

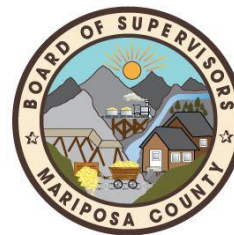


MARIPOSA COUNTY

P.O. Box 784 Mariposa, CA 95338 (209) 966-3222

5100 Bullion Street

<http://www.mariposacounty.org/>



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

DISTRICT III
DISTRICT I
DISTRICT II
DISTRICT IV
DISTRICT V

ACTION SUMMARY MINUTES

January 5, 2021

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

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

B. Pledge of Allegiance

Vice-Chair Long led the Pledge.

C. Introductions

None.

D. Swearing in of New Officials

9:01 AM Judge Michael Fagalde administered the Oath of Office to Supervisors Sweeney, Forsythe, and Menetrey.

E. Selection of Chair and Vice-Chair

1. Clerk of the Board of Supervisors RES-2021-1

Selection of the Board of Supervisors Chair for 2021

René LaRoche/Clerk of the Board gave the staff report. No public input. Board discussion ensued regarding the tradition of rotating through members. Supervisors Menetrey and Smallcombe expressed their discomfort with following that tradition this year.

ACTION: Marshall Long was selected as the 2021 Board Chair.

RESULT: **ADOPTED [3 TO 2]**
MOVER: Wayne Forsythe, District IV Supervisor
SECONDER: Tom Sweeney, District II Supervisors
AYES: Tom Sweeney, Wayne Forsythe, Marshall Long
NAYS: Rosemarie Smallcombe, Miles Menetrey

2. Clerk of the Board of Supervisors RES-2021-2
Selection of the Board of Supervisors Vice-Chair for 2021

René LaRoche gave the staff report. No public input. In response to the motion and second to select Supervisor Smallcombe, Supervisor Long requested assurance that agenda review meetings would proceed in his absence. Supervisor Smallcombe affirmed, and explained that she stopped calling agenda review meetings when she was the Chair to free staff time.

ACTION: *Rosemarie Smallcombe was selected as the 2021 Board Vice-Chair.*

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

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

No public comment. Clarification was provided by Shannon Gadd/Health and Human Services Agency (HHSA) Director and Joe Lynch/Deputy Director regarding CA4 that this is an ongoing effort, and that the American Indian Council will not get the extra cash if they spend less for a vehicle than the allotted amount. Supervisor Smallcombe extended thanks to the volunteer in CA 9. Supervisor Forsythe extended thanks to the volunteers in CA9 and CA12.

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

CA1. Health and Human Services RES-2021-3

Resolution Continuing a Shelter Crisis Local Emergency in Mariposa County

CA2. Health and Human Services RES-2021-4

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

CA3. Sheriff's Office RES-2021-5

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

CA4. HHS/Behavioral Health & Recovery Services RES-2021-6

Approve an Agreement with the American Indian Council of Mariposa to Provide Mental Health Services in the Amount Not to Exceed \$130,042.30; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA5. HHS/Behavioral Health & Recovery Services RES-2021-7

Approve First Amendment to Agreement with JDT Consultants, Inc., Increasing the Agreement Amount by \$50,000 to a New Amount Not to Exceed \$100,000; and Authorize the Board of Supervisors Chair to Sign the Amendment

CA6. HHS/Behavioral Health & Recovery Services RES-2021-8

Approve First Amendment to Agreement with Sierra Quest Boys Academy Increasing the Amount by \$200,000 to a New Amount Not to Exceed \$300,000; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA7. Health and Human Services RES-2021-9

Approve the First Amendment to Vendor Agreement with the Amador Tuolumne Community Action Agency (ATCAA) to Extend the Term of the Agreement to October 31, 2021; and Authorize the Board of Supervisors Chair to Sign the Amendment

CA8. HHS/Community Services 2021-1

Approve the Reappointment of Brenda Sweeney to the Mariposa County Commission on Aging Representing District II for a Term Coinciding with the Term of District II Supervisor Expiring January 6, 2025

CA9. HHS/Community Services 2021-2

Approve the Reappointment of Linda Pribyl to the Mariposa County Commission on Aging Representing District IV for a Term Coinciding with the Term of District IV Supervisor Expiring January 6, 2025

CA10. Human Resources RES-2021-10

Approve Amendments to the Legal Executive Assistant and Legal Executive Assistant-Confidential Job Descriptions

CA11. Considered Separately

CA12. Planning 2021-11

Appoint Deni Smith as Planning Commissioner Representing District IV for a Term Coinciding with the Term of District IV Supervisor Expiring January 6, 2025 (Wayne Forsythe)

G. Item Considered Separately**CA11. Planning (ID # 11288)**

Appoint Merlin Jones as Planning Commissioner Representing District II for a Term Coinciding with the Term of District II Supervisor Expiring January 6, 2025 (Thomas Sweeney)

Tom Sweeney/District II Supervisor acknowledged and discussed the public

comment that has been received. He advised that he spoke to a lot of people but did not generate much interest; reported that this was noticed by the Planning Department; noted that County Code Chapter 2.52.030 ordains the district supervisor nominates his/her Planning Commissioner; advised that no other applications were received prior to the preparation of the Board item; and noted that he was recently advised that another individual was interested in serving but is hesitant to appoint someone with philosophical differences. No public comment. Supervisor Forsythe inquired if it is legal for a former supervisor to serve on the Planning Commission. Steven W. Dahlem/County Counsel advised that there is no legal prohibition; and that this member would be subject to the same conflict of interest regulations as any other member. Supervisor Forsythe also inquired if appointment of a supervisor's nominee was automatic. County Counsel noted that it is not. Supervisor Forsythe discussed the time and energy that Merlin Jones has given to the community and youth groups but noted that he feels it is time for change of new leadership; and discussed his preferred leadership demographic.

Supervisor Sweeney made the motion to appoint Merlin Jones. The motion failed for a lack of a second.

RESULT: DIED FOR A LACK OF A SECOND

H. Board Recognitions

1. Board of Supervisors 2021-4

Proclaim the Month of January 2021 as "Human Trafficking Awareness Month" (Kaitlyn Wardle of Mountain Crisis Services and the CSEC Protocol Team)

Kaitlyn Wardle/Mountain Crisis Services gave the staff report. No public comment. Board members extended thanks for the proclamation and discussed the horror of the situation.

Chair Long presented the proclamation to Ms. Wardle and CJ Cameron.

RESULT: ADOPTED [UNANIMOUS]

MOVER: Rosemarie Smallcombe, District I Supervisor

SECONDER: Miles Menetrey, District V Supervisor

AYES: Sweeney, Forsythe, Smallcombe, Long, Menetrey

I. Departmental Presentation

Kristina Allen/Health and Human Services Agency Deputy Director of Public Health advised that they have established a testing travel team and that testing sites will be in Yosemite and Coulterville. She also noted that the sites will be operated by LHI with walk-ins accepted but appointments encouraged, as they only have so many tests each day. Dr. Allen also reported that vaccinations are progressing rapidly and that we have moved into 1B, which is emergency responders, with educators to be vaccinated after that. She also noted that a shipment of Moderna vaccines have been received, with the first round being from Pfizer; and advised that they will be picking up the second doses today or tomorrow and will give those vaccinations by the end of the week. Dr. Allen also noted that the County has hit its surge with Thursday seeing the highest number of 18 cases, 10 on Saturday, and 11 yesterday and that this will

likely move us into the Purple Tier when the Stay at Home Order is lifted. In response to Supervisor Long's inquiry, Dr. Allen confirmed that we are currently in the Red Tier. Supervisor Sweeny and Dr. Allen discussed the ways that the travel testing will be advertised. Supervisor Forsythe and Dr. Allen discussed the planning for vaccination sites; how the version of vaccine is tracked for each patient; and the messaging regarding priority groups and the need to register online for a vaccination. In response to Supervisor Long's inquiry, Dr. Allen confirmed that our flu numbers are lower and attributed it to people wearing masks and taking other precautions. Supervisor Smallcombe and Dr. Allen discussed our testing numbers and how having the traveling team will increase the overall number of available tests.

Dallin Kimble/County Administrative Officer (CAO) reported that the recruitment for the Assistant CAO position closed yesterday. Mr. Kimble also advised that he is working on the County's Legislative Platform again and noted that anyone with possible inclusions should contact him. He also discussed the implementation of the Enterprise Resource Planning (ERP) system, noting that we are in the testing and training phase; and advised that the California Relief Grant deadline has been extended to January 13, 2021 due to the GoBiz web server crashing. In response to Supervisor Long's question, Mr. Kimble noted that people can get information about the grant on the County's website, on the GoBiz website, or by contacting Tara Schiff. He also discussed the Board's preference with regard to its meetings. The Board concurred with keeping the meetings open to the public.

Steve Ward/County Fire - CAL Fire Chief advised that CAL FIRE went to baseline staffing, and noted that the County has moved into the Amador plan for Mariposa, Coulterville, and Usona stations which continue to be staffed under that plan with the minimum two people. Chief Ward also noted a new fire academy has started.

Jeremy Briesse/Sheriff - Coroner - Public Administrator discussed the litter and vandalism sometimes left by tourists who come up to enjoy the snow and noted his commitment to having a deputy sheriff in the Fish Camp/Yosemite West areas. Sheriff Briesse also advised that he will be having a secondary deputy patrolling North County on Thursdays, Fridays, and Saturdays, and that the decision is based on deputy safety. Supervisor Sweeney extended thanks for the additional North County deputy. Supervisor Sweeney and Sheriff Briesse discussed the litter problem and which agencies enforce litter laws. Supervisor Long noted his appreciation for Sheriff Briesse working a night shift in North County. Supervisor Smallcombe extended thanks for the time the Sheriff spent to educate her regarding what happens during snow days in Yosemite West.

Pete Judy/Chief Probation Officer extended thanks to the Health Department for the vaccination he received yesterday. He also extended compliments to Mike Healy and Public Works for the remodel that they did of the Health Department office.

In response to an inquiry from Supervisor Menetrey, Mike Healy/Public Works Director noted that signage for the Fish Camp parking ordinance is waiting an on encroachment permit from Caltrans.

Supervisor Menetrey advised of a flyer he saw in Midpines that stated that the library could not reopen without donations; noted his confusion since the Board approved a budget of \$598,000 for the library; advised that the library liaisons have not shared anything with the Board; and requested that the Librarian come and advise the Board.

J. Public Comment on Non-Agenda Items

Tracy Gauthier/Deputy Clerk of the Board II and Danielle Bondshu/Deputy

Clerk of the Board II recognized René LaRoche/Clerk of the Board for earning her Master degree and requesting her presence at the podium.

10:30 AM Tracy Gauthier substituted in as clerk.

Ms. Wardle and the Board members presented Ms. LaRoche with flowers.

10:28 AM Chair Long recessed the meeting for a brief break and reconvened at 10:39 AM with Ms. LaRoche as clerk.

René LaRoche gave thanks to all, especially her staff, for their support during her educational program.

Mike Healy extended congratulations to Ms. LaRoche.

Recessed Board of Supervisors

10:41 AM Chair Long recessed the Board meeting, followed by the Clerk of the Board reading the Government Code announcement.

K. LOCAL TRANSPORTATION COMMISSION

10:42 AM Chair Long convened the Local Transportation Commission (LTC) meeting with all commissioners present.

Public Comment Period

None.

LTC Regular Agenda

1. Clerk of the Board of Supervisors LTC-2021-1

Selection of 2021 Local Transportation Commission Chair

Board discussion. No public comment.

ACTION: *Marshall Long was selected as the 2021 Local Transportation Commission Chair.*

RESULT: **ADOPTED [UNANIMOUS]**

MOVER: Miles Menetrey, District V Supervisor

SECONDER: Wayne Forsythe, District IV Supervisor

AYES: Sweeney, Forsythe, Smallcombe, Long, Menetrey

2. Clerk of the Board of Supervisors LTC-2021-2

Selection of 2021 Local Transportation Commission Vice-Chair

René LaRoche gave the staff report. No public input.

ACTION: *Wayne Forsythe was selected as the 2021 Local Transportation Commission Vice-Chair.*

RESULT: ADOPTED [UNANIMOUS]

MOVER: Miles Menetrey, District V Supervisor

SECONDER: Rosemarie Smallcombe, District I Supervisor

AYES: Sweeney, Forsythe, Smallcombe, Long, Menetrey

3. Public Works LTC-2021-3

Authorize the Executive Director to Submit a Request for Highway Infrastructure Program (HIP) Funding in the Amount of \$133,415 for the Major Collectors Striping Project

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

RESULT: ADOPTED [UNANIMOUS]

MOVER: Rosemarie Smallcombe, District I Supervisor

SECONDER: Tom Sweeney, District II Supervisors

AYES: Sweeney, Forsythe, Smallcombe, Long, Menetrey

Adjourn LTC

10:51 AM Chair Long adjourned the LTC meeting.

Reconvene as Board of Supervisors

10:51 AM Chair Long reconvened the Board of Supervisors meeting.

L. Regular Agenda Items

1. Public Works 2021-ORD-1159

Waive the Second Reading and Adopt "An Ordinance Amending Section 10.08.020 of the Mariposa County Code Titled 'Stopping, Parking, or Standing Prohibited Where' by Adding Seasonal Provisions for Forest Drive Railroad Avenue, Laurel Way, Fish Camp Lane, and Silvertip Lane as Subsections T through X"

René LaRoche explained a new law that went into effect on January 1, 2021, which provides that the ordinance title no longer needs to be read into the record when it is contained in the agenda item, when the ordinance is part of the agenda packet, and when a copy is available at the meeting.

Mike Healy/Public Works Director gave the staff report. No public comment.

RESULT: ADOPTED [UNANIMOUS]

MOVER: Miles Menetrey, District V Supervisor

SECONDER: Rosemarie Smallcombe, District I Supervisor

AYES: Sweeney, Forsythe, Smallcombe, Long, Menetrey

2. Administration RES-2021-12**Open Sealed Bids for the Darrah Schoolhouse Lease; Award the Successful Bid; and Authorize the Board of Supervisors Chair to Sign a Lease with the Terms Specified (Subject to Approval as to Legal Form by County Counsel)**

Chair Long gave an overview of the bid process. Dallin Kimble noted that the lease term needs to be updated to start today and run through June 30, 2024, with the remaining terms being the same. The Clerk of the Board opened one bid and presented it to the Chair. The Chair read the bid. At the Chair's request, the CAO confirmed that the bid conformed to the terms and conditions of the Board resolution. The Chair noted that the bid is for the period January 11, 2020 through June 30, 2024. The CAO noted that the agreement will be amended based on the proposal. The Chair noted that it should state January 11, 2021, and the CAO affirmed. The Chair declared the bid of Lori Dixon as the high bid and inquired if a deposit was necessary. County Counsel clarified that no deposit is required. Chair Long called for verbal bids, noting that they must be at least 5% more than the previous bid. No verbal bids were made. Discussion ensued regarding who provides the signage to advise the public that the property would be for the sole use of the daycare during its operating hours. The CAO noted that he would work with Public Works on the matter.

RESULT: ADOPTED [UNANIMOUS]

MOVER: Miles Menetrey, District V Supervisor

SECONDER: Wayne Forsythe, District IV Supervisor

AYES: Sweeney, Forsythe, Smallcombe, Long, Menetrey

3. Administration RES-2021-13**Approve a Sub-Recipient Agreement with Self-Help Enterprises for 2019 HOME Funds for Mortgage Assistance and Owner Occupied Housing Rehabilitation; and Authorize the Board of Supervisors Chair to Sign the Agreement**

Dallin Kimble introduced Ben Goger/Housing Development Specialist who gave the staff report. No public input. Board discussion ensued.

RESULT: ADOPTED [UNANIMOUS]

MOVER: Rosemarie Smallcombe, District I Supervisor

SECONDER: Wayne Forsythe, District IV Supervisor

AYES: Sweeney, Forsythe, Smallcombe, Long, Menetrey

4. Clerk of the Board of Supervisors RES-2021-14**Set the Board's 2021 Meeting Schedule**

René LaRoche gave the staff report noting that there is no January Strategic Meeting, and she inquired as to what the Board wanted to do with the December 21st meeting. No public comment. Board discussion ensued.

ACTION: Adopt the schedule as presented with the special meeting for the Strategic Planning in January removed, and with the December 21, 2021 meeting cancelled.

RESULT: ADOPTED [UNANIMOUS]

MOVER: Rosemarie Smallcombe, District I Supervisor

SECONDER: Tom Sweeney, District II Supervisors

AYES: Sweeney, Forsythe, Smallcombe, Long, Menetrey

5. Clerk of the Board of Supervisors (ID # 11049)

Review and Select Board Members to Serve as 2021 Policy Area Liaisons

René LaRoche gave the staff report. No public comment. Board discussion ensued.

DIRECTION:

- *Substitute Supervisor Sweeney for Jones as the Developmental Services liaison.*
- *Substitute Supervisor Forsythe for Jones as the Fire liaison.*
- *Substitute Supervisor Sweeney for Jones as the Fiscal & Educational Services liaison; strike Insurance from the Policy Areas column; and strike Data Processing/Technical Services and Risk Management from the Departments column.*
- *Substitute Supervisor Smallcombe for Jones as the General Government liaison; strike Fire Services from the Policy Areas column; add Risk Manager after County Counsel in the Departments column; and strike Human Resources from the Departments column.*
- *Update Human Services to Health & Human Services Agency under departments, strike the divisions beneath it; change Mental Health to Behavioral Health; and substitute Supervisor Forsythe for Cann as the Health and Human Services liaison.*
- *Move Solid Waste to the Infrastructure area; and Substitute Supervisor Forsythe for Jones as the Infrastructure liaison.*
- *Substitute Forsythe for Cann as Justice System Services liaison.*
- *Substitute Supervisors Sweeney and Long for Supervisors Smallcombe and Cann as the Water liaisons.*

RESULT: DIRECTION GIVEN

6. Clerk of the Board of Supervisors (ID # 11050)

Appoint Board Members as Contact Area Liaisons for 2021

René LaRoche gave the staff report. No public comment. Board discussion ensued.

DIRECTION:

Changes to the Board Member Contact Areas were as follows:

- *Remove Supervisor Cann as a Ferguson Project contact; and substitute the Public Works Director for the CAO as the lead contact person.*
- *Substitute Supervisor Forsythe for Kevin Cann as a contact for the John C. Fremont Healthcare District.*

- ***Substitute Supervisor Sweeney for Jones as a contact for the State Mineral Museum.***

RESULT: DIRECTION GIVEN

7. Clerk of the Board of Supervisors RES-2021-15

Selection of Board Members as 2021 Agency Representatives

René LaRoche gave the staff report. No public comment. Board discussion ensued.

ACTIONS:

Changes to the Agency Representative list were as follows:

- ***Add California Forest Management Task Force to the list with Supervisor Smallcombe as the representative. (Gubernatorial appointment.)***
- ***Add Regional Coalition to Address Fire Preparedness, Forest Health and Community Resilience to the list with Supervisors Smallcombe and Long as the representatives.***
- ***Substitute Supervisor Smallcombe for Jones as a representative to the Calaveras-Mariposa Community Action Agency, with Supervisors Sweeney and Forsythe appointed as alternates.***
- ***Substitute Supervisor Sweeney in as the Representative to the Central Sierra Connect (CSC) Policy and Technical Committees, with Supervisor Smallcombe as the Alternate.***
- ***Substitute Supervisor Forsythe in as the Alternate to the Central Sierra Economic Development District Committee (CSEDD).***
- ***Substitute Supervisor Forsythe in as the Alternate for the Job Connection Mariposa Governing Board (Mother Lode Job Training).***
- ***Substitute Supervisor Forsythe in as the Alternate to the Joint Powers Authority of the Central Sierra Economic Development District (CSEDD).***
- ***Substitute Supervisor Menetrey in as Representative for the Mountain Counties Air Basin, with Supervisor Long as the Alternate.***
- ***Substitute Supervisor Menetrey in as the Representative for the National Association of Counties (NACo), with the remainder of the Board as Alternates.***
- ***Substitute Supervisor Menetrey in as the Representative for the RCRC - Environmental Services JPA's for Solid Waste.***
- ***Substitute Supervisor Menetrey in as the Representative for the Golden State Finance Authority (GSFA), with Supervisor Long as the First Alternate.***
- ***Substitute Supervisor Long in as the Representative for the San Joaquin Valley Regional Association of California Counties.***
- ***Substitute Supervisor Forsythe in as the Alternate for Sierra Nevada Conservancy.***
- ***Substitute Supervisors Sweeney and Forsythe in for Supervisors Jones and Cann as Alternates to the Yosemite Area Regional Transportation System (YARTS) JPA.***
- ***Substitute Supervisor Smallcombe in as the Representative to the Yosemite/Mariposa County Tourism Bureau, with Supervisor Forsythe named as the Second Board Representative.***

- ***Substitute Supervisors Sweeney and Forsythe in for Supervisors Jones and Cann as Alternates to the Yosemite/Sequoia Resource Conservation and Development Council.***

RESULT: **ADOPTED [UNANIMOUS]**

MOVER: Wayne Forsythe, District IV Supervisor

SECONDER: Tom Sweeney, District II Supervisors

AYES: Sweeney, Forsythe, Smallcombe, Long, Menetrey

8. Clerk of the Board of Supervisors RES-2021-16

Review and Select Board Member Representation on County Committees

No public comment. René LaRoche gave the staff report, and recommended that the AB939 Taskforce appointments align with the Infrastructure Policy area liaisons. Board discussion ensued.

ACTION:

- ***Rosemarie Smallcombe was reappointed to First Five of Mariposa County for a term from January 5, 2021 to January 5, 2024.***
- ***Marshall Long was appointed to the Local Agency Formation Commission (LAFCo) in place of Merlin Jones, for the remainder of Supervisor Jones' term expiring on March 14, 2021, and for a successive term extending from March 14, 2021 to March 13, 2025; Supervisor Sweeney was substituted in for Supervisor Long as the LAFCo Alternate, with an expiration date of January 2, 2023.***
- ***Supervisors Sweeney and Forsythe were appointed to the Mariposa County Solid Waste AB939 Task Force, for continuous terms.***
- ***Supervisors Long and Smallcombe were appointed to the Mariposa County Safety Committee for terms running from January 8, 2021 to January 8, 2022.***

RESULT: **ADOPTED [UNANIMOUS]**

MOVER: Miles Menetrey, District V Supervisor

SECONDER: Rosemarie Smallcombe, District I Supervisor

AYES: Sweeney, Forsythe, Smallcombe, Long, Menetrey

M. Items removed from Consent Agenda

None.

N. Board Information

The Board opted to skip Board Information today. However, Supervisor Smallcombe extended welcome to the new Board members.

Mike Healy also advised that the in-depth update on the Ferguson Project which the Board requested at a previous meeting has been scheduled for February 23, 2021 at 2:00 PM.

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O. Adjournment

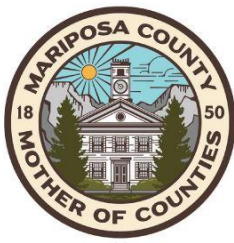
12:33 PM Chair Long adjourned the meeting in memory of Jimmy "Jim" Verdugo, Gilbert Perry Erickson, Diane Marie Kinsch, and Charles Andrew Carisio.

Respectfully submitted,

René LaRoche
Clerk of the Board

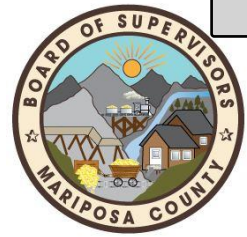
Tracy Gauthier
Deputy Clerk of the Board II

Marshall Long
Chair, Board of Supervisors



MARIPOSA COUNTY

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



E.1

RESOLUTION - ACTION REQUESTED 2021-1

MEETING: January 5, 2021

TO: The Board of Supervisors

FROM: Rene LaRoche, Clerk of the Board

RE: Selection of the Board Chair for 2021

RECOMMENDATION AND JUSTIFICATION:

Select a member to serve as Chair of the Board of Supervisors for the 2021 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. Kevin Cann was Chair in 2020, Miles Menetrey was Chair in 2019, Rosemarie Smallcombe was Chair in 2018, and Marshall Long was Chair in 2017.

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.

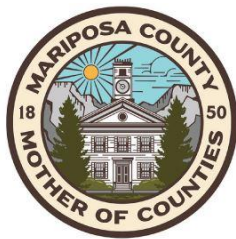
RESULT: ADOPTED [3 TO 2]

MOVER: Wayne Forsythe, District IV Supervisor

SECONDER: Tom Sweeney, District II Supervisor

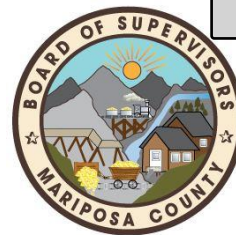
AYES: Tom Sweeney, Wayne Forsythe, Marshall Long

NAYS: Rosemarie Smallcombe, Miles Menetrey



MARIPOSA COUNTY

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



RESOLUTION - ACTION REQUESTED 2021-2

MEETING: January 5, 2021

TO: The Board of Supervisors

FROM: Rene LaRoche, Clerk of the Board

RE: Selection of the Board Vice-Chair for 2021

RECOMMENDATION AND JUSTIFICATION:

Select a member to serve as Vice-Chair of the Board of Supervisors for the 2021 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. Marshall Long was Vice-Chair in 2020, Kevin Cann was Vice-Chair in 2019, Miles Menetrey was Vice-Chair in 2018, and Rosemarie Smallcombe was Vice-Chair in 2017.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

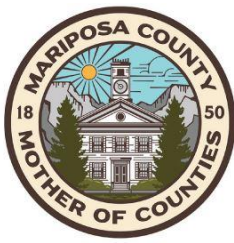
If the Board does not select a Vice-Chair for the year, a temporary one will need to be selected each time one is needed. Additionally, there will be no one to fill in for the Board Chair when needed.

RESULT: ADOPTED [UNANIMOUS]

MOVER: Miles Menetrey, District V Supervisor

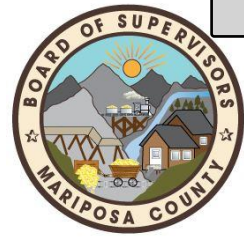
SECONDER: Wayne Forsythe, District IV Supervisor

AYES: Sweeney, Forsythe, Smallcombe, Long, Menetrey



MARIPOSA COUNTY

Health and Human Services • (209) 966-2000



F.1

RESOLUTION - ACTION REQUESTED 2021-3

MEETING: January 5, 2021

TO: The Board of Supervisors

FROM: Shannon Gadd, Health and Human Services Agency Director

RE: Continue a Shelter Crisis Local Emergency in Mariposa County

RECOMMENDATION AND JUSTIFICATION:

Resolution Continuing a Shelter Crisis Local Emergency in Mariposa County.

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

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

BACKGROUND AND HISTORY OF BOARD ACTIONS:

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

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

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

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

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

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

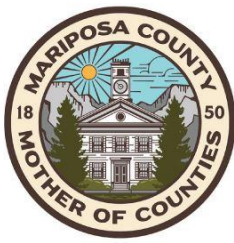
Do not continue the local emergency and the County may not be eligible for possible State or Federal assistance, or proceed with temporary homeless shelter solutions.

RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]

MOVER: Wayne Forsythe, District IV Supervisor

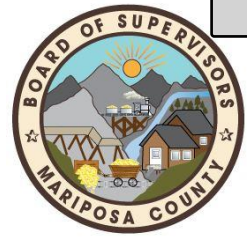
SECONDER: Miles Menetrey, District V Supervisor

AYES: Sweeney, Forsythe, Smallcombe, Long, Menetrey



MARIPOSA COUNTY

Health and Human Services • (209) 966-2000



F.2

RESOLUTION - ACTION REQUESTED 2021-4

MEETING: January 5, 2021

TO: The Board of Supervisors

FROM: Shannon Gadd, Health and Human Services Agency Director

RE: Continue the COVID-19 Public Health Local Emergency

RECOMMENDATION AND JUSTIFICATION:

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

BACKGROUND AND HISTORY OF BOARD ACTIONS:

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

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

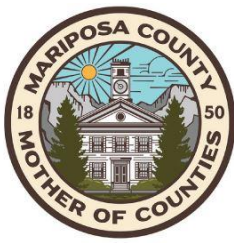
Do not continue the local emergency and the County will not be eligible for possible State or Federal disaster assistance.

RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]

MOVER: Wayne Forsythe, District IV Supervisor

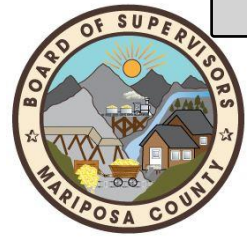
SECONDER: Miles Menetrey, District V Supervisor

AYES: Sweeney, Forsythe, Smallcombe, Long, Menetrey



MARIPOSA COUNTY

Sheriff's Office • (209) 966-3615



F.3

RESOLUTION - ACTION REQUESTED 2021-5

MEETING: January 5, 2021

TO: The Board of Supervisors

FROM: Doug Binnewies, Sheriff-Coroner-Public Administrator

RE: Continue the Local Emergency Due to COVID-19

RECOMMENDATION AND JUSTIFICATION:

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

BACKGROUND AND HISTORY OF BOARD ACTIONS:

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

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

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

FINANCIAL IMPACT:

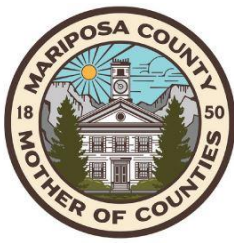
.

RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]

MOVER: Wayne Forsythe, District IV Supervisor

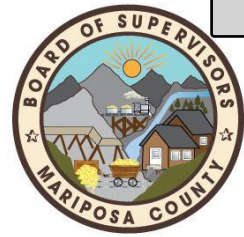
SECONDER: Miles Menetrey, District V Supervisor

AYES: Sweeney, Forsythe, Smallcombe, Long, Menetrey



MARIPOSA COUNTY

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



F.4

RESOLUTION - ACTION REQUESTED 2021-6

MEETING: January 5, 2021

TO: The Board of Supervisors

FROM: Shannon Gadd, Health and Human Services Agency Director

RE: Agreement with American Indian Council

RECOMMENDATION AND JUSTIFICATION:

Approve an Agreement with the American Indian Council of Mariposa to provide mental health services in the amount not to exceed \$130,042.30; and authorize the Board of Supervisors Chair to sign the Agreement.

The Department wishes to renew the sub-contract with the American Indian Council of Mariposa to provide mental health services for local American Indians via the Mi Wu Mati Healing Center. The contract will provide \$40,000 for the purchase of a vehicle, funding for a part-time mental health clinician and a receptionist to serve clients in Fiscal Year 2020-2021.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The previous contract was approved by the Board on April 1, 2019, Resolution No. 2019-197.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

If this contract is not approved, the unique and reliable services of this facility would not be available to assist our local American Indians with mental health services.

FINANCIAL IMPACT:

The continuation of the Mental Health Block Grant to operate the Mi Wu Mati Healing Center was anticipated in the fiscal year 2020-2021 budget. This agreement is not to exceed \$130,042.30. This cost of this agreement with American Indian Council of Mariposa will be reimbursed with grant funds, and there will be no impact on the County General Fund.

ATTACHMENTS:

AIC Agreement 2021 (PDF)

RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]

MOVER: Wayne Forsythe, District IV Supervisor

SECONDER: Miles Menetrey, District V Supervisor

AYES: Sweeney, Forsythe, Smallcombe, Long, Menetrey

AGREEMENT FOR COUNSELING SERVICES

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

WITNESSETH:

1. TERM

The term of this Agreement shall commence on July 1, 2020 and terminate on June 30, 2021 unless extended as provided by this Agreement.

2. SERVICES

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

3. COMPENSATION

Contractor shall be compensated for services performed in an amount not to exceed \$130,042.30. The Contractor's rates are listed in Exhibit B, "Cost Proposal." The County shall pay Contractor within thirty (30) days of receipt of an approved invoice.

4. INSURANCE

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

A. MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

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

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

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

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

B. OTHER INSURANCE PROVISIONS

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

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

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

(3) Notice of Cancellation: Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the County.

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

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

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

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

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

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

5. HOLD HARMLESS/INDEMNIFICATION

Contractor shall hold harmless, defend and indemnify County and its officers, employees, agents, and volunteers, from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with Contractor's performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of County.

6. INDEPENDENT CONTRACTOR

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

7. PUBLIC EMPLOYEES RETIREMENT SYSTEM (CALPERS)

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

8. STATE AND FEDERAL TAXES

As Contractor is not County's employee, Contractor is responsible for paying all required state and federal taxes. In particular:

- a. County will not withhold FICA (Social Security) from Contractor's payments;
- b. County will not make state or federal unemployment insurance contributions on behalf of Contractor;
- c. County will not withhold state or federal income tax from payment to Contractor;
- d. County will not make disability insurance contributions on behalf of Contractor;
- e. County will not obtain workers' compensation insurance on behalf of Contractor.

9. ASSIGNMENT

It is understood and agreed that this Agreement contemplates personal performance by the Contractor and is based upon a determination of its unique personal competence and experience and upon its specialized personal knowledge. Assignments of any or all rights, duties or obligations of the Contractor under this Agreement will be permitted only with the express written consent of the County.

10. NOTICE

Any and all notices, reports or other communications to be given to County or Contractor shall be given to the persons representing the respective parties at the following addresses:

CONTRACTOR:

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

COUNTY:

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

11. COMPLIANCE

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

12. PUBLIC RECORDS ACT

Contractor is aware that this Agreement and any documents provided to the County may be subject to the California Public Records Act and may be disclosed to members of the public upon request. It is the responsibility of the Contractor to clearly identify information in those

documents that it considers to be confidential under the California Public Records Act. To the extent that the County agrees with that designation, such information will be held in confidence whenever possible. All other information will be considered public.

13. ENTIRE AGREEMENT AND MODIFICATION

This Agreement contains the entire agreement of the parties relating to the subject matter of this Agreement and supersedes all prior agreements and representations with respect to the subject matter hereof. This Agreement may only be modified by a written amendment hereto, executed by both parties; however, matters concerning the scope of services which do not affect the agreed price may be modified by mutual written consent of the Contractor and County of Mariposa Health and Human Services Agency. If there are exhibits attached hereto, and a conflict exists between the terms of this Agreement and any exhibit, the terms of this Agreement shall control.

14. ENFORCEABILITY AND SEVERABILITY

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

15. TERMINATION AND RIGHTS UPON TERMINATION

A. This Agreement may be terminated upon mutual written consent of the parties, or as a remedy available at law or in equity. In the event of the termination of this Agreement, Contractor shall immediately be paid all fees earned as of the effective date of termination.

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

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

16. NO WAIVER

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

17. DISPUTES

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

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

18. CAPTIONS

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

19. NUMBER AND GENDER

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

20. MANDATORY AND PERMISSIVE

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

21. SUCCESSORS AND ASSIGNS

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

22. COUNTERPARTS

This Agreement may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

23. OTHER DOCUMENTS

The parties agree that they shall cooperate in good faith to accomplish the object of this Agreement and, to that end, agree to execute and deliver such other and further instruments and documents as may be necessary and convenient to the fulfillment of these purposes.

24. CONTROLLING LAW

The validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of California.

25. AUTHORITY

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

26. NEGOTIATED AGREEMENT

This Agreement has been arrived at through negotiation between the parties. Neither party is to be deemed the party which prepared this Agreement within the meaning of California Civil Code section 1654. Each party represents and warrants that in executing this Agreement it does so with full knowledge of the rights and duties it may have with respect to the other party. Each party also warrants and represents that it has received independent legal advice from its attorney with respect to the matters set forth in this Agreement and the rights and duties arising out of this Agreement, or that such party willingly foregoes any such consultation.

27. NO RELIANCE ON REPRESENTATIONS

Each party warrants and represents that it is not relying and has not relied upon any representation or statement made by the other party with respect to the facts involved or its rights or duties. Each party understands and agrees that the facts relevant, or believed to be relevant to this Agreement, have been independently verified. Each party further understands that it is responsible for verifying the representations of law or fact provided by the other party.

28. WARRANTY

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

29. FUNDING AVAILABILITY

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

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

such reduction or modification of the County budget, or offer an Agreement amendment to Contractor to reflect the reduced amount.

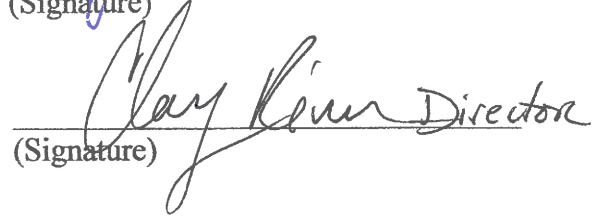
IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

COUNTY OF MARIPOSA

CONTRACTOR

_____, Chair
Board of Supervisors


(Signature)


(Signature)

ATTEST:

APPROVED AS TO FORM:

Rene LaRoche
Clerk of the Board

Steven W. Dahlem
County Counsel

Attachment: AIC Agreement 2021 (RES-2021-6 : Agreement with American Indian Council)

Exhibit A SCOPE OF WORK

I. INTRODUCTION/BACKGROUND

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

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

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

II. TECHNICAL REQUIREMENTS

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

- Function as an outpatient mental health counseling service to children and adults with serious emotional problems from the Native American community.
- Provide outreach to 6-12 graders for afterschool pro social, prevention, harm reduction activities.
- Retain a licensed mental health counselor to Provide individual, family, group and crisis counseling services during regular business hours
- Offer planned community outreach, specifically American Indian cultural based psycho-educational group services for children and adults
 - Hire and train an activities coordinator
 - Purchase a vehicle (\$40,000) to assist in client access to activities, assist elderly to get to services, do services in the community. Increase access to Whhoga (traditional tribal village) for healing culturally significant activities and ceremonies.

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

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

III. EXPECTED OUTCOMES

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

Estimated Community Intervention/Education hours: 1,000

Projected Number of Clients to be Served Annually:

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

IV. DELIVERABLES/SCHEDULE

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

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

V. APPLICABLE DOCUMENTS

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

VI. MONITORING THE PROGRESS

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

1. Formal meetings between Mi Wu Mati and County representatives will be held Monthly to monitor progress, discuss information in interim reports, and ensure compliance.
2. Prior to payment, County will review invoices and monthly reports for compliance with statement of work.

VII. HIPAA COMPLIANCE

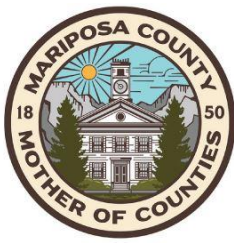
American Indian Council agrees to the extent required by 42 U.S.C. 1171 et seq., Health Insurance Portability and Accountability Act of 1996 (HIPAA), to comply with applicable requirements of law and subsequent amendments relating to protected health information, as well as any task or activity American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

Exhibit B
COST PROPOSAL

Amount to be paid to Contractor - **\$130,042.30**

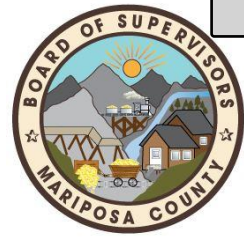
The contractor may choose to purchase a vehicle to assist in providing services. The contractor will be allowed \$40,000 maximum reimbursement for the vehicle. The contractor must submit a separate invoice for approval that includes backup supporting the purchase price of the vehicle. Upon approval, the County will reimburse contractor up to \$40,000 for the vehicle purchase.

The contractor will be paid \$90,042.30 in 12 monthly payments of **\$7,503.52**.



MARIPOSA COUNTY

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



F.5

RESOLUTION - ACTION REQUESTED 2021-7

MEETING: January 5, 2021

TO: The Board of Supervisors

FROM: Shannon Gadd, Health and Human Services Agency Director

RE: First Amendment - Agreement with JDT Consultants, Inc.

RECOMMENDATION AND JUSTIFICATION:

Approve First Amendment to Agreement with JDT Consultants, Inc., increasing the agreement amount by \$50,000 to a new amount not to exceed \$100,000; and authorize the Board of Supervisors Chair to sign the amendment.

Contractor shall provide Therapeutic Behavioral Services (TBS) to Mariposa County children/youth who are eligible for Medi-Cal, meet criteria for TBS services and are referred by Mariposa County Health and Human Services Agency (HHSA). TBS is an intensive, one to one, face to face, short term outpatient treatment intervention for individuals under the age of 21 with serious emotional disturbance (SED) who are experiencing a stressful life transition or life crisis and need additional, short term, specific support services. These services shall be available to children with difficult behaviors who require one to one assistance and who may be at risk of psychiatric hospitalization or in need of preservation of placement.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The existing agreement with JDT Consultants, Inc. was approved on February 21, 2020 by County Administrative Officer.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

If this Amendment is not approved, the Agency will be negatively impacted in providing vital services to this specific target population within Mariposa County.

FINANCIAL IMPACT:

These contract expenses are budgeted in the HHSA Health Services division budgets. These services are claimed to Medi-Cal and costs are offset by revenue received. There is no impact to the County General Fund.

ATTACHMENTS:

First Amendment - JDT Consultants Agreement 2021 (PDF)

JDT Consultants Agreement 2021 Wsignatures (PDF)

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

MOVER: Wayne Forsythe, District IV Supervisor

SECONDER: Miles Menetrey, District V Supervisor

AYES: Sweeney, Forsythe, Smallcombe, Long, Menetrey

FIRST AMENDMENT TO AGREEMENT FOR THERAPEUTIC BEHAVIORAL SERVICES

THIS FIRST AMENDMENT TO AGREEMENT FOR THERAPEUTIC BEHAVIORAL SERVICES is made and entered into this ____ day of _____ 20__, by and between the County of Mariposa, a political subdivision of the State of California hereinafter referred to as “**County**,” and JDT Consultants, Inc., hereinafter referred to as “**Contractor**.”

WHEREAS, County and Contractor have heretofore entered into an Agreement dated February 21, 2020, wherein **Contractor** agreed to provide therapeutic behavioral services; and

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

NOW THEREFORE, the parties hereto in consideration of the mutual covenants herein recited, hereby agree as follows:

1. Paragraph 3, “COMPENSATION”, is hereby amended to provide that an additional \$50,000 will be added to the original amount of \$50,000, making the total compensation paid to **Contractor** the not to exceed amount of \$100,000.

2. Except as herein amended, the Agreement dated February 21, 2020 shall remain in full force and effect.

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

COUNTY OF MARIPOSA:

_____, Chair
Mariposa County Board of Supervisors

ATTEST:

RENE LAROCHE
Clerk of the Board

CONTRACTOR:

(Signature)

APPROVED AS TO FORM:

STEVEN W. DAHLEM
County Counsel

CC: Auditor 118

MEMORANDUM FOR ROUTING AGREEMENTS NOT REQUIRING BOARD APPROVAL

Please complete the following required information

To: Tracy Gauthier, Deputy Clerk of the Board II Dept.: Clerk of the Board Date: 2/14/2020
 From: Beth Rose Dept.: HS / Fiscal Contact No.: 209-742-0963
 Agreement with: JDT Consultants Inc. Term: 7/1/2020 - 6/30/2021
 (Beginning to end - Must be 1 year or less)

For: Therapeutic Behavioral Services - Children

(Provide a brief description of the service provided or product purchased, i.e. "Police service dog training", "Annual Senior Health Fair", "Telephone Crisis Support")

Is this an Amendment to an Agreement? Yes ☐ No ☒

NOTE: If yes, please attach a copy of all prior amendments as well as the initial agreement

* Provide a minimum of two (2) original agreements signed by ALL except County Counsel and/or CAO
 (One will be kept by the Clerk of the Board's office)

* Check the type of agreement being submitted below and enter the dollar amount

* Route to the Clerk of the Board's Office (Not to Admin or County Counsel)

Purchasing (County Code Chapter 3.08, Ordinance no. 1124):

- ☐ \$ _____ **DEPARTMENT HEADS (Asst. Purchasing Agent) -Section 3.08.050 – Under \$10,000:**
 Assistant Purchasing Agents-Department Heads are authorized to obtain services, supplies and equipment; (Amount limited to what is budgeted and must be a one year, or less, contract term.)
 (May not purchase or lease real property or storage space without the Purchasing Agent's approval.)
- ☒ \$ 50,000.00 **CAO (Purchasing Agent) -Section 3.08.090 – Under \$50,000:**
 (Amount limited to what is budgeted and must be a one year, or less, contract term.)

Other:

Res. 05-117 and 04-346 – Indemnification Agreements

Interdepartmental Agreements

ALL AGREEMENTS MUST BE ROUTED TO THE CLERK OF THE BOARD'S OFFICE

The agreement will be further processed / finalized and one original will be retained for our files per Government Code 25103 and 25104, the remaining originals will be returned to the submitting department.

Revised: 08-23-2019

AGREEMENT FOR THERAPEUTIC BEHAVIORAL SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this 21 day of Feb, 2020, by and between the County of Mariposa, a political subdivision of the State of California, ("County"), and JDT Consultants, Inc. ("Contractor"), pursuant to the following terms and conditions.

W I T N E S S E T H:

1. TERM

The term of this Agreement shall commence on July 1, 2020 and terminate on June 30, 2021 unless extended as provided by this Agreement.

2. SERVICES

Contractor shall perform therapeutic behavioral services as described in Exhibit A, "Scope of Work," which is attached hereto and incorporated herein by reference. Contractor shall provide all staffing and materials necessary to perform the Scope of Work.

3. COMPENSATION

Contractor shall be compensated for services performed in an amount not to exceed \$50,000. The Contractor's rates are listed in Exhibit B, "Cost Proposal." The County shall pay Contractor within thirty (30) days of receipt of an approved invoice.

4. INSURANCE

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

A. MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

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

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

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

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

B. OTHER INSURANCE PROVISIONS

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

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

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

(3) Notice of Cancellation: Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the County.

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

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

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

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

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

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

5. HOLD HARMLESS/INDEMNIFICATION

Contractor shall hold harmless, defend and indemnify County and its officers, employees, agents, and volunteers, from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with Contractor's performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of County.

6. INDEPENDENT CONTRACTOR

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

7. PUBLIC EMPLOYEES RETIREMENT SYSTEM (CALPERS)

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

8. STATE AND FEDERAL TAXES

As Contractor is not County's employee, Contractor is responsible for paying all required state and federal taxes. In particular:

- a. County will not withhold FICA (Social Security) from Contractor's payments;
- b. County will not make state or federal unemployment insurance contributions on behalf of Contractor;
- c. County will not withhold state or federal income tax from payment to Contractor;
- d. County will not make disability insurance contributions on behalf of Contractor;
- e. County will not obtain workers' compensation insurance on behalf of Contractor.

9. ASSIGNMENT

It is understood and agreed that this Agreement contemplates personal performance by the Contractor and is based upon a determination of its unique personal competence and experience and upon its specialized personal knowledge. Assignments of any or all rights, duties or obligations of the Contractor under this Agreement will be permitted only with the express written consent of the County.

10. NOTICE

Any and all notices, reports or other communications to be given to County or Contractor shall be given to the persons representing the respective parties at the following addresses:

CONTRACTOR:

JDT Consultants, Inc.
4205 West Figarden Drive
Fresno, CA 93711
Phone: (559) 221-1680
Fax: (559) 221-4336

COUNTY:

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

11. COMPLIANCE

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

12. PUBLIC RECORDS ACT

Contractor is aware that this Agreement and any documents provided to the County may be subject to the California Public Records Act and may be disclosed to members of the public upon request. It is the responsibility of the Contractor to clearly identify information in those

documents that it considers to be confidential under the California Public Records Act. To the extent that the County agrees with that designation, such information will be held in confidence whenever possible. All other information will be considered public.

13. ENTIRE AGREEMENT AND MODIFICATION

This Agreement contains the entire agreement of the parties relating to the subject matter of this Agreement and supersedes all prior agreements and representations with respect to the subject matter hereof. This Agreement may only be modified by a written amendment hereto, executed by both parties; however, matters concerning the scope of services which do not affect the agreed price may be modified by mutual written consent of the Contractor and County of Mariposa Health and Human Services Agency. If there are exhibits attached hereto, and a conflict exists between the terms of this Agreement and any exhibit, the terms of this Agreement shall control.

14. ENFORCEABILITY AND SEVERABILITY

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

15. TERMINATION AND RIGHTS UPON TERMINATION

A. This Agreement may be terminated upon mutual written consent of the parties, or as a remedy available at law or in equity. In the event of the termination of this Agreement, Contractor shall immediately be paid all fees earned as of the effective date of termination.

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

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

16. NO WAIVER

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

17. DISPUTES

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

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

18. CAPTIONS

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

19. NUMBER AND GENDER

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

20. MANDATORY AND PERMISSIVE

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

21. SUCCESSORS AND ASSIGNS

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

22. COUNTERPARTS

This Agreement may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

23. OTHER DOCUMENTS

The parties agree that they shall cooperate in good faith to accomplish the object of this Agreement and, to that end, agree to execute and deliver such other and further instruments and documents as may be necessary and convenient to the fulfillment of these purposes.

24. CONTROLLING LAW

The validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of California.

25. AUTHORITY

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

26. NEGOTIATED AGREEMENT

This Agreement has been arrived at through negotiation between the parties. Neither party is to be deemed the party which prepared this Agreement within the meaning of California Civil Code section 1654. Each party represents and warrants that in executing this Agreement it does so with full knowledge of the rights and duties it may have with respect to the other party. Each party also warrants and represents that it has received independent legal advice from its attorney with respect to the matters set forth in this Agreement and the rights and duties arising out of this Agreement, or that such party willingly foregoes any such consultation.

27. NO RELIANCE ON REPRESENTATIONS

Each party warrants and represents that it is not relying and has not relied upon any representation or statement made by the other party with respect to the facts involved or its rights or duties. Each party understands and agrees that the facts relevant, or believed to be relevant to this Agreement, have been independently verified. Each party further understands that it is responsible for verifying the representations of law or fact provided by the other party.

28. WARRANTY

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

29. FUNDING AVAILABILITY

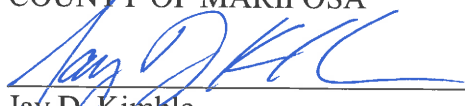
It is mutually agreed that if the County budget of the current fiscal year and/or any subsequent fiscal years covered under this Agreement does not appropriate sufficient funds for this Agreement, this Agreement shall terminate and be of no further force and effect upon the day notice is provided by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

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

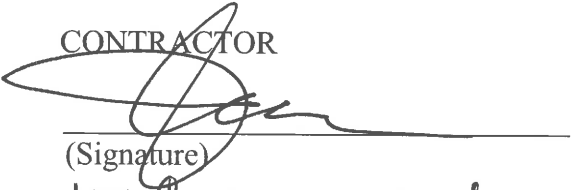
such reduction or modification of the County budget, or offer an Agreement amendment to Contractor to reflect the reduced amount.

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

COUNTY OF MARIPOSA


Jay D. Kimble
County Administrative Officer

CONTRACTOR


(Signature)

JDT Consultants, Inc.

APPROVED AS TO LEGAL FORM:


Steven W. Dahlem
County Counsel

Exhibit A SCOPE OF WORK

Contractor shall provide Therapeutic Behavioral Services (TBS) to Mariposa County children/youth who are eligible for Medi-Cal, meet criteria for TBS services and are referred by Mariposa County Health and Human Services Agency (HHSA).

Description of TBS

TBS is an intensive, one to one, face to face, short term outpatient treatment intervention for individuals under the age of 21 with serious emotional disturbance (SED) who are experiencing a stressful life transition or life crisis and need additional, short term, specific support services. These services shall be available to children with difficult behaviors who require one to one assistance and who may be at risk of psychiatric hospitalization or in need of preservation of placement. TBS is not a "stand alone" service, and is intended to supplement other specialty mental health services by addressing on to three behaviors that jeopardize the child's ability to remain in his or her current home. The contractor shall provide the client with skills to effectively manage the behaviors or symptoms that are the barriers to achieving residence at the lowest appropriate level. TBS shall be provided in the client's home and other environments where the client's behaviors occur.

Staffing

Contractor will provide qualified and trained staff who are proficient in providing TBS services. Contractor will provide the names of staff providing services and either proof of clearance for the following exclusion lists by the 5th of the month: OIG Exclusion Database, OIG Exclusion Database (waiver), California Medi-Cal Suspended and Ineligible provider list, Board of Behavioral Sciences (if applicable), National Provider Identifier Registry and the Social Security Death Master File or provide Name, Date of Birth, Social Security number and license number (if applicable) for all providers to allow the county to check the exclusion lists. Contractor will provide proof of cleared background checks for the DOJ, CACI and FBI. Contractor will have supervisors available to staff providing TBS during the time services are provided. The county will provide supervisory contact in case the contract supervisor has a need to discuss the case.

Referrals

Contractor will accept or deny referrals within 3 business days of receipt. Referrals from the county will include: Client demographic information, Release of Information, Current assessment, Treatment plan with TBS interventions indicated, TBS referral form, Authorization for TBS services and Medi-Cal verification print out. Contractor will make contact with the family within 3 days of acceptance of referral. If the contractor is unable to meet the needs of the child/family in scope or duration the contractor will notify the county within 24 hours.

Services

Services will be provided as outlined in the client treatment plan. Contractor will communicate with the county if changes need to be made to the client treatment plan. Services will be provided as needed 24/7 based on assessment or urgent request from the client/family.

Services may occur at any time however typically are provided 6am-8am, 3pm-9pm and on the weekends.

Invoicing

Contractor will submit monthly invoices by the 15th of the following month with all progress notes for services rendered. Information to be included: Date of Service, Time of service, duration of service, who was present at service, where service was provided and details of the service provided. All progress notes shall include progress on the identified behaviors and specific interventions utilized.

Progress notes shall be cosigned by a licensed supervisor, if the provider is not licensed.

Service Authorizations

Services without a HHSA authorized referral shall not be reimbursed. Services will be reauthorized every 30 days typically at the client's regularly scheduled ICC meeting.

Monthly reauthorization meetings shall include the following:

- Client progress toward behaviors targeted in the Plan of Care in measureable terms. The current frequency and duration of behaviors will be compared to the prior authorization period.
- Behavioral by the client as well as precipitating events that are rendering their current placement at risk will be identified and a specific intervention plan will be determined.
- Successful interventions in decreasing the client's target behaviors during the prior review period will be discussed. Types of interventions to be employed in the next authorization period will be overviewed.
- The strategies and effectiveness of involving the client's care provider during the previous authorization period will be discussed. Additional strategies for involving the client's care provider during the upcoming authorization period will be identified.
- Then plan for titration and discontinuance of TBS in the upcoming authorization period will be determined.
- The days and hours of services will be identified.
- The next reauthorization date will be established.

Provider appeals

The contractor may appeal a denied, terminated or modified request for services from HHSA.

The appeal shall be submitted to HHSA within 30 calendar days of the postmark of the notification of the denial, termination or modification. Send the appeal to:

Mariposa County Health and Human Services Agency

Attn: Quality Assurance

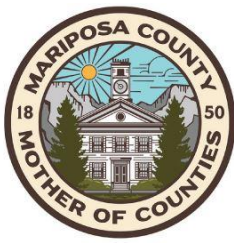
P.O. Box 99

Mariposa, CA 95338

Contractor agrees to prescribe 30 day supply of required medication to HHSA clients upon discharge from Contractor's facility.

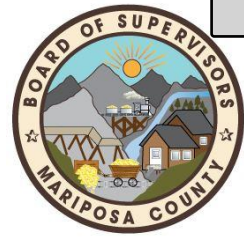
Exhibit B
COST PROPOSAL

Total cost of this agreement is not to exceed \$50,000. Client services will be invoiced at a rate of \$2.20 per minute. Travel to the service location will be claimed at a rate of \$2.20 per minute.



MARIPOSA COUNTY

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



F.6

RESOLUTION - ACTION REQUESTED 2021-8

MEETING: January 5, 2021

TO: The Board of Supervisors

FROM: Shannon Gadd, Health and Human Services Agency Director

RE: First Amendment - Sierra Quest Boys Academy Agreement

RECOMMENDATION AND JUSTIFICATION:

Approve First Amendment to Agreement with Sierra Quest Boys Academy increasing the amount by \$200,000 to a new amount not to exceed \$300,000; and authorize the Board of Supervisors Chair to sign the agreement.

Sierra Quest Boys Academy is a Medi-Cal certified provider and will provide covered Specialty Mental Health Services (SMHS) for Medi-Cal beneficiaries zero to twenty-one who meet criteria for placement in a Short-Term Residential Therapeutic Program (STRTP). Specific services under this program include mental health services, targeted case management, crisis intervention, and medication support.

The Health and Human Services Agency (HHSA) claims the Medi-Cal services provided under this agreement for reimbursement, thus generating revenue to offset the costs of this agreement. HHSA wishes to increase the compensation under because Sierra Quest is opening a girls academy and demand for both boys' and girls' services is greater than anticipated.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

Board of Supervisors approved the current agreement on June 9, 2020 through Resolution No. 2020-301.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

If the amendment is not approved, we run the risk of not providing the funding necessary to meet the needs of our clients in this area of behavioral health and recovery services.

FINANCIAL IMPACT:

**This contract will continue to be paid within the Mental Health budget unit.
Contract costs are offset by Medi-Cal revenue claimed for services performed.
This contract is cost neutral to the County and there is no impact to the County General Fund.**

ATTACHMENTS:

First Amendment - SQBA Agreement 2021 (PDF)

Sierra Quest Boy's Academy STRTP Agreement - Wsignatures (PDF)

REF ID# 11300

Packet Pg. 47

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

MOVER: Wayne Forsythe, District IV Supervisor

SECONDER: Miles Menetrey, District V Supervisor

AYES: Sweeney, Forsythe, Smallcombe, Long, Menetrey

**FIRST AMENDMENT TO AGREEMENT FOR MENTAL HEALTH SERVICES IN A
SHORT-TERM RESIDENTIAL THERAPEUTIC PROGRAM**

THIS FIRST AMENDMENT TO AGREEMENT FOR MENTAL HEALTH SERVICES IN A SHORT-TERM RESIDENTIAL THERAPEUTIC PROGRAM is made and entered into this ____ day of _____, 20__, by and between the County of Mariposa, a political subdivision of the State of California hereinafter referred to as "**County**," and Sierra Quest Boys Academy, hereinafter referred to as "**Contractor**."

WHEREAS, County and Contractor have heretofore entered into an Agreement dated June 9, 2020, wherein **Contractor** agreed to perform covered Specialty Mental Health Services (SMHS) for Medi-Cal beneficiaries zero to twenty-one who meet criteria for placement in an Short Term Residential Therapeutic Program (STRTP); and

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

NOW THEREFORE, the parties hereto in consideration of the mutual covenants herein recited, hereby agree as follows:

1. Paragraph 3, "COMPENSATION", is hereby amended to provide that an additional \$200,000 will be added to the original amount of \$100,000, making the total compensation paid to **Contractor** the not to exceed amount of \$300,000.

2. Except as herein amended, the Agreement dated June 9, 2020 shall remain in full force and effect.

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

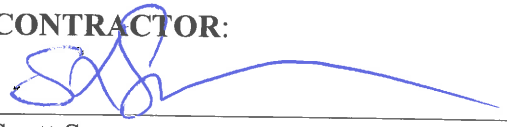
COUNTY OF MARIPOSA:

_____, Chair
Mariposa County Board of Supervisors

ATTEST:

RENE LAROCHE
Clerk of the Board

CONTRACTOR:



Scott Seymour

APPROVED AS TO FORM:

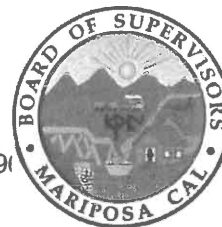
STEVEN W. DAHLEM
County Counsel

LAST UPDATED 3/7/19



MARIPOSA COUNTY

HHS/Behavioral Health & Recovery Services • (209) 91



RESOLUTION - ACTION REQUESTED 2020-301

MEETING: June 9, 2020

TO: The Board of Supervisors

FROM: Chevon Kothari, Health and Human Services Director

RE: Sierra Quest Boys Academy Agreement for Short Term Residential Therapeutic Program (STRTP)

RECOMMENDATION AND JUSTIFICATION:

Approve an agreement with Sierra Quest Boys Academy in an amount not to exceed \$100,000 to provide mental health services for Health and Human Services Agency (HHSA) clients; and authorize the Board of Supervisors Chair to sign the agreement.

Sierra Quest Boys Academy is a Medi-Cal certified provider and will provide covered Specialty Mental Health Services (SMHS) for Medi-Cal beneficiaries zero to twenty-one who meet criteria for placement in a Short-Term Residential Therapeutic Program (STRTP). Specific services under this program include mental health services, targeted case management, crisis intervention, and medication support.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

Board of Supervisors has not approved prior agreements with Sierra Quest Boys Academy.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

If the agreement is not approved, we may have longer wait times for clients to be served, and youth clients will not be served according to the higher standards of the Short-Term Residential Therapeutic Program (STRTP).

FINANCIAL IMPACT:

This contract will continue to be paid within the Mental Health budget unit. Contract costs are offset by Medi-Cal revenue claimed for services performed. This contract is cost neutral to the County and there is no impact to the County General Fund.

ATTACHMENTS:

Sierra Quest Boys' Academy STRTP Contract (PDF)

Resolution - Action Requested 2020-301

RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Merlin Jones, District II Supervisor
SECONDER: Marshall Long, District III Supervisor
AYES: Smallcombe, Jones, Long, Cann, Menetrey

AGREEMENT FOR SPECIALTY MENTAL HEALTH SERVICES IN A SHORT-TERM RESIDENTIAL THERAPEUTIC PROGRAM

THIS AGREEMENT ("Agreement") is made and entered into this 9th day of June, 2020 by and between the County of Mariposa, a political subdivision of the State of California, ("County"), and Sierra Quest Boys Academy ("Contractor"), pursuant to the following terms and conditions.

WITNESSETH:

1. TERM

The term of this Agreement shall commence on June 1, 2020 and terminate on June 30, 2021 unless extended as provided by this Agreement.

2. SERVICES

Contractor shall perform covered Specialty Mental Health Services (SMHS) for Medi-Cal beneficiaries Zero to twenty-one who meet criteria for placement in an Short Term Residential Therapeutic Program (STRTP) as described in Exhibit A, "Scope of Work," which is attached hereto and incorporated herein by reference. Contractor shall provide all staffing and materials necessary to perform the Scope of Work.

3. COMPENSATION

Contractor shall be compensated for services performed in an amount not to exceed \$100,000. The Contractor's rates are listed in Exhibit B, "Cost Proposal." The County shall pay Contractor within thirty (30) days of receipt of an approved invoice.

4. INSURANCE

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

A. MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

(1) Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit

shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

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

(3) Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$2,000,000 per accident for bodily injury or disease.

(4) Professional Liability (Errors and Omissions) Insurance appropriate to the Contractor's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate. If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

B. OTHER INSURANCE PROVISIONS

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

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

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

(3) Notice of Cancellation: Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the County.

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

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

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

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

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

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

5. HOLD HARMLESS/INDEMNIFICATION

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

6. INDEPENDENT CONTRACTOR

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

7. PUBLIC EMPLOYEES RETIREMENT SYSTEM (CALPERS)

In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement is determined by a court of competent jurisdiction or the Public

Employees Retirement System (CalPERS) to be eligible for enrollment in CalPERS as an employee of the County, Contractor shall indemnify, defend, and hold harmless County for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.

8. STATE AND FEDERAL TAXES

As Contractor is not County's employee, Contractor is responsible for paying all required state and federal taxes. In particular:

- a. County will not withhold FICA (Social Security) from Contractor's payments;
- b. County will not make state or federal unemployment insurance contributions on behalf of Contractor;
- c. County will not withhold state or federal income tax from payment to Contractor;
- d. County will not make disability insurance contributions on behalf of Contractor;
- e. County will not obtain workers' compensation insurance on behalf of Contractor.

9. ASSIGNMENT

It is understood and agreed that this Contract contemplates personal performance by the Contractor and is based upon a determination of its unique personal competence and experience and upon its specialized personal knowledge. Assignments of any or all rights, duties or obligations of the Contractor under this Contract will be permitted only with the express written consent of the County.

10. NOTICE

Any and all notices, reports or other communications to be given to County or Contractor shall be given to the persons representing the respective parties at the following addresses:

CONTRACTOR:

Sierra Quest Boy's Academy
6986 Scott Road
Mariposa, CA 95338

COUNTY:

Lynn Rumfelt
County of Mariposa
5362 Lemee Lane
Mariposa, CA 95338

11. COMPLIANCE

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

12. PUBLIC RECORDS ACT

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

13. ENTIRE AGREEMENT AND MODIFICATION

This Agreement contains the entire agreement of the parties relating to the subject matter of this Agreement and supersedes all prior agreements and representations with respect to the subject matter hereof. This Agreement may only be modified by a written amendment hereto, executed by both parties; however, matters concerning the scope of services which do not affect the agreed price may be modified by mutual written consent of the Contractor and the County of Mariposa Health and Human Services Agency. If there are exhibits attached hereto, and a conflict exists between the terms of this Agreement and any exhibit, the terms of this Agreement shall control.

14. ENFORCEABILITY AND SEVERABILITY

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

15. TERMINATION AND RIGHTS UPON TERMINATION

A. This Agreement may be terminated upon mutual written consent of the parties, or as a remedy available at law or in equity. In the event of the termination of this Agreement, Contractor shall immediately be paid all fees earned as of the effective date of termination.

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

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

16. NO WAIVER

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

17. DISPUTES

Should it become necessary for a party to this Agreement to enforce any of the provisions hereof, the prevailing party in any claim or action shall be entitled to reimbursement for all expenses so incurred, including reasonable attorney's fees.

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

18. CAPTIONS

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

19. NUMBER AND GENDER

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

20. MANDATORY AND PERMISSIVE

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

21. SUCCESSORS AND ASSIGNS

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

22. COUNTERPARTS

This Agreement may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

23. OTHER DOCUMENTS

The parties agree that they shall cooperate in good faith to accomplish the object of this Agreement and, to that end, agree to execute and deliver such other and further instruments and documents as may be necessary and convenient to the fulfillment of these purposes.

24. CONTROLLING LAW

The validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of California.

25. AUTHORITY

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

26. NEGOTIATED AGREEMENT

This Agreement has been arrived at through negotiation between the parties. Neither party is to be deemed the party which prepared this Agreement within the meaning of California Civil Code section 1654. Each party represents and warrants that in executing this Agreement it does so with full knowledge of the rights and duties it may have with respect to the other party. Each party also warrants and represents that it has received independent legal advice from its attorney with respect to the matters set forth in this Agreement and the rights and duties arising out of this Agreement, or that such party willingly foregoes any such consultation.

27. NO RELIANCE ON REPRESENTATIONS

Each party warrants and represents that it is not relying and has not relied upon any representation or statement made by the other party with respect to the facts involved or its rights or duties. Each party understands and agrees that the facts relevant, or believed to be relevant to this Agreement, have been independently verified. Each party further understands that it is responsible for verifying the representations of law or fact provided by the other party.

28. WARRANTY

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

29. FUNDING AVAILABILITY

It is mutually agreed that if the County budget of the current fiscal year and/or any subsequent fiscal years covered under this Agreement does not appropriate sufficient funds for this Agreement, this Agreement shall be of no further force and effect. In this event, the County 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. Contractor's assumption of risk of possible non-appropriation is part of the consideration for this Agreement. County budget decisions are subject to the discretion of the Board of Supervisors.

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

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

COUNTY OF MARIPOSA



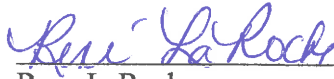
Kevin Cann, Chair
Board of Supervisors

CONTRACTOR



(Signature)

ATTEST:



Rene LaRoche
Clerk of the Board

APPROVED AS TO FORM:



Steven W. Dahlem
County Counsel

Exhibit A SCOPE OF WORK

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

The Contractor shall provide services under this Agreement as follows:

A. SHORT TERM RESIDENTIAL THERAPEUTIC PROGRAM (STRTP)

1. Contractor shall provide covered Specialty Mental Health Services (SMHS) for Medi-Cal beneficiaries zero to twenty-one who meet criteria for placement in an STRTP. Services will include the following:
 - a. Mental Health Services
 - i. Assessment services shall include a clinical analysis of the history and current status of a beneficiary's mental, emotional, or behavioral disorder; relevant cultural issues and history; diagnosis; and the use of testing procedures.
 - ii. Plan Development shall consist of a service activity which includes development of client plans, approval of client plans, and/or monitoring of a beneficiary's progress.
 - iii. Individual and Group Therapy shall be comprised of service activities which are therapeutic interventions that focus primarily on symptom reduction as a means to improve functional impairments. Therapy shall be focused on the goals identified in each child's Assessment and Treatment Plan. Individual Therapy shall be provided by BBS Licensed/Waived Mental Health Professionals (LPHA). Measurable long-term goals and short-term objectives shall be addressed with structured therapeutic interventions.
 - iv. Family Therapy shall be focused on the problems of the client as a family member. Assessment of family dynamics contributing to the emotional disturbance of the client, problem solving techniques and communication skills are included in family therapy. Family therapy is imperative to the successful and sustainable reunification of the client with the family. Family Therapy shall be provided by BBS Licensed/Waived Mental Health Professionals (LPHA). Measurable long-term goals and short-term objectives shall be addressed with structured therapeutic interventions.

- v. Individual and Group Rehabilitation shall be comprised of service activities with individuals and groups of individuals that may consist of:
 - 1. Conducting activities that provide assistance in restoring or maintain an individual's functional skills, living skills, social skills, grooming and personal hygiene skills, meal preparation skills, medication compliance and support resources.
 - 2. Counseling of the individual and/or significant support persons when the individual is present.
 - 3. Training in leisure activities needed to achieve the individual's goals/desired results/personal milestones.
 - 4. Medication education.
 - 5. May be face to face or by telephone with individual or significant support persons.
 - vi. Collateral Contact shall be with one or more significant support person(s) in the life of the client. This may include consultation and training to assist in better utilization of services and understanding mental illness. Collateral services shall include, but are not limited to, helping significant support person(s) to understand and accept the client's condition and involves them in a treatment service planning and implementation of the client plan.
 - vii. Intensive Home Base Services (IHBS) are intense, individualized, strength-based, and needs-driven interventions designed to ameliorate mental health conditions that interfere with a child/youth's functioning. They are aimed at helping the child/youth build skills necessary for successful functioning in the home and community and at improving the family's ability to help the child/youth successfully function in the home and community. IHBS services support the engagement and participation of the child/youth and his/her significant support persons and help the child/youth develop skills and achieve the goals and objectives of their plan.
- b. Targeted Case Management
- i. Case Management services are activities provided by the program staff to access needed medical, education, social, prevocational, vocational, rehabilitative, or other needed community services for eligible individuals. May include consultation, communication, coordination and referral; monitoring of service delivery to ensure an individual's access to services; monitoring of the individual's progress; and placement services.
 - ii. Intensive Care Coordination are key service components that must fully integrate a Child and Family Team (CFT) into the process and typically

requires more frequent and active participation by an ICC coordinator to ensure the needs of the child/youth are appropriately and effectively met. The following are ICC components/activities. One of more of the following must be described in the description of the interventions in the progress note documentation:

1. Assessing: Client and family needs/strengths; The adequacy and availability of resources; Reviewing information from family and other sources; Evaluating effectiveness or previous interventions and activities.
 2. Service Planning and Implementation: Developing a plan with specific goals, activities, and objectives; Ensuring the active participation of client and individuals involved and clarifying the roles of the individuals involved; identifying the interventions/course of action targeted at the client's and family's assessed needs.
 3. Monitoring and Adapting: Monitoring to ensure that identified services and activities are progressing appropriately; Changing and redirecting actions targeted at the client's and family's assessed needs.
 4. Transition: Developing a transition plan for the client and family to foster long term stability including the effective use of natural supports and community resources.
- c. Crisis Intervention shall be provided by Contractor as needed. All staff working with the clients shall be trained in crisis intervention. Crisis intervention is an immediate response service enabling the client to cope with an urgent condition, while maintaining his/her status as a functioning community member to the greatest extent possible. A crisis service is an unplanned service that is targeted to reduce the chance that the client will develop an emergent psychiatric condition. Crisis intervention services shall be limited to stabilization of the problem that might lead to a psychiatric emergency.
- d. Medication Support shall include prescribing, administering, dispensing and monitoring of psychiatric medications or biological necessary to alleviate the symptoms of mental illness which are provided by a staff person, within the scope of practice of his/her profession. Medication support services shall be provided within the staff person's scope of practice (Physician, Nurse Practitioner Registered Nurse, Licensed Vocational Nurse or Psychiatric Technician). Contractor's consulting Psychiatrist shall assess all clients. Clients who are prescribed medications will be seen more frequently. Clients who remain stable on medications may be seen for medication support services by Contractor's Psychiatrist twice a month. Those clients who are not yet stabilized may need to be seen more and pre-authorization will be

requested. With the intensity of the diagnosis and age of the client, close evaluation of the clinical effectiveness and side effects of the medications is critical. New medications and changes in medications dosage require close monitoring. With Doctors orders, contractor's nursing staff will meet the client between visits with the Psychiatrist to evaluate the clinical effectiveness and side effects of medications. This service shall also include:

- i. Evaluation of the need for medication
 - ii. Evaluation of clinical effectiveness and side effects of medication
 - iii. Obtaining informed consent
 - iv. Medication education (including discussing risks, benefits and alternatives with the individual or significant support persons)
 - v. Plan development related to the delivery of this service and/or to the status of the individual's community functioning
 - vi. Prescribing psychiatric medications
2. Contractor shall provide comprehensive mental health assessments for Medi-Cal beneficiaries zero to twenty-one to determine if they meet medical necessity for SMHS. This shall not include any assessment to determine if the individual meets criteria for STRTP placement.
3. Contractor shall provide services in accordance with MCBHRS Documentation Manual.
4. Contractor shall ensure that covered services are sufficient in amount, duration, or scope to reasonably be expected to achieve the purpose for which services are furnished. The Contractor shall not arbitrarily deny or reduce the amount, duration, or scope of a required service solely because of diagnosis, type, of illness, or condition of the beneficiary except as specifically provided in the medical necessity criteria applicable to the situation as provided in Title 9, California Code of Regulations (CCR), Sections 1820.205, 1830.205, and 1830.210.
5. The Contractor shall make covered services available in accordance with Title 9 CCR, Section 1810.345 and with Section 1810.405 with respect to timeliness of routine services.
6. The Contractor shall provide County's Medi-Cal beneficiaries with County's most current beneficiary brochure and provider list when a Medi-Cal beneficiary first receives a specialty mental health service from Contractor or upon request. Contractor may obtain copies of County's beneficiary brochure and provider list from County.
7. Contractor shall ensure that hours of operation are no less than the hours of operation offered to commercial enrollees, if enrollees of a commercial health plan receive services by Contractor.

8. Contractor shall participate in scheduled Child and Family Team (CFT) meetings as mandated within Continuum of Care Reform (CCR) and Katie A implementation standards. Contractor will implement a tracking system to ensure compliance with regulations and use tracking systems to report in mid-year and year end reports.
9. Contractor's staff shall be available 24 hours a day, seven days a week to provide SMHS on site for Medi-Cal beneficiaries who are placed at the STRTP.
10. Contractor shall utilize the "Child and Adolescent Needs and Strengths" (CANS) tool with the Medi-Cal beneficiaries ages six through twenty at assessment, every six months and discharge.
11. Contractor shall utilize the Pediatric Symptom Checklist (PSC-35) tool for MediCal beneficiaries ages three through seventeen at assessment, every six months and discharge.
12. Contractor shall provide results of internal surveys on the year-end report.
13. Medi-Cal beneficiaries shall receive the same level of service provided to all other clients served by Contractor. This requirement is a condition for reimbursement for specialty mental health services.
14. Contractor shall keep a record of those clients meeting Katie A subclass criteria. Contractor shall implement a system to consistently identify, track and report to County those meeting Katie A subclass criteria and report this information monthly, as well as in the mid-year and year-end reports.
15. Contractor shall hire, train and retain experienced and competent staff, who meet the standards in the current version of the STRTP Interim Licensing Standards.
16. Contractor shall employ Evidence-Based Practices within the program in an effort to increase achievement of the County's Performance Outcome Goals.
17. Contractor shall provide Substance Use Disorder (SUD) screening, assessment and referrals in addition to developing internal staff expertise related to SUD services.
18. Service Authorization Requests (SARS) are to be authorized for Kin-GAP and AAP only.
19. Contractor must ensure that all Presumptive Transfer documentation has been received for out of county Medi-Cal beneficiaries prior to placement in the STRTP.
20. It is expected that the contractor shall provide covered SMHS in accordance with requirements of Assembly Bill 1299 (AB1299)/Presumptive Transfer. The contractor will

implement a tracking system to ensure compliance with regulations and use the tracking system to report this information monthly, as well as in the mid and year end reports.

21. Contractor shall coordinate services, site changes, personnel reassignments, and caseload capacity with the Quality Assurance Unit.
22. Contractor shall actively engage in discharge planning for each Medi-Cal beneficiary from the day of admit to the STRTP, coordinating this with the members of the CFT. Discharge planning shall be a focus throughout treatment.
23. Contractor shall ensure that Medi-Cal beneficiaries transfer or step down to the appropriate level of service upon discharge from the STRTP.
24. Contractor shall assign one or more agency representatives to attend the County's scheduled Quality Improvement Committee (QIC).
25. Participate in monthly contract provider check ins with the County.

B. PERFORMANCE OUTCOMES

1. It is expected that the youth's ability to function in the home, school and community will improve as indicated by youth report, caregiver report, school report/records, therapist evaluation.
2. It is expected that clients and families served by Contractor through this Agreement will report an overall positive response on consumer satisfaction surveys of at least 85%. Copies of the completed surveys should be clearly labeled and forwarded to County's Data Management Services Performance Measurement division.
3. It is expected that Contractor will have 85% or greater positive response on the consumer satisfaction survey for youth when asked the following question: "I am better able to cope when things go wrong."
4. It is expected that 90% of youth placed at the STRTP will have an assessment to determine eligibility for SMHS within five (5) business days of the placement at the STRTP. Contractor shall utilize a tracking system to measure this requirement. For good cause, Contractor shall notify the Quality Assurance Unit when unable to meet the assessment expectation.
5. It is expected that Contractor provides services and a stable environment in which youth can successfully transition into a lower level of placement with at least partially met treatment goals:
 - a. Within six (6) months (25%)
 - b. Not within six (6) months (25%)
6. It is expected that the Contractor will provide data on what placement and services youth are discharging into. Contractor is expected to use county approved tool to provide this data.
7. It is expected that youth at the STRTP will be provided services utilizing an Evidence Based Practice and that Contractor shall provide outcomes to County from that practice and the associated tool.
8. For those youth who remain in treatment at the STRTP for a six (6) month period or longer, it is expected that they will have a reduction in psychiatric hospitalizations during treatment at the STRTP in comparison to the six (6) month period prior to placement at the STRTP.
9. It is expected that 30% of the youth receiving treatment at the STRTP will show progress in the three (3) areas on the CANS that have the highest percentage of youth with an actionable need on the initial CANS during the reporting period. The Contractor shall report CANS outcomes in the mid-year and end of year reports.

10. It is expected that 90% of youth who have successfully completed treatment have a scheduled appointment for outpatient services within fourteen (14) business days of discharge.
11. It is expected that 80% of children receiving services will have a Primary Care Physician (PCP) noted in the database.
12. It is expected that the Contractor will make Primary Care Physician (PCP) contact for 70% of those children receiving services with PCP's during the term of this Agreement.
13. Contractor shall work toward BHRS standard with regard to timeliness of service documentation from 0-3 day in the EHR. Contractor shall meet compliance standards of 90% and report out data at Mid-Year and Year-End Reports.

C. AUTHORIZATION

1. All services must have prior authorization by County's Utilization Management. Services shall be authorized only for those clients noted as Severely Mentally Ill or Severely Emotionally Disabled. All mild to moderate cases shall be referred to the appropriate Medical Managed Care Plan.
2. Contractor shall complete and authorize initial Client Care Plan. At any time, County may require the authorization of an initial Client Care Plan be done through Utilization Management. Each subsequent Client Care Plan shall be submitted to Utilization Management prior to the expiration of the previous authorization to receive a new authorization for the upcoming year.

D. NONDISCRIMINATION

1. During the performance of this Agreement, Contractor and its officers, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any federal, state or local law, rule or regulation against any employee, applicant for employment, unpaid intern, volunteer, independent contractor, or person receiving services under this Agreement because of race, religion, color, national origin, ancestry, physical or mental disability, medical condition (including genetic characteristics), marital status, age (over 40), political affiliation or belief, gender/sex, sexual orientation, gender identity, gender expression, or military or veteran status. Contractor and its officers, employees, agents, representatives or subcontractors shall comply with all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation the County's nondiscrimination policy; the Fair Employment and Housing Act (Government Code sections 12900 et seq.); California Labor Code sections 1101, 1102 and 1102.1; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Federal Regulations.

2. Consistent with the requirements of applicable Federal or State Law, the Contractor shall not engage in any unlawful discriminatory practices in the admission of clients, assignment of accommodations, treatment, evaluation, or in any other respect on the basis of race, color, gender, religion, marital status, national origin, age (over 40), sexual preference, or mental or physical disability (including individuals with AIDS or those with a record of or who are regarded as having a substantially limiting impairment), or medical condition (cancer-related), pregnancy related condition, or political affiliation or belief. This policy shall be in writing, in English and Spanish. It shall be posted in all public areas.
3. Contractor shall include the non-discrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.
4. Contractor shall provide a system by which recipient of service shall have the opportunity to express and have considered their views, grievance, and complaints regarding Contractor's delivery of services.

E. BILLING AND PAYMENT

1. County shall reimburse Contractor for only those services that were authorized and approved by local or State entities. County shall reconcile payments, which have been made for these services, periodically. The reconciliation will be based upon the total authorized and approved units of service captured in County's Electronic Health Record (EHR).
2. Upon request by County, Contractor shall repay County for audit exceptions as a function of BHRS, State, or Federal Medi-Cal audits which occur within the next five (5) fiscal years for the applicable fiscal year, within thirty (30) days from date of request, unless otherwise negotiated with County.
3. Payment by County to Contractor shall be payment in full for services provided.
4. Contractor shall hold harmless both the State and Medi-Cal beneficiaries in the event County cannot or will not pay for services performed by Contractor pursuant to this Agreement.
5. Both parties acknowledge that the State of California will continue to seek State or Federal revenue enhancements throughout the term of this Agreement. If a specific strategy adopted by the State affects the funding that County uses to support this Agreement, the parties agree to re-negotiate the applicable terms.
6. Final payment for services provided under the terms of this Agreement may be withheld pending fiscal reconciliation.

7. In consideration of Contractor's provision of services under the terms of this Agreement, the total maximum amount payable for all salaries, benefits and other operating costs shall not exceed \$100,000 during the term of this Agreement. County shall reimburse Contractor as detailed in the following:
8. County shall reimburse Contractor for any undisputed invoices, which County and Contractor agree represent the costs of delivering the services required under the terms of this Agreement for the period covered by the invoice, within 45 days of invoice receipt. Contractor agrees that the monthly invoices represent an estimate of the actual program costs and not a final settlement for the costs of delivering the services under the terms of this Agreement. Contractor shall manage the program operations and program costs to insure the provision of services for the full term of this Agreement.
9. Monthly invoices shall be equal to the monthly program costs for delivering the services required under the terms of this Agreement. Contractor shall provide a monthly expenditure report to accompany the invoice in support of the program costs.
10. Contractor shall submit invoices and expenditure reports electronically to lrumpf@mariposahsc.org, or by mail to the following address:
 - a. Mariposa County Behavioral Health & Recovery Services (MCBHRS)
5362 Lemee Lane
Mariposa, CA 95338
Attention: Lynn Rumfelt
11. FFP revenue projections are based on year to date actual approved and authorized Medi-Cal units of service. Denied, disallowed, and unauthorized units shall be considered as non-contributory towards Contractor's generation of FFP.
12. In the event denied, disallowed and unauthorized units increase Contractor's stated "County Net Cost", Contractor shall be liable for these increased costs. Actual and projected FFP revenue shall be reviewed at regular monitoring meetings by County and Contractor during the term of this Agreement. In the event the FFP revenue projected through the term of this Agreement does not meet the budgeted amount necessary to support the program expenditures, Contractor shall submit a plan to increase the FFP revenue or reduce the operating costs of delivering the services required in this Agreement.
13. Contractor shall submit a fiscal year-end cost report to County, upon request from County, generally in November following the close of a fiscal year. County shall process a preliminary settlement to the Contractor's actual costs of delivering the services and estimated Medi-Cal units of service produced during the term of this Agreement in approximately January. County and Contractor shall agree that the approved units of services

from the County Electronic Health Record and the actual program costs are the actual services and costs used for purposes of this contract and final cost report settlement. After completing its preliminary settlement, County shall notify Contractor if funds are due to the Contractor. If funds are due to County, County shall invoice Contractor and Contractor shall return the overpayment to County. During the multiple phases of the cost report reconciliation and settlement process, FFP revenue loss on any denied, disallowed and unauthorized units resulting in the Contractor exceeding the Net County Cost specified herein in Section D of Exhibit A, as well as any units denied, disallowed and unauthorized as a result of state or federal audits shall be billed to the Contractor. Settlement is limited to the Contract Maximum and is also limited to the Net County Cost after applying the FFP revenue.

14. Contractor shall be at risk for shortfalls in FFP revenue and is therefore accountable for submitting/entering services that are eligible for reimbursement into the County Electronic Health Record (EHR).

F. CREDENTIALING AND RE-CREDENTIALING

Contractor must ensure that each of its network providers is qualified in accordance with current legal, professional, and technical standards, and is appropriately licensed, registered, waived, and/or certified. Providers must be in good standing with the Medicaid/Medi-Cal programs. Any provider excluded from participation in Federal health care programs, including Medicare or Medicaid/Medi-Cal, may not participate in County's provider network.

The uniform credentialing and re-credentialing requirements in the MHSUDS Information Notice 18-019 apply to all licensed, waived, or registered mental health providers and licensed substance use disorder services providers contracting with County to deliver Medi-Cal covered services.

1. Credentialing:
 - a. For all licensed, waived, registered and/or certified providers, Contractor must verify and document the following items through a primary source as applicable. The listed requirements are not applicable to all provider types. When applicable to the provider type, the information must be verified by Contractor unless Contractor can demonstrate the required information has been previously verified by the applicable licensing, certification and/or registration board.
 - i. The appropriate license and/or board certification or registration, as required for the particular provider type;
 - ii. Evidence of graduation or completion of any required education, as required for the particular provider type;

- iii. Proof of completion of any relevant medical residency and/or specialty training, as required for the particular provider type; and
 - iv. Satisfaction of any applicable continuing education requirements, as required for the particular provider type.
 - b. In addition, Contractor must verify and document the following information from each provider, as applicable, but need not verify this information through a primary source:
 - i. Work history;
 - ii. Hospital and clinic privileges in good standing;
 - iii. History of any suspension or curtailment of hospital and clinic privileges;
 - iv. Current Drug Enforcement Administration identification number;
 - v. National Provider Identifier number;
 - vi. Current malpractice insurance in an adequate amount, as required for the particular provider type;
 - vii. History of liability claims against the provider;
 - viii. Provider information, if any, entered in the National Practitioner Data Bank, when applicable. See <https://www.npdb.hrsa.gov/>;
 - ix. History of sanctions from participating in Medicare and/or Medi-Cal: providers terminated from either Medicare or Medi-Cal, or on the Suspended and Ineligible Provider List, may not participate in County's provider network. This list is available at: <http://files.medical.ca.gov/pubsdoco/SandIIanding.asp>; and
 - x. History of sanctions or limitations on the provider's license issued by any state's agencies or licensing boards.
2. Attestation
- a. For all providers who deliver covered services, each provider's application to contract with County must include a signed and dated statement attesting to the following:
 - i. Any limitations or inabilities that affect the provider's ability to perform any of the position's essential functions, with or without accommodation;
 - ii. A history of loss of license or felony conviction;
 - iii. A history of loss or limitation of privileges or disciplinary activity;
 - iv. A lack of present illegal drug use; and
 - v. The application's accuracy and completeness.
3. Re-credentialing
- a. County will maintain credential record. Provider must notify County within 24 hours of any change of status.
4. Any licenses, certificates, or permits required by the Federal, State, County, or municipal governments for Contractor to provide the services and work described in this Agreement must be procured by Contractor and be valid at the time Contractor enters into this

Agreement. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates, and permits in full force and effect. Licenses, certificates, and permits may include, but are not limited to, driver's licenses, professional licenses or certificates, and business licenses. Such licenses, certificates, and permits shall be procured and maintained in force by Contractor at no expense to County.

G. MEDI-CAL CERTIFICATION

1. Contractor shall maintain certification as an organizational provider of Medi-Cal Specialty Mental Health Services in compliance with all federal and state laws and regulations pertaining to Short Doyle Medi-Cal during the term of this Agreement. This includes meeting all staffing and facility standards required for organizational providers of Medi-Cal Specialty Mental Health Services as claimed. Contractor shall also notify the County's Quality Assurance Unit in writing of anticipated changes at least sixty (60) days prior to such change. Such changes could include; a change in ownership, a change in location, any planned structural changes require a new fire clearance and if the Contractor adds medication support services when medications will be administered or dispensed from the Contractor site. A Medi-Cal site certification review is required for all new locations. A review can only be conducted after a fire clearance on the new site is obtained. All Medi-Cal billing for services at locations not yet certified shall be suspended until a fire clearance is received and certification has been concluded. Contractor may not be reimbursed for services provided which are not Medi-Cal billable.
2. The storage and dispensing of medications on site shall be in compliance with all pertinent State and Federal standards.

H. CULTURAL COMPETENCY

1. Contractor shall ensure that cultural competency is integrated into the provision of services. The terms of this section of the Agreement shall be reviewed during contract monitoring meetings.
2. County will provide the Cultural Competence Plan Requirement (CCPR) and its updates to Contractor when submitted to the California Department of Health Care Services (DHCS).
3. Contractor shall adhere to the provisions of the County CCPR, as submitted and updated, and provide information as required for submitting and updating the CCPR.
4. Contractor shall document evidence that interpreter services are offered and provided for threshold languages at all points of contact. Contractor shall also document the response to the offer of interpreter services.

5. Contractor shall document its certified bilingual staff, including their title and languages and shall have the documentation readily available. Protocols on how to request interpreters shall be in place and documentation shall be provided.
6. Contractor shall have knowledge of the County's Cultural Competence Program. Contractor shall either adopt the County's Cultural Competence Program or if they maintain their own program, they shall provide evidence that their program aligns with the County's program and expectations. Evidence shall be provided at annual reviews or at on-going monitoring activities.
7. Cultural Competence training opportunities will be shared by the County. If Contractor develops their own trainings or attends offsite trainings, approval from the County's Training Department shall be documented to ensure that the training meets cultural competence guidelines.
8. Contractor is responsible for tracking all contracted staff's cultural competence trainings and documentation shall be readily available during monitoring visits and at on-going monitoring activities. Documentation should include evidence of monitoring and oversight, including but not limited to attendance tracking, records, sign in sheets, protocols, and action steps for staff that has not met cultural competence requirements as delineated in the County's Cultural Competence Program.

I. QUALITY MANAGEMENT

1. Contractor shall be in full compliance with County's Quality Management Plan and Compliance Program. County shall have access to, and conduct audits and reviews of, Contractor's records, policies and procedures, incident reports, and related activities it deems necessary to support these functions.
2. Contractor and County, to the extent feasible, shall include their respective Quality Management staff in each other's Quality Management activities. Such activities shall include, but not be limited to, Quality Improvement Councils, chart audits, program compliance reviews, and Medi-Cal certifications.
3. Contractors are to report any unusual occurrence and/or adverse incidents in a timely manner according to the Mariposa County Behavioral Health and Recovery Services.

J. COMPLIANCE

1. County has accepted as policy a Compliance Plan which addresses compliance with Federal, State, and local laws, regulations, rules and guidelines. It is expected that Contractor shall

maintain a similar compliance plan for its organization, which is consistent with County's Plan.

2. Contractor shall ensure that compliance is integrated into the provision of services. This shall be reviewed during contract monitoring meetings.
3. Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act. Violations shall be reported to the Centers for Medicare and Medicaid Services.
4. Contractor shall comply with the provisions of Title 42, CFR, Section 438.610 and Executive Orders 12549 and 12689, "Debarment and Suspension," which excludes parties listed on the General Services Administration's list of parties excluded from federal procurement or non-procurement programs from having a relationship with Contractor.
5. Contractor shall not employ or contract with providers or other individuals and entities excluded from participation in Federal health care programs under either Section 1128 or 1128A of the Social Security Act. Federal financial participation is not available for providers excluded by Medicare, Medicaid, or the State Children's Insurance Program, except for emergency services.
6. Contractor shall not allow services to be provided under the terms of this Agreement by any officer, employee, subcontractor, agent or any other individual or entity that is on the List of Excluded Individuals/Entities maintained by the U. S. Department of Health and Human Services, Office of the Inspector General (OIG), the Excluded Parties List System/System Award Management (EPLS/SAM) databases and the California State Medi-Cal Suspended and Ineligible Provider List (S&I), maintained by the California Department of Health Care Services.
 - a. Contractor shall insure that all officers, employees, subcontractors, agents or other individuals or entities are not on the two lists in this section at the time of hiring. If they are on either or all of the three lists, they will not be hired to perform any duties under this agreement. Contractor agrees to provide evidence of verification prior to entering into the Agreement and/or upon request of the County.
 - b. Contractor shall thereafter monthly insure that all officers, employees, subcontractors, agents or other individuals or entities are not on the two lists in this section or any exclusions databases that may be mandated by the Federal and/or State government within the duration of this Agreement. Contractor is to submit evidence of monthly reporting as part of the Monitoring process referenced below.
 - c. Contractor shall immediately notify the County upon discovery of any officer, employee, subcontractor, agent or other individual or entity who are found on any of the three lists in this section. In the event of this discovery, Contractor also agrees to

immediately cease the staff member from performing services, that the staff member will be restricted from submitting a claim for any Medi-Cal services and that the Contractor will internally address any corrective and/or disciplinary action in regards to this staff member.

- d. County provides to Contractor the following references to the two lists found in this section. County does not guarantee that these references will not change from time to time.
 - i. OIG list is currently found at the following web address:
<http://exclusions.oig.hhs.gov/>
 - ii. A link to the S&I list is currently found at the following web address:
<http://files.medi-cal.ca.gov/pubsdocs/SandIIanding.asp> Near the bottom of the page click, on the “Suspended & Ineligible Provider List.”
 - iii. A link to the EPLS/SAM list is currently found at the following web address:
<https://www.sam.gov/portal/SAM/#1>
 7. Pursuant to Section 6032 of the Deficit Reduction Act of 2005, CONTRACTOR shall communicate to its employees, subcontractors, agents and other persons providing services on behalf of Contractor the policies and procedures related to the Federal and State False Claims Act. Contractor agrees that it has received a copy of the False Health Care Claims Policy approved by the Board of Supervisors on May 8, 2007 and that it and its employees, subcontractors, agents and other persons providing services on behalf of Contractor will adhere to these policies and procedures.
- K. REPORTING**
1. Contractor shall enter all required data into the County’s Electronic Health Record (EHR). Data must be entered by the third working day after the service. County may withhold payment for services until the entry of data is current, but no more than one year post service.
 2. Contractor shall prepare and submit a year-end Medi-Cal cost report for each fiscal year, as required by the California Department of Health Care Services, no later than September 30th. County shall provide the appropriate report forms. If necessary, technical assistance must be requested and will be provided no later than thirty (30) days before the date the report is due.
 3. Contractor shall submit a mid-year program report electronically to the following email address: lrumfelt@mariposahsc.org by February 15th of each year. The report shall include data related to performance outcomes, cultural competency integration, challenges and the strategies employed to overcome them.
 4. Contractor shall submit a year-end program report electronically to the following email address: lrumfelt@mariposahsc.org by August 15th of each year. The report shall include a summary of the year’s events; an update on the challenges and strategies; evidence of

meeting contract outcomes; update of cultural competency activities; staff training, number and percentage of staff that have received HIPAA training; number of complaints regarding breach of confidentiality and disclosures of PHI, number of internal incidents of disclosure discovered, description of incident, action taken to mitigate risk, outcome of incident; evidence of use of the Language Line and interpreters; and inventory list.

5. Contractor shall submit an annual report on Contractor's staff language and ethnicity as of the payroll period ending closest to December 1st each year. This report shall be submitted electronically to BHRS Contract Services by December 31st each year to the following e-mail address; lrumpf@mariposahse.org
6. Contractor shall report all incidents of client suicides, homicides, or other unusual occurrences resulting in serious harm to clients or staff, using the Outpatient Incident/Occurrence Reporting Form. Such forms shall be faxed to County's BHRS Quality Assurance Supervisor within twenty-four (24) hours of time of occurrence or as soon as possible.
7. Contractor shall provide County with any other reports, which may be required by State, Federal or local agencies for compliance with this Agreement.
8. Contractor shall establish and maintain accounting and fiscal practices that comply with its obligations pursuant to Section 1840.105, Chapter 11, Medi-Cal Specialty Mental Health Services and Title 9, California Code of Regulations.

L. PERSONNEL

1. Contractor shall adhere to the Statement of Compliance as specified in the attached Statement of Compliance Exhibit.
2. All Contractor staff providing services under the terms of this Agreement shall have successfully passed a criminal background check appropriate to their job classification and duties. Contractor shall not knowingly allow services to be provided under the terms of this Agreement by any person convicted of financial fraud involving Federal or State funds.
3. Contractor assures County that it complies with the Americans with Disabilities Act (ADA) of 1990, (42 U.S.C. 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.
4. All personnel rendering services under this Agreement shall be employed by, or under contract to Contractor, and shall be appropriately supervised. Services shall be under the direction of Contractor's Clinical Director or employee who shall be a licensed mental health

professional or other appropriate individual as described in Sections 622 through 630 of Title 9, of the California Code of Regulations.

5. All staff providing service under registration with the California State Board of Behavioral Health Science, or the Board of Psychology, shall be supervised by a licensed mental health professional, i.e., a Licensed Clinical Social Worker; Marriage Family Therapist; or Clinical Psychologist.
6. All staff providing services under this Agreement must obtain a National Provider Identifier (NPI).
7. Contractor shall ensure a process for credentialing of licensed staff is in place, which includes at a minimum, background checks and license verification.
8. Contractor shall follow County's procedures for registering and terminating Contractor staff from the County's Electronic Health Record (EHR). This shall include the Contractor providing County with the Contractor's staff information necessary for billing in the County EHR in a manner designated by the County, including submitting completed registration forms and copies of current licenses.
9. Contractor shall provide County with the name, a copy each of the Curriculum Vitae, Medical License, and DEA Certificate of each new physician providing services under this Agreement at least two (2) weeks prior to the provision of service.
10. All Contractor staff transporting clients under the terms of this Agreement shall have received and possess a valid California Driver's License and, if not covered by Contractor for automobile liability insurance, shall maintain at least the current California state minimum coverage.
11. Contractor's staff shall be linguistically and culturally qualified to meet the current and projected needs of the client community. Contractor shall ensure that staff providing bilingual services are fluent in their identified language.
12. Contractor will be responsible for providing training to their respective staff on County's Advanced Medical Directives policies and procedures.

M. CODE OF ETHICS

1. Contractor's Code of Ethics shall be consistent with County's Code of Ethics, a copy of which will be provided to Contractor annually.

N. WORKPLACE REQUIREMENTS

1. Contractor shall maintain a safe facility that is as free from safety hazards as is possible. Any reporting of unsafe working conditions by employees or others shall be immediately appraised and addressed.
2. Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through state or local governments, by federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed.
 - a. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible party.
 - b. By signing this Agreement, Contractor or Grantee certifies that it will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act. The prohibitions herein are effective December 26, 1994
3. Contractor hereby certifies that it complies with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and provides a drug-free workplace.
4. 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 Agreements if the County determines that any of the following has occurred: (1) Contractor has made a false certification or, (2) violates the certification by failing to carry out the requirements as noted above.

O. PATIENTS' RIGHTS AND PROBLEM RESOLUTION

1. Pursuant to 42 C.F.R. § 438.100, Contractor shall take beneficiaries rights into account when providing services, including the right to:
 - a. Receive information in accordance with 42 C.F.R. § 438.10.
 - b. Be treated with respect and with due consideration for his or her dignity and privacy.

- c. Receive information on available treatment options and alternatives, presented in a manner appropriate to the beneficiary's condition and ability to understand.
 - d. Participate in decisions regarding his or her health care, including the right to refuse treatment.
 - e. Be free from any form of restraint or seclusion used as a means of coercion, discipline, convenience, or retaliation.
 - f. Request and receive a copy of his or her medical records, and to request that they be amended or corrected, as specified in 45 C.F.R. §§ 164.524 and 164.526.
 - g. To be furnished services in accordance with 42 C.F.R. §§ 438.206 through 438.210.
 - h. To freely exercise his or her rights, and the exercise of those rights will not adversely affect the way the Contractor and its providers or the Department treat the beneficiary.
2. Contractor shall comply with all relevant rules, regulations, statutes, and County policies and procedures related to individuals' rights to a grievance process, an appeal process, and an expedited appeal process.
 3. Contractor shall comply with the County Medi-Cal beneficiary problem resolution process as stated in the County Beneficiary Handbook. This does not preclude Contractor's commitment to resolve problems or complaints by Medi-Cal beneficiaries at the informal level as simply and quickly as possible. Nothing in this Agreement shall prevent Medi-Cal beneficiaries from utilizing the County's and other rights and processes regarding grievances and appeals, which are guaranteed by statute.
 4. Contractor shall ensure that each beneficiary has adequate information about the Contractor's processes to include at a minimum:
 - a. Description of grievance and appeal process;
 - b. Posting notices explaining the process procedures;
 - c. Making grievance forms and appeal forms along with self-addressed envelopes available for beneficiaries at Contractor sites;
 - d. Making interpreter services and TDD/TTY available to beneficiaries during normal business hours.
 5. No provision of this Agreement shall be construed to replace or conflict with the duties of County's Patients' Rights Advocates as described in Section 5520 of the Welfare and Institutions Code.

P. CONFIDENTIALITY AND INFORMATION SECURITY

1. Contractor and its officers, employees, agents representative, subcontractors and all others acting on behalf of Contractor shall comply with applicable laws and regulations, including but not limited to Section 14100.2 and 5328 et seq. of the California Welfare and Institutions (W&I) Code, and 45 CFR Parts 160, 162, and 164 regarding the confidentiality and security

of individually identifiable health information as required by the attached Confidentiality and Information Security Exhibit of this Agreement.

2. Records shall be disclosed only in accordance with all applicable State and Federal laws and regulations, including those relating to the privacy of protected health information, confidentiality of medical records, patient consents to release information, and the therapist-patient privilege. Such information shall be used only for appropriate claims and quality management purposes, unless specifically authorized by the client. Confidentiality regulations shall apply to all electronic media.

Q. MONITORING / REVIEW ASSISTANCE

1. Contractor agrees to maintain books, records, documents, and other evidence necessary to facilitate contract monitoring and audits pursuant to Section 640, Title 9, Division 1, Chapter 3, Article 9, of the California Code of Regulations and the policies of Behavioral Health and Recovery Services.
2. Contractor agrees that the County shall have access to facilities, program documents, records, staff, clients/patients, or other material or persons the County deems necessary to monitor and audit services rendered
3. Contractor shall provide any necessary assistance to County in its conduct of facility inspections, and operational reviews of the quality of care being provided to beneficiaries, including providing County with any requested documentation or reports in advance of a scheduled on-site review. Contractor shall also provide any necessary assistance to County and the External Quality Review Organization contracting with the California Department of Health Care Services (DHCS) in the annual external quality review of the quality of care, quality outcomes, timeliness of, and access to, the services being provided to beneficiaries under this Agreement. Contractor shall provide a corrective action plan when requested and correct deficiencies as identified by such inspections and reviews according to the time frames delineated in the resulting reports

R. RECORDS

1. Contractor shall participate in County's outpatient electronic medical records system. Accordingly, all necessary recording and charting of the provision of services and related documentation shall be entered in the County's medical record which shall be the sole medical record used by Contractor in providing services pursuant to this Agreement.
2. Contractor shall comply with County's medical record policies and procedures including, but not limited to, those related to requesting and transporting records, filing, and security.

Further, Contractor shall comply with County's documentation protocols and use of forms. County shall provide training, support, and technical assistance if needed.

- a. Contractor shall adhere to all policies and standards related to appropriate documentation and timeliness of documentation in client's medical record chart.
3. Clinical records shall be maintained according to County standards, policies and procedures and Short-Doyle Medi-Cal regulations. For each client who has received services, a legible record shall be kept in detail which permits effective quality management processes and external operational audit processes, and which facilitates an adequate system for follow-up treatment.
4. Clinical records shall be the property of County, and maintained by Contractor in accordance with County standards.
5. The Contractor shall be subject to the examination and audit of the Department or California State Auditor for a period of three years after final payment under agreement (Government Code § 8546.7).
6. Contractor shall allow the Department, DHCS, HHS and the Comptroller General of the United States, and other authorized federal and state agencies, or their duly authorized representatives, to inspect or otherwise evaluate the quality, appropriateness, and timeliness of services performed under this Agreement, and to inspect and evaluate, and audit any and all books, records, and facilities maintained by the Contractor and its subcontractors pertaining to such services at any time during normal business hours. Books and records include, but are not limited to, all physical records originated or prepared pursuant to the performance under this Agreement including working papers, reports, financial records and books of account, beneficiary records, prescription files, subcontracts, and any other documentation pertaining to covered services and other related services for beneficiaries. Upon request, at any time during the period of this contract, the Contractor shall furnish any such record, or copy thereof, to the Department, DCHS, or HHS. Authorized agencies shall maintain the confidentiality of such books and records in accordance with applicable laws and regulations.
7. These books and records shall be maintained for a term of at least ten (10) years after final payment is made and all pending matters closed, or, in the event the Contractor has been duly notified that the County, State, HHS, or the Comptroller General of the United States, or their duly authorized representatives, have commenced an audit or investigation of the contract, until such time as the matter under audit or investigation has been resolved, whichever is later.

S. FINANCIAL RELATIONSHIPS

1. Contractor shall maintain program statistical records in the manner required by the County, California Department of Health Care Services, and applicable licensing agencies, and make such records available to County upon request.
2. Contractor shall maintain accurate accounting records of its costs and operating expenses. Such records shall be maintained until State audit findings are resolved. They shall be open to inspection by County, the Grand Jury, the State Controller, and the State Director of the Department of Health Care Services, or any of their deputies.
3. Contractor shall have an audit conducted by an independent auditing firm that shall be executed, if applicable, to comply with the Single Audit Act and the auditing reporting requirements set forth in OMB Circular A-133. This audit shall be submitted to County within one hundred twenty (120) days after the end of the Contractor's fiscal year.
4. Contractor shall adhere to Title XIX of the Social Security Act, and conform to all other applicable Federal and State statutes and regulations.

T. FEDERAL EQUAL OPPORTUNITY REQUIREMENTS

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, physical or mental handicap, drug abuse, alcohol abuse or alcoholism, disability, age or status as a disabled veteran or veteran of the Vietnam era. The Contractor will take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, physical or mental handicap, drug abuse, alcohol abuse or alcoholism, disability, age or status as a disabled veteran or veteran of the Vietnam era. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and career development opportunities and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Federal Government or DHCS, setting forth the provisions of the Equal Opportunity clause, Section 503 of the Rehabilitation Act of 1973 and the affirmative action clause required by the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212). Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified applicants without discrimination based on their race, color, religion, sex, national origin physical or mental handicap, drug abuse, alcohol abuse or alcoholism, disability, age or status as a disabled veteran or veteran of the Vietnam era and the rights of applicants and employees.

2. The Contractor will, in all solicitations or advancements 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, national origin physical or mental handicap, drug abuse, alcohol abuse or alcoholism, disability, age or status as a disabled veteran or veteran of the Vietnam era.
3. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice, to be provided by the Federal Government or the State, advising the labor union or workers' representative of the Contractor's commitments under the provisions herein and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The Contractor will comply with all provisions of and furnish all information and reports required by Section 503 of the Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212), The Drug Abuse Office and Treatment Act of 1972, as amended, The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616, as amended, and of the Federal Executive Order No. 11246 as amended, including by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The Contractor will furnish all information and reports required by Federal Executive Order No. 11246 as amended, including by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and the Rehabilitation Act of 1973, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the State and its designated representatives and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the Contractor's noncompliance with the requirements of the provisions herein or with any federal rules, regulations, or orders which are referenced herein, this Agreement may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further federal and state contracts in accordance with procedures authorized in Federal Executive Order No. 11246 as amended and such other sanctions may be imposed and remedies invoked as provided in Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60,

“Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

U. TRAFFICKING VICTIMS PROTECTION ACT OF 2000

- Contractor and its Subcontractors that provide services covered by this Agreement shall comply with Section 106(g) of the Trafficking Victims Protection Act of 2000 (22 U.S.C. 7104(g)) as amended by section 1702. The County is authorized to terminate a contract, without penalty, if the contractor: (a) Engages in severe forms of trafficking in persons during the period of time that the award is in effect; (b) Procures a commercial sex act during the period of time that the award is in effect; or (c) Uses forced labor in the performance of the award and/or sub awards under the award.

V. NETWORK REQUIREMENTS

- Contractor shall maintain the following minimum network requirements:

Workstation Requirements	
Processor	Intel Processers are recommended
Memory	Minimum of 4GB if RAM with 8GB or more highly recommended
Operating System	PC: Microsoft Windows 10 Professional, higher or latest industry version available; Apple macOS: Mojave Version 10.14 or later; Apple iPad: iOSVersion 12.4 or later
Internet Browsers	Latest version of Google Chrome, Internet Explorer or Mozilla Firefox. Safari Browser is not supported.
Computer/Tablets	Any computer or tablet that is running the compatible internet browsers above.
Anti-Virus/ Internet Security	Latest version/up to date anti-virus and internet security software.

Exhibit B
COST PROPOSAL

The contractor will invoice Behavioral Health and Recovery Services (**BHRS**) division within Mariposa County Health and Human Services Agency (**HHSA**) monthly based on hourly totals. Services will be provided at a rate of \$148.80 per hour. HHSA will reimburse at a rate of \$275.10 for medication management services provided by a licensed psychiatrist. The rate may increase to 10% during the agreement period and will be effective on the date of services. The contractor is not to exceed \$100,000.

Exhibit C
CONFIDENTIALITY AND INFORMATION SECURITY PROVISIONS FOR DIRECT
SERVICE PROVIDERS

1. As a covered entity, the Contractor shall comply with applicable laws and regulations, including but not limited to Sections 14100.2 and 5328 et seq. of the Welfare and Institutions Code and with the privacy and security requirements of Title II of the Health Insurance Portability and Accountability Act of 1996, (Public Law 104-91) , also known as “HIPAA”, and Title XIII of the American Recovery and Reinvestment Act of 2009, (Public Law 111-5) , “the ARRA/HITECH Act” or “the HITECH Act”, as these laws may be subsequently amended, and implementing regulations enacted by the Department of Health and Human Services at 45 CFR Parts 160-164 , and, regulations enacted with regard to the HITECH Act. The foregoing laws and rules are sometimes collectively referred to hereafter as “HIPAA”.
2. Permitted Uses and Disclosures of IIHI by the Contractor.
 - A. *Permitted Uses and Disclosures.* Except as otherwise provided in this Agreement, the Contractor, may use or disclose IIHI to perform functions, activities or services identified in this Agreement provided that such use or disclosure would not violate federal or state laws or regulations.
 - B. *Specific Uses and Disclosures Provisions.* Except as otherwise indicated in the Agreement, the Contractor may:
 - (1) Use and disclose IIHI for the proper management and administration of the Contractor or to carry out the legal responsibilities of the Contractor, provided that such use and disclosures are permitted by law.
 - (2) Use IIHI to provide data aggregation services to County. Data aggregation means the combining of IIHI created or received by the Contractor for the purposes of this Agreement with IIHI received by the Contractor in its capacity as the Contractor of another HIPAA covered entity, to permit data analyses that relate to the health care operations of County.
3. Responsibilities of the Contractor.

The Contractor agrees:

 - A. *Safeguards.* To prevent use or disclosure of IIHI other than as provided for by this Agreement. The Contractor shall develop and maintain an information privacy and security program that includes the implementation of administrative, technical, and physical safeguards appropriate to the size and complexity of the Contractor’s operations and the nature and scope of its

activities. The information privacy and security programs must reasonably and appropriately protect the confidentiality, integrity, and availability of the IIHI that it creates, receives, maintains, or transmits; and prevent the use or disclosure of IIHI other than as provided for by this Agreement. The Contractor shall provide County with information concerning such safeguards as County may reasonably request from time to time.

The Contractor shall restrict logical and physical access to confidential, personal (e.g., PHI) or sensitive data to authorized users only.

The Contractor shall not transmit confidential, personal, or sensitive data via email or other Internet transport protocol over a public network.

The Contractor shall protect all the hardware and electronic media that contain electronic protected health information (EPHI). This includes, but is not limited to, personal computers, PDAs, laptops, storage systems, back up tapes, CD-ROM disks, and removable disks. EPHI shall not be stored on laptops except as a temporary measure when capturing or creating information in the field. Such information shall be encrypted for protection and deleted after printing or transfer to a secure network server.

Contractors that transmit EPHI outside the County wide area network (WAN) are responsible for ensuring the information is safeguarded by using encryption when using the public internet or a wireless device.

- B. *Mitigation of Harmful Effects.* To mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of IIHI by Contractor or its subcontractors in violation of the requirements of this Agreement.
- C. *Agents and Subcontractors of the Contractor.* To ensure that any agent, including a subcontractor to which the Contractor provides IIHI received from County, or created or received by the Contractor, for the purposes of this contract shall comply with the same restrictions and conditions that apply through this Agreement to the Contractor with respect to such information.
- D. *Notification of Electronic Breach or Improper Disclosure.* During the term of this Agreement, Contractor shall notify County immediately upon discovery of any breach of IIHI and/or data, where the information and/or data is reasonably believed to have been acquired by an unauthorized person. Immediate notification shall be made to the County BHRS Privacy Officer, within five (5) business days of discovery. Contractor shall take prompt corrective action to cure any deficiencies and any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations. Contractor shall investigate such breach and provide a written report of the results of the investigation, including any corrective actions taken, and copies of all Notifications made as a result of the breach, to the BHRS Officer, postmarked within thirty (30) calendar days of the discovery of the breach to the address below:

MCHHSA Compliance Officer
 Behavioral Health and Recovery Services
 5362 Lemee Lane
 Mariposa, CA 95338
 (209) 966-2000

- E. *Employee Training and Discipline.* To train and use reasonable measures to ensure compliance with the requirements of this Agreement by employees who assist in the performance of functions or activities under this Agreement and use or disclose IIHI; and discipline such employees who intentionally violate any provisions of this Agreement, including by termination of employment.

4. Termination.

- A. *Termination for Cause.* Upon County's knowledge of a material breach of this Agreement by Contractor, County shall either:
- (1) Provide an opportunity for Contractor to cure the breach or end the violation and terminate this Agreement if Contractor does not cure the breach or end the violation within the time specified by County.
 - (2) Immediately terminate this Agreement if Contractor has breached a material term of this Agreement and cure is not possible; or
 - (3) If neither cure nor termination is feasible, the BHRS Privacy Officer shall report the violation to the DHCS Information Security Officer of the Department of Health Care Services.
- B. *Judicial or Administrative Proceedings.* County may terminate this Agreement, effective immediately, if (i) Contractor is found liable in a civil matter or guilty in a criminal proceeding for a violation of the HIPAA Privacy or Security Rule or (ii) a finding or stipulation is made, in an administrative or civil proceeding in which the Contractor is a party, that the Contractor has violated a privacy or security standard or requirement of HIPAA, or other security or privacy laws.
- C. *Effect of Termination.* Upon termination or expiration of this Agreement for any reason, Contractor shall return or destroy all IIHI received from County that Contractor still maintains in any form, and shall retain no copies of such IIHI or, if return or destruction is not feasible, it shall continue to extend the protections of this Agreement to such information, and limit further use of such IIHI to those purposes that make the return or destruction of such IIHI infeasible. This provision shall apply to IIHI that is in the possession of subcontractors or agents of the Contractor.

5. Miscellaneous Provisions.

- A. *Disclaimer.* County makes no warranty or representation that compliance by Contractor with this Agreement, HIPAA or the HIPAA regulations will be adequate or satisfactory for Contractor's own purposes or that any information in the Contractor's possession or control, or transmitted or received by the Contractor, is or will be secure from unauthorized use or disclosure. Contractor is solely responsible for all decisions made by Contractor regarding the safeguarding of IIHI.
- B. *Assistance in Litigation or Administrative Proceedings.* Contractor shall make itself, and use its best efforts to make any subcontractors, employees or agents assisting Contractor in the performance of its obligations under this Agreement, available to County at no cost to County to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings against County, its directors, officers or employees for claimed violation of HIPAA, the HIPAA regulations or other laws relating to security and privacy based upon actions or inactions of the Contractor and/or its subcontractor, employee, or agent, except where Contractor or its subcontractor, employee, or agent is a named adverse party.
- C. *No Third-Party Beneficiaries.* Nothing expressed or implied in the terms and conditions of this Agreement is intended to confer, nor shall anything herein confer, upon any person other than County or Contractor and their respective successors or assignees, any rights remedies, obligations or liabilities whatsoever.
- D. *Interpretation.* The terms and conditions in this Agreement shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HIPAA regulations and applicable State laws. The parties agree that any ambiguity in the terms and conditions of this Agreement shall be resolved in favor of a meaning that complies and is consistent with applicable laws.
- E. *Regulatory References.* A reference in the terms and conditions of this Agreement to a section in the HIPAA regulations means the section as in effect or as amended.
- F. *Survival.* The respective rights and obligations of Contractor under Section 5.B of this Exhibit shall survive the termination or expiration of this Agreement.
- G. *No Waiver of Obligations.* No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.

Exhibit D
STATEMENT OF COMPLIANCE

- A. Contractor agrees, unless specifically exempted, to comply with Government Code Section 12900 (a-f) and California Code of Regulations, Title 2, Division 4, Chapter 5 in matters relating to reporting requirements and the development, implementation and maintenance of a Nondiscrimination Program. Contractor agrees not to unlawfully discriminate, harass or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Employment of personnel shall be made solely on the basis of merit.
1. Action shall be taken to ensure applicants are employed, and employees are treated during employment, without regard to their race, religion, color, sex, national origin, age, physical or mental handicap. Such action shall include, but not be limited to, the following: Employment; upgrading; demotion or transfer; recruitment or recruitment advertising; layoff; or apprenticeship. However, recruitment and employment of applicants shall reflect the ethnic and racial composition of the County, particularly those groups not previously, nor currently, having adequate representation in recruitment or hiring. There shall be posted, in conspicuous places, notices available to employees and applicants for employment provided by the County Officer responsible for contracts setting forth the provisions of the Equal Opportunity clause.
 2. All solicitations or advertisements for employees placed by or on behalf of Contractor and/or the subcontractor shall state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin, age, or physical or mental handicap.
 3. Each labor union or representative of workers with which the County and/or the subcontractor has a collective bargaining agreement, or other contract or understanding, must post a notice provided by the County Officer responsible for contracts, advising the labor union or workers representative of Contractor's commitments under this Equal Opportunity clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 4. In the event of noncompliance with the discrimination clause of this contract or as otherwise provided by State and Federal law, this contract may be canceled, terminated or suspended, in whole or in part, and Contractor and/or the subcontractor may be declared ineligible for further State contracts in accordance with the procedures authorized in the Behavioral Health and Recovery Service's Complaint Process.
 5. All provisions of Paragraph 1 through this paragraph 5 will be included in every subcontract unless exempted by rules, regulations or orders of the Director of the Behavioral Health and Recovery Services so such provisions will be binding upon each subcontractor. Contractor will take such action with respect to any subcontract as the State may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, in the event Contractor becomes involved in, or is threatened with, litigation with a subcontractor as a result of such direction by

the State, Contractor may request in writing to the State, who, in turn, may request the United States to enter into such litigation to protect the interest of the State and the United States.

- B. Services, benefits and facilities shall be provided to patients without regard to their race, color, creed, national origin, sex, age or physical or mental handicap, and no one will be refused service because of inability to pay for such services.
 - 1. Nondiscrimination in Services, Benefits and Facilities: There shall be no discrimination in the provision of services because of color, race, creed, national origin, sex, age, or physical or mental handicap in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. Section 2000d, rules and regulations promulgated pursuant thereto, or as otherwise provided by State and Federal law. For the purpose of the contract, distinctions on the grounds of color, race, creed, national origin, sex, or age include, but are not limited to, the following: denying a participant any service or benefit to the participant which is different, or is provided in a different manner or at a different time, from that provided to other participants under this contract; subjecting a participant to segregation or separate treatment in any matter related to this receipt of any service; restricting a participant in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; treating a participant differently from others in determining whether he/she satisfied any admission, enrollment quota, eligibility, membership, or other requirement or condition which individuals must meet in order to be provided any service or benefit; the assignment of times or places for the provision of services on the basis of the race, color, creed, or national origin of the participants to be served. The County and all subcontractors will take action to ensure intended beneficiaries are provided services without regard to color, race, creed, national origin, sex, age, or physical or mental handicap.
 - 2. Procedure for Complaint Process: All complaints alleging discrimination in the delivery of services by the County and/or the subcontractor because of race, color, creed, national origin, sex, age, or physical or mental handicap, may be resolved by the State through the State Department of Health Care Services' Action Complaint Process.
 - 3. Notice of Complaint Process: The County and all subcontractors shall, subject to the approval of the Behavioral Health and Recovery Services, establish procedures under which recipients of the service are informed of their rights to file a complaint alleging discrimination or a violation of their civil rights with the State Department of Health Care Services.
- C. The County and any subcontractor will furnish all information and reports required by the Behavioral Health and Recovery Services and will permit access to books, records and accounts for purposes of investigation to ascertain compliance with above paragraphs.
- D. The County and all subcontractors assure all recipients of service are provided information in accordance with provisions of Welfare and Institutions Code, Sections 5325 and 5325.1, and Sections 5520 through 5550, Cal. Code Regs., tit. 9 §§ 860 through 868, and 42 CFR § 438.100 pertaining to their rights as patients, that the County has

established a system whereby recipients of service may file a complaint for alleged violations of their rights.

- E. Contractor agrees to the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, pertaining to the prohibition of discrimination against qualified handicapped persons in all Federally-assisted programs or activities, as detailed in regulations signed by the Secretary of Health, Education and Welfare, effective June 3, 1977, and found in the Federal Register, Volume 42, Number 86, dated May 4, 1977.

Exhibit E
MHP CLAIMS CERTIFICATION AND PROGRAM INTEGRITY

TO: Mariposa County, Health and Human Services Agency

I HEREBY CERTIFY based on best knowledge, information, and belief to the following: An assessment of all Medi-Cal beneficiaries were conducted in compliance with the requirements established by the Mariposa County Mental Health Plan (MHP). The beneficiaries were eligible to receive Medi-Cal services at the time the services were provided to the beneficiaries. Medical necessity was established for each beneficiary for the services provided, for the timeframe in which the services were provided. A client plan was developed and maintained for each beneficiary that met all client plan requirements established by the MHP. For each beneficiary receiving day rehabilitation, day treatment intensive, or EPSDT supplemental specialty mental health services included in the claim, all requirements for MHP payment authorization have been met and reviews for such service or services were conducted prior to the initial authorization and any re-authorization periods as established by the MHP. All documentation for services meets the standards established by the MHP and is in the clinical record.

I also certify based on best knowledge, information, and belief that all claims for services provided to Medi-Cal beneficiaries were, in fact, provided to those beneficiaries.

I understand that payment of these claims will be from Federal and/or State funds, and any falsification or concealment of a material fact may be prosecuted under Federal and/or State laws.



SCOTT SEYMOUR

Name

5-29-20

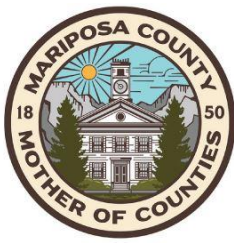
Date

EXECUTIVE DIRECTOR

Title

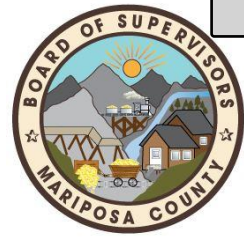
SIERRA QUEST HUMAN SERVICES FOUNDATION

Agency



MARIPOSA COUNTY

Health and Human Services • (209) 966-2000



F.7

RESOLUTION - ACTION REQUESTED 2021-9

MEETING: January 5, 2021

TO: The Board of Supervisors

FROM: Shannon Gadd, Health and Human Services Agency Director

RE: First Amendment - Vendor Agreement with the Amador Tuolumne Community Action Agency (ATCAA)

RECOMMENDATION AND JUSTIFICATION:

Approve the First Amendment to Vendor Agreement with the Amador Tuolumne Community Action Agency (ATCAA) to extend the term of the agreement to October 31, 2021; and authorize the Board of Supervisors Chair to sign the amendment.

Mariposa County joined Amador, Calaveras, and Tuolumne counties in the Central Sierra Continuum of Care (CoC) to apply for housing and homeless-related funding and participate in, and provide services for various homeless programs. Through HUD's Emergency Solutions Grant (ESG), ATCAA applied for funds for our four-county CoC to provide Rapid Re-Housing services to low-income families and individuals to move them quickly from homelessness to being permanently housed.

ATCAA provides these services to Amador, Calaveras, and Tuolumne county residents directly, and under this Vendor Agreement, Mariposa County Health and Human Services Agency (HHSA) staff will provide housing inspection and case management services to Mariposa residents. ATCAA will reimburse HHSA for personnel and administrative related costs up to \$9,000, and they will make rental assistant payments, for an amount not to exceed \$21,000, directly to Mariposa County landlords.

The rental assistance will provide a subsidy for up to 12 months to cover partial rent, deposits, utility payments and other related costs, while our staff provides case management services to help stabilize the household and increase the outcomes of maintaining permanent housing. To ensure optimal usage of funding, both HHSA and ATCAA request an extension of the term to October 31, 2021.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The current agreement received approval on March 24, 2020 by the County Administrative Officer.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

If the Amendment is not approved, Mariposa County may not be able to fully use the

funds to meet the needs of its clients.

FINANCIAL IMPACT:

There is no impact to the County General Fund.

ATTACHMENTS:

First Amendment - ATCAA Homeless Housing 19-ESG-13167 (PDF)

ATCAA - Rapid Rehousing 3.2020 - 1.2021 Wsignature (PDF)

RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]

MOVER: Wayne Forsythe, District IV Supervisor

SECONDER: Miles Menetrey, District V Supervisor

AYES: Sweeney, Forsythe, Smallcombe, Long, Menetrey

AMENDMENT #1
to the
SUBRECIPIENT AGREEMENT BETWEEN THE COUNTY OF MARIPOSA AND
AMADOR-TUOLUMNE COMMUNITY ACTION AGENCY

THIS AMENDMENT #1 ("Amendment #1") to the Agreement referenced below, between the County of Mariposa, political subdivision of the State of California, ("Grantee") and Amador-Tuolumne Community Action Agency ("Subrecipient"), is made this ____ day of _____ 2021;

WHEREAS, on March 10, 2020 the Grantee and Subrecipient entered into an agreement for Rapid Re-Housing services provided by the Subrecipient ("Agreement").

WHEREAS, Grantee and Subrecipient desire to amend said agreement to change the term of the agreement;

NOW THEREFORE BE IT RESOLVED THAT THE PARTIES AGREE TO AMEND THE AGREEMENT AS FOLLOWS:

1. Section A of the Agreement is revised to add the following:

Term of the Agreement: From 3/10/2020-10/31/2021 for an amount not to exceed thirty thousand dollars (\$30,000) to Mariposa County for Rapid Re-Housing services as outlined in Description of Services-Mariposa. Regarding contract 19-ESG-13167.

2. This agreement is subject to approval by the State Department of Housing & Community Development. Subrecipient will not incur cost until authorized in writing by Grantee.

3. Except as amended herein, the agreement dated March 10, 2020 shall remain in full force and effect..

IN WITNESS WHEREOF, the parties heron have executed this Amendment #1 as of the date written above.

Subrecipient:

By Joseph Bors
 Joseph Bors
 Executive Director
 Amador Tuolumne Community Action Agency

Grantee:

By _____

Chairperson
 Mariposa County Board of Supervisors

Approved as to Legal Form

Approved as to Legal Form

CC: Auditor

MEMORANDUM FOR ROUTING AGREEMENTS NOT REQUIRING BOARD APPROVAL**Please complete the following required information**

To: Tracy Gauthier, Deputy Clerk of the Board II Dept.: Clerk of the Board Date: 3/24/2020
 From: Beth Rose Dept.: HS / Fiscal Contact No.: 209-742-0963
 Agreement with: Amador-Tuolumne Community Action Agency Term: 3/10/2020 - 1/31/2020
 (Beginning to end - Must be 1 year or less)

For: Rapid Re-Housing

(Provide a brief description of the service provided or product purchased, i.e. "Police service dog training", "Annual Senior Health Fair", "Telephone Crisis Support")

Is this an Amendment to an Agreement? Yes ☐ No ☒

NOTE: If yes, please attach a copy of all prior amendments as well as the initial agreement

* Provide a minimum of two (2) original agreements signed by ALL except County Counsel and/or CAO
 (One will be kept by the Clerk of the Board's office)

* Check the type of agreement being submitted below and enter the dollar amount

* Route to the Clerk of the Board's Office (Not to Admin or County Counsel)

Purchasing (County Code Chapter 3.08, Ordinance no. 1124):

- ☐ \$ _____ **DEPARTMENT HEADS (Asst. Purchasing Agent) -Section 3.08.050 – Under \$10,000:**
 Assistant Purchasing Agents-Department Heads are authorized to obtain services, supplies and equipment; (Amount limited to what is budgeted and must be a one year, or less, contract term.)
 (May not purchase or lease real property or storage space **without the Purchasing Agent's approval.**)
- ☒ \$ 30,000 **CAO (Purchasing Agent) -Section 3.08.090 – Under \$50,000:**
 (Amount limited to what is budgeted and must be a one year, or less, contract term.)

Other:

_____ **Res. 05-117 and 04-346 – Indemnification Agreements**

_____ **Interdepartmental Agreements**

ALL AGREEMENTS MUST BE ROUTED TO THE CLERK OF THE BOARD'S OFFICE

The agreement will be further processed / finalized and one original will be retained for our files per Government Code 25103 and 25104, the remaining originals will be returned to the submitting department.

Revised: 08-23-2019

**AMADOR-TUOLUMNE COMMUNITY ACTION AGENCY
HOME SAFE Rapid Re-Housing Program VENDOR AGREEMENT**

F.7.b

This Vendor Agreement, made and entered into this eighteenth day of February (03/10/2020), and ending the thirty first day of January (01/31/2021) by and between the Amador-Tuolumne Community Action Agency, a public Joint Powers Agency hereinafter referred to as "ATCAA", 10590 Highway 88 , Jackson, CA 95642, and Mariposa County political subdivision of the State of California and hereinafter referred to as "Mariposa", P.O. Box 99, Mariposa, CA 95338.

A. Term of the Agreement: From 03/10/2020 to 01/31/2021 for an amount not to exceed thirty thousand dollars (\$30,000) to Mariposa County for Rapid Re- Housing services as outlined in Description of Services - Mariposa. Regarding contract 19-ESG-13167

B. Description of Services: - Mariposa:

1. Utilize the Central Sierra Continuum of Care's (CoC) Coordinated Assessment to arrange, coordinate, monitor and deliver services related to meeting housing needs of program participants;
2. Provide housing relocation and stabilization services to participants in the HOME SAFE Rapid Re-Housing (RR) program;
3. Submit required financial assistance documentation to ATCAA that calculates rental housing assistance needs including monthly rent, security deposits, utility deposits, rent in arrears, and utilities in arrears;
4. Execute a paper-based intake with each household, completing all forms and obtaining all required documentation income and housing status outlined in the HOME SAFE RR packet including habitability inspection and lead base paint inspections;
5. Maintain a Lead Based Paint Certificate at all times;
6. Document and confirm household's income and housing status, and the legitimacy of the landlord-tenant relationship through verification with county assessor's parcel number;
7. Describe in Case Progress Notes a path from current housing instability to permanent housing stability during the course of assistance (Housing Plan);
8. Provide housing search and placement to assist households in locating and securing appropriate-sized, habitable and affordable rental housing. Additional Mariposa components may include finding permanent rental subsidy for participants;
9. Coordinate with ATCAA housing staff to offer their Smart Money classes for financial literacy, credit repair, tenant counseling, landlord-tenant mediation and legal referrals for court proceedings related to housing issues;
10. Provide training to staff to collect data on all HOME SAFE RR participant household members as required for entry in the Homeless Management Information System (HMIS);
11. Provide weekly or monthly progress reports on enrolled clients through the CES Housing Determination Committee meeting (Monday calls);
12. Participate in HOME SAFE RR Task Force meetings; and participate in sub committees regarding rental assistance programs through Central Sierra Continuum of Care;
13. By the 15th of each month, data for each household and all program participants shall be entered into the Homeless Management Information System operated by ATCAA or comparable database.

C. Other Considerations:

1. Mariposa acknowledges (including its agents, servants and employees) it is not an agent, officer or employee of ATCAA, but that each party hereto is an independent entity and is solely responsible for its own acts.
2. Either Party may terminate this Vendor Agreement by giving fourteen days written notice to the other party.
3. To the fullest extent permitted by law, Mariposa shall hold harmless, defend at its own expense, and indemnify ATCAA, its officers, employees, agents, and volunteers, against any and all liability, claims, losses, damages, or expenses, including reasonable attorney's fees, arising from all acts or omissions to act of contractor or its officers, agents, or employees in rendering services under this contract; excluding, however, such liability, claims, losses, damages, or expenses arising from ATCAA's sole negligence or willful acts.
4. To the fullest extent permitted by law, ATCAA shall hold harmless, defend at its own expense, and indemnify Mariposa, its officers, employees, agents, and volunteers, against any and all liability, claims, losses, damages, or expenses, including reasonable attorney's fees, arising from all acts or omissions to act of contractor or its officers, agents, or employees in rendering services under this contract; excluding, however, such liability, claims, losses, damages, or expenses arising from Mariposa's sole negligence or willful acts.
5. Mariposa shall not discriminate against any employee employed in the performance of this contract, or against any applicant for employment because of sex, race, creed, color, national origin, sexual preference, age, or disability. This requirement shall apply to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay; other forms of compensation; and selection for training, including apprenticeship. In the event that Mariposa signs any contract which would be covered by Executive Order 10925 (March 6, 1961) or Executive Order 1114 (June 22, 1963) Mariposa shall include the equal employment clause specified in Section 301 of Executive Order 10925, as amended.
6. No person in the United States shall, on the ground of race, creed, color or national origin, be excluded from participation in, be denied the proceeds of, or be subject to discrimination in the performance of this contract in accordance pursuant to the Civil Rights Act of 1964 (45 C.F.R. Part 101), as amended.
7. None of the funds, materials, property or services contributed by ATCAA under this contract shall be used in the performance of this agreement to further the election or defeat of any candidate for public office, to support or defeat any ballot measure or for any partisan political activity.
8. There shall be no religious worship, instruction or proselytizing as part of or in connection with the performance of this agreement.
9. No person who is an employee of Mariposa shall serve as an elected officer, employee, or member of any board or commission of the County of Amador and/or Tuolumne or ATCAA.
10. Mariposa shall comply with all applicable laws, ordinances and codes of the State and Local governments. Hiring procedures should follow open and fair personnel practices and be in compliance with State Fair Employment Practice Committee (FEPC), and Federal Equal Employment Opportunity Commission (EEOC) labor laws. Mariposa shall develop job descriptions and qualifications for all positions funded under this Agreement.

D. Invoicing:

Mariposa program staff costs \$7,000 (23.3% of total contract). Personnel costs (including staff salaries, taxes, workers compensation, mandated and non-mandated benefits) and occupancy expenses are eligible costs under this Agreement. Mariposa program administrative costs \$2,000 (6.6% of total contract). Personnel costs (including administrative staff salaries, taxes, workers compensation, mandated and non-mandated benefits) are allowed.

Mariposa will provide to ATCAA monthly billings throughout the life of this Agreement, on or before the following dates:

1. By the 20th of every month, an invoice for staff costs including staff time sheets showing hours dedicated to HOME SAFE RR separate from other activities, and a monthly income statement and general ledger showing all billed costs.
2. Within 30 days of the end of this Agreement all original files will be provided to ATCAA. Final payment will be held until all files are received.
3. Mariposa shall submit a final/adjusted final invoice by 12/31/2020 and no additional claims may be submitted beyond this date. Encumbered costs past this date will not be reimbursed.
4. Mariposa shall be reimbursed by ATCAA not later than sixty (60) days after receipt of request for reimbursement, all records and forms are in order. If not in order, Mariposa must be notified within ten (10) working days after receipt of the document by the ATCAA Project Director.
5. Mariposa County will submit upon request all client information and client files should Housing and Community Development request auditing information.

Mariposa shall supply all necessary supplies, equipment, materials, clerical and all other services required for satisfactory performance provided.

E. ATCAA: agrees to perform the following activities in the HOME SAFE Rapid Re-Housing Mariposa program - \$21,000:

1. Issue checks to Mariposa landlords from ATCAA upon submittal of approved documentation including client eligibility, not to exceed \$21,000 during the course of this Agreement.
2. Upon receipt of required financial assistance documentation from Mariposa that calculates rental housing assistance needs including monthly rent, security deposits, utility deposits, rent in arrears, utilities in arrears, ATCAA will review and approve payment to landlord vendors. Should the documents need modifications, ATCAA will contact Mariposa within five (5) working days with modifications needed, and issue payment within fourteen (14) days of approved documentation.
3. This agreement is subject to revision by ATCAA upon written notice to Mariposa. Upon notice, Mariposa will have thirty (30) days to adjust services accordingly.

IN WITNESS WHEREOF, ATCAA and Mariposa have executed this vendor agreement as of the date first above written.

COUNTY OF MARIPOSA:

COUNTY OF MARIPOSA	CONTRACTOR
 Jay D. Kimble County Administrative Officer	 [INSERT NAME/TITLE]
APPROVED AS TO LEGAL FORM:	
 Steven W. Dahlem County Counsel	

Terri Peresan, MPA
Deputy Director
Adult & Aging Services
Mariposa County Health & Human Services Agency
5362 Lemee Lane
Mariposa, CA 95338
Main: (209) 966-2000
Direct: (209) 742-0830

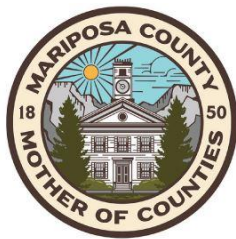
Amador-Tuolumne Community Action Agency:

Joseph Bors, Executive Director


Date 3/17/2020

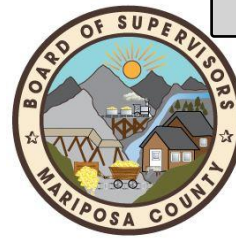
ATCAA Lead Staff Contact:

Denise Cloward, ATCAA Housing Director
(209) 223-1485 ext. 263 dcloward@atcaa.org



MARIPOSA COUNTY

HHS/Community Services • (209) 966-2000



MEETING: January 5, 2021

TO: The Board of Supervisors

FROM: Shannon Gadd, Health and Human Services Agency Director

RE: Commission on Aging Reappointment

RECOMMENDATION AND JUSTIFICATION:

Approve the Reappointment of Brenda Sweeney to the Mariposa County Commission on Aging Representing District II for a Term Coinciding with the Term of District II Supervisor Expiring January 6, 2025.

Brenda Sweeney has expressed interest in continuing her work on the Commission on Aging representing District II. Upon approval by the Board, Ms. Sweeney's appointment would expire upon the corresponding District II Supervisor's four (4) year term, on January 6, 2025.

The Mariposa County Commission on Aging was established by the Mariposa County Board of Supervisors to provide a better communication arena between seniors and the community. Each supervisorial district is represented by a member from that district; upon approval of the appointment there will be additional vacancies: three (3) "At Large" members, and one (1) District III vacancies, bringing the total to ten (10) members.

Upon approval of this recommendation, Ms. Sweeney's District II term would expire January 6, 2025.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The Board has historically approved the request to fill vacant seats on the Commission on Aging.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

This commission will not have representation for District II

ATTACHMENTS:

Reappointment Request--B. Sweeney (PDF)

RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]

MOVER: Wayne Forsythe, District IV Supervisor

SECONDER: Miles Menetrey, District V Supervisor

AYES: Sweeney, Forsythe, Smallcombe, Long, Menetrey

Commission on Aging

Brenda Sweeney <[REDACTED]>

Thu 10/29/2020 9:22 AM

To: Terri Peresan <tperesan@mariposacounty.org>

Cc: Terri Peresan <tperesan@mariposacounty.org>

Hi Terri,

My term on the Commission on Aging expires in January 2021. I was just elected Chairperson for the Commission and would like to continue on the Commission. We are in a re-building phase, and I believe that continuity would be helpful in this regard.

Please let me know if there is anything I must do, beside sending you this email, in order to have my request considered.

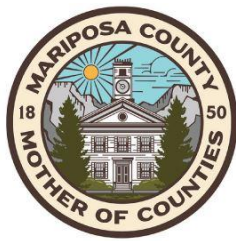
Thank you for your help and your service to the community.

Sincerely,

Brenda

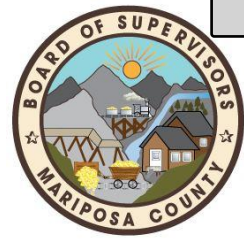
Brenda Sweeney
Chairperson, Commission on Aging

Attachment: Reappointment Request--B. Sweeney (2021-1 : Commission on Aging Reappointment)



MARIPOSA COUNTY

HHS/Community Services • (209) 966-2000



F.9

MEETING: January 5, 2021

TO: The Board of Supervisors

FROM: Shannon Gadd, Health and Human Services Agency Director

RE: Commission on Aging Reappointment

RECOMMENDATION AND JUSTIFICATION:

Approve the Reappointment of Linda Pribyl to the Mariposa County Commission on Aging Representing District IV for a Term Coinciding with the Term of District IV Supervisor Expiring January 6, 2025.

Linda Pribyl has expressed interest in continuing her work on the Commission on Aging representing District IV. Upon approval by the Board, Ms. Pribyl's appointment would expire upon the corresponding District IV Supervisor's four (4) year term, on January 6, 2025.

The Mariposa County Commission on Aging was established by the Mariposa County Board of Supervisors to provide a better communication arena between seniors and the community. Each supervisorial district is represented by a member from that district; upon approval of the appointment there will be additional vacancies: three (3) "At Large" members, and one (1) District III vacancies, bringing the total to ten (10) members.

Upon approval of this recommendation, Ms. Pribyl's District IV term would expire January 6, 2025.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The Board has historically approved the request to fill vacant seats on the Commission on Aging.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

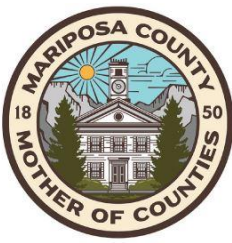
This commission will not have representation for District II

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

MOVER: Wayne Forsythe, District IV Supervisor

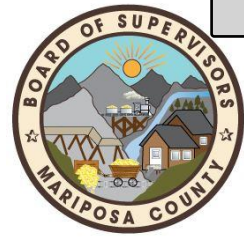
SECONDER: Miles Menetrey, District V Supervisor

AYES: Sweeney, Forsythe, Smallcombe, Long, Menetrey



MARIPOSA COUNTY

Human Resources Department • (209) 742-1379



F.10

RESOLUTION - ACTION REQUESTED 2021-10

MEETING: January 5, 2021

TO: The Board of Supervisors

FROM: Carl Crown, Interim Human Resources Director

RE: Approve Amendments to the Legal Executive Assistant Job Descriptions

RECOMMENDATION AND JUSTIFICATION:

Approve amendments to the Legal Executive Assistant and Legal Executive Assistant-Confidential job descriptions.

The District Attorney's office currently has one fully-funded Legal Executive Assistant vacancy and one Legal Secretary I/II vacancy. Before filling the Legal Executive Assistant position, the District Attorney has requested changes to the job description.

The current vacancies together with an increased workload due to a greater criminal case load as a result of the court-realized emergency delay from COVID-19 precautions have had serious impacts to the basic functioning of the office. The Legal Executive Assistant is a critical position in the District Attorney's office because it serves as the department's office manager and provides administrative support. Amending this job description will allow the timely and permanent filling of the current vacancy and will significantly contribute to the resolution of current staffing concerns.

The proposed amendments to the Legal Executive Assistant job description include revising the Minimum Qualifications section to include additional language for recruitment purposes, which will allow for a larger qualified candidate pool by providing alternate qualifying paths through a combination of education and experience. The last two recruitments for this position resulted in very few qualified candidates.

Staff is also recommending the same amendments to the separate Legal Executive Assistant-Confidential job description to maintain consistency between the two job descriptions. The proposed amendments have been provided to the Mariposa County Managerial and Confidential Organization for review.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

From time to time the Board approves amendments to job descriptions.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Do not approve proposed amendments and continue with the current job descriptions, which would likely result in continued limited candidate pools when recruiting.

ATTACHMENTS:

Legal Executive Assistant-draft (PDF)

Legal Executive Assistant-Confidential-draft (PDF)

RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]

MOVER: Wayne Forsythe, District IV Supervisor

SECONDER: Miles Menetrey, District V Supervisor

AYES: Sweeney, Forsythe, Smallcombe, Long, Menetrey

County of Mariposa

LEGAL EXECUTIVE ASSISTANT

DEFINITION

To perform a variety of specialized and technical duties using highly responsible, independent decision making and good judgment in assisting with the planning, organizing, and coordinating of the day-to-day activities and operations of an assigned department and to represent the department at the department head's direction at county government related activities. To serve as the department's office manager and as the department head's confidential secretary; to assist the department with highly responsible and complex administrative and budgetary support; to perform a variety of routine-to-moderately complex technical duties of a legal department at the paralegal level, and oversee routine assignments. To ensure effective and efficient daily operations and to perform related duties and responsibilities as required.

DISTINGUISHING CHARACTERISTICS

Legal Executive Assistant is the highest level administrative support classification in a County legal department. The class reports directly to a department head attorney and is expected to become knowledgeable of and perform some of the moderately complex department-specific technical legal functions. Some other department's main administrative support positions perform the more routine work of the department and would be more properly classified as a lower level administrative support class such as Senior Administrative Assistant. The department-specific technical work of the Legal Executive Assistant, on the other hand, entails the more complex and highly responsible work at a higher difficulty level at the paralegal level.

Legal Executive Assistant differs from Executive Assistant in that the former is assigned to a legal office, reports to an attorney department head, and requires technical work at a paralegal level. There is only one Executive Assistant or Legal Executive Assistant in a department and none can be located in an organizational level below a department.

SUPERVISION RECEIVED AND EXERCISED

Receives direction from an attorney, department head or higher.

Some positions may be assigned either direct or indirect supervisory responsibility over lower level staff.

EXAMPLES OF ESSENTIAL FUNCTIONS

Depending upon assignment, duties may include, but are not limited to, the following:

Provides highly responsible administrative, department-specific technical legal and clerical support to an attorney department head and other professional staff and serves as the primary contact person for the office in the absence or unavailability of the department head.

Reviews contracts, agreements, correspondence, grants, interdepartmental agreements, and other documents/special projects.

County of Mariposa
Legal Executive Assistant
Page 2

Conducts research, provides supporting data for Board and other reports, and locates applicable ordinances, resolutions, regulations, statutes, relevant case citations, and other required information and data.

Collects and maintains statistical data and prepares and submits statistical reports.

Plans, organizes, and supervises daily activities in the department head's office; handles the department head's daily calendar, schedules appearances, appointments, meetings, and acts as the liaison with the department and other departments/agencies.

Understands and complies with all laws, rules, and policies related to the specific department assignment.

Reviews all department purchase orders and contracts for services and supplies for conformance with adopted policies before the department head's review/approval.

Serves as a liaison to county departments and state offices that deal with each specific department assignment; coordinates and monitors assigned multi-departmental operations, assisting department personnel to ensure compliance with policies, procedures, and regulations.

Follows up on all legal documents and appearances required for each department-specific assignment.

Prepares ordinances and resolutions for the assigned department and/or for a variety of departments, and drafts contracts for review by the department head.

If assigned supervisory responsibility, selects, assigns, trains, evaluates, and disciplines staff; if not assigned specific and/or direct supervisory responsibility, may participate in the selection and training of other staff as needed.

Maintains and updates the department's research resources such as a law library and/or all practice and procedure books.

Assists with the departmental budget preparation and may be responsible for administration of departmental budget; prepares billing statements and reimbursement claims for goods and services provided; maintains account balances; prepares payroll and salary actions; processes accounts payable and receivable.

Manage the revenue recovery program, if assigned; keeps track of revenues; bills other departments, special districts, courts, etc.

Recommends and assists in the implementation of goals and objectives; implements policies and procedures of the assigned department.

Performs general and confidential secretarial and administrative duties as needed, including but not limited to composing and preparing correspondence and reports, maintaining lists and logs,

maintaining computer databases and files, conducting studies, researching and compiling information and data, maintaining files, etc.

Composes, types, edits, processes, copies, files and/or transmits various documents including but not limited to correspondence, legal notices, grand jury responses, reports, rosters, memos, agenda items, resolutions, ordinances, contracts, etc.

Receives and responds to inquiries, correspondence and requests for assistance from citizens, department heads, and various agencies.

Monitors and reviews ordinances and updates to County Code; prepares and/or assists departments in the preparation of ordinances, updates to the County Code, and Board agenda reports/ resolutions.

Prepares confidential attorney/client, grand jury, or other similar documents.

Assists in highly confidential investigations and negotiations exercising discretion, tact, and good judgment in dealing with witnesses, other agencies and departments of federal, state, and county government.

If assigned, serves as the department's information systems manager/coordinator.

Oversees the preparation, maintenance, retention, and proper disposal of department records.

If assigned, handles public and media inquiries.

May perform Notary Public duties.

Performs related duties as assigned.

EMPLOYMENT STANDARDS

Knowledge of:

Pertinent federal, state and local laws, codes, ordinances, and regulations.

County and department organization, policies, and procedures.

Basic principles and methods of administration, fiscal, and information technology management.

Principles and practices of staff supervision, training, and performance evaluations.

Legal principles and practices expected of a paralegal.

Research and writing methods; must have a working knowledge of or demonstrated ability to learn the requirements of public meeting law.

Legal terminology, letter writing, basic report procedures, and office practices and procedures.

Methods of filing and indexing documents; principles and procedures of record keeping.

Modern office practices and technology, including filing systems, receptionist/telephone techniques, business letter and report writing, and the use of computers for word and data base and case management.

Basic accounting and bookkeeping practices.

English usage, spelling, grammar, and punctuation.

Safe work practices.

Public/client relations techniques.

Ability to:

Understand, interpret, and apply pertinent rules and regulations, policies and procedures within guidelines established by the department head.

Use initiative and sound, independent judgment within established guidelines.

Organize and set priorities for a variety of time sensitive projects and multiple tasks in an efficient and effective manner.

Provide training and supervision as assigned.

Establish and maintain cooperative working relationship with those contacted in course of work.

If assigned, notarize documents for County departments.

Analyze complex problems, identify alternative solutions, determine consequences of proposed actions, and make and implement recommendations in support of goals.

Assist in the preparation and administration of assigned budget and maintain accurate financial records.

Communicate clearly and concisely, both orally and in writing.

Understand and execute written and oral instructions.

Respond appropriately, effectively, and promptly to the needs of the public and other County departments.

Deal tactfully and effectively with the public and with others contacted in the course of work, including irate individuals.

Maintain the security and confidentiality of records, information, and files.

If assigned, processes state and local criminal history requests.

Work with sensitive, confidential, and privileged topics.

Use computers and other electronic devices effectively.

Expertly use the most common office software, records management, and database software; learn and implement new departmental and county/state-wide systems.

Type dictation or perform speed note taking with accuracy.

TYPICAL WORKING CONDITIONS

Work is performed in a normal office environment.

TYPICAL PHYSICAL REQUIREMENTS

Requires the ability to sit at a desk for long periods of time and intermittently walk, stand, stoop, kneel, crouch and reach while performing office duties; lift and/or move light weights; use hands to finger, handle or feel objects, tools or controls. Must be able to maintain effective audio-visual discrimination and perception needed for making observations, communicating with others, reading and writing, and operating office equipment. Must be able to use a telephone to communicate verbally and a keyboard to communicate through written means, to review information and enter/retrieve data, to see and read characters on a computer screen.

MINIMUM QUALIFICATIONS

Any combination of experience and education that would provide the required knowledge and abilities is qualifying. A typical way to obtain the required knowledge and abilities would be:

Experience:

~~Six~~ Three years of increasingly responsible legal secretarial experience, ~~three years of which must be at an executive secretarial level~~ or as a paralegal preparing a variety of complex legal documents.

Education:

~~A High School diploma or equivalent.~~ Graduation from an accredited college or university with a Bachelor's degree in a related field.

Additional Requirements:

Possession of a valid California driver's license. Under certain circumstances, the ~~Human Resources Director~~ County may accept a valid driver's license from another State if applicant acknowledges his/her intent to acquire a California driver's license within three months by signing an acknowledgement form.

This class specification lists the major duties and requirements of the job and is not all-inclusive. Incumbents may be expected to perform job-related duties other than those contained in this document.

Creation Date: 01/16 (B/S Res. 16-21)
Revision Date: 12/20 (B/S Res.

County of Mariposa

LEGAL EXECUTIVE ASSISTANT (Confidential)

DEFINITION

To perform a variety of specialized and technical duties using highly responsible, independent decision making and good judgment in assisting with the planning, organizing, and coordinating of the day-to-day activities and operations of an assigned department and to represent the department at the department head's direction at county government related activities. To serve as the department's office manager and as the department head's confidential secretary; to assist the department with highly responsible and complex administrative and budgetary support; to perform a variety of routine-to-moderately complex technical duties of a legal department at the paralegal level, and oversee routine assignments. To ensure effective and efficient daily operations and to perform related duties and responsibilities as required.

DISTINGUISHING CHARACTERISTICS

Legal Executive Assistant is the highest level administrative support classification in a County legal department. The class reports directly to a department head attorney and is expected to become knowledgeable of and perform some of the moderately complex department-specific technical legal functions. Some other department's main administrative support positions perform the more routine work of the department and would be more properly classified as a lower level administrative support class such as Senior Administrative Assistant. The department-specific technical work of the Legal Executive Assistant, on the other hand, entails the more complex and highly responsible work at a higher difficulty level at the paralegal level.

Legal Executive Assistant differs from Executive Assistant in that the former is assigned to a legal office, reports to an attorney department head, and requires technical work at a paralegal level. There is only one Executive Assistant or Legal Executive Assistant in a department and none can be located in an organizational level below a department.

SUPERVISION RECEIVED AND EXERCISED

Receives direction from an attorney, department head or higher.

Some positions may be assigned either direct or indirect supervisory responsibility over lower level staff.

EXAMPLES OF ESSENTIAL FUNCTIONS

Depending upon assignment, duties may include, but are not limited to, the following:

Provides highly responsible administrative, department-specific technical legal and clerical support to an attorney department head and other professional staff and serves as the primary contact person for the office in the absence or unavailability of the department head.

Reviews contracts, agreements, correspondence, grants, interdepartmental agreements, and other documents/special projects.

County of Mariposa
Legal Executive Assistant (Confidential)
Page 2

Conducts research, provides supporting data for Board and other reports, and locates applicable ordinances, resolutions, regulations, statutes, relevant case citations, and other required information and data.

Collects and maintains statistical data and prepares and submits statistical reports.

Plans, organizes, and supervises daily activities in the department head's office; handles the department head's daily calendar, schedules appearances, appointments, meetings, and acts as the liaison with the department and other departments/agencies.

Understands and complies with all laws, rules, and policies related to the specific department assignment.

Reviews all department purchase orders and contracts for services and supplies for conformance with adopted policies before the department head's review/approval.

Serves as a liaison to county departments and state offices that deal with each specific department assignment. Coordinates and monitors assigned multi-departmental operations, assisting department personnel to ensure compliance with policies, procedures, and regulations.

Follows up on all legal documents and appearances required for each department-specific assignment.

Prepares ordinances and resolutions for the assigned department and/or for a variety of departments, and drafts contracts for review by the department head.

If assigned supervisory responsibility, selects, assigns, trains, evaluates, and disciplines staff; if not assigned specific and/or direct supervisory responsibility, may participate in the selection and training of other staff as needed.

Maintains and updates the department's research resources such as a law library and/or all practice and procedure books.

Assists with the departmental budget preparation and may be responsible for administration of departmental budget; prepares billing statements and reimbursement claims for goods and services provided; maintains account balances; prepares payroll and salary actions; processes accounts payable and receivable.

Manage the revenue recovery program, if assigned; keeps track of revenues; bills other departments, special districts, courts, etc.

Recommends and assists in the implementation of goals and objectives; implements policies and procedures of the assigned department.

Performs general and confidential secretarial and administrative duties as needed, including but not limited to composing and preparing correspondence and reports, maintaining lists and logs,

maintaining computer databases and files, conducting studies, researching and compiling information and data, maintaining files, etc.

Composes, types, edits, processes, copies, files and/or transmits various documents including but not limited to correspondence, legal notices, grand jury responses, reports, rosters, memos, agenda items, resolutions, ordinances, contracts, etc.

Receives and responds to inquiries, correspondence and requests for assistance from citizens, department heads, and various agencies.

Monitors and reviews ordinances and updates to County Code; prepares and/or assists departments in the preparation of ordinances, updates to the County Code, and Board agenda reports/ resolutions.

Prepares confidential attorney/client, grand jury, or other similar documents.

Assists in highly confidential investigations and negotiations exercising discretion, tact, and good judgment in dealing with witnesses, other agencies and departments of federal, state, and county government.

If assigned, serves as the department's information systems manager/coordinator.

Oversees the preparation, maintenance, retention, and proper disposal of department records.

If assigned, handles public and media inquiries.

May perform Notary Public duties.

Performs related duties as assigned.

EMPLOYMENT STANDARDS

Knowledge of:

Pertinent federal, state and local laws, codes, ordinances, and regulations.

County and department organization, policies, and procedures.

Basic principles and methods of administration, fiscal, and information technology management.

Principles and practices of staff supervision, training, and performance evaluations.

Legal principles and practices expected of a paralegal.

Research and writing methods; must have a working knowledge of or demonstrated ability to learn the requirements of public meeting law.

Legal terminology, letter writing, basic report procedures, and office practices and procedures.

Methods of filing and indexing documents; principles and procedures of record keeping.

Modern office practices and technology, including filing systems, receptionist/telephone techniques, business letter and report writing, and the use of computers for word and data base and case management.

Basic accounting and bookkeeping practices.

English usage, spelling, grammar, and punctuation.

Safe work practices.

Public/client relations techniques.

Ability to:

Understand, interpret, and apply pertinent rules and regulations, policies and procedures within guidelines established by the department head.

Use initiative and sound, independent judgment within established guidelines.

Organize and set priorities for a variety of time sensitive projects and multiple tasks in an efficient and effective manner.

Provide training and supervision as assigned.

Establish and maintain cooperative working relationship with those contacted in course of work.

If assigned, notarize documents for County departments.

Analyze complex problems, identify alternative solutions, determine consequences of proposed actions, and make and implement recommendations in support of goals.

Assist in the preparation and administration of assigned budget and maintain accurate financial records.

Communicate clearly and concisely, both orally and in writing.

Understand and execute written and oral instructions.

Respond appropriately, effectively, and promptly to the needs of the public and other County departments.

Deal tactfully and effectively with the public and with others contacted in the course of work, including irate individuals.

Maintain the security and confidentiality of records, information, and files.

If assigned, processes state and local criminal history requests.

Work with sensitive, confidential, and privileged topics.

Use computers and other electronic devices effectively.

Expertly use the most common office software, records management, and database software; learn and implement new departmental and county/state-wide systems.

Type dictation or perform speed note taking with accuracy.

TYPICAL WORKING CONDITIONS

Work is performed in a normal office environment.

TYPICAL PHYSICAL REQUIREMENTS

Requires the ability to sit at a desk for long periods of time and intermittently walk, stand, stoop, kneel, crouch and reach while performing office duties; lift and/or move light weights; use hands to finger, handle or feel objects, tools or controls. Must be able to maintain effective audio-visual discrimination and perception needed for making observations, communicating with others, reading and writing, and operating office equipment. Must be able to use a telephone to communicate verbally and a keyboard to communicate through written means, to review information and enter/retrieve data, to see and read characters on a computer screen.

MINIMUM QUALIFICATIONS

Any combination of experience and education that would provide the required knowledge and abilities is qualifying. A typical way to obtain the required knowledge and abilities would be:

Experience:

Six Three years of increasingly responsible legal secretarial experience, ~~three years of which must be at an executive secretarial level~~ or as a paralegal preparing a variety of complex legal documents.

Education:

~~A High School diploma or equivalent.~~ Graduation from an accredited college or university with a Bachelor's degree in a related field.

Additional Requirements:

Possession of a valid California driver's license. Under certain circumstances, the ~~Human Resources Director County~~ may accept a valid driver's license from another State if applicant acknowledges his/her intent to acquire a California driver's license within three months by signing an acknowledgement form.

County of Mariposa
Legal Executive Assistant (Confidential)
Page 6

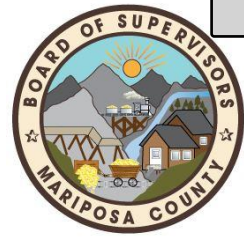
This class specification lists the major duties and requirements of the job and is not all-inclusive. Incumbents may be expected to perform job-related duties other than those contained in this document.

Creation Date: 01/16 (B/S Res. 16-21)
Revision Date: 12/20 (B/S Res.



MARIPOSA COUNTY

Planning · 209-966-5151



F.12

RESOLUTION - ACTION REQUESTED 2021-11

MEETING: January 5, 2021

TO: The Board of Supervisors

FROM: Sarah Williams, Planning Director

RE: Appointment of Planning Commissioner for District IV (Supervisor Forsythe)

RECOMMENDATION AND JUSTIFICATION:

Appoint Deni Smith as Planning Commissioner Representing District IV for a Term Coinciding with the Term of District IV Supervisor Expiring January 6, 2025 (Wayne Forsythe).

Ms. Smith meets the qualifications for a Planning Commissioner as established by County Code Sections 2.52.010 and 2.52.020. She resides within District IV, is a qualified elector of Mariposa County and has expressed interest in serving on the Mariposa County Planning Commission.

This action is based on the recommendation of the District IV Supervisor.

This position has been advertised according to the Maddy Act.

Notifications of vacancy were posted on November 2020 after receipt of a resignation from the current Planning Commissioner, Larry Harris, who agreed to serve through the end of December 2020.

One application was received for this position.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The Board of Supervisors appoints Planning Commissioners at the recommendation of the District Supervisor.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Alternatives: None.

Negative Action: Not appointing a Planning Commissioner for District IV would result in District IV not having representation on the Planning Commission.

ATTACHMENTS:

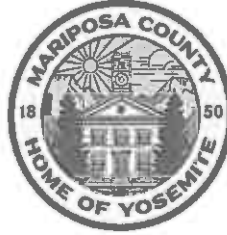
201116 pc vacancies (PDF)
smith redact (PDF)

RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]

MOVER: Wayne Forsythe, District IV Supervisor

SECONDER: Miles Menetrey, District V Supervisor

AYES: Sweeney, Forsythe, Smallcombe, Long, Menetrey



NOTICE OF VACANCIES

PLANNING COMMISSION DISTRICT II and DISTRICT IV COMMISSIONERS

Vacancies as of January 4, 2021:

One (1) member from Supervisorial District II

One (1) member from Supervisorial District IV

Please be advised that two vacancies will occur on the MARIPOSA COUNTY PLANNING COMMISSION, for the members representing Supervisorial District II and Supervisorial District IV.

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 4, 2021.

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 II must be qualified electors of Mariposa County and must reside within District II.

See Map for District II located here: <https://arcg.is/1rmmf4>

Applicants for District IV must be qualified electors of Mariposa County and must reside within District IV.

See Map for District IV located here: <https://arcg.is/1qq1nm0>

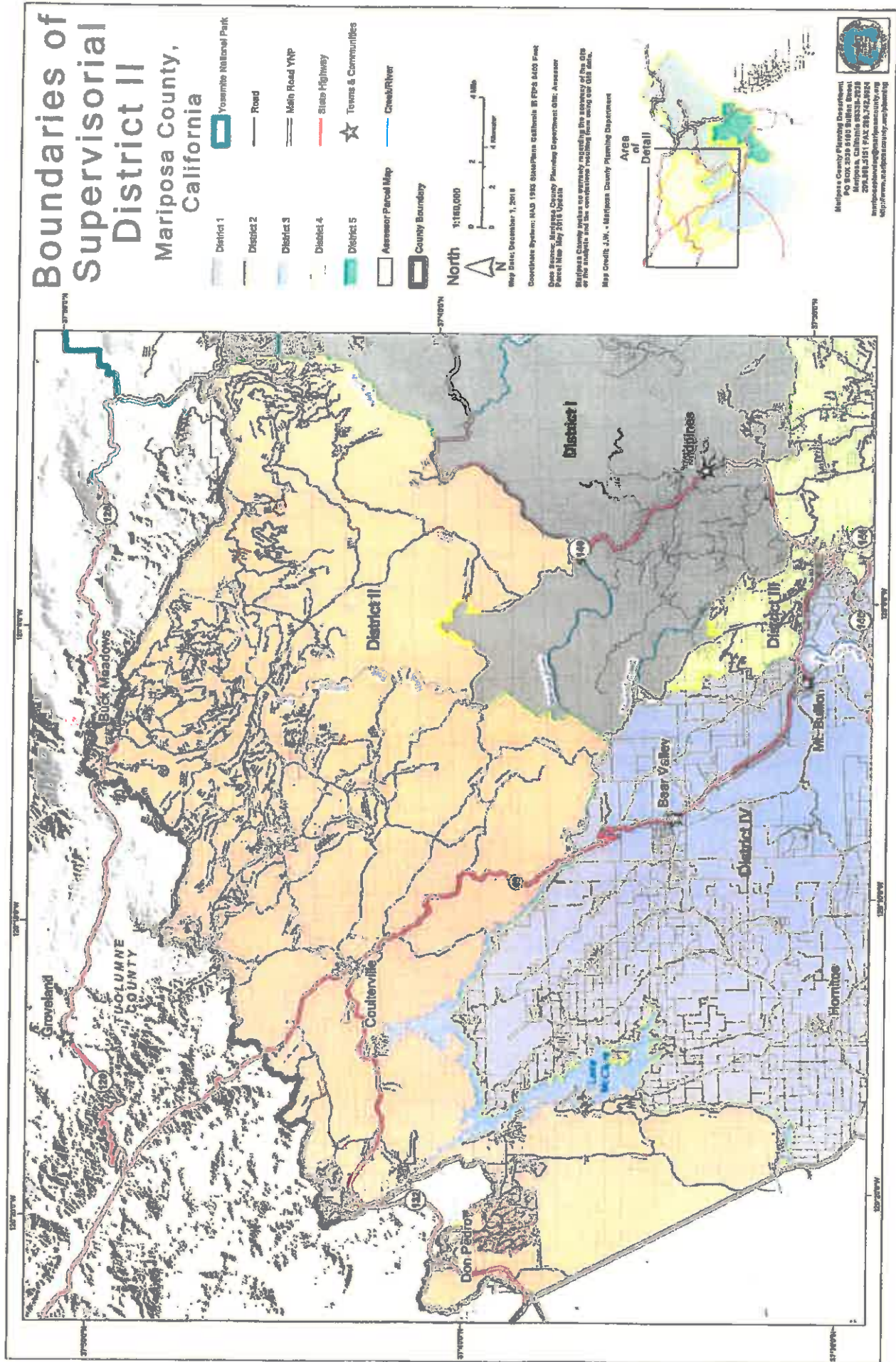
To apply:

Individuals interested in serving on the Mariposa County Planning Commission must submit an application to René LaRoche, Clerk of the Board, by mail at Post Office Box 784, Mariposa, California 95338 or e-mail to rlaroch@mariposacounty.org. An application form and a map showing the boundaries of District II and District IV are available on-line at www.mariposacounty.org/planning or from the Board of Supervisors Office at 5100 Bullion Street, Mariposa CA. Open until filled.

Posted: November 3, 2020, reposted November 16, 2020 due to error in posting

Posted Locations: Mariposa County Clerk's Office
Mariposa County Library
Mariposa County Planning Department
mariposacounty.org

CC: Board of Supervisors



Boundaries of Supervisory District 4 Mariposa County, California

- District 1
- District 2
- District 3
- District 4
- District 5
- State Highway
- Major Collector
- Minor Collector
- Local Road
- Creeks/Rivers
- Towns & Communities
- Parcel/Map

North
1:77,733
0 1 2 Miles
0 1 2 Kilometers

Map Date: September 8, 2016

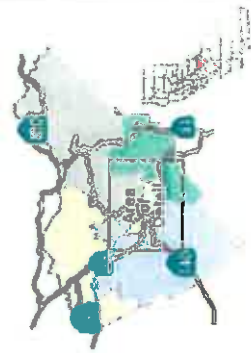
Coordinate System: NAD 1983 StatePlane California 18 FIPS 5002 Feet

Data Source: Mariposa County Planning Department GIS; Assessor

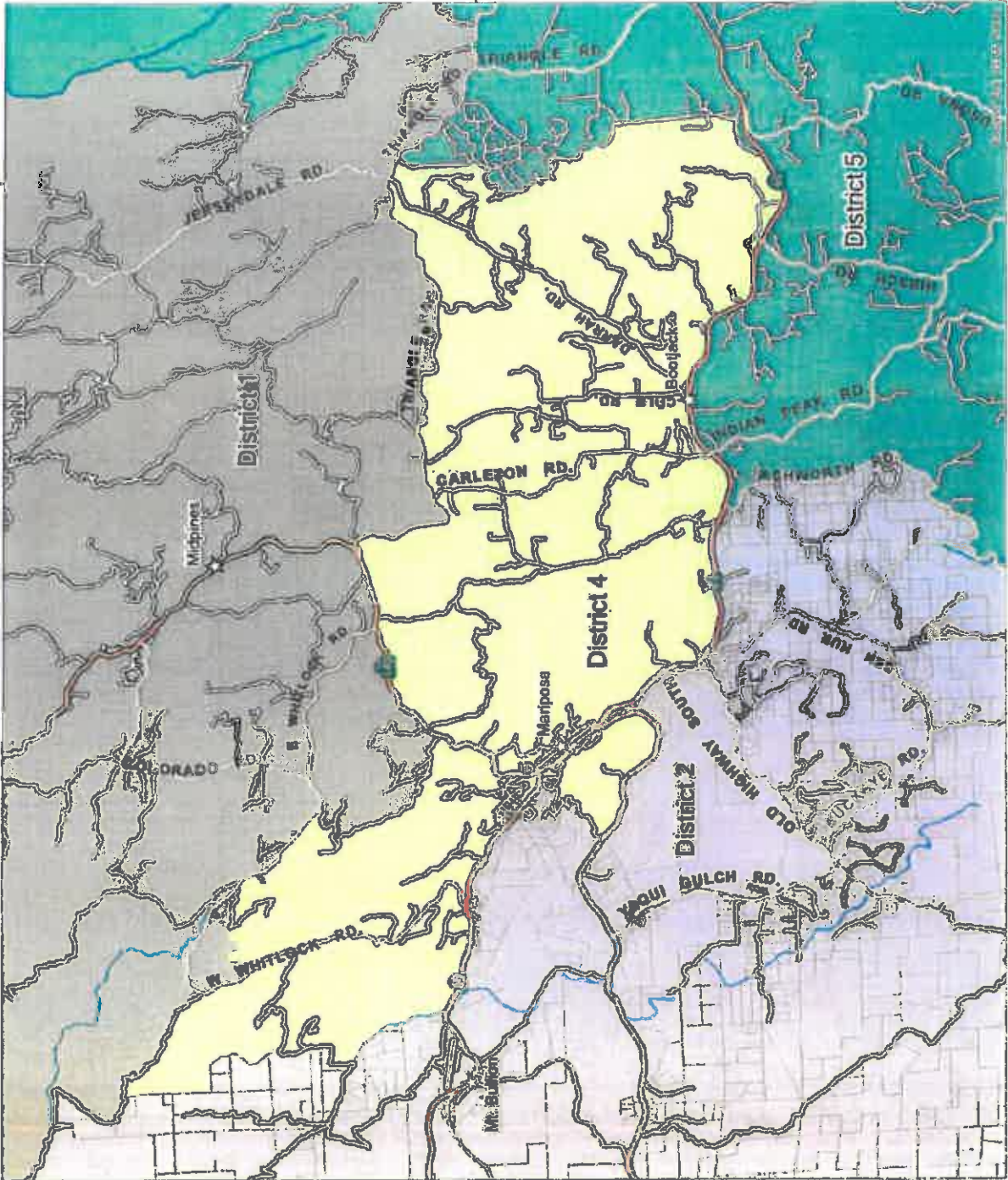
Parcel Map February 2016 Update

Mariposa County makes no warranty regarding the accuracy of the GIS or the maps and the conclusions resulting from using our data.

Mariposa County Planning Department



Mariposa County Planning Department
PO BOX 5500 5400 Bulletin Street
Mariposa, CA 95355
800.444.3333 FAX 209.934.3000
mariposa-planning@mariposa-county.org
http://www.mariposa-county.org/planning





County of Mariposa

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

(209) 966-3222

Application for Appointment to Mariposa County
BOARDS, COMMISSIONS AND COMMITTEES

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

Name of Board, Commission or Committee for which you are applying:
MARIPOSA COUNTY PLANNING COMMISSION

Supervisory District in which you Reside:

Length of Residency in the County:

First Name:

Last Name:

Mailing Address:

Email Address:

Are you Over 18 Years of Age:

Employment Status:

Employer's Name:

Employer's Address:

Day Telephone Number:

Cell Phone Number:

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

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

INSTRUCTIONS

Completely fill out this form,
sign and return to:

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

Attachment: 201116 pc vacancies (2021-11 : Appointment of Planning Commissioner for District IV (Supervisor Forsythe))

NOTE: THIS DOCUMENT IS SUBJECT TO PUBLIC INSPECTION

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

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

If Yes, please explain:

Resumé
Attached:

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

Do you have transportation?

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

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

Dated:

Signature:

NOTE: THIS DOCUMENT IS SUBJECT TO PUBLIC INSPECTION

COUNTY OF MARIPOSA

MARIPOSA, CALIFORNIA 95338-2039

209.966.5151 • FAX 209.742.5024

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: _____ Application for District: _____

Do you reside in the District? _____ Are you a qualified elector in the District? _____

Statement of Interest – Why do you wish to serve on this Commission? What motivates you to consider public service as a Planning Commissioner?

[illegible]

Previous Public Service – Have you ever served on a government decision-making body, advisory committee, or community group? If yes, please give details.

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.

Supplemental Questions for Planning Commission Application
Page 2

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.

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.

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

Date



RECEIVED

County of Mariposa

DEC 08 2020

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

(209) 966-3222

BOARD OF SUPERVISORS

Application for Appointment to Mariposa County BOARDS, COMMISSIONS AND COMMITTEES

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

Name of Board, Commission or Committee for which you are applying:
MARIPOSA COUNTY PLANNING COMMISSION

Supervisory District in which you Reside: **4**

Length of Residency in the County: **23 years**

First Name:

Deni

Last Name:

Smith

Mailing Address:

Email Address:

Are you Over 18 Years of Age:

yes

Employment Status: **employed**

Employer's Name:

Allison Sierraeluc.

Employer's Address:

Day Telephone Number:

Cell Phone Number:

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

I enjoy real estate + development, and feel it would be a good way to serve my community.

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

Currently serve on the Parks + Rec Commission.

NOTE: THIS DOCUMENT IS SUBJECT TO PUBLIC INSPECTION

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

I have a BS in Ag Business with an emphasis on finance + appraisal. I have personally done minor + major subdivisions. On my current job position I deal with real estate development.

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: Mother works at the assessor / recorders office. No Conflict.

Resumé
Attached:
No

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

M-F 8-5

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: 12-8-20

Signature:



NOTE: THIS DOCUMENT IS SUBJECT TO PUBLIC INSPECTION



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: Deni Smith Application for District: 4

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?

I was born + raised in Mariposa. After college I returned to raise a family here. I have always enjoyed real estate + development + feel this is a good way to serve my community. In my current line of work + personally, I've done minor + major subdivisions and feel my background would be well suited for this position.

Previous Public Service – Have you ever served on a government decision-making body, advisory committee, or community group? If yes, please give details.

Currently serving on the Parks + Rec Commission

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: smith redact (2021-11 : Appointment of Planning Commissioner for District IV (Supervisor Forsythe))

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.

Available at the time stated above.

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.

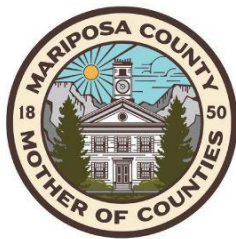
No

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.

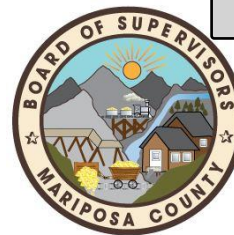

Signature

12-8-20
Date



MARIPOSA COUNTY

Planning · 209-966-5151



RESOLUTION - ACTION REQUESTED

MEETING: January 5, 2021

TO: The Board of Supervisors

FROM: Sarah Williams, Planning Director

RE: Appointment of Planning Commissioner for District II (Supervisor Sweeney)

RECOMMENDATION AND JUSTIFICATION:

Appoint Merlin Jones as Planning Commissioner Representing District II for a Term Coinciding with the Term of District II Supervisor Expiring January 6, 2025 (Thomas Sweeney).

Mr. Jones meets the qualifications for a Planning Commissioner as established by County Code Sections 2.52.010 and 2.52.020, he resides within District II, is a qualified elector of Mariposa County 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.

Notifications of vacancy were posted on November 11, 2020 after receipt of a resignation from Planning Commissioner, Thomas Sweeney. Mr. Sweeney is no longer eligible to serve as he is the newly elected Supervisor for District II.

One application was received for this position.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The Board of Supervisors appoints Planning Commissioners at the recommendation of the District Supervisor.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Alternatives: None.

Negative Action: Not appointing a Planning Commissioner for District II would result in District II not having representation on the Planning Commission.

ATTACHMENTS:

201116 pc vacancies (PDF)

jones redact (PDF)

PUBLIC INPUT - Webform submission from Lorraine J. Freeman (PDF)

PUBLIC INPUT - Email from Magnum Godfrey (PDF)

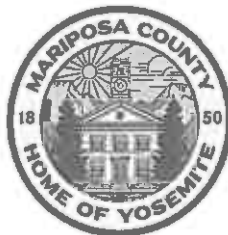
PUBLIC INPUT - Email from Kathleen Armstrong (PDF)

PUBLIC INPUT - Email from Shelly Texeira (PDF)

PUBLIC INPUT - Email from Teri Alice (PDF)

**Additional public comments submitted by Kathleen Armstrong, Nick Lambert,
and Carole Beckham (PDF)**

RESULT: DIED FOR A LACK OF A SECOND



NOTICE OF VACANCIES

PLANNING COMMISSION DISTRICT II and DISTRICT IV COMMISSIONERS

Vacancies as of January 4, 2021:

One (1) member from Supervisorial District II

One (1) member from Supervisorial District IV

Please be advised that two vacancies will occur on the MARIPOSA COUNTY PLANNING COMMISSION, for the members representing Supervisorial District II and Supervisorial District IV.

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 4, 2021.

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 II must be qualified electors of Mariposa County and must reside within District II.

See Map for District II located here: <https://arcg.is/1rmmf4>

Applicants for District IV must be qualified electors of Mariposa County and must reside within District IV.

See Map for District IV located here: <https://arcg.is/1qq1nm0>

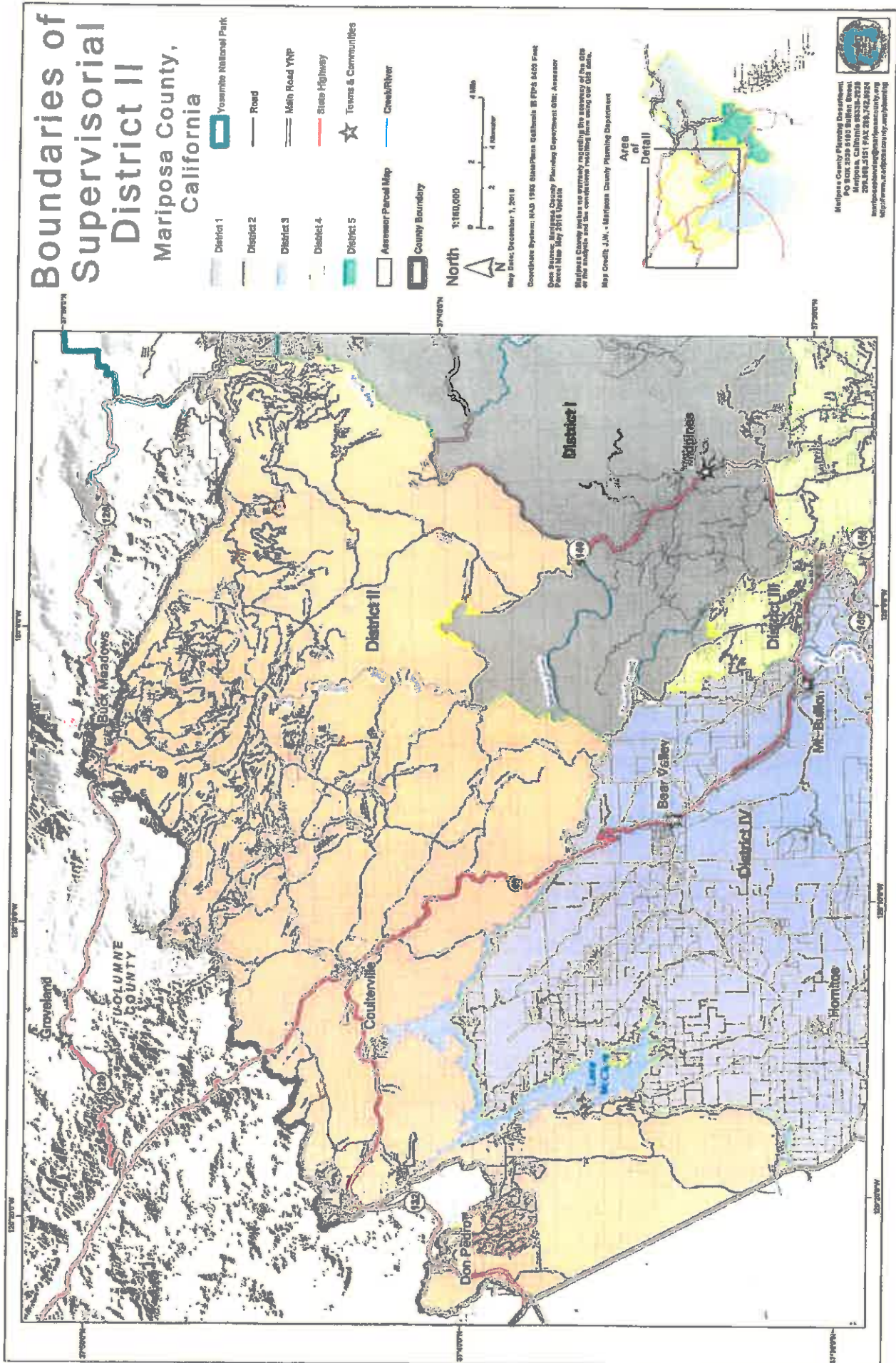
To apply:

Individuals interested in serving on the Mariposa County Planning Commission must submit an application to René LaRoche, Clerk of the Board, by mail at Post Office Box 784, Mariposa, California 95338 or e-mail to rlaroch@mariposacounty.org. An application form and a map showing the boundaries of District II and District IV are available on-line at www.mariposacounty.org/planning or from the Board of Supervisors Office at 5100 Bullion Street, Mariposa CA. Open until filled.

Posted: November 3, 2020, reposted November 16, 2020 due to error in posting

Posted Locations: Mariposa County Clerk's Office
Mariposa County Library
Mariposa County Planning Department
mariposacounty.org

CC: Board of Supervisors



Boundaries of Supervisory District 4 Mariposa County, California

- District 1
- District 2
- District 3
- District 4
- District 5
- State Highway
- Major Collector
- Minor Collector
- Local Road
- Creeks/Rivers
- Towns & Communities
- Parcel/Map

North
1:77,733
0 1 2 Miles
0 1 2 Kilometers

Map Date: September 8, 2016

Coordinate System: NAD 1983 StatePlane California 18 FIPS 5002 Feet

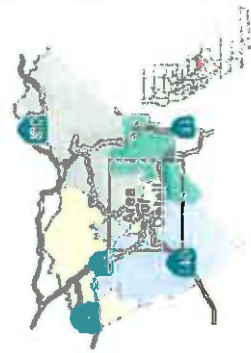
Data Source: Mariposa County Planning Department GIS; Assessor

Parcel Map February 2016 Update

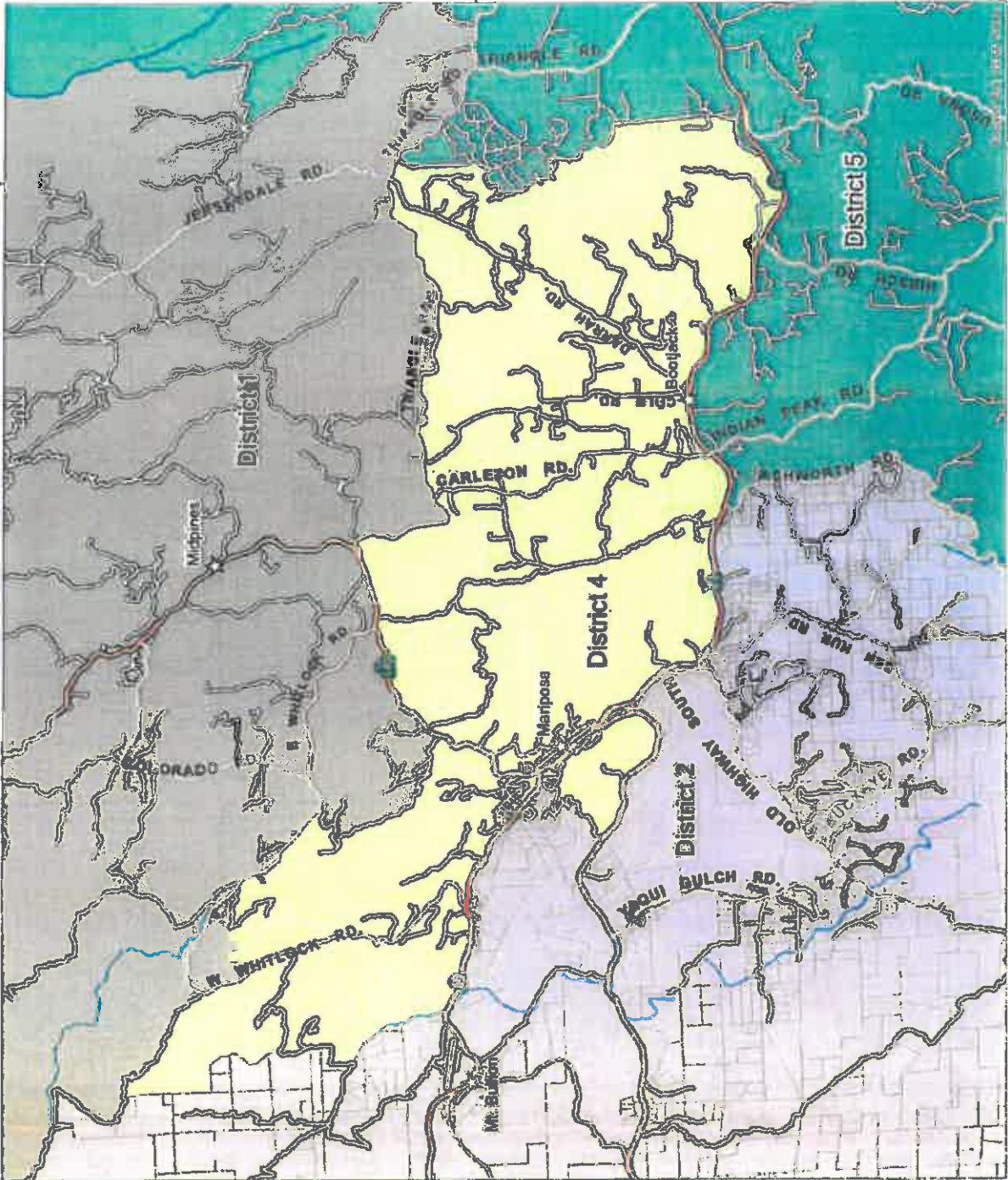
Mariposa County makes no warranty regarding the accuracy of the GIS

or the maps and the conclusions resulting from using our data.

Mariposa County Planning Department



Mariposa County Planning Department
PO BOX 5000 5000 Bulletin Street
Mariposa, CA 95358
800.444.2118 FAX 209.934.2004
mariposa@mariposa.org
http://www.mariposa.org





County of Mariposa

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

(209) 966-3222

Application for Appointment to Mariposa County
BOARDS, COMMISSIONS AND COMMITTEES

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

Name of Board, Commission or Committee for which you are applying:
MARIPOSA COUNTY PLANNING COMMISSION

Supervisory District in which you Reside:

Length of Residency in the County:

First Name:

Last Name:

Mailing Address:

Email Address:

Are you Over 18 Years of Age:

Employment Status:

Employer's Name:

Employer's Address:

Day Telephone Number:

Cell Phone Number:

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

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

INSTRUCTIONS

Completely fill out this form,
sign and return to:

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

Attachment: 201116 pc vacancies (11288 : Appointment of Planning Commissioner for District II (Supervisor Sweeney))

NOTE: THIS DOCUMENT IS SUBJECT TO PUBLIC INSPECTION

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

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

If Yes, please explain:

Resumé
Attached:

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

Do you have transportation?

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

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

Dated:

Signature:

NOTE: THIS DOCUMENT IS SUBJECT TO PUBLIC INSPECTION

COUNTY OF MARIPOSA

MARIPOSA, CALIFORNIA 95338-2039

209.966.5151 • FAX 209.742.5024

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: _____ Application for District: _____

Do you reside in the District? _____ Are you a qualified elector in the District? _____

Statement of Interest – Why do you wish to serve on this Commission? What motivates you to consider public service as a Planning Commissioner?

[illegible]

Previous Public Service – Have you ever served on a government decision-making body, advisory committee, or community group? If yes, please give details.

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.

Supplemental Questions for Planning Commission Application
Page 2

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.

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.

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

Date



RECEIVED

DEC 02 2020

County of Mariposa

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

(209) 966-3222

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

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

Name of Board, Commission or Committee for which you are applying:
MARIPOSA COUNTY PLANNING COMMISSION

Supervisory District in which you Reside:

2

Length of Residency in the County:

15 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:

MERLIN JONES

Last Name:

JONES

Mailing Address:

Email Address:

Are you Over 18 Years of Age:

YES

Employment Status: SELF EMPLOYED COUNTY SUP.

Employer's Name:

Employer's Address:

Day Telephone Number:

Cell Phone Number:

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

AS A COUNTY SUP. THE PLANNING DEPT. HAS BEEN ONE OF MY FAVORITE DEPARTMENTS. I HAVE DONE A MINOR AND MAJOR SUBDIVISION IN MARIPOSA CA. ALONG WITH LOT LINE ADJUSTMENTS, REZONING, ETC.

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

BOARD OF SUP., CHAIRMEN OF THE LIBRARY BUILDING, CHAIRMEN OF THE RENOVATION COMMITTEE OF THE COMMUNITY BUILDING, CHAIRMEN OF THE CHARTER SCHOOL IN Greely Hill, etc

NOTE: THIS DOCUMENT IS SUBJECT TO PUBLIC INSPECTION

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

- 1) BEING ON the BOS
- 2) DOING A MAJOR and Minor SUBDIVISION
- 3) DOING REZONING
- 4) DOING ARK STUDYS
- 5) DOING Biologic STUDYS
- 6) OBTAINING EASEMENTS
- 7) BUILDING all the ROADS on the SUBDIVISIONS

Do you, or any member of your immediate family, work for the County of Mariposa or hold a position that might conflict with your duties for this Board/Commission? **NO**

If Yes, please explain:

Resume
Attached:

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

ANYTIME

Do you have transportation?

YES

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

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

Dated: **11/25/2020**

Signature:

Mulin Jones

NOTE: THIS DOCUMENT IS SUBJECT TO PUBLIC INSPECTION



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: MERLIN JONES 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?

AFTER BEING A Sup. for 8 years I have
Found the Planning dept. to be of interest
to me. I have done a number of projects
in Mariposa Co. and have enjoyed all of them.
THIS IS A WAY I FEEL I CAN GIVE BACK TO
MARIPOSA CO. in A MEANINGFUL WAY, BECAUSE
this county is a special county

Previous Public Service – Have you ever served on a government decision-making body, advisory committee, or community group? If yes, please give details.

COUNTY Sup., CHAIRMAN OF THE LIBRARY BUILDING
Committee, CHAIRMAN OF THE Community Building
Renovation Committee, CHAIRMAN OF THE Coulterville
Rehabilitation Project, etc.

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: jones redact (11288 : Appointment of Planning Commissioner for District II (Supervisor Sweeney))

Supplemental Questions for Planning Commission Application
Page 2

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.

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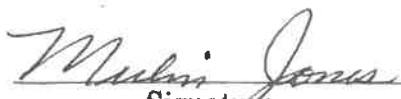
NO PROBLEM

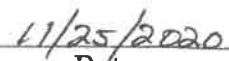
Conflict of Interest – If appointed to the Planning Commission, are you aware of any current activities, interests or associations of that you are involved with that might conflict with your unbiased service on the Commission? Please explain how you would resolve any apparent conflicts.

IF THERE WAS I WOULD RECUSE MYSELF.

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


Date

Attachment: jones redact (11288 : Appointment of Planning Commissioner for District II (Supervisor Sweeney))

Rene LaRoche

From: noreply@civicplus.com
Sent: Sunday, January 3, 2021 1:05 PM
To: Rene LaRoche; Tracy Gauthier
Subject: Online Form Submission #4193 for Public Comment on Board Items

Follow Up Flag: FollowUp
Flag Status: Flagged

Public Comment on Board Items

Public comment on Board of Supervisors agenda items can be provided via this form or from the meeting website located at <http://www.mariposacounty.org/bosagendas>.

***Please indicate the item that this comment applies to, and keep your comments to under 2000 characters (approximately 400 words.)*

***Please note that all comments received will be distributed to the Board members and attached to the Minutes following our normal procedures.*

***The County bears no responsibility for delays caused by lapses in internet service, consequently, we suggest that you submit your comments early to allow for potential delivery lags.*

NAME (Not Required but helps with the Minutes) Lorraine J Freeman

Please Indicate the Item this comment pertains to: Jan. 5, 2021 CA11 , appointment of Merlin Jones to Planning Commission

Your position on this item: Oppose

Your comment for this item: Merlin Jones did not fully and transparently disclose his conflicts of interest. Please do not approve his appointment to the Planning Commission until he completes full disclosure.

Email not displaying correctly? [View it in your browser.](#)

Rene LaRoche

From: Magnum Godfrey [REDACTED]
Sent: Sunday, January 3, 2021 8:40 AM
To: Board Clerk
Subject: planning commision

Follow Up Flag: FollowUp
Flag Status: Flagged

To whom it may concern:

I, Magnum Godfrey, Resident of district 2, am writing to inform you that I am against Merlin Jones becoming planning commissioner for district 2.

Magnum Godfrey, Paramedic

Attachment: PUBLIC INPUT - Email from Magnum Godfrey (11288 : Appointment of Planning Commissioner for District II (Supervisor

Rene LaRoche

From: Kathleen <[REDACTED]>
Sent: Sunday, January 3, 2021 1:49 PM
To: Board Clerk
Subject: Public Comment Item#CA11/Board of Supervisors Agenda: January 5, 2021

Follow Up Flag: FollowUp
Flag Status: Flagged

January 3, 2021

Rene LaRoche, Clerk of the Board

Mariposa County Board of Supervisors

Re: Public Comment Item#CA11/Board of Supervisors Agenda: January 5, 2021

Dear Clerk and Board of Supervisors:

As we enter what portends to be an incredibly challenging new year, I am greatly disappointed to see former Board Member Merlin Jones' name on the January 5th agenda as a proposed appointee for county planning commissioner. Mr. Jones openly promoted and voted for the bad code that would have been an existential threat to some of our community's most vulnerable members. At that time, we saw a stunning show of disapproval from a broad swath of our county, representing the whole political spectrum of citizens. To further promote him as an impartial voice with regards to this issue is backsliding at a time where we need leadership and guidance without prejudice. I find it hard to believe that is possible with his appointment.

With complete respect for the duties of the Board, it is the time to move forward with an eye to the new economic realities and hard decisions in front of us. Bringing the same entrenched players to the table sends a discouraging message for the future of this County and to the citizens who came forward in October and November to oppose a clearly bad plan that Mr. Jones promoted. We need new leadership that represents these same people. The inability to personally appear due to the recent surge of COVID-19 in our county should not be conveniently used as a cloak to promote this appointment.

It is imperative that Mr. Jones disclose any and all potential conflicts of interest on Form 700. Per the FPPC, "A public official cannot make or attempt to influence a governmental decision if it is reasonably foreseeable that the decision could have a "material financial effect" on his or her financial interests."

I encourage the Board to table this vote and make a sincere effort to recruit suitable candidates within the District who will bring fresh and innovative solutions to the role. We need to promote trust in our local government during these unprecedented times.

Sincerely,

Kathleen A Armstrong

Mariposa, CA

Attachment: PUBLIC INPUT - Email from Kathleen Armstrong (11288 : Appointment of Planning Commissioner for District II (Supervisor

Rene LaRoche

From: Shelly Texeira [REDACTED]
Sent: Sunday, January 3, 2021 10:06 AM
To: Board Clerk
Subject: Attention Supervisor Sweeney

Follow Up Flag: FollowUp
Flag Status: Flagged

I would like to start by saying congratulations on your appointment as out representative of district 2. That being said, what in the world are you doing? We, the people you will be serving, have had enough of Merlin Jones and all he stands for. He has tried on two occasions at least to do harm to northside and has not had our best intrests at heart. You were lucky enough to run unopposed. I was told by several people you did not support Merlin and you and your wife were not friends with them but i guess as politicians do you have lied. As one of your constituents i do not support this

Sincerely,
Shelly Texeira

[Sent from Yahoo Mail on Android](#)

Attachment: PUBLIC INPUT - Email from Shelly Texeira (11288 : Appointment of Planning Commissioner for District II (Supervisor Sweeney))

Rene LaRoche

From: terri alice [REDACTED]
Sent: Monday, January 4, 2021 10:37 AM
To: Board Clerk
Subject: Appointment of Merlin Jones to Planning Committee

Appointing mr Jones to the planning committee will serve to jeopardize this boards credibility. He is not the right person for this position and there are definite conflicts of interest.

At a time when the Board needs to reestablish the trust of we the people , this is an ill advised move.

Sincerely,
Terri Alice

Attachment: PUBLIC INPUT - Email from Teri Alice (11288 : Appointment of Planning Commissioner for District II (Supervisor Sweeney))

Resolution - Action Requested 11288

**Appoint Merlin Jones as Planning Commissioner Representing District II for a Term
Coinciding with the Term of District II Supervisor Expiring January 6, 2025 (Thomas
Sweeney)**

Information

Department:	Planning	Sponsors:
Category:	Committee Membership - Appointment/Resignation	

Attachments

[201116 pc vacancies](#)
[jones redact](#)
[PUBLIC INPUT - Webform submission from Lorraine J. Freeman](#)
[PUBLIC INPUT - Email from Magnum Godfrey](#)
[PUBLIC INPUT - Email from Kathleen Armstrong](#)
[PUBLIC INPUT - Email from Shelly Texeira](#)
[PUBLIC INPUT - Email from Teri Alice](#)

Discussion

 [Add Comment](#)

January 3, 2021 Rene LaRoche, Clerk of the Board Mariposa County Board of Supervisors Re: Public Comment Item#CA11/Board of Supervisors Agenda: January 5, 2021 Dear Clerk and Board of Supervisors: As we enter what portends to be an incredibly challenging new year, I am greatly disappointed to see former Board Member Merlin Jones' name on the January 5th agenda as a proposed appointee for county planning commissioner. Mr. Jones openly promoted and voted for the bad code that would have been an existential threat to some of our community's most vulnerable members. At that time, we saw a stunning show of disapproval from a broad swath of our county, representing the whole political spectrum of citizens. To further promote him as an impartial voice with regards to this issue is backsliding at a time where we need leadership and guidance without prejudice. I find it hard to believe that is possible with his appointment. With complete respect for the duties of the Board, it is the time to move forward with an eye to the new economic realities and hard decisions in front of us. Bringing the same entrenched players to the table sends a discouraging message for the future of this County and to the citizens who came forward in October and November to oppose a clearly bad plan that Mr. Jones promoted. We need new leadership that represents these same people. The inability to personally appear due to the recent surge of COVID-19 in our county should not be conveniently used as a cloak to promote this appointment. It is imperative that Mr. Jones disclose any and all potential conflicts of interest on Form 700. Per the FPCC, "A public official cannot make or attempt to influence a governmental decision if it is reasonably foreseeable that the decision could have a "material financial effect" on his or her financial interests." I encourage the Board to table this vote and make a sincere effort to recruit suitable candidates within the District who will bring fresh and innovative solutions to the role. We need to promote trust in our local government during these unprecedented times. Sincerely, Kathleen A Armstrong Mariposa, CA

Posted by [Kathleen Armstrong](#) 9 days ago

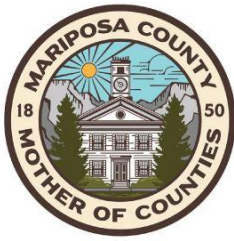
Hello Board, I would like to publicly voice my opinion on the agenda item to appoint Merlin Jones to the now vacant District 2 Planning Commissioner seat. Board members, the community's trust in you all has been greatly diminished in the last year and this action is going to only diminish it further. Mr. Sweeney and Mr. Forsythe, you both have had the opportunity to watch from the outside the community's dissatisfaction and anger directed at this board. I do believe you two would not want to make one of the first actions one which will further divide this community and its trust in you. Politicians are elected to perform the will of the people and by my letter and the letters of many other members of the community, this action is not the will of the people. Mr. Sweeney, I will say that you bringing this action item is an extreme disappointment to me. Quid pro quo was named word of the year in 2019 by Merriam Websters dictionary; let's not have it make a revisit for the new year. Furthermore, along the lines of unethical political practices - Mr. Jones, has been the subject of multiple Grand Jury investigations. He is an individual who attempted to raise his own pay and when it didn't go his way, punished the youth of this community by withholding a donation to the FFA program. He has complained since day one about the amount of money he spent doing his job as County Supervisor (as if we owe him a debt of gratitude for the job HE chose.) Mr. Jones has been the subject of controversy and investigation for years. Now, let me ask you: when you open your fridge and you smell something sour, do you close the door, letting the problem continue? No, you keep looking until you discover the source of the smell. When something doesn't smell quite right, such as Mr. Jones' constant shady behavior, there is usually a much larger, smellier problem you are soon to uncover. To conclude, I hope I, along with other members of the community, that we have made this an easy decision for you today. Please, consider the consequences of your actions before you make them. We, the people are the ones you work for. We hold the power the terminate your representation of us. Supervisor-elect Sweeney, let us not get off on the wrong foot. Thank you for your time, Nick Lambert

Posted by [Nick Lambert](#) 9 days ago

I object to Merlin Jones being appointed as a new Planning Commissioner because there is a great conflict of interest, with him being a developer. Furthermore, as a member of the Board of Supervisors, he tried very hard to impose rigid new planning codes upon the people in Mariposa County, which most people

object to. I consider his potential appointment to Planning Commissioner to be just another method for the County of Mariposa to overwhelm the rights and best interests of the people. Please do not do this. Mariposa government must represent the interests of the people. You promised that the Board of Supervisors would work with the people of Mariposa. Appointing Merlin Jones to a sensitive position such as Planning Commissioner when there is such profound conflict of interest is a slap in our face.
Posted by [Carole Beckham](#) 10 days ago

Should you experience any problems with this site, please contact the Mariposa County Clerk of the Board by email at board-clerk@mariposacounty.org, or by phone at 209.966.3222, Option 2.



MARIPOSA COUNTY

Board of Supervisors • 209-966-3222



H.1

MEETING: January 5, 2021

TO: The Board of Supervisors

FROM: Marshall Long, District III Supervisor

RE: Human Trafficking Month Proclamation

RECOMMENDATION AND JUSTIFICATION:

Proclaim the Month of January 2021 as "Human Trafficking Awareness Month" (Kaitlyn Wardle of Mountain Crisis Services and the CSEC Protocol Team).

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The Board has approved similar Proclamations in the past. During this past 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 Proclamation (PDF)

RESULT: ADOPTED [UNANIMOUS]

MOVER: Rosemarie Smallcombe, District I Supervisor

SECONDER: Miles Menetrey, District V Supervisor

AYES: Sweeney, Forsythe, Smallcombe, Long, Menetrey

The Mariposa County Board of Supervisors
proclaims

The Month of January 2021
as
“Human Trafficking Awareness Month”

WHEREAS, human trafficking is a modern form of slavery. It is also the second fastest growing criminal industry in the United States; and

WHEREAS, human trafficking endangers the lives of millions of people around the world; human trafficking networks operate both domestically and internationally, and the victims of this global tragedy are men, women, and children of all ages; and

WHEREAS, Polaris, a national human trafficking agency, reported post shelter in place of the pandemic, the number of crisis trafficking situations increased by more than 40 percent; and

WHEREAS, California continues to consistently report the highest human trafficking rates in the United States; and

WHEREAS, Mountain Crisis Services has assisted 2 human trafficking victims this year; and

WHEREAS, Mountain Crisis Services provided educational presentations for community partners to assist CSEC (Commercial Sexually Exploited Children) in Mariposa County; 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 2021 as “**Human Trafficking Awareness Month**” and participating in “**Human Trafficking Awareness Day**” on January 11, 2021; and

WHEREAS, we stand with those throughout the State of California who are working every day to end modern slavery, bring traffickers to justice, and empower survivors to reclaim their rightful freedom.

NOW, THEREFORE, BE IT KNOWN that the Board of Supervisors of Mariposa County, a political subdivision of the State of California, hereby proclaims the month of January 2021 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. Together we can continue to support all efforts related to human trafficking prevention, survivor assistance programs, and holding perpetrators accountable for their actions.

PASS AND ADOPTED by the Board of Supervisors of Mariposa County this 5th day of January 2021, by unanimous vote.

ROSEMARIE SMALLCOMBE, District I Supervisor

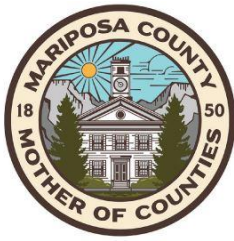
WAYNE FORSYTHE, District IV Supervisor

THOMAS SWEENEY, District II Supervisor

MILES MENETREY, District V Supervisor

MARSHALL LONG, District III Supervisor

Attachment: Human Trafficking Proclamation (2021-4 : Human Trafficking Month Proclamation)



MARIPOSA COUNTY

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



K.1

MEETING: January 5, 2021

TO: The Board of Supervisors

FROM: Rene LaRoche, Clerk of the Board

RE: Selection of LTC Chair 2021

RECOMMENDED ACTION AND JUSTIFICATION:

Selection of a Commissioner to act as the 2021 Local Transportation Commission Chair.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

Commissioner Long was the Chair in 2020, and Commissioner Jones was the Vice-Chair.

The Commission normally selects the Chair and Vice-Chair at its first meeting of the year. This is the first 2021 meeting for the Local Transportation Commission.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

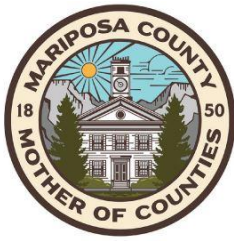
No selection will mean that the Commission will have to select an acting chair each time the Local Transportation Commission must meet.

RESULT: **ADOPTED [UNANIMOUS]**

MOVER: Miles Menetrey, District V Supervisor

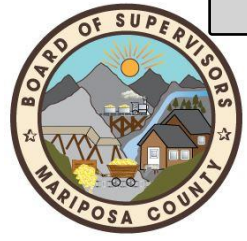
SECONDER: Wayne Forsythe, District IV Supervisor

AYES: Sweeney, Forsythe, Smallcombe, Long, Menetrey



MARIPOSA COUNTY

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



K.2

MEETING: January 5, 2021

TO: The Board of Supervisors

FROM: Rene LaRoche, Clerk of the Board

RE: Selection of LTC Vice-Chair 2021

RECOMMENDED ACTION AND JUSTIFICATION:

Selection of a Commissioner to act as the 2021 Local Transportation Commission Vice-Chair.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

Commissioner Jones was the Vice-Chair in 2020.

The Commission normally selects the Chair and Vice-Chair at its first meeting of the year. This is the first 2021 meeting for the Local Transportation Commission.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

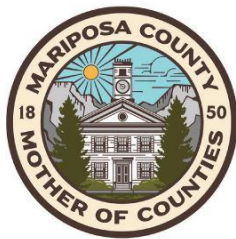
No selection will mean that the Commission will have to select an acting chair each time the Local Transportation Commission must meet.

RESULT: **ADOPTED [UNANIMOUS]**

MOVER: Miles Menetrey, District V Supervisor

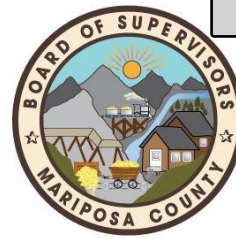
SECONDER: Rosemarie Smallcombe, District I Supervisor

AYES: Sweeney, Forsythe, Smallcombe, Long, Menetrey



MARIPOSA COUNTY

Public Works • 209 966 5356



MEETING: January 5, 2021

TO: The Board of Supervisors

FROM: Mike Healy, Public Works Director

RE: Authorize the Executive Director to Apply for Highway Improvement Project Funds

RECOMMENDED ACTION AND JUSTIFICATION:

Authorize the Executive Director to submit a request for Highway Infrastructure Program (HIP) funding in the amount of \$133,415 for the Major Collectors Striping Project.

The project consists of roadway striping in areas to the following Major Collector Road Sections:

Mt. Bullion Cutoff	Ben Hur Rd.
Summit Rd.	Triangle Rd.
E. Westfall Rd.	Merced Falls Rd.
E. Whitlock Rd.	

A NEPA document will be required and roadway striping has minimal impacts.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

HIP funds consist of three apportionments from the Federal Highway Administration (FHWA) for a total of \$133,415 for the restoration, repair, construction and other activities eligible under the Surface Transportation Program (STP) as defined within 23 U.C.S. 133(b).

Projects must be On-System. Major Collector Roads to qualify for the funding and improvements.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Should this request not be approved, the County must choose another project before the first apportionment is lost on 9/30/21.

ATTACHMENTS:

HIP Rural Apportionment 04.15.20 (PDF)

Major Collectors Striping HIP 2021 (PDF)

Local Transportation Commission 2021-3

RESULT: **ADOPTED [UNANIMOUS]**

MOVER: Rosemarie Smallcombe, District I Supervisor

SECONDER: Tom Sweeney, District II Supervisors

AYES: Sweeney, Forsythe, Smallcombe, Long, Menetrey

HIGHWAY INFRASTRUCTURE PROGRAM APPORTIONMENT DISTRIBUTION

Rural non-MPO Area ONLY

1	2	3	4	5	6	7
Rural Non-MPO Counties	FFY 2017/18 Apportionment ¹ (Obligate by 9/30/2021)	FFY 2018/19 Apportionment ² (Obligate by 9/30/2022)	FFY 2019/20 Apportionment ³ (Obligate by 9/30/2023)	Total Apportionment Available for Programming (Col 2 + Col 3 + Col 4)	Programmed Amount	Unobligat Balance (Col 5 - Col 6)
Alpine	\$ 3,048	\$ 4,294	\$ 1,247	\$ 8,589		\$ 8,589
Amador	\$ 98,811	\$ 139,217	\$ 40,418	\$ 278,446		\$ 278,446
Calaveras	\$ 118,233	\$ 166,581	\$ 48,363	\$ 333,177	\$ (284,814)	\$ 48,363
Colusa	\$ 55,562	\$ 78,284	\$ 22,728	\$ 156,574		\$ 156,574
Del Norte	\$ 74,216	\$ 104,566	\$ 30,358	\$ 209,140	\$ (209,140)	\$ 0
Glenn	\$ 72,950	\$ 102,782	\$ 29,840	\$ 205,573		\$ 205,573
Humboldt	\$ 349,222	\$ 492,029	\$ 142,849	\$ 984,099	\$ (841,250)	\$ 142,849
Inyo	\$ 48,110	\$ 67,783	\$ 19,679	\$ 135,572		\$ 135,572
Lake	\$ 167,746	\$ 236,342	\$ 68,616	\$ 472,703		\$ 472,703
Lassen	\$ 90,520	\$ 127,536	\$ 37,027	\$ 255,084		\$ 255,084
Mariposa	\$ 47,344	\$ 66,705	\$ 19,366	\$ 133,415		\$ 133,415
Mendocino	\$ 227,866	\$ 321,047	\$ 93,208	\$ 642,121	\$ (548,913)	\$ 93,208
Modoc	\$ 25,126	\$ 35,401	\$ 10,278	\$ 70,805		\$ 70,805
Mono	\$ 36,841	\$ 51,906	\$ 15,070	\$ 103,817	\$ (103,817)	\$ 0
Nevada	\$ 256,201	\$ 360,969	\$ 104,799	\$ 721,969	\$ (617,170)	\$ 104,799
Plumas	\$ 51,900	\$ 73,123	\$ 21,229	\$ 146,251		\$ 146,251
Sierra	\$ 8,405	\$ 11,842	\$ 3,438	\$ 23,685		\$ 23,685
Siskiyou	\$ 116,474	\$ 164,103	\$ 47,644	\$ 328,221		\$ 328,221
Tehama	\$ 164,628	\$ 231,949	\$ 67,341	\$ 463,917		\$ 463,917
Trinity	\$ 35,762	\$ 50,386	\$ 14,628	\$ 100,776		\$ 100,776
Tuolumne	\$ 143,621	\$ 202,352	\$ 58,748	\$ 404,720		\$ 404,720
Statewide Total	\$ 2,192,585	\$ 3,089,197	\$ 896,874	\$ 6,178,656	\$ (2,605,104)	\$ 3,573,552

Notes: 1844 2597 841 5282 totals entered by Lilibeth on Amendment 04.15.20

1. FFY 2017/18 Apportionment; Obligate by 9/30/2021 or lapse. Source FHWA N4510.826, 4/25/2018

2. FFY 2018/19 Apportionment; Obligate by 9/30/2022 or lapse; Source FHWA 4510.835, 3/15/2018

3. FFY 2019/20 Apportionment; Obligate by 9/30/2023 or lapse; Source FHWA 4510.835, 2/13/2020

4. Programmed Amount: Includes proposed and already programmed projects

Attachment: HIP_Rural Apportionment 04.15.20 (LTC-2021-3 : Authorize the Executive Director to Apply for Highway Improvement Project Funds)

HIGHWAY INFRASTRUCTURE PROGRAM (HIP)

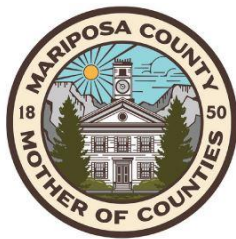
Major Collector Striping Project

\$20,000 for PE / \$113,000 for CON

Major Collectors (On-System) Only

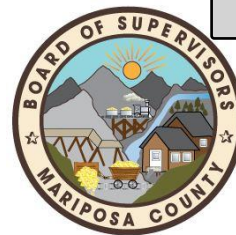
ROAD	WORK AREA	POST MILES	LENGTH	2020 STRIPING PROJECT	COMMENTS	COSTS
Bear Valley Rd.	West	10.00 - 20.70	56,496	--	Future CalOES Storm Repair	
Mt. Bullion Cutoff	West	10.00 - 13.11	16,421	--		13.11-10.00 \$ 16,421
Summit Rd.	East	10.00 - 10.35	1,848	--		10.35-10.00 \$ 1,109
E Westfall Rd.	East	10.00 - 10.85 and 12.87 - 13.87	9,768	--		10.85-10.00 \$ 2,693
E Whitlock Rd.	East	17.92 - 20.42	13,200	--		20.42-17.92 \$ 13,200
Ben Hur Rd.	West	10.00 - 28.31	96,677	--	Portion Restriped w/ Thermoplastic Fall '20 (15.00-18.50)	10.00-15.00 Add Edgelines \$ 36,960
Triangle Rd.	East	10.00 - 18.54	45,091	--	Portion Scheduled fo Construction Summer '21 (11.80-14.11)	18.54-14.11 11.80-10.00 Centerline Only \$ 19,737
Merced Falls Rd.	North	10.00 - 19.04	47,731	--	Future HSIP Epoxy Edgelines Portion Scheduled fo Construction Summer '23 (10.00-12.50)	19.04-12.50 \$ 20,719
Chowchilla Mountain Rd.	East	10.00 - 11.08	5,702	10.00-11.08		
Cole Road	East	10.00 - 11.86	9,821	10.00-11.86		
Darrah Rd.	East	10.00 - 14.98	26,294	10.00-14.98		
Harris Cutoff Rd.	East	10.00 - 11.94	10,243	10.00-11.94		
Hornitos Rd.	West	10.00 - 26.33	86,222	10.00-26.33		
Greeley Hill Rd.	North	10.00 - 23.00	68,640	10.42-23.00		
Main St. Coulterville	North	10.00-10.42	2,218	10.00-10.42		
Smith Station Rd.	North	10.00 - 14.00	21,120	10.00-14.00		
TOTAL CONSTRUCTION						\$ 110,838
Say w/ Contingency						\$ 113,000

Attachment: Major Collectors Striping HIP 2021 (LTC-2021-3 : Authorize the Executive Director to Apply



MARIPOSA COUNTY

Public Works • 209 966 5356



ORDINANCE 2021-1159

MEETING: January 5, 2021

TO: The Board of Supervisors

FROM: Mike Healy, Public Works Director

RE: Amend Ordinance 10.08.020 Seasonal No Parking on Individual Street Segments in Fish Camp

RECOMMENDED ACTION AND JUSTIFICATION:

Waive the Second Reading and Adopt "An Ordinance Amending Section 10.08.020 of the Mariposa County Code titled 'Stopping, Parking, or Standing Prohibited Where' by Adding Seasonal Provisions for Forest Drive Railroad Avenue, Laurel Way, Fish Camp Lane, and Silvertip Lane as Subsections T through X"

The new Subsections T - X shall read as follows:

Stopping, parking or standing prohibited

T. On either side of the road on Forest Drive from the intersection of Summit Road to Summit Road from November 1 through May 1 annually.

U. On either side of the road on Railroad Avenue from the intersection of Laurel to the end of Railroad Avenue from November 1 through May 1 annually.

V. On either side of the road on Laurel Way from the intersection of Railroad Avenue to the end of Laurel Way from November 1 through May 1 annually.

W. On either side of the road on Fish Camp Lane from the intersection of Highway 41 to the end of Fish Camp Lane from November 1 through May 1 annually.

X. On either side of the road on the entire length of Silvertip Lane from November 1 through May 1 annually.

The Board traditionally acts favorably when asked to consider Parking Ordinances that enhance the public safety either to pedestrians or vehicular traffic.

Recently the Board passed a similar Ordinance restricting Parking, Standing or Stopping on Highway 41 in the Fish Camp community due to traffic safety hazards caused by persons parking in the area near the US Forest Service (USFS) Goat Meadows Snow Play Area. Public safety and numerous resident complaints regarding traffic safety due to parking on adjacent streets are the motivation behind this action.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

On November 10, 2020 the Board of Supervisors passed Ordinance 2020-1156 restricting parking on Highway 41 in this general area due to traffic and pedestrian safety concerns, this action will address similar concerns in specific residential areas of the Fish Camp community.

The Board introduced this ordinance on December 15, 2020.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

If the Board does not approve, the ordinance will not continue in the process. No modifications can be made once an ordinance is introduced, consequently, any alterations desired after introduction would require the ordinance be re-introduced (at a new first reading) before the ordinance could be adopted at a second reading.

ATTACHMENTS:

Ord Amendment Seasonal No Parking Fish Camp (PDF)

Ord 10 08 020 HWY 41 (PDF)

Summary of Proposed Ord - Fish Camp Seasonal Parking(PDF)

RESULT: ADOPTED [UNANIMOUS]

MOVER: Miles Menetrey, District V Supervisor

SECONDER: Rosemarie Smallcombe, District I Supervisor

AYES: Sweeney, Forsythe, Smallcombe, Long, Menetrey

**AN ORDINANCE AMENDING SECTION 10.08.020 OF THE MARIPOSA
COUNTY CODE TITLED “STOPPING, PARKING, OR STANDING
PROHIBITED WHERE” BY ADDING SEASONAL PROVISIONS FOR FOREST
DRIVE, RAILROAD AVENUE, LAUREL WAY, FISH CAMP LANE, AND
SILVERTIP LANE AS SUBSECTIONS T THROUGH X**

WHEREAS, the Board of Supervisors desire to Establish a No Parking area between the dates of November 1 through May 1 annually on both sides of the street on Railroad Avenue from the intersection of Laurel to the end of Railroad Avenue; and

WHEREAS, the purpose of this Ordinance is the preservation of public peace, health and safety in the area described below; and

WHEREAS, parking in this area is hazardous both to the traveling public but also creates a safety hazard for the residents of this area of Railroad Avenue.

NOW, THEREFORE, the Board of Supervisors of the County of Mariposa does ordain as follows:

SECTION I: Section 10.08.020 entitled “Stopping, parking or standing prohibited”, shall be amended by adding Subsections T-X which shall read as follows:

10.08.020 Stopping, parking or standing prohibited where

No person shall stop, park or leave standing any vehicle, whether attended or unattended, in any of the following places:

T. On either side of the road on Forest Drive from the intersection of Summit Road to Summit Road from November 1 through May 1 annually.

U. On either side of the road on Railroad Avenue from the intersection of Laurel to the end of Railroad Avenue from November 1 through May 1 annually.

V. On either side of the road on Laurel Way from the intersection of Railroad Avenue to the end of Laurel Way from November 1 through May 1 annually.

W. On either side of the road on Fish Camp Lane from the intersection of HWY. 41 to the end of Fish Camp Lane from November 1 through May 1 annually.

X. On either side of the road on the entire length of Silvertip Lane from November 1 through May 1 annually.

SECTION II: This Ordinance shall become effective thirty (30) days after final passage pursuant to the provisions of Government Code Section 25123.

PASSED AND ADOPTED by the Board of Supervisors of Mariposa County this
 ____ day of _____ 2020 by the following vote

AYES:

NOES:

ABSENT:

ABSTAINED:

 Kevin Cann, Chair
 Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

RENE LA ROCHE
 Clerk of the Board

STEPVEN W. DAHLEM
 County Counsel



MARIPOSA COUNTY

Public Works - 209 966 5356



ORDINANCE

MEETING: November 10, 2020

TO: The Board of Supervisors

FROM: Mike Healy, Public Works Director

RE: Ordinance Amending County Code 10.08.020 State Highway 41 in Fish Camp

RECOMMENDED ACTION AND JUSTIFICATION:

Waive the Second Reading and Adopt an Ordinance Allowing for No Parking Area on the East and West Sides of State Highway 41 Within the State Highway Right-Of-Way in the Community of Fish Camp from Jackson Road to the Big Creek Crossing.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The Board traditionally acts favorably when asked to consider Parking Ordinances that enhance the public safety either to pedestrian and vehicular traffic.

Throughout the year vehicle parking along State Highway 41 in the general vicinity of the United States Forest Service (USFS) Goat Meadow / Snow Play Area have resulted in a significant safety concerns for pedestrian and vehicular traffic given number of vehicles that attempt to park alongside this very busy section of State Highway.

With the increased year round popularity of this USFS Facility, staff from the County, Caltrans and USFS all agree that the answer to maximizing safety in this area is through the actions proposed through this action.

October 27, 2020: Ordinance introduced.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

No changes can be made to the ordinance at the Second Reading. Consequently, the Board's only potential actions at this time are to approve the ordinance or not.

ATTACHMENTS:

Hwy 41 Fish Camp No Parking Ord. (PDF)

MARIPOSA COUNTY ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 10.08.020 OF THE MARIPOSA COUNTY CODE ENTITLED "STOPPING, PARKING OR STANDING PROHIBITED WHERE"

WHEREAS, the Board of Supervisors, with the written approval of Caltrans, desire to establish a No Parking area on the east and west sides of State Highway 41 within the State Highway right-of-way in the community of Fish Camp from Jackson Road to the Big Creek Crossing, and

WHEREAS, the purpose of this ordinance is the preservation of the public peace, health, and safety in the area described below; and

WHEREAS, parking in this area is hazardous for traffic traveling on this portion of State Highway 41.

NOW, THEREFORE, the Board of Supervisors of the County of Mariposa does ordain as follows:

SECTION I: Section 10.08.020 entitled "Stopping, parking, or standing prohibited where", shall be amended by adding Subsection "S" which shall read in its entirety as follows:

10.08.020 Stopping, parking, or standing prohibited where.

No person shall stop, park, or leave standing any vehicle, whether attended or unattended, in any of the following places:

S. On the east and west sides of State Highway 41 within the State Highway right-of-way in the community of Fish Camp from Jackson Road to the Big Creek Crossing.

SECTION II: This Ordinance shall become effective thirty (30) days after final passage pursuant to the provisions of Government Code Section 25123.

PASSED AND ADOPTED by the Board of Supervisors of Mariposa County this ____ day of _____ 2020 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

KEVIN CANN, Chair
Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

RENE LA ROCHE
Clerk of the Board

STEVEN W. DAHLEM
County Counsel

Attachment: Hwy 41 Fish Camp No Parking Ord. (11105 : Ordinance Amending County Code 10.08.020 State Highway 41 in Fish Camp)

Attachment: Ord 10 08 020 HWY 41 (2021-ORD-1159 : Amend Ordinance 10.08.020 Seasonal No Parking on Individual Street Segments in Fish

MARIPOSA COUNTY BOARD OF SUPERVISORS

SUMMARY OF A PROPOSED ORDINANCE AMENDING SECTION 10.08.020

Notice is hereby given that on **Tuesday, January 5, 2020 at 9:00** or as soon thereafter as possible, at its regularly scheduled meeting, the Mariposa County Board of Supervisors will consider adoption of an ordinance amending Section 10.08.020 of the County Code titled "Stopping, Standing, or Parking Prohibited," to add subsections T – X, if introduction is approved on Tuesday, December 15, 2020. The Proposed change is as follows:

Section I: Stopping, parking or standing prohibited

T. On either side of the road on Forest Drive from the intersection of Summit Road to Summit Road from November 1 through May 1 annually.

U. On either side of the road on Railroad Avenue from the intersection of Laurel to the end of Railroad Avenue from November 1 through May 1 annually.

V. On either side of the road on Laurel Way from the intersection of Railroad Avenue to the end of Laurel Way from November 1 through May 1 annually.

W. On either side of the road on Fish Camp Lane from the intersection of HWY. 41 to the end of Fish Camp Lane from November 1 through May 1 annually.

X. On either side of the road on the entire length of Silvertip Lane from November 1 through May 1 annually.

Section II: This ordinance shall become effective thirty (30) days after final passage pursuant to Government Code Section 25123.

A certified copy of this ordinance is posted for public review in the Office of the Clerk of the Board of Supervisors at 5100 Bullion Street, Mariposa, CA, and is available for public inspection and copying in that office in accordance with the California Public Records Act, Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1.

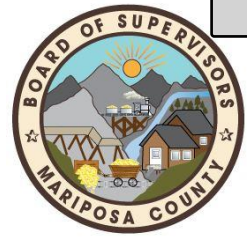
Rene LaRoche

Clerk of the Board



MARIPOSA COUNTY

Administration • 966-3222



L.2

RESOLUTION - ACTION REQUESTED 2021-12

MEETING: January 5, 2021

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Darrah Schoolhouse Bids / Lease

RECOMMENDATION AND JUSTIFICATION:

Open Sealed Bids for the Darrah Schoolhouse Lease; Award the Successful Bid; and Authorize the Board of Supervisors Chair to Sign a Lease with the Terms Specified (Subject to Approval as to Legal Form by County Counsel).

Staff recommends accepting sealed bids that have been submitted for the lease of the Darrah Schoolhouse. If the highest bid is from a responsible party, aligns with the specified use, and exceeds the advertised minimum terms, staff further recommends award of the lease.

Various community needs assessments and surveys have identified the need for additional child care and preschool facilities in Mariposa County. The Darrah Schoolhouse housed the Kiwanis Preschool from 2007 - 2018 and continues to be a suitable site for the care and education of young children.

Pursuant to California Government Code Section 25526, the County has noticed the desire to lease property at 5991 Darrah Road, commonly known as the Darrah Schoolhouse, for use related to the care and education of young children. The proposed term is for December 1, 2020 - June 30, 2024. The minimum consideration, as included in the notice, is one hundred dollars (\$100) per month for the first three months, seven hundred dollars (\$700) per month for months four through six, and one thousand dollars (\$1,000) per month thereafter. A copy of the remaining terms in the proposed lease is attached for reference.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

California Government Code Sections 25520 - 25539.10 prescribe the process for the lease of County property valued over two thousand dollars (\$2,000). The first step, adoption a resolution of intention to lease by two-thirds vote, was completed on October 27, 2020, with Resolution 2020-645. The resolution of intention must then be noticed for at least three weeks; this was done in the Mariposa Gazette.

Sealed bids from parties interested in leasing the advertised property are required to be submitted on or before the date specified in the resolution (November 24, 2020). At

the regularly-scheduled board meeting on this date, the board chair will open and announce the sealed bids and call for oral bids. New oral bids may then be offered, each at least five percent more than the highest proposal. Bidders must submit payment for no less than ten percent of the sales price at the time of bidding.

Upon completion of the bidding, the Board can make an immediate decision but may take up to ten days to either accept the highest bid or reject all bids. Staff will then receive direction to either execute the sale or move forward in some other way.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Reject all bids. The Darrah Schoolhouse will remain vacant at this time. The Board may provide direction related to the use or future lease of the property.

Continue the item for a decision at a future date. The Board has up to ten days to select the highest bid or reject all bids.

FINANCIAL IMPACT:

The proposed lease will generate not less than \$39,400 over 43 months.

ATTACHMENTS:

Darrah Schoolhouse Blank Lease (PDF)

RESULT: ADOPTED [UNANIMOUS]

MOVER: Miles Menetrey, District V Supervisor

SECONDER: Wayne Forsythe, District IV Supervisor

AYES: Sweeney, Forsythe, Smallcombe, Long, Menetrey

LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into in the County of Mariposa, State of California, as of November 24th, 2020, by and between the County of Mariposa, hereinafter called **LESSOR**, and _____, hereinafter called **LESSEE**.

WITNESSETH

WHEREAS, the **LESSOR** owns real property located in the County of Mariposa commonly known as the Darrah Schoolhouse; and

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

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

1. **PREMISES**: The leased **PREMISES** is the real property located at 5991 Darrah Road, in the County of Mariposa, commonly known as Darrah Schoolhouse.

2. **CONSIDERATION/TERM**: For and in consideration of One Hundred Dollars (\$100) per month for the first three months, Seven Hundred Dollars (\$700) per month for months four, five and six, and One Thousand Dollars (\$1,000) per month thereafter. **LESSOR** agrees to lease the real property described above, inclusive of all utilities, commencing December 1, 2020, and concluding on June 30, 2024. This Lease is renewable thereafter as mutually agreed by the **LESSOR** and **LESSEE**.

3. **USE**: The **PREMISES** which are the subject of this Lease shall be used as a preschool and childcare facility. **LESSEE** hereby warrants that it is licensed to operate a preschool and childcare facility. **LESSEE** will have exclusive use of the property during operating hours.

Public access to the park and playground area will be permitted on Saturdays, Sundays, and weekdays after 6 PM.

4. **COMPLIANCE WITH LAW:** As required by California Civil Code section 1938, Lessor represents that premises have not undergone inspection by a Certified Access Specialist (CAsp). **LESSOR** warrants that the **PREMISES** is at the time of this Lease in compliance with all laws and ordinances.

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

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

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

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

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

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

12. **POSSESSORY INTEREST:** **LESSEE** recognizes and understands that to the extent this Lease may or may not create a possessory interest subject to property taxation that the **LESSEE** is solely responsible for the payment of any taxes levied or assessed on the Leased **PREMISES**. **LESSOR** expresses no opinion on the taxable affect of this Lease.

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

limited to, all costs of defense thereof, caused by or arising out of, or in any way related to **LESSOR'S** obligations to maintain and repair the **PREMISES**, or any negligence of **LESSOR**, or any structural or other defects of the **PREMISES**.

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

A. Minimum Scope And Limit Of Insurance

Coverage shall be at least as broad as:

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

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

(3) Property insurance against all risks of loss to any tenant improvements or betterments, at full replacement cost with no coinsurance penalty provision.

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

B. Other Insurance Provisions

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

(1) Additional Insured Status: **COUNTY**, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of **LESSEE** including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the **LESSEE**'s insurance at (least as broad as ISO Form CG 20 10.

(2) Primary Coverage: For any claims related to this contract, the **LESSEE**'s insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the **COUNTY**, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the **COUNTY**, its officers, officials, employees, or volunteers shall be excess of the **LESSEE**'s insurance and shall not contribute with it.

(3) Notice of Cancellation: Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to **COUNTY**.

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

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

(6) Self-Insured Retentions: Self-insured retentions must be declared to and approved by **COUNTY**. At the option of **COUNTY**, either: **LESSEE** shall obtain coverage to reduce or eliminate such self-insured retentions as respects **COUNTY**, its officers, officials, employees, and volunteers; or **LESSEE** shall provide a financial guarantee satisfactory to **COUNTY** guaranteeing payment of losses and related investigations, claim administration, and defense expenses. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or **COUNTY**.

(7) Verification of Coverage: **LESSEE** shall furnish **COUNTY** with original certificates and amendatory endorsements or copies of the applicable policy language providing the insurance coverage required above. All certificates and endorsements are to be received and approved by **COUNTY** before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the **LESSEE**'s obligation to

provide them. **COUNTY** reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

(8) Waiver of Subrogation: **LESSEE** hereby grants to **COUNTY** a waiver of any right to subrogation which any insurer of said **LESSEE** may acquire against **COUNTY** by virtue of the payment of any loss under such insurance. This provision applies regardless of whether or not **COUNTY** has received a waiver of subrogation endorsement from the insurer.

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

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

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

17. **TERMINATION PRIOR TO EXPIRATION:**

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

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

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

B. **LESSEE** shall have the right to immediately terminate this Lease without cost if the State of California is unwilling to issue a license due to building conditions.

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

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

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

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

20. **NOTICES:** Any notice to the **LESSEE** shall be sufficient if sent by certified mail, postage prepaid, addressed to **LESSEE** at [REDACTED]. Any notice to the **LESSOR** shall be sufficient if sent by certified mail, postage prepaid, addressed to the County Administrative Officer, County of Mariposa, P.O. Box 784, Mariposa, CA 95338.

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

22. **SUCCESSOR:** This Lease shall be binding upon and inure to the benefit of all the heirs, successors and assigns of the parties.

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

LESSOR:

LESSEE:

Kevin Cann, Chair
Mariposa County Board of Supervisors

Attachment: Darrah Schoolhouse Blank Lease (RES-2021-12 : Darrah Schoolhouse Bids / Lease)

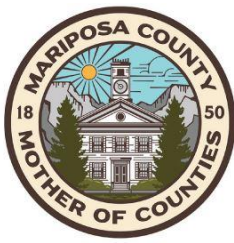
ATTEST:

APPROVED AS TO FORM:

RENE LAROCHE
Clerk of the Board

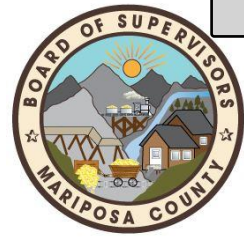
STEVEN W. DAHLEM
County Counsel

Attachment: Darrah Schoolhouse Blank Lease (RES-2021-12 : Darrah Schoolhouse Bids / Lease)



MARIPOSA COUNTY

Administration • 966-3222



L.3

RESOLUTION - ACTION REQUESTED 2021-13

MEETING: January 5, 2021

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: HOME Subrecipient Agreement

RECOMMENDATION AND JUSTIFICATION:

Approve a Sub-Recipient Agreement with Self-Help Enterprises for 2019 HOME Funds for Mortgage Assistance and Owner Occupied Housing Rehabilitation; and Authorize the Board of Supervisors Chair to Sign the Agreement.

Mariposa County has been awarded a 2019 Home Investment Partnership Program(HOME) grant for the amount of \$500,000. \$250,000 in Mortgage Assistance and \$250,000 in Owner Occupied Housing Rehabilitation. Staff is recommending that the County enters into a subrecipient agreement for the awarded 2019 HOME funds with Self-Help Enterprises for the administration and implementation of the 2019-HOME program.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The County of Mariposa is developing a housing assistance program with Self-Help Enterprises. Potential funding sources will come from state and federal funds under the HOME, CDBG and CalHome programs. Mortgage Assistance funds will be used as part of this program to assist low and moderate income residents with gap funding and down payment assistance for first time home buyers. Owner Occupied Housing rehabilitation funds can be used to assist low and moderate income resident rehabilitate their housing and repair health and safety issues.

RES 2019-2024 6th Cycle Housing Element adopted to General Plan. As stated in section 8.6.03(B) and (E) of the Housing Element the County will make every effort possible to provide housing that is affordable to all economic segments of the community and promote the rehabilitation of the County's housing stock.

RES 2019-699 Adopt Guidelines for HOME, CDBG and CalHome First Time Homebuyers Assistance and Owner Occupied Rehabilitation. The County adopted guidelines for the implementation of HOME, CDBG and CalHome

RES 2019-701 HOME Investment Partnership Program. County applied for HOME Funds in Mortgage assistance and Owner Occupied Rehabilitation.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The County could administer and implement the HOME program on it's own, though it is not experienced with implementing this type of program.

FINANCIAL IMPACT:

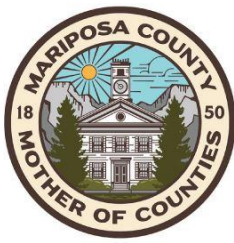
The County will not gain any general administration funds from this grant. The County will have to spend limited staff time to sponsor the funds.

RESULT: ADOPTED [UNANIMOUS]

MOVER: Rosemarie Smallcombe, District I Supervisor

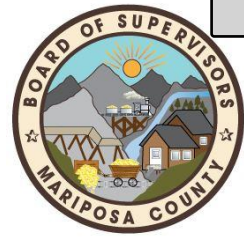
SECONDER: Wayne Forsythe, District IV Supervisor

AYES: Sweeney, Forsythe, Smallcombe, Long, Menetrey



MARIPOSA COUNTY

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



L.4

RESOLUTION - ACTION REQUESTED 2021-14

MEETING: January 5, 2021

TO: The Board of Supervisors

FROM: Rene LaRoche, Clerk of the Board

RE: Set the Board's Meeting Schedule for 2021

RECOMMENDATION AND JUSTIFICATION:

Set the Board's 2021 meeting schedule.

Under Mariposa County Code (MCC) Chapter 2.04 (attached,) the Board must hold regular meetings the first four Tuesdays of every month, unless there is a county-wide election, or a meeting is cancelled or rescheduled by Board action. What the Board is now being asked to consider, are deviations to that schedule; specifically, the addition of one Special Meeting in January, and the cancellation of two Regular Meetings (one in September and the other in December.)

In considering the 2021 schedule, the first thing to note is that there are no elections this year and, consequently, no meeting cancellations for one.

Additionally, unlike past years, the 2021 schedule does not set any Special Meetings for Department Head Performance Reviews. For the last two years, it has been necessary to conduct the reviews at the end of multiple, Regular Meetings due to various emergencies and scheduling conflicts. While scheduling in this way caused the evaluations to span a greater number of weeks, it better suited the needs of the Board and the Department Heads. Consequently, staff is proposing to continue scheduling reviews on Regular Meeting dates going forward, most likely beginning in late April or early May (depending on schedules.)

In terms of conferences and outside meetings, much of that information is still unavailable for many of the events that the Board normally attends and, therefore, not considered here. Additional items will be brought before the Board should those events be scheduled in ways that conflict with the meeting schedule.

Given the above, the only changes recommended to the Board's meeting schedule are the following:

Addition of one Special Meeting:

- **January 6 - 8, 2021** - for the annual Strategic Planning Retreat

Cancellation of the following two Regular Meetings:

- **September 7, 2021** - the day after Labor Day
- **December 28, 2021** - the week between Christmas and New Year's Day

Chapter 2.64.020 of the County Code regarding Legal Holidays, as well as the list of 2021 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 schedule 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:

2021 Calendar - Proposed (PDF)
2021 BOS Meeting Schedule - Proposed (PDF)
Legal Holidays for 2021 (PDF)
County Code 2.04 - BoS Meetings (PDF)
County Code 2.64 Hours and Holidays (PDF)

RESULT: ADOPTED [UNANIMOUS]

MOVER: Rosemarie Smallcombe, District I Supervisor

SECONDER: Tom Sweeney, District II Supervisors

AYES: Sweeney, Forsythe, Smallcombe, Long, Menetrey

Board of Supervisors

2021

January						
S	M	T	W	T	F	S
					1	2
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10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

February						
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14	15	16	17	18	19	20
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28						

March						
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28	29	30	31			

April						
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May						
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23	24	25	26	27	28	29
30	31					

June						
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27	28	29	30			

July						
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25	26	27	28	29	30	31

August						
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15	16	17	18	19	20	21
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29	30	31				

September						
S	M	T	W	T	F	S
			1	2	3	4
5	6	X	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
31						

November						
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				

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
26	27	X	29	30	31	

 Holiday

 5th Tuesday

 Sept. TBD: RCRC Annual Meeting

 Meeting Cancelled

 Meeting Date

 May TBD: CSAC Legislative Conf. -
(Usually Thurs. & Fri.)

 Feb 20 - 24: NACo Leg. Conference (D.C.)

 Special Meetings

 Nov. 30 - Dec 3: CSAC Annual Meeting

 May TBD: NACo West. Interstate Reg. Conf

 July 16-19: NACo Annual Conference (Austin, Tx)
Holidays:

Jan. 1st - New Years

Jan. 18 - Martin Luther King Day

Feb. 15th - Presidents' Day

May 31st - Memorial /Day

July 5th - Independence Day

Sept. 6th - Labor Day

Oct. 11th - Columbus Day

Nov. 11th - Veterans Day

Nov. 25th & 26th - Thanksgiving

Dec. 24th - Christmas

Special Meetings:

Jan. 6th, 7th & 8th: Strategic Planning

2021 Board of Supervisors Meeting Schedule (Proposed)

JANUARY:

January 5th

January 6th, 7th, and 8th – SPECIAL MEETING (Strategic Planning)

January 12th

January 19th

January 26th

FEBRUARY:

February 2nd

February 9th

February 16th

February 23rd

MARCH:

March 2nd

March 9th

March 16th

March 23rd

March 30th *No Board meeting - Fifth Tuesday*

APRIL:

April 6th

April 13th

April 20th

April 27th

MAY:

May 4th

May 11th

May 18th

May 25th

JUNE:

June 1st

June 8th

June 15th

June 22nd

June 29th *No Board meeting - Fifth Tuesday*

JULY:

July 6th

July 13th

July 20th

July 27th

AUGUST:**August 3rd****August 10th****August 17th****August 24th****August 31st***No Board meeting - Fifth Tuesday***SEPTEMBER:**★ **September 7th - CANCELED (Follows Labor Day)****September 14th****September 21st****September 28th****OCTOBER:****October 5th****October 12th****October 19th****October 26th****NOVEMBER:****November 2nd****November 9th****November 16th****November 23rd****November 30th***No Board meeting - Fifth Tuesday***DECEMBER:****December 7th****December 14th****December 21st**★ **December 28th - CANCELED for holidays****JANUARY 2022:****January 4th**

Legal Holidays for 2021

The following are established as legal holidays in the County, pursuant to Government Code Sections 67000, 10953, and 19854:

	<i>2021</i>
New Year's Day	Friday, January 1 st
Birthday of Martin Luther King, Jr.	Monday, January 18 th
Washington's Birthday	Monday, February 15 th
Memorial Day	Monday, May 31 st
Independence Day	Monday, July 5 th
Labor Day	Monday, September 6 th
Columbus Day	Monday, October 11 th
Veterans Day	Thursday, November 11 th
Thanksgiving Day	Thursday & Friday, November 25 th & 26 th
Christmas Day	Friday, December 24 th
New Year's Day, 2022	Friday, December 31 st

2.04 Meetings Of Board Of Supervisors

2.04.010 Regular Meeting Time And Place

2.04.020 Canceling Or Rescheduling Of Meetings

2.04.010 Regular Meeting Time And Place

Regular meetings of the board of supervisors shall be held at the Mariposa county government center in the town of Mariposa on the first four Tuesdays of each month at 9:00 a.m. for the transaction of any and all business which may come before the board, both as a board of supervisors and as the board of directors of the following districts:

- A. County Service Area 1M (Don Pedro Subdivision), and
 - 1. Mariposa Pines Sewer Zone
 - 2. Sewer Zone (Don Pedro Subdivision)
 - 3. Coulterville Sewer and Water Zone
- B. Mariposa Parking District
- C. Wawona County Services Area 2W
- D. Hornitos Lighting District
- E. Mariposa Lighting District
- F. Coulterville Lighting District
- G. Mariposa County Air Pollution Control District
- H. Yosemite West Maintenance District
 - I. Mariposa County Water Agency
 - J. Mariposa County Local Transportation Commission
 - K. Housing and Community Development Agency
 - L. Redevelopment Agency of the County of Mariposa

In the event any Tuesday should be a legal holiday, the regular meeting of the board, both as board of supervisors and as the board of directors of the above districts and/or agencies, shall be held at 9:00 a.m. at the above-mentioned place on the next succeeding day which is not a legal holiday. In the event any Tuesday should be a county-wide election day, then and in such event, the regular meeting of the board, both as a board of supervisors and as the board of directors of the above districts and/or agencies, shall be held at 9:00 a.m. at the above-mentioned place on the next succeeding Tuesday.

HISTORY

Adopted by Ord. [631](#) on 11/20/1984

Amended by Ord. [648](#) on 11/19/1985

Amended by Ord. [756](#) on 10/17/1989

Amended by Ord. [866](#) on 12/14/1993

Amended by Ord. [986](#) on 5/13/2013

2.04.020 Canceling Or Rescheduling Of Meetings

- A. Notwithstanding anything to the contrary contained in Mariposa County Code 2.04.010, the board of supervisors may, by majority vote, cancel or reschedule any regular meeting of the board, both as a board of supervisors and as the board of directors of the above districts and/or agencies. Any cancellation or rescheduling of a regular board meeting shall be conducted in open session at a regular meeting of the board.
- B. In addition, the chairperson of the board of supervisors may cancel, or delay the start of, any regular meeting in those instances where the agenda review committee determines that there is a need to cancel or delay said meeting. The agenda review committee may meet via phone, email, or other electronic means and shall be comprised of the board chair, county administrative officer, county counsel, and clerk of the board. Notices of cancellation or delay shall be immediately served upon the remaining board members in person or by email, and shall be posted by the clerk of the board in the same manner as a regular meeting agenda.

HISTORY

Adopted by Ord. [631 Sec. 1](#) on 11/20/1984

Amended by Ord. [648 Sec. 1](#) on 11/19/1985

Amended by Ord. [1150 Sec.1](#) on 3/24/2020

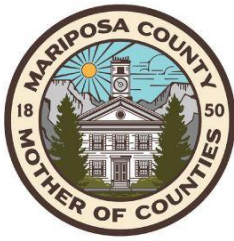
2.64.020 Legal Holidays

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).

HISTORY

Adopted by Ord. [757 Sec. 1](#) on 11/14/1989



MARIPOSA COUNTY

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



L.5

MEETING: January 5, 2021

TO: The Board of Supervisors

FROM: Rene LaRoche, Clerk of the Board

RE: 2021 Policy Area Liaisons

RECOMMENDATION AND JUSTIFICATION:

Review and Select Board Members to Serve as 2021 Policy Area Liaisons.

Attached is the 2020 list of Board member assignments. The list shows the policy area groupings, the departments falling under those policy areas, and the two Board members who were appointed to each policy area.

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 and remain in compliance with the Brown Act. It 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.

Generally, only routine matters are discussed on this level. The expectation remains that issues requiring either an action or more robust conversations will still be scheduled before the full Board, as needed.

The policy groups are considered and reviewed annually to ensure that representation still aligns with Board wishes. Staff is now requesting that the Board review the attached 2020 list of Policy Area assignments 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 members per policy area. Additionally, the Board has, from time-to-time, considered and changed the functional areas. The last such change occurred in 2019 when changes were needed due to the consolidation of multiple departments.

Agenda Item - No Resolution Requested

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:

2020 Board Liaisons - Comprehensive List (PDF)

RESULT: DIRECTION GIVEN

2020 Board Liaisons

BOARD LIAISON - AIRPORT:
SUPERVISORS MENETREY and LONG
Policy Areas:

Airport

Departments:

Public Works Department

BOARD LIAISON – DEVELOPMENTAL SERVICES:
SUPERVISORS JONES and MENETREY
Policy Areas:

Advertising and Economic
Development/Chamber
Housing Element
Natural Resources

Departments:

HSD/Housing and Community
Development:
Economic Development
Building Department
Local Agency Formation Commission
Planning Department
Environmental Health

BOARD LIAISON - FIRE:
SUPERVISORS JONES and LONG
Policy Areas:

Fire Services

Departments:

Fire

BOARD LIAISON - FISCAL & EDUCATIONAL SERVICES:
SUPERVISORS JONES and LONG
Policy Areas:

Agriculture
Audits
Fish and Game
Future Plant Acquisition -
Capital Improvements
Insurance
Library

Departments:

Agricultural Commissioner
Assessor-Recorder
Auditor
Data Processing/Technical Services
Farm Advisor/Cooperative Extension
Library
Risk Management
Treasurer-Tax Collector

BOARD LIAISON - GEN. GOVERNMENT:
SUPERVISORS JONES and LONG
Policy Areas:

Administrative
Fire Services
Personnel
Personnel Salaries
Reserve for Contingency

Departments:

Administration
Assessment Appeals
Board of Supervisors
Clerk of the Board
County Clerk
County Counsel
Elections
Grand Jury
Human Resources

Attachment: 2020 Board Liaisons - Comprehensive List (11049 : 2021 Policy Area Liaisons)

BOARD LIAISON - HEALTH AND HUMAN SERVICES:**SUPERVISORS SMALLCOMBE and CANN****Policy Areas:**

Alcohol and Drug
Health
Medical Care
Mental Health
Senior Issues
Social Services

Departments:

Air Pollution
Health (*excluding Environmental Health*)
Human Services Department
 Alcohol and Drug
 Mental Health
 Social Services
 Public Guardian/Conservator
Community Services Department
 Senior Nutrition
 Senior Services
 Veterans Services

BOARD LIAISON – INFRASTRUCTURE:**SUPERVISORS JONES and MENETREY****Policy Areas:**

Cemetery
Parks & Recreation
Public lands
Roads
Transit

Departments:

Public Works Department:
 Administration
 Facilities Maintenance
 Engineering
 Parks
 Projects
 Recreation
 Roads
 Transportation Planning
 Vehicle Maintenance
Transit

BOARD LIAISON – JUSTICE SYSTEM SERVICES:**SUPERVISORS MENETREY and CANN****Policy Areas:**

Animal Control
Courts
Jail Construction
Law Enforcement

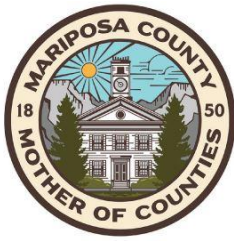
Departments:

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

BOARD LIAISON – SOLID WASTE:**SUPERVISORS JONES and CANN****Policy Areas:**

Solid Waste/Hazardous Waste

Departments:Public Works Department:
Solid Waste Enterprise**BOARD LIAISON – WATER:****SUPERVISORS SMALLCOMBE & CANN****Policy Areas:**Special Districts
Water**Departments:**Public Works Department:
Special Districts
Water Agency



MARIPOSA COUNTY

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L.6

MEETING: January 5, 2021

TO: The Board of Supervisors

FROM: Rene LaRoche, Clerk of the Board

RE: 2021 Contact Area Liasons Selection

RECOMMENDATION AND JUSTIFICATION:

Appoint Board Members as Contact Area liaisons for 2021.

Attached is the 2020 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 representation.

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.

On January 11, 2011, the Board clarified that these are Contact Areas versus Ad Hoc Committees.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Do not appoint and risk that items of interest to the County go unmonitored.

ATTACHMENTS:

Contact Area Liaisons 2020 (PDF)

RESULT: DIRECTION GIVEN

BOARD MEMBER CONTACT AREAS**2020*****CHAMBER OF COMMERCE***

Supervisors Miles Menetrey and Marshall Long

FERGUSON PROJECT

Supervisors Rosemarie Smallcombe and Kevin Cann;
(CAO is the lead contact person)

JOHN C FREMONT HEALTHCARE DISTRICT

Supervisors Rosemarie Smallcombe and Kevin Cann

STATE MINERAL MUSEUM

Supervisors Merlin Jones and Marshall Long

YOSEMITE GATEWAY PARTNERS

Supervisors Rosemarie Smallcombe and Miles Menetrey

YOSEMITE NATIONAL PARK SERVICE ISSUES

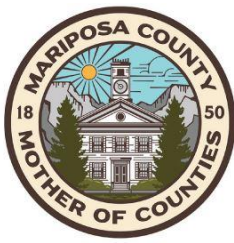
Supervisors Rosemarie Smallcombe and Miles Menetrey

January 7, 2020

Contact Area Liaisons

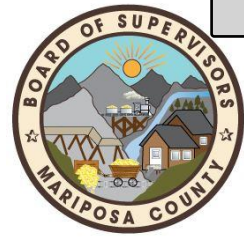
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Attachment: Contact Area Liaisons 2020 (11050 : 2021 Contact Area Liaisons Selection)



MARIPOSA COUNTY

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L.7

RESOLUTION - ACTION REQUESTED 2021-15

MEETING: January 5, 2021

TO: The Board of Supervisors

FROM: Rene LaRoche, Clerk of the Board

RE: Selection of Board Members as 2021 Agency Representatives

RECOMMENDATION AND JUSTIFICATION:

Selection of Board members as 2021 agency representatives. Attached is the 2020 list of agencies with Board member representation. Review of that list, and changes as determined by the Board of Supervisors, are now needed

Please note that the by-laws for the Calaveras-Mariposa Community Action Agency (CAA) call for an alternate to be selected for each Board member representative; and that a First Alternate needs to be named for the Golden State Finance Authority (GSFA), as well as for Rural County Representatives of California (RCRC.)

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The Board annually reviews and updates its representation on agencies.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Take no action and the Board will have no representation on various agencies.

ATTACHMENTS:

2020 Agencies with Board Member Representation (PDF)

RESULT: ADOPTED [UNANIMOUS]

MOVER: Wayne Forsythe, District IV Supervisor

SECONDER: Tom Sweeney, District II Supervisors

AYES: Sweeney, Forsythe, Smallcombe, Long, Menetrey

AGENCIES WITH BOARD MEMBER REPRESENTATION 2020

Area Agency on Aging/PSA 12:

Representative – Supervisor Smallcombe;
Alternate - Supervisor Menetrey

Calaveras-Mariposa Community Action Agency:

Representative - **Supervisor Jones**; Alternate - Supervisor Smallcombe
Representative - Supervisor Long; Alternate - **Supervisor Cann**

California State Association of Counties (CSAC):

Director - Supervisor Menetrey;
Alternates – Remaining Board members

CSAC Excess Insurance Authority/(EIA) Liability Insurance:

Representative - County Counsel;
Alternate – Assistant County Counsel

Central Sierra Connect (CSC) Policy and Technical Committees:

Representative - Supervisor Smallcombe;
Alternate - Supervisor Long;
Staff – Dallin Kimble/County Administrative Officer, or designee

Central Sierra Economic Development District Committee (CSEDD):

Representative - Supervisor Long;
Alternate - **Supervisor Jones**;
Citizen Member – Tara Schiff;
Alternate Citizen Member - vacant

County Medical Services Program (CMSP):

Representative - Supervisor Menetrey; Alternate - Supervisor Smallcombe

Foreign Trade Zone Advisory:

Member - Supervisor Smallcombe

Job Connection Mariposa Governing Board (Mother Lode Job Training):

Representative - Supervisor Long;
Alternate - Supervisor Smallcombe

Joint Powers Authority of the Central Sierra Economic Development District (CSEDD):

Representative - Supervisor Long;
Alternate - **Supervisor Jones**

Mountain Counties Air Basin:

Representative - **Supervisor Cann**;
Alternate – Supervisor Menetrey

Mountain Valley Emergency Medical Services Agency and Regional Advisory Board:

Representative - Supervisor Menetrey;
Elected Alternate - Supervisor Smallcombe;
Alternate/Chairman of EMCC

Rev: 01/07/20

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National Association of Counties (NACO):

Representative - Supervisor Cann;

Alternates - Supervisors Long, Jones, Smallcombe, Menetrey

Rural County Representatives of California (RCRC):

Representative - Supervisor Cann; First Alternate - Supervisor Menetrey;

Remaining Alternates - Supervisors Smallcombe, Jones, and Long

*Note: Supervisors Cann and Menetrey are Representatives for Golden State Finance Authority (GSFA)***RCRC - Environmental Services JPA's for Solid Waste:**

Representative - Supervisor Cann;

Alternates - Public Works Director, Solid Waste Manager

Golden State Finance Authority (GSFA):

(typically the same representatives are named for the RCRC)

Representative - Supervisor Cann; First Alternate - Supervisor Menetrey;

Per Maggie Chui/RCRC, cannot name remaining board members as alternates any longer.San Joaquin Valley Regional Association of California Counties:**

Representative – Supervisor Cann (typically the Board Chair)

Sierra Nevada Conservancy:

Representative to the Sub-region for Mariposa - Supervisor Smallcombe;

Alternate - Supervisor Cann

SouthWest InterFace Team (SWIFT)

Representative – The District II Supervisor

Yosemite Area Regional Transportation System (YARTS) JPA:

Representative - Supervisor Smallcombe;

Second Board Representative - Supervisor Menetrey;

Alternates: Supervisors Jones, Long, and Cann

Yosemite/Mariposa County Tourism Bureau:

Representative - Supervisor Long;

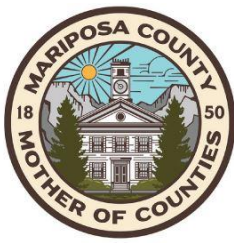
Second Board Representative - Supervisor Menetrey

Alternates – Remaining Board members

Yosemite/Sequoia Resource Conservation and Development Council:

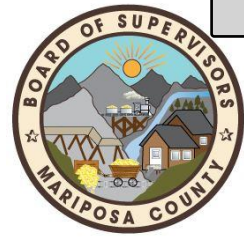
Representative - Supervisor Smallcombe;

Alternate - Supervisors Jones, Long, Cann, and Menetrey



MARIPOSA COUNTY

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L.8

RESOLUTION - ACTION REQUESTED 2021-16

MEETING: January 5, 2021

TO: The Board of Supervisors

FROM: Rene LaRoche, Clerk of the Board

RE: Board Member County Committee Appointments

RECOMMENDATION AND JUSTIFICATION:

Review and select Board member representation on County committees.

A list of all County committees with Board representatives and term expiration dates is attached. Committees needing appointments or reappointments are:

- 1) First 5 of Mariposa County;
- 2) The Local Agency Formation Commission (LAFCo);
- 3) Mariposa County Solid Waste AB939 Task Force; and
- 4) Mariposa County Safety Committee.

Also attached is a list of those Committees and Boards not requiring reappointments. This second list is attached for informational purposes only and no appointments are required to any of those committees or boards.

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.

ATTACHMENTS:

2021 Board Committee Appointees Appointments (PDF)

RESULT: ADOPTED [UNANIMOUS]

MOVER: Miles Menetrey, District V Supervisor

SECONDER: Rosemarie Smallcombe, District I Supervisor

AYES: Sweeney, Forsythe, Smallcombe, Long, Menetrey

County Committee/Board Representatives

Page One: Expiring terms that need reappointment:

1) FIRST FIVE OF MARIPOSA COUNTY

Administering Department: Human Services

Length of Term: Three (3) years

Appointee: **Rosemarie Smallcombe**

Current Term Expires: **January 4, 2021**

New Term: **January 5, 2021 to January 5, 2024**

2) LOCAL AGENCY FORMATION COMMISSION (LAFCo)

Administering Department: Planning

Length of Term: Four (4) years, staggered

Appointee: **Merlin Jones** (to 3-14-21)

Appointments Requested:

Remainder of Current Term:

January 5, 2021 to March 14, 2021

and New Term: March 14, 2021 to March 13, 2025

Other members (For Reference Only):

Rosemarie Smallcombe (to 1-2-2023)

Miles Menetrey (to 1-2-2023)

Marshall Long, Alternate (to 1-2-2023)

3) MARIPOSA COUNTY SOLID WASTE AB939 LOCAL TASK FORCE

Administering Department: Public Works

Length of Term: Continuous

Appointees: **Kevin Cann and Merlin Jones**

Current Term Expires: N/A (Continuous)

4) MARIPOSA COUNTY SAFETY COMMITTEE

Administering Department: County Counsel/Risk Management

Length of Term: One (1) year

Appointees: **Marshall Long**
Merlin Jones

Current Term Expires: **January 8, 2021**

New Term: **January 8, 2021 to January 8, 2022**

PAGE TWO: UNEXPIRED COMMITTEE TERMS – FOR REFERENCE ONLY - NO ACTION NEEDED:**BEHAVIORAL HEALTH BOARD**

Administering Department: Clerk of the Board

Length of Term: Three (3) years

2019 Appointee: **Rosemarie Smallcombe**Current Term Expires: **June 6, 2019**Term Expiration: **June 6, 2022****LOCAL ENFORCEMENT AGENCY HEARING PANEL**

Administering Department: Health

Length of Term: Four (4) years, but not more than 2 terms.

Appointee: **Marshall Long**Term Two (2) Expires: **January 27, 2023****DISASTER ADVISORY COUNCIL**

Administering Department: Health

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