Middle Name*

** Last Name* n/a *Suffix*

** Street 1* 5362 Lemee Lane *Street 2*

** City* Mariposa *State* California *Zip* 95338

11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when the transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

*** Signature:**

***Name:** *Prefix* ** First Name* Joe *Middle Name*

** Last Name* Lynch *Suffix*

Title: Director **Telephone No.:** 209-966-2000 **Date:**

Federal Use Only:

Authorized for Local Reproduction
Standard Form - LLL (Rev. 7-97)

Attachment: Disclosure of Lobbying Activities SF-LLL (RES-2023-13 : Approve USDA Emergency Rural Health Care Grant)

Form RD 400-1
(Rev. 5-00)

UNITED STATES DEPARTMENT OF AGRICULTURE

FORM APPROVED
OMB No. 0575-0018

EQUAL OPPORTUNITY AGREEMENT

This agreement, dated _____ between
Mariposa County
(herein called "Recipient" whether one or more) and United States Department of Agriculture (USDA), pursuant to the rules and regulations of the Secretary of Labor (herein called the 'Secretary') issued under the authority of Executive Order 11246 as amended, witnesseth:

In consideration of financial assistance (whether by a loan, grant, loan guaranty, or other form of financial assistance) made or to be made by the USDA to Recipient, Recipient hereby agrees, if the cash cost of construction work performed by Recipient or a constructio contract financed with such financial assistance exceeds $10,000 - unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965.

1. To incorporate or cause to be incorporated into any contract for construction work, or modification thereof, subject to the relevai rules, regulations, and orders of the Secretary or of any prior authority that remain in effect, which is paid for in whole or in part with th aid of such financial assistance, the following "Equal Opportunity Clause":

During the performance of this contract, the contractor agrees as follows:

(a) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex o national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited, to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contrac agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the USDA setting forth the provisions of this nondiscrimination clause.

(b) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

(c) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreemen or other contract or understanding, a notice, to be provided by the USDA, advising the said labor union or workers' representative of the contractor's commitments under this agreement and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) The contractor will comply with all provisions of Executive Order 11246 of September 24,1965, and of all rules, regulations and relevant orders of the Secretary of Labor.

(e) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, rules, regulations, and orders, or pursuant thereto, and will permit access to his books, records, and accounts by the USDA Civil Rights Office, and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(f) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rule regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedur authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by Law.

(g) The contractor will include the provisions of paragraph 1 and paragraph (a) through (g) in every subcontract or purchase orde unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Or No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the USDA may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the contractor becom involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the USDA, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collections is 0575-0018. The time required to complete this information collection is estimated to average 10 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

Attachment: Form RD 400-1 Equal Opportunity Agreement (RES-2023-13 : Approve USDA Emergency Rural Health Care Grant)

2. To be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the organization so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.
3. To notify all prospective contractors to file the required 'Compliance Statement', Form RD 400-6, with their bids.
4. Form AD-425, Instructions to Contractors, will accompany the notice of award of the contract. Bid conditions for all nonexempt federal and federally assisted construction contracts require inclusion of the appropriate "Hometown" or "Imposed" plan affirmative action and equal employment opportunity requirements. All bidders must comply with the bid conditions contained in the invitation to be considered responsible bidders and hence eligible for the award.
5. To assist and cooperate actively with USDA and the Secretary in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and rules, regulations, and relevant orders of the Secretary, that will furnish USDA and the Secretary such information such as , but not limited to, Form AD-560, Certification of Nonsegregated Facilities, to submit the Monthly Employment Utilization Report, Form CC-257, as they may require for the supervision of such compliance, and that it will otherwise assist USDA in the discharge of USDA's primary responsibility for securing compliance.
6. To refrain from entering into any contract or contract modification subject to such Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and Federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by USDA or the Secretary of Labor pursuant to Part II, Subpart D, of the Executive Order.
7. That if the recipient fails or refuses to comply with these undertakings, the USDA may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the organization under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such organization; and refer the case to the Department of Justice for appropriate legal proceedings.

Signed by the Recipient on the date first written above.

Mariposa County Health & Human Serv. Recipient

Recipient

(CORPORATE SEAL)

Mariposa County Health & Human Services
Name of Corporate Recipient

Attest:

Secretary

By

President

Attachment: Form RD 400-1 Equal Opportunity Agreement (RES-2023-13 : Approve USDA Emergency Rural Health Care Grant)

Form RD 3570-3
(Rev. 5-99)

Form Approved
OMB No. 0575-0173

United States Department of Agriculture
Rural Housing Service

COMMUNITY FACILITIES GRANT AGREEMENT

THIS GRANT AGREEMENT (Agreement) dated _____ , _____, is a contract for receipt of grant funds under the Community Facility Grant program (7 C.F.R. part 3570, subpart B). These requirements do not supersede the applicable requirements for receipt of Federal funds stated in 7 C.F.R. parts 3015, "Uniform Federal Assistance Regulations," 3016 "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," or 3019, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and other Nonprofit Organizations." Further, 7 C.F.R. part 3570, subpart B, and all relevant regulatory requirements apply to applicants whether contained in here or not.

BETWEEN Mariposa County Health & Human Services Agency

a public body, nonprofit corporation, or Indian tribe (Grantee) and the United States of America acting through the Rural Housing Service (RHS), Department of Agriculture, (Grantor)

WITNESSETH:

All references herein to "Project" refer to a community facility to serve a rural community generally known as Mariposa County Health & Human Services Agency. The principal amount of the grant is $ 172,000.00 (Grant Funds) which is 55 percent of Project costs.

WHEREAS

Grantee has determined to undertake the acquisition, construction, enlargement, capital improvement, or purchase of equipment for a project with a total estimated cost of $ 313,316.00. Grantee is able to finance and has committed $ 141,116.00 of Project costs.

The Grantor has agreed to give the Grantee the Grant Funds, subject to the terms and conditions established by the Grantor. Provided, however, that any Grant Funds actually advanced and not needed for grant purposes shall be returned immediately to the Grantor. The Grantor may terminate the grant in whole, or in part, at any time before the date of completion, whenever it is determined that the Grantee has failed to comply with the conditions of this Agreement or the applicable regulation.

As a condition of this Agreement, the Grantee assures and certifies that it is in compliance with and will comply in the course of the Agreement with all applicable laws, regulations, Executive Orders, and other generally applicable requirements, including those contained in 7 C.F.R. § 3015.205(b), which are incorporated into this agreement by reference, and such other statutory provisions as are specifically contained herein.

NOW, THEREFORE, in consideration of said grant;

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0575-0173. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Agriculture, Clearance Officer, OIRM, AG Box 7630, Washing ton, D.C. 20250; and to the Office of Management and Budget, Paper work Reduction Project (OMB No. 0575-0173), Washington, D.C. 20503. Please DO NOT RETURN this form to either of these addresses. Forward to Rural Development only.

Attachment: Form RD 3570-03 Community Facilities Grant Agreement (RES-2023-13 : Approve USDA Emergency Rural Health Care Grant)

Grantee agrees that Grantee will:

A. Cause said Project to be constructed within the total sums available to it, including Grant Funds, in accordance with any architectural or engineering reports, and any necessary modifications, prepared by Grantee and approved by Grantor;

B. Provide periodic reports as required by Grantor and permit periodic inspection of the Project by a representative of the Grantor. For grant-only Projects, Form SF-269, "Financial Status Report," and a project performance report will be required on a quarterly basis (due 15 working days after each of each calendar quarter). A final project performance report will be required with the last "Financial Status Report." The final report may serve as the last quarterly report. Grantees shall constantly monitor performance to ensure that time schedules are being met, projected work by time periods is being accomplished, and other performance objectives are being achieved. The project performance reports shall include, but not limited to, the following:

1. A comparison of actual accomplishments to the objectives established for that period;

2. Reasons why established objectives were not met;

3. Problems, delays, or adverse conditions which will affect attainment of overall project objectives, prevent meeting time schedules or objectives, or preclude the attainment of particular project work elements during established time periods. This disclosure shall be accomplished by a statement of the action taken or planned to resolve the situation; and

4. Objectives and timetables established for the next reporting period .

C. Manage, operate, and maintain the facility, including this Project if less than the whole of said facility, continuously in an efficient and economical manner;

D. Not use grant funds to replace any financial support previously provided or assured from any other source. The Grantee agrees that the Grantee's level of expenditure for the Project shall be maintained and not reduced as a result of Grant Funds;

E. Make the public facility or services available to all persons in Grantee's service area without discrimination as to race, color, religion, sex, national origin, age, marital status, or physical or mental disability at reasonable rates, including assessments, taxes, or fees. Grantee may make modifications as long as they are reasonable and nondiscriminatory;

F. To execute any agreements required by Grantor which Grantee is legally authorized to execute. If any such agreement has been executed by Grantee as a result of a loan being made to Grantee by Grantor contemporaneously with the making of this grant, that agreement applies equally to the grant and another identical agreement need not be executed in connection with this grant;

G. Upon any default under its representations or agreements contained in this instrument, Grantee, at the option and demand of Grantor, will immediately repay to Grantor the Grant Funds with any legally permitted interest from the date of the default. Default by the Grantee will constitute termination of the grant thereby causing cancellation of Federal assistance under the grant. The provisions of this Agreement may be enforced by Grantor, at its option and without regard to prior waivers of previous defaults by Grantee, by judicial proceedings to require specific performance of the terms of this Agreement or by such other proceedings in law or equity, in either Federal or State courts, as may be deemed necessary by Grantor to assure compliance with the provisions of this Agreement and the laws and regulations under which this grant is made;

Attachment: Form RD 3570-03 Community Facilities Grant Agreement (RES-2023-13 : Approve USDA Emergency Rural Health Care Grant)

H. Use the real property including land, improvements, structures, and appurtenances thereto, for authorized purposes of the grant as long as needed;

1. Title to real property shall vest in the Grantee subject to the condition that the Grantee shall use the real property for the authorized purpose of the original grant as long as needed.

2. The Grantee shall obtain Grantor's approval to use the real property in other projects when the Grantee determines that the property is no longer needed for the original grant purposes. Use in other projects shall be limited to those under other Federal grant programs or programs that have purposes consistent with those authorized for support by the Grantor.

3. When the real property is no longer needed, as provided in paragraphs 1 and 2 above, the Grantee shall request disposition instructions from the Grantor. The Grantor will observe the following rules in the disposition instructions:

(a) The Grantee may be permitted to retain title after it compensates the Federal government in an amount computed by applying the Federal percentage of participation in the cost of the original Project to the fair market value of the property;

(b) The Grantee may be directed to sell the property under guidelines provided by the Grantor and pay the Federal government an amount computed by applying the Federal percentage of participation in the cost of the original Project to the proceeds from sale (after deducting actual and reasonable selling and fix-up expenses, if any, from the sales proceeds). When the Grantee is authorized or required to sell the property, proper sales procedures shall be established that provide for competition to the extent practicable and result in the highest possible return;

(c) The Grantee may be directed to transfer title to the property to the Federal government provided that in such cases the Grantee shall be entitled to compensation computed by applying the Grantee's percentage of participation in the cost of the program or Project to the current fair market value of the property;

This Grant Agreement covers the following described real property (use continuation sheets as necessary).

I. Abide by the following conditions pertaining to equipment which is furnished by the Grantor or acquired wholly or in part with Grant Funds. Equipment means 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. A Grantee may use its own definition of equipment provided that such definition would at least include all equipment as defined below:

1. Use of equipment.

(a) The Grantee shall use the equipment in the Project for which it was acquired as long as needed. When no longer needed for the original project, the Grantee shall use the equipment in connection with its other federally sponsored activities, if any, in the following order of priority:

(i) Activities sponsored by the Grantor.

(ii) Activities sponsored by other Federal agencies.

Attachment: Form RD 3570-03 Community Facilities Grant Agreement (RES-2023-13 : Approve USDA Emergency Rural Health Care Grant)

(b) During the time that equipment is held for use on the project for which it was acquired, the Grantee shall make it available for use on other projects if such other use will not interfere with the work on the project for which the property was originally acquired. First preference for such other use shall be given to Grantor sponsored projects. Second preference will be given to other federally sponsored projects.

2. Disposition of equipment. When the Grantee no longer needs the property as provided in paragraph 1 (a) and (b) above, the equipment may be sold or used for other activities in accordance with the following standards:

(a) Equipment with a current fair market value of less than $5,000. The Grantee may use the property for other activities without reimbursement to the Federal government or sell the property and retain the proceeds.

(b) Equipment with a current fair market value of $5,000 or more. The Grantee may retain the property for other uses provided that compensation is made to the Grantor. The amount of compensation shall be computed by applying the percentage of Federal participation in the cost of the original Project to the current fair market value of the property. If the Grantee has no need for the equipment and the equipment has further use value, the Grantee shall request disposition instructions from the Grantor.

(c) The Grantor shall determine whether the equipment can be used to meet RHS or its successor agency's requirements. If no such requirements exist, the availability of the property shall be reported, in accordance with the guidelines of the Federal Property Management Regulations (FPMR), to the General Services Administration by the Grantor to determine whether a requirement for the equipment exists in other Federal agencies. The Grantor shall issue instructions to the Grantee no later than 120 days after the Grantee's request and the following procedures shall govern:

(i) If so instructed or if disposition instructions are not issued within 120 calendar days after the Grantee's request, the Grantee shall sell the equipment and reimburse the Grantor an amount computed by applying to the sales proceeds the percentage of Federal participation in the cost of the original project or program. However, the Grantee shall be permitted to deduct and retain from the Federal share 10 percent of the proceeds or $500, whichever is less, for the Grantee's selling and handling expenses.

(ii) If the Grantee is instructed to ship the property elsewhere, the Grantee shall be reimbursed by the benefiting Federal agency with an amount which is computed by applying the percentage of the Grantee participation in the cost of the original grant Project or program to the current fair market value of the equipment plus any reasonable shipping or interim storage costs incurred.

(iii) If the Grantee is instructed to otherwise dispose of the equipment, the Grantee shall be reimbursed by the Grantor for such costs incurred in its disposition.

3. The Grantee's property management standards for equipment shall include:

(a) Property records which accurately provide for: a description of the equipment; manufacturer's serial number or other identification number; acquisition date and cost; source of the equipment; percentage (at the end of budget year) of Federal participation in the cost of the Project for which the equipment was acquired; location, use, and condition of the equipment and the date the information was reported; and ultimate disposition data including sales price or the method used to determine current fair market value if the Grantee reimburses the Grantor for its share.

Attachment: Form RD 3570-03 Community Facilities Grant Agreement (RES-2023-13 : Approve USDA Emergency Rural Health Care Grant)

(b) A physical inventory of equipment shall be taken and the results reconciled with the equipment records at least once every two years to verify the existence, current utilization, and continued need for the equipment.

(c) A control system shall be in effect to ensure adequate safeguards to prevent loss, damage, or theft of the equipment. Any loss, damage, or theft of equipment shall be investigated and fully documented.

(d) Adequate maintenance procedures shall be implemented to keep the equipment in good condition.

(e) Proper sales procedures shall be established for unneeded equipment which would provide for competition to the extent practicable and result in the highest possible return;

This Grant Agreement covers the following described equipment (use continuation sheets as necessary).

J. Provide Financial Management Systems which will include:

1. Accurate, current, and complete disclosure of the financial results of each grant. Financial reporting will be on an accrual basis.

2. Records which identify adequately the source and application of funds for grant-supported activities. Those records shall contain information pertaining to grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays, and income.

3. Effective control over and accountability for all funds, property, and other assets. Grantees shall adequately safeguard all such assets and shall ensure that they are used solely for authorized purposes.

4. Accounting records supported by source documentation.

K. Retain financial records, supporting documents, statistical records, and all other records pertinent to the grant for a period of at least three years after grant closing except that the records shall be retained beyond the three-year period if audit findings have not been resolved. Microfilm or photo copies or similar methods may be substituted in lieu of original records. The Grantor and the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Grantee's which are pertinent to the specific grant program for the purpose of making audits, examinations, excerpts, and transcripts;

L. Provide either an audit report, annual financial statements, or other documentation prepared in accordance with Grantor regulations to allow the Grantor to determine that funds have been used in compliance with the proposal, any applicable laws and regulations, and this Agreement;

M. Agree to account for and to return to Grantor interest earned on grant funds pending their disbursement for program purposes when the Grantee is a unit of local government. States and agencies or an instrumentality of a State shall not be held accountable for interest earned on Grant Funds pending their disbursement;

Attachment: Form RD 3570-03 Community Facilities Grant Agreement (RES-2023-13 : Approve USDA Emergency Rural Health Care Grant)

N. Not encumber, transfer or dispose of the property or any part thereof, furnished by the Grantor or acquired wholly or in part with Grantor funds without the written consent of the Grantor except as provided in item H and I; and

O. Not duplicate other Project purposes for which monies have been received, are committed, or are applied to from other sources (public or private).

Grantor Agrees That It:

A. Will make available to Grantee for the purpose of this Agreement not to exceed $ 172,000.00 which it will advance to Grantee to meet not to exceed 55 percent of the Project development costs in accordance with the actual needs of Grantee as determined by Grantor.

B. Will assist Grantee, within available appropriations, with such technical assistance as Grantor deems appropriate in planning the Project and coordinating the plan with local official comprehensive plans for essential community facilities and with any State or area plans for the area in which the project is located.

C. At its sole discretion and at any time may give any consent, deferment, subordination, release, satisfaction, or termination of any or all of Grantee's grant obligations, with or without valuable consideration, upon such terms and conditions as Grantor may determine to be (1) advisable to further the purpose of the grant or to protect Grantor's financial interest therein and (2) consistent with both the statutory purposes of the grant and the limitations of the statutory authority under which it is made.

Termination of This Agreement

This Agreement may be terminated for cause in the event of default on the part of the Grantee or for convenience of the Grantor and Grantee prior to the date of completion of the grant purpose. Termination for convenience will occur when both the Grantee and Grantor agree that the continuation of the Project will not produce beneficial results commensurate with the further expenditure of funds.

IN WITNESS WHEREOF, Grantee has this day authorized and caused this Agreement to be executed by

_____

and attested with its corporate seal affixed (if applicable) by

_____

Attest:
_____

By _____

(Title) _____

UNITED STATES OF AMERICA
RURAL HOUSING SERVICE

By _____
(Name) (Title)

Attachment: Form RD 3570-03 Community Facilities Grant Agreement (RES-2023-13 : Approve USDA Emergency Rural Health Care Grant)

Mariposa County
Health & Human Services Agency
Healthy. Safe. Thriving.

January 11, 2023

Esther De La Cruz, Area Specialist
Salinas Office, Rural Development
United States Department of Agriculture
744 La Guardia Street
Salinas, CA 93905

Re: / Subject: Mariposa County Emergency Rural Health Care Grant, Track One

Dear Ms. De La Cruz,

Mariposa County Health & Human Services Agency applied for the Emergency Rural Health Care (ERHC) grant to ask for funding related to increasing food access to improve community health.

This letter represents a commitment by Mariposa County Health & Human Services Agency (HHSA) to provide matching support for the Emergency Rural Health Care (ERHC) grant. The matching support is to be provided from the initial reward until reward is fulfilled.

Mariposa County Health & Human Services Agency will dedicate $141,116 cash using Agency revenue through 1991 Social Services Realignment. Attached is a journal subledger indicating a surplus in revenue.

Sincerely,

Joe Lynch
Director
Mariposa County Health & Human Services Agency
Enclosure: Mariposa County GL Journal Subledger Dashboard (58)

BUDGET ACTION FORM

FUND	DEP/DIV	ACCOUNT	DESCRIPTION	PROGRAM	INCREASE	DECREASE
3341	519	48189	Miscellaneous Revenue		(172,200)	
3341	519	49101	Transfer in realignment		(44,245)	
3341	519	70411	Staff Vehicles		106,893	
3341	519	60153	Special Department Supplies		25,128	
3341	519	60301	Professional Services		25,000	
3341	519	70211	Equipment-fixed assets		59,424	
3433	506	60201	Miscellaneous Expense			44,245
3433	506	80111	Transfer out		44,245	
				TOTALS	44,245	44,245

TRANSFER BETWEEN FUNDS					DEBIT	CREDIT
				TOTALS	0	0

ACTION REQUESTED: (Check all that apply)

( ) Budget appropriation is less than $50,000 and involves shifting funds between categories in the same account and fund. Board of Supervisors reviews all budget actions of this nature on a monthly basis.

(X) Budget appropriation by Board of Supervisors (4/5ths Vote Required): Amending revenues and expenses or transferring funds between funds or accounts within the General Fund or transferring appropriation from contingency.

DEPARTMENT HEAD SIGNATURE DATE 12/13/22

AUDITOR SIGNATURE DATE

COUNTY ADMINISTRATIVE OFFICER SIGNATURE DATE

APPROVED BY RES NO. CLERK DATE

DEPARTMENT

AUDITOR'S USE ONLY
BA #

Budget Revision Form Revised 08/2020

Attachment: Budget Action Form (RES-2023-13 : Approve USDA Emergency Rural Health Care Grant)

MARIPOSA COUNTY

Planning · 209-966-5151

MEETING: January 17, 2023

TO: The Board of Supervisors

FROM: Steve Engfer, Planner

RE: PAC Recognition of Service (Historic Sites and Creative Placemaking)

RECOMMENDATION AND JUSTIFICATION:
Recognize the Service of Will Fassett for his contributions to the Historic Sites and Records Preservation Commission, and Creative Placemaking Strategy Advisory Committee.

Fassett has resigned his position on both groups as he is no longer able to serve.

With this action there will be two vacancies on the Historic Sites and Records Preservation Commission AND two vacancies on the Creative Placemaking Strategy Advisory Committee.

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

BACKGROUND AND HISTORY OF BOARD ACTIONS:
Fassett was originally appointed November 2, 2021 to Historic Sites and Records Preservation Commission and was originally appointed on March 13, 2018 to the Creative Placemaking Strategy Advisory Committee.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Alternatives: None, other than negative action.
Negative Action: Do not recognize the service of this member.
.

FINANCIAL IMPACT:
None

ATTACHMENTS:
221206 Fassett Resignation HSRPC and CPSAC redacted (DOCX)
CPSAC Vacancy Notice (PDF)
HSRPC Vacancy Notice (PDF)

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

From: William Fassett [redacted]
Sent: Tuesday, December 6, 2022 1:21 PM
To: Carol Suggs <csuggs@mariposacounty.org>
Subject: [BULK] Resigning from County Committees
Importance: Low

Hi Carol,

I'm going to be resigning from my role on the Historic Sites and Creative Placemaking Committees as of December 31. I'm joining the County team and will be working as an Analyst in administration, so no more citizen's councils for me!

Excited to work with you even if it's tangentially...
Will

--
Will Fassett
(He/Him/His)
[redacted]

Attachment: 221206 Fassett Resignation HSRPC and CPSAC redacted (2023-3 : PAC Recognition of Service (Historic Sites and Creative

Mariposa County
Planning Department

STEVE ENGFER
Interim Planning Director

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

NOTICE OF TWO (2) SPECIAL VACANCIES ON THE CREATIVE PLACEMAKING STRATEGY ADVISORY COMMITTEE (CPSAC)

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

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

The purpose and functions of the CPSAC shall be to:

a. Help design and implement activities like workshops and open houses to involve the community in establishing Mariposa County's Creative Placemaking Strategy.
b. Provide insight into the kinds of placemaking projects, programs, and policies that can help achieve the General Plan's vision.
c. Coordinate with staff and consultants to inventory existing local placemaking resources, identify areas of opportunity, and provide other content to make the Creative Placemaking Strategy effective.
d. Provide periodic feedback to the Board of Supervisors regarding the success of the Creative Placemaking Strategy.

Membership terms are for 3 years, expiring the last day of February. One vacancy is to fill an unexpired term which ends February 28, 2025, and one is to fill an unexpired term which ends February 28, 2023, but if not filled until after February 28, 2023, the new expiration will be February 28, 2026.

Meetings of this committee are generally held on the 2nd Monday of the month at noon at the Mariposa County Government Center located at 5100 Bullion Street, Mariposa CA.

Persons interested in serving on the committee must complete an application which can be obtained at either the Mariposa County Planning Department or the Clerk of the Board's Office or can be found on-line at:
http://www.mariposacounty.org/DocumentCenter/View/39675/Committees-Application---blank-fillable?bidId= .
Completed applications need to be sent to the Clerk of the Board, by mail at P. O. Box 784, Mariposa, CA 95338,
For more Information visit the County Website or contact: Mikey Goralnik, Senior Community Design and Development Planner, Mariposa County Planning Department Telephone: (209) 742-2222; email: mgoralnik@mariposacounty.org

Posting Locations:

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

Posting Date: January 10, 2022 Deadline for Submission: Until Filled

Attachment: CPSAC Vacancy Notice (2023-3 : PAC Recognition of Service (Historic Sites and Creative Placemaking))

Mariposa County

Planning Department

STEVE ENGFER
Interim Planning Director

5100 Bullion Street
P.O. Box 2039
Mariposa, CA 95338

209-966-5151 FAX 209-742-5024
sengfer@mariposacounty.org
www.mariposacounty.org

NOTICE OF TWO (2) VACANCIES ON THE HISTORIC SITES AND RECORDS PRESERVATION COMMISSION

Two (2) At Large vacancies currently exist on the Historic Sites and Records Preservation Commission.

The purpose of this commission is to perform duties and responsibilities as set forth in Section 2.90.060 of the Mariposa County Code, including but not limited to:

- Maintaining a system for survey and inventory of historic properties.
- Overseeing the compiling, recording, and updating of information on cultural and historic resources within the county.
- Maintaining the official "Mariposa County List of Buildings or Structures, Sites and other Historical Resources with Special Historical or Architectural Significance".
- Publication of procedural rules for registering historic properties which are identified in the county historic and cultural resources survey program in the National Register of Historic Places in accordance with the requirements of the National Historic Preservation Act, section 101(c)(2).
- Reviewing all discretionary private development projects which may impact an historic or archaeological site in the county upon referral from the board of supervisors, planning commission, or a county department head.
- Reviewing all public projects undertaken by the county or other government agency which may impact an historic or archaeological site upon referral from the board of supervisors or a county department head.
- Reviewing county policies and ordinances which regulate or affect historic or archaeological sites and may make recommendations to the board on historic site preservation policies and ordinances.
- Review new names proposed for roads in the county-maintained system for historical significance and may make recommendations to the board of supervisors on the proposed road name.
- Evaluation of county records for measures to preserve such historical records.
- Recommendations to the Board of Supervisors measures designed to preserve and/or restore the integrity of historic buildings, structures, sites, and other historical resources.

Refer to Ordinance 1157 for complete description of duties and responsibilities.

The commission is an advisory group to the Mariposa County Board of Supervisors. Appointment terms are for three years and expire the last day of February. These positions are to fill positions for remaining terms which expire the last day of February 2024. Members shall have a demonstrated interest and/or knowledge of Mariposa County history and/or historic preservation.

Persons interested in serving on the committee must complete an application which can be obtained at either the Mariposa County Planning Department or the Clerk of the Board's Office or can be found on-line at: http://www.mariposacounty.org/DocumentCenter/View/39675/Committees-Application---blank-fillable?bidId= . Completed applications need to be sent to the Clerk of the Board, by mail at P. O. Box 784, Mariposa, CA 95338,

Posting Locations for this notice:
Mariposa History Center
Northern Mariposa County History Center
Mariposa County Library
Mariposa County Planning
Mariposa County Clerk
Mariposa County Courthouse
www.mariposacounty.org/planning

Notice Date:1/10/22 Deadline for Submission: Until filled

Attachment: HSRPC Vacancy Notice (2023-3 : PAC Recognition of Service (Historic Sites and Creative Placemaking))

MARIPOSA COUNTY

Planning · 209-966-5151

MEETING: January 17, 2023

TO: The Board of Supervisors

FROM: Sarah Williams, Planning Director

RE: PAC Recognitions Code Compliance Advisory Committee (CCAC)

RECOMMENDATION AND JUSTIFICATION:

Recognize the Service of Eileen Collins and Karen Smith, as Members of the Code Compliance Advisory Committee.

Both Collins and Smith are unable to continue to serve at this time.

With this action there will be 3 vacancies on this committee.

Appointments, term expirations/vacancies are advertised according to the Maddy Act.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

Collins was appointed to the committee on August 17, 2021.
Smith was appointed to the committee on August 17, 2021.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Alternatives: None, other than negative action.
Negative Action: Do not recognize the service of these members.

ATTACHMENTS:
221207 Collins email resignation redacted (DOCX)
221210 Smith email resignation redacted (DOCX)
221213 CCAC Vacancy Notice 3 (PDF)

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

From: [redacted]
Sent: Wednesday, December 7, 2022 7:55 AM
To: Karen Woblesky [redacted]
Cc: Steve Engfer <sengfer@mariposacounty.org>; Rosemarie Smallcombe <rsmallcombe@mariposacounty.org>
Subject: Eileen Collins Resignation from the CCAC

December 6, 2022

TO: Karen Woblesky, Chair CCAC
Steve Engfer, Interim Planning Director

FROM: Eileen Collins, Committee member, CCAC

SUBJECT: Resignation from the Code Compliance Advisory Committee (CCAC)

It is with regret that I submit my resignation from the CCAC effective January 1, 2023. I have accepted an extra-help position with the Building Department which will start after the first of the year. As this will be close to a full time position I feel that I will not have the time or energy to participate in the CCAC. Additionally, I personally feel that this could create a conflict of interest for me.

I've been honored to participate as a member of this committee. The quality and commitment of each and every committee member has been exemplary and I'm confident that the committee will continue to make advancements toward resolving the many issues of how the county should best resolve code compliance complaints in the future.

Thank you and good luck,
Eileen

Attachment: 221207 Collins email resignation redacted (2023-4 : PAC Recognitions Code Compliance Advisory Committee (CCAC))

-----Original Message-----
From: [redacted]
Sent: Saturday, December 10, 2022 1:48 PM
To: Karen Woblesky [redacted] Steve Engfer <sengfer@mariposacounty.org>
Subject: Resigation from Code Compliance Advisory Committee

Karen and Steve,

Please accept my resignation from the Mariposa County Code Compliance Advisory Committee. It has been and honor and quite eye opening to be a part of the initial group. Unfortunately, my travel plans for 2023 find me out of the country for much of the next year.

Best of luck to the committee and new members in helping to create new ways to battle code compliance issue!

Best,
Karen Smith

Attachment: 221210 Smith email resignation redacted (2023-4 : PAC Recognitions Code Compliance Advisory Committee (CCAC))

Mariposa County

STEVE ENGFER
Interim Planning Director

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

NOTICE OF VACANCIES ON THE CODE COMPLIANCE ADVISORY COMMITTEE (CCAC)

Three (3) vacancies currently exist on The Code Compliance Advisory Committee (CCAC). 1 (one) vacancy will fill a remaining term that will expire on February 28, 2025 and 2 (two) vacancies will fill remaining terms that will expire February 28, 2023. If those are filled after February 28, 2023 new terms will start for those positions which would expire February 28, 2025.

MEMBERSHIP REQUIREMENTS or CONSIDERATIONS include the following:

- Members shall reside in Mariposa County.
- Members shall take an interest in issues associated with code compliance procedures, code compliance processing and public education.
- Members may have special knowledge, expertise, or skills related to code compliance matters, including governmental procedures, county codes, development and construction permitting requirements, code compliance procedures and options, and/or legal matters. Such special knowledge, skills, or expertise is not mandatory to be appointed to the committee.
- The committee may call upon representatives of other organizations or departments, and the general public as resources on certain topics related to the purpose, tasks and responsibilities of the committee.

The PURPOSE AND TASKS of the CCAC include the following:

- Develop recommendations to the Board of Supervisors for an effective code compliance process and program.
- Develop recommendations for innovative public policy and programs that address residents' needs while also mitigating alleged violations.
- Support the work of staff in the conduct of fact finding and data gathering necessary to the CCAC to develop informed recommendations.
- Provide periodic assessment and evaluation of, and feedback to the Board of Supervisors regarding the success of an amended code compliance process and programs.

The RESPONSIBILITIES of the CCAC include the following:

- Review and understand local government structure (including but not limited to the roles and the authority of, and the relationships between the public, a citizens' advisory committee, County staff, the Planning Commission, and the Board of Supervisors).

Attachment: 221213 CCAC Vacancy Notice 3 (2023-4 : PAC Recognitions Code Compliance Advisory Committee (CCAC))

- Review and understand existing County Code provisions, including provisions for the Mariposa Planning Agency and code compliance, as well as adopted County policies related to code compliance.
- Review, understand and comply with the state's Brown Act requirements.
- Review and understand state law requirements for code compliance activities at a local level.
- Review and understand due process requirements.
- Review and understand current county code compliance cases, including the status of current cases, why certain cases aren't being resolved, typical compliance issues, etc.
- Review and learn about what other similar or neighboring jurisdictions do for code compliance.
- Determine if there are other ways to make the current processes and programs more effective, which, in addition to code amendments could include innovative ways to assist residents using resources such as, but not limited to volunteer efforts, community organizations, grants or other funding sources.

If you are interested in serving on the committee, please submit an application and Supplemental Questionnaire for the CCAC to: **Clerk of the Board PO Box 784 Mariposa, CA 95338**

DEADLINE FOR APPLICATIONS: Open Until Filled

Applications may be obtained at the following locations:

Planning Department, Government Center, 5100 Bullion Street, Mariposa, CA 95338 and **On-line** at: https://www.mariposacounty.org/DocumentCenter/View/91926/220414-Combo-application-supplemental-questionnaire?bidId=

For more Information visit the County Website or contact: Steve Engfer, Interim Planning Director Mariposa County Planning Department Telephone: (209) 966-5151; email:sengfer@mariposacounty.org

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

Posted: Mailed for posting on 12/13/22 ~ Leave posted until notified.

Attachment: 221213 CCAC Vacancy Notice 3 (2023-4 : PAC Recognitions Code Compliance Advisory Committee (CCAC))

MARIPOSA COUNTY

Planning · 209-966-5151

MEETING: January 17, 2023

TO: The Board of Supervisors

FROM: Steve Engfer, Planner

RE: Appointment of Planning Commissioner for District I (Supervisor Smallcombe)

RECOMMENDATION AND JUSTIFICATION:
Appoint Ed Walls as Planning Commissioner for District I for a term coinciding with the term of District I Supervisor, Rosemarie Smallcombe. Mr. Walls meets the qualifications and has expressed interest in continuing to serve on the Mariposa County Planning Commission.

This action is based on the recommendation of the District I Supervisor.

This position has been advertised according to the Maddy Act.

One application has been received for this position**.**

Note: There was a clerical error in the expiration dates and terms noticed for this position. Noticing showed an expiration date of December 31, 2022, however the vacancy date is January 2, 2023. Term was noticed to start on January 3, 2022, however term does not start until date of appointment.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

This position became vacant on January 2, 2023 as it coincided with the previously elected Supervisor for District I. That Supervisor was re-elected, therefore the Planning Commissioner for that district would need to be re-appointed.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Alternatives: Not accept the recommendation of the District I Supervisor and continue to advertise for a Planning Commissioner for District I.

Negative Action: Not appointing a Planning Commissioner for District I would result in District I not having representation on the Planning Commission.

ATTACHMENTS:

Agenda Item - No Resolution Requested 2023-5

Notice for Planning Commissioners Vacancies (PDF)
221212 Walls Redacted app (PDF)

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

NOTICE OF PLANNING COMMISSION VACANCIES as of December 31, 2022:

- One (1) member from Supervisorial District I
- One (1) member from Supervisorial District II
- One (1) member from Supervisorial District III

Please be advised that three vacancies will occur on the MARIPOSA COUNTY PLANNING COMMISSION, for the members representing Supervisorial Districts I, II and III.

Applicants are now being sought for appointment by the Mariposa County Board of Supervisors. The terms for the above vacancies will coincide with the terms of the newly elected Supervisors for those districts and start on January 3, 2023.

The purpose of the Commission is to conduct public hearings and act upon applications for subdivisions, use permits and variances; make environmental determinations in accordance with the provisions of the California Environmental Quality Act; act on appeals from decisions or determinations made by the Planning Director; and make recommendations to the Board of Supervisors on general plan and zoning amendment proposals, and Williamson Act applications. The Commission may also undertake special studies and prepare regulatory program recommendations as requested by the Board of Supervisors.

Appointed Commissioners must take an Oath of Office and file an annual Statement of Economic Interest with the Mariposa County Clerk.

Qualifications:

Applicants for District I must be qualified electors of Mariposa County and must reside within District I.
Applicants for District II must be qualified electors of Mariposa County and must reside within District II.
Applicants for District III must be qualified electors of Mariposa County and must reside within District III.

To apply: Individuals interested in serving on the Mariposa County Planning Commission must submit an application to Danielle Bondshu, Clerk of the Board, by mail at Post Office Box 784, Mariposa, California 95338 or e-mail to dbondshu@mariposacounty.org An application form and a map showing the boundaries of Districts I, II and III are available on-line at www.mariposacounty.org/263/Planning-Commission or from the Board of Supervisors Office at 5100 Bullion Street, Mariposa CA.

Deadline:	Open until filled.	
Posted:	December 1, 2022	
Posted Locations:	Mariposa County Clerk's Office Mariposa County Library Mariposa County Planning Department	mariposacounty.org

CC: Board of Supervisors

Attachment: Notice for Planning Commissioners Vacancies (2023-5 : Appointment of Planning Commissioner for District I (Supervisor

RECEIVED

DEC 12 2022

Mariposa County Planning Department

County of Mariposa

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

(209) 966-3222

Application for Appointment to Mariposa County

BOARDS, COMMISSIONS AND COMMITTEES

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

Name of Board, Commission or Committee for which you are applying: Planning Commission

Supervisorial District in which you Reside: District #1

Length of Residency in the County: 24 yrs

INSTRUCTIONS

Completely fill out this form, sign and return to:

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

First Name: Edward

Last Name: Walls

Mailing Address: [redacted]

Email Address: [redacted]

Are you Over 18 Years of Age: yes

Employment Status: Retired

Employer's Name:

Employer's Address:

Day Telephone Number: [redacted]

Cell Phone Number: [redacted]

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

Represent District 1 constituents & County Supervisor; Rosemarie Smallcombe

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

Planning Commission

NOTE: THIS DOCUMENT IS SUBJECT TO PUBLIC INSPECTION

Attachment: 221212 Walls Redacted app (2023-5 : Appointment of Planning Commissioner for District I (Supervisor Smallcombe))

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

I have been a Planning Commissioner for District #1 for 3½ years

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

If Yes, please explain:

No

Resumé Attached:	Time(s) you have available to attend meetings (days, evenings, etc.):	Do you have transportation?
yes	anytime	yes

* RESUME ON FILE.

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: 12/6/2022 Signature: Edward J Walls

NOTE: THIS DOCUMENT IS SUBJECT TO PUBLIC INSPECTION

Attachment: 221212 Walls Redacted app (2023-5 : Appointment of Planning Commissioner for District I (Supervisor Smallcombe))

Mariposa County
Planning Department

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

Supplement for Planning Commissioner Application

Qualifications for Planning Commission:

1. ***Applicant needs to be a qualified elector within the District, and***
2. ***Applicant must reside within the District***

Please review, complete and submit this with your application.

Time Commitment – To serve effectively, time is needed to prepare for and attend meetings. Regular Planning Commission meetings are twice a month, on Friday mornings, starting at 9:00 a.m. There are occasional special meetings. Time is required to prepare for meetings, including reviewing meeting packets (which can, at times, be extensive). Finally, time is required for training. Planning Commissioners are required to receive training in ethics and sexual harassment prevention.

Please describe any time constraints that would prevent you from serving effectively:

None

The completed application and supplement must be mailed to Mariposa County Board of Supervisors Office, 5100 Bullion Street, P. O. Box 784, Mariposa CA 95338 or emailed to the Clerk of the Board of Supervisors Danielle Bondshu at dbondshu@mariposacounty.org If you have any questions regarding Planning Commission responsibilities or qualifications, please contact the Planning Department at 209-966-5151. Additional sheets may be attached to respond to questions, submit a resume or submit a letter of interest.

By signing this application, I hereby confirm that:

1. **I am able to accommodate Planning Commission in my schedule.**
2. **I am a qualified elector in the District.**
3. **I reside within the District.**

Edward J Walls	#1	Dec 12, 2022
Applicant's Signature	District	Date

Attachment: 221212 Walls Redacted app (2023-5 : Appointment of Planning Commissioner for District I (Supervisor Smallcombe))

MARIPOSA COUNTY

Planning · 209-966-5151

MEETING: January 17, 2023

TO: The Board of Supervisors

FROM: Steve Engfer, Planner

RE: Appointment of Planning Commissioner for District II (Supervisor Poe)

RECOMMENDATION AND JUSTIFICATION:
Appoint Warren Gray as Planning Commissioner for District II for a term coinciding with the term of District II Supervisor, Shannon Poe. Mr. Gray meets the qualifications and has expressed interest in serving on the Mariposa County Planning Commission.

This action is based on the recommendation of the District II Supervisor.

This position has been advertised according to the Maddy Act.

Two applications have been received for this position**.**

Note: There was a clerical error in the expiration dates and terms noticed for this position. Noticing showed an expiration date of December 31, 2022, however the vacancy date is January 2, 2023. Term was noticed to start on January 3, 2022, however term does not start until the date of appointment.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

This position became vacant on December 31, 2022 as it coincided with the previously elected Supervisor for District II.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Alternatives: Not accept the recommendation of the District II Supervisor and continue to advertise for a Planning Commissioner for District II.

Negative Action: Not appointing a Planning Commissioner for District II would result in District II not having representation on the Planning Commission.

ATTACHMENTS:
Notice for Planning Commissioner Vacancies (PDF)
221219 Gray Redacted app (PDF)
221202 Wilmeth Redacted app (PDF)

Agenda Item - No Resolution Requested 2023-6

PUBLIC COMMENT ITEM # CA 17. Planning (PDF)

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

NOTICE OF PLANNING COMMISSION VACANCIES as of December 31, 2022:

- One (1) member from Supervisorial District I
- One (1) member from Supervisorial District II
- One (1) member from Supervisorial District III

Please be advised that three vacancies will occur on the MARIPOSA COUNTY PLANNING COMMISSION, for the members representing Supervisorial Districts I, II and III.

Applicants are now being sought for appointment by the Mariposa County Board of Supervisors. The terms for the above vacancies will coincide with the terms of the newly elected Supervisors for those districts and start on January 3, 2023.

The purpose of the Commission is to conduct public hearings and act upon applications for subdivisions, use permits and variances; make environmental determinations in accordance with the provisions of the California Environmental Quality Act; act on appeals from decisions or determinations made by the Planning Director; and make recommendations to the Board of Supervisors on general plan and zoning amendment proposals, and Williamson Act applications. The Commission may also undertake special studies and prepare regulatory program recommendations as requested by the Board of Supervisors.

Appointed Commissioners must take an Oath of Office and file an annual Statement of Economic Interest with the Mariposa County Clerk.

Qualifications:

Applicants for District I must be qualified electors of Mariposa County and must reside within District I.
Applicants for District II must be qualified electors of Mariposa County and must reside within District II.
Applicants for District III must be qualified electors of Mariposa County and must reside within District III.

To apply: Individuals interested in serving on the Mariposa County Planning Commission must submit an application to Danielle Bondshu, Clerk of the Board, by mail at Post Office Box 784, Mariposa, California 95338 or e-mail to dbondshu@mariposacounty.org An application form and a map showing the boundaries of Districts I, II and III are available on-line at www.mariposacounty.org/263/Planning-Commission or from the Board of Supervisors Office at 5100 Bullion Street, Mariposa CA.

Deadline:	Open until filled.	
Posted:	December 1, 2022	
Posted Locations:	Mariposa County Clerk's Office Mariposa County Library Mariposa County Planning Department	mariposacounty.org

CC: Board of Supervisors

Attachment: Notice for Planning Commissioner Vacancies (2023-6 : Appointment of Planning Commissioner for District II (Supervisor Poe))

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DEC 19 2022

BOARD OF SUPERVISORS

County of Mariposa

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

(209) 966-3222

Application for Appointment to Mariposa County

BOARDS, COMMISSIONS AND COMMITTEES

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

Name of Board, Commission or Committee for which you are applying: Planning Commission

Supervisorial District in which you Reside: D2

Length of Residency in the County: 18 years

INSTRUCTIONS

Completely fill out this form, sign and return to:

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

First Name: Warren

Last Name: Gray

Mailing Address: [redacted]

Email Address: [redacted]

Are you Over 18 Years of Age: yes

Employment Status: retired

Employer's Name:

Employer's Address:

Day Telephone Number:

Cell Phone Number: [redacted]

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

To help with the growth of the county

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

none

NOTE: THIS DOCUMENT IS SUBJECT TO PUBLIC INSPECTION

Last Modified: 11/ /2013

Attachment: 221219 Gray Redacted app (2023-6 : Appointment of Planning Commissioner for District II (Supervisor Poe))

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

none

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

If Yes, please explain:

no

Resumé Attached :	Time(s) you have available to attend meetings (days, evenings, etc.):	Do you have transportation?
	Any day except Saturday	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: 12/9/2022 Signature: [signature]

NOTE: THIS DOCUMENT IS SUBJECT TO PUBLIC INSPECTION

Attachment: 221219 Gray Redacted app (2023-6 : Appointment of Planning Commissioner for District II (Supervisor Poe))

Mariposa County
Planning Department

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

Supplement for Planning Commissioner Application

Qualifications for Planning Commission:

1. ***Applicant needs to be a qualified elector within the District, and***
2. ***Applicant must reside within the District***

Please review, complete and submit this with your application.

Time Commitment – To serve effectively, time is needed to prepare for and attend meetings. Regular Planning Commission meetings are twice a month, on Friday mornings, starting at 9:00 a.m. There are occasional special meetings. Time is required to prepare for meetings, including reviewing meeting packets (which can, at times, be extensive). Finally, time is required for training. Planning Commissioners are required to receive training in ethics and sexual harassment prevention.

Please describe any time constraints that would prevent you from serving effectively:
none

The completed application and supplement must be mailed to Mariposa County Board of Supervisors Office, 5100 Bullion Street, P. O. Box 784, Mariposa CA 95338 or emailed to the Clerk of the Board of Supervisors Danielle Bondshu at dbondshu@mariposacounty.org If you have any questions regarding Planning Commission responsibilities or qualifications, please contact the Planning Department at 209-966-5151. Additional sheets may be attached to respond to questions, submit a resume or submit a letter of interest.

By signing this application, I hereby confirm that:

1. **I am able to accommodate Planning Commission in my schedule.**
2. **I am a qualified elector in the District.**
3. **I reside within the District.**

Applicant's Signature	District	Date
[redacted]	2	12/14/22

Attachment: 221219 Gray Redacted app (2023-6 : Appointment of Planning Commissioner for District II (Supervisor Poe))

RECEIVED

DEC 0 2 2022

Mariposa County Planning Department

County of Mariposa

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

(209) 966-3222

Application for Appointment to Mariposa County

BOARDS, COMMISSIONS AND COMMITTEES

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

Name of Board, Commission or Committee for which you are applying: Planning Commission

Supervisorial District in which you Reside: 2

Length of Residency in the County: 18 yrs +

INSTRUCTIONS

Completely fill out this form, sign and return to:

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

First Name: Leo

Last Name: Wilmeth

Mailing Address:

Email Address:

Are you Over 18 Years of Age: Yes

Employment Status: Retired

Employer's Name:

Employer's Address:

Day Telephone Number:

Cell Phone Number:

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

Have a voice in the future of Mariposa County while bringing my past construction and safety experience to add value to the commission.

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

Mariposa County District 2 Planning Commissioner, 2021-2022

NOTE: THIS DOCUMENT IS SUBJECT TO PUBLIC INSPECTION

Attachment: 221202 Wilmeth Redacted app (2023-6 : Appointment of Planning Commissioner for District II (Supervisor Poe))

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

Two years as District 2 Planning Commissioner.
Project manager, Vietnam Veterans of Oregon Memorial Fund, 1986-1987: Came on board a group that was $500,000 in debt, managed to develop volunteer and cost-only participants, resulted in Memorial being built in Portland's Forest Park with money left for ongoing maintenance.
Fifteen years with Washington and Oregon Highway departments as an inspector on major highway and bridge projects.
Five years with a private consulting firm working with CalTrans on roadway projects primarily as traffic safety and control coordinator.
Twelve years with Teichert Materials and Construction as a construction and mining safety specialist, leading development of safety training programs.
Four years as a noise, dust, and environment testing consultant for Teichert Materials.
One year as a safety consultant to GraniteRock (Watsonville) on all their projects from Big Sur to San Francisco.
Seven years as a charter pilot, instructor, line pilot, and safety representative in general aviation in Pacific Northwest.

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

If Yes, please explain:

No.

Resumé Attached:
Yes

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

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: 30 NOV 2022 Signature: [signature]

NOTE: THIS DOCUMENT IS SUBJECT TO PUBLIC INSPECTION

Attachment: 221202 Wilmeth Redacted app (2023-6 : Appointment of Planning Commissioner for District II (Supervisor Poe))

MARIPOSA PLANNING

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

SUPPLEMENTAL QUESTIONS FOR APPLICATION FOR PLANNING COMMISSIONER

Please submit a completed standard application form along with this supplement for consideration.

Qualifications: Applicant needs to be a qualified elector and reside within the Supervisorial District (see map).

Name of Applicant: Leo J. "Jack" Wilmeth Application for District: 2

Do you reside in the District? Yes Are you a qualified elector in the District? Yes

Statement of Interest – Why do you wish to serve on this Commission? What motivates you to consider public service as a Planning Commissioner?

A desire to add value to the community and county by bringing my experiences in plans planning, construction, safety, and public communications to the County.

Having experienced a close personal loss in May, 2020, I now have a great deal of time on my hands, and want to spend some of that time in service to the County.

Two years of experience as a Planning Commissioner have made it clear that continuity in the Commission is key to understanding and implementing the County standards and goals.

Previous Public Service – Have you ever served on a government decision-making body, advisory committee, or community group? If yes, please give details.

I was the project manager and operations officer for the Vietnam Veterans of Oregon Memorial Fund in Portland, Oregon.In 1986, as I stepped into the position, the Fund was $500,000 in debt, with the city officials very upset and developing opposition to the

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

Attachment: 221202 Wilmeth Redacted app (2023-6 : Appointment of Planning Commissioner for District II (Supervisor Poe))

project. Within six months, I had established a cadre of volunteer and cost-only participants, balanced the budget, and saw the project completed by November 1987.

Time Commitment – To serve effectively, a certain amount of time is needed. Regular Planning Commission meetings are twice a month, on Friday mornings, starting at 9:00 a.m. There are occasional special meetings. Preparation time is required prior to meetings.

Please confirm that you will be able to accommodate the Planning Commission in your schedule. Please describe any time constraints that would prevent you from attending Planning Commission Meetings on a regular basis, or from spending the time necessary before meetings to review the extensive materials which can be part of the agenda packets.

I have no time commitments except for the need to be home every night for my animals. If evening meetings are needed, I can make accommodations to attend.

Conflict of Interest – If appointed to the Planning Commission, are you aware of any current activities, interests or associations of that you are involved with that might conflict with your unbiased service on the Commission? Please explain how you would resolve any apparent conflicts.

I have no conflicts of interest.

Additional sheets may be attached to the application to respond to the questions. A resume or letter of interest may also be attached to the application.

The completed application must be mailed to Mariposa County Board of Supervisors Office, 5100 Bullion Street, P. O. Box 784, Mariposa CA 95338 or emailed to the Clerk of the Board of Supervisors Rene' LaRoche at rlaroche@mariposacounty.org If you have any questions regarding Planning Commission responsibilities or qualifications please contact the Planning Department at 209-966-5151.

Signature

30 NOV 2022
Date

Attachment: 221202 Wilmeth Redacted app (2023-6 : Appointment of Planning Commissioner for District II (Supervisor Poe))



For the best experience, open this PDF portfolio in Acrobat X or Adobe Reader X, or later.

Get Adobe Reader Now!

Attachment: PUBLIC COMMENT ITEM # CA 17.

MARIPOSA COUNTY

Planning · 209-966-5151

MEETING: January 17, 2023

TO: The Board of Supervisors

FROM: Steve Engfer, Planner

RE: Appointment of Planning Commissioner for District III (Supervisor Toso)

RECOMMENDATION AND JUSTIFICATION:
Appoint Mick Herman as Planning Commissioner for District III for a term coinciding with the term of District III Supervisor, Danette Toso. Mr. Herman meets the qualifications and has expressed interest in continuing serving on the Mariposa County Planning Commission.

This action is based on the recommendation of the District III Supervisor.

This position has been advertised according to the Maddy Act.

One application has been received for this position**.**

Note: There was a clerical error in the expiration dates and terms noticed for this position. Noticing showed an expiration date of December 31, 2022, however the vacancy date is January 2, 2023. Term was noticed to start on January 3, 2022, however term does not start until the date of appointment.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
This position became vacant on December 31, 2022 as it coincided with the previously elected Supervisor for District III.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Alternatives: Not accept the recommendation of the District III Supervisor and continue to advertise for a Planning Commissioner for District III.

Negative Action: Not appointing a Planning Commissioner for District III would result in District III not having representation on the Planning Commission.

ATTACHMENTS:
Notice for Planning Commissioner Vacancies (PDF)
221209 Herman Redacted app (PDF)

Agenda Item - No Resolution Requested 2023-7

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

NOTICE OF PLANNING COMMISSION VACANCIES as of December 31, 2022:

- One (1) member from Supervisorial District I
- One (1) member from Supervisorial District II
- One (1) member from Supervisorial District III

Please be advised that three vacancies will occur on the MARIPOSA COUNTY PLANNING COMMISSION, for the members representing Supervisorial Districts I, II and III.

Applicants are now being sought for appointment by the Mariposa County Board of Supervisors. The terms for the above vacancies will coincide with the terms of the newly elected Supervisors for those districts and start on January 3, 2023.

The purpose of the Commission is to conduct public hearings and act upon applications for subdivisions, use permits and variances; make environmental determinations in accordance with the provisions of the California Environmental Quality Act; act on appeals from decisions or determinations made by the Planning Director; and make recommendations to the Board of Supervisors on general plan and zoning amendment proposals, and Williamson Act applications. The Commission may also undertake special studies and prepare regulatory program recommendations as requested by the Board of Supervisors.

Appointed Commissioners must take an Oath of Office and file an annual Statement of Economic Interest with the Mariposa County Clerk.

Qualifications:

Applicants for District I must be qualified electors of Mariposa County and must reside within District I.
Applicants for District II must be qualified electors of Mariposa County and must reside within District II.
Applicants for District III must be qualified electors of Mariposa County and must reside within District III.

To apply: Individuals interested in serving on the Mariposa County Planning Commission must submit an application to Danielle Bondshu, Clerk of the Board, by mail at Post Office Box 784, Mariposa, California 95338 or e-mail to dbondshu@mariposacounty.org An application form and a map showing the boundaries of Districts I, II and III are available on-line at www.mariposacounty.org/263/Planning-Commission or from the Board of Supervisors Office at 5100 Bullion Street, Mariposa CA.

Deadline:	Open until filled.	
Posted:	December 1, 2022	
Posted Locations:	Mariposa County Clerk's Office Mariposa County Library Mariposa County Planning Department	mariposacounty.org

CC: Board of Supervisors

RECEIVED

DEC 09 2022

Mariposa County Planning Department

County of Mariposa

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

(209) 966-3222

Application for Appointment to Mariposa County

BOARDS, COMMISSIONS AND COMMITTEES

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

Name of Board, Commission or Committee for which you are applying: PLANNING COMMISSION

Supervisorial District in which you Reside: 3

Length of Residency in the County: 24 YEARS

INSTRUCTIONS

Completely fill out this form, sign and return to:

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

First Name: MICK

Last Name: HERMAN

Mailing Address:

Email Address:

Are you Over 18 Years of Age: YES

Employment Status: RETIRED

Employer's Name:

Employer's Address:

Day Telephone Number:

Cell Phone Number:

Please explain why you wish to serve on this Board/Commission/Committee:
I'VE BEEN ON THE PLANNING COMMISSION FOR 7 YEARS AND I HAVE A LOT MORE TO GIVE OUR CITIZENS.

Please list prior/current appointments to other Boards/Commissions/Committees:
CURRENTLY ON THE PLANNING COMMISSION. FORMER COMMANDER OF THE LOCAL AMERICAN LEGION POST. FORMER CHAIR OF THE TOWN OF MARIPOSA PARKS + REC COMMITTEE.

NOTE: THIS DOCUMENT IS SUBJECT TO PUBLIC INSPECTION

Attachment: 221209 Herman Redacted app (2023-7 : Appointment of Planning Commissioner for District III (Supervisor Toso))

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

CURRENTLY ON THE PLANNING COMMISSION
GRADUATE OF UCSB (1967)
FORMALLY US NAVY, SERVED IN VIET NAM WAR
FORMER PRESIDENT OF M+K ENTERPRISES
FORMER PRESIDENT OF PRECISION INDUSTRIAL COATING, CORP
FORMER PRESIDENT OF A-1 PLUMBING + HEATING
FORMER PRESIDENT MOTHERLOAD RIDE CLUB
GENERAL MANAGER ROYAL POLYNESIAN STORES CALIF. + HAWAII

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

If Yes, please explain:

NO

Resumé Attached:	**Time(s) you have available to attend meetings (days, evenings, etc.):**	**Do you have transportation?**
	ANY TIME	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: Mick Ider

NOTE: THIS DOCUMENT IS SUBJECT TO PUBLIC INSPECTION

Attachment: 221209 Herman Redacted app (2023-7 : Appointment of Planning Commissioner for District III (Supervisor Toso))

Mariposa County
Planning Department

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

Supplement for Planning Commissioner Application

Qualifications for Planning Commission:

1. ***Applicant needs to be a qualified elector within the District, and***
2. ***Applicant must reside within the District***

Please review, complete and submit this with your application.

Time Commitment – To serve effectively, time is needed to prepare for and attend meetings. Regular Planning Commission meetings are twice a month, on Friday mornings, starting at 9:00 a.m. There are occasional special meetings. Time is required to prepare for meetings, including reviewing meeting packets (which can, at times, be extensive). Finally, time is required for training. Planning Commissioners are required to receive training in ethics and sexual harassment prevention.

Please describe any time constraints that would prevent you from serving effectively:
I HAVE NO TIME CONSTRAINTS.

The completed application and supplement must be mailed to Mariposa County Board of Supervisors Office, 5100 Bullion Street, P. O. Box 784, Mariposa CA 95338 or emailed to the Clerk of the Board of Supervisors Danielle Bondshu at dbondshu@mariposacounty.org If you have any questions regarding Planning Commission responsibilities or qualifications, please contact the Planning Department at 209-966-5151. Additional sheets may be attached to respond to questions, submit a resume or submit a letter of interest.

By signing this application, I hereby confirm that:

1. **I am able to accommodate Planning Commission in my schedule.**
2. **I am a qualified elector in the District.**
3. **I reside within the District.**

Applicant's Signature	District	Date
[signature]	3	12/3/2022

Attachment: 221209 Herman Redacted app (2023-7 : Appointment of Planning Commissioner for District III (Supervisor Toso))

MARIPOSA COUNTY

Public Works · 209-966-2498

RESOLUTION - ACTION REQUESTED 2023-14

MEETING: January 17, 2023

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works & Transportation

RE: Approve Budget Action Recognizing Unanticipated Revenue in Fund 6610 - Airport. ($82,000)

RECOMMENDATION AND JUSTIFICATION:

Approve Budget Action Recognizing Unanticipated Revenue and Increasing Revenue and Expense in the Airport Budget from State fuel flowage fees for Cal Fire helicopters during the Oak Fire ($82,000).

The Mariposa/Yosemite Airport received $82,000 owed by the State from fuel flowage fees for Cal Fire helicopters staged at the airport during the Oak Fire.

Increasing revenue and expense provides a pathway for the airport fund to pay the FBO (Airbornne Aviation) for their portion of the fuel flowage fee per their agreement.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

It is a matter of routine for the Board to recognize unanticipated revenue and to increase revenue and expense by the amount of the revenue received.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Negative action would require determining another means of providing payment of $40,000 to the FBO.

FINANCIAL IMPACT:
After payment to Airborrne Aviation for their share of $82,000, the county budget increases by $42,000.

ATTACHMENTS:
Budget Action - FY22-23 Fund 6610 Airport Revenue - Oak Fire (PDF)

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

REF ID# 13583

BUDGET ACTION FORM

FUND	DEPT/DIV	ACCOUNT	DESCRIPTION	PROJECT	INCREASE	DECREASE
6610	303	48185	Gas Sales		($82,000)	
6610	303	60201	Miscellaneous Expense		$82,000	
TRANSFER BETWEEN FUNDS						
				TOTALS	$0	$0

ACTION REQUESTED: (Check all that apply)

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

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

JUSTIFICATION: Recognize unanticipated revenue; increase expense

DEPT HEAD SIGNATURE _____ DATE: 11/28/22

APPROVED BY RES NO. _____ CLERK _____ DATE

6610 Airport

AUDITOR'S USE ONLY
BA#

Budget Action Form Revised 11/95

Attachment: Budget Action - FY22-23 Fund 6610 Airport Revenue - Oak Fire (RES-2023-14 : Approve Budget Action Recognizing Unanticipated

MARIPOSA COUNTY

Public Works · 209-966-2498

RESOLUTION - ACTION REQUESTED 2023-15

MEETING: January 17, 2023

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works & Transportation

RE: Ratify West Whitlock Road Emergency Repairs (4/5Ths Vote Required)

RECOMMENDATION AND JUSTIFICATION:

Ratify the Agreement with SCCI for the West Whitlock Road Emergency Repairs which were Completed on December 14th, 2022; and Find the Project Meets All Emergency Requirements Pursuant to the Public Contract Code Section 22050 and that the Emergency Did Not Permit a Delay Resulting from a Competitive Solicitation for Bids, and that the Action was Necessary to Respond to the Emergency.

A significant winter storm event passed through the region on Saturday December 10 through Sunday December 11, 2022. Sunday night, Roads crew identified a culvert failure on West Whitlock Road between 5582 West Whitlock (Whitlock Gap) to approximately 5361 West Whitlock Road. The road was immediately closed due to unsafe road conditions.

After a site inspection on Monday December 12, 2022, it was determined that the CMP culvert was undermined, and the roadway eroded due to flooding and its condition was classified as emergency work. SCCI of Catheys Valley visited the site Monday afternoon and mobilized a crew the following day. The road was repair and reopened after two days on Wednesday December 14, 2022.

The County pays emergency work using a time and materials methodology with a fixed profit. A contract was executed within Director of Public Works and Transportations authority with a not to exceed amount of $20,000. The final contract price was $16,995.86.

This project is statutorily exempt from CEQA under Section 15269.

The scope of the emergency procurement must be limited to only what is necessary to address the needs of the emergency. Staff terminated the emergency action upon securing the roadway and is resuming compliance with formal bidding requirements. A future project will be bid to construct a reinforced concrete headwall and repave the damaged portion of road.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

Public Contract Code Section 22050 (a)(1) states, “In the case of an emergency, a

public agency, pursuant to a four-fifths vote of its governing body, may repair or replace a public facility, take any directly related and immediate action required by that emergency, and procure the necessary equipment, services, and supplies for those purposes, without giving notice for bids to let contracts." Further, Public Contract Code Section 22050 (c)(1) requires staff to report on the emergency at its next regularly scheduled meeting and every 14 days thereafter until the emergency is terminated.

This is the first and final update.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

If the Board does not review this action and determine, by a four-fifths vote, that there is a need for the emergency action, the emergency contracting procedures contained in Public Contract Code Sections 22050 may not be utilized.

FINANCIAL IMPACT:

This damaged occurred prior to the State and Federally declared Atmospheric River Event beginning on December 27, 2022. The repairs will be paid from the Roads Fund.

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

MARIPOSA COUNTY

Public Works · 209-966-2498

RESOLUTION - ACTION REQUESTED 2023-16

MEETING: January 17, 2023

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works & Transportation

RE: Approve Indian Peak Road Emergency Repairs (4/5Ths Vote Required)

RECOMMENDATION AND JUSTIFICATION:

Approve an Agreement with Keith Williams Excavation for the Indian Peak Road Emergency Repairs; Authorize the Board of Supervisors Chair to sign the Agreement (Subject to Approval as to Legal Form by County Counsel); and find the project meets all emergency requirements pursuant to the Public Contract Code Section 22050 and that the emergency did not permit a delay resulting from a competitive solicitation for bids, and that the action was necessary to respond to the emergency.

An ongoing Atmospheric River storm event caused significant damage on Indian Peak Road beginning December 31, 2022. Italian Creek overtopped its bank and washed out the road between the 4200 block of Indian Peak Rd to Sierra Vista. The road was immediately closed.

After a site inspection on Sunday January 1, 2023, it was determined that the road was damaged due to flooding and its condition was classified as emergency work. Keith Williams Excavation of Mariposa visited the site on Monday January 2nd and mobilized a crew the following day. Subsequent damage to the road occurred on Monday January 9, and the contractor continues to work on reestablish the road.

The County pays emergency work using a time and materials methodology with a fixed profit. The contract includes a not to exceed maximum amount of $400,000.

This project is statutorily exempt from CEQA under Section 15269.

The scope of the emergency procurement must be limited to only what is necessary to address the needs of the emergency. Staff intends to terminate the emergency action upon securing the roadway and is resuming compliance with formal bidding requirements. A future project will be bid to repave the damaged portion of road.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

Public Contract Code Section 22050 (a)(1) states, “In the case of an emergency, a public agency, pursuant to a four-fifths vote of its governing body, may repair or replace a public facility, take any directly related and immediate action required by that emergency, and procure the necessary equipment, services, and supplies for

those purposes, without giving notice for bids to let contracts." Further, Public Contract Code Section 22050 (c)(1) requires staff to report on the emergency at its next regularly scheduled meeting and every 14 days thereafter until the emergency is terminated.

This is the first update. The next update to the Board of Supervisors will occur on January 24, 2023.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

If the Board does not review this action and determine, by a four-fifths vote, that there is a need for the emergency action, the emergency contracting procedures contained in Public Contract Code Sections 22050 may not be utilized.

FINANCIAL IMPACT:

These repairs are a part of the State and Federally declared Atmospheric River Event beginning on December 27, 2022. Local match will be paid from the Roads Fund.

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

MARIPOSA COUNTY

Public Works · 209-966-2498

RESOLUTION - ACTION REQUESTED 2023-17

MEETING: January 17, 2023

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works & Transportation

RE: Approve Allred Road Emergency Repairs (4/5Ths Vote Required)

RECOMMENDATION AND JUSTIFICATION:

Approve an Agreement with Palmer Tractor for the Allred Road Emergency Repairs; Authorize the Board of Supervisors Chair to sign the Agreement (Subject to Approval as to Legal Form by County Counsel); and find the project meets all emergency requirements pursuant to the Public Contract Code Section 22050 and that the emergency did not permit a delay resulting from a competitive solicitation for bids, and that the action was necessary to respond to the emergency.

An ongoing Atmospheric River storm event caused significant damage on the upper portion of Allred Road on Monday January 9, 2023. A CMP culvert was washed downstream of its original location prohibiting motorist from traveling Allred Road approximately 1 mile from Highway 140. The road was immediately closed.

After a site inspection on Tuesday January 10, 2023, it was determined that the road was damaged due to flooding and its condition was classified as emergency work. Palmer Tractor of Catheys Valley visited the site Tuesday afternoon and mobilized a crew on Thursday January 12, 2023. The Contractor continues to work on reestablish the road.

The County pays emergency work using a time and materials methodology with a fixed profit. The contract includes a not to exceed maximum amount of $50,000.

This project is statutorily exempt from CEQA under Section 15269.

The scope of the emergency procurement must be limited to only what is necessary to address the needs of the emergency. Staff intends to terminate the emergency action upon securing the roadway and is resuming compliance with formal bidding requirements. A future project will be bid to construct a reinforced concrete headwall.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

Public Contract Code Section 22050 (a)(1) states, “In the case of an emergency, a public agency, pursuant to a four-fifths vote of its governing body, may repair or replace a public facility, take any directly related and immediate action required by that emergency, and procure the necessary equipment, services, and supplies for

those purposes, without giving notice for bids to let contracts." Further, Public Contract Code Section 22050 (c)(1) requires staff to report on the emergency at its next regularly scheduled meeting and every 14 days thereafter until the emergency is terminated.

This is the first update. The next update to the Board of Supervisors will occur on January 24, 2023.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

If the Board does not review this action and determine, by a four-fifths vote, that there is a need for the emergency action, the emergency contracting procedures contained in Public Contract Code Sections 22050 may not be utilized.

FINANCIAL IMPACT:

These repairs are a part of the State and Federally declared Atmospheric River Event beginning on December 27, 2022. Local match will be paid from the Roads Fund.

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

MARIPOSA COUNTY

Public Works · 209-966-2498

RESOLUTION - ACTION REQUESTED 2023-18

MEETING: January 17, 2023

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works & Transportation

RE: Approve Worman Road Emergency Repairs (4/5Ths Vote Required)

RECOMMENDATION AND JUSTIFICATION:

Approve an Agreement with SCCI for the Worman Road Emergency Repairs; Authorize the Board of Supervisors Chair to sign the Agreement (Subject to Approval as to Legal Form by County Counsel); and find the project meets all emergency requirements pursuant to the Public Contract Code Section 22050 and that the emergency did not permit a delay resulting from a competitive solicitation for bids, and that the action was necessary to respond to the emergency.

An ongoing Atmospheric River storm event caused significant damage to a portion of Worman Road approximately 600 ft past the end of pavement on Monday January 9, 2023. The road was immediately closed due to unsafe road conditions.

After a site inspection on Tuesday January 10, 2023, it was determined that a CMP culvert was undermined, and the roadway eroded due to flooding and its condition was classified as emergency work. SCCI of Catheys Valley visited the site Wednesday morning and mobilized a crew on Thursday January 12, 2023. The Contractor continues to work on reestablish the road.

The County pays emergency work using a time and materials methodology with a fixed profit. The contract includes a not to exceed maximum amount of $100,000.

This project is statutorily exempt from CEQA under Section 15269.

The scope of the emergency procurement must be limited to only what is necessary to address the needs of the emergency. Staff intends to terminate the emergency action upon securing the roadway and is resuming compliance with formal bidding requirements. A future project will be bid to construct a rock headwall and pipe riser.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

Public Contract Code Section 22050 (a)(1) states, “In the case of an emergency, a public agency, pursuant to a four-fifths vote of its governing body, may repair or replace a public facility, take any directly related and immediate action required by that emergency, and procure the necessary equipment, services, and supplies for those purposes, without giving notice for bids to let contracts.” Further, Public

Contract Code Section 22050 (c)(1) requires staff to report on the emergency at its next regularly scheduled meeting and every 14 days thereafter until the emergency is terminated.

This is the first update. The next update to the Board of Supervisors will occur on January 24, 2023.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

If the Board does not review this action and determine, by a four-fifths vote, that there is a need for the emergency action, the emergency contracting procedures contained in Public Contract Code Sections 22050 may not be utilized.

FINANCIAL IMPACT:

These repairs are a part of the State and Federally declared Atmospheric River Event beginning on December 27, 2022. Local match will be paid from the Roads Fund.

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

MARIPOSA COUNTY

Public Works · 209-966-2498

RESOLUTION - ACTION REQUESTED 2023-19

MEETING: January 17, 2023

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works & Transportation

RE: Approve Oak Road Bridge Emergency Repairs (4/5Ths Vote Required)

RECOMMENDATION AND JUSTIFICATION:

Approve an Agreement with George Reed for the Oak Road Bridge Emergency Repairs; Authorize the Board of Supervisors Chair to sign the Agreement (Subject to Approval as to Legal Form by County Counsel); and find the project meets all emergency requirements pursuant to the Public Contract Code Section 22050 and that the emergency did not permit a delay resulting from a competitive solicitation for bids, and that the action was necessary to respond to the emergency.

An ongoing Atmospheric River storm event caused significant damage to the Oak Road Bridge in Midpines on Monday January 9, 2023. The road was immediately closed due to unsafe conditions.

After a site inspection on Tuesday January 10, 2023, it was determined that the bridge was overtopped and the roadway abutments eroded due to flooding and its condition was classified as emergency work. The crossing is closed. George Reed of Modesto visited the site Tuesday and intends to mobilize a crew immediately. Work includes reconstructing and armoring the abutments and removing debris from the waterway.

The County pays emergency work using a time and materials methodology with a fixed profit. The contract includes a not to exceed maximum amount of $100,000.

This project is statutorily exempt from CEQA under Section 15269.

The scope of the emergency procurement must be limited to only what is necessary to address the needs of the emergency. Staff intends to terminate the emergency action upon securing the roadway and is resuming compliance with formal bidding requirements. The bridge is programmed for replacement through the Highway Bridge Program once Right-of-Way acquisitions are complete.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

Public Contract Code Section 22050 (a)(1) states, “In the case of an emergency, a public agency, pursuant to a four-fifths vote of its governing body, may repair or replace a public facility, take any directly related and immediate action required by

that emergency, and procure the necessary equipment, services, and supplies for those purposes, without giving notice for bids to let contracts." Further, Public Contract Code Section 22050 (c)(1) requires staff to report on the emergency at its next regularly scheduled meeting and every 14 days thereafter until the emergency is terminated.

This is the first update. The next update to the Board of Supervisors will occur on January 24, 2023.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

If the Board does not review this action and determine, by a four-fifths vote, that there is a need for the emergency action, the emergency contracting procedures contained in Public Contract Code Sections 22050 may not be utilized.

FINANCIAL IMPACT:

These repairs are a part of the State and Federally declared Atmospheric River Event beginning on December 27, 2022. Local match will be paid from the Roads Fund.

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

MARIPOSA COUNTY

Public Works · 209-966-2498

RESOLUTION - ACTION REQUESTED 2023-20

MEETING: January 17, 2023

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works & Transportation

RE: Approve Triangle Road Emergency Repairs (4/5Ths Vote Required)

RECOMMENDATION AND JUSTIFICATION:

Approve an Agreement with George Reed for the Triangle Road Emergency Repairs; Authorize the Board of Supervisors Chair to sign the Agreement (Subject to Approval as to Legal Form by County Counsel); and find the project meets all emergency requirements pursuant to the Public Contract Code Section 22050 and that the emergency did not permit a delay resulting from a competitive solicitation for bids, and that the action was necessary to respond to the emergency.

An ongoing Atmospheric River storm event caused significant damage to Triangle Road at Mile Post 15.39 on Monday January 9, 2023. The road was immediately closed due to unsafe conditions.

After a site inspection on Tuesday January 10, 2023, it was determined that the roadway was damaged due to flooding and its condition was classified as emergency work. The road is closed between 3968 Triangle Rd to Darrah Rd. George Reed of Modesto visited the site Tuesday and intends to mobilize a crew immediately. Work includes reconstructing a slope failure caused by excessive flows due to the Oak Fire.

The County pays emergency work using a time and materials methodology with a fixed profit. The contract includes a not to exceed maximum amount of $100,000.

This project is statutorily exempt from CEQA under Section 15269.

The scope of the emergency procurement must be limited to only what is necessary to address the needs of the emergency. Staff intends to terminate the emergency action upon securing the roadway and is resuming compliance with formal bidding requirements. A future project on Triangle Road is necessary to clean, evaluate and potentially reconstruct multiple culvert on Triangle Road, including the CMP at this location.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

Public Contract Code Section 22050 (a)(1) states, “In the case of an emergency, a public agency, pursuant to a four-fifths vote of its governing body, may repair or replace a public facility, take any directly related and immediate action required by

that emergency, and procure the necessary equipment, services, and supplies for those purposes, without giving notice for bids to let contracts." Further, Public Contract Code Section 22050 (c)(1) requires staff to report on the emergency at its next regularly scheduled meeting and every 14 days thereafter until the emergency is terminated.

This is the first update. The next update to the Board of Supervisors will occur on January 24, 2023.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

If the Board does not review this action and determine, by a four-fifths vote, that there is a need for the emergency action, the emergency contracting procedures contained in Public Contract Code Sections 22050 may not be utilized.

FINANCIAL IMPACT:

These repairs are a part of the State and Federally declared Atmospheric River Event beginning on December 27, 2022. Local match will be paid from the Roads Fund.

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

MARIPOSA COUNTY

Public Works · 209-966-2498

RESOLUTION - ACTION REQUESTED 2023-21

MEETING: January 17, 2023

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works & Transportation

RE: Approve Jerseydale Road Emergency Repairs (4/5Ths Vote Required)

RECOMMENDATION AND JUSTIFICATION:

Approve an Agreement with George Reed for the Jerseydale Road Emergency Repairs; Authorize the Board of Supervisors Chair to sign the Agreement (Subject to Approval as to Legal Form by County Counsel); and find the project meets all emergency requirements pursuant to the Public Contract Code Section 22050 and that the emergency did not permit a delay resulting from a competitive solicitation for bids, and that the action was necessary to respond to the emergency.

An ongoing Atmospheric River storm event caused significant damage to Jerseydale Road between Mile Posts 10.00 and 10.72 on December 31, 2022. The initial damage only impacted the shoulders and had not escalated to emergency levels. Motorist were able to travel the road and staff worked every day to maintain the culverts and preserve the remaining road. On Monday, January 9th, excessive rain caused a full road closure and the culverts could no longer be cleared.

After a site inspection on Tuesday, January 10, 2023, it was determined that the roadway was damaged due to excessive flooding and its condition was classified as emergency work and no longer safe to motorists. George Reed of Modesto visited the site Tuesday and mobilized a crew immediately. Work includes reconstructing the shoulder and clearing the culverts.

The County pays emergency work using a time and materials methodology with a fixed profit. The contract includes a not to exceed maximum amount of $400,000.

This project is statutorily exempt from CEQA under Section 15269.

The scope of the emergency procurement must be limited to only what is necessary to address the needs of the emergency. Staff intends to terminate the emergency action upon securing the roadway and is resuming compliance with formal bidding requirements. A future project on Jerseydale Road includes paving the shoulder, constructing AC dikes and new culvert work to eliminate similar problems in the future.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

Public Contract Code Section 22050 (a)(1) states, “In the case of an emergency, a public agency, pursuant to a four-fifths vote of its governing body, may repair or replace a public facility, take any directly related and immediate action required by that emergency, and procure the necessary equipment, services, and supplies for those purposes, without giving notice for bids to let contracts.” Further, Public Contract Code Section 22050 (c)(1) requires staff to report on the emergency at its next regularly scheduled meeting and every 14 days thereafter until the emergency is terminated.

This is the first update. The next update to the Board of Supervisors will occur on January 24, 2023.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

If the Board does not review this action and determine, by a four-fifths vote, that there is a need for the emergency action, the emergency contracting procedures contained in Public Contract Code Sections 22050 may not be utilized.

FINANCIAL IMPACT:

These repairs are a part of the State and Federally declared Atmospheric River Event beginning on December 27, 2022. Local match will be paid from the Roads Fund.

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

MARIPOSA COUNTY

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

RESOLUTION - ACTION REQUESTED

MEETING: January 17, 2023

TO: The Board of Supervisors

FROM: Joe Lynch, Health & Human Services Agency Director

RE: Kings View Corporation MIS Agreement with Health and Human Services Agency

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RECOMMENDATION AND JUSTIFICATION:
Approve an Agreement with Kings View Corporation to Provide Electronic Health Record Information System Technical Support and All Pay Sources Billing Services to Health and Human Services Agency (HHSA) in an Amount Not to Exceed $142,962; and Authorize the Board of Supervisors Chair to Sign the Agreement.

Kings View provides extensive support and hosting of the Anasazi Electronic Health Record Information System that is essential to the operation of Mariposa County HHSA's Health Services division. It is more cost efficient for the County to contract with Kings View to support the Anasazi system than attempt to duplicate their services. The costs for additional qualified Information Technology (IT) personnel, information security, and equipment would exceed the costs of this contract.

HHSA Behavioral Health is transition to a new Electronic Health Record Information System (EHR) "InSync." The purchase was approved by the Board on December 10, 2019 by Resolution 2019-692. The InSync system has been used for our services data entry since August 2020 and in the future; however, our legacy data hosting and other supports during InSync development are provided by Kings View. HHSA wishes to continue the agreement with Kings View until the InSync development is complete and the hosting of legacy data is resolved. Legacy data must be retained at least 7 years for audits.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The most recent agreement was approved by the Board on September 15, 2021 by Resolution 2021-509. The Agency has contracted with Kings View for these services since 2004.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
If this Agreement is not approved, the Health Services division would be without historical information required for the electronic health record transition and for audits and would be unable to complete any final billing associated with these services.

FINANCIAL IMPACT:

REF ID# 13141

The cost of this agreement is spread over three or more budget units (Behavioral Health, Alcohol & Drug, and Mental Health Services Act, etc.) based on number of staff assigned to each unit and is incorporated in the FY21-22 budget. There is no impact to the General Fund.

ATTACHMENTS:
Kingsview EHRS Contract - Mariposa FY 2022-2023 Rev A - June 30 2022 (PDF)

RESULT: WITHDRAWN

Attachment: Kingsview EHRS Contract - Mariposa FY 2022-2023 Rev A - June 30 2022 (13141 : Kings View Corporation MIS Agreement with

Agreement between Mariposa County and Kings View Professional Services for Electronic Health Record Information System and All Pay Sources Billing Services

This Agreement is made and entered into on the date of signature, by and between KINGS VIEW PROFESSIONAL SERVICES, a California corporation, hereinafter referred to as ”CONTRACTOR”, and the COUNTY OF MARIPOSA, a political subdivision of the State of California, hereinafter referred to as “COUNTY”.

RECITALS

A. CONTRACTOR is a California corporation and provides computerized management information services and support, other management consulting services and assistance with billing of all pay sources.

B. COUNTY desires to increase access to Behavioral Health management information services in an efficient and cost effective manner and, therefore, desires to contract with CONTRACTOR, and CONTRACTOR desires to provide such services to COUNTY, pursuant to the terms and subject to the conditions contained herein.

AGREEMENT

NOW, THEREFORE, in view of the foregoing and for valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. **PURPOSE**. COUNTY desires to procure Electronic Health Record System (EHRS) support services and assistance with billing of all Pay Sources from CONTRACTOR as described in Exhibit A – Electronic Health Records System (EHRS) Support Scope of Services attached hereto and incorporated by reference herein, and CONTRACTOR agrees to provide the services set forth in Exhibit A – EHR Support Scope of Services for the compensation and on the terms and conditions set forth herein.

2. a. **TERM.** This Agreement shall become effective July 1, 2022 through June 30, 2023 and shall continue in full force and effect for one (1) year from this Effective Date, subject to earlier termination as provided in this Agreement.

   b. **Non-appropriation of funds.** It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this contract, insufficient funds are appropriated to make the payments called for by this contract, this contract shall be of no

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further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this contract and Contractor shall not be obligated to perform any further services under this contract. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this contract with no further liability incurring to the County or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.

3. **COMPENSATION.**

Total compensation for the period of this Agreement shall not exceed $142,962 as set forth in the following sections (a, b, c).

a. COUNTY agrees to pay CONTRACTOR for the services provided by CONTRACTOR hereunder the amounts as set forth in Exhibit B, Compensation, attached hereto and incorporated by reference herein. Payment of 1/12th the total for Annual Services amount will be due and payment on the first day of each month commencing with the Effective Date of the contract.

b. CONTRACTOR will provide COUNTY with documentation from EHRS Community Behavioral Health Software supporting annual Version Rights and Support costs as shown in Exhibit C – Annual EHRS Community Behavioral Health Software Support Agreement will be due and payment on the first day of each month commencing with Effective Date of Contract. It is understood by COUNTY and CONTRACTOR that EHRS Community Behavioral Health Software's Version Rights and Support is a pass-through which CONTRACTOR pays to EHRS Software with no markup. EHRS Community Behavioral Health Software Version Rights and Supports can increase each year. EHRS will provide an annual cost update. COUNTY and CONTRACTOR agree that the contract will be amended to incorporate any increase in annual software version rights costs.

c. COUNTY agrees to pay Contractor for onsite services as set forth in Exhibit D – Onsite Implementation & Training Services in an amount not to exceed $3,000 during the term of this agreement. CONTRACTOR will invoice COUNTY for all lodging, travel and per diem expenses associated with on-site services. Contractor must

submit copies of original receipts for reimbursement of travel expenses.

d. COUNTY has the option during the term of the contract to migrate to Credible EHRS as outlined in Exhibit E-1 through E-3.

4. **INSURANCE.**

a. CONTRACTOR shall provide at its own expense and maintain at all times the following insurance with insurance companies licensed in the State of California and shall provide evidence of such insurance to the COUNTY as may be required by the COUNTY. County reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time. Contractor's insurance shall be primary insurance as respects the County, its officers, officials, employees, representatives and agents, and any insurance or self-insurance maintained by the County, its officers, officials, employees, representatives and agents shall be in excess of the Contractor's insurance and shall not contribute with it. The policies or certificates thereof shall provide that, thirty (30) days prior to cancellation or material change in the policy, notices of same shall be given to the COUNTY for all of the following insurance policies:

i. **Worker's Compensation** - in compliance with the laws and statutes of the State of California.

ii. **General Liability** - insurance with a minimum limit of liability per occurrence of Two Million and No/100 Dollars ($2,000,000). This insurance shall indicate on the certificate of insurance the preceding coverage's and indicate the policy aggregate limit applying to premises and operations and broad form contractual.

iii. **Automobile Liability** - insurance with a minimum limit of liability per occurrence of One Million and No/100 Dollars ($1,000,000) for bodily injury and $100,000 for property damage. This insurance shall cover bodily injury and property damage, owned automobiles, and non-owned automobiles.

iv. **Professional Liability**: If CONTRACTOR or any of its officers, agents, employees, volunteers, contractors or

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subcontractors are required to be professionally licensed or certified by any agency of the State of California in order to perform any of the work or services identified herein, CONTRACTOR shall procure and maintain in force throughout the duration of this Contract a professional liability insurance policy with a minimum coverage level of Two Million and No/100 Dollars ($2,000,000.00), or as determined in writing by COUNTY'S Risk Management Department.

v. CONTRACTOR'S insurance policy (ies) shall be placed with insurer(s) with acceptable Best's rating of A: VII.

b. CONTRACTOR agrees to furnish COUNTY with a copy of an Endorsement to CONTRACTOR'S liability insurance policy naming COUNTY as an additional insured, in the amount at least $1,000,000 combined single limit coverage.

c. CONTRACTOR during FY 2021-2022 agrees to furnish COUNTY certificate of Cyber Liability Insurance. COUNTY will be listed as a named covered entity.

5. **RESPONSIBILITIES OF COUNTY.** During the term of this Agreement, COUNTY shall have the obligation to:

a. Cooperate with CONTRACTOR. COUNTY shall cooperate with CONTRACTOR by timely and accurately providing all information required by CONTRACTOR for the delivery of the EHRS and billing of all Pay Sources Services pursuant to this Agreement.

b. COUNTY, at its sole cost and expense, shall provide all equipment necessary for the installation, operation and maintenance of on-site information management and control, including communications equipment compatible with CONTRACTOR'S equipment. Included in the equipment to be provided by COUNTY shall be cabling, personal computers, server, a router, and a dedicated line for connection with CONTRACTOR'S information system.

6. **WARRANTIES.**

a. Limited Warranty. CONTRACTOR makes the following representations and warranties with respect to the Software Products to be utilized in the performance of the services hereunder.

(i) The Software Products do not infringe any U.S. or international copyright or trade secret, or, to the knowledge of

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CONTRACTOR, any patent right or other Intellectual Property right of any third party.

(ii) The Software Products do not, at the time of delivery to COUNTY, contain any malicious software such as a virus, worm, Trojan horse detectable by currently available utilities nor do the Software Products contain any encoded or embedded serial number, time-out or any similar or dissimilar disabling device or characteristic, and that no such device or characteristic will be contained in any future Software Products made available by CONTRACTOR.

(iii) The Software Products will, in all material respects, operate properly in conjunction and concurrent with the software listed as required third party technologies in the agreement. This warranty does not extend to the operation of the Software Products in conjunction with other software applications. It is understood that the third party technologies required to operate Enhancements or New Versions of the Software Products may change over time.

(iv) CONTRACTOR'S warranties do not apply to: (i) any copy of the Software Products modified by any Person or Organization other than CONTRACTOR or an authorized representative of CONTRACTOR; (ii) use of the Software Products other than in accordance with the most current Documentation; (iii) failures caused by defects, problems, or failures in selection, installation, or configuration of COUNTY Equipment; (iv) failures caused by defects or problems with software applications other than the Software Products; (v) failures caused by conflicts with software applications not listed as required third party technologies in the agreement; (vi) failures caused by any Internet Services Provider; (vii) failures caused by malicious software; or (viii) failures caused by negligence or malicious conduct of COUNTY or its designees or any Person or Organization except CONTRACTOR or an authorized representative of CONTRACTOR.

(v) CONTRACTOR makes no warranty: (i) that the functions performed by the Software Products will meet COUNTY'S requirements or achieve the results desired by COUNTY or will operate in the combinations that may be selected for use by COUNTY; (ii) that the operation of the Software Products will be error free in all circumstances; (iii) that all defects in the Software Products that would not constitute a Material Breach

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will be corrected; nor (iv) that the operation of the Software Products will not be interrupted for a short period of time by reason of a defect therein or by reason of fault on the part of CONTRACTOR.

b. Disclaimer:

Except as specifically set forth in this agreement and the exhibits hereto, CONTRACTOR makes no representations or warranties, whether written or oral, express or implied, with respect to the subject matter of this agreement or exhibit to this agreement, and CONTRACTOR hereby disclaims all other representations and warranties, including any implied warranties or merchantability or implies warranties of fitness or suitability for a particular purpose, (whether or not CONTRACTOR knows, has reason to know, has been advised, or is otherwise in fact aware of any such purpose), whether alleged to arise by law, by reason of custom or usage in trade, or by course of dealing. In addition, CONTRACTOR expressly disclaims any warranty or representation to any person or organization other than COUNTY with respect to the software products or any part thereof.

7. **LIMITATION OF LIABILITY.**

In no event will CONTRACTOR be liable for any loss of revenue, loss of use, business interruption, loss of data, cost of cover or indirect, special, incidental or consequential damages of any kind directly connect with COUNTY'S use or misuse of the software products, failure to comply with CONTRACTOR"S requirements or the delivery of the services to be provided under this agreement or its exhibits. It is understood that such software products will be used in the delivery of clinical services and administration of human service programs, and it is agreed that responsibility for all decisions relating to the provision of treatment, payment of benefits and allocation of resources are the responsibility of COUNTY and not the responsibility of CONTRACTOR.

8. **INDEMNIFICATION**

a. **General Indemnification for COUNTY**. CONTRACTOR shall hold the COUNTY, its agents, officers, employees, and volunteers harmless from, save, indemnify, and defend the same against, any

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and all claims, and damages for injury to person or property, and related costs and expenses (including reasonable attorney's fees), arising out of any act or omission of CONTRACTOR, its agents, officers, employees, or volunteers, during the performance of its obligations under this AGREEMENT.

b. **General Indemnification for CONTRACTOR**. COUNTY shall hold CONTRACTOR, its agents, officers, employees, and volunteers harmless from, save, indemnify, and defend the same against, any and all claims, and damages for injury to person or property, and related costs and expenses (including reasonable attorney's fees), arising out of any act or omission of COUNTY, its agents, officers, employees, or volunteers, during the performance of its obligations under this AGREEMENT.

c. **Indemnification of Intellectual Property.** Subject to the limitations of this Paragraph 8c and Paragraph 7 of this Agreement, CONTRACTOR shall indemnify and hold COUNTY, its agents and employees harmless from any loss, damage or liability for infringement of any United States patent right, copyright, trade secret or any other proprietary right with respect to the use of the items delivered hereunder, provided CONTRACTOR is promptly notified in writing of any suit or claim against COUNTY and provided further that COUNTY permits CONTRACTOR to defend, compromise or settle the same and gives CONTRACTOR all available information, assistance and authority to enable CONTRACTOR to do so. CONTRACTOR indemnity as to use shall not apply to any infringement arising out of use in combination with other items where such infringement would not have occurred in normal use. This paragraph shall survive any expiration or termination of this Agreement.

i. If such materials are found to infringe, or in the reasonable opinion of CONTRACTOR are likely to be the subject of a claim, CONTRACTOR will, at its option:

1. obtain for the COUNTY the right to use such materials.
2. replace or modify the materials so they become non-infringing; or
3. if neither 1 or 2 is reasonably achievable, remove such materials and refund their net book value based on straight-line (equal year over year) depreciation with a salvage value of zero dollars over a five (5) year period commencing on the date the allegedly infringing item(s) were first delivered to the COUNTY.

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ii. CONTRACTOR has no obligation to the extent any claim results from:

1. modification of the materials other than at the direction of CONTRACTOR, or

2. Use of an allegedly infringing version of the materials, if the infringement could have been avoided by the use of a different version made available to the COUNTY.

This section states CONTRACTOR'S entire obligation to the COUNTY and the COUNTY'S sole remedy for any claim of infringement.

9. **NON DISCRIMINATION BY CONTRACTOR**. In connection with its performance under this Agreement, CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, national origin, political affiliation, ancestry, marital status or disability. This policy does not require the employment of unqualified persons.

10. **TERMINATION.**

a. COUNTY may terminate this Agreement by written notice in the event CONTRACTOR fails to perform its obligations under this Agreement, and such default is not cured within thirty (30) days after receipt of such written notice. COUNTY may terminate the Agreement upon Ninety (90) days written notice to CONTRACTOR without cause.

b. CONTRACTOR may terminate this Agreement by written notice in the event COUNTY fails to perform any of its obligations under this Agreement, and such default is not cured within thirty (30) days after receipt of such written notice. CONTRACTOR may terminate the Agreement upon Ninety (90) days written notice to CONTRACTOR without cause.

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11. **INTELLECTUAL PROPERTY RIGHTS.**

a. The Software Products are protected by both United States copyright law and international copyright treaty provisions. EHRS retains sole and exclusive ownership of all right, title and interest in and to the Software Products and all Intellectual Property rights relating thereto.

b. It is expressly understood by COUNTY and CONTRACTOR that EHRS will retain the sole and exclusive ownership and intellectual property rights to any customized modifications or enhancements of the software products or any original software products created by EHRS for COUNTY or CONTRACTOR. Any such work will not be considered "work for hire" within the meaning of copyright law, even if COUNTY or CONTRACTOR pays EHRS to develop the enhancement or software product.

c. Except as authorized by this Agreement, COUNTY will not itself, or through any parent, subsidiary, affiliate, agent or other third party: (1) sell, lease, license, sublicense, market, or distribute the Software Products anywhere in the world; (2) de-compile, disassemble, or reverse engineer the Software Products, in whole or in part; (3) write or develop any derivative work based upon the Software Products, Documentation or any Company Information; or (4) provide, disclose, divulge or make available to, or permit use of the Software Products by any third party, except as permitted by this Agreement or with EHRS's prior written consent.

12. **CONFIDENTIAL INFORMATION; TRADE SECRETS.**

a. The parties hereby acknowledge that their personnel may gain access to information that the other party deems to be confidential and/or proprietary information and which has commercial value in its business and is not in the public domain. "Confidential Information" means any and all proprietary business information of the disclosing party that does not constitute a Trade Secret (as hereafter defined), including any proprietary business information of which the receiving party becomes aware as a result of its access to and presence at the other party's facilities. "Trade Secrets" means information related to the business or services of the disclosing party or its affiliates, including without limitation the Software Products, its documentation and support materials which: (i) derives economic value, actual or potential, from not being generally known to or readily ascertainable by other persons who can obtain economic value from its disclosure or use, and (ii) is the subject of efforts by the disclosing party or its affiliates that are reasonable under the circumstances to maintain its secrecy, including, without limitation, (a) marking any information

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reduced to tangible form clearly and conspicuously with a legend identifying its confidential or proprietary nature, (b) identifying any oral presentation or communication as confidential immediately before, during, or after such oral presentation or communication, or (c) otherwise treating such information as confidential. "Trade Secret" means, without limitation, any and all technical and non-technical data related to designs, programs, research, software file structures, flow charts, business rules embedded within Software Products, drawings, techniques, standards, Source Code and Object Code of the Software Products, the documentation, inventions, finances, actual or potential customers and suppliers, research, development, marketing, and existing and future products and employees of the disclosing party and its affiliates. "Company Information" means, collectively, the Confidential Information and Trade Secrets. Company Information also includes information that has been disclosed to any party by a third party which such party is obligated to treat as confidential, and all software tools, methodologies, documentation, business plans, product plans, and all related technical materials and enhancements and modifications thereto.

b. **Obligations.** COUNTY and CONTRACTOR will each use the same care to prevent disclosing to third parties the Company Information of the other as it employs to avoid disclosure, publication, or dissemination of its own information of the same nature, but in no event less than a reasonable standard of care. Without limiting the foregoing, no party will publicly disclose the terms of this Agreement without the prior written consent of the other party. Furthermore, except as contemplated by this Agreement, neither party will: (i) make any use of the other party's Company Information; (ii) acquire any right in or assert any lien against the other party's Company Information; (iii) disclose any Company Information to a third party except as permitted by this Agreement or with the written permission of the other party or (iv) refuse to promptly return, provide a copy of, or destroy the other party's Company Information upon request of the other party. COUNTY will reimburse Contractor for the cost of destruction of information maintained on backup tapes.

c. **Exclusions.** Notwithstanding the foregoing, this section shall not apply to any information that the receiving party can demonstrate: (i) was in the public domain at the time of disclosure to it; (ii) was published or otherwise became a part of the public domain, after disclosure to the receiving party, through no fault of its own; (iii) was in the possession of the receiving party at the time of disclosure to it from a third party who had a lawful right to such information and disclosed such information without a breach of duty owed to the disclosing party; or (iv) was independently developed by the receiving party without reference to the Company Information of the disclosing

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party. Further, either party may disclose the other party's Company Information to the extent required by law or by order of a court or governmental agency.

d. **Report of Unauthorized Use or Disclosure of Company Information.**

(i) Each party will immediately report to the other any use or disclosure of Company Information of the other that is not permitted by this Agreement or other written agreement of the parties.

(ii) COUNTY will not allow any person other than an Authorized User or EHRS or Contractor staff access to the Software Products or to use Company Information until that person has executed a written agreement with EHRS holding that person to the same requirements as this part 9 and COUNTY has been notified by EHRS that this Agreement has been executed and that the Person has permission to access and use the EHRS Company Information to support COUNTY. Authorized Users are members of COUNTY'S Workforce to whom COUNTY has assigned passwords or otherwise permitted access to or use of the Software Products, and who have signified their agreement to terms and conditions of use of the Software Products that are consistent with this Agreement, including provisions for the protection of EHRS Intellectual Property Rights and Confidential Information. Workforce means directors, officers, employees, volunteers, trainees, and other persons whose conduct in the performance of work is under the direct control of COUNTY. Workforce does not include contractors other than Contractor who perform services that would otherwise be performed by EHRS or Contractor, unless the contractor has signed an agreement with EHRS for the protection of EHRS's Intellectual Property rights.

(iii) COUNTY understands that EHRS's Proprietary Rights and Non-Disclosure Agreements prohibit any person other than Contractor, EHRS staff and Authorized Users from retaining possession of EHRS Company Information. COUNTY will immediately notify Contractor and EHRS if it becomes aware that any person other than an Authorized User or EHRS or Contractor staff has or appears to have in their possession EHRS Company Information or makes unsubstantiated claims that EHRS has granted permission to that person to use EHRS customer Information to support COUNTY.

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e. **Period of Limitation.** The covenants of confidentiality set forth herein: (i) will apply upon commencement of this Agreement to any Company Information disclosed to the receiving party, including Company Information disclosed during the course of negotiation of this Agreement, and (ii) will continue and must be maintained until termination of the Agreement, and in addition, with respect to Trade Secret, at any and all times after termination of the relationship between the parties hereto, during which such Trade Secrets retain their status as such under applicable law.

f. **Third Party Vendors**. It is understood that COUNTY may wish to create linkages between the Software Products and other software applications or databases. COUNTY acknowledges that the file structures and business rules of the Software Products and the documentation are the Intellectual Property of EHRS and Company Information, within the meaning of section 12b. COUNTY will not give third party vendors other than Contractor access to this Company Information without the written permission of EHRS. EHRS will give that permission if the third party vendor enters a written Proprietary Rights, Non-Disclosure, and Non-Compete agreement with EHRS.

13. **ACCESS TO COUNTY SITES.** CONTRACTOR may need physical access to COUNTY facilities for technical services or support during this Agreement. Prior to any technical services or support visit by CONTRACTOR, an appointment will be made by CONTRACTOR with the COUNTY IT Helpdesk. A member of COUNTY'S IT staff must be on-hand to provide access to the facility and accompany CONTRACTOR personnel.

14. **MEDICAL RECORDS.**

a. **Ownership and Access.** All records contained in the patient files maintained by COUNTY shall be the property of COUNTY, and CONTRACTOR shall not remove these records upon termination of this Agreement, except pursuant to a specific request in writing with respect to and from a person treated by a Provider during the term of the Agreement, unless otherwise agreed to by COUNTY. Any working copies of client records generated by CONTRACTOR will be maintained by CONTRACTOR throughout the term of the Agreement. At such time as the Agreement may be terminated, all working copies of client records will be securely delivered to COUNTY at COUNTY's expense and as directed by COUNTY. In the event of a claim or challenge by a patient or any regulatory authority, COUNTY shall cooperate with CONTRACTOR by making the patient files in COUNTY Behavioral Health's possession available for copying or inspection (to the extent allowable by the rules regarding confidentiality of medical records). CONTRACTOR shall similarly

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cooperate with COUNTY and make available working copies of client records in the event of such a claim or challenge. There is hereby made a part hereof the provisions of Exhibit "E" - Business Associates, which is incorporated by reference herein.

b. **Compliance with Medicare Rules.** To the extent required by law or regulation, COUNTY shall make available, upon written request from CONTRACTOR, the Secretary of Health and Human Services, the Comptroller General of the United States, or any other duly authorized agent or representative, this Agreement and COUNTY'S books, documents and records to the extent necessary to certify the nature and extent of the costs for services provided by CONTRACTOR. COUNTY shall preserve and make available such books, documents and records for a period of seven (7) years after the end of the term of this Agreement. If COUNTY is requested to disclose books, documents or records pursuant to this subparagraph for any purpose, COUNTY shall notify CONTRACTOR of the nature and scope of such request, and COUNTY shall make available, upon written request of CONTRACTOR, all such books, documents or records. COUNTY shall defend, indemnify and hold free and harmless CONTRACTOR if any amount of reimbursement is denied or disallowed because of COUNTY's failure to comply with the obligations set forth in this subparagraph. Such indemnity shall include, but not be limited to, the amount of reimbursement denied plus any interest, penalties and reasonable legal fees and costs.

15. **COMPLIANCE.**

a. **Compliance with Applicable Laws.** To the best of each party's knowledge and belief, COUNTY and CONTRACTOR have operated in compliance with all federal, state, county and municipal laws, ordinances and regulations applicable thereto and each party represents that it has not received payment or any remuneration whatsoever to induce or encourage the referral of clients or the purchase of goods and/or services as prohibited under 42 United States Code Section 1320a-7b(b), or otherwise perpetrated any Medicare or Medicaid fraud or abuse, nor has any fraud or abuse been alleged within the last five (5) years by any Governmental Authority, a carrier or a third party payer.

b. **Health Care Compliance.** COUNTY is presently participating in or otherwise authorized to receive reimbursement from payer programs and is not nor has ever been an excluded provider. Any and all necessary certifications and contracts required for participation in such programs are in full force and effect and have not been amended or otherwise modified, rescinded, revoked or assigned as

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of the date hereof, and no condition exists, or event has occurred which in itself or with the giving of notice or the lapse of time or both would result in the suspension, revocation, impairment, forfeiture or non-renewal of any such payer program.

c. **Fraud and Abuse**. Neither party shall engage in any activities which are prohibited by or are in violation of the rules, regulations, policies, contracts or laws pertaining to any third party and/or governmental payer program, or which are prohibited by rules of professional conduct ("Governmental Rules and Regulations"), including but not limited to the following:

i. knowingly and willfully making or causing to be made a false statement or representation of a material fact in any application for any benefit or payment;

ii. knowingly and willfully making or causing to be made any false statement or representation of a material fact for use in determining rights to any benefit or payment;

iii. failing to disclose knowledge by a claimant of the occurrence of any event affecting the initial or continued right to any benefit or payment on the Provider's own behalf or on behalf of another, with intent to fraudulently secure such benefit or payment; or

iv. knowingly and willfully soliciting or receiving any remuneration (including any kickback, bribe, or rebate), directly or indirectly, overtly or covertly, in cash or in kind or offering to pay or receive such remuneration.

1. in return for referring an individual to a person for the furnishing or arranging for the furnishing of any item or service for which payment may be made in whole or in part by Medicare or Medicaid, or

2. in return for purchasing, leasing, or ordering or arranging for or recommending purchasing, leasing, or ordering any good, facility, service or item for which payment may be made in whole or in part by Medicare or Medicaid. Each party acknowledges that this list is not an exhaustive or complete list of all governmental requirements, and each party represents and warrants to the other that each will endeavor, to the best of their knowledge, to educate, to seek information, and/or to make themselves aware of these governmental requirements.

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d. **Changes in the Law**. In the event of any changes in law or regulations implementing or interpreting any federal or state law relating to the subject matter of fraud and abuse or to payment-for-patient referral, including the laws referenced above, the parties shall use all reasonable efforts to revise this Agreement to conform and comply with such changes. In the event that the parties cannot revise this Agreement in a manner which will conform and comply with such changes and preserve to the extent possible the intent of the parties in entering into this Agreement, then either party may terminate those portions of the Agreement which cannot be revised to conform and comply with such changes and the intent of the parties.

16. **BOOKS AND RECORDS.** For the purpose of section 1861(v) (I) (1) of the Social Security Act, as amended, and any regulations promulgated pursuant thereto:

a. Until the expiration of **five** years after the furnishing of professional services pursuant to this Agreement or after the Final Cost Report Settlement Audit of the year in which services were provided, whichever is longer, COUNTY shall make available, upon written request to the Secretary of Health and Human Services or upon request to the Comptroller General of the United States, or any of their duly authorized representatives, this Agreement and books, documents and records of the Provider that are necessary to certify the nature and extent of costs of professional services rendered pursuant to this Agreement; and

b. Until the expiration of **five** years after the furnishing of professional services pursuant to this Agreement or after the Final Cost Report Settlement Audit of the year in which services were provided, whichever is longer, CONTRACTOR shall make available, upon written request to the Secretary of Health and Human Services or upon request to the Comptroller General of the United States, or any of their duly authorized representatives, this Agreement and books, documents and records of the Provider that are necessary to certify the nature and extent of costs of professional services rendered pursuant to this Agreement; and

c. If CONTRACTOR carries out any of the duties of this Agreement through a subcontract with a value or cost of $10,000.00 or more over a twelve (12) month period with a related organization, such subcontract shall contain a clause to the effect that until the expiration of five years after the furnishing of professional services pursuant to such subcontract or after the Final Cost Report Settlement Audit of the year in which services were provided, whichever is longer, the related organization shall make available, upon written request to the

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Secretary of Health and Human Services, or upon request to the Comptroller General of the United States, or any of their duly authorized representatives, the subcontract and books, documents and records of such organization that are necessary to verify the nature and extent of costs of professional services rendered pursuant to such subcontract.

d. If COUNTY is requested to disclose books, documents or records pursuant to this paragraph for purpose of an audit, COUNTY shall notify CONTRACTOR of the nature and scope of such request and the COUNTY shall make available, upon written request of CONTRACTOR, all such books, documents or records. This paragraph shall pertain solely to the maintenance and disclosure of specified records and shall have no effect on the right of the parties to this Agreement to make assignments or delegations.

e. If CONTRACTOR is requested to disclose books, documents or records pursuant to this paragraph for purpose of an audit, CONTRACTOR shall notify COUNTY of the nature and scope of such request and the CONTRACTOR shall make available, upon written request of COUNTY, all such books, documents or records. This paragraph shall pertain solely to the maintenance and disclosure of specified records and shall have no effect on the right of the parties to this Agreement to make assignments or delegations.

f. CONTRACTOR shall maintain any and all ledgers, books of account, invoices, vouchers, cancelled checks and other records or documents evidencing or relating to charges for services or expenditures, or disbursements charged to the COUNTY for a minimum of five (5) years, or for any longer period required by law, from the date of final payment to the CONTRACTOR under this agreement. Any records or documents required to be maintained shall be made available for inspection, audit and/or copying at any time during regular business hours, upon oral or written request of the COUNTY.

17. **DRUG·FREE WORK PLACE.** CONTRACTOR shall provide a drug-free work place and shall comply with the requirements of the Drug-Free Work Place Act of 1990 (Government Code section 8350 et seq.).

18. **CULTURAL COMPETENCE.** CONTRACTOR and COUNTY shall use a set of professional skills, behaviors, attitudes, and policies in their systems that enable the system, or those participating in the system, to work effectively in meeting the cross-cultural needs of patients.

19. **INDEPENDENT CONTRACTOR.** CONTRACTOR is an independent contractor in the performance of its services and obligations under this

Attachment: Kingsview EHRS Contract - Mariposa FY 2022-2023 Rev A - June 30 2022 (13141 : Kings View Corporation MIS Agreement with

Agreement. This Agreement is not intended to constitute a partnership or joint venture. Because of its status as an independent contractor, CONTRACTOR shall have absolutely no right to employment rights and benefits available to COUNTY employees. CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits.

20. **INTEREST OF PUBLIC OFFICIALS**. No officer, agent, or employee of COUNTY during his/her tenure or for one (1) year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

21. **DISPUTE RESOLUTION**.

The parties acknowledge their desire for a long-term and mutually beneficial business relationship and, to that end, agree to attempt to resolve any disagreements or disputes promptly and in good faith, and to make themselves available for business discussions intended to facilitate the resolution of such disagreement of dispute.

22. **WAIVER.** A waiver of any of the terms and conditions hereof shall not be construed as a general waiver by CONTRACTOR or COUNTY.

23. **ENTIRE AGREEMENT.** This Agreement constitutes the complete understanding of the parties and supersedes any and all other agreements, either oral or written, between the parties with respect to the subject matter contained herein, and no other agreement, statement, or promise relating to the subject matter of this Agreement shall be valid or binding. In the event of any direct conflict between the body of this Agreement and its schedules or exhibits, the body of the Agreement shall control. This Agreement may not be modified, amended, or changed except by a writing or writings signed by the duly authorized representative of the parties.

24. **CONTROLLING LAW**

a. **Laws of California Control** the terms and conditions of this Agreement and all its Exhibits and rights, and duties hereunder shall be governed by and construed in accordance with the laws of the State of California.

b. **Rules of Interpretation** no provision of this Agreement shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the parties.

Attachment: Kingsview EHRS Contract - Mariposa FY 2022-2023 Rev A - June 30 2022 (13141 : Kings View Corporation MIS Agreement with

25. **VENUE.** If either party files a lawsuit to enforce any provision of this Agreement, the proper venue for such a lawsuit shall be the MARIPOSA County Superior Court.

26. **PARTIAL INVALIDITY.** Should any portion of this Agreement be held unenforceable or inoperative for any reason, such invalidity shall not affect any other portion of this Agreement, but the remainder shall be as effective as though such ineffective portion had not been contained herein.

27. **GENDER.** Words used in the masculine shall apply to the feminine where applicable, and vice versa. Any personal pronoun shall include any gender or number according to the context.

28. **ASSIGNMENT.** This Agreement and the rights and obligations hereunder are not assignable by either party. Notwithstanding the foregoing, CONTRACTOR shall have the right to utilize subcontractors, provided such subcontractors comply with the provisions of this agreement. The use of a subcontractor will not release CONTRACTOR from its obligations hereunder.

29. **NOTICES.** All notices, offers, elections, and other communications under this Agreement shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given, or within forty-eight (48) hours after mailing, if mailed to the party to whom notice is to be given by first class mail, registered or certified, postage prepaid, and properly addressed to the party at the party's address below, or any other address that any party may designate by written notice to the other.

CONTRACTOR: Kings View Professional Services
Attn: Amanda Nugent-Divine, CEO
7170 N. Financial Drive, Suite 110
Fresno, CA 93720
(559) 256-0100 ext. 3011

COUNTY: Mariposa County
Behavioral Health and Recovery Services
Attn: _____,
Director, Administrative Services
5326 Lemee Lane
Mariposa, CA 95338
(209) 966-2000

30. **INTERPRETATION.** The language in all parts of this Agreement shall be, in all cases, construed according to its fair meaning and not strictly

Attachment: Kingsview EHRS Contract - Mariposa FY 2022-2023 Rev A - June 30 2022 (13141 : Kings View Corporation MIS Agreement with

for or against either party and any ambiguities shall not be strictly construed for or against either party.

IN WITNESS WHEREOF, COUNTY and CONTRACTOR have executed this Agreement on the day and year set forth below.

"COUNTY"
COUNTY OF MARIPOSA

By _____ Date: _____
Rosemarie Smallcombe
Chair, Board of Supervisors

APPROVED AS TO LEGAL FORM
COUNTY COUNSEL

By _____ Date: _____
Steven W. Dahlem

"CONTRACTOR"
KINGS VIEW PROFESSIONAL SERVICES

By _____ Date: _____
Amanda Nugent-Divine, PhD
CEO Kings View Professional Services

Attachment: Kingsview EHRS Contract - Mariposa FY 2022-2023 Rev A - June 30 2022 (13141 : Kings View Corporation MIS Agreement with

EXHIBIT A

MARIPOSA COUNTY

ELECTRONIC HEALTH RECORD SYSTEM (EHRS) SUPPORT

SCOPE OF SERVICES

This Scope of Services is applicable to the utilization of the current EHRS behavioral health software. It is not intended to address issues relative to office application documents, files and network support.

At the time of termination, CONTRACTOR agrees to provide a copy of current system with all necessary data files, structures and associated tables.

CONTRACTOR shall comply with the privacy and security provisions of the Health Information Portability and Accountability Act of 1996 (HIPAA) and HITECH Act public law 111-005 and all related State and Federal Regulations for the maintenance and storage of system data and files.

CONTRACTOR shall provide the following services:

A. EHRS Support

1. CONTRACTOR supports (as defined in this scope of work) the following EHRS Software products currently in use or planned by COUNTY:
    - Client Data System
    - Scheduling System
    - Assessment & Treatment Planning System
    - Doctor's Home Page & E-Prescribing System

2. CONTRACTOR will provide consultative services to COUNTY concerning current and new MIS design for Client Data, Scheduler and ATP – Assessments, Treatment Plans and Progress Notes when requested by COUNTY as needed.

3. CONTRACTOR will maintain a LIVE, TRAIN and TEST version of EHRS on CONTRACTOR'S servers.

4. CONTRACTOR will advise on and load EHRS promotions:
    a. Write and provide COUNTY to the best of CONTRATOR'S abilities a thorough risk-benefit analysis for all EHRS promotions based on supplied documentation from EHRS Software to include:
        - Summary of the purpose(s)
        - List of known and potential risks

Attachment: Kingsview EHRS Contract - Mariposa FY 2022-2023 Rev A - June 30 2022 (13141 : Kings View Corporation MIS Agreement with

- List of known and potential benefits
- Reporting implications
- Identify any additional report functionality.

b. Test EHRS promotions and work out known bugs.

c. Load promotions only with COUNTY authorization and in accordance with EHRS Software policy and procedures. COUNTY will provide CONTRACTOR with list of COUNTY staff allowed to authorize installation of promotions.

d. COUNTY is aware failure to load all EHRS promotions in sequence and as supplied by EHRS could impact CONTRACTOR'S ability to meet scope of services as discussed in Exhibit A and EHRS support.

5. CONTRACTOR will provide assistance with MIS customization including workflow redesign, keying guides, management forms, WYSIWYG design and development, training materials and other assistance as it relates to Client Data, Scheduler and ATP – Assessments, Treatment Plans, Progress Notes, Clinician and Doctor's Homepage as needed and requested by COUNTY.

6. CONTRACTOR will provide the following forms of documentation:

a. Develop manuals for AR and State Reporting delineating CONTRACTOR and COUNTY tasks and responsibilities.

b. Provide Risk/Benefit Analysis of EHRS Promotions (see B.4 above).

c. Provide COUNTY with Kings View Professional Services Status Report as mutually agreed. Report format, content and frequency will be determined and modified as needed by mutual agreement.

d. Document COUNTY'S system schema as it relates to Kings View Professional Services provision of services and at the discretion of COUNTY'S Information Technology management.

e. Special Projects (audits, state reviews, other ad hoc requests) as needed by COUNTY including the following:

f. Consultation and assistance with special projects

g. Data/Reports

h. Participate in Meetings/Calls

7. Status Reporting

a. Meet quarterly at mutually agreed time with COUNTY to identify problems/issues and agree to solutions.

b. Complete Kings View Professional Services Status Report (see 6.c above)

Attachment: Kingsview EHRS Contract - Mariposa FY 2022-2023 Rev A - June 30 2022 (13141 : Kings View Corporation MIS Agreement with

B. General EHRS Support Responsibilities

1. CONTRACTOR will monitor and maintain network connections between CONTRACTOR'S server and the COUNTY site.
2. CONTRACTOR shall facilitate a storage and backup system by utilizing CONTRACTOR'S MIS staff, Fresno storage facility and off-site tape backup processes. CONTRACTOR shall comply with the privacy and security provisions of the Health Information Portability and Accountability Act of 1996 (HIPAA) and all related State and Federal regulations for the maintenance and storage of system data and files.
3. CONTRACTOR will use all reasonable efforts to work with EHRS software and COUNTY to adhere to California compliance requirements set forth by California Department of Mental Health and California Department of Alcohol and Drug Programs.
4. CONTRACTOR will work jointly with COUNTY to obtain certification of compliance with all applicable Medicare, Medi-Cal and HIPAA billing requirements and regulations.
5. CONTRACTOR will maintain management forms and related data tables for State reporting, billing and security.
6. CONTRACTOR will provide specialized reporting as required by COUNTY/State as a result of mandatory audit/reporting requirements. CONTRACTOR will provide customized reporting formats, forms, and update data tables as required for COUNTY'S operation, and CONTRACTOR will generate reports for COUNTY as requested.
7. CONTRACTOR will use all reasonable efforts to see that all local, state and federal requirements are met with the times lines set by those agencies.
8. CONTRACTOR and COUNTY will mutually agree upon an Activity Deadline Calendar for the purpose of defining the roles, responsibilities and processes for each party.
9. CONTRACTOR will notify COUNTY of all upgrades or modifications to system which affect billing or other operational functions.
10. Develop a Disaster Plan that addresses at a minimum a detailed back up plan for two crisis scenarios:
    a) Power outage beyond 1 work day and
    b) Corruption of data.

C. Monthly Medi-Cal Billing and Accounts Receivable (A/R) Cycle Support EHRS software:

1. CONTRACTOR will provide all month-end processes for the completion of A/R and Medi-Cal Billing Processes at CONTRACTOR'S MIS office, and provide support and assistance to COUNTY staff for Month-end A/R and Billing Processes for all requirements set forth by California Department of

Attachment: Kingsview EHRS Contract - Mariposa FY 2022-2023 Rev A - June 30 2022 (13141 : Kings View Corporation MIS Agreement with

Mental Health and California Department of Alcohol and Drug Programs.

2. CONTRACTOR will provide training and support to program staff for program processes required in the month-end process.

3. CONTRACTOR will use all reasonable efforts to have its system comply with all State billing and statistical reporting requirements for timely, accurate and complete processing of electronic claims or files. COUNTY will be the SOLE party responsible for ensuring timeliness, accuracy and the complete entry of data by COUNTY staff necessary for CONTRACTOR to submit electronic claims or files.

4. CONTRACTOR will perform data review to ensure HIPAA compliance for electronic submittal to State, Medicare or other third party payer in preparation for CONTRACTOR electronic data submission. CONTRACTOR will post electronic Explanation of Benefits (EOB) electronic files from State, Medicare or other third party payer in accordance with EHRS Software policy and procedures.

5. CONTRACTOR will maintain call log identifying consequential issues referred for help and provide management with trend report. Routine questions will not be tracked.

6. CONTRACTOR will assist and monitor EOB (HIPAA 835) – Explanation of Benefits denials and report back to COUNTY management monthly with status updates.

7. When CONTRACTOR makes changes to existing information systems software that results in a need for consultation or training of county employees, the associated costs will be paid by the CONTRACTOR. On-site training will be paid by COUNTY as outlined in Exhibit D.

D. Ongoing Support of Application Service Provider (ASP) Storage Facility and Cyber Liability

1. CONTRACTOR will during FY 2021-2022 purchase Cyber Liability Insurance and add COUNTY as a named entity.

E. COUNTY Staff Support

1. CONTRACTOR will maintain a help desk as support to COUNTY staff relative to behavioral health software in order to attend to user inquiries and problems. Help desk support shall be available to COUNTY staff Monday through Friday from 8:00 a.m. until 5:00 p.m., excluding COUNTY holidays. COUNTY will designate staff members who will be authorized to access help desk support on behalf of COUNTY staff.

2. COUNTY staff will be provided with access to CONTRACTOR'S MIS seven days a week, 24 hours a day.

3. CONTRACTOR will provide remote support as needed via Cell Messaging and Email after normal business hours, including all holidays.

4. CONTRACTOR will provide COUNTY staff with 24 hours advance notice

Attachment: Kingsview EHRS Contract - Mariposa FY 2022-2023 Rev A - June 30 2022 (13141 : Kings View Corporation MIS Agreement with

when planned system maintenance time is required.

F. State Reporting

1. CONTRACTOR will perform data review to ensure data from COUNTY'S software meets requirements for electronic submission to State.
2. CONTRACTOR will edit, create, and submit following electronic files on behave of COUNTY:
   a. California Outcomes Measurement System (CalOMS)
   b. Client and Service Information (CSI)
   c. Child and Adolescent Needs and Strengths (CANS)
   d. Pediatric Symptom Checklist (PSC 35)
   e. Adult Outcome Report – TBD
   f. FAST

In the event new electronic reporting requirements are requested by State, during term of agreement, CONTRACTOR will review feasibility of submission and develop process to upload to appropriate agency. COUNTY agrees any additional fees will be included as an addendum to current agreement.

Attachment: Kingsview EHRS Contract - Mariposa FY 2022-2023 Rev A - June 30 2022 (13141 : Kings View Corporation MIS Agreement with

EXHIBIT B

MARIPOSA COUNTY

ELECTRONIC HEALTH RECORD SYSTEM (EHR)
ANNUAL BUDGET

Scope of Services Item	
A. KV-EHRS Support	$28,749
B. General KV-EHRS Support Responsibilities	$15,690
C. Monthly A/R Billing and State Reporting	$12,201
D. Cyber Liability Coverage	$2,500
E. Helpdesk	$10,314
F. State Reporting/Data Extraction	$10,000
Total	**$79,454**

Attachment: Kingsview EHRS Contract - Mariposa FY 2022-2023 Rev A - June 30 2022 (13141 : Kings View Corporation MIS Agreement with

EXHIBIT C

MARIPOSA COUNTY

ANNUAL CERNER SOFTWARE SUPPORT AGREEMENT COST

ANNUAL RECCURING COSTS **$63,508**

a. Support Agreement: $39,360

b. Annual Visual Data Flex Subscription 35 Concurrent Users: $350

c. Annual Database Driver Subscription 35 Concurrent Users: $760

d. USX – Ultra-Sensitive Exchange: $2,800

e. EPCS: $220

f. DSM-V: $900

g. Sales Tax: $2,618

h. Hosting Services: $16,500

i. Recurring annual cost start at the contract effective date.

Attachment: Kingsview EHRS Contract - Mariposa FY 2022-2023 Rev A - June 30 2022 (13141 : Kings View Corporation MIS Agreement with

MARIPOSA COUNTY

Public Works · 209-966-2498

RESOLUTION - ACTION REQUESTED 2023-22

MEETING: January 17, 2023

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works & Transportation

RE: Approve and Accept Grant Award from the Department of Water Resources and Approve a Budget Action

---

RECOMMENDATION AND JUSTIFICATION:
Adopt a Resolution Accepting a Grant Award from the California Department of Water Resources (DWR) for Yosemite West Leach Field Improvements; Approve a Budget Action Recognizing Unanticipated Revenue in the Public Works Budget ($437,000) ; and Authorize the Board of Supervisors Chair to Sign a Grant Resolution Authorizing the Public Works Director to Prepare All Necessary Documents with the DWR (Subject to Approval as to Legal Form by County Counsel).

BACKGROUND AND HISTORY OF BOARD ACTIONS:

This Grant is Round 2 of the Integrated Regional Water Management (IRWM) Implementation Grant. This project will replace perforated leach lines in existing leach fields and design and construct additional leach fields at the Yosemite District Wastewater Facility.

Leach lines and Subsurface Drip Irrigation (SDI) loading decreases over time. The existing system is degrading in performance capability and eventually will fail. This grant will provide leach field disposal capacity to 60,000 gallons per day restoring operations to original plant specifications.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve, the County will lose the Grant and will need to develop an alternative fix for the Wastewater Disposal System. The County will be out of compliance with their Waste Discharge Requirements established by the State.

ATTACHMENTS:
Resolution (PDF)
Budget Action - FY22-23 Fund 5530 YW Leach Field Expansion (PDF)

REF ID# 13647

RESULT: **ADOPTED AS AMENDED [UNANIMOUS]**
MOVER: Rosemarie Smallcombe, District I Supervisor
SECONDER: Wayne Forsythe, District IV Supervisor
AYES: Toso, Poe, Smallcombe, Forsythe, Menetrey

RESOLUTION NO. _____

RESOLUTION ADOPTING AN AUTHORIZED REPRESENTATIVE TO EXECUTE AN AGREEMENT WITH THE STATE OF CALIFORNIA FOR A ROUND 2 IRWM IMPLEMENTATION GRANT

Resolved by the Board of Supervisors of the County of Mariposa, the proposal be made to the California Department of Water Resources to obtain a Round 2 Integrated Regional Water Management Implementation Grant pursuant to the Water Quality, Supply, and Infrastructure Improvement Act of 2014 (Water Code § 79700 et seq.), and to enter into an agreement to receive a grant for the Yosemite West Leach Field Expansion and Repair Project. The Director of Public Works, or designee, is hereby authorized and directed to prepare the necessary data, conduct investigations, file such proposals, and execute a grant agreement or any amendments thereto with California Department of Water Resources.

PASSED AND ADOPTED by the Board of Supervisors of Mariposa County, State of California this _____ day of _____, 2023, by the following vote:

AYES:
NOES:
ABSTAINED:
EXCUSED:

_____
Miles Menetrey, Chair
Mariposa County Board of Supervisors

Attest:

_____
Danielle Bondshu
Clerk of the Board of Supervisors

Approved as to Form:

_____
Steven W. Dahlem
County Counsel

Attachment: Resolution (RES-2023-22 : Approve and Accept Grant Award from the Department of Water Resources and Approve a Budget

BUDGET ACTION FORM

FUND	DEPT/DIV	ACCOUNT	DESCRIPTION	PROJECT	INCREASE	DECREASE
5530	350	45063	State Grant Revenue		($437,000)	
5530	350	70321	Utility Infrastructure		$437,000	
TRANSFER BETWEEN FUNDS						
				TOTALS	$0	$0

ACTION REQUESTED: (Check all that apply)

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

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

JUSTIFICATION Approve and accept IRWM Grant Award

AUDITOR SIGNATURE _____ DATE: 12/15/22

CAO SIGNATURE _____ DATE _____

5530 Yosemite West Leach Field Expansion

AUDITOR'S USE ONLY
BA#

Budget Action Form Revised 11/95

Attachment: Budget Action - FY22-23 Fund 5530 YW Leach Field Expansion (RES-2023-22 : Approve and Accept Grant Award from the

MARIPOSA COUNTY

Board of Supervisors · (209) 966-3222

RESOLUTION - ACTION REQUESTED 2023-23

MEETING: January 17, 2023

TO: The Board of Supervisors

FROM: Miles Menetrey, District V Supervisor

RE: Resolution and Tile Plaque for Karen Herman Upon Her Retirement

---

RECOMMENDATION AND JUSTIFICATION:

Resolution and Tile Plaque Recognizing Karen Herman Upon Her Retirement from the Treasurer - Tax Collector - County Clerk's Office (Board Chair)

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The Board of Supervisors typically recognizes retiring staff with 15 or more years of service.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Miss the opportunity to recognize an employee upon their retirement.

ATTACHMENTS:
Karen Herman (DOCX)

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Wayne Forsythe, District IV Supervisor
SECONDER: Danette Toso, Supervisor
AYES: Toso, Poe, Smallcombe, Forsythe, Menetrey

REF ID# 13678

MARIPOSA COUNTY RESOLUTION NUMBER 23-

A RESOLUTION RECOGNIZING KAREN HERMAN FOR HER OUTSTANDING SERVICE TO MARIPOSA COUNTY

WHEREAS KAREN HERMAN began her career with the Mariposa County Clerk's Office as an Elections Clerk in July of 2006; and

WHEREAS, KAREN, started her career with a head start due to her many years of experience as a poll worker in Mariposa County; and

WHEREAS, KAREN, was responsible for poll worker recruitment and training; and

WHEREAS KAREN, managed the transition from the old "CATS" system to the current Marriage Docs and all the marriage license format changes from the State; and

WHEREAS KAREN, kept the office in compliance as a passport acceptance facility; and

WHEREAS KAREN, processed voter registrations and took on the new online registration management through the Statewide Database; and

WHEREAS KAREN, throughout her career issued hundreds of marriage licenses and performed many marriage ceremonies, interacting with people from around the world; and

WHEREAS KAREN dedicated over 15 years of service to Mariposa County, the County Clerk's Office, the people and persons of the county and her co-workers; and

WHEREAS KAREN and her husband will enjoy time on their ranch and a long happy retirement with their children and grandchildren.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Mariposa County, a political subdivision of the State of California, that **KAREN HERMAN** is hereby recognized for her dedicated and outstanding service to Mariposa County as we extend our best wishes for continued success, and happiness in the years to come.

for her service to Mariposa County, and the citizens of Mariposa County, and wishes her a long and happy retirement.

PASSED AND ADOPTED by the Board of Supervisors of Mariposa County this 17th day of January 2023 by unanimous vote.

ROSEMARIE SMALLCOMBE, District I Supervisor

WAYNE FORSYTHE, District IV Supervisor

SHANNON POE, District II Supervisor

MILES MENETREY, District V Supervisor

DANETTE TOSO, District III Supervisor

Attachment: Karen Herman (RES-2023-23 : Resolution and Tile Plaque for Karen Herman Upon Her Retirement)

MARIPOSA COUNTY

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

MEETING: January 17, 2023

TO: The Board of Supervisors

FROM: Danielle Bondshu, Clerk of the Board

RE: Handout from Departmental Presentation

- Handouts from Shannon Hansen/Director of Public Works for Tire Amnesty.
- Handout from Pete Judy/Chief Probation Officer for his retirement.

ATTACHMENTS:
Final Mariposa Tire Amnesty Flyer February 2023 (PDF)
Final Mariposa Tire Amnesty Flyer June 2023 (PDF)
Pete Judy retierment letter from Judge to Pete (PDF)

RESULT: INFORMATION RECEIVED

FREE TIRE DISPOSAL

For Passenger Truck or Car Tires WITHOUT RIMS



Mariposa County residents can dispose of up to 9 passenger car tires or passenger truck tires for **FREE**! No tires from waste tire generating businesses will be accepted. **Proof of Mariposa County residency is required.**

(A waiver is required to carry up to 20 tires at one time. For information, call the Health Department in advance at (209) 966-2220.)

Mariposa County Residents Only

Tire Amnesty Days

Coulterville Transfer Station
Friday, February 3, 2023, 9:00 AM - 1:00 PM

Don Pedro Transfer Station
Friday, February 10, 2023, 9:00 AM - 1:00 PM

Mariposa County Landfill & Recycling Center
Friday & Saturday
February 17 & 18, 2023, 9:00 AM - 3:00 PM

Rural Counties Environmental Services Joint Powers Authority ESJPA

CalRecycle

Sponsored by Mariposa County and the Rural Counties' Environmental Services Joint Powers Authority. Funded by a grant from the Department of Resources Recycling and Recovery Funding for this program is limited. Mariposa County reserves the right to stop accepting tires for free disposal at any time, with or without notice.

Attachment: Final Mariposa Tire Amnesty Flyer February 2023 (14116 : Handout from Departmental

FREE TIRE DISPOSAL

For Passenger Truck or Car Tires WITHOUT RIMS



Mariposa County residents can dispose of up to 9 passenger car tires or passenger truck tires for **FREE**! No tires from waste tire generating businesses will be accepted. **Proof of Mariposa County residency is required.**

(A waiver is required to carry up to 20 tires at one time. For information, call the Health Department in advance at (209) 966-2220.)

Mariposa County Residents Only

Tire Amnesty Days

Coulterville Transfer Station
Friday, June 2, 2023, 9:00 AM - 1:00 PM

Don Pedro Transfer Station
Friday, June 9, 2023, 9:00 AM - 1:00 PM

Mariposa County Landfill & Recycling Center
Friday & Saturday
June 16 & 17, 2023, 9:00 AM - 3:00 PM

Rural Counties Environmental Services Joint Powers Authority
ESJPA

CalRecycle

Sponsored by Mariposa County and the Rural Counties' Environmental Services Joint Powers Authority. Funded by a grant from the Department of Resources Recycling and Recovery Funding for this program is limited. Mariposa County reserves the right to stop accepting tires for free disposal at any time, with or without notice.

Attachment: Final Mariposa Tire Amnesty Flyer June 2023 (14116 : Handout from Departmental

Superior Court of the State of California
County of Mariposa

Michael A. Fagalde
Presiding Judge

Anita Starchman Bryant
Assistant Presiding Judge

5088 Bullion Street
Post Office Box 28
Mariposa, CA 95338
(209) 966-2005

January 5, 2023

Mr. Pete Judy, Chief
County of Mariposa
Probation Department
P.O. Box 76
Mariposa, California 95338

Dear Chief Judy:

As we had discussed a few months ago, and also in response to your letter to me dated December 16, 2022, I acknowledge your retirement and hereby appoint you as Interim Chief Probation Officer to be paid on a prorated hourly basis until such time as a new Chief Probation Officer is in place. I have met with Dallin Kimble regarding filling your position and the recruitment for your permanent replacement will begin immediately.

This appointment shall become effective the day following the effective date of your retirement.

Thank you for your years of loyal service to the Court and to the County of Mariposa.

Sincerely,

Michael A. Fagalde
Presiding Judge

cc: Cal Pers
Mariposa County Board of Supervisors
Dallin Kimble, Mariposa County CAO

Attachment: Pete Judy retierment letter from Judge to Pete (14116 : Handout from Departmental Presentation)

MARIPOSA COUNTY

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

MEETING: January 17, 2023

TO: The Board of Supervisors

FROM: Danielle Bondshu, Clerk of the Board

RE: Selection of LTC Chair 2023

RECOMMENDED ACTION AND JUSTIFICATION:

Selection of a Commissioner to act as the 2023 Local Transportation Commission Chair.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

Commissioner Smallcombe was the Chair in 2022, and Commissioner Forsythe was the Vice-Chair.

The Commission normally selects the Chair and Vice-Chair at its first meeting of the year. This is the first 2023 meeting for the Local Transportation Commission.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

No selection will mean that the Commission will have to select an acting chair each time the Local Transportation Commission must meet.

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Miles Menetrey, District V Supervisor
SECONDER: Danette Toso, Supervisor
AYES: Toso, Poe, Smallcombe, Forsythe, Menetrey

MARIPOSA COUNTY

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

MEETING: January 17, 2023

TO: The Board of Supervisors

FROM: Danielle Bondshu, Clerk of the Board

RE: Selection of LTC Vice-Chair 2023

RECOMMENDED ACTION AND JUSTIFICATION:

Selection of a Commissioner to act as the 2023 Local Transportation Commission Vice-Chair.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

Commissioner Forsythe was the Vice-Chair in 2022 and 2021.

The Commission normally selects the Chair and Vice-Chair at its first meeting of the year. This is the first 2023 meeting for the Local Transportation Commission.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

No selection will mean that the Commission will have to select an acting chair each time the Local Transportation Commission must meet.

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

MARIPOSA COUNTY

Public Works · 209-966-2498

MEETING: January 17, 2023

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works & Transportation

RE: Approve Agreement with CA Department of Transportation, DRMT

RECOMMENDATION AND JUSTIFICATION:
Approve an Agreement with CA Department of Transportation, Division of Rail and Mass Transportation (DRMT) for Mariposa Transit Operating Expenses; and Authorize the Local Transportation Commission (LTC) Executive Director to Sign the Agreement.

Transportation Planning staff was notified by California Department of Transportation, (DRMT) that Mariposa County is eligible to receive $110,000 in Federal Transit Funds at a 100% Federal Share with no Local Match required. Terms of the agreement are for future fiscal years at which time we will come back to the LTC to recognize the revenue with a Budget Action Form.

ARPA Emergency Relief Funding is a Federal Transit Assistance fund intended to offset negative fiscal impacts to Transit Operations experienced as a result of the Pandemic.

DRMT requires a resolution accompany the signed agreement showing authorization for the Executive Director -LTC to sign the agreement.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
On May 10, 2022, Resolution LTC 2022-9, the Local Transportation Commission authorized the Executive Director - LTC to sign agreement for FTA 5311 Funds.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Should the signing of this agreement not be authorized the County will become ineligible to receive the apportionment amount of $110,000 for Mariposa Transit.

ATTACHMENTS:
MCLTC SA 64TO21-01844 (PDF)

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

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

AGREEMENT NUMBER	AMENDMENT NUMBER
64TO21-01844	

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

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

   CONTRACTOR: **County of Mariposa**

2. The term of this Agreement is:

   FROM: **January 20, 2020** TO: **June 30, 2028**

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

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

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

Item	Chapter	Statute	Appropriation	Fund	PEC	Project ID	Unit	Object	SFY
2660-102-0890(2)	21	2021	22102F	0890	3010060	0022000224	3744	049	21/22

Amount encumbered by this document:	$110,000.00
Prior amount encumbered for this contract:	$0.00
Total amount encumbered to date:	$110,000.00

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

FAIN	FAIN Award Date	CFDA	FTA Section	Subrecipient Unique ID	Indirect Cost Rate	De Minimus
CA-2022-051	2/24/2022	20.509	ARPA	PNG4LUYEKK53	N/A	N/A

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

Attachment: MCLTC SA 64TO21-01844 (LTC-2023-3 : Approve Agreement with CA Department of Transportation, DRMT)

EXHIBIT A - PROJECT SUMMARY AND SCOPE OF WORK

1. Project Description and Schedule:

Funding Program: ARPA

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

Days/Dates when PROJECT shall operate: Monday - Friday

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

Detailed Description of Work:
operating assistance

Contract Projects:

ALI Code	A Federal $	B State $	C Local $	A + B + C Line Item Total $	Toll Credits
300908	$110,000	$0	$0	$110,000	$0

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

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

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

Performance Period Start	1/20/2020
Performance End	6/30/2028
Last Date to Amend	5/1/2028
Final Invoice Due	7/30/2028

Caltrans Project Contact:

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

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

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

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

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

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

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

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

C. PROJECT Description:
300908

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

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

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

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

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

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

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ARTICLE I
PROJECT MANAGEMENT AND PAYMENT PROVISIONS

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

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

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

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

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than one (1) year by the CONTRACTOR.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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C. **Planning (5311, 5311(f))**

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

2. Develop transportation plans and programs,

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

4. Conduct technical studies relating to public transportation.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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G. **Mobility Management (5310)**

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

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

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

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

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

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H. Transfer of Used Vehicle/Equipment (5310)

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

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

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

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

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

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

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

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

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

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

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

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ARTICLE II
GENERAL TERMS AND CONDITIONS

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

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

3. State of California Prompt Payment and Return of Retainage Provisions.
   A. All payments to the CONTRACTOR shall be made in accordance with California Government Code (GC), Chapter 4.5, commencing with Section 927, which is known as the California Prompt Payment Act. If an authorized disbursement is not made within the thirty (30) calendar-day departmental limit stipulated by the California Prompt Payment Act, interest penalties may be payable to the CONTRACTOR.
   B. Unless the approved PROJECT is for Construction, the CONTRACTOR shall not hold retainage (i.e. withhold retention) from any subcontractor. The STATE shall not hold retainage from any CONTRACTOR.
   C. If a dispute arises regarding Construction PROJECTs only, the CONTRACTOR may exercise its rights under California Public Contract Code (PCC), Section 10262.5 or Division 2, Part 2, Chapter 1 Article of the California Business and Professions Code (BPC), as applicable.
   D. The CONTRACTOR must pay third-party contractors within 30 days for satisfactory performance of work related to this Agreement. In the case of progress payments, the CONTRACTOR must pay third-party contractors within 7 days of receipt of each undisputed progress payment from the STATE, unless the PROJECT is for Construction. In the case of a Construction PROJECT only, the CONTRACTOR is required to pay its subcontractors for satisfactory performance of work related to this AGREEMENT no later than 30 days after the CONTRACTOR's receipt of payment for that work from the STATE. In addition, the CONTRACTOR is required to return any retainage (retention) payment to any subcontractor within 30 days after the subcontractor's work related to this AGREEMENT is satisfactorily completed.
   E. Federal Prompt Payment and Retainage requirements as described in Section 57 of this Article also apply to this AGREEMENT. If there is any conflict between the California Prompt Payment Act and the Federal Prompt Payment and Retainage requirements, the more stringent requirements shall apply.

4. Approval.
   A. Except as provided herein, this AGREEMENT is of no force or effect until signed by both parties and approved by the STATE.
   B. The STATE reserves the right to sign and approve the AGREEMENT provided however, the commencement of work shall not be authorized until the expenditure of federal funds has been authorized by the FTA for a specific Federal fiscal year or a pre-award expenditure authority approved by the STATE. The CONTRACTOR may not commence performance until federal authorization has been obtained.
   C. It is mutually understood between the parties that this AGREEMENT, for the mutual benefit of both parties, may

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have been written before ascertaining the availability of congressional or legislative appropriation of funds in order to avoid program and fiscal delays that would occur if the AGREEMENT were executed after the determination was made.

D. This AGREEMENT is valid and enforceable only if sufficient funds are made available to the STATE by the United States Government or the California State Legislature for the purpose of this program. In addition, this AGREEMENT is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress or the State Legislature that may affect the provisions, terms or funding of this AGREEMENT in any manner.

E. It is mutually agreed that if the Congress or the State Legislature does not appropriate sufficient funds for the program, this AGREEMENT shall be amended to reflect any reduction in funds.

F. State Law. This AGREEMENT shall be interpreted according to the laws of the State of California, except as to those provisions where federal law shall apply; as to those provisions where federal law applies, the rules, regulations, statutes and executive orders of the federal government shall be applicable. If any provision of this AGREEMENT requires that CONTRACTOR observe or comply with or perform any activity in contradiction or violation of State law, the CONTRACTOR will notify STATE at once, in writing, of such provision. The remaining AGREEMENT provisions shall not be affected. The unenforceable provisions(s) shall be renegotiated by the CONTRACTOR and STATE for mutually-agreed and appropriate changes and/or modifications; and the CONTRACTOR shall proceed, as soon as is possible, with PROJECT.

G. No issuance of a CONTRACT or amendments to a CONTRACT will occur until the STATE has received proof that the PROJECT has been programmed and is in an approved FSTIP.

5. Enforcement/Remedies for Non-Compliance and/or Breach of Contract. If a CONTRACTOR materially fails to comply with any term of this AGREEMENT, or fails to refund any moneys due STATE, the STATE may take one or more of the following actions:
   A. Disallow or temporarily withhold payments pending correction of the deficiency by the CONTRACTOR.
   B. Wholly or partially suspend or terminate the current award for the CONTRACTOR's PROJECT.
   C. Withhold future awards to the CONTRACTOR.
   D. Withhold or demand a transfer of an amount equal to the amount paid by or owed to STATE from remaining grant balance and/or future apportionments, or any other funds due CONTRACTOR from the Federal Trust Fund or any other sources of funds.
   E. Take any other remedies that may be legally available.

6. Timeliness. Time is of the essence in this AGREEMENT. CONTRACTOR shall return the signed AGREEMENT to the STATE within 90 calendar days after issuance. In the event this AGREEMENT is not signed and returned within 90 days of issuance, the PROJECT identified in Exhibit A of this AGREEMENT may be withdrawn and cancelled at the discretion of the STATE.

7. Amendment. No amendment or alteration of the terms of this AGREEMENT shall be valid unless submitted in writing, signed by the parties and approved as required. This AGREEMENT may be amended in writing, by mutual consent of the parties, on a case-by-case basis where warranted. The request for an Amendment must be made in writing to the Program Manager no less than sixty (60) days before the AGREEMENT's Expiration Date shown in Exhibit A. If an Amendment is issued by STATE, the Amendment shall be signed and returned by the CONTRACTOR prior to the expiration of the AGREEMENT currently in force, but in no instance more than 90 calendar days after issuance of the proposed amendment. If CONTRACTOR does not sign and return the Amendment within the allowed period for execution, the PROJECT may be either withdrawn or cancelled at the discretion of the STATE.

8. No Oral Understanding or Agreement. No oral understanding or agreement not incorporated in this AGREEMENT is binding on any of the parties.

9. Assignment. This AGREEMENT is not assignable by the CONTRACTOR, either in whole or in part, without the consent of the STATE in the form of a formal written amendment.

10. Independent Contractor. The CONTRACTOR, and the agents and employees of the CONTRACTOR, in the performance

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of this AGREEMENT, shall act in an independent capacity and not as officers or employees or agents of the STATE.

11. Antitrust Claims. By signing this AGREEMENT, the CONTRACTOR hereby certifies that if services or goods covered by this AGREEMENT are obtained by means of a competitive bid, the CONTRACTOR shall comply with the requirements of the California Government Code (GC) Sections set out below.
    A. GC Sections 4550 through 4554 regarding antitrust claims contain the following definitions:
        1. "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the STATE or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to BPC Section 16750(c).
        2. GC Section 4550 defines a "public purchasing body" as the STATE or the subdivision or agency making a public purchase.
    B. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 USC Section 15) or under the Cartwright Act (BPC Chapter 2, commencing with Section 16700 of Part 2 of Division 7), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Per GC Section 4552, such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder.
    C. Per GC Section 4553, if an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the awarding body or public purchasing body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the awarding body or public purchasing body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery.
    D. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and either 1) the assignee has not been injured thereby, or 2) the assignee declines to file a court action for the cause of action, per GC Section 4554.

12. Child Support Compliance Act. For any AGREEMENT in excess of $100,000, the CONTRACTOR acknowledges in accordance with PCC Section 7110, that:
    A. The CONTRACTOR recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the California Family Code; and
    B. The CONTRACTOR, to the best of its knowledge, is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

13. Unenforceable Provision. If any provision of this AGREEMENT is unenforceable or held to be unenforceable by a court of competent jurisdiction, then the parties agree that all other provisions of this AGREEMENT have force and effect and shall not be affected thereby.

14. Priority Hiring Considerations. If this AGREEMENT includes services in excess of $200,000, the CONTRACTOR shall give priority consideration in filling vacancies in positions funded by the AGREEMENT to qualified recipients of aid under the California Welfare and Institutions Code Section 11200, in accordance with PCC Section 10353.

15. State Management Plan (SMP). The STATE is designated by the Governor of the State of California to administer the FTA Federal Transit grant programs. The implementation and administration of the FTA programs are outlined in the SMP. Should there be a discrepancy between the SMP and this AGREEMENT, the AGREEMENT shall govern.

16. Annual FTA Certification and Assurances. As requested by the STATE, the CONTRACTOR annually must complete and submit to the STATE the Annual Certifications and Assurances for Federal Transit Administration Assistance Programs, the Certifications and Assurances Checklist, and the Signature Page as published by the FTA.

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17. Buy America. The CONTRACTOR shall comply with the Buy America requirements of 49 USC Section 5323(j) and 49 CFR Part 661 for all procurements of steel, iron and manufactured products used in PROJECT. Buy America requirements apply to all purchases, including materials and supplies funded as operating costs, if the purchase exceeds the threshold for small purchases (currently $100,000). Separate requirements for rolling stock are set out at 49 USC Section 5323(j)(2)(c) and 49 CFR Part 661.11.

18. U.S. Flag Requirements.
    A. Shipments by Ocean Vessel. For third-party contracts that may involve equipment, materials, or commodities which may be transported by ocean vessels, the CONTRACTOR and subcontractors must comply with 46 USC Section 55303 and 46 CFR Part 381, "Cargo Preference-U.S. Flag Vessels."
    B. Shipments by Air Carrier. For third-party contracts that may involve shipments of federally assisted property by air carrier, the CONTRACTOR and subcontractors must comply with the 49 USC Section 40118, which may be cited as the "Fly America Act," "Use of United States Flag Air Carriers," and 41 CFR Parts 301-10.131 through 301-10.143.
    C. Project Travel. In accordance with 49 USC Section 40118 and 41 CFR Part 301-10, the CONTRACTOR and all subcontractors are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation, to the extent such service is available or applicable.

19. Accounting Records. The CONTRACTOR shall establish and maintain separate accounting records and reporting procedures for the fiscal activities of the PROJECT. The CONTRACTOR's accounting system shall conform to generally accepted accounting principles (GAAP) and uniform standards that may be established by STATE. All records shall provide a breakdown of total costs charged to the PROJECT including properly-executed payrolls, time records, invoices and vouchers.

20. Vehicle Operator Licensing. The CONTRACTOR is required to comply with all applicable requirements of the Federal Motor Carrier Safety Administration (FMCSA) regulations and the California Vehicle Code including, but not limited to, the requirement that all vehicle operators have a valid State of California driver's license, including any special operator license that may be necessary for the type of vehicle operated.

21. Audit Requirements. The CONTRACTOR shall be responsible for meeting the audit requirements of Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 1201. The required audit reports shall be submitted to the State Controller with a copy to STATE in conformance with the compliance guidelines issued by the California Department of Finance. The cost of audits made in accordance with the provisions of 2 CFR Part 200 is an allowable charge to this PROJECT.

22. Record Keeping. The CONTRACTOR and all subcontractors shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of this AGREEMENT. All parties shall make such materials available at their respective offices at all reasonable times during the performance period and for three (3) years from the date of final payment under this AGREEMENT and any subcontract or subaward as a result of this AGREEMENT.

23. Examination of Records. The STATE, the Caltrans' Independent Office of Audits and Investigations, the State Auditor General, and any duly authorized representative of the Federal government shall have access to any books, records, and documents of the CONTRACTOR and its subcontractors that are pertinent to this AGREEMENT for audits, examinations, excerpts, and transactions. Copies thereof shall be furnished by CONTRACTOR upon request. Where any information required of a CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, the CONTRACTOR shall so certify to the STATE or the FTA, as appropriate, and shall set forth what efforts it has made to obtain the information. The CONTRACTOR shall include a clause to this effect in every subcontract entered into relative to the PROJECT.

24. Examination of Accounting. The CONTRACTOR's accounting system and billing procedures are subject to audit by the STATE prior to contract award, and accounting records pertaining to work performed and costs billed to the STATE are subject to audit for a period of three (3) years from the date of final payment under this AGREEMENT. If the CONTRACTOR fails to retain records such as employee time cards, payroll records, travel records, equipment time and cost records, billings from subcontractors, material and equipment suppliers' records that are sufficient to permit audit

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verification of the validity of costs charged to the STATE, the CONTRACTOR will be liable for reimbursement to the STATE of all unsubstantiated billings.

25. Reporting Forms. The CONTRACTOR shall furnish the STATE with any additional reports or data that may be required by FTA or other federal agencies. Such information will be submitted on forms provided by the STATE.

26. Debarment and Suspension. The CONTRACTOR agrees as follows:
    A. The CONTRACTOR agrees to comply with the requirements of Executive Order Nos. 12549 and 12689, "Debarment and Suspension," 31 USC Section 6101 note; and U.S. DOT regulations on Debarment and Suspension and 49 CFR Part 29.
    B. Unless otherwise permitted by FTA, the CONTRACTOR agrees to refrain from awarding any third-party contract of any amount to or entering into any sub-agreement of any amount with a party identified in the "U.S. General Services Administration's (U.S. GSA) System for Award Management (https://www.sam.gov) List of Parties Excluded from Federal procurement or Non-Procurement Program," implementing Executive Order Nos. 12549 and 12689, "Debarment and Suspension" and 49 CFR Part 29. The list also includes the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible for contract award under statutory or regulatory authority other than Executive Order Nos. 12549 and 12689.
    C. In accordance with 2 CFR Part 1200 and OMB, "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 CFR Part 180, the CONTRACTOR agrees to obtain a debarment and suspension certification from each prospective subrecipient, third-party contractor or subcontractor containing information about the debarment and suspension status and other specific information of that contractor and its principals before award of a third-party contract or subcontract at any tier of $25,000 or more.

27. Compliance with Federal Statutes. During the performance of this AGREEMENT, the CONTRACTOR, its assignees and successors in interest, agree to comply with all Federal statutes and regulations applicable to grantee recipients under 49 USC Chapter 53, including, but not limited to the following:
    A. Nondiscrimination. In accordance with Title VI of the Civil Rights Act, as amended, 42 USC Subsection 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 USC Subsection 6102, Section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C Subsection 12132, and federal transit law at 49 USC Section 5332, the CONTRACTOR agrees that it will not discriminate against any employee or applicant for employment because of race, color, national origin, religion, sex, age or disability. In addition, the CONTRACTOR agrees to comply with applicable Federal implementing regulations FTA may issue.
    B. Equal Employment Opportunity (EEO). The following equal employment opportunity requirements apply to the underlying contract.
        1. Race, Color, Creed, National Origin, Religion, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 USC Subsection 2000e, and federal transit laws at 49 USC Section 5332, the CONTRACTOR agrees to comply with all applicable EEO requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR Part 60 et seq., (which implement Executive Order 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 USC Subsection 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the PROJECT. The CONTRACTOR agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the CONTRACTOR agrees to comply with any implementing requirements FTA may issue.
        2. Age. In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 USC Section 623 and federal transit law at 49 USC Section 5332, the CONTRACTOR agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the CONTRACTOR agrees to comply with any implementing requirements FTA may issue.
        3. Disability. In accordance with Section 102 of the Americans with Disabilities Act, as amended, 42 USC Section

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12112, the CONTRACTOR agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the American with Disabilities Act," 29 CFR Part 1630, pertaining to employment of persons with disabilities. In addition, the CONTRACTOR agrees to comply with any implementing requirements FTA may issue.

C. The CONTRACTOR agrees to include the foregoing requirements in each solicitation for subcontract financed in whole or in part with Federal assistance provided by FTA and agrees to notify the subcontractor of their obligations under this AGREEMENT and the Regulations relative to Civil Rights.

D. In accordance with 49 CFR Part 21 and as described in the Title VI Circular, as it may be updated or amended, and the California Department of Transportation Title VI Program Plan, the CONTRACTOR shall comply with and ensure that each third-party contractor at any tier of the PROJECT also complies with the following reporting requirements:
   1. Prepare and submit a Title VI Program.
   2. Establish and maintain a Title VI complaint procedures.
   3. Record Title VI investigations, complaints, and lawsuits.
   4. Provide meaningful access to Limited English Proficient Persons.
   5. Notify beneficiaries of protection under Title VI.
   6. Provide additional information upon request.
   7. Provide an Annual Title VI Certification and Assurance.
   8. Guidance on conducting an Analysis of Construction projects.
   9. Guidance on promoting Inclusive Public Participation.
   10. Report minority representation on transit related Planning and Advisory Bodies.

E. The following requirements only apply to those providers of public transportation that operate both fixed-route service and demand-response service. The following requirements do not apply to those providers of public transportation that only operate demand-response service. (Demand response includes general public paratransit, Americans with Disabilities Act complementary paratransit, and non-profit organizations participating in the 5310 Program and serving only their own clientele, which may be referred to as closed-door service.) The CONTRACTOR shall comply with the following requirements and ensure the compliance of each third-party contractor at any tier of the PROJECT.
   1. Service standards
      a. Vehicle load for each mode
      b. Vehicle headway for each mode
      c. On-time performance for each mode
      d. Service available for each mode
   2. Service policies
      a. Transit Amenities for each mode
      b. Vehicle Assignment for each mode

F. Every three years, on a date determined by the STATE, the CONTRACTOR shall submit the following information to the STATE as part of their Title VI Program per Chapter III of the Title VI Circular:
   1. Title VI Notice to the Public, including a list of locations where the notice is posted.
   2. Title VI Complaint Procedures instructing the public how to file a Title VI discrimination complaint.
   3. Title VI Complaint Form used by the CONTRACTOR.
   4. List of transit-related Title VI investigations, complaints, and lawsuits against the CONTRACTOR.
   5. Public Participation Plan, including information about outreach methods to engage minority and limited English proficient (LEP) populations, as well as a summary of outreach efforts made by the CONTRACTOR since its last Title VI submission.
   6. Language Assistance Plan for providing language assistance to its LEP population as required by the Title VI Circular and USDOT LEP Guidance.
   7. A table depicting the membership of non-elected committees and councils, the membership of which is selected by the recipient, broken down by race, and a description of the process the agency uses to encourage the participation of minorities on such committees.
   8. A Title VI equity analysis if the recipient has constructed a facility, such as a vehicle storage facility, maintenance facility, operation center, etc.
   9. A copy of board meeting minutes, resolution, or other appropriate documentation showing the board of

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directors or appropriate governing entity or official(s) responsible for policy decisions, reviewing and approving the Title VI Program.

10. Additional information as specified in Chapters IV, V, and VI of the Title VI Circular depending on whether the CONTRACTOR is a transit provider, nonprofit or public agency.

G. Sanctions for Noncompliance. In the event of the CONTRACTOR's noncompliance with any provision of Civil Rights requirement in this AGREEMENT, the STATE shall impose such contract sanctions as it or the FTA may determine to be appropriate, including, but not limited to the following.
   1. Withholding of payments to the CONTRACTOR under the AGREEMENT.
   2. Assessing of sanctions
   3. Assessing of liquidated damages.
   4. Disqualifying CONTRACTOR from future bidding as non-responsible.

H. Incorporation of Provisions. The CONTRACTOR shall include the provisions of the foregoing Sections A through E and Section G in every subcontract, including procurements of materials and leases of equipment, unless exempt by the regulations or directives issued pursuant thereto. The CONTRACTOR shall take such action with respect to any subcontractor or procurement as the STATE or the FTA may direct as a means of enforcing such provisions including sanctions for noncompliance. In the event a CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the CONTRACTOR may request the STATE to enter into such litigation to protect the interest of the STATE. In addition, the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

28. Disadvantaged Business Enterprise (DBE). The CONTRACTOR agrees to the following:
   A. Comply with 49 CFR Part 26 "Participation by Disadvantaged Enterprises in Department of Transportation Financial Assistance Programs," and cooperate with the STATE with regard to utilization of DBEs, using best efforts to ensure that DBEs shall have a level playing field when competing for subcontracted work under this AGREEMENT.
   B. Prior to beginning PROJECT work, the CONTRACTOR shall complete and sign a DBE Implementation Agreement form to be provided by the STATE. The completed DBE Implementation Agreement must be returned to the STATE no later than the date that this AGREEMENT is executed. A DBE Implementation Agreement must be completed annually.
   C. Report twice annually on DBE participation in CONTRACTOR's contracting opportunities, commitments, awards, and actual payments.
   D. In accordance with 49 CFR Part 26.53(f)(1)(i), the CONTRACTOR shall not terminate a DBE subcontractor without the prior written approval of the substitute DBE from the STATE by either the Resident Engineer (RE), the Contract Manager, or the Caltrans DBE Liaison Officer (DEBELO). A CONTRACTOR that terminates a DBE subcontractor must make a good faith effort to find a replacement DBE subcontractor to perform at least the same amount of work under the contract to meet the contract goal established for the work. The good faith effort shall be documented and submitted to the STATE within a reasonable time after obtaining approval by the STATE to terminate an existing DBE as required by 49 CFR Part 26.53(g). Failure to obtain written consent from the STATE prior to terminating a DBE subcontractor shall be a material breach of this contract.
   E. CONTRACTOR shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any federally-assisted contract or in the administration of its DBE program. The CONTRACTOR's DBE program, as required by 49 CFR Part 26 and as approved by USDOT, is incorporated by reference in this AGREEMENT. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this AGREEMENT. Upon notification to the recipient of its failure to carry out its approved program, the STATE may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC Section 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 USC Section 3801 et seq.).
   F. The CONTRACTOR and its subcontractors shall make available, upon request of the STATE, a copy of all DBE subcontracts. The CONTRACTOR must ensure its third-party contractors and subcontractors also comply with these requirements.
   G. The "Federal Transit Administration Disadvantaged Business Enterprise Program Plan 2019" prepared by Caltrans applies to this AGREEMENT.

29. Section 504 and Americans with Disabilities Act Program Requirements (ADA). The CONTRACTOR will comply with 49

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CFR Parts 27, 37 and 38, which implement the ADA and Section 504 of the Rehabilitation Act of 1973 (29 USC Section 794), as amended. The CONTRACTOR must ensure its third-party contractors operating public transportation service comply with these requirements.

30. Special Section 5333(b) Warranty for 5311, 5311(f), CMAQ, and 5339 Programs. When the PROJECT includes the acquisition, improvement, or operation of public transportation, the CONTRACTOR shall comply with applicable transit employee protective requirements as specified by 49 USC Section 5333(b) (formerly Section 13(c) of the Urban Mass Transportation Act) as executed by the Secretary of Labor and the Secretary of Transportation. When applicable, those terms and conditions are described in Exhibit A of this AGREEMENT. The CONTRACTOR agrees to include any applicable requirements in each subcontract involving transit operations financed in whole or in part with Federal assistance provided by the FTA.

31. Contract Work Hours and Safety Standards. The CONTRACTOR agrees to comply with the following requirement for Construction contracts and, if applicable, non-construction project contracts that employ laborers or mechanics on a public work.
    A. The CONTRACTOR shall comply with Section 107 of the Contract Work Hours and Safety Standards Act, 40 USC Section 3704 and 29 CFR Part 1926, "Safety and Health Regulations for Construction." The CONTRACTOR and its subcontractors must ensure safety at construction sites so that no laborer or mechanic shall be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous.
    B. No CONTRACTOR or subcontractor contracting for any part of the work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty (40) hours in such workweek unless such laborer or mechanic receives compensation at the rate of not less than one and one-half times the basic rate of pay for all hours worked in excess of forty (40) hours in such workweek.

32. Public Lands. The CONTRACTOR agrees to refrain from using in its PROJECT any publicly owned land from a park, recreation area, or wildlife or waterfowl refuge of National, State, or local significance as determined by the Federal, State, or local officials having jurisdiction thereof, and also refrain from using in its PROJECT any land from a historic site of National, State, or local significance unless the Federal Government makes the specific findings as required by 49 USC Section 303.

33. Energy Conservation. The CONTRACTOR agrees to comply with the mandatory energy efficiency standards and policies within the applicable State energy conservation plans issued in compliance with the Energy Policy and Conservation Act, 42 USC Section 6321 et seq.

34. Receipt of Commission. The CONTRACTOR warrants that it has not paid, and agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for any funds obtained as a consequence of this AGREEMENT.

35. Conflict of Interest.
    A. In accordance with 41 USC Section 22, no member of or delegate to the Congress of the United States shall be admitted to any share or part of this AGREEMENT or to any benefit arising therefrom.
    B. The CONTRACTOR certifies that its employees and the officers of its governing body shall avoid any actual or potential conflicts of interest, and that no officer or employee who exercises any functions or responsibilities in connection with this AGREEMENT shall have any personal financial interest or benefit which either directly or indirectly arises from this AGREEMENT.
    C. The CONTRACTOR shall establish safeguards to prohibit its employees or its officers from using their positions for a purpose which could result in private gain or which gives the appearance of being motivated for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
    D. The CONTRACTOR will not be awarded a contract if the financial interests are held by a current officer or employee of the STATE. Additionally, a contract will not be awarded to an officer or employee of the STATE to provide goods and service. Likewise, the CONTRACTOR's officials and employees shall also avoid actions that result in or create the appearance of:

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1. Using an official position for private gain;
2. Giving preferential treatment to any particular person;
3. Losing independence or impartiality; and/or
4. Adversely affecting the confidence of the public or local officials in the integrity of the program.

E. Former State employees will not be awarded a contract for two (2) years from the date of separation if that employee had any part of the decision-making process relevant to the AGREEMENT, or for one (1) year from the date of separation if that employee was in a policy-making position in the same general subject area as the proposed contract at any time during the 12-month period prior to that employee's separation from State service.

F. Neither the CONTRACTOR nor any of its employees, suppliers or subcontractors shall enter into any contract, subcontract, or arrangement in connection with the PROJECT or any property included or planned to be included in the PROJECT, in which any member, officer, or employee of the CONTRACTOR or its subcontractors, during the PROJECT term and for one year thereafter, has any direct or indirect conflict of interest. If any such present or former member, officer, or employee involuntarily acquires or had acquired prior to the beginning of the PROJECT term any such interest, and if such interest is immediately disclosed to the CONTRACTOR and such disclosure is entered upon the minutes of the CONTRACTOR's written report to the STATE of such interest, the STATE may waive the conflict of interest, provided that the officer or employee shall not participate in any action by the CONTRACTOR or the locality relating to such contract, subcontract, or arrangement.

G. The CONTRACTOR shall insert in all contracts entered into in connection with the PROJECT or with any property included or planned to be included in any PROJECT, and shall require its contractors to insert in each of their subcontracts, the following provision:

"No member, officer, or employee of the CONTRACTOR or of the locality during the PROJECT term or for one year thereafter shall have any interest, direct or indirect, in this AGREEMENT or the proceeds thereof."

H. The provisions of this subsection shall not be applicable to any agreement between the CONTRACTOR and its fiscal depositories or to any agreement for utility services, whose rates are fixed or controlled by a governmental agency.

36. Lobbying.

A. If the CONTRACTOR's PROJECT exceeds $100,000, the CONTRACTOR agrees that it will not use federal assistance funds to support lobbying, in accordance with 31 USC Section 1352 and 49 CFR Part 20, "New Restrictions on Lobbying". FTA will not make any federal assistance available to the CONTRACTOR until the STATE has received the CONTRACTOR's certification that the CONTRACTOR has not and will not use federally-appropriated funds to pay any person or organization to influence or attempt to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal grant, cooperative agreement or other federal award from which funding for the PROJECT is originally derived.

B. If any funds other than federally-appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," to the STATE.

C. The CONTRACTOR shall require that the following certification language be included in the award documents for all subawards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) which exceed $100,000 and that all subrecipients shall certify and disclose accordingly.

"This certification is a material representation of facts upon which reliance was placed when this AGREEMENT was made or entered into. Submission of this certification is a prerequisite for making or entering into this AGREEMENT imposed by 31 USC Section 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure."

37. Program Fraud and False or Fraudulent Statements or Related Acts.

A. The CONTRACTOR acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC Section 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this PROJECT. Upon execution of an underlying agreement, the CONTRACTOR certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to

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be made pertaining to that underlying agreement or the FTA-assisted PROJECT for which this contracted work is being performed. In addition to other penalties that may be applicable, the CONTRACTOR further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the CONTRACTOR to the extent the Federal Government deems appropriate.

B. The CONTRACTOR also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a PROJECT that is financed, in whole or in part, with federal assistance originally awarded by FTA under the authority of 49 USC Section 5307, the Federal Government reserves the right to impose the penalties of 18 USC Section 1001 and 49 USC Section 5307(n)(1) on the CONTRACTOR, to the extent the Federal Government deems appropriate.

C. The CONTRACTOR agrees to include the above two clauses in each subcontract, whether partly or wholly financed with federal assistance provided by FTA. It is further agreed that these clauses shall not be modified, except to identify the subcontractor who is subject to the provisions.

38. Drug-Free Workplace. The CONTRACTOR certifies by signing this AGREEMENT that it will provide a drug-free workplace, and shall establish policy prohibiting activities involving controlled substances in compliance with GC 8355 et seq. The CONTRACTOR is required to include the language of this certification in award documents for all sub-awards at all tiers (including subcontracts, contracts under grants, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. To the extent the CONTRACTOR, any third-party contractor at any tier, any subrecipient at any tier, or their employees, perform a safety-sensitive function under the PROJECT, the CONTRACTOR agrees to comply with, and assure the compliance of each affected third-party contractor at any tier, each affected subrecipient at any tier, and their employees with 49 USC 5331, and FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug use in Transit Operations," 49 CFR Part 655.

39. Charter Service Operations. The CONTRACTOR agrees to comply with 49 USC 5323(d) and 49 CFR Part 604, which provide that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions listed at 49 CFR Part 604 Subpart B. Any charter service provided under one of the exceptions must be incidental, meaning it must not interfere with or detract from the provision of mass transportation. The CONTRACTOR assures and certifies that the revenues generated by its incidental charter bus operations (if any) are, and shall remain, equal to or greater than the cost (including depreciation on Federally-assisted equipment) of providing the service. The CONTRACTOR understands that the requirements of 49 CFR Part 604 will apply to any charter service provided, the definitions in 49 CFR Part 604 apply to this AGREEMENT, and any violation of this AGREEMENT may require corrective measures and the imposition of penalties, including debarment from the receipt of further Federal assistance for transportation.

40. School Bus Operations. Pursuant to 49 USC Section 5323(f) and 49 CFR Part 605, the CONTRACTOR agrees that it and all its subcontractors will:

A. Engage in school transportation operations in competition with private school transportation operators only to the extent permitted by an exception provided by 49 USC Section 5323(f) and implementing regulations, and

B. Comply with requirements of 49 CFR Part 605 before providing any school transportation using equipment or facilities acquired with federal assistance awarded by FTA. The CONTRACTOR understands that the requirements of 49 CFR Part 605 will apply to any school transportation it provides, that the definitions of 49 CFR Part 605 apply to any school transportation agreement, and a violation of this AGREEMENT may require corrective measures and the imposition of penalties, including debarment from the receipt of further Federal assistance for transportation.

41. Use of $1 Coins. As applicable, and to comply with Section 104 of the Presidential $1 Coin Act of 2006, 31 USC Section 5112(p), the CONTRACTOR must ensure that FTA assisted property that requires the use of coins or currency in public transportation service or supporting service be fully capable of accepting and dispensing $1 coins.

42. Protection of Animals. The CONTRACTOR must ensure that all third-party contractors providing services involving the use of animals must comply with the Animal Welfare Act, 7 USC Section 2131 et seq. and Department of Agriculture regulations, "Animal Welfare", 9 CFR Subchapter A, Parts 1,2,3, and 4.

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43. Termination Clauses.
    A. Termination for Convenience. When it is in the STATE's best interest, the STATE reserves the right to terminate this AGREEMENT, in whole or in part, at any time by providing a ten (10) day written notice to the CONTRACTOR. The CONTRACTOR shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The CONTRACTOR shall promptly submit its termination claim to the STATE. If the CONTRACTOR has any property in its possession belonging to the STATE, the CONTRACTOR will account for the same, and dispose of it in the manner the STATE directs.
    B. Termination for Default.
        1. In the case of a default or a material breach of this contract, the STATE may exercise any or all of the remedies enumerated in Article II Section 5 or Article II Section 56 Subsection B Paragraph 1, as applicable.
        2. The STATE may terminate this AGREEMENT upon a finding that the CONTRACTOR has not made satisfactory progress toward procuring the PROJECT equipment, services, salary and wages, as appropriate, within twelve (12) months of execution of this AGREEMENT, has not billed within twelve (12) months of execution of this AGREEMENT, or that the CONTRACTOR is otherwise not complying with the terms of this AGREEMENT. Termination shall be by written notice specifying the reason for termination and giving the CONTRACTOR thirty (30) days to correct the default. The STATE shall be the sole judge as to whether the CONTRACTOR's corrective measures are adequate. If the CONTRACTOR fails to remedy the breach or default or any of the terms, covenants, or conditions of this AGREEMENT to the STATE's satisfaction, the STATE shall have the right to terminate the AGREEMENT without any further obligation to the CONTRACTOR. Any such termination for default shall not preclude the STATE from also pursuing all available remedies against the CONTRACTOR.
        3. The STATE may terminate this contract upon finding that the CONTRACTOR is not operating the PROJECT equipment in accordance with the PROJECT description in Exhibit A of this AGREEMENT, or that the CONTRACTOR is otherwise not complying with the terms of this contract. Termination shall be by written notice specifying the reason for termination and giving the CONTRACTOR thirty (30) days to correct the default. The STATE shall be the sole judge as to whether the CONTRACTOR's corrective measures are adequate. If the CONTRACTOR fails to remedy to the STATE's satisfaction the breach or default of any of the terms, covenants, or conditions of this contract, the STATE shall have the right to terminate the contract without any further obligation to the CONTRACTOR. Any such termination for default shall not preclude the STATE from pursuing all available remedies against CONTRACTOR and its sureties for said breach or default. If this AGREEMENT is subject to termination for default, the STATE reserves the right to seize vehicles or equipment procured under this AGREEMENT.
        4. CONTRACTOR shall remit to the STATE the proportional amount of current market value that exceeds $5,000 per unit at the time of disposition of PROJECT equipment, which shall be based on the Federal Share percentage of funds paid by CONTRACTOR under this AGREEMENT. Fair market value shall be deemed to be the value of the PROJECT equipment as determined by a competent appraisal at the time the equipment is withdrawn from use.
        5. CONTRACTOR shall return the equipment to the STATE in the same condition as when received by the CONTRACTOR, except for reasonable wear and tear resulting from its use. The parties shall thereupon determine the amount of compensation, if any, to be paid by the CONTRACTOR to the STATE in order to avoid any State liability to FTA or to others.
    C. Period of Performance Extension. If it is later determined by the STATE that the CONTRACTOR had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the CONTRACTOR, and after determining a new delivery of performance schedule, the STATE may allow the CONTRACTOR to continue work or treat the termination as a termination for convenience.
    D. Mutual Termination. The PROJECT may also be terminated if the STATE and the CONTRACTOR agree that its continuation would not produce beneficial results commensurate with the further expenditure of funds or if there are inadequate funds to operate the PROJECT equipment or otherwise complete the PROJECT.

44. Disputes. The STATE and the CONTRACTOR shall deal in good faith and attempt to resolve potential disputes arising under this AGREEMENT informally. If the dispute persists, the CONTRACTOR shall submit a written demand for a decision regarding the dispute to the STATE's authorized representative for this AGREEMENT or his or her designee. The STATE's authorized representative shall make a written decision regarding the dispute and will provide it to the CONTRACTOR. The CONTRACTOR shall have an opportunity to challenge the STATE's authorized representative's

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determination but must make that challenge in writing within ten (10) working days to the STATE's Chief, Office of Federal Transit Grants or his/her designee. If the CONTRACTOR challenge is not made within the ten (10) day period, the STATE's authorized representative's original written decision shall become the final decision of the STATE. The STATE and the CONTRACTOR shall submit written, factual information and supporting data in support of their respective positions. The decision of the STATE's Chief, Office of Federal Transit Grants or his/her designee shall be final, conclusive and binding regarding the dispute, unless the CONTRACTOR commences an action in court of competent jurisdiction to contest the decision in accordance with Division 3.6 of the California Government Code.

45. Procurement.
   A. Exclusionary or Discriminatory Specifications. Apart from inconsistent requirements imposed by Federal statue or regulations, the CONTRACTOR agrees that it will comply with the requirements of 49 USC Section 5323(h)(2) by refraining from using any Federal assistance funds awarded by the STATE on behalf of the FTA to support procurements using exclusionary or discriminatory specifications.
   B. For all procurements of commodities, property, supplies, equipment or services under an FTA assisted grant, the CONTRACTOR shall provide full and open competition and comply with the procurement requirements set forth in 49 USC Section 5325(a), applicable third-party procurement requirements of 49 USC Chapter 53, 49 USC Section 5325(b) to award a third-party contracting using a competitive procurement process, and other procurement requirements of Federal laws in effect now or as amended to the extent applicable. The CONTRACTOR shall prepare a bid or proposal package, including equipment and material specifications or a scope of work.
   C. Purchases over the federal micro-purchase threshold, or similar local threshold, which result in a third-party contract without an ongoing period of performance, shall be procured through a purchase order. Purchase orders shall contain all applicable federal third-party contract clauses. Upon request for reimbursement, the CONTRACTOR shall submit a copy of the purchase order to the STATE.
   D. The CONTRACTOR agrees that it may not use FTA assistance to support its procurements unless there is satisfactory compliance with federal laws and regulations. In accordance with applicable USDOT third-party procurement regulations at 2 CFR Part 1201 and the provisions of the Third-Party Contracting Circular, the following provisions apply to all procurements:
      1. To state clearly that the final contract award to any bidder or proposer requires prior written approval by the STATE and that procurement solicitations are consistent with the PROJECT description identified in Exhibit A.
      2. To comply with applicable Federal laws and regulations including, but not limited to, Federal transit laws at 49 USC Chapter 53, FTA regulations, and other Federal laws and regulations that contain requirements applicable to FTA recipients and their FTA assisted procurements. Also, to include all required Federal procurement provisions in each subcontract financed in whole or in part with Federal assistance provided by FTA.
      3. For all contracts and subcontracts financed with Federal assistance, to comply with cargo preference requirements of 46 USC Section 1241 and 46 CFR Part 381 when contracts involve equipment, materials, or commodities which may be transported by ocean vessels.
      4. In accordance with 49 USC Section 5325(e)(1), in the procurement of rolling stock, may not enter into a multi-year contract to purchase additional rolling stock and replacement parts with options exceeding five (5) years after the date of the original contract.
      5. To comply with 49 USC Section 5325(f), agrees that any third-party contract award it makes for rolling stock will be based on initial capital costs, or on performance, standardization, life cycle costs, and other factors, or on a competitive procurement process.
      6. To comply with the requirements of 49 USC Section 5323(m) and FTA regulations, "Pre-Award and Post-Delivery Audits of Rolling Stock Purchases," 49 CFR Part 663, and any revision thereto.
      7. To comply with the requirements of 49 USC Section 5318(c) and (e) and FTA regulations, "Bus Testing", 49 CFR Part 665, including the certification that before expending any Federal assistance to acquire the first bus of any new bus model or any bus model with a new major change in configuration or components or before authorizing final acceptance of that bus, that model of bus will have been tested at the Altoona Bus Research and Testing Center. The CONTRACTOR must obtain the final testing report and provide a copy of the report to the STATE.
      8. To require each bidder to certify that it has complied with 49 CFR Part 26, which requires each transit vehicle manufacturer to submit a certification that it has complied with FTA's DBE requirements.
      9. In subcontracts exceeding $100,000, to comply with all applicable standards, orders, or regulations issued

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pursuant to the Clean Air Act, as amended, 42 USC Section 7401 et seq. and federal Clean Water Act, as amended, 33 USC Section 1251 et seq. CONTRACTOR agrees to report and require each third-party contractor or subcontractor at any tier of the PROJECT to report any violation of these requirements resulting from any PROJECT implementation activity of a third-party contractor, subcontractor, or itself to FTA and the appropriate U.S. EPA Regional Office.

10. To comply with the mandatory energy standards and policies of the STATE's energy conservation plans under the Energy Policy and Conservation Act, as amended, 42 USC Section 6201 et seq., and perform an energy assessment for any building constructed, reconstructed or modified with federal assistance.
11. To comply with mandatory standards and policies relating to energy efficiency, which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act of 1975 (Public Law 94–163, 89 Statute 871, enacted December 22, 1975).
12. To the extent applicable, agrees to conform to the National Intelligent Transportation System (ITS) Architecture and Standards as required by 23 USC Section 517(d), 23 USC Section 512, including any notes thereto, and 23 CFR Parts 655 and 940, and follow the provisions of the FTA Notice, "FTA National ITS Architecture Policy on Transit projects," 66 Fed. Reg. 1455 et seq., and any other implementing directives FTA may issue at a later date, except to the extent the FTA determines otherwise in writing. Third-party contracts involving ITS must comply with Federal requirements.
13. In accordance with 40 CFR Part 85, "Control of Air Pollution from Mobile Sources," 40 CFR Part 86, "Control of Air Pollution from New and In-Use Motor Vehicles and New and In-Use Motor Vehicle Engines," and 40 CFR Part 600, "Fuel Economy of Motor Vehicles, the CONTRACTOR must include provisions in all third-party contract for procurement of rolling stock to ensure compliance with applicable Federal air pollution control and fuel economy regulations.
14. For PROJECTs designated as experimental, development, or research work, the CONTRACTOR must comply with patent and rights in data requirements in accordance with 37 CFR Part 401. The STATE and Federal government reserve a royalty-free, non-exclusive, and irrevocable right to reproduce, publish, or otherwise use the work for federal purposes and reserves the right to grant authority to others. The CONTRACTOR also agrees to include these requirements in each subcontract funded under the PROJECT.
15. CONTRACTOR shall refer to FTA "Best Practices Procurement Manual" for additional procurement guidance on procurement processes and any omissions applicable to the PROJECT. The CONTRACTOR's failure to comply with all mandates shall constitute a material breach of this AGREEMENT.
16. CONTRACTOR must comply with 2 CFR Part 225 or 2 CFR Part 230, as applicable, in determining whether PROJECT costs are allowable or unallowable. Where applicable, CONTRACTOR must comply with cost principles of FAR Chapter 1 Subpart 31.2.
17. CONTRACTOR must have written protest procedures describing its pre-bid/pre-proposal, post proposal, and post-award procedures. CONTRACTOR shall disclose the CONTRACTOR's protest procedures and the STATE's appeal process to all bidders. All CONTRACTOR's protest decisions must be dated and in writing. A protester must exhaust all administrative remedies with the CONTRACTOR before pursuing an appeal with the STATE. An appeal to the STATE must be filed no more than ten (10) calendar days from the date of the CONTRACTOR's protest decision, as evidenced by postmarked date. Reviews of protests by the STATE will be limited to:
    a. CONTRACTOR's failure to have or follow its own protest procedures.
    b. CONTRACTOR's failure to review a complaint or protest.
    c. Violations of federal or state law or regulation.
18. Construction or Facility Improvement Contracts, including those issued to Third-Parties.
    a. Davis-Bacon Act (contracts over $2,000.00). In accordance with 49 USC Section 5333(a) and the implementing regulations of 29 CFR Part 5, the CONTRACTOR shall comply with the employee protection requirements of the Davis-Bacon Act for construction activities exceeding $2,000 performed in connection with the PROJECT. The Davis-Bacon Act applies to contracts in excess of $2,000 for construction, alteration, or repair of public buildings or public works and requires the inclusion of a clause that no laborer or mechanic employed directly upon the site of the work shall receive less than the prevailing wage rates as determined by the U.S. Secretary of Labor.
    b. Bonding. For contracts or subagreements exceeding $100,000, the following bonding requirements must be included.

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i. Bid guarantee from each CONTRACTOR equivalent to five percent (5%) of the bid price
ii. Performance bond on the part of the CONTRACTOR for 100 percent (100%) of the contract price
iii. Payment bond in the amount of either fifty percent (50%) of the contract price if the contract price is not more than $1 million dollars, or forty percent (40%) of the contract price if the contract price is more than $1 million dollars

c. Copeland Anti-Kickback Act. For contracts or subagreements exceeding $100,000 and in accordance with 18 USC Section 874 Copeland "Anti-Kickback" Act, 29 CFR Part 3 "Contractors and subcontractors on Public Building or Public Work Financed in part by Loans or Grants from the United States," the CONTRACTOR and subcontractor are prohibited from requiring, by any means, any employee, to give up any part of his or her compensation to which he or she is otherwise entitled.

19. Seismic Safety. The CONTRACTOR agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify compliance to the extent required by the regulation. The CONTRACTOR also agrees to ensure that all work performed under this contract, including work performed under a subagreement, is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the PROJECT.
20. Recycled Products. The CONTRACTOR agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 USC 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

46. Bid or Proposal and Third-Party Contract Award. All procurement documents including, but not limited to, oral or written quotations, purchase orders, bid or proposal solicitation documents, CONTRACTOR's proposed third-party vendor selection documents, third-party contract modification or amendment documents, request for non-competitive bid, and use of assigned options (i.e. piggybacking) must be reviewed and approved by the STATE prior to the award of the third-party contract. No third-party contract awards of any type shall be made without prior written approval from the STATE. No third-party contract modifications of any type shall be made without prior written approval from the STATE. No exercise of optional periods of performance (Option Years) shall be made without prior written approval from the STATE. The CONTRACTOR, or procurement agent acting on its behalf, shall prepare the bid or proposal documents, solicit and receive competitive bids or proposals, evaluate the bids or proposals received, and select the lowest price compliant bid for award.
    A. The CONTRACTOR, or procurement agent acting on CONTRACTOR's behalf, shall forward to the STATE, at least twenty (20) business days prior to the release of the bid solicitation, a copy of the bid solicitation document, proposed third-party contract, independent cost estimate, and bidders list.
    B. At least twenty (20) business days prior to contract award, the CONTRACTOR, or procurement agent acting on CONTRACTOR's behalf, shall forward to the STATE a copy of the proposed third-party contract, verification of the incorporation of FTA-required third-party contract clauses, proof that the bid or proposal was publicly advertised, list of all bids, proposals, or price quotations received, a copy of the selected bid or proposal, copy of the bids or proposals where prices were lower than the selected vendor's, an explanation of the basis for selecting the selected vendor and for rejecting lower bids, if any. In the case of a single bid, sole source, or negotiated price contract, this explanation shall include a statement by the CONTRACTOR that the price is fair and reasonable and that the basis for that determination is consistent with guidance in the Third-Party Contracting Circular.
    C. At least twenty (20) business days prior to third-party contract modification or amendment implementation, the CONTRACTOR, or procurement agent acting on CONTRACTOR's behalf, shall forward to the STATE a copy of the proposed modification or amendment.
    D. All third-party contracts, subcontracts and contract modifications, and exercising of Option Years funded under the PROJECT shall include essential elements including, but not restricted to, parties, price or rate of compensation, scope of work, contract timeline, contract termination and other legal considerations.
    E. CONTRACTOR shall perform a cost or price analysis in connection with every procurement action funded under the PROJECT, including contract modifications and exercise of Option Years. Before receiving bids or proposals, CONTRACTOR must make independent cost estimates to determine price reasonableness.

47. FTA Regulations, Policies, Procedures and Directives. The CONTRACTOR shall at all times comply with all applicable FTA

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regulations, policies, procedures and directive, including, without limitation, those listed directly or by reference in the USDOT FTA Master Agreement between the STATE and FTA, as they may be amended or revised from time to time, during the term of this AGREEMENT. The CONTRACTOR's failure to so comply shall constitute a material breach of this AGREEMENT. In the event any portion, term, condition or provision of this AGREEMENT should be deemed illegal or in conflict with the laws of the State of California or with federal law or otherwise be unenforceable, the remaining portion, terms, conditions or provisions shall not be affected thereby.

48. Incorporation of FTA Terms. The provisions in this AGREEMENT include, in part, certain Standard Terms and Conditions required by the USDOT, whether or not expressly set forth in the AGREEMENT. All contractual provisions required by the USDOT, as set forth in the Third-Party Contracting Circular are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA-mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this AGREEMENT. The CONTRACTOR shall not perform any act, fail to perform any act, or refuse to comply with any STATE requests which would cause the STATE to be in violation of these Standard Terms and Conditions.

49. Amendments to Federal, State and Local Laws, Regulations and Directives. The terms of the most recent amendment to any Federal, State, or local laws, regulations, FTA directives, and amendments to the grant or cooperative contract that may be subsequently adopted, are applicable to the PROJECT to the maximum extent feasible, unless FTA provides otherwise in writing.

50. Property Maintenance and Inspection. While the PROJECT is in the possession or control of the CONTRACTOR, the CONTRACTOR shall operate or maintain the PROJECT in accordance with detailed maintenance and inspection schedules provided by the manufacturer, keeping a written log or record of all repairs and maintenance. The STATE and the FTA shall have the right to conduct periodic inspections for the purpose of confirming the existence, condition, and proper maintenance of the PROJECT. No alterations may be made to the PROJECT in its as-received condition without first receiving written approval from the STATE. The CONTRACTOR shall notify the STATE, within ten (10) working days of any loss or damage, including accident, fire, vandalism, theft, to the PROJECT.

51. Useful Life Standard. In accordance with the Award Management Circular and consistent with the SMP, the following Useful Life Standard (ULS) shall determine when PROJECT property will no longer be subject to monitoring and reporting requirements. CONTRACTOR will be released from the monitoring and reporting requirements after the STATE has approved CONTRACTOR's request for disposition of PROJECT property through the STATE's EGM system. While age and mileage are the primary criteria used to determine the useful life of vehicles, this determination is based on the date the vehicle or other equipment was put into active service, not the actual model year of the vehicle. These criteria are subject to review by the 5310, 5311, or 5339 Program Manager, as applicable, if either factor is less than the value shown below.

TYPE OF EQUIPMENT	USEFUL LIFE STANDARD
Minivans	4 years or 100,000 miles
Small, Medium, Large Bus	5 years or 150,000 miles
Larger Bus	7 years or 200,000 miles
Largest Bus (5311/5339 Only)	10 years or 350,000 miles
Computer Equipment	3 years
Asphalt Paving, Parking Lot (5311/5339 Only)	10 years
Bus Shelters (5311/5339 Only)	10 years
Building Structures (5311/5339 Only)	40 years
Bus Lift	15 years
Bus Stop Signs (5311 Only)	5 years
Communication Equipment	3 years
Communication Equipment on Vehicles	Same as ULS associated with Vehicle
Farebox/Ticket Machine	10 years
Surveillance Equipment	3 years

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52. Property Ownership and Relinquishment.
    A. At all times while PROJECT property or equipment is in the possession or control of the CONTRACTOR, the CONTRACTOR shall be the registered owner and the STATE shall be the legal owner (lien holder). Whenever any PROJECT property or equipment is withdrawn from the PROJECT for any reason, the CONTRACTOR shall immediately notify the STATE. The CONTRACTOR shall not transfer ownership of PROJECT property or equipment at any time while this AGREEMENT is in effect. As lien holder, the STATE may take possession of PROJECT property or equipment due to the CONTRACTOR's non-compliance with contract terms or by mutual agreement between the STATE and the CONTRACTOR. The STATE shall retain the original Certificate of Title until such time that disposition of PROJECT property or equipment is released by the STATE to the CONTRACTOR or other appropriate party.
    B. Whenever any PROJECT property or equipment is withdrawn from the service for any reason prior to meeting the ULS, and at the discretion of the STATE, the CONTRACTOR shall be required to do one of the following:
        1. Remit to the STATE, for repayment to the FTA, a proportional amount of the fair market value of the property, which shall be determined on the basis of the ratio of the Federal grant funds paid under this AGREEMENT to the actual purchase cost of the property. Fair market value shall be deemed to be either 1) the unamortized value of the remaining service life per unit based on a straight-line depreciation of the original purchase price or 2) the Federal Share of the sale price.
        2. Relinquish the property to the STATE in the same condition as when received by the CONTRACTOR except for reasonable wear and tear resulting from its use. The parties shall thereupon determine the amount of compensation, if any, to be paid by the CONTRACTOR to the STATE in order to avoid any STATE liability to FTA or to others. Upon subsequent disposal of the property, the STATE shall reimburse the CONTRACTOR for its proportional amount of the property value received or identified by the STATE, if any.
        3. When PROJECT property is lost or damaged by fire, casualty, or natural disaster, the fair market value shall be calculated on the basis of the condition of the property immediately before the fire, casualty, or natural disaster, irrespective of the extent of insurance coverage. Based on the calculation, the proceeds shall be applied to the cost of replacing the damaged or destroyed PROJECT property taken out of service.
        4. If any damage to PROJECT property results from abuse or misuse occurring with the CONTRACTOR's knowledge and consent, the CONTRACTOR agrees to restore the PROJECT property to its original condition or refund the value of the Federal interest in that property to the STATE.

53. Worker's Compensation. The CONTRACTOR hereby warrants that it carries Workers' Compensation Insurance on all of its employees who will be engaged in the performance of this AGREEMENT. If staff provided by the CONTRACTOR is defined as independent contractors, this clause does not apply.

54. Insurance.
    A. While the PROJECT equipment is in the possession or control of the CONTRACTOR, the CONTRACTOR shall maintain adequate insurance protection against liability for damages for personal bodily injuries (including death), property damage, and vehicle damage as conditioned in this section.
    B. The minimum limits of liability may be increased by the STATE at any time upon thirty (30) days notice to CONTRACTOR.
    C. The CONTRACTOR shall place Vehicle Physical Damage, including collision and comprehensive (fire, theft, etc.) insurance for amounts equal to the actual cash value of each vehicle and any other equipment that is part of the PROJECT equipment, with deductibles acceptable to the STATE. This insurance shall include a provision designating the State of California, Department of Transportation as the Loss Payee for all purposes of adjusting, settling, or paying claims for damage to the insured vehicle(s).
    D. The STATE, its officers, employees, and agents shall be named as additional insured.
    E. The STATE is designated as the Loss Payee for claims of damage to the insured vehicle(s).
    F. The STATE will not be responsible for any premiums or assessments on the policy.
    G. The CONTRACTOR, and/or third-party subcontractor, shall furnish to the STATE, before delivery of the PROJECT vehicle(s) to the CONTRACTOR, a certificate of insurance issued by a company licensed to write such insurance in California.
    H. Prior to the annual insurance policy expiration date, the CONTRACTOR shall furnish to the STATE a new certificate of insurance or other written evidence of insurance satisfactory to the STATE. At any time that such evidence of

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insurance has not been provided, the STATE shall have the immediate right to take possession of the PROJECT equipment and to enter the property of the CONTRACTOR for this purpose.

I. The CONTRACTOR shall provide the STATE at least thirty (30) day notice of cancellation or material change of the vehicle insurance policy.

J. Public Agency or For-Profit CONTRACTORs. The following terms apply to all CONTRACTORs who are defined as a Public Agency or For-Profit entity, regardless if they are providing the service as the prime CONTRACTOR or subcontractor:

1. Property Damage: The CONTRACTOR shall place property damage per occurrence (combined single limit), whether the property of one or more claimants, in an amount not less than one million five hundred thousand dollars ($1,500,000) for property damage liability in respect to vehicles with seating capacity of fifteen (15) or less, or five million dollars ($5,000,000) for property damage liability combined in respect to vehicles with seating capacity of sixteen (16) or more.
2. Bodily Injury: The CONTRACTOR shall place bodily injury per occurrence (combined single limit) in an amount not less than one million five hundred thousand dollars ($1,500,000) in respect to vehicles with seating capacity of fifteen (15) or less, or five million dollars ($5,000,000) in respect to vehicles with seating capacity of sixteen (16) or more.
3. Vehicle Physical Damage: The CONTRACTOR shall place Vehicle Physical Damage, including collision and comprehensive (fire, theft, etc.) insurance for amounts equal to the actual cash value of each vehicle and any other equipment that is part of the PROJECT equipment, with deductibles acceptable to the STATE. This insurance shall include a provision designating the State of California, Department of Transportation as the Loss Payee for all purposes of adjusting, settling, or paying claims for damage to the insured vehicle(s).

K. Non-Profit Agencies: The following terms apply to all CONTRACTORs who are defined as a non-profit agency, regardless if they are providing the service as the prime CONTRACTOR or subcontractor:

1. Property Damage: The CONTRACTOR shall place property damage per occurrence (combined single limit), whether the property of one or more claimants, in an amount not less than one million dollars ($1,000,000) for property damage liability in respect to vehicles with seating capacity of fifteen (15) or less, or one million five hundred thousand dollars ($1,500,000) for property damage liability in respect to vehicles with seating capacity of sixteen (16) or more.
2. Bodily Injury: The CONTRACTOR shall place bodily injury per occurrence (combined single limit) in an amount not less than one million dollars ($1,000,000) in respect to vehicles with seating capacity of fifteen (15) or less, or one million five hundred thousand dollars ($1,500,000) for bodily injury in respect to vehicles with seating capacity of sixteen (16) or more.
3. Vehicle Physical Damage: The CONTRACTOR shall place Vehicle Physical Damage, including collision and comprehensive (fire, theft, etc.) insurance for amounts equal to the actual cash value of each vehicle and any other equipment that is part of the PROJECT equipment, with deductibles acceptable to the STATE. This insurance shall include a provision designating the State of California, Department of Transportation as the Loss Payee for all purposes of adjusting, settling, or paying claims for damage to the insured vehicle(s).

55. Excise Tax. The State of California is exempt from federal excise taxes and no payment will be made for any taxes levied on employees' wages. The STATE will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this AGREEMENT. California may pay any applicable sales and use tax imposed by another state.

56. Potential Subcontractors.

A. No Relationship Between STATE and Third-Party Contractor. Nothing contained in this AGREEMENT or otherwise, shall create any contractual relation, obligation or liability between the STATE and any third-party contractors, and no third-party agreement shall relieve the CONTRACTOR of his responsibilities and obligations hereunder. The CONTRACTOR agrees to be as fully responsible to the STATE for the acts and omissions of its third-party contractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the CONTRACTOR. The CONTRACTOR's obligation to pay its third-party contractors is an independent obligation from the STATE's obligation to make payments to the CONTRACTOR. As a result, the STATE shall have no obligation to pay or to enforce the payment of any moneys to any third-party contractor.

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B. Third-Party Contracts and Subagreements Affected. To the extent applicable, federal requirements extend to third-party contractors and their contracts at every tier, and to the subcontractors of third-party contractors and their subagreements at every tier. Accordingly, the CONTRACTOR agrees to include, and to require its third-party contractors to include appropriate clauses in each third-party contract and each subagreement financed in whole or in part with financial assistance provided by FTA. In particular, the following clauses regarding DBE Contract Assurance, DBE Participation Goal, Continued Compliance and Prompt Payment and Return of Retainage clauses apply to this AGREEMENT and shall be included in every subcontract or subaward made by the CONTRACTOR.

1. DBE Contract Assurance. The CONTRACTOR, or SUBCONTRACTOR shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The CONTRACTOR or SUBCONTRACTOR shall carry out applicable requirement of 49 CFR Part 26 in the award and administration of [Federal] DOT-assisted contracts. Failure by the CONTRACTOR or SUBCONTRACTOR to carry out these requirements is a material breach of this contract, which may result in the termination of the Standard Agreement between the STATE and the Awarding Agency, the termination of this contract by the Awarding Agency, or such other remedy the STATE or Awarding Agency deems appropriate, which may include, but is not limited to:
   a. Withholding monthly progress payments;
   b. Assessing sanctions;
   c. Liquidated damages; and/or
   d. Disqualifying the CONTRACTOR from future bidding as non-responsive.
2. DBE Participation Goal. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The contract goal for participation of Disadvantaged Business Enterprises (DBE) for this contract is [XX]%. Offerors are required to document sufficient DBE participation to meet the contract goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53 (3)(i)(A). Award of this contract is conditioned on submission of the following:
   a. If the offer meets the DBE contract goal, the offeror must include a completed ADM-0227F form.
   b. If the offer does not meet the DBE contract goal, the offeror must include a completed ADM-0312F form that documents the offeror's good faith efforts (GFE) and ADM-0227F form.
   c. The contractor shall not terminate the DBE subcontractors listed on ADM-0227F without the Awarding Agency's prior written consent and concurrence from the DBELO. The Awarding Agency may provide such written consent only if the contractor has good cause to terminate the DBE firm. Before transmitting a request to terminate, the contractor shall give notice in writing to the DBE subcontractor of its intent to terminate and the reason for the request. The contractor shall give the DBE five (5) days to respond to the notice and advise of the reasons why it objects to the proposed termination. When a DBE subcontractor is terminated or fails to complete its work on the contract for any reason, the contractor shall make good faith efforts (GFE) to find another DBE subcontractor to substitute for the original DBE and immediately notify the Awarding Agency in writing of its efforts to replace the original DBE. These good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the Contract as the DBE that was terminated, to the extent needed to meet the Contract goal established for this procurement.
   d. Awarding Agency shall notify the Caltrans DBE Liaison Officer (DBELO) in the event the Awarding Agency finds the CONTRACTOR or SUBCONTRACTOR is in violation of 49 CFR Part 26 within five (5) business days the finding is made.
3. Continued Compliance. The Awarding Agency shall monitor the Contractor's DBE compliance during the life of this contract and submit to the state a completed ADM-0369 form in each their request for reimbursement (RFR) packet.

C. No Federal Government Obligations to Third Parties. The CONTRACTOR agrees that, absent of the Federal Government's express written consent, the Federal Government shall not be subject to any obligations or liabilities to any contractor, any third-party contractor, or any other person not a party to the Grant Agreement in connection with the performance of the PROJECT. Notwithstanding any concurrence provided by the Federal Government in, or approval of, any solicitation or third-party agreement, the Federal Government continues to have no obligation or liabilities to any party, including the CONTRACTOR or third-party contractor.

D. Obligations on Behalf of the STATE. The CONTRACTOR shall have no authority to contract for or on behalf of the STATE or to incur obligations on behalf of the STATE.

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E. STATE Approval of All Third-Party Contracts. The STATE shall approve in writing all proposed third-party contract agreements, Memoranda of Understanding, Intergovernmental Agreements, or similar documents relating to the performance of this AGREEMENT prior to implementation. The CONTRACTOR agrees that it will not enter into any third-party contracts unless the same are approved in writing by the STATE. Any proposed amendments to such third-party contracts must be approved by the STATE prior to implementation.

57. Federal Prompt Payment and Return of Retainage.
    A. The Awarding Agency shall comply with 49 CFR Part 26.29 and ensure the contractor pay its subcontractors performing work satisfactorily completed related to this contract no later than seven (7) days after the contractor's receipt of payment for work from the Awarding Agency.
    B. Unless the approved project is for Construction, the contractor shall not hold retainage (withhold retention) from any subcontractor. The state shall not hold retainage from any contractor.
    C. If a dispute arises regarding Construction projects only, the contractor may exercise its rights under California Public Contract Code (PCC) Sections 10262 and 10262.5 or California Business and Professions Code (BPC) Section 7108.5, as applicable.
    D. The contractor is required to pay its subcontractors for satisfactory performance of work related to this Agreement no later than seven (7) days after the contractor's receipt of payment for that work from the State. In addition, the contractor is required to return any retainage payment to any subcontractor within seven (7) days after the subcontractor's work related to this Agreement is satisfactorily completed.

58. Narrowband Migration. The CONTRACTOR must comply with the Federal Communications Commission Public Notice DA09-2589 deadline for private land mobile radio services in the 150-174 MHz and 421-512 MHz bands which will migrate to narrowband (12.5 kHz or narrower) technology effective January 1, 2013.

59. Indemnification. Neither the STATE nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by CONTRACTOR and/or its agents under or in connection with any work, authority or jurisdiction conferred upon CONTRACTOR under this AGREEMENT. It is understood and agreed that CONTRACTOR and/or its agents shall fully defend, indemnify and save harmless the STATE and all its officers and employees from all claims, suits or actions of every name, kind and description brought forth including, but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by CONTRACTOR and/or its agents, employees, and representatives under this AGREEMENT.

60. DBE Forms Referenced Herein. Forms ADM-0312F and ADM-0227F that are named in Section 56 are maintained, used and supplied by the STATE. CONTRACTOR shall use and complete these forms as directed by the STATE. The STATE shall determine the schedule for reporting of required DBE information and the submittal of these DBE forms.

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ARTICLE III
SPECIAL TERMS AND CONDITIONS

1. Purchase Order. Upon approval by the STATE of a procurement award, the CONTRACTOR (or procurement agent acting on CONTRACTOR's behalf) may issue a purchase order for the PROJECT. Each purchase order shall be consistent with the approved bid award listed in Exhibit A, be consistent with Billing and Payment instructions listed in Article I of this AGREEMENT and include a reference to the STATE's contract number as assigned to this AGREEMENT.

2. Disposition. The disposition of the PROJECT and any PROJECT-related equipment or property shall be made in accordance with 49 USC Chapter 53, the applicable Program Circular, and the SMP. Disposition requests are generally submitted through the STATE's EGM system.

3. Release of Title. While the STATE is lienholder of a vehicle, CONTRACTOR is obligated to provide periodic reporting as described in Article III, even if the PROJECT's ULS has been exceeded. When the ULS has been achieved, the STATE shall remain the lien holder for vehicles or equipment until all steps in the Disposition process described in the preceding section are completed. The STATE solely determines whether the ULS has been achieved. ULS requirements are enumerated in Article II. The STATE may base its determination upon PROJECT mileage, PROJECT age or a combination of both. Upon determining the ULS has been achieved, the STATE shall release title to the CONTRACTOR. CONTRACTOR shall keep either PROJECT or proceeds from the sale of PROJECT in its public transportation program.

4. Complementary Paratransit Service. Any CONTRACTOR providing complementary paratransit service, certifies that it submitted to the STATE an initial plan for compliance with the complementary paratransit service provision by January 26, 1992, as required by 49 CFR Part 37, and has provided the STATE annual updates to its plan, as required by 49 CFR Part 37 Section 139(j).

5. Reporting Requirements. The CONTRACTOR must submit the following reports. Reporting shall be submitted no later than the date set by the STATE and submitted in a format designated by the STATE. The STATE may require reports be submitted through its EGM system. Late, inaccurate or non-reporting may result in the withholding of reimbursements and/or grounds for termination of the PROJECT or of this AGREEMENT.
   A. Federal Funding Accountability and Transparency Act (FFATA) Reporting. CONTRACTOR on its own behalf and for any of its Subcontractors shall comply with the requirements of FFATA, as required by the FFATA Public Law 109-282, 31 U.S.C. 6101. If requested to do so by the STATE, CONTRACTOR shall submit required information by the date determined by the STATE to allow the STATE to timely fulfill its reporting obligations under FFATA.
   B. Milestone Reporting and Current Schedule. The CONTRACTOR shall submit an annual report of progress made on the PROJECT no later than thirty (30) days after the close of the annual federal reporting period of October 1 through September 30. Milestone Reports are due no later than October 30. The STATE collects information regarding current PROJECT schedule, contemplated schedule changes and the reasons for such changes.
   C. Final Reporting. The CONTRACTOR shall submit a final PROJECT report documenting final PROJECT costs. This report shall be in the format provided by the STATE, which may be available through the STATE's EGM system. For 5310 Program, this report shall include a narrative on PROJECT outcomes and a discussion of any program performance measures referenced in the APPLICATION.
   D. Program Specific Required Reports.
      1. 5311 Program (including 5311(f) and CMAQ) and 5339 Program: National Transit Data (NTD) Reporting. CONTRACTOR annually shall submit their NTD data in a timely manner as directed by the STATE. This requirement applies to all subrecipients that also receive FTA 5307 funds.
      2. 5311 Program Operating Assistance Projects: Drug and Alcohol Management Information System (DAMIS) Reporting. CONTRACTOR shall submit their DAMIS data annually, as required by FTA.
      3. 5310 Program Capital and Mobility Management Projects: Bi-Annual Reporting. The CONTRACTOR shall submit a Bi-Annual Report of vehicle/equipment usage, progress made on mobility management activities, or progress made on Local Procurement activities after each federal reporting period. The federal reporting periods run from October 1 through March 31; and from April 1 through September 30. Bi-Annual reports are due no later than April 30 and October 30 of each calendar year.
      4. 5310 Operating Assistance Reporting: Annual Reporting. The CONTRACTOR shall submit an annual report of

Attachment: MCLTC SA 64TO21-01844 (LTC-2023-3 : Approve Agreement with CA Department of Transportation, DRMT)

progress made on the PROJECT no later than thirty (30) days after the close of the annual federal reporting period of October 1 through September 30. Annual reports are due no later than October 30.

6. Liability Insurance. In addition to Article II Section 53 Insurance, the following provisions shall also apply.
   A. The CONTRACTOR is responsible for any deductible or self-insured retention contained within the insurance program.
   B. Coverage must be in force for the complete term of this AGREEMENT. If insurance expires during the term of the AGREEMENT, a new certificate must be received by the STATE at least ten (10) days after the expiration of this insurance. This new insurance must still meet the terms of this AGREEMENT.
   C. In the event CONTRACTOR fails to keep in effect at all times the specified insurance coverage, the STATE may, in addition to any other remedies it may have, terminate this AGREEMENT upon the occurrence of such event, subject to the provisions of the AGREEMENT.
   D. Any insurance required to be carried shall be primary, and not excess, to any other insurance carried by the STATE.
   E. Public Agency or For-Profit CONTRACTORs. The following terms apply to all CONTRACTORs who are defined as a Public Agency or For-Profit entity, regardless if they are providing the service as the prime CONTRACTOR or subcontractor:
      1. Commercial General Liability, of which the liability limits shall be at least:
         a. $2,000,000 for each occurrence (combined single limit for bodily injury and property damage).
         b. $2,000,000 aggregate for products liability completed operations.
         c. $4,000,000 general aggregate. This general aggregate limit shall apply separately to the CONTRACTOR's work under this AGREEMENT.
         d. $15,000,000 umbrella or excess liability. For Projects over $25,000,000 only, an additional $10,000,000 umbrella or excess liability (for a total of $25,000,000). Umbrella or excess policy shall include products liability completed operations coverage and may be subject to $15,000,000 or $25,000,000 aggregate limits. Further, the umbrella or excess policy shall contain a clause stating that it takes effect (drops down) in the event the primary limits are impaired or exhausted.
      2. The STATE, including its officers, directors, agents, and employees, shall be named as additional insured under the Commercial General Liability policy with respect to liability arising out of or connected with work or operations performed by or on behalf of CONTRACTOR under this AGREEMENT.
      3. The policy shall stipulate that the insurance afforded the additional insured shall apply as primary insurance. Any other insurance or self-insurance maintained by the STATE will be excess only and shall not be called upon to contribute with this insurance.
   F. Non-Profit Agencies. The following terms apply to all CONTRACTORs who are defined as a non-profit agency, regardless if they are providing the service as the prime CONTRACTOR or subcontractor:
      1. Commercial General Liability, of which the liability limits shall be at least:
         a. $2,000,000 for each occurrence (combined single limit for bodily injury and property damage).
         b. $2,000,000 aggregate for products completed operations.
         c. $4,000,000 general aggregate. This general aggregate limit shall apply separately to the CONTRACTOR's work under this AGREEMENT.
         d. $5,000,000 umbrella or excess liability. For Projects over $25,000,000 only, an additional $10,000,000 umbrella or excess liability (for a total of $15,000,000). Umbrella or excess policy shall include products liability completed operations coverage and may be subject to $5,000,000 or $15,000,000 aggregate limits. Further, the umbrella or excess policy shall contain a clause stating that it takes effect (drops down) in the event the primary limits are impaired or exhausted.
      2. The STATE, including its officers, directors, agents, and employees, shall be named as additional insured under the Commercial General Liability policy with respect to liability arising out of or connected with work or operations performed by or on behalf of CONTRACTOR under this AGREEMENT.
      3. The policy shall stipulate that the insurance afforded the additional insured shall apply as primary insurance. Any other insurance or self-insurance maintained by the STATE will be excess only and shall not be called upon to contribute with this insurance.

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Attachment: MCLTC SA 64TO21-01844 (LTC-2023-3 : Approve Agreement with CA Department of Transportation, DRMT)

MARIPOSA COUNTY

HHS/Fiscal · (209) 966-2000

RESOLUTION - ACTION REQUESTED 2023-24

MEETING: January 17, 2023

TO: The Board of Supervisors

FROM: Joe Lynch, Health & Human Services Agency Director

RE: Rescind Resolution 22-729; Approve Agreement to Hire Retired Annuitant as Psychiatrist

---

RECOMMENDATION AND JUSTIFICATION:

Rescind Resolution 2022-729; Approve an Agreement to Hire Jonathan Harry as a Retired Annuitant Extra Help Psychiatrist at the Hourly Rate of $270.86; and Authorize the Board of Supervisors Chair to Sign the Agreement.

Dr. Jonathan Harry retired as the Chief Psychiatrist at Central California Women's Prison on December 29, 2022. Dr. Harry sees many patients as part of the Behavioral Health programs at Mariposa County Health & Human Services Agency. This item will allow Dr. Harry to continue care of these patients without the normal delay required for retired annuitants.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

A similar action was approved on January 9, 2018, for Tonya Harmon-Knox to complete training for her successor in the Child Support Services Department. Also, an item was approved on December 6, 2022, for Sarah Williams to complete updates in the General Plan.

This item was previously presented and adopted on December 20th, 2022, with Resolution 2022-729; however, the Scope of Work was not attached.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Do not approve. HHSA will not have an on-site psychiatrist, and continuity of care will not be achieved.

FINANCIAL IMPACT:
No fiscal impact. There is sufficient funding for this extra help position. There will be no impact to the County General Fund.

ATTACHMENTS:
Harry, Jonathan Retired Annuitant Extra Help Agreement 01-01-2023 - 06-30-2023 (1) (DOC)

REF ID# 13701

Psychiatrist SOW (DOCX)

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

Attachment: Harry, Jonathan Retired Annuitant Extra Help Agreement 01-01-2023 - 06-30-2023 (1) (RES-2023-24 : Rescind Resolution 22-729;

EXTRA-HELP EMPLOYMENT AGREEMENT

This **AGREEMENT** is entered into on the date last below written by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as "**COUNTY**," and Jonathan Harry herein referred to as "**EMPLOYEE**," for services to be provided to Mariposa County.

WITNESSETH:

WHEREAS, COUNTY is in need of services to be provided to the Health & Human Services Agency, and

WHEREAS, EMPLOYEE is qualified and desires to provide services to the Health & Human Services Agency;

NOW THEREFORE, in consideration of the mutual covenants and conditions hereinafter contained, the **PARTIES** hereto agree as follows:

1. **EMPLOYEE** agrees to provide the services described in Paragraph 2 below, and to perform the tasks as set out therein, to **COUNTY**, commencing **01/01/2023**, and terminating **06/30/2023**.

2. **EMPLOYEE** shall not be entitled to work in excess of **960** HOURS. Said services and/or tasks shall be conducted at the direction of the Health & Human Services Director who shall be responsible for administering the terms of this **AGREEMENT**.

3. Services and/or tasks to be performed by **EMPLOYEE**: Scope of work as defined in Exhibit "A" attached hereto.

4. **EMPLOYEE** is an extra-help employee of the **COUNTY** and as such shall not receive insurance benefits, vacation leave, or most benefits which regular full-time **COUNTY** employees receive. **EMPLOYEE** does receive paid sick leave pursuant to the *Healthy Workplaces/Healthy Families Act of 2014* and the *Paid Sick Leave Policy for Mariposa County Extra-Help Employees*. **EMPLOYEE** understands and agrees the **EMPLOYEE** is not entitled to job rights of regular full-time **COUNTY** employees, including, but not limited to, grievance procedures.

5. **EMPLOYEE** shall receive workers' compensation benefits.

6. **COUNTY** agrees to pay **EMPLOYEE** an hourly rate of **Two Hundred Seventy Dollars and 86 Cents ($270.86)** per hour, for services described above. Payments will be made upon submission of an "HOURLY TIME SHEET," and shall be submitted to the Auditor as prescribed by the Auditor's monthly payment schedule.

7. Any notifications which need to be forwarded to a **PARTY** to this **AGREEMENT** shall be provided as follows:

COUNTY: County of Mariposa
P.O. Box 1917
Mariposa, CA 95338

EMPLOYEE: Jonathan Harry
5585 Bear Creek Drive
Catheys Valley, CA 95306

8. This **AGREEMENT** may be terminated immediately by **EITHER PARTY** hereto, with or without cause. In such circumstance, **EMPLOYEE** shall be reimbursed by **COUNTY** for the hours worked prior to termination in accordance with this **AGREEMENT**.

9. All material, literature, documentation, research, notes or calculations, whether completed or not, and regardless of when obtained, developed or otherwise acquired by **EMPLOYEE** as a result of this **AGREEMENT**, shall become the property of **COUNTY** and **COUNTY** shall retain all rights to dispose, print or publish, or otherwise utilize it as it deems appropriate.

10. **COUNTY** shall provide working space, supplies, materials and other such support, as can reasonably be provided to **EMPLOYEE** in the performance of the services and tasks as described herein. **COUNTY** shall reimburse **EMPLOYEE** for all authorized travel and other authorized expenses incurred in the performance of the services and tasks as described herein, as prescribed by **COUNTY** policy.

11. This **AGREEMENT** is an Extra-Help Employment **AGREEMENT** between **COUNTY** and **EMPLOYEE** for the services of **EMPLOYEE**. No other person, associate or firm may be substituted by **EMPLOYEE** at any time without the express written consent of **COUNTY**.

12. This **AGREEMENT** shall be interpreted pursuant to the laws of the State of California.

IN WITNESS WHEREOF, the **PARTIES** hereto have hereunto executed this **AGREEMENT**.

EMPLOYEE	**COUNTY OF MARIPOSA**
_____	_____
Jonathan Harry	Rosemarie Smallcombe, Chair Mariposa County Board of Supervisors
_____	_____
Date	Date

Attachment: Harry, Jonathan Retired Annuitant Extra Help Agreement 01-01-2023 - 06-30-2023 (1) (RES-2023-24 : Rescind Resolution 22-729;

Exhibit A – Scope of Work (SOW)

1. Evaluate patients for medical necessity and psychiatric needs
2. Provides treatment for patients including medication management
3. Checks and records vital signs of patients and performs related tests as required.
4. Consults with staff members on individual cases to ensure optimum levels of care and case management is provided
5. Fully documents diagnosis and treatment and monitors patient records for accuracy and completeness
6. Serves as Medical Director and approve Substance Use Disorder (SUD) treatment plans as required by the California Department of Health Care Services (DHCS)
7. Approves the policies and procedures for DHCS SUD programs.
8. Reviews the SUD assessments for every client within 30 days of admission.
9. Evaluates the diagnosis and medical necessity for SUD services.
10. Approves SUD treatment justification forms before the 5th or 6th month of service.
11. Signs DHCS treatment plans within 15 days of the counselor's signature.
12. Ensures that there is a physical examination on file or that the SUD treatment plan has this as a goal.
13. The medical director may not delegate any of the DHCS/SUD duties.
14. Consults with and educates patients, family members, and other medical providers concerning treatment and recovery plans.
15. Works collaboratively with other providers and peers working in the community.
16. Provides on-going direction and education to staff.
17. Responds to emergency medical situations as necessary

Attachment: Psychiatrist SOW (RES-2023-24 : Rescind Resolution 22-729; Approve Agreement to Hire Retired Annuitant as Psychiatrist)

MARIPOSA COUNTY

Auditor · (209) 966-7606

RESOLUTION - ACTION REQUESTED 2023-25

MEETING: January 17, 2023

TO: The Board of Supervisors

FROM: Luis Mercado, Auditor

RE: Adopt a Resolution for CalPERS to Bypass 180 Day Waiting Period for Retired Annuitant

---

RECOMMENDATION AND JUSTIFICATION:

Adopt a Resolution to be Submitted to CalPERS that is Required to Bypass the 180 Day Waiting Period to Hire Jonathan Harry as a Retired Annuitant Extra Help Psychiatrist at the Hourly Rate of $270.86.

Per CalPERS Retired Annuitant rules, CalPERS requires this Resolution to be adopted in order to bypass the 180 Day waiting period that a retiree must wait to work as a Retired Annuitant.

Dr. Jonathan Harry retired as the Chief Psychiatrist at Central California Women's Prison on December 29, 2022. Dr. Harry sees many patients as part of the Behavioral Health programs at Mariposa County Health & Human Services Agency. This item will allow Dr. Harry to continue care of these patients without the normal delay required for retired annuitants.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

On December 20, 2022, Resolution 2022-729 was adopted to approve an Extra Help Agreement between Dr. Harry and the County of Mariposa. This Resolution is required in addition to this Extra Help Agreement for Dr. Harry to continue working for the County without waiting the customary 180 days.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Do not approve. HHSA Behavioral Health will not have an on-site psychiatrist and continuity of care will not be achieved.

FINANCIAL IMPACT:
No fiscal impact. There is sufficient funding for this extra help position. There will be no impact to the County General Fund.

ATTACHMENTS:
180-day-wait-service-public-agencies (DOCX)

REF ID# 13668

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

RESOLUTION OF THE BOARD OF SUPERVISORS
COUNTY OF MARIPOSA

RESOLUTION FOR 180-DAY WAIT PERIOD EXCEPTION

Gov. Code sections 7522.56 & 21224

Resolution Number -

Date of Resolution -

WHEREAS, in compliance with Government Code section 7522.56 of the Public Employees' Retirement Law, the Mariposa County Board of Supervisors must provide CalPERS this certification resolution when hiring a retiree before 180 days has passed since their retirement date; and

WHEREAS, Jonathan Harry, CID# 1095071804, retired from Central California Women's Prison in the position of Chief Psychiatrist, effective 12/30/2022; and

WHEREAS, Gov. Code section 7522.56 requires that post-retirement employment commence no earlier than 180 days after the retirement date, which is 6/29/2023 without this certification resolution; and

WHEREAS, Gov. Code section 7522.56 provides that this exception to the 180-day wait period shall not apply if the retiree accepts any retirement-related incentive; and

WHEREAS, the Mariposa County Board of Supervisors, the Central California Women's Prison and Jonathan Harry certify that Jonathan Harry has not and will not receive a Golden Handshake or any other retirement-related incentive; and

WHEREAS, the Mariposa County Board of Supervisors hereby appoints Jonathan Harry as an extra help retired annuitant to perform the duties of the Extra Help Psychiatrist for the County of Mariposa under Gov. Code section 21224 effective January 1, 2023; and

WHEREAS, the entire employment agreement, contract or appointment document between Jonathan Harry and the County of Mariposa has been reviewed by this body and is attached herein; and

WHEREAS, no matters, issues, terms, or conditions related to this employment and appointment have been or will be placed on a consent calendar; and

WHEREAS, the employment shall be limited to 960 hours per fiscal year for all CalPERS employers; and

WHEREAS, the compensation paid to retirees cannot be less than the minimum nor exceed the maximum monthly base salary paid to other employees performing comparable

Attachment: 180-day-wait-service-public-agencies (RES-2023-25 : Adopt a Resolution for CalPERS to Bypass 180 Day Waiting Period for

duties, divided by 173.333 to equal the hourly rate; and

WHEREAS, the maximum base salary for this position is $46,948.16 and the hourly equivalent is $270.86, and the minimum base salary for this position is $39,124.05 and the hourly equivalent is $225.72; and

WHEREAS, the hourly rate paid to Jonathan Harry will be $270.86; and

WHEREAS, Jonathan Harry has not and will not receive any other benefit, incentive, compensation in lieu of benefit or other form of compensation in addition to this hourly pay rate; and

THEREFORE, BE IT RESOLVED THAT the Mariposa County Board of Supervisors hereby certifies the nature of the appointment of Jonathan Harry as described herein and detailed in the attached employment agreement/contract/appointment document and that this appointment is necessary to fill the critically needed position of Extra Help Psychiatrist for the County of Mariposa by January 1, 2023, because of the need for a Psychiatrist for patients that are part of the Behavioral Health Program and the County's inability to find someone with the appropriate qualifications to do so.

PASSED AND ADOPTED by the Mariposa County Board of Supervisors this 10th day of January 2023 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAINED:

_____

Miles Menetrey
Mariposa County Board of Supervisors

ATTEST:

_____

Danielle Bondshu, Clerk of the Board

APPROVED AS TO FORM:

_____

Steven W. Dahlem, County Counsel

Attachment: 180-day-wait-service-public-agencies (RES-2023-25 : Adopt a Resolution for CalPERS to Bypass 180 Day Waiting Period for

MARIPOSA COUNTY

Auditor · (209) 966-7606

RESOLUTION - ACTION REQUESTED 2023-26

MEETING: January 17, 2023

TO: The Board of Supervisors

FROM: Luis Mercado, Auditor

RE: Resolution Establishing Current Retiree Health Insurance Contributions

---

RECOMMENDATION AND JUSTIFICATION:
Adopt a Resolution establishing health insurance contributions for current retirees to be effective March 1, 2023.

The Mariposa Superior Court and Service Employees International Union (SEIU) have signed a Revised Side Letter of Agreement as of December 16, 2022. One of the provisions of the Side Letter is to increase the health benefit for Court SEIU employees to a $695 per month flat rate. This agreed upon amount will also impact current retirees as CalPERS law requires that the amount contributed for health insurance to active employees must equal the health insurance amount contributed to retirees. Currently, there is one retiree on the health billing roster whom this change would affect, increasing the monthly contribution from $575.00 to $695.00. Health costs for Court retirees are reimbursed to the County by the State of California, so this change will not have a financial impact on the County.

Government Code Section 22892(a) provides that a contracting agency subject to the Public Employees' Medical and Hospital Care Act must fix the amount of the employer contribution for health by formal resolution. The resolution form attached is the approved form designated by CalPERS to change the monthly employer health contribution for employees and annuitants of a contracting agency.

This resolution does not apply to Elected and Appointed officials hired by the County on or after May 1, 2007 or to all other County employees hired on or after February 1, 2007. These employees are subject to the vesting schedule as regulated by Government Code section 22893 as mandated by Board Resolutions 06-573 and 07-135.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board approved resolution 2022-189 establishing health insurance contributions for retirees effective May 1, 2022.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
By not approving this resolution, the County would be providing a different health contribution amount to active and retired employees belonging to the Court SEIU

bargaining unit.

FINANCIAL IMPACT:
No financial impact to the County as retiree health costs for Court employees are paid by the State of California.

ATTACHMENTS:
Resolution_2022-189 (PDF)
2023 CalPERS Health Benefit Resolution (DOCX)
Courts SEIU Revised Side Letter of Agreement (PDF)

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

MARIPOSA COUNTY

Auditor · (209) 966-7606

RESOLUTION - ACTION REQUESTED 2022-189

MEETING: March 22, 2022

TO: The Board of Supervisors

FROM: Luis Mercado, Auditor

RE: Resolution Establishing Current Retiree Health Insurance Contributions

---

RECOMMENDATION AND JUSTIFICATION:
Adopt a Resolution establishing health insurance contributions for current retirees to be effective April 1, 2022.

The Mariposa Superior Court and Service Employees International Union (SEIU) have signed a Side Letter of Agreement as of January 5, 2022. One of the provisions of the Side Letter is to increase the health benefit for Court SEIU employees to a $575 per month flat rate. This agreed upon amount will also impact current retirees as CalPERS law requires that the amount contributed for health insurance to active employees must equal the health insurance amount contributed to retirees. Currently, there is one retiree on the health billing roster whom this change would affect, increasing the monthly contribution from $525.00 to $575.00. Health costs for Court retirees are reimbursed to the County by the State of California, so this change will not have a financial impact on the County.

Government Code Section 22892(a) provides that a contracting agency subject to the Public Employees' Medical and Hospital Care Act must fix the amount of the employer contribution for health by formal resolution. The resolution form attached is the approved form designated by CalPERS to change the monthly employer health contribution for employees and annuitants of a contracting agency.

This resolution does not apply to Elected and Appointed officials hired by the County on or after May 1, 2007 or to all other County employees hired on or after February 1, 2007. These employees are subject to the vesting schedule as regulated by Government Code section 22893 as mandated by Board Resolutions 06-573 and 07-135.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board approved resolution 2021-45 establishing health insurance contributions for retirees effective March 1, 2021.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
By not approving this resolution, the County would be providing a different health

Attachment: Resolution_2022-189 (RES-2023-26 : Resolution Establishing Current Retiree Health Insurance Contributions)

contribution amount to active and retired employees belonging to the Court SEIU bargaining unit.

FINANCIAL IMPACT:
No financial impact to the County as retiree health costs for Court employees are paid by the State of California.

ATTACHMENTS:
CalPERS Health Benefit Resolution (PDF)
Resolution 2021-45 (PDF)
Side Letter of Agreement January 5 2022 (PDF)

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

Attachment: Resolution_2022-189 (RES-2023-26 : Resolution Establishing Current Retiree Health Insurance Contributions)

RESOLUTION NO. 22-189
FIXING THE EMPLOYER CONTRIBUTION
UNDER THE PUBLIC EMPLOYEES' MEDICAL AND HOSPITAL CARE ACT
AT AN EQUAL AMOUNT FOR EMPLOYEES AND ANNUITANTS

WHEREAS, (1) County of Mariposa is a contracting agency under Government Code Section 22920 and subject to the Public Employees' Medical and Hospital Care Act (the "Act"); and

WHEREAS, (2) Government Code Section 22892(a) provides that a contracting agency subject to Act shall fix the amount of the employer contribution by resolution; and

WHEREAS, (3) Government Code Section 22892(b) provides that the employer contribution shall be an equal amount for both employees and annuitants, but may not be less than the amount prescribed by Section 22892(b) of the Act; now, therefore be it

RESOLVED, (a) That the employer contribution for each employee or annuitant shall be the amount necessary to pay the full cost of his/her enrollment, including the enrollment of family members, in a health benefits plan up to a maximum of:

Medical Group	Monthly Employer Health Contribution
001 ELECTED & APPT OFFICIALS	No Change
002 MANAGEMENT & CONFIDENTIAL	No Change
003 GENERAL EMPLOYEES (SEIU)	No Change
004 SHERIFFS DEPUTIES & JAIL	No Change
005 SHERIFFS MANAGEMENT	No Change
006 COURT EMPLOYEES	$575.00
007 COURT MANAGEMENT	No Change
101 ELECTED & APPT OFFICIALS (Retired prior to 01/01/2013)	No Change
102 MANAGEMENT & CONFIDENTIAL (Retired prior to 01/01/2013)	No Change
103 GENERAL EMPLOYEES (SEIU) (Retired prior to 01/01/2013)	No Change
104 SHERIFFS DEPUTIES & JAIL (Retired prior to 01/01/2013)	No Change
105 SHERIFFS MANAGEMENT (Retired prior to 01/01/2013)	No Change
106 COURT EMPLOYEES (Retired prior to 01/01/2013)	$575.00
107 COURT MANAGEMENT (Retired prior to 01/01/2013)	No Change

plus administrative fees and Contingency Reserve Fund assessments; and be it further

RESOLVED, (b) County of Mariposa has fully complied with any and all applicable provisions of Government Code Section 7507 in electing the benefits set forth above; and be it further

Attachment: Resolution_2022-189 (RES-2023-26 : Resolution Establishing Current Retiree Health Insurance Contributions)

RESOLVED, (c) That the participation of the employees and annuitants of County of Mariposa shall be subject to determination of its status as an "agency or instrumentality of the state or political subdivision of a State" that is eligible to participate in a governmental plan within the meaning of Section 414(d) of the Internal Revenue Code, upon publication of final Regulations pursuant to such Section. If it is determined that County of Mariposa would not qualify as an agency or instrumentality of the state or political subdivision of a State under such final Regulations, CalPERS may be obligated, and reserves the right to terminate the health coverage of all participants of the employer; and be it further

RESOLVED, (d) That the executive body appoint and direct, and it does hereby appoint and direct, Rosemarie Smallcombe, Chair of the Mariposa County Board of Supervisors, to file with the Board a verified copy of this resolution, and to perform on behalf of County of Mariposa all functions required of it under the Act; and be it further

RESOLVED, (e) That coverage under the Act be effective on April 1, 2022.

Adopted at a regular meeting of the County of Mariposa Board of Supervisors at Mariposa County Board Chambers, this 22nd day of March, 2022.

AYES: SMALLCOMBE, SWEENEY, LONG, FORSYTHE, MENETREY
NOES: NONE
ABSENT: NONE
ABSTAIN: NONE

Signed: _____
Rosemarie Smallcombe, Chair Board of Supervisors

Attest: _____
Keith Williams, Interim Clerk of the Board

Approved as to Form: _____
Steven W. Dahlem, County Counsel

Attachment: Resolution_2022-189 (RES-2023-26 : Resolution Establishing Current Retiree Health Insurance Contributions)

RESOLUTION NO. Number
FIXING THE EMPLOYER CONTRIBUTION
UNDER THE PUBLIC EMPLOYEES' MEDICAL AND HOSPITAL CARE ACT
AT AN EQUAL AMOUNT FOR EMPLOYEES AND ANNUITANTS

WHEREAS, (1) County of Mariposa is a contracting agency under Government Code Section 22920 and subject to the Public Employees' Medical and Hospital Care Act (the "Act"); and

WHEREAS, (2) Government Code Section 22892(a) provides that a contracting agency subject to Act shall fix the amount of the employer contribution by resolution; and

WHEREAS, (3) Government Code Section 22892(b) provides that the employer contribution shall be an equal amount for both employees and annuitants, but may not be less than the amount prescribed by Section 22892(b) of the Act; now, therefore be it

RESOLVED, (a) That the employer contribution for each employee or annuitant shall be the amount necessary to pay the full cost of his/her enrollment, including the enrollment of family members, in a health benefits plan up to a maximum of:

Medical Group	Monthly Employer Health Contribution
001 ELECTED & APPT OFFICIALS	No Change
002 MANAGEMENT & CONFIDENTIAL	No Change
003 GENERAL EMPLOYEES (SEIU)	No Change
004 SHERIFFS DEPUTIES & JAIL	No Change
005 SHERIFFS MANAGEMENT	No Change
006 COURT EMPLOYEES	$695.00
007 COURT MANAGEMENT	No Change
101 ELECTED & APPT OFFICIALS (Retired prior to 01/01/2013)	No Change
102 MANAGEMENT & CONFIDENTIAL (Retired prior to 01/01/2013)	No Change
103 GENERAL EMPLOYEES (SEIU) (Retired prior to 01/01/2013)	No Change
104 SHERIFFS DEPUTIES & JAIL (Retired prior to 01/01/2013)	No Change
105 SHERIFFS MANAGEMENT (Retired prior to 01/01/2013)	No Change
106 COURT EMPLOYEES (Retired prior to 01/01/2013)	$695.00
107 COURT MANAGEMENT (Retired prior to 01/01/2013)	No Change

plus administrative fees and Contingency Reserve Fund assessments; and be it further

RESOLVED, (b) County of Mariposa has fully complied with any and all applicable provisions of Government Code Section 7507 in electing the benefits set forth above; and be it further

Attachment: 2023 CalPERS Health Benefit Resolution (RES-2023-26 : Resolution Establishing Current Retiree Health Insurance Contributions)

RESOLVED, (c) That the participation of the employees and annuitants of County of Mariposa shall be subject to determination of its status as an "agency or instrumentality of the state or political subdivision of a State" that is eligible to participate in a governmental plan within the meaning of Section 414(d) of the Internal Revenue Code, upon publication of final Regulations pursuant to such Section. If it is determined that County of Mariposa would not qualify as an agency or instrumentality of the state or political subdivision of a State under such final Regulations, CalPERS may be obligated, and reserves the right to terminate the health coverage of all participants of the employer; and be it further

RESOLVED, (d) That the executive body appoint and direct, and it does hereby appoint and direct, Miles Menetrey, Chair of the Mariposa County Board of Supervisors, to file with the Board a verified copy of this resolution, and to perform on behalf of County of Mariposa all functions required of it under the Act; and be it further

RESOLVED, (e) That coverage under the Act be effective on March 1, 2023.

Adopted at a regular meeting of the County of Mariposa Board of Supervisors at Mariposa County Board Chambers, this 10th day of January, 2023.

Signed: _____
Miles Menetrey, Chair Board of Supervisors

Attest: _____
Danielle Bondshu, Clerk of the Board

Approved
as to Form: _____
Steven W. Dahlem, County Counsel

Attachment: 2023 CalPERS Health Benefit Resolution (RES-2023-26 : Resolution Establishing Current Retiree Health Insurance Contributions)

2022 Side Letter Agreement
By and between
Superior Court of California, County of Mariposa
And
Service Employees International Union, Local 521/CTW, CLA

This Agreement is a Side Letter to the Memorandums of Understanding, December 7, 2020, to November 30, 2023 (MOU) between the Superior Court of California, County of Mariposa (Court) and Service Employees' International Union, Local 521 (Union). All other terms of the December 7, 2020, through November 30, 2023, MOU will remain in full force and effect, except as modified herein.

This Agreement is intended to meet the obligation under Section 4 of the January 5, 2022 Side Letter of Agreement between the Court and Union, which states, "For the health insurance plan year 2023, the Court shall contribute up to a maximum of $625 per month. If the health premium exceeds $625 per month, on or about November 2022, the Court and the Union will meet to discuss the Court's contribution toward health premiums for 2023."

Pursuant to this section, the Court and Union agree to amend the MOU, as follows:

For the health insurance plan year 2023, the Court shall contribute up to a maximum of ~~$625~~ 695 per month, provided the mechanism to fund trial court employee benefits remains substantively consistent. If the mechanism to fund trial court employee benefits changes and/or the Court's funding for benefits is reduced, the Court will revert back to the employer contribution level of $625 per month.

The Court shall notify the Union within a reasonable amount of time from when it becomes aware of the establishment of substantive changes to the mechanism to fund trial court employee benefits.

The parties may execute this Side Letter Agreement in separate counterparts and will deem a facsimile or scanned copy of the signatures of the parties' authorized representatives as an original.

Agreed to on this 16th day of December, by the parties' authorized representatives.

FOR THE COURT:

Desire Leard

Desire Leard, Court Executive Officer
Mariposa County Superior Court

Jessica Archer

Jessica Archer
Court Negotiator

FOR THE UNION:

Kevin Smith Jr.

Kevin Smith, Internal Organizer
SEIU, Local 521

KM Estep

Kelly Estep, Court Clerk III
Mariposa County Superior Court

Charlotte Lynn Lira Martinez

Charlotte Lira-Martinez
Court Clerk II
Mariposa County Superior Court

Attachment: Courts SEIU Revised Side Letter of Agreement (RES-2023-26 : Resolution Establishing Current Retiree Health Insurance

MARIPOSA COUNTY

Planning · 209-966-5151

RESOLUTION - ACTION REQUESTED 2023-27

MEETING: January 17, 2023

TO: The Board of Supervisors

FROM: Steve Engfer, Planner

RE: Mariposa Creek Parkway/CNRA EEM Grant

RECOMMENDATION AND JUSTIFICATION:
Adopt a Resolution Authorizing the Submittal of an Application to the California Natural Resources Agency Environmental Enhancement and Mitigation (EEM) Grant Program to Support Landscape Restoration in the Phase III Segment of the Mariposa Creek Parkway; Approve a Letter from the Board Chair Related to the Restoration's Landscape Performance; and Authorize the Board of Supervisors Chair to Sign the Grant Agreement and Other Subsequent Grant Administration Documents as Needed, If Awarded (Subject to Approval as to Legal Form by County Counsel).

In April 2021, the Board awarded a contract to the Sierra Foothill Conservancy to serve as the County's prime consultant for a riparian restoration project in the Phase II and Phase III segments of the Mariposa Creek Parkway. This was funded through a grant from the Wildlife Conservation Board for $415,000. Grant funds have been used to support a landscape restoration program that relies on traditional ecological knowledge (TEK) and principles to remove invasive species from the Mariposa Creek corridor and revegetate it with culturally resonant, ecologically appropriate native species. The project is a partnership with the Southern Sierra Miwuk Nation.

The proposed grant from the California Natural Resources Agency (CNRA) Environmental Enhancement and Mitigation (EEM) grant program would be used to expand these restoration activities in the Phase III segment. This entails more comprehensive invasive species removal activities, a broader native species revegetation program, and the potential for community stewardship activities related to the restoration work.

The County has submitted a preliminary application, and the proposed project has been through several stages of initial grant review, including a site inspection from CNRA grant reviewers. The final, formal step in the review process entails the submittal of required and requested supportive materials, including a Board resolution that includes specific language, as well as a letter from the Board chair pertaining to the project's landscaping specifications, which are attached here.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board and Local Transportation Commission (LTC) have taken a number of actions related to establishing the Mariposa Creek Parkway and restoring environmental conditions within the project alignment, including:

SFC Restoration Contract Award: RES No. 2021-17
WCB Riparian Restoration Grant Application: RES No. 2020-600
Pollinator Habitat Enhancement: RES No. 2020-18
Mariposa Creek Parkway Master Plan Adoption: LTC No. 2020-3
Mariposa Creek Parkway/Statewide Parks Program: LTC No. 2019-13
Noxious Weed Grant Program: RES No. 2019-20
Mariposa Creek Parkway Phase III Concept Plan Adoption: LTC No. 2017-14

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Negative action would cause the Planning Department to need to seek additional external funding from other sources, and hinder implementation of the Mariposa Creek Parkway master plan.

FINANCIAL IMPACT:
This action would generate external funding in the approximate amount of $429,330. There is no required county match. If awarded, budget action associated woul occur at that time.

ATTACHMENTS:
221130 EEM Resolution (DOCX)
220603 Preliminary Application (PDF)
221215 Landscape Performance Letter (DOCX)

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

STATE OF CALIFORNIA
COUNTY OF MARIPOSA
BOARD OF SUPERVISORS

Resolution
No. **RESOLUTION APPROVING THE APPLICATION FOR GRANT FUNDS FOR THE ENVIRONMENTAL ENHANCEMENT AND MITIGATION (EEM) PROGRAM**

WHEREAS, the Legislature and Governor of the State of California have enacted Section 164.56 of the California Streets and Highways Code, which is intended to provide grant funds to local, state, and federal agencies and nonprofit entities for projects to enhance and mitigate the environmental impacts of modified or new public transportation facilities; and

WHEREAS, the California Natural Resources Agency has been delegated the responsibility for the administration of this grant program, establishing necessary procedures and criteria, and is required to submit to the California Transportation Commission a list of recommended projects from which the grant recipients will be selected; and

WHEREAS, said procedures established by the California Natural Resources Agency require a resolution certifying the approval of application(s) by the Applicant's governing board before submission of said application(s) to the State; and

WHEREAS, the Applicant, if selected, will enter into an agreement with the State of California to carry out the project.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors

1. Approves the filing of an application for the Mariposa Creek Parkway Native Plant Restoration Project; and

2. Certifies that Applicant understands the assurances and certification in the application; and

3. Certifies that Applicant or title holder will have sufficient funds to operate and maintain the project(s) consistent with the land tenure requirements; or will secure the resources to do so; and

4. Certifies that it will comply with all provisions of Section 1771.5 of the California Labor Code; and

5. If applicable, certifies that the project will comply with any laws and regulations including, but not limited to, the California Environmental Quality Act (CEQA), legal requirements for building codes, health and safety codes, and disabled access laws, and that prior to commencement of construction all applicable permits will have been obtained; and

Attachment: 221130 EEM Resolution (RES-2023-27 : Mariposa Creek Parkway/CNRA EEM Grant)

6. Certifies that Applicant will work towards the State Planning Priorities intended to promote equity, strengthen the economy, protect the environment, and promote public health and safety as included in Government Code Section 65041.1; and

7. Appoints the Planning Director or designee, as agent to conduct all negotiations, execute and submit all documents including, but not limited to, applications, agreements, payment requests and so on, which may be necessary for the completion of the aforementioned project(s).

BE IT FURTHER RESOLVED that the Board of Supervisors authorizes the Board chair to sign a letter of support and the grant agreement, if awarded (subject to approval as to legal form by County Counsel); and authorize the Planning Director to sign the grant application.

ON MOTION BY Supervisor _____, seconded by Supervisor _____, this resolution is duly passed and adopted this 10th day of January, 2023 by the following vote:

AYES:

NOES:

EXCUSED:

ABSTAIN:

_____

XXXX, Chairman
Board of Supervisors

ATTEST:

_____

Danielle Bondshu, Clerk of the Board

APPROVED AS TO FORM:

_____

Steven W. Dahlem, County Counsel

Attachment: 221130 EEM Resolution (RES-2023-27 : Mariposa Creek Parkway/CNRA EEM Grant)

O.4.b

Print Application

RFP Title: Environmental Enhancement and Mitigation Program 2022 Grant Cycle

Project Title: Mariposa Creek Parkway Native Plant Restoration Project

Estimated Date of Completion: 12/31/2024
Funds Requested($): 429,330.00
Other Sources of Funds($): 261,180.00
Total Budget($): 690,510.00

Applicant Organization: Mariposa County
Applicant Address: PO Box 2023 , Mariposa , CA - 95338
Federal Tax ID: 9460000880

County: Mariposa **City/Town:** Mariposa
Project Address: 8th Street and Stroming Road
Senate District 08
Assembly District 05
US Congressional District 04

Project Description:
Mariposa Creek Parkway Native Plant Restoration Project (Project) will augment the restoration of the focal riparian corridor through the town of Mariposa, enhance the existing public green space, and increase the climate resilience properties of the landscape for the benefit of natural systems and human communities. The Project will increase ecological health and fire resilience of the creek corridor by increasing native plant diversity and cover to indirectly mitigate the environmental impact of the related RTF for maximum ecological and public benefit. The proposed Project embodies the statewide goals of developing more sustainable communities, increasing their adaptability to climate change, and enhancing biodiversity while improving the quality of life in these communities.

Latitude: 37.486286000 **Longitude:** -119.968654000
Cordinates Represent: Approximate project center
Coordinates Determined Using: Google Earth

Project Director (Applicant's Representative Authorized in Resolution) **(Signature required at bottom of this page)**

Name:	Sarah - Williams	Title:	Project Director: Authorized Representative
Phone:	209-966-5151	Email:	swilliams@mariposacounty.org

Project Manager - Person with day to day responsibility for project (if different from authorized representative)

Name:	Mikey - Goralnik	Title:	Project Manager: Day to day contact
Phone:	209-742-1222	Email:	mgoralnik@mariposacounty.org

I certify that the information contained in this project application, including required attachments, is complete and accurate

Signed: _____ **Date:** _____
Applicant's Authorized Representative as shown in Resolution

Print Name: _____ **Title:** _____

Application Overview

RFP Title: Environmental Enhancement and Mitigation Program 2022 Grant Cycle
Submitting Organization: Mariposa County
Submitting Organization Division: Planning Department
Project Title: Mariposa Creek Parkway Native Plant Restoration Project

Attachment: 220603 Preliminary Application (RES-2023-27 : Mariposa Creek Parkway/CNRA EEM Grant)

Project Description: Mariposa Creek Parkway Native Plant Restoration Project (Project) will augment the restoration of the focal riparian corridor through the town of Mariposa, enhance the existing public green space, and increase the climate resilience properties of the landscape for the benefit of natural systems and human communities. The Project will increase ecological health and fire resilience of the creek corridor by increasing native plant diversity and cover to indirectly mitigate the environmental impact of the related RTF for maximum ecological and public benefit. The proposed Project embodies the statewide goals of developing more sustainable communities, increasing their adaptability to climate change, and enhancing biodiversity while improving the quality of life in these communities.

Water System ID:

District Office:

APPLICANT DETAILS

Applicant Organization: Mariposa County

Applicant Organization Division: Planning Department

Applicant Address: PO Box 2023 , Mariposa , CA - 95338

PROJECT LOCATION

Latitude : 37.486286000 **Longitude:** -119.968654000

Watershed: San Joaquin

County: Mariposa

Estimated Date of Completion: 12/31/2024

Project Address (or nearest cross street): 8th Street and Stroming Road

Nearest City/Town: Mariposa

Cordinates Represent: Approximate project center

Coordinates Determined Using: Google Earth

PROJECT BUDGET

Funds Requested($): 429,330.00

Other Sources of Funds($): 261,180.00

Total Budget($): 690,510.00

Funding Program	Applied
Environmental Enhancement and Mitigation (EEM) Program	Yes

Project Management Role	Title	First Name	Last Name	Phone	Fax	Email
Project Director: Authorized Representative	Planning Director	Sarah	Williams	209-966-5151		swilliams@mariposacounty.org
Project Manager: Day to day contact	Senior Planner	Mikey	Goralnik	209-742-1222		mgoralnik@mariposacounty.org

Applicant Information

Name: Mariposa County

Division: Planning Department

Address: PO Box 2023 Mariposa, CA , 95338

Federal Tax ID: 9460000880

Person Submitting Information

Submitter Name: Mikey Goralnik

Submitter Phone: 209-742-1222

Submitter Fax:

Submitter mgoralnik@mariposacounty.org

Attachment: 220603 Preliminary Application (RES-2023-27 : Mariposa Creek Parkway/CNRA EEM Grant)

O.4.b

Email:

Legislative Information	Primary	Additional District(s)
Senate District	08	
Assembly District	05	
US Congressional District	04	

Contacts	Name	Phone	Email
Mariposa County Planning Department	Mikey Goralnik	209-742-1222	mgoralnik@mariposacounty.org

Cooperating Entities	Role	Name	Phone	Email
Sierra Foothills Conservancy	Co-applicant	Jessica Thompson	209-742-5556	jessica.t@sierrafoothill.org

Pre Submission Attachment Title	Phase	Submission Period	Date & Time
01. Project Proposal Form/Signature Page	PHASE1	PRE SUBMISSION	6/3/2022 4:21:06 PM
02. Letter from the Lead Agency Responsible for the RTF	PHASE1	PRE SUBMISSION	6/3/2022 3:16:45 PM
03. Environmental Review Compliance Documents	PHASE1	PRE SUBMISSION	6/3/2022 3:17:07 PM
04. Photos	PHASE1	PRE SUBMISSION	6/3/2022 3:44:06 PM
05. Cost Estimate for EEM Project	PHASE1	PRE SUBMISSION	6/3/2022 3:17:19 PM
06. Community Engagement Plan	PHASE1	PRE SUBMISSION	6/3/2022 3:45:24 PM
07. Location Map	PHASE1	PRE SUBMISSION	6/3/2022 3:18:17 PM
08. Assessor Parcel Map	PHASE1	PRE SUBMISSION	6/3/2022 3:32:08 PM
09. Site Plan (Development Only)	PHASE1	PRE SUBMISSION	6/3/2022 3:35:40 PM

Download all Pre Submission Attachments

Post Submission Attachment Title	Phase	Date & Time Attached

No Post Submission Attachments Available to Display

Questionnaire - Phase1

STEP 1: PROJECT PROPOSAL

Project Summary

Describe the discrete EEM project including expected project deliverables, current site conditions, and extent of public access, if applicable. Include a brief description of the relationship to the RTF and how the EEM project mitigates for the environmental damage caused by the RTF. Summaries are limited to 3,000 characters.

Answer: Mariposa Creek Parkway Native Plant Restoration Project (Project) will ensure that the ongoing integrated environmental restoration strategy to enhance the natural system of Mariposa Creek achieves the highest possible benefit. The Project will replace noxious weeds with culturally resonant and biologically significant species in a location with strategic ecological, cultural and economic value. This restoration, augmented by the proposed Project, will increase the green infrastructure capacity of Mariposa Creek and its environs, including enhanced ecosystem function, improved habitat for wildlife, and a more biodiverse native riparian landscape that is better equipped to withstand the pressures of a changing climate.

The Project site is currently vacant ruderal Mariposa County owned land that is the focus of an ongoing community benefit project centered around ecological enhancement, recreation, and social equity. The project site is part of the Mariposa Creek Parkway (Parkway) initiative and the EEM Project will take place on phases II & III of the Parkway. Phase II of the Parkway is ADA accessible via a developed sidewalk the full length of Phase II, and Phase III of the Parkway currently has a utility access route that is regularly utilized by the public for recreation. Both Phases of the Parkway that the proposed Project will occur on have had one treatment for invasive species removal, specifically removal of Himalayan Blackberry and Tree of Heaven. The Project will provide additional treatments of invasive species removal and revegetate phases II & III of the Parkway with a diversity of native vegetation.

The Project is located in similar habitat to that impacted by the RTF. The Project site consists of the drainage corridor of Mariposa Creek with elevations ranging from approximately 1,900 to 1,980 feet National Geodetic

Attachment: 220603 Preliminary Application (RES-2023-27 : Mariposa Creek Parkway/CNRA EEM Grant)

Vertical Datum. The site consists of creek channel, riparian habitat, and oak woodland, and includes portions of the creek's adjacent floodplain. The RTF will result in direct and indirect impacts in varying degrees on biological resources from construction activities, such as: Vegetation removal, Grading, excavating, compacting, and fill placement during construction. Introduction or spread of invasive plant species. Runoff of hazardous materials (i.e., diesel, gasoline, or other toxic materials. The EEM Project will mitigate these impacts by performing invasive species removal, increasing native vegetation cover and diversity, and improve the hydrologic function of a like waterway to increase its ability to filter toxins from runoff and decrease sedimentation in the watershed.

Project Questions

GENERAL CRITERIA QUESTIONS

Applicants must answer all the questions in the section. If a question does not apply to the project, indicate "Not Applicable" with a brief explanation. Do not leave blank fields. Answers are limited to 3,000 characters.

Mitigation and Enhancement (0-15 points)

EEM projects that provide the greatest and most appropriate degree of mitigation (or enhancement to mitigation) for the environmental damage caused by the RTF will be more competitive.

1 **Describe the RTF in detail.**

Answer: The RTF in detail is as follows: water from numerous years of spring and fall runoff through the 84-inch culvert at post mile 32.2 has caused substantial erosion and loss of soil due to weakening of the once-stable support underneath. The undercutting was caused by turbulent water, which can cause scour. The scour occurred slowly over time and eventually created a huge scour area. Due to the scour of the underlying earth material, the upper embankment slopes adjacent to the wing walls of the culvert have been undermined. To correct the erosion, Caltrans will repair the failed slope under and around the 84-inch reinforced concrete pipe culvert outlet apron. Crews will stop the erosion at the site by backfilling with rock slope protection (with rocks of adequate size) at a 39-degree slope.

On May 31, 2016, the final environmental document for the project found a Mitigated Negative Declaration was the appropriate finding for this repair work. At that time, the Mitigated Negative Declaration identified a gabion wall as the preferred construction method. The gabion wall was proposed for construction to restore the failed slope and stop the erosion from the culvert. The preferred construction method was commented on by the public and approved by the project development team. The 2016 Mitigated Negative Declaration State Route 140 Slope Repair determined the project would have a less than significant effect on biological resources and Waters of the United States, with the implementation of avoidance, minimization, and mitigation measures. When the project progressed to the Plans, Specifications, and Estimate phase, it was determined the gabion wall alternative was not a feasible repair method. Later discussions with the project development team determined that rock slope protection was the appropriate construction method. This Supplemental Initial Study with Mitigated Negative Declaration will discuss the potential effects of the rock slope protection repair method to biological resources, including Waters of the United States, and greenhouse gas emissions. All the elements of the original 2016 Initial Study with Mitigated Negative Declaration (final environmental document) remain valid.

2 **Describe the adverse environmental impacts of the RTF, including impacts to the larger biological area, complex or system.**

Answer: The adverse environmental impacts of the RTF include impacts to the larger biological area, complex or system. The project will have permanent impacts to 0.04 acres of Waters of the United States and 0.08 acres of Waters of the State because of the permanent placement of rock slope protection within Rancheria Creek. The project will have temporary impacts to special-status plant and animal species. The project during construction will have emissions generated from construction activities with an estimated total of 53 tons of carbon dioxide over the 2-month work period.

The 2019 Natural Environment Study and 2020 Addendum evaluated the potential impacts to the existing biological resources and anticipated any potential impacts from construction activities for the rock slope protection. The studies identified direct and indirect impacts in varying degrees on biological resources from construction activities, such as: a rock slope protection footprint that is 40 feet wide by 74 feet high, with an average depth of 30 feet. All construction activities occurring within Caltrans' right-of-way on State Route 140.

Attachment: 220603 Preliminary Application (RES-2023-27 : Mariposa Creek Parkway/CNRA EEM Grant)

Vegetation removal. Grading, excavating, compacting, and fill placement during construction. Introduction or spread of invasive plant species. Runoff of hazardous materials (i.e., diesel, gasoline, or other toxic materials).

During construction, the project will generate air pollutants. The exhaust from construction equipment contains hydrocarbons, oxides of nitrogen, carbon monoxide, suspended particulate matter, and odors. The largest percentage of pollutants generated at the project site will be windblown dust, generated during excavation, grading, hauling and various other activities. Dust and odors from construction activities will cause occasional annoyances.
Special-Status Plants: The 2019 Natural Environment Study and 2020 Addendum identified eight special-status plant species known to occur in the project area: Mariposa clarkia, Mariposa cryptantha, Ewan's larkspur, Koch's cord moss, Parry's horkelia, Shaggyhair lupine, slender-stemmed monkeyflower, and elongate copper moss. The project area has potential habitat for Ewan's larkspur, Koch's cord moss, Parry's horkelia, and Mariposa clarkia. Any potential impacts to special-status plant species will be avoided through the implementation of avoidance and minimization measures.

This project is located within Mariposa County's Scenic Highway Overlay (SHO) zone. This overlay zone is intended to protect the scenic qualities of public highways or roadways designated a scenic highway by the State of California. The purpose of this zone is to maintain the recreational, social, and economic values of the county by protecting and enhancing the designated highway for the benefit of residents and visitors. The above listed impacts all occur within the SHO zone and in a tributary to the Wild and Scenic Merced River.

3 **Provide a concise but complete explanation of the required mitigation for the RTF.**

Answer: Caltrans paid the fees in lieu of mitigation. The In-Lieu fee credit purchase was completed by the National Fish and Wildlife Foundation for 0.16 Aquatic Resource Credit from the Merced/Tuolumne Rivers Watershed Service Area. The direct impacts from the project being direct impacts to Waters of the United States and Waters of the State because of the permanent placement of rock slope protection within Rancheria Creek. Permanent impacts were calculated to be 0.04 acre to Waters of the United States, and 0.08 acre to Waters of the State. The In-Lieu fee credit purchase complied with the required mitigation, but the proposed EEM Project will provide more comprehensive mitigation for the RTF impacts in similar habitat in the adjacent community and watershed. RTF work additionally resulted in vegetation removal onsite during construction as well as Grading, excavating, compacting, and fill placement. The is a noted potential for the introduction or spread of invasive plant species and runoff of hazardous materials (i.e., diesel, gasoline, or other toxic materials) during RTF implementation.

The required mitigation for the RTF included numerous avoidance and minimization measures and are as follows; Botanical surveys would be required prior to construction and during the appropriate blooming period for the Mariposa clarkia (May through July). If the Mariposa clarkia is observed during construction and cannot be avoided, coordination with the California Fish and Wildlife and the United States Fish and Wildlife Service will be initiated to identify potential minimization and mitigation efforts. Construction will be limited to the dry hot months so that no activities will disrupt the limestone salamander species during its active period (during the rainy cool season). Construction during the dry months will also avoid exposing workers to water flows that may be present in and above the culvert during rainy months. IN addition to the seasonal avoidance, environmentally sensitive area fencing in the form of 5-foot orange plastic mesh and salamander protection exclusionary fencing in the form of 24-inch sheet metal would be erected to mark the area northwest of the concrete culvert apron next to limestone salamander habitat. A biologist will be onsite to monitor and inspect the worksite and all exclusionary fencing. All ground disturbing activities within 100 feet will cease if a limestone salamander is detected in an active construction site, at which time consultation with the California Fish and Wildlife and the United States Fish and Wildlife Service will occur. No work will resume within the 100-foot buffer until the animal can be safely removed from the area according to an agreed-upon salvage plan.

4 **Describe the geographic proximity of the EEM project to the RTF.**

Answer: The State Route 140 Slope Repair project (RTF) lies within Rancheria Creek (elevation: 1,509ft) at postmile 32.2 on State Route 140. Rancheria Creek lies south of Bear Creek and is a tributary to one of the three major drainage basins in Mariposa County. Water from Rancheria Creek flows downstream into the nationally recognized and protected Wild & Scenic Merced River. Mariposa Creek (location of the proposed EEM project) is 11 miles south of the RTF near post mile 21.5 on SR 140 in the town of Mariposa within the Mariposa Creek

Attachment: 220603 Preliminary Application (RES-2023-27 : Mariposa Creek Parkway/CNRA EEM Grant)

corridor (elevation: 1,900ft). The source of Mariposa Creek is a few miles north of the town of Mariposa and winds its way southeast and southwest through the Sierra Foothills on its way to the central valley as part of the San Joaquin River System. Like Rancheria Creek, despite the limited upstream watershed and contributing sources, the water level in Mariposa Creek fluctuates significantly on a seasonal basis and during storms. In both mariposa Creek and Rancheria Creek, large rain events can cause flash flooding. Rancheria Creek/Bear Creek (RTF location) drains into the larger Merced River HUC10 (1804000805) and then the San Joaquin Watershed HUC 6 (180400). The Mariposa Creek (EEM project location) drains into the Duck Slough HUC 10 (1804000115) and then into the Middle San Joaquin/Lower Chowchilla HUC 8 (18040001) then the San Joaquin Watershed (180400). Both the EEM project and the RTF location drain into the San Joaquin Watershed, they are different drainages and the same watershed.

Statewide Project Goals (0-10 Points)

Agency grant programs assist state and local entities in developing more sustainable communities, increasing their adaptability to climate change, and protecting biodiversity while improving the quality of life in those communities. EEM projects that demonstrate multiple benefits will be more competitive.

5 **Describe how the EEM project contributes to one or more of the following:**

a. Decreased air and/or water pollution

b. Reduced consumption of natural resources and energy

c. Increased reliability of local water supplies

d. Increased adaptability to climate change

e. Increased protection of biodiversity

Answer: This proposed project will contribute to each listed item. It will restore and enhance Mariposa Creek, which will increase the green infrastructure capacity of the creek and its environs, including enhanced ecosystem function, for a more biodiverse riparian landscape that is better equipped to withstand the pressures of a changing climate. Riparian areas are important in controlling nonpoint source pollution, removing excess nutrients and sediment from surface runoff and shallow ground water, and in shading streams to optimize conditions for biotic resources. Mariposa Creek is the primary drainage channel for a watershed of approximately 3,000 acres, which includes significant paved areas. The project area is near or adjacent to impervious surfaces and potentially harmful uses like automotive mechanics and gas stations. This context illustrates the area's important (if stressed) role in local and regional watershed health, and emphasizes the value of the Projects restorative green infrastructure practices.

Increasing riparian biodiversity will improve the hydrologic function of the creek by stabilizing streambanks and slowing flood flows, resulting in reduced downstream flood peaks and pollutants and increased reliability of local water supplies. Native plants will secure the banks of Mariposa Creek as they replace the invasive blackberry. Increased shading will keep the seasonal stream cooler for longer; reducing evapotranspiration and allowing water to continue flowing longer. The removal of invasive riparian species followed by revegetation of diverse native species will reduce the dangerous fuel load created by invasive plants and thereby reduce the air pollution created during wildfire events. Utilizing the natural system of Mariposa Creek as natural wildfire break will prevent the devastating effects to water quality and supply that occur during post-fire storm runoff events.

The Project will enhance the main recreation amenities in town to offer an appealing route of travel and encourage users to utilize the Parkway for recreation and active transportation, increasing opportunities for nature based physical activity without needing to drive to nearby federally protected lands. The Parkway connects the historic downtown to hotel accommodations and amenities, reducing vehicular traffic will result in reduced air pollution, water pollution, and consumption of natural resources.

As described in CNRA's Safeguarding California Action Plan, a community's capacity for resilience in the face of climate change is significantly driven by living conditions (including transportation and environmental quality) and access to resources and services (like enriching spaces for physical activity), all of which are direct benefits of an enhanced Parkway achieved by the Project to increase adaptability to climate change. Reducing health and social inequities and enhancing a public recreation resource will result in a more climate-resilient community.

6 **Describe how the EEM project will help to meet California's greenhouse gas reduction targets.**

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Answer: The Mariposa Creek Parkway Native Plant Restoration Project (Project) will result in a net GHG benefit by improving ecological function and encouraging the use of active transportation routes. Enhancement of native plant diversity and cover along the Mariposa Creek Corridor in Phases II & III of the Parkway will improve the carbon sequestration capacity of the riparian corridor. Riparian corridors are significant biological features for conserving biodiversity, improving ecological integrity, and function naturally as carbon sinks.

Restoration and planting, including removal of invasive species will increase carbon sequestration through riparian reforestation. As proposed by the Project, replacing invasive monocultures of Himalayan blackberry and tree of heaven with native plants, which will be built into integrated multilevel stands, will increase carbon sequestration. The planned vegetative structure will allow adaptation in response to climate change stressors and act as a natural fire break for the community of Mariposa, promoting resilience in the face of wildfire and pest impacts. The potential for forest fires has been a consideration in tree selection, and the design will mitigate building up a fuel supply by utilizing trees that are fire resistant, alongside shrub and groundcover plantings that retain moisture in dry conditions.

The proposed Project, located in the heart of downtown Mariposa, will provide colling to the urban area providing a greenbelt in the wildland urban interface. Neighborhoods with well-shaded streets can be up to 6–10° F cooler than neighborhoods without street trees, reducing the heat-island effect, and reducing energy needs (U.S. Forest Service Center for Urban Forest Research). With streets, homes and business running adjacent to Mariposa Creek, the added trees proposed by the Project, are anticipated to result in localized cooling.

Even a couple of degrees of localized cooling has the potential to reduce energy use from nearby coolers and air-conditioners. Shaded parking lots keep automobiles cooler, reducing emissions from fuel tanks and engines, and helping reduce the heat-island effect in communities. Citizens will have a scenic option to walk to local stores, restaurants, and other amenities. Visitors from rural areas or tourists can easily park near the trail and walk along side of historic downtown Mariposa. This is an especially appealing option during peak tourist season when streets can become congested with increased traffic. Lessening the number of cars idling or moving slowly through town, will also lessen the amount of Carbon released into the town of Mariposa each day. The proposed restoration activities, when input into the USDA's NRCS Comet Planner, should result in approximately 7 tonnes of Green House Gas benefit per year.

7 **Explain how the EEM project is consistent with local, state, and/or federal plans (e.g., General Plans, Transportation Plans, Climate Action Plans, etc.)**

Answer: Mariposa Creek Parkway Native Plant Restoration Project (Project) is consistent with numerous local, state and federal plans. Local plans include:

- The Mariposa Town Plan
- Mariposa County Bicycle and Pedestrian Transportation Plan
- Mariposa County Regional Transportation Plan
- Mariposa County economic Vitality Strategy
- Mariposa County Recreation and Resiliency Plan
- Mariposa Creek Parkway Master Plan

The proposed Project focuses on the climate and resiliency goals set at home. Within the past twenty years, every county in Mariposa County, California has been threatened by major wildfires. The Mariposa County Recreation and Resiliency Planning insists that recreation enhancements must address these issues of wildfire and climate change and do more to address park needs. It equips leaders with multilayered resiliency planning and design tactics to address climate change (The Mariposa County Recreation and Resiliency Plan). Focusing on Park lands and open space, advancing an expanded resilient parks and open space system that evolves with changing needs. This includes the design of parks, open spaces as well as promoting healthy lifestyles and equitable access to recreation. The plan also calls for the enhancement of natural systems and the establishment habitat conservation and native species biodiversity as priorities in our recreation investments.

The U.S. Department of Health and Human Services (HHS) Climate Action Plan (CAP) represents a concerted

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effort to enhance resilience and adaptation to climate change. As outlined by the action plan, the Project also seeks to reduce the amount of utility demand and fossil fuel impacts. The plan would do this through increased shading and providing GHG reduction through the planting of native plants.

In conjunction with the Department of the Interior Climate Action Plan 2021, we will promote climate-resilient lands, waters, and cultural resources, advance climate equity, support Tribal and insular community resilience, use the best-available science and traditional knowledge. Planning and decision-making will use the best-available information that considers existing and projected climate change vulnerabilities, risks, and impacts. Decision-making will also consider traditional knowledge, and we will meaningfully consult with Tribes and other indigenous communities throughout decision-making processes that affect their interests. Through the parkway project we will continue to build strong partnerships and utilize collaborative adaptation strategies. We will also complement or directly support other climate related initiatives, including respecting Tribal sovereignty and self-determination, promote sustainable resource management, waters, and aim to reduce greenhouse gas emissions.

8 **Explain how the EEM project enhances or expands the State Park System or adds to other protected public lands.**

Answer: The Mariposa Creek Parkway Native Plant Restoration Project (Project) will enhance the protected public land of the Mariposa Creek Parkway (Parkway). Both Parkway phases (II&III) of the Project are under Mariposa County ownership and the central connective components of the larger Parkway effort which will ultimately run the length of Mariposa from the highway 140 & highway 49 junction at the west end of town through to Highway 49 north on the northeast end of town. The EEM project will enhance public lands that are connected to current completed parkway phases, future planned parkway phases, the Mariposa County Arts Park, and the Mariposa County Park.

9 **Describe how the EEM project reinforces, compliments, or fills a deficiency or need in a larger area, complex, or system.**

Answer: The predominance of invasive species that have destabilized the Mariposa Creek corridor's native riparian ecosystem is the result of multiple stressors, each of which have been and, through the proposed EEM Project, will continue to be addressed to ensure the restoration and enhancements success. These stressors, and the instability of regional native riparian ecosystems, is a widespread deficiency that weakens the system of the watershed. The proposed EEM Project will fill a need in regional watershed health through the restoration and enhancement of a highly visible riparian corridor. The stressors plaguing Mariposa Creek are widespread throughout the Sierra Nevada and the proposed EEM project will reinforce, and demonstrate, the importance of returning our riparian ecosystems to healthy functioning.

Among the primary stressors has been neglect—once invasive species like Himalayan blackberry and Tree-of-heaven took hold in the project area, our community was admittedly too slow to take corrective action to mitigate their spread. An overall lack of investment in and attention to the project area, and many other Sierra Foothill creek channels, has led to the current unbalanced conditions. Recent planning efforts, especially the adopted Mariposa Creek Parkway Master Plan and ongoing Mariposa County Creative Placemaking Master Plan, have both identified the restoration effort as a strategic priority for achieving a range of community benefits, and increased local capacity to implement and manage an effective riparian restoration project. A second key stressor on the health of the Mariposa Creek corridor has been global climate change, which has abetted the proliferation of invasive species. Modified climatic regimes lead to longer, more productive active seasons for invasive species like those targeted by this restoration, which tend to be more flexible and aggressive than the natives they are outcompeting. For species like Himalayan blackberry and Tree-of-heaven, climate-abetted early blooms have enabled them to shade out competitors and capture a larger share of nutrients, water or pollinators. While this project does not remove the stressor of global climate change, it does contribute to local and regional mitigation and adaptation objectives. By centering this practice and demonstrating it in a visible, popular public location, this proposed project helps to promote ecological restoration and encourage its employment in other localities. This will contribute to increased riparian functioning on a larger scale, resulting in healthier, more resilient landscapes, and reduced risk of future catastrophic wildfire.

Other Sources of Funds/Local Cash Contributions (0-5 points)

Projects that leverage other funding sources may be more competitive.

10 **Identify the sources and amount of funds already committed to the EEM project and the expected timing of those**

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funds.

Answer: The EEM project is supported by many funding investments. The purchase of the project site was funded by the California Natural Resources Agency's Green Infrastructure Grant program in 2019, a grant award of $642,700 awarded to Sierra Foothill Conservancy. The properties were acquired and transferred to Mariposa County to realize the community's vision and ecological benefit of a connected recreation resource. The EEM project is directly supported by a grant award from the Wildlife Conservation Board (WCB), a grant award of $415,000 awarded to Mariposa County in 2021. These funds are secured and currently being expended. The WCB grant, as described in previous responses, has laid the restoration, enhancement, and partnership groundwork to make the proposed EEM project immediately implementable if funds are awarded. The EEMP project is additionally supported by a Sierra Nevada Conservancy Grant award to Sierra Foothill Conservancy from their early action Regional Forest and Fire Capacity Program (RFFCP). This RFFCP grant was recently awarded and is pending final grant agreement execution with total funding of $286,000. The RFFCP grant award supports the EEM project by providing staff time for the Southern Sierra Miwuk Nation to participate meaningfully in the restoration and enhancement of Mariposa Creek and the larger Parkway effort. The RFFCP grant additionally supports the proposed EEM project as it will fund outreach, education and trainings with local and regional partners, including tribal gatherings focused on the benefits of ecological restoration and the incorporation of Traditional Ecological Knowledge.

11 **Identify any funding gap and how it will be bridged including expected timing.**

Answer: There is no funding gap for the proposed project. The funds requested are sufficient to complete the Project as described.

Project Readiness/Organizational Capacity (0-15 points)

Projects that can be started and completed most readily will be more competitive.

12 **On a scale of 1-10, how ready is the project for implementation? Please explain.**

Answer: 10.000

Answer: On a scale of 1-10 for project implementation readiness the Mariposa Creek Parkway Native Plant Restoration Project (Project) is a 10. The Project is supported by a diverse and dedicated partnership that includes the Mariposa County Planning Department, The Southern Sierra Miwuk Nation, Sierra Foothill Conservancy, Mariposa County Public Works, The Mariposa County Arts Council, The National Park Service's Vegetation Management Team and many more. The effort to restore, enhance, and expand the Mariposa Creek Parkway (Parkway) has been a community priority since the 1980's and is supported by many local plans, as listed in question 7, as well as a diverse cross-section of stakeholders.

The restoration of the Project area has already begun with support from a Wildlife Conservation Board grant awarded to Mariposa County in 2021. This grant has funded the environmental compliance for invasive species removal and revegetation, as well as initial treatments of invasive species, the planting plan for revegetation, a habitat restoration enhancement and management plan, prescribed burning utilizing Traditional Ecological Knowledge, and some funding for revegetation. The activities proposed by the EEM Project will build upon the comprehensive groundwork already in place on the Project site and will be immediately implementable.

13 **Does the EEM project affect California Native American tribes?**

Answer: This project not only affects California Native American Tribes, it includes the Southern Sierra Miwuk Nation (SSMN) in aspects of planning, participation, temporary employment and interpretive signage. The SSMN has provided input on the plant palette being planned along the trail. Plant species chosen by the tribe are those which are currently and/or have historically been used for traditional medicine, round houses, baskets and other uses. The trail will include references to tribal history, land management and ecological wisdom. The Miwuk people have a long history and deep connection to the Mariposa Creek Watershed, but their relationship to this landscape has been severed due to social and historical factors. The proposed Initiative, current and successive phases of the Mariposa Creek Parkway will provide opportunities for first peoples to reconnect with the land.

14 **If the EEM project affects California Native American tribal communities, describe the past, present, and future meaningful outreach and collaboration efforts with local tribes.**

Answer: Historically, the project area was managed by the Southern Sierra Miwuk Nation (SSMN) through traditional practices like cultural burning to maximize habitat for significant plant and animal species, such as willow, black

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oak, and deer. The SSMN has been involved in the community engagement to inform the Parkway Master Plan throughout the years.

As the Parkway projects, including the proposed EEM Project work, have accelerated in the last several years, so has the partnership between the SSMN, Mariposa County, and Sierra Foothill Conservancy. The Phase III Parkway restoration, funded by the Wildlife Conservation Board, has served to deepen and expand the Tribes engagement in Parkway project works as described above. Additionally, the Phase III work has built capacity for the Tribe to participate in and lead prescribed burning. The SSMN, with support from the Tuolumne Rancheria Fire Crew, lead the prescribed burns on Phase III of the Parkway. Working with the Mariposa County Arts Council (MCAC), the Phase III project is developing interpretive materials emphasizing the rile of fire in Southern Sierra Miwuk Identity. Materials will illustrate the relationship between cultural practices and riparian restoration activities, emphasizing the natural and beneficial role of fire in healthy native landscapes. In addition to the current collaboration on Phase III interpretive materials, Mariposa County & MCAC was awarded funding from a grant from the National Endowment for the Arts to design and install temporary public art projects along the existing Parkway which center and interpret the Tribe's traditional practice of basketmaking. Ah-Lo'-Mah' (Basket), which was installed in September 2020, features baskets made from plant materials gathered from the region, and emphasizes how these native riparian species-once common enough to support an entire civilization- are now visibly absent from the Mariposa Creek corridor.

The proposed Phase II & III work will continue to deepen and expand the partnership with the SSMN throughout the Parkway phases through key participation in Project activities.

Beyond the project's tangible landscape restoration outcomes, it also serves to recognize TEK as an important part of local identity and heritage. Because of its central location in downtown Mariposa, this project will draw attention to Southern Sierra Miwuk lifeways that are often marginalized and overlooked in local placemaking efforts. This project serves as a public celebration of traditional practices that have long been part of Mariposa's sense of place, and points to a new paradigm of inclusive and multi-cultural storytelling throughout the community.

15 **Describe the status of the following items for the EEM project, including anticipated timing for completion of each:**
a. Preliminary designs
b. Necessary permits and long-term operation and maintenance commitments/agreements
c. Environmental documentation
d. For acquisition projects, willing seller negotiation documents (e.g., purchase agreement, purchase option), valuation (e.g., appraisal and/or comparable sales data), and title due diligence review (e.g., preliminary title report, etc.)

Answer: The entire Parkway area is the property of Mariposa County, and we are committed to the long-term viability of this effort. The county and our partnership will do whatever is necessary to ensure the success of the Parkway's restoration and accessibility benefits and will be responsible for the long-term operation and maintenance commitments.

The preliminary designs for the proposed Mariposa Creek Parkway Planting Project (Project) are complete. The long-standing community vision for a completed Parkway has gained momentum in recent years resulting in a robust set of planning documents and preliminary designs in support of project implementation.

The riparian restoration activities are categorical exemptions pursuant to CEQA Categorical Exemption Class 1; Section 15301 (h). The project proposes sitework, including culturally appropriate invasive species removal, and revegetation with adapted native plant species. The corresponding Notice of Exemption has been filed and the CDFW 1602 (SAA) Permit for revegetation was completed with funding from the Wildlife Conservation Board.

16 **List the legal owners for each parcel within the project footprint and the status of notifications, negotiations, agreements, etc. to implement the project.**

Answer: Mariposa County is the legal owner of each parcel within the Project footprint. No additional notifications, negotiations, agreements, etc. are necessary to implement the Project.

17 **List all other entities with jurisdiction over the project and the status of notifications, agreements, meetings, etc.**

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Answer: No other entities have jurisdiction over the project.

18 **Describe Applicant's experience in completing similar projects.**

Answer: The Mariposa County Planning Department has the experience, resources, and capacity to oversee a complicated planning, design, and implementation project. Managing complex and multi-dimensional enhancement efforts is one of the Planning departments core functions, and our staff regularly oversees and directs community driven environmental planning and stewardship projects to ensure full compliance with and execution of relevant local, state, and federal policies. In addition to the department head, we employ three full-time senior-level planners, including the Community Design and Development Planner who is managing this project, as well as two full-time staff planners, one part-time staff planner, and two full-time GIS planners. All are supported by two full-time administrative staff members who will contribute to grant management and reporting tasks. Our staff has significant experience in managing and executing grant-funded projects that both plan and implement similar environmental conservation and community building objectives. Some of these include:

1. Mariposa Creek Parkway Master Plan: funded by the Caltrans Sustainable Communities transportation planning grant
2. Mariposa Creek Parkway Strategic Acquisition Project: In partnership with Sierra Foothill Conservancy, funded by the California Natural Resources Agency's Green Infrastructure grant program.
3. Mariposa County Agriculture and Working Landscapes Conservation Plan: funded by the Department of Conservation's Sustainable Agriculture Lands Conservation (SALC) Planning Grant.

Mariposa County has substantial experience in both implementing real estate transactions to support recreation and conservation resources, and in developing, programming, and managing conservation resources. Recent examples include the following projects, all funded by Proposition 40 grant funds:
• Cathey's Valley Park, a $104,236 park renovation which included the purchase and installation of playground equipment.
• Hornitos Park Improvements, a $129,356 development project to construct a Wildlife Conservation Board Habitat Restoration Grant Application Page 25 ADA compliant restroom, parking area and ramps.
• Mariposa Pool Improvements, a $118,227 project to resurface and renovate the existing Mariposa Pool and pool deck, install a battery-operated California Title 24 compliant pool lift, and install a solar pool heating system and thermal pool blanket.

Mariposa County has partnered with the Sierra Foothill Conservancy (SFC), a 501(c)(3) Nonprofit Land Trust established in 1996. Accredited by the Land Trust Accreditation Commission (August 2014), the SFC enormously augments the County's capacity to successfully implement this project. SFC has tremendous experience managing grant funded restoration and conservation projects, including previously awarded EEM projects. Currently SFC manages over $3 million in open grant awards between their land conservation and stewardship departments.

19 **Describe Applicant's fiscal capacity to carry out the proposed EEM project on a reimbursement-only basis.**

Answer: As described in the previous question, Mariposa County and our project partners Sierra Foothill Conservancy have extensive experience in managing grant funded projects, including previously awarded and completed EEM projects. This breadth of experience contributes to the robust fiscal capacity of both organizations. Sierra Foothill Conservancy maintains an healthy unrestricted cash balance to be able to perform reimbursement-only basis grant projects, as well as a $250,000 line of credit.

20 **Describe Applicant's experience in managing other grant funded projects.**

Answer: Mariposa County Planning Department has demonstrated significant capacity in administering and implementing grant funding to support transformative community building initiatives, including and especially with regards to the Mariposa Creek Parkway project. With support from the County Administration, Public Works, and Health and Human Services Agencies, the Planning Department is currently managing over $5M in public funding to implement various aspects of the community's vision for the Parkway, and has successfully managed and closed out over $2M in grant funds associated with the project over the past several years. Our staff also has significant experience in managing and executing similar grant- funded projects that both plan and implement similar environmental conservation and community building objectives.

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Some of these include:

1. Mariposa Creek Parkway Master Plan: funded by the Caltrans Sustainable Communities transportation planning grant
2. Mariposa Creek Parkway Strategic Acquisition Project: funded by the California Natural Resources Agency's Green Infrastructure grant program, this project funded the fee title acquisition of the Phase III segment of the Mariposa Creek Parkway.
3. Mariposa County Agriculture and Working Landscapes Conservation Plan: funded by the Department of Conservation's Sustainable Agriculture Lands Conservation (SALC) Planning Grant, this project pairs climate research and stakeholder engagement to identify effective strategies for conserving and adapting Mariposa County's agricultural and working lands in the context of climate change.

Our Project Partners at Sierra Foothill Conservancy have demonstrated significant capacity in administering and implementing grant funding to perform large scale ecological restoration projects. Currently SFC is managing over $3 million in open grant awards and have implemented similar environmental restoration projects, some of which include:

1. National Fish and Wildlife Foundation grant for the enhancement of the Bean Creek preserve
2. Bean Meadow Restoration Project (Grant agreement number E13420-0), funded by the California Natural Resources Agency Environmental Enhancement and Mitigation Program. This project funded the restoration of Bean Creek through hydrological channel modification and placement of vegetated ponding plugs to reduce waterway incision and erosion; increase surface water holding capacity during summer months with creek ponding; and recreate the Bean Meadow seasonal and emergent wetlands with native plants.

PROJECT CRITERIA QUESTIONS

Select one category for the proposed EEM project and provide responses to all questions in the selected category. If a question does not apply to the project, indicate "Not Applicable" with a brief explanation. Do not leave blank fields. Answers are limited to 3,000 characters.

Urban Forestry

For purposes of this program, Urban Forestry projects are designed to offset vehicular emissions of carbon dioxide through the planting of trees and other suitable plants.

Suitability (0-20 points)

1 **Describe the proposed EEM Project.**

Answer: Not Applicable; this is not an urban forestry project.

2 **Describe how the EEM project will mitigate the environmental impact of the RTF.**

Answer: Not Applicable; this is not an urban forestry project.

3 **Explain specifically how vehicular emissions of carbon dioxide created by the RTF will be mitigated by the EEM project.**

Answer: Not Applicable; this is not an urban forestry project.

4 **Describe how the EEM project will reduce water usage with native, drought tolerant and low water use plantings.**

Answer: Not Applicable; this is not an urban forestry project.

Sustainability (0-20 points)
Projects where plantings, once established, will thrive without the need for supplemental irrigation will be more competitive in this category (however, habitat and climate will be taken into consideration).

5 **Describe the species of trees and plants to be used. If planting non-native species, explain the rationale behind the selections.**

Answer: Not Applicable; this is not an urban forestry project.

6 **Describe how the tree and other plant species selected are ecologically and physically appropriate for their function in the planting space available.**

Answer: Not Applicable; this is not an urban forestry project.

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7 **Explain what consideration, if any, was given to pollen production in the project plant palette.**

Answer: Not Applicable; this is not an urban forestry project.

8 **Explain how the project actively preserves and promotes diversity in species in the urban forest.**

Answer: Not Applicable; this is not an urban forestry project.

9 **Describe how the following is included in the project design:**

a. Water use efficiencies.

b. Use of reclaimed or recycled water.

c. Use of permeable surfaces, bioswales, or other methods to capture, treat, infiltrate and/or reuse stormwater for groundwater recharge and/or reuse.

Answer: Not Applicable; this is not an urban forestry project.

10 **Describe how climate adaptation has informed the project design/decisions.**

Answer: Not Applicable; this is not an urban forestry project.

11 **Describe plans for operating and maintaining the project and indicate the source of funds for ongoing management.**

Answer: Not Applicable; this is not an urban forestry project.

Cost Effectiveness (0-10 points)

Projects that maximize the number of trees and plants within the project footprint and yield the greatest potential for long-term carbon dioxide uptake/sequestration, in a cost effective way, will be more competitive under this criterion. Consideration will be given for the type of habitat (urban forest, riparian/wetlands, restoring natives, etc.).

12 **List the number of trees to be planted and the size of the planting area.**

Answer: Not Applicable; this is not an urban forestry project.

13 **State the establishment cost per tree (including irrigation) over the first five years following planting.**

Answer: Not Applicable; this is not an urban forestry project.

14 **Describe the use of volunteer labor and/or donated materials for the EEM project.**

Answer: Not Applicable; this is not an urban forestry project.

Other Benefits and Community Participation (0-5 points)

Projects that provide other benefits and demonstrate local and community support will be more competitive under this criterion.

15 **Explain how the EEM project will:**

a. Provide access to outdoor wildlife/nature-oriented recreational opportunities.

b. Increase opportunities for interpretive and/or environmental education.

c. Comply with Americans with Disabilities Act (ADA) accessibility requirements.

d. Maximize citizen involvement in project planning and implementation.

e. Provide community stewardship opportunities.

f. Provide additional benefits not previously discussed.

Answer: Not Applicable; this is not an urban forestry project.

Resource Lands

Resource Lands projects include the acquisition, restoration, or enhancement of Resource Lands to mitigate the loss of, or the detriment to, Resource Lands lying within the right-of-way of the RTF. Cumulatively, Resource Lands projects address state-wide conservation issues, including climate change, availability of water for fish and wildlife, preservation of California's rich biodiversity and protection of rare species, control of invasive species, protection of large landscape-level land holdings from conversion and fragmentation, preservation of wildlife movement and migration corridors and expanded public access to outdoor wildlife/nature-oriented recreation compatible with conservation goals.

Resource Lands may include, but are not limited to, natural areas such as inland wetlands, forests, oak woodlands, mountain meadows, creeks and streams with riparian or riverine fish or wildlife habitat, wildlife corridors and fish passages, coastal estuaries, grazing land and grasslands, among others. Additionally, Resource Lands may contain features of archaeological or historical value.

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Resource Lands MUST be impacted by the RTF in order for projects qualify in this category.
Projects that demonstrate the following will be more competitive in this category:

- **Protect biodiversity, ecosystem health, habitat quality and connectivity to secure the success of wildlife species and populations.**
- **Conserve wilderness and open space threatened by infrastructure development, population growth, and land use decisions exacerbating habitat loss and fragmentation.**
- **Protect watersheds to safeguard clean drinking water and preserve the natural beauty of coasts and waterways.**
- **Restore and enhance natural areas to ensure long-term ecosystem health.**
- **Protect working lands or working forests that foster a healthy agricultural system and create valuable habitat for wildlife species.**
- **Expand opportunities for outdoor wildlife/nature-oriented recreation that is compatible with conservation goals.**
- **Promote education and public awareness to develop current and future generations of land stewards.**
- **Prepare for the impacts of climate change, such as shifting species ranges and changes in the composition of natural communities.**
- **Collaborate in public-private partnerships which leverage investment in priority landscapes, as well as smaller-scale partnerships of local and regional significance.**
- **Employ forward thinking management strategies which anticipate changing conditions and public needs.**

Resource Value of Lands Lost or Injured by the RTF (0-10 points)

1 **Describe the environmental condition of the Resource Lands impacted by the RTF.**

Answer: Not Applicable; this is not a Resource Lands project.

2 **Describe how Resource Lands were directly impacted by the RTF.**

Answer: Not Applicable; this is not a Resource Lands project.

3 **State if the Resource Lands are within the RTF right-of-way.**

Answer: Not Applicable; this is not a Resource Lands project.

Resource Value of EEM Project Lands (0-20 points)

4 **Describe the proposed EEM project including the environmental condition of the Resource Lands to be acquired or enhanced.**

Answer: Not Applicable; this is not a Resource Lands project.

5 **Explain how the EEM project will mitigate the environmental impact of the RTF.**

Answer: Not Applicable; this is not a Resource Lands project.

6 **Differentiate the EEM project acquisition, restoration, or enhancement from the required mitigation.**

Answer: Not Applicable; this is not a Resource Lands project.

7 **Describe how the EEM project:**
a. Protects ecosystems, watersheds, and/or other natural systems.
b. Contains rare, threatened, or endangered species and their habitats.
c. Contains special wildlife values such as wildlife corridors, nesting and breeding areas, wetlands, woodlands, and riparian habitat.
d. Protects agricultural lands or features of archeological or historical value.

Answer: Not Applicable; this is not a Resource Lands project.

Sustainability (0-10 points)
Projects that provide the most reasonable assurance that the project will be maintained and/or protected will be more competitive under this criterion.

8 **Describe plans for operating and maintaining the project and indicate the source of funds for ongoing management.**

Answer: Not Applicable; this is not a Resource Lands project.

9 **Describe plans for ongoing stewardship of acquired lands.**

Answer: Not Applicable; this is not a Resource Lands project.

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10 **Describe how the following is included in the project design:**
a. Water use efficiencies.
b. Use of reclaimed or recycled water.
c. Use of permeable surfaces, bioswales or other methods to capture, treat, infiltrate and/or reuse stormwater for groundwater recharge and/or reuse.

Answer: Not Applicable; this is not a Resource Lands project.

11 **Explain how the plant selection is appropriate and based on the approved plant palette for the project's specific California climate zone.**

Answer: Not Applicable; this is not a Resource Lands project.

12 **Describe how climate adaptation has informed the project design/decisions.**

Answer: Not Applicable; this is not a Resource Lands project.

Cost-Effectiveness (0-10 points)
Projects that provide the greatest benefit by acquiring, restoring, or enhancing the most extensive or most critical Resource Lands will be more competitive under this criterion. Consideration will be given for the type of habitat and location.

13 **State the number of acres to be acquired, restored, or enhanced.**

Answer: Not Applicable; this is not a Resource Lands project.

For acquisitions:

14 **What is the fair market value of the property?**

Answer: Not Applicable; this is not a Resource Lands project.

15 **Has an appraisal been completed?**

Answer: Not Applicable; this is not a Resource Lands project.

16 **If not, what is the basis for the fair market assessment?**

Answer: Not Applicable; this is not a Resource Lands project.

17 **Has the seller discounted the sale price? If yes, by how much?**

Answer: Not Applicable; this is not a Resource Lands project.

18 **Explain the cost effectiveness of the proposed acquisition. If a fee title acquisition, explain the cost/benefit of acquiring fee title to the land versus a conservation easement.**

Answer: Not Applicable; this is not a Resource Lands project.

19 **Does the EEM project include a proposed and/or future carbon offset project in the project area?**

Answer: Not Applicable; this is not a Resource Lands project.

For restoration or enhancements:

20 **Describe methodologies planned for removal of exotic/invasive species and revegetation.**

Answer: Not Applicable; this is not a Resource Lands project.

21 **List the species and size of trees and plants to be used and describe how the selections are habitat appropriate.**

Answer: Not Applicable; this is not a Resource Lands project.

22 **Describe the use of volunteer labor and/or donated materials for the EEM project.**

Answer: Not Applicable; this is not a Resource Lands project.

Other Benefits and Community Participation (0-5 points)
Projects that provide other benefits and demonstrate community support will be more competitive under this criterion.

23 **Explain how the EEM project will:**
a. Provide access to outdoor wildlife/nature-oriented recreational opportunities.
b. Increase opportunities for interpretive and/or environmental education.

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c. Be ADA accessible.

d. Maximize citizen involvement in project planning and implementation.

e. Provide community stewardship opportunities.

f. Provide additional benefits not previously discussed.

Answer: Not Applicable; this is not a Resource Lands project.

MITIGATION PROJECTS BEYOND THE SCOPE OF THE LEAD AGENCY (MP)

Mitigation Projects Beyond the Scope of the Lead Agency mitigate the impact of proposed transportation facilities or enhance the environment, where the ability to effectuate the mitigation or enhancement measures are beyond the scope of the lead agency responsible for assessing the environmental impact of the proposed transportation improvement.

Suitability (0-5 points)

1 **Is the EEM project the required mitigation for the RTF?**

Answer: No, the EEM project goes beyond the required mitigation for the RTF.

2 **If not, describe how the EEM project is different from the required mitigation.**

Answer: The EEM project is restoring similar habitat in a watershed neighboring the RTF by removing invasive plant species and replacing them with endemic species that are culturally and ecologically significant. The project also addresses Caltrans goal of incorporating climate resiliency into project development and ensuring that adaptive responses prioritize disadvantaged groups by working with a project that centers and prioritizes the lifeways and knowledge of the Southern Sierra Miwuk Nation, a marginalized and underrepresented regional Indigenous community.

3 **Describe why it is beyond the scope of the Lead Agency to effectuate.**

Answer: Caltrans, as the lead agency for a RFT, is not able to implement on the ground mitigation measures on the level of the proposed EEM project due to limited space on the transportation project site; and the imperative to deliver the needed transportation improvements (slope repair) in a short timeframe rather than physical enhancement measures. The Regional Water Quality Control Board 401 Certification did require the purchase of In-lieu fee Program credits. This EEM goes beyond the biological mitigation Caltrans was required to or able to provide. This EEM also provides additional mitigation measures in the form of increased climate resiliency for the nearby communities, which is generally beyond the lead agency's scope.

Elements of Mitigation (0-20 points)

4 **Describe the proposed EEM project.**

Answer: The Mariposa Creek Parkway Native Plant Restoration Project (Project) will provide two invasive species removal treatments on the Project site and revegetate the project area with native species. The vegetation treatments will be done by both manual and chemical means over the grant period to ensure that the aggressive non-native species currently occupying the project site are effectively removed. Invasive species removal will be performed in partnership with the Southern Sierra Miwuk Nation, Calaveras Healthy Impact Solutions, the California Conservation Corps, Sierra Foothill Conservancy, and Yosemite National Park utilizing the most effective and ecologically sensitive techniques.

The overall revegetation plan calls for planting 115 native drought- and fire-resistant trees in and around critical planting areas within the ~3-acre project area. The trees will be supplemented with 200 additional native plants in the form of shrubs, wildflowers, and native grasses used for gap planting and open space areas. Native species have been selected for vigorous growth, indigenous usage, pollinator species, and the ability to withstand both flood and drought. Planted areas within the riparian corridor will also serve as an urban shelterbelt, which will reduce the amount of stormwater runoff that flows into Mariposa creek while stabilizing creek banks and providing wildlife habitat and passage away from Highway 140. Gap planting is commonly used to fill openings in otherwise healthy and will be used in areas where large native trees already exist, replacing invasive species such as removed Himalayan blackberry. Gap plantings will be also used to increase structure and diversity to existing stands. Importantly, the project seeks to keep as many existing trees in place as possible and thinning where appropriate to allow the growing forest understory to retain its carbon

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sequestration capabilities.

Temporary irrigation and plant protection will be included in the project design. Plantings will be periodically irrigated during a 2–3-year establishment period. During the first year, the interval between irrigations will be 7 to 10 days. During the second year the interval between irrigations will be 10-15 days, and during the third-year irrigations will be based on observed need for irrigation during regular inspections. If the plantings appear to be well established after the third year, irrigation measures can cease. The plantings will be monitored every few days throughout the summer months of the 2–3-year establishment period to ensure that the interval between irrigations is suitable for keeping the plantings alive. More frequent irrigations may be necessary in particularly hot weather.

5 **Explain how resources are impacted by the RTF (Select those that apply from "a through f" in Question 6 below).**

Answer: The RTF will impact Biological Resources, soil resources, water quality, and air quality/greenhouse gas emissions - The 2019 Natural Environment Study for the RTF identified two special-status animal species that have the potential to occur within the project area and may be affected by construction activities: limestone salamander and foothill yellow legged frog. The 2020 Addendum additionally identified eight special-status plant species known to occur in the project area: Mariposa clarkia, Mariposa cryptantha, Ewan's larkspur, Koch's cord moss, Parry's horkelia, Shaggyhair lupine, slender-stemmed monkeyflower, and elongate copper moss. The project area has potential habitat for Ewan's larkspur, Koch's cord moss, Parry's horkelia, and Mariposa clarkia.

The habitat for the above-mentioned species will be disturbed with the construction of this project through grading, excavating, compacting, and fill placement during construction. The disturbance may bring invasive species when bare ground is available. This project work will result in decreased soil health and while Rancheria Creek was dry at the time of fill placement during construction, the soil disturbance created by project work may have left debris in the creek bed for when it becomes active again next season. This debris may have short term impacts on the water quality of Rancheria Creek.

The compaction of soils from construction can reduce the water sequestration capabilities of the creek and the removal of vegetation can increase the rate of sedimentation, both of which impact water quality and supply. The RTF resulted in permanent impacts to 0.04 acres of Waters of the United States and 0.08 acres of Waters of the State because of the permanent placement of rock slope protection within Rancheria Creek. The RTF will impact greenhouse gas emissions by the removal of native vegetation as well as the estimated emissions from construction. The RTF during construction was estimated to have generated 53 tons of carbon dioxide over the 2-month work period.

6 **Describe how the EEM project mitigates the environmental impacts noted below. (Questions provided for each resource are examples only).**

a. Biological Resources- How will the project control weeds or invasive plants and pests? Restore native habitat? Increase species diversity?

b. Resource Lands- How will the project connect to or augment an existing wild area? Mitigate disturbances to plant communities or sensitive habitats? Protect or preserve Resource Lands?

c. Geology/Soils/Mineral Resources- How will the project minimize erosion and sediment transport? Help stabilize soil? Reduce the risk of slope movement?

d. Water Quality/Supply/Stormwater Management- How will the project reduce non-point pollution? Recharge groundwater supplies? Neutralize the effect of herbicides?

e. Air Quality/Greenhouse Gas Emissions- How will the project offset vehicular emissions of carbon dioxide through the planting of trees and other suitable plants?

f. Agriculture & Forestry Lands- How will the project protect or preserve open space, farmland or forest resources?

Answer: A. Biological Resources- Mariposa Creek Parkway Native Plant Restoration Project mitigates the environmental impacts of the RTF through the removal of invasive plants to restore native vegetation and habitat. The Project will increase species diversity and enhance the ecosystem functioning for the benefit of the current and potential future biological resources in like habitat to that impacted by the RTF.

C. Soil Resources- The Project will mitigate disturbances to soil resources by planting diverse native vegetation that will minimize erosion and sediment transport by providing optimal cover in the riparian corridor and

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surrounding riparian woodland. Plantings have been selected to increase species diversity, help stabilize the soil, and support pollinator species and cultural uses.

D. Water Quality/Supply/ and Storm Water Management- The Project will mitigate disturbances to water quality and supply by increasing riparian biodiversity which will improve the hydrologic function of the creek by stabilizing streambanks and slowing flood flows, resulting in reduced downstream flood peaks and pollutants and increased reliability of local water supplies. Native plants will protect and secure the banks of Mariposa creek as they replace the consumptive invasive blackberry. Increased shading will keep the seasonal stream cooler for longer; reducing evapotranspiration, allowing water to continue flowing longer, putting off areas of eutrophication.

E. Air quality/ Greenhouse Gas Emissions-The removal of invasive riparian species followed by revegetation of diverse native species will reduce the dangerous fuel load created by invasive plants and thereby reduce the air pollution created during wildfire events. Utilizing the natural system of Mariposa Creek as natural wildfire break will ensure the devastating effects to water quality and supply that occur during post fire storm runoff events will not be experienced by residents of Mariposa or the Urban and Agricultural users downstream. Enhancement of the riparian corridor through town will additionally make it related active transportation route more appealing to residents and visitors, encouraging the use of the enhanced public space will reduce vehicle miles traveled and the plantings will help offset vehicular emissions of carbon dioxide

7 **Explain how the EEM project:**

a. Provides maximum environmental benefits over the long term.

b. Serves the greatest geographic area and/or number of people.

c. Is consistent with regional habitat management or conservation objectives.

Answer: The Project site is located in the Town of Mariposa, county seat of Mariposa County and a gateway to Yosemite national Park. The town of Mariposa is the most urbanized community within Mariposa County and serves as the main resource hub of neighboring communities. The strategic in town location of the Project will ensure that it serves the maximum number of people possible, both residents and visitors.

The project is consistent with regional habitat management objectives including:

-California Climate Adaptation Strategy: 1: Establish a System of Sustainable Habitat Reserves; Strategy 2: Management of Watersheds, Habitat, & Vulnerable Species; 4: Practice & Promote Integrated Flood Management; 5: Enhance & Sustain Ecosystems. The EEM project will "protect and reestablish contiguous habitat and migration and movement corridors for plant and animal species related to rivers and riparian or wetland ecosystems"
-California Water Action Plan, Objective 1: more reliable water supplies
-Safeguarding California Plan, particularly policies ; B-2 Enhance habitat connectivity and protect climate refugia through strategic acquisition and protection activities; B-3 Increase restoration and enhancement activities to increase climate resilience of natural and working lands; W-10 Protect and restore water resources for important ecosystems.
-Sierra Nevada Conservancy Watershed Improvement Program objectives: reduce greenhouse gas (GHG) emissions and stabilize carbon storage; improve and protect air quality; improve and protect the quantity and quality of water available year-round, improve and protect habitat for wildlife, fish, and plant species.

Sustainability (0-15 points)

Projects that provide the most reasonable assurance that the project will be maintained and/or protected will be more competitive under this criterion.

8 **Describe plans for operating and maintaining the project and indicate the source of funds.**

Answer: The project's long-term management and maintenance will be conducted by a public-private partnership comprised of Mariposa County staff, the Sierra Foothill Conservancy, Mariposa Master Gardeners, and Southern Sierra Miwuk Nation. Generally, maintenance activities will be determined by regular site examinations conducted by project partners, the results of which will determine the needed maintenance activities and priorities. Evaluation will focus on the recurrence of invasive species, health of revegetation areas, and other potential considerations that could affect the project's restoration objectives and be addressed through

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corrective action. This diverse partnership offers an array of skillsets, secured and potential funding streams, and other resources necessary to implement an effective and lasting restoration management and maintenance program.

Additionally, since the Parkway is Mariposa County jurisdiction, the County has committed the Public Works Department (PWD) to its long-term maintenance and management. PWD currently manages and maintains 13 other county parks, and has devised streamlined protocols, mechanisms, and staffing strategies to conduct the maintenance and management actions necessary for the project to be a sustained success.

It is anticipated that management capacity will increase with volunteer efforts that will complement the paid land managers. Capitalizing on the great interest in the Mariposa Creek Parkway project, a volunteer board could organize interested citizens into a team of engaged volunteers to plan and execute resource management tasks along the Parkway. This group may also partner with larger more established non-profits while it develops its own supporters. Ultimately a coalition of many non-profits, the County, and other agencies and businesses that contribute to the health and vitality of Mariposa Creek will be formed. While not a non-profit itself, this coalition will coordinate and prioritize the efforts of many groups into a significant force to protect and enhance the Creek and lend weight to large and aspirational grant applications.

9 **Describe plans for ongoing stewardship of acquired lands.**

Answer: The natural areas surrounding Mariposa Creek will be managed over time towards re-establishing a healthy ecosystem. Management of this land will be adapted over time as practitioners and volunteers learn about the site and its unique characteristics. Any operations undertaken at the beginning of the project will be re-evaluated each year by project partners, as conditions improve. A diversity of planting will better prepare the site for substantial changes in weather patterns or natural disasters.

In addition, natural areas on the Parkway will be managed with the user experience in mind, by creating shade, framing views, reducing hazards such as erosion, and buffering unsightly structures or objects. In the Riparian Woodlands and Meadow areas, management regimes include restoring and maintaining ecological processes, establishing native vegetation, invasive species management, widening the riparian corridor, revitalizing soils, enhancing vegetative structure and creating protocols for the establishment of vegetation. The goal for these zones is to minimize human impact on critical areas that will be important to the long-term success and enjoyment of the Creek Parkway's natural assets.

In the spirit of these community-oriented goals, the project partnership is removing invasive species with sustainable, culturally resonant techniques. In collaboration with the Southern Sierra Miwok nation and the Tuolumne Band of Me-Wuk Indians, Mariposa County and the Sierra Foothill Conservancy are currently implementing a cultural prescribed burn program, using fire to both remove the Himalayan blackberry and Tree of Heaven from the Creek corridor, and to create the habitat conditions needed to support revegetation with a variety of native plants.

If heat and drought continue their current pattern, the increasing impact on trees and availability of water will stress the Parkway's tree canopy. The master plan takes the position that, for the near and mid term, the commitment to preserving and expanding the forest is the best course of action to serve residents. It is planned for that recycled water will be available to sustain the planting and establishment of trees. It is also planned for that an aggressive and concerted watershed wide stormwater management program, including the beneficial effects of an increased canopy in terms of moisture retention and heat island mitigation, will gradually increase the Creek's base flow and available moisture, and reduce the severity of flooding.

10 **Describe how the following is included in the project design:**

a. Water use efficiencies.

b. Use of reclaimed or recycled water.

c. Use of permeable surfaces, bioswales or other methods to capture, treat, infiltrate, and/or reuse stormwater for groundwater recharge and/or reuse.

Answer: The Project contains approximately ¼ mile of Mariposa Creek, the primary drainage channel for a watershed of approximately 3,000 acres, which includes fairly large areas of impervious surfaces. Additionally, Mariposa

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Creek is part of a group of streams, identified as the Lower Mariposa Group in the Yosemite- Mariposa IRWM plan, together with Agua Fria Creek and Stockton Creek, Mariposa Creek drains the largest area of the Lower Mariposa County group of streams with a drainage area of about 107 square miles. This Project will ensure that the banks throughout the project area will be enhanced to a stable condition, which is important to minimize soil erosion and flood damage.

Restoration of this significant riparian corridor will prevent future degradation that would result if the degraded conditions persisted. Enhancement of this perennial creek will enhance drought tolerance and water retention and contribute to the resilience of the landscape in the central Sierra. The proposed project is designed to improve ecological function to increase ground water recharge and contribute to enhanced water quality in the immediate area and for users downstream.

Revegetation will include the use of native ground cover plants and on site mulch materials to ensure optimal soil coverage and limited evapotranspiration, drought tolerance was a main component of plant selection to ensure efficient use of water resources as well as adaptability to the local climate and as shown in the site plan attachment the temporary irrigation will utilize low flow emitters and only be installed at minimal locations, resulting in water use efficiencies.

11 **Explain how the plant selection is appropriate and based on the approved plant palette for the project's specific California climate zone.**

Answer: The plant palette to be used for the revegetation of the Project area was developed by extensive participation of technical experts and project partners. Plant species have been selected due to their roles in supporting wildlife habitat, especially for pollinators, their likelihood of success in the project site, and their cultural value. The SSMN, University of California Cooperative Extension (UCCE) staff, the Mariposa County Master Gardeners organization, Mariposa County Resource Conservation District, and Sierra Foothill Conservancy all participated in the development of the plant palette.

12 **Explain how climate adaptation has informed the project's decisions.**

Answer: The proposed EEM project is centered around adaptability to climate change. The Projects long-term management goal is to sustain the ecological functions and values of the restored landscape so that the community of Mariposa and its biotic resources have the best possible chance for climate adaptation. The Mariposa County Recreation and Resiliency Planning insists that recreation planning must address these issues of wildfire and climate change and do more to address park needs. It equips leaders with multilayered resiliency planning and design tactics to address climate change (The Mariposa County Recreation and Resiliency Plan). The plan focuses on Park lands and open space, advancing an expanded resilient parks and open space system that evolves with changing needs. This includes the design of parks, open spaces as well as promoting healthy lifestyles and equitable access to recreation where all Mariposans feel welcome. The plan also calls for trails and connectivity, the enhancement of natural systems and the establishment habitat conservation and native species biodiversity as priorities in our recreation investments.

Cost Effectiveness (0-10 points)

13 **List the species and size of trees and plants to be used and describe how the selections are habitat appropriate.**

Answer: The plant palette to be used for the revegetation of the Project area was developed by extensive participation of technical experts and project partners. Plant species have been selected due to their roles in supporting wildlife habitat, especially for pollinators, their likelihood of success in the project site, and their cultural value. The SSMN, University of California Cooperative Extension (UCCE) staff, the Mariposa County Master Gardeners organization, Mariposa County Resource Conservation District, and Sierra Foothill Conservancy all participated in the development of the plant palette. The plants denoted with an asterix are those that were recommended by the Tribe. The Species of Trees to be used are White Alder, Incense Cedar, Black Cottonwood, Canyon Live Oak, Black Oak, Bay Laurel, and Redbud. All trees will be between 5-gallon and 15-gallon sizes depending on availability.

Bracken Fern *
Giant Chain Fern *

Attachment: 220603 Preliminary Application (RES-2023-27 : Mariposa Creek Parkway/CNRA EEM Grant)

Sedge *
Bottlebrush Squirreltail *
Blue Wild Rye *
Meadow Barley *
Melic or Onion Grass *
Deer Grass *
Dogbane *
Mariposa Lily *
Indian Paintbrush *
Soap plant *
Bleeding Heart *
California Fuchsia *
Horsetail *
Hartwig's Iris *
Coyote Mint *
Creeping Sage *
Hummingbird Sage *
Snowberry *
California Grape *
Greenleaf Manzanita *
Spice Bush *
Deerbrush *
Mountain Mahogany, birch-leaf *
California Yerba Santa *
Silktassle *
Toyon *
Ocean Spray *
Monkey flower *
Choke Cherry *
Spiny Redberry *
Sierra Coffee Berry *
Sour Berry *
Sierra Currant *
Sierra Gooseberry *
White Bark Raspberry *
California Blackberry *
Blue Elderberry *
Snowberry *
Bigleaf Maple *
White Alder *
Incense Cedar *
Black Cottonwood *
Canyon Live Oak *
Black Oak *
Bay Laurel *
Redbud *
Beaked Hazelnut *
Little Western Bitter Cress *
Miner's Lettuce *
Blue Dicks Brodiaea *
California Poppy *
Wake Robin *
White Brodiaea *
Mock Orange *

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Western Azalea *
California Wild Rose *

14 **Describe methodologies planned for removal of exotic/invasive species and re-vegetation.**

Answer: Invasive species control and removal methods described below will be applied as deemed appropriate by the Project biologist, permitting agencies, local weather conditions and Project restoration goals. Invasive non-native vegetation (Target Species) currently inhibits the maintenance and establishment of desirable native plant species within the designated restoration site. Target species for removal are the tree-of-heaven (Ailanthus altissima) and Himalayan blackberry (Rubus armeniacus). These species, especially Himalayan blackberry, dominate a substantial portion of the Project site.

Invasive target species will be removed by way of initial manual removal followed by spot spray chemical treatments. The Chemical treatments will consist of various techniques for careful spraying or manual applying herbicides to individual plants, such as stump resprouts, small clumps of plants, and eradication locations within the 100-year flood plain. The two spot treatment application methods to be used within the project site are the cut stump treatment and Basal/Stem sprays. When utilizing the cut stump treatment method herbicides will be directly applied to the cambial area around the edges of freshly cut stumps with application occurring within 5-20 minutes of cutting. Applications may be made with backpack sprayers, sprinkling cans, brush and pail, or squeeze bottles. When utilizing the Basal/Stem treatment method high concentrations of herbicides in oil or other penetrating carriers will be applied, using backpack sprayers, to the basal portion of stems to be killed. This method gives good root kill, especially in the fall when vascular fluids are moving towards the roots. Both of the above spot treatments methods have been proven effective for the control/eradication of Target Species and will be utilized to spray isolated clumps of mature blackberry as described above, spraying resprouted stems (18 inches) following initial clearing and treating root crowns immediately following cutting.

Planting native trees and shrubs will provide habitat for native wildlife species and will discourage the re-infestation of invasive plant species such as the Himalayan blackberry and tree-of- heaven. Target areas for native tree and shrub planting are areas where Himalayan blackberry and tree of heaven have been removed. Establishment of native trees and shrubs in these areas will be an important component of the invasive species control strategy, as the established native trees and shrubs will reduce available sunlight and nutrients to invasive plants. The revegetation of the Project area will be transformed from a majority population of invasive non-native Target species to a multi-layered riparian corridor consisting of trees, shrubs, and herbaceous species. The diversity and percent cover of native species within the invasive treatment area will more than double.

15 **Explain the use of volunteer labor and/or donated materials for the EEM Project.**

Answer: Revegetation of native species within the Project area will be bolstered by volunteers from the Mariposa County Master Gardeners organization, and various Sierra Foothills Conservancy (SFC) environmental education and engagement programs.

Since the beginning of Parkway work, the parkway project has reached out to numerous partners and organizations who have been integral in developing the process for Parkway development and restoration. The UC Master Gardeners, Merced Chapter have helped to identify appropriate plants for the project's plant palette. They have also planted along an earlier portion of the project. Proponents from UC Merced have lent volunteer time and advisory help with project development. Earlier phases of the project also worked closely with the Mariposa Arts Council to design and erect interpretive signage and aesthetic points of interest. Earlier work with the council resulted in the Mariposa Arts Park which connects to the larger overall trail. These initial and ongoing volunteer efforts will benefit the proposed EEM project during implementation.

For acquisitions:

16 **What is the fair market value of the property?**

Answer: Not applicable; this is not an acquisition project.

17 **Has an appraisal been completed?**

Answer: Not applicable; this is not an acquisition project.

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18 **If not, what is the basis for the fair market assessment?**

Answer: Not applicable; this is not an acquisition project.

19 **Has the seller discounted the sale price? If yes, by how much?**

Answer: Not applicable; this is not an acquisition project.

20 **Explain the cost effectiveness of the proposed acquisition. If a fee title acquisition, explain the cost/benefit of acquiring fee title to the land versus a conservation easement.**

Answer: Not applicable; this is not an acquisition project.

21 **Does the EEM project include a proposed and/or future carbon offset project in the project area?**

Answer: Not applicable; this is not an acquisition project.

Other Benefits and Community Participation (0-5 points)
Projects that provide other benefits and demonstrate community support will be more competitive under this criterion.

22 **Explain how the EEM project will:**

a. Provide access to outdoor wildlife/nature-oriented recreational opportunities.
b. Increase opportunities for interpretive and/or environmental education.
c. Be ADA accessible.
d. Maximize citizen involvement in project planning and implementation.
e. Provide community stewardship opportunities.
f. Provide additional benefits not previously discussed.

Answer: The Project will maximize opportunities for Disadvantaged community members to gain access to nature based ADA accessible recreation, workforce education, training, and job opportunities during project implementation and beyond. Project implementation will support job opportunities to residents of Mariposa County, through Sierra Foothill Conservancy (SFC) , Mariposa County staff, and the Southern Sierra Miwuk Nation, as work on the project will be completed by these organizations. The project will require construction, landscape and engineer contractors, environmental consultants which supports additional jobs within the disadvantaged community of Mariposa. Ongoing maintenance of the expanded and enhanced community park will support additional quality jobs in Mariposa County within the county government and it's subcontractors.

Invasive vegetation removal will be conducted by Calaveras Healthy Impact Product Solutions (CHIPS) and the California Conservation Corps (CCCs). The work of CHIPS primarily focuses "on forest and meadow restoration, watershed stewardship, cultural site restoration, fire safe fuel reductions, and fuel break construction…. while providing employment opportunities to disadvantaged communities and boosting local vendors and companies." Employing the California Conservation Corps will provide workforce education, training and quality jobs to youth while serving the environment.

Centrally located in the town of Mariposa, the project area is a community resource and as such is supported by efforts of numerous project partners including the Mariposa County Arts Council, Ethos Youth Center, The Alliance for Community Transformation (which provides services for at-risk youth), the Community Services Department (which advocates for area elderly). As citizen scientists, stewards, and supporters of the restoration effort, these organizations and their stakeholders will continue to contribute to the proposed project if funded to increase equitable access to workforce and environmental education, training, stewardship opportunities and quality jobs.

Please go to http://resources.ca.gov/grants/environmental-enhancement-and-mitigation-eem/ to find the templates to upload on the Attachments tab.

Attachment: 220603 Preliminary Application (RES-2023-27 : Mariposa Creek Parkway/CNRA EEM Grant)

Certification And Submission Statement

Please read before signing and submitting application.

I certify under penalty of perjury:

- The information entered on behalf of Applicant Organization is true and complete to the best of my knowledge;

O.4.b

- I am an employee of or a consultant for the Applicant Organization authorized to submit the application on behalf of the Applicant Organization; and
- I understand that any false, incomplete or incorrect statements may result in the disqualification of this application.

By signing this application, I waive any and all rights to privacy and confidentiality of the proposal on behalf of the applicant, to the extent provided in this RFP.

Submission By: mgoralnik **Submitter Initials:** **Submission Date:**

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Attachment: 220603 Preliminary Application (RES-2023-27 : Mariposa Creek Parkway/CNRA EEM Grant)

RE: Mariposa County Urban Greening Grant Application // 2022

To whom it may concern:

I understand that, if funded, the planting palette must consist of low water, drought tolerant plants that are 15 gallons in size or smaller. I also confirm the project will not plant invasive species or species selected for aesthetic purposes only. I understand any exceptions to these requirements must be approved by the State.

Sincerely,

Miles Menetrey
Chair, Board of Mariposa County Board of Supervisors

Attachment: 221215 Landscape Performance Letter (RES-2023-27 : Mariposa Creek Parkway/CNRA EEM Grant)

MARIPOSA COUNTY

Planning · 209-966-5151

RESOLUTION - ACTION REQUESTED 2023-28

MEETING: January 17, 2023

TO: The Board of Supervisors

FROM: Steve Engfer, Planner

RE: Budget Action for Design of Mariposa Gateway Elements

RECOMMENDATION AND JUSTIFICATION:

Approve Budget Action Recognizing Unanticipated Revenue Within the Planning Department Budget ($150,000).

In January 2022, Caltrans District 10 applied for funding from a state-only pool of grant money to support community design and construction of gateway elements on state rights-of-way in the Town of Mariposa. That grant application, which staff contributed to, was funded in March 2022.

The project entails at least two murals on privately owned property in the Town of Mariposa and other related physical gateway elements located in Caltrans right of way. It is a direct implementation of several important community planning and design initiatives, especially the Creative Placemaking Strategy and Economic Vitality Strategy. Indeed, the project builds on both the recommendations and preliminary community design work that facilitated the Creative Placemaking Strategy's interactive, art-driven community planning process. As such, staff recommended pursuing a sole source procurement pathway to hire Atlas Lab, the contractor who led the Creative Placemaking Strategy work, to lead the planning, design, and implementation of the proposed effort.

A professional services agreement with Atlas Lab was signed by the Board on 8/23/2022 (RES-2022-491). A budget action was included in that original Board action; however, that budget action was not correct due to the conflation of funding for the planning and design of the gateway features and elements, and their eventual construction. It was decided to be more efficient and practical to delineate funding for design ($150,000) and construction ($850,000) into separate budget actions, requiring a budget action revision. Though the budget action requires revision, the professional services agreement from that original Board action does not.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

RES-2022-459: Adopt a Resolution Authorizing the Board of Supervisors Chair to

Sign the Transportation Art Agreement with Caltrans for the Mariposa Gateway Enhancement Project; and Authorize the Planning Director to Sign Subsequent Agreements Related to Project Implementation Activities (Subject to Approval as to Legal Form by County Counsel)

RES-2022-491: Approve an Agreement with Atlas Lab, Inc. for Gateway Murals in an Amount Not to Exceed $150,000; Authorize the Board of Supervisors Chair to Sign the Agreement; Approve Budget Action Increasing Revenue and Appropriations in the Planning Department Budget to Receive Unanticipated Funds ($150,000)

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

FINANCIAL IMPACT:
Revision- Budget Amount of 150,000.00, Fund 5540, Department 249, Accounts 45547 and 70112. See attached Budget action form for detail.

ATTACHMENTS:
Budget Action Form (PDF)

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

BUDGET ACTION FORM

FUND	DEP/DIV	ACCOUNT	DESCRIPTION	PROJECT	INCREASE	DECREASE
5540	249	45547	One-Time State Grants-State		(150,000)	
5540	249	70112	Improvements		150,000	
			The 2nd agreement in the amount of $850,000			
			will be budgeted at a later date Refer to Res.No. 22-350			
					0	0

TRANSFER BETWEEN FUNDS					DEBIT	CREDIT
Revision to Res. No. 22-491 (additional funds will be budgeted later)					0	0

ACTION REQUESTED: (Check all that apply)

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

DEPT HEAD SIGNATURE Steven L. Euphon DATE 12/29/22

APPROVED BY RES NO. CLERK DATE

DEPARTMENT

AUDITOR'S USE ONLY
BA #

Attachment: Budget Action Form (RES-2023-28 : Budget Action for Design of Mariposa Gateway Elements)

MARIPOSA COUNTY

Planning · 209-966-5151

RESOLUTION - ACTION REQUESTED 2022-491

MEETING: August 23, 2022

TO: The Board of Supervisors

FROM: Sarah Williams, Planning Director

RE: Consultant Contract for Gateway Murals

RECOMMENDATION AND JUSTIFICATION:
Approve an Agreement with Atlas Lab, Inc. for Gateway Murals in an Amount Not to Exceed $150,000; Authorize the Board of Supervisors Chair to Sign the Agreement; Approve Budget Action Increasing Revenue and Appropriations in the Planning Department Budget to Receive Unanticipated Funds ($150,000).

In January 2022, Caltrans District 10 applied for funding from a state-only pool of grant money to support community design and construction of gateway elements on state rights-of-way in the Town of Mariposa. That grant application, which staff contributed to, was funded in March 2022.

In August 2022, RES 2022-459 approved the transportation art agreement with Caltrans, which was needed to accept the portion of these grant funds that are earmarked for gateway murals in the Town of Mariposa. That funding, $150,000 will be used to install at least two murals on privately owned property in the Town of Mariposa. Of note, these murals will be developed in conjunction with other physical gateway elements that will also be produced with funding from this grant. The work for these gateway elements will be subject to a separate agreement.

As with the gateway elements, the aesthetic and thematic aspects of these murals will be determined and detailed through an extensive public process. Also, the project will be driven by the County's Creative Placemaking Strategy Advisory Committee, which will be instrumental in developing and implementing the larger community engagement program.

The project is a direct implementation of several important community planning and design initiatives, especially the Creative Placemaking Strategy and Economic Vitality Strategy. Indeed, the project builds on both the recommendations and preliminary community design work that facilitated the Creative Placemaking Strategy's interactive, art-driven community planning process. As such, staff recommends pursuing a sole source procurement pathway to hire Atlas Lab, the contractor who led the Creative Placemaking Strategy work, to lead the planning, design, and implementation of the proposed effort.

REF ID# 13259 CS

Attachment: Budget Action Form (RES-2023-28 : Budget Action for Design of Mariposa Gateway Elements)

A significant portion of the funds would be used to facilitate an extensive community engagement process throughout the summer and early fall of 2022, whereby the community would comment on and select from a variety of conceptual alternatives that explore different components of local sense of place, such as native plants, animals, human history, and/or a combination of these and other topics. In addition to significant participation from the wider community, the project would be driven by the County's Creative Placemaking Strategy Advisory Committee, which will be instrumental in developing and implementing the larger community engagement program.

The project is a direct implementation of several important community planning and design initiatives, especially the Creative Placemaking Strategy and Economic Vitality Strategy. Indeed, the project builds on both the recommendations and preliminary community design work that facilitated the Creative Placemaking Strategy's interactive, art-driven community planning process. As such, staff recommends pursuing a sole source procurement pathway to hire Atlas Lab, the contractor who led the Creative Placemaking Strategy work, to lead the planning, design, and implementation of the proposed effort.

Under this arrangement, Atlas Lab and their subcontractors would conduct the community design, outreach, design development, and construction administration work (including providing a resident engineer), while construction and fabrication tasks would be completed by a general contractor selected through a public bidding process. The general contractor responsible for implementing the work would be contracted to the County, and managed/overseen by Atlas Lab in their capacity construction contract administrator. Though the two components of this project--the gateway elements ($850K) and the murals ($150K)--are subject to different agreements with Caltrans, both components would be completed under one professional services agreement totaling $1M.

Being State Agreements, the County will need to sign a final version of the two agreements, before Caltrans executes the agreement. The closure statement, which has been included by Caltrans as part of the agreement, is intended to be executed after all work has been completed. At that time, a separate Board item will be proposed that authorizes the Planning Director to sign the agreement.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
On April 5, 2022, The Board approved RES-2022-219 (attached), which approved the framework for (draft of) a Cooperative Agreement with Caltrans District 10 for the Mariposa Gateway Enhancement Project; and authorized the Board of Supervisors Chair to sign the final agreement (subject to approval as to legal form by County Counsel). The attached agreement is the final, lightly edited version of the agreement which the Board previously reviewed and approved.

On January 11, 2022, the Board approved RES-2022-25, which authorized the

Attachment: Budget Action Form (RES-2023-28 : Budget Action for Design of Mariposa Gateway Elements)

MARIPOSA COUNTY

Administration/Human Resources · 966-3222

MEETING: January 17, 2023

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Closed Session - IHSS Negotiations

[ ] **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:

[X] **CONFERENCE WITH COUNTY LABOR NEGOTIATOR**
Name of Employee Organization: United Domestic Workers of America (UDW) for In-Home Supportive Services (IHSS) Providers
Name of County Designated Representative: Shelline Bennett
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):

IHSS - No Resolution Requested

RESULT: CLOSED SESSION HELD

MARIPOSA COUNTY

Administration · 966-3222

MEETING: January 17, 2023

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Closed Session - Planning Director

[ ] **CONFERENCE WITH LEGAL COUNSEL**:

[ ] **Existing Litigation:**
[ ] Disclosure will jeopardize existing settlement negotiations.

[ ] **Anticipated Litigation**
[ ] Significant exposure to litigation pursuant to subdivision (b) of Government Code section 54956.9.
Number of cases to be discussed:

[ ] Initiating of litigation pursuant to subdivision (c) of Government Code section 54956.9.
Number of cases to be discussed: 1

[ ] **CONFERENCE WITH COUNTY LABOR NEGOTIATOR**
Name of Employee Organization:_____
Name of County Designated Representative:_____
Title(s) of unrepresented individuals with whom negotiations are being conducted:_____

[X] **PUBLIC EMPLOYEE EMPLOYMENT TITLE OR POSITION TO BE FILLED:**
(Government Code Section 54957 (b) (1))
Planning Director

[ ] **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

Treasurer-Tax Collector-County Clerk ·

RESOLUTION - ACTION REQUESTED 2023-29

MEETING: January 17, 2023

TO: The Board of Supervisors

FROM: Keith Williams, Treasurer/Tax Collector

RE: Atkins Request for TOT Penalty Waiver

RECOMMENDATION AND JUSTIFICATION:

Receive and Consider Request of David Atkins to Waive Penalties; Receive Information and Make Determination Whether Good Cause Exists to Waive Penalties Under Mariposa County Code 3.36.080 and 3.36.090.

Mariposa County Code 3.36.070 (Transient Occupancy Tax) provides in part that each operator shall make a return to the tax collector of the total rents charged and received, and the amount of tax collected for transient occupancies.

Mariposa County Code 3.36.080 provides that any operator who fails to remit any tax imposed by this chapter within the time required (due date) shall pay a penalty of ten percent (10%) of the amount of the tax in addition to the amount of the tax. The board of supervisors shall have the authority to waive penalties imposed by Section 3.36.080 and section 3.36.090 when the board of supervisors determines in a public meeting that good cause exists for waiving the penalties.

Mariposa County Code 3.36.090 provides in part that when taxes remain unpaid on the last day of the second succeeding calendar month after delinquency, the operator shall pay an additional penalty of one and one half percent (1-1/2%) per month on the amount of the original tax together with any actual costs of collection incurred by the county up to the time the delinquency is paid. This additional penalty attaches on the first day of every month thereafter until payment is made or a court judgment is entered for the amount of unpaid taxes and penalties, whichever occurs first. In the event taxes are not received by the tax collector on the due date, the tax collector shall notify the operator of the delinquency and the addition of applicable penalties in writing within thirty (30) days of the delinquency.

On August 18, 2022, David Atkins responded to our notice of late payment for his June TOT rentals. His payments were received on August 3rd with the actual due date being August 1st. Mr. Atkins states that he was evacuated during the Oak fire and the Tax Collector has verified that his home was under the sheriff's evacuation notice.

The penalties are $62.44, and all taxes have been paid.

No part of the penalty has been paid to date.

Mr. Atkins has submitted a letter with his explanation and his request for a finding of

good cause to waive the penalties. The letter is included in the agenda materials.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The Board has previously has previously waived penalties due to the Oak fire.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

If the Board does not find good cause to waive penalties, the Tax Collector will collect all underpayments and associated penalties then due.

ATTACHMENTS:
Atkins (PDF)

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Wayne Forsythe, District IV Supervisor
SECONDER: Danette Toso, Supervisor
AYES: Toso, Poe, Smallcombe, Forsythe, Menetrey

Keith Williams

From: David Atkins [redacted]
Sent: Thursday, August 18, 2022 10:11 AM
To: Heidi Dubois
Cc: Keith Williams
Subject: Late Fee

You don't often get email from [redacted] Learn why this is important

Hi Heidi,

I rec'd another late fee letter from you, exactly one year later. Seems I have a difficult time paying in August. The reason for my note is that I was hoping that you could reverse this fee as I was evacuated out of both of my homes at the time and, because I pay every two months, the due date fell during the evacuation. I did not have access to my files and/my computer during the evacuation.

I appreciate your time and consideration.

Thanks and regards,

David Atkins
State Certified Appraiser
Lic. #AR041748
FHA and VA Approved
VA ID #5002057

Atkins Group Appraisals
[redacted]

Attachment: Atkins (RES-2023-29 : Atkins Request for TOT Penalty Waiver)

MARIPOSA COUNTY

Treasurer-Tax Collector-County Clerk ·

RESOLUTION - ACTION REQUESTED 2023-30

MEETING: January 17, 2023

TO: The Board of Supervisors

FROM: Keith Williams, Treasurer/Tax Collector

RE: Martin Request for TOT Penalty Waiver

RECOMMENDATION AND JUSTIFICATION:

Receive and Consider Request of Diane Martin to Waive Penalties; Receive Information and Make Determination Whether Good Cause Exists to Waive Penalties Under Mariposa County Code 3.36.080 and 3.36.090.

Mariposa County Code 3.36.070 (Transient Occupancy Tax) provides in part that each operator shall make a return to the tax collector of the total rents charged and received, and the amount of tax collected for transient occupancies.

Mariposa County Code 3.36.080 provides that any operator who fails to remit any tax imposed by this chapter within the time required (due date) shall pay a penalty of ten percent (10%) of the amount of the tax in addition to the amount of the tax. The board of supervisors shall have the authority to waive penalties imposed by Section 3.36.080 and section 3.36.090 when the board of supervisors determines in a public meeting that good cause exists for waiving the penalties.

Mariposa County Code 3.36.090 provides in part that when taxes remain unpaid on the last day of the second succeeding calendar month after delinquency, the operator shall pay an additional penalty of one and one half percent (1-1/2%) per month on the amount of the original tax together with any actual costs of collection incurred by the county up to the time the delinquency is paid. This additional penalty attaches on the first day of every month thereafter until payment is made or a court judgment is entered for the amount of unpaid taxes and penalties, whichever occurs first. In the event taxes are not received by the tax collector on the due date, the tax collector shall notify the operator of the delinquency and the addition of applicable penalties in writing within thirty (30) days of the delinquency.

Diane Martin responded to our notice of late payment for July TOT rentals. Her payments were received on September 27th with the actual due date being August 31st. Ms. Martin states that she was evacuated during the Oak fire and Mariposa Grove fire, the Tax Collector has verified that her homes was under the sheriff's evacuation notice.

The penalties are $40.50, and all taxes have been paid.

No part of the penalty has been paid to date.

REF ID# 13673

Ms. Martin has submitted a letter with her explanation and his request for a finding of good cause to waive the penalties. The letter is included in the agenda materials.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The Board has previously waived penalties due to the Oak fire.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

If the Board does not find good cause to waive penalties, the Tax Collector will collect all underpayments and associated penalties then due.

ATTACHMENTS:
Martin (PDF)

RESULT: ADOPTED [3 TO 1]
MOVER: Wayne Forsythe, District IV Supervisor
SECONDER: Danette Toso, Supervisor
AYES: Danette Toso, Wayne Forsythe, Miles Menetrey
NAYS: Rosemarie Smallcombe
ABSTAIN: Shannon Poe

Keith Williams

From: Diane Martin <[redacted]>
Sent: Wednesday, October 5, 2022 4:12 PM
To: Keith Williams
Subject: Fw: Penelty Charge when I was Evacuated for 2 fires

You don't often get email from [redacted] Learn why this is important

----- Forwarded Message -----
From: Diane Martin [redacted]
To: kwilliams@mariposa.org <kwilliams@mariposa.org>
Sent: Wednesday, October 5, 2022 at 04:07:15 PM PDT
Subject: Penelty Charge when I was Evacuated for 2 fires

This is Karen Diane Martin Owner of Martin Property Management
I was charged a $40 penelty for paying the TOT tax Late when i was not even in my office to pay due to the Fire in Yosemite and the oak fire I was evacuated for the Wasburn Fire First from July 8 to the July 30 then again From August until the end if the month,for the oak fire so I was unable OBVIOUSLY to pay the TOT bill.But as soon as I got back into my home and OFFICE I PAID IT.
This is so UNFAIR,and NOT Right for the government to penalize Me for being evacuated per the rangers This NEEDS to be corrected.How can I a small business owner continue when this unjustice is being piled on me.Karen Diane Martin [redacted]

Attachment: Martin (RES-2023-30 : Martin Request for TOT Penalty Waiver)

MARIPOSA COUNTY

Administration · 966-3222

RESOLUTION - ACTION REQUESTED 2023-31

MEETING: January 17, 2023

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Approve Budget Action to Correct Plant Operations and Vehicle Purchase Budgets

---

RECOMMENDATION AND JUSTIFICATION:

Approve Budget Action to Correct Plant Operations Utility District Budgets and Vehicle Purchase Budgets Increasing General Fund Contingency by ($38,284) ($175,664).

Following the completion of the balancing adjustments for FY23, staff determined that the beginning fund balances for the utility districts were overstated by the amount in their reserves. Because funds need to balance, staff had to either reduce expenses or increase revenue to offset these adjustments. Staff recommends using reserve funds to reduce the operating loans required for each utility district.

It is notable that Mariposa Pines does not require an operating loan and still maintains a reserve fund. They approved rate increases during the initial board hearing.

The other utility districts did not approve rate increases initially, and as a result, staff recommends eliminating their reserves to minimize the required general fund operating loans in this fiscal year. A separate board item with the loan documents will be brought to the board later this spring.

Don Pedro loan will not change from balancing adjustments at $142,912.

Coulterville loan will not change from balancing adjustments at $92,094.

It was discovered after the balancing adjustments were completed that the original loan request from Don Pedro of $95,000 was not included in the debt issuance from the general fund. In addition offsetting the Don Pedro increase in debt issuance requirements, adjustments to the Yosemite West budget eliminated the short term need for a loan. These two changes combine to reduce the debt issuance request from the general fund by $38,284. Staff increased contingency as a result of these adjustments to balance the general fund.

This budget action also transfers funding that was budgeted in the general fund for

vehicle purchases to fund 7703 Vehicle Replacement Fund from which vehicle purchases should be made. This does not impact the general fund overall.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

Resolution 22-390: Fiscal Year 2022-23 Final Budget Resolution

Resolution 22-660: Adopt Balancing Adjustments for Fiscal Year 2022-2023 Adopted Budget

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
This budget action corrects errors made in previous budget actions, overstating beginning fund balances in utility districts and adding vehicle purchase expenses to the general fund.

The board can suggest changes in approach to balancing the utility district budgets but the fundamental adjustments proposed need to be made to ensure that the budgets are not overstated and that expenditures can be made in the appropriate funds.

If not approved, the utility district budgets will be significantly overstated, and vehicle purchases would need to be made from the general fund.

FINANCIAL IMPACT:
The general fund contingency will increase by $38,284.

ATTACHMENTS:
Plant Ops and Vehicle Corrections 12.14.22(PDF)
Plant Operations Budget Adjustments 1.17.23 (PDF)

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

BUDGET ACTION FORM

FUND	DEP/DIV	ACCOUNT	DESCRIPTION	INCREASE	DECREASE
1001	100	60451	Debt Issuance		38284
1001	100	92001	Contingency	38284	
1001	0151	70411	Staff Vehicles		32,962
1001	0151	80111	Transfer Out	32,962	
1001	0212	70411	Staff Vehicles		98,702
1001	0212	80111	Transfer Out	98,702	
1001	0608	70411	Staff Vehicles		44,000
1001	0608	80111	Transfer Out	44,000	
3314	0408	49999	Beginning Fund Balance		(2,283)
3314	0408	80111	Transfer Out		2,283
3316	0408	60301	General Professional Services		8,000
3316	0408	60414	Electricity		10,000
3316	0408	49101	Transfer In		(18,000)
3316	0408	49999	Beginning Fund Balance		(18,540)
3316	0408	80111	Transfer Out		18,540
3320	0408	49999	Beginning Fund Balance		(121,000)
3320	0408	60201	Miscellaneous Expenses		71,896
3320	0408	80111	Transfer Out		49,104
3322	0408	48231	Debt Proceeds		(133,284)
3322	0408	49201	Reserve Utilization		(62,500)
3322	0408	49999	Beginning Fund Balance		(79,968)
3322	0408	60201	Miscellaneous Expenses		55,284
3322	0408	80111	Transfer Out		220,468
3530	0408	49101	Transfer In		(2,283)
3530	0408	60201	Miscellaneous Expense		2,283
3532	0408	49101	Transfer In		(18,540)
3532	0408	60201	Miscellaneous Expense		540
3532	0408	80111	Transfer Out		18,000
3534	0408	49101	Transfer In		(49,104)

Attachment: Plant Ops and Vehicle Corrections 12.14.22 (RES-2023-31 : Approve Budget Action to Correct Plant Operations and Vehicle

BUDGET ACTION FORM

3534	0408	60201	Miscellaneous Expense		49,104
3535	0408	49101	Transfer In		(220,468)
3535	0408	60201	Miscellaneous Expense		220,468
7703	0170	49101	Transfer In	(175,664)	
7703	0170	70411	Staff Vehicles	175,664	
				175,664	175,664

TRANSFER BETWEEN FUNDS				DEBIT	CREDIT
				0	0

ACTION REQUESTED: (Check all that apply)

( ) Budget appropriation is less than $50,000 and involves shifting funds between categories in the same account and fund. Board of Supervisors reviews all budget actions of this nature on a monthly basis.

(X) Budget appropriation by Board of Supervisors (4/5ths Vote Required): Amending revenues and expenses or transferring funds between funds or accounts within the General Fund or transferring appropriation from contingency.

DEPARTMENT HEAD SIGNATURE DATE

AUDITOR SIGNATURE DATE

COUNTY ADMINISTRATIVE OFFICER SIGNATURE DATE

APPROVED BY RES NO. CLERK DATE

DEPARTMENT

AUDITOR'S USE ONLY
BA #

Budget Revision Form Revised 08/2020

Attachment: Plant Ops and Vehicle Corrections 12.14.22 (RES-2023-31 : Approve Budget Action to Correct Plant Operations and Vehicle



Mariposa County
Plant Operations Budget Corrections

JANUARY 17, 2023

FUND	DEPARTMENT	PROGRAM	ACCOUNT	CURRENT	ADJUSTMENT	REVISED
3314 Coulterville Service Area	408 Plant Operations	No Program	49999 Beginning Fund Balance	99,940	-2,283	97,657
3316 Don Pedro Sewer	408 Plant Operations	No Program	49999 Beginning Fund Balance	29,444	-18,540	10,904
3320 Mariposa Pines	408 Plant Operations	No Program	49999 Beginning Fund Balance	138,881	-121,000	17,881
3322 Yosemite West Maint District	408 Plant Operations	No Program	49999 Beginning Fund Balance	534,362	-79,968	454,394

Budget action began as a correction of beginning fund balances

Attachment: Plant Operations Budget Adjustments 1.17.23 (RES-2023-31 : Approve Budget Action to

FUND	DEPARTMENT	PROGRAM	ACCOUNT	CURRENT	ADJUSTMENT	REVISED
3316 Don Pedro Sewer	408 Plant Operations	No Program	49101 Transfer In - General	18,000	-18,000	0
3316 Don Pedro Sewer	408 Plant Operations	No Program	60301 General Professional Services	23,800	-8,000	15,800
3316 Don Pedro Sewer	408 Plant Operations	No Program	60414 Electricity	35,000	-10,000	25,000
3316 Don Pedro Sewer	408 Plant Operations	No Program	80111 Transfer Out - General	81,751	-18,540	63,211
3322 Yosemite West Maint District	408 Plant Operations	No Program	49201 Reserve Utilization	142,468	-62500	79,968
3322 Yosemite West Maint District	408 Plant Operations	RMA Road Maintenance	60201 Miscellaneous Expenses	80,000	-55284	24,716
3322 Yosemite West Maint District	408 Plant Operations	WAT Water	80111 Transfer Out - General	142,468	-142,468	0
3322 Yosemite West Maint District	408 Plant Operations	RMA Road Maintenance	80111 Transfer Out - General	78,000	-78,000	0

Additional scrutiny revealed a few other needed corrections

1001 General Fund	100 General Purpose All Departments	60451 Debt Issuance	273,290	-133,284		Yosemite West Debt
				95000	235,006	Don Pedro Debt

DEBT ISSUANCE ADJUSTMENTS

Attachment: Plant Operations Budget Adjustments 1.17.23 (RES-2023-31 : Approve Budget Action to

1001 General Fund	151 Technical Services	70411 Staff Vehicles	32,962	-32,962	0
1001 General Fund	212 District Attorney	70411 Staff Vehicles	98,702	-98,702	0
1001 General Fund	608 UC Cooperative Extension	70411 Staff Vehicles	44,000	-44,000	0
7703 Vehicle Replacement Fund	170 Fleet	70411 Staff Vehicles	1,048,234	175,664	1,223,898

Vehicle Replacement Accounting Adjustment

Attachment: Plant Operations Budget Adjustments 1.17.23 (RES-2023-31 : Approve Budget Action to


QUESTIONS?

MARIPOSA COUNTY

Administration · 966-3222

MEETING: January 17, 2023

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Discussion and Direction Regarding Oak Fire Recovery

RECOMMENDATION AND JUSTIFICATION:
Discussion and Direction regarding Oak Fire Recovery.

The Board directed staff to create a standing item to allow for the sharing of information regarding Oak Fire Recovery.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
On July 22, 2022, the Oak Fire began in the Midpines area of Mariposa County and grew into a major wildfire. 127 homes and 66 outbuildings were destroyed.

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

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

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

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

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not have discussion and direction and miss the opportunity to address the ongoing recovery from the Oak fire.

RESULT: INFORMATION RECEIVED

MARIPOSA COUNTY

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

RESOLUTION - ACTION REQUESTED 2023-32

MEETING: January 17, 2023

TO: The Board of Supervisors

FROM: Danielle Bondshu, Clerk of the Board

RE: Set the Board's Meeting Schedule for 2023

RECOMMENDATION AND JUSTIFICATION:

Set the Board's 2023 meeting schedule.

Under Mariposa County Code (MCC) Chapter 2.04, the Board's regular meetings are scheduled for the first four Tuesdays of every month unless a meeting is cancelled or rescheduled by Board action. However, the Board examines its annual schedule at the first of each year and approves or adjusts it as it sees fit.

Attached is a proposed meeting schedule which follows the Board's customary schedule. The Board is also at liberty to cancel other meetings at this time if it chooses.

It should be noted that the attached schedule, cancels the Regular Meetings of July 4th, September 5th, November 14th and December 26th because of their proximity to and/or falling on Independence Day, Labor Day, and Christmas, and cancels the Regular Meeting of November 14th to allow for attendance at the CSAC Annual meeting which will be held in Southern California.

In addition to those changes, staff is also requesting direction regarding how the Board wishes to treat the January 2, 2024, Regular Meeting, which will fall immediately after the 2024 New Year's holiday that will be observed on Monday, January 1, 2024.

Put more concisely, staff recommends the following changes to the Board's 2023 meeting schedule, in addition to any other changes that the Board may choose.

Cancellation of the following three Regular Meetings:

- **July 4, 2023** - Independence Day
- **September 5, 2023 -** the day after Labor Day
- **November 14, 2023 -** CSAC Annual Meeting and CCBSA Annual Conference.
- **December 26, 2023 -** immediately follows Christmas, which will be observed on Monday, December 25, 2023

Staff is also seeking direction regarding the **January 2, 2024,** Regular meeting that immediately follows New Year's Day, which will be observed on Monday, January 1,

2024.

Staff is also seeking direction regarding a Special Meeting for Strategic Planning, possibly in September.

Further Direction is needed on the suggested cancellation of three Regular Meetings from Supervisor Forsythe:

- **April 11, 2023** - Tuesday following Easter. School-aged children are on spring break, and the CSAC Legislative Conference is taking place from the 11th - 14th.
- **November 21, 2023 -** Tuesday before Thanksgiving.
- **December 19, 2023 -** Tuesday before Christmas.

Chapter 2.64.020 of the County Code regarding Legal Holidays, as well as the list of 2023 holidays, are also attached for reference, as some Supervisors and Department Heads may be absent around holidays.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board annually considers its schedule at the first meeting of the year rather than scheduling an agenda item for each change during the year.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
If the Board takes no action, the meeting schedule mandated by County Code will remain unchanged. The Board may also alter the proposed schedule prior to taking an action.

ATTACHMENTS:
2023 Calendar - Proposed (PDF)
2023 BOS Meeting Schedule - Proposed (PDF)
2023 Calendar - Proposed with WF suggestions (PDF)
Supervisor Forsythe Suggestions (DOCX)
Legal Holidays for 2023 (DOCX)
County Code 2.64 Hours and Holidays (PDF)

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

Board of Supervisors 2023

January

S	M	T	W	T	F	S
1	2	X	4	5	6	7
8	9	**10**	11	12	13	14
15	16	**17**	18	19	20	21
22	23	**24**	25	26	27	28
29	30					

February

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5	6	**7**	8	9	10	11
12	13	**14**	15	16	17	18
19	20	**21**	22	23	24	25
26	27	**28**				

March

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12	13	**14**	15	16	17	18
19	20	**21**	22	23	24	25
26	27	**28**	29	30	31	

April

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16	17	**18**	19	20	21	22
23	24	**25**	26	27	28	29
30						

May

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14	15	**16**	17	18	19	20
21	22	**23**	24	25	26	27
28	29		31			

June

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11	12	**13**	14	15	16	17
18	19	**20**	21	22	23	24
25	26	**27**	28	29	30	

July

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9	10	**11**	12	13	14	15
16	17	**18**	19	20	21	22
23	24	**25**	26	27	28	29
30	31					

August

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13	14	**15**	16	17	18	19
20	21	**22**	23	24	25	26
27	28		30	21		

September

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					1	2
3	4	**X**	6	7	8	9
10	11	**12**	13	14	15	16
17	18	**19**	20	21	22	23
24	25	**26**	27	28	29	30

October

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8	9	**10**	11	12	13	14
15	16	**17**	18	19	20	21
22	23	**24**	25	26	27	28
29	30					

November

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12	13	**x**	15	16	17	18
19	20	**21**	22	23	24	25
26	27	**28**	29	30		

December

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3	4	**5**	6	7	8	9
10	11	**12**	13	14	15	16
17	18	**19**	20	21	22	23
24	25	**X**	27	28	29	30
31						

Holiday

5th Tuesday

Meeting Date

Sept. 20 - 22: RCRC Annual Meeting

April 11 & 13: CSAC Legislative Conf.

Nov. 13 -17: CSAC Annual Meeting

X Meeting Cancelled

Feb 11 - 14: NACo Leg. Conference (D.C.)

May 17 - 19: NACo West. Interstate Reg. Conf (St. George, UT)

July 21 - 24: NACo Annual Conference (Travis County - Austin, TX))

Holidays:

Jan. 1st - New Years (Observed 1/2/2023)
Jan. 16th - Martin Luther King Day
Feb. 20th - Presidents' Day
May 29th - Memorial /Day
July 4th - Independence Day
Sept. 4th - Labor Day
Oct. 9th - Columbus Day
Nov. 10th - Veterans Day
Nov. 24th & 25th - Thanksgiving
Dec. 25th - Christmas

Attachment: 2023 Calendar - Proposed (RES-2023-32 : Set the Board's Meeting Schedule for 2023)

2023 Board of Supervisors Meeting Schedule (Proposed)

JANUARY:

January 3rd - CANCELLED in January 2021
January 10th
January 17th
January 24th
January 31st *No Board meeting - Fifth Tuesday*

FEBRUARY:

February 7th
February 14th
February 21st
February 28th

MARCH:

March 7th
March 14th
March 21st
March 28th

APRIL:

April 4th
April 11th
April 18th
April 25th

MAY:

May 2nd
May 9th
May 16th
May 23rd
May 30th *No Board meeting - Fifth Tuesday*

JUNE:

June 6th
June 13th
June 20th
June 27th

JULY:

July 4th - CANCELLED (Falls on Independence Day)
July 11th
July 18th
July 25th

Attachment: 2023 BOS Meeting Schedule - Proposed (RES-2023-32 : Set the Board's Meeting Schedule for 2023)

AUGUST:

August 1st
August 8th
August 15th
August 22nd
August 29th *No Board meeting - Fifth Tuesday*

SEPTEMBER:

September 5th - CANCELLED (Follows Labor Day)
September 12th
September 19th
September 26th

OCTOBER:

October 3rd
October 10th
October 17th
October 24th
October 31st *No Board meeting - Fifth Tuesday*

NOVEMBER:

November 7th
November 14th - CANCELLED (CSAC Annual Meeting)
November 21st
November 28th

DECEMBER:

December 5th
December 12th
December 19th
December 26th - CANCELLED for holidays

JANUARY 2024:

January 2nd - CANCELLED for holidays
January 9th - First meeting of the new year

Attachment: 2023 BOS Meeting Schedule - Proposed (RES-2023-32 : Set the Board's Meeting Schedule for 2023)

Board of Supervisors 2023

January

S	M	T	W	T	F	S
1	2	X	4	5	6	7
8	9	**10**	11	12	13	14
15	16	**17**	18	19	20	21
22	23	**24**	25	26	27	28
29	30					

February

S	M	T	W	T	F	S
			1	2	3	4
5	6	**7**	8	9	10	11
12	13	**14**	15	16	17	18
19	20	**21**	22	23	24	25
26	27	**28**				

March

S	M	T	W	T	F	S
			1	2	3	4
5	6	**7**	8	9	10	11
12	13	**14**	15	16	17	18
19	20	**21**	22	23	24	25
26	27	**28**	29	30	31	

April

S	M	T	W	T	F	S
						1
2	3	**4**	5	6	7	8
9	10	**11**	12	13	14	15
16	17	**18**	19	20	21	22
23	24	**25**	26	27	28	29
30						

May

S	M	T	W	T	F	S
	1	**2**	3	4	5	6
7	8	**9**	10	11	12	13
14	15	**16**	17	18	19	20
21	22	**23**	24	25	26	27
28	29		31			

June

S	M	T	W	T	F	S
				1	2	3
4	5	**6**	7	8	9	10
11	12	**13**	14	15	16	17
18	19	**20**	21	22	23	24
25	26	**27**	28	29	30	

July

S	M	T	W	T	F	S
						1
2	3	x	5	6	7	8
9	10	**11**	12	13	14	15
16	17	**18**	19	20	21	22
23	24	**25**	26	27	28	29
30	31					

August

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	**8**	9	10	11	12
13	14	**15**	16	17	18	19
20	21	**22**	23	24	25	26
27	28		30	21		

September

S	M	T	W	T	F	S
					1	2
3	4	**X**	6	7	8	9
10	11	**12**	13	14	15	16
17	18	**19**	20	21	22	23
24	25	**26**	27	28	29	30

October

S	M	T	W	T	F	S
1	2	**3**	4	5	6	7
8	9	**10**	11	12	13	14
15	16	**17**	18	19	20	21
22	23	**24**	25	26	27	28
29	30					

November

S	M	T	W	T	F	S
			1	2	3	4
5	6	**7**	8	9	10	11
12	13	**x**	15	16	17	18
19	20	**21**	22	23	24	25
26	27	**28**	29	30		

December

S	M	T	W	T	F	S
					1	2
3	4	**5**	6	7	8	9
10	11	**12**	13	14	15	16
17	18	**19**	20	21	22	23
24	25	**X**	27	28	29	30
31						

Holiday

5th Tuesday

Meeting Date

Supervisor Forsythe's Suggested Cancellations

Sept. 20 - 22: RCRC Annual Meeting

April 11 & 13: CSAC Legislative Conf.

Nov. 13 -17: CSAC Annual Meeting

X Meeting Cancelled

Feb 11 - 14: NACo Leg. Conference (D.C.)

May 17 - 19: NACo West. Interstate Reg. Conf (St. George, UT)

July 21 - 24: NACo Annual Conference (Travis County - Austin, TX))

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May 29th - Memorial /Day
July 4th - Independence Day
Sept. 4th - Labor Day
Oct. 9th - Columbus Day
Nov. 10th - Veterans Day
Nov. 24th & 25th - Thanksgiving
Dec. 25th - Christmas

Attachment: 2023 Calendar - Proposed with WF suggestions (RES-2023-32 : Set the Board's Meeting

Supervisor Forsythe's Suggestions

- ***April 11th, 2023*** – Reasoning: Tuesday following Easter, School children are out on spring break, CSAC Leg. Conference.

- ***November 21st, 2023 –*** Reasoning: Tuesday before Thanksgiving.

- ***December 19th, 2023 -*** Reasoning: Tuesday before Christmas.

Attachment: Supervisor Forsythe Suggestions (RES-2023-32 : Set the Board's Meeting Schedule for 2023)

Legal Holidays for 2023

The following are established as legal holidays in the County, pursuant to Government Code Sections 67000, 10953, and 19854:

	2023
New Year's Day	Monday, January 2nd
Birthday of Martin Luther King, Jr.	Monday, January 16th
Presidents' Day	Monday, February 20th
Memorial Day	Monday, May 29th
Juneteenth	Monday, June 19th
Independence Day	Tuesday, July 4th
Labor Day	Monday, September 4th
Columbus Day	Monday, October 9th
Veterans Day	Friday, November 10th
Thanksgiving Day	Thursday & Friday, November 23rd & 24th
Christmas Day	Monday, December 25th
New Year's Day, 2024	Monday, January 1st

Attachment: Legal Holidays for 2023 (RES-2023-32 : Set the Board's Meeting Schedule for 2023)

2.64.020 Legal Holidays

The following are established as legal holidays in the county, pursuant to Government Code sections 6700, 19853 and 19854:

A. Every Sunday;

B. January 1st, known as "New Year's Day";

C. Third Monday in January, known as "Martin Luther King's Day"

D. Third Monday in February, known as "President's Day";

E. Last Monday in May, known as "Memorial Day";

F. July 4th, known as "Independence Day";

G. First Monday in September, known as "Labor Day";

H. Second Monday in October, known as "Columbus Day";

I. November 11th, known as "Veterans Day";

J. Thanksgiving Day;

K. The day after Thanksgiving Day;

L. December 25th, known as "Christmas Day";

M. All county employees are entitled to a personal holiday; all new employees of the county are entitled to a personal holiday after their one-year anniversary in the calendar year of their first anniversary date;

N. Every day appointed by the President or Governor for public fast, thanksgiving, or holiday, provided each such day is specified as a paid holiday by the President or Governor for public employees;

O. Every employee shall be entitled to take as a holiday the Friday preceding any Saturday on which one of the holidays set out in B, F, I, and L above occurs;

P. Every employee shall be entitled to take as a holiday the Monday following any Sunday on which one of the holidays set out in B, F, I, and L above occurs;

Q. Every employee shall be entitled to take one of the following additional holidays, subject to the employee's choice and prior approval by the employee's department head:

1. The working day before or the first working day after Christmas (December 25th).

2. The working day before or the first working day after New Year's Day (January 1st).

Attachment: County Code 2.64 Hours and Holidays (RES-2023-32 : Set the Board's Meeting Schedule for 2023)

HISTORY
Adopted by Ord. 757 Sec. 1 on 11/14/1989

Attachment: County Code 2.64 Hours and Holidays (RES-2023-32 : Set the Board's Meeting Schedule for 2023)

MARIPOSA COUNTY

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

MEETING: January 17, 2023

TO: The Board of Supervisors

FROM: Danielle Bondshu, Clerk of the Board

RE: 2023 Policy Area Liaisons

RECOMMENDATION AND JUSTIFICATION:
Review and Select Board Members to Serve as 2023 Policy Area Liaisons.

Among its first of the year items, the Board annually considers and reviews the Policy Area Liaisons to ensure that the structure and representation still aligns with Board wishes. The intent behind the list and appointments is to define two Board members from whom Department Heads, whether appointed or elected, may seek guidance, insight, or feedback for issues at the departmental level. Generally, only routine matters are discussed on this level as the expectation remains that issues requiring either an action, or more robust conversations, will still be scheduled before the full Board, as needed.

Defining policy areas, allows supervisors to work within their areas of expertise or interest. Additionally, designating two supervisors for areas and contacts also helps prevent inadvertent Brown Act non-compliance where more than two supervisors are hearing and discussing an issue. Lastly, having policy liaisons also allows an avenue for confidential complaints, as well as serving as a component of a critical feedback loop that provides unfiltered information to Board members.

The 2022 Board Liaison list, which shows the policy area groupings, the departments falling under those policy areas, and the two Board members who were appointed to each policy area, is attached. Staff is now requesting that the Board review the list for sufficiency, and select two Board members to oversee each policy area.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board annually reviews and provides direction on this matter. While County records indicate that the Board has appointed members as Policy Area liaisons since the 1960s and 1970s, the earlier process was more informal and Board members served on that position without review from the time of their appointment to the time they left the Board. The current process of annual review and reappointment was instituted in 1991 when only one Board member was assigned to each policy area. Subsequent to that time, the Board increased the representation to two Board

Agenda Item - No Resolution Requested

members per policy area. Additionally, the Board has, from time-to-time, considered and changed the functional policy areas. Amendments occurred in 2019 when changes were needed due to the consolidation of multiple departments, and 2021 to further reflect new organizational structures.

Changes were made to fill the vacancy of the District II Supervisor after their resignation in 2022.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Alternatives include:

1) Amend the proposed policy areas.
2) Continue with the present policy areas, but reduce Board representation to one member per area.
3) Assign departments to Board member(s) versus the policy area/subject matter.
4) Assign departments by supervisorial district.
5) Assign by some other criteria.
6) Formulate some other method by which to designate liaisons.
7) Eliminate the liaison structure.
8) Create a more formalized committee structure as some other counties do. These committees are formed around a topic or policy area (for example a Finance Committee), formally meet and convene, and report and recommend actions to the Board.

ATTACHMENTS:
2022 (After D2 vacancy) Board Liaisons - Comprehensive List (PDF)

RESULT: DIRECTION GIVEN

2022 Board Liaisons

BOARD LIAISON - AIRPORT: **SUPERVISORS MENETREY and LONG**

Policy Areas:	Departments:
Airport	Public Works Department

BOARD LIAISON – DEVELOPMENTAL SERVICES: **SUPERVISORS FORSYTHE and MENETREY**

Policy Areas:	Departments:
Advertising and Economic Development/Chamber	Economic Development
Housing Element	Building Department
Natural Resources	Local Agency Formation Commission
	Planning Department
	Environmental Health

BOARD LIAISON - FIRE: **SUPERVISORS FORSYTHE and LONG**

Policy Areas:	Departments:
Fire Services	Fire

BOARD LIAISON - FISCAL & EDUCATIONAL SERVICES: **SUPERVISORS FORSYTHE and LONG**

Policy Areas:	Departments:
Agriculture	Agricultural Commissioner
Audits	Assessor-Recorder
Fish and Game	Auditor
Future Plant Acquisition - Capital Improvements	Farm Advisor/Cooperative Extension
Library	Library
	Treasurer-Tax Collector

BOARD LIAISON - GEN. GOVERNMENT: **SUPERVISORS SMALLCOMBE and LONG**

Policy Areas:	Departments:
Administration	Administration
Personnel	Assessment Appeals
Personnel Salaries	Board of Supervisors
Reserve for Contingency	Clerk of the Board
Risk Management	County Clerk
	County Counsel/Risk Manager
	Elections
	Grand Jury

Attachment: 2022 (After D2 vacancy) Board Liaisons - Comprehensive List (13664 : 2023 Policy Area Liaisons)

BOARD LIAISON - HEALTH AND HUMAN SERVICES:

SUPERVISORS SMALLCOMBE and FORSYTHE

Policy Areas:

Behavioral Health
Health
Medical Care
Senior Issues
Social Services
Substance Abuse

Departments:

Air Pollution Control
Health & Human Services Agency
(excluding Environmental Health)

BOARD LIAISON – INFRASTRUCTURE:

SUPERVISORS FORSYTHE and MENETREY

Policy Areas:

Cemetery
Parks & Recreation
Public lands
Roads
Solid Waste/Hazardous Waste
Transit

Departments:

Public Works Department:
- Administration
- Facilities Maintenance
- Engineering
- Parks
- Projects
- Recreation
- Roads
- Solid Waste Enterprise
- Transportation Planning
- Vehicle Maintenance

Transit

BOARD LIAISON – JUSTICE SYSTEM SERVICES:

SUPERVISORS MENETREY and FORSYTHE

Policy Areas:

Animal Control
Courts
Jail Construction
Law Enforcement

Departments:

Sheriff
Court Appointed Counsel
District Attorney
- Criminal Division
- Victim-Witness

Child Support Services
Justice Subvention
Law Library
Probation
Sheriff/Jail/Boating
- Safety/Dispatch/Animal Control

Superior Court

Attachment: 2022 (After D2 vacancy) Board Liaisons - Comprehensive List (13664 : 2023 Policy Area Liaisons)

BOARD LIAISON – WATER: **SUPERVISORS SMALLCOMBE & LONG**

Policy Areas:

Special Districts
Water**
**Includes IRWMP representation

Departments:

Public Works Department:
Special Districts
Water Agency

Attachment: 2022 (After D2 vacancy) Board Liaisons - Comprehensive List (13664 : 2023 Policy Area Liaisons)

MARIPOSA COUNTY

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

MEETING: January 17, 2023

TO: The Board of Supervisors

FROM: Danielle Bondshu, Clerk of the Board

RE: 2023 Contact Area Liasons Selection

RECOMMENDATION AND JUSTIFICATION:

Appoint Board Members as Contact Area liaisons for 2023.

Attached is the 2022 list of Board Member Contact Area representation. Review of that list, and changes as determined by the Board of Supervisors, are now needed.

It is recommended that as specific projects are brought forward, that formal appointment of Board Members be made.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The Board annually considers this list and appoints its representatives.

Contact Areas were created in order to appoint one or two Board members to interface on ongoing projects/issues. While there is some flexibility for other Board members to assist, it should be noted that the Contact Area Liaisons become subject to the Brown Act and its meeting requirements if a third Board member is added.

01/11/2011: The Board clarified that these are Contact Areas versus Ad Hoc Committees.

01/06/2020: The list was amended to include the Mariposa Chamber of Commerce and the John C. Fremont Healthcare District.

01/05/2021: The list was amended to include Mariposa County Unified School District.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Do not appoint and risk that items of interest to the County go unmonitored.

ATTACHMENTS:
Contact Area Liaisons 2022 (PDF)

RESULT: DIRECTION GIVEN

BOARD MEMBER CONTACT AREAS

2022

CHAMBER OF COMMERCE

Supervisors Miles Menetrey and Wayne Forsythe

FERGUSON PROJECT

Supervisor Rosemarie Smallcombe;
(Public Works Director is the lead contact person)

JOHN C FREMONT HEALTHCARE DISTRICT

Supervisors Rosemarie Smallcombe and Miles Menetrey

MARIPOSA COUNTY UNIFIED SCHOOL DISTRICT

Supervisors Rosemarie Smallcombe and Wayne Forsythe

MARIPOSA PUBLIC UTILITY DISTRICT

Supervisors Marshall Long and Wayne Forsythe

STATE MINERAL MUSEUM

Supervisors Tom Sweeney and Marshall Long

YOSEMITE GATEWAY PARTNERS

Supervisors Rosemarie Smallcombe and Miles Menetrey

YOSEMITE NATIONAL PARK SERVICE

Supervisors Rosemarie Smallcombe and Miles Menetrey

Attachment: Contact Area Liaisons 2022 (2023-8 : 2023 Contact Area Liasons Selection)

MARIPOSA COUNTY

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

RESOLUTION - ACTION REQUESTED 2023-33

MEETING: January 17, 2023

TO: The Board of Supervisors

FROM: Danielle Bondshu, Clerk of the Board

RE: Board Member County Committee Appointments

RECOMMENDATION AND JUSTIFICATION:
Review and select Board member representation on In-County committees, commissions, and boards.

A list of all County committees with Board representatives and term expiration dates is attached. Committees, commissions, or boards needing appointments or reappointments are:

1) Mariposa County Safety Committee (two representatives); and
2) Local Agency Formation Commission (LAFCo) (two representatives and one alternate); and
3) Local Enforcement Agency Hearing Panel (one representative); and
4) Mariposa County Childcare Task Force (one representative); and
5) Creative Placemaking Strategy Advisory Committee (one representative to fill an unexpired term); and
6) Merced River Trail Community Working Group (one representative).

Also attached is a list of those Committees and Boards not requiring reappointments. This second list is attached for informational purposes to aid in balancing assignments.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board annually reviews its member representation for other entities. It also regularly reappoints members, including supervisors, to committees.

July 11, 2017: the Board gave direction to include all Board committee appointments with the annual first-of-the-year reviews and selections.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
If the Board makes no appointments, there will be no Board representation on the listed committees, commissions, or boards once the current terms expire.

ATTACHMENTS:
2023 Board Committee Appointees Appointments (DOCX)

REF ID# 13661

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

County Committee/Board Representatives

Nine (9) Positions/Terms need reappointment in 2023:

1) MARIPOSA COUNTY SAFETY COMMITTEE

Administering Department: County Counsel/Risk Management
Length of Term: One (1) year

2022 Appointees: **Marshall Long**
Rosemarie Smallcombe

Current Terms Expire: **January 8, 2023**

New Terms: **January 10, 2023, to January 10, 2024**

2) LOCAL AGENCY FORMATION COMMISSION (LAFCo)

Administering Department: Planning
Term Length: Four (4) years, staggered; expiring on the first Monday in May

Appointees: **Wayne Forsythe** (to 5-5-25)
Rosemarie Smallcombe (to 5-1-23)
Miles Menetrey (to 5-1-23)
Marshall Long (Alternate) (to 5-1-23).

New Terms: **Fill two vacancies and an alternate for the term of (5-2-23 through 5-1-27)**

3) LOCAL ENFORCEMENT AGENCY HEARING PANEL

Administering Department: Health
Length of Term: Four (4) years, but not more than 2 terms.

Appointee: **Rosemarie**
Term Two (2) Expires: **January 27, 2023**

New Term One (1) Expires: **January 10, 2027**

4) MARIPOSA COUNTY CHILDCARE TASK FORCE

Administering Department: Administration/Economic Development
Length of Term: One Year
Appointees: **VACANT**

New Term One (1) Expires: **January 10, 2024**

Attachment: 2023 Board Committee Appointees Appointments (RES-2023-33 : Board Member County Committee Appointments)

5) CREATIVE PLACEMAKING STRATEGY ADVISORY COMMITTEE

Administering Department: Planning
Length of Term: Two Years
Appointees: **Miles Menetrey and Marshall Long**
- **Need to fill Mr. Long's term**

UNEXPIRED Term Expires: **February 29, 2024**

6) MERCED RIVER TRAIL COMMUNITY WORKING GROUP

Administering Department: Planning Department
Length of Term: Three (3) years
Appointee: **Miles Menetrey (Appointed 6-14-22 to fill Tom Sweeney's Term)**
VACANT
Current Term Expires: **February 28, 2025**

New (2) Ex-Officio Term: **February 28th, 2026**

Attachment: 2023 Board Committee Appointees Appointments (RES-2023-33 : Board Member County Committee Appointments)

UNEXPIRED COMMITTEE TERMS – FOR REFERENCE ONLY - *NO ACTION NEEDED:*

BEHAVIORAL HEALTH BOARD

Administering Department: Clerk of the Board
Length of Term: Three (3) years
2021 Appointee: **Rosemarie Smallcombe**
Current Term Expires: **June 6, 2025**

COMMUNITY CORRECTIONS PARTNERSHIP

Administering Department: Probation
Length of Term: Three (3) years
Appointee: **Miles Menetrey**
Current Term Expires: **Continuous**

DISASTER ADVISORY COUNCIL

Administering Department: Health
Length of Term: Continuous
Appointee: **Board of Supervisors' Chair**
Current Term Expires: N/A

FIRST FIVE OF MARIPOSA COUNTY

Administering Department: Human Services
Term Length: Three (3) years
Appointee: **Rosemarie Smallcombe**
Current Term Expires: **January 5, 2024**

LAW LIBRARY TRUSTEES

Administering Department: County Counsel
Length of Term: Continuous
Appointee: **Board of Supervisors' Chair**
Current Term Expires: N/A

LOCAL TRANSPORTATION COMMISSION TECHNICAL ADVISORY COMMITTEE

Administering Department: Public Works
Length of Term: Continuous
Appointees: **LTC Chair and Vice-Chair**
Current Term Expires: N/A

TRANSPORTATION CENTER CITIZENS ADVISORY COMMITTEE (CAC)

Administering Department: Planning
Length of Term: Continuous
Appointee: **District IV Supervisor**
Current Term Expires: N/A

Attachment: 2023 Board Committee Appointees Appointments (RES-2023-33 : Board Member County Committee Appointments)

SOLID WASTE AB939 LOCAL TASK FORCE

Administering Department: Public Works
Length of Term: Continuous
Appointees: **Miles Menetrey and Wayne Forsythe**
Current Terms Expire: N/A (Continuous)

Attachment: 2023 Board Committee Appointees Appointments (RES-2023-33 : Board Member County Committee Appointments)

MARIPOSA COUNTY

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

RESOLUTION - ACTION REQUESTED 2023-34

MEETING: January 17, 2023

TO: The Board of Supervisors

FROM: Danielle Bondshu, Clerk of the Board

RE: Selection of Board Members as 2023 Agency Representatives

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RECOMMENDATION AND JUSTIFICATION:
Select and approve Board members as 2023 agency representatives.

At the beginning of each year, the Board considers its representation on other agencies to determine if changes are needed. The Amended 2022 list of agencies is attached and the Board is now being asked to review that list to either reaffirm assignments or make changes, if necessary.

While considering assignments, it should be noted that the California State Association of Counties (CSAC) representative and an alternate for this year were selected on October 4th, 2022, as was required by CSAC. No appointment is necessary unless the Board wishes to change this representative.

Additionally, while the Board has the latitude to assign representatives as it sees fit, it has, historically, selected the same representative for RCRC, the RCRC Environmental Services JPA for Solid Waste, GSFA, and the Mountain Counties Air Basin as they usually all meet on the same day during an RCRC meeting.

Lastly, while most agencies only require designation of a representative, the following three agencies will require additional selections:

- Calaveras-Mariposa Community Action Agency (CAA) requires that alternates be selected for each Board member representative;
- Golden State Finance Authority (GSFA) requires selection of a First Alternate; and
- Rural County Representatives of California (RCRC) also requires selection of a First Alternate.

Consequently, staff is now seeking the Board's consideration, selection, and approval of its agency representatives for the 2023 year.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board annually reviews and updates its representation on agencies, including adding or deleting agencies, as necessary.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Take no action and the Board may have no representation on various agencies.

ATTACHMENTS:
2022 Agencies with Board Member Representation - After D2 Vacancy and CSAC selection 10/04 (DOCX)

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

AGENCIES WITH BOARD MEMBER REPRESENTATION 2022

Area Agency on Aging/PSA 12:
Representative – Supervisor Smallcombe;
Alternate - Supervisor Menetrey

Calaveras-Mariposa Community Action Agency:
Representative - Supervisor Smallcombe; Alternate – Supervisor Menetrey
Representative - Supervisor Forsythe; Alternate - Supervisor Long

California State Association of Counties (CSAC):
Director - Supervisor Menetrey;
Alternates – Supervisor Smallcombe

California Wildfire & Forest Resilience Task Force
Representative – Supervisor Smallcombe

Central Sierra Broadband Utility Zone Consortium
Representative - Supervisor Smallcombe;
Alternate - Supervisor Menetrey;

Central Sierra Economic Development District Committee (CSEDD):
Representative - Supervisor Long;
Alternate - Supervisor Forsythe;
Citizen Member – Tara Schiff;
Alternate Citizen Member – Nina Avina-Rhodes

County Medical Services Program (CMSP):
Representative - Supervisor Menetrey; Alternate - Supervisor Smallcombe

Foreign Trade Zone Advisory:
Member - Supervisor Smallcombe

Golden State Connect Authority

Job Connection Mariposa Governing Board (Mother Lode Job Training):
Representative - Supervisor Long;
Alternate - Supervisor Forsythe

Joint Powers Authority of the Central Sierra Economic Development District (CSEDD):
Representative - Supervisor Long;
Alternate - Supervisor Forsythe

Mountain Counties Air Basin:
Representative - Supervisor Menetrey;
Alternate – Supervisor Forsythe

Attachment: 2022 Agencies with Board Member Representation - After D2 Vacancy and CSAC selection 10/04 (RES-2023-34 : Selection of Board

Mountain Valley Emergency Medical Services Agency and Regional Advisory Board:
Representative - Supervisor Menetrey;
Elected Alternate - Supervisor Smallcombe;
Alternate/Chairman of EMCC

National Association of Counties (NACO):
Representative - Supervisor Menetrey;
Alternates - Supervisors Smallcombe, Sweeney, Long, Forsythe

PRISM (Formerly known as CSAC Excess Insurance Authority) Liability Insurance:
Representative - County Counsel;
Alternate – Assistant County Counsel

Rural County Representatives of California (RCRC):
Representative - Supervisor Menetrey; First Alternate - Supervisor Forsythe;
Note: Supervisors Menetrey and Forsythe are Representatives for Golden State Finance Authority (GSFA) and Golden State Connect Authority (GSCA)

RCRC - Environmental Services JPAs for Solid Waste:
Representative - Supervisor Menetrey;
Alternates - Public Works Director, Solid Waste Manager

Golden State Connect Authority (GSCA):
(Typically the same representatives are named for the RCRC)
Representative - Supervisor Menetrey; First Alternate - Supervisor Forsythe;

Golden State Finance Authority (GSFA):
(Typically the same representatives are named for the RCRC)
Representative - Supervisor Menetrey; First Alternate - Supervisor Forsythe;
***Per Maggie Chui/RCRC, cannot name remaining board members as alternates any longer.*

San Joaquin Valley Regional Association of California Counties:
Representative – Supervisor Smallcombe (typically the Board Chair)

Sierra Nevada Conservancy:
Representative to the Sub-region for Mariposa - Supervisor Smallcombe;
Alternate - Supervisor Forsythe

SouthWest InterFace Team (SWIFT)
Representative – The District II Supervisor (Vacant)
Representative while District II remains vacant is Supervisor Smallcombe.

Yosemite Area Regional Transportation System (YARTS) JPA:
Representative - Supervisor Smallcombe;
Second Board Representative - Supervisor Menetrey;
Alternates: Supervisors Sweeney, Long, and Forsythe

Yosemite/Mariposa County Tourism Bureau:
(Representation cycle every two years.)
Representative - Supervisor Smallcombe; (Appointed 1-5-2021)
Second Board Representative - Supervisor Forsythe
Alternates – Remaining Board members

Attachment: 2022 Agencies with Board Member Representation - After D2 Vacancy and CSAC selection 10/04 (RES-2023-34 : Selection of Board

Yosemite/Sequoia Resource Conservation and Development Council:
Representative - Supervisor Smallcombe;
Alternate - Supervisors Sweeney, Long, Forsythe, and Menetrey

Attachment: 2022 Agencies with Board Member Representation - After D2 Vacancy and CSAC selection 10/04 (RES-2023-34 : Selection of Board