



Mariposa County

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MILES MENETREY, CHAIR
WAYNE FORSYTHE, VICE-CHAIR
ROSEMARIE SMALLCOMBE
SHANNON POE
DANETTE TOSO

DISTRICT V
DISTRICT IV
DISTRICT I
DISTRICT II
DISTRICT III

BOARD OF SUPERVISORS ACTION SUMMARY MINUTES SEPTEMBER 12, 2023

A. 9:00 AM Called to Order

Chair Menetrey called the meeting to order.

Attendee Name	Title	Status	Arrived
Rosemarie Smallcombe	District I Supervisor	Present	9:00 AM
Shannon Poe	District II Supervisor	Present	9:00 AM
Danette Toso	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 Menetrey led the pledge.

C. Introductions

None.

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

Chair Menetrey noted that CA. 4 through 7 have been withdrawn. He also noted that eight items require a 4/5th vote.

Public comment was received by Mike Brusa, who introduced himself as Donkey Hodie/Bear Valley, made a comment on CA. 1 and noted as he grazes media this concept of emergencies and governance is becoming an issue. He noted that the governor of New Mexico said that if they declare an emergency, the constitution is out. He noted he looked at numbers, and Mariposa County has less than one hundred homeless individuals, which is below average. He noted that due to the numbers, he felt we didn't need to have a declared

emergency.

Ira Jones/ 4-H program made a short comment on CA.37, noting that last year they saw record numbers of participants in the Field of Service; he also thanked the Board for sponsoring this item.

Supervisor Poe commented on CA. 33, which was then pulled for further discussion.

Supervisor Menetrey commented on CA. 37, who called up Ira Jones and Shaun Quinn; Ms. Quinn gave the Board a flyer.

Supervisor Toso asked for clarification on CA. 41 and called up Joe Lynch/Health and Human Services Director, who then turned the floor to Dr. Eric Sergienko, who noted an uncertified fireplace would be one that is not listed on the approved list from the Air Resource Board. He also noted he would send the Clerk of the Board the website.

RESULT: **Adopted (UNANIMOUS)**
MOVER: District IV Supervisor Wayne Forsythe
SECONDER: District I Supervisor Rosemarie Smallcombe
AYES: District II Supervisor Poe, District I Supervisor Smallcombe, District IV Supervisor Forsythe, District V Supervisor Menetrey, District III Supervisor Toso

CA1. Health and Human Services Agency

Resolution Continuing a Shelter Crisis Local Emergency in Mariposa County

CA2. Sheriff's Office

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

CA3. Sheriff's Office

Resolution Continuing a Local Emergency Due to Extreme Snowstorms in February and March of 2023

4. Administration

Approve the New Classification and Job Description of Senior Plan Checker/Inspector; Set the Annual Salary at \$90,016.67-\$109,415.82; Assign the Senior Plan Checker/Inspector to MCMCO; and Move one Approved FY 2023-2024 Allocation From Plan Checker/Inspector to Senior Plan Checker

RESULT: WITHDRAWN

5. Administration

Approve the Amendments to Building Inspector Job Description

RESULT: WITHDRAWN

6. Administration

Approve the Amendment to Sheriff's Security Officer Job Description

RESULT: WITHDRAWN

7. **Administration**

Approve Amendments to the Plan Checker/Inspector Job Description to Make it a I/II Flex Class; Set the New Monthly Salary at \$62,291.84-\$75,714.08 for Plan Checker/Inspector I and \$79,240.34-\$96,317.13 for Plan Checker/Inspector II; and Adjust the Minimum Qualifications Required to Allow for a Broader Combination of Experience and Education

RESULT: WITHDRAWN

CA8. **Administration**

Approve Budget Action Recognizing Funding in FY2024 for Fire Equipment (\$230,000) (4/5's Vote Required)

CA9. **Administration**

Approve Budget Action Correcting the FY24 Budget Account Codes for the Sheriff's Headquarters Fund 5577 and the LATCF Relief Fund 3626, the Roads Fund 3300, and the Fleet Fund 7700 (4/5's Vote Required)

CA10. **Administration**

Approve Budget Action Transferring Funds within the Administration/Economic Development Budget for the Countywide Market Study and Correcting the FY24 Budget to Reflect Revenues Received in FY23 and an Increase in the Cost of the Market Study (\$17,460) (4/5's Vote Required)

CA11. **Administration**

Ratify Signature of the Board of Supervisors Chair on a Letter of Support for Assembly Bill (AB) 99 Department of Transportation: Integrated Pest Management; Oppose Unless Amended

CA12. **Board of Supervisors**

Proclaim September 17 - 23, 2023, as "Constitution Week"

CA13. **Board of Supervisors**

Discontinue Mariposa County's Participation in the Yosemite Sequoia Resource Conservation and Development Council; and Authorize the Board of Supervisors Chair to Sign the Separation Letter

CA14. **Fire**

Accept the Award of the Volunteer Fire Capacity Grant for \$19,562.10; Approve Grant Agreement with the California Department of Forestry and Fire Protection (CAL FIRE); and Authorize the Board of Supervisors Chair to Sign the Agreement and all Documents Relative to this Grant (Subject to Approval as to Legal Form by County Counsel)

CA15. **Health and Human Services Agency**

Proclaim the Month of September 2023 as "Suicide Prevention Awareness Month"

CA16. Health and Human Services Agency

Appoint Debby Cade to First 5 of Mariposa County as a Member to Fill an Unexpired Term Ending February 15, 2025

CA17. Health and Human Services Agency

Appoint Candy O'Donel-Browne to the Commission on Aging Representing the District 1 Position with a Term Expiring on January 4, 2027

CA18. Health and Human Services Agency

Approve an Agreement with JDT Consultants, Inc. in the Amount of \$75,000 for Therapeutic Behavioral Services; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA19. Health and Human Services Agency

Approve a Memorandum of Understanding (MOU) with Health Management Associates to Receive Grant Funding in the Amount of \$85,000 for Services in Support of the State Opioid Funding Program; and Authorize the Board of Supervisors Chair to Sign the MOU

CA20. Health and Human Services Agency

Approve an Agreement with National Council for Behavioral Health (National Council) in the Amount of \$11,000 for Consulting Services; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA21. Health and Human Services Agency

Approve Certificates of Compliance for the Veterans Affairs Subvention Program and Medi-Cal Cost Avoidance Program for Fiscal Year 2023-24; and Authorize the Board of Supervisors Chair to Sign the Certificates

CA22. Health and Human Services Agency

Approve an Agreement with Campora for Propane Services; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA23. Health and Human Services Agency

Approve Second Amendment to Agreement with Transformations Increasing the Amount by \$2,000 for A New Amount to Not Exceed \$289,537; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA24. Health and Human Services Agency

Approve Second Amendment to Agreement with JDT Consultants, Inc. for Therapeutic Behavioral Services, Increasing the Amount by \$15,000 to A New Amount Not to Exceed \$90,000; and Authorize the Board of Supervisors Chair to Sign the Amendment

CA25. Health and Human Services Agency

Approve Budget Action Transferring Funds Within the Behavioral Health Department Budget for Fiscal Year 2023 to Pay Expenses Through Year End (\$460,651) and Recognizing Grant Revenue and Increasing Salary Appropriations (\$132,540) (4/5's Vote Required)

CA26. Health and Human Services Agency

Approve Amendment to a Three-Year Agreement with the Department of State Hospitals Increasing the Amount by \$80,000 for a New Amount Not to Exceed \$998,558; and Authorize the Board of Supervisors Chair to Sign the Amendment

CA27. Health and Human Services Agency

Approve an Agreement with Today Is A New Day Recovery Home in the Amount of \$135,000 for Residential Care; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA28. Health and Human Services Agency

Approve First Amendment to Agreement with Area 12 Agency on Aging; Authorize the Board of Supervisors Chair to Sign the Amendment; and Approve Budget Action Increasing Revenue and Appropriations to Include Intergenerational Activities Within Senior Services Program (\$10,000) (4/5ths Vote Required)

CA29. Library

Approve an Agreement to Accept a Donation from the Mariposa Friends of the Library in the Amount of \$10,000 for the Purchase of New Books, Movies, and Audiobooks for the Mariposa County Library; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA30. Planning

Appoint Stuart (Greg) Farley to the Fish Camp Town Planing Advisory Council as a Member with a Term Expiring February 28, 2025 (Supervisor Smallcombe)

CA31. Planning

Adopt a Resolution Accepting the Urban Greening Grant Funds; and Approve Budget Action Increasing Revenue and Appropriations in the Planning Department Budget to Recognize the Grant Funding (\$911,850) (4/5ths Vote Required)

CA32. Planning

Approve First Amendment of the General Cooperative Agreement with Caltrans Increasing the Amount by \$15,017, for a New Amount not to Exceed \$1,015,017, for the Mariposa Gateway Elements Project; Authorize the Board of Supervisors Chair to Sign the Amendment; Approve Budget Action Increasing Revenue and Appropriations in the Planning Department Budget Receiving Unanticipated Revenue \$15,017 (4/5ths Vote Required); and Authorize the Board of Supervisors Chair to Sign Future Project-Related Agreement Amendments which may be Necessary for the Completion of the Grant Scope (Subject to Approval as to Legal Form by County Counsel)

CA34. Probation

Approve an Agreement with Today is a New Day Recovery Home for Substance Abuse Clients Referred by Mariposa County Probation Department in an Amount not to Exceed \$405,000 (\$81,000 per year for 5 years); and Authorize the Board of Supervisors Chair to Sign the Agreement

CA35. Public Works

Declare the October 20, 2023, Mariposa Yosemite Hot Rod and Custom Car Show Friday Night Cruise a County Sponsored Event; and Waive the Encroachment Permit Fees

CA36. Public Works

Approve Second Amendment with Willdan Engineering to Provide Engineering Consulting Services on the Bridge Preventive Maintenance Program (BPMP) - Phase II, Project No. BPMP-5940(129) to Extend the Term of the Agreement to December 31, 2027; and Authorize the Board of Supervisors Chair to Sign the Amendment

CA37. Public Works

Declare the Ninth Annual "Field of Service," a Veterans Day Event Organized by a 4-H Membership Group at the Museum and History Center from November 3rd, 2023, Through November 12th, 2023, as a County Sponsored Event; and Waive All Associated County Fees

CA38. Public Works

Appoint Andy Ferris to Fill a Vacancy as Alternate 1 on the Airport Advisory Committee (AAC); Appoint Ron Rohde to Fill a Vacancy as Alternate II; Move Aitor Lomendy from Alternate II to Fill a Vacancy in Category "A" (Expert in Aviation) with Terms Expiring on September 12, 2027

CA39. Public Works

Approve an Encroachment Fee Waiver for National Night out to be Held on October 3, 2023, for the Closure of 9th Street Between Bullion and Jones Streets from 4:00 to 8:00 pm

CA40. Public Works

Declare the Annual Coulterville Coyotefest to be Held at the Coulterville Town Park, Historic Main Street, and Park Avenue on September 23 & 24, 2023, as a County Sponsored Event; and Waive the Encroachment Fee

CA41. Health and Human Services Agency

Approve Budget Action Increasing Revenue and Appropriations Recognizing Grant Funds in the Health and Human Services Agency Woodsmoke Reduction Program Budget (\$179,770) (4/5ths Vote Required)

E. Items removed from Consent Agenda

CA33. Planning

Accept Resignation and Recognize the Service of Burt Collins on the Historical Sites and Records Preservation Commission; and Appoint Richard Westfall to the Historic Sites and Records Preservation Commission as an At Large member with a Term Expiring February 28, 2026

Supervisor Poe was given the floor and noted it would and should be in the County's best interest to have a District 2 representation. Supervisor Smallcombe added that this was also a concern that was raised to her via email, and she also felt that due to how dispersed our county is, it would be in the county's best interest to have the representative be Ms. Wolfsen.

Steve Engfer/Planning noted the HSRPC is working on an overall work plan, and they are working on bringing it to the board with the topic of expanding membership.

Danielle Bondshu/Clerk of the Board, also noted when the committee, as dictated by the committee policy, convened to recommend a member, it was discussed that there would be an overlap of the Creative Placemaking Committee if Ms. Wolfsen were chosen.

Steve Dahlem/County Counsel, noted a few facts about the Brown Act.

RESULT:	Adopted (UNANIMOUS)
MOVER:	District I Supervisor Rosemarie Smallcombe
SECONDER:	District II Supervisor Shannon Poe
AYES:	District II Supervisor Poe, District I Supervisor Smallcombe, District IV Supervisor Forsythe, District V Supervisor Menetrey, District III Supervisor Toso

F. Departmental Presentation

Jacob Hawley/Mariposa Visitors Center noted last year, they had roughly 21,000 visitors come through, which is already up to 20,000 for this current year. He noted they see roughly 80 people a day, with 300 people coming through the escape room. He announced that Hetch Hetchy is open until seven P.M. Mr. Hawley noted that pre-pandemic, years 2017-2018, they averaged 60,000 plus visitors. He noted that right before the pandemic hit, they had roughly 40,000 visitors. He noted the reservation system has made a significant impact.

Jeremy Briese/Sheriff noted they received 2,308 calls for service in August and booked 85 individuals at the County Jail. He thanked his staff, including Jail, Scope, and Posse staff, who worked at the County Fair to ensure safety. He thanked Brian Bullis and his team for facilitating a wonderful family-oriented event. Sheriff Briese noted there had been some significant cases, one of which was the Internet Crimes Against Children (ICAC) Team had made a significant arrest and noted for the listening public that unfortunate individuals such as these are not welcome in Mariposa County, and they will be caught. He noted that the Marijuana Enforcement Team (MET) hit a few locations, making one arrest and taking down thousands of plants. Sheriff Briese also noted significant animal abuse cases, one of which had seven canines, 6 of which had to be euthanized due to the severity. He announced the opening of their business office at 5284 Highway 49 N. Individuals would need to visit this location for civil issues, subpoenas, dog licenses, fingerprints, live scans, etc. This is much-needed breathing room for staff. He updated the Board on the 9/11 memorial and the new deputies entering the Department. Sheriff Briese then discussed the deputy-involved shooting that took place over the weekend prior. He noted the body cam footage would be released. He noted this is for transparency and not to cause division due to the social media buzz of the encampment. He also noted that the individual was not living at the encampment, but they are aware the encampment is an issue.

Joe Lynch followed the Sheriff to discuss the encampment. He began by thanking the Sheriff for reaching out to them when this situation took place. Mr. Lynch gave background and history on the encampment noted Mariposa Open Arms (MOA) was the first shelter in Mariposa County that opened in 2011 and was run by the churches. Mr. Lynch noted they were notified that MOA would be closing their doors in 2018 and the County began to prepare what they would do. MOA closed its doors in December of 2018. He noted the County took over and contracted with the Alliance in late summer of 2019 to run the shelter/encampment. In 2020, handwashing stations were put up around the community for hygiene purposes during the COVID-19 pandemic, and 6 individuals began to congregate at the Frank Wilson Encampment. Rules were put into place regarding the encampment. Since Martin Versus Boise was invoked, which dictated that you could not move someone off County property without room for them to go, the County's hands had been tied. Since Spring of 2022, the County has been planning to remove the encampment. He noted it is not County sponsored nor was the encampment approved by the Board of Supervisors. Mr. Lynch noted in July of 2023, HHSA brought a grant for Board approval, and the County was awarded encampment relief funds which will help provide more shelters so the encampment can be closed. He noted while the camp is not county-sponsored, it comes at a cost. HHSA spends \$600 a month for porta-potties, \$450 a month for Ranch Fence to ensure it is enclosed and doesn't continue to grow, \$400 a month for dumpsters, and \$200 a month for water. He noted we do not receive State or Federal funding to keep this encampment going. He noted right now, there are 16 individuals, but it varies between 8 and 20. He noted their staff and connections staff visit the encampment once a week to engage with individuals and try to get them into services. Mr. Lynch noted due to the connections site as well as Creekside, Mariposa County has been able to reduce its point-in-time count in half which is incredible compared to other counties. Mr. Lynch noted he would like the Board to consider two options, if the camp closes before housing is put in place, the County forfeits the \$600,000 grant. If the encampment continues for at least 8-10 weeks while the County waits for the pallet shelters to be delivered and put up, then the County can close it with no issue. He noted that HHSA staff is in favor of option two.

Board discussion ensued and they agreed on the staff's option two due to the practicality of it.

Keri Kisela/Chamber of Commerce thanked them for putting encroachment for cruise night on the agenda. She noted the cruise begins at 5:30 PM.

G. Public Comment on Non-Agenda Items

Chair Menetrey opened for public comment on non-agenda items.

Michelle Earling/Resident, wanted to express her thoughts on mandates as we enter flu season. She asked that our County take a stance on non-mandated things. She noted there is a risk in all things and felt individuals should not feel like they have to wear a mask, get a shot, or test to keep their job and livelihoods. She asked if the Board had ever heard of the Vaccine Adverse Event Reporting System (VAERS), and she noted it is a website where symptoms are reported. She noted that as of December 9th, 2022, 32,822 deaths have been reported due to the COVID-19 shot. She noted it is reported that only one percent of adverse reactions are reported to VAERS. She stated the COVID-19 vaccine is a therapeutic, not a vaccine. It does not stop infections of disease or transmission. She noted since the coming week was constitution week, she asked that the board remember it before they mandate anything.

Mike Brusa acknowledged the documents on the wall in the chambers, noting the most important document was the Bill of Rights, and the second was the Declaration of Independence. He noted the previous speaker emphasized why those documents are so important. He noted when he has spoken in the past; he discussed

the New Mexico Governor, who stated in an emergency the Constitution goes out the window. He discussed Thomas Jefferson. He then ended by noting the government has made everything a health issue to make emergency decisions.

Liz Darcy/Community Member noted when she was young, she was a part of the girl scouts. She noted as a service project she and her friend Ashley Sala came up with the candy drive for homes on Bullion and Jones Street. When she was right out of High School, Ashley was killed in a car accident. Ms. Darcy noted the candy drive is still in existence today and she donated candy every year in Ashley's name. She wanted to encourage the community to donate to this fundraiser that the Soroptimist Group has continued for the youth in our community.

Maryanne Huff/North County noted she was there to talk about the Coyote Fest, which is the biggest fundraiser the Historical Center holds. She noted this year will be amazing as the parade is turning into a competition and it will be a "howl of a time". She noted in regard to the visitor's center that they are seeing people from Africa and Europe and they are excited to share Coulterville and Mariposa with them. She noted the night previous was the 9/11 ceremony and they had Cal Fire and the Sheriff's Department there to participate.

Lorraine Freeman/Resident noted she is not anti-vaccine and noted she was aware that even a vaccinated individual could be a super spreader. She noted if you look at the history, people would be wiped out before some vaccines were released. She noted the polio vaccine was controversial just as the COVID-19 vaccine has been. She noted the COVID-19 vaccine could be dangerous as the mRNA vaccines are still new technology. She noted she is arguing against any mandates.

Chair Menetrey read a comment noting the John C. Fremont Historical Society will be dedicating a monument.

1. **Clerk of the Board**

Handouts Received During Public Comment on Non-Agenda Items, September 12th, 2023.

RESULT: HANDOUTS RECEIVED

Recess Board of Supervisors

10:45 AM Chair Menetrey recessed the Board of Supervisors meeting and the Clerk of the Board read the Government Code Announcement.

H. LOCAL TRANSPORTATION COMMISSION

10:45 AM Chair Forsythe called the Local Transportation Commission (LTC) meeting to order.

Public Comment Period

None.

LTC Regular Agenda

1. **Public Works**

Approve a Change Order with American Pavement Systems, Inc. in the Amount of \$107,083.84 for the

Merced Fall Cape Seal Project; and Authorize the Local Transportation Commission Chair to Sign the Agreement

Shannon Hansen/Public Works Director, gave the staff report. No public comment.

RESULT: **Adopted (UNANIMOUS)**
MOVER: District I Supervisor Rosemarie Smallcombe
SECONDER: District III Supervisor Danette Toso
AYES: District II Supervisor Poe, District I Supervisor Smallcombe, District IV Supervisor Forsythe, District V Supervisor Menetrey, District III Supervisor Toso

2. Public Works

Adopt a Resolution Approving the LTC Title VI Program

Jeannie Morvay-Clayton/Transportation Planner gave the staff report. No public comment.

RESULT: **Adopted (UNANIMOUS)**
MOVER: District V Supervisor Miles Menetrey
SECONDER: District I Supervisor Rosemarie Smallcombe
AYES: District II Supervisor Poe, District I Supervisor Smallcombe, District IV Supervisor Forsythe, District V Supervisor Menetrey, District III Supervisor Toso

CA3. Public Works

Adopt a Resolution for the Mariposa CMAQ Stair Replacement Project Utilizing Congestion Mitigation Air Quality (CMAQ) Program Funding

Shannon Hansen gave the staff report. It was noted that the stairs were removed in 2013, and people are using the pathway. No public comment.

RESULT: **Adopted (UNANIMOUS)**
MOVER: District I Supervisor Rosemarie Smallcombe
SECONDER: District III Supervisor Danette Toso
AYES: District II Supervisor Poe, District I Supervisor Smallcombe, District IV Supervisor Forsythe, District V Supervisor Menetrey, District III Supervisor Toso

Adjourn LTC

10:51 AM Chair Forsythe adjourned the LTC meeting.

Reconvene as Board of Supervisors

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

I. Regular Agenda Items

1. Public Works

Waive the Second Reading and Adopt an Ordinance Titled "An Ordinance Amending Chapter 13.02 of

the Mariposa County Code to Update Policy for Discontinuation of Residential Water Service"

Samuel Cerveny/Deputy Director of Public Works, gave the staff report. No public comment.

RESULT: **Adopted (UNANIMOUS)**
MOVER: District IV Supervisor Wayne Forsythe
SECONDER: District III Supervisor Danette Toso
AYES: District II Supervisor Poe, District I Supervisor Smallcombe, District IV Supervisor Forsythe, District V Supervisor Menetrey, District III Supervisor Toso

2. **Public Works**

Approve a Policy for Discontinuation of Residential Water Service for Nonpayment

Sam Cerveny gave the staff report. No public comment

RESULT: **Adopted (UNANIMOUS)**
MOVER: District IV Supervisor Wayne Forsythe
SECONDER: District III Supervisor Danette Toso
AYES: District II Supervisor Poe, District I Supervisor Smallcombe, District IV Supervisor Forsythe, District V Supervisor Menetrey, District III Supervisor Toso

3. **Administration**

Discussion and Direction Regarding the 2023 Community Survey Results and Strategic Plan Update

Dallin Kimble/County Administrative Officer, gave a PowerPoint presentation.

11:03 AM Danielle Bondshu stepped away as Clerk and Katherine Slenders/Deputy Clerk of the Board II took over clerking and Ms. Bondshu returned as the clerk at **11:08 AM**.

Public comment was received by Jeanne Anne Pine/Resident, who noted if they send the survey to her, she will send it out. She also noted when she took the survey, she took it with the KOA and Terramor controversy in mind.

Jonathan Noel/Resident noted his concern is the availability of grocery stores, auto parts, and housing. He noted he hears of companies wanting to come into the County, but there is no housing. He noted it was concerning to hear \$33 million was spent outside the county but knows it was due to a lack of choices.

Mike Brusa noted complex systems cannot be planned. He noted you cannot force people to open businesses. He also stated it's clear that people do not understand the principle of property rights. He noted there are no solutions, only tradeoffs.

In response to Supervisor Poe, Mr. Kimble noted the schedule was published last Thursday. In response to Supervisor Smallcombe, Mr. Kimble noted that the proposed objectives came from Board's direction in May. He then discussed some of the questions. Supervisor Smallcomb thanked him for what he will be discussing with the public and engaging them on these questions.

Supervisor Forsythe expressed his concern with their approval rating and noted the economic issues aren't just ours but the nation's.

Chair Menetrey noted Jeanann Anne's comments concern him, especially since that project isn't off the

ground.

No direction was given. Mr. Kimble will be engaging with the public and bringing those responses back to the Board.

RESULT: PRESENTATION HELD

4. **Sheriff's Office**

Adopt a Resolution Approving the Submission of Strategic Growth Council's Community Resilience Center (CRC) Program FY 2022-2023 Grant; and Authorize the Director of the Office of Emergency Services to Sign the Application, Standard Agreement, Letter of Commitment, and Any Other Documents Related to the CRC Program (Approved as to Legal Form by County Counsel)

11:47 AM Recessed for a brief break and reconvened at 11:53 AM.

Sheriff Briese gave the staff report highlighting the grand approach to bettering our community and tackling difficult issues. He noted this is a community resilience center. Sheriff Briese highlighted Sergeant Wes Smith and Raquel Sandoval, noting following the Oak Fire, they identified areas of extreme concern, such as large animal storage, outgrowing the fairgrounds.

Wes Smith gave an additional staff report noting Health and Human Services, as well as County Fire, have been partners. Sergeant Smith gave a PowerPoint Presentation.

No public comment. Board discussion ensued.

RESULT: **Adopted (UNANIMOUS)**

MOVER: District I Supervisor Rosemarie Smallcombe

SECONDER: District II Supervisor Shannon Poe

AYES: District II Supervisor Poe, District I Supervisor Smallcombe, District IV Supervisor Forsythe, District V Supervisor Menetrey, District III Supervisor Toso

12:30 PM Chair Menetrey recessed the Board for lunch, noting they would be in closed session when they returned.

K. 2:00 PM Reconvene

Chair Menetrey reconvened the Board Meeting.

1. **Planning**

Discussion and Direction request from Code Compliance Advisory Committee to Direct Staff to Initiate Projects: Abandoned Vehicle Abatement Program; Uniform Code for Abatement of Dangerous Buildings; and Amendments to Building Code, Ordinances and Resolutions

Steve Engfer gave the staff report, noting staff seeks direction on programs the Code Compliance Advisory Committee (CCAC) recommends.

Public comment received by Gabe Edwards/CCAC noted that the current code is a patchwork. He noted entire sections were missing or out of date. He noted that the CCAC is not suggesting the adoption of a new code; the intent is to formalize and adopt programs. He noted this is to give individuals the ability to abate and

notably abandon the vehicle. He noted what they are recommending is not new; it is already written in either the Building Code or guidance from the California Highway Patrol (CHP).

Lydia Clary/CCAC thanked the Board, noting the uniform code for the abatement of dangerous buildings has been around since 1997. She noted this is a tool that can be used and has been adopted by several cities. She then discussed how the Board should move forward for legality.

Mike Brusa noted that what they are proposing starts on page 805 of a 914-page packet. He noted he felt there was no due process as what is proposed by an adversary. He noted codes are more administrative and they violate a person's property rights. He noted he can appreciate fixing codes but noted there isn't due process.

Jeanne Anne Pine noted if there were an easy solution, it would have been done a long time ago. She noted on a previous item over 40% of individuals were concerned with their neighbor's use of property. She noted she felt this was a discussion that would become very important. She also posed the question, is a code violation in the eye of the beholder, or will it be designated? Noting that needs to be defined.

Mr. Edwards asked to address a citizen's concerns, noting that the Board of Supervisors is aware of the reason the CCAC exists. He noted at a point in time, 2019-218 was recommended; he noted the CCAC are citizens, not staff. He noted that they are trying to find a middle ground between broken code and code compliance management. He noted he felt the County has not done a good job of telling the public about the code, especially the things that are illegal or dangerous, to ensure they are rectified.

Board discussion ensued. Corrina Miranda/Code Compliance Technician noted they looked at 15 other counties as well as compared rural to rural. She noted they looked at flexibility and the ability to cure versus penalize offenders. She acknowledged County Code needs an overhaul. She noted that today, they are asking if the Board will direct staff to begin that process.

After further discussion, Chair Menetrey reopened for public comment.

Further comments were received by Mr. Edwards, who noted he is at a loss for where to start. He noted the reason this is coming to the Board now, ahead of a joint special meeting scheduled for September 18th, is that they did not want these to be lost in the conversation. He reminded me that the Board County Code has been piecemealed, which has caused policy, procedure, and bureaucracy to fail.

Mike Brusa noted words matter, noting that when we discuss non-punitive and then use enforcement and compliance, it can't be something called non-punitive. He noted that legislation is not law, and due process is not an appeal to an administrative process.

Lorraine Freeman/Resident, noted she hopes we will be discussing amnesty.

The Board agreed to continue this discussion to September 19th, 2023, at 9:00 AM or soon thereafter, which takes place after their Joint meeting with the CCAC.

RESULT: TABLED to September 19th, 2023, at 9:00 AM or soon thereafter

2. Administration

Approve the Mariposa County Version of the Mother Lode Accessory Dwelling (ADU) Workbook

Ben Goger/Housing Development Specialist gave the PowerPoint presentation.

Chair Menetrey asked how an individual would get ahold of the workbook and Mr. Goger noted if the Board

approves they will be printed and placed downstairs.

Public comment was received by Mike Brusa who noted there was a lot of information. He reminded the Board of his uncle who was able to afford a home on a \$ 30-a-month salary. He also noted half of the property in the State is owned by the government. He noted the more the government interferes, the worse the problem becomes.

Mr. Goger in response to questions, noted they are talking to other jurisdictions about engineered designs and are working closely with the Building Department.

RESULT: **Adopted (UNANIMOUS)**
MOVER: District I Supervisor Rosemarie Smallcombe
SECONDER: District III Supervisor Danette Toso
AYES: District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe

J. Closed Session

Chair Menetrey read the closed session items. No public comment was received on either closed-session items.

Chair Menetrey recessed into a closed session and then opened immediately after to take Board Information.

4:07 PM Chair Menetrey recessed the Board into a closed session.

1. **Board of Supervisors**

Closed Session Public Employee Performance Evaluation; Department Head Review: County Counsel

RESULT: CLOSED SESSION HELD

2. **Board of Supervisors**

Closed Session Public Employee Performance Evaluation; Department Head Review: Clerk of the Board

RESULT: CLOSED SESSION HELD

L. Board Information

Information received. Supervisor Forsythe noted he would not seek re-election.

M. Adjournment

5:12 PM Chair Menetrey reported, noting that in both closed session items, information was received. He then adjourned the Board of Supervisors meeting.

Respectfully submitted,

Danielle Bondshu
Clerk of the Board

Miles Menetrey
Chair, Board of Supervisors



MARIPOSA COUNTY

Board of Supervisors



RESOLUTION - ACTION REQUESTED 2023-468

MEETING: September 12, 2023
TO: The Board of Supervisors
FROM: Joe Lynch, Director of Health and Human Services
RE: Resolution Continuing a Shelter Crisis Local Emergency in Mariposa County

RECOMMENDATION AND JUSTIFICATION

Resolution Continuing a Shelter Crisis Local Emergency in Mariposa County.

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

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

BACKGROUND AND HISTORY OF BOARD ACTIONS

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

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

- A county may allow persons unable to obtain housing to occupy designated public facilities during the duration of the emergency (public facilities include parks, schools, and vacant or underutilized facilities which are owned, operated, leased, or maintained by the county);
- A county is immune from liability for ordinary negligence in the provision of emergency housing for all conditions, acts, or omissions directly related to, and which would not occur but for, the provision of emergency housing; and
- The provisions of any state or local law or regulation prescribing standards of housing, health, and safety are suspended to the extent that strict compliance would prevent, hinder, or delay the mitigation of the effects of the crisis.

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

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

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

FINANCIAL IMPACT

None

ATTACHMENTS

None

VOTE RESULT

RESULT: **Adopted (UNANIMOUS)**

MOVER: District IV Supervisor Wayne Forsythe

SECONDER: District I Supervisor Rosemarie Smallcombe

AYES: District II Supervisor Poe, District I Supervisor Smallcombe, District IV Supervisor Forsythe, District V Supervisor Menetrey, District III Supervisor Toso



MARIPOSA COUNTY

Board of Supervisors



RESOLUTION - ACTION REQUESTED 2023-469

MEETING: September 12, 2023
TO: The Board of Supervisors
FROM: Jeremy Brieese, Sheriff
RE: Resolution Continuing the Local Emergency Due to the 2022/2023 Meteorological "Atmospheric River" Event

RECOMMENDATION AND JUSTIFICATION

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

BACKGROUND AND HISTORY OF BOARD ACTIONS

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

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

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

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

FINANCIAL IMPACT

None

ATTACHMENTS

None



MARIPOSA COUNTY

Board of Supervisors



RESOLUTION - ACTION REQUESTED 2023-469

MEETING: September 12, 2023
TO: The Board of Supervisors
FROM: Jeremy Brieze, Sheriff
RE: Resolution Continuing the Local Emergency Due to the 2022/2023 Meteorological "Atmospheric River" Event

RECOMMENDATION AND JUSTIFICATION

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

BACKGROUND AND HISTORY OF BOARD ACTIONS

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

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

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

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

FINANCIAL IMPACT

None

ATTACHMENTS

None

VOTE RESULT

RESULT: Adopted (UNANIMOUS)
MOVER: District IV Supervisor Wayne Forsythe
SECONDER: District I Supervisor Rosemarie Smallcombe
AYES: District II Supervisor Poe, District I Supervisor Smallcombe, District IV Supervisor Forsythe, District V Supervisor Menetrey, District III Supervisor Toso



MARIPOSA COUNTY

Board of Supervisors



RESOLUTION - ACTION REQUESTED 2023-470

MEETING: September 12, 2023
TO: The Board of Supervisors
FROM: Jeremy Brieese, Sheriff
RE: Resolution Continuing a Local Emergency Due to Extreme Snowstorms in February and March of 2023

RECOMMENDATION AND JUSTIFICATION

Resolution Continuing a Local Emergency Due to Extreme Snowstorms in February and March of 2023.

On February 23rd, 2023 a series of snow storms impacted Mariposa County. Heavy snowfall from the storms impacted many areas, causing downed trees and power lines. The snow accumulation caused damage to the County and other public and district facilities, including but not limited to roads, bridges, and structure/s/ within Mariposa County.

On March 1st, 2023, Sheriff Jeremy Brieese, acting as the Director of Emergency Services pursuant to Mariposa County Code Section 2.80.040, issued a Proclamation, declaring a local emergency.

On March 7th, 2023 the Board adopted a Resolution Ratifying the March 1, 2023 Proclamation by the Director of Emergency Services of the County of Mariposa, State of California, Proclaiming the Existence of a Local Emergency.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board has ratified similar proclamations in the past during other emergencies.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

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

FINANCIAL IMPACT

ATTACHMENTS

None



MARIPOSA COUNTY

Board of Supervisors



RESOLUTION - ACTION REQUESTED 2023-470

MEETING: September 12, 2023
TO: The Board of Supervisors
FROM: Jeremy Brieze, Sheriff
RE: Resolution Continuing a Local Emergency Due to Extreme Snowstorms in February and March of 2023

RECOMMENDATION AND JUSTIFICATION

Resolution Continuing a Local Emergency Due to Extreme Snowstorms in February and March of 2023.

On February 23rd, 2023 a series of snow storms impacted Mariposa County. Heavy snowfall from the storms impacted many areas, causing downed trees and power lines. The snow accumulation caused damage to the County and other public and district facilities, including but not limited to roads, bridges, and structure/s/ within Mariposa County.

On March 1st, 2023, Sheriff Jeremy Brieze, acting as the Director of Emergency Services pursuant to Mariposa County Code Section 2.80.040, issued a Proclamation, declaring a local emergency.

On March 7th, 2023 the Board adopted a Resolution Ratifying the March 1, 2023 Proclamation by the Director of Emergency Services of the County of Mariposa, State of California, Proclaiming the Existence of a Local Emergency.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board has ratified similar proclamations in the past during other emergencies.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

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

FINANCIAL IMPACT

ATTACHMENTS

None

VOTE RESULT

RESULT: Adopted (UNANIMOUS)

MOVER: District IV Supervisor Wayne Forsythe

SECONDER: District I Supervisor Rosemarie Smallcombe

AYES: District II Supervisor Poe, District I Supervisor Smallcombe, District IV Supervisor Forsythe, District V Supervisor Menetrey, District III Supervisor Toso



MARIPOSA COUNTY

Board of Supervisors



RESOLUTION - ACTION REQUESTED

MEETING: September 12, 2023

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Approve the New Classification and Job Description of Senior Plan Checker/Inspector;
Set the Annual Salary at \$90,016.67-\$109,415.82; Assign the Senior Plan
Checker/Inspector to MCMCO; and Move one Approved FY 2023-2024 Allocation
From Plan Checker/Inspector to Senior Plan Checker

RECOMMENDATION AND JUSTIFICATION

Approve the New Classification and Job Description of Senior Plan Checker/Inspector; Set the Annual Salary at \$90,016.67-\$109,415.82; Assign the Senior Plan Checker/Inspector to MCMCO; and Move one Approved FY 2023-2024 Allocation From Plan Checker/Inspector to Senior Plan Checker.

The creation of a Senior Plan Checker / Inspector will assist the Building Director in being able to retain experienced staff. This classification will also be able to provide support and back up when the Building Director is unable to be present.

BACKGROUND AND HISTORY OF BOARD ACTIONS

From time to time, the Board will approve the addition of senior job classifications.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

If the Board does not wish to approve the new classification of Senior Plan Checker / Inspector, this could impact the Building Director's ability to retain experienced staff.

FINANCIAL IMPACT

There is sufficient funding in the Building Department's FY 2023-2024 budget to support this change due to vacant positions.

ATTACHMENTS

1. Plan Checker Inspector salary ranges (2) (1)
2. Senior Plan Checker- Inspector

Plan Checker/Inspector I/II Salary Range

	Plan Checker/Inspector I	Plan Checker/Inspector II
Step 1	\$62,291.840	\$79,240.342
Step 2	\$65,406.432	\$83,202.359
Step 3	\$68,676.754	\$87,362.477
Step 4	\$72,110.591	\$91,730.601
Step 5	\$75,716.121	\$96,317.131

Senior Plan Checker/Inspector Salary Range

Step 1	\$90,016.670
Step 2	\$94,517.504
Step 3	\$99,243.379
Step 4	\$104,205.548
Step 5	\$109,415.825

Senior Plan Checker/ Inspector

DEFINITION

To plan, perform, organize, direct, supervise and administer the programs and activities of the Building Department; to support the multiple functions of the County's Development Services programs, including Building, Environmental Health, Planning, and Air Pollution; to provide information and assistance to the public; to provide lead direction of lower-level technical staff as assigned; provide assistance to the Building Director and may be called upon to represent or act on the Building Director's behalf in his/her absence, and to perform related duties and responsibilities as required.

SUPERVISION RECEIVED AND EXERCISED

Receives general supervision from the Building Department Director.

Exercises lead direction over technical, clerical staff, Inspectors and Plan Checker/ Inspectors.

EXAMPLES OF ESSENTIAL FUNCTIONS

Provides highly responsible administrative assistance to the Building Department Director with the planning, organizing, administering, and supervising of all programs and activities of the Building Department.

Evaluates and recommends changes in department policies and procedures to increase office efficiency and effectiveness.

Assists the Director in assessing and planning for department space, equipment, and maintenance needs.

Assists with budget preparation, review, and administration.

Assists Director with personnel activities and functions, including screening and interviewing job applicants, processing new-hire paperwork, maintaining confidential personnel records, etc.

Assists in administering daily operations and acts for the Building Director in his/her absence as directed.

Prepares and reviews staff reports and other technical building documents.

Plans and completes special projects as assigned.

Attends official hearings meetings, credibly and accurately representing the Department. Presents staff reports to Advisory Board and Board of Supervisors.

EMPLOYMENT STANDARDS

Knowledge of:

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

Organizational and management practices as applied to the analysis and evaluation of building inspection and code enforcement programs, policies, and operational need.

Principles of management, supervision, training, and performance evaluation.

Budget preparation and administration.

Modern principles, practices, techniques and equipment of building inspection and code enforcement operations.

Recent developments, current literature and sources of information related to building codes and compliance.

State building, plumbing, electrical and mechanical codes; state housing laws; occupancy, health, and safety codes; zoning ordinances.

Electrical, carpentry, masonry, mechanical and plumbing work methods, and materials.

Safety standards and methods of building construction for commercial, industrial, and residential structures.

Research methods and sources of information related to building codes and enforcement.

Modern office practices and technology, including the used of computers for data and work processing.

Basic mathematical computations.

English usage, spelling, grammar, and punctuation.

Public/community relations techniques.

Safe work practices.

Ability to:

Understand, interpret, analyze, apply, and enforce pertinent federal, state, and local laws, rules and regulations.

Effectively administer a variety of building inspection, plan review and code enforcement activities.

Read and understand plans, specifications, and blueprints.

Apply technical knowledge and follow inspection techniques to examine work completed, and detect deviations from plans, regulations, and standard construction practices.

Advise on standard construction methods and requirements for residential and commercial buildings.

Use initiative and sound, independent judgment within established guidelines.

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

Communicate clearly and concisely, both orally and in writing.

Use computers effectively for word and data processing and spreadsheet applications; learn and operate specialized programs for processing inspections, results, and/or corrections.

Operate office equipment safely.

TYPICAL WORKING CONDITIONS

Work is performed in an office and field environment. Requires driving on surface streets and may be exposed to traffic hazards, construction hazards, electrical currents, air contaminants, adverse weather conditions, temperature and noise extremes, wetness, heights, fumes, dusts, odors, working at heights. Worker may be subject to fatigue from irregular working hours/incident call activity.

TYPICAL PHYSICAL REQUIREMENTS

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

EXPERIENCE AND TRAINING

Any combination of training, education, and experience that would provide the required knowledge, skills, and abilities. A typical way to gain the required knowledge, skills, and abilities is:

Bachelor's degree from an accredited college or university with major course work in structural engineering, architecture, or a field related to the area of assignment; four years of increasingly responsible building inspection, plan checking and/or code experience work in a public planning, building, environmental health or public works department, or in a private construction, real estate or engineering office with high public contact, including at least two years in a supervisory or management capacity; or three years of increasingly responsible building inspection, plan checking and/or code experience work with one year in a supervisory or management capacity in

Mariposa County; or *any combination of training and experience that would demonstrate the desired knowledge and abilities of the position.*

Substitution:

Additional qualifying experience in interpreting and enforcing building, electrical, mechanical, and plumbing codes may be substituted on a year-for-year basis for the required education.

Additional Requirements:

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

Possession of three (combo certification preferred) ICC Building Inspector Certificate.

Possession of an ICC Plans Examiner Certificate.

Possession of an ICC Building Official Certificate.

If not in possession of the above three certificates, applicant must have the ability to obtain within one year of employment, the above three certificates, issued by a recognized state, national or international association such as the International Code Council (ICC).

Must pass a pre-employment physical.

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

Creation Date:



MARIPOSA COUNTY

Board of Supervisors



RESOLUTION - ACTION REQUESTED

MEETING: September 12, 2023
TO: The Board of Supervisors
FROM: Dallin Kimble, County Administrative Officer
RE: Approve the Amendments to Building Inspector Job Description

RECOMMENDATION AND JUSTIFICATION

Approve the Amendments to Building Inspector Job Description.

The Building Department has requested that the job description of Building Inspector be amended to allow supervision by the Building Department Director and/ or Senior Plan Checker/ Inspector.

The department has also requested the minimum qualifications be adjusted to allow the Building Inspector to complete two building inspection certificates issued by the ICC, or a combination ICC inspection certificate within one year of hire date. Currently, the minimum requirements for this job require the inspection certificates to be completed prior to applying for the position.

The Building Department is having difficulty recruiting for this position and believe this change will enable them to more easily fill the vacancy.

BACKGROUND AND HISTORY OF BOARD ACTIONS

This job classification was first approved April 2004 (B/S04-171). It has been revised twice, once in February 2006 (B/S Res.06-73) and then again March 2014 (B/S Res. 14-117).

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Not approving this request could impact the Building Department's ability to hire Building Inspectors for the County.

FINANCIAL IMPACT

This will have no impact on the budget as funds were already allocated during FY 2023-2024.

ATTACHMENTS

1. Building Inspector

BUILDING INSPECTOR

DEFINITION

To perform field inspections of residential and commercial building and related structures in all stages of construction, alteration and repair; to enforce the current adopted version of the California Code of Regulation (CCR) Title 24 Parts 1-12 (The Building Code) and related codes and ordinances; to review construction plans for code compliance; and to perform related duties and responsibilities as required.

SUPERVISION RECEIVED AND EXERCISED

~~Receives general supervision from the Building Department Director or direct supervision if preferred requirements are unmet.~~

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~~May receive lead direction from Senior Plan Checker/Inspector.~~

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~~Receives general supervision from the Building Department Director.~~

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EXAMPLES OF ESSENTIAL FUNCTIONS

Performs field inspections of residential, commercial and industrial buildings and other structures under construction, alteration and repair for compliance to building plans, CCR Title 24 and local laws, ordinances and regulations.

Inspects construction framing, foundations, concrete, plastering, fire sprinklers, masonry, tile work, electrical, plumbing, and HVAC installations on new construction and alterations for code compliance purposes.

Conducts field and code enforcement observations to check for hazardous conditions and complaints.

Inspects the quality of materials used in construction projects.

Inspects set-backs from property lines and boundary determinations to ensure compliance with approved plans, codes and ordinances.

Reviews construction and/or alteration plans to determine compliance with building codes and regulations.

May schedule and conduct meetings with contractors, developers, engineers, architects, and property owners for construction planning and inspections at various stages of completion.

Writes and issues correction notices for construction deficiencies, and performs re-inspections to ensure that deficiencies have been corrected.

Provides information to contractors, developers, engineers, architects, and property owners regarding building codes and related ordinances, regulations and requirements.

Monitors changes in building code requirements and new construction techniques.

Conducts and certifies final inspections.

Issues and posts stop work, prohibited occupancy or hazardous condition notices on construction sites and existing structures which fail to meet code.

Investigates complaints of alleged violations of building codes and ordinances.

Maintains inspection logs and documentation, and prepares required reports.

Performs general clerical work as required, including preparing reports and correspondence, copying and filing documents, entering and retrieving computer data, assisting customers at the front desk and over the telephone, etc.

Assists other Building Department staff as needed.

EMPLOYMENT STANDARDS

Knowledge of:

Uniform building, plumbing, electrical and mechanical codes; state housing laws; occupancy, health and safety codes; zoning ordinances.

Principles and techniques of building inspection work.

Principles of structural design and engineering mathematics.

Safety standards, materials and methods used in the construction of commercial, industrial and residential buildings.

Research methods and sources of information related to building code enforcement.

Principles and practices of record-keeping.

Record-keeping and report writing techniques.

Modern office practices and technology, including the use of computers for data and word processing.

English usage, spelling, grammar and punctuation.

Safe work practices.

Ability to:

Learn, understand and interpret local laws, ordinances, requirements and regulations related to building inspection activities and operations.

Read and interpret building plans, blueprints, specifications and building codes.

Apply technical knowledge and follow proper inspection techniques to examine workmanship and materials, and detect deviations from plans, regulations and standard construction practices.

Advise on standard construction methods and requirements for residential, commercial and industrial buildings.

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

Make mathematical calculations rapidly and accurately.

Work independently in the absence of supervision.
Understand and carry out written and oral instructions.

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

Communicate clearly and concisely, both orally and in writing.

Prepare and maintain accurate work records and reports.

Operate a county vehicle safely

TYPICAL WORKING CONDITIONS

Work is performed in an office and field environment. Incumbent drives on surface streets and may be exposed to traffic and construction hazards, fire hazards, electrical currents, air contaminants, adverse weather conditions, temperature and noise extremes, wetness, fumes, dusts, vibration, working at heights.

TYPICAL PHYSICAL REQUIREMENTS

Requires the mobility to work in an office and field environment. Requires the ability to sit at desk for long periods of time and intermittently walk, stand, climb, balance, stoop, kneel, crouch, crawl and reach while performing office duties and/or field work; traverse uneven terrain; lift and/or move objects and materials of up to 50 pounds in weight; perform simple grasping and fine manipulation. Must be able to maintain effective audio-visual discrimination and perception needed for making observations, communicating with others, reading and writing, and operating office and specialized equipment. Must be able to use a telephone to communicate verbally and a keyboard to communicate through written means, to review information and enter/retrieve data, to see and read characters on a computer screen.

MINIMUM QUALIFICATIONS

Experience: EXPERIENCE AND TRAINING

Any combination of training, education, and experience that would provide the required knowledge, skills, and abilities. A typical way to gain the required knowledge, skills, and abilities is:

Possession of a high school diploma or equivalent; ~~four~~ four years of responsible experience in the building and/or construction trades; and the ability to obtain two of the certificates within one year of employment; or, any combination of training and experience that would demonstrate the desired knowledge and abilities of the position.

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Preferred Qualifications: Education:

Possession of at least two building inspection certificates issued by the ICC, or a combination ICC inspection certificate. Possession of a California Contractor's License is highly desirable.
High school diploma or GED equivalent.

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Additional Requirements:

~~Possession of at least two building inspection certificates issued by the ICC, or a combination ICC inspection certificate or the ability to obtain two of the certificates within one year of~~

~~employment. Possession of at least two building inspection certificates issued by the ICC, or a combination ICC inspection certificate.~~

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

~~Possession of a California Contractor's License is highly desirable.~~

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

Creation Date: 04/04 (B/S 04-171)
Revision Date: 02/06(B/S Res. 06-73); 03/14 (B/S Res. 14-117)



MARIPOSA COUNTY

Board of Supervisors



RESOLUTION - ACTION REQUESTED

MEETING: September 12, 2023
TO: The Board of Supervisors
FROM: Dallin Kimble, County Administrative Officer
RE: Approve the Amendment to Sheriff's Security Officer Job Description

RECOMMENDATION AND JUSTIFICATION

Approve the Amendment to Sheriff's Security Officer Job Description.

The Sheriff's Office has requested that the job description of Sheriff's Security Officer be amended to require successful completion of a POST course on PC 832 (arrest and firearms training) or a valid California P.O.S.T Basic Certificate within one year of hire date. Currently, the minimum requirements for this job require PC 832 or P.O.S.T to be completed prior to applying for the position.

The Sheriff's Office is having difficulty recruiting for this position and believe this change will enable them to more easily fill the vacancy.

BACKGROUND AND HISTORY OF BOARD ACTIONS

This job classification was approved December 2016 (B/S Res. 16-662). It was revised July 2018 (B/C Res. 18-366).

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Not approving this request could impact the Sheriff's Office ability to hire Security Officers for the County.

FINANCIAL IMPACT

This will have no impact on the budget as funds were already allocated during FY 2023-2024.

ATTACHMENTS

1. Sheriff's Security Officer 2018

SHERIFF'S SECURITY OFFICER

DEFINITION

To physically secure and protect property owned, operated, or administered by the County; to operate and monitor screening equipment; to assist Superior Court personnel; and perform other related duties as required.

DISTINGUISHING CHARACTERISTICS

The Sheriff's Security Officer position is neither a peace officer nor a public safety officer but a public officer as defined in section 831.4 of the California Penal Code. Incumbents in this class do not engage in active law enforcement duties but are responsible for the security of locations or facilities and assist sworn personnel in guarding County property against fire, theft, vandalism, and trespassing. The Sheriff's Security Officer generally operates at a fixed post but may be assigned to provide related security functions. Incumbents must distinguish between circumstances in which counseling, admonition, and explanation will serve to maintain a peaceful environment or where the intervention of law enforcement personnel is necessary and respond to and/or report situations appropriately. The Sheriff's Security Officer applies knowledge of departmental security techniques, policies and procedures, and exercises independent judgment.

SUPERVISION RECEIVED AND EXERCISED

Supervision is received by a Sheriff's Deputy or other ~~higher-level~~higher-level position.

EXAMPLES OF ESSENTIAL FUNCTIONS

Work from a fixed post or inner/outer perimeters of one or more facilities to detect or prevent individuals from committing violations of law.

Conduct searches of individuals for weapons or contraband, and detain individuals for further investigation or arrest, where circumstances and conditions warrant such action.

Appear in court as a witness.

Direct visitors to the various services provided within a facility; require all visitors to enter through the "search screen" prior to admittance into a facility.

Ensure that only authorized personnel access restricted areas.

Control access to County property by proper authorization and identification.

Utilize fixed and ~~hand-held~~hand-held scanning devices to detect unauthorized weapons.

Monitor alarm systems and electronic surveillance equipment.

Operate miscellaneous equipment and motor vehicles as assigned.

Assist sworn personnel in securing facilities and conducting searches.

Write daily activity and incident reports as required.

Investigate questionable acts or behavior observed or reported in the Court or other facilities.

Assist in building evacuations as directed.

Perform other related duties similar to the above in scope and function as required.

EMPLOYMENT STANDARDS

Knowledge of:

Basic law enforcement principles and techniques.

Operation of communication equipment used in the course of work such as radios and related systems.

Basic factors that influence human behavior.

Security methods and techniques.

Basic report writing methods and practices.

Basic first aid.

Ability to:

Maintain the security of building and grounds.

Understand and execute written and oral instructions.

Communicate effectively in both oral and written forms.

Learn to operate fixed and hand-held scanning devices.

Adopt quick, effective, and reasonable courses of action under adverse and/or emergency conditions.

Interact with people of different social, economic, and ethnic backgrounds.

Meet the physical requirements necessary to perform the duties of the job.

Establish and maintain effective work relationships with those contacted in the performance of required duties

TYPICAL WORKING CONDITIONS

Work is performed indoors and outdoors in all kinds of weather. Work involves intense concentration on activities going on around one's location on a constant basis throughout the entire work shift. Worker may be exposed to individuals who may be hostile and abusive.

TYPICAL PHYSICAL REQUIREMENTS

Requires the ability to stand and walk for extended periods of time; lift and/or move weights up to 55 lbs. from floor level, such as lifting an injured person; run quickly, such as in responding to an emergency situation; use hands to finger, handle or feel objects, tools or controls. Must be able to maintain effective audio, visual discrimination and perception needed for making observations, communicating with others, reading and writing, and operating equipment. Must be able to use a telephone to communicate verbally and a keyboard to communicate through written means, to review information and enter/retrieve data, to see and read characters on a computer screen. Must be able to operate defensive devices, including but not limited to chemical spray and baton.

EXPERIENCE AND TRAINING

Any combination of training, education, and experience that would provide the required knowledge, skills, and abilities. A typical way to gain the required knowledge, skills, and abilities is:

Possession of a high school diploma or equivalent; or any combination of training and experience that would demonstrate the desired knowledge and abilities of the position.

MINIMUM QUALIFICATIONS

Experience:

~~None required.~~

Education:

~~High school graduate or equivalent.~~

Additional Requirements:

Possession of a valid PC 832 (arrest and firearms training) Certificate ~~OR~~ a valid California P.O.S.T Basic Certificate, Police Academy Certificate OR the ability to obtain either within 1 year.

Must be at least 21 years of age at time of appointment.

Ability to pass a background investigation and psychological evaluation prior to appointment.

Possession of a valid California driver's license. Under certain circumstances, the Human Resources Director may accept a valid driver's license from another State if applicant

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acknowledges his/her intent to acquire a California driver's license within three months by signing an ~~acknowledgement~~acknowledgment form.

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

Creation date: 12/16 (B/S Res. 16-662)
Revision date: 07/18 (B/S Res. 18-366)



MARIPOSA COUNTY

Board of Supervisors



RESOLUTION - ACTION REQUESTED

MEETING: September 12, 2023

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Approve Amendments to the Plan Checker/Inspector Job Description to Make it a I/II Flex Class; Set the New Monthly Salary at \$62,291.84-\$75,714.08 for Plan Checker/Inspector I and \$79,240.34- \$96,317.13 for Plan Checker/Inspector II; and Adjust the Minimum Qualifications Required to Allow for a Broader Combination of Experience and Education

RECOMMENDATION AND JUSTIFICATION

Approve Amendments to the Plan Checker/Inspector Job Description to Make it a I/II Flex Class; Set the New Monthly Salary at \$62,291.84-\$75,714.08 for Plan Checker/Inspector I and \$79,240.34- \$96,317.13 for Plan Checker/Inspector II; and Adjust the Minimum Qualifications Required to Allow for a Broader Combination of Experience and Education.

Making this change will allow the Building Department to more easily hire and retain Plan Checkers/ Inspectors by making the salaries and job requirements equivalent to those in the surrounding counties.

BACKGROUND AND HISTORY OF BOARD ACTIONS

This job description was approved by the Board of Supervisors April 2004 (B/S Res. 04-171). It was revised February 2006 (B/S Res. 06-73) and again May 2017 (B/S Res. 17-245)

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Not approving this action as recommended may make it difficult for the Building Department to retain and hire Plan Checker/ Inspectors.

FINANCIAL IMPACT

Due to vacancies, the Building Department has enough funds to pay for the increase in salaries for the Plan Checker/ Inspectors.

ATTACHMENTS

1. Plan Checker Inspector salary ranges (2)
2. Plan Checker -Inspector I-II
3. Public Comments - CA 7

Plan Checker/Inspector I/II Salary Range

	Plan Checker/Inspector I	Plan Checker/Inspector II
Step 1	\$62,291.840	\$79,240.342
Step 2	\$65,406.432	\$83,202.359
Step 3	\$68,676.754	\$87,362.477
Step 4	\$72,110.591	\$91,730.601
Step 5	\$75,716.121	\$96,317.131

Senior Plan Checker/Inspector Salary Range

Step 1	\$90,016.670
Step 2	\$94,517.504
Step 3	\$99,243.379
Step 4	\$104,205.548
Step 5	\$109,415.825

Plan Checker/ Inspector I/II

DEFINITION

To perform field inspections of residential and commercial building and related structures in all stages of construction, alteration, and repair; to enforce the current adopted version of the California Code of Regulation (CCR) Title 24 Parts 1-12 (The Building Code) and related codes and ordinances; to review construction plans for code compliance; and to perform related duties and responsibilities as required.

SUPERVISION RECEIVED AND EXERCISED

Receives general supervision from the Senior Plan Checker/ Inspector.

EXAMPLES OF ESSENTIAL FUNCTIONS

Performs field inspections of residential, commercial, and industrial buildings and other structures under construction, alteration, and repair for compliance to building plans, CCR Title 24 and local laws, ordinances, and regulations.

Inspects construction framing, foundations, concrete, plastering, fire sprinklers, masonry, tile work, electrical, plumbing, and HVAC installations on new construction and alterations for code compliance purposes.

Conducts field and code enforcement observations to check for hazardous conditions and complaints.

Inspects the quality of materials used in construction projects.

Inspects setbacks from property lines and boundary determinations to ensure compliance with approved plans, codes, and ordinances.

Reviews construction and/or alteration plans to determine compliance with building codes and regulations.

May schedule and conduct meetings with contractors, developers, engineers, architects, and property owners for construction planning and inspections at various stages of completion.

Writes and issues correction notices for construction deficiencies and performs re-inspections to ensure that deficiencies have been corrected.

Provides information to contractors, developers, engineers, architects, and property owners regarding building codes and related ordinances, regulations, and requirements.

Monitors changes in building code requirements and new construction techniques.

County of Mariposa

Conducts and certifies final inspections.

Issues and posts stop work, prohibited occupancy or hazardous condition notices on construction sites and existing structures which fail to meet code.

Investigates complaints of alleged violations of building codes and ordinances.

Maintains inspection logs and documentation and prepares required reports.

Performs general clerical work as required, including preparing reports and correspondence, copying and filing documents, entering and retrieving computer data, assisting customers at the front desk and over the telephone, etc.

Assists other Building Department staff as needed.

EXPERIENCE AND TRAINING MINIMUM QUALIFICATIONS:

Any combination of training, education, and experience that would provide the required knowledge, skills, and abilities. A typical way to gain the required knowledge, skills, and abilities is:

Plan Checker/Inspector-I:

Possession of a high school diploma or equivalent, four years of responsible experience in the building and/or construction trades, and the ability to obtain an inspection certificate issued by the ICC Within one year of employment, or any combination of training and experience that would demonstrate the desired knowledge and abilities of the position.

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Plan Checker/Inspector-II: In addition to the above, the ability to obtain two certificates within one year of employment or any combination of training and experience that would demonstrate the desired knowledge and abilities of the position.

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Preferred Qualifications:

Plan Checker/Inspector-I: ~~of a~~At least one building inspection certificate issued by the ICC, or a combination ICC inspection certificate or ~~the ability to obtain one of the certificates within one year of employment.~~

Possession of Plans Examiner certificate issued by the ICC.

Plan Checker/Inspector-II: In addition to the preferred qualifications for Plan Checker/Inspector-I, possession of at least two building inspection certificates issued by the ICC, or a combination ICC inspection certificates.

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Plan Checker/Inspector II

Possession of at least two building inspection certificates issued by the ICC, or a combination ICC inspection certificates or ~~the ability to obtain certificates within one year of employment.~~

~~Possession of Plans Examiner certificate issued by the ICC.~~

EXPERIENCE:

~~Four years of responsible experience in the building and/or construction trades.~~

EDUCATION:

~~High school diploma or GED equivalent.~~

ADDITIONAL REQUIREMENTS:

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

Possession of a California Contractor's License is highly desirable.

EMPLOYMENT STANDARDS

KNOWLEDGE OF:

Uniform building, plumbing, electrical and mechanical codes; state housing laws; occupancy, health, and safety codes; zoning ordinances.

Principles and techniques of building inspection work.

Principles of structural design and engineering mathematics.

Safety standards, materials and methods used in the construction of commercial, industrial and residential buildings.

Research methods and sources of information related to building code enforcement.

Principles and practices of record-keeping.

Record-keeping and report writing techniques.

Modern office practices and technology, including the use of computers for data and word processing.

English usage, spelling, grammar and punctuation.

Safe work practices.

ABILITY TO:

Learn, understand, and interpret local laws, ordinances, requirements, and regulations related to

County of Mariposa

building inspection activities and operations.

Read and interpret building plans, blueprints, specifications and building codes.

Apply technical knowledge and follow proper inspection techniques to examine workmanship and materials, and detect deviations from plans, regulations, and standard construction practices.

Advise on standard construction methods and requirements for residential, commercial, and industrial buildings.

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

Make mathematical calculations rapidly and accurately.

Work independently in the absence of supervision.

Understand and carry out written and oral instructions.

Establish and maintain cooperative working relationships with those contacted while at work.

Communicate clearly and concisely, both orally and in writing.

Prepare and maintain accurate work records and reports.

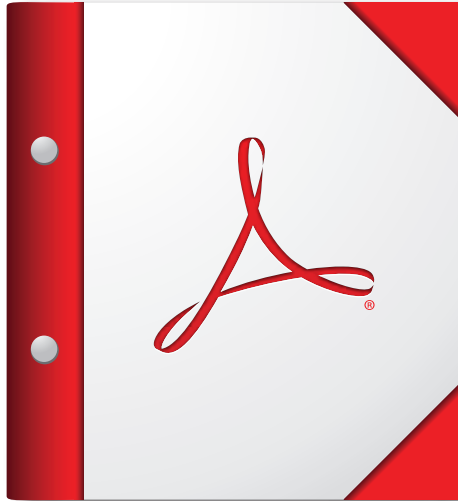
Operate a county vehicle safely.

TYPICAL WORKING CONDITIONS

Work is performed in an office and field environment. Incumbent drives on surface streets and may be exposed to traffic and construction hazards, fire hazards, electrical currents, air contaminants, adverse weather conditions, temperature and noise extremes, wetness, fumes, dusts, vibration, working at heights.

TYPICAL PHYSICAL REQUIREMENTS

Requires the mobility to work in an office and field environment. Requires the ability to sit at desk for long periods of time and intermittently walk, stand, climb, balance, stoop, kneel, crouch, crawl and reach while performing office duties and/or field work; traverse uneven terrain; lift and/or move objects and materials of up to 50 pounds in weight; perform simple grasping and fine manipulation. Must be able to maintain effective audio-visual discrimination and perception needed for making observations, communicating with others, reading, and writing, and operating office and specialized equipment. Must be able to use a telephone to communicate verbally and a keyboard to communicate through written means, to review information and enter/retrieve data, to see and read characters on a computer screen.



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MARIPOSA COUNTY

Board of Supervisors



RESOLUTION - ACTION REQUESTED 2023-471

MEETING: September 12, 2023
TO: The Board of Supervisors
FROM: Dallin Kimble, County Administrative Officer
RE: Approve Budget Action Recognizing Funding in FY2024 for Fire Equipment (\$230,000)
(4/5's Vote Required)

RECOMMENDATION AND JUSTIFICATION

Approve Budget Action Recognizing Funding in FY2024 for Fire Equipment (\$230,000) (4/5's Vote Required).

County Fire staff already recognized the receipt of grant funding for fire equipment last Fiscal Year 2023. The equipment orders have been delayed and so the expenses will be incurred in FY24. The revenue is received on a reimbursement basis and therefore must also be recognized in FY24.

There is no impact to the general fund as these expenditures are covered by the funds awarded in the grant.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board approved Resolution 2022-531 on September 20, 2022 to approve agreement AGG21145 with CALFIRE in reference to acceptance of a CCI grant to purchase attachments and maintenance for fuel reduction equipment.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

The county would not be able to purchase fire equipment and receive the grant funding to cover the costs.

FINANCIAL IMPACT

There is no financial impact as the revenue will cover the expenses.

ATTACHMENTS

1. 228 Fire Grant update fy 23_24 - Budget action form
2. Resolution CCI grant 2022_531



MARIPOSA COUNTY

Board of Supervisors



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TO: The Board of Supervisors
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ATTACHMENTS

1. 228 Fire Grant update fy 23_24 - Budget action form
2. Resolution CCI grant 2022_531

VOTE RESULT

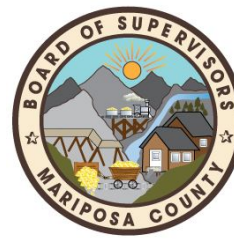
RESULT: Adopted (UNANIMOUS)
MOVER: District IV Supervisor Wayne Forsythe
SECONDER: District I Supervisor Rosemarie Smallcombe
AYES: District II Supervisor Poe, District I Supervisor Smallcombe, District IV Supervisor

Forsythe, District V Supervisor Menetrey, District III Supervisor Toso



MARIPOSA COUNTY

Fire • 209-966-4330



MEETING: September 20, 2022

TO: The Board of Supervisors

FROM: Mike Van Loben Sels, Acting Fire Chief

RE: Mariposa County Fuel Reduction Equipment Purchase Grant

RECOMMENDATION AND JUSTIFICATION:

Approve Agreement 5GG21145 with Cal Fire in an Amount Not to Exceed \$230,141.68 for the Purchase of Attachments and Maintenance for Fuel Reduction Equipment; Approve Budget Action Increasing Revenue and Expense Recognizing Unanticipated Revenue (\$230,141); and Authorize the Board of Supervisors Chair to Sign Any Agreements or Documents Pertaining to This Grant (Subject to Approval as to Legal Form by County Counsel).

Our previous resolution was for up to \$80,000.00. After approval to apply for this grant an opportunity to add a Truck and Trailer to move equipment around was realized.

Project tracking number 21-FP-MMU-0076.

CAL FIRE in cooperation with Mariposa County Fire will be supplying masticating heads. This grant will allow Mariposa County Fire to purchase masticating heads to have complete sets of attachments that will be County owned. This will allow for options and versatility in situations of mechanical break downs, needed services or CAL FIRE attachments not available.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

12/07/2021 Board accepted approved CCI grant for the purchase of a Caterpillar 299D3 Compact Track Loader tractor and a Model 309 Mini Excavator under resolution 2021-649. The purchase of the attachments will be utilized for this equipment.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Will not submit grant. Will rely on CAL FIRE masticating attachments. May need to look for alternative purchase options to have county owned masticating attachments.

FINANCIAL IMPACT:

There is a 5% match if approved

ATTACHMENTS:

5GG21145 Agreement CCI 2022 (PDF)

Resolution - Action Requested 2022-531

Budget Items (PDF)

13355 - budget action (PDF)

RESULT: ADOPTED AS AMENDED BY CONSENT VOTE [UNANIMOUS]

MOVER: Wayne Forsythe, District IV Supervisor

SECONDER: Marshall Long, District III Supervisor

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



MARIPOSA COUNTY

Board of Supervisors



RESOLUTION - ACTION REQUESTED 2023-472

MEETING: September 12, 2023

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Approve Budget Action Correcting the FY24 Budget Account Codes for the Sheriff's Headquarters Fund 5577 and the LATCF Relief Fund 3626, the Roads Fund 3300, and the Fleet Fund 7700 (4/5's Vote Required)

RECOMMENDATION AND JUSTIFICATION

Approve Budget Action Correcting the FY24 Budget Account Codes for the Sheriff's Headquarters Fund 5577 and the LATCF Relief Fund 3626, the Roads Fund 3300, and the Fleet Fund 7700 (4/5's Vote Required).

In a meeting with the Public Works team we discovered that two changes needed to be made to the account codes in their budget. Because they are working on projects which will be paid from these funds, we are asking the Board to approve the budget adjustments now.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board is asked to review and approve budget adjustments often as new information is available.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve and spending in the correct accounts will not be possible.

FINANCIAL IMPACT

There is no impact on the general fund.

ATTACHMENTS

1. Engineering and Roads Budget Corrections



MARIPOSA COUNTY

Board of Supervisors



RESOLUTION - ACTION REQUESTED 2023-472

MEETING: September 12, 2023
TO: The Board of Supervisors
FROM: Dallin Kimble, County Administrative Officer
RE: Approve Budget Action Correcting the FY24 Budget Account Codes for the Sheriff's Headquarters Fund 5577 and the LATCF Relief Fund 3626, the Roads Fund 3300, and the Fleet Fund 7700 (4/5's Vote Required)

RECOMMENDATION AND JUSTIFICATION

Approve Budget Action Correcting the FY24 Budget Account Codes for the Sheriff's Headquarters Fund 5577 and the LATCF Relief Fund 3626, the Roads Fund 3300, and the Fleet Fund 7700 (4/5's Vote Required).

In a meeting with the Public Works team we discovered that two changes needed to be made to the account codes in their budget. Because they are working on projects which will be paid from these funds, we are asking the Board to approve the budget adjustments now.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board is asked to review and approve budget adjustments often as new information is available.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve and spending in the correct accounts will not be possible.

FINANCIAL IMPACT

There is no impact on the general fund.

ATTACHMENTS

1. Engineering and Roads Budget Corrections

VOTE RESULT

RESULT: Adopted (UNANIMOUS)

MOVER: District IV Supervisor Wayne Forsythe

SECONDER: District I Supervisor Rosemarie Smallcombe

AYES: District II Supervisor Poe, District I Supervisor Smallcombe, District IV Supervisor Forsythe, District V Supervisor Menetrey, District III Supervisor Toso

BUDGET ACTION FORM

FUND	DEP/DIV	ACCOUNT	DESCRIPTION	PROJECT	INCREASE	DECREASE
5577	350	60302	Design, Architectural, and Engineering			1,500,000
5577	350	70111	Community and Office Buildings		1,500,000	
3626	102	80111	Transfer Out - General			2,070,000
3626	102	60301	General Professional Services		2,000,000	
3626	102	70411	Staff Vehicles		70,000	
3300	300	49101	Transfer In - General			(2,000,000)
3300	300	60201	Miscellaneous Expense			1,766,613
3300	300	60301	General Professional Services			233,387
7703	170	49101	Transfer In - General			(70,000)
7703	170	70411	Staff Vehicles			70,000
				TOTALS	3,570,000	3,570,000

TRANSFER BETWEEN FUNDS					DEBIT	CREDIT
TOTALS					0	0

ACTION REQUESTED: (Check all that apply)

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

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

FISCAL YEAR

DEPARTMENT HEAD SIGNATURE

DATE

AUDITOR SIGNATURE

DATE

COUNTY ADMINISTRATIVE OFFICER SIGNATURE

DATE

APPROVED BY RES NO.

CLERK

DATE

DEPARTMENT

AUDITOR'S USE ONLY
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MARIPOSA COUNTY

Board of Supervisors



RESOLUTION - ACTION REQUESTED 2023-473

MEETING: September 12, 2023

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Approve Budget Action Transferring Funds within the Administration/Economic Development Budget for the Countywide Market Study and Correcting the FY24 Budget to Reflect Revenues Received in FY23 and an Increase in the Cost of the Market Study (\$17,460) (4/5's Vote Required)

RECOMMENDATION AND JUSTIFICATION

Approve Budget Action Transferring Funds within the Administration/Economic Development Budget for the Countywide Market Study and Correcting the FY24 Budget to Reflect Revenues Received in FY23 and an Increase in the Cost of the Market Study (\$17,460) (4/5's Vote Required).

This budget action recognizes both grant funds and County match dollars for the Countywide Market Study recently completed by Economic & Planning Systems, Inc. (EPS). The total dollar amount includes a modification to the scope of the project to include a presentation to the Board on July 18, 2023. County match dollars are proposed to come from General Administration (GA) allocations from previous grant awards. Staff recommends approval of this action to allow for payment to be issued to EPS.

BACKGROUND AND HISTORY OF BOARD ACTIONS

Budget actions transferring funds between budgets require Board approval. The Board has routinely approved these types of budget actions in the past.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve the budget action. The contractor may not get paid, which may lead to further issues and liability.

FINANCIAL IMPACT

\$17,460 will be transferred from a General Funds account holding funding from General Administration (GA) grant funding.

ATTACHMENTS

1. 3602 Resort Hotel Study BA 7.25.23
2. Complete_with_DocuSign_ADMIN_-_Amended__Econ



MARIPOSA COUNTY

Board of Supervisors



RESOLUTION - ACTION REQUESTED 2023-473

MEETING: September 12, 2023
TO: The Board of Supervisors
FROM: Dallin Kimble, County Administrative Officer
RE: Approve Budget Action Transferring Funds within the Administration/Economic Development Budget for the Countywide Market Study and Correcting the FY24 Budget to Reflect Revenues Received in FY23 and an Increase in the Cost of the Market Study (\$17,460) (4/5's Vote Required)

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Budget actions transferring funds between budgets require Board approval. The Board has routinely approved these types of budget actions in the past.

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Do not approve the budget action. The contractor may not get paid, which may lead to further issues and liability.

FINANCIAL IMPACT

\$17,460 will be transferred from a General Funds account holding funding from General Administration (GA) grant funding.

ATTACHMENTS

1. 3602 Resort Hotel Study BA 7.25.23
2. Complete_with_DocuSign_ADMIN_-_Amended__Econ

VOTE RESULT

RESULT: Adopted (UNANIMOUS)

MOVER: District IV Supervisor Wayne Forsythe

SECONDER: District I Supervisor Rosemarie Smallcombe

AYES: District II Supervisor Poe, District I Supervisor Smallcombe, District IV Supervisor Forsythe, District V Supervisor Menetrey, District III Supervisor Toso

BUDGET ACTION FORM

FUND	DEP/DIV	ACCOUNT	DESCRIPTION	PROJECT	INCREASE	DECREASE
3602	143	46052	Federal Revenue			(48,620)
3602	143	49101	Transfer In		(17,460)	
3602	143	60301	General Professional Services			15,836
3602	143	49999	Beginning Fund Balance		(15,324)	
1001	143	51111	Salaries and Wages			17,460
1001	143	80111	Transfer Out		17,460	
				TOTALS	(15,324)	(15,324)

TRANSFER BETWEEN FUNDS					DEBIT	CREDIT
1001	143	81111	Transfer Out		17,460	
3602	143	49101	Transfer In			17,460
				TOTALS	17,460	17,460

ACTION REQUESTED: (Check all that apply)

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

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

FISCAL YEAR

DEPARTMENT HEAD SIGNATURE

DATE

AUDITOR SIGNATURE

DATE

COUNTY ADMINISTRATIVE OFFICER SIGNATURE

DATE

APPROVED BY RES NO.

CLERK

DATE

DEPARTMENT

AUDITOR'S USE ONLY
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AGREEMENT ROUTING SHEET

To: Danielle Bondshu or Tracy Gauthier Dept.: Clerk of the Board Date: 07/05/2023
 From: Tara Schiff Agreement with: Economic & Planning Systems, Inc.

Section 1: TYPE OF PROCESSING REQUESTED: (Complete all Section 1. fields.)

- 1) Is this a digital signature request? Yes ☐ No ☐ (If No, please provide two original copies signed by vendor.)
- 2) Is this the standard County Agreement Form? Yes ☒ No ☐ If No, please answer the following question:
 a. Has this non-standard agreement been vetted by County Counsel? Yes ☒ No ☐
 (If Yes, provide approval to COB via email. If No, see instructions below. Non-standard agreements will NOT be processed without County Counsel's approval.)

Section 2: VENDOR AND AGREEMENT TYPE (Complete all Section 2. fields.)

Vendor Signator & Title: Amy R. Lapin, Principal Vendor Email: alapin@epssac.com
 (Name of person signing the agreement, and their title) (Email of signee)

For: Countywide Retail Demand Marketing Study Term: July 5, 2023-Sept. 1, 2023
 (Provide a brief description of the service provided or product purchased, i.e. "Police service dog training", "Annual Senior Health Fair", etc.) (Enter beginning "to" end. Must be 1 year or less for DH or CAO agreements.)

Is this an Amendment to an Agreement? Yes ☒ No ☐
 (If Yes, attach copies of all prior amendments, AS WELL as the initial agreement.)

Section 3: PURCHASING AUTHORIZATION (Complete the appropriate Section 3. field.)

- ☐ **BOARD ACTION** M/Traq ID # or Res No.: _____ Scheduled Date: _____
- ☐ **PURCHASING CODE** (CAO or Department Heads - County Code Chapter 3.08):
- ☐ \$ _____ **DEPARTMENT HEADS, Under \$10,000** (MCC Section 3.08.050):
 Assistant Purchasing Agents (Department Heads) are authorized to obtain services, supplies and equipment; (Amount limited to what is budgeted and must be a one year, or less, contract term.)
 (May not purchase or lease real property or storage space without the Purchasing Agent's approval.)
- ☒ \$ 48,620 **CAO as Purchasing Agent, Under \$50,000** (MCC Section 3.08.090):
 (Amount limited to what is budgeted and must be a one year, or less, contract term.)
- ☐ **INDEMNIFICATION AGREEMENTS** (Res. 05-117 and 04-346) \$ _____
- ☐ **INTERDEPARTMENTAL AGREEMENTS & MOUS** _____

DIGITAL SIGNATURE INSTRUCTIONS**A. DH/CAO Approvals:**

- If using the **UNCHANGED** County agreement template, proceed with routing to Clerk of the Board.
- If using vendor supplied agreements, or **MODIFIED** County Agreement template:
 - 1) Email to County Counsel's Office for vetting first (without routing slip.)
 - 2) After approval by County Counsel, submit to Clerk of the Board's Office WITH email or other verification of County Counsel's approval, and a completed routing sheet.

B. BOARD Items:

- Email a digital version of the agreement (indicating the pages needing to be signed) and this routing sheet to the Clerk of the Board's Office.

ROUTING

- **HARD COPIES:** Route agreements and routing sheet via interoffice mail to Tracy or Danielle in the COB Department.
- **DIGITAL COPIES:** Combine agreement and new routing slip into one PDF document and email to Danielle (dwardle@mariposacounty.org) and Tracy (tgauthier@mariposacounty.org) in the COB's Office for procurement of signatures.

DS
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FIRST AMENDMENT TO AGREEMENT FOR COUNTYWIDE RETAIL DEMAND MARKET STUDY

THIS FIRST AMENDMENT TO AGREEMENT FOR COUNTYWIDE RETAIL DEMAND MARKET STUDY, is made and entered into this 5th day of July 2023, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as “County,” and Economic & Planning Systems, Inc., hereinafter referred to as “Contractor.”

WHEREAS, County and Contractor have heretofore entered into an Agreement dated October 17, 2023, wherein Contractor agreed to provide research and data analysis services; and

WHEREAS, County and Contractor desire to amend said Agreement to extend the term of the Agreement; and

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

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

Paragraph 1, “TERM,” is hereby amended to extend the term of the Agreement to September 1, 2023.

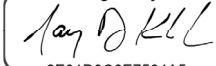
Paragraph 3, “COMPENSATION,” is hereby amended to provide that an additional \$8,840 will be added to the original amount of \$48,620, making the total compensation paid to Contractor the not to exceed amount of \$57,460.

Except as herein amended, the Agreement dated October 17, 2023 shall remain in full force and effect.

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

COUNTY OF MARIPOSA

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Jay D. Kimble

Administrative Officer

CONTRACTOR

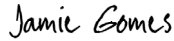
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Amy R. Lapin, Principal, EPS

DocuSigned by:



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Jamie Gomes, Managing Principal,
EPS

APPROVED AS TO LEGAL FORM:

DocuSigned by:



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Steven W. Dahlem

County Counsel

AGREEMENT FOR COUNTYWIDE RETAIL DEMAND MARKET STUDY

THIS AGREEMENT (“Agreement”) is made and entered into this 17th day of October, 2022, by and between the County of Mariposa, a political subdivision of the State of California, (“County”), and Economic & Planning Systems, Inc. (EPS) (“Contractor”), pursuant to the following terms and conditions.

W I T N E S S E T H:

1. TERM

The term of this Agreement shall commence on the date first hereinabove written and shall continue until all authorized work is approved by County or July 5, 2023, whichever is earlier.

2. SERVICES

Contractor shall perform a retail demand marketing study as described in Exhibit A, “Scope of Work,” which is attached hereto and incorporated herein by reference. Contractor shall provide all staffing and materials necessary to perform the Scope of Work.

3. COMPENSATION

Contractor shall be compensated for services performed in an amount not to exceed \$48,620 as set forth in Exhibit B, “Cost Proposal,” which is attached hereto and incorporated herein by reference. County shall pay Contractor within thirty (30) days of receipt of an approved invoice. In the event payments equal the “not to exceed” amount, Contractor shall complete all services required under this Agreement without further compensation or cost reimbursement.

4. INSURANCE

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

A. MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

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

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

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

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

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

B. OTHER INSURANCE PROVISIONS

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

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

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

(3) Notice of Cancellation: Each insurance policy required above shall not be canceled, except with at least thirty (30) calendar days' notice to County.

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

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

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

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

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

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

5. HOLD HARMLESS/INDEMNIFICATION

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

6. INDEPENDENT CONTRACTOR

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

7. PUBLIC EMPLOYEES RETIREMENT SYSTEM (CALPERS)

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

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

8. STATE AND FEDERAL TAXES

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

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

9. AUDITS AND INSPECTIONS

Contractor shall at any time during business hours, and as often as County may deem necessary, make available to County for examination all of its records and data with respect to the matters covered by this Agreement. Contractor shall, upon the request of County, permit County to audit and inspect all of such records and data necessary to ensure Contractor's compliance with the terms of this Agreement. If compensation to be paid by County under this Agreement exceeds Ten Thousand Dollars (\$10,000), Contractor shall be subject to the examination and audit of the California State Auditor, as provided in Government Code section 8546.7, for a period of three (3) years after final payment under this Agreement. This section survives the termination of this Agreement.

10. ASSIGNMENT

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

11. NOTICE

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

CONTRACTOR:

Economic & Planning Systems, Inc. (EPS)
455 Capitol Mall, Ste 701
Sacramento, CA 95814

COUNTY:

County of Mariposa
P.O. Box 784
Mariposa, CA 95338

12. COMPLIANCE

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

13. PUBLIC RECORDS ACT

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

14. ENTIRE AGREEMENT AND MODIFICATION

This Agreement contains the entire agreement of the parties relating to the subject matter of this Agreement and supersedes all prior agreements and representations with respect to the subject matter hereof. This Agreement may only be modified by a written amendment hereto, executed by both parties. If there are exhibits attached hereto, and a conflict exists between the terms of this Agreement and any exhibit, the terms of this Agreement shall control.

15. ENFORCEABILITY AND SEVERABILITY

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

16. TERMINATION AND RIGHTS UPON TERMINATION

A. This Agreement may be terminated upon mutual written consent of the parties, or as a remedy available at law or in equity. In the event of the termination of this Agreement, Contractor shall be entitled to compensation for services performed acceptably up to the effective date of termination as set forth in Exhibit B.

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

C. Should Contractor default in the performance of this Agreement or materially breach any of its provisions, County, at its option, may terminate this Agreement by giving written notification to Contractor. The termination date shall be the effective date of the notice. For the purposes of this subsection, default or material breach of this Agreement shall include,

but not be limited to, any of the following: failure to perform required services in a timely manner, willful destruction of County property, dishonesty, or theft.

17. NO WAIVER

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

18. DISPUTES

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

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

19. CAPTIONS

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

20. NUMBER AND GENDER

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

21. MANDATORY AND PERMISSIVE

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

22. SUCCESSORS AND ASSIGNS

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

23. COUNTERPARTS/ELECTRONIC, FACSIMILE, AND PDF SIGNATURES

This agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA"), Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of

the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA, as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code. Facsimile signatures or signatures transmitted via pdf document shall be treated as originals for all purposes.

24. OTHER DOCUMENTS

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

25. CONTROLLING LAW

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

26. AUTHORITY

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

27. NEGOTIATED AGREEMENT

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

28. NO RELIANCE ON REPRESENTATIONS

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

29. WARRANTY

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

30. FUNDING AVAILABILITY

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

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

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

COUNTY OF MARIPOSA

802AEEA5E09
Jay D Kimble
ZorroSign

J. Dallin Kimble, County Administrative Officer
County of Mariposa

CONTRACTOR

802AEEA5E13
Amy R. Lapin
ZorroSign

Amy R. Lapin, Principal
EPS

802AEEA5E1D
Jamie Gomes
ZorroSign

Jamie Gomes, Managing Principal
EPS

APPROVED AS TO FORM:

802AEEA5DFF
Steven W. Dahlem
ZorroSign

Steven W. Dahlem
County Counsel

Exhibit A SCOPE OF WORK

Task 1: Prepare Nonresidential Market Study

Subtask 1.1: Initiate Project and Provide Project Management

EPS will participate in a kick-off meeting with County staff to discuss and refine the overall Project goals, scope of work, schedule, contacts, and communication protocols. As part of project initiation, EPS will collect existing County land use and pipeline data. EPS will request sales tax data (by retail category over the last 10 years) from the County and any other data that might provide insight into retail-sector trends, acknowledging the fact that the County does not maintain business license data. To the extent data are not readily available online, EPS will work with the County and other agencies, as necessary, to collect data on existing conditions.

This subtask includes coordination between EPS Team members and County staff to ensure all parties remain on the same page throughout the project and tasks are completed on schedule. The EPS Team recommends regular videoconference or telephone meetings for the duration of the study to keep County staff apprised of project status, including conveying and requesting information and presenting interim findings. This scope of work is based on EPS's assumed attendance at up to 5 check-in meetings (excluding the project kick-off meeting). Following the project kick-off, EPS will attempt an in-person visit to Mariposa County in coordination with the other Mariposa County project to which EPS is engaged.

Meetings: One virtual kick-off meeting with County staff; up to 5 virtual project status meetings, including a review of the draft report.

Deliverable(s): None.

Timeframe: Week 1 and ongoing, see the Proposed Schedule later in this chapter.

Subtask 1.2: Prepare Existing Socioeconomic Conditions Analysis

EPS will build on available information regarding major socioeconomic trends occurring in the County, focusing on both pre-COVID-19 Pandemic conditions and the effect of the Pandemic on existing conditions, to the extent data is available. EPS will focus on key demographic and socioeconomic data such as population, household, household incomes, housing tenure and cost burdens, employment by sector, commute patterns, visitor characteristics and trends, and other pertinent data that help to characterize baseline socioeconomic conditions and trends as they relate to the County's economy. EPS will compile data on resident psychographics present in the County to evaluate and characterize the existing populations to help project purchasing patterns and determine the County's key economic drivers.

This analysis will rely on readily available secondary data sources such as the U.S. Census American Community Survey and OnTheMap, the State of California Department of Finance, subscription-based data sources (e.g., Environmental Systems Research Institute [ESRI]), the National Park Service (NPS), and Dean Runyan Associates, as well as the Yosemite Mariposa County Tourism Bureau (YMCTB) and the Mariposa County Chamber of Commerce. Please note that some data sources, including the U.S. Census American Community Survey, may have limited data on post-Pandemic conditions in the County.

Deliverable(s): The deliverable for this subtask will be a chapter in the Draft Nonresidential Market Study report on the existing conditions to evaluate the current socioeconomic state of the County.

Timeframe: 6 to 8 weeks, see the Proposed Schedule later in this chapter.

Subtask 1.3: Conduct Existing Nonresidential Market Conditions Analysis

Subtask 1.3.A: Assemble Market Performance Indicators for Nonresidential Sectors
 EPS will assemble key real estate market dynamics identifying characteristics of the commercial retail and office and industrial sectors to provide an understanding of existing market conditions and the relative level of demand for development in the County, including trends occurring in the County for pre-COVID-19 Pandemic conditions and the effect of the Pandemic on existing conditions, to the extent data is available. EPS will summarize nonresidential trends, including existing inventory, vacancy rates, annual net absorption, and average lease rates.

This analysis will rely on readily available data from public sources (e.g., US Census; California Department of Finance), subscription-based data sources (e.g., CoStar ESRI), and available real estate brokerage reports.

Subtask 1.3.B: Prepare a Categorized Inventory of County Businesses

To help define the current state of the County economy, EPS will develop an inventory matrix of existing businesses in the County (excluding lodging accommodations) by the North American Industry Classification System (NAICS) code to determine the proportional distribution of businesses. For example, Food Services and Drinking Places are included in NAICS Code 72: Accommodation and Food Services, within subgroup 7225 Restaurants and Other Eating Places. The matrix will serve as an asset map of the County's businesses.

This analysis will rely on readily available data from the Mariposa Chamber of Commerce and the U.S. Census County Business Patterns, as well as secondary data sources such as subscription-based data sources (e.g., IMPLAN).

Subtask 1.3.C: Purchase Third-Party Data to Develop Business Asset Map

EPS will purchase data from a third-party source such as Claritas, Inc., or InfoUSA to obtain a current and thorough list of current establishments by subcategory. This data will be used to inform the Categorized Inventory of County Retail Businesses in

Subtask 1.3.D: Examine Major Economic Drivers and Business Trends

EPS will analyze business and economic data from **Subtask 1.3.A** and review the Economic Vitality Strategy from May 2017 to update and elucidate the County's long term economic prospects and their relation to land use. Among other things, the analysis will consider opportunities for economic diversification and creating and sustaining desirable employment prospects for local residents. To better understand these opportunities, EPS will use data sources such as the U.S. Census Bureau and the U.S. Bureau of Labor Statistics to evaluate key themes like workforce composition (in relation to the County's employment composition), commute and tourism patterns, educational attainment (in relation to the County's targeted industry sectors), and trends related to broader changes in socioeconomic and employment characteristics.

Deliverable(s): The deliverable for this subtask will be a chapter in the Draft Nonresidential Market Study report to evaluate existing and projected socioeconomic and industry characteristics in the County to inform the County's economic development efforts.

Timeframe: 10 to 12 weeks, see the Proposed Schedule later in this chapter.

Subtask 1.4: Conduct a Retail Demand Analysis

The purpose of the retail demand analysis will be to evaluate the extent to which market demand exists for retail land uses over an agreed-on period (e.g., 10 years) for a defined market area.

Subtask 1.4.A.: Define Retail Market Area

A retail market area represents the area surrounding proposed retail uses in which the majority of customer patronage is expected to be drawn. A retail market area is influenced by a variety of factors, including the location and density of the targeted residential population, the location of key competitors, the relative distance or travel time for each of the above, geographic and psychological barriers, and existing commute and shopping patterns. The boundaries of a market area may be defined based on an

evaluation of existing population density, drive times, existing retail centers, and physical and perceived barriers including major highways and topography.

Subtask 1.4.B: Complete a Retail Leakage Analysis

An initial step in evaluating potential retail demand in the market area is the preparation of a retail leakage analysis, which examines existing supply and demand conditions. The purpose of the leakage analysis is to evaluate the extent to which retail outlets in the market area attract or leak retail spending generated by market area households. Retail surplus or leakage represents a comparison between supply and demand. Retail leakage exists when households' demand for retail goods is not met by retail outlets in the defined market area and sales occur outside the market area (demand exceeds supply). Conversely, retail surpluses exist when retail outlets in the market area capture local spending plus attract spending from households outside the market area (supply exceeds demand). Generally, retail categories that experience surpluses signal particular strengths of the retail market, while retail categories that experience leakage represent opportunities for future retail outlets to meet this gap in demand.

Subtask 1.4.C: Prepare Projected Future Retail Demand

EPS will estimate newly created demand for future retail based on the following components of growth: incremental new households; incremental new employees, and incremental new nonresident tourists. EPS will work with County staff, and other stakeholders, as appropriate, to identify projected growth in residential and nonresidential land uses and associated populations in the County. EPS will also review available data on historical and projected annual non-resident tourist visitation estimates to the County. EPS will estimate the spending potential from incremental growth in the County from these sources of demand, in addition to the estimated potential to capture identified retail leakage and translate this into projected supportable retail space by retail category. In addition, EPS will account for any planned pipeline retail projects, as provided by the County.

Subtask 1.4.D: Conduct Stakeholder Interviews

EPS will hold interviews with local stakeholders such as the County economic development department, the County Chamber of Commerce & Visitor Center, and local retail brokers to validate quantitative retail demand findings and inform economic development strategy recommendations, as described in

Subtask 1.5.

Deliverable(s): The deliverable for this subtask will be a chapter in the Draft Nonresidential Market Study report to assess potential retail demand for the County.

Subtask 1.5: Provide Recommended Economic Development Strategies to Bolster Targeted County Industry Sectors

Based on the initial socioeconomic and market performance indicator data in **Subtask 1.1** through **Subtask 1.4**, EPS will identify potential industry gaps that should be addressed as part of the recommended strategies. This work will include examining the County's Economic Vitality Strategy industry clusters and identifying any missing opportunities in the County. Based on the quantitative retail demand analysis and qualitative input from stakeholder interviews conducted in **Subtask 1.4.D**, EPS will develop a targeted set of economic development strategies that focus on recruiting and attracting new businesses and retaining existing retail businesses.

Deliverable(s): The deliverable for this subtask will be a chapter in the Draft Nonresidential Market Study report identifying the gaps in the retail market and targeted economic development strategies.

Timeframe: 5 weeks, see the Proposed Schedule later in this chapter.

Subtask 1.6: Prepare Draft and Final Report

EPS will synthesize the above work in an Initial Draft Report for County staff review and comment. Following receipt of one set of consolidated and nonconflicting comments, EPS will address any needed revisions and will produce a Final Report.

EPS can be available to present the retail market demand analysis findings and recommended economic development strategies to the County Board of Supervisors (BOS). If EPS's attendance is requested to present details regarding this study, please note this meeting is not included in the budget estimate and would be billed on a time-and-materials basis.

Deliverables: Initial Draft Nonresidential Market Study, combining the above chapters for County review and comment. The Final Nonresidential Market Study will incorporate any comments from County staff and other stakeholders.

Timeframe: 4 to 6 weeks, see the Proposed Schedule later in this chapter.

Exhibit B
COST PROPOSAL

Prepare Retail Demand Market Study

Subtask 1.1: Initiate Project and Provide Project Management 12 hours - \$2,660
Subtask 1.2: Prepare Existing Socioeconomic Conditions Analysis 30 hours - \$6,490
Subtask 1.3: Conduct Existing Nonresidential Market Conditions Analysis
Subtask 1.3.A: Assemble Market Performance Indicators for Nonresidential Sectors 12 hours - \$2,660
Subtask 1.3.B: Prepare a categorized inventory of County businesses 24 hours - \$5,000
Subtask 1.3.C: Purchase 3rd Party Data to Develop Business Assess Map - \$500
Subtask 1.3.D: Examine Major Economic Drivers and Business Trends 32 hours - \$6,880
Subtask 1.4: Conduct a Retail Demand Analysis
Subtask 1.4.A: Define retail market area 9 hours - \$1,995
Subtask 1.4.B: Complete a retail leakage analysis 15 hours - \$3,325
Subtask 1.4.C: Project Future Retail Demand 13 hours - \$2,935
Subtask 1.4.D: Conduct Stakeholder Interviews 12 hours - \$2,820
Subtask 1.5: Provide Economic Development Strategies and Recommendations 28 hours - \$6,420
Subtask 1.6: Prepare and Present Findings and Final Report

TOTAL HOURS 224 hours, \$48,620

Certificate Of Completion

Envelope Id: 36461371931747C4A5C717145DAC115E

Status: Completed

Subject: Complete with DocuSign: ADMIN - Amended Economic and Planning System Inc 7-5-23.pdf

Source Envelope:

Document Pages: 16

Signatures: 4

Envelope Originator:

Certificate Pages: 5

Initials: 1

Mariposa Clerk of the Board

AutoNav: Enabled

5100 Bullion St FL 2

Envelope Stamping: Enabled

Mariposa, CA 95338

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Clerk-bos@mariposacounty.org

IP Address: 64.118.100.36

Record Tracking

Status: Original

Holder: Mariposa Clerk of the Board

Location: DocuSign

7/5/2023 10:08:14 AM

Clerk-bos@mariposacounty.org

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: County of Mariposa

Location: DocuSign

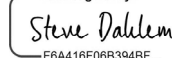
Signer Events

Steve Dahlem

sdahlem@mariposacounty.org

Security Level: Email, Account Authentication
(None)**Signature**

DocuSigned by:



F6A416F06B394BF...

Timestamp

Sent: 7/5/2023 10:13:35 AM

Viewed: 7/5/2023 10:20:21 AM

Signed: 7/5/2023 10:20:51 AM

Signature Adoption: Pre-selected Style

Using IP Address: 64.118.100.36

Electronic Record and Signature Disclosure:

Accepted: 12/28/2022 3:42:40 PM

ID: 168bcd6-bde7-4f01-885a-c1872fec5bc7

Dallin Kimble

dkimble@mariposacounty.org

CAO

County of Mariposa

Security Level: Email, Account Authentication
(None)

DocuSigned by:



2E01D0C6E7564A5...

Sent: 7/5/2023 10:20:52 AM

Viewed: 7/5/2023 10:56:48 AM

Signed: 7/5/2023 10:57:05 AM

Signature Adoption: Drawn on Device

Using IP Address: 64.118.100.36

Electronic Record and Signature Disclosure:

Accepted: 7/5/2023 10:56:48 AM

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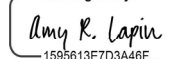
Amy R. Lapin

alapin@epssac.com

Principal

Security Level: Email, Account Authentication
(None)

DocuSigned by:



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Sent: 7/5/2023 10:57:06 AM

Viewed: 7/5/2023 11:00:03 AM

Signed: 7/5/2023 12:09:20 PM

Signature Adoption: Pre-selected Style

Using IP Address: 66.60.155.34

Electronic Record and Signature Disclosure:

Accepted: 7/5/2023 11:00:03 AM

ID: 53e72756-87a0-4628-92bf-5ee246dc23ad

Jamie Gomes

jgomes@epssac.com

CFO

Economic & Planning Systems, Inc

Security Level: Email, Account Authentication
(None)

DocuSigned by:



9B8C9E9E89094D4...

Sent: 7/5/2023 12:09:22 PM

Viewed: 7/5/2023 1:47:53 PM

Signed: 7/5/2023 1:48:04 PM

Signature Adoption: Pre-selected Style

Using IP Address: 66.60.155.34

Electronic Record and Signature Disclosure:

Signer Events	Signature	Timestamp
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Tara Schiff tschiff@mariposacounty.org Security Level: Email, Account Authentication (None)	Signature Adoption: Pre-selected Style Using IP Address: 64.118.100.36	

Electronic Record and Signature Disclosure:
Accepted: 1/23/2023 1:48:50 PM
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In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	7/5/2023 10:13:35 AM
Certified Delivered	Security Checked	7/5/2023 1:49:24 PM
Signing Complete	Security Checked	7/5/2023 1:50:41 PM
Completed	Security Checked	7/5/2023 1:50:41 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, County of Mariposa (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact County of Mariposa:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: jbond@mariposacounty.org

To advise County of Mariposa of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at jbond@mariposacounty.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from County of Mariposa

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to jbond@mariposacounty.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with County of Mariposa

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to jbond@mariposacounty.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify County of Mariposa as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by County of Mariposa during the course of your relationship with County of Mariposa.

BUDGET ACTION FORM

FUND	DEP/DIV	ACCOUNT	DESCRIPTION	PROJECT	INCREASE	DECREASE
3602	143	46052	Federal Revenue			(48,620)
3602	143	49101	Transfer In		(17,460)	
3602	143	60301	General Professional Services			15,836
3602	143	49999	Beginning Fund Balance		(15,324)	
1001	143	51111	Salaries and Wages			17,460
1001	143	80111	Transfer Out		17,460	
				TOTALS	(15,324)	(15,324)

TRANSFER BETWEEN FUNDS					DEBIT	CREDIT
1001	143	81111	Transfer Out		17,460	
3602	143	49101	Transfer In			17,460
TOTALS					17,460	17,460

ACTION REQUESTED: (Check all that apply)

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

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

FISCAL YEAR

DEPARTMENT HEAD SIGNATURE

AUDITOR SIGNATURE

COUNTY ADMINISTRATIVE OFFICER SIGNATURE

APPROVED BY RES NO.

DEPARTMENT



MARIPOSA COUNTY

Board of Supervisors



RESOLUTION - ACTION REQUESTED 2023-474

MEETING: September 12, 2023
TO: The Board of Supervisors
FROM: Dallin Kimble, County Administrative Officer
RE: Ratify Signature of the Board of Supervisors Chair on a Letter of Support for Assembly Bill (AB) 99 Department of Transportation: Integrated Pest Management; Oppose Unless Amended

RECOMMENDATION AND JUSTIFICATION

Ratify Signature of the Board of Supervisors Chair on a Letter of Support for Assembly Bill (AB) 99 Department of Transportation: Integrated Pest Management; Oppose Unless Amended.

The letter was submitted on 8/17/23

Assembly Bill 99 falls under the Safe Communities section of the Mariposa County Board of Supervisors Legislative Platform in Resolution 23-062

BACKGROUND AND HISTORY OF BOARD ACTIONS

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

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

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

FINANCIAL IMPACT

None

ATTACHMENTS

1. Ratify AB 99 Department of transportation state roads and highways integrated pest management



MARIPOSA COUNTY

Board of Supervisors



RESOLUTION - ACTION REQUESTED 2023-474

MEETING: September 12, 2023
TO: The Board of Supervisors
FROM: Dallin Kimble, County Administrative Officer
RE: Ratify Signature of the Board of Supervisors Chair on a Letter of Support for Assembly Bill (AB) 99 Department of Transportation: Integrated Pest Management; Oppose Unless Amended

RECOMMENDATION AND JUSTIFICATION

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FINANCIAL IMPACT

None

ATTACHMENTS

1. Ratify AB 99 Department of transportation state roads and highways integrated pest management

VOTE RESULT

RESULT: Adopted (UNANIMOUS)

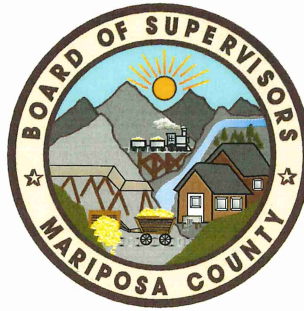
MOVER: District IV Supervisor Wayne Forsythe

SECONDER: District I Supervisor Rosemarie Smallcombe

AYES: District II Supervisor Poe, District I Supervisor Smallcombe, District IV Supervisor Forsythe, District V Supervisor Menetrey, District III Supervisor Toso

Mariposa County Board of Supervisors

District 1 ... ROSEMARIE SMALLCOMBE
District 2 SHANNON POE
District 3 DANETTE TOSO
District 4 WAYNE FORSYTHE
District 5 MILES MENETREY



DALLIN KIMBLE
County Administrative Officer

DANIELLE BONDSHU
Clerk of the Board

P. O. Box 784
Mariposa, CA 95338
(209) 966-3222
(800) 736-1252
www.mariposacounty.org/board

August 17th, 2023

Re: AB-99 (Connolly) - Department of Transportation: state roads and highways: integrated pest management – OPPOSE UNLESS AMENDED

Dear Senator Portantino,

On behalf of the County of Mariposa, I am writing to express opposition to AB 99, which would restrict the use of herbicides to control weeds and vegetation along state highways. While we fully support the goal of making Caltrans' vegetation management efforts safe for communities, we are concerned that AB 99, in its current form, may reduce Caltrans' ability to treat the roadside weeds and vegetation that spread invasive species and present a dangerous fire risk to our community.

We are all too familiar with those risks. In 2018, the Ferguson Fire burned 97,000 acres in Mariposa County and cost the lives of two of our firefighters. The investigation into the cause of the fire found that a visitor to Yosemite National Park with a faulty catalytic converter threw sparks into the roadside weeds, which ignited in three different places several miles apart. Similar fires have started when vehicles with trailers have left chains dragging on the road or when careless drivers threw cigarettes into the dry roadside vegetation. Our experience, and more than \$300 million in federal, state, and local wildfire suppression costs for fires that started in roadside vegetation in Mariposa County alone, tells us that roadside vegetation must be treated annually.

AB 99 prohibits Caltrans' use of herbicides except in particular circumstances. Herbicide treatment is not the right approach for all roadsides, and Caltrans already does not spray near wildlife habitat, schools, creeks, driveways, or congregated mailboxes. Even so, herbicides are sometimes the most effective, safe, or fiscally responsible option to reduce the spread of invasive weeds and the risk of catastrophic wildfires.

The spread of invasive species cannot be minimized in this discussion. There has been a worrisome spread of invasive plants along roadsides in counties where Caltrans has not used herbicides. This threatens the local habitat and risks passing those threats from county to county. Our ability to promote free-range livestock and alternatives to factory farming depends on having high-quality, native plants in our rangeland and agricultural lands.

AB 99, as currently written, is dangerous for our community, the environment, the state budget, and the economy. We are compelled to oppose it in its current form and hope some amendments can be made to protect Mariposa County and all of California better.

Thank you for your consideration.

A handwritten signature in blue ink, appearing to read "Myles Menetrey", with a long, sweeping horizontal stroke extending to the right.

Myles Menetrey, Chair
Mariposa County Board of Supervisors



MARIPOSA COUNTY

Board of Supervisors



Agenda Item – No Resolution Requested

MEETING: September 12, 2023
TO: The Board of Supervisors
FROM: Danielle Bondshu, Clerk of the Board
RE: Proclaim September 17 - 23, 2023, as "Constitution Week"

RECOMMENDATION AND JUSTIFICATION

Proclaim September 17 - 23, 2023, as "Constitution Week."

National Society of the Daughters of the American Revolution petitioned Congress in 1955 to set aside September 17th - 23rd annually in observance to commemorate America's most important document. President Dwight D. Eisenhower signed the resolution into public law on August 2nd, 1956.

Constitution week aims to celebrate by:

- Emphasizing citizen's responsibility to protect and defend the constitution.
- Informing people that the constitution is the basis for America's great heritage and the foundation for our way of life.
- Encouraging the study of the historical events which led to the framing of the Constitution in September 1787.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board has approved this and similar Proclamations in the past.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Miss the opportunity to recognize the Constitution of the United States of America and the efforts to celebrate it by the National Society of the Daughters of the American Revolution.

FINANCIAL IMPACT

None

ATTACHMENTS

1. Constitution Week



MARIPOSA COUNTY

Board of Supervisors



Agenda Item – No Resolution Requested

MEETING: September 12, 2023
TO: The Board of Supervisors
FROM: Danielle Bondshu, Clerk of the Board
RE: Proclaim September 17 - 23, 2023, as "Constitution Week"

RECOMMENDATION AND JUSTIFICATION

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BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board has approved this and similar Proclamations in the past.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Miss the opportunity to recognize the Constitution of the United States of America and the efforts to celebrate it by the National Society of the Daughters of the American Revolution.

FINANCIAL IMPACT

None

ATTACHMENTS

1. Constitution Week

VOTE RESULT

RESULT: Adopted (UNANIMOUS)
MOVER: District IV Supervisor Wayne Forsythe
SECONDER: District I Supervisor Rosemarie Smallcombe
AYES: District II Supervisor Poe, District I Supervisor Smallcombe, District IV Supervisor Forsythe, District V Supervisor Menetrey, District III Supervisor Toso

The Mariposa County Board of Supervisors

Proclaims the

Week of September 17th – 23rd, 2023

as

“Constitution Week”

WHEREAS, September 17th, 2023, marks the two hundred thirty-fifth anniversary of the drafting of the Constitution of the United States of America; and

WHEREAS it is fitting and proper to officially recognize the magnificent document and the memorable anniversary of its creation; and to officially recognize the patriotic celebrations which will commemorate the occasion; and

WHEREAS Congress by a joint resolution of August 2nd, 1956 (32 U.S.C 108, as amended), guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17th through 23rd as **“CONSTITUTION WEEK”**; and

WHEREAS the National Society of the Daughters of the American Revolution promotes and celebrates our Nation’s great achievement by emphasizing citizen’s responsibility to protect and defend the constitution; Informing people that the constitution is the basis for America’s great heritage and the foundation for our way of life; and encouraging the study of the historical events which led to the framing of the Constitution in September 1787.

NOW, THEREFORE, BE IT KNOWN that the Board of Supervisors of Mariposa County, a political subdivision of the State of California, hereby proclaims the week of September 17th through 23rd, 2023 as **“CONSTITUTION WEEK”** in Mariposa County.

PASSED AND ADOPTED by the Mariposa County Board of Supervisors this 12th day of September 2023 by unanimous vote.

ROSEMARIE SMALLCOMBE, District I Supervisor

WAYNE FORSYTHE, District IV Supervisor

SHANNON POE, District II Supervisor

MILES MENETREY, District V Supervisor

DANETTE TOSO, District III Supervisor



MARIPOSA COUNTY

Board of Supervisors



RESOLUTION - ACTION REQUESTED 2023-475

MEETING: September 12, 2023
TO: The Board of Supervisors
FROM: Rosemarie Smallcombe, District I Supervisor
RE: Discontinue Mariposa County's Participation in the Yosemite Sequoia Resource Conservation and Development Council; and Authorize the Board of Supervisors Chair to Sign the Separation Letter

RECOMMENDATION AND JUSTIFICATION

Discontinue Mariposa County's Participation in the Yosemite Sequoia Resource Conservation and Development Council; and Authorize the Board of Supervisors Chair to Sign the Separation Letter. (Supervisor Smallcombe)

With the creation of the Mariposa County Fire Advisory Committee, Mariposa has developed a significant capacity to identify and prioritize fuel reduction projects. In the Mariposa County Fire Advisory Committee (MCFAC), Mariposa County has ready access to a network of local and regional partners with whom we collaborate to identify priority projects and work on grant submissions.

MCFAC also provides the capacity to manage grants for the same types of projects YS RC&DC pursues. In addition, Sierra Nevada Conservancy, which has provided substantial funding to the YS RC&DC to expand its capacity, has encouraged YS RC&DC to work with Kern County. Kern, in addition to eastern Madera, eastern Fresno, and Tulare counties, make up SNC's South Subregion. YS RC&DC has historically not had sufficient capacity to serve Mariposa as well as other counties in that Subregion.

BACKGROUND AND HISTORY OF BOARD ACTIONS

In 2002, Bob Pickard filed the articles of incorporation for the Yosemite Sequoia RC&DC. The articles read, "to promote the quality and aesthetic values of our cultural, environmental and recreational resources by improving the quality of life through sustainable, diverse economic development in the foothill and mountain areas encompassing Mariposa, Eastern Madera, Eastern Fresno, and Tulare Counties."

A resolution has not been located which adopted the County's participation; however, over the last 20 years, the Board has periodically budgeted funds to the council.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not discontinue participation and the Board will need to appoint a new member to sit on the executive council.

FINANCIAL IMPACT

None.

ATTACHMENTS

- 1. September 12th YSRCDC - DRAFT**



MARIPOSA COUNTY

Board of Supervisors



RESOLUTION - ACTION REQUESTED 2023-475

MEETING: September 12, 2023
TO: The Board of Supervisors
FROM: Rosemarie Smallcombe, District I Supervisor
RE: Discontinue Mariposa County's Participation in the Yosemite Sequoia Resource Conservation and Development Council; and Authorize the Board of Supervisors Chair to Sign the Separation Letter

RECOMMENDATION AND JUSTIFICATION

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A resolution has not been located which adopted the County's participation; however, over the last 20 years, the Board has periodically budgeted funds to the council.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not discontinue participation and the Board will need to appoint a new member to sit on the executive council.

FINANCIAL IMPACT

None.

ATTACHMENTS

1. September 12th YSRCDC - DRAFT

VOTE RESULT

RESULT: **Adopted (UNANIMOUS)**

MOVER: District IV Supervisor Wayne Forsythe

SECONDER: District I Supervisor Rosemarie Smallcombe

AYES: District II Supervisor Poe, District I Supervisor Smallcombe, District IV Supervisor Forsythe, District V Supervisor Menetrey, District III Supervisor Toso

September 12th, 2023

Yosemite Sequoia RC & DC
Attn: Nathan Magsig
40108 Hwy 49, Ste. C #298
Oakhurst, CA 93655

Dear Honorable Nathan Magsig,

It is with deep thought and consideration that the Mariposa County Board of Supervisors has discontinued its participation in the Yosemite Sequoia Resource Conservation and Development Council, effective immediately.

While Mariposa County prides itself on being a founding member of the Yosemite Sequoia RC & DC, we feel it is no longer beneficial to continue with membership. Like many other participating members, Mariposa County has seen its fair share of fire-related disasters, the most recent being the Oak Fire. In the Oak Fire, our community saw 19,244 acres burned and 193 structures lost, 127 being homes. This came after other major fires, such as Ferguson and Detwiler.

Due to Mariposa County's familiarity with natural disasters, we have created our own internal capacity and relationships to apply for, track, and manage grants associated with fire mitigation, with the most recent addition of a Fire Mitigation Grant Coordinator on staff. Due to our extended network, we feel it is best to focus our efforts on those internal structures and other outside partners.

We thank you for the 21 years of service you have provided Mariposa County and wish you well in your future pursuits.

Sincerely,

Miles Menetrey, Chair
Mariposa County Board of Supervisors



MARIPOSA COUNTY

Board of Supervisors



RESOLUTION - ACTION REQUESTED 2023-476

MEETING: September 12, 2023

TO: The Board of Supervisors

FROM: Mike Van Loben Sels, Unit Chief

RE: Accept the Award of the Volunteer Fire Capacity Grant for \$19,562.10; Approve Grant Agreement with the California Department of Forestry and Fire Protection (CAL FIRE); and Authorize the Board of Supervisors Chair to Sign the Agreement and all Documents Relative to this Grant (Subject to Approval as to Legal Form by County Counsel)

RECOMMENDATION AND JUSTIFICATION

Accept the Award of the Volunteer Fire Capacity Grant for \$19,562.10; Approve Grant Agreement with the California Department of Forestry and Fire Protection (CAL FIRE); and Authorize the Board of Supervisors Chair to Sign the Agreement and all Documents Relative to this Grant (Subject to Approval as to Legal Form by County Counsel).

The VFC grant is a Federal Block grant program administered in California by CAL FIRE. The grant's purpose is to enable rural fire departments to purchase safety and/or communication equipment.

Mariposa County Fire has been awarded this grant and will enable Mariposa County Fire Department (MCFD) to purchase new hand held radios. This grant will effectively decrease the Fire Department's purchase price of the new hand held radios to half.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board approved Mariposa County Fire to submit this grant on May 2, 2023 Res-2023-226. This program was previously called the Rural Fire Capacity grant, which the Board of Supervisors has approved and accepted in the past. MCFD budgets for these matching funds requirements in anticipation of this opportunity. This grant is instrumental for updating our communication devices to better protect and communicate with our firefighters. Per county policy, board approval is required to apply for a grant that requires a resolution.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Mariposa County Fire Department will lose the available grant funds to replace its hand held radios.

FINANCIAL IMPACT

There is a 50% match of this grant that was budgeted in the FY 23/24 budget in anticipation of this opportunity.

ATTACHMENTS

1. Agreement 7GF23062

2. AD-1048 Form
3. 7GF23062



MARIPOSA COUNTY

Board of Supervisors



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TO: The Board of Supervisors

FROM: Mike Van Loben Sels, Unit Chief

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Mariposa County Fire has been awarded this grant and will enable Mariposa County Fire Department (MCFD) to purchase new hand held radios. This grant will effectively decrease the Fire Department's purchase price of the new hand held radios to half.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board approved Mariposa County Fire to submit this grant on May 2, 2023 Res-2023-226. This program was previously called the Rural Fire Capacity grant, which the Board of Supervisors has approved and accepted in the past. MCFD budgets for these matching funds requirements in anticipation of this opportunity. This grant is instrumental for updating our communication devices to better protect and communicate with our firefighters. Per county policy, board approval is required to apply for a grant that requires a resolution.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Mariposa County Fire Department will lose the available grant funds to replace its hand held radios.

FINANCIAL IMPACT

There is a 50% match of this grant that was budgeted in the FY 23/24 budget in anticipation of this opportunity.

ATTACHMENTS

1. Agreement 7GF23062

2. AD-1048 Form
3. 7GF23062

VOTE RESULT

RESULT: **Adopted (UNANIMOUS)**

MOVER: District IV Supervisor Wayne Forsythe

SECONDER: District I Supervisor Rosemarie Smallcombe

AYES: District II Supervisor Poe, District I Supervisor Smallcombe, District IV Supervisor Forsythe, District V Supervisor Menetrey, District III Supervisor Toso

**State of California
Department of Forestry and Fire Protection (CAL FIRE)
Cooperative Fire Protection
GRANT AGREEMENT**

APPLICANT:

PROJECT TITLE: Volunteer Fire Capacity

GRANT AGREEMENT: 7GF23062

PROJECT PERFORMANCE PERIOD is from date upon approval through June 30, 2024.

Under the terms and conditions of this Grant Agreement, the applicant agrees to complete the project as described in the project description, and the State of California, acting through the Department of Forestry & Fire Protection, agrees to fund the project up to the total state grant amount indicated.

PROJECT DESCRIPTION: Cost-share funds awarded to provide assistance to rural areas in upgrading their capability to organize, train, and equip local forces for fire protection.

Total State Grant not to exceed \$ **\$19,562.10** (or project costs, whichever is less).

**The Special and General Provisions attached are made a part of and incorporated into this Grant Agreement.*

**STATE OF CALIFORNIA
DEPARTMENT OF FORESTRY
AND FIRE PROTECTION**

Applicant

By _____

Signature of Authorized Representative

Title _____

By _____

Title: **David Scheurich**
Staff Chief, Cooperative Fire Programs

Date _____

Date _____

CERTIFICATION OF FUNDING

GRANT AGREEMENT NUMBER	PO ID	SUPPLIER ID
FUND 0001	FUND NAME General Fund	
PROJECT ID 354023DG2012166	ACTIVITY ID SUBGNT	AMOUNT OF ESTIMATE FUNDING \$ \$19,562.10
GL UNIT 3540	BUD REF 001	ADJ. INCREASING ENCUMBRANCE \$ 0.00
PROGRAM NUMBER 9999000FED	CHAPTER 12	ADJ. DECREASING ENCUMBRANCE \$ 0.00
ACCOUNT 5340580	ENY 2023	UNENCUMBERED BALANCE \$ \$19,562.10
REPORTING STRUCTURE 35409206	ALT ACCOUNT 5340580002	SERVICE LOCATION 92750

I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance.

Signature of CAL FIRE Accounting Officer

Date

VOLUNTEER FIRE CAPACITY PROGRAM TERMS AND CONDITIONS

DEPARTMENT OF FORESTRY AND FIRE PROTECTION

STATE OF CALIFORNIA Natural Resources Agency

Agreement for the Volunteer Fire Capacity Program of the Cooperative Forestry Assistance Act of 1978

THIS AGREEMENT, made and entered between the STATE of California, acting through the Director of the Department of Forestry and Fire Protection hereinafter called "STATE", and _____ hereinafter called "LOCAL AGENCY", covenants as follows:

RECITALS:

1. STATE has been approved as a passthrough agent of the United States Department of Agriculture, (USDA), Forest Service for the purpose of administering the Volunteer Fire Capacity program in California, hereinafter referred to as VFC, authorized by the Cooperative Forestry Assistance Act (CFAA) of 1978 (PL 95-313, 92 Stat 365, 16 U.S.C. 2106), as amended.
2. This is a subaward under the 2023 Volunteer Fire Capacity Grant #23-DG-11052012-166 awarded to STATE by the Forest Service on August 3, 2023. The Federal Assistance Listing for the award is 10.698, Cooperative Forestry Program. This subaward is funded solely with Federal funds and is subject to the Office of Management and Budget (OMB) guidance in subparts A through F of 2 CFR Part 200, as adopted and supplemented by the USDA in 2 CFR Part 400, and under certain terms and conditions to LOCAL AGENCY to assist LOCAL AGENCY to upgrade its fire protection capability.
3. LOCAL AGENCY desires to participate in said VFC and agrees to the terms and conditions specified in the Procedural Guide for Volunteer Fire Capacity Program 2023.

NOW THEREFORE, it is mutually agreed between the parties as follows:

4. **APPROVAL:** This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. LOCAL AGENCY may not commence performance until such approval has been obtained.
5. **INCORPORATION:** The Procedural Guide for Volunteer Fire Capacity Program 2023, submitted Application for Funding and associated Grant Assurances are hereby incorporated by reference as part of the Grant Agreement.
6. **TIMELINESS:** Time is of the essence in this Agreement.
7. **FORFEITURE OF AWARD:** LOCAL AGENCY must return this Agreement and required resolution properly signed and executed to STATE at the email address specified in paragraph 12, with a timestamp no later than December 1, 2023 or LOCAL AGENCY will forfeit the funds.

8. GRANT AND BUDGET CONTINGENCY CLAUSE: It is mutually understood between the parties that this **Agreement** may have been written for the mutual benefit of both parties before ascertaining the availability of congressional appropriation of funds, to avoid program and fiscal delays that would occur if the **Agreement** were executed after that determination was made.

This **Agreement** is valid and enforceable only if sufficient funds are made available to the STATE by the United States Government for the **State Fiscal Year 2023** for the purpose of this program. In addition, this **Agreement** is subject to any additional restrictions, limitations, or conditions enacted by the Congress or to any statute enacted by the Congress that may affect the provisions, terms, or funding of this **Agreement** in any manner.

The parties mutually agree that if the Congress does not appropriate sufficient funds for the program, this **Agreement** shall be amended to reflect any reduction in funds.

The STATE has the option to invalidate the **Agreement** under the 30-day cancellation clause or to amend the **Agreement** to reflect any reduction in funds.

9. REIMBURSEMENT: STATE will reimburse LOCAL AGENCY, from funds made available to STATE by the Federal Government, an amount not to exceed **\$19,562.10** on a 50/50 matching funds basis, for the performance of specific projects and/or purchase of specific items identified in Proposed Project, Application for Funding, attached hereto. **Reimbursement will be only for those projects accomplished and/or items purchased between THE LAST SIGNATORY DATE ON PAGE 1 and JUNE 30, 2024.** This sum is the sole and maximum payment that STATE will make pursuant to this Agreement. **LOCAL AGENCY must bill STATE at the e-mail address specified in paragraph 12, with a timestamp no later than September 1, 2024 in order to receive the funds.** The bill submitted by LOCAL AGENCY must clearly delineate the projects performed and/or items purchased. A vendor's invoice and proof of payment to vendor(s) must be included for items purchased.
10. LIMITATIONS: Expenditure of the funds distributed by STATE herein is subject to the same limitations as placed by the VFC, upon expenditure of United States Government Funds. Pursuant to 2CFR200.313 Equipment, subject to the obligations and conditions set forth in that section; title to any equipment and supplies acquired under this **Agreement** vests with the LOCAL AGENCY. For any equipment items over \$5,000, the federal government may retain a vested interest in accordance with paragraph 17 below.
11. MATCHING FUNDS: Any and all funds paid to LOCAL AGENCY under the terms of this **Agreement**, hereinafter referred to as "VFC Funds", shall be matched by LOCAL AGENCY on a dollar-for-dollar basis, for each project listed on attachment(s) hereto identified as "Proposed Project". No amount of unpaid "contributed" or "volunteer" labor or services shall be used or consigned in calculating the matching amount "actually spent" by LOCAL AGENCY.

LOCAL AGENCY shall not use VFC Funds as matching funds for other federal grants, including Department of Interior (USDI) Rural Fire Assistance grants, nor use funds from other federal grants, including USDI Rural Fire Assistance grants, as matching funds for VFC Funds.

12. ADDRESSES: The mailing addresses of the parties hereto under the terms of the Agreement are:

LOCAL AGENCY:

Attention: _____
Telephone Number(s): _____
E-mail _____

STATE:

Department of Forestry and Fire Protection
Grants Management Unit, Attn: Megan Esfandiary
P. O. Box 944246
Sacramento, California 94244-2460
PHONE: (916) 894-9845
E-MAIL: Megan.Esfandiary@fire.ca.gov

13. PURPOSE: Any project to be funded hereunder must be intended to specifically assist LOCAL AGENCY to organize, train, and/or equip local firefighting forces in the aforementioned rural area and community to prevent or suppress fires which threaten life, resources, and/or improvements within the area of operation of LOCAL AGENCY. Project funds are not to be used for research and development.
14. COMBINING: In the event funds are paid for two or more separate, but closely related projects, the 50/50 cost-sharing formula will be applied to the total cost of such combined projects.
15. OVERRUNS: In the event that the total cost of a funded project exceeds the estimate of costs upon which this Agreement is made, LOCAL AGENCY may request additional funds to cover the **Agreement** share of the amount exceeded. However, there is no assurance that any such funds are, or may be, available for reimbursement. Any increase in funding will require an amendment.
16. UNDERRUNS: In the event that the total cost of a funded project is less than the estimate of costs upon which this **Agreement** is made, LOCAL AGENCY may request that additional eligible projects/items be approved by STATE for **Agreement** funding. However, there is no assurance that any such approval will be funded. Approval of additional projects/items, not listed on the Proposed Project application, made by STATE, will be in writing and will require an amendment.
17. FEDERAL INTEREST IN EQUIPMENT: The Federal Government has a vested interest in any item purchased with VFC funding in excess of \$5,000 regardless of the length of this **Agreement**, until such time as the fair market value is less than \$5,000. The VFC percentage used to purchase the equipment will be applied to the sale price and recovered for the Government during the sale. This percentage will remain the same even following depreciation. The Federal Government may not have to be reimbursed if the disposal sale amounts to a fair market value of less than \$5,000. LOCAL AGENCY will notify STATE of the disposal of such items.

18. EQUIPMENT INVENTORY: Any single item purchased in excess of \$5,000 will be assigned an VFC Property Number by the STATE. LOCAL AGENCY shall forward a copy of the purchase documents listing the item, brand, model, serial number, any LOCAL AGENCY property number assigned, and a LOCAL AGENCY contact and return address to STATE at the address specified in paragraph 12. The STATE will advise the LOCAL AGENCY Contact of the VFC Property Number assigned.
19. AUDIT: LOCAL AGENCY agrees that the STATE, 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**. LOCAL AGENCY agrees to maintain such records for possible audit for a minimum of five (5) years after final payment, unless a longer period of records retention is stipulated. LOCAL AGENCY 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, LOCAL AGENCY agrees to include a similar right of the State of California to audit records and interview staff in any subcontract related to performance of this **Agreement**. (GC 8546.7, PCC 10115 et seq., CCR Title 2, Section 1896).
20. DISPUTES: In the event of any dispute over qualifying matching expenditures of LOCAL AGENCY or audit findings, the dispute will be decided by STATE and its decision shall be final and binding.
21. MONITORING: LOCAL AGENCY agrees to the monitoring of activities as necessary by STATE to ensure that the award is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of the agreement; and that performance goals are achieved.
22. INDEMNIFICATION: LOCAL AGENCY 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 LOCAL AGENCY in the performance of this **Agreement**.
23. CIVIL RIGHTS: LOCAL AGENCY agrees to comply with civil rights requirements as detailed in the Complying With Civil Rights Requirements brochure (FS-850) and the And Justice For All poster (AD-475A). The poster is to be placed at all public point of contact/reception areas.
24. DRUG-FREE WORKPLACE REQUIREMENTS: LOCAL AGENCY will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
 - a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
 - b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

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

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the **Agreement**.

Failure to comply with these requirements may result in suspension of payments under the **Agreement** or termination of the **Agreement** or both and LOCAL AGENCY may be ineligible for funding of any future State **Agreement** if the department determines that any of the following has occurred: (1) the LOCAL AGENCY has made false certification, or violated the certification by failing to carry out the requirements as noted above. (GC 8350 et seq.)

25. **TERM:** The term of the **Agreement** SHALL COMMENCE ON THE LAST SIGNATORY DATE ON PAGE 1 and continue through June 30, 2024.
26. **TERMINATION:** This **Agreement** may be terminated by either party giving 30 days written notice to the other party or provisions herein amended upon mutual consent of the parties hereto.
27. **AMENDMENTS:** 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.
28. **INDEPENDENT CONTRACTOR:** LOCAL AGENCY, and the agents and employees of LOCAL AGENCY, in the performance of this **Agreement**, shall act in an independent capacity and not as officers or employees or agents of the STATE or the Federal Government.
29. **INDIRECT RATE:** LOCAL AGENCY may not assess an indirect rate in excess of their Federally approved Negotiated Indirect Cost Rate Agreement (NICRA), a de minimis rate if LOCAL AGENCY does not have an approved NICRA, or the VFC program cap rate of 10%, whichever is lesser. LOCAL AGENCY may also elect not to assess an indirect rate. The approved indirect cost rate at the time of execution is 0%.

30. MEDIA: LOCAL AGENCY shall acknowledge STATE and USDA Forest Service support in any publications, audiovisuals and electronic media developed as a result of this award.

It is encouraged to give public notice of the receipt of this award and announce progress and accomplishments, acknowledging STATE and USDA Forest Service support. Follow direction in USDA Supplemental 2 CFR 415.2.

31. ASSIGNMENT: This Agreement is not assignable by LOCAL AGENCY either in whole or in part.



Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552a, as amended). This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and 2 CFR §§ 180.300, 180.335, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880. Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0505-0027. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The provisions of appropriate criminal or civil fraud, privacy, and other statutes may be applicable to the information provided.

(Read instructions on page two before completing certification.)

- A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;
- B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ORGANIZATION NAME

PR/AWARD NUMBER OR PROJECT NAME

NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S)

SIGNATURE

DATE

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotope, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [How to File a Program Discrimination Complaint](#) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.

USDA is an equal opportunity provider, employer, and lender.

Instructions for Certification

- (1) By signing and submitting this form, the prospective lower tier participant is providing the certification set out on page 1 in accordance with these instructions.
- (2) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
- (3) The prospective lower tier participant must provide immediate written notice to the person(s) to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (4) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549, at 2 CFR Parts 180 and 417. You may contact the Department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- (5) The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it may not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department or agency with which this transaction originated.
- (6) The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- (7) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the General Services Administration's System for Award Management Exclusions database.
- (8) Nothing contained in the foregoing shall be construed to require establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (9) Except for transactions authorized under paragraph (5) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the Department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

California Department of Forestry and Fire Protection
 2023-2024 Application for Funding Cooperative
 Forestry Assistance Act of 1978
 Volunteer Fire Capacity (VFC) Program
 Agreement # 7GF23062



A. Department/Organization

Organization Name: Mariposa County Fire Department

Contact's First Name: Chris

Contact's Last Name: Bernard

Street Address: 4802 Hwy 140

Mailing Address: P.O. Box 162

City: Mariposa

County: Mariposa

Zip Code: 95338

State: California

CAL FIRE Unit: MMU - Madera-Mariposa-Merced Unit

Phone Number: (209) 966-4330

Email Address: chris.bernard@fire.ca.gov

Unique Entity ID: PNG4LUYEKK53

To check to see what your UEI Number is, or to apply for one, please visit the [SAM.GOV](https://sam.gov) website.

B. Area to be served by award (include areas covered by contract or written mutual aid agreements).

Number of Communities: 14

Area: 1,463.00 square miles

Congressional District #: CA-#04

Population: 17,147

Annual Budget:

Latitude N 37 ° 29 ' 302 "

Longitude W 119 58 27 "

(Latitude must be between 32 and 42 degrees. Longitude must be between 114 and 125 degrees. Latitude and Longitude minutes and seconds must be between 0 and 60. Use a central point in the Applicant's service area for the general area covered by the project).

All projects **MUST** have a project area.

C. Activity: Annual number of emergency incidents.

Fire: 200 + EMS: 1,234 + Other: 234 = Total: 1668

D. Indian Tribal Community (If project includes an Indian Tribal Community, please provide):

Population: Size (acres): # of structures:

Distance to nearest fire station (miles):

CAL FIRE USE ONLY (Formula-driven)

Total Application Request (up to 50%; \$500 minimum, \$20,000 maximum)

Project Total Cost: \$ 39,124.20

Amount Funded for this Agreement: \$19,562.10 *ME*

E. Proposed Project (List individual items for funding. Include tax and shipping in unit cost):

	Type	Item	Quantity	Unit Cost	Item Total
1.	Communications	Hand Held Radios	20	\$ 1,577.43	\$ 31,548.60
2.	Communications	Antenna	20	\$ 66.34	\$ 1,326.80
3.	Communications	Battery	20	\$ 193.03	\$ 3,860.60
4.	Communications	Vehicle Charger	20	\$ 95.16	\$ 1,903.20
5.	Communications	Power Cable Assembly	20	\$ 24.25	\$ 485.00
6.					\$ 0.00
7.					\$ 0.00
8.					\$ 0.00
9.					\$ 0.00
10.					\$ 0.00
11.					\$ 0.00
12.					\$ 0.00
13.					\$ 0.00
14.					\$ 0.00
15.					\$ 0.00
16.					\$ 0.00
17.					\$ 0.00
18.					\$ 0.00
19.					\$ 0.00
20.					\$ 0.00
21.					\$ 0.00
22.					\$ 0.00

F. CAL FIRE USE ONLY (Formula-Driven)

Project Total Cost: \$ 39,124.20

G. Additional Information. 1. Briefly describe the area to be served: fire protection system, water system, equipment, facilities, staffing, hazards, etc. and purpose of proposed project. 2. How will the request(s) maintain or bring your organization into compliance with NFPA 1977? (Limited to space below)

The Mariposa County Fire Department is requesting a Volunteer Fire Capacity (VFC) Program Grant for the purchase of Hand Held Radios in the amount of \$39,124.20 with the County of Mariposa paying \$19,562.10 and the VFC awarding \$19,562.10.

The Mariposa County Fire Department is an All Risk fire department providing fire suppression and rescue serves to all unincorporated areas in the county with a total population served of approximately 17,147. There are 14 county fire stations protecting over 1463 square miles staffed by 50 volunteer firefighters. At this time, there are no fire stations staffed 24 hours per day with career firefighters.

It cannot be understated, proper communication equipment is one of the most important pieces of equipment during extreme fire behavior. The deficiency in proper hand held radios has severely impacted our ability to communicate of the fire line and with this year's projected increase in fire activity, it will place an even greater burden on existing resources.

In addition to the original request(s), Applicants may list alternative projects for excess or unused funds, which the State will review during the initial application process. The State will determine which of the Applicant's projects are eligible for funding if excess or unused funds become available. Upon advance written approval by the State, the applicant may use additional/excess funding up to the contract maximum amount to purchase State approved items in listed order of priority on their application.

Deviations from the original application are considered an amendment and require prior approval before the amended expenditures can be made.

The funds will be only for those projects accomplished and/or items purchased between Agreement Approval Date and June 30, 2024. The Recipient agrees to provide CAL FIRE with itemized documentation of the Agreement project expenditures and bill CAL FIRE as soon as the project is complete, but no later than September 1, 2024.

The Recipient gives CAL FIRE or any authorized representative access to examine all records, books, papers, or documents relating to the Agreement. The Recipient shall hold harmless CAL FIRE and its employees for any liability or injury suffered through the use of property or equipment acquired under this Agreement. The applicant certifies that to the best of the applicant's knowledge and belief, the data in this application is true.

I certify that the above and attached information is true and correct:

DocuSigned by:

Mike Van Loben Sels

05/02/2023

1FQDABE3F72847C...
Original Signature Required: Grantee's Authorized Representative

Date Signed

Printed Name: Mike van Loben Sels

Title: Unit Chief

Executed on: 05/02/2023

at

Mariposa Ca

Date

City

Organization Name: Mariposa County Fire Department

Grant Assurances for Cooperative Forestry Assistance Act of 1978
Volunteer Fire Capacity (VFC)

Organization Name: Mariposa County Fire Department

Contact's First Name: Chris

Contact's Last Name: Bernard

Street Address: 4802 Hwy 140

Mailing Address: P.O. Box 162

City: Mariposa

County: Mariposa

Zip Code: 95338

State: California

CAL FIRE Unit: MMU - Madera-Mariposa-Merced Unit

Phone Number: (209) 966-4330

Email Address: chris.bernard@fire.ca.gov

UEI Number: PNG4LUYEKK53

As the duly authorized representative of the applicant, I certify that the applicant named above:

1. Has the legal authority to apply for the Volunteer Fire Capacity grant, of the Cooperative Forestry Assistance Act of 1978 and has the institutional, managerial and financial capability to ensure proper planning management, and completion of the grant.
2. Will assure that grant funds are used only for items requested and approved in the application.
3. Assures that all wildland fire response employees (full-time, part-time, or volunteer) are fully equipped with appropriated wildland fire response personal protective equipment that meets NFPA 1977, *Standard on Protective Clothing and Equipment for Wildland Fire Fighting*, and are trained to a proficient level in the use of the personal protective equipment. Wildland fire suppression safety clothing, and equipment includes:
 - Safety helmet
 - Goggles
 - Ear Protection
 - Fire-resistant (i.e. Nomex) hood, shroud, or equivalent face and neck protection
 - Fire-resistant (i.e. Nomex) shirt and pants
 - Gloves
 - Safety work boots
 - Wildland fire shelter
 - Communications Equipment
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

5. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain for themselves or others, particularly those with whom they have a family, business or other ties.
6. Will comply with all applicable requirements of all other Federal laws, Executive orders, regulations, Program and Administrative requirements, policies, and other requirements governing this program.
7. Will comply with USDA Forest Service Civil Rights requirements.

See the [Forest Service Civil Rights literature](#) on their web page.

8. Understands that failure to comply with any of the above assurances may result in suspension, termination, or reduction of grant funds.



In compliance with NFPA 1977 and trained in the use of Wildland PPE.



Not in compliance with NFPA 1977, but applying for grant funding to purchase Wildland PPE and/or provide required training.

The undersigned represents that he/she is authorized by the above named applicant to enter into this agreement for and on behalf of the said applicant.

Printed Name of Authorized Agent: Mike van Loben Sels

DocuSigned by:

Signature of Authorized Agent:

Mike Van Loben Sels

Title of Authorized Agent: Unit Chief

Date: 05/02/2023

Submission requires an unsigned and signed application.

1. Please complete and save an **unsigned** application.
2. In addition, please **sign and date** an application (electronic or wet signature OK).
3. On one email, please attach both the **unsigned** and **signed** applications and submit to CALFIRE.GRANTS@FIRE.CA.GOV.

Electronic copies must be submitted by May 4, 2023 at 11:59pm.



MARIPOSA COUNTY

Board of Supervisors



Agenda Item – No Resolution Requested

MEETING: September 12, 2023
TO: The Board of Supervisors
FROM: Joe Lynch, Director of Health and Human Services
RE: Proclaim the Month of September 2023 as "Suicide Prevention Awareness Month"

RECOMMENDATION AND JUSTIFICATION

Proclaim the Month of September 2023 as "Suicide Prevention Awareness Month"

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board has previously supported proclamations related to mental health and behavioral health.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

The Board will miss the opportunity to highlight the importance of suicide prevention and to give hope and resources to those considering suicide.

FINANCIAL IMPACT

None.

ATTACHMENTS

1. **Suicide Prevention Awareness Month Proclamation 2023**
2. **Suicide Prevention Handout**



MARIPOSA COUNTY

Board of Supervisors



Agenda Item – No Resolution Requested

MEETING: September 12, 2023
TO: The Board of Supervisors
FROM: Joe Lynch, Director of Health and Human Services
RE: Proclaim the Month of September 2023 as "Suicide Prevention Awareness Month"

RECOMMENDATION AND JUSTIFICATION

Proclaim the Month of September 2023 as "Suicide Prevention Awareness Month"

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board has previously supported proclamations related to mental health and behavioral health.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

The Board will miss the opportunity to highlight the importance of suicide prevention and to give hope and resources to those considering suicide.

FINANCIAL IMPACT

None.

ATTACHMENTS

1. Suicide Prevention Awareness Month Proclamation 2023
2. Suicide Prevention Handout

VOTE RESULT

RESULT: Adopted (UNANIMOUS)
MOVER: District IV Supervisor Wayne Forsythe
SECONDER: District I Supervisor Rosemarie Smallcombe
AYES: District II Supervisor Poe, District I Supervisor Smallcombe, District IV Supervisor Forsythe, District V Supervisor Menetrey, District III Supervisor Toso

The Mariposa County Board of Supervisors
proclaims

The Month of September 2023
as
“Suicide Prevention Awareness Month”

WHEREAS, the month of September has been recognized as Suicide Awareness Month, dedicated to raising awareness, promoting education, and encouraging action to address this critical public health issue; and

WHEREAS, during Suicide Awareness Month, organizations, communities, and individuals come together to foster compassion, empathy, and resources for those struggling with mental health challenges and thoughts of self-harm; and

WHEREAS, promoting awareness and understanding of suicide is crucial to reduce stigma, provide support, and prevent future tragedies; and

WHEREAS the issue of suicide is a significant concern affecting individuals and communities; and

WHEREAS suicide is a tragic and preventable loss of life that deeply impacts families, friends, and society as a whole; and

WHEREAS it is essential to emphasize the importance of early intervention, access to mental health care, and the power of open and non-judgmental conversations to prevent suicide.

NOW, THEREFORE, BE IT KNOWN that the Board of Supervisors of Mariposa County, a political subdivision of the State of California do hereby proclaim September 2023 as **“Suicide Awareness Month”** and call upon individuals, organizations, schools, government agencies, and the public at large to unite in efforts to raise awareness, foster empathy, and provide support to those who may be struggling with suicidal thoughts, and break down the barriers that prevent people from seeking help. By fostering a culture of understanding, compassion, and support, we can help save lives.

PASSED AND ADOPTED by the Mariposa County Board of Supervisors this 12th day of September 2023, by unanimous vote.

Rosemarie Smallcombe, District I Supervisor

Wayne Forsythe, District IV Supervisor

Shannon Poe, District II Supervisor

Miles Menetrey, District V Supervisor

Danette Toso, District III Supervisor



Suicide Prevention Resource Letter

for Older Adults

Mariposa County Behavioral Health & Recovery Services

Bette Davis once said, “Old age is not for sissies.” There are many versions of her quote but they all express the sentiment that aging is a process that requires courage, endurance and fortitude. We handle it best when we cope in the company of friends, family and community because, for many of us, aging may mean physical challenges, reduced income and a shrinking social circle. These factors, plus unrecognized depression, place some older adults - especially older men - at risk for suicide.

Suicide. It's a topic that's unpleasant to think about and difficult to discuss. But research shows that talking about it is exactly what's needed. The Know the Signs campaign is California's statewide program to help all of us learn how to recognize warning signs of suicide risk, find the words to speak to the people we care about, and reach out to available resources. The campaign's website www.suicideispreventable.org offers details on how to take these steps. The campaign is one of several statewide initiatives funded by counties through the voter-approved Mental Health Services Act (Prop 63). These efforts are administered by the California Mental Health Services Authority (CalMHSA).

Depression is often unrecognized in older adults, where it may appear as insomnia and other sleep disturbances, loss of appetite, or a lack of interest in the activities one once enjoyed. But depression is highly treatable with effective medications and therapies, and the treated person may find a renewed interest and joy in life.

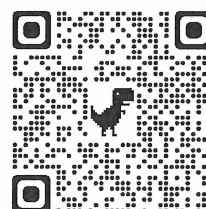
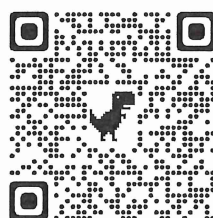
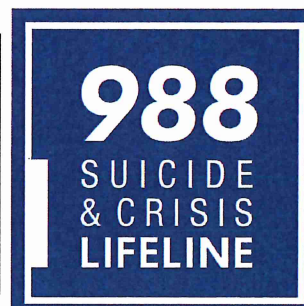
Dr. Patrick Arbore, director of Elderly Suicide Prevention and Grief Related Services at the Institute on Aging, tells of meeting a woman at a nursing home who had previously been a volunteer at the same facility. “When I asked her how she saw herself now at the age of 84, she replied, ‘I am nobody anymore. I used to be someone but I am no one now.’ As she continued to speak with me, it became clear that she was depressed. Fortunately, she agreed to a meeting with a psychiatrist who diagnosed depression. She began treatment with an antidepressant as well as meetings with a social worker. She utilized the Friendship Line, especially on weekends when she felt the loneliest. When I saw her a few months later, she was feeling much better. She said, ‘Being 84 wasn't my problem; feeling lonely and depressed was.’”

Addressing other health and social problems can also make a huge difference in someone's outlook. "My great-aunt Lucy lived in a small town of 610 people," said Anara Guard of the Know the Signs campaign. "When she turned eighty, she lost interest in life. She stopped going to the senior center and didn't want to cook any more. But then she saw her dentist who helped resolve an underlying problem with her teeth. Her entire attitude changed! She returned to the senior center and was elected president. More importantly, she enjoyed the rest of her time until she passed away at the age of 87."

Of course, depression and other problems aren't restricted by age. All of us face challenges as we age, whether in our 50s, 60s, or 90s. Learning to cope with retirement or job loss, a smaller budget, and those morning aches and pains are tasks for each of us. There are remedies available to everyone that become even more important as we grow older, including exercise, good nutrition, mindfulness and meditation, stress reduction, calming activities, and cultivating an optimistic attitude. But when these aren't enough, it's good to know that further help is available.

The Friendship Line (800-971-0016) offers 24-hour support for people aged 60 years and older, and adults living with disabilities. Trained volunteers specialize in offering caring conversation with older adults.

Finally, if you're concerned about a friend, relative or neighbor, don't just stuff that worry away. Talk to them and ask direct questions. Bring up the topic of suicide overtly. Call the Friendship Line California (1-888-670-1360), the National Suicide & Crisis Lifeline (988) or the Mariposa County 24/7 Crisis Line (1-800-549-6741 or 1-209-966-7000).





MARIPOSA COUNTY

Board of Supervisors



Agenda Item – No Resolution Requested

MEETING: September 12, 2023
TO: The Board of Supervisors
FROM: Joe Lynch, Director of Health and Human Services
RE: Appoint Debby Cade to First 5 of Mariposa County as a Member to Fill an Unexpired Term Ending February 15, 2025

RECOMMENDATION AND JUSTIFICATION

Appoint Debby Cade to First 5 of Mariposa County as a Member to Fill an Unexpired Term Ending February 15, 2025

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board has historically approved requests to appoint members to First 5 of Mariposa County.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

If the committee has vacancies there could be a lack of a quorum.

FINANCIAL IMPACT

There is no impact to the County General Fund.

ATTACHMENTS

None



MARIPOSA COUNTY

Board of Supervisors



Agenda Item – No Resolution Requested

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ATTACHMENTS

None

VOTE RESULT

RESULT: Adopted (UNANIMOUS)
MOVER: District IV Supervisor Wayne Forsythe
SECONDER: District I Supervisor Rosemarie Smallcombe
AYES: District II Supervisor Poe, District I Supervisor Smallcombe, District IV Supervisor Forsythe, District V Supervisor Menetrey, District III Supervisor Toso



MARIPOSA COUNTY

Board of Supervisors



RESOLUTION - ACTION REQUESTED 2023-477

MEETING: September 12, 2023

TO: The Board of Supervisors

FROM: Joe Lynch, Director of Health and Human Services

RE: Approve an Agreement with JDT Consultants, Inc. in the Amount of \$75,000 for Therapeutic Behavioral Services; and Authorize the Board of Supervisors Chair to Sign the Agreement

RECOMMENDATION AND JUSTIFICATION

Approve an Agreement with JDT Consultants, Inc. (JDT) in the Amount of \$75,000 for Therapeutic Behavioral Services; and Authorize the Board of Supervisors Chair to Sign the Agreement.

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

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board of Supervisors approved the First Amendment to the Agreement for Fiscal Year 2023 through Resolution No. 2023-89 on February 21, 2023.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

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

FINANCIAL IMPACT

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

ATTACHMENTS

1. FY23-24 JDT Consultants



MARIPOSA COUNTY

Board of Supervisors



RESOLUTION - ACTION REQUESTED 2023-477

MEETING: September 12, 2023
TO: The Board of Supervisors
FROM: Joe Lynch, Director of Health and Human Services
RE: Approve an Agreement with JDT Consultants, Inc. in the Amount of \$75,000 for Therapeutic Behavioral Services; and Authorize the Board of Supervisors Chair to Sign the Agreement

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ATTACHMENTS

1. FY23-24 JDT Consultants

VOTE RESULT

RESULT: Adopted (UNANIMOUS)

MOVER: District IV Supervisor Wayne Forsythe

SECONDER: District I Supervisor Rosemarie Smallcombe

AYES: District II Supervisor Poe, District I Supervisor Smallcombe, District IV Supervisor Forsythe, District V Supervisor Menetrey, District III Supervisor Toso

AGREEMENT FOR THERAPEUTIC BEHAVIORAL SERVICES

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

W I T N E S S E T H:

1. TERM

The term of this Agreement shall commence on July 1, 2023 and terminate on June 30, 2024 unless extended as provided by this Agreement.

2. SERVICES

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

3. COMPENSATION

Contractor shall be compensated for services performed in an amount not to exceed \$75,000 as set forth in Exhibit B, "Cost Proposal," which is attached hereto and incorporated herein by reference. County shall pay Contractor within thirty (30) days of receipt of an approved invoice.

4. INSURANCE

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

A. MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

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

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

(4) Professional Liability (Errors and Omissions): Insurance appropriate to Contractor's profession, with a limit of no less than \$1,000,000 per occurrence or claim, \$3,000,000 aggregate.

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

B. OTHER INSURANCE PROVISIONS

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

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

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

(3) Notice of Cancellation: Each insurance policy required above shall state that coverage shall not be canceled, except with at least thirty (30) calendar days' notice to County.

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

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

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

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

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

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

5. HOLD HARMLESS/INDEMNIFICATION

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

6. INDEPENDENT CONTRACTOR

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

7. PUBLIC EMPLOYEES RETIREMENT SYSTEM (CALPERS)

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

8. STATE AND FEDERAL TAXES

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

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

9. AUDITS AND INSPECTIONS

Contractor shall at any time during business hours, and as often as County may deem necessary, make available to County for examination all of its records and data with respect to the matters covered by this Agreement. Contractor shall, upon the request of County, permit County to audit and inspect all of such records and data necessary to ensure Contractor's compliance with the terms of this Agreement. If compensation to be paid by County under this Agreement exceeds Ten Thousand Dollars (\$10,000), Contractor shall be subject to the examination and audit of the California State Auditor, as provided in Government Code section 8546.7, for a period of three (3) years after final payment under this Agreement. This section survives the termination of this Agreement.

10. ASSIGNMENT

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

11. NOTICE

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

CONTRACTOR:

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

COUNTY:

County of Mariposa
5362 Lemee Lane
P.O. Box 99
Mariposa, CA 95338

12. COMPLIANCE

Contractor shall comply with all federal, state and local laws, codes, ordinances and regulations applicable to Contractor's performance under this Agreement, including, but not limited to, laws related to prevailing wages. Specifically, Contractor shall not engage in unlawful employment discrimination, including, but not limited to, discrimination based upon a person's race, religion,

color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship or sexual orientation, as prohibited by state or federal law.

13. PUBLIC RECORDS ACT

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

14. ENTIRE AGREEMENT AND MODIFICATION

This Agreement contains the entire agreement of the parties relating to the subject matter of this Agreement and supersedes all prior agreements and representations with respect to the subject matter hereof. This Agreement may only be modified by a written amendment hereto, executed by both parties. If there are exhibits attached hereto, and a conflict exists between the terms of this Agreement and any exhibit, the terms of this Agreement shall control.

15. ENFORCEABILITY AND SEVERABILITY

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

16. TERMINATION AND RIGHTS UPON TERMINATION

A. This Agreement may be terminated upon mutual written consent of the parties, or as a remedy available at law or in equity. In the event of the termination of this Agreement, Contractor shall be entitled to compensation for services performed acceptably up to the effective date of termination as set forth in Exhibit B.

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

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

17. NO WAIVER

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

18. DISPUTES

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

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

19. CAPTIONS

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

20. NUMBER AND GENDER

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

21. MANDATORY AND PERMISSIVE

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

22. SUCCESSORS AND ASSIGNS

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

23. COUNTERPARTS/ELECTRONIC, FACSIMILE, AND PDF SIGNATURES

This agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA"), Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA, as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital

signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code. Facsimile signatures or signatures transmitted via pdf document shall be treated as originals for all purposes.

24. OTHER DOCUMENTS

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

25. CONTROLLING LAW

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

26. AUTHORITY

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

27. NEGOTIATED AGREEMENT

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

28. NO RELIANCE ON REPRESENTATIONS

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

29. WARRANTY

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

30. FUNDING AVAILABILITY

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

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

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

COUNTY OF MARIPOSA

CONTRACTOR

Miles Menetrey, Chair
of Supervisors

Jana Todd, CEO and President Board
JDT Consultants, Inc.

COUNTERSIGNED:
(Government Code §25103)

APPROVED AS TO FORM:

Danielle Bondshu
Clerk of the Board

Steven W. Dahlem
County Counsel

Exhibit A SCOPE OF WORK

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

Description of TBS

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

Staffing

Contractor will provide qualified and trained staff who are proficient in providing TBS services. Services may be provided by a Licensed Practitioner of the Healing Arts (LPHA) or an “other qualified” provider.

An LPHA is a professional staff that must be licensed, registered, certified, or recognized under California State scope of practice statutes. Professional staff shall provide services within their individual scope of practice and receive supervision required under their scope of practice laws. Non-Physician LPHAs include Nurse Practitioners, Physician Assistants, Registered Nurses, Registered Pharmacists, Licensed Clinical Psychologist (LCP), Licensed Clinical Social Worker (LCSW), Licensed Professional Clinical Counselor (LPCC), and Licensed Marriage and Family Therapist (LMFT) and licensed-eligible practitioners working under the supervision of licensed clinicians.

An “other qualified” provider is an individual at least 18 years of age with a high school diploma or equivalent degree determined to be qualified to provide the service by the County. Mariposa County Behavioral Health and Recovery Services has the authority to determine whether a provider is qualified to provide mental health services.

Contractor will provide the names of staff providing services and either proof of clearance for the following exclusion lists by the 5th of the month: OIG Exclusion Database, OIG Exclusion Database (waiver), California Medi-Cal Suspended and Ineligible provider list, Board of Behavioral Sciences (if applicable), National Provider Identifier Registry and the Social Security Death Master File or provide Name, Date of Birth, Social Security number and license number (if applicable) for all providers to allow the county to check the exclusion lists.

Contractor will provide proof of cleared background checks for the DOJ, CACI and FBI.

Contractor will have supervisors available to staff providing TBS during the time services are provided. County will provide supervisory contact in case the contract supervisor has a need to discuss the case.

Referrals

Contractor will accept or deny referrals within 3 business days of receipt.

Referrals from County will include: Client demographic information, Release of Information, current assessment, treatment plan with TBS interventions indicated, TBS referral form, authorization for TBS services and Medi-Cal verification print out.

Contractor will make contact with the family within 3 days of acceptance of referral.

If Contractor is unable to meet the needs of the child/family in scope or duration Contractor will notify the county within 24 hours.

Services

Services will be provided as outlined in the client treatment plan. Contractor will communicate with the county if changes need to be made to the client treatment plan.

Services will be provided as needed 24/7 based on assessment or urgent request from the client/family.

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

If the client no shows the appointment or cancels within 24 hours, the provider will document attempts in a communication note. If the client no shows/cancels two appointments in a row or has a pattern of inconsistently attending appointments, the provider will notify County to assist in scheduling and attendance.

Invoicing

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

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

Service Authorizations

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

Monthly reauthorization meetings shall include the following:

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

Provider appeals

Contractor may appeal a denied, terminated or modified request for services from HHSA. The appeal shall be submitted to HHSA within 30 calendar days of the postmark of the notification of the denial, termination or modification. Send the appeal to:

Mariposa County Health and Human Services Agency
Attn: Quality Assurance
P.O. Box 99
Mariposa, CA 95338

Training

Contractor will provide training and consultation to identified HHSA employees to be designated by the director of HHSA in his sole discretion to provide TBS services. Training may include instruction or shadowing. Consultation may be in person or virtually to provide guidance on TBS interventions.

Exhibit B
COST PROPOSAL

Total cost of this agreement is not to exceed \$75,000. Client services will be invoiced at the rates shown below. If the client does not show for services or cancels within 24 hours and will not reschedule, the county will reimburse for 1/2 of the time that was scheduled for the appointment.

Provider Type	Rate
LPHA (MFT LCSW LPCC)/ Intern or Waivered LPHA (MFT LCSW LPCC)	\$350.00 per hour
Other Qualified Providers - Other Designated MH staff that bill medical (Interns)	\$275.00 per hour

The Contractor will provide training and consultation to identified HHSA employees to be designated by the mental health director at their sole discretion to provide TBS services. Training may include instruction or shadowing. Consultation may be in person or virtually to provide guidance on TBS interventions. Training and consultation services will be provided at a cost of \$150.00 per hour with a maximum billing of 40 hours /\$6,000.



MARIPOSA COUNTY

Board of Supervisors



RESOLUTION - ACTION REQUESTED 2023-478

MEETING: September 12, 2023

TO: The Board of Supervisors

FROM: Joe Lynch, Director of Health and Human Services

RE: Approve a Memorandum of Understanding (MOU) with Health Management Associates to Receive Grant Funding in the Amount of \$85,000 for Services in Support of the State Opioid Funding Program; and Authorize the Board of Supervisors Chair to Sign the MOU

RECOMMENDATION AND JUSTIFICATION

Approve a Memorandum of Understanding (MOU) with Health Management Associates to Receive Grant Funding in the Amount of \$85,000 for Services in Support of the State Opioid Funding Program; and Authorize the Board of Supervisors Chair to Sign the MOU.

California's project, "Medication Assisted Treatment (MAT) Expansion", strategically focuses on populations with limited or no MAT access including rural areas, American Indian and Native Alaskan (AI/NA) tribal communities and statewide access to Buprenorphine. The main objective of this project is to raise awareness of the benefits of Medication Assisted Treatment (MAT) during initial intake as well as continued outreach within the jail population.

The State Opioid Funding Program is a component within the MAT Expansion and is administered by the California Department of Health Care Services (DHCS). For the purposed of this MOU, Heath Management Associates is a subrecipient for DHCS and responsible for distributing grants of varying amounts from the State Opioid Funding Program to each participating California county. Mariposa County Health and Human Services (HHSA) will use funding to implement specific and approved strategies to expand access to medication assisted treatment of opioid addiction in the county's jail and drug court. The term of the MOU is July 1, 2023 through June 30, 2025.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board of Supervisors approved a similar MOU with DHCS through Resolution No. 2019-634 on November 5, 2019.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Non approval of the MOU will cause HHSA to seek alternate solutions and incur the risk of forfeiture of future funding from DHCS.

FINANCIAL IMPACT

There is no impact on the General Fund.

ATTACHMENTS

1. 2023 MAT in Jails and Drug Courts - Jail MAT Implementation Grant MOU



MARIPOSA COUNTY

Board of Supervisors



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FINANCIAL IMPACT

There is no impact on the General Fund.

ATTACHMENTS

1. 2023 MAT in Jails and Drug Courts - Jail MAT Implementation Grant MOU

VOTE RESULT

RESULT: **Adopted (UNANIMOUS)**

MOVER: District IV Supervisor Wayne Forsythe

SECONDER: District I Supervisor Rosemarie Smallcombe

AYES: District II Supervisor Poe, District I Supervisor Smallcombe, District IV Supervisor Forsythe, District V Supervisor Menetrey, District III Supervisor Toso

California Medication Assisted Treatment (MAT) Expansion Project

Memorandum of Understanding

MOU Number: 2023-015

Contract Title: State Opioid Funding Program: MAT in Jails and Drug Courts Implementation Grant
MAT in Jails and Drug Courts is funded by DHCS through CA FY 2022/23 budget, which included an allocation of State General Funds for the ongoing support to the Medication Assisted Treatment (MAT) Expansion Project

THIS AGREEMENT (the "Agreement"), shall be effective this July 1, 2023 through June 30, 2025 (the "Term").

BY AND BETWEEN County of Mariposa (the "Applicant Agency") and Health Management Associates, Inc. (the "Sub-Recipient" and, together with Applicant Agency, the "Parties" and each a "Party"), created under laws governing the State of California, Department of Health Care Services ("DHCS").

WHEREAS, the Sub-Recipient is the subrecipient of the State Opioid Funding Program awarded by DHCS (the "State Opioid Funding Program: MAT in Jails and Drug Courts Implementation Grant") pursuant to an agreement between Sierra Health Foundation and the Sub-Recipient (the "DHCS Agreement");

WHEREAS, under the DHCS Agreement, Sub-Recipient will distribute grants of varying amounts from the State Opioid Funding Program to each participating California county, for the purpose of implementing specific and approved strategies to expand access to medication assisted treatment of opioid addiction in the county's jail(s) and drug court(s) (the "Distribution Purpose").

In consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

1. GRANT AMOUNT AND INTENT: Applicant Agency has opportunity to receive up to \$85,000.00 from the Sub-Recipient under the State Opioid Funding Program and DHCS Agreement to achieve the following objectives:
 - To raise awareness of the benefits of Medication Assisted Treatment (MAT) during initial intake as well as continued outreach within the jail population. By use of MAT, greater reduction of the chance of diversion and discharge. When able to administer controlled release IM injections to those preparing to discharge from the jail, they will still have medication if there is a delay in getting their first appointment to renew the prescription.
 - Continued collaboration between all MAT partner agencies

Specific grant activities will be:

- Continue to identify and expand additional MAT team partners.
- Determine care coordination strategies and implement care coordination within HHSA, amongst the MAT team partners and continued care once released from jail.
- Attend trainings and conferences pertaining to continued MAT education to include travel expenses.
- Personnel costs within MAT team.
- MOU's and data sharing agreements will be drafted.
- Medications related to MAT treatment

2. APPLICANT AGENCY OBLIGATIONS: To be eligible to receive the funds specified in Section 1, the Applicant Agency must comply with the requirements of this Agreement, including any participation requirements contained in *Exhibit A: MAT in Jails and Drug Courts Learning Collaborative: Jail MAT Implementation Grant Application* and any applicable federal, state, and local laws. Applicant Agency is expected to spend any funds received under this Agreement by June 30, 2025.
Applicant Agency must submit the following, as specified in Exhibit A: (a) monthly jail MAT statistics submitted quarterly; (b) an Interim Financial Report; and (c) a Final Project Report and Financial Report within 30 days following the project end date. The Sub-Recipient will provide the Applicant Agency with a template Interim Project Status Report.

The Applicant Agency identifies the following entity information and representatives:

Entity's Legal Name	County of Mariposa
Doing Business As (if applicable)	
Street Address	5362 Lemee Lane
City, State, Zip	Mariposa, CA 95338
Mailing Address, if different	PO Box 99, Mariposa, CA 95338

Primary Grant Director	Authorized Signatory	Contract Representative
<i>Individual leading implementation of the grant</i>	<i>Individual authorized to sign on behalf of applicant agency</i>	<i>Individual responsible for agreement processing and negotiation</i>
Kristina Keheley	Miles Menetrey	Lynn Rumfelt
Division Director of Health Services	Chair, Board of Supervisors	QA Supervisor
kkeheley@mariposacounty.org		lrumfelt@mariposacounty.org
209-966-2000		209-742-0821

3. DISTRIBUTION OF FUNDS: The Sub-Recipient will distribute 50% of the full grant amount (\$42,500.00) to the Applicant Agency following execution of this Agreement and upon receipt of funds distributed from the DHCS Agreement. The second half of the grant will be paid by October 31, 2023, contingent upon adherence with quarterly data submissions. If the Sub-Recipient, in its sole discretion, determines that the Applicant Agency has not fulfilled the requirements of this Agreement, then Sub-Recipient shall withhold the second distribution of funds to the Applicant Agency.
4. REPAYMENT OF FUNDS: In the event the Applicant Agency spends funds distributed under this Agreement in a manner inconsistent with the Distribution Purpose or otherwise in violation of this Agreement, the Applicant Agency agrees to repay the Sub-Recipient any funds distributed under this Agreement.
5. RECORDKEEPING; REPORTING; AUDIT AND AVAILABILITY OF APPLICANT AGENCY RECORDS: The Applicant Agency shall keep such records as necessary to demonstrate compliance with this Agreement. The Applicant Agency shall submit reports in such quantity and frequency as determined by the Sub-Recipient demonstrating its compliance with the requirements of this Agreement. If applicable, the Applicant Agency will complete and submit such documentation requested by the Sub-Recipient to assure compliance with any applicable audit requirements. The Applicant Agency agrees

to retain all books, records, and other documents relative to this Agreement for at least three (3) years following final payment under this Agreement, unless any litigation, claim, financial management review, or audit is started before the expiration of the three (3)-year period, in which case the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. The Applicant Agency agrees to make such records available for review to the Sub-Recipient, DHCS, or any of their respective authorized representatives.

6. NOTICE: All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each a "Notice") shall be in writing and addressed to: (a) Sub-Recipient at 120 North Washington Square, Suite 705, Lansing, MI 48933; or (b) the Applicant Agency at PO Box 99, Mariposa, CA 95338. The Parties may update their respective addresses from time to time by providing a Notice in accordance with this Section. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees prepaid), facsimile or email (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only if (a) the receiving Party has received the Notice and (b) the Party giving the Notice has complied with the requirements of this Section.
7. LIABILITY. Each Party is responsible for its own acts or omissions and the negligent acts and omission of its respective employees, personnel, and agents, to the greatest extent allowed by law. The Applicant Agency shall promptly notify the Sub-Recipient of any claim against the Applicant Agency that relates to the Applicant Agency's performance under this Agreement.
8. DEBARMENT AND SUSPENSION. The Applicant Agency certifies, to the best of its knowledge and belief and after reasonable due diligence, that its principles and key personnel:
 - a. Are not presently suspended, debarred, declared ineligible, or voluntarily excluded from eligibility for covered transactions by any Federal department or agency;
 - b. Within the three (3)-year period preceding the execution of Agreement, have not been convicted of, or had a civil judgment rendered against them for:
 - i. Fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction;
 - ii. Violation of a Federal or State antitrust statute;
 - iii. Embezzlement, theft, forgery, bribery, falsification, or destruction of records; or
 - iv. False statements or receipt stolen property.
 - c. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated above.
 - d. Within a three (3)-year period preceding the execution of this Agreement, have not had any public transaction (Federal, State, or local) terminated for cause or default.
9. ENTIRE AGREEMENT: This Agreement, together with Exhibit A which is incorporated by reference, constitutes the sole and entire agreement of the Parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.

10. AMENDMENT: This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each Party to this Agreement, and any of the terms thereof may be waived, only by a written document signed by each Party to this Agreement or, in the case of waiver, by the Party or Parties waiving compliance.
11. GOVERNING LAW: This Agreement and all related documents, including all appendix, exhibits, or schedules attached hereto, and all matters arising out of or relating to this Agreement, whether sounding in contract, tort, or statute are governed by, and construed in accordance with, the laws of the State of California, without giving effect to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of California.
12. SEVERABILITY: If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.
13. EXECUTION IN COUNTERPART: This Agreement may be executed in multiple counterparts and by e-mail or facsimile signature, each of which shall be deemed an original and all of which together shall constitute one instrument.

14. GRANT ADMINISTRATION

Is the Applicant Agency a public institution? Yes _____ No _____

Applicant Agency must submit a completed IRS Form W-9 with the signed agreement.

Funds may be paid via electronic fund transfer or paper check. Applicant agency must state preference and submit the associated information.

_____ Electronic fund transfer Submit ACH banking information with the signed agreement

_____ Paper check Name of Payee _____
Mailing Address _____

(SIGNATURES BELOW)

IN WITNESS WHEREOF, each of the Parties has caused this MOU Agreement 2023-015 to be executed by its duly authorized representative on the day and year written below:

APPLICANT AGENCY:

County of Mariposa

By: _____
(SIGNATURE)

Name: Miles Menetrey

Title: Chair, Board of Supervisors

Date: _____

SUB-RECIPIENT:

HEALTH MANAGEMENT ASSOCIATES, INC.

By: _____
(SIGNATURE)

Name: _____

Title: _____

Date: _____



MARIPOSA COUNTY

Board of Supervisors



RESOLUTION - ACTION REQUESTED 2023-479

MEETING: September 12, 2023
TO: The Board of Supervisors
FROM: Joe Lynch, Director of Health and Human Services
RE: Approve an Agreement with National Council for Behavioral Health (National Council) in the Amount of \$11,000 for Consulting Services; and Authorize the Board of Supervisors Chair to Sign the Agreement

RECOMMENDATION AND JUSTIFICATION

Approve an Agreement with National Council for Behavioral Health (National Council) in the Amount of \$11,000 for Training and Consulting Services; and Authorize the Board of Supervisors Chair to Sign the Agreement.

The Health and Human Services Agency (HHS) has requested consulting services to provide a series of Collaborative Documentation Training with Train the Trainer for their clinical team members to assist their organization in meeting the CalAIM documentation expectations. Collaborative Documentation is an evidence-informed clinical practice in which the clinician documents all aspects of the clinical record with the consumer present. The consumer is privy to all documentation content and is afforded the opportunity to have their perspective documented as well. Collaborative Documentation has multiple demonstrated benefits including: improved client engagement; reduced no/show cancellations; improved medication adherence; support for sustainable compliance of core clinical documentation elements (assessments, treatment plans, progress notes). It also creates substantial clinical capacity, allows for real time documentation completion that supports care coordination and risk management, improves accuracy, and enhances the quality of clinician work life. The Collaborative Documentation Train the Trainer is designed to support organizations in their ability to provide their own internal Collaborative Documentation Training for new staff or as a refresher for previously trained staff. This program is also helpful to supervisors who will need the capacity to coach their clinical staff in maintaining quality Collaborative Documentation.

HHS agrees to pay National Council a total fixed amount not to exceed \$11,000 for the term effective July 3, 2023 through January 3, 2025.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board of Supervisors does not have a prior history with National Council for this specific purpose.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Non approval of this agreement places HHSA in a difficult situation to find an organization with the required competency to fulfill this requirement.

FINANCIAL IMPACT

There is no impact on the General Fund.

ATTACHMENTS

1. **Mariposa_County_Behavioral_Health_NCBH agreement**



MARIPOSA COUNTY

Board of Supervisors



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FINANCIAL IMPACT

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ATTACHMENTS

1. **Mariposa_County_Behavioral_Health_NCBH agreement**

VOTE RESULT

RESULT: **Adopted (UNANIMOUS)**

MOVER: District IV Supervisor Wayne Forsythe

SECONDER: District I Supervisor Rosemarie Smallcombe

AYES: District II Supervisor Poe, District I Supervisor Smallcombe, District IV Supervisor Forsythe, District V Supervisor Menetrey, District III Supervisor Toso

Contract No. 5620.2277

**NATIONAL COUNCIL FOR BEHAVIORAL HEALTH DBA "NATIONAL COUNCIL FOR MENTAL WELLBEING"
AGREEMENT TO PROVIDE CONSULTING SERVICES**

THIS AGREEMENT ("Agreement") is entered into between **NATIONAL COUNCIL FOR BEHAVIORAL HEALTH DBA "NATIONAL COUNCIL FOR MENTAL WELLBEING"** ("NATIONAL COUNCIL") and **COUNTY OF MARIPOSA, A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA, ON BEHALF OF ITS HEALTH AND HUMAN SERVICES AGENCY** ("CLIENT") as of **July 3, 2023** ("Effective Date"). CLIENT and NATIONAL COUNCIL may be referred to individually as a "Party" or collectively as the "Parties."

RECITALS

WHEREAS, NATIONAL COUNCIL has developed a coordinated system of providing consulting and technical assistance in the field of behavioral healthcare; and CLIENT wishes to enter into the Agreement in order to obtain these consulting and technical services.

WHEREAS, MTM Services ("Consultant") an independent contractor and the NATIONAL COUNCIL have partnered to provide a full range of consulting services to health care agencies, including without limitation, CBHOs, large health systems, managed care entities, and state and county behavioral health systems (collectively, "Health Care Agencies");

WHEREAS, CONSULTANT agrees to provide said training and consultation;

NOW THEREFORE, in consideration of the mutual promised contained herein, and other good and valuable consideration, CLIENT agrees to the following conditions:

AGREEMENTS

The Parties agree as follows:

1. NATIONAL COUNCIL's Duties. During the Term of this Agreement, NATIONAL COUNCIL will be responsible for the following:

1.1 Services. NATIONAL COUNCIL will provide to CLIENT the services ("Services") desired that are listed in Exhibit A. through Consultant an independent contractor and NATIONAL COUNCIL strategic partner.

1.2 Scope of Services. NATIONAL COUNCIL, through Consultant, will perform only the Services as described in Exhibit A, and will not perform any other services for CLIENT without written approval from CLIENT.

Contract No. 5620.2277

1.3 No Legal Advice. The Parties acknowledge that NATIONAL COUNCIL does not give legal advice and that NATIONAL COUNCIL has not been retained to render legal advice. CLIENT hereby acknowledges and agrees that any research, advice, materials, papers, working papers, drafts, presentations, webinars, representations, proposals, statements concerning any laws or regulations, opinions, recommendations, or information of any kind (collectively, "Work Product"), whether written or oral, provided by NATIONAL COUNCIL, or its Consultant, in connection with the Services does not constitute a warranty, guarantee or assurance that the Work Product will survive legal or regulatory challenge or scrutiny. CLIENT further acknowledges and agrees that:

- (a) NATIONAL COUNCIL is not undertaking a financial audit of CLIENT's operations or finances; and
- (b) NATIONAL COUNCIL is not responsible for:
 - (i) Billing errors made by CLIENT or its agents or employees; nor
 - (ii) Any matters that are not specifically disclosed or brought to the attention of NATIONAL COUNCIL during the Term of this Agreement.

NATIONAL COUNCIL is not undertaking any obligation to advise CLIENT of future changes in best practices, or state or federal laws or regulations that may have a bearing on the Services provided under this Agreement.

2. CLIENT Duties.

2.1 Fees and Payment. NATIONAL COUNCIL will submit billing reports, including all fees, business, and travel expenses, to CLIENT. As consideration for the Services, CLIENT will pay NATIONAL COUNCIL the applicable fees for such Services as provided in Exhibit A. If an invoice amount is equal to or greater than \$100,000 in value, CLIENT will send payment to the NATIONAL COUNCIL via Automated Clearing House ("ACH") transfers as hereby provided under Exhibit B. ACH Payment Instructions. If an invoice amount is less than \$100,000 in value, CLIENT shall send payment(s) via check to NATIONAL COUNCIL at the following lockbox address:

NATIONAL COUNCIL FOR MENTAL WELLBEING
P.O. Box 745709
Atlanta, GA 30374-5709.

2.2. Fees Due. CLIENT will pay NATIONAL COUNCIL for such Services within thirty (30) days of receiving an invoice.

Contract No. 5620.2277

2.3 Compliant with Law. CLIENT acknowledges that *if* a health care provider is funded, in part, by federal and/or state funds, it must comply with applicable federal and state laws including fraud and abuse laws. CLIENT represents and warrants as follows:

- (a) CLIENT is currently in compliance with all applicable federal, state and any applicable health care laws, including fraud and abuse laws;
- (b) CLIENT is not a target or subject of a federal or state criminal, civil or administrative investigation, action or proceeding, including a potential federal or state health care laws;
- (c) CLIENT is not a Party to a criminal, civil or administrative action or proceeding concerning a potential violation of federal or state health care laws;
- (d) CLIENT is not currently excluded, debarred, or suspended from participating in any federal or state health care programs.

During the Term of this Agreement, CLIENT shall take steps to ensure that it conducts its business in compliance with applicable federal and state health care laws. CLIENT shall immediately notify NATIONAL COUNCIL if it becomes the subject or target of a federal or state criminal, civil or administrative proceeding concerning a potential violation of any federal or state health care law or if it is excluded, debarred, or suspended from participation in a federal or state health care program.

2.4 Records. CLIENT will make all books, records, and personnel available to NATIONAL COUNCIL and Consultant as necessary for the performance of the Services. The Parties agree (a) to furnish upon request to each other such further information, (b) to execute and deliver to each other such other documents, and (c) to do such other acts and things, all as the other Party may reasonably request for the purpose of carrying out the intent of this Agreement and the Services.

2.5 Full Disclosure. CLIENT will fully disclose all information to NATIONAL COUNCIL and Consultant that is necessary for the performance of the Services.

2.6 Work Product. CLIENT understands, acknowledges, and agrees that Consultant owns all right, title, and interest in and to the intellectual property rights in work product (collectively, "Work Product") created pursuant to the Agreement and that CLIENT has no ownership interest in any such Work Product. Nothing herein transfers, or will be deemed to transfer to CLIENT, any of Consultant's ownership or intellectual property rights to any and all research, working papers and work product. Furthermore, CLIENT may not disclose any such Work Product to any third Party without Consultant's prior written consent.

3. Confidentiality.

Contract No. 5620.2277

3.1 Confidential Information. In connection with this Agreement, CLIENT may receive from NATIONAL COUNCIL or Consultant certain proprietary or confidential business information, databases, trade secrets, and innovations belonging to NATIONAL COUNCIL or Consultant (collectively, “Confidential Information”), the value of which might be lost if the confidentiality of such Confidential Information is not maintained. For the purposes of this Section, the contents of this Agreement and of any exhibits, schedules, addendums, and/or attachments are deemed Confidential Information.

3.2 Non-Disclosure of Confidential Information. CLIENT shall not disclose the Confidential Information of NATIONAL COUNCIL or MTM to anyone not a Party to this Agreement, nor shall CLIENT copy or reproduce any Confidential Information of NATIONAL COUNCIL or Consultant unless expressly authorized to do so by NATIONAL COUNCIL or Consultant in writing. CLIENT may disclose the Confidential Information of NATIONAL COUNCIL or Consultant only to its employees who have a need to know the Confidential Information in order to accomplish the purpose of this Agreement and who (i) have been informed of the confidential and proprietary nature of such Confidential Information; and (ii) have agreed not to disclose such Confidential Information to any other person or entity. In order to preserve and protect the confidential or proprietary nature of any Confidential Information and to prevent such Confidential Information from falling into the public domain or into the possession of persons not bound to maintain its confidentiality, CLIENT shall handle the Confidential Information with the same degree of care that CLIENT uses to protect its own confidential information, but no less than reasonable care. CLIENT agrees that its obligations under this section 3.2 will survive for three (3) years after termination of this Agreement. Notwithstanding anything to the contrary above, if CLIENT receives any of NATIONAL COUNCIL’s or Consultant’s trade secrets, CLIENT agrees that it will handle the trade secrets with the same degree of care that CLIENT uses to keep secret its own trade secrets, but no less than reasonable care, and CLIENT is obligated to keep NATIONAL COUNCIL’s or Consultant’s trade secrets secret until such time as such trade secrets become publicly known, through no fault of CLIENT.

3.3 Limitation. The confidentiality provisions of this Agreement will not apply to:

- (a) information which at the time of disclosure is generally known to the public; or
- (b) information which after disclosure by either Party becomes published or generally available to the public, otherwise than through any act or omission on the part of the Parties; or
- (c) information which either Party can show was in its possession at the time of disclosure and which was not acquired directly or indirectly from the other Party and at the time was not under pledge of secrecy; or

Contract No. 5620.2277

(d) information rightfully acquired from others who did not obtain it under pledge of secrecy to either Party; or

(e) information required to be disclosed pursuant to a court, federal regulatory agency, or state regulatory agency order, or required to be disclosed pursuant to any federal or state statutory or regulatory provision, provided the Party provides the other Party with five (5) business days written notice of such disclosure.

3.4 Remedy. In the event CLIENT breaches or threatens to breach any of the provisions of Section 3 of this Agreement, NATIONAL COUNCIL is entitled to an injunction restraining CLIENT from disclosing any such information or knowledge. Nothing contained herein will be construed as prohibiting or in any way limiting NATIONAL COUNCIL from pursuing any other remedy available to NATIONAL COUNCIL for such breach or threatened breach, including the recovery of damages from CLIENT.

3.5 Electronic Communications. The Parties will take all reasonable precautions to assure that all electronic communications, including but not limited to electronic mail (e-mail) and facsimiles, remain confidential and secure.

3.6 Marketing. CLIENT agrees that NATIONAL COUNCIL may add CLIENT's name to its CLIENT list for marketing purposes. The scope of work performed for CLIENT by NATIONAL COUNCIL will not be publicized without prior approval by CLIENT.

4. Term and Termination.

4.1 Term. The term of the Agreement will begin as of the Effective Date and will continue through and including **January 3, 2025** ("Term"). Either Party may terminate this Agreement prior to the expiration of the Term by providing at least thirty (30) days' prior written notice to the other Party of the intent to terminate this Agreement, which notice shall include the Effective Date of termination ("Termination Date"). In the event that CLIENT terminates this Agreement within thirty (30) days of the Consultation Date(s) as set forth on this Exhibit A, CLIENT shall (a) reimburse NATIONAL COUNCIL for all fees and expenses incurred by NATIONAL COUNCIL and Consultant up to the Termination Date in accordance with the billing procedures set forth in this Agreement and (b) in addition, if, during the thirty (30) day notice period, NATIONAL COUNCIL is unable to reschedule the Consultant to provide Services to another CLIENT on the Consultation Date(s), CLIENT shall pay NATIONAL COUNCIL the full amount due to NATIONAL COUNCIL for any Consultation Date(s) for which NATIONAL COUNCIL is unable to reschedule Consultant.

4.2 Survival. CLIENT's obligations under the following headings will survive the termination of this Agreement:

Contract No. 5620.2277

- Term and Termination
- Notices
- Indemnification
- Confidentiality
- Governing laws
- Disputes
- Venue
- Waiver of Trial by Jury
- Entire Agreement

5. Notices. Notice will be deemed given upon receipt of the notice. Any notices to be given by either Party under this Agreement will be sent by United States Postal Service, postage prepaid, certified, return receipt requested, or delivered by email (with confirmed receipt) and addressed to the other Party as set forth below:

Notices to **NATIONAL COUNCIL FOR BEHAVIORAL HEALTH DBA NATIONAL COUNCIL FOR MENTAL WELLBEING** will be addressed as follows:

Alaleh Banafshe, Contracts Director
NATIONAL COUNCIL FOR BEHAVIORAL HEALTH DBA NATIONAL COUNCIL FOR MENTAL WELLBEING
1400 K Street NW, Suite 400
Washington, DC 20005
202-748-8786
AlalehB@TheNationalCouncil.org

Notices **COUNTY OF MARIPOSA, A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA, ON BEHALF OF ITS HEALTH AND HUMAN SERVICES AGENCY** will be addressed as follows:

Laura Glenn, Administrative Analyst II
COUNTY OF MARIPOSA, A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA, ON BEHALF OF ITS
HEALTH AND HUMAN SERVICES AGENCY
5362 Lemee Lane, Mariposa, Ca 95338
P.O. Box 99, Mariposa, Ca 95338
209-347-6001
lglenn@mariposacounty.org

6. Miscellaneous.

6.1 Interpretation; Counterparts. This Agreement is the result of negotiations between the Parties and, accordingly, will not be construed for or against either Party regardless of which Party drafted this Agreement or any portion thereof. The Article and Section headings contained in this Agreement are for

Contract No. 5620.2277

the convenience of reference only, and will not affect the meaning or interpretation of any provision hereof. This Agreement may be executed in several counterparts, all of which taken together will constitute a single binding Agreement between the Parties. For ease of execution, electronic copies of signature pages sent via facsimile or email will be deemed to bind the Parties as if they exchanged “wet” signatures.

6.2 Severability. In the event any term or provision of this Agreement is declared to be invalid or illegal for any reason, this Agreement will remain in full force and effect and the same will be interpreted as though such invalid and illegal provision were not a part thereof. The remaining provisions will be construed to preserve the intent and purpose of this Agreement and a court of competent jurisdiction may modify such provisions held to be invalid or illegal to preserve each Party’s anticipated benefits thereunder.

6.3 Binding Effect; Assignment. The Agreement will be binding on the Parties and their respective successors and permitted assigns. Neither Party may assign this Agreement, in whole or in part, without the prior written consent of the other (which consent will not be unreasonably withheld or delayed); provided however, that NATIONAL COUNCIL may assign this Agreement, in whole or in part, to any entity that controls, is controlled by, or is under common control with NATIONAL COUNCIL, or to any company that purchases all, or substantially all, of NATIONAL COUNCIL’s assets.

6.4 Independent Contractors. CLIENT, NATIONAL COUNCIL and Consultant are separate and independent entities. The relationships between CLIENT, NATIONAL COUNCIL and Consultant are purely contractual and neither CLIENT, NATIONAL COUNCIL nor Consultant or their employees or agents, will be considered the employee or agent of any other.

6.5 Waiver. No obligation of either Party under this Agreement may be waived except by mutual written Agreement of both Parties. The failure of a Party, at any time, to enforce any provision of this Agreement will not be construed as a waiver of that provision. Until each Party has completely performed all of its obligations under this Agreement, the other Party will be entitled to invoke any remedy available to it under this Agreement or at law. Furthermore, a waiver of one provision of this Agreement will not be construed as a waiver of any other provision, nor will it be construed as a waiver of the same or similar provisions in the future.

6.6 Third Parties. No term or provision of this Agreement is for the benefit of any person who is not a Party hereto (with exception of Consultant), and no such Party will have any right or cause of action hereunder.

6.7 Conflict of Interest. The Parties hereto agree that they will adhere to the following:

- (a) CLIENT agrees that during the term of this Agreement and for a period of twelve (12) months following the termination of this Agreement CLIENT shall not make any solicitation to employ or to

Contract No. 5620.2277

otherwise hire NATIONAL COUNCIL's or Consultant's personnel without the written consent of NATIONAL COUNCIL or Consultant.

(b) CLIENT affirms, to the best of his/her knowledge, no actual or potential financial conflict of interest exists between Consultant's family, business and the services provided under this Agreement. In the event of change in private interests during the Term of this Agreement, or any question regarding possible conflict of interest, CLIENT will bring the facts/questions immediately to the attention of NATIONAL COUNCIL.

(c) CLIENT shall not be a near relative to a NATIONAL COUNCIL employee, who is in a decision-making position, with respect to CLIENT's performance under this Agreement.

6.8 Indemnity. Each Party to this Agreement shall indemnify, defend, and hold harmless the other Party from and against any and all third party liabilities, including demands, actions, judgments, appeals, costs, and reasonable counsel fees, arising out of this Agreement, except as a result of either Party's gross negligence, willful misconduct, or bad faith.

6.9 Limitation of Liability.

Except for a breach in confidentiality and gross negligence, in no event will:

- (i) **NATIONAL COUNCIL BE HELD LIABLE TO CLIENT FOR ANY INDIRECT, SPECIAL INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, WHETHER BASED ON BREACH OF CONTRACT, TORT OR OTHERWISE, ARISING FROM OR RELATED TO THIS AGREEMENT, WHETHER OR NOT CLIENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR**
- (ii) NATIONAL COUNCIL be liable to CLIENT for attorney's fees and related costs incurred by CLIENT, except for NATIONAL COUNCIL's indemnification obligations set forth above, or
- (iii) The aggregate amount of liability of NATIONAL COUNCIL and Consultant for damages or allowed damages under or in connection with this Agreement, whether in contract, tort, or any other legal theory, shall not exceed the total amounts paid or payable by CLIENT hereunder.

6.10 Force Majeure. Except for payment of sums due (which can never be excused by force majeure), neither Party shall be liable to the other nor deemed in default under this Agreement if and to the extent that such Party's performance of this Agreement is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the Party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; terrorism, and events related to such acts; pandemic; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts; or failures or refusals to act by government

Contract No. 5620.2277

authority; and other similar occurrences beyond the control of the Party declaring force majeure which such Party is unable to prevent by exercising reasonable diligence.

(a) Force majeure shall not include the inability of either the Consultant or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits under the terms of this Agreement.

(b) If either Party is delayed at any time in its obligations under this Agreement by force majeure, the delayed Party shall notify the other Party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be sent in accordance with Section 5 above, and shall make a specific reference to this Section 6.10(b), thereby invoking its provisions. The delayed Party shall use its best efforts to cause such delay to cease as soon as practicable and shall notify the other Party in accordance with Section 5 above when it has done so. The time of completion of the delayed Party's obligations shall be automatically extended for a period of time equal to the time of the force majeure.

6.11 Safety Precautions. In the event of health threats as determined by the World Health Organization, the Centers for Disease Control, or local government authority or health agencies (including but not limited to the health threats of COVID-19, H1N1, or other similar infectious diseases), curtailment of transportation facilities, or other similar occurrence beyond the control of the NATIONAL COUNCIL, where any of those factors, circumstances, situations, or conditions or similar ones prevent, dissuade, or unreasonably delay the performance of the Agreement, NATIONAL COUNCIL may at its sole discretion provide the Services virtually to the CLIENT.

6.12 Governing Law. This Agreement will be governed by the laws of the District of Columbia (without regard to its conflict of laws provisions).

6.13 Dispute resolution. The Parties will attempt in good faith to resolve any dispute or claim arising out of or in relation to this Agreement through negotiations between a director of each of the Parties with authority to settle the relevant dispute. If the dispute cannot be settled amicably within thirty (30) days from the date on which either Party has served written notice on the other of the dispute then the aggrieved Party must commence an action, suit or proceeding in a court of competent jurisdiction in the District of Colombia.

6.14 Venue. In the event of litigation, venue for any claim shall lie exclusively in a court of competent jurisdiction in the District of Columbia. Each Party: (a) agrees that it is subject to the exclusive jurisdiction of such courts, (b) expressly waives any and all arguments that such courts are inappropriate or inconvenient, and (c) shall be responsible for its own attorneys' fees and costs for such litigation.

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6.15 Waiver of Trial by Jury. Each Party irrevocably waives, to the maximum extent permitted by law, all rights to trial by jury and all rights to immunity by sovereignty or otherwise in any action, proceeding or counterclaim arising out of or relating to this Agreement. If a Party fails to withdraw a request for a jury trial in a lawsuit arising out of this Agreement after written notice by the other Party of violation of this Section, the Party making the request for jury trial shall be liable for the reasonable attorneys' fees and costs of the other Party in contesting the request for jury trial, and such amounts shall be awarded by the court in adjudicating the motion.

6.16 Amendment. Except as otherwise stated in this Agreement, this Agreement may only be amended by a writing properly executed by duly authorized representatives of both Parties.

6.17 Entire Agreement. This contract constitutes the entire agreement between CLIENT and the NATIONAL COUNCIL. There are no other oral or written Agreements relating to the subject matter of the Contract, unless expressly referred to herein. This Contract may only be modified or amended by written document expressly describing any such modification or amendment, signed by both Parties. Any headings preceding the text of the several Sections and subparagraphs of this Agreement are inserted solely for convenience of reference and shall not constitute a part of this Agreement **nor shall they affect its meaning**, construction, or effect.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly authorized officers or agents as of the Effective Date.

NATIONAL COUNCIL FOR BEHAVIORAL HEALTH
DBA NATIONAL COUNCIL FOR MENTAL WELLBEING

By: _____
Charles Ingolia
President and CEO

Date

COUNTY OF MARIPOSA, A POLITICAL SUBDIVISION OF THE STATE
OF CALIFORNIA, ON BEHALF OF ITS HEALTH AND HUMAN SERVICES AGENCY

By: _____
Auth. Signatory: Miles Menetrey
Title: Chair, Board of Supervisors

Date

EXHIBIT A DESCRIPTION OF SERVICES

1. **NATIONAL COUNCIL Obligations.** Below is a listing of Services to be provided under the Agreement for this Engagement:

1.1 **Michael Flora**, and/or other MTM Services Consultant(s), will provide the following consultation on mutually agreed upon date(s) (the "Consultation Date(s)"). Scope of work includes the following:

MARIPOSA COUNTY BEHAVIORAL HEALTH has requested MTM services provide a series of Collaborative Documentation Training with Train the Trainer for their clinical team members to assist their organization in meeting the CalAIM documentation expectations.

MTM Services utilizes a modular costing structure to deliver the appropriate amount of consultation time needed for Mariposa County Behavioral Health to achieve optimum results--and we won't leave you on your own to figure out how to maximize your outcomes with our tools. Most of our consultation packages include a support element to ensure successful implementation of our training and consultation concepts. The following outline describes the customizable modules recommended based on the information gathered in conversations with the leadership team at MARIPOSA COUNTY BEHAVIORAL HEALTH.

Collaborative Documentation and Integrated Core Clinical Documentation Compliance Training with Train the Trainer

Collaborative Documentation is an evidence informed clinical practice in which the clinician documents all aspects of the clinical record with the consumer present. The consumer is privy to all documentation content and is afforded the opportunity to have their perspective documented as well. Collaborative Documentation has multiple demonstrated benefits including: improved client engagement; reduced no/show cancellations; improved medication adherence; support for sustainable compliance of core clinical documentation elements (assessments, treatment plans, progress notes). It also creates substantial clinical capacity, allows for real time documentation completion that supports care coordination and risk management, improves accuracy, and enhances quality of clinician work life. The Collaborative Documentation Train the Trainer is designed to support organizations in their ability to provide their own internal Collaborative Documentation Training for new staff or as a refresher for previously trained staff. This program is also helpful to supervisors who will need the capacity to coach their clinical staff in maintaining quality Collaborative Documentation.

Consultants –

The Consultants for this workplan are listed below in alphabetical order. To see their resume and qualifications, please visit – <https://www.mtmservices.org/our-team>

1. Michael Flora, MBA, M.A.Ed, LCPC

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The timeframe below reflects that the team at Mariposa County Behavioral Health will be supported by Michael Flora and other MTM experts through learning, implementation and refinement of our solutions. These modules present a fixed cost to support organizations in planning for exact expenditures. Based upon the information gathered in our planning meeting and identified in the above Scope of Work section, we recommend the following specific activities and implementation time frame:

Collaborative Documentation and Integrated Core Clinical Documentation Compliance Training with Train the Trainer

- Pre-training web-based planning meeting with the consultant and organizational leadership/project team
- Review of samples of redacted charts prior to training
- Morning onsite training for up to 50 clinical staff members which demonstrates benefits of collaborative documentation and provides the skills that will allow participants to successfully implement collaborative documentation upon completion of the training day. Specific rules and definitions of key documentation compliance elements are highlighted in the training with examples to support participants confidently producing clinically compliant documentation - training may be provided virtually
- Provision of pilot implementation tools, client and staff surveys, and training handouts.
- Post training follow-up coaching and Q&A and access to specialized services consultation (e.g. Prescribers, Staff Serving Children and Families, etc.)
- Train the Trainer will be completed as part of a separate virtual training with prospective trainers and/or supervisors who attended the morning session to discuss key training elements and strategies as well as to answer questions about particular implementation challenges. NOTE: Participants (prospective trainers and/or supervisors) must have been present at the intensive training program.
- Participants who attended the morning onsite intensive Collaborative Documentation Training receive access to the original Collaborative Documentation detailed slides (restricted for use only within their organization).
- Access to copyright protected data capture, calculation and report tools that save teams time and money when implementing these kinds of changes
- Price includes all project management and research hours outside of the team's Internet/Face to face meetings, the hours needed to complete the data and operational analysis for the project outside of the team's Internet/Face to face meetings.
- Generate a significant Risk Reduction
- Ultimate result of the consultation will be a significant savings on time spent in processes versus what is happening now.
- Support staff hours required to help manage the project, schedule the project, etc.

Timeframe: 1-3 months: 1 month for planning meeting, chart review, and onsite training. Up to 2 additional months for post training consultation as requested by the organization.

Cost: \$11,000 Fixed cost payable at the beginning of the project + any associated travel costs.

2. Client Obligations.

2.1 **Fees.** CLIENT agrees to pay NATIONAL COUNCIL a total fixed amount of **\$11,000.00** for consultation by Consultant and for work performed under this Agreement:

Quantity	Cost	Module	Total
1	\$11,000	Collaborative Documentation and Integrated Core Clinical Documentation Compliance Training with Train the Trainer	\$11,000.00
Total for This Package Only			\$11,000.00

2.2 **Costing Policy:** Unused time from the meetings listed above does not carry over and all hours/days will expire eighteen (18) months from the start of Consultation. NATIONAL COUNCIL is unable to provide refunds after the first planning meeting and release of the MTM Tools.

(a) Hours beyond what are outlined in modules above may be added to the Agreement with written approval of the CLIENT at a rate of \$365 per hour. For onsite consultations or trainings, the cost of our modules does not include travel expenses due to their variability. We charge standard and reasonable travel expenses with no mark up to our CLIENTS.

(b) Should CLIENT's priorities shift, a request for module change for another and/or if additional work is requested or needed, MTM will discuss budget and timeline implications with CLIENT. Once Parties agree to the requested changes, CLIENT will send NATIONAL COUNCIL and/or MTM a written authorization to begin work.

2.3 **Expenses.** Client will reimburse usual and customary travel and business expenses related to the Services. Travel and business expenses include, but are not limited to, coach airfare, lodging, mileage at the IRS approved rate, rental cars, meals, telephone, printing, and postage expenses directly related to the Services. NATIONAL COUNCIL will provide an itemized accounting of expenses with the invoice; receipts are not furnished unless requested in writing at the time of the execution of the Agreement. Payment of invoices for expenses are due upon receipt. Balances outstanding more than thirty (30) days are subject to interest at the rate of 1.5% per month (or the highest amount allowable by law, whichever is less).

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**AUTOMATED CLEARING HOUSE (“ACH”)
PAYMENT INSTRUCTIONS**

To initiate an ACH/Wire transfer payment(s), all payment(s) to the following bank account:

Name of Financial Institution:	Bank of America
Bank Account Number:	004463756450
Name on Bank Account:	National Council for Behavioral Health
Routing Number for ACH:	052001633
Routing Number for Wire Transfer:	026009593
Address of Financial Institution:	12099 Rockville Pike, Rockville, MD 20852
Remittance Email:	Accountsreceivable@thenationalcouncil.org
Invoice Number:	Please include National Council’s invoice number on all payments



MARIPOSA COUNTY

Board of Supervisors



RESOLUTION - ACTION REQUESTED 2023-480

MEETING: September 12, 2023
TO: The Board of Supervisors
FROM: Joe Lynch, Director of Health and Human Services
RE: Approve Certificates of Compliance for the Veterans Affairs Subvention Program and Medi-Cal Cost Avoidance Program for Fiscal Year 2023-24; and Authorize the Board of Supervisors Chair to Sign the Certificates

RECOMMENDATION AND JUSTIFICATION

Approve Certificates of Compliance for the Veterans Affairs Subvention Program and Medi-Cal cost Avoidance Program for Fiscal Year 2023-24; and Authorize the Board of Supervisors Chair to Sign the Certificates.

These are annual documents that must be renewed each fiscal year in order for the County of Mariposa to receive compensation for our Veterans Services Office paid by the State of California for the County Subvention Program and Medi-Cal Cost Avoidance Program.

BACKGROUND AND HISTORY OF BOARD ACTIONS

Historically, the Board of Supervisors has approved and Board Chair signed the documents every year.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

1. Funding from the State of California for the Veterans' Services Officer position in the County of Mariposa would be terminated.
2. Veterans, their dependents, and their survivors in Mariposa County could be deprived of assistance if filing for their rights to any privilege, preference, care or compensation provided for by the laws of the United States or the State of California.

FINANCIAL IMPACT

Funding from the State of California for the Veterans Services Officer position in the County of Mariposa would be terminated if the Certificates of Compliance are not approved, which would increase the cost to the County's General Fund for the continued operation of this program.

ATTACHMENTS

1. Annual Subvention Certificate of Compliance FY 2023-24
2. Medi-Cal Cost Avoidance Certificate of Compliance FY 2023-24



MARIPOSA COUNTY

Board of Supervisors



RESOLUTION - ACTION REQUESTED 2023-480

MEETING: September 12, 2023
TO: The Board of Supervisors
FROM: Joe Lynch, Director of Health and Human Services
RE: Approve Certificates of Compliance for the Veterans Affairs Subvention Program and Medi-Cal Cost Avoidance Program for Fiscal Year 2023-24; and Authorize the Board of Supervisors Chair to Sign the Certificates

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ATTACHMENTS

1. Annual Subvention Certificate of Compliance FY 2023-24
2. Medi-Cal Cost Avoidance Certificate of Compliance FY 2023-24

VOTE RESULT

RESULT: Adopted (UNANIMOUS)

MOVER: District IV Supervisor Wayne Forsythe

SECONDER: District I Supervisor Rosemarie Smallcombe

AYES: District II Supervisor Poe, District I Supervisor Smallcombe, District IV Supervisor Forsythe, District V Supervisor Menetrey, District III Supervisor Toso

DEPARTMENT OF VETERANS AFFAIRS

1227 O Street
SACRAMENTO, CALIFORNIA 95814
Telephone: (800) 952-5626



Annual Subvention Certificate of Compliance
Fiscal Year 2023/2024

Charge:

Funds are distributed under this program to counties as partial reimbursement for expenses incurred in the operation of the County Veterans Service Office. Funds are distributed according to Military and Veterans Code Sections 972, and 972.1, a State General Fund Expenditure, and 972.2 a Special Fund Expenditure.

County Certification:

I certify that Mariposa County County has appointed a veteran to serve as the County Veterans Service Officer according to California Code of Regulations Title 12, Subchapter 4. This County Veterans Service Officer will administer the aid provided for in Military and Veterans Code Division 4, Chapter 5. This County Veterans Service Officer must achieve and maintain accreditation from the California Department of Veterans Affairs within 18 months of employment or within 18 months of the County Veterans Service Officer position becoming vacant, whichever occurs first. Veterans Service Representative staff filing claims must also achieve and maintain accreditation from the California Department of Veterans Affairs within 18 months of employment.

I certify that the County Veteran Service Officer will assist every veteran of the United States, as well as their dependents and survivors, in presenting and pursuing such claim as they may have against the United States. The County Veterans Service Officer and all accredited staff will also assist in establishing veterans, dependents and survivors' rights to any privilege, preference, care or compensation provided for by the laws and regulations of the United States, the State of California, or any local jurisdiction.

I certify that information contained within the VetPro database will not be distributed to any entity outside of the County Veteran Service Office, including other County Departments. Additionally, I certify that all College Fee Waiver Approval and Denial letters will be generated within the VetPro database. I also authorize the County Veterans Service Officer to actively participate in the promotion of the California Veterans License Plate program.

I certify that this county, through the County Veterans Service Office, will maintain records for audit. These records will be maintained for a minimum of two years. The county agrees to submit reports in accordance with the procedures and timelines established by CalVet and in accordance with the *CalVet Procedure Manual for Subvention and Medi-Cal Cost Avoidance* for the current state fiscal year. The County Veterans Service Officer will permit CalVet representatives to inspect all records upon request.

Date

SCAN AND UPLOAD THIS COMPLETED FORM VIA AGENCY ATTACHMENTS IN VETPRO

DEPARTMENT OF VETERANS AFFAIRS

1227 O Street
SACRAMENTO, CALIFORNIA 95814
Telephone: (800) 952-5626



Annual Medi-Cal Cost Avoidance Certificate of Compliance
Fiscal Year 2023/2024

I certify that Mariposa County County has appointed a County Veterans Service Officer (CVSO) in compliance with California Code of Regulations, Title 12, Subchapter 4. Please consider this as our application to participate in the Medi-cal Cost Avoidance Program authorized by Military and Veterans Code Section 972.5

I understand and will comply with the following:

1. All activities of the CVSO for which payment is made by the CalVet under this agreement will reasonably benefit the Department of Health Care Services (DHCS) or realize cost avoidance to the Medi-Cal program. All State and County Medi-Cal Eligibility Workers who generate a Form MC 05 (Military Verification and Referral form) will be instructed to indicate the applicant's Aid Code on the face of the form.
2. All monies received under this agreement shall be allocated to and spent on the salaries and expenses of the CVSO.
3. This agreement is binding only if federal funds are available to CalVet from the DHCS.
4. The CVSO is responsible for administering this program in accordance with California Code of Regulations, Title 12, Subchapter 4 and *the CalVet Procedure Manual for Subvention and Medi-Cal Cost Avoidance* for the current state fiscal year.

Date

SCAN AND UPLOAD THIS COMPLETED FORM VIA AGENCY ATTACHMENTS IN VETPRO



MARIPOSA COUNTY

Board of Supervisors



RESOLUTION - ACTION REQUESTED 2023-481

MEETING: September 12, 2023
TO: The Board of Supervisors
FROM: Joe Lynch, Director of Health and Human Services
RE: Approve an Agreement with Campora for Propane Services; and Authorize the Board of Supervisors Chair to Sign the Agreement

RECOMMENDATION AND JUSTIFICATION

Approve an Agreement with Campora for Propane Services; and Authorize the Board of Supervisors Chair to Sign the Agreement.

The County will have a one-year agreement with Campora to supply propane and equipment to the Health and Human Services Agency (HHSA). The Agreement shall continue from the effective date for the initial one year and will automatically renew on a year to year basis unless terminated at the end of the year by Campora or HHSA.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board of Supervisors does not have a prior history with Campora.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Failure to approve the agreement documents runs the risk of creating unsafe working environments for an HHSA client.

FINANCIAL IMPACT

There is no impact on the General Fund.

ATTACHMENTS

1. LP GAS SALES AGREEMENT FOR 5036 COUNTY PARK RD #B MARIPOSA CA
2. NEW CUSTOMER CREDIT APPLICATION



MARIPOSA COUNTY

Board of Supervisors



RESOLUTION - ACTION REQUESTED 2023-481

MEETING: September 12, 2023
TO: The Board of Supervisors
FROM: Joe Lynch, Director of Health and Human Services
RE: Approve an Agreement with Campora for Propane Services; and Authorize the Board of Supervisors Chair to Sign the Agreement

RECOMMENDATION AND JUSTIFICATION

Approve an Agreement with Campora for Propane Services; and Authorize the Board of Supervisors Chair to Sign the Agreement.

The County will have a one-year agreement with Campora to supply propane and equipment to the Health and Human Services Agency (HHSA). The Agreement shall continue from the effective date for the initial one year and will automatically renew on a year to year basis unless terminated at the end of the year by Campora or HHSA.

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FINANCIAL IMPACT

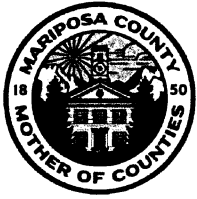
There is no impact on the General Fund.

ATTACHMENTS

1. LP GAS SALES AGREEMENT FOR 5036 COUNTY PARK RD #B MARIPOSA CA
2. NEW CUSTOMER CREDIT APPLICATION

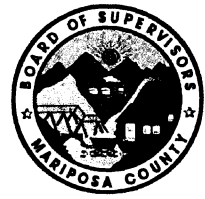
VOTE RESULT

RESULT: Adopted (UNANIMOUS)
MOVER: District IV Supervisor Wayne Forsythe
SECONDER: District I Supervisor Rosemarie Smallcombe
AYES: District II Supervisor Poe, District I Supervisor Smallcombe, District IV Supervisor Forsythe, District V Supervisor Menetrey, District III Supervisor Toso



MARIPOSA COUNTY

Board of Supervisors



MEETING: September 12, 2023
TO: The Board of Supervisors
FROM:
RE: Approve an Agreement with Campora for Propane Services; and Authorize the Board of Supervisors Chair to Sign the Agreement

RECOMMENDATION AND JUSTIFICATION

Approve an Agreement with Campora for Propane Services; and Authorize the Board of Supervisors Chair to Sign the Agreement.

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FINANCIAL IMPACT

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ATTACHMENTS

1. LP GAS SALES AGREEMENT FOR 5036 COUNTY PARK RD #B MARIPOSA CA
2. NEW CUSTOMER CREDIT APPLICATION

LP GAS SALES AGREEMENT

Name(s) of Customer County of Mariposa	Account Number	Home Telephone Number -	
Email Address	Business Telephone Number (209) 966-2000	Cellular Telephone Number	
Billing Address P.O. Box 99	City Mariposa	State CA	Zip Code 95338
Delivery Address (Premises) 5036 County Park Road	City Mariposa	State CA	Zip Code 95338
Name(s) of Property Owner	Home Telephone Number		
Property Owner Mailing Address 5362 Lemee Lane	City Mariposa	State CA	Zip Code 95338

EQUIPMENT*:

	MAKE	SERIAL #	SIZE (in Gallons)	CAMPORA OWNED	CUST. OWNED
TANK		173085	499	✓	
TANK					
METER					

 ADDITIONAL EQUIPMENT
 OWNED BY CAMPORA:

*With the Execution of this Agreement, both Customer and Property Owner acknowledge that the Equipment, as indicated above as Campora Owned, is the property of Campora Propane Service (hereinafter called Campora). Failure of Customer and/or Property Owner to purchase their LP Gas requirements for the above location from Campora shall give Campora the right to immediately remove its equipment from the Premises. If the Equipment disappears and/or is damaged from any cause (other than normal wear and use), Customer or Property Owner shall pay to Campora the cost for repairing or replacing the Equipment as specified by Campora.

INITIAL PRICE AND FEES:**

INITIAL GAS PRICE:	\$	FIRST FILL	SECURITY DEPOSIT:	\$	0.00
INSTALLATION AND/OR SYSTEM INSPECTION FEE:	\$	N/A	EARLY TERMINATION FEE†:	\$	115.00
TYPE OF SERVICE (SEE REVERSE FOR TERMS):	☐	BULK SERVICE:	ACCOUNT/TANK RENT FEE:	\$	115.00
	☐	METER SERVICE:	MONTHLY MINIMUM METER FEE:	\$	
		RENEWAL PERIOD:	☐ ANNUAL ☒ OTHER:		1st 6mo free rent

**Campora also reserves the right to charge additional fees under appropriate circumstances and when not prohibited by law. Fees may include but are not limited to: hazardous material fees, emergency deliveries, final read fees, equipment removal, pump out and/or restocking fees. Prices and fees in effect as of Agreement Date are subject to change without notification. Campora may increase/decrease its price and fees as reasonably needed due to market fluctuations and other factors. Current price and fees will be available at the local Campora office. †Early Termination Fee shall be payable if Customer terminates this Agreement prior to Initial Term.

TERMS ON REVERSE SIDE ARE INCORPORATED HEREIN BY REFERENCE AND HAVE BEEN READ BY, AND SHALL BE BINDING ON, THE UNDERSIGNED. THIS AGREEMENT SHALL BE BINDING ON THE PARTIES AS OF THE DATE EXECUTED BY CAMPORA. THE UNDERSIGNED AGREE THAT FACSIMILE SIGNATURES SHALL BE BINDING. THE UNDERSIGNED AGREE THAT ALL FUEL SALES, ACCOUNT FEES AND TANK RENT FEES ARE FINAL, NON-REFUNDABLE AND NON-TRANSFERABLE.

07/25/2023

Date

Campora Propane Service Representative Signature

Marlo Burghardt C.S.R.

Print Name and Title

OAK-3

Branch Name / #

Date

Customer(s) Signature***

Miles Menetrey, Chair

Property Owner Signature (If not Customer)

***BY SIGNING THIS AGREEMENT CUSTOMER AGREES ALL FUEL SALES, ACCOUNT FEES, AND TANK RENT FEES ARE FINAL, NON-REFUNDABLE, AND NON-TRANSFERABLE.

SEE REVERSE SIDE FOR ADDITIONAL TERMS

1. This Agreement shall continue for an Initial Term of one (1) year from the Agreement Date and shall automatically renew on a year to year basis unless terminated at the end of the initial year by Campora or Customer with thirty (30) days prior written notice to the other party. This Agreement may be terminated without further notice by Campora for any safety violation not remedied, in the event of Customer's failure to comply with any other agreement with Campora, or if Customer shall fail to make payment to Campora in accordance with its payment terms applicable to Customer. This Agreement shall terminate upon the filing of either a voluntary or involuntary petition for relief of Customer under the Bankruptcy Act. Customer shall remain responsible under this Agreement until it notifies Campora that it is no longer occupying the Premises. Upon termination, Customer shall be solely responsible to pay for all costs associated with removal of Campora Equipment.
2. Customer shall purchase all LP Gas requirements for the Premises from Campora for the duration of this Agreement. Customer requests Campora to provide LP Gas and service at the Premises and to provide the Equipment as indicated in this Agreement for use at the Premises. Customer and Property Owner agree that Campora's representatives may enter upon the Premises for the purpose of making deliveries of LP Gas, the right to remove the equipment upon termination of the agreement, for access to Equipment into which the LP Gas is to be delivered, and for any other purpose related to this Agreement.
3. Payment is due in full upon Customer's receipt of Campora's Invoice or Statement, whichever is earlier. Campora reserves the right to place a hold on LP Gas deliveries and/or disconnect Campora Equipment, without notice, if the Customer's account is not paid in full within thirty (30) days of the delivery or meter reading date. Equipment that has been disconnected may be subject to fees to reconnect service. **A Finance Charge will be assessed on any balance of \$5.00 or more not paid within thirty (30) days of the delivery or meter reading date. The Finance Charge will be calculated based upon an interest rate of 1.50% per month, 18% per annum on the overdue or average daily balance beginning from the earlier of the Invoice or Statement Date. The minimum Finance Charge will be \$1.50.** Campora shall have the right to require payment in advance, at time of delivery, or require a security deposit, if Customer's credit is deemed unsatisfactory at any time for any reason.
4. If a Security Deposit is required on the Customer account, the Security Deposit will be retained by Campora and applied to any balance owing on the Customer account upon termination of this Agreement.
5. Campora's Equipment is not to be filled by, moved, handled or tampered with in any manner by anyone not authorized by Campora. Customer must notify Campora immediately of the existence of any unsafe or dangerous condition on the premises that may affect the LP Gas system. Customer agrees to pay for any service repairs, including parts, to equipment owned by the Customer, if offered, in accordance with mutually agreed upon labor rates and equipment charges.
6. Customer shall provide Campora full, safe, and unobstructed access to deliver to and/or service Equipment. Access to the Equipment must safely accommodate the weight of the delivery truck. This includes, but is not limited to, driveways and customer owned bridges. Campora assumes no responsibility for any damages to Customer/Owner's property caused by Customer's breach of Agreement to provide safe and unobstructed access. Campora is not responsible for damage caused by the LP Gas or Equipment as a result of conditions beyond Campora's control.
7. Customer agrees to indemnify and hold Campora harmless from any and all claims, liability, injury, damage, loss or expense resulting from Customer's use of Campora Equipment or unauthorized servicing or tampering of Campora Equipment. Campora shall not be liable to Customer, Customer's employees or any third party for personal injury, property, or other damage, loss or expense unless resulting from the sole negligence of Campora. Campora's liability shall be limited to proven direct damages, not to exceed the fees paid by Customer over the twelve (12) month period prior to the event giving rise to the liability. This provision shall survive the termination or expiration of this Agreement.
8. Title to all Campora owned Equipment covered under this Agreement shall remain Campora property at all times. All LP Gas and/or merchandise purchased shall remain Campora's property until the invoice has been paid in full.
9. Campora shall not be liable for any delay, loss, or damages to the Customer or any other party for failure to deliver LP Gas due to any of the following but not limited to: weather conditions, requests for emergency deliveries, acts of God, fire, flood, times of LP Gas shortages, labor unrest, riot or any other cause beyond the reasonable control of Campora.
10. Customer agrees to pay all charges to Campora, including any and all accrued finance charges. Customer also agrees to pay all license, permit or inspection fees, taxes, and any other assessments that may be levied with respect to the sale, installation, storage or use of LP Gas sold or Equipment covered under this Agreement.
11. Upon termination, in addition to any other remedy it may have, Campora may disconnect the Equipment to stop withdrawal of LP Gas from the tank and/or take possession of Campora's Equipment in accordance with this Agreement.
12. Upon termination of this Agreement, in the event of a credit balance remaining on the Customer's account, it is Customer's responsibility to provide a valid mailing address for the refund to be forwarded.
13. This Agreement shall be construed in accordance with the laws of the State of California. This Agreement contains the entire agreement between the parties and supersedes all prior negotiations, proposals and oral or written agreements with respect to the subject matter hereof. Any event involving this Agreement requiring legal proceedings, the prevailing party shall be paid reasonable attorney's fees and court costs by the other party.
14. **BULK SERVICE ONLY:**
 - a. Customer agrees to purchase in the 12 month period following the date of this Agreement, and annually thereafter, LP Gas volumes equal to at least two times the gallon size of the tank as set forth in this Agreement. If Customer fails to purchase such amount, Campora may terminate this Agreement.
 - b. Customer will pay Campora's current LP Gas price at the time of delivery, in cash or in accordance with such credit terms as shall have been extended to Customer by Campora.
 - c. Campora may make LP Gas deliveries into the Equipment whether or not Customer is then present, and Customer agrees to pay for such deliveries even though the delivery invoice has not been signed by or for the Customer.
 - d. Deliveries of LP Gas will be made by Campora according to its established delivery schedule. If, at Customer's request, deliveries shall be made by Campora at other times, Customer agrees an additional delivery charge may be incurred.
15. **METER SERVICE ONLY:**
 - a. The LP Gas in the tank belongs to Campora. Customer buys gas that passes through the meter and will pay Campora for the gas at prices set out in Campora's then current established price schedule.
 - b. At regular intervals, which will be approximately every 30 days, Campora will read the meter. If Campora does not read the meter or believes the meter was read incorrectly, Campora may estimate the amount of gas used and any adjustments resulting after a later actual reading of the meter will be made on a later billing.
 - c. Campora shall prepare an Invoice based upon such readings and Customer shall pay the Invoice upon receipt.
 - d. Upon termination, a final reading will be taken. Campora shall prepare an Invoice and Customer shall pay the Invoice upon receipt. A fee to obtain the final reading may be assessed.



APPLICATION FOR CREDIT

Applicant Full Name County of Mariposa		Home Phone #	Business Phone # (209) 966-2000	Cell Phone #
Co-Applicant Full Name		Home Phone #	Business Phone #	Cell Phone #
Billing Address P.O. Box 99			City Mariposa	State CA
Delivery Address (If different) 5036 County Park Road #B			City Mariposa	State CA
Zip Code 95338			Zip Code 95338	
Social Security Number (Optional to expedite credit process)			Co-Applicant Social Security Number (Optional to expedite credit process)	
How Long at Present Address	Check One:			
Yrs. Mos.	☐ Homeowner ☐ Renter ☐ Other (explain): _____			
Previous Residence Address (If less than two years)			City	State
Zip Code			Zip Code	
COMMERCIAL ONLY				
BANK REFERENCES				
Name N/A		Telephone #	Account #	
Address		City	State	Zip Code
Name N/A		Telephone #	Account #	
Address		City	State	Zip Code
TRADE REFERENCES				
Name N/A		Telephone #	Account #	
Address		City	State	Zip Code
Name N/A		Telephone #	Account #	
Address		City	State	Zip Code
VERBAL AUTHORIZATION FOR CREDIT CHECK				
NAME OF PERSON PROVIDING PHONE AUTHORIZATION:			DATE	
NAME OF CAMPORA REPRESENTATIVE WHO RECEIVED PHONE AUTHORIZATION:			DATE	
APPLICANT SIGNATURES				
APPLICANT SIGNATURE:			DATE	
CO-APPLICANT SIGNATURE:			DATE	
CAMPORA USE ONLY				
☐ NOT APPROVED	COMMENTS: _____ _____ _____			
☐ APPROVED				
APPROVED CREDIT LIMIT:				
\$				
MANAGER SIGNATURE:			DATE	

APPLICATION FOR CREDIT

Applicant Full Name County of Mariposa		Home Phone #	Business Phone # (209) 966-2000	Cell Phone #
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How Long at Present Address Yrs. Mos.	Check One: ☐ Homeowner ☐ Renter ☐ Other (explain): _____			
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COMMERCIAL ONLY				
BANK REFERENCES				
Name N/A		Telephone #	Account #	
Address		City	State	Zip Code
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Address		City	State	Zip Code
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CO-APPLICANT SIGNATURE:			DATE	
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☐ NOT APPROVED ☐ APPROVED	COMMENTS:			
APPROVED CREDIT LIMIT:				
\$				
MANAGER SIGNATURE:			DATE	



MARIPOSA COUNTY

Board of Supervisors



RESOLUTION - ACTION REQUESTED 2023-482

MEETING: September 12, 2023

TO: The Board of Supervisors

FROM: Joe Lynch, Director of Health and Human Services

RE: Approve Second Amendment to Agreement with Transformations Increasing the Amount by \$2,000 for A New Amount to Not Exceed \$289,537; and Authorize the Board of Supervisors Chair to Sign the Agreement

RECOMMENDATION AND JUSTIFICATION

Approve Second Amendment to Agreement with Transformations Increasing the Amount by \$2,000 for A New Amount to Not Exceed \$289,537; and Authorize the Board of Supervisors Chair to Sign the Agreement.

Transformations provides mental health triage response for individuals in the hospital, the jail and in the field when the Sheriff's department requests a triage worker to respond with them. The triage worker determines if a community member qualifies for a psychiatric assessment or whether there are resources from family members, a friend or other community individuals that can provide support so the individual can remain in his/her home.

Assigned staff of Transformations have a basic knowledge of individual and group behavior; current issues in the field of mental health; principles of interviewing and problem solving methodology; basic principles and techniques of interviewing and recording crisis notes and 5150 assessment and hospitalizations; laws, basic principles involved in the nature, growth and development of personality; knowledge of public and private community resources. During the term of this agreement, the required service level has proven to be greater than anticipated and resulted in the request for additional funding for this agreement.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board of Supervisors approved the original agreement on July 22, 2022 through Resolution No. 2022-441.

The Board of Supervisors approved the first amendment to the original agreement on July 11, 2023 through Resolution No. 2023-363.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

If this Amendment is not approved, the Department may be unable to adequately serve mental health crisis needs and comply with state mandates for mental health crisis services for county residents. Non-compliance may jeopardize all or part of future funding.

FINANCIAL IMPACT

There is no impact on the General Fund.

ATTACHMENTS

- 1. Transformations Crisis Response 2023 - Res. 2022-441 - EXECUTED**
- 2. Transformations 2023 (A01) - Res. 2023-363-EXECUTED**
- 3. Second Amendment - Transformations 2023**



MARIPOSA COUNTY

Board of Supervisors



RESOLUTION - ACTION REQUESTED 2023-482

MEETING: September 12, 2023

TO: The Board of Supervisors

FROM: Joe Lynch, Director of Health and Human Services

RE: Approve Second Amendment to Agreement with Transformations Increasing the Amount by \$2,000 for A New Amount to Not Exceed \$289,537; and Authorize the Board of Supervisors Chair to Sign the Agreement

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- 3. Second Amendment - Transformations 2023**

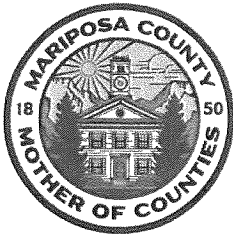
VOTE RESULT

RESULT: **Adopted (UNANIMOUS)**

MOVER: District IV Supervisor Wayne Forsythe

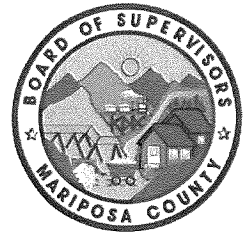
SECONDER: District I Supervisor Rosemarie Smallcombe

AYES: District II Supervisor Poe, District I Supervisor Smallcombe, District IV Supervisor Forsythe, District V Supervisor Menetrey, District III Supervisor Toso



MARIPOSA COUNTY

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



RESOLUTION - ACTION REQUESTED 2022-441

MEETING: July 26, 2022

TO: The Board of Supervisors

FROM: Joe Lynch, Health & Human Services Agency Director

RE: Agreement with Transformations to Provide MH Triage Services

RECOMMENDATION AND JUSTIFICATION:

Approve an Agreement with Transformations to provide Mental Health Triage Services in an amount not to exceed \$270,537; and authorize the Board of Supervisors Chair to sign the Agreement.

Transformations will provide mental health triage response for individuals in the hospital, the jail and in the field when the Sheriff's department requests a triage worker to respond with them. The triage worker will determine if a community member qualifies for a psychiatric assessment or whether there are resources from family members, a friend or other community individuals that can provide support so the individual can remain in his/her home.

Assigned staff of Transformations will have a basic knowledge of individual and group behavior; current issues in the field of mental health; principles of interviewing and problem solving methodology; basic principles and techniques of interviewing and recording crisis notes and 5150 assessment and hospitalizations; laws, basic principles involved in the nature, growth and development of personality; knowledge of public and private community resources.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The Board of Supervisors does not have a prior history with Transformations for this specific purpose.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

If this Agreement is not approved, the Department may be unable to adequately serve mental health crisis needs and comply with state mandates for mental health crisis services to county residents. Non-compliance may jeopardize all or part of future funding.

FINANCIAL IMPACT:

The costs for this contract will be paid within the Mental Health budget unit. Contract costs will be partially offset by Medi-Cal revenue claimed for services performed. Any remaining costs of this agreement will be funded with Realignment revenue. There is no impact to the County General Fund.

ATTACHMENTS:

Transformations Crisis Response Agreement 2023(PDF)

Exh A and B - Transformations Crisis Response 2023v2 - July 13 2022 (PDF)

RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]

MOVER: Marshall Long, District III Supervisor

SECONDER: Wayne Forsythe, District IV Supervisor

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

AGREEMENT FOR CRISIS RESPONSE SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this 26th day of July, 2022, by and between the County of Mariposa, a political subdivision of the State of California, ("County"), and Transformations ("Contractor"), pursuant to the following terms and conditions.

W I T N E S S E T H:

1. TERM

The term of this Agreement shall commence on July 1, 2022 and terminate on June 30, 2023 unless extended as provided by this Agreement.

2. SERVICES

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

3. COMPENSATION

Contractor shall be compensated for services performed in an amount not to exceed \$270,537 as set forth in Exhibit B, "Cost Proposal," which is attached hereto and incorporated herein by reference. County shall pay Contractor within thirty (30) of receipt of an approved invoice.

4. INSURANCE

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

A. MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

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

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

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

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

B. OTHER INSURANCE PROVISIONS

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

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

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

(3) Notice of Cancellation: Each insurance policy required above shall state that coverage shall not be canceled, except with at least thirty (30) calendar days' notice to County.

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

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

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

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

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

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

5. HOLD HARMLESS/INDEMNIFICATION

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

6. INDEPENDENT CONTRACTOR

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

7. PUBLIC EMPLOYEES RETIREMENT SYSTEM (CALPERS)

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

8. STATE AND FEDERAL TAXES

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

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

9. AUDITS AND INSPECTIONS

Contractor shall at any time during business hours, and as often as County may deem necessary, make available to County for examination all of its records and data with respect to the matters covered by this Agreement. Contractor shall, upon the request of County, permit County to audit and inspect all of such records and data necessary to ensure Contractor's compliance with the terms of this Agreement. If compensation to be paid by County under this Agreement exceeds Ten Thousand Dollars (\$10,000), Contractor shall be subject to the examination and audit of the California State Auditor, as provided in Government Code section 8546.7, for a period of three (3) years after final payment under this Agreement. This section survives the termination of this Agreement.

10. ASSIGNMENT

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

11. NOTICE

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

CONTRACTOR:

Transformations
35686 Hwy 41 Suite C
Coarsegold, CA 93614

COUNTY:

County of Mariposa
5362 Lemee Lane
P.O. Box 99
Mariposa, CA 95338

12. COMPLIANCE

Contractor shall comply with all federal, state and local laws, codes, ordinances and regulations applicable to Contractor's performance under this Agreement, including, but not limited to, laws

related to prevailing wages. Specifically, Contractor shall not engage in unlawful employment discrimination, including, but not limited to, discrimination based upon a person's race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship or sexual orientation, as prohibited by state or federal law.

13. PUBLIC RECORDS ACT

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

14. ENTIRE AGREEMENT AND MODIFICATION

This Agreement contains the entire agreement of the parties relating to the subject matter of this Agreement and supersedes all prior agreements and representations with respect to the subject matter hereof. This Agreement may only be modified by a written amendment hereto, executed by both parties. If there are exhibits attached hereto, and a conflict exists between the terms of this Agreement and any exhibit, the terms of this Agreement shall control.

15. ENFORCEABILITY AND SEVERABILITY

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

16. TERMINATION AND RIGHTS UPON TERMINATION

A. This Agreement may be terminated upon mutual written consent of the parties, or as a remedy available at law or in equity. In the event of the termination of this Agreement, Contractor shall be entitled to compensation for services performed acceptably up to the effective date of termination as set forth in Exhibit B.

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

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

17. NO WAIVER

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

18. DISPUTES

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

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

19. CAPTIONS

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

20. NUMBER AND GENDER

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

21. MANDATORY AND PERMISSIVE

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

22. SUCCESSORS AND ASSIGNS

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

23. COUNTERPARTS/ELECTRONIC, FACSIMILE, AND PDF SIGNATURES

This agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA"), Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or

adopted by a person with the intent to sign the electronic record pursuant to the CUETA, as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code. Facsimile signatures or signatures transmitted via pdf document shall be treated as originals for all purposes.

24. OTHER DOCUMENTS

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

25. CONTROLLING LAW

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

26. AUTHORITY

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

27. NEGOTIATED AGREEMENT

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

28. NO RELIANCE ON REPRESENTATIONS

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

29. WARRANTY

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

30. FUNDING AVAILABILITY

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

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

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

COUNTY OF MARIPOSA

Rosemarie Smallcombe,
Board of Supervisors

 *Rosemarie Smallcombe*

CONTRACTOR

Christine Doss, Owner
Transformations

 *Christine Doss*

COUNTERSIGNED:

(Government Code §25103)

Danielle Bondshu
Clerk of the Board

 *Danielle Bondshu*

APPROVED AS TO FORM:

Steven W. Dahlem
County Counsel

 *Steven W. Dahlem*

Exhibit A SCOPE OF WORK

I. Introduction:

The purpose of this attachment is to:

1. Provide a description of services to be provided for Mariposa County Health and Human Services Agency (HHS) by independent contractors (also referred to as contractor in this attachment) who are chosen to provide triage services on behalf of the County.
2. Clarify contract provider responsibility.

II. Description of Services:

1. The contractor will provide triage response for individuals in the hospital, the jail, and in the field when the sheriff's department requests a triage worker to respond with them to determine if a community member qualifies for a 5150 assessment or an assessment of whether there are resources from family members, a friend or other community individuals that can provide support so the individual can remain in his/her home.
2. The triage worker will have a basic knowledge of individual and group behavior; current issues in the field of mental health; principles of interviewing and problem-solving methodology; basic principles and techniques of interviewing and recording crisis notes and 5150 assessment and hospitalizations; laws, basic principles involved in the nature, growth and development of personality; knowledge of public and private community resources.

III. Contract Provider Responsibility

1. Contract
2. Contractor will be responsible to communicate with others in person and over the telephone; analyze data, interpret directions, procedures, and regulations, and develop appropriate responses; act effectively in stressful situations in the performance of the contract responsibilities; respond appropriately to all situations; maintain confidential information in accordance with legal standards; establish and maintain effective working relationships with agency staff, clients, community members and outside organizations; communicate effectively, both orally and in writing; have access to and security for all electronic and written documentation.
3. Contractor shall have knowledge and processes for safety planning for clients who are not eligible for 5150.
4. Contractor shall have knowledge and processes in place for clients who no longer require a 5150 hold and how to rescind a 5150 with the appropriate licensed staff oversight for each of these.
5. The contractor is expected to review the electronic health record of every person presenting in a crisis situation. The contractor will review current diagnosis, history of

symptoms and/or hospitalizations and, when and if possible, coordinate with the clinician and medical provider of record.

2. Contractor will provide proof of training in:

- a. 5150 evaluations, laws and processes;
- b. Prison Rape Elimination Act (PREA);
- c. Jail based services and field response;
- d. Cultural Competency;
- e. Compliance and fraud reduction;
- d. On an as needed basis, as deemed necessary, by the department to remain on top of critical issues as they arise.
- f. In the use of the electronic record keeping system and will be expected to document all client interactions in that system.
- g. If a case has not been opened in the electronic record keeping system, contractor will be instructed how to enter enough information to open a case so all interactions can be documented. Contractor will be expected to open up cases on all clients that he/she sees.
- i. When contractor is on call, he/she is expected to be available to the following agencies for a response: HHSA, after-hours call line, the hospital, the jail and to the sheriff when required to respond.
 - i. Contractor will have **15 minutes** to respond by phone to the requesting agency.
 - ii. When the call involves responding in the field, to the hospital or jail the contractor will have **1 hour** to respond in person.
 - i. When the sheriff's department is needing a triage worker to go with them and respond in the field, contractor will coordinate with the sheriff to meet him/her and respond in a timely manner or to make arrangements to meet the sheriff in the field. Contractor is not expected to respond in the field on their own, so coordination with a sheriff is crucial.
 - iii. Every client will receive an appropriate risk screening.
 - iv. Every call and its disposition is to be communicated to the BH county team through the "End of Day" email by 8am the next morning and documented in the EHR. .
- k. If the contractor is notified of a suicide or homicide, they are to immediately inform the Deputy Director of Behavioral Health of the situation.
- l. For Full Service Partnership (FSP) clients the contractor will assign a contact upon request for continuity of care during afterhours to provide interventions for the prevention of crisis and hospitalization. All FSP client afterhours requests will meet the provider prior to intervention.

Failure to adhere to these expectations may result in corrective action, including request for consultation, additional training, verbal and written warnings, and termination of the agreement. Payments for services may be deferred if all electronic documentation is not submitted at the time of the invoice.

IV. HIPAA Compliance

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

Exhibit B
COST PROPOSAL

A. Personnel. Staffing for the After-hours program will consist of a Director, After Hours Coordinator and 4 After Hours Crisis workers to support the after-hours needs for Mariposa County Behavioral Health. The after-hours staff will provide crisis evaluations, crisis support, de-escalation and stabilization. Every effort will be made to divert from acute psychiatric placement. The after-hours coordinator will provide support and guidance to the field crisis worker. The director will ensure proper staffing for the crisis team and support the after-hours coordinator and back up when the coordinator is off duty or on vacation.

<u>Name/Position</u>	<u>Computation</u>	<u>Cost</u>
Director	\$3000 x 12 months	\$36,000
After Hours Coordinator	\$5,000 X 12 months	\$60,000
After Hours Crisis Worker (4)	\$2300 X 52 weeks	\$119,600

TOTAL \$215,600

B. Fringe Benefits.

<u>Name/Position</u>	<u>Computation</u>	<u>Cost</u>
Director		
Employer's FICA	\$36,000 X 7.65%	\$2754.00
Worker's Compensation	\$36,000 X 1.56%	\$561.60
Ca Tax (UI & ETT)	\$36,000 X 3.5%	\$1260.00
After Hours Coordinator		
Employer's FICA	\$60,000 X 7.65%	\$4590.00
Worker's Compensation	\$60,000 X 1.56%	\$936.00
Ca Tax (UI & ETT)	\$60,000 X 3.5%	\$2100.00
After Hours Crisis Worker (4)		
Employer's FICA	\$119,600 X 7.65%	\$9149.40
Worker's Compensation	\$119,600 X 1.56%	\$1865.76
Ca Tax (UI & ETT)	\$119,600 X 3.5%	\$4186.00

TOTAL \$27,402.76

Total Personnel & Fringe Benefits \$243,002.76

C. Training. Itemize estimated training expenses of personnel by director and/or coordinator (e.g., mandatory staff training and field shadowing, etc.). Trainings provided will cost \$200 plus personnel costs. Each staff will get paid \$25 per hour for mandatory trainings. For the entire year the estimated number of staff and costs are below for personnel costs, in addition to the training costs. Training for up to 8 staff at \$25 per hour for approximately 22 hours equals \$4400. Computation example, 2 staff receive 2 hours of training. The cost would be 2 X \$25 X 2hr = \$100 plus \$200 training fee. Total training costs \$300. Every effort will be made to offer trainings for all staff at one time in an effort to keep training costs reasonable. There are no training fees associated with field shadowing, that is covered under salaries.

<u>Training Topics</u>	<u>Location</u>	<u>Item</u>	<u>Computation</u>	<u>Cost</u>
Columbia Suicide Rating Scale		TBD	2 hr 2 X \$25 X 8	\$400
Protocol Training		TBD	2 hr 2 X \$25 X 8	\$400
Shadowing		Field	10 hr 10 X \$25 X 8	\$2000
Cultural Competence Training		TBD	2 hr 2 X \$25 X 8	\$400
Compliance Training		TBD	2 hr 2X \$25 X 8	\$400
EHR Training		TBD	2 hr 2 X 25 X 8	\$400
Documentation Training		TBD	2 hr 2 X \$25 X 8	\$400

Personnel Initial Training \$4400.00

Personnel Fringe Benefits, \$559.24

Total Personnel & Fringe Benefits Training \$4959.24

Annually, 6 trainings will be made available for up to 8 staff, total estimated training costs (in addition to personnel costs) \$1200.00

Training Budget TOTAL \$6159.24

D. Consumer Expenses. Transformations will provide supplemental financial supports for clients with immediate needs, including but not limited to, hotel room, food, transportation costs, medications etc. Below are some estimated costs. Receipts will be provided to MCBHRS and reimbursement for actual costs will be made to Transformations.

<u>Item</u>	<u>Computation</u>	<u>Cost</u>
Hotel Stay	Estimate 10 X \$110	\$1100.00
Taxi/Transportation	15 X \$65	\$975.00
Food	50 X \$25	\$1250.00
Gift Cards	10 X \$25	\$ 250.00

TOTAL \$3575.00

E. Equipment. The after-hours crisis team will require one laptop and three cellphones. One cell phone will be allocated to the after-hours coordinator and two for crisis workers on call and in field.

<u>Item</u>	<u>Computation</u>	<u>Cost</u>
Laptop	1X \$1500	\$1500.00
Cell Phones	3 X \$100	\$300.00
Fax Machine	1 X \$400	\$400.00

TOTAL _\$2200.00_____

E. Supplies. Supplies include, but are not limited to, postage, training materials, copying paper, pens, notepads and calendar books.

<u>Supply Items</u>	<u>Computation</u>	<u>Cost</u>
Office Supplies	\$100 X 12 months	\$1200.00

TOTAL __\$1200.00_____

H. Indirect Costs.

<u>Description</u>	<u>Computation</u>	<u>Cost</u>
Rent (includes internet & utilities)	\$275 X 12 months	\$3300.00
Software/online subscriptions	\$150 X 12 months	\$1800.00
Accounting/Payroll Services	\$150 X 12 months	\$1800.00
Insurances	\$1700 X 1 annually	\$1700.00
Cell Phone	\$300 X 12 months	\$3600.00
IT Services	Set Up 1X \$1000	\$1000.00
IT Support	\$200 X 12 months	\$2400.00

TOTAL _\$15,600.00_____

Budget Summary – The proposed budget is an estimated budget based off every aspect needed to run an effective after hours crisis program. The estimated expenses below will cover the program costs for one year.

<u>Budget Category</u>	<u>Estimated Amount</u>
A. Personnel	_ \$215,600.00
B. Fringe Benefits	_ \$27,402.76
C. Training	___ \$6159.24
D. Equipment	___ \$2200.00
E. Supplies	___ \$1200.00
F. Consumer Expenses	___ \$3575.00
Total Direct Costs	_____ \$254,937
H. Indirect Costs	___ \$15,600
* TOTAL PROJECT COSTS	_ \$270,537.00

The above rates may fluctuate up to 10% based on the state approved rate in effect on the date of service.



MARIPOSA COUNTY

Board of Supervisors



RESOLUTION - ACTION REQUESTED 2023-363

MEETING: July 11, 2023
TO: The Board of Supervisors
FROM: Joe Lynch, Director of Health and Human Services
RE: Approve First Amendment to Agreement with Transformations Increasing the Amount by \$17,000 for a New Amount Not to Exceed \$287,537; and Authorize the Board of Supervisors Chair to Sign the Amendment

RECOMMENDATION AND JUSTIFICATION

Approve First Amendment to Agreement with Transformations Increasing the Amount by \$17,000 for a New Amount Not to Exceed \$287,537; and Authorize the Board of Supervisors Chair to Sign the Amendment

Transformations provides mental health triage response for individuals in the hospital, the jail and in the field when the Sheriff's department requests a triage worker to respond with them. The triage worker determines if a community member qualifies for a psychiatric assessment or whether there are resources from family members, a friend or other community individuals that can provide support so the individual can remain in his/her home.

Assigned staff of Transformations have a basic knowledge of individual and group behavior; current issues in the field of mental health; principles of interviewing and problem solving methodology; basic principles and techniques of interviewing and recording crisis notes and 5150 assessment and hospitalizations; laws, basic principles involved in the nature, growth and development of personality; knowledge of public and private community resources. During the term of this agreement, the required service level has proven to be greater than anticipated and resulted in the request for additional funding for this agreement.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board of Supervisors approved the original agreement on July 22, 2022 through Resolution No. 2022-441.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

If this Amendment is not approved, the Department may be unable to adequately serve mental health crisis needs and comply with state mandates for mental health crisis services for county residents. Non-compliance may jeopardize all or part of future funding.

FINANCIAL IMPACT

There is no impact on the County General Fund.

ATTACHMENTS

- 1. First Amendment - Transformations Crisis Response Agreement 2023**
- 2. Transformation Crisis Response**

VOTE RESULT

RESULT: Adopted (UNANIMOUS)
MOVER: District I Supervisor Rosemarie Smallcombe
SECONDER: District II Supervisor Shannon Poe
AYES: District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District II Supervisor Poe
ABSTAIN: None

FIRST AMENDMENT TO AGREEMENT FOR CRISIS RESPONSE SERVICES

THIS FIRST AMENDMENT TO AGREEMENT FOR CRISIS RESPONSE SERVICES, is made and entered into this 11th day of July 2023, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as “County,” and Transformations, hereinafter referred to as “Contractor.”

WHEREAS, County and Contractor have heretofore entered into an Agreement dated July 26, 2022, wherein Contractor agreed to provide crisis response services; and

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

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

1. Paragraph 3, “COMPENSATION,” is hereby amended to provide that an additional \$17,000 will be added to the original amount of \$270,537, making the total compensation paid to Contractor the not to exceed amount of \$287,537.

Except as herein amended, the Agreement dated July 26, 2022 shall remain in full force and effect.

The Agreement, as hereby amended, is ratified and continued. All provisions, terms, covenants, conditions and promises contained in the Agreement not amended herein shall remain in full force and effect. This Amendment is effective retroactive to June 30, 2023. The parties shall treat the Agreement as if it had been in full force and effect continuously since June 30, 2023, without there having been any interruption of the Agreement whatsoever.

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

COUNTY OF MARIPOSA

DocuSigned by:

Miles S Menetrey

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Miles Menetrey, Chair
Board of Supervisors

CONTRACTOR

DocuSigned by:

Christine Doss

EA2EE38D1BE04B1...

Christine Doss, Owner
Transformations

COUNTERSIGNED:

(Government Code §25103)

DocuSigned by:

Danielle Bondshu

7CA006A502E44EB...

Danielle Bondshu
Clerk of the Board

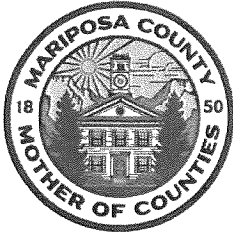
APPROVED AS TO FORM:

DocuSigned by:

Steven W. Dahlem

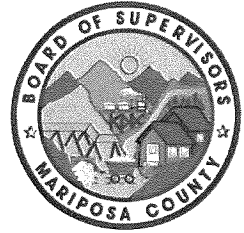
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Steven W. Dahlem
County Counsel



MARIPOSA COUNTY

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



RESOLUTION - ACTION REQUESTED 2022-441

MEETING: July 26, 2022

TO: The Board of Supervisors

FROM: Joe Lynch, Health & Human Services Agency Director

RE: Agreement with Transformations to Provide MH Triage Services

RECOMMENDATION AND JUSTIFICATION:

Approve an Agreement with Transformations to provide Mental Health Triage Services in an amount not to exceed \$270,537; and authorize the Board of Supervisors Chair to sign the Agreement.

Transformations will provide mental health triage response for individuals in the hospital, the jail and in the field when the Sheriff's department requests a triage worker to respond with them. The triage worker will determine if a community member qualifies for a psychiatric assessment or whether there are resources from family members, a friend or other community individuals that can provide support so the individual can remain in his/her home.

Assigned staff of Transformations will have a basic knowledge of individual and group behavior; current issues in the field of mental health; principles of interviewing and problem solving methodology; basic principles and techniques of interviewing and recording crisis notes and 5150 assessment and hospitalizations; laws, basic principles involved in the nature, growth and development of personality; knowledge of public and private community resources.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The Board of Supervisors does not have a prior history with Transformations for this specific purpose.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

If this Agreement is not approved, the Department may be unable to adequately serve mental health crisis needs and comply with state mandates for mental health crisis services to county residents. Non-compliance may jeopardize all or part of future funding.

FINANCIAL IMPACT:

The costs for this contract will be paid within the Mental Health budget unit. Contract costs will be partially offset by Medi-Cal revenue claimed for services performed. Any remaining costs of this agreement will be funded with Realignment revenue. There is no impact to the County General Fund.

ATTACHMENTS:

Transformations Crisis Response Agreement 2023(PDF)

Exh A and B - Transformations Crisis Response 2023v2 - July 13 2022 (PDF)

RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]

MOVER: Marshall Long, District III Supervisor

SECONDER: Wayne Forsythe, District IV Supervisor

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

AGREEMENT FOR CRISIS RESPONSE SERVICES

THIS AGREEMENT (“Agreement”) is made and entered into this 26th day of July, 2022, by and between the County of Mariposa, a political subdivision of the State of California, (“County”), and Transformations (“Contractor”), pursuant to the following terms and conditions.

W I T N E S S E T H:

1. TERM

The term of this Agreement shall commence on July 1, 2022 and terminate on June 30, 2023 unless extended as provided by this Agreement.

2. SERVICES

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

3. COMPENSATION

Contractor shall be compensated for services performed in an amount not to exceed \$270,537 as set forth in Exhibit B, “Cost Proposal,” which is attached hereto and incorporated herein by reference. County shall pay Contractor within thirty (30) of receipt of an approved invoice.

4. INSURANCE

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

A. MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

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

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

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

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

B. OTHER INSURANCE PROVISIONS

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

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

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

(3) Notice of Cancellation: Each insurance policy required above shall state that coverage shall not be canceled, except with at least thirty (30) calendar days' notice to County.

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

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

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

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

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

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

5. HOLD HARMLESS/INDEMNIFICATION

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

6. INDEPENDENT CONTRACTOR

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

7. PUBLIC EMPLOYEES RETIREMENT SYSTEM (CALPERS)

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

8. STATE AND FEDERAL TAXES

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

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

9. AUDITS AND INSPECTIONS

Contractor shall at any time during business hours, and as often as County may deem necessary, make available to County for examination all of its records and data with respect to the matters covered by this Agreement. Contractor shall, upon the request of County, permit County to audit and inspect all of such records and data necessary to ensure Contractor's compliance with the terms of this Agreement. If compensation to be paid by County under this Agreement exceeds Ten Thousand Dollars (\$10,000), Contractor shall be subject to the examination and audit of the California State Auditor, as provided in Government Code section 8546.7, for a period of three (3) years after final payment under this Agreement. This section survives the termination of this Agreement.

10. ASSIGNMENT

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

11. NOTICE

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

CONTRACTOR:

Transformations
35686 Hwy 41 Suite C
Coarsegold, CA 93614

COUNTY:

County of Mariposa
5362 Lemee Lane
P.O. Box 99
Mariposa, CA 95338

12. COMPLIANCE

Contractor shall comply with all federal, state and local laws, codes, ordinances and regulations applicable to Contractor's performance under this Agreement, including, but not limited to, laws

related to prevailing wages. Specifically, Contractor shall not engage in unlawful employment discrimination, including, but not limited to, discrimination based upon a person's race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship or sexual orientation, as prohibited by state or federal law.

13. PUBLIC RECORDS ACT

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

14. ENTIRE AGREEMENT AND MODIFICATION

This Agreement contains the entire agreement of the parties relating to the subject matter of this Agreement and supersedes all prior agreements and representations with respect to the subject matter hereof. This Agreement may only be modified by a written amendment hereto, executed by both parties. If there are exhibits attached hereto, and a conflict exists between the terms of this Agreement and any exhibit, the terms of this Agreement shall control.

15. ENFORCEABILITY AND SEVERABILITY

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

16. TERMINATION AND RIGHTS UPON TERMINATION

A. This Agreement may be terminated upon mutual written consent of the parties, or as a remedy available at law or in equity. In the event of the termination of this Agreement, Contractor shall be entitled to compensation for services performed acceptably up to the effective date of termination as set forth in Exhibit B.

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

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

17. NO WAIVER

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

18. DISPUTES

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

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

19. CAPTIONS

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

20. NUMBER AND GENDER

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

21. MANDATORY AND PERMISSIVE

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

22. SUCCESSORS AND ASSIGNS

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

23. COUNTERPARTS/ELECTRONIC, FACSIMILE, AND PDF SIGNATURES

This agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA"), Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or

adopted by a person with the intent to sign the electronic record pursuant to the CUETA, as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code. Facsimile signatures or signatures transmitted via pdf document shall be treated as originals for all purposes.

24. OTHER DOCUMENTS

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

25. CONTROLLING LAW

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

26. AUTHORITY

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

27. NEGOTIATED AGREEMENT

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

28. NO RELIANCE ON REPRESENTATIONS

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

29. WARRANTY

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

30. FUNDING AVAILABILITY

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

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

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

COUNTY OF MARIPOSA

Rosemarie Smallcombe,
Board of Supervisors

Rosemarie Smallcombe
ZorroSign

CONTRACTOR

Christine Doss, Owner
Transformations

Christine Doss
ZorroSign

COUNTERSIGNED:

(Government Code §25103)

Danielle Bondshu
Clerk of the Board

Danielle Bondshu
ZorroSign

APPROVED AS TO FORM:

Steven W. Dahlem
County Counsel

Steven W. Dahlem
ZorroSign

Exhibit A SCOPE OF WORK

I. Introduction:

The purpose of this attachment is to:

1. Provide a description of services to be provided for Mariposa County Health and Human Services Agency (HHS) by independent contractors (also referred to as contractor in this attachment) who are chosen to provide triage services on behalf of the County.
2. Clarify contract provider responsibility.

II. Description of Services:

1. The contractor will provide triage response for individuals in the hospital, the jail, and in the field when the sheriff's department requests a triage worker to respond with them to determine if a community member qualifies for a 5150 assessment or an assessment of whether there are resources from family members, a friend or other community individuals that can provide support so the individual can remain in his/her home.
2. The triage worker will have a basic knowledge of individual and group behavior; current issues in the field of mental health; principles of interviewing and problem-solving methodology; basic principles and techniques of interviewing and recording crisis notes and 5150 assessment and hospitalizations; laws, basic principles involved in the nature, growth and development of personality; knowledge of public and private community resources.

III. Contract Provider Responsibility

1. Contract
2. Contractor will be responsible to communicate with others in person and over the telephone; analyze data, interpret directions, procedures, and regulations, and develop appropriate responses; act effectively in stressful situations in the performance of the contract responsibilities; respond appropriately to all situations; maintain confidential information in accordance with legal standards; establish and maintain effective working relationships with agency staff, clients, community members and outside organizations; communicate effectively, both orally and in writing; have access to and security for all electronic and written documentation.
3. Contractor shall have knowledge and processes for safety planning for clients who are not eligible for 5150.
4. Contractor shall have knowledge and processes in place for clients who no longer require a 5150 hold and how to rescind a 5150 with the appropriate licensed staff oversight for each of these.
5. The contractor is expected to review the electronic health record of every person presenting in a crisis situation. The contractor will review current diagnosis, history of

symptoms and/or hospitalizations and, when and if possible, coordinate with the clinician and medical provider of record.

2. Contractor will provide proof of training in:

- a. 5150 evaluations, laws and processes;
- b. Prison Rape Elimination Act (PREA);
- c. Jail based services and field response;
- d. Cultural Competency;
- e. Compliance and fraud reduction;
- d. On an as needed basis, as deemed necessary, by the department to remain on top of critical issues as they arise.
- f. In the use of the electronic record keeping system and will be expected to document all client interactions in that system.
- g. If a case has not been opened in the electronic record keeping system, contractor will be instructed how to enter enough information to open a case so all interactions can be documented. Contractor will be expected to open up cases on all clients that he/she sees.
- i. When contractor is on call, he/she is expected to be available to the following agencies for a response: HHSA, after-hours call line, the hospital, the jail and to the sheriff when required to respond.
 - i. Contractor will have **15 minutes** to respond by phone to the requesting agency.
 - ii. When the call involves responding in the field, to the hospital or jail the contractor will have **1 hour** to respond in person.
 - i. When the sheriff's department is needing a triage worker to go with them and respond in the field, contractor will coordinate with the sheriff to meet him/her and respond in a timely manner or to make arrangements to meet the sheriff in the field. Contractor is not expected to respond in the field on their own, so coordination with a sheriff is crucial.
 - iii. Every client will receive an appropriate risk screening.
 - iv. Every call and its disposition is to be communicated to the BH county team through the "End of Day" email by 8am the next morning and documented in the EHR. .
- k. If the contractor is notified of a suicide or homicide, they are to immediately inform the Deputy Director of Behavioral Health of the situation.
- l. For Full Service Partnership (FSP) clients the contractor will assign a contact upon request for continuity of care during afterhours to provide interventions for the prevention of crisis and hospitalization. All FSP client afterhours requests will meet the provider prior to intervention.

Failure to adhere to these expectations may result in corrective action, including request for consultation, additional training, verbal and written warnings, and termination of the agreement. Payments for services may be deferred if all electronic documentation is not submitted at the time of the invoice.

IV. HIPAA Compliance

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

Exhibit B
COST PROPOSAL

A. Personnel. Staffing for the After-hours program will consist of a Director, After Hours Coordinator and 4 After Hours Crisis workers to support the after-hours needs for Mariposa County Behavioral Health. The after-hours staff will provide crisis evaluations, crisis support, de-escalation and stabilization. Every effort will be made to divert from acute psychiatric placement. The after-hours coordinator will provide support and guidance to the field crisis worker. The director will ensure proper staffing for the crisis team and support the after-hours coordinator and back up when the coordinator is off duty or on vacation.

<u>Name/Position</u>	<u>Computation</u>	<u>Cost</u>
Director	\$3000 x 12 months	\$36,000
After Hours Coordinator	\$5,000 X 12 months	\$60,000
After Hours Crisis Worker (4)	\$2300 X 52 weeks	\$119,600

TOTAL \$215,600

B. Fringe Benefits.

<u>Name/Position</u>	<u>Computation</u>	<u>Cost</u>
Director		
Employer's FICA	\$36,000 X 7.65%	\$2754.00
Worker's Compensation	\$36,000 X 1.56%	\$561.60
Ca Tax (UI & ETT)	\$36,000 X 3.5%	\$1260.00
After Hours Coordinator		
Employer's FICA	\$60,000 X 7.65%	\$4590.00
Worker's Compensation	\$60,000 X 1.56%	\$936.00
Ca Tax (UI & ETT)	\$60,000 X 3.5%	\$2100.00
After Hours Crisis Worker (4)		
Employer's FICA	\$119,600 X 7.65%	\$9149.40
Worker's Compensation	\$119,600 X 1.56%	\$1865.76
Ca Tax (UI & ETT)	\$119,600 X 3.5%	\$4186.00

TOTAL \$27,402.76

Total Personnel & Fringe Benefits \$243,002.76

C. Training. Itemize estimated training expenses of personnel by director and/or coordinator (e.g., mandatory staff training and field shadowing, etc.). Trainings provided will cost \$200 plus personnel costs. Each staff will get paid \$25 per hour for mandatory trainings. For the entire year the estimated number of staff and costs are below for personnel costs, in addition to the training costs. Training for up to 8 staff at \$25 per hour for approximately 22 hours equals \$4400. Computation example, 2 staff receive 2 hours of training. The cost would be $2 \times \$25 \times 2 \text{ hr} = \100 plus \$200 training fee. Total training costs \$300. Every effort will be made to offer trainings for all staff at one time in an effort to keep training costs reasonable. There are no training fees associated with field shadowing, that is covered under salaries.

<u>Training Topics</u>	<u>Location</u>	<u>Item</u>	<u>Computation</u>	<u>Cost</u>
Columbia Suicide Rating Scale		TBD	2 hr 2 X \$25 X 8	\$400
Protocol Training		TBD	2 hr 2 X \$25 X 8	\$400
Shadowing		Field	10 hr 10 X \$25 X 8	\$2000
Cultural Competence Training		TBD	2 hr 2 X \$25 X 8	\$400
Compliance Training		TBD	2 hr 2X \$25 X 8	\$400
EHR Training		TBD	2 hr 2 X 25 X 8	\$400
Documentation Training		TBD	2 hr 2 X \$25 X 8	\$400

Personnel Initial Training \$4400.00

Personnel Fringe Benefits, \$559.24

Total Personnel & Fringe Benefits Training \$4959.24

Annually, 6 trainings will be made available for up to 8 staff, total estimated training costs (in addition to personnel costs) \$1200.00

Training Budget TOTAL \$6159.24

D. Consumer Expenses. Transformations will provide supplemental financial supports for clients with immediate needs, including but not limited to, hotel room, food, transportation costs, medications etc. Below are some estimated costs. Receipts will be provided to MCBHRS and reimbursement for actual costs will be made to Transformations.

<u>Item</u>	<u>Computation</u>	<u>Cost</u>
Hotel Stay	Estimate 10 X \$110	\$1100.00
Taxi/Transportation	15 X \$65	\$975.00
Food	50 X \$25	\$1250.00
Gift Cards	10 X \$25	\$ 250.00

TOTAL \$3575.00

E. Equipment. The after-hours crisis team will require one laptop and three cellphones. One cell phone will be allocated to the after-hours coordinator and two for crisis workers on call and in field.

<u>Item</u>	<u>Computation</u>	<u>Cost</u>
Laptop	1X \$1500	\$1500.00
Cell Phones	3 X \$100	\$300.00
Fax Machine	1 X \$400	\$400.00

TOTAL _\$2200.00_____

E. Supplies. Supplies include, but are not limited to, postage, training materials, copying paper, pens, notepads and calendar books.

<u>Supply Items</u>	<u>Computation</u>	<u>Cost</u>
Office Supplies	\$100 X 12 months	\$1200.00

TOTAL __\$1200.00_____

H. Indirect Costs.

<u>Description</u>	<u>Computation</u>	<u>Cost</u>
Rent (includes internet & utilities)	\$275 X 12 months	\$3300.00
Software/online subscriptions	\$150 X 12 months	\$1800.00
Accounting/Payroll Services	\$150 X 12 months	\$1800.00
Insurances	\$1700 X 1 annually	\$1700.00
Cell Phone	\$300 X 12 months	\$3600.00
IT Services	Set Up 1X \$1000	\$1000.00
IT Support	\$200 X 12 months	\$2400.00

TOTAL _\$15,600.00_____

Budget Summary – The proposed budget is an estimated budget based off every aspect needed to run an effective after hours crisis program. The estimated expenses below will cover the program costs for one year.

<u>Budget Category</u>	<u>Estimated Amount</u>
A. Personnel	_ \$215,600.00
B. Fringe Benefits	_ \$27,402.76
C. Training	___ \$6159.24
D. Equipment	___ \$2200.00
E. Supplies	___ \$1200.00
F. Consumer Expenses	___ \$3575.00
Total Direct Costs	_____ \$254,937
H. Indirect Costs	___ \$15,600
* TOTAL PROJECT COSTS	_ \$270,537.00

The above rates may fluctuate up to 10% based on the state approved rate in effect on the date of service.

Certificate Of Completion

Envelope Id: A820E53EBD7F4B8A8A70C0FAC80886F0

Status: Delivered

Subject: Complete with DocuSign: 23-363 -Transformations 2023 (A01) Crisis Response-combined.pdf

Source Envelope:

Document Pages: 21

Signatures: 4

Envelope Originator:

Certificate Pages: 5

Initials: 0

Mariposa Clerk of the Board

AutoNav: Enabled

5100 Bullion St FL 2

Envelope Stamping: Enabled

Mariposa, CA 95338

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Clerk-bos@mariposacounty.org

IP Address: 64.118.100.36

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Status: Original

Holder: Mariposa Clerk of the Board

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Clerk-bos@mariposacounty.org

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: County of Mariposa

Location: DocuSign

Signer Events

Steve Dahlem

sdahlem@mariposacounty.org

Security Level: Email, Account Authentication
(None)**Signature**

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Electronic Record and Signature Disclosure:

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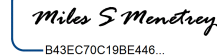
mmenetrey@mariposacounty.org

Mariposa County Board Chair

County of Mariposa

Security Level: Email, Account Authentication
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Danielle Bondshu

dbondshu@mariposacounty.org

Security Level: Email, Account Authentication
(None)

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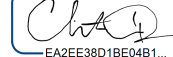
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Christine Doss

cdoss@changegrowtransform.com

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Electronic Record and Signature Disclosure:

Signer Events	Signature	Timestamp
Accepted: 2/10/2023 8:09:27 AM ID: f3b192fa-481f-4039-94b6-e605c39f6fd9		
Contracts HHSA contractshhsa@mariposacounty.org Security Level: Email, Account Authentication (None)		Sent: 7/14/2023 1:23:36 PM Viewed: 7/14/2023 2:35:36 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	7/11/2023 2:07:24 PM
Certified Delivered	Security Checked	7/14/2023 2:35:36 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, County of Mariposa (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact County of Mariposa:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: jbond@mariposacounty.org

To advise County of Mariposa of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at jbond@mariposacounty.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from County of Mariposa

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to jbond@mariposacounty.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with County of Mariposa

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to jbond@mariposacounty.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify County of Mariposa as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by County of Mariposa during the course of your relationship with County of Mariposa.

SECOND AMENDMENT TO AGREEMENT FOR CRISIS RESPONSE SERVICES

THIS SECOND AMENDMENT TO AGREEMENT FOR CRISIS RESPONSE SERVICES, is made and entered into this ____ day of _____20__, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as “County,” and Transformation, hereinafter referred to as “Contractor.”

WHEREAS, County and Contractor have heretofore entered into an Agreement dated July 26, 2022, wherein Contractor agreed to provide crisis response services; and

WHEREAS, County and Contractor have heretofore entered into a First Amendment dated July 11, 2023, wherein Contractor agreed to increase compensation to an amount not to exceed \$287,537; and

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

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

1. Paragraph 3, “COMPENSATION,” is hereby amended to provide that an additional \$2,000 will be added to the amended amount of \$287,537, making the total compensation paid to Contractor the not-to-exceed amount of \$289,537.

Except as herein amended, the Agreement dated July 26, 2022 and First Amendment dated July 11, 2023 shall remain in full force and effect.

The Agreement, as hereby amended, is ratified and continued. All provisions, terms, covenants, conditions and promises contained in the Agreement not amended herein shall remain in full force and effect. This Amendment is effective retroactive to June 30, 2023. The parties shall treat the Agreement as if it had been in full force and effect continuously since June 30, 2023, without there having been any interruption of the Agreement whatsoever.

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

COUNTY OF MARIPOSA

CONTRACTOR

Miles Menetrey, Chair
Board of Supervisors

Christine Doss, Owner
Transformations

COUNTERSIGNED:
(*Government Code §25103*)

APPROVED AS TO FORM:

Danielle Bondshu
Clerk of the Board

Steven W. Dahlem
County Counsel



MARIPOSA COUNTY

Board of Supervisors



RESOLUTION - ACTION REQUESTED 2023-483

MEETING: September 12, 2023

TO: The Board of Supervisors

FROM: Joe Lynch, Director of Health and Human Services

RE: Approve Second Amendment to Agreement with JDT Consultants, Inc. for Therapeutic Behavioral Services, Increasing the Amount by \$15,000 to A New Amount Not to Exceed \$90,000; and Authorize the Board of Supervisors Chair to Sign the Amendment

RECOMMENDATION AND JUSTIFICATION

Approve Second Amendment to Agreement with JDT Consultants, Inc. for Therapeutic Behavioral Services, Increasing the Amount by \$15,000 to A New Amount Not to Exceed \$90,000; and Authorize the Board of Supervisors Chair to Sign the Amendment.

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

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board of Supervisors approved the First Amendment to Agreement on February 21, 2023 through Resolution No. 2023-89.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

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

FINANCIAL IMPACT

There is no impact on the General Fund.

ATTACHMENTS

1. Second Amendment - JDT Agreement 2023
2. JDT Consultants, 2023 (A01) - Res. 2023-89-EXECUTED
3. JDT Consultants 2023-CAO 05.04.2022-EXECUTED



MARIPOSA COUNTY

Board of Supervisors



RESOLUTION - ACTION REQUESTED 2023-483

MEETING: September 12, 2023

TO: The Board of Supervisors

FROM: Joe Lynch, Director of Health and Human Services

RE: Approve Second Amendment to Agreement with JDT Consultants, Inc. for Therapeutic Behavioral Services, Increasing the Amount by \$15,000 to A New Amount Not to Exceed \$90,000; and Authorize the Board of Supervisors Chair to Sign the Amendment

RECOMMENDATION AND JUSTIFICATION

Approve Second Amendment to Agreement with JDT Consultants, Inc. for Therapeutic Behavioral Services, Increasing the Amount by \$15,000 to A New Amount Not to Exceed \$90,000; and Authorize the Board of Supervisors Chair to Sign the Amendment.

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

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There is no impact on the General Fund.

ATTACHMENTS

1. Second Amendment - JDT Agreement 2023
2. JDT Consultants, 2023 (A01) - Res. 2023-89-EXECUTED
3. JDT Consultants 2023-CAO 05.04.2022-EXECUTED

VOTE RESULT

RESULT: **Adopted (UNANIMOUS)**

MOVER: District IV Supervisor Wayne Forsythe

SECONDER: District I Supervisor Rosemarie Smallcombe

AYES: District II Supervisor Poe, District I Supervisor Smallcombe, District IV Supervisor Forsythe, District V Supervisor Menetrey, District III Supervisor Toso

SECOND AMENDMENT TO AGREEMENT FOR THERAPEUTIC BEHAVIORAL SERVICES

THIS SECOND AMENDMENT TO AGREEMENT FOR THERAPEUTIC BEHAVIORAL SERVICES , is made and entered into this ____ day of _____20__, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as “County,” and JDT Consultants, Inc., hereinafter referred to as “Contractor.”

WHEREAS, County and Contractor have heretofore entered into an Agreement dated May 4, 2022, wherein Contractor agreed to provide therapeutic behavioral services; and

WHEREAS, County and Contractor have heretofore entered into First Amendment dated February 21, 2023, wherein Contractor agreed to increase compensation to \$75,000; and

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

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

1. Paragraph 3, “COMPENSATION,” and Exhibit B, “COST PROPOSAL,” are hereby amended to provide that an additional \$15,000 will be added to the amended amount of \$75,000, making the total compensation paid to Contractor the not to exceed amount of \$90,000.

Except as herein amended, the Agreement dated May 4, 2022 and First Amendment dated February 21, 2023 shall remain in full force and effect.

The Agreement, as hereby amended, is ratified and continued. All provisions, terms, covenants, conditions and promises contained in the Agreement not amended herein shall remain in full force and effect. This Amendment is effective retroactive to June 30, 2023. The parties shall treat the Agreement as if it had been in full force and effect continuously since June 30, 2023, without there having been any interruption of the Agreement whatsoever.

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

COUNTY OF MARIPOSA

CONTRACTOR

Miles Menetrey, Chair
Board of Supervisors

Jana Todd, CEO and President
JDT Consultants, Inc.

COUNTERSIGNED:
(*Government Code §25103*)

APPROVED AS TO FORM:

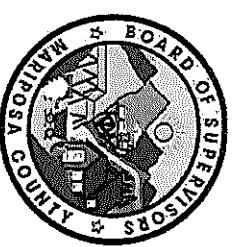
Danielle Bondshu
Clerk of the Board

Steven W. Dahlem
County Counsel



MARIPOSA COUNTY

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



RESOLUTION - ACTION REQUESTED 2023-89

MEETING: February 21, 2023

TO: The Board of Supervisors

FROM: Joe Lynch, Health & Human Services Agency Director

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

RECOMMENDATION AND JUSTIFICATION:

Approve First Amendment to Agreement with JDT Consultants, Inc., increasing the agreement amount by \$25,000 to a new amount not to exceed \$75,000; and authorize the Board of Supervisors Chair to sign the amendment.

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

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The existing agreement with JDT Consultants, Inc. was approved on May 4, 2022 by County Administrative Officer.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

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

FINANCIAL IMPACT:

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

ATTACHMENTS:

First Amendment - JDT Consultants Agreement 2023 (PDF)
JDT Consultants 2022 - Wsignatures - CAO 05.04.2022 (PDF)

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

FIRST AMENDMENT TO AGREEMENT FOR THERAPEUTIC BEHAVIORAL SERVICES

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

WHEREAS, County and Contractor have heretofore entered into an Agreement dated May 4, 2022, wherein Contractor agreed to provide therapeutic behavioral services; and

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

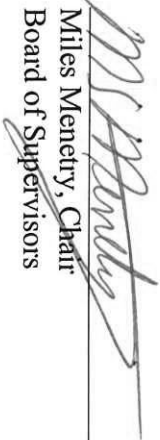
NOW THEREFORE, the parties hereto in consideration of the mutual covenants herein recited, hereby agree as follows:

1. Paragraph 3, "COMPENSATION," and Exhibit B, "COST PROPOSAL," are hereby amended to provide that an additional \$25,000 will be added to the original amount of \$50,000, making the total compensation paid to Contractor the not to exceed amount of \$75,000.

Except as herein amended, the Agreement dated May 4, 2022 shall remain in full force and effect.

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

COUNTY OF MARIPOSA


Miles Menetry, Chair
Board of Supervisors

CONTRACTOR


Jana Todd, CEO and President
JDT Consultants, Inc.

COUNTERSIGNED:

(Government Code §25103)

APPROVED AS TO FORM:


Danielle Bonds
Clerk of the Board


Steven W. Dahlem
County Counsel

AGREEMENT ROUTING SHEET

To: Danielle Bondshu or Tracy Gauthier Dept.: Clerk of the Board Date: May 3, 2022
From: Beth Rose Agreement with: JDT Consultants, Inc.

Section 1: TYPE OF PROCESSING REQUESTED: (Complete all Section 1. fields.)

- 1) Is this a digital signature request? Yes ☒ No ☐ (If No, please provide two original copies signed by vendor.)
- 2) Is this the standard County Agreement Form? Yes ☒ No ☐ If No, please answer the following question:
a. Has this non-standard agreement been vetted by County Counsel (if NOT going to the Board)?
Yes ☐ No ☐
(If Yes, provide approval to COB via email. If No, see instructions below. **Non-standard agreements will NOT be processed without County Counsel's approval.**)

Section 2: VENDOR AND AGREEMENT TYPE (Complete all Section 2. fields.)

Vendor Signator & Title: Jana Todd, CEO & President Vendor Email: jana.todd@jdtbts.com
(Name of person signing the agreement, and their title) (Email of signee)

For: Therapeutic Behavioral Services Term: 7/1/2022 - 6/30/2023
(Provide a brief description of the service provided or product purchased, i.e. "Police service dog training", "Annual Senior Health Fair", etc.) (Enter beginning "to" end. **Must be 1 year or less for DH or CAO agreements.**)

Is this an Amendment to an Agreement? Yes ☐ No ☒
(If Yes, attach copies of all prior amendments, AS WELL as the initial agreement.)

Section 3: PURCHASING AUTHORIZATION (Complete the appropriate Section 3. field.)

- ☐ **BOARD ACTION** M/Traq ID # or Res No.: _____ Scheduled Date: _____
- ☒ **PURCHASING CODE** (CAO or Department Heads - County Code Chapter 3.08.):
- ☐ \$ _____ **DEPARTMENT HEADS, Under \$10,000** (MCC Section 3.08.050):
(Purchasing Agent's approval required to purchase or lease real property or storage space.)
- ☒ \$ 50,000 **CAO as Purchasing Agent, Under \$50,000** (MCC Section 3.08.090):

Section 4: OTHER AUTHORIZATION (Complete the appropriate Section 4. field.)

- ☐ **CODE COMPLIANCE AGREEMENTS** (Signature Authority Policy (SAP) 5.2.1.3) \$ _____
- ☐ **SOFTWARE AS A SERVICE or OTHER SUBSCRIPTIONS or LICENSES** (SAP 5.2.1.4) \$ _____
- ☐ **INDEMNIFICATION AGREEMENTS** (Res. 05-117 and 04-346) \$ _____
- ☐ **INTRA-AGENCY AGREEMENTS & MOUs** (SAP 5.2.1.2) \$ _____

DIGITAL SIGNATURE INSTRUCTIONS

A. DH/CAO Approvals:

- If using the **UNCHANGED** County agreement template, proceed with routing to Clerk of the Board.
- If using vendor supplied agreements, or **MODIFIED** County Agreement template:
 - 1) Email to County Counsel's Office for vetting first (without routing slip.)
 - 2) After approval by County Counsel, submit to Clerk of the Board's Office WITH email or other verification of County Counsel's approval, and a completed routing sheet.

B. BOARD Items:

- Email a digital version of the agreement (indicating the pages needing to be signed) and this routing sheet to the Clerk of the Board's Office.

ROUTING

- **HARD COPIES:** Route agreements and routing sheet via interoffice mail to Tracy or Danielle in the COB's Office.
- **DIGITAL COPIES:** Combine agreement and new routing slip into one PDF document and email to Danielle (dwardle@mariposacounty.org) and Tracy (tgauthier@mariposacounty.org) in the COB's Office for procurement of signatures.

AGREEMENT FOR THERAPEUTIC BEHAVIORAL SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this 4th day of May, 2022, by and between the County of Mariposa, a political subdivision of the State of California, ("County"), and JDT Consultants, Inc. ("Contractor"), pursuant to the following terms and conditions.

W I T N E S S E T H:

1. TERM

The term of this Agreement shall commence on July 1, 2022 and terminate on June 30, 2023 unless extended as provided by this Agreement.

2. SERVICES

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

3. COMPENSATION

Contractor shall be compensated for services performed in an amount not to exceed \$50,000 as set forth in Exhibit B, "Cost Proposal," which is attached hereto and incorporated herein by reference. County shall pay Contractor within thirty (30) days of receipt of an approved invoice.

4. INSURANCE

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

A. MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

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

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

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

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

B. OTHER INSURANCE PROVISIONS

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

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

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

(3) Notice of Cancellation: Each insurance policy required above shall state that coverage shall not be canceled, except with at least thirty (30) calendar days' notice to County.

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

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

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

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

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

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

5. HOLD HARMLESS/INDEMNIFICATION

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

6. INDEPENDENT CONTRACTOR

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

7. PUBLIC EMPLOYEES RETIREMENT SYSTEM (CALPERS)

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

8. STATE AND FEDERAL TAXES

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

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

9. AUDITS AND INSPECTIONS

Contractor shall at any time during business hours, and as often as County may deem necessary, make available to County for examination all of its records and data with respect to the matters covered by this Agreement. Contractor shall, upon the request of County, permit County to audit and inspect all of such records and data necessary to ensure Contractor's compliance with the terms of this Agreement. If compensation to be paid by County under this Agreement exceeds Ten Thousand Dollars (\$10,000), Contractor shall be subject to the examination and audit of the California State Auditor, as provided in Government Code section 8546.7, for a period of three (3) years after final payment under this Agreement. This section survives the termination of this Agreement.

10. ASSIGNMENT

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

11. NOTICE

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

CONTRACTOR:

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

COUNTY:

County of Mariposa
5362 Lemee Lane
P.O. Box 99
Mariposa, CA 95338

12. COMPLIANCE

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

13. PUBLIC RECORDS ACT

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

14. ENTIRE AGREEMENT AND MODIFICATION

This Agreement contains the entire agreement of the parties relating to the subject matter of this Agreement and supersedes all prior agreements and representations with respect to the subject matter hereof. This Agreement may only be modified by a written amendment hereto, executed by both parties. If there are exhibits attached hereto, and a conflict exists between the terms of this Agreement and any exhibit, the terms of this Agreement shall control.

15. ENFORCEABILITY AND SEVERABILITY

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

16. TERMINATION AND RIGHTS UPON TERMINATION

A. This Agreement may be terminated upon mutual written consent of the parties, or as a remedy available at law or in equity. In the event of the termination of this Agreement, Contractor shall be entitled to compensation for services performed acceptably up to the effective date of termination as set forth in Exhibit B.

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

C. Should Contractor default in the performance of this Agreement or materially breach any of its provisions, County, at its option, may terminate this Agreement by giving written notification to Contractor. The termination date shall be the effective date of the notice. For the purposes of this subsection, default or material breach of this Agreement shall include,

but not be limited to, any of the following: failure to perform required services in a timely manner, willful destruction of County property, dishonesty, or theft.

17. NO WAIVER

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

18. DISPUTES

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

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

19. CAPTIONS

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

20. NUMBER AND GENDER

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

21. MANDATORY AND PERMISSIVE

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

22. SUCCESSORS AND ASSIGNS

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

23. COUNTERPARTS/ELECTRONIC, FACSIMILE, AND PDF SIGNATURES

This agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA"), Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of

the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA, as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code. Facsimile signatures or signatures transmitted via pdf document shall be treated as originals for all purposes.

24. OTHER DOCUMENTS

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

25. CONTROLLING LAW

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

26. AUTHORITY

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

27. NEGOTIATED AGREEMENT

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

28. NO RELIANCE ON REPRESENTATIONS

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

29. WARRANTY

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

30. FUNDING AVAILABILITY

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

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

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

COUNTY OF MARIPOSA

70F6BE08B8B

Jay D Kimble

ZorroSign

Jay D. Kimble

County Administrative Officer

CONTRACTOR

70F6BE08B95

Jana Todd

ZorroSign

Jana Todd, CEO and President

JDT Consultants, Inc.

APPROVED AS TO LEGAL FORM:

70F6BE08B81

Steven W. Dahlem

ZorroSign

Steven W. Dahlem

County Counsel

Exhibit A SCOPE OF WORK

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

Description of TBS

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

Staffing

Contractor will provide qualified and trained staff who are proficient in providing TBS services.

Contractor will provide the names of staff providing services and either proof of clearance for the following exclusion lists by the 5th of the month: OIG Exclusion Database, OIG Exclusion Database (waiver), California Medi-Cal Suspended and Ineligible provider list, Board of Behavioral Sciences (if applicable), National Provider Identifier Registry and the Social Security Death Master File or provide Name, Date of Birth, Social Security number and license number (if applicable) for all providers to allow the county to check the exclusion lists.

Contractor will provide proof of cleared background checks for the DOJ, CACI and FBI.

Contractor will have supervisors available to staff providing TBS during the time services are provided. County will provide supervisory contact in case the contract supervisor has a need to discuss the case.

Referrals

Contractor will accept or deny referrals within 3 business days of receipt.

Referrals from County will include: Client demographic information, Release of Information, current assessment, treatment plan with TBS interventions indicated, TBS referral form, authorization for TBS services and Medi-Cal verification print out.

Contractor will make contact with the family within 3 days of acceptance of referral.

If Contractor is unable to meet the needs of the child/family in scope or duration Contractor will notify the county within 24 hours.

Services

Services will be provided as outlined in the client treatment plan. Contractor will communicate with the county if changes need to be made to the client treatment plan.

Services will be provided as needed 24/7 based on assessment or urgent request from the client/family.

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

If the client no shows the appointment or cancels within 24 hours, the provider will document attempts in a communication note. If the client no shows/cancels two appointments in a row or has a pattern of inconsistently attending appointments, the provider will notify County to assist in scheduling and attendance.

Invoicing

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

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

Service Authorizations

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

Monthly reauthorization meetings shall include the following:

- Client progress toward behaviors targeted in the Plan of Care in measureable terms. The current frequency and duration of behaviors will be compared to the prior authorization period.
- Behavioral by the client as well as precipitating events that are rendering their current placement at risk will be identified and a specific intervention plan will be determined.

- Successful interventions in decreasing the client's target behaviors during the prior review period will be discussed. Types of interventions to be employed in the next authorization period will be overviewed.
- The strategies and effectiveness of involving the client's care provider during the previous authorization period will be discussed. Additional strategies for involving the client's care provider during the upcoming authorization period will be identified.
- Then plan for titration and discontinuance of TBS in the upcoming authorization period will be determined.
- The days and hours of services will be identified.
- The next reauthorization date will be established.

Provider appeals

Contractor may appeal a denied, terminated or modified request for services from HHSA. The appeal shall be submitted to HHSA within 30 calendar days of the postmark of the notification of the denial, termination or modification. Send the appeal to:

Mariposa County Health and Human Services Agency
 Attn: Quality Assurance
 P.O. Box 99
 Mariposa, CA 95338

Training

Contractor will provide training and consultation to identified HHSA employees to be designated by the director of HHSA in his sole discretion to provide TBS services. Training may include instruction or shadowing. Consultation may be in person or virtually to provide guidance on TBS interventions.

Exhibit B
COST PROPOSAL

Total cost of this agreement is not to exceed \$50,000. Client services will be invoiced at a rate of \$2.20 per minute. Travel to the service location will be claimed at a rate of \$2.20 per minute. If the client does not show for services or cancels within 24 hours and will not reschedule, the county will reimburse for 1/2 of the time that was scheduled for the appointment.

The Contractor will provide training and consultation to identified HHSA employees to be designated by the director of HHSA in his sole discretion to provide TBS services. Training may include instruction or shadowing. Consultation may be in person or virtually to provide guidance on TBS interventions. Training and consultation services will be provided at a cost of \$75.00 per hour with a maximum billing of 40 hours / \$3,000.



MARIPOSA COUNTY

Board of Supervisors



RESOLUTION - ACTION REQUESTED 2023-484

MEETING: September 12, 2023

TO: The Board of Supervisors

FROM: Joe Lynch, Director of Health and Human Services

RE: Approve Budget Action Transferring Funds Within the Behavioral Health Department Budget for Fiscal Year 2023 to Pay Expenses Through Year End (\$460,651) and Recognizing Grant Revenue and Increasing Salary Appropriations (\$132,540) (4/5's Vote Required)

RECOMMENDATION AND JUSTIFICATION

Approve Budget Action Transferring Funds Within the Behavioral Health Department Budget for Fiscal Year 2023 to Pay Expenses Through Year End (\$460,651) and Recognizing Grant Revenue and Increasing Salary Appropriations (\$132,540) (4/5's Vote Required).

This budget action increases Behavioral Health Department 402 client treatment appropriations and decreases excess salary appropriations. Client treatment expenses charged to Department 402 have exceeded the estimated budget for FY22-23, and salary expenses have been less than estimated. This Budget Action also recognizes grant revenue in fund 3606 and increases salary appropriations (\$132,540).

BACKGROUND AND HISTORY OF BOARD ACTIONS

In the normal course of business, the Agency must request Budget Actions to balance the various HHSA funds to pay actual expenses through the end of the fiscal year.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

If this budget action is not approved, the Agency will be unable to pay expenses and balance the budgets in the affected funds for FY22-23.

FINANCIAL IMPACT

There is no impact to the County General Fund. This budget action increases Behavioral Health Department 402 client treatment appropriations by \$460,651 and decreases excess salary appropriations by \$460,651, and this Budget Action recognizes grant revenue and increases salary appropriations (\$132,540).

ATTACHMENTS

1. FY2023 End of the year Mental Health Budget Action #2 20230817
2. FY2023 End of the year Mental Health Budget Action #3 20230818



MARIPOSA COUNTY

Board of Supervisors



RESOLUTION - ACTION REQUESTED 2023-484

MEETING: September 12, 2023

TO: The Board of Supervisors

FROM: Joe Lynch, Director of Health and Human Services

RE: Approve Budget Action Transferring Funds Within the Behavioral Health Department Budget for Fiscal Year 2023 to Pay Expenses Through Year End (\$460,651) and Recognizing Grant Revenue and Increasing Salary Appropriations (\$132,540) (4/5's Vote Required)

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If this budget action is not approved, the Agency will be unable to pay expenses and balance the budgets in the affected funds for FY22-23.

FINANCIAL IMPACT

There is no impact to the County General Fund. This budget action increases Behavioral Health Department 402 client treatment appropriations by \$460,651 and decreases excess salary appropriations by \$460,651, and this Budget Action recognizes grant revenue and increases salary appropriations (\$132,540).

ATTACHMENTS

1. FY2023 End of the year Mental Health Budget Action #2 20230817
2. FY2023 End of the year Mental Health Budget Action #3 20230818

VOTE RESULT

RESULT: **Adopted (UNANIMOUS)**

MOVER: District IV Supervisor Wayne Forsythe

SECONDER: District I Supervisor Rosemarie Smallcombe

AYES: District II Supervisor Poe, District I Supervisor Smallcombe, District IV Supervisor Forsythe, District V Supervisor Menetrey, District III Supervisor Toso

BUDGET ACTION FORM

FUND	DEP/DIV	ACCOUNT	DESCRIPTION	PROJECT	INCREASE	DECREASE
1001	402	51111	Regular salary and wages			90,727
1001	402	51112	51112-Extra Help			13,740
1001	402	51115	51115-Overtime			15,997
1001	402	51202	51202-Longevity Pay			1,396
1001	402	51215	51215-Incentive Pay - PERS			22,418
1001	402	52101	52101-Retirement - Employer			66,909
1001	402	52201	52201-Medical - Active Employees			197,357
1001	402	52202	52202-Dental - Active Employees			5,917
1001	402	52203	52203-Vision - Active Employees			1,006
1001	402	52205	52205-Life Insurance			333
1001	402	60542	Client - Treatment Facilities		415,800	
	FY2023 End of the year Mental Health Budget Action #2 20230817					
TOTALS					415,800	415,800

TRANSFER BETWEEN FUNDS					DEBIT	CREDIT
TOTALS					0	0

ACTION REQUESTED: (Check all that apply)

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

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

DEPARTMENT HEAD SIGNATURE _____

DATE _____

AUDITOR SIGNATURE _____

DATE _____

COUNTY ADMINISTRATIVE OFFICER SIGNATURE _____

DATE _____

APPROVED BY RES NO. _____

CLERK _____

DATE _____

DEPARTMENT _____

AUDITOR'S USE ONLY BA #

BUDGET ACTION FORM

FUND	DEP/DIV	ACCOUNT	DESCRIPTION	PROJECT	INCREASE	DECREASE
3537	402	51111	Regular salary and wages		24,993	
3537	402	60541	Client - Medical Professionals			24,993
3335	0402	51111	Regular salary and wages		19,858	
3335	0402	60519	Client - Contracted Program Costs			19,858
3606	0402	45063	State Grant Revenue - State		(132,540)	
3606	0402	51111	Regular salaries and wages		89,679	
3606	0402	51202	Monthly Longevity		907	
3606	0402	52301	Social Security		5,012	
3606	0402	52302	Medicare		1,177	
3606	0402	52201	Medical/Dental/Vision		24,757	
3606	0402	52101	Retirement - Employer		9,919	
3606	0402	52205	Life Insurance		48	
3606	0402	52303	SDI		999	
3606	0402	52206	Cash - Cafeteria Plan		42	
FY2023 End of the year Mental Health Budget Action #3 20230818						
TOTALS					44,851	44,851

TRANSFER BETWEEN FUNDS					DEBIT	CREDIT
TOTALS					0	0

ACTION REQUESTED: (Check all that apply)

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

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

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DATE

AUDITOR SIGNATURE

DATE

COUNTY ADMINISTRATIVE OFFICER SIGNATURE

DATE

APPROVED BY RES NO.

CLERK

DATE

DEPARTMENT

AUDITOR'S USE ONLY
BA #



MARIPOSA COUNTY

Board of Supervisors



RESOLUTION - ACTION REQUESTED 2023-485

MEETING: September 12, 2023

TO: The Board of Supervisors

FROM: Joe Lynch, Director of Health and Human Services

RE: Approve Amendment to a Three-Year Agreement with the Department of State Hospitals Increasing the Amount by \$80,000 for a New Amount Not to Exceed \$998,558; and Authorize the Board of Supervisors Chair to Sign the Amendment

RECOMMENDATION AND JUSTIFICATION

Approve Amendment to a Three-Year Agreement with the Department of State Hospitals Increasing the Amount by \$80,000 for a New Amount Not to Exceed \$998,558; and Authorize the Board of Supervisors Chair to Sign the Amendment.

The Mariposa Adult Detention Facility periodically houses inmates that are found incompetent to stand trial (IST) during their preliminary court hearings. When an inmate is determined to be IST pursuant to California Penal Code Section 1370, the inmate has historically been sent to California Department of State Hospitals (DSH) for treatment. Unfortunately, the inmate faces lengthy wait times for acceptance into a state hospital that can be delayed as much as 12 months and longer; once accepted, inmate restoration can be 30-90 days.

Due to a lack of available bed space at the state hospitals as well as an increasing number of wait listed offenders, DSH has provided an opportunity to partner with eligible and interested counties to establish Jail Based Competency Treatment (JBCT) programs. The Mariposa County Sheriff's Office and Mariposa County Health and Human Services Department will partner in the JBCT program and work collaboratively with the Department of State Hospitals. By partnering together, qualifying inmates will no longer have extended waiting periods and will be able to receive the appropriate care and treatment. The JBCT program can be operated regionally, accepting inmates from surrounding counties, or county specific. The JBCT program allows inmates to receive the same restoration to competency treatment at the County level. The program allows for expedited treatment as defendants can immediately begin receiving treatment upon the receipt of a court order. Once treatment has begun, the average length spent in the program, prior to competency restoration is 90 days.

The Mariposa County Sheriff's Office has a significant need to partner with DSH and Mariposa County Health and Human Services Agency for this JBCT program. Under current conditions, while the inmate is facing a waiting period to be moved

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board of Supervisors approved the current agreement through Resolution 2021-537 on September 28, 2021.

The Board of Supervisors approved the First Amendment to the current agreement through Resolution 2021-638 on November 23, 2021.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

If this 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

There is no impact on the General Fund.

ATTACHMENTS

- 1. 21-79002-000 A2 std213A with exhibits (1)**
- 2. 4440-2179002000-A1 Executed**



MARIPOSA COUNTY

Board of Supervisors



RESOLUTION - ACTION REQUESTED 2023-485

MEETING: September 12, 2023

TO: The Board of Supervisors

FROM: Joe Lynch, Director of Health and Human Services

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ATTACHMENTS

- 1. 21-79002-000 A2 std213A with exhibits (1)**
- 2. 4440-2179002000-A1 Executed**

VOTE RESULT

RESULT: Adopted (UNANIMOUS)

MOVER: District IV Supervisor Wayne Forsythe

SECONDER: District I Supervisor Rosemarie Smallcombe

AYES: District II Supervisor Poe, District I Supervisor Smallcombe, District IV Supervisor Forsythe, District V Supervisor Menetrey, District III Supervisor Toso

STANDARD AGREEMENT - AMENDMENT

STD 213A (Rev. 4/2020)

☒ CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 20 PAGES

AGREEMENT NUMBER	AMENDMENT NUMBER	Purchasing Authority Number
21-79002-000	A2	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:
\$998,558.00
Nine Hundred Ninety Eight 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 Amendment increases the Agreement's dollar amount of \$918,558.00 by \$80,000.00. The total maximum amount of this agreement shall now be \$998,558.00
- B. Exhibit A, "Scope of Work" is attached hereto. Deletions are in strike-through and additions are in bold
- C. Exhibit A-1, "Program Elements" is attached hereto. Deletions are in strike-through and additions are in bold
- D. Exhibit B, "Budget Detail and Payment Provisions" is attached hereto. Deletions are in strike-through and additions are in bold.

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	95338

PRINTED NAME OF PERSON SIGNING	TITLE
Miles Menetrey	Chair, Board of Supervisors

CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED
---------------------------------	-------------

STD 213A (Rev. 4/2020)

☒ CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 20 PAGES

AGREEMENT NUMBER 21-79002-000	AMENDMENT NUMBER A2	Purchasing Authority Number DSH-4440
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STATE OF CALIFORNIA

CONTRACTING AGENCY NAME Department of State Hospitals				
CONTRACTING AGENCY ADDRESS 1215 O Street, MS-1		CITY Sacramento	STATE CA	ZIP 95814
PRINTED NAME OF PERSON SIGNING Faith Hiatt		TITLE Section Manager, PCSS		
CONTRACTING AGENCY AUTHORIZED SIGNATURE		DATE SIGNED		
CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL		EXEMPTION (If Applicable) Budget Act Provision 13		

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) 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: Community Forensic Partnerships Division Attention: Selene Mujica Program Manager Address: 1215 O Street, MS-10 Sacramento, CA 95814 Phone: (916) 651-7913 Fax: (916) 651-1168 Email: <u>Selene.Mujica@dsh.ca.gov</u>	DSH Administrative Contact: Section/Unit: Community Forensic Partnerships Division Attention: Anabel Olazaba JBCT Analyst Address: 1215 O Street, MS-10 Sacramento, CA 95814 Phone: (916) 562-3812 Fax: (916) 651-1168 Email: <u>Anabel.Olazaba@dsh.ca.gov</u>
Mariposa County Contract Manager: Section/Unit: Sheriff's Office Attention: Captain Sean Land Captain Jake Bobman Address: 5099 Old Hwy North 5379 Hwy 49 Mariposa, CA 95338 Phone: (209) 966-3615 6 Fax: (209) 742-4975 Email: sland jbobman@mariposacounty.org	Mariposa County Sheriff Contact: Section/Unit: Mariposa County Adult Detention Facility Attention: Captain Jake Bobman Address: 5379 Hwy 49 Mariposa, CA 95338 Phone: (209) 966-3616 Fax: (209) 742-4975 Email: <u>jbobman@mariposacounty.org</u>

Mariposa County Jail – Medical Contact:	
Section/Unit: Jail Medical	
Attention: Margie Jessen – DNP Kristina Keheley, Director	
Address: 5186 Hospital Road Mariposa, CA 95338 5362 Lemee Lane Mariposa, CA 95338	
Phone: (209) 742-6694 (209) 966-3616	Fax: (209) 742-0996 (209) 742-2037
Email: kkeheley@mariposacounty.org driessendnp@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.

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.
 - 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.
- 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 DSH JBCT Policy and Procedures Manual, and appropriate statutes related to the JBCT program.
- B. The DSH shall be responsible for the development and design of the DSH JBCT Policy and Procedures 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.
- 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 one additional term of up to two years 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.

EXHIBIT A-1
PROGRAM ELEMENTS

1. PROGRAM ELEMENTS

- A. Contractor shall conduct Services virtually and in-person.
- B. **Referral Prior to Admission:** PMU will provide Contractor with a list of individuals committed to DSH who are eligible to receive services on at least a weekly basis. Contractor shall review the felony IST patient's active jail mental health and medical treatment records where the felony IST patient is incarcerated to determine the patient's psychiatric adherence, stability, and whether psychotropic medication has/has not been prescribed, and initiate psychotropic medication, if clinically indicated. Additionally, Contractor shall review any medical/mental health records received from the DSH PMU. The PMU shall provide all required documents for the IST packet to Contractor once available.
- C. Contractor shall initiate Services with felony IST patients based on commitment date, starting the initiation of Services with felony IST patients with the oldest commitment date.
 - i. All IST patients on the waitlist will be eligible to receive Services and will be suitable for admission into the JBCT.
- D. Services shall begin no later than three business days after receipt of the patient's name from the DSH PMU.
- E. Contractor shall ensure that all clinical staff are licensed to practice their discipline. Unlicensed staff may provide services only after Contractor seeks and obtains approval from the DSH Contract Manager or designee for an unlicensed clinician waiver.
- F. If Contractor requires additional medical or mental health records, Contractor will submit the request to the PMU and their designated JBCT Consulting Psychologist.
- G. For psychiatric services, Contractor may use a licensed psychiatric prescriber or an advanced nurse practitioner.
- H. Contractor shall grant designated DSH representatives' read only access to Contractor's electronic health record (EHR) for treatment planning and continuity of care purposes. In the event that there are barriers to EHR access in a county, Contractor agrees to electronically provide all patient records including, but not limited to, medical and mental health records within 48 hours of any request from DSH.
- I. **Removal of Patient Inmates No Longer Clinically Suitable**
 - i. 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.
- J. 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. Contractor shall also provide the required transfer/redirect documents to the DSH PMU as outlined in the DSH JBCT Policies and Procedures Manual.

L. 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)*.
- 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)*.

M. 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.

N. 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;
 - 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.

O. 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.
- v. Upon admission, for each felony IST patient, Contractor will focus on psychiatric and medication stabilization.
 - a. Record review with a focus on the felony IST patient's psychiatric history and whether psychotropic medication is necessary.
 - b. If psychotropic medication has not been initiated, prescribed, or the patient is refusing psychotropic medication, Contractor's psychiatric prescriber will assess the felony IST patient and determine the best treatment no later than five business days after admission.
 - c. If psychotropic medication has been prescribed and the patient is refusing medication that is clinically appropriate and indicated, Contractor will notify DSH to initiate the administrative law judge (ALJ) process to obtain an IMO.
 - d. Contractor shall strive to use long-acting medications when possible and as appropriate.
 - e. Contractor shall offer services to all admitted felony IST patients at least three times per week with the goal of building rapport with patients to improve medication adherence, overall mental health stability, and general understanding of competency restoration education.
 - f. Contractor shall document all offered services as well as refused services and any reasons why services were not received by the patient.
 - g. Contractor's licensed vocational nurse/psychiatric technician will be available to provide support and assistance to Contractor's psychiatric prescribers (including tele-psychiatrists/Psychiatric Nurse Practitioners), such as conducting labs, vitals, charting, ensuring there are no barriers to the medication prescription, liaising between the Contractor's psychiatric prescriber and jail/jail medical/jail mental health staff as necessary.

- vi. Contractor shall submit a monthly report to DSH that identifies the felony IST patients that were prescribed injectable psychotropic medications during the reporting period and explains the medical necessity for each prescription.
- vii. Contractor shall be responsible for providing DSH with routine, and up-to-date details of the FIST patient's medication, including but not limited to, Long-Acting Injectables (LAIs) containing the following information:
 - a. Date of administration of the medication
 - b. Order date of medication
 - c. Dosage amount of medication
 - d. Any other relevant medication information related to the FIST patient

P. 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.

Q. 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

R. 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:

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. <i>Caucasian/White, African American/Black, American Indian/Alaska Native, Asian, Native Hawaiian/Other Pacific Islander, Hispanic, Other</i>
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;

- 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.

S. 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. 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.
- B. Contractor shall provide individual sessions each 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 individually, e.g., a Patient Inmate understands court proceedings but struggles to apply the knowledge to their individual case.

- C. 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.
- D. 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

	<i>Monday</i>	<i>Tuesday</i>	<i>Wednesday</i>	<i>Thursday</i>	<i>Friday</i>
		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
<i>*Number of positions reflect full-time equivalent (FTE) values.</i>	

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. Contractor shall include in the invoices the costs for all psychiatric medications, Long Acting Injectable medications, and provided to patients in the Jail Based Competency Treatment (JBCT). If a medication is used for Psychiatric stabilization and not commonly known as a traditional psychotropic medication, then the contractor will review the use of the medication with the DSH for authorization of payment. Contractor shall invoice the DSH, following execution of this agreement, for LAIs provided to patients in the Jail Based Competency Treatment (JBCT) for expenses occurring beginning on April 1, 2023.
- D. 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.
- E. The DSH makes no guarantee, either written or implied, as to the actual amount of funds that will be expended under this Agreement.
- F. 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
1600 Ninth Street, Room 141
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.
 - 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	\$61,685
Medications - Daily Rate	\$13	\$4,745

A. The maximum amount of this Agreement shall not exceed **\$998,558.00** ~~918,558.00~~.

B. Pharmaceuticals:

- i. Upon invoicing, Contractor shall clearly identify the number of felony IST patients receiving early access and stabilization services in the monthly billing cycle.
- ii. The DSH shall compensate Contractor for prescribed psychotropic medication costs based on actual usage when medically necessary, which shall not exceed the contract total. Upon invoicing, Contractor shall clearly identify the cost per long-acting injection multiplied by the number of Patient Inmates that received the injection during the month that services were provided. The DSH and Contractor shall monitor drug usage and, if/when Contractor anticipates exceeding the Pharmaceuticals Budget, Contractor shall notify the DSH Contract Manager and the DSH will execute a contract amendment to this Agreement in order to increase the Pharmaceuticals Budget, contingent upon the availability of sufficient funds.

Prescribed Non-Formulary Injectable Psychotropic Medication (Pharmaceuticals)				
Cost Per Injection		Total Patient Inmates		Total for [insert month being invoiced]
[Insert actual cost for one injection of this medication]	X	[Insert number of Patient Inmates who received this injection in the month being invoiced]	=	\$ _____

Cost Category	Annual Allocation		
	FY 2022-23 (3 Months)	FY 2023-24 (12 Months)	FY 2024-25 (1 Month)
Pharmaceuticals	\$ 15,000	\$ 60,000	\$ 5,000

Cost Category	Monthly Allocation		
	FY 2022-23 (3 Months)	FY 2023-24 (12 Months)	FY 2024-25 (1 Month)
Pharmaceuticals	\$ 5,000	\$ 5,000	\$ 5,000

- iii. The monthly allocation amounts are based on dividing the annual allocation amounts and shall not exceed the budgeted annual allocation amounts by fiscal year.

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

STANDARD AGREEMENT - AMENDMENT

STD 213A (Rev. 4/2020)

☐ CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED _____ PAGES	AGREEMENT NUMBER 21-79002-000	AMENDMENT NUMBER A1	Purchasing Authority Number 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

P.O. Box 784

CITY

Mariposa

STATE

CA

ZIP

95338

PRINTED NAME OF PERSON SIGNING

Marshall Long

TITLE

Chair

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

11-23-21

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Department of State Hospitals

CONTRACTING AGENCY ADDRESS

1215 O Street, MS-1

CITY

Sacramento

STATE

CA

ZIP

95814

PRINTED NAME OF PERSON SIGNING

Tiffany Ladd

TITLE

Section Manager, PCSS

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

12/1/2021

CALIFORNIA DEPARTMENT OF GENERAL SERVICES

EXEMPTION (If Applicable)

APPROVED**Dec 16 2021****EE-bb**OFFICE OF LEGAL SERVICES
DEPT. OF GENERAL SERVICES

APPROVED AS TO FORM:


 STEVEN W. DAHLEM
 COUNTY COUNSEL



MARIPOSA COUNTY

Board of Supervisors



RESOLUTION - ACTION REQUESTED 2023-486

MEETING: September 12, 2023
TO: The Board of Supervisors
FROM: Joe Lynch, Director of Health and Human Services
RE: Approve an Agreement with Today Is A New Day Recovery Home in the Amount of \$135,000 for Residential Care; and Authorize the Board of Supervisors Chair to Sign the Agreement

RECOMMENDATION AND JUSTIFICATION

Approve an Agreement with Today Is A New Day Recovery Home in the Amount of \$135,000 for Residential Care; and Authorize the Board of Supervisors Chair to Sign the Agreement.

Mariposa County does not operate residential recovery facilities and therefore contracts for such services. There is a need for residential sober living support for those individuals who desire help but cannot stay clean and sober through other means of support, such as utilization of groups offered in the recovery community, traditional counseling services, and Heritage House.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The most recent agreement with Today is a New Day Recovery Home was approved by the Board of Supervisors on June 28, 2022 through Resolution No. 2022-381.

The Board of Supervisors approved a First Amendment to the Agreement through Resolution No 2023-299 on June 6, 2023.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

The need for residential care for substance-abuse clients remains strong for the upcoming fiscal year and beyond. If this agreement is not approved, HHSA may not be able to provide this service to its clients.

FINANCIAL IMPACT

There is no impact on the General Fund.

ATTACHMENTS

1. Today Is A New Day Agreement FY 2023-24



MARIPOSA COUNTY

Board of Supervisors



RESOLUTION - ACTION REQUESTED 2023-486

MEETING: September 12, 2023
TO: The Board of Supervisors
FROM: Joe Lynch, Director of Health and Human Services
RE: Approve an Agreement with Today Is A New Day Recovery Home in the Amount of \$135,000 for Residential Care; and Authorize the Board of Supervisors Chair to Sign the Agreement

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The need for residential care for substance-abuse clients remains strong for the upcoming fiscal year and beyond. If this agreement is not approved, HHSA may not be able to provide this service to its clients.

FINANCIAL IMPACT

There is no impact on the General Fund.

ATTACHMENTS

1. Today Is A New Day Agreement FY 2023-24

VOTE RESULT

RESULT: **Adopted (UNANIMOUS)**
MOVER: District IV Supervisor Wayne Forsythe
SECONDER: District I Supervisor Rosemarie Smallcombe

AYES:

District II Supervisor Poe, District I Supervisor Smallcombe, District IV Supervisor Forsythe, District V Supervisor Menetrey, District III Supervisor Toso

AGREEMENT FOR RESIDENTIAL RECOVERY SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this ____ day of _____, 20__, by and between the County of Mariposa, a political subdivision of the State of California, ("County"), and Today Is A New Day Recovery Home ("Contractor"), pursuant to the following terms and conditions.

W I T N E S S E T H:

1. TERM

The term of this Agreement shall commence on July 1, 2023 and terminate on June 30, 2024 unless extended as provided by this Agreement.

2. SERVICES

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

3. COMPENSATION

Contractor shall be compensated for services performed in an amount not to exceed \$135,000 as set forth in Exhibit C, "Cost Proposal," which is attached hereto and incorporated herein by reference. County shall pay Contractor within thirty (30) of receipt of an approved invoice.

4. INSURANCE

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

A. MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

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

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

(4) Professional Liability (Errors and Omissions): Insurance appropriate to Contractor's profession, with a limit of no less than \$1,000,000 per occurrence or claim, \$3,000,000 aggregate.

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

B. OTHER INSURANCE PROVISIONS

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

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

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

(3) Notice of Cancellation: Each insurance policy required above shall state that coverage shall not be canceled, except with at least thirty (30) calendar days' notice to County.

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

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

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

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

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

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

5. HOLD HARMLESS/INDEMNIFICATION

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

6. INDEPENDENT CONTRACTOR

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

7. PUBLIC EMPLOYEES RETIREMENT SYSTEM (CALPERS)

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

8. STATE AND FEDERAL TAXES

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

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

9. AUDITS AND INSPECTIONS

Contractor shall at any time during business hours, and as often as County may deem necessary, make available to County for examination all of its records and data with respect to the matters covered by this Agreement. Contractor shall, upon the request of County, permit County to audit and inspect all of such records and data necessary to ensure Contractor's compliance with the terms of this Agreement. If compensation to be paid by County under this Agreement exceeds Ten Thousand Dollars (\$10,000), Contractor shall be subject to the examination and audit of the California State Auditor, as provided in Government Code section 8546.7, for a period of three (3) years after final payment under this Agreement. This section survives the termination of this Agreement.

10. ASSIGNMENT

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

11. NOTICE

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

CONTRACTOR:

Today Is A New Day
Recovery Home
9985A Ernst Road
Coulterville, CA 95311

COUNTY:

County of Mariposa
5362 Lemee Lane
P.O. Box 99
Mariposa, CA 95338

12. COMPLIANCE

Contractor shall comply with all federal, state and local laws, codes, ordinances and regulations applicable to Contractor's performance under this Agreement, including, but not limited to, laws

related to prevailing wages. Specifically, Contractor shall not engage in unlawful employment discrimination, including, but not limited to, discrimination based upon a person's race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship or sexual orientation, as prohibited by state or federal law.

13. PUBLIC RECORDS ACT

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

14. ENTIRE AGREEMENT AND MODIFICATION

This Agreement contains the entire agreement of the parties relating to the subject matter of this Agreement and supersedes all prior agreements and representations with respect to the subject matter hereof. This Agreement may only be modified by a written amendment hereto, executed by both parties. If there are exhibits attached hereto, and a conflict exists between the terms of this Agreement and any exhibit, the terms of this Agreement shall control.

15. ENFORCEABILITY AND SEVERABILITY

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

16. TERMINATION AND RIGHTS UPON TERMINATION

A. This Agreement may be terminated upon mutual written consent of the parties, or as a remedy available at law or in equity. In the event of the termination of this Agreement, Contractor shall be entitled to compensation for services performed acceptably up to the effective date of termination as set forth in Exhibit C.

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

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

17. NO WAIVER

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

18. DISPUTES

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

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

19. CAPTIONS

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

20. NUMBER AND GENDER

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

21. MANDATORY AND PERMISSIVE

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

22. SUCCESSORS AND ASSIGNS

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

23. COUNTERPARTS/ELECTRONIC, FACSIMILE, AND PDF SIGNATURES

This agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA"), Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or

adopted by a person with the intent to sign the electronic record pursuant to the CUETA, as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code. Facsimile signatures or signatures transmitted via pdf document shall be treated as originals for all purposes.

24. OTHER DOCUMENTS

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

25. CONTROLLING LAW

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

26. AUTHORITY

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

27. NEGOTIATED AGREEMENT

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

28. NO RELIANCE ON REPRESENTATIONS

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

29. WARRANTY

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

30. FUNDING AVAILABILITY

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

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

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

COUNTY OF MARIPOSA

CONTRACTOR

Miles Menetrey, Chair
Board of Supervisors

Jerry Johnson, Owner
Today Is A New Day Home Recovery

COUNTERSIGNED:
(Government Code §25103)

APPROVED AS TO FORM:

Danielle Bondshu
Clerk of the Board

Steven W. Dahlem
County Counsel

Exhibit A
SCOPE OF WORK

Description of Services

Today is a New Day will provide sober living environment(s). The services provided to participants will include:

- Room and board
- Clean and sober living family oriented residential home(s).
CONTRACTOR will ensure the housing be secure, safe, and alcohol and drug free.
- Peer counseling
- Family support
- Referrals to community partners
- Drug Court support
- AA Meetings
- 12 Step Study and/or other recovery supports that promote a sober living and recovery environment.
- Spiritual recovery
- Life skills training and support
- Anger management classes
- Hygiene needs
- Transportation to Mariposa twice per week
- Employment and education support
- An opportunity to learn job skills in various fields
- Coordination of care with Probation and MCBHRS

CONTRACTOR will:

- Only accept county placements utilizing the County Referral process and official placement letter
- Ensure that services are provided to beneficiaries of the COUNTY which follow the laws of the State of California and in accordance with the rules and regulations of relevant Federal regulations.
- Provide the COUNTY with reports and documentation as requested within two weeks of request.
- Meet with MCBHRS no less than one time monthly for contract monitoring and programmatic progress.
- For each county placement, provide a monthly progress report to the Substance Use Disorder Supervisor.
- Notify COUNTY of the proposed discharge date and ensure that prior to exiting the program (either successfully or unsuccessfully) that each client has a transition plan and ensure coordination of continuing services.
County will make available a team meeting within seven days of request date of all persons served under this agreement.

Exhibit B

A. Additional Contract Restrictions

This Contract is subject to any additional restrictions, limitations, or conditions enacted by the Congress, or any statute enacted by the Congress, which may affect the provisions, terms, or funding of this Contract in any manner.

B. Personnel

Ensure that all personnel rendering services shall be employed by or under contract with the CONTRACTOR. They shall be members of CONTRACTOR professional staff. The services shall be provided under the direction of the CONTRACTOR facility Director and shall meet appropriate professional standards.

C. Contract Termination

Services provided by the CONTRACTOR will not relocate or reduce in type or frequency without notification to the MCBHRS within 24 hours and approved by the Department of Health Care Services.

D. Compliance Monitoring

1. The CONTRACTOR shall allow for compliance monitoring, including fiscal monitoring and be accountable for audit exceptions for failure to comply with requirements. Any deficiencies identified during compliance or fiscal monitoring will require a Corrective Action Plan to be submitted to the county.

E. Additional DMC Requirements

1. If the CONTRACTOR receives DMC funds, the CONTRACTOR shall comply with Minimum Quality Drug Treatment Standards for DMC [(DMC MQDTS document 2F(a))] and/or SABG [(DMC MQDTS document 2F(b))], as applicable.

2. Contractor and subcontractors that provide DMC services shall be responsible for verifying the Medi-Cal eligibility of each beneficiary for each month of service prior to billing for DMC services to that beneficiary for that month. Medi-Cal eligibility verification should be performed prior to rendering service, in accordance with and as described in the DHCS DMC Provider Billing Manual. Options for verifying the eligibility of a Medi-Cal beneficiary are described in the Department of Health Care Services DMC Provider Billing Manual

F. Transitional Housing

If contracted to provide transitional housing, CONTRACTOR will ensure that all individuals in transitional housing are engaged in Substance Use Disorder Treatment, off site, at all times during the individual's stay.

G. Hatch Act

CONTRACTOR agrees to comply with the provisions of the Hatch Act (Title 5 USC, Sections 15011508), which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

H. No Unlawful Use or Unlawful Use Messages Regarding Drugs

CONTRACTOR agrees that information produced through these funds, and which pertains to drugs and alcohol - related programs, shall contain a clearly written statement that there shall be no unlawful use of drugs or alcohol associated with the program. Additionally, no aspect of a drug or alcohol related program shall include any message on the responsible use, if the use is unlawful, of drugs or alcohol (HSC Section 11999-11999.3). By signing this Contract, CONTRACTOR agrees that it will enforce, and will require its subcontractors to enforce, these requirements.

I. Limitation on Use of Funds for Promotion of Legalization of Controlled Substances

None of the funds made available through this Contract may be used for any activity that promotes the legalization of any drug or other substance included in Schedule I of Section 202 of the Controlled Substances Act (21 USC 812).

J. Debarment and Suspension

CONTRACTOR shall not subcontract with any party listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp. p. 189) and 12689 (3 CFR part 1989., p. 235), "Debarment and Suspension." SAM exclusions contain the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

The CONTRACTOR shall advise all subcontractors of their obligation to comply with applicable federal debarment and suspension regulations, in addition to the requirements set forth in 42 CFR Part 1001.

K. Protected Health Information

1. Train all staff policies and procedures regarding PHI as necessary and appropriate for them to carry out their functions in accordance with 42 CFR and HIPAA.

2. Use only encrypted PHI as specified in the HIPAA Security Rule be disclosed via email. Unsecured PHI will not be disclosed via email.

3. All workforce members who assist in the performance of functions or activities on behalf of the Department, or access or disclose Department PHI or PI must complete information privacy and security training, at least annually, at CONTRACTOR's expense. Each workforce member who receives information privacy and security training must sign a certification, indicating the member's name and the date on which the training was completed. These certifications must be retained for a period of six (6) years following termination of this Agreement.

L. Health Insurance Portability and Accountability Act (HIPAA) of 1996

All work performed under this Contract is subject to HIPAA, CONTRACTOR shall perform the work in compliance with all applicable provisions of HIPAA. As identified in Exhibit F, DHCS and County shall cooperate to assure mutual agreement as to those transactions between them, to which this provision applies.

1. Trading Partner Requirements

a. No Changes. CONTRACTOR hereby agrees that for the personal health information (Information), it will not change any definition, data condition or use of a

data element or segment as proscribed in the 12 Federal Health and Human Services (HHS) Transaction Standard Regulation (45 CFR 162.915 (a)).

b. No Additions. CONTRACTOR hereby agrees that for the Information, it will not add any data elements or segments to the maximum data set as proscribed in the HHS Transaction Standard Regulation (45 CFR 162.915 (b)).

c. No Unauthorized Uses. CONTRACTOR hereby agrees that for the Information, it will not use any code or data elements that either are marked "not used" in the HHS Transaction's Implementation specification or are not in the HHS Transaction Standard's implementation specifications (45 CFR 162.915 (c)).

d. No Changes to Meaning or Intent. CONTRACTOR hereby agrees that for the Information, it will not change the meaning or intent of any of the HHS Transaction Standard's implementation specification (45 CFR 162.915 (d)).

2. Concurrence for Test Modifications to HHS Transaction Standards

CONTRACTOR agrees and understands that there exists the possibility that DHCS or others may request an extension from the uses of a standard in the HHS Transaction Standards. If this occurs, CONTRACTOR agrees that it will participate in such test modifications.

3. Adequate Testing

CONTRACTOR is responsible to adequately test all business rules appropriate to their types and specialties. If the CONTRACTOR is acting as a clearinghouse for enrolled providers, CONTRACTOR has obligations to adequately test all business rules appropriate to each and every provider type and specialty for which they provide clearinghouse services.

4. Deficiencies

CONTRACTOR agrees to correct transactions, errors or deficiencies identified by DHCS, and transactions errors or deficiencies identified by an enrolled provider if the CONTRACTOR is acting as a clearinghouse for that provider. When County is a clearinghouse, CONTRACTOR agrees to properly communicate deficiencies and other pertinent information regarding electronic transactions to enrolled providers for which they provide clearinghouse services

5. Code Set Retention

Both parties understand and agree to keep open code sets being processed or used in this Contract for at least the current billing period or any appeal period, whichever is longer.

6. Data Transmission Log

Both parties shall establish and maintain a Data Transmission Log which shall record any and all Data Transmissions taking place between the Parties during the term of this Contract. Each party will take necessary and reasonable steps to ensure that such Data Transmission Logs constitute a current, accurate, complete, and unaltered record of any and all Data Transmissions between the parties and shall be retained by each Party for no less than twenty-four (24) months following the date of the Data Transmission. The Data Transmission Log may be maintained on computer media or other suitable means provided that, if it is necessary to do so, the information contained in the Data Transmission Log may be retrieved in a timely manner and presented in readable form.

M. Charitable Choice

Nondiscrimination and Institutional Safeguards for Religious Providers

CONTRACTOR shall establish such processes and procedures as necessary to comply with the provisions of Title 42, USC, Section 300x-65 and Title 42, CFR, Part 54, (Reference Document 1B).

N. Counselor Certification

Any counselor or registrant providing intake, assessment of need for services, treatment or recovery planning, individual or group counseling to participants, patients, or residents in a DHCS licensed or certified program is required to be registered or certified as defined in Title 9, CCR, Division 4, Chapter 8, (Document 3H).

O. Cultural and Linguistic Proficiency

To ensure equal access to quality care by diverse populations, each service provider receiving funds from this Contract shall adopt the Federal Office of Minority Health Culturally and Linguistically Appropriate Service (CLAS) national standards (Document 3V). If the provider chooses not to participate in MCBHRS annual training, CONTRACTOR must provide the training at CONTRACTOR'S expense and provide proof of annual training.

P. Intravenous Drug Use (IVDU) Treatment

CONTRACTOR shall ensure that individuals in need of IVDU treatment shall be encouraged to undergo AOD treatment (42 USC 300x-23 (45 CFR 96.126(e))).

Q. Restriction on Distribution of Sterile Needles

No SABG funds made available through this Contract shall be used to carry out any program that includes the distribution of sterile needles or syringes for the hypodermic injection of any illegal drug unless DHCS chooses to implement a demonstration syringe services program for injecting drug users.

R. Tuberculosis Treatment

CONTRACTOR shall ensure the following related to Tuberculosis (TB):

1. Routinely make available TB services to each individual receiving treatment for AOD use and/or abuse.
2. Reduce barriers to patients' accepting TB treatment.
3. Develop strategies to improve follow-up monitoring, particularly after patients leave treatment, by disseminating information through educational bulletins and technical assistance.

S. Trafficking Victims Protection Act of 2000

CONTRACTOR and its subcontractors that provide services covered by this Contract shall comply with the Trafficking Victims Protection Act of 2000 (22 United States Code (USC) 7104(g)) as amended by section 1702 of Pub. L. 112-239. CONTRACTOR will provide annual training on TVPA for all staff.

T. Tribal Communities and Organizations

CONTRACTOR shall regularly assess (e.g. review population information available through Census, compare to information obtained in the California Outcome Measurement System for Treatment (CalOMS-Tx) to determine whether the population is being reached, survey Tribal

representatives for insight in potential barriers, the substance use service needs of the American Indian/Alaskan Native (AI/AN) population within the County geographic area, and shall engage in regular and meaningful consultation and collaboration with elected officials of the tribe, Rancheria, or their designee for the purpose of identifying issues/barriers to service delivery and improvement of the quality, effectiveness, and accessibility of services available to AI/NA communities within the County.

U. Byrd Anti-Lobbying Amendment (31 USC 1352)

CONTRACTOR certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. CONTRACTOR shall also disclose to DHCS any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

V. Nondiscrimination in Employment and Services

By signing this Contract, CONTRACTOR certifies that under the laws of the United States and the State of California, incorporated into this Contract by reference and made a part hereof as if set forth in full, CONTRACTOR will not unlawfully discriminate against any person.

W. Federal Law Requirements:

1. Title VI of the Civil Rights Act of 1964, Section 2000d, as amended, prohibiting discrimination based on race, color, or national origin in federally-funded programs.
2. Title VIII of the Civil Rights Act of 1968 (42 USC 3601 et seq.) prohibiting discrimination on the basis of race, color, religion, sex, handicap, familial status or national origin in the sale or rental of housing.
3. Age Discrimination Act of 1975 (45 CFR Part 90), as amended 42 USC Sections 6101 —6107), which prohibits discrimination on the basis of age.
4. Age Discrimination in Employment Act (29 CFR Part 1625).
5. Title I of the Americans with Disabilities Act (29 CFR Part 1630) prohibiting discrimination against the disabled in employment.
6. Title II of the Americans with Disabilities Act (28 CFR Part 35) prohibiting discrimination against the disabled by public entities.
7. Title III of the Americans with Disabilities Act (28 CFR Part 36) regarding access.
8. Section 504 of the Rehabilitation Act of 1973, as amended (29 USC Section 794), prohibiting discrimination on the basis of individuals with disabilities.
9. Executive Order 11246 (42 USC 2000(e) et seq. and 41 CFR Part 60) regarding nondiscrimination in employment under federal contracts and construction contracts greater than \$10,000 funded by federal financial assistance.
10. Executive Order 13166 (67 FR 41455) to improve access to federal services for those with limited English proficiency.
11. The Drug Abuse Office and Treatment Act of 1972, as amended, relating to nondiscrimination on the basis of drug abuse.
12. Confidentiality of Alcohol and Drug Abuse Patient Records (42 CFR Part 2, Subparts A-E).

13. CONTRACTOR shall provide services to all eligible persons in accordance with state and federal statutes and regulations and assure in the planning for the provision of services that clients are provided educational materials or other resources for the provision of services.

X. State Law Requirements:

1. Fair Employment and Housing Act (Government Code Section 12900 et seq.) and the applicable regulations promulgated thereunder (2 CCR 7285.0 et seq.).
2. Title 2, Division 3, Article 9.5 of the Government Code, commencing with Section 11135.
3. Title 9, Division 4, Chapter 8 of the CCR, commencing with Section 13000.
4. No state or federal funds shall be used by the CONTRACTOR or its subcontractors for sectarian worship, instruction, or proselytization. No state funds shall be used by the CONTRACTOR or its subcontractors to provide direct, immediate, or substantial support to any religious activity.
5. Noncompliance with the requirements of nondiscrimination in services shall constitute grounds for DHCS to withhold payments under this Contract or terminate all, or any type, of funding provided hereunder.
6. CONTRACTOR shall participate in the County Behavioral Health Director's Association of California. CONTRACTOR shall attend meetings, special meetings called by DHCS director and represent the program for the purpose of a relationship with DHCS with respect to policies, standards and administration for AOD abuse services.
7. CONTRACTOR shall provide timely access to care and services in accordance with CFR 42 (§ 422.112 Access to services) and ensure state standards, taking into account the urgency of the need for services.
8. Title 9, Division 4, Chapter 8 of the CCR, commencing with Section 13000.
9. No federal funds shall be used by the County or its subcontractors for sectarian worship, instruction, or proselytization. No federal funds shall be used by the County or its subcontractors to provide, direct, immediate, or substantial support to any religious activity.

Y. Reporting and Invoicing

CONTRACTOR shall submit detailed invoices and receipts of exact costs to be paid by COUNTY by the 15th of every month with the exception of the last invoice of the fiscal year being submitted no later than July 10. COUNTY will pay appropriate invoices within thirty (30) business days upon receipt.

Z. Information Access for Individuals with Limited English Proficiency

1. CONTRACTOR shall comply with all applicable provisions of the Dymally-Alatorre Bilingual Services Act (Government Code sections 7290-7299.8) regarding access to materials that explain services available to the public as well as providing language interpretation services.
2. CONTRACTOR shall comply with the applicable provisions of Section 1557 of the Affordable Care Act (45 CFR Part 92), including, but not limited to, 45 CFR 92.201, when providing access to:

- a. materials explaining services available to the public,
- b. language assistance,
- c. language interpreter and translation services, and
- d. video remote language interpreting services.

AA. Security Breaches

All security breaches will be reported immediately to the Quality Assurance unit with MCBHRS.

BB. Noncompliance with Reporting Requirements

CONTRACTOR agrees that DHCS has the right to withhold payments until CONTRACTOR has submitted any required data and reports to DHCS, as identified in Exhibit A, Attachment I, Part III- Reporting Requirements, or as identified in Document 1F(a), Reporting Requirements Matrix for Counties.

CC. Youth Treatment Guidelines

If contracted to provide treatment to youth, CONTRACTOR must comply with the guidelines in Document 1V, incorporated by this reference, "Youth Treatment Guidelines," in developing and implementing youth treatment programs funded under this Exhibit, until new Youth Treatment Guidelines are established and adopted. No formal amendment of this contract is required for new guidelines to be incorporated into this Contract.

CONTRACTOR must comply with DHCS guidelines in developing and implementing youth treatment programs funded under Enclosure 2 of SABG County Application, until new Youth Treatment Guidelines are established and adopted.

DD. Perinatal Services

1. If contracted to provide perinatal services, CONTRACTOR must comply with the perinatal program requirements as outlined in the Perinatal Services Network Guidelines. The Perinatal Services Network Guidelines are attached to this contract as Document 1G, incorporated by reference. The CONTRACTOR must comply with the current version of these guidelines until new Perinatal Services Network Guidelines are established and adopted. The incorporation of any new Perinatal Services Network Guidelines into this Contract shall not require a formal amendment.
2. CONTRACTOR receiving SABG funds for perinatal services must adhere to the Perinatal Services Network Guidelines, regardless of whether the CONTRACTOR exchanges perinatal funds for additional discretionary funds.
3. CONTRACTOR must be certified to provide perinatal recovery services to COUNTY beneficiaries who are authorized for services by COUNTY.
4. CONTRACTOR will ensure that documentation of pregnancy and last day of pregnancy are in the beneficiary record for all perinatal clients.

EE. Additional Contract Restrictions

1. This Contract is subject to any additional restrictions, limitations, or conditions enacted by the federal or state governments that affect the provisions, terms, or funding of this Contract in any manner.

Exhibit C
COST PROPOSAL

Compensation

Today is a New Day Recovery Home, inclusive of all services and outlined in Exhibit A will be paid per bed utilized by MCBHRS clients. A monthly fee of \$2,250 per person will be paid to Today is a New Day Recovery Home per bed. When clients do not receive services for an entire month, a daily rate of \$75.00, prorated when appropriate, will be paid to Today is a New Day Recovery Home. The total amount of the agreement is not to exceed \$135,000. The rates may fluctuate up to 10% based on state rate effective on the date of services

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MARIPOSA COUNTY

Board of Supervisors



RESOLUTION - ACTION REQUESTED 2023-487

MEETING: September 12, 2023

TO: The Board of Supervisors

FROM: Joe Lynch, Director of Health and Human Services

RE: Approve First Amendment to Agreement with Area 12 Agency on Aging; Authorize the Board of Supervisors Chair to Sign the Amendment; and Approve Budget Action Increasing Revenue and Appropriations to Include Intergenerational Activities Within Senior Services Program (\$10,000) (4/5ths Vote Required)

RECOMMENDATION AND JUSTIFICATION

Approve First Amendment to Standard Agreement with Area 12 Agency on Aging; Authorize the Board of Supervisors Chair to Sign the Amendment; and Approve Budget Action Increasing Revenue and Appropriations to Include Intergenerational Activities Within Senior Services Program for an Amount of \$10,000 (4/5ths Vote Required).

During this fiscal year, Health & Human Services Agency, Adult & Aging Services branch, will be able to expand the Senior Services programming by capitalizing on the additional funding received through Area 12 Agency on Aging for the following intergenerational activities:

- Farmers Market Kids Bucks & Senior Silver Dollar (vouchers)
- Collaboration with Heritage House & Mariposa Safe Families to present workshops at the Mariposa Senior Activity Center
- Monthly Veterans' Breakfast, beginning in October
- Elder Empowerment Coalition partnering with Mariposa Safe Families for Holiday Gifts & Created Cards for isolated, home-bound seniors
- Intergenerational Special Holiday Event at the Mariposa Senior Activity Center

BACKGROUND AND HISTORY OF BOARD ACTIONS

On June 9, 2020, the Board approved the initial Area 12 Agency on Aging (A12AA) Contract Extension Proposals for fiscal year 2020-21, Res. No. 2020-302. Included with this Board item are two (2) original standard agreements with support documents, Attachments A through D along with Exhibits A through H, between Area 12 Agency on Aging and Mariposa County Health & Human Services Agency, Adult & Aging Services, for the above stated programs for Fiscal Year 2020-2021. Board Chair and County Counsel signatures are required.

On July 7, 2020, the Board approved Standard Agreements for Senior Meals and Transportation Programs for FY 2020-2021 through Resolution No. 2020-375.

On June 15, 2021, the Board approved Proposed Agreements for Senior Meals and Transportation for FY 2021-2022 through Resolution No. 2021-349.

On August 3, 2021, the Board approved Standard Agreement for Senior Meals and Transportation for FY 2021-2022 through Resolution No. 2021-454.

On November 9, 2021, the Board approved First Amendment to Standard Agreement for FY 2021-2022 through Resolution No. 2021-616.

On December 14, 2021, the Board approved Second Amendment to Standard Agreement for FY 2021-2022 through Resolution No. 2021-667.

On March 15, 2022, the Board approved the Proposal for Senior Meals and Transportation Programs through Resolution No. 2022-169.

On July 12, 2022, the Board approved the Standard Agreement for Senior Meals and Transportation for FY2022-2023 through Resolution No. 2022-409

On June 6, 2023, the Board approved the Contract Renewal Proposal for Fiscal Year 2023 - 2024 through Resolution No. 2023-294.

On August 1, 2023, the Board approved the Standard Agreement for Fiscal Year 2023 - 2024 through Resolution No. 2023-411.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

A negative action would sever an additional funding source for the agency, which would suspend the planned intergenerational events for this fiscal year.

FINANCIAL IMPACT

There is no impact on the General Fund.

ATTACHMENTS

1. **Area 12 - Contract Transmittal Letter 2024**
2. **Area 12 - Summary of Contract Changes 2024**
3. **Area 12 - Standard Agreement 2024**
4. **Area 12 - Proposal 2024 (2nd Year) - Res. 2023-294-Executed**
5. **Amendment - Area 12 Standard Agreement 2024**
6. **Budget Action - Area 12 Standard Agreement 2024**

VOTE RESULT

RESULT: **Adopted (UNANIMOUS)**

MOVER: District IV Supervisor Wayne Forsythe

SECONDER: District I Supervisor Rosemarie Smallcombe

AYES: District II Supervisor Poe, District I Supervisor Smallcombe, District IV Supervisor Forsythe, District V Supervisor Menetrey, District III Supervisor Toso



MARIPOSA COUNTY

Board of Supervisors



RESOLUTION - ACTION REQUESTED 2023-487

MEETING: September 12, 2023

TO: The Board of Supervisors

FROM: Joe Lynch, Director of Health and Human Services

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FINANCIAL IMPACT

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ATTACHMENTS

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6. **Budget Action - Area 12 Standard Agreement 2024**

VOTE RESULT

RESULT: **Adopted (UNANIMOUS)**

MOVER: District IV Supervisor Wayne Forsythe

SECONDER: District I Supervisor Rosemarie Smallcombe

AYES: District II Supervisor Poe, District I Supervisor Smallcombe, District IV Supervisor Forsythe, District V Supervisor Menetrey, District III Supervisor Toso

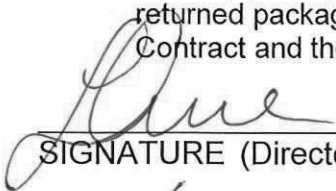
CONTRACT TRANSMITTAL LETTER
(Must be signed and returned with Contract package)

Kristin Millhoff, Executive Director
Area 12 Agency on Aging
19074 Standard Rd., Suite A
Sonora, California 95370

Enclosed please find all documents required for the execution of the contract with the Area 12 Agency on Aging (A12AA). All documents have been reviewed for completeness and all supporting documents identify the Contractor's name **exactly** as shown on the Standard Agreement.

The following documents are enclosed. Place a check in each box indicating completion. (*All documents are mandatory.*)

- ☒ **One Standard Agreement(s)** signed with original signatures. SIGNATURE STAMPS WILL NOT BE ACCEPTED.
- ☒ **RESOLUTION or MINUTES** of meeting authorizing execution of this Contract. *The Contract Fiscal Year and specific programs must be referenced in the Resolution or Minutes and already be on file with you.*
- ☒ **CERTIFICATE OF INSURANCE** referencing the Contract Program or Letter of Self-Insurance already on file for General Liability.
- ☒ **CERTIFICATE OF INSURANCE** referencing the Contract Program or Letter of Self-Insurance already on file for Automobile Liability.
- ☒ **CERTIFICATE OF INSURANCE** referencing the Contract Program or Letter of Self-Insurance already on file for Professional Liability.
- ☒ **INFORMATION INTEGRITY AND SECURITY STATEMENT** referencing the contract program and *must be signed and returned with this agreement.*
- ☒ **CONTRACTOR CERTIFICATION CLAUSES (CCC-307)**
- ☒ **AGENCY CONTRACTS REPRESENTATIVE (ACR)** filled out completely and signed.
- ☒ **AUTHORIZED SIGNATORY FORM** -- Signed by Governing Board Chairperson.
- ☐ This Contract Transmittal Letter is enclosed with this contract package.
- Upon receipt of a complete and correct contract package, the contract will be promptly executed and a copy sent to our organization.
- If items are missing, the Provider has 120 days to be in compliance with this agreement. Failure to comply with providing required documentation will result in the package being returned. The returned package will include a statement indicating the reason(s) for return. Execution of this Contract and the availability of funds may be delayed.



SIGNATURE (Director or designee)

DATE: 6-29-23

111B - C-18C-2

Program(s)

INSTRUCTIONS FOR PROCESSING THIS CONTRACT

All documents must identify the Contractor's legal name **exactly** as shown on the Standard Agreement. Area 12 Agency on Aging (A12AA)

DOCUMENTS REQUIRED TO EXECUTE CONTRACT

- **One Standard Agreement(s)** (with terms and conditions) signed with original (wet) signatures. SIGNATURE STAMPS WILL NOT BE ACCEPTED.
- **Resolution/Minutes** – If your agency is a public entity, the A12AA requires a resolution from the Board of Supervisors or equivalent governing body authorizing the execution of this Contract. If your agency is private non-profit, the A12AA requires an authorization by the Board of Directors to execute this Contract. These documents must reference the **Contract Number (Fiscal Year)** and **specific programs** and may reference more than one program. If the resolution/minutes does not also authorize the signing of **amendments** for those contracts, another resolution/minutes will have to be obtained upon the amending of this Agreement.
- **Certificate of Insurance** referencing the Contract Number/Program or Letter of Self-Insurance for General Liability. Certificates may reference more than one Contract Number. Certificates and/or Letters of Self-Insurance must meet the conditions specified in ARTICLE XV of this Agreement. **The additional insured statement must name the Area 12 Agency on Aging as the additional insured.**
- **Certificate of Insurance** referencing the Contract/Program or Letter of Self-Insurance for Professional Liability and Auto Liability. **The liability certificate must name the Area 12 Agency on Aging as the additional insured.**
- **Information Integrity and Security Statement** referencing the contract or fiscal year and program names and *must be signed and returned with this Agreement.*
- **CCC-307** - filled out completely and signed.
- **Agency Contracts Representative (ACR)** – filled out completely and signed.
- **Authorized Signatory Form** - Signed by Governing Board Chairperson and current positions.

NOTICE:

The Area 12 Agency on Aging requires that all the supporting documents be returned with the Contract as a complete package. Do not return incomplete packages. They will be returned immediately.

Each Contract package must stand on its' own. Copies of supporting documents that do not need original signatures; (i.e., Insurance Certificates or Resolutions) will be accepted. If you have more than one Contract with the Area 12 Agency on Aging, you may send one Insurance Certificate listing all the programs the Insurance Certificate includes.

Failure to complete each Contract Package or to return the required documents that meet the specifications of the Area 12 Agency on Aging will delay processing of the Contract and may affect the timely release of your request for funds.

If you have any questions regarding the terms and conditions/program exhibits of this Agreement or if you have questions regarding these instructions, the contract processing requirements, or the required documents, contact Kristin Millhoff, Executive Director.

**Provider Contract with Area 12 Agency on Aging
Summary of Contract Changes made to FY 2023--2024**

Location	What was changed	Rationale for change
Exhibit A Article I. Section A. Item 5	5. To-Go Meals means meals that are picked up by clients (or client's) agent) or delivered to clients who are comfortable dining in a congregate meal setting. a. C-1: To-Go meals are categorized as C-1 meals if they are consumed onsite and include in-person interaction (e.g., dining at congregate site such as restaurant, food truck, etc., or one-on-one with program volunteer) or consumed offsite and include virtual interaction (e.g., group interaction via Zoom, FaceTime, etc., or one-on-one with program volunteer via telephone) during the meal. b. C-2: To-Go meals are categorized as C-2 meals if they are consumed offsite without in-person or virtual interaction.	Added by CDA to define To-Go meals which are now a permanent option in the Title IIIC program.
Exhibit A Article I, Section A, Item 6	6. Title IIIC-2 – Home Delivered Nutrition Services) Means nutrition services provided to frail, homebound, or isolated older individuals including meals, nutrition education, and nutrition risk screening. Each meal shall provide one-third (1/3) of the Dietary Reference Intakes (DRI) and comply with the most current Dietary Guidelines for Americans [22 CCR 7135; 22 CCR 7638.7(c)]	Added by CDA to provide clarification from ACL that being homebound is not a requirement for C-2 eligibility.
Exhibit A Article II, Section A, Item 29	To ensure all data is collected for the unmet need as requested by the US Legislature, Contractor, either as a direct service provider, must develop and implement a Wait List policy and procedure. The policy and procedure must include provisions for: prescreening individuals to determine eligibility; managing applicants' placement on and removal from the Wait List; periodically reviewing the eligibility and identified needs of applicants on the Wait List; and assigning priority for enrollment based on Wait list.	Added by CDA; wait list policy.
Exhibit A Article III Section A	The following units of service are required for a home delivered nutrition program. Meals must comply with the Dietary Guidelines for	Updated regulatory references

**Provider Contract with Area 12 Agency on Aging
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	Americans, 2020-2025; If one meal is served, it must provide a minimum of 33 and 1/3 percent of the current daily Dietary Reference Intake (DRI) as established by the ACL's Office of Nutrition & Health Promotion (ONHPP);	
Exhibit B Article IV, B	Title IIIB, IIIC, IIIB Ombudsman, VIIa Ombudsman Supplement, VIIA Elder Abuse Prevention, Ombudsman Citation Penalties, Licensing and Certification Program Funds, Skilled Nursing Facility Quality and Accountability Funds, CARES Act, Elder Justice Act, and Older Californians Act. Contractor shall prepare and submit a monthly expenditure report in an electronic format and a request for funds by the 15th of each month unless otherwise specified by A12AA. The report shall include all costs and funding sources for the prior month.	Combined A and B as requirements are the same.
Exhibit D Article VI Section B Item 1.	1. Until an audit of the July 1, 2023 through June 30, 2024 period of expenditures has occurred and an audit resolution has been issued or unless otherwise authorized in writing by A12AA and CDA's Audit and Risk Management Branch;	Clarify what records need to be maintained until A12AA has audited this specific time period.
Exhibit D Article VI Section E	Adequate source documentation of each transaction shall be maintained relative to allowability of expenditures reimbursed by A12AA under this Agreement. Source documentation includes, but is not limited to: vendor invoices, bank statements and cancelled checks, bank/credit card statements, contracts and agreements, employee time sheets, purchase orders, indirect cost allocation plans.	CDA added to clarify types of source documentation needed.
Exhibit D Article VII Section H Item 1.	Prior to disposal of any property purchased by Contractor with funds awarded under this Agreement or any predecessor agreement, Contractor must obtain approval from A12AA for all items with a unit cost of \$5000 or more	CDA added to clarify.

**Provider Contract with Area 12 Agency on Aging
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	regardless of the acquisition value or computing devices with digital memory and storage capacity. Disposition, which includes sale, trade-in, discarding, or transfer to another agency may not occur until approval is received from A12AA. Contract shall follow A12AA's Inventory Instructions, Provider Responsibilities, and use the Inventory Transfer/Disposal Form provided by A12AA to dispose of property. Property is not be disposed of until approved by A12AA. (A12AA submits both the CDA 248 and STD 152 and must receive approval from CDA before disposing of property.) Contractor will be liable to repayment of purchase price of equipment if they dispose of the equipment without prior approval from A12AA and CDA.	
Exhibit D Article VII Item I	Any loss, damage, or theft of equipment shall be investigated and fully documented and Contractor shall promptly notify A12AA and shall provide copies of investigative documentation and police reports as requested by A12AA. A12AA will notify CDA. [CFR 215.34]	CDA updated to include provision of police report.
Exhibit D Article X Section A Item 2	Contractor shall make available all reasonable information necessary to substantiate that expenditures under this agreement are allowable and allocable, including, but not limited to accounting records, vendor invoices, bank statements, cancelled checks, bank/credit card statements, contracts and agreements, employee time sheets, purchase orders, indirect cost allocation plans. Contractor shall agree to make such information available to the A12AA or any of their duly authorized representatives, including representatives of the entity selected by A12AA to perform inspections, for examination, copying, or mechanical reproduction, on or off the premises of the appropriate entity upon reasonable request.	CDA clarification of types of documents required for an A12AA or CDA audit.
Exhibit D Article X Section B Item a.	a. Financial closeouts (2CFR 200.1 and 45 CFR 75.2)	CDA updated reference
Exhibit D	c. Allocation of expenditures (2 CFR 200.1 and	CDA updated

**Provider Contract with Area 12 Agency on Aging
Summary of Contract Changes made to FY 2023--2024**

Article X Section B Item b	45 CFR 75.2)	reference
Exhibit D Article XI Section A Item 3	If applicable, contractor shall comply with the Public Utilities Commission (PUC) General Order No. 115-G which requires higher levels of insurance for charter party carriers of passengers and is based on seating capacity as follows:	CDA updated; Supersedes 115-F
Exhibit E Article 1 Section 23	Contractors of Title IIIC program shall annually assess all Title C-1 and C-2 client's nutrition risk using the Determine Your Nutritional Risk checklist published by the Nutrition Screening Initiative. [OAA §339(2)(J); OAA §207(a)(3)]	CDA clarified the requirement for nutrition risk assessment using the Determine checklist is required for both C-1 and C-2.
Exhibit E Article III Section E	A12AA collects the program specific data that is entered in the WellSky software database by each contracting provider. Program specific OAAPS requirements are entered into WellSky for monthly reporting through A12AA to CDA by the contracting Providers. This data is due to the A12AA by the 5 th working day of each month following the month being reported. Contracting service providers are responsible for:	Added for clarification; in RFP document
	The collection of the required program specific data, Providing staff with WellSky training Providing staff with the appropriate number of hours to maintain the data, Assuring the data is accurately entered into WellSky, Reporting in the WellSky database as required, The cost of the WellSky licensing. Contractors shall utilize the WellSky system on the portal.wellsky.com site. Software and licensing shall be provided through the A12AA. The cost of the annual fees and user licenses for the software will be an allowable expense for the Provider and is required for the Provider unless other arrangements are made.	

STANDARD AGREEMENT BETWEEN
MARIPOSA COUNTY HEALTH & HUMAN SERVICES AGENCY,
ADULT & AGING SERVICES

As SERVICE PROVIDER

5362 Lemee Lane, PO Box 99, Mariposa, CA 95338
Mariposa County Senior Center, 5246 Spriggs Lane, Mariposa, CA 95338
Mariposa County

Agreement Number: FY2023-2024 – Mariposa County HHS Agency,
Adult & Aging Services

Programs: IIIC-1 Congregate Meals, IIIC-2 Home Delivered Meals,
and IIIB Transportation

OLDER AMERICANS ACT (OAA) FUNDING
TITLES III-B, C, D, AND VII(a) and VII(b)

And

AREA 12 AGENCY ON AGING

(Hereinafter Referred to as A12AA)

19074 Standard Road, Suite A, Sonora, California 95370

WITNESSETH:

1. TERM

This **AGREEMENT (“Agreement”)** is made and entered into this 1st day of July, 2023, by and between A12AA and Mariposa County Health & Human Services Agency, Adult & Aging Services (**“Contractor”**) pursuant to the following terms and conditions.

The term of this Agreement is July 1, 2023 through June 30, 2024.

2. COMPENSATION

The maximum amount of this Agreement is \$214,832.00, two hundred fourteen thousand, eight hundred thirty two dollars and no cents.

Congregate Meals	\$ 86,400.00
Congregate Meals NSIP	6,857.00
Home Delivered Meals	51,680.00
Home Delivered Meals NSIP	3,920.00
Transportation	+ <u>65,975.00</u>
TOTAL:	\$ 214,832.00

3. SERVICES

Contractor shall provide congregate meals, home delivered meals and transportation services, as described in Exhibits A - H, which are attached hereto and incorporated herein by reference. Contractor shall provide all staffing and materials necessary to perform the Scope of Work.

Exhibit A -	Scope of Work	11 Pages
Exhibit B -	Budget Detail and Payment Provision	9 Pages
Exhibit C -	General Terms and Conditions	5 Pages
Exhibit D -	Special Terms and Conditions	31 Pages
Exhibit E -	Additional Provisions	7 Pages
Exhibit F -	Non-Expendable Equipment/Vehicle Inventory	1 Page
Exhibit G -	Performance Standards	4 Pages
Exhibit H -	Condition Statement(s), (RFP, Contract Renewals, and Program Standards)	45 Pages

This document is a binding agreement to conduct a service program for older adults age 60+ in a manner consistent with the intent and regulations applicable to service programs under Title III of the Older Americans Act of 1965, as amended, and Older Californians Act of 2020, as amended.

4. FUNDING AVAILABILITY

The funding amounts contained in this Agreement represent A12AA's best estimate of available funding. This Agreement may be subject to modification by A12AA if estimates change. It is mutually agreed that if the A12AA budget of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, A12AA shall have no liability to pay any funds whatsoever to Contractor or to furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement. Contractor's assumption of risk of possible non-appropriation is part of the consideration for this Agreement.

Available funds may supplement, but not replace other funds.

5. RENEWAL

This Agreement may be eligible for renewal in each of the subsequent three years following the initial RFP cycle, 2022-2026, and are subject to funding availability and Contractor's fulfillment of its contractual responsibilities.

6. NON-DISCRIMINATION

Contractor agrees that it will comply with Title VI and VII of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973 as amended; the Age Discrimination Act of 1975 as amended; the Food Stamp Act of 1977, as amended and in particular section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code Section 51 et seq., as amended; California Government Code section 11135-11139.5 as amended; California Government Code section 12940 (c)(h)(l), (i) and (j); California Government Code section 4450; Title 22, California Code of Regulations section 98000-98413; Title 24 of the California Code of Regulations, Section 3105A(e); the Dymally-Alatorre Bilingual Services Act (California Government Code Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable federal and state laws, as well as their implementing regulations [including 45 Code of Federal Regulations (CFR) Part 80, 84, and 91, 7 CFR Part 15, and 28 CFR Part 42] by ensuring that employment practices and the administration of public assistance and social services program are nondiscriminatory, to the effect that no person shall because of ethnic group identification, age, sex, gender identification, color, disability, medical condition, national origin race, ancestry, marital status, religion, religious creed or political belief be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance; and hereby give assurance that it will immediately take any measures necessary to effectuate this Agreement.

This assurance is binding on the Contractor directly through contract, license, or other provider services, so long as it receives federal or state assistance.

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

7. INDEMNIFICATION

Contractor agrees to indemnify, defend and save harmless A12AA, 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.

If such indemnification becomes necessary, A12AA shall have the absolute right and discretion to approve or disapprove of any and all

counsel employed to defend A12AA. This indemnification clause shall survive the termination or expiration of this Agreement.

8. ASSIGNMENT

This Agreement is for the professional services of Contractor and it shall not assign, subcontract or sublet any part of this Agreement without the express prior written consent of A12AA. Any assignment without the express prior written consent of A12AA is void.

9. TERMINATION AND RIGHTS UPON TERMINATION

- A. This Agreement may be terminated upon mutual written consent of the parties, or as a remedy available at law or in equity. In the event of the termination of this Agreement, Contractor shall immediately be paid all fees earned as of the effective date of termination.
- B. Either party may terminate this Agreement for convenience upon thirty (30) calendar days' written notice to the other party. Upon termination for convenience, Contractor shall be entitled to compensation for services performed acceptably up to the effective date of termination, as set forth in Exhibit A.
- C. Should Contractor default in the performance of this Agreement or materially breach any of its provisions, A12AA, at its option, may terminate this Agreement by giving written notification to Contractor. The termination date shall be the effective date of the notice. For the purposes of this subsection, default or material breach of this Agreement shall include, but not be limited to, any of the following: failure to perform required services in a timely manner, willful destruction of A12AA property, dishonesty, or theft.
- D. If A12AA terminates this Agreement for default or material breach, then Contractor shall be liable for any reasonable costs in excess of the Agreement amount incurred by A12AA in order to complete Exhibit A, "Scope of Work." In addition, Contractor understands and agrees that A12AA may, in its sole discretion, refuse to pay Contractor for that portion of Contractor's services which were performed by Contractor prior to the termination date and which remain unacceptable to A12AA as of the termination date.

10. DISPUTES

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

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

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

11. INSURANCE

A. Contractor shall provide at its own expense and maintain at all times the following insurance with insurance companies acceptable to A12AA and the California Department of General Services, Office of Risk and Insurance Management, or be provided through partial or total self-insurance acceptable to A12AA and the Department of General Services. Contractor shall provide notice to A12AA thirty (30) days prior to cancellation or material change for all of the following stated insurance policies:

- i. Workers' Compensation Coverage – Workers' Compensation Insurance and Employer's Liability Insurance for employees in accordance with the laws of the State of California (including requiring any authorized subcontractor to obtain such insurance for its employees).
- ii. General Liability Coverage - Commercial general liability insurance with a minimum liability limit per occurrence of one million dollars (\$1,000,000) for bodily injury and one hundred thousand dollars (\$100,000) property damage combined. Higher limits may be required by A12AA in cases of higher than usual risks. If a commercial general liability insurance form or other form with general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Coverage shall be included for premises, operations and broad form contractual.
- iii. Automobile Liability insurance with a minimum limit of liability per occurrence of \$1,000,000 for bodily injury and \$100,000 for property damage. This insurance shall cover for bodily injury and property damage, owned, hired and non-owned vehicles. This insurance shall cover volunteers and paid employees providing services supported by this Agreement.
- iv. Automobile Liability for Charter-Party Carriers: If applicable, contractors and subcontractors shall comply with the Public Utilities Commission (PUC) General Order No. 115-F which requires higher

levels of insurance for charter-party carriers of passengers and is based on seating capacity as follows: \$750,000 if seating capacity is under 8; \$1,500,000 if seating capacity is 8-15; \$5,000,000 if seating capacity is over 15, unless otherwise amended by future regulation.

- v. Professional Liability: Professional errors and omissions liability for protection against claims alleging negligent acts, errors or omissions which may arise from Contractor's operations under this Agreement, whether such operations be by Contractor or by its employees or subcontractors. The amount of this insurance shall not be less than one million dollars (\$1,000,000) per claim.
- vi. The Certificate of Insurance shall provide the statement: "The Area 12 Agency on Aging, its officers, agents, employees, and servants are included as additional insured's, with respect to work performed for the Area 12 Agency on Aging ."
- vii. The A12AA shall be named the certificate holder and the A12AA address must be listed on the certificate.

12. COMPLIANCE

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

All services performed by Contractor under this Agreement shall be in strict conformance with all applicable federal, state and/or local laws and regulations relating to confidentiality, including, but not limited to, California Civil Code section 56 et seq., Welfare and Institutions Code sections 827, 5328, 10850 and 14100.2, Health and Safety Code sections 11977 and 11812, 22 California Code of Regulations section 51009, and 42 Code of Federal Regulations section 2.1 et seq.

As applicable, Contractor shall comply with the State of California's General Terms and Conditions GTC-610, effective 6/9/2010, which is attached hereto as Exhibit C and incorporated herein by reference.

13. APPLICABLE LAWS AND REGULATIONS

Contractor shall comply with all A12AA policies and State and Federal regulations and requirements as applicable, including, but not limited to:

Federal – Older Americans Act (OAA) 2020 Reauthorization (Section 330-339)

<https://acl.gov/about-acl/authorizing-statutes/older-americans-act>

Administration for Community Living (ACL) <https://acl.gov/> Title IIIC Nutrition

Dietary Guidelines for Americans, 2020-2025

<https://www.dietaryguidelines.gov/>

California Department of Aging (CDA) <https://www.aging.ca.gov/>

State – California Department of Aging Laws & Regulations:

California Welfare and Institutions Code

California Code of Regulations

Title 22, Division 1.8, California Department of Aging

California Retail Food Code: Grandfather Clause for Pre-existing, Non-conforming structures & Equipment

This document is under "Guidelines" section on the page.

United States Code (USC), Title 42, Chapter 35 - Programs for Older

Americans

CDA Services Categories and Data Dictionary, 2022

<https://www.aging.ca.gov/download.ashx?IE0rcNUV0zYrC%2f9YU7BNhA%3d%3d>

Older Californians Act

<https://aging.ca.gov/download.ashx?IE0rcNUV0zY2J4QRLd2%2F4Q%3D%3D>

Older Californians Nutrition Program Menu Guidance

<https://www.aging.ca.gov/download.ashx?IE0rcNUV0zZ%2FmnsWdwFAig%3D%3D>

14. MISCELLANEOUS

A. Request for Proposal (RFP)/Contract Renewal Proposal:

Incorporated by reference. The approved scope of services (Scope of Work) performance levels, planned activities, and budgets in the proposal of Contractor are hereby incorporated by reference and are made a part of this Agreement. As such, Contractor shall be accountable for the contents of these parts of the proposal(s) in addition to the requirements in this Agreement. No scope of service will be reduced during the first year of this Agreement unless initiated by A12AA.

B. Amended Agreements: Contractor's proposal may be negotiated by A12AA to refine service delivery, procedures, funding levels and/or to adjust service levels to funding.

C. Sanctions: A sanction results from failure by Contractor to comply with the terms of this Agreement. Sanction actions may include withholding of funds, suspension of funds, reduction of funds, ineligibility for One-Time-Only (OTO) funding and termination.

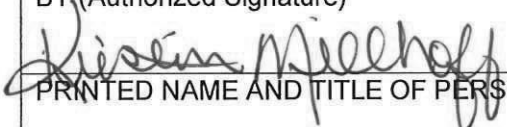
15. PUBLIC RECORDS ACT

Contractor is aware that this Agreement and any documents provided to A12AA may be subject to the California Public Records Act and may be disclosed to members of the public upon request. It is the responsibility of Contractor to clearly identify information in those documents that it considers to be confidential under the California Public Records Act. To the extent that A12AA agrees with that designation, such information will be held in confidence whenever possible. All other information will be considered public.

16. ENTIRE AGREEMENT AND MODIFICATION

This Agreement contains the entire agreement of the parties relating to the subject matter of this Agreement and supersedes all prior agreements and representations with respect to the subject matter hereof. This Agreement may only be modified by a written amendment hereto, executed by both parties, however, matters concerning the scope of services which do not affect the agreed price may be modified by mutual written consent of the Contractor and A12AA. If there are exhibits attached hereto, and a conflict exists between the terms of this Agreement and any exhibit, the terms of this agreement shall control.

**IN WITNESS WHEREOF, this Agreement has been executed
by the parties hereto.**

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)	
Mariposa County Health & Human Services Agency, Adult & Aging Services	
BY (Authorized Signature)	
PRINTED NAME AND TITLE OF PERSON SIGNING	DATE SIGNED
ADDRESS	
PO Box 99, Mariposa, CA 95338	
AGENCY NAME	
Area 12 Agency on Aging	
BY (Authorized Signature)	DATE SIGNED
	6-2-23
PRINTED NAME AND TITLE OF PERSON SIGNING	
Kristin Millhoff, Executive Director	
ADDRESS	
19074 Standard Road, Suite A, Sonora, California 95370	

ARTICLE I. PROGRAM DEFINITIONS

A. DEFINITIONS SPECIFIC TO TITLE III PROGRAMS

1. **Program Requirements** means Title III program requirements found in the Older Americans Act (OAA 42 USC Section 3001-3058); Code of Federal Regulations (45 CFR 1321); Title 22, California Code of Regulations (CCR), Section 7000 et seq.; California Department of Aging (CDA) Program Memoranda and California Retail Food Code (CRFC).
2. **Title IIIB (Supportive Services)** means a variety of services including, but not limited to: personal care, homemaker, chore, adult day care/adult day health, case management, assisted transportation, transportation, legal assistance, information and assistance, outreach, services that promote or support social connectedness and reduce negative health effects associated with social isolation, and long-term care ombudsman advocacy, as defined in the Older Americans Act Performance System (OAAPS) categories and National Ombudsman Reporting System (NORS). [OAA §321(a)]
3. **Priority Services for Title IIIB** means those services associated with access to services (transportation, outreach, information and assistance, and case management); in-home services including supportive services for families of older individuals who are victims of Alzheimer's disease and related disorders with neurological and organic brain dysfunction; and legal assistance.
4. **Title IIIC-1 (Congregate Nutrition Services)** means nutrition services for older individuals in a congregate setting. Services include meals, nutrition education, nutrition risk screening, and opportunities for socialization. Each meal shall provide one-third (1/3) of the Dietary Reference Intakes (DRI) and comply with the most current Dietary Guidelines for Americans (DGA). To be an eligible Title IIIC-1 congregate nutrition site, the site must meet all of the following criteria:
 - a. Be open to the public. [45 CFR 1321.53(b)(3)]
 - b. Not means tested. [OAA §315(b)(3)]
 - c. Provide participants the opportunity to make voluntary contributions and not deny service for not contributing to the cost of the service. [OAA §315(b)(4); 22 CCR 7638.9]
 - d. Not receive funds from another source for the cost of the same meal, equipment, or services. [2 CFR 200.403(f); 45 CFR 75.403(f)]

5. **To-Go Meals** means meals that are picked up by clients (or client's agent) or delivered to clients who are not comfortable dining in a congregate meal setting.
 - a. C-1: To-Go meals are categorized as C-1 meals if they are consumed onsite and include in-person interaction (e.g., dining at congregate site such as restaurant, food truck etc., or one-on-one with program volunteer) or consumed offsite and include virtual interaction (e.g., group interaction via Zoom, FaceTime, etc., or one-on-one with program volunteer via telephone) during the meal.
 - b. C-2: To-Go meals are categorized as C-2 meals if they are consumed offsite without in-person or virtual interaction.
6. **Title IIIC-2 (Home Delivered Nutrition Services)** means nutrition services provided to frail, homebound, or isolated older individuals including meals, nutrition education, and nutrition risk screening. Each meal shall provide one-third (1/3) of the Dietary Reference Intakes (DRI) and comply with the most current Dietary Guidelines for Americans (DGA). [22 CCR 7135; 22 CCR 7638.7(c)]
7. **Nutrition Services Incentive Program (NSIP)** means the program whose purpose is to provide incentives to encourage and reward effective performance by Area Agency on Aging (AAA) in the efficient delivery of nutritious meals to older individuals. The program consists of a cash allotment based on the ratio of the number of meals served by each *Planning and Service Area* (PSA) compared to the total number of meals served in the State in the prior-prior federal fiscal year.
8. **Matching Contributions** mean local cash and/or in-kind contributions by Contractor, subcontractor, or other local resources that qualify as match for the contract funding.
9. **In-kind Contributions** mean the value of non-cash contributions donated to support the project or program (e.g., property, service, etc.).
10. **Non-matching Contributions** mean local funding that does not qualify as matching contributions and/or is not being budgeted as matching contributions (e.g., federal funds, overmatch, etc.).
11. **Program Income** means revenue generated by Contractor or subcontractor from contract-supported activities. Program income is:
 - a. Voluntary contributions received from a participant or responsible party as a result of services received.

- b. Income from usage or rental fees of real or personal property acquired with grant funds or funds provided under this Agreement.
 - c. Royalties received on patents and copyrights from contract-supported activities.
 - d. Proceeds from sale of items fabricated under a contract agreement.
12. **One-Time-Only** include the following:
- a. Titles III and VII federal funds allocated to the AAA in a state fiscal year that are not expended or encumbered for services and administration provided by June 30 of that fiscal year as reported to CDA in the Financial Closeout Report (CDA 180). [Title 22 CCR 7314(a)(6)]
 - b. Title III and VII federal funds recovered from an AAA as a result of a fiscal audit determination and resolution by the A12AA or CDA. [22 CCR 7314(a)(7)]
 - c. Supplemental Title III and VII program funds allocated by the CDA to A12AA as a result of the federal re-allotment process. [22 CCR 7314(a)(8)]
13. **Indirect Costs** means costs incurred for a common or joint purpose benefiting more than one cost objective and not readily assignable to the cost objective specifically benefited, without effort disproportionate to the results achieved.
14. **Eligible Service Population** for Title IIIB and IIID means individuals 60 years of age or older, with emphasis on those in greatest economic and social need with particular attention to low income minority older individuals, older individuals with limited English proficiency, and older individuals residing in rural areas. [OAA, §305 (a)(2)(E); Title 22, CCR, §§7119, 7125, 7127, 7130, 7135 and 7638.7]
15. **Eligible Service Population** for Title IIIC-1 and IIIC-2 means individuals 60 years of age or older, with emphasis on those in greatest economic and social need with particular attention to low income, minority older individuals, older individuals with limited English proficiency, and older individuals residing in rural areas. [OAA, §305 (a)(2)(E); Title 22, CCR, §§7119, 7125, 7127, 7130, 7135 and 7638.7(a)(1)-(4)]
- a. Individuals eligible to receive a meal at a congregate nutrition site are:
 - (i) Any older individual.

- (ii) The spouse of any older individual.
 - (iii) A person with a disability, under age sixty (60) who resides in housing facilities occupied primarily by older individuals at which congregate nutrition services are provided.
 - (iv) A disabled individual who resides at home with and accompanies an older individual who participates in the program.
 - (v) A volunteer under age sixty (60), if doing so will not deprive an older individual sixty (60) or older of a meal. [CCR 7636.9(b)(3); CCR 7638.7(b); OAA 339(H)]
- b. Individuals eligible to receive a home-delivered meal are individuals who are:
- (i) An older individual who is frail as defined by 22 CCR 7119, and homebound by reason of illness or disability, or otherwise isolated, shall be given priority in the delivery of services [45 CFR 1321.69(a)].
 - (ii) A spouse of a person described in 22 CCR 7638.7(c)(2), regardless of age or condition, if an assessment concludes that it is in the best interest of the homebound older individual.
 - (iii) An individual with a disability who resides at home with older individuals, if an assessment concludes that it is in the best interest of the homebound older individual who participates in the program.
16. **Individual with a disability.** The term 'individual with a disability' means an individual with a disability as defined in Section 3 of the Americans with Disabilities Act of 1990 (42 U.S.C. 12102), who is not less than age 18 and not more than age 59. [OAA § 372(a)(2)]
17. **Nutrition Education** means an intervention targeting OAA participants and caregivers that uses information dissemination, instruction, or training with the intent to support food, nutrition, and physical activity choices and behaviors (related to nutritional status) in order to maintain or improve health and address nutrition-related conditions. Content is consistent with the Dietary Guidelines for American; is accurate, culturally sensitive, regionally appropriate, and considers personal preferences; and is overseen by a registered dietitian or individual of comparable expertise as defined in the OAA.

ARTICLE II. SCOPE OF WORK

A. Contractor shall:

1. Implement the statutory provisions of the Title III and Title VII Programs (OAA §306) in accordance with State and Federal laws and regulations. Contractor shall make every effort to meet the goals and objectives stipulated in the four-year Area Plan and annual updates of the Area Plan's Goals, Objectives, and Service Unit Plan, herein incorporated into this Agreement by reference. Performance shall not be unilaterally reduced or otherwise changed without prior consultation with, and written approval of, A12AA. A service unit reduction of any kind requires written approval from A12AA. [22 CCR 7306(a)]
2. Establish and maintain an organization that shall have the ultimate accountability for funds received from A12AA and for the effective and efficient implementation of the activities as described in the Area Plan and all pertinent State and Federal laws and regulations including data reporting requirements.
3. Meet the adequate proportion requirements for priority services as required under OAA §306(a)(2) and CCR Section 7312.
4. Meet the requirements under the OAA §301(a)(1)(A) to secure and maintain maximum independence and dignity in a home environment for the eligible service population capable of self-care with appropriate supportive and nutrition services.
5. Remove individual and social barriers to economic and personal independence for the eligible service population to the extent possible as required under OAA §301(a)(1)(B).
6. Provide a continuum of care for the vulnerable eligible service population as required under OAA §301(a)(1)(C).
7. Secure the opportunity for the eligible service population to receive managed in-home services as required under OAA §301(a)(1)(D).
8. Contractor shall enter into contracts with subcontractors which require them to provide services pursuant to Title 22 CCR, Sections 7352 through 7364, and ensure all applicable provisions required within this Agreement are included in the subcontract(s).
9. Monitor, on an ongoing basis, Contractor's use of Federal and State funds through reporting, site visits, regular contact, or other means to provide a reasonable assurance Contractor administers Federal and State awards in compliance with laws, regulations, and the provision of contracts that performance goals are achieved. A12AA must follow up and ensure that Contractor takes timely and appropriate action on all deficiencies pertaining to the Federal program detected through monitoring and on-site review. [CFR 75.352] Onsite program monitoring

will be conducted every two years for all programs except Title IIIC-1 and Title IIIC-2 which will be conducted every year. Onsite Fiscal monitoring must be conducted every two years for all programs including Title IIIC-1 and Title IIIC-2.

10. Maintain a current Policy and Procedure Manual which includes administrative, program and operational procedures as outlined by this Agreement.
11. Maintain or increase the number of Title IIIC-1 and IIIC-2 meals served if Federal and/or State funds for meal programs increase. This Agreement shall promote and maintain high standards of food safety and sanitation as required by the California Retail Food Code (CalCode).
12. Monitor nutrition programs as required by Title 22 Section 7634.3 (d). AAA Registered Dietician (RD) must inspect on-site annually each food preparation site (central kitchen). However, non-food preparation congregate dining sites must be inspected using a standardized procedure developed by A12AA that assures all sites are seen systematically, but not necessarily every year. Consistent with generally accepted standards for food safety A12AA policies and procedures must guarantee the following:
 - a. Inspect non-food preparation nutrition sites at least every other year.
 - b. Inspect non-food preparation nutrition sites more often if they are seen to have an increased risk for food safety violations or a history of corrective actions.
 - c. Inspect central kitchens on-site annually. [22 CCR 7634.3(d)]
13. A12AA will provide support and technical assistance to Contractor and respond in writing to all written requests for direction, guidance, and interpretation of instructions to include client and service data.
14. Distribute and maintain up-to-date A12AA and CDA requirements so that all responsible persons have ready access to standards, policies, and procedures.
15. Provide program information and assistance to the public.
16. Distribute satisfaction surveys to Title IIIB, IIIC, VIIA and VIIB participants that receive services, at a minimum annually, to gain consumer input.
17. Maintain a program data collection and reporting system as specified in Exhibit E.
18. Maintain a current desk manual for each position outlining daily, weekly, monthly and quarterly tasks employee performs to complete his/her job.

19. Ensure that meal counts associated with Title IIIC-1, IIIC-2 and NSIP are in accordance with 22 CCR 7638.7(a)(1)-(4).
20. Offer a meal to a volunteer under the age of sixty (60) if doing so will not deprive an older individual of a meal. [22 CCR 7638.7(b)(1)] Contractor shall develop and implement a written policy for providing and accounting for volunteer meals. [22 CCR 7638.7(b)(2)]
21. Provide a home delivered meal to an eligible individual who is:
 - a. An older individual who is frail as defined by 22 CCR 7119, and homebound by reason of illness, disability, or isolation.
 - b. A spouse of a person in 22 CCR 7638(c)(1), regardless of age or condition, if an assessment concludes that is in the best interest of the homebound older individual.
 - c. An individual with a disability who resides at home with older individuals if an assessment concludes that it is in the best interest of the homebound older individual who participates in the program.
 - d. Priority shall be given to older individuals identified in 22 CCR 7638.7(c)(1).
22. Report a meal only once either as a Title III meal or a Title VI meal.
23. Adhere to 48 CFR 3.908, implementing section 828, entitled "Pilot Program for Enhancement of Contractor Whistleblower Protections," of the National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013).
24. Recognize any same-sex marriage legally entered into in a United States (U.S.) jurisdiction that recognizes their marriage, including one of the 50 states, the District of Columbia, or a U.S. Territory, or in a foreign country so long as that marriage would also be recognized by a U.S. jurisdiction. This applies regardless of whether or not the couple resides in a jurisdiction that recognizes same-sex marriage. However, this does not apply to registered domestic partnerships, civil unions or similar formal relationship recognized under the law of the jurisdiction of celebration as something other than a marriage. Accordingly, recipient must review and revise, as needed, any policies and procedures which interpret or apply federal statutory or regulatory references to such terms as 'marriage,' 'spouse,' 'family,' 'household member' or similar references to familial relationships to reflect inclusion of same-sex spouse and marriages. Any similar familial terminology references in the U.S. Department of Health & Human Services (HHS) statutes, regulations, or policy transmittals will be interpreted to include same-sex spouses and marriages legally entered into as described herein. [1 U.S.C. 7 – Section 3 of the Defense of Marriage Act]
25. Where feasible, Provider should coordinate services with Focal Points for senior services in their community. Focal Points are senior or

community centers, designated by A12AA, where onsite senior information and referral and linkage/coordination with needed services for seniors are available. Acceptable methods of coordination include providing the Focal Points with informational materials about the services, letters or memoranda of agreements and collocation of services. 42 USC 3026(a)(3)(B)

26. A12AA will review, approve, and monitor Contractor budgets and expenditures and any subsequent amendments and revisions to budgets. Contractor shall, to the extent feasible, ensure that all budgeted funds are expended by the end of each fiscal year.
27. Provide a home-delivered meal to an eligible individual. [22 CCR 7638.7(c)]
28. Title IIIC meals are compliant with the Older Californians Nutrition Program Menu Guidance (OCNP Menu Guidance).
29. To ensure all data is collected for the unmet need as requested by the US Legislature, Contractor, either as a direct service provider must develop and implement a Wait List policy and procedure. The policy and procedure must include provisions for: prescreening individuals to determine eligibility; managing applicants' placement on and removal from the Wait List; periodically reviewing the eligibility and identified needs of applicants on the Wait List; and assigning priority for enrollment based on Wait list.

ARTICLE III. SCOPE OF WORK, SPECIFIC GOALS AND OBJECTIVES

- A. **Congregate Meals:** Provision of a meal to eligible individuals in a congregate group setting at a nutrition site, senior center or some other congregate setting, to maintain or improve the physical and social well-being of age 60+ and other qualifying individuals through appropriate nutrition services. Refer to 'To-Go' meal definition, (Ex. A, Art I, A,5)

The following units of service are required for a home delivered nutrition program. Meals must comply with the Dietary Guidelines for Americans, 2020-2025;

If one meal is served, it must provide a minimum of 33 and 1/3 percent of the current daily Dietary Reference Intake (DRI) as established by the ACL's Office of Nutrition & Health Promotion (ONHPP);

If two meals are served, together they must provide a minimum of 66 and 2/3 percent of the current daily DRI; and,

If three meals are served, together they must provide a minimum of 100 percent of the current daily DRI;

UNIT: One meal served;

1. CONTRACTOR shall make services available to all persons age 60+ and other qualifying individuals under this Agreement with the following exceptions:
 - a. Persons requesting services that extends beyond the scope of the program;
 - b. Persons requesting services who reside outside the program's established geographic service boundaries; and
 - c. Persons requesting services when the program is serving at capacity and cannot accommodate additional clients.
2. CONTRACTOR shall ensure that the program coordinates its service with other local private and public service providers to promote program efficiency and utilization of existing services and minimize the incidence of service duplication.
3. CONTRACTOR shall provide Congregate Meal services as described in the program proposal for Congregate Meals for FY 2023-2024.
4. CONTRACTOR shall provide a total of 9,000 units of congregate nutrition to a total number of 350 unduplicated persons eligible for service under the Title IIIC-1 award.
5. CONTRACTOR shall be reimbursed at a per meal/unit rate.
6. CONTRACTOR shall provide contracted services to primarily Mariposa County residents.

Nutrition Education: quarterly nutrition education materials provided by A12AA, which may include but not limited to flyers, brochures, or other printed materials that can be distributed to participants, must be distributed as indicated by A12AA.

- B. Home-Delivered Meals:** Provision of a meal to an eligible individual at the client's place of residence, to maintain or improve the physical and social well-being of age 60+ and other qualifying individuals through appropriate nutrition services. Refer to 'To-Go' meal definition, (Ex. A, Art. I, A, 5).

The following units of service are required for a home delivered nutrition program. Meals must comply with the Dietary Guidelines for Americans, 2020-2025;

If one meal is served, it must provide a minimum of 33 and 1/3 percent of the current daily Dietary Reference Intakes (DRI) as established by the ACL's Office of Nutrition & Health Promotion (ONHPP);

If two meals are served, together they must provide a minimum of 66 and 2/3 percent of the current daily DRI; and,

If three meals are served, together, they must provide a minimum of 100 percent of the current daily DRI;

UNIT: One meal delivered;

1. CONTRACTOR shall make services available to all persons age 60+ and other qualifying individuals under this service Agreement with the following exceptions:
 - a. Persons requesting services that extends beyond the scope of the program;
 - b. Persons requesting services who reside outside the program's established geographic service boundaries; and
 - c. Persons requesting services when the program is serving at capacity and cannot accommodate additional clients.
2. CONTRACTOR shall ensure that the program coordinates its service with other local private and public service providers to promote program efficiency and utilization of existing services and minimize the incidence of service duplication.
3. CONTRACTOR shall provide Home-Delivered Meal services as described in the program proposal for Home-Delivered Meals for FY 2023--2024.
4. CONTRACTOR shall provide a total of 6,080 units to a total of 50 unduplicated persons eligible for service under the Title IIIC-2 award.
5. CONTRACTOR shall be reimbursed at a per meal/unit rate.
6. CONTRACTOR shall provide contracted services to Mariposa County residents.

Nutrition Education: quarterly nutrition education materials provided by A12AA, which may include but not limited to flyers, brochures, or other printed materials that can be distributed to participants, must be distributed as indicated by A12AA.

- C. Transportation:** To assist age 60+ individuals to live independently by providing transportation to and from their home to primarily medical appointments and other medical related destinations such as pharmacy, dialysis, physical therapy, laboratory for tests, or other related medical errands.

Provision of a means of transportation for a person who requires help in going from one location to another, using a vehicle. Does not include any other activity.

The fundable activities under this program are Transportation: To take a client from one location (i.e., home, doctor office, pharmacy) to another.

UNIT: One one-way trip.

Transportation services shall be provided to persons who are age 60+ and reside within Mariposa County and PSA 12.

1. **CONTRACTOR** shall make services available to all persons age 60+ under this Agreement with the following exceptions:

- a. Persons requesting services that extends beyond the scope of the program;
 - b. Persons requesting services who reside outside the program's established geographic service boundaries; and
 - c. Persons requesting services when the program is serving at capacity and cannot accommodate additional clients.
2. **CONTRACTOR** shall insure that the program coordinates its service with other local private and public service providers to promote program efficiency and utilization of existing services and minimize the incidence of service duplication.
3. **CONTRACTOR** shall provide Transportation services as described in the program proposal for Transportation services for FY 2023-2024.
4. **CONTRACTOR** shall provide a total of 2,639 units of Transportation service to a total of 100 unduplicated persons eligible for service under the Title IIIB award.
5. **CONTRACTOR** shall perform the service of transportation in the County of Mariposa and have the ability to provide occasional transportation for medical appointments to the bordering counties, if the documented need arises.
6. **CONTRACTOR** shall develop out-of-county medical trip procedures when providing the service. Contractor shall include the following:
 - a. "Out of county" trips shall be limited to medical appointments not met by the in-county medical community.
 - b. Provide individual documentation of the need for out of county medical transportation. Documentation must prove that all available options have been exhausted and must include detailed information on intake sheet to determine use of transportation funds.
 - c. Provision to ensure "out of county" trips shall not take precedence over "in-county" transportation.
7. **CONTRACTOR** shall be reimbursed at a per trip/unit rate.
8. **CONTRACTOR** shall conform to all parameters stated in this Agreement by A12AA for IIIB Transportation program.
9. **CONTRACTOR** shall provide transportation services to Mariposa County residents.
10. All services shall be provided by June 30, 2024.

ARTICLE I. FUNDS

A. Expenditure of Funds

1. Contractor shall expend all funds received hereunder in accordance with this Agreement.
2. Funds made available for Ombudsman volunteer recruitment activities in the Budget Act shall be used by Contractor to maintain or expand the activities of the Long-Term Ombudsman Program.
3. Any reimbursement for authorized travel and per diem shall be at rates not to exceed those amounts paid by the State in accordance with California Department of Human Resources (CalHR) rules and regulations.

In-State:

- Mileage/per diem (meals and incidentals)/Lodging:
<http://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx>

Out-of-State:

- <http://hrmanual.calhr.ca.gov/Home/ManualItem/1/2201>

This is not to be construed as limiting Contractor from paying from funds other than those provided by A12AA any differences in costs between the Department of Personnel Administration rates and any rates Contractor is obligated to pay under other contractual agreements. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the A12AA and the California Department of Aging (CDA). [SCM 3.17.2.A(4)]

4. A12AA reserves the right to refuse payment to Contractor or disallow costs for any expenditure, as determined by the A12AA to be out of compliance with this Agreement, unrelated or inappropriate to contract activities, when adequate supporting documentation is not presented, or where prior approval was required but was either not requested or not granted.

B. Accountability of Funds

1. Contractor shall maintain accounting records for funds received under the terms and conditions of this Agreement. These records shall be separate from those for any other funds administered by Contractor, and shall be maintained in accordance with generally accepted accounting principles and procedures and the Office of Management and Budget's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [2 CFR Part 200; 45 CFR 75]
2. Financial Management Systems

Contractor shall meet the following standards for its financial management systems, as stipulated in 45 CFR 75.302 as well as those stipulated in 2 CFR §200.302.

Financial Management:

- a. Financial Reporting
- b. Accounting Records
- c. Internal Control
- d. Budgetary Control
- e. Source Documentation
- f. Cash Management (written procedures)
- g. Allowable Costs (written procedures)
- h. Complete Disclosure

C. Unexpended Funds

Upon termination, cancellation, or expiration of this Agreement, or dissolution of the entity, Contractor shall return to A12AA immediately upon written demand any funds provided under this Agreement which are not payable for goods and services delivered prior to the termination, cancellation, or expiration of this Agreement, or the dissolution of the entity.

D. Funding Contingencies

1. It is understood between the parties that this Agreement may have been written before ascertaining the availability of funds in order to avoid program and fiscal delays that would occur if this Agreement were executed after that determination was made.
2. This Agreement is valid and enforceable only if sufficient funds are made available to A12AA and the California Department of Aging (CDA) by the United States Government for the purpose of these programs. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the CDA, the State of California or by Congress that may affect the provisions, terms, or funding of this Agreement in any manner.

3. Limitation of State and A12AA Liability

Payment for performance by Contractor shall be dependent upon the availability of future appropriations by the State of California or by Congress for the purposes of this contract and approval of an itemized Area Plan Budget. No legal liability on the part of the State or A12AA for any payment may arise under this Agreement until funds are made available, the itemized budget is received and approved by A12AA, and Contractor has received an executed Agreement.

4. Funding Reduction(s)

- a. If funding for any State fiscal year is reduced or deleted by the State of California, or by Congress for the purposes of this program, A12AA shall have the option to either:
 - Terminate this Agreement pursuant to Exhibit D, Article XII, A of this Agreement; or
 - Offer an amendment to this Agreement to reflect the reduced funding for this contract.
- b. In the event that A12AA elects to offer an amendment, it shall be mutually understood by both parties that (1) A12AA reserves the right to determine which agreements, if any, under this program, shall be reduced, and (2) some contracts may be reduced by a greater amount than others, and (3) that A12AA shall determine in its sole discretion the amount that any or all of the agreements shall be reduced for the fiscal year.

E. Interest Earned

1. Contractor may keep interest earned on advances of federal funds up to \$500 per year for local government agencies or \$250 for non-profit organizations to be used for administrative expenses. Interest earned above the stated limit shall be remitted at least quarterly to A12AA. [2 CFR 200.305(b)(9); [45 CFR 75.305 (b)(9)]
2. If, as a result of advanced funds, Contractor earns interest on funds awarded by the A12AA, the interest shall be identified as non-match cash. [2 CFR 200.305 (b)(8)];45 CFR 75.305 (b)(8)]
3. Contractor may retain interest on non-federal funds if it reasonably demonstrates that such interest was earned on non-federal funds. If Contractor fails to adequately demonstrate the source of the interest, then such interest will be considered earned on federal funds and shall be remitted, at least annually, to A12AA. [45 CFR 75.305(b)(8)].

ARTICLE II. BUDGET AND BUDGET REVISION

- A. Contractor shall be compensated for expenses only as itemized in the approved Contractor budget with the exception of line item budget transfers as noted in this Exhibit and shall not be entitled to payment for these expenses until Contractor's budget(s) are reviewed, approved and executed by A12AA. The approved budget(s) are hereby incorporated by reference into this Agreement as a part of this Exhibit B.
- B. Contractor shall submit electronically the original Contractor Budget(s) with its Proposal, the Contract Renewal Proposals and this Agreement.

- C. Contractor budget(s) must set forth in detail the reimbursable items, unit rates and extended total amounts for each line item. Contractor budget(s) shall include, at a minimum, the following items when reimbursable under this Agreement:
1. Personnel Costs – annual FTE wage rates and personnel classifications together with the percentage of time to be charged, specified for each funding source.
 2. Fringe Benefits – specified for each funding source.
 3. Staff Travel – mileage reimbursement, lodging, per diem and other travel costs, specified for each funding source.
 4. Staff Training – attendance cost for necessary training, specified for each funding source.
 5. Property/Equipment – detailed descriptions and unit costs, specified for each funding source.
 6. Supplies – to include items below the \$5,000 equipment threshold, specified for each funding source.
 7. Vendor/Consultant Agreements – specified for each funding source.
 8. Food – used in delivering Congregate and Home-Delivered Meals.
 9. Other – Facilities and other ordinary and necessary costs specified for each funding source.
 10. Allocated Direct Costs – requires submission of a Direct Cost Allocation Plan for prior approval.
 11. Sub recipient Contractor Services – summary costs for subcontracted programs specified for each funding source.
 12. Indirect Costs
- D. Contractor shall submit any budget revisions electronically by the deadline set by A12AA.
- E. The final date to submit budget revisions is April 15, 2023 unless otherwise specified by A12AA. Budget revisions must be submitted electronically.
- F. Budget Service Category Transfers
1. Contractor may transfer funds between budget service categories under the following terms and conditions:

- a. Contractor must submit a revised budget to A12AA for any transfer of funds for each funding source - Title III-B, C-1, C-2, and Title VII (A) and (B).
 - b. Contractor shall maintain a written record of all budget changes and clearly document service category changes. The record shall include the date of the transfer, the amount, and the purpose. This record shall be available upon request and shall be maintained in the same manner as all other financial records.
2. Approved transfers and budgets will be incorporated by reference into the current agreement.
 3. Transfer of funds cannot be processed or approved after the end of the specified term of this Agreement.

G. Indirect Costs

1. The maximum reimbursement amount allowable for indirect costs is not to exceed ten percent (10%) of Contractor's Modified Total Direct costs (MTDC), excluding in-kind contributions and nonexpendable equipment unless there is an accepted negotiated rate accepted by all federal awarding agencies. [CFR 200.414(c)(1),(f); 45 CFR 75.414(c)(1)(f)].
2. Indirect costs exceeding the ten percent (10%) maximum may be budgeted as in-kind for purposes of meeting matching requirements in Title III programs only. Contractors must receive prior approval from A12AA prior to budgeting the excess indirect costs as in-kind.
3. Contractor requesting reimbursement for indirect costs shall retain on file an approved indirect cost rate accepted by all federal awarding agencies or an allocation plan documenting the methodology used to determine the indirect costs.
4. For major Institutes of Higher Education and major nonprofit organizations, indirect costs must be classified within two broad categories: "Facilities" and "Administration." "Facilities" is defined as depreciation on buildings, equipment and capital improvement, interest on debt associated with certain buildings, equipment and capital improvements, and operations and maintenance expenses. "Administration" is defined as general administration and general expenses such as the director's office, accounting, personnel and all other types of expenditures not listed specifically under one of the subcategories of "Facilities" (including cross allocations from other pools, where applicable).[2 CFR 200.414(a)] [45 CFR 75.414(a)]

ARTICLE III. PROGRAM SPECIFIC FUNDS

A. Program Income

1. Program income must be reported and expended under the same terms and conditions as the program funds from which it is generated.
2. Program income must be used to pay for current allowable costs of the program in the same fiscal year that the income was earned (except as noted in 4).
3. For Titles III-B, III-C, VII Ombudsman, and VII Elder Abuse Prevention programs, program income must be spent before funds (except as noted in 4) and may reduce the total amount of funds payable to Contractor.
4. For Titles III-B, III-C, VII Ombudsman, and VII A Elder Abuse Prevention programs, if program Income is earned in excess of the amount reported in the Contractor's budget(s), the excess amount may be deferred for use in the first quarter of the following agreement period, which is the last quarter of the federal fiscal year.
5. If Program income is deferred for use it must be used by the last day of the Federal fiscal year and reported when used.
6. Program income may not be used to meet the matching requirements of this Agreement.
7. Program income must be used to expand baseline services.

B. One Time Only (OTO) Funds

1. OTO funds are non-transferable between funding sources. This means that OTO funds can only be used in the program in which they were accrued.
2. OTO funds can only be awarded to a Contractor that has a valid agreement with A12AA. All agreements shall be procured either through an open and competitive procurement process pursuant to Title 22 CCR Section 7352 or through a non-competitive award pursuant to Title 22 CCR Section 7360.
3. Titles III and VII federal program OTO funds shall be used for the following purposes:
 - a. The purchase of equipment which enhances the delivery of services to the eligible service population must be an allowable cost of the program.
 - b. Home and community-based projects that are approved in advance by A12AA and CDA and are designed to address the unmet needs of the eligible service population identified in the Area Plan.
 - c. Innovative pilot projects which are approved in advance by A12AA and CDA, and are designed for the development or enhancement of a

comprehensive and coordinated system of services as defined in 45 CFR 1321.53(a)(b).

- d. OTO funds can be used to maintain or increase baseline services. However, A12AA shall assure that services funded with OTO funds will not create an expectation of service delivery beyond the current contract period. Expenditures for baseline services require advance approval by A12AA. Expenditures for baseline services do not require advance CDA approval.

- 4. Nutrition Services Incentive Program (NSIP) OTO funds shall be used to purchase food used in the Elderly Nutrition Program.

C. Matching Contributions

'Matching Contributions' means local cash and/or in-kind contributions made by Contractor or other local resources that qualify as match for agreement funding.

- 1. Cash and/or in-kind contributions may count as match, if such contributions are used to meet program requirements.
- 2. Any matching contributions (cash or in-kind) must be verifiable from the records of Contractor.
- 3. Matching contributions must only be used for allowable costs in accordance with the Office of Management Budget (OMB) cost principles.
- 4. In-kind contributions shall comply with all federal, state and local laws, codes, ordinances and regulations applicable to Contractor's performance under this Agreement. Any questions regarding in-kind or other unusual contributions must be directed to A12AA Executive Director.

D. Area Plan Administration

Area Plan Administration is comprised of federal funds from Titles IIIB, IIIC-1, IIIC-2 and IIIE.

E. Equipment

Equipment/Property with per unit cost over \$5000 or any computing devices, regardless of cost requires justification from the Contractor and approval from A12AA and CDA and must be included in its approved Provider Budget.

ARTICLE IV. PROGRAM SPECIFIC BUDGET AND BUDGET REVISION

- A. For Titles IIIB, IIIC, IIIB Ombudsman, VII Elder Abuse Prevention, VIIa Ombudsman, Supplement, Ombudsman Citation Penalties Account, Licensing and Certification

Program Funds, Skilled Nursing Facility Quality and Accountability Funds, CARES Act, Elder Justice Act, and Older Californians Act.

Contractor shall prepare and submit a monthly expenditure report in an electronic format and a request for funds by the 15th of each month unless otherwise specified by A12AA. The report shall include all costs and funding sources for the prior month.

- C. A12AA shall review requests for payment to ensure compliance with the approved Contractor budget(s).
- D. Upon execution of this Agreement, A12AA will make monthly payments of NSIP funding to Contractor.
- E. A12AA may require financial reports more frequently than indicated above or with more detail (or both), upon written notice to Contractor, until such time as A12AA determines that financial management standards are met.
- F. Matching Requirements
 - 1. Program matching contributions for Titles III-B, not including Ombudsman, and III-C is 15.3 percent.
 - 2. Minimum matching requirements are calculated on net costs, which are total costs less program income, non-matching contributions, and State funds.
 - 3. Program matching contributions for Titles III-B, not including Ombudsman, and III-C can be pooled to meet the minimum requirement of 15.3 percent.
 - 4. Matching contributions generated in excess of the minimum amount required, are considered overmatch.
 - 5. Of the total minimum matching contributions required for Titles III-B, not including Ombudsman, and III-C, at least 25% must be from local public agencies (i.e., city and county governments, school districts, special districts, and water districts).

ARTICLE V. CLOSEOUT

- A. The Financial Closeout Report and the Report of Property Furnished/Purchased with Agreement Funds shall be submitted annually to A12AA, within fifteen (15) calendar days following the end of the fiscal year, or within fifteen (15) days following termination prior to the end of the term, unless otherwise specified by the A12AA.
- B. Federal funds will be reduced proportionately to maintain the required matching ratios if a Contractor fails to report sufficient match.
- C. Final expenditures must be reported to A12AA in accordance with the approved program budget(s).

ARTICLE VI. RENEWAL

If funding for services provided by this Agreement is appropriated in the A12AA proposed Fiscal Year 2023-2024 budget, and such funds are received from CDA, this Agreement may extend on a month-to-month basis after June 30, 2023, until such time as a new agreement may be executed between the parties before September 30, 2024, or this Agreement is terminated pursuant to Exhibit C, Article VI and Exhibit D, Article XII, hereof, whichever comes first.

GENERAL TERMS & 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 this Agreement is binding on any of the parties.
3. **ASSIGNMENT**: This Agreement is for the professional services of Contractor and it shall not assign, subcontract or sublet any part of this Agreement without the express prior written consent of A12AA. Any assignment without the express prior written consent of A12AA is void.
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 A12AA, 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.

If such indemnification becomes necessary, A12AA shall have the absolute right and discretion to approve or disapprove of any and all counsel employed to defend A12AA. This indemnification clause shall survive the termination or expiration of this Agreement.

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

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

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

7. TERMINATION FOR CAUSE: A12AA 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 A12AA may proceed with the work in any manner deemed proper by A12AA. All costs to A12AA shall be deducted from any sum due Contractor under this Agreement and the balance, if any, shall be paid to Contractor upon demand.
8. INDEPENDENT CONTRACTOR: Contractor and the agents and employees of Contractor, shall act in an independent capacity and not as officers or employees or agents of A12AA in the performance of this Agreement.
9. RECYCLING CERTIFICATION: 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 A12AA 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: Contractor agrees that it will comply with Title VI and VII of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973 as amended; the Age Discrimination Act of 1975 as amended; the Food Stamp Act of 1977, as amended and in particular section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code Section 51 et seq., as amended; California Government Code section 11135-11139.5 as amended; California Government Code section 12940 (c)(h)(l), (i) and (j); California Government Code section 4450; Title 22, California Code of Regulations section 98000-98413; Title 24 of the California Code of the California Code of Regulations, Section 3105A(e); the Dymally-Alatorre Bilingual Services Act (California Government Code Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable federal and state laws, as well as their implementing regulations [including 45

Code of Federal Regulations (CFR) Part 80, 84, and 91, 7 CFR Part 15, and 28 CFR Part 42] by ensuring that employment practices and the administration of public assistance and social services program are nondiscriminatory, to the effect that no person shall because of ethnic group identification, age, sex, gender identification, color, disability, medical condition, national origin race, ancestry, marital status, religion, religious creed or political belief be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance; and hereby give assurance that it will immediately take any measures necessary to effectuate this Agreement.

This assurance is binding on the Contractor directly through contract, license, or other provider services, so long as it receives federal or state assistance.

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

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC-307 (Attachment A) 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: Contractor by signing this Agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, Contractor shall comply with the requirements of the Government Codes Sections set out below.
 - a. Government Code Section 4550 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.

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. [Government Code Section 4554]

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

a). 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) 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 Agreement includes services in excess of \$200,000, Contractor shall give priority consideration in filling vacancies in positions funded by this Agreement to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Public Contract Code Section 10353.

ARTICLE I. DEFINITIONS AND RESOLUTIONS OF LANGUAGE CONFLICTS

A. GENERAL DEFINITIONS

1. The term "Agreement" or "Contract" shall mean the Standard Agreement, Exhibits A, B, C, D, E, F, and G, and an approved Budget Display, and if applicable, a Budget Summary, which are hereby incorporated by reference, amendments, and any other documents incorporated by reference, unless otherwise provided for in this Article.
2. "State," "Department," and "CDA" mean the State of California and the California Department of Aging interchangeably.
3. "A12AA" "Area 12 Agency on Aging", means the Area 12 Agency on Aging interchangeably.
4. "Contractor" means the entity that receives funds from A12AA to provide direct services identified in this Agreement. Contractor is accountable to A12AA for use of these funds and is responsible for executing the provisions for services provided under this Agreement.
5. "Reimbursable item" also means "allowable cost" and "compensable item."
6. "CFR" means Code of Federal Regulations.
"CCR" means California Code of Regulations.
"GC" means Government Code.
"Welf. & Inst. Code" means Welfare and Institutions Code.
"USC" means United States Code.
"Cal. Civ. Code" means California Civil Code.
"Cal. Pub. Con. Code" means the California Public Contract Code.
"PM" means Program Memo which is issued by CDA.
"Cal. Gov. Code" means California Government Code.
"HHS" means United States Department of Health & Human Services.
"HSC" means California Health & Safety Code.
"OAA" means Older Americans Act.
"OMB" means Office of Management & Budget.
7. "Vendor" means an entity providing goods or services for Contractor during Contractor's performance of this Agreement. "Vendor" means the legal entity that receives funds from Contractor to provide specific services. Vendors shall provide specific services described in Exhibit #1 of the Vendor Agreement, titled "Description of Services" and fulfill the responsibilities of the vendor found in the Vendor Agreement under the "Scope of Work".
8. "Allocation" means the process of assigning a cost, or a group of costs, to one or more cost objective(s), in reasonable proportion to the benefit provided or other equitable relationship. The process may entail assigning a cost(s) directly to a

final cost objective or through one or more intermediate cost objectives. (2 CFR 200.1 and 45 CFR 75.2)

9. "Disallowed costs" means those charges determined to be unallowable, in accordance with the applicable Federal statutes, regulations, or the terms and conditions of the Federal award. (2 CFR 200.1 and 45 CFR 75.2)
10. "Questioned costs" means a cost that is questioned by the auditor because of an audit finding which resulted from a violation or possible violation of a statute, regulation, or the terms and condition of a Federal award, including for funds used to match Federal funds; where the costs, at the time of the audit, are not supported by adequate documentation; or where the costs incurred appear unreasonable and do not reflect the actions a prudent person would take in the circumstances. (2 CFR 200.84 and 45 CFR 75.2)
11. "Recoverable cost" means the state and federal share of the questioned cost identified from an audit.

B. Resolution of Language Conflicts

Conflicts in language shall be resolved in the following order of priority:

1. The Grant terms and conditions.
2. The Older Americans Act and other applicable federal statutes and their implementing regulations.
3. If applicable, the Older Californians Act and other California State codes and regulations.
4. Title 22 CCR §7000 et. seq.;
5. Standard Agreement, all Exhibits and any amendments thereto;
6. Any other documents incorporated herein by reference, including the federal HHS terms and conditions found in Part II of the HHS Grant Policy Statement. The HHS Grant Policy Statement is available under the HHS Policy Requirements Topic at

<https://www.hhs.gov/grants-contracts/grants/grants-policies-regulations/index.html>

7. Program memos and other guidance issued by A12AA and CDA.

ARTICLE II. ASSURANCES

A. Law, Policy and Procedure, Licenses, and Certificates

Contractor agrees to administer this Agreement and require any vendors to administer their contracts in accordance with this Agreement, and with all applicable A12AA, local, State, and Federal laws and regulations including, but not limited to, discrimination, wages and hours of employment, occupational safety, and to fire, safety, health, and sanitation regulations, directives, guidelines, and/or manuals related to this Agreement and resolve all issues using good administrative practices and sound judgment.

Contractor shall keep in effect all licenses, permits, notices, and certificates that are required by law.

B. Nondiscrimination

Contractor shall comply with all Federal statutes relating to nondiscrimination. These include those statutes and laws contained in the Contractor Certification Clauses (CCC 307) which is hereby incorporated by reference. In addition, Contractor shall comply with the following:

1. Equal Access to Federally-Funded Benefits, Programs and Activities (Title VI of the Civil Rights Act of 1964.)

Contractor shall ensure compliance with Title VI of the Civil Rights Act of 1964 [42 USC Section 2000d; 45 CFR Part 80], which prohibits recipients of Federal financial assistance from discriminating against persons based on race, color, religion, or national origin.

2. Equal Access to State-Funded Benefits, Programs and Activities

Contractor shall, unless exempted, ensure compliance with the requirements of Cal. Gov. Code § 11135 et seq., and 2 CCR § 11140 et seq., which prohibit recipients of state financial assistance from discriminating against persons based on race, national origin, ethnic group identification, religion, age, sex, sexual orientation, color, or disability. [22 CCR § 98323]

3. Americans with Disabilities Act

Contractor assures the State and A12AA that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. [42 USC Sections 12101 et seq.]

4. California Civil Rights Laws

Contractor shall ensure compliance with the requirements of Cal. Public Contract Code §2010 by submitting a completed California Civil Rights Laws Certification, prior to execution of this Agreement. The certificate is available by contacting the A12AA office.

The California Civil Rights Laws Certification ensures Contractor compliance with the Unruh Civil Rights Act (Cal. Civ. Code § 51 et seq.) and the Fair Employment and Housing Act (Cal. Gov. Code § 12960 et seq.); and ensures Contractor internal policies are not used in violation of California Civil Rights Laws.

C. Standards of Work

Contractor agrees that the performance of work and services pursuant to the requirements of this Agreement shall conform to accepted professional standards.

D. Professional Standards of Conduct

Contractor is responsible for ensuring the public trust by avoiding any situation that creates a real or perceived misrepresentation. Generally, misrepresentation occurs when a personal interest may intertwine with a professional interest. This may specifically occur when an employee or volunteer enters the online world.

A12AA encourages Contractor, in the performance of the services agreed to be performed, to adhere to professional standards of conduct. As the internet and electronic communications play an ever increasing role in our work and personal lives, Contractor must always be mindful of its responsibilities as a provider of direct public services. If an employee uses social media and includes his or her affiliation or title or comments on matters related to their organization or A12AA, the line between public and private, personal and professional can be blurred.

Assume everything you, your staff or volunteers write online becomes public. Information from your Facebook page, blog entries, tweets and other social media outlets, can be easily circulated beyond your intended audience. This content, therefore represents you and your organization to the general public. As a result, when using social media, staff/volunteers should use caution and exhibit sound judgment.

Before using social media or information shared online to communicate about matters affecting Contractor or A12AA, A12AA encourages Contractor to review the information. Be sure the information is ethical, does not represent political activity, does not discriminate or harass, does not disclose non-public information, does not make false or misleading statements, and does not make disparaging comments about other likeminded organizations.

These same standards of conduct should be demonstrated while staff or volunteers are representing Contractor in a public venue.

E. Conflict of Interest

1. Contractor shall prevent its employees or consultants from using their positions for purposes including, but not limited to, the selection of vendors that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as family, business, or other ties. In the event that the State or A12AA determines that a conflict of interest exists, any increase in costs associated with the conflict of interest may be disallowed by the State or A12AA and such conflict may constitute grounds for termination of this Agreement.

2. This provision shall not be construed to prohibit employment of persons with whom Contractor's officers, agents, or employees have family, business, or other ties, so long as the employment of such persons does not result in a conflict of interest (real or apparent) or increased costs over those associated with the employment of any other equally qualified applicant, and such persons have successfully competed for employment with the other applicants on a merit basis.

F. Covenant against Contingent Fees

1. Contractor warrants that no person or selling agency has been employed or retained to solicit this Agreement. There has been no agreement to make commission payments in order to obtain this Agreement.
2. For breach or violation of this warranty, A12AA shall have the right to terminate this Agreement without liability or at its discretion to deduct from this Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingency fee.

G. Payroll Taxes and Deductions

Contractor shall promptly forward payroll taxes, insurances, and contributions, including State Disability Insurance, Unemployment Insurance, Old Age Survivors Disability Insurance, and Federal and State income taxes withheld, to designated governmental agencies.

H. Facility Construction or Repair (This section only applies to Title III.)

1. When applicable for purposes of construction or repair of facilities, Contractor shall comply with the provisions contained in the following acts and shall include such provisions in any applicable agreements with vendors:
 - a. Copeland "Anti-Kickback" Act (18 USC 874, 40 USC 276c) (29 CFR, Part 3).
 - b. Davis-Bacon Act (40 USC 276a to 276a-7) (29 CFR, Part 5).
 - c. Contract Work Hours and Safety Standards Act (40 USC 3701 et seq.) (29 CFR, Part 5, 6, 7, 8).
 - d. Executive Order 11246 of September 14, 1965, entitled "Equal Employment Opportunity" as amended by Executive Order 11375 of October 13, 1967, as supplemented in Department of Labor Regulations (41 CFR, Part 60).
2. Contractor shall not use payments for construction, renovation, alteration, improvement, or repair of privately-owned property which would enhance the

owner's value of such property to the benefit of the owner except where permitted by law and by A12AA and CDA.

3. When funding is provided for construction and non-construction activities, Contractor must obtain prior written approval from A12AA before making any fund or budget transfers between construction and non-construction.

I. Contracts in Excess of \$100,000

If all funding provided herein exceeds \$100,000, Contractor shall comply with all applicable orders or requirements issued under the following laws:

1. Clean Air Act, as amended [42 USC 7401]
2. Federal Water Pollution Control Act, as amended [33 USC 1251 et seq.]
3. Environmental Protection Agency Regulations. [40 CFR, Part 29 and Executive Order 11738]
4. Cal. Pub. Contract Code Section 10295.3.
5. Pub. Contract Code Section 2010.

J. Debarment, Suspension, and Other Responsibility Matters

1. Contractor certifies to the best of its knowledge and belief that it and its vendors [45 CFR §92.35]:
 - a. Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against it for: (i) commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; (ii) violation of Federal or State antitrust statutes; (iii) or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

- d. Have not within a three-year period preceding this Agreement had one or more public transactions (Federal, State, or local) terminated for cause or default.
2. Contractor shall report immediately to A12AA in writing any incidents of alleged fraud and/or abuse by either Contractor or Contractor's vendors.
3. Contractor shall maintain any records, documents, or other evidence of fraud and abuse until otherwise notified by A12AA.
4. The Contractor agrees to timely execute any and all amendments to this Agreement or other required documentation relating to the debarment/suspension status of its vendor(s).

K. Agreement Authorization

1. If a public entity, Contractor shall submit to A12AA a copy of an approved resolution, order, or motion referencing this Agreement number authorizing execution of this Agreement. If a private non-profit entity, Contractor shall submit to A12AA an authorization by the Board of Directors to execute this Agreement, referencing this Agreement number.
2. These documents must also identify the action taken.
3. Documentation in the form of a resolution, order or motion by the Governing Board of Contractor is required for the original and each subsequent amendment to this Agreement. This requirement may also be met by a single resolution from the Governing Board of Contractor authorizing the Director or designee to execute the original and all subsequent amendments to this Agreement.

L. Contractor's Staff

1. Contractor shall maintain adequate staff to meet Contractor's obligations under this Agreement.
2. This staff shall be available to A12AA for training and meetings, which A12AA may find necessary from time to time.

M. Corporate Status

1. Contractor shall be a public entity, private nonprofit entity or Joint Powers Agreement (JPA). If a private nonprofit corporation or JPA, Contractor shall be in good standing with the Secretary of State of California and shall maintain that status throughout the term of Agreement.
2. Contractor shall ensure that any vendors providing services under this Agreement shall be of sound financial status. Any contracting private entity,

corporation or JPA shall be in good standing with the Secretary of State of California and shall maintain that status throughout this term of the Agreement.

3. Failure to maintain good standing by the contracting corporation or JPA shall result in suspension or termination of this Agreement until satisfactory status is restored.

N. Lobbying Certification

Contractor, by signing this Agreement, hereby certifies to the best of his/her/its knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. Contractor shall require that the language of this certification be included in the award documents for all vendors (including grants, and contracts under grants, loans, and cooperative agreements which exceed \$100,000) and that all vendors shall certify and disclose accordingly.
4. This certification is a material representation of fact upon which reliance was placed when this Agreement was made or entered into.
5. This certification is a prerequisite for making or entering into this Agreement imposed by 31 USC 1352.
6. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

- O. Contractor or vendor shall comply with Governor's Executive Order 2-18-2011, which bans expenditures on promotional and marketing items colloquially known as "S.W.A.G." or "Stuff We All Get."

ARTICLE III. EXECUTED AGREEMENT

A copy of this Agreement shall be filed and available for inspection at A12AA, 19074 Standard Rd., Suite A, Sonora, California 95370.

ARTICLE IV. COMMENCEMENT OF WORK

Contractor shall not begin work in advance of approval of the Agreement by A12AA. If this Agreement is not approved and Contractor has begun work, Contractor may be considered to be a volunteer or the Contractor may have to pursue a claim for payment by filing with the Victim Compensation and Government Claims Board. A12AA has no legal obligation unless and until this Agreement is approved.

ARTICLE V. VENDOR AGREEMENTS

- A. Contractor shall satisfy, settle, and resolve all administrative, programmatic, and fiscal aspects of the program(s), including issues that arise out of any vendor agreements and shall not delegate or contract these responsibilities to any other entity. This includes, but is not limited to, disputes, claims, protests of award, or other manners of a contractual nature. Decision of A12AA is final and the vendor has no right of appeal to the California Department of Aging.
- B. In the event any vendor is utilized by Contractor for any portion of this Agreement, Contractor shall retain the prime responsibility for all the terms and conditions set forth in the Agreement including but not limited to, the responsibility for preserving A12AA's and the State's copyrights and rights in data in accordance with Article XIX of this exhibit, for handling property in accordance with Article VII. of this exhibit, and ensuring the keeping of, access to, availability, and retention of records of vendors in accordance with Article VI. of this exhibit.
- C. Funds for this Agreement shall not be obligated in vendor agreements for services beyond the ending date of this Agreement, unless all funding under this Agreement is appropriated without regard for fiscal year, and A12AA has agreed in writing to permit the specific expenditure for a specified period of time.
- D. Contractor shall have no authority to contract for or on behalf of A12AA, or incur obligations on behalf of A12AA.
- E. Copies of vendor agreements, memorandums and/or letters of understanding shall be on file with Contractor and shall be forwarded to A12AA with each proposal and budget.
- F. Contractor shall monitor the insurance requirements of its vendors in accordance with Article XI of this exhibit.
- G. Contractor shall require language in all vendor agreements to indemnify, defend, and save harmless A12AA, its officers, agents, and employees from any and all claims and

losses accruing to or resulting from any vendors, suppliers, laborers, and any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with any activities performed for which funds from this Agreement were used and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by the vendor in the performance of this Agreement.

- H. Contractor shall complete all reporting and expenditure documents requested by A12AA. These reporting and expenditure documents shall be sent to A12AA in a timely manner and at intervals as determined by A12AA.
 - 1. Monthly program reports are due electronically on the 5th working day of each month.
 - 2. Monthly fiscal reports are due electronically on the 15th of each month.
 - 3. The last budget revision is due to A12AA no later than April 15th of each fiscal year.
 - 4. Closeout reports are due to A12AA no later than July 15th of each fiscal year.
- I. Contractor shall maintain adequate staff to meet the requirements of this Agreement. This staff shall be available to A12AA for training and meetings, which A12AA and CDA may find necessary from time to time.
- J. If a private nonprofit corporation, Contractor shall be in good standing with the Secretary of State of California and shall maintain that status throughout the term of this Agreement.

ARTICLE VI. RECORDS

- A. Contractor shall maintain complete records which shall include, but not be limited to, accounting records, contracts, agreements, reconciliation of the "Financial Closeout Report" to the audited financial statements, a summary worksheet of results from the audit resolution performed for all vendors with supporting documentation, letters of agreement, insurance documentation in accordance with Article X of this exhibit. This includes memorandums and/or letters of understanding, patient or client records, and electronic files of its activities and expenditures hereunder in a form satisfactory to A12AA and CDA and shall make all records pertaining to this Agreement available for inspection and audit by A12AA and CDA or its duly authorized agents, at any time during normal business hours.
- B. All such records, including confidential records, must be maintained and made available by Contractor:

1. Until an audit of the July 1, 2023 through June 30, 2024 period of expenditures has occurred and an audit resolution has been issued or unless otherwise authorized in writing by A12AA;
2. For such longer period, if any, as is required by any applicable statute, by any other clause of this Agreement, or by Sections A and C of this Article; and 3. For such longer period as A12AA deems necessary.

- C. If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for the same periods as specified in Sections A and C of this Article. Contractor shall ensure that any resource directories and all client records remain the property of A12AA upon termination of this Agreement, and are returned to A12AA or transferred to another contractor as instructed by A12AA.
- D. In the event of any litigation, claim, negotiation, audit exception, or other action involving Contractor's records, all records relative to such action shall be maintained and made available until every action has been cleared to the satisfaction of A12AA and CDA and so stated in writing to Contractor.
- E. Adequate source documentation of each transaction shall be maintained relative to the allowability of expenditures reimbursed by A12AA under this Agreement. Source documentation includes, but is not limited to: vendor invoices, bank statements, and cancelled checks, bank/credit card statements, contracts and agreements, employee time sheets, purchase orders, indirect cost allocation plans. If the allowability of expenditures cannot be determined because records or documentation of Contractor are nonexistent or inadequate according to guidelines set forth in 2 CFR 200.302, and 45 CFR 75.302, the expenditures will be questioned in the audit and may be disallowed by A12AA and/or CDA during the audit resolution process.
- F. All records containing confidential information shall be handled in a confidential manner in accordance with the requirements for information integrity and security, and in accordance with guidelines set forth in this Article, and Article XVIII. After the authorized period has expired, confidential records shall be shredded and disposed of in a manner that will maintain confidentiality.

G. Public Records Act

Contractor is aware that this Agreement and any documents provided to A12AA may be subject to the California Public Records Act and may be disclosed to members of the public upon request. It is the responsibility of Contractor to clearly identify information in those documents that it considers to be confidential under the California Public Records Act. To the extent that A12AA agrees with that designation, such information will be held in confidence whenever possible. All other information will be considered public.

ARTICLE VII. PROPERTY

- A. Unless otherwise provided for in this Article, property refers to all assets, capitalized or noncapitalized, used in the performance of this Agreement.
1. Property includes land, buildings, improvements, machinery, vehicles, furniture, tools, and intangibles, etc.
 2. Property does not include consumable office supplies such as paper, pencils, toner, file folders, etc.
- B. Property, acquired under this agreement which meets any of the following criteria is subject to capitalization requirements. Such property must:
1. Has a normal useful life of at least 1 year;
 2. Has a normal useful life of at least one (1) year and has a unit acquisition cost of at least \$5000 (a desktop or laptop setup, including all peripherals is considered a unit, if purchased as a unit);
 3. All computing devices, regardless of cost (including but not limited to, laptops, flash drives, workstations, servers, personal digital assistants, notebook computers, tablets, smartphones, i-pads and cellphones);
 4. All Portable electronic storage media, regardless of cost (including but not limited to, thumb/flash drives and portable hard drives); and
 5. Be used to conduct business under this Agreement.
- C. Noncapitalized property is those items which do not meet all three requirements in Section B above.
- D. Additions, improvements, and betterments to assets meeting all of the conditions in Section B above must be reported. Additions typically involve physical extensions of existing units. Improvements and betterments typically do not increase the physical size of the asset. Instead, improvements and betterments enhance the condition of an asset (e.g., extend life, increase service capacity, and lower operating costs). Examples of assets that might be improved and bettered include roads, bridges, curbs and gutters, tunnels, parking lots, streets and sidewalks, drainage, and lighting systems.
- E. Intangibles are property which lack physical substance but give valuable rights to the owner and can be capitalized or noncapitalized. Examples of intangible property include patents, copyrights, leases, and computer software. By contrast, hardware consists of tangible equipment (e.g., computer printer, terminal, etc.).

Costs include all amounts incurred to acquire and to ready the intangible asset for its intended use. Typical intangible property costs include the purchase price, legal fees, and other costs incurred to obtain title to the asset.

- F. Contractor shall request approval from A12AA following the A12AA's Inventory Instructions, Provider Responsibilities, when purchasing items with a per unit cost of \$5000 or more, or computing devices with digital memory and storage capacity, regardless of the purchase price. The unit cost requires justification and approval from A12AA and must be included in the approved Provider Budget.
- G. Contractor shall keep track of property purchased with funds from this Agreement that meet the requirements as defined in Exhibit D, Article VII, Item B, whether capitalized or not. Contractor shall maintain and submit to A12AA, annually with the Closeout, a current inventory of property furnished or purchased by either the Contractor or by A12AA for Contractor with funds awarded under this Agreement or any predecessor agreement for the same purpose. Contractor shall use the A12AA Provider Inventory Worksheet with authorized signature to report property to A12AA, unless further restricted by Exhibit E, where applicable.
- H. Disposal of Property
 - 1. Prior to disposal of any property purchased by Contractor with funds awarded under this Agreement or any predecessor agreement, Contractor must obtain approval from A12AA for all items with a unit cost of \$5000 or more regardless of the acquisition value OR computing devices with digital memory and storage capacity. Disposition, which includes sale, trade-in, discarding, or transfer to another agency may not occur until approval is received from A12AA. Contractor shall follow A12AA's Inventory Instructions, Provider Responsibilities, and use the Inventory Transfer/Disposal Form provided by A12AA staff to dispose of property. Property is not to be disposed of until approved by A12AA. (A12AA submits both the CDA 248 and STD 152 and must receive approval from CDA before disposing of property.) Contractor will be liable to repayment of purchase price of equipment if they dispose of the equipment without prior approval from A12AA and CDA.
 - 2. Contractor must remove all Personal, Sensitive, or Confidential Information (PSCI), from A12AA property prior to disposal including removal or destruction of data on computing devices with digital memory and storage capacity. Since these media may require special disposition in order to mitigate the risk of unauthorized disclosure and ensure confidentiality of information, Contractor must follow the instructions outlined on Certification for Computing Media Sanitation, a document provided by A12AA and CDA. Information systems capture, process, store, and transmit information using a wide variety of media such as, but not limited to, magnetic tapes, flash drives, personal computers, workstations, PDAs (personal digital assistants), iPads, and laptops.
- I. Any loss, damage, or theft of equipment shall be investigated and fully documented and Contractor shall promptly notify A12AA and shall provide copies of investigative

documentation and police reports as requested by A12AA. A12AA will notify CDA.
[CFR 215.34]

- J. A12AA reserves title to all A12AA and CDA purchased or financed property not fully consumed in the performance of this Agreement, unless otherwise required by Federal law or regulation or as otherwise agreed by the parties.
- K. Contractor shall exercise due care in the use, maintenance, protection, and preservation of such property during the period of the project, and shall assume responsibility for replacement or repair of such property during the period of the project, until Contractor has complied with all written instructions from A12AA regarding the final disposition of the property.
- L. In the event of Contractor's dissolution or upon termination of this Agreement, Contractor shall provide a final property inventory to A12AA. A12AA reserves the right to require Contractor to transfer such property to another entity or to A12AA.
- M. To exercise the above right, no later than 120 days after termination of this Agreement or notification of Contractor's dissolution, A12AA will issue specific written disposition instructions to Contractor.
- N. Contractor shall use the property for the purpose for which it was intended under Agreement. When no longer needed for that use, Contractor with written approval of A12AA may use the property for other purposes in this order:
 - 1. Another A12AA program providing the same or similar service; or
 - 2. State or Federally-funded program.
- O. Contractor may share use of the property and equipment or allow use by other programs upon written approval of A12AA. As a condition of the approval, A12AA may require reimbursement under this Agreement for its use.
- P. Contractor shall not use equipment or supplies acquired under this Agreement for personal gain or to usurp the competitive advantage of a privately owned business entity.
- Q. If purchase of equipment is a reimbursable item, the equipment to be purchased will be specified in the Budget Summary.

ARTICLE VIII. ACCESS

Contractor shall provide access to A12AA, the Bureau of State Audits, the Controller General of the United States, or any of their duly authorized representatives, to any books, documents, papers, records, and electronic files of Contractor which are directly pertinent to this specific Agreement for the purpose of audit, examination, excerpts, and transcriptions.

ARTICLE IX. MONITORING, ASSESSMENT, AND EVALUATION

- A. Authorized A12AA and State representatives shall have the right to monitor and evaluate Contractor's administrative, fiscal, and program performance pursuant to this Agreement. Said monitoring and evaluation may include, but is not limited to, administrative processes, fiscal, data and procurement components. This will include policies, procedures and procurement audits, inspections of project premises, when applicable, inspection of food preparation sites, and interview of project staff and participants.
- B. Contractor shall cooperate with A12AA and the State in the monitoring and evaluation processes, which include making any administrative and fiscal staff available during any scheduled process.
- C. Contractor shall monitor contracts and vendor agreements to ensure compliance with laws, regulations, and provisions of contracts or grant agreements that may have a direct or material effect on each of its A12AA funded and CDA funded programs.
- D. Contractor is responsible for maintaining supporting documentation including financial and statistical records, contracts, or grant agreements monitoring reports, and all other pertinent records until an audit has occurred and an audit resolution has been issued or unless otherwise authorized in writing by A12AA or CDA.

ARTICLE X. AUDIT REQUIREMENTS

- A. General
 - 1. Any duly authorized representative of the federal or State government, which includes but is not limited to the State Auditor, A12AA Staff and any entity selected by A12AA to perform inspections, shall have the right to monitor and audit Contractor providing services under this Agreement through on-site inspections, audits and other applicable means the A12AA determines necessary. In the event that A12AA is informed of an audit by an outside federal or State government entity affecting the Contractor, A12AA will provide timely notice to Contractor.
 - 2. Contractor shall make available all reasonable information necessary to substantiate that expenditures under this agreement are allowable and allocable, including, but not limited to accounting records, vendor invoices, bank statements, cancelled checks, bank/credit card statements, contracts and agreements, employee time sheets, purchase orders, indirect cost allocation plans. Contractor shall agree to make such information available to the A12AA or any of their duly authorized representatives, including representatives of the entity selected by A12AA to perform inspections, for examination, copying, or

mechanical reproduction, on or off the premises of the appropriate entity upon a reasonable request.

3. All agreements entered into by Contractor with audit firms for purposes of conducting independent audits under this Agreement shall contain a clause permitting any duly authorized representative of the A12AA or State government access to the supporting documentation of said audit firm(s).
4. The Contractor shall cooperate with and participate in any further audits which may be required by the State, including CDA fiscal and compliance audits.

B. A12AA Fiscal and Compliance Audits

1. The A12AA Fiscal department shall enlist outside entities to perform fiscal and compliance audits of Contractors in accordance with Generally Accepted Government Auditing Standards (GAGAS) to ensure compliance with applicable laws, regulations, grants, and contract requirements.
2. The A12AA fiscal and compliance audits may include, but not be limited to, a review of:
 - a. Financial closeouts (2 CFR 200.1 and 45 CFR 75.2)
 - b. Internal controls (2 CFR 200.303 and 45 CFR 75.303)
 - c. Allocation of expenditures (2 CFR 200.1 and 45 CFR 75.2)
 - d. Allowability of expenditures (2 CFR 200.403 and 45 CFR 75.403)
 - e. Equipment expenditures and approvals (2 CFR 200.439 and 45 CFR 75.439)

C. Single Audit Reporting Requirements (2 CFR 200 Subparts F and 45 CFR 75 Subparts F)

1. Contractor Single Audit Reporting Requirements
 - a. Contractors that expend \$750,000 or more in Federal Awards shall arrange for an audit to be performed as required by the Single Audit Act of 1984, Public Law 98-502; Single Audit Act Amendments of 1996, Public 104-156; and 2 CFR Part 200.501 to 200.521; and 45 CFR 75.501 to 75.521. A copy of the audit shall be submitted to A12AA: Area 12 Agency on Aging, 19074 Standard Rd., Ste. A, Sonora, CA 95370.
 - b. The copy shall be submitted within 30 days after receipt of the auditor's report or nine (9) months after the end of the audit period, whichever occurs first, or unless a longer period is agreed to in advance by the cognizant or oversight agency.

- c. Contractor shall ensure that State-funded expenditures are displayed discretely along with the related Federal expenditures in the single audit report's "Schedule of Expenditures of Federal Awards" (SEFA) under the appropriate Catalog of Federal Domestic Assistance (CFDA) number as referenced in Section B of this Article.
 - d. For State contracts that do not have CFDA numbers, Contractor shall ensure that the State-funded expenditures are discretely identified in the SEFA by the appropriate program name, identifying grant/contract number, and as passed through CDA.
- 2. Contractor shall perform a reconciliation of the "Financial Closeout Report" to the audited financial statements, single audit and general ledgers. The reconciliation shall be maintained and made available to A12AA review.
 - 3. Contractor shall have the responsibility for resolving its contracts with its vendors to determine whether funds provided under this Agreement are expended in accordance with applicable laws, regulations, and provisions of this Agreement.
 - 4. The Contractor shall ensure that single audit reports meet 2 CFR 200 and 45 CFR 75, Subparts F – Audit Requirements.
 - 5. Contract resolution includes:
 - a. Ensuring that contractors expending \$750,000 or more in federal awards during the contractor's fiscal year has met the audit requirements of the 2 CFR 200.501 to 200.521 and 45 CFR 75.501 to 75.521.
 - b. Issuing a management decision on audit findings within six months after receipt of Contractor's single audit report and ensuring that Contractor takes appropriate and timely corrective action.
 - c. Reconciling expenditures reported to A12AA to the amounts identified in the single audit or other alternate procedures if Contractor was not subject to the single audit requirements. For a contractor who was not required to obtain a single audit and who did not obtain another type of audit, the reconciliation of expenditures reported to A12AA must be accomplished through the performance of alternative procedures (e.g., risk assessment [2 CFR 200.331 and 45 CFR 75.352], documented review of financial statements, or documented expense verification reviews/fiscal monitoring assessments).
 - 6. When alternative procedures are used, Contractor shall perform financial management system testing which provides, in part, the following:
 - a. Accurate, current and complete disclosure of the financial results of each federal award or program.

- b. Records, supported by source documentation, that adequately identify the source and application of funds.
 - c. Effective control over and accountability for all funds, property, and other assets to ensure these items are used solely for authorized purposes.
 - d. Comparison of expenditures with budget amounts for each federal award.
 - e. Written procedures to implement the requirements of 2 CFR 200.305 and 45 CFR 75.305.
 - f. Written procedures for determining the allowability of costs in accordance with 2 CFR Part 200 and 45 CFR Part 75, Subparts E - Cost Principles. [2 CFR 200.302 and 45 CFR 75.302]
7. Contractor shall document system and expense testing to show an acceptable level of reliability, including a review of actual source documents.
8. Determining whether the results of the reconciliations performed necessitate adjustment of Contractor's own records.
9. The Contractor shall ensure that the requirements of the 2 CFR 200 and 45 CFR 75, Subparts F – Audit Requirements are met is generally interpreted to mean that Contractor will ensure that the audit was:
- a. Performed timely – not less frequently than annually and a report submitted timely. The audit is required to be submitted within 30 days after receipt of the auditor's report or nine months after the end of the audit period, whichever comes first. [2 CFR 200.512 and 45 CFR 75.512]
 - b. Properly procured – use procurement standards for auditor selection. [2 CFR 200.509 and 45 CFR 75.509]
 - c. Performed in accordance with Generally Accepted Government Auditing Standards. [2 CFR 200.514 and 45 CFR 75.514]
 - d. All inclusive – includes an opinion (or disclaimer of opinion) of the financial statements; a report on internal control related to the financial statements and major programs; an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts or grant agreements; and the schedule of findings and questioned costs. [2 CFR 200.515 and 45 CFR 75.515]
 - e. Performed in accordance with provisions applicable to the program as identified in 2 CFR 200 and 45 CFR Part 75, Subparts F - Audit Requirements.

10. Requirements identified in D and E of this Article shall be included in Contractor's contracts/agreements. Further, Contractor shall be required to include in its contract with the independent auditor that the auditor will comply with all applicable requirements/standards, A12AA and the CDA shall have access to all audit reports and supporting work papers, and A12AA and the CDA has the option to perform additional work, as needed.
 11. A reasonably proportionate share of the costs of audits required by, and performed in, accordance with the Single Audit Act Amendments of 1996, as implemented by requirements of this part, are allowable. However, the following audit costs are unallowable:
 - a. Any costs when audits required by the Single Audit Act and 2 CFR 200 and 45 CFR 75, Subparts F - Audit Requirements have not been conducted or have been conducted but not in accordance therewith; and
 - b. Any costs of auditing a non-federal entity that is exempted from having an audit conducted under the Single Audit Act and 2 CFR 200 and 45 CFR 75, Subparts F - Audit Requirements because its expenditures under federal awards are less than \$750,000 during the non-federal entity's fiscal year.
- D. Contractor shall cooperate with and participate in any further audits which may be required by A12AA or CDA.

ARTICLE XI. INSURANCE

- A. Prior to commencement of any work under this Agreement, Contractor shall provide for the term of this Agreement, the following insurance:
1. General Liability Coverage - Commercial general liability insurance with a minimum liability limit per occurrence of one million dollars (\$1,000,000) for bodily injury and one hundred thousand dollars (\$100,000) property damage combined. Higher limits may be required by A12AA in cases of higher than usual risks. If a commercial general liability insurance form or other form with general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Coverage shall be included for premises, operations and broad form contractual.
 2. Automobile Liability insurance with a minimum limit of liability per occurrence of \$1,000,000 for bodily injury and \$100,000 for property damage. This insurance shall cover for bodily injury and property damage, owned, hired and non-owned vehicles. This insurance shall cover volunteers and paid employees providing services supported by this Agreement.
 3. Automobile Liability for Charter-Party Carriers: If applicable, contractors shall comply with the Public Utilities Commission (PUC) General Order No. 115-G

which requires higher levels of insurance for charter-party carriers of passengers and is based on seating capacity as follows:

\$750,000 if seating capacity is under 8
\$1,500,000 if seating capacity is 8 – 15
\$5,000,000 if seating capacity is over 15

unless otherwise amended by future regulation.

4. Professional Liability: Professional errors and omissions liability for protection against claims alleging negligent acts, errors or omissions which may arise from Contractor's operations under this Agreement, whether such operations be by Contractor or by its employees or vendors. The amount of this insurance shall not be less than one million dollars (\$1,000,000) per claim.
 5. Workers' Compensation Coverage – Workers' Compensation Insurance and Employer's Liability Insurance for employees in accordance with the laws of the State of California (including requiring any authorized vendor to obtain such insurance for its employees).
- B. The insurance shall be obtained from an insurance company acceptable to A12AA and the California Department of General Services, Office of Risk and Insurance Management, or be provided through partial or total self-insurance acceptable to A12AA and the Department of General Services.
- C. Evidence of insurance shall be in a form and content acceptable to the A12AA and the California Department of General Services, Office of Risk and Insurance Management. Insurance obtained through commercial carriers shall meet the following requirements:
1. The Certificate of Insurance shall provide that the insurer will not cancel the insured's coverage without thirty (30) days prior written notice to the A12AA or ten (10) days written notice if the reason for cancellation is for non-payment of any insurance premium.
 2. The Certificate of Insurance shall provide the statement: "The Area 12 Agency on Aging, its officers, agents, employees, and servants are included as additional insured's, with respect to work performed for the Area 12 Agency on Aging."
 3. The Area 12 Agency on Aging shall be named the certificate holder and the A12AA address must be listed on the certificate.
- D. The insurance provided herein shall be in effect at all times during the term of this Agreement. In the event the insurance coverage expires during the term of this Agreement, Contractor agrees to provide A12AA, at least thirty (30) days prior to the expiration date, a new certificate of insurance evidencing insurance coverage as provided herein for a period not less than the remaining term of this Agreement or for a

period not less than one (1) year. In the event Contractor fails to keep in effect at all times said insurance coverage, A12AA may, in addition to any other remedies it may have, terminate this Agreement.

- E. Contractor shall require its vendors under this Agreement, other than units of local government which are self-insured, to maintain adequate insurance coverage for general liability, worker's compensation liabilities, and if appropriate, auto liability including non-owned auto and professional liability, and further, Contractor shall require all of its vendors to hold Contractor harmless. The vendor's Certificate of Insurance for general and auto liability shall also name Contractor, not A12AA, as the certificate holder and additional insured. Contractor shall maintain certificates of insurance for all its vendors and forward copies to A12AA if requested.
- F. A copy of each appropriate Certificate of Insurance referencing this Agreement number and specific programs, or letter of self-insurance, shall be submitted to A12AA with this Agreement.
- G. The entity providing Ombudsman services must be insured or self-insured for professional liability covering all Ombudsman activities including, but not limited to, investigation of patient complaints.

A copy of all volunteer and employee drivers' insurance coverage and licenses shall be reviewed at the yearly monitoring by A12AA a minimum of once a year or whenever an update and/or change is required.

ARTICLE XII. TERMINATION

A. Termination Without Cause

A12AA may terminate this Agreement without cause in whole or in part, if A12AA determines that a termination is in A12AA's best interest, upon 90 days written notice to Contractor. The Notice of Termination shall specify the extent of the termination and shall be effective 90 days from the delivery of the notice. The parties agree that if the termination of this Agreement is due to a reduction or deletion of funding by the Department of Finance, Legislature or Congress, the Notice of Termination shall be effective 30 days from the delivery of the notice. The parties agree that if a portion of this Agreement is terminated, the remainder of this Agreement shall be deemed to remain in effect and is not void. Upon termination of this Agreement, or any part thereof, Contractor shall submit to A12AA for submission to CDA Transition Plan as specified in Exhibit E.

B. Termination for Cause

A12AA may terminate for cause the performance of work under this Agreement upon 30 days written notice to Contractor. The Notice of Termination shall be effective 30 days from the delivery of the Notice of Termination unless the ground for termination is due to a threat to life or the health or safety of the public and in that case the

termination shall take effect immediately. The grounds for termination for cause shall include but not limited to, the following:

1. A threat to life, health, or to the safety of the public. (Termination of this Agreement shall be effective immediately.)
2. A violation of the law or failure to comply with any condition of this Agreement.
3. Inadequate performance or failure to make progress so as to endanger performance of this Agreement.
4. Failure to comply with reporting requirements.
5. Evidence that Contractor is in an unsatisfactory financial condition as determined by an audit by A12AA and/or Contractor or evidence of a financial condition that endangers performance of this Agreement and/or the loss of other funding sources.
6. Delinquency in payment of taxes or payment of costs for performance of this Agreement in the ordinary course of business.
7. Appointment of a trustee, receiver, or liquidator for all or a substantial part of the Contractor's property, or institution of bankruptcy, reorganization or the arrangement of liquidation proceedings by or against Contractor.
8. Service of any writ of attachment, levy of execution, or commencement of garnishment proceedings against Contractor's assets or income.
9. The commission of an act of bankruptcy.
10. A finding of debarment or suspension pursuant to Article II, Section K.
11. Contractor's organizational structure has materially changed.
12. A12AA determines that Contractor may be considered a "high risk" agency as described in 45 CFR 92.12 (local government) 45 CFR 74.14 (non-profit organizations). If such a determination is made, Contractor may be subject to special conditions or restrictions.

C. Contractor's Obligation After Notice

After receipt of a Notice of Termination, and except as directed by A12AA, Contractor shall immediately proceed with the following obligations, as applicable, regardless of any delay in determining or adjusting any funds due under this clause.

The Contractor shall:

1. Stop work as specified in the Notice of Termination.
2. Place no further vendor agreements for materials, or services, except as necessary to complete the continued portion of this Agreement.
3. Terminate all agreements to the extent they relate to the work terminated.
4. Settle all outstanding liabilities and termination settlement proposals arising from the termination of vendor agreements (the approval or ratification of which will be final for purposes of this clause).

D. Effective Date

Termination of this Agreement shall take effect immediately in the case of an emergency such as threat to life, or to the health or safety of the public. The effective date for termination to cause or for funding reductions is 30 days and the effective date for termination without cause is 90 days subsequent to written notice to Contractor. The notice shall describe the action being taken by A12AA, the reason for such action, and any conditions of the termination, including the date of termination.

E. Voluntary Termination of Agreement

Pursuant to Title 22, Section 7210, Contractor may voluntarily terminate this Agreement prior to its expiration either by mutual agreement with A12AA or upon 30 days written notice to A12AA.

In case of voluntary termination, Contractor shall allow A12AA up to 180 days to transition services. Contractor shall submit a Transition Plan in accordance with Exhibit E.

- F. In the event of a termination, A12AA will present written notice to Contractor of any condition, such as, but not limited to, transfer of clients, care of clients, return of unspent funds, and disposition of property, which must be met prior to termination.

ARTICLE XIII. REMEDIES

Contractor agrees that any remedy provided in this Agreement is in addition to and not in derogation of any other legal or equitable remedy available to A12AA as a result of breach of this Agreement by Contractor, whether such breach occurs before or after completion of the project.

ARTICLE XIV. DISSOLUTION OF ENTITY

Contractor shall notify A12AA immediately of any intention to discontinue existence of the entity or to bring an action for dissolution.

ARTICLE XV. AMENDMENTS, REVISIONS OR MODIFICATIONS

- A. 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 this Agreement is binding on any of the parties.
- B. A12AA reserves the right to revise, waive, or modify this Agreement to reflect any restrictions, limitations, or conditions enacted by Congress or the State of California.

ARTICLE XVI. NOTICES

- A. Any notice to be given hereunder by either party to the other may be affected by personal delivery in writing or by registered or certified mail, or overnight mail, postage prepaid, return receipt requested, provided Contractor retains receipt, and shall be communicated as of actual receipt.
- B. Any notice given to A12AA for Contractor's change of legal name, main address, or name of Director shall be addressed to the Executive Director of A12AA one Contractor's letterhead and be submitted within three (3) business days of said action.
- C. All other notices with the exception of those identified in Section B of this Article, shall be addressed to A12AA, 19074 Standard Rd., Suite A, Sonoma, CA 95370. Notices mailed to Contractor shall be to the address indicated on the coversheet of this Agreement.
- D. Either party may change its address by written notice to the other party in accordance with this Article.

ARTICLE XVII. DEPARTMENT CONTACT

- A. The name of A12AA's contact to request revisions, waivers, or modifications affecting this Agreement, will be provided by A12AA to Contractor upon full execution of this Agreement.
- B. Contractor shall submit the name of its Agency Contract Representative (ACR), for this Agreement by submitting an ACR form to A12AA with this signed Agreement. The ACR's address, phone number, e-mail address, and FAX number shall be included on the form. For any change in this information, Contractor shall submit an amended ACR form. This form may be requested from A12AA.

ARTICLE XVIII. INFORMATION INTEGRITY AND SECURITY

- A. Information Assets

Contractor and any of its vendor(s), shall have in place operational policies, procedures, and practices to protect A12AA and State information assets, including those assets used to store or access Personal Health Information (PHI), Personal

Information (PI) and any information protected under the Health Insurance Portability and Accountability Act (HIPAA), (i.e., public, confidential, sensitive and/or personal identifying information) herein referred to as Personal, Sensitive and Confidential Information (PSCI) as specified in State Administrative Manual, § 5300-5365.3, Cal. Gov. Code §11019.9, DGS Management Memo 06-12, Department of Finance (DOF) Budget Letter 06-34, and CDA Program Memorandum 07-18 Protection of Information Assets, and the Statewide Health Information Policy Manual.

Information assets may be in hard copy or electronic format and may include but are not limited to:

1. Reports
2. Notes
3. Forms
4. Computers, laptops, cellphones, printers, scanners
5. Networks (LAN, WAN, WIFI), servers, switches, routers
6. Storage media, hard drives, flash drives, cloud storage
7. Data, applications, databases including:
 - Information collected and/or accessed in the administration of A12AA programs and services.
 - Information stored in any media form, paper or electronic.

B. Encryption of Computing Devices

A12AA and Contractors, and any of its vendor(s) that collect data, are required to use 128-Bit encryption for PSCI data that is collected and stored on all computing devices (including but not limited to, workstations, servers, laptops, personal digital assistants, notebook computers and back up media) and/or portable electronic storage media (including but not limited to, discs and thumb/flash drives, portable hard drives and backup media).

C. Disclosure

1. Contractor, and any of its vendors, shall ensure that all PSCI is protected from inappropriate or unauthorized access or disclosure in accordance with applicable laws, regulations and state policies. The requirement to protect information shall remain in force until superseded by laws, regulations or policies.
2. Contractor, and any of its vendors, shall protect from unauthorized disclosure, confidential, PSCI such as names and other identifying information, concerning persons receiving services pursuant to this Agreement, except for statistical information not identifying any participant.
3. "Personal Identifying Information" shall include, but not be limited to, name, identifying number, social security number, state driver's license, or state identification number, financial account numbers, symbol or other identifying

characteristic assigned to the individual, such as finger or voice print or photograph.

4. Contractor, and any of its vendors shall not use PSCI for any purpose other than carrying out the Contractor's obligations under this Agreement. Contractor is authorized to disclose and access identifying information for this purpose as required by Older Americans Act (OAA).
5. Contractor, and any of its vendors, shall not, except as otherwise specifically authorized or required by this Agreement or court order, disclose any PSCI obtained under the terms of this Agreement to anyone other than A12AA and/or CDA without prior authorization from A12AA. Contractor may be authorized, in writing, by a participant to disclose PSCI specific to the authorizing participant.
6. Contractor, and any of its vendors, may allow participants to authorize the release of information to specific entities, but shall not request or encourage any participant to give a blanket authorization or sign a blank release, nor shall Contractor accept such blanket authorization from any participant.

D. Security Awareness Training

1. Contractor's employees, vendors and volunteers handling PSCI must complete the required CDA Security Awareness Training module located at https://aging.ca.gov/Information_security/ within thirty (30) days of the start date of this Agreement, or within thirty (30) days of the start date of any new employee, vendor or volunteer's employment and annually thereafter.
2. Contractor must maintain certificates of completion on file and provide them to A12AA upon request.

E. Health Insurance Portability and Accountability Act (HIPAA)

Contractor agrees to comply with the privacy and security requirements of the HIPAA and ensure that any of its vendors comply with the privacy and security requirements of HIPAA.

F. Contractor Information Integrity & Security Statement

Contractor shall sign and return an Information Integrity & Security form with this Agreement. This is to ensure that Contractor and any of its vendors are aware of, and agree to comply with, their obligations to protect A12AA and CDA information assets including PSCI, from unauthorized access and disclosure.

G. Security Incident Reporting

A security incident occurs when A12AA and/or CDA information assets are or are reasonably believed to have been accessed, modified, destroyed, disclosed without

proper authorization, lost or stolen. Contractor and any of its vendors must comply with CDA's security incident reporting procedure located at <http://aging.ca.gov/Information Security and Privacy>. All security incidents must be reported to A12AA Executive Director or Assistant Director immediately upon detection. A Security Incident Report form (CDA 1025 attached with Exhibit D), must be submitted to the A12AA Executive Director or Assistant Director within five (5) business days of date of the incident was detected.

H. Security Breach Notifications

Notice must be given by Contractor, and/or any of its vendors to anyone whose PSCI could have been breached in accordance with HIPAA, the Information Practices Act of 1977, State, and A12AA policy.

I. Software Maintenance

Contractor and any of its vendors shall apply security patches and upgrades in a timely manner and keep virus software up-to-date on all systems on which A12AA and State data may be stored or accessed.

J. Electronic Backups

Contractor and any of its vendors shall ensure that all electronic information is protected by performing regular backups of files and databases, and shall ensure the availability of information assets for continued business. Contractor, and any of its vendors shall ensure that all data, files and backup files are encrypted.

K. Provisions of this Article

The provisions contained in this Article shall be included in all contracts between Contractor and its vendors.

XIX. COPYRIGHTS AND RIGHTS TO DATA

A. Copyrights

1. If any material funded by this Agreement is subject to copyright, A12AA reserves the right to copyright such material and Contractor agrees not to copyright such material, except as set forth in Section B of this article.
2. Contractor may request permission to copyright material by writing to the Executive Director of A12AA. The Executive Director will contact the CDA's Director for permission to copyright and shall consent to or give the reason for denial to Contractor in writing within ninety (90) days of receipt of the request.
3. If the material is copyrighted with the consent of CDA and A12AA, the State and federal awarding departments reserve a royalty-free, non-exclusive, and

irrevocable license to reproduce, prepare derivative works, publish, distribute and use such materials, in whole or in part, and to authorize others to do so, provided written credit is given the author. At any time during the term of this Agreement Contractor shall deliver to A12AA upon request, any materials, systems or other items developed, refined, or enhanced using funds from this Agreement.

4. On all publications funded solely or in part by this Agreement, Contractor shall include the following acknowledgement: "This publication has been created or produced by the Area 12 Agency on Aging with financial assistance, in whole or in part, through funds from the Administration for Community Living." Contractors undertaking projects under government sponsorship are encouraged to express their findings and conclusions. These contents do not necessarily represent the policy of the U. S. Department of Health & Human Services or A12AA and Contractor should not assume endorsement by the federal or State government.
5. Contractor certifies that it has appropriate systems and controls in place to ensure that A12AA funds will not be used in the performance of this Agreement for the acquisition, operation, or maintenance of computer software in violation of copyright laws.

B. Rights in Data

1. Contractor shall not publish or transfer any materials, as defined in subsection 2 below, produced or resulting from activities supported by this Agreement without the express written consent of A12AA. That consent shall be given or the reasons for denial shall be given and any conditions under which it is given or denied within sixty (60) days after the written request is received by A12AA. A12AA may request a copy of the material for review prior to approval of the request. This subsection is not intended to prohibit Contractor from sharing identifying client information authorized by the participant or summary program information which is not client-specific.
2. As used in this Agreement, the term "subject data" means writings, sound recordings, pictorial reproductions, drawings, designs or graphic representations, procedural manuals, forms, diagrams, workflow charts, equipment descriptions, data files and data processing or computer programs, and works of any similar nature (whether or not copyrighted or copyrightable) which are first produced or developed under this Agreement. The term does not include financial reports, cost analyses, and similar information incidental to contract administration, or the exchange of that information between Area Agencies on Aging to facilitate uniformity of contract and program administration on a statewide basis.
3. Subject only to the provisions of Article XVIII and Article XIX of this Exhibit, A12AA may use, duplicate, or disclose in any manner, and have or permit

others to do so subject to State and Federal law all subject data delivered under this Agreement.

ARTICLE XX. BILINGUAL AND LINGUISTIC PROGRAM SERVICES

A. Needs Assessment

1. Contractor shall conduct a cultural and linguistic group-needs assessment of the eligible client population in Contractor's service area to assess the language needs of the population and determine what reasonable steps are necessary to ensure meaningful access to services and activities to eligible individuals. [22 CCR 98310, 98314]

The group needs assessment shall take into account the following four (4) factors:

- a. Number of persons with Limited English Proficiency (LEP) eligible to be served or encountered by the program.
- b. Frequency with which LEP individuals come in contact with the program.
- c. Nature and importance of the services provided.
- d. Local or frequently used resources available to Contractor.

This group needs assessment will serve as the basis for Contractor's determination of "reasonable steps" and provide documentary evidence of compliance with Cal. Gov. Code § 11135 et seq.; 2 CCR 11140; 2 CCR 11200 et seq.; and 22 CCR 98300 et seq.

2. Contractor shall prepare and make available a report of the findings of the group needs assessment that summarizes:
 - e. Methodologies used.
 - f. The linguistic and cultural needs of non-English speaking or LEP groups.
 - g. Services proposed to address the needs identified and a timeline for implementation. [22 CCR 98310]
 - h. Local or frequently used resources available to Contractor.
3. Contractor shall maintain a record of the group needs assessment on file at Contractor's headquarters at all times during the term of this Agreement. [22 CCR 98310, 98313]

B. Provision of Services

1. Contractor shall take reasonable steps, based on the group needs assessment identified in Section A of this Article, to ensure that "alternative communication services" are available to non-English speaking or LEP beneficiaries of services under this Agreement.
[22 CCR 11162]
2. "Alternative communication services" include, but are not limited to, the provision of services and programs by means of the following:
 - i. Interpreters or bilingual providers and provider staff.
 - j. Contracts with interpreters.
 - k. MOU with community individuals or organizations that provide interpreter services.
 - l. Use of telephone interpreter lines.
 - m. Sharing of language assistance materials and services with other providers.
 - n. Translated written information materials, including but not limited to, enrollment information and descriptions of available services and programs.
 - o. Referral to culturally and linguistically appropriate community service programs.
3. Based on the findings of the group needs assessment, Contractor shall ensure that reasonable alternative communication services are available to meet the linguistic needs of identified eligible client population groups at key points of contact. Key points of contact include, but are not limited to, telephone contacts, office visits and in-home visits. [22 CCR 11162]
4. Contractor shall self-certify compliance with the requirements of this section and shall maintain the self-certification record on file at Contractor's office at all times during the term of this Agreement. [22 CCR 98324]
5. Contractor shall notify its employees of clients' rights regarding language access and Contractor's obligation to ensure access to alternative communication services where determined appropriate based upon the needs assessment conducted by Contractor. [22 CCR 98324]

C. Compliance Monitoring

1. Contractor shall develop and implement policies and procedures for assessing and monitoring the performance of individuals and entities that provide alternative communication services to non-English and LEP clients. [22 CCR 98310]
2. Contractor and A12AA shall monitor, evaluate and take effective action to address any needed improvement in the delivery of culturally and linguistically

appropriate services. [22 CCR 98310]

3. Contractor shall permit timely access to all records of compliance with this section. Failure to provide access to such records may result in appropriate sanctions. [22 CCR 98314]

D. Notice to Eligible Beneficiaries of Contracted Services

1. Contractor shall designate an employee to whom initial complaints or inquiries regarding national origin can be directed. [22 CCR 98325]
2. Contractor shall make available to ultimate beneficiaries of contracted services and programs information regarding A12AA procedures for filing a complaint and other information regarding the provisions of Cal. Gov. Code § 11135 et seq. [22 CCR 98326]
3. Contractor shall notify A12AA immediately of a complaint alleging discrimination based on a violation of State or Federal law. [2 CCR 11162; 22 CCR 98310, 98340]

ARTICLE I. ASSURANCES SPECIFIC TO THIS AGREEMENT

A. General Assurances

Contractor shall assure that the following conditions are met:

1. Services are provided only to the defined Eligible Service Population.
2. If Contractor makes any award of funds to a public or private nonprofit agency, for the following purposes: (1) acquiring, altering, leasing, or renovating a facility, including a mobile facility, for use as a multipurpose senior center or (2) constructing a facility, including a mobile facility, for use as a multipurpose senior center, Contractor shall adhere to the program requirements and to 45 CFR 75.327(2), "Procurement Standards," procurement by contractors and subcontractors for nonprofit organizations, and 45 CFR 75.327 procurement for State and local governments, as applicable.
3. Contractor shall comply with the standards and guidelines for procurement of supplies, equipment, construction, and services as provided in 45 CFR 75.328.
4. Contractor assures that when an existing facility has been altered with funds made available by this Agreement) and is used as a multipurpose senior center, the period of time in which such facility shall be used as a center is as follows:
 - a. Not less than three (3) years from the date the Agreement terminates where the amount of the Agreement, including the non-federal share, does not exceed \$30,000.
 - b. If the Agreement amount exceeds \$30,000, the fixed period of time shall be not less than three (3) years from the date of the Agreement plus one (1) year for each additional \$10,000, or part thereof, to a maximum of \$75,000.
 - c. For Agreement amounts which exceed \$75,000, the fixed period of time shall be no less than ten (10) years.
5. Any multipurpose senior center constructed with funds made available by this Agreement shall be used for that purpose for at least twenty (20) years after completion of that construction.
6. Any facility to be used as a senior center and acquired with funds made available by this Agreement shall be used for that purpose for at least ten (10) years from the date of acquisition.

7. Any agency awarded Title III funds for senior center acquisition or construction has a completed and notarized Notice of Assurances to the State of California of the Use of Property and the United States' Right of Recapture (CDA 214) recorded with the county recorder. Contractor shall periodically validate continuing use of such facility as a senior center during the recapture period.
8. Area 12 Agency on Aging (A12AA) funds will be made available only for the support of activities specified in an approved current Area Plan and current Contractor budget and contract that is in compliance with State and Federal laws and regulations.
9. An individual's receipt of services under the In-Home Supportive Services Program shall not be the sole cause for denial of any services provided by the A12AA or its contractors.
10. Funds made available under this Agreement shall supplement, and not supplant, any federal, State or local funds expended by a State or unit of general purpose local government to provide Title III (excluding III E) and Title VII services.
11. The following closely related programs identified by CFDA number are to be considered as an "Other Cluster" for purposes of determining major programs or whether a program specific audit may be elected. Contractor shall identify the CFDA titles and numbers to the independent auditor conducting the organization's single audit along with each of its subcontractors. The funding source (Federal Grantor) for the following programs is the U.S. Department of Health and Human Services, Administration for Community Living.

93.041	Special Programs for the Aging-Title VIIA, Chapter 3 Programs for Prevention of Elder Abuse, Neglect, and Exploitation (Title VIIA, Chapter 3)
93.042	Special Programs for the Aging-Title IIIB/VIIA, Chapter 2- Long Term Care Ombudsman Services for Older Individuals (Title IIIB/VIIA, Chapter 2)
93.043	Special Programs for the Aging-Title III, Part D -- Disease Prevention and Health Promotion Services (Title IIID)
93.044	Special Programs for the Aging-Title III, Part B -- Grants for Supportive Services and Senior Centers (Title IIIB)
93.045	Special Programs for the Aging-Title III, Part C -- Nutrition Services (Title IIIC)
93.052	National Family Caregiver Support-Title III, Part E
93.053	Nutrition Services Incentive Program (NSIP)

'Cluster of programs' means a grouping of closely related programs that share common compliance requirements. The types of clusters of programs are research and development, student financial aid, and other clusters. "Other Clusters" are as defined

by the consolidated CFR in the Compliance Supplement or as designated by a State for federal awards provided to its subcontractors that meet the definition of 'cluster of programs'. When designating an "other cluster," a State shall identify the Federal awards included in the cluster and advise the subcontractors of compliance requirements applicable to the cluster. A 'cluster of programs' shall be considered as one program for determining major programs, as described in 45 CFR 75.525(a), whether a program-specific audit may be elected. [Federal Office of Management and Budget, [45 CFR 75, Requirements], Audits of States, Local Governments 45 CFR 75 Appendix V to part 75 F.1., and Non-Profit Organizations 45 CFR 75 Appendix IV to part 75 C. 2.a.]

Contractor shall provide separate categories for Congregate Meals, Home Delivered Meals, NSIP Congregate, NSIP Home Delivered and each IIIB Program following the contracted services.

12. Contractor assures that voluntary contributions shall be solicited in accordance with the following requirements. [OAA § 315(b)]:
 - a. The Contractor for any Title III or Title VII services shall not use means tests.
 - b. Any Title III or Title VIIA client that does not contribute toward the cost of the services received shall not be denied services.
 - c. Methods used to solicit voluntary contributions for Title III and Title VIIA services shall be non-coercive. All voluntary contribution language must be approved by A12AA Executive Director before distributing to consumers.
 - d. Each Service Provider will:
 - (i) Provide each recipient with an opportunity to voluntarily contribute to the cost of the service.
 - (ii) Clearly inform each recipient that there is no obligation to contribute and that the contribution is purely voluntary.
 - (iii) Protect the privacy and confidentiality of each recipient with respect to the recipient's contribution or lack of contribution.
 - (iv) Establish appropriate procedures to safeguard and account for all contributions.
 - (v) Use all collected contributions to expand the services for which the contributions were given and to supplement (not supplant) funds received under this Act. [OAA § 315(b)(4)(E)]

13. Any Title III and Title VII service shall not implement a Cost Sharing program unless so notified by A12AA.
14. Voluntary contribution letters may not resemble a bill or a statement [OAA §315(b)].
15. All voluntary contribution language must be submitted in writing and approved by the A12AA Executive Director before distribution to consumers.
16. Individual client donations shall not be tracked by accounts receivable. [OAA §315(b)(4)(C)]
17. Contractor shall comply with the OAA § 306(a)(17), which requires it to include in its Administration information, how it will coordinate activities and develop long-range emergency preparedness plans with local and state emergency response agencies, relief organizations, local and state governments, and any other institutions that have responsibility for disaster relief service delivery.
18. Contractor, at a minimum, shall identify and make contact with their local Office of Emergency Services (OES) to define their respective roles and responsibilities. This contact shall include a discussion of the type of clients served by Contractor and how OES will address their needs in the community.
19. The Contractor shall furnish annually or whenever a change occurs, the name of its Disaster Coordinator to the A12AA Disaster Coordinator.
20. The Contractor shall assure that its staff have written procedures in place and are trained at least annually on how to handle emergencies. As specified in Title 22, CCR §7547, the training shall consist of:
 - a. Familiarity with telephone numbers of fire, police, and ambulance services for the geographic area served by the provider. These telephone numbers shall be posted near the telephone for easy access when an emergency arises.
 - b. Techniques to obtain vital information from older individuals and persons with disabilities who require emergency assistance.
 - c. Making written emergency procedure instructions available to all staff that have contact with older individuals or persons with disabilities.
21. Proof of age, citizenship or disability shall not be required as a condition of receiving services.

22. Contractor shall develop a policy and procedure to ensure that Title IIIC-1 and Title IIIC-2 meals are received only by eligible individuals.
23. Contractors of Title IIIC programs shall annually assess all Title C-1 and C-2 clients' nutrition risk using a valid nutrition screening tool. [OAA §339(2)(J)] [OAA §207(a)(3)][CCR 7636.1(b)(7)].
24. Materials published or transferred by Contractor and financed with funds under this Agreement shall: (a) state "the materials or product were a result of a project funded by a contract with the "Area 12 Agency on Aging"; (b) give the name of the entity, the address, and telephone number at which the supporting data is available; and (c) include a statement that "the conclusions and opinions expressed may not be those of the Area 12 Agency on Aging or the California Department of Aging and that the publication may not be based upon or inclusive of all raw data."

ARTICLE II. REPORTING PROVISIONS

- A. Contractor shall submit program performance reports for Title IIIB, Title III C-1, Title III C-2, and Title VIIB Elder Abuse Prevention Programs, in accordance with A12AA and California Department of Aging (CDA) requirements [W&I Code 9102 (a)(5)], to the A12AA Data Team.
- B. Contractor shall assure that all subcontractors submit complete and accurate data.
- C. Contractor shall have written procedures in a desk manual to assure that all performance data submitted is timely, complete, accurate and verifiable using the A12AA approved reporting procedures.
 1. Details regarding the collection and reporting of program data,
 2. Details regarding ensuring accuracy of data from intake/assessment process through reporting to A12AA,
 3. Details regarding verification of data prior to submission to A12AA, and
 4. Details for correction procedures.
- D. Reporting Requirements specific to Title IIIB, Title IIIC-1, Title IIIC-2, and Title VII services.
 1. Contractor shall submit program data electronically only for those A12AA funded programs using the data collection software, WellSky (SAMS).

2. Monthly service unit data reports will be completed and verified for accuracy no later than the fifth working day of the month following the month being reported.
 3. Contractor shall provide all missing information, corrections for errors and verification of accuracy for all monthly and annual data in accordance with CDA requirements per A12AA Data Team as requested by A12AA.
- E. The Contractor shall have written reporting procedures in a desk manual specific to each program which include:
1. Collection and reporting of program data for the Contractor or subcontractor,
 2. Ensuring accuracy of all data from the Contractor or subcontractor,
 3. Verification of Contractor or subcontractor data prior to submission to A12AA Data Team,
 4. Correction procedures for Contractor and subcontractor.
- F. The Contractor shall orient and train staff and subcontractor's staff regarding program data collection and reporting requirements. The Contractor shall have cross-trained staff in the event of planned or unplanned prolonged absences to ensure timely and accurate submission of data.

ARTICLE III. SERVICE PROVIDER PROGRAM RESPONSIBILITIES

- A. Outreach Activities/Public Information: Service Provider shall engage in outreach and public information activities in an effort to inform the public, community leaders, other Service Providers, and potential participants about program services and activities. Outreach activities are required and shall be aimed at reaching the target population(s). An outreach plan shall be developed including the following information: methods, timelines, target population(s), and expected number of persons to be reached. Service Provider shall maintain documentation of outreach activities.
- B. Targeting: The Older Americans Act, the Older Californians Act and the A12AA Area Plan identify specific categories of persons age 60+ as target populations for services. Programs are expected to serve target populations at a rate at least comparable to census figures. Providers must specify how they will reach the target populations. To meet targeting goals, providers must demonstrate the capacity to serve persons in need of the proposed service and who possess one or more of the following characteristics:
- (1) Greatest Social Need (GSN): GSN individuals have at least two of these characteristics: age 75+, lives alone, functionally impaired, language barriers or

cultural, social or geographic isolation caused by racial or ethnic status, sexual orientation, human immunodeficiency virus (HIV) status, gender identity, or gender expression.

- (2) Greatest Economic Needs (GEN): GEN individuals have a combined income from all sources at or below the federal poverty level.
 - (3) Minority: Persons who identify themselves with one of the following racial or ethnic groups: American Indian/Alaskan Native, Asian/Pacific Islander, African American, or Hispanic.
 - (4) Low Income, Minority: Low income, minority individuals have both GEN and minority characteristics.
 - (5) Geographically Isolated: Live in rural area (individuals who live outside of urbanized areas in town or remote countryside with fewer than 2500 persons).
 - (6) Disabilities: Older individuals with disabilities, with particular attention to those with severe disabilities.
- C. Means Test: Service Provider **shall not** use a means test to determine eligibility for program services. "Means test" is defined as the use of an older person's income or resources to deny or limit that person's receipt of services.
- D. Coordination:
- (1) Interagency: Service Providers shall demonstrate efforts to initiate cooperative working agreements with other community agencies providing services to older persons and/or with other agencies that provide similar services.
 - (2) Focal Points: Where feasible, Service Provider should coordinate services with Focal Points for senior services in their community. Focal Points are senior or community centers, designated by A12AA, where onsite senior information and referral, and linkage/coordination with needed services for seniors are available. Acceptable methods of coordination include providing the Focal Point(s) with informational materials about the services, letters/memoranda of agreement, and collocation of services. A list of Focal Points can be found in the A12AA 2022-2023 Area Plan Update available online at www.area12.org.
- E. Program Reporting: The OAA calls for annual performance reporting to the Administration for Community Living (ACL) by the California Department of Aging (CDA). ACL has developed the Older Americans Act Performance System (OAAPS) data criteria for this reporting.

A12AA collects the program specific data that is entered in the WellSky software database by each contracting provider. Program specific NAPIS/OAAPS requirements are entered into WellSky for monthly reporting to CDA by the contracting provider. This data is due to the A12AA by the 5th working day of each month following the month being reported. Contracting service providers are responsible for:

- The collection of the required program specific data,
- Providing staff with the WellSky training
- Providing staff with the appropriate number of hours to maintain the data,
- Assuring that the data is accurately entered into WellSky,
- Reporting in the WellSky database as required, and
- The cost of the WellSky licensing.

Contractors shall utilize the WellSky system on the portal.wellsky.com site. Software and licensing shall be provided through the A12AA. The cost of the annual fees and user licenses for the software will be an allowable expense for the Service Provider and is required for the Provider unless other arrangements are made.

ARTICLE IV. APPEAL PROCESS

- A. Contractor may appeal an adverse determination as defined in Title 22 CCR, §7702 using the appeal process established by the A12AA in Title 22 CCR, §7700 through 7710. Such appeal shall be filed within thirty (30) days of the A12AA's notice of adverse determination.
- B. Subcontractors of the Contractor may appeal the Contractor's final adverse determination relating to Title III and VII programs using the appeal process established in Title 22 CCR, §7700 through 7710.
- C. Any dispute regarding an existing direct service contract or the procurement of the direct service contract shall be resolved locally, consistent with W & I Code §9535(k), and as specified in the procurement documents and contracts of the Contractor.
- D. Appeal costs or costs associated with any court review are not reimbursable.

ARTICLE V. TRANSITION PLAN

- A. Contractor shall submit a transition plan to A12AA for submission to the CDA within 15 days of delivery of a written Notice of Termination (Pursuant to Article XII, Exhibit D of this Agreement) of a program funded either by Title III or Title VII. The transition plan must be approved by the CDA and shall at a minimum include the following:

1. Description of how clients will be notified about the change in their service provider.
 2. A plan to communicate with other organizations that can assist in locating alternative services.
 3. A plan to inform community referral sources of the pending termination of the service and what alternatives, if any, exist for future referrals.
 4. A plan to evaluate clients in order to assure appropriate placement.
 5. A plan to transfer any confidential medical and client records to a new contractor.
 6. A plan to dispose of confidential records in accordance with applicable laws and regulations.
 7. A plan for adequate staff to provide continued care through the term of the contract. [Title 22, 7206(e)(4)]
 8. A full inventory and plan to dispose or, transfer, or return to the A12AA all equipment purchased during the entire operation of the contract.
 9. Additional information as necessary to effect a safe transition of clients to other community service providers.
- B. Contractor shall implement the transition plan as approved by the State. A12AA and the CDA will monitor the Contractor's progress in carrying out all elements of the transition plan.
- C. If the Contractor fails to provide and implement a transition plan as required by paragraphs A and B of Exhibit D, Article XII of this Agreement, the Contractor will implement a transition plan submitted by CDA to A12AA following the Notice of Termination.

Non-Expendable Equipment/Vehicle Inventory

**Mariposa County Health & Human Services Agency
Adult & Aging Services - Mariposa County**

The inventory for Mariposa County Health & Human Services Agency, Adult & Aging Services is reviewed by Fiscal.

AREA 12 AGENCY ON AGING CONTRACT PERFORMANCE REPORT

SERVICE PROVIDER: MC Health & Human Services

FY: 2023-2024 For the Quarter Ending: June 2023 Standard %: %

If cumulative year-to-date performance falls (below) or above 5% of the year-to-date *Standard Percentage at the end of any quarter, this form must be submitted to A12AA with the fiscal monthly expenditure report for the final month of the quarter. *Standard Percentage equals number of months in quarter (3, 6, 9 or 12) divided by 12

- Only insert titles of programs that are out of compliance
- Document "Contracted Units" and "Actual Units" cumulatively (YTD)
- To determine percentage, divide YTD Actual Units by YTD Contracted Units.

Insert Program Title : EXAMPLE	C-1 Cong	C-2 Hm Delivered	3-B			
Contracted UOS/Meals	12,000					
Quarterly YTD Actual UOS/Meals	8,000					
Percentage-Actual vs. Contracted	66.66%					
Performance Over or (Under) Standard	(8.34)%					

Insert Program Title :	C-1 Cong	C-2 Hm Delivered	3-B			
Contracted UOS/Meals		8400				
Quarterly YTD Actual UOS/Meals		5813				
Percentage-Actual vs. Contracted		30.82				
Performance Percentage Over or (Under) Standard		under				

Quarterly Performance Report

SERVICE PROVIDER: MC Health & Human Services

FY: 2023-2024 For the Quarter Ending: June 2023

Program Name: TITLE III - 2C

Explain reasons for under or over performance standard:

*we were anticipating expanding service to Desert area
in the County with new vehicles*

Describe plan and timeline for corrective action to be taken:

*we are expecting 2 new Hot/Cold Vehicles by beginning
2024*

Program Name: _____

Explain reasons for under or over performance standard:

Describe plan and timeline for corrective action to be taken:

Program Name: _____

Explain reasons for under or over performance standard:

Describe plan and timeline for corrective action to be taken:

 Authorized Signature 6.29.23 Date

AREA 12 AGENCY ON AGING
MONITORING PERFORMANCE STANDARDS

A. PURPOSES

1. To identify the service level that constitutes an acceptable performance
2. To determine at what point a service provider is under performing and requires corrective action or adjustments in scope of services (SOS) and/or contract amount.
3. To determine at what point a service provider's performance is out of compliance with terms of the contract.

B. STANDARDS

1. Performance goal is 100% of contracted SOS
2. **A performance level of less than 5% or more than 5% as compared to the Standard Percentage at any point in time**, will mean service provider is under/over performing and SOS and/or contract amount may be revised.
3. A performance level of less than 85% will mean service provider has not met terms of the contract. SOS and/or contract amount will be revised, or termination procedures will be implemented.
4. Performance level achieved by service provider will be one of the factors to be considered in the evaluation of application for future funding.

C. GENERAL GUIDELINES

1. Service provider is responsible for meeting all terms of the contract including provisions of the SOS.
2. Service provider is to maintain a cumulative performance level of 95% or more of units of service in SOS in order to be considered for continued funding at the full allocation.
3. Performance levels for Title III programs are calculated by comparing actual units to an annual SOS. The normal calculation is as follows:

Actual Units of Service
Scope of Service Units

Number of Days Y-T-D
365 Days

4. If cumulative year-to-date performance level at the end of a quarter falls (below) or over above 5% of the year-to-date contracted units of service, service provider shall submit a Contract Performance Report (A12AA Form Performance Standards-Exhibit G). The report is due to the Fiscal Officer by the 15th of the month following the final month of the quarter. Corrective action must be implemented within thirty (30) days of the beginning of the new quarter.

5. The Area 12 Staff, including the Executive Director, Assistant Director, Fiscal Officer and Planner shall meet periodically to review service provider performance levels. In the case of underperforming programs, the entities may recommend that actions be taken. The recommendations may be forwarded to the A12AA Advisory Council and A12AA Governing Board for their consideration/adoption. The recommendations may include:
 - A. Service provider must perform at a level of 95% or higher for the second/third quarter of their contract amount and/or SOS may/shall be reduced by the difference between 95% and their cumulative performance.
 - B. Service provider must perform at a least 95% or higher for the (first/second/third) quarter or their contract amount and/or SOS may/shall be reduced by the difference between 95% and their quarterly performance.
 - C. Service provider's cumulative performance must be 95% or higher by the end of the (second/third) quarter or their contract and/or SOS may/shall be reduced by the difference between 95% and their cumulative performance.
 - D. A condition may be placed on this year's contract: The program must achieve 95% of its SOS level for the last (quarter/half) of the contract year, or next year's funding award and/or SOS will be reduced.
 - E. A12AA staff to revise service provider's budget and/or SOS.

Instructions for Attached Form: Performance Standards – Exhibit G (pages #1 & 2)

1. Service provider can use quarterly calculations from the monthly financial report to fill in page #1. Only show programs that are out of compliance.
2. Page #2 must be filled out and turned in with the monthly financial reports, if quarterly YTD performance is out of compliance with terms of the contract.
3. If more pages needed, copy and paste page #2 only.

CONTRACT RENEWAL PROPOSAL

**Mariposa County Health & Human Services Agency
Adult & Aging - Mariposa County**

The following document is the Contract Renewal Proposal submitted by Mariposa County HHS, Adult & Aging Services for Mariposa County.

GRIEVANCE PROCEDURES TO BE IMPLEMENTED BY SERVICE PROVIDERS

- 1.) All service providers shall develop written policies and procedures whereby any consumer of services may appeal and have resolved grievances relating, but not limited to:
 - a.) Amount or duration of a service;
 - b.) Denial or discontinuance of a service;
 - c.) Dissatisfaction with the service or service provider;
 - d.) Failure to comply with the regulations set forth by the California Department of Aging (CDA) or in the contract agreement with Area 12 Agency on Aging.
- 2.) The grievance procedure shall include all of the following:
 - a.) Time frames within which a complaint will be acted upon;
 - b.) Written notification to complainant of the results of the review, including a statement that the complainant may appeal to the Area 12 Agency on Aging if dissatisfied with the results of the review;
 - c.) Confidentiality provisions to protect the complainant's right to privacy. Only information related to the complaint may be released without the individual's consent.
- 3.) All service providers are required to notify all consumers of the grievance process available to them by:
 - a.) Posting notification of the process in visible and accessible areas. If a substantial number of consumers are non-English speaking, the notification shall also be posted in the primary language of this group of consumers;
 - b.) Advising homebound consumers of the process either orally or in writing.
- 4.) The appropriate level of complaint resolution shall be determined as follows:
 - a.) The service provider shall be the first administrative level for the resolution of complaints from consumers of services;
 - b.) If a complainant is dissatisfied with the results of a service provider's grievance process, the complainant may submit, in writing, their complaint to the executive director of the Area 12 Agency on Aging. If complainant cannot submit a written complaint, the Area 12 Agency on Aging shall:
 - 1) Verbally accept the complaint
 - 2) Prepare a written complaint
 - 3) Have the complainant sign the written complaint
 - c.) Any complaints received directly by the CDA shall be forwarded to the appropriate Area Agency on Aging for referral to the service provider.

AREA 12 AGENCY ON AGING

COMPLAINT RESOLUTION FOR SERVICE PROVIDERS

If you are a service sub-provider or applicant service sub-provider and are dissatisfied with an action taken by the Provider, you are entitled to submit a written grievance statement. Issues that are subject to the complaint resolution process include, but are not limited to the following:

- 1.) A reduction in the level of funding to an existing service sub-provider during a contract or subgrant period. However, a reduction directly attributable to a reduction in the funding to the Provider by the Area 12 Agency on Aging (A12AA) or the State or federal government shall not be considered an adverse determination.
- 2.) A cancellation or termination of an existing service sub-provider's contract or subgrant prior to the contractor or subgrant's expiration date.
- 3.) The denial of an application to provide services from an applicant service provider when any of the following exist:
 - a.) The presence of a conflict of interest, real or apparent;
 - b.) The occurrence of a procedural error or omission;
 - c.) The lack of substantial evidence to support an A12AA's action.

All complaints shall be:

- 1.) Made in writing and addressed to the Executive Director of the A12AA;
- 2.) Submitted within 30 days of incident of dispute;
- 3.) Responded to within 30 days of receipt of the complaint, in the form of a written statement which shall include:
 - a.) The reasons for the A12AA's decision on the issues contained in the complaint.
 - b.) The complainant's right, if any, to request a State hearing and the time frames within which such a request must be made.

GRIEVANCE PROCEDURES - PROVIDERS FOR EMPLOYEES & VOLUNTEERS

- 1.) All service providers shall develop written policies and procedures whereby any employee or volunteer may appeal and have resolved grievances relating, but not limited to:
 - a.) Unsafe practices;
 - b.) Not following guidelines or training;
 - c.) Dissatisfaction with the employer;
 - d.) Failure to comply with the regulations set forth by the California Department of Aging (CDA) or in the contract agreement with Area 12 Agency on Aging (A12AA).
- 2.) The grievance procedure shall include all of the following:
 - a.) Time frames within which a complaint will be acted upon;
 - b.) Written notification to complainant of the results of the review, including a statement that the complainant may appeal to the A12AA if dissatisfied with the results of the review;
 - c.) Confidentiality provisions to protect the complainant's right to privacy. Only information related to the complaint may be released without the individual's consent.
- 3.) All providers are required to notify all employees and volunteers of the grievance process available to them by:
 - a.) Posting notification of the process in visible and accessible areas. If a substantial number of consumers are non-English speaking, the notification shall also be posted in the primary language of this group;
 - b.) Advising employees and volunteers of the process either orally or in writing.



MARIPOSA COUNTY

Board of Supervisors



RESOLUTION - ACTION REQUESTED 2023-294

MEETING: June 6, 2023

TO: The Board of Supervisors

FROM: Joe Lynch, Director of Health and Human Services

RE: Approve the Contract Renewal Proposal with Area 12 Agency on Aging for Services in Second Year (Fiscal Year 2023-2024) of Awarded Four-Year Area 12 Agency Grant (July 2022 through June 2026); and Authorize the Board of Supervisors Chair to Sign the Proposal

RECOMMENDATION AND JUSTIFICATION

Approve the Contract Renewal Proposal with Area 12 Agency on Aging for Services in Second Year (Fiscal Year 2023-2024) of Awarded Four-Year Area 12 Agency Grant (July 2022 through June 2026); and Authorize the Board of Supervisors Chair to Sign the Proposal for the Following Programs:

- Title III B-Transportation;
- Title III C-1 Congregate Nutrition Program; and
- Title III C-2 Home Delivered Nutrition Program

Attached is the Contract Renewal Proposal with Area 12 Agency on Aging (A12AA) with Attachments A through G, along with the proposed A12AA Budgets for Fiscal Year 2023-24.

During this next fiscal year, Health & Human Services Agency, Adult & Aging Services branch will implement the expansion of the senior nutrition programming by capitalizing on previous funding received through grants from Area 12 Agency on Aging and USDA. HHSA plans to implement new meal delivery strategies and routes, reaching the desert areas of North County, Midpines, Catheys Valley and the Ponderosa Basin.

BACKGROUND AND HISTORY OF BOARD ACTIONS

HHSA, in collaboration with Area 12 Agency on Aging, has been providing the above stated programs to seniors in Mariposa County for over thirty (30) years.

On March 9, 2010, the Board adopted Resolution 2010-110 approving proposals for RFP 2010-2014.

On March 11, 2014, the Board adopted Resolution 2014-96 approving the proposals for RFP 2014-2018.

On March 13, 2018, the Board adopted Resolution 2018-100 approving proposals for RFP 2018 - 2022.

On March 15, 2022, the Board adopted Resolution 2022-169 approving proposals for RFP 2022-2026.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

A negative action would sever an additional funding source to the agency which would create a gap or even suspension of many senior services currently provided.

FINANCIAL IMPACT

None

ATTACHMENTS

- 1. A12AA Contract Renewal Proposal FY 2023-24

VOTE RESULT

RESULT: Adopted (UNANIMOUS)

MOVER: District I Supervisor Rosemarie Smallcombe

SECONDER: District V Supervisor Wayne Forsythe

AYES: District IV Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District V Supervisor Forsythe, District II Supervisor Poe

**Area 12 Agency on Aging
Fiscal Year 2023-2024
Contract Renewal Proposal
Mariposa County Health & Human Services Agency**

I. Proposal Summary

Enclosed is Mariposa County Health & Human Services Agency (HHSA), Adult & Aging Services branch, renewal proposals for the Title IIIB Transportation services, Title IIIC-1 Congregate Nutrition services, and Title IIIC-2 Home Delivered Nutrition services for the second year of the awarded four-year Area 12 Agency on Aging grant, July 2022 through June 2026. The projected programming budget included in this proposal is for the 2023-2024 fiscal year.

Mariposa County continues to see an increase in the need for all services to our senior population, as 38% of our county's total population are seniors aged 60 years of age and older. The need for senior transportation services, both locally and to medical appointments in our surrounding counties, has more than doubled over the past few years. Continued II-B Transportation funding does help to reduce some of the service expense, but historically does meet the entire need. The Transportation program is projecting to provide 4,950 UOS to an estimated number of one hundred and seventy-five (175) seniors in unduplicated services in the 2023-2024 fiscal year, with one-way transport stops being counted as one single unit of service. The County is projecting to provide 8,300 Units of Service (UOS) for our C-1 Congregate Nutrition program, and 4,478 units for our C-2 Home Delivered Nutrition services to an estimated combined number of five and fifty (550) seniors in unduplicated services during the 2023-2024 fiscal year, with one daily meal being counted as one single unit of service.

Mariposa County HHSA has been able to address the need for programming growth and expansions within our senior services and nutrition programs through funding for infrastructure from Area 12 Agency on Aging (Senior Nutrition) and the USDA for Rural County Health (Senior Services). The expansion of our programs gives HHSA, Adult & Aging branch, the ability to provide C-2 hot & frozen meal delivery to identified desert areas, with each meal delivered based upon the approved monthly menu components by the A12AA's contracted registered dietitian.

In continued partnership with Area 12 Agency on Aging, the Health & Human Services Agency, Adult & Aging Services branch, conforms to and promotes the Older Americans Act providing services to persons 60 years of age and over. Mariposa County Health & Human Services Agency looks forward to the continuing partnership with Area 12 Agency on Aging in meeting our mission of providing services that promote independent living as safely as possible, regardless of the individual's economic status.

II. Proposal Summary – Upcoming Fiscal Year

During this next fiscal year, 2023 – 2024, Mariposa County Health & Human Services Agency, Adult & Aging branch will implement the expansion of the Home Delivered Meals programming by capitalizing on the funding received through grants from Area 12 Agency on Aging and USDA. HHSA plans to implement new meal delivery strategies and routes, reaching the desert areas of North County, Midpines, Catheys Valley and the Ponderosa Basin.

With this expansion of services, HHSA will be increasing personnel staffing by changing two permanent part time (PPT) kitchen positions into full-time positions, and adding an additional 80% PPT staff member, and the continued ability to hire extra-help as needed for service growth. Mariposa County Transit services continue making weekly routes to include Merced, Sonora, and Oakhurst areas for senior shopping and medical appointments.

III. Administration of the Applicant Agency

No changes from the original submitted and approved Response to Request for Proposal and awarded four-year Area 12 Agency on Aging grant, July 2022 through June 2026.

IV. Governing Board

See Attachment C

V. Personnel Capability and Pattern

Mariposa County employs qualified personnel through a rigorous recruitment process by the County's Human Resources department. Job classifications and criteria of basic functions and responsibilities (see Attachment D) are on file for employees employed within the Department of HHSA; all kitchen staff hold food safety certifications.

- Program Manager
- Program Specialist I
- Program Assistant II
- Senior Nutrition Cook/ Site Supervisor
- Kitchen Assistant
- Extra Help Kitchen Assistant
- Transportation Program Specialist
- Transit System Bus Driver
- Driver

See the attached Mariposa County' Organizational Chart, detailing the Adult & Aging Branch and the programs it maintains.

Volunteers are an asset to many programs within Mariposa County. The Nutrition programs benefit greatly with their presences. All volunteers are required to sign the County's Waiver regarding Workers' Compensation Insurance form, pursuant to California Labor Code 3352(1) and receive a copy of the volunteer's job description. Within the HHSA's Nutrition Programs, a volunteer application is also completed, with an orientation and on-going training provided by the Program Manager and/or Program Specialist.

VI. Consumer Input

Consumer satisfaction is an important and valuable quotient in maintaining senior service programming. Therefore, program surveys are distributed to congregate, home delivered meal, and transportation program participants periodically to evaluate overall services, consumer needs, and their overall satisfaction. Within the C-1 Congregate Nutrition Program, surveys are readily available at the nutrition desk for congregate participants to evaluate overall services, consumer needs, and satisfaction. Survey results are shared with participants upon request. The C-2 Home Delivered Nutrition program surveys are distributed through the home delivered volunteers on an annual basis and returned via the enclosed envelope to the volunteer. (See attached comment card)

The County's public transportation service also is required by the Department of Transportation & the Federal Transportation Administration to provide an annual open public forum of the Local Transportation Commission of public hearings, which evaluates the effectiveness of Mariposa County Transit's services and identifies any additional transportation needs within the County. Surveys are conducted by the department and an independent contractor as per FTA requirements and are reported in the various transportation plans for Mariposa County (i.e. Short Range Transit Plan, Regional Transportation Plan, Mariposa County Coordinated Public Transit—Human Services Transportation Plan, & Regional Transportation Improvement Plan).

VII. Explain any Changes to Program

This next fiscal year, HHSA will be expanding our senior nutrition services, specifically the C-2 Home Delivered meals, by increasing staff hours, adding additional personnel positions within the Kitchen staffing, and initiating delivery strategies and delivery routes to reach more isolated, homebound seniors in Mariposa County. This is due to the receipt of grant infrastructure funding to purchase new energy efficient kitchen equipment and delivery vehicles to the homebound seniors in desert regions of Mariposa County.

VIII. Short – Long Range Plans for HHSA

In the event where Area 12 Agency on Aging funding allocations have been depleted before the end of the fiscal year, Mariposa County Health & Human Services Agency will continue to provide all services utilizing other agency funds without interruptions to services as needed. HHSA's senior nutrition programs do not incorporate a priority ranking system or waitlists for services; it has been the policy and history of Mariposa County to continue to provide services, regardless of reaching allocation of funding by Area 12 Agency on Aging, to ensure services will continue to be provided to all seniors in need.

Area 12 Agency on Aging - Preliminary Budget for Area Plan Contract
FY 23-24 beginning July 01, 2023 and ending June 30, 2024

Cover & Signature Page

PROVIDER: Mariposa County Community Services

DATE: ##/##/## => 04/17/23

I hereby certify to the best of my knowledge and belief that this proposed budget constitutes the intended revenue and spending plans for each program operated by us with Area 12 Agency on Aging Standard Agreement funds.

AUTHORIZED FOR PROVIDER BY MY SIGNATURE:		PRINTED NAME	TITLE
>  Lydia Arre - Manager		Diana Ziegenfuss	Program Specialist

[pass through funding from the California Department of Aging: 1) US DHHS Older Americans Act Title III B funds CFDA 93.044, Title III C funds CFDA 93.045, and 2) related California Department of Aging funds.

FOR A12AA USE ONLY		
<u>SIGNATURE, A12AA Executive Director</u>	Kristin Millhoff Executive Director	<u>DATE</u>
<u>SIGNATURE, A12AA Assistant Executive Director</u>	Tracey Sawyer Assistant Director	<u>DATE</u>
<u>SIGNATURE, A12AA Planner</u>	Doreen Schmidt Planner	<u>DATE</u>
<u>SIGNATURE, A12AA FISCAL OFFICER</u>	James M Maltese Fiscal Officer	<u>DATE</u>
>		

	A	B	C	D	E	F	G
1	Area 12 Agency on Aging - Preliminary Budget for Area Plan Contract						
2	FY 23-24 beginning July 01, 2023 and ending June 30, 2024						
3							
4	Provider: Mariposa County Community Services			Mariposa County HHSA			
5							
6	Summary of Costs						
7			Mariposa				04/17/23
8	COST CATEGORIES		III B	Mariposa	Mariposa		TOTAL
9	LINE ITEMS		Transportation	III C-1	III C-2		COSTS
10	Personnel Costs, Cash (from Tab 4 Personnel Costs, Cash)		182,340	180,497	99,456		462,293
11	Personnel Costs, In-Kind (from Tab 5 Personnel Costs, In-Kind)		-	26,725	7,300		34,025
12	Staff Travel (from Tab 6 Cost Details)		81	98	67		246
13	Staff Training (from Tab 6 Cost Details)		285	530	276		1,091
14	Property / Equipment (from Tab 6 Cost Details)		-	-	-		-
15	Vendor / Consultant Agreements (from Tab 6 Cost Details)		-	-	-		-
16	Food Costs - Cash			66,550	45,659		112,209
17	Food Costs - In-Kind			275	140		415
18	Allocated Costs, Direct (Send a list of costs and how each is allocated)						-
19	OTHER COSTS						
20	Advertising and Outreach						-
21	Building Rent - Cash (from Tab 6 Cost Details)		1,569	16,146	5,533		23,248
22	Building Rent - In-Kind (from Tab 6 Cost Details)		-	-	-		-
23	Equipment Rental						-
24	Food Service Supplies (from Tab 6 Cost Details)			8,750	4,750		13,500
25	Insurance		3,207	1,132	292		4,631
26	Memberships and Subscriptions			135	135		270
27	Office Expenses e.g. Paper, Postage, Software		4,250	3,250	1,950		9,450
28	Supplies, Other than Office		7,189	6,641	500		14,330
29	Repairs and Maintenance		2,200	1,800	950		4,950
30	Taxes & Licenses						-
31	Utilities e.g. Internet, Power, Telephone		7,100	8,018	3,192		18,310
32	Vehicle Costs		25,265	800	2,500		28,565
33	Volunteer Costs						-
34	Other- Describe		Area 12 Agency on Aging Access Fee (Wellsky)	440	440		1,320
35	Other- Describe		Cleaning / Janitorial Supplies	7,000	3,750		10,750
36	Other- Describe		CHP/DOT Pull-Prog, Drug & Alcohol Testing (Transp.)	1,800			1,800
37	Other- Describe						-
38	Other- Describe						-
39	Other- Describe						-
40	TOTAL OTHER COSTS		53,020	54,112	23,992		131,124
41	INDIRECT COSTS, Cash						-
42	INDIRECT COSTS, In-Kind						-
43	Costs, Cash		235,726	301,787	169,450		706,963
44	Costs, In-Kind		-	27,000	7,440		34,440
45	TOTAL COSTS**		235,726	328,787	176,890		741,403
46	Memo: Total Funding		235,726	328,787	176,890		741,403
47	Memo: Difference = Total Costs less Total Funding		-	-	-		-
49	**Total Costs must equal Total Funding						

Area 12 Agency on Aging - Preliminary Budget for Area Plan Contract
FY 23-24 beginning July 01, 2023 and ending June 30, 2024

Provider: Mariposa County Community Services

	A	B	C	D	E	F	G
1	Area 12 Agency on Aging - Preliminary Budget for Area Plan Contract						
2	FY 23-24 beginning July 01, 2023 and ending June 30, 2024						
3							
4							
5							
6	Summary of Funding						
7		Mariposa	Mariposa	Mariposa		04/17/23	
8	FUNDING SOURCES	III B	III C-1	III C-2		TOTAL	
9	LINE ITEMS	Transportation	Congregate	HDM		FUNDING	
10	Budgeted Number of Units (Trips or Meals)	2,622	8,000	4,478			
11	Reimbursement Rate per unit in \$	\$ 25.00	\$ 8.50	\$ 8.00			
12	Area 12 Baseline Funds	65,550	68,000	35,824		169,374	
13	Area 12 funded Equipment	-	-	-		-	
14	Area 12 NSIP Funds		3,382	4,664		8,046	
15	Total Area 12 Funding	65,550	71,382	40,488		177,420	
16	Grant Related Income						
17	Donations from Program Participants	4,000	22,500	10,950		37,450	
18	Non-Senior service fees		2,500			2,500	
19	Other - explain in narrative					-	
20	Total Grant Related Income	4,000	25,000	10,950		39,950	
21	Grant Related Income Carryover					-	
22	Match Cash						
23	Donations from NON-Participants					-	
24	Fundraising Events					-	
25	County Funds	166,176	205,405	118,012		489,593	
26	Other - explain in narrative					-	
27	Total Match Cash	166,176	205,405	118,012		489,593	
28	Match In-Kind						
29	Donated Food		275	140		415	
30	County Donated Space (attach valuation)					-	
31	Other Donated Space (attach valuation)					-	
32	Volunteer Personnel	-	26,725	7,300		34,025	
33	Other - explain in narrative					-	
34	Total Match In-Kind	-	27,000	7,440		34,440	
35	Total Match, Cash & In-Kind	166,176	232,405	125,452		524,033	
36	Non-Match Cash						
37	Interest Income					-	
38	Proceeds from Sale of Property/Equipment					-	
39	Other - explain in narrative					-	
40	Total Non-Match Cash	-	-	-		-	
41	Non-Match In-Kind:						
42	Explain in Narrative					-	
43	Total Non-Match In-Kind	-	-	-		-	
44	Total Funding, Cash	235,726	301,787	169,450		706,963	
45	Total Funding, In-Kind	-	27,000	7,440		34,440	
46	Total Funding**	235,726	328,787	176,890		741,403	
47	Memo: Total Costs	235,726	328,787	176,890		741,403	
48	Memo: Difference = Total Funding less Total Costs	-	-	-		-	
49							
50	**Total Funding must equal Total Costs						

	A	B	C	D	E	F	G	H	I	J	K
1	Area 12 Agency on Aging - Preliminary Budget for Area Plan Contract										
2	FY 23-24 beginning July 01, 2023 and ending June 30, 2024										
3											
4	Provider: Mariposa County Community Services										
5											
6	Personnel Costs, Cash										
7											04/17/23
8											
9											
10	Position Classification	Annual Wage Rate	FTE %	III B Transportation	FTE %	III C-1 Congregate	FTE %	III C-2 HDM	Total FTE%	TOTAL \$	
11	Program Manager	76,210		0	22.685%	17,288	22.685%	17,288	45.370%	34,576	
12	Program Specialist I/II	59,727		0	56.988%	34,037	26.914%	16,075	83.902%	50,112	
13	Program Assistant I	50,675		0	56.555%	28,659	26.711%	13,536	83.266%	42,195	
14	Sr. Nutrition Cook / Supervisor (80%)	31,629		0	61.772%	19,538	29.176%	9,228	90.948%	28,766	
15	Kitchen Assistant (70%)	31,629	0.000%	0	53.204%	16,828	25.129%	7,948	78.333%	24,776	
16	Extra-Hire Kitchen Assistant (860 hrs.)	32,527	0.000%	0	25.142%	8,178	11.873%	3,862	37.015%	12,040	
17	Transit Driver	44,256	75.000%	33,192	0.000%	0	0.000%	0	75.000%	33,192	
18	Transit Driver	29,273	75.001%	21,955	0.000%	0	0.000%	0	75.001%	21,955	
19	Relief Transit Driver / Extra Hire	19,111	100.000%	19,111	0.000%	0	0.000%	0	100.000%	19,111	
20	PT Medical/Transit Driver (860 Hrs.)	12,040	100.000%	12,040	0.000%	0	0.000%	0	100.000%	12,040	
21	PT Medical/Transit Driver (860 Hrs.)	16,282	100.000%	16,282	0.000%	0	0.000%	0	100.000%	16,282	
22	Program Assistant / Transportation Svcs. (860 Hrs.)	16,864	100.000%	16,864	0.000%	0	0.000%	0	100.000%	16,864	
23	Extra-Hire Kitchen Assistant (860 hrs.) (New Position)	32,527	0.000%	0	0.000%	0	0.000%	0	0.000%		
24			0.000%	0	0.000%	0	0.000%	0	0.000%		
25			0.000%	0	0.000%	0	0.000%	0	0.000%		
26			0.000%	0	0.000%	0	0.000%	0	0.000%		
27			0.000%	0	0.000%	0	0.000%	0	0.000%		
28			0.000%	0	0.000%	0	0.000%	0	0.000%		
29			0.000%	0	0.000%	0	0.000%	0	0.000%		
30			0.000%	0	0.000%	0	0.000%	0	0.000%		
31	Total Salaries			119,444		124,528		67,937		311,909	311,909
32	FICA	6.25%		7,465		7,783		4,246		19,494	
33	Medicare	1.45%		1,732		1,806		985		4,523	
34	FUI	0.00%		0		0		0			
35	SUI - State Unemployment Insurance	2.38%		934		405		294		1,633	
36	ETT	0.00%		0		0		0			
37	Total Payroll Taxes			10,131		9,994		5,525		25,650	25,650
38	Insurance - Health/Dental/Vision/Cafeteria Plan			21,792		22,063		14,871		58,726	
39	Insurance - Life			65		53		33		151	
40	Retirement			0		0		0			
41	Workers' Compensation			0		0		0			
42	Other -Group Health for Retirees			13,344		1,137		1,549		16,030	
43	Other -Retirement-Employer/Employee Unfunded Liability			17,564		22,722		9,541		49,827	
44	Other -			0		0		0			

	A	B	C	D	E	F	G	H	I	J	K
45	Total Employee Benefits			52,765		45,975		25,994		124,734	124,734
46	TOTAL PERSONNEL COSTS			182,340		180,497		99,456		462,293	462,293

	A	B	C	D	E	F	G	H	I	J	K
1	Area 12 Agency on Aging - Preliminary Budget for Area Plan Contract										
2	FY 23-24 beginning July 01, 2023 and ending June 30, 2024										
3											
4	Provider: Mariposa County Community Services										
5											
6	Personnel Costs, In-Kind										
7											04/17/23
8			Mariposa		Mariposa		Mariposa		Mariposa		
9		Annual	FTE	III B	FTE	III C-1	FTE	III C-2	Total	TOTAL	
10	Position Classification*	Wage Rate**	%	Transportation	%	Congregate	%	HDM	FTE%	\$	
11	Monday Desk Receptionist/Host	30,965		0	4.844%	1,500		0	4.844%	1,500	
12	Tuesday Desk Receptionist/Host	30,965		0	8.074%	2,500		0	8.074%	2,500	
13	Wednesday Desk Receptionist/Host	30,965		0	4.844%	1,500		0	4.844%	1,500	
14	Thursday Desk Receptionist/Host	30,965		0	9.446%	2,925		0	9.446%	2,925	
15	Friday Desk Receptionist/Host	30,965		0	4.844%	1,500		0	4.844%	1,500	
16	Server/Kitchen Help	30,965		0	8.881%	2,750		0	8.881%	2,750	
17	Server/Kitchen Help	30,965		0	8.881%	2,750		0	8.881%	2,750	
18	Server/Kitchen Help	30,965		0	9.042%	2,800		0	9.042%	2,800	
19	Server/Kitchen Help	30,965		0	9.042%	2,800		0	9.042%	2,800	
20	Server/Kitchen Help	30,965		0	9.204%	2,850		0	9.204%	2,850	
21	Server/Kitchen Help	30,965		0	9.204%	2,850		0	9.204%	2,850	
22	Home Delivered Volunteer	30,965		0		0	5.086%	1,575	5.086%	1,575	
23	Home Delivered Volunteer	30,965		0		0	5.086%	1,575	5.086%	1,575	
24	Home Delivered Volunteer	30,965		0		0	4.521%	1,400	4.521%	1,400	
25	Home Delivered Volunteer	30,965		0		0	1.776%	550	1.776%	550	
26	Home Delivered Volunteer	30,965		0		0	1.776%	550	1.776%	550	
27	Home Delivered Volunteer	30,965		0		0	1.776%	550	1.776%	550	
28	Home Delivered Volunteer	30,965		0		0	1.776%	550	1.776%	550	
29	Home Delivered Volunteer	30,965		0		0	1.615%	500	1.615%	500	
30	Home Delivered Volunteer	30,965		0		0	0.161%	50	0.161%	50	
31	TOTAL IN-KIND PERSONNEL COSTS			0		26,725		7,300		34,025	34,025
32											
33	*For each Position Classification, explain on the Narrative Explanation sheet the method for determining the Annual Wage Rate.										
34	*The Annual Wage Rate and associated FTE is premised as if the volunteer works a 2,080 hour year.										

Provider: Mariposa County Community Services

A	B	C	D	E	F	G
1	Area 12 Agency on Aging - Preliminary Budget for Area Plan Contract					
2	FY 23-24 beginning July 01, 2023 and ending June 30, 2024					
3						
4						
5						
6	Cost Details					
7					04/17/23	
8	COST CATEGORIES	III B	III C-1	III C-2	TOTAL	
9	LINE ITEMS	Transportation	Congregate	HDM	COSTS	
10	Staff Travel					
11	Overnight travel costs	0	0	0		
12	Number of miles	123	150	102		
13	Private vehicle reimbursed costs in \$\$ per mile	0.655	0.655	0.655		maximum
14	Total Staff Travel	81	98	67	246	246
16	Staff Training-Describe					
17	First Aid / CPR / AED Recertification	50	100	33	183	
18	Workshops/Inservices/ServSafe Cert.	235	430	243	908	
19		0	0	0	0	
20	Total Staff Training	285	530	276	1,091	1,091
22	Property / Equipment - Unit Cost \$500 minimum					
23	Equipment	0	0	0	0	
24		0	0	0	0	
25		0	0	0	0	
26	Total Property / Equipment	0	0	0	0	0
28	Vendor / Consultant Agreements					
29		0	0	0	0	
30		0	0	0	0	
31		0	0	0	0	
32	Total Vendor / Consultants Agreements	0	0	0	0	0
34	Building Rent-Cash (Attach Cost Allocation)					
35	Rent Allocation	1,569	16,146	5,533	23,248	
36		0	0	0	0	
37		0	0	0	0	
38	Total Building Rent - Cash	1,569	16,146	5,533	23,248	23,248
40	Building Rent - In-kind (Attach Cost Allocation)					
41		0	0	0	0	
42		0	0	0	0	
43		0	0	0	0	
44	Total Building Rent - In-Kind	0	0	0	0	0
46	Food Service Supplies					
47	Paper goods (wrap-foil/plastic, utensils, disposable		8,750		4,750	
48	drinking cups and condiment cups, utensils), etc.		-		-	
49	Total Food Service Supplies		8,750		4,750	13,500
51						
52	If further explanations are needed use the Narrative Explanation sheet..					

	A	B
1	Area 12 Agency on Aging - Preliminary Budget for Area Plan Contract FY 23-24 beginning July 01, 2023 and ending June 30, 2024 Provider: Mariposa County Community Services Narrative Explanations	
2		
3		
4		
5		
6		
7		04/17/23
8	Sheet & Item	Narrative explanations
9	Summary of Costs/Insurance	Projected amount to be supplied by Mariposa County Auditor's Office during the beginning budget process for nutrition and transportation programs
10	Summary of Costs/Vehicle Cost	Projected amount includes vehicle maintenance costs proposed by Mariposa County Public Works--Fleet which maintains all County vehicles, County Fair Shuttel Srvs. (transit Only), major vehicle repairs (transit only), and fuel costs.
11	Summary of Costs/Supplies Other than Office	Small tools and equipment purchases for transit services only.
12	Summary of Costs/CHP-DOT Pull Program. Drug & Alcohol Testing	Federal and State required 49 CFR Part 40 Drug & Alcohol Testing for all transit system employees, drivers and dispatch, as they are considered safety sensitive positions.
13	Personnel Costs--Cash	Payroll wages, taxes and deductions are compiled and keyed into the County's enterprise (budget) system by the Mariposa County Auditor's Office during the County's budget process then the system is "locked" into place at the close at the dead-line date.
14	Personnel Costs--In-Kind	The monetary value of In-Kind hours worked by all nutrition volunteers (Receptionist/Host, Server/Kitchen Help, and Home Delivered Meals) are equal to the hiring of an PT Office Assistant II, Grade 17, Step 1 (\$14.887).
15		

CERTIFICATE NO.

ISSUE DATE

WC-2405		CERTIFICATE OF COVERAGE		03/23/2023	
PUBLIC RISK INNOVATION, SOLUTIONS, AND MANAGEMENT C/O ALLIANT INSURANCE SERVICES, INC. 18100 VON KARMAN AVENUE, 10TH FLOOR IRVINE, CA 92612 PHONE (949) 756-0271 / FAX (619) 699-0901 LICENSE #0C36861					
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BELOW. THIS CERTIFICATE OF COVERAGE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER IMPORTANT: If the certificate holder is requesting a WAIVER OF SUBROGATION, the Memorandums of Coverage must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).					
COVERAGE AFFORDED BY: A - See attached schedule of insurers					
COVERAGE AFFORDED BY: B					
COVERAGE AFFORDED BY: C					
COVERAGE AFFORDED BY: D					
Coverages THIS IS TO CERTIFY THAT THE MEMORANDUMS OF COVERAGE AND POLICIES LISTED BELOW HAVE BEEN ISSUED TO THE MEMBER NAMED ABOVE FOR THE PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE COVERAGE AFFORDED BY THE MEMORANDUMS AND POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH MEMORANDUMS AND POLICIES.					
CO LTR	TYPE OF COVERAGE	MEMORANDUM/ POLICY NUMBER	COVERAGE EFFECTIVE DATE	COVERAGE EXPIRATION DATE	LIABILITY LIMITS
A	EXCESS WORKERS' COMPENSATION & EMPLOYER'S LIABILITY	See attached Schedule of Insurers for policy numbers	07/01/2022	07/01/2023	WORKERS' COMPENSATION: Difference between Statutory and Member's \$300,000 Retention EMPLOYERS' LIABILITY: Difference between \$5,000,000 and Member's \$300,000 Retention
LIMITS APPLY PER OCCURRENCE FOR ALL PROGRAM MEMBERS COMBINED.					
Description of Operations/Locations/Vehicles/Special Items: AS RESPECTS EVIDENCE OF COVERAGE FOR AGREEMENTS BETWEEN MARIPOSA COUNTY AND AREA 12 AGENCY ON AGING: AGREEMENT NUMBER 2022-2023 MARIPOSA PROGRAM: CONGREGATE, CONGREGATE RESTAURANT, HOME DELIVERED MEALS, AND TRANSPORTATION. AMENDED CERTIFICATE CANCELS AND REPLACES CERTIFICATE DATED 6/29/2022					
Certificate Holder AREA 12 AGENCY ON AGING 19074 STANDARD ROAD, SUITE A SONORA, CA 95370		Cancellation SHOULD ANY OF THE ABOVE DESCRIBED MEMORANDUMS OF COVERAGE/POLICIES BE CANCELLED BEFORE THE EXPIRATION THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE MEMORANDUMS OF COVERAGE/POLICIES PROVISIONS. AUTHORIZED REPRESENTATIVE  Public Risk Innovation, Solutions, and Management			

PUBLIC RISK INNOVATION, SOLUTIONS, AND MANAGEMENT
EXCESS WORKERS' COMPENSATION PROGRAM
2022/2023 SCHEDULE OF INSURERS
MARIPOSA COUNTY

PROVIDER	MEMORANDUM / POLICY NUMBER	LIMIT
Public Risk Innovation, Solutions, and Management	PRISM 22 EWC-34	Workers' Compensation: \$50,000,000 each accident/each employee for disease (Difference between \$50,000,000 and the individual member's retention) Employers' Liability: \$5,000,000 each accident/each employee for disease (Difference between \$5,000,000 and the individual member's retention)
Liberty Insurance Corporation	EW7-64N-444785-012	Statutory each accident/each employee for disease excess of \$50,000,000

CERTIFICATE NO.

ISSUE DATE

GL1-9443	AI	CERTIFICATE OF COVERAGE		11/02/2022	
Public Risk Innovation, Solutions, and Management C/O ALLIANT INSURANCE SERVICES, INC. 18100 VON KARMAN AVENUE, 10TH FLOOR IRVINE, CA 92612 PHONE (949) 756-0271 / FAX (619) 699-0901 LICENSE #0C36861		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BELOW. THIS CERTIFICATE OF COVERAGE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. IMPORTANT: If the certificate holder is an ADDITIONAL INSURED and/or requesting a WAIVER OF SUBROGATION, the Memorandums of Coverage must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).			
Member: MARIPOSA COUNTY ATTN: RHONDA SCHERF P.O. BOX 189 MARIPOSA, CA 95338-0189		COVERAGE AFFORDED	A- Public Risk Innovation, Solutions, and Management		
		COVERAGE AFFORDED	B		
		COVERAGE AFFORDED	C		
		COVERAGE AFFORDED	D		
Coverages THIS IS TO CERTIFY THAT THE MEMORANDUMS OF COVERAGE LISTED BELOW HAVE BEEN ISSUED TO THE MEMBER NAMED ABOVE FOR THE PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE COVERAGE AFFORDED BY THE MEMORANDUMS DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH MEMORANDUMS. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.					
CO LTR	TYPE OF COVERAGE	MEMORANDUM NUMBER	COVERAGE EFFECTIVE DATE	COVERAGE EXPIRATION DATE	LIABILITY LIMITS
A	☒ Excess General Liability ☒ Auto Liability	PRISM 22 EL-34	07/01/2022	07/01/2023	\$1,000,000 \$1,000,000 Limits inclusive of the Member's Self-Insured Retention of \$150,000
Description of Operations/Locations/Vehicles/Special Items: AS RESPECTS AGREEMENT BETWEEN MARIPOSA COUNTY HEALTH AND HUMAN SERVICES AND AREA 12 AGENCY ON AGING FOR NUTRITION INFRASTRUCTURE GRANT. AREA 12 AGENCY ON AGING IS INCLUDED AS AN ADDITIONAL COVERED PARTY BUT ONLY INsofar AS THE OPERATIONS UNDER THIS CONTRACT ARE CONCERNED.					
Certificate Holder AREA 12 AGENCY ON AGING 19074 STANDARD ROAD, STE A SONORA, CA 95370		Cancellation SHOULD ANY OF THE ABOVE DESCRIBED MEMORANDUMS OF COVERAGES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE MEMORANDUMS OF COVERAGE PROVISIONS.			
		AUTHORIZED REPRESENTATIVE  Public Risk Innovation, Solutions, and Management			

ENDORSEMENT NO. U-1

PUBLIC RISK INNOVATION, SOLUTIONS, AND MANAGEMENT
GENERAL LIABILITY 1

ADDITIONAL COVERED PARTY AMENDATORY ENDORSEMENT

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

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

ADDITIONAL COVERED PARTY:

NAME OF PERSON OR ORGANIZATION SCHEDULED PER ATTACHED CERTIFICATE OF COVERAGE

AS RESPECTS:

PER ATTACHED CERTIFICATE OF COVERAGE

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

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

Effective Date: _____

Memorandum No.: PRISM 22 EL-00

Issued to: ALL MEMBERS

Issue Date: June 29, 2022



Authorized Representative
Public Risk Innovation, Solutions, and Management



MARIPOSA COUNTY

HHS/Community Services • (209) 966-2000



RESOLUTION - ACTION REQUESTED 2022-409

MEETING: July 12, 2022

TO: The Board of Supervisors

FROM: Joe Lynch, Health & Human Services Agency Director

RE: Approval of Agreement with Area 12 Agency on Aging FY 2022-23

RECOMMENDATION AND JUSTIFICATION:

Approve the Area 12 Agency on Aging (A12AA) Standard Agreement for Senior Meals and Transportation Programs for FY 2022-2023 in an amount not to exceed \$276,336; Authorize the Board of Supervisors Chair to sign the agreement; and Designate the Health and Human Services Agency Director as the Designee to Complete and Sign Documents Per Exhibit E of the Agreement.

This agreement is the first year of an awarded grant from Area 12 Agency for fiscal years July 1, 2022 through June 30, 2026. Senior programs covered in this agreement include the following:

- ☐ Congregate Meals
- ☐ Home Delivery Meals
- ☐ Transportation

BACKGROUND AND HISTORY OF BOARD ACTIONS:

On June 9, 2020, the Board approved the initial Area 12 Agency on Aging (A12AA) Contract Extension Proposals for fiscal year 2020-21, Res. No. 2020-302. Included with this Board item are two (2) original standard agreements with support documents, Attachments A through D along with Exhibits A through H, between Area 12 Agency on Aging and Mariposa County Health & Human Services Agency, Adult & Aging Services, for the above stated programs for Fiscal Year 2020-2021. Board Chair and County Counsel signatures are required.

On July 7, 2020, the Board approved Standard Agreements for Senior Meals and Transportation Programs for FY 2020-2021 through Resolution No. 2020-375.

On June 15, 2021, the Board approved Proposed Agreements for Senior Meals and Transportation for FY 2021-2022 through Resolution No. 2021-349.

On August 3, 2021, the Board approved Standard Agreement for Senior Meals and Transportation for FY 2021-2022 through Resolution No. 2021-454.

On November 9, 2021, the Board approved First Amendment to Standard Agreement

for FY 2021-2022 through Resolution No. 2021-616.

On December 14, 2021, the Board approved Second Amendment to Standard Agreement for FY 2021-2022 through Resolution No. 2021-667.

On March 15, 2022, the Board approved the Proposal for Senior Meals and Transportation Programs through Resolution No. 2022-169.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Mariposa County Health & Human Services Agency, Adult & Aging branch, would not receive the funding from A12AA to offset the costs of the above listed senior programs if negative action were to be taken. Funding losses would include: Title III C-1 Congregate-- \$106,972.00, Title III C-2 Home Delivered-- \$71,864.00, and Title III-B Transportation-- \$97,500.00.

FINANCIAL IMPACT:

There is no impact to the General Fund.

ATTACHMENTS:

Standard Agmt 2023 - Wcsignature (PDF)

- | | |
|--|-------|
| (1) Request for Proposals Packet for 2023 - Res. 2022-169 | (PDF) |
| (2) Request for Proposals Packet for 2023 - Res. 2022-169 | (PDF) |
| (3) Request for Proposals Packet for 2023 - Res. 2022-169 | (PDF) |
| (4) Request for Proposals Packet for 2023 - Res. 2022-169 | (PDF) |
| (5) Request for Proposals Packet for 2023 - Res. 2022-169 | (PDF) |
| (6) Request for Proposals Packet for 2023 - Res. 2022-169 | (PDF) |
| (7) Request for Proposals Packet for 2023 - Res. 2022-169 | (PDF) |
| (8) Request for Proposals Packet for 2023 - Res. 2022-169 | (PDF) |
| (9) Request for Proposals Packet for 2023 - Res. 2022-169 | (PDF) |
| (9.10) Request for Proposals Packet for 2023 - Res. 2022-169 | (PDF) |

RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]

MOVER: Marshall Long, District III Supervisor

SECONDER: Wayne Forsythe, District IV Supervisor

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



MARIPOSA COUNTY

HHS/Community Services • (209) 966-2000



RESOLUTION - ACTION REQUESTED 2022-169

MEETING: March 15, 2022

TO: The Board of Supervisors

FROM: Joe Lynch, Health & Human Services Agency Director

RE: Program Proposals in Response to Area 12 Agency on Aging's Request for Proposal 2022-2026

RECOMMENDATION AND JUSTIFICATION:

Approve the Program Proposals for Services in Response to Area 12 Agency on Aging's Request for Proposal for Funding Cycle Years July 1, 2022--June 30, 2026, for Senior Transportation and the Senior Nutrition Programs; Authorize the Board of Supervisors Chair to Sign the Proposals; and Designate the Health and Human Services Director as Service Provider and Designee.

The Health and Human Services Agency Director would be the service provider and designee for the following programs:

- Title IIB-Transportation;
- Title IIC-1 Congregate Nutrition Program; and
- Title IIC-2 Home Delivered Nutrition Program

Per the attached RFP, two (2) sets of signed originals for the proposed programs are due by 5:00 PM, March 25, 2022, at Area 12 Agency on Aging's office in Sonora, California. All program proposals received from RFP Bidders will undergo technical review for eligibility by an appointed Review Board and then Area 12 Agency on Aging Staff Review for recommendations to their Advisory Council, then the governing board for final approval.

If awarded, the initial contact agreements under this RFP would be for Fiscal Year 2022-2023, with a potential reimbursement of \$153,451.00, with subsequent fiscal years' eligible for renewal subject to funding availability and Mariposa County Health & Human Services Agency fulfillment of contractual responsibilities.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

HHSA, in collaboration with Area 12 Agency on Aging, has been providing the above stated programs to seniors in Mariposa County for over thirty (30) years. Every four (4) years, Area 12 Agency on Aging (A12AA) publicly posts an open Request for Proposal for services within each of the five (5) counties they represent: Alpine, Amador, Calaveras, Mariposa, and Tuolumne.

On March 9, 2010, the Board adopted Resolution 2010-110 approving proposals for RFP 2010-2014.

On March 11, 2014, the Board adopted Resolution 2014-96 approving the proposals for RFP 2014-2018.

On March 13, 2018, the Board adopted Resolution 2018-100 approving proposals for RFP 2018 - 2022.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

A negative action would sever an additional funding source to the agency which would create a gap or even suspension of many senior services currently provided..

ATTACHMENTS:

A12AA RFP 2022-2026 (PDF)
Attachment A (PDF)
Attachment B (PDF)
Attachment C; C-1 Cong (PDF)
Attachment C; C-2 H.D. (PDF)
Attachment C; III-B Transp. (PDF)
Attachment D; Executive Summary (PDF)
Attachment E; Program Proposals (PDF)
Attachment F (PDF)
Attachment G (PDF)
Attachment H (PDF)
Attachment I (PDF)
Attachment J (PDF)
Attachment K (PDF)
Attachment L (PDF)
Attachment M (PDF)
Attachment N (PDF)
Attachment O (PDF)
Attachment P (PDF)
Attachment Q (PDF)
Attachment R (PDF)
Attachment S; MARIPOSA COUNTY GL1-12643 (PDF)
Attachment S; MARIPOSA COUNTY GL1-12644 (PDF)
Attachment S; MARIPOSA COUNTY WC-CSAC-2010 (PDF)
Attachment T (PDF)
Attachment U; Budget Prov. III-B Transp. Mariposa FY 2022-23 (PDF)
Attachment U; Budget Prov. IIC-1 Mariposa FY 2022-23 (PDF)
Attachment U; Budget Prov. IIC-2 Mariposa FY 2022-23 (PDF)
Attachment U; Mariposa Rent Allocation FY 2021-22 (PDF)
Attachment V (PDF)
Attachment W (PDF)

RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]

MOVER: Marshall Long, District III Supervisor

SECONDER: Wayne Forsythe, District IV Supervisor

AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

Attachment A
AREA 12 AGENCY ON AGING
FY2023 – 2024 APPLICATION FOR CONTRACT RENEWAL
COVER SHEET

1. Provider Information

Name: Mariposa County Health & Human Services Agency

Address: 5246 Spriggs Lane

Phone 209.966.6632

FAX 209.742.7405

2. Type of Organization (Check One)

☒	Local Unit of Government
☐	Profit Making Organization
☐	Local Education Institution
☐	Non-profit Organization

3. Geographic Area to be Served (check all that apply)

☐	Alpine County
☐	Amador County
☐	Calaveras County
☒	Mariposa County
☐	Tuolumne County

3. Grant Funds Requested	\$ 177,420
Amount of Cash Match	\$ 489,593
Amount of In-Kind Match	\$ 34,440

4. Proposal Prepared by (Print Name/Title): Lydia Arre, Program Manager

5. Preparers Signature:



APPROVED AS TO FORM:

6. Board Signature:



STEVEN W. DAHLEM
COUNTY COUNSEL

Print Name: Miles Menetrey

Title: Board Chair, Mariposa County Board of Supervisor, District V

**AREA 12 AGENCY ON AGING
2023-2024 CONTRACT RENEWAL PROPOSAL
Service Proposed and Funds Requested**

Provider: Mariposa County HHS Agency **County:** Mariposa

1. Services to be Provided: 2. Service Category:	C-1 Congregate Meals \$8.50/unit	C-2 Home Del. Meals \$8.00/unit	III B Transportation \$25.00/trip
Activity(ies):	2023-2024 (Proposed No. of Meals\UOS)	2023-2024 (Proposed No. of Meals\UOS)	2023-2024 (Proposed No. of UOS)
a. Meals	a. 8,000	a. 4,478	a.
b. One hour of service	b.	b.	b.
c. One Contact	c.	c.	c.
d. One Session	d.	d.	d.
e. One Modification	e.	e.	e.
f. One One-Way Trip	f. _____	f. _____	f. 2,622
TOTAL MEALS\SERVICE UNITS	8,000	4,478	2,622
NSIP	\$ 68,000	\$ 35,824	
2. Amount of A12AA funds requested	\$ <u>3,382</u> \$ 71,382	\$ <u>4,664</u> \$ 40,488	\$ 65,550
3. Amount of Participant Contributions	\$ 25,000	\$ 10,950	\$ 4,000
4. Other funds: a. Mariposa Co.-Match b. In-Kind c. 0 Total Other Funds	\$ 205,405 \$ 27,000 0 <u>\$ 232,405</u>	\$ 118,012 \$ 7,440 0 <u>\$ 125,452</u>	\$ 166,176 0 0 <u>\$ 166,176</u>
5. TOTAL FUNDS, ALL SOURCES	\$ 328,787	\$ 176,890	\$ 235,726
6. Cost of unit of service a. A12AA funds (line 2 ÷ line 1.f.) b. All funds (line 5 ÷ line 1.f.)	\$ 8.92 \$ 41.10	\$ 9.02 \$ 39.50	\$ 25.00 \$ 89.90
7. NUMBER OF SENIORS TO BE SERVED (unduplicated count)	450	100	175

Attachment C

**2023 - 2024 CONTRACT RENEWAL PROPOSAL
GOVERNING BOARD INFORMATION**

Board Members Name & Address:	Occupation:	Compensation:
Rosemarie Smallcombe P.O. Box 784 5100 Bullion St. Mariposa, CA 95338	District I Supervisor County of Mariposa	\$56,267.75
Shannon Poe P.O. Box 784 5100 Bullion St. Mariposa, CA 95338	District II Supervisor County of Mariposa	\$56,267.75
Danette Toso P.O. Box 784 5100 Bullion St. Mariposa, CA 95338	District III Supervisor County of Mariposa	\$56,267.75
Wayne Forsythe P.O. Box 784 5100 Bullion St. Mariposa, CA 95338	Vice Chair District IV Supervisor County of Mariposa	\$56,267.75
Miles Menetrey P.O. Box 784 5100 Bullion St. Mariposa, CA 95338	Board Chair District V Supervisor County of Mariposa	\$56,267.75

**2023-2024 CONTRACT RENEWAL PROPOSAL
PERSONNEL INFORMATION****PROGRAM: III-B Transportation**

Paid Staff Name:	Title:	Salary:
Diana Ziegenfuss	Program Specialist II	\$59,727
Kelly Taute	Admin Analyst	\$67,460
Jordan Van Delden	Program Specialist I	\$44,256
Kelsie Alexander	Program Assistant I	\$16,864
Patricia Feight	Transit Bus Driver (60%)	\$29,273
Cindy Walter	Transit Bus Driver	\$19,111
LaDonna Phillips	PT Transit Driver	\$16,282

**2023-2024 CONTRACT RENEWAL PROPOSAL
PERSONNEL INFORMATION
PROGRAM: C-1 Congregate**

Paid Staff Name:	Title:	Salary:
Lydia Arre	Program Manager	\$82,428
Diana Ziegenfuss	Program Specialist II	\$59,727
Susette Micallef	Program Assistant II	\$50,675
Cynthia Wilson	Sr. Nutrition Cook/Site Supervisor	\$32,918
Lydia Woolsey	Kitchen Assistant	\$28,804.
Extra Help	Kitchen Assistant/Back Up Cook	\$14,322

**2023-2024 CONTRACT RENEWAL PROPOSAL
PERSONNEL INFORMATION****PROGRAM: C-2 Home Delivered**

Paid Staff Name:	Title:	Salary:
Lydia Arre	Program Manager	\$82,428
Diana Ziegenfuss	Program Specialist II	\$59,727
Susette Micallef	Program Assistant II	\$50,675
Cynthia Wilson	Sr. Nutrition Cook/Site Supervisor	\$32,918
Lydia Woolsey	Kitchen Assistant	\$28,804
Extra Help	Kitchen Assistant/Back Up Cook	\$14,322

AREA 12 AGENCY ON AGING 2023-2024 CONTRACT RENEWAL
AUTHORIZED SIGNATORY FORM

PROVIDER: Mariposa County Health & Human Services Agency

ADDRESS: 5246 Spriggs Lane

Mariposa, CA 95338

The following persons have personally signed below and are authorized to sign documents as indicated:

Agreements

 Myles Menetrey
Board Chairperson (term through 01/2024) Printed/Typed Name

N/A N/A
Designee by Board Action Printed/Typed Name

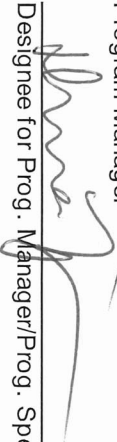
Fiscal Reports/Budgets

 Lydia Arre
Program Manager Printed/Typed Name

 Diana Ziegenfuss
Designee for Prog. Manager/Prog. Specialist Printed/Typed Name

Program Reports

 Lydia Arre
Program Manager Printed/Typed Name

 Diana Ziegenfuss
Designee for Prog. Manager/Prog. Specialist Printed/Typed Name

APPROVED AS TO FORM:

For emergency contact information: (209) 966-2000 
Board Chairperson's telephone number: (209) 966-6632 **STEVEN W. DAHLEM**
Mailing address: 5246 Spriggs Lane, Mariposa, CA 95338 **COUNTY COUNSEL**

Lydia Arre 04/20/2023
Submitted by Date

Area 12 Agency on Aging 2023-2024 Contract Renewal Proposal
Agency Contract Representative (ACR)

Designation Form

SEND TO:

Kristin Millhoff, Executive Director
Area 12 Agency on Aging
19074 Standard Road, Suite A
Sonora, California 95370

Program(s): Title III – C-1 Congregate

Title III – C-2 Home Delivery

Title III-B Transportation

Legal Name of Contractor: Mariposa County Health & Human
Services Agency

Agency Contracts Representative: Lydia Arre

Title: Program Manager

Address: 5246 Spriggs Lane

Mariposa, CA 95338

Phone: (209) 966.6632

FAX: (209) 742.7405

Email: larre@mariposacounty.org

**Please specify the address checks are to be mailed to
below:**

Address: 5246 Spriggs Lane

Mariposa, CA 95338

Attention: Lydia Arre, Program Manager

Signature:

Title: Program Manager

Print Name: Lydia Arre

Phone: (209) 966.6632

CALIFORNIA CIVIL RIGHTS LAW CERTIFICATION

Pursuant to Public Contract Code section 2010, if a bidder or proposer executes or renews a contract over \$100,000 on or after January 1, 2017, the bidder or proposer hereby certifies compliance with the following:

1. CALIFORNIA CIVIL RIGHTS LAWS: For contract over \$100,000 executed or renewed after January 1, 2017, the contractor certified compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and
2. EMPLOYER DISCRIMINATORY POLICIES: For contracts over \$100,000 executed or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

CERTIFICATION

I, the official named below certify under penalty of perjury under the Laws of the State of California that the foregoing is true and correct.	<i>Federal ID Number</i>
<i>Proposer/Bidder Firm Name (Printed)</i> Mariposa County Health & Human Services Agency	94-6000880
<i>By (Authorized Signature)</i> 	
<i>Printed Name and Title of Person Signing</i> Miles Menetrey, Board of Supervisor District V, Chair	
<i>Date Executed</i>	<i>Executed in the County and State of</i> Mariposa, CA

APPROVED AS TO FORM:


STEVEN W. DAHLEM
COUNTY COUNSEL

MEMO: All Providers

RE: Unruh Civil Rights Law Certification

This is a new requirement by CDA as of January 1, 2017.

The flyer link below explains the Unruh Civil Rights Act

<https://www.dfeh.ca.gov/wp-content/uploads/sites/32/2017/06/DFEH-250.pdf>

Review it with your staff and volunteers at a Staff Training. After FY17-18, this document will be included in the Contract Renewal Proposal. The verification of the training will be reviewed at the yearly monitoring.

Contract with A12AA - Exhibit D, Article II, C. 5.

California Civil Rights Laws – The Contractor shall, ensure compliance with the requirements of Cal. Public Contract Code § 2010 by submitting a completed California Civil Rights Laws Certification, prior to execution of this Agreement. The certificate is available by contacting the A12AA office.

The California Civil Rights Laws Certification ensures Contractor complies with the Unruh Civil Rights Act (Cal. Civ. Code § 51) and the Fair Employment and Housing Act (Cal. Gov. Code § 12960); and Contractor internal policy policies are not used in violation of California Civil Rights Laws.



Area 12

*A Joint Powers Agency serving the counties of
Alpine · Amador · Calaveras · Mariposa · Tuolumne*

Agency on Aging

Your Senior Resource Connection

DIRECT SERVICES

Aging & Disability
Resource Connection
(ADRC)

Chore

Family Caregiver
Support Program

Health Insurance
Counseling & Advocacy
Program (HICAP)

Health Promotion/
Group Exercise

Homemaker

Information &
Assistance

Multipurpose Senior
Services Program

(MSSP)

Nutrition Education

Personal Care

Residential Repairs &
Modifications

CONTRACTED SERVICES

Elder Abuse Prevention
Legal Assistance

Ombudsman

Senior Meal Program
Congregate/

Home Delivered
Transportation

AMENDED AGREEMENT BETWEEN MARIPOSA COUNTY HEALTH & HUMAN SERVICES, ADULT & AGING SERVICES AND AREA 12 AGENCY ON AGING

The Agreement originally entered into on July 1, 2023 through September 30, 2024, by and between the Area 12 Agency on Aging and MARIPOSA COUNTY HHS, ADULT & AGING SERVICES, serving in Mariposa County for Nutrition services, is hereby amended, August 3, 2023, retroactive to July 1, 2023, as follows:

1. Total annual compensation to MARIPOSA COUNTY HHS, ADULT & AGING SERVICES, serving in Mariposa County for Nutrition services, shall not exceed the maximum amount of funding of \$10,000.00* for Intergenerational Activities**.
2. All other provisions and stipulations of the Agreement between MARIPOSA COUNTY HHS, ADULT & AGING SERVICES, and the Area 12 Agency on Aging shall remain in full force and applicability.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to the referenced contract the day and year as per above.

AREA 12 AGENCY ON AGING,
A JOINT POWERS AGENCY serving Alpine, Amador
Calaveras, Mariposa and Tuolumne Counties.

By: *Kristin Millhoff* Dated: 8-7-23
Kristin Millhoff, Executive Director

Contractor:
MARIPOSA COUNTY HHS, ADULT & AGING SERVICES

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

**This total includes dollars from Older Adults Recovery and Resilience (OARR) Funding for Older Californians Nutrition Program (OCNP) and Intergenerational Activities.*

***Provider Memo dated August 4, 2022 regarding OARR allowable expenses and activities.*



BUDGET ACTION FORM

FUND	DEP/DIV	ACCOUNT	DESCRIPTION	PROGRAM	INCREASE	DECREASE
3341	519	45043	Area 12 Grant Revenue		(10,000)	
3341	519	60508	Client-Community Outreach		5,000	
3341	519	60524	Client-Food		5,000	
TOTALS					0	0

TRANSFER BETWEEN FUNDS				DEBIT	CREDIT
TOTALS				0	0

ACTION REQUESTED: (Check all that apply)

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

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

DEPARTMENT HEAD SIGNATURE

DATE 8/14/23

AUDITOR SIGNATURE

DATE _____

COUNTY ADMINISTRATIVE OFFICER SIGNATURE

DATE _____

APPROVED BY RES NO.

CLERK

DATE _____

DEPARTMENT

AUDITOR'S USE ONLY
BA #



MARIPOSA COUNTY

Board of Supervisors



RESOLUTION - ACTION REQUESTED 2023-488

MEETING: September 12, 2023

TO: The Board of Supervisors

FROM: Matt Johnson, Librarian

RE: Approve an Agreement to Accept a Donation from the Mariposa Friends of the Library in the Amount of \$10,000 for the Purchase of New Books, Movies, and Audiobooks for the Mariposa County Library; and Authorize the Board of Supervisors Chair to Sign the Agreement

RECOMMENDATION AND JUSTIFICATION

Approve an Agreement to Accept a Donation from the Mariposa Friends of the Library in the Amount of \$10,000 for the Purchase of New Books, Movies, and Audiobooks for the Mariposa County Library; and Authorize the Board of Supervisors Chair to Sign the Agreement

It is recommended that the board adopt this item, as it will enable the library to spend more than it normally does on books, movies, and audiobooks. Patrons of the library will have access to more titles and the enjoyment that will come from accepting the agreement for the donation.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Mariposa Friends of the Library have covered various expenses for the library over the years, including the purchase of new books, movies, and audiobooks. The Friends of the Library exist to help support the library financially and this donation falls in line with their mission.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

If the item is not approved, the library will not receive \$1,000 per month through June 2024 to improve the library's collection.

FINANCIAL IMPACT

None.

ATTACHMENTS

1. Friends of Library Donation Agreement



MARIPOSA COUNTY

Board of Supervisors



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TO: The Board of Supervisors

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If the item is not approved, the library will not receive \$1,000 per month through June 2024 to improve the library's collection.

FINANCIAL IMPACT

None.

ATTACHMENTS

1. Friends of Library Donation Agreement

VOTE RESULT

RESULT: Adopted (UNANIMOUS)

MOVER: District IV Supervisor Wayne Forsythe

SECONDER: District I Supervisor Rosemarie Smallcombe

AYES: District II Supervisor Poe, District I Supervisor Smallcombe, District IV Supervisor Forsythe, District V Supervisor Menetrey, District III Supervisor Toso

AGREEMENT FOR DONATION OF FUNDS TO INCREASE LIBRARY SELECTIONS OF BOOKS, AUDIOBOOKS, AND MOVIES

This Donation Agreement (“Agreement”) is made and entered into on _____, 2023 (“Effective Date”) by and between the County of Mariposa, a political subdivision of the State of California (“County”) and the Mariposa County Friends of the Library, a non-profit 501(c)(3) charitable organization (“Friends”).

RECITALS

Whereas, Friends desire to donate funds in the amount of \$1,000 per month to County for a term of one year for the sole purpose of increasing the selections of books, audiobooks, and movies for patrons of the County Library; and

Whereas, County does not have the funds necessary to routinely purchase \$1,000 worth of new selections of these materials; and

Whereas, Friends have agreed to make a donation of funds to County to enable County to purchase new selections each month for Mariposa County Library patrons, and County is willing to accept said donation of funds subject to the terms and conditions set forth herein.

Now, Therefore, Friends and County agree to the following:

AGREEMENT

Friends shall give to County the sum of One Thousand Dollars (\$1,000) each month for a term of one year, (“Donation”) commencing on _____, 2023 for the express and sole purpose of assisting County in the purchase of monthly selections of new books, audiobooks, and movies to be housed at the Mariposa County Library as follows:

1. Purpose of and for Donation: The Donation shall be used exclusively to fund the purchase of monthly selections of new books, audiobooks, and movies to be housed at the County Library.
2. Return of Unexpended Funds: If, at the end of the term of this Agreement, any part of the Donation has not been expended or committed for expenditures authorized by this Agreement, County shall return to Friends such unexpended or uncommitted amounts. Any such return of funds shall be accomplished not more than Thirty (30) Days following such final action. Friends shall not be entitled to any interest on the funds returned.
3. Notices: All notices, reports or other communications to be given to County or Friends

shall be given to the persons representing the respective parties at the following addresses:

FRIENDS:

Mariposa Friends of the Library
c/o Jon Wurl
PO Box 1902

Mariposa, CA 95338

COUNTY:

County of Mariposa
c/o County Librarian
P.O. Box 106

Mariposa, CA 95338

This Agreement constitutes the entire Agreement between the parties hereto and may not be modified, amended, or otherwise changed in any manner except by mutual written consent of the parties.

This Agreement shall be governed and construed in accordance with the laws of the State of California.

COUNTY OF MARIPOSA

MARIPOSA COUNTY FRIENDS
OF THE LIBRARY

Miles Menetrey
Chair, Board of Supervisors

Jon Wurl
President

APPROVED AS TO LEGAL FORM:

Steven W. Dahlem
County Counsel



MARIPOSA COUNTY

Board of Supervisors



Agenda Item – No Resolution Requested

MEETING: September 12, 2023
TO: The Board of Supervisors
FROM: Steve Engfer, Planning Director
RE: Appoint Stuart (Greg) Farley to the Fish Camp Town Planing Advisory Council as a Member with a Term Expiring February 28, 2025 (Supervisor Smallcombe)

RECOMMENDATION AND JUSTIFICATION

Appoint Stuart (Greg) Farley to the Fish Camp Town Planing Advisory Council as a Member with a Term Expiring February 28, 2025 (Supervisor Smallcombe).

Farley has expressed interest in serving and is eligible.

Appointment, term expiration, and vacancy have been advertised according to the Maddy Act.

With this action there will be no vacancies on this Council.

BACKGROUND AND HISTORY OF BOARD ACTIONS

It is customary that recommendations for citizens' advisory appointments are made by the District Supervisor.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Not appointing this position could result in a lack of a quorum for the Council.

FINANCIAL IMPACT

None.

ATTACHMENTS

1. 230817 Stuart (Greg) Farley Redact Application
2. 230715 FCPAC Vacancy 1



MARIPOSA COUNTY

Board of Supervisors



Agenda Item – No Resolution Requested

MEETING: September 12, 2023
TO: The Board of Supervisors
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FINANCIAL IMPACT

None.

ATTACHMENTS

1. 230817 Stuart (Greg) Farley Redact Application
2. 230715 FCPAC Vacancy 1

VOTE RESULT

RESULT: Adopted (UNANIMOUS)

MOVER: District IV Supervisor Wayne Forsythe

SECONDER: District I Supervisor Rosemarie Smallcombe

AYES: District II Supervisor Poe, District I Supervisor Smallcombe, District IV Supervisor Forsythe, District V Supervisor Menetrey, District III Supervisor Toso



RECEIVED

AUG 17 2023

BOARD OF SUPERVISORS

County of Mariposa

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

(209) 966-3222

Application for Appointment to Mariposa County
BOARDS, COMMISSIONS AND COMMITTEES

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

INSTRUCTIONS

Completely fill out this form,
sign and return to:

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

Name of Board, Commission or Committee for which you are applying:
Fish Camp Town Planning Advisory Council

Supervisory District in which you Reside: District 1

Length of Residency in the County: 2-years

First Name:
Stuart (Greg)

Last Name:
Farley

Mailing Address:

Email Address:

Are you Over 18 Years of Age:
yes

Employment Status: Retired

Employer's Name:
Retired from the State of California, Department of Water Resources

Employer's Address:
NA

Day Telephone Number:

Cell Phone Number:

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

We own a couple of properties in Fish Camp and we care a lot for the community. My family has worked in the area for over a hundred years and I had the opportunity to spend my summers, as a youth, in Wawona and the Fish Camp area.

Please list prior/current appointments to other Boards/Commissions/Committees:
Prior appointment to the Governor's Drought Task Force 2016

NOTE: THIS DOCUMENT IS SUBJECT TO PUBLIC INSPECTION

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

I am a licensed Civil Engineer in the State of California with 40-years of experience. I have worked with General Plans and Specific Plans for Fresno and Madera Counties. I have a B.S. Civil Engineering, California Polytechnic State University, San Luis Obispo, CA. I have expertise in water resources and transportation systems planning, design, construction, and operation.

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

If Yes, please explain:

No

Resumé
Attached:
Yes

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

Do you have transportation?
Yes

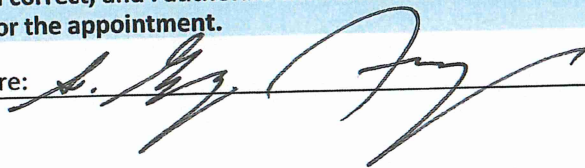
PLEASE NOTE that once submitted, this document becomes a public record and is subject to all forms of public inspection including, but not limited to, display on the internet, and all public records requests.

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

Dated:

8/11/2023

Signature:



NOTE: THIS DOCUMENT IS SUBJECT TO PUBLIC INSPECTION

STUART GREG FARLEY

Profile: 39+ years successful civil engineering experience of noteworthy technical and management achievements. Well-developed expertise in water resources and transportation systems planning, design, construction, and operation. Specialization in communications. Conceptual strengths, consensus building talent and strong public works engineering skills combine to assure repeated success.

PROFESSIONAL EXPERIENCE

- Managed Statewide Drought Emergency Response efforts as DWR Drought Manager
- Executive Advisor for the Deputy Director of DWR Delta Conveyance
- Managed Communications Team for DWR Division of Flood Management
- Managed Hydraulic and Hydrology Section DWR South Central Regional Office
- Managed the Department of Engineering and General Services Madera County
- Supervised Construction Division Staff for County Road and Bridge construction projects.
- Supervised the Design Staff for County Road and Bridge Design Program.
- Team leader for large residential development project.
- Effectively managed Rural Streams Program for a Flood District.
- Collaborated with federal, State, and local agencies on successful flood control projects.
- Project Engineer responsible for the residential development construction plans, specs, and estimates.
- Prepared and executed System Operations & Storm Drainage Master Plan; improved hydraulic model for controlling/routing flood flows.
- Prepared and executed Sewer and Water Master Plan, improved capacity, and treatment.
- Prepared and executed capital improvement plans.
- Commended by District board for "crisis" coordination of 8-mile haul route involving removal of 1.5M cubic yards of soil; project completed on time with savings of \$1M.
- Reviewed and made necessary adjustments in design studies in conformance with master plan design flows; the largest of these were U.S. Army Corps of Engineers projects and the FEMA re-mapping.
- Identified large watershed area overlooked in design phase of project resulting in considerable cost savings.
- Developed all aspects of engineering plans associated with residential development from conception to construction.
- Designed plans specification and estimates for storm drainpipe and basin projects.
- Routinely made recommendations to the county regarding development, special districts, solid waste and flood control proposals.
- Handled legal documentation and consultation with property owners in the acquisition of land easements/rights of way necessary for projects, successful under extreme time pressures.
- Conducted presentations of alternative designs to public agencies; facilitated discussion and clarified understanding of all elements.
- Participated in Statewide Flood Management Planning efforts.
- Handled annual staff performance evaluations; took pride in fostering employee development.
- Made program presentations to numerous agencies and stakeholders.

WORK HISTORY

DEPARTMENT OF WATER RESOURCES Supervising Engineer	2011 - 2021
COUNTY OF MADERA DEPARTMENT OF ENGINEERING County Engineer	2007 - 2010
QUAD KNOPF ENGINEERING, Fresno, CA Senior Engineer II	2004- 2007
COUNTY OF FRESNO DEPARTMENT OF PUBLIC WORKS, Supervising Engineer	1999 - 2004
BOYLE ENGINEERING CORPORATION, Fresno, CA Senior Engineer II	1998 - 1999
FRESNO METROPOLITAN FLOOD CONTROL DISTRICT, Fresno, CA Engineer III R.C.E.	1988 - 1998
YAMABE & HORN ENGINEERING, Clovis, CA Project Engineer	1986 - 1988
BLAIR, CHURCH & FLYNN, Clovis, CA Junior Civil Engineer	1983 - 1986

EDUCATION/LICENSES

B.S. Civil Engineering, California Polytechnic State University, San Luis Obispo, CA
Registered Civil Engineer, California R.C.E. #42084
Certified Water Distribution Operator #34877

NOTEWORTHY ACHIEVEMENTS

DWR Recognition for 2017 flood emergency response
DWR Director's Award 2016
Water Leadership Award 2016
Excellence in Engineering- Received the 2009 Outstanding Civil Engineer in public
practice award from the San Francisco section, American Society of Civil Engineers
Flood District Recognition for 1995 flood emergency response



NOTICE OF SPECIAL VACANCY ON THE FISH CAMP TOWN PLANNING ADVISORY COUNCIL

A vacancy currently exists on the Fish Camp Town Planning Advisory Council.

The purpose of the Fish Camp Town Planning Advisory Council is to create and recommend policies for the Community of Fish Camp to address issues that are important to the area.

The Committee is an advisory group to the Mariposa County Planning Commission and the Board of Supervisors. Appointment terms are for two years. This appointment will be to fill an unexpired term which expires on February 28, 2025.

Members must be employed, reside, or own property within the geographic boundaries of Fish Camp Town Planning Area.

Persons interested in serving on the Committee should complete an application which can be obtained at either the Mariposa County Planning Department or the Clerk of the Board's Office or can be found online at:

<http://www.mariposacounty.org/DocumentCenter/View/39675/Committees-Application---blank-fillable?bidId=>

Completed applications need to be sent to Danielle Bondshu, Clerk of the Board, by mail at P. O. Box 784, Mariposa, CA 95338, or email: dbondshu@mariposacounty.org

Posting Locations for this notice:
Fish Camp Post Office
Mariposa County Planning
Mariposa County Clerk
Mariposa County Courthouse
www.mariposacounty.org/planning

Notice Date: 07/15/23

Deadline for Submission: Until Filled



MARIPOSA COUNTY

Board of Supervisors



RESOLUTION - ACTION REQUESTED 2023-489

MEETING: September 12, 2023
TO: The Board of Supervisors
FROM: Steve Engfer, Planning Director
RE: Adopt a Resolution Accepting the Urban Greening Grant Funds; and Approve Budget Action Increasing Revenue and Appropriations in the Planning Department Budget to Recognize the Grant Funding (\$911,850) (4/5ths Vote Required)

RECOMMENDATION AND JUSTIFICATION

Adopt a Resolution Accepting the Urban Greening Grant Funds; and Approve Budget Action Increasing Revenue and Appropriations in the Planning Department Budget to Recognize the Grant Funding (\$911,850) (4/5ths Vote Required).

In March 2021, the Board approved the application to the California Natural Resources Agency (CNRA) Urban Greening grant program to expand riparian restoration activities funded under a previous grant from the Wildlife Conservation Board. Work entails a landscape restoration program in the Phase II and Phase III segments of the Mariposa Creek Parkway that relies on traditional ecological knowledge (TEK) and principles to remove invasive species from the Mariposa Creek corridor and revegetate it with culturally resonant, ecologically appropriate native species. The project is a partnership with the Southern Sierra Miwuk Nation, and the Sierra Foothills Conservancy was hired as the County's prime consultant to direct the restoration project.

The grant funds awarded from the California Natural Resources Agency (CNRA) Urban Greening Grant Program will be used to extend these restoration activities further downstream from the current restoration area, expanding the invasive species removal work and supporting implementation of the Mariposa Creek Parkway Master Plan. The funds will also be used to support minor public access enhancements in the Phase II segment, including interpretive signage and other elements.

BACKGROUND AND HISTORY OF BOARD ACTIONS

RES-2022-192 Adopted a Resolution Authorizing the Submittal of an Application to the California Natural Resources Agency Riparian Restoration Grant Program to Support Landscape Restoration and Public Access Enhancements in the Phase III Segment of the Mariposa Creek Parkway

Additionally, the Board and Local Transportation Commission (LTC) have taken a number of actions related to establishing the Mariposa Creek Parkway and restoring environmental conditions within the project alignment, including:

SFC Restoration Contract Award: RES No. 2021-17
WCB Riparian Restoration Grant Application: RES No. 2020-600
Pollinator Habitat Enhancement: RES No. 2020-18
Mariposa Creek Parkway Master Plan Adoption: LTC No. 2020-3
Mariposa Creek Parkway/Statewide Parks Program: LTC No. 2019-13

Noxious Weed Grant Program: RES No. 2019-20

Mariposa Creek Parkway Phase III Concept Plan Adoption: LTC No. 2017-14

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

The Planning Department will not be able to access the awarded grant funds.

FINANCIAL IMPACT

This action will generate external funding in the amount of \$911,850.

ATTACHMENTS

1. **Budget Action Form**
2. **Grant Agreement**
3. **Resolution**



MARIPOSA COUNTY

Board of Supervisors



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ATTACHMENTS

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2. **Grant Agreement**
3. **Resolution**

VOTE RESULT

RESULT: **Adopted (UNANIMOUS)**

MOVER: District IV Supervisor Wayne Forsythe

SECONDER: District I Supervisor Rosemarie Smallcombe

AYES: District II Supervisor Poe, District I Supervisor Smallcombe, District IV Supervisor Forsythe, District V Supervisor Menetrey, District III Supervisor Toso

BUDGET ACTION FORM

FUND	DEPT/DIV	ACCOUNT	DESCRIPTION	PROJECT	INCREASE	DECREASE
3612	249	45547	One Time State Grants		(\$911,850)	
3612	249	60301	General Professional Services		\$911,850	
TRANSFER BETWEEN FUNDS					DEBIT	CREDIT
					\$0	\$0

ACTION REQUESTED: (Check all that apply)

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

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

JUSTIFICATION:

The county will be getting grant reimbursement.

DEPARTMENT HEAD

DATE _____

8/28/2023

APPROVED BY RES NO.

CLERK

DATE _____

AUDITOR'S USE ONLY
BA#

**STATE OF CALIFORNIA NATURAL RESOURCES AGENCY
GRANT AGREEMENT**

SB 8/10/2023

GT 8/10/2023

GRANTEE NAME: Mariposa County

PROJECT TITLE: Mariposa Creek Parkway Phase I + II Restoration and Access Enhancements

AUTHORITY: Senate Bill (SB) 859 and Budget Act of 2021 (Chapter 240, Statutes of 2021)

PROGRAM: Urban Greening Grant Program

AGREEMENT NUMBER: UG2122-0

TERM OF LAND TENURE: 20 years from date of project completion as evidenced by Project Certification Form

PROJECT PERFORMANCE PERIOD: July 1, 2023 to March 1, 2026

Under the terms and conditions of this agreement, the applicant agrees to complete the project as described in the project scope set forth in Exhibit A and any subsequent amendments, and the State of California, acting through the Natural Resources Agency, agrees to fund the project up to the total grant amount indicated pursuant to Senate Bill (SB) 859 and Budget Act of 2021 (Chapter 240, Statutes of 2021).

PROJECT DESCRIPTION: See project description on page 1 and Exhibit A of the Agreement

Total State Grant not to Exceed **\$911,850.00** (or project costs, whichever is less)

The Special and General Provisions attached are made a part of and incorporated into the Agreement.

MARIPOSA COUNTY

**STATE OF CALIFORNIA
NATURAL RESOURCES AGENCY**

By: <u>Steve Engfer</u> Steve Engfer Title: <u>Planning Director</u> Date: <u>8/14/2023</u>	By: <u>Andrea Scharffer</u> Andrea Scharffer Title: <u>Deputy Assistant Secretary, Bonds & Grants</u> Date: <u>8/14/2023</u>
--	---

CERTIFICATION OF FUNDING

AMOUNT OF ESTIMATE FUNDING			AGREEMENT NO.		FUND				
\$911,850.00			UG2122-0		0001 – General Fund				
ADJ. INCREASING ENCUMBRANCE					FISCAL PO NO.				
ADJ DECREASING ENCUMBRANCE			FUNCTION						
			Local Assistance						
UNENCUMBERED BALANCE		REF NO.		FUND		ENACTMENT YEAR	ACCOUNT NO.	ALT ACCOUNT	
		101		0001		2021	5432000	5432000000	
PROGRAM	PCBU	PROJECT		ACTIVITY	RPTG STRUCTURE		SVC LOCATION	AGENCY USE	BUDGET PERIOD
0320	0540	0540UG21220		21139	05400001		21139	N/A	2023

I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance.



SIGNATURE OF ACCOUNTING OFFICER

8/16/2023

DATE

**STATE OF CALIFORNIA NATURAL RESOURCES AGENCY
GRANT AGREEMENT**

GRANTEE NAME: Mariposa County

PROJECT TITLE: Mariposa Count Mariposa Creek Parkway Phase I + II Restoration and Access Enhancements

AGREEMENT NUMBER: UG2122-0

AUTHORITY: Senate Bill (SB) 859 and Budget Act of 2021 (Chapter 240, Statutes of 2021)

PROGRAM: Urban Greening Grant Program

PROJECT DESCRIPTION

Project to restore two sections of Mariposa Creek and create a recreational parkway. Project will include removing invasive species, planting native trees and plants, and installing site amenities such as benches, lighting, a picnic platform, tables, and a trail kiosk.

A detailed project scope and activities, project schedule and project budget are described and attached hereto as Exhibit A.

Grant funds are to be used to reduce GHG emissions by creating, enhancing, or expanding community parks and green spaces and/or using natural systems or systems that mimic natural systems to achieve multiple benefits in accordance with the provisions contained in the Urban Greening Grant Program and this Agreement.

TERMS AND CONDITIONS OF GRANT

Special Provisions

SE

1. Recipients of Grant Funds shall post signs acknowledging the source of the funds pursuant to the Application Guidelines. Size, location, and number of signs shall be approved by the State. Required signage must be in place before Grant Funds for construction will be released.
2. Upon completion of detailed Project design, plans and specifications, Grantee shall provide to the State for review and approval a revised detailed Project Budget, Project Scope and detailed site plan. If Project includes habitat restoration or landscaping, Grantee shall provide a planting palette demonstrating how native, low-water, drought-resistant vegetation will be used in the Project. If the plant palette includes non-natives, provide justification for review and approval by the State. All plantings will be no greater than fifteen gallons. Approval of said plans is a condition precedent to the State's obligation to make any construction funding available pursuant to this Agreement. The approval by the State of such plans and specifications, or any other approvals provided for in this Agreement, shall be for scope of work as described in Exhibit A and shall not relieve Grantee of the obligation to construct and maintain the facilities, or carry out any other obligations required by this Agreement, in accordance with applicable laws or any other standards ordinarily applied to such work or activity.

3. The Grantee may be required to record Deed Restrictions, incorporating by reference this Grant Agreement and giving public notice that the Grantee received funds under this Agreement in order to assist Grantee in developing the real property and that, in consideration for the receipt of the Grant Funds, the Grantee has agreed to the terms of this Agreement.
4. As conditions precedent to the State's obligation to make any construction funding available pursuant to this Agreement, Grantee shall first provide evidence of compliance with CEQA by August 31, 2024.
5. As conditions precedent to the State's obligation to make any funding available pursuant to this Agreement, Grantee shall provide evidence of adequate Land Tenure/Site Control satisfactory to the State for all land included in the Project no later than August 31, 2024 as follows:
 1. For parcel number 013-0182-004-000, Grantee shall provide a copy of the fully executed use agreement between Grantee and property owner for the development, operation and maintenance of this Project.

General Provisions

A. Definitions

1. The term "Act" means Senate Bill (SB) 859 and Budget Act of 2021 (Chapter 240, Statutes of 2021).
2. The term "Agreement" means this Grant Agreement.
3. The term "Application" means the individual application form, its required attachments for grants pursuant to the enabling legislation and/or program and any applicable materials supplied by applicant to the Natural Resources Agency prior to award.
4. The term "Application Guidelines" means the Urban Greening Grant Program Grant Guidelines and Application.
5. The term "Development" means improvement, rehabilitation, restoration, enhancement, preservation, protection and interpretation or other similar activities.
6. The term "Fair Market Value" means the value placed upon the property as supported by an appraisal that has been reviewed and approved by the California Department of General Services (DGS).
7. The term "Grant" or "Grant Funds" means the money provided by the State to the Grantee in this Agreement.
8. The term "Grant Agreement" means a contractual arrangement between the State and Grantee specifying the payment of funds by the State for the performance of specific Urban Greening project objectives within a specific project performance period by the Grantee.
9. The term "Grantee" means an applicant who has a signed agreement for Grant Funds.
10. The term "Interpretation" means visitor-serving amenities that communicate the significance and value of natural, historical and cultural resources in a manner that increases the understanding and enjoyment of these resources, or other similar activities.

11. The term "Other Sources of Funds" means cash or in-kind contributions that are required or used to complete the Urban Greening project beyond the Grant Funds provided by this Agreement.
 12. The term "Payment Request Form" means Form RA212.
 13. The term "Project" means the Development activity described in the application as modified by Exhibit A to be accomplished with Grant Funds.
 14. The term "Project Budget" means the State approved cost estimate included as Exhibit A to this Agreement.
 15. The term "Project Scope" means the description or activity of work to be accomplished by the Urban Greening Project.
 16. The term "Public Agency" means any State of California department or agency, a county, city, public district, or public agency formed under California law.
 17. The term "State" means the Secretary for Natural Resources or his/her representatives, or other political subdivisions of the State.
- B. Project Execution
1. Subject to the availability of funds in the Act, the State hereby grants to the Grantee a sum of money a sum of money (Grant Funds) not to exceed the amount stated on the signature page in consideration of and on condition that the sum be expended in carrying out the purposes as set forth in the description of Project in this Agreement and its attachments and under the terms and conditions set forth in this Agreement.
 2. Grantee shall furnish any and all additional funds that may be necessary to complete the Project.
 3. Grantee shall complete the Project in accordance with the Project Performance Period set forth on the signature page unless an extension has been formally granted by the State and under the terms and conditions of this Agreement. Extensions may be requested in advance and will be considered by State, at its sole discretion, in the event of circumstances beyond the control of the Grantee, but in no event beyond **March 1, 2026**.
 4. Grantee shall at all times ensure that Project complies with the California Environmental Quality Act (CEQA) (Public Resources Code, Division 13, commencing with section 21000, et. seq., Cal Code Regs tit. 14, section 15000 et. seq.) and all other environmental laws, including but not limited to obtaining all necessary permits. Grant Funds will not be disbursed before the close of the period for legal challenge under CEQA.

Grant Funds for planning and document preparation may be available sooner if included in the grant Project Scope (Exhibit A) and approved by the State. CEQA compliance shall be completed within one (1) year from the Grant Agreement start date, unless an extension is granted by the State.

Changes to the scope resulting from CEQA compliance are permitted provided the State determines that the project continues to meet all objectives of the Urban Greening Grant Program and is consistent with the intent cited in the original Application.

If a grantee's project is disapproved on grounds related to the Resource Agency's CEQA determination, the grantee shall have the option of either: (1) reimbursing the Resource Agency for all State-reimbursed preliminary costs (e.g., planning, design, etc.), or (2) relinquishing any planning/design documents, including all copies, reproductions, and variations resulting from said funding, without a license to use or otherwise retain in any form.

5. Projects must comply with any applicable laws pertaining to prevailing wage and labor compliance.
6. Grantee certifies that the Project does and will continue to comply with all current laws and regulations which apply to the Project, including, but not limited to, legal requirements for construction contracts, building codes, environmental laws, health and safety codes, and disabled access laws. Grantee certifies that, prior to commencement of construction, all applicable permits, and licenses (e.g., state contractor's license) will have been obtained.
7. Grantee shall provide access to the State upon 24-hours' notice to determine if Project work is in accordance with the approved Project Scope, including a final inspection upon Project completion.
8. Prior to the commencement of any work, Grantee agrees to submit in writing to the State for prior approval any deviation from the original Project Scope per Exhibit A and the Application. Changes in Project Scope must continue to meet the need cited in the original application or they will not be approved. Any modification or alteration in the Project as set forth in the Application on file with the State must be submitted to the State for approval. Any modification or alteration in the Project must also comply with all current laws and regulations, including but not limited to CEQA.
9. Grantee shall provide for public access to the Project where feasible.
10. Grantee must have (1) fee title, (2) leasehold, or (3) other interest to Project lands and demonstrate to the satisfaction of the State that the proposed Project will provide public benefits that are commensurate with the type and duration of the interest in land. Any acquisition of Project lands by Grantee following award shall not involve eminent domain proceedings or threat of eminent domain proceedings.
11. Grantee shall promptly provide photographs of the site during and after implementation of Project at the request of the State.
12. If a nonprofit organization, Grantee certifies the corporation is qualified under Section 501(c)(3) of the Internal Revenue Service Code, has an active status with the Secretary of State, and is current with the Attorney General's Registry of Charitable Trusts. Failure by the Grantee to remain in compliance with these nonprofit requirements may be cause for suspension of all obligations of the State hereunder and termination of this Agreement.

C. Project Costs

1. Any Grant Funds provided to Grantee under this Agreement will be disbursed for eligible costs, on a reimbursement basis, as follows, but shall not exceed in any event the amount set forth on the signature page of this Agreement:

- a. Approved direct management costs or construction and Development costs. Up to ten percent (10%) of the reimbursement amount will be held back and issued as a final payment upon completion of the Project.
 - b. Remaining Grant Funds shall be paid up to the total amount of the Grant Funds or the actual Project cost, whichever is less, upon completion of the Project, receipt of a detailed summary of Project costs from the Grantee found to be satisfactory by the State, and the satisfactory completion of a site inspection by the State.
2. Payment Documentation:
 - a. All payment requests must be submitted using a completed Payment Request Form. This form must be accompanied by an itemized list of all expenditures that clearly documents the check numbers, dates, recipients, line-item description as described in the Project Budget approved by the State and amounts. Each payment request must also include proof of payment such as receipts, paid invoices, canceled checks or other forms of documentation demonstrating payment has been made.
 - b. Any payment request that is submitted without the required itemization and documentation will not be authorized. If the payment request package is incomplete, inadequate, or inaccurate, the State will inform the Grantee and hold the payment request until all required information is received or corrected. Any penalties imposed on the Grantee by a contractor, or other consequence, because of delays in payment will be paid by the Grantee and is not reimbursable under this Agreement.
3. Grant Funds in this award have a limited period in which they must be expended. All Grantee expenditures funded by the State must occur within the time frame of the Project Performance Period as indicated in this Agreement.
4. Except as otherwise provided herein, the Grantee shall expend Grant Funds in the manner described in the Exhibit A as approved by the State. The total dollars of a category in the Project Budget may be increased by up to ten percent (10%) through a reallocation of funds from another category, without approval by the State. However, the Grantee shall notify the State in writing when any such reallocation is made and shall identify both the item(s) being increased and those being decreased. Any cumulative increase or decrease of more than ten percent (10%) from the original budget in the amount of a category must be approved in writing by the State. In any event, the total amount of the Grant Funds may not be increased, nor may any adjustments exceed the limits for preliminary costs as described in the Application Guidelines.

D. Project Administration

1. Grantee shall promptly submit written Project reports and/or photographs upon request by the State. In any event Grantee shall provide the State a report showing total final Project expenditures with the final payment request and required closing documents.
2. Grantee shall make property and facilities acquired or developed pursuant to this Agreement available for inspection upon request by the State.

3. Grantee agrees to use any income earned by the Grantee from use of the Project to further Project purposes, or, if approved by the State, for related purposes within the jurisdiction.
4. Grantee shall submit all documentation for Project completion and final reimbursement within ninety (90) days of Project completion, but in no event any later than **March 1, 2026**.
5. Final payment is contingent upon State verification that the Project is consistent with Project Scope as described in Exhibit A, together with any State approved amendments.
6. This Agreement may be amended by mutual agreement in writing between Grantee and State. Any request by the Grantee for amendments must be in writing stating the amendment request and reason for the request. The Grantee shall make requests in a timely manner and in no event less than sixty (60) days before the effective date of the proposed amendment.
7. Grantee must report to the State all sources of other funds for the Project.

E. Project Termination

1. Prior to the completion of Project construction, either party may terminate this Agreement by providing the other party with thirty (30) days' written notice of such termination. The State may also terminate this Grant Agreement for any reason at any time if it learns of or otherwise discovers that there is a violation of any state or federal law or policy by Grantee which affects performance of this or any other grant agreement or contract entered into with the State. The State may also terminate this Grant Agreement for any reason at any time if it learns that the Grantee made false representations during the evaluation process, either knowingly or because Grantee failed to act reasonably. This can include, but is not limited to, identifying conditions or uses at the site that would otherwise be inconsistent with the purposes of the award, or would have deemed the project less competitive. The State reserves the right, in such cases, to require Grantee to repay any amounts already expended.
2. If the State terminates the Agreement without cause prior to the end of the Project Performance Period, the Grantee shall take all reasonable measures to prevent further costs to the State under this Agreement. The State shall be responsible for and reimburse to Grantee any eligible, reasonable, and non-cancelable obligations and costs incurred by the Grantee in the performance of this Agreement prior to the date of the notice to terminate, but only up to the undisbursed balance of funding authorized in this Agreement.
3. If the Grantee fails to complete the Project in accordance with this Agreement or fails to fulfill any other obligations of this Agreement prior to the termination date, the Grantee shall be liable for immediate repayment to the State of all amounts disbursed by the State under this Agreement, plus accrued interest and any further costs related to the Project. Notwithstanding anything to the contrary contained in the previous sentence, Grantee shall not be liable for repayment to the State of any amounts disbursed by the State in the event Grantee fails to complete the Project or fails to fulfill any other obligations of this Agreement as a result of the negligent acts or omissions or the willful misconduct of the State or its agents, officers, or employees. The State may, at its sole discretion, consider extenuating circumstances and not require repayment for work partially completed provided that the State determines it is in the State's best interest to do so. This paragraph shall not be deemed to limit any other remedies available to the State for breach of this Agreement.

4. Failure by the Grantee to comply with the terms of this Agreement or any other Agreement under the Act may be cause for suspension of all obligations of the State hereunder.
5. Failure of the Grantee to comply with the terms of this Agreement shall not be cause for suspending all obligations of the State hereunder if, in the judgment of the State, such failure was due to no fault of the Grantee. At the discretion of the State, any amount required to settle at minimum cost any irrevocable obligations properly incurred shall be eligible for reimbursement under this Agreement.
6. Because the benefit to be derived by the State, from the full compliance by the Grantee with the terms of this Agreement, is the preservation, enhancement or establishment of community green areas and spaces for the people of the State of California, and because such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the State by way of Grant Funds under the provisions of this Agreement, the Grantee agrees that payment by the Grantee to the State of an amount equal to the amount of the Grant Funds disbursed under this Agreement by the State would be inadequate compensation to the State for any breach by the Grantee of this Agreement. The Grantee further agrees therefore, that the appropriate remedy in the event of a breach by the Grantee of this Agreement shall be the specific performance of this Agreement, unless otherwise agreed to by the State.

F. Hold Harmless

1. Grantee shall waive all claims and recourses against the State, including the right to contribution for loss or damage to persons or property arising from, growing out of or in any way connected with or incident to this Agreement, except claims arising from the gross negligence or willful misconduct of State, its officers, agents, and employees.
2. Grantee shall indemnify, hold harmless and defend State, its officers, agents and employees in perpetuity against any and all claims, demands, damages, costs, expenses or liability costs arising out of the Acquisition, development, construction, operation or maintenance of the property described in the Project description which claims, demands or causes of action arise under Government Code Section 895.2 or otherwise, including but not limited to items to which the Grantee has certified, except for liability arising out of the gross negligence or willful misconduct of State, its officers, agents or employees. Grantee acknowledges that it is solely responsible for compliance with items to which it has certified.
3. Grantee and State agree that in the event of judgment entered against the State and Grantee because of the gross negligence of the State and Grantee, their officers, agents or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither party shall request a jury apportionment.

G. Financial Records

1. Grantee shall maintain satisfactory financial accounts, documents, and records for the Project and to make them available to the State for auditing at reasonable times. Grantee shall also retain such financial accounts, documents, and records for three (3) years after final payment and one (1) year following an audit.
2. Grantee agrees that during regular office hours, the State and its duly authorized representatives shall have the right to inspect and make copies of any books, records or

reports of the other party pertaining to this Agreement or matters related thereto. Grantee shall maintain and make available for inspection by the State accurate records of all of its costs, disbursements, and receipts with respect to its activities under this Agreement.

3. Grantee shall use applicable Generally Accepted Accounting Principles, unless otherwise agreed to by the State.

H. Use of Facilities

1. The real property (including any portion of it or any interest in it) may not be sold or transferred without the written approval of the State of California, acting through the Natural Resources Agency, or its successor, provided that such approval shall not be unreasonably withheld as long as the purposes for which the Grant was awarded are maintained.
2. Grantee shall maintain, operate, and use the Project in fulfillment of the purpose funded pursuant to this Grant for a minimum of **TWENTY (20) Years**, consistent with the Land Tenure/Site Control requirements included in the Application Guidelines. The Grantee, or the Grantee's successor in interest in the property, may assign without novation the responsibility to maintain and operate the property in accordance with this requirement only with the written approval of the State. Grantee may be excused from its obligations for operation and maintenance of the Project site only upon the written approval of the State for good cause. "Good cause" includes, but is not limited to, natural disasters that destroy the Project improvements and render the Project obsolete or impracticable to rebuild.
3. Grantee shall use the property for the purposes for which the Grant was made and shall make no other use or sale or other disposition of the property. This Agreement shall not prevent the transfer of the property from the Grantee to a Public Agency, if the successor Public Agency assumes the obligations imposed by this Agreement.
4. If the use of the property is changed to a use that is not permitted by the Agreement, or if the property is sold or otherwise disposed of, at the State's sole discretion, an amount equal to: (1) the amount of the grant, (2) the Fair Market Value of the real property, or (3) the proceeds from the sale or other disposition, whichever is greater, may be reimbursed to the State. If the property sold or otherwise disposed of is less than the entire interest in the property funded in the Grant, an amount equal to either the proceeds from the sale or other disposition of the interest or the Fair Market Value of the interest sold or otherwise disposed of, whichever is greater, shall be reimbursed to the State.
5. The Grantee shall not use or allow the use of any portion of the real property for mitigation without the written permission of the State.
6. The Grantee shall not use or allow the use of any portion of the real property as security for any debt.

I. Nondiscrimination

1. During the performance of this grant, grantee and its subcontractors shall not unlawfully discriminate, harass or allow harassment, against any person because of sex, sexual orientation, race, color, religious creed, marital status, denial of family and medical care

leave, ancestry, national origin, medical condition (cancer/genetic characteristics), age (40 and above), disability (mental and physical) including HIV and AIDS, denial of pregnancy disability leave or reasonable accommodation. Grantee and subcontractors shall ensure that the evaluation and treatment of all persons, and particularly their employees and applicants for employment are free from such discrimination and harassment. Grantee and its subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, § 12900 et seq.) and the applicable regulations promulgated thereunder (Cal. Code Regs, tit. 2, § 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, § 12990 (a)–(f), are incorporated into this grant by reference and made a part hereof as if set forth in full (Cal. Code Regs, tit. 2, § 7285.0 et seq.). Grantee shall include this non-discrimination and compliance provisions of this clause in all subcontracts to perform work under the grant.

2. The Grantee shall not discriminate against any person on the basis of residence except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence and pursuant to law.
3. The completed Project and all related facilities shall be open to members of the public generally, except as noted under the special provisions of this Agreement or under provisions of the Act.

J. Application Incorporation

The Grant Guidelines and the Application and any subsequent changes or additions to the Application approved in writing by the State are hereby incorporated by reference into this Agreement as though set forth in full in this Agreement.

K. Severability

If any provision of this Agreement or the application thereof is held invalid, that invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provision or application, and to this end the provisions of this Agreement are severable.

L. Waiver

No term or provision hereof will be considered waived by either party, and no breach excused by either party, unless such waiver or consent is in writing and signed on behalf of the party against whom the waiver is asserted. No consent by either party to, or waiver of, a breach by either party, whether expressed or implied, will constitute consent to, waiver of or excuse of any other, different, or subsequent breach by either party.

M. Assignment

Except as expressly provided otherwise, this Agreement is not assignable by the Grantee either in whole or in part.

N. Disputes

If the Grantee believes that there is a dispute or grievance between Grantee and the State arising out of or relating to this Agreement, the Grantee shall first discuss and attempt to resolve

the issue informally with the Agency Grants Administrator. If the issue cannot be resolved at this level, the Grantee shall follow the following procedures:

1. If the issue cannot be resolved informally with the Agency Grants Administrator, the Grantee shall submit, in writing, a grievance report together with any evidence to the Deputy Assistant Secretary for Bonds and Grants for the Natural Resources Agency. The grievance report must state the issues in the dispute, the legal authority, or other basis for the Grantee's position and the remedy sought. Within ten (10) working days of receipt of the written grievance report from the Grantee, the Deputy Assistant Secretary shall make a determination on the issue(s) and shall respond in writing to the Grantee indicating the decision and reasons therefore. Should the Grantee disagree with the Deputy Assistant Secretary's decision, the Grantee may appeal to the Assistant Secretary for Administration and Finance for the Natural Resources Agency.
2. The Grantee must submit a letter of appeal to the Assistant Secretary explaining why the Deputy Assistant Secretary's decision is unacceptable. The letter must include, as an attachment, copies of the Grantee's original grievance report, evidence originally submitted, and response from the Deputy Assistant Secretary. The Grantee's letter of appeal must be submitted within ten (10) working days of the receipt of the Deputy Assistant Secretary's written decision. The Assistant Secretary or designee shall, within twenty (20) working days of receipt of Grantee's letter of appeal, review the issues raised and shall render a written decision to the Grantee. The decision of the Assistant Secretary or designee shall be final.

O. Audit Requirements

Projects are subject to audit by the State annually and for three (3) years following the final payment of Grant Funds. The audit shall include all books, papers, accounts, documents, or other records of the Grantee, as they relate to the Project for which the Grant Funds were granted.

EXHIBIT A

**STATE OF CALIFORNIA NATURAL RESOURCES AGENCY
GRANT AGREEMENT**

SE

**Urban Greening Grant Program
Senate Bill (SB) 859 and Budget Act of 2021 (Chapter 240, Statutes of 2021)**

GRANTEE NAME: Mariposa County

PROJECT TITLE: Mariposa Creek Parkway Phase I + II Restoration and Access Enhancements

AGREEMENT NUMBER: UG2122-0

PROJECT LOCATION: 8th Street and Stroming Road, Mariposa California

PROJECT SCOPE:

Project to restore two sections of Mariposa Creek and create a recreational parkway. Project will include removing invasive species, planting native trees and plants, and installing site amenities such as benches, lighting, a picnic platform, tables, and a trail kiosk.

Project elements funded by this grant include:

- Removing invasive species on approximately 2.5 acres of riparian parkway
- Constructing approximately 1,600 linear feet of decomposed granite trails
- Installing approximately one creek crossing
- Installing electrical and lighting improvements
- Installing cultural interpretive signage
- Installing approximately one funding acknowledgement sign
- Planting approximately 180 native trees
- Planting native plants in approximately 10,000 square feet of riparian parkway
- Installing approximately 1 public access point
- Installing approximately 6 benches
- Installing approximately 3 picnic tables / platforms
- Installing approximately 1 trail kiosk
- Parking lot enhancements to entail invasive species removal, native plant revegetation, and signage

The project is in the public right of way and is accessed between the end of Joe Howard Street to the north and the end of Stroming Road and 8th Street to the south.

EXHIBIT A**PROJECT SCHEDULE:**

ACTIVITY DESCRIPTION	TIMELINE
30% Design Work	July 2023 – November 2023
Invasive Species Removal	October 2023 – December 2024
CEQA/permitting	November 2023 – May 2024
Nursery & Plant prep Coordination	May 2024 – December 2024
100% Design	June 2024 – December 2024
Submit CEQA documents to State	August 2024
Submit final site designs/plans/specs to State*	December 2024
Submit evidence of signage	December 2024
Construction	January 2025 – December 2026
Hydroseed/seed mix application	September 2025 – October 2025
Tree planting and full planting implementation	October 2025 – November 2025
Record MOUGA and Submit final payment request and close out documents to State	January 2026 – March 2026

Note: Bird Nesting Season February 1 – August 15th

** A plant palette for all plants within the footprint of the project must be submitted with final designs and reflect appropriate species for the site, with consideration given to carbon sequestration, inclusion of native species where feasible, pollinator habitat, and low water, drought tolerant plantings. Trees, regardless of the funding source, may not exceed 15 gallons in initial planting size.*

All projects must comply with the Model Water Efficient Landscape Ordinance (MWELO), all Governor Executive Orders, and local water ordinances.

***Plant establishment reimbursed by the grant not to exceed two (2) years.*

COST ESTIMATE: See Exhibit A-1

Exhibit A-1: Cost Estimate**Mariposa Creek Parkway Phase I + II Restoration and Access Enhancements**

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Mariposa County**UG2122-0**

	Total Cost	Urban Greening Grant	CalTrans ATP	CCC ATP In-Kind	SNC RRFCP	WCB Riparian Restoration	County Staff Time
Pre-Construction // Non-Construction							
Grant Administration	10,000	-	-	-	-	-	10,000
Project Management	20,000	20,000	-	-	-	-	-
Pre-award CEQA / Permitting	35,000	-	35,000	-	-	-	-
CEQA / Permitting	55,000	55,000	-	-	-	-	-
Pre-award Engagement	15,000	-	-	-	15,000	-	-
Engagement	12,000	12,000	-	-	-	-	-
Pre-award Design (PS&E)	40,000	-	40,000	-	-	-	-
Design (PS&E)	40,000	40,000	-	-	-	-	-
Pre-award success criteria for planting survivorship monitoring	30,000	-	-	-	-	30,000	-
Subtotal Non-Construction (not to exceed 25% of grant)	Task Subtotal	127,000	75,000	-	15,000	30,000	10,000
Site Work							
Invasive species removal	103,000	82,500	-	20,500	-	-	-
Site Grading	25,000	25,000	-	-	-	-	-
Decomposed Granite Soft Trails	16,000	16,000	-	-	-	-	-
Steel Edging	32,000	32,000	-	-	-	-	-
Misc Materials (Gravel, Woodchips)	2,500	2,500	-	-	-	-	-
Stepstone creek crossing	25,000	25,000	-	-	-	-	-
Electrical & Lighting	20,000	20,000	-	-	-	-	-
Environmental Interpretive / Educational Exhibits & Signage	9,500	-	-	-	-	9,500	-
Cultural Interpretive / Educational Exhibits & Signage	8,000	8,000	-	-	-	-	-
Funding Acknowledgement Sign	2,000	2,000	-	-	-	-	-
	Task Subtotal	213,000	-	20,500	-	9,500	-
Access Enhancements							
Benches	9,000	9,000	-	-	-	-	-
Creek access point and seating area	40,000	40,000	-	-	-	-	-
Trail kiosk	5,000	5,000	-	-	-	-	-
Picnic Platforms / Tables	13,500	13,500	-	-	-	-	-
	Task Subtotal	67,500	-	-	-	-	-
Planting							
Trees	100,000	100,000	-	-	-	-	-
Shrubs, Groundcover, Perennials	200,000	200,000	-	-	-	-	-
Water Saving Irrigation	10,000	10,000	-	-	-	-	-
Parking Lot Enhancements (not including trees)	16,000	16,000	-	-	-	-	-
Planting implementation labor	40,000	20,000	-	20,000	-	-	-
Planting survivorship monitoring	30,000	30,000	-	-	-	-	-
	Task Subtotal	376,000	-	20,000	-	-	-
Other							
Construction Management & Administration:	70,000	50,000	-	-	-	-	20,000
	Task Subtotal	50,000	-	-	-	-	20,000
	Overall Subtotal	833,500	75,000	40,500	15,000	39,500	30,000
Design/Construction Contingency:		78,350	-	-	-	-	-
Total by Funding Source		911,850	75,000	40,500	15,000	39,500	30,000
	Overall Project Total	\$1,111,850					

*All invoices and receipts for project expenditures from all funding sources will be retained and made available for state audit.

**Only direct project management costs are eligible; no overhead/indirect costs are reimbursable. In-service payroll may not include a "billable rate" or administrative cost allocation.

**STATE OF CALIFORNIA
COUNTY OF MARIPOSA
BOARD OF SUPERVISORS**

Resolution No. 23-____ ADOPT A RESOLUTION ACCEPTING THE URBAN GREENING GRANT FUNDS;
AND APPROVE BUDGET ACTION INCREASING REVENUE AND
APPROPRIATIONS IN THE PLANNING DEPARTMENT BUDGET TO
RECOGNIZE THE GRANT FUNDING \$911,850 (4/5THS VOTE REQUIRED)

WHEREAS, on January 28, 2020 the Board of Supervisors adopted Resolution 2020-3 to approve the Mariposa Creek Parkway Master Plan; and

WHEREAS, on March 11, 2022, the Board of Supervisors adopted Resolution 2022-192 to authorize the submittal of an application to the California Natural Resources Agency Urban Greening Grant Program to support landscape restoration and public access enhancements in the Phase I and Phase II segments of the Mariposa Creek Parkway;

WHEREAS, the grant funds will continue the restoration work currently underway in the Phase II and Phase III segments of the Mariposa Creek Parkway.

NOW THEREFORE BE IT RESOLVED, that the Board of Supervisors does hereby accept the Urban Greening Grant funds; and approves budget action increasing revenue and appropriations in the planning department budget to recognize the grant funding \$911,850 (4/5ths vote required).

ON MOTION BY Supervisor _____, seconded by Supervisor _____, this resolution is duly passed and adopted this 12th day of September 2023 by the following vote:

AYES:

NOES:

EXCUSED:

ABSTAIN:

ATTEST:

Danielle Bondshu, Clerk of the Board

Miles Menetrey, Chairman
Board of Supervisors

APPROVED AS TO FORM:

Steven W. Dahlem, County Counsel



MARIPOSA COUNTY

Board of Supervisors



RESOLUTION - ACTION REQUESTED 2023-490

MEETING: September 12, 2023

TO: The Board of Supervisors

FROM: Steve Engfer, Planning Director

RE: Approve First Amendment of the General Cooperative Agreement with Caltrans Increasing the Amount by \$15,017, for a New Amount not to Exceed \$1,015,017, for the Mariposa Gateway Elements Project; Authorize the Board of Supervisors Chair to Sign the Amendment; Approve Budget Action Increasing Revenue and Appropriations in the Planning Department Budget Receiving Unanticipated Revenue \$15,017 (4/5ths Vote Required); and Authorize the Board of Supervisors Chair to Sign Future Project-Related Agreement Amendments which may be Necessary for the Completion of the Grant Scope (Subject to Approval as to Legal Form by County Counsel)

RECOMMENDATION AND JUSTIFICATION

Approve First Amendment of the General Cooperative Agreement with Caltrans Increasing the Amount by \$15,017, for a New Amount not to Exceed \$1,015,017, for the Mariposa Gateway Elements Project; Authorize the Board of Supervisors Chair to Sign the Amendment; Approve Budget Action Increasing Revenue and Appropriations in the Planning Department Budget Receiving Unanticipated Revenue \$15,017 (4/5ths Vote Required); and Authorize the Board of Supervisors Chair to Sign Future Project-Related Agreement Amendments which may be Necessary for the Completion of the Grant Scope (Subject to Approval as to Legal Form by County Counsel).

In January 2022, the Board of Supervisors approved the submittal of a grant application for Caltrans' Clean California Grant Program to fund the Mariposa Gateway Enhancement Project. This project includes the installation of two murals and two gateway features in the town of Mariposa. This amendment to the cooperative agreement between the County and Caltrans will add additional funds from the grant program towards the construction of the gateway features, which were approved by the board in July 2023.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board has received two updates on this project, in addition to the following Board actions:

January 11th, 2022 - RES-2022-25: APPROVE SUBMITTAL OF AN APPLICATION TO THE CLEAN CALIFORNIA GRANT PROGRAM

August 2nd, 2022 - RES-2022-459: SIGN A TRANSPORTATION ART AGREEMENT WITH CALTRANS

August 23rd, 2022 - RES-2022-491: APPROVE AN AGREEMENT WITH CONSULTANT TEAM LED BY ATLAS LAB TO DESIGN MURALS AND GATEWAY ELEMENTS

July 20th, 2023 - RES-2023-347: APPROVE THE MARIPOSA GATEWAY ELEMENTS

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

The Planning Department would not be able to access all of the grant funds needed to implement the project.

FINANCIAL IMPACT

This action will move additional grant funds into the Planning Department's budget. Therefore, it will have no impact on the County's General Fund.

ATTACHMENTS

- 1. Budget Action Form**
- 2. Original Cooperative Agreement**
- 3. Amendment to Cooperative Agreement**
- 4. Resolution for Original Cooperative Agreement**



MARIPOSA COUNTY

Board of Supervisors



RESOLUTION - ACTION REQUESTED 2023-490

MEETING: September 12, 2023

TO: The Board of Supervisors

FROM: Steve Engfer, Planning Director

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- 4. Resolution for Original Cooperative Agreement**

VOTE RESULT

RESULT: **Adopted (UNANIMOUS)**

MOVER: District IV Supervisor Wayne Forsythe

SECONDER: District I Supervisor Rosemarie Smallcombe

AYES: District II Supervisor Poe, District I Supervisor Smallcombe, District IV Supervisor Forsythe, District V Supervisor Menetrey, District III Supervisor Toso

BUDGET ACTION FORM

FUND	DEPT/DIV	ACCOUNT	DESCRIPTION	PROJECT	INCREASE	DECREASE
5540	249	45547	One Time State Grants		(\$15,017)	
5540	249	70331	Other Infrastructure		\$15,017	
TRANSFER BETWEEN FUNDS					DEBIT	CREDIT
					\$0	\$0

ACTION REQUESTED: (Check all that apply)

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

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

JUSTIFICATION:

The county will be getting grant reimbursement.

DEPARTMENT HEAD

DATE _____

8/28/2023

APPROVED BY RES NO.

CLERK

DATE _____

AUDITOR'S USE ONLY
BA#

COOPERATIVE AGREEMENT COVER SHEET

Work Description

PLAN, COORDINATE AND INSTALL GATEWAY MONUMENTS WITH ASSOCIATED LANDSCAPE SPACES ON SR 140 AT THE NORTH AND SOUTH JUNCTIONS WITH SR 49 IN TOWN OF MARIPOSA. ADDITIONALLY, SEVERAL MURALS ARE PROPOSED TO BE IMPLEMENTED ALONG WITH A LANDSCAPED PORTLET ON SR 140 WITHIN THE TOWN LIMITS.

Contact Information

CALTRANS

Sam Sherman, Project Manager
1976 E. Dr. Martin Luther King Jr. Blvd.
Stockton, CA 95205
Office Phone: (209) 482-2575
Email: sam.sherman@dot.ca.gov

MARIPOSA COUNTY

Mikey Goralnik, Community Design and Development Planner
5100 Bullion Street
Mariposa, CA 95338
Office Phone: (209) 742-1222
Email: mgoralnik@mariposacounty.org

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COOPERATIVE AGREEMENT

This AGREEMENT, executed on and effective from Aug 10, 2022, is between the State of California, acting through its Department of Transportation, referred to as CALTRANS, and:

Mariposa County, a political subdivision of the State of California, referred to hereinafter as COUNTY.

An individual signatory agency in this AGREEMENT is referred to as a PARTY. Collectively, the signatory agencies in this AGREEMENT are referred to as PARTIES.

RECITALS

1. PARTIES are authorized to enter into a cooperative agreement for improvements to the State Highway System per the California Streets and Highways Code, Sections 114 and 130.
2. CALTRANS is authorized per the California Streets and Highways Code, Section 91.42 to expend Clean California State Beautification Program of 2021 funds towards beautifying and cleaning up state highways and eligible projects towards that goal.
3. For the purpose of this AGREEMENT, *Plan, coordinate and install Gateway monuments with associated landscape spaces on SR 140 at the north and south junctions with SR 49 in Town of Mariposa. Additionally, several murals are proposed to be implemented along with a landscaped portlet on SR 140 within the town limits.* will be referred to hereinafter as PROJECT. The PROJECT scope of work is defined in the project initiation and approval documents (e.g. Project Study Report, Design Engineering Evaluation Report, or Project Report).
4. CALTRANS and COUNTY are also entering into agreement 10-0552 regarding the transportation art aspects of this project.

5. All obligations and responsibilities assigned in this AGREEMENT to complete the following PROJECT COMPONENTS will be referred to hereinafter as WORK:

- PROJECT APPROVAL AND ENVIRONMENTAL DOCUMENT (PA&ED)
- PLANS, SPECIFICATIONS, AND ESTIMATE (PS&E)
- CONSTRUCTION

Each PROJECT COMPONENT is defined in the CALTRANS Workplan Standards Guide as a distinct group of activities/products in the project planning and development process.

6. The term AGREEMENT, as used herein, includes this document and any attachments, exhibits, and amendments.

This AGREEMENT is separate from and does not modify or replace any other cooperative agreement or memorandum of understanding between the PARTIES regarding the PROJECT.

PARTIES intend this AGREEMENT to be their final expression that supersedes any oral understanding or writings pertaining to the WORK. The requirements of this AGREEMENT will preside over any conflicting requirements in any documents that are made an express part of this AGREEMENT.

If any provisions in this AGREEMENT are found by a court of competent jurisdiction to be, or are in fact, illegal, inoperative, or unenforceable, those provisions do not render any or all other AGREEMENT provisions invalid, inoperative, or unenforceable, and those provisions will be automatically severed from this AGREEMENT.

Except as otherwise provided in the AGREEMENT, PARTIES will execute a written amendment if there are any changes to the terms of this AGREEMENT.

PARTIES agree to sign a CLOSURE STATEMENT to terminate this AGREEMENT. However, all indemnification, document retention, audit, claims, environmental commitment, legal challenge, maintenance and ownership articles will remain in effect until terminated or modified in writing by mutual agreement or expire by the statute of limitations.

7. The following work associated with this PROJECT has been completed or is in progress:

- CALTRANS is developing the R/W Certification

8. In this AGREEMENT capitalized words represent defined terms, initialisms, or acronyms.

9. PARTIES hereby set forth the terms, covenants, and conditions of this AGREEMENT.

RESPONSIBILITIES

Sponsorship

10. A SPONSOR is responsible for establishing the scope of the PROJECT and securing the financial resources to fund the WORK. A SPONSOR is responsible for securing additional funds when necessary or implementing PROJECT changes to ensure the WORK can be completed with the funds obligated in this AGREEMENT.

PROJECT changes, as described in the CALTRANS Project Development Procedures Manual, will be approved by CALTRANS as the owner/operator of the State Highway System.

11. COUNTY is the SPONSOR for the WORK in this AGREEMENT.

Implementing Agency

12. The IMPLEMENTING AGENCY is the PARTY responsible for managing the scope, cost, schedule, and quality of the work activities and products of a PROJECT COMPONENT.

- COUNTY is the Project Approval and Environmental Document (PA&ED) IMPLEMENTING AGENCY.

PA&ED includes the completion of the Final Environmental Document and the Project Report (documenting the project alternative selection).

- COUNTY is the Plans, Specifications, and Estimate (PS&E) IMPLEMENTING AGENCY.

PS&E includes the development of the plans, specifications, and estimate; obtaining any resource agency permits; and the advertisement/award of the construction contract.

- COUNTY is the CONSTRUCTION IMPLEMENTING AGENCY.

CONSTRUCTION includes construction contract administration, surveying/staking, inspection, quality assurance, and assuring regulatory compliance. The CONSTRUCTION component budget identifies the capital costs of the construction contract/furnished materials (CONSTRUCTION CAPITAL) and the cost of the staff work in support of the construction contract administration (CONSTRUCTION SUPPORT).

13. COUNTY will provide a Quality Management Plan (QMP) for the WORK in every PROJECT COMPONENT that they are the IMPLEMENTING AGENCY of. The QMP describes the IMPLEMENTING AGENCY's quality policy and how it will be used. The QMP will include a process for resolving disputes between the PARTIES at the team level. The QMP is subject to CALTRANS review and approval.
14. Any PARTY responsible for completing WORK will make its personnel and consultants that prepare WORK available to help resolve WORK-related problems and changes for the entire duration of the PROJECT including PROJECT work that may occur under separate agreements.

Funding

15. Funding sources, PARTIES committing funds, funding amounts, and invoicing/payment details are documented in the Funding Summary section of this AGREEMENT.

PARTIES will amend this AGREEMENT by updating and replacing the Funding Summary, in its entirety, each time the funding details change. Funding Summary replacements will be executed by a legally authorized representative of the respective PARTIES. The most current fully executed Funding Summary supersedes any previous Funding Summary created for this AGREEMENT.

16. PARTIES will not be reimbursed for costs beyond the funds obligated in this AGREEMENT.
17. Unless otherwise documented in the Funding Summary, overall liability for project costs within a PROJECT COMPONENT will be in proportion to the amount contributed to that PROJECT COMPONENT by each fund type.
18. Unless otherwise documented in the Funding Summary, any savings recognized within a PROJECT COMPONENT will be credited or reimbursed, when allowed by policy or law, in proportion to the amount contributed to that PROJECT COMPONENT by each fund type.
19. WORK costs, except those that are specifically excluded in this AGREEMENT, are to be paid from the funds obligated in the Funding Summary. Costs that are specifically excluded from the funds obligated in this AGREEMENT are to be paid by the PARTY incurring the costs from funds that are independent of this AGREEMENT.

CALTRANS' Quality Management

20. CALTRANS, as the owner/operator of the State Highway System (SHS), will perform quality management work including Quality Management Assessment (QMA), environmental document quality control, and owner/operator approvals for the portions of WORK within the existing and proposed SHS right-of-way.
21. CALTRANS' Quality Management Assessment (QMA) efforts are to ensure that COUNTY's quality assurance results in WORK that is in accordance with the applicable standards and the PROJECT's quality management plan (QMP). QMA does not include any efforts necessary to develop or deliver WORK or any validation by verifying or rechecking WORK.

When CALTRANS performs QMA, it does so for its own benefit. No one can assign liability to CALTRANS due to its QMA.

22. CALTRANS, as the owner/operator of the State Highway System, will approve WORK products in accordance with CALTRANS policies and guidance and as indicated in this AGREEMENT.
23. Per National Environmental Policy Act (NEPA) assignment and California Environmental Quality Act (CEQA) statutes, CALTRANS will perform environmental document quality control and NEPA assignment review procedures for environmental documentation. CALTRANS quality control and quality assurance procedures for all environmental documents are described in the NEPA Assignments memorandums, available at <https://dot.ca.gov/-/media/dot-media/programs/environmental-analysis/documents/ser/nepa-recordretention-policy-final-ally.pdf>. This also includes the independent judgement analysis and determination under CEQA that the environmental documentation meets CEQA requirements.
24. COUNTY will provide WORK-related products and supporting documentation upon CALTRANS' request for the purpose of CALTRANS' quality management work.
25. COUNTY, including any employee, agent, consultant or sub-consultant retained by the COUNTY, shall implement uniform document control policies necessary to retain all records and electronically stored information associated with the WORK, including but not limited to those records identified in California Public Resources Code, Section 21167.6, and including email and attachments, in a manner consistent with the CALTRANS Uniform Filing System and the "Final Caltrans Environmental Records Retention Policy", available at <https://dot.ca.gov/-/media/dot-media/programs/environmental-analysis/documents/nepa-recordretention-policy-final-ally.pdf>. These records, along with an index of the records, shall be provided to CALTRANS within 60 days of CALTRANS' written request.

CEQA Lead Agency

26. CALTRANS is the CEQA Lead Agency for the PROJECT.

Environmental Permits, Approvals and Agreements

27. PARTIES will comply with the commitments and conditions set forth in the environmental documentation, environmental permits, approvals, and applicable agreements as those commitments and conditions apply to each PARTY's responsibilities in this AGREEMENT.
28. Unless otherwise assigned in this AGREEMENT, the IMPLEMENTING AGENCY for a PROJECT COMPONENT is responsible for all PROJECT COMPONENT WORK associated with coordinating, obtaining, implementing, renewing, and amending the PROJECT permits, agreements, and approvals whether they are identified in the planned project scope of work or become necessary in the course of completing the PROJECT.
29. It is expected that the PROJECT will not require environmental permits/approvals.

Project Approval and Environmental Document (PA&ED)

30. As the PA&ED IMPLEMENTING AGENCY, COUNTY is responsible for all PA&ED WORK except those activities and responsibilities that are assigned to another PARTY and those activities that are excluded under this AGREEMENT.
31. CALTRANS will be responsible for completing the following PA&ED activities:

CALTRANS Work Breakdown Structure Identifier (If Applicable)	AGREEMENT Funded Cost
100.10.10.xx Quality Management	No
175.20 Project Preferred Alternative	No
180.10.05.05.xx CEQA Lead Final Env. Doc QA/QC and Approval	No
180.15.10 Notice of Determination (CEQA)	No

32. Any PARTY preparing environmental documentation, including studies and reports, will ensure that qualified personnel remain available to help resolve environmental issues and perform any necessary work to ensure that the PROJECT remains in environmental compliance.

33. COUNTY will provide written notice of the initiation of environmental studies to the CEQA Lead Agency prior to completing any other PA&ED phase work.

California Environmental Quality Act (CEQA)

34. Environmental documentation will be prepared in compliance with the California Public Resources Code §§ 21080.3.1(d)(e). CALTRANS will provide, and COUNTY will use, a letter template and a list of California Native American tribes requesting notification. COUNTY will prepare consultation documentation for CALTRANS' signature and transmittal in compliance with the statutorily required time frames.
35. The CEQA Lead Agency will determine the type of CEQA documentation and will cause that documentation to be prepared in accordance with CEQA requirements.
36. Any PARTY involved in the preparation of CEQA documentation will prepare the documentation to meet CEQA requirements and follow the CEQA Lead Agency's standards that apply to the CEQA process.
37. Any PARTY preparing any portion of the CEQA documentation, including any studies and reports, will submit that portion of the documentation to the CEQA Lead Agency for review, comment, and approval at appropriate stages of development prior to public availability.
38. COUNTY will submit CEQA-related public notices to CALTRANS for review, comment, and approval prior to publication and circulation.
39. COUNTY will submit all CEQA-related public meeting materials to the CEQA Lead Agency for review, comment, and approval at least ten (10) working days prior to the public meeting date.

If the CEQA Lead Agency makes any changes to the materials, then the CEQA Lead Agency will allow COUNTY to review, comment, and concur on those changes at least three (3) working days prior to the public meeting date. The CEQA Lead Agency has final approval authority over all CEQA documentation.

40. The CEQA Lead Agency will attend all CEQA-related public meetings.

41. If a PARTY who is not the CEQA Lead Agency holds a public meeting about the PROJECT, that PARTY must clearly state its role in the PROJECT and the identity of the CEQA Lead Agency on all meeting publications. All meeting publications must also inform the attendees that public comments collected at the meetings are not part of the CEQA public review process.

That PARTY will submit all meeting advertisements, agendas, exhibits, handouts, and materials to the CEQA Lead Agency for review, comment, and approval at least ten (10) working days prior to publication or use. If that PARTY makes any changes to the materials, it will allow the CEQA Lead Agency to review, comment on, and approve those changes at least three (3) working days prior to the public meeting date.

The CEQA Lead Agency maintains final editorial control with respect to text or graphics that could lead to public confusion over CEQA-related roles and responsibilities.

Plans, Specifications, and Estimate (PS&E)

42. As the PS&E IMPLEMENTING AGENCY, COUNTY is responsible for all PS&E WORK except those activities and responsibilities that are assigned to another PARTY and those activities that are excluded under this AGREEMENT.
43. CALTRANS will be responsible for completing the following PS&E activities:

CALTRANS Work Breakdown Structure Identifier (If Applicable)	AGREEMENT Funded Cost
100.15.10.xx Quality Management	No

44. COUNTY will prepare Utility Conflict Maps identifying the accommodation, protection, relocation, or removal of any existing utility facilities that conflict with construction of the PROJECT or that violate CALTRANS' encroachment policy.

COUNTY will provide CALTRANS a copy of Utility Conflict Maps for CALTRANS' concurrence prior to issuing the Notices to Owner and executing the utility agreement. All utility conflicts will be addressed in the PROJECT plans, specifications, and estimate.

45. COUNTY will determine the cost to positively identify and locate, accommodate, protect, relocate, or remove any utility facilities whether inside or outside the State Highway System right-of-way in accordance with federal and California laws and regulations, and CALTRANS' policies, procedures, standards, practices, and applicable agreements including but not limited to Freeway Master Contracts.

CONSTRUCTION

46. As the CONSTRUCTION IMPLEMENTING AGENCY, COUNTY is responsible for all CONSTRUCTION WORK except those activities and responsibilities that are assigned to another PARTY and those activities that are excluded under this AGREEMENT.
47. CALTRANS will be responsible for completing the following CONSTRUCTION SUPPORT activities:

CALTRANS Work Breakdown Structure Identifier (If Applicable)	AGREEMENT Funded Cost
100.20.10.xx Quality Management	No

48. Physical and legal possession of the right-of-way must be completed prior to advertising the construction contract, unless PARTIES mutually agree to other arrangements in writing.
49. Right-of-way conveyances must be completed prior to WORK completion, unless PARTIES mutually agree to other arrangements in writing.
50. COUNTY will include a Disadvantaged Business Enterprise (DBE) utilization goal in the PROJECT construction contract(s) in accordance with the Local Assistance Procedures Manual. COUNTY will award the construction contract to the lowest responsive bidder who makes a Good Faith Effort to meet the DBE goal.
51. CALTRANS will not issue an encroachment permit to COUNTY for construction work until the following conditions are met:
- CALTRANS accepts the final plans, specifications, and estimate
 - CALTRANS accepts the Right-of-Way Certification
 - Any new or amended maintenance agreements required for the WORK are executed.
52. COUNTY will require the construction contractor to furnish payment and performance bonds naming COUNTY as obligee, and CALTRANS as additional obligee, and to carry liability insurance in accordance with CALTRANS Standard Specifications.

53. COUNTY will advertise, open bids, award, and approve the construction contract in accordance with the California Public Contract Code and the California Labor Code. By accepting responsibility to advertise and award the construction contract, COUNTY also accepts responsibility to administer the construction contract.
54. If the lowest responsible construction contract bid is greater than the funding commitment to CONSTRUCTION CAPITAL, PARTIES must agree in writing on a course of action within fifteen (15) working days. If no agreement is reached within fifteen (15) work days the IMPLEMENTING AGENCY will not award the construction contract.
55. CALTRANS will not issue an encroachment permit to COUNTY's construction contractor until CALTRANS accepts:
 - The payment and performance bonds
 - The CONSTRUCTION Quality Management Plan
56. The CONSTRUCTION Quality Management Plan (QMP) will describe how construction material verification and workmanship inspections will be performed at manufacturing sources and the PROJECT job-site. The construction material and Source Inspection QMP (SIQMP) are subject to review and approval by the State Materials Engineer.
57. The CONSTRUCTION Quality Management Plan will address the radiation safety requirements of the California Code of Regulations 17 CCR § 30346 when the work requires Gamma-Gamma Logging acceptance testing for Cast in Drilled Hole (CIDH) pile or whenever else it is applicable. In accordance with these regulations COUNTY, as the "well operator", will have a written agreement with any consultant or external entity performing these tests.
58. COUNTY will provide a Resident Engineer and CONSTRUCTION SUPPORT staff that are independent of the construction contractor. The Resident Engineer will be a Civil Engineer, licensed in the State of California, who is responsible for construction contract administration activities.

59. COUNTY will implement changes to the construction contract through Change Orders. PARTIES will review and concur on all Change Orders over \$10,000.
60. CALTRANS will review and concur with:
- Change Orders affecting public safety, public convenience, protected environmental resources, the preservation of property, all design and specification changes, and all major changes as defined in the CALTRANS Construction Manual. These Change Orders must receive written concurrence by CALTRANS prior to implementation.
 - The Stormwater Pollution Prevention Plan (SWPPP) or the Water Pollution Control Plan (WPCP).
61. COUNTY will administer and process all construction contract claims pursuant to the requirements set forth under Public Contract Code, Section 9204. In addition, all public works claims of \$375,000 or less shall be resolved in accordance with Public Contract Code Section 20104, et seq. and other applicable laws.
62. COUNTY is designated as the Legally Responsible Person pursuant to the Construction General Permit, State Water Resources Control Board (SWRCB) Order Number 2009-0009-DWQ, as defined in Appendix 5, Glossary, and assumes all roles and responsibilities assigned to the Legally Responsible Person as mandated by the Construction General Permit. COUNTY is required to comply with the CALTRANS MS4 National Pollutant Discharge Elimination System (NPDES) permit for all work within the State Highway System.
63. As the CONSTRUCTION IMPLEMENTING AGENCY, COUNTY is responsible for maintenance of the State Highway System (SHS) within the PROJECT limits as part of the construction contract until the following conditions are met:
- Any required maintenance agreements are executed for the portions of SHS for which relief of maintenance is to be granted.
 - CALTRANS approves a request from COUNTY for relief from maintenance of the PROJECT or a portion thereof.
64. Upon WORK completion, ownership or title to all materials and equipment constructed or installed for the operations and/or maintenance of the State Highway System (SHS) within SHS right-of-way as part of WORK become the property of CALTRANS.

CALTRANS will not accept ownership or title to any materials or equipment constructed or installed outside SHS right-of-way.

65. Within one hundred eighty (180) calendar days following the completion and acceptance of the PROJECT construction contract, COUNTY will furnish CALTRANS with a complete set of “As-Built” plans and Change Orders, including any changes authorized by CALTRANS, using an approved transfer mechanism, such as a CD ROM, flash drive, Filr. The submitted digital files must be completed in accordance with Caltrans specifications, policies, and manuals, including requirements in Sections 2 and 3, of Chapter 17 in the Project Development Procedures Manual, then current CADD User’s Manual (Section 4.3), Plans Preparation Manual, and CALTRANS practice. The plans will have the Resident Engineer’s name, contract number, and construction contract acceptance date printed on each plan sheet, and with the Resident Engineer’s signature only on the title sheet. The As-Built plans will be in Microstation DGN format, version 8.0. When applicable, the digital submittal must also include high accuracy locating and underground facilities data. In addition, COUNTY will provide one set of As-Built plans and addenda in TIFF format.

The submittal must also include all CALTRANS requested contract records, and land survey documents. The land survey documents include monument preservation documents and records of surveys prepared to satisfy the requirements of the Professional Land Surveyors Act (Business and Professions Code, Sections 8700 – 8805). Copies of survey documents and Records of Surveys filed in accordance with Business & Professions Code, Sections 8762 and 8771, will contain the filing information provided by the county in which filed.

Schedule

66. PARTIES will manage the WORK schedule to ensure the timely use of obligated funds and to ensure compliance with any environmental permits, right-of-way agreements, construction contracts, and any other commitments. PARTIES will communicate schedule risks or changes as soon as they are identified and will actively manage and mitigate schedule risks.
67. The IMPLEMENTING AGENCY for each PROJECT COMPONENT will furnish PARTIES with a final report of the WORK completed.

Additional Provisions

Standards

68. PARTIES will perform all WORK in accordance with federal and California laws, regulations, and standards; Federal Highway Administration (FHWA) standards; and CALTRANS standards. CALTRANS standards include, but are not limited to, the guidance provided in the:

- CADD Users Manual
- CALTRANS policies and directives
- Plans Preparation Manual
- Project Development Procedures Manual (PDPM)
- Workplan Standards Guide
- Standard Environmental Reference
- Highway Design Manual
- Right of Way Manual
- Construction Manual
- Construction Manual Supplement for Local Agency Resident Engineers
- Local Agency Structure Representative Guidelines

Noncompliant Work

69. CALTRANS retains the right to reject noncompliant WORK. COUNTY agrees to suspend WORK upon request by CALTRANS for the purpose of protecting public safety, preserving property rights, and ensuring that all WORK is in the best interest of the State Highway System.

Qualifications

70. Each PARTY will ensure that personnel participating in WORK are appropriately qualified or licensed to perform the tasks assigned to them.

Consultant Selection

71. COUNTY will invite CALTRANS to participate in the selection of any consultants that participate in the WORK.

Encroachment Permits

72. CALTRANS will issue, upon proper application, the encroachment permits required for WORK within State Highway System (SHS) right-of-way. COUNTY, their contractors, consultants, agents and utility owners will not work within the SHS right-of-way without an encroachment permit issued in their name. CALTRANS will provide encroachment permits to COUNTY, their contractors, consultants, and agents at no cost. CALTRANS will provide encroachment permits to utility owners at no cost. If the encroachment permit and this AGREEMENT conflict, the requirements of this AGREEMENT will prevail.
73. The IMPLEMENTING AGENCY for a PROJECT COMPONENT will coordinate, prepare, obtain, implement, renew, and amend any encroachment permits needed to complete the WORK.

Protected Resources

74. If any PARTY discovers unanticipated cultural, archaeological, paleontological, or other protected resources during WORK, all WORK in that area will stop and that PARTY will notify all PARTIES within 24 hours of discovery. WORK may only resume after a qualified professional has evaluated the nature and significance of the discovery and CALTRANS approves a plan for its removal or protection.

Disclosures

75. PARTIES will hold all administrative drafts and administrative final reports, studies, materials, and documentation relied upon, produced, created, or utilized for the WORK in confidence to the extent permitted by law and where applicable, the provisions of California Government Code, Section 6254.5(e) will protect the confidentiality of such documents in the event that said documents are shared between PARTIES.

PARTIES will not distribute, release, or share said documents with anyone other than employees, agents, and consultants who require access to complete the WORK without the written consent of the PARTY authorized to release them, unless required or authorized to do so by law.

76. If a PARTY receives a public records request pertaining to the WORK, that PARTY will notify PARTIES within five (5) working days of receipt and make PARTIES aware of any disclosed public records.

Hazardous Materials

77. HM-1 is hazardous material (including, but not limited to, hazardous waste) that may require removal and disposal pursuant to federal or state law, irrespective of whether it is disturbed by the PROJECT or not.

HM-2 is hazardous material (including, but not limited to, hazardous waste) that may require removal and disposal pursuant to federal or state law only if disturbed by the PROJECT.

The management activities related to HM-1 and HM-2, including and without limitation, any necessary manifest requirements and disposal facility designations are referred to herein as HM-1 MANAGEMENT and HM-2 MANAGEMENT respectively.

78. If HM-1 or HM-2 is found the discovering PARTY will immediately notify all other PARTIES.

79. CALTRANS, independent of the PROJECT, is responsible for any HM-1 found within the existing State Highway System right-of-way. CALTRANS will undertake, or cause to be undertaken, HM-1 MANAGEMENT with minimum impact to the PROJECT schedule.

CALTRANS will pay, or cause to be paid, the cost of HM-1 MANAGEMENT for HM-1 found within the existing State Highway System right-of-way with funds that are independent of the funds obligated in this AGREEMENT.

80. COUNTY, independent of the PROJECT, is responsible for any HM-1 found within the PROJECT limits and outside the existing State Highway System right-of-way. COUNTY will undertake, or cause to be undertaken, HM-1 MANAGEMENT with minimum impact to the PROJECT schedule.

COUNTY will pay, or cause to be paid, the cost of HM-1 MANAGEMENT for HM-1 found within the PROJECT limits and outside of the existing State Highway System right-of-way with funds that are independent of the funds obligated in this AGREEMENT.

81. The CONSTRUCTION IMPLEMENTING AGENCY is responsible for HM-2 MANAGEMENT within the PROJECT limits.

COUNTY and CALTRANS will comply with the Soil Management Agreement for Aerially Deposited Lead Contaminated Soils (Soil Management Agreement) executed between CALTRANS and the California Department of Toxic Substances Control (DTSC). Under Section 3.2 of the Soil Management Agreement, CALTRANS and COUNTY each retain joint and severable liability for noncompliance with the provisions of the Soil Management Agreement. COUNTY will assume all responsibilities assigned to CALTRANS in the Soil Management Agreement during PROJECT COMPONENTS for which they are the IMPLEMENTING AGENCY except for final placement and burial of soil within the State right-of-way, per Section 4.5 of the Soil Management Agreement, which is subject to CALTRANS concurrence and reporting to DTSC which will be performed by CALTRANS.

82. CALTRANS' acquisition or acceptance of title to any property on which any HM-1 or HM-2 is found will proceed in accordance with CALTRANS' policy on such acquisition.

Claims

83. Any PARTY that is responsible for completing WORK may accept, reject, compromise, settle, or litigate claims arising from the WORK without concurrence from the other PARTY.
84. PARTIES will confer on any claim that may affect the WORK or PARTIES' liability or responsibility under this AGREEMENT in order to retain resolution possibilities for potential future claims. No PARTY will prejudice the rights of another PARTY until after PARTIES confer on the claim.
85. If the WORK expends state or federal funds, each PARTY will comply with the Federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards of 2 CFR, Part 200. PARTIES will ensure that any for-profit consultant hired to participate in the WORK will comply with the requirements in 48 CFR, Chapter 1, Part 31. When state or federal funds are expended on the WORK these principles and requirements apply to all funding types included in this AGREEMENT.

Accounting and Audits

86. PARTIES will maintain, and will ensure that any consultant hired by PARTIES to participate in WORK will maintain, a financial management system that conforms to Generally Accepted Accounting Principles (GAAP), and that can properly accumulate and segregate incurred PROJECT costs and billings.

87. PARTIES will maintain and make available to each other all WORK-related documents, including financial data, during the term of this AGREEMENT.

PARTIES will retain all WORK-related records for three (3) years after the final voucher.

PARTIES will require that any consultants hired to participate in the WORK will comply with this Article.

88. PARTIES have the right to audit each other in accordance with generally accepted governmental audit standards.

CALTRANS, the State Auditor, FHWA (if the PROJECT utilizes federal funds), and COUNTY will have access to all WORK -related records of each PARTY, and any consultant hired by a PARTY to participate in WORK, for audit, examination, excerpt, or transcription.

The examination of any records will take place in the offices and locations where said records are generated and/or stored and will be accomplished during reasonable hours of operation. The auditing PARTY will be permitted to make copies of any WORK-related records needed for the audit.

The audited PARTY will review the draft audit, findings, and recommendations, and provide written comments within thirty (30) calendar days of receipt.

Upon completion of the final audit, PARTIES have forty-five (45) calendar days to refund or invoice as necessary in order to satisfy the obligation of the audit.

Any audit dispute not resolved by PARTIES is subject to mediation. Mediation will follow the process described in the General Conditions section of this AGREEMENT.

89. If the WORK expends state or federal funds, each PARTY will undergo an annual audit in accordance with the Single Audit Act in the Federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards as defined in 2 CFR, Part 200.
90. When a PARTY reimburses a consultant for WORK with state or federal funds, the procurement of the consultant and the consultant overhead costs will be in accordance with the Local Assistance Procedures Manual, Chapter 10.

Interruption of Work

91. If WORK stops for any reason, IMPLEMENTING AGENCY will place the PROJECT right-of-way in a safe and operable condition acceptable to CALTRANS.

92. If WORK stops for any reason, each PARTY will continue with environmental commitments included in the environmental documentation, permits, agreements, or approvals that are in effect at the time that WORK stops, and will keep the PROJECT in environmental compliance until WORK resumes.

Penalties, Judgements and Settlements

93. The cost of awards, judgements, fines, interest, penalties, attorney's fees, and/or settlements generated by the WORK are considered WORK costs.
94. The cost of legal challenges to the environmental process or documentation are considered WORK costs.
95. Any PARTY whose action or lack of action causes the levy of fines, interest, or penalties will indemnify and hold all other PARTIES harmless per the terms of this AGREEMENT.

Project Files

96. COUNTY will furnish CALTRANS with the Project History Files related to the PROJECT facilities on State Highway System within sixty (60) days following the completion of each PROJECT COMPONENT. COUNTY will assure that the Project History File is prepared and submitted in compliance with the Project Development Procedures Manual, Chapter 7. All material will be submitted neatly in a three-ring binder and in PDF format.

GENERAL CONDITIONS

97. All portions of this AGREEMENT, including the Recitals Section, are enforceable.

Venue

98. PARTIES understand that this AGREEMENT is in accordance with and governed by the Constitution and laws of the State of California. This AGREEMENT will be enforceable in the State of California. Any PARTY initiating legal action arising from this AGREEMENT will file and maintain that legal action in the Superior Court of the county in which the CALTRANS district office that is signatory to this AGREEMENT resides, or in the Superior Court of the county in which the PROJECT is physically located.

Exemptions

99. All CALTRANS' obligations under this AGREEMENT are subject to the appropriation of resources by the Legislature, the State Budget Act authority, programming and allocation of funds through the Clean California Program.

Indemnification

100. Neither CALTRANS nor any of its officers and employees, are responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by COUNTY, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon COUNTY under this AGREEMENT. It is understood and agreed that COUNTY, to the extent permitted by law, will defend, indemnify, and save harmless CALTRANS and all of their officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories and assertions of liability occurring by reason of anything done or omitted to be done by COUNTY, its contractors, sub-contractors, and/or its agents under this AGREEMENT.
101. Neither COUNTY nor any of its officers and employees, are responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by CALTRANS, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon CALTRANS under this AGREEMENT. It is understood and agreed that CALTRANS, to the extent permitted by law, will defend, indemnify, and save harmless COUNTY and all of their officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories and assertions of liability occurring by reason of anything done or omitted to be done by CALTRANS, its contractors, sub-contractors, and/or its agents under this AGREEMENT.

Non-parties

102. PARTIES do not intend this AGREEMENT to create a third party beneficiary or define duties, obligations, or rights for entities not signatory to this AGREEMENT. PARTIES do not intend this AGREEMENT to affect their legal liability by imposing any standard of care for fulfilling the WORK different from the standards imposed by law.
103. PARTIES will not assign or attempt to assign obligations to entities not signatory to this AGREEMENT without an amendment to this AGREEMENT.

Ambiguity and Performance

104. Neither PARTY will interpret any ambiguity contained in this AGREEMENT against the other PARTY. PARTIES waive the provisions of California Civil Code, Section 1654.

A waiver of a PARTY's performance under this AGREEMENT will not constitute a continuous waiver of any other provision.

105. A delay or omission to exercise a right or power due to a default does not negate the use of that right or power in the future when deemed necessary.

Defaults

106. If any PARTY defaults in its performance of the WORK, a non-defaulting PARTY will request in writing that the default be remedied within thirty (30) calendar days. If the defaulting PARTY fails to do so, the non-defaulting PARTY may initiate dispute resolution.

Dispute Resolution

107. PARTIES will first attempt to resolve AGREEMENT disputes at the PROJECT team level as described in the Quality Management Plan. If they cannot resolve the dispute themselves, the CALTRANS District Director and the Executive Officer of COUNTY will attempt to negotiate a resolution. If PARTIES do not reach a resolution, PARTIES' legal counsel will initiate mediation. PARTIES agree to participate in mediation in good faith and will share equally in its costs.

Neither the dispute nor the mediation process relieves PARTIES from full and timely performance of the WORK in accordance with the terms of this AGREEMENT. However, if any PARTY stops fulfilling its obligations, any other PARTY may seek equitable relief to ensure that the WORK continues.

Except for equitable relief, no PARTY may file a civil complaint until after mediation, or forty-five (45) calendar days after filing the written mediation request, whichever occurs first.

PARTIES will file any civil complaints in the Superior Court of the county in which the CALTRANS District Office signatory to this AGREEMENT resides or in the Superior Court of the county in which the PROJECT is physically located.

108. PARTIES maintain the ability to pursue alternative or additional dispute remedies if a previously selected remedy does not achieve resolution.

Prevailing Wage

109. When WORK falls within the Labor Code § 1720(a)(1) definition of "public works" in that it is construction, alteration, demolition, installation, or repair; or maintenance work under Labor Code § 1771, PARTIES will conform to the provisions of Labor Code §§ 1720-1815, and all applicable provisions of California Code of Regulations, Title 8, Division 1, Chapter 8, Subchapter 3, Articles 1-7. PARTIES will include prevailing wage requirements in contracts for public work and require contractors to include the same prevailing wage requirements in all subcontracts.

Work performed by a PARTY's own employees is exempt from the Labor Code's Prevailing Wage requirements.

If WORK is paid for, in whole or part, with federal funds and is of the type of work subject to federal prevailing wage requirements, PARTIES will conform to the provisions of the Davis-Bacon and Related Acts, 40 U.S.C. §§ 3141-3148.

When applicable, PARTIES will include federal prevailing wage requirements in contracts for public works. WORK performed by a PARTY's employees is exempt from federal prevailing wage requirements.

SIGNATURES

PARTIES are authorized to enter into this AGREEMENT and have delegated to the undersigned the authority to execute this AGREEMENT on behalf of the respective agencies and hereby covenants to have followed all the necessary legal requirements to validly execute this AGREEMENT. By signing below, the PARTIES each expressly agree to execute this AGREEMENT electronically.

The PARTIES acknowledge that executed copies of this AGREEMENT may be exchanged by facsimile or email, and that such copies shall be deemed to be effective as originals.

STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION

Dennis T. Agar

Dennis T. Agar
District Director

Verification of funds and authority:

M. Ishaya

Michelle Ishaya
District Budget Manager

Certified as to financial terms and policies:

Nadine Karavan

Nadine Karavan
HQ Accounting Supervisor

MARIPOSA COUNTY

Rosemarie Smallcombe

Rosemarie Smallcombe (Aug 3, 2022 15:00 PDT)

Rosemarie Smallcombe
Board of Supervisor

Approved as to form and procedure:

Steven W. Dahlem

Steven W. Dahlem (Aug 8, 2022 11:17 PDT)

Steve Dahlem
County Counsel

FUNDING SUMMARY NO. 01

<u>FUNDING TABLE</u> v. 112							
<u>IMPLEMENTING AGENCY</u> →			<u>COUNTY</u>	<u>COUNTY</u>	<u>COUNTY</u>		
Source	Party	Fund Type	PA&ED	PS&E	CONST. SUPPORT	CONST. CAPITAL	Totals
STATE	CALTRANS	CLEAN CALIF	50,000	50,000	50,000	700,000	850,000
Totals			50,000	50,000	50,000	700,000	850,000

v 2221								
<u>SPENDING SUMMARY</u>								
Fund Type	PA&ED		PS&E		CONST. SUPPORT		CONST. CAPITAL	Totals
	CALTRANS	COUNTY	CALTRANS	COUNTY	CALTRANS	COUNTY	COUNTY	
CLEAN CALIF		50,000	0	50,000	0	50,000	700,000	850,000
Totals	0	50,000	0	50,000	0	50,000	700,000	850,000

Funding

1. If there are insufficient funds available in this AGREEMENT to place the PROJECT right-of-way in a safe and operable condition, the appropriate IMPLEMENTING AGENCY will fund these activities until such time as PARTIES amend this AGREEMENT.

That IMPLEMENTING AGENCY may request reimbursement for these costs during the amendment process.

2. If there are insufficient funds in this AGREEMENT to implement the obligations and responsibilities of this AGREEMENT, including the applicable commitments and conditions included in the PROJECT environmental documentation, permits, agreements, and/or approvals that are in effect at a time that WORK stops, each PARTY accepts responsibility to fund their respective WORK until such time as PARTIES amend this AGREEMENT.

Each PARTY may request reimbursement for these costs during the amendment process.

3. The cost of any engineering support performed by CALTRANS includes all direct and applicable indirect costs. CALTRANS calculates indirect costs based solely on the type of funds used to pay support costs. State and federal funds administered by CALTRANS are subject to the current Program Functional Rate. All other funds are subject to the current Program Functional Rate and the current Administration Rate. The Program Functional Rate and Administration Rate are adjusted periodically.

In accordance with California Senate Bill 848, the Administration Rate is capped at 10 percent until January 1, 2023, for Self-Help Counties with a countywide sales tax measure dedicated to transportation improvements.

4. If the WORK is funded with state or federal funds, any PARTY seeking CALTRANS reimbursement of indirect costs must submit an indirect cost rate proposal and central service cost allocation plan (if any) in accordance with Local Assistance Procedures Manual, 2 CFR, Part 200 and Chapter 5. These documents are to be submitted annually to CALTRANS' Audits and Investigations for review and acceptance prior to CALTRANS' reimbursement of indirect costs.

5. Travel, per diem, and third-party contract reimbursements for WORK are to be paid from the funds in this AGREEMENT only after the contractor performs the work and incurs said costs.

Payments for travel and per diem will not exceed the rates paid rank and file state employees under current California Department of Human Resources (CalHR) rules current at the effective date of this AGREEMENT.

If COUNTY invoices for rates in excess of CalHR rates, COUNTY will fund the cost difference and reimburse CALTRANS for any overpayment.

6. Notwithstanding the terms of this AGREEMENT, PARTIES agree to abide by the funding guidelines for all contributed funds that are programmed and allocated by the Clean California Program.

Invoicing and Payment

7. PARTIES will invoice for funds where the SPENDING SUMMARY shows that one PARTY provides funds for use by another PARTY. PARTIES will pay invoices within forty-five (45) calendar days of receipt of invoice when not paying with Electronic Funds Transfer (EFT). When paying with EFT, COUNTY will pay invoices within five (5) calendar days of receipt of invoice.
8. If COUNTY has received EFT certification from CALTRANS then COUNTY will use the EFT mechanism and follow all EFT procedures to pay all invoices issued from CALTRANS.
9. When a PARTY is reimbursed for actual cost, invoices will be submitted each month for the prior month's expenditures. After all PROJECT COMPONENT WORK is complete, PARTIES will submit a final accounting of all PROJECT COMPONENT costs. Based on the final accounting, PARTIES will invoice or refund as necessary to satisfy the financial commitments of this AGREEMENT.
10. If an executed Program Supplement Agreement (PSA) or STIP Planning, Programming, and Monitoring Program Fund Transfer Agreement (PPM) exists for this PROJECT then COUNTY will abide by the billing and payment conditions detailed for the fund types identified in the PSA or PPM.

11. If CALTRANS reimburses COUNTY for any costs later determined to be unallowable, COUNTY will reimburse those funds.

Project Approval and Environmental Document (PA&ED)

12. COUNTY will invoice and CALTRANS will reimburse for actual costs incurred and paid.

Plans, Specifications, and Estimate (PS&E)

13. COUNTY will invoice and CALTRANS will reimburse for actual costs incurred and paid.

CONSTRUCTION Support

14. COUNTY will invoice and CALTRANS will reimburse for actual costs incurred and paid.

CONSTRUCTION Capital

15. COUNTY will invoice and CALTRANS will reimburse for actual costs incurred and paid.

COOPERATIVE AGREEMENT COVER SHEET

Funding Summary Amendment – Funding Summary No. 02

Agreement Amendment No. 01

Work Description

PLAN, COORDINATE AND INSTALL GATEWAY MONUMENTS WITH ASSOCIATED LANDSCAPE SPACES ON SR 140 AT THE NORTH AND SOUTH JUNCTIONS WITH SR 49 IN TOWN OF MARIPOSA. ADDITIONALLY, SEVERAL MURALS ARE PROPOSED TO BE IMPLEMENTED ALONG WITH A LANDSCAPED PORTLET ON SR 140 WITHIN THE TOWN LIMITS.

Contact Information

CALTRANS

Sam Sherman, Project Manager

1976 E. Dr. Martin Luther King Jr. Blvd.

Stockton, CA 95205

Office Phone: (209) 482-2575

Email: sam.sherman@dot.ca.gov

MARIPOSA COUNTY

Mikey Goralnik, Community Design and Development Planner

5100 Bullion Street

Mariposa, CA 95338

Office Phone: (209) 742-1222

Email: mgoralnik@mariposacounty.org

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AMENDMENT NO. 01

FUNDING SUMMARY NO. 02

1. PARTIES, in accordance with the provisions of this AGREEMENT, hereby amend this AGREEMENT by replacing Funding Summary No. 01 in its entirety with Funding Summary No. 02.
2. Funding Summary No. 2 to move \$26,945 from Construction Support to PS&E Support. Increase Construction Capital from \$700,000 to \$715,017.

<u>FUNDING TABLE</u> v. 112							
<u>IMPLEMENTING AGENCY</u> →			<u>COUNTY</u>	<u>COUNTY</u>	<u>COUNTY</u>		
Source	Party	Fund Type	PA&ED	PS&E	CONST. SUPPORT	CONST. CAPITAL	Totals
STATE	CALTRANS	CLEAN CALIF	50,000	76,945	23,055	715,017	865,017
Totals			50,000	76,945	23,055	715,017	865,017

v 2221								
<u>SPENDING SUMMARY</u>								
Fund Type	PA&ED		PS&E		CONST. SUPPORT		CONST. CAPITAL	Totals
	CALTRANS	COUNTY	CALTRANS	COUNTY	CALTRANS	COUNTY	COUNTY	
CLEAN CALIF	0	50,000	0	76,945	0	23,055	715,017	865,017
Totals	0	50,000	0	76,945	0	23,055	715,017	865,017

Funding

3. If there are insufficient funds available in this AGREEMENT to place the PROJECT right-of-way in a safe and operable condition, the appropriate IMPLEMENTING AGENCY will fund these activities until such time as PARTIES amend this AGREEMENT.

That IMPLEMENTING AGENCY may request reimbursement for these costs during the amendment process.

4. If there are insufficient funds in this AGREEMENT to implement the obligations and responsibilities of this AGREEMENT, including the applicable commitments and conditions included in the PROJECT environmental documentation, permits, agreements, and/or approvals that are in effect at a time that WORK stops, each PARTY accepts responsibility to fund their respective WORK until such time as PARTIES amend this AGREEMENT.

Each PARTY may request reimbursement for these costs during the amendment process.

5. The cost of any engineering support performed by CALTRANS includes all direct and applicable indirect costs. CALTRANS calculates indirect costs based solely on the type of funds used to pay support costs. State and federal funds administered by CALTRANS are subject to the current Program Functional Rate. All other funds are subject to the current Program Functional Rate and the current Administration Rate. The Program Functional Rate and Administration Rate are adjusted periodically.
6. If the WORK is funded with state or federal funds, any PARTY seeking CALTRANS reimbursement of indirect costs must submit an indirect cost rate proposal and central service cost allocation plan (if any) in accordance with Local Assistance Procedures Manual, 2 CFR, Part 200 and Chapter 5. These documents are to be submitted annually to CALTRANS' Audits and Investigations for review and acceptance prior to CALTRANS' reimbursement of indirect costs.
7. Travel, per diem, and third-party contract reimbursements for WORK are to be paid from the funds in this AGREEMENT only after the contractor performs the work and incurs said costs.

Payments for travel and per diem will not exceed the rates paid rank and file state employees under current California Department of Human Resources (CalHR) rules current at the effective date of this AGREEMENT.

If COUNTY invoices for rates in excess of CalHR rates, COUNTY will fund the cost difference and reimburse CALTRANS for any overpayment.

8. Notwithstanding the terms of this AGREEMENT, PARTIES agree to abide by the funding guidelines for all contributed funds that are programmed and allocated by the CTC.

Invoicing and Payment

9. PARTIES will invoice for funds where the SPENDING SUMMARY shows that one PARTY provides funds for use by another PARTY. PARTIES will pay invoices within forty-five (45) calendar days of receipt of invoice when not paying with Electronic Funds Transfer (EFT). When paying with EFT, COUNTY will pay invoices within five (5) calendar days of receipt of invoice.
10. If COUNTY has received EFT certification from CALTRANS then COUNTY will use the EFT mechanism and follow all EFT procedures to pay all invoices issued from CALTRANS.
11. When a PARTY is reimbursed for actual cost, invoices will be submitted each month for the prior month's expenditures. After all PROJECT COMPONENT WORK is complete, PARTIES will submit a final accounting of all PROJECT COMPONENT costs. Based on the final accounting, PARTIES will invoice or refund as necessary to satisfy the financial commitments of this AGREEMENT.
12. If an executed Program Supplement Agreement (PSA) or STIP Planning, Programming, and Monitoring Program Fund Transfer Agreement (PPM) exists for this PROJECT then COUNTY will abide by the billing and payment conditions detailed for the fund types identified in the PSA or PPM.
13. If CALTRANS reimburses COUNTY for any costs later determined to be unallowable, COUNTY will reimburse those funds.
14. CALTRANS and COUNTY agree that the total amount of funds paid out to COUNTY will not exceed \$865,017.

Project Approval and Environmental Document (PA&ED)

15. COUNTY will invoice and CALTRANS will reimburse for actual costs incurred and paid.

Plans, Specifications, and Estimate (PS&E)

16. COUNTY will invoice and CALTRANS will reimburse for actual costs incurred and paid.

CONSTRUCTION Support

17. COUNTY will invoice and CALTRANS will reimburse for actual costs incurred and paid.

CONSTRUCTION Capital

18. COUNTY will invoice and CALTRANS will reimburse for actual costs incurred and paid.

Signatures

PARTIES are authorized to enter into this AGREEMENT and have delegated to the undersigned the authority to execute this AGREEMENT on behalf of the respective agencies and hereby covenants to have followed all the necessary legal requirements to validly execute this AGREEMENT. By signing below, the PARTIES each expressly agree to execute this AGREEMENT electronically.

The PARTIES acknowledge that executed copies of this AGREEMENT may be exchanged by facsimile or email, and that such copies shall be deemed to be effective as originals.

**STATE OF CALIFORNIA
DEPARTMENT OF
TRANSPORTATION****MARIPOSA COUNTY**

Dennis T. Agar
District Director

Date: _____

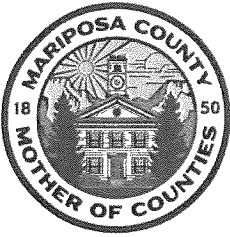
Michelle Ishaya
District Budget Manager

Lai Saephan
HQ Accounting Supervisor

Miles Menetrey
Board of Supervisor

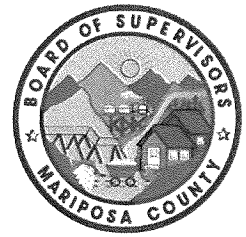
Date: _____

Steve Dahlem
County Counsel



MARIPOSA COUNTY

Planning · 209-966-5151



RESOLUTION - ACTION REQUESTED 2022-219

MEETING: April 5, 2022

TO: The Board of Supervisors

FROM: Sarah Williams, Planning Director

RE: Caltrans Cooperative Agreement // Gateways

RECOMMENDATION AND JUSTIFICATION:

Adopt a Resolution Approving the Framework for (Draft Of) a Cooperative Agreement with Caltrans District 10 for the Mariposa Gateway Enhancement Project; and Authorize the Board of Supervisors Chair to Sign the Final Agreement (Subject to Approval as to Legal Form by County Counsel).

In January 2022, Caltrans District 10 applied for funding from a state-only pool of grant money to support community design and construction of gateway elements on state rights-of-way in the Town of Mariposa. That grant application, which staff contributed to, was funded in March 2022.

The agreement is ultimately needed to accept \$1,000,000 in grant funds from Caltrans District 10 to install gateway elements, such as public art, signage, and other similar features, on the Caltrans right-of-way in the Town of Mariposa. The project would also support the installation of at least two murals in the Town of Mariposa that relate to the themes, materials, and other aesthetic qualities of the gateway elements.

A significant portion of the funds would be used to facilitate an extensive community engagement process throughout the summer and early fall of 2022, whereby the community would comment on and select from a variety of conceptual alternatives that explore different components of local sense of place, such as native plants, animals, human history, and/or a combination of these and other topics. In addition to significant participation from the wider community, the project would be driven by the County's Creative Placemaking Strategy Advisory Committee, which will be instrumental in developing and implementing the larger community engagement program.

The project is a direct implementation of several important community planning and design initiatives, especially the Creative Placemaking Strategy and Economic Vitality Strategy. Indeed, the project builds on both the recommendations and preliminary community design work that facilitated the Creative Placemaking Strategy's interactive, art-driven community planning process. As such, staff recommends

pursuing a sole source procurement pathway to hire Atlas Lab, the contractor who led the Creative Placemaking Strategy work, to lead the planning, design, and implementation of the proposed effort.

Under this arrangement, Atlas Lab and their subcontractors would conduct the community design, outreach, design development, and construction administration work (including providing a resident engineer), while construction and fabrication tasks would be completed by a general contractor selected through a public bidding process. The details of these contracts would be the subject of a later Board item and discussion.

The draft agreement language has been provided to the County by Caltrans headquarters for the County's review. Being a State Agreement, the County will need to sign a final version of the agreement, before Caltrans executes the agreement.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

On January 11, 2022, the Board approved RES-2022-25, which authorized the submittal of an application to the Caltrans Clean California Local Grant Program to fund the Downtown Mariposa Mural Project. While that proposal, which would have supported the installation of six murals in strategic locations in town, was not funded, the District has decided to fold elements of that previous proposal into the current proposal.

On August 17, 2021, the Board approved RES-2021-48, which approved the Creative Placemaking Strategy, finding the project is exempt from CEQA; and authorized County departments and agencies to pursue implementing its recommendations.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Negative action would result in the County potentially missing out on \$1M in grant funds from Caltrans for implementing key elements of the Creative Placemaking Strategy, Economic Vitality Strategy, Mariposa Creek Parkway Master Plan, and other important community planning initiatives.

FINANCIAL IMPACT:

If signed, the completed agreement would authorize the County to receive supplemental funding from Caltrans in the amount of \$1,000,000.

ATTACHMENTS:

211008 Potential Gateway Locations_Elements (PDF)

220321 Attachments_Local Plans (PDF)

220321 Memo for Sole Source (PDF)

220130 Caltrans Grant Application__ (PDF)

Draft Agreement 10-0546_EA 1P570_Clean CA_3.18.21_SS (PDF)

DRAFT Resolution (PDF)

RESULT: **ADOPTED [UNANIMOUS]**

MOVER: Wayne Forsythe, District IV Supervisor

SECONDER: Tom Sweeney, District II Supervisor

AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

**STATE OF CALIFORNIA
COUNTY OF MARIPOSA
BOARD OF SUPERVISORS**

Resolution No. 22-219 A RESOLUTION APPROVING THE FRAMEWORK OF (DRAFT FOR) A COOPERATIVE AGREEMENT WITH CALTRANS DISTRICT 10 FOR THE MARIPOSA GATEWAY ENHANCEMENT PROJECT AND AUTHORIZING THE CHAIR OF THE BOARD TO EXECUTE A FINAL AGREEMENT UPON RECEIPT FROM CALTRANS AND FOLLOWING REVIEW BY COUNTY COUNSEL FOR LEGAL SUFFICIENCY.

WHEREAS, several of the General Plan Elements, including the Economic Development, Arts and Culture, and Regional Tourism Elements, contain goals, policies, and programs that weave together economic development objectives with efforts to enhance and celebrate Mariposa County's identity and sense of place – a process known as Creative Placemaking; and

WHEREAS, Resolution No. 2018-26 established the Creative Placemaking Strategy Advisory Committee (CPSAC) to initiate the development of a coordinated plan to achieve General Plan goals, policies and implementation measures related to Creative Placemaking; and

WHEREAS, the CPSAC played an integral role in the development of that coordinated plan (the Creative Placemaking Strategy [CPS]), and the CPSAC endorses the final document.; and

WHEREAS, the CPS used extensive stakeholder engagement to articulate a community vision for future creative placemaking initiatives in Mariposa County, and recommends a variety of programs, policies, and projects to achieve that vision; and

WHEREAS, Resolution No. 2021-48 approved the CPS and authorized county departments and agencies to pursue implementing its recommendations; and

WHEREAS, the Caltrans District 10 Mariposa Gateway Enhancement Project is an effective and exciting opportunity to implement many of the CPS' recommendations; and

WHEREAS, a cooperative agreement with Caltrans District 10 is necessary for the Mariposa Gateway Enhancement Project to move forward; and

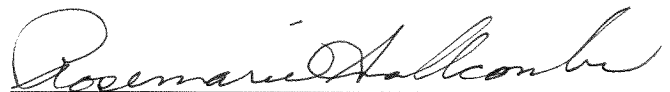
WHEREAS, Caltrans District 10 has requested that the Board of Supervisors review the framework of the cooperative agreement prior to finalizing the agreement.

NOW THEREFORE BE IT RESOLVED, that the Board of Supervisors does hereby approve the framework for (draft of) of a cooperative agreement with Caltrans District 10 for the Mariposa Gateway Enhancement Project; and

BE IT FURTHER RESOLVED, that the Board of Supervisors authorizes the Chair of the Board of Supervisors to execute a Final Agreement upon receipt from Caltrans and following final review by County Counsel for legal sufficiency.

ON MOTION BY Supervisor Forsythe, seconded by Supervisor Sweeney, this resolution is duly passed and adopted this 5th day of April 2022 by the following vote:

AYES: SMALLCOMBE, SWEENEY, LONG, FORSYTHE, MENETREY
NOES: NONE
EXCUSED: NONE
ABSTAIN: NONE



Rosemarie Smallcombe, Chair
Board of Supervisors

ATTEST:



Keith Williams, Interim Clerk of the Board

APPROVED AS TO FORM:



Steven W. Dahlem, County Counsel



MARIPOSA COUNTY

Board of Supervisors



Agenda Item – No Resolution Requested

MEETING: September 12, 2023
TO: The Board of Supervisors
FROM: Steve Engfer, Planning Director
RE: Accept Resignation and Recognize the Service of Burt Collins on the Historical Sites and Records Preservation Commission; and Appoint Richard Westfall to the Historic Sites and Records Preservation Commission as an At Large member with a Term Expiring February 28, 2026

RECOMMENDATION AND JUSTIFICATION

Accept Resignation and Recognize the Service of Burt Collins on the Historical Sites and Records Preservation Commission; and Appoint Richard Westfall to the Historic Sites and Records Preservation Commission as an At Large member with a Term Expiring February 28, 2026.

Westfall met the qualifications and has expressed interest in serving on this commission.

There is currently One Vacancy, and Two Qualified Applicants (Westfall and Erica Wolfsen). Because there were two applicants for one vacancy, the application review procedure was conducted through the Clerk of the Board's Office, per Policy Specific Guidelines, Procedures and Standing Rules for County Advisory Boards, Commissions and Committees Resolution 2022-637 Section 6. 6.3. The result of the review was the recommendation to appoint Westfall.

Appointments, term expirations/vacancies have been advertised according to the Maddy Act.

BACKGROUND AND HISTORY OF BOARD ACTIONS

Collins was originally appointed on October 27, 2020 to the Historic Sites and Records Preservation Commission.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Alternatives: None, other than negative action.

Negative Action: Do not recognize the service of this member.

FINANCIAL IMPACT

None.

ATTACHMENTS

1. 230605 Westfall Redact Application

2. **230609 Wolfsen Redact Application**
3. **230606 HSRP Vacancy 1**



MARIPOSA COUNTY

Board of Supervisors



Agenda Item – No Resolution Requested

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TO: The Board of Supervisors
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FINANCIAL IMPACT

None.

ATTACHMENTS

1. 230605 Westfall Redact Application

2. 230609 Wolfsen Redact Application
3. 230606 HSRP Vacancy 1

VOTE RESULT

RESULT: **Adopted (UNANIMOUS)**

MOVER: District I Supervisor Rosemarie Smallcombe

SECONDER: District II Supervisor Shannon Poe

AYES: District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe



RECEIVED

JUN 05 2023

BOARD OF SUPERVISORS

County of Mariposa

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

(209) 966-3222

Application for Appointment to Mariposa County
BOARDS, COMMISSIONS AND COMMITTEES

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

Name of Board, Commission or Committee for which you are applying:

Historical Sites

Supervisory District in which you Reside:

3

Length of Residency in the County:

40+

First Name:

RICHARD

Last Name:

WOSTFALL

Mailing Address:

Email Address:

Are you Over 18 Years of Age:

yes

Employment Status:

RETIRED

Employer's Name:

N/A

Employer's Address:

Day Telephone Number:

Cell Phone Number:

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

- 6th Generation Mariposa
- want to protect and promote our historical sites & past.
- we have lost a lot of what is precious what we have

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

- Mariposa Town Cemetery - current
- CATHOLIC VARIOUS PLEASURES - current
- past member of Historical Sites

INSTRUCTIONS

Completely fill out this form,
sign and return to:

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

NOTE: THIS DOCUMENT IS SUBJECT TO PUBLIC INSPECTION

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

- PRESENT CATHOLIC VALLEY HISTORICAL SOCIETY
- BOAR OF MAY OF MARIPOSA FARMHOUSE FAMILIES
- BOARD OF DIRECTORS SOCIETY OF CAT PRISONERS
- HELPED SAVE CATHOLIC VALLEY SCHOOLHOUSE
- HELPED BUILD CATHOLIC VALLEY ENVIRONMENT

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

NO If Yes, please explain:

Resumé
Attached:

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

open

Do you have transportation?

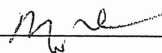
yes

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

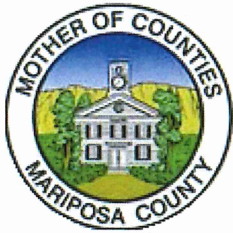
I certify that the above information is true and correct, and I authorize the verification of the information in this application in the event I am a finalist for the appointment.

Dated: 05/22/23

Signature:



NOTE: THIS DOCUMENT IS SUBJECT TO PUBLIC INSPECTION



County of Mariposa

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

(209) 966-3222

Application for Appointment to Mariposa County BOARDS, COMMISSIONS AND COMMITTEES

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

Name of Board, Commission or Committee for which you are applying:

Historic Sites & Records Preservation Commission

Supervisory District in which you Reside:

District 2

Length of Residency in the County:

Seven years full time

First Name:

Erica

Last Name:

Wolfsen

Mailing Address:

Email Address:

Are you Over 18 Years of Age:

Employment Status: Independent Contractor

Employer's Name:

Self -Employed

Employer's Address:

Day Telephone Number:

Cell Phone Number:

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

The Northern Mariposa County History Center and citizens of the north side of Mariposa County would like to be more involved and informed about the preservation of historic sites. As a citizen of Coulterville, I would like to see that the historic downtown buildings maintain their gold rush era charm, both to promote tourism and to preserve history.

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

Board Member, Creative Placemaking Advisory Committee, 2021- Present
Board Member, Northern Mariposa County History Center, 2022 - Present
Officer, Independent Order Of Odd Fellows Lodge #104, 2022 - Present
Board Member, Coulterville Community Club, 2023 - Present

INSTRUCTIONS

Completely fill out this form,
sign and return to:

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

NOTE: THIS DOCUMENT IS SUBJECT TO PUBLIC INSPECTION

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

As an active member of the Northern Mariposa County History Center, I have researched and designed numerous displays and pamphlets to illuminate the rich history of Northern Mariposa County. As chair of the Children's Committee, I am currently creating a Gold Panning Experience to increase tourism and promote the gold rush history of Coulterville.

As a part time employee of the Mariposa County Tourism Board, I manage Coulterville's Visitor Center. In this position, I have generated original maps and historic summaries to illuminate the importance of this once booming area. I answer questions about the area's history to curious visitors.

As a member of the Haigh family, a sixth-generation cattle ranch in Coulterville, I have a vested interest in preserving our way of life and the historic features of the town for future generations to enjoy.

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

If Yes, please explain:

Resumé
Attached:

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

Monday mornings

Do you have transportation?

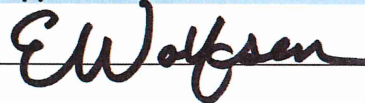
Yes

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

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

Dated: 6-9-23

Signature:



NOTE: THIS DOCUMENT IS SUBJECT TO PUBLIC INSPECTION

Erica Wolfsen

Accomplished artist and educator seeking a position that will benefit from my strong academic preparation, diversified art experience, driving work ethic, and commitment to exceeding my customers expectations.

JOB DUTIES / ACCOMPLISHMENTS

- Built, implemented and taught comprehensive art program for grades P-12.
- Developed and implemented drawing and painting lessons for seniors, including dementia patients.
- Created an arts education blog and YouTube page with all original arts education content.
- Designed and taught AP Studio Art Class.

EXPERIENCE

- Social Media, Cartographer, and Desk Attendant, Coulterville Visitor Center, 2020 - Present
- Painting Instructor, Rush Creek and Evergreen Lodge, 2019 - Present
- Painting Instructor, Brush & Cork, Sonora CA, 2019 - 2021
- Art Director, Huntington Beach Hebrew Academy, 2008 - 2017
- Chai Tots Preschool, Painting and Drawing Instructor, 2013 - 2017
- Fine Art Instructor, Young Rembrandts, 2007 - 2014
- Fine Art Instructor, A Brush of Art, 2009-2011
- Jefferson Elementary School, 4th grade art class for special education and ESL students, San Diego CA, 2006-2007
- Fine art instructor, Devine Gallery, 2005-2006

ONLINE ARTIST AND EDUCATOR

- Articles and photography promoting Coulterville and the County of Mariposa
<https://www.facebook.com/coultervillevisitorscenter>
- Educational videos and animations <https://www.youtube.com/user/MsWolsen>
- Wolfsen Original Fine Art <http://instagram.com/wolsenart>

EDUCATION

Bachelor of Fine Arts, University of California San Diego, 2007

Associates Degree and Certificate in Communication, San Diego City College, 2005

Coronado School of the Arts, San Diego USD Charter High School, 2000

Mariposa County
Planning Department

STEVE ENGFER
Planning Director



5100 Bullion Street
PO Box 2039
Mariposa, CA 95338
209-966-5151 FAX 209-742-5024
www.mariposacounty.org
sengfer@mariposacounty.org

NOTICE OF ONE (1) VACANCY ON THE
HISTORIC SITES AND RECORDS PRESERVATION COMMISSION

One (1) At Large vacancy currently exists on the Historic Sites and Records Preservation Commission.

The purpose of this Commission is to perform duties and responsibilities as set forth in Section 2.90.060 of the Mariposa County Code, including but not limited to:

- Maintaining a system for survey and inventory of historic properties.
- Overseeing the compiling, recording, and updating of information on cultural and historic resources within the county.
- Maintaining the official "Mariposa County List of Buildings or Structures, Sites and other Historical Resources with Special Historical or Architectural Significance".
- Publication of procedural rules for registering historic properties which are identified in the county historic and cultural resources survey program in the National Register of Historic Places in accordance with the requirements of the National Historic Preservation Act, section 101(c)(2).
- Reviewing all discretionary private development projects which may impact an historic or archaeological site in the county upon referral from the board of supervisors, planning commission, or a county department head.
- Reviewing all public projects undertaken by the county or other government agency which may impact an historic or archaeological site upon referral from the board of supervisors or a county department head.
- Reviewing county policies and ordinances which regulate or affect historic or archaeological sites and may make recommendations to the board on historic site preservation policies and ordinances.
- Review new names proposed for roads in the county-maintained system for historical significance and may make recommendations to the board of supervisors on the proposed road name.
- Evaluation of county records for measures to preserve such historical records.
- Recommendations to the board of supervisors measures designed to preserve and/or restore the integrity of historic buildings, structures, sites, and other historical resources.

Refer to Ordinance 1157 for complete description of duties and responsibilities.

The Commission is an advisory group to the Mariposa County Board of Supervisors. Appointment terms are for three years and expire the last day of February. Members shall have a demonstrated interest and/or knowledge of Mariposa County History and/or historic preservation.

Persons interested in serving on the Committee should complete an application which can be obtained at either the Mariposa County Planning Department or the Clerk of the Board's Office or can be found on-line at: <http://www.mariposacounty.org/DocumentCenter/View/39675/Committees-Application---blank-fillable?bidId=>

Completed applications need to be sent to Danielle Bondshu, Clerk of the Board, by mail at P. O. Box 784, Mariposa, CA 95338

Posting Locations for this notice:
Mariposa History Center
Mariposa County Clerk
Mariposa County Library
Mariposa County Planning
Notice Date: 6/8/23

Mariposa County Courthouse
Northern Mariposa County History Center
www.mariposacounty.org/planning

Deadline for Submission: Until filled



MARIPOSA COUNTY

Board of Supervisors



RESOLUTION - ACTION REQUESTED 2023-491

MEETING: September 12, 2023

TO: The Board of Supervisors

FROM: Ryan Oliphant, Chief Probation Officer

RE: Approve an Agreement with Today is a New Day Recovery Home for Substance Abuse Clients Referred by Mariposa County Probation Department in an Amount not to Exceed \$405,000 (\$81,000 per year for 5 years); and Authorize the Board of Supervisors Chair to Sign the Agreement

RECOMMENDATION AND JUSTIFICATION

Approve an Agreement with Today is a New Day Recovery Home for Substance Abuse Clients Referred by Mariposa County Probation Department in an Amount not to Exceed \$405,000 (\$81,000 per year for 5 years); and Authorize the Board of Supervisors Chair to Sign the Agreement.

Mariposa County does not operate residential recovery facilities and therefore contracts for such services. There is a need for residential sober living support for those individuals who desire help but cannot stay clean and sober through other means of support, such as utilization of groups offered in the recovery community, traditional counseling services and Heritage House.

Today is a New Day Recovery Home will be paid a monthly rate of \$6,750 (Annual rate of \$81,000) to secure 3 beds in the sober living homes, inclusive of all services. If the County does not fill all three beds they shall either remain open for future enrollment for County referrals, or sold back to the program at the daily rate of \$75.00 per day or \$2,250 per month, if filled by a participant not referred by the County. In the event that additional beds beyond the three are needed by the County, a daily rate of \$75.00, prorated when appropriate, or a monthly fee of \$2,250 per person will be paid to the Program.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The current Agreement for Today is a New Day Recovery Home was approved by the Board of Supervisors on June 13, 2022; Resolution #2022-381.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

The need for residential care for substance abuse clients remains strong for the upcoming fiscal year and beyond. If this agreement is not approved, the Probation Department may not be able to provide this service to its clients.

FINANCIAL IMPACT

There will be no impact to the General Fund; treatment services are included in the Probation Departments budget under AB 109 funding (Community Corrections - 3432).

ATTACHMENTS

- 1. COI's Today Is A New Day**
- 2. Today is a New Day Contract Revised 9-23**



MARIPOSA COUNTY

Board of Supervisors



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ATTACHMENTS

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- 2. Today is a New Day Contract Revised 9-23**

VOTE RESULT

RESULT: **Adopted (UNANIMOUS)**

MOVER: District IV Supervisor Wayne Forsythe

SECONDER: District I Supervisor Rosemarie Smallcombe

AYES: District II Supervisor Poe, District I Supervisor Smallcombe, District IV Supervisor Forsythe, District V Supervisor Menetrey, District III Supervisor Toso



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/29/2023

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 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 Van Wagner Agency 135 Crossways Park Drive P.O. Box 9017 Woodbury NY 11797		CONTACT NAME: PHONE (A/C, No, Ext): 800-735-1588 FAX (A/C, No): 888-290-0302 E-MAIL ADDRESS: vanwagnerinsurance@sterlingrisk.com	
License#: BR-1418528 TODAISA-01		INSURER(S) AFFORDING COVERAGE	
INSURED Today Is A New Day Recover Home 9985 A Ernst Road Coulterville CA 95311		NAIC # 16691	
		INSURER A: Great American Insurance Company	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES**CERTIFICATE NUMBER:** 1036215077**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 ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☒ LOC OTHER:			GLP 435-91-20-01	3/14/2023	3/14/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB ☐ DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability			GLP 435-91-20-01	3/14/2023	3/14/2024	Each Occurrence 1,000,000 Aggregate 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder is included as Additional Insured as required by written contract with respects to services provided by Named Insured.

CERTIFICATE HOLDER**CANCELLATION**County of Mariposa
5100 Bullion Street
Mariposa CA 95338

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

DATE (MM/DD/YYYY)
7/12/2023

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 Inszone Insurance Services, LLC 2721 Citrus Road, Suite A Rancho Cordova, CA 95742	CONTACT Tyler Strange NAME: PHONE (A/C, No, Ext): (877) 308-9663 FAX (A/C, No): (916) 503-6271 E-MAIL ADDRESS: info@inszoneins.com	
INSURED Today Is A New Day Recovery Home, Inc. 9985A Ernst Rd. Coulterville, CA 95311	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : State Compensation Ins Fund	35076
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

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	
	COMMERCIAL GENERAL LIABILITY							EACH OCCURRENCE	\$
	☐	CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
								MED EXP (Any one person)	\$
								PERSONAL & ADV INJURY	\$
	GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$
	☐	POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	\$
	☐ OTHER:								\$
	AUTOMOBILE LIABILITY							COMBINED SINGLE LIMIT (Ea accident)	\$
	☐	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 \$							\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY - ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N ☐ Y	N/A Y	9342468-2023	7/13/2023	7/13/2024	X PER STATUTE ☐ OTH-ER ☐	
								E.L. EACH ACCIDENT	\$ 1,000,000
								E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
								E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

THIS CERTIFICATE IS PROVIDED AS PROOF OF INSURANCE	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 <i>Tyler Strange</i>

GEICO General Insurance Company

Certificate of Insurance

P.O. Box 509090
San Diego, CA 92150-9090

Named Insured and Address:

JERRY D JOHNSON AND BARBARA J
JOHNSON
9985 ERNST RD
COULTERVILLE CA 95311-9568

Date of Certificate: 01-06-23

Policy Number: 4426-48-08-79

Policy Period: 02-09-23 to 08-09-23

(12:01 A.M. Local Time) (12:01 A.M. Local Time)

Name and Address:

TODAY IS A NEW DAY RECOVERY HO
9985 ERNST RD
COULTERVILLE CA 95311

This Certificate of Insurance does not amend, extend, or alter the coverage afforded by this policy.

During the term of coverages provided, the Company and the Insured shall be bound by the provisions of the policy (or policies) of insurance in current use by the Company in the state.

This is to certify that the captioned policy includes the limits specified herein for each person and for each occurrence under the Bodily Injury Liability Coverage; the limits specified herein for each occurrence under the Property Damage Liability Coverage.

Description of Vehicle: 2019 Chev 1GAZGPF6K1193955

COVERAGE

LIMITS OF COVERAGE

Bodily Injury Liability \$ 1MM M and \$ 1MM M
(Each Person) (Each Occurrence)

Property Damage Liability \$ 100M
(Each Occurrence)

INTERESTED PARTY

We agree to provide you with written notice of termination in the event this policy becomes cancelled. Notice provided may be more than ten (10) days, but not less than ten (10) days.

GEICO General Insurance Company

Certificate of Insurance

P.O. Box 509090
San Diego, CA 92150-9090

Named Insured and Address:

JERRY D JOHNSON AND BARBARA J
JOHNSON
9985 ERNST RD
COULTERVILLE CA 95311-9568

Date of Certificate: 01-06-23

Policy Number: 4426-48-08-79

Policy Period: 02-09-23 to 08-09-23

(12:01 A.M. Local Time) (12:01 A.M. Local Time)

Name and Address:

TODAY IS A NEW DAY RECOVERY HO
9985 ERNST RD
COULTERVILLE CA 95311

This Certificate of Insurance does not amend, extend, or alter the coverage afforded by this policy.

During the term of coverages provided, the Company and the insured shall be bound by the provisions of the policy (or policies) of insurance in current use by the Company in the state.

This is to certify that the captioned policy includes the limits specified herein for each person and for each occurrence under the Bodily Injury Liability Coverage; the limits specified herein for each occurrence under the Property Damage Liability Coverage.

Description of Vehicle: 2002 Toyota 5TDBT48A52S121546

COVERAGE

LIMITS OF COVERAGE

Bodily Injury Liability \$ 1MM M and \$ 1MM M
(Each Person) (Each Occurrence)

Property Damage Liability \$ 100M
(Each Occurrence)

INTERESTED PARTY

We agree to provide you with written notice of termination in the event this policy becomes cancelled. Notice provided may be more than ten (10) days, but not less than ten (10) days.

AGREEMENT FOR RESIDENTIAL RECOVERY SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this ____ day of _____, 20__, by and between the County of Mariposa, a political subdivision of the State of California, on behalf of Mariposa County Probation Department, hereinafter referred to as "County Probation", and Today's A New Day Recovery Home hereinafter referred to as "Contractor," pursuant to the following terms and conditions.

W I T N E S S E T H:

1. TERM

The term of this Agreement shall be for a period of five (5) years, commencing on July 1, 2023 through and including June 30, 2028.

2. SERVICES

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

3. COMPENSATION

The maximum compensation payable to Contractor under this Agreement is not to exceed \$405,000 (\$81,000 per year of the contract) as set forth in Exhibit B, "Cost Proposal," which is attached hereto and incorporated herein by reference. County shall pay Contractor within thirty (30) days of receipt of an approved invoice.

4. INSURANCE

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

A. MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

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

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

(4) Professional Liability (Errors and Omissions): Insurance appropriate to Contractor's profession, with a limit of no less than \$1,000,000 per occurrence or claim, \$3,000,000 aggregate.

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

B. OTHER INSURANCE PROVISIONS

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

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

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

(3) Notice of Cancellation: Each insurance policy required above shall state that coverage shall not be canceled, except with at least thirty (30) calendar days' notice to County.

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

(5) Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by County. County may require Contractor to

purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

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

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

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

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

5. HOLD HARMLESS/INDEMNIFICATION

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

6. INDEPENDENT CONTRACTOR

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

7. PUBLIC EMPLOYEES RETIREMENT SYSTEM (CALPERS)

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

Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.

8. STATE AND FEDERAL TAXES

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

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

9. AUDITS AND INSPECTIONS

Contractor shall at any time during business hours, and as often as County may deem necessary, make available to County for examination all of its records and data with respect to the matters covered by this Agreement. Contractor shall, upon the request of County, permit County to audit and inspect all of such records and data necessary to ensure Contractor's compliance with the terms of this Agreement. If compensation to be paid by County under this Agreement exceeds Ten Thousand Dollars (\$10,000), Contractor shall be subject to the examination and audit of the California State Auditor, as provided in Government Code section 8546.7, for a period of three (3) years after final payment under this Agreement. This section survives the termination of this Agreement.

10. ASSIGNMENT

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

11. NOTICE

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

CONTRACTOR:

Today's A New Day Recovery Home
Jerry Johnson, Owner
9985 Ernst Road
Coulterville, CA 95311

COUNTY:

County of Mariposa/Mariposa County
Probation Department
P.O. Box 76
Mariposa, CA 95338

12. COMPLIANCE

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

13. PUBLIC RECORDS ACT

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

14. ENTIRE AGREEMENT AND MODIFICATION

This Agreement contains the entire agreement of the parties relating to the subject matter of this Agreement and supersedes all prior agreements and representations with respect to the subject matter hereof. This Agreement may only be modified by a written amendment hereto, executed by both parties. If there are exhibits attached hereto, and a conflict exists between the terms of this Agreement and any exhibit, the terms of this Agreement shall control.

15. ENFORCEABILITY AND SEVERABILITY

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

16. TERMINATION AND RIGHTS UPON TERMINATION

A. This Agreement may be terminated upon mutual written consent of the parties, or as a remedy available at law or in equity. In the event of the termination of this Agreement, Contractor shall be entitled to compensation for services performed acceptably up to the effective date of termination as set forth in Exhibit B.

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

C. Should Contractor default in the performance of this Agreement or materially breach any of its provisions, County, at its option, may terminate this Agreement by giving written notification to Contractor. The termination date shall be the effective date of the notice.

For the purposes of this subsection, default or material breach of this Agreement shall include, but not be limited to, any of the following: failure to perform required services in a timely manner, willful destruction of County property, dishonesty, or theft.

17. NO WAIVER

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

18. DISPUTES

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

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

19. CAPTIONS

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

20. NUMBER AND GENDER

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

21. MANDATORY AND PERMISSIVE

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

22. SUCCESSORS AND ASSIGNS

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

23. COUNTERPARTS/ELECTRONIC, FACSIMILE, AND PDF SIGNATURES

This agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA"), Cal. Civ. Code §§ 1633.1 to

1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA, as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code. Facsimile signatures or signatures transmitted via pdf document shall be treated as originals for all purposes.

24. OTHER DOCUMENTS

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

25. CONTROLLING LAW

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

26. AUTHORITY

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

27. NEGOTIATED AGREEMENT

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

28. NO RELIANCE ON REPRESENTATIONS

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

29. WARRANTY

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

30. FUNDING AVAILABILITY

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

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

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

COUNTY OF MARIPOSA

CONTRACTOR

Miles Menetrey, Chair
Board of Supervisors

Jerry Johnson, Owner
Today is a New Day Recovery Home

COUNTERSIGNED:
(Government Code §25103)

APPROVED AS TO FORM:

Danielle Bondshu
Clerk of the Board

Steven W. Dahlem
County Counsel

Exhibit A
SCOPE OF WORK

Today is a New Day Recovery home will provide two sober living homes, one for men and one for women. The services provided to participants will include:

- Room and Board
- Clean and sober family oriented residential homes, contractors will ensure the transitional housing be secure, safe, and alcohol and drug free.
- Peer Counseling
- Family Support
- Referrals to Community Partners
- Drug Court Support
- AA Meetings
- 12 Step Study
- Spiritual Recovery
- Life Skills Training and Support
- Anger Management Classes
- Hygiene Needs
- All Meals and Snacks
- Transportation to Mariposa twice per week
- Employment and Education Support
- Learning to work with animals
- An opportunity to learn job skills in various fields
- Coordination of Care with Probation

CONTRACTOR will:

- Complete a system audit annually utilizing monitoring tool
- Only accept county placements utilizing the County Referral process and official placement letter.
- Ensure that all individuals in transitional housing are engaged in Substance Use Disorder Treatment, off site, at all times during the individuals stay.
- For each county placement provide a monthly progress report to the Substance Use Disorder Supervisor
- Ensure that prior to exiting the program (either successfully or unsuccessful) that each client has a transition plan. County will make available a team meeting within 7 days of request.
- Train all staff policies and procedures regarding PHI as necessary and appropriate for them to carry out their functions in accordance with 42 CFR and HIPAA
- Provide the COUNTY a copy of statistical reports that are submitted to local, state or federal agencies for compliance or reimbursement purposes.
- All workforce members who assist in the performance of functions or activities on behalf of the Department, or access or disclose Department PHI or PI must complete information privacy and security training, at least annually, at Contractor's expense. Each workforce member who receives information privacy and security training must sign a

certification, indicating the member's name and the date on which the training was completed. These certifications must be retained for a period of six (6) years following termination of this Agreement.

A. Additional Contract Restrictions

This Contract is subject to any additional restrictions, limitations, or conditions enacted by the Congress, or any statute enacted by the Congress, which may affect the provisions, terms, or funding of this Contract in any manner.

B. Hatch Act

Contractor agrees to comply with the provisions of the Hatch Act (Title 5 USC, Sections 1501-1508), which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds

C. No Unlawful Use or Unlawful Use Messages Regarding Drugs

Contractor agrees that information produced through these funds, and which pertains to drugs and alcohol - related programs, shall contain a clearly written statement that there shall be no unlawful use of drugs or alcohol associated with the program. Additionally, no aspect of a drug or alcohol related program shall include any message on the responsible use, if the use is unlawful, of drugs or alcohol (HSC Section 11999-11999.3). By signing this Contract, Contractor agrees that it will enforce, and will require its subcontractors to enforce, these requirements.

D. Limitation on Use of Funds for Promotion of Legalization of Controlled Substances

None of the funds made available through this Contract may be used for any activity that promotes the legalization of any drug or other substance included in Schedule I of Section 202 of the Controlled Substances Act (21 USC 812).

E. Debarment and Suspension

Contractor shall not subcontract with any party listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp. p. 189) and 12689 (3 CFR part 1989., p. 235), "Debarment and Suspension." SAM exclusions contain the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The Contractor shall advise all subcontractors of their obligation to comply with applicable federal debarment and suspension regulations, in addition to the requirements set forth in 42 CFR Part 1001.

F. Restriction on Distribution of Sterile Needles

No SABG funds made available through this Contract shall be used to carry out any program that includes the distribution of sterile needles or syringes for the hypodermic injection of any illegal drug unless DHCS chooses to implement a demonstration syringe services program for injecting drug users.

G. Health Insurance Portability and Accountability Act (HIPAA) of 1996

All work performed under this Contract is subject to HIPAA, Contractor shall perform the work in compliance with all applicable provisions of HIPAA. As identified in Exhibit F, DHCS and County shall cooperate to assure mutual agreement as to those transactions between them, to which this provision applies. Refer to Exhibit F for additional information.

H. Charitable Choice

Nondiscrimination and Institutional Safeguards for Religious Providers

Contractor shall establish such processes and procedures as necessary to comply with the provisions of Title 42, USC, Section 300x-65 and Title 42, CFR, Part 54, (Reference Document 1B).

I. Counselor Certification

Any counselor or registrant providing intake, assessment of need for services, treatment or recovery planning, individual or group counseling to participants, patients, or residents in a DHCS licensed or certified program is required to be registered or certified as defined in Title 9, CCR, Division 4, Chapter 8, (Document 3H).

J. Cultural and Linguistic Proficiency

To ensure equal access to quality care by diverse populations, each service provider receiving funds from this Contract shall adopt the Federal Office of Minority Health Culturally and Linguistically Appropriate Service (CLAS) national standards (Document 3V).

K. Intravenous Drug Use (IVDU) Treatment

Contractor shall ensure that individuals in need of IVDU treatment shall be encouraged to undergo AOD treatment (42 USC 300x-23 (45 CFR 96.126(e))).

L. Tuberculosis Treatment

Contractor shall ensure the following related to Tuberculosis (TB):

1. Routinely make available TB services to each individual receiving treatment for AOD use and/or abuse.
2. Reduce barriers to patients' accepting TB treatment.
3. Develop strategies to improve follow-up monitoring, particularly after patients leave treatment, by disseminating information through educational bulletins and technical assistance.

M. Trafficking Victims Protection Act of 2000

Contractor and its subcontractors that provide services covered by this Contract shall comply with the Trafficking Victims Protection Act of 2000 (22 United States Code (USC) 7104(g)) as amended by section 1702 of Pub. L. 112-239.

N. Tribal Communities and Organizations

Contractor shall regularly assess (e.g. review population information available through Census, compare to information obtained in the California Outcome Measurement System for Treatment (CalOMS-Tx) to determine whether the population is being reached, survey Tribal representatives for insight in potential barriers, the substance use service needs of the American Indian/Alaskan Native (AI/AN) population within the County geographic area, and shall engage

in regular and meaningful consultation and collaboration with elected officials of the tribe, Rancheria, or their designee for the purpose of identifying issues/barriers to service delivery and improvement of the quality, effectiveness, and accessibility of services available to AI/NA communities within the County.

O. Byrd Anti-Lobbying Amendment (31 USC 1352)

Contractor certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Contractor shall also disclose to DHCS any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

P. Nondiscrimination in Employment and Services

By signing this Contract, Contractor certifies that under the laws of the United States and the State of California, incorporated into this Contract by reference and made a part hereof as if set forth in full, Contractor will not unlawfully discriminate against any person.

Q. Contract Monitoring

Contractor agrees to meet with Mariposa County Probation no less than 1 time monthly for contract monitoring and programmatic progress.

R. Federal Law Requirements:

1. Title VI of the Civil Rights Act of 1964, Section 2000d, as amended, prohibiting discrimination based on race, color, or national origin in federally-funded programs.
2. Title VIII of the Civil Rights Act of 1968 (42 USC 3601 et seq.) prohibiting discrimination on the basis of race, color, religion, sex, handicap, familial status or national origin in the sale or rental of housing.
3. Age Discrimination Act of 1975 (45 CFR Part 90), as amended 42 USC Sections 6101 — 6107), which prohibits discrimination on the basis of age.
4. Age Discrimination in Employment Act (29 CFR Part 1625).
5. Title I of the Americans with Disabilities Act (29 CFR Part 1630) prohibiting discrimination against the disabled in employment.
6. Title II of the Americans with Disabilities Act (28 CFR Part 35) prohibiting discrimination against the disabled by public entities.
7. Title III of the Americans with Disabilities Act (28 CFR Part 36) regarding access.
8. Section 504 of the Rehabilitation Act of 1973, as amended (29 USC Section 794), prohibiting discrimination on the basis of individuals with disabilities.
9. Executive Order 11246 (42 USC 2000(e) et seq. and 41 CFR Part 60) regarding nondiscrimination in employment under federal contracts and construction contracts greater than \$10,000 funded by federal financial assistance.
10. Executive Order 13166 (67 FR 41455) to improve access to federal services for those with limited English proficiency.
11. The Drug Abuse Office and Treatment Act of 1972, as amended, relating to nondiscrimination on the basis of drug abuse.
12. Confidentiality of Alcohol and Drug Abuse Patient Records (42 CFR Part 2).

S. State Law Requirements:

1. Fair Employment and Housing Act (Government Code Section 12900 et seq.) and the applicable regulations promulgated thereunder (2 CCR 7285.0 et seq.).
2. Title 2, Division 3, Article 9.5 of the Government Code, commencing with Section 11135.
3. Title 9, Division 4, Chapter 8 of the CCR, commencing with Section 13000.
4. No state or federal funds shall be used by the Contractor or its subcontractors for sectarian worship, instruction, or proselytization. No state funds shall be used by the Contractor or its subcontractors to provide direct, immediate, or substantial support to any religious activity.
5. Noncompliance with the requirements of nondiscrimination in services shall constitute grounds for DHCS to withhold payments under this Contract or terminate all, or any type, of funding provided hereunder.

T. Additional Contract Restrictions

1. This Contract is subject to any additional restrictions, limitations, or conditions enacted by the federal or state governments that affect the provisions, terms, or funding of this Contract in any manner.

U. Information Access for Individuals with Limited English Proficiency

1. Contractor shall comply with all applicable provisions of the Dymally-Alatorre Bilingual Services Act (Government Code sections 7290-7299.8) regarding access to materials that explain services available to the public as well as providing language interpretation services.
2. Contractor shall comply with the applicable provisions of Section 1557 of the Affordable Care Act (45 CFR Part 92), including, but not limited to, 45 CFR 92.201, when providing access to:
 - a. materials explaining services available to the public,
 - b. language assistance,
 - c. language interpreter and translation services, and
 - d. video remote language interpreting services.

V. Trading Partner Requirements

1. No Changes. Contractor hereby agrees that for the personal health information (Information), it will not change any definition, data condition or use of a data element or segment as proscribed in the Federal Health and Human Services (HHS) Transaction Standard Regulation (45 CFR 162.915 (a)).
2. No Additions. Contractor hereby agrees that for the Information, it will not add any data elements or segments to the maximum data set as proscribed in the HHS Transaction Standard Regulation (45 CFR 162.915 (b)).
3. No Unauthorized Uses. Contractor hereby agrees that for the Information, it will not use any code or data elements that either are marked "not used" in the HHS Transaction's Implementation specification or are not in the HHS Transaction Standard's implementation specifications (45 CFR 162.915 (c)).
4. No Changes to Meaning or Intent. Contractor hereby agrees that for the Information, it will not change meaning or intent of any of the HHS Transaction Standard's implementation specification (45 CFR 162.915 (d)).

W. Concurrence for Test Modifications to HHS Transaction Standards

Contractor agrees and understands that there exists the possibility that DHCS or others may request an extension from the uses of a standard in the HHS Transaction Standards. If this occurs, Contractor agrees that it will participate in such test modifications.

X. Adequate Testing

Contractor is responsible to adequately test all business rules appropriate to their types and specialties. If the Contractor is acting as a clearinghouse for enrolled providers, Contractor has obligations to adequately test all business rules appropriate to each and every provider type and specialty for which they provide clearinghouse services.

Exhibit B
COST PROPOSAL

Compensation

Today is a New Day Recovery Home will be paid a monthly rate of \$6,750 (Annual rate of \$81,000) to secure 3 beds in the sober living homes, inclusive of all services provided and outlined in Exhibit A. If the County Probation does not fill all three beds they shall either remain open for future enrollment for County Probation referrals, or sold back to the program at the daily rate of \$75.00 per day or \$2,250 per month, if filled by a participant not referred by the County Probation. In the event that additional beds beyond the three are needed by the County Probation, a daily rate of \$75.00, prorated when appropriate, or a monthly fee of \$2,250 per person will be paid to the Program.



MARIPOSA COUNTY

Board of Supervisors



RESOLUTION - ACTION REQUESTED 2023-492

MEETING: September 12, 2023
TO: The Board of Supervisors
FROM: Shannon Hansen, Director of Public Works and Transportation
RE: Declare the October 20, 2023, Mariposa Yosemite Hot Rod and Custom Car Show Friday Night Cruise a County Sponsored Event; and Waive the Encroachment Permit Fees

RECOMMENDATION AND JUSTIFICATION

Declare the October 20, 2023, Mariposa Yosemite Hot Rod and Custom Car Show Friday Night Cruise a County Sponsored Event; and Waive the Encroachment Permit Fees.

The extent of the County Sponsored Event for the County liability insurance is limited to the Friday, October 20th "Cruise Night" event which is scheduled between the hours of 5:00 to 8:00 pm and will run through downtown Mariposa on Highway 140.

The Car Show will be held at the Mariposa County Fairgrounds on October 21, 2023, from 9:00 am to 3:00 pm.

BACKGROUND AND HISTORY OF BOARD ACTIONS

This is an annual event that the Board has approved since 2016.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve, the fee for the encroachment permit may cause a hardship on the sponsor of the event.

FINANCIAL IMPACT

ATTACHMENTS

1. Encroachment ap23
2. Letter to BOS 23
3. Letter from CHP
4. Flyer
5. Map - Cruise night23



MARIPOSA COUNTY

Board of Supervisors



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ATTACHMENTS

1. Encroachment ap23
2. Letter to BOS 23
3. Letter from CHP
4. Flyer
5. Map - Cruise night23

VOTE RESULT

RESULT: **Adopted (UNANIMOUS)**
MOVER: District IV Supervisor Wayne Forsythe
SECONDER: District I Supervisor Rosemarie Smallcombe

AYES:

District II Supervisor Poe, District I Supervisor Smallcombe, District IV Supervisor Forsythe, District V Supervisor Menetrey, District III Supervisor Toso



COUNTY OF MARIPOSA
APPLICATION FOR ENCROACHMENT PERMIT

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

DATE: 7-10-23 Building Permit #: _____
APPLICANT: Mariposa Chamber of Commerce
- Kari Kisela

THE UNDERSIGNED HEREBY APPLIES FOR PERMISSION TO EXCAVATE, CONSTRUCT AND/OR OTHERWISE ENCROACH ON A COUNTY RIGHT-OF-WAY ON (ADDRESS) Hwy 140, town of Mariposa 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 COMPLETE ALL THAT APPLY):

1. ☐ DRIVEWAY ☐ SPECIAL EVENT (EXPLAIN BELOW)
☐ ROAD CROSSING DATE OF EVENT _____
(WATER PIPE, CULVERT, ETC. EXPLAIN BELOW) ☒ OTHER (EXPLAIN BELOW)

Highway 140, town of Mariposa
Cruise Night

2. DRIVING INSTRUCTIONS FROM A KNOWN LANDMARK TO LOCATION OF ENCROACHMENT, I.E., INTERSECTION OF COUNTY ROADS, STATE HIGHWAYS OR TOWN, ETC.

See Map

3. 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.

4. ASSESSOR'S PARCEL NUMBER: _____

5. ADDRESS OF PARCEL: State of Ca. right of way, local roads

APPLICANT IS REQUESTED TO STAKE THE ENCROACHMENT LOCATION WITH THE PINK CARD PROVIDED.
NO PERMIT WILL BE ISSUED UNTIL POSTING HAS BEEN COMPLETED AND APPROPRIATE FEES HAVE BEEN COLLECTED.
WORK WILL NOT BE STARTED UNTIL AN ENCROACHMENT PERMIT HAS BEEN ISSUED BY THE DEPARTMENT OF PUBLIC WORKS.

PERMIT NO.: _____

OWNERS NAME: Mariposa Chamber of Commerce

DATE ISSUED: _____

PRINTED NAME OF APPLICANT: Kari Kisela

PHONE NUMBER: 209 966-2456

SIGNATURE OF APPLICANT: Kari Kisela

MAILING ADDRESS: _____

MARIPOSA COUNTY
CHAMBER OF COMMERCE
P.O. BOX 425
MARIPOSA, CA 95338



5158 Hwy 140 | PO Box 425 | Mariposa, CA, 95338 | 209 966 2456 | mariposachamber.org

Jul 17, 2023

Mariposa CA 95338

To Whom it May Concern

The Mariposa County Chamber of Commerce would like to formally request the approval of the Mariposa County Board of Supervisors to allow the Mariposa Yosemite Hot Rod & Custom Car Show with Cruise Night to take place. The proposed dates are October 20th & 21st, 2023

Cruise Night will be on October 20th from 5:00 PM to 6:30 PM and will be held on "Main Street"; specifically Mariposa/Hwy 140 from Highway 49 South to Highway 49 North.

Line up for this event begins October 20th at 4:30pm at the O'reillys parking lot. Highway 140 will be closed to through traffic from 5pm to 6:30pm.

The Car show will be held at the Fairgrounds on the day of October 21, 2023- Open to the public from 9am to 3pm. Judging and awards will take place at 2pm. There will be food vendors, goods vendors, music, cars, and good times to be had.

Sincerely,

Kari Kisela

Mariposa County Chamber of Commerce

DEPARTMENT OF CALIFORNIA HIGHWAY PATROL

Mariposa CHP Area
5264 Highway 49 North
Mariposa, CA 95338
(209)966-3656
(800) 735-2929 (TT/TDD)
(800) 735-2922 (Voice)



July 18, 2023

File No.:455.15326.A16737.Cruise Night Parade

Mariposa County Board of Supervisors
P.O. Box 276
Mariposa, CA 95338

Dear Board Members:

The Mariposa office of the California Highway Patrol has received and reviewed an application from the Cruise Night Parade. This event is scheduled for October 20, 2023. We ask that while the event is being held, the responsible individual(s) requesting approval, ensure adequate parking areas are available to both event personnel and attendees to prevent any vehicles from parking or interfering with traffic on SR 140 or SR 49. In the event more vehicles arrive than anticipated, the responsible individual(s) are asked to immediately notify the CHP at (209) 356-2900.

We appreciate you allowing us the opportunity to respond to the potential concerns we foresee. In the event there is any problem obtaining the Cal Trans encroachment permit please contact us. If there is any additional assistance which can be provided by the California Highway Patrol, please contact Sergeant Steven Lewis at (209) 966-3656.

Sincerely,

A handwritten signature in black ink, appearing to read "G. Peirsol II".

G. PEIRSOL II, Lieutenant
Commander
Mariposa Area

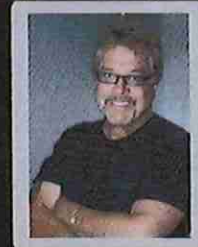


Mariposa Yosemite

HOT ROD CUSTOM CAR SHOW



Special Guest



RAY APPLETON

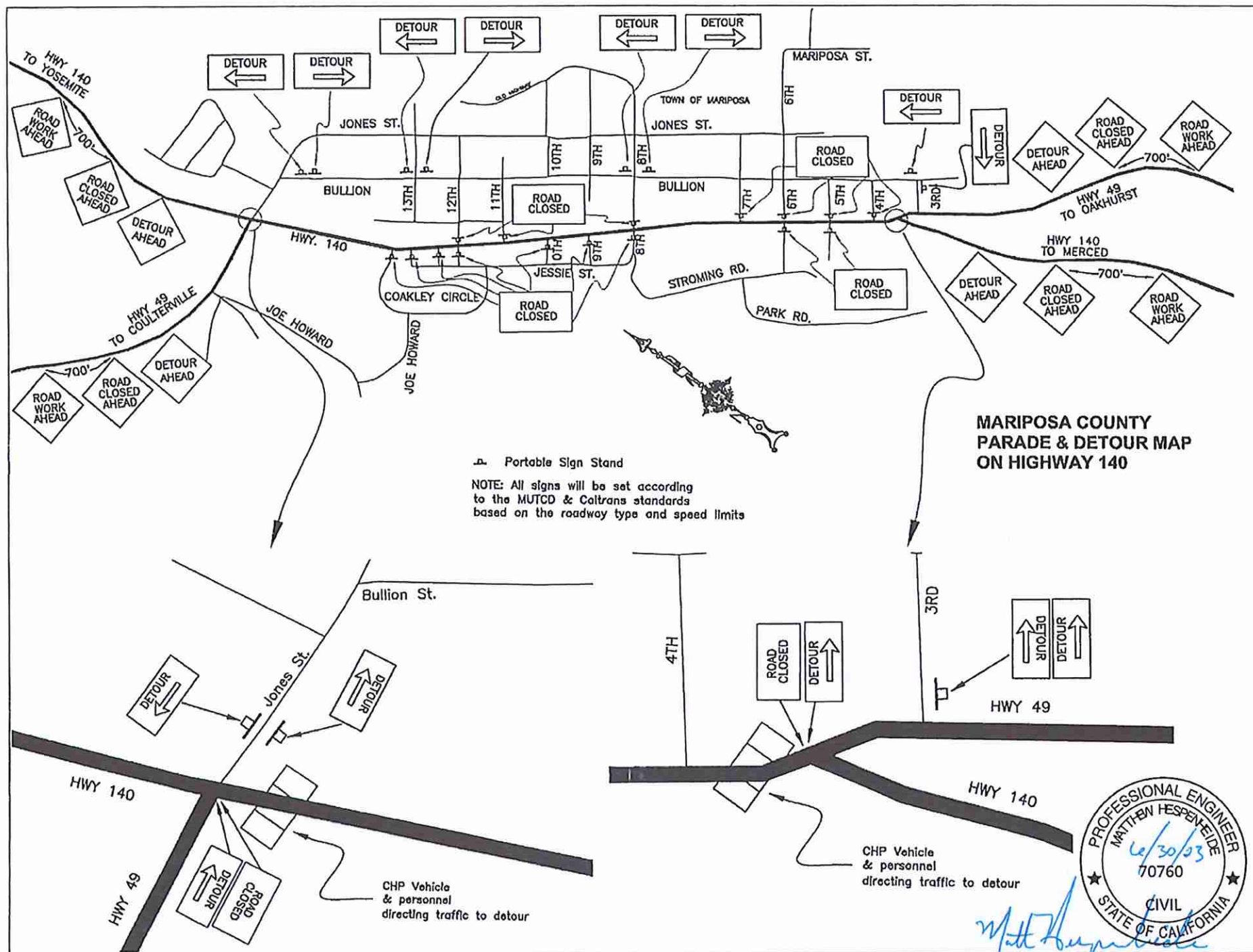
from

**KMJ Radio
580 and 105.9**

**FRIDAY
OCTOBER 20, 2023
5PM to DARK
CRUISE NIGHT**

**SATURDAY
OCTOBER 21, 2023
9AM to 3PM
MARIPOSA COUNTY**

**FOOD
MUSIC
AWARDS
VENDORS**





MARIPOSA COUNTY

Board of Supervisors



RESOLUTION - ACTION REQUESTED 2023-493

MEETING: September 12, 2023

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works and Transportation

RE: Approve Second Amendment with Willdan Engineering to Provide Engineering Consulting Services on the Bridge Preventive Maintenance Program (BPMP) - Phase II, Project No. BPMP-5940(129) to Extend the Term of the Agreement to December 31, 2027; and Authorize the Board of Supervisors Chair to Sign the Amendment

RECOMMENDATION AND JUSTIFICATION

Approve Second Amendment with Willdan Engineering to Provide Engineering Consulting Services on the Bridge Preventive Maintenance Program (BPMP) - Phase II, Project No. BPMP-5940(129) to Extend the Term of the Agreement to December 31, 2027; and Authorize the Board of Supervisors Chair to Sign the Amendment.

Staff is seeking construction funds for Phase I BPMP construction in October. Phase I consists of rehabilitating 14 bridges and will be constructed in the Spring if funding is available. The Phase II BPMP work is more complicated due to environmental review and regulatory permitting. Additional time is required to complete NEPA. This is an extension of time only with no increase in cost.

BACKGROUND AND HISTORY OF BOARD ACTIONS

On April 18, 2017, Resolution 2017-217, the Board approved an Agreement with Willdan Engineering.

On August 18, 2020, Resolution 2020-507, the Board approved the First Amendment with Willdan Engineering extending the term of the agreement to December 31, 2022.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Should the Board not approve the Amendment, the Consultant cannot complete their work.

FINANCIAL IMPACT

There is no financial impact. This is a Time Only contract modification. Road funds are available to fund the 11.47% Local Share.

ATTACHMENTS

1. Amendments 2 - Wildan - BPMP Phase 2 - Signed



MARIPOSA COUNTY

Board of Supervisors



RESOLUTION - ACTION REQUESTED 2023-493

MEETING: September 12, 2023

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ATTACHMENTS

1. Amendments 2 - Willdan - BPMP Phase 2 - Signed

VOTE RESULT

RESULT: Adopted (UNANIMOUS)

MOVER: District IV Supervisor Wayne Forsythe

SECONDER: District I Supervisor Rosemarie Smallcombe

AYES: District II Supervisor Poe, District I Supervisor Smallcombe, District IV Supervisor Forsythe, District V Supervisor Menetrey, District III Supervisor Toso

**SECOND AMENDMENT TO AGREEMENT FOR BRIDGE PREVENTATIVE
MAINTENANCE PHASE 2**

THIS SECOND AMENDMENT TO AGREEMENT FOR BRIDGE PREVENTATIVE MAINTENANCE PHASE 2, is made and entered into this ____ day of _____ 20__, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as "**County**," and Willdan Engineering, hereinafter referred to as "**Contractor**."

WHEREAS, **County** and **Contractor** have heretofore entered into an Agreement dated April 18, 2017, wherein **Contractor** agreed to provide bridge design services; and

WHEREAS, **County** and **Contractor** entered into a First Amendment August 18, 2020, to extend the term of the Agreement to December 31, 2022; and

WHEREAS, **County** and **Contractor** desire to amend said Agreement to change the scope of work to be provided by **Contractor**;

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

1. Paragraph 1, "TERM," is hereby amended to extend the term of the Agreement to December 31, 2027.
2. Paragraph 4: Except as herein amended, the Agreement dated April 18, 2017 shall remain in full force and effect.

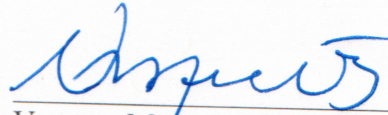
The Agreement, as hereby amended, is ratified and continued. All provisions, terms, covenants, conditions and promises contained in this Agreement not amended herein shall remain in full force and effect. This Amendment is effective retroactive to [insert expiration date]. The parties shall treat the Agreement as if it had been in full force and effect continuously since December 31, 2022, without there having been any interruption of the Agreement whatsoever.

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

COUNTY OF MARIPOSA

CONTRACTOR

Miles Menetrey, Chair
Board of Supervisors



Vanessa Munoz, President
Willdan Engineering

COUNTERSIGNED:
(Government Code §25103)

APPROVED AS TO FORM:

Danielle Bondshu
Clerk of the Board

Steven W. Dahlem
County Counsel



MARIPOSA COUNTY

Board of Supervisors



RESOLUTION - ACTION REQUESTED 2023-494

MEETING: September 12, 2023

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works and Transportation

RE: Declare the Ninth Annual "Field of Service," a Veterans Day Event Organized by a 4-H Membership Group at the Museum and History Center from November 3rd, 2023, Through November 12th, 2023, as a County Sponsored Event; and Waive All Associated County Fees

RECOMMENDATION AND JUSTIFICATION

Declare the Ninth Annual "Field of Service," a Veterans Day Event Organized by a 4-H Membership Group at the Museum and History Center from November 3rd, 2023, Through November 12th, 2023, as a County Sponsored Event; and Waive All Associated County Fees.

The Field of Service shall recognize those military and public safety personnel who have served our community. Their service deserves this recognition from our community, and we cannot overstate what they have given us. The profits from the sale of flags for this year's event shall go to the Mariposa Museum and History Center, American Legion POST 567's Veterans Programs,, including the Service Dog Program.

By designating the posting of the flags at the Mariposa Museum and History Center as a County-sponsored event, the County's insurance will provide the required coverage.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board has declared this a sponsored event for the last nine years.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not declare it a sponsored event and miss an opportunity to support the 4-H program and jeopardize the existence of holding this important community event.

FINANCIAL IMPACT

None. Special event insurance is unnecessary; the County's regular insurance already has the required coverage.

ATTACHMENTS

1. Mariposa Field of Service



MARIPOSA COUNTY

Board of Supervisors



RESOLUTION - ACTION REQUESTED 2023-494

MEETING: September 12, 2023

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works and Transportation

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FINANCIAL IMPACT

None. Special event insurance is unnecessary; the County's regular insurance already has the required coverage.

ATTACHMENTS

1. Mariposa Field of Service

VOTE RESULT

RESULT: Adopted (UNANIMOUS)

MOVER: District IV Supervisor Wayne Forsythe

SECONDER: District I Supervisor Rosemarie Smallcombe

AYES: District II Supervisor Poe, District I Supervisor Smallcombe, District IV Supervisor Forsythe, District V Supervisor Menetrey, District III Supervisor Toso

Mariposa Field of Service
P.O. Box 387
Hornitos, CA 95325

Dear Mariposa County Board of Supervisors,

Our names are Rylinn Allison and Kennedy Harris. We are 11 years old, we are both students at Woodland Elementary School and we are representing Hornitos 4-H in planning the Mariposa Field of Service event. We are working with Mariposa County 4-H and Mariposa Museum and History Center to host the 9th Annual *MARIPOSA FIELD of SERVICE - PAST AND PRESENT*.

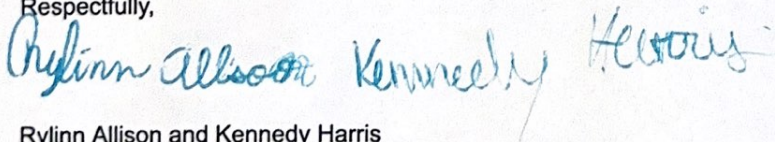
We will place flags all around the Mariposa Museum and History Center to pay tribute to all military men and women, public safety personnel, those who serve our community and those special people in our lives. These flags will be flown in recognition of those who have served, in remembrance of those who have made the ultimate sacrifice, to honor those that continue to protect and serve us all in these challenging times, and most importantly they will be flown for those we love.

Our local Mariposa County 4-H youth members will also be participating in the event. The members volunteered time and efforts in service to this event and our community help make this event a tremendous success. We are continuing our work with Colonial Flag's Healing Field and Field of Honor programs which have been created as symbols of freedom, liberty, honor and respect for the ideals and principles symbolized by the flag of the United States of America. These fields of flags are displayed in an area for the purpose of promoting and supporting charitable causes pertaining to the good and honorable values symbolized by our nation's flag.

All proceeds from the *Mariposa Field of Service-Past and Present* will benefit the American Legion POST 567's VETAP Program including their Service Dog Program and the Mariposa Museum and History Center. Our goal this year is to post more than 300 flags! We trust that you will find besides the pride of continuing to be a part of such a worthy cause you will also see the value of supporting and contributing to this special event. Please join us and continue to support the *Mariposa Field of Service- Past and Present*. Thank you very much in advance for your continued support.

A sponsor form is attached. If you are re-posting a flag you have at home, please deliver it on, or before October 27, 2023 to Sandy McRae at 5011 Smith Road in Mariposa. (We have to do maintenance on the flags and need them the weekend in advance of setting up the Field on November 3, 2023. The flags will be displayed all week until November 12, 2023.) The opening ceremony will be at 2:00pm on November 4, 2023. The flags will be displayed all week until November 12, 2023, at the Mariposa Museum and History Center. Our closing ceremony will be at 2:00pm on November 12, 2023. Your flags can be picked up after the closing of the event at the Mariposa Museum and History Center. Flags not picked up on November 12, 2023 by sponsors will be stored until next year's event.

Respectfully,



Rylinn Allison and Kennedy Harris
Hornitos 4-H Club



MARIPOSA COUNTY

Board of Supervisors



Agenda Item – No Resolution Requested

MEETING: September 12, 2023
TO: The Board of Supervisors
FROM: Shannon Hansen, Director of Public Works and Transportation
RE: Appoint Andy Ferris to Fill a Vacancy as Alternate 1 on the Airport Advisory Committee (AAC); Appoint Ron Rohde to Fill a Vacancy as Alternate II; Move Aitor Lomendy from Alternate II to Fill a Vacancy in Category "A" (Expert in Aviation) with Terms Expiring on September 12, 2027

RECOMMENDATION AND JUSTIFICATION

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The AAC was established as an advisory group to the Mariposa County Planning Commission and the Board of Supervisors. The AAC provides advice and recommendations on the preparation and adoption of an airport comprehensive use plan, land use projects in the Mt. Bullion area, and an airport master plan for the Mariposa-Yosemite Airport.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board routinely approves the appointment of members to committees.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve, there will be two vacancies on the committee.

FINANCIAL IMPACT

None

ATTACHMENTS

1. Andy Ferris ap redact
2. Aitor Lomendy Comm Ap
3. Ron Rohde ap redact



MARIPOSA COUNTY

Board of Supervisors



Agenda Item – No Resolution Requested

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3. Ron Rohde ap redact

VOTE RESULT

RESULT: Adopted (UNANIMOUS)

MOVER: District IV Supervisor Wayne Forsythe

SECONDER: District I Supervisor Rosemarie Smallcombe

AYES: District II Supervisor Poe, District I Supervisor Smallcombe, District IV Supervisor Forsythe, District V Supervisor Menetrey, District III Supervisor Toso



County of Mariposa

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

(209) 966-3222

**Application for Appointment to Mariposa County
BOARDS, COMMISSIONS AND COMMITTEES**

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

Name of Board, Commission or Committee for which you are applying:
Airport Advisory Committee

Supervisory District in which you Reside: 3

Length of Residency in the County: 22 years

First Name:
John "Andy"

Last Name:
Ferris

Mailing Address:

Email Address:

Are you Over 18 Years of Age:
Yes

Employment Status: Full time

Employer's Name:

Employer's Address:

Day Telephone Number:

Cell Phone Number:

Please explain why you wish to serve on this Board/Commission/Committee:
To assist county and airport management regarding overall aviation planning.

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

NOTE: THIS DOCUMENT IS SUBJECT TO PUBLIC INSPECTION

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

Currently an active pilot, aircraft owner, and a current Mariposa airport hangar tenant.

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

Resumé
Attached:
No

Time(s) you have available to attend meetings (days,
evenings, etc.):
Bi monthly as currently scheduled

Do you have transportation?
Yes

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

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

Dated: 4-18-22

Signature:



NOTE: THIS DOCUMENT IS SUBJECT TO PUBLIC INSPECTION



RECEIVED

OCT 4 2018

County of Mariposa

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

(209) 966-3222

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

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

Name of Board, Commission or Committee for which you are applying:
Airport Committee

Supervisory District in which you Reside: Madera County

Length of Residency in the County: Prior Mariposa resident, Madera County 150 years

First Name:
Aitor

Last Name:
Loymendy

Mailing Address:

Email Address:

Are you Over 18 Years of Age:
Yes

Employment Status: Retired

Employer's Name:
N/A

Employer's Address:
N/A

Day Telephone Number:

Cell Phone Number:
Same

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

I grew up in Mariposa and was a fixture there as a child learning to fly. I realize the importance of aviation in a Remote area and see how important the future of the airport is

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

None

INSTRUCTIONS

Completely fill out this form,
sign and return to:

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

NOTE: THIS DOCUMENT IS SUBJECT TO PUBLIC INSPECTION

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

Was a flyer in my younger years and moved on to the military in flight line logistics . Spent most of my life in flight line logistics and ground logistics. Am a current volunteer at the Mariposa Yosemite Airport.

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

If Yes, please explain:

No

Resumé
Attached:
No

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

Do you have transportation?
Yes

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

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

Dated:

7/5/15

Signature:



NOTE: THIS DOCUMENT IS SUBJECT TO PUBLIC INSPECTION

**County of Mariposa**

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

(209) 966-3222

Application for Appointment to Mariposa County
BOARDS, COMMISSIONS AND COMMITTEES

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

Name of Board, Commission or Committee for which you are applying:

AIRPORT ADVISORY COMMITTEE

Supervisory District in which you Reside: 4

Length of Residency in the County: 2 YEARS

First Name:

RONALD

Last Name:

ROHDE

Mailing Address:

Email Address:

Are you Over 18 Years of Age:

YES

Employment Status: RETIRED

Employer's Name:

N/A

Employer's Address:

N/A

Day Telephone Number:

Cell Phone Number:

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

I wish to see the Mariposa Airport thrive because it is a valuable asset to my community. I have been a pilot since 1983. I own a plane (Cessna 210B, N9767X) based at Mariposa Airport. I own hanger #37 at Mariposa Airport. I have experience, training, and education that can contribute to the success of Mariposa Airport.

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

None in Mariposa

NOTE: THIS DOCUMENT IS SUBJECT TO PUBLIC INSPECTION

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

I have been an active pilot since 1983. I own Cessna 210B (N9767X) that has been based at Mariposa Airport since 2020. I own hanger #37 at Mariposa Airport. I am a member of AOPA (Aircraft Owners and Pilots Association) and EAA (Experimental Aircraft Association). I have been appointed to be AOPA representative to Mariposa Airport. I have served for over 16 years as a board member of a condominium HOA.

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

If Yes, please explain:

**Resumé
Attached:**

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

Weekends & week days, Days, Evenings,

Do you have transportation?

yes

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

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

Dated:

6/9/2023

Signature:

Ron Rohde

NOTE: THIS DOCUMENT IS SUBJECT TO PUBLIC INSPECTION



MARIPOSA COUNTY

Board of Supervisors



RESOLUTION - ACTION REQUESTED 2023-495

MEETING: September 12, 2023
TO: The Board of Supervisors
FROM: Shannon Hansen, Director of Public Works and Transportation
RE: Approve an Encroachment Fee Waiver for National Night out to be Held on October 3, 2023, for the Closure of 9th Street Between Bullion and Jones Streets from 4:00 to 8:00 pm

RECOMMENDATION AND JUSTIFICATION

Approve an Encroachment Fee Waiver for National Night out to be Held on October 3, 2023, for the Closure of 9th Street Between Bullion and Jones Streets from 4:00 to 8:00 pm

The event will consist of local law enforcement and public service agencies utilizing booths to reach out to the local community. The public is invited to come get to know their local service men and women with the intent of tightening community relationships.

National Night Out is a community-police awareness- raising event in the United States, held nationwide the first Tuesday of August. National Night Out enhances the relationship between neighbors and law enforcement while bringing back a true sense of community. Furthermore, it provides a great opportunity to bring police and neighbors together under positive circumstances.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board has approved this event for the past several years.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve, the sponsor of the event may have a hardship in paying for the permit.

FINANCIAL IMPACT

ATTACHMENTS

1. Encroachment Permit23
2. letter from CHP to PWD23
3. letter from CHP to BOS23
4. Map23



MARIPOSA COUNTY

Board of Supervisors



RESOLUTION - ACTION REQUESTED 2023-495

MEETING: September 12, 2023
TO: The Board of Supervisors
FROM: Shannon Hansen, Director of Public Works and Transportation
RE: Approve an Encroachment Fee Waiver for National Night out to be Held on October 3, 2023, for the Closure of 9th Street Between Bullion and Jones Streets from 4:00 to 8:00 pm

RECOMMENDATION AND JUSTIFICATION

Approve an Encroachment Fee Waiver for National Night out to be Held on October 3, 2023, for the Closure of 9th Street Between Bullion and Jones Streets from 4:00 to 8:00 pm

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National Night Out is a community-police awareness- raising event in the United States, held nationwide the first Tuesday of August. National Night Out enhances the relationship between neighbors and law enforcement while bringing back a true sense of community. Furthermore, it provides a great opportunity to bring police and neighbors together under positive circumstances.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board has approved this event for the past several years.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve, the sponsor of the event may have a hardship in paying for the permit.

FINANCIAL IMPACT

ATTACHMENTS

1. Encroachment Permit23
2. letter from CHP to PWD23
3. letter from CHP to BOS23
4. Map23

VOTE RESULT

RESULT: **Adopted (UNANIMOUS)**
MOVER: District IV Supervisor Wayne Forsythe
SECONDER: District I Supervisor Rosemarie Smallcombe

AYES:

District II Supervisor Poe, District I Supervisor Smallcombe, District IV Supervisor Forsythe, District V Supervisor Menetrey, District III Supervisor Toso



COUNTY OF MARIPOSA
APPLICATION FOR ENCROACHMENT PERMIT

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

DATE: 8-4-2023 Building Permit #: _____
APPLICANT: CHP MARIPOSA

THE UNDERSIGNED HEREBY APPLIES FOR PERMISSION TO EXCAVATE, CONSTRUCT AND/OR OTHERWISE ENCROACH ON A COUNTY RIGHT-OF-WAY ON (ADDRESS) 5088 BULLION ST 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 COMPLETE ALL THAT APPLY):

1. ☐ DRIVEWAY ☒ SPECIAL EVENT (EXPLAIN BELOW)
☐ ROAD CROSSING (WATER PIPE, CULVERT, ETC. EXPLAIN BELOW) ☐ OTHER (EXPLAIN BELOW)
DATE OF EVENT 10-3-2023
REQUEST TO CLOSE 9TH STREET BETWEEN BULLION + JONES
FROM 4:00 PM TO 8:00 PM FOR NATIONAL NIGHT OUT
2. DRIVING INSTRUCTIONS FROM A KNOWN LANDMARK TO LOCATION OF ENCROACHMENT, I.E., INTERSECTION OF COUNTY ROADS, STATE HIGHWAYS OR TOWN, ETC.
BULLION + 10TH EAST TO 9TH STREET
3. 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.
4. ASSESSOR'S PARCEL NUMBER: _____
5. ADDRESS OF PARCEL: 5088 BULLION ST

APPLICANT IS REQUESTED TO STAKE THE ENCROACHMENT LOCATION WITH THE PINK CARD PROVIDED.
NO PERMIT WILL BE ISSUED UNTIL POSTING HAS BEEN COMPLETED AND APPROPRIATE FEES HAVE BEEN COLLECTED.
WORK WILL NOT BE STARTED UNTIL AN ENCROACHMENT PERMIT HAS BEEN ISSUED BY THE DEPARTMENT OF PUBLIC WORKS.

PERMIT NO.: _____ OWNERS NAME: MATTHEW CITANCE
DATE ISSUED: _____ PRINTED NAME OF APPLICANT: MATTHEW CITANCE
PHONE NUMBER: _____ SIGNATURE OF APPLICANT: [Signature]
MAILING ADDRESS: PO BOX 217
MARIPOSA CA 95338.

DEPARTMENT OF CALIFORNIA HIGHWAY PATROL

5264 CA-49 N
Mariposa, CA. 95338
(209) 966-3656
(800) 735-2929 (TT/TDD)
(800) 735-2922 (Voice)



August 4, 2023

File No.: 455.15326.20097

Mariposa County Public Works
Attention: Eddie Scherf
4639 Ben Hur Road
Mariposa, CA. 95338

Dear Mr. Scherf,

On October 3, 2023, 5:00 PM to 7:00 PM, the Mariposa Area CHP will be hosting National Night Out, at the Mariposa Courthouse. We are requesting the closure of 9th Street between Bullion and Jones to accommodate for emergency vehicle parking and display. The roads would need to be closed from 4:00 PM to 8:00 PM. Additionally, we would request two road closed signs and four traffic cones to accommodate the closure. Alternate routes of travel will be available.

A handwritten signature in blue ink, appearing to read "G. Peirsol".

G. PEIRSOL, Lieutenant
Commander
Mariposa Area
Attachments



DEPARTMENT OF CALIFORNIA HIGHWAY PATROL

5264 CA-49 N
Mariposa, CA. 95338
(209) 966-3656
(800) 735-2929 (TT/TDD)
(800) 735-2922 (Voice)



August 4, 2023

File No.: 455.15326.20097

Mariposa County Board of Supervisors
5100 Bullion Street
Mariposa, CA. 95338

Dear Mariposa Board of Supervisors

On October 3, 2023, 5:00 PM to 7:00 PM, the Mariposa Area CHP will be hosting National Night Out. National Night Out is an annual community-building campaign that promotes police-community partnerships and neighborhood camaraderie to make our neighborhoods safer, more caring places to live. National Night Out enhances the relationship between neighbors and law enforcement while bringing back a true sense of community. Furthermore, it provides a great opportunity to bring police and neighbors together under positive circumstances. We are requesting a fee waiver for the encroachment permit to close 9th Street, between Bullion and Jones Streets, from 4:00 PM to 8:00 PM. Alternate routes of travel will be available. Thank you for your consideration.

A handwritten signature in blue ink, appearing to read "G. Peirsol".

G. PEIRSOL, Lieutenant
Commander
Mariposa Area
Attachments



Untitled Map

Write a description for your map.

Legend

9th street closure at

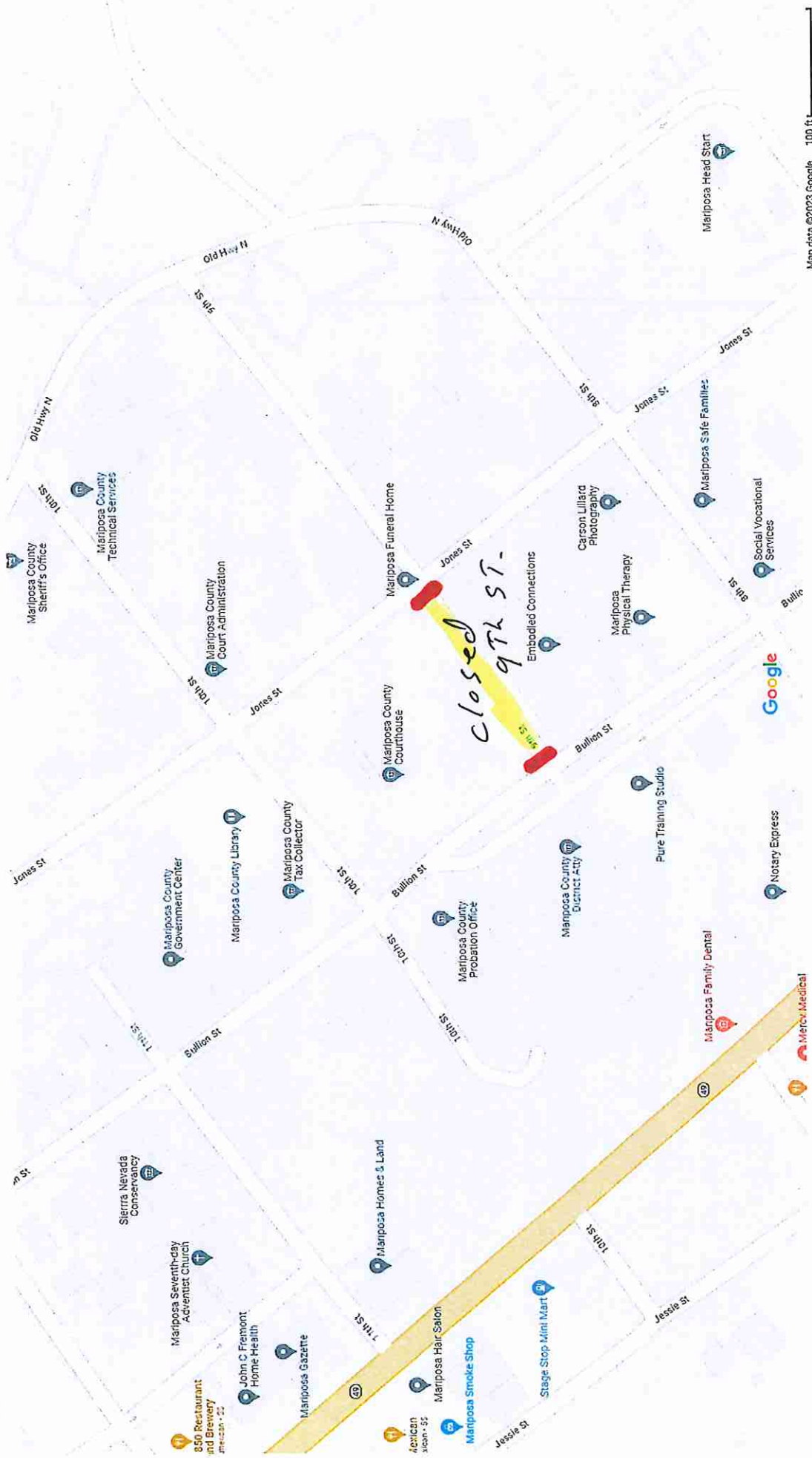


9th street closure at jones

9th street closure at bullion

300 ft







MARIPOSA COUNTY

Board of Supervisors



RESOLUTION - ACTION REQUESTED 2023-496

MEETING: September 12, 2023

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works and Transportation

RE: Declare the Annual Coulterville Coyotefest to be Held at the Coulterville Town Park, Historic Main Street, and Park Avenue on September 23 & 24, 2023, as a County Sponsored Event; and Waive the Encroachment Fee

RECOMMENDATION AND JUSTIFICATION

Declare the Annual Coulterville Coyotefest to be held at the Coulterville Town Park, Historic Main Street, and Park Avenue on September 23 & 24, 2023, as a County Sponsored Event; and Waive the Encroachment Fee.

This event will include a parade, coyote howling contests, food booths, arts and crafts booths, a motorcycle show, a car show, and entertainment. There will be no alcohol served at the event.

By designating the activities of the Coulterville Coyotefest as County-sponsored, the County's insurance will provide coverage, should a claim occur.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board has approved this event in the past as County sponsored.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve, there could be a financial hardship on the sponsor of the event.

FINANCIAL IMPACT

ATTACHMENTS

1. Encroachment Permit
2. Flyer
3. Letter from CHP
4. Map



MARIPOSA COUNTY

Board of Supervisors



RESOLUTION - ACTION REQUESTED 2023-496

MEETING: September 12, 2023
TO: The Board of Supervisors
FROM: Shannon Hansen, Director of Public Works and Transportation
RE: Declare the Annual Coulterville Coyotefest to be Held at the Coulterville Town Park, Historic Main Street, and Park Avenue on September 23 & 24, 2023, as a County Sponsored Event; and Waive the Encroachment Fee

RECOMMENDATION AND JUSTIFICATION

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BACKGROUND AND HISTORY OF BOARD ACTIONS

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ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve, there could be a financial hardship on the sponsor of the event.

FINANCIAL IMPACT

ATTACHMENTS

1. Encroachment Permit
2. Flyer
3. Letter from CHP
4. Map

VOTE RESULT

RESULT: Adopted (UNANIMOUS)

MOVER: District IV Supervisor Wayne Forsythe

SECONDER: District I Supervisor Rosemarie Smallcombe

AYES: District II Supervisor Poe, District I Supervisor Smallcombe, District IV Supervisor Forsythe, District V Supervisor Menetrey, District III Supervisor Toso



COUNTY OF MARIPOSA
APPLICATION FOR ENCROACHMENT PERMIT

TO: PUBLIC WORKS DEPARTMENT DATE: June 19, 2023 Building Permit #: _____
4639 BEN HUR ROAD
MARIPOSA, CA 95338 APPLICANT: Northern Mariposa County History Center/CoyoteFest

THE UNDERSIGNED HEREBY APPLIES FOR PERMISSION TO EXCAVATE, CONSTRUCT AND/OR OTHERWISE ENCROACH ON A COUNTY RIGHT-OF-WAY ON (ADDRESS) Main St & Park St Coulterville 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 COMPLETE ALL THAT APPLY):

1. ☐ DRIVEWAY ☒ SPECIAL EVENT (EXPLAIN BELOW)
☐ ROAD CROSSING DATE OF EVENT 09/23 - 09/24
(WATER PIPE, CULVERT, ETC. EXPLAIN BELOW) ☒ OTHER (EXPLAIN BELOW)

See attached map

2. DRIVING INSTRUCTIONS FROM A KNOWN LANDMARK TO LOCATION OF ENCROACHMENT, I.E., INTERSECTION OF COUNTY ROADS, STATE HIGHWAYS OR TOWN, ETC.

At the corner of Hwy 49 and 132 Main St will be closed from 7AM-5PM 9/23 Park St will be closed from 7AM-5PM 9/23-9/24. Broadway & Cemetery will be closed from 9AM-11AM 9/23

3. 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.

4. ASSESSOR'S PARCEL NUMBER: n/a

5. ADDRESS OF PARCEL: n/a

APPLICANT IS REQUESTED TO STAKE THE ENCROACHMENT LOCATION WITH THE **PINK CARD** PROVIDED.
NO PERMIT WILL BE ISSUED UNTIL POSTING HAS BEEN COMPLETED AND APPROPRIATE FEES HAVE BEEN COLLECTED.
WORK WILL NOT BE STARTED UNTIL AN ENCROACHMENT PERMIT HAS BEEN ISSUED BY THE DEPARTMENT OF PUBLIC WORKS.

PERMIT NO.: _____ OWNERS NAME: Northern Mariposa County History Center

DATE ISSUED: _____ PRINTED NAME OF APPLICANT: MaryAnn Huff

PHONE NUMBER: _____ SIGNATURE OF APPLICANT: MaryAnn Huff Digitally signed by MaryAnn Huff
Date: 2023.06.19 19:53:47 -07'00'

MAILING ADDRESS: 10301 Hwy 49 Coulterville Ca 95311

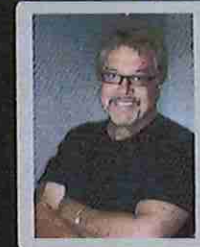
Mariposa Yosemite

HOT ROD CUSTOM CAR SHOW



2022 Best of Show

Special Guest



RAY APPLETON

from

**KMJ Radio
580 and 105.9**

**FRIDAY
OCTOBER 20, 2023
5PM to DARK
CRUISE NIGHT**

**SATURDAY
OCTOBER 21, 2023
9AM to 3PM
MARIPOSA COUNTY**

**FOOD
MUSIC
AWARDS
VENDORS**

DEPARTMENT OF CALIFORNIA HIGHWAY PATROL

California Highway patrol
Sonora Area
18437 Fifth Avenue
Jamestown, CA 95327
(209)984-3944
(800) 735-2929 (TT/TDD)
(800) 735-2922 (Voice)



June 30, 2023

File No.: 425.17687

Eddie Scherf
Mariposa County
Department of Public Works – Engineering
4639 Ben Hur Road
Mariposa, CA 95338

Dear Mr. Scherf,

This letter serves to confirm the Sonora Area has been advised of the Coulterville Coyote Fest Parade, taking place on Saturday, September 23, 2023. The Sonora Area will make every effort to provide an officer to assist with the parade. Due to staffing, we are unable to guarantee an officer will be available to assist, however we will make every effort to provide one. If an officer is available, the officer will be there to assist with traffic control unless a higher priority emergency call arises which would require a response.

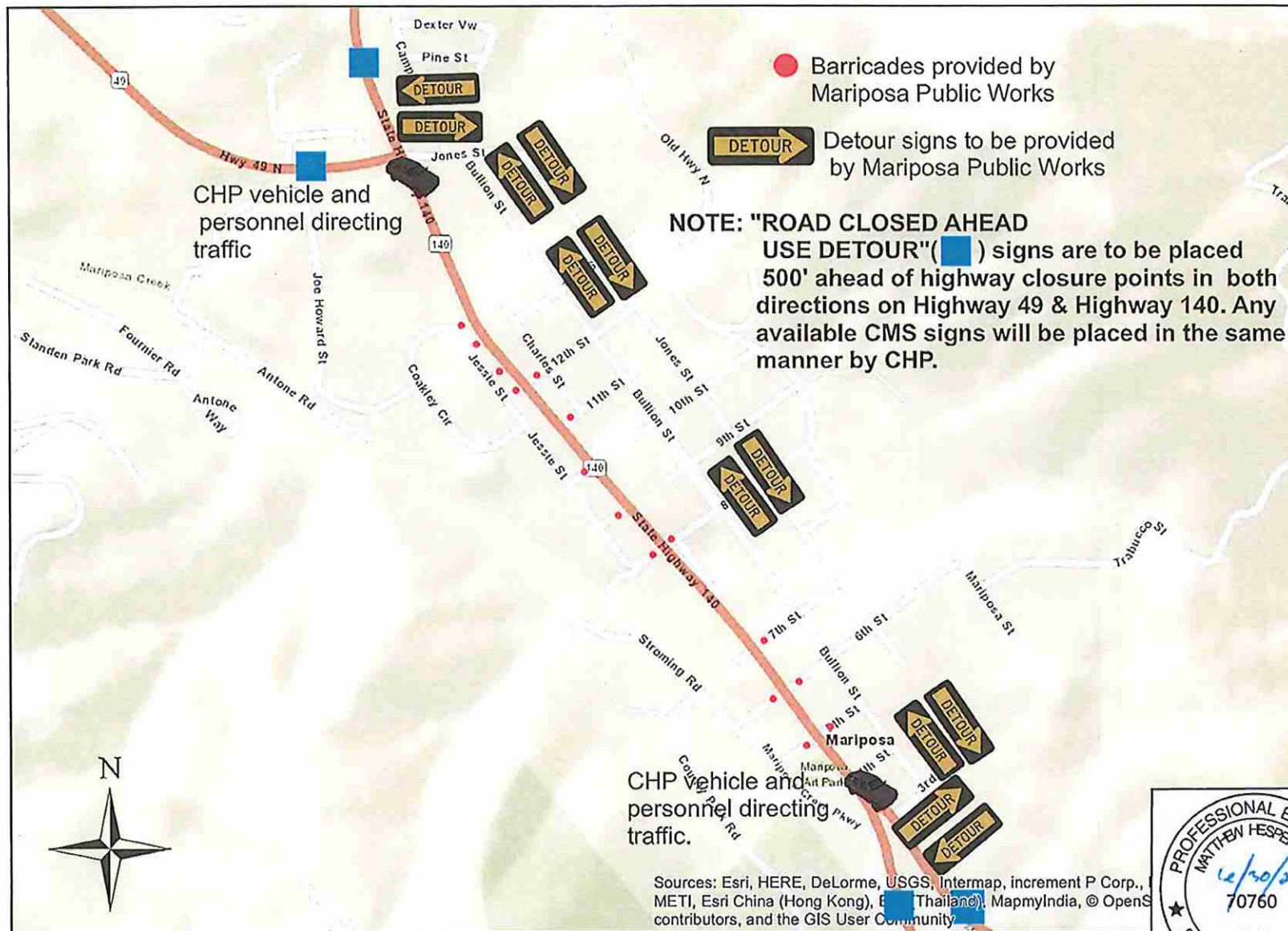
Should you have any questions or require any additional information, please contact Sergeant Randy Matyshock at (209) 984-3944.

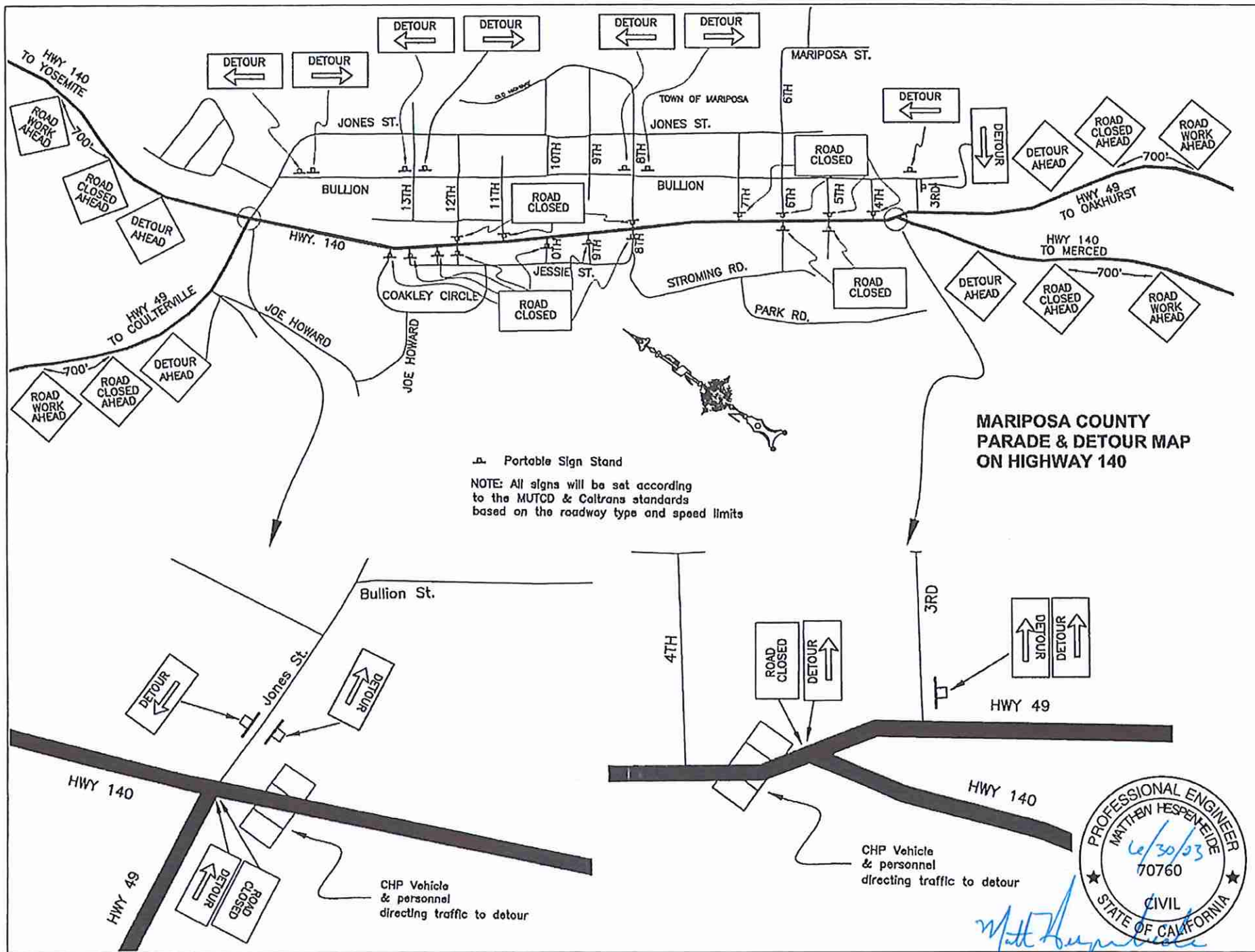
Sincerely,

A handwritten signature in blue ink, appearing to read "D. Tafoya".

D. TAFOYA, Lieutenant
Commander
Sonora Area









MARIPOSA COUNTY

Board of Supervisors



Air Pollution Control District

MEETING: September 12, 2023
TO: The Board of Supervisors
FROM: Joe Lynch, Director of Health and Human Services
RE: Approve Budget Action Increasing Revenue and Appropriations Recognizing Grant Funds in the Health and Human Services Agency Woodsmoke Reduction Program Budget (\$179,770) (4/5ths Vote Required)

RECOMMENDATION AND JUSTIFICATION

Approve Budget Action Increasing Revenue and Appropriations Recognizing Grant Funds in the Health and Human Services Agency Woodsmoke Reduction Program Budget (\$179,770) (4/5ths Vote Required).

On July 18, 2023 the Mariposa County Air Pollution Control District (APCD) approved the Grant Agreement with the California Air Resources Board (CARB). This Budget Action will establish \$179,770 in Revenue; \$162,454 to be used on Project Funds; and \$17,316 to be used for Administration of the Woodsmoke Reduction Program.

The Woodsmoke Reduction Program is part of California Climate Investments, a statewide program that puts billions of Cap-Trade dollars to work reducing greenhouse gas emissions, strengthening the economy, and improving public health and the environment, particularly in disadvantaged communities. The program provides incentives towards the replacement of existing uncertified residential wood burning stoves, wood inserts, or fireplaces used for primary space heating with the Program-eligible replacement devices for heating. The Program will provide an outreach and educational component to ensure that households receiving incentives make informed decisions about how to burn and what to burn to maximize the efficiency of the device to minimize pollution.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Air Pollution Control District approved the Woodsmoke Reduction Program Agreement on July 18, 2023 with Resolution APCD 2023-1.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve the Budget Action and Mariposa County residents will be unable to take advantage of this opportunity.

FINANCIAL IMPACT

There is no impact to the general fund. Revenue and corresponding appropriations are included in the Budget Action 3473-457.

ATTACHMENTS

1. Budget Action Woodsmoke Reduction



MARIPOSA COUNTY

Board of Supervisors



Air Pollution Control District 2023-005

MEETING: September 12, 2023
TO: The Board of Supervisors
FROM: Joe Lynch, Director of Health and Human Services
RE: Approve Budget Action Increasing Revenue and Appropriations Recognizing Grant Funds in the Health and Human Services Agency Woodsmoke Reduction Program Budget (\$179,770) (4/5ths Vote Required)

RECOMMENDATION AND JUSTIFICATION

Approve Budget Action Increasing Revenue and Appropriations Recognizing Grant Funds in the Health and Human Services Agency Woodsmoke Reduction Program Budget (\$179,770) (4/5ths Vote Required).

On July 18, 2023 the Mariposa County Air Pollution Control District (APCD) approved the Grant Agreement with the California Air Resources Board (CARB). This Budget Action will establish \$179,770 in Revenue; \$162,454 to be used on Project Funds; and \$17,316 to be used for Administration of the Woodsmoke Reduction Program.

The Woodsmoke Reduction Program is part of California Climate Investments, a statewide program that puts billions of Cap-Trade dollars to work reducing greenhouse gas emissions, strengthening the economy, and improving public health and the environment, particularly in disadvantaged communities. The program provides incentives towards the replacement of existing uncertified residential wood burning stoves, wood inserts, or fireplaces used for primary space heating with the Program-eligible replacement devices for heating. The Program will provide an outreach and educational component to ensure that households receiving incentives make informed decisions about how to burn and what to burn to maximize the efficiency of the device to minimize pollution.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Air Pollution Control District approved the Woodsmoke Reduction Program Agreement on July 18, 2023 with Resolution APCD 2023-1.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve the Budget Action and Mariposa County residents will be unable to take advantage of this opportunity.

FINANCIAL IMPACT

There is no impact to the general fund. Revenue and corresponding appropriations are included in the Budget Action 3473-457.

ATTACHMENTS

1. Budget Action Woodsmoke Reduction

VOTE RESULT

RESULT: **Adopted (UNANIMOUS)**

MOVER: District IV Supervisor Wayne Forsythe

SECONDER: District I Supervisor Rosemarie Smallcombe

AYES: District II Supervisor Poe, District I Supervisor Smallcombe, District IV Supervisor Forsythe, District V Supervisor Menetrey, District III Supervisor Toso

BUDGET ACTION FORM

FUND	DEP/DIV	ACCOUNT	DESCRIPTION	PROGRAM	INCREASE	DECREASE
3473	457	45122	Woodsmoke/State Revenue		(179,770)	
3473	457	60301	General Professional Services		162,454	
3473	457	80111	Transfer out Indirect		17,316	
1001	401	49101	Transfer in indirect		(17,316)	
1001	401	49101	Transfer in Realignment 3392			(17,316)
3392	401	80111	Transfer out to 1001-401			17,316
3392	401	60201	Miscellaneous Expense		17,316	
TOTALS					0	0

TRANSFER BETWEEN FUNDS					DEBIT	CREDIT
TOTALS					0	0

ACTION REQUESTED: (Check all that apply)

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

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

DEPARTMENT HEAD SIGNATURE

DATE 8/14/23

AUDITOR SIGNATURE

DATE

COUNTY ADMINISTRATIVE OFFICER SIGNATURE

DATE

APPROVED BY RES NO.

CLERK

DATE

DEPARTMENT

AUDITOR'S USE ONLY
BA #



MARIPOSA COUNTY

Board of Supervisors



Local Transportation Commission

MEETING: September 12, 2023
TO: The Board of Supervisors
FROM: Shannon Hansen, Director of Public Works and Transportation
RE: Approve a Change Order with American Pavement Systems, Inc. in the Amount of \$107,083.84 for the Merced Fall Cape Seal Project; and Authorize the Local Transportation Commission Chair to Sign the Agreement

RECOMMENDATION AND JUSTIFICATION

Approve a Change Order with American Pavement Systems, Inc. in the Amount of \$107,083.84 for the Merced Fall Cape Seal Project; and Authorize the Local Transportation Commission Chair to Sign the Agreement.

The construction bids received were lower than the Engineer's estimate. The project was augmented with additional roadway repairs. The original contract price was \$1,212,268. The new revised contract price is \$1,319,351.84.

BACKGROUND AND HISTORY OF BOARD ACTIONS

On March 7, 2023, the LTC approved an Agreement with American Pavement Systems, Inc.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve and the Contractor will not receive payment for completed work.

FINANCIAL IMPACT

There is no financial impact. Sufficient STIP funds are programmed for the change order in Fund 5511.

ATTACHMENTS

1. Change Order



MARIPOSA COUNTY

Board of Supervisors



Local Transportation Commission 2023-020

MEETING: September 12, 2023
TO: The Board of Supervisors
FROM: Shannon Hansen, Director of Public Works and Transportation
RE: Approve a Change Order with American Pavement Systems, Inc. in the Amount of \$107,083.84 for the Merced Fall Cape Seal Project; and Authorize the Local Transportation Commission Chair to Sign the Agreement

RECOMMENDATION AND JUSTIFICATION

Approve a Change Order with American Pavement Systems, Inc. in the Amount of \$107,083.84 for the Merced Fall Cape Seal Project; and Authorize the Local Transportation Commission Chair to Sign the Agreement.

The construction bids received were lower than the Engineer's estimate. The project was augmented with additional roadway repairs. The original contract price was \$1,212,268. The new revised contract price is \$1,319,351.84.

BACKGROUND AND HISTORY OF BOARD ACTIONS

On March 7, 2023, the LTC approved an Agreement with American Pavement Systems, Inc.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve and the Contractor will not receive payment for completed work.

FINANCIAL IMPACT

There is no financial impact. Sufficient STIP funds are programmed for the change order in Fund 5511.

ATTACHMENTS

1. Change Order

VOTE RESULT

RESULT: Adopted (UNANIMOUS)
MOVER: District I Supervisor Rosemarie Smallcombe
SECONDER: District III Supervisor Danette Toso
AYES: District II Supervisor Poe, District I Supervisor Smallcombe, District IV Supervisor Forsythe, District V Supervisor Menetrey, District III Supervisor Toso

DOCUMENT 00 63 63

CHANGE ORDER FORM

COUNTY OF MARIPOSA
 4639 Ben Hur Road
 Mariposa, California 95338

CHANGE ORDER NO.:

1

CHANGE ORDER**Project: Merced Falls Road Cape Seal****Date: 8/10/23**

The following parties agree to the terms of this Change Order:

Engineer: Matt Hespenheide
 4639 Ben Hur Rd
 Mariposa CA 95338

Contractor: American Pavement Systems, Inc.
 1012 11th Street, Suite 1000
 Modesto, CA 95354

Reference	Description	Cost	Days Ext.
1.	Reduce Asphalt Rubber Binder	(\$ 49,874.50)	N/A
2.	Reduce Precoated 3/8" Chips	(\$ 53,505.00)	N/A
3.	Reduce Type II Slurry	(\$ 30,915.00)	N/A
4.	Reduce 12" Stripe	(\$600.00)	N/A
5.	Increase Digouts (HMA 6" Depth)	\$195,765.00	N/A
6.	Subgrade Failure Repair	\$46,213.34	N/A
Contract time will be adjusted as follows: Not Applicable		Original Contract Amount:	\$1,212,268.00
		Amount of Previously Approved	\$0
		Amount of this Change Order:	\$107,083.84 (8.8%)
		Contract Amount:	\$1,319,351.84

The undersigned Contractor approves the foregoing as to the changes, if any, to the Contract Price specified for each item, and as to the extension of time allowed, if any, for completion of the entire work as stated therein, and agrees to furnish all labor, materials and services and perform all work necessary to complete any additional work specified for the consideration stated therein. Submission of sums which have no basis in fact or which Contractor knows are false are at the sole risk of Contractor and may be a violation of the False Claims Act set forth under Government Code section 12650, et seq.

This change order is subject to approval by the governing board of this Owner and must be signed by the Owner. Until such time as this change order is approved by the Owner's governing board and executed by a duly authorized Owner representative, this change order is not effective and not binding.

April 2023

Contractor expressly understands that the compensation and time, if any, granted herein represents a full accord and satisfaction for any and all time and cost impacts of the items herein, and Contractor waives any and all further compensation or time extension based on the items herein. The value of the extra work or changes expressly includes any and all of the Contractor's costs and expenses, and its subcontractors, both direct and indirect, resulting from additional time required on the project or resulting from delay to the project including without limitation, cumulative impacts. Any costs, expenses, damages or time extensions not included are deemed waived.

Signatures:

Owner: County of Mariposa

Contractor: American Pavement Systems, Inc.

Wayne Forsythe
Chairman of the LTC

Date

Lucas Dias

8/11/2023
Date

Shannon Hansen
Director of Public Works & Transportation

Date

Matt Hespenheide
County Engineer

Date

Approved as to Form:

Steven W. Dahlem
County Counsel

Date

END OF DOCUMENT



MARIPOSA COUNTY

Board of Supervisors



Local Transportation Commission

MEETING: September 12, 2023
TO: The Board of Supervisors
FROM: Shannon Hansen, Director of Public Works and Transportation
RE: Adopt a Resolution Approving the LTC Title VI Program

RECOMMENDATION AND JUSTIFICATION

Adopt a Resolution Approving the Mariposa County Local Transportation Commission Title VI Program.

This action is presented to the Local Transportation Commission every three (3) years in order for the Local Transportation Commission (LTC) to be fully compliant with stated requirements of Title VI of the Civil Rights Act of 1964 in order to receive Federal Funding. This action ensures that services and benefits are provided on a non-discriminatory basis.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The LTC approved Mariposa County's prior Title VI Program on September 22nd, 2020 with LTC #2020-16.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Failure to approve and execute this resolution will result in loss of funding for Federal Transportation Assistance Programs.

FINANCIAL IMPACT

ATTACHMENTS

1. LTC Resolution 9-12-23
2. 2023 Title VI-LTC



MARIPOSA COUNTY

Board of Supervisors



Local Transportation Commission 2023-021

MEETING: September 12, 2023
TO: The Board of Supervisors
FROM: Shannon Hansen, Director of Public Works and Transportation
RE: Adopt a Resolution Approving the LTC Title VI Program

RECOMMENDATION AND JUSTIFICATION

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BACKGROUND AND HISTORY OF BOARD ACTIONS

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ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Failure to approve and execute this resolution will result in loss of funding for Federal Transportation Assistance Programs.

FINANCIAL IMPACT

ATTACHMENTS

1. LTC Resolution 9-12-23
2. 2023 Title VI-LTC

VOTE RESULT

RESULT: Adopted (UNANIMOUS)
MOVER: District V Supervisor Miles Menetrey
SECONDER: District I Supervisor Rosemarie Smallcombe
AYES: District II Supervisor Poe, District I Supervisor Smallcombe, District IV Supervisor Forsythe, District V Supervisor Menetrey, District III Supervisor Toso

MARIPOSA COUNTY
LOCAL TRANSPORTATION COMMISSION
Resolution Number LTC 23-

**A RESOLUTION OF THE MARIPOSA COUNTY LOCAL
TRANSPORTATION COMMISSION AUTHORIZING THE
TITLE VI COMPLIANCE PLAN FOR THE AGENCY.**

WHEREAS, the Mariposa County Local Transportation Commission desires to comply with Title VI of the Civil Rights Act of 1964, including new provisions detailed in U.S. Department of Transportation's FTA Circular 4702.1B, "Title VI Requirement and Guidelines for Federal Transit Administration Recipients,"

WHEREAS, the Mariposa County Local Transportation Commission authorizes approval of the compliance plan developed by staff to comply with necessary provisions of the Civil Rights Act,

NOW, THEREFORE BE IT RESOLVED, by the Mariposa County Local Transportation Commission as follows:

1. The Mariposa County Local Transportation Commission authorizes approval of the Mariposa County Local Transportation Commission Title VI Program developed on September 12th, 2023, a copy of which is attached hereto.
2. The Mariposa County Local Transportation Commission Executive Director is authorized to implement the components of the plan in order to meet Federal requirements.
3. The Mariposa County Local Transportation Commission Executive Director is authorized to implement policies that may be necessary to comply with subsequent revisions or interpretations to the Civil Rights Act.

PASSED AND ADOPTED by the Mariposa County Local Transportation Commission this 12th day of September 2023.

AYES:

NOES:

EXCUSED:

ABSTAIN:

Wayne Forsythe, Chair
Local Transportation Commission

ATTEST:

APPROVED AS TO FORM:

Danielle Bondshu, Clerk of the Board

Steven W. Dahlem, County Counsel

Mariposa County Local Transportation Commission

TITLE VI PROGRAM

**Pending Approval by the Mariposa County
Local Transportation Commission
September 12, 2023**

**4639 Ben Hur Rd
Mariposa, CA 95338
(209) 966-5356
www.mariposacounty.org/transportation**

INTRODUCTION

This document was prepared by Mariposa County Local Transportation Commission to comply with Title VI of the Civil Rights Act of 1964, including new provisions detailed in U.S. Department of Transportation's FTA Circular 4702.1B, "Title VI Requirement and Guidelines for Federal Transit Administration Recipients," dated October 1, 2012.

Mariposa County Local Transportation Commission will ensure that its programs, policies, and activities comply with Department of Transportation's (DOT) Title VI Regulations (49 CFR Part 21) and with Limited English Proficient (LEP) Persons requirements (70 FR 74087, December 14, 2005). Mariposa County Local Transportation Commission is committed to creating and maintaining a system that is free of all forms of discrimination, taking necessary preventive, corrective, and disciplinary actions to stem behavior that violates this policy or the rights and privileges it is designed to protect. FTA requires recipients to document compliance with DOT Title VI regulations by submitting a Title VI Program to their FTA regional civil rights officer once every three years.

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Mariposa County Local Transportation Commission Title VI Notice to the Public

Notifying the Public of Rights Under Title VI

Mariposa County Local Transportation Commission

Mariposa County Local Transportation Commission operates its programs and services without regard to race, color, and national origin in accordance with Title VI of the Civil Rights Act. Any person who believes she or he has been aggrieved by any unlawful discriminatory practice under Title VI may file a complaint with Mariposa County Local Transportation Commission.

For more information on Mariposa County Local Transportation Commission civil rights program, and the procedures to file a complaint, contact 209-966-5315, or visit our administrative office at 4639 Ben Hur Rd., Mariposa, CA 95338. For more information, visit www.mariposacounty.org/transportation.

A complainant may file a complaint directly with the Federal Transit Administration by filing a complaint with the Office of Civil Rights, Attention: Title VI Program Coordinator, East Building, 5th Floor-TCR, 1200 New Jersey Ave., SE, Washington, DC 20590

If information is needed in another language, contact 209-966-5356.

Notificar al público de los derechos bajo el título VI

Mariposa County Local Transportation Commission

- Mariposa County Local Transportation Commission opera sus programas y servicios sin respecto a raza, color y origen nacional con arreglo al título VI de la Ley de derechos. Cualquier persona que cree que él o ella ha sido agraviado por cualquier práctica discriminatoria ilegal bajo el título VI puede presentar una queja con Mariposa County Local Transportation Commission

- Para obtener más información sobre el programa derechos civiles capaz de industrias y el procedimientos para presentar una queja, llame al (559) 651-8150, o visite nuestra oficina administrativa en 4639 Ben Hur Rd, Mariposa, CA 95338. Para más información, visit www.mariposacounty.org/communityservices.

- Un demandante puede presentar una queja directamente con el Federal Transit Administration por archivar una queja con la Office of Civil Rights,

Attention: Title VI Program Coordinator, East Building, 5th Floor-TCR,
1200 New Jersey Ave., SE, Washington, DC 20590

- Si se necesita información en otro idioma, contacte al 209-966-5356

List of Locations Where Title VI Notice Is Posted

Mariposa County Local Transportation Commission's Title VI notice to the public is currently posted at the following locations:

Location Name	Address	City
Mariposa Public Works	4639 Ben Hur Rd	Mariposa
Mariposacounty.org	Department of Public Works	Mariposa
Mariposa County Government Center	5100 Bullion St	Mariposa
Mariposa Co. Health & Human Services Agency	5362 Lemee Lane	Mariposa
All Transit Vehicles	Various	Mariposa

The Title VI notice and program information is also provided on the Mariposa County Local Transportation Commission website at www.mariposacounty.org/transportation.

Title VI Complaint Procedures

As a recipient of federal dollars, Mariposa County Local Transportation Commission is required to comply with Title VI of the Civil Rights Act of 1964 and ensure that services and benefits are provided on a non-discriminatory basis. Mariposa County Local Transportation Commission has in place a Title VI Complaint Procedure, which outlines a process for local disposition of Title VI complaints and is consistent with guidelines found in the Federal Transit Administration Circular 4702.1B, dated October 1, 2012.

Any person who believes she or he has been discriminated against on the basis of race, color, or national origin by Mariposa County Local Transportation Commission may file a Title VI complaint by completing and submitting the agency's Title VI Complaint Form. Mariposa County Local Transportation Commission investigates complaints received no more than 180 days after the alleged incident. Mariposa County Local Transportation Commission will only process complaints that are complete.

Within 10 business days of receiving the complaint, Mariposa County Local Transportation Commission will review it to determine if our office has jurisdiction. The complainant will receive an acknowledgement letter informing her/him whether the complaint will be investigated by our office. Mariposa County Local Transportation Commission has 30 days to investigate the complaint. The complainant will be notified in writing of the cause to any planned extension to the 30-day rule.

If more information is needed to resolve the case, Mariposa County Local Transportation Commission may contact the complainant. The complainant has 10 business days from the date of the letter to send requested information to the investigator assigned to the case. If the investigator is not contacted by the complainant or does not receive the additional information within 10 business days Mariposa County Local Transportation Commission can administratively close the case.

A case can be administratively closed also if the complainant no longer wishes to pursue their case. After the investigator reviews the complaint, she/he will issue one of two letters to the complainant: a closure letter or a letter of finding (LOF). A closure letter summarizes the allegations and states that there was not a Title VI violation and that the case will be closed. An LOF summarizes the allegations and the interviews regarding the alleged incident, and explains whether any disciplinary action, additional training of the staff member, or other action will occur. If the complainant wishes to appeal the decision, she/he has 10 business days after the date of the letter or the LOF to do so.

A person may also file a complaint directly with the Federal Transit Administration, at FTA Office of Civil Rights, 1200 New Jersey Avenue SE, Washington, DC 20590.

Mariposa County Local Transportation Commission Title VI Complaint Form

COMPLAINT FORM

Section I: Please write legibly		
1. Name:		
2. Address:		
3. Telephone:	3(a). Secondary Phone (<i>Optional</i>):	
4. Email Address:		
5. Accessible Format Requirements?	☐ Large Print	☐ Audio Tape
	☐ TDD	☐ Other
Section II:		
6. Are you filing this complaint on your own behalf?	YES*	NO
*If you answered "yes" to #6, go to Section III.		
7. If you answered "no" to #6, what is the name of the person for whom you are filing this complaint? Name:		
8. What is your relationship with this individual:		
9. Please explain why you have filed for a third party:		
10. Please confirm that you have obtained permission of the aggrieved party to file on their behalf.	YES	NO
Section III:		
11. I believe the discrimination I experienced was based on (<i>check all that apply</i>): ☐ Race ☐ Color ☐ National Origin		
12. Date of alleged discrimination: (<i>mm/dd/yyyy</i>)		

13. Explain as clearly as possible what happened and why you believe you were discriminated against. Describe all persons who were involved. Include the name and contact information of the person(s) who discriminated against you (if known), as well as names and contact information of any witnesses. If more space is needed, please attach additional sheets of paper.

Mariposa County Local Transportation Commission Title VI Complaint Form, Page 2

COMPLAINT FORM

Section IV:

14. Have you previously filed a Title VI complaint with Mariposa County Local Transportation Commission?

YES

NO

Section V:

15. Have you filed this complaint with any other Federal, State, or local agency, or with any Federal or State court?

☐ YES* ☐ NO

If yes, check all that apply:

☐ Federal Agency _____

☐ State Agency _____

☐ Federal Court _____

☐ Local Agency _____

☐ State Court _____

16. If you answered "yes" to #15, provide information about a contact person at the agency/court where the complaint was filed.

Name:

Title:

Agency:

Address:

Telephone:

Email:

Section VI:

Name of Transit Agency complaint is against:

Contact Person:

Telephone:

You may attach any written materials or other information that you think is relevant to your complaint.

Signature and date are required below to complete form:

Signature_____

Date_____

Please submit this form in person or mail this form to the address below:

Mariposa County Local Transportation Commission, Executive Director
4639 Ben Hur Rd
Mariposa, CA 95338

Titulo VI Procedimiento de Queja

Como un receptor de dólares federales, Mariposa County Local Transportation Commission. tiene que cumplir con lo dispuesto en el Titulo VI de la ley de los derechos civiles de 1964 y asegúrese de que los servicios y los beneficios se proporcionen sobre una base no discriminatoria. Mariposa County Local Transportation Commission .ha puesto en marcha un procedimiento de queja Titulo VI, que emboza un proceso de disposición local de quejas del Titulo VI y es consistente con las pautas de Administración Federal de Transito Circular 4702.1B, de Octubre 1, 2012.

Cualquier persona que cree que ha sido objeto de discriminación por motivos de raza, color, u origen nacional por Mariposa County Local Transportation Commission .. puede presentar al Titulo VI su denuncia. Mariposa County Local Transportation Commission .investiga las quejas no mas de 180 días después del incidente. Mariposa County Local Transportation Commission .. solo tramitara las quejas que están completas.

En un periodo de 10 días de haber recibido la demanda, Mariposa County Local Transportation Commission .la revisara para determinar si nuestra oficina tiene la jurisdicción. El autor de la queja, recibirá un acuse de recibo informándole al denunciante que será notificado por escrito si el caso de él/ella el será investigado por nuestra oficina. Mariposa County Local Transportation Commission .tiene 30 días para investigar la queja.

Si necesita mas información para resolver el caso, Mariposa County Local Transportation Commission .puede contactar al autor de la queja. El autor de la queja tiene 10 días de la fecha que recibió la carta para solicitar un investigador que sea asignado al caso.

El caso se puede cerrar también si el autor de la queja no desea proseguir con el caso. Después de que el investigador analice la queja, el / ella emitirá una de las dos cartas a la denunciante.

FORMA DE QUEJA

Seccion I: <i>Escribir en forma legible</i>		
1. Nombre:		
2. Direccion:		
3. Telefono:	3(a). Telefono secundario(<i>opcional</i>):	
4. Direccion de correo electronico:		
5. Reuistos de forma accesible?	☐ Impresion grande	☐ Cinta de audio
	☐ TDD	☐ Otros
Seccion II:		
6. Esta presentando esta queja en su propio nombre?	Si	No
*Si usted contesto "Si" to #6, vaya a la Seccion III.		
7. If you answered "no" to #6, what is the name of the person for whom you are filing this complaint? Name:		
8. Cual es su relacion con este individuo:		
9. Por favor, explique por que han presentado para una tercera parte:		
10. Por favor, confirme que ha obtenido el permiso de la parte agraviada en el archivo en su nombre.	Si	No
Seccion III:		
11. Creo que la discriminacion que he experimentado fue basado en (<i>marqu todas las que correspondan</i>):		
☐ Raza	☐ Color	☐ Origin nacional
12. Fecha de supuesta discriminacion: (<i>mm/dd/aaaa</i>)		
13. Explica lo mas claramente posible lo que ocurrio y por que usted cree que son objeto discriminacion. Describir todas las personas que han participado. Incluir el nombre y la informacion de contacto de la(s) persona(s) que discrimina contra usted (si se conoce), asi como los nombres y la informacion de contacto de los testigos. Si se necesita mas espacio, por favor adjunte hojas adicionales de papel.		

Seccion IV:		
14. 14. Anteriormente ha presentado un Titulo VI denuncia con la Mariposa County Local Transportation Commission .	Si	No
Seccion V:		
15. Ha presentado esta queja con cualquier otro local, estado o federal, o con cualquier Federal o Estado?		
☐ Si* ☐ No si la respuesta es si Marque todo lo que aplica ☐ Agencia Federal _____ ☐ Agencia Estatal _____ ☐ Federal Tribunal _____ ☐ Agencia Local _____ ☐ Tribunal Estatal _____		
16. Si usted contesto "si" a la posicion #15, proporcionan informacion acerca de una persona de contacto en la agencia/tribunal donde se presento la denuncia.		
Nombre:		
Titulo:		
Organismo:		
Direccion:		
Telefono:		Correo electronico:
Seccion VI:		
Nombre de organismo Transito denuncia es contra:		
Persona de contacto:		
Telefono:		

Usted puede adjuntar cualquier material escrito u otra información que crees que es relevante para su queja.

Firma y fecha es requerida para someter esta forma:

Firma _____ Fecha _____

Favor de someter esta forma en persona o por correo a la siguiente dirección:

Mariposa County Local Transportation Commission, Executive Director
4639 Ben Hur Rd
Mariposa, CA 95338

List of Transit-Related Title VI Investigations, Complaints, and Lawsuits

To date, Mariposa County Local Transportation Commission has not been involved in any transportation-related Title VI investigations, lawsuits or complaints. Mariposa County's Title VI Transit Compliance Coordinator will maintain a list of Title VI investigations, complaints, and lawsuits and include a summary and description of actions taken as required by the Title VI regulations. The list will include the date that the investigation, lawsuit, or complaint was filed; a summary of the allegation(s); the stats of the investigation, lawsuit, or complaint; and actions taken in response, or final findings related to the investigation, lawsuit, or complaint. The list (below) will be included in Mariposa County Local Transportation Commission's submittal to FTA every three years.

Mariposa County Local Transportation Commission List of Investigations, Lawsuits and Complaints

Type of Process	Date	Summary (including basis of complaint)	Status	Action(s) Taken
Investigations				
1. None				
2.				
Lawsuits				
1. None				
2.				
Complaints				
1. None				
2.				

Public Participation Plan

Mariposa County Local Transportation Commission

Mariposa County Local Transportation Commission maintains systems to gather stakeholder input regarding agency services and conducts public relations and outreach activities in order to create meaningful opportunities for public engagement as outlined below.

Purpose of the Public Participation Plan

As part of the Title VI Program, Mariposa County Local Transportation Commission is bolstering its public participation processes and enhancing its strategies for engaging under-served groups, including those with limited English. This plan outlines the importance of and provides guidelines for involving the public in Mariposa County Local Transportation Commission's planning efforts to ensure that all groups are represented and their needs are considered.

Public Outreach Efforts

Mariposa County Local Transportation Commission reaches out to the community directly through meetings with other county agencies and community staff and their clients as needed; information regarding Mariposa County Local Transportation Commission services is disseminated at these various meetings.

Every six months, Mariposa County Local Transportation Commission's staff participates in the Mariposa County Social Services Transportation Advisory Council (SSTAC) meetings. Staff also collaborates with the Mariposa County Local Transportation Commission during vital session regarding transportation planning and at its annual Unmet Transit Needs hearings. The Unmet Transit Needs process invites public testimony either in-person at the hearing, by USPS mail, or via email where a name and local address are provided.

Transit staff also participates in the development of the "Public Transit Human Services Transportation Coordination Plan," the "Short Range Transit Plan," and the Regional Transportation Plan.

The following is a brief summary of outreach efforts conducted by Mariposa County Local Transportation Commission for the past three (3) years:

- Public comment sought for updating the “Short Range Transit Plan 2021” survey postcards mailed out on May 25, 2021, to previous and current Transit clients. Public comment period on the “Draft Short Range Transit Plan 2021” published July 22, 2021 – August 8, 2021.
- SSTAC meetings to discuss any “unmet Transit Needs” held on the following dates: October 29, 2020, April 29, 2021, October 27, 2021, April 27, 2022, October 26, 2022, and April 26, 2023
- Mariposa County Local Transportation Commission’s Annual Unmet Transit Needs Hearings on June 22, 2021, June 14, 2022, and June 13, 2023

Below is a summary of outreach efforts conducted by the Mariposa County Local Transportation Commission, on behalf of Mariposa County Local Transportation Commission, as they relate to Title VI requirements under the Public Participation Plan. Many of our activities are conducted in partnership or ad hoc outreach with other service organizations and non-profit agencies within the community. Again, this is in no way a complete list, but rather documents the agency’s outreach efforts as they relate specifically to minority and low-income populations.

- **Contact List:** The Mariposa County LTC staff maintains a master list of all contacts, including public agencies, businesses, community groups, and members of the public. This list is used to establish and maintain a list of e-mail and regular mail contacts for general communications, and electronic meeting notifications, and announcements. See attached Meeting Notification/Announcement/General Communication flyers.
- **Legal Advertisements:** Legal notices are required to be published in a newspaper of countywide circulation. Mariposa County LTC typically publishes notices in the Mariposa Gazette. Notices may advertise meetings, agendas, or public comment periods on proposed plans, programs, or documents. The time frame required for publication of legal notices relating to transportation planning is generally 30 days.
- **Project Workshops / Open Houses:** Public workshops are often held during development of various transportation plans. Workshops may be held at the initial stage of plan development and later on in the process to allow the public opportunity to comment on a draft plan or project concept. These are typically casual, open meeting formats. Notices of workshops may be advertised in the newspaper and the website.
- **Public Hearings:** Public hearings are used to solicit public comments on a project or issue being considered by the Mariposa County LTC. Hearings provide a formal setting for citizens to provide comments to the Mariposa County LTC or other decision making body. The requirement for a formal public hearing is usually 30 days prior to the hearing.
- **Availability of Plans and Documents:** Documents at all stages will be available for review by the public at the Mariposa County Public Works Department and on the Mariposa County Public Works website. A copy of key regional draft documents, such as the RTP, may also be made available at other locations throughout the County, such as the public libraries.

Other Possible Tools for Public Outreach:

- **Display Ads:** Display ads in newspapers may be used to promote meetings that are not regularly scheduled or agenda items that may be of wide public interest. They are used to reach a larger audience than those that typically read legal ads. Display ads may also be used to advertise public comment periods on proposed plans, programs, or documents.
- **Direct Mailings:** Letters or announcements may be mailed to lists of individuals or agencies regarding a specific project. The mailing list will be customized for each project.
- **Posters and Flyers:** Typically used to promote public workshops or meetings. The posters and/or flyers would be distributed at public places, such as county offices, libraries, etc. The announcement may contain a brief description of the purpose of the meeting / workshop, the time, location and contact information. Posters and flyers may be used to reach a larger group of individuals that cannot usually be reached by direct mailings.

Mariposa County Local Transportation Commission Website

Mariposa County Local Transportation Commission information meeting notices and announcements on the agency's website at www.mariposacounty.org/transportation. Additional public input can be obtained by the Title VI Complaint Form, which is available as a download in English and Spanish.

Language Assistance Plan

Overview

The first section in this document describes the purpose of the Language Assistance Plan (LAP). The second section in this document provides the four-factor Limited English Proficient (LEP) analysis as outlined by the Department of Transportation (DOT) used to identify LEP needs and assistance measures. The four-factor LEP analysis includes:

- **Factor 1:** The number or proportion of LEP persons in the service area who may be served by Mariposa County Local Transportation Commission.
- **Factor 2:** The frequency with which LEP persons come in contact with Mariposa County Local Transportation Commission service.
- **Factor 3:** The importance of services provided by Mariposa County Local Transportation Commission to the LEP population.
- **Factor 4:** The resources available to Mariposa County Local Transportation Commission and overall cost to provide LEP assistance.

The third and final section discusses the implementation of the Language Assistance Plan (LAP), which includes methodologies for identifying LEP individuals, providing services, establishing policies, monitoring the LAP, and recommendations for future LAP implementations.

Purpose of the Language Assistance Plan

This Limited English Proficiency Plan has been prepared to address Mariposa County Local Transportation Commission's responsibilities as a recipient of federal financial assistance as they relate to the needs of individuals with limited English proficiency language skills. The plan has been prepared in accordance with the following federal mandates:

- **Title VI of the Civil Rights Act of 1964** prohibits discrimination on the basis of race, color, and national origin in programs and activities receiving federal financial assistance. One critical concern addressed by Title VI is the language barrier that Limited English Proficiency (LEP) persons face with respect to accessing information about and using transit service. Transit operators must ensure that this group has adequate access to the agency's programs and activities, including public participation opportunities.
- **Executive Order 13166**, titled "Improving Access to Services for Persons with Limited English Proficiency," forbids funding recipients from "restricting an individual in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service, financial aid, or other benefit under the program," or from "utilize[ing] criteria or methods of administration which have the effect of subjecting individuals to discrimination because of their race, color, or national origin, or have the effect of defeating or substantially impairing accomplishment of the objectives of the program as respects to individuals of a particular race, color, or national origin."

- **FTA Circular 4702.1B** was developed by the Federal Transit Administration (FTA) and details the administrative and reporting requirements for recipients of FTA financial assistance to comply with Title VI and related executive orders including on LEP.

The United States Department of Transportation (DOT) published guidance that directed its recipients to ensure meaningful access to the benefits, services, information, and other important portions of their programs and activities for Limited English Proficient (LEP) customers. LEP individuals are those who do not speak English as their primary language and have limited ability to read, write or understand English.

Mariposa County Local Transportation Commission's goal is to provide meaningful access for LEP customers to all of its services. Efforts to effectively engage LEP individuals will ensure that Limited English Proficient (LEP) persons can equally contribute to and benefit from the development and improvement of Mariposa County Local Transportation Commission services.

The plan outlines how to identify a person who may need language assistance, the ways in which assistance can be provided, how to notify LEP persons that assistance is available, any necessary staff training that may be required, and measures to regularly monitor and evaluate the plan that complies with the requirements of DOT LEP guidance.

Results of the Four Factor Analysis

Factor 1: The number or proportion of LEP persons in the service area who may be served by Mariposa County Local Transportation Commission.

Mariposa County Local Transportation Commission used available census data from the U.S. Census Bureau 2010—2020 American Community Survey (ACS) to determine and identify LEP populations within its geographic service boundary.

As demonstrated in the table below, it was determined that out of Mariposa County's census population of 17,131 residents, 14.8% are of Hispanic descent. Of this number, 4.69% speak English "very well" and 1.21% speak English less than "very well".

All other non-English languages resulted in less than 1% of the population. Based on these ACS census numbers, no LEP group falls outside of the SAFE HARBOR PROVISION of over 5% or 1,000 (whichever is less).

Mariposa County, California	Estimate	Percentage
Total Population	17,131	100%
Speak English Only	15,760	92.0%
Latino/Hispanic Population within Mariposa Co.	1,009	5.89%
Speak English "very well"	803	4.69%
Speak English less than "very well"	206	1.21%

Factor 2: The frequency with which LEP persons come into contact with the program.

Mariposa County Local Transportation Commission's staff reviewed the frequency with which Dial-a-Ride staff, dispatchers, and the bus drivers could have contact with LEP individuals. To date, Mariposa County's Transit Dial-a-Ride system has not received any incoming calls or requests for interpreters and zero requests for translated program documents, resulting in a less than 1% (< 1%) for transportation services.

Factor 3: The nature and importance of the service provided by the program to people's lives.

Mariposa County is located in the western foothills of the Sierra Nevada Mountains and is exceptionally rural with a dispersed population encompassing approximately 1,463 square miles. The county does not contain incorporated cities. However, three of its communities have been recognized as census-designated areas: Bootjack, Yosemite Valley and Mariposa, with Mariposa established as the County Seat. Other unincorporated towns include Coulterville, Hornitos, El Portal, Midpines, Yosemite Village, Wawona, and Catheys Valley.

The county seat of Mariposa has a population of 2,173. This represents approximately twelve percent (12%) of the county's overall population, illustrating the rural disbursement of the population. Per the census report, about twenty-one percent (21%) of Mariposa County residents are seniors over the age of 65 (higher than the statewide average of 11.4%), with approximately twelve percent (12%) of the county's population living at or below the federal poverty level.

To meet the needs of such a diverse and widely dispersed population, many who are seniors, Mariposa County operates a dial-a-ride transit system, informally known as Mari-Go, providing Dial-a-Ride services to the general public by dividing the service areas into North County and South County and also provides medical dial-a-ride transportation services for seniors and veterans locally and to the cities of Fresno, Merced, and Oakhurst via ADA mini-vans, by appointment only, Monday through Friday, based on driver availability and weather conditions.

The South County transit Dial-a-Ride service, operating from the county seat of Mariposa, is a curb-to-curb service with designated routes and service areas on specific days; service is provided between 8:30 AM and 4:00 PM. Regular transit routes operate five days a week (Holidays excluded) area for shopping, health care, public services, etc. with service to the following areas:

- Monday—Hwy 49 North, Hornitos, and Catheys Valley;
- Tuesday—Mariposa to Merced, picking up in the town area and along the Hwy 140 West corridor to Merced;
- Wednesday—Hwy 49 South, Ben Hur, Indian Peak, and Usona roads, the Ponderosa Basin and Lushmeadows areas;
- Thursday—Mariposa town area (2-3 mile radius of the Mariposa Senior Activity Center); and
- Friday—Hwy 140 East to the Midpines area, Triangle and Carter roads.

Mariposa County Local Transportation Commission, North County, provides transportation service for the communities of Coulterville, Greeley Hill, and the Don Pedro (Mariposa County only) area. Service to this northern part of the county is limited; Tuesdays are designated for the general public, transporting many to the Sonora (Tuolumne County) area for shopping, health care, public services, etc.

Transportation between Mariposa and the Coulterville/Greeley Hill area can be provided if prior arrangements have been made in advance.

While, the Mariposa County Local Transportation Commission program is relatively small, it does provide opportunities to the general public for shopping, health care, public services, etc., that enhances the quality of life for adults, seniors, and veterans.

Factor 4: The resources available to the recipient for LEP outreach, as well as the costs associated with that outreach.

Mariposa County Local Transportation Commission operating budget does not have a specific line-item for providing language access and outreach. Outreach expenses as they relate to LEP populations are split among several departments depending on which department is responsible for the outreach. Costs for translation of documents is minimal and has not been quantified as noted in Factor 2 as the frequency of contact is less than 1%.

Mariposa County Local Transportation Commission has access to a variety of services and resources that can help in outreaching and providing LEP assistance at low or no cost. Community regionally-based resources include:

- Mariposa County Government Center
- Mariposa Senior Activity Center
- Mariposa County Health & Human Services Agency
- Mariposa County Adult Social Services Agency
- Mariposa County Social Services Transportation Advisory Council (SSTAC)
- Mariposa County Local Transportation Commission (LTC) Unmet Transit Needs Process
- Area 12 Agency on Aging Advisory Board—Transportation Committee

The above community resources have been used on a regular basis to assist in identifying needs of the County's LEP population. They will also serve as a means to widely disseminate transit service information and announcements and notify the LEP population of planned workshops and outreach efforts.

Specific outreach to LEP populations has not been conducted as a reasonably significant number of LEP persons have not been served by this program, as indicated in Factor 2.

Currently, under the SAFE HARBOR PROVISION, the Limited English Proficient population in Mariposa County's Transit service area does not meet the minimum requirements for mandatory translation of documents. However, Mariposa County will assess the language needs of residents in its service area on an ongoing basis through outreach, workshops, and annual programming surveys. As Mariposa County Local Transportation Commission expands its services and/or ridership, it will review the plans and strategies in place to better reach the limited English speaking populations.

Safe Harbor Provision

The Federal Transit Authority Circular 4702.1B states:

"DOT has adopted DOJ's Safe Harbor Provision, which outlines circumstances that can provide a "safe harbor" for recipients regarding translation of written materials for LEP populations. The Safe Harbor Provision stipulates that, if a recipient provides written translation of vital documents for each eligible LEP language group that constitutes five percent (5%) or 1,000 persons, whichever is less, of the total population of persons eligible to be served or likely to be affected or encountered, then such action will be considered strong evidence of compliance with the recipient's written translation obligations. Translation of non-vital documents, if needed, can be provided orally. If there are fewer than 50 persons in a language group that reaches the five percent (5%) trigger, the recipient is not required to translate vital written materials but should provide written notice in the primary language of the LEP language group of the right to receive competent oral interpretation of those written materials, free of cost.

These safe harbor provisions apply to the translation of written documents only. They do not affect the requirement to provide meaningful access to LEP individuals through competent oral interpreters where oral language services are needed and are reasonable. A recipient may determine, based on the Four Factor Analysis, that even though a language group meets the threshold specified by the Safe Harbor Provision, written translation may not be an effective means to provide language assistance measures. For example, a recipient may determine that a large number of persons in that language group have low literacy skills in their native language and therefore require oral interpretation. In such cases, background documentation regarding the determination shall be provided to FTA in the Title VI Program."

Implementation of Mariposa County Local Transportation Commission's Language Assistance Plan

Identifying LEP Individuals

As demonstrated in Four-Factor Analysis (Factor 1), it was determined out of Mariposa County's census population of 17,131 residents, 5.89% are of Latino/Hispanic descent. Of this number, 4.69% speak English "very well" and 1.21% speaks English less than "very well". To date, Mariposa County Local Transportation Commission has not received any incoming calls or requests for interpreters and zero requests for translated program documents, resulting in a less than 1% (< 1%) for transportation services.

Language Assistance Measures & Training

Though the results of the Four-Factor Analysis indicate that interpretation services may not be needed at this time, Mariposa County Local Transportation Commission will strive to identify LEP individuals residing in Mariposa County with the usage of the Census Bureau's Language Identification Flashcards ("I Speak" cards), in the office, on buses, and at any public transportation meetings and/or workshops. Mariposa County Local Transportation Commission will also provide annual transit program surveys in both English and Spanish as this will help in identifying the language assistance needs of the future.

Mariposa County Local Transportation Commission will provide ongoing annual training to all transit staff members following Title VI procedural guidelines which include:

- How to respond to LEP individuals in person
- How to document LEP individuals' needs
- How to respond to civil rights complaints
- How to respond to LEP individuals on the telephone
- How to respond to written correspondence from LEP individuals
- How to use Language Information "I Speak" cards

While Mariposa County Local Transportation Commission does not currently have an on-going need for professional translation services, documents that are offered in Spanish include:

- Title VI Notice to the Public
- Title VI Complaint Form
- Title VI Complaint Procedures
- Mariposa County Local Transportation Commission website Title VI information

Assurances

Mariposa County Local Transportation Commission services will ensure that no person, on the grounds of race, color, national origin, as provided by Title VI of the Civil Rights Act of 1964, will be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination. Further, Mariposa County Local Transportation Commission's Dial-a-Ride system will notify the public of the protections against discrimination afforded to them by Title VI regulations and will take

preventive corrective and disciplinary action necessary to stem behavior that violated the rights and privileges the regulations are designed to protect.

Mariposa County Local Transportation Commission will post to its website and ensure that it reflects up to date information consistent with the requirements of 49 CFR Section 21.9(d).

Public Outreach Meetings & Activities

Mariposa County Local Transportation Commission is an active and participatory member of the Social Service Transportation Advisory Council (SSTAC) in which membership is appointed by the Mariposa County Board of Supervisors acting as the Local Transportation Commission (LTC). SSTAC serves as the Citizen Advisory Committee to the LTC and is used to assess transportation needs throughout the county and meets every six (6) months, historically in October and April.

Staff also collaborates with the Mariposa County Local Transportation Commission during vital session regarding transportation planning and at its annual Unmet Transit Needs hearing. The Unmet Transit Needs process invites public testimony either in-person at the hearing, by USPS mail, or via email where a name and local address are provided.

In addition, Mariposa County Local Transportation Commission has access to a variety of other community-based services and resources that help in outreach and providing LEP assistance. Community regionally-based resources include:

- Mariposa County Government Center
- Mariposa Senior Activity Center
- Mariposa County Health & Human Services Agency
- Mariposa County Adult Social Services Agency
- Area 12 Agency on Aging Advisory Board—Transportation Committee

The above community resources have been used on a regular basis to assist with the identification of needs within the county. They also serve as a means to widely disseminate transportation service information and announcements and help notify the LEP population of planned workshops and outreach efforts.

The following is a brief summary of outreach efforts conducted by Mariposa County Local Transportation Commission for the past three (3) years:

- Public comment sought for updating the “Short Range Transit Plan 2021” survey postcards mailed out on May 25, 2021, to previous and current Transit clients. Public comment period on the “Draft Short Range Transit Plan 2021” published July 22, 2021 – August 8, 2021.
- SSTAC meetings to discuss any “unmet Transit Needs” held on the following dates: October 29, 2020, April 29, 2021, October 27, 2021, April 27, 2022, October 26, 2022, and April 26, 2023
- Mariposa County Local Transportation Commission’s Annual Unmet Transit Needs Hearings on June 22, 2021, June 14, 2022, and June 13, 2023

Monitoring and Updating the LEP Plan

A thorough review of this Language Assistance Plan will be undertaken every three years concurrent with updating and submitting the Mariposa County Local Transportation Commission Title VI Program. At that time, the LEP population will be reassessed via current census information in order to ensure all significant LEP languages are included in Mariposa County Local Transportation Commission’s language assistance efforts.

Mariposa County Local Transportation Commission will regularly assess the effectiveness of how it communicates with LEP individuals by including questions about language assistance and information needs via an annual community/ridership surveys (available in Spanish) and having conversations with other Community regionally-based resources.

Mariposa County Local Transportation Commission will track its language assistance efforts by keeping a record of staff [office and driver(s)] interactions with LEP individuals and all completed surveys.

Availability of Title VI Plans & Procedures

Mariposa County Local Transportation Commission's LEP Plan and the Title VI procedures are provided on the County of Mariposa's website at www.mariposacounty.org/transportation." Any agency or person(s) with internet access will be able to view and print the plan from the county's website. Alternatively, any agency or person may request a copy of the plan via the telephone, FAX, mail, or in person and shall be provided a copy of the plan at no cost.

Questions or comments regarding the Mariposa County Local Transportation Commission's LEP Plan may be submitted to:

Mariposa County Local Transportation Commission
Attn: Executive Director
4639 Ben Hur Rd
Mariposa, CA 95338

Office: (209) 966-5356
FAX: (209) 966-2828

Requirement to Develop System-Wide Standards & Policies

FTA requires all fixed-route transit providers to develop quantitative service standards and policies for their fixed-route services. Individual public transportation providers may set standards that best reflect their local environment.

This requirement is not applicable to Mariposa County Local Transportation Commission as it operates Dial-a-Ride services only.

Membership of Non-Elected Committees and Councils

Mariposa County Local Transportation Commission does not have a non-elected transit related advisory council at this time. However, Mariposa County Local Transportation Commission is an active member of the Social Service Transportation Advisory Council (SSTAC) in which membership is appointed by the Mariposa County Board of Supervisors acting as the Local Transportation Commission (LTC). SSTAC serves as the Citizen Advisory Committee to the LTC to assess transportation needs throughout the county. The SSTAC participates in the updates to the Short Range Transit Plan—Mariposa County Local Transportation Commission and the Mariposa County Coordinated Public Transit—Human Services Transportation Plan.

Mariposa County's LTC encourages participation on this non-elected committee via requests for participation and/or nomination of persons involved with local human service agencies and other stakeholders.

Social Service Transportation Advisory Council (SSTAC) is required pursuant to Section 99238 of the Public Utilities Code [Transportation Development Act (TDA)]. Mariposa County's SSTAC meets at least twice a year to:

- Participate in the identification of transit needs in Mariposa County, including unmet transit needs that may exist and that may be reasonable to meet;
- Review and recommend actions concerning the Mariposa County Local Transportation Commission (LTC) Resolutions regarding (a) there are no unmet transit needs, (b) there are no unmet transit needs that are reasonable to meet, or (c) there are unmet transit needs that are reasonable to meet; and
- Advise the LTC on any other major transit issues including the coordination and consolidation of specialized transportation services.

Title VI Equity Analysis

Mariposa County Local Transportation Commission has not used FTA funding for construction of its transportation facilities.



MARIPOSA COUNTY

Board of Supervisors



Local Transportation Commission

MEETING: September 12, 2023
TO: The Board of Supervisors
FROM: Shannon Hansen, Director of Public Works and Transportation
RE: Adopt a Resolution Approving the LTC Title VI Program

RECOMMENDATION AND JUSTIFICATION

Adopt a Resolution Approving the Mariposa County Local Transportation Commission Title VI Program.

This action is presented to the Local Transportation Commission every three (3) years in order for the Local Transportation Commission (LTC) to be fully compliant with stated requirements of Title VI of the Civil Rights Act of 1964 in order to receive Federal Funding. This action ensures that services and benefits are provided on a non-discriminatory basis.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The LTC approved Mariposa County's prior Title VI Program on September 22nd, 2020 with LTC #2020-16.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Failure to approve and execute this resolution will result in loss of funding for Federal Transportation Assistance Programs.

FINANCIAL IMPACT

ATTACHMENTS

1. LTC Resolution 9-12-23

**MARIPOSA COUNTY
LOCAL TRANSPORTATION COMMISSION**
Resolution Number LTC 23-

**A RESOLUTION OF THE MARIPOSA COUNTY LOCAL TRANSPORTATION
COMMISSION AUTHORIZING THE
TITLE VI COMPLIANCE PLAN FOR THE AGENCY.**

WHEREAS, the Mariposa County Local Transportation Commission desires to comply with Title VI of the Civil Rights Act of 1964, including new provisions detailed in U.S. Department of Transportation's FTA Circular 4702.1B, "Title VI Requirement and Guidelines for Federal Transit Administration Recipients,"

WHEREAS, the Mariposa County Local Transportation Commission authorizes approval of the compliance plan developed by staff to comply with necessary provisions of the Civil Rights Act,

NOW, THEREFORE BE IT RESOLVED, by the Mariposa County Local Transportation Commission as follows:

1. The Mariposa County Local Transportation Commission authorizes approval of the Mariposa County Local Transportation Commission Title VI Program developed on September 12th, 2023, a copy of which is attached hereto.
2. The Mariposa County Local Transportation Commission Executive Director is authorized to implement the components of the plan in order to meet Federal requirements.
3. The Mariposa County Local Transportation Commission Executive Director is authorized to implement policies that may be necessary to comply with subsequent revisions or interpretations to the Civil Rights Act.

PASSED AND ADOPTED by the Mariposa County Local Transportation Commission this 12th day of September 2023.

AYES:
NOES:
EXCUSED:
ABSTAIN:

**Wayne Forsythe, Chair
Local Transportation Commission**

ATTEST:

APPROVED AS TO FORM:

Danielle Bondshu, Clerk of the Board

Steven W. Dahlem, County Counsel

Public comment notice

Mariposa County is updating their Short Range Transit Plan. The goal of this plan is to improve transit services throughout Mariposa County.

We are seeking public comment for a two-week period starting July 26th, 2021. The draft plan will be located on the county website: www.mariposacounty.org or a copy may be obtained at the Mariposa County Public Works office located at 4639 Ben Hur Rd, Mariposa, CA 95338.

Please direct any comments via email to MSoto@walkerconsultants.com or jclayton@mariposacounty.org. Written comments can be sent to Mariposa County Public Works, Transportation Planning Attn: Jeannie Morvay-Clayton. The deadline for comments is Monday, August 9th, 2021 @ 4:30 pm.



MARIPOSA COUNTY
CALIFORNIA



HELP IMPROVE TRANSIT SERVICE IN MARIPOSA COUNTY ON MARI-GO

Mariposa County Transit is conducting a passenger survey to evaluate the Mari-Go and Medi-Trans services and assess your transit needs. Your response is very important to plan and improve transit services.

Please help us improve your service by completing this survey. Your answers are completely confidential!

<https://www.surveymonkey.com/r/Mari-Go>



7/22/2021:1C

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7/22, 29, 8/5/2021:3C

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7/22, 29, 8/5/2021:3C

MARIPOSA GAZETTE:

Mariposa County Local Transportation Commission



Commissioners

District 1.....[Rosemarie Smallcombe](#)
District 2.....[Merlin Jones](#)
District 3.....[Marshall Long](#)
District 4.....[Kevin Cann](#)
District 5.....[Miles Menetrey](#)

Mike Healy
Executive Director, MCLTC
4639 Ben Hur Road
Mariposa, CA 95338
(209) 966-5356

SOCIAL SERVICES TRANSPORTATION ADVISORY COUNCIL

NOTICE OF MEETING

The Mariposa County Social Services Transportation Advisory Council (SSTAC) will meet at 10:00 a.m. Thursday, October 29, 2020, in the Mariposa County Government Center Board Room, 5100 Bullion Street, Mariposa, CA to confer, take public input and make recommendations to the Local Transportation Commission regarding transit services and “unmet” transit needs.

Please contact Jeannie Morvay-Clayton in Transportation Planning at the Department of Public Works, Local Transportation Commission (209) 966-5356 or email jclayton@mariposacounty.org for additional information.

AGENDA

1. Call to Order/Determination of Quorum
2. Introductions
3. Accept applications for committee [members](#)
4. Update on any items of significance from committee members.
5. Adjourn until April 2021, date TBD.

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Public Works Department at (209) 966-5356.

MARIPOSA GAZETTE:

PLEASE PUBLISH: October 15th, October 22nd, October 29th, 2020

SOCIAL SERVICES TRANSPORTATION ADVISORY COUNCIL

NOTICE OF MEETING

The Mariposa County Social Services Transportation Advisory Council will meet at 10:00 a.m., October 29th, 2020 in the Government Center Board Chambers, 5100 Bullion Street, Mariposa, CA. to confer, take public input and make recommendations to the Mariposa County Local Transportation Commission regarding transit services and “Unmet” transit needs. Please contact Jeannie Morvay-Clayton at the Department of Public Works (209) 966-5356 for additional information.

PLEASE PROVIDE CERTIFICATE OF PUBLICATION

Send Bill To:

Mariposa County Local Transportation Commission
4639 Ben Hur Road
Mariposa, CA 95338
PH: (209) 966-5356

MARIPOSA GAZETTE:

Mariposa County Local Transportation Commission



Commissioners

District 1.....Rosemarie Smallcombe
District 2.....Tom Sweeney
District 3.....Marshall Long
District 4.....Wayne Forsythe
District 5.....Miles Menetrey

Mike Healy
Executive Director, MCLTC
4639 Ben Hur Road
Mariposa, CA 95338
(209) 966-5356

SOCIAL SERVICES TRANSPORTATION ADVISORY COUNCIL

NOTICE OF MEETING

The Mariposa County Social Services Transportation Advisory Council (SSTAC) will meet at 10:00 a.m. Thursday, April 29, 2021, in the Mariposa County Government Center Board Room, 5100 Bullion Street, Mariposa, CA to confer, take public input and make recommendations to the Local Transportation Commission regarding transit services and “unmet” transit needs.

Please contact Jeannie Morvay-Clayton in Transportation Planning at the Department of Public Works, Local Transportation Commission (209) 966-5356 or email iclayton@mariposacounty.org for additional information.

AGENDA

1. Call to Order/Determination of Quorum
2. Introductions
3. Accept applications for committee members
4. Update on any items of significance from committee members.
5. Adjourn until October 2021, date TBD.

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Public Works Department at (209) 966-5356.

MARIPOSA GAZETTE:

PLEASE PUBLISH: April 22nd and April 29th, 2021

SOCIAL SERVICES TRANSPORTATION ADVISORY COUNCIL

NOTICE OF MEETING

The Mariposa County Social Services Transportation Advisory Council will meet at 10:00 a.m., April 29th, 2021 in the Government Center Board Chambers, 5100 Bullion Street, Mariposa, CA. to confer, take public input and make recommendations to the Mariposa County Local Transportation Commission regarding transit services and “Unmet” transit needs. Please contact Jeannie Morvay-Clayton at the Department of Public Works (209) 966-5356 for additional information.

PLEASE PROVIDE CERTIFICATE OF PUBLICATION

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Mariposa County Local Transportation Commission
4639 Ben Hur Road
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PH: (209) 966-5356

MARIPOSA GAZETTE:

Mariposa County Local Transportation Commission

Commissioners

District 1...[Rosemarie Smallcombe](#)
District 2...[Tom Sweeny](#)
District 3...[Marshall Long](#)
District 4...[Wayne Forsythe](#)
District 5...[Miles Menetrey](#)

Shannon Hansen
Interim Director of Public Works
& Transportation
4639 Ben Hur Road
Mariposa, CA 95338
(209) 966-5356

SOCIAL SERVICES TRANSPORTATION ADVISORY COUNCIL

NOTICE OF MEETING

The Mariposa County Social Services Transportation Advisory Council (SSTAC) will meet at 11:00 a.m. Wednesday, October 27, 2021, in the Mariposa County Health & Human Services Building, 5362 ~~Lemee~~ Lane, Mariposa, CA to confer, take public input and make recommendations to the Local Transportation Commission regarding transit services and “unmet” transit needs.

Please contact Jeannie Morvay-Clayton in Transportation Planning at the Department of Public Works, Local Transportation Commission (209) 966-5356 or email jclayton@mariposacounty.org for additional information.

AGENDA

1. Call to Order/Determination of Quorum
2. Introductions
3. Accept applications for committee [members](#)
4. Update on any items of significance from committee members.
5. Adjourn until April 2022, date TBD.

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Public Works Department at (209) 966-5356.

MARIPOSA GAZETTE:

PLEASE PUBLISH: October 7^h, October 14th, October 21st, 2021

SOCIAL SERVICES TRANSPORTATION ADVISORY COUNCIL

NOTICE OF MEETING

The Mariposa County Social Services Transportation Advisory Council will meet at 11:00 a.m., October 27th, 2021 in the Health & Human Services Building, 5362 Lemee Lane, Mariposa, CA. to confer, take public input and make recommendations to the Mariposa County Local Transportation Commission regarding transit services and “Unmet” transit needs. Please contact Jeannie Morvay-Clayton at Mariposa County Public Works (209) 966-5356 or email jclayton@mariposacounty.org for additional information.

PLEASE PROVIDE CERTIFICATE OF PUBLICATION

Send Bill To:

Mariposa County Local Transportation Commission
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Mariposa, CA 95338
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District 4... Wayne Forsythe
District 5... Miles Menetrey

Shannon Hansen
Director of Public Works
& Transportation
4639 Ben Hur Road
Mariposa, CA 95338
(209) 966-5356

SOCIAL SERVICES TRANSPORTATION ADVISORY COUNCIL

NOTICE OF MEETING

The Mariposa County Social Services Transportation Advisory Council (SSTAC) will meet at 10:00 a.m. Wednesday, April 27, 2022, in the Government Center Board Chambers, 5100 Bullion Street, Mariposa, CA to confer, take public input and make recommendations to the Local Transportation Commission regarding transit services and “unmet” transit needs.

Please contact Jeannie Morvay-Clayton in Transportation Planning at the Department of Public Works, Local Transportation Commission (209) 966-5356 or email jclayton@mariposacounty.org for additional information.

AGENDA

1. Call to Order/Determination of Quorum
2. Introductions
3. Accept applications for committee members
4. Update on any items of significance from committee members.
5. Adjourn until October 2022, date TBD.

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Public Works Department at (209) 966-5356.

MARIPOSA GAZETTE:

PLEASE PUBLISH: April 14th and April 21st, 2022

SOCIAL SERVICES TRANSPORTATION ADVISORY COUNCIL

NOTICE OF MEETING

The Mariposa County Social Services Transportation Advisory Council will meet at 10:00 a.m., April 27th, 2022 in the Government Center Board Chambers, 5100 Bullion Street, Mariposa, CA to confer, take public input and make recommendations to the Mariposa County Local Transportation Commission regarding transit services and “Unmet” transit needs. Please contact Jeannie Morvay-Clayton at Mariposa County Public Works (209) 966-5356 or email jclayton@mariposacounty.org for additional information.

PLEASE PROVIDE CERTIFICATE OF PUBLICATION

Send Bill To:

Mariposa County Local Transportation Commission
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Mariposa, CA 95338
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MARIPOSA GAZETTE:

Mariposa County Local Transportation Commission



Commissioners

District 1.....Rosemarie Smallcombe
District 2.....Vacant
District 3.....Marshall Long
District 4.....Wayne Forsythe
District 5.....Miles Menetrey

Shannon Hansen
Executive Director - MCLTC
4639 Ben Hur Road
Mariposa, CA 95338
(209) 966-5356

SOCIAL SERVICES TRANSPORTATION ADVISORY COUNCIL

NOTICE OF MEETING

The Mariposa County Social Services Transportation Advisory Council (SSTAC) will meet at 10:00 AM Wednesday, October 26, 2022, in the Government Center Board Chambers, 5100 Bullion Street, Mariposa, CA to confer, take public input and make recommendations to the Local Transportation Commission regarding transit services and "unmet" transit needs.

Please contact Jeannie Morvay-Clayton in Transportation Planning at the Department of Public Works, Local Transportation Commission (209) 966-5356 or email iclayton@mariposacounty.org for additional information.

AGENDA

1. Call to Order/Determination of Quorum
2. Introductions
3. Approve Minutes from April 27, 2022 Meeting
4. Accept applications for committee members
5. Update on any items of significance from committee members.
6. Adjourn until April 2023, date TBD.

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Public Works Department at (209) 966-5356.

MARIPOSA GAZETTE:

PLEASE PUBLISH: October 13th and October 20th, 2022

SOCIAL SERVICES TRANSPORTATION ADVISORY COUNCIL

NOTICE OF MEETING

The Mariposa County Social Services Transportation Advisory Council will meet at 10:00 AM, October 26th, 2022 in the Government Center Board Chambers, 5100 Bullion Street, Mariposa, CA to confer, take public input and make recommendations to the Mariposa County Local Transportation Commission regarding transit services and “Unmet” transit needs. Please contact Jeannie Morvay-Clayton at Mariposa County Public Works (209) 966-5356 or email jclayton@mariposacounty.org for additional information.

PLEASE PROVIDE CERTIFICATE OF PUBLICATION

Send Bill To:

Mariposa County Local Transportation Commission
4639 Ben Hur Road
Mariposa, CA 95338
PH: (209) 966-5356

MARIPOSA GAZETTE:

Mariposa County Local Transportation Commission

Commissioners

District 1.....Rosemarie Smallcombe
District 2.....Shannon Poe
District 3.....Danette Toso
District 4.....Wayne Forsythe
District 5.....Miles Menetrey

Shannon Hansen
Executive Director - MCLTC
4639 Ben Hur Road
Mariposa, CA 95338
(209) 966-5356

SOCIAL SERVICES TRANSPORTATION ADVISORY COUNCIL

NOTICE OF MEETING

The Mariposa County Social Services Transportation Advisory Council (SSTAC) will meet at 10:00 AM Wednesday, April 26, 2023, in the Government Center Board Chambers, 5100 Bullion Street, Mariposa, CA to confer, take public input and make recommendations to the Local Transportation Commission regarding transit services and “unmet” transit needs.

Please contact Jeannie Morvay-Clayton in Transportation Planning at the Department of Public Works, Local Transportation Commission (209) 966-5356 or email jclayton@mariposacounty.org for additional information.

AGENDA

1. Call to Order
2. Introductions - Determination of Quorum
3. Approve Minutes from October 26, 2022 Meeting
4. Approve Annual Report for 2022 to Board of Supervisors
5. Update on CMSP-LICN Grant Program - Presentation by Debra Barcellos
6. Accept applications for council members
7. Update on any items of significance from council members.
8. Adjourn until October 2023, date TBD.

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Public Works Department at (209) 966-5356.

MARIPOSA GAZETTE:

PLEASE PUBLISH: April 13th and April 20th, 2023

SOCIAL SERVICES TRANSPORTATION ADVISORY COUNCIL

NOTICE OF MEETING

The Mariposa County Social Services Transportation Advisory Council will meet at 10:00 AM, April 26th, 2023 in the Government Center Board Chambers, 5100 Bullion Street, Mariposa, CA to confer, take public input and make recommendations to the Mariposa County Local Transportation Commission regarding transit services and “Unmet” transit needs. Please contact Jeannie Morvay-Clayton at Mariposa County Public Works (209) 966-5356 or email jclayton@mariposacounty.org for additional information.

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Mariposa County Local Transportation Commission
4639 Ben Hur Road
Mariposa, CA 95338
PH: (209) 966-5356



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Tuesday, June 22, 2021 – 9:00 a.m.
Mariposa Board of Supervisors
Government Center
5100 Bullion Street
Mariposa, CA 95338

**UNMET TRANSIT NEEDS
NOTICE OF PUBLIC HEARING**

The Mariposa County Local Transportation Commission will hold a public hearing to take testimony regarding transportation needs within Mariposa County. The Hearing will be held on June 22, 2021 at 9:00 am, or as soon thereafter as possible, in the Board Chambers, Government Center, 5100 Bullion Street, Mariposa, CA.

Under the California Transportation Development Act, this hearing opportunity is provided annually to take testimony on potential unmet transit needs within the region. The public, interested agencies, and community groups are encouraged to appear and state those transportation needs which they feel are not currently being met by existing transit services. Testimony should be as specific as possible with regard to those citizens, or groups of citizens, not currently served by transit, the requested type and amount of transit service, the geographic area in which service is needed and any other supporting evidence that will help in the evaluation of the reasonable requested service.

Written comments will also be accepted and read into the record. Please address written comments to the Local Transportation Commission, Mariposa County Department of Public Works, 4639 Ben Hur Road, Mariposa, CA, 95338. Call Jeannie Morvay-Clayton, Transportation Planning at (209) 966-5356 if you have any questions regarding this hearing or would like more information on the Commission's adopted definitions of "unmet transit need" and "reasonable."

If you are unable to attend this meeting, but would like to provide comments, please contact Jeannie Morvay-Clayton, Transportation Planning at:

Mariposa County Public Works
Phone (209) 966-5356

MARIPOSA GAZETTE:

PLEASE PUBLISH: May 20th, May 27th, June 3rd, and June 10th, 2021.

UNMET TRANSIT NEEDS

NOTICE OF PUBLIC HEARING

The Mariposa County Local Transportation Commission will hold a public hearing to take testimony regarding transportation needs within Mariposa County. The hearing will be held on June 22, 2021, @ 9:00 a.m. or as soon thereafter as possible, in the Board Chambers, Government Center, 5100 Bullion Street, Mariposa, CA.

Under the California Transportation Development Act, this hearing opportunity is provided annually to take testimony on potential unmet transit needs within the region. The public, interested agencies, and community groups are encouraged to appear and state those transportation needs which they feel are not currently being met by existing transit services. Testimony should be as specific as possible with regard to those citizens, or groups of citizens, not currently served by transit, the requested type and amount of transit service, the geographic area in which service is needed and any other supporting evidence that will help in the evaluation of the reasonable requested service.

Written comments will also be accepted and read into the record if received by June 10, 2021. Please address written comments to the Local Transportation Commission, Mariposa County Department of Public Works, 4639 Ben Hur Road, Mariposa, CA, 95338. Call (209) 966-5356 if you have any questions regarding this hearing or would like more information on the Commission's adopted definitions of "unmet transit need" and "reasonable."

Jeannie Morvay-Clayton, Transportation Planning

PLEASE PROVIDE CERTIFICATE OF PUBLICATION

Send Bill To:

Local Transportation Commission
4639 Ben Hur Road
Mariposa, CA 95338
PH: (209) 966-5356
FAX: (209) 966-2828



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UNMET



TRANSIT NEEDS

Tuesday, June 14, 2022 – 9:00 a.m.
Mariposa Board of Supervisors
Government Center
5100 Bullion Street
Mariposa, CA 95338

**UNMET TRANSIT NEEDS
NOTICE OF PUBLIC HEARING**

The Mariposa County Local Transportation Commission will hold a public hearing to take testimony regarding transportation needs within Mariposa County. The Hearing will be held on June 14, 2022 at 9:00 am, or as soon thereafter as possible, in the Board Chambers, Government Center, 5100 Bullion Street, Mariposa, CA.

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Written comments will also be accepted and read into the record if received by June 1, 2022. Please address written comments to the Local Transportation Commission, Mariposa County Department of Public Works, 4639 Ben Hur Road, Mariposa, CA, 95338. Call Jeannie Morvay-Clayton, Transportation Planning at (209) 966-5356 if you have any questions regarding this hearing or would like more information on the Commission's adopted definitions of "unmet transit need" and "reasonable."

If you are unable to attend this meeting, but would like to provide comments, please contact Jeannie Morvay-Clayton, Transportation Planning at:
Mariposa County Public Works
Phone (209) 966-5356

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Public Works Department at (209) 966-5356.

MARIPOSA GAZETTE:

PLEASE PUBLISH:

May 12th, May 19th, May 26th, June 2nd, and June 9th, 2022.

UNMET TRANSIT NEEDS

NOTICE OF PUBLIC HEARING

The Mariposa County Local Transportation Commission will hold a public hearing to take testimony regarding transportation needs within Mariposa County. The hearing will be held on June 14, 2022, @ 9:00 a.m. or as soon thereafter as possible, in the Board Chambers, Government Center, 5100 Bullion Street, Mariposa, CA.

Under the California Transportation Development Act, this hearing opportunity is provided annually to take testimony on potential unmet transit needs within the region. The public, interested agencies, and community groups are encouraged to appear and state those transportation needs which they feel are not currently being met by existing transit services. Testimony should be as specific as possible with regard to those citizens, or groups of citizens, not currently served by transit, the requested type and amount of transit service, the geographic area in which service is needed and any other supporting evidence that will help in the evaluation of the reasonable requested service.

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Jeannie Morvay-Clayton, Transportation Planning

PLEASE PROVIDE CERTIFICATE OF PUBLICATION

Send Bill To:

Local Transportation Commission
4639 Ben Hur Road
Mariposa, CA 95338
PH: (209) 966-5356
FAX: (209) 966-2828



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UNMET



TRANSIT NEEDS

Tuesday, June 13, 2023 – 9:00 a.m.
Mariposa Board of Supervisors
Government Center
5100 Bullion Street
Mariposa, CA 95338

**UNMET TRANSIT NEEDS
NOTICE OF PUBLIC HEARING**

The Mariposa County Local Transportation Commission will hold a public hearing to take testimony regarding transportation needs within Mariposa County. The Hearing will be held on June 13, 2023 at 9:00 am, or as soon thereafter as possible, in the Board Chambers, Government Center, 5100 Bullion Street, Mariposa, CA.

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If you are unable to attend this meeting, but would like to provide comments, please contact Jeannie Morvay-Clayton, Transportation Planning at:

Mariposa County Public Works
Phone (209) 966-5356

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Public Works Department at (209) 966-5356.

MARIPOSA GAZETTE:

PLEASE PUBLISH:

May 18th, May 25th, June 1st, and June 8th, 2023.

UNMET TRANSIT NEEDS

NOTICE OF PUBLIC HEARING

The Mariposa County Local Transportation Commission will hold a public hearing to take testimony regarding transportation needs within Mariposa County. The hearing will be held on June 13, 2023, @ 9:00 a.m. or as soon thereafter as possible, in the Board Chambers, Government Center, 5100 Bullion Street, Mariposa, CA.

Under the California Transportation Development Act, this hearing opportunity is provided annually to take testimony on potential unmet transit needs within the region. The public, interested agencies, and community groups are encouraged to appear and state those transportation needs which they feel are not currently being met by existing transit services. Testimony should be as specific as possible with regard to those citizens, or groups of citizens, not currently served by transit, the requested type and amount of transit service, the geographic area in which service is needed and any other supporting evidence that will help in the evaluation of the reasonable requested service.

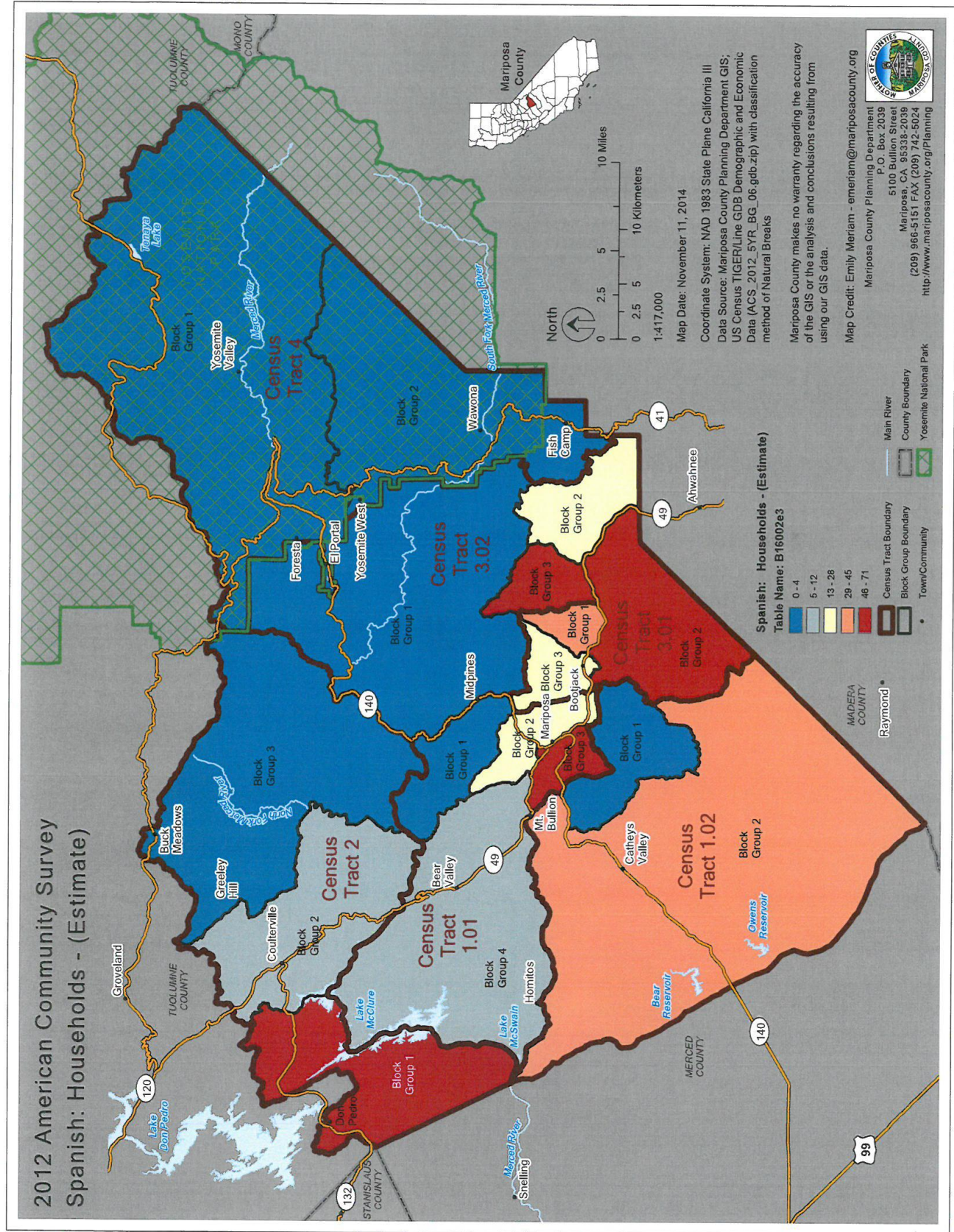
Written comments will also be accepted and read into the record if received by June 1, 2023. Please address written comments to the Local Transportation Commission, Mariposa County Department of Public Works, 4639 Ben Hur Road, Mariposa, CA, 95338. Call (209) 966-5356 if you have any questions regarding this hearing or would like more information on the Commission's adopted definitions of "unmet transit need" and "reasonable."

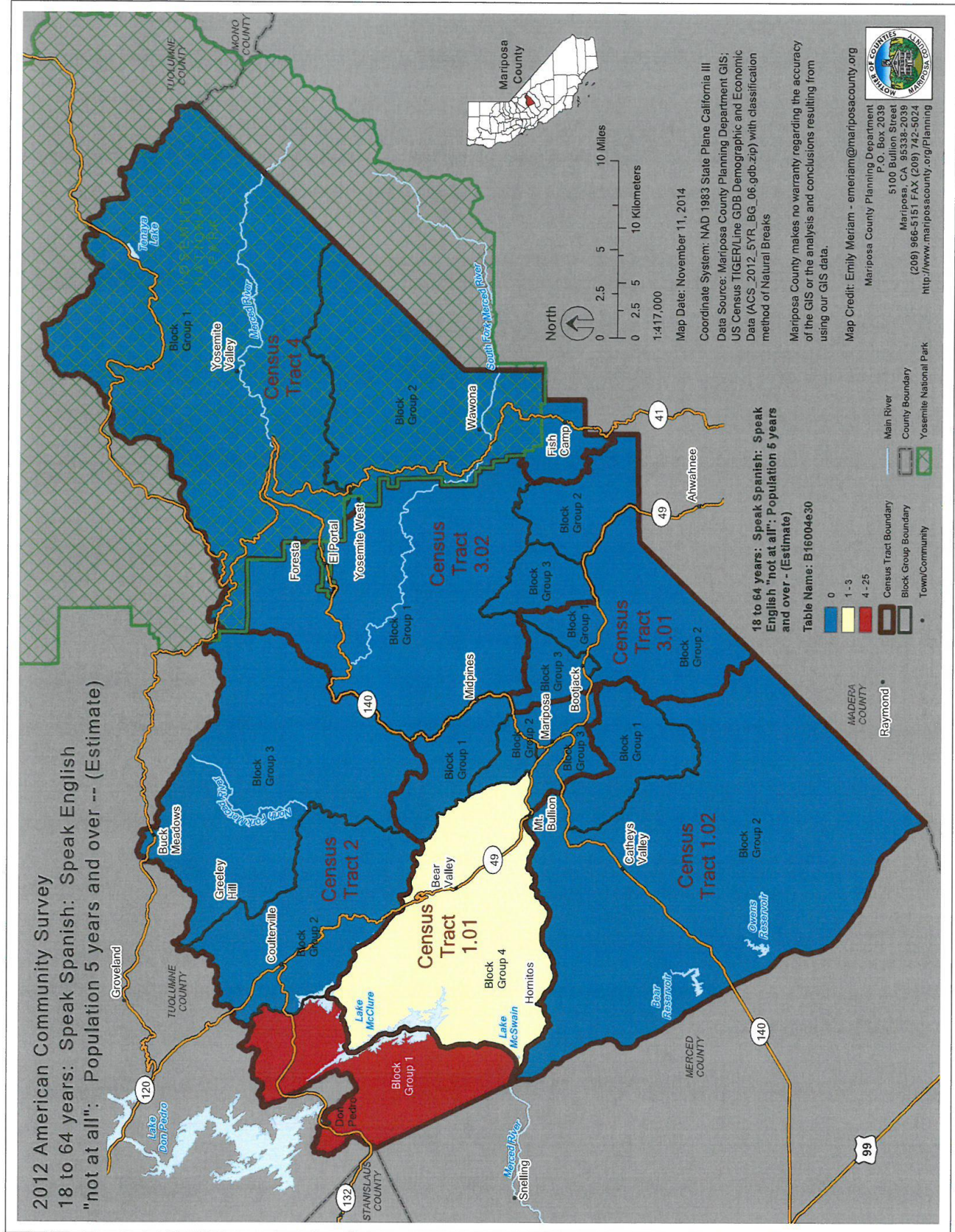
Jeannie Morvay-Clayton, Transportation Planning

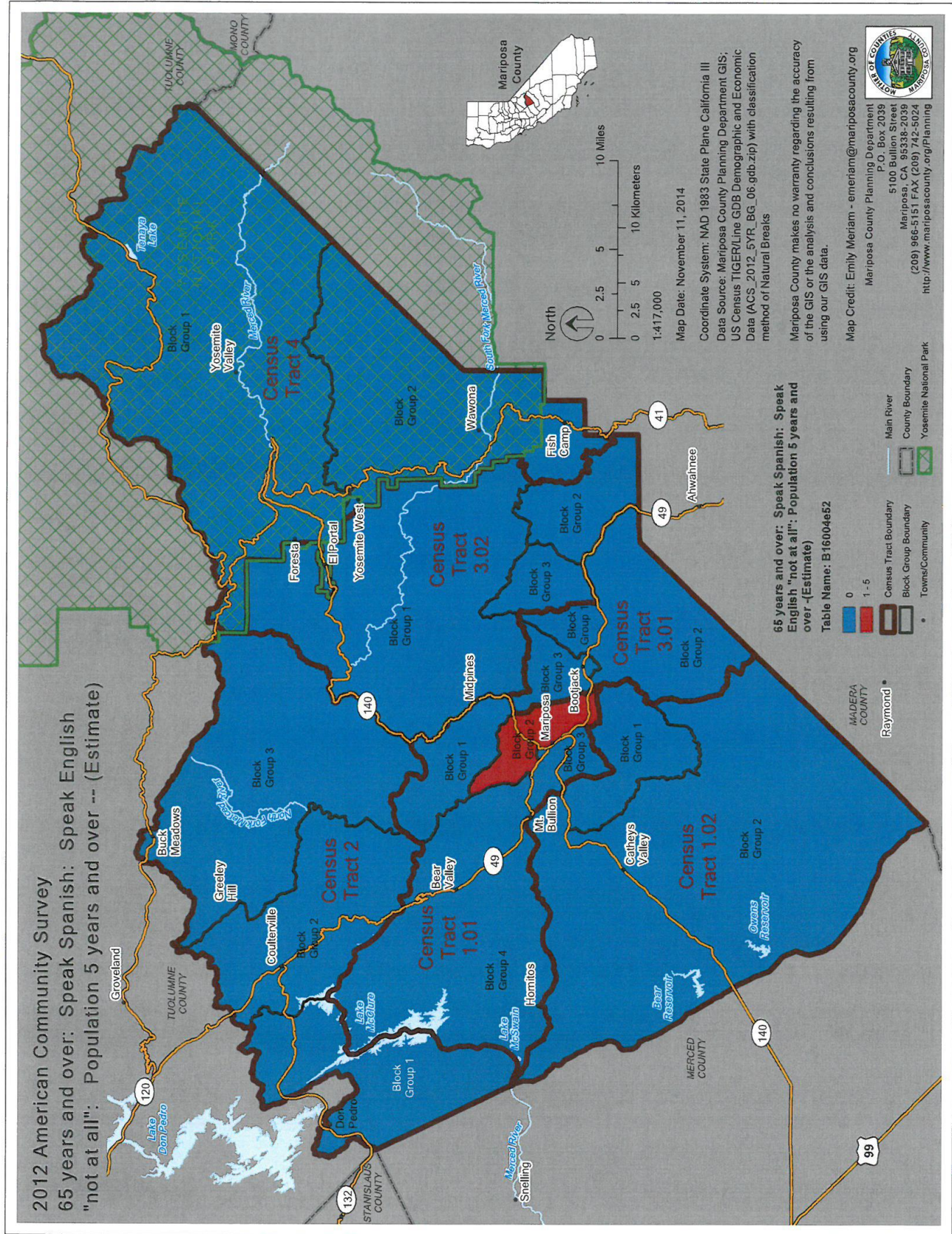
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Send Bill To:

Local Transportation Commission
4639 Ben Hur Road
Mariposa, CA 95338
PH: (209) 966-5356
FAX: (209) 966-2828







**Mariposa County Transit Language Assistance Plan
Passenger Survey**

In order for the Mariposa County Transit bus system to meet the needs of persons with Limited English Proficiency (LEP) we are conducting a simple survey. We appreciate your input, thank you!

1. Do you use (have you ever used) the Mariposa County Transit public bus system?
 - a. Yes
 - b. NoIf yes, which destinations do you most often use the transit system for? (Circle all that apply)
 - a. Work
 - b. Shopping
 - c. Medical
 - d. School
 - e. Social Services
 - f. Recreation
 - g. Other: _____How often do you use the Mariposa County Transit service each month?
 - a. 1—5 times
 - b. 6—10 times
 - c. More tan 10 times
2. How well to you read English?
 - a. Very Well
 - b. Somewhat well
 - c. Not very well
3. How well to you speak English?
 - a. Very Well
 - b. Somewhat well
 - c. Not very well
4. What language do you speak at home? _____
5. Have you ever called the Transit office?
 - a. Yes
 - b. NoIf yes, how well were you able to communicate with the staff?
 - b. Very Well
 - b. Somewhat well
 - c. Not very well
6. How do you get information about Mariposa County Transit services? (Circle all that you use)
 - a. Ask bus drivers
 - b. Call the Transit office
 - c. Read maps & schedules
 - d. Ask other people
 - e. Go to the Transit website
 - f. Other _____
7. Other than riding the bus, do you have access to and drive a vehicle sometimes?
 - a. Yes
 - b. No
8. Do you have Friends or family who speak little to no English, and do not use the bus system?
 - a. Yes
 - b. NoIf yes, to best of your knowledge, what is the reason they do not use the bus system?
 - a. They prefer driving their own vehicle
 - b. They do not understand the system due to language limitations
 - c. The bus schedules/destinations do not fit their needs
 - d. Other: _____

Comments or questions: _____

**Plan de Mariposa County Transit
Para Ayudar Con el Idioma ~ Encuesta Para los Publico**

Para poder ayudar a las personas de Ingles limitado, Mariposa County Transit esta llevando a cabo una encuesta sencilla.
¡Apreciamos su cooperación. Muchas gracias!

1. ¿Usted usa o alguna vez ha usado el sistema de transportación publica de Mariposa?
 - a. Si
 - b. No

Si no lo ha usado, por favor explique porque no: _____

Si contesto si, para ir a cual de estos sitios o lugares, lo usa usted:

a. El trabajo	b. La escuela	c. De compras	d. Servicios Sociales
e. Servicios Medicos	f. Recreacion	g. Otro: _____	

¿Qué tan seguido usa usted el sistema de transportación publica de Mariposa por mes?

a. 1 a 5 veces	b. 6 a 10 veces	c. Mas de 10 veces
----------------	-----------------	--------------------
2. ¿Qué tan bien lee usted Ingles?
 - a. Muy Bien
 - b. Algo bien
 - c. No muy bien
3. ¿Qué tan bien habla usted Ingles?
 - a. Muy Bien
 - b. Algo bien
 - c. No muy bien
4. ¿Qué idioma habla usted en casa? _____
5. ¿Alguna vez ha llamado a la oficina de transito de Mariposa?
 - a. Si
 - b. No

Y si ha llamado, ¿qué tan bien pudo comunicarse con el personal?

a. Muy Bien	b. Algo bien	c. No muy bien
-------------	--------------	----------------
6. ¿Como obtiene información acerca del servicio de transportación publica de Mariposa?
(Marcar todas las que use)
 - a. Le pregunto al conductor
 - b. Consulto mapas y horarios
 - c. Voy al sitio/website de Mariposa County Transit
 - d. Llamo a la oficina de transito
 - e. Pregunto a otra personas
 - f. Otro _____
7. Aparte de usar autobús/camión, ¿usted tiene acceso a otro tipo de transporte?
 - a. Si
 - b. No
8. ¿Tiene familiares o amistades que hablan poco o no Ingles y que no usan el sistema de transportación publica?
 - a. Si
 - b. No

Si contesto si, segun usted, ¿Cuál seria la razón por la que lo usan?

a. Prefieren usar su propio auto
b. No entienden el sistema porque no entienden el Ingles muy bien
c. Los horarios y sitios o lugares no les convienen
d. Otro: _____

Comentarios o preguntas: _____

**Mariposa County Transit Language Assistance Plan
Passenger Survey**

In order for the Mariposa County Transit bus system to meet the needs of persons with Limited English Proficiency (LEP) we are conducting a simple survey. We appreciate your input, thank you!

1. How well do you read English?
 - a. Very well
 - b. Somewhat well
 - c. Not very well
2. How well do you speak English?
 - a. Fluently (very well)
 - b. Okay (somewhat well)
 - c. Barely (not very well)
3. Do you speak a language other than English at home?
 - a. No
 - b. Yes, I speak _____
4. Which destinations do you most often use the transit system for? (Circle all that apply)
 - a. Work
 - b. Shopping
 - c. Medical
 - d. Recreation
 - e. School
 - f. Social Services
 - g. Other _____
5. How often do you use the Mariposa County Transit service each month?
 - a. 1–5 times
 - b. 6–10 times
 - c. More than 10 times
6. Have you ever called the transit office?
 - a. Yes
 - b. No

If yes, how well were you able to communicate with the staff?

 - a. Very well
 - b. Somewhat well
 - c. Not very well
7. How do you get information about Mariposa County Transit services?
(Circle all that you use)
 - a. Ask bus driver(s)
 - b. Call the transit office
 - c. Read maps & schedules
 - d. Ask other people
 - e. Go to the transit website
 - f. Other _____
8. Other than riding the bus, do you have Access to and drive a vehicle sometimes?
 - a. Yes
 - b. No
9. Do you have Friends or family who speak little to no English, and do not use the bus system?
 - a. Yes
 - b. No

If yes, to best of your knowledge, what is the reason they do not use the bus system?

 - a. They prefer driving their own vehicle.
 - b. They do not understand the system due to language limitations.
 - c. The bus schedules/destinations do not fit their needs.
 - d. Other: _____

Comments or questions: _____

Please return your survey to the bus driver. Thank you!

**Plan de Mariposa County Transit
Para Ayudar Con el Idioma ~ Encuesta Para los Pasajeros**

Para poder ayudar a las personas de Ingles limitado, Mariposa County Transit esta llevando a cabo una encuesta sencilla.
¡Apreciamos su cooperación. Muchas gracias!

1. ¿Qué tan bien lee usted Ingles?
a. Muy Bien b. Algo bien c. No muy bien
2. ¿Qué tan bien habla usted Ingles?
a. Muy Bien b. Algo bien c. No muy bien
3. ¿Habla usted una idioma otro de Ingles en casa?
a. No b. Si, hablo _____
4. ¿Para ir a cual de estos sitios o lugares, lo usa usted?
a. El trabajo b. La escuela c. De compras d. Servicios Sociales
e. Servicios Medicos f. Recreacion g. Otro _____
5. ¿Que tan seguido usa usted el sistema de transportación publica de Mariposa County Transit por mes?
a. 1 a 5 veces b. 6 a 10 veces c. Mas de 10 veces
6. ¿Alguna ves ha llamado a la oficina de transito de Mariposa County Transit?
a. Si b. No
Y si ha llamado, ¿Qué tan bien pudo comunicarse con el personal?
a. Muy bien b. Algo bien c. No muy bien
7. ¿Como obtiene información acerca del servicio de transportación publica de Mariposa County Transit?
(Marcar todas las que use)
a. Le pregunto al conductor b. Consulto mapas y horarios
c. Voy al sitio/website de Mariposa County Transit d. Llamo a la oficina de transito
e. Pregunto a otra personas f. Otro _____
8. Aparte de usar autobús/camión, ¿usted tiene acceso a otro tipo de transporte?
a. Si b. No
9. ¿Tiene familiares o amistades que hablan poco o no Ingles y que no usan el sistema de transportación publica?
a. Si b. No
Si contesto si, segun usted, ¿Cuál sería la razón por la que lo usan?
a. Prefieren usar su propio auto
b. No entienden el sistema poruqe no entienden el Ingles muy bien
c. Los horarios y sitios o lugares no les convienen
d. Otro: _____

Comentarios o preguntas: _____

2004 Census Test		United States Census 2010
LANGUAGE IDENTIFICATION FLASHCARD		
☐	ضع علامة في هذا المربع إذا كنت تقرأ أو تتحدث العربية.	1. Arabic
☐	Խոսողում ես ք նշում կատարեք այս քանակություն, եթե խոսում կամ կարդում եք հայերեն:	2. Armenian
☐	যদি আপনি বাংলা পড়েন বা বলেন তা হলে এই বাক্সে দাগ দিন।	3. Bengali
☐	ឈូមបញ្ជាក់ក្នុងប្រអប់នេះ បើអ្នកអាន ឬនិយាយភាសា ខ្មែរ ។	4. Cambodian
☐	Motka i kahhon ya yangin untungnu' manaitai pat untungnu' kumentos Chamorro.	5. Chamorro
☐	如果你能读中文或讲中文，请选择此框。	6. Simplified Chinese
☐	如果你能讀中文或講中文，請選擇此框。	7. Traditional Chinese
☐	Označite ovaj kvadratić ako čitate ili govorite hrvatski jezik.	8. Croatian
☐	Zaškrtněte tuto kolonku, pokud čtete a hovoříte česky.	9. Czech
☐	Kruis dit vakje aan als u Nederlands kunt lezen of spreken.	10. Dutch
☐	Mark this box if you read or speak English.	11. English
☐	اگر خواندن و نوشتن فارسی بلد هستید، این مربع را علامت بزنید.	12. Farsi

DB-3309

U.S. DEPARTMENT OF COMMERCE
Economics and Statistics Administration
U.S. CENSUS BUREAU

Mariposa County Local Transportation Commission
Title VI Program

☐ Cocher ici si vous lisez ou parlez le français.	13. French
☐ Kreuzen Sie dieses Kästchen an, wenn Sie Deutsch lesen oder sprechen.	14. German
☐ Σημειώστε αυτό το πλαίσιο αν διαβάσετε ή μιλάτε Ελληνικά.	15. Greek
☐ Make kazye sa a si ou li oswa ou pale kreyòl ayisyen.	16. Haitian Creole
☐ अगर आप हिन्दी बोलते या पढ़ सकते हैं तो इस बक्स पर चिह्न लगाएँ।	17. Hindi
☐ Kos lub voj no yog koj paub twm thiab hais lus Hmoob.	18. Hmong
☐ Jelölje meg ezt a kockát, ha megérti vagy beszél a magyar nyelvet.	19. Hungarian
☐ Markaam daytoy nga kahon no makabasa wenno makasaoka iti Ilocano.	20. Ilocano
☐ Marchi questa casella se legge o parla italiano.	21. Italian
☐ 日本語を読んだり、話せる場合はここに印を付けてください。	22. Japanese
☐ 한국어를 읽거나 말할 수 있으면 이 칸에 표시하십시오.	23. Korean
☐ ໃຫ້ໝາຍໃສ່ຊ່ອງນີ້ ຖ້າທ່ານອ່ານຫຼືປາກພາສາລາວ.	24. Laotian
☐ Prosimy o zaznaczenie tego kwadratu, jeżeli posługuje się Pan/Pani językiem polskim.	25. Polish

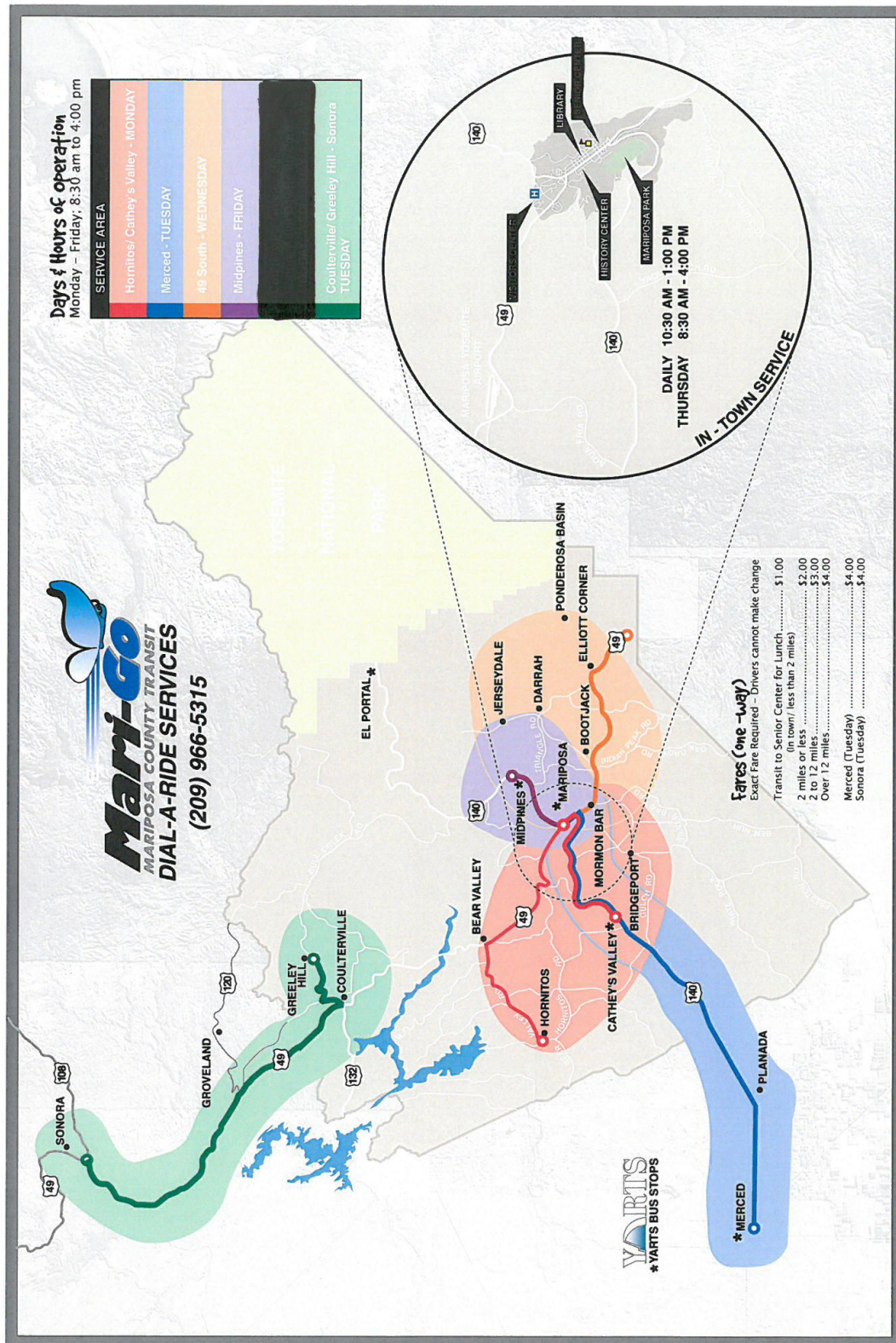
DB-3309

U.S. DEPARTMENT OF COMMERCE
Economics and Statistics Administration
U.S. CENSUS BUREAU

☐	Assinale este quadrado se você lê ou fala português.	26. Portuguese
☐	Însemnați această căsuță dacă citiți sau vorbiți românește.	27. Romanian
☐	Пометьте этот квадратик, если вы читаете или говорите по-русски.	28. Russian
☐	Обележите овај квадратик уколико читате или говорите српски језик.	29. Serbian
☐	Označte tento štvorček, ak viete čítať alebo hovoriť po slovensky.	30. Slovak
☐	Marque esta casilla si lee o habla español.	31. Spanish
☐	Markahan itong kuwadrado kung kayo ay marunong magbasa o magsalita ng Tagalog.	32. Tagalog
☐	ให้กาเครื่องหมายลงในช่องถ้าท่านอ่านหรือพูดภาษาไทย.	33. Thai
☐	Maaka 'i he puha ni kapau 'oku ke lau pe lea fakatonga.	34. Tongan
☐	Відмітьте цю клітинку, якщо ви читаете або говорите українською мовою.	35. Ukranian
☐	اگر آپ اردو پڑھتے یا بولتے ہیں تو اس خانے میں نشان لگائیں۔	36. Urdu
☐	Xin đánh dấu vào ô này nếu quý vị biết đọc và nói được Việt Ngữ.	37. Vietnamese
☐	באצייכנט דעם קעסטל אויב איר לייענט אדער רעדט אידיש.	38. Yiddish

DB-3309

U.S. DEPARTMENT OF COMMERCE
Economics and Statistics Administration
U.S. CENSUS BUREAU





MARIPOSA COUNTY

Board of Supervisors



Local Transportation Commission

MEETING: September 12, 2023
TO: The Board of Supervisors
FROM: Shannon Hansen, Director of Public Works and Transportation
RE: Adopt a Resolution for the Mariposa CMAQ Stair Replacement Project Utilizing Congestion Mitigation Air Quality (CMAQ) Program Funding

RECOMMENDATION AND JUSTIFICATION

Adopt a Resolution for the Mariposa CMAQ Stair Replacement Project utilizing Congestion Mitigation Air Quality (CMAQ) program funding.

CMAQ Funding can be applied for advancing projects that minimize traffic congestion or improve air quality. This project seeks to complete the pedestrian access between the existing Mariposa Creek Parkway and the County Park. The prior stairs were used by the community to access the park's resources, such as the swimming pool and tennis courts. They were used by the schools for field trips to the amphitheater. Staff intends to investigate a project on the northerly end of the Best Western Motel. This location is at the southerly end of the Mariposa Creek walkway bridge and directly across from the Arts Park.

BACKGROUND AND HISTORY OF BOARD ACTIONS

On May 21, 2013, the Board of Supervisors directed the Public Works Department to remove the existing damaged stairs leading from the Best Western Motel to the County Park and develop options for access to the park.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Should the Board not approve the use of CMAQ funds, Staff will pursue other funding alternatives.

FINANCIAL IMPACT

This Resolution has no General Fund impact. Future construction will be funded with CMAQ funds. Roads and SB1 RMRA will be used for the 11.47% local match, if required.

ATTACHMENTS

1. Mariposa CMAQ Stair Replacement Resolution



MARIPOSA COUNTY

Board of Supervisors



Local Transportation Commission 2023-022

MEETING: September 12, 2023
TO: The Board of Supervisors
FROM: Shannon Hansen, Director of Public Works and Transportation
RE: Adopt a Resolution for the Mariposa CMAQ Stair Replacement Project Utilizing Congestion Mitigation Air Quality (CMAQ) Program Funding

RECOMMENDATION AND JUSTIFICATION

Adopt a Resolution for the Mariposa CMAQ Stair Replacement Project utilizing Congestion Mitigation Air Quality (CMAQ) program funding.

CMAQ Funding can be applied for advancing projects that minimize traffic congestion or improve air quality. This project seeks to complete the pedestrian access between the existing Mariposa Creek Parkway and the County Park. The prior stairs were used by the community to access the park's resources, such as the swimming pool and tennis courts. They were used by the schools for field trips to the amphitheater. Staff intends to investigate a project on the northerly end of the Best Western Motel. This location is at the southerly end of the Mariposa Creek walkway bridge and directly across from the Arts Park.

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On May 21, 2013, the Board of Supervisors directed the Public Works Department to remove the existing damaged stairs leading from the Best Western Motel to the County Park and develop options for access to the park.

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Should the Board not approve the use of CMAQ funds, Staff will pursue other funding alternatives.

FINANCIAL IMPACT

This Resolution has no General Fund impact. Future construction will be funded with CMAQ funds. Roads and SB1 RMRA will be used for the 11.47% local match, if required.

ATTACHMENTS

1. Mariposa CMAQ Stair Replacement Resolution

VOTE RESULT

RESULT: **Adopted (UNANIMOUS)**
MOVER: District I Supervisor Rosemarie Smallcombe
SECONDER: District III Supervisor Danette Toso
AYES: District II Supervisor Poe, District I Supervisor Smallcombe, District IV Supervisor

Forsythe, District V Supervisor Menetrey, District III Supervisor Toso

MARIPOSA COUNTY
Resolution Number 23-____

**RESOLUTION SUPPORTING TIMELY USE OF FUNDING
CONGESTION MITIGATION AIR QUALITY(CMAQ)
MARIPOSA CMAQ STAIR REPLACEMENT PROJECT**

WHEREAS, AB 1012 has been enacted into State Law in part to provide for the “timely use” of State and Federal funding; and; and

WHEREAS, Mariposa County is able to apply for and receive Federal funding under the Congestion Mitigation Air Quality (CMAQ) program; and

WHEREAS, an application for the Mariposa CMAQ Stair Replacement Project has been prepared (herein referred to as PROJECT); and

WHEREAS, it is understood by the County that failure for not meeting project delivery dates for any phase of the PROJECT may jeopardize federal or state funding to the region; and

WHEREAS, the Mariposa County Local Transportation Commission wishes to delegate authorization to execute these documents and any Amendments thereto the Director of Public Works & Transportation.

NOW THEREFORE BE IT RESOLVED, that the Mariposa County Board of Supervisors hereby agrees to comply with the requirements as set forth in the CMAQ program, ensure that all project delivery deadlines for all the PROJECT phases will be met or exceeded, and provide the required local matching funds.

NOW THEREFORE BE IT FURTHER RESOLVED, that the Mariposa County Board of Supervisors does direct its management and engineering staff to ensure the PROJECT is carried out as described in the complete application and, if approved, in a timely manner as per the requirements of AB 1012 for the amount programmed in the FTIP and the directive of the Board of Supervisors.

PASSED AND ADOPTED this 12th day of September 2023 by the following vote:

AYES:

NOES:

EXCUSED:

ABSTAIN:

COUNTY OF MARIPOSA

Wayne Forsythe
Chair of the LTC

COUNTERSIGNED:
(*Government Code §25103*)

APPROVED AS TO FORM:

Danielle Bondshu
Clerk of the Board

Steven W. Dahlem
County Counsel



MARIPOSA COUNTY

Board of Supervisors



Ordinance 2023-1186

MEETING: September 12, 2023
TO: The Board of Supervisors
FROM: Shannon Hansen, Director of Public Works and Transportation
RE: Waive the Second Reading and Adopt an Ordinance Titled "An Ordinance Amending Chapter 13.02 of the Mariposa County Code to Update Policy for Discontinuation of Residential Water Service"

RECOMMENDATION AND JUSTIFICATION

Waive the Second Reading and Adopt an Ordinance Titled "An Ordinance Amending Chapter 13.02 of the Mariposa County Code to Update Policy for Discontinuation of Residential Water Service".

The Water Shutoff Protection Act, SB 998, was signed into law in September 2018. The Water Shutoff Protection Act provides safeguards for residential water customers by establishing procedures to prevent water service termination due to nonpayment. It requires water agencies to provide written notice, offer payment plans, and consider financial hardship before discontinuing service. The act aims to protect vulnerable populations and ensure access to safe and affordable water for all residents.

This proposed ordinance amends Chapter 13.02 of the Mariposa County Code to incorporate the guidelines and protocols mandated by the Water Shutoff Protection Act for the discontinuation of residential water service due to nonpayment.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board of Supervisors adopted Ordinance No. 484 in 1978, establishing Chapter 13.02 of the Mariposa County Code, entitled "Water Regulations."

In 1984, the Board of Supervisors adopted Ordinance No. 616, which made amendments to Sections 13.02.390 and 13.02.400 of Chapter 13.02, pertaining to bill payment and service discontinuation.

In 1997, the Board of Supervisors adopted Ordinance No. 929 to amend Chapter 13.02 of the Mariposa County Code, ensuring alignment with current regulations.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Alternatives: Make amendments to the text of the draft ordinance.

Negative action: Mariposa County will not have a policy for the discontinuation of residential water service for nonpayment that conforms to State regulations.

FINANCIAL IMPACT

None

ATTACHMENTS

- 1. Ordinance Amending Chapter 13.02 Summary**
- 2. Ordinance Amending Chapter 13.02 - Tracked Changes**
- 3. Ordinance Amending Chapter 13.02**



MARIPOSA COUNTY

Board of Supervisors



Ordinance 2023-1186

MEETING: September 12, 2023
TO: The Board of Supervisors
FROM: Shannon Hansen, Director of Public Works and Transportation
RE: Waive the Second Reading and Adopt an Ordinance Titled "An Ordinance Amending Chapter 13.02 of the Mariposa County Code to Update Policy for Discontinuation of Residential Water Service"

RECOMMENDATION AND JUSTIFICATION

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Alternatives: Make amendments to the text of the draft ordinance.

Negative action: Mariposa County will not have a policy for the discontinuation of residential water service for nonpayment that conforms to State regulations.

FINANCIAL IMPACT

None

ATTACHMENTS

- 1. Ordinance Amending Chapter 13.02 Summary**
- 2. Ordinance Amending Chapter 13.02 - Tracked Changes**
- 3. Ordinance Amending Chapter 13.02**

VOTE RESULT

RESULT: **Adopted (UNANIMOUS)**

MOVER: District IV Supervisor Wayne Forsythe

SECONDER: District III Supervisor Danette Toso

AYES: District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe

MARIPOSA COUNTY BOARD OF SUPERVISORS
SUMMARY OF PROPOSED ORDINANCE AMENDING COUNTY CODE
CHAPTER 13.02 "WATER REGULATIONS"

Notice is hereby given that on Tuesday, XXXX, 2023, at 9:00 am, 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 an ordinance to amend Mariposa County Code Title 13, Chapter 13.02:

Section I: Revises language that shall be printed on each bill for services by removing reference to Appendix 1 of the County Code. Following the adoption of the Mariposa County Master Fee Resolution (Resolution No. 92-524), approved by the Board of Supervisors on October 6, 1992, fees are no longer adopted by ordinance and set forth in Appendix 1 of the County Code.

Delineates procedures for the discontinuation of water service for commercial customers who fail to pay their bills, including those with unpaid bills from a previous location. If a customer has water service at multiple locations and fails to pay the bill for any one location, service at all locations may be shut off. The customer must receive a notice at least 30 days in advance, specifying the delinquent billing and providing an opportunity to dispute it. Disconnection of service can occur 30 days after the notice if the billing remains unresolved. However, service will only be discontinued after the deposit made for the service has been fully used.

Delineates procedures for discontinuing water service for residential customers due to nonpayment. Disconnection may occur if bills are unpaid, including those from a previous location or multiple locations. Service will only be discontinued after a payment has been delinquent for at least 60 days. The customer must be contacted through telephone or written notice, providing information on delinquency, options to avoid disconnection, and procedures for appeals. Certain conditions, such as certification from a primary care provider and financial inability to pay, can prevent service discontinuation. The number of annual discontinuations of residential service for inability to pay shall be posted on the Mariposa County website.

Residential customers who have been discontinued for nonpayment will be provided with information on how to restore their service. Before reconnecting the service, a reconnection charge determined by the board will be collected. Set maximum fees for residential customers with household income below 200 percent of the federal poverty line. Reconnection fees will be subject to annual adjustments based on changes in the Consumer Price Index.

Section II: This ordinance shall become effective thirty (30) days after final passage pursuant to Government Code § 25124.

Danielle Bondshu
Clerk of the Board

MARIPOSA COUNTY ORDINANCE NO. _____
AN ORDINANCE AMENDING CHAPTER 13.02
OF THE MARIPOSA COUNTY CODE TO UPDATE POLICY FOR
DISCONTINUATION OF RESIDENTIAL WATER SERVICE

WHEREAS, the Board of Supervisors of the County of Mariposa seeks to implement regulations that are consistent with California Health and Safety Code, Division 104, Part 12 Drinking Water, Chapter 6 Discontinuation of Residential Water Service [116900-116926], known as the Water Shutoff Protection Act; and

WHEREAS, the Board of Supervisors desire to amend Chapter 13.02 of the Mariposa County Code; and

WHEREAS, the State of California and the County of Mariposa have consistently demonstrated their commitment to ensuring the provision of safe and sanitary water to residential water customers served by County Service Areas ("Districts"); and

WHEREAS, the State of California has implemented the Water Shutoff Protection Act, which mandates that local agencies adhere to policies ensuring that residential water customers are equipped with formal mechanisms to prevent the interruption of water services; and

WHEREAS, the development of an updated policy regarding the discontinuation of residential water service is intended to benefit the community by minimizing the risk of customers being deprived of access to essential water services.

NOW, THEREFORE, THE BOARD OF SUPERVISORS OF MARIPOSA COUNTY, a political subdivision of the State of California, does ordain as follows:

SECTION I: Chapter 13.02 of the Mariposa County Code is hereby amended to read as follows:

13.02.390 Billing--Rendering ~~And~~ and Payment ~~Of~~ of Bills

- A. Bills for water service and sewer service shall be rendered at the end of each billing period to include the minimum charge for the following period. Bills shall be payable on presentation.
- B. On each bill for services rendered by the district shall be printed substantially the following: "If charges are not paid within thirty days after the due date or dates, a penalty of ten percent will be added to said charges plus a further penalty of one percent per month on the first day of each month following. If full charges and penalty, if any, are not paid within sixty days after the due date or dates, district shall discontinue service, and a reconnection charge determined by the ~~board and set forth in Appendix 1 of the County Code~~Board will be imposed."

**13.02.400 Discontinuance ~~Of~~ of Service for Commercial Customers--
Nonpayment ~~Of~~ of Bills**

- A. Under the terms of this section, service may be discontinued for nonpayment of bills.
- B. A customer's water service may be discontinued if water service furnished at a previous location is not paid for within the time fixed in this chapter for the payment of bills.
- C. If a customer receives water service at more than one location and the bill for service at any one location is not paid within the time provided for payment, water service at all locations may be turned off.
- D. At least thirty (30) days prior to any discontinuance of service for nonpayment of bills, hereunder, the customer shall be sent a notice, which notice shall contain the following:
 - 1. That a billing which is specified and itemized is delinquent.
 - 2. That if the billing is disputed by the customer, the customer may meet with the ~~public works director~~Public Works Director, or a designated employee acting as the district representative, and that the customer will have the opportunity to present his/her objection to the billing.
 - 3. The name of the ~~employee~~district representative and the fact that the ~~employee~~district representative shall be empowered to act on behalf of the district to correct any errors in the billing.
 - 4. The address where ~~such employee~~the district representative is located.
 - 5. The hours of the day wherein the ~~employee~~district representative will be available to meet with the customer.
 - 6. That if the billing is determined to be justly due by the district after the meeting between the customer and the district ~~employee~~representative, or if the customer fails to avail himself ~~or~~ herself of a meeting, the service will be disconnected on the first regular working day thirty (30) days from the date of the notice described herein, or as soon thereafter as can be done.
 - 7. The notice required herein shall be sent by United States mail, registered, return receipt requested.
- E. The service will not be discontinued, however, until the amount of the deposit, if any, made to establish credit for that service has been fully absorbed.

13.02.405 Discontinuance of Service for Residential Customers—Nonpayment of Bills.

- A. Under the terms of this section, service may be discontinued for nonpayment of bills.
- B. A customer's water service may be discontinued if water service furnished at a previous location is not paid for within the time fixed in this chapter for the payment of bills.
- C. If a customer receives water service at more than one location and the bill for service at any one location is not paid within the time provided for payment, water service at all locations may be turned off.
- D. The service will not be discontinued, however, until the amount of the deposit, if any, made to establish credit for that service has been fully absorbed.
- E. Residential service shall not be discontinued for nonpayment until a payment by a customer has been delinquent for at least sixty (60) days. No less than seven (7) business days before discontinuation of residential service for nonpayment, the customer named on the account shall be contacted by telephone or written notice.
- F. When the customer named on the account is contacted by telephone, the district shall offer to provide in writing the district's policy on discontinuation of residential service for nonpayment. They shall also be offered the opportunity to discuss options to avert discontinuation of service.
- G. When a customer named on the account is contacted by written notice, the written notice of payment delinquency and impending discontinuation shall be mailed to the customer of the residence to which the residential service is provided. If the customer's address is not the address of the property to which residential service is provided, the notice also shall be sent to the address of the property to which residential service is provided, addressed to "Occupant." The notice shall include, but is not limited to, all of the following information in a clear and legible format:
 - 1. The customer's name and address.
 - 2. The amount of the delinquency.
 - 3. The date by which payment or arrangement for payment is required in order to avoid discontinuation of residential service.
 - 4. A description of the process to apply for an extension of time to pay the delinquent charges.

5. A description of the procedure to petition for bill review and appeal.
 6. A description of the procedure by which the customer may request a deferred, reduced, or alternative payment schedule, including an amortization of the delinquent residential service charges.
- H. If contact with the customer or an adult occupying the residence by telephone is not possible, and written notice is returned through the mail as undeliverable, the district shall make a good faith effort to visit to the residence and leave or make other arrangements for placement in a conspicuous place of, a notice of imminent discontinuation of residential service for nonpayment and the district's policy for discontinuation of residential service for nonpayment.
- I. If an adult at the residence appeals the bill to the Public Works Director, a designated employee acting as the district representative, or any other administrative or legal body to which such an appeal may be lawfully taken, the customer's residential service shall not be discontinued while the appeal is pending.
- J. The customer's residential service for nonpayment shall not be discontinued if all of the following conditions are met:
1. The customer, or a tenant of the customer, submits certification of a primary care provider, as that term is defined in subparagraph (A) of paragraph (1) of subdivision (b) of Section 14088 of the California Welfare and Institutions Code, that discontinuation of residential service will be life threatening to, or pose a serious threat to the health and safety of, a resident of the premises where residential service is provided.
 2. The customer demonstrates that he or she is financially unable to pay for residential service within the normal billing cycle. The customer shall be deemed financially unable to pay for residential service within the normal billing cycle if any member of the customer's household is a current recipient of CalWORKs, CalFresh, general assistance, Medi-Cal, Supplemental Security Income/State Supplementary Payment Program, or California Special Supplemental Nutrition Program for Women, Infants, and Children, or the customer declares that the household's annual income is less than 200 percent of the federal poverty level.
 3. The customer is willing to enter into an amortization agreement, alternative payment schedule, or a plan for deferred or reduced payment, consistent with the district's written policy.
- K. If all of the conditions in subsection (J) are met, the customer shall be offered payment options. The Public Works Director, or a designated employee acting

as the district representative, may choose which of the payment options the customer undertakes and may set the parameters of that payment option. The payment option offered shall result in repayment of the remaining balance within twelve (12) months.

L. For those deemed as meeting all the conditions in subsection (J), residential service may be discontinued no sooner than five (5) business days after a final notice is posted of intent to disconnect service in a prominent and conspicuous location at the property under either of the following circumstances:

1. The customer fails to comply with an amortization agreement, an alternative payment schedule, or a deferral or reduction in payment plan for delinquent charges for sixty (60) days or more.
2. While undertaking an amortization agreement, an alternative payment schedule, or a deferral or reduction in payment plan for delinquent charges, the customer does not pay their current residential service charges for sixty (60) days or more.

M. Public Works shall have the written policy on discontinuation of residential service for nonpayment in English and the five (5) languages listed in the California Civil Code, (as well as any other languages spoken by at least 10 percent of the people residing in a service area). This written policy (in all required languages) shall be posted on the Mariposa County internet website.

N. If a metered residential service is furnished to any dwelling that is rented or leased out by an owner, manager or landlord, every good faith effort shall be made to inform the residential occupants, by means of written notice, when an account is in arrears that service will terminate in ten (10) days prior to the termination. The notice shall further inform the occupants that they have the right to apply to become customers, to whom the service will then be billed, without being required to pay any amount which may be due on the delinquent account.

O. The number of annual discontinuations of residential service for inability to pay shall be posted on the Mariposa County internet website.

13.02.410 Discontinuance ~~Of of~~ Service--Reconnection Charge

A. All residential service customers that are discontinued for nonpayment shall be provided information on how to restore residential service.

B. A reconnection charge ~~plus penalties~~ in an amount determined by the board ~~and set forth in Appendix 1 of the County Code~~ will be ~~made and~~ collected prior to ~~renewing~~ reconnection of service following a discontinuance.

C. For a residential customer who demonstrates household income below 200 percent of the federal poverty line the district shall do both of the following:

1. Set a reconnection of service fee for reconnection during normal operating hours at fifty dollars (\$50), but not to exceed the actual cost of reconnection if it is less. Reconnection fees shall be subject to an annual adjustment for changes in the Consumer Price Index beginning January 1, 2021. For the reconnection of residential service during nonoperational hours, a reconnection of service fee shall be set at one hundred fifty dollars (\$150), but not to exceed the actual cost of reconnection if it is less. Reconnection fees shall be subject to an annual adjustment for changes in the Consumer Price Index beginning January 1, 2021.
2. Waive interest charges on delinquent bills once every 12 months.

SECTION II: This Ordinance shall become effective thirty (30) days after final passage pursuant to Government Code § 25124.

PASSED AND ADOPTED by the Board of Supervisors of Mariposa County this _____ day of _____, 2023 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAINED:

Miles Menetrey, Chair
Mariposa County Board Supervisors

ATTEST:

APPROVED AS TO FORM:

Danielle Bondshu
Clerk of the Board

Steven W. Dahlem
County Counsel

MARIPOSA COUNTY ORDINANCE NO. _____

**AN ORDINANCE AMENDING CHAPTER 13.02
OF THE MARIPOSA COUNTY CODE TO UPDATE POLICY FOR
DISCONTINUATION OF RESIDENTIAL WATER SERVICE**

WHEREAS, the Board of Supervisors of the County of Mariposa seeks to implement regulations that are consistent with California Health and Safety Code, Division 104, Part 12 Drinking Water, Chapter 6 Discontinuation of Residential Water Service [116900-116926], known as the Water Shutoff Protection Act; and

WHEREAS, the Board of Supervisors desire to amend Chapter 13.02 of the Mariposa County Code; and

WHEREAS, the State of California and the County of Mariposa have consistently demonstrated their commitment to ensuring the provision of safe and sanitary water to residential water customers served by County Service Areas ("Districts"); and

WHEREAS, the State of California has implemented the Water Shutoff Protection Act, which mandates that local agencies adhere to policies ensuring that residential water customers are equipped with formal mechanisms to prevent the interruption of water services; and

WHEREAS, the development of an updated policy regarding the discontinuation of residential water service is intended to benefit the community by minimizing the risk of customers being deprived of access to essential water services.

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13.02.400 Discontinuance of Service for Commercial Customers-- Nonpayment of Bills

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- B. A customer's water service may be discontinued if water service furnished at a previous location is not paid for within the time fixed in this chapter for the payment of bills.
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 - 2. That if the billing is disputed by the customer, the customer may meet with the Public Works Director, or a designated employee acting as the district representative, and that the customer will have the opportunity to present his/her objection to the billing.
 - 3. The name of the district representative and the fact that the district representative shall be empowered to act on behalf of the district to correct any errors in the billing.
 - 4. The address where the district representative is located.
 - 5. The hours of the day wherein the district representative will be available to meet with the customer.
 - 6. That if the billing is determined to be justly due by the district after the meeting between the customer and the district representative, or if the customer fails to avail himself/herself of a meeting, the service will be disconnected on the first regular working day thirty (30) days from the date of the notice described herein, or as soon thereafter as can be done.
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 - 4. A description of the process to apply for an extension of time to pay the delinquent charges.

5. A description of the procedure to petition for bill review and appeal.
 6. A description of the procedure by which the customer may request a deferred, reduced, or alternative payment schedule, including an amortization of the delinquent residential service charges.
- H. If contact with the customer or an adult occupying the residence by telephone is not possible, and written notice is returned through the mail as undeliverable, the district shall make a good faith effort to visit to the residence and leave or make other arrangements for placement in a conspicuous place of, a notice of imminent discontinuation of residential service for nonpayment and the district's policy for discontinuation of residential service for nonpayment.
- I. If an adult at the residence appeals the bill to the Public Works Director, a designated employee acting as the district representative, or any other administrative or legal body to which such an appeal may be lawfully taken, the customer's residential service shall not be discontinued while the appeal is pending.
- J. The customer's residential service for nonpayment shall not be discontinued if all of the following conditions are met:
1. The customer, or a tenant of the customer, submits certification of a primary care provider, as that term is defined in subparagraph (A) of paragraph (1) of subdivision (b) of Section 14088 of the California Welfare and Institutions Code, that discontinuation of residential service will be life threatening to, or pose a serious threat to the health and safety of, a resident of the premises where residential service is provided.
 2. The customer demonstrates that he or she is financially unable to pay for residential service within the normal billing cycle. The customer shall be deemed financially unable to pay for residential service within the normal billing cycle if any member of the customer's household is a current recipient of CalWORKs, CalFresh, general assistance, Medi-Cal, Supplemental Security Income/State Supplementary Payment Program, or California Special Supplemental Nutrition Program for Women, Infants, and Children, or the customer declares that the household's annual income is less than 200 percent of the federal poverty level.
 3. The customer is willing to enter into an amortization agreement, alternative payment schedule, or a plan for deferred or reduced payment, consistent with the district's written policy.
- K. If all of the conditions in subsection (J) are met, the customer shall be offered payment options. The Public Works Director, or a designated employee acting

as the district representative, may choose which of the payment options the customer undertakes and may set the parameters of that payment option. The payment option offered shall result in repayment of the remaining balance within twelve (12) months.

- L. For those deemed as meeting all the conditions in subsection (J), residential service may be discontinued no sooner than five (5) business days after a final notice is posted of intent to disconnect service in a prominent and conspicuous location at the property under either of the following circumstances:
 - 1. The customer fails to comply with an amortization agreement, an alternative payment schedule, or a deferral or reduction in payment plan for delinquent charges for sixty (60) days or more.
 - 2. While undertaking an amortization agreement, an alternative payment schedule, or a deferral or reduction in payment plan for delinquent charges, the customer does not pay their current residential service charges for sixty (60) days or more.
- M. Public Works shall have the written policy on discontinuation of residential service for nonpayment in English and the five (5) languages listed in the California Civil Code, (as well as any other languages spoken by at least 10 percent of the people residing in a service area). This written policy (in all required languages) shall be posted on the Mariposa County internet website.
- N. If a metered residential service is furnished to any dwelling that is rented or leased out by an owner, manager or landlord, every good faith effort shall be made to inform the residential occupants, by means of written notice, when an account is in arrears that service will terminate in ten (10) days prior to the termination. The notice shall further inform the occupants that they have the right to apply to become customers, to whom the service will then be billed, without being required to pay any amount which may be due on the delinquent account.
- O. The number of annual discontinuations of residential service for inability to pay shall be posted on the Mariposa County internet website.

13.02.410 Discontinuance of Service--Reconnection Charge

- A. All residential service customers that are discontinued for nonpayment shall be provided information on how to restore residential service.
- B. A reconnection charge in an amount determined by the board will be collected prior to reconnection of service following a discontinuance.
- C. For a residential customer who demonstrates household income below 200 percent of the federal poverty line the district shall do both of the following:

1. Set a reconnection of service fee for reconnection during normal operating hours at fifty dollars (\$50), but not to exceed the actual cost of reconnection if it is less. Reconnection fees shall be subject to an annual adjustment for changes in the Consumer Price Index beginning January 1, 2021. For the reconnection of residential service during nonoperational hours, a reconnection of service fee shall be set at one hundred fifty dollars (\$150), but not to exceed the actual cost of reconnection if it is less. Reconnection fees shall be subject to an annual adjustment for changes in the Consumer Price Index beginning January 1, 2021.
2. Waive interest charges on delinquent bills once every 12 months.

SECTION II: This Ordinance shall become effective thirty (30) days after final passage pursuant to Government Code § 25124.

PASSED AND ADOPTED by the Board of Supervisors of Mariposa County this _____ day of _____, 2023 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAINED:

Miles Menetrey, Chair
Mariposa County Board Supervisors

ATTEST:

APPROVED AS TO FORM:

Danielle Bondshu
Clerk of the Board

Steven W. Dahlem
County Counsel



MARIPOSA COUNTY

Board of Supervisors



RESOLUTION - ACTION REQUESTED 2023-497

MEETING: September 12, 2023
TO: The Board of Supervisors
FROM: Shannon Hansen, Director of Public Works and Transportation
RE: Approve a Policy for Discontinuation of Residential Water Service for Nonpayment

RECOMMENDATION AND JUSTIFICATION

Approve a Policy for Discontinuation of Residential Water Service for Nonpayment.

This policy has been created to meet the requirements stipulated in SB 998, commonly referred to as "The Water Shutoff Protection Act." The Act aims to enhance safeguards for residents dealing with water service termination due to nonpayment. A rising number of Californians struggle to cover essential costs like tap water. It promotes the idea that all Californians, irrespective of their direct water bill payment, should receive equitable treatment when confronting overdue bills. This fairness encompasses the right to dispute bills, explore alternate payment plans, and provide evidence of medical requirements.

The Act mandates that urban and community water systems develop a written policy for discontinuing residential water service due to non-payment. This policy should be accessible on the supplier's website or provided upon request if there is no website. It must be available in English and five other languages (Spanish, Chinese, Korean, Vietnamese, Tagalog), and any other language spoken by over 10% of the local population. The policy should encompass:

- Deferred or reduced payment plans.
- Alternate payment schedules.
- A formal process for customers to dispute or appeal bills.
- A phone number for customers to discuss options to prevent service termination due to non-payment.

BACKGROUND AND HISTORY OF BOARD ACTIONS

On August 15, 2023, the Board Waived the First Reading and Introduced "An Ordinance Amending Chapter 13.02 of the Mariposa County Code to Update Policy for Discontinuation of Residential Water Service."

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Alternative: Amend the proposed policy.

Negative Action: Mariposa County will not have a written policy for the discontinuation of residential water service for nonpayment as required by the "The Water Shutoff Protection Act."

FINANCIAL IMPACT

None

ATTACHMENTS

1. **Mariposa Water Service Discontinuation Policy**



MARIPOSA COUNTY

Board of Supervisors



RESOLUTION - ACTION REQUESTED 2023-497

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ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Alternative: Amend the proposed policy.

Negative Action: Mariposa County will not have a written policy for the discontinuation of residential water service for nonpayment as required by the "The Water Shutoff Protection Act."

FINANCIAL IMPACT

None

ATTACHMENTS

1. Mariposa Water Service Discontinuation Policy

VOTE RESULT

RESULT: **Adopted (UNANIMOUS)**

MOVER: District IV Supervisor Wayne Forsythe

SECONDER: District III Supervisor Danette Toso

AYES: District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe



Mariposa County Department of Public Works

Policy for Discontinuation of Residential Water Service for Nonpayment

A. PURPOSE

The purpose of this policy is to establish guidelines for the discontinuation of residential water service in cases of nonpayment of a delinquent account. This policy outlines the procedures for notifying account holders and/or occupants of the impending service discontinuation, provides information on obtaining a payment arrangement or alternative payment schedule, outlines the process for contesting or appealing water charges, and details the steps to restore service after it has been discontinued due to nonpayment.

This Policy provides for the compliance with Senate Bill No. 998 (SB 998), the Water Shutoff Protection Act. SB 998 (Cal. Health & Safety Code section 116900 et. seq.) was approved on September 28, 2018, and became effective February 1, 2020. The Water Shutoff Protection Act outlines the requirements for discontinuation of residential water service for nonpayment of a delinquent account.

B. SCOPE

This policy is applicable to all Mariposa County Service Areas (CSA) that provide residential water service. "Residential water service" means water service to a residential connection that includes single-family residences, multifamily residences, mobile homes, including, but not limited to, mobile homes in mobile home parks, or farmworker housing.

C. DELIQUENT PAYMENT ON WATER SERVICE ACCOUNTS

Pursuant to Mariposa County Code (MCC) Chapter 13.02, water service charges not paid within thirty days after the due date or dates, a penalty of ten (10%) percent will be added to said charges plus a further penalty of one (1%) percent per month on the first day of each month following. If full charges and penalty, if any, are not paid within sixty days after the due date or dates, district shall discontinue service, and a reconnection charge determined by the board will be imposed.

D. DISCONTINUANCE OF SERVICE

1. Residential service shall not be discontinued for nonpayment until a payment by a customer has been delinquent for at least sixty (60) days.
 - a. A payment will be considered sixty (60) days past due ninety (90) days after the initial billing date of the oldest outstanding bill.
 - b. Any payments received will be applied to the oldest outstanding bill.
2. No less than seven (7) business days before discontinuation of residential service for nonpayment, the customer named on the account shall be contacted by telephone or written notice.
3. When the customer named on the account is contacted by telephone, the CSA shall offer to provide them with a copy of this policy. They shall also be offered the opportunity to discuss options to avert discontinuation of service.
4. When a customer named on the account is contacted by written notice, the written notice of payment delinquency and impending discontinuation shall be mailed to the customer of the residence to which the residential service is provided. If the customer's address is not the address of the property to which residential service is provided, the notice also shall be sent to the address of the property to which residential service is provided, addressed to "Occupant." The notice shall include, but is not limited to, all of the following information in a clear and legible format:
 - a. The customer's name and address.
 - b. The amount of the delinquency.
 - c. The date by which payment or arrangement for payment is required in order to avoid discontinuation of residential service.
 - d. A copy of this policy.
5. If contact with the customer or an adult occupying the residence by telephone is not possible, and written notice is returned through the mail as undeliverable, the CSA shall make a good faith effort to visit to the residence and leave or make other arrangements for placement in a conspicuous place of, a notice of imminent discontinuation of residential service for nonpayment and this policy.

E. OPTIONS TO AVERT DISCONTINUATION FOR NONPAYMENT

1. Request an Account Review
 - a. If an adult at the residence believes there is an error in the billing process, they may request an account review.
 - b. The customer's residential service will not be discontinued until the account review has been completed.

- c. Request for an account review may be submitted by contacting the Designated District Representative by U.S. Mail, email, telephone, or in person:

District Representative
Mariposa Public Works Department
4639 Ben Hur Road
Mariposa, CA 95338
(209) 966-5356
PublicWorksAP@mariposacounty.org

Monday – Friday
8:00 am – 4:30 pm
(Excluding Holidays)

- d. Request for an account review should include the following information:
1. Customer contact information and preferred method of contact
 2. Reason for requesting an account review (e.g., uncredited payments, incorrect meter reading, district equipment failure)
 3. Approximate amount in dispute
 4. Summary of supporting evidence for the request
- e. The District Representative shall consult with relevant personnel (e.g., Fiscal Division, Utilities Division, Auditor) to evaluate the dispute.
- f. The District Representative shall contact the customer to discuss the progress of the investigation and, if necessary, ask for any additional information needed from the customer.
- g. The District Representative will make a determination within ten (10) business days of receiving the request for an account review.
1. The District Representative will contact the customer to communicate the decision or determination.
 2. Dependent on the outcome, the District Representative will either adjust the billing or proceed with discontinuation of service.
 3. If the billing is adjusted, the customer must pay the outstanding balance within thirty (30) days.
 4. If the billing is not adjusted, the residential service may be discontinued no sooner than five (5) business days after a final notice of intent to disconnect service is posted in a prominent and conspicuous location at the property subject to discontinuation.

2. Pay Delinquent Balance

- a. Payment by U.S. Mail: Customers may submit payment with a check or money order payable to:

Mariposa Public Works Department
4639 Ben Hur Road
Mariposa, CA 95338

- b. Pay in person: Customers may submit cash, check, money order, or credit card (fees apply) payments in person at the Mariposa Public Works Department Office:

Mariposa Public Works Department
4639 Ben Hur Road
Mariposa, CA 95338

Monday – Friday
8:00 am – 4:30 pm
(Excluding Holidays)

- c. Payment by telephone: Customers can make payments with a credit card (subject to applicable fees) by calling (209) 966-5356 during business hours, which are Monday through Friday, from 8:00 am to 4:30 pm, excluding holidays.

3. Participate in an Alternative Payment Schedule

- a. Customers that meet the criteria outlined in Section F of this policy will automatically qualify for participation in an alternative payment schedule.
- b. Customers experiencing short term extenuating circumstances that affect their ability to pay for residential water service within the normal billing cycle may be offered alternative payment schedule at the discretion of the District Representative.
- c. The District Representative shall choose and set the parameters of the payment options.
 - 1. Penalties and interest may be waived for past due amounts.
 - 2. Payment deferrals shall not exceed six (6) months.
 - 3. Temporary reductions in payment shall not exceed twelve (12) months.
- d. The payment option offered shall result in repayment of the remaining balance, including current charges, within twelve (12) months.
- e. If the customer fails to comply with an amortization agreement, an alternative payment schedule, or a deferral or reduction in payment plan for delinquent

charges for sixty (60) days or more or does not pay their current residential service charges for sixty (60) days or more, residential service may be discontinued no sooner than five (5) business days after a final notice is posted of intent to disconnect service in a prominent and conspicuous location at the property.

4. Apply to Become a Customer - Residential Occupants of Rented or Leased Properties

- a. If a metered residential service is furnished to any dwelling that is rented or leased out by an owner, manager or landlord, every good faith effort shall be made to inform the residential occupants, by means of written notice, when an account is in arrears that service will terminate in ten (10) days prior to the termination.
- b. The notice shall inform the occupants that they have the right to apply to become customers, to whom the service will then be billed, without being required to pay any amount which may be due on the delinquent account.
- c. Residential occupants may apply to be customers by contacting the Public Works Department.

Mariposa Public Works Department
4639 Ben Hur Road
Mariposa, CA 95338
(209) 966-5356

Monday – Friday
8:00 am – 4:30 pm
(Excluding Holidays)

F. CIRCUMSTANCES PREVENTING DISCONTINUATION OF RESIDENTIAL SERVICE

1. The customer's residential service for nonpayment shall not be discontinued if all the following conditions are met:
 - a. The customer, or a tenant of the customer, submits certification of a primary care provider, as that term is defined in subparagraph (A) of paragraph (1) of subdivision (b) of Section 14088 of the California Welfare and Institutions Code, that discontinuation of residential service will be life threatening to, or pose a serious threat to the health and safety of, a resident of the premises where residential service is provided.
 - b. The customer demonstrates that he or she is financially unable to pay for residential service within the normal billing cycle. The customer shall be deemed financially unable to pay for residential service within the normal billing cycle if any member of the customer's household is a current recipient

- of CalWORKs, CalFresh, general assistance, Medi-Cal, Supplemental Security Income/State Supplementary Payment Program, or California Special Supplemental Nutrition Program for Women, Infants, and Children, or the customer declares that the household's annual income is less than 200 percent of the federal poverty level.
- c. The customer is willing to enter into an amortization agreement, alternative payment schedule, or a plan for deferred or reduced payment.
- 2. Qualifying customers shall be offered payment options.
 - 3. The District Representative shall choose and set the parameters of the payment options.
 - a. Penalties and interest may be waived for past due amounts.
 - b. Payment deferrals shall not exceed six (6) months.
 - c. Temporary reductions in payment shall not exceed twelve (12) months.
 - 4. The payment option offered shall result in repayment of the remaining balance within twelve (12) months.
 - 5. If the customer fails to comply with an amortization agreement, an alternative payment schedule, or a deferral or reduction in payment plan for delinquent charges for sixty (60) days or more or does not pay their current residential service charges for sixty (60) days or more, residential service may be discontinued no sooner than five (5) business days after a final notice is posted of intent to disconnect service in a prominent and conspicuous location at the property.

G. RESTORATION OF RESIDENTIAL WATER SERVICE

- 1. Customers whose residential water service has been discontinued due to nonpayment can restore their service by following these steps:
 - a. Pay the entire past due balance, including any applicable fees, interest, and penalties in full.
 - b. Contact the Public Works Department to request reconnection of residential water service:

Mariposa Public Works Department
4639 Ben Hur Road
Mariposa, CA 95338
(209) 966-5356

Monday – Friday
8:00 am – 4:30 pm
(Excluding Holidays)

2. A reconnection charge in an amount determined by the board will be collected prior to reconnection of service following a discontinuance.
3. For a residential customer who demonstrates household income below 200 percent of the federal poverty line the district shall do the following:
 - a. Set a reconnection of service fee for reconnection during normal operating hours at fifty dollars (\$50), but not to exceed the actual cost of reconnection if it is less.
 - b. For the reconnection of residential service during nonoperational hours, a reconnection of service fee shall be set at one hundred fifty dollars (\$150), but not to exceed the actual cost of reconnection if it is less.
 - c. Waive interest charges on delinquent bills once every 12 months.
 - d. Reconnection fees shall be subject to an annual adjustment for changes in the Consumer Price Index beginning January 1, 2021.

H. DISCONTINUATION OF RESIDENTIAL WATER SERVICE FOR VIOLATIONS OTHER THAN NONPAYMENT

The district retains the authority to discontinue residential water service for any breach of ordinances, rules, or regulations other than nonpayment.



MARIPOSA COUNTY

Board of Supervisors



Agenda Item – No Resolution Requested

MEETING: September 12, 2023
TO: The Board of Supervisors
FROM: Dallin Kimble, County Administrative Officer
RE: Discussion and Direction Regarding the 2023 Community Survey Results and Strategic Plan Update

RECOMMENDATION AND JUSTIFICATION

Discussion and Direction Regarding the 2023 Community Survey Results and Strategic Plan Update.

To ensure the Board of Supervisors is aware of the opinions and perceptions of all Mariposa County residents, particularly as the County works to update its strategic plan, the Board approved a community survey to be conducted earlier this summer. Polco, an independent third party that conducts community surveys as a major part of its business, sent 3,000 surveys on behalf of Mariposa County to randomly selected residents between May 10 and June 21, 2023.

A representative sample of 547 residents responded, which is a good response rate for community surveys nationally. The number of responses allows for a margin of error of four percent (4%), meaning the results of the survey are within 4% of what the results would have been if the entire community had responded to a survey. Comparison data with the 2018 survey and similar communities nationwide are included in the survey results. The entire survey is attached to this board item and has been previously released to the public in a press release.

A selection of community survey results will be presented to the Board. Staff will also present draft strategic plan objectives, based on the results of the survey, which it intends to continue to share through a series of town hall meetings to be held in September and October. Staff is seeking direction from the Board to confirm these objectives match Board priorities and allow for any changes prior to any further public discussion.

BACKGROUND AND HISTORY OF BOARD ACTIONS

On September 25, 2018, the Board received a presentation from a representative of the National Research Center (which has since merged with Polco) on the results of an independent community survey conducted in Summer 2018.

On April 5, 2023, the Board approved an agreement with Polco to conduct an independent community survey.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

N/A. Discussion and direction only.

FINANCIAL IMPACT

N/A. Discussion and direction only.

ATTACHMENTS

1. **2023 National Community Survey Report - Mariposa**



MARIPOSA COUNTY

Board of Supervisors



Agenda Item – No Resolution Requested

MEETING: September 12, 2023
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FINANCIAL IMPACT

N/A. Discussion and direction only.

ATTACHMENTS

1. **2023 National Community Survey Report - Mariposa**

VOTE RESULT

RESULT: (UNANIMOUS)

MOVER: None

SECONDER: None

AYES: None

Mariposa County, CA

The National Community Survey

Report of Results
2023

Report by:



Visit us online!
www.polco.us



National Research Center at Polco is a charter member of the AAPOR Transparency Initiative, providing clear disclosure of our sound and ethical survey research practices.

About The NCS™

The National Community Survey™ (The NCS™) report is about the “livability” of Mariposa County. A livable community is a place that is not simply habitable, but that is desirable. It is not only where people do live, but where they want to live. The survey was developed by the experts from National Research Center at Polco.

Great communities are partnerships of the government, private sector, community-based organizations and residents, all geographically connected. The NCS captures residents’ opinions considering ten central facets of a community:

- Economy
- Mobility
- Community Design
- Utilities
- Safety
- Natural Environment
- Parks and Recreation
- Health and Wellness
- Education, Arts, and Culture
- Inclusivity and Engagement

The report provides the opinions of a representative sample of 547 residents of Mariposa County collected from May 10, 2023 to June 21, 2023. The margin of error around any reported percentage is 4% for all respondents and the response rate for the 2023 survey was 18%. Survey results were weighted so that the demographic profile of respondents was representative of the demographic profile of adults in Mariposa County.



How the results are reported

For the most part, the percentages presented in the following tabs represent the “percent positive.” Most commonly, the percent positive is the combination of the top two most positive response options (i.e., excellent/good, very safe/somewhat safe, etc.). On many of the questions in the survey respondents may answer “don’t know.” The proportion of respondents giving this reply is shown in the full set of responses included in the tab “Complete data.” However, these responses have been removed from the analyses presented in most of the tabs. In other words, the tables and graphs display the responses from respondents who had an opinion about a specific item.

Comparisons to benchmarks

NRC’s database of comparative resident opinion is comprised of resident perspectives gathered in surveys from over 600 communities whose residents evaluated the same kinds of topics on The National Community Survey. The comparison evaluations are from the most recent survey completed in each community in the last five years. NRC adds the latest results quickly upon survey completion, keeping the benchmark data fresh and relevant. The communities in the database represent a wide geographic and population range. In each tab, Mariposa County’s results are noted as being “higher” than the benchmark, “lower” than the benchmark, or “similar” to the benchmark, meaning that the average rating given by Mariposa County residents is statistically similar to or different (greater or lesser) than the benchmark. Being rated as “higher” or “lower” than the benchmark means that Mariposa County’s average rating for a particular item was more than 10 points different than the benchmark. If a rating was “much higher” or “much lower,” then Mariposa County’s average rating was more than 20 points different when compared to the benchmark.

The survey was administered during the COVID-19 pandemic, a time of challenge for many local governments. While we provide comparisons to national benchmarks, it is important to note that much of the benchmark data was collected prior to the pandemic. This may impact how your County’s 2023 ratings compare to other communities’ ratings from the past five years.

Trends over time

Trend data for Mariposa County represent important comparison data and should be examined for improvements or declines*. Deviations from stable trends over time represent opportunities for understanding how local policies, programs, or public information may have affected residents' opinions. Changes between survey years have been noted with an arrow and the percent difference. If the difference is greater than six percentage points between the 2018 and 2023 surveys, the change is statistically significant.

* In 2020, The NCS survey was updated to include new and refreshed items. Consequently, some of the trends may be impacted due to wording modifications that could have potentially altered the meaning of the item for the respondent.

Methods

Selecting survey recipients

All households within Mariposa County were eligible to participate in the survey. A list of all households within the zip codes serving Mariposa County was purchased from Go-Dog Direct based on updated listings from the United States Postal Service. Since some of the zip codes that serve Mariposa County households may also serve addresses that lie outside of the community, the exact geographic location of each housing unit was compared to community boundaries using the most current municipal boundary file. Addresses located outside of Mariposa County boundaries were removed from the list of potential households to survey. Each address identified as being within county boundaries was further identified as being within one of the Mariposa County Board of Supervisors districts. From that list, addresses were randomly selected as survey recipients, with multi-family housing units (defined as those with a unit number) sampled at a rate of 5:3 compared to single family housing units.

An individual within each household was selected using the birthday method. The birthday method selects a person within the household by asking the “person whose birthday has most recently passed” to complete the questionnaire. The underlying assumption in this method is that day of birth has no relationship to the way people respond to surveys. This instruction was contained in the introduction of the survey.

Conducting the survey

The 3,000 randomly selected households received mailings beginning on May 10, 2023 and the survey remained open for six weeks. The first mailing was a postcard inviting the household to participate in the survey. The next mailing contained a cover letter with instructions, the survey questionnaire, and a postage-paid return envelope. A final reminder postcard was then sent to all selected households. All mailings included a web link to give residents the opportunity to respond to the survey online. All follow-up mailings asked those who had not completed the survey to do so and those who had already done so to refrain from completing the survey again.

About 7% of the 3,000 mailed invitations or surveys were returned because the household address was vacant or the postal service was unable to deliver the survey as addressed. Of the remaining 2,789 households that received the invitations to participate, 547 completed the survey, providing an overall response rate of 20%. The response rate was calculated using AAPOR’s response rate #2 for mailed surveys of unnamed persons.*

It is customary to describe the precision of estimates made from surveys by a “level of confidence” and accompanying “confidence interval” (or margin of error). A traditional level of confidence, and the one used here, is 95%. The 95% confidence interval can be any size and quantifies the sampling error or imprecision of the survey results because some residents’ opinions are relied on to estimate all residents’ opinions. The margin of error for the Mariposa County survey is no greater than plus or minus four percentage points around any given percent reported for all respondents (547 completed surveys).

In addition to the randomly selected “probability sample” of households, a link to an online open participation survey was publicized by Mariposa County. The open participation survey was identical to the probability sample survey with two small updates; it included a map at the beginning asking where the respondent lives and a question about where they heard about the survey. The open participation survey was open to all county residents and became available on June 7, 2023. The survey remained open for two weeks. The data presented in the following tabs exclude the open participation survey data, but a tab at the end provides the complete frequency of responses to questions by the open participation respondents.

Analyzing the data

Responses from mailed surveys were entered into an electronic dataset using a “key and verify” method, where all responses are entered twice and compared to each other. Any discrepancies were resolved in comparison to the original survey form. Range checks as well as other forms of quality control were also performed. Responses from surveys completed on Polco were downloaded and merged with the mailed survey responses.

The demographics of the survey respondents were compared to those found in the 2020 Census and 2022 American Community Survey estimates for adults in the County of Mariposa County. The primary objective of weighting survey data is to make the survey respondents reflective of the larger population of the community. The characteristics used for weighting were age, sex, race, Hispanic origin, housing type, housing tenure, and area. No adjustments were made for design effects. Weights were calculated using an iterative, multiplicative raking model known as the ANES Weighting Algorithm.* The results of the weighting scheme for the probability sample are presented in the following table.

NRC aligns demographic labels with those used by the U.S. Census for reporting purposes, when possible. Some categories (e.g., age, race/Hispanic origin, housing type, and length of residency) are combined into smaller subgroups.

		Unweighted	Weighted	Target*
Age	18-34	5%	18%	19%
	35-54	15%	26%	26%
	55+	79%	56%	55%
Area	District 1	13%	10%	10%
	District 2	12%	14%	14%
	District 3	16%	12%	12%
	District 4	18%	12%	12%
	District 5	16%	14%	14%
	P.O. Boxes	26%	39%	39%
Hispanic origin	No, not of Hispanic, Latino/a/x, or Spanish origin	94%	89%	89%
	Yes, I consider myself to be of Hispanic, Latino/a/x, or Spanish origin	6%	11%	11%
Housing tenure	Own	84%	72%	72%
	Rent	16%	28%	28%
Housing type	Attached	21%	28%	28%
	Detached	79%	72%	72%
Race & Hispanic origin	Not white alone	18%	20%	20%
	White alone, not Hispanic or Latino	82%	80%	80%
Sex	Man	44%	50%	51%
	Woman	56%	50%	49%
Sex/age	Man 18-34	2%	8%	10%
	Man 35-54	4%	14%	14%
	Man 55+	38%	28%	27%
	Woman 18-34	4%	9%	9%
	Woman 35-54	11%	12%	12%
	Woman 55+	41%	28%	28%

The survey datasets were analyzed using all or some of a combination of the Statistical Package for the Social Sciences (SPSS), R, Python and Tableau. For the most part, the percentages presented in the reports represent the “percent positive.” The percent positive is the combination of the top two most positive response options (i.e., excellent/good, very safe/somewhat safe, essential/very important, etc.), or, in the case of resident behaviors/participation, the percent positive represents the proportion of respondents indicating “yes” or participating in an activity at least once a month.

On many of the questions in the survey respondents may answer “don’t know.” The proportion of respondents giving this reply is shown in the full set of responses included in the tab “Complete data”. However, these responses have been removed from the analyses presented in the reports. In other words, the tables and graphs display the responses from respondents who had an opinion about a specific item.

Contact

Mariposa County funded this research. Please contact Dallin Kimble of Mariposa County at dkimble@mariposacounty.org if you have any questions about the survey.

Survey Validity

See the Polco Knowledge Base article on survey validity at <https://info.polco.us/knowledge/statistical-vali>

* See AAPOR’s Standard Definitions for more information at

<https://www.aapor.org/Publications-Media/AAPOR-Journals/Standard-Definitions.aspx>

* Pasek, J. (2010). ANES Weighting Algorithm. Retrieved from

<https://web.stanford.edu/group/iriss/cgi-bin/anesrake/resources/RakingDescription.pdf>

* Targets come from the 2020 Census and 2022 American Community Survey

Key Findings

Residents generally feel safe in Mariposa County but have some concerns about natural disasters.

About 9 in 10 residents stated that they felt very safe or somewhat safe in Mariposa County's downtown/commercial areas during the day and in their neighborhood during the day as well. Similarly favorable evaluations were offered by 8 in 10 respondents for their feeling of safety from violent crime and from property crime. Three-quarters positively rated the overall feeling of safety in the county. Each of these scores were in line with national averages. Resident perceptions of safety from fire, flood, or other natural disaster, however, were much lower than comparison communities, with only one-third of the responses being positive.

Fire services were rated excellent or good by about 8 in 10 residents, while 7 in 10 said the same for the quality of fire prevention and education and police/Sheriff services. Just under two-thirds of survey participants favorably evaluated crime prevention, emergency preparedness, and animal control. While each of these were similar to national benchmarks, a below-average rating was offered for ambulance or emergency medical services, with 64% rating it positively. In a question unique to this iteration of The NCS, Mariposa County residents were asked to what extent they would support or oppose various approaches to addressing fire and emergency medical responses in the county. The majority of respondents supported maintaining current fire and emergency medical responses and costs (89%) and opposed longer response times in exchange for lower costs (88%). Additionally, 72% would support efforts to shorten response times, even if additional taxes or fees were required.

Utility infrastructure in Mariposa County may be an area for additional focus.

When asked which aspects of the community the County should focus on in the next two years, 85% of residents identified the overall utility infrastructure as a priority. However, only 27% stated the quality of the utility infrastructure was excellent or good, below the national average. Drinking water and sewer services received the highest marks in this facet, with more than half of respondents rating them positively. About 4 in 10 participants favorably reviewed the county's storm water management, an increase of 14% since the previous iteration of this survey but still below benchmark scores. One-third of residents offered positive evaluations of garbage collection, power utility, and utility billing in Mariposa County; affordable high-speed internet access garnered excellent or good ratings from 2 in 10 participants. Reviews for all utility-related survey items fell below the national benchmark. The high importance and comparatively lower quality ratings could indicate an opportunity for additional focus on utility infrastructure in the county.

The economy is the top priority for County residents and an area of opportunity for the county.

Results within the facet of economy were mixed. A sizeable majority (89%) of county residents stated that Mariposa County was an excellent or good place to visit, well above the national average. While about half of participants positively rated the overall quality of business and service establishments and the vibrancy of the downtown/commercial areas, the former ranked lower than comparison communities. One-third of residents were pleased with Mariposa County as a place to work, as well as with the variety of business and service establishments within the county, both of which fell below national averages. The cost of living was found to be similar to benchmark communities, with one-quarter of reviewers rating it positively. Economic development (22% excellent or good), shopping opportunities (18%), and employment opportunities (15%) were all reviewed much lower than the benchmarks, indicating areas for potential growth in the county. Additionally, respondents identified the county's overall economic health as the top priority for the coming 2 years, with 89% rating it an essential or very important focus area.

The County's natural environment is an important asset to the community.

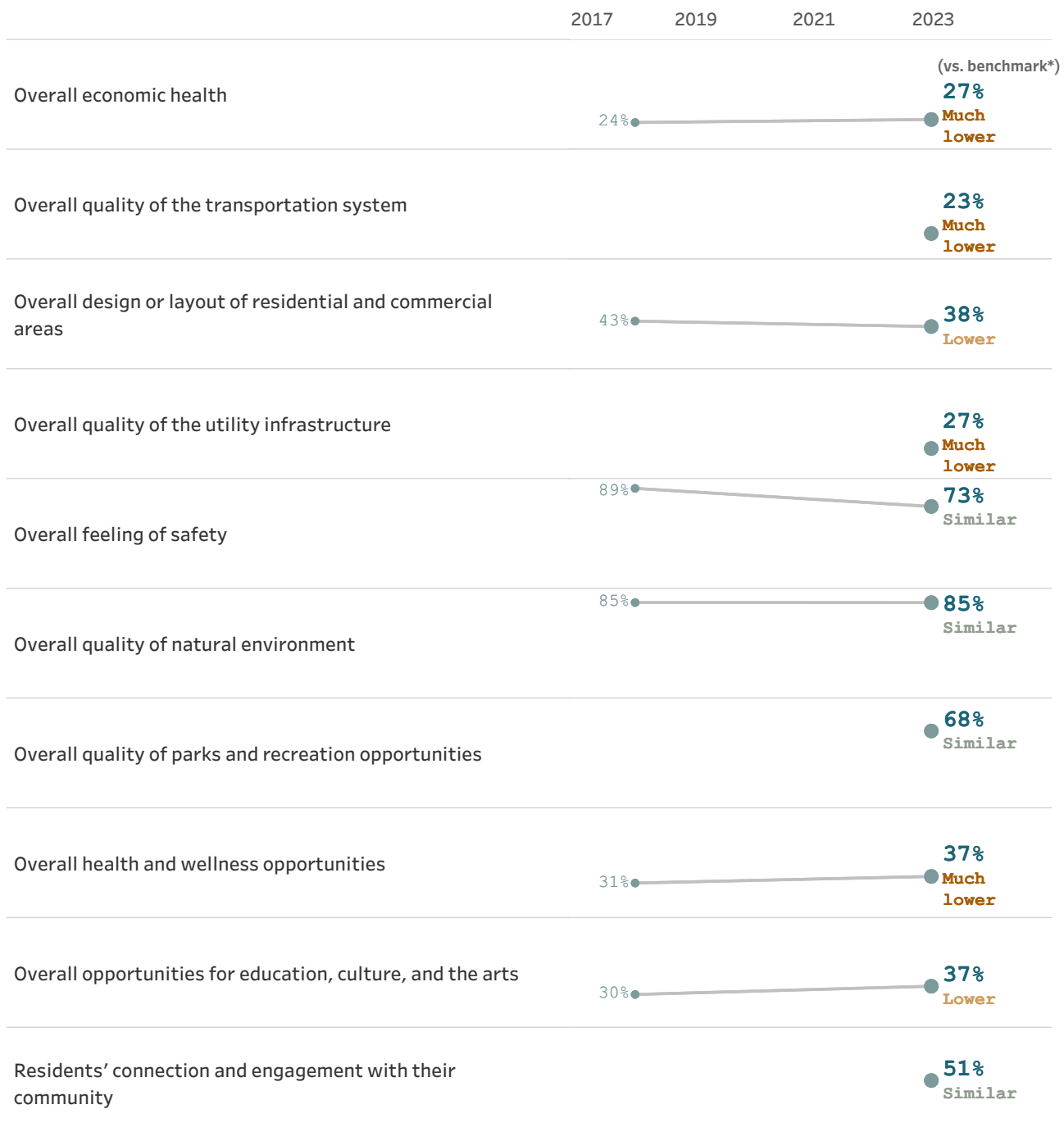
When asked how important it was for the Mariposa County community to focus on the natural environment, 80% of residents indicated that it was essential or very important. Additionally, survey respondents provided strong quality evaluations for the natural environment (85% favorable) in Mariposa County overall, suggesting that the natural environment was highly valued by community members. Roughly three-quarters of residents evaluated the county's air quality as excellent or good. Mariposa County's preservation of natural areas was offered similarly positive ratings by 7 in 10 residents. About two-thirds of respondents indicated favorable views of the county's open space, cleanliness, and water resources. Each of these reviews were on par with national benchmarks. However, recycling (50%) and yard waste pick-up (25%) garnered below-average scores from Mariposa County residents.

Facets of livability

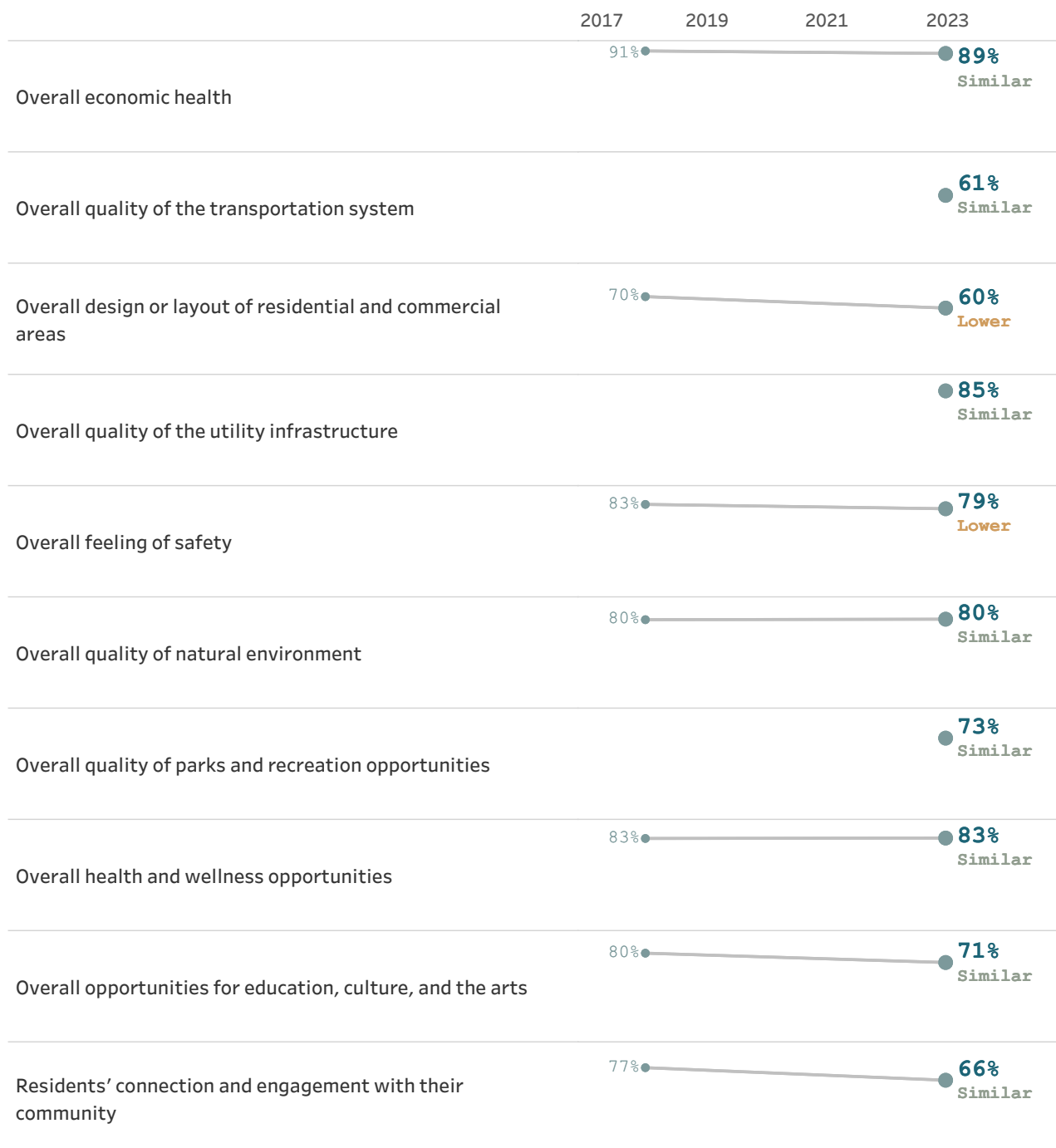
Resident perceptions of quality and importance for each of the facets of community livability provide an overview of community strengths and challenges that are useful for planning, budgeting and performance evaluation.

The charts below show the proportion of residents who rated the community facets positively for quality and the priority (importance) placed on each. Also displayed is whether local ratings were lower, similar, or higher than communities across the country (the national benchmark).

Please rate each of the following characteristics as they relate to Mariposa County as a whole.
(% excellent or good)



Please rate how important, if at all, you think it is for the Mariposa County community to focus on each of the following in the coming two years.
(% essential or very important)



* Comparison to the national benchmark is shown. If no comparison is available, this is left blank.

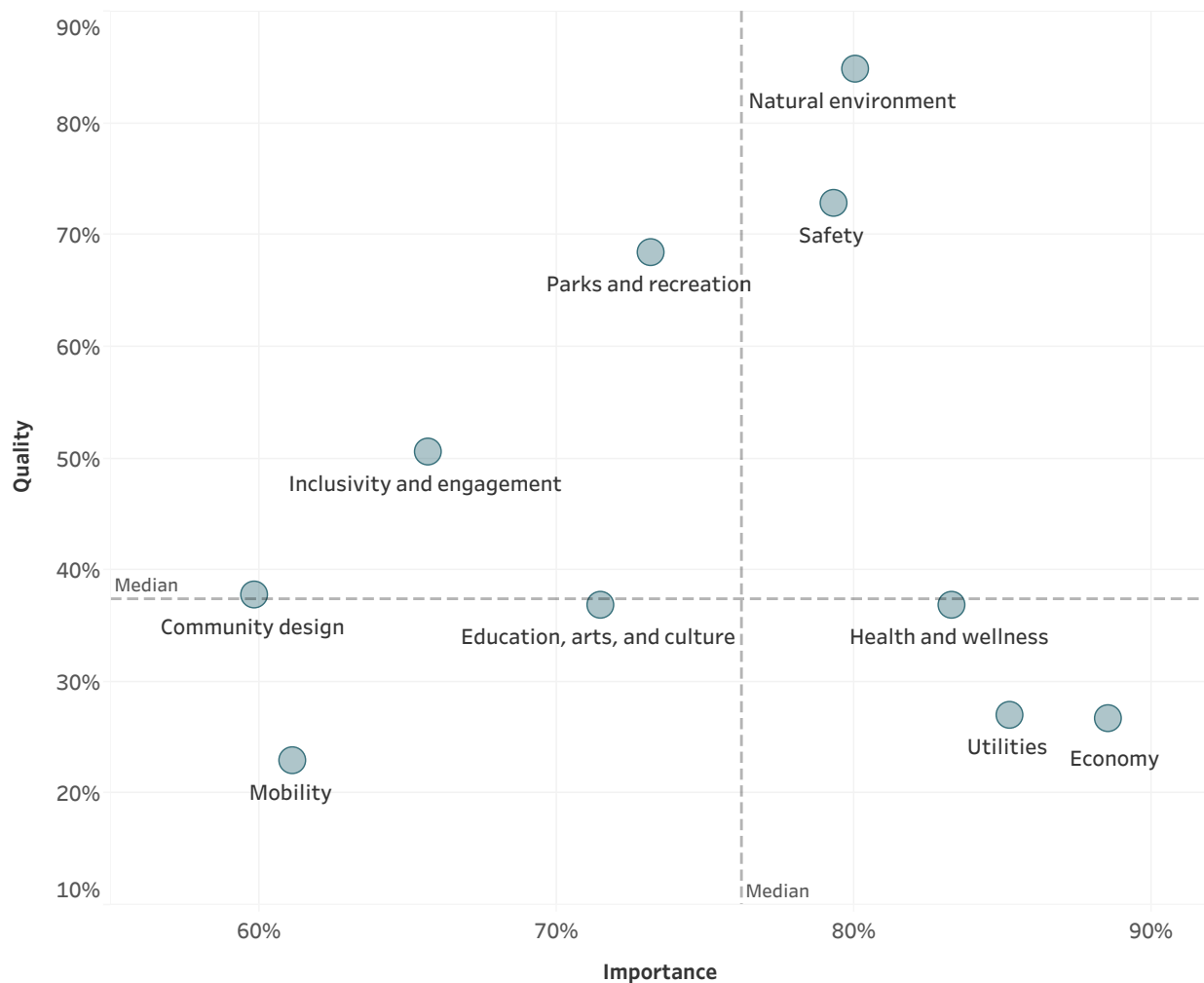
Balancing performance and importance

Every jurisdiction must balance limited resources while meeting resident needs and striving to optimize community livability. To this end, it is helpful to know what aspects of the community are most important to residents and which they perceive as being of higher or lower quality. It is especially helpful to know when a facet of livability is considered of high importance but rated as lower quality, as this should be a top priority to address.

To help guide County staff and officials with decisions on future resource allocation, resident ratings of the importance of services were compared to their ratings of the quality of these services. To identify the services perceived by residents to have relatively lower quality at the same time as relatively higher importance, all services were ranked from highest perceived quality to lowest perceived quality and from highest perceived importance to lowest perceived importance. Some services were in the top half of both lists (higher quality and higher importance); some were in the top half of one list but the bottom half of the other (higher quality and lower importance or lower quality and higher importance); and some services were in the bottom half of both lists.

Services receiving quality ratings of excellent or good by 37% or more of respondents were considered of “higher quality” and those with ratings lower than 37% were considered to be of “lower quality.” Services were classified as “more important” if they were rated as essential or very important by 76% or more of respondents. Services were rated as “less important” if they received a rating of less than 76%. This classification uses the median ratings for quality and importance to divide the services in half.

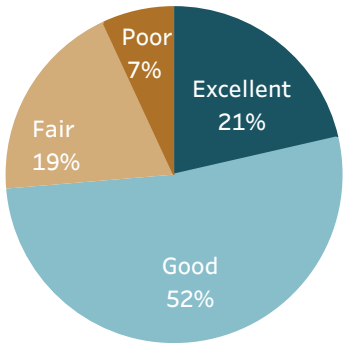
The quadrants in the figure below show which community facets were given higher or lower importance ratings (right-left) and which had higher or lower quality ratings (up-down). Facets of livability falling closer to a diagonal line from the lower left to the upper right are those where performance ratings are more commensurate with resident priorities. Facets scoring closest to the lower right hand corner of the matrix (higher in importance and lower in quality) are those that may warrant further investigation to see if changes to their delivery are necessary to improve their performance. This is the key part of this chart on which to focus. Facets falling in the top left hand corner of the chart (lower in importance but higher in quality) are areas where ..



The overall quality of life in Mariposa County, 2023

Quality of life

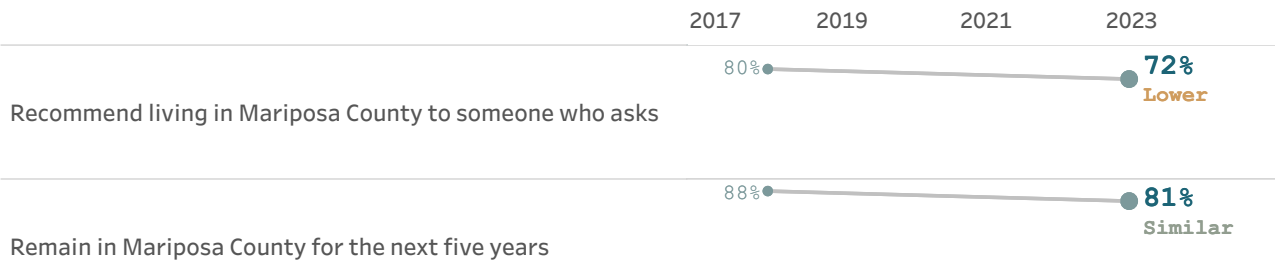
Measuring community livability starts with assessing the quality of life of those who live there, and ensuring that the community is attractive, accessible, and welcoming to all.



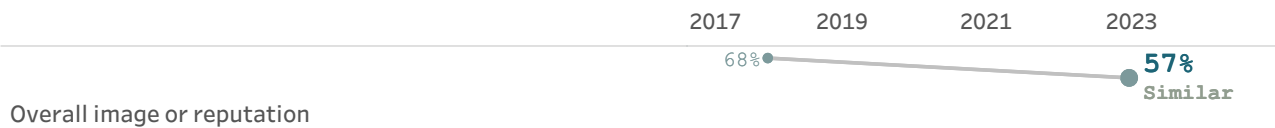
Please rate each of the following aspects of quality of life in Mariposa County.
(% excellent or good)



Please indicate how likely or unlikely you are to do each of the following.
(% very or somewhat likely)



Please rate each of the following in the Mariposa County community.
(% excellent or good)

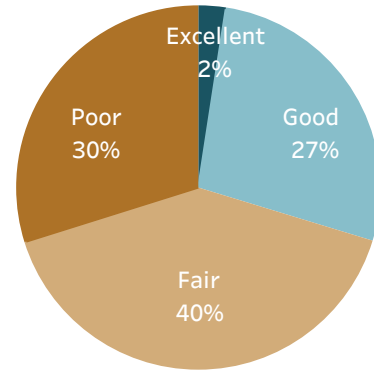


* Comparison to the national benchmark is shown. If no comparison is available, this is left blank.

Governance

Strong local governments produce results that meet the needs of residents while making the best use of available resources, and are responsive to the present and future needs of the community as a whole.

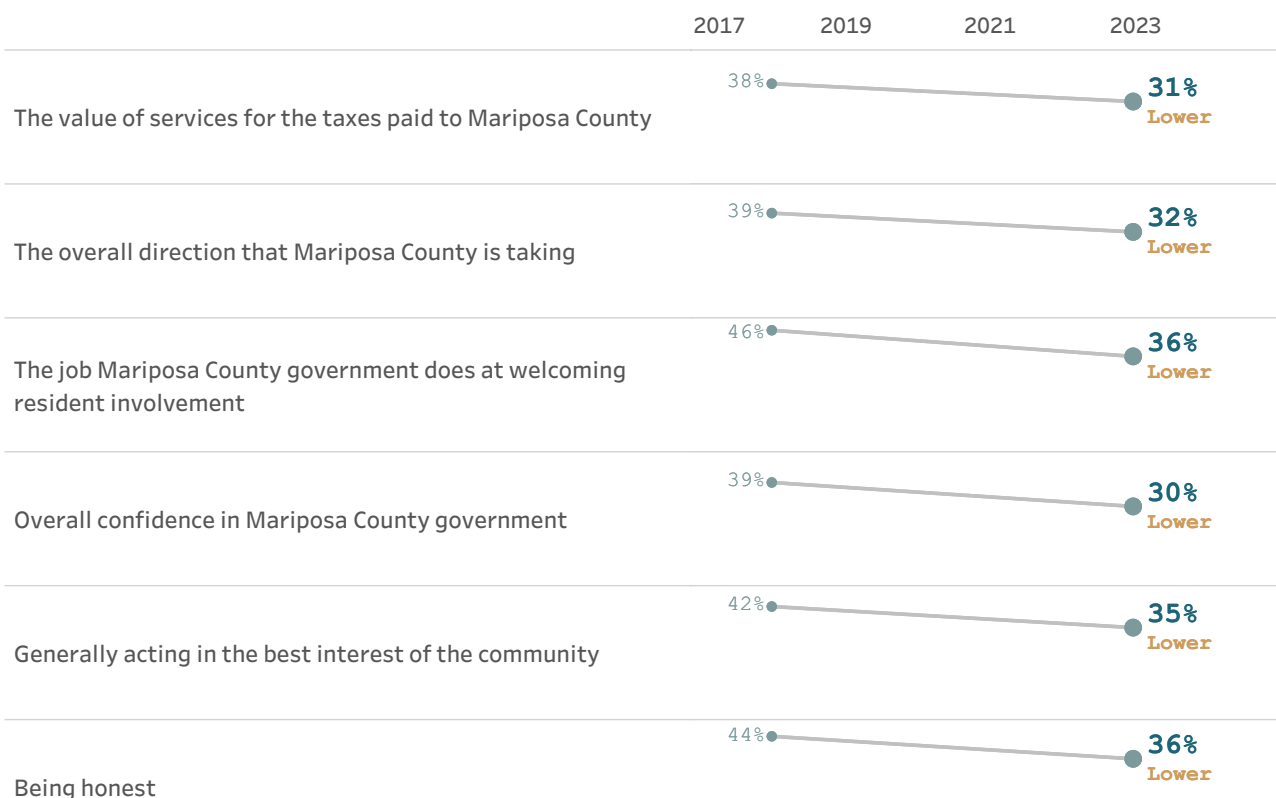
Overall confidence in Mariposa County government, 2023



Please rate the quality of each of the following services in Mariposa County.
(% excellent or good)

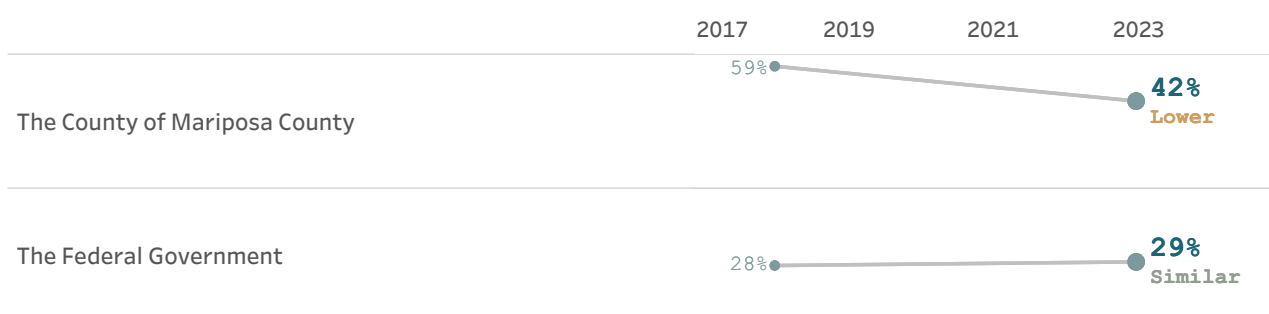


Please rate the following categories of Mariposa County government performance.
(% excellent or good)





Overall, how would you rate the quality of the services provided by each of the following?
(% excellent or good)

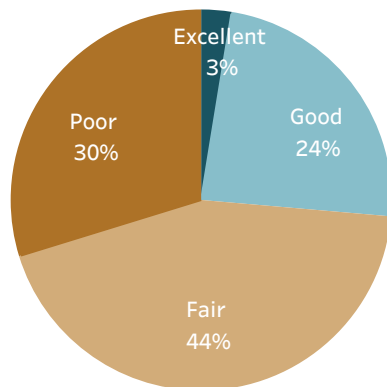


* Comparison to the national benchmark is shown. If no comparison is available, this is left blank.

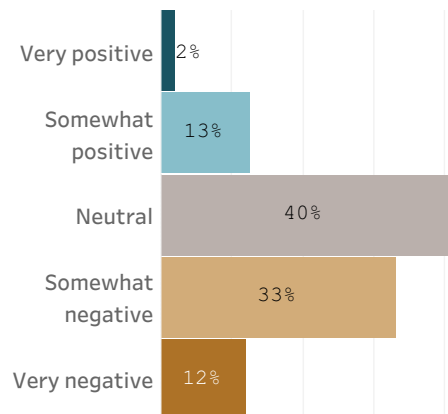
Economy

Local governments work together with private and nonprofit businesses, and with the community at large, to foster sustainable growth, create jobs, and promote a thriving local economy.

Overall economic health of Mariposa County, 2023

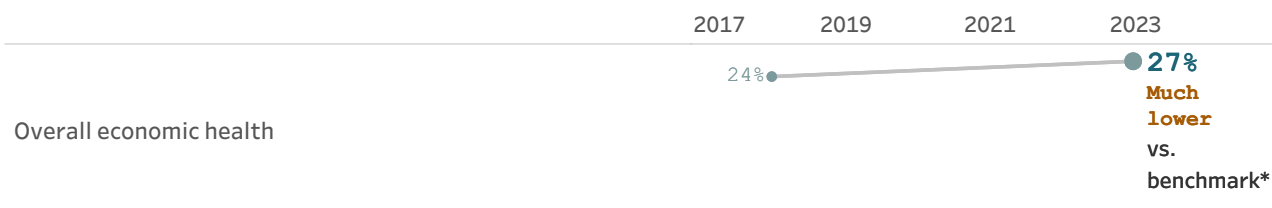


What impact, if any, do you think the economy will have on your family income in the next 6 months? Do you think the impact will be:



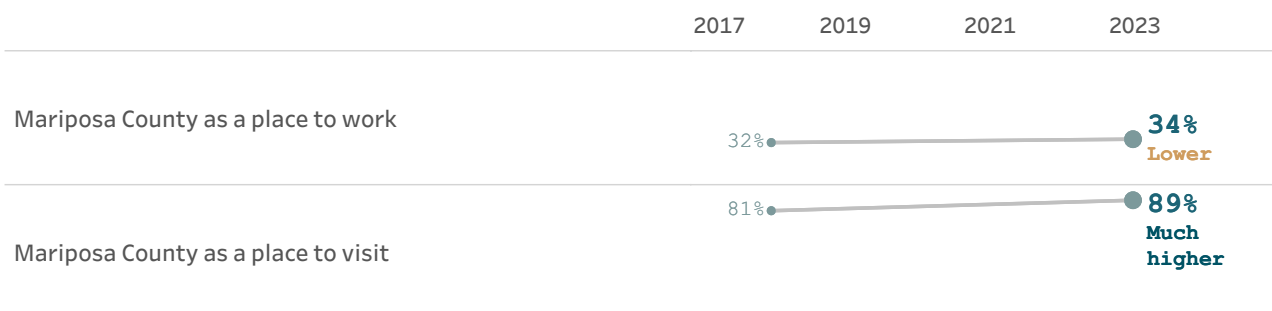
Please rate each of the following characteristics as they relate to Mariposa County as a whole.

(% excellent or good)



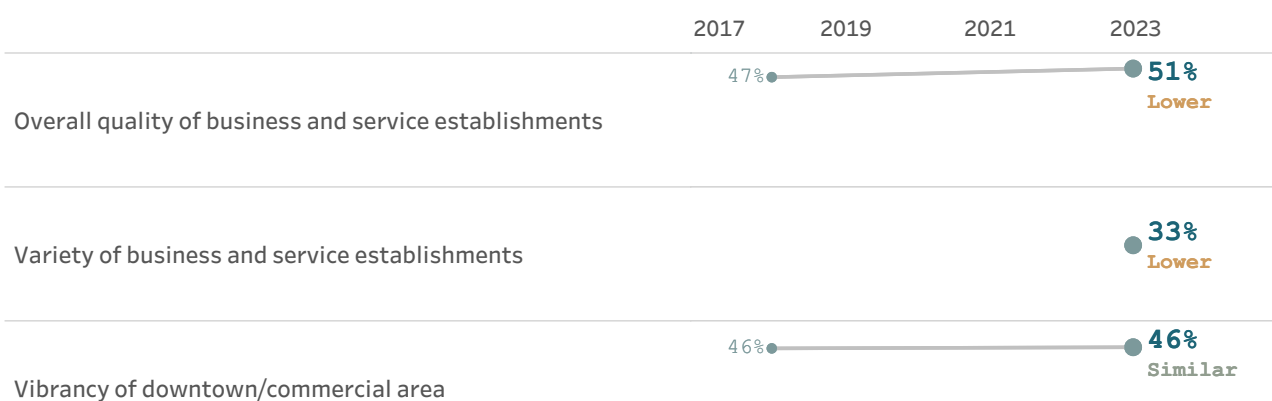
Please rate each of the following aspects of quality of life in Mariposa County.

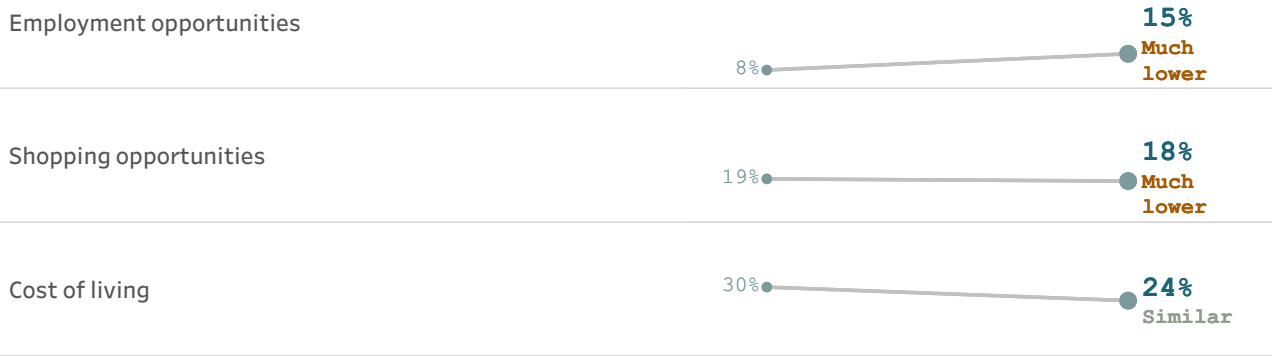
(% excellent or good)



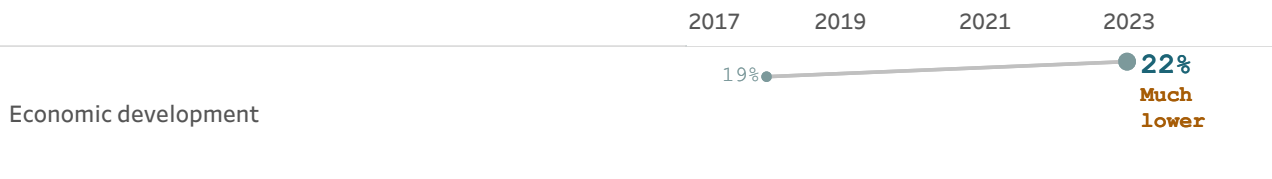
Please rate each of the following in the Mariposa County community.

(% excellent or good)

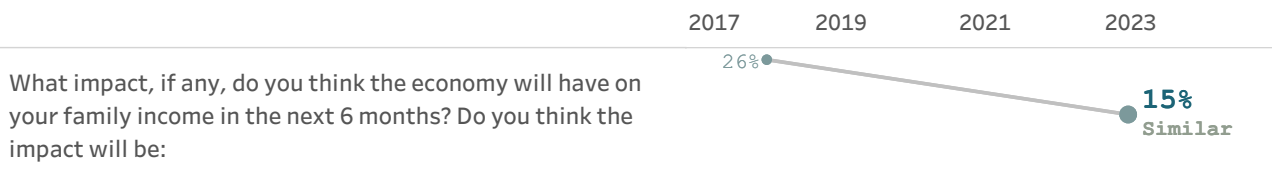




Please rate the quality of each of the following services in Mariposa County.
(% excellent or good)



What impact, if any, do you think the economy will have on your family income in the next 6 months? Do you think the impact will be:
(% very or somewhat positive)

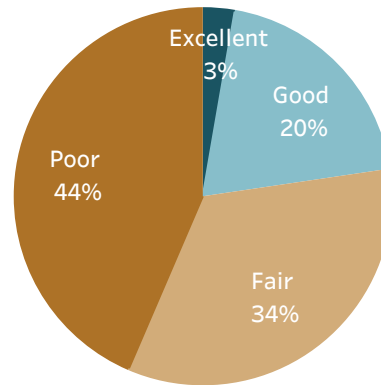


* Comparison to the national benchmark is shown. If no comparison is available, this is left blank.

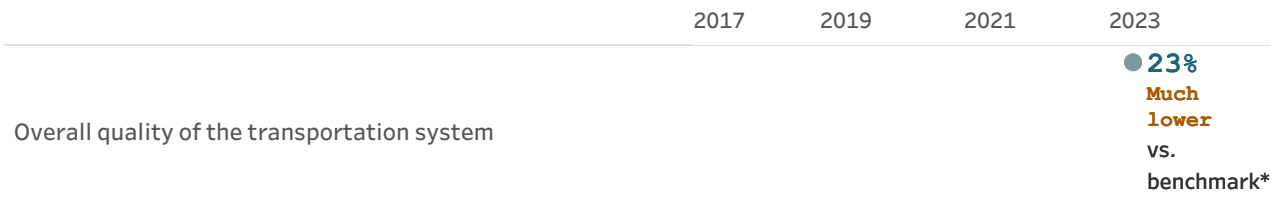
Mobility

The ease with which residents can move about their communities, whether for commuting, leisure, or recreation, plays a major role in the quality of life for all who live, work, and play in the community.

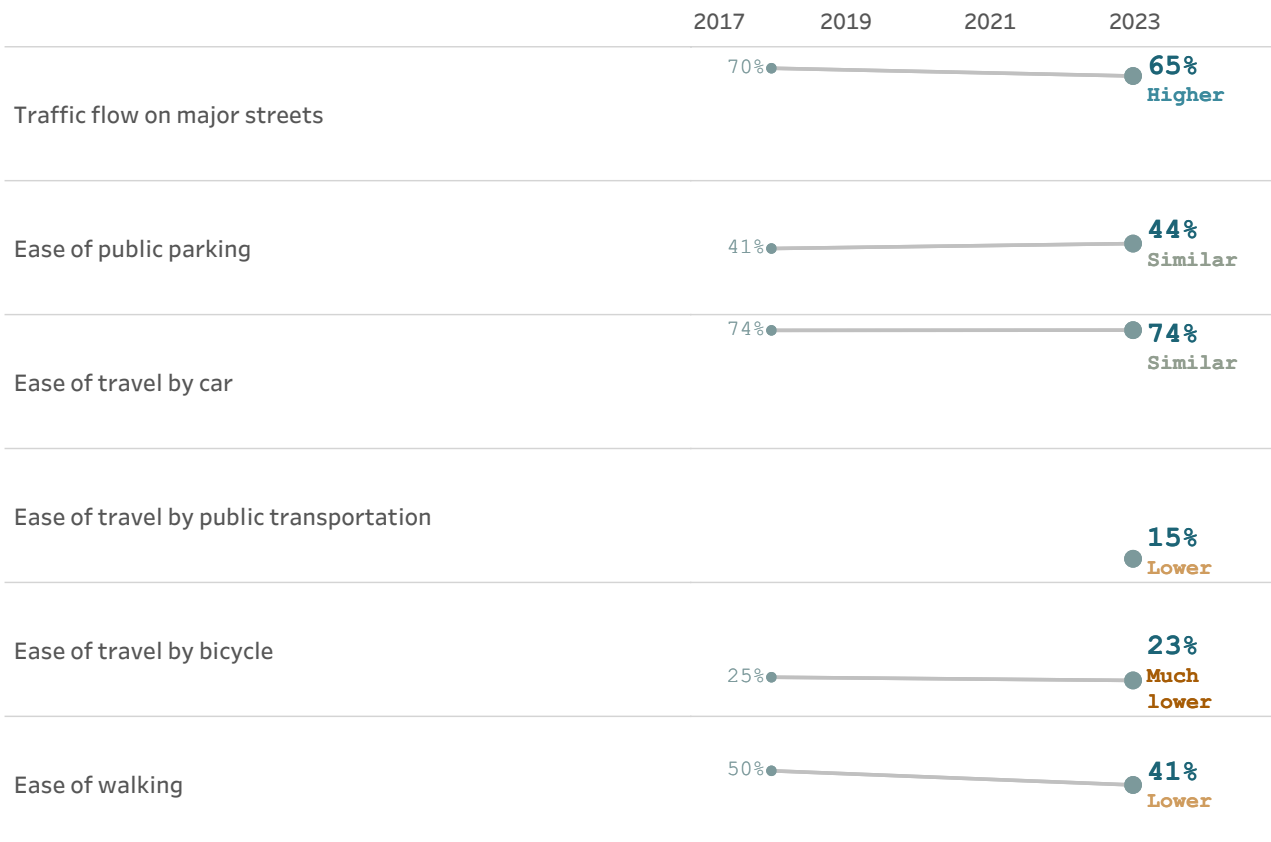
Overall quality of the transportation system in Mariposa County, 2023



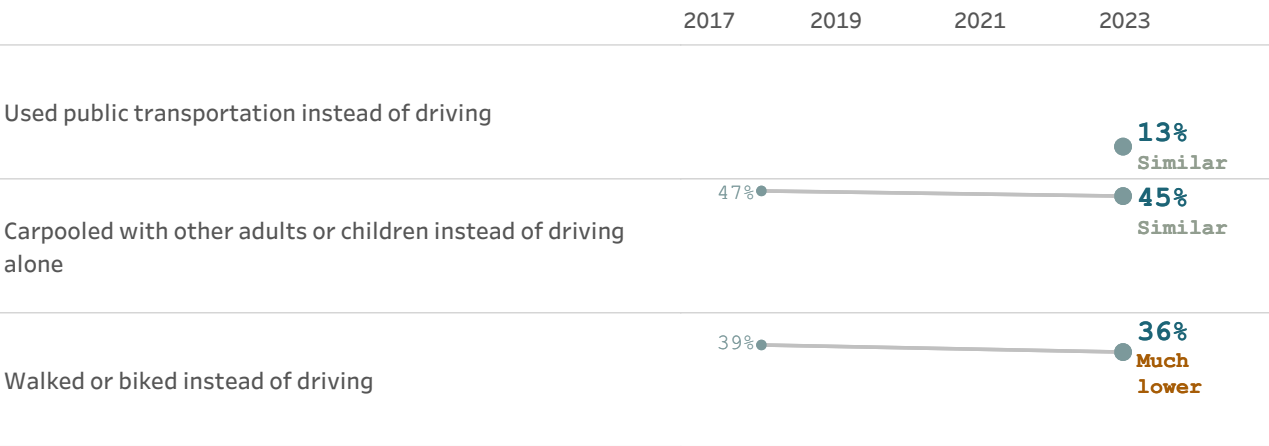
Please rate each of the following characteristics as they relate to Mariposa County as a whole.
(% excellent or good)



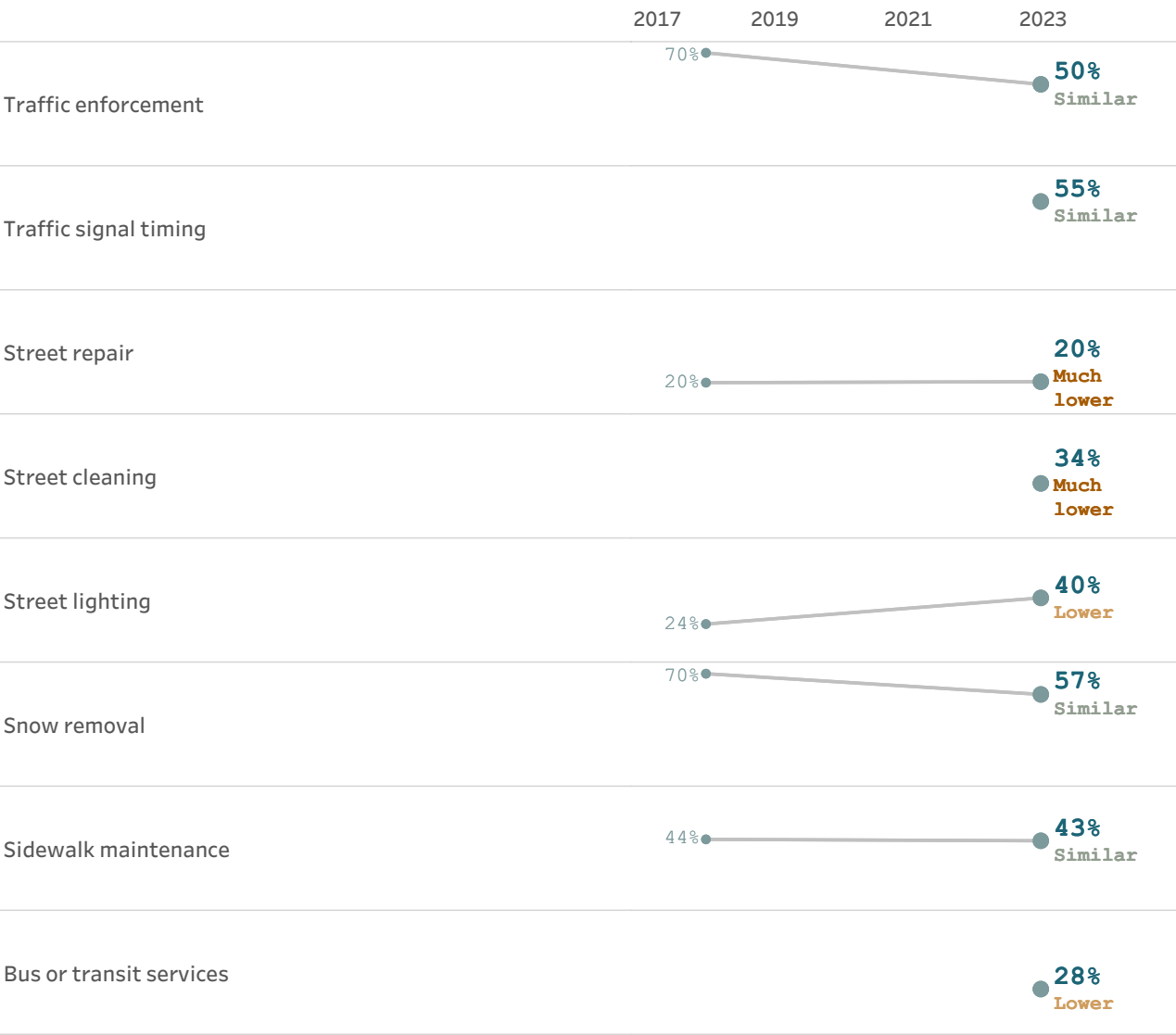
Please also rate each of the following in the Mariposa County community.
(% excellent or good)



Please indicate whether or not you have done each of the following in the last 12 months.
 (% yes)

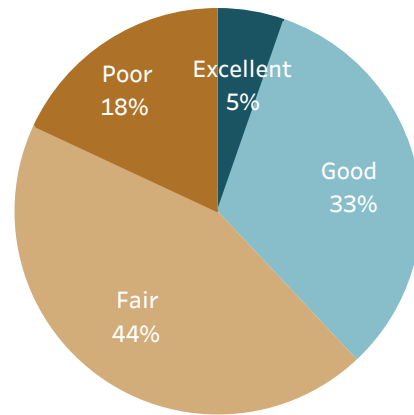


Please rate the quality of each of the following services in Mariposa County.
 (% excellent or good)



* Comparison to the national benchmark is shown. If no comparison is available, this is left blank.

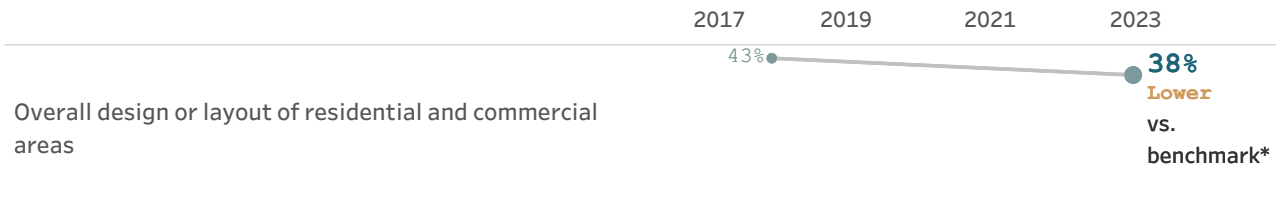
Overall design or layout of Mariposa County's residential and commercial areas, 2023



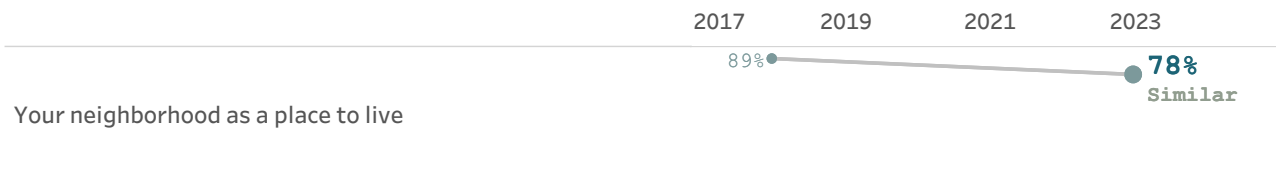
Community design

A well-designed community enhances the quality of life for its residents by encouraging smart land use and zoning, ensuring that affordable housing is accessible to all, and providing access to parks and other green spaces.

Please rate each of the following characteristics as they relate to Mariposa County as a whole.
(% excellent or good)



Please rate each of the following aspects of quality of life in Mariposa County.
(% excellent or good)

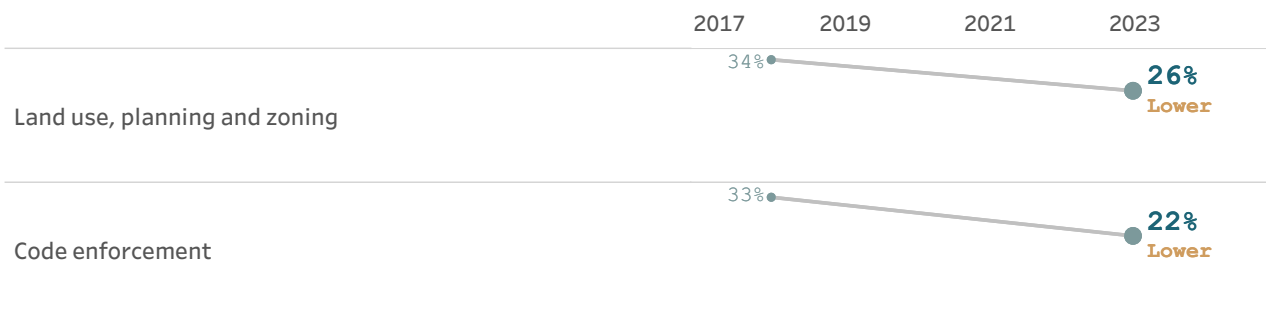


Please also rate each of the following in the Mariposa County community.
(% excellent or good)



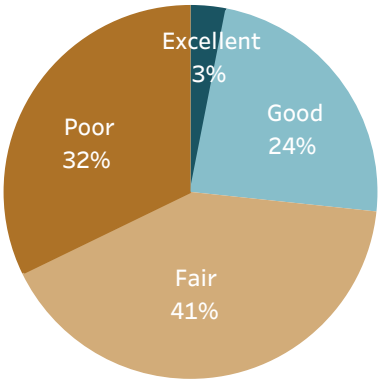


Please rate the quality of each of the following services in Mariposa County.
(% excellent or good)



* Comparison to the national benchmark is shown. If no comparison is available, this is left blank.

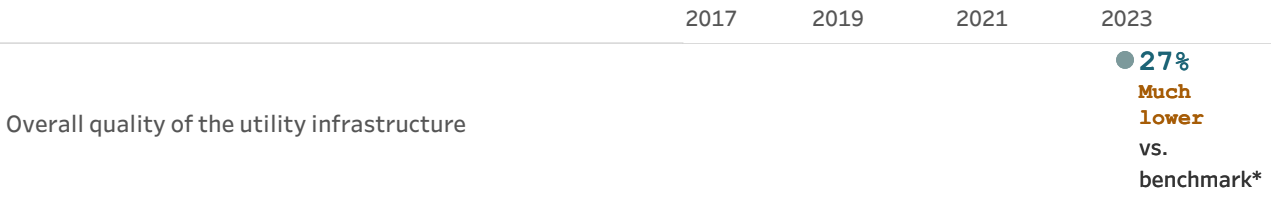
Overall quality of the utility infrastructure in Mariposa County, 2023



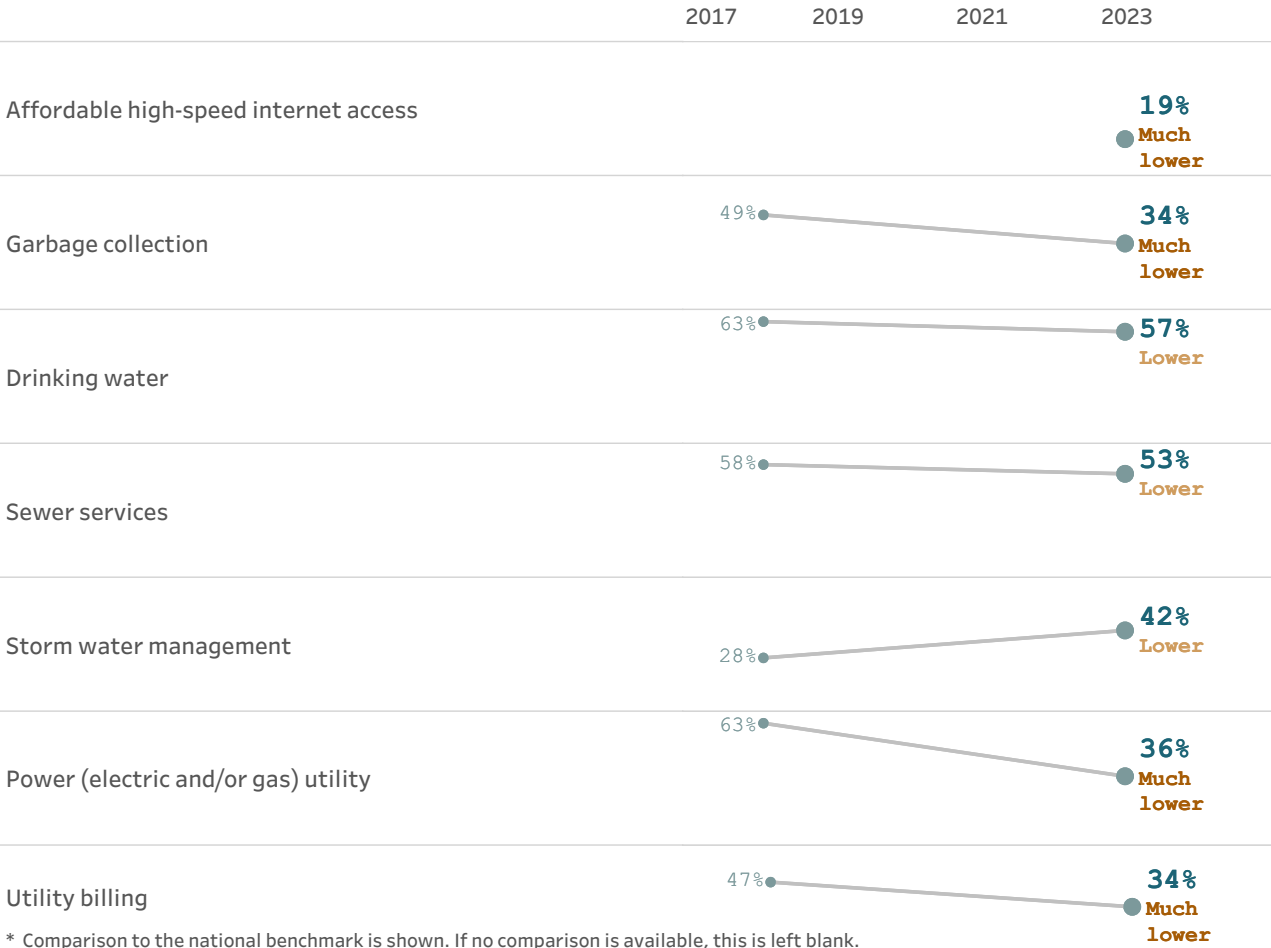
Utilities

Services such as water, gas, electricity, and internet access play a vital role in ensuring the physical and economic health and well-being of the communities they serve.

Please rate each of the following characteristics as they relate to Mariposa County as a whole.
(% excellent or good)



Please rate the quality of each of the following services in Mariposa County.
(% excellent or good)

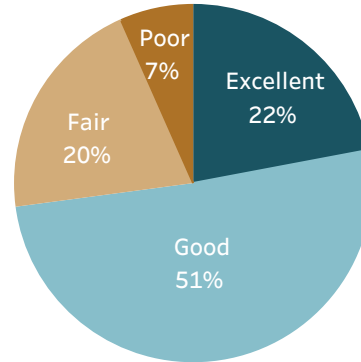


* Comparison to the national benchmark is shown. If no comparison is available, this is left blank.

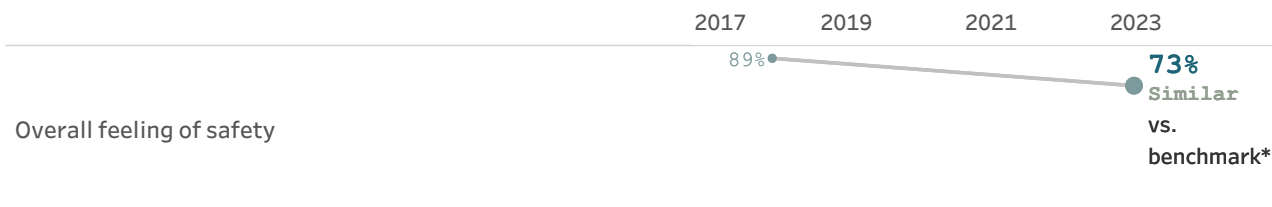
Safety

Public safety is often the most important task facing local governments. All residents should feel safe and secure in their neighborhoods and in the greater community, and providing robust safety-related services is essential to residents' quality of life.

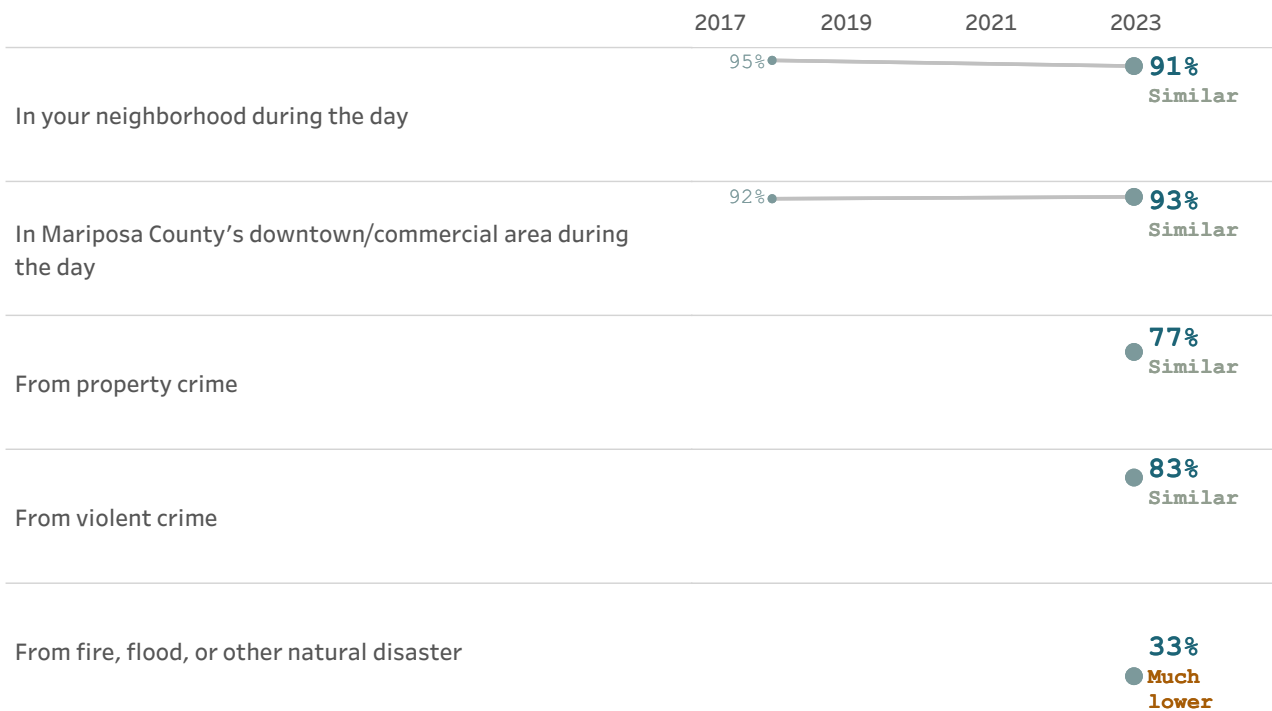
Overall feeling of safety in Mariposa County, 2023



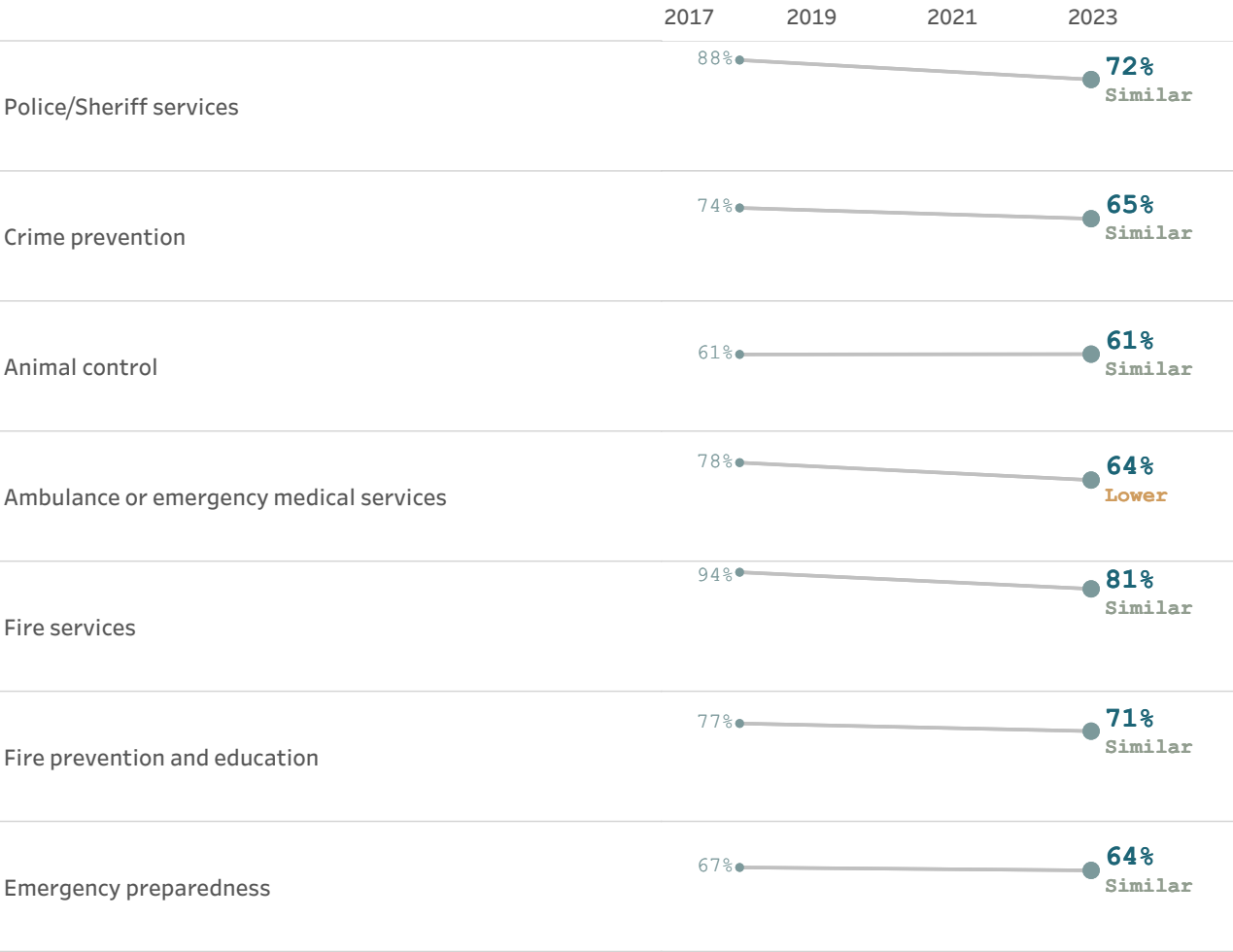
Please rate each of the following characteristics as they relate to Mariposa County as a whole.
(% excellent or good)



Please rate how safe or unsafe you feel:
(% very or somewhat safe)



Please rate the quality of each of the following services in Mariposa County.
 (% excellent or good)

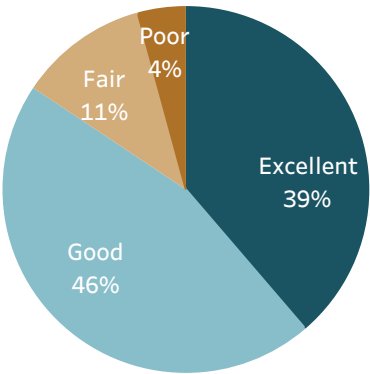


* Comparison to the national benchmark is shown. If no comparison is available, this is left blank.

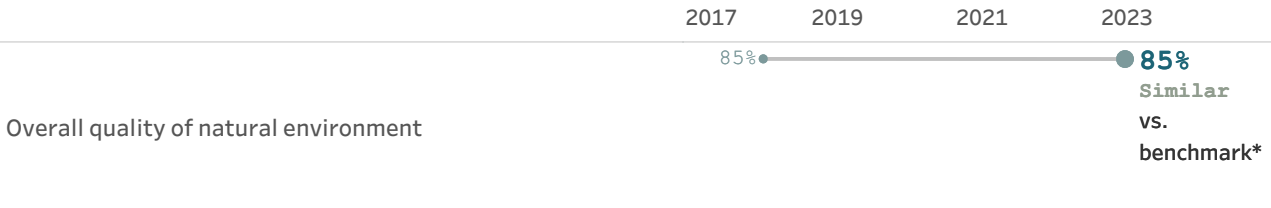
Overall quality of natural environment in Mariposa County, 2023

Natural environment

The natural environment plays a vital role in the health and well-being of residents. The natural spaces in which residents live and experience their communities has a direct and profound effect on quality of life.



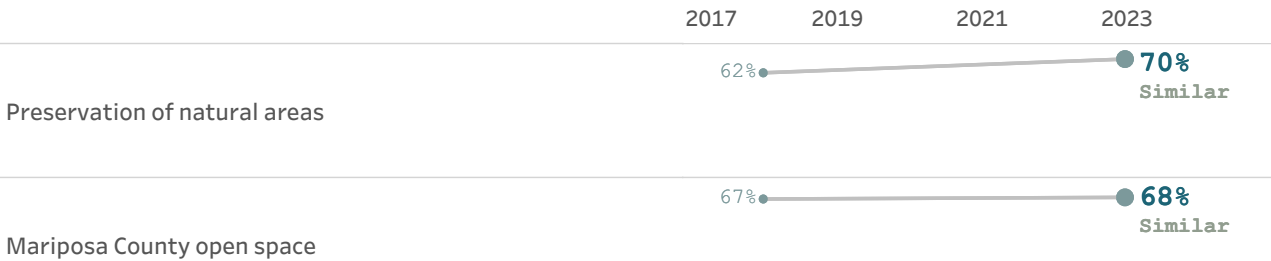
Please rate each of the following characteristics as they relate to Mariposa County as a whole.
(% excellent or good)

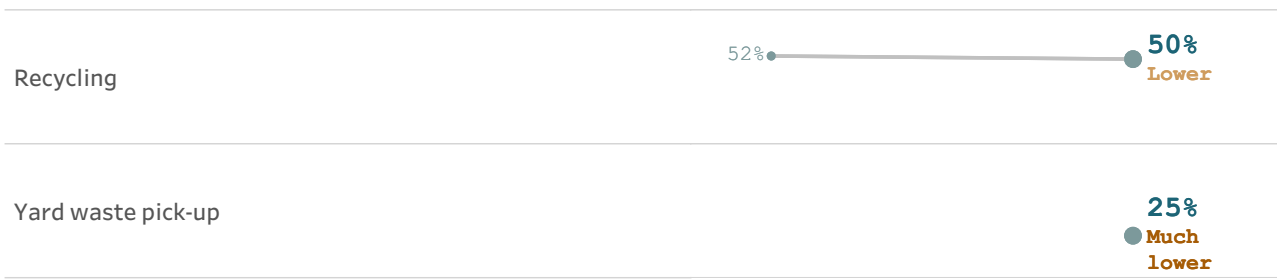


Please also rate each of the following in the Mariposa County community.
(% excellent or good)



Please rate the quality of each of the following services in Mariposa County.
(% excellent or good)





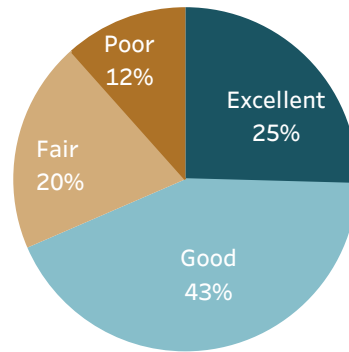
* Comparison to the national benchmark is shown. If no comparison is available, this is left blank.

Overall quality of parks and recreation opportunities, 2023

Parks and recreation

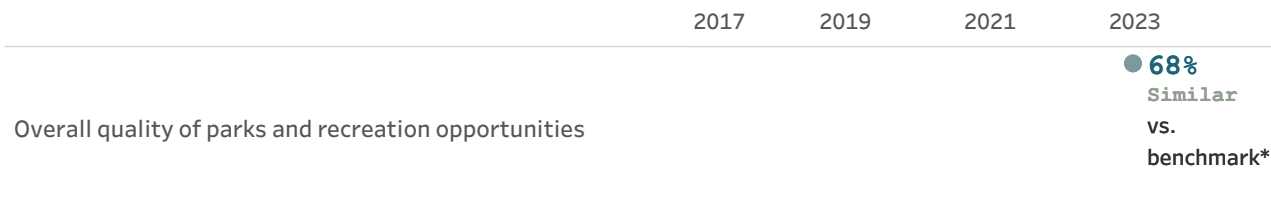
"There are no communities that pride themselves on their quality of life, promote themselves as a desirable location for businesses to relocate, or maintain that they are environmental stewards of their natural resources, without such communities having a robust, active system of parks and recreation programs for public use and enjoyment."

- National Recreation and Park Association



Please rate each of the following characteristics as they relate to Mariposa County as a whole.

(% excellent or good)



Please also rate each of the following in the Mariposa County community.

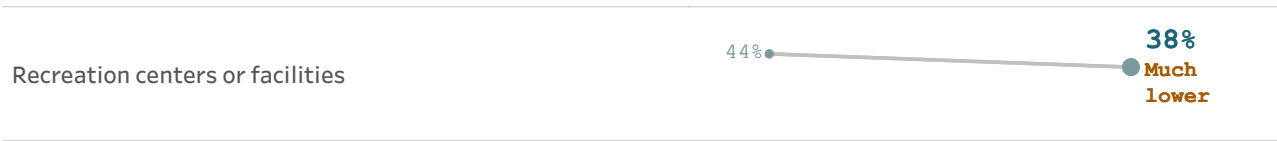
(% excellent or good)



Please rate the quality of each of the following services in Mariposa County.

(% excellent or good)



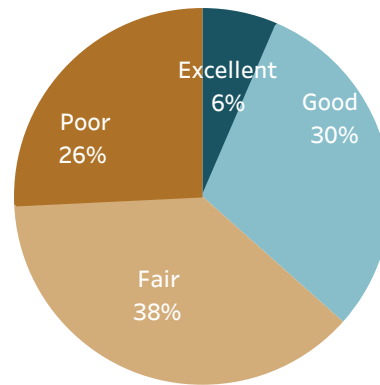


* Comparison to the national benchmark is shown. If no comparison is available, this is left blank.

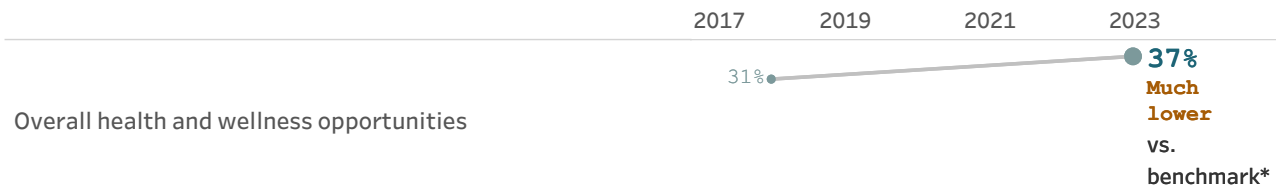
Overall health and wellness
opportunities in Mariposa County,
2023

Health and wellness

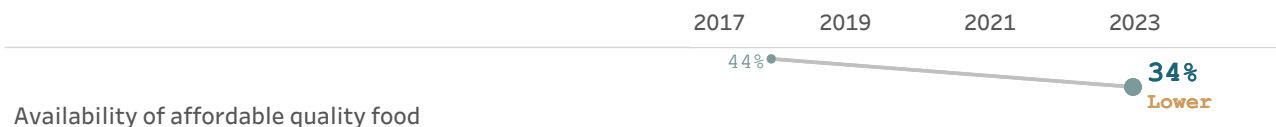
The characteristics of and amenities available in the communities in which people live has a direct impact on the health and wellness of residents, and thus, on their quality of life overall.



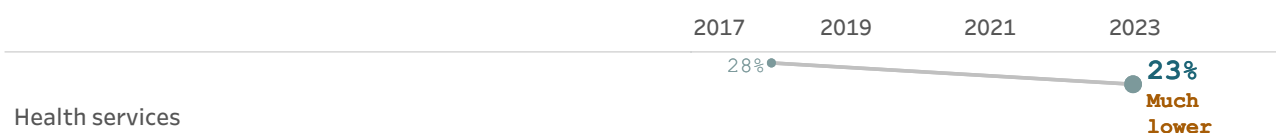
Please rate each of the following characteristics as they relate to Mariposa County as a whole.
(% excellent or good)



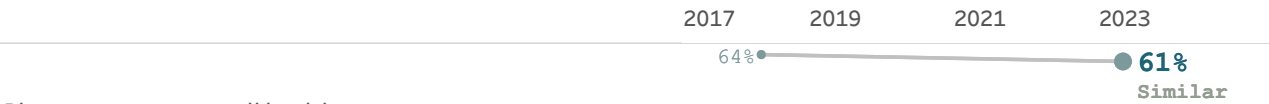
Please also rate each of the following in the Mariposa County community.
(% excellent or good)



Please rate the quality of each of the following services in Mariposa County.
(% excellent or good)



Please rate your overall health.
(% excellent or very good)



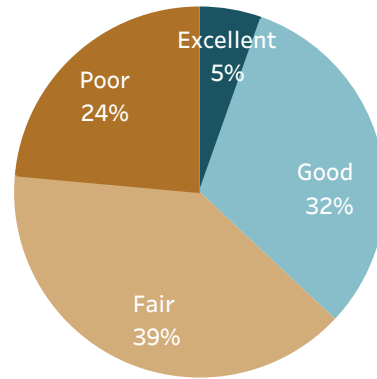
Please rate your overall health.

* Comparison to the national benchmark is shown. If no comparison is available, this is left blank.

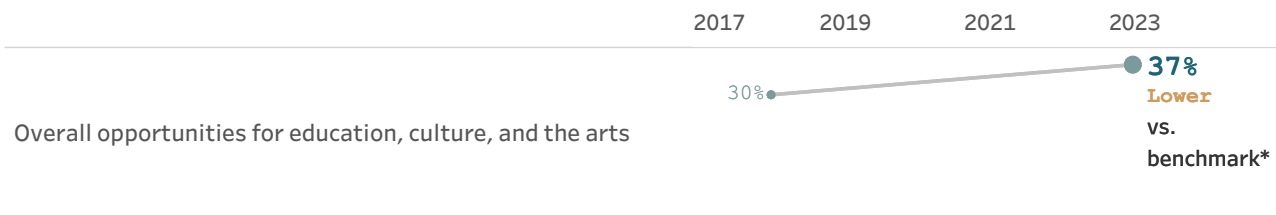
Education, arts, and culture

Participation in the arts, in educational opportunities, and in cultural activities is linked to increased civic engagement, greater social tolerance, and enhanced enjoyment of the local community.

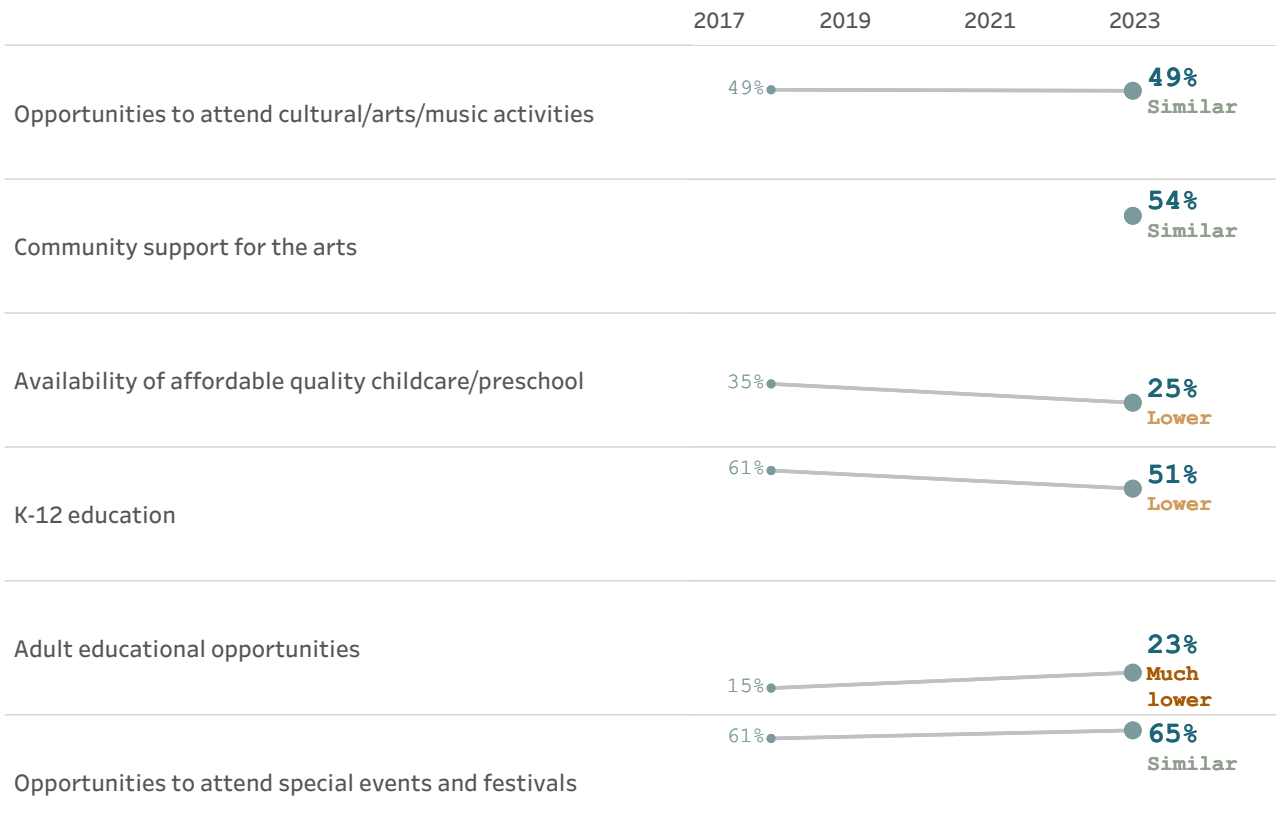
Overall opportunities for education, culture and the arts, 2023



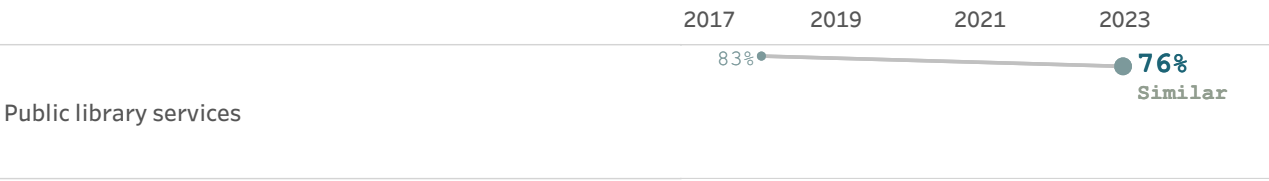
Please rate each of the following characteristics as they relate to Mariposa County as a whole.
(% excellent or good)



Please also rate each of the following in the Mariposa County community.
(% excellent or good)



Please rate the quality of each of the following services in Mariposa County.
(% excellent or good)

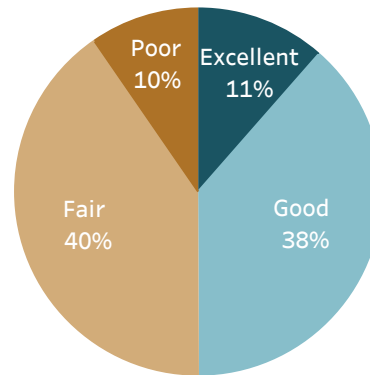


* Comparison to the national benchmark is shown. If no comparison is available, this is left blank.

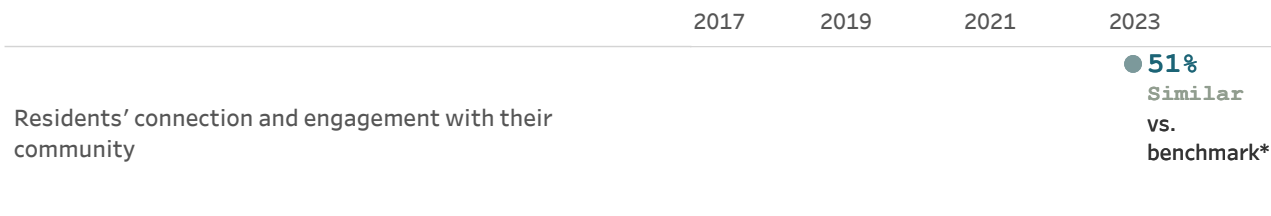
Residents' connection and engagement with their community, 2023

Inclusivity and engagement

Inclusivity refers to a cultural and environmental feeling of belonging; residents who feel invited to participate within their communities feel more included, involved, and engaged than those who do not.



Please rate each of the following characteristics as they relate to Mariposa County as a whole.
(% excellent or good)

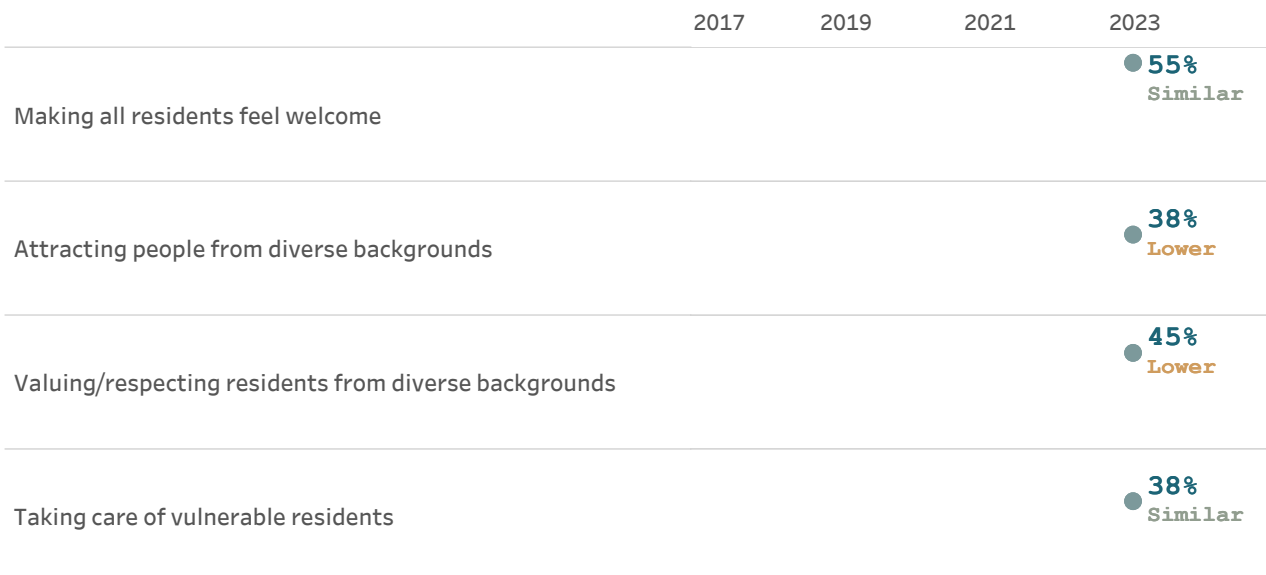


Please rate each of the following aspects of quality of life in Mariposa County.
(% excellent or good)



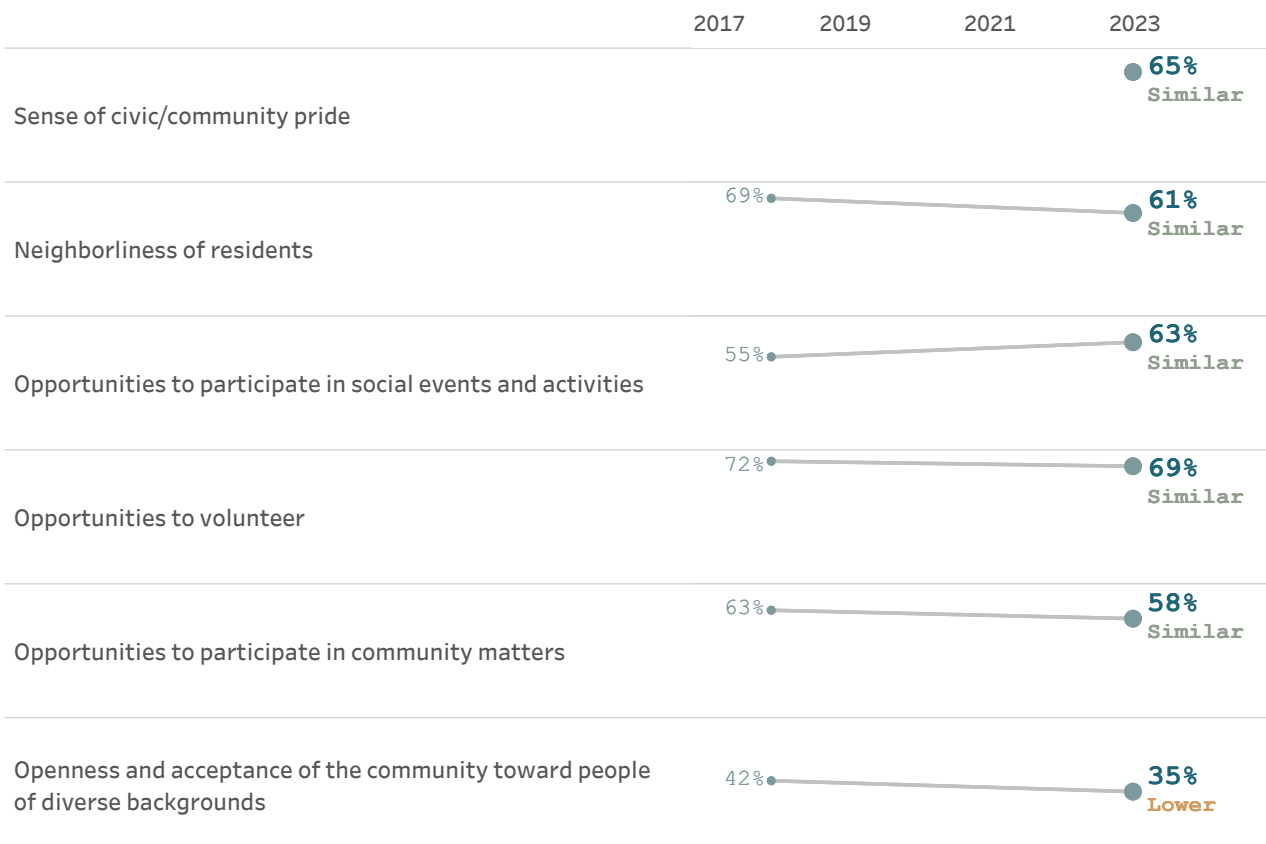
Please rate the job you feel the Mariposa County community does at each of the following.

(% excellent or good)



Please also rate each of the following in the Mariposa County community.

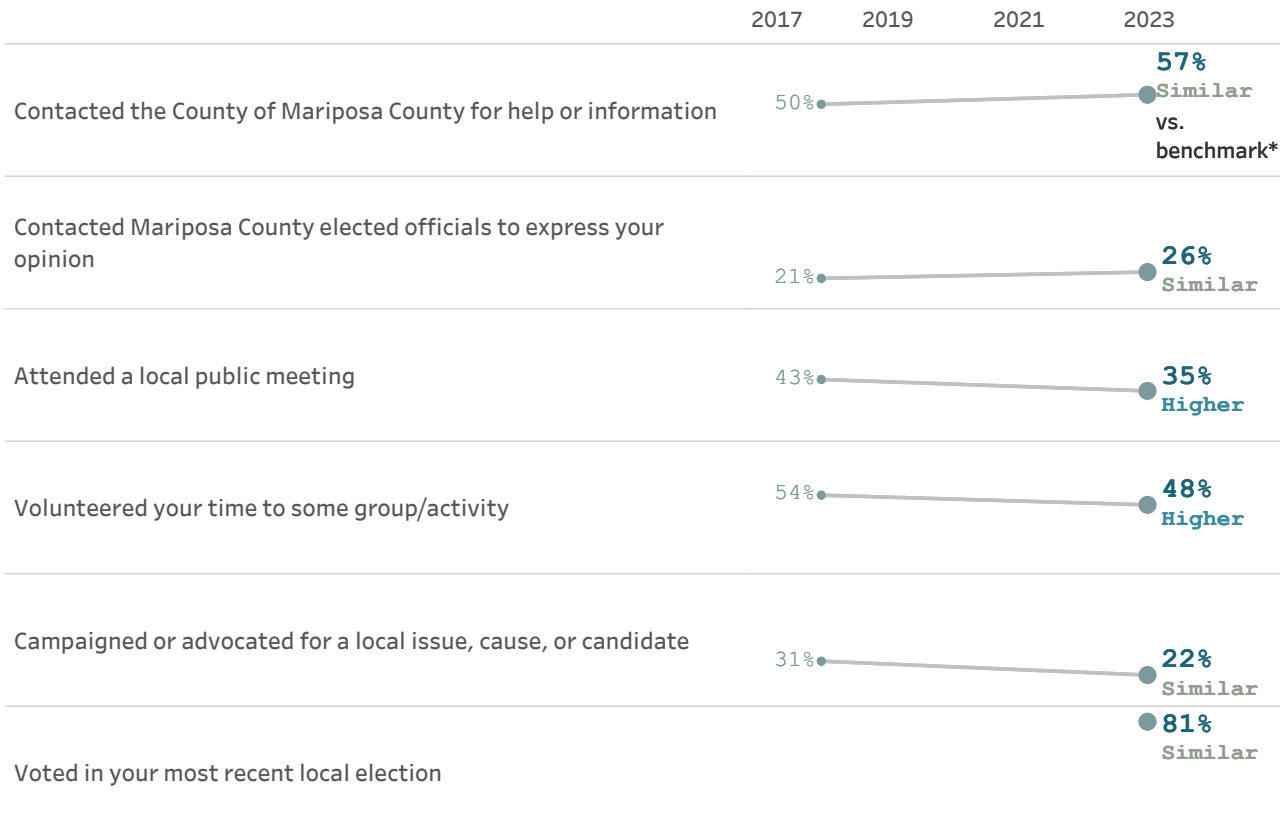
(% excellent or good)



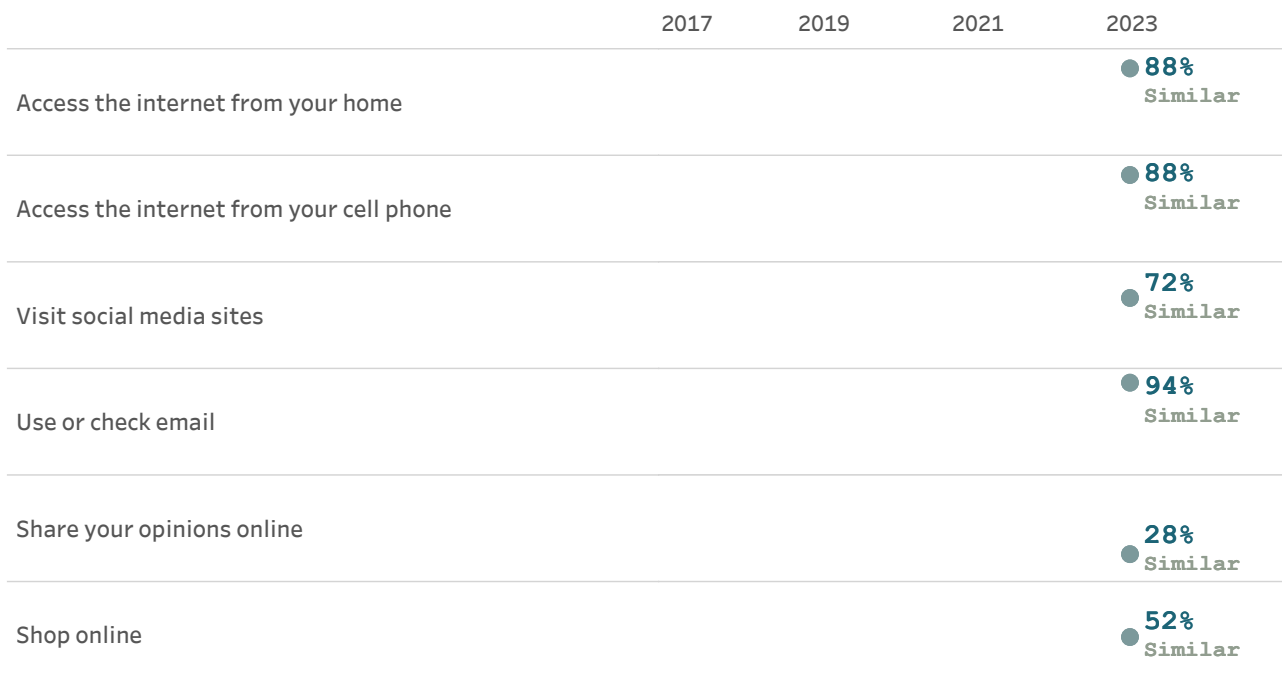
* Comparison to the national benchmark is shown. If no comparison is available, this is left blank.

Residents' participation levels

Please indicate whether or not you have done each of the following in the last 12 months.
(% yes)



In general, how many times do you:
(% a few times a week or more)

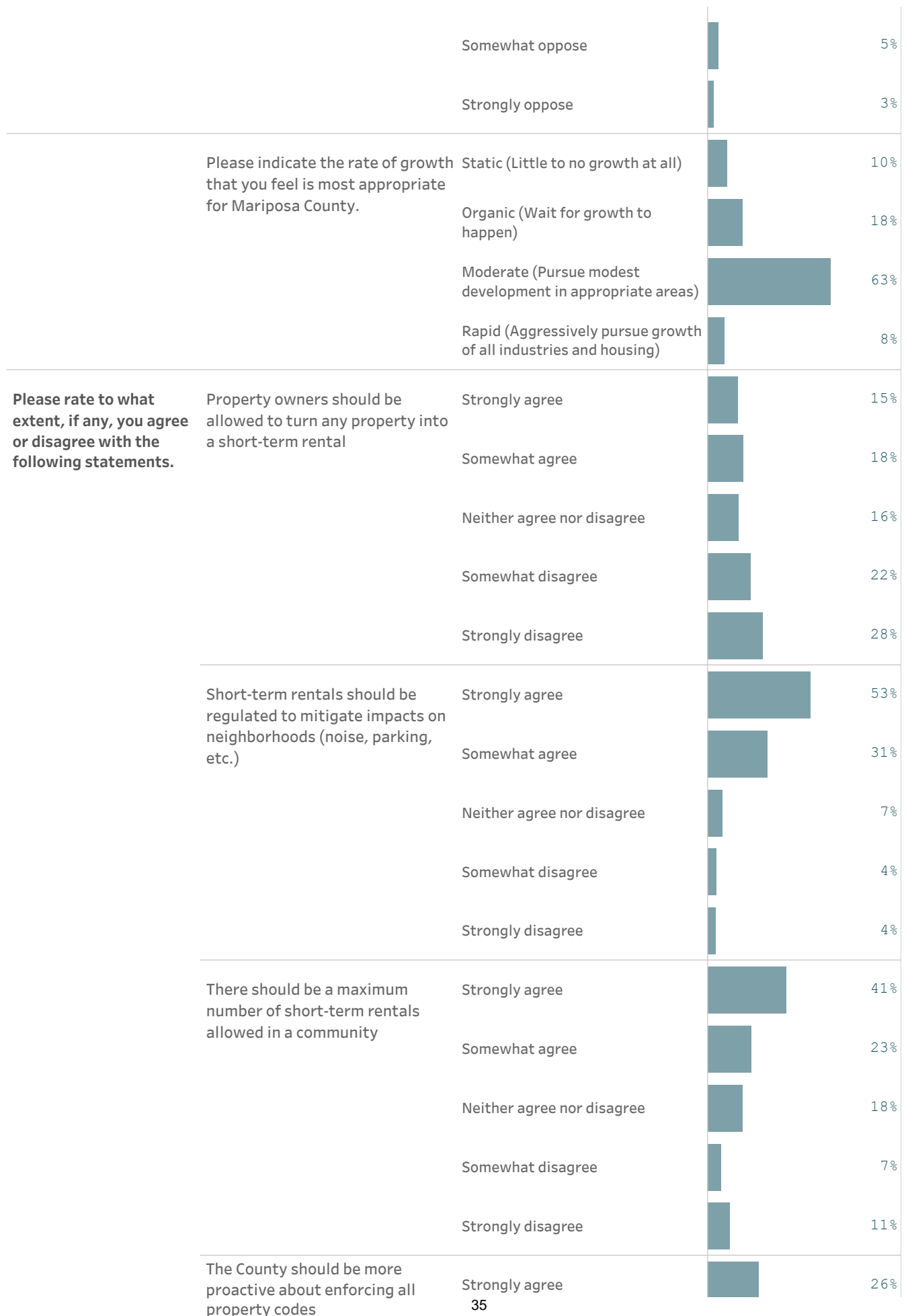


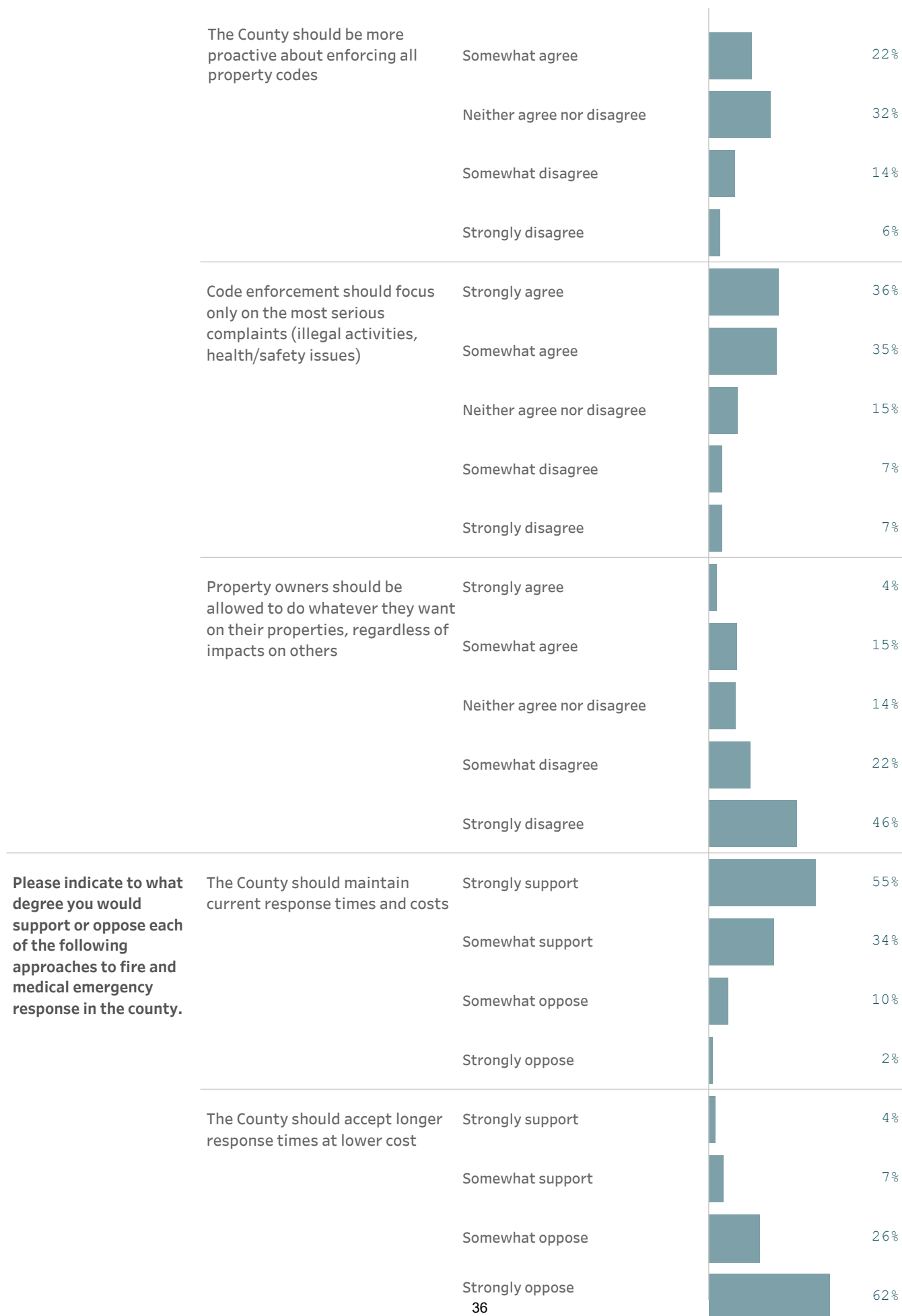
* Comparison to the national benchmark is shown. If no comparison is available, this is left blank.

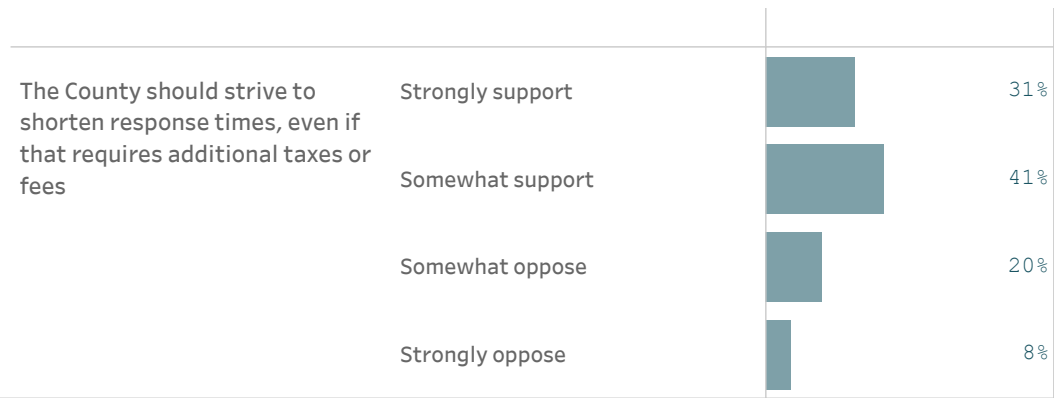
Custom questions

Below are the complete set of responses to each custom question on the survey. By default, “don’t know” responses are excluded, but may be added to the table using the response filter below.

Please indicate to what degree you would support or oppose each of the following types of development efforts in the county.	Recreation facilities and amenities (recreation centers, trails, parks, pools, splash pads, etc.)	Strongly support		48%
		Somewhat support		46%
		Somewhat oppose		4%
		Strongly oppose		1%
	Visitor services and amenities (visitor services, hotels, attractions, etc.)	Strongly support		26%
		Somewhat support		54%
		Somewhat oppose		13%
		Strongly oppose		8%
	Commercial businesses (retail and grocery stores, restaurants, etc.)	Strongly support		49%
		Somewhat support		43%
		Somewhat oppose		8%
		Strongly oppose		1%
	Light industrial businesses (call centers, warehouses, etc.)	Strongly support		25%
		Somewhat support		41%
		Somewhat oppose		23%
		Strongly oppose		10%
	Housing (single-family homes, multi-family apartments, small home parks)	Strongly support		58%
		Somewhat support		34%







National benchmark tables

This table contains the comparisons of Mariposa County's results to those from other communities. The first column shows the comparison of Mariposa County's rating to the benchmark. Mariposa County's results are noted as being "higher", "lower" or "similar" to the benchmark, meaning that the average rating given by Mariposa County residents is statistically similar to or different than the benchmark. The second column is Mariposa County's "percent positive." Most commonly, the percent positive is the combination of the top two most positive response options (i.e., excellent/good). The third column is the rank assigned to Mariposa County's rating among communities where a similar question was asked. The fourth column is the number of communities that asked a similar question. The fifth column shows the percentile for Mariposa County's result -- that is what percent of surveyed communities had a lower rating than Mariposa County.

			% positive	Rank	Number of communities	Percentile
Please rate each of the following aspects of quality of life in Mariposa County.	Mariposa County as a place to live	Similar	79%	243	347	30
	Your neighborhood as a place to live	Similar	78%	221	309	28
	Mariposa County as a place to raise children	Similar	75%	234	351	33
	Mariposa County as a place to work	Lower	34%	324	343	5
	Mariposa County as a place to visit	Much higher	89%	33	307	89
	Mariposa County as a place to retire	Similar	65%	182	348	47
	The overall quality of life	Similar	74%	260	365	29
	Sense of community	Similar	72%	61	316	81
Please rate each of the following characteristics as they relate to Mariposa County as a whole.	Overall economic health	Much lower	27%	291	301	3
	Overall quality of the transportation system	Much lower	23%	236	239	1
	Overall design or layout of residential and commercial areas	Lower	38%	276	294	6
	Overall quality of the utility infrastructure	Much lower	27%	229	230	0
	Overall feeling of safety	Similar	73%	215	336	36
	Overall quality of natural environment	Similar	85%	94	303	69
	Overall quality of parks and recreation opportunities	Similar	68%	177	236	25
	Overall health and wellness opportunities	Much lower	37%	290	296	2
	Overall opportunities for education, culture, and the arts	Lower	37%	267	298	10
	Residents' connection and engagement with their community	Similar	51%	135	233	42

Please indicate how likely or unlikely you are to do each of the following.	Recommend living in Mariposa County to someone who asks	Lower	72%	245	301	18
	Remain in Mariposa County for the next five years	Similar	81%	194	299	35
Please rate how safe or unsafe you feel:	In your neighborhood during the day	Similar	91%	217	318	32
	In Mariposa County's downtown/commercial area during the day	Similar	93%	123	308	60
	From property crime	Similar	77%	112	241	53
	From violent crime	Similar	83%	123	241	49
	From fire, flood, or other natural disaster	Much lower	33%	231	231	0
Please rate the job you feel the Mariposa County community does at each of the following.	Making all residents feel welcome	Similar	55%	208	238	13
	Attracting people from diverse backgrounds	Lower	38%	216	235	8
	Valuing/respecting residents from diverse backgrounds	Lower	45%	227	236	4
	Taking care of vulnerable residents	Similar	38%	181	232	22
Please rate each of the following in the Mariposa County community.	Overall quality of business and service establishments	Lower	51%	268	303	11
	Variety of business and service establishments	Lower	33%	211	233	9
	Vibrancy of downtown/commercial area	Similar	46%	155	283	45
	Employment opportunities	Much lower	15%	306	314	2
	Shopping opportunities	Much lower	18%	278	305	9
	Cost of living	Similar	24%	229	294	22
	Overall image or reputation	Similar	57%	254	342	26
Please also rate each of the following in the Mariposa County community.	Traffic flow on major streets	Higher	65%	62	317	80
	Ease of public parking	Similar	44%	217	281	23
	Ease of travel by car	Similar	74%	155	311	50
	Ease of travel by public transportation	Lower	15%	226	284	20
	Ease of travel by bicycle	Much lower	23%	295	311	5
	Ease of walking	Lower	41%	268	314	14
	Well-planned residential growth	Lower	19%	223	234	5
	Well-planned commercial growth	Much lower	16%	231	234	1

Please also rate each of the following in the Mariposa County community.

Well-designed neighborhoods	Much lower	25%	230	232	1
Preservation of the historical or cultural character of the community	Similar	68%	58	231	75
Public places where people want to spend time	Lower	43%	232	289	20
Variety of housing options	Much lower	9%	299	301	0
Availability of affordable quality housing	Lower	10%	296	322	8
Overall quality of new development	Much lower	13%	311	311	0
Overall appearance	Similar	64%	219	321	32
Cleanliness	Similar	67%	214	318	33
Water resources	Similar	66%	97	214	55
Air quality	Similar	76%	178	288	38
Availability of paths and walking trails	Lower	52%	254	314	19
Fitness opportunities	Lower	57%	241	291	17
Recreational opportunities	Similar	73%	151	308	51
Availability of affordable quality food	Lower	34%	275	285	3
Availability of affordable quality health care	Much lower	14%	293	294	0
Availability of preventive health services	Much lower	15%	281	281	0
Availability of affordable quality mental health care	Much lower	15%	279	284	2
Opportunities to attend cultural/arts/music activities	Similar	49%	194	304	36
Community support for the arts	Similar	54%	137	231	41
Availability of affordable quality childcare/preschool	Lower	25%	267	294	9
K-12 education	Lower	51%	231	297	22
Adult educational opportunities	Much lower	23%	273	289	5
Sense of civic/community pride	Similar	65%	92	232	60
Neighborliness of residents	Similar	61%	151	290	48
Opportunities to participate in social events and activities	Similar	63%	149	299	50
Opportunities to attend special events and festivals	Similar	65%	145	293	50

Please also rate each of the following in the Mariposa County community.	Opportunities to volunteer	Similar	69%	130	294	56
	Opportunities to participate in community matters	Similar	58%	154	295	48
	Openness and acceptance of the community toward people of diverse backgrounds	Lower	35%	301	312	3
Please indicate whether or not you have done each of the following in the last 12 months.	Contacted the County of Mariposa County for help or information	Similar	57%	47	317	85
	Contacted Mariposa County elected officials to express your opinion	Similar	26%	21	287	93
	Attended a local public meeting	Higher	35%	10	291	96
	Volunteered your time to some group/activity	Higher	48%	28	294	90
	Campaigned or advocated for a local issue, cause, or candidate	Similar	22%	76	284	73
	Voted in your most recent local election	Similar	81%	75	231	67
	Used public transportation instead of driving	Similar	13%	151	270	44
	Carpooled with other adults or children instead of driving alone	Similar	45%	116	286	59
	Walked or biked instead of driving	Much lower	36%	266	288	7
Please rate the quality of each of the following services in Mariposa County.	Public information services	Similar	54%	247	303	18
	Economic development	Much lower	22%	288	298	3
	Traffic enforcement	Similar	50%	236	336	30
	Traffic signal timing	Similar	55%	144	294	51
	Street repair	Much lower	20%	314	336	6
	Street cleaning	Much lower	34%	293	304	3
	Street lighting	Lower	40%	305	325	6
	Snow removal	Similar	57%	162	251	35
	Sidewalk maintenance	Similar	43%	247	304	19
	Bus or transit services	Lower	28%	207	275	25
	Land use, planning and zoning	Lower	26%	265	306	13
	Code enforcement	Lower	22%	307	329	6
	Affordable high-speed internet access	Much lower	19%	224	228	2
	Garbage collection	Much lower	34%	315	315	0

Please rate the quality of each of the following services in Mariposa County.	Drinking water	Lower	57%	247	300	18
	Sewer services	Lower	53%	296	298	1
	Storm water management	Lower	42%	301	310	3
	Power (electric and/or gas) utility	Much lower	36%	256	256	0
	Utility billing	Much lower	34%	275	278	1
	Police/Sheriff services	Similar	72%	238	358	33
	Crime prevention	Similar	65%	191	335	43
	Animal control	Similar	61%	224	311	28
	Ambulance or emergency medical services	Lower	64%	296	305	3
	Fire services	Similar	81%	289	325	11
	Fire prevention and education	Similar	71%	196	299	34
	Emergency preparedness	Similar	64%	151	301	50
	Preservation of natural areas	Similar	70%	91	288	68
	Mariposa County open space	Similar	68%	116	285	59
	Recycling	Lower	50%	280	318	12
	Yard waste pick-up	Much lower	25%	278	281	1
	County parks	Lower	59%	289	314	8
	Recreation programs or classes	Lower	45%	287	309	7
	Recreation centers or facilities	Much lower	38%	285	297	4
	Health services	Much lower	23%	274	275	0
	Public library services	Similar	76%	265	310	14
	Overall customer service by Mariposa County employees	Similar	69%	267	344	22
Please rate the following categories of Mariposa County government performance.	The value of services for the taxes paid to Mariposa County	Lower	31%	318	349	9
	The overall direction that Mariposa County is taking	Lower	32%	303	328	7
	The job Mariposa County government does at welcoming resident involvement	Lower	36%	285	325	12
	Overall confidence in Mariposa County government	Lower	30%	275	297	7

Please rate the following categories of Mariposa County government performance.	Generally acting in the best interest of the community	Lower	35%	275	301	8
	Being honest	Lower	36%	256	292	12
	Being open and transparent to the public	Lower	31%	219	238	8
	Informing residents about issues facing the community	Lower	33%	211	243	13
	Treating all residents fairly	Lower	35%	276	298	7
	Treating residents with respect	Lower	44%	212	234	9
Overall, how would you rate the quality of the services provided by each of the following?	The County of Mariposa County	Lower	42%	330	344	4
	The Federal Government	Similar	29%	245	284	14
Please rate how important, if at all, you think it is for the Mariposa County community to focus on each of the following in the coming two years.	Overall economic health	Similar	89%	221	277	20
	Overall quality of the transportation system	Similar	61%	212	230	8
	Overall design or layout of residential and commercial areas	Lower	60%	265	278	4
	Overall quality of the utility infrastructure	Similar	85%	163	229	29
	Overall feeling of safety	Lower	79%	266	278	4
	Overall quality of natural environment	Similar	80%	192	278	31
	Overall quality of parks and recreation opportunities	Similar	73%	199	231	14
	Overall health and wellness opportunities	Similar	83%	34	278	88
	Overall opportunities for education, culture, and the arts	Similar	71%	181	277	34
	Residents' connection and engagement with their community	Similar	66%	189	277	31
In general, how many times do you:	Access the internet from your home	Similar	88%	204	229	11
	Access the internet from your cell phone	Similar	88%	212	231	8
	Visit social media sites	Similar	72%	211	230	8
	Use or check email	Similar	94%	200	231	13
	Share your opinions online	Similar	28%	129	231	44
	Shop online	Similar	52%	146	230	36
	Please rate your overall health.	Similar	61%	216	284	24
	What impact, if any, do you think the economy will have on your family income in the next 6 months? Do you think the impact will be:	Similar	15%	232	286	19

Custom benchmark tables

This table contains the comparisons of Mariposa County's results to those from communities similar in size and median income. The first column shows Mariposa County's rating compared to the benchmark: results are noted as "higher" or "lower" if the average rating given by Mariposa County residents is at least 10 points above or below the benchmark, and "similar" if it is within 10 points. The second column shows Mariposa County's "percent positive", which is the combination of the most positive response options (e.g., excellent/good). The third column shows Mariposa County's ranking in comparison to other communities where a similar question was asked, and the fourth column shows the number of communities that asked that question. The fifth column shows the percentile for Mariposa County's result (the percent of communities that had a lower rating).

			% positive	Rank	Number of communities	Percentile
Please rate each of the following aspects of quality of life in Mariposa County.	Mariposa County as a place to live	Similar	79%	7	21	71
	Your neighborhood as a place to live	Similar	78%	8	21	66
	Mariposa County as a place to raise children	Similar	75%	7	21	71
	Mariposa County as a place to work	Lower	34%	18	21	19
	Mariposa County as a place to visit	Much higher	89%	3	21	90
	Mariposa County as a place to retire	Similar	65%	9	21	61
	The overall quality of life	Similar	74%	10	23	60
	Sense of community	Higher	72%	2	21	95
Please rate each of the following characteristics as they relate to Mariposa County as a whole.	Overall economic health	Lower	27%	18	21	19
	Overall quality of the transportation system	Lower	23%	15	15	6
	Overall design or layout of residential and commercial areas	Similar	38%	21	21	4
	Overall quality of the utility infrastructure	Much lower	27%	15	15	6
	Overall feeling of safety	Similar	73%	9	22	63
	Overall quality of natural environment	Similar	85%	4	21	85
	Overall quality of parks and recreation opportunities	Similar	68%	11	16	37
	Overall health and wellness opportunities	Lower	37%	21	21	4
	Overall opportunities for education, culture, and the arts	Lower	37%	18	21	19
	Residents' connection and engagement with their community	Similar	51%	5	15	73
Please indicate how likely or unlikely you are to do each of the following.	Recommend living in Mariposa County to someone who asks	Similar	72%	12	21	47
	Remain in Mariposa County for the next five years	Similar	81%	12	21	47

Please rate how safe or unsafe you feel:	In your neighborhood during the day	Similar	91%	9	22	63
	In Mariposa County's downtown/commercial area during the day	Similar	93%	7	21	71
	From property crime	Similar	77%	6	15	66
	From violent crime	Similar	83%	6	15	66
	From fire, flood, or other natural disaster	Much lower	33%	15	15	6
Please rate the job you feel the Mariposa County community does at each of the following.	Making all residents feel welcome	Similar	55%	9	15	46
	Attracting people from diverse backgrounds	Similar	38%	13	15	20
	Valuing/respecting residents from diverse backgrounds	Similar	45%	14	15	13
	Taking care of vulnerable residents	Similar	38%	9	15	46
Please rate each of the following in the Mariposa County community.	Overall quality of business and service establishments	Similar	51%	12	21	47
	Variety of business and service establishments	Similar	33%	11	15	33
	Vibrancy of downtown/commercial area	Similar	46%	7	21	71
	Employment opportunities	Lower	15%	19	21	14
	Shopping opportunities	Similar	18%	14	21	38
	Cost of living	Similar	24%	17	21	23
	Overall image or reputation	Similar	57%	10	21	57
Please also rate each of the following in the Mariposa County community.	Traffic flow on major streets	Similar	65%	8	21	66
	Ease of public parking	Similar	44%	16	21	28
	Ease of travel by car	Similar	74%	14	21	38
	Ease of travel by public transportation	Similar	15%	15	19	26
	Ease of travel by bicycle	Lower	23%	21	21	4
	Ease of walking	Lower	41%	19	21	14
	Well-planned residential growth	Lower	19%	14	15	13
	Well-planned commercial growth	Lower	16%	15	15	6
	Well-designed neighborhoods	Lower	25%	15	15	6
	Preservation of the historical or cultural character of the community	Similar	68%	3	15	86
	Public places where people want to spend time	Similar	43%	14	21	38
	Variety of housing options	Much lower	9%	21	21	4

Please also rate each of the following in the Mariposa County community.	Availability of affordable quality housing	Lower	10%	18	21	19
	Overall quality of new development	Lower	13%	22	22	4
	Overall appearance	Similar	64%	10	22	59
	Cleanliness	Similar	67%	9	21	61
	Water resources	Similar	66%	7	12	50
	Air quality	Similar	76%	13	19	36
	Availability of paths and walking trails	Similar	52%	16	22	31
	Fitness opportunities	Similar	57%	16	21	28
	Recreational opportunities	Similar	73%	5	20	80
	Availability of affordable quality food	Lower	34%	20	21	9
	Availability of affordable quality health care	Much lower	14%	20	21	9
	Availability of preventive health services	Much lower	15%	21	21	4
	Availability of affordable quality mental health care	Lower	15%	19	21	14
	Opportunities to attend cultural/arts/music activities	Similar	49%	12	21	47
	Community support for the arts	Similar	54%	8	15	53
	Availability of affordable quality childcare/preschool	Similar	25%	16	21	28
	K-12 education	Similar	51%	13	21	42
	Adult educational opportunities	Lower	23%	20	21	9
	Sense of civic/community pride	Higher	65%	3	15	86
	Neighborliness of residents	Similar	61%	6	21	76
	Opportunities to participate in social events and activities	Similar	63%	7	21	71
	Opportunities to attend special events and festivals	Similar	65%	6	21	76
	Opportunities to volunteer	Similar	69%	7	21	71
	Opportunities to participate in community matters	Similar	58%	5	21	80
	Openness and acceptance of the community toward people of diverse backgrounds	Similar	35%	19	21	14
Please indicate whether or not you have done each of the following in the last 12 months.	Contacted the County of Mariposa County for help or information	Similar	57%	4	21	85
	Contacted Mariposa County elected officials to express your opinion	Similar	26%	3	21	90
	Attended a local public meeting	Higher	35%	3	21	90

Please indicate whether or not you have done each of the following in the last 12 months.	Volunteered your time to some group/activity	Similar	48%	6	21	76
	Campaigned or advocated for a local issue, cause, or candidate	Similar	22%	11	21	52
	Voted in your most recent local election	Similar	81%	3	15	86
	Used public transportation instead of driving	Similar	13%	8	18	61
	Carpooled with other adults or children instead of driving alone	Similar	45%	6	21	76
	Walked or biked instead of driving	Much lower	36%	20	21	9
Please rate the quality of each of the following services in Mariposa County.	Public information services	Similar	54%	12	22	50
	Economic development	Lower	22%	17	21	23
	Traffic enforcement	Similar	50%	15	23	39
	Traffic signal timing	Similar	55%	10	21	57
	Street repair	Lower	20%	20	23	17
	Street cleaning	Lower	34%	19	21	14
	Street lighting	Lower	40%	22	23	8
	Snow removal	Similar	57%	12	21	47
	Sidewalk maintenance	Similar	43%	12	21	47
	Bus or transit services	Similar	28%	12	18	38
	Land use, planning and zoning	Similar	26%	14	21	38
	Code enforcement	Similar	22%	19	22	18
	Affordable high-speed internet access	Much lower	19%	15	15	6
	Garbage collection	Much lower	34%	21	21	4
	Drinking water	Similar	57%	16	21	28
	Sewer services	Lower	53%	21	21	4
	Storm water management	Lower	42%	20	21	9
	Power (electric and/or gas) utility	Much lower	36%	20	20	5
	Utility billing	Lower	34%	21	21	4
	Police/Sheriff services	Similar	72%	12	23	52
	Crime prevention	Similar	65%	9	22	63
	Animal control	Similar	61%	12	22	50

Please rate the quality of each of the following services in Mariposa County.	Ambulance or emergency medical services	Lower	64%	19	21	14
	Fire services	Similar	81%	19	22	18
	Fire prevention and education	Similar	71%	9	21	61
	Emergency preparedness	Similar	64%	4	21	85
	Preservation of natural areas	Similar	70%	2	21	95
	Mariposa County open space	Similar	68%	2	20	95
	Recycling	Similar	50%	16	21	28
	Yard waste pick-up	Much lower	25%	19	19	5
	County parks	Lower	59%	21	22	9
	Recreation programs or classes	Similar	45%	19	21	14
	Recreation centers or facilities	Lower	38%	20	21	9
	Health services	Lower	23%	19	20	10
	Public library services	Similar	76%	21	22	9
	Overall customer service by Mariposa County employees	Similar	69%	16	23	34
Please rate the following categories of Mariposa County government performance.	The value of services for the taxes paid to Mariposa County	Similar	31%	20	24	20
	The overall direction that Mariposa County is taking	Similar	32%	17	22	27
	The job Mariposa County government does at welcoming resident involvement	Similar	36%	18	22	22
	Overall confidence in Mariposa County government	Similar	30%	19	22	18
	Generally acting in the best interest of the community	Similar	35%	20	22	13
	Being honest	Similar	36%	17	22	27
	Being open and transparent to the public	Lower	31%	14	16	18
	Informing residents about issues facing the community	Similar	33%	13	16	25
	Treating all residents fairly	Similar	35%	18	22	22
	Treating residents with respect	Similar	44%	14	16	18
Overall, how would you rate the quality of the services provided by each of the following? Please rate how important, if at all, you think it is for the Mariposa County community to focus on each of the following in the coming two years.	The County of Mariposa County	Lower	42%	21	22	9
	The Federal Government	Similar	29%	15	20	30
	Overall economic health	Similar	89%	17	21	23
	Overall quality of the transportation system	Similar	61%	14	15	13

Please rate how important, if at all, you think it is for the Mariposa County community to focus on each of the following in the coming two years.	Overall design or layout of residential and commercial areas	Similar	60%	18	21	19
	Overall quality of the utility infrastructure	Similar	85%	9	15	46
	Overall feeling of safety	Similar	79%	20	21	9
	Overall quality of natural environment	Similar	80%	9	21	61
	Overall quality of parks and recreation opportunities	Similar	73%	12	15	26
	Overall health and wellness opportunities	Similar	83%	9	21	61
	Overall opportunities for education, culture, and the arts	Similar	71%	17	21	23
	Residents' connection and engagement with their community	Similar	66%	20	21	9
In general, how many times do you:	Access the internet from your home	Similar	88%	11	15	33
	Access the internet from your cell phone	Similar	88%	12	15	26
	Visit social media sites	Similar	72%	12	15	26
	Use or check email	Similar	94%	9	15	46
	Share your opinions online	Similar	28%	12	15	26
	Shop online	Similar	52%	5	15	73
	Please rate your overall health.	Similar	61%	7	21	71
	What impact, if any, do you think the economy will have on your family income in the next 6 months? Do you think the impact will be:	Similar	15%	16	21	28

Complete set of frequencies

This dashboard contains a complete set of responses to each question on the survey. By default, "don't know" responses are excluded, but may be added to the table using the response filter to the right. In some tables, the percentages may not sum to 100%; this is either because the question permitted the respondent to "choose all that apply", or for a question that asked the respondent to select one answer, it is due to the customary practice of rounding values to the nearest whole number.

Please rate each of the following aspects of quality of life in Mariposa County.	Mariposa County as a place to live	Excellent		30% N=161
		Good		50% N=270
		Fair		16% N=86
		Poor		5% N=25
	Your neighborhood as a place to live	Excellent		35% N=188
		Good		43% N=234
		Fair		17% N=94
		Poor		5% N=28
	Mariposa County as a place to raise children	Excellent		30% N=138
		Good		45% N=210
		Fair		18% N=83
		Poor		7% N=35
	Mariposa County as a place to work	Excellent		9% N=44
		Good		25% N=117
		Fair		38% N=179
		Poor		28% N=133
	Mariposa County as a place to visit	Excellent		49% N=259
		Good		40% N=210
		Fair		10% N=55
		Poor		1% N=5
	Mariposa County as a place to retire	Excellent		29% N=146
		Good		35% N=178
		Fair		22% N=113
		Poor		13% N=67
	The overall quality of life	Excellent		21% N=115
		Good		52% N=281

Please rate each of the following aspects of quality of life in Mariposa County.	The overall quality of life	Fair		19% N=104
		Poor		7% N=37
	Sense of community	Excellent		29% N=154
		Good		43% N=227
		Fair		19% N=99
		Poor		9% N=48
Please rate each of the following characteristics as they relate to Mariposa County as a whole.	Overall economic health	Excellent		3% N=13
		Good		24% N=120
		Fair		44% N=221
		Poor		30% N=150
	Overall quality of the transportation system	Excellent		3% N=14
		Good		20% N=102
		Fair		34% N=173
		Poor		44% N=222
	Overall design or layout of residential and commercial areas	Excellent		5% N=28
		Good		33% N=172
		Fair		44% N=231
		Poor		18% N=95
	Overall quality of the utility infrastructure	Excellent		3% N=16
		Good		24% N=120
		Fair		41% N=209
		Poor		32% N=163
	Overall feeling of safety	Excellent		22% N=119
		Good		51% N=275
		Fair		20% N=111
		Poor		7% N=36
	Overall quality of natural environment	Excellent		39% N=207
		Good		46% N=243

Please rate each of the following characteristics as they relate to Mariposa County as a whole.	Overall quality of natural environment	Fair		11% N=61
		Poor		4% N=23
	Overall quality of parks and recreation opportunities	Excellent		25% N=134
		Good		43% N=227
		Fair		20% N=105
		Poor		12% N=61
	Overall health and wellness opportunities	Excellent		6% N=33
		Good		30% N=156
		Fair		38% N=194
		Poor		26% N=133
	Overall opportunities for education, culture, and the arts	Excellent		5% N=27
		Good		32% N=159
		Fair		39% N=199
		Poor		24% N=119
	Residents' connection and engagement with their community	Excellent		11% N=59
		Good		38% N=199
		Fair		40% N=209
		Poor		10% N=50
Please indicate how likely or unlikely you are to do each of the following.	Recommend living in Mariposa County to someone who asks	Very likely		27% N=144
		Somewhat likely		45% N=241
		Somewhat unlikely		15% N=82
		Very unlikely		12% N=64
	Remain in Mariposa County for the next five years	Very likely		58% N=310
		Somewhat likely		23% N=121
		Somewhat unlikely		8% N=45
		Very unlikely		10% N=54
Please rate how safe or unsafe you feel:	In your neighborhood during the day	Very safe		68% N=371
		Somewhat safe		22% N=121

Please rate how safe or unsafe you feel:	In your neighborhood during the day	Neither safe nor unsafe		4% N=20
		Somewhat unsafe		3% N=18
		Very unsafe		2% N=12
	In Mariposa County's downtown/commercial area during the day	Very safe		67% N=343
		Somewhat safe		26% N=132
		Neither safe nor unsafe		4% N=19
		Somewhat unsafe		2% N=10
		Very unsafe		1% N=7
	From property crime	Very safe		36% N=194
		Somewhat safe		41% N=219
		Neither safe nor unsafe		11% N=61
		Somewhat unsafe		9% N=48
		Very unsafe		3% N=19
	From violent crime	Very safe		55% N=296
		Somewhat safe		28% N=150
		Neither safe nor unsafe		10% N=52
		Somewhat unsafe		4% N=23
		Very unsafe		3% N=18
	From fire, flood, or other natural disaster	Very safe		6% N=35
		Somewhat safe		26% N=142
		Neither safe nor unsafe		13% N=70
		Somewhat unsafe		31% N=166
		Very unsafe		24% N=129
Please rate the job you feel the Mariposa County community does at each of the following.	Making all residents feel welcome	Excellent		12% N=61
		Good		44% N=226
		Fair		31% N=159
		Poor		14% N=72
	Attracting people from diverse backgrounds	Excellent		7% N=34

Please rate the job you feel the Mariposa County community does at each of the following.	Attracting people from diverse backgrounds	Good		31% N=144
		Fair		31% N=148
		Poor		31% N=146
	Valuing/respecting residents from diverse backgrounds	Excellent		10% N=46
		Good		35% N=167
		Fair		28% N=135
		Poor		27% N=127
	Taking care of vulnerable residents	Excellent		9% N=46
		Good		28% N=136
		Fair		40% N=189
		Poor		23% N=108
Please rate each of the following in the Mariposa County community.	Overall quality of business and service establishments	Excellent		6% N=35
		Good		45% N=239
		Fair		39% N=208
		Poor		10% N=56
	Variety of business and service establishments	Excellent		4% N=21
		Good		29% N=154
		Fair		45% N=238
		Poor		22% N=118
	Vibrancy of downtown/commercial area	Excellent		8% N=39
		Good		39% N=198
		Fair		45% N=227
		Poor		9% N=46
	Employment opportunities	Excellent		1% N=4
		Good		14% N=69
		Fair		38% N=187
		Poor		47% N=228
	Shopping opportunities	Excellent		3% N=15

Please rate each of the following in the Mariposa County community.	Shopping opportunities	Good		16% N=84
		Fair		45% N=245
		Poor		36% N=195
	Cost of living	Excellent		4% N=19
		Good		21% N=111
		Fair		48% N=259
		Poor		28% N=150
	Overall image or reputation	Excellent		10% N=54
		Good		47% N=247
		Fair		33% N=173
		Poor		10% N=50
Please also rate each of the following in the Mariposa County community.	Traffic flow on major streets	Excellent		16% N=84
		Good		50% N=267
		Fair		26% N=139
		Poor		8% N=45
	Ease of public parking	Excellent		10% N=54
		Good		35% N=182
		Fair		34% N=176
		Poor		21% N=113
	Ease of travel by car	Excellent		19% N=104
		Good		55% N=298
		Fair		21% N=117
		Poor		4% N=24
	Ease of travel by public transportation	Excellent		4% N=18
		Good		11% N=44
		Fair		40% N=165
		Poor		45% N=183
	Ease of travel by bicycle	Excellent		5% N=21

Please also rate each of the following in the Mariposa County community.

Ease of travel by bicycle	Good		18% N=70
	Fair		33% N=131
	Poor		44% N=174
Ease of walking	Excellent		11% N=58
	Good		30% N=151
	Fair		41% N=207
	Poor		18% N=94
Well-planned residential growth	Excellent		2% N=9
	Good		18% N=75
	Fair		36% N=155
	Poor		44% N=187
Well-planned commercial growth	Excellent		1% N=6
	Good		15% N=62
	Fair		34% N=142
	Poor		50% N=206
Well-designed neighborhoods	Excellent		3% N=13
	Good		22% N=100
	Fair		41% N=185
	Poor		34% N=151
Preservation of the historical or cultural character of the community	Excellent		22% N=115
	Good		46% N=241
	Fair		27% N=140
	Poor		6% N=29
Public places where people want to spend time	Excellent		10% N=51
	Good		33% N=171
	Fair		39% N=203
	Poor		19% N=97
Variety of housing options	Excellent		0% N=2

Please also rate each of the following in the Mariposa County community.

Variety of housing options	Good		8% N=41
	Fair		25% N=122
	Poor		66% N=328
Availability of affordable quality housing	Excellent		3% N=16
	Good		6% N=31
	Fair		23% N=113
	Poor		67% N=324
Overall quality of new development	Excellent		2% N=9
	Good		11% N=45
	Fair		44% N=187
	Poor		43% N=181
Overall appearance	Excellent		12% N=64
	Good		52% N=278
	Fair		30% N=160
	Poor		6% N=31
Cleanliness	Excellent		15% N=80
	Good		52% N=275
	Fair		27% N=145
	Poor		6% N=31
Water resources	Excellent		17% N=86
	Good		49% N=252
	Fair		27% N=141
	Poor		7% N=37
Air quality	Excellent		25% N=136
	Good		51% N=274
	Fair		19% N=102
	Poor		5% N=25
Availability of paths and walking trails	Excellent		13% N=66

Please also rate each of the following in the Mariposa County community.

Availability of paths and walking trails	Good		39% N=195
	Fair		35% N=174
	Poor		13% N=68
Fitness opportunities	Excellent		13% N=63
	Good		45% N=220
	Fair		29% N=144
	Poor		14% N=68
Recreational opportunities	Excellent		23% N=115
	Good		50% N=251
	Fair		19% N=95
	Poor		8% N=40
Availability of affordable quality food	Excellent		7% N=34
	Good		27% N=145
	Fair		40% N=209
	Poor		27% N=140
Availability of affordable quality health care	Excellent		2% N=10
	Good		12% N=62
	Fair		34% N=175
	Poor		51% N=261
Availability of preventive health services	Excellent		2% N=10
	Good		13% N=63
	Fair		37% N=180
	Poor		48% N=229
Availability of affordable quality mental health care	Excellent		2% N=8
	Good		13% N=48
	Fair		31% N=116
	Poor		54% N=199
Opportunities to attend cultural/arts/music activities	Excellent		9% N=46

Please also rate each of the following in the Mariposa County community.	Opportunities to attend cultural/arts/music activities	Good		40% N=196
		Fair		38% N=187
		Poor		14% N=67
	Community support for the arts	Excellent		12% N=57
		Good		41% N=192
		Fair		35% N=163
		Poor		12% N=55
	Availability of affordable quality childcare/preschool	Excellent		3% N=10
		Good		21% N=65
		Fair		35% N=106
		Poor		40% N=121
	K-12 education	Excellent		11% N=41
		Good		40% N=155
		Fair		34% N=132
		Poor		15% N=57
	Adult educational opportunities	Excellent		3% N=9
		Good		21% N=69
		Fair		38% N=126
		Poor		39% N=130
	Sense of civic/community pride	Excellent		19% N=93
		Good		46% N=219
		Fair		27% N=131
		Poor		8% N=37
	Neighborliness of residents	Excellent		18% N=93
		Good		43% N=216
		Fair		32% N=161
		Poor		7% N=38
	Opportunities to participate in social events and activities	Excellent		14% N=73

Please also rate each of the following in the Mariposa County community.	Opportunities to participate in social events and activities	Good		49% N=250
		Fair		29% N=146
		Poor		8% N=40
	Opportunities to attend special events and festivals	Excellent		18% N=91
		Good		47% N=245
		Fair		29% N=150
		Poor		6% N=30
	Opportunities to volunteer	Excellent		21% N=95
		Good		49% N=225
		Fair		25% N=115
		Poor		6% N=27
	Opportunities to participate in community matters	Excellent		16% N=74
		Good		42% N=203
		Fair		35% N=167
		Poor		7% N=34
	Openness and acceptance of the community toward people of diverse backgrounds	Excellent		7% N=30
		Good		29% N=125
		Fair		37% N=162
		Poor		28% N=121
Please indicate whether or not you have done each of the following in the last 12 months.	Contacted the County of Mariposa County for help or information	No		43% N=233
		Yes		57% N=310
	Contacted Mariposa County elected officials to express your opinion	No		74% N=399
		Yes		26% N=140
	Attended a local public meeting	No		65% N=352
		Yes		35% N=191
	Volunteered your time to some group/activity	No		52% N=283
		Yes		48% N=259
	Campaigned or advocated for a local issue, cause, or candidate	No		78% N=424

Please indicate whether or not you have done each of the following in the last 12 months.	Campaigned or advocated for a local issue, cause, or candidate	Yes		22% N=119
	Voted in your most recent local election	No		19% N=102
		Yes		81% N=439
	Used public transportation instead of driving	No		88% N=475
		Yes		12% N=67
	Carpooled with other adults or children instead of driving alone	No		55% N=297
		Yes		45% N=241
	Walked or biked instead of driving	No		64% N=346
		Yes		36% N=197
Please rate the quality of each of the following services in Mariposa County.	Public information services	Excellent		9% N=43
		Good		45% N=217
		Fair		39% N=188
		Poor		8% N=38
	Economic development	Excellent		2% N=9
		Good		20% N=88
		Fair		46% N=200
		Poor		31% N=136
	Traffic enforcement	Excellent		10% N=45
		Good		41% N=187
		Fair		37% N=167
		Poor		12% N=56
	Traffic signal timing	Excellent		13% N=38
		Good		42% N=123
		Fair		28% N=83
		Poor		17% N=50
	Street repair	Excellent		1% N=7
		Good		19% N=95
		Fair		29% N=148

Please rate the quality of each of the following services in Mariposa County.	Street repair	Poor		51% N=256
	Street cleaning	Excellent		4% N=15
		Good		31% N=136
		Fair		38% N=166
		Poor		28% N=123
	Street lighting	Excellent		6% N=29
		Good		33% N=155
		Fair		37% N=172
		Poor		23% N=107
	Snow removal	Excellent		15% N=69
		Good		41% N=186
		Fair		30% N=137
		Poor		13% N=58
	Sidewalk maintenance	Excellent		5% N=21
		Good		39% N=161
		Fair		36% N=149
		Poor		21% N=88
	Bus or transit services	Excellent		5% N=17
		Good		23% N=84
		Fair		37% N=135
		Poor		34% N=125
	Land use, planning and zoning	Excellent		3% N=10
		Good		23% N=87
		Fair		48% N=184
		Poor		26% N=101
	Code enforcement	Excellent		4% N=18
		Good		18% N=78
		Fair		35% N=149

Please rate the quality of each of the following services in Mariposa County.	Code enforcement	Poor		43% N=184
	Affordable high-speed internet access	Excellent		3% N=13
		Good		16% N=79
		Fair		30% N=145
		Poor		51% N=246
	Garbage collection	Excellent		5% N=18
		Good		30% N=118
		Fair		33% N=130
		Poor		33% N=132
	Drinking water	Excellent		16% N=72
		Good		41% N=183
		Fair		28% N=124
		Poor		15% N=68
	Sewer services	Excellent		9% N=29
		Good		45% N=152
		Fair		30% N=101
		Poor		17% N=59
	Storm water management	Excellent		5% N=21
		Good		37% N=150
		Fair		37% N=153
		Poor		21% N=86
	Power (electric and/or gas) utility	Excellent		4% N=19
		Good		32% N=162
		Fair		38% N=191
		Poor		27% N=137
	Utility billing	Excellent		4% N=17
		Good		31% N=143
		Fair		45% N=211

Please rate the quality of each of the following services in Mariposa County.	Utility billing	Poor		21% N=98
	Police/Sheriff services	Excellent		31% N=147
		Good		42% N=202
		Fair		21% N=102
		Poor		6% N=30
	Crime prevention	Excellent		22% N=101
		Good		44% N=205
		Fair		28% N=131
		Poor		6% N=30
	Animal control	Excellent		15% N=68
		Good		45% N=201
		Fair		29% N=127
		Poor		11% N=48
	Ambulance or emergency medical services	Excellent		22% N=98
		Good		42% N=183
		Fair		24% N=106
		Poor		11% N=48
	Fire services	Excellent		36% N=183
		Good		45% N=225
		Fair		14% N=70
		Poor		5% N=24
	Fire prevention and education	Excellent		31% N=156
		Good		41% N=208
		Fair		20% N=99
		Poor		9% N=44
	Emergency preparedness	Excellent		24% N=118
		Good		40% N=192
		Fair		25% N=119

Please rate the quality of each of the following services in Mariposa County.	Emergency preparedness	Poor		11% N=53
	Preservation of natural areas	Excellent		22% N=102
		Good		48% N=223
		Fair		21% N=96
		Poor		9% N=41
	Mariposa County open space	Excellent		19% N=80
		Good		49% N=211
		Fair		24% N=103
		Poor		8% N=33
	Recycling	Excellent		12% N=59
		Good		38% N=189
		Fair		30% N=146
		Poor		20% N=99
	Yard waste pick-up	Excellent		3% N=7
		Good		22% N=61
		Fair		31% N=85
		Poor		44% N=119
	County parks	Excellent		11% N=53
		Good		48% N=219
		Fair		33% N=151
		Poor		8% N=38
	Recreation programs or classes	Excellent		4% N=16
		Good		41% N=148
		Fair		37% N=136
		Poor		18% N=64
	Recreation centers or facilities	Excellent		5% N=20
		Good		33% N=132
		Fair		37% N=149

Please rate the quality of each of the following services in Mariposa County.	Recreation centers or facilities	Poor		26% N=103
	Health services	Excellent		4% N=18
		Good		19% N=88
		Fair		41% N=190
		Poor		36% N=164
	Public library services	Excellent		28% N=126
		Good		48% N=216
		Fair		18% N=81
		Poor		7% N=30
	Overall customer service by Mariposa County employees	Excellent		21% N=102
		Good		48% N=230
		Fair		23% N=110
		Poor		8% N=41
Please rate the following categories of Mariposa County government performance.	The value of services for the taxes paid to Mariposa County	Excellent		4% N=18
		Good		27% N=129
		Fair		44% N=208
		Poor		25% N=119
	The overall direction that Mariposa County is taking	Excellent		3% N=15
		Good		29% N=130
		Fair		40% N=180
		Poor		27% N=122
	The job Mariposa County government does at welcoming resident involvement	Excellent		4% N=17
		Good		32% N=136
		Fair		41% N=175
		Poor		23% N=101
	Overall confidence in Mariposa County government	Excellent		2% N=12
		Good		27% N=132
		Fair		40% N=196

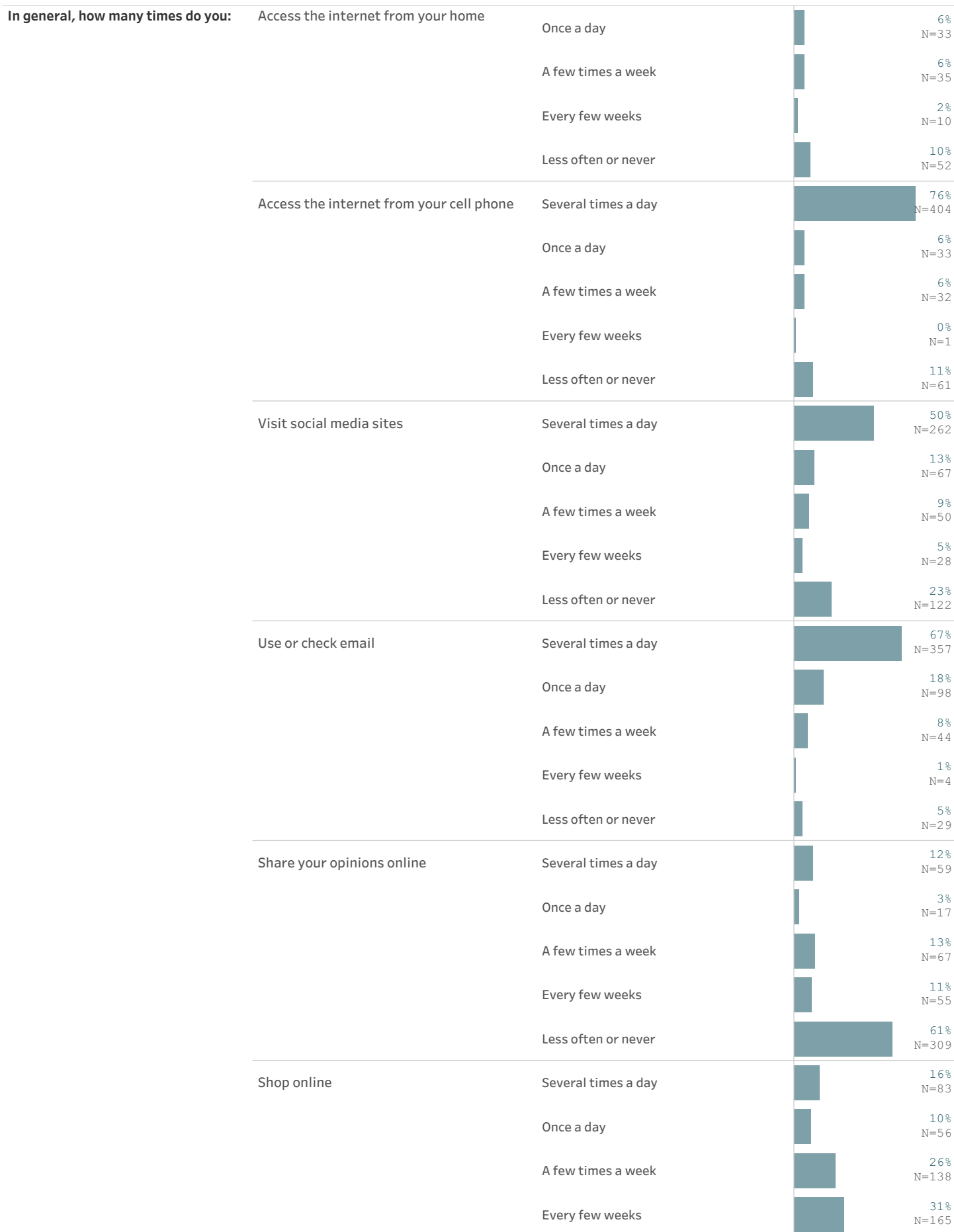
Please rate the following categories of Mariposa County government performance.	Overall confidence in Mariposa County government	Poor		30% N=145
	Generally acting in the best interest of the community	Excellent		5% N=22
		Good		30% N=141
		Fair		38% N=182
		Poor		27% N=128
	Being honest	Excellent		7% N=31
		Good		29% N=126
		Fair		43% N=190
		Poor		21% N=92
	Being open and transparent to the public	Excellent		5% N=22
		Good		26% N=117
		Fair		38% N=173
		Poor		31% N=142
	Informing residents about issues facing the community	Excellent		5% N=25
		Good		28% N=131
		Fair		40% N=187
		Poor		27% N=129
	Treating all residents fairly	Excellent		5% N=24
		Good		30% N=135
		Fair		34% N=155
		Poor		31% N=141
	Treating residents with respect	Excellent		7% N=33
		Good		38% N=178
		Fair		35% N=166
		Poor		20% N=94
Overall, how would you rate the quality of the services provided by each of the following?	The County of Mariposa County	Excellent		6% N=31
		Good		36% N=181
		Fair		41% N=203

Overall, how would you rate the quality of the services provided by each of the following?	The County of Mariposa County	Poor		17% N=82
	The Federal Government	Excellent		5% N=24
		Good		24% N=111
		Fair		37% N=171
		Poor		34% N=158
Please rate how important, if at all, you think it is for the Mariposa County community to focus on each of the following in the coming two years.	Overall economic health	Essential		39% N=209
		Very important		50% N=266
		Somewhat important		11% N=57
		Not at all important		1% N=4
	Overall quality of the transportation system	Essential		22% N=118
		Very important		39% N=208
		Somewhat important		34% N=181
		Not at all important		5% N=25
	Overall design or layout of residential and commercial areas	Essential		19% N=100
		Very important		41% N=222
		Somewhat important		33% N=178
		Not at all important		7% N=36
	Overall quality of the utility infrastructure	Essential		46% N=242
		Very important		39% N=207
		Somewhat important		14% N=73
		Not at all important		1% N=5
	Overall feeling of safety	Essential		36% N=195
		Very important		43% N=229
		Somewhat important		17% N=92
		Not at all important		4% N=19
	Overall quality of natural environment	Essential		36% N=192
		Very important		44% N=239
		Somewhat important		18% N=96

Please rate how important, if at all, you think it is for the Mariposa County community to focus on each of the following in the coming two years.	Overall quality of natural environment	Not at all important		2% N=10
	Overall quality of parks and recreation opportunities	Essential		28% N=152
		Very important		45% N=241
		Somewhat important		24% N=131
		Not at all important		2% N=12
	Overall health and wellness opportunities	Essential		38% N=203
		Very important		45% N=241
		Somewhat important		16% N=84
		Not at all important		1% N=4
	Overall opportunities for education, culture, and the arts	Essential		27% N=143
		Very important		45% N=238
		Somewhat important		26% N=138
		Not at all important		3% N=14
	Residents' connection and engagement with their community	Essential		22% N=118
		Very important		44% N=234
		Somewhat important		32% N=171
		Not at all important		2% N=12
Please indicate to what degree you would support or oppose each of the following types of development efforts in the county.	Recreation facilities and amenities (recreation centers, trails, parks, pools, splash pads, etc.)	Strongly support		48% N=254
		Somewhat support		46% N=243
		Somewhat oppose		4% N=21
		Strongly oppose		1% N=6
	Visitor services and amenities (visitor services, hotels, attractions, etc.)	Strongly support		26% N=133
		Somewhat support		54% N=277
		Somewhat oppose		13% N=66
		Strongly oppose		8% N=39
	Commercial businesses (retail and grocery stores, restaurants, etc.)	Strongly support		49% N=253
		Somewhat support		43% N=223
		Somewhat oppose		8% N=40

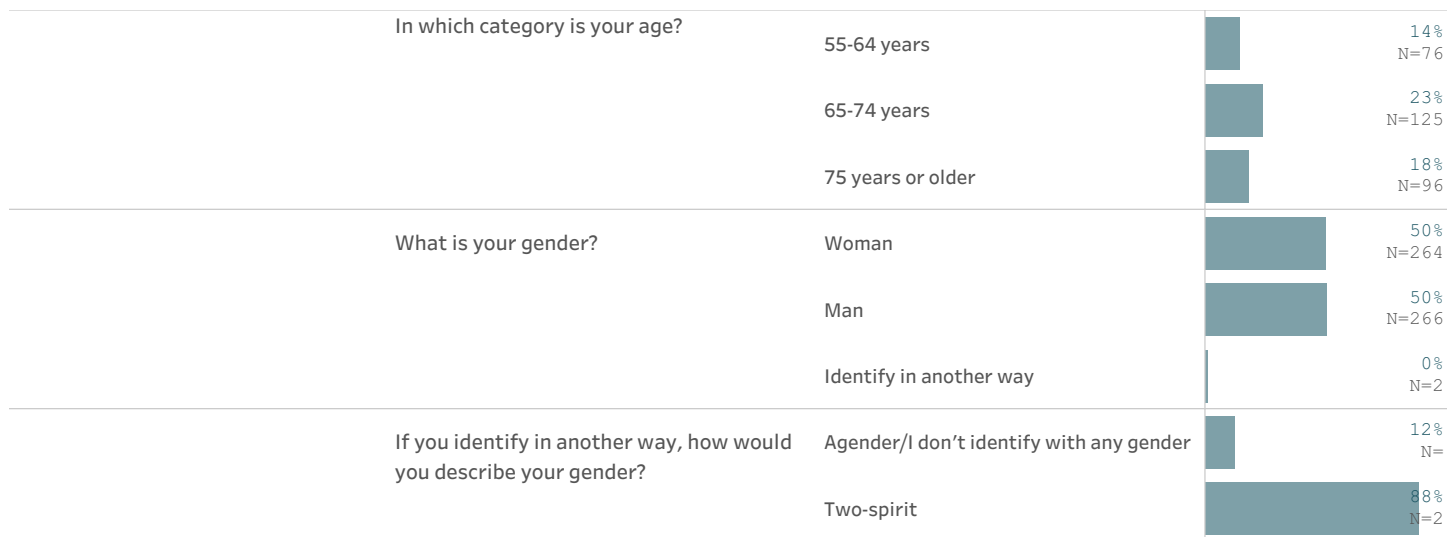
Please indicate to what degree you would support or oppose each of the following types of development efforts in the county.	Commercial businesses (retail and grocery stores, restaurants, etc.)	Strongly oppose		1% N=6
	Light industrial businesses (call centers, warehouses, etc.)	Strongly support		25% N=127
		Somewhat support		41% N=209
		Somewhat oppose		23% N=116
		Strongly oppose		10% N=52
	Housing (single-family homes, multi-family apartments, small home parks)	Strongly support		58% N=301
		Somewhat support		34% N=177
		Somewhat oppose		5% N=28
		Strongly oppose		3% N=15
	Please indicate the rate of growth that you feel is most appropriate for Mariposa County.	Static (Little to no growth at all)		10% N=52
		Organic (Wait for growth to happen)		18% N=97
		Moderate (Pursue modest development in appropriate areas)		63% N=335
		Rapid (Aggressively pursue growth of all industries and housing)		8% N=45
Please rate to what extent, if any, you agree or disagree with the following statements.	Property owners should be allowed to turn any property into a short-term rental	Strongly agree		15% N=81
		Somewhat agree		18% N=97
		Neither agree nor disagree		16% N=84
		Somewhat disagree		22% N=115
		Strongly disagree		28% N=150
	Short-term rentals should be regulated to mitigate impacts on neighborhoods (noise, parking, etc.)	Strongly agree		53% N=280
		Somewhat agree		31% N=164
		Neither agree nor disagree		7% N=39
		Somewhat disagree		4% N=23
		Strongly disagree		4% N=20
	There should be a maximum number of short-term rentals allowed in a community	Strongly agree		41% N=213
		Somewhat agree		23% N=118
		Neither agree nor disagree		18% N=94
		Somewhat disagree		7% N=37
		Strongly disagree		11% N=59

Please rate to what extent, if any, you agree or disagree with the following statements.	The County should be more proactive about enforcing all property codes	Strongly agree		26% N=135
		Somewhat agree		22% N=112
		Neither agree nor disagree		32% N=163
		Somewhat disagree		14% N=70
		Strongly disagree		6% N=32
	Code enforcement should focus only on the most serious complaints (illegal activities, health/safety issues)	Strongly agree		36% N=191
		Somewhat agree		35% N=183
		Neither agree nor disagree		15% N=79
		Somewhat disagree		7% N=37
		Strongly disagree		7% N=36
	Property owners should be allowed to do whatever they want on their properties, regardless of impacts on others	Strongly agree		4% N=21
		Somewhat agree		15% N=79
		Neither agree nor disagree		14% N=76
		Somewhat disagree		22% N=116
		Strongly disagree		46% N=245
Please indicate to what degree you would support or oppose each of the following approaches to fire and medical emergency response in the county.	The County should maintain current response times and costs	Strongly support		55% N=251
		Somewhat support		34% N=154
		Somewhat oppose		10% N=45
		Strongly oppose		2% N=8
	The County should accept longer response times at lower cost	Strongly support		4% N=18
		Somewhat support		7% N=36
		Somewhat oppose		26% N=127
		Strongly oppose		62% N=301
	The County should strive to shorten response times, even if that requires additional taxes or fees	Strongly support		31% N=146
		Somewhat support		41% N=191
		Somewhat oppose		20% N=92
		Strongly oppose		8% N=40
In general, how many times do you:	Access the internet from your home	Several times a day		76% N=404



In general, how many times do you:	Shop online	Less often or never		17% N=88
	Please rate your overall health.	Excellent		26% N=140
		Very good		35% N=188
		Good		25% N=136
		Fair		12% N=63
		Poor		2% N=13
What impact, if any, do you think the economy will have on your family income in the next 6 months? Do you think the impact will be:	Very positive			2% N=11
	Somewhat positive			13% N=68
	Neutral			40% N=217
	Somewhat negative			33% N=178
	Very negative			12% N=64
How many years have you lived in Mariposa County?	Less than 2 years			3% N=17
	2-5 years			13% N=71
	6-10 years			14% N=77
	11-20 years			20% N=106
	More than 20 years			50% N=268
Which best describes the building you live in?	Single-family detached home			69% N=371
	Townhouse or duplex (may share walls but no units above or below you)			4% N=24
	Condominium or apartment (have units above or below you)			8% N=41
	Mobile home			14% N=78
	Other			5% N=26
Do you rent or own your home?	Rent			28% N=153
	Own			72% N=384
About how much is your monthly housing cost for the place you live (including rent, mortgage payment, property tax, property insurance and homeowners' association (HOA) fees)?	Less than \$300			9% N=45
	\$300 to \$599			17% N=90
	\$600 to \$999			14% N=73
	\$1,000 to \$1,499			21% N=110
	\$1,500 to \$2,499			28% N=144

About how much is your monthly housing cost for the place you live (including rent, mortgage payment, property tax, property insurance and homeowners' association (HOA) fees)?	\$2,500 to \$3,999		8% N=41
	\$4,000 to \$6,999		3% N=14
	\$7,000 to \$9,999		0% N=2
	\$10,000 or more		0% N=1
Do any children 17 or under live in your household?	No		81% N=433
	Yes		19% N=100
Are you or any other members of your household aged 65 or older?	No		52% N=278
	Yes		48% N=259
How much do you anticipate your household's total income before taxes will be for the current year? (Please include in your total income money from all sources for all persons living in your household.)	Less than \$25,000		13% N=67
	\$25,000 to \$49,999		21% N=107
	\$50,000 to \$74,999		18% N=94
	\$75,000 to \$99,999		15% N=76
	\$100,000 to \$149,999		17% N=88
	\$150,000 to \$199,999		10% N=49
	\$200,000 to \$299,999		5% N=26
	\$300,000 or more		1% N=6
Are you of Hispanic, Latino/a/x, or Spanish origin?	No, not of Hispanic, Latino/a/x, or Spanish origin		89% N=461
	Yes, I consider myself to be of Hispanic, Latino/a/x, or Spanish origin		11% N=55
What is your race? (Mark one or more races to indicate what race you consider yourself to be.)	American Indian or Alaska Native		5% N=26
	Asian		1% N=7
	Black or African American		1% N=5
	Native Hawaiian or Other Pacific Islander		0% N=3
	White		92% N=485
	A race not listed		8% N=41
In which category is your age?	18-24 years		3% N=15
	25-34 years		15% N=80
	35-44 years		11% N=60
	45-54 years		15% N=81



Full trends

This table contains the trends over time for the County of Mariposa County. The combined "percent positive" responses for each survey year are presented (e.g., excellent/good or yes). If an item was not included during an administration of the survey, no percentage will be shown in the table. If the difference between the 2018 and 2023 surveys is greater than six percentage points, the change is statistically significant.

It is important to note that in 2020, The NCS survey was updated to include new and refreshed items. Consequently, some of the trends may be impacted due to wording modifications that could have potentially altered the meaning of the item for the respondent.

		2018	2023
Please rate each of the following aspects of quality of life in Mariposa County.	Mariposa County as a place to live	78%	79%
	Your neighborhood as a place to live	89%	78%
	Mariposa County as a place to raise children	77%	75%
	Mariposa County as a place to work	32%	34%
	Mariposa County as a place to visit	81%	89%
	Mariposa County as a place to retire	74%	65%
	The overall quality of life	75%	74%
	Sense of community	74%	72%
Please rate each of the following characteristics as they relate to Mariposa County as a whole.	Overall economic health	24%	27%
	Overall quality of the transportation system		23%
	Overall design or layout of residential and commercial areas	43%	38%
	Overall quality of the utility infrastructure		27%
	Overall feeling of safety	89%	73%
	Overall quality of natural environment	85%	85%

Please rate each of the following characteristics as they relate to Mariposa County as a whole.	Overall quality of parks and recreation opportunities	68%
	Overall health and wellness opportunities	31% 37%
	Overall opportunities for education, culture, and the arts	30% 37%
	Residents' connection and engagement with their community	51%
Please indicate how likely or unlikely you are to do each of the following.	Recommend living in Mariposa County to someone who asks	80% 72%
	Remain in Mariposa County for the next five years	88% 81%
Please rate how safe or unsafe you feel:	In your neighborhood during the day	95% 91%
	In Mariposa County's downtown/commercial area during the day	92% 93%
	From property crime	77%
	From violent crime	83%
	From fire, flood, or other natural disaster	33%
Please rate the job you feel the Mariposa County community does at each of the following.	Making all residents feel welcome	55%
	Attracting people from diverse backgrounds	38%
	Valuing/respecting residents from diverse backgrounds	45%
	Taking care of vulnerable residents	38%
Please rate each of the following in the Mariposa County community.	Overall quality of business and service establishments	47% 51%
	Variety of business and service establishments	33%
	Vibrancy of downtown/commercial area	46% 46%
	Employment opportunities	8% 15%

Please rate each of the following in the Mariposa County community.	Shopping opportunities	19% 18%
	Cost of living	30% 24%
	Overall image or reputation	68% 57%
Please also rate each of the following in the Mariposa County community.	Traffic flow on major streets	70% 65%
	Ease of public parking	41% 44%
	Ease of travel by car	74% 74%
	Ease of travel by public transportation	15%
	Ease of travel by bicycle	25% 23%
	Ease of walking	50% 41%
	Well-planned residential growth	19%
	Well-planned commercial growth	16%
	Well-designed neighborhoods	25%
	Preservation of the historical or cultural character of the community	68%
	Public places where people want to spend time	56% 43%
	Variety of housing options	14% 9%
	Availability of affordable quality housing	15% 10%
	Overall quality of new development	25% 13%
	Overall appearance	77% 64%
	Cleanliness	79% 67%

Please also rate each of the following in the Mariposa County community.

Water resources	66%
Air quality	87% 76%
Availability of paths and walking trails	43% 52%
Fitness opportunities	51% 57%
Recreational opportunities	62% 73%
Availability of affordable quality food	44% 34%
Availability of affordable quality health care	19% 14%
Availability of preventive health services	18% 15%
Availability of affordable quality mental health care	16% 15%
Opportunities to attend cultural/arts/music activities	49% 49%
Community support for the arts	54%
Availability of affordable quality childcare/preschool	35% 25%
K-12 education	61% 51%
Adult educational opportunities	15% 23%
Sense of civic/community pride	65%
Neighborliness of residents	69% 61%
Opportunities to participate in social events and activities	55% 63%
Opportunities to attend special events and festivals	61% 65%
Opportunities to volunteer	72% 69%

Please also rate each of the following in the Mariposa County community.	Opportunities to participate in community matters	63% 58%
	Openness and acceptance of the community toward people of diverse backgrounds	42% 35%
Please indicate whether or not you have done each of the following in the last 12 months.	Contacted the County of Mariposa County for help or information	50% 57%
	Contacted Mariposa County elected officials to express your opinion	21% 26%
	Attended a local public meeting	43% 35%
	Volunteered your time to some group/activity	54% 48%
	Campaigned or advocated for a local issue, cause, or candidate	31% 22%
	Voted in your most recent local election	81%
	Used public transportation instead of driving	13%
	Carpooled with other adults or children instead of driving alone	47% 45%
	Walked or biked instead of driving	39% 36%
Please rate the quality of each of the following services in Mariposa County.	Public information services	71% 54%
	Economic development	19% 22%
	Traffic enforcement	70% 50%
	Traffic signal timing	55%
	Street repair	20% 20%
	Street cleaning	34%
	Street lighting	24% 40%
	Snow removal	70% 57%

Please rate the quality of each of the following services in Mariposa County.

Sidewalk maintenance	44%	43%
Bus or transit services		28%
Land use, planning and zoning	34%	26%
Code enforcement	33%	22%
Affordable high-speed internet access		19%
Garbage collection	49%	34%
Drinking water	63%	57%
Sewer services	58%	53%
Storm water management	28%	42%
Power (electric and/or gas) utility	63%	36%
Utility billing	47%	34%
Police/Sheriff services	88%	72%
Crime prevention	74%	65%
Animal control	61%	61%
Ambulance or emergency medical services	78%	64%
Fire services	94%	81%
Fire prevention and education	77%	71%
Emergency preparedness	67%	64%
Preservation of natural areas	62%	70%

Please rate the quality of each of the following services in Mariposa County.	Mariposa County open space	67% 68%
	Recycling	52% 50%
	Yard waste pick-up	25%
	County parks	63% 59%
	Recreation programs or classes	48% 45%
	Recreation centers or facilities	44% 38%
	Health services	28% 23%
	Public library services	83% 76%
	Overall customer service by Mariposa County employees	72% 69%
Please rate the following categories of Mariposa County government performance.	The value of services for the taxes paid to Mariposa County	38% 31%
	The overall direction that Mariposa County is taking	39% 32%
	The job Mariposa County government does at welcoming resident involvement	46% 36%
	Overall confidence in Mariposa County government	39% 30%
	Generally acting in the best interest of the community	42% 35%
	Being honest	44% 36%
	Being open and transparent to the public	31%
	Informing residents about issues facing the community	33%
	Treating all residents fairly	42% 35%
	Treating residents with respect	44%

Overall, how would you rate the quality of the services provided by each of the following?	The County of Mariposa County	59% 42%
	The Federal Government	28% 29%
Please rate how important, if at all, you think it is for the Mariposa County community to focus on each of the following in the coming two years.	Overall economic health	91% 89%
	Overall quality of the transportation system	61%
	Overall design or layout of residential and commercial areas	70% 60%
	Overall quality of the utility infrastructure	85%
	Overall feeling of safety	83% 79%
	Overall quality of natural environment	80% 80%
	Overall quality of parks and recreation opportunities	73%
	Overall health and wellness opportunities	83% 83%
	Overall opportunities for education, culture, and the arts	80% 71%
	Residents' connection and engagement with their community	77% 66%
In general, how many times do you:	Access the internet from your home	88%
	Access the internet from your cell phone	88%
	Visit social media sites	72%
	Use or check email	94%
	Share your opinions online	28%
	Shop online	52%
	Please rate your overall health.	64% 61%

What impact, if any, do you think the economy will have on your family income in the next 6 months? Do you think the impact will be:

26% 15%

Methods (open participation)

As part of its participation in The National Community Survey™ (The NCS™), Mariposa County conducted a survey of 547 residents. Survey invitations were mailed to randomly selected households and data were collected from May 10, 2023 to June 21, 2023. The results from this main survey effort represent the most robust estimate of your residents' opinions.

After the above data collection period was underway, a link to an online open participation survey was publicized by Mariposa County. The open participation survey was identical to the probability sample survey with two small updates; it included a map at the beginning asking where the respondent lives and also a question about where they heard about the survey. The open participation survey was open to all county residents and became available on June 7, 2023. The survey remained open for two weeks and there were 17 responses.

The open participation survey data were not collected through a random sample and it is unknown who in the community was aware of the survey; therefore, a level of confidence in the representativeness of the sample cannot be estimated. Due to limited response, the results were not statistically weighted.

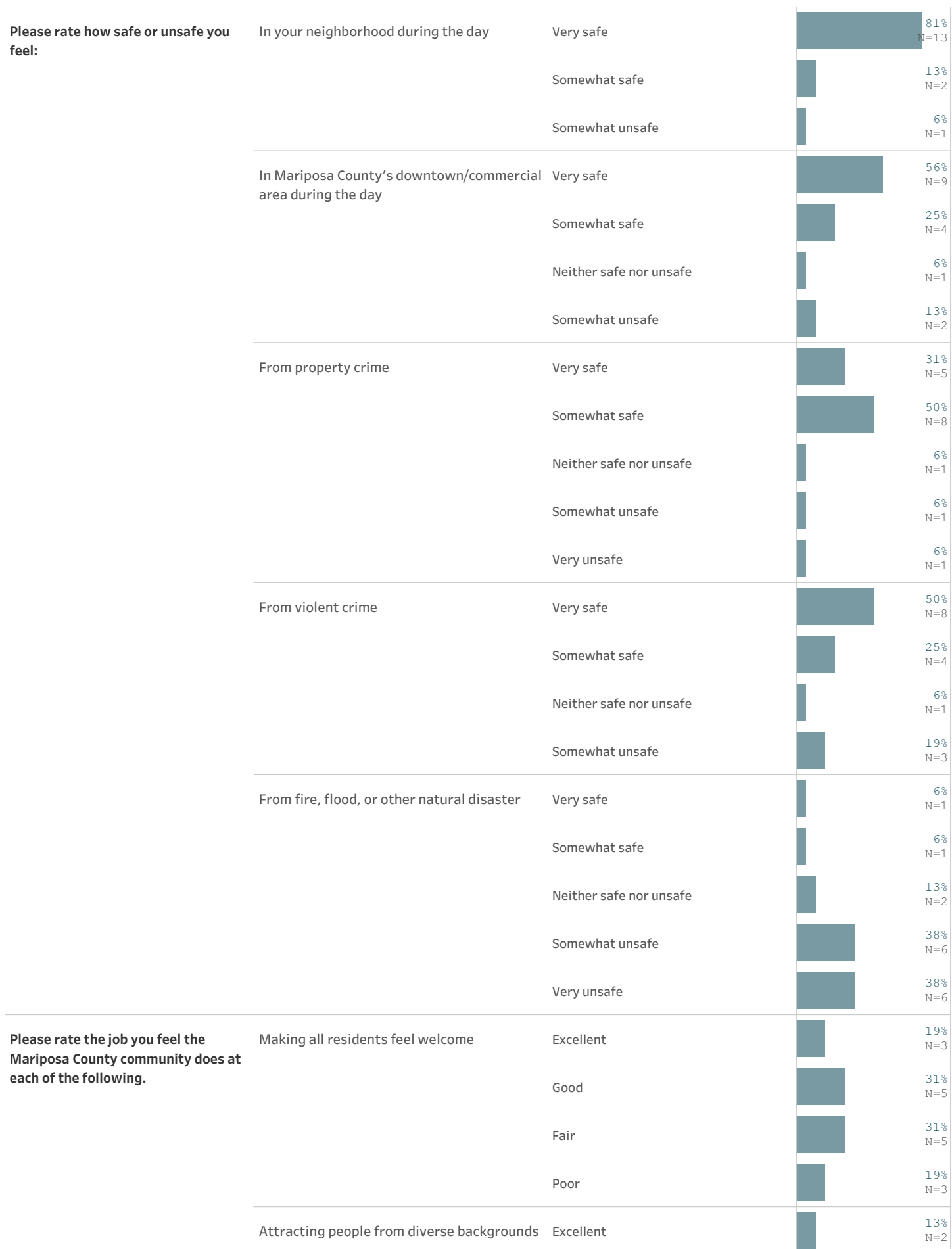
Open participation survey results

This dashboard contains a complete set of responses to each question on the open participation survey. By default, "don't know" responses are excluded, but may be added to the table using the response filter to the right. In some tables, the percentages may not sum to 100%; this is either because the question permitted the respondent to "choose all that apply", or for a question that asked the respondent to select one answer, it is due to the customary practice of rounding values to the nearest whole number.

	In which Supervisorial District do you live?	District 1 - Green		31% N=5
		District 3 - Yellow		19% N=3
		District 4 - Purple		38% N=6
		District 5 - Blue		13% N=2
Please rate each of the following aspects of quality of life in Mariposa County.	Mariposa County as a place to live	Excellent		25% N=4
		Good		50% N=8
		Fair		13% N=2
		Poor		13% N=2
	Your neighborhood as a place to live	Excellent		44% N=7
		Good		38% N=6
		Fair		19% N=3
	Mariposa County as a place to raise children	Excellent		19% N=3
		Good		38% N=6
		Fair		25% N=4
		Poor		19% N=3
	Mariposa County as a place to work	Excellent		7% N=1
		Good		13% N=2
		Fair		47% N=7
		Poor		33% N=5
	Mariposa County as a place to visit	Excellent		19% N=3
		Good		75% N=12
		Poor		6% N=1
	Mariposa County as a place to retire	Good		64% N=9

Please rate each of the following aspects of quality of life in Mariposa County.	Mariposa County as a place to retire	Fair		29% N=4
		Poor		7% N=1
	The overall quality of life in Mariposa County	Excellent		6% N=1
		Good		56% N=9
		Fair		25% N=4
		Poor		13% N=2
Please rate each of the following characteristics as they relate to Mariposa County as a whole.	Sense of community	Excellent		50% N=8
		Good		19% N=3
		Fair		19% N=3
		Poor		13% N=2
	Overall economic health of Mariposa County	Good		13% N=2
		Fair		33% N=5
		Poor		53% N=8
	Overall quality of the transportation system (auto, bicycle, foot, bus) in Mariposa County	Good		13% N=2
		Fair		25% N=4
		Poor		63% N=10
	Overall design or layout of Mariposa County's residential and commercial areas (e.g., homes, buildings, streets, parks, etc.)	Good		25% N=4
		Fair		38% N=6
		Poor		38% N=6
	Overall quality of the utility infrastructure in Mariposa County (water, sewer, storm water, electric/gas, broadband)	Good		19% N=3
		Fair		25% N=4
		Poor		56% N=9
	Overall feeling of safety in Mariposa County	Excellent		19% N=3
		Good		63% N=10
		Fair		19% N=3
	Overall quality of natural environment in Mariposa County	Excellent		25% N=4

Please rate each of the following characteristics as they relate to Mariposa County as a whole.	Overall quality of natural environment in Mariposa County	Good		56% N=9
		Fair		13% N=2
		Poor		6% N=1
	Overall quality of parks and recreation opportunities	Excellent		19% N=3
		Good		38% N=6
		Fair		25% N=4
		Poor		19% N=3
	Overall health and wellness opportunities in Mariposa County	Good		38% N=6
		Fair		31% N=5
		Poor		31% N=5
	Overall opportunities for education, culture, and the arts	Excellent		6% N=1
		Good		44% N=7
		Fair		25% N=4
		Poor		25% N=4
Please indicate how likely or unlikely you are to do each of the following.	Residents' connection and engagement with their community	Excellent		20% N=3
		Good		33% N=5
		Fair		33% N=5
		Poor		13% N=2
	Recommend living in Mariposa County to someone who asks	Very likely		31% N=5
		Somewhat likely		31% N=5
		Somewhat unlikely		25% N=4
		Very unlikely		13% N=2
	Remain in Mariposa County for the next five years	Very likely		63% N=10
		Somewhat likely		6% N=1
		Somewhat unlikely		6% N=1
		Very unlikely		25% N=4



Please rate the job you feel the Mariposa County community does at each of the following.	Attracting people from diverse backgrounds	Good		13% N=2
		Fair		31% N=5
		Poor		44% N=7
	Valuing/respecting residents from diverse backgrounds	Excellent		13% N=2
		Good		13% N=2
		Fair		31% N=5
		Poor		44% N=7
	Taking care of vulnerable residents (elderly, disabled, homeless, etc.)	Excellent		7% N=1
		Good		20% N=3
		Fair		33% N=5
		Poor		40% N=6
Please rate each of the following in the Mariposa County community.	Overall quality of business and service establishments in Mariposa County	Excellent		6% N=1
		Good		63% N=10
		Fair		19% N=3
		Poor		13% N=2
	Variety of business and service establishments in Mariposa County	Good		20% N=3
		Fair		60% N=9
		Poor		20% N=3
	Vibrancy of downtown/commercial area	Good		38% N=6
		Fair		50% N=8
		Poor		13% N=2
	Employment opportunities	Good		19% N=3
		Fair		25% N=4
		Poor		56% N=9
	Shopping opportunities	Good		19% N=3
		Fair		25% N=4

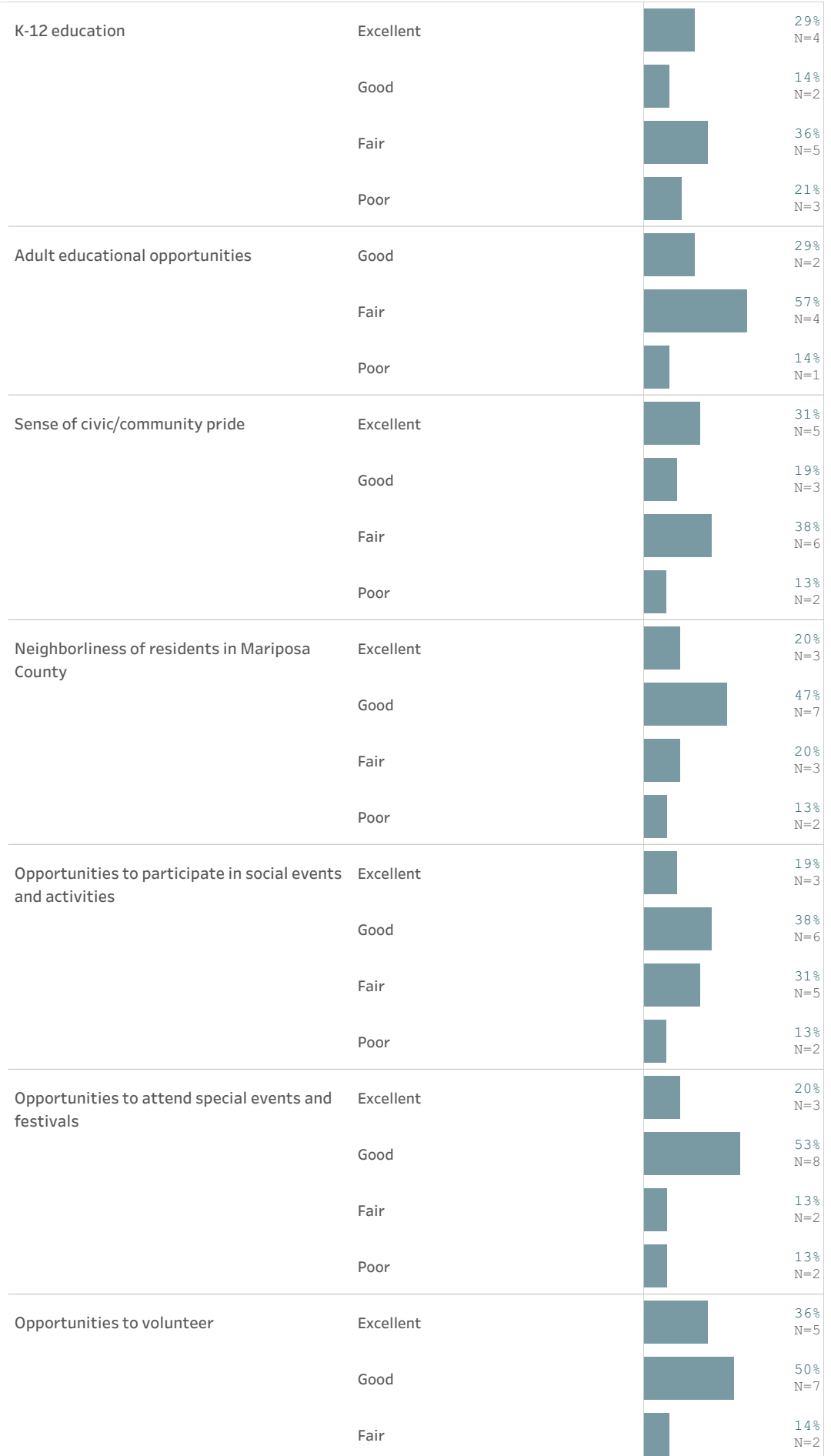
Please rate each of the following in the Mariposa County community.	Shopping opportunities	Poor		56% N=9
	Cost of living in Mariposa County	Excellent		6% N=1
		Good		13% N=2
		Fair		25% N=4
		Poor		56% N=9
	Overall image or reputation of Mariposa County	Excellent		13% N=2
		Good		44% N=7
		Fair		19% N=3
		Poor		25% N=4
Please also rate each of the following in the Mariposa County community.	Traffic flow on major streets	Excellent		6% N=1
		Good		31% N=5
		Fair		50% N=8
		Poor		13% N=2
	Ease of public parking	Good		20% N=3
		Fair		67% N=10
		Poor		13% N=2
	Ease of travel by car in Mariposa County	Excellent		13% N=2
		Good		63% N=10
		Fair		25% N=4
	Ease of travel by public transportation in Mariposa County	Fair		33% N=3
		Poor		67% N=6
	Ease of travel by bicycle in Mariposa County	Excellent		8% N=1
		Fair		42% N=5
		Poor		50% N=6
	Ease of walking in Mariposa County	Excellent		7% N=1
		Good		20% N=3

Please also rate each of the following in the Mariposa County community.	Ease of walking in Mariposa County	Good		
		Fair		47% N=7
		Poor		27% N=4
	Well-planned residential growth	Good		8% N=1
		Fair		38% N=5
		Poor		54% N=7
	Well-planned commercial growth	Good		15% N=2
		Fair		31% N=4
		Poor		54% N=7
	Well-designed neighborhoods	Good		31% N=4
		Fair		38% N=5
		Poor		31% N=4
	Preservation of the historical or cultural character of the community	Excellent		7% N=1
		Good		43% N=6
		Fair		43% N=6
		Poor		7% N=1
	Public places where people want to spend time	Excellent		6% N=1
		Good		31% N=5
		Fair		44% N=7
		Poor		19% N=3
Variety of housing options	Good		7% N=1	
	Fair		14% N=2	
	Poor		79% N=11	
Availability of affordable quality housing	Good		7% N=1	
	Fair		14% N=2	
	Poor		79% N=11	
Overall quality of new development in Mariposa County	Good		23% N=3	
	Fair			

Please also rate each of the following in the Mariposa County community.	Overall quality of new development in Mariposa County	Fair		31% N=4
		Poor		46% N=6
	Overall appearance of Mariposa County	Excellent		6% N=1
		Good		38% N=6
		Fair		44% N=7
		Poor		13% N=2
	Cleanliness of Mariposa County	Good		50% N=8
		Fair		38% N=6
		Poor		13% N=2
	Water resources (beaches, lakes, ponds, riverways, etc.)	Excellent		6% N=1
		Good		38% N=6
		Fair		38% N=6
		Poor		19% N=3
	Air quality	Excellent		25% N=4
		Good		63% N=10
		Fair		6% N=1
		Poor		6% N=1
	Availability of paths and walking trails	Excellent		7% N=1
		Good		40% N=6
		Fair		47% N=7
		Poor		7% N=1
	Fitness opportunities (including exercise classes and paths or trails, etc.)	Excellent		14% N=2
		Good		36% N=5
		Fair		36% N=5
		Poor		14% N=2
	Recreational opportunities	Excellent		25% N=4

Please also rate each of the following in the Mariposa County community.	Recreational opportunities	Good		31% N=5
		Fair		25% N=4
		Poor		19% N=3
	Availability of affordable quality food	Good		31% N=5
		Fair		38% N=6
		Poor		31% N=5
	Availability of affordable quality health care	Good		13% N=2
		Fair		33% N=5
		Poor		53% N=8
	Availability of preventive health services	Good		14% N=2
		Fair		29% N=4
		Poor		57% N=8
	Availability of affordable quality mental health care	Good		23% N=3
		Fair		15% N=2
		Poor		62% N=8
	Opportunities to attend cultural/arts/music activities	Excellent		6% N=1
		Good		63% N=10
		Fair		25% N=4
		Poor		6% N=1
	Community support for the arts	Excellent		27% N=4
		Good		33% N=5
		Fair		33% N=5
		Poor		7% N=1
	Availability of affordable quality childcare/preschool	Good		17% N=2
		Fair		42% N=5
		Poor		42% N=5

Please also rate each of the following in the Mariposa County community.



Please also rate each of the following in the Mariposa County community.	Opportunities to participate in community matters	Excellent		13% N=2
		Good		47% N=7
		Fair		33% N=5
		Poor		7% N=1
	Openness and acceptance of the community toward people of diverse backgrounds	Excellent		13% N=2
		Good		13% N=2
		Fair		31% N=5
		Poor		44% N=7
Please indicate whether or not you have done each of the following in the last 12 months.	Contacted the Mariposa County government (in-person, phone, email, or web) for help or information	No		31% N=5
		Yes		69% N=11
	Contacted Mariposa County elected officials (in-person, phone, email, or web) to express your opinion	No		50% N=8
		Yes		50% N=8
	Attended a local public meeting (of local elected officials like Board of Supervisors, advisory boards, town halls, HOA, neighborhood watch, etc.)	No		44% N=7
		Yes		56% N=9
	Volunteered your time to some group/activity in Mariposa County	No		44% N=7
		Yes		56% N=9
	Campaigned or advocated for a local issue, cause, or candidate	No		31% N=5
		Yes		69% N=11
	Voted in your most recent local election	Yes		100% N=16
	Used bus or other public transportation instead of driving	No		88% N=14
		Yes		13% N=2
	Carpooled with other adults or children instead of driving alone	No		38% N=6
		Yes		63% N=10
	Walked or biked instead of driving	No		63% N=10
		Yes		38% N=6
Please rate the quality of each of the following services in Mariposa County.	Public information services	Excellent		7% N=1

Please rate the quality of each of the following services in Mariposa County.	Public information services	Good		47% N=7
		Fair		33% N=5
		Poor		13% N=2
Economic development		Good		25% N=3
		Fair		33% N=4
		Poor		42% N=5
Traffic enforcement		Excellent		7% N=1
		Good		53% N=8
		Fair		27% N=4
		Poor		13% N=2
Traffic signal timing		Excellent		50% N=1
		Good		50% N=1
Street repair		Good		6% N=1
		Fair		38% N=6
		Poor		56% N=9
Street cleaning		Good		50% N=7
		Fair		7% N=1
		Poor		43% N=6
Street lighting		Good		25% N=3
		Fair		50% N=6
		Poor		25% N=3
Snow removal		Good		62% N=8
		Fair		23% N=3
		Poor		15% N=2
Sidewalk maintenance		Good		31% N=4
		Fair		31% N=4

Please rate the quality of each of the following services in Mariposa County.	Sidewalk maintenance	Poor		38% N=5
	Bus or transit services	Excellent		29% N=2
		Good		29% N=2
		Fair		14% N=1
		Poor		29% N=2
	Land use, planning, and zoning	Excellent		8% N=1
		Good		8% N=1
		Fair		25% N=3
		Poor		58% N=7
	Code enforcement (weeds, abandoned buildings, etc.)	Excellent		10% N=1
		Good		10% N=1
		Fair		40% N=4
		Poor		40% N=4
	Affordable high-speed internet access	Good		13% N=2
		Fair		27% N=4
		Poor		60% N=9
	Garbage collection	Good		20% N=2
		Fair		10% N=1
		Poor		70% N=7
	Drinking water	Excellent		15% N=2
		Good		38% N=5
		Fair		31% N=4
		Poor		15% N=2
	Sewer services	Excellent		14% N=1
		Good		57% N=4
		Fair		14% N=1

Please rate the quality of each of the following services in Mariposa County.	Sewer services	Poor		14% N=1
	Storm water management (storm drainage, dams, levees, etc.)	Good		36% N=4
		Fair		18% N=2
		Poor		45% N=5
	Power (electric and/or gas) utility	Good		21% N=3
		Fair		29% N=4
		Poor		50% N=7
	Utility billing	Good		21% N=3
		Fair		29% N=4
		Poor		50% N=7
	Sheriff services	Excellent		29% N=4
		Good		50% N=7
		Fair		7% N=1
		Poor		14% N=2
	Crime prevention	Excellent		15% N=2
		Good		46% N=6
		Fair		31% N=4
		Poor		8% N=1
	Animal control	Excellent		8% N=1
		Good		54% N=7
		Fair		23% N=3
		Poor		15% N=2
	Ambulance or emergency medical services	Excellent		33% N=4
		Good		50% N=6
		Fair		17% N=2
	Fire services	Excellent		47% N=7

Please rate the quality of each of the following services in Mariposa County.	Fire services	Good		27% N=4
		Fair		27% N=4
Fire prevention and education		Excellent		31% N=5
		Good		44% N=7
		Fair		19% N=3
		Poor		6% N=1
Emergency preparedness (services that prepare the community for natural disasters or other emergency situations)		Excellent		23% N=3
		Good		38% N=5
		Fair		31% N=4
		Poor		8% N=1
Preservation of natural areas (open space, farmlands, and greenbelts)		Excellent		7% N=1
		Good		36% N=5
		Fair		29% N=4
		Poor		29% N=4
Mariposa County open space		Excellent		8% N=1
		Good		54% N=7
		Fair		31% N=4
		Poor		8% N=1
Recycling		Good		50% N=7
		Fair		21% N=3
		Poor		29% N=4
Yard waste pick-up		Good		50% N=2
		Fair		50% N=2
County parks		Excellent		15% N=2
		Good		38% N=5
		Fair		23% N=3

Please rate the quality of each of the following services in Mariposa County.	County parks	Poor		23% N=3
	Recreation programs or classes	Excellent		9% N=1
		Good		45% N=5
		Fair		36% N=4
		Poor		9% N=1
	Recreation centers or facilities	Excellent		8% N=1
		Good		17% N=2
		Fair		50% N=6
		Poor		25% N=3
	Health services	Good		25% N=3
		Fair		42% N=5
		Poor		33% N=4
	Public library services	Excellent		53% N=8
		Good		33% N=5
		Fair		7% N=1
		Poor		7% N=1
	Overall customer service by Mariposa County employees (police, receptionists, planners, etc.)	Excellent		33% N=5
		Good		33% N=5
		Fair		27% N=4
		Poor		7% N=1
Please rate the following categories of Mariposa County government performance.	The value of services for the taxes paid to Mariposa County	Excellent		7% N=1
		Good		33% N=5
		Fair		33% N=5
		Poor		27% N=4
	The overall direction that Mariposa County is taking	Good		19% N=3
		Fair		31% N=5

Please rate the following categories of Mariposa County government performance.	The overall direction that Mariposa County is taking		Poor		50% N=8
	The job Mariposa County government does at welcoming resident involvement		Excellent		7% N=1
			Good		33% N=5
			Fair		33% N=5
			Poor		27% N=4
	Overall confidence in Mariposa County government		Good		25% N=4
			Fair		31% N=5
			Poor		44% N=7
	Generally acting in the best interest of the community		Good		31% N=5
			Fair		19% N=3
			Poor		50% N=8
	Being honest		Excellent		7% N=1
			Good		27% N=4
			Fair		47% N=7
			Poor		20% N=3
	Being open and transparent to the public		Good		33% N=5
			Fair		33% N=5
			Poor		33% N=5
	Informing residents about issues facing the community		Good		31% N=5
			Fair		19% N=3
			Poor		50% N=8
	Treating all residents fairly		Good		33% N=5
			Fair		20% N=3
			Poor		47% N=7
	Treating residents with respect		Excellent		7% N=1
			Good		36% N=5

Please rate the following categories of Mariposa County government performance.	Treating residents with respect	Fair		29% N=4
		Poor		29% N=4
Overall, how would you rate the quality of the services provided by each of the following?	The County of Mariposa County	Good		50% N=8
		Fair		31% N=5
		Poor		19% N=3
	The Federal Government	Excellent		7% N=1
		Good		29% N=4
		Fair		50% N=7
		Poor		14% N=2
	Overall economic health of Mariposa County	Essential		44% N=7
		Very important		44% N=7
		Somewhat important		13% N=2
Please rate how important, if at all, you think it is for the Mariposa County community to focus on each of the following in the coming two years.	Overall quality of the transportation system (auto, bicycle, foot, bus) in Mariposa County	Essential		13% N=2
		Very important		31% N=5
		Somewhat important		38% N=6
		Not at all important		19% N=3
	Overall design or layout of Mariposa County's residential and commercial areas (e.g., homes, buildings, streets, parks, etc.)	Essential		6% N=1
		Very important		69% N=11
		Somewhat important		19% N=3
		Not at all important		6% N=1
	Overall quality of the utility infrastructure in Mariposa County (water, sewer, storm water, electric/gas, broadband)	Essential		56% N=9
		Very important		25% N=4
		Somewhat important		13% N=2
		Not at all important		6% N=1
	Overall feeling of safety in Mariposa County	Essential		38% N=6
		Very important		31% N=5

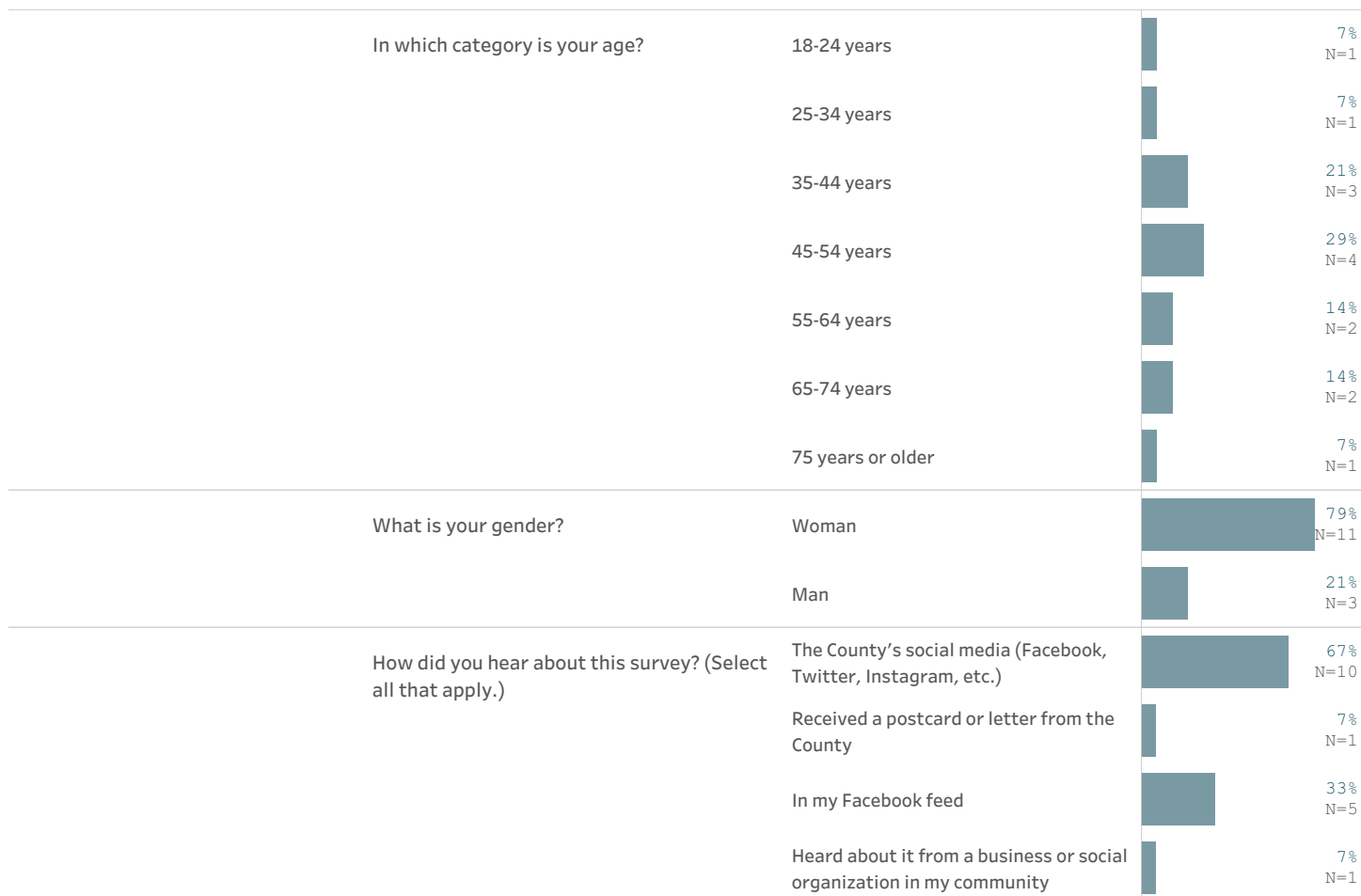
Please rate how important, if at all, you think it is for the Mariposa County community to focus on each of the following in the coming two years.	Overall feeling of safety in Mariposa County	Somewhat important		25% N=4
		Not at all important		6% N=1
	Overall quality of natural environment in Mariposa County	Essential		50% N=8
		Very important		19% N=3
		Somewhat important		31% N=5
	Overall quality of parks and recreation opportunities	Essential		19% N=3
		Very important		50% N=8
		Somewhat important		25% N=4
		Not at all important		6% N=1
	Overall health and wellness opportunities in Mariposa County	Essential		25% N=4
		Very important		56% N=9
		Somewhat important		19% N=3
	Overall opportunities for education, culture, and the arts	Essential		31% N=5
		Very important		38% N=6
		Somewhat important		25% N=4
		Not at all important		6% N=1
	Residents' connection and engagement with their community	Essential		19% N=3
		Very important		44% N=7
		Somewhat important		38% N=6
Please indicate to what degree you would support or oppose each of the following types of development efforts in the county.	Recreation facilities and amenities (recreation centers, trails, parks, pools, splash pads, etc.)	Strongly support		47% N=7
		Somewhat support		40% N=6
		Somewhat oppose		13% N=2
	Visitor services and amenities (visitor services, hotels, attractions, etc.)	Strongly support		29% N=4
		Somewhat support		43% N=6
		Somewhat oppose		14% N=2
		Strongly oppose		14% N=2

Please indicate to what degree you would support or oppose each of the following types of development efforts in the county.	Commercial businesses (retail and grocery stores, restaurants, etc.)	Strongly support		47% N=7
		Somewhat support		47% N=7
		Somewhat oppose		7% N=1
	Light industrial businesses (call centers, warehouses, etc.)	Strongly support		20% N=3
		Somewhat support		60% N=9
		Somewhat oppose		20% N=3
	Housing (single-family homes, multi-family apartments, small home parks)	Strongly support		79% N=11
		Somewhat support		14% N=2
		Somewhat oppose		7% N=1
	Please indicate the rate of growth that you feel is most appropriate for Mariposa County.	Static (Little to no growth at all)		7% N=1
		Organic (Wait for growth to happen)		33% N=5
		Moderate (Pursue modest development in appropriate areas)		53% N=8
		Rapid (Aggressively pursue growth of all industries and housing)		7% N=1
Please rate to what extent, if any, you agree or disagree with the following statements.	Property owners should be allowed to turn any property into a short-term rental	Strongly agree		40% N=6
		Neither agree nor disagree		7% N=1
		Somewhat disagree		27% N=4
		Strongly disagree		27% N=4
	Short-term rentals should be regulated to mitigate impacts on neighborhoods (noise, parking, etc.)	Strongly agree		47% N=7
		Somewhat agree		27% N=4
		Neither agree nor disagree		13% N=2
		Strongly disagree		13% N=2
	There should be a maximum number of short-term rentals allowed in a community	Strongly agree		47% N=7
		Somewhat agree		13% N=2
		Strongly disagree		40% N=6
	The County should be more proactive about enforcing all property codes	Strongly agree		33% N=5
		Somewhat agree		27% N=4

Please rate to what extent, if any, you agree or disagree with the following statements.	The County should be more proactive about enforcing all property codes	Neither agree nor disagree		20% N=3
		Somewhat disagree		20% N=3
	Code enforcement should focus only on the most serious complaints (illegal activities, health/safety issues)	Strongly agree		50% N=7
		Somewhat agree		36% N=5
		Strongly disagree		14% N=2
	Property owners should be allowed to do whatever they want on their properties, regardless of impacts on others	Neither agree nor disagree		7% N=1
		Somewhat disagree		53% N=8
		Strongly disagree		40% N=6
Please indicate to what degree you would support or oppose each of the following approaches to fire and medical emergency response in the county.	The County should maintain current response times and costs	Strongly support		57% N=8
		Somewhat support		36% N=5
		Somewhat oppose		7% N=1
	The County should accept longer response times at lower cost	Somewhat support		7% N=1
		Somewhat oppose		7% N=1
		Strongly oppose		86% N=12
	The County should strive to shorten response times, even if that requires additional taxes or fees	Strongly support		42% N=5
		Somewhat support		25% N=3
		Somewhat oppose		25% N=3
		Strongly oppose		8% N=1
In general, how many times do you:	Access the internet from your home using a computer, laptop, or tablet computer	Several times a day		73% N=11
		Once a day		7% N=1
		A few times a week		20% N=3
	Access the internet from your cell phone	Several times a day		93% N=14
		Once a day		7% N=1
	Visit social media sites such as Facebook, Twitter, Nextdoor, etc.	Several times a day		80% N=12
		Once a day		13% N=2
		A few times a week		7% N=1

In general, how many times do you:	Use or check email	Several times a day		67% N=10
		Once a day		27% N=4
		A few times a week		7% N=1
	Share your opinions online	Several times a day		13% N=2
		Once a day		13% N=2
		A few times a week		13% N=2
		Every few weeks		27% N=4
		Less often or never		33% N=5
	Shop online	Several times a day		7% N=1
		Once a day		7% N=1
		A few times a week		53% N=8
		Every few weeks		20% N=3
		Less often or never		13% N=2
	Please rate your overall health.	Excellent		13% N=2
		Very good		67% N=10
		Good		13% N=2
		Fair		7% N=1
	What impact, if any, do you think the economy will have on your family income in the next 6 months? Do you think the impact will be:	Very positive		7% N=1
		Somewhat positive		20% N=3
		Neutral		40% N=6
		Somewhat negative		27% N=4
		Very negative		7% N=1
	How many years have you lived in Mariposa County?	Less than 2 years		7% N=1
		2-5 years		7% N=1
		6-10 years		20% N=3
		11-20 years		27% N=4

How many years have you lived in Mariposa County?	More than 20 years		40% N=6
Which best describes the building you live in?	Single-family detached home		73% N=11
	Condominium or apartment (have units above or below you)		7% N=1
	Mobile home		13% N=2
	Other		7% N=1
Do you rent or own your home?	Rent		29% N=4
	Own		71% N=10
About how much is your monthly housing cost for the place you live (including rent, mortgage payment, property tax, property insurance and homeowners' association (HOA) fees)?	Less than \$300		7% N=1
	\$600 to \$999		13% N=2
	\$1,000 to \$1,499		53% N=8
	\$1,500 to \$2,499		20% N=3
	\$2,500 to \$3,999		7% N=1
Do any children 17 or under live in your household?	No		47% N=7
	Yes		53% N=8
Are you or any other members of your household aged 65 or older?	No		60% N=9
	Yes		40% N=6
How much do you anticipate your household's total income before taxes will be for the current year? (Please include in your total income money from all sources for all persons living in your household.)	\$25,000 to \$49,999		40% N=6
	\$50,000 to \$74,999		13% N=2
	\$75,000 to \$99,999		13% N=2
	\$100,000 to \$149,999		20% N=3
	\$150,000 to \$199,999		13% N=2
Are you of Hispanic, Latino/a/x, or Spanish origin?	No, not of Hispanic, Latino/a/x, or Spanish origin		86% N=12
	Yes, I consider myself to be of Hispanic, Latino/a/x, or Spanish origin		14% N=2
What is your race? (Mark one or more races to indicate what race you consider yourself to be.)	American Indian or Alaska Native		7% N=1
	White		79% N=11
	A race not listed		14% N=2



The Mariposa County 2023 Community Survey

Please complete this survey if you are the adult (age 18 or older) in the household who most recently had a birthday (the year of birth does not matter). Your responses are confidential and no identifying information will be shared.

1. Please rate each of the following aspects of quality of life in Mariposa County.

	<u>Excellent</u>	<u>Good</u>	<u>Fair</u>	<u>Poor</u>	<u>Don't know</u>
Mariposa County as a place to live	1	2	3	4	5
Your neighborhood as a place to live	1	2	3	4	5
Mariposa County as a place to raise children	1	2	3	4	5
Mariposa County as a place to work.....	1	2	3	4	5
Mariposa County as a place to visit.....	1	2	3	4	5
Mariposa County as a place to retire	1	2	3	4	5
The overall quality of life in Mariposa County	1	2	3	4	5
Sense of community.....	1	2	3	4	5

2. Please rate each of the following characteristics as they relate to Mariposa County as a whole.

	<u>Excellent</u>	<u>Good</u>	<u>Fair</u>	<u>Poor</u>	<u>Don't know</u>
Overall economic health of Mariposa County	1	2	3	4	5
Overall quality of the transportation system (auto, bicycle, foot, bus) in Mariposa County.....	1	2	3	4	5
Overall design or layout of Mariposa County's residential and commercial areas (e.g., homes, buildings, streets, parks, etc.)	1	2	3	4	5
Overall quality of the utility infrastructure in Mariposa County (water, sewer, storm water, electric/gas, broadband).....	1	2	3	4	5
Overall feeling of safety in Mariposa County	1	2	3	4	5
Overall quality of natural environment in Mariposa County	1	2	3	4	5
Overall quality of parks and recreation opportunities.....	1	2	3	4	5
Overall health and wellness opportunities in Mariposa County	1	2	3	4	5
Overall opportunities for education, culture, and the arts.....	1	2	3	4	5
Residents' connection and engagement with their community	1	2	3	4	5

3. Please indicate how likely or unlikely you are to do each of the following.

	<u>Very likely</u>	<u>Somewhat likely</u>	<u>Somewhat unlikely</u>	<u>Very unlikely</u>	<u>Don't know</u>
Recommend living in Mariposa County to someone who asks	1	2	3	4	5
Remain in Mariposa County for the next five years	1	2	3	4	5

4. Please rate how safe or unsafe you feel:

	<u>Very safe</u>	<u>Somewhat safe</u>	<u>Neither safe nor unsafe</u>	<u>Somewhat unsafe</u>	<u>Very unsafe</u>	<u>Don't know</u>
In your neighborhood during the day.....	1	2	3	4	5	6
In Mariposa County's downtown/commercial area during the day	1	2	3	4	5	6
From property crime.....	1	2	3	4	5	6
From violent crime.....	1	2	3	4	5	6
From fire, flood, or other natural disaster	1	2	3	4	5	6

5. Please rate the job you feel the Mariposa County community does at each of the following.

	<u>Excellent</u>	<u>Good</u>	<u>Fair</u>	<u>Poor</u>	<u>Don't know</u>
Making all residents feel welcome	1	2	3	4	5
Attracting people from diverse backgrounds.....	1	2	3	4	5
Valuing/respecting residents from diverse backgrounds.....	1	2	3	4	5
Taking care of vulnerable residents (elderly, disabled, homeless, etc.).....	1	2	3	4	5

6. Please rate each of the following in the Mariposa County community.

	<u>Excellent</u>	<u>Good</u>	<u>Fair</u>	<u>Poor</u>	<u>Don't know</u>
Overall quality of business and service establishments in Mariposa County ...	1	2	3	4	5
Variety of business and service establishments in Mariposa County	1	2	3	4	5
Vibrancy of downtown/commercial area	1	2	3	4	5
Employment opportunities	1	2	3	4	5
Shopping opportunities	1	2	3	4	5
Cost of living in Mariposa County	1	2	3	4	5
Overall image or reputation of Mariposa County.....	1	2	3	4	5

7. Please also rate each of the following in the Mariposa County community.

	<u>Excellent</u>	<u>Good</u>	<u>Fair</u>	<u>Poor</u>	<u>Don't know</u>
Traffic flow on major streets.....	1	2	3	4	5
Ease of public parking.....	1	2	3	4	5
Ease of travel by car in Mariposa County	1	2	3	4	5
Ease of travel by public transportation in Mariposa County	1	2	3	4	5
Ease of travel by bicycle in Mariposa County	1	2	3	4	5
Ease of walking in Mariposa County.....	1	2	3	4	5
Well-planned residential growth.....	1	2	3	4	5
Well-planned commercial growth.....	1	2	3	4	5
Well-designed neighborhoods	1	2	3	4	5
Preservation of the historical or cultural character of the community	1	2	3	4	5
Public places where people want to spend time	1	2	3	4	5
Variety of housing options.....	1	2	3	4	5
Availability of affordable quality housing.....	1	2	3	4	5
Overall quality of new development in Mariposa County.....	1	2	3	4	5
Overall appearance of Mariposa County.....	1	2	3	4	5
Cleanliness of Mariposa County.....	1	2	3	4	5
Water resources (beaches, lakes, ponds, riverways, etc.)	1	2	3	4	5
Air quality.....	1	2	3	4	5
Availability of paths and walking trails.....	1	2	3	4	5
Fitness opportunities (including exercise classes and paths or trails, etc.) ...	1	2	3	4	5
Recreational opportunities.....	1	2	3	4	5
Availability of affordable quality food	1	2	3	4	5
Availability of affordable quality health care.....	1	2	3	4	5
Availability of preventive health services	1	2	3	4	5
Availability of affordable quality mental health care	1	2	3	4	5
Opportunities to attend cultural/arts/music activities	1	2	3	4	5
Community support for the arts.....	1	2	3	4	5
Availability of affordable quality childcare/preschool.....	1	2	3	4	5
K-12 education.....	1	2	3	4	5
Adult educational opportunities	1	2	3	4	5
Sense of civic/community pride.....	1	2	3	4	5
Neighborliness of residents in Mariposa County	1	2	3	4	5
Opportunities to participate in social events and activities	1	2	3	4	5
Opportunities to attend special events and festivals	1	2	3	4	5
Opportunities to volunteer	1	2	3	4	5
Opportunities to participate in community matters	1	2	3	4	5
Openness and acceptance of the community toward people of diverse backgrounds.....	1	2	3	4	5

8. Please indicate whether or not you have done each of the following in the last 12 months.

	<u>No</u>	<u>Yes</u>
Contacted the Mariposa County government (in-person, phone, email, or web) for help or information	1	2
Contacted Mariposa County elected officials (in-person, phone, email, or web) to express your opinion..	1	2
Attended a local public meeting (of local elected officials like Board of Supervisors, advisory boards, town halls, HOA, neighborhood watch, etc.)	1	2
Volunteered your time to some group/activity in Mariposa County	1	2
Campaigned or advocated for a local issue, cause, or candidate.....	1	2
Voted in your most recent local election	1	2
Used bus or other public transportation instead of driving.....	1	2
Carpooled with other adults or children instead of driving alone	1	2
Walked or biked instead of driving.....	1	2

The Mariposa County 2023 Community Survey

9. Please rate the quality of each of the following services in Mariposa County.

	<u>Excellent</u>	<u>Good</u>	<u>Fair</u>	<u>Poor</u>	<u>Don't know</u>
Public information services.....	1	2	3	4	5
Economic development.....	1	2	3	4	5
Traffic enforcement	1	2	3	4	5
Traffic signal timing.....	1	2	3	4	5
Street repair	1	2	3	4	5
Street cleaning.....	1	2	3	4	5
Street lighting	1	2	3	4	5
Snow removal.....	1	2	3	4	5
Sidewalk maintenance.....	1	2	3	4	5
Bus or transit services	1	2	3	4	5
Land use, planning, and zoning.....	1	2	3	4	5
Code enforcement (weeds, abandoned buildings, etc.)	1	2	3	4	5
Affordable high-speed internet access	1	2	3	4	5
Garbage collection	1	2	3	4	5
Drinking water	1	2	3	4	5
Sewer services.....	1	2	3	4	5
Storm water management (storm drainage, dams, levees, etc.)	1	2	3	4	5
Power (electric and/or gas) utility.....	1	2	3	4	5
Utility billing	1	2	3	4	5
Sheriff services.....	1	2	3	4	5
Crime prevention	1	2	3	4	5
Animal control.....	1	2	3	4	5
Ambulance or emergency medical services	1	2	3	4	5
Fire services	1	2	3	4	5
Fire prevention and education.....	1	2	3	4	5
Emergency preparedness (services that prepare the community for natural disasters or other emergency situations)	1	2	3	4	5
Preservation of natural areas (open space, farmlands, and greenbelts)	1	2	3	4	5
Mariposa County open space.....	1	2	3	4	5
Recycling.....	1	2	3	4	5
Yard waste pick-up.....	1	2	3	4	5
County parks	1	2	3	4	5
Recreation programs or classes	1	2	3	4	5
Recreation centers or facilities	1	2	3	4	5
Health services.....	1	2	3	4	5
Public library services	1	2	3	4	5
Overall customer service by Mariposa County employees (police, receptionists, planners, etc.)	1	2	3	4	5

10. Please rate the following categories of Mariposa County government performance.

	<u>Excellent</u>	<u>Good</u>	<u>Fair</u>	<u>Poor</u>	<u>Don't know</u>
The value of services for the taxes paid to Mariposa County.....	1	2	3	4	5
The overall direction that Mariposa County is taking.....	1	2	3	4	5
The job Mariposa County does at welcoming resident involvement	1	2	3	4	5
Overall confidence in Mariposa County government.....	1	2	3	4	5
Generally acting in the best interest of the community	1	2	3	4	5
Being honest.....	1	2	3	4	5
Being open and transparent to the public.....	1	2	3	4	5
Informing residents about issues facing the community	1	2	3	4	5
Treating all residents fairly	1	2	3	4	5
Treating residents with respect	1	2	3	4	5

11. Overall, how would you rate the quality of the services provided by each of the following?

	<u>Excellent</u>	<u>Good</u>	<u>Fair</u>	<u>Poor</u>	<u>Don't know</u>
The Mariposa County Government	1	2	3	4	5
The Federal Government.....	1	2	3	4	5

12. Please rate how important, if at all, you think it is for the Mariposa County community to focus on each of the following in the coming two years.

	<u>Essential</u>	<u>Very important</u>	<u>Somewhat important</u>	<u>Not at all important</u>
Overall economic health of Mariposa County	1	2	3	4
Overall quality of the transportation system (auto, bicycle, foot, bus) in Mariposa County	1	2	3	4
Overall design or layout of Mariposa County's residential and commercial areas (e.g., homes, buildings, streets, parks, etc.)	1	2	3	4
Overall quality of the utility infrastructure in Mariposa County (water, sewer, storm water, electric/gas, broadband)	1	2	3	4
Overall feeling of safety in Mariposa County	1	2	3	4
Overall quality of natural environment in Mariposa County	1	2	3	4
Overall quality of parks and recreation opportunities	1	2	3	4
Overall health and wellness opportunities in Mariposa County	1	2	3	4
Overall opportunities for education, culture, and the arts	1	2	3	4
Residents' connection and engagement with their community	1	2	3	4

13. Please indicate to what degree you would support or oppose each of the following types of development efforts in the county.

	<u>Strongly support</u>	<u>Somewhat support</u>	<u>Somewhat oppose</u>	<u>Strongly oppose</u>	<u>Don't know</u>
Recreation facilities and amenities (recreation centers, trails, parks, pools, splash pads, etc.)	1	2	3	4	5
Visitor services and amenities (visitor services, hotels, attractions, etc.)	1	2	3	4	5
Commercial businesses (retail and grocery stores, restaurants, etc.)	1	2	3	4	5
Light industrial businesses (call centers, warehouses, etc.)	1	2	3	4	5
Housing (single-family homes, multi-family apartments, small home parks)	1	2	3	4	5

14. Please indicate the rate of growth that you feel is most appropriate for Mariposa County.

- ☐ Static (Little to no growth at all) ☐ Moderate (Pursue modest development in appropriate areas)
☐ Organic (Wait for growth to happen) ☐ Rapid (Aggressively pursue growth of all industries and housing)

15. Please rate to what extent, if any, you agree or disagree with the following statements.

	<u>Strongly agree</u>	<u>Somewhat agree</u>	<u>Neither agree nor disagree</u>	<u>Somewhat disagree</u>	<u>Strongly disagree</u>	<u>Don't know</u>
Property owners should be allowed to turn any property into a short-term rental	1	2	3	4	5	6
Short-term rentals should be regulated to mitigate impacts on neighborhoods (noise, parking, etc.)	1	2	3	4	5	6
There should be a maximum number of short-term rentals allowed in a community	1	2	3	4	5	6
The County should be more proactive about enforcing all property codes	1	2	3	4	5	6
Code enforcement should focus only on the most serious complaints (illegal activities, health/safety issues)	1	2	3	4	5	6
Property owners should be allowed to do whatever they want on their properties, regardless of impacts on others	1	2	3	4	5	6

16. Please indicate to what degree you would support or oppose each of the following approaches to fire and medical emergency response in the county.

	<u>Strongly support</u>	<u>Somewhat support</u>	<u>Somewhat oppose</u>	<u>Strongly oppose</u>	<u>Don't know</u>
The County should maintain current response times and costs	1	2	3	4	5
The County should accept longer response times at lower cost	1	2	3	4	5
The County should strive to shorten response times, even if that requires additional taxes or fees	1	2	3	4	5

The Mariposa County 2023 Community Survey

Our last questions are about you and your household.

Again, all of your responses to this survey are confidential and no identifying information will be shared.

D1. In general, how many times do you:

	Several <u>times a day</u>	Once <u>a day</u>	A few times <u>a week</u>	Every <u>few weeks</u>	Less often <u>or never</u>	Don't <u>know</u>
Access the internet from your home using a computer, laptop, or tablet computer	1	2	3	4	5	6
Access the internet from your cell phone.....	1	2	3	4	5	6
Visit social media sites such as Facebook, Twitter, Nextdoor, etc.	1	2	3	4	5	6
Use or check email.....	1	2	3	4	5	6
Share your opinions online.....	1	2	3	4	5	6
Shop online	1	2	3	4	5	6

D2. Please rate your overall health.

☐ Excellent ☐ Very good ☐ Good ☐ Fair ☐ Poor

D3. What impact, if any, do you think the economy will have on your family income in the next 6 months?

Do you think the impact will be:

☐ Very positive ☐ Somewhat positive ☐ Neutral ☐ Somewhat negative ☐ Very negative

D4. How many years have you lived in Mariposa County?

☐ Less than 2 years
☐ 2-5 years
☐ 6-10 years
☐ 11-20 years
☐ More than 20 years

D5. Which best describes the building you live in?

☐ Single-family detached home
☐ Townhouse or duplex (may share walls but no units above or below you)
☐ Condominium or apartment (have units above or below you)
☐ Mobile home
☐ Other

D6. Do you rent or own your home?

☐ Rent
☐ Own

D7. About how much is your monthly housing cost for the place you live (including rent, mortgage payment, property tax, property insurance, and homeowners' association (HOA) fees)?

☐ Less than \$300 ☐ \$2,500 to \$3,999
☐ \$300 to \$599 ☐ \$4,000 to \$6,999
☐ \$600 to \$999 ☐ \$7,000 to \$9,999
☐ \$1,000 to \$1,499 ☐ \$10,000 or more
☐ \$1,500 to \$2,499

D8. Do any children 17 or under live in your household?

☐ No ☐ Yes

D9. Are you or any other members of your household aged 65 or older?

☐ No ☐ Yes

D10. How much do you anticipate your household's total income before taxes will be for the current year? (Please include in your total income money from all sources for all persons living in your household.)

☐ Less than \$25,000 ☐ \$100,000 to \$149,999
☐ \$25,000 to \$49,999 ☐ \$150,000 to \$199,999
☐ \$50,000 to \$74,999 ☐ \$200,000 to \$299,999
☐ \$75,000 to \$99,999 ☐ \$300,000 or more

D11. Are you of Hispanic, Latino/a/x, or Spanish origin?

☐ No ☐ Yes

D12. What is your race? (Mark one or more races to indicate what race you consider yourself to be.)

☐ American Indian or Alaskan Native
☐ Asian
☐ Black or African American
☐ Native Hawaiian or Other Pacific Islander
☐ White
☐ A race not listed

D13. In which category is your age?

☐ 18-24 years ☐ 55-64 years
☐ 25-34 years ☐ 65-74 years
☐ 35-44 years ☐ 75 years or older
☐ 45-54 years

D14. What is your gender?

☐ Woman
☐ Man
☐ Identify in another way → go to D14a

D14a. If you identify in another way, how would you describe your gender?

☐ Agender/I don't identify with any gender
☐ Genderqueer/gender fluid
☐ Non-binary
☐ Transgender man
☐ Transgender woman
☐ Two-spirit
☐ Identify in another way

Thank you!

Please return the completed survey in the postage-paid envelope to:
National Research Center, Inc., PO Box 549, Belle Mead, NJ 08502



May 2023

Dear Mariposa County Resident:

Please help us shape the future of Mariposa County! You have been selected at random to participate in the 2023 Mariposa County Community Survey. **If you've already completed the survey online, thank you. Please do not respond twice.**

Please take a few minutes to fill out the enclosed survey. Your participation in this survey is very important—especially since your household is one of only a small number being surveyed. Your feedback will help the Mariposa County government make decisions that affect our county.

A few things to remember:

- **Your responses are confidential and no identifying information will be shared.**
- In order to hear from a diverse group of residents, the adult 18 years or older in your household who most recently had a birthday should complete this survey.
- **You may return the survey by mail in the enclosed postage-paid envelope, or you can complete the survey online at:**

<https://polco.us/xxplaceholder>

Please do not share your survey link. This survey is for randomly selected households only. The County will conduct a separate survey that is open to all residents just a few weeks from now.

If you have any questions about the survey, please call 209-966-3222 or email info@mariposacounty.org for more information.

Thank you for your time and participation!

Sincerely,

A handwritten signature in blue ink, appearing to read "J. Dallin Kimble".

J. Dallin Kimble
County Administrative Officer



MARIPOSA COUNTY

Board of Supervisors



RESOLUTION - ACTION REQUESTED 2023-498

MEETING: September 12, 2023

TO: The Board of Supervisors

FROM: Jeremy Brieze, Sheriff

RE: Adopt a Resolution Approving the Submission of Strategic Growth Council's Community Resilience Center (CRC) Program FY 2022-2023 Grant; and Authorize the Director of the Office of Emergency Services to Sign the Application, Standard Agreement, Letter of Commitment, and Any Other Documents Related to the CRC Program (Approved as to Legal Form by County Counsel)

RECOMMENDATION AND JUSTIFICATION

Adopt a Resolution Approving the Submission of Strategic Growth Council's Community Resilience Center (CRC) Program FY 2022-2023 Grant; and Authorize the Director of the Office of Emergency Services to Sign the Application, Standard Agreement, Letter of Commitment, and Any Other Documents Related to the CRC Program (Approved as to Legal Form by County Counsel).

A Community Resilience Center is a living building that provides services and programs for the residents of the community both during emergencies and non-emergency times. This includes; Evacuation Center for Mass Sheltering, Small and Large Animal Evacuation Space, Warming and Cooling Centers, Air Respite Centers, Food and Supply Distributions, Emergency Briefings and Town Hall meetings, Red Cross Locations and many more.

To ensure a smooth transition of grant funds, we are requesting the Sheriff be authorized to sign these documents.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The board has approved grant applications in the past.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Mariposa County would miss out on the opportunity to create a space for a Community Resiliency Center.

FINANCIAL IMPACT

This grant has no match component, there would be no impact to the General Fund.

ATTACHMENTS

1. CRC Powerpoint Presentation
2. Community Resilience Centers Program_ Round 1 Planning Grant Application
3. CRC Resolution



MARIPOSA COUNTY

Board of Supervisors



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VOTE RESULT

RESULT: **Adopted (UNANIMOUS)**

MOVER: District I Supervisor Rosemarie Smallcombe

SECONDER: District II Supervisor Shannon Poe

AYES: District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe



MARIPOSA COUNTY

Community Resilience Centers

CRC Project What is a CRC?

- A **Community Resilience Center** is a living building that provides services and programs to the residents of the community both during emergencies and non-emergency times.
- **During Emergencies**
 - Evacuation Center for Mass Sheltering
 - Central California Animal Disaster Team (CCADT) Location
 - A. Small Animals
 - B. Large Animals
 - Warming and Cooling center
 - Air Respite Center
 - Food and Supply Distribution
 - Emergency briefings and town hall meetings
 - Local Assistance Centers (LAC)
 - Red Cross Location

CRC Project What is a CRC?

- **Non-Emergencies**
 - Attend job trainings
 - Educational College Level Courses
 - Celebrate a special occasion
 - Learn new skills, Obtain a GED
 - Receive programs and services from various providers
 - Revenue Generation – leasing of office space, classroom and conference room(s) for governmental and non-profit participants

CRC Project Goals

- Through information gathered from the various committees and the public in Programming Meetings, the goals of the CRC facilities will be developed.
- *Example* goals of each facility:

North County:

- HHSA satellite offices, JCF satellite clinic, MotherLode Job Training, Educational Trainings, Evacuation Center, Cooling/Warming Center, etc.

South County:

- Evacuation Center, Cooling/Warming Center, FSC office space, RCD office space, Job trainings, College Level Classes, Conferences, Events, and expansion “campus” with Animal Control Unit, ICC, Training Facility, etc.

CRC Project Initial Steps

- In July 2020 Mariposa's planning process publicly launched a community forum to understand residents' interests and needs relating to recreation and resiliency.
- In 2023 Mariposa County participated in a Market Study that identified the community's areas of concern for resiliency.
- Similar to this forum we will need to define the following from the community:
 - **What are the goals we want to achieve with these CRC buildings?**
 - **What programs, services, activities should be provided in our CRC?**
 - **What spaces and outside amenities should be included?**
 - **Where should a CRC be located? (Are there any grant restrictions that would apply?)**
- It is vital to get community input on these questions. This will be a community building and for it to be successful, supported and sustainable, we need a building that fit the community needs.

CRC Project Initiation

- The initial steps in creating our CRC building include the following:
 - Create a robust community engagement plan with an Advisory Committee, Community Stakeholder Committee and Operational Stakeholder Committee.
 - Hold several public meetings with these various committees and the community to get their input on what features and services should be included in a CRC building.
 - Work with Architects to put together a Programming Document
 - Form partnerships with various organizations in the Community
 - Solicit and identify properties for (2) CRC Facilities
 - Conduct required environmental studies
 - Develop facility construction plans and specifications for the (2) CRCs

CRC Project Committee Structure

- The goals of the organizational structure for the CRC project are to:
 - Create a structure that is efficient and inclusive.
 - Ensure all segments of the community are represented and provided the opportunity to have a voice in the process
 - Complete the tasks on time and within the allocate budget
- **Advisory Committee:**

Provide high level of oversight and guidance for the project. The committee includes a Project Manager along with other key County staff.
- **Community Stakeholder Advisory Committee:**

It is the responsibility of this group to ensure that services and programs wanted in the community were communicated to the Architect and Advisory Committee.

CRC Project Committee Structure

- **Operational Stakeholders Advisory Committee:**

This committee will consist of representatives from various agencies that might partner in providing services and programs at the Community Resilience Centers.

- **Community At-Large:**

The most important group. Besides meeting with the community during the initial planning stages of the grant, during the programming document development stage, we will engage the community again. We will hold meetings with the community that also includes the Architects and County staff. These meetings need to be held in both North and South County.

CRC Project Programming Document

Programming Document

- A Programming Document provides the blueprint for both the owners and the Architects as to what functions/activities are going to take place inside and outside the building.
- This information is then translated into the following:
 - Programs and Services that people want to see in the CRC building
 - Type and size of the spaces and amenities wanted/needed
 - Size of the overall building and outside spaces
 - Preliminary cost estimates

CRC Project
Funding

How do we fund
these projects?



CALIFORNIA
STRATEGIC
GROWTH
COUNCIL

Community Resilience Centers (CRC) Program

- **CRC Planning Grant \$100,000 – \$500,000 * (\$5m)**
 - Community Needs Assessment
 - Identify & Prepare Potential Project Sites
 - Complete Fiscal Analysis for development, construction & maintenance costs
- **CRC Project Development Grant \$500,000 - \$5m (\$9.6m)**
 - Site assessments, design, surveys, permits & acquisitions
 - Critical infrastructure, water, energy, broadband, etc.
- **CRC Implementation Grant \$1m – \$10m (\$84m)**
 - Construct, retrofit, and/or upgrade CRC facility
 - Develop campus amenities near facility

All grants have a zero-cost share, no match component

CRC Project

QUESTIONS?

← Back (<https://cagovopr-crc.submittable.com/submit>)

English

 Raquel Sandoval ▾

 ([https://www.submittable.com/help/submitter?](https://www.submittable.com/help/submitter?orgId=25061)
[orgId=25061](https://www.submittable.com/help/submitter?orgId=25061)) 

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(<https://sgc.ca.gov>)



Community Resilience Centers Program: Round 1 Planning Grant Application

Ends on Tue, Sep 19, 2023 12:00 AM

Thank you for your interest in applying to California Strategic Growth Council's (SGC) Community Resilience Centers (CRC) Planning Grant! Planning Grants range from \$100,000-500,000 each for activities including planning and pre-development, community engagement and coordination, and site preparation.

For more information about the CRC program and other grant types, please reference:

- CRC Website: <https://sgc.ca.gov/programs/community-resilience-centers/> (<https://sgc.ca.gov/programs/community-resilience-centers/>)
- CRC Guidelines: https://sgc.ca.gov/meetings/council/2023/04-26/docs/20230426-Item5a_Attachment_A_CRC_Guidelines.pdf (https://sgc.ca.gov/meetings/council/2023/04-26/docs/20230426-Item5a_Attachment_A_CRC_Guidelines.pdf)
- CRC Grant Type Guide: https://sgc.ca.gov/programs/community-resilience-centers/docs/20230519-CRC_Grant_Type_Guide.pdf (https://sgc.ca.gov/programs/community-resilience-centers/docs/20230519-CRC_Grant_Type_Guide.pdf)
- CRC Round 1 Application Materials: <https://sgc.ca.gov/programs/community-resilience-centers/resources/application.html> (<https://sgc.ca.gov/programs/community-resilience-centers/resources/application.html>)

All CRC Planning Grants are due via Submittable by no later than 11:59 p.m. PST on Monday, September 18, 2023. Please note that this application includes several components:

- Applicants must complete all required sections of the online form via Submittable.
- Applicants must also download, complete, and reupload required application components (e.g. Community Engagement Plan, Workbook with Workplan and Budget).
- Applicants may reference other CRC application materials as relevant, although these are not required for Planning Grant applications (e.g. Partnership Agreement).

Before you begin, a few items to keep in mind:

- Once you create a Submittable account to begin a specific CRC grant type application (e.g. CRC Planning Grant), you can share log-in credentials with other partners to work on a shared application.
- Submittable allows you to save progress along the way, so you can begin and come back to the application over time.
- If you decide to instead apply for a different CRC grant type (e.g. switching from Planning Grant to Project Development Grant), you will have to begin a new application in the new project (Project Development) and re-

enter your information.

- **If you have questions about Submittable, please contact:**

<https://submittable1.my.site.com/submittablehelp/s/14873512>

(<https://submittable1.my.site.com/submittablehelp/s/14873512>).

As you work on your application, please keep in mind:

- Instructions are included throughout this application on how to complete the Planning Grant Application.
- Additional reference documents to support the development of your application can be found on the [CRC Current Application Materials Webpage \(https://sgc.ca.gov/programs/community-resilience-centers/resources/application.html\)](https://sgc.ca.gov/programs/community-resilience-centers/resources/application.html).
- Application technical assistance (TA) is offered on a competitive, prioritized basis. Due to limited resources, these requests were due 6/23/2023. CRC program staff and the TA provider will assign which applicants receive TA.
- CRC program staff are creating online videos detailing each grant type. Please reference the [CRC Round 1 Application Webinar Series \(https://www.youtube.com/playlist?list=PLf5RC7hfW6TShcCNMUWuQ2ZI50BXVSxyE\)](https://www.youtube.com/playlist?list=PLf5RC7hfW6TShcCNMUWuQ2ZI50BXVSxyE) to better understand each specific grant type.
- CRC program staff will host virtual office hours to invite interested applicants to ask questions and workshop issues. Please see our office hour schedule and register on the [CRC Program Resources page \(https://sgc.ca.gov/programs/community-resilience-centers/resources/\)](https://sgc.ca.gov/programs/community-resilience-centers/resources/).
- Given the lag time on website updates, please email the [CRC@sgc.ca.gov \(mailto:CRC@sgc.ca.gov\)](mailto:CRC@sgc.ca.gov) account for the fastest, most accurate, and most tailored guidance from the CRC program team. (Due to the high volume of interest, emailing the team inbox is recommended and typically faster than emailing individual staff members)

Thank you again for your interest in the CRC Round 1 Planning Grant!

The CRC program team is excited to review applications and support applicants in this process. Please keep an eye out for additional resources and surveys to ensure the CRC program best adjusts to meet community needs in future funding rounds.

Warmly,

The CRC Team (Coral, Dora, Jess, Jessica, and Lisa)

 [Manage Collaborators](#)

How to invite team members to collaborate on your application.

- Click on Manage Collaborators. A Dialog box will appear, asking you to enter the email addresses of your collaborators. Enter those addresses, then click Invite.
- Invited collaborators will receive an email, letting them know you have invited them to collaborate on a draft submission using Submittable. In order to communicate with collaborators through the Submittable platform, all invitees must accept the invite BEFORE the owner of the submission (that's you!) hits Submit.
- After you have sent invitations to collaborate, you can click on the 'Invite Collaborators' link again anytime to see the status of your invitations. In the row for each invitee who has not yet accepted their invitation, you will see a Pending indication. There will also be a trash can next to each person's name so that the Submission Owner can remove anyone that they no longer want to collaborate on the submission.

Follow this link for additional information (<https://submittable.help/en/articles/3654810-how-can-i-invite-people-to-collaborate-with-me-on-a-submission>).

Section 1: Main Application

Applicants must answer the questions and upload the documents described below marked as required. All required fields have Response Required text below the question.

1.1 Applicant Information and Eligibility

Applicants must answer the questions below to demonstrate eligibility of the lead and co-applicants. Only eligible applications will advance to the Interagency Review.

1. Lead Applicant Organization Name *

Mariposa County Sheriff's Office of Emergency Services

Response required

2. Lead Applicant Mailing Address *

PO Box 276

Response required

2a. Lead Applicant City *

Mariposa

Response required

2b. Lead Applicant State (start typing to find the name of your state) *

California

X

▼

Response required

2c. Lead Applicant Zip Code (5 character limit) *

95338

5 / 5 characters

Response required

3. Lead Applicant/Organization Type

Please note that additional requirements apply to proposals with a Lead Applicant from the private sector to ensure public access and community input. Additional requirements also apply to proposals with a public agency as a Lead Applicant. (*Please reference [Section 6.2: Eligible Applicant Types](https://sgc.ca.gov/meetings/council/2023/04-26/docs/20230426-Item5a_Attachment_A_CRC_Guidelines.pdf#page=34) (https://sgc.ca.gov/meetings/council/2023/04-26/docs/20230426-Item5a_Attachment_A_CRC_Guidelines.pdf#page=34) in the CRC R1 Final Guidelines, and the "Applicant Eligibility" questions in the Required Components Section of this application to upload your required documentation.*)

Select all that apply. *

- ☐ CA Native American Tribe or tribal-serving organization.
- ☐ Community-based organization (CBO), community-serving facility, and/or direct service provider.
- ☐ Community development finance institution (CDFI) or community development center (CDC).
- ☒ Emergency management, response, preparedness, and/or recovery support organization.
- ☐ Local or regional government, including cities, counties, community choice aggregators, joint powers authorities, councils of government, special districts, schools, and libraries.
- ☐ Nonprofit, 501c3, including faith-based organizations or entities.
- ☐ Philanthropic organization or foundation.
- ☐ Private sector or consultants.
- ☐ Small business.
- ☐ Other.

Response required

4. Are you the best point of contact for this application? *

- ☒ Yes
- ☐ No

Response required

NOTE: The notifications about this program will be sent to the email associated with the Submittable account used to apply to this program.

4a. Main Point of Contact Phone *

 +1 209 966 3615

Response required

5. What is the size of your organization (number of employees)? *

1-5  

Response required

6. Proposal Name *

Mariposa County Community Resilience Center

Response required

7. Please select the County that your project is located in. *

Mariposa



Response required

If your project spans multiple counties, please select the primary county that the project focuses on and provide additional detail in the description of the planning area, in Narrative Question 1 in Section 3.1 CRC Vision and Objectives of this application.

8. Does your project span across other counties? *

- ☐ Yes
- ☒ No

Response required

9. Have you identified any partners that will be involved in the proposed project? *

- ☒ Yes
- ☐ No

Response required

Co-Applicant Information

Partner 1

Organization Name (Partner 1) *

Mariposa County Planning Department

Response required

Entity Type (Partner 1) *

Local or regional government, including cities, counties, community choice aggregators, joint powers authorities, co



Response required

Main Point of Contact (Partner 1) *

First Name

Hannah

Last Name

Harrison

Response required

Email (Partner 1) *

Response required

Mailing Address (Partner 1) *

Country



Address

Address Line 2 (optional)

City

State, Province, or Region

Zip or Postal Code

Response required

Do you have additional partners?

- ☐ Yes
- ☒ No

Response required

10. If your project is not recommended for award, do you want us to share details about your proposal with relevant State climate grant programs and other funders? *

- ☒ Yes
- ☐ No

Response required

Section 2: Required Components

Requirements and Guidance:

- Applicants must answer the questions and upload the documents described below to provide additional supporting documentation and to demonstrate that they meet all CRC Planning Grant Program Thresholds

documentation and to demonstrate that they meet all CRC Planning Grant Program Thresholds.

- Only completed applications that meet all Program Thresholds will advance to the Interagency Review.
- Some of the responses and documents below will also be reviewed under the relevant scoring criteria.
- Please reference Section 3 Planning Grants (https://sgc.ca.gov/meetings/council/2023/04-26/docs/20230426-Item5a_Attachment_A_CRC_Guidelines.pdf#page=17), Section 6 Eligibility (https://sgc.ca.gov/meetings/council/2023/04-26/docs/20230426-Item5a_Attachment_A_CRC_Guidelines.pdf#page=31), Section 9.3 Program Thresholds (https://sgc.ca.gov/meetings/council/2023/04-26/docs/20230426-Item5a_Attachment_A_CRC_Guidelines.pdf#page=57) and Section 9.4 Scoring Criteria (https://sgc.ca.gov/meetings/council/2023/04-26/docs/20230426-Item5a_Attachment_A_CRC_Guidelines.pdf#page=58) in the CRC R1 Final Guidelines.

2.1 Application Workbook

1. Application Workbook

Applicants must provide an Application Workbook using the template provided in the downloadable document below. The template includes a detailed Workplan and Budget outlined by task and cost category. The Workplan should have clear timelines, discrete tasks, and detailed deliverables, and Budget line items should clearly align with the tasks described in Workplan.

Applicants should fill in the white cells only and should not edit any shaded cells. Please ensure the workplan and budget demonstrate a clear understanding of local community strengths, technical needs, and various strategies. (Please reference Section 9.4 Scoring Criteria (https://sgc.ca.gov/meetings/council/2023/04-26/docs/20230426-Item5a_Attachment_A_CRC_Guidelines.pdf#page=58), Section 3.2 Eligible Planning Activities (https://sgc.ca.gov/meetings/council/2023/04-26/docs/20230426-Item5a_Attachment_A_CRC_Guidelines.pdf#page=18), Section 7.1 Eligible and Ineligible Costs (https://sgc.ca.gov/meetings/council/2023/04-26/docs/20230426-Item5a_Attachment_A_CRC_Guidelines.pdf#page=39), and Section 10.1 Funding Availability and Award Amounts (https://sgc.ca.gov/meetings/council/2023/04-26/docs/20230426-Item5a_Attachment_A_CRC_Guidelines.pdf#page=66) in the CRC R1 Final Guidelines.)

Steps to Complete and Upload the Application Workbook:

1. Download the Application Workbook (Excel document) (https://sgc.ca.gov/programs/community-resilience-centers/data/20230714-CRC_R1_PG_Application_Workbook.xlsx).
2. Complete and reupload your Workbook to Submittable in the file upload field provided below.
3. Please rename your file using the following naming convention before uploading: [Lead Applicant_Proposal Name]_PG Application Workbook
4. If you experience any difficulty with workbook formatting, formulas, or functionality, contact CRC@sgc.ca.gov (<mailto:CRC@sgc.ca.gov>).

Please upload the completed Application Workbook below. *

Choose File

Upload a file. No files have been attached yet.

Acceptable file types: .csv, .xls, .xlsx

Response required

1a. Please upload any supporting documentation for the Budget outlined in your workbook.

Requirements and Guidance:

- Please note, quotes must be provided for the purchase of any electronics or equipment above \$5,000, and for subcontractors above \$100,000.
- Please rename your files using the following naming convention before uploading: [Lead Applicant_Proposal Name]_[File Name]

Please upload supporting documents below.

Choose File

Select up to 5 files to attach. No files have been attached yet. You may add 5 more files.

Acceptable file types: .csv, .docx, .pdf, .jpg, .jpeg, .png, .xlsx

Optional response

What is the total amount of SGC CRC Funds you are requesting for this Planning Grant project? *

\$ 500000 USD

Response required

Please reference [Section 10.1 Funding Availability and Award Amount](https://sgc.ca.gov/meetings/council/2023/04-26/docs/20230426-Item5a_Attachment_A_CRC_Guidelines.pdf#page=66) (https://sgc.ca.gov/meetings/council/2023/04-26/docs/20230426-Item5a_Attachment_A_CRC_Guidelines.pdf#page=66) in the *CRC R1 Final Guidelines*.

2.2 Applicant Eligibility

The CRC Planning Grant Lead Applicant must be an eligible entity and demonstrate commitment to a signed Partnership Agreement for their future Collaborative Stakeholder Structure by end of year one of the grant term. Please provide the following information to demonstrate this commitment. (Please reference [Section 6.2 Eligible Applicant Types](https://sgc.ca.gov/meetings/council/2023/04-26/docs/20230426-Item5a_Attachment_A_CRC_Guidelines.pdf#page=34) (https://sgc.ca.gov/meetings/council/2023/04-26/docs/20230426-Item5a_Attachment_A_CRC_Guidelines.pdf#page=34) in the *CRC R1 Final Guidelines*.)

1. Is the lead applicant a public agency? *

- ☒ Yes
☐ No

Response required

1a. Please upload evidence of a passed formal resolution that includes authorization to apply for and accept a CRC Planning Grant, and authority to execute all related documents if awarded.**Requirements and Guidance:**

- Please rename your file using the following naming convention before uploading: [Lead Applicant_Proposal Name]_Passed Formal Resolution
- Please reference [Section 6.2 Eligible Applicant Types](https://sgc.ca.gov/meetings/council/2023/04-26/docs/20230426-Item5a_Attachment_A_CRC_Guidelines.pdf#page=34) (https://sgc.ca.gov/meetings/council/2023/04-26/docs/20230426-Item5a_Attachment_A_CRC_Guidelines.pdf#page=34) in the *CRC R1 Final Guidelines*, and refer to the [Sample Resolution Letters](https://sgc.ca.gov/programs/community-resilience-centers/data/20230714-Sample_Resolution_Letters.pdf) (https://sgc.ca.gov/programs/community-resilience-centers/data/20230714-Sample_Resolution_Letters.pdf).

Please upload the Passed Formal Resolution below. *

Choose File

Select up to 5 files to attach. No files have been attached yet. You may add 5 more files.

Acceptable file types: .csv, .docx, .pdf, .jpg, .jpeg, .png, .xlsx

Response required

2. Is a Co-Applicant(s) a public agency? *

- ☒ Yes
☐ No

Response required

2a. Please upload a letter of support from the public agency or agencies, describing their commitment to supporting the completion of the Planning Grant.

Requirements and Guidance:

- Please rename your file(s) using the following naming convention before uploading: [Lead Applicant_Proposal Name]_[Co-Applicant Name]_Letter of Support
- Please reference Section 6.2 Eligible Applicant Types (https://sgc.ca.gov/meetings/council/2023/04-26/docs/20230426-Item5a_Attachment_A_CRC_Guidelines.pdf#page=34) in the CRC R1 Final Guidelines.

Please upload your Letter(s) of Support below. *

Choose File

Select up to 5 files to attach. No files have been attached yet. You may add 5 more files.

Acceptable file types: .csv, .doc, .docx, .pdf, .jpg, .jpeg, .png, .xls, .xlsx

Response required

3. Is the Lead Applicant a private entity, including private sector or consultant, private philanthropic organization, or another for-profit entity? *

- ☐ Yes
☒ No

Response required

4. As the Lead Applicant, if awarded do you commit to a signed Partnership Agreement by the end of year one of the grant term for your Collaborative Stakeholder Structure? *

- ☒ Yes
☐ No

Response required

(Please refer to the Collaborative Stakeholder Structure Partnership Agreement Template (https://sgc.ca.gov/programs/community-resilience-centers/data/20230714-CRC_R1_Partnership_Agreement_Template.docx)).

2.3 Facility Eligibility

CRC Planning Grant Applicants must be able to demonstrate an ability to gain site control for all proposed sites within the Grant Term (if awarded). Please provide the following information to demonstrate this. *(Please reference [Section 6.1 Eligible Facility Types](https://sgc.ca.gov/meetings/council/2023/04-26/docs/20230426-Item5a_Attachment_A_CRC_Guidelines.pdf#page=33) (https://sgc.ca.gov/meetings/council/2023/04-26/docs/20230426-Item5a_Attachment_A_CRC_Guidelines.pdf#page=33) and [Appendix E: Site Control](https://sgc.ca.gov/meetings/council/2023/04-26/docs/20230426-Item5a_Attachment_A_CRC_Guidelines.pdf#page=94) (https://sgc.ca.gov/meetings/council/2023/04-26/docs/20230426-Item5a_Attachment_A_CRC_Guidelines.pdf#page=94) in the CRC R1 Final Guidelines.)*

1. Do you currently have site control for all proposed sites in your CRC Project? *

- ☐ Yes
- ☒ No

Response required

Please reference [Section 6.1 Eligible Facility Types](https://sgc.ca.gov/meetings/council/2023/04-26/docs/20230426-Item5a_Attachment_A_CRC_Guidelines.pdf#page=33) (https://sgc.ca.gov/meetings/council/2023/04-26/docs/20230426-Item5a_Attachment_A_CRC_Guidelines.pdf#page=33) and [Appendix E: Site Control](https://sgc.ca.gov/meetings/council/2023/04-26/docs/20230426-Item5a_Attachment_A_CRC_Guidelines.pdf#page=94) (https://sgc.ca.gov/meetings/council/2023/04-26/docs/20230426-Item5a_Attachment_A_CRC_Guidelines.pdf#page=94) in the CRC R1 Final Guidelines.

1a. You have indicated that you currently do not have site control for all proposed sites in your CRC Project. If awarded, what methods do you plan to use to demonstrate site control within the grant term?

Please reference [Appendix E: Site Control](https://sgc.ca.gov/meetings/council/2023/04-26/docs/20230426-Item5a_Attachment_A_CRC_Guidelines.pdf#page=94) (https://sgc.ca.gov/meetings/council/2023/04-26/docs/20230426-Item5a_Attachment_A_CRC_Guidelines.pdf#page=94) in the CRC R1 Final Guidelines.

Please provide your answer below. (200 word limit) *

B *I* U    

If awarded, Mariposa County will proceed with the acquisition of prospected site(s) for the CRC within the grant term with full site control ultimately meeting the criteria outlined in the CRC R1 Final Guidelines, Appendix E: Site Control.

38 / 200 words

Response required

2.4 Planning Area Eligibility

1. CRC Planning Grants Applicants must be able to provide a clearly defined Planning Area with at least one identified, eligible site.

Requirements and Guidance:

- Please reference [Section 6.4 Planning Area and Site Identification](https://sgc.ca.gov/meetings/council/2023/04-26/docs/20230426-Item5a_Attachment_A_CRC_Guidelines.pdf#page=37) (https://sgc.ca.gov/meetings/council/2023/04-26/docs/20230426-Item5a_Attachment_A_CRC_Guidelines.pdf#page=37) in the CRC R1 Final Guidelines.
- Please refer to the **Planning Area Mapping Guide** located on the [CRC Current Application Materials Webpage](https://sgc.ca.gov/programs/community-resilience-centers/resources/application.html) (https://sgc.ca.gov/programs/community-resilience-centers/resources/application.html) for guidance on how to create a Planning Area Map.
- Please rename your file(s) using the following naming convention before uploading: [Lead Applicant Name_Proposal Name]_Planning Area Map_1 of [total # of Planning Area maps]

Please upload your Planning Area map below. *

Choose File

Select up to 5 files to attach. No files have been attached yet. You may add 5 more files.

Acceptable file types: .csv, .docx, .pdf, .jpg, .jpeg, .png, .xlsx

Response required

2. Please provide the coordinates of your proposed CRC Facility site(s) within your Planning Area.

	A	B	C
1	Site Name	Coordinates (Latitude, Longitude)	Address (if any)
2	Example: Strategic Growth Council	Example: (38.575868, -121.495389)	Example: 1400 Tenth Street Sacramento, CA 95814
3			
4			
5			
6			
7			
8			
9			
10			

3. Does your Planning Area cross municipal boundaries, federally recognized Tribal territory boundaries, or similarly relevant jurisdictional boundaries? *

- ☐ Yes
- ☒ No

Response required

2.5 Applicant Capacity

Each CRC Planning Grant Lead and Co-Applicant must demonstrate applicant capacity by demonstrating management, organizational, and financial capacity. *(Please reference [Section 8.4 Applicant Capacity](#) (https://sgc.ca.gov/meetings/council/2023/04-26/docs/20230426-Item5a_Attachment_A_CRC_Guidelines.pdf#page=49) in the CRC R1 Final Guidelines.)*

1. Please upload a Letter of Commitment from the Lead Applicant and each Co-Applicant, describing their role and commitment to supporting the completion of the CRC Planning Grant.

Requirements and Guidance:

- Please reference [Section 8.4 Applicant Capacity \(https://sgc.ca.gov/meetings/council/2023/04-26/docs/20230426-Item5a_Attachment_A_CRC_Guidelines.pdf#page=49\)](https://sgc.ca.gov/meetings/council/2023/04-26/docs/20230426-Item5a_Attachment_A_CRC_Guidelines.pdf#page=49) in the CRC R1 Final Guidelines.
- Please rename your file(s) using the following naming convention before uploading: [Lead Applicant_Proposal Name]_[Co-Applicant Name]_Partner Letter of Commitment

Please upload a letter of commitment from the Lead Applicant and each Co-Applicant below. *

Choose File

Select up to 5 files to attach. No files have been attached yet. You may add 5 more files.

Acceptable file types: .csv, .docx, .pdf, .jpg, .jpeg, .png, .xlsx

Response required

2. Lead Applicants and Co-Applicants must possess the financial capacity to receive funds, execute the grant, and sub-contract as needed.

Requirements and Guidelines:

- Please reference [Section 8.4 Applicant Capacity \(https://sgc.ca.gov/meetings/council/2023/04-26/docs/20230426-Item5a_Attachment_A_CRC_Guidelines.pdf#page=49\)](https://sgc.ca.gov/meetings/council/2023/04-26/docs/20230426-Item5a_Attachment_A_CRC_Guidelines.pdf#page=49) and [Section 9.4 Scoring Criteria \(https://sgc.ca.gov/meetings/council/2023/04-26/docs/20230426-Item5a_Attachment_A_CRC_Guidelines.pdf#page=58\)](https://sgc.ca.gov/meetings/council/2023/04-26/docs/20230426-Item5a_Attachment_A_CRC_Guidelines.pdf#page=58) in the CRC R1 Final Guidelines.
- Please rename your file(s) using the following naming convention before uploading: [Lead Applicant_Proposal Name]_[Lead Applicant or Co-Applicant Name]_[File Name]

Please upload the following documents to demonstrate financial capacity:

- **Financial Audits for each Lead and Co-Applicant:** Provide copies of current annual organizational budgets and a copy of recent financial statements.
- **Non-Profit Documentation:** If the Lead Applicant and/or Co-Applicants are a non-profit organization, please provide copies of the most recent Federal Form 990 and a copy of the organization's IRS 501 (c)(3) Tax Determination Letter (if relevant).
- **Audit Findings (last 5 years):** Any Applicant or Co-Applicant that has had an audit finding in the last five (5) years is required to submit it here in an official letter.

Please upload Financial Audits for each Lead and Co-Applicant *

Choose File

Select up to 10 files to attach. No files have been attached yet. You may add 10 more files.

Acceptable file types: .csv, .docx, .pdf, .jpg, .jpeg, .png, .xlsx

Response required

If relevant, please upload Non-Profit Documentation.

Choose File

Choose File

Select up to 10 files to attach. No files have been attached yet. You may add 10 more files.

Acceptable file types: .csv, .docx, .pdf, .jpg, .jpeg, .png, .xlsx

Response required if lead applicant is a non-profit organization.

Please upload Audit Findings (last 5 years)

Choose File

Select up to 10 files to attach. No files have been attached yet. You may add 10 more files.

Acceptable file types: .csv, .docx, .pdf, .jpg, .jpeg, .png, .xlsx

Response required

Section 3: Narrative Questions

Applicants must answer all of the questions below in order for their application to be scored. Applicants must also upload all required documents included in this section.

3.1 CRC Vision and Objectives

1. Planning Area

Please clearly describe the proposed Planning Area and proposed site(s). Describe the process used to select the Planning Area, including partners and local residents involved or consulted. If your project spans multiple counties, please explain how the project will focus on any specific communities within the broader area. (*Please reference [Section 6.4: Planning Area and Site Identification](https://sgc.ca.gov/meetings/council/2023/04-26/docs/20230426-Item5a_Attachment_A_CRC_Guidelines.pdf#page=37) (https://sgc.ca.gov/meetings/council/2023/04-26/docs/20230426-Item5a_Attachment_A_CRC_Guidelines.pdf#page=37), in the CRC R1 Final Guidelines.*) A map or screenshot of your Planning Area must be submitted in Section 2: Required Components.

Please provide your answer below. (200 word limit) *

B *I* U    

Limit: 200 words

Response required

2. Vision Statement

Please provide a Vision Statement for this CRC Planning Grant. The Vision Statement must reflect the CRC Planning Grant Program Objectives and approach. (*Please reference CRC R1 Final Guidelines, [Section 3.1 CRC Planning Grant Program Objectives](https://sgc.ca.gov/meetings/council/2023/04-26/docs/20230426-Objectives) (<https://sgc.ca.gov/meetings/council/2023/04-26/docs/20230426-Objectives>)*)

[Item5a Attachment A CRC Guidelines.pdf#page=17](#).)

Please provide your answer below. (150 word limit) *

B *I* U    

A CRC that can be activated 24 hours a day, 7 days a week to serve our community in the time of need for mass evacuations, warming and cooling centers, mass feedings, and food and supply distribution in one centralized location is what Mariposa County needs most. Utilizing our Senior Center, Libraries, School Gymnasiums, Places of Worship, and Fairgrounds in response to Emergencies and Disasters have been the only options when the need for response and recovery arises. The County currently rotates between said locations depending on the situation, disaster type and availability. Outdoors of the CRC would be the home base for an ICC, Mobile Communication Center, Animal Evacuation Center and space to station Cal-Fire crews, and PG&E and contractor trucks and equipment. When the CRC is not activated it will be utilized for workforce development, education, EM trainings, townhalls, and a resource for Public Health's vaccine clinics.

149 / 150 words

Response required

3. Program Objectives & Activities

Please describe how proposed activities will effectively advance all CRC Planning Grant Program Objectives and are eligible activities. (Please reference [Section 3.1 CRC Planning Grant Program Objectives](https://sgc.ca.gov/meetings/council/2023/04-26/docs/20230426-Item5a Attachment A CRC Guidelines.pdf#page=17) (<https://sgc.ca.gov/meetings/council/2023/04-26/docs/20230426-Item5a Attachment A CRC Guidelines.pdf#page=17>) and [Section 3.2 Eligible Planning Activities](https://sgc.ca.gov/meetings/council/2023/04-26/docs/20230426-Item5a Attachment A CRC Guidelines.pdf#page=18) (<https://sgc.ca.gov/meetings/council/2023/04-26/docs/20230426-Item5a Attachment A CRC Guidelines.pdf#page=18>) in the *CRC R1 Final Guidelines*.)

Please provide your answer below. (300 word limit) *

B *I* U    

Limit: 300 words

Response required

3.2 Community Profile and Engagement Plan

1. Community Profile and Community Resilience:

Describe the community or communities you serve and/or intend to serve through your proposed CRC project. Please also describe what local community resilience looks like in this neighborhood.

Requirements and Guidance:

- Descriptions may include, but are not limited to: population, education level, race and ethnicity, income, language, priority populations, and other community assets.
- Please identify and describe local priority populations, including strengths and opportunities. Please note that each CRC proposal must identify, work with, and intentionally serve the needs of priority populations in the proposed neighborhood

around the CRC facility.

- Please reference *Section 2.3 Neighborhood Scale: Priority Populations* (https://sgc.ca.gov/meetings/council/2023/04-26/docs/20230426-Item5a_Attachment_A_CRC_Guidelines.pdf#page=14), in the *CRC R1 Final Guidelines*.

Please provide your answer below. (500 word limit) *

B *I* U    

Mariposa County spans a total of 1,463 square miles with 47.3% of the land privately owned and 22% of the land is county owned. Within Mariposa County lies the following communities on the southern side of the county: the town of Mariposa, Bootjack, Ponderosa Basin, Lush Meadows, Jerseydale, Midpines, El Portal, Mt. Bullion, Bear Valley, and Catheys Valley. The Northern side of the county consists of communities such as; Don Pedro, Coulterville, and Greeley Hill. Mariposa County hosts a population of approximately 18,293 with 30% of the population being 65 years of age and older and on a fixed income, the median age is 52 years. Median household income is \$53,304 with 14% of the population at or near poverty level and 35% of the households with a disability and approximately 52 households without a vehicle and rely on county transportation.

141 / 500 words

Response required

2. Community Engagement to Date:

Please describe and summarize local community engagement to date that is relevant to your CRC Planning Grant proposal.

Requirements and Guidance:

- Please provide best available information: if neighborhood-level or community-level engagement data does not exist, please provide the next best scale which may be at the city or county-level.
- Please include who conducted the community engagement, methods used, and overall community priorities surfaced in that previous community engagement work.
- Please reference *Appendix C: Community Engagement* (https://sgc.ca.gov/meetings/council/2023/04-26/docs/20230426-Item5a_Attachment_A_CRC_Guidelines.pdf#page=87), in the *CRC R1 Final Guidelines*

Please provide your answer below. (200 word limit) *

B *I* U    

Starting in July 2020, Mariposa County launched a community forum to understand residents' interests and needs relating to recreation and resiliency.

21 / 200 words

Response required

3. Community Engagement Plan

Applicants must provide a Community Engagement Plan using the template provided in the downloadable document below. The template outlines the overall plan structure and information required for the Community Engagement Plan to ensure robust, meaningful, and culturally appropriate community engagement throughout all phases (design, application, implementation, and evaluation), a core component of the CRC Program. (Please reference *Appendix C: Community Engagement* (https://sgc.ca.gov/meetings/council/2023/04-26/docs/20230426-Item5a_Attachment_A_CRC_Guidelines.pdf#page=87), in the *CRC R1 Final Guidelines*.)

Steps to Complete the Community Engagement Plan Template:

1. Download the *Community Engagement Plan Template (word document)* (<https://sgc.ca.gov/programs/community->

[resilience-centers/data/20230714-CRC_R1_PG_Community_Engagement_Plan.docx](#)).

2. Complete, and reupload to Submittable in the file upload field provided below.
3. Please rename your file using the following naming convention before uploading: [Lead Applicant Name_Proposal Name]_PG Community Engagement Plan

Please upload the completed Community Engagement Plan below. *

Choose File

Upload a file. No files have been attached yet.

Acceptable file types: .doc, .docx, .pdf

Response required

4. Proposed Collaborative Stakeholder Structure Partners

Please describe proposed partners for the Collaborative Stakeholder Structure governing this proposed Planning Grant project. (Please reference [Section 6.3 Collaborative Stakeholder Structure \(https://sgc.ca.gov/meetings/council/2023/04-26/docs/20230426-Item5a_Attachment_A_CRC_Guidelines.pdf#page=35\)](https://sgc.ca.gov/meetings/council/2023/04-26/docs/20230426-Item5a_Attachment_A_CRC_Guidelines.pdf#page=35) in the CRC R1 Final Guidelines.)

Requirements and Guidance:

- Please include information including organization name and type, individuals and titles if relevant, past experience relevant for these proposed activities, and anticipated role in this CRC project if awarded.
- Please describe why this specific group of entities are well-suited to form a Collaborative Stakeholder Structure for this Planning Grant project and include details on previous history working together, if relevant. If these partners are new to working together, please briefly share how partners are beginning to build trusting relationships together.
- Please also describe any additional partnerships and relationships that will be pursued during the grant term to expand representation and impact, even if not formally included in the Collaborative Stakeholder Structure.

Please provide your answer below. (300 word limit) *

B *I* U    

Limit: 300 words

Response required

For Questions 5-9, please select which of the following apply to the proposed Collaborative Stakeholder Structure for this Planning Grant application.

Please reference CRC R1 Final Guidelines, [Section 9.4 Scoring Criteria \(https://sgc.ca.gov/meetings/council/2023/04-26/docs/20230426-Item5a_Attachment_A_CRC_Guidelines.pdf#page=58\)](https://sgc.ca.gov/meetings/council/2023/04-26/docs/20230426-Item5a_Attachment_A_CRC_Guidelines.pdf#page=58).

5. Lead Applicant

Does your proposed Collaborative Stakeholder Structure have as a Lead Applicant any of the following: a California Native American Tribe, an eligible entity having co-ownership with a California Native American Tribe, or an eligible entity established by a California Native American Tribe to undertake climate resilience projects?

Please select your response below. ^

- ☐ Yes
- ☐ No

Response required

6. Tribes and Tribal Communities

Does your proposed Collaborative Stakeholder Structure include a California Native American Tribe or Tribal communities?

Please select your response below. *

- ☐ Yes
- ☐ No

Response required

7. Priority Population Lived Experience

Does your proposed Collaborative Stakeholder Structure include at least one partner with experience relevant to priority populations?

Requirements and Guidance:

Experience here includes ***lived** experience* from a priority population.

- For example: a CSS member is a person that meets CalOES definition of “Access & Functional Needs” like having a disability, limited English proficiency, or relying upon public transit.
- *See full list in [Section 2.3 Priority Communities and Priority Populations](https://sgc.ca.gov/meetings/council/2023/04-26/docs/20230426-Item5a_Attachment_A_CRC_Guidelines.pdf#page=13) (https://sgc.ca.gov/meetings/council/2023/04-26/docs/20230426-Item5a_Attachment_A_CRC_Guidelines.pdf#page=13), in the CRC R1 Final Guidelines.*

Please select your response below. *

- ☐ Yes
- ☐ No

Response required

8. Expertise Serving Priority Populations

Does your proposed Collaborative Stakeholder Structure include at least one partner with expertise serving priority populations?

Requirements and Guidance:

Expertise here includes subject matter expertise, professional expertise like advocacy, and/or providing direct services and programs.

- For example: a CSS member organization conducts multilingual outreach and engagement, distributes food or resources to unhoused populations, or serves older adults with mobility and access needs.
- *See full list in [Section 2.3 Priority Communities and Priority Populations](https://sgc.ca.gov/meetings/council/2023/04-26/docs/20230426-Item5a_Attachment_A_CRC_Guidelines.pdf#page=13) (https://sgc.ca.gov/meetings/council/2023/04-26/docs/20230426-Item5a_Attachment_A_CRC_Guidelines.pdf#page=13), in the CRC R1 Final Guidelines.*

Please select your response below. *

- ☐ Yes
- ☐ No

Response required

9. Partners Advancing Program Objectives

Does your proposed Collaborative Stakeholder Structure include at least one partner with expertise on any of the following elements from the CRC Program Objectives:

- Workforce development
- Education, and training
- Local leadership and grassroots engagement
- Civic and community development
- Climate resilience awareness and activities

Please select your response below. *

- ☐ Yes
- ☐ No

Response required

3.3 Lead Applicant Capacity

1. Lead Applicant's Financial Capacity

Please describe the Lead Applicant's financial capacity, which includes the ability to receive funds, execute the grant if awarded, and subcontract to CSS partners as needed.

Requirements and Guidance:

- This should include sharable information about grant administrative capacity and references to similar roles and volume of funds, where appropriate.
- If the Lead Applicant has not yet received funds of this volume, please provide additional detail on how the Lead Applicant plans to prepare to execute the grant if awarded and subcontract to CSS partners as needed.
- Please reference Section 9.4 Scoring Criteria (https://sgc.ca.gov/meetings/council/2023/04-26/docs/20230426-Item5a_Attachment_A_CRC_Guidelines.pdf#page=59) in the CRC R1 Final Guidelines.

Please provide your answer below. (200 word limit) *

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Limit: 200 words

Response required

2. Management and Organizational Capacity

Please describe Lead Applicant's management and organizational capacity, which includes the readiness and capacity to implement the proposed work on time and within budget.

Requirements and Guidance:

- This should include information about organizational and decision-making structure, staff resources (FTE, interns, volunteers, other), staff roles in proposed planning activities, and relevant experience managing a collaborative or coalition.
- If the Lead Applicant has not yet managed or implemented a project of this scale before, please provide additional detail on how the Lead Applicant plans to fulfill these functions during the grant term if awarded.
- Please reference *Section 9.4 Scoring Criteria* (https://sgc.ca.gov/meetings/council/2023/04-26/docs/20230426-Item5a_Attachment_A_CRC_Guidelines.pdf#page=59), in the *CRC R1 Final Guidelines*.

Please provide your answer below. (200 word limit) *

B *I* U ☰ ☷ “ ↻

Limit: 200 words

Response required

3.4 Project Impact and Feasibility

CRC Planning Grants must demonstrate ability to build both climate resilience and community resilience. The following questions assess the specific neighborhood conditions around the proposed CRC site to understand how proposed activities meet demonstrated needs and opportunities.

1. Climate Resilience and Local Data

Applicants are required to describe and summarize local climate risks, exposures, and adaptation and resilience measures, both current and historic, relevant for this Planning Area. Please use this prompt for the next two questions.

Requirements and Guidance:

- To provide an initial baseline understanding of projected climate impacts in the area surrounding the proposed CRC site, please use Cal-Adapt's Local Climate Change Snapshot Tool to look up the proposed Planning Area and/or site(s) and upload the generated report produced by Cal-Adapt.
- Click [here](https://cal-adapt.org/tools/local-climate-change-snapshot/) (<https://cal-adapt.org/tools/local-climate-change-snapshot/>) to access Cal-Adapt's Local Climate Change Snapshot Tool. Please refer to the CRC R1_Cal-Adapt Instructions for Planning Grants located on the [CRC Current Application Materials Webpage](https://sgc.ca.gov/programs/community-resilience-centers/resources/application.html) (<https://sgc.ca.gov/programs/community-resilience-centers/resources/application.html>) for guidance on how to generate a Cal-Adapt report.
- Please add best available data (quantitative, qualitative, narrative, spatial), inclusive of regional, local, and/or community data and discuss gaps and needs for local priority populations. This may include neighborhood-level health, environmental, and/or emergency planning and response relevant to climate impacts in this Planning Area.
- Please rename your file(s) using the following naming convention before uploading: [Lead Applicant Name_Proposal Name]_Cal-Adapt_1 of [total # of Cal-Adapt reports]

1a. Please upload your generated report produced by Cal-Adapt below. Please submit best available data in this field as well. *

Choose File

Select up to 5 files to attach. No files have been attached yet. You may add 5 more files.

Acceptable file types: .csv, .docx, .pdf, .jpg, .jpeg, .png, .xlsx

Response required

1b. Accompanying Narrative

Please provide a brief narrative in response to the previous question and the data submitted above. Feel free to provide additional local community context relevant to climate impacts useful for application reviewers, if not already provided.

Please provide your response below (500 word limit). *

B *I* U    

Limit: 500 words

Response required

2. Demonstrated Need and Value of Proposed Activities

Please explain how the proposed activities will build local climate resilience and community resilience through anticipated project benefits and outcomes.

Requirements and Guidance:

- Please reference *Section 9.2 Application Components* (https://sgc.ca.gov/meetings/council/2023/04-26/docs/20230426-Item5a_Attachment_A_CRC_Guidelines.pdf#page=54), in the *CRC R1 Final Guidelines*.

Please provide your answer below. (500 word limit) *

B *I* U    

Limit: 500 words

Response required

3. Meaningful Benefits and Outcomes to Priority Populations

Please describe how the proposed strategies and activities will deliver meaningful benefits and outcomes to local priority populations. Please be as specific as possible.

Requirements and Guidance:

- Please reference *Section 2.3 Priority Communities and Priority Populations* (https://sgc.ca.gov/meetings/council/2023/04-26/docs/20230426-Item5a_Attachment_A_CRC_Guidelines.pdf#page=13), and *Appendix C: Community Engagement* (https://sgc.ca.gov/meetings/council/2023/04-26/docs/20230426-Item5a_Attachment_A_CRC_Guidelines.pdf#page=87) in the *CRC R1 Final Guidelines*.

Please provide your answer below. (200 word limit) *

B *I* U    

Limit: 200 words

Response required

4. Project Design and Feasibility

Please describe overall project design and connect to Project Vision Statement, Program Objectives, and specific community this grant intends to serve.

Requirements and Guidance:

- Provide a high-level budget narrative that summarizes the overall project costs.
- Please reference the Application Workbook budget and workplan you submitted in Section 2: Required Components.
- For each budget category, justify how and/or why the requested budget items help to meet the project deliverables.

Please provide your answer below. (500 word limit) *

B *I* U    

Limit: 500 words

Response required

5. Readiness Requirements for Future CRC Funding Rounds

Please demonstrate ability to directly meet readiness requirements for future CRC funding rounds and related opportunities.

Requirements and Guidance:

- This can include description of steps taken, like completing a facility condition assessment, initiating communication with relevant public agencies for permitting and emergency coordination, or other similar activities.
- *Please reference Section 9.4 Scoring Criteria (https://sgc.ca.gov/meetings/council/2023/04-26/docs/20230426-Item5a_Attachment_A_CRC_Guidelines.pdf#page=59) in the CRC R1 Final Guidelines.*

Please provide your answer below. (200 word limit) *

B *I* U    

Limit: 200 words

Response required

3.5 Additional Points

1. Priority Communities

Per statute, at the statewide-scale, SGC must prioritize CRC Projects located in and benefitting priority communities.

Requirements and Guidance:

- More information about [SB 535 Disadvantaged Communities](https://experience.arcgis.com/experience/1c21c53da8de48f1b946f3402fbae55c/page/SB-535-Disadvantaged-Communities/) (<https://experience.arcgis.com/experience/1c21c53da8de48f1b946f3402fbae55c/page/SB-535-Disadvantaged-Communities/>).
- View a [map of AB 1550-Designated Low-Income Communities](https://webmaps.arb.ca.gov/PriorityPopulations/) (<https://webmaps.arb.ca.gov/PriorityPopulations/>).
- The CRC Team will provide updated link to a shared mapping tool and/or additional link for census tract guidance on the [CRC Application Materials webpage](https://sgc.ca.gov/programs/community-resilience-centers/resources/application.html) (<https://sgc.ca.gov/programs/community-resilience-centers/resources/application.html>).
- *Please reference [Section 2.3 Priority Communities and Priority Populations](https://sgc.ca.gov/meetings/council/2023/04-26/docs/20230426-Item5a_Attachment_A_CRC_Guidelines.pdf#page=13) (https://sgc.ca.gov/meetings/council/2023/04-26/docs/20230426-Item5a_Attachment_A_CRC_Guidelines.pdf#page=13) in the CRC R1 Final Guidelines.*

Please select all of the following that apply to your project. You may select multiple options. *

- ☐ Located in and benefitting a SB 535 Disadvantaged Community (additional information above).
- ☐ Located in and benefitting a AB 1550-Designated Low-Income Community (additional information above).
- ☐ Located in and benefitting a census tract with a median household income less than 80% of the statewide average
- ☐ None of the above

Response required

2. Priority Communities

Please select all of the following that apply to your project. You may select multiple options.

Please select your response(s) below. *

- ☐ Located in and benefitting an unincorporated community.
- ☐ Located in and benefitting a rural community.
- ☐ None of the above.

Response required

3.6 Sharing Plan

1. Replicability and Usefulness to Other Communities

Please describe what elements of this project, if funded, are replicable and useful for other communities seeking CRC Planning Grant funds or activities. Propose a clear, effective plan for sharing relevant information while respecting confidentiality and sensitive information. (*Please reference [Section 9.4 Scoring Criteria](https://sgc.ca.gov/meetings/council/2023/04-26/docs/20230426-Item5a_Attachment_A_CRC_Guidelines.pdf#page=59) (https://sgc.ca.gov/meetings/council/2023/04-26/docs/20230426-Item5a_Attachment_A_CRC_Guidelines.pdf#page=59) in the CRC R1 Final Guidelines.*)

Please provide your answer below. (200 word limit) *

B *I* U    

Limit: 200 words

Response required

Section 4: Additional Documentation

1. Please upload any additional documentation needed to evaluate your application.

Additional uploads are optional and should only be included if they allow reviewers to assess your project based on eligibility or scoring criteria outlined in the application questions above. Please rename your file(s) using the following naming convention before uploading: [Lead Applicant_Proposal Name]_[File Name].

Please upload additional documentation below.

Choose File

Select up to 10 files to attach. No files have been attached yet. You may add 10 more files.

Acceptable file types: .csv, .docx, .pdf, .jpg, .jpeg, .png, .xlsx

Optional response

2. Please provide any relevant details regarding the additional documentation provided above. (300 word limit)

B *I* U    

Limit: 300 words

Optional response

You have finished completing the CRC: Round 1 Planning Grant Application!

Please go back and review your material and answers - please confirm that all attachments are correct, current, and appropriately titled. You will receive an e-mail confirmation when your application has been successfully submitted.

Please check your email to confirm receipt. If you do not receive a confirmation email, please:

- Check junk/spam filters for your email account
- Check which email address you used to set up your Submittable account
- Make sure you successfully submitted the application and it does not remain as a saved draft

If you do not receive the confirmation email, you will not receive other important information relevant to your CRC Round 1 Planning Grant application.

Save Draft

Submit

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(<mailto:webmaster@sgc.ca.gov>)

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**MARIPOSA COUNTY RESOLUTION NUMBER 2023-
ADOPT A RESOLUTION APPROVING THE SUBMISSION OF STRATEGIC GROWTH
COUNCIL'S COMMUNITY RESILIENCE CENTER (CRC) PROGRAM FY 2022-2023 GRANT,
AND AUTHORIZE THE DIRECTOR OF THE OFFICE OF EMERGENCY SERVICES TO SIGN
THE APPLICATION, STANDARD AGREEMENT, LETTER OF COMMITMENT, AND ANY
OTHER DOCUMENTS RELATED TO THE CRC PROGRAM (AS APPROVED TO FORM BY
COUNTY COUNSEL)**

WHEREAS, the California Strategic Growth Council (SGC), released a Notice of Funding (NOFA) on December 7, 2022 and updated that NOFA on April 26, 2023 for the Community Resilience Center (CRC) Program. Through this NOFA, SGC anticipates awarding \$5 million in Planning Grant funding, \$9.6 million in Project Development Grant funding, and \$84 million in Implementation funding for competitive Round 1 CRC grants; and

WHEREAS, Mariposa County (the "County") a political subdivision of the State of California (the "State"), is a Local government and eligible applicant to the CRC program; and

WHEREAS, SGC is prioritizing communities for the CRC Program Round 1 which are designated as disadvantaged and are within census tracts with a median household income less than 80% of the statewide average, and the County's census tracts qualify as disadvantaged; and

WHEREAS, the County has experienced multiple federally declared disasters in the past five years and can benefit from having a Center to provide shelter and resources during emergencies, such as wildfires, heat events, and poor air quality days; and

WHEREAS, an implementation goal of the County General Plan's Safety Element is to "Minimize risks to people and property during emergencies through pre-planning" and this goal would be furthered by the CRC Planning Grant process; and

WHEREAS, an SGC Planning Grant would allow the County to identify and prepare a project site for future development of a Community Resilience Center, complete fiscal analyses and studies, build capacity, and conduct community engagement; and

WHEREAS, the SGC Planning Grant will position the County to seek future funding opportunities to construct a Community Resilience Center, which would be open and accessible to the public, able to be activated seven days a week for heat waves and other emergencies, and able to provide overnight shelter in the event of disaster.

NOW THEREFORE BE IT RESOLVED, The County of Mariposa, a political subdivision of California, approves an application for \$500,000 to the California Strategic Growth Council FY22-23 Strategic Growth Council Community Resilience Center grant program and authorizes the Director of the Office of Emergency Services to sign the application, standard agreement, letter of commitment, and any other documents related to the CRC Program.

ON MOTION BY Supervisor _____, seconded by Supervisor _____, this resolution is duly passed and adopted this 12th day of September 2023 by the following vote:

AYES:

NOES:

EXCUSED:

ABSTAIN:

ATTEST:

Danielle Bondshu, Clerk of the Board

Miles Menetrey, Chair
Board of Supervisors

APPROVED AS TO FORM:

Steven W. Dahlem, County Counsel



MARIPOSA COUNTY

Board of Supervisors



Agenda Item – No Resolution Requested

MEETING: September 12, 2023
TO: The Board of Supervisors
FROM: Miles Menetrey, District V Supervisor
RE: Closed Session Public Employee Performance Evaluation; Department Head Review:
County Counsel

RECOMMENDATION AND JUSTIFICATION

Closed Session Public Employee Performance Evaluation; Department Head Review: County Counsel

☐ CONFERENCE WITH LEGAL COUNSEL:

☐ Existing Litigation:

☐ Disclosure will jeopardize existing settlement negotiations.

☐ Anticipated Litigation

☐ Significant exposure to litigation pursuant to subdivision (b) of Government Code section 54956.9.

Number of cases to be discussed:

☐ Initiating of litigation pursuant to subdivision (c) of Government Code section 54956.9.

Number of cases to be discussed:

☐ CONFERENCE WITH COUNTY LABOR NEGOTIATOR

Name of Employee Organization:

Name of County Designated Representative:

Title(s) of unrepresented individuals with whom negotiations are being conducted:

☐ PUBLIC EMPLOYEE EMPLOYMENT TITLE OR POSITION TO BE FILLED:

(Government Code Section 54957 (b) (1))

☒ PUBLIC EMPLOYEE PERFORMANCE EVALUATION

Position of employee under review: County Counsel
Section 54954.5)

(Government Code

☐ 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 the law enforcement agency involved:

Title of officer of a law enforcement agency:

[] LICENSE/PERMIT DETERMINATION

License or Permit applied for:

Number of license or permit applicants:

Name of applicant(s):

BACKGROUND AND HISTORY OF BOARD ACTIONS

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

FINANCIAL IMPACT

ATTACHMENTS

None



MARIPOSA COUNTY

Board of Supervisors



Agenda Item – No Resolution Requested

MEETING: September 12, 2023
TO: The Board of Supervisors
FROM: Miles Menetrey, District V Supervisor
RE: Closed Session Public Employee Performance Evaluation; Department Head Review:
Clerk of the Board

RECOMMENDATION AND JUSTIFICATION

☐ CONFERENCE WITH LEGAL COUNSEL:

☐ Existing Litigation:

☐ Disclosure will jeopardize existing settlement negotiations.

☐ Anticipated Litigation

☐ Significant exposure to litigation pursuant to subdivision (b) of Government Code section 54956.9.

Number of cases to be discussed:

☐ Initiating of litigation pursuant to subdivision (c) of Government Code section 54956.9.

Number of cases to be discussed:

☐ CONFERENCE WITH COUNTY LABOR NEGOTIATOR

Name of Employee Organization:

Name of County Designated Representative:

Title(s) of unrepresented individuals with whom negotiations are being conducted:

☐ PUBLIC EMPLOYEE EMPLOYMENT TITLE OR POSITION TO BE FILLED:

(Government Code Section 54957 (b) (1))

☒ PUBLIC EMPLOYEE PERFORMANCE EVALUATION

Position of employee under review: Clerk of the Board
54954.5)

(Government Code Section

☐ 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 the law enforcement agency involved:

Title of officer of a law enforcement agency:

[] LICENSE/PERMIT DETERMINATION

License or Permit applied for:

Number of license or permit applicants:

Name of applicant(s):

BACKGROUND AND HISTORY OF BOARD ACTIONS

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

FINANCIAL IMPACT

ATTACHMENTS

None



MARIPOSA COUNTY

Board of Supervisors



MEETING: September 12, 2023

TO: The Board of Supervisors

FROM: Steve Engfer, Planning Director

RE: Discussion and Direction request from Code Compliance Advisory Committee to Direct Staff to Initiate Projects: Abandoned Vehicle Abatement Program; Uniform Code for Abatement of Dangerous Buildings; and Amendments to Building Code, Ordinances and Resolutions

RECOMMENDATION AND JUSTIFICATION

Discussion and Direction request from Code Compliance Advisory Committee to Direct Staff to Initiate Projects: Abandoned Vehicle Abatement Program; Uniform Code for Abatement of Dangerous Buildings; and Amendments to Building Code, Ordinances and Resolutions

The Code Compliance Advisory Committee acted to recommend the Board direct staff to initiate projects to accomplish the following:

1. Abandoned Vehicle Abatement Program - Including any required program, procedures and code amendments
2. Adoption of the Uniform Code for Abatement of Dangerous Buildings - Including any required program, procedures and code amendments
3. Amendments to Building Code, Ordinances and Resolutions - including any required program, procedures and code amendments

Staff is seeking Board direction to initiate the projects which would require Planning and Building as lead staff and other county departments with purview over aspects of each of the three. The work would include preparing the necessary project details including program information, operating procedures, timelines and draft code edits, respectively. Upon completion of the drafts, there would be community engagement and synthesis of any feedback into each and subsequently work with the Planning Commission and ultimately the Board of Supervisors, as needed, for consideration of the recommendations and any policy directives and code amendments as may be required.

See the attachments for each recommendation for background information from the CCAC.

BACKGROUND AND HISTORY OF BOARD ACTIONS

Board Resolution No. 2021-331 June 8, 2021 Establishing the Code Compliance Advisory Committee.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Alternative- Direct staff to work on a variation of less than all three.

Negative Action- Staff work would not occur on the projects.

FINANCIAL IMPACT

ATTACHMENTS

- 1. Attachment 1- Abandoned Vehicle Abatement CCAC Draft Documents**
- 2. Attachment 2 UNIFORM CODE FOR ABATEMENT OF DANGEROUS BUILDINGS UHCADB**
- 3. Attachment 3 CCAC Recommended Changes to the Following Building Codes, Ordinances, and Resolutions**

Attachment 1

Abandoned Vehicle Abatement Program Preliminary Draft Documents From CCAC

MARIPOSA COUNTY RESOLUTION

A RESOLUTION OF THE BOARD OF SUPERVISORS OF MARIPOSA COUNTY, CALIFORNIA,
ESTABLISHING SERVICE AUTHORITY FOR ABANDONED VEHICLE ABATEMENT

RESOLVED, by the Board of Supervisors of the County of Mariposa, State of California, that:

WHEREAS, Sections 9250.7 and 22710 California Vehicle Code provide for the establishment of a Service Authority, and an Abandoned Vehicle Trust Fund, and a method of disbursement of funds to local agencies that participate in the Abandoned Vehicle Abatement Program; and

WHEREAS, the County of Mariposa, California, finds that abandoned, inoperable, wrecked, dismantled vehicles or parts thereof pose a health and safety hazard and are found to be public nuisances; and

WHEREAS, the County of Mariposa, California, finds that an Abandoned Vehicle Abatement Program is needed to provide for the proper removal and disposal of abandoned vehicles and assist law enforcement and code enforcement personnel in abatement of abandoned vehicles; and

WHEREAS, the County Abandoned Vehicle Abatement Service Authority will have the responsibility for implementing an abandoned vehicle removal program in Mariposa County, California

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors of the County of Mariposa requests that a Service Authority for abandoned vehicle abatement be established in County pursuant to the provisions of Section 22710 of the California Vehicle Code.

BE IT FURTHER RESOLVED, that the Board of Supervisors of the County of Mariposa directs that members of each participating agency shall serve as the Service Authority for abandoned vehicle abatement in the County of Mariposa.

BE IT FURTHER RESOLVED, that the city council/board of supervisors approves the Vehicle Abatement Plan of the Abandoned Vehicle Abatement Service Authority of the County of Mariposa and to impose a one dollar (\$1.00) vehicle registration fee. The fee imposed by the Service Authority shall remain in effect only for a period of ten years from the inception of the date that the actual collection of the fees commences.

PASSED AND ADOPTED by the Board of Supervisors, County
of Mariposa, this day, , by the following vote:

Mariposa County Abandoned Vehicle Abatement Service Authority Ordinance

Chapter

- § 8.32.010 Findings and Determination.
- § 8.32.020 Definitions.
- § 8.32.021 Public nuisance.
- § 8.32.022 Duty of landowners and occupants.
- § 8.32.030 Exemptions
- § 8.32.040 Provisions Not Exclusive.
- § 8.32.050 Administration and enforcement.
- § 8.32.060 Franchise empowered to enter private property.
- § 8.32.070 Administrative Costs
- § 8.32.080 Notice of intention to abate.
- § 8.32.081 Service of notice of intention to abate.
- § 8.32.085 Request for public hearing.
- § 8.32.090 Conduct of public hearings.
- § 8.32.095 Liability for costs.
- § 8.32.096 Accounting.
- § 8.32.097 Notice of hearing on accounting; waiver by payment.
- § 8.32.100 Hearing on accounting,
- § 8.32.110 Assignment of costs of removal.
- § 8.32.120 Absence From Hearings
- § 8.32.130 Removal of vehicles.
- § 8.32.140 Department of Motor Vehicles to be notified following removal.
- § 8.32.150 Removal of vehicles - Assessment and Collection of Costs
- § 8.32.160 Non-contested abandoned vehicle abatement; release authorizing removal.
- § 8.32.170 No duty to enforce.
- § 8.32.180 Severability.

§ 8.32.010 FINDINGS AND DETERMINATION

In addition to and in accordance with the determination made and the authority granted by the state pursuant to the provisions of section 22710 of the California Vehicle Code of the state to remove abandoned, wrecked, dismantled, or inoperative vehicles, or parts thereof, as public nuisances and environmental hazards, the Board of Supervisors makes the following findings and declarations:

The accumulation and storage of abandoned, wrecked, dismantled, or inoperative vehicles, or parts thereof, on private or public property, not including highways, is found to create a condition tending to reduce the value of property, to promote blight and deterioration, to invite plundering, to create fire hazards, to constitute an attractive nuisance creating a hazard to the health and safety of minors, to create a harborage for rodents and insects, and to be injurious to the health, safety, and general welfare. Therefore, the presence of multiple abandoned, wrecked, dismantled, or inoperative vehicles, or parts thereof, visible on private property from a public property or present on public property, not including highways, except as expressly permitted by

the provisions of this chapter, is a public nuisance which may be abated as such in accordance with the provisions of this chapter.

Further, the Mariposa Board of Supervisors understand and recognize that portions of the same finding may be similar to - but should NOT be applied to, or inclusive of - agricultural, farming, and industrial equipment and/or collections of vehicles which are undergoing restoration. As such, these findings shall provide for the responsible management of classic, antique, or vintage vehicles.

HISTORY

Adopted by Ord. 472 Sec. 1.01 on 1/17/1978

§ 8.32.020 DEFINITIONS

For the purposes of this Chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

(A) "Authority" shall mean the Mariposa County Abandoned Vehicle Abatement Authority

(B) "Abatement Officer" shall mean any authorized county staff that the Authority has contracted with to carry out the law relating to the Authority in the jurisdiction in which the abandoned vehicle is located.

(C) "Adjudicator" shall mean the Board of Directors of the Authority, or the Hearing Officer if the Authority has contracted with the Hearing Officer to adjudicate the hearings

(D) "Highway" shall mean a way or place of whatever nature, publicly maintained and open to the use of the public for purposes of vehicular travel. "Highway" shall include public streets and roads.

(E) "Landowner" shall mean the owner of the property on which the abandoned, wrecked, dismantled or inoperative vehicle(s), or parts thereof, is located, as shown on the last equalized assessment roll.

(F) "Public Property" is commonly used as a designation of those things which are considered owned by "the public," i.e. the state, county, municipality, or community, and not restricted to dominion of a private person. "Public Property" shall not include the "highway" for the purposes of this chapter.

(G) "Private Property" which belongs absolutely to an individual and that person has the exclusive right of disposition. Property of a specific, fixed, and tangible nature, capable of being possessed and transmitted to another; primarily land, but may include houses, buildings, vehicles, etc.

(H) "Occupant" shall mean anyone in possession of the property, other than the Landowner, on which the abandoned, wrecked, dismantled or inoperative vehicle(s), or parts thereof, is located.

(I) "Vehicle owner" shall mean the last registered owner and legal owner of record of the subject vehicle.

(J) "Vehicle" shall mean a device by which any person or property may be propelled, moved or drawn upon a highway, except a device moved by human power or used exclusively upon stationary rails or tracks. "Vehicle" does NOT include farming or industrial equipment located on land used for farming, agricultural, or industrial purposes. The following will not be

included for the purposes of this ordinance. Bicycles or scooters (motor assisted or not), traction engines, fire equipment, tank or transfer equipment, farm tractors or farm machinery, road building machines, construction vehicles, bulldozers, backhoes, excavators, graders, asphalters, earth movers, compactors, loaders, forklifts, cranes, lifts, skid steers, generators, welders, off-highway vehicles, race vehicles, boats, hovercraft, airplanes, or any vehicle drawn by animals or tractors.

The following definitions are included for use by the Authorities and are consistent with Section 22710 VC requiring the California Highway Patrol (CHP) to establish guidelines for the AVA Program.

(A) Public Nuisance Vehicle. Any vehicle that is abandoned, wrecked, dismantled, or any inoperative part thereof that is on public or private property, not including highways, and that creates a condition tending to reduce the value of private property, promotes blight and deterioration, invites plundering, creates fire hazards, constitutes an attractive nuisance endangering the health and safety of minors, harbors rodents and insects, or jeopardizes, health, safety, and general welfare is a public nuisance.

(B) Abandoned Vehicle. A vehicle is considered to be "abandoned" if it is left on a highway, public property, or private property in such inoperable or neglected condition that the owner's intent to relinquish all further rights or interests in it may be reasonably concluded. In reaching a reasonable conclusion, one must consider the amount of time the vehicle has not been moved, its condition, statements from the owner and witnesses, etc.

(C) Wrecked Vehicle. Any vehicle that is damaged to such an extent that it cannot be operated upon the highway is termed a wrecked vehicle. A vehicle which has been wrecked in a traffic accident, and which has been removed from the roadway to a storage facility, but which has not been claimed by its owner, will not be considered an abandoned vehicle for the purposes of this program.

(D) Dismantled Vehicle. Any vehicle which has been partially or wholly disassembled, not for the purposes of restoration or repair. Any vehicle which has been cut apart for disassembly.

(E) Inoperative Vehicle. Any motor vehicle from which the engine, transmission, wheels or other parts have been removed or on which the engine, wheels or other parts have been altered, damaged or otherwise so treated that the vehicle is incapable of being driven under its own power. It shall not include a motor vehicle which has been rendered temporarily incapable of being driven under its own motor power in order to perform ordinary service or repair operations. Nothing in this section shall apply to any motor vehicle that is kept within a building or storage container when not in use, nor to operable, functional, or restored vehicles older than thirty (30) years of age, nor to a motor vehicle on the premises of a place of business engaged in the wrecking or junking of motor vehicles.

§ 8.32.021 PUBLIC NUISANCE

The accumulation and storage of abandoned, wrecked, dismantled, or inoperative vehicles, or parts thereof, on private or public property, not including highways, is found to create a condition tending to reduce the value of property, to promote blight and deterioration, to invite plundering, to create fire hazards, to constitute an attractive nuisance creating a hazard to the health and

safety of minors, to create a harborage for rodents and insects, and to be injurious to the health, safety, and general welfare. Therefore, the presence of multiple abandoned, wrecked, dismantled, or inoperative vehicles, or parts thereof, visible on private property from a public property or present on public property, not including highways, except as expressly permitted by the provisions of this chapter, is a public nuisance which may be abated as such in accordance with the provisions of this chapter.

§ 8.32.022 DUTY OF LANDOWNERS AND OCCUPANTS.

No person or entity shall cause, permit, maintain, conduct or otherwise suffer or allow a public nuisance as defined in this Chapter to exist within the jurisdiction of the Authority whether within the unincorporated limits of the County of Mariposa or the defined limits of any of the incorporated areas. It shall be the duty of every landowner, occupant, and person that controls any land or interest therein within the unincorporated area of the nuisance upon such land. Such duty of a landowner or occupant shall exist regardless of whether the landowner is in actual possession of his or her real property, and may include an obligation to take action to evict or otherwise remove an occupier who creates a public nuisance upon the landowner's property.

§ 8.32.030 EXCEPTIONS

(A) The provisions of this Chapter shall not apply to:

- (1) A vehicle or part thereof which is completely enclosed within a building in a lawful manner where it is not visible from the street or other public or private property; or
- (2) A vehicle or part thereof which is stored or parked in a lawful manner on private property in connection with the business of a licensed dismantler as defined in Vehicle Code Section 220, licensed vehicle dealer as defined in Vehicle Code Section 285, an otherwise lawfully operating junkyard or when the storage or parking is necessary to the operation of a lawfully conducted business or commercial enterprise; or
- (3) A vehicle or part thereof which is at all times completely screened from unaided view from neighboring properties or public ways by well-maintained vegetation (complying with CalFire regulations), solid wood or masonry fence, solid cover, or otherwise with the approval of the abatement officer; or
- (4) A vehicle, or part thereof, which is at all times completely enclosed in a building, storage container, preservation bag, or covered by a tightly-fitted tarpaulin or similar vehicle covering; and
- (5) The provisions of this section shall not authorize the maintenance of a public or private nuisance as defined pursuant to provisions of law other than Chapter 10 (commencing with section 22650) of Division 11 of the Vehicle Code of the state and this chapter.

HISTORY

Adopted by Ord. 472 Sec. 1.03 on 1/17/1978

Amended by Ord. 901 Sec. 1 on 6/25/1996

§ 8.32.040 PROVISIONS NOT EXCLUSIVE

The provisions of this chapter are not the exclusive regulation of abandoned, wrecked, dismantled or inoperative vehicles within the jurisdiction of the Authority. The provisions of this chapter shall supplement and be in addition to the other regulatory codes, statutes, laws and ordinances heretofore or hereafter enacted by the Authority, the county, the state, or any other legal entity or agency having jurisdiction.

HISTORY

Adopted by Ord. 472 Sec. 1.04 on 1/17/1978

§ 8.32.050 ADMINISTRATION AND ENFORCEMENT.

Except as otherwise provided herein, the provisions of this chapter shall be administered and enforced by the Mariposa County Abandoned Vehicle Abatement Service Authority. In the enforcement of the provisions of this Chapter, the abatement officer of the Authority and/or his or her deputies may enter upon private or public property to examine a vehicle or parts thereof or obtain information as to the identity of a vehicle and to remove or cause the removal of a vehicle, or part thereof, declared to be a nuisance pursuant to this chapter.

HISTORY

Adopted by Ord. 472 Sec.1.05 on 1/17/1978

§ 8.32.060 RIGHT OF ENTRY OF CERTAIN PERSONS.

When the Authority has contracted with any person or entity, such person or entity shall be authorized to enter upon private property or public property to remove, or cause the removal of, a vehicle, or parts thereof, declared to be a nuisance pursuant to this chapter.

HISTORY

Adopted by Ord. 472 Sec. 1.06 on 1/17/1978

Amended by Ord. 901 Sec. II on 6/25/1996

§ 8.32.070 ADMINISTRATIVE COSTS

The board of supervisors shall from time to time determine and fix a reasonable amount to be uniformly assessed as administrative costs (excluding the actual costs of the removal of any vehicle, or part thereof) for the purposes of administering the provisions of this chapter.

HISTORY

Adopted by Ord. 472 Sec. 1.07 on 1/17/1978

§ 8.32.080 NOTICE OF INTENT TO ABATE.

Whenever the abatement officer determines that a nuisance as described in this chapter exists within the jurisdiction of the Authority, he or she is authorized to issue a fifteen-day notice of intention to abate and remove the vehicle or parts thereof as a public nuisance. The notice shall be in writing and shall:

(A) Identify the recipients:

(1) Identify the Landowner of the property upon which the nuisance exists, and identify the Occupant, if other than the Landowner and if known or reasonably identifiable;

(2) Identify the Vehicle owner of the subject vehicle, and/or parts thereof, unless the vehicle and/or parts thereof is in such a condition that identification numbers are not available to determine ownership;

(B) Contain the address to which the request for a hearing be sent.

(C) Describe the location of the property by its commonly used street address, giving the name or number of the street, road, or highway and the number, if any, of the property or if no address is associated with the property the Assessor's Parcel Number may be used;

(D) Contain a statement that an abandoned, wrecked, dismantled, or inoperative vehicle, and/or parts thereof, exists on the property and that it has been determined by the abatement officer to be a public nuisance as described in this Chapter;

(E) Describe the abandoned, wrecked, dismantled, or inoperative vehicle, and/or parts thereof, that exists and the action required to abate it;

(F) Contain a statement that the Landowner, Occupant, and/or Vehicle owner must abate the nuisance within fifteen calendar days after the date that said notice was served;

(G) Contain a statement that, unless the Landowner, Occupant, and/or Vehicle owner abates the nuisance, or shows good cause at a hearing, requested pursuant to this Section, why these conditions should not be abated, the abatement officer shall abate the nuisance. It shall also state that the abatement costs, including administrative costs, may be collected by the local taxing agency pursuant to Government Code Section 38773.5 or Section 25845 as applicable.

(H) Contain a notice of the rights of the Landowner, Occupant, and/or the Vehicle owner to request a hearing before the Board of Directors of the Authority, or the Hearing Officer if the Authority has contracted with the Hearing Officer to adjudicate the hearings. The notice of rights shall include the address to which a request for a hearing should be sent.

HISTORY

Adopted by Ord. 472 Sec. 1.08 on 1/17/1978

Amended by Ord. 901 Sec. III & IV on 6/25/1996

§ 8.32.081 SERVICE OF NOTICE OF INTENTION TO ABATE.

(A) The notice shall be served in the following manner:

(I) By certified mail, addressed to the:

(a) Landowner at the address shown on the last equalized assessment roll or as otherwise known to the abatement officer, and

(b) Vehicle owner at the address shown on the last registered and legal owners of record document unless the vehicle(s), and/or part(s) thereof, is in such condition that identification numbers are not available to determine ownership.

(2) By certified mail addressed to anyone known to the abatement officer to be in possession of the property at the street address of the property subject to the notice, if the property is capable of receiving mail. Service shall be deemed to have been completed upon the deposit of said notice, postage prepaid, in the United States mail; and

(3) By posting such notice conspicuously in front of the property subject to the notice, or if the property has no frontage, upon any street, highway, or road then upon the portion of the property nearest to a street, highway, or road, or most likely to give actual notice to the owner and any person known by the enforcing officer to be in possession of the property.

(B) Service shall be deemed to have been completed upon the deposit of said notice, postage prepaid, in the United States mail.

§ 8.32.085 REQUEST FOR PUBLIC HEARING.

A public hearing shall be held before the Board of Directors of the Authority, or the Hearing Officer if the Authority has contracted with the Hearing Officer to adjudicate the hearings, if requested by the Landowner, Occupant, and/or the Vehicle owner. The request shall only be valid if received by the Authority within fourteen days of the mailing of notice of intention to abate and remove the vehicle. If a request is not received within the period, the abatement officer may abate and remove the vehicle.

§ 8.32.090 CONDUCT OF PUBLIC HEARINGS.

(A) Upon receipt of a valid request, the Authority shall within five business days after receipt of the request calendar a hearing no more than ten days after the request and send a notice to the requestor of the hearing. Notice shall be served by certified mail, to the address of the Landowner, Occupant, or Vehicle owners requesting the hearing, or at the address specified by the requestor at the time of the request. The notice shall specify the date, time, and location of this hearing, and shall state that the Landowner, Occupant, and/or Vehicle owner will be given an opportunity at the hearing to present and elicit testimony and other evidence regarding whether the conditions existing on the property constitute a nuisance under this chapter, or whether there is any other good cause why those conditions should not be abated. Service shall be deemed to have been completed upon the deposit of said notice, postage prepaid, in the United States mail. The Landowner, Occupant, and/or Vehicle owner may appear in person at the hearing or, in lieu of appearing at the hearing, submit a sworn statement denying responsibility for the presence of the subject vehicle(s), and/or part(s) thereof, constituting a nuisance on the property.

(B) Pursuant to Government Code Section 25845 or 38773.5, and 27721 when appropriate, all hearings under this article shall be held before the Adjudicator. The Adjudicator shall hold a hearing to determine whether the conditions existing on the property subject to the notice constitute a nuisance under this Chapter, or whether there is any other good cause why those conditions should not be abated.

(C) The Landowner, Occupant, and/or Vehicle owner shall be given an opportunity at the hearing to present and elicit testimony and other evidence regarding whether the conditions existing on the property constitute a nuisance under this Chapter, or whether there is any other good cause why those conditions should not be abated.

(D) In the event that the Landowner, Occupant, and/or Vehicle owner does not appear and present evidence at the hearing, the hearing officer may base their decision solely upon the evidence submitted by the abatement officer. Failure of the Landowner, Occupant, and/or Vehicle owner to appear and present evidence at the hearing or submit a written presentation to the Adjudicator shall constitute a failure to exhaust administrative remedies.

(E) Any hearing conducted pursuant to this Chapter need not be conducted according to technical rules relating to evidence, witnesses and hearsay. Any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs regardless of the existence of any common law or statutory rule which might make improper the admission of the evidence over objection in civil actions. The Adjudicator has discretion to exclude evidence if its probative value is substantially outweighed by the probability that its admission will necessitate undue consumption of time.

(F) The Adjudicator may impose conditions and take other action as it deems appropriate under the circumstances to carry out the purpose of this article. The Adjudicator may delay the time for removal of the vehicle or part thereof if, in its opinion, the circumstances justify it. The Adjudicator may find that a vehicle or part thereof has been abandoned, wrecked, dismantled or is inoperative on private or public property and order the same removed from the property as a public nuisance and disposed of as hereinafter provided.

(G) The Adjudicator may issue a written decision or may announce a decision. If the decision is not announced at the close of the hearing the Adjudicator shall announce that the decision shall either be in writing or shall provide the date, time, and place of the announcement of the decision. If the decision is announced, the decision is final on the date it is announced. If the Landowner, Occupant, and/or Vehicle owner makes a written presentation to the Adjudicator, but does not appear, he or she shall be notified in writing of the decision. If a written decision is to be issued, such decision shall be mailed by first class mail to, or personally served upon, the party requesting the hearing, any other parties upon whom the notice was served, and the abatement officer. The decision shall be final when signed by the Adjudicator and served as herein provided. Any decision requiring abatement and removal shall include a description of the vehicle or part thereof and the correct identification number and license number of the vehicle, if available at the site.

(H) The costs of abatement and administrative costs for every abatement carried out under this section may be recovered in accordance with the following Sections.

HISTORY

Adopted by Ord. 472 Sec. 1.09 (part) on 1/17/1978

Amended by Ord. 901 Sec. V on 6/25/1996

§ 8.32.095 LIABILITY FOR COSTS.

(A) In any enforcement action brought pursuant to this Chapter, each person who causes, permits, suffers, or maintains the nuisance to exist shall be liable for all costs incurred, including, but not limited to, administrative costs, and any and all costs incurred to undertake, or to cause or compel any responsible party to undertake, any abatement action in compliance with the requirements of this chapter, whether those costs are incurred prior to, during, or following enactment of this Chapter.

(B) If the costs of abatement, including costs of administration, are not charged against the Landowner and/or Occupant on which the vehicle(s) and/or part(s) thereof is(are) located, the presence of the vehicle(s) and/or part(s) thereof thereon shall constitute a prima facie presumption that the Vehicle owner(s), having failed to comply with the provisions of

Vehicle Code Section 5900, is responsible for abandoning the vehicle(s) and/or part(s) thereof without the express or implied consent of the Landowner and/or Occupant and is thereby liable for the costs of abatement, including costs of administration, of the vehicle(s) and/or part(s) thereof under Vehicle Code Sections 22523 and 22524. Such costs may be collected by appropriate civil action in the name of the local agency having jurisdiction over taxation of the property on which the vehicle was found.

(C) In any action by the abatement officer to abate a nuisance under this Chapter, the prevailing party shall be entitled to a recovery of the reasonable attorney's fees incurred. Recovery of attorneys' fees under this Subdivision shall be limited to those actions or proceedings in which the Authority elects, at the initiation of that action or proceeding, to seek recovery of its own attorney's fees. In no action, administrative proceeding, or special proceeding shall an award of attorneys' fees to a prevailing party exceed the amount of reasonable attorney's fees incurred by the Authority in the action or proceeding.

§ 8.32.096 ACCOUNTING.

The abatement officer shall keep an account of the cost of every abatement carried out and shall render a report in writing, itemized by parcel, to the Adjudicator showing the cost of abatement and the administrative costs for each parcel. Costs must be justifiable, reasonable,

§ 8.32.097 NOTICE OF HEARING ON ACCOUNTING; WAIVER BY PAYMENT.

(A) Upon receipt of the account of the abatement officer, the Adjudicator shall deposit a copy of the account pertaining to the cost of abating a nuisance upon the Landowner's property. Such notice shall be in writing and shall be served in the following manner:

(I) By mail, addressed to the:

(a) Landowner at the address shown on the last equalized assessment roll or as otherwise shown to the abatement officer.

(b) Vehicle owner(s) at the address shown on the last registered and legal owners of record document unless the vehicle(s), and/or part(s) thereof, is in such condition that identification numbers are not available to determine ownership; and

(c) Occupant at the address of the property where the vehicle and/or vehicle parts was located at the time of the abatement or if no address is available then by posting the notice in a conspicuous location on the property.

(B) Service shall be deemed to have been completed upon the deposit of said notice, postage prepaid, in the United States mail; and

(C) The notice shall inform the Landowner, Occupant, and/or Vehicle owner that, at a date and time not less than ten business days after the date of mailing of the notice, the Adjudicator will meet to review the account and that the Landowner, Occupant, and/or Vehicle owner may appear at said time and be heard. The Landowner, Occupant, and/or Vehicle owner may waive the hearing on the accounting by paying the cost of abatement and the cost of administration to the abatement officer prior to the time set for the hearing by the Adjudicator. Unless otherwise expressly stated by the Landowner, Occupant, and/or Vehicle owner, payment of the cost of abatement and the cost of administration prior to said hearing shall be deemed a waiver of the right thereto and an admission that said accounting is accurate and reasonable.

§ 8.32.100 HEARING ON ACCOUNTING.

(A) At the time set, the Adjudicator shall meet to review the report of the abatement officer. Landowner, Occupant, and/or Vehicle owner may appear at said time and be heard on the questions whether the accounting, so far as it pertains to the cost of abating a nuisance upon the land of the owner, is accurate and the amounts reported reasonable. The cost of administration shall also be reviewed.

(B) The report of the abatement officer shall be admitted into evidence. The Landowner, Occupant, and/or Vehicle owner shall bear the burden of proving that the accounting is not accurate and/or reasonable.

HISTORY

Adopted by Ord. 472 Sec. 1.09 (part) on 1/17/1978

Amended by Ord. 901 Sec. VII on 6/25/1996

§ 8.32.110 ASSIGNMENT OF COSTS OF REMOVAL.

If it is determined at the hearing that the vehicle was placed on the land without the consent of the landowner and that they have not subsequently acquiesced in its presence, the board shall not assess costs of administration or removal of the vehicle against the property upon which the vehicle is located or otherwise attempt to collect such costs from such landowner. Nothing contained herein shall prohibit the board from collecting the costs of administration and/or removal of the vehicle from the owner of the vehicle.

HISTORY

Adopted by Ord. 472 Sec. 1.09 (part) on 1/17/1978

Amended by Ord. 901 Sec. VII on 6/25/1996

§ 8.32.120 ABSENCE FROM HEARINGS

If an interested person makes a written presentation to the board but does not appear, such person shall be notified in writing of the decision.

HISTORY

Adopted by Ord. 472 Sec. 1.09 (part) on 1/17/1978

§ 8.32.130 REMOVAL OF VEHICLES.

(A) If the Authority does not receive a valid request, the abatement officer may enter upon the property and abate and remove the nuisance if fifteen days has passed since the Notice of Intention to Abate has been served.

(B) If a hearing has been concluded and the abatement officer becomes aware that nuisance has not been abated within fifteen calendar days of the announcement of the decision by or date of service of the decision of the Adjudicator under this chapter requiring such abatement, the abatement officer may enter upon the property and abate and remove the nuisance. The abatement officer may also apply to a court of competent jurisdiction for a warrant authorizing entry upon the property for purposes of undertaking the work, if necessary. Nothing herein shall be construed to require that any private contract under this Chapter be awarded through

competitive bidding procedures where such procedures are not required by the general laws of the State of California.

(C) After a vehicle has been removed, it shall not thereafter be reconstructed or made operable, unless it is a vehicle which qualifies for either horseless carriage license plates or historical vehicle license plates, pursuant to the rules and regulations of the California Department of Motor Vehicles.

HISTORY

Adopted by Ord. 472 Sec. 1.10 on 1/17/1978

§ 8.32.140 DEPARTMENT OF MOTOR VEHICLES TO BE NOTIFIED FOLLOWING REMOVAL.

Within five days after the date of removal of the vehicle or part thereof, notice shall be given to the Department of Motor Vehicles identifying the vehicle or part thereof removed. At the same time there shall be transmitted to the Department of Motor Vehicles any evidence of registration available, including registration certificates, certificates of title and license plates.

HISTORY

Adopted by Ord. 472 Sec. 1.11 on 1/17/1978

Amended by Ord. 901 Sec. IX on 6/25/1996

§ 8.32.150 REMOVAL OF VEHICLE - ASSESSMENT AND COLLECTION OF COSTS

If the administrative costs and the cost of removal which are charged against the owner of a parcel of land are not paid within 30 days of the date of the order, or the final disposition of an appeal therefrom, the costs shall be assessed against the parcel of land by the local taxing agency pursuant to California Government Code Section 38773.5 or Section 25845 and shall be transmitted to the County Tax Collector for collection. The assessment shall have the same priority as other taxes pursuant to Section 38773.5 or Section 25845.

§ 8.32.160 NON-CONTESTED ABANDONED VEHICLE ABATEMENT; RELEASE AUTHORIZING REMOVAL.

(A) As an alternative to the procedures set forth, a Landowner, Occupant, and/or Vehicle owner may request the abatement officer remove a vehicle, and/or parts thereof. Subject to and consistent with any rules and regulations of the Authority, the abatement officer, in his or her discretion, may limit the number of vehicles, and/or parts thereof, removed pursuant to this section. Notwithstanding the foregoing, the abatement officer has no duty to remove any vehicle and/or part thereof.

(B) Except as provided in subdivision (C), the abatement officer may issue a notice of uncontested abandoned vehicle abatement containing the contents of the required notice subdivisions (A) through and including (E), and served in the manner set forth. Said notice shall further state that (i) the Landowner, or Occupant, and the Vehicle owner shall execute, and deliver to the abatement officer prior to removal, a signed right of entry, abatement, and indemnification agreement authorizing the removal of the vehicle and/or parts thereof, and (ii) the Landowner, Occupant, and/or Vehicle owner may at any time prior to the expiration of the

fifteen day notice period, withdraw his or her consent to a non-contested abandoned vehicle abatement by making a written request to the Authority. Upon receipt of such written request, the abatement officer shall not be precluded from following the procedures set forth to abate a public nuisance.

(C) No notice served pursuant to this Section shall be required for the removal of any vehicle, and/or part thereof, when all of the following conditions are met:

(1) A vehicle and/or part thereof is inoperable due to the absence of a motor, transmission, or wheels and is incapable of being towed; and

(2) Valued at less than \$200.00 by a person authorized to make an appraisal of value pursuant to Vehicle Code section 22855; and

(3) Determined, by the abatement officer, to be a public nuisance presenting an immediate threat to public health or safety; and

(4) The abatement officer has received a right of entry, abatement, and indemnification agreement authorizing the removal of the vehicle and/or parts thereof and waiving all further interest in the vehicle and/or parts thereof, and signed by the Landowner, or Occupant, and Vehicle owner; and

(5) The vehicle and/or parts thereof are located on a parcel that is zoned for agricultural use or that is not improved with a residential structure containing one or more dwelling units.

§ 8.32.170 NO DUTY TO ENFORCE.

Nothing in this chapter shall be construed as imposing on the abatement officer or the Authority any duty or requirement to issue any notice hereunder, nor to abate any nuisance, nor to take any other action with regard to any nuisance, and neither the abatement officer nor the Authority shall be held liable for failure to issue any notice hereunder, nor for failure to abate any nuisance, nor for failure to take any other action with regard to any nuisance.

§ 8.32.180 SEVERABILITY.

If any section, subsection, sentence, clause, portion, or phrase of this chapter is for any reason held illegal, invalid, or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions hereof. The board hereby declares that it would have passed this chapter and each section, subsection, sentence, clause, portion, or phrase hereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared illegal, invalid or unconstitutional.

Exhibit A

JOINT POWERS AGREEMENT FOR:

THE MARIPOSA COUNTY ABANDONED VEHICLE ABATEMENT SERVICE AUTHORITY

1. PARTIES:

The parties to this Agreement are the County of Mariposa and those areas or jurisdictions within the County that have elected to create and participate in the Mariposa County Abandoned Vehicle Abatement Service Authority as provided herein.

2. PURPOSE AND AUTHORITY:

The purpose of this Agreement is to establish a Service Authority for the abatement of abandoned vehicles in Mariposa County pursuant to Vehicle Code section 22710.

3. CREATION :

Upon the effective date of this Agreement, there is hereby created the Mariposa County Abandoned Vehicle Abatement Service Authority (the "Authority") as a separate public entity and distinct from the member jurisdictions to implement this agreement in accordance with Vehicle Code section 22710. The Authority shall file the notices and statements required by Government Code sections 6503.5 and 53051.

4. MEMBERSHIP IN THE AUTHORITY :

Membership in the Authority will be open to all areas who agree to participate in the Authority. In addition, the County of Mariposa and the Board of Supervisors shall be entitled to membership; also by an approved resolution of its board of supervisors, by vote.

5. BOARD OF DIRECTORS:

The Authority shall be governed by a board of directors, which shall consist of two representatives chosen by the Mariposa County Board of Supervisors and one representative chosen by each of the other constituent agencies. The term of each representative shall be at the discretion of their respective appointing authority.

The duties of the board of directors will include, but are not limited to: preparing and recommending to the county Board of Supervisors action regarding the Abandoned Vehicle Abatement Program; preparing and submitting a Service Plan to the State of California, California Highway Patrol (CHP); conducting and reporting the results of any survey, study or analysis pertaining to the Program; managing the financial affairs of the Authority; modifying and/or approving annual reports to the State Controller; and disbursement of funds.

6. VOTING RIGHTS:

Each member of the Authority shall be entitled to one vote in forming the Authority and selecting the board of directors, except as provided in Section 5(a).

7. POWERS AND DUTIES:

a. Contracts and Acts Pursuant to Vehicle Code section 22710, subdivision (b), the Authority may contract and may undertake any act convenient or necessary to carry out any law relating to the Authority. The Authority shall be staffed with existing personnel of the county, or county transportation commission.

b. Ordinance: Each member jurisdiction of the Authority shall certify that their local ordinances comply with Vehicle Code section 22660, 22661, 22663 and 22667 for the abatement, removal, and disposal, as public nuisances, of abandoned, wrecked, dismantled, or inoperative vehicles or parts thereof, from private or public property. Additionally, local ordinances may include a system for the recovery of expended funds pursuant to Vehicle Code section 22710, subdivision (c)(1) and Government Code sections 25845 or 38773.5.

c. Plan Pursuant to Vehicle Code section 22710, subdivision (d), an Abandoned Vehicle Abatement Plan of an Authority shall be implemented only with the approval of the County of Mariposa and a majority of the areas having a majority of the incorporated population. The Plan shall be consistent with guidelines prepared by the CHP.

d. Restriction The manner of exercising powers granted the Authority by this Agreement shall be subject to the same restrictions as are imposed upon the County of Mariposa in its exercise of similar powers

8. FEE

Pursuant to Vehicle Code section 9250.7, the Authority hereby imposes an annual service fee of one dollar (\$1.00) on vehicles registered to an owner with an address in Mariposa County, including the incorporated areas, provided the Abandoned Vehicle Abatement Program and Plan, referred to in Section 7(c), above, is approved by the County and a majority of the areas having a majority of the incorporated population in compliance with Vehicle Code section 22710, subdivision (d). Collection of the one dollar (\$1.00) registration fee shall remain in effect for a period not to exceed 10 years from the initial date of collection, as required pursuant to Vehicle Code section 9250.7, subdivision (c). If any funds received by the Authority pursuant to Vehicle Code section 9250.7, subdivision (a) are not expended to abate abandoned vehicles pursuant to an approved abandoned vehicle abatement program within 90 days of the close of the fiscal year in which funds were received and the amount of the funds exceed the amount expended by the authority in the previous fiscal year, the one dollar (\$1.00) registration fee shall be suspended for one year, commencing the following January 1st in accordance with Vehicle Code section 9250.7, subdivision (b).

9. MEETINGS:

The Authority and the board of directors shall meet at least annually to carry out the purpose and duties of the Authority. No meeting shall be conducted with less than a majority of all participating members, which represents a quorum, and any votes of the Authority will be by a majority of that quorum.

10. STAFF:

Pursuant to Vehicle Code section 22710, subdivision (b), the Authority shall be staffed by existing personnel of the county, or county transportation commission. The Mariposa County Treasurer shall be *ex officio* treasurer of the Authority, and the Mariposa County Auditor-Controller shall be *ex officio* auditor-controller of the Authority. The Director of the Department with authority over the Mariposa County Office of Code Enforcement, or a supervisor of that Department or Office so designated by that Director, shall serve as executive officer of the Authority. Mariposa County Counsel shall serve as the attorney for the Authority. Any and all conflicts in County Counsel's representation of the Authority and Mariposa County are hereby waived.

11. AUDIT:

The Authority and their jurisdictions shall conduct annual audits to ensure that funds are being spent in compliance with Vehicle Code sections 9250.7 and 22710. Audits may be performed by the county auditor/controller or shall be contracted with a certified public accountant or public accountant pursuant to Government Code section 6505, to make an annual audit of the accounts and records of every agency or entity.

12. FUNDS :

The funds received by the Authority from the one dollar (\$1.00) registration fee shall be used in accordance with Vehicle Code section 22710, subdivisions (d)(5) and (d)(6), which provide that no governmental agency shall receive any funds from a Service Authority for the abatement of abandoned vehicles pursuant to an approved abandoned vehicle abatement program unless the governmental agency has submitted a quarterly report to the Service Authority stating the manner in which the funds were expended, and the number of vehicles abated. After deducting the administrative costs of the Authority, each member agency shall be allocated that percentage of the total funds collected by the Authority fixed on a formula derived by the Authority to apportion 50% of those funds to a member agency based on the percentage of vehicles abated by the agency of the total number of abandoned vehicles abated by all member agencies, and 50% based on population and geographic area, as determined by the Authority for its member agencies.

13. DEBTS AND LIABILITIES:

The debts, liabilities, and obligations of the Authority shall not be the debts, liabilities, and obligations of the member jurisdictions. Any participating member of the Authority shall defend, indemnify, save and hold harmless the Authority and any other participating members from any and all claims, costs, liability for any damages, sickness, death or injury to person(s) or property,

including without limitation all consequential damages, from any cause whatsoever arising directly or indirectly from or connected with the operations or services of that member or its agents, servants, or employees save and except claims or litigation arising through the negligence or willful misconduct of the Authority or its officers or employees, and will make good to and reimburse the Authority for any expenditures, including reasonable attorney fees, the Authority may make by reason of such matters and, if requested by the Authority, defend any such suits at the sole cost and expense of the involved participating member.

14. AUTHORITY COSTS:

The Authority will contract, via this Agreement, with each individual member, and may undertake actions that are required by law relating to the performance of duties in the removal of abandoned vehicles from public and private property and public roadways and the cost associated with these duties. Any costs incurred in the operation of the Authority must be approved by a simple majority vote of the board of directors.

15. AMENDMENT:

This Agreement may be amended upon a simple majority vote of the Board of Supervisors..

16. TERMINATION BY MEMBERS :

Subject to Vehicle Code section 22710, this Agreement may be terminated at any time by a simple majority of the Board of Supervisors voting to dissolve the Authority.

Notice shall be delivered to the Mariposa County Code Enforcement Office. However, termination shall not relieve a member of its duties and obligations in relation to any funds received from the Authority. County shall still be required to comply with the Abandoned Vehicle Abatement Program and Plan, Vehicle Code section 22710, this Agreement and the rules of the Authority as they relate to funds received. Notice of termination may be rescinded upon written notice to the Authority at any time before the effective date of termination.

17. NEW MEMBER:

There will be no inactive jurisdictions within Mariposa County. The entirety of Mariposa County will fall under the jurisdiction of the Abandoned Vehicle Authority.

18. TERMINATION:

The Authority shall cease to exist on the date that all revenues received by the Authority pursuant to Vehicle Code sections 9250.7 and 22710 have been expended.

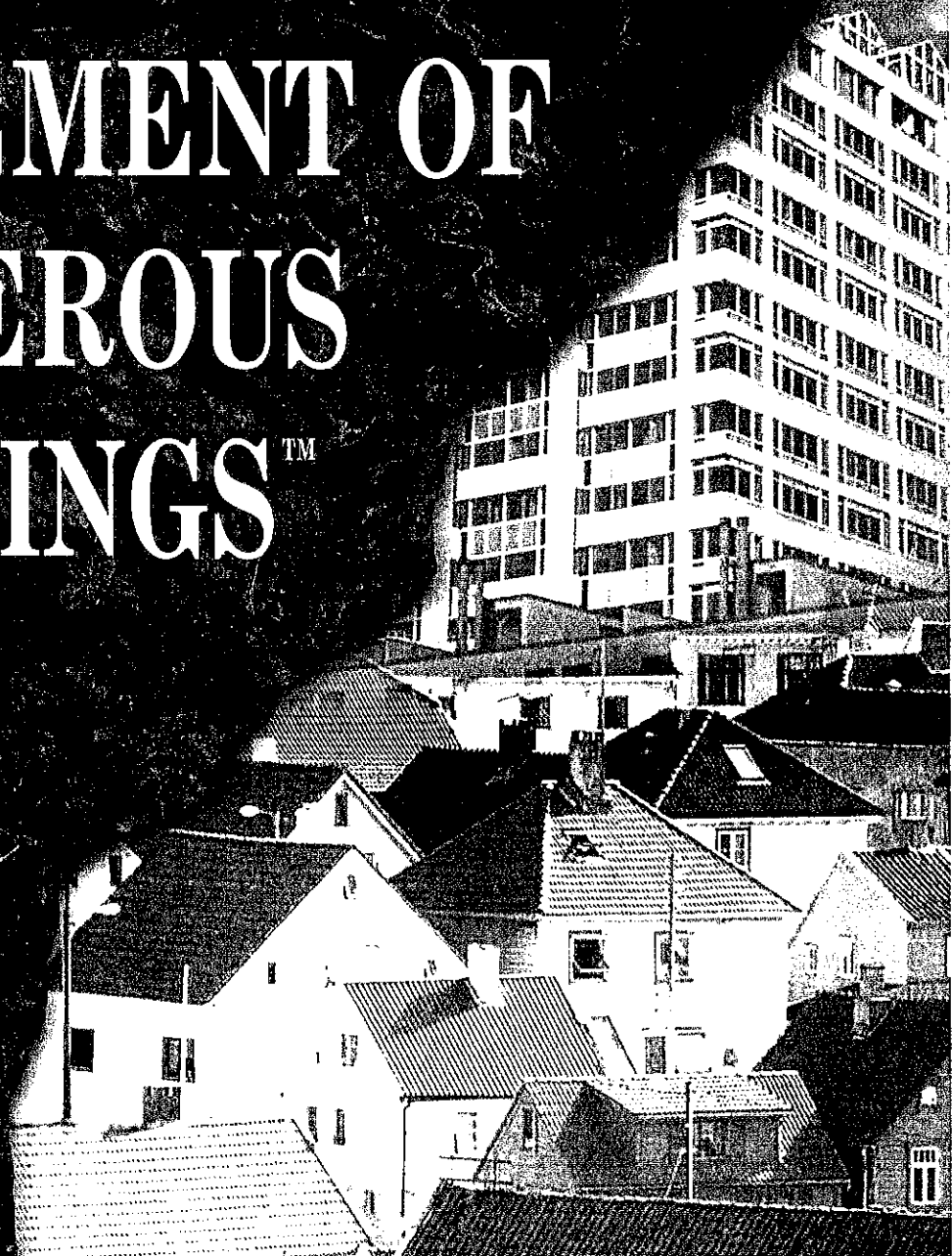
19. COUNTERPARTS:

This Agreement may be executed in counterparts which, taken together, shall constitute one and the same Agreement.

20. EFFECTIVE DATE :

This Agreement becomes effective upon its approval by the Mariposa County Board of Supervisors, by two-thirds vote, and a majority of the areas having a majority of the incorporated population within the county.

1997 UNIFORM CODE FOR THE ABATEMENT OF DANGEROUS BUILDINGS™



Attachment 2

CCAC Recommendation for Adoption of Uniform Code for Abatement of Dangerous Buildings

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Chapter 1 TITLE AND SCOPE

SECTION 101 — TITLE

These regulations shall be known as the *Uniform Code for the Abatement of Dangerous Buildings*, may be cited as such, and will be referred to herein as "this code."

SECTION 102 — PURPOSE AND SCOPE

102.1 Purpose. It is the purpose of this code to provide a just, equitable and practicable method, to be cumulative with and in addition to any other remedy provided by the Building Code, Housing Code or otherwise available by law, whereby buildings or structures which from any cause endanger the life, limb, health, morals, property, safety or welfare of the general public or their occupants may be required to be repaired, vacated or demolished.

The purpose of this code is not to create or otherwise establish or designate any particular class or group of persons who will or should be especially protected or benefited by the terms of this code.

102.2 Scope. The provisions of this code shall apply to all dangerous buildings, as herein defined, which are now in existence or which may hereafter become dangerous in this jurisdiction.

SECTION 103 — ALTERATIONS, ADDITIONS AND REPAIRS

All buildings or structures which are required to be repaired under the provisions of this code shall be subject to the provisions of Section 3403 of the Building Code.

Chapter 2 ENFORCEMENT

SECTION 201 — GENERAL

201.1 Administration. The building official is hereby authorized to enforce the provisions of this code.

The building official shall have the power to render interpretations of this code and to adopt and enforce rules and supplemental regulations in order to clarify the application of its provisions. Such interpretations, rules and regulations shall be in conformity with the intent and purpose of this code.

201.2 Inspections. The health officer, the fire marshal and the building official are hereby authorized to make such inspections and take such actions as may be required to enforce the provisions of this code.

201.3 Right of Entry. When it is necessary to make an inspection to enforce the provisions of this code, or when the building official or the building official's authorized representative has reasonable cause to believe that there exists in a building or upon a premises a condition which is contrary to or in violation of this code which makes the building or premises unsafe, dangerous or hazardous, the building official may enter the building or premises at reasonable times to inspect or to perform the duties imposed by this code, provided that if such building or premises be occupied that credentials be presented to the occupant and entry requested. If such building or premises be unoccupied, the building official shall first make a reasonable effort to locate the owner or other persons having charge or control of the building or premises and request entry. If entry is refused, the building official shall have recourse to the remedies provided by law to secure entry.

"Authorized representative" shall include the officers named in Section 201.2 and their authorized inspection personnel.

SECTION 202 — ABATEMENT OF DANGEROUS BUILDINGS

All buildings or portions thereof which are determined after inspection by the building official to be dangerous as defined in this code are hereby declared to be public nuisances and shall be abated by repair, rehabilitation, demolition or removal in accordance with the procedure specified in Section 401 of this code.

SECTION 203 — VIOLATIONS

It shall be unlawful for any person, firm or corporation to erect, construct, enlarge, alter, repair, move, improve, remove, convert or demolish, equip, use, occupy or maintain any building or structure or cause or permit the same to be done in violation of this code.

SECTION 204 — INSPECTION OF WORK

All buildings or structures within the scope of this code and all construction or work for which a permit is required shall be subject to inspection by the building official in accordance with and in the manner provided by this code and Sections 108 and 1701 of the Building Code.

SECTION 205 — BOARD OF APPEALS

205.1 General. In order to hear and decide appeals of orders, decisions or determinations made by the building official relative to the application and interpretations of this code, there shall be and is hereby created a board of appeals consisting of members who are qualified by experience and training to pass upon matters pertaining to building construction and who are not employees of the jurisdiction. The building official shall be an ex officio member and shall act as secretary to said board but shall have no vote upon any matter before the board. The board of appeals shall be appointed by the governing body and shall hold office at its pleasure. The board shall adopt rules of procedure for conducting its business and shall render all decisions and findings in writing to the appellant, with a duplicate copy to the building official. Appeals to the board shall be processed in accordance with the provisions contained in Section 501 of this code. Copies of all rules or regulations adopted by the board shall be delivered to the building official, who shall make them freely accessible to the public.

205.2 Limitations of Authority. The board of appeals shall have no authority relative to interpretation of the administrative provisions of this code nor shall the board be empowered to waive requirements of this code.

Chapter 3 DEFINITIONS

SECTION 301 — GENERAL

For the purpose of this code, certain terms, phrases, words and their derivatives shall be construed as specified in either this chapter or as specified in the Building Code or the Housing Code. Where terms are not defined, they shall have their ordinary accepted meanings within the context with which they are used. *Webster's Third New International Dictionary of the English Language, Unabridged*, copyright 1986, shall be construed as providing ordinary accepted meanings. Words used in the singular include the plural and the plural the singular. Words used in the masculine gender include the feminine and the feminine the masculine.

BUILDING CODE is the *Uniform Building Code* promulgated by the International Conference of Building Officials, as adopted by this jurisdiction.

DANGEROUS BUILDING is any building or structure deemed to be dangerous under the provisions of Section 302 of this code.

HOUSING CODE is the *Uniform Housing Code* promulgated by the International Conference of Building Officials, as adopted by this jurisdiction.

SECTION 302 — DANGEROUS BUILDING

For the purpose of this code, any building or structure which has any or all of the conditions or defects hereinafter described shall be deemed to be a dangerous building, provided that such conditions or defects exist to the extent that the life, health, property or safety of the public or its occupants are endangered.

1. Whenever any door, aisle, passageway, stairway or other means of exit is not of sufficient width or size or is not so arranged as to provide safe and adequate means of exit in case of fire or panic.
2. Whenever the walking surface of any aisle, passageway, stairway or other means of exit is so warped, worn, loose, torn or otherwise unsafe as to not provide safe and adequate means of exit in case of fire or panic.
3. Whenever the stress in any materials, member or portion thereof, due to all dead and live loads, is more than one and one half times the working stress or stresses allowed in the Building Code for new buildings of similar structure, purpose or location.
4. Whenever any portion thereof has been damaged by fire, earthquake, wind, flood or by any other cause, to such an extent that the structural strength or stability thereof is materially less than it was before such catastrophe and is less than the minimum requirements of the Building Code for new buildings of similar structure, purpose or location.
5. Whenever any portion or member or appurtenance thereof is likely to fail, or to become detached or dislodged, or to collapse and thereby injure persons or damage property.
6. Whenever any portion of a building, or any member, appurtenance or ornamentation on the exterior thereof is not of sufficient strength or stability, or is not so anchored, attached or fastened in place so as to be capable of resisting a wind pressure of one half of that specified in the Building Code for new buildings of similar structure, purpose or location without exceeding the working stresses permitted in the Building Code for such buildings.

7. Whenever any portion thereof has wracked, warped, buckled or settled to such an extent that walls or other structural portions have materially less resistance to winds or earthquakes than is required in the case of similar new construction.

8. Whenever the building or structure, or any portion thereof, because of (i) dilapidation, deterioration or decay; (ii) faulty construction; (iii) the removal, movement or instability of any portion of the ground necessary for the purpose of supporting such building; (iv) the deterioration, decay or inadequacy of its foundation; or (v) any other cause, is likely to partially or completely collapse.

9. Whenever, for any reason, the building or structure, or any portion thereof, is manifestly unsafe for the purpose for which it is being used.

10. Whenever the exterior walls or other vertical structural members list, lean or buckle to such an extent that a plumb line passing through the center of gravity does not fall inside the middle one third of the base.

11. Whenever the building or structure, exclusive of the foundation, shows 33 percent or more damage or deterioration of its supporting member or members, or 50 percent damage or deterioration of its nonsupporting members, enclosing or outside walls or coverings.

12. Whenever the building or structure has been so damaged by fire, wind, earthquake or flood, or has become so dilapidated or deteriorated as to become (i) an attractive nuisance to children; (ii) a harbor for vagrants, criminals or immoral persons; or as to (iii) enable persons to resort thereto for the purpose of committing unlawful or immoral acts.

13. Whenever any building or structure has been constructed, exists or is maintained in violation of any specific requirement or prohibition applicable to such building or structure provided by the building regulations of this jurisdiction, as specified in the Building Code or Housing Code, or of any law or ordinance of this state or jurisdiction relating to the condition, location or structure of buildings.

14. Whenever any building or structure which, whether or not erected in accordance with all applicable laws and ordinances, has in any nonsupporting part, member or portion less than 50 percent, or in any supporting part, member or portion less than 66 percent of the (i) strength, (ii) fire-resisting qualities or characteristics, or (iii) weather-resisting qualities or characteristics required by law in the case of a newly constructed building of like area, height and occupancy in the same location.

15. Whenever a building or structure, used or intended to be used for dwelling purposes, because of inadequate maintenance, dilapidation, decay, damage, faulty construction or arrangement, inadequate light, air or sanitation facilities, or otherwise, is determined by the health officer to be unsanitary, unfit for human habitation or in such a condition that is likely to cause sickness or disease.

16. Whenever any building or structure, because of obsolescence, dilapidated condition, deterioration, damage, inadequate exits, lack of sufficient fire-resistive construction, faulty electric wiring, gas connections or heating apparatus, or other cause, is determined by the fire marshal to be a fire hazard.

17. Whenever any building or structure is in such a condition as to constitute a public nuisance known to the common law or in equity jurisprudence.

18. Whenever any portion of a building or structure remains on a site after the demolition or destruction of the building or structure or whenever any building or structure is abandoned for a period in excess of six months so as to constitute such building or portion thereof an attractive nuisance or hazard to the public.

Chapter 4

NOTICES AND ORDERS OF BUILDING OFFICIAL

SECTION 401 — GENERAL

401.1 Commencement of Proceedings. When the building official has inspected or caused to be inspected any building and has found and determined that such building is a dangerous building, the building official shall commence proceedings to cause the repair, vacation or demolition of the building.

401.2 Notice and Order. The building official shall issue a notice and order directed to the record owner of the building. The notice and order shall contain:

1. The street address and a legal description sufficient for identification of the premises upon which the building is located.

2. A statement that the building official has found the building to be dangerous with a brief and concise description of the conditions found to render the building dangerous under the provisions of Section 302 of this code.

3. A statement of the action required to be taken as determined by the building official.

- 3.1 If the building official has determined that the building or structure must be repaired, the order shall require that all required permits be secured therefor and the work physically commenced within such time (not to exceed 60 days from the date of the order) and completed within such time as the building official shall determine is reasonable under all of the circumstances.

- 3.2 If the building official has determined that the building or structure must be vacated, the order shall require that the building or structure shall be vacated within a time certain from the date of the order as determined by the building official to be reasonable.

- 3.3 If the building official has determined that the building or structure must be demolished, the order shall require that the building be vacated within such time as the building official shall determine is reasonable (not to exceed 60 days from the date of the order); that all required permits be secured therefor within 60 days from the date of the order; and that the demolition be completed within such time as the building official shall determine is reasonable.

4. Statements advising that if any required repair or demolition work (without vacation also being required) is not commenced within the time specified, the building official (i) will order the building vacated and posted to prevent further occupancy until the work is completed, and (ii) may proceed to cause the work to be done and charge the costs thereof against the property or its owner.

5. Statements advising (i) that any person having any record title or legal interest in the building may appeal from the notice and order or any action of the building official to the board of appeals, provided the appeal is made in writing as provided in this code and filed with the building official within 30 days from the date of service of such notice and order; and (ii) that failure to appeal will constitute a waiver of all right to an administrative hearing and determination of the matter.

401.3 Service of Notice and Order. The notice and order, and any amended or supplemental notice and order, shall be served upon the record owner and posted on the property; and one copy thereof shall be served on each of the following if known to the

building official or disclosed from official public records: the holder of any mortgage or deed of trust or other lien or encumbrance of record; the owner or holder of any lease of record; and the holder of any other estate or legal interest of record in or to the building or the land on which it is located. The failure of the building official to serve any person required herein to be served shall not invalidate any proceedings hereunder as to any other person duly served or relieve any such person from any duty or obligation imposed by the provisions of this section.

401.4 Method of Service. Service of the notice and order shall be made upon all persons entitled thereto either personally or by mailing a copy of such notice and order by certified mail, postage prepaid, return receipt requested, to each such person at their address as it appears on the last equalized assessment roll of the county or as known to the building official. If no address of any such person so appears or is known to the building official, then a copy of the notice and order shall be so mailed, addressed to such person, at the address of the building involved in the proceedings. The failure of any such person to receive such notice shall not affect the validity of any proceedings taken under this section. Service by certified mail in the manner herein provided shall be effective on the date of mailing.

401.5 Proof of Service. Proof of service of the notice and order shall be certified to at the time of service by a written declaration under penalty of perjury executed by the persons effecting service, declaring the time, date and manner in which service was made. The declaration, together with any receipt card returned in acknowledgment of receipt by certified mail shall be affixed to the copy of the notice and order retained by the building official.

SECTION 402 — RECORDATION OF NOTICE AND ORDER

If compliance is not had with the order within the time specified therein, and no appeal has been properly and timely filed, the building official shall file in the office of the county recorder a certificate describing the property and certifying (i) that the building is a dangerous building and (ii) that the owner has been so notified. Whenever the corrections ordered shall thereafter have been completed or the building demolished so that it no longer exists as a dangerous building on the property described in the certificate, the building official shall file a new certificate with the county recorder certifying that the building has been demolished or all required corrections have been made so that the building is no longer dangerous, whichever is appropriate.

SECTION 403 — REPAIR, VACATION AND DEMOLITION

The following standards shall be followed by the building official (and by the board of appeals if an appeal is taken) in ordering the repair, vacation or demolition of any dangerous building or structure:

1. Any building declared a dangerous building under this code shall be made to comply with one of the following:

- 1.1 The building shall be repaired in accordance with the current building code or other current code applicable to the type of substandard conditions requiring repair; or

- 1.2 The building shall be demolished at the option of the building owner; or

1.3 If the building does not constitute an immediate danger to the life, limb, property or safety of the public it may be vacated, secured and maintained against entry.

2. If the building or structure is in such condition as to make it immediately dangerous to the life, limb, property or safety of the public or its occupants, it shall be ordered to be vacated.

SECTION 404 — NOTICE TO VACATE

404.1 Posting. Every notice to vacate shall, in addition to being served as provided in Section 401.3, be posted at or upon each exit of the building and shall be in substantially the following form:

**DO NOT ENTER
UNSAFE TO OCCUPY**

It is a misdemeanor to occupy this building, or to remove or deface this notice.

Building Official
..... of

404.2 Compliance. Whenever such notice is posted, the building official shall include a notification thereof in the notice and order issued under Section 401.2, reciting the emergency and specifying the conditions which necessitate the posting. No person shall remain in or enter any building which has been so posted, except that entry may be made to repair, demolish or remove such building under permit. No person shall remove or deface any such notice after it is posted until the required repairs, demolition or removal have been completed and a certificate of occupancy issued pursuant to the provisions of the Building Code.

Chapter 5 APPEAL

SECTION 501 — GENERAL

501.1 Form of Appeal. Any person entitled to service under Section 401.3 may appeal from any notice and order or any action of the building official under this code by filing at the office of the building official a written appeal containing:

1. A heading in the words: "Before the board of appeals of the of"

2. A caption reading: "Appeal of," giving the names of all appellants participating in the appeal.

3. A brief statement setting forth the legal interest of each of the appellants in the building or the land involved in the notice and order.

4. A brief statement in ordinary and concise language of the specific order or action protested, together with any material facts claimed to support the contentions of the appellant.

5. A brief statement in ordinary and concise language of the relief sought and the reasons why it is claimed the protested order or action should be reversed, modified or otherwise set aside.

6. The signatures of all parties named as appellants and their official mailing addresses.

7. The verification (by declaration under penalty of perjury) of at least one appellant as to the truth of the matters stated in the appeal.

The appeal shall be filed within 30 days from the date of the service of such order or action of the building official; provided, however, that if the building or structure is in such condition as to make it immediately dangerous to the life, limb, property or safety of the public or adjacent property and is ordered vacated and is posted in accordance with Section 404, such appeal shall be filed within 10 days from the date of the service of the notice and order of the building official.

501.2 Processing of Appeal. Upon receipt of any appeal filed pursuant to this section, the building official shall present it at the next regular or special meeting of the board of appeals.

501.3 Scheduling and Noticing Appeal for Hearing. As soon as practicable after receiving the written appeal, the board of appeals shall fix a date, time and place for the hearing of the appeal by the board. Such date shall not be less than 10 days nor more than 60 days from the date the appeal was filed with the building official. Written notice of the time and place of the hearing shall be given at least 10 days prior to the date of the hearing to each appellant by the secretary of the board either by causing a copy of such notice to be delivered to the appellant personally or by mailing a copy thereof, postage prepaid, addressed to the appellant at the address shown on the appeal.

SECTION 502 — EFFECT OF FAILURE TO APPEAL

Failure of any person to file an appeal in accordance with the provisions of Section 501 shall constitute a waiver of the right to an administrative hearing and adjudication of the notice and order or any portion thereof.

SECTION 503 — SCOPE OF HEARING ON APPEAL

Only those matters or issues specifically raised by the appellant shall be considered in the hearing of the appeal.

SECTION 504 — STAYING OF ORDER UNDER APPEAL

Except for vacation orders made pursuant to Section 404, enforcement of any notice and order of the building official issued under this code shall be stayed during the pendency of an appeal therefrom which is properly and timely filed.

Chapter 6

PROCEDURES FOR CONDUCT OF HEARING APPEALS

SECTION 601 — GENERAL

601.1 Hearing Examiners. The board may appoint one or more hearing examiners or designate one or more of its members to serve as hearing examiners to conduct the hearings. The examiner hearing the case shall exercise all powers relating to the conduct of hearings until it is submitted to the board for decision.

601.2 Record. A record of the entire proceedings shall be made by tape recording or by any other means of permanent recording determined to be appropriate by the board.

601.3 Reporting. The proceedings at the hearing shall also be reported by a phonographic reporter if requested by any party thereto. A transcript of the proceedings shall be made available to all parties upon request and upon payment of the fee prescribed therefor. Such fees may be established by the board, but shall in no event be greater than the cost involved.

601.4 Continuances. The board may grant continuances for good cause shown; however, when a hearing examiner has been assigned to such hearing, no continuances may be granted except by the examiner for good cause shown so long as the matter remains before the examiner.

601.5 Oaths—Certification. In any proceedings under this chapter, the board, any board member, or the hearing examiner has the power to administer oaths and affirmations and to certify to official acts.

601.6 Reasonable Dispatch. The board and its representatives shall proceed with reasonable dispatch to conclude any matter before it. Due regard shall be shown for the convenience and necessity of any parties or their representatives.

SECTION 602 — FORM OF NOTICE OF HEARING

The notice to appellant shall be substantially in the following form, but may include other information:

"You are hereby notified that a hearing will be held before (the board of appeals or name of hearing examiner) at on the day of, 19, at the hour, upon the notice and order served upon you. You may be present at the hearing. You may be, but need not be, represented by counsel. You may present any relevant evidence and will be given full opportunity to cross-examine all witnesses testifying against you. You may request the issuance of subpoenas to compel the attendance of witnesses and the production of books, documents or other things by filing an affidavit therefor with (board of appeals or name of hearing examiner)."

SECTION 603 — SUBPOENAS

603.1 Filing of Affidavit. The board or examiner may obtain the issuance and service of a subpoena for the attendance of witnesses or the production of other evidence at a hearing upon the request of a member of the board or upon the written demand of any party. The issuance and service of such subpoena shall be obtained upon the filing of an affidavit therefor which states the name and address of the proposed witness; specifies the exact things sought to be produced and the materiality thereof in detail to the issues involved; and states that the witness has the desired

things in possession or under control. A subpoena need not be issued when the affidavit is defective in any particular.

603.2 Cases Referred to Examiner. In cases where a hearing is referred to an examiner, all subpoenas shall be obtained through the examiner.

603.3 Penalties. Any person who refuses without lawful excuse to attend any hearing or to produce material evidence which the person possesses or controls as required by any subpoena served upon such person as provided for herein shall be guilty of a misdemeanor.

SECTION 604 — CONDUCT OF HEARING

604.1 Rules. Hearings need not be conducted according to the technical rules relating to evidence and witnesses.

604.2 Oral Evidence. Oral evidence shall be taken only on oath or affirmation.

604.3 Hearsay Evidence. Hearsay evidence may be used for the purpose of supplementing or explaining any direct evidence, but shall not be sufficient in itself to support a finding unless it would be admissible over objection in civil actions in courts of competent jurisdiction in this state.

604.4 Admissibility of Evidence. Any relevant evidence shall be admitted if it is the type of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule which might make improper the admission of such evidence over objection in civil actions in courts of competent jurisdiction in this state.

604.5 Exclusion of Evidence. Irrelevant and unduly repetitious evidence shall be excluded.

604.6 Rights of Parties. Each party shall have these rights, among others:

1. To call and examine witnesses on any matter relevant to the issues of the hearing;
2. To introduce documentary and physical evidence;
3. To cross-examine opposing witnesses on any matter relevant to the issues of the hearing;
4. To impeach any witness regardless of which party first called the witness to testify;
5. To rebut the evidence; and
6. To be represented by anyone who is lawfully permitted to do so.

604.7 Official Notice.

604.7.1 What may be noticed. In reaching a decision, official notice may be taken, either before or after submission of the case for decision, of any fact which may be judicially noticed by the courts of this state or of official records of the board or departments and ordinances of the city or rules and regulations of the board.

604.7.2 Parties to be notified. Parties present at the hearing shall be informed of the matters to be noticed, and these matters shall be noted in the record, referred to therein, or appended thereto.

604.7.3 Opportunity to refute. Parties present at the hearing shall be given a reasonable opportunity, on request, to refute the officially noticed matters by evidence or by written or oral presentation of authority, the manner of such refutation to be determined by the board or hearing examiner.

604.7.4 Inspection of the premises. The board or the hearing examiner may inspect any building or premises involved in the appeal during the course of the hearing, provided that (i) notice of such inspection shall be given to the parties before the inspection is made, (ii) the parties are given an opportunity to be present during the inspection, and (iii) the board or the hearing examiner shall state for the record upon completion of the inspection the material facts observed and the conclusions drawn therefrom. Each party then shall have a right to rebut or explain the matters so stated by the board or hearing examiner.

SECTION 605 — METHOD AND FORM OF DECISION

605.1 Hearing before Board Itself. When a contested case is heard before the board itself, a member thereof who did not hear the evidence or has not read the entire record of the proceedings shall not vote on or take part in the decision.

605.2 Hearing before Examiner. If a contested case is heard by a hearing examiner alone, the examiner shall within a reasonable time (not to exceed 90 days from the date the hearing is closed) submit a written report to the board. Such report shall contain a brief summary of the evidence considered and state the examiner's findings, conclusions and recommendations. The report also shall contain a proposed decision in such form that it may be adopted by the board as its decision in the case. All examiner's reports filed with the board shall be matters of public record. A copy of each such report and proposed decision shall be mailed to each party on the date they are filed with the board.

605.3 Consideration of Report by Board—Notice. The board shall fix the time, date and place to consider the examiner's report and proposed decision. Notice thereof shall be mailed to each interested party not less than five days prior to the date fixed, unless it is otherwise stipulated by all of the parties.

605.4 Exceptions to Report. Not later than two days before the date set to consider the report, any party may file written exceptions to any part or all of the examiner's report and may attach thereto a proposed decision together with written argument in support of such decision. By leave of the board, any party may present oral argument to the board.

605.5 Disposition by the Board. The board may adopt or reject the proposed decision in its entirety, or may modify the proposed decision.

605.6 Proposed Decision Not Adopted. If the proposed decision is not adopted as provided in Section 605.5, the board may decide the case upon the entire record before it, with or without taking additional evidence, or may refer the case to the same or another hearing examiner to take additional evidence. If the case is reassigned to a hearing examiner, the examiner shall prepare a report and proposed decision as provided in Section 605.2 hereof after any additional evidence is submitted. Consideration of such proposed decision by the board shall comply with the provisions of this section.

605.7 Form of Decision. The decision shall be in writing and shall contain findings of fact, a determination of the issues presented, and the requirements to be complied with. A copy of the decision shall be delivered to the appellant personally or sent by certified mail, postage prepaid, return receipt requested.

605.8 Effective Date of Decision. The effective date of the decision shall be as stated therein.

Chapter 7

ENFORCEMENT OF THE ORDER OF THE BUILDING OFFICIAL OR THE BOARD OF APPEALS

SECTION 701 — COMPLIANCE

701.1 General. After any order of the building official or the board of appeals made pursuant to this code shall have become final, no person to whom any such order is directed shall fail, neglect or refuse to obey any such order. Any such person who fails to comply with any such order is guilty of a misdemeanor.

701.2 Failure to Obey Order. If, after any order of the building official or board of appeals made pursuant to this code has become final, the person to whom such order is directed shall fail, neglect or refuse to obey such order, the building official may (i) cause such person to be prosecuted under Section 701.1 or (ii) institute any appropriate action to abate such building as a public nuisance.

701.3 Failure to Commence Work. Whenever the required repair or demolition is not commenced within 30 days after any final notice and order issued under this code becomes effective:

1. The building official shall cause the building described in such notice and order to be vacated by posting at each entrance thereto a notice reading:

DANGEROUS BUILDING DO NOT OCCUPY

It is a misdemeanor to occupy this building, or to remove or deface this notice.

Building Official
..... of

2. No person shall occupy any building which has been posted as specified in this section. No person shall remove or deface any such notice so posted until the repairs, demolition or removal ordered by the building official have been completed and a certificate of occupancy issued pursuant to the provisions of the Building Code.

3. The building official may, in addition to any other remedy herein provided, cause the building to be repaired to the extent necessary to correct the conditions which render the building dangerous as set forth in the notice and order; or, if the notice and or-

der required demolition, to cause the building to be sold and demolished or demolished and the materials, rubble and debris therefrom removed and the lot cleaned. Any such repair or demolition work shall be accomplished and the cost thereof paid and recovered in the manner hereinafter provided in this code. Any surplus realized from the sale of any such building, or from the demolition thereof, over and above the cost of demolition and of cleaning the lot, shall be paid over to the person or persons lawfully entitled thereto.

SECTION 702 — EXTENSION OF TIME TO PERFORM WORK

Upon receipt of an application from the person required to conform to the order and by agreement of such person to comply with the order if allowed additional time, the building official may grant an extension of time, not to exceed an additional 120 days, within which to complete said repair, rehabilitation or demolition, if the building official determines that such an extension of time will not create or perpetuate a situation imminently dangerous to life or property. The building official's authority to extend time is limited to the physical repair, rehabilitation or demolition of the premises and will not in any way affect the time to appeal the notice and order.

SECTION 703 — INTERFERENCE WITH REPAIR OR DEMOLITION WORK PROHIBITED

No person shall obstruct, impede or interfere with any officer, employee, contractor or authorized representative of this jurisdiction or with any person who owns or holds any estate or interest in any building which has been ordered repaired, vacated or demolished under the provisions of this code; or with any person to whom such building has been lawfully sold pursuant to the provisions of this code, whenever such officer, employee, contractor or authorized representative of this jurisdiction, person having an interest or estate in such building or structure, or purchaser is engaged in the work of repairing, vacating and repairing, or demolishing any such building, pursuant to the provisions of this code, or in performing any necessary act preliminary to or incidental to such work or authorized or directed pursuant to this code.

Chapter 8

PERFORMANCE OF WORK OF REPAIR OR DEMOLITION

SECTION 801 — GENERAL

801.1 Procedure. When any work of repair or demolition is to be done pursuant to Section 701.3, Item 3, of this code, the building official shall issue an order therefor to the director of public works and the work shall be accomplished by personnel of this jurisdiction or by private contract under the direction of said director. Plans and specifications therefor may be prepared by said director, or the director may employ such architectural and engineering assistance on a contract basis as deemed reasonably necessary. If any part of the work is to be accomplished by private contract, standard public works contractual procedures shall be followed.

801.2 Costs. The cost of such work shall be paid from the repair and demolition fund, and may be made a special assessment against the property involved, or may be made a personal obligation of the property owner, whichever the legislative body of this jurisdiction shall determine is appropriate.

SECTION 802 — REPAIR AND DEMOLITION FUND

802.1 General. The legislative body of this jurisdiction shall establish a special revolving fund to be designated as the repair and demolition fund. Payments shall be made out of said fund upon the demand of the director of public works to defray the costs and expenses which may be incurred by this jurisdiction in doing or causing to be done the necessary work of repair or demolition of dangerous buildings.

802.2 Maintenance of Fund. The legislative body may at any time transfer to the repair and demolition fund, out of any money in the general fund of this jurisdiction, such sums as it may deem necessary in order to expedite the performance of the work of repair or demolition, and any sum so transferred shall be deemed a loan to the repair and demolition fund and shall be repaid out of the proceeds of the collections hereinafter provided for. All funds collected under the proceedings hereinafter provided for shall be paid to the treasurer of this jurisdiction who shall credit the same to the repair and demolition fund.

Chapter 9

RECOVERY OF COST OF REPAIR OR DEMOLITION

SECTION 901 — ACCOUNT OF EXPENSE, FILING OF REPORT

The director of public works shall keep an itemized account of the expense incurred by this jurisdiction in the repair or demolition of any building done pursuant to the provisions of Section 701.3, Item 3, of this code. Upon the completion of the work of repair or demolition, said director shall prepare and file with the clerk of this jurisdiction a report specifying the work done, the itemized and total cost of the work, a description of the real property upon which the building or structure is or was located, and the names and addresses of the persons entitled to notice pursuant to Section 401.3.

SECTION 902 — NOTICE OF HEARING

Upon receipt of said report, the clerk of this jurisdiction shall present it to the legislative body of this jurisdiction for consideration. The legislative body of this jurisdiction shall fix a time, date and place for hearing said report and any protests or objections thereto. The clerk of this jurisdiction shall cause notice of said hearing to be posted upon the property involved, published once in a newspaper of general circulation in this jurisdiction, and served by certified mail, postage prepaid, addressed to the owner of the property as the owner's name and address appears on the last equalized assessment roll of the county, if such so appears, or as known to the clerk. Such notice shall be given at least 10 days prior to the date set for the hearing and shall specify the day, hour and place when the legislative body will hear and pass upon the director's report, together with any objections or protests which may be filed as hereinafter provided by any person interested in or affected by the proposed charge.

SECTION 903 — PROTESTS AND OBJECTIONS

Any person interested in or affected by the proposed charge may file written protests or objections with the clerk of this jurisdiction at any time prior to the time set for the hearing on the report of the director. Each such protest or objection must contain a description of the property in which the signer thereof is interested and the grounds of such protest or objection. The clerk of this jurisdiction shall endorse on every such protest or objection the date of receipt. The clerk shall present such protests or objections to the legislative body of this jurisdiction at the time set for the hearing, and no other protests or objections shall be considered.

SECTION 904 — HEARING OF PROTESTS

Upon the day and hour fixed for the hearing, the legislative body of this jurisdiction shall hear and pass upon the report of the director together with any such objections or protests. The legislative body may make such revision, correction or modification in the report or the charge as it may deem just; and when the legislative body is satisfied with the correctness of the charge, the report (as submitted or as revised, corrected or modified) together with the charge, shall be confirmed or rejected. The decision of the legislative body of this jurisdiction on the report and the charge, and on all protests or objections, shall be final and conclusive.

SECTION 905 — PERSONAL OBLIGATION OR SPECIAL ASSESSMENT

905.1 General. The legislative body of this jurisdiction may thereupon order that said charge shall be made a personal obligation of the property owner or assess said charge against the property involved.

905.2 Personal Obligation. If the legislative body of this jurisdiction orders that the charge shall be a personal obligation of the property owner, it shall direct the attorney for this jurisdiction to collect the same on behalf of this jurisdiction by use of all appropriate legal remedies.

905.3 Special Assessment. If the legislative body of this jurisdiction orders that the charge shall be assessed against the property, it shall confirm the assessment, cause the same to be recorded on the assessment roll, and thereafter said assessment shall constitute a special assessment against and a lien upon the property.

SECTION 906 — CONTEST

The validity of any assessment made under the provisions of this chapter shall not be contested in any action or proceeding unless the same is commenced within 30 days after the assessment is placed upon the assessment roll as provided herein. Any appeal from a final judgment in such action or proceeding must be perfected within 30 days after the entry of such judgment.

SECTION 907 — AUTHORITY FOR INSTALLMENT PAYMENT OF ASSESSMENTS WITH INTEREST

The legislative body of this jurisdiction, in its discretion, may determine that assessments in amounts of \$500.00 or more shall be payable in not to exceed five equal annual installments. The legislative body's determination to allow payment of such assessments in installments, the number of installments, whether they shall bear interest, and the rate thereof shall be by a resolution adopted prior to the confirmation of the assessment.

SECTION 908 — LIEN OF ASSESSMENT

908.1 Priority. Immediately upon its being placed on the assessment roll, the assessment shall be deemed to be complete, the several amounts assessed shall be payable, and the assessments shall be liens against the lots or parcels of land assessed, respectively. The lien shall be subordinate to all existing special assessment liens previously imposed upon the same property and shall be paramount to all other liens except for state, county and property taxes with which it shall be upon a parity. The lien shall continue until the assessment and all interest due and payable thereon are paid.

908.2 Interest. All such assessments remaining unpaid after 30 days from the date of recording on the assessment roll shall become delinquent and shall bear interest at the rate of 7 percent per annum from and after said date.

SECTION 909 — REPORT TO ASSESSOR AND TAX COLLECTOR: ADDITION OF ASSESSMENT TO TAX BILL

After confirmation of the report, certified copies of the assessment shall be given to the assessor and the tax collector for this

jurisdiction, who shall add the amount of the assessment to the next regular tax bill levied against the parcel for municipal purposes.

SECTION 910 — FILING COPY OF REPORT WITH COUNTY AUDITOR

If the county assessor and the county tax collector assess property and collect taxes for this jurisdiction, a certified copy of the assessment shall be filed with the county auditor on or before August 10th. The descriptions of the parcels reported shall be those used for the same parcels on the county assessor's map books for the current year.

SECTION 911 — COLLECTION OF ASSESSMENT: PENALTIES FOR FORECLOSURE

The amount of the assessment shall be collected at the same time and in the same manner as ordinary property taxes are collected

and shall be subject to the same penalties and procedure and sale in case of delinquency as provided for ordinary property taxes. All laws applicable to the levy, collection and enforcement of property taxes shall be applicable to such assessment.

If the legislative body of this jurisdiction has determined that the assessment shall be paid in installments, each installment and any interest thereon shall be collected in the same manner as ordinary property taxes in successive years. If any installment is delinquent, the amount thereof is subject to the same penalties and procedure for sale as provided for ordinary property taxes.

SECTION 912 — REPAYMENT OF REPAIR AND DEMOLITION FUND

All money recovered by payment of the charge or assessment or from the sale of the property at foreclosure sale shall be paid to the treasurer of this jurisdiction, who shall credit the same to the repair and demolition fund.

Attachment 3

CCAC Reccomonded Changes to Building Codes, Ordinances and Resolutions

CCAC Recommended Changes to the Following Building Codes, Ordinances, and Resolutions <u>Mariposa County Code, Ordinance, or Resolution</u>	<u>CCAC Recommendation</u>
--	-----------------------------------

15.10.240, Notice of Non-Compliance

Change the authority of filing a Notice of Non-Compliance against a property from the Building Inspectors to the Building Official.

15.10.050, Expiration of Building Permits

Change to the reapplication process and costs of building permits.

Current Mariposa Code requires a property owner to reactivate a building permit when the permit expires, and is charged a fee based upon the amount of work completed. The reapplication fee could be the cost of entire original permit fee. Residential building permits are valid for one year from the date issued, while commercial building permits are valid for six months from the date issued.

The Building Official should be able to grant an extension to the original building permit without additional fees charged to the property owner. If a building permit has expired, the Building Official should be able to reinstate the building permit, if warranted with a flat administrative fee.

Post-Disaster Recovery

Update of extended timelines to all relevant Codes, Ordinances, and Resolutions as recommended earlier by the CCAC and approved by the Board of Supervisors.

Resolution 19-731, Adopting Development
Services Fee Adjustments

Revise to not charge an additional permit issuance fee for “Over the Counter Permits”, or as determined by the Building Official.

Examples of “Over the Counter Permits” include: water heaters, re-roofs, plumbing repairs, electrical change overs, minor electric and repair, HVAC installations, window change outs (like-for-like). In these cases, only the cost of the building permit for “Over the Counter Permits” will be charged to the property owner.



MARIPOSA COUNTY

Board of Supervisors



RESOLUTION - ACTION REQUESTED

MEETING: September 12, 2023
TO: The Board of Supervisors
FROM: Dallin Kimble, County Administrative Officer
RE: Approve the Mariposa County Version of the Mother Lode Accessory Dwelling (ADU) Workbook

RECOMMENDATION AND JUSTIFICATION

This effort was a collaboration between Amador, Nevada and Calaveras Counties managed by Mariposa County. The materials produced through this process inform residents on the steps they can take to develop an Accessory Dwelling Unit or (ADU) on their property. The goal of this effort is to make legal local development more approachable to county residents, resulting in an increase in the construction of workforce and community housing. In order to do this, staff set the intention of meeting the public on their level; developing language, process graphics, videos and estimation tools that are friendly and easy to use. The deliverables include a comprehensive ADU work book, development check lists, examples of legal building types, examples of manufactured housing vendors, examples of site development expenses, return on investment calculator, can I build tool, spotlight stories and financing strategies. A hard copy and digital booklet has been produced during this effort, accompanied by a new website, social media outreach and education campaign correlated for implementation in a rural context throughout the Motherlode Region.

BACKGROUND AND HISTORY OF BOARD ACTIONS

Res 21-37 Board Approves an application to the Regional Early Action Planning grant program for the development of the Mother lode Accessory Dwelling workbook
Res 22-585 Board enters into an agreement with Baird and Driskell Community Planning to consult on the development on the Motherl Lode ADU handbook
Res 22-264 Board Approves a MOU with Calaveras, Amador and Nevada Counties to begin work on the Motherlode Accessory Dwelling workbook
Res 23-133 Contract Amendment with Baird and Driskell Community Planning

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Alternatively the Board could ask for revisions to the workbook

FINANCIAL IMPACT

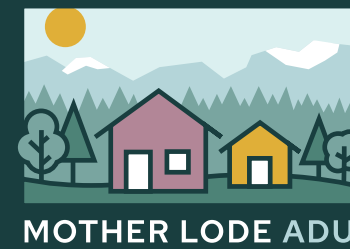
The project is completely funded by a Regional Early Action Planning grant. County receives \$10,000 to support the staff time required to project manage this regional project.

ATTACHMENTS

- 1. Mariposa County Guidebook 8.28.23**
- 2. Mariposa County Process Graphic Handout 8.22.2023**
- 3. Mariposa ADU Checklist Final**
- 4. ML ADU Mariposa BOS Slides (1)**

MARIPOSA COUNTY

ADU Guidebook



A COMPLETE GUIDE TO BUILDING AN ACCESSORY DWELLING UNIT



GETTING
STARTED



LEARNING
THE RULES



BUDGETING



DESIGN



PERMITTING



CONSTRUCTION



MOVE-IN



WELCOME TO MOTHER LODGE ADU

Mariposa County



This guide was created as a resource to help residents of Mariposa County through the entire process of building an accessory dwelling unit (ADU)—also known as granny flats, backyard cottages, in-law units, or basement/garage apartments.

These pages include a step-by-step approach to your ADU project (from ADU 101 all the way to move-in) and provide links to helpful resources and tools along the way.

Mother Lode ADU Online

Our [ADU website](#) includes this Guidebook and the exercise worksheets that go along with it, plus a variety of other tools and resources to guide you through the ADU process. This includes an ADU Plans Gallery where you can compare and select pre-existing plans, saving both time and money.

GUIDEBOOK & EXERCISES

motherlodeadu.org/guidebook

COUNTY ADU RULES motherlodeadu.org/rules

ADU CALCULATOR motherlodeadu.org/calculator

PLANS GALLERY motherlodeadu.org/plans

ADU GLOSSARY motherlodeadu.org/glossary

CAN I BUILD TOOL motherlodeadu.org/can-i-build
and much more!

Mariposa County Planning Department

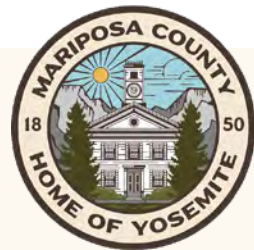
5100 Bullion St #1, Mariposa

Mon-Fri 8:00am – 5:00pm

[Website](#)

209-966-5151

planningdept@mariposacounty.org



MORE CONTACT INFO IN THE DIRECTORY, FINAL PAGES

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Version 1.0, September 2023

COVER PHOTO: RICHARD ADU STORY, PAGE 48; TOP LEFT PHOTO: GAIL ADU STORY, PAGE 14

 **SEE ALL URLS** in the Directory (final pages).

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	2 Learning the Rules	17
	3 Budgeting & Finance	27
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	6 Construction	61
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EXERCISES 72

This guidebook includes exercises to help you plan your ADU project. See the final pages of this Guidebook or download a separate PDF using the QR code.



GETTING STARTED

- ☐ Identifying Goals & Concerns
- ☐ Recording Your ADU Goals
- ☐ Making a Rough Property Sketch

LEARNING THE RULES

- ☐ Property Details Worksheet
- ☐ Staff Meeting Worksheet

BUDGETING & FINANCE

- ☐ Budgeting Exercise

DESIGN

- ☐ Initial Design Exercise
- ☐ Design Ideas Exercise
- ☐ Designer Considerations Exercise

PERMITTING

- ☐ Staff Meeting Worksheet

MOVE-IN

- ☐ What You Want in a Lease

ADU STORIES



GAIL
Stability for Local Workers



RICHARD
Flexible Housing for Family



SUE
A Perfect Place for Mom



ROSEMARY
Confidence from Extra Income



ADU 101

ADUs (Accessory Dwelling Units) come in many shapes and sizes but are always a self-contained home that is usually smaller than the main home and legally part of the same property.

They must have a kitchen, bathroom, and place to sleep, and can range from 190 square foot studios to 1,200 square foot homes with multiple bedrooms, depending on your property size and location.



Another Option: JADUs

JUNIOR ACCESSORY DWELLING UNITS (JADUs) are a smaller type of ADU up to 500 square feet within a home that have their own entryway. They can also have an entry way into the main house. Unlike ADUs, they have the option to share a bathroom with the main home (if it's accessible from the JADU) and include just an efficiency kitchen (sink, cabinets, smaller appliances, and counter). Another big difference is the owner must live in either the main home or the JADU, even if the property has an ADU too. Construction costs for JADUs are typically much lower.

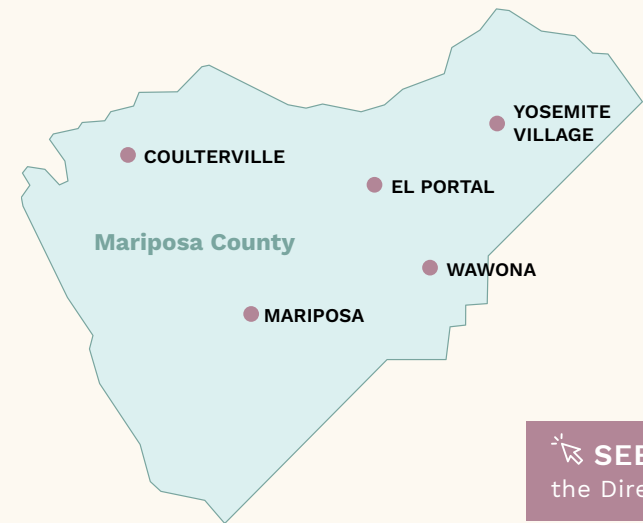
State law now allows homeowners to have both a JADU and a regular ADU on their property.



DOES THIS GUIDE APPLY TO YOUR ADU?

Please note, this guide was written to help everyone in Mariposa County build an ADU, including areas like Coulterville, El Portal, and Yosemite Village. Since every place is unique, there may be specific requirements for your project depending on where you plan to build.

Please use the [Can I Build tool](#)  to verify your location and what rules apply.



 **SEE ALL URLS** in the Directory (final pages).

Types of ADUs

ADUs do not always fit neatly into one category – like an attached ADU made from converted space, for instance. See more about types in the Learn the Rules section.



DETACHED New freestanding structure separate from the main home, like a backyard cottage



ATTACHED New structure (may include some converted space) sharing at least one wall with the main home



CONVERSION Converted existing space in the main home or on the property (bedroom, basement, detached garage)



JADU A type of conversion up to 500 square feet within the main home (existing or proposed)



MULTI-FAMILY Any of the above (except JADU) that is part of a multifamily building like a duplex, triplex, or apartment building (existing or proposed)

WHAT IS NOT AN ADU



RVs, tiny homes on wheels, yurts, and storage structures are usually not considered ADUs, because it is hard for them to meet California Building Code.

Construction Methods



SITE-BUILT/TRADITIONAL means an ADU built from scratch on your property.



PREFAB/PANELIZED/MODULAR means an ADU is built off site, delivered to your property, and assembled or placed on a foundation.

See more about site-built vs. prefabricated ADUs in the Design section.

Benefits of ADUs

Building and renting an ADU is truly a community service — ADUs often provide homes for the local workforce, seniors, and young families who have difficulty finding local housing that meets their needs.

For homeowners, there are many reasons to build an ADU — keeping multiple generations of family together on the same property, financial security, flexibility over time, safe and convenient housing for friends or local workers, and many others.



A HOME AS YOU AGE for a caregiver or for aging adults who want to rent their main home and live in their ADU.



RENTAL INCOME for retirement, savings, or a rainy day from either the ADU or the main home.



HOUSING FRIENDS AND FAMILY like adult children, aging grandparents or parents, or loved ones with special needs.



SAFETY with an extra set of eyes and hands on the property day-to-day or when you're away.



PROPERTY VALUE improves with a new ADU, increasing the future sale price.



LOCAL SUPPORT is built through small-scale living and rentals for workers, supporting our local environment and businesses (and reducing commutes).

The ADU Process

? How long does it take?

Project Timing

Building an ADU is an investment of time as well as money. Most projects take one to two years to complete, with interior conversions being the fastest.

Stages of the process include:

- **PLANNING** 1-3 months
Getting Started, Learning the Rules, Budgeting
- **DESIGN** 1-6 months
- **PERMITTING** 1-6 months
- **CONSTRUCTION** 6-12 months

ADU PROCESS AT-A-GLANCE



The following is a general overview of all you can expect as you build your ADU. Many homeowners find that their project does not follow a straight line, so don't be surprised if steps happen in a different order. That is normal!

Visit [our ADU website](#) for tools and resources associated with each step of the process.

SEE ALL URLS in the Directory (final pages).

Project Timeline



PLANNING

1-3 mos.



DESIGN

1-6 mos.



PERMITTING

1-6 mos.



CONSTRUCTION

6-12 mos.



ADU Process At-A-Glance

County staff are available to help you through the ADU building process. Please contact the Planning Department with your questions and visit our [ADU website](#)  for more information. See the Directory (final pages) for contact information.

1 GET STARTED

- **Think about what you want** and **look for inspiration** on our [ADU website](#)  – explore floorplans and ADU stories.
- **Learn what you can build** by using the [Can I Build an ADU Tool](#) .
- **Make an informal sketch** of your property using our [ADU exercises](#) .
- **Estimate costs and rental income** using the [Mariposa ADU Calculator](#) .

3 DESIGN YOUR ADU

- **Consider using the** [ADU Plans Gallery](#)  to start from an existing plan.
- **Hire your team** of a licensed designer and contractor (or design/build team). They will help with the application process too.
- **Create your initial design** and discuss it with Planning Department staff.
- **Finalize your design** and plans for permitting.

5 CONSTRUCT YOUR ADU

- **Ensure all funding is established** before beginning construction.
- **Monitor construction** (typically 6-12 months) by checking in with contractors, making decisions about materials, and ensuring inspections are moving along.
- **Schedule and pass all inspections** (usually done by your contractor) throughout construction by calling the Building Department at 209-966-3934.



2 LEARN THE RULES

- **Learn about your property**, including APN, lot size, service providers, and zoning with the [County Property Search Tool](#) .
- **Learn the County rules** and what you can build on our [ADU website](#) .
- **Talk with County staff** about rules, deed restrictions, and septic and water issues.
- **Adjust your project budget** as needed and create a plan for financing your project.

4 APPLY FOR PERMITS

- **Prepare your** [building permit application](#)  and review our [ADU Checklist](#)  to ensure your submission is complete.
- **Submit your application** in person or online to the Building Department and pay permit fees. Reviewed in two weeks.
- **Revise your application** if requested (at least one round is typical) and resubmit. All fees are due before you collect your permit.

6 MOVE IN! Once your ADU has passed final inspection, it's ready for move-in!



 **SEE ALL URLS** in the Directory (final pages).



SECTION ONE

Getting Started



Think About What You Want



Make a Sketch



Estimate Costs

PLUS:

- Early Considerations

Project Timeline

Getting Started is part of the planning phase, which typically takes 1-3 months. Most ADU projects take 12-18 months to complete, but some extend to 24 months or more.



PLANNING

1-3 mos.



DESIGN

1-6 mos.



PERMITTING

1-6 mos.



CONSTRUCTION

6-12 mos.





Think About What You Want

? How do I get started?

Keep in mind that your ideas are likely to change after you learn more about your property and when you hire a professional team. Being flexible is key!

Typically, a studio is 190–400 square feet, a one-bedroom is 400–850 square feet, and a two-bedroom is 700–1,200 square feet.

 **SEE ALL URLS** in the Directory (final pages).

Goals and Concerns

Start by thinking about both your short- and long-term goals. One of the benefits of an ADU is that how you use it can change with your needs over time. At first, you might rent it, then turn it into a children's playroom, and eventually it might house aging parents or yourself.

It is also important to think about your concerns, like cost, financing, and design. Ways to address these potential challenges are explored in this guide. Creating a list early in the process can help make sure they are addressed sufficiently.

Look For Inspiration

Learning about other ADUs helps you visualize how you might use one, decide what features and design elements matter to you, and get a feel for smaller living spaces.

ADU SPOTLIGHTS Read stories in this Guidebook or [on our website](#)  about neighbors who have built or live in ADUs.

FLOORPLANS See a large selection of real-world ADU floorplans from across California [on our website](#) .



EXERCISES

☐ IDENTIFYING GOALS & CONCERNS

Short- and long-term goals and concerns for your ADU.

☐ RECORDING YOUR ADU GOALS

Focusing on the benefits of your ADU.

SEE FINAL PAGES
OR USE QR CODE



MOTHER LODE ADU PLANS GALLERY

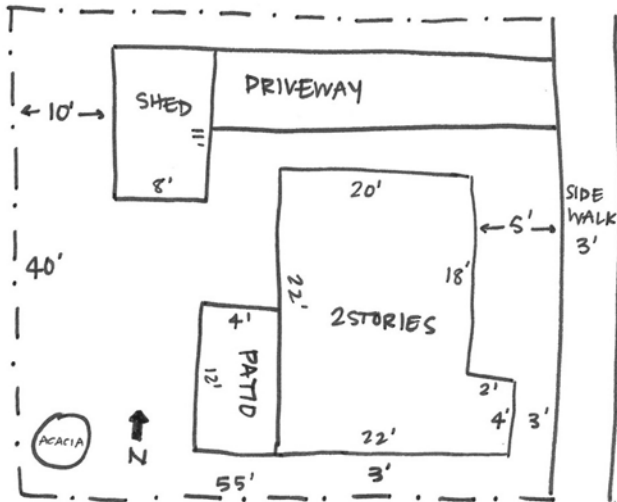
Jump start your design by visiting our [Plans Gallery](#)  to view and compare dozens of pre-existing designs and connect directly with the designer. Choosing one of these plans can save you time money.

TALK TO FRIENDS AND NEIGHBORS If you know people who have built ADUs, talk to them about what they like and what they wish they'd done differently. If you know any architects or contractors, chat with them about ADUs and the process.



Make an Informal Sketch

This is a good time to make an informal, rough sketch of your property, including existing structures, trees, driveways, and other major elements like creeks, ponds or slopes over 30%. You can continue to update/revisit this sketch as you learn more about your property and development rules. Use our Property Sketch exercise for instructions and tips.



EXERCISES [SEE FINAL PAGES OR USE QR CODE](#)

□ MAKING A ROUGH SKETCH OF YOUR PROPERTY

Guidelines for drawing a rough site map of your property.





Estimate Costs

A very rough placeholder for you to use is \$200-\$350 per square foot, including construction (“hard costs”) and other costs like design and permit fees (“soft costs”). The real number can vary widely and depends on many factors such as quality of finishes, septic system improvements or site preparation work.

We talk more about costs in the Design, Permitting, and Construction sections. See the Budgeting & Finance section for a detailed explanation of financing options.

 **SEE ALL URLS** in the Directory (final pages).

The [Mariposa County ADU Calculator](#)  is a great place to start when developing a budget. It provides a rough estimate of costs, fees, and rents and will help you understand how choices can impact your budget over time.

PHOTO: ROSEMARY ADU STORY, PAGE 70



Early Considerations

Things to think about early on to avoid problems down the road:

SPEAKING TO NEIGHBORS You're not required to tell your neighbors about your ADU, but it is always a good idea to talk with them early in the process about changes to your property. Who knows – learning about the process through your experience may help them decide to build an ADU too!

SHARING SPACE Think about what it will be like to be a landlord or to share your property with someone. The tenant may share a backyard or wall and utilities. You may want to consider soundproofing, ventilation for cooking smells, utility costs, and any shared maintenance tasks.

FIRE SAFETY Most mortgage lenders require fire insurance and there may be additional rules depending on the location of your property. If the main home has fire sprinklers, the ADU will require sprinklers as well.

ZONE OR AREA RULES If your property is in a special zone or area, like a Town Planning Area, Historic District, High Fire Hazard Severity Zone, or Yosemite National Park, you may need to consider additional guidance and rules. It's important to understand these rules early on – talk with County staff and see the Learning the Rules section for more detail.

SPECIAL PROPERTY RULES County staff will let you know about any requirements for your property, like snow load (depends on elevation) and hillsides (depends on slope). High-engineered designs may be required.

UTILITIES You'll need to figure out what's required for your ADU's utility services (water, sewer, gas, electricity). Some ADUs will require new connections or you may need to upgrade services, septic systems, and/or meters, which can possibly add sizable time and cost to your project. See the Learning the Rules section for more details on Utilities.





ADU STORY

Gail STABILITY FOR LOCAL WORKERS

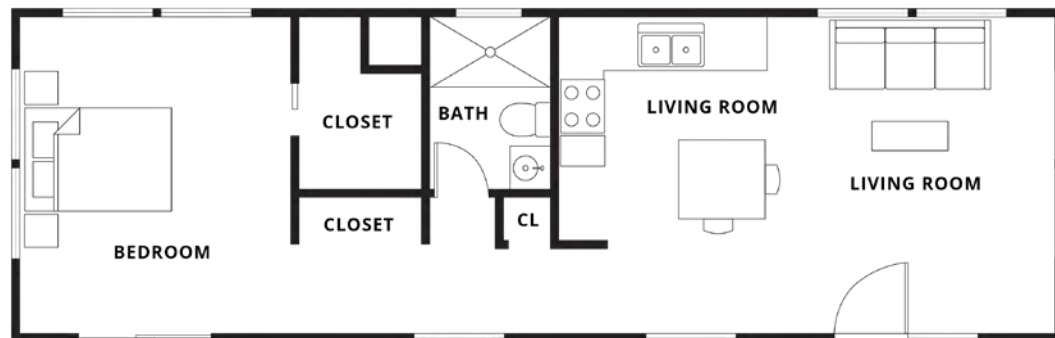


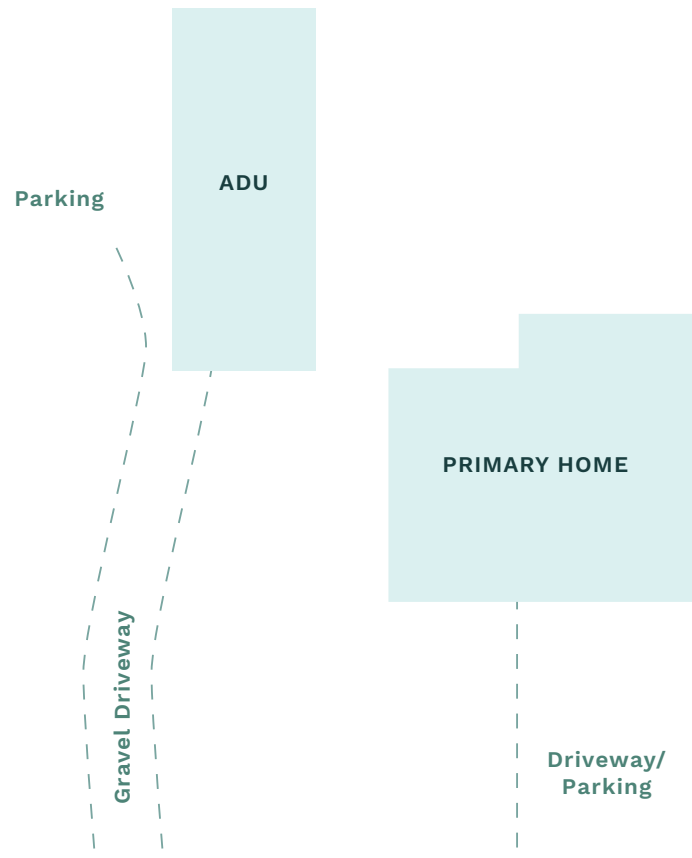
“I’m grateful for the ADU, it’s been a safe home for so many people who are important to me, from my mother to my daughter, it’s given stability to my whole family.

I raised my children in El Portal where I worked as a teacher, before moving to Mariposa where I still teach and lead the Yosemite Songwriting Retreat. I bought this house because it had space for an ADU and I wanted my mother to move here so I could take care of her. My mom and I were very close and I wanted this space to be special for her. We decided to get a prefabricated unit, an ADU that’s already built and just needs to be installed. We went to the factory to see the house before we bought it, then the prefab company measured the property to make sure there was enough space. Once they approved the location it was transported and installed. We chose a ready-made option that came with everything from appliances to furniture and decor.

There were still a lot of things to set up like water, sewer, and electricity. There was a shed where we wanted the ADU so we had to remove that, take out trees, build a retaining wall, and add a driveway. I had no building experience so I got a lot of help from the Planning Department. The process can feel overwhelming without professional help, and there were several different agencies to talk to. It was a lot of work but was worth it to build this space for my mom. It was something special we got to share and make our own, we even wrote our initials in the driveway pavement.

After my mother passed away, the ADU became a flexible space. During the pandemic my daughter stayed there. Now I use it as a rental. Local nurses and park employees have lived there, and at the moment I’m renting to a family friend who works in the local music industry. If she moves I don’t think I’ll have trouble finding someone new, it’s a small town and we just don’t have enough housing. I’m grateful for the ADU, it’s been a safe home for so many people who are important to me, from my mother to my daughter, it’s given stability to my whole family.

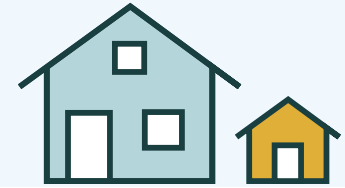






ADU INSIDER PERSPECTIVE

Five Tips from a Realtor



Russell Robinson Real Estate Professional



I'm a local real estate professional and recently legalized an unpermitted ADU on my property. The structure was built by previous owners and I couldn't find documentation, so I worked with Amador County staff to bring it up to code. Luckily the work was minimal, including weatherizing the entrance, reroofing, and reorganizing the layout. My investment of less than \$15,000 gave me peace of mind from legal or safety issues, along with improved property value. In my experience, the County was really on the homeowner's side, so I encourage others to explore legalizing or building an ADU. I couldn't think of a better way to invest in my property and my community.

1 HAVING AN ADU IS ALWAYS A BENEFIT ADUs are attractive to all buyers, from retirees looking for extra income to families considering multi-generational living. The housing market is exceptionally tight and the local workforce feels the most squeeze, so ADUs are a win/win.

2 LAWS AND INCENTIVES SUPPORT BUILDING ADUS State and local governments see ADUs as a tool in solving our housing crisis, so there are protections and systems in place to get units permitted and built.

3 EXISTING STRUCTURES CAN BE TURNED INTO ADUS If you're in the market to buy a home, keep eyes out for garages, barns, or other structures that could be converted. It's important to do your research, but unpermitted structures are not necessarily a red flag. Converting or permitting a building can be quicker and less expensive than new construction.

4 LOCAL STAFF ARE HERE TO HELP Staff are committed to improving housing availability and they want to see your ADU get permits unless there is a clear safety or environmental danger. Recent laws also strengthened protections for homeowners, so local staff won't flag code violations unrelated to the ADU.

5 PREFAB IS A GREAT OPTION The quality of construction has improved dramatically, and prefab can save a lot of time and headaches that often come with construction. Prefab companies work across the region and offer a variety of options that can be customized to your needs.





SECTION TWO

Learning the Rules



**Learn About
Your Property**



**Learn What You
Can Build**



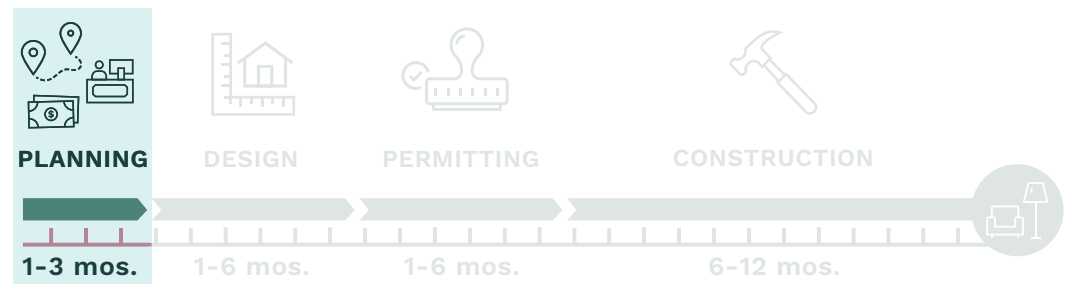
Meet With Staff



**Adjust Project
Budget**

Project Timeline

Learning the Rules is part of the planning phase, which typically takes 1-3 months. Most ADU projects take 12-18 months to complete, but some extend to 24 months or more.





Learn About Your Property

Confirm what you learn about your property with local Planning staff before beginning design, especially if you get information from informal sources like real estate websites. It may feel scary to reach out but remember that County staff are here to help you. The County will not inspect your property or look for code violations if you ask about building an ADU.

 **SEE ALL URLS** in the Directory (final pages).

An important first step when building an ADU is to gather information about your property. You can start by reviewing the [County ADU Rules](#)  and reading through this section to familiarize yourself with the concepts.

ASSESSOR'S PARCEL NUMBER (APN) Every site or lot in California is assigned a unique APN, which is like a social security number for your property ("XXX-XXX-XXX"). Your APN will be listed on your property tax bill and can also be found by using the [Mariposa County Property Search Tool](#) . Start by following the "Property Search Tool" link, then type your house number and street name in the search bars and select the address from the drop-down menu, then click the green "Search" button. Your APN will be the first item listed under "General Information".

VERIFYING YOUR PROPERTY LINES AND MAKING A SITE PLAN You may think your property ends at a fence or driveway, but these may have shifted over the years. View the [Mariposa County Property Search Tool](#)  or check with the County Assessor & Recorder's Office. If still needed for your project, hire a surveyor for a detailed map of your property.

LOT SIZE At many points in the process, you'll need to know the total acreage or square footage of your property. Here are some ways to find that number:

- **Mariposa County Property Search Tool** After following the same process used to search for your APN, see the section titled "Property Characteristics". Your lot size will be listed in both acres and square feet.
- [Can I Build Tool](#)  Type your address in the search bar and select your address from the drop-down menu.
- **County records** You can ask the County Assessor & Recorder's Office or reach out to the Planning Department to see what information they can provide about your property.
- **Your property survey or deed** should include your lot size.
- **Estimate** If your lot is roughly rectangular, multiply its width times depth. For example, a lot that is 40 feet wide by 60 feet deep is 2,400 square feet.

- **Real estate websites** Lot size is often listed in the property information on real estate websites. This information may not be fully accurate, so while you can use real estate websites to start planning it's still a good idea to have this information verified before you make concrete decisions.

NEIGHBORHOOD ZONE You will want to know how your property is zoned and related rules about maximum height, setbacks, and other details of how your property is zoned. You can ask the Planning Department for this information or research it yourself. See our Documenting Property Information exercise for instructions on finding these details and see the Directory (final pages) for contact information.



EXERCISES SEE FINAL PGS. OR USE QR CODE

☐ **DOCUMENTING PROPERTY INFORMATION**

Collect important data you'll need to plan your ADU.



Special Zones or Districts

Talk to staff to confirm whether your property falls within any of these special zones or areas that may impact what you can build:

TOWN PLANNING AREAS (TPAS) ADUs in TPAs like Catheys Valley and Mariposa may have additional requirements, like lot coverage and septic, so talk to County staff early on to understand the rules.

YOSEMITE NATIONAL PARK (YNP) ADUs within park boundaries will require National Parks Service review and approval. County staff will lead the conversation with YNP and answer your questions about the process.

WILLIAMSON ACT If your home is on land subject to the Land Conservation Act, or Williamson Act, a special process and review is required. However, building an ADU is still very doable, and staff are eager to help you through the process.

HOMEOWNERS ASSOCIATIONS (HOAS)

If you live in an HOA, talk with your representative or board early. They cannot prevent you from building or renting an ADU and cannot “unreasonably restrict” construction or design, but they may still have guidelines to consider.





HISTORIC DISTRICTS There may be additional requirements, like in Mariposa or Coulterville, to ensure compatibility. Contact staff early to find out if this applies to you and visit the [Historic Sites & Records Preservation Commission website](#) to view maps.

SCENIC HIGHWAY OVERLAY DISTRICT

There may be additional requirements to ensure compatibility. Contact the Planning Department early to find out if this applies to you.

WILDFIRE RISK, FIRE HAZARD ZONES, AND STATE RESPONSIBILITY AREAS (SRAS)

Wildfires are a reality throughout our region, which is why it is important to understand the risk in your area. If your property is in a Fire Hazard Severity Zone or SRA there may be additional requirements or reviews. Find out about your location and talk to staff early on to learn how where you live might impact your ADU.

State agencies have developed several resources and guidelines to help. View the [Fire Severity Zone Map](#)  and plug your address into the [Fire Hazard Severity Zone Tool](#)  to look-up your property and identify your zone. Use the [Homeowners Checklist](#)  and review the [Disaster Ready Guide](#)  and [Board of Forestry Code](#)  to make sure your ADU and property are fire safe.

SNOW LOAD, WINDSPEED, SEISMIC ZONE

HAZARD Requirements depend on property elevation and location, and almost always factor into ADU plans. Talk to the Building Department early on to see what additional requirements your team will need to include.

DEED RESTRICTION A deed restriction – set of conditions or rules that are added to the deed for your property – is required by state law for JADUs to prevent them from being sold separately, and for all ADUs to prohibit short-term rentals, and applies to all future owners. Homeowner Associations (HOAs) may require one too. Talk to staff and see the Permitting section for more details. If the ADU you want to build has conditions, think about your goals and make sure that they align.

 **SEE ALL URLS** in the Directory (final pages).



Learn What You Can Build

This section explains the state and local rules that will impact what you can build. ADU laws are updated from time to time, and major state updates were added in 2020 and 2023. You can verify the most up-to-date [ADU rules on our website](#) and when you meet with County staff.

Can I Build an ADU?

In almost all cases, the answer is yes! ADUs and JADUs are allowed in any single-family or multi-family zone. Basically, if residential buildings are allowed, ADUs are almost always allowed too (with limited exceptions for Federal jurisdiction areas, public safety, traffic, and water), including in HOAS.

HOW MANY ADUS CAN I BUILD?

Single-family homeowners can build both an ADU and a JADU on their property. Multifamily properties – like duplexes, triplexes, and apartment buildings – can have two detached ADUs or up to 25 percent of the number of units, depending on your property. Talk to County Staff for more information if interested in building ADUs on a multifamily property. Also, if you are building a new home or multi-family housing, you can permit and build your ADU at the same time.

 **SEE ALL URLS** in the Directory (final pages).

 **Am I allowed to build an ADU?**

A WORD OF ADVICE Even if an ADU is permitted on your property, there may be other limitations. For example, there may be limits to the area of your lot that can be built or restrictions on your recorded parcel map. The good news is that these rules do not apply to conversions of interior space and state law says you can build a detached ADU of up to 800 square feet if it meets height and setback standards.



PHOTO: ROSEMARY ADU
STORY, PAGE 70

If needed, demolition permits can be processed at the same time as an ADU permit, instead of waiting for one after the other.



CAN I USE MY GARAGE? Homeowners can convert legally built structures (garage, barn, art studio) into an ADU. JADUs can be converted from an attached garage (but not detached). If you plan on replacing a detached garage with an ADU, demolition permits cannot be withheld and public notice cannot be required if you have your ADU permit (unless it is in an architecturally and historically significant district). Note that garage conversion ADUs may require significant moisture barriers and other design elements to meet building codes and be permitted. If you demolish your garage or other enclosed structure to build an ADU in its place, the ADU needs to meet current height and setback standards.

SECONDARY RESIDENCES VS. ADUS In Mariposa County, there is a rule on the books that pre-dates ADU laws allowing a second home on your property, so homeowners have a choice of permit. So what's the difference? ADUs have fewer code standards to meet (based on the when the main home was built), while Secondary Residences must meet current height and setback standards. Another is ADUs **cannot** be used for short term rentals, but this may be possible for Secondary Residences. Talk to staff for more information.

Important ADU Laws

OWNER OCCUPANCY Under state law, owner occupancy is not required for properties with ADUs. Although this is set to expire January 1, 2025, it may be extended so check with the Planning Department. However, JADU owners must live in either the JADU or the main home.

SEPARATE ENTRANCES All ADUs must have their own exterior entrance. JADUs must also have an interior entrance if sharing a bathroom with the main home.

SHORT-TERM RENTALS ADUs and JADUs must be rented for more than 30 days, and shorter-term rentals are not permitted.

PARKING

- **Internal ADUs/JADUs** do not require new parking.
- **Attached and detached ADUs** do not require additional parking if they are:
 - In an architecturally or historically significant district
 - Located in an area where on-street parking permits are required but not provided to the occupant
 - Built as a part of new a home

Otherwise, you will need to add one parking spot, but it can be tandem (directly behind another spot in the driveway).

If a garage, carport, or other covered parking structure is demolished or converted as part of an ADU project, those parking spaces do not need to be replaced.

FIRE SAFETY Fire sprinklers are only required if they're also required in the main home. However, sprinklers cannot be required in the main home as a condition to approve the ADU. Any walls and floors shared between the main home and the ADU must be rated for 1-hour fire safety.

Utilities

It's important to understand rules about utility connections (water, sewer, gas, electricity) early in your project. Some of the items below are state law, some are local law, and some might be rules from your service agencies. You can clarify with the County, your service agencies, and through your design team (see the Directory, final pages, for County and utility contact information).

- **J/ADUs constructed along with a new single-family home** must have separate utility connections and be charged the normal connection fee and capacity charge. These charges must be proportional to what the ADU will use compared to the main home (based on square footage, bedrooms, or total plumbing fixtures).

- **Conversion J/ADUs on a single-family lot** are not required to have separate connections and connection fees/capacity charges are not required.
- **All other J/ADUs** require new, separate utility connections, subject to a connection fee or capacity charge that is proportionate to floor area or number of units.

Even when new connections are not required, homeowners may be required to upsize service and/or meters to meet capacity requirements.

WATER AND SEWER If your property is outside of a service area, you will need to find out if your water well and/or septic systems will meet County requirements when adding an ADU. Septic systems usually need to be modified. Contact Environmental Health early on to learn about your existing capacity. For contact information, see the Directory on the final pages.

PG&E services Mariposa County. New connections or upgrades can add time and cost. Depending on where you live, new gas connections may not be allowed. Electrical upgrades may be required, especially if you have non-standard electrical appliances like electric heating systems or water heaters. Learn more about the [PG&E process](#) and visit their [Building and Renovation webpage](#) for upgrades or new service.





How Big Can My ADU Be?

Maximum height, setbacks, and many other important rules about your property are all found in the zoning rules for your property. See [Learn About Your Property](#) on previous pages for more details.

ADU SIZE ranges from 190 square-foot studios to 1,200 square-foot multiple bedrooms homes and depends on the type of ADU:

- **JADUs** must be less than 500 square feet.
- **Detached ADUs** can be up to 1,200 square feet.
- **Attached ADUs** can be up to 50% of the size of the main home or 1,200 square feet, whichever is less. However, attached ADUs up to 800 square feet are always allowed, even if this is more than 50% of the size of the main home.

ADU HEIGHT

All ADUs may be up to 35 feet, except when the site is sloped, then the ADU may reach 35 feet above the uphill side of the slope.

Height may be increased by up to 10 feet, if all required offsets and setbacks are also increased by 1 foot for each foot of height increase, and the ADU complies with all applicable fire code requirements.

SETBACKS are the distance to the edge of your property from the main home or ADU, and are unique to most properties.

- **JADUs and internal and conversion ADUs** based on your zoning code and main home. Generally, there are no setback requirements for JADUs.
- **Attached and detached ADUs** depends on design and materials, but generally, 25 feet from all property lines and 55 feet from the centerline of the nearest right of way. Side setbacks should be 10% of lot width, and rear setbacks should be 10% of plot depth.
- **Mariposa Town Planning Area (TPA) and Fish Camp TPA** 20 feet from the front property line or edge of any right-of-way boundary, 50 feet from the centerline of a local street or State Highway, 5 feet from side property lines, and 20 feet from the rear property line.
- **Coulterville TPA** same as above, except with an allowance for side property line setbacks of 10% of the total width (and no less than 3 feet). Front yard setbacks must be 50 feet from the centerline of the facing street.

State law now says if you can't fit an ADU in the back or side of your home, you may be able to build it in your front yard, so speak with County staff if that is the case. If you're demolishing an existing enclosed structure (like a detached garage) to build an ADU, it can have the same setbacks as the structure if it's the same size and height.

LOCAL RULES There might be additional rules depending on where you live and the location of your property. For example, if you live in a Planning Area with additional building requirements or seasonal safety issues. Speak with County staff early on and review the [Mariposa County ADU Rules](#) to find out what other standards may apply to your project.

According to state law, you can build an ADU up to 800 square feet, as long as rear and side setbacks are at least 4 feet and it is not over 16 feet tall. No room behind or next to your main home? You can build it in your front yard instead.



If you decide to move forward, it's a good idea to return with your final design for input before submitting your permit application. Staff will alert you to anything you should know before you submit.



Meet With Staff

One of the best things you can do is to talk to staff early in the process about potential issues and rules that might apply to your specific property and project. Mariposa County has a Development Services building that houses the Planning, Building, and Environmental Health Departments, where you can ask questions without an appointment, either in person or over the phone. For address and additional contact information see the Directory (final pages).

This conversation should cover specifics on your lot and the size, location, and type of ADU you want to build. It should also cover additional design guidelines, parking requirements, fees, and utilities as relevant. Consult the Staff Meeting Worksheet in our interactive exercises for a list of questions to ask and be sure to bring this guidebook and information you've already collected.



EXERCISES

SEE FINAL PAGES OR USE QR CODE

☐ STAFF MEETING WORKSHEET

Questions to ask and space to take notes.



Adjust Your Budget

Once you know more about the possible size and type of your ADU, revisit your budget estimates as needed. This is a good time to create a plan for financing your project – see our Budgeting & Finance section for more details.



SECTION THREE

Budgeting & Finance



Estimate Project Costs



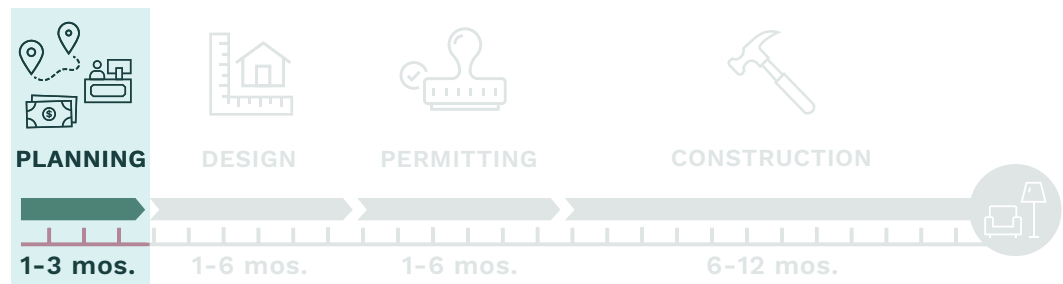
Assess Financing Options

PLUS:

- Getting a loan
- Taxes and resale

Project Timeline

Budgeting is part of the planning phase, which typically takes 1-3 months. Most ADU projects take 12-18 months to complete, but some extend to 24 months or more.





Estimate Project Cost

? What will it cost?

If you have a tax or financial advisor, it's a good idea to check in with them early.

The Design, Permitting, and Construction sections contain more specifics about costs.

SEE ALL URLS in the Directory (final pages).

Your budget is one of the most important parts of your ADU project. You will need to balance design with what you can afford, but also consider potential rental income. A larger or higher-end ADU will likely go for more rent and may result in a larger loan. But if you wish to rent it at an affordable rent, you may need to compromise on size and/or design.

If you haven't already, now is the time to estimate your project costs.

A very rough placeholder for you to use is \$200-350 per square foot, including construction ("hard costs") and other costs like design and fees ("soft costs"). The real number can vary widely and depends on many factors. Hard costs (construction) is typically 85% of your total project budget.

The [Mariposa County ADU Calculator](#) is a great place to start when developing a budget. It provides a rough estimate of costs, fees, and rents and will help you understand how choices can impact your budget over time.

Keep in mind those initial estimates are likely to change and you can't know specifics until you talk to your professional team (designer, contractor, etc.).



EXERCISES

□ **BUDGETING EXERCISE** Get started with financial planning for your ADU.

SEE FINAL PAGES OR USE QR CODE





Assess Financing Options

FINANCING OPTIONS TO CONSIDER

	HIGH INCOME	LOW INCOME
HIGH HOME EQUITY	• Cash savings • Cash-out refinance • Home equity loan/HELOC	• Cash-out refinance • Home equity loan/HELOC • CalHFA Grant
LOW HOME EQUITY	• Cash savings • Renovation loan	• Financing typically unavailable • Loans from friends or family • CalHFA Grant

Many homeowners use a mix of options to finance their ADU, including savings, funds from family, and/or loans. **It is strongly recommended that your financing is in place before construction starts.** Be sure to factor in potential rental income since that will help you repay loans.

CASH OR OTHER EASY-ACCESS MONEY

Homeowners often use assets like cash or stocks to pay for some or all construction costs. Some may also withdraw retirement savings, which usually includes a penalty. While this can be a viable option, it should be considered with caution.

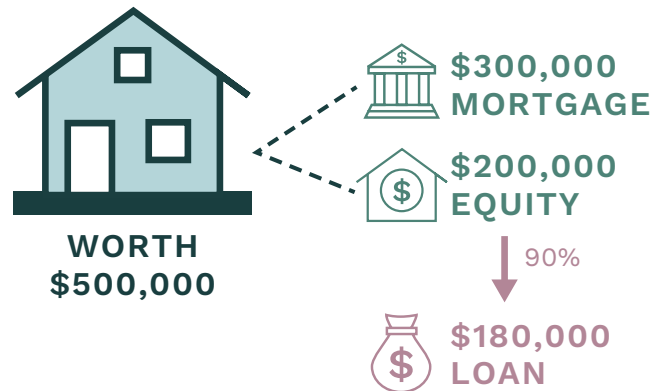
LOANS FROM FRIENDS OR FAMILY Some homeowners borrow from friends or family. This can benefit everyone if the person lending gets a higher interest rate and the person borrowing pays less than they would on the market. Another option is planning for friends or family to live in the ADU – they live rent free in exchange for contributing money for construction. In either case, you should come to a formal agreement and have a lawyer prepare a contract, not just with a handshake. There are companies that can help formalize an agreement and administer payments if you want – search online for terms like “friends and family loan payments.”

CAL HFA ADU GRANTS At the time of publication, The California Housing Finance Agency (Cal HFA) ADU Program provides grants of up to \$40,000 to qualified homeowners for the reimbursement of ADU pre-development costs, including impact fees. To qualify, a homeowner must be low or moderate income. See the [Cal HFA website](#) for details and to check if funding is currently available.

SEE ALL URLS in the Directory (final pages).

HOME EQUITY Your equity in your home is the portion of your home's value that you own outright. It is calculated by subtracting your current mortgage balance(s) from the value of your home. Homeowners with sufficient equity in their homes (at least 15-20%) can take out a second loan or line of credit.

Banks will typically offer a loan that is 90% of the equity a person has in their property. For example, if you have a \$500,000 home and a \$300,000 mortgage, since you own \$200,000, the bank can offer you \$180,000 ($.90 \times \$200,000$). Or a \$300,000 home and a \$50,000 mortgage, since you own \$250,000, the bank can offer you \$225,000 ($.90 \times \$250,000$).



LOANS FROM A LENDER If you think you may want to borrow, you'll need to figure out how large a loan you qualify for (and feel comfortable with). Banks usually require two things: equity from your home and enough income to make payments. A good option is to call a mortgage broker and/or a bank, explain that you are considering building an ADU, and ask about loan options. Brokers and lenders consider it a normal question and will be happy to talk. There is no obligation and no cost for an initial conversation.

FEDERAL LOANS FOR NEW HOMEOWNERS

If you are planning to buy a house and build an ADU, the Federal National Mortgage Association's (Fannie Mae) Homestyle loan program may be a good fit for your project. The Homestyle loan allows you to finance both the purchase of a home and the costs of remodeling, building an ADU, or converting your garage in one single loan. This is potentially a good option for someone that intends on purchasing a home and immediately undertaking some construction or remodeling. Not every lender offers this program, so it may take a bit of searching to find the right lender if one of these programs is a fit for your situation.

Getting a Loan

Finding a Broker or Bank

If you are going to get a loan, you will need to work with a mortgage broker or bank. Like many other aspects of building an ADU, one size does not fit all. It is important to talk to different brokers and lenders to figure out what works best for you, depending on your income, home equity, and credit score. While it will require a bit of homework, you don't need to make this decision right away.

 **MORTGAGE BROKERS** shop to find the best option for you and are not affiliated with a specific bank or lender. The benefit of going with a broker is they are required by law to offer you products that are in your best interest and work with a variety of lenders and loan providers.

To find a mortgage broker, start by asking friends, neighbors, or people in your social network for recommendations. You can reach out to local real estate agencies since they usually have lists of mortgage brokers who have done work for their clients. The [California Association of Mortgage Brokers](#)  has an online member directory and the California Department of Real Estate and California Department of Corporations maintain a [listing of all brokers with valid licenses](#)  where you can crosscheck recommendations.



BANKS OR CREDIT UNIONS provide a variety of loans to finance your ADU by using your home equity. The benefit of going with a bank, especially if you have an existing relationship with one, is they may be able to offer you a rate or products that cannot be offered by a broker or other banks.

To find out more about what banks can provide, start by talking with your current mortgage company or bank. It's also a good idea to contact other banks about what they can offer. Don't forget to consider local banks and credit unions that may be more familiar with financing options for small homes, including ADUs.

 **SEE ALL URLS** in the Directory (final pages).



Getting a Loan

CHOOSING A BROKER OR BANK

	POTENTIAL PROS	POTENTIAL CONS
 MORTGAGE BROKERS	• They will have access to more financial products and can work with various companies or lenders. • Legally they must find the best deals available for you. • They may have more creative financing options available if your financial situation is unique, such as lower income or equity.	• Working with a broker often requires building a new relationship. • They may not work with credit unions or smaller programs.
 BANKS OR CREDIT UNIONS	• They may have access to different financial products not available to mortgage brokers. • One place for all your accounts like mortgage and retirement if they currently manage your portfolio. • The loan process all happens through one institution. • An existing relationship can feel more comfortable.	• They can only work with their available financial products and portfolio. • They do not have to disclose how much money they are making from your loan. • Depending on your financial situation, such as lower income or equity, they may be more conservative in what they can offer.

Getting a Loan

Loan Types

Generally, you don't have to worry too much about the different loans available because your bank or mortgage broker will walk you through the various options. Common loan products are summarized below.

 **CASH-OUT REFINANCE** Homeowners with more than 15% equity in their property can refinance their mortgage to pull cash out. This replaces your existing mortgage with a new one. This is best done when rates are lower or comparable to the current rate.

 **HOME EQUITY LOANS OR HOME EQUITY LINES OF CREDIT (HELOC)** Homeowners with sufficient equity in their home (at least 15%) can take out a second loan or line of credit. These types of loans work well if you prefer to take out a second, smaller mortgage instead of refinancing at a higher interest rate. Typically, these loans are variable rate mortgages (meaning the interest rate changes) and have no initiation fees. To qualify, you'll need to show you make sufficient income to cover the cost of your current debts plus the additional debt you'll be taking on. One advantage is the homeowner does not start paying interest until the money is spent.





Taxes & Resale

? How will an ADU affect my taxes?

Adding an ADU will likely affect your property taxes and the resale value of your home. However, your main house will not be reassessed, and your property taxes will only increase based on the added value of your ADU. For example, if you build an ADU that adds \$150,000 to your property value, and your tax rate is 1%, your taxes will increase by $1\% \times \$150,000$, or \$1,500 per year.

Building a JADU will have a significantly smaller impact on assessed value. In some cases, your taxes will not increase at all. Home sharing will also not increase the assessed value of your home. Generally, garage conversions will not raise your tax bill as much as new construction, but they will also not add as much value.

Each property will require a one-on-one analysis to determine the added value of an ADU, so contact the Mariposa County Assessor & Recorder's Office once you have an idea of your plan. Visit [their website](#) or see the Directory (final pages) for contact information.

Adding an ADU may impact your income taxes as well. This can be rather complicated, and it's best to discuss these with a tax advisor. The rental income you receive for your ADU is taxable, but you can deduct the cost of allowable maintenance and depreciate the cost of construction, which can often reduce or eliminate any tax increase. You may also have capital gains tax related to the increased value when you sell your property.

Note that your ADU could be assessed in different ways for different purposes. If you are trying to get a loan, the bank might be more conservative and assume the value of your home will increase less.

🔗 **SEE ALL URLS** in the Directory (final pages).



SECTION FOUR

Design



Hire Your Team



Create the Initial Design



Consider Different Kinds of Plans



Finalize Your Design

PLUS:

- Prefab Plans Examples
- Floorplans Inspiration

Project Timeline

The Design phase typically takes 1-6 months. Most ADU projects take 12-18 months to complete, but some extend to 24 months or more.



Good sources for ADU design inspiration include the Stories and Floorplans on our [ADU website](#) and the [ADU Plans Gallery](#).

 **SEE ALL URLS** in the Directory (final pages).

Before You Begin Design

It is helpful to have a clear sense of what you want early in the process. If you have not made some basic decisions, like the type of ADU and how many bedrooms, it is difficult to begin. An architect or designer can help you brainstorm, but they cannot start designing until these decisions are made.

Also, make sure you and your design team have reviewed all standards and rules that apply. See the Learning the Rules section for more details. It saves a lot of time and frustration in design and permitting to have met with County staff first to discuss your property and all the applicable rules.



EXERCISES

- ☐ **INITIAL DESIGN EXERCISE**
Notes and questions to start the process.
- ☐ **DESIGN IDEAS EXERCISE**
Initial thoughts on finishes and fixtures.



**SEE FINAL
PGS. OR USE
QR CODE**





Consider Different Kinds of Plans

Types of ADU Construction

There are two types of construction to consider for your project. Both have pros and cons, so it can help to think about what you want, like the level of customization you want and how the ADU would work on your specific property (like slopes and obstacles for installation).



SITE-BUILT is a traditionally constructed ADU built from scratch on your property (AKA “stick-built”). This option allows for a lot of customization and smaller changes to be made throughout the construction process.



PREFAB/MANUFACTURED/PANELIZED are built in a factory, then shipped to your site to be assembled or placed on a foundation. Some companies will provide a “turnkey” service that includes help with permitting and all on-site construction, from laying the foundation to utility hookups. If not, you’ll need to hire additional professionals to help.

There isn’t always a hard line between prefab and site-built. Some prefab designs are highly customizable.



Prefabricated ADUs

When first looking into prefab ADUs, you might hear different terms like panelized, modular, prefabricated, and manufactured, and it can be confusing to understand, much less make decisions about. Two things separate these ADUs: how they are built and how they are inspected.

These terms cover a large variety of construction techniques and building types, from framing kits and panelized or SIPs (Structurally Insulated Panels), to complete manufactured homes arriving on a flatbed truck that are lifted by a crane or towed into place. Each type has a different level of inspection that is required to make sure it meets building code.

PARTIALLY-FABRICATED (PANELIZED, FRAMING-KITS) Some or parts of the ADU are built off site at a factory, and construction follows a traditional site-built pattern. Local inspectors check work at different stages as it is assembled, and a local General Contractor and their crew are responsible for putting all the pieces together and passing inspections.

PREFABRICATED (MODULAR, MANUFACTURED, FACTORY-BUILT) The ADU is built and inspected for building code off site at a factory. It is then delivered and put in place on your property by either a crane or tow. Local inspectors only check work like foundation and utility hook-ups. So what's the differences between modular, manufactured and prefabricated then? The type of building code rules they meet, like state and/or federal. They are all similar in how they are constructed.

Using a prefab design can save time and give you a complete picture of what your ADU will look and feel like. However, it's important to keep in mind that they typically offer less customization and cost the same as site-built ADUs. People are often surprised at the cost, but transportation, crane, foundation, and sales tax can end up being 20-40% of the total cost. There are more options available now than ever before though, so finding one that fits your property and budget while meeting local rules is totally doable.

To explore prefab or modular ADU options, you will want to get in touch with companies directly. They will visit, evaluate your property, and make recommendations.

Consider a Prefab ADU Plan

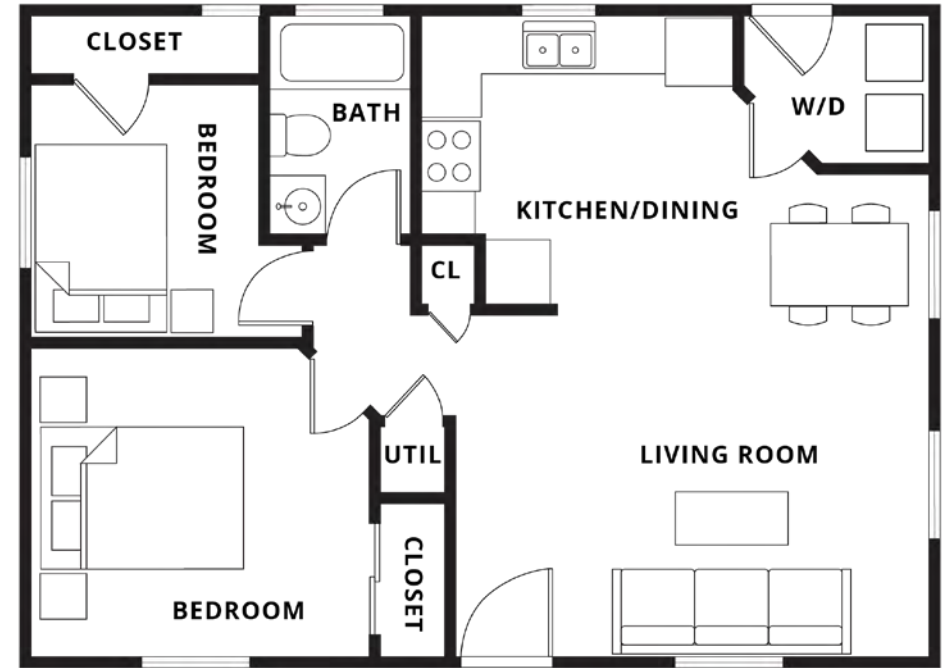
Here are four plans ranging from 1 bedroom and 1 bath, to 3 bedroom and 2 bath homes available from local companies. Visit our [ADU Plans Gallery](#) to view and compare these and other plans.

SEE ALL URLS in the Directory (final pages).



5400 ADU

MANUFACTURER	Skyline Homes	745 square feet 2 bedroom/1 bathroom with an open floor plan. Utility room with washer and dryer hookups.
SIZE	745 square feet	
BED / BATH	1 / 1	
FEATURES	Utility room w washer/dryer hookups	



Although prefab ADUs are inspected before they are shipped, you will still need to go through an inspection process for things like foundation and utilities, especially if using septic. Talk to staff early on to find out what the requirements are for your property.

Prefab ADUs often cost the same as site-built ADUs once you add in transportation, crane, foundation, and sales tax. However, they can save you a lot of time on design and construction.

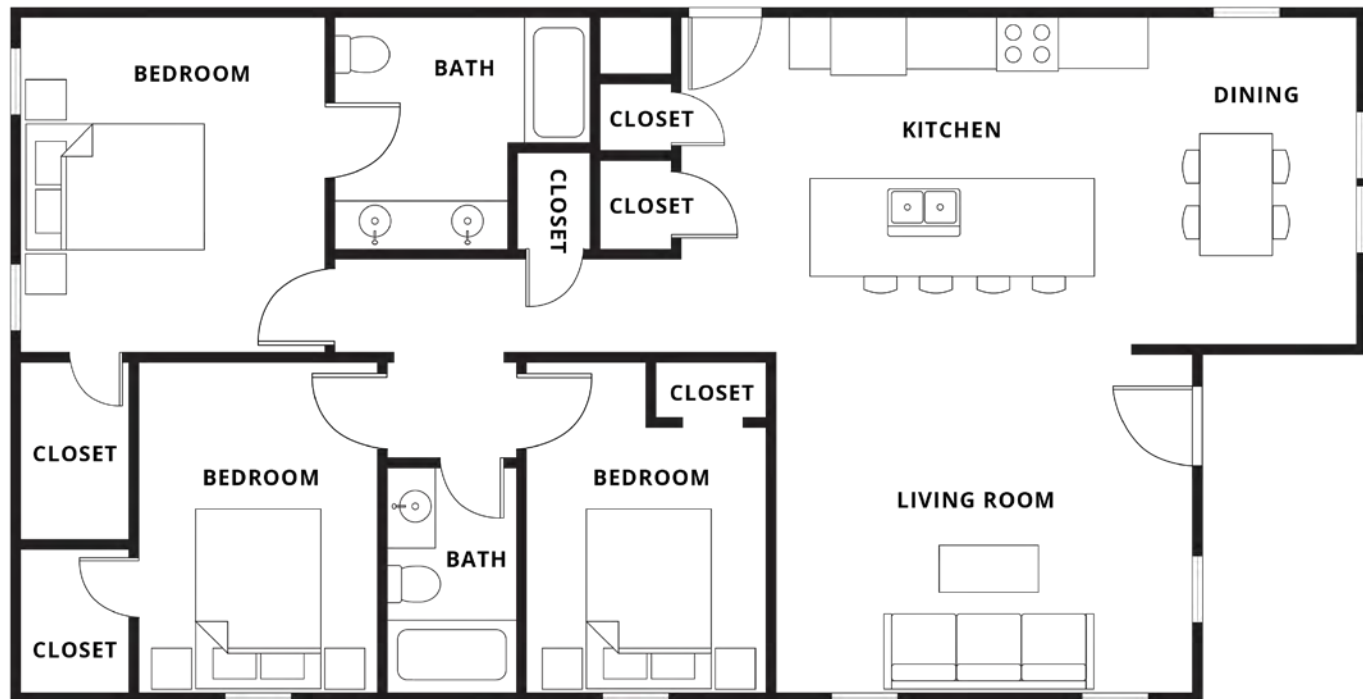
Humboldt Bay ADU

MANUFACTURER	Skyline Homes
SIZE	1,135 square feet
BEDROOMS	3
BATHROOMS	2
FEATURES	Walk-in closets, kitchen island, covered porch

560 square feet 1 bedroom/1 bathroom ADU with combined living room and kitchen, featuring an island. Washer and dryer hook up in the hallway.



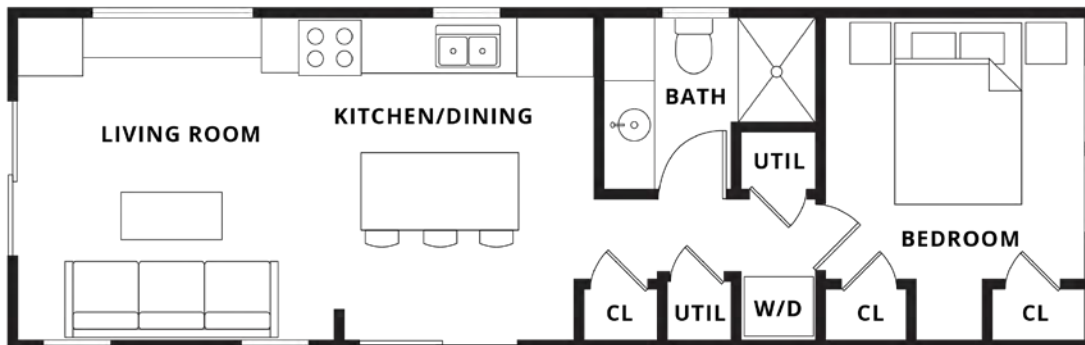
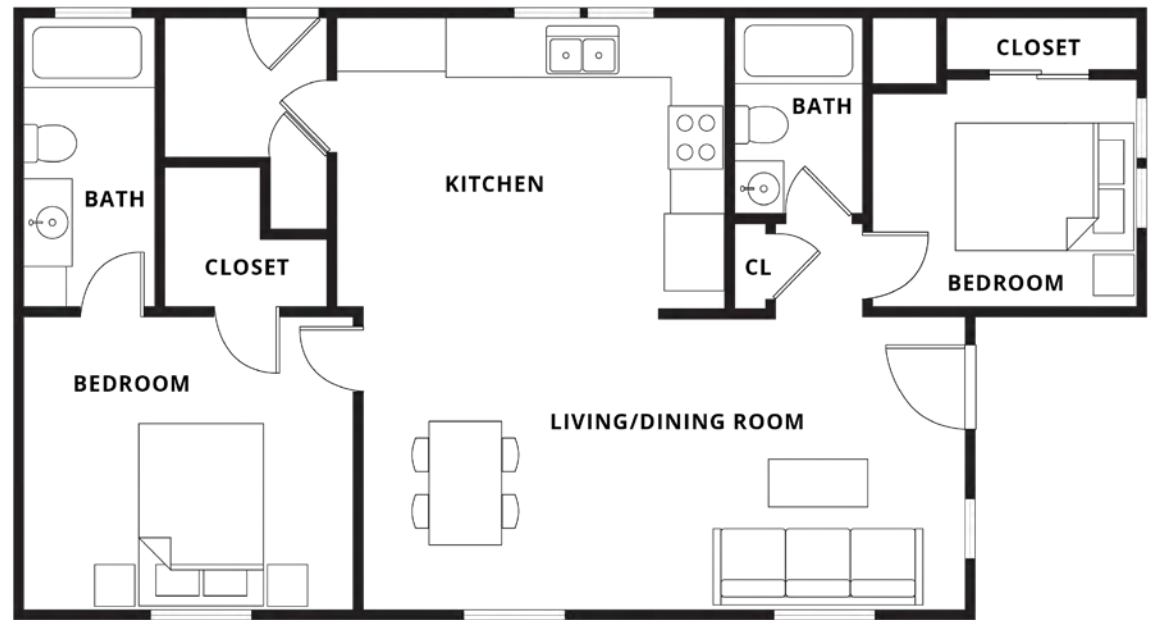
Not all prefab companies provide a “turnkey” service that includes help with permitting, utility hook ups, and inspections and you may need to hire someone. Be sure to ask the prefab companies you are considering what services they offer.



Elmore Bay ADU

MANUFACTURER	Skyline Homes
SIZE	1,035 square feet
BEDROOMS	2
BATHROOMS	2
FEATURES	Utility room w washer/dryer hookups, walk-in closet, covered porch

1,035 square feet 2 bedroom/2 bathroom with open floor plan, separated bedrooms, primary bathroom suite and walk-in-closet, utility room with washer and dryer hookups, and a covered porch.



D400 ADU

MANUFACTURER	Skyline Homes
SIZE	560 square ft.
BED / BATH	1 / 1
FEATURES	Washer/dryer

560 square feet 1 bedroom/1 bathroom with combined living room and kitchen, featuring an island. Washer and dryer hook up in the hallway.



Consider a Design From the ADU Plans Gallery

The County has developed an ADU Plans Gallery that provides owners interested in building an ADU with an easy way to compare dozens of pre-existing plans, saving you both time and money. Like many online shopping experiences, you can filter by the kind of ADU you want (number of bedrooms, square footage, features) then view photos, floorplans, and details of all the designs you like. You can then connect directly with the designer or prefab company to customize your plan to local rules and your property. Visit the [Plans Gallery](#)  to begin.

In addition to the prefab plans shared in this Guidebook, you'll also find:

PRE-EXISTING PLANS ADU designs submitted by architects, designers, and builders that can easily be customized to fit your property and needs. Instead of paying for the entire cost of initial and construction drawings, this step is already completed, resulting in a significantly reduced design cost. All you pay is a fee to use the plan and a fee for a designer or architect to customize it based on local rules and property or zone requirements.

PRE-REVIEWED PLANS A subset of pre-existing plans that have been designed and/or reviewed by the other California jurisdictions to ensure they meet building code requirements. Some may be free and others you will pay a designer to license. Either way, they will still need to be customized based on local rules and your property or zone requirements.

STATE/FEDERAL PRE-APPROVED PREFAB PLANS Some prefab plans have also been reviewed by the State of California or federally through the Department of Housing and Urban Development (HUD) to ensure they meet building code requirements. They may need to be customized, particularly for hazards like snow loads, and your site plan will depend on local rules and your property or zone requirements.

Selecting any of these plans will cost you less time and money than starting from scratch.

Every property and ADU project is different, and customization of your ADU and/or site plan is always required based on local rules, your property, and location.

 **SEE ALL URLS** in the Directory (final pages).



Hire Your Team

Although you can build an ADU as an owner builder, we strongly recommend hiring a licensed architect or designer and a licensed contractor, or a design/build team, and most homeowners do.

Working with a professional early on is often the key to getting your ADU approved quickly, managed efficiently, and built cost-effectively. Relevant experience and fit are critical and it's important to look at their past work and check references.

Typically, you'll start by hiring an architect or designer and then a contractor to complete construction (unless you're using a design/build company that performs both roles). However, contractors often book early and have helpful thoughts about the cost impacts of design features, so you may consider adding them to your team early on. It's also okay to pay one contractor for consultation during design but then hire another for construction after you've received bids (see the Construction section for more details).

Although hiring an architect is not strictly required, hiring a professional to design and build your ADU is highly recommended.



ADU Professionals

ARCHITECT A design professional who has passed a licensing exam by the state. Architects take legal responsibility for their work and provide a range of services, including full-service support from start to finish. They tend to bill at a higher rate than designers, but their expertise can save money (and stress) in the end.

DESIGNER A design professional that either has architectural training but is not licensed, is self-taught, or like most, falls somewhere in between. The term is not regulated, and anyone can call themselves a designer. Services provided vary, so be sure to ask about their experience and if they've designed ADUs before.

CONTRACTOR A firm licensed by the state who specializes in construction. They will work with your designer or

architect to finalize plans, budgets, and permits, then manage the construction once it begins.

DESIGN/BUILD A company that will design your ADU, manage the process, and build it. The term is not regulated, but most often they are run by a licensed contractor who has designers or architects and builders on staff.

PREFAB/MODULAR A company with preset designs of prefab or modular homes. Some or most of the ADU is built off-site, then shipped to your property and installed by a contractor.

SEPTIC SYSTEM AND WELL PROFESSIONALS A company that maintains, installs, repairs or expands the capacity of septic tanks, sewer lines, drains and water wells.



How do I find a designer?

The American Institute of Architects provides helpful information for homeowners and maintains a [local Sierra Valley chapter website](#) where you can find professionals accepting new work.

SEE ALL URLS in the Directory (final pages).

Finding Your Designer

ADUs may be smaller homes, but finalizing a design can be a big project. A designer will combine your ideas and goals with ADU standards to turn them into a real, buildable plan. That’s why it’s very important to find someone who has experience and a communication style that fits with yours. Personal connections can help, especially since designers are busy. Talk with neighbors or friends who have completed an addition or renovation and ask if they know any designers they’d recommend and consider if you have any designers (or contractors) in your community (faith community, social network, neighbors).

A potential architect or designer will start by visiting your home to talk with you about what you’re thinking about. If it seems like a good match, they will prepare a proposal detailing their services and fees. Designers typically charge for an initial consultation or proposal. The American Institute of Architects recommends you meet with three to five options before making a hiring decision.

You may also need to hire other professionals, including a structural engineer and landscape architect. Your designer can usually point you to recommendations.

MOTHER LODE ADU CONTRACTOR LIST

Learn about contractors who work on ADUs in our area [on our website](#). This list includes professionals who participated in outreach events or requested to be included. It is not vetted and serves as an informational resource only. Do your research and reference the rest of this section before hiring anyone.



EXERCISES

- DESIGNER CONSIDERATIONS EXERCISE Questions to consider when choosing a designer.



SEE FINAL PAGES OR USE QR CODE



Design Costs and Contracts

Design costs vary with every project, but a rule of thumb is that it will cost 10-20% of the total construction budget. A written contract protects you and is California State Law for licensed architects. You may want to have a lawyer review it to make sure all your concerns are covered before you sign.

Typically, design professionals use one of three methods:

FIXED FEE They will give you a maximum price based on project needs. If the project takes more or less time to complete, their prices do not change.

TIME AND MATERIALS They will bill you for their hours, which works best if there are too many unknowns early on. To protect yourself and comply with California State Law, these contracts must identify the total contract amount, start and stop dates, and a payment schedule with details on completed work in dollars and cents.

NOT TO EXCEED They will bill you for their hours but also agree upon maximum amounts for each phase.

SAMPLE DESIGN COSTS

	BASIC STUDIO	HIGH-END 2-BR	% OF TOTAL
CONCEPT/SCHEMATICS	\$1,600	\$3,200	15%
REFINEMENT & PERMITS	\$3,200	\$6,400	30%
CONSTRUCTION DRAWINGS	\$4,300	\$8,500	40%
BIDDING, NEGOTIATION, & CONSTRUCTION	\$1,600	\$3,200	15%
TOTAL	\$10,700	\$21,300	100%

THESE REPRESENT TYPICAL COSTS, BUT EVERY PROJECT IS DIFFERENT AND COSTS WILL VARY. ALL COSTS ARE DERIVED FROM DESIGN COSTS IN 2022.



GRAPHIC: SMALLWORKS



Create the Initial Design

Title 24 regulates minimum energy efficiency for new construction in California, like how much insulation is required and the types of light fixtures that can be used. All new ADUs need to comply with Title 24, which usually requires hiring a consultant (less than \$500). Newly constructed detached ADUs generally require new solar panels to meet the rules. The panels can be installed on the ADU or the main home.

Garage conversion ADUs may require significant moisture barriers to meet building codes.

 **SEE ALL URLS** in the Directory (final pages).

Once you have your team in place, you will work with them to design your ADU. Together you will consider size, use, layout, specific project needs (storage, laundry room, etc.), architectural style, and privacy.

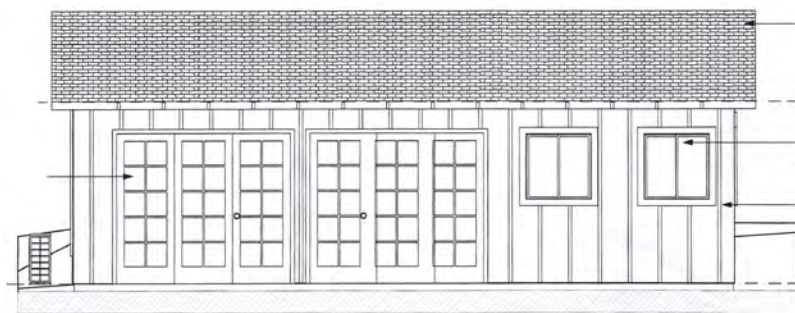
CONCEPTUAL DRAWINGS Your designer will take measurements of your property and develop concept drawings, including the type of ADU, floorplan, and its relationship to the main house and outside areas. Drawings are usually quick and inexpensive and can help you figure out what you want. Construction costs and [County ADU Rules](#)  should be discussed at every stage, so if your designer does not bring them up, you should.

REFINED DRAWINGS Once you have concept drawings, the designer will refine their work. They will ask more questions about your goals, and you will have to start choosing components, like doors and windows. At the end of this stage, there will be a drawing done to scale that covers the layout and all the major systems like heating and electrical.

Getting Advice on Your Design

Once you have a design, it's a good idea to discuss it with staff so they can point out any issues before you and your professional team submit your permit application. They may be able to give you a fee estimate at this time. Your designer can attend this meeting to clarify drawings and help you understand requirements.

See the Directory (final pages) for staff contact information.



ELEVATION: ROSEMARY ADU STORY, PAGE 70

Contacting Utility Services

This is a good time to reach out to the agencies that provide vital services like water, sewer, gas, and electricity to see if their requirements will impact your design or timeline. Some utility connections like gas or septic may require significant excavation or construction. Your design team will know how to navigate these logistics, so make sure they're involved as well. This is also a good chance to confirm connection and service fees.

Some utilities will be coordinated by the County and others by outside agencies. See the Directory (final pages) for contact information and see Important ADU Laws in the Learning the Rules section for more details on utility connections.



Finalize Design

Based on your meeting with County staff, you and your team will work through any required changes and prepare the permit application (see Permitting section for full details).

Consider Universal Design

While you are designing an ADU for right now, the needs of you and your family will most likely change over time. It may eventually house a parent, grandparent, you in your retirement, or a friend or tenant that has additional needs. It's a good idea to consider design features now that will help you then, like more accessible bathrooms, wider doors and hallways, and easier to use fixtures. Talk with your team about options to future proof your ADU.

Homeowners are often surprised by fire separation requirements for attached ADUs (shared walls and floors must be rated for 1-hour fire safety). Considering sound- and odor-proofing may also be a good investment.



 **SEE ALL URLS** in the Directory (final pages).



ADU STORY

Richard FLEXIBLE HOUSING FOR FAMILY



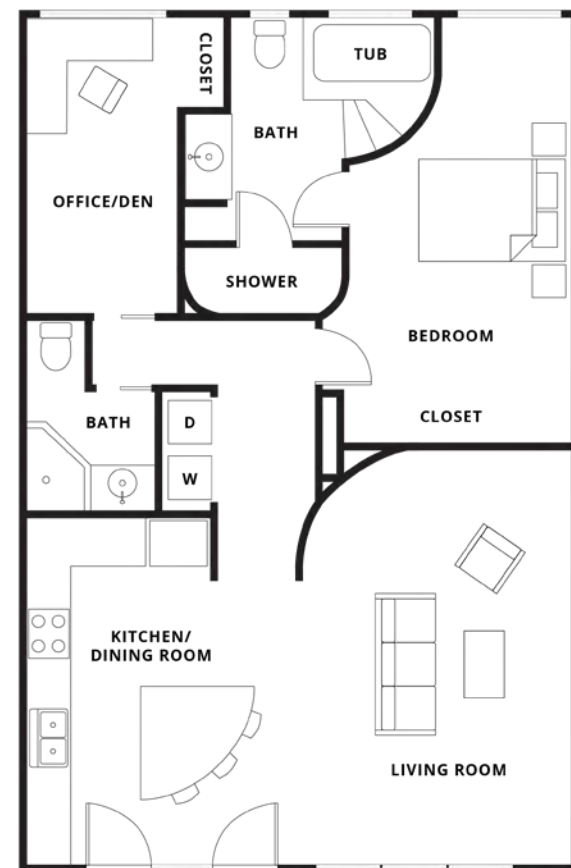
“I’m proud of the ADU, it’s a beautiful space and we use it to meet so many different needs for our family and the community.

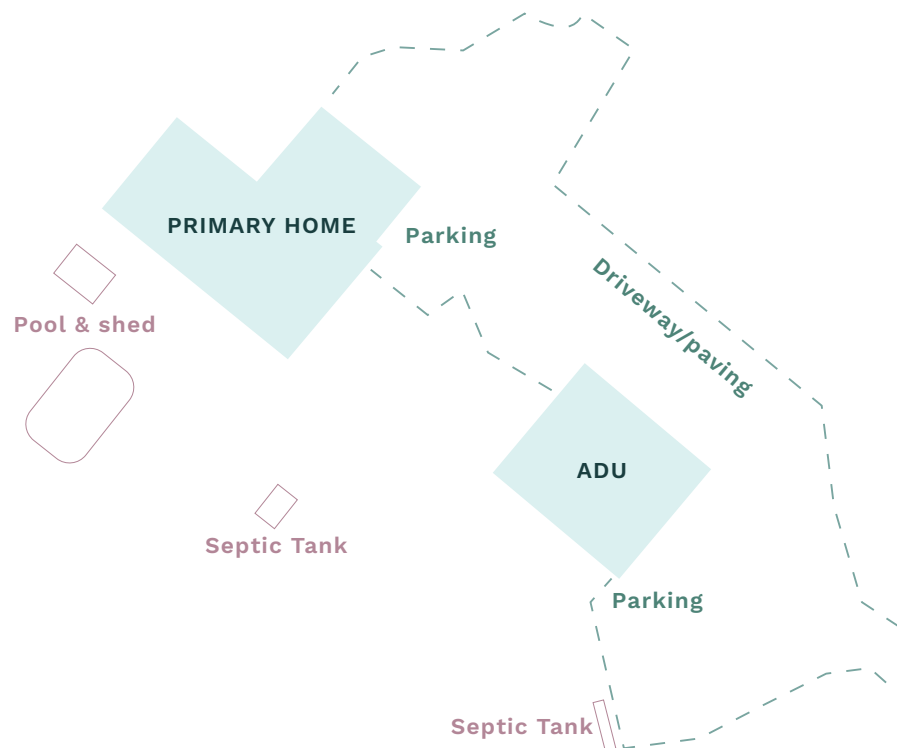
LOCATION	Nevada City
TYPE/LOCATION	Detached, 2 bedroom
PRICE	\$200,000
COMPLETED	2008
TIME	8 months
SIZE	1,000 square feet

My family has lived here for seven generations, so this community has been part of my life for as long as I can remember. I studied architecture in New York, and when our second son was born we moved back to Nevada City. This property had a separate workshop that we decided to convert into an ADU for my wife’s mother. I wanted the ADU to be a unique and comfortable home. It’s easy to build a bedroom and a kitchen, but it’s important to think about the colors, materials, and finishes that make a real home. The ADU turned out beautifully, we love the curved walls and modern finishes, and the patio and deck make a wonderful outdoor living and dining space.

Design and construction took about nine months. We worked with a septic team to build a new system on a tight budget, and we talked with the fire department about safety requirements, like building fire truck access to the ADU and using fire safe materials for the Wildland Urban Interface. Construction wasn’t cheap, but it was worth it. The added value to the property and rental income are a return on investment that balances everything out.

While my mother-in-law lived here, we loved spending time in the ADU. Now our kids are grown and have children of their own, so they stay in the ADU when they visit and have a comfortable, private space. As my wife and I grow older we might move into the ADU and rent out the larger house, or give it to our children. We’ve rented out the ADU over the years and had great experiences with our tenants. We’ve met so many interesting people, and we’re still friends with some of them. I’m proud of the ADU, it’s a beautiful space and we use it to meet so many different needs for our family and the community.

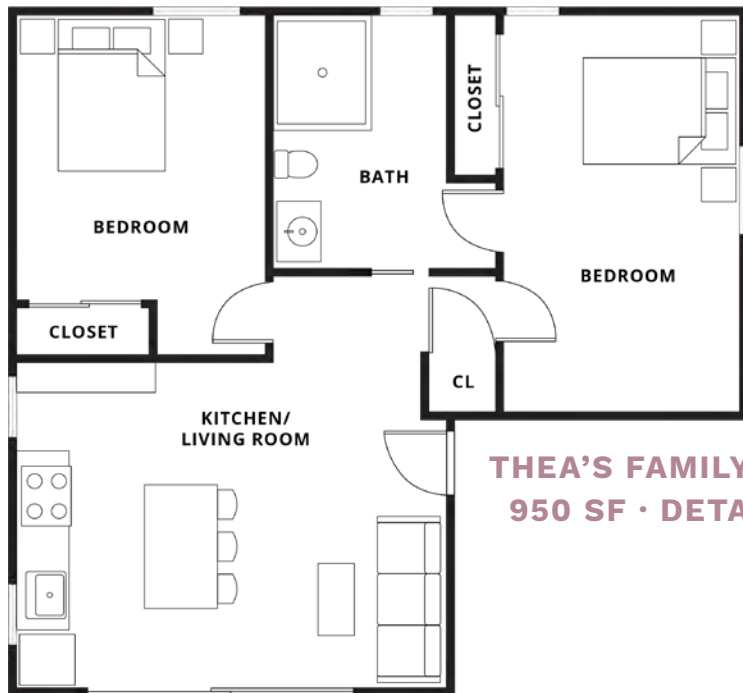




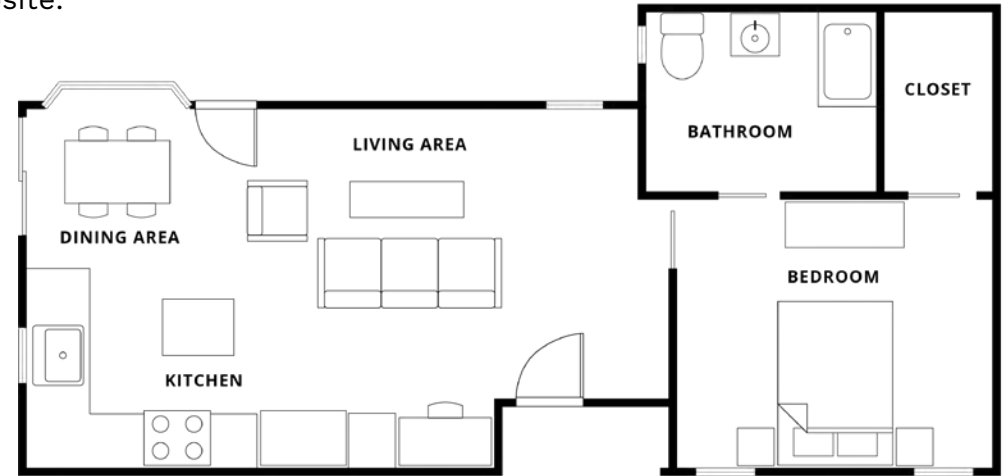
Floorplans Inspiration

Here are a few floorplans from real-world ADUs in California.
See more in the [Floorplans Inspiration Gallery](#) on our website.

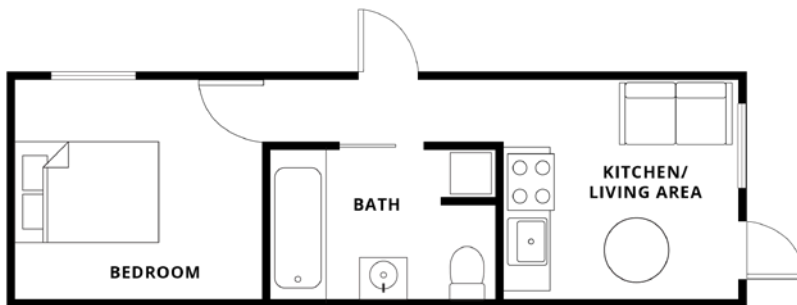
SEE ALL URLS in
the Directory (final pages).



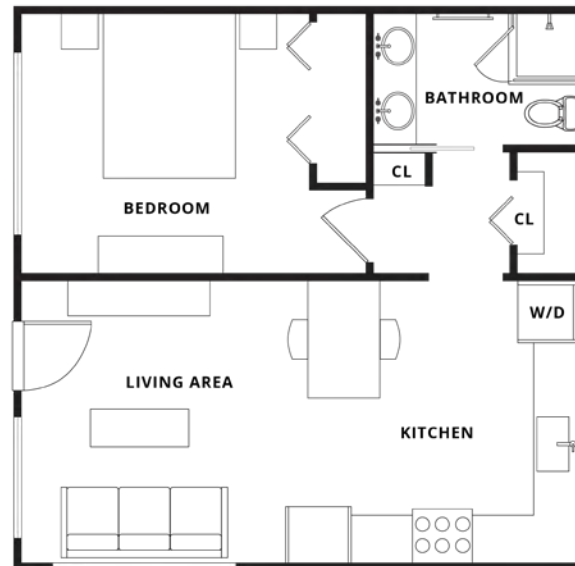
THEA'S FAMILY HOME
950 SF • DETACHED



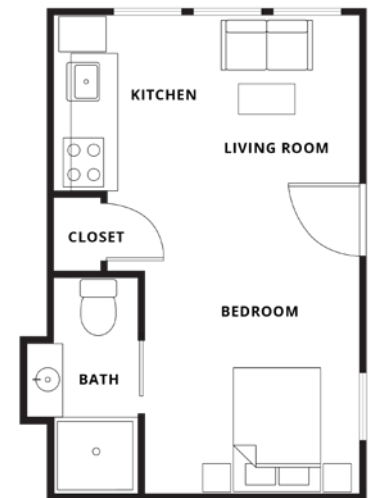
MEREDITH'S ADDITION • 700 SF • ATTACHED CONVERSION



MARK'S TEACHER HOUSING
300 SF • DETACHED



BRENDA'S GARAGE APARTMENT
576 SF • GARAGE CONVERSION

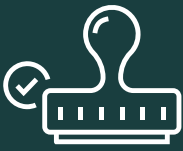


ADAM'S SIDEYARD UNIT
280 SF • DETACHED



SECTION FIVE

Permitting



Prepare Your Application



Submit Your Application



Revise Your Application



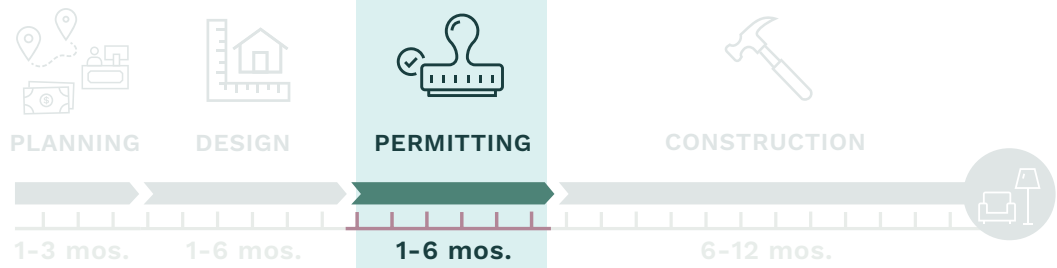
Receive Your Permits

PLUS:

- Permitting fees

Project Timeline

The Permitting phase typically takes 1-6 months. Most ADU projects take 12-18 months to complete, but some extend to 24 months or more.



Permitting Overview

CONSIDER HIRING A PROFESSIONAL

California Law allows homeowners to submit an owner-builder application, but many who start down this path have a hard time. The process can be technical and complex, and they are liable if anything goes wrong. Generally, it is better to have a professional on your side, which is why most homeowners choose to work with one through the permitting process.

 **SEE ALL URLS** in the Directory (final pages).

Application Steps

Once your ADU plans are finalized, you and your designer or contractor will lead the process to prepare an application, which will include the following steps:

1. Use the [ADU Checklist](#)  and talk with staff to understand what you need to submit.
2. Prepare your permit application, meet with County staff, and request a new address for your ADU from the County Assessor & Recorder's Office if needed.
3. Submit your application, plans, fees, and other materials online or in person to the Building Department.
4. Staff will review your complete application within two weeks and let you know if any revisions are needed. Other departments and outside agencies like the Mariposa Public Utility District will review it if needed.
5. Once your application is approved and all fees are paid,* you can collect your permit.

* Including School District fees for ADUs 500 square feet or more and other impact fees for ADUs 750 square feet or greater.

Application & Plan Review

BUILDING DEPARTMENT REVIEW makes sure your plan is safe and meets all local and state building code requirements, like electrical, insulation, ventilation, plumbing, foundation, and seismic safety. Building codes are nearly identical from place to place, but the County may have some differences for local safety issues. The Building Department also manages any required review by other departments and agencies.

PLANNING DEPARTMENT REVIEW makes sure your plan meets zoning standards, like how big and tall an ADU can be and where on the property it can be located.

HISTORIC DESIGN REVIEW may be required if your property is in a Design Review Overlay. View the maps available on the [Historic Sites & Records Preservation Commission website](#)  or talk with County staff to find out.

NATIONAL PARK SERVICE REVIEW may be required if your property is within Yosemite National Park. County planning staff will send your application directly to NPS and guide you through any additional requirements.



Prepare Your Application Package

Your team will lead the process to prepare an application package. Requirements may vary based on the specifics of your property, but applications to Mariposa County typically include:

- Three sets of building plans
- Six complete and signed site plans
- Soil inspection report or waiver request
- Three sets of grading plans (if applicable)
- Two complete sets of sprinkler plans and water supply calculations (if applicable)
- Completed Grading Permit Requirement Determination Worksheet
- Completed Mariposa County Development Residential Permit Application
- Title 24 Energy Calculations (if applicable)
- Permit fees

You can find an application checklist and other forms on the [Mariposa County Building webpage](#). County Staff and your professional team will help you collect these materials and navigate the application process.

TALK WITH COUNTY STAFF Before submitting your application, it's a good idea for you and your designer to meet with staff so they can review it. While not required, this step can make sure you get your permit as soon as possible. This is a great time to ask about the possible need for special permits, utility concerns, and/or approximate fee totals. See our Staff Meeting Worksheet for more questions you might want to ask.

ADDRESS ASSIGNMENT This is a great time to request an address assignment. Planning, Building, or Assessor & Recorder's Office are ready to assist. See the Directory (final pages) for contact information.

DEED RESTRICTION Required for JADUs to prevent them from being sold separately, attached to the land, and applies to all future owners as well.



EXERCISES

- ☐ **STAFF MEETING WORKSHEET** Collect and organize details for your application.

SEE FINAL PGS. OR USE QR CODE



SEE ALL URLS in the Directory (final pages).

If you need to demolish a garage to replace it with an ADU, your demolition permit application can be processed at the same time as your ADU permit application. Talk to County staff for more details.





What if I have an unpermitted ADU?

An unpermitted ADU can make it difficult to sell or refinance your property. If the ADU is being built, the County can issue a stop work order and the owner may be subject to penalty fees.

For unpermitted ADUs built before January 1, 2018, state law says a permit to legalize cannot be denied even if there is a violation of ADU laws or building standards, unless it is a “health and safety concern” or if the building is deemed “substandard” by state Health and Safety Code.

What if I have a building code violation or unpermitted structure on my property? State law says local governments cannot deny an ADU permit based on other structures on the property, like fencing or an unpermitted garage, unless there is an obvious health and safety concern.



Submit Your Application

Once your application is prepared, you and your designer or contractor will submit your application package online or in person to the Building Department. You should have an idea of how permitting and approval works from your conversations with staff, and your team should be familiar with the process as well.

Initial plan review generally takes two weeks. Once it is deemed complete—meaning you correctly submitted all required materials and details—other departments and agencies will review it as needed. Under state law, the County, utility agencies, and special districts have 60 days after your

application is deemed complete for their review. Once all departments and agencies have completed their review, staff will share all comments and required revisions with you and your team. If an application is denied, a full set of comments with a list of incorrect items and how those can be remedied must be provided.

State law says local governments cannot comment on zoning issues unrelated to the ADU. For example, you should not receive comments about the main house or a fence, unless there is an obvious public safety issue.



Revise Your Application

After receiving comments, you and your designer will revise and resubmit your application. Depending on the completeness of the application, most projects require one to three rounds of review. Most likely, this review will happen at a staff level (no hearings), although your project may require a discretionary permit and a hearing if you're asking to do something outside of the normal rules or your project has special conditions.

This step takes as long as the number of reviews and depends on how quickly revisions are completed. Be prepared that staff may bring up new comments in later reviews.

PUBLIC HEARINGS: THE EXCEPTION Most ADUs will not require a public hearing, but if your ADU does not comply with the normal rules, like exceeding size or height limits or requiring a special permit, it may need an additional review.



Receive Your Permits

BUILDING PERMITS give you official permission to start construction and are required for all ADU projects.

After your application is approved, staff will let you know that your permit is ready. Building permits must be picked up in person at the Mariposa County Building Department, where you will pay the associated Building Permit fee, sign for the permit, and receive your copy of the approved plans to start construction.



Generally, before receiving final permits, you will have to pay all required fees, including those required by other agencies like school districts or water districts. The County will give you information about how to pay and obtain proof of payment for any fees required.

Permitting Fees

WAYS TO SAVE ON FEES

ADUs under 500 square feet don't need to pay school district fees. Water and sewer providers cannot charge connection fees for an ADU converted from existing space.

ADUs can be charged a variety of fees by the County, the State, and other agencies. Some fees are based on the details of the project while others are fixed. Surprisingly, the County does not control many of the most expensive fees, like school and water fees, which are assessed by other agencies and dependent on the size or location of your ADU. For more information about fees for your project and what to expect, speak with County staff.

ESTIMATING FEES The total amount of fees depends on your property and plans. Planning staff can most likely provide an estimate once you have a good idea of your project details.

Our [Mariposa County ADU Calculator](#)  can provide an estimate of fees for your project.

 **SEE ALL URLS** in the Directory (final pages).

Typical Fees

All ADUs require several fees including building permit, site plan review, environmental health plan, and inspection. **ADUs of all sizes are not charged impact fees but are subject to school district fees.**

- **BUILDING PERMIT AND PLAN REVIEW FEES** cover the costs of inspections before, during, and after construction. These fees can vary based on the project and are often a few thousand dollars.
- **OTHER DEPARTMENT FEES** (including state fees) are paid directly to the County and vary by project. Staff will let you know if any apply to your ADU during the application process.
- **UTILITY AGENCY FEES** support the cost of providing service to the community. Under state law, existing buildings do not require water fees, while new buildings can only be charged fees in proportion to the size of the ADU. See the Directory on the final pages for information on utility agencies.

Permitting Fees

- **SCHOOL DISTRICT FEES** support the schools in your area and are paid directly to them. Applies to ADUs 500 square feet or more. As of 2023, Mariposa County Unified School District fees are \$3.20 per square foot of habitable area. Staff will let you know what your fees might be and see the Directory for school district contact information.

Building Permit Fee Examples

Here are a few examples of construction valuations (not actual construction costs) and building permit fees from real Mariposa County ADU projects. Fees include building permit, plan check, inspection, and other typical fees invoiced by the County. These examples do not include fees that may be charged for septic, well, grading, or road encroachment.

1,200 SQUARE FOOT ADU

\$5,631 including fire sprinklers, and solar inspections

610 SQUARE FOOT ADU

\$4,701 including fire sprinklers, and solar inspections





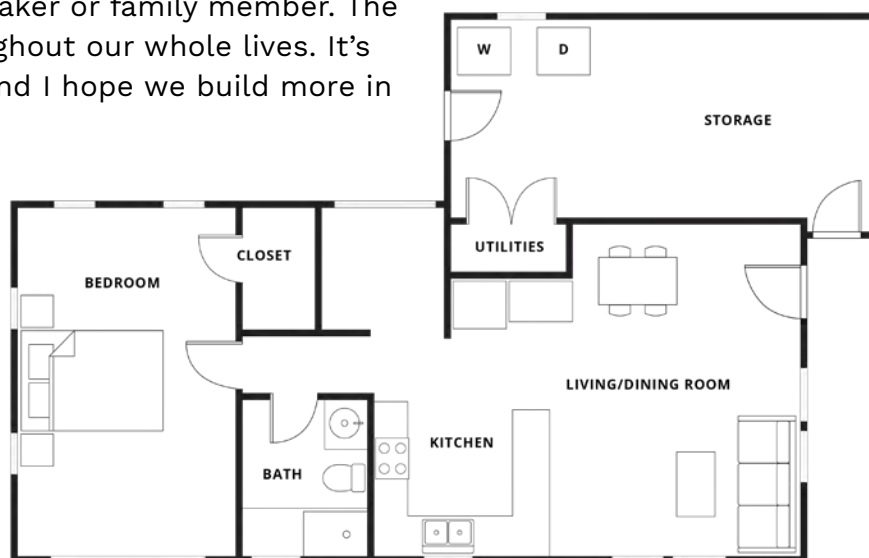
ADU STORY

Sue, Kathy, & Barb A PERFECT PLACE FOR MOM

When my wife Barb and I bought this property I wanted my mom Kathy to move closer so we could care for her as she ages, and there was a small cabin here. I thought I'd convince mom to move over the next ten years, but after a couple days of visiting she was ready! We wanted to try the ADU while we can enjoy time together, instead of when she's much older and the experience is more difficult. That's my advice: don't wait, do it now!

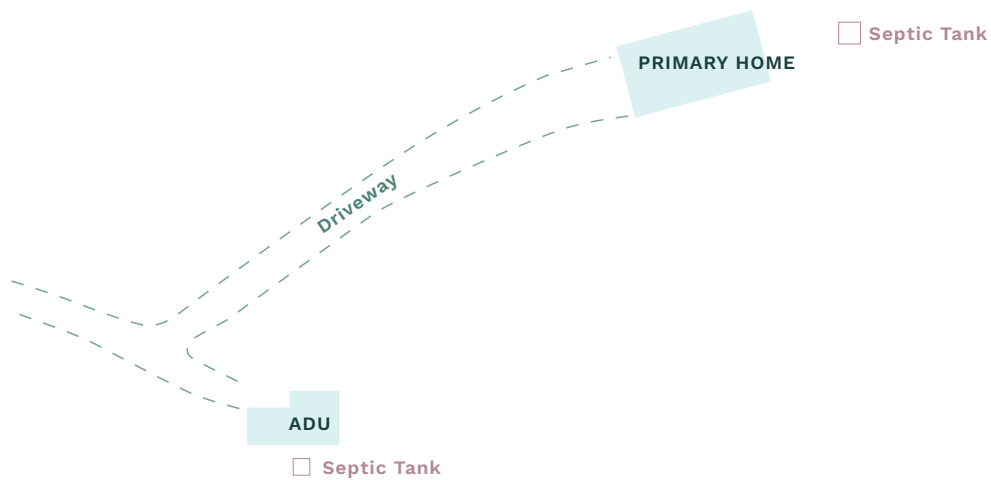
The cabin was a studio with electric and septic set up, so designing the ADU was easy. We sketched ideas on a napkin, then Mom refined the plans. We added a bedroom, bathroom, patio, and big windows; now Mom has better views than we do. She added personal touches like a dining nook and a craft area. The permitting process took longer than I expected, but I work for the County and see it getting easier. You need a professional that knows what they're doing, and we had a great contractor who made the process easy. Our County building inspector was also terrific. There were a few things we had to correct, but overall it was smooth sailing.

It's a blessing to have her here, and a relief as she gets older. We have our independence and privacy, but if she needs anything I'm right here. If she needs more support she can move in with us and rent the ADU, and that would be extra income to help with her care. Later on Barb and I might move into the ADU and rent the main house, or use it for a caretaker or family member. The ADU will give us flexibility throughout our whole lives. It's been wonderful for our family, and I hope we build more in our community.



“Mom loves to cook and bake so the kitchen was the most important part of the ADU, and we planned details down to where to store cookie trays. We downsized a lot, but it was fun to get creative together.”

LOCATION	Grass Valley
TYPE/LAYOUT	Detached, 1 bedroom
COMPLETED	2019
TIME	12 months
SIZE	1,100 square feet





ADU INSIDER PERSPECTIVE Tips on Legalizing an Unpermitted ADU

Realtors and County staff across the region work with folks every day who are considering permitting an existing ADU. Here are some things they have learned:

- 1 TALK TO LOCAL STAFF** You don't have to give an address, just a general description of your situation to learn more. You can always ask how unpermitted ADUs are handled first, since this might vary based on where you live. Some areas might have programs or resources to help you decide if it's possible too.
- 2 CONSIDER HIRING A PROFESSIONAL** Navigating regulations and permitting can be complex. Trying to do it yourself is often more expensive in the end, especially because each round of reviews costs more. A professional will know the rules and can manage the application process, saving you time and money.
- 3 BUILD A BUDGET AND BE STRATEGIC** The costs can add up quickly when legalizing an unpermitted ADU and at some point you will need to make a go/no-go decision on if it's feasible. Figure out the sequence of steps, identify what is necessary for legalization, list out expected costs, and decide how to finance it.
- 4 GATHER DOCUMENTATION** Some jurisdictions allow homeowners to use the building standards in place when the ADU was built, so figure out how you will prove the construction date. Did you save receipts? Are HVAC components dated? Does the assessor have records? Do you have a dated aerial image?
- 5 PREPARE FOR A MARATHON, NOT A SPRINT** Other issues can come up that increase time and costs, like drive-way modifications or lot line adjustments with a hopefully willing neighbor. Don't let the bumps in the road stop you once you've made a 'go' decision, just take a breath and keep going.
- 6 AN UNPERMITTED ADU CAN BE MORE EXPENSIVE THAN BRINGING IT UP TO CODE** If the ADU was well built, costs are usually fees for drawing, permits, and (maybe) impact fees, plus future taxes from property value increase. The costs of NOT having a legal ADU could be a lot. Insurance companies refuse claims for unpermitted structures all the time, and fines for code violations can be heavy.



SECTION SIX

Construction



Hire Your Contractor



Monitor Construction



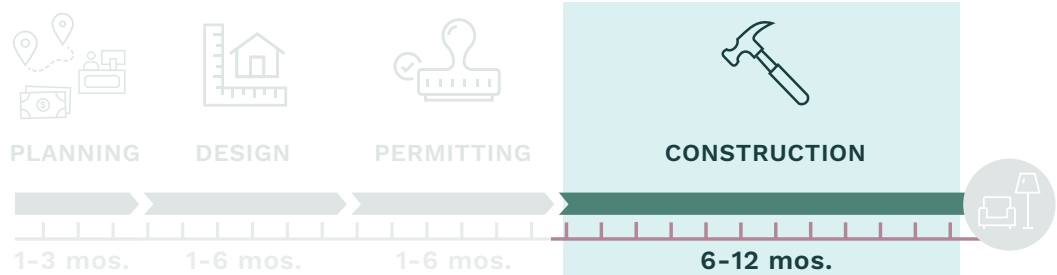
Get Inspections

PLUS:

- Building costs

Project Timeline

The Construction phase typically takes 6-12 months. Most ADU projects take 12-18 months to complete, but some extend to 24 months or more.





Hire Your Contractor



How do I find a contractor?

Beware of unrealistically low bids! An unreputable contractor might give a low bid to get the work and then demand more money for “unforeseen circumstances.”

CONTRACTOR RESOURCES

The California Department of Consumer Affairs can help you find a contractor. They have resources on hiring, checking the license status, negotiating a clear contract, and resolving disputes. Visit their [website](#) .



SEE ALL URLS in the Directory (final pages).

If you are not using a design/build firm, you will need hire a contractor for the construction phase of your ADU. They will not only complete skilled construction work, but also manage the construction process, like hiring subcontractors, coordinating construction and inspections, and troubleshooting delays and changes.

Being Your Own General Contractor

Often, people who are their own general contractors have a difficult time. Building an ADU is more like building an entire home than a renovation – there are many opportunities to make costly or time-consuming mistakes. Having an expert manage contract negotiation, payment schedules, quality checks, project timing, and working with the County and other agencies can be incredibly valuable. While it may cost more up front, you might save a lot of money by reducing delays and change orders, and get your ADU rented sooner too.

Getting Bids

Start with getting bids for your construction drawings. Ask your designer and community for recommendations of good local professionals and make a list of candidates. It's great if they have ADU experience, but it's not necessary.

Be specific about what is and is not included in the bid. Also ask for license, insurance information, references, work examples, and a proposed schedule.

You'll want at least three bids for comparison. Make sure you understand all the details of the bids and ask all necessary clarifying questions. Your designer may be able to help you compare bids and select your contractor.

Generally, there is a trade-off between experience and cost; less expensive contractors will have less experience, while those with more experience may charge more. Check their references and ask to see photographs of past projects. Also consider their communication style, if you think you'll work well together, and whether they understand your goals.

Due Diligence

Before you hire your contractor, make sure to check their license and insurance. You can verify their license by calling the Contractors' State License Board at 800-321-2752 or checking their [website](#) . You can verify insurance by requesting a certification of insurance or by calling their insurance agent. Make sure workers' compensation, property damage, and liability are included.

The Contract

Your contractor will most likely present you with a contract to formalize your agreement. Review the entire agreement carefully to make sure you understand it and are okay with everything. Also, make sure you understand how added work will be handled and what additional budget you might have to respond to needed changes. The contract should address the following:

- Contractor's license number, name, and address
- Total project cost and payment schedule
- Start date and timeline
- List of work to be accomplished and materials to be used
- Work to be subcontracted to other professionals like plumbing or electrical (if any)

- Specific terms about what constitutes substantial completion of work and a final walkthrough checklist
- Special requests (saving scrap lumber, bricks, or homeowner "sweat equity" and provided materials)
- The terms of warranties
- Whether there is a cancellation penalty
- A provision requiring the contractor to obtain lien releases from all subcontractors and suppliers (to protect the homeowner if a subcontractor claims they weren't paid)
- Plan for cleanup and removal of material and debris
- Requirements for protecting property and landscaping
- Storage areas for materials
- Instructions regarding children or pets
- Costs that are not covered (exclusions)

The payment schedule should be a dated plan that shows when you will make payments based on construction completion milestones. For example, you might pay 20% after the building enclosure is complete, 25% once the exterior finish carpentry is complete, etc. California law requires that no more than 10% or \$1,000 be paid up front, whichever is less. If a contractor asks for more, it is a red flag. Also, it's generally a good practice to withhold 10% of the total project cost until all work and inspections are completed.

EXAMPLE BUILDER PAYMENT SCHEDULE



10%	UPFRONT Or \$1,000, whichever is less (CA law)
20%	SITE PREPARED
20%	FOUNDATION COMPLETE
20%	ENCLOSURE COMPLETE
20%	EXTERIOR FINISHES COMPLETE
10%	WORK & INSPECTIONS COMPLETE



Do not sign the contract until you fully understand and agree with all the terms. If you are unsure, you can always contact an attorney to review it before you sign.



Monitor Construction

Once your contract is signed, your contractor will start work according to the schedule you agreed upon.

Your contractor will lead the construction process, you will have the following responsibilities:

COMMUNICATE Keep in touch with your contractor and schedule regular check-ins.

MONITOR Regularly walk through the construction area to monitor the quality of the work and make sure the work is progressing the way you expect.

DECIDE Be prepared to make decisions about the details—light fixtures, appliances, and other materials—in a timely manner so your contractor can stay on schedule.

ADJUST Follow the contract you agreed to, including any changes as described specifically in a change order form.

INSPECT Although your contractor will usually arrange the required inspections, it is your responsibility as the property owner to make sure that the inspections are conducted as required at each stage of the construction process.

Traditional construction will take 6-12 months, though this varies heavily.

Stages of construction include:

- | | |
|-------------------------|------------|
| • Site preparation | 1-2 months |
| • Foundation | 1 month |
| • Walls, roof, doors | 1-2 months |
| • Plumbing & electrical | 1-2 months |
| • Insulation & drywall | ½-1 month |
| • Fixtures & finishes | 1-2 months |
| • Final touches | ½-2 months |

Any changes to the original agreement should be reflected in a change order form that is signed by both you and the contractor and that describes the specific change and any corresponding adjustment to the price or timeline. Beware that some changes (size, height) require County review.

It's a good idea to have your designer involved as construction begins. Your contractor may have questions and can also suggest construction cost savings related to the design. Your designer may also (for an extra fee) stay on board to consult on last-minute substitutions that might arise.



Get Inspections

During construction, your ADU will be inspected multiple times to ensure it is being built according to the permitted plans (typical inspections include foundations/footings, framing, electrical/plumbing, and exterior finishes). The County inspects local areas on a rotating schedule. Contact the Building Department for more detailed information.

You will also need to schedule inspections with other agencies if required for your project, like Public Works, Environmental Heath, County Fire, and CALFIRE.

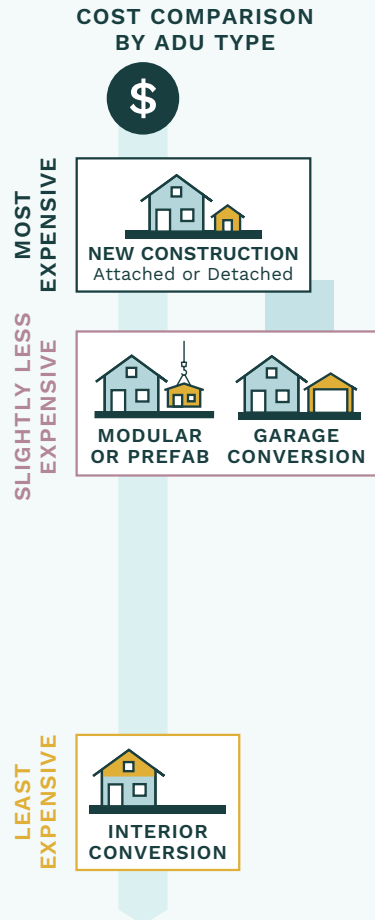
After your final inspection is approved, the inspector will provide final sign-off on your building permit known as a certificate of occupancy and then your ADU is ready for move-in!

 **SEE ALL URLS** in the Directory (final pages).



Construction (Hard) Costs

Placing all your plumbing, such as kitchen and bathroom pipes in the same wall, especially on multiple floors, will save you money during construction.



ADU construction costs vary significantly depending on materials, site conditions, location, and other factors.

The construction or hard costs for an ADU typically ranges from \$30,000 for a simple interior conversion JADU to \$400,000+ for a large detached ADU with high-end finishes on a hillside lot. Cost per square foot is a good way to estimate – but this can range from \$150-300 per square foot depending on your project. \$200 per square foot is a good estimate of construction costs for an average project. For total cost (hard and soft) see the Budgeting & Finance section.

Despite what many think, smaller ADUs may cost almost the same as larger ones because construction costs are not directly related to size. Many costs like foundation, kitchen, and bathroom work only increase slightly for larger ADUs. Kitchen costs will range from \$25,000–\$50,000 with each bathroom ranging from \$15,000–\$25,000.

WORRIED ABOUT HIGH CONSTRUCTION COSTS? If the cost to build an ADU is too high, consider converting interior space. A JADU is often much less costly than other ADUs and can be a great option.

- **CONVERSIONS OF INTERIOR SPACE** (basement or otherwise) are often the cheapest, as long as there aren't complex codes or structural issues.
- **GARAGE CONVERSIONS** are not much cheaper than new construction (if at all) because they usually need significant work to meet code and the shell of a building (walls, foundation, roof) are not the most expensive parts of construction. Common expenses/challenges include: redoing the foundation, replacing the floor to add a vapor barrier, and replacing the windows and insulation.
- **NEW CONSTRUCTION ADUS** tend to be the most expensive.

There are many other factors that will impact costs, including:

- Quality of interior finishes and amenities
- Architectural form and details
- Extent of required utility, structural, mechanical, electrical, and plumbing upgrades
- Required site upgrades (sidewalks, sewer, and water)
- Whether sprinklers are required
- Whether doors and windows meet emergency exit standards
- Lot complexity (slope, trees, fault lines, etc.)



BONUS SECTION

Move-In & Renting



Construction is complete, and now it's time for someone to move in!

This could be you, a friend, a family member, or a tenant. There are a lot of benefits to having someone else on the property – added security, extra income, sharing tasks and maintenance – but there are also a lot of responsibilities. You'll need to learn about housing laws, find and manage a tenant, and properly maintain the ADU and property. You'll need to approach both sides thoughtfully.

It's very important to understand the laws because they can impact your abilities in the future, from increasing rent to evicting tenants. The following steps will help you understand and prepare for the responsibilities of being a landlord.

Project Timeline





What is involved in being a landlord?



SEE ALL URLS in the Directory (final pages).



COMPLETE PRELIMINARY STEPS

Prepare to rent your ADU by confirming your homeowners insurance is set up adequately, setting up utilities, and developing a plan to handle the finances.

You'll also need to confirm your ADU's address and what you'll need for mail service. The County will have assigned you a new address during the permitting process (but you can always check in with them if you're unsure).



UNDERSTAND RENTAL LAWS You will need to understand all the laws related to being a landlord, especially around discrimination. For an overview of California laws, review [California Tenants: A Guide to Residential Tenants' and Landlords' Rights and Responsibilities](#), published by the CA Department of Consumer Affairs. If you are unsure, you can always contact an attorney.



SET THE RENT Maximizing the rent is often not the only consideration – setting a fair rent a bit under market rate will help you attract and keep good tenants. **Consider pricing your ADU so that it is affordable** for the local workforce and families who may not be able to afford high rents. Housing is considered affordable if a household is paying less than one third of their income on their rent.

Many homeowners are motivated to rent their ADU affordably to community members because they serve essential roles in our neighborhoods and often have difficulty finding housing that meets their needs. If you financed your construction with a loan, consider the loan length, interest rate, and any reserve funds you have as well.



FIND A TENANT Research how to successfully advertise your ADU and select a good tenant. Along with word of mouth, you can also contact nearby schools, faith communities, or other similar locations to see if any teachers, staff, or community members are looking for housing. You can also post a rental listing on Craigslist or Zillow, share your listing with Facebook or Nextdoor group pages about housing in your area, and advertise with the Yosemite National Park daily email report for employees.



WRITE YOUR LEASE You will need to create a lease (or rental agreement if renting month-to-month) for both you and the tenant to sign. This agreement should clearly identify all the expectations for you and your future tenant. Once you select a



EXERCISES

- ☐ **IDENTIFYING WHAT YOU WANT IN A LEASE** Plan important decisions about your lease terms.



SEE FINAL PAGES OR USE QR CODE

tenant, you should collect a security deposit and first month's rent when you sign the lease. There are also companies that will perform a simple background check on a tenant for a fee. Conducting a move-in inspection with your tenant is also a good idea. Even if you are renting to a friend or family member, creating an agreement is always a good idea to avoid possible confusion or conflict. Sample agreements can be found online. Many realtors can also help you set up a lease or rental agreement.



MANAGE YOUR RENTAL Think about a long-term plan for the care and upkeep of your ADU, how to split shared responsibilities, and how to address any issues that might occur with your tenant.

Maintenance According to state law, it is your responsibility as a landlord to maintain a “habitable” ADU. Regardless, it is best practice to keep your ADU well-maintained and to keep your tenant happy. Except in the case of an emergency, you will need to give your tenant(s) 24 hours’ notice before you or any maintenance people can enter.

Rent increases Generally, if your tenant has signed a lease, you cannot increase the rent during the lease term. When the lease expires (or in month-to-month tenancies), you can increase the rent as you see fit.

Beginning in January of 2020, the Tenant Protections Act now provides rent cap protections for qualified rental housing in California (see details in [California Tenants Guide](#) )

Eviction Hopefully you and your tenant(s) will not have problems, but if problems do arise that cannot be resolved, you will need to consider eviction. It’s recommended that you work with a lawyer if eviction is necessary. State law mandates a judicial eviction process, which is best handled by a lawyer.



MARIPOSA COUNTY LANDLORD PARTNERSHIP PROGRAM (LPP) provides resources and financial support for landlords who rent to families receiving federal rental assistance through Housing Choice Vouchers and other housing-related programs run by Mariposa County and Health and Human Services (HHSA). See the [Landlord Partnership Website](#)  and the Directory for more information. Landlords who participate in LPP may be eligible for:

- Cash Rental Bonus and Lease Renewal Bonus
- Renter Pre-screening – Case managers screen and provide renter education regarding the expectations and responsibilities to maintain productive rental relationships.
- Rental Inspections and Cleaning – Case managers facilitate cleaning and inspections after rental vacancy.
- Vacancy Rent Loss Prevention – HHSA covers rent costs while the required paperwork is being completed.
- Landlord Liaison – Health and Human Services specialist will assist in answering landlord’s questions between landlords and renters.
- Problem Prevention – The case manager’s regular in-home visits handle potential problems early.
- Satisfaction from supporting your community by helping our vulnerable neighbors.



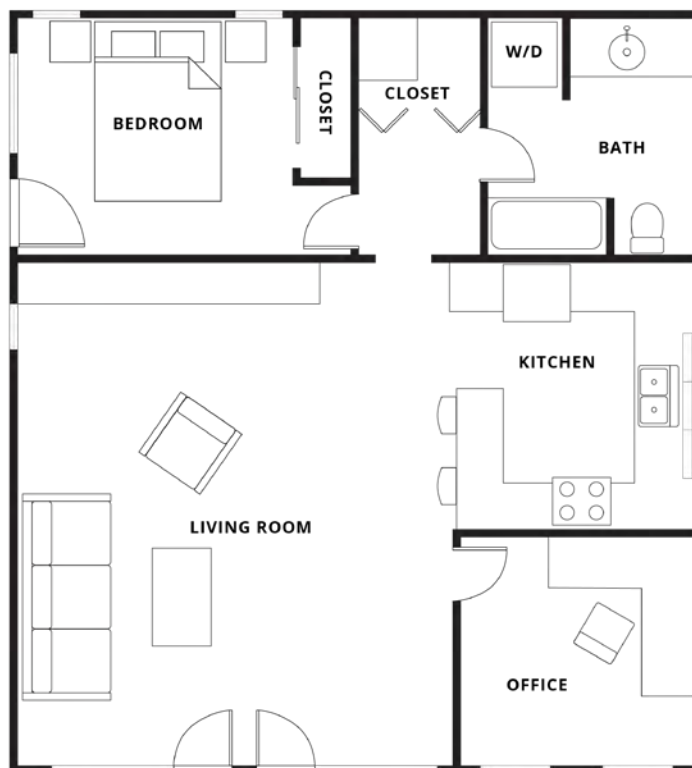
ADU STORY

Rosemary CONFIDENCE FROM EXTRA INCOME

My family has been in this area for generations. They owned a jewelry store in Grass Valley during the Gold Rush, and when my mom and aunt visited to learn about our history, they fell in love. My parents, aunt, and cousins moved here in 2000. My dad writes a weekly column in the local newspaper, and my mom opened a family restaurant. I was raised a city girl, but Nevada City has given me the space to relax and be closer to my parents.

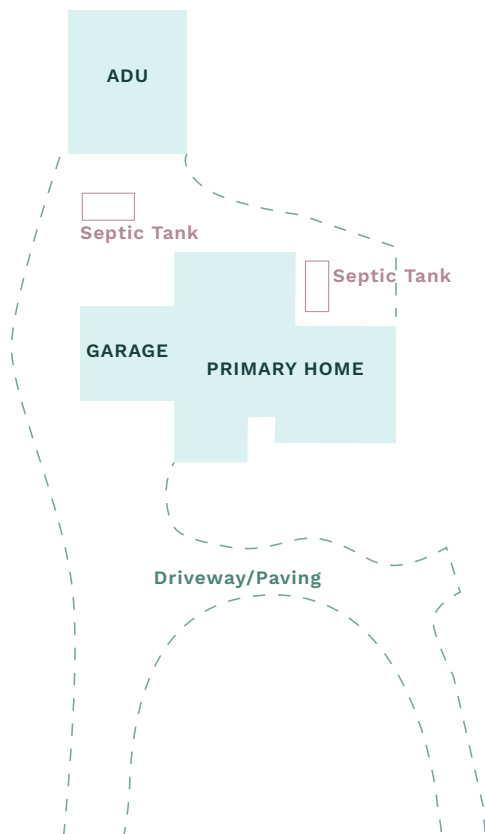
I bought my house to have somewhere for my parents to stay as they age. There was a detached garage that I wanted to convert to an ADU. It seemed like a great investment to have a space that we could use for anything from a guest house to a rental unit. Making this 1960s garage habitable was a lot of work. It was important to find a contractor that was qualified and I worked well with. We did a lot of problem solving throughout the process, like soil testing for a septic system, sealing gaps in the roof, and preparing for a heavy snow load in the winter. I helped with a lot of tasks that were intimidating to start but really interesting to learn, like running electrical and installing insulation. We worked hard to make the ADU feel open and light.

During the pandemic my parents moved into the main house and started renting out the ADU. I'm a single parent and a teacher, so any extra income is helpful. The rental income gives flexibility, and I have more confidence in my finances and my family's long term stability. My advice is to go ahead and make the investment. Building an ADU can add up, but the contribution to your financial situation and your community is worth it.



“The rental income gives us flexibility, and I have more confidence in my finances and my family’s long term stability.”

LOCATION	Nevada City
TYPE/LAYOUT	Detached, 1 bedroom
PRICE	\$175,000
COMPLETED	2022
TIME	2 years
SIZE	1000 square feet



ADU Exercises

These exercises are also available as a separate PDF at motherlodeadu.org/guidebook.

Contents

- ☐ Identifying Goals & Concerns
- ☐ Recording Your ADU Goals
- ☐ Making a Rough Sketch of Your Property
- ☐ Property Details Worksheet
- ☐ Staff Meeting Worksheet
- ☐ Budgeting Exercise
- ☐ Initial Design Exercise
- ☐ Design Ideas Exercise
- ☐ Designer Considerations Exercise
- ☐ Identifying What You Want in a Lease

 Identifying Goals & Concerns	Goals	Short-term	Long-term	Concerns	Short-term	Long-term
	Rental income	☐	☐	Cost	☐	☐
	Housing for a family member	☐	☐	Hiring/managing contractors	☐	☐
	Helping out the community (e.g., housing a teacher)	☐	☐	Privacy	☐	☐
	Housing for someone with special needs	☐	☐	Site constraints	☐	☐
	Planning for retirement	☐	☐	Challenges of renting and managing the ADU	☐	☐
	Increased resale value	☐	☐	Conflict with neighbors	☐	☐
	Downsizing/moving into the ADU	☐	☐	Getting approval/scrutiny from government	☐	☐
	Housing domestic help (e.g., an au pair)	☐	☐			
	Help with chores or to watch over things when you are away	☐	☐			
	Housing an in-home caregiver	☐	☐			

**Recording Your ADU Goals**

To stay motivated through challenges in the process, some people find it helpful to write down what building their ADU will allow them to do. Use this space to express your goals – consider cutting it out and putting it somewhere you'll see it regularly. Examples:
“Take the kids to Disneyland every year.”
“Make sure my mom has a safe place to live.”

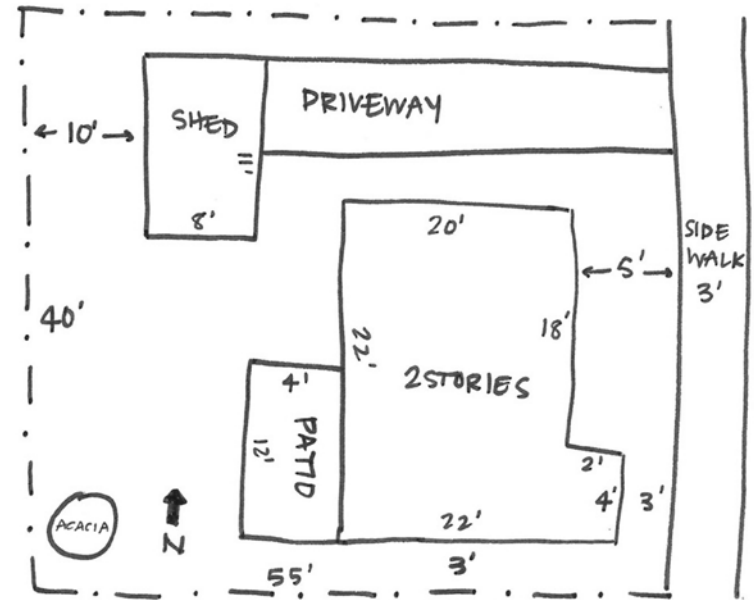


Making a Rough Sketch of Your Property

Drawing a site plan is an essential step, both for your own planning and to get permit approvals. A site plan shows your property line and key information such as buildings, setbacks, lot line, etc. Most homeowners hire a professional to produce the final version, but it is often helpful to have a rough sketch to start. At this stage, you are going to draw major elements like building footprints, driveways, trees, etc.

1. Start by sketching out your property lines, measuring and marking them accordingly. (You can use fences to estimate property lines, but at some point you may need to get a professional surveyor on-site.) Add any existing structures. Focus on the basic shape. You don't need to worry about inside floor plans, you just need to capture the footprint and whether it is one or two stories. Note special features like porches, trellises, and exterior stairways.
2. Next, add in the driveway. Be sure to measure the length and width of the driveway. Pay attention to other significant features like pools, trees, steep slopes, etc. When you are done, you will have something that looks like the sketch to the right.
3. Now, try doing a drawing to scale. Depending on your lot size, a good scale might be one inch equals ten feet. If possible, try to have your north arrow direction pointing upwards on the page. Besides drawing the lines, be sure to make notes about the exact length as well. Be sure to use a pencil.
4. Make a copy. You'll want to copy your site plan or take a photo with your phone, because you will probably end up drawing on it several times as you explore ideas.

Example:



Eventually, the site plan needs to be drawn to scale, but to start you should use scratch paper.

If the site plan is feeling too stressful, you can skip it for now or go outside and do a really rough sketch on a napkin. It's better to meet with County staff earlier than to get everything right.

Note: Each 4x4 square on the following page equals 1."



Property Details Worksheet

One of the first steps will be to gather important information about your property. Use the instructions on the Learn the Rules page of the Mother Lode ADU website* or in your County's ADU Guidebook**.

Use the resources mentioned to find the following information about your property:

- Assessor's Parcel Number (APN) (this is also listed on your property tax bill)
- Zoning District
- Lot Size (may also be listed on your deed)
- Size of your main home, including the Floor Area (the square footage of the ground footprint of your house) and building height
- Any Special Zoning Districts, such as a Historic District, High Fire Hazard Area, Heavy Snow Load Area, Park Area, or other special zoning. You may need to ask County staff directly about whether your property is within a special zoning area

Notes:

Development Standards for your Property

These rules dictate where and how much you can build on your property based on your zone. **It can feel empowering to know this, but you don't have to** – your design team and County staff can confirm.

See the Learn the Rules section of the Mother Lode ADU website* or your County's ADU Guidebook** for more details about development standards. In general, you will want to look for the following regulations:

Setbacks, including distance between a structure and the front, side, and rear property lines

Height limit

Lot coverage, or how much of the property can be covered by a structure, usually listed as a percentage

* motherlodeadu.org/learn-the-rules ** motherlodeadu.org/guidebook



Staff Meeting Worksheet

One of the best things you can do is to talk to County staff early in the process. See the Contact page of the Mother Lode ADU website* or the Directory pages of your County's ADU Guidebook** for contact information. Many of these questions are addressed in the Guidebook, but you can take this opportunity to clarify anything unique to your property.

1. **Do you have official record of my existing floor area? What areas should I count when determining existing size?**
2. **What are the setbacks, height, and site coverage, or other development standards for my property?**
3. **Does my property fall in any special zones that may impact what I can build? (Historic Districts, Fire Hazard Zone, etc.)**
4. **Will I need to add parking? Does my home meet parking requirements?**
5. **Do you require approval from my Homeowners Association?**
6. **Are there fire safety or sprinkler regulations I should know?**
7. **What potential problems do you see with my property or project plans and how can I address these?**
8. **When should I start talking to utility companies about requirements?**

* motherlodeadu.org/contact ** motherlodeadu.org/guidebook

9. Are there any special septic or well requirements for my property?

14. Is a deed restriction required? When do I do that?

10. Are there any soil testing requirements for my property?

15. Are there any regulations on vacation rentals or short-term guest quarters?

11. How long does permitting take? When should I check in if I haven't heard anything? How do I do that?

16. Are there restrictions on how I can use my ADU?

12. Can you explain all the fees I'll be expected to pay as part of permitting?

17. Can you summarize any other rules that are important?

13. Are there common pitfalls or mistakes to watch out for in the design, application, or construction process?



Budgeting Exercise

These questions will help you think through and get started with financial planning for your ADU. See the Budgeting & Finance section in your County's Guidebook* for more information.

1. **What are your estimated construction costs? Use the Mother Lode ADU calculator.****
2. **How are you planning to finance your ADU?**
3. **How much cash, savings or other liquid assets can you put into the project?**
4. **Do you have any friends and/or family that you may be able to ask for a loan?**
5. **How much equity (the portion of your home's value you own outright) do you have in my home? market value of home – remaining mortgage balance = equity**
6. **Do you want to consider applying for a loan from a lender?**

* motherlodeadu.org/guidebook ** motherlodeadu.org/calculator

7. Will your income support a loan?

8. Do you expect to qualify for a loan?

9. Do you prefer a bank, credit union, or mortgage broker?

10. What banks, credit unions and/or mortgage brokers do you want to reach out to? Include your current lender.

11. Which loan(s) best suit your situation?

12. What do you expect to rent my ADU for? This will be a source of loan repayment. Estimate projected rent with the Mother Lode ADU Calculator.*

13. If a family member or friend is going to live there, can they contribute by paying rent?

14. Is your priority to maximize income or to help meet the housing needs of the community?

15. What other financial considerations do you have and/or what ideas do you want to explore?



Design Exercise

Here are some notes and questions to get you started on the design process. Remember, all of these might change when you start discussing costs. Review the goals you identified in previous exercise(s) to ensure they are still appropriate. See the Design section of the Mother Lode ADU website* or your County's ADU Guidebook** for more information.

1. **What type of ADU do you want?** e.g., detached, conversion, etc. See ADU 101 in the Guidebook.
2. **If you belong to a Homeowners Association, do they have design guidelines you'll need to follow?**
3. **Do you want a modern or traditional feel?**
4. **What are some houses that you like and why?**
5. **Are there floor plans you like/don't like? What features stand out?** See our Floorplans Gallery*** for examples.
6. **Are there features in your current or past homes that you loved or felt could be improved that can inspire your ADU?**
7. **How many bedrooms do you want? How many bathrooms do you want, and do you want them larger or smaller?**
8. **Do you want more communal space (living room) or larger bedrooms?**

* motherlodeadu.org/design ** motherlodeadu.org/guidebook *** motherlodeadu.org/floorplans

9. What kind of kitchen do you want (chef's kitchen or something less expensive)?

10. Will there be a washer and dryer in the unit?

11. Do you want features that will help people stay in the home as they age or that account for special needs? e.g., level entry, accessible bathrooms, grab bars, no stairs, etc.

12. Do you want additional green or sustainable features?

13. Are there landscaping plans you would like to incorporate?

14. Do you have preferences about the flow of the house? Such as: entrance should be here, a door to the garden, etc.

15. How should you situate your ADU on your property? Think about natural light, access to utilities, and privacy (for both the primary residence and the neighbors).

16. Do you want to create outdoor space adjacent to the ADU? Are there trees or features to protect?



Ideas Exercise

Write down your initial thoughts here.
When it's time to make decisions about these elements, pull this out.

Flooring

Lighting

Siding

Fixtures



Design Consideration Exercise

Before you start looking for a designer, consider what you want. See the Design section of your County's ADU Guidebook* for more guidance.

Adapted from the American Institute of Architects

- 1. Would you rather work with a licensed architect, who has more training, or a designer, who will likely be less expensive?**
- 2. Do you want to use modular/prefab construction (partially built off-site)?**
- 3. Do you want to use a design/build firm to handle drawings and construction?**
- 4. How client-centered do you want your designer to be? Homeowners may be actively involved or hands-off; designers may welcome interaction or hate it.**
- 5. Do you prefer to work with a larger firm or a smaller firm?** Both have pros and cons. In the end it comes down to your personal preference.
- 6. Do you want your designer to just prepare drawings, or do you want them also to help with permitting, construction drawings, and/or the construction phase?**

* motherlodeadu.org/guidebook



Identifying What You Want in a Lease

Use this space for decisions about your lease terms. See the Move-In section in your County's Guidebook* for more info.

1. What is the rent?
2. When is rent due and how will it be paid?
3. What is the security deposit?**
4. Is your lease fixed-term or month-to-month?
5. At the end of the rental period, does the lease terminate or turn into a month-to-month rental?
6. Does the unit include parking?
7. Do you allow pets? If so, what type? How many? Size restrictions? Will you ask for a pet deposit?
8. Does the rent include utilities such as water, electrical, trash, and/or gas?
9. Do you allow tobacco or cannabis use?
10. Do tenants have access to any shared spaces (yard, storage, etc.) and, if so, what are the terms?
11. Are you limiting the number of tenants?***
12. Is there anything else will you include in your lease?

* motherlodeadu.org/guidebook

** As of September 2019, California law says you may charge up to two months' rent or three months' rent if the unit is furnished.

*** Landlords can generally limit the number of tenants and state law has found the two-plus-one formula (two people per bedroom plus one person) as reasonable but subject to rebuttal based on local factors like size of the bedrooms, configuration of the residence, age of the children, and local laws.

PLANNING TERMS

ASSESSOR'S PARCEL/IDENTIFICATION NUMBER (APN/AIN) Every lot in California is assigned a unique APN/AIN, used to identify your property.

BUILDING CODE Standards ensuring buildings are built safely, established by the State and often amended by cities. Building codes include sections like plumbing, electrical, etc.

DEED RESTRICTIONS Conditions or rules that are added to a deed for a house.

FIRE-RESISTENT/FIRE-RATED WALLS AND FLOORS Walls and floors designed to restrict fire spread, sometimes required for walls and floors shared between main house and ADU.

LOT COVERAGE The area of a property allowed to have buildings on it, often expressed as a percentage of the lot. Zoning code specifies if there is a maximum lot coverage for your lot.

LOT SIZE Total square footage of the property.

MIXED-USE ZONING allows multiple uses on a lot, like commercial and residential together.

OWNER OCCUPANCY A requirement that homeowners live on the property.

SETBACKS The minimum distance a building must be located from property lines. A four foot side setback means buildings must be at least four feet from the side property line.

SINGLE-FAMILY / MULTIFAMILY Single-family zoning means one home on a property. Multifamily zoning means more than one home located on a property (e.g., apartments).

ZONING/ZONING CODE Standards saying what can be built on a site, including rules about building height and others. Each lot is assigned to a zone. Your property may also be in a "special zone" or "overlay zone" that sets

extra rules – like Historic District, Fire Hazard Area, Park Area, etc.

PERMITS

BUILDING PERMIT An official document confirming your project meets local code. This permit allows you to start construction.

PLAN REVIEW/PLAN CHECK Multiple County departments reviewing your plans for code compliance and flagging safety or other issues.

PUBLIC HEARINGS A public meeting where elected officials and the public can comment on a proposed project; uncommon for ADUs.

SOIL INSPECTIONS A report by a county inspector or private professional showing the soil on your property meets safety rules.

WATER/SEPTIC INSPECTION AND/OR CALCULATIONS A report by a county inspector or private professional showing the water and/or septic system on your property meets capacity and safety requirements.

DESIGN & CONSTRUCTION

SEE MORE IN THE DESIGN SECTION

CONCEPTUAL/SCHEMATIC DRAWINGS Initial drawings of your site and proposed structure, including floorplan and other structures and outside features (e.g., trees).

CONSTRUCTION DRAWINGS Drawings with all details needed for construction, in order to get a bid from a contractor or to start building.

DRAFTER Someone who does architectural drawings.

ELEVATION DRAWING A drawing that shows a straight-on view, usually of an exterior wall.

INSPECTIONS A visit from trained professionals to ensure your structure is being built according to your permit application.

REFINED DRAWINGS Refined drawings of your site and proposed structure, including doors, windows, fixtures, and other detailed features.

SURVEY A professional examination/drawing of your property, including boundaries.

FINANCING & FEES

HARD COSTS The direct costs of construction.

SOFT COSTS Non-construction costs: design services, permitting fees, and others.

DEPARTMENTAL FEES including Building Permit, Plan Check, Environmental Health Review, and Public Works Review, among others cover the costs of processing and inspections. These fees can vary and are often a few thousand dollars. You may have varying departmental fees based on where your property is located.

DEED RESTRICTION FILING FEES cover County recording of your deed restriction.

IMPACT FEES help pay for infrastructure and services in your community and are often the largest fees charged for ADUs. They cannot be charged for ADUs under 750 square feet.

FIRE DISTRICT FEES support your local fire district and cover the cost of maintaining fire safety in your area. These fees may be paid directly to the fire District or to the County depending on where your property is located.

SCHOOL DISTRICT FEES support schools through a per square foot development fee. Fees are paid directly to the school district and cannot be charged for ADUs under 500 square feet.

UTILITY FEES vary by the size and location of your ADU. Under state law, existing buildings do not require water fees, while new buildings can only be charged fees in proportion to the size of the ADU.

Directory

Mariposa County

5100 Bullion Street #1, Mariposa, CA 95338

PLANNING DEPARTMENT

mariposacounty.org/80/Planning

209-966-5151

planningdept@mariposacounty.org

Mon-Fri 8am-5pm

BUILDING DEPARTMENT

mariposacounty.org/67/Building

209-966-3934

building@mariposacounty.org

Mon-Fri 7am-4pm

Application forms, handouts, resources

mariposacounty.org/134/Application-Forms

ENVIRONMENTAL HEALTH DIVISION

mariposacounty.org/235/Environmental-Health

209-966-2220 or 888-777-0377

eh@mariposacounty.org

Mon-Fri 8am-5pm

COUNTY PROPERTY SEARCH TOOL

mariposacounty.org/823/Maps-Property-Information

ASSESSOR & RECORDER'S OFFICE

mariposacounty.org/64/Assessor-Recorder

209-966-2332

assessor@mariposacounty.org,

recorder@mariposacounty.org

4982 10th Street, P.O. Box 35

Mariposa, CA 95338

Mon-Fri 8am-5pm

(Recording 8am-3:30pm)

HISTORIC SITES & RECORDS PRESERVATION COMMISSION

mariposacounty.org/454/Historic-Sites-Records-Preservation

WILDFIRE RISK & PREPAREDNESS

Office of the State Fire Marshal's Fire

Severity Zone Map osfm.fire.ca.gov/

fire-hazard-severity-zones-maps-2022

Cal Fire Hazard Severity Zone Tool [calfire-](http://calfire-forestry.maps.arcgis.com/apps/webappviewer/index.html?id=988d431a42b242b29d89597ab693d008)

[forestry.maps.arcgis.com/apps/webapp](http://forestry.maps.arcgis.com/apps/webappviewer/index.html?id=988d431a42b242b29d89597ab693d008)

[viewer/index.html?id=988d431a42b2](http://viewer/index.html?id=988d431a42b242b29d89597ab693d008)

42b29d89597ab693d008

Cal Fire State Responsibility Area Viewer

[bof.fire.ca.gov/projects-and-programs/](http://bof.fire.ca.gov/projects-and-programs/state-responsibility-area-viewer)

state-responsibility-area-viewer

Department of Forestry and Fire Protection

Homeowners Checklist

[readyforwildfire.org/wp-content/uploads/](http://readyforwildfire.org/wp-content/uploads/Homeowners-Checklist.pdf)

Homeowners-Checklist.pdf

Cal Fire Disaster Ready Guide

[cafiresafecouncil.org/resources/fire-safety-](http://cafiresafecouncil.org/resources/fire-safety-information-for-residents)

information-for-residents

Board of Forestry Code

bof.fire.ca.gov/regulations

SCHOOL DISTRICT

Bass Lake School District

basslakeschooldistrict.com

Mariposa County Unified School District

mcusd.org

Fees [mcusd.org/District/Department/21-](http://mcusd.org/District/Department/21-Superintendent/Portal/developer-fees)

Superintendent/Portal/developer-fees

UTILITIES: ELECTRICITY & GAS

Pacific Gas and Electric 800-743-5000

pge.com

UTILITIES: WATER & SANITATION

County Environmental Health Division

Wastewater & Septic: [mariposacounty.](http://mariposacounty.org/378/Septic-SystemsLiquid-Waste)

org/378/Septic-SystemsLiquid-Waste

Well Systems: [mariposacounty.org/382/](http://mariposacounty.org/382/Water-Wells)

Water-Wells

Public Utilities Several areas have public utility systems—check with staff to confirm.

Town of Mariposa is likely Mariposa Public

Utility District (MPUD) mariposapud.org

UTILITIES: TRASH & RECYCLING

Total Waste Systems [mariposacounty.](http://mariposacounty.org/232/Solid-Waste-Recycling)

org/232/Solid-Waste-Recycling

CONTRACTORS & DESIGNERS

Mother Lode ADU Contractor List

Professionals who work on ADUs in our

area. motherlodeadu.org/contractors

Informational resource only. Read the Hire

Your Team part of the Design section and

do research before hiring.

American Inst. of Architects, Sierra Valley

List of local designers. aiasv.org/directory

CA Contractors' State License Board Info on

finding a contractor and verifying a license.

800-321-2752, cslb.ca.gov/consumers

Directory

FINANCE RESOURCES

Mariposa County ADU Calculator Online tool for estimating ADU costs and potential income. motherlodeadu.org/calculator

Cal HFA ADU Grant Program ADU financing for low-income and moderate-income homeowners. calhfa.ca.gov/adu

California Association of Mortgage Brokers Info on finding a loan provider, including banks and mortgage brokers. californiamortgageassociation.org

CA Depts. of Real Estate and Corporations Tools for verifying mortgage broker licenses. www2.dre.ca.gov/PublicASP/pplinfo.asp

RESOURCES FOR NEW LANDLORDS

The Mariposa County Landlord Partnership Program (LPP) provides resources and financial support to landlords who rent to low-income families. landlordpartnership@mariposacounty.org
mariposacounty.org/2532/Landlord-Partnership-Program

California Tenants: A Guide to Residential Tenants' and Landlords' Rights and Responsibilities State of CA primer for both landlords and tenants. courts.ca.gov/documents/California-Tenants-Guide.pdf

OVERALL ADU GUIDANCE

Casita Coalition Resources, case studies, and more resources for small homes in California. casitacoalition.org

URL Directory

INSIDE COVER

ADU website motherlodeadu.org
Planning mariposacounty.org/80/Planning

ADU 101

Can I Build motherlodeadu.org/can-i-build
ADU website motherlodeadu.org

PROCESS-AT-A-GLANCE

ADU website motherlodeadu.org
Can I Build motherlodeadu.org/can-i-build
ADU exercises motherlodeadu.org/guidebook
Calculator motherlodeadu.org/calculator
County Property Search Tool assr.parcelquest.com/Home
County ADU Rules motherlodeadu.org/rules
Plans Gallery motherlodeadu.org/plans
Building permit application mariposacounty.org/DocumentCenter/View/6201/Residential-Application?bidId=
ADU checklist motherlodeadu.org/checklist

GETTING STARTED

Stories motherlodeadu.org/stories
Floorplans motherlodeadu.org/floorplans
Plans Gallery motherlodeadu.org/plans
Calculator motherlodeadu.org/calculator

LEARNING THE RULES

County ADU Rules motherlodeadu.org/rules
Mariposa Property Search tool mariposacounty.org/823/Maps-Property-Information
Can I Build motherlodeadu.org/can-i-build
Historic Sites mariposacounty.org/454/Historic-Sites-Records-Preservation

Fire Severity Zone Map osfm.fire.ca.gov/fire-hazard-severity-zones-maps-2022/
Cal-Fire SRA Viewer bof.fire.ca.gov/projects-and-programs/state-responsibility-area-viewer/
Homeowners checklist readyforwildfire.org/wp-content/uploads/Homeowners-Checklist.pdf
Disaster Ready Guide cafiresafecouncil.org/resources/fire-safety-information-for-residents/
Board of Forestry Code bof.fire.ca.gov/regulations
County ADU Rules motherlodeadu.org/rules
PG&E pge.com/en_US/residential/customer-service/home-services/renovating-and-building/understanding-the-application-process/understanding-the-application-process.page
PG&E Building and Renovation pge.com/en_US/small-medium-business/building-and-property/building-and-maintenance/building-and-renovation.page

BUDGETING

Calculator motherlodeadu.org/calculator
CalHFA website calhfa.ca.gov/adu
Finance Guide casitacoalition.org/guidebooks-for-homeowners
CA Association of Mortgage Brokers californiamortgageassociation.org
CA Depts of Real Estate and Corporations www2.dre.ca.gov/PublicASP/pplinfo.asp
Assessor mariposacounty.org/64/Assessor-Recorder

Directory

DESIGN

ADU website motherlodeadu.org

Plans Gallery motherlodeadu.org/plans

Contractors motherlodeadu.org/contractor

AIA directory aia.org

County ADU Rules motherlodeadu.org/rules

Floorplans motherlodeadu.org/floorplans

PERMITTING

ADU checklist motherlodeadu.org/checklist

Historic Sites mariposacounty.org/454/Historic-Sites-Records-Preservation

County Building mariposacounty.org/134/Application-Forms

Calculator motherlodeadu.org/calculator

CONSTRUCTION

CA Dept. of Consumer Affairs/Contractors License Board cslb.ca.gov/consumers

MOVE-IN/RENTING

California Tenants Guide courts.ca.gov/documents/California-Tenants-Guide.pdf

Landlord Partnership mariposacounty.org/2532/Landlord-Partnership-Program



Photo Sources

PHOTO: HUMBOLDT ADU

ABODU Prefab ADUs, abodu.com

ADAM LONG Photography

ADU MARIN

ADU resources, adumarin.org

BUILDING AN ADU

ADU resources, buildinganadu.com

CARI DESIGNS Architect Cari Jelen, cari-designs.com

HUMBOLDT ADU

ADU resources, humboldtadu.org

MCDUNN ADUS

ADU builder, mcdunnadus.com

NAPA SONOMA ADU ADU resources, napasonomaadu.org

NEW AVENUE HOMES

Design/Build, newavenuehomes.com

PROPEL STUDIO ARCHITECTURE

Architect, propelstudio.com

SAN MATEO COUNTY SECOND UNIT CENTER ADU resources, secondunitcentersmc.org

SKYLINE HOMES

Prefab ADUs, skylinehomes.com

SMALLWORKS DESIGN/BUILD

Design/Build, smallworks.ca

TIMBRE ARCHITECTURE DESIGN

Architect, timbre-architecture.com

UPLAND ADU

ADU resources, uplandadu.org

VALLEY HOME DEVELOPMENT

Design/Build, valleyhomedevlopment.com

VILLA HOMES

Design/Build, villahomes.com

Ready to build your dream ADU?



MOTHER LODE ADU

SEE ALL OUR RESOURCES AT
MOTHERLODEADU.ORG

The Accessory Dwelling Unit (ADU) Process

County staff are here to help you through your ADU building process. Contact the Planning Department with your questions at 209-966-5151, email planningdept@mariposacounty.org, or come by in person at 5100 Bullion St #1, Mariposa (M-F 8am to 5pm). Visit our website for all the resources and tools mentioned below at <https://www.motherlodeadu.org>.

1 GET STARTED

- **Think about what you want** and any goals or concerns you have.
- **Look for inspiration** on our website from floorplans to neighbors who built ADUs.
- **Learn what you can build** by using the [Can I Build an ADU Tool](#).
- **Make an informal sketch of your property** and use our ADU [Exercises](#) to help.
- **Estimate costs** and possible rental income using the Mariposa County [ADU Calculator](#).



2 LEARN THE RULES

- **Learn about your property**, including APN, lot size, service providers, and zoning using the [Mariposa County Property Search Tool](#).
- **Learn the County rules** and what you can build by visiting [our website](#).
- **Talk with County staff** early on to understand any rules, deed restrictions, or septic and water issues that might apply.
- **Adjust your project budget** as needed and create a plan for financing your project.

3 DESIGN YOUR ADU

- **Consider the [ADU Plans Gallery](#)** to start from an existing plan, saving time and money.
- **Hire your team** including a licensed designer and contractor (or design/build team). They will help with the application process too.
- **Create your initial design** and discuss it with Planning Department staff.
- **Finalize your design** and plans for permitting.

4 APPLY FOR PERMITS

- **Prepare your [building permit application](#)** and review our [ADU Checklist](#) to ensure your submission is complete.
- **Submit your application** in person or online to the Building Department and pay permit fees. Reviewed in two weeks.
- **Revise your application** if requested (at least one round is typical) and resubmit. All fees are due before you collect permit.

5 CONSTRUCT YOUR ADU

- **Ensure all funding is established** before beginning construction.
- **Monitor construction** (typically 6-12 months) by checking in with contractors and ensuring inspections move along.
- **Schedule and pass all inspections** (usually done by your contractor) throughout construction by calling the Building Department at 209-966-3934.

6 MOVE-IN!

Once your ADU has passed final inspection, it's ready for move-in!



MOTHER LODGE ADU

Interested in an ADU or JADU?

Here are some important things to keep in mind.



The Difference Between ADUs and JADU

ADUs are a second home on your property with their own kitchen and bathroom that can be at least 800 square feet and up to 1,200 square feet. Types include attached, detached, and conversion.

Junior ADUs (JADUs) are within the footprint of your home (or attached garage) and less than 500 square feet. They can share a bathroom and/or have an efficiency kitchen. Owner must live on site.

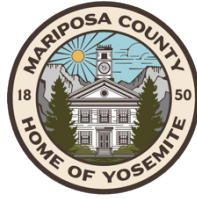
Both need to have their own entryways and must be rented for 30 days or more—no short-term rentals like Airbnb are allowed. RVs, tiny homes on wheels, yurts, and storage structures are NOT considered ADUs.

Special Circumstances and Utilities [SEE DETAILS IN OUR ADU GUIDEBOOK](#)

There may be additional requirements and fees depending on your property. Talk to staff early to find out.

- **Fire Safety:** Most mortgage lenders require fire insurance and there may be additional rules based on your location. Plus, if your main home requires fire sprinklers, so will the ADU. See our guidebook for resources on wildfire preparedness and fire hazard zones.
- **Septic Systems:** Your system may need to be modified. Contact Environmental Health at 209-966-2220 or eh@mariposacounty.org.
- **Snow Load:** The Planning Department will let you know about any requirements for your property, which depend on elevation. ADUs in heavy snow load zones will require high-engineered designs.
- **Town Planning Areas (TPAs):** There may be different rules if building an ADU in a TPA, like Catheys Valley or Mariposa. Talk to staff to find out.
- **Yosemite National Park (YNP):** ADUs within park boundaries will require National Parks Service review and approval. Staff will lead the process.
- **Historic Design Areas:** ADUs in a historic overlay, like Mariposa and Coulterville, require a Design Review. Talk to staff to find out the details.
- **Bring an Existing ADU up to Code:** If you constructed an ADU without getting a building permit, you may want to consider legalizing it. Doing so can reduce liability and risks to occupants, increase property value and provide peace of mind. Talk to staff to learn more. No fine or enforcement will result from talking to us about it.





ADU Requirements and Application Checklist

Are you thinking about building an ADU? The following checklists will help you understand county requirements, what you'll need to consider and what to submit for your building permit application.

We are here to help. If you need help or have questions, please contact us at planningdept@mariposacounty.org. See Section D for additional contact information and resources.

You can also visit [Mother Lode ADU](#) for a free Guidebook and resources. Look at floorplans and photos, visit the [ADU Plans Gallery](#) to view and compare existing plans, or use the [ADU Calculator](#) to estimate costs or rents.

A Property and Project Information

Use this checklist to help you collect information about your property and understand if there are special issues to be aware of early in the process. You may need to follow up with departments or agencies about additional fees or permits.

Owner/Project Contact

Name:

Phone:

Email:

Parcel and Existing Property Details

Project Address:

Zoning District:

APN:

Total Acreage or Lot Size:

Type of Construction:

Height:

Number of Stories:

Existing Dwelling Square Footage:

Elevation:

Town Planning Area: ☐ Yes ☐ No

If Yes, which one?

Additional Parcel Designations:

☐ Agriculture Boundary ☐ Dedicated Easement ☐ Fire Hazard Severity Zone:

☐ Historic District ☐ Septic System ☐ Steep Slopes ☐ Snow Load ☐ Water Well ☐ Williamson Act

Fire Sprinklers in Primary Unit: ☐ Yes ☐ No

Fire Alarm (manual/automatic): ☐ Yes ☐ No

Type of ADU and Specifications

Location on Lot:

Type: ☐ Detached ☐ Attached ☐ Conversion ☐ Above Garage ☐ JADU ☐ Legalizing Existing Unit

Size:

Setbacks:

Height:

Special Site Circumstances to Address	Applicable	Complete
Water and Sewer Requirements for water, well, and sewer will depend on your project and property, some ADUs will require new connections or upgraded systems. Talk to Environmental Health and service providers about your capacity. If your property needs more capacity, check this box.	☐	☐
Septic System Modifications If property is on a septic system, a modification is usually required. If applicable, check this box and contact Environmental Health for more information.	☐	☐
Fire Sprinklers and Alarms If you will be adding fire sprinklers or grid connected alarms (either for fire or police), check this box.	☐	☐
Parking Replacement In certain circumstances, if you remove existing parking from your property you will need to replace it. If applicable, check this box.	☐	☐
Soil Study Geotechnical Engineers create soils reports to allow the proper foundation to be designed for your ADU project. If you are planning on an attached, or detached ADU or adding an extension to your existing house where a new foundation would be created, then you will likely need a Soils Study. Contact your jurisdiction for further details. If applicable, check this box.	☐	☐
Other Site Improvements and Requirements May include driveways, culverts, or fire truck access/turn-arounds. If applies, check this box and list.	☐	☐
Other Agency Fees and Permits	Applicable	Complete
School District Fees If your project is 500 square feet or more,, pay fees directly to your school district.	☐	☐
Other Agency Fees Other agencies, such as PG&E, can levy substantial fees on ADU projects. Review the Mother Lode ADU Guidebook on our website for information about fees other agencies may charge.	☐	☐

B Building Permit Application Checklist

This checklist will help you know what to submit for your building application. Homeowners are encouraged to hire a licensed architect, designer, or builder to draw up plans and prepare the application. For more information on hiring a team, download the [free Mother Lode ADU Guidebook](#).

What to Submit	Complete
Development Residential Permit Application	☐
Building Plans (Three Sets) Plan sets typically include a north arrow, building and setback dimensions, scale of plans, size of project, owner name and contact info, designer name contact info, etc. Discuss specific requirements with Department Staff.	☐
Signed Site Plans (Six Sets) See Section C for site plan requirements.	☐
Soil Inspection Report or Waiver Request	☐
Grading Permit Requirement Determination Worksheet	☐
Grading Plans (Three Sets)	☐
Sprinkler Plans (Two Sets)	☐
Permit Fees	☐
Calculations (if required) ☐ Title 24 State Energy Compliance Documents ☐ Water Supply Calculations ☐ Structural Engineering Calculations	☐
Permits and Fees Paid (if required) ☐ Building Permit and Plan Review Fees ☐ Other Department Fees ☐ Utility Agency Fees ☐ School District Fees ☐ Fire District Fees	☐

C | Site Plan Requirements

If you have any questions about preparing a site plan, contact the Planning Department (contact information in Section D).

What to Include in Site Plans	Complete
Applicant Name	☐
Street address and assessor's parcel number (APN)	☐
North arrow and scale	☐
Property lines and dimensions of the parcel	☐
Approximate area of the property in acres (square feet for parcels less than one acre)	☐
Location of all creeks, springs, intermittent streams, other drainages, and lakes or reservoirs on the property and adjacent properties within 200 feet of any proposed sewage disposal system. If there are no nearby water bodies or drainages this must be stated on the site plan.	☐
Approximate percent of grade; indicate direction of slope for proposed area of septic tank or leach field.	☐
Location, size, and dimensions of existing and proposed structures on the property; identifying labels.	☐
Setback distance of proposed structures from all property lines; the centerline of all state highways, county roads, and road easements; and all existing structures.	☐
Location of all existing and proposed sewage disposal systems on the property and on adjacent properties within 200 feet of any proposed wells. If there are no wells on adjacent properties within 200 feet, state so on the site plan. Site plan must show and label the area for septic tank and leach lines. Label each sewage disposal system as existing or proposed.	☐
Setback distance of proposed septic tanks, leach field areas, and replacement areas from all property lines; from all existing and proposed structures; from centerline of all state highways, county roads, and road easements; from existing and proposed wells on the property and adjacent properties within 200 feet of the system; from all creeks, springs, intermittent streams, other drainages, and lakes or reservoirs within the property and on adjacent properties within 200 feet of the system.	☐
Location of all existing and proposed well sites on the property or adjacent properties within 200 feet of proposed sewage systems. If there are no septic disposal systems on adjacent properties within 200 feet, state so on the site plan. Label each well as existing or proposed.	☐
Setback distance of proposed wells from all property lines and from all existing and proposed sewage disposal systems on the property and on adjacent properties within 200 feet of the well.	☐
Location, width, and type of all easements of record on the property.	☐
Location, width, surface, grade, length of existing and proposed access roads and driveways including turnouts, turnarounds, bridges, crossings. Identify and label as existing or proposed. Show access from residence or proposed building site to nearest state highway, county road, or easement road.	☐
Location, length, width, and surface of all existing and proposed parking spaces.	☐

D | Resources and Contact Information

Planning Department | zoning, setbacks, and land use

209-966-5151, planningdept@mariposacounty.org, <http://www.mariposacounty.org/80/Planning>

Building Department | building code, inspections, and permits

209-966-3934, building@mariposacounty.org, <https://www.mariposacounty.org/67/Building>
Application forms, handouts, and resources: <https://www.mariposacounty.org/134/Application-Forms>

Environmental Health Division | sewer, water, septic, and waste disposal

209-966-2220, eh@mariposacounty.org, <https://www.mariposacounty.org/235/Environmental-Health>

Assessor & Recorder's Office | property tax, tax valuation, new address, and parcel maps.

209-966-2332, assessor@mariposacounty.org | recorder@mariposacounty.org

Historic Sites & Records Preservation Commission | building on a historic property or area

<https://www.mariposacounty.org/454/Historic-Sites-Records-Preservation>

Homeowners Fire Safety Checklist | fire safety building standards

<https://www.readyforwildfire.org/wp-content/uploads/Homeowners-Checklist.pdf>

Property Search Tool | key property information

<https://www.mariposacounty.org/823/Maps-Property-Information>



Mother Lode ADU

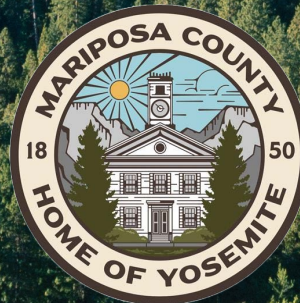
Project Overview with Community Planning Collaborative
September 12, 2023

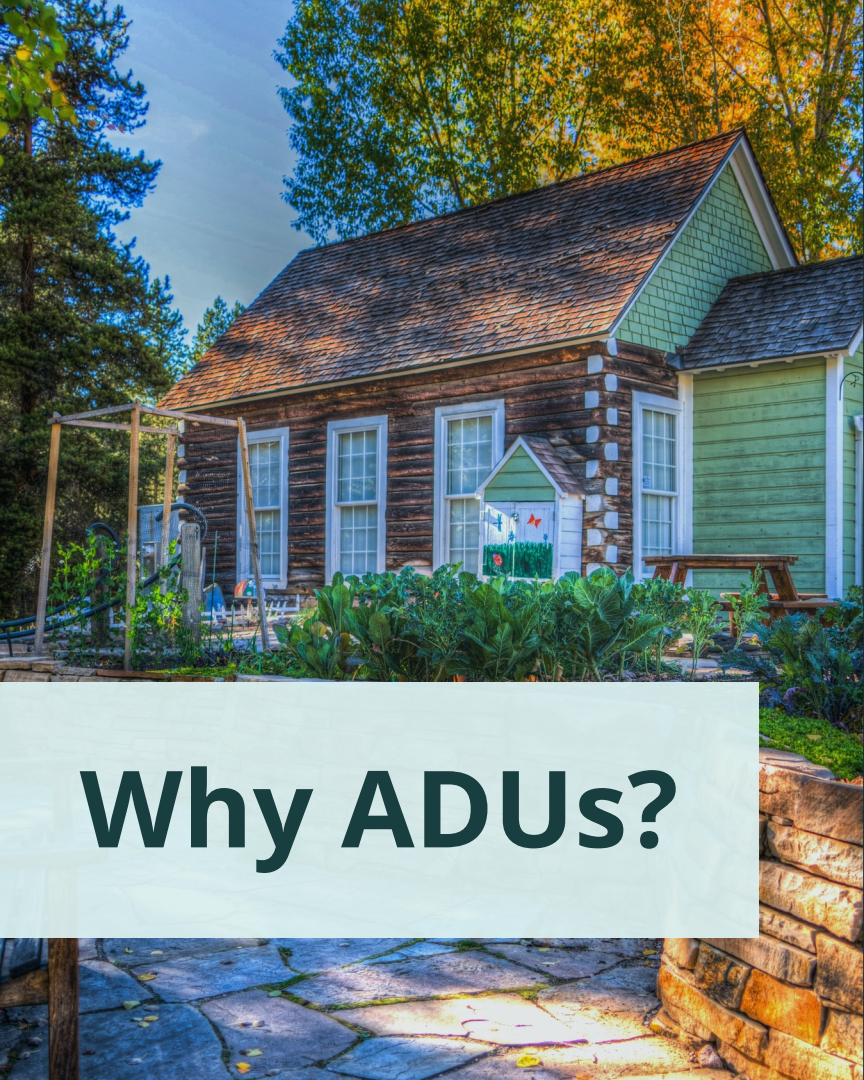


About Mother Lode ADU

A four-County partnership providing free resources to help homeowners build ADUs

Funding provided by California Senate Bill 2





Why ADUs?

- Housing for families
- Aging-in-place
- Multigenerational living
- Housing for local workers
- Extra income
- Improved property values
- Reduced commutes for workers and small-scale living support environment



Benefits

- Saves money and time
- Resources for residents = less staff time answering the same questions, complete apps, happier people
- Resources for staff = aligned info at the counter and across departments
- More ADUs built and RHNA credit
- Consistent regional information
- Customized, easy to update handouts

How we built Mother Lode ADU



**Survey &
Focus Groups**



**Discovery &
Web Audits**



**Interviews with
Staff & Local
Professionals**



Staff Review

NEW Mother Lode ADU Resources

Guidebook (Coming Soon)

MARIPOSA COUNTY

ADU Guidebook

MOTHER LODE ADU





motherlodeadu.org

A COMPLETE GUIDE TO BUILDING AN ACCESSORY DWELLING UNIT

GETTING STARTED

LEARNING THE RULES

BUDGETING

DESIGN

PERMITTING

CONSTRUCTION

MOVE-IN



WELCOME TO MOTHER LODE ADU

Mariposa County

MOTHER LODE ADU

This guide was created as a resource to help residents of Mariposa County through the entire process of building an accessory dwelling unit (ADU)—also known as granny flats, backyard cottages, in-law units, or basement/garage apartments.

Website

MOTHER LODE ADU

ADU 101 | ADU Stories | Resources | About | Plans Gallery | Contact | Q

Get Started > Learn the Rules > Budget > Design > Permit > Build > Rent

AMADOR COUNTY • CALAVERAS COUNTY • MARIPOSA COUNTY • NEVADA COUNTY

Invest in your family and community
by building an ADU



AMADOR • CALAVERAS • NEVADA • MARIPOSA

ADU Guidebook





A COMPLETE GUIDE TO BUILDING AN ACCESSORY DWELLING UNIT
motherlodeadu.org

DOWNLOAD THE GUIDEBOOK

MOTHER LODE ADU is here to guide you on your accessory dwelling unit journey, no matter where you are in the process. Download our free Guidebook to learn more.

QUICKLINKS

[GUIDEBOOK & EXERCISES](#)

[ADU CALCULATOR](#)

[PLANS GALLERY](#)

[COUNTY ADU RULES](#)

[GLOSSARY](#)

[FAQS](#)



Mother Lode ADU will guide you on your journey.

Mother Lode ADU is a new partnership between Amador, Calaveras, Mariposa, and Nevada counties created to help homeowners in our region build an ADU.



Other Website & Print Resources

- Handouts and Exercises
- Cost Calculator
- Can I Build Tool
- Plans Gallery (coming soon)
- Floorplans & Prefab Examples
- Spotlights (stories, videos, VR360s)
- Contractor List

Mother Lode ADU Handouts

Process Handouts

Dev Checklists

Homeowner Exercises

The Accessory Dwelling Unit (ADU) Process

County Staff are here to help you through the ADU process. Contact the Building Department with your questions at 209-754-6390, email building@calaveras.ca.us or come by in person to 891 Mountain Ranch Road, San Andreas M-F 8am to 4pm or Wed 8am to 1pm with your questions. Visit our website for all the resources and tools mentioned below at <https://www.motherlodeadu.org>.

1 GET STARTED

- Think about what you want and any goals or concerns you have.
- Look for inspiration on our website from floorplans to neighbors who built ADUs.
- Learn what you can build by using the [CIP \(Build an ADU Tool\)](#).
- Make an informal sketch of your property and use our ADU [Exercise](#) to help.
- Estimate costs and possible rental income using the Calaveras County [ADU Calculator](#).



2 LEARN THE RULES

- Learn about your property, including APN, lot size, school district, and zoning by using the [Calaveras County CIP Portal](#).
- Learn the County rules and what you can build by visiting our website.
- Meet with County staff early on to understand any rules, deed restrictions, or septic and water issues that might apply.
- Adjust your project budget as needed and create a plan for financing your project.



3 DESIGN YOUR ADU

- Consider using the [ADU Plans Gallery](#) to start from an existing plan, saving time and money.
- Hire your team including a licensed designer and contractor (or design/build team). They will help with the application process too.
- Create your initial design and discuss it with Building Department staff.
- Finalize your design and plans for permitting.



4 APPLY FOR PERMITS

- Prepare your application and review the [New Residential Checklist and JDU Checklist](#) to ensure your submission is complete.
- Submit your application and pay half the total Plan Check fees. Reviewed in 30 business days.
- Review application if requested (at least one round is typical) and resubmit. All fees due before you collect permit.



5 CONSTRUCT YOUR ADU

- Ensure all funding is established before beginning construction.
- Monitor construction (typically 6-12 months) by checking in with contractors and ensuring inspections are moving along.
- Schedule and pass all inspections (usually by contractor) during construction at the [Online Permit Services](#) website.



6 MOVE-IN!

Once your ADU has passed final inspection, it's ready for move-in!



MOTHER LODE ADU



ADU Requirements and Application Checklist

Are you thinking about building an ADU? The following checklists will help you understand County requirements, what you'll need to consider and what to submit for your building permit application.

We are here to help. If you need help or have questions, please contact us at building@amadorgov.org. See Section C for additional contact information and resources.

You can also visit [Mother Lode ADU](#) for more resources. Look at floorplans and photos, visit the [ADU Plans Gallery](#) to view and compare existing plans, or use the [ADU Calculator](#) to estimate costs or rents.

A Property and Project Information

Use this checklist to help you understand if an ADU is allowed on your property, if there are special issues to be aware of early in the process, and which local agencies you may need to follow up with about additional fees or permits.

Owner/Project Contact	
Name:	
Phone:	Email:
Existing Parcel and Property Details (Primary Residence)	
Project Address:	
Zoning District and General Plan:	APN:
Lot Size:	Type of Construction:
Height:	Number of Stories:
Square Footage:	Number of Bedrooms:
Additional Parcel Designations:	
☐ Flood plain ☐ Graded ☐ Williamson Act ☐ Fire Hazard Severity Zone	
☐ County or Private Road/Easement	
Fire Sprinklers in Primary Unit: ☐ Yes ☐ No	Fire Alarm (manual/automatic): ☐ Yes ☐ No
Type of ADU and Specifications	
Location on Lot:	
Type: ☐ Detached ☐ Attached ☐ Conversion ☐ JADU ☐ As-Built ☐ LDRD	
Size:	Setbacks: Height:

Staff Meeting Worksheet

One of the best things you can do is to talk to County staff early in the process. See the Contact page of the Mother Lode ADU website* or the Directory pages of your County's ADU Guidebook** for contact information. Many of these questions are addressed in the Guidebook, but you can take this opportunity to clarify anything unique to your property.

- Do you have official record of my existing floor area? What areas should I count when determining existing size?
- What are the setbacks, height, and site coverage or floor area limits for my property? Are there other development standards for my property that I should know about?
- Does my property fall in any special zones that may impact what I can build? (Historic Districts, Fire Hazard Zone, Special Town Planning Zone, Park Area, etc.)
- Will I need to add parking? Does my home meet parking requirements?
- Do you require approval from my Homeowners Association?
- Are there fire safety or sprinkler regulations I should know?
- What potential problems do you see with my property or project plans and how can I address these?
- When should I start talking to utility companies about requirements?

* motherlodeadu.org/contact ** motherlodeadu.org/guidebook

CONTINUED
Mother Lode ADU Exercises 8

Mother Lode ADU Handouts

FAQ

ADU Frequently Asked Questions (FAQs)

Visit Mother Lode ADU online at motherlodeadu.org and see the ADU Guidebook for your County at motherlodeadu.org/guidebook for a step-by-step guide to building your ADU, plus tools and exercises to help you through the ADU process.



WHAT IS THE DIFFERENCE BETWEEN AN ADU AND A JADU?

ACCESSORY DWELLING UNITS (ADUS) a self-contained home that is smaller than the main house and legally part of the same property. They must have a kitchen, bathroom, and place to sleep, and typically range from 150-square-foot studios to 1,200-square-foot homes with multiple bedrooms.

JUNIOR ACCESSORY DWELLING UNITS (JADUS) smaller ADUs less than 500 square feet of converted space in a single-family home. They must include an efficiency kitchen (sink, stove, fridge, and counter) and its own entrance. Some JADUs have their own bathroom, while others share with the main house. State law now allows homeowners to have both a JADU and a regular ADU on their property. Construction costs for JADUs are typically much lower.

WHAT'S THE DIFFERENCE BETWEEN AN ATTACHED AND A DETACHED ADU?

ATTACHED ADUS: new or converted interior space sharing at least one wall with the main house.

DETACHED ADUS: freestanding structure that is new or converted from an existing building like a garage.

WHAT'S THE DIFFERENCE BETWEEN A SITE-BUILT AND A MANUFACTURED ADU?

A TRADITIONALLY CONSTRUCTED SITE-BUILT ADU is designed and built specifically to your preferences and property. This option allows for a lot of customization and smaller changes to be made throughout the construction process.

A MANUFACTURED OR PREFAB ADU is built partially or mostly in a factory, then shipped to your site to be put together on a foundation. They often save time because the site can be prepared while the home is being constructed, but they also typically offer less customization and cost the same as traditionally constructed ADUs, although some companies do offer lower-cost options.

Getting Started

AM I ALLOWED TO BUILD AN ADU AND IF SO, HOW MANY?

In almost all cases, the answer is yes! Homeowners can build both an ADU and JADU on their property, and multifamily property owners can include two or more ADUs. In general, ADUs can range from 150 to up to 1,200 square feet, depending on the total number of bedrooms.

WHAT ZONING DESIGNATIONS ALLOW ADUS AND JADUS?

ADUs and JADUs are allowed in any zone that allows single family or multifamily dwelling residential use and includes proposed or existing homes.

CAN I CONVERT AN EXISTING GARAGE OR OTHER STRUCTURE ON MY PROPERTY INTO AN ADU?

State law allows homeowners the right to convert many types of existing space into ADUs including garages, other accessory buildings (like art studios), or even part of the main house, like attics and basements. To qualify, the following criteria must be met:

- The house must be located in a residential zone.
- The structure must have been built legally initially.
- The ADU must have a door that provides direct access to the outside. (This door can be added during construction if it is not there in the existing structure.)
- The existing structure must be far enough away from the property line to not be a fire hazard.

Glossary

ADU Glossary

Visit Mother Lode ADU online at motherlodeadu.org and see your County's ADU Guidebook at motherlodeadu.org/guidebook for a step-by-step guide to building your ADU, plus tools and exercises to help you through the ADU process.



Important ADU Vocabulary

ACCESSORY DWELLING UNITS (ADUS) come in many shapes and sizes but are always a self-contained home that is usually smaller than the main home and legally part of the same property. They must have a kitchen, bathroom, and place to sleep, and can range from 150 square feet studios to 1,200 square feet homes with multiple bedrooms.

JUNIOR ADUS (JADUS) are a smaller type of ADU up to 500 square feet within a home that have their own entryway. Unlike ADUs, they have the option to share a bathroom with the main home (if it's accessible from the JADU) and include just an efficiency kitchen (sink, smaller appliances, and counter). Another big difference is the owner must live in either the main home or the JADU, even if the property has an ADU too. Construction costs for JADUs are typically much lower.

Construction Types

SITE-BUILT/TRADITIONAL means an ADU is custom designed and built on your property.

PREFABRICATED/MODULAR/PANELIZED means an ADU is built off site and delivered to your property and assembled on a foundation.

ADU Types



DETACHED New freestanding structure separate from the main home, like a backyard cottage



ATTACHED New structure (may include some converted space) sharing at least one wall with the main home



CONVERSION Converted existing space in the main home or on the property (bedroom, basement, detached garage or workshop)



JADU A type of conversion up to 500 square feet within the main home (existing or proposed)



MULTI-FAMILY Any of the above (except JADU) that is part of a multi-family building (existing or proposed)



NOT AN ADU RVs, tiny homes on wheels, yurts, storage structures, and residences built as guest quarters or short-term rentals are usually not considered ADUS

Mother Lode ADU Handouts

Tri-Fold

Pro Tips from Local Professionals

Realtors and staff across the region talk to folks every day who are considering building a new or permitting an existing ADU. Here are some things they have learned:

ADU TIPS FROM A REALTOR

- 1 Having an ADU is always a benefit.
- 2 Laws and Incentives support ADUs.
- 3 Existing structures like garages and barns can be turned into ADUs.
- 4 Local staff are here to help.
- 5 Prefab is a great option.

See the details at motherlodeadu.org/realtor-tips



MOTHER LODGE ADU



SCAN ME!

Mother Lode ADU Online

Step-by-step guidance • Tools and resources
Stories about local ADUs • Floorplans Inspiration
Showcased prefab ADUs • and MUCH MORE!

motherlodeadu.org



Questions? Need help with an ADU?

Staff are here to help you. Contact them with your questions, wherever you are in the process. Use the information below or visit motherlodeadu.org/contact for more contact information.

AMADOR COUNTY
209-223-6422
building@amadorgov.org
810 Court Street, Jackson

CALAVERAS COUNTY
209-754-6390
buildingweb@co.calaveras.ca.us
891 Mountain Ranch Road, San Andreas

MARIPOSA COUNTY
209-966-5151
planningdept@mariposacounty.org
5100 Bullion Street #1, Mariposa

NEVADA COUNTY
530-265-1222 ext. 2
planning@nevadacounty.gov
950 Maidu Avenue, Suite 170, Nevada City

See the details at motherlodeadu.org/code-tips

Invest in your family and community by building an ACCESSORY DWELLING UNIT (ADU)



motherlodeadu.org



From space for your loved ones to rental income for your retirement, an ADU will grow with you and your family over time.

Mother Lode ADU, a new partnership between the Counties of Amador, Calaveras, Mariposa, and Nevada, offers resources to help you build an ADU.

Why Build an ADU?

HOUSING FRIENDS & FAMILY

RENTAL INCOME

A HOME AS YOU AGE

PROPERTY VALUE

SAFETY

LOCAL SUPPORT

What is an ADU?

Also known as "backyard cottages" or "granny flats," ADUs come in many shapes and sizes but are always:

- A self-contained home
- Legally part of the same property
- A unit with a kitchen and bathroom

They can range from small studios to more than 1,000 square feet with multiple bedrooms.

ADU Types



DETACHED New freestanding structure separate from the main home, like a backyard cottage



ATTACHED New structure (may include some converted space) sharing at least one wall with the main home



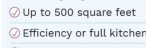
CONVERSION Converted existing space in the main home or on the property (bedroom, basement, detached garage)

SHORT-TERM RENTALS ADUs and JADUs must be rented for 30 days or more – no short-term rentals like Airbnb are allowed (with some exceptions).



WHAT'S A JADU?

A Junior ADU (JADU) is a smaller conversion ADU within the main house or attached garage.

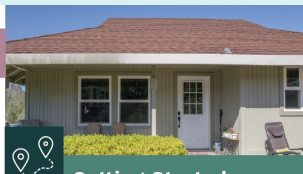


- Up to 500 square feet
- Efficiency or full kitchen
- Can share bathroom with main house
- Owner must live on the property



WHAT'S NOT AN ADU? RVs, tiny homes on wheels, yurts, and storage structures are usually not considered ADUs.

MULTI-FAMILY ADUs can also be added to properties with duplexes, triplexes, and apartment buildings.



Getting Started

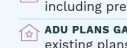
Building an ADU can be overwhelming. Our resources are here to help.



ADU GUIDEBOOK

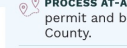
Download our step-by-step guide for your County.

motherlodeadu.org/guidebook



FLOORPLANS

Look at example floorplans including prefab ADUs.



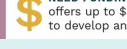
ADU PLANS GALLERY

View and compare existing plans to jump start your design.



ADU CALCULATOR

Get a rough estimate of costs, fees and rents.



PROCESS AT-A-GLANCE

Learn about the permit and build process for your County.

CAN I BUILD TOOL

See what you can build on your property.

COUNTY ADU RULES

Find out the ADU rules for your County before you begin.

ADU DEVELOPMENT CHECKLIST

Use to prepare for your application.

NEED FUNDING?

The Cal HFA ADU Program offers up to \$40k for qualified homeowners to develop an ADU. Visit calhfa.ca.gov/adu.



An Investment in Your Future

It's important to create a project budget early on. Use the ADU Calculator to estimate project costs and possible rental income.

motherlodeadu.org/calculator



Regardless of your project budget, an ADU is a great investment for your property and family. The extra space gives homeowners lots of flexibility over the years, and rental income and increased property value puts cash back in your pocket.



Mother Lode ADU Plans Gallery

Jump start your design by visiting our Plans Gallery to view and compare dozens of ready-made designs and connect directly with the designer.



All plans need some customization for local rules and your property, but can still save you time & money.

motherlodeadu.org/plans



Other Resources

- Event Materials (one-pager, activity & summary boards, banner)
- Survey & Focus Group Summaries
- Affordable ADU Incentives and Strategies Memo for the Region



Questions?

motherlodeadu.org