MARIPOSA COUNTY

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

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

ACTION SUMMARY MINUTES

November 23, 2021

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

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

B. Pledge of Allegiance

Chair Long led the Pledge.

C. Introductions

None.

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

No public input.

RESULT: **ADOPTED [UNANIMOUS]**

MOVER: Rosemarie Smallcombe, District I Supervisor

SECONDER: Wayne Forsythe, District IV Supervisor

AYES: Rosemarie Smallcombe, Marshall Long, Wayne Forsythe, Miles Menetrey

EXCUSED: Tom Sweeney

CA1. **Health and Human Services** **RES-2021-634**

Resolution Continuing a Shelter Crisis Local Emergency in Mariposa County

CA2. **Health and Human Services RES-2021-635**

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

CA3. **Sheriff's Office RES-2021-636**

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

CA4. **Board of Supervisors**

Approve the Minutes of Tuesday, October 26, 2021

CA5. **Board of Supervisors**

Approve the Minutes of Tuesday, November 2, 2021

CA6. **Board of Supervisors**

Approve the Minutes of Tuesday, November 9, 2021

CA7. **Public Works RES-2021-637**

Waive Encroachment Fee for the Lush Meadow Lights on December 10, 2021 from 5:00 Pm to 9:00 Pm Put on by the Woodland Elementary Booster Club

CA8. **Sheriff's Office RES-2021-638**

Approve the 1St Amendment to the JBCT Services Agreement with the Department of State Hospitals to Correct an Incidental Error Ensuring the Term Start Date is August 1, 2021, through July 31, 2024; and Authorize the Board of Supervisors Chair to Sign the Amendment

E. Departmental Presentation

Eric Sergienko/County Health Officer reported that 138 booster shots were given at Saturday's drive-through clinic; advised that he ended up pulling a shift in the Emergency Room at John C. Fremont Hospital where he treated an individual who was unable to care for themselves after being discharged from the hospital due to COVID19 and got hurt; discussed another person that was discharged but needed oxygen to go home; advised of a memorial service for someone who had passed due to COVID19; and noted other patients whose treatment for other issues were impacted due to the lack of I.C.U. beds. Dr. Sergienko encouraged people to get vaccinated, to stay away from work or school when sick, and to stay outside and get tested before and after holiday gatherings. In response to an inquiry from Supervisor Smallcombe, Dr. Sergienko discussed the percentage of the population that experiences "long haul" symptoms and thrombotic effects after contracting COVID19, noting that those risks are reduced for those who are vaccinated.

Steve Ward/County Fire - CALFIRE reported that one of the three Type 3 engine chassis is now at the factory, and advised that the next task will be getting it on the assembly line.

F. Public Comment on Non-Agenda Items

None.

G. Regular Agenda Items

1. **Board of Supervisors (ID # 12374)**

Receive an Update from Caltrans Regarding the Ferguson Rockshed Project (Supervisor Long)

Allen Lao/Ferguson Rock Shed Project Manager gave a PowerPoint overview of the project and its status. No public input.

RESULT: INFORMATION RECEIVED

2. **Public Works RES-2021-639**

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

Shannon Hansen/Interim Public Works Director gave the staff report, noting that the contractor has estimated that supplies may arrive in Mid-December. No public input.

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

3. **Public Works RES-2021-640**

Approve Five Year Agreement with TK Elevator Corporation to Provide Maintenance and Repair Services for the Mariposa County Government Center Elevator; and Authorize the Board of Supervisors Chair to Sign the Agreement

Shannon Hansen gave the staff report. No public input.

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

4. **Sheriff's Office RES-2021-641**

Authorize the Dispatchers of the Mariposa County Sheriff's Office to Join the California Peace Officer Standards Training (POST) Public Safety Dispatcher Program

Jeremy Briese/Sheriff - Coroner - Public Administrator gave the staff report. Discussion ensued between Supervisor Smallcombe and Sheriff Briese regarding the policy process relative to Lexipol.

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

5. **Fire (ID # 12313)**

Discussion with Possible Direction Regarding a Reserve Firefighter Program with Position Descriptions as Part of Mariposa County Fire

Steve Ward gave the staff report. Board discussion ensued regarding costs, the number of hours, and how the program would work. No public input. The Board indicated their interest in the program and provided direction.

DIRECTION:
Bring back an action item when budget timing allows.

RESULT: DIRECTION GIVEN

10:19 AM Chair Long recessed the meeting for a brief break and reconvened at 10:24 AM with Tracy Gauthier/Deputy Clerk of the Board II substituting in as clerk.

6. **Administration RES-2021-642**

Approve Un-Freezing the Legal Secretary I Allocation and Freezing the Office Assistant I Allocation in the District Attorney's Office; and Replacing the Senior Account Clerk with an Account Clerk I Allocation in the Auditor's Office

Leigh Westerlund/Assistant County Administrative Officer gave the staff report. No public input.

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

7. **Clerk of the Board of Supervisors RES-2021-643**

Reschedule the December 21, 2021 Regular Meeting of the Board of Supervisors

René LaRoche/Clerk of the Board gave the staff report. No public input.

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

8. **Clerk of the Board of Supervisors (ID # 12330)**

Waive the First Reading and Introduce an Ordinance Titled "2021 District Reapportionment", Which Will Rescind and Replace Title 1.16 of Mariposa County Ordinance Code Regarding Supervisorial Districts Boundaries

René LaRoche gave the staff report. No public input.

RESULT:	**INTRODUCED [UNANIMOUS] Next: 12/7/2021 9:00 AM**
MOVER:	Miles Menetrey, District V Supervisor
SECONDER:	Wayne Forsythe, District IV Supervisor
AYES:	Rosemarie Smallcombe, Marshall Long, Wayne Forsythe, Miles Menetrey
EXCUSED:	Tom Sweeney

H. Items removed from Consent Agenda

None.

I. Board Information

Information received.

J. Closed Session

1. **County Counsel (ID # 12373)**

CLOSED SESSION: Conference with Legal Counsel: Anticipated Litigation; Significant Exposure to Litigation Pursuant to Subdivision (B) of Government Code Section 54956.9; Number of Cases to be Discussed: 1

No public input.

RESULT: CLOSED SESSION HELD

10:41 AM Chair Long moved the Board into Closed Session.

K. Reconvene and Report Out

10:59 AM Chair Long reconvened the meeting with René LaRoche as clerk and reported out that Information was Received during the Closed Session.

L. Adjournment

11:00 AM Chair Long adjourned the meeting in memory of Nancy Lee Carroll, Alfred Bottino, RC "Vernon" Sherrell, Gary Dean Pitman, Jr., and William James (Billy) Whitla.

Respectfully submitted,

René LaRoche
Clerk of the Board

Tracy Gauthier
Deputy Clerk of the Board II

Marshall Long
Chair, Board of Supervisors

MARIPOSA COUNTY

Health and Human Services · (209) 966-2000

RESOLUTION - ACTION REQUESTED 2021-634

MEETING: November 23, 2021

TO: The Board of Supervisors

FROM: Shannon Gadd, Health and Human Services Agency Director

RE: Continue a Shelter Crisis Local Emergency in Mariposa County

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

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

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

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

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

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

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

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

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

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

MARIPOSA COUNTY

Health and Human Services · (209) 966-2000

RESOLUTION - ACTION REQUESTED 2021-635

MEETING: November 23, 2021

TO: The Board of Supervisors

FROM: Shannon Gadd, Health and Human Services Agency Director

RE: Continue the COVID-19 Public Health Local Emergency

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

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

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

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

REF ID# 12241

MARIPOSA COUNTY

Sheriff's Office · 209 966-3615

RESOLUTION - ACTION REQUESTED 2021-636

MEETING: November 23, 2021

TO: The Board of Supervisors

FROM: Jeremy Briese, Sheriff

RE: Continue the Local Emergency Due to COVID-19

RECOMMENDATION AND JUSTIFICATION:

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

BACKGROUND AND HISTORY OF BOARD ACTIONS:

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

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

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

FINANCIAL IMPACT:

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

REF ID# 12376

MARIPOSA COUNTY

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

ACTION SUMMARY MINUTES

October 26, 2021

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

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

B. Pledge of Allegiance

Chair Long led the Pledge.

C. Introductions

None.

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

During public comment, Hélene Halcrow noted that she was there to present a report. Chair Long advised that this is not the appropriate time. No other public comment. Supervisor Menetrey extended thanks to the volunteer in CA9.

RESULT: **ADOPTED [UNANIMOUS]**

MOVER: Wayne Forsythe, District IV Supervisor

SECONDER: Tom Sweeney, District II Supervisor

AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

CA1. **Health and Human Services** **RES-2021-592**

Resolution Continuing a Shelter Crisis Local Emergency in Mariposa County

Minutes Acceptance: Minutes of Oct 26, 2021 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

CA2. **Health and Human Services RES-2021-593**

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

CA3. **Sheriff's Office RES-2021-594**

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

CA4. Separated from Consent

CA5. Separated from Consent

CA6. **Board of Supervisors**

Approve the Minutes of Tuesday, October 19, 2021

CA7. **Fire RES-2021-595**

Approve a One Year Extension of the Reciprocal Fire Protection Agreement Between the United States Department of Interior National Park Service and the County of Mariposa in the Not-To-Exceed Amount of $30,000 Per Year; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA8. **Health and Human Services RES-2021-596**

Approve Amador Tuolumne Community Action Agency Resolution 2021-1 and Agreement with Counties Under the Amador Tuolumne Community Action Agency to Accept Funding for Homeless Housing, Assistance, and Prevention Program (HHAP-3); and Authorize the Board of Supervisors Chair to Sign the Agreement

CA9. **Planning 2021-96**

Appoint Brett Archer to the Fish Camp Town Planning Advisory Council to Fill an Un-Expired Term that Expires February 28, 2023 (Supervisor Menetrey)

Items Separated from Consent

CA4. **Board of Supervisors**

Approve the Minutes of Tuesday, September 28, 2021

RESULT: **ADOPTED [4-0]**

MOVER: Wayne Forsythe, District IV Supervisor

SECONDER: Tom Sweeney, District II Supervisor

AYES: Smallcombe, Sweeney, Long, Forsythe

ABSTAIN: Miles Menetrey, District V Supervisor

CA5. **Board of Supervisors**

Approve the Minutes of Tuesday, October 12, 2021

Minutes Acceptance: Minutes of Oct 26, 2021 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

RESULT: **ADOPTED [4-0]**

MOVER: Wayne Forsythe, District IV Supervisor

SECONDER: Tom Sweeney, District II Supervisor

AYES: Smallcombe, Sweeney, Long, Forsythe

ABSTAIN: Miles Menetrey, District V Supervisor

E. Departmental Presentation

Eric Sergienko/County Health Officer reported on the number of cases this past week. He noted that they are seeing a slight decline and advised that if the trend continues then we should meet the threshold for the moderate rate sometime in November. He reported that they experienced a transition this week, with a lot of children getting COVID19, which resulted in the closure of the El Portal School. Dr. Sergienko noted that they are also seeing more young adults in the 20-40 year range. He also discussed the vaccines that they are providing and advised that people wishing to make an appointment could do so at myturn.ca.gov; noted that his staff assisted the State with a myturn problem; and discussed upcoming mass vaccination clinics for first time vaccinations and booster shots. Dr. Sergienko also discussed the ongoing process regarding emergency use authorization of the Pfizer vaccine for 5-11 year olds. Supervisor Long and Dr. Sergienko discussed the desirability of receiving a booster from a manufacturer different than the vaccination. Dr. Sergienko advised that anyone who recently had COVID19 should wait ninety days before seeking a booster. Supervisor Forsythe and Dr. Sergienko discussed the reduction in the severity of the illness and the death rate among vaccinated individuals.

Larry Harris/Interim Deputy Public Works Director provided a quick update on the Sunday night's storm, noting that it missed most of the county but did cause some trees to go down on roads. In response to Supervisor Long's inquiry about the China Gulch Road culvert, Mr. Harris advised that he would need to get back to him on that.

Steve Ward/CAL FIRE – County Fire noted that, while they are not ending fire season yet, the MMMU Chief did lift the No Burn restriction so burning is acceptable, with restrictions which include piles no larger than 4' x 4', only natural vegetation, 10' clearance, and that someone must be present the entire time.

Dallin Kimble/County Administrative Officer reported on the number of employee COVID19 tests conducted. He advised that twenty-seven staff members have still not tested including some in HHSA, the Auditor's Office, and Public Works. Mr. Kimble noted that those who have not tested will need to test this week or they will need to be excluded from the workplace. Mr. Kimble also reminded that last year the Board released five of the special Alcohol Beverage Control (ABC) licenses which the County had created through legislation to increase the number of Type 47 licenses, and noted that there were six applications, with the Brown Bear Resort, Castillo's, Yosemite Lucky Buck, Grove House, and Charles Street Restaurant receiving one, while Vines and Vittles did not. Discussion ensued regarding when the Board will be discussing next year's release.

Pete Judy/Chief Probation Officer introduced Heléne Halcrow/Juvenile Justice Commission Chair who presented the Board with their annual report.

René LaRoche/Clerk of the Board advised that draft map options for the redistricting process can be found online at www.mariposacounty.org/draftmaps. She

Minutes Acceptance: Minutes of Oct 26, 2021 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

also advised that public hearings have been scheduled for Monday, November 1, 2021, at 6:00 PM, and Tuesday, November 2, 2021, at 2:00 PM for the Board to consider them, as well as additional public input or modification suggestions. She also noted that the Board is expected to select a final version at the conclusion of the November 2nd hearing.

Kari Kisella/Chamber of Commerce reported on the recent car show which, based on community feedback and advance hotel bookings for next year's event, has been deemed to have been a success.

F. Public Comment on Non-Agenda Items

None.

Recess Board of Supervisors

9:34 AM Chair Long recessed the Board of Supervisors meeting followed by the Clerk of the Board reading the Government Code announcement.

G. LOCAL TRANSPORTATION COMMISSION

9:34 AM Chair Long convened the Local Transportation Commission meeting with all commissioners present.

Public Comment Period

None.

LTC Regular Agenda

1. **Public Works (ID # 12275)**

Authorize the LTC Interim Executive Director to Apply for a Grant Under the State Sustainable Transportation Planning Grant Program; and Adopt a Resolution Authorizing the LTC Interim Executive Director to Sign the Grant Agreement and Any Amendments Thereto with Caltrans (Subject to Approval as to Legal Form by County Counsel)

RESULT: WITHDRAWN

2. **Public Works LTC-2021-28**

Approve the Priorities for the Development of the 2022 Regional Transportation Improvement Program (RTIP) for Inclusion in the 2022 State Transportation Improvement Program (STIP). 4/5th Vote Required

Larry Harris gave the staff report. No public comment. Board discussion ensued with staff regarding the engineering, and the projects on the list.

Minutes Acceptance: Minutes of Oct 26, 2021 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

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

Adjourn LTC

9:50 AM Chair Long adjourned the LTC meeting.

Reconvene as Board of Supervisors

9:50 AM Chair Long reconvened the Board of Supervisors meeting.

H. Regular Agenda Items

1. **Fire RES-2021-597**

Approve an Agreement with NBS to Provide Consulting Service on the Development Fee Schedules for County Fire Prevention Inspector I/II and Collections Processes, in an Amount Not to Exceed $12,695.00; and Authorize the Board of Supervisors Chair to Sign the Agreement

Steve Ward gave the staff report. During public comment, Karen Glendenning expressed a concern about being charged extra to come to Fish Camp, and suggested that scheduling multiple inspections at once would allow the cost to be shared. Board discussion ensued regarding the fire inspector position, the possibility of new mandates, the need for transient occupancy rentals to be safe for visitors, the education process that accompanies inspections, and past inspection processes.

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

2. **Public Works (ID # 12286)**

Authorize an Agreement with Palmer Tractor for Emergency Repair of White Rock Road ($84,663.50); Authorize the Board of Supervisors Chair to Sign the Agreement (Subject to Approval as to Legal Form by County Counsel); and Find the Project Exempt from the California Environmental Quality Act (CEQA); and Find the Project Meets All Emergency Requirements Pursuant to Public Contract Code Section 22050 and that the Emergency Will Not Permit a Delay Resulting from a Competitive Solicitation for Bids, and that the Action is Necessary to Respond to the Emergency. 4/5ths Vote Required

Larry Harris gave the staff report noting that some engineering questions have

Minutes Acceptance: Minutes of Oct 26, 2021 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

arisen. During public comment, Shannon Hansen/Interim Public Works Director echoed Mr. Harris' remarks, discussed where notice of the closure had been posted, and advised that it would not be a problem to push the item out a week to allow for updates, if needed.

RESULT: WITHDRAWN

3. **Public Works RES-2021-598**

Approve an Agreement with the State of California for the Phase III of the Mariposa Creek Parkway Project in the Amount of $200,000; and Authorize the Board of Supervisors Chair to Sign the Agreement; and Approve Budget Action Increasing Revenue Recognizing Unforeseen ATP Grant Funds in the Public Works and Transportation Budget ($200,000) 4/5ths Vote Required

Larry Harris gave the staff report. Board discussion ensued regarding the need for a work plan outlining all Public Works projects, their priorities, and the timeline required for each. Supervisor Smallcombe suggested scheduling a discussion with the Board once the work plan is developed. No public input.

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

Recessed

10:29 AM Chair Long recessed the meeting for a brief break and reconvened at 10:35 AM.

4. **Public Works RES-2021-599**

Approve an Agreement with the State of California for the Mariposa Elementary School Connectivity Project in the Amount of $100,000.00; Authorize the Board of Supervisors Chair to Sign the Agreement; and Approve Budget Action Increasing Revenue Recognizing Unforeseen Active Transportation Program (ATP) Grant Funds in the Public Works and Transportation Budget ($100,000) 4/5ths Vote Required

Larry Harris gave the staff report. No public comment. Board discussion ensued regarding the value of the project.

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

5. **Planning (ID # 12287)**

Minutes Acceptance: Minutes of Oct 26, 2021 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

Discussion and Direction Regarding Potential Acquisition of the Miller Gulch Property

Sarah Williams/Planning Director introduced Mikey Goralnik who gave the staff report. Board discussion ensued regarding environmental remediation accomplished and still needed on the property; the inholdings shown on the property and potential easements, whether prescriptive or otherwise; the expectation that the trail will not go into El Portal, the need for public ownership of the land to be eligible for restoration funding; the disinterest of the owner in selling an easement for the trail; the ruggedness of Miller Gulch; environmental hazard concerns; and the need for more details. No public comment.

11:21 AM Chair Long recessed the item, noting that the Board will resume the discussion during the afternoon session.

RESULT: WITHDRAWN

6. **Administration (ID # 12281)**

Discussion and Possible Direction on the 2021 Homekey Program

Dallin Kimble introduced Ben Goger, who provided a PowerPoint overview of Project Homekey, and efforts to date. No public comment. Board discussion ensued regarding potential partnerships, scaleability, difficulties with scattered sites, target demographics, the ability to purchase or lease land, and property that the School District may have. The Board expressed its support.

DIRECTION:
Proceed with the project as quickly as possible.

RESULT: DIRECTION GIVEN

I. Items removed from Consent Agenda

None.

J. Closed Session

1. **Administration (ID # 12144)**

CLOSED SESSION: Conference with Real Property Negotiator; Description of Real Property: APNs 006-010-0240, 006-020-0010, and 006-020-0010 (Total of 478.31 Acres in Miller Gulch Area); Agency Negotiator: Dallin Kimble, County Administrative Officer; Negotiating Parties: Transition Mountain, a Partnership; Closed Session Will Concern Price and Terms of Lease/Purchase

No public input.

RESULT: CLOSED SESSION HELD

Recess

Minutes Acceptance: Minutes of Oct 26, 2021 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

12:07 PM Chair Long recessed the meeting for lunch and advised that the Closed Session will be held at 1:30 PM.

K. 2:03 PM Reconvened

1. **Public Works (ID # 12269)**

Discussion and Direction Regarding Lake Don Pedro Wastewater Rates

Shannon Hansen introduced Larry Harris who gave the staff report. Mr. Harris clarified that the current rates and future rates are meant to take care of routine projects and that the EDU (equivalent dwelling unit) rates should be seen as addressing normal expenses, and to cover any potential debt service. He also discussed the lack of utility staff, the lack of significant funding to deal with the capital improvement projects, past efforts to increase rates, and requested direction regarding starting the Proposition 218 process again. In response to an inquiry from Supervisor Sweeney, Mr. Harris noted that the cost to update the Bartle Wells study for Lake Don Pedro, Coulterville, and Mariposa Pines will be $25,000 to $35,000.

Public comment opened.

Robert Sikes noted that the community realizes there have been no significant increases over the years and is willing to negotiate and move forward on this. He also noted that the last time his questions regarding safety, quality, and training were ignored. Mr. Sikes also noted that the last suggested rates would have increased 300% in five years and requested that the community be provided with alternatives. He also discussed the current system, noted the need to have plans and procedures in place; and discussed the need for setting aside capital improvement funding. He also discussed offering to pay his assessment in full; calling the bond company; and noted that keeping the community informed is a better way to make things work.

Mike Gunther/Lake Don Pedro resident discussed communications with Supervisor Sweeney; noted his hope that the Board thinks about the process before repeating an unsuccessful and costly process; and requested a delay of any new expenditures on this issue until more conversations have been held.

Public comment closed.

Board discussion ensued regarding the need to understand the situation, and similar input from constituents in other areas regarding understanding what has been done with the money collected since 2018.

DIRECTION:

Public Works is directed to move forward and to interact with the County's staff and legal advisor, as well as the community; with an item to return when specific information has been gathered.

RESULT: DIRECTION GIVEN

2. **Public Works (ID # 12270)**

Discussion and Direction Regarding Coulterville Water and Wastewater Utility Rates

Larry Harris gave the staff report by discussing the outcome of the last Proposition 218 process, the potential for grants, the conclusions of a technical

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evaluation that was prepared three years ago, the status of the Coulterville wastewater system, and the need for staff to maintain and monitor the system. Mr. Harris also noted that, according to his calculations using figures in the existing engineer's report, the total deferred plan and deferred maintenance will amount to $3.9 million, but that a big part of that is the water system.

Public comment opened.

Judy Stafford noted the re-formation of the Coulterville Service Area No. 1 Advisory Board and requested discussion with the community before moving forward with a rate action. She also discussed the number of delinquent fees placed on the tax roles in 2021, noted the expenses identified in the last study, proposed the use of Kresky wastewater systems, proposed that smart meters might safe money as staff would not be needed to travel to read meters, and urged seeking grants.

Public comment closed.

Mr. Harris responded noting that there are new technologies and the cost should be a lot less; advised of the need to retrofit plants every ten to fifteen years; discussed batch plants, which he thinks Ms. Stafford is referring to, and advised of potential starting costs; and noted that remote readers need internet. Discussion ensued regarding lift pump costs and the need for connectivity.

DIRECTION:
Public Works is directed to move forward and to interact with the County's staff and legal advisor, as well as the community; with an item to return when the specific information has been gathered.

RESULT: DIRECTION GIVEN

3. **Public Works (ID # 12273)**

Discussion and Direction Regarding Mariposa Pines Wastewater Utility Rates

Larry Harris gave the staff report noting that Mariposa Pines is the only district that approved the rate increase. He also discussed the lift station and the two-pond system which needs cleaning. He also noted that, with the exception of Lake Don Pedro, they all have twenty year permits from the State Water Control Board and that Mariposa Pines has exceeded theirs; discussed the items that needed to be done, and noted that the corrective actions which were supposed to be done within ninety days, have not yet occurred. He advised that the State now wants the County to monitor leaching into water monthly at a cost of $25,000 per month. Mr. Harris noted that he wants to talk to the State to see if they will approve a longer time period, but advised that the Board needs to factor that into the cost when considering that system's capital account which stands at approximately $225,000. He noted that Mariposa Pines suffers with many of the same problems as the others, including lack of staff and lack of funds, and noted that that has not yet been communicated to the community. Board discussion ensued regarding an estimated six-month time frame to conduct outreach to the community, and develop a plan.

During public comment, Mike Gunther inquired if they will be able to operate the single operating lift station over that six month period.
Mr. Harris discussed which pumps are working; and discussed the cost to rebuild

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versus replace.

DIRECTION:
Public Works is directed to move forward and to interact with the County's staff and legal advisor, as well as the community; with an item to return when the specific information has been gathered.

RESULT: DIRECTION GIVEN

4. **Administration (ID # 12263)**

Discussion and Direction Regarding a Possible Consolidation of Development And/Or General Services

Dallin Kimble gave the staff report, accompanied by a PowerPoint presentation. During public comment, Eileen Collins, Sarah Williams/Planning Director, Debbie Willis/Interim Building Director, and Shannon Hansen/Interim Public Works Director spoke in opposition to a consolidation. Jeremy Briese/Sheriff - Coroner - Public Administrator, Joe Lynch/Assistant County Administrative Officer (ACAO), and Steve Ward/CAL FIRE – County Fire spoke in support of conducting a study. Leigh Westerlund/ACAO spoke in support of Option 5 which would recruit department heads now and conduct the study later. Public comment closed. Board discussion ensued.

DIRECTION:
Move forward with the recruitment of the two department heads; and come back for another discussion in late spring or summer of 2022.

RESULT: DIRECTION GIVEN

Recessed

4:42 PM Chair Long recessed the meeting for a brief break and reconvened at 4:50 PM.

5. **Board of Supervisors (ID # 12280)**

Discussion and Direction Regarding Minute Orders Accountability (Supervisor Sweeney)

Tom Sweeney gave the staff report. No public comment. Board discussion ensued regarding the relevance of the minute order tracking vs. department head work plan items, not adding more items until something is taken off, whether the addition of due dates would be advantageous, use of the minute order tracking relative to department head reviews.

DIRECTION:
The Clerk of the Board is to continue to track the Minute Orders with quarterly reports coming to the Board. The Board is to assign due dates on its direction wherever feasible.

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RESULT: DIRECTION GIVEN

Recessed

5:05 PM Chair Long moved the meeting back into Closed Session (K.1 - Miller Gulch Area).

Report Out

5:25 PM Chair Long reported that Information was Received during the Closed Session.

Miller Gulch Acquisition - Continued from AM Session (H.5)

Chair Long advised that the discussion is whether the Board wants to pay for an appraisal on this property and obtain a right of first refusal. Board discussion ensued regarding potential inholdings, easements or access agreements, potential liability that might be assumed due to hazardous materials, the significance of remediation completed with the Environmental Protection Agency's (EPA's) assistance, the proposed ending of the trail, whether an appraisal would consider the land locked property and contamination as it is or after cleanup, current ownership of the property, the relationship between the inholders and the property,

DIRECTION:
Planning staff is to research the questions raised including parcel ownership and potential easements, and return with another item on November 9, 2021.

L. Board Information

The Board decided to skip this section. Supervisor Long announced that a blood drive will be held on Thursday.

M. Adjournment

5:46 PM Chair Long recessed the meeting in memory of Patrick B. Sanchez, Sheila Ann Puchta (Carson), and Mal Parham.

Respectfully submitted,

René LaRoche
Clerk of the Board

Marshall Long
Chair, Board of Supervisors

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MARIPOSA COUNTY

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http://www.mariposacounty.org/

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

ACTION SUMMARY MINUTES

November 2, 2021

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

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

B. Pledge of Allegiance

Chair Long led the Pledge.

C. Introductions

None.

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

No public comment.

RESULT: **ADOPTED [UNANIMOUS]**

MOVER: Wayne Forsythe, District IV Supervisor

SECONDER: Rosemarie Smallcombe, District I Supervisor

AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

CA1. **Health and Human Services** **RES-2021-600**

Resolution Continuing a Shelter Crisis Local Emergency in Mariposa County

CA2. **Health and Human Services** **RES-2021-601**

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

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CA3. **Sheriff's Office RES-2021-602**

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

CA4. **Clerk of the Board of Supervisors RES-2021-603**

Appoint David Mecchi as Director, and Wayne Kelly as Associate Director, to the Mariposa County Resource Conservation District (MCRCD) with Terms Expiring at Noon on November 28, 2025

CA5. **Health and Human Services RES-2021-604**

Approve an Agreement with Archie's Mini Storage to Provide Storage Space to the County for $74 Per Month; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA6. **Planning 2021-97**

Appoint Will Fassett to the Historic Sites and Records Preservation Commission to Fill a Vacant Position with a Term to Expire February 29, 2024

E. Board Recognitions

1. **Health and Human Services 2021-98**

Proclaim the Month of November, 2021, as "Adoption Awareness Month"

Kaitlin Pasma/Adoption Social Worker gave the staff report. No public comment. Chair Long presented the proclamation to HHSA staff.

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

F. Departmental Presentation

Kristina Allen/Public Health Deputy Director reported on October, 2021 COVID19 statistics, noting that there were 327 new cases during the month of October compared to five in October, 2020. Dr. Allen also reported on upcoming vaccine and flu clinics.

Joe Lynch/Assistant County Administrative Officer reported on employee testing, noting that 1884 tests have been completed in four weeks, of which 34 were positive. He also reported on nine employees who have refused to test for four weeks, noting that five are on telework and four, who have no option to telework, are on leave. Mr. Lynch also noted that four employees came to work symptomatic, tested positive, and infected other employees. Mr. Lynch also noted speaking to the interim directors of Public Works and Building and both have requested that he move forward with director recruitments, and advised that interviews will probably not occur until after the first of the year.

Shannon Hansen/Interim Public Works Director reported that there will be some minimization of services due to absences in roads and fleet; and advised that they are looking to outsource some of the light maintenance. She also reported that the bridge

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on Maxwell Creek in North County was closed yesterday evening due to its poor condition, and that they are putting together a plan. Supervisor Smallcombe requested a future report regarding county bridges.

Shannon Gadd/Health and Human Services Agency (HHSA) Director reported on a new senior meals pilot project in North County which will provide free breakfast or lunch to people 60 years of age and older at the Coulter Café on Mondays, Wednesdays, and Fridays through June 30th of next year. Ms. Gadd also extended thanks to staff, Coulter Café, and the Commission on Aging for support on the program. She also discussed the North County Wellness Center which is available to those 18 years of age or older. Supervisor Sweeney extended thanks.

Sarah Williams/Planning Director advised of the first meeting of the Code Compliance Advisory Committee (CCAC) tomorrow from 2:00 pm to 4:00 pm.

Jeremy Briese/Sheriff - Coroner - Public Administrator extended kudos to everyone involved in the two Trunk or Treat events. He also advised that they are working on a customized sheriff app which they are hoping to, ultimately, get out to the Chamber of Commerce and hotels so visitors can get alerts and other information.

Matthew Matthiessen/John C. Fremont Healthcare District (JCFHD) CEO announced that they will begin doing breast biopsies at the district beginning on November 12th. He also noted that JCFHD is continuing to run a Farmers Market on the front lawn of the hospital every Tuesday from Noon to 2:00 pm.

Walter Wall/District Attorney extended kudos to JCFHD for their efforts regarding a recent health issue with his son. He also reported on a problem with the implementation of the data portal, and advised that they are looking for a different partnership so that they can create a portal to look at all statistics that process through their office.

Jacob Hawley/Visitor Center Operation Manager reported on the decline in visitors compared to pre-pandemic numbers from 2019; advised that their winter hours will run from 8:00 am to 5:00 pm; reported on staring an Instagram account for the Visitor Center; and noted that they are also gearing up for the Shop Small and Made in Mariposa room at the Visitor Center. In response to Supervisor Smallcombe's inquiry, Mr. Hawley noted that they are hoping to open the Made in Mariposa room the week before Thanksgiving.

Kari Kisella/Mariposa County Chamber of Commerce noted that the Shop Small campaign usually starts the day after Thanksgiving; and advised that she has put in a request to American Express for materials to hand out to businesses.

Supervisor Menetrey reminded everyone that the Capitol Christmas Tree will be arriving on Thursday and will be at the Old Frost Shop lot from Noon to 2:00 pm.

G. Board Recognitions

1. **Board of Supervisors 2021-99**

Proclaim November, 2021 as "No Shave November" (Board Chair)

Matthew Matthiessen gave the report. No public comment.
Chair Long presented the Proclamation to Mr. Matthiessen.

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

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H. Public Comment on Non-Agenda Items

None.

I. Regular Agenda Items

1. **Planning 2021-ORD-1167**

Waive the Second Reading and Adopt an Ordinance Amending Title 17 to Add Section 17.148.010 to Title 17, Mariposa County Code, to Define Special Events and Special Event Facilities, and to Add Section 17.108.220 to Title 17 to Add Permitting Provisions and Development Standards for Special Event Facilities Pursuant to General Plan/Zoning Amendment No. 2017-084; County of Mariposa, Project Proponent

Sarah Williams gave the staff report. No public comment.

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

2. **District Attorney RES-2021-605**

Approve Three Year Agreements with Hoffman Electronic Systems for Alarm System and Monitoring, Camera System and Monitoring, and Access Control and Monitoring for the District Attorney's Office Building; and Authorize the Board of Supervisors Chair to Sign the Agreements

Walter Wall/District Attorney gave the staff report. No public comment. Discussion ensued between Supervisor Smallcombe, Walter Wall, and Dallin Kimble regarding whether this particular system will integrate with a future countywide system.

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

3. **Public Works RES-2021-606**

Authorize an Agreement with Palmer Tractor for Emergency Repair of White Rock Road ($84,663.50); Authorize the Board of Supervisors Chair to Sign the Agreement; Find the Project Exempt from the California Environmental Quality Act (CEQA); and Find the Project Meets All Emergency Requirements Pursuant to Public Contract Code Section 22050 and that the Emergency Will Not Permit a Delay Resulting from a Competitive Solicitation for Bids, and that the Action is Necessary to Respond to the Emergency 4/5ths Vote Required

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Shannon Hansen gave the staff report, noting that this item was discussed last week but pulled for further discussion with the engineering team who have since concluded that this is appropriate for this issue. No public comment.

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

4. **Health and Human Services RES-2021-607**

Approve the Merit System Services (CalHR) Classification and Job Description of Peer Coach I/II in Mariposa County Effective Immediately; Approve One Full-Time Peer Coach I/II in the Child Welfare Branch for Health and Human Services Agency; and Eliminate One Full-Time Social Service Aide Allocation. Set the Peer Coach I/II Monthly Salary at $2,426.62-$2,949.56; and Assign the Peer Coach I/II Classification to the SEIU Bargaining Unit

Shannon Gadd gave the staff report. No public comment.

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

5. **Health and Human Services RES-2021-608**

Ratify the Health and Human Services Agency Director's Signature on the Public Health Institute Grant Application; Approve the Subcontractor Agreement with Public Health Institute to Implement COVID-19 Vaccine Program in the Amount Not to Exceed $334,699; Authorize the Health and Human Services Agency Director to Sign the Agreement; and Approve Budget Action Recognizing Grant Revenue for FY21/22 and Increasing Appropriations Accordingly in the Health and Human Services Agency Budget ($334,699) 4/5ths Vote Required

Shannon Gadd gave the staff report, noting that this will provide for a van for a mobile clinic which will assist with bringing vaccines to more remote populations. Discussion ensued between Supervisors Sweeney and Smallcombe, and Shannon Gadd and Kristina Allen regarding identification of underserved areas, outreach strategies, and limitation on van use. No public comment.

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

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Recess

10:04 AM Chair Long recessed the meeting for a brief break and reconvened at 10:11 AM.

6. **Administration RES-2021-609**

Adopt Balancing Adjustments for Fiscal Year 2021-2022 Adopted Budget
4/5ths Vote Required

Dallin Kimble gave the staff report, with the assistance of Leigh Westerlund/Assistant County Administrative Officer. Supervisors Long and Sweeney discussed the Senior Library Assistant position, and pre-funded benefits. No public comment. Discussion ensued regarding the library position, the current phone system, ERP assistance, facility repairs and maintenance, the need for funding for the Pavement Management Plan, and the budget cycle.

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

J. Items removed from Consent Agenda

None.

K. Board Information

Information received.

Recessed

11:38 AM Chair Long recessed the meeting for lunch.

L. Reconvened

2:00 PM Chair Long reconvened the meeting with Tracy Gauthier/Deputy Clerk of the Board II as clerk.

1. **Clerk of the Board of Supervisors (ID # 12297)**

CONDUCT PUBLIC HEARING #5 to Review Existing District Boundaries; Review State Redistricting Criteria; Receive and Consider Input Regarding Draft Map Proposals for County Supervisorial Districts; and Select a Final Map Version

2:01 PM Chair Long opened the public hearing.

René LaRoche/ Clerk of the Board presented the staff report noting that this was the fifth and final public hearing to consider the maps and redistricting process. She

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explained the process to get here and what is necessary to finalize. Sarah Williams/Planning Department Director reviewed the boundary criteria, and noted that a firm direction on an option will be needed at the end of today's public hearing, which will be followed by Board items seeking a resolution and ordinance. Ben Ogren/Senior GIS Specialist presented option five (5) as developed from option two (2) during the November 1st public hearing and gave a summary of the process leading to this option. He discussed a change that was made to north Lushmeadows based on earlier community of interest input. Board discussion ensued relative to the General Plan establishing planning study areas for communities, and the opportunity to make comments to the census bureau about boundaries of the Census Designated Places prior to the next census data coming out in ten (10) years.

Public comment open.

David Oppenheim of Midpines thanked the Board for addressing the issues and coming up with option five (5). Dennis Waheed of Midpines thanked the Board and staff for responding to his concerns so quickly.

Public comment closed.

Board deliberations ensued relative to Midpines constituents living on BLM land and not counted in the census data and it was suggested adding that census block to Midpines. Additional discussion included case law, transcripts, and the fair map act, along with additional scenarios that were run in the software but not considered in the end. Direction was given to include the census block of BLM land into Midpines and bring the map back as a new option.

2:55 PM Chair Long closed the public hearing.

RESULT: HEARING CONCLUDED

M. Adjournment

2:56 PM Chair Long adjourned the meeting in memory of Joshua Lee Boyer, and Brent Schroeder.

Respectfully submitted,

René LaRoche
Clerk of the Board

Tracy Gauthier
Deputy Clerk of the Board II

Marshall Long
Chair, Board of Supervisors

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MARIPOSA COUNTY

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

ACTION SUMMARY MINUTES

November 9, 2021

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

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

B. Pledge of Allegiance

Chair Long led the Pledge.

C. Introductions

None.

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

No public comment.

RESULT: **ADOPTED [UNANIMOUS]**

MOVER: Wayne Forsythe, District IV Supervisor

SECONDER: Tom Sweeney, District II Supervisor

AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

CA1. **Health and Human Services** **RES-2021-610**

Resolution Continuing a Shelter Crisis Local Emergency in Mariposa County

CA2. **Health and Human Services** **RES-2021-611**

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

CA3. **Sheriff's Office RES-2021-612**

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

CA4. **Administration RES-2021-613**

Approve a Five-Year Sub-Recipient Agreement with Self-Help Enterprises to Implement CDBG Housing Rehabilitation Funds; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA5. **Child Support Services RES-2021-614**

Authorize Child Support Services to Close Public Lobby All Day Friday, November 12, 2021 to Allow for Training While Statewide Computerized Systems Are Offline

CA6. **Clerk of the Board of Supervisors 2021-100**

Accept the Resignation of Pamela Hawkins from the Behavioral Health Board (BHB) and Recognize Her Service

CA7. **Health and Human Services RES-2021-615**

Approve an Agreement with Archie's Mini Storage to Provide Storage Space to the County for $125 Per Month; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA8. **HHS/Social Services RES-2021-616**

Approve Amended Agreements with Area 12 Agency on Aging (A12AA); Authorize the Board of Supervisors Chair to Sign the Amended Agreements; and Approve Budget Actions in the Senior Nutrition Funds Increasing Revenue and Appropriations to Correspond with the Amended Agreements ($16,126) 4/5ths Vote Required

E. Departmental Presentation

Eric Sergienko/County Health Officer reported on a booster clinic that was held on Saturday at the Fairgrounds; noted that this week's vaccination clinic will be held on Wednesday rather than Thursday because of the Veterans Day holiday and asked that people to make an appointment and not just show up as they do not have the room to accommodate walk-ins at the Community Health Center. Dr. Sergienko also reported that the number of cases is plateauing at a rate that is still well above the threshold that would have been the purple tier; noted the lack of beds available in regional hospitals; advised that the concern is the holidays; and encouraged everyone to get a vaccination or booster. Discussion ensued with Board members regarding natural immunity, the inclusion of flu vaccinations at each of the vaccination clinics, the proportion of children getting vaccinated, the overall vaccination rates, and the length of natural immunity after having a case of COVID19.

Tara Schiff/Economic Development Specialist advised that they have released a grant application for the business relief grants, and that the applications are due November 15th at midnight.

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Shannon Gadd/Health and Human Services Agency Director advised of an award received by the public assistance team following a State audit.

Shannon Hansen/Interim Public Works Director noted that the Triangle Road project has been completed with zero change orders and under budget; and recognized the engineering staff, especially Matt Hespenheide and Eddie Scherf. Ms. Hansen also noted that earlier in the year, the Board approved a highway safety program for Triangle Road which will be coming in the summer time. She also reported on the North County bridge, noting that it should take one week to get supplies and another week to implement repairs. Board discussion ensued regarding positive comments received on the road, and the work by George Reed, the contractor.

Fadzayi Mashiri discussed the approval of a Fire Advisor who will be covering Madera and Fresno as well; advised that this is the first time that Mariposa County has gotten a second advisor; noted that the position is expected to fill it at the beginning of next year. Dr. Mashiri also reported on the receipt of a new grant; and advised that they may be needing more office space in the near future, possibly the beginning of next year. Board discussion ensued regarding the role of the fire advisor.

Kari Kisella/Chamber of Commerce reported on a recent two-day training that was held with the help of the Calaveras Mariposa Community Action Agency.

Supervisor Menetrey reported on last Thursday's Capitol Tree event; acknowledged the help of various people, agencies, and organization; and noted that the Capitol Tree people were impressed with the crowd control and other arrangements.

F. Public Comment on Non-Agenda Items

Marvin Wells discussed being drafted in the military 70 years ago, and recognized veterans and advised Sheriff Briese not to be afraid to call on veterans if chaos happens. Mr. Wells also provided everyone with a wooden puzzle and noting that completing it in two minutes is equal to a college degree, three minutes a high schooler, four minutes a junior high schooler, and if five minutes or more, then less than a 5th grader.

Recess Board of Supervisors

9:38 AM Chair Long recessed the Board of Supervisors meeting, followed by the Clerk of the Board reading the Government Code announcement.

G. AIR POLLUTION CONTROL DISTRICT

9:38 AM Chair Menetrey convened the Air Pollution Control District meeting with all directors present.

Public Comment Period

None.

APCD Regular Agenda

1. **Air Pollution Control Officer APCD-2021-7**

Minutes Acceptance: Minutes of Nov 9, 2021 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

Ratify the Signature of the APCD Board Chair on the Amended Grant Agreement G20-CAPP-15-1 for AB 617 Community Air Protection Program Funding (Fiscal Year 20/21) in an Amount Not to Exceed $10,813

Eric Sergienko/Air Pollution Control Officer gave the staff report, noting that this is purely an administrative change and does not change the funding or requirements. No public comment.

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

2. **Air Pollution Control Officer APCD-2021-8**

Ratify the Application Signed by the Air Pollution Control Officer to Apply for Year 24 Moyer Funding, Fiscal Year 2021 – 2022, and Direct the Revenue to the Rural Assistance Program; Authorize the Air Pollution Control Officer to Apply for Funds and Similarly Direct Them to Fiscal Year '22-'23, '23-'24, and '24-'25; and Authorize the Air Pollution Control Officer to Accept Grants, If Awarded, and Sign Grant Agreements as Needed (Subject to Review as to Legal Form by County Counsel)

Eric Sergienko gave the staff report. No public comment.

RESULT: **ADOPTED AS AMENDED [UNANIMOUS]**
MOVER: Marshall Long, District III Supervisor
SECONDER: Rosemarie Smallcombe, District I Supervisor
AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

Adjourn APCD

9:48 AM Chair Menetrey adjourned the APCD meeting and passed the gavel to Tom Sweeney.

H. COULTERVILLE SERVICE AREA No. 1 BOARD (CVSA 1)

9:48 AM Chair Sweeney convened the Coulterville Service Area No. 1 (CVSA 1) Board with all directors present.

Public Comment Period

None.

Regular Agenda

1. **Public Works (ID # 12316)**

Minutes Acceptance: Minutes of Nov 9, 2021 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

Appoint Barbara Wyman to the Coulterville Service Area No. 1 Advisory Board as a Member who Resides or Owns Property Within the Service Area Boundaries, with a Term Expiring on November 9, 2023

Shannon Hanson/Interim Public Works Director gave the staff report noting a correction. No public comment.

CORRECTION: Change name from Barbara Wyman to Barbara Lyman.

RESULT:	**ADOPTED AS AMENDED [UNANIMOUS]**
MOVER:	Marshall Long, District III Supervisor
SECONDER:	Wayne Forsythe, District IV Supervisor
AYES:	Smallcombe, Sweeney, Long, Forsythe, Menetrey

Adjourn CVSA 1

9:50 AM Chair Sweeney adjourned the CVSA 1 Board meeting.

Reconvene as Board of Supervisors

9:50 AM Chair Long reconvened the Board of Supervisors meeting.

I. Regular Agenda Items

1. **Public Works RES-2021-617**

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

Shannon Hansen gave the staff report. No public comment.

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

2. **Probation RES-2021-618**

Approve Donation of Probation Vehicle PD-10 to Mariposa Safe Families Inc to be Used to Provide Transportation to Community Family Members Participating in Mariposa Safe Families Programs and Services

Pete Judy/Chief Probation Officer gave the staff report, noting how he came to the decision to donate the van to Mariposa Safe Families, Inc. Megan Atkinson/Mariposa Safe Families Executive Director extended thanks and discussed what they will do with the van. No public comment.

Minutes Acceptance: Minutes of Nov 9, 2021 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

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

3. **Health and Human Services RES-2021-619**

Approve an Agreement with Syracuse University to Perform Services in Support of the Psychiatric Advance Directives Project (PADS) in the Amount Not to Exceed $79,660; and Authorize the Board of Supervisors Chair to Sign the Agreement

Shannon Gadd gave the staff report. No public comment. Supervisor Sweeney discussed with Ms. Gadd his struggle with this item, noting that we have multiple contracts with a number of other mental health professionals.

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

10:13 AM Tracy Gauthier/Deputy Clerk of the Board II substituted in as clerk.

4. **Clerk of the Board of Supervisors RES-2021-620**

Adopt the Map of Revised District Boundaries to Reapportion County Population as Required by Various Mandates; and Direct the Clerk of the Board to Prepare and Bring Forward an Ordinance to Adopt the Changes Prior to the December 15, 2021 Deadline

René LaRoche/Clerk of the Board gave the staff report. No public comment.

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

Recess

10:19 AM Chair Long recessed the meeting for a brief break and reconvened at 10:25 AM with René LaRoche/Clerk of the Board as clerk.

5. **Administration (ID # 12314)**

Discussion and Direction on Alcoholic Beverage Licenses Following the Adoption of Assembly Bill 2459

Minutes Acceptance: Minutes of Nov 9, 2021 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

Dallin Kimble/County Administrative Officer gave the staff report, noting the five licenses released by the Alcohol Beverage Control (ABC) last month, and the businesses that had applied for them. No public comment. Board discussion ensued regarding the number of licenses, and whether the Board can modify their decision should it turn out that applications are permissible for projects.

DIRECTION
Release two (2) additional licenses next year.

RESULT: DIRECTION GIVEN

6. **Administration RES-2021-621**

Approve the Recommended Employee Allocation Schedule for Fiscal Year 2021-2022 Effective Immediately

Dallin Kimble extended thanks to all of the department heads and introduced Leigh Westerlund/ACAO who gave the staff report, and noted a corrected schedule. During public comment, Jeremy Briese/Sheriff - Coroner - Public Administrator complimented his staff on their work; noted his appreciation for the in-depth look; and advised that not everything is general fund dollars.

ACTION:
Adopted with corrected allocation schedule.

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

J. Items removed from Consent Agenda

None.

K. Closed Session

1. **Administration (ID # 12323)**

CLOSED SESSION: Public Employee Performance Evaluation; Position of Employee Under Review: Health and Human Services Agency Director

No public input.

RESULT: CLOSED SESSION HELD

2. **County Counsel (ID # 12335)**

CLOSED SESSION: Conference with Legal Counsel: Existing Litigation: in Re: National Prescription Opiate Litigation; United States District Court Case No. 1:18-AT-336

Minutes Acceptance: Minutes of Nov 9, 2021 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

RESULT: WITHDRAWN AND RESCHEDULED Next: 12/7/2021 9:00 AM

Recess

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

L. Report Out

12:44 PM Chair Long reconvened the meeting and reported out that Information was Received and Direction was Give during closed session K.1

M. Board Information

The Board skipped this section on this date.

N. Adjournment

12:24 PM Chair Long adjourned the meeting in memory of Leslie Jean Deal.

Respectfully submitted,

René LaRoche
Clerk of the Board

Marshall Long
Chair, Board of Supervisors

Minutes Acceptance: Minutes of Nov 9, 2021 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

MARIPOSA COUNTY

Public Works · 209-966-2498

RESOLUTION - ACTION REQUESTED 2021-637

MEETING: November 23, 2021

TO: The Board of Supervisors

FROM: Shannon Hansen, Interim Director of Public Works & Transportation

RE: Waive Encroachment Fee for Lush Meadow Light Event

RECOMMENDATION AND JUSTIFICATION:
Waive Encroachment Fee for the Lush Meadow Lights on December 10, 2021 from 5:00 pm to 9:00 pm put on by the Woodland Elementary Booster Club.

The Event will be so that the public can drive by and see neighboring houses with holiday lights and decorations beginning at the Archway of Lushmeadows and will continue down both lanes of Triangle Road and Meadow Lane.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board has approved such events in the past.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve, the Encroachment Permit cost will put a burden on the non profit group.

ATTACHMENTS:
Encroachment Ap Lush Meadows Lighting (PDF)
Letter to BOS (PDF)
Certificate of Liability Ins (PDF)

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

REF ID# 12358

MARIPOSA COUNTY PUBLIC WORKS
APPLICATION FOR ENCROACHMENT PERMIT

TO: PUBLIC WORKS DEPT
4639 BEN HUR ROAD
MARIPOSA, CA 95338

DATE: 10/3/2021

BUILDING PERMIT: _____
(If applicable)

APPLICANT: Woodland Elementary Booster - Lush Meadow Lights Dec. 10th, 2021

THE UNDERSIGNED HEREBY APPLIES FOR PERMISSION TO EXCAVATE, CONSTRUCT, AND/OR OTHERWISE ENCROACH ON A COUNTY RIGHT-OF-WAY ON Triangle Rd. & Meadow Lane ROAD AND AGREES TO DO THE WORK IN ACCORDANCE WITH COUNTY RULES AND REGULATIONS AND SUBJECT TO COUNTY INSPECTION AND APPROVAL, BY PERFORMING THE FOLLOWING WORK: (PLEASE FILL IN ALL BLANKS THAT APPLY)

1. ____DRIVEWAY
____ROAD CROSSING
____WATER PIPE, CULVERT, ETC.
____LDA ROAD

2. ____NEW BUILDING/HOME
3. ____REMODEL EXISTING
4. ____NEW MAILBOX
5. _X_ OTHER (EXPLAIN BELOW)

3. DRIVING INSTRUCTIONS FROM A KNOWN LANDMARK TO LOCATION OF ENCROACHMENT, I.E., INTERSECTION OF COUNTY ROADS, STATE HIGHWAYS OR TOWN, ECT.
Arch way of Lush Meadow - Both lanes of traffic on both Triangle Rd. and Meadow Lane.

4. ATTACH MAP SHOWING LOCATION AND SKETCHES SHOWING WHAT IS TO BE DONE, SHOW LOCATION OF THE STAKE MARKING PROPOSED ENCROACHMENT OR WORK TO BE DONE.
See attached Map

5. ASSESSOR'S PARCEL NUMBER: ____-____-____
6. ADDRESS OF PARCEL: Meadow Lane & Triangle Road

APPLICANT IS REQUIRED TO STAKE THE ENCROACHMENT. YOU MAY IDENTIFY THE LOCATION WITH SURVEY STAKES OR OTHER METHODS. PLEASE CALL OR EMAIL IF YOU HAVE ANY QUESTIONS.

NO PERMIT WILL BE ISSUED UNTIL POSTING HAS BEEN COMPLETED AND THE $150 FEE * HAS BEEN COLLECTED. WORK WILL NOT BE STARTED UNTIL AN ENCROACHMENT PERMIT HAS BEEN ISSUED BY THE DEPARTMENT OF PUBLIC WORKS.

PERMIT NUMBER: _____
(Issued Once Fee * is Paid)
DATE ISSUED: _____
* The fee may be paid by check
Made payable to: County of Mariposa
Or you may call (209) 966-5356 with
Credit Card Information

** If Applicant is not the Owner, then include an authorization letter from Owner

Kim Allison
OWNER'S NAME (Please Print)

Kim Allison
SIGNATURE OF OWNER/APPLICANT **

P.O. Box 529
OWNER'S MAILING ADDRESS

Mariposa CA 95338
CITY ZIP

209-628-9401 kallison@mcusd.org
PHONE NUMBER EMAIL ADDRESS

Attachment: Encroachment Ap Lush Meadows Lighting (RES-2021-637 : Waive Encroachment Fee for Lush Meadow Light Event)

Attachment: Encroachment Ap Lush Meadows Lighting (RES-2021-637 : Waive Encroachment Fee for Lush Meadow Light Event)

Woodland Elementary Boosters

November 3rd, 2021
Mariposa County Board of Supervisors
Post Office Box 784
Mariposa, California 95338

Dear Mariposa County Board of Supervisors,

The Woodland Elementary Boosters would like to request the County Board of Supervisors grant permission to allow the 2nd annual Lush Meadow Lights event to take place. The proposed date is December 10th, 2021 beginning at 5:00 pm.

Please find the attached encroachment permit application and map for Public Works to use should your permission be granted.

Thank you for your consideration and time.

Sincerely,

Kim Allison
Woodland Elementary Boosters
kallison@mcusd.org

Attachment: Letter to BOS (RES-2021-637 : Waive Encroachment Fee for Lush Meadow Light Event)

CERTIFICATE OF LIABILITY INSURANCE

DATE (M 11/09/2021

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Leap Carpenter Kemps Insurance Agency
3187 Collins Drive
Merced , CA 95341

CONTACT NAME: Lourdes Banchero
PHONE (A/C, No, Ext): 2093865077 **FAX (A/C, No):** 2093856127
E-MAIL ADDRESS: lbanchero@lckinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : The American Insurance Company	21857
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Woodland Elementary Boosters Inc
P.O. Box 529
Mariposa , CA 95338

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	✔ COMMERCIAL GENERAL LIABILITY	✔		XXC80514929	12/10/2021	12/11/2021	EACH OCCURRENCE	$ 1,000,
	☐ CLAIMS-MADE ✔ OCCUR			NAEP097695			DAMAGE TO RENTED PREMISES	$ 50,
	✔ Host Liquor Liability						MEDICAL EXPENSE	$ 1,
							PERSONAL & ADV INJURY	$ 1,000,
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,
	✔ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$ 1,000,
	☐ OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ PER STATUTE ☐ OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐	N / A					E.L. EACH ACCIDENT	$
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Additional Insured: The Helen Kwalwasser 1994 Trust, Christine Annette Palmer is named as additional insured

CERTIFICATE HOLDER
Lushmeadows Mountain Estates Subdivision
5987 Meadow Lane
Mariposa , CA 95338

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Robert V. Nuccio

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Attachment: Certificate of Liability Ins (RES-2021-637 : Waive Encroachment Fee for Lush Meadow Light Event)

Certificate Number: NAEP097695 Policy Number: XXC80514929

Effective Dates: 12/10/2021 12:01am to 12/11/2021 12:01am

Additional Insured - Person, Organization or other Entity - 600002STEP 09 12

Policy Amendment(s) Commercial General Liability

This endorsement modifies insurance provided under the following:

Commercial General Liability Coverage Part

Schedule

Name of Additional Insured Person(s) or Organization(s) or other Entity(ies)

Lushmeadows Mountain Estates Subdivision

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II - Who Is An Insured is amended to include as an insured the person, organization or other entity shown in the Schedule above but only to the extent that **bodily injury**, **property damage** or **personal and advertising injury** is caused by the sole negligence of the Memorandum of Insurance holder.

Any Additional Insured Person(s) or Organization(s) or other Entity(ies) covered under this policy is subject to the policy forms, terms, conditions, exclusions, limitations and provisions.

This Endorsement is otherwise subject to all the terms, conditions, exclusions, limitations, and provisions of the policy to which it is attached.

This Form must be attached to Change Endorsement when issued after the policy is written.

One of the **Fireman's Fund Insurance Companies** as named in the policy

Secretary

President

600002STEP9-12

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Attachment: Certificate of Liability Ins (RES-2021-637 : Waive Encroachment Fee for Lush Meadow Light Event)

MARIPOSA COUNTY

Sheriff's Office · 209 966-3615

RESOLUTION - ACTION REQUESTED 2021-638

MEETING: November 23, 2021

TO: The Board of Supervisors

FROM: Jeremy Briese, Sheriff

RE: 1St Amendment to JBCT Services Agreement with the Department of State Hospitals

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RECOMMENDATION AND JUSTIFICATION:
Approve the 1st amendment to the JBCT Services Agreement with the Department of State Hospitals to correct an incidental error ensuring the term start date is August 1, 2021, through July 31, 2024; and authorize the Board of Supervisors chair to sign the amendment.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board approved the agreement with the Department of State Hospitals on October 7, 2021 by Resolution 2021-537.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
If the amendment to the contract is not approved, inmates deemed Incompetent to Stand Trial will likely spend a longer period of time incarcerated, being left untreated, as they wait for bed space in a State Hospital.

FINANCIAL IMPACT:
This JBCT Grant Agreement from the Department of State Hospitals will pay for the costs of the program. There is no negative impact to the County General Fund.

ATTACHMENTS:
Contract 21-24-signed (PDF)
1st amendment (PDF)

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

REF ID# 12362

Resolution 21-537

SCO ID: 4440-2179002000

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES
STANDARD AGREEMENT
STD 213 (Rev. 04/2020)

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)
21-79002-000	4440

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

CONTRACTING AGENCY NAME
Department of State Hospitals

CONTRACTOR NAME
County of Mariposa

2. The term of this Agreement is:

START DATE
August 1, 2021, or upon DGS approval, whichever is later

THROUGH END DATE
July 31, 2024

3. The maximum amount of this Agreement is:
$918,558.00
Nine Hundred Eighteen Thousand Five Hundred Fifty-Eight Dollars and Zero Cents

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

	Exhibits	Title	Pages
	Exhibit A	Scope of Work	6
	Exhibit A-1	Program Elements	7
	Exhibit B	Budget Detail and Payment Provisions	3
+ -	Exhibit B-1	Sample Invoice	1
+ -	Exhibit C	General Terms and Conditions (GTC 4/2017)	4
+ -	Exhibit D	Special Terms and Conditions	8
+ -	Exhibit E	Confidentiality and Information Security Provisions (HIPAA Business Associate Agreement)	9
+ -	Exhibit F	Information Privacy and Security Requirements (Non-HIPAA/HITECH Act Contracts)	0

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

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

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)
County of Mariposa

CONTRACTOR BUSINESS ADDRESS	CITY	STATE	ZIP
P.O. Box 784	Mariposa	CA	95338

PRINTED NAME OF PERSON SIGNING	TITLE
Marshall Long	Chair

CONTRACTOR AUTHORIZED SIGNATURE: Marshall Long

DATE SIGNED: 10-7-21

APPROVED AS TO FORM:
STEVEN W. DAHLEM
COUNTY COUNSEL

Attachment: Contract 21-24-signed (RES-2021-638 : 1St Amendment to JBCT Services Agreement with the Department of State Hospitals)

SCO ID: 4440-2179002000

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES
STANDARD AGREEMENT
STD 213 (Rev. 04/2020)

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)
21-79002-000	4440

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME			
Department of State Hospitals			
CONTRACTING AGENCY ADDRESS	CITY	STATE	ZIP
1215 O Street, MS-1	Sacramento	CA	95814
PRINTED NAME OF PERSON SIGNING	TITLE		
Tiffany Ladd	Section Manager, PCSS		
CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED		
Tiffany Ladd	10/15/2021		
CALIFORNIA DEPARTMENT OF GENERAL SERVICES	EXEMPTION (If Applicable)		

APPROVED
Oct 28 2021
EE-bb
OFFICE OF LEGAL SERVICES
DEPT. OF GENERAL SERVICES

Attachment: Contract 21-24-signed (RES-2021-638 : 1St Amendment to JBCT Services Agreement with the Department of State Hospitals)

EXHIBIT A
SCOPE OF WORK

1. CONTRACTED PARTIES:

A. The County of Mariposa, and/or their authorized designee, hereafter referred to as Contractor, agrees to provide services (as defined in Section 6 and 7) to the Department of State Hospitals (DSH) pursuant to the terms and conditions of this Agreement.

2. SERVICE LOCATION:

A. The services shall be performed at the Mariposa County Adult Detention Facility (MCADF), 5379 Highway 49 North, Mariposa, California.

3. SERVICE HOURS:

A. The services shall be provided 24 hours per day, seven days per week, including all State holidays.

4. PROJECT REPRESENTATIVES:

A. The project representatives during the term of this Agreement shall be:

DSH Contract Manager:	
Section/Unit: Forensic Services Division	
Attention: Melanie Scott, Psy.D. Assistant Chief Psychologist	
Address: Attn: Forensic Services Division, MS-2 1215 O Street Sacramento, CA 95814	
Phone: (916) 616-5703	Fax: (916) 651-1168
Email: Melanie.Scott@dsh.ca.gov	

DSH Administrative Contact:	
Section/Unit: Forensic Services Division	
Attention: Selene Mujica Program Manager	
Address: Attn: Forensic Services Division, MS-2 1215 O Street Sacramento, CA 95814	
Phone: (916) 651-7913	Fax: (916) 651-1168
Email: Selene.Mujica@dsh.ca.gov	

Mariposa County Contract Manager:	
Section/Unit: Sheriff's Office	
Attention: Captain Sean Land	
Address: 5099 Old Hwy North Mariposa, CA 95338	
Phone: (209) 966-3615	Fax: (209) 742-5090
Email: sland@mariposacounty.org	

Mariposa County Sheriff Contact:	
Section/Unit: Mariposa County Adult Detention Facility	
Attention: Lieutenant Jake Bobman	
Address: 5379 Hwy 49 Mariposa, CA 95338	
Phone: (209) 966-3616	Fax: (209) 742-4975
Email: jbobman@mariposacounty.org	

Attachment: Contract 21-24-signed (RES-2021-638 : 1St Amendment to JBCT Services Agreement with the Department of State Hospitals)

Mariposa County Jail – Medical Contact:	
Section/Unit: Jail Medical	
Attention: Margie Jessen - DNP	
Address: 5186 Hospital Road Mariposa, CA 95338	
Phone: (209) 966-3616	Fax: (209) 742-2037
Email: drjessendnp@att.net	

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

5. PROGRAM IMPLEMENTATION FUNDS:

A. The DSH shall reimburse Contractor for initial program implementation costs incurred under this Agreement. The implementation costs shall include, but are not limited to:
   i. Initial setup of patient rooms as well as treatment and office space;
   ii. Initial administrative operating expenses and equipment;
   iii. Development of an operational clinical Policy and Procedure Manual; and
   iv. Orientation and training time for new staff on clinical operations, policies, and procedures.

6. SUMMARY OF WORK TO BE PERFORMED:

A. Contractor shall provide access to portions of its MCADF for the purposes of administering a Jail-Based Competency Treatment (JBCT) program for the provision of restoration of competency treatment services for male and female individuals, hereafter referred to as "Patient Inmates," found by the courts to be Incompetent to Stand Trial (IST) under Penal Code section 1370. Contractor shall provide restoration of competency treatment services to felony IST Patient Inmates participating in the JBCT program pursuant to the DSH JBCT Policy and Procedures Manual.

7. CONTRACTOR RESPONSIBILITIES:

A. In providing restoration of competency treatment services, Contractor shall adhere to the program outlines contained in Exhibit A-1, Program Elements and the DSH JBCT Policy and Procedures Manual, hereafter referred to as the "Manual." Contractor acknowledges it has received a copy of the Manual and has had an opportunity to review the terms and conditions of the Manual and consult with independent counsel. Contractor agrees to the terms and conditions of the Manual and that the terms and conditions of the Manual are incorporated into this Agreement by reference. The meanings of the terms and requirements in this Agreement, unless otherwise defined in this Agreement, are defined in the Manual. In the event of an inconsistency between the Manual, attachments, specifications, or provisions which constitute this Agreement, the following order of precedence shall apply:

   i. DSH JBCT Policy and Procedures Manual (the "Manual");
   ii. Standard Agreement, STD. 213;
   iii. This Exhibit A, Scope of Work, including specifications incorporated by reference; and
   iv. All attachments incorporated in this Agreement by reference.

Attachment: Contract 21-24-signed (RES-2021-638 : 1St Amendment to JBCT Services Agreement with the Department of State Hospitals)

The Manual, as referenced in this Agreement, may be amended by the DSH from time to time. Contractor shall operate the JBCT program in accordance with the Manual, including any future amendments to the Manual. From the effective date of any amendment, Contractor shall follow the amendments required by any change in California statute or regulation. For all other amendments, Contractor shall present any of Contractor's concerns to the DSH within 10 business days from the date of notification, which does not relieve Contractor from adhering to any amendment, unless agreed upon in writing by the DSH. The DSH and Contractor shall negotiate, in good faith, changes to the Manual.

B. Contractor shall ensure that a preliminary evaluation of each potential JBCT Patient Inmate is conducted through, at a minimum, a review of the medical and mental health records of each prospective Patient Inmate, prior to admission into the JBCT program.

   i. Contractor shall ensure that priority for admissions to the JBCT program shall be based on commitment date, unless an exception is made based on one of the factors listed in California Code of Regulations (CCR), Title 9, Section 4710. In the event multiple felony IST defendants have the same commitment date, admission shall be scheduled based on the availability of the committing county to transport the defendants.

   ii. Upon admission into the JBCT program, Contractor shall ensure that a more thorough assessment is conducted as indicated in Exhibit A-1, Program Elements, and the DSH JBCT Policy and Procedures Manual.

C. Patient Inmates housed at the MCADF shall remain under the legal and physical custody of Contractor.

D. Should Contractor determine, based on clinical considerations, patient history, or other factors, that a current or potential Patient Inmate is, or likely shall be, violent and a significant danger to others participating in the JBCT program, Contractor shall inform the DSH Contract Manager immediately in writing, and by phone. Contractor agrees that the decision to remove such a Patient Inmate from the JBCT program is at the sole discretion of the DSH, and the DSH shall not unreasonably withhold such permission. In the event a Patient Inmate is removed from the JBCT program, the DSH shall arrange to have such Patient Inmate admitted to a state hospital forthwith as is permitted under the admission requirements set forth in CCR, Title 9, sections 4700, et seq. Contractor shall continue to treat the Patient Inmate in the JBCT program until such arrangements are made. Contractor shall notify the committing court of the Patient Inmate's pending transfer from the JBCT program to the state hospital.

E. Contractor shall provide for the care, confinement, and security of the Patient Inmates in accordance with all federal and state laws, standards, regulations, policies, procedures, and court orders applicable to the MCADF.

F. Contractor's custody staff assigned to the JBCT program shall receive Enhanced Mentally Ill Offender or Crisis Intervention Training (CIT) provided by Contractor, and shall participate in the JBCT program treatment team meetings.

G. Responsibilities for Medical Care:

   i. Contractor shall provide all Patient Inmates with the full range of Routine Medical Care available to other inmates of the MCADF, and is financially responsible for such care. Contractor agrees that the cost of all Routine Medical Care is included in the per diem rate charged to the DSH.

Attachment: Contract 21-24-signed (RES-2021-638 : 1St Amendment to JBCT Services Agreement with the Department of State Hospitals)

ii. For the purposes of this Agreement, Routine Medical Care shall be defined as all medical, dental, and mental health care as well as the cost of medical supplies, formulary prescription medications which are provided to Patient Inmates, and restoration of competency treatment services which are provided by the MCADF to Patient Inmates, including prescribed psychotropic medications. Non-formulary prescription medications shall not be provided to Patient Inmates except in conjunction with Non-Routine Medical Care.

iii. For the purposes of this Agreement, Non-Routine Medical Care shall be defined as major medical operations or surgeries (such as heart transplants), continuation of experimental medication, services that cannot be provided onsite at the MCADF, dialysis services, whether onsite or otherwise, and emergency medical care.

iv. If a Patient Inmate requires Non-Routine Medical Care, Contractor shall notify the DSH Contract Manager or designee immediately in writing and by phone for pre-approval. For such patients, the DSH further reserves the right to either admit them to a state hospital for treatment or require Contractor to provide Non-Routine Medical Care. In the event the DSH directs Contractor to provide Non-Routine Medical Care, the DSH shall either direct Contractor to instruct the facility providing care to invoice the committing county, or to invoice the DSH directly for the full cost of care provided by submitting the invoice to the attention of the DSH Contract Manager. Should the DSH elect to require Contractor to provide the Non-Routine Medical Care, Contractor shall ensure that the Patient Inmate is provided care at a facility designated by the DSH Contract Manager, in accordance with the preferences of the committing county.

v. In the event of an emergency, Contractor shall proceed immediately with necessary medical treatment. In the event of such an emergency, the DSH shall either direct Contractor to instruct the facility providing care to invoice the committing county, or to invoice the DSH directly for the full cost of care provided by submitting the invoice to the attention of the DSH Contract Manager. In such an event, Contractor shall notify the DSH immediately regarding the nature of the illness or injury as well as the types of treatment provided. Contractor shall make reasonable efforts to ensure that Patient Inmates are treated at facilities preferred by the committing county or otherwise that, once the Patient Inmate is stable enough for transfer, is transferred to such a facility.

H. For all Routine and Non-Routine Medical Care, Contractor shall be responsible for the security and transportation, including emergency transportation. Contractor agrees that all such costs are included in the per diem rate charged to the DSH.

I. Upon Restoration of Competency:
Contractor shall resume sole responsibility for and all costs associated with continued mental health care, crisis intervention, ongoing counseling and care, and psychotropic medication compliance for the Patient Inmates restored to competence and transferred from the JBCT program.

J. Contractor and its subcontractors shall procure and keep in full force and effect during the term of this Agreement all permits, registrations, and licenses necessary to accomplish the work specified in this Agreement and shall give all notices necessary and incident to the lawful prosecution of the work. Contractor shall provide proof of any such license(s), permits(s), and certificate(s) upon request by the DSH. Contractor agrees that failure by itself or its subcontractors to provide evidence of licensing, permits, or certifications shall constitute a material breach for which the DSH may terminate this Agreement with cause.

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K. Contractor shall provide services as outlined in this Agreement. Contractor shall be responsible to fulfill the requirements of this Agreement and shall incur expenses at its own risk and invest sufficient amount of time and capital to fulfill the obligations as contained herein.

L. Contractor and its subcontractors shall keep informed of, observe, comply with, and cause all of its agents and employees to observe and to comply with all prevailing Federal, State, and local laws, and rules and regulations made pursuant to said Federal, State, and local laws which in any way affect the conduct of the work of this Agreement. If any conflict arises between provisions of the plans and specifications and any such law above referred to, then Contractor shall immediately notify the State in writing.

M. This Agreement may be canceled at any time by Contractor, in writing, with 50 days' advance notice. The DSH may terminate this Agreement pursuant to section 7 of Exhibit C if Contractor or its subcontractors fails to comply with a federal, state, or local law and the noncompliance, based on the facts and circumstances, would constitute a material breach of this Agreement under California law.

8. DSH RESPONSIBILITIES:

A. The DSH shall provide an orientation of the JBCT program to Contractor at the discretion of the DSH. Such orientation shall include an overview of State policies and procedures, the Manual, and appropriate statutes related to the JBCT program.

B. The DSH shall be responsible for the development and design of the Manual concerning JBCT program operations and treatment consistent with state and federal laws and the DSH policies and procedures.

C. Rights of the DSH to Perform Quality Assurance and Financial Audits/Reviews

i. The DSH may routinely evaluate the work performance of Contractor, Contractor's personnel, subcontractors, or other parties associated with Contractor to determine if the DSH standards and departmental policies and procedures are being maintained. If it is found that any party fails to perform or is physically or mentally incapable of providing services as required by this Agreement, then that party shall not perform services for the DSH.

ii. The DSH may monitor and evaluate services provided in fulfillment of the requirements of this Agreement, as detailed in Exhibit A. Such monitoring and evaluation may occur on a regular cycle or as deemed necessary by the Contract Manager. The DSH retains sole and absolute discretion in determining any such evaluation schedule.

iii. Inspections may be conducted by the DSH staff at any time during the Agreement term to check on the quality of work. Payment shall not be provided for services deemed unacceptable by the Contract Manager and/or their designee.

iv. The DSH may audit and examine Contractor's records and accounts which pertain, directly or indirectly, to services performed under this Agreement. The DSH may hire third parties to perform the audit and examination, including but not limited to, accountants, consultants, or service providers in the applicable field. Contractor shall cooperate fully with the audits and examinations.

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v. If, as a result of an audit and examination, the DSH is informed of underpayments or overpayments, the DSH shall notify Contractor of the need for payment or reimbursement. Upon receipt of a final audit report, Contractor has 30 days to reimburse any overpayment or to dispute or challenge the report. Contractor and the DSH shall confer and negotiate in good faith with respect to any disputed portion of the final audit report to reach agreement with respect to adjustments, payments, and reimbursements.

vi. The DSH shall submit its findings to Contractor and establish a deadline for correcting any deficiencies in fulfilling the obligations set forth in this section. Failure by Contractor to timely correct deficiencies shall be reason for termination of services under this Agreement.

9. PERFORMANCE MEASURES:

A. Complete and Timely Provision of Services

i. Expectations: Contractor is expected to provide all services in a timely manner—in accordance with timelines established in this Scope of Work.

ii. Penalties: Should Contractor not provide all services, including any and all required reports in a timely manner, the DSH may choose to terminate this Agreement. Additionally, the DSH may find Contractor to be not responsible in provision of services and evaluate this in future contracting opportunities.

10. AMENDMENTS:

A. The parties reserve the right to amend this Agreement by extending its term for two (2) additional terms of up to one (1) year each, and to add funding sufficient for these periods at the same rates. This right to amend is in addition to the right to amend for other reasons contained in this Agreement or noted in the solicitation that resulted in this agreement, if applicable. Any amendment shall be in writing and signed by both parties, and be approved by the Department of General Services if such approval is required.

Revision 11-18-2020

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EXHIBIT A-1
PROGRAM ELEMENTS

1. PROGRAM ELEMENTS

A. Referral Document Collection Prior to Admission

Contractor shall coordinate with the committing court to ensure all required documents listed under Penal Code section 1370, subdivision (a)(3) are provided by the court for all Patient Inmates upon admission. Contractor shall provide copies of these documents to the DSH immediately upon request, no later than 24 hours from receipt of the request. Once the committing county's felony IST referrals are being managed by the DSH Patient Management Unit (PMU), the PMU shall coordinate with the committing court and provide all required documents to Contractor.

B. Referrals Determined to be Not Suitable for Admission

Should Contractor determine, based on clinical or custodial considerations, that a felony IST referral is not suitable for admission into the JBCT program, Contractor shall inform the DSH Contract Manager and the PMU immediately in writing or by phone. Immediately upon making this determination, Contractor shall provide all required documents listed under Penal Code section 1370, subdivision (a)(3) to the PMU no later than 24 hours. Once the committing county's felony IST referrals are being managed by the PMU, the transmission of these documents will no longer be required.

C. Removal of Patient Inmates No Longer Clinically Suitable

i. Upon admission, Contractor shall assess each Patient Inmate to ascertain if trial competence is likely and medical issues would not pose a barrier to treatment. At the discretion of the DSH Contract Manager, and if requested in writing, Contractor shall review and agree upon new Patient Inmates being forwarded for admission and/or retention into the JBCT program, which may contraindicate fast-track jail treatment.

ii. Should Contractor determine, based on clinical considerations or other factors, that a Patient Inmate admitted into the JBCT program is no longer clinically suitable for participation in the program, Contractor shall contact the DSH Contract Manager to discuss treatment options. Contractor agrees that the decision to remove such a Patient Inmate from the JBCT program is at the sole discretion of the DSH, and the DSH shall not unreasonably withhold such permission.

iii. Should Contractor and the DSH determine a Patient Inmate should be removed from the JBCT program, Contractor shall continue to provide treatment until arrangements are made to admit the Patient Inmate to a state hospital. Within seven days of making this determination, Contractor shall also provide the following additional documents to the PMU including, but not limited to:

1) Transfer Notification Letter;
2) Court Reports, if due or submitted;
3) 90-Day Progress Report, if due or submitted;
4) Psychiatry Intake Assessment;
5) The three most recent Psychiatry Progress Notes;
6) Psychology Intake Assessment;
7) 30-Day Psychologist Competency Reassessments;
8) Social Work/Clinician Intake Assessment;

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9) Nursing Intake Assessment;
10) Informed Consent;
11) Medication Orders;
12) Laboratory Results, if any; and
13) Discharge Summary.

D. Psychological Assessment Protocol

i. Contractor shall administer a battery of individualized psychological assessments and testing upon admission. Standardized and semi-structured psychological tests shall be utilized to complete a preliminary assessment of the Patient Inmate's current functioning, likelihood of malingering, and current competency to stand trial. Impediments to trial competency shall be ascertained through the use of preliminary assessment instruments including, but not limited to:
1) Clinical Interview. The psychologist shall obtain information pertaining to the Patient Inmate's psychosocial, psychiatric, and legal history as well as barriers to competency. *The Mental Status Exam (MSE)* shall also be included in the interview;
2) Assessment of Malingering (as clinically indicated). *Miller Forensic Assessment of Symptoms (M-FAST);*
3) Assessment of Trial Competence. *Evaluation of Competency to Stand Trial-Revised (ECST-R), the MacArthur Competency Assessment Tool – Criminal Adjudication (MacCAT-CA), and/or the Competence Assessment for Standing Trial for Defendants with Mental Retardation (CAST-MR); and*
4) Severity of Psychiatric Symptoms. *Brief Psychiatric Rating Scale (BPRS).*

ii. Contractor shall administer additional malingering-specific assessments, integrating additional observable data reported by various disciplines on a 24/7 basis if preliminary assessment suggests the presence of malingering. If the screening instruments administered during the preliminary assessment raise suspicion that the primary barrier to trial competency is malingering, the following may also be utilized, including but not limited to:
1) *Structured Interview of Reported Symptoms– Second Edition (SIRS-2)*;
2) *Test of Memory Malingering (TOMM)*;
3) *Georgia Atypical Presentation (GAP)*;
4) *Structured Inventory of Malingered Symptomatology (SIMS); or*
5) *Inventory of Legal Knowledge (ILK).*

iii. Contractor may administer further cognitive assessments based on the specific cognitive deficit identified during the preliminary assessment. If the screening instruments administered during the preliminary assessment raise suspicion that the primary barrier to trial competency is cognitive deficits, the following may also be utilized, including but not limited to:
1) *Repeatable Battery for the Assessment of Neuropsychological Status (RBANS)*;
2) *Wide Range Achievement Test 4 (WRAT4);* or
3) *Montreal Cognitive Assessment (MoCA).*

iv. Contractor may administer additional instruments assessing personality to complete further assessment of psychological functioning, including but not limited to:
1) *Personality Assessment Inventory (PAI)*; or
2) *Minnesota Multiphasic Personality Inventory-2 (MMPI-2).*

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v. Contractor shall administer follow up assessments of the Patient Inmate's current competency to stand trial at 30-day intervals or more frequently as needed using any of the following, including but not limited to:
   1) *Evaluation of Competency to Stand Trial-Revised (ECST-R);*
   2) *Revised Competency Assessment Instrument (R-CAI);*
   3) *MacArthur Competency Assessment Tool – Criminal Adjudication (MacCAT-CA);* or
   4) *Competence Assessment for Standing Trial for Defendants with Mental Retardation (CAST-MR).*

E. Individualized Treatment Program

i. Contractor shall identify specific deficits that result in incompetence to stand trial upon admission. Each deficit shall be listed on the individualized treatment plan and shall be targeted in the Patient Inmate's treatment. Contractor shall use current standardized competency assessment tools, such as the MacArthur Competency Assessment Tool, after considering the totality of clinical and forensic circumstances.

ii. Contractor shall provide an individualized restoration program according to the treatment approach subscribed to by the individual treatment teams and indicated by the Patient Inmate's psychiatric condition, level of functioning, and legal context.

iii. Contractor shall tailor individualized treatment regimens to the Patient Inmate's specific barrier(s) to trial competency. Deficits identified in the competency assessment upon admission to the JBCT program shall be listed in the individual treatment plan and addressed by specific treatment interventions.

iv. Contractor shall conduct case conferences weekly or as needed to reassess Patient Inmates' progress toward restoration of competence to allow the treatment teams to measure whether their treatment interventions are working, and whether additional treatment elements need to be incorporated into Patient Inmates' treatment plans.

F. Multi-modal, Experiential Competency Restoration Educational Experience and Components

i. Contractor shall provide educational materials presented in multiple learning formats by multiple staff to each Patient Inmate, e.g., a simple lecture format may be replaced with learning experiences involving discussion, reading, video, and experiential methods of instruction, such as role-playing or mock trial.

ii. Contractor shall address the following elements in the education modalities of the competency restoration program, including but not limited to:
   1) Criminal charges;
   2) Severity of charges, namely Felony vs. Misdemeanor;
   3) Sentencing;
   4) Pleas including, Guilty, Not Guilty, Nolo Contendere and Not Guilty by Reason of Insanity;
   5) Plea bargaining;
   6) Roles of the courtroom personnel;
   7) Adversarial nature of trial process;
   8) Evaluating evidence;
   9) Court room behavior;
   10) Assisting counsel in conducting a defense;

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11) Probation and Parole; and
12) Individualized instruction as needed.

iii. Contractor shall provide additional learning experience through increased lecture time, as well as individual instruction to Patient Inmates who are incompetent due to specific knowledge deficits caused by low intelligence, but who may be restored to competence with additional exposure to the educational material.

G. Medication Administration and Consent

i. Contractor shall obtain proper authorization (e.g., informed consent for treatment, medication issues) from the Patient Inmates as soon as possible in accordance with professional standards of care and court practices.

ii. Contractor shall provide strategies to promote and incentivize voluntary psychotropic medication compliance.

iii. If involuntary psychotropic medication is not ordered by the court at time of commitment of a Patient Inmate to the JBCT program and the treating psychiatrist determines that psychotropic medication has become medically necessary and appropriate, Contractor shall request that the court make an order for the administration of involuntary psychotropic medication as outlined in the DSH JBCT Policy and Procedures Manual.

iv. Contractor shall administer involuntary psychotropic medication when medically necessary and appropriate upon the issuance of the court order as outlined in the DSH JBCT Policy and Procedures Manual.

H. Suicide Prevention/Adverse Events

Contractor shall develop a suicide prevention program and assessment procedures that shall include an adverse sentinel event review process. Contractor shall submit written suicide prevention procedures to the DSH Contract Manager for approval prior to activation of the JBCT program and annually thereafter.

I. Patients' Rights/Grievance Process

Upon admission, Contractor shall provide an orientation and education on the Patient Inmate grievance process for each Patient Inmate. Contractor shall post the Patient Inmate Grievance Process in a visible location in an area commonly used by Patient Inmates

J. Data Deliverables

i. The DSH shall provide a standardized data collection template. Contractor shall complete and submit this data collection to the DSH on a weekly basis with a deadline to be determined by the DSH. The template includes, but is not limited to, the following data elements:

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Term	Definition
Patient Name:	Last and First name of patient
Case Number:	Court assigned case number for each individual court case. It can typically include letters and numbers.
Booking Number:	Number that County Jail issues to an individual (per Forensics)
Gender:	Male or Female
Date of Birth:	Birthdate, Age can be determined using this date
Ethnicity:	Type of social group that has a common national or cultural tradition. *Caucasian/White, African American/Black, American Indian/Alaska Native, Asian, Native Hawaiian/Other Pacific Islander, Hispanic, Other*
Language Spoken:	Type of language spoken
Interpretive Services Utilized (YES/NO):	Was Interpretive services utilized? Yes or No
Referring County:	County of referral and/or commitment
Commitment Date:	Date of Commitment
Packet Received Date:	Date Packet Received (including incomplete required documents)
Packet Completed Date:	Date Packet completed (including all completed required documents)
Reason for Ongoing Pending Status:	Provide a detail reason why the delay of admission
Screening Evaluation Completed Date:	Date Screening Evaluation was completed
Screening Outcome:	Outcome results of patient screened. Accepted or Rejected
Reason for Screening Rejection:	Detail regarding reason for screening rejection. Bypassed/Triaged, Non-Roc, Medication, Substance-Related, Higher Level-of-Care, Other.
Admission Date:	Date of Admission
Involuntary Medication Order (YES/NO):	Is there a current court ordered IMO in place? Yes or No
IMO Effective Date:	Date IMO was effective on, this is the same as their 1370 commitment date
Medication Adherence:	Whether patients take their medications as prescribed. Fully Adherent, Intermittently Adherent, Refusing. (If applicable to program)
Did I/P Receive Invol Meds (YES/NO):	Was involuntary medication administered to patient? Yes or No
Date Invol Meds Initiated:	Date of involuntary medication administered
Disposition of Discharge/Transfer :	Final determination of patients status. Restored or DSH
Reason for Discharge/Transfer:	Detail regarding reason for patients discharge or transfer.
Date Referred to DSH for Transfer:	Date Referred to DSH for Transfer
Discharge/Transfer Date:	Date of Discharge and or Date of Transfer
Discharge/Transfer Location:	Location where patient will be discharged to. Jail, Atascadero SH, Coalinga SH, Metropolitan SH, Napa SH, Patton SH, Other: Must update Notes with Specific location.
Reason for delayed Discharge:	Provide a detail reason why the delay of discharge.
Date ROC Certificate Submitted to Court:	Date that ROC Certificate was submitted to Court
Primary Diagnosis at Admission:	Patients primary Diagnosis at time of Admission
Diagnosis at Discharge:	Patients primary Diagnosis at time of Discharge
Diagnosis of Malingering? (YES/NO):	Did the patient have a Malingering Diagnosis at any point during their stay in JBCT? Yes or No

ii. Contractor shall submit daily census reports to the DSH upon the first Patient Inmate admission, unless otherwise requested by the DSH.

iii. Contractor shall submit a summary performance report within 30 days of the end of the contract term, to include but not be limited to, the information stated above and:
1) The total number of individuals restored to competency;

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2) The average number of days between program admission and discharge;
3) The total cost of the program by budget category: personnel, operating expenses, administrative expense, custody and housing, and other direct operating costs as well as overall cost per Patient Inmate treated and the costs for those found to be malingering;
4) The cost per cycle of treatment;
5) A description of all implementation challenges; and
6) Special incident reports and notification to the DSH of emergencies.

K. Reporting Requirements

i. Contractor shall submit a written report to the court, the community program director of the county or region of commitment, and the DSH Contract Manager concerning the Patient Inmate's progress toward recovery of trial competence within 90 days of a commitment. The report shall include a description of any antipsychotic medication administered to the Patient Inmate and its effects and side effects, including effects on the Patient Inmate's appearance or behavior that would affect the Patient Inmate's ability to understand the nature of the criminal proceedings or to assist counsel in the conduct of a defense in a reasonable manner.

ii. Contractor shall verbally report any escape within 24 hours to the court that made the commitment, the prosecutor in the case, the Department of Justice, and the DSH Contract Manager, with a written report to follow within five business days.

iii. Contractor shall report via phone or email to the DSH Contract Manager when a Patient Inmate who is currently receiving treatment in the JBCT program is involved in a Serious Incident. "Serious Incidents" shall include, but not be limited to, causing serious harm to self or others and committing a new felony offense. Such reporting shall take place within 24 hours of the Serious Incident. Contractor shall respond to Serious Incidents and law enforcement issues, with coverage 24 hours per day, seven days a week, and with the capacity to arrange for or provide emergency transportation of Patient Inmates. Contractor shall maintain a Serious Incident file that is separate from the Patient Inmate record.

iv. Contractor shall file a certificate of restoration with the court that made the commitment when the Program Director or their designee determines that the Patient Inmate has regained trial competence.

2. TREATMENT PROTOCOL

A. JBCT is an intensive, milieu-based treatment program that quickly facilitates competency through a combination of group and individual therapy.

B. Contractor shall focus on providing individualized treatment daily to Patient Inmates. In the event Contractor has two or more Patient Inmates admitted in the JBCT program, group therapy shall be utilized when appropriate. Group content should include one of the four group treatment domains: *competency education, understanding and management of mental illness, physical exercise, and mental/social stimulation.* Many group topics can be assimilated into the groupings, e.g., mock trial, music-based competency treatment, etc.

C. Contractor shall provide individual sessions per day to each Patient Inmate. Individual sessions may be used to check-in with Patient Inmates and/or discuss key legal elements of the individual's case that may be too sensitive for group discussion. Specific competency issues can best be addressed

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individually, e.g., a Patient Inmate understands court proceedings but struggles to apply the knowledge to their individual case.

D. Contractor's psychiatrist shall see each Patient Inmate weekly. A psychiatric assessment is a component of the admission process, and more frequent appointments shall be available as needed.

E. Together on a weekly basis, the multi-disciplinary treatment team shall review:

i. Progress of all Patient Inmates admitted within 30 days,

ii. At subsequent 14-day intervals thereafter, and

iii. When a Patient Inmate is under consideration for discharge.

The multi-disciplinary treatment team shall be responsible for providing the committing court progress reports pursuant to Penal Code section 1370 subdivision (b)(1).

3. SAMPLE SMALL COUNTY JBCT PROGRAM TREATMENT SCHEDULE

Monday	*Tuesday*	*Wednesday*	*Thursday*	*Friday*
	Staff Member 1: Law Class	**Staff Member 2:** Law Class	**Staff Member 1:** Law Class	**Staff Member 2:** Law Class
	Staff Member 1: Individual Therapy	**Staff Member 2:** Individual Therapy	**Staff Member 1:** Individual Therapy	**Staff Member 2:** Individual Therapy

4. SAMPLE PROPOSED SMALL COUNTY JBCT PROGRAM STAFFING MODEL:

Number of Patients	1 to 2 Patients per Month
Treatment Team Staffing*	Social Worker Supervisor II, LMFT – 0.1 Psychiatrist – contracted per hour Psychologist – contracted per evaluation Mental Health Clinician – 0.2 Physician Assistant – 0.2
Administrative Staff*	Senior Office Assistant – 0.1 Staff Services Analyst – 0.1 Accountant II – 0.1 Senior Administrative Analyst – 0.1
Custodial Staff*	Deputy – 2.0
**Number of positions reflect full-time equivalent (FTE) values.*	

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EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

1. INVOICING AND PAYMENT:

A. Contractor shall submit all invoices not more frequently than monthly in arrears.

B. For services satisfactorily rendered, and upon receipt and approval of invoices submitted as described herein, the DSH agrees to compensate Contractor in accordance with the rates specified in section 5, Budget Detail.

C. The DSH is not responsible for services performed by Contractor outside of this Agreement, or for services performed other than as outlined in Exhibit A, Scope of Work and Exhibit A-1, Program Elements.

D. The DSH makes no guarantee, either written or implied, as to the actual amount of funds that will be expended under this Agreement.

E. Contractor shall not bill or seek reimbursement from DSH for any goods or services if Contractor received or will receive reimbursement or funding for such goods or services under any federal program, such as the CAREs Act or FEMA disaster relief, except when Contractor has billed Medicare and seeks the difference between the Medicare payment and the DSH contract price.

2. INSTRUCTIONS TO CONTRACTOR:

A. To expedite the processing of invoices submitted to the DSH for payment, all invoice(s) shall be submitted to the DSH for review and approval at the following address:

Department of State Hospitals
Attention: Accounting Office
1215 O Street, MS-2
Sacramento, CA 95814

OR
DSHSAC.AccountsPayable@dsh.ca.gov

B. Contractor shall submit one original and three copies of each invoice, unless emailed.

C. Contractor shall type, not handwrite, each invoice on company letterhead. The DSH may provide an invoice template, if requested, which may be used in lieu of company letterhead.

D. Contractor shall clearly note Contractor's name and address on each invoice. The name on the invoice must match the Payee Data Record (Std. 204) and the name listed on this Agreement.

E. Contractor shall list and itemize in accordance with the Budget Detail, all services or deliverables provided on each invoice.

F. Contractor shall include the following on each submitted invoice:
   i. Date(s) during which the services or deliverables were provided and the date in which the invoice was generated.
   ii. Agreement number, which can be found on the Standard Agreement Form (Std. 213).
   iii. Small Business certification number, if applicable.

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iv. Professional license number, if applicable; and
v. Invoice total.

3. BUDGET CONTINGENCY CLAUSE:

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

B. If funding for any Fiscal Year (FY) is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an Agreement amendment to Contractor to reflect the reduced amount.

C. If this Agreement overlaps Federal and State FYs, should funds not be appropriated by Congress or approved by the Legislature for the FY in which the Agreement was entered into, and/or any subsequent years covered under this Agreement, the State may exercise its option to cancel this Agreement.

D. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by Congress or the Legislature which may affect the provisions or terms of funding of this Agreement in any manner.

4. PROMPT PAYMENT CLAUSE:

A. Payment will be made in accordance with, and within the time specified in, Government Code section 927, et seq.

5. BUDGET DETAIL:

Mariposa County JBCT Cost Estimate		
Mariposa JBCT	**Daily Rate**	**Annual Cost**
Fixed Cost		
Medical/Psychiatric Services	$-	**$51,000**
Competency Services	$-	**$41,700**
Administrative Support	$-	**$49,686**
Variable Cost - paid as patients are served		
Housing & Security - Daily Rate	$169	**$152,100 (Roughly ten (10) patients)**
Medications - Daily Rate	$13	**$11,700 (Roughly ten (10) patients)**

A. The maximum amount of this Agreement shall not exceed **$918,558.00.**

B. At the sole discretion of the DSH and for the purposes of accounting, the DSH may adjust the total proposed expenditure for each fiscal year as needed. In no event will this change the contract price for the services actually rendered.

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C. Contractor must submit all invoices within a reasonable time but, no later than 12 months from the date that services were provided. If Contractor fails to provide invoices within 12 months of the date services are rendered, the DSH may elect to reject the invoices for payment as untimely and Contractor will be deemed to have waived any right to payment of the late invoices.

D. Contractor shall not be reimbursed for any travel-related expenses. All travel shall be at the expense of Contractor.

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EXHIBIT B-1
SAMPLE INVOICE

[Insert Contractor's Department company logo/address]

INVOICE

DATE	INVOICE #

Department of State Hospitals
Attn: Accounting Office
1600 9th Street, Room 141
Sacramento, CA 95814

PERIOD OF SERVICE	AGREEMENT #
[insert date range of month being invoiced]	

Medical/Psychiatric Services Fixed Cost for [insert month being invoiced]	Competency Services Fixed Cost for [insert month being invoiced]	Administrative Support Fixed Cost for [insert month being invoiced]
$4,250.00	**$3,475.00**	**$4,140.50**

Housing & Security Costs						
Daily Rate		Number of Patients Treated		Days in Treatment		Total for [insert month being invoiced]
$169.00	X	[Insert total number of patients treated in the month being invoiced]	X	[Insert actual number of days in treatment for the month being invoiced]	=	$_____
Medication Costs						
Daily Rate		Number of Patients Treated		Days in Treatment		Total for [insert month being invoiced]
$13.00	X	[Insert total number of patients in the month being invoiced]	X	[Insert actual number of days in treatment for the month being invoiced]	=	$_____

Invoice Total for [insert month being invoiced]:	$_____

PLEASE MAKE REMITTANCE PAYABLE TO:
[Insert Contractor's Department billing contact/address]

Prepared By: [Signature here]_____
[Insert name/title here]

Attachment: Contract 21-24-signed (RES-2021-638 : 1St Amendment to JBCT Services Agreement with the Department of State Hospitals)

EXHIBIT C
GENERAL TERMS AND CONDITIONS

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. ASSIGNMENT: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

~~5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.~~

5. ***INDEMNIFICATION: In the event the State Department of State Hospitals and a county jail treatment facility are determined to be comparatively at fault for any claim, action, loss, or damage which results from their respective obligations under such a contract, each shall indemnify the other to the extent of its comparative fault.***

6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

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9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

    Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS: Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

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a. The Government Code Chapter on Antitrust claims contains the following definitions:
   1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
   2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of $100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

    a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

    b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of $200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

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19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

    a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

    b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER: If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

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EXHIBIT D
SPECIAL TERMS AND CONDITIONS

1. SUBCONTRACTS:

A. Except for subcontracts identified in accordance with the solicitation, Contractor shall submit any subcontracts in connection with this Agreement to DSH for its prior written approval. No work shall be subcontracted without the prior written approval of DSH. Upon the termination of any subcontract, DSH shall be notified immediately. Any subcontract shall include all the terms and conditions of this Agreement and its attachments.

B. Nothing contained in this Agreement shall create any contractual relationship between DSH and any subcontractors, and Contractor is solely responsible for payment of any and all fees, expenses, salaries and benefits of subcontractor. No subcontract shall relieve Contractor of its responsibilities and obligations hereunder. Contractor is fully responsible to DSH for the acts and omissions of its subcontractors and of persons either directly or indirectly employed or acting as an agent by any of them. Contractor agrees to indemnify and hold DSH harmless for any costs, losses or claims, including reasonable attorney fees, resulting from its subcontractors.

2. PUBLICATIONS AND REPORTS:

A. DSH reserves the right to use and reproduce all publications, reports, and data produced or delivered pursuant to this Agreement. DSH further reserves the right to authorize others to use or reproduce such materials, provided the author of the report is acknowledged in any such use or reproduction.

B. If the publication and/or report are prepared by non-employees of DSH, and the total cost for such preparation exceeds $5,000, the publication and/or report shall contain the numbers and dollar amounts of all agreements and subcontracts relating to the preparation of the publication and report in a separate section of the report (Government Code section 7550).

3. PROGRESS REPORTS:

A. If progress reports are required by the Agreement, Contractor shall provide a progress report in writing, or orally if approved by DSH Contract Manager, at least once a month to DSH Contract Manager. This progress report shall include, but not be limited to; a statement that Contractor is or is not on schedule, any pertinent reports, and any interim findings if applicable. Contractor shall cooperate with and shall be available to meet with DSH to discuss any difficulties, or special problems, so that solutions or remedies can be developed as soon as possible.

4. PRESENTATION:

A. Upon request, Contractor shall meet with DSH to present any findings, conclusions, and recommendations required by the Agreement for approval. If set forth in the Agreement, Contractor shall submit a comprehensive final report for approval. Both the final meeting and the final report shall be completed on or before the date indicated in this Agreement.

5. DEPARTMENT OF STATE HOSPITALS STAFF:

A. DSH's staff shall be permitted to work side-by-side with Contractor's staff to the extent and under conditions as directed by DSH Contract Manager. In this connection, DSH's staff shall be given access to all data, working papers, etc., which Contractor seeks to utilize.

B. The Contractor shall abide by DSH's written policy and procedures on "nepotism," which is defined as "The practice of an employee using their influence or power to aid or hinder another in

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the employment setting because of a personal relationship." Accordingly, Contractor shall not use their influence or power to aid or hinder another in DSH's or Contractor's employment setting because of a personal relationship. The Contractor shall disclose any personal relationship with any current DSH workforce member by completing DSH 3215 Verification of Personal Relationships and Hiring of Relatives. Contractor shall also disclose any personal relationships with any current subcontractor(s)' workforce member.

6. CONFIDENTIALITY OF DATA AND DOCUMENTS:

A. Contractor shall not disclose data or documents or disseminate the contents of the final or any preliminary report without written permission of DSH Contract Manager. However, all public entities shall comply with California Public Records Act (Government Code sections 6250 et seq.).

B. Permission to disclose information or documents on one occasion shall not authorize Contractor to further disclose such information or documents on any other occasion except as otherwise provided in the Agreement or required by law.

C. Contractor shall not comment publicly to the press, or any other media, regarding the data or documents generated, collected, or produced in connection with this Agreement, or DSH's actions on the same, except to DSH's staff, Contractor's own personnel involved in the performance of this Agreement, or as required by law.

D. If requested by DSH, Contractor shall require each of its employees or officers who will be involved in the performance of this Agreement to agree to the above terms in a form to be approved by DSH and shall supply DSH with evidence thereof.

E. Each subcontract shall contain the foregoing provisions related to the confidentiality of data and nondisclosure.

F. After any data or documents submitted has become a part of the public records of DSH, Contractor may at its own expense and upon written approval by DSH Contract Manager, publish or utilize the same data or documents but shall include the following Notice:

LEGAL NOTICE

This report was prepared as an account of work sponsored by the Department of State Hospitals (Department), but does not necessarily represent the views of the Department or any of its employees except to the extent, if any, that it has formally been approved by the Department. For information regarding any such action, communicate directly with the Department at P.O. Box 952050, Sacramento, California, 94252-2050. Neither said Department nor the State of California, nor any officer or employee thereof, or any of its contractors or subcontractors makes any warranty, express or implied, or assumes any legal liability whatsoever for the contents of this document. Nor does any party represent that use of the data contained herein, would not infringe upon privately owned rights without obtaining permission or authorization from any party who has any rights in connection with the data.

7. PROVISIONS RELATING TO DATA:

A. "Data" as used in this Agreement means recorded information, regardless of form or characteristics, of a scientific or technical nature. It may, for example, document research, experimental, developmental or engineering work; or be usable or be used to define a design or process; or support a premise or conclusion asserted in any deliverable document called for by this Agreement. The data may be graphic or pictorial delineations in media, such as drawings or photographs, charts, tables, mathematical modes, collections or extrapolations of data or

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information, etc. It may be in machine form, as punched cards, magnetic tape, computer printouts, or may be retained in computer memory.

B. "Generated data" is that data, which a Contractor has collected, collated, recorded, deduced, read out or postulated for utilization in the performance of this Agreement. Any electronic data processing program, model or software system developed or substantially modified by Contractor in the performance of this Agreement at the expense of DSH, together with complete documentation thereof, shall be treated in the same manner as generated data.

C. "Deliverable data" is that data which under terms of this Agreement is required to be delivered to DSH. Such data shall be property of the State of California and DSH.

D. Prior to the expiration of any legally required retention period and before destroying any data, Contractor shall notify DSH of any such contemplated action; and DSH may within 30 days of said notification determine whether or not this data shall be further preserved. DSH shall pay the expense of further preserving this data. DSH shall have unrestricted reasonable access to the data that is preserved in accordance with this Agreement.

E. Contractor shall use best efforts to furnish competent witnesses to testify in any court of law regarding data used in or generated under the performance of this Agreement.

F. All financial, statistical, personal, technical and other data and information relating to DSH's operation, which are designated confidential by the State or DSH and made available to carry out the Agreement, or which become available to Contractor in order to carry out this Agreement, shall be protected by Contractor from unauthorized use and disclosure.

G. If DSH determines that the data and information are inadequately protected by Contractor or its subcontractors, DSH shall provide notice of its determination and Contractor and/or its subcontractors shall improve the protections to DSH's satisfaction which shall be evidenced by written approval of the protections implemented.

8. APPROVAL OF PRODUCT:

A. Each product to be approved under this Agreement shall be approved by the Contract Manager. DSH's determination as to satisfactory work shall be final, absent fraud or mistake.

9. SUBSTITUTIONS:

A. Contractor's key personnel as indicated in its proposal may not be substituted without the Contract Manager's prior written approval.

10. NOTICE:

A. Notice to either party shall be given by first class mail, by Federal Express, United Parcel Service or similar carrier, properly addressed, postage fully prepaid, to the address beneath the name of each respective party. Alternatively, notice may be given by personal delivery by any means whatsoever to the party and such notice shall be deemed effective when delivered.

11. WAIVER:

A. All remedies afforded in this Agreement are cumulative; that is, in addition to every other remedy provided therein or by law. The failure of DSH to enforce any provision of this Agreement, shall not waive its right to enforce the provision or any other provision of the Agreement.

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12. GRATUITIES AND CONTINGENCY FEES:

A. Contractor shall not provide gratuities to any officer or employee of DSH or the State to secure an agreement or favorable treatment with respect to an agreement, the occurrence of which shall constitute a material breach of this Agreement. DSH, by written notice to Contractor, may terminate this Agreement with cause if it is found that gratuities were offered or given by Contractor or any agent or representative of Contractor to any officer or employee of the State or the DSH with a view toward securing an agreement or securing favorable treatment with respect to the awarding, amending, or performance of such agreement.

B. In the event this Agreement is terminated as provided in the paragraph above, DSH shall be entitled (a) to pursue the same remedies against Contractor as it could pursue in the event of the breach of the Agreement by Contractor, and (b) as a predetermined amount of liquidated damages, Contractor shall pay an amount which shall not be less than three times the cost incurred by Contractor in providing any such gratuities to any such officer or employee.

C. The rights and remedies of DSH provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

D. Contractor warrants by execution of this Agreement that no person or selling agency has been employed or retained to solicit or secure this Agreement for a commission, percentage, brokerage or contingent fee, excepting bona fide employees of Contractor, for the purpose of securing business. For breach or violation of this warranty, DSH shall, among other rights, have the right to rescind this Agreement without liability, paying only for the values of the work actually returned, or in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

13. INTEGRATION CLAUSE:

A. The parties agree that this Agreement, including only the State standard form 213 and all exhibits, constitute the entire agreement of the parties and no other understanding or communication, whether written or oral, shall be construed to be a part of this Agreement.

14. CAPTIONS:

A. The clause headings appearing in this Agreement have been inserted for the purpose of convenience and ready reference. They do not purport to and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they pertain.

15. PUBLIC HEARINGS:

A. If public hearings on the subject matter dealt with in this Agreement are held within one year from the Agreement expiration date, Contractor shall make available to testify the personnel assigned to this Agreement at the hourly rates specified in Contractor's proposed budget. DSH shall reimburse Contractor for travel of said personnel at the Agreement, or if none, at State rates for such testimony as may be requested by DSH.

16. FORCE MAJEURE:

A. Neither DSH nor Contractor shall be deemed to be in default in the performance of the terms of this Agreement if either party is prevented from performing the terms of this Agreement by causes beyond its control, which shall include without being limited to: acts of God; interference, rulings or decision by municipal, Federal, State, or other governmental agencies, boards or commissions; any laws and/or regulations of such municipal, State, Federal, or other governmental bodies; or

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any catastrophe resulting from flood, fire, explosion, earthquakes or other similar environmental causes beyond the control of the defaulting party. If any of the stated contingencies occur, the party delayed by force majeure shall immediately give the other party written notice of the cause of delay. The party delayed by force majeure shall use reasonable diligence to correct the cause of the delay, if correctable.

17. LITIGATION:

A. DSH, promptly after receiving notice thereof, shall notify Contractor in writing of the commencement of any claim, suit, or action against DSH or its officers or employees for which Contractor must provide indemnification under this Agreement. The failure of DSH to give such notice, information, authorization or assistance shall not relieve Contractor of its indemnification obligations. Contractor shall immediately notify DSH of any claim or action against it which affects, or may affect, this Agreement, the terms or conditions hereunder, DSH, and shall take such action with respect to said claim or action which is consistent with the terms of this Agreement and the interest of DSH.

B. Contractor shall be in default of this Agreement (i) upon the institution by or against Contractor of insolvency, receivership or bankruptcy proceedings or any other proceedings for the settlement of Contractor's debts, (ii) upon Contractor making an assignment for the benefit of creditors, (iii) upon either party's dissolution or ceasing to do business or (iv) when the facts and circumstances indicate that Contractor is insolvent. For purposes of this Agreement, Contractor shall be deemed insolvent if: (i) Contractor has failed to pay salaries, overtime or benefits required by law of agreement, (ii) Contractor has failed to pay a subcontractor amounts owed pursuant to its agreements with a subcontractor, or (iii) Contractor has failed to pay a vendor amounts Contractor owes the vendor for more than 90 days the past due date for payment.

18. DISPUTES:

A. Contractor shall first discuss and attempt to resolve any dispute arising under or relating to the performance of this Agreement.

19. EVALUATION OF CONTRACTOR'S PERFORMANCE:

A. DSH shall evaluate Contractor's performance under this Agreement using standardized evaluation forms which shall be made available to every state agency pursuant to Public Contracts Code section 10367.

20. AUDITS, INSPECTION AND ENFORCEMENT:

A. Contractor agrees to allow DSH to inspect its facilities and systems, and make available for review its books and records to enable DSH to monitor compliance with the terms of this Agreement and audit invoices submitted to DSH.

B. Contractor shall promptly remedy any violation of any provision of this Agreement to the satisfaction of DSH.

C. The fact that DSH inspects, or fails to inspect, or has the right to inspect Contractor's facilities, systems, books and records does not relieve Contractor of its responsibility to independently monitor its compliance with this Agreement.

D. DSH's failure to detect or DSH's detection of any unsatisfactory practices, but failure to notify Contractor or require Contractor's remediation of the unsatisfactory practices does not constitute acceptance of such practice or a waiver of DSH's enforcement rights under the Agreement.

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21. USE OF STATE FUNDS:

A. Contractor, including its officers and members, shall not use funds received from DSH pursuant to this Agreement to support or pay for costs or expenses related to the following:

i. Campaigning or other partisan activities to advocate for either the election or defeat of any candidate for elective office, or for or against the passage of any proposition or ballot measure; or,

ii. Lobbying for either the passage or defeat of any legislation.

B. This provision is not intended and shall not be construed to limit any expression of a view, opinion, or position of any member of Contractor as an individual or private citizens, as long as state funds are not used; nor does this provision limit Contractor from merely reporting the results of a poll or survey of its membership.

22. CANCELLATION PROVISIONS:

A. Unless otherwise specified, this Agreement may be canceled at any time by DSH, in writing, with thirty (30) days advance notice. If canceled, payment shall be made only for the provision of services expressly authorized by this Agreement until the date of cancellation and only at the rates set forth in Exhibit B, Budget Detail. In the case of early termination, a final payment will be made to Contractor upon receipt of an invoice covering all authorized costs, at the rates set forth in Exhibit B, incurred prior to the date of cancellation or termination. DSH shall not be responsible for unamortized costs, overhead or capital costs or any other related costs, including but, not limited to costs incurred in connection with the cancellation of leases or contracts pertaining to facilities, equipment or supplies, labor and employee benefits costs, and expenditures incurred after the date of notice of cancellation.

B. If DSH determines that Contractor has breached a material term of the Agreement and has not cured the breach or ended the violation within the time specified by DSH, DSH may terminate the contract by providing notice to Contractor. DSH Information Security Officer shall report as required HIPAA violations to the Secretary of the U.S. Department of Health and Human Services.

C. Failure to comply with section 1 or 6 of this Exhibit, or a violation of section 12 of this Exhibit, shall be deemed a material breach of this Agreement.

23. EMPLOYMENT PROVISIONS:

A. Contractor acknowledges and agrees that neither Contractor, their personnel, subcontractors, nor other service providers through this Agreement are employees of DSH. Contractor and its independent contractors shall be solely responsible for:

i. Paying any and all payroll taxes, including, but not limited to Social Security and Medicare taxes,

ii. Federal or state income tax withholding,

iii. Providing unemployment insurance and workers compensation insurance, and

iv. Paying compensation to its employees in accordance with federal and state labor laws, including overtime pay unless otherwise specified in this Agreement, as well as penalties that may be imposed for failure to comply with these laws. Contractor agrees to indemnify and

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hold harmless DSH for any damages, losses, expenses, including reasonable attorney fees, in connection with its failure to pay salary or overtime, or provide benefits, including, but not limited to health care benefits or retirement benefits, to its employees, or its failure to provide to comply with federal or state labor laws.

24. LIABILITY FOR LOSS AND DAMAGES:

A. Any damages by Contractor, their personnel, subcontractors, and other service providers through this Agreement to DSH's facility, including equipment, furniture, materials, or other State or DSH property, shall be repaired or replaced by Contractor to the satisfaction of DSH at Contractor's expense. DSH, at its option, may repair any such damage and deduct the cost thereof from any sum due Contractor under this Agreement.

25. SECURITY CLEARANCE/FINGERPRINTING/TUBERCULIN SKIN TESTING:

A. DSH reserves the right to conduct fingerprinting, drug testing, and/or security clearance through the Department of Justice, Bureau of Criminal Identification and Information (BCII), prior to award and at any time during the term of the Agreement, in order to permit Contractor, their personnel, subcontractors, and other service providers through this Agreement access to State premises. DSH further reserves the right to terminate this Agreement should a threat to security be determined.

B. In the event that the services required under this Agreement will be performed within a DSH facility, Contractors and their employees who are assigned to work with, near, or around patients shall be required to be examined and tested or medically evaluated by a licensed healthcare provider for TB in an infectious or contagious stage prior to the performance of contracted duties, and at least once a year thereafter (within 12 months of their initial or previous TB test under this contract), or more often as directed by DSH. Contractors and their employees who have any contact (physical or nonphysical) with patients, shall be required to furnish to the DSH Contract Manager, at no cost to DSH, a documented Tuberculosis (TB) evaluation/test for TB infection (Tuberculin Skin Test (TST) or a blood test Interferon Gamma Release Assay (IGRA) completed within (30) thirty days of the start date of the services and be certified to be free of TB in an infectious or contagious stage by a licensed healthcare provider prior to assuming their contracted duties and annually thereafter.

C. If both of the documented results of the TST provided ≤ 0-9/mm of induration, then the tested person may be cleared to provide services. However, if the documented result of the TST is ≥ 10/mm of induration, then they shall be subject to additional testing and/or clearances before he or she is allowed to work at a DSH facility.

D. DSH reserves the right, in its sole and absolute discretion, to take measures to minimize the transmission of influenza. Contractor, their personnel, subcontractors, and other service providers through this Agreement may be required to either a) show written proof that they have received an influenza vaccine, or b) complete an Influenza Declination Form, which will be provided upon request. In addition, all non-vaccinated providers may be required to wear a mask. In its sole and absolute discretion, DSH may elect to provide free influenza vaccines to Contractor, their personnel, subcontractors, and other service providers through this Agreement.

26. PHYSICIAN OWNERSHIP AND REFERRAL ACT OF 1993:

A. For applicable medical services contracts, and in accordance with the Physician Ownership and Referral Act of 1993, Contractor shall not refer any patient to any health care provider or health-related facility if Contractor has a financial interest with that health care provider or health-related facility.

Attachment: Contract 21-24-signed (RES-2021-638 : 1St Amendment to JBCT Services Agreement with the Department of State Hospitals)

B. Contractor may make a referral to or request consultation from a sole source health care provider or health-related facility in which financial interest is held if Contractor is located where there is no alternative provider of service within either twenty-five (25) miles or forty (40) minutes travel time, subject to the prior approval of DSH. Contractor shall disclose, in writing, as well as on a continuous basis, to DSH, its financial interest at the time of referral or request for consultation. In no event, will this prohibit patients from receiving emergency health care services.

27. AMENDMENTS:

A. The parties reserve the right to amend this Agreement as mutually agreed upon. This is in addition to the right to amend for other reasons contained in this Agreement or noted in the solicitation that resulted in this Agreement, if applicable. Any amendment shall be in writing and signed by both parties and be approved by the Department of General Services if such approval is required.

Attachment: Contract 21-24-signed (RES-2021-638 : 1St Amendment to JBCT Services Agreement with the Department of State Hospitals)

EXHIBIT E
CONFIDENTIALITY AND INFORMATION SECURITY PROVISIONS
(HIPAA Business Associate Agreement)

These Confidentiality and Information Security Provisions (for HIPAA/HITECH Act contracts) set forth the information privacy and security requirements Contractor is obligated to follow with respect to all confidential information (as defined herein) disclosed to Contractor, or collected, created, maintained, stored, transmitted, or used by Contractor for or on behalf of the California Department of State Hospitals (DSH), pursuant to Contractor's agreement with DSH. DSH and Contractor (the parties) desire to protect the privacy and provide for the security of DSH confidential information pursuant to this Exhibit and in compliance with state and federal laws applicable to the confidential information.

1. CONFIDENTIALITY AND INFORMATION SECURITY PROVISIONS:

A. Contractor shall comply with applicable laws and regulations, including but not limited to Welfare and Institutions Code sections 14100.2 and 5328 et seq., the Lanterman-Petris-Short Act, Civil Code section 1798 et seq., the Information Practices Act of 1977, Health and Safety Code section 123100 et seq., the Patient Access to Health Records Act, Title 42, Code of Federal Regulations (C.F.R.) part 431.300 et seq., and the Health Insurance Portability and Accountability Act of 1996 (HIPAA), including but not limited to section 1320d et seq. of Title 42 of the United States Code and its implementing regulations (including but not limited to Title 45, Code of Federal Regulations(C.F.R.), Parts 160, 162 and 164) (HIPAA regulations) regarding the confidentiality and security of protected health information (PHI). The following provisions of this Exhibit , set forth some of the requirements of these statutes and regulations. This Exhibit should not be considered an exclusive list of the requirements. Contractor is required to fulfill the requirements of these statutes and regulations by independently researching and obtaining legal advice on these requirements as they may be amended from time to time.

B. Order of Precedence: With respect to confidentiality and information security provisions for all DSH confidential information, the terms and conditions of this Exhibit shall take precedence over any conflicting terms or conditions set forth in any other part of the agreement between Contractor and DSH, including Exhibit A (Scope of Work), all other exhibits and any other attachments, and shall prevail over any such conflicting terms or conditions.

C. Effect on lower tier transactions: The terms of this Exhibit shall apply to all contracts, subcontracts, and subawards, and the information privacy and security requirements Contractor is obligated to follow with respect to DSH confidential information disclosed to Contractor, or collected, created, maintained, stored, transmitted or used by Contractor for or on behalf of DSH, pursuant to Contractor's agreement with DSH. When applicable, the Contractor shall incorporate the relevant provisions of this Exhibit into each subcontract or subaward to its agents, subcontractors, or independent consultants.

2. DEFINITIONS:

A. The following terms used in the agreement between DSH and Contractor shall have the same meaning as those terms in the HIPAA Rules: Breach, Covered Entity, Data Aggregation, Disclosure, Health Care Operations, Individual, Minimum Necessary, Protected Health Information, Secretary, Subcontractor, Unsecured Protected Health Information, and Use.

Attachment: Contract 21-24-signed (RES-2021-638 : 1St Amendment to JBCT Services Agreement with the Department of State Hospitals)

B. Specific Definitions

i. Contractor. Contractor shall have the same meaning as the term "business associate" at 45 C.F.R. section 160.103.

ii. HIPAA Rules. HIPAA Rules shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 C.F.R. Parts 160 and 164 .

iii. Confidential Information. Confidential information shall mean information or data that is Protected Health Information or Personal Information as defined herein.

iv. Personal Information (PI). Personal Information shall have the same meaning as defined in Civil Code section 1798.3, subdivision (a).

v. Required by law, as set forth under 45 C.F.R. section 164.103, shall mean a mandate contained in law that compels an entity to make a use or disclosure of PHI that is enforceable in a court of law. This includes, but is not limited to, court orders and court-ordered warrants, subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or an administrative body authorized to require the production of information, and a civil or an authorized investigative demand. It also includes Medicare conditions of participation with respect to health care providers participating in the program, and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing public benefits.

vi. Security Incident. Security Incident shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of PHI or PI, or confidential data that is essential to the ongoing operation of Contractor's organization and intended for internal use; or interference with system operations in an information system.

3. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE:

A. Contractor agrees to:

i. not use or disclose confidential information other than as permitted or required by the agreement between DSH and Contractor or as required by law. Any use or disclosure of DSH confidential information shall be the Minimum Necessary;

ii. use appropriate safeguards, and comply with Subpart C of 45 C.F.R. Part 164 with respect to electronic confidential information, to prevent use or disclosure of confidential information other than as provided for by the agreement with DSH;

iii. report to DSH any use or disclosure of confidential information not provided for by the agreement with DSH of which it becomes aware, including breaches of unsecured protected health information as required at 45 C.F.R. section 164.410, and any security incident of which it becomes aware;

iv. in accordance with 45 C.F.R. sections 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any agents and subcontractors that create, receive, maintain, or transmit

Attachment: Contract 21-24-signed (RES-2021-638 : 1St Amendment to JBCT Services Agreement with the Department of State Hospitals)

confidential information on behalf of Contractor enter into a written agreement with Contractor agreeing to be bound to the same restrictions, conditions, and requirements that apply to Contractor with respect to such information;

v. to provide access and make available confidential information in a designated record set to DSH or to an Individual in accordance with 45 C.F.R. section 164.524 and California Health and Safety Code section 123100 et seq. Designated Record Set shall mean the group of records maintained for DSH that includes medical, dental, and billing records about individuals; enrollment, payment, claims adjudication, and case or medical management systems maintained for DSH health plans; or those records used to make decisions about individuals on behalf of DSH. Contractor shall use the forms and processes developed by DSH for this purpose and shall respond to requests for access to records transmitted by DSH within fifteen (15) calendar days of receipt of the request by producing the records or verifying that there are none;

vi. if Contractor maintains an Electronic Health Record with PHI and an Individual requests a copy of such information in an electronic format, Contractor shall provide such information in an electronic format to enable DSH to fulfill its obligations under the HITECH Act, including but not limited to, 42 U.S.C. section 17935(e);

vii. if Contractor receives data from DSH that was provided to DSH by the Social Security Administration, upon request by DSH, Contractor shall provide DSH with a list of all employees, subcontractors, and agents who have access to the Social Security data, including employees, contractors, and agents of its subcontractors and agents;

viii. make any amendment(s) to confidential information in a Designated Record Set as directed or agreed to by DSH pursuant to 45 C.F.R. section 164.526, or take other measures as necessary to satisfy DSH's obligations under 45 C.F.R. section 164.526;

ix. to document and make available to DSH or (at the direction of DSH) to an Individual within 15 days such disclosures of PHI, and information related to such disclosures, necessary to respond to a proper request by the Individual for an accounting of disclosures of PHI, in accordance with the HITECH Act and its implementing regulations, including but not limited to 45 C.F.R. section 164.528 and 42 U.S.C. section 17935(c). If Contractor maintains electronic health records for DSH as of January 1, 2009, Contractor must provide an accounting of disclosures, including those disclosures for treatment, payment, or health care operations, effective with disclosures on or after January 1, 2014. If Contractor acquires electronic health records for DSH after January 1, 2009, Contractor must provide an accounting of disclosures, including those disclosures for treatment, payment, or health care operations, effective with disclosures on or after the date the electronic health record is acquired, or on or after January 1, 2011, whichever date is later. The electronic accounting of disclosures shall be for disclosures during the three years prior to the request for an accounting;

x. to the extent Contractor is to carry out one or more of DSH's obligation(s) under Subpart E of 45 C.F.R. Part 164, comply with the requirements of Subpart E that apply to DSH in the performance of such obligation(s); and

xi. make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA regulations.

Attachment: Contract 21-24-signed (RES-2021-638 : 1St Amendment to JBCT Services Agreement with the Department of State Hospitals)

4. PERMITTED USES AND DISCLOSURES OF CONFIDENTIAL INFORMATION BY THE CONTRACTOR:

A. Except as otherwise provided in the agreement between Contractor and DSH, Contractor, may use or disclose DSH confidential information to perform functions, activities or services identified in the agreement with DSH provided that such use or disclosure would not violate federal or state laws or regulations.

B. Contractor may not use or disclose the confidential information except as provided and permitted or required by this agreement with DSH or as required by law.

C. Contractor may use and disclose confidential information for the proper management and administration of the Contractor or to carry out the legal responsibilities of the Contractor, provided that such uses and disclosures are required by law.

D. Contractor may use confidential information to provide data aggregation services related to the health care operations of the DSH. Data aggregation means the combining of DSH confidential information created or received by Contractor on behalf of DSH with confidential information received by Contractor in its capacity as the business associate of another Covered Entity, to permit data analyses that relate to the health care operations of DSH.

5. SAFEGUARDS:

A. Contractor shall develop and maintain an information privacy and security program that includes the implementation of administrative, technical, and physical safeguards. The information privacy and security program shall reasonably and appropriately protect the confidentiality, integrity, and availability of the confidential information that it creates, receives, maintains, or transmits; and prevent the use or disclosure of confidential information other than as provided for by the agreement with DSH. Contractor shall provide the DSH with information concerning such safeguards as the DSH may reasonably request from time to time.

B. Contractor shall implement administrative, technical, and physical safeguards to ensure the security of the DSH information on portable electronic media (e.g., USB drives and CD-ROM) and in paper files. Administrative safeguards to be implemented shall include, but are not limited to training, instructions to employees, and policies and procedures regarding the HIPAA Privacy Rule. Technical safeguards to be implemented must comply with the HIPAA Security Rule and Subpart C of part 164 of the HIPAA regulations with respect to electronic confidential information, and shall include, but are not limited to, role-based access, computer passwords, timing out of screens, storing laptop computers in a secure location (never leaving the equipment unattended at workplace, home or in a vehicle) and encryption. Physical safeguards to be implemented shall include, but are not limited to, locks on file cabinets, door locks, partitions, shredders, and confidential destruct.

6. AUTHENTICATION:

A. Contractor shall implement appropriate authentication methods to ensure information system access to confidential information is only granted to properly authenticated and authorized persons. If passwords are used in user authentication (e.g., username/password combination), Contractor shall implement strong password controls on all compatible computing systems that

Attachment: Contract 21-24-signed (RES-2021-638 : 1St Amendment to JBCT Services Agreement with the Department of State Hospitals)

are consistent with the National Institute of Standards and Technology (NIST) Special Publication 800-68 and the SANS Institute Password Protection Policy.

i. Contractor shall implement the following security controls on each server, workstation, or portable (e.g., laptop computer) computing device that processes or stores confidential, personal, or sensitive data:

(1) network-based firewall and/or personal firewall,

(2) continuously updated anti-virus software and

(3) patch-management process including installation of all operating system/software vendor security patches.

ii. Encrypt all confidential, personal, or sensitive data stored on portable electronic media (including, but not limited to, CDs and thumb drives) and on portable computing devices (including, but not limited to, laptop computers, smart phones and PDAs) with a solution that uses proven industry standard algorithms.

iii. Prior to disposal, sanitize all DSH confidential data contained in hard drives, memory devices, portable electronic storage devices, mobile computing devices, and networking equipment in a manner consistent with the National Institute of Standards and Technology (NIST) Special Publication 800-88.

iv. Contractor shall not transmit confidential, personal, or sensitive data via e-mail or other Internet transport protocol over a public network unless, at minimum, a 128-bit encryption method (for example AES, 3DES, or RC4) is used to secure the data.

7. MITIGATION OF HARMFUL EFFECTS:

A. Contractor shall mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of confidential information by Contractor or its subcontractors in violation of the requirements of the agreement.

8. NOTIFICATION OF BREACH:

A. During the term of the agreement with DSH, Contractor shall report to DSH any use or disclosure of information not provided for by its contract of which it became aware including breaches of unsecured confidential information as required by 45 C.F.R. section 164.410.

9. DISCOVERY OF BREACH:

A. Contractor shall immediately notify the DSH Chief Information Security Officer by telephone call and email upon the discovery of a breach of confidential information in all forms (paper, electronic, or oral) if the confidential information was, or is reasonably believed to have been, acquired by an unauthorized person, or within 24 hours by email or fax of the discovery of any suspected security incident, intrusion or unauthorized use or disclosure of confidential information in violation of the agreement with DSH, or potential loss of DSH confidential data. If the security incident occurs

Attachment: Contract 21-24-signed (RES-2021-638 : 1St Amendment to JBCT Services Agreement with the Department of State Hospitals)

after business hours or on a weekend or holiday, notification shall be provided by calling the DSH Chief Information Security Officer. Contractor shall take:

i. prompt corrective action to mitigate any risks or damages involved with the breach and to protect the operating environment and

ii. any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.

10. INVESTIGATION OF BREACH:

A. Contractor shall immediately investigate such security incident, breach, or unauthorized use or disclosure of DSH confidential information. Within 8 hours of discovery (of the breach), Contractor shall notify the DSH Chief Information Security Officer of at least the following:

i. the data elements involved and the extent of the confidential data involved in the breach;

ii. a description of the unauthorized person(s) known or reasonably believed to have improperly acquired, accessed, used, transmitted, sent or disclosed confidential information;

iii. a description of where and when the confidential information is believed to have been improperly acquired, accessed, used, transmitted, sent or disclosed;

iv. a description of the probable causes of the improper acquisition, access, use, transmission, sending, or disclosure; and

v. whether Civil Code sections 1798.29 or 1798.82 or any other federal or state laws requiring individual notifications of breaches are required.

11. WRITTEN REPORT:

A. Contractor shall provide a written report of the investigation to the DSH Information Security Officer within ten (10) working days of the discovery of the breach or unauthorized use or disclosure. The report shall include, but not be limited to, the information specified above, an estimation of cost for remediation, as well as a full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the improper use or disclosure.

12. NOTIFICATION OF INDIVIDUALS:

A. Contractor shall notify individuals of the breach or unauthorized use or disclosure when notification is required under state or federal law and to pay any costs of such notifications, as well as any costs associated with the breach. Notification shall be made in the most expedient time possible without reasonable delay. The DSH Program Contract Manager, DSH Chief Information Security Officer, and DSH Chief Privacy Officer shall approve the time, manner and content of any such notifications and their review and approval must be obtained by Contractor before the notifications are made.

Attachment: Contract 21-24-signed (RES-2021-638 : 1St Amendment to JBCT Services Agreement with the Department of State Hospitals)

13. DSH CONTACT INFORMATION:

A. Contractor shall direct communications to the DSH Program Contract Manager, DSH Chief Information Security Officer, and DSH Chief Privacy Officer Contractor shall initiate contact as indicated herein. DSH reserves the right to make changes to the contact information below by giving written notice to Contractor. Said changes shall not require an amendment to the agreement between the parties to which it is incorporated.

DSH Contract Manager	DSH Chief Privacy Officer	DSH Chief Information Security Officer
See Exhibit A - Scope of Work for contact information	Chief Privacy Officer Office of Legal Services 1600 9th Street, Room 433 Sacramento, CA 95814 Email: yamin.scardigli@dsh.ca.gov Telephone: 916-562-3721	Chief Information Security Officer Information Security Office 1600 9th Street, Suite 250 Sacramento, CA 95814 Email: iso@dsh.ca.gov and security@dsh.ca.gov Telephone: 916-654-4218

14. INTERNAL PRACTICES:

A. Contractor shall make Contractor's internal practices, books and records relating to the use and disclosure of DSH confidential information received from DSH, or created, maintained or received by Contractor, available to DSH or to the Secretary in a time and manner designated by DSH or by the Secretary, for purposes of determining DSH's compliance with HIPAA regulations.

15. EMPLOYEE TRAINING AND DISCIPLINE:

A. Contractor shall train and use reasonable measures to ensure compliance with the requirements of the agreement between DSH and Contractor by employees who assist in the performance of functions or activities under this agreement and use or disclose confidential information; and discipline such employees who intentionally violate any provisions of this agreement.

16. EFFECT OF TERMINATION:

A. Upon termination or expiration of the agreement between Contractor and DSH for any reason, Contractor shall return, at its sole expense, to DSH all confidential information within five (5) business days or as otherwise specified in the request or notice to return records or, if agreed to by DSH, destroy all confidential information received from DSH or created or received by Contractor on behalf of DSH, that Contractor still maintains in any form. Contractor shall retain no copies of DSH confidential information. However, if return or destruction is not feasible, Contractor shall continue to extend the protections and provisions of the agreement to such information, and limit further use or disclosure of such confidential information to those purposes that make the return or destruction of such confidential information infeasible. This provision shall apply to DSH confidential information that is in the possession of Contractor, its subcontractor(s), or its agent(s).

Attachment: Contract 21-24-signed (RES-2021-638 : 1St Amendment to JBCT Services Agreement with the Department of State Hospitals)

17. MISCELLANEOUS PROVISIONS:

A. DSH shall notify Contractor and Contractor shall notify DSH of restrictions on disclosures or the manner of confidential communications requested and agreed to by Contractor or DSH from an Individual to satisfy 45 C.F.R. section 164.522.

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 the agreement with DSH, available to DSH at no cost to DSH to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against DSH, its directors, officers or employees for claimed violations of HIPAA, regulations or other laws relating to security and privacy based upon actions or inactions of Contractor and/or its subcontractors, employees, or agents, except where Contractor or its subcontractors, employees, or agents is a named adverse party.

C. No Third-Party Beneficiaries. Nothing expressed or implied in the terms and conditions of the agreement between Contractor and DSH is intended to confer, nor shall anything herein confer, upon any person other than DSH or Contractor and their respective successors or assignees, any rights, remedies, obligations or liabilities whatsoever.

D. The terms and conditions in this Agreement shall be interpreted as broadly as necessary to implement and comply with the HIPAA regulations and applicable federal and state laws. The parties agree that any ambiguity in the terms and conditions of the agreement between the parties shall be resolved in favor of a meaning that complies and is consistent with state and federal law, including HIPAA and the HIPAA regulations.

E. A reference in the terms and conditions of the agreement between DSH and Contractor to any HIPAA regulation relates to that section in effect or as amended.

F. The obligations of Contractor under this Exhibit E shall survive the termination or expiration of the agreement.

18. JUDICIAL OR ADMINISTRATIVE PROCEEDINGS:

A. DSH may immediately terminate the agreement between Contractor and DSH if (a) Contractor is found liable in a civil or criminal proceeding for a violation of the HIPAA Privacy or Security Rule or (b) a finding or stipulation that Contractor has violated a privacy or security standard or requirement of HIPAA, or other security or privacy laws made in an administrative or civil proceeding in which Contractor is a party.

19. TERMINATION FOR CAUSE:

A. In accordance with 45 C.F.R. section 164.504(e)(1)(ii), upon DSH's knowledge of a material breach or violation of this Exhibit by Contractor, DSH shall:

i. Provide an opportunity for Contractor to cure the breach or end the violation and terminate the agreement if Contractor does not cure the breach or end the violation within the time specified by DSH; or

Attachment: Contract 21-24-signed (RES-2021-638 : 1St Amendment to JBCT Services Agreement with the Department of State Hospitals)

ii. Immediately terminate the agreement if Contractor has breached a material term of this Exhibit and cure is not possible.

Revision 8-5-2020

Attachment: Contract 21-24-signed (RES-2021-638 : 1St Amendment to JBCT Services Agreement with the Department of State Hospitals)

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT - AMENDMENT

SCO ID: 4440-2179002000-A1

D.8.b

STD 213A (Rev. 4/2020)

☐ CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED _____ PAGES

AGREEMENT NUMBER	AMENDMENT NUMBER	Purchasing Authority Number
21-79002-000	A1	DSH-4440

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

CONTRACTING AGENCY NAME
Department of State Hospitals

CONTRACTOR NAME
County of Mariposa

2. The term of this Agreement is:

START DATE
August 1, 2021

THROUGH END DATE
July 31, 2024

3. The maximum amount of this Agreement after this Amendment is:
$918,558.00
Nine Hundred Eighteen Thousand Five Hundred Fifty-Eight Dollars and Zero Cents

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

A. This agreement is necessary to correct an incidental error ensuring the term start date is August 1, 2021, through July 31, 2024.

All other terms and conditions shall remain the same.

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

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)
County of Mariposa

CONTRACTOR BUSINESS ADDRESS	CITY	STATE	ZIP
P.O. Box 784	Mariposa	CA	9533

PRINTED NAME OF PERSON SIGNING	TITLE
Marshall Long	Chair

CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME
Department of State Hospitals

CONTRACTING AGENCY ADDRESS	CITY	STATE	ZIP
1215 O Street, MS-1	Sacramento	CA	9581

PRINTED NAME OF PERSON SIGNING	TITLE
Tiffany Ladd	Section Manager, PCSS

CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL	EXEMPTION (If Applicable)

Attachment: 1st amendment (RES-2021-638 : 1St Amendment to JBCT Services Agreement with the Department of State Hospitals)

MARIPOSA COUNTY

Board of Supervisors · 209-966-3222

MEETING: November 23, 2021

TO: The Board of Supervisors

FROM: Marshall Long, District III Supervisor

RE: Receive a Presentation from Caltrans on Upcoming Project Activities on HWY 140 and 49

TITLE OF PRESENTATION:
Receive an Update from Caltrans Regarding the Ferguson Rock Shed Project. (Supervisor Long)

The presentation is expected to include:

- Talus Removal timeline and video of 2021 season
- Talus Removal look ahead for 2022 season
- Rock Shed updates

BACKGROUND AND HISTORY:
Caltrans often provides formal information to the Board of Supervisors when construction projects under their control within Mariposa County.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
If the Board opts to not receive the presentation it will miss the opportunity to receive information on this subject.

ATTACHMENTS:
Mariposa Board FERGUSON UPDATE (PDF)

RESULT: INFORMATION RECEIVED

November 2021

FERGUSON ROCK SHED UPDATE

Attachment: Mariposa Board FERGUSON UPDATE (12374 : Receive a Presentation from

Attachment: Mariposa Board FERGUSON UPDATE (12374 : Receive a Presentation from

10-0P923 Talus Removal Timeline

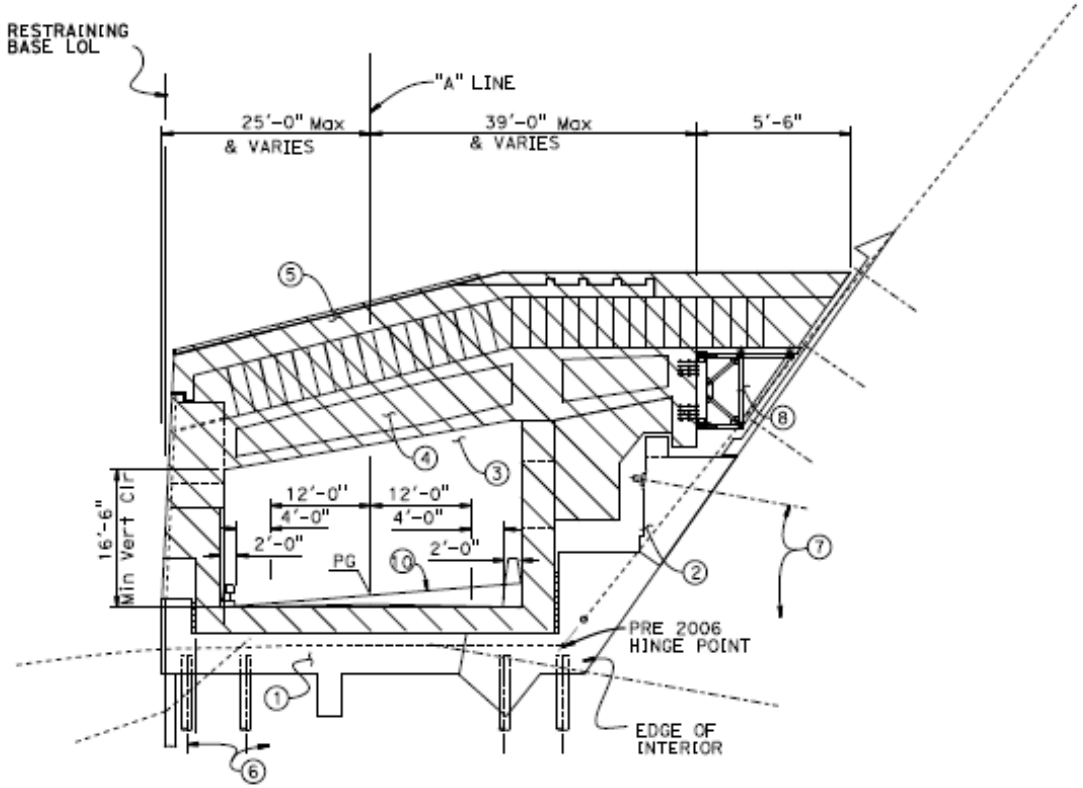
- Begin construction = April 2021
- Trim blasting = May-July 2021
- Talus removal = July-October 2021
- Begin winter suspension = October 2021
- Anticipated begin construction = March 2022

Ferguson Slide Webcam
https://www.senserasystems.com/public/project/Ferguson

Current Photo of Ferguson Slide

10-0P923 Talus Removal 2022 Season

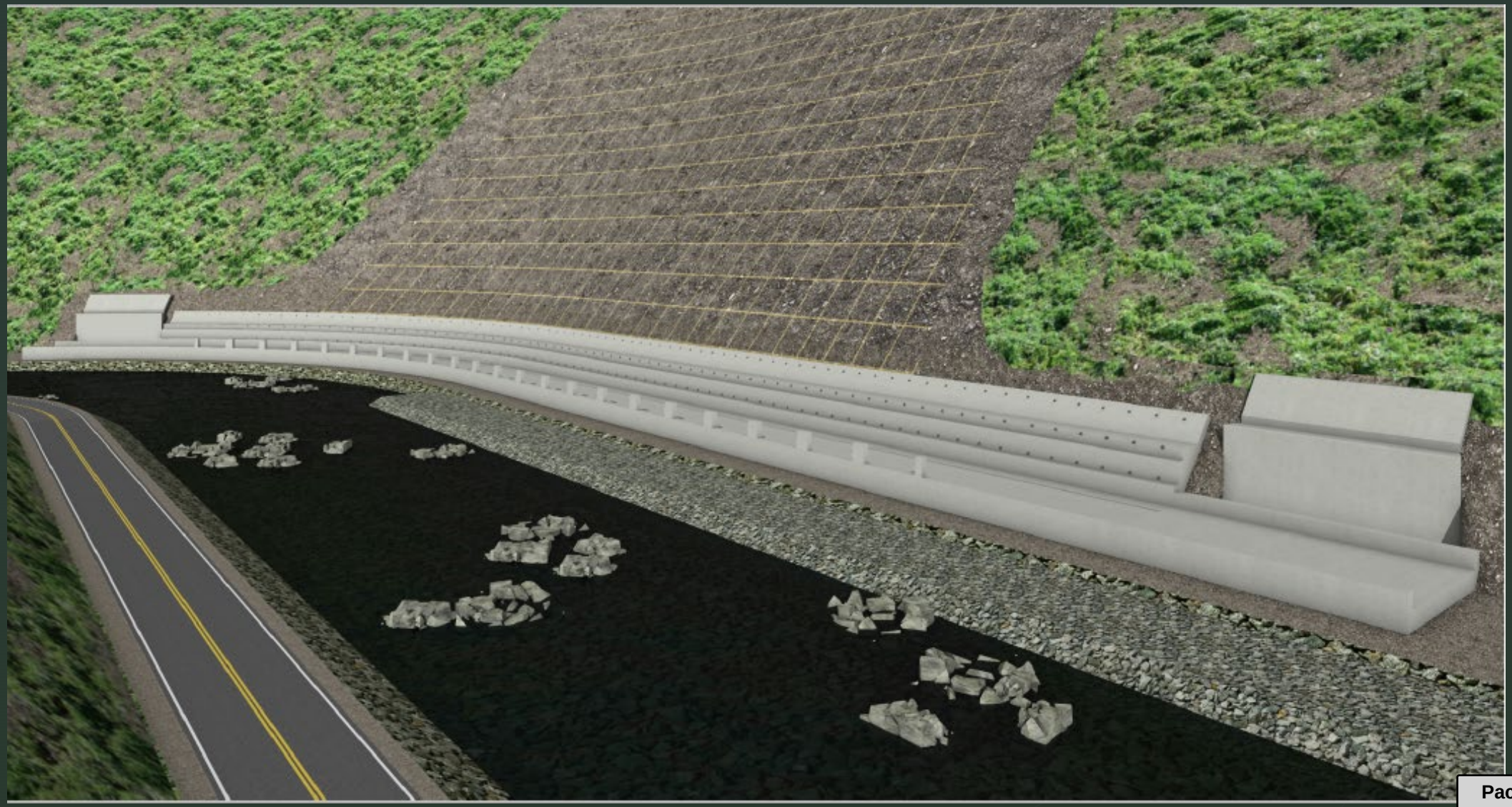
- Soil nail wall
- Install upper row rock anchors
- Remove remaining talus bench
- Remove remaining talus bench
- Construct anchored wall
- Install lower row of rock anchors
- Construct access road in Merced River



TYPICAL SECTION
1" = 10'-0"

Attachment: Mariposa Board FERGUSON UPDATE (12374 : Receive a Presentation from

Rock Shed Construction 2022-2023



Attachment: Mariposa Board FERGUSON UPDATE (12374 : Receive a Presentation from

Attachment: Mariposa Board FERGUSON UPDATE (12374 : Receive a Presentation from

10-0P921 Rock Shed Timeline

- 95% Plan Review = January 2022
- 90% Opinion of Probable Cost = January 2022
- Construction Funds Programmed = Spring 2022
- Award Contract = Winter 2022
- Begin Construction = Spring 2023
- Construction Duration = 4-5 years
- Estimated construction capital cost is $210M (60% OPCC)

Questions & Answers

Contacts:

Bob Highfill, Public Information Officer

(209) 986-9428

Warren Alford, Chief Public & Legislative Affairs

(209) 948 -3849

Attachment: Mariposa Board FERGUSON UPDATE (12374 : Receive a Presentation from

MARIPOSA COUNTY

Public Works · 209-966-2498

RESOLUTION - ACTION REQUESTED 2021-639

MEETING: November 23, 2021

TO: The Board of Supervisors

FROM: Shannon Hansen, Interim Director of Public Works & Transportation

RE: Update on Emergency Repair Work on White Rock Road

RECOMMENDATION AND JUSTIFICATION:

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

BACKGROUND AND HISTORY OF BOARD ACTIONS:

On October 14, 2021, an inspection occurred on a 10 ft x 10 ft box culvert located on White Rock Road approximately 0.40 miles north of the bridge across Mariposa Creek. The inspection revealed that there was extreme deterioration of the reinforced concrete structure and exposed steel throughout the concrete structure. The culvert posed a clear and imminent danger, requiring immediate action to prevent the loss or impairment of life, health, property, or essential public services.

On November 2, 2021, pursuant to Resolution 2021-606, the Board authorized an agreement with Palmer Tractor for emergency repair work on the box culvert located on White Rock Road.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
If the Board does not review this action and determine, by a four-fifths vote, that there is a need to continue the emergency action, the emergency contracting procedures contained in Public Contract Code Sections 22050 may not be utilized.

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

REF ID# 12360

MARIPOSA COUNTY

Public Works · 209-966-2498

RESOLUTION - ACTION REQUESTED 2021-640

MEETING: November 23, 2021

TO: The Board of Supervisors

FROM: Shannon Hansen, Interim Director of Public Works & Transportation

RE: Approve Five Year Agreement with TK Elevator Corporation

RECOMMENDATION AND JUSTIFICATION:
Approve Five Year Agreement with TK Elevator Corporation to provide maintenance and repair services for the Mariposa County Government Center Elevator ; and Authorize the Board of Supervisors Chair to Sign the Agreement.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
TK Elevator formally know as Thyssenkrupp Elevator has been servicing the elevator at this Government Center since 2000.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve, the Government Center Elevator will be out of State compliance.

FINANCIAL IMPACT:
No Financial Impact

ATTACHMENTS:
TK Elevator- Platinum Service Agreement (PDF)

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

REF ID# 12364

Platinum Service Agreement

MARIPOSA COUNTY GOVERNMENT CENTER

October 08, 2021

Purchaser:

Address:

Location: MARIPOSA COUNTY GOVERNMENT CENTER

Address: 5100 Bullion
Mariposa, CA 95338

TK Elevator Corporation ("TK Elevator Corporation," "TK Elevator," "we," "us," and "our"), agrees with Purchaser ("Purchaser," "you," and "your"), to maintain the equipment described below in accordance with the terms and conditions of this agreement ("the Agreement") with the goal of maximizing its performance, safety, and life span. TK Elevator and Purchaser may hereinafter be referred to individually as a "Party" or collectively as the "Parties."

Equipment to be Maintained

This Agreement covers the units described in the table below (individually a "Unit" or collectively the "Units").

Equipment Type	Nickname	Legal ID	OEM Serial #	Stops	Controller Manufacturer
Hydraulic	only	112829	112829	2	Schindler

Scope of Work

Service Visits

TK Elevator will visit the Units described above to examine, maintain, adjust and lubricate the equipment covered by this Agreement as necessary to promote the proper operation of those Units and will repair or replace any covered components if the repair or replacement is, in TK Elevator's sole opinion, necessitated by normal wear and tear or is not otherwise excluded by this Agreement ("Service Visits"). These Service Visits will be performed Monday to Friday, 8:00 AM to 4:30 PM except during scheduled holidays ("Regular Time"). All work performed before or after Regular Time shall be considered overtime ("Overtime").

TK Elevator will examine covered parts and components of the Unit(s) including:

- Control and landing positioning systems
- Signal fixtures
- Machines, Drives, Power units, pumps, valves, and above-ground jacks
- Car and hoistway door operating devices and door protection equipment
- Loadweighers
- Safety mechanisms

In order to ensure optimum operation, TK Elevator will also:

- Lubricate covered parts and components for smooth and efficient performance
- Adjust covered parts and components to promote safe operation

Service Visits Include TK Elevator's Maintenance Control Program

TK Elevator performs all work covered by this Agreement in accordance with the version of ASME A17.1 that is, according to the relevant authority having jurisdiction, applicable to the Unit(s) at the time the Agreement is first fully executed by both Parties. Section 8.6 of that code currently requires Unit owners to have a Maintenance Control Program ("MCP"). TK Elevator's MCP meets or exceeds section 8.6 of that code. Our MCP incorporates TK Elevator's Basic Elevator and Escalator Procedures Manual listing the processes we follow when performing those maintenance,

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repair, replacement and testing services that are specifically described as included in this Agreement. Our MCP also includes TK Elevator's Maintenance Tasks & Records documentation to record the performance of those tasks. This Agreement does not include any work mandated as a consequence of changes to that code after this Agreement is executed.

Service Requests
This Agreement also includes the dispatch of our technician to address minor adjustments to, and the release of any entrapped passengers from, a Unit during Regular Time ("Service Requests"). Service Requests may be made from one or more of the following: you or your representative, the building or building's representative, emergency personnel, and/or passengers through the Unit's communication device and/or from any applicable remote monitoring device attached to the Unit if monitored by TK Elevator.

We will respond to Service Requests during Regular Time, as defined above, at no additional charge.

Overtime Service Requests are those Service Requests performed in whole or in part before or after Regular Time ("Overtime Service Requests"). On Overtime Service Requests TK Elevator will absorb Regular Time costs for labor and you will be responsible for the difference between the Regular Time costs and Overtime costs for labor which will be the subject of separate billing by TK Elevator. For reference, labor costs include travel time, travel expenses, and time spent on the job.

Testing

Equipment Testing
This agreement includes only the following tests:

- those annual and five (5) year safety tests for your hydraulic Units covered by this Agreement

Should your Unit(s) require any additional type of equipment testing as required by any applicable law and/or code, we will provide you with a separate written estimate that includes the cost of any associated labor and/or material(s).

Should your Unit(s) require any safety tests as mandated by any applicable law and/or code on the commencement date of this Agreement, TK Elevator assumes no responsibility for the day-to-day operation of the governor or safeties on applicable traction elevators, or the hydraulic system on applicable hydraulic elevators under the terms of this Agreement until the test has been completed and the Unit has passed. Should the respective Unit fail any of those tests, it shall be solely your responsibility to make necessary repairs and place the Units in a condition that we deem acceptable for further coverage under the terms of this Agreement. Because the performance of any safety test places the Unit under extreme conditions that are outside of the Unit's normal operating parameters, you agree that TK Elevator shall not be liable for any damage to the building structure or the Unit(s) resulting from the performance of any safety tests we perform at any time under this Agreement.

Should your jurisdiction require the presence of either the applicable authority having jurisdiction or a third party witness at the time of testing, you agree to pay for any costs of that individual along with any inspection/coordination fees.

Firefighters' Service Testing
Should your Unit(s) be equipped with a phase I and phase II firefighters' service feature, all testing, record-keeping and record storage obligations associated with that feature that are required by any applicable law or code are expressly excluded from this Agreement and shall remain solely your responsibility to satisfy. The first time that your testing of that feature following the full execution of this Agreement reveals that it is not operating properly, you shall immediately remove the Unit from operation, immediately notify TK Elevator of the condition, and agree to remain responsible for all costs associated with any repairs necessary to return that feature to full and proper operation in accordance with any applicable law or code.

Exclusions

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Service Visits, Service Requests, and Overtime Service Requests do not include: the removal or retrieval of items unrelated to the operation of the Unit(s) from the pit, machine room, or hoistway; the dispatching of any technician that results in the discovery by that technician that the Unit is either functioning on independent service or firefighters' service or that the Unit is operating properly but the stop button or stop function has been engaged by others; any request or obligation to address any condition associated with a part or component specifically excluded or not covered elsewhere in this Agreement; and/or any request or obligation to service, repair, replace any components or address any condition caused in whole or in part by any one or more of the following: anyone's abuse, misuse and/or vandalism of the equipment; anyone's negligence in connection with the use or operation of the equipment; dust or debris; any loss of power, power fluctuations, power failure, or power surges that in any way affect the operation of the equipment; oxidization, rust, or other conditions caused in whole or in part by the environment in which the affected component is located; fire, smoke, explosions, water, storms, wind, and/or lightning; any acts of God; acts of civil or military authorities, strikes, lockouts, other labor disputes, riot, civil commotion, war, malicious mischief, or theft; or any other reason or cause beyond our control that affects the use or operation of the Unit ("Billable Work"). On all Billable Work you will be solely responsible for the cost of all parts or materials along with all labor invoiced at TK Elevator's standard billing rates (whether Regular Time or Overtime depending on when the Billable Work is performed) including travel time (calculated roundtrip from the dispatching location to the Unit location and return), travel expenses, and time spent on the job.

In addition to the Billable Work described above, we also do not cover (A) the examination, maintenance, adjustment, refinishing, repair or replacement of the following components and/or systems: any cosmetic, construction, or ancillary components of the elevator or escalator system, including the cab enclosure, ceiling frames, panels, and/or fixtures, hoistway door panels, door frames, swing door hinges and closing devices, sills, car flooring, floor covering, lighting fixtures, ceiling light bulbs and tubes, balustrades, and wellway enclosures; any electrical components including main line power switches, breaker(s) or feeders to controller; sealed machine bearings; any below-ground or partially unexposed components of any hydraulic elevator system including, but not limited to, jack/cylinder, piston, PVC and/or other protective material of any type or kind; any below-ground or partially unexposed piping of any type or kind; any signage of any type or kind including but not limited to, signs, placards, and/or braille; any fire-suppression or fire-detection equipment of any type or kind including, but not limited to, smoke detectors, fire sensors, and/or sprinklers and associated piping; any communication, security, entertainment, and/or advertising devices including, but not limited to, kiosks or touchscreen displays and/or card readers; any batteries for emergency lighting and emergency lowering; or any environmental control devices including, but not limited to, air conditioners, heaters, ventilation fans, humidifiers, de-humidifiers, and/or pit or sump pumps; or (B) the repair, refurbishing, rebuilding, and/or replacement of any motor generators; or (C) the replacement or alignment of elevator guide rails; or (D) any other items or tasks specifically excluded elsewhere in this Agreement.

With the passage of time, equipment technology and designs will change. If (1) any part or component of your equipment covered under this Agreement cannot, in TK Elevator's sole opinion, be safely repaired and (2) a brand new direct replacement is no longer in stock and readily available from the Original Equipment Manufacturer ("OEM"), that part or component shall be considered obsolete, regardless of whether it can be custom-made, fabricated or acquired at any price or whether or not a refurbished or reconditioned version is available from anyone. You will be responsible for all charges associated with replacing that obsolete part or component as well as all charges required to ensure that the remainder of the equipment associated with that Unit is functionally compatible with that replacement part or component

In addition, we will not be required to make any changes or recommendations in the existing design or function of the Unit(s) nor will we be obligated to install new attachments or parts upon the equipment as recommended or directed by insurance companies, governmental agencies or authorities, or any other third party.

Pre-Existing Conditions and/or No or Limited Pre-Maintenance Inspection

TK Elevator submits this Agreement with the expectation and understanding that the Unit(s) has/have previously and continuously been the subject of an appropriate maintenance program. During the first ninety (90) days of this Agreement, TK Elevator, at its sole option, will inspect the Unit(s) to confirm that expectation and understanding and may thereafter determine, in its sole opinion, that certain parts or components require repair and/or replacement. In that event, TK Elevator will provide Purchaser with a written proposal for that work at additional cost. Should

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Purchaser fail to authorize that additional work on the terms proposed, TK Elevator shall have the exclusive right to either immediately terminate this Agreement or exclude the affected component from this Agreement upon written notice to Purchaser. Moreover, should that inspection reveal the existence of unsafe or hazardous conditions , TK Elevator retains the exclusive right to terminate this Agreement immediately upon written notice to Purchaser.

Digital Customer Experience

MAX - Digital Maintenance

MAX is a cloud-based Internet of Things ("IOT") platform that we, at our election, may connect to your Unit(s) by installing a remote-monitoring device (a "Device"). Purchaser consents and authorizes TK Elevator to (1) access Purchaser's premises to install a Device to the Unit(s) and thereafter maintain and/or repair the Device(s) and (2) to collect, store, maintain, own, use, delete, and/or destroy any or all of the data generated by the Device(s). Any Device, once installed, is not intended, nor should it be considered, as a fixture. Instead, TK Elevator shall retain the right to remove the Device from any Unit(s) and/or cease any data collection and/or analysis at any time at its sole discretion. Moreover, TK Elevator shall retain the exclusive right and ability to, at its sole discretion, remove, delete and/or destroy all associated data generated from the Device(s). Because the Device contains trade secrets belonging to TK Elevator and is being installed for the sole use and benefit of our personnel, Purchaser agrees not to permit Purchaser's own personnel or any third parties to use, access, tamper with, relocate, copy, alter, destroy, disassemble or reverse engineer the Device or its data. The installation of any Device on a Unit shall not confer any rights or operate as an assignment or license to you of any patents, copyrights or trade secrets with respect to the Device and/or any software contained or embedded therein or that it utilizes/utilized in connection with the collection, monitoring and/or analysis of data.

With a MAX device connected to your equipment, at no additional charge, information obtained via machine learning may be sent to our technicians to promote early diagnosis, faster fixes and reduced downtime.

Customer Web Portal and Mobile App

TK Elevator provides a web-based customer portal (the "CP") and mobile application (the "App") which, following the effective date of this Agreement, may contain certain maintenance and service call data associated with the Unit(s). To the extent applicable, TK Elevator will provide Purchaser with a user name and password to access the CP and App platforms. Purchaser shall, at its sole cost, provide and ensure the functioning integrity of its own hardware, software and internet connection necessary to access the CP and App. To the extent applicable, TK Elevator reserves the right to restrict Purchaser's access to the CP and App if any of Purchaser's accounts with TK Elevator has an outstanding unpaid balance greater than 30 days or in the event of anticipated or pending litigation of any kind. TK Elevator reserves the right to discontinue the CP and App altogether at its sole discretion and without notice to Purchaser and Purchaser expressly agrees to release TK Elevator from any and all claims of any type or kind arising out of or related to that discontinuation.

TK Elevator Communications

You may supplement this Agreement with an additional suite of services through our TK Elevator Communications call center at an additional fee contingent upon your agreement to all of the terms and conditions as set forth in the attached exhibit entitled "TK Elevator Communications Services." These additional available services involve the provision of 24/7/365 monitoring of your Units' code-compliant and compatible emergency telephone and in-cab video and text communication equipment (the "Communication Equipment"), the dispatch of a TK Elevator technician or emergency personnel under certain circumstances, the provision of a cellular connection for that Communication Equipment, and limited repair/replacement coverage for that Communication Equipment which is otherwise excluded from this Agreement.

Contract Term, Price, Available Discounts & Payment

Term

This Agreement is effective for 60 months starting on the date it is fully executed by both Parties including an authorized manager of TK Elevator and is non-cancellable. To ensure continuous service, this Agreement will be automatically renewed for successive 60-month periods unless either Party timely serves written notice on the other Party of its intention to cancel at least 90-Days but not more than 120 days before the end of the initial 60-month

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period or at least 90-Days before the end of any subsequent 60-month renewal period. Notice shall be sent by certified mail, return receipt requested to the TK Elevator office address found in this Agreement. Time is of the essence.

Price

The price for the services as stated in this Agreement shall be $430 per month, inclusive of all applicable sales and use taxes, payable quarterly in advance. The billed amount may vary based on discounts as accepted by Purchaser's initials below and adjustments referenced in this Agreement that are applied throughout the life of the Agreement.

Available Discounts

Payment Plan

Billing Frequency	Discount %	Monthly Discount $	Initial to Select
Annual	4%	$17	
Semi Annual	2%	$9	
Quarterly	No Change	$0	Current Selection

Contract Term

Extended Term (Years)	Discount %	Monthly Discount $	Initial to Select
Seven (7)	2%	$9	
Ten (10)	4%	$17	
Fifteen (15)	8%	$34	

We reserve the right to increase all charges under this Agreement not to exceed a total of 5.00% annually.

Payment

Payments are due upon receipt of each of your TK Elevator invoices. If you do not timely pay any sum due to TK Elevator related to your Units described in this Agreement, regardless of whether it is billed pursuant to this Agreement or any other agreement with us, within the stipulated payment term calculated from the billing date, we may also choose to do one or more of the following:

- deem that you have permanently forfeited any discounts you may be entitled to associated with your payment plan/billing frequency for this Agreement, and/or
- suspend all services until all amounts due have been paid in full, and/or
- declare all sums for the unexpired term of this Agreement due immediately as liquidated damages and terminate our obligations under this Agreement

A service charge of the highest rate allowed by law shall apply to all overdue accounts you have with TK Elevator that are in any way related to any of the Unit(s) described in this Agreement. If TK Elevator elects to suspend service, we shall not be responsible for personal injury, death, damage to property (including damage to the Units) or losses of any other type or kind that is in any way related to TK Elevator's suspension of service. Upon resumption of service, you will be responsible for payment to TK Elevator for all costs we incur that result from our suspension of service and to remedy any damage caused to your equipment during that time. Time is of the essence.

TK Elevator reserves the right to assign payments owed to TK Elevator under this Agreement. If for any reason this Agreement is terminated prior to the end of the current term, a condition of such termination shall be that you agree to pay us the full amount of the any discount you received during the initial and any subsequent term. This is in addition to and not in lieu of any other rights or remedies we may have under this Agreement and the law.

Purchaser's Responsibilities

You agree to instruct or warn passengers in the proper use of the Unit(s) and to keep them under continued surveillance by competent personnel to detect irregularities between our examinations. You agree to immediately report any condition that may indicate the need for correction before the next regular examination. You agree to immediately shut down the Unit(s) upon manifestation of any irregularities in either the operation or the appearance of the Unit(s), to immediately notify us, and to keep the Unit(s) shut down until the completion of any repairs. Under those circumstances you agree not to re-set the mainline disconnect. In the event of a Service Request where our technician finds that the mainline disconnect has been reset, you agree that you will be responsible for all labor costs associated with that Service Request invoiced at TK Elevator's standard billing rates (whether Regular Time or Overtime depending on when we respond to that Service Request) including travel time (calculated roundtrip from the

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dispatching location to the Unit location and return), travel expenses, and time spent on the job. You agree to give us immediate verbal notice and written notice within ten (10) days after any occurrence or accident in or about the Unit(s). You agree to provide our personnel with a safe place to work. You agree to provide a suitable machine room, including secured doors, waterproofing, lighting, ventilation, and appropriate air temperature control to maintain that room at a temperature between 50°F and 90°F. You agree to provide properly maintained and functioning mainline disconnect(s). You agree to maintain the elevator pit in a dry condition at all times. Should water or other liquids become present, you are responsible for the cost associated with the removal and the proper handling of such liquids. You agree that if TK Elevator's inspection of a Unit serviced under this Agreement reveals an operational problem which, in TK Elevator's sole judgment, jeopardizes the safety of the riding public, TK Elevator may shut down the Unit until such time as the operational problem is resolved. In that event, TK Elevator will immediately advise you in writing of such action, the reason for such action, and whether any proposed solution is covered by the terms of this Agreement.

TK Elevator assumes no responsibility for any part of the Unit(s) except that upon which work has been performed under this Agreement. No work, service, examination or liability on the part of TK Elevator other than that specifically mentioned herein is included or intended. It is agreed that TK Elevator does not assume possession or control of any part of the Unit(s) and that such remains Purchaser's exclusively as owner, lessor, lessee, possessor, or manager thereof.

We reserve the right to discontinue work in the building whenever, in our sole opinion, our personnel do not have a safe place to work. For safety reasons, you agree not to permit others to make alterations, additions, adjustments, or repairs or replace any component or part of the Unit(s) during the term of this Agreement. You agree to accept our judgment as to the means and methods employed by us for any corrective work under this Agreement.

Upon the commencement of this Agreement and as a condition of TK Elevator's performance of its obligations, Purchaser shall provide any wiring diagrams, manuals, special tools, monitoring devices, software, hardware or any other items designed to work with, diagnose, service, or repair the Unit(s) (1) as originally supplied by the OEM with the installation or (2) solely available to Purchaser from the OEM.

Some equipment covered by this Agreement may be encoded with serialized onboard diagnostics or other closely held diagnostic intelligence. In the event that the cause of a shutdown or other equipment issue cannot be diagnosed and/or resolved without enlisting the OEM's assistance, Purchaser agrees to obtain the assistance of the OEM and TK Elevator agrees to reimburse you for that expense, provided that it does not exceed the total monthly service fee divided by the number of Units covered under this Agreement. Any fees in excess of that figure shall be exclusively the Purchaser's responsibility.

Since TK Elevator's top priority is the satisfaction of its customers, if you should have any concern(s) with our performance or the means and methods used to meet our obligations under this Agreement, you agree to provide us with written notice of that concern and give us thirty (30) days to respond either in writing or commence action to appropriately resolve it.

In the event of the sale, lease or other transfer of the ownership of the premises in which the Unit(s) described herein are located, you agree to see that such transferee is made aware of this Agreement and agrees to assume and/or be bound by the conditions hereof for the balance of the unexpired term of this Agreement. Should the transferee fail to assume this Agreement, you shall remain liable for all unpaid amounts, including those owed for the balance of the current unexpired term of this Agreement.

Unless this Agreement expressly includes, or is later amended to include, TK Elevator Communications Phone Monitoring Service or Multimedia Monitoring Service as described in the exhibit hereto, this Agreement expressly excludes any materials, labor and/or services involving or related to either the monitoring of or provision of a response to any communications initiated from any Communication Equipment installed within the Unit(s) and Purchaser remains solely responsible for contracting with a separate vendor to monitor and respond to such communications in accordance with all applicable codes, statutes and/or laws.

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You expressly agree to release and discharge us and our employees for any and all claims and/or losses of any type or kind (including but not limited to personal injury, death and property damage, specifically including damage to the property which is the subject matter of this Agreement) (1) associated with any components excluded in this Agreement or (2) associated with any Billable Work or (3) caused in whole or in part by reason(s) outside of our control. TK Elevator shall also automatically receive an extension of time commensurate with any delay in performance caused by or related to the aforementioned.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, TK ELEVATOR EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE WITH RESPECT TO ANY OR ALL OF THE PARTS, PLATFORMS (INCLUDING BUT NOT LIMITED TO CP, APP AND MAX) AND/OR SERVICES CONTEMPLATED BY THIS AGREEMENT INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OR TRADE PRACTICE. WITHOUT LIMITATION TO THE FOREGOING, TK ELEVATOR PROVIDES NO WARRANTY OR UNDERTAKING, AND MAKES NO REPRESENTATION OF ANY KIND THAT THE PARTS, PLATFORMS AND/OR SERVICES CONTEMPLATED BY THIS AGREEMENT WILL BE ACCESSIBLE TO CUSTOMER, ACHIEVES ANY INTENDED RESULTS, MEETS CUSTOMER'S REQUIREMENTS, OPERATES WITHOUT INTERRUPTION, MEETS ANY PERFORMANCE OR RELIABILITY STANDARDS OR BE ERROR FREE OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL TK ELEVATOR OR ITS AFFILIATES, BE LIABLE TO THE CUSTOMER OR ANY THIRD PARTY FOR ANY USE, INTERRUPTION, DELAY OR INABILITY TO USE THE UNIT(S), PARTS, PLATFORMS AND/OR SERVICES OR FOR THE ACT OF ANY THIRD PARTY RELATED THERETO, INCLUDING BUT NOT LIMITED TO THE INCORPORTATION OF A VIRUS, SPYWARE OR ANY OTHER MALICIOUS PROGRAM INTO THE PURCHASER'S SOFTWARE OR HARDWARE OR PLATFORM.

In consideration of TK Elevator performing the services herein specified, you expressly agree, to the fullest extent permitted by law, to indemnify, defend, save harmless, discharge, release and forever acquit TK Elevator Corporation, our employees, officers, agents, affiliates, and subsidiaries from and against any and all claims, demands, suits, and proceedings brought against TK Elevator, our employees, officers, agents, affiliates and subsidiaries for loss, property damage (including damage to the Unit(s) which are the subject matter of this Agreement), personal injury or death that are alleged to have been caused by the Purchaser or any others in connection with the presence, use, misuse, maintenance, installation, removal, manufacture, design, operation or condition of the Unit(s) covered by this Agreement, or the associated areas surrounding such equipment. Your duty to indemnify does not apply to the extent that the loss, property damage (including damage to the equipment which is the subject matter of this Agreement), personal injury or death is determined to be caused by or resulting from the negligence of TK Elevator and/or our employees. You recognize that your duty to defend TK Elevator under this clause is broader than your duty to indemnify and includes payment of all attorney's fees, court costs, judgments, settlements, interest and any other expenses of litigation arising out of such claims or lawsuits.

You expressly agree to name TK Elevator Corporation along with its officers, agents, affiliates and subsidiaries as additional insureds in your liability and any excess (umbrella) liability insurance policy(ies). Such insurance must insure TK Elevator Corporation, along with its officers, agents, affiliates and subsidiaries for those claims and/or losses referenced in the above paragraph, and for claims and/or or losses arising from the sole negligence or responsibility of TK Elevator Corporation and/or its officers, agents, affiliates and subsidiaries. Such insurance must specify that its coverage is primary and non-contributory. You hereby waive the right of subrogation.

In no event shall TK Elevator's liability for damages arising out of this Agreement exceed the remaining unpaid installments of the current, unexpired term of this Agreement.

You expressly agree to release and discharge TK Elevator from any and all claims for consequential, special or indirect damages arising out of the performance of this Agreement.

In the event an attorney is retained to enforce, construe or defend any of the terms and conditions of this Agreement or to collect any monies due hereunder the prevailing Party shall be entitled to recover all costs and reasonable attorney's fees.

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You hereby waive trial by jury. You agree that this Agreement shall be construed and enforced in accordance with the laws of the state where the Unit(s) is/are located. You consent to jurisdiction of the courts, both state and Federal, of the state in which the Unit(s) is/are located as to all matters and disputes arising out of this Agreement.

In the event any portion of this Agreement is deemed invalid or unenforceable by a court of law, public policy or statute, such finding shall not affect the validity or enforceability of any other portion of this Agreement.

Our rights under this Agreement shall be cumulative and our failure to exercise any rights given hereunder shall not operate to forfeit or waive any of said rights and any extension, indulgence or change by us in the method, mode or manner of payment or any of its other rights shall not be construed as a waiver of any of its rights under this Agreement.

In the event that Purchaser and TK Elevator are parties to an existing elevator maintenance agreement at the time this proposed agreement is submitted for consideration, the existing agreement will remain in full force and effect until such time as this proposed agreement is accepted and fully executed in writing by both Parties. Upon full acceptance by both Parties, this proposed Agreement shall supersede all prior agreements.

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Platinum Service Agreement

Acceptance

Until executed by both Parties this Agreement is a proposal that shall only remain available for acceptance for a period of sixty (60) calendar days from the date appearing on the first page of this document unless revoked by TK Elevator earlier in writing to Purchaser. Your acceptance of this Agreement and its approval by an authorized manager of TK Elevator will constitute exclusively and entirely the agreement for the services herein described. All other prior representations or agreements, whether written or verbal, will be deemed to be merged herein and no other changes in or additions to this Agreement will be recognized unless made in writing and properly executed by both Parties. Should your acceptance be in the form of a purchase order or other similar document, the provisions of this Agreement will exclusively govern the Parties' responsibilities. No agent or employee of TK Elevator shall have the authority to waive or modify any of the terms of this Agreement without the express prior written approval of an authorized TK Elevator manager.

(Purchaser):	TK Elevator Corporation Management Approval
By:	By:
(Signature of Authorized Individual)	(Signature of Branch Representative)
(Print or Type Name)	Daniel Opfer Branch Manager
(Print or Type Title)	
(Date of Acceptance)	(Date of Execution)

For inquiries regarding your contract or services provided by TK Elevator, please contact your local branch office:

4720 W Jennifer Ave., #101
Fresno, CA 93722
916-376-8700

Thank you for choosing TK Elevator. We appreciate your business.

Garrett Day

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Platinum Service Agreement

Exhibit A

TK Elevator Communications

TK Elevator offers an additional suite of services through our TK Elevator Communications call center separate and apart from those services included with your Agreement. We have notated below each additional TK Elevator Communications Service that you have selected for each of the Units covered under your Agreement and the corresponding total price of those services per Unit.

Building Name	Equipment Type	Nickname	Phone Monitoring	Elevator Telephone #
MARIPOSA COUNTY GOVERNMENT CENTER	Hydraulic	only	Current Selection	

A description of each available TK Elevator Communications service and the additional applicable terms and conditions follow.

Phone Monitoring Service
If "Phone Monitoring" is selected for specific Units in the chart above then we will provide 7 days per week, 24 hours per day, 365 days per year dispatching service, through its centralized TK Elevator Communications call center, for those specified units. The dispatching service will be provided for calls placed by Purchaser outside of Regular Time to the local TK Elevator branch office. We will also include telephone monitoring on all Units maintained under this Agreement that have operational telephone equipment capable of placing a call to that call center. Depending on the nature of the call and circumstances, TK Elevator's operators can call one or more of the following: Purchaser's Designated Contacts set forth below; Local Emergency Services at phone numbers provided by Purchaser below; and/or a local TK Elevator service technician to be dispatched to the location of the equipment. Calls cannot be placed to "9-1-1" as the centralized TK Elevator Communications call center does not have dialing access to local "9-1-1" numbers.

This Phone Monitoring Service specifically excludes any maintenance, repair or replacement of any type or kind of the Purchaser's telephone or other communication equipment. The Purchaser retains exclusive possession and control of its telephone and other communication equipment and is solely responsible for ensuring uninterrupted operation of that equipment so that it is continuously capable of placing a call to TK Elevator Communication's call center.

Terms and Conditions
Any of the services mentioned in this Exhibit shall be governed by both the terms and conditions of the Agreement covering the Unit(s) described in that Agreement and the terms and conditions of this Exhibit and in the event that those terms conflict, the terms and conditions of this Exhibit will exclusively govern the subject matter of those terms and conditions. Should the Agreement covering the Unit(s) be terminated for any reason by either Party then this Exhibit shall also be automatically terminated. In the event that this Exhibit is terminated for whatever reason, Purchaser agrees to immediately both transfer the connection of the communication equipment to an appropriate telephone service provider and also make arrangements with its replacement elevator service vendor to reprogram the communication equipment to initiate contact with a replacement call center.

Price and Term
In light of the modifications to Agreement set forth above, you agree to an additional price of $0 per month which will be billed to you separately from the price of the Agreement (the "TK Elevator Communications Services Charge"). The cost of your selected TK Elevator Communications Services is not subject to any discounts. Due to the changing nature of technology, TK Elevator reserves the right to annually increase the TK Elevator Communications Services Charge with such an annual increase not to exceed a total of five percent (5%) of the prior year's TK Elevator Communications Services Charge.

Attachment: TK Elevator- Platinum Service Agreement (RES-2021-640 : Approve Five Year Agreement with TK Elevator Corporation)

Platinum Service Agreement

TK Elevator Communications Contact Information - To Be Completed by Purchaser

Purchaser hereby acknowledges that as a condition precedent to TK Elevator's placement of calls to Purchaser's Designated Contacts and any Local Emergency Services under this Agreement, Purchaser must first complete all sections of the TK Elevator communications Contact Information section below. Purchaser further acknowledges that it is Purchaser's sole responsibility to advise TK Elevator immediately in writing of any changes to the information contained in this exhibit during the term of this Agreement. Purchaser acknowledges that no revision to that information will be made without TK Elevator first receiving such request in writing from Purchaser's authorized representative.

Under those circumstances where TK Elevator is unable to reach Purchaser's Designated Contacts, Purchaser hereby gives TK Elevator express permission to dispatch a TK Elevator service technician to the location of the equipment at Purchaser's expense in accordance with TK Elevator's applicable billing rates. Purchaser further agrees that TK Elevator does not assume any duty or responsibility to advise any caller, regardless of his or her location within or outside the elevator, to take or not take any specific action resulting from a medical or other emergency or any other situation including, but not limited to, entrapment of persons, evacuation, repair or return to service of any equipment.

In the event of an emergency, or perceived emergency, one or more of the following are to be Purchaser's Designated Contacts:

Contact Name	Title	Primary Telephone #	Secondary Telephone #

In the event of an Emergency or perceived emergency, TK Elevator has the express permission to contact one or more of the following **(911 is not sufficient, local phone numbers are required)**:

Police Department: (_____) _____-_____

Fire Department: (_____) _____-_____

Special instructions/remarks:

_____

In the event that a TK Elevator call center operator perceives that a call from within the elevator constitutes a medical or other emergency, Purchaser hereby gives TK Elevator the express permission to call Local Emergency Services at the telephone numbers provided above at TK Elevator's sole discretion. Under those circumstances, Purchaser agrees to pay all related charges for services provided by any Local Emergency Services in response to that call. Purchaser agrees that TK Elevator shall not be responsible for ensuring an appropriate (or any) response by Local Emergency Services to that call.

Attachment: TK Elevator- Platinum Service Agreement (RES-2021-640 : Approve Five Year Agreement with TK Elevator Corporation)

Customer Portal & Mobile App setup form

Name:			
Address: (if different from contract)			
City:			
State:			
Zip Code:			
Phone:			
Email:			
Subscribe to email notifications:	☐	☐	☐

Attachment: TK Elevator- Platinum Service Agreement (RES-2021-640 : Approve Five Year Agreement with TK Elevator Corporation)

BILL TO INFORMATION

Company Name:

Address:

Address 2:

City:

State:

Zip Code:

ACCOUNTS PAYABLE CONTACT

Name:

Phone:

Fax:

Email:

TAX STATUS:

Are you tax exempt? ☐

If yes, please provide tax exempt certificate.

Do you require a Purchase Order to be listed on your invoices? ☐

If yes, please provide contact info for PO renewal:

PO # :

Name:

Phone:

Fax:

Email:

Would you like TK Elevator to automatically debit your bank account for your maintenance invoices? ☐

If yes, please provide blank check for bank routing and account information.

Attachment: TK Elevator- Platinum Service Agreement (RES-2021-640 : Approve Five Year Agreement with TK Elevator Corporation)

MARIPOSA COUNTY

Sheriff's Office · 209 966-3615

RESOLUTION - ACTION REQUESTED 2021-641

MEETING: November 23, 2021

TO: The Board of Supervisors

FROM: Jeremy Briese, Sheriff

RE: Authorization to Join POST Public Safety Dispatcher Program

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RECOMMENDATION AND JUSTIFICATION:
Authorize the Dispatchers of the Mariposa County Sheriff's Office to join the California Peace Officer Standards Training (POST) Public Safety Dispatcher Program.

The purpose for joining the POST Public Safety Dispatch Program is to provide the dispatchers with more training and oversight by POST to ensure the most relevant training is being provided.

If resolution is adopted, the Mariposa County Sheriff's Office Dispatch Center will adhere to the required selection and training standards and other Commission requirements specified for Public Safety Dispatchers as stated in Section 13510(c), Chapter 1, of Title 4, part 4 of the California Penal Code, Section 13512, Chapter 1, of the California Penal Code and Section 13522, Chapter 1, of the California Penal Code (see attachments).

The dispatch center of the Mariposa County Sheriff's Office is the initial point of contact for nearly every call taken for emergency services within the county of Mariposa. By participating and adhering to the training standards and policies of POST our local dispatch center will adopt the state and national standards and accepted best practices.

There are currently 7 dispatchers whose POST certification would be valid through January 1st 2023

As societal and technological changes occur Mariposa County Sheriff's Office Dispatch Center will have access to updated education to meet these new challenges.

POST provides numerous learning and resource opportunities for those who train and peer supervise new dispatchers. Please see attached schedule of dispatch certification courses.

It is common practice for the dispatch centers for Law Enforcement agencies to be active participants in the Public Safety Dispatcher program within POST.

REF ID# 12322

The Mariposa County Sheriff's Office Policy Manual Administered through Lexipol stipulates in policy 101.1 that "The California Commission on Peace Officer Standards and Training (POST) has mandated that all sworn officers and dispatchers employed within the State of California shall receive certification by POST within prescribed time periods", (see attached).

The citizens of Mariposa and those traveling through it deserve the highest standard of service and the Dispatchers of the Mariposa County Sheriff's Office want to take every opportunity to provide said service.

FINANCIAL IMPACT:
Minimal costs anticipated. All current costs for classes, per diem, lodging, and travel have been suspended due to Covid-19 restrictions on in person training and implemented as on-line education and training. POST training is historically reimbursable by POST.

As a Law Enforcement Dispatch Center that already has Law Enforcement Deputies participating in the program, all dispatch training that is reimbursable by POST would automatically qualify. If the Board finds it acceptable for Dispatchers to join POST, a letter of request to participate and a request to receive reimbursement will be submitted to the POST Commission as training take place.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Mariposa County Board of Supervisors resolved that the Sheriff's Deputies join POST in August 1970 and have maintained POST certifications since that time.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Mariposa County Sheriff's Office Dispatcher's current training and procedures would remain antiquated and outdated.

ATTACHMENTS:
13510 PC (PDF)
13512 PC (PDF)
13522 PC (PDF)
lexipol policy 101.1 (PDF)
Dispatcher Course Samples (PDF)

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

PENAL CODE - PEN

PART 4. PREVENTION OF CRIMES AND APPREHENSION OF CRIMINALS [11006 - 14315] *(Part 4 added by Stats. 1953. Ch. 1385.)*

TITLE 4. STANDARDS AND TRAINING OF LOCAL LAW ENFORCEMENT OFFICERS [13500 - 13553] *(Title 4 added by Stats. 1959, Ch. 1823.)*

CHAPTER 1. Commission on Peace Officer Standards and Training [13500 - 13553] *(Chapter 1 added by Stats. 1959. Ch. 1823.)*

ARTICLE 2. Field Services and Standards for Recruitment and Training [13510 - 13519.15] *(Heading of Article 2 amended by Stats. 1967, Ch. 1640.)*

13510. (a) For the purpose of raising the level of competence of local law enforcement officers, the commission shall adopt, and may from time to time amend, rules establishing minimum standards relating to physical, mental, and moral fitness that shall govern the recruitment of any city police officers, peace officer members of a county sheriff's office, marshals or deputy marshals, peace officer members of a county coroner's office notwithstanding Section 13526, reserve officers, as defined in subdivision (a) of Section 830.6, police officers of a district authorized by statute to maintain a police department, peace officer members of a police department operated by a joint powers agency established by Article 1 (commencing with Section 6500) of Chapter 5 of Division 7 of Title 1 of the Government Code, regularly employed and paid inspectors and investigators of a district attorney's office, as defined in Section 830.1, who conduct criminal investigations, peace officer members of a district, safety police officers and park rangers of the County of Los Angeles, as defined in subdivisions (a) and (b) of Section 830.31, or housing authority police departments.

The commission also shall adopt, and may from time to time amend, rules establishing minimum standards for training of city police officers, peace officer members of county sheriff's offices, marshals or deputy marshals, peace officer members of a county coroner's office notwithstanding Section 13526, reserve officers, as defined in subdivision (a) of Section 830.6, police officers of a district authorized by statute to maintain a police department, peace officer members of a police department operated by a joint powers agency established by Article 1 (commencing with Section 6500) of Chapter 5 of Division 7 of Title 1 of the Government Code, regularly employed and paid inspectors and investigators of a district attorney's office, as defined in Section 830.1, who conduct criminal investigations, peace officer members of a district, safety police officers and park rangers of the County of Los Angeles, as defined in subdivisions (a) and (b) of Section 830.31, and housing authority police departments.

These rules shall apply to those cities, counties, cities and counties, and districts receiving state aid pursuant to this chapter and shall be adopted and amended pursuant to Chapter 3.5 (commencing with Section 11340) of Part 1 of Division 3 of Title 2 of the Government Code.

(b) The commission shall conduct research concerning job-related educational standards and job-related selection standards to include vision, hearing, physical ability, and emotional stability. Job-related standards that are supported by this research shall be adopted by the commission prior to January 1, 1985, and shall apply to those peace officer classes identified in subdivision (a). The commission shall consult with local entities during the conducting of related research into job-related selection standards.

(c) For the purpose of raising the level of competence of local public safety dispatchers, the commissi[illegible] and may from time to time amend, rules establishing minimum standards relating to the recruitment a[illegible]

Attachment: 13510 PC (RES-2021-641 : Authorization to Join POST Public Safety Dispatcher Program)

enforcement agencies described in subdivision (a), which standards shall apply to those cities, counties, cities counties, and districts receiving state aid pursuant to this chapter. These standards also shall apply to consolidated dispatch centers operated by an independent public joint powers agency established pursuant to Article 1 (commencing with Section 6500) of Chapter 5 of Division 7 of Title 1 of the Government Code when providing dispatch services to the law enforcement personnel listed in subdivision (a). Those rules shall be adopted and amended pursuant to Chapter 3.5 (commencing with Section 11340) of Part 1 of Division 3 of Title 2 of the Government Code. As used in this section, "primary responsibility" refers to the performance of law enforcement dispatching duties for a minimum of 50 percent of the time worked within a pay period.

(d) Nothing in this section shall prohibit a local agency from establishing selection and training standards that exceed the minimum standards established by the commission.

(Amended by Stats. 2010, Ch. 212, Sec. 12. (AB 2767) Effective January 1, 2011.)

Attachment: 13510 PC (RES-2021-641 : Authorization to Join POST Public Safety Dispatcher Program)

PENAL CODE - PEN

PART 4. PREVENTION OF CRIMES AND APPREHENSION OF CRIMINALS [11006 - 14315] *(Part 4 added by Stats. 1953, Ch. 1385.)*

TITLE 4. STANDARDS AND TRAINING OF LOCAL LAW ENFORCEMENT OFFICERS [13500 - 13553] *(Title 4 added by Stats. 1959, Ch. 1823.)*

CHAPTER 1. Commission on Peace Officer Standards and Training [13500 - 13553] *(Chapter 1 added by Stats. 1959, Ch. 1823.)*

ARTICLE 2. Field Services and Standards for Recruitment and Training [13510 - 13519.15] *(Heading of Article 2 amended by Stats. 1967, Ch. 1640.)*

13512. The commission shall make such inquiries as may be necessary to determine whether every city, county, city and county, and district receiving state aid pursuant to this chapter is adhering to the standards for recruitment and training established pursuant to this chapter.

(Amended by Stats. 1969, Ch. 1072.)

Attachment: 13512 PC (RES-2021-641 : Authorization to Join POST Public Safety Dispatcher Program)

PENAL CODE - PEN

PART 4. PREVENTION OF CRIMES AND APPREHENSION OF CRIMINALS [11006 - 14315] *(Part 4 added by Stats. 1953. Ch. 1385.)*

TITLE 4. STANDARDS AND TRAINING OF LOCAL LAW ENFORCEMENT OFFICERS [13500 - 13553] *(Title 4 added by Stats. 1959, Ch. 1823.)*

CHAPTER 1. Commission on Peace Officer Standards and Training [13500 - 13553] *(Chapter 1 added by Stats. 1959, Ch. 1823.)*

ARTICLE 3. Peace Officers' Training Fund and Allocations Therefrom [13520 - 13526.3] *(Article 3 added by Stats. 1959. Ch. 1823.)*

13522. Any city, county, city and county, district, or joint powers agency, that desires to receive state aid pursuant to this chapter shall make application to the commission for the aid. The initial application shall be accompanied by a certified copy of an ordinance, or in the case of the University of California, the California State University, and agencies not authorized to act by ordinance, by a resolution, adopted by its governing body providing that while receiving any state aid pursuant to this chapter, the city, county, city and county, district, or joint powers agency will adhere to the standards for recruitment and training established by the commission. The application shall contain any information the commission may request.

(Amended by Stats. 2013, Ch. 59, Sec. 9. (SB 514) Effective January 1, 2014.)

Attachment: 13522 PC (RES-2021-641 : Authorization to Join POST Public Safety Dispatcher Program)

Chief Executive Officer

101.1 PURPOSE AND SCOPE

The California Commission on Peace Officer Standards and Training (POST) has mandated that all sworn officers and dispatchers employed within the State of California shall receive certification by POST within prescribed time periods.

101.1.1 SHERIFF CANDIDATE REQUIREMENTS

Prior to filing for the office of Sheriff, any candidate shall at minimum meet the requirements of Government Code § 24004.3.

Attachment: lexipol policy 101.1 (RES-2021-641 : Authorization to Join POST Public Safety Dispatcher Program)

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CCN	COURSE TITLE	DATES	COURSE LOCATION	HOURS
1281-30947-20-001	DISPATCH/TERRORISM AWARENESS	02/17/2021	ANAHEIM	8
1463-30906-20-005	DISPATCHERS/WELLNESS	02/17/2021	WEBINAR	8
1371-21207-20-001	DE-ESCALATION TRAINING FOR DISPATCHERS	02/18/2021	SAN DIEGO	8
1281-12433-20-001	DISPATCH/CONFLICT MANAGEMENT/COMMUNICATIONS	02/18/2021	ANAHEIM	8
1281-31040-20-001	DISPATCHER/ROLE IN MASS CASUALTY INCIDENTS	02/19/2021	ANAHEIM	8
3670-30960-20-001	COMMUNICATIONS TRNG. OFFICER	02/22/2021	WEBINAR	40
1382-30963-20-002	COMMUNICATIONS TRAINING OFFICER, ADVANCED	02/24/2021	WEBINAR	8
2270-21747-20-008	CRISIS INTERVENTION-INTERMEDIATE	02/24/2021	SAN JOSE	24
2200-31037-20-002	DISPATCHER, INTERPERSONAL SKILLS/CAREER SURVIVAL	02/25/2021	RIVERSIDE	8
2540-30900-20-004	DISPATCHER, PUBLIC SAFETY (BASIC)	03/01/2021	SAN JOSE	120
1281-31040-20-002	DISPATCHER/ROLE IN MASS CASUALTY INCIDENTS	03/01/2021	SUISUN CITY	8
1281-30932-20-001	DISPATCH, ASSESS SUICIDAL CALL	03/02/2021	SUISUN CITY	8
2200-30900-20-004	DISPATCHER, PUBLIC SAFETY (BASIC)	03/08/2021	RIVERSIDE	120
2330-30900-20-004	DISPATCHER, PUBLIC SAFETY (BASIC)	03/08/2021	SAN BERNARDINO	120
4200-30900-20-001	DISPATCHER, PUBLIC SAFETY (BASIC) INTRODUCES NEW DISPATCHERS TO THE BASIC REQUIREMENTS OF THEIR JOB. MEETS CURRICULUM MANDATES OUTLINED BY POST. POST NON-REIMBURSABLE FEE: $269.00. INCLUDES COLLEGE TUITION AND COURSE SUPPLIES. CPT: No Plan: IV. Travel and per diem reimbursement Cost: Non-Reimbursable Tuition: $269.00 **College Units: 4** **To register, contact the presenter:** NAPA VALLEY COLLEGE - CRIMINAL JUSTICE TRAINING CENTER	Start Date: **03/08/2021** End Date: **03/26/2021**	**NAPA** NAPA VALLEY COLLEGE - CRIMINAL JUSTICE TRAINING CENTER **2277 NAPA-VALLEJO HIGHWAY** **NAPA 94558** (707) 256-7700	120
1820-43172-20-013	AUTISM AND LAW ENFORCEMENT	03/09/2021	INDUSTRY	2
1457-30888-20-001	DISPATCHER/CRISIS INTERVENTION	03/09/2021	LAGUNA HILLS	16
1371-21207-20-002	DE-ESCALATION TRAINING FOR DISPATCHERS	03/11/2021	SAN DIEGO	8
2980-30900-20-002	DISPATCHER, PUBLIC SAFETY (BASIC)	03/15/2021	WINDSOR	120
1270-30963-20-004	COMMUNICATIONS TRAINING OFFICER, ADVANCED	03/16/2021	RIVERSIDE	24
3670-12435-20-001	DISPATCHER, SUPERVISORY COURSE	03/22/2021	WEBINAR	80
1371-21747-20-003	CRISIS INTERVENTION-INTERMEDIATE	03/23/2021	SAN DIEGO	24
2010-30888-20-003	DISPATCHER/CRISIS INTERVENTION	03/29/2021	OAKLAND	16
1820-43172-20-014	AUTISM AND LAW ENFORCEMENT	03/30/2021	INDUSTRY	2
2540-30900-20-005	DISPATCHER, PUBLIC SAFETY (BASIC)	04/05/2021	SAN JOSE	120

Attachment: Dispatcher Course Samples (RES-2021-641 : Authorization to Join POST Public Safety Dispatcher Program)

DISPATCHER COURSES

373 Presentations

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CCN	COURSE TITLE	DATES	COURSE LOCATION	HOURS
1476-20510-20-044	COURTROOM TESTIMONY	02/17/2021	WEBINAR	2
1239-49650-20-021	CULTURAL DIVERSITY (DLGP)	02/17/2021	WEBINAR	8
1239-49650-20-022	CULTURAL DIVERSITY (DLGP)	02/17/2021	WEBINAR	8
1281-30947-20-001	DISPATCH/TERRORISM AWARENESS This course will provide Public Safety Dispatchers with a basic awareness and understanding of how to professionally recognize and manage a terrorist incident. Meets POST Training Mandate described in PC 13519.12 & POST Administrative Manual 1081. **CPT:** Yes **Plan:** IV. Travel and per diem reimbursement **Cost:** Non-Reimbursable Tuition: $99.00 **To register, contact the presenter:** IXII TRAINING	Start Date: **02/17/2021** End Date: **02/17/2021**	**ANAHEIM** IXII TRAINING **8201 E. SANTA ANA CANYON ROAD** **ANAHEIM92808** (855) 494-4911	8
1463-30906-20-006	DISPATCHERS/WELLNESS	02/17/2021	WEBINAR	8
1476-23275-20-044	L.E. RESPONSE TO THE HOMELESS	02/17/2021	WEBINAR	2
1239-49500-20-029	USE OF FORCE AND DE-ESCALATION (DLGP)	02/17/2021	WEBINAR	8
1239-49500-20-030	USE OF FORCE AND DE-ESCALATION (DLGP)	02/17/2021	WEBINAR	8
2430-33888-20-054	AB 392 USE OF FORCE UPDATE	02/18/2021	SAN BRUNO	2
1476-20510-20-045	COURTROOM TESTIMONY	02/18/2021	WEBINAR	2
1371-21207-20-001	DE-ESCALATION TRAINING FOR DISPATCHERS	02/18/2021	SAN DIEGO	8
1281-12433-20-001	DISPATCH/CONFLICT MANAGEMENT/COMMUNICATIONS	02/18/2021	ANAHEIM	8
1239-49550-20-019	IMPLICIT BIAS AND RACIAL PROFILING (DLGP)	02/18/2021	WEBINAR	8
1239-49550-20-020	IMPLICIT BIAS AND RACIAL PROFILING (DLGP)	02/18/2021	WEBINAR	8
1476-23275-20-045	L.E. RESPONSE TO THE HOMELESS	02/18/2021	WEBINAR	2
1445-10590-20-001	WOMEN IN LEADERSHIP	02/18/2021	WEBINAR	16
1476-20510-20-046	COURTROOM TESTIMONY	02/19/2021	WEBINAR	2
1239-49650-20-023	CULTURAL DIVERSITY (DLGP)	02/19/2021	WEBINAR	8
1239-49650-20-024	CULTURAL DIVERSITY (DLGP)	02/19/2021	WEBINAR	8
1281-31040-20-001	DISPATCHER/ROLE IN MASS CASUALTY INCIDENTS	02/19/2021	ANAHEIM	8
1476-23275-20-046	L.E. RESPONSE TO THE HOMELESS	02/19/2021	WEBINAR	2
1476-20510-20-047	COURTROOM TESTIMONY	02/20/2021	WEBINAR	2
1476-23275-20-047	L.E. RESPONSE TO THE HOMELESS	02/20/2021	WEBINAR	2
1476-20510-20-048	COURTROOM TESTIMONY	02/21/2021	WEBINAR	2
1301-20079-20-009	HOMEGROWN VIOLENT EXTREMISM	02/21/2021	WEBINAR	8

Attachment: Dispatcher Course Samples (RES-2021-641 : Authorization to Join POST Public Safety Dispatcher Program)

2540-12435-20-002 DISPATCHER, SUPERVISORY COURSE

This 80-hour course is designed for Public Safety Dispatch Supervisors. The course includes: values and ethics, role identification, leadership styles, assertive leadership, legal/liability issues, employee performance appraisals, employee counseling, discipline, employee relations, problem solving and motivation, administrative support,interpersonal communications, stress, and the transition into a supervisory role. The objectives of the course are to develop the necessary skills and knowledge for the supervisor to effectively manage people in the unique environment of a communications center, to evaluate people based on a standard and communiation effectively both orally and in writing.

CPT: Yes

Plan: IV. Travel and per diem reimbursement

Cost: Non-Reimbursable Tuition: $695.00

College Units: 2

3670-30901-20-002 DISPATCHER, PUBLIC SAFETY-EXTENDED (BASIC) This class can be taken as a Webinar start date 02/02/2021 – end date 05/20/2021

DESIGNED TO PROVIDE AN UNDERSTANDING OF THE BASIC ROLE, RESPONSIBILITY AND DUTY OF A PUBLIC SAFETY DISPATCHER WITHIN A LAW ENFORCEMENT AGENCY. COURSE PROVIDES STANDARDIZED TRAINING AND INTRODUCES STUDENTS TO THE SKILLS AND KNOWLEDGE NECESSARY TO SERVE IN A DISPATCH COMMUNICATIONS CENTER. This course is offered in an extended format and meets in the evenings twice a week.

CPT: No

Plan: IV. Travel and per diem reimbursement

Cost: Non-Reimbursable Tuition: $0.00

College Units: 6.5

9070-21749-20-002 INSTRUCTOR CERTIFICATION COURSE- BASIC

This course provides basic instructional skills for all personnel teaching California law enforcement and public safety dispatchers outside the basic course/academy setting. Students will gain facilitation skills and an understanding of how to employ adult learning methodologies appropriate for various law enforcement topics. This class is also designed as the first level of the POST Instructor Development Institute (IDI) and is a requirement of those wishing to progress through the IDI program.

CPT: Yes Plan: NA. No POST financial reimbursement Cost: Non-Reimbursable Tuition: $0.00

Attachment: Dispatcher Course Samples (RES-2021-641 : Authorization to Join POST Public Safety Dispatcher Program)

DISPATCHER POST CERTIFICATION COURSES

DISPATCHER , PUBLIC SAFETY (BASIC) - DESIGNED TO INTRODUCE NEW DISPATCHERS TO THE BASIC REQUIREMENTS OF THEIR JOBS.

CCN	DATE	LOCATION	HOURS	COST - NON REIMBURSEABLE TUITION
3550-30900-20-002	03/08/2021 - 03/26/2021	FRESNO	120	$0.00
4200-30900-20-001	03/08/2021 - 03/26/2021	NAPA	120	$269.00
4200-30900-20-002	06/14/2021 - 07/02/2021	NAPA	120	$269.00
2200-30900-20-004	03/08/2021 - 03/26/2021	RIVERSIDE	120	$369.00
2200-30900-20-005	05/03/2021 - 05/21/2021	RIVERSIDE	120	$369.00
2330-30900-20-004	03/08/2021 - 03/26/2021	SAN BERNARDINO	120	$285.00
2330-30900-20-005	06/07/2021 - 06/25/2021	SAN BERNARDINO	120	$285.00
2540-30900-20-004	03/01/2021 - 03/19/2021	SAN JOSE	120	$450.00
2540-30900-20-005	04/05/2021 - 04/23/2021	SAN JOSE	120	$450.00
2540-30900-21-001	07/12/2021 - 07/30/2021	SAN JOSE	120	$450.00
2540-30900-21-002	08/09/2021 - 08/27/2021	SAN JOSE	120	$450.00
2540-30900-21-003	09/13/2021 - 10/01/2021	SAN JOSE	120	$450.00
2540-30900-21-004	10/11/2021 - 10/29/2021	SAN JOSE	120	$450.00
2540-30900-21-005	01/24/2022 - 02/11/2022	SAN JOSE	120	$450.00
3670-30900-20-002	05/10/2021 - 05/28/2021	WEBINAR	120	$0.00
4410-30900-20-002	06/07/2021 - 06/25/2021	WHITTIER	120	$280.00
2980-30900-20-002	03/15/2021 - 04/02/2021	WINDSOR	120	$0.00

DISPATCHER, PUBLIC SAFETY-EXTENDED (BASIC) - DISPATCHER, PUBLIC SAFETY-EXTENDED (BASIC) DESIGNED TO PROVIDE AN UNDERSTANDING OF THE BASIC ROLE, RESPONSIBILITY AND DUTY OF A PUBLIC SAFETY DISPATCHER WITHIN A LAW ENFORCEMENT AGENCY. COURSE PROVIDES STANDARDIZED TRAINING AND INTRODUCES STUDENTS TO THE SKILLS AND KNOWLEDGE NECESSARY TO SERVE IN A DISPATCH COMMUNICATIONS CENTER. This course is offered in an extended format and meets in the evenings twice a week.

3670-30901-20-002	02/02/2021 - 05/20/2021	WEBINAR	120	$0.00

DISPATCHER, PUBLIC SAFETY-ADVANCED - This course was designed for experienced dispatchers to increase their knowledge to better prepare them for the challenging situations they are exposed to. The course agenda includes topics on hearing vs. listening, getting along with co-workers, and components of communication.

CCN	DATE	LOCATION	HOURS	COST - NON REIMBURSEABLE TUITION
2200-30902-20-002	06/16/2021 - 06/17/2021	RIVERSIDE	16	$53.00

Attachment: Dispatcher Course Samples (RES-2021-641 : Authorization to Join POST Public Safety Dispatcher Program)

MARIPOSA COUNTY

Fire · 209-966-4330

MEETING: November 23, 2021

TO: The Board of Supervisors

FROM: Mike Van Loben Sels, Acting Fire Chief

RE: Discussion and Possible Direction

RECOMMENDATION AND JUSTIFICATION:

Discussion with Possible Direction Regarding a Reserve Firefighter Program with position descriptions (Extra Help) as Part of Mariposa County Fire.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

Mariposa County has an agreement with Cal Fire to provide Command and Control and Amador services for County Fire. These agreements provide management of the Fire Department as well as a better level of emergency response through Amador of three Cal Fire engines. Outside of providing management and administrative services there are no "paid" staff available for the many tasks required of a Fire Department to provide service to our community and citizens of Mariposa County.

Mariposa County Fire has a long standing history of strong engagement of Volunteer members that included routine station clean up, engine/equipment checks and maintenance as well as attending trainings, public education events, and emergency response. Over the years it has been recognized that volunteer numbers are not an accurate representation of current Department engagement. There is a core membership that still participates in these required and necessary activities, however, the number of volunteer personnel able to commit to these potential time consuming activities outside of their family and work commitments is low. This unintentional but recognized deficiency of providing true routine and accurate maintenance checks of stations and equipment has increased the workload on other volunteers as well as put County Fire in a position of "hoping" vs knowing all our facilities, equipment, tools, fleet, is in ready to respond condition. Another unintended consequence is the lack of support for the prevention/public education or availability to assist in the movement of equipment around the county for details such as maintenance, hose testing, pump testing, equipment transfers. The responsibilities and activities of a Fire Department besides training and emergency response are time consuming but necessary and part of the overall responsibilities of a Fire Department. Currently Mariposa County Fire does have an SOG with response, training, and public event requirements to remain in "good standing" and be considered active. The hope is that this SOG will encourage

Agenda Item - No Resolution Requested

with clear expectations of volunteer members what's asked of them. However County Fire still struggles to meet these requirements outside of a core group. I'm introducing a concept of Reserve Firefighter for discussion as a possible helpful action to better support our volunteers. Having assigned personnel to assist with these time consuming tasks will allow our volunteer members the option to engage as they are able. Having volunteers is and always will be vital to the success of any rural Fire Department.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

No direction will result in discussion only with no further action.

ATTACHMENTS:
Reserve Firefighter Program (PPTX)
RESERVE FIREFIGHTER I_II (1) (DOC)

RESULT: DIRECTION GIVEN

Reserve Firefighter Program

Reserve Firefighter is an Extra Help position designed to provide increased service to our citizens, facility and grounds care/maintenance, equipment standards/compliance and program support.

Reserve Firefighter Program

- Why would we need this?
  - Currently 89 Volunteer Members
    - 50 Firefighters
    - 2 Medical Responders
    - 28 Support Members
    - 9 out on leave of absence
  - Number is misleading as there are not 89 volunteer members able to commit to the full duties of a Fire Department. They utilize their spare time for training and responding to emergency calls when they can. Some don't have the time or willingness to spend their time away from work and family, cleaning up stations, equipment, and grounds.

Reserve Firefighter Program

- Why would we need this?
  - Facility/Grounds care and maintenance
  - Increase ability to have consistent checks for needed maintenance
  - Possibly be able to handle minor repairs before major repairs are needed (preventative could lead to costs savings)
  - Set the example for compliance of PRC 4291
  - Strive to professionalize the look of the Fire Department as representing our County
    - Not just maintain what we have but opportunities to improve presentations

Reserve Firefighter Program

- Why would we need this?
  - Equipment Standards and Compliance
  - Improve ability to affectively maintain our equipment
    - Equipment check outs – exercise engines, pumps, small engine tools
      - Hand tool maintenance, inspect overall equipment for compliance and readiness
      - Hose maintenance, testing, pull and reload, inspection, maintenance logs
    - Up-keep of equipment
      - Wash and wax equipment routinely
      - Take pressure off volunteers to stay late or take more time away from personal life

Reserve Firefighter Program

- Other benefits to the Department and County?
  - Begin process of professionalizing and supporting.
  - Recruiting and Diversity Opportunities can hire Reserve Positions in-house as well as open to various candidates with different levels of experience.
  - Resume builder for those seeking a career in the Fire Service
    - Grizzly Fire as well as other ROP programs

Attachment: Reserve Firefighter Program (12313 : Discussion and Possible Direction)

Reserve Firefighter Program

What's the goal?

Provide and improved service to our community

- Potential cost saving in preventative maintenance solving minor issues before they become larger and more expensive to fix
- Better engagement with the community in Public Education and Prevention
- Better access and ability for our citizens to stop in and engage with our personnel
- Improved "immediate" response ability for emergency care and service to our community

Attachment: Reserve Firefighter Program (12313 : Discussion and Possible Direction)

Reserve Firefighter Program

Costs?

Extra Help employee – 860/yr. can be extended by BOS direction

Reserve Firefighter I - $15.00/hr. = $12,900

Reserve Firefighter II - $20.00/hr. = $17,200

Preferably need one each on duty together = $30,100 for 860 hrs

4 days/week x 52 weeks = 208 days @ 8hrs/day = 1664 hrs for year-round coverage

$30,100 x 2 = **$60,200 would provide 8hr day station coverage 4 days a week/yr**

Attachment: Reserve Firefighter Program (12313 : Discussion and Possible Direction)

Reserve Firefighter Program

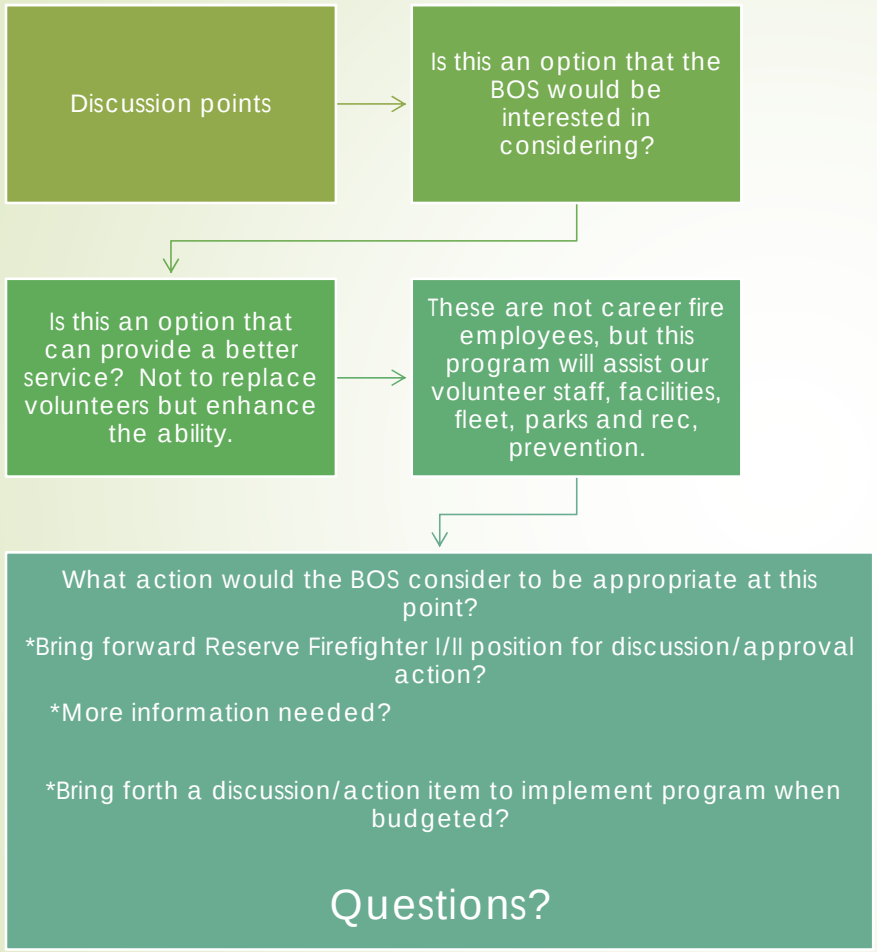
- Costs?
- So, depending on how much funds are made available during each fiscal year would determine how many stations could be staffed
- Three is ideal $60,200 x = $180,600/yr
- Two is great $60,200 x =$120,400/yr
- Numbers can be adjustable to meet needs at any point, depending on available funding

Attachment: Reserve Firefighter Program (12313 : Discussion and Possible Direction)

Reserve Firefighter Program

- Funding? How would we pay for this without impact to general fund?
- Measure M monies?
- ABH back to county to fund?
- Future funding sources like sunsetting CSa3?

Attachment: Reserve Firefighter Program (12313 : Discussion and Possible Direction)



Reserve Firefighter Program

Attachment: Reserve Firefighter Program (12313 : Discussion and Possible Direction)

RESERVE FIREFIGHTER I/II POSITION DESCRIPTION

RESERVE FIREFIGHTER I/II

DEFINITION

Under supervision of Mariposa County Fire Command and Control Cal Fire Staff, a Reserve Firefighter I performs routine general maintenance and cleaning of fire stations, buildings and grounds to maintain compliance of local and state codes and ordinances; cleans, maintains and tests emergency equipment and apparatus; assists Fire Prevention Specialist I/II with public education and inspections; works in the Mariposa County Service Center as needed; and responds to rescue calls within two minutes during the day and three minutes in the evening performing firefighting duties, including combating, extinguishing, and preventing fires; provides medical assistance, and does other related work as directed such as recruitment projects and public promotion/education of Mariposa County Fire Department.

EXAMPLES OF DUTIES

Performs general maintenance and minor repair work as comfortable and knowledgeable to County Fire Stations including painting interiors and exteriors, cleaning of windows, cleaning of floors, windowsills, baseboards, shelves, countertops, and all other surfaces; repairing of water lines, custodial duties as assigned. Maintains grounds of County Fire Stations including sweeping, weed eating, weeding, pruning, watering, mowing, trimming, fertilizing, spraying of weed control chemicals, and maintaining irrigation systems. Uses safe procedures, methods, tools and equipment used in general maintenance work. Trouble shoots and make minor repairs as comfortable and knowledgeable of tools and equipment used in general maintenance and custodial work. Works with and assists Fire Prevention Inspector I/II with general public to conduct fire safety presentations and provides information regarding fire prevention and life safety. As requested, inspects a variety of structures and facilities ensuring compliance with all State and local fire codes. Assists in weed abatement, brush and combustible vegetation clearance inspections accordance to PRC 4291 and local ordinances. Responds to emergency calls, fire alarms and non-emergency calls to perform arduous work as a member of a fire company, operates radio and illumination generators. Administers first aid, lays and connects hose lines, moves charged hose lines, holds nozzles and directs water streams, carries, raises and climbs ladders, enters burning buildings to remove persons from danger or as a coordinated strategy/tactic to prevent further fire damage, performs salvage and overhaul tactics as directed. Uses chemical extinguishers, axes, hooks, lines, power-driven tools, cutting torches and other equipment. Ventilates by breaching walls or roofs inside/outside and on top of buildings to release heat and smoke. Places salvage covers to prevent damage. Overhauls and cleans up after a fire to prevent rekindling; checks fire scene for point of origin and source of ignition and preserves evidence which may indicate arson or cause of fire. Returns company equipment to its proper place before leaving the emergency scene. Participates in drills and training sessions. Compiles and submits information on equivalent runs, accidents and fire inspections.

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Attachment: RESERVE FIREFIGHTER I_II (1) (12313 : Discussion and Possible Direction)

RESERVE FIREFIGHTER II

In addition to the duties listed above, is a recognized/qualified Driver/Operator of Type I, II, III, VI engines and Water Tenders for Mariposa County Fire.

DISTINGUISHING CHARACTERISTICS

Makes independent, sound decisions. Deals with the public in difficult work situations with tact and courtesy. Enforces pertinent fire codes, ordinances, laws and regulations with impartiality and efficiency. Organization skills and ability to learn various programs such as Service Center, Ladder Testing, Pump Testing, SCBA flow testing. The work requires an understanding of lifesaving and firefighting methods gained through a program of specialized training and through experience. Duties may involve considerable physical exertion and potential risk to health and emergency readiness while wearing heavy protective equipment and Self-Contained Breathing Apparatus. Self-starter, highly motivated to perform required duties with a high standard and ethics. Experience as a Volunteer or paid Firefighter or ability to obtain necessary training to perform the duties of a Reserve Firefighter I/II for Mariposa County Fire.

Minimum Knowledge, Skills, Abilities and Personal Characteristics

Ability to visualize how mechanical things work and understand the inter-relationship of parts; to remember and learn from oral instruction; to comprehend and learn from written material and follow written instructions; to read maps, diagrams and plans; to keep records and complete forms; to analyze situations quickly and reach sound conclusions; to remain calm and function effectively in emergency situations; to present information and ideas to individuals or groups working as an effective team member; to perform work activities which require endurance, balance, coordination, arm and shoulder strength, leg and back strength; to learn the terminology and procedures used in the fire service.

Willingness to work in a hazardous environment and risk personal safety if necessary, to learn and study on one's own time, and to take orders.

Knowledge of: applicable government codes, terminology and procedures used in the fire service, construction materials and principles, safety clothing, fire equipment and apparatus, use and maintenance of radio communications, electrical and natural gas emergency procedures, fire ground technology, watershed fires and fire handline construction, fire prevention, suspicious fire procedures, hose evolutions, the theory of combustion, rescue tools and techniques, radiological instrumentation, structural firefighting procedures, salvage, overhaul, ventilation, the buildings and streets within station boundaries, ropes and knots, hazardous materials.

Skills: Operating a variety of hand and power tools, identifying potential fire hazards, first aid treatment of injuries and burns, performing company evolutions, reading records and pre-fire planning forms.

Licenses/Certificates

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Attachment: RESERVE FIREFIGHTER I_II (1) (12313 : Discussion and Possible Direction)

Valid California driver's license.

Obtain and maintain Title 22-compliant Public Safety-First Aid and CPR certification or higher. Completion of department fire academy or equivalence challenge, Firefighter task book, and maintain all relevant/required training in accordance to SOG/Policy 2.5.5

PHYSICAL QUALIFICATIONS

Candidates for Firefighter may be required to meet such medical and physical standards as prescribed by County policy and the Department physician in accordance to policy 2.3.3.

Ability to sit, stand, walk, run, kneel, crouch, stoop, reach, crawl, twist, climb, drive, and lift 70 pounds; exposure to heat, cold, extreme noise, outdoors, confining workspace, electrical hazards, vibration, chemicals and dust, toxic waste, mechanical hazards, explosive materials; and available for on-call emergency response.

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

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Attachment: RESERVE FIREFIGHTER I_II (1) (12313 : Discussion and Possible Direction)

MARIPOSA COUNTY

Administration · 966-3222

RESOLUTION - ACTION REQUESTED 2021-642

MEETING: November 23, 2021

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Approve Employee Allocation Changes in District Attorney's and Auditor's Offices

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RECOMMENDATION AND JUSTIFICATION:
Approve Un-freezing the Legal Secretary I Allocation and Freezing the Office Assistant I Allocation in the District Attorney's Office; and Replacing the Senior Account Clerk with an Account Clerk I Allocation in the Auditor's Office.

On November 9th, 2021 the Board reviewed and approved the employee allocation schedule for the Fiscal Year 2021-2022. When entering the new allocation schedule, two errors were discovered which need to be corrected. Both corrections have been accounted for in the FY22 budget.

The District Attorney's office requests that we unfreeze the Legal Secretary I/II allocation and freeze the Office Assistant I allocation instead. Both positions are in the allocation schedule, however, the wrong allocation was proposed to be frozen or unfunded.

The Auditor's office has a vacant Senior Account Clerk allocation, which needs to be filled. New hires will likely be better suited for the more junior Account Clerk I, so the Auditor's office requests that the Senior Account Clerk be replaced by the Account Clerk I.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
Resolution 2021-621: Approved the Recommended Employee Allocation Schedule for Fiscal Year 2021-2022

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Alternative allocations could be suggested or the allocations could remain as previously approved by the Board.

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

MARIPOSA COUNTY

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

RESOLUTION - ACTION REQUESTED 2021-643

MEETING: November 23, 2021

TO: The Board of Supervisors

FROM: Rene LaRoche, Clerk of the Board

RE: Reschedule the December 21, 2021 Regular Meeting

RECOMMENDATION AND JUSTIFICATION:
Reschedule the December 21, 2021 Regular Meeting of the Board of Supervisors.

On January 5, 2021, at the first meeting of the year, the Board considered its 2021 meeting schedule and elected to cancel the December 21, 2021 meeting as well as the December 28, 2021 meeting to allow staff time for the holidays. Under normal circumstances, having two back-to-back meetings cancelled during this time of the year would not be a problem. However, on November 2, 2021, the Board authorized an emergency agreement for White Rock Road repairs utilizing a provision of Public Contract Code Section 22050. Under that code section, the Board is required to review the emergency action at least once every 14 days and to determine, by a four-fifths vote, that there is a need to continue the action.

With the meeting schedule as it currently stands, there would be a gap of 21 days between Board reviews of the emergency action which would not be in compliance with State law. Consequently, staff is requesting that the Board now reschedule the previously cancelled meeting of December 21, 2021, to allow for timely Public Contract Code reviews.

Chapter 2.04.020 A. of Mariposa County Code allows any regular meeting to be cancelled or rescheduled by a majority vote.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
January 5, 2021: The Board adopted its 2021 meeting schedule via Resolution 2021-014.

Historically, the Board has made other modifications to its schedule as they have been needed.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
No action or negative action will maintain the current schedule and will prevent the Board from continuing the White Rock Road contracting emergency.

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

MARIPOSA COUNTY

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

ORDINANCE 2021-1168

MEETING: November 23, 2021

TO: The Board of Supervisors

FROM: Rene LaRoche, Clerk of the Board

RE: District Reapportionment Ordinance

RECOMMENDED ACTION AND JUSTIFICATION:

Waive the Second Reading and Adopt an Ordinance Titled "2021 District Reapportionment", Which Will Rescind and Replace Title 1.16 of Mariposa County Ordinance Code Regarding Supervisorial Districts Boundaries.

Utilizing the 2020 US Census Data contained within the California State Redistricting Database, and after completion of a six month long reapportionment process which included two public hearings to consider draft maps, the Board approved a new map of supervisorial districts at its November 9, 2021 meeting. This ordinance will codify the changes in district boundaries represented on that adopted map.

Additionally, it should be noted that this ordinance transitions the descriptions away from the traditional metes and bounds descriptions, which are time-intensive to produce, to census block references which are easily extracted from the GIS software. This description method is already being utilized in a number of other California counties including Contra Costa, San Joaquin, and Riverside and has been approved for local use by County Counsel. The change significantly reduces the time to produce the final ordinance and, ultimately, the expense of the reapportionment process.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The Board began the reapportionment process on May 8, 2021, when it established the methodology by which the process would be managed. That was followed by a Board item on May 11, 2021, when the Board scheduled five public hearings, including a special Saturday meeting and one evening meeting, to receive public input.

Public hearings were held on June 8, 2021, July 17, 2021, September 14, 2021, November 1, 2021, and November 2, 2021, with draft maps considered during the November 1st and 2nd public hearings. In consideration of public input, the Board modified the option two map at the conclusion of the November 2, 2021, public hearing.

The modified option two map returned to the Board as option five on November 9, 2021, when it was approved by Resolution 2021-620.

The Ordinance was introduced on November 23, 2021.

Prior to the current process, reapportionment last occurred in 2011.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

First Reading: No modifications can be made to the approved map outside of the reapportionment process. If the Board does not introduce the ordinance, there is risk that the process will not be completed by the mandated deadline of December 15, 2021, in which case, the County will be required to petition the Superior Court to decide the boundaries.

Second Reading: No modifications can be made, and the Board can only choose to adopt the ordinance or not. Similar to the First Reading, if the Board does not adopt the ordinance, the process will cease. If reapportionment is not completed by the mandated deadline of December 15, 2021, the County is to petition the Superior Court within five days of that date for an order adopting supervisorial district boundaries.

ATTACHMENTS:
Ordinance - Draft (PDF)
Ordinance Map Graphic (PDF)
Ordinance Summary (PDF)

RESULT: **INTRODUCED [UNANIMOUS]** **Next: 12/7/2021 9:00 AM**
MOVER: Miles Menetrey, District V Supervisor
SECONDER: Wayne Forsythe, District IV Supervisor
AYES: Rosemarie Smallcombe, Marshall Long, Wayne Forsythe, Miles Menetrey
EXCUSED: Tom Sweeney

MARIPOSA COUNTY ORDINANCE NO.

2021 DISTRICT REAPPORTIONMENT

WHEREAS the reapportionment process was automatically triggered by the completion of the decennial United States Census in 2020; and

WHEREAS the process to consider supervisorial districts was initiated by the Board of Supervisors as required by Elections Code Section 21500 et seq. in May, 2020; and

WHEREAS extensive enhanced public engagement was conducted to elicit feedback regarding communities of interest; and

WHEREAS consideration of the 2020 Census data, public input, and reapportionment criteria found that adjustments to supervisorial district boundaries were necessary; and

WHEREAS the Board of Supervisors conducted five public hearings to gather and receive input, including two public hearings which considered draft map options; and

WHEREAS after careful consideration of map options, census data, boundary criteria, and public input, including that received during the two public hearings specific to draft maps, the Board of Supervisors developed a final draft map to represent the supervisorial boundaries until the next reapportionment process; and

WHEREAS the final map was adopted by the Mariposa County Board of Supervisors on November 9, 2021, with Resolution 2021-620; and

WHEREAS this amendment will rescind and replace Title 1.16 of Mariposa County Code with updated supervisorial district boundaries.

NOW, THEREFORE, THE BOARD OF SUPERVISORS OF MARIPOSA COUNTY, a political subdivision of the State of California, does ordain as follows:

SECTION I: Title 1.16 of the Mariposa County Ordinance Code is hereby rescinded in its entirety, including the rescission of Ordinance numbers 416, 568, 813, 992, and 1085.

SECTION II: Title 1.16 of the Mariposa County Code is hereby created to read as follows:

Title 1.16
Supervisorial Districts

1.16.010 Generally.

The purpose of this article is to establish the boundaries of the Supervisorial Districts for the County of Mariposa as shown on the map adopted by the Board of Supervisors on November 9,

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Attachment: Ordinance - Draft (2021-ORD-1168 : District Reapportionment Ordinance)

2021, by resolution 2021-620, utilizing US Census data, and pursuant to the requirements of Section 21500 et seq. of the California Elections Code.

1.16.020 Use of Census Blocks.

The supervisorial districts are described by reference to the census blocks used in the 2020 federal decennial census as established by the United States Census Bureau and extracted from the California State Redistricting Commission database, as required by Elections Code Section 21500(a)(2), the exterior boundaries of which are the boundaries of each supervisorial district.

1.16.020 District I.

Supervisorial District I shall be that portion of Mariposa County, State of California, that is comprised of the following census blocks:

2073, 2061, 1040, 2040, 2011, 2034, 2023, 1050, 1107, 1103, 1117, 1031, 1078, 1006, 1003, 1005, 1007, 1046, 1000, 1048, 1064, 1043, 1020, 1075, 1052, 1071, 1106, 2015, 1073, 3000, 2002, 1065, 3003, 1077, 1061, 1062, 2102, 1065, 2063, 2064, 2062, 2047, 2046, 2038, 2036, 1083, 2074, 2000, 1096, 1033, 1070, 1052, 1021, 1089, 1030, 2093, 2072, 2087, 2090, 1084, 1079, 1082, 2032, 2048, 2103, 2035, 1038, 1072, 2030, 2029, 1045, 1036, 1024, 1008, 1127, 1057, 1024, 1047, 1067, 1129, 1120, 1123, 2069, 2081, 2076, 2019, 2000, 2037, 2039, 2084, 1128, 1081, 1139, 1137, 2100, 2075, 2085, 1000, 1009, 2022, 1125, 1019, 1017, 2014, 1110, 1033, 2017, 2003, 2020, 2101, 2092, 2025, 2023, 2026, 2088, 1039, 2082, 2049, 1035, 2067, 1075, 2021, 2010, 2019, 2018, 2094, 2089, 2056, 2051, 2053, 2024, 1017, 1050, 1049, 1051, 1020, 1011, 1054, 1143, 2042, 1108, 1058, 1060, 2029, 3141, 1026, 1045, 1044, 2030, 2066, 2031, 1079, 1076, 1064, 1074, 2065, 2028, 2027, 2043, 2050, 2033, 1008, 1053, 1007, 1071, 1073, 1053, 2086, 2083, 1114, 1001, 1113, 1014, 1111, 1141, 1132, 1122, 1012, 1016, 1013, 1015, 1095, 1136, 1100, 1138, 1035, 1091, 1102, 1134, 1097, 1131, 1130, 1135, 1098, 1023, 1077, 1085, 1023, 1101, 1083, 1086, 1094, 1090, 1076, 1066, 1019, 1055, 1062, 1068, 1057, 1069, 1092, 1048, 1031, 1003, 1121, 1116, 1002, 1112, 1119, 1011, 1142, 1022, 1039, 1029, 1078, 1010, 1032, 1088, 1093, 1021, 1126, 1018, 1009, 1115, 1004, 2079, 2080, 1001, 2018, 2024, 2022, 2008, 2096, 2006, 2027, 2095, 2032, 2033, 2097, 2099, 1109, 1104, 1014, 1105, 1118, 1016, 1025, 1008, 1001, 1027, 1041, 1042, 1028, 1038, 2012, 2013, 2008, 2009, 1034, 2005, 1006, 1005, 2077, 1025, 1030, 1087, 1069, 1066, 1010, 2070, 2068, 2071, 2058, 2060, 2054, 2057, 1085, 1056, 1026, 1044, 1037, 1004, 1009, 1036, 1082, 1022, 2055, 2044, 2052, 2059, 1037, 2021, 2041, 2020, 1068, 1043, 3142, 2031, 1019, 1063, 1007, 2010, 2028, 2034, 2002, 1004, 2025, 1010, 2026, 1021, 1055, 2045, 1024, 2009, 2091, 2016, 2098, 1002, 1063, 2078, 1080, 1088, 1099, 1059, 1047, 1046, 1012, 1017, 1034, 1080, 1006, 1005, 1089, 1081, 1018, 2005, 2017, 2007, 1084, 1067, 1087, 2016, 2003, 2006, 1140, 1058, 1061, 1013, 1060, 1124, 1018, 1086, 2001, 1027, 1040, 1029, 2004, 1070, 1054, 1015, 1032, 1051, 1028, 1042, 1133, 1072, 1049, 1041, 1022, 1074, 1056, 2011, 2004, 1020, 1023, 1000, 1059, 1003, 2001, 2007, 2015

1.16.030 District II.

Supervisorial District II shall be that portion of Mariposa County, State of California, that is comprised of the following census blocks:

3031, 2005, 2003, 3019, 3021, 2066, 3028, 1013, 1019, 1002, 1011, 1015, 1014, 2046, 1028, 2047, 1110, 1107, 1108, 1109, 1024, 1006, 2013, 2015, 2007, 2021, 3049, 2085, 2024, 2023,

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Attachment: Ordinance - Draft (2021-ORD-1168 : District Reapportionment Ordinance)

3152, 3054, 3034, 2025, 2001, 3041, 2000, 3038, 3037, 3156, 3070, 3077, 1032, 1056, 1055, 1036, 1026, 1030, 1057, 1059, 1058, 1071, 1041, 1022, 1067, 2006, 2009, 3040, 3047, 3048, 2011, 2019, 2018, 2016, 3039, 3042, 2012, 2002, 2084, 2083, 2082, 3023, 3154, 3058, 3060, 3030, 3035, 3036, 3051, 3052, 3056, 3151, 3053, 3046, 3062, 3029, 2004, 3147, 2038, 2027, 2049, 3082, 3155, 3043, 2052, 3044, 3018, 1077, 1048, 1039, 1070, 1103, 1079, 1101, 1080, 1040, 1073, 1081, 1044, 1065, 1062, 1085, 1009, 1027, 1089, 1021, 1020, 2069, 3124, 3119, 3127, 3100, 3099, 1012, 1029, 1008, 1004, 1003, 2042, 3083, 3085, 1054, 2061, 1047, 1046, 2057, 3153, 3071, 2078, 2076, 3069, 3078, 3068, 3111, 3090, 3118, 3112, 3086, 3104, 3105, 3117, 3114, 3121, 2058, 2059, 3129, 2060, 2055, 3113, 3101, 2063, 3072, 3123, 3061, 3128, 3122, 3107, 3108, 3066, 3065, 3075, 3067, 3084, 3150, 3149, 2026, 2030, 2029, 2031, 2028, 2033, 2032, 2035, 3120, 1023, 2014, 3076, 2075, 3022, 3087, 3032, 3110, 3006, 3004, 3005, 2081, 1063, 1053, 2045, 3045, 2043, 3079, 2022, 3125, 2086, 2037, 2036, 3080, 2040, 2053, 2077, 2054, 2048, 2070, 2071, 1093, 2056, 2072, 2068, 2080, 2067, 3073, 3050, 2051, 3116, 3059, 3106, 2079, 2074, 3013, 3057, 3064, 3063, 2010, 1097, 4016, 4034, 4061, 4012, 4019, 4065, 4066, 3089, 3010, 3097, 3131, 3136, 3144, 3143, 3145, 3133, 3138, 3130, 3015, 3095, 3096, 3016, 3102, 3137, 3012, 3135, 3139, 3008, 3094, 3092, 3020, 3017, 3014, 3011, 3002, 4011, 3000, 3003, 3001, 3007, 3146, 1045, 3134, 1050, 1034, 1051, 1052, 2044, 1031, 3081, 3126, 3109, 3098, 3148, 3009, 3025, 3033, 4067, 4015, 4005, 2008, 2065, 4033, 4017, 1090, 4014, 4000, 3103, 2050, 3132, 2062, 3093, 2041, 3088, 4036, 1104, 1087, 1088, 2034, 2073, 1005, 2039, 1001, 1010, 1018, 1033, 1111, 1037, 1068, 1069, 1049, 1066, 1038, 1091, 3115, 1042, 1060, 1064, 1072, 1102, 1007, 1106, 1084, 1099, 1017, 1078, 1043, 1075, 1074, 1000, 1094, 3074, 1016, 1035, 1025, 1076, 1092, 4018, 3091, 2064, 3024, 3026, 1082, 4059, 4058, 3140, 1095, 1096, 1083, 1086, 1105, 1061, 1098, 1100, 3027, 3055, 2017, 2020

1.16.040 District III.

Supervisorial District III shall be that portion of Mariposa County, State of California, that is comprised of the following census blocks:

3009, 4050, 4048, 2035, 2036, 2074, 2034, 2007, 2009, 3026, 2014, 2019, 4008, 2059, 2041, 2026, 2024, 2027, 4001, 2052, 2060, 2066, 1023, 2008, 2082, 2051, 4063, 4043, 4027, 4068, 2077, 2078, 2063, 2062, 2042, 2050, 2058, 2020, 2030, 4047, 3010, 1009, 2015, 1005, 2033, 2037, 1012, 4003, 4031, 1007, 1022, 1001, 1000, 1002, 1010, 1011, 2053, 2072, 2028, 4060, 2056, 3024, 2008, 2016, 2018, 1017, 1021, 2064, 2055, 2044, 2083, 1018, 3011, 1004, 2012, 2017, 4051, 4052, 4053, 4026, 4025, 4013, 4023, 4056, 4021, 4055, 2005, 4028, 3012, 2045, 2046, 2032, 2071, 4054, 2065, 2023, 2022, 2061, 2068, 2079, 1020, 2031, 2076, 2069, 1016, 2080, 1008, 1015, 2010, 2004, 4057, 4045, 4004, 4006, 4007, 4030, 4029, 4039, 2049, 4038, 4049, 2025, 4010, 2000, 4002, 3025, 2019, 2016, 2011, 2057, 1013, 4022, 4009, 2040, 2081, 3007, 4024, 2018, 2038, 2017, 2067, 2048, 1003, 4042, 1014, 2021, 1019, 2029, 1024, 2054, 2070, 2073, 4041, 2075, 4044, 2001, 2006, 2013, 2002, 2015, 4020, 4040, 4035, 4032, 4037, 4064, 4046, 2039, 2025, 2043, 2047, 2013, 3013, 1006

1.16.050 District IV.

Supervisorial District IV shall be that portion of Mariposa County, State of California, that is comprised of the following census blocks:

3008, 3016, 2006, 2007, 3003, 3001, 3006, 3021, 2005, 1012, 3009, 3016, 3017, 2002, 2010, 3022, 2037, 2018, 3000, 1014, 3014, 1011, 2031, 2010, 3015, 3013, 3004, 3007, 3008, 3020,

DRAFT

Attachment: Ordinance - Draft (2021-ORD-1168 : District Reapportionment Ordinance)

3018, 3020, 3025, 2032, 2035, 3023, 2033, 2034, 2036, 2030, 2045, 3003, 2016, 1014, 2023, 4062, 1025, 2003, 1015, 3015, 3022, 3014, 2039, 2037, 2038, 3021, 2028, 3018, 2044, 2042, 2043, 3019, 2024, 2026, 2046, 2029, 2022, 2027, 3019, 2003, 1010, 1007, 1015, 2041, 3001, 3005, 1013, 1002, 2012, 2004, 2009, 2011, 1012, 3005, 3000, 3004, 1016, 3002, 2020, 2040, 2014, 3006, 3012, 1013, 1011, 2021, 3010, 3011, 3017, 3002, 2001, 2000, 2009

1.16.060 District V.

Supervisorial District V shall be that portion of Mariposa County, State of California, that is comprised of the following census blocks:

2025, 2013, 3013, 2011, 2031, 2020, 3005, 3004, 2004, 3012, 2029, 3006, 2026, 2034, 2027, 2032, 2033, 2028, 2012, 2008, 2003, 2017, 2007, 2001, 2006, 2000, 2021, 2024, 3023, 2013, 2019, 2015, 2030, 2035, 1016, 2023, 2022, 3008, 2084, 3011, 2014, 2002, 2005, 1005, 3007, 1002, 1008, 2012, 3010, 3009, 2036, 3024, 1000, 1009, 2014, 1006, 1003, 1004, 1001, 3002, 3001

SECTION III: This Ordinance shall become effective thirty (30) days after final passage pursuant to Government Code §25123.

PASSED AND ADOPTED by the Board of Supervisors of Mariposa County this 7th day of December, 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

MARSHALL LONG, Chair
Mariposa County Board of Supervisors

ATTEST:

RENÉ LaROCHE
Clerk of the Board

APPROVED AS TO FORM:

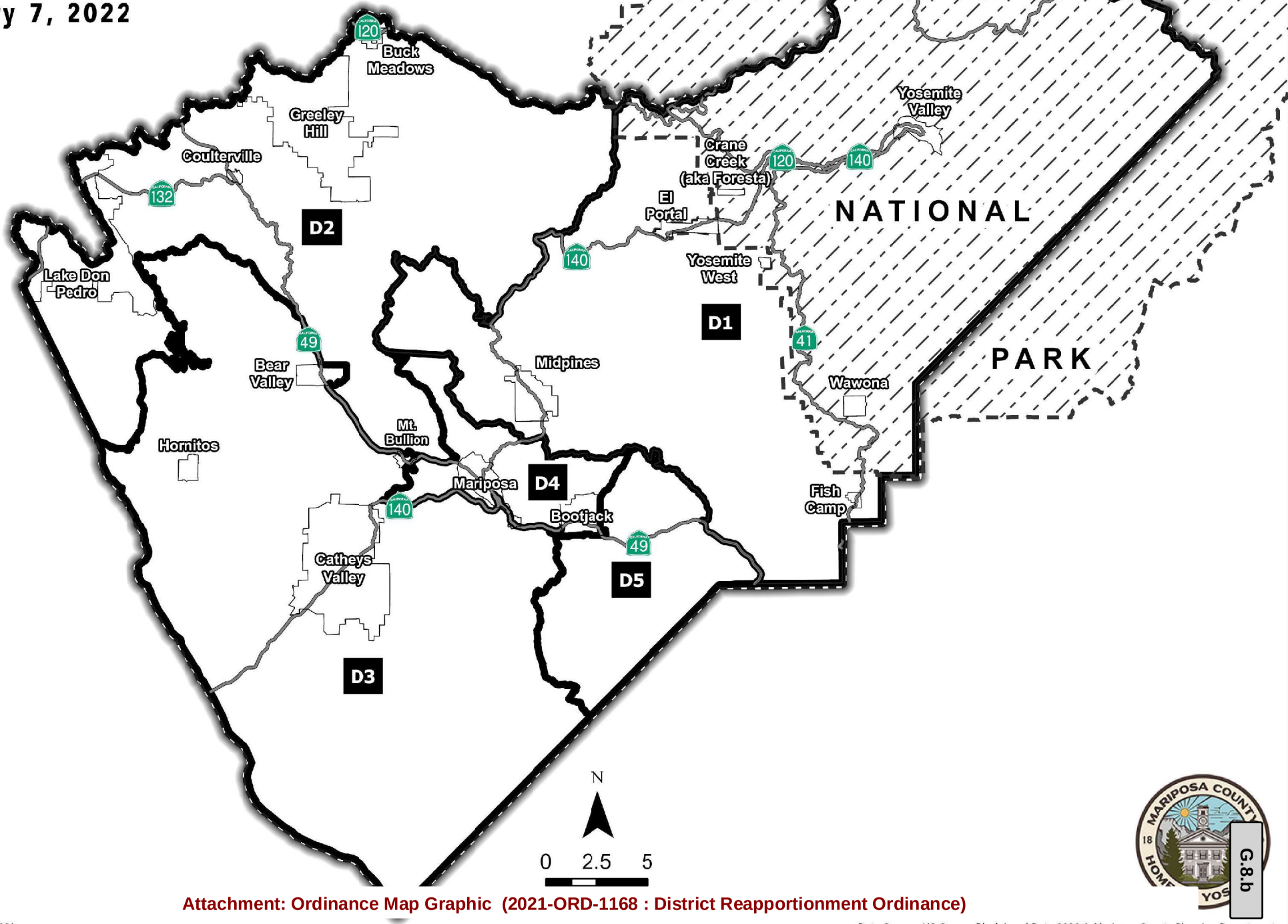
STEVEN W. DAHLEM
County Counsel

DRAFT

Attachment: Ordinance - Draft (2021-ORD-1168 : District Reapportionment Ordinance)

BOARD OF SUPERVISOR DISTRICTS
MARIPOSA COUNTY, CALIFORNIA

Effective Date of Map:
January 7, 2022



Attachment: Ordinance Map Graphic (2021-ORD-1168 : District Reapportionment Ordinance)

Map Date: 11/18/2021

Data Source: US Census Block Level Data 2020 & Mariposa County Planning Department.

MARIPOSA COUNTY BOARD OF SUPERVISORS

SUMMARY OF PROPOSED ORDINANCE RESCINDING AND REPLACING CHAPTER 1.16 OF THE MARIPOSA COUNTY CODE TO DESCRIBE THE NEW BOUNDARIES OF SUPERVISORIAL DISTRICTS THAT RESULTED FROM THE REAPPORTIONMENT PROCESS CONDUCTED PURSUANT TO CALIFORNIA STATE ELECTIONS CODE SECTIONS 21500, ET SEQ

Notice is hereby given that on Tuesday, December 7, 2021, at 9:00 a.m., or as soon thereafter as the matter may be heard, at its regularly scheduled meeting, the Mariposa County Board of Supervisors will consider adoption of a proposed ordinance rescinding and replacing Chapter 1.16 of the Mariposa County Code to describe the boundaries of supervisorial districts one, two, three, four, and five, as shown on the map adopted by the Board of Supervisors on November 9, 2021, by resolution 2021-620.

The ordinance shall become effective thirty (30) days after final passage pursuant to Government Code Section 23123.

A certified copy of the full text of this ordinance is posted for public review in the Office of the Clerk of the Board of Supervisors located at 5100 Bullion Street, Mariposa, California.

RENÉ LaROCHE
Clerk of the Board

Attachment: Ordinance Summary (2021-ORD-1168 : District Reapportionment Ordinance)

MARIPOSA COUNTY

County Counsel · (209) 966-3222

MEETING: November 23, 2021

TO: The Board of Supervisors

FROM: Steve Dahlem, County Counsel

RE: Closed Session Conference with Legal Counsel: Anticipated Litigation

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[X] **CONFERENCE WITH LEGAL COUNSEL**:

[ ] **Existing Litigation:**
[ ] Disclosure will jeopardize existing settlement negotiations.

[X] **Anticipated Litigation**
[X] Significant exposure to litigation pursuant to subdivision (b) of Government Code section 54956.9.
Number of cases to be discussed: **1**

See attached Right to Sue Notice issued by the Department of Fair Housing and Employment.

[ ] Initiating of litigation pursuant to subdivision (c) of Government Code section 54956.9.
Number of cases to be discussed:

[ ] **CONFERENCE WITH COUNTY LABOR NEGOTIATOR**
Name of Employee Organization:_____
Name of County Designated Representative:_____
Title(s) of unrepresented individuals with whom negotiations are being conducted:_____

[ ] **PUBLIC EMPLOYEE EMPLOYMENT TITLE OR POSITION TO BE FILLED:**
(Government Code Section 54957 (b) (1))
_____

[ ] **PUBLIC EMPLOYEE PERFORMANCE EVALUATION**
Position of employee under review:_____ (Government Code Section 54954.5)

[ ] **PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE** (Government Code Section 54954.5)

[ ] **CONFERENCE WITH REAL PROPERTY NEGOTIATOR**
Description of real property:_____
Agency negotiator: _____
Closed session will concern: ( ) price; ( ) terms of lease/purchase.

[ ] **THREAT TO PUBLIC SERVICE FACILITIES**
Name of law enforcement agency involved:_____
Title of officer of law enforcement agency:_____

[ ] **LICENSE/PERMIT DETERMINATION**
License or Permit applied for:_____
Number of license or permit applicants:_____
Name of applicant(s):_____

Agenda Item - No Resolution Requested

ATTACHMENTS:
Department of Fair Employment & Housing Notice (PDF)

RESULT: CLOSED SESSION HELD

STATE OF CALIFORNIA | Business, Consumer Services and Housing Agency
GAVIN NEWSOM, GOVERNOR
DEPARTMENT OF FAIR EMPLOYMENT & HOUSING
KEVIN KISH, DIRECTOR
2218 Kausen Drive, Suite 100 | Elk Grove | CA | 95758
(800) 884-1684 (Voice) | (800) 700-2320 (TTY) | California's Relay Service at 711
http://www.dfeh.ca.gov | Email: contact.center@dfeh.ca.gov

EEOC Number: 485-2021-00421
Case Name: Michael T. Healy v. MARIPOSA COUNTY CALIFORNIA

Filing Date: September 30, 2021

NOTICE TO COMPLAINANT AND RESPONDENT

This is to advise you that the above-referenced complaint is being dual filed with the California Department of Fair Employment and Housing (DFEH) by the U.S. Equal Employment Opportunity Commission (EEOC). The complaint will be filed in accordance with California Government Code section 12960. This notice constitutes service pursuant to Government Code section 12962.

The EEOC is responsible for the processing of this complaint and the DFEH will not be conducting an investigation into this matter. Please contact EEOC directly for any discussion of the complaint or the investigation.

NOTICE TO COMPLAINANT OF RIGHT TO SUE

This letter is also your Right to Sue notice. **This Right to Sue Notice allows you to file a private lawsuit in State court.** According to Government Code section 12965, subdivision (b), you may bring a civil action under the provisions of the Fair Employment and Housing Act against the person, employer, labor organization or employment agency named in the above-referenced complaint. The lawsuit may be filed in a State of California Superior Court. Government Code section 12965, subdivision (b), provides that such a civil action must be brought within one year from the date of this notice. Pursuant to Government Code section 12965, subdivision (d)(1), this one-year period will be tolled during the pendency of the EEOC's investigation of your complaint. You should consult an attorney to determine with accuracy the date by which a civil action must be filed. This right to file a civil action may be waived in the event a settlement agreement is signed.

Be advised, the DFEH does not retain case records beyond three years after a complaint is filed.

Attachment: Department of Fair Employment & Housing Notice (12373 : Closed Session Conference with Legal Counsel: Anticipated Litigation)