Mariposa County

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

BOARD OF SUPERVISORS
ACTION SUMMARY MINUTES
SEPTEMBER 19, 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Chair Menetrey noted that CA. 4 has been withdrawn and noted four of the consent agenda items require a 4/5ths vote. He announced that CA. 30 and CA. 31 have been pulled, noting that CA. 30 needs further discussion and CA. 31 requires an amendment.

Chair Menetrey also noted for the listening public that Regular Agenda items H.2, H.5, H.6, H.8, and H.9 have been withdrawn from today's agenda.

Public Comment was received by Trace DeSandres/Resident, who commented on CA.1, noting he was born and raised in Mariposa. He expressed his largest concern is the potential increase of the homeless population

to the Saint Andrews facility. He noted when he thinks of the homeless, he thinks of individuals who have lost their homes to fire, injury, or loss of job. He noted that isn't what he has witnessed in recent years as he has had many confrontations with drug and alcohol abusers. He noted they come and ask for money or hang out in the bushes of his property. He noted he has witnessed and heard arguments and fights during all hours of the night and has had to call the Sheriff's Department six times. He noted he loves their neighborhood, but it has changed. He asked why his neighborhood. Why in a residential area?

Mike Brusa/Bear Valley noted there are 30 or so agenda items, he noted if he was working on the meeting or creating the agenda, that would concern him. He noted on CA.1, emergency governance is always a problem for him as he noted the resolution has provisions and prescribing standards of health. He noted strict compliance would hinder and delay the effects of the crisis. He noted he has never heard the Board have a discussion on this topic and further noted that the layer upon layer of government on homelessness has made the issue worse. He also noted if Sacramento is driving the situation, then the County is going to have to say no.

Bernie Quinn/Resident asked why CA.30 was pulled. Chair Menetrey noted for further discussion.

Gabe Edwards/Resident, noted he lives on Terrace View Lane, where in the last few years, they have had two officer-involved shootings, which he believes are suicides by cops since the individuals in the encampment have mental health and substance abuse issues. He noted he knows several individuals who have opened their homes to strangers during hard times like the Oak Fire, abuse, etc. He noted that the transitional or reparative homeless all deserve respect, kindness, and care, as well as receive the benefits of this community. He noted the encampment on Lemee Lane, noting that it has devolved into a place for the chronically homeless. He noted it is irresponsible of the County to continue with the existence of the encampment as we do not have inpatient diversion programs. He noted these individuals continuously trespassed onto Terrace View Lane and Italian Acres. He noted the county should support the development of low-income housing.

Hal Nolen/Connections noted the two individuals who spoke were spot on. He noted Connections does not have enough space for individuals. He noted people are struggling daily to make ends meet, but noting the housing situation within the County and State has been a struggle. He noted they didn't expect to see change quickly, but they and HHSA are working with homeless individuals with the services currently available. He noted it is hard to get the word out and also noted his staff, as well as HHSA staff, go to the encampment weekly for outreach to the individuals in the encampment. He noted Connections is the face of the homeless shelter in Mariposa, and they work hard to get individuals on the right path through assistance.

Chair Menetrey commented on CA.26, noting the Friday Night Live Youth have been in front of the Board several times, and he continues to applaud their efforts.

Supervisor Forsythe commented on CA.1, noting it is not surprising that 50% of the homeless population in the United States is in California. He appreciates HHSA and Connections' efforts but notes he to wonders why it is in a residential area. What is the long-term solution? He noted if it's going to be a shelter for the next 2 or 3 years, it isn't fair for District 4 to take the brunt.

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

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

CA4. **Administration**

Rescind Resolution 2023-259; and Adopt a New Confidential Employee Resolution with an Updated List of Confidential Classifications Effective August 15, 2023

RESULT: WITHDRAWN

CA5. **Administration**

Approve the First Amendment with BAE Urban Economics to Allow More Time to Complete the Mariposa County Short-Term Rental Study; and Authorize the Board of Supervisor Chair to Sign the Amendment

CA6. **Assessor/Recorder**

Approve an Agreement with Avenu Enterprise Solutions, LLC in the Amount of $21,345 for Technology Products and Services for Document Recording Equipment Maintenance; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA7. **Auditor**

Adopt a Resolution of the Tax Rate for the Yosemite High School Bond in the Bass Lake Elementary/Yosemite High School Tax Rate Areas of Mariposa County

CA8. **Auditor**

Adopt a Resolution for the Property Tax rate and Voter-Approved Debt Service Rates for the County of Mariposa 2023-2024 Fiscal Year Secured Tax Roll

CA9. **Auditor**

Adopt a Resolution of the Tax Rate for the Bass Lake Joint Elementary School District Bond in the Bass Lake Elementary/Yosemite High School Tax Rate Areas of Mariposa County

CA10. **Clerk of the Board**

Approve the July 18th, August 1st, 3rd, 8th, and 15th, 2023, Minutes of the Board of Supervisors

CA11. **Clerk of the Board**

CAO (Purchasing Agent) Signed Agreements

CA12. **Clerk of the Board**

Department Head Signed Agreements

CA13. **County Counsel**

Accept Resignations and Recognize Vince Kehoe, Patience Good, and Ben Goger for their Service on the Mariposa County Safety Committee; Re-Appoint Ryan Oliphant and Wes Smith as Management Representatives and Erick Hanneman, Yvonne Anthony, and Matthew Rouse as Rank & File Representatives; and Appoint Matt Johnson as a Management Representative and Weston Carroll, Mike Wise, and Lynn Mattos as Rank & File Representatives to the Mariposa County Safety Committee for a Two Year Term Ending September 28, 2025

CA14. **County Counsel**

Approve a Legal Services Agreement with Wanger Jones Helsley PC to Provide Legal Services to the County of Mariposa and its Officials and Employees; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA15. **Fire**

Request Board of Supervisors to Accept OTS Grant for $135,000.00 to Upgrade Aging Extrication Equipment; and Authorize Department Head and Designated Names/Positions Identified Within the Agreement to Sign

CA16. **Health and Human Services Agency**

Approve an Agreement with Mariposa County Office of Education in the Amount of $573,000 for School Based Mental Health Services; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA17. **Health and Human Services Agency**

Ratify Memorandum of Understanding (MOU) Between Mariposa Heritage House, Mariposa County Superior Court, and Mariposa County of Health and Human Services Agency for Expansion of Substance Use Disorder Treatment Capacity

CA18. **Health and Human Services Agency**

Approve a Fourth Amendment to Agreement with Central Star Behavioral Health, Inc to Extend the Term of the Agreement through December 31, 2023; and Authorize the Board of Supervisors Chair to Sign the Amendment

CA19. **Health and Human Services Agency**

Approve a General Agreement with Yosemite National Park Services for Mental Health Services; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA20. **Health and Human Services Agency**

Approve an Agreement with Davis Guest Home in the Amount of $450,000 for Personalized Residential Care; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA21. **Health and Human Services Agency**

Approve First Amendment to Agreement with University of California (UC) Davis for Consultative Services Involving the Health and Human Services Agency (HHSA) Staff; and Authorize the Board of Supervisors Chair to Sign the Amendment

CA22. **Health and Human Services Agency**

Approve Second Amendment to Agreement with Infant/Child Enrichment Services increasing the Amount by $25,000 to A New Amount Not to Exceed $130,000; and Authorize the Board of Supervisors Chair to Sign the Amendment

CA23. **Health and Human Services Agency**

Accept Grant Award from the Department of Health Care Services (DHCS) in the Amount of $782,164; Authorize the Board of Supervisors Chair to Sign the Grant Agreement; and Approve Budget Action Increasing Revenue and Appropriations in the New Fund 3456-402 Budget to Implement the Grant Agreement with DHCS ($782,164) (4/5ths Vote Required)

CA24. **Health and Human Services Agency**

Approve Mariposa County's Acceptance of the California Department of Public Health (CDPH) Enhanced Prevention and Control Award in the Amount of $5,000 for Treatment of Tuberculosis; and Authorize the Board of Supervisors Chair to Sign the Acceptance and the Grant Agreement

CA25. **Health and Human Services Agency**

Approve Third Amendment to Agreement with Davis Guest Home Increasing the Amount by $30,000 to a New Amount Not to Exceed $160,000; and Authorize the Board of Supervisors Chair to Sign the Amendment

CA26. **Health and Human Services Agency**

Approve an Amendment to Extend the Term of the Agreement with Tulare County Superintendent of Schools by One Year, Effective July 1, 2022, Through June 30, 2024, and Increasing the Compensation for a New Amount Not to Exceed $38,000 to Carry out Youth Substance Abuse Prevention Activities (i.e., Friday Night Live, Club Live); and Authorize the Board of Supervisors Chair to Sign the Amendment

CA27. **Health and Human Services Agency**

Approve an Agreement with University of California (UC) Davis Extension for Training Services in the Amount of $67,192.50 for Training Services; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA28. **Planning**

Adopt the Housing Programs Advisory Committee Amended Bylaws

CA29. **Planning**

Adopt a Resolution Accepting the Environmental Enhancement and Mitigation Grant Funds; Approve an Agreement with Sierra Foothill Conservancy in the Amount of $390,300 for the Mariposa Creek Parkway Native Plant Restoration Project; Authorize the Board of Supervisors Chair to Sign the Agreement; and Approve Budget Action Increasing Revenue and Appropriations in the Planning Department Budget to Recognize the Grant Funding ($429,330) (4/5ths Vote Required)

CA32. **Sheriff's Office**

Accept Grant Award from the Department of Health Care Services (DHCS) in the Amount of $2,000,000; Authorize the Board of Supervisors Chair to Sign the Grant Agreement; and Approve Budget Action Increasing Revenue and Appropriations in the new fund 3442-220 Budget to Implement the Grant Agreement with DHCS ($2,000,000) (4/5ths Vote Required)

CA33. **Sheriff's Office**

Approve an Agreement with Tyler Technologies in the Amount of $638,081 for Jail Management Software; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA34. **Public Works**

Authorize the Public Works Director to waive Encroachment Fee of $188 for the Hornitos Flea Market

E. Items removed from Consent Agenda

CA30. **Public Works**

Approve a Twenty-year Agreement with the Hornitos Patrons Club in the Amount of $50.00 per month for the use of the Hornitos Stagg Hall, Specifically Dorothey's Kitchen Room and Storage Area; and Authorize the Board of Supervisors Chair to Sign the Agreement

Supervisor Toso asked this to be pulled and called up Shannon Hansen/Public Works and Transportation Director noted the monthly fee was calculated by the average PG&E cost with the square footage, she also noted 20 years was the consensus of the group meeting that was had between county staff, two board members, and the patrons club. Supervisor Toso emphasized that she would like to see the entire facility be available to others if rented and asked that the agreement be withdrawn until those changes are made. Supervisor Forsythe noted that when this item originally came before the Board, the District 3 supervisors recused themselves and asked why that isn't happening now. He noted this was discussed some time ago by the Board in which direction was given for the County Administrative Office, Himself, the District Three Supervisor, the Director of Public Works, and members of the Patrons Club attending. He noted this was the agreement, as the Patron Club has cared for and made improvements to the building as far back as the 1940s. Supervisor Poe asked if he was a resident and called to rent the hall, could he rent the hall in its entirety. Ms. Hansen noted the hall is a 1200 sq foot hall with a 300 sq ft room, which is locked by the patron's club with their equipment.

Supervisor Smallcombe noted the amount would be the same if you were to pay for a storage container. She also noted that 20 years is a long time and asked if CPI was a factor. Ms. Hansen noted, that yes, CPI is rolled

into the contract.

Supervisor Forsythe asked on average how many times the hall is used in a year, and Ms. Hansen noted between 10 and 15 times. He also asked how many fundraisers are held in the hall; she indicated two.

Public comment was received by Jonathan Noel who noted if they have purchased the freezer, ovens, etc. then shouldn't the County reimburse them for that?

Shaun Quinn/Patrons Club noted they have had an understanding with the County for years. She noted it is a community hall and the patrons club has made it useable to the community. She noted the reason they don't allow another fundraiser to use their purchased equipment is due to drawing from the same community. She noted their fundraised monies are invested back into the community. She noted that in 1948 the patrons club started.

Dolores Ortiz/Patrons Club noted they raise quite a bit of money every year and what they do with it is give it away. She noted they fund restoration projects on the building, Manna House, and the Field of Service, as well as giving scholarships, they also paid for the building to have water coolers for air conditioning. She noted anything they do is done with County permission. She noted Supervisor Toso told her that she was tired of "shlepping ice chests" for the Farm Bureau Fundraiser. She noted the Patrons Club has a history back to the 1860's or 1870's and noted they have continuously helped the community as well as the community youth.

Mike Brusa noted he has been coming to these meetings for over a year. He noted he was present when the original discussion was held. He noted he found it odd that with so many other issues going on, this conversation seemed to occupy a lot of the Board's time.

Supervisor Menetrey asked County Counsel if this agreement is in place, if is there anything that states the patrons club cannot sublet the premises that they occupy. Steve Dahlem/County Counsel noted no.

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

CA31. **Sheriff's Office**

Accept Grant Award from the Department of Health Care Services (DHCS) in the Amount of $500,000; Approve the Grant Agreement; and Approve Budget Action Increasing Revenue and Appropriations in the new fund 3446-220 Budget to Implement the Grant Agreement with DHCS ($500,000) (4/5ths Vote Required)

Danielle Bondshu/Clerk of the Board, noted this item required an amendment for signature authority. No public comment.

AMENDED: Add "and Authorize the Board of Supervisors Chair to sign the Agreement."

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

F. Departmental Presentation

Shannon Hansen updated the Board on a few projects. She noted the downtown sewer project is moving quite well and Public Works staff and the contractor have been communicating daily with the school district. Ms. Hansen noted they are on track to be final by the end of October. She announced the next project will be Hotzel Road. She also noted there will be upcoming bids for projects on Triangle Road between Triangle and Silva. She announced that Pacific Gas and Electric (PG&E) will be here on October 17th, 2023, to present to the Board on the underground projects they have.

Kim Ballard/Deputy Director of Public Health noted there is an upcoming flu shot clinic and gave the Clerk of the Board a flyer with the information.

1. **Clerk of the Board**

Handouts Received During Departmental Presentations on September 19th, 2023.

G. Public Comment on Non-Agenda Items

Jeanne-Ann Pine/Master Gardener, noted that on September 30th, 2023, in Midpines, there will be a"propagate like a pro" class. She noted if individuals are interested, call 209-966-2417 to register. She also announced that UC Master Food Preservers will host a workshop on preserving tomatoes on September 23, 2023. In response to a question from Supervisor Poe, she noted there are no members in that area for classes.

Mike Brusa/Bear Valley noted the law is a poor substitute for virtue. He said that people think the law is important, but legislation is not law. He noted Chair Menetrey likes to say "We are the greatest country in the world". Mr. Brusa noted he believes we are the greatest country due to the Constitution and Bill of Rights.

Jonathan Noel/Resident commented on the road conditions, noting PG&E will drag their butts on fixing the roads when it gets wet, and noted there are ditches that are already sunk; He noted the county needs to be "on their butts" to push them to fix the roads as soon as possible. He noted that while driving over, one of the plates cracked the rim on his trailer tire.

1. **Clerk of the Board**

Handouts Received During Public Comment on Non-Agenda Items on September 19th, 2023

H. Regular Agenda Items

1. **Library**

Receive a Presentation by Mariposa County Library, Providing an Update on Summer Reading Program

Matt Johnson/Mariposa Library highlighted Maureen McCormick and Abby Miller, who will be giving a presentation on the summer reading. He noted they were thrilled with the way it turned out.

Ms. Miller and Ms. McCormick gave a PowerPoint Presentation. Mr. Johnson provided the Board with a wooden pencil, a blank notebook, and a sticker which were given to the children in the summer reading program.

Supervisor Smallcombe noted she has constituents tell her often how pleased they are with the direction the library has been going.

Public comment was received by Jeanne-Ann Pine/Resident who noted how our library is such a treasure. She mentioned that the Master Gardeners take on a booth at the fair; she noted they were worried about the little entries they had, so Ms. Miller did a fairyland workshop and those projects were placed in the empty spaces. She then noted that moving forward, it would be its own category.

RESULT: PRESENTATION HELD

Chair Menetrey noted they would be moving into the Local Transportation Commission before continuing the regular agenda.

2. **Administration**

Discussion and Direction Regarding a Business Assistance (BA) Loan Application for Solid Gold Resource Center in the Amount of $50,000

RESULT: WITHDRAWN

5. **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

6. **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

8. **Administration**

Approve the Amendment to Sheriff's Security Officer Job Description

RESULT: WITHDRAWN

9. **Administration**

Approve the Amendments to Building Inspector Job Description

RESULT: WITHDRAWN

Recess Board of Supervisors

10:52 AM Chair Menetrey recessed the Board of Supervisors meeting and the Clerk of the Board read the government code 54952.3 announcement.

I. LOCAL TRANSPORTATION COMMISSION

10:53 AM Chair Forsythe called the Local Transportation Commission (LTC) meeting to order.

Public Comment Period

None.

LTC Regular Agenda

1. **Public Works**

PUBLIC HEARING: To Adopt the 2024 Regional Transportation Plan (RTP) and Negative Declaration

Jeannie Morvay-Clayton/Transportation Planning gave the staff report.

Public comment was received by Mike Brusa, who noted his concerns about the climate change references stating the plan was probably a boilerplate and was, for the most part, nonsense. He then discussed how he is waiting for people to challenge some of the regulations being put into place.

Commissioner Poe asked if 25 years was the standard, which Ms. Morvay-Clayton noted it was.

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

Adjourn LTC

11:03 AM Chair Forsythe adjourned the LTC meeting.

Reconvene as Board of Supervisors

11:03 AM Chair Menetrey reconvened the Board of Supervisors meeting and then recessed for a short break, reconvening at 11:10 AM

J. Regular Agenda - Continued

Chair Menetrey noted they were beginning with Regular Agenda item 3. When Planning was not in the room, Regular agenda item 4 was taken up first.

4. **Administration**

Approve Allocation of Two Senior Planner Positions and Eliminate One Deputy Director Allocation and One Planner II Allocation

Dallin Kimble/County Administrative Officer, gave the staff report. Chair Menetrey asked if these were new positions/job descriptions, to which Director Enger noted. No, they are taking a job description that already exists and using salary savings from placing the Deputy Director position on hold to fund these positions.

No public comment. Board discussion ensued.

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District IV Supervisor Wayne Forsythe
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

3. **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

Item was originally taken up upon reconvening at 2:10 PM. The Planning Director was absent at the time the item was announced; this item was taken up next.

Steve Engfer gave the staff report.

Public comment received by Gabe Edwards/Code Compliance Advisory Committee thanked the board for their time yesterday and today. He wanted to summarize by saying they have proposed fixing and repairing the exhibiting code and state law. He noted they should be implemented at the same time the building code is implemented.

Supervisor Smallcombe noted she spent more time reviewing the material and noted she still has reservations about piecemealing tasks to staff, noting we need to rely on Department Heads to set their own priorities. Supervisor Poe noted this topic is what got him involved in government. He noted we cannot get this wrong; it must be done methodically. He noted he has reservations as well, noting some of the language gives the impression of the fox guarding the hen house. Supervisor Forsythe noted there is a process, and staff time is precious.

DIRECTION: The Board directs the Code Compliance Team to review these recommendations, add their corrections or recommendations, and have it returned to the CCAC for review; the Board will be brought the feedback of the CCAC and the final product.

RESULT: DIRECTION GIVEN

7. **Administration**

Approve Promotional Position Changes for County Fire Office Personnel

Dallin Kimble gave the staff report. Steve Ward/Mariposa County Fire/Cal Fire noted these positions are working as an Office Technician and Office Assistant. He is comfortable with this change.

RESULT: **Adopted (UNANIMOUS)**
MOVER: District IV Supervisor Wayne Forsythe
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

10. **Administration**

Receive a Presentation on the Enterprise Resource Planning (ERP) Listening Tour Takeaways and Action Items

Leigh Westerlund/Assistant County Administrative Officer, gave a PowerPoint presentation.

12:10 PM Danielle Bondshu/Clerk of the Board, stepped away as Clerk, and Katherine Slenders/Deputy Clerk of the Board became the clerk until Ms. Bondshu's return at 12:13 PM.

No public comment. Board discussion ensued.

RESULT: PRESENTATION HELD

12:52 PM Chair Menetrey recessed for lunch, noting the remaining three items would be taken up after the 2:00 PM reconvene.

L. 2:00 PM Reconvene

Chair Menetrey reconvened the meeting and noted the last three items on the regular agenda will take place after the first item of 2:00 PM reconvene.

1. **Administration**

Discussion and Direction Regarding Microenterprise Grant Application in the Amount of $10,000 for Mariposa Wellness Clinic

Will Fassett/Grant Analyst gave the staff report and introduced Hanna Fouch/Nurse Practitioner, the applicant. Ms. Fouch gave an overview of her business.

No public comment.

DIRECTION: Bring the application back for the approval of the grant agreement in the amount of $10,000.

RESULT: DIRECTION GIVEN

11. **Administration**

Approve a Request for Qualifications for a Countywide Organizational and Operational Review

Dallin Kimble gave the staff report. No public comment. Board discussion ensued.

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

Toso, District IV Supervisor Forsythe, District II Supervisor Poe

12. **Clerk of the Board**

Receive the Committee's Annual Written Reports Pursuant to Resolution 22-637 (Third and Final Opportunity); and Discussion and Direction Regarding Appropriate Action, Including Possible Dissolution of Committees Prior to their Sunset Dates

Tracy Gauthier/Deputy Clerk of the Board II, gave the staff report. She noted it was directed by the Board on August 8th to come back. She also noted that the staff recommended the dissolution of the Coulterville Cemetery Ad-hoc Committee.

No public comment. Board Direction ensued.

DIRECTION: Continue with the dissolution of the Coulterville Cemetery Ad-Hoc Committee and direct staff to give the Catheys Valley Cemetery Ad-Hoc and the Mariposa Town Cemetery Ad-Hoc Committee, one more chance to come into compliance with the committees policy prior to their set sunset date.

RESULT: DIRECTION GIVEN

13. **Clerk of the Board**

Approve the July 11th, 2023, Minutes of the Board of Supervisors

Danielle Bondshu gave the staff report, noting it was on the regular agenda as Supervisor Forsythe needed to abstain as he was not in attendance at the July 11th, 2023 meeting.

RESULT:	**Adopted**
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:	District IV Supervisor Forsythe

K. Closed Session

2:46 PM Chair Menetrey read the closed session items; no public comment was received on either.

1. **Administration**

CLOSED SESSION: Conference with Real Property Negotiator regarding the Hunter's Valley Fire Station at 7917 Hunter's Valley Road in Mariposa County

RESULT: CLOSED SESSION HELD

2. **Administration**

CLOSED SESSION: Conference with Labor Negotiator of the Mariposa County Managerial/Confidential Organization (MCMCO); and Service Employees International Union (SEIU)

RESULT: CLOSED SESSION HELD

Report Out

3:54 PM Chair Menetrey reconvened the meeting and reported that during closed session item on, information was received and direction was given, and in closed session item two, information was received.

M. Board Information

Information received.

N. Adjournment

3:56 PM Chair Menetrey adjourned the meeting.

Respectfully submitted,

Katherine Slenders
Deputy Clerk of the Board II

Danielle Bondshu
Clerk of the Board

Miles Menetrey
Chair, Board of Supervisors

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-499

MEETING: September 19, 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

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RECOMMENDATION AND JUSTIFICATION

Resolution Continuing a Shelter Crisis Local Emergency in Mariposa County.

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

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

BACKGROUND AND HISTORY OF BOARD ACTIONS

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

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

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

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

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

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

FINANCIAL IMPACT

None

ATTACHMENTS

None

VOTE RESULT

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

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-500

MEETING: September 19, 2023

TO: The Board of Supervisors

FROM: Jeremy Briese, Sheriff

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

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RECOMMENDATION AND JUSTIFICATION

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

BACKGROUND AND HISTORY OF BOARD ACTIONS

An extreme storm beginning on December 27th, 2022, caused ongoing damage to the County and other public and district facilities, including but not limited to roads, bridges, and structure/s/ within Mariposa County.
January 11th, 2023: The Board ratified the January 5th, 2023 Local Emergency Proclamation Due to the 2022/2023 Meteorological "Atmospheric River" Event. Additionally, the Board has ratified similar proclamations in the past during other emergencies.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

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

FINANCIAL IMPACT

None

ATTACHMENTS

None

VOTE RESULT

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

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-501

MEETING:	September 19, 2023
TO:	The Board of Supervisors
FROM:	Jeremy Briese, 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 Briese, acting as the Director of Emergency Services pursuant to Mariposa County Code Section 2.80.040, issued a Proclamation, declaring a local emergency.
On 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 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

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED

MEETING: September 19, 2023

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Rescind Resolution 2023-259; and Adopt a New Confidential Employee Resolution with an Updated List of Confidential Classifications Effective August 15, 2023

RECOMMENDATION AND JUSTIFICATION

Rescind Resolution 2023-259; and Adopt a New Confidential Employee Resolution with an Updated List of Confidential Classifications Effective August 15, 2023.

On November 8th, 2022, the Board of Supervisors approved the Administrative Technician - Confidential allocation transfer from Human Resources division of County Administration to the County's Auditor's Office in Resolution 2022-626.

Then on March 7th, 2023, the Board of Supervisors approved one (1) additional Accountant I/II - Confidential allocation in the County's Auditor's Office in Resolution 2023-112.

Then on April 18th, 2023, the Board of Supervisors reclassified and approved one (1) additional Payroll Specialist I/II - Confidential allocation in the County's Auditor's Office in Resolution 2023-207.

And on May 16th, 2023, the Board of Supervisors approved to amend the list of Confidential classifications as follows:

1. Update the Administrative Technician classification from Human Resources to the Auditor's Office
2. Reclassify and add one (1) additional Accountant I/II allocation for a total of 3 positions in the Auditor's Office
3. Reclassify and add one (1) additional Payroll Specialist I/II for a total of 2 positions in the Auditor's Office

These positions continue to meet the definition of a confidential employee in the Confidential Employee Resolution and should therefore be included in the Resolution. Confidential employees are not represented by a labor bargaining unit because of their potential access or exposure to sensitive issues and strategies related to labor negotiations. Pursuant to Resolution 16-579, confidential employees are entitled to an additional three percent (3%) special pay because they are not represented.

This action is consistent with the way the confidential designation has been applied in the County and would allow the incumbents to be appropriately compensated. Staff recommends approval of the new

Confidential Employee Resolution updating the list of confidential classifications.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board of Supervisors approves changes to the Confidential Resolution from time-to-time. The previous Resolution was approved by the Board on May 16, 2023 by Resolution 2023-259.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not amend the current Confidential Employee Resolution; and the Administrative Analyst II - Human Resources position in Health & Human Services would be assigned to a bargaining unit for representation, which is inappropriate, while also having access to sensitive information and strategies related to labor negotiations.

FINANCIAL IMPACT

Funding for this action has already been included in the budget.

ATTACHMENTS

1. **Resolution 2023-259 May 16,2023**
2. **Resolution Pending Confidential Employee Policy 08-2023 (rev 1)**

MARIPOSA COUNTY RESOLUTION NO. 2023-259

RESCIND RESOLUTION NO. 22-528 RELATIVE TO DESIGNATING CERTAIN CLASSIFICATIONS AS CONFIDENTAL AND APPROVE AN AMENDMENT TO THE LIST OF CONFIDENTIAL CLASSIFICATIONS

WHEREAS, California Government Code Section 3507.5, empowers a public agency to designate Management and Confidential Employees pursuant to rules and regulations adopted therefore; and

WHEREAS, Mariposa County Resolution No. 22-528 established rules and regulations providing for the designation of Management and Confidential Employees; and

WHEREAS, Resolution No. 22-528 further identified certain classifications as Confidential; and

WHEREAS, the Board of Supervisors desires to rescind Resolution No. 22-528 because the classifications designated as Confidential need amending; and

WHEREAS, the Board of Supervisors desires to amend the list of Confidential classifications as follows:

1. Update the Administrative Technician classification from Human Resources to the Auditor's Office
2. Reclassify and add one (1) additional Accountant I/II allocation for a total of 3 positions in the Auditor's Office
3. Reclassify and add one (1) additional Payroll Specialist I/II for a total of 2 positions in the Auditor's Office

NOW THEREFORE BE IT RESOLVED by the Mariposa County Board of Supervisors a political subdivision of the State of California, as follows:

1. Management positions shall be defined by the Memorandum of Understanding currently in effect with Mariposa County and the Mariposa County Managerial and Confidential Organization.

2. "Confidential Employee" means any employee who, in the regular course of his/her duties, is required to develop or present management positions with respect to employer-employee relations or whose duties normally require access to confidential information that is used to contribute significantly to the development of management positions. Confidential employees shall be designated by the County in accordance with the County's labor relations policies and procedures and such designations will be considered by the County and the Union to be outside the statutory scope of bargaining.

   The following positions are tied to the Mariposa County Managerial and Confidential Organization for benefits and salaries, and are not dues-paying members of the unit. Benefits do not include Administrative Leave, and these employees are subject to overtime compensation under the Fair Labor Standards Act, with the exception of the Administrative Analyst I/II and the Senior Administrative Analyst, which are overtime exempt as an administrative employee, and the Assistant Auditor and the Assistant County Counsel, which are overtime exempt as a professional employee pursuant to the Fair Labor Standards Act, and shall receive Administrative Leave.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not amend the current Confidential Employee Resolution, and the Administrative Technician, Accountant I/II, and Payroll Specialist I/II positions in the Auditor's Office would be assigned to a bargaining unit for representation, which is inappropriate while also having access to sensitive information and strategies related to labor negotiations.

FINANCIAL IMPACT:
Funding for this action has already been included in the budget.

ATTACHMENTS:
Resolution Pending Confidential Employee Policy 04-2023 (DOCX)

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

a. Accountant I/II (Auditor's office – 3 positions)
b. Administrative Analyst I/II (Human Resources)
c. Administrative Technician (Auditor's office)
d. Assistant Auditor
e. Assistant County Counsel
f. Deputy Clerk of the Board I/II (2 positions)
g. Executive Assistant (County Administration)
h. Legal Executive Assistant (County Counsel's office)
i. Legal Secretary I/II (County Counsel's office)
j. Payroll Specialist I/II (Auditor's office – 2 positions)
k. Senior Administrative Analyst (Human Resources)

PASSED AND ADOPTED this 16th day of May 2023, by the Board of Supervisors of Mariposa County by the following vote:

AYES: Danette Toso, Shannon Poe, Rosemarie Smallcombe, Wayne Forsythe
NOES: NONE
ABSENT: Miles Menetrey
ABSTAINED: NONE

~~Miles Menetrey, Chair~~ Wayne Forsythe V. Chair
Mariposa County Board of Supervisors

ATTEST:

~~Danielle Bondshu~~ Tracy Gauthier
eputy Clerk of the Board II

APPROVED AS TO FORM:

Steven W. Dahlem
County Counsel

MARIPOSA COUNTY RESOLUTION NO. _____

RESCIND RESOLUTION NO. 23-259 RELATIVE TO DESIGNATING CERTAIN CLASSIFICATIONS AS CONFIDENTAL AND APPROVE AN AMENDMENT TO THE LIST OF CONFIDENTIAL CLASSIFICATIONS

WHEREAS, California Government Code Section 3507.5, empowers a public agency to designate Management and Confidential Employees pursuant to rules and regulations adopted therefore; and

WHEREAS, Mariposa County Resolution No. 23-259 established rules and regulations providing for the designation of Management and Confidential Employees; and

WHEREAS, Resolution No. 23-259 further identified certain classifications as Confidential; and

WHEREAS, the Board of Supervisors desires to rescind Resolution No. 23-259 because the classifications designated as Confidential need amending; and

WHEREAS, the Board of Supervisors desires to amend the list of Confidential classifications as follows:

1. Reclassify and add one (1) additional Administrative Analyst I/II – Human Resources allocation for a total of 1 position in Health & Human Services Agency

NOW THEREFORE BE IT RESOLVED by the Mariposa County Board of Supervisors a political subdivision of the State of California, as follows:

1. Management positions shall be defined by the Memorandum of Understanding currently in effect with Mariposa County and the Mariposa County Managerial and Confidential Organization.

2. "Confidential Employee" means any employee who, in the regular course of his/her duties, is required to develop or present management positions with respect to employer-employee relations or whose duties normally require access to confidential information that is used to contribute significantly to the development of management positions. Confidential employees shall be designated by the County in accordance with the County's labor relations policies and procedures and such designations will be considered by the County and the Union to be outside the statutory scope of bargaining.

   The following positions are tied to the Mariposa County Managerial and Confidential Organization for benefits and salaries and are not dues-paying members of the unit. Benefits do not include Administrative Leave, and these employees are subject to overtime compensation under the Fair Labor Standards Act, with the exception of the Administrative Analyst I/II and the Senior Administrative Analyst, which are overtime exempt as an administrative employee, and the Assistant Auditor and the Assistant County Counsel, which are overtime exempt as a professional employee pursuant to the Fair Labor Standards Act, and shall receive Administrative Leave.

a. Accountant I/II (Auditor's office – 3 positions)
b. Administrative Analyst I/II (Human Resources)
c. Administrative Analyst I/II (Health & Human Resources Agency, Human Resources)
d. Administrative Technician (Auditor's office)
e. Assistant Auditor
f. Assistant County Counsel
g. Deputy Clerk of the Board I/II (2 positions)
h. Executive Assistant (County Administration)
i. Legal Executive Assistant (County Counsel's office)
j. Legal Secretary I/II (County Counsel's office)
k. Payroll Specialist I/II (Auditor's office – 2 positions)
l. Senior Administrative Analyst (Human Resources)

PASSED AND ADOPTED this ___day of _____2023, by the Board of Supervisors of Mariposa County by the following vote:

AYES:
NOES:
ABSENT:
ABSTAINED:

_____
Rosemarie Smallcombe, Chair
Board of Supervisors

ATTEST:

_____
Danielle Bondshu
Clerk of the Board

APPROVED AS TO FORM:

_____
Steven W. Dahlem
County Counsel

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-502

MEETING:	September 19, 2023
TO:	The Board of Supervisors
FROM:	Dallin Kimble, County Administrative Officer
RE:	Approve the First Amendment with BAE Urban Economics to Allow More Time to Complete the Mariposa County Short-Term Rental Study; and Authorize the Board of Supervisor Chair to Sign the Amendment

---

RECOMMENDATION AND JUSTIFICATION

Approve the First Amendment with BAE Urban Economics to Allow More Time to Complete the Mariposa County Short-Term Rental Study; and Authorize the Board of Supervisor Chair to Sign the Amendment

Mariposa County entered into a contract with BAE Urban Economics on March 21, 2023, to conduct an economic analysis of short-term rental industry impacts and quantify those impacts through an administrative fee study. During the impact analysis portion of the study, several internal administrative process improvements were identified. Staff is asking for an extension of the contract term so that process improvements can be implemented and captured in the quantification of impacts.

BACKGROUND AND HISTORY OF BOARD ACTIONS

On March 21, 2023, the Board approved Resolution 2023-166 to contract with BAE Economics to conduct a short-term rental study and administrative fee study.

On November 8, 2022, the Board approved Resolution 2022-365 to publish a Request for Qualifications for a short-term rental study.

On October 4, 2022, the Board discussed short-term rentals and directed staff to conduct a study of the impacts.

On March 22, 2022, the Board received an update on County housing programs and typologies.

On January 11, 2022, the Board discussed housing market trends and indicated a desire to learn more about short-term rentals.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

The board could set an alternative date for a term amendment.

If not approved, the administrative fee study will not consider County process improvements that are in process.

FINANCIAL IMPACT

N/A

ATTACHMENTS

1. **Updated BAE STR study Contract Amendment**

VOTE RESULT

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

FIRST AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES ASSOCIATED WITH THE MARIPOSA COUNTY SHORT TERM RENTAL STUDY

THIS FIRST AMENDMENT: is made and entered into this _____ day of September 2023, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as "County," and"), and BAE Urban Economics ("Contractor"), hereinafter referred to as "Contractor."

WHEREAS, County and Contractor have heretofore entered into an Agreement dated March 21th 2023, wherein Contractor agreed to provide professional services; and

WHEREAS, County and Contractor desire to amend said Agreement to change the term of the agreement to August 31, 2024;

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

Paragraph 1, "TERM," is hereby amended to provide a new date of August 31st 2024.

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 an effect. This Amendment is effective retroactive to August, 31st 2023. The parties shall treat the Agreement as if it had been in full force and effect continuously since August 31,2023 without there having been any interruption of the Agreement whatsoever.

Except as herein amended, the Agreement dated on the 21st of March 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	CONTRACTOR
_____	_____
Miles Menetrey, Chair Board of Supervisors	Aaron Nousaine, Principal BAE Urban Economics

APPROVED AS TO FROM
Steven W. Dahlem, County Counsel

_____

Last Revised: 1/17/2023

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-503

MEETING: September 19, 2023

TO: The Board of Supervisors

FROM: Vincent Kehoe, Assessor/Recorder

RE: Approve an Agreement with Avenu Enterprise Solutions, LLC in the Amount of $21,345 for Technology Products and Services for Document Recording Equipment Maintenance; and Authorize the Board of Supervisors Chair to Sign the Agreement

---

RECOMMENDATION AND JUSTIFICATION

Approve an Agreement with Avenu Enterprise Solutions, LLC in the Amount of $21,345 for Technology Products and Services for Document Recording Equipment Maintenance; and Authorize the Board of Supervisors Chair to Sign the Agreement.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board has approved annual extensions in prior years. This agreement extends the agreement until June 30, 2024.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Negative action would cause the County to lose the current document recording system so that we would not be able to record documents as required by State law.

FINANCIAL IMPACT

Already included in the budget

ATTACHMENTS

1. **Amendment No. 4 Agreement for Technology Products and Services**
2. **Avenu Maintenance Agreement**

VOTE RESULT

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

DocuSign Envelope ID: 71A6E1CC-6979-4F62-978B-70BB33F54EE0

Agreement for Information Technology Products and Services

Amendment No. 4

Avenu Enterprise Solutions, LLC

Mariposa County, California

This fourth amendment ("Amendment No. 4") is made by and between **Avenu Enterprise Solutions, LLC**, 5860 Trinity Parkway, Suite 120, Centreville, VA 20120 ("Avenu") and **Mariposa County**, 4982 10th Street, Mariposa, CA 95338 ("Client").

RECITALS

WHEREAS, Client and Avenu executed the Agreement for Information Technology Products and Services ("Agreement"), effective July 1, 2018 as amended from time to time; and

WHEREAS, the parties have amended the Agreement over time, culminating in Amendment No. 3; and

WHEREAS, the parties seek to amend the Agreement with this Amendment No. 4 to extend the Term of the Agreement for an additional one-year period through June 30, 2024.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein, Avenu and Client (each individually a "party" and collectively, the "parties") agree as follows:

1. This Amendment No. 4 is effective on July 1, 2023 ("Amendment Effective Date").

2. Section 2 of the Agreement (Term) is amended with the following:

   This Agreement is hereby extended for an additional one-year period, from July 1, 2023 through June 30, 2024, unless otherwise extended or terminated by the parties in accordance with the provisions of this Agreement ("Term").

3. As of the Amendment Effective Date, the price schedule in Schedule A (Statement of Work), Section C (Payment and Rates), is deleted in its entirety and replaced with the following:

Services	Price
Annual Symphony Maintenance	$11,900.00 per year
Symphony Redaction Maintenance	$1,900.00 per year

4. All other terms and conditions of the Agreement, except as modified by this Amendment No. 4, shall remain in full force and effect.

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IN WITNESS WHEREOF, the undersigned authorized representatives of Avenu and Client have executed this Amendment No. 4.

Avenu Enterprise Solutions, LLC

James Barkman
Authorized Signature

James Barkman
Name

Chief Financial Officer
Title

8/7/2023
Date

Mariposa County

DocuSigned by:
Vincent P. Kehoe
9A709...
Authorized Signature

Vincent P. Kehoe
Name

Assessor-Recorder
Title

8/24/2023 | 4:44 PM PDT
Date

DocuSign Envelope ID: 71A6E1CC-6979-4F62-978B-70BB33F54EE0

AVENU

Avenu Enterprise Solutions, LLC.

CUSTOMER NO	DATE	Platform	Cost center (Sales support)
	4/12/2023	GRM/Symphony/Third Party	

Please use new customer number from the customer list.

BILL TO	SHIP TO
Mariposa County	same
P.O. Box 35	
4982 10th Street	
Mariposa, CA 95338	

E-mail address: vkehoe@mariposacounty.org

CUSTOMER CONTACT: Vince Kehoe PHONE: (209) 966-2332 P.O. NO.:

SALES REP: Tanmin Rima REP'S NO.: (669) 204-9539

TERM START DATE 7/1/2023 END DATE 6/30/2024

PRODUCT CODE	PRODUCT DESCRIPTION	QTY	UNIT PRICE	SALES AMOUNT
	Third Party Maintenance			$ -
				$ -
	Fujitsu Scanner Maintenance	1	2,530.00	$ 2,530.00
	Kofax Ascent Capture Maintenance	1	1,000.00	$ 1,000.00
	Mentis aiRedact Maintenance	1	4,015.00	$ 4,015.00
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
8840104	Freight - At Cost As Needed			$ -
SPECIAL INSTRUCTIONS			SUBTOTAL	$ 7,545.00
			TAX % i.e. .08 or .0725	
			SALES TAX	

CUSTOMER ACCEPTANCE: I hereby accept the terms and conditions of this Sales Order Agreement included in page 2, and authorize Avenu to proceed on this matter as set forth herein.

DocuSigned by:

CUSTOMER SIGNATURE: Vincent P. Kehoe ***DATE:*** 8/24/2023 | 4:44 PM PDT

PRINTED NAME: Vincent P. Kehoe

9A7091FDE2544F...

FREIGHT F.O.B.

AVENU SIGNATURE: James Barkman DATE: 8/7/2023

TOTAL $ 7,545.00

DocuSign Envelope ID: 71A6E1CC-6979-4F62-978B-70BB33F54EE0

Terms and Conditions:

Payment Terms: Customer agrees to remit payment to Avenu within 30 days from issuance of invoice.

Limited Warranty: Hardware and Commercial Software Warranties: If third-party hardware and/or commercial software is furnished under this Agreement, then Avenu shall, to the maximum extent allowable by said third-party vendors, pass-through to the Customer all manufacturers' warranties for materials furnished under this agreement. Avenu shall provide only the standard manufacturers' warranties, guarantees, and/or exchange policies for defective items, which are offered through the manufacturers themselves. AVENU MAKES NO OTHER WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WITH REGARD TO THE HARDWARE AND COMMERCIAL OFF-THE-SHELF SOFTWARE, IN WHOLE OR IN PART. AVENU EXPLICITLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Rights to Third Party Software: Rights to third party commercial off-the-shelf software provided by third-party software vendors, including "shrink wrap" and "click wrap" software, are subject to the provisions of the software licenses provided by those third-party software vendors, and Customer understands and agrees that acceptance and use of such third-party software shall be deemed an acceptance of the terms and conditions of the licenses. Client further agrees to use the third party software in accordance with the terms of those licenses. In the event Client requested Avenu to install third party software that contains "shrink wrap" or "click-wrap" software Client hereby authorizes Avenu to accept such "shrink wrap" or "click-wrap" software on behalf of the Client when the software is installed.

Limitation of Liability: IN NO EVENT SHALL AVENU BE LIABLE TO THE CUSTOMER HEREUNDER FOR ANY CLAIMS, PENALTIES OR DAMAGES, WHETHER IN CONTRACT, TORT, OR BY WAY OF INDEMNIFICATION, IN AN AMOUNT EXCEEDING TEN PERCENT (10%) OF THE FULL PRICE OF THE ORDERED GOODS AND SERVICES UNDER THIS AGREEMENT. UNDER NO CIRCUMSTANCES WILL AVENU BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, PUNITIVE OR SPECIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, HOWEVER CAUSED AND BASED ON ANY THEORY OF LIABILITY. THIS LIMITATION SHALL APPLY EVEN IF CUSTOMER HAS BEEN NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT MAY ANY ACTION BE BROUGHT AGAINST AVENU ARISING OUT OF THIS AGREEMENT MORE THAN ONE YEAR AFTER THE CLAIM OR CAUSE OF ACTION ARISES, DETERMINED WITHOUT REGARD TO WHEN THE AGGRIEVED PARTY SHALL HAVE LEARNED OF THE INJURY OR LOSS. UNDER NO CIRCUMSTANCES WILL AVENU BE RESPONSIBLE FOR THE LOSS OF DATA OR SOFTWARE.

Force Majeure: Neither party to this agreement shall be responsible for delays or failures in performance resulting from an act of God, war, civil disturbance, labor dispute, or other cause beyond the reasonable control of such party.

Ownership of Data: Customer will retain all title, rights, and ownership of all data, including associated indexes, film, and other data provided to Avenu, whether stored on magnetic tape, magnetic disk, CD-ROM disk (or other "like" electronic media that may be used).

Risk of Loss & Title: Avenu shall bear the risk of loss or damage to any hardware and commercial software provided under this agreement, while in transit to the Customer's designated delivery or installation site. The Customer shall bear all risk of loss or damage to the hardware and commercial software after delivery to the Customer site, unless such loss or damage is due to the negligence or willful acts of Avenu, its employees, agents, representatives or subcontractors. Title and risk of loss to the hardware and commercial software shall pass to the Customer upon the date products were delivered to the customer's site.

Returns: Customer may return hardware and commercial software products purchased from Avenu within 15 days from the date products were delivered to the Customer's site.

Termination for Breach: If Customer materially breaches any of the terms and conditions set forth in this agreement or fails to perform the obligations set forth in this Agreement and fails to cure the breach or failure within twenty (20) calendar days (or other reasonable period stated in the notice) after receipt of written notice specifying the basis for the breach or failure to perform, Avenu may terminate this agreement for breach. Termination by Avenu shall be effective upon written notice to Customer. Customer agrees to discontinue use of all Avenu-owned materials no later than the effective date of termination and return such Avenu-owned materials to Avenu within thirty (30) calendar days after termination. If Avenu materially breaches any of the terms and conditions set forth in this agreement or fails to perform the obligations set forth in this Agreement and fails to cure the breach or failure within twenty (20) calendar days (or other reasonable period stated in the notice) after receipt of written notice specifying the basis for the breach or failure to perform, Customer may terminate this agreement for breach.

Entire Agreement: The contents of this agreement constitute the entire understanding and agreement between the parties and supersede any prior agreements, written or oral, that are not specifically referenced and incorporated in this agreement. The terms and conditions of this agreement shall not be changed or modified except by written agreement signed by both parties. The parties agree that in event Client provides Avenu with a purchase order, or any other document, containing terms or conditions that are in addition to, or in conflict with, the terms and conditions contained in this agreement, such additional and/or conflicting terms shall be deemed null and void.

Stop Work: Avenu is entitled to stop work on this Agreement when the funding or cost limit specified on page 1 is reached. Under no circumstances will Avenu be required to perform services or provide deliverables in the absence of available funding.

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-504

MEETING: September 19, 2023

TO: The Board of Supervisors

FROM: Luis Mercado, Auditor

RE: Adopt a Resolution of the Tax Rate for the Yosemite High School Bond in the Bass Lake Elementary/Yosemite High School Tax Rate Areas of Mariposa County

---

RECOMMENDATION AND JUSTIFICATION

Adopt a Resolution of the Tax Rate for the Yosemite High School Bond in the Bass Lake Elementary/Yosemite High School Tax Rate Areas of Mariposa County

Adopt a Resolution Adopting the Tax Rate of 0.020384% (2.0384 Cents Per $100 Assessed Valuation) for the Yosemite High School Bond in the Bass Lake Elementary/Yosemite High School Tax Rate Areas of Mariposa County

The area of Yosemite High School District that extends into Mariposa County will generate an estimated $51,112 in bond revenue for the district in Fiscal Year 2023-2024.

BACKGROUND AND HISTORY OF BOARD ACTIONS

This is a voter approved bond for the Bass Lake Elementary/Yosemite High School district that extends partly into Mariposa County in the Wawona/Fish Camp area. Mariposa County provides assessments and other tax information annually to Madera County that they use along with their data to compute a tax rate for the bonds.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Not approving this resolution would prohibit the Auditor from assessing the debt service tax rate for bonds that were voter approved.

FINANCIAL IMPACT

There is no financial impact to the County of Mariposa.

ATTACHMENTS

1. **Yosemite High Bond Rates 2023-24**

VOTE RESULT

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

MARIPOSA COUNTY RESOLUTION NO.

TAX RATE ADOPTION FOR THE 2023-24 Yosemite High School Bond

BE IT RESOLVED by the Board of Supervisors of Mariposa County, a political subdivision of the State of California, that the tax rates be adopted in compliance with the provision of Sections 29100 – 29106 inclusive of the Government Code as follows:

YOSEMITE HIGH SCHOOL BOND RATE
0.020384%

PASSED AND ADOPTED by the Board of Supervisors of the County of Mariposa on this 19th day of September 2023 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

_____
Miles Menetrey, Chair
Mariposa County Board of Supervisors

ATTEST:

_____
Danielle Bondshu, Clerk of the Board

APPROVED AS TO FORM:

_____
Steven Dahlem, County Counsel

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-505

MEETING: September 19, 2023

TO: The Board of Supervisors

FROM: Luis Mercado, Auditor

RE: Adopt a Resolution for the Property Tax rate and Voter-Approved Debt Service Rates for the County of Mariposa 2023-2024 Fiscal Year Secured Tax Roll

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RECOMMENDATION AND JUSTIFICATION

Adopt a Resolution for the Property Tax rate and Voter-Approved Debt Service Rates for the County of Mariposa 2023-2024 fiscal year Secured tax roll.

Beginning in fiscal year 2017/18, an additional tax rate was applied to properties within the boundaries of the Mariposa County Unified School District. This additional tax is for the purpose of raising adequate debt service funds to make principal and interest payments on general obligation bonds issued by the Mariposa County Unified School District, approved by the voters of Mariposa County during the November 2016 Election. According to Article XIII A, Section 1(b) of the California Constitution, debt service tax rates can be levied to provide taxing jurisdictions with the necessary revenue to pay annual principal and interest charges on any bonded indebtedness for the acquisition or improvement of real property approved on or after July 1, 1978, by two-thirds (2/3) of the voting public. The amount to be raised includes a reserve equal to the next six months of principal and interest payments due after the end of fiscal year 2023-2024 as well as a 2% increase to account for delinquency. These additions are to ensure there are adequate funds to make principal and interest payments on the bond in a timely manner. The debt service rates calculated take into account the balance remaining in the debt service as of the end of the previous fiscal year.

In fiscal year 2023-2024, the Secured debt service rate for the Mariposa County Unified School District General Obligation Bond Election of 2016, Series A is 0.009399% ($9.399 per $100,000 assessed valuation). The Secured debt service rate for the Mariposa County Unified School District General Obligation Bond Election of 2016, Series B is 0.014457% ($14.457 per $100,000 assessed valuation). The Secured debt service rate for the Mariposa County Unified School District General Obligation Bond Election of 2016, Series C is 0.013870% ($13.870 per $100,000 assessed valuation). The debt service rate for the Unitary/State Board Roll is 0.036604% ($36.604 per $100,000 assessed valuation). According to Revenue and Taxation Code Section 100, debt service rates are to be calculated for Unitary and operating non unitary property based on the previous year's debt service rate.
The Auditor's Office anticipates that applying these tax rates will generate approximately $1,023,960 in debt service funds for the school bond.

BACKGROUND AND HISTORY OF BOARD ACTIONS

Each year, pursuant to Government Code Sections 29100 - 29106 inclusive, the Board of Supervisors has adopted a resolution establishing the tax rate of 1% of the cash value of the secured property

within the county. As stated above, beginning in fiscal year 2017/18 there was an additional tax rate percentage for tax rate areas subject to the Mariposa County Unified School District General Obligation Bonds approved during the November 2016 Election.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Not approving this resolution would mean that Mariposa County is out of compliance with Government Code Sections 29100 - 29106.

FINANCIAL IMPACT

There is no financial impact to the County of Mariposa.

ATTACHMENTS

1. **Tax rate and voter-approved debt service rate adoption for secured taxes 2023-24**

VOTE RESULT

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

MARIPOSA COUNTY RESOLUTION NO.

A RESOLUTION ADOPTING THE BASIC TAX RATE FOR THE COUNTY OF MARIPOSA AND THE DEBT SERVICE RATES FOR THE MARIPOSA COUNTY UNIFIED SCHOOL DISTRICT GENERAL OBLIGATION BONDS FOR FISCAL YEAR 2023/24

WHEREAS, Government Codes §29100 – 29106 require that the tax rate and voter-approved debt service rates be set and approved by the Board of Supervisors of Mariposa County, a political subdivision of the State of California.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of Mariposa County, State of California, that the tax rate and voter-approved debt service rates be adopted as follows:

The ad valorem property tax rate for the County of Mariposa is 1% of the assessed value ($1,000 per $100,000 assessed valuation) for the 2023/2024 fiscal year, tax year 2023, with bond rates to be ADDED to the 1% rate as follows:

The additional debt service rate for the Mariposa County Unified School District General Obligation Bond Election of 2016, Series A is affixed at 0.009399% of the Secured assessed value ($9.399 per $100,000 assessed valuation) for the 2023/2024 fiscal year, tax year 2023.

The additional debt service rate for the Mariposa County Unified School District General Obligation Bond Election of 2016, Series B is affixed at 0.014457% of the Secured assessed value ($14.457 per $100,000 assessed valuation) for the 2023/2024 fiscal year, tax year 2023.

The additional debt service rate for the Mariposa County Unified School District General Obligation Bond Election of 2016, Series C is affixed at 0.013870% of the Secured assessed value ($13.870 per $100,000 assessed valuation) for the 2023/2024 fiscal year, tax year 2023.

The additional debt service rate for the Mariposa County Unified School District General Obligation Bond Election of 2016, Series A, Series B, and Series C is affixed at 0.036604% of the Unitary/State Board Roll ($36.604 per $100,000 assessed valuation) for the 2023/2024 fiscal year, tax year 2023.

PASSED AND ADOPTED by the Board of Supervisors of the County of Mariposa on this 19th day of September 2023 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

_____
Miles Menetrey, Chair
Mariposa County Board of Supervisors

ATTEST:

_____
Danielle Bondshu, Clerk of the Board

APPROVED AS TO FORM:

_____
Steven Dahlem, County Counsel

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-506

MEETING: September 19, 2023

TO: The Board of Supervisors

FROM: Luis Mercado, Auditor

RE: Adopt a Resolution of the Tax Rate for the Bass Lake Joint Elementary School District Bond in the Bass Lake Elementary/Yosemite High School Tax Rate Areas of Mariposa County

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RECOMMENDATION AND JUSTIFICATION

Adopt a Resolution of the Tax Rate for the Bass Lake Joint Elementary School District Bond in the Bass Lake Elementary/Yosemite High School Tax Rate Areas of Mariposa County

Adopt a Resolution Adopting the Tax Rate of 0.036326% (3.6326 Cents Per $100 Assessed Valuation) for the Bass Lake Joint Elementary School District Bond in the Bass Lake Elementary/Yosemite High School Tax Rate Areas of Mariposa County.

The area of the District that extends into Mariposa County will generate an estimated $91,034 in bond revenue for the district in Fiscal Year 2023-2024.

BACKGROUND AND HISTORY OF BOARD ACTIONS

This is a voter approved bond for the Bass Lake Elementary/Yosemite High School Districts that extend partly into Mariposa County in the Wawona/Fish Camp area. Mariposa County provides assessments and other tax information annually to Madera County that they use along with their data to compute a tax rate for the bonds.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Not approving this resolution would prohibit the Auditor from assessing the debt service tax rate for bonds that were voter-approved.

FINANCIAL IMPACT

There is no financial impact to the County of Mariposa.

ATTACHMENTS

1. **Bass Lake Elementary Bond Rates 2023-24**

VOTE RESULT

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

MARIPOSA COUNTY RESOLUTION NO.

TAX RATE ADOPTION FOR THE 2023-24
Bass Lake Joint Elementary School District Bond

BE IT RESOLVED by the Board of Supervisors of Mariposa County, a political subdivision of the State of California, that the tax rates be adopted in compliance with the provision of Sections 29100 – 29106 inclusive of the Government Code as follows:

BASS LAKE JOINT ELEMENTARY SCHOOL DISTRICT BOND
0.036326%

PASSED AND ADOPTED by the Board of Supervisors of the County of Mariposa on this 19th day of September 2023 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

_____
Miles Menetrey, Chair
Mariposa County Board of Supervisors

ATTEST:

_____
Danielle Bondshu, Clerk of the Board

APPROVED AS TO FORM:

_____
Steven Dahlem, County Counsel

MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING:	September 19, 2023
TO:	The Board of Supervisors
FROM:	Danielle Bondshu, Clerk of the Board
RE:	Approve the July 18th, August 1st, 3rd, 8th, and 15th, 2023, Minutes of the Board of Supervisors

---

RECOMMENDATION AND JUSTIFICATION

Approve the July 18th, August 1st, 3rd, 8th, and 15th, 2023, Minutes of the Board of Supervisors.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board routinely approves their minutes.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve the minutes and they will remain in draft status.

FINANCIAL IMPACT

none.

ATTACHMENTS

1. **CA07182023 - DRAFT**
2. **CA08012023 - DRAFT**
3. **CA08032023 - DRAFT**
4. **CA08082023 - DRAFT**
5. **CA08152023 - DRAFT**

Mariposa County

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

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

BOARD OF SUPERVISORS
ACTION SUMMARY MINUTES
JULY 18, 2023

DRAFT

A 9:00 AM Called to Order and Roll Call

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 CA.16 required a 4/5th vote, and CA.5 had a correction, in which he noted a line item for $40,000 stated it was for the Employee BBQ, but it was for Professional Services. He also noted that CA.8 needed an amendment; Danielle Bondshu/Clerk of the Board noted that CA. 8 stated it was for “Residential” services, but it was to be stricken, and “Drop-in” was to be inserted.

Ryan Oliphant/Chief Probation Officer commented on CA.15, a proclamation for “Probation Services Week.” He thanked the Board for their support and noted the Probation Officers are unsung heroes. He also

announced his pride in his department as they go above and beyond to ensure individuals receive second chances.

Mike Brusa/Bear Valley Resident noted there was a Roman Senator named Kato, who would speak in each of Rome's senate sessions, and after each topic, he would say, "We must destroy Carthage." Mr. Brusa noted he comes to the Board to speak because it's important to continue to voice opinions. He then brought up the shelter crisis.

Joe Lynch/Health and Human Services Agency Director, commented on CA.15, noting the Probation Department is dedicated to making our community better.

Supervisor Poe requested that CA.11 be pulled for further discussion. Forsythe concurred.

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District I Supervisor Rosemarie Smallcombe
SECONDER:	District IV Supervisor Wayne Forsythe
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 Department**

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

CA3. **Sheriff's Department**

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

CA4. **Administration**

Approve First Amendment with Nicholson Strategic Services, LLC, Increasing the Amount by $15,000 for a New Amount not to Exceed $75,000, for Interim Human Resources Director Services; and Authorize the Board of Supervisors Chair to Sign the Amendment

CA6. **Clerk of the Board**

Department Head Signed Agreements

CA7. **Fire**

Approve Allocation of an Office Assistant I/II Position to County Fire

CA9. **Health and Human Services Agency**

Approve First Amendment to Agreement with Infant/Child Enrichment Services increasing the Amount

DRAFT

by $20,000 to A New Amount Not to Exceed $105,000; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA10. **Health and Human Services Agency**

Accept the Resignation of Sarah Montoya from the Mariposa County Commission on Aging, Effective Immediately

CA12. **Health and Human Services Agency**

Approve an Agreement with Mariposa Safe Families, Inc. in the Amount of $128,000 for Child Abuse Prevention Services; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA13. **Health and Human Services Agency**

Approve an Agreement with Coulter Cafe in the Amount of $90,000 for Dining Services; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA14. **Planning**

Approve Property Use Agreement with John Hertle for Installation of a Mural as part of the Mariposa Gateway Enhancement Project; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA15. **Probation**

Proclaim the Week of July 16, 2023 - July 22**,** 2023, as "Pretrial, Probation and Parole Supervision Week"

CA16. **Public Works**

Approve a Deductive Change Order with USA Construction in the Amount of ($16,250) for a New Amount Not to Exceed $308,750 for the Mariposa Pool Re-Plaster and Repairs Project; Authorize the Board of Supervisors Chair Sign the Change Order; Approve Budget Action Transfering Funds from Facility Maintenance to Capital Improvement ($40,000); and Authorize a Payment to Sierra Communications & Construction, Inc. in the Amount of $35,261.36 4/5ths Vote Required

E Items removed from Consent Agenda

CA5. **Clerk of the Board**

CAO (Purchasing Agent) Signed Agreements

Chair Menetrey announced that CA.5 had a correction, in which there was a line item for $40,000 that stated it was for the Employee BBQ, but it was for Professional Services.

CORRECTION: Strike "employee BBQ" and insert "Professional Services."

RESULT:	**Adopted as Amended (UNANIMOUS)**
MOVER:	District I Supervisor Rosemarie Smallcombe

DRAFT

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

CA8. **Health and Human Services Agency**

Approve an Agreement with Alliance for Community Transformations in the Amount of $115,351 for Residential Recovery Services; and Authorize the Board of Supervisors Chair to Sign the Agreement

Chair Menetrey also noted that CA.8 needed an amendment; Danielle Bondshu/Clerk of the Board, noted that CA. 8 stated it was for "Residential" services, but it was to be stricken, and "Drop-in" was to be inserted.

CORRECTION: Strike "Residential Services" and insert "Drop-In Services."

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

CA11. **Health and Human Services Agency**

Approve Acceptance of The Business, Consumer Services and Housing Agency's (BCSH) California Interagency Council on Homelessness (Cal ICH) Encampment Resolution Funding Rolling (ERF-2-R) Grant Award in the Amount of $607,336.86; Authorize Board of Supervisors Chair to Sign the Agreement and Any Amendments or Documents Necessary for this Grant; and Approve Budget Action Receiving Unanticipated Revenue ($607,336.86)

Originally, item CA .11, was pulled for further discussion by the concurrence of the Board.

In response to a question from Supervisor Poe, Joe Lynch noted nothing is point A to point B and that it is the fundamental hallmark of government to be slow. He noted that as an agency, they look to solve issues, and it has not been easy to remove the Frank Wilson Encampment. He noted they would do it as quickly as possible, but it's an incredibly slow process.

Amanda Brum/Senior Administrative Analyst noted this is competitive funding awarded to Mariposa based on an application. She noted that with the funds, they would work to provide both interim and permanent housing. The Frank Wilson encampment has been there since 2019. She noted the encampment closure would occur once the interim housing is available.

In response to Supervisor Poe, Director Lynch noted that there is a lot of substance abuse amongst this specific population. Still, he noted it's generally to self-medicate for mental health issues.

Board discussion ensued, and sentiments of excitement about getting this funding and seeing the Frank Wilson Encampment cleaned up were expressed.

RESULT: **Adopted (UNANIMOUS)**

DRAFT

MOVER:	District II Supervisor Shannon Poe
SECONDER:	District IV Supervisor Wayne Forsythe
AYES:	District II Supervisor Poe, District I Supervisor Smallcombe, District IV Supervisor Forsythe, District V Supervisor Menetrey, District III Supervisor Toso

F Departmental Presentation

Shannon Hansen/Public Works and Transportation Director updated the board on several projects. She noted the 9 miles of Merced Falls Road are completed except for the stripping. She noted the Downtown project is on its way; the contractor encountered difficult digging but has now moved on. She also announced the Hotzel Road project is moving forward as bids have been received and it is hoped to have it awarded and completed by October. Director Hansen noted Cal Trans will come to the Board on August 1st to give an update. She also noted the Highway 140 to Midpines Summit project would begin that day.

Jeremy Briese/Sheriff gave an update on the activities they have been dealing with. He noted for June; they saw 2030 calls for service and 68 jail bookings. He noted his hat is off to Cal Fire and his staff for their work on apprehending the Oak Fire suspect. Sheriff Briese announced they have joined forces with the International Crimes Against Children (ICAC) Taskforce out of Fresno. He noted they have trained deputies and have apprehended a suspect who had and distributed child pornography. He also announced another apprehension. Sheriff Bresen noted their participation in the summer program at Mariposa Elementary School (MES). Finally, Sheriff Briese gave a shout-out to Sergeant Smith and OES staff, who assisted 658 applicants, which totaled $3.8 million for individual assistance. He also announced the promotion of Sergeant Canter and the filling of the allocations of three custodial deputies and two additional Sheriff Deputies.

G Public Comment on Non-Agenda Items

Graciella Leper/Mariposa In-Home Supportive Services (IHSS) Provider noted she works with people who save lives. She wanted to take a moment to thank the Board for their time and for being champions for IHSS providers. She highlighted the work they do noting they work around their recipients and loved ones; she also wanted to recognize and remember all the lives lost in the pandemic, noting it took tragedy and death for providers to be recognized.

Glenn Hocka/IHSS provider thanked the Board for their consideration and thanked the providers for the essential work they do for the community.

Jeanne-Ann Pine/Resident discussed how people love seeing and receiving Blue Ribbons at the Fair. She gave the Clerk of the Board a handout from the UC Master Food Preservers and Master Gardeners are hosting an event on July 29th to go over and discuss what makes a blue ribbon-worthy entry.

Lorraine Freeman/Resident wanted to comment on the Grand Jury report, which was recently released. She noted decisions should be made by people with knowledge and that software should be tested for all different users. She noted the Board and Agendas page was not rolled out well, nor was Oracle and the County needs a knowledgeable individual in charge of IT.
are
Mike Brusa noted a comment made that the government is slow and that the intent was not the intent. He tied it back to the Constitution, noting the government cannot separate its interests and the government's job

DRAFT

is to protect the rights of the people.

Supervisor Smallcombe thanked Graciella and Glenn for coming and noted she has been a liaison to HHSA and the number of folks who need IHSS has increased by at least 100 if not more and will continue to increase.

1. **Clerk of the Board**

Handouts Received During Public Comment on Non-Agenda Items - July 18th, 2023

H Regular Agenda

1. **UCCE/Farm Advisor**

Receive a Presentation by Yana Valachovic of UC Cooperative Extension, Providing an Update on the State of Fire Insurance and Fire Mitigation Strategies and Policy to Protect Residents of Mariposa

Chair Menetrey noted this item was moved up from K.3 to after Public Comment on Non-Agenda items as the presenter has another meeting.

Alison Lee Deak/Fire Advisor, introduced Yana Valachovic/UC Farm Extension Humboldt County, who gave a PowerPoint presentation. No public comment. Supervisor Smallcombe and Chair Menetrey thanked them for their presentation.

Board discussion ensued.

RESULT: PRESENTATION HELD

10:39 PM Chair Menetrey recessed the Board for a brief break and reconvened at 10:44 AM.

Recess Board of Supervisors

10:44 AM Chair Menetrey recessed the Board of Supervisors meeting, and the Clerk of the Board read the Government Code announcement.

Announcement Pursuant to Government Code 54952.3

I LOCAL TRANSPORTATION COMMISSION

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

Public Comment Period

None.

LTC Regular Agenda

DRAFT

1. **Public Works**

Authorize the start of the 30-Day Public Review for the 2024 Draft Regional Transportation Plan (RTP), Negative Declaration, and Initial Study

Jeannie Morvay-Clayton/Transportation Planning noted the RTP is a 20-year plan. The county is required to adopt an RTP every five years. Rod Brown/Fehr Peers gave a PowerPoint Presentation.

Public comments were received by Mike Brusa, who noted complex systems cannot be planned. He noted the communist manifesto; one point is central control of communication and transportation. He doesn't believe we should follow the state of greenhouse gases.

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District III Supervisor Danette Toso
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

Adjourn LTC

11:12 AM Chair Forsythe adjourned the meeting of the LTC.

J COUNTY SERVICE AREA 1M (Don Pedro)

11:13 AM Chair Poe called the County Service Area 1M (CSA1M) meeting to order.

Public Comment Period

None.

CSA 1M Regular Agenda

1. **Public Works**

PUBLIC HEARING: Adopt a Resolution to Establish the Current Fee Structure for Mariposa County Service Area (CSA) 1-M (Lake Don Pedro) for Off-season Fire Protection; and Authorize the Fees to be Placed on the Property Tax Roll for Fiscal Year 2023-24

Chair Poe opened the Public Hearing. Shannon Hansen gave the staff report. no public comment.

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

Adjourn CSA 1M

DRAFT

11:15 AM Chair Poe adjourned the meeting of CSA 1M.

K AIR POLLUTION CONTROL DISTRICT

11:15 AM Chair Menetrey called the Air Pollution Control District (APCD) meeting to order.

Public Comment Period

None.

APCD Regular Agenda

1. **Health and Human Services Agency**

   Accept a Grant in the Amount of $179,770 for the Reduction of Woodsmoke in Mariposa County

Dr. Erik Sergienko/County Health Officer gave the staff report. No public comment. In response to a question from Supervisor Smallcombe, Dr. Sergienko noted this is not a pilot program, as this is Mariposa County's second year of participating. Dr. Sergienko also noted the differences in new versus old woodstoves in response to a question from Supervisor Poe.

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

Adjourn APCD

11:25 AM Chair Menetrey adjourned the APCD meeting.

Reconvene as Board of Supervisors

11:25 AM Chair Menetrey reconvened the Board of Supervisors meeting.

L Regular Agenda Items

1. **Public Works**

   PUBLIC HEARING: To Adopt the Current Fee Structure for Countywide County Service Area No. 1, Road Maintenance for Zones of Benefit; and Authorize the Fees to be Placed on the Property Tax Roll for Fiscal Year 2023-24

Shannon Hansen gave the staff report. No public comment.

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District IV Supervisor Wayne Forsythe
SECONDER:	District III Supervisor Danette Toso

DRAFT

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

2. **Public Works**

PUBLIC HEARING: Consider Authorizing and Directing Staff to Place Special Districts Delinquent User Fees on the FY23-24 Property Tax Roll

Shannon Hansen 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. **Health and Human Services Agency**

Approve an Agreement with Mercy Medical Transportation, Inc. ('Mercy') that will Allow the County to Provide a Monthly Subsidy for Ambulance Services and Direct Mercy to Collect Data that can be Used to Inform Future Ambulance Operations; and Authorize the Board of Supervisors Chair to sign the Agreement

Dr. Erik Sergienko gave the staff report noting the amount should be $275,000 as the Board voted a one-time payment of $25,000 for the month of July on June 20th. No public comment received.

Board discussion ensued.

AMENDMENT: Amount changed from $300,000 to $275,000.

RESULT: **Adopted as Amended (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

4. **Administration**

Discussion and Direction of Micro Enterprise Loan Application for Dixon's Fixins in the Amount of $50,000

Tara Schiff/Economic Development Specialist gave the staff report. Trevor Dixion/Applicant noted Ms. Schiff summed it up and announced the trailer is here. In response to Supervisor Poe, Mr. Dixion noted that it would be parked at the preschool next door to the government center. Supervisor Smallcombe noted he had a lot of skin in the gain as the trailer was $100,000 and already purchased.

Board discussion ensued in regards to projection numbers. Lori Dixon/Applicants spouse noted the projections were based off of 2021 and the 6 months they were open in 2022.

DRAFT

DIRECTION: The Board directed staff to bring back a loan agreement for a $50,000 loan at 2% interest with a 10-year term along with a spreadsheet with the data proving the performa data of the projections.

Mr. Dixion came back at 1:28 PM and made further comments and noted he had a business plan.

5. **Administration**

Discussion and Direction Regarding a Micro Enterprise Grant Application for Diamond Barbershop in the Amount of $10,000

Tara Schiff gave the staff report. Will Fassett/Administration, interpreter for Victoria Castro/Applicant, who noted she was very pleased with her service and customers and noted this is to expand her services. ? She wants to expand her services to manicures and pedicures. She is asking for your help to purchase that equipment.

Public comment was received by Mike Brusa who noted he has nothing against businesses, but he would rather have the Board decide who gets this money over the State. He noted, however, in a healthy credit system, loans wouldn't be given.

Jonathan Noel/Resident noted he was in favor of helping out our local businesses, noting these individuals want to expand and he urged the board to support them.

In response to a question from Supervisor Forsythe, Mr. Fassett noted for Ms. Castro that she wanted to see if they would be willing to assist her before she prepared a full budget, but she did note that the pedicure chairs alone can cost between $2,000 - $3,000 plus installation.

DIRECTION: Bring back the agreement for a $10,000 Micro Enterprise Grant for Diamond Barber Shop with a budget of how the funds will be used.

6. **Administration**

Receive a Presentation from Economic and Planning Systems, Inc. Regarding the Countywide Non-Residential Market Study

12:18 PM Chair Menetrey recessed for a brief break and reconvened at 12:25 PM.

Tara Schiff gave the staff report. She gave kudos to Kalhil, her summer intern, who did much of the work on an inventory list. Amy Lapin/Economic and Planning Systems Inc. gave the PowerPoint presentation.

Public comment was received by Mike Brusa, who noted that some of the goals would be hard to meet. He noted he does not advocate for people hurting their neighbors, but property owners should have a right to with their property as they see fit. He then brought up a ballot measure that had passed in Morgan Hill.

Dallin Kimble/County Administrative Officer noted there is a lot of information here that we can actively pursue. He asked how we help to bring employees, jobs, and opportunities to the community for the economy.

Board discussion ensued.

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RESULT: PRESENTATION HELD

M Closed Session

Chair Menetrey read the closed session item. Public comment was received by Mike Brusa, who noted he went into the library last week and had a pleasant experience.

1:29 PM Chair Menetrey recessed for lunch and noted the Board would move into a closed session at 2:30 PM.

1. **Clerk of the Board**

   CLOSED SESSION: Public Employee Performance Evaluation; Position of Employee Under Review: Librarian

RESULT: CLOSED SESSION HELD

Report Out

3:40 PM Chair Menetrey reconvened and reported that information was received.

N Board Information

None.

O Adjournment

3:41 PM Chair Menetrey adjourned in memory of Lee Ola DeSanders, Mae B. Haste, and Alva L. Branson, Richard "Rick" Wayne Middlested, Stan Robert Barnett-Seebacl Sr., Walter Daniel Hebern, and Wilma Ethel Hender.

Respectfully submitted,

Danielle Bondshu
Clerk of the Board

Miles Menetrey
Chair, Board of Supervisors

DRAFT

Mariposa County

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

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

BOARD OF SUPERVISORS
ACTION SUMMARY MINUTES
AUGUST 1, 2023

DRAFT

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

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. 31 had been withdrawn, and CA.8, 9, and 26 require a 4/5th vote.

Jeff Witthun/Child Support Director, commented on CA.12, noting the Mariposa team is doing an incredible job. He noted that they all take turns setting up community and customer outreach to celebrate Child Support Awareness Month. He noted over $30.5 Billion is distributed nationwide with 95% of that distributed to children. He noted that roughly 13 million children are served by child support which is 1 in 5 children. This makes it the most cost-effective government program. He noted for Mariposa roughly $1.1 million has been distributed with a 94% distribution to children. He acknowledged the Mariposa Child Support Supervisor

Christina McNally and noted they would host an open house on August 21st from 1:00 PM to 2:00 PM.

Mike Brusa/Bear Valley wanted to discuss the shelter crisis once again. He noted he has yet to hear how the County can indemnify themselves. He also noted he grazed a report on the Save America Act, which discussed collecting data from people's phones, which was illegal. He also noted the County is a monopoly, and the government in general is a monopoly, which creates high costs. Mr. Brusa also noted the amount of money being moved, spent, or received on the consent agenda, noting one for $1.5 million, which seemed excessive.

Jeanne-Ann Pine/Community member commented on CA. 15 noting in a previous life she and her husband managed a sober living. She noted $135,000 didn't seem like enough to run this type of facility.

Lisa Parker/TRADE Sober Living spoke to Ms. Pines and commented, noting they received a $675,000 grant for longevity. She noted she is working on other grants as well. Ms. Parker noted that some of the funding comes from the tribes.

Supervisor Toso commented on CA. 15 as well, noting this is amazing and needed. In response to a question from Supervisor Toso, Ms. Parker noted that all the rooms are furnished, and everything is in place.

Supervisor Forsythe commented on CA. 29 thanking the team and noting they looked great. Supervisor Menetrey also noted the design is nice, and in response to a question from Chair Menetrey, Mikey Goralnik/Community Design Planner noted the work should begin end of September beginning of October.

CA. 30 was pulled for further discussion by consensus.

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District I Supervisor Rosemarie Smallcombe
SECONDER:	District IV Supervisor Wayne Forsythe
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 Department**

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

CA3. **Sheriff's Department**

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

CA4. **Administration**

Approve Indigent Defense Agreement with Ric Squaglia, Effective August 1, 2023; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA5. **Administration**

Approve a Microenterprise Grant for Diamond Barbershop and Beauty Salon in the Amount of

DRAFT

$10,000; and Authorize the Auditor to Submit Payment

CA6. **Administration**

Approve a Microenterprise Loan for Dixon's Fixins in the Amount of $50,000 at a 2% Interest Rate with a 10-Year Term and Possible Loan Forgiveness After One Year of Payments; Approve Loan Documents; Authorize the Board of Supervisors Chair to Sign the Documents (Subject to Approval as to Legal Form by County Counsel); and Authorize the Auditor to Fund the Loan

CA7. **Administration**

Approve a Microenterprise Loan for Mountain Meadow Farms in the Amount of $50,000 at a 2% Interest Rate for a 10-Year Term with Possible Loan Forgiveness After One Year of Payments; Approve Loan Documents; Authorize the Board of Supervisors Chair to Sign the Documents (Subject to Approval as to Legal Form by County Counsel); and Authorize the Auditor to Submit Payment

CA8. **Administration**

Approve FY23 Budget Action Reducing General Fund Contingency and Increasing Appropriations in the Indigent Defense Department Budget to Cover Unanticipated End of Year Expense Overage $30,000 (4/5ths Vote Required)

CA9. **Administration**

Approve FY23 Budget Action Reducing General Fund Contingency and Increasing Appropriations in the General Liability Fund Budget to Cover Unanticipated End of Year Expense Overage ($100,000) (4/5ths Vote Required)

CA10. **Administration**

Ratify the Signature on the First Amendment of the Economic Development Administration (EDA) Financial Assistance Award

CA11. **Administration**

Ratify a Three-Year Agreement with Dianne Spear Hooten for Office Space at 4988 11th Street in the Amount of $177,156

CA12. **Child Support Services**

Proclaim August 2023, as "Child Support Awareness Month"

CA13. **Clerk of the Board**

Approve the Minutes of June 6th, June 13th, June 20th, 2023

CA14. **Clerk of the Board**

Appoint Lyle Turpin and John Carrier as Directors to the Mariposa County Resource Conservation District (MCRCD) with Terms Expiring at Noon on November 26, 2027

DRAFT

CA15. **Health and Human Services Agency**

Approve an Agreement with TRADE Sober Living in the Amount of $135,000 for Residential Recovery Services; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA16. **Health and Human Services Agency**

Approve Third Amendment to Agreement 22B-4021 with The California Department of Community Services and Development (CSD) in Support of the 2022 Low Income Home Energy Assistance Program (LIHEAP); and Authorize the Board of Supervisors Chair to Sign the Amendment

CA17. **Health and Human Services Agency**

Approve Grant Agreement with The California Department of Public Health in the Amount of $584,604 for the CalFresh Healthy Living Program (CFHL); and Authorize the Board of Supervisors Chair to Sign the Agreement

CA18. **Health and Human Services Agency**

Approve First Amendment to the Agreement with Sequoia Psychiatric Treatment Center Increasing the Amount of the Agreement by $100,000 for A New Amount Not to Exceed $300,000; and Authorize the Board of Supervisors Chair to Sign the Amendment

CA19. **Health and Human Services Agency**

Approve an Agreement with Mountain Mental Health in the Amount of $150,000 for Counseling Services; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA20. **Health and Human Services Agency**

Approve First Amendment to the 2023 Low Income Home Energy Assistance Program (LIHEAP) Agreement 23B-5021 with the California Department of Community Services and Development (CSD) Increasing the Amount by $35,000 for a New Amount Not to Exceed $560,000; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA21. **Health and Human Services Agency**

Approve an Agreement with Alliance for Community Transformations in the Amount of $189,506 for Community Services; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA22. **Health and Human Services Agency**

Approve Fourth Amendment to Agreement with E&E Transport, LLC to Increase the Amount by $5,000 for a New Amount Not to Exceed $35,000; Include Additional Costs; Extend the Term of the Agreement to September 30, 2023; and Authorize the Board of Supervisors Chair to Sign the Amendment

CA23. **Health and Human Services Agency**

Approve a Three Year Agreement with Eloomi for Software Services; and Authorize the Board of

DRAFT

Supervisors Chair to Sign the Agreement

CA24. **Health and Human Services Agency**

Approve a Standard Agreement with Area 12 Agency on Aging in the Amount of $214,832 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 Agreement

CA25. **Health and Human Services Agency**

Rescind Resolution 2023-358; Approve Revised Second Amendment to Agreement with The Building Design Group (BDG) Extending the Term of the Agreement to December 31, 2023 for Architectural Design Services; and Authorize the Board of Supervisors Chair to Sign the Amendment

CA26. **Health and Human Services Agency**

Approve Budget Action Increasing Revenue and Transfer Out Lines Within the Health and Human Services Agency Administrative Trust Budget and Increased Transfer Line Out to The Operating Budget ($800,000) (4/5ths Vote Required)

CA27. **Health and Human Services Agency**

Approve First Amendment to Agreement with Kazlin Infinite Care, LLC Increasing the Amount by $2,000 for a New Amount Not to Exceed $102,000 for Residential Care Services; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA28. **Planning**

Accept Resignation and Recognize the Service of Donn Harter on the Fish Camp Town Planning Advisory Council (Supervisor Smallcombe)

CA29. **Planning**

Approve Mural at APN 013-124-003 (5109 Highway 140) as Part of the Mariposa Gateway Elements Project

CA31. **Public Works**

Declare the Labor Day Parade a County Sponsored Event

RESULT: WITHDRAWN

CA32. **Public Works**

Approve the Donation of a Grant-Funded Type-1 Pierce Contender Fire Engine to Merced County Fire Department, Along With Transfer of Grant Responsibilities and Provision Attached

CA33. **Public Works**

Authorize the Public Works Director to Award Financial Support to Mariposa County Youth Sports Organizations

DRAFT

CA34. **Sheriff's Department**

Adopt a Resolution Approving an Agreement with the California Department of Parks and Recreation, Division of Boating and Waterways to participate in the Boating Safety and Enforcement Financial Aid Program for Fiscal Year 2023-2024

CA35. **Sheriff's Department**

Approve an Agreement with the Department of Homeland Security/Federal Emergency Management Agency for Information Sharing; and Authorize the Sheriff to Sign the Agreement

E. Items removed from Consent Agenda

CA30. **Planning**

Fee Waiver Request from Northern Mariposa County History Center (NMCHC) for all Permit Applications Required for the Entirety of Their Project, Including a Parcel Merger Application, Historic Design Review Application, and Building Permit

Supervisor Poe asked about the grant they received last week. Steve Engfer/Planning Director, noted a design review in the past that was requested, noting it was represented in the packet and shows their conceptual drawings. He also noted he would have to defer to them in regards to the grant.
Two representatives from the North County History Museum noted they received a grant to build storage for historical artifacts. She noted they received $500,000, and permit fees would eat up a bit of that. Board discussion ensued.

Public comment was received by Karen Glendening/Fish Camp residents, who commented on CA. 24 as she missed it and gave sentiments about Don Harter.

Jeanetta Phillips/Historic Sites and Record Preservation Committee Chair in regards to the design review. Mr. Enger noted procedurally it went to the HSRPC committee.

CLARIFICATION/APPROVAL: This item is to approve a fee waiver for the Northern County History Museum for their application for the Historic Design Review, Lot Line Adjustment, and Building Permits with the Building Department being reimbursed by the County for the Building Department through the General Fund.

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

Monica Nielsen/Agricultural Commissioner noted with the Board's support, 38 ranches have signed up for the commercial livestock passes with 6 ranches still needing to pick up their passes. She noted they are working on compiling data for the Crop report and should have it out by the end of October. She noted under Proposition 12, the Animal Care Act they would be working with the California Department of Food and

DRAFT

Agriculture (CDFA) to develop training for local producers. Ms. Nielsen noted under their Weights and Measures umbrella, they have tested the retail meters except for Buck Meadows or two within Yosemite National Park and also noted they would be testing the Fair scales the following week for accuracy. She noted that pesticide use enforcement they offer education twice a year, She also noted the pest detection trapper is out in full force. She announced they finished their 2-and-a-half-year work plan for the Noxious weed programs; she noted in 2022, they treated 253 acres. In response to a question from Supervisor Poe, Ms. Nielsen noted that the trapper will do what he can regarding Mountain Lions. Still, he cannot move to remove the animal without the approval of the Fresno Office. Supervisor Forsythe noted in regard to spraying noxious weeds, that winter is generally when spraying is done, and that is tough to do when our county saw as much snow and rain as it did. Supervisor Toso noted she would like to have wildlife services come down to District 3 as they are seeing invasions of wild pigs and coyotes.

Karin Wasil/Yosemite Tourism Bureau gave a map of the town, a book, and a vacation planner to the Board. She noted they have begun vintage artwork stickers, noting they have them for Yosemite, Mariposa, and Coulterville; She noted they have been giving the stickers out at trade shows. She also announced that they are working on replacing the billboard at the county line in Merced.

Steve Ward/Mariposa Fire/Cal Fire Division Chief noted the Coulterville Battalion, there will be a change in the guard. He also mentioned how missed Don Harter will be on the Fish Camp Committee.

Steve Engfer/ Planning Director also noted that Don had been instrumental for many years. He has been so helpful and is a wonderful guy. Mr. Engfer thanked him for his service.

Joe Lynch/Health and Human Services Agency Director noted the agency was awarded a grant for the jail, he also updated the Board on LIHEAP and Cal Fresh.

Dr. Kristina Keheley/Director of Health Services noted that Captain Bobman was also awarded a grant for the jail and staff.

Jeremy Briese/Sheriff thanked Director Lynch and Dr. Kehley for their cooperation and collaboration to help support the daily operations of the Jail.

Wes Smith/OES introduced Ned Freedman as a new OES hire, noting that he has moved forward more quickly, and more details will be coming. He also noted Mr. Freedman will return to the University of Maine. Chair Menetrey welcomed Ned.

Sheriff Briese noted the opening of the Sheriff's office business office at 5284 Highway 49 North which will be open Monday through Friday from 8:00 AM – 5:00 PM. He also noted for the month of July they received 2213 calls for service and had 65 Jail bookings. He noted they had another arson arrest as well as an animal cruelty case and a 300,000 plus illegal marijuana bust. He thanked the Search and Rescue team noting they have been busy in the river canyon. With near drownings.

G. Public Comment on Non-Agenda Items

Mike Brusa noted he speaks every time, also noting he did not have a more specific topic today. He discussed his experience as a Superintendent for a school and how money was budgeted.

Recess Board of Supervisors

10:36 AM Chair Menetrey recessed the Board of Supervisors meeting, and the Clerk of the Board read the government code announcement.

H. LOCAL TRANSPORTATION COMMISSION

10:37 AM Chair Forsythe called the Local Transportation Commission (LTC) meeting to order.

Public Comment Period

Lorraine Freeman/Resident commented stating she has been having a lot of issues with Marigo. She noted being denied rides to Fresno as well as being met with resistance on ride requests.

LTC Regular Agenda

1. **Public Works**

Approve an Agreement with the State of California Department of Transportation in the Amount of $25,000 for the Indian Peak Bridge STIP Project; and Authorize the Mariposa County Local Transportation Commission (MCLTC) Executive Director to Sign the Agreement

Jeannie Morvay-Clayton/Transportation Planning gave the staff report noting they are using the STIP funds to take care of these two small bridges. No public comment. Bord discussion ensued.

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

2. **Public Works**

Approve an Agreement with the State of California Department of Transportation in the Amount of $75,000 for the Harris Road Bridge STIP Project; and Authorize the Mariposa County Local Transportation Commission Executive Director to Sign the Agreement

Jeannie Morvay-Clayton 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

Adjourn LTC

10:46 PM Chair Forsythe adjourned the LTC meeting.

I. Mariposa County Public Finance Corporation

DRAFT

10:46 AM Chair Menetrey called the Mariposa County Public Finance Corporation (MCPFC) meeting to order.

Public Comment Period

None.

Mariposa County Public Finance Corporation Regular Agenda

1. **Administration**

Meeting of the Public Finance Corporation

Contact the Clerk of the Boards Office for the minutes of the Mariposa County Public Finance Corporation for August 1st, 2023.

Adjourn Mariposa County Public Finance Corporation

11:00 AM Chair Menetrey adjourned the MCPFC meeting.

Reconvene as Board of Supervisors

11:00 AM Chair Menetrey reconvened the Board of Supervisors meeting.

J. Regular Agenda Items

1. **Public Works**

Receive a Presentation from Caltrans District 10 on Projects Within Mariposa County

Shannon Hanson/Public Works Director introduced the item and thanked Brian Hooker/Cal Trans, for coming. Mr. Hooker gave handouts to the clerk of the Board and briefed the Board on the projects taking place within the county.

Public comment was received by Karen Glendenning/Fish Camp Resident, who asked if District 10 would be coordinating with District 6 with the work being done on Highway 140. Mr. Hooker noted he would reach out to District 6.

Supervisors Forsythe and Smallcombe thanked Mr. Hooker for bringing this information to the Board.

RESULT: PRESENTATION HELD

2. **Fire**

Approve Second Amendment to The Tenaya Cabins Project Agreement, to Allow Changes to the Level of Service and Training as Specified in Section 4 Paragraph B of the Amended Agreement; and Authorize the Board of Supervisors Chair to Sign the Amendment

Chief Ward gave the staff report, noting that brigade-level response would continue to meet the original mitigation requirements. Chief Ward also noted there were two representatives from Delaware North (DNC) in attendance for questions.

DRAFT

Public comment was received by Karen Glendenning noted her concern was them getting onto Highway 41. She asked if they could also have SCOPE toned out to help emergency personnel.

Board discussion ensued. Brett Archer/DNC noted they took on fire service in 2018. He noted they are excellent in hospitality, but being in the firefighting service has proven difficult.

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

K. Board Recognitions

11:38 AM Chair Menetrey announced J.3 would be moved to L.1, and they would move into Board recognition.

1. **Administration**

   Recognize Tara Schiff as Recipient of the California Association of Local Economic Developers (CALED) Above and Beyond Award

Dallin Kimble noted today is Tara Schiff's last day with Mariposa County, and it's excellent to recognize everything she has done for our community.

Michelle Stevens/CALED gave the staff report. She noted every year, peers nominated and voted on the above-and-beyond award, noting it is a person who goes beyond being a casual member and being a voice for themselves and others.

Ms. Stevens presented the award to Ms. Schiff.

Chair Menetrey noted it was well deserved. Ms. Schiff thanked Ms. Stevens and noted she did bug them a lot for a rural voice, and thanked CALED for everything they had done to assist a rural forum. She also thanked the County for everything they have done to assist her, noting she lost her husband in 2012 and was left with three kids. She teared up, noting this job kept a roof over their head, helped her purchase a home, and put two kids and a soon-to-be third through college.

Chair Menetrey and Supervisors Forsythe, Toso, and Smallcombe all noted how much she has done for this community, as well as how she will be missed.

Public comment was received by Jeanetta Phillips/Made in Mariposa, Marilyn Saunders/Economic Development Corporation, Mikey Goralnik, Noah Schiff/Tara's Youngest Son, Leigh Westerlund/Assistant County Administrative Officer, Elizabeth Darcy/Public Information Officer, Steve Engfer, Zoe Alexander/Business and Personal Friend, and Dallin Kimble all spoke of Ms. Schiff's commitment to this community, her character, dedication, all noting how much she will be missed. Sentiments were also given about everyone's excitement for Noah getting ready to head off to Louisiana State University (LSU). Sentiments of Congratulations rang out in the chambers.

12:11 PM Chair Menetrey recessed the Board, noting they would reconvene at 1:30 PM.

RESULT: PRESENTATION HELD

L. 1:30 PM Reconvene

Chair Menetrey reconvened the meeting and noted J.3 would be taken up first.

1. **Planning**

Approve the Submittal of Grant Application to the Strategic Growth Council's Transformative Climate Communities Program for Planning and Design of the Missouri Gulch Site; Authorize the Board of Supervisors Chair to Sign a Letter of Commitment and Partnership Agreement; and Authorize the Board of Supervisors Chair to Sign the Grant Agreement, If Awarded (Subject to Approval as to Legal Form by County Counsel)

Originally, item J.3 was moved to the first item at 1:30 PM.

Mikey Goralnik/Community Development Planner, introduced the item. No public comment. He noted they have robust aspirations to design to support water quality and quantity issues and fire management. The two parcels' caddie corner are recognized in the document. Board discussion ensued.

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. **Planning**

Approve the Submittal to the Federal Emergency Management Agency's Hazard Mitigation Advanced Assistance Grant Application to Fund 60% Design of a Flood Mitigation Project on the Mariposa Creek Parkway Phase IV for $750,000

Mikey Goralnik gave the staff report.

Public comment was received by Mike Brusa, who noted most of this agenda seems to be grants. He noted he appreciated people working with us but noted it is not new money; it doesn't change the long-term problem.

Board discussion ensued.

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

3. **Planning**

Approve an Application to the Local Transportation Climate Adaptation Program (LTCAP) Program for Mariposa Creek Parkway Phase IV Infrastructure Improvement; Authorize the Board of Supervisors Chair to Sign the Letter of Support; and Authorize the Board of Supervisors Chair to Sign the Grant Agreement, If Awarded (Subject to Approval as to Legal Form by County Counsel)

Mikey Goralnik gave the staff report.

DRAFT

Public comment received by Mike Brusa who noted he liked that this is an adaptation, not a control.

Board discussion ensued.

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

4. **Planning**

Approve the Submittal of the National Endowment for the Arts Own Town Grant Application to fund the Historic Preservation in the Present Tense: Integrating Creative Placemaking Policy and Historic Design Review Guidelines for $150,000; Authorize the Board of Supervisors Chair to Sign the Letter of Support; and Authorize the Board of Supervisors Chair to Sign the Grant Agreement, If Awarded (Subject to Approval as to Legal Form by County Counsel)

Hannah Harrison/Community Design and Development Planner, gave the staff report. Chair Menetrey noted the clerical correction from "own town" to "our town." No public comment.

Board discussion ensued.

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District IV Supervisor Wayne Forsythe
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

5. **Planning**

Receive an Update on the Mariposa Creek Parkway Phase III Trailhead and Destination Park

Mikey Goralnik gave a PowerPoint presentation.

Public comment was received by Mike Brusa, who noted Mr. Goralnik seems like a hustler and speaks in terms of grants.

Elizabeth Darcy thanked the group working on this project. She noted the resources we have are important, and a lot of studies note that if you are connected to your natural resources, you will better protect them.

Board discussion ensued.

RESULT: PRESENTATION HELD

6. **Administration**

Discussion and Direction on Fire Inspection Fee Schedule

Chair Menetrey announced this item was withdrawn and would be rescheduled to the meeting on August 8th.

RESULT: WITHDRAWN

DRAFT

M. Closed Session

2:59 PM Chair Menetrey read the closed-session items. No public comment was received.

Chair Menetrey and Supervisor Smallcombe announced they would recuse themselves for Closed Session M.2.

1. **Board of Supervisors**

CLOSED SESSION: Department Head Review: Farm Advisor

RESULT: CLOSED SESSION HELD

2. **Administration**

CLOSED SESSION: Conference with Real Property Negotiator regarding the Park-and-Ride Located at 4974 Joe Howard Street in Mariposa, California

Supervisors Menetrey and Smallcombe recused themselves. Vice-Chair Forsythe chaired this item.

RESULT: CLOSED SESSION HELD

Report Out

4:04 PM Chair Menetrey reconvened the Board of Supervisors meeting.

Vice-Chair Forsythe noted for Closed Session item 2, which was done first, information as received, and direction was given by Supervisors Forsythe, Toso, and Poe with Smallcombe and Menetrey recused.

Chair Menetrey noted for item one, information was received.

N. Board Information

Information was received.

O. Adjournment

4:09 PM Chair Menetrey adjourned the meeting in memory of Brian Mocygemba.

Respectfully submitted,

Danielle Bondshu
Clerk of the Board

Miles Menetrey
Chair, Board of Supervisors

DRAFT

Mariposa County

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

BOARD OF SUPERVISORS
ACTION SUMMARY MINUTES
AUGUST 3, 2023

DRAFT

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

Chair Menetrey called the meeting to order at 9:01 AM.

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. Closed Session

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

9:03 AM Chair Menetrey recessed the Board into closed session.

1. **Board of Supervisors**

   CLOSED SESSION: Public Employee Performance Evaluation: Public Works and Transportation Director (Government Code Section 54954.5)

RESULT: CLOSED SESSION HELD

2. **Board of Supervisors**

CLOSED SESSION: Public Employee Performance Evaluation: Building Director (Government Code Section 54954.5)

RESULT: CLOSED SESSION HELD

Report Out

11:18 AM Chair Menerey reconvened the meeting and noted information was received for both closed session items.

D. Adjournment

11:18 AM Chair Menetrey adjourned the meeting.

Respectfully submitted,

Danielle Bondshu
Clerk of the Board

Miles Menetrey
Chair, Board of Supervisors

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Mariposa County

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

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

BOARD OF SUPERVISORS
ACTION SUMMARY MINUTES
AUGUST 8, 2023

DRAFT

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

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 of allegiance.

C. Introductions

Steve Ward/Cal Fire/Mariposa Fire introduced John Patton, the new fire mitigation coordinator who graduated from the University of Georgia. He worked for Nature Bridge in Yosemite after coming to Mariposa in 2011. Mr. Patton thanked the Board for allowing him the chance to be there and noted they would see him often to grant items.

Kim Ballard/Deputy Director of Public Health introduced Robert Fowler, who goes by Raider, as the new Public Health Educator.

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

Mike Brusa/Bear Valley Resident commented on CA.1 noting statistics on homelessness in the state. He noted he saw Gavin Newson, as Mayor of San Francisco, giving a speech on the topic of ending homelessness in San

Francisco in 10 years and noted its now more appalling then before.

Mr. Brusa noted again, that the emergency rule over problems is appalling.

Michael Mattheson/Citizen commented on CA.1 noting every time we drive down the highway we see masses of people living on the streets. He noted as a community, we needed to continue to find resolution. He noted he grew up with one or two homeless individuals and everyone knew his name. He noted the people in this room have a place to go and have water. He asked that we meet this with sympathy as this is an issue of community.

Chair Menetrey commented on CA.8 and noted this policy allowed for automated electronic defibrillators in some buildings and now this allows them for all buildings.

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

CA1. **Health and Human Services Agency**

Resolution Continuing a Shelter Crisis Local Emergency in Mariposa County

CA2. **Sheriff's Department**

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

CA3. **Sheriff's Department**

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

CA4. **Administration**

Approve the Second Amendment of the Economic Development Administration (EDA) Financial Assistance Award; and Authorize the Board of Supervisors Chair to Sign the Amendment

CA5. **Agricultural Commissioner**

Approve the Certified Farmers Market Inspections Agreement 23-00041-000-SA for Fiscal Year 2023/2024 with the California Department of Food and Agriculture (CDFA); and Authorize the Board of Supervisors Chair to Sign the Agreement

CA6. **Agricultural Commissioner**

Approve Organic Program Cooperative Agreement No. 23-0094-000-SA for Fiscal Year 2022/2023 with the California Department of Food and Agriculture (CDFA); and Authorize the Board of Supervisors Chair to Sign the Agreement

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CA7. **County Counsel**

Rescind Resolution 2023-260; Adopt a Revised Resolution Designating the Mariposa County Arts Council as the County's Authorized Partner in the California Arts Council's State-Local Partnership Program; and Authorize the Mariposa County Arts Council to Submit Grant Proposals to the State and Local Partnership Program and Execute Grant Contracts, If Awarded

CA8. **County Counsel**

Rescind Resolution No. 2016-199 Approving the Public Access Defibrillator Program Plan; and Adopt a New Automated External Defibrillator Policy

CA9. **Health and Human Services Agency**

Approve an Agreement (23Q-5570) with the California Department of Community Services and Development (CSD) in the Amount of $11,103 for the 2023 Supplemental Low Income Home Energy Assistance Program (SLIHEAP); and Authorize the Board of Supervisors Chair to Sign the Agreement

CA10. **Health and Human Services Agency**

Approve the Appointment of Dr. Eric Sergienko for a seat on the Santa Cruz-Monterey-Merced-San Benito-Mariposa Managed Medical Care Commission

CA11. **Health and Human Services Agency**

Approve Second Amendment to Agreement with Davis Guest Home Increasing the Amount by $10,000 for a New Amount Not to Exceed $130,000 for Personalized Residential Care Services; and Authorize the Board of Supervisors Chair to Sign the Amendment

CA12. **Health and Human Services Agency**

Approve an Agreement with Sierra Quest Human Services Foundation (SQHSF) in the Amount of $400,000 for Short-Term Residential Therapeutic Program (STRTP) Services; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA13. **Health and Human Services Agency**

Approve Revision to Modification Four of the Sub-contractor Agreement with the California Department of Health Care Services for Crisis Care Mobile Units (CCMU) Program; Approve Two Allocations for Peer Supports that Must Be Hired; Decrease the Amount by $49,973.00 for a New Amount Not to Exceed $1,649,231.82; and Authorize the Board of Supervisors Chair to Sign the Revised Modification

14. **Public Works**

Declare the Labor Day Parade a County Sponsored Event

CA15. **Public Works**

Approve Second Amendment with Moore Twining Associates to Extend the Term of the Agreement to

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June 30, 2024; and Authorize the Board of Supervisors Chair to Sign the Amendment

CA16. **Sheriff's Department**

Approve Budget Action Transferring Funds Within the Sheriff's Office Budgets for Fiscal Year 2023 for Year End Balancing Adjustments $200,000 (4/5ths Vote Required)

E. Items removed from Consent Agenda

None.

F. Departmental Presentation

Jeremy Briese/Mariposa County Sheriff thanked his staff for their work. He noted they had more than 2791 plants, two arrests, seized 7 firearms, and another animal neglect case on the books. He noted the animals are still being treated. this one was more severe, and some animals had to be put down. He noted for you Supervisor Poe, whose district has been getting a little attention on thievery and drug addictions, the Sheriff noted they deployed a spear team the previous weekend to identify problem areas and have specialized operations. Supervisor Poe thanked the Sheriff and noted District 2 is thankful for their hard work. In response to Supervisor Menetrey, (animal abuse and neglect), he hoped the DA could stick it to these people.

Joe Lynch/Health and Human Services Director noted they participated in a back-to-school event with nearly 100 children showing up. He noted children are given. He thanked John C. Fremont, Probation, Cal Fire, AAUW, and HHSA for their participation. Director Lynch announced there would be an event the upcoming Saturday at the high school. He noted free backpacks and free clothing as some students have never had new clothes. He thanked Lori Vegley/Teacher and her team for this event. He noted last year, they were able to apply for and receive 13.5 million in grant funds. He noted grant writers are like unicorns, if you get a good one, you hide it and don't let anyone know you have it. In response to Supervisor Smallcombe, Director Lynch noted they would bring back a presentation on the mobile units and showcase the services and resources that are being spread.

Jacob Hawley/Mariposa Visitors Center noted at this time, they are averaging 79 people a day, which is the highest they have ever seen. He noted overall, there are over 17,000 visitors this year, and we are hoping to see 25,000. He noted the most they had seen in a single day was 240 visitors. The front desk staff helped 900+ individuals find rooms. In the escape room, they have had 318 individuals use it. He also noted he recently visited Yosemite and did not wait more than 10 minutes at the entrance.

G. Public Comment on Non-Agenda Items

Marvin Wells/Resident asked if any of the Board members had visited Arlington Cemetery, noting if they hadn't, they should. He noted a few weeks ago, he came before the Board and proposed that they sponsor and display a memorial for the residents who have given their lives in service to others. In response, Supervisor Forsythe noted he would call Mr. Wells as they are working on this request.

Mike Brusa noted it's always interesting to see who is in the audience. He noted generally, it's mostly staff or people who come to receive an award or need something. He began to discuss the Constitution, noting its intent was to limit what the federal government could do.

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H. Regular Agenda Items

1. **Agricultural Commissioner**

Approve Noxious Weed Program Cooperative Agreement No. 23-0094-000-SA for Fiscal Year 2023/2024 and 2024/2025 with the California Department of Food and Agriculture (CDFA); and Authorize the Board of Supervisors Chair to Sign the Agreement. Followed with Discussion and Direction for the Priority of Need for the Noxious Weed Program

Monica Nielsen/Agricultural Commission gave the staff report noting she wants to give the Board the option to choose if the right of way is first or private land.

9:50 AM Tacy Gauthier/Deputy Clerk of the Board II stepped in as Clerk. **9:57 AM** Danielle Bondshu returned as Clerk.

Public comment was received from a phone caller named Mike who noted 120 acres isn't much, he also noted the fund should be used on public lands first.
Board discussion ensued.

DIRECTION: Staff is to focus on using the funds for treating Noxious weeds on the right of ways first for treating noxious weeds.

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

2. **Health and Human Services Agency**

Receive a Presentation on the Community Assessment for Public Health Emergency Response (CASPER) Survey and Telephone Census Assessing Post-Disaster Needs

Dr. Eric Sergienko/County Health Office gave the staff report and introduced Dr. Asha Choudhury/California Department of Public Health, who gave a PowerPoint presentation. No public comment.

Board discussion ensued. In response to Supervisor Smallcombe, Dr. Kristina Keheley ACES is screened for every Behavioral Health client and noted they will be using such information for the Community Health Improvement Plan (CHIP)

RESULT: PRESENTATION HELD

3. **Clerk of the Board**

Discussion and Direction Regarding Appropriate Action, Including Possible Dissolution of Four Committees Prior to their Sunset Dates

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Tracy Gauthier gave the staff report. No public comment.

Board discussion ensued.

ACTION: Dissolve four committees recommended by staff.

DIRECTION: Staff is to give the remaining non-compliant committees a third chance to turn in their annual report or memo to the Board, if no report, the committee can be dissolved.

RESULT: DIRECTION GIVEN

4. **Administration**

Discussion and Direction on Fire Inspection Fee Schedule

11:02 AM Chair Menetrey recessed the Board for a brief break and reconvened at 11:09 AM

Leigh Westerlund/Assistant County Administrative Officer, gave a PowerPoint Presentation along with Chief Ward.

Public Comment was received by Jonathan Noel/Resident who asked if there was a way to have the inspections done together or be a self-inspection form? He also asked if the Board would consider a program for individuals on Social Security or fixed income who may not be able to afford the fees.

Mike Brusa noted there is a conflict of visions. He went further to note we have a structural monopoly since as a government entity there is no competition which makes determining the fees artificial. He noted this is a tax without calling it a tax.

Pete Judy/District 4 He discussed his time as the past Chief Probation officer noting they had to go through some of these inspections and they always received a bill from the State.

Board discussion ensued.

DIRECTION: Staff is to hold off on the implementation of the new fees introduced in the report until Tyler Technologies is implemented and costs can be compared. Staff is to bring back a list of recommended annual inspections for non-mandatory inspections.

RESULT: DIRECTION GIVEN

I. Closed Session

Chair Menetrey read the one closed session item.

Public comment was received by Pete Judy, who noted as the previous Chief Probation Officer, he had worked with 5 County Administrative Officers and had the pleasure and was compelled to come in and say what he felt during his tenure. He noted he appreciated Dallin's leadership and guidance and noted the excitement Mr. Kimble brought in developing a county-wide strategic plan. He noted Mr. Kimble has done a good job of juggling and helping the Board get that information to the Department Heads. He noted no matter what he is speaking about, he noted the honesty and integrity Mr. Kimble shows.

Mike Brusa noted he doesn't quite fully understand the structure of this county. He noted he assumed a

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different structure when he came, one in which Mr. Kimble had more control over the Departments, which is not the case. He noted that Mr. Kimble to accomplish what he has is amazing. Mr. Brusa noted he attended the two budget sessions; he was impressed we had a budget after that session without much public rancor.

12:55 PM Chair Menetrey recessed the Board into closed session.

1. **Board of Supervisors**

CLOSED SESSION: County Administrative Officer (CAO) Review

RESULT: CLOSED SESSION HELD

Report Out

2:32 PM Chair Menetrey reconvened the Board meeting and noted during closed session, information was received.

J. Board Information

Information received.

K. Adjournment

2:34 PM Chair Menetrey adjourned in memory of Mark Steele.

Respectfully submitted,

Tracy Gauthier
Deputy Clerk of the Board II

Danielle Bondshu
Clerk of the Board

Miles Menetrey
Chair, Board of Supervisors

DRAFT

Mariposa County

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

BOARD OF SUPERVISORS
ACTION SUMMARY MINUTES
AUGUST 15, 2023

DRAFT

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

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 read the consent agenda announcement. He noted CA. 8 and 23 require a 4/5th vote. He announced that CA. 5 would be pulled for further discussion. He also noted Regular agenda item I. 3 was withdrawn from today's agenda.

Joe Lynch/ Health and Human Services Director, commented on CA.9, noting she spent 24 years with the County and she would be sorely missed. He also noted for CA.10 that the county is made up of volunteers who are extremely valuable to this community, he noted he appreciates all who give their time to serve on committees.

Mike Brusa/Bear Valley Resident, noted he was thinking over the consent agenda, and he felt there are a lot of items on the consent agenda. He commented again on CA.1. noting the concern for housing on the part of the government is not real. He related this back to his previous job for a water district.

Supervisor Toso commented on CA. 23 wanting to ensure it wasn't general fund monies. Hannah Harrison/Community Planner, noted this is to release the rest of the grant funds and is not pulling from the general fund.

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

CA1. **Health and Human Services Agency**

Resolution Continuing a Shelter Crisis Local Emergency in Mariposa County

CA2. **Sheriff's Department**

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

CA3. **Sheriff's Department**

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

CA4. **Administration**

Approve an Agreement with Kelly Clark for Restoration of Employment Eligibility and Partial Repayment of Voluntary Separation Program Incentives

CA6. **Administration**

Approve a Three-Year Lease Agreement with the 35-A District Agricultural Association in the Amount of $125,784 for Fairgrounds Office Space Used by the University of California Cooperative Extension, the County Agricultural Commissioner, and the Natural Resources Conservation Service; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA7. **Administration**

Approve an Agreement with Liebert Cassidy Whitmore (LCW) in an Amount not to Exceed $500,000.00 for Consultation, Representation, Training Services, Legal Services Including Representation in Negotiations, Administrative, and Court Proceedings, and Other Similar Services that will Assist the Human Resources Office with Personnel-Related Issues for Fiscal Years 2023-2024 and 2024-2025; and Authorize the Board of Supervisors Chair to Sign the Agreement

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CA8. **Auditor**

Approve Budget Action Reducing General Fund Contingency for Postage ($71,239) (4/5ths Vote Required)

CA9. **Board of Supervisors**

Resolution and Tile Plaque Recognizing Jeanie Seymour, Upon Her Retirement as Eligibility Worker II

CA10. **Clerk of the Board**

Appoint Loretta Milne for a Term Expiring August 15, 2026; Appoint Mike Charman for an unexpired Term Ending February 7, 2026; and Re-appoint Paul Bricket for a Term Expiring August 15, 2026 to the Behavioral Health Board (BHB); Recognize the Service of Matt DiPirro to the BHB

CA11. **Fire**

Approve Amended/Added Language within the 2023-2025 Assistance By Hire (ABH) Agreement with Local CAL FIRE Unit; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA12. **Fire**

Approve Mariposa County Fire Reimbursement Cost per Uniform/Personal Protective Equipment Policy

CA13. **Health and Human Services Agency**

Approve an Agreement with Mountain Counties Emergency Medical Services Agency (MCEMSA) in the Amount of $7,499.80 for Emergency Medical Services for Fiscal Year 2022-2023; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA14. **Health and Human Services Agency**

Approve an Agreement with Mountain Counties Emergency Medical Services Agency (MCEMSA) in the Amount of $7,451.40 for Emergency Medical Services for the Fiscal Year 2023-2024; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA15. **Health and Human Services Agency**

Appoint the following as Representatives on the Emergency Medical Care Committee (EMCC): For Terms as follows: (1) 1-year expiring August 15, 2024; (2) 2-years expiring August 15, 2025; (3) 3-years expiring August 15, 2026; (4) 4-years expiring August 15, 2027.

CA16. **Health and Human Services Agency**

Approve an Agreement with American Indian Council in the Amount of $118,990 for Counseling Services; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA17. **Health and Human Services Agency**

Approve a Grant Agreement with the California Department of Public Health (CDPH) for the Amount

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of $31,848 for Career Support Services; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA18. **Health and Human Services Agency**

Approve First Amendment to Agreement with Jackson and Coker Locum Tenens, LLC Increasing the Amount by $20,000 for a New Amount to not Exceed $140,000; and Authorize the Board of Supervisors Chair to Sign the Amendment

CA19. **Health and Human Services Agency**

Approve an Agreement with Transformations in the Amount of $172,375 for Crisis Response Services; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA20. **Health and Human Services Agency**

Approve an Agreement with Transformations in the Amount of $150,000 for Counseling Services; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA21. **Health and Human Services Agency**

Approve an Agreement with GHC of Anberry, LLC in the Amount of $150,000 for Mental Health Services; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA22. **Health and Human Services Agency**

Approve First Amendment to the Annual Subscription Agreement with Binti, Inc. for Software Services Related to Foster Care Case Management; and Authorize the Board of Supervisors Chair to Sign the Amendment

CA23. **Planning**

Approve Budget Action Increasing Revenue and Appropriations in the Planning Budget to Construct and Install the Gateway Elements and Murals for the Mariposa Gateway Enhancement Project ($797,608) (4/5ths Vote Required)

CA24. **Air Pollution Control District (APCD)**

Ratify Grant Agreement G23-PBES-21 in the Amount of $30,000 with the California Air Resources Board (CARB) to Continue to Maintain the Prescribed Burn Air Monitoring Equipment Cache at the Mariposa County Fire Department Headquarters

CA25. **Air Pollution Control District (APCD)**

Ratify Grant Agreement with the California Air Resources Board (CARB) in the Amount of $12,074 to Continue the Community Air Protection Program (CAPP) in Mariposa County Air Pollution Control District for the Ongoing Implementation of Assembly Bill 617 (AB617) and Expend the Funds in Accordance with the Grant Agreement (G21-CAPP-15), AB617, and CARB Requirements

CA26. **Air Pollution Control District (APCD)**

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Ratify Grant Agreement G21-PBRM-12 with the California Air Resources Board (CARB) in the Amount of $20,000.00 for Prescribed Burn Reporting and Monitoring

E. Items removed from Consent Agenda

CA5. **Administration**

Approve a Response to the 2022-2023 Grand Jury Final Report; and Authorize the Board Chair to Sign the Response

Chair Menetrey noted this item has always been on consent. He also discussed how the report was created, noting each Board member sent their comments to the County Administrative Officer, who then prepared the draft.

Public comment was received by Michael Mattheson/Resident noted corruption is a concern and is a cancer. He noted the Board has an opportunity to address those concerns. He noted the response does not show that the county is taking it seriously; he noted he felt the Board was moving without due course. He noted there are contradictions within the letter. He also asked what harm there is to adopting a policy that could aid in situations like this moving forward. He requested that the Board table the item so public comment could be adequately considered.

Jeanne-Anne Pine/Resident, noted she was on a grand jury twice, noting each time they invited individuals to come to meet with them, She noted a difference she sees is individuals used to respond themselves, and now the Board responds for them. She noted the Board responded but noted maybe the process needed to be looked at.

Mike Brusa noted he has lived in Mono, Inyo, Kern, Monterey, and Mariposa, and all counties have grand juries. He noted he believes all government is a monopoly. He discussed being deleted from a Facebook thread for disagreeing. He noted he has never had faith in Grand Jury reports, noting they never actually address the issues of government.

Collen Rhodes/Resident noted the grand jury report; what it indicated to her is that the Oracle system is a multi-million-dollar problem, as well as a new phone contract that represented half a million. She noted she felt sorry that more facts were not given to the grand jury and seemed to spring from a failure within Technical Services. She noted the Grand Jury, in a sense, criticized all employees. She noted it may have been technical services who caused a lack of response, but County superiors should have seen a red flag if they were not being contacted by the Grand Jury. She noted it was troublesome that a dismissive letter was being submitted. She asked how the public was to have any confidence in the process and asked that it be taken seriously.

Supervisor Smallcombe noted this situation is unfortunate; she noted every year that she has been in office, she has been invited to meet with the Grand Jury, except this year. She noted it takes two parties to have a conversation. In response to a question from Supervisor Smallcombe, Steve Dahlem/County Counsel noted there is no threshold in which the grand Jury must meet to issue a subpoena; they have the liberty to issue a subpoena at any moment. Supervisor Smallcombe noted that she had spoken to a constituent who thought there needed evidence to issue a subpoena. She also noted she believes county employees work hard and do

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their best to be responsive.

Supervisor Poe noted this was brought up over the weekend to him he noted this was new to him as in his past, his involvement was on the criminal side. He noted that individuals can make anonymous complaints for investigation. He noted he doesn't know if there was a communication problem, he noted it takes two people to have a conversation, and noted in his seven to eight months he has seen communication on a high level. He also noted he was unsure where the miss took place, but he knew with the individuals he sees and interacts with, he is sure this will be addressed.

Supervisor Forsythe noted nobody is perfect; it's an imperfect board and imperfect government. He noted we as a government try to be better and noted what bothers him is communication is key. He noted he cannot ask individuals about their testimony and doesn't want to tamper with the Grand Jury.

Dallin Kimble/County Administrative Officer noted in the response that the County is genuine when we say we understand their role. He noted Grand Juries in California are unique; in other States, they deal with criminal investigations, and in California, they have the added duty of looking at performance. He noted he could not find an instance in which someone not responding, except one, and it was due to two departments receiving the same request; one didn't respond due to the other department giving the same information. Mr. Kimble noted they have reached out to this year's foreperson and have not yet received a response. He also noted that the Department Heads do not respond directly because their responses are incorporated into the letter. Supervisor Toso noted the Grand Jury is important, but it sounds like a communication issue. In response to a question from Supervisor Toso, Mr. Kimble noted the grand jury members are provided county emails. Supervisor Toso noted when she first read the report, she was upset, as this isn't the type of behavior, she sees from Department Heads. She noted she sees everyone working hard and communicating quite well.

Chair Menetrey noted he, too, was disappointed, he asked if any of the Board members were asked to be interviewed. The remaining four heads shook signifying no, they had not. He noted it frustrated him that he could not get to the bottom of who was "stonewalling" the Grand Jury. He noted he emailed Adrianna Keller and read her response to asking who the culprits were.

Chair Menetrey re-opened public comment.

Michael Mattheson noted he respects the board and their decision, but he has questions. He noted he appreciated Supervisor Forsythe's response, but he asked if the Board cannot question individuals without "metaling with the grand jury" how is that the CAO was able to? He also noted a subpoena is not a threat; it is a legal request. He also noted that if the Board must stay neutral how is it the CAO was able to still investigate?

Joe Lynch thanked Ms. Pine, noting when he began in 2015, he was in a passion that was to respond. He noted this year's report was interesting as he was asked to respond but for the first time in four years, was not interviewed.

Jeremy Briese/Sheriff noted as an elected official, he wanted to thank the Grand Jury. He noted they did not see these issues; the Grand Jury spent a lot of time in the Jail facility. He noted he felt the County should use this to work towards the positive for the future, noting communication is key.

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Karen Glendenning/Fish Camp resident asked about the Local Transportation Commission, Chair Menetrey noted we are not there yet.

Chair Menetrey read an email from Collen Rhodes, who thanked the Chair for explaining and noted that it shouldn't be on consent.

Mike Brusa noted in terms of public comment, he didn't believe he has ever seen public comment be re-opened. He noted he is cynical as he believes Grand Juries aren't looking at the root of the real issues. He noted he moved to this community because it was small. He noted when he interacts with County employees, he is treated as a human being.

Lorraine Freeman/Resident, noted her concern is with how Oracle got selected. She wanted to know what the process was and if there was a thorough investigation done.

Supervisor Toso asked Director Lunch if he received a call, email, or subpoena from the Grand Jury. Director Lynch stated no, he had not.

Supervisor Poe noted it is interesting that they have the ability and authority to reach out to individuals, but it seems clear that there are several departments that are giving the impression that there was no attempt at communication, except when subpoenas were issued.

Mr. Kimble noted he agreed, it was as simple as an email. He also wanted to highlight that most noted they did not receive a request until a subpoena was issued.

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

F. Departmental Presentation

Steve Engfer/Planning Department noted they have been meeting with the town merchants, and are working in conjunction, and we will be moving forward with revamping the Mariposa Town Planning Advisory Committee. He noted he would work with the Clerk of the Board's office on releasing vacancies.

Shannon Hansen/Public Works and Transportation Director noted the work downtown is moving along well. She noted she is happy to say all the manholes have been replaced in the Caltrans right of way. She noted communication has been had with the contractors in regard to the Holiday weekend and Labor Day Parade. She also gave a shout-out to Elizabeth Darcy who has been pushing so much information out.

Ryan Oliphant/Chief Probation Officer gave an update on the mobile probation unit while pictures were put up on the screen. He noted this will get services to clients and it comes with a kitchen, bathroom, Star link, solar, and a generator. He noted the goal is to bring services to clients, especially those who live remotely.

DRAFT

Danielle Bondshu/Clerk of the Board, gave an update on August 29th, noting a Town Hall will be held in the Chamber from 5:30 PM to 7:30 PM to get input from the public on the county website.

Wes Smith/OES gave an update on winter events in December and February. He noted for individuals to call 209-966-3615 to ask for Raquel, and she could provide details on the various programs he read off. He went into further details on the program.

Dallin Kimble noted the County will have a booth at the fair to get information out to the public including on the ADU Workbooks. He also noted the results of the community survey are in and he will be following up with Town Halls and they are looking at a strategic plan retreat.

G. Public Comment on Non-Agenda Items

None.

Recess Board of Supervisors

11:05 AM Chair Menetrey recessed the Board of Supervisors meeting.

H. LOCAL TRANSPORTATION COMMISSION

11:05 AM Chair Forsythe called the meeting of the Local Transportation Commission to order.

Public Comment Period

None.

LTC Regular Agenda

1. **Public Works**

Adopt a Resolution Approving State of Good Repair Project List for FY 2023/2024

Jeannie Morvay-Clayton/Planning Transportation gave the staff report.

Public comment was received by Mike Brusa who noted whatever money we can claw back from the state, however, $125 million which is dolled out, generates a department somewhere else. He noted a small county like ours that gets $28,000.

11:10 AM Danielle Bondshu stepped away and Katherine Slenders stepped in as Clerk. Ms. Bondshu returned as Clerk at 11:13 AM.

Karen Glendenning noted when planning in the future, she asked that Fish Camp be included as areas in District 1 are considered not feasible.

RESULT: **Adopted (UNANIMOUS)**

DRAFT

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

Adjourn LTC

11:16 AM Chair Forsythe adjourned the LTC meeting.

Reconvene as Board of Supervisors

11:16 AM Chair Menetrey reconvened the Board meeting.

I. Regular Agenda Items

11:18 AM Chair Menetrey recessed the Board for a brief break and reconvened at 11:25 AM.

4. **Clerk of the Board**

Receive a Presentation by National Park Service, Providing an Update on Yosemite Visitor Access Management Plan

Chair Menetrey noted that item I.4 was to be taken up at 11:00 AM, due to time constraints, it began at 11:25 AM.

Cicely Muldoon/Superintendent of the National Park Service (NPS), introduced Rachel Collins/NPS, who gave a PowerPoint presentation.
Public comment was received by Jonathan Noel/Resident, who noted he believes they should have a senior pass for seniors and include not needing a reservation.

Jonathan Farrington/Tourism Bureau noted he had received questions on what years of data are being used for their plan, noting this year, they have seen significant road closures, traffic issues, employee issues, etc. He also noted that COVID shortfalls for international travel are still being seen.
Jim Evans/Resident noted a mission is the protection of the watershed; all the lines of cars, and people are not good for the watershed. He also suggested they look at the 1980s management plan.

Jonathan Noel spoke again, asking if they have considered putting a parking structure in the valley.

Ms. Collins began addressing questions, noting the senior pass is an idea that could be considered. Superintendent Muldoon noted that they are looking at multiple years as far as what data will be used. Ms. Collins continued by noting they are looking at the 1980's General Management Plan as well as the River Plan. She noted in regard to Mr. Noel's second question, they want to be thoughtful of the historical culture. Kathleen Morris/NPS also noted when the river plans were developed, it was to preserve the valley, not to build more infrastructure.

Board discussion ensued.

RESULT: PRESENTATION HELD

DRAFT

1. **Public Works**

Waive the First Reading and Introduce an Ordinance Titled "An Ordinance Amending Chapter 13.02 of the Mariposa County Code to Update Policy for Discontinuation of Residential Water Service"

Sam Cerveny/Deputy Director of Public Works, gave the staff report. No public comment. Board discussion ensued.

RESULT: INTRODUCED

2. **Public Works**

Approve an Agreement with R. Sutton Enterprises, LLC for the Holtzel Road Storm Repair Project in the Amount Not to Exceed $487,500.00; and Authorize the Director of Public Works & Transportation to Sign the Agreement

Shannon Hansen gave the staff report.No public comment. Supervisor Poe gave kudos.

RESULT: **Adopted (UNANIMOUS)**
MOVER: District II Supervisor Shannon Poe
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

3. **Administration**

Discussion and Direction Regarding Microenterprise Grant Application in the Amount of $10,000 for Mariposa Wellness Clinic

RESULT: WITHDRAWN

5. **Planning**

Approve the Final Design of the Mural to be located at APN 013-182-002 (5041 Hwy 140); Authorize the Board of Supervisors Chair to enter into a Lease Agreement with Jennifer and Peter Kiser for Installation of a Mural at this location; and Authorize the Board of Supervisors Chair to Sign a Property Use Agreement with The Garber Family Trust for Installation of this Mural on the Adjacent Property

Hannah Harrison/Community Design and Development Planner, gave the staff report.

Public comment received by Jenny Kaiser/building owner, noted she and her husband are excited about this project, and they can't wait to see it go up.

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

DRAFT

6. **Planning**

Approve the Submittal of a Grant Application to the Regional Resilience Planning and Implementation Grant Program from the Governor's Office of Planning and Research to Develop a Climate Resilence and Adaptation Strategy for $300,000; Authorize the Board of Supervisors Chair to Sign the Letter of Support; and Authorize the Board of Supervisors Chair to Sign the Grant Agreement, If Awarded (Subject to Approval as to Legal Form by County Counsel)

Steve Engfer gave the staff report.

In response to Supervisor Poe, Mr. Engfer defined environmental justice as a history of industries where considerations of the impacts of those things of that sort are addressed.

Public comment was received by Mike Brusa, who noted here is another thing being directed with money from the government. He noted the coercion of the government doing what it wants, noting he is sure it's going to run a rough shot over property rights.
Board discussion ensued.

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

7. **Planning**

Receive a Presentation by the Planning Director, Providing an Update on the Agriculture and Working Landscape Conservation Plan

Steve Engfer gave a PowerPoint presentation with Hannah Harrison. Supervisor Forsythe thanked them and asked if they considered working with 4-H and FFA. Mr. Engfer noted they had contacted Buzz Arnold/Ag Teacher to see if the students could do a speech about the project.
Public comment was received by Monica Nielsen/Agricultural Commissioner, who requested that the Board and public read this thoroughly before adoption. Supervisor Smallcombe asked what role she played, and Commissioner Nielsen noted they had added a few comments and concerns.

Mike Brusa noted he grew up in Salinas Valley, where the agriculture is amazing. He noted he generally gets nervous to see a plan from a planner as you cannot plan complex systems.

Mikayla Cory/Agriculture and Standards Inspector noted they have mentioned the Terracount a few times, but the plan notes it is incomplete.

Board discussion ensued.

DRAFT

RESULT: PRESENTATION HELD

8. **Administration**

Receive a Presentation on the Enterprise Resource Planning (ERP) System in Oracle

Leigh Westerlund/Assistant County Administrative Officer, gave a PowerPoint presentation. She noted in response to a question this morning from Lorraine Freeman there is documentation and information on the NextRequest system that can be accessed.

Public comment was received by Colleen Rhodes, who noted she has been looking at Oracle for a while now. she noted in 2018, the RFQ was approved and then awarded in Feb. of 2019. She then gave costs of items that have come forward, noting its cost of over $3.5 million, not including the full-time positions to support Oracle. She noted she wanted to know what Oracle, DLT, and Graviton have cost up to date and moving forward.

Kristie Mitchelle/Sheriff's Office noted the county went from living in a tent to getting the keys to a kingdom with Oracle. She noted it allows them to look at their budget and expenses. She also noted it has allowed them to provide better service to their vendors. She also has taken input from meetings and come back with solutions that have created a comradery.

Ms. Westerlund noted, in response to Ms. Rhodes's questions, that they would need to work to pull those numbers together. She also noted they had a staff committee to come up with what was needed, and GFOA assisted in finding a system that would meet the needs.

Supervisor Smallcombe asked that in the next report to the Board, they run through the cost.

Board discussion ensued. Ms. Westerlund noted she would be embarking on a listening tour to talk to each department and would keep the Board apprised.

RESULT: PRESENTATION HELD

K. Board Information

Chair Menetrey asked the Board to schedule a special meeting in regards to an upcoming item that is scheduled for September 12th with the Code Compliance Advisory Committee. At Board's consensus, the Clerk of the Board was directed to work with the Planning Department to schedule a special meeting.

Information received.

J. Closed Session

2:24 PM Chair Menetrey read both items. No public comment was received on either. Chair Menetrey recessed the Board into closed session at 2:25 PM.

2:26 PM Chair Menetrey reconvened and noted these two items have been withdrawn and will return at a later date.

DRAFT

1. **Board of Supervisors**

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

RESULT: WITHDRAWN

2. **Board of Supervisors**

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

RESULT: WITHDRAWN

L. Adjournment

2:27 PM Chair Menetrey adjourned in memory of Maureen Margaret (Skopp) Petroff, John Raymond Schroeder, and Clifton Barnard.

Respectfully submitted,

Katherine Slenders
Deputy Clerk of the Board II

Danielle Bondshu
Clerk of the Board

Miles Menetrey
Chair, Board of Supervisors

DRAFT

BOARD REPORT ON CAO EXECUTED CONTRACTS CA.5

Board Agenda Item for September 12th, 2023

Contractor	Amount	Term	Service	Department
Economic and Planning Systems, Inc	$48,620	7/5/23 to 9/1/23	Countrywide Retail Demand Marketing Study	ADMIN
Downey Brand LLP	$60,000	7/1/23 to 6/30/26	Representation for Accessibility Matters	CoCo
Mother Lode Job Training	$37,500	7/1/22 to 6/30/23	Assessment	HHSA
California Association of Enviromental Health Administrators	$60,000	7/1/23 to 12/31/23	To Preform Duties as a Registered Enviromental Health Specialist (REHS) as Required by State Regulated Programs	HHSA
Aegis Treatment Center	$45,000	7/1/23 to 6/30/24	Professional Service- Inpatient Recovery	HHSA
Community Social Model Advocates Inc	$25,000	7/1/23 to 6/30/24	Professional Service- Inpatient (Residential Recovery)	HHSA
Jennifer Buczko, MA LPCC	$30,000	7/1/23 to 6/30/24	Professional Service- Counseling (PEI)	HHSA
Native Solutions Family Guidance Center	$40,000	7/1/23 to 6/30/24	Inpatient	HHSA
Aqua Sierra Controls	$35,000	7/1/23 to 6/30/24	Instrument Calibration and Maintenance Services of Lift Stations	PW
AC Salvage	$60,000	7/1/23 to 6/30/24	Appliance Recycling Services	PW
Bartle Wells Associates	$55,000	1/18/21 to 6/30/24	Water and Sewer Rate Studies	PW
Advanced IPM	$38,000	7/1/23 to 6/30/24	Pest Control at Various County Buildings	PW
WSP USA Inc.	$38,010	7/1/23 to 6/30/24	Water Quality and Landfill Gas Monitoring	PW
OCV, LLC	$40,000	7/1/23 to 6/30/26	Sheriff's Office App	SO

APA= Assistant Purchasing Agent (Department Head)

BOARD REPORT ON CAO EXECUTED CONTRACTS CA.5

Board Agenda Item for September 19th, 2023

Contractor	Amount	Term	Service	Department
Mariposa County Resource Conservation District (MCRCD)	$50,000	7/1/23 to 6/30,24	Natural Resources Conservation Services (Foresst & Watershed Health)	ADMIN
Northern Mariposa County History Center (NMCHC)	$24,000	7/1/23 to 6/30,24	Grant Agreement for Coulterville Museum/History Center Activities	ADMIN
Community Social Model Advocates INC	$35,000	7/1/22 to 6/30/23	Inpatient Residential Recovery	HHSA
Crisis Support Services After-Hour	$44,100	7/1/23 to 6/30/24	Intervention	HHSA
Quest Community Counseling Services	$39,180	7/1/23 to 6/30/24	Counseling	HHSA
VANco of Northern California	$60,000	8/1/23 to 12/31/23	Vehicle Conversion	HHSA
360 Pipeline Inspections LLC	$31,000	8/16/23 to 10/31/23	Yosemite West Sewer Inspection	PW
KPA Group	$32,850	2/21/23 to 6/30/27	KPA Group Task Order No. 2	PW
Mark Thomas	$35,987	2/21/23 to 6/30/27	Mark Thomas Task Order No. 4	PW

APA= Assistant Purchasing Agent (Department Head)

MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING: September 19, 2023

TO: The Board of Supervisors

FROM: Danielle Bondshu, Clerk of the Board

RE: Department Head Signed Agreements

RECOMMENDATION AND JUSTIFICATION

Department Head Signed Agreements

Receive the List of Agreements Entered into the Mariposa County Department Heads (Assistant Purchasing Agents) Pursuant to County Code Chapter 3.08 Entered Into, Received and Processed in July and August of 2023.
Per Resolution 05-400, the Board is to receive a monthly informational item with a synopsis of agreements entered into for that particular month.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board receives a synopsis of Department Head Executed Agreements each month.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

The Board will be unaware of the contracts that the Department Heads have authorized as Assistant Purchasing Agents.

FINANCIAL IMPACT

ATTACHMENTS

1. **Dept Head Approved Agreements 9-12-23**
2. **Dept Head Approved Agreements 9-12-23 AUG**

VOTE RESULT

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

Department Head Approved Agrement

Board Agenda Item for September 12th, 2023

Contractor	Amount	Term	Service	Department
Mountain Top Media	$2,377	Complete upon Installation	Installation of a UPS on the Sound System	COB
Castle Dearing Services	$900	4/1/23 to 6/30/23	First Aid/CPR/AED Training for DA's Office	DA
Fire Suppression Technology Inc	$10,000	12/1/22 to 6/30/23	Service Maintenance and Security	HHSA
GCH of Anberry, LLC DBA Anberry Nursing and Rehabilitation Center	$20,000	7/24/23 to 8/24/23	Inpatient	HHSA
Cheryl Berg	$15,000	7/1/23 to 6/30/24	Library Literacy Program	Library
Jon Wurl	$3,300	7/10/23 to 12/31/23	Literacy Grant Computer Workshops and Assistance	Library
The Nature of Wildworks, Inc	$675	7/13/23 to 7/23/23	Animal Shows for Summer Reading Program	Library
Pilar Aurea Calderon	$6,500	7/1/23 to 12/31/23	ESL Literacy Program Assistance	Library
JCF Healthcare District	$18,000	7/1/23 to 6/30/26	Basic Medical Assessments for Juveniles	Probation
47th Place Carpet One	$3,000	8/4/23 to 10/31/23	Carpet Installation at Building Depatment	PW
Griswold Industries	$7,000	6/1/23 to 6/30/23	Pressure Relief Valve Repair in Yosemite West	PW
Gary Reeves Inc	$3,545	8/1/23 to 10/31/23	Ifuel Tank Inspection at the Airport	PW
El Dorado Septic Service	$3,000	7/1/23 to 6/30/24	Septic Services for County Fire Station	PW
AMCS Group	$3,200	6/1/23 to 5/31/24	Software Support for PC Scales at the Landfill	PW
Jorgensen Company	$9,100	7/1/23 to 6/30/24	Fire Extinguisher and Fire System Service	PW
Mariposa Portable Sanitation	$20,000	7/1/22 to 6/30/23	Portable Sanitation and Septic Service	PW
S&S Electric	$9,900	8/28/23 to 10/31/23	Electrical Work on Generator at Midpines Fire Station	PW
OCV,LLC	$8,490	7/1/23 to 6/30/26	Sheriff's Office App	SO

APA= Assistant Purchasing Agent (Department Head)

Department Head Approved Agrement

Board Agenda Item for September 19th, 2023

Contractor	Amount	Term	Service	Department
John C. Fremont Healthcare District	$20,000	11-01-23 to 10-31-26	Blood Draw Services	DA
Law & Associates Investigations	$5,500	7/1/23 to 6/30/26	Pre-Employement Background Investigations	DA
J. Melton and Associates	$4,000	7/1/23 to 6/30/24	Consultation Services	HHSA
James W Holden	$5,500	7/1/23 to 6/30/24	Consultation Services	HHSA
Timely Fire Protection	$2,150	7/1/23 to 8/31/23	Inspection	HHSA
Anna Friedland	$5,250	8/2/23 to 6/30/24	Foothill Art and Lecture Series	Library
Celeste Freemen	$500	8/1/23 to 8/31/23	Workshop to Help Children Reading Below Grade Level	Library
RJ's Quality Painting	$13,740	8/22/23 to 10/1/23	Gateway Elements Mural Wall Preparation (Paseo)	Planning
A Step Forward	$20,000	7/1/23 to 6/30/24	Juvenile Risk Assessments	Probation
Terrence Fick	$15,000	7/1/23 to 6/30/24	Pre-Employment Background Investigations	Probation
Barton Overhead Door	$360	8/1/23 to 9/30/23	Repair Greeley Hill Fire Station Door	PW
Stephen Dahlin DC	$3,125	7/1/23 to 6/30/24	Physical Exam for Commercial Drivers	PW
Mariposa Portable Sanitation	$20,000	7/1/23 to 6/30/24	Portable Sanitation and Septic Services at Various County Facilities	PW
Mariposa Alarm and Video	$1,200	9/1/23 to 10/31/23	Installation of Fiber Optic at Technical Services Office	PW
Donlee Pump Company	$20,000	8/1/23 to 10/31/23	Fuel Pump Installation at Coulterville Roads Yard	PW
Mariposa Window Cleaning	$1,200	9/1/23 to 10/31/23	Window Cleaning at Mariposa County Courthouse	PW
Mountain Aire Heating & Air	$4,500	9/1/23 to 10/31/23	Installation of Mini Split in PW Conference Room	PW
Stericycle Inc	$10,500	7/1/23 to 6/30/24	Medical Sharp Collection at the Landfill	PW

Summit Electric	$3,306	8/7/23 to 9/30/23	Electrical Services at Building Department	PW
The Water Connection Inc	$4,000	7/1/23 to 6/30/24	Backflow Testing at Various County Buildings	PW
Tri-County Pump & Well Service	$10,750	8/11/23 to 9/30/23	Well Pump Installation at Midpines Park	PW
United Floor Covering	$11,000	9/18/23 to 10/31/23	Carpet Installation at Airport Terminal Building	PW
Yosemite Falls Well Drilling	$350	8/9/23 to 9/30/23	Midpines Fire Station Well Pump Repair	PW
Tri-County Pump & Well Service	$7,500	8/11/23 to 9/30/23	Installation of Well Pump at Midpines Park	PW
Mariposa Mini Storage	$931	8/1/23 to 7/31/24	Storage Unit C8 for UCCE Mariposa	UCCE
Mariposa Mini Storage	$789	10/1/23 to 9/31/24	Storage Unit H5 for Master Gardeners	UCCE
APA= Assistant Purchasing Agent (Department Head)				

MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING: September 19, 2023

TO: The Board of Supervisors

FROM: Steve Dahlem, County Counsel

RE: Accept Resignations and Recognize Vince Kehoe, Patience Good, and Ben Goger for their Service on the Mariposa County Safety Committee; Re-Appoint Ryan Oliphant and Wes Smith as Management Representatives and Erick Hanneman, Yvonne Anthony, and Matthew Rouse as Rank & File Representatives; and Appoint Matt Johnson as a Management Representative and Weston Carroll, Mike Wise, and Lynn Mattos as Rank & File Representatives to the Mariposa County Safety Committee for a Two Year Term Ending September 28, 2025

RECOMMENDATION AND JUSTIFICATION

Accept Resignations and Recognize Vince Kehoe, Patience Good, and Ben Goger for their Service on the Mariposa County Safety Committee; Re-Appoint Ryan Oliphant and Wes Smith as Management Representatives and Erick Hanneman, Yvonne Anthony, and Matthew Rouse as Rank & File Representatives; and Appoint Matt Johnson as a Management Representative and Weston Carroll, Mike Wise, and Lynn Mattos as Rank & File Representatives to the Mariposa County Safety Committee for a Two Year Term Ending September 28, 2025.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board approved the establishment of a "Safety Commission and Advisory Committee" on April 23, 1991 in order to comply with California Labor Code Section 6401.7, which is still prevailing law. On July 7, 2015, the Board amended the Commission and renamed it to "Mariposa County Safety Committee" and subsequently approved Bylaws on August 15, 2017.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

The Board may appoint different members to the Safety Committee.

FINANCIAL IMPACT

None.

ATTACHMENTS

None

VOTE RESULT

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

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-507

MEETING: September 19, 2023

TO: The Board of Supervisors

FROM: Steve Dahlem, County Counsel

RE: Approve a Legal Services Agreement with Wanger Jones Helsley PC to Provide Legal Services to the County of Mariposa and its Officials and Employees; and Authorize the Board of Supervisors Chair to Sign the Agreement

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RECOMMENDATION AND JUSTIFICATION

Approve a Legal Services Agreement with Wanger Jones Helsley PC to Provide Legal Services to the County of Mariposa and its Officials and Employees; and Authorize the Board of Supervisors Chair to Sign the Agreement.

This Agreement retains the law firm of Wanger Jones Helsley PC to represent the County of Mariposa and its officials and employees in a legal action filed by Jolin Luis in Mariposa County Superior Court against the County of Mariposa. The complaint alleges dangerous conditions and negligence.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board has previously approved legal services agreements with Wanger Jones Helsley PC in a number of other matters.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Other arrangements will need to be made to defend the County and its officials and employees in this matter.

FINANCIAL IMPACT

Undetermined

ATTACHMENTS

1. **Legal Svs. Agt-Jolin Luis**

VOTE RESULT

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

WANGER JONES HELSLEY PC
ATTORNEYS

OLIVER W. WANGER
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RILEY C. WALTER
PATRICK D. TOOLE
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JOHN P. KINSEY
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August 24, 2023

VIA UNITED STATES MAIL

Steven W. Dahlem, Esq.
Mariposa County Counsel
5100 Bullion St.
P. O. Box 189
Mariposa, CA 95338

Re: Fee Agreement
Jolin Luis v. County of Mariposa, et al.

Dear Mr. Dahlem:

Thank you for asking our firm to represent the County of Mariposa in connection with the Jolin Luis v. County of Mariposa, et al. matter. Consistent with our ethical and professional responsibilities, this letter will confirm the terms of this representation.

The value of our services is based upon actual time spent by the attorneys and legal assistants working on your representation. We charge for our time in minimum units of one-tenth of an hour. All attorneys of the firm are assigned hourly rates. At present, the attorneys' rates range from $180 to $595 per hour. My hourly fee for this representation will be $495. The hourly fee for Patrick Toole will be $475. The hourly rate for law clerks and paralegals is presently $140 to $180 per hour. We reserve the right to increase this hourly rate at any

time during the course of our representation upon written notice.

We attempt to serve our clients with the most effective support systems available while at the same time allocating the costs of these systems in accordance with the extent of usage by individual clients. Therefore, in addition to our fees for legal services, we also charge separately for certain cost and expense disbursements as described in the attached schedule. Large disbursement billings may be forwarded to you for direct payment.

Any estimates of anticipated fees which we provide, whether for budgeting purposes or otherwise, are necessarily only an approximation of potential fees. Actual fees are determined in accordance with the policies outlined above and are often the result of factors beyond our control, e.g., the actions of adverse parties or their attorneys.

Our representation is a matter of mutual consent. Accordingly, you may discharge us at any time and we may withdraw from this representation with your consent or for good cause. Good cause includes breach of the terms of this agreement (including failure to pay all billing statements when due), your refusal to cooperate with us or to follow our advice on a material matter, or any other fact or circumstance which would render our continuing representation impractical, unlawful or unethical.

When our services conclude for whatever reason, all unpaid charges will become immediately due and payable. After our services conclude, we will, upon your request, deliver your file to you along with any of your property or any balance of your funds in our possession.

We bill monthly. We expect payment within thirty (30) days of receipt of our billing. Outstanding bills not paid within sixty (60) days may be charged monthly interest at the rate of 8 percent per annum or .667% per month.

While I will be the attorney primarily responsible for your representation, I may, if I believe it necessary, have other attorneys or paralegals participate in representing your interests. Although we represent our clients within the bounds of ethics and the law, we cannot guarantee the successful

conclusion of any legal matter or the favorable outcome of any legal action.

We maintain errors and omissions insurance which is in excess of the limits which are required by the State Bar for matters of this type.

If you agree to the terms of this letter, please date and sign one of the duplicate originals of this letter and return it to us.

Thank you for giving us this opportunity to be of service. Please feel free to call at any time if you have questions or concerns.

Sincerely,

WANGER JONES HELSLEY PC

Oliver W. Wanger

OWW/dlp
Enclosures

The County of Mariposa agrees to the terms set forth in this letter.

Dated: _____

County of Mariposa

By:_____
Miles Menetrey
Chair of the Board of Supervisors

Dated: _____

Approved as to form:

_____
Steven W. Dahlem
County Counsel

WANGER JONES HELSLEY PC
SERVICE CHARGES

Client delivery; errands; special court runs	Actual Cost/minimum charge of $10.00 for delivery
Mileage	65.5¢ per mile (or current IRS rate whichever is greater)
Photocopies	$.15 per page
Postage	Actual Cost
Telephone	Actual Cost
LEXIS NEXIS	Actual Cost

Please Note: Delinquent accounts may be assessed monthly interest at the rate of 8 percent (8%) per annum.

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-508

MEETING: September 19, 2023

TO: The Board of Supervisors

FROM: Mike Van Loben Sels, Unit Chief

RE: Request Board of Supervisors to Accept OTS Grant for $135,000.00 to Upgrade Aging Extrication Equipment; and Authorize Department Head and Designated Names/Positions Identified Within the Agreement to Sign

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RECOMMENDATION AND JUSTIFICATION

Request Board of Supervisors to Accept OTS Grant for $135,000.00 to Upgrade Aging Extrication Equipment and Authorize Department Head and Designated Names/Positions Identified Within the Agreement to Sign.

This specific agreement has several identified roles to manage this grant and therefore requires signatures of those roles. Therefore, the request is for BOS to authorize those identified roles to sign the agreement.

BACKGROUND AND HISTORY OF BOARD ACTIONS

Mariposa County Fire Department's extrication equipment is aging and in need of replacement. OTS Grants are routinely utilized by local government agencies for funding of traffic-related equipment. Such as extrication equipment. This grant will allow County Fire to begin the replacement of aged hydraulic equipment to include expired extrication/ stabilization air bags. Mariposa County Fire has been and currently is the designated emergency response agency that provides vehicle extrication services.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Mariposa County Fire will need to continue to look for alternate funding sources to upgrade and/or replace aged extrication equipment.

FINANCIAL IMPACT

This is a reimbursement grant with no match.

ATTACHMENTS

1. **EM24018 Draft Grant Agreement 3**
2. **EM24018 Equipment Costs Breakdown & Stations**

VOTE RESULT

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

1. GRANT TITLE
Regional Crash Response and Extrication Improvement Program

2. NAME OF AGENCY
Mariposa County

3. Grant Period
From: 10/01/2023
To: 09/30/2024

4. AGENCY UNIT TO ADMINISTER GRANT
Mariposa County Fire Department

5. GRANT DESCRIPTION
The city/county/fire protection district will serve as the lead agency for a regional extrication equipment distribution grant for their county. The extrication equipment is used by first responders to safely extricate victims trapped in traffic crashes. Best practice strategies will be used to reduce the response time for the arrival of appropriate extrication equipment to traffic crash scenes and the time to extricate the victims of traffic crashes, thus increasing survivability. The grant will provide funding for new equipment and training for fire departments without extrication equipment or those that have existing equipment that has reached the end of its usable lifespan and is in need of replacement.

6. Federal Funds Allocated Under This Agreement Shall Not Exceed: $135,000.00

7. TERMS AND CONDITIONS: The parties agree to comply with the terms and conditions of the following which are by this reference made a part of the Agreement:

- Schedule A – Problem Statement, Goals and Objectives and Method of Procedure
- Schedule B – Detailed Budget Estimate and Sub-Budget Estimate (if applicable)
- Schedule B-1 – Budget Narrative and Sub-Budget Narrative (if applicable)
- Exhibit A – Certifications and Assurances
- Exhibit B* – OTS Grant Program Manual
- Exhibit C – Grant Electronic Management System (GEMS) Access

*Items shown with an asterisk (*), are hereby incorporated by reference and made a part of this agreement as if attached hereto.

These documents can be viewed at the OTS home web page under Grants: www.ots.ca.gov.

We, the officials named below, hereby swear under penalty of perjury under the laws of the State of California that we are duly authorized to legally bind the Grant recipient to the above described Grant terms and conditions.
IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

8. Approval Signatures

A. GRANT DIRECTOR
NAME: Steven Ward
TITLE: Assistant Chief
EMAIL: steven.ward@fire.ca.gov
PHONE: (559) 706-8803
ADDRESS: P.O. Box 162
Mariposa, CA 95338

(Signature) *(Date)*

B. AUTHORIZING OFFICIAL
NAME: Mike van Loben Sels
TITLE: Fire Chief
EMAIL: mike.vanlobensels@fire.ca.gov
PHONE: (559) 706-8800
ADDRESS: P.O. Box 162
Mariposa, CA 95338

(Signature) *(Date)*

C. FISCAL OFFICIAL
NAME: John Patton
TITLE: Wildfire Mitigation Coordinator
EMAIL: jpatton@mariposacounty.org
PHONE: (209) 742-1303
ADDRESS: P.O. Box 162
Mariposa, CA 95338

(Signature) *(Date)*

D. AUTHORIZING OFFICIAL OF OFFICE OF TRAFFIC SAFETY
NAME: Barbara Rooney
TITLE: Director
EMAIL: barbara.rooney@ots.ca.gov
PHONE: (916) 509-3030
ADDRESS: 2208 Kausen Drive, Suite 300
Elk Grove, CA 95758

(Signature) *(Date)*

E. ACCOUNTING OFFICER OF OFFICE OF TRAFFIC SAFETY	9. SAM INFORMATION
NAME: Carolyn Vu ADDRESS: 2208 Kausen Drive, Suite 300 Elk Grove, CA 95758	SAM #: PNG4LUYEKK53 REGISTERED ADDRESS: 5100 Bullion Street FL2 CITY: Mariposa ZIP+4: 95338-0000

10. PROJECTED EXPENDITURES

FUND	CFDA	ITEM/APPROPRIATION	F.Y.	CHAPTER	STATUTE	PROJECTED EXPENDITURES
				AGREEMENT TOTAL		**$135,000.00**
				AMOUNT ENCUMBERED BY THIS DOCUMENT **$135,000.00**		
I CERTIFY upon my own personal knowledge that the budgeted funds for the current budget year are available for the period and purpose of the expenditure stated above.				PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT **$ 0.00**		
OTS ACCOUNTING OFFICER'S SIGNATURE		DATE SIGNED		TOTAL AMOUNT ENCUMBERED TO DATE **$135,000.00**		

1. PROBLEM STATEMENT

Mariposa County is a rural county spread out over 1500 square miles. The terrain varies from rolling grass lands, foothills, and peaks at the top of the Sierra Nevada Mountain range. Amongst the 1500 Square miles is 18 dispersed and mainly disadvantaged communities, we have no incorporated cities in Mariposa County. The total County population is approximately 18,000, of which there are 10,000 registered voters/taxpayers. The population consists of 25% under the age of 18, 17% over the age of 65 and 15% below the poverty line.

Most communities are disconnected by distance and terrain. Many of the communities can be isolated throughout the year either due to weather events or wildland fire. Mariposa County averages 3-5 declared disasters every year which impact the ability to deliver basic public services. Public roadways within the County consist of approximately 120 miles of State Highways, 564 miles of County roads, and 200-300 miles of roads within public lands, primarily National Forest Lands. All of which are within the response area of the local emergency services.

Response for roadway incidents is the responsibility of Mariposa County Fire, a Volunteer/Paid fire department, out of 12 fire stations. Response time can be 15-30 minutes or longer due to geographic factors and distances traveled. Typically, several times a year, any community can be isolated due to road closures from wildland fire or weather events. Therefore, each community must be able to function independently from the rest of the county. Services are further impacted by the visitors to Yosemite National Park, who travel through and within Mariposa County. Most support services for Yosemite, lodging, gas, groceries, are within the Mariposa County communities adjacent to the park.

The 14 year average annual visitation to Yosemite is 3.85 million/year. The monthly average is from a low of 100,000 to a high of 600,000, which adds an additional 3500 to 20,000 people per day to the County population, most of whom travel by car, due to the minimal availability of public transportation. The drastic increase of daily population greatly impacts the public safety resources necessitating the need of additional funding that is beyond the capability of the local tax base.

In 2018 Hurst notified Mariposa County Fire Department (MCFD) that the models currently being utilized will no longer be supported, serviced, or repaired. All current extrication equipment has reached or is reaching the end of its usable lifespan and needs replacement. The average age of our extrication equipment is (15) years old. Inspections and increasing annual maintenance of the current Hurst extrication equipment is a burden on the MCFD.

We have had several instances where MCFD resources have been sent to a motor vehicle crash with extrication required and the old gas powered equipment would not start or would start and not run efficiently enough to perform its job. The lack of dependability is a concern for the fire personal and the potential 20,000-30,000 vehicles that pass through Mariposa County daily. The goal is to have a victim of a Motor vehicle crash to the hospital within one hour. Currently with the extended response times due to mountainous geography and spacing of public safety resources, we can not afford the delay in a malfunctioning or outdated piece of critical safety equipment.

Vehicle material advancements and structural design changes have led to technological advancements in tool designs. These new designs can cut through new high strength alloys that are found in todays modern vehicles. The outdated tools that MCFD currently use are not up to the job for today’s high strength cars and buses.

Our plan if successful in this grant is to outfit 12 frontline fire engines, 1 Battalion Chief Vehicle and 2 Rescue units within Mariposa County. With dependable extrication equipment capable of handling the demands of newer vehicles. Another aspect of the move to Battery operated tools is maneuverability. Currently we are limited to about 30’ of hydraulic hose. After 30’ we need to move the gas powered

equipment off the road. The gas powered equipment posses a serious risk of wild fire, which can be life threatening, an environmental disaster and also pose a risk to the highway and road system via shutdowns.

CHP Data for Mariposa County
2020 (156 vehicle crashes)
2021 (168 vehicle crashes)
2022 (174 vehicle crashes)

Mariposa County Internal Data Calls for service
2020 (2009 Calls for service)
2021 (2208 Calls for service)
2022 (2810 Calls for service)

CAD Data Mariposa County Fire Internal
2020 (203 vehicle crashes) (18 vehicle crashes that required extrication)
2021 (193 vehicle crashes) (12 vehicle crashes that required extrication)
2022 (159 vehicle crashes) (16 vehicle crashes that required extrication)

*Station Call volume that is broken down on the excel spreadsheet is data pulled from CAD. Our department send multiple stations to a motor vehicle crash. The same vehicle crash could count towards three stations vehicle crash data.

2. PERFORMANCE MEASURES

A. Goals:

1. Reduce the number of persons killed in traffic crashes.
2. Reduce the number of persons injured in traffic crashes.
3. Decrease the average extrication time, from the time of arrival at the crash site to transport.

B. Objectives:	Target Number
1. Issue a press release announcing the kick-off of the grant by November 15. The kick-off press releases and media advisories, alerts, and materials must be emailed to the OTS Public Information Officer at pio@ots.ca.gov, and copied to your OTS Coordinator, for approval 14 days prior to the issuance date of the release.	1
2. Purchase and place fully equipped extrication systems in strategic locations within the jurisdiction.	2
3. Purchase and place pieces of specialized rescue equipment in strategic locations within the jurisdiction.	4
4. Train firefighters in the use of the new equipment.	35
5. Conduct traffic safety presentations with an effort to reach persons and communities.	8
6. Display the OTS funded equipment during Public Safety Fairs, community festivals and/or other Department or community events.	8
7. Report on the number of times the grant-funded equipment is used during an extrication, provide a brief overview of the incident and indicate if the equipment was used to save a life.	1
8. Station 21 - Decrease the average extrication time, from the time of arrival at the crash site to transport, from 15 minutes to 10 minutes.	10
9. Station 26 - Decrease the average extrication time, from the time of arrival at the crash site to transport, from 15 minutes to 10 minutes.	10
10. Station 37 - Decrease the average extrication time, from the time of arrival at the crash site to transport, from 15 minutes to 10 minutes.	10
11. Station 22 - Decrease the average extrication time, from the time of arrival at the crash site to transport, from 15 minutes to 10 minutes.	10

3. METHOD OF PROCEDURE

A. Phase 1 – Program Preparation (1st Quarter of Grant Year)

- Determine specific equipment requirements.
- Request equipment vendor price quotation for the required equipment per host agency requirement.

- Submit purchase orders to equipment vendors for purchase of the equipment.
- Prepare and execute Memorandums of Understanding (MOU) with recipient agencies.

Media Requirements

- Issue a press release approved by the OTS PIO announcing the kick-off of the grant by November 15, but no sooner than October 1. The kick-off release must be approved by the OTS PIO and only distributed after the grant is fully signed and executed. If you are unable to meet the November 15 deadline to issue a kick-off press release, communicate reasons to your OTS coordinator and OTS PIO.

B. Phase 2 – Program Operations (Throughout Grant Year)

- Inventory the new equipment following delivery.
- Disperse equipment to identified recipient agencies.
- Plan a media event announcing the grant funded equipment.
- Recipient agencies will identify training needs and objectives and coordinate instructional staff to conduct a high quality training program for their respective agency.
- Recipient agencies will develop a preventive maintenance schedule for the new equipment following manufacturers' recommendations.

Media Requirements

The following requirements are for all grant-related activities:

- Send all media advisories, alerts, videos, graphics, artwork, posters, radio/PSA/video scripts, storyboards, digital and/or print educational materials for grant-related activities to the OTS PIO at pio@ots.ca.gov for approval and copy your OTS coordinator. Optimum lead time would be 7 days before the scheduled release but at least 3 business days prior to the scheduled release date for review and approval is appreciated.
- The OTS PIO is responsible for the approval of the design and content of materials. The agency understands OTS PIO approval is not authorizing approval of budget expenditure or cost. Any cost approvals must come from the Coordinator.
- Pre-approval is not required when using any OTS-supplied template for media advisories, press releases, social media graphics, videos or posts, or any other OTS-supplied educational material. However, copy the OTS PIO at pio@ots.ca.gov and your OTS coordinator when any material is distributed to the media and public, such as a press release, educational material, or link to social media post. The OTS-supplied kick-off press release templates and any kickoff press releases are an exception to this policy and require prior approval before distribution to the media and public.
- If an OTS-supplied template, educational material, social media graphic, post or video is substantially changed, the changes shall be sent to the OTS PIO at pio@ots.ca.gov for approval and copy to your OTS Coordinator. Optimum lead time would be 7 days prior to the scheduled release date, but at least 3 business days prior to the scheduled release date for review and approval is appreciated.
- Press releases, social media posts and alerts on platforms such as NextDoor and Nixle reporting immediate and time-sensitive grant activities (e.g. enforcement operations, day of event highlights or announcements, event invites) are exempt from the OTS PIO approval process. The OTS PIO and your Coordinator should still be notified when the grant-related activity is happening (e.g. car seat checks, bicycle rodeos, community presentations, DUI checkpoints, etc.).
- Enforcement activities such as warrant and probation sweeps, court stings, etc. that are embargoed or could impact operations by publicizing in advance are exempt from the PIO approval process. However, announcements and results of activities should still be copied to the OTS PIO at pio@ots.ca.gov and your Coordinator with embargoed date and time or with "INTERNAL ONLY: DO NOT RELEASE" message in subject line of email.
- Any earned or paid media campaigns for TV, radio, digital or social media that are part of a specific grant objective, using OTS grant funds, or designed and developed using contractual services by a subgrantee, requires prior approval. Please send to the OTS PIO at pio@ots.ca.gov for approval and copy your grant coordinator at least 3 business days prior to the scheduled release date.
- Social media posts highlighting state or national traffic safety campaigns (Distracted Driving Month, Motorcycle Safety Awareness Month, etc.), enforcement operations (DUI checkpoints,

etc.), or any other grant-related activity such as Bicycle rodeos, presentations, or events, are highly encouraged but do not require prior approval.

- Submit a draft or rough-cut of all digital, printed, recorded or video material (brochures, posters, scripts, artwork, trailer graphics, digital graphics, social posts connected to an earned or paid media campaign grant objective) to the OTS PIO at pio@ots.ca.gov and copy your OTS Coordinator for approval prior to the production or duplication.
- Use the following standard language in all press, media, and printed materials, space permitting: Funding for this program was provided by a grant from the California Office of Traffic Safety, through the National Highway Traffic Safety Administration.
- Space permitting, include the OTS logo on all grant-funded print materials, graphics and paid or earned social media campaign grant objective; consult your OTS Coordinator for specifics, format-appropriate logos, or if space does not permit the use of the OTS logo.
- Email the OTS PIO at pio@ots.ca.gov and copy your OTS Coordinator at least 21 days in advance, or when first confirmed, a short description of any significant grant-related traffic safety event or program, particularly events that are highly publicized beforehand with anticipated media coverage so OTS has sufficient notice to arrange for attendance and/or participation in the event. If unable to attend, email the OTS PIO and coordinator brief highlights and/or results, including any media coverage (broadcast, digital, print) of event within 7 days following significant grant-related event or program. Media and program highlights are to be reflected in QPRs.
- Any press releases, work plans, scripts, storyboards, artwork, graphics, videos or any educational or informational materials that received PIO approval in a prior grant year needs to be resubmitted for approval in the current grant year.
- Contact the OTS PIO or your OTS Coordinator for consultation when changes from any of the above requirements might be warranted.

C. Phase 3 – Data Collection & Reporting (Throughout Grant Year)

1. Prepare and submit grant claim invoices (due January 30, April 30, July 30, and October 30)
2. Prepare and submit Quarterly Performance Reports (QPR) (due January 30, April 30, July 30, and October 30)

- Collect and report quarterly, appropriate data that supports the progress of goals and objectives.
- Provide a brief list of activity conducted, procurement of grant-funded items, and significant media activities. Include status of grant-funded personnel, status of contracts, challenges, or special accomplishments.
- Provide a brief summary of quarterly accomplishments and explanations for objectives not completed or plans for upcoming activities.
- Collect, analyze and report statistical data relating to the grant goals and objectives.

4. METHOD OF EVALUATION

Using the data compiled during the grant, the Grant Director will complete the “Final Evaluation” section in the fourth/final Quarterly Performance Report (QPR). The Final Evaluation should provide a brief summary of the grant’s accomplishments, challenges and significant activities. This narrative should also include whether goals and objectives were met, exceeded, or an explanation of why objectives were not completed.

5. ADMINISTRATIVE SUPPORT

This program has full administrative support, and every effort will be made to continue the grant activities after grant conclusion.

FUND NUMBER	CATALOG NUMBER (CFDA)	FUND DESCRIPTION	TOTAL AMOUNT
402EM-24	20.600	State and Community Highway Safety	$135,000.00

COST CATEGORY	FUND NUMBER	UNIT COST OR RATE	UNITS	TOTAL COST TO GRANT
A. PERSONNEL COSTS				
Straight Time				$0.00
Overtime				$0.00
Category Sub-Total				$0.00
B. TRAVEL EXPENSES				
				$0.00
				$0.00
Category Sub-Total				$0.00
C. CONTRACTUAL SERVICES				
				$0.00
Category Sub-Total				$0.00
D. EQUIPMENT				
Combi-tool	402EM-24	$16,350.00	2	$32,700.00
Fully Equipped Extrication System	402EM-24	$45,500.00	2	$91,000.00
Air Bag Lift System	402EM-24	$5,650.00	2	$11,300.00
Category Sub-Total				$135,000.00
E. OTHER DIRECT COSTS				
				$0.00
Category Sub-Total				$0.00
F. INDIRECT COSTS				
				$0.00
Category Sub-Total				$0.00
GRANT TOTAL				**$135,000.00**

BUDGET NARRATIVE
PERSONNEL COSTS -
TRAVEL EXPENSES -
CONTRACTUAL SERVICES -
EQUIPMENT Combi-tool - Combi-tools are a hydraulically actuated, light-weight, combination cutting, spreading, pulling and pinching tool used for extrication incidents. It includes every piece of equipment, modifications, attachments, accessories, and auxiliary apparatus necessary to make it usable for the purpose it was acquired, and costs $5,000 or more (including tax, shipping, and installation).
Fully Equipped Extrication System - Fully equipped extrication systems are generally comprised of a hydraulic pump, fluid, hoses, control valves, and hydraulically actuated spreaders and cutters used primarily for vehicle extrication incidents as well as edraulic tools. It includes every piece of extrication equipment, modifications, attachments, accessories, and auxiliary apparatus necessary to make it usable for the purpose it was acquired, and costs $5,000 or more (including tax, shipping, and installation).
Air Bag Lift System - Air Bag Lift Systems are generally comprised of a high pressure regulator, dual air controller, inline relief valves, high pressure hoses, and high pressure lifting bags (high tonnage rated) used for lifting vehicles or heavy objects in extrication incidents. It includes equipment, modifications, attachments, accessories, and auxiliary apparatus necessary to make it usable for the purpose it was acquired, and costs $5,000 or more (including tax, shipping, and installation).
OTHER DIRECT COSTS -
INDIRECT COSTS -
STATEMENTS/DISCLAIMERS There will be no program income generated from this grant.

Certifications and Assurances for Fiscal Year 2024 Highway Safety Grants (23 U.S.C. Chapter 4 or Section 1906, Public Law 109-59, as amended by Section 25024, Public Law 117-58)

The officials named on the grant agreement, certify by way of signature on the grant agreement signature page, that the Grantee Agency complies with all applicable Federal statutes, regulations, and directives and State rules, guidelines, policies, and laws in effect with respect to the periods for which it receives grant funding. Applicable provisions include, but are not limited to, the following:

GENERAL REQUIREMENTS
The State will comply with applicable statutes and regulations, including but not limited to:

- 23 U.S.C. Chapter 4—Highway Safety Act of 1966, as amended;
- Sec. 1906, Public Law 109-59, as amended by Sec. 25024, Public Law 117-58;
- 23 CFR part 1300—Uniform Procedures for State Highway Safety Grant Programs;
- 2 CFR part 200—Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
- 2 CFR part 1201—Department of Transportation, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

NONDISCRIMINATION
(applies to all subrecipients as well as States)
The State highway safety agency [and its subrecipients] will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

- *Title VI of the Civil Rights Act of 1964* (42 U.S.C. 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- *49 CFR part 21* (entitled *Non-discrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964*);
- *28 CFR 50.3* (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);
- *The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970,* (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- *Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.), and Title IX of the Education Amendments of 1972,* as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- *Section 504 of the Rehabilitation Act of 1973,* (29 U.S.C. 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- *The Age Discrimination Act of 1975,* as amended, (42 U.S.C. 6101 *et seq.*), (prohibits discrimination on the basis of age);
- *The Civil Rights Restoration Act of 1987*, (Pub. L. 100-209), (broadens scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);
- *Titles II and III of the Americans with Disabilities Act* (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;
- *Executive Order 12898*, *Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations* (preventing discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- *Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency* (requiring that recipients of Federal financial assistance provide meaningful access for applicants and beneficiaries who have limited English proficiency (LEP));
- *Executive Order 13985, Advancing Racial Equity and Support for Underserved Communities through the Federal Government (*advancing equity across the Federal Government); and
- *Executive Order 13988, Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation* (clarifying that sex discrimination includes discrimination on the grounds of gender identity or sexual orientation).

The preceding statutory and regulatory cites hereinafter are referred to as the “Acts” and “Regulations,” respectively.

GENERAL ASSURANCES

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

“No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, for which the Recipient receives Federal financial assistance from DOT, including NHTSA.”

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI of the Civil Rights Act of 1964 and other non-discrimination requirements (the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these nondiscrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

SPECIFIC ASSURANCES
More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted Highway Safety Grant Program:

1. The Recipient agrees that each “activity,” “facility,” or “program,” as defined in § 21.23(b) and (e) of 49 CFR part 21 will be (with regard to an “activity”) facilitated, or will be (with regard to a “facility”) operated, or will be (with regard to a “program”) conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all Highway Safety Grant Programs and, in adapted form, in all proposals for negotiated agreements regardless of funding source: *“The [name of Recipient], in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”*
3. The Recipient will insert the clauses of appendix A and E of this Assurance (also referred to as DOT Order 1050.2A) in every contract or agreement subject to the Acts and the Regulations.
4. The Recipient will insert the clauses of appendix B of DOT Order 1050.2A, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. That the Recipient will include the clauses set forth in appendix C and appendix D of this DOT Order 1050.2A, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
    a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
    b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:
    a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
    b. the period during which the Recipient retains ownership or possession of the property.
9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub- grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the State highway safety agency also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing NHTSA's access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by NHTSA. You must keep records, reports, and submit the material for review upon request to NHTSA, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

The State highway safety agency gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the Highway Safety Grant Program. This ASSURANCE is binding on the State highway safety agency, other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the Highway Safety Grant Program. The person(s) signing below is/are authorized to sign this ASSURANCE on behalf of the Recipient.

THE DRUG-FREE WORKPLACE ACT OF 1988 (41 U.S.C. 8103)

The Subgrantee will provide a drug-free workplace by:

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace, and specifying the actions that will be taken against employees for violation of such prohibition;
b. Establishing a drug-free awareness program to inform employees about:
    1. The dangers of drug abuse in the workplace;
    2. The grantee's policy of maintaining a drug-free workplace;
    3. Any available drug counseling, rehabilitation, and employee assistance programs;
    4. The penalties that may be imposed upon employees for drug violations occurring in the workplace;
    5. Making it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
c. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—
    1. Abide by the terms of the statement;
    2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
d. Notifying the agency within ten days after receiving notice under subparagraph (c)(2) from an employee or otherwise receiving actual notice of such conviction;
e. Taking one of the following actions, within 30 days of receiving notice under subparagraph (c)(2), with respect to any employee who is so convicted—
    1. Taking appropriate personnel action against such an employee, up to and including termination;
    2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
f. Making a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

POLITICAL ACTIVITY (HATCH ACT)
(applies to all subrecipients as well as States)

The State will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

CERTIFICATION REGARDING FEDERAL LOBBYING
(applies to all subrecipients as well as States)

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of 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 agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

   This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. 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.

RESTRICTION ON STATE LOBBYING
(applies to subrecipients as well as States)

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION
(applies to all subrecipients as well as States)

INSTRUCTIONS FOR PRIMARY TIER PARTICIPANT CERTIFICATION (STATES)

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms **covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded,** as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or

otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (https://www.sam.gov/).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order 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.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, 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 may terminate the transaction for cause or default.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS—PRIMARY TIER COVERED TRANSACTIONS

1. The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principals:
    a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
    b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for 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; violation of Federal or State antitrust statutes 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 application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
2. Where the prospective primary tier participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

INSTRUCTIONS FOR LOWER TIER PARTICIPANT CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
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 shall provide immediate written notice to the person 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, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded,** as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, 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 proposal that it will include the clause titled “Instructions for Lower Tier Participant Certification” including the “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or

otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (*https://www.sam.gov/*).

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order 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 proposed for debarment under 48 CFR part 9, subpart 9.4, 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 or debarment.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION—LOWER TIER COVERED TRANSACTIONS

1. 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 participating in covered transactions by any Federal department or agency.
2. 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.

BUY AMERICA
(applies to subrecipients as well as States)

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

CERTIFICATION ON CONFLICT OF INTEREST
(applies to subrecipients as well as States)

GENERAL REQUIREMENTS

No employee, officer, or agent of a State or its subrecipient who is authorized in an official capacity to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting, or approving any subaward, including contracts or subcontracts, in connection with this grant shall have, directly or indirectly, any financial or personal interest in any such subaward. Such a financial or personal interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or personal interest in or a tangible personal benefit from an entity considered for a subaward. Based on this policy:

1. The recipient shall maintain a written code or standards of conduct that provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents.
    a. The code or standards shall provide that the recipient's officers, employees, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from present or potential subawardees, including contractors or parties to subcontracts.
    b. The code or standards shall establish penalties, sanctions, or other disciplinary actions for violations, as permitted by State or local law or regulations.
2. The recipient shall maintain responsibility to enforce the requirements of the written code or standards of conduct.

DISCLOSURE REQUIREMENTS

No State or its subrecipient, including its officers, employees, or agents, shall perform or continue to perform under a grant or cooperative agreement, whose objectivity may be impaired because of any related past, present, or currently planned interest, financial or otherwise, in organizations regulated by NHTSA or in organizations whose interests may be substantially affected by NHTSA activities. Based on this policy:

1. The recipient shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate and full disclosure in writing to NHTSA. The disclosure shall include a description of the action which the recipient has taken or proposes to take to avoid or mitigate such conflict.
2. NHTSA will review the disclosure and may require additional relevant information from the recipient. If a conflict of interest is found to exist, NHTSA may (a) terminate the award, or (b) determine that it is otherwise in the best interest of NHTSA to continue the award and include appropriate provisions to mitigate or avoid such conflict.
3. Conflicts of interest that require disclosure include all past, present, or currently planned organizational, financial, contractual, or other interest(s) with an organization regulated by NHTSA or with an organization whose interests may be substantially affected by NHTSA activities, and which are related to this award. The interest(s) that require disclosure include those of any recipient, affiliate, proposed consultant, proposed subcontractor, and key personnel of any of the above. Past interest shall be limited to within one year of the date of award. Key personnel shall include any person owning more than a 20 percent interest in a recipient, and the officers, employees or agents of a recipient who are responsible for making a decision or taking an action under an award where the decision or action can have an economic or other impact on the interests of a regulated or affected organization.

PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE
(applies to all subrecipients as well as States)

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

POLICY ON SEAT BELT USE

In accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, the Grantee is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. For information and resources on traffic safety programs and policies for employers, please contact the Network of Employers for Traffic Safety (NETS), a public-private partnership dedicated to improving the traffic safety practices of employers and employees. You can download information on seat belt programs, costs of motor vehicle crashes to employers, and other traffic safety initiatives at www.trafficsafety.org. The NHTSA website (www.nhtsa.gov) also provides information on statistics, campaigns, and program evaluations and references.

POLICY ON BANNING TEXT MESSAGING WHILE DRIVING

In accordance with Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, States are encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or rented vehicles, Government-owned, leased or rented vehicles, or privately-owned vehicles when on official Government business or when performing any work on or behalf of the Government. States are also encouraged to conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

EM24018 Mariposa County Fire Department
Equipment Costs Breakdown
Tentative Award $135,000

				$ 27.88				
				$ 1,450.00				
	Qty	Unit Price	Subtotal	Shipping	Tax	Total		
Combi-tool	2	$ 14,320.83	$ 28,641.66	$ 55.77		$ 28,697.43	For Stations 21 & 37	
Single Bay Charger	3	$ 242.00	$ 726.00	$ 83.65		$ 809.65		
5 AMP Battery	6	$ 300.00	$ 1,800.00	$ 167.31		$ 1,967.31	Combi Total	Per Set
Bracket for Combi	3	$ 360.00	$ 1,080.00	$ 83.65		$ 1,163.65	$ 32,638.04	$ 16,319.02
Blue Airbag Hose	2	$ 140.00	$ 280.00	$ 55.77		$ 335.77		
Red Airbag Hose	2	$ 140.00	$ 280.00	$ 55.77		$ 335.77	For Stations 22 & 26	
13 Ton Airbag	2	$ 960.00	$ 1,920.00	$ 55.77		$ 1,975.77		
28 Ton Airbag	2	$ 1,382.00	$ 2,764.00	$ 55.77		$ 2,819.77	Airbag Total	Per Set
Control Kit 145 psi	2	$ 2,845.00	$ 5,690.00	$ 55.77		$ 5,745.77	$ 11,212.85	$ 5,606.42
5 AMP Battery	12	$ 300.00	$ 3,600.00	$ 334.62		$ 3,934.62		
Cutter	2	$ 13,659.72	$ 27,319.44	$ 55.77		$ 27,375.21		
Spreader	2	$ 14,962.50	$ 29,925.00	$ 55.77		$ 29,980.77		
Ram	2	$ 12,175.00	$ 24,350.00	$ 55.77		$ 24,405.77		
3 Bay Charger	2	$ 572.00	$ 1,144.00	$ 55.77		$ 1,199.77		
Bracket for Cutter	2	$ 360.00	$ 720.00	$ 55.77		$ 775.77	For Stations 22 & 26	
Bracket for Spreader	2	$ 360.00	$ 720.00	$ 55.77		$ 775.77		
Bracket for Ram	2	$ 440.00	$ 880.00	$ 55.77		$ 935.77	FEES Total	Per Set
Chain for Spreader	2	$ 750.00	$ 1,500.00	$ 55.77		$ 1,555.77	$ 90,939.21	$ 45,469.60
	52		$ 133,340.10	$ 1,450.00	$ -	$ 134,790.10		
						$ 134,790.10		

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-509

MEETING: September 19, 2023

TO: The Board of Supervisors

FROM: Joe Lynch, Director of Health and Human Services

RE: Approve an Agreement with Mariposa County Office of Education in the Amount of $573,000 for School Based Mental Health Services; and Authorize the Board of Supervisors Chair to Sign the Agreement

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RECOMMENDATION AND JUSTIFICATION

Approve an Agreement with Mariposa County Office of Education (MCOE) in the Amount of $573,000 for School Based Mental Health Services; and Authorize the Board of Supervisors Chair to Sign the Agreement.

This specific agreement represents service delivery for the second year of a multi-year grant-funded program. On October 4, 2022, Mariposa County Board of Supervisors approved Mental Health Services Oversight and Accountability Commission (MHSOAC) grant fund of $2,500,000. Funding under this grant program enables grantee to enhance county partnerships with school-based programs. Said partnership expands access to mental health services for children and youth, including campus-based mental health services; and facilitates linkages and access to ongoing and sustained services. The term of the grant fund occurs through December 31, 2026.

The Health and Human Services Agency (HHSA) passes this funding on to MCOE to perform services to students. HHSA is acting as a pass-through agency for all funding under the grant, which utilized by MCOE staff according to the plan that MCOE has developed. The amount of $573,000 for the agreement in the resolution has been established for the program planning necessary to achieve optimal outcomes.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board of Supervisors approved MHSOAC grant fund of $2,500,000 on October 4, 2022 through Resolution Number 2022-573.

The Board of Supervisors approved an agreement with MCOE on June 6, 2023 through Resolution Number 2023-292.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

If the Board does not approve the agreement, the County runs the risk of non-compliance with the requirements of approved grant funding. Furthermore, MCOE administration and the students of the County will not receive the benefit of $2,500,000 to perform mental health services.

FINANCIAL IMPACT

There is no impact on the General Fund.

ATTACHMENTS

1. MCOE Agreement 2024

VOTE RESULT

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

AGREEMENT FOR SCHOOL-BASED MENTAL HEALTH SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2023, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as "County", and Mariposa County Office of Education 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 commence on July 1, 2023 and terminate on June 30, 2024 unless extended as provided by this Agreement.

2. SERVICES

Contractor shall perform school-based mental health 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 $573,000.00 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 $1,000,000 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, 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:

Mariposa County Office of Education
5082 Old Highway North
Mariposa, CA 95338
(209) 742-0250

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 Board of Supervisors	Jeff Aranguena, Superintendent Mariposa County Office of Education
COUNTERSIGNED: *(Government Code §25103)*	APPROVED AS TO FORM:
_____	_____
Danielle Bondshu Clerk of the Board	Steven W. Dahlem County Counsel

Exhibit A
SCOPE OF WORK

I. Program Description and Purpose:

Contractor shall continue to develop, maintain and document a school-based mental health services program that meets all Mental Health Student Services Act requirements listed in welfare and institutions code section 5886.

Contractor will coordinate and collaborate with Mariposa County Behavioral Health for the delivery of mental health services to the targeted population of children, youth and young adults including the development, implementation and evaluations of program and services.

II. Background:

The Mental Health Student Services Act (MHSSA) provides grants for partnerships between county mental health agencies and local education agencies to deliver school-based mental health services to young people and their families. These partnerships support outreach to identify early signs of unmet mental health needs, reduce stigma and discrimination, and prevent unmet mental health needs from becoming severe and disabling.

Authorized by Senate Bill 75 as part of the State's 2019 Budget Act, the MHSSA allocated $40 million one-time and $10 million ongoing funding for school-county mental health partnerships. The Budget Act of 2021 provided an additional $95 million to fund applicants who applied in the first round of funding but did not receive a grant.

The MHSSA seeks to foster partnerships between County Behavioral Health departments and local education entities to provide school-based mental health services to children, youth, and their families. The Mental Health Services Oversight and Accountability Commission (MHSOAC) awarded grants to County Behavioral Health to fund these partnerships and shall be used to provide support services that include, at a minimum, services that are provided on school campuses, to the extent practicable, suicide prevention, drop-out prevention, placement assistance, continuum-of-care for students in need on ongoing services, and outreach to high-risk youth. High-risk youth shall include foster youth, youth who identify LGBTQ+, and youth who have been expelled or suspended from school.

III. Performance Management:

a) Contractor shall manage the program to ensure data collection to support the objectives and outcomes.
b) Contractor will cc. County on email report submissions to the MHSOAC.
c) Contractor will provide proof of completed deliverables as outlined below in exhibit B.
d) Contractor shall report bi-annually to County on all data collected.
e) Contractor shall inform County of any substantial changes to the approved plan.
f) Contractor shall participate in monthly meetings collaborating with County.

Exhibit B
COST PROPOSAL

This contract is not to exceed the amount of $573,000 annually. Contractor will invoice County on a bi-annual basis based on the deliverables outlined below:

Dates	Deliverable	Cost
06/01/2023 – 11/30/2023	1. Hiring Report (Quarter 1 & Quarter 2) 2. Grant Award Claim Form (Quarter 1& Quarter 2) 3. Monthly Check in Report (June, July, August, September, October) 4. Evaluation Data as required by the MHSOAC	$286,500.00
12/1/2023 – 05/31/2024	1. Hiring Report (Quarter 3 & Quarter 4) 2. Grant Award Claim Form (Quarter 3 & Quarter 4) 3. Monthly Check in Report (November, December, January, February, March, April, May) 4. Evaluation Data as required by the MHSOAC	$286,500.00

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-510

MEETING: September 19, 2023

TO: The Board of Supervisors

FROM: Joe Lynch, Director of Health and Human Services

RE: Ratify Memorandum of Understanding (MOU) Between Mariposa Heritage House, Mariposa County Superior Court, and Mariposa County of Health and Human Services Agency for Expansion of Substance Use Disorder Treatment Capacity

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RECOMMENDATION AND JUSTIFICATION

Ratify Memorandum of Understanding (MOU) Between Mariposa Heritage House, Mariposa County Superior Court, and Mariposa County of Health and Human Services Agency for Expansion of Substance Use Disorder Treatment Capacity

This operational agreement outlines the partnership between Mariposa County Superior Court, Mariposa County- Health and Human Services Agency, and Alliance for Community TransformationsMariposa Heritage House ("MHH") Program is contingent on funding by the Department of Health and Human Services Substance Abuse and Mental Health Services Administration (SAMHSA) FY 2023 (NOFO) No. TI-23-007 Grant to expand Substance Use Disorder Treatment Capacity. Both parties agree on the mutual goal of expanding access to treatment and recovery support services to individuals residing in Mariposa County, California. This agreement shall begin on September 30, 2023 and end on September 30, 2028.

Through the County Administrative Officer, the MOU was executed on March 3, 2023. To ensure compliance with county policy, the parties request ratification of the MOU by the Board of Supervisors.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board of Supervisors does not have a prior history with Mariposa Heritage House for this specific purpose.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

If not approved, Mariposa County Health and Human Services Agency will be unable to move forward with the collaborative work as outlined in the MOU.

FINANCIAL IMPACT

There is no impact on the General Fund.

ATTACHMENTS

1. **HHSA and Alliance Drug Court Expansion MOU 2023**
2. **Summary**

VOTE RESULT

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

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ALLIANCE FOR COMMUNITY TRANSFORMATIONS
PO Box 2075, Mariposa, CA 95338, (209) 742-6456, www.alliance4community.org

Memorandum of Understanding

Between

Mariposa Heritage House
A Program of Alliance for Community Transformations

And

Mariposa County Superior Court

And

Mariposa County
Health and Human Services Agency

I. Purpose

This operational agreement outlines the partnership between Mariposa County Superior Court, Mariposa County- Health and Human Services Agency, and Alliance for Community Transformations-Mariposa Heritage House ("MHH") Program is contingent on funding by the Department of Health and Human Services Substance Abuse and Mental Health Services Administration (SAMHSA) FY 2023 (NOFO) No. TI-23-007 Grant to expand Substance Use Disorder Treatment Capacity. Both parties agree on the mutual goal of expanding access to treatment and recovery support services to individuals residing in Mariposa County, California.

II. Terms of the Agreement

This agreement shall begin on September 30, 2023 and end on September 30, 2028.

III. Project Coordination

Under this agreement, MHH will coordinate directly with the Drug Court Administrator, Mariposa County Behavioral Health and Recovery Services ("MCBHRS") by attending prescheduled monthly meetings with MCBHRS representatives and staff services analyst to discuss program goals and objectives, challenges, successes and adverse events and will use this time to share data and outcomes of this project, specifically regarding access to Treatment and Recovery Support Services, Case Management and Harms Reduction. MCBHRS is solely responsible for the maintenance of Drug Court client files, coordinating the efforts of the Drug Court by ensuring compliance with the key components and philosophy of the Mariposa County Drug Court Model and providing local leadership, oversight, and management to the Drug Court team and are responsible for overseeing the overall Drug Court budget.

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MHH will coordinate directly with Mariposa County Drug Court Judicial Authority, Presiding Drug Court Judge, District Attorney, Public Defender and the Drug Multi-Disciplinary Team ("MDT") members by attending weekly pre-court staffing meetings to discuss progress and challenges, outcomes, and make recommendations to the Judicial Authority. The Drug Court Judge has the sole responsibility to preside over the court proceedings and monitors appropriate application of disciplines, sanctions and incentives while maintaining the integrity of the court.

MHH will coordinate with the Drug Court MDT by participating in weekly MDT meetings to discuss client progress, make recommendations, coordinate care, share successes and outcomes. These MDT members include the Mariposa County Substance Use Disorders ("SUD") treatment providers, Social Worker Supervisor II, Mariposa County Adult Drug Court Probation Officers, MHH Director/ SUD Supervisor, SUD Peer Counselors and Peer Specialists, and Today Is a New Day Recovery Home Operator. Additionally, under this project, the team will be expanded to include the Drug Court Case Manager and Recovery Coaches, as determined appropriate and authorized by MCBHRS. The Drug Court MDT team has the sole responsibility to coordinate care planning and recommendations to the Drug Court Judge assigned to adjudicate these participants, as it relates to Drug Court protocol and requirements.

MHH will coordinate with the Drug Court MCBHS SUD treatment team on a daily basis or as needs arise by maintaining excellent partnership efficiencies, which include open lines of communication, collaboration, referrals and cross-referrals. The Drug Court MCBHRS SUD Treatment team will refer Drug Court participants to MHH for recovery support services, case management and other identified needs and MHH will refer participants to MCBHRS SUD Treatment team for drug-court assessments and treatment. The Drug Court MCBHRS SUD treatment team, under the authority of MCBHRS has the sole authority and responsibility to conduct comprehensive ASAM (American Society of Addiction Medicine) assessments to determine level of function, make level of care recommendations, create and revise treatment plans and provide SUD treatment to Drug Court participants. The MCBHRS SUD Supervisor has the responsibility to oversee the activity of the Drug Court MCBHRS SUD treatment team, conduct quality assurance of each team member, maintain client data, remains informed, and is responsible for overseeing the Drug Court program.

MHH will coordinate directly with the Drug Court Probation Officer to process resource requests and coordinate Medically Assisted Treatment/Medically Assisted Recovery linkages to support drug-court clients and will maintain open lines of communication, collaboration, referrals and resources. The Drug Court Probation Officer is solely responsible for community safety, oversight testing, conducting home

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or employment visits, enforcing curfews and travel restrictions, and works with the Drug Court team in delivering cognitive-behavioral interventions designed to improve participants' problem-solving skills and alter dysfunctional criminal-thinking patterns.

IV. Fiscal Responsibility

Under this agreement and contingent upon award, it is agreed by all parties that Alliance for Community Transformations, the applicant, will serve as the fiscal agent for this project.

V. GPRA (Government Performance and Results Act) Data Collection

As the grant recipient and in cooperation with Mariposa County through MCBHRS, Alliance for Community Transformations-Mariposa Heritage House program staff will administer the GPRA tool to all Drug Court participants as defined by the grant at the required 3 points of collection.
The GPRA intake/baseline interviews shall be completed within two to five contacts after the client enters the program. Program entry dates will be the date which the client began receiving services under this grant. Data will be reviewed at the weekly multi-disciplinary Drug Court meeting to ensure accurate and timely collection. Project staff will be trained on the data collection tool for collection and reporting purposes.

VI. Roles and Responsibilities

The Project Director is an employee of the grant applicant and will dedicate a minimum FTE 0.20 level of effort to this program and will be funded through the grant recipient, Alliance for Community Transformations. The Project Director meets the requirements outlined in **Key Personnel** requirements in that they will make substantial contributions to the development, execution and management of the grant regardless of compensation. The project director will continue to reflect SAMHSA's expectation of diversity, equity, and inclusion in the recruitment and selection of staff throughout this project by promoting pay equity, showcasing our organizational commitment to equality, offering peer employment opportunities, creating recruitment messaging and policies that attract persons with from diverse backgrounds and with lived experience. Additionally, the Project Director will continue to support staff diversity, equity, and inclusion training in the workplace.

(I) Alliance for Community Transformations- Mariposa Heritage House Program will:

i. Hire and supervise a Case Manager and Recovery Coach Mentor;
ii. Recruit, train, hire and supervise # recovery coaches over the course of the project;
iii. Provide Case Management for all drug-court clients in all phases and shall include participants in the detention center, residential treatment programs, and North County office;

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iv. Increase employment opportunities to Drug Court participants by providing Recovery Coach Academy trainings bi-annually; and
v. Provide monthly sober social support activities to build the recovery capital of Drug Court participants
vi. Administer and report GPRA data

(II) Mariposa County- Behavioral Health and Recovery Services will:

i. Host weekly Drug Court Multidisciplinary meeting.
ii. Ensure the implementation of the key components of the Drug Court model.
iii. Provide screening, assessments, and treatment for Drug Court participants through MCBHRS.
iv. Participate in any required grant meetings as needed.

(III) Mariposa County Superior Court will

i. Ensure the implementation of the key components of the Drug Court model.
ii. Will fully support grant applicant MHH's efforts to meet the award requirements.

VII. Staffing Requirement

The project director has been a member of this Drug Court team for 6 years. As Director of Mariposa Heritage House provides oversight and supervision to MHH peer counselors and peer specialists. In this capacity, will support the mission of the Mariposa Adult Drug Court to achieve its objectives and guide this project in a manner that promotes recovery (including medication assisted treatment/ medication assisted recovery), works to support the multi-phase and multi-disciplinary team approach, continue the collaboration and coordination of the team members and support evidence-based practices.

The Project Director recognizes the effectiveness of the National Association of Drug Court Professionals Drug Court Standards and is committed to align this project with the intention of fully incorporating NADCP'S newly adopted standards.

VIII. Overall Objectives

This grant to expand substance use disorder treatment capacity in adult Drug Courts will allow gaps in our program to be filled resulting in reduction of positive UA's, improved social connectedness, and reduction in recidivism/ probation violations. Participants will report an increase of recovery capital due to case management, early access to recovery supports, sober social activities, and employment readiness. They will report an increase in their ability to meet the requirements of Drug Court due to case management, care coordination, additional locations for services, and/or transportation.

IX. Sources of Referral

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This project anticipates serving 35 participants annually and the adult Drug Court has sufficient referral sources to support this project in meeting the identified numbers.

IV. Performance Assurance

Alliance for Community Transformations – Mariposa Heritage House Program accepts full responsibility for the coordination and performance of this project.

Alliance for Community Transformations
Mariposa Heritage House Program

Authorized Official: DocuSigned by: Alison Tudor F29A20B1535D4F1...

Alison Tudor, Executive Director

Date Signed: 3/3/2023 | 9:31 AM PST

Mariposa County
Health and Human Services Agency
&
Mariposa County Superior Court

Authorized Official: DocuSigned by: 2E01D0C6E7564A5...

Dallin Kimble, Chief Administrative Officer

Date Signed: 3/2/2023 | 4:05 PM PST

Approval as to Legal Form:

DocuSigned by: Steve Dahlem F6A416F06B394BF...

Steven W. Dahlem

DocuSign

Certificate Of Completion

Envelope Id: 5823A6F5D1BB41ADAC526EE9DB2163FB
Status: Completed
Subject: Mariposa County DocuSign: To Be Ratified - HHSA- Drug Court Expansion MOU 2023_3.1.23.docx
Source Envelope:
Document Pages: 5
Signatures: 3
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Envelope Originator:
Mariposa Clerk of the Board
5100 Bullion St FL 2
Mariposa, CA 95338
Clerk-bos@mariposacounty.org
IP Address: 64.118.100.36

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Pool: StateLocal

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Pool: County of Mariposa
Location: DocuSign

Signer Events	Signature	Timestamp
Dallin Kimble dkimble@mariposacounty.org CAO Security Level: Email, Account Authentication (None)	DocuSigned by: 2E01D0C6E7564A5... Signature Adoption: Drawn on Device Using IP Address: 64.118.100.36	Sent: 3/2/2023 2:44:49 PM Viewed: 3/2/2023 4:01:46 PM Signed: 3/2/2023 4:05:36 PM
Electronic Record and Signature Disclosure: Accepted: 3/2/2023 4:01:46 PM ID: ccc5ccee-7d99-4f91-83a7-5fb858c0d93d		
Steve Dahlem sdahlem@mariposacounty.org Security Level: Email, Account Authentication (None)	DocuSigned by: F6A416F06B394BF... Signature Adoption: Pre-selected Style Using IP Address: 76.9.85.130	Sent: 3/2/2023 4:05:39 PM Viewed: 3/2/2023 4:11:39 PM Signed: 3/3/2023 9:04:25 AM
Electronic Record and Signature Disclosure: Accepted: 12/28/2022 3:42:40 PM ID: 168bcdc6-bde7-4f01-885a-c1872fec5bc7		
Alison Tudor alison@Alliance4you.org Executive Director Alliance for Community Transformations Security Level: Email, Account Authentication (None)	DocuSigned by: F29A20B1535D4F1... Signature Adoption: Pre-selected Style Using IP Address: 76.9.72.150	Sent: 3/3/2023 9:04:29 AM Viewed: 3/3/2023 9:30:56 AM Signed: 3/3/2023 9:31:04 AM
Electronic Record and Signature Disclosure: Accepted: 2/7/2023 10:02:48 AM ID: 1c191d46-b15e-48e7-b211-e3007c5ae21c		

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
Beth Alexander balexander@mariposacounty.org Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 3/3/2023 9:31:07 AM
Joe Lynch jlynch@mariposacounty.org Health and Human Services Director Mariposa Health and Human Services Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 12/28/2022 2:18:18 PM ID: f458d0c7-7cd7-4bd0-b6dd-352a5abd09b8	COPIED	Sent: 3/3/2023 9:31:09 AM
Leigh Westerlund lwesterlund@mariposacounty.org Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 3/3/2023 9:31:11 AM

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	3/2/2023 2:44:49 PM
Envelope Updated	Security Checked	3/2/2023 5:08:18 PM
Certified Delivered	Security Checked	3/3/2023 9:30:56 AM
Signing Complete	Security Checked	3/3/2023 9:31:04 AM
Completed	Security Checked	3/3/2023 9:31:11 AM

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.

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-511

MEETING: September 19, 2023

TO: The Board of Supervisors

FROM: Joe Lynch, Director of Health and Human Services

RE: Approve a Fourth Amendment to Agreement with Central Star Behavioral Health, Inc to Extend the Term of the Agreement through December 31, 2023; and Authorize the Board of Supervisors Chair to Sign the Amendment

---

RECOMMENDATION AND JUSTIFICATION

Approve a Fourth Amendment to the Agreement with Central Star Behavioral Health, Inc. to Extend the Term of the Agreement through December 31, 2023; and Authorize the Board of Supervisors Chair to Sign the Amendment.

On December 5, 2017 by Resolution 2017-809, the Behavioral Health Unit of Health and Human Services Agency (HHSA) received Board approval to participate in the utilization of one or more beds in a 16-bed regional Crisis Residential Unit (CRU) under construction in Merced through a California Health Facilities Financing Authority (CHFFA) Grant. This Agreement sets forth the terms and conditions under which services at the 16-bed regional Crisis Residential Unit (CRU) in Merced will be provided.

Central Star Behavioral Health (CSBH), Inc was selected to operate the Merced CRU and provide services on behalf of the Multi-County Consortium. CSBH ensures scope of work for required services and compliance of laws is fulfilled.

BACKGROUND AND HISTORY OF BOARD ACTIONS

On January 8, 2019, the Board of Supervisors approved the Agreement to utilize inpatient services at the CRU through Resolution No. 2019-11. After nine months of operation, the actual costs to operate the facility were $518.18 per day versus the initial estimated cost rate of $371.02 per day. Due to an initial underestimate of costs, the first nine months of this agreement resulted in a significant budget shortfall of $391,288 for the facility shared by the six counties. The Mariposa County share of the increased costs is $45,529.

On November 10, 2020, the Board of Supervisors approved the First Amendment to the Agreement through Resolution No. 2020-659 requesting that the rate be adjusted to reflect actual costs of $518.18 per day.

On July 13, 2021, the Board of Supervisors approved the Second Amendment to Agreement through Resolution No. 2021-409 requesting that the rate be adjusted to reflect actual costs of $600.07 per day.

On November 8, 2022, the Board of Supervisors approved the Third Amendment to the Agreement through Resolution No. 2022-629 requesting the term to be extended through June 30, 2023.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

If this amendment is not approved, Behavioral Health crisis response workers may have greater difficulty in placing clients who require emergency psychiatric hospitalization. In addition, HHSA will not be in compliance with cost sharing with the other participating counties.

FINANCIAL IMPACT

There is no impact on the General Fund.

ATTACHMENTS

1. **A03 - Central Star Behavioral Health - CRU (A03) 2023 - Res. 2022-629-EXECUTED(a03)**
2. **Central Star - CRU - 2nd Amendment - 2022 - Res. #2021-409-EXECUTED**
3. **A01 - CS - 1st Amendment 2021 Wsignatures-EXECUTED(a01)**
4. **CSBH - CRU Agmt. 2019 - Wsignatures**
5. **23-Central Star CRU Services Amend 04 - Mariposa County Input**

VOTE RESULT

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

MARIPOSA COUNTY

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

RESOLUTION - ACTION REQUESTED 2022-629

MEETING: November 8, 2022

TO: The Board of Supervisors

FROM: Joe Lynch, Health & Human Services Agency Director

RE: Third Amendment - Agreement with Central Star Behavioral Health for Inpatient Services

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RECOMMENDATION AND JUSTIFICATION:
Approve Third Amendment to an Agreement with Central Star Behavioral Health, Inc. to Extend the Term of the Agreement to June 30, 2023; and Authorize the Board of Supervisors Chair to Sign the Amendment.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
On December 5, 2017 by Resolution 2017-809, the Behavioral Health Unit of Health and Human Services Agency (HHSA) received Board approval to participate in the utilization of one or more beds in a 16-bed regional Crisis Residential Unit (CRU) under construction in Merced through a California Health Facilities Financing Authority (CHFFA) Grant. This Agreement sets forth the terms and conditions under which services at the 16-bed regional Crisis Residential Unit (CRU) in Merced will be provided.

Central Star Behavioral Health (CSBH), Inc was selected to operate the Merced CRU and provide services on behalf of the Multi-County Consortium. CSBH will ensure scope of work for required services and compliance of laws are fulfilled.

On January 8, 2019, the Board of Supervisors approved the Agreement to utilize inpatient services at the CRU through Resolution No. 2019-11. After nine months of operation, the actual costs to operate the facility were $518.18 per day versus the initial estimated cost rate of $371.02 per day. Due to an initial underestimate of costs, the first nine months of this agreement resulted in a significant budget shortfall of $391,288 for the facility shared by the six counties. The Mariposa County share of the increased costs is $45,529.

On November 10, 2020, the Board of Supervisors approved the First Amendment to the Agreement through Resolution No. 2020-659 requesting that the rate be adjusted to reflect actual costs of $518.18 per day.

On July 13, 2021, the Board of Supervisors approved the Second Amendment to Agreement through Resolution No. 2021-409 requesting that the rate be adjusted to

reflect actual costs of $600.07 per day.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
If this amendment is not approved, Behavioral Health crisis response workers may have greater difficulty in placing clients who require emergency psychiatric hospitalization. In addition, HHSA will not be in compliance with cost sharing with the other participating counties.

FINANCIAL IMPACT:
This contract will be paid from the Behavioral Health 1001-402 budget unit using Realignment funds. There is no impact to the County General Fund.

ATTACHMENTS:
Mariposa Co - CSBH CRU - Third Amendment (FY2022-23)v2 - MC edits (PDF)
Central Star - CRU - 2nd Amendment - 2022 - Wsignatures - Res. #2021-409 (1) (PDF)
CS - 1st Amendment 2021 Wsignatures (PDF)
CSBH - CRU Agmt. 2019 - Wsignatures (PDF)

RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Marshall Long, District III Supervisor
SECONDER: Miles Menetrey, District V Supervisor
AYES: Rosemarie Smallcombe, Marshall Long, Wayne Forsythe, Miles Menetrey

THIRD AMENDMENT
TO
CONTRACT NO. 2018169
BETWEEN
MARIPOSA COUNTY
AND
CENTRAL STAR BEHAVIORAL HEALTH, INC.

THIS Amendment to Contract No2018169, is executed by and between the County of Mariposa, a political subdivision of the State of California, (hereinafter called "COUNTY"), and Central Star Behavioral Health, Inc., (hereinafter called “CONTRACTOR").

This Amendment is hereby annexed to and made a part of the printed part of the Agreement to which it is attached or modifies the existing Agreement between the parties. In each instance in which the provisions of this Amendment shall contradict or be inconsistent with the provisions of the printed portion of the original Agreement and any previous amendments, the provision of this Amendment shall prevail and govern and the contradicted or inconsistent provisions shall be deemed amended accordingly. Both parties agree that there is new and adequate consideration for this Amendment.

This Amendment shall be deemed to have been duly approved when executed by both parties to the original Agreement. Once duly approved, this Amendment shall become effective as of the date signed by the Chairman of the Mariposa County Board of Supervisors.

MODIFICATIONS:

a) Section 2, entitled "TERM", is amended to read add as follows:

   The term of this Agreement shall commence on the first (1st) day of July, 2022, and continue until the thirtieth (30th) day of June, 2023, unless sooner terminated in accordance with the sections entitled “TERMINATION FOR CONVENIENCE” or “TERMINATION FOR CAUSE”, as set forth elsewhere in this Agreement.

b) Exhibit R, “Section entitled “Rate” is amended as follows:

   For the term July 1, 2022, through June 30, 2023, the Provisional Rate is as follows:

MEDI-CAL REVENUE:		Rate
3000	Adult Crisis Residential (Mode 05/SFC 40-49)	$600.07

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 an effect.

Except as herein modified, all terms and conditions in said Agreement, as amended by the first amendment, dated November 10, 2020, and the second amendment, dated July 14, 2021, as heretofore approved remain unchanged and in full force and effect.

COUNTY OF MARIPOSA
BOARD OF SUPERVISORS

82034CEC78B
Rosemarie Smallcombe
ZorroSign

By: _____
Name: Rosemarie Smallcombe
Title: Chair, Board of Supervisors

Date: 11/08/2022

CENTRAL STAR BEHAVIORAL HEALTH, INC.

82034CEC7A9
ZorroSign

By: _____
Name: Kent Dunlap
Title: Chief Executive Officer

Date: 11/09/2022

APPROVED AS TO LEGAL FORM
MARIPOSA COUNTY CONSEL

82034CEC777
Steven W. Dahlem
ZorroSign

By: _____
Name: Steven W. Dahlem
Title: County Counsel

Date: 11/08/2022

Countersigned:

82034CEC79F
DanielleyBondshu
ZorroSign

By: _____
Name: Danielle Bondshu
Title: Clerk of the Board,
Mariposa County

MARIPOSA COUNTY

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

RESOLUTION - ACTION REQUESTED 2021-409

MEETING: July 13, 2021

TO: The Board of Supervisors

FROM: Shannon Gadd, Health and Human Services Agency Director

RE: Second Amendment - Agreement with Central Star Behavioral Health for Inpatient Services

---

RECOMMENDATION AND JUSTIFICATION:
Approve Second Amendment to an Agreement with Central Star Behavioral Health, Inc. to Extend the Term of the Agreement through the End of June 30, 2022; and Authorize the Board of Supervisors Chair to Sign the Amendment.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
On January 8, 2019, the Board of Supervisors approved the Agreement to utilize inpatient services at the CRU through Resolution No. 2019-11. After nine months of operation, the actual costs to operate the facility have been $518.18 per day versus the initial estimated cost rate of $371.02 per day. Due to an initial underestimate of costs, the first nine months of this agreement resulted in a significant budget shortfall of $391,288 for the facility shared by the six counties. The Mariposa County share of the increased costs is $45,529. This has the potential to negatively impact cash flow for the CRU and requires the requested amendment.

On November 10, 2020, the Board of Supervisors approved the First Amendment to the Agreement through Resolution No. 2020-659 requesting that the rate be adjusted to reflect actual costs of $518.18 per day.

On December 5, 2017 by Resolution 2017-809, the Behavioral Health Unit of HHSA received Board approval to participate in the utilization of one or more beds in a 16-bed regional Crisis Residential Unit (CRU) under construction in Merced through a California Health Facilities Financing Authority (CHFFA) Grant. This Agreement sets forth the terms and conditions under which services at the 16-bed regional Crisis Residential Unit (CRU) in Merced will be provided.

Central Star Behavioral Health (CSBH), Inc was selected to operate the Merced CRU and provide services on behalf of the Multi-County Consortium. CSBH will ensure scope of work for required services and compliance of laws are fulfilled.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
If this amendment is not approved, Behavioral Health crisis response workers may

have greater difficulty in placing clients who require emergency psychiatric hospitalization. In addition, Mariposa County Behavioral Health will not be in compliance with cost sharing with the other participating counties.

FINANCIAL IMPACT:
This contract will be paid from the Behavioral Health 001-0402 budget unit using Realignment funds. There is no impact to the County General Fund.

ATTACHMENTS:
22-Central Star CRU Amend 02 - June 20 2021 (PDF)
CS - 1st Amendment 2021 Wsignatures (PDF)
CSBH - CRU Agmt. 2019 - Wsignatures (PDF)

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

SECOND AMENDMENT
TO
CONTRACT NO. 2018169
BETWEEN
MARIPOSA COUNTY
AND
CENTRAL STAR BEHAVIORAL HEALTH, INC.

THIS Amendment to Contract No2018169, is executed by and between the County of Mariposa, a political subdivision of the State of California, (hereinafter called "COUNTY"), and Central Start Behavioral Health, Inc., (hereinafter called “CONTRACTOR").

This Amendment is hereby annexed to and made a part of the printed part of the Agreement to which it is attached, or modifies the existing Agreement between the parties. In each instance in which the provisions of this Amendment shall contradict or be inconsistent with the provisions of the printed portion of the original Agreement and any previous amendments, the provision of this Amendment shall prevail and govern and the contradicted or inconsistent provisions shall be deemed amended accordingly. Both parties agree that there is new and adequate consideration for this Amendment.

This Amendment shall be deemed to have been duly approved when executed by both parties to the original Agreement. Once duly approved, this Amendment shall become effective as of the date signed by the Chairman of the Mariposa County Board of Supervisors.

MODIFICATIONS:

a). Section 2, entitled "**TERM**", is amended to read add as follows:

The term of this Agreement shall commence on the first (1st) day of June, 2021, and continue until the thirtieth (30th) day of June, 2022, unless sooner terminated in accordance with the sections entitled “TERMINATION FOR CONVENIENCE” or “TERMINATION FOR CAUSE”, as set forth elsewhere in this Agreement.

b). Section 12, entitled "**INSURANCE**", is amended to read as follows:

A. Prior to the commencement of work, and as a precondition to this contract, CONTRACTOR shall purchase and maintain the following types of insurance for the stated minimum limits indicated during the term of this Agreement. CONTRACTOR shall provide a certificate of insurance and endorsements on each policy as required in this section. Each certificate of insurance shall specify if CONTRACTOR has an SIR, and if so, CONTRACTOR shall be required to provide the entire policy of insurance with which it has a SIR and/or deductible. All deductibles and self-insured retentions shall be fully disclosed in the Certificates of Insurance and are subject to the express written permission of the COUNTY Risk Manager.

1. Commercial General Liability: $2,000,000 per occurrence and $4,000,000 annual aggregate covering products and completed operations, bodily injury, personal injury and property damage. The COUNTY and its officers, employees and agents shall be endorsed to above policy as additional insured, using ISO form CG2026 or an alternate form that is at least as broad as form CG2026, as to any liability arising from the performance of this Agreement.

2. Automobile Liability: $1,000,000 per accident for bodily injury and property damage, or alternatively split limits of $500,000 per person and $1,000,000 per accident for bodily injury with $250,000 per accident for property damage.

3. Workers Compensation: Statutory coverage, if and as required according to the California Labor Code, including Employers' Liability limits of $1,000,000 per accident. The policy shall be endorsed to waive the insurer's subrogation rights against the County.

4. Professional Liability (Errors and Omissions): $2,000,000 limit per occurrence and $5,000,000 annual aggregate limit covering CONTRACTOR's wrongful acts, errors and omissions. Any aggregate limit for professional liability must be separate and in addition to any CGL aggregate limit. Claims – made coverage requires CONTRACTOR to maintain a minimum of three (3) years extended reporting period or tail coverage.

5. Technology Professional Liability Errors and Omissions Insurance appropriate to the CONTRACTOR's profession and work hereunder, with limits not less than $2,000,000 per occurrence. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the CONTRACTOR in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, copyright, trademark, invasion of privacy violations, information theft, release of private information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

   The Policy shall include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the Agency in the care, custody, or control of the CONTRACTOR. If not covered under the CONTRACTOR's liability policy, such "property" coverage of the Agency may be

endorsed onto the CONTRACTOR's Cyber Liability Policy as covered property as follows:

Cyber Liability coverage not less than $2,000,000 per occurrence, and sufficient to cover, the full replacement value of damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the Agency that will be in the care, custody, or control of CONTRACTOR.

B. INSURANCE CONDITIONS

1. Insurance is to be primary and non-contributory with any insurance of the COUNTY and placed with admitted insurers rated by A.M. Best Co. as A: VII or higher. Lower rated, or approved but not admitted insurers, or any other requirement changes (such as limits) are subject to the prior approval of the COUNTY Risk Manager.

2. Each of the above required policies shall be endorsed to provide the COUNTY with thirty (30) days prior written notice of cancellation. The COUNTY is not liable for the payment of premiums or assessments on the policy. No cancellation provisions in the insurance policy shall be construed in derogation of the continuing duty of CONTRACTOR to furnish insurance during the term of this Agreement.

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

4. If the CONTRACTOR uses Sub-CONTRACTORS or others to perform work under this contract, such Sub-CONTRACTOR or other persons shall be Named Insured or Additionally Insured to the CONTRACTOR's required insurance coverage, or required by the CONTRACTOR to comply with equivalent insurance and conditions of this Section.

c) Exhibit A is revised and replaced in its entirety.

d) Exhibit E is revised and replaced in its entirety.

e) Exhibit R, “Section entitled “Rate” is amended as follows:

For the term June 1, 2018 through June 30, 2020, the rate is as follows:

MEDI-CAL REVENUE:	Rate
3000 Adult Crisis Residential (Mode 05/SFC 40-49)	$371.02

For the term July 1, 2020 through June 30, 2022, the rate is as follows:

MEDI-CAL REVENUE:	Rate
3000 Adult Crisis Residential (Mode 05/SFC 40-49)	$518.18

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 an effect. This Amendment is effective retroactive to May 31, 2021. The parties shall treat the Agreement as if it had been in full force and effect continuously since May 31, 2021, without there having been any interruption of the Agreement whatsoever.

Except as herein modified, all terms and conditions in said Agreement, as amended by the first amendment, dated November 10, 2020, as heretofore approved remain unchanged and in full force and effect.

COUNTY OF MARIPOSA
BOARD OF SUPERVISORS

By 53949DED051 Marshall Long ZorroSign
Marshall Long, Chair

07/14/2021
Date

CENTRAL STAR BEHAVIORAL
HEALTH, INC.

By 53949DED06F Kent Dunlap ZorroSign
Kent Dunlap
Chief Executive Officer

07/14/2021
Date

APPROVED AS TO LEGAL FORM
MARIPOSA COUNTY COUNSEL

By 53949DED03D Steven W. Dahlem ZorroSign
~~Deputy~~

07/14/2021
Date

Countersigned:

53949DED065 René LaRoche ZorroSign
Rene LaRoche, Clerk of the Board
Mariposa County

Exhibit A – Mental Health Services Additional Terms and Conditions

1. CONFIDENTIALITY

CONTRACTOR and its employees, agents, or subcontractors shall comply with applicable laws and regulations, including but not limited to California Welfare & Institutions (W&I) Code Section 5328; 42 C.F.R. Part 2 and 45 C.F.R. Parts 160 and 164, and to the HITECH Act in 42 C.F.R., Chapter 156, regarding the confidentiality of patient information. CONTRACTOR shall not use identifying information for any purpose other than carrying out the CONTRACTOR's obligation under this contract.

CONTRACTOR shall not disclose, except as otherwise specifically permitted by the contract or authorized by the client/patient, any such identifying information to anyone other than the COUNTY without prior written authorization from the COUNTY or in accordance with State and Federal laws.

For the purposes of the above paragraphs, identifying information will include, but not be limited to: name, identifying number, symbol, or other identifying particular assigned the individual.

The CONTRACTOR agrees to comply with the provisions of Public Law 104-191 known as The Health Insurance Portability and Accountability Act of 1996 (HIPAA), and the HIPAA Business Associate addendum attached to this Agreement and incorporated by this reference as if fully set forth herein. Any conflict between the terms and conditions of this Agreement and the Business Associate Addendum incorporated are to be read so that the more legally stringent terms and obligation(s) of the CONTRACTOR shall control and be given effect.

COUNTY shall annually monitor CONTRACTOR for compliance and adherence to CONTRACTOR's policies and procedures by requesting CONTRACTOR to attest to the completion of training of its staff and providers with annual copies of any policies and procedures.

2. COMPLIANCE AND ETHICS

CONTRACTOR agrees to establish ethical standards for all staff employed by CONTRACTOR. These standards shall include compliance with state and federal regulations for safeguarding client information. CONTRACTOR agrees to orientate and train staff to enforce established ethical standards.

CONTRACTOR agrees to establish written policies and procedures that ensure organizational and individual compliance.

If CONTRACTOR is unable to establish policies and procedures relating to ethics and compliance, CONTRACTOR will notify COUNTY in writing that it intends to abide by the Mariposa County Behavioral Health and Recovery Services' Compliance and

Integrated Ethics Plan (CIEP).
COUNTY shall annually monitor CONTRACTOR for compliance and adherence to its policies and procedures by requesting CONTRACTOR to attest to the completion of training of its staff and providers with annual copies of any policies and procedures.

3. CULTURAL COMPETENCY

"Cultural Competence" means a set of congruent practice skills, behaviors, attitudes and policies in a system, agency or among those persons providing services that enables that system, agency, or those persons providing services to work effectively in a cross-cultural situations. CONTRACTOR shall have a written policy and procedure that ensure organizational and individual compliance by its staff and providers.

COUNTY shall annually monitor CONTRACTOR for compliance and adherence to its policies and procedures by requesting CONTRACTOR to attest to the completion of training of its staff and providers with annual copies of any policies and procedures.

4. EXCLUDED INDIVIDUALS AND ENTITIES

Employees of CONTRACTOR who, because of convictions or because of current or past failures to comply with state and federal program requirements, become designated as ineligible persons or are identified for exclusion from involvement in state and federal programs, shall be removed from responsibility or participation in or involvement with all aspects of this federally funded program, until such time as the person or entity is no longer identified on the exclusion lists.

CONTRACTOR shall be responsible to perform ongoing exclusion reviews of current employees to ensure that CONTRACTOR does not hire or contract with any individual or entity under sanction or exclusion by the state and federal government. As an outcome of ongoing exclusion reviews, CONTRACTOR agrees to provide to COUNTY written certification under penalty of perjury that no current employee, subcontractor, entity or agent is excluded from participation of Medicaid or Medi-Cal programs per 42 CFR 455.436 and W&I Code Section 14043.61. Detailed reporting shall be made available to COUNTY upon demand. Failure to comply shall lead to contract termination.

CONTRACTOR shall be responsible to ensure and attest to that all providers or any person with a 5 percent or more direct or indirect ownership in the provider under this Agreement have undergone a criminal background check per 42 CFR 455.434 and other applicable State requirements based on the category of the provider.

The COUNTY shall not reimburse for past, present or future services rendered by individuals that were under employment by CONTRACTOR and have been excluded from federal and state participation.

5. MONITORING

COUNTY will monitor ongoing program compliance through facility visits, consumer record review and financial record review. COUNTY Contract Monitors will visit facilities announced or unannounced.

6. NOTIFICATION OF UNUSUAL OCCURRENCE

CONTRACTOR shall notify COUNTY Compliance Officer and appropriate state agency of any unusual occurrences or physical incidents (i.e., abuse, injury and death) that may affect COUNTY's clients within five (5) days of occurrence and, at the request of COUNTY and appropriate state agency, provide a copy of all investigation reports concerning incidents, as well as the appropriate disposition and corrective action taken to resolve the incident.

7. STANDARDS OF PRACTICE

Standards of practice of CONTRACTOR shall be determined by the professional standards of CONTRACTOR's trade or field of expertise and all applicable provisions of law and other rules and regulations of any and all governmental authorities relating to provision of services as defined in this Agreement.

8. COMPENSATION AND LIABILITY FOR DAMAGES UPON TERMINATION

Neither party shall be relieved of liability to the other for damages sustained by either party by virtue of any breach of this Agreement, regardless of whether this Agreement was terminated for cause or for convenience. COUNTY may withhold any payments not yet made to CONTRACTOR for purpose of setoff until such time as the exact amount of damages due to COUNTY from CONTRACTOR is determined and established in writing, signed by both parties.

9. STAFFING, TRAINING AND SUPERVISION

CONTRACTOR shall train and maintain appropriate supervision of all persons providing services under this Agreement with particular emphasis on the supervision of para-professionals, interns, students, and clinical volunteers in accordance with CONTRACTOR's clinical supervision policy.

CONTRACTOR shall be responsible for the training of all appropriate staff on applicable State manuals and/or training materials and State and COUNTY policies and procedures as well as on any other matters that COUNTY may reasonably require.

10. QUALITY MANAGEMENT/UTILIZATION REVIEW

CONTRACTOR shall be in full compliance with COUNTY's Quality Management Plan. COUNTY shall have access to, and conduct audits and reviews of, records, policies and procedures incident reports, and related activities it deems necessary to support COUNTY's Quality Management functions.

CONTRACTOR and COUNTY, to the extent feasible, shall include their respective Quality Management staff in each other's Quality Management activities. Such activities shall include, but not be limited to, Quality Improvement Councils, chart audits, program compliance reviews, and Medi-Cal certifications.

COUNTY's Quality Assurance Plan: The COUNTY or its agent will evaluate CONTRACTOR's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing CONTRACTOR's compliance with all contract terms and performance standards. CONTRACTOR deficiencies which COUNTY determines are severe or continuing and that may place performance of the Agreement in jeopardy if not corrected may be reported to the Managed Care/Quality Improvement Unit. The report will include improvement/corrective action measures taken by the COUNTY and CONTRACTOR. If improvement does not occur consistent with the corrective action measures, COUNTY may terminate this Agreement or impose other penalties as specified in this Agreement.

11. PATIENT RIGHTS AND PROBLEM RESOLUTION PROCESS

CONTRACTOR shall comply with all relevant rules, regulations, statutes, and COUNTY policies and procedures related to individuals' rights to a complaint process and timely compliant resolution.

CONTRACTOR shall comply with the Mental Health Plans (MHPs) Medi-Cal beneficiary and/or Mental Health Services Act problem resolution process. This does not preclude CONTRACTOR's commitment to resolve problems or complaints by Medi-Cal beneficiaries at the informal level as simply and quickly as possible. Nothing in this Agreement shall prevent Medi-Cal beneficiaries from utilizing the MHPs and other rights and processes regarding complaints and grievances, which are guaranteed by statute.

Provision of this Agreement shall not be construed to replace or conflict with the duties of COUNTY's Patients' Rights Advocate as described in Section 5520 of the W & I Code.

12. CREDENTIALING

If CONTRACTOR is performing Medi-Cal billable services under this Agreement, CONTRACTOR must follow COUNTY's credentialing and re-credentialing process for CONTRACTORS applicable staff and subcontractors.

This process is required to be completed prior to reimbursement for Medi-Cal eligible services. The CONTRACTOR is responsible to notify the COUNTY of all treating providers, applicable administration, and subcontracted providers performing under this Agreement and assisting in the credentialing process as needed. Once initial credentialing is completed, a re-credentialing process will occur no less than every three (3) years.

13. INSPECTION

Each CONTRACTOR/Consultant shall comply with the requirement that the subcontractor make all of its premises, physical facilities, equipment, books, records, documents, contracts, computers, or other electronic systems pertaining to Medi-Cal enrollees, Medi-Cal-related activities, services and activities furnished under the terms of the subcontract, or determinations of amounts payable available at any time for inspection, examination or copying by the Department, CMS, HHS Inspector General, the United States Comptroller General, their designees, and other authorized federal and state agencies. (42 C.F.R. §438.3(h).) This audit right will exist for 10 years from the final date of the contract period or from the date of completion of any audit, whichever is later. (42 C.F.R. § 438.230(c)(3)(iii).)

The Department, CMS, or the HHS Inspector General may inspect, evaluate, and audit the subcontractor at any time if there is a reasonable possibility of fraud or similar risk, then. (42 C.F.R. § 438.230(c)(3)(iv).)

14. COMPLIANCE

The CONTRACTOR, and its subcontractors to the extent that the subcontractors are delegated responsibility by the CONTRACTOR for coverage of services and payment of claims under this Agreement, shall implement and maintain arrangements or procedures that are designed to detect and prevent fraud, waste, and abuse per 42 CFR §438.608.

If CONTRACTOR is unable to establish policies and procedures relating to compliance, CONTRACTOR will notify COUNTY in writing that it intends to abide by the Mariposa County Behavioral Health and Recovery Services' Compliance Plan.

15. WHISTLEBLOWERS

CONTRACTOR shall have policy and/or procedures to receive and investigate information from whistleblowers relating to the integrity of the CONTRACTOR or network providers receiving Federal funds under 42 CFR, Part 438.

16. CHILD ABUSE REPORTING

CONTRACTOR shall establish a procedure acceptable to the COUNTY to ensure that all employees, volunteers, consultants, sub-contractors or agents performing service

under this contract report child abuse or neglect to a county welfare department as defined in California Penal Code, Section 11165.9.

17. ADULT ABUSE REPORTING

CONTRACTOR shall establish a procedure acceptable to the COUNTY to ensure that all employees, volunteers, consultants, sub-contractors or agents performing service under this contract report adult abuse or neglect to a county welfare department as defined in California Penal Code, Section 11165.9.

Exhibit E – HIPAA Business Associate Addendum

This Health Insurance Portability Accountability Act (hereafter referred to as "HIPAA") Business Associate Addendum supplements and is made a part of the parties underlying Agreement by and between the COUNTY and the CONTRACTOR (referred to hereafter as "Business Associate").

I. Recitals – STANDARD RISK

1. This Contract (Agreement) has been determined to constitute a business associate relationship under the Health Insurance Portability and Accountability Act ("HIPAA") and its implementing privacy and security regulations at 45 CFR Parts 160 and 164 ("the HIPAA regulations:").

2. The County of Mariposa ("COUNTY") wishes to disclose to Business Associate certain information pursuant to the terms of this Agreement, some of which may constitute Protected Health Information ("PHI").

3. "Protected Health Information" or "PHI" means any information, whether oral or recorded in any form or medium that relates to the past, present, or future physical or mental condition of an individual, the provision of health and dental care to an individual, or the past, present, or future payment for the provision of health and dental care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. PHI shall have the meaning given to such term under HIPAA and HIPAA regulations, as the same may be amended from time to time.

4. "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of PHI, or confidential data that is essential to the ongoing operation of the Business Associate's organization and intended for internal use; or interference with system operations in an information system.

5. As set forth in this Agreement, "CONTRACTOR," here and after, is the Business Associate of COUNTY that provides services, arranges, performs or assists in the performance of functions or activities on behalf of COUNTY and creates, receives, maintains, transmits, uses or discloses PHI.

6. COUNTY and Business Associate desire to protect the privacy and provide for the security of PHI created, received, maintained, transmitted, used or disclosed pursuant to this Agreement, in compliance with HIPAA and HIPAA regulations and other applicable laws.

7. The purpose of the Addendum is to satisfy certain standards and requirements of HIPAA and the HIPAA regulations.

8. The terms used in this Addendum, but not otherwise defined, shall have the same meanings as those terms in the HIPAA regulations.

II. In exchanging information pursuant to this Agreement, the parties agree as follows:

1. Permitted Uses and Disclosures of PHI by Business Associate

A. ***Permitted Uses and Disclosures.*** Except as otherwise indicated in this Addendum, Business Associate may use or disclose PHI only to perform functions, activities or services specified in this Agreement, for, or on behalf of COUNTY, provided that such use or disclosure would not violate the HIPAA regulations, if done by COUNTY.

B. ***Specific Use and Disclosure Provisions.*** Except as otherwise indicated in this Addendum, Business Associate may:

1) ***Use and disclose for management and administration.*** Use and disclose PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided that disclosures are required by law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware that the confidentiality of the information has been breached.

2) ***Provision of Data Aggregation Services.*** Use PHI to provide data aggregation services to COUNTY. Data aggregation means the combining of PHI created or received by the Business Associate on behalf of COUNTY with PHI received by the Business Associate in its capacity as the Business Associate of another covered entity, to permit data analyses that relate to the health care operations of COUNTY.

2. Responsibilities of Business Associate

Business Associate agrees:

A. ***Nondisclosure.*** Not to use or disclose Protected Health Information (PHI) other than as permitted or required by this Agreement or as required by law.

B. ***Safeguards.*** To implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the PHI, including electronic PHI, that it creates, receives, maintains, uses or transmits on behalf of COUNTY; and to prevent use or disclosure of PHI other than as provided for by this Agreement. Business Associate shall develop and maintain

a written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Business Associate's operations and the nature and scope of its activities, and which incorporates the requirements of section C, Security, below. Business Associate will provide COUNTY with its current and updated policies.

C. ***Security***. To take any and all steps necessary to ensure the continuous security of all computerized data systems containing PHI, and provide data security procedures for the use of COUNTY at the end of the contract period. These steps shall include, at a minimum:

1) Complying with all of the data system security precautions listed in this Agreement or in an Exhibit incorporated into this Agreement; and

2) Complying with the safeguard provisions in the COUNTY Information Security Policies or requirements set forth in State or Federal guidelines applicable. In case of a conflict between any of the security standards contained in any of these enumerated sources of security standards, the most stringent shall apply. The most stringent means that safeguard which provides the highest level of protection to PHI from unauthorized disclosure. Further, Business Associate must comply with changes to these standards that occur after the effective date of this Agreement.

Business Associate shall designate a Security Officer to oversee its data security program who shall be responsible for carrying out the requirements of this section and for communicating on security matters with COUNTY.

D. ***Mitigation of Harmful Effects***. To mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate or its subcontractors in violation of the requirements of this Addendum.

E. ***Business Associate's Agents***. To ensure that any agents, including subcontractors, to whom Business Associate provides PHI received from or created or received by Business Associate on behalf of COUNTY, agree to the same restrictions and conditions that apply to Business Associate with respect to such PHI, including implementation of reasonable and appropriate administrative, physical, and technical safeguards to protect such PHI; and to incorporate, when applicable, the relevant provisions of this Addendum into each subcontract or subaward to such agents or subcontractors.

F. ***Availability of Information to COUNTY and Individuals***. To provide access as COUNTY may require, and in the time and manner designated by COUNTY (upon reasonable notice and during Business Associate's normal business hours) to PHI in a Designated Record Set, to COUNTY (or, as directed by COUNTY), to an Individual, in accordance with 45 CFR Section §164.524. Designated Record Set

means the group of records maintained for COUNTY that includes medical, dental and billing records about individuals; enrollment, payment, claims adjudication, and case or medical management systems maintained for COUNTY health plans; or those records used to make decisions about individuals on behalf of COUNTY. Business Associate shall use the forms and processes developed by COUNTY for this purpose and shall respond to requests for access to records transmitted by COUNTY within fifteen (15) calendar days of receipt of the request by producing the records or verifying that there are none.

G. ***Amendment of PHI.*** To make any amendment(s) to PHI that COUNTY directs or agrees to pursuant to 45 CFR Section §164.526, in the time and manner designated by COUNTY.

H. ***Internal Practices.*** To make Business Associate's internal practices, books and records relating to the use and disclosure of PHI received from COUNTY, or created or received by Business Associate on behalf of COUNTY, available to COUNTY or to the Secretary of the U.S. Department of Health and Human Services in a time and manner designated by COUNTY or by the Secretary, for purposes of determining COUNTY compliance with the HIPAA regulations.

I. ***Documentation of Disclosures.*** To document and make available to COUNTY or (at the direction of COUNTY to an Individual such disclosures of PHI, and information related to such disclosures, necessary to respond to a proper request by the subject Individual for an accounting of disclosures of PHI, in accordance with 45 CFR §164.528.

J. ***Notification of Breach.*** During the term of this Agreement:

1) ***Discovery of Breach.*** To notify COUNTY ***immediately by telephone call plus email or fax*** upon the discovery of breach of security of PHI in computerized form if the PHI was, or is reasonably believed to have been, acquired by an unauthorized person, or ***within 24 hours by email or fax*** of any suspected security incident, intrusion or unauthorized use or disclosure of PHI in violation of this Agreement and this Addendum, or potential loss of confidential data affecting this Agreement. Notification shall be provided to the COUNTY Compliance Manager. If the incident occurs after business hours or on a weekend or holiday and involves electronic PHI, notification shall be provided using the "Privacy Incident Reporting Form" located at the following web address:

http://www.dhcs.ca.gov/formsandpubs/laws/priv/Pages/DHCSBusinessAssociatesOnly.aspx

Business Associate shall take:

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

ii. Any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations.

2) ***Investigation of Breach.*** To immediately investigate such security incident, breach, or unauthorized use or disclosure of PHI or confidential data. Within 24 hours of the discovery, to notify the COUNTY Compliance Manager of:

   i. What data elements were involved and the extent of the data involved in the breach,

   ii. A description of the unauthorized persons known or reasonably believed to have improperly used or disclosed PHI or confidential data,

   iii. A description of where the PHI or confidential data is believed to have been improperly transmitted, sent, or utilized, and

   iv. A description of the probable causes of the improper use or disclosure;

3) ***Written Report.*** To provide a written report of the investigation to the COUNTY Compliance Manager within ten (10) working days of the discovery of the breach or unauthorized use or disclosure. The report shall include, but not be limited to, the information specified above, as well as a full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the improper use or disclosure.

4) ***Notification of Individuals.*** To notify individuals of the breach or unauthorized use or disclosure when notification is required under state or federal law and to pay any costs of such notifications, as well as any costs associated with the breach. The COUNTY Compliance Manager shall approve the time, manner and content of any such notifications.

5) ***COUNTY Contact Information.*** To direct communications to the above referenced COUNTY staff, the CONTRACTOR shall initiate contact as indicated herein COUNTY reserves the right to make changes to the contact information below by giving written notice to the CONTRACTOR. Said changes shall not require an amendment to this Agreement or Addendum.

COUNTY
Compliance Manager P.O. Box 99 Mariposa, CA 95338 (209) 966-2000

K. ***Employee Training and Discipline****.* To train and use reasonable measures to ensure compliance with the requirements of this Addendum by employees who assist in the performance of functions or activities on behalf of COUNTY under this Agreement and use or disclose PHI; and discipline such employees who intentionally violate any provisions of this Addendum, including by termination of employment. In complying with the provisions of this section K, Business Associate shall observe the following requirements:

1) Business Associate shall provide information privacy and security training, at least annually, at its own expense, to all its employees who assist in the performance of functions or activities on behalf of COUNTY under this Agreement and use or disclose PHI.

2) Business Associate shall require each employee who receives information privacy and security training to sign a certification, indicating the employee's name and the date on which the training was completed.

3) Business Associate shall retain each employee's written certifications for COUNTY inspection for a period of three years following contract termination.

3. Obligations of County

COUNTY agrees to:

A. ***Notice of Privacy Practices****.* Provide Business Associate with the Notice of Privacy Practices that COUNTY produces in accordance with 45 CFR §164.520, as well as any changes to such notice.

B. ***Permission by Individuals for Use and Disclosure of PHI****.* Provide the Business Associate with any changes in, or revocation of, permission by an Individual to use or disclose PHI, if such changes affect the Business Associate's permitted or required uses and disclosures.

C. ***Notification of Restrictions****.* Notify the Business Associate of any restriction to the use or disclosure of PHI that COUNTY has agreed to in accordance with 45 CFR §164.522, to the extent that such restriction may affect the Business Associate's use or disclosure of PHI.

D. ***Notification of Patient Confidential Communications.*** Notify the Business Associate of any patient (or patient's representative) preferences (or changes to) regarding method of or how to communicate with the patient.

E. ***Requests Conflicting with HIPAA Rules****.* Not request the Business Associate to use or disclose PHI in any manner that would not be permissible under the HIPAA regulations if done by COUNTY.

4. Audits, Inspection and Enforcement

From time to time, COUNTY may inspect the facilities, systems, books and records of Business Associate to monitor compliance with this Agreement and this Addendum. Business Associate shall promptly remedy any violation of any provision of this Addendum and shall certify the same to the COUNTY Compliance Manager in writing. The fact that COUNTY inspects, or fails to inspect, or has the right to inspect, Business Associate's facilities, systems and procedures does not relieve Business Associate of its responsibility to comply with this Addendum, nor does COUNTY:

A. Failure to detect; or

B. Detection, but failure to notify Business Associate or require Business Associate's remediation of any unsatisfactory practices constitute acceptance of such practice or a waiver of COUNTY enforcement rights under this Agreement and this Addendum.

5. Termination

A. ***Termination for Cause***. Upon COUNTY knowledge of a material breach of this Addendum by Business Associate, COUNTY shall:

1) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement if Business Associate does not cure the breach or end the violation within the time specified by COUNTY;

2) Immediately terminate this Agreement if Business Associate has breached a material term of this Addendum and cure is not possible; or

3) If neither cure nor termination is feasible, report the violation to the Secretary of the U.S. Department of Health and Human Services.

B. ***Judicial or Administrative Proceedings***. Business Associate will notify COUNTY if it is named as a defendant in a criminal proceeding for a violation of HIPAA. COUNTY may terminate this Agreement if Business Associate is found guilty of a criminal violation of HIPAA. COUNTY may terminate this Agreement if a finding or stipulation that the Business Associate has violated any standard or requirement of HIPAA, or other security or privacy laws is made in any administrative or civil proceeding in which the Business Associate is a party or has been joined.

C. ***Effect of Termination***. Upon termination or expiration of this Agreement for any reason, Business Associate shall return or destroy all PHI received from COUNTY (or created or received by Business Associate on behalf of COUNTY that Business Associate still maintains in any form, and shall retain no copies of such PHI or, if return or destruction is not feasible, shall continue to extend the protections of this

Addendum to such information, and shall limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate.

6. Miscellaneous Provisions

A. ***Disclaimer.*** COUNTY makes no warranty or representation that compliance by Business Associate with this Addendum, HIPAA or the HIPAA regulations will be adequate or satisfactory for Business Associate's own purposes or that any information in Business Associate's possession or control, or transmitted or received by Business Associate, is or will be secure from unauthorized use or disclosure. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI.

B. ***Amendment.*** The parties acknowledge that federal and state laws relating to electronic data security and privacy are rapidly evolving and that amendment of this Addendum may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HIPAA regulations and other applicable laws relating to the security or privacy of PHI. Upon COUNTY request, Business Associate agrees to promptly enter into negotiations with COUNTY concerning an amendment to this Addendum embodying written assurances consistent with the standards and requirements of HIPAA, the HIPAA regulations or other applicable laws. COUNTY may terminate this Agreement upon thirty (30) days written notice in the event:

1) Business Associate does not promptly enter into negotiations to amend this Addendum when requested by COUNTY pursuant to this Section, or

2) Business Associate does not enter into an amendment providing assurances regarding the safeguarding of PHI that COUNTY in its sole discretion, deems sufficient to satisfy the standards and requirements of HIPAA and the HIPAA regulations.

C. ***Assistance in Litigation or Administrative Proceedings.*** Business Associate shall make itself and any subcontractors, employees or agents assisting Business Associate in the performance of its obligations under this Agreement, available to COUNTY at no cost to COUNTY to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against COUNTY, its directors, officers or employees based upon claimed violation of HIPAA, the HIPAA regulations or other laws relating to security and privacy, which involves inactions or actions by the Business Associate, except where Business Associate or its subcontractor, employee or agent is a named adverse party.

D. ***No Third-Party Beneficiaries.*** Nothing express or implied in the terms and conditions of this Addendum is intended to confer, nor shall anything herein confer, upon any person other than COUNTY or Business Associate and their respective successors or assignees, any rights, remedies, obligations or liabilities whatsoever.

E. ***Interpretation.*** The terms and conditions in this Addendum shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HIPAA regulations and applicable state laws. The parties agree that any ambiguity in the terms and conditions of this Addendum shall be resolved in favor of a meaning that complies and is consistent with HIPAA and the HIPAA regulations.

F. ***Regulatory References.*** A reference in the terms and conditions of this Addendum to a section in the HIPAA regulations means the section as in effect or as amended.

G. ***Survival.*** The respective rights and obligations of Business Associate under Section 6.C of this Addendum shall survive the termination or expiration of this Agreement.

H. ***No Waiver of Obligations***. No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.

7. Business Associate Data Security Requirements

A. ***Personnel Controls***

1) ***Employee Training.*** All workforce members who assist in the performance of functions or activities on behalf of County, or access or disclose County PHI or PI must complete information privacy and security training, at least annually, at Business Associate'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 contract termination.

2) ***Employee Discipline.*** Appropriate sanctions must be applied against workforce members who fail to comply with privacy policies and procedures or any provisions of these requirements, including termination of employment where appropriate.

3) **Confidentiality Statement.** All persons that will be working with County PHI or PI must sign a confidentiality statement that includes, at a minimum, General Use, Security and Privacy Safeguards, Unacceptable Use, and Enforcement

Policies. The statement must be signed by the workforce member prior to access to COUNTY PHI or PI. The statement must be renewed annually. The CONTRACTOR shall retain each person's written confidentiality statement for COUNTY inspection for a period of six (6) years following contract termination.

4) ***Background Check.*** Before a member of the workforce may access COUNTY PHI or PI, a thorough background check of that worker must be conducted, with evaluation of the results to assure that there is no indication that the worker may present a risk to the security or integrity of confidential data or a risk for theft or misuse of confidential data. The CONTRACTOR shall retain each workforce member's background check documentation for a period of three (3) years following contract termination.

B. ***Technical Security Controls***

1) ***Workstation/Laptop encryption.*** All workstations and laptops that process and/or store COUNTY PHI or PI must be encrypted using a FIPS 140-2 certified algorithm which is 128bit or higher, such as Advanced Encryption Standard (AES). The encryption solution must be full disk unless approved by the COUNTY Information Security Office.

2) ***Server Security.*** Servers containing unencrypted COUNTY PHI or PI must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review.

3) ***Minimum Necessary.*** Only the minimum necessary amount of COUNTY PHI or PI required to perform necessary business functions may be copied, downloaded, or exported.

4) ***Removable media devices.*** All electronic files that contain COUNTY PHI or PI data must be encrypted when stored on any removable media or portable device (i.e. USB thumb drives, floppies, CD/DVD, smartphones, backup tapes etc.). Encryption must be a FIPS 140-2 certified algorithm which is 128bit or higher, such as AES.

5) ***Antivirus software.*** All workstations, laptops and other systems that process and/or store COUNTY PHI or PI must install and actively use comprehensive anti-virus software solution with automatic updates scheduled at least daily.

6) ***Patch Management.*** All workstations, laptops and other systems that process and/or store COUNTY PHI or PI must have critical security patches applied, with system reboot if necessary. There must be a documented patch management process which determines installation timeframe based on risk assessment and vendor recommendations. At a maximum, all applicable patches must be installed within 30 days of vendor release.

7) ***User IDs and Password Controls.*** All users must be issued a unique username for accessing COUNTY PHI or PI. Username must be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee with knowledge of the password, at maximum within 24 hours. Passwords are not to be shared. Passwords must be at least eight characters and must be a non-dictionary word. Passwords must not be stored in readable format on the computer. Passwords must be changed every 90 days, preferably every 60 days. Passwords must be changed if revealed or compromised. Passwords must be composed of characters from at least three of the following four groups from the standard keyboard:

   i. Upper case letters (A-Z)
   ii. Lower case letters (a-z)
   iii. Arabic numerals (0-9)
   iv. Non-alphanumeric characters (punctuation symbols)

8) ***Data Destruction.*** When no longer needed, all COUNTY PHI or PI must be cleared, purged, or destroyed consistent with NIST Special Publication 800-88, Guidelines for Media Sanitization such that the PHI or PI cannot be retrieved.

9) ***System Timeout.*** The system providing access to COUNTY PHI or PI must provide an automatic timeout, requiring re-authentication of the user session after no more than 20 minutes of inactivity.

10) ***Warning Banners.*** All systems providing access to COUNTY PHI or PI must display a warning banner stating that data is confidential, systems are logged, and system use is for business purposes only by authorized users. User must be directed to log off the system if they do not agree with these requirements.

11) ***System Logging.*** The system must maintain an automated audit trail which can identify the user or system process which initiates a request for COUNTY PHI or PI, or which alters COUNTY PHI or PI. The audit trail must be date and time stamped, must log both successful and failed accesses, must be read only, and must be restricted to authorized users. If COUNTY PHI or PI is stored in a database, database logging functionality must be enabled. Audit trail data must be archived for at least 3 years after occurrence.

12) ***Access Controls.*** The system providing access to COUNTY PHI or PI must use role based access controls for all user authentications, enforcing the principle of least privilege.

13) ***Transmission encryption.*** All data transmissions of COUNTY PHI or PI outside the secure internal network must be encrypted using a FIPS 140-2 certified algorithm which is 128bit or higher, such as AES. Encryption can be end to end at the network level, or the data files containing PHI can be

encrypted. This requirement pertains to any type of PHI or PI in motion such as website access, file transfer, and E-Mail.

14) ***Intrusion Detection***. All systems involved in accessing, holding, transporting, and protecting COUNTY PHI or PI that are accessible via the Internet must be protected by a comprehensive intrusion detection and prevention solution.

C. ***Audit Controls***

1) ***System Security Review.*** All systems processing and/or storing COUNTY PHI or PI must have at least an annual system risk assessment/security review which provides assurance that administrative, physical, and technical controls are functioning effectively and providing adequate levels of protection. Reviews should include vulnerability scanning tools.

2) ***Log Reviews.*** All systems processing and/or storing COUNTY PHI or PI must have a routine procedure in place to review system logs for unauthorized access.

3) ***Change Control.*** All systems processing and/or storing COUNTY PHI or PI must have a documented change control procedure that ensures separation of duties and protects the confidentiality, integrity and availability of data.

D. ***Business Continuity / Disaster Recovery Controls***

1) ***Emergency Mode Operation Plan.*** CONTRACTOR must establish a documented plan to enable continuation of critical business processes and protection of the security of electronic COUNTY PHI or PI in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this Agreement for more than 24 hours.

2) ***Data Backup Plan.*** CONTRACTOR must have established documented procedures to backup COUNTY PHI to maintain retrievable exact copies of COUNTY PHI or PI. The plan must include a regular schedule for making backups, storing backups offsite, an inventory of backup media, and an estimate of the amount of time needed to restore COUNTY PHI or PI should it be lost. At a minimum, the schedule must be a weekly full backup and monthly offsite storage of COUNTY data.

E. ***Paper Document Controls***

1) ***Supervision of Data.*** COUNTY PHI or PI in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that information is not being observed by an employee authorized to access the information. COUNTY PHI or PI in paper

form shall not be left unattended at any time in vehicles or planes and shall not be checked in baggage on commercial airplanes.

2) ***Escorting Visitors.*** Visitors to areas where COUNTY PHI or PI is contained shall be escorted and COUNTY PHI or PI shall be kept out of sight while visitors are in the area.

3) ***Confidential Destruction.*** COUNTY PHI or PI must be disposed of through confidential means, such as cross cut shredding and pulverizing.

4) ***Removal of Data.*** COUNTY PHI or PI must not be removed from the premises of the CONTRACTOR except with express written permission of COUNTY.

5) ***Faxing.*** Faxes containing COUNTY PHI or PI shall not be left unattended and fax machines shall be in secure areas. Faxes shall contain a confidentiality statement notifying persons receiving faxes in error to destroy them. Fax numbers shall be verified with the intended recipient before sending the fax.

6) ***Mailing.*** Mailings of COUNTY PHI or PI shall be sealed and secured from damage or inappropriate viewing of PHI or PI to the extent possible. Mailings which include 500 or more individually identifiable records of COUNTY PHI or PI in a single package shall be sent using a tracked mailing method which includes verification of delivery and receipt, unless the prior written permission of COUNTY to use another method is obtained.

MARIPOSA COUNTY

HHS/Behavioral Health & Recovery Services · (209) 9(

RESOLUTION - ACTION REQUESTED 2020-659

MEETING: November 10, 2020

TO: The Board of Supervisors

FROM: Shannon Gadd, Health and Human Services Agency Director

RE: First Amendment - Agreement with Central Star Behavioral Health for Inpatient Services

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RECOMMENDATION AND JUSTIFICATION:
Approve the First Amendment to Agreement with Central Star Behavioral Health, Inc. to increase the Provisional Rate from $371.02 to a new amount not to exceed $518.18; and authorize the Board of Supervisors Chair to sign the amendment.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
On January 8, 2019, the Board of Supervisors approved the Agreement to utilize inpatient services at the CRU through Resolution No. 2019-11. After nine months of operation, the actual costs to operate the facility have been $518.18 per day versus the initial estimated cost rate of $371.02 per day. Due to an underestimate of costs, the initial nine months of this agreement resulted in a significant budget shortfall of $391,288 for the facility shared by the six-county consortium. The Mariposa County share of the increased costs is $45,529. This has the potential to negatively impact cash flow for the CRU and requires the requested amendment. Mariposa County Health and Human Services Agency requests that the rate be adjusted to reflect actual costs of $518.18 per day.

On December 5, 2017 by Resolution 2017-809, the Behavioral Health Unit of HHSA received Board approval to participate in the utilization of one or more beds in a 16-bed regional Crisis Residential Unit (CRU) under construction in Merced through a California Health Facilities Financing Authority (CHFFA) Grant. This Agreement sets forth the terms and conditions under which services at the 16-bed regional Crisis Residential Unit (CRU) in Merced will be provided.

Central Star Behavioral Health (CSBH), Inc was selected to operate the Merced CRU and provide services on behalf of the Multi-County Consortium. CSBH will ensure scope of work for required services and compliance of laws are fulfilled.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
If this amendment is not approved, Behavioral Health crisis response workers may have greater difficulty in placing clients who require emergency psychiatric

Resolution - Action Requested 2020-659

hospitalization. In addition, Mariposa County Behavioral Health will not be in compliance with cost sharing under the multi-county consortium agreement.

FINANCIAL IMPACT:
This contract will be paid from the Behavioral Health 001-0402 budget unit using Realignment funds. There is no impact to the County General Fund.

ATTACHMENTS:
First Amendment - Central Star Behavior Agreement 2021 Wcsignature (PDF)
Central Star CRU 20-21 Rate Request 6.20 (PDF)
CSBH - CRU Agmt. 2019 - Wsignatures (PDF)

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

RES. NO. 20-659

FIRST AMENDMENT TO AGREEMENT FOR SPECIAL SERVICES

THIS FIRST AMENDMENT TO AGREEMENT FOR SPECIAL SERVICES is made and entered into this 10th day of November 2020 by and between the County of Mariposa, a political subdivision of the State of California hereinafter referred to as **"County,"** and Central Star Behavioral, Inc., hereinafter referred to as **"Contractor."**

WHEREAS, County and **Contractor** have heretofore entered into an Agreement dated January 8, 2019, wherein **Contractor** agreed to provide inpatient 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. Exhibit R – Crisis Residential Unit Scope of Work and Rate, is hereby amended to increase rate in *3000 Adult Crisis Residential (Mode 05/SFC 40-49)* from $371.02 to $518.18.

2. Except as herein amended, the Agreement dated January 8, 2019 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:

Kevin Cann, Chair
Mariposa County Board of Supervisors

CONTRACTOR:

(Signature)

ATTEST:

RENE LAROCHE
Clerk of the Board

APPROVED AS TO FORM:

STEVEN W. DAHLEM
County Counsel

MARIPOSA COUNTY

HHS/Behavioral Health & Recovery Services · (209) 9(

RESOLUTION - ACTION REQUESTED 2019-11

MEETING: January 8, 2019

TO: The Board of Supervisors

FROM: Chevon Kothari, Health and Human Services Director

RE: Agreement with Central Star Behavioral Health for Special Services

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RECOMMENDATION AND JUSTIFICATION:
Approve an agreement with Central Star Behavioral Health, Inc. to provide inpatient services at the Merced Crisis Residential Unit (CRU); and authorize the Board of Supervisors Chair to sign the agreement.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
On December 5, 2017 by Resolution 2017-809, the Behavioral Health Unit of Mariposa County Health and Human Services received Board approval to participate in the utilization of one or more beds in a 16-bed regional Crisis Residential Unit (CRU) under construction in Merced through a California Health Facilities Financing Authority (CHFFA) Grant. This Agreement.sets forth the terms and conditions under which services at the 16-bed regional Crisis Residential Unit (CRU) in Merced will be provided.

Central Star Behavioral Health (CSBH), Inc was selected to operate the Merced CRU and provide services on behalf of the Multi-County Consortium. CSBH will ensure scope of work for required services and compliance of laws are fulfilled.

The County does not operate psychiatric inpatient hospital facilities and therefore contracts for such placements. Multiple contracts are necessary to meet the potential need for mental health emergency services because beds are in short supply throughout California. If the County limits the number of contracts, there may come a time when someone is a danger to themselves or others and no bed space is available

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

If this agreement is not approved, Behavioral Health crisis response workers may have greater difficulty in placing clients who require emergency psychiatric hospitalization. In addition, Mariposa County Behavioral Health will not be in compliance with the multi-county consortium agreement and may run the risk of forfeiture of funds from CHFFA Grant that allowed for the purchase of the crisis response vehicle.

Resolution - Action Requested 2019-11

FINANCIAL IMPACT:
This contract will be paid from the Behavioral Health 001-0402 budget unit using Realignment funds. There is no impact to the County General Fund.

ATTACHMENTS:
CSBH Agreement 2019 CRU - Wcsignature (PDF)

RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Rosemarie Smallcombe, District I Supervisor
SECONDER: Kevin Cann, District IV Supervisor
AYES: Smallcombe, Jones, Long, Cann, Menetrey

RES. NO. 19-11

AGREEMENT FOR SPECIAL SERVICES
between

CENTRAL STAR BEHAVIORAL HEALTH, INC.
and
COUNTY of MARIPOSA

CONTRACT NO. _____

THIS AGREEMENT, is made and entered into by and between the County of Mariposa, a political subdivision of the State of California, (hereinafter referred to as "COUNTY"), and Central Star Behavioral Health, Inc., located at 1501 Hughes Way, Ste. 150, Long Beach, CA 90810, (hereinafter referred to as "CONTRACTOR").

WHEREAS, Merced County, Madera County, Mariposa County, Calaveras County, Tuolumne County, and Stanislaus County (hereinafter referred to as "COUNTIES") have obtained joint funding from the California Health Facilities Financing Authority (hereinafter referred to as "CHFFA") through the Investment in Mental Health Wellness Act of 2013; and

WHEREAS, the funding from CHFFA was used to establish a Crisis Residential Unit (CRU) in Merced County to provide mental health related services such as crisis residential treatment services (CRTS); and

WHEREAS, COUNTY, through its Mental Health Program, has need for CRTS for their consumers; and

WHEREAS, CONTRACTOR is specially trained, experienced, and competent to perform services such as CRTS in the CRU as needed by COUNTY and its consumers; and

WHEREAS, COUNTY desires to contract with CONTRACTOR for special services including CRTS; and

WHEREAS, the parties desire to set forth herein the terms and conditions under which said services shall be furnished.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties hereby agree as follows:

1. SCOPE OF SERVICES

CONTRACTOR shall provide special services, such as CRTS, in accordance with the terms and conditions stated herein, and any specifically referenced attachments hereto. A copy of the Request for Proposal No. 7232 submitted proposal by CONTRACTOR to Merced County shall be provided upon request.

The following exhibits are specifically incorporated by reference, attached hereto, and made a part hereof, except when in conflict with this Agreement or modified

herein:

Exhibit A -	Mental Health Additional Terms and Conditions
Exhibit E -	HIPAA Business Associate Addendum
Exhibit G -	Disclosure of Ownership & Controlling Interest Statement
Exhibit R -	Crisis Residential Unit Scope of Work and Rate
Exhibit X -	Crisis Residential Unit Additional Terms and Conditions

2. TERM

The term of this Agreement shall commence on the first (1st) day of February, 2019, and continue until the thirty first (31st) day of May, 2021, unless sooner terminated in accordance with the sections entitled "TERMINATION FOR CONVENIENCE" or "TERMINATION FOR CAUSE", as set forth elsewhere in this Agreement.

3. COMPENSATION

COUNTY agrees to pay CONTRACTOR **at the rate set forth in Exhibit R, for all work detailed in Exhibits R and X.** No other fees or expenses of any kind shall be paid to CONTRACTOR in addition to the Total Contract Price. The Total Contract Price shall include all of COUNTY's compensation to CONTRACTOR, including reimbursement for all expenses incurred by CONTRACTOR in the performance of this Agreement. No other fees or expenses of any kind shall be paid to CONTRACTOR in addition to the Total Contract Price. In no event shall the total services to be provided hereunder exceed the Total Contract Price. This fee may be subject to withholding for State of California income tax.

Any and/or all payments made under this Agreement shall be paid by check, payable to the order of the CONTRACTOR and be mailed or delivered to CONTRACTOR at:

Name:	Central Star Behavioral Health, Inc.
Address:	1885 Lundy Avenue, Suite 223
City/State/Zip:	San Jose, CA 95131

CONTRACTOR may request that COUNTY mail the check to CONTRACTOR, to such other address as CONTRACTOR may from time to time designate to COUNTY. Such request must be made in writing in accordance with the procedures as outlined under Section "NOTICES".

4. PRICING CONDITIONS

COUNTY agrees to pay CONTRACTOR for all services required herein as prescribed, fixed at the submitted pricing, which shall include reimbursement for all expenses incurred. No other expenses shall be paid to CONTRACTOR without formal approval of the COUNTY's Board of Supervisors or its authorized agent. In no event shall the total services to be performed hereunder exceed **the rate and CRU services as set forth in Exhibit R—Crisis Residential Unit Scope of Work**

and Rate.

COUNTY shall not be responsible for any charges or expenses incurred by CONTRACTOR, its agents, employees or independent contractors, other than those listed herein, in connection with the performance of services hereunder unless authorized in advance in writing by COUNTY.

5. TERMS OF PAYMENT

Payment shall be only for full, complete satisfactory performance of the services required to be provided herein and as set forth under Section 1, "SCOPE OF SERVICES." Payment shall be made in the following manner:

Upon completion of the required services as set forth under Section 1, "SCOPE OF SERVICES," CONTRACTOR shall submit an invoice **within 30 calendar days of each invoice period,** detailing the services it has provided and the amount owed under this Agreement. In addition to the invoice submitted by the CONTRACTOR for payment, CONTRACTOR must complete and submit to the COUNTY, Form W-9, "A Request for Taxpayer Identification Number and Certification", located at (www.irs.gov/pub/irs-pdf/fw9.pdf) . Both the invoice and W-9 form shall be forwarded to the COUNTY at the COUNTY address shown under Section 7, "NOTICES" of this Agreement, **not later than thirty (30) calendar days after completion and acceptance by the COUNTY of all tasks identified on the invoice.** Upon approval by COUNTY, the fee due hereunder shall be paid to CONTRACTOR within thirty (30) days following receipt of a proper invoice.

In no event shall COUNTY be liable for the payment of any invoice not submitted within thirty (30) calendar days following termination of the Agreement.

6. NO PAYMENT FOR SERVICE PROVIDED FOLLOWING EXPIRATION / TERMINATION OF AGREEMENT

CONTRACTOR shall have no claim against COUNTY for payment of any kind whatsoever for any services provided by CONTRACTOR which were provided after the expiration or termination of this Agreement.

7. NOTICES

All notices, requests, demands or other communications under this Agreement shall be in writing. Notice shall be sufficiently given for all purposes as follows:

A. Personal Delivery. When personally delivered to the recipient, notice is effective upon delivery.

B. First Class Mail. When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three mail delivery days after deposit in a United States Postal Service office or mailbox.

C. Certified Mail. When mailed by certified mail, return receipt requested, notice is effective upon receipt, if delivery is confirmed by a return receipt.

D. Overnight Delivery. When delivered by an overnight delivery service, charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service.

E. Facsimile Transmission. When sent by fax to the last fax number of the recipient known to the party giving notice, notice is effective upon receipt, provided that: a) a duplicate copy of the notice is promptly given by first class mail or certified mail or by overnight delivery, or b) the receiving party delivers a written confirmation of receipt. Any notice given by fax shall be deemed received on the next business day if received after 5:00 P.M. (recipient's time) or on a non-business day.

Any correctly addressed notice that is refused, unclaimed or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that the notice was refused, unclaimed or deemed undeliverable by the postal authorities, messengers or overnight delivery service.

Information for notice to the parties to this Agreement at the time of endorsement of this Agreement is as follows:

COUNTY
County of Mariposa
Attn: Chevon Kothari, Director
Health and Human Services Dept.
P.O. Box 99
Mariposa, CA 95338
(209) 966-2000

CONTRACTOR
Central Star Behavioral Health, Inc.
Attn: Kent Dunlap, CEO
1501 Hughes Way Ste. 150
Long Beach, CA 90810
(310) 221-6336 Ext. 125
FAX: (310) 221-6350

Any party may change its address or fax number by giving the other party notice of the change in any manner permitted by this Agreement.

8. CONDITION SUBSEQUENT/NON-APPROPRIATION OF FUNDING

The compensation paid to CONTRACTOR pursuant to this Agreement is based on COUNTY's continued appropriation of funding for the purpose of this Agreement, as well as the receipt of local, COUNTY, state and/or federal funding for this purpose. The parties acknowledge that the nature of government finance is unpredictable, and that the rights and obligations set forth in this Agreement are therefore contingent upon the receipt and/or appropriation of the necessary funds. In the event that funding is terminated, in whole or in part, for any reason, at any time, this Agreement and all obligations of the COUNTY arising from this Agreement shall be immediately discharged. COUNTY agrees to inform CONTRACTOR no later than ten (10) calendar days after the COUNTY determines, in its sole judgment, that funding will be terminated and the final date

for which funding will be available. Under these circumstances, all billing or other claims for compensation or reimbursement by CONTRACTOR arising out of performance of this Agreement must be submitted to COUNTY prior to the final date for which funding is available. In the alternative, COUNTY and CONTRACTOR may agree, in such circumstance, to a suspension or modification of either party's rights and obligations under this Agreement. Such a modification, if the parties agree thereto, may permit a restoration of previous contract terms in the event funding is reinstated. Also in the alternative, the COUNTY may, if funding is provided to the COUNTY in the form of promises to pay at a later date, whether referred to as "government warrants", "IOUs", or by any other name, the COUNTY may, in its sole discretion, provide similar promises to pay to the CONTRACTOR, which the CONTRACTOR hereby agrees to accept as sufficient payment until cash funding becomes available.

9. TERMINATION FOR CONVENIENCE

This Agreement, notwithstanding anything to the contrary herein above or hereinafter set forth, may be terminated by COUNTY at any time without cause or legal excuse by providing the other party with sixty (60) calendar days written notice of such termination.

Upon effective date of termination, COUNTY shall have no further liability to CONTRACTOR except for payment for actual services incurred during the performance hereunder. Such liability is limited to the time specified in said notice and for services not previously reimbursed by COUNTY. Such liability is further limited to the extent such costs are actual, necessary, reasonable, and verifiable costs and have been incurred by CONTRACTOR prior to, and in connection with, discontinuing the work hereunder.

10. TERMINATION FOR CAUSE

COUNTY may terminate this Agreement and be relieved of making any payments to CONTRACTOR, and all duties to CONTRACTOR should the CONTRACTOR fail to perform any material duty or obligation of the Agreement. Notice shall be given as provided in Section 26, "REMEDY FOR BREACH AND RIGHT TO CURE." In the event of such termination the COUNTY may proceed with the work in any manner deemed proper by the COUNTY. All costs to the COUNTY shall be deducted from any sum otherwise due the CONTRACTOR and the balance, if any, shall be paid to the CONTRACTOR upon demand. Such remedy is in addition to such other remedies as may be available to the COUNTY provided by law.

11. MODIFICATION OF THE AGREEMENT

Notwithstanding any of the provisions of this Agreement, the parties may agree to amend this Agreement. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto. No oral

understanding or agreement not incorporated herein shall be binding on any of the parties hereto.

12. INSURANCE

A. Prior to the commencement of work, and as a precondition to this contract, CONTRACTOR shall purchase and maintain the following types of insurance for the stated minimum limits indicated during the term of this Agreement. CONTRACTOR shall provide a certificate of insurance and endorsements naming COUNTY as an additional insured on each policy. The insurance carrier shall be required to give COUNTY notice of termination at least 10 days prior to the intended termination of any specified policy. Each certificate of insurance shall specify if CONTRACTOR has a SIR, and if so, CONTRACTOR shall be required to provide the entire policy of insurance with which it has a SIR and/or deductible.

1. Commercial General Liability: $2,000,000 per occurrence and $4,000,000 annual aggregate covering bodily injury, personal injury and property damage. COUNTY and its officers, employees and agents shall be endorsed to the policiy as additional insured, using ISO form CG2026 or an alternate form that is at least as broad as form CG2026, as to any liability arising from the performance of this Agreement.

2. Automobile Liability: $1,000,000 per accident for bodily injury and property damage, or alternatively split limits of $500,000 per person and $1,000,000 per accident for bodily injury with $250,000 per accident for property damage.

3. Workers Compensation: Statutory coverage, if and as required according to the California Labor Code, including Employers' Liability limits of $1,000,000 per accident. The policy shall be endorsed to waive the insurer's subrogation rights against the COUNTY.

4. Professional Liability: $2,000,000 limit per occurrence and $5,000,000 annual aggregate limit covering CONTRACTOR's wrongful acts, errors and omissions. Any aggregate limit for professional liability must be separate and in addition to any CGL aggregate limit.

5. Cyber Liability: CONTRACTOR shall maintain a coverage of $500,000 for cyber liability, either as an endorsement to an existing policy of coverage or as a stand-alone policy.

B. Insurance Conditions

1. Insurance is to be placed with admitted insurers rated by A.M. Best Co. as A:VII or higher. Lower rated, or approved but not admitted insurers, may be accepted if prior approval is given by the COUNTY's Risk Manager.

2. Each of the above required policies shall be endorsed to provide COUNTY with 30 days prior written notice of cancellation. COUNTY is not liable for the payment of premiums or assessments on the policy. No cancellation provisions in the insurance policy shall be construed in derogation of the continuing duty of CONTRACTOR to furnish insurance during the term of this Agreement.

3. Insurance is to be primary and non-contributory with any insurance of the COUNTY.

4. 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 the 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.

13. INDEMNIFICATION

CONTRACTOR has the contracted duty (hereinafter "the duty") to indemnify, defend and hold harmless COUNTY, its Board of Supervisors, officers, employees, agents and assigns from and against any and all claims, demands, liability, judgments, awards, interest, attorney's fees, costs, experts' fees and expenses of whatsoever kind or nature, at any time arising out of or in any way connected with the performance of this Agreement, whether in tort, contract or otherwise. This duty shall include, but not be limited to, claims for bodily injury, property damage, personal injury, and contractual damages or otherwise alleged to be caused to any person or entity including, but not limited to employees, agents and officers of CONTRACTOR.

CONTRACTOR's liability for indemnity under this Agreement shall apply, regardless of fault, to any acts or omissions, willful misconduct or negligent conduct of any kind, on the part of CONTRACTOR, its agents, sub-contractors and employees. The duty shall extend to any allegation or claim of liability except in circumstances found by a jury or judge to be the sole and legal result of the willful misconduct of COUNTY. This duty shall arise at the first claim or allegation of liability against COUNTY. CONTRACTOR will on request and at its expense defend any action, suit or proceeding arising hereunder. This clause for indemnification shall be interpreted to the broadest extent permitted by law.

14. INDEPENDENT CONTRACTOR

It is mutually understood and agreed that CONTRACTOR is an independent

contractor in the performance of the work duties and obligations devolving upon CONTRACTOR under this Agreement. COUNTY shall neither have, nor exercise any control or direction over the methods by which CONTRACTOR shall perform the assigned work and functions. The contractual interest of COUNTY is to assure that the services covered by this Agreement shall be performed and rendered in a competent, efficient and satisfactory manner.

It is agreed that no employer-employee relationship is created and CONTRACTOR shall hold COUNTY harmless and be solely responsible for withholding, reporting and payment of any federal, state or local taxes; any contributions or premiums imposed or required by workers' compensation; any unemployment insurance; any social security income tax; and any other obligations from statutes or codes applying to CONTRACTOR, or its sub-contractors and employees, if any.

It is mutually agreed and understood that CONTRACTOR, its sub-contractors and employees, if any, shall have no claim under this Agreement or otherwise against COUNTY for vacation pay, sick leave, retirement or social security benefits, occupational or non-occupational injury, disability or illness, or loss of life or income, by whatever cause.

CONTRACTOR shall insure that all its personnel and employees, sub-contractors and their employees, and any other individuals used to perform the contracted services are aware and expressly agree that COUNTY is not responsible for any benefits, coverage or payment for their efforts.

15. RECORDS, INFORMATION AND REPORTS

CONTRACTOR shall maintain full and accurate records with respect to all matters covered under this Agreement. To the extent permitted by law, COUNTY shall have free access at all proper times or until the expiration of ten (10) years after the furnishing of services to such records, the last date of service, or termination of contract, and the right to examine and audit the same and to make transcripts therefrom, and to inspect all data, documents, proceedings, and activities pertaining to this Agreement.

To the extent permitted by law, CONTRACTOR shall furnish COUNTY such periodic reports as COUNTY may request pertaining to the work or services undertaken pursuant to this Agreement. The costs and obligations incurred or to be incurred in connection therewith shall be borne by the CONTRACTOR.

16. OWNERSHIP OF DOCUMENTS

To the extent permitted by law, all technical data, evaluations, plans, specifications, reports, documents, or other work products developed by CONTRACTOR hereunder are the exclusive property of COUNTY and upon request of COUNTY shall be delivered to COUNTY upon completion of the services authorized hereunder. In the event of termination, all finished or unfinished documents and other materials, if any, at the option of COUNTY, and

to the extent permitted by law, shall become the property of the COUNTY. CONTRACTOR may retain copies thereof for its files and internal use.

Any publication of information directly derived from work performed or data obtained in connection with services rendered under this Agreement must be first approved by COUNTY.

17. QUALITY OF SERVICE

CONTRACTOR shall perform its services with care, skill, and diligence, in accordance with the applicable professional standards currently recognized by such profession, and shall be responsible for the professional quality, technical accuracy, completeness, and coordination of all reports, designs, drawings, plans, information, specifications, and/or other items and services furnished under this Agreement.

CONTRACTOR shall, without additional compensation, correct or revise any errors or deficiencies immediately upon discovery in its reports, drawings, specifications, designs, and/or other related items or services.

18. PERSONAL SATISFACTION AS A CONDITION PRECEDENT

The obligations of COUNTY as provided in this Agreement are expressly conditioned upon CONTRACTOR's compliance with the provisions of this Agreement to the personal satisfaction of COUNTY. COUNTY shall determine compliance in good faith as a reasonable person would under the circumstances.

19. ENTIRE AGREEMENT

This Agreement and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other contracts, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto.

20. COUNTY NOT OBLIGATED TO THIRD PARTIES

COUNTY shall not be obligated or liable hereunder to any party other than CONTRACTOR.

21. LAWS, LICENSES, PERMITS AND REGULATIONS

CONTRACTOR and COUNTY agree to comply with all State laws and regulations that pertain to construction, health and safety, labor, minimum wage, fair employment practice, equal opportunity, and all other matters applicable to CONTRACTOR and COUNTY, their sub-grantees, contractors, or sub-contractor, and their work.

CONTRACTOR shall possess and maintain all necessary licenses, permits, certificates and credentials required by the laws of the United States, the State of California, the County of Merced and all other appropriate governmental agencies, including any certification and credentials required by COUNTY. Failure to maintain the licenses, permits, certificates, and credentials shall be deemed a breach of this Agreement and constitutes grounds for the termination of this Agreement by COUNTY.

22. LIMITED AFFECT OF WAIVER OR PAYMENT

In no event shall the making, by COUNTY, of any payment to CONTRACTOR constitute, or be construed as, a waiver by COUNTY of any breach of covenant, or any default which may then exist, on the part of CONTRACTOR. The making of any such payment by COUNTY while any such breach or default shall exist, shall not be construed as acceptance of substandard or careless work or as relieving CONTRACTOR from its full responsibility under this Agreement.

No waiver by either party of any default, breach or condition precedent shall be valid unless made in writing and signed by the parties hereto. No oral waiver of any default, breach or condition precedent shall be binding on any of the parties hereto. Waiver by either party of any default, breach or condition precedent shall not be construed as a waiver of any other default, breach or condition precedent, or any other right hereunder.

23. PERSONNEL

CONTRACTOR represents that it has, or will secure at its own expense, all personnel required in performing the services under this Agreement. All of the services required hereunder will be performed by CONTRACTOR or under its supervision, and all personnel engaged in the work shall be qualified to perform such services.

24. APPLICABLE LAW; VENUE

All parties agree that this Agreement and all documents issued or executed pursuant to this Agreement as well as the rights and obligations of the parties hereunder are subject to and governed by the laws of the State of California in all respects as to interpretation, construction, operation, effect and performance. No interpretation of any provision of this Agreement shall be binding upon COUNTY unless agreed in writing by COUNTY and counsel for COUNTY.

Notwithstanding any other provision of this Agreement, any disputes concerning any question of fact or law arising under this Agreement or any litigation or arbitration arising out of this Agreement, shall be tried in Merced County, unless the parties agree otherwise or are otherwise required by law.

25. BREACH OF CONTRACT

Upon breach of this Agreement by CONTRACTOR, COUNTY shall have all remedies available to it both in equity and/or at law.

26. REMEDY FOR BREACH AND RIGHT TO CURE

COUNTY shall give CONTRACTOR notice of any breach of this Agreement. CONTRACTOR shall have thirty (30) days to cure said breach, or if such breach cannot reasonably be cured within thirty (30) days, to begin cure of the breach. Should CONTRACTOR be unable to cure said breach to COUNTY's satisfaction or fail to cure within a reasonable time, as determined in COUNTY's sole and absolute discretion, County shall retain the right to terminate for cause as set forth in Section 10, "TERMINATION FOR CAUSE." COUNTY decides whether CONTRACTOR shall fully reimburse COUNTY for all expenses necessary to cure breach or whether these expenses are deducted from the sum due to CONTRACTOR.

27. SUCCESSORS IN INTEREST

All the terms, covenant, and conditions of this Agreement shall be binding and in full force and effect upon any successors in interest and assigns of the parties hereto. This paragraph shall not be deemed as a waiver of any of the conditions against assignment set forth herein.

28. CONFLICT OF INTEREST

CONTRACTOR covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of this Agreement. CONTRACTOR shall ensure that no conflict of interest exists between its officers, employees, or sub-contractors, and the COUNTY. CONTRACTOR shall ensure that no COUNTY officer or employee in a position that enables them to influence this Agreement will have any direct or indirect financial interest resulting from this Agreement. CONTRACTOR shall ensure that no COUNTY employee shall have any relationship to the CONTRACTOR or officer or employee of the CONTRACTOR, nor that any such person will be employed by CONTRACTOR in the performance of this Agreement without immediate divulgence of such fact to the COUNTY.

29. NONDISCRIMINATION IN EMPLOYMENT, SERVICES, BENEFITS AND FACILITIES

CONTRACTOR and any sub-contractors shall comply with all applicable federal, state, and local Anti-discrimination laws, regulations, and ordinances and shall not unlawfully discriminate, deny family care leave, harass, or allow harassment against any employee, applicant for employment, employee or agent of COUNTY, or recipient of services contemplated to be provided or provided under this Agreement, because of race, ancestry, marital status, color, religious creed, political belief, national origin, ethnic group identification, sex, sexual orientation, age (over 40), medical condition (including HIV and AIDS), or physical or mental

disability. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment, the treatment of COUNTY employees and agents, and recipients of services are free from such discrimination and harassment.

CONTRACTOR represents that it is in compliance with and agrees that it will continue to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.), the Fair Employment and Housing Act (Government Code §§ 12900 et seq.), and ensure a workplace free of sexual harassment pursuant to Government Code 12950; and regulations and guidelines issued pursuant thereto.

CONTRACTOR agrees to compile data, maintain records and submit reports to permit effective enforcement of all applicable antidiscrimination laws and this provision.

CONTRACTOR shall include this nondiscrimination provision in all subcontracts related to this Agreement and when applicable give notice of these obligations to labor organizations with which they have Agreements.

30. CAPTIONS

The captions of each paragraph in this Agreement are inserted as a matter of convenience and reference only, and in no way define, limit, or describe the scope or intent of this Agreement or in any way affect it.

31. SUBCONTRACTS - ASSIGNMENT

CONTRACTOR shall not subcontract or assign this Agreement, or any part thereof, or interest therein, directly or indirectly, voluntarily or involuntarily, to any person or entity without obtaining the prior written consent of COUNTY. CONTRACTOR remains legally responsible for the performance of all contract terms including work performed by third parties under subcontracts. Any subcontracting will be subject to all applicable provisions of this Agreement. CONTRACTOR shall be held responsible by COUNTY for the performance of any subcontractor whether approved by COUNTY or not.

CONTRACTOR hereby assigns to COUNTY 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 the purchase if goods, materials, or services by the CONTRACTOR for sale to the COUNTY pursuant to this Agreement.

32. SEVERABILITY

If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable or invalid, in whole or in part, for any reason, the validity and enforceability of the remaining provisions, or portion of them, will not be affected.

Compensation due to CONTRACTOR from COUNTY may, however, be adjusted in proportion to the benefit received despite the removal of the effected provision.

33. DUPLICATE COUNTERPARTS

This Agreement may be executed in duplicate counterparts, each of which shall be deemed a duplicate original. The Agreement shall be deemed executed when it has been signed by both parties.

[Signature page follows]

Except as herein modified, all terms and conditions in said Agreement as heretofore approved remain unchanged and in full force and effect.

COUNTY OF MARIPOSA

By _____
~~Rosemarie Smallcombe~~, Chair
Board of Supervisors
Miles Menetrey

1-9-19
Dated

CENTRAL STAR BEHAVIORAL HEALTH, INC.

By _____
Kent Dunlap
Chief Executive Officer

12/17/2018
Dated

APPROVED AS TO LEGAL FORM:

By _____
Steven W. Dahlem
County Counsel

1-8-19
Dated

ATTEST:

By _____
Rene LaRoche
Clerk of the Board

Exhibit A – Mental Health Services Additional Terms and Conditions

1. CONFIDENTIALITY

CONTRACTOR and its employees, agents, or subcontractors shall comply with applicable laws and regulations, including but not limited to California Welfare & Institutions (W&I) Code Section 5328; 42 C.F.R. Part 2 and 45 C.F.R. Parts 160 and 164, and to the HITECH Act in 42 C.F.R., Chapter 156, regarding the confidentiality of patient information. CONTRACTOR shall not use identifying information for any purpose other than carrying out CONTRACTOR's obligation under this contract.

CONTRACTOR shall not disclose, except as otherwise specifically permitted by the contract or authorized by the client/patient, any such identifying information to anyone other than COUNTY without prior written authorization from COUNTY or in accordance with State and Federal laws.

For the purposes of the above paragraphs, identifying information will include, but not be limited to: name, identifying number, symbol, or other identifying particular assigned the individual.

CONTRACTOR agrees to comply with the provisions of Public Law 104-191 known as The Health Insurance Portability and Accountability Act of 1996 (HIPAA), and the HIPAA Business Associate addendum attached to this Agreement and incorporated by this reference as if fully set forth herein. Any conflict between the terms and conditions of this Agreement and the Business Associate Addendum incorporated are to be read so that the more legally stringent terms and obligation(s) of CONTRACTOR shall control and be given effect.

COUNTY shall annually monitor CONTRACTOR for compliance and adherence to CONTRACTOR's policies and procedures by requesting CONTRACTOR to attest to the completion of training of its staff and providers with annual copies of any policies and procedures.

2. COMPLIANCE AND ETHICS

CONTRACTOR agrees to establish ethical standards for all staff employed by CONTRACTOR. These standards shall include compliance with state and federal regulations for safeguarding client information. CONTRACTOR agrees to orientate and train staff to enforce established ethical standards.

CONTRACTOR agrees to establish written policies and procedures that ensure organizational and individual compliance.

If CONTRACTOR is unable to establish policies and procedures relating to ethics and compliance, CONTRACTOR will notify COUNTY in writing that it intends to abide by the Merced County Behavioral Health and Recovery Services' Compliance and Integrated Ethics Plan (CIEP).

COUNTY shall annually monitor CONTRACTOR for compliance and adherence to its policies and procedures by requesting CONTRACTOR to attest to the completion of training of its staff and providers with annual copies of any policies and procedures.

3. CULTURAL COMPETENCY

"Cultural Competence" means a set of congruent practice skills, behaviors, attitudes and policies in a system, agency or among those persons providing services that enables that system, agency, or those persons providing services to work effectively in a cross-cultural situations. CONTRACTOR shall have a written policy and procedure that ensure organizational and individual compliance by its staff and providers.

COUNTY shall annually monitor CONTRACTOR for compliance and adherence to its policies and procedures by requesting CONTRACTOR to attest to the completion of training of its staff and providers with annual copies of any policies and procedures.

4. EXCLUDED INDIVIDUALS AND ENTITIES

Employees of CONTRACTOR who, because of convictions or because of current or past failures to comply with state and federal program requirements, become designated as ineligible persons or are identified for exclusion from involvement in state and federal programs, shall be removed from responsibility or participation in or involvement with all aspects of this federally funded program, until such time as the person or entity is no longer identified on the exclusion lists.

CONTRACTOR shall be responsible to perform ongoing exclusion reviews of current employees to ensure that CONTRACTOR does not hire or contract with any individual or entity under sanction or exclusion by the state and federal government. As an outcome of ongoing exclusion reviews, CONTRACTOR agrees to provide to COUNTY written certification under penalty of perjury that no current employee, subcontractor, entity or agent is excluded from participation of Medicaid or Medi-Cal programs per 42 CFR 455.436 and W&I Code Section 14043.61. Detailed reporting shall be made available to COUNTY upon demand. Failure to comply shall lead to contract termination.
CONTRACTOR shall be responsible to ensure and attest to that all providers or

any person with a 5 percent or more direct or indirect ownership in the provider under this Agreement have undergone a criminal background check per 42 CFR 45.434 and other applicable State requirements based on the category of the provider.

COUNTY shall not reimburse for past, present or future services rendered by individuals that were under employment by CONTRACTOR and have been excluded from federal and state participation.

5. MONITORING

COUNTY will monitor ongoing program compliance through facility visits, consumer record review and financial record review. COUNTY Contract Monitors will visit facilities announced or unannounced.

6. NOTIFICATION OF UNUSUAL OCCURRENCE

CONTRACTOR shall notify COUNTY Compliance Officer and appropriate state agency of any unusual occurrences or physical incidents (i.e., abuse, injury and death) that may affect COUNTY's clients within five (5) days of occurrence and, at the request of COUNTY and appropriate state agency, provide a copy of all investigation reports concerning incidents, as well as the appropriate disposition and corrective action taken to resolve the incident.

7. STANDARDS OF PRACTICE

Standards of practice of CONTRACTOR shall be determined by the professional standards of CONTRACTOR's trade or field of expertise and all applicable provisions of law and other rules and regulations of any and all governmental authorities relating to provision of services as defined in this Agreement.

8. COMPENSATION AND LIABILITY FOR DAMAGES UPON TERMINATION

Neither party shall be relieved of liability to the other for damages sustained by either party by virtue of any breach of this Agreement, regardless of whether this Agreement was terminated for cause or for convenience. COUNTY may withhold any payments not yet made to CONTRACTOR for purpose of setoff until such time as the exact amount of damages due to COUNTY from CONTRACTOR is determined and established in writing, signed by both parties.

9. STAFFING, TRAINING AND SUPERVISION

CONTRACTOR shall train and maintain appropriate supervision of all persons providing services under this Agreement with particular emphasis on the supervision of para-professionals, interns, students, and clinical volunteers in accordance with CONTRACTOR's clinical supervision policy.
CONTRACTOR shall be responsible for the training of all appropriate staff on

applicable State manuals and/or training materials and State and COUNTY policies and procedures as well as on any other matters that COUNTY may reasonably require.

10. QUALITY MANAGEMENT/UTILIZATION REVIEW

CONTRACTOR shall be in full compliance with COUNTY's Quality Management Plan. COUNTY shall have access to, and conduct audits and reviews of, records, policies and procedures incident reports, and related activities it deems necessary to support COUNTY's Quality Management functions.

CONTRACTOR and COUNTY, to the extent feasible, shall include their respective Quality Management staff in each other's Quality Management activities. Such activities shall include, but not be limited to, Quality Improvement Councils, chart audits, program compliance reviews, and Medi-Cal certifications.

COUNTY's Quality Assurance Plan: COUNTY or its agent will evaluate CONTRACTOR's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing CONTRACTOR's compliance with all contract terms and performance standards. CONTRACTOR deficiencies which COUNTY determines are severe or continuing and that may place performance of the Agreement in jeopardy if not corrected may be reported to the Managed Care/Quality Improvement Unit. The report will include improvement/corrective action measures taken by COUNTY and CONTRACTOR. If improvement does not occur consistent with the corrective action measures, COUNTY may terminate this Agreement or impose other penalties as specified in this Agreement.

11. PATIENT RIGHTS AND PROBLEM RESOLUTION PROCESS

CONTRACTOR shall comply with all relevant rules, regulations, statutes, and COUNTY policies and procedures related to individuals' rights to a complaint process and timely compliant resolution.

CONTRACTOR shall comply with the Mental Health Plans (MHPs) Medi-Cal beneficiary and/or Mental Health Services Act problem resolution process. This does not preclude CONTRACTOR's commitment to resolve problems or complaints by Medi-Cal beneficiaries at the informal level as simply and quickly as possible. Nothing in this Agreement shall prevent Medi-Cal beneficiaries from utilizing the MHPs and other rights and processes regarding complaints and grievances, which are guaranteed by statute.

The provisions of this Agreement shall not be construed to replace or conflict with the duties of COUNTY's Patients' Rights Advocate as described in Section 5520 of the Welfare and Institutions Code.

12. CREDENTIALING

If CONTRACTOR is performing Medi-Cal billable services under this Agreement, CONTRACTOR may be subject to Merced County's credentialing process which includes, but is not limited to:

- **Curriculum vitae**
- **Malpractice Insurance Certificate**
- **Copy of Current licensure**

This process is required to be completed prior to reimbursement for Medi-Cal eligible services. CONTRACTOR is responsible to notify the Merced County of all treating providers and subcontracted providers performing under this Agreement and assisting in the credentialing process as needed. Once initial credentialing is completed, a re-credentialing process will occur no less than every three (3) years. Upon request, COUNTIES may be furnished with such information and documentation.

Exhibit E – HIPAA Business Associate Addendum

I. Recitals – STANDARD RISK

A. This Contract (Agreement) has been determined to constitute a business associate relationship under the Health Insurance Portability and Accountability Act ("HIPAA") and its implementing privacy and security regulations at 45 CFR Parts 160 and 164 ("the HIPAA regulations:").

B. The County of Mariposa ("COUNTY") wishes to disclose to Business Associate certain information pursuant to the terms of this Agreement, some of which may constitute Protected Health Information ("PHI").

C. "Protected Health Information" or "PHI" means any information, whether oral or recorded in any form or medium that relates to the past, present, or future physical or mental condition of an individual, the provision of health and dental care to an individual, or the past, present, or future payment for the provision of health and dental care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. PHI shall have the meaning given to such term under HIPAA and HIPAA regulations, as the same may be amended from time to time.

D. "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of PHI, or confidential data that is essential to the ongoing operation of the Business Associate's organization and intended for internal use; or interference with system operations in an information system.

E. As set forth in this Agreement, "CONTRACTOR," here and after, is the Business Associate of COUNTY that provides services, arranges, performs or assists in the performance of functions or activities on behalf of COUNTY and creates, receives, maintains, transmits, uses or discloses PHI.

F. COUNTY and Business Associate desire to protect the privacy and provide for the security of PHI created, received, maintained, transmitted, used or disclosed pursuant to this Agreement, in compliance with HIPAA and HIPAA regulations and other applicable laws.

G. The purpose of the Addendum is to satisfy certain standards and requirements of HIPAA and the HIPAA regulations.

H. The terms used in this Addendum, but not otherwise defined, shall have the same meanings as those terms in the HIPAA regulations.

In exchanging information pursuant to this Agreement, the parties agree as follows:

1. Permitted Uses and Disclosures of PHI by Business Associate

A. ***Permitted Uses and Disclosures***. Except as otherwise indicated in this Addendum, Business Associate may use or disclose PHI only to perform functions, activities or services specified in this Agreement, for, or on behalf of COUNTY, provided that such use or disclosure would not violate the HIPAA regulations, if done by COUNTY.

B. ***Specific Use and Disclosure Provisions***. Except as otherwise indicated in this Addendum, Business Associate may:

1) ***Use and disclose for management and administration***. Use and disclose PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided that disclosures are required by law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware that the confidentiality of the information has been breached.

2) ***Provision of Data Aggregation Services***. Use PHI to provide data aggregation services to COUNTY. Data aggregation means the combining of PHI created or received by the Business Associate on behalf of COUNTY with PHI received by the Business Associate in its capacity as the Business Associate of another covered entity, to permit data analyses that relate to the health care operations of COUNTY.

2. Responsibilities of Business Associate

Business Associate agrees:

A. ***Nondisclosure.*** Not to use or disclose Protected Health Information (PHI) other than as permitted or required by this Agreement or as required by law.

B. ***Safeguards***. To implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the PHI, including electronic PHI, that it creates, receives, maintains, uses or transmits on behalf of COUNTY; and to prevent use or disclosure of PHI other than as provided for by this Agreement. Business Associate shall develop and maintain a written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Business Associate's operations and the nature and scope of its activities, and which incorporates the requirements of section C, Security, below. Business Associate will provide COUNTY with its current and updated policies.

C. ***Security***. To take any and all steps necessary to ensure the continuous security of all computerized data systems containing PHI, and provide data security procedures for the use of COUNTY at the end of the contract period. These steps shall include, at a minimum:

1) Complying with all of the data system security precautions listed in this Agreement or in an Exhibit incorporated into this Agreement; and

2) Complying with the safeguard provisions in the COUNTY Information Security Policies or requirements set forth in State or Federal guidelines applicable. In case of a conflict between any of the security standards contained in any of these enumerated sources of security standards, the most stringent shall apply. The most stringent means that safeguard which provides the highest level of protection to PHI from unauthorized disclosure. Further, Business Associate must comply with changes to these standards that occur after the effective date of this Agreement.

Business Associate shall designate a Security Officer to oversee its data security program who shall be responsible for carrying out the requirements of this section and for communicating on security matters with COUNTY.

D. ***Mitigation of Harmful Effects***. To mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate or its subcontractors in violation of the requirements of this Addendum.

E. ***Business Associate's Agents***. To ensure that any agents, including subcontractors, to whom Business Associate provides PHI received from or created or received by Business Associate on behalf of COUNTY, agree to the same restrictions and conditions that apply to Business Associate with respect to such PHI, including implementation of reasonable and appropriate administrative, physical, and technical safeguards to protect such PHI; and to incorporate, when applicable, the relevant provisions of this Addendum into each subcontract or subaward to such agents or subcontractors.

F. ***Availability of Information to COUNTY and Individuals***. To provide access as COUNTY may require, and in the time and manner designated by COUNTY (upon reasonable notice and during Business Associate's normal business hours) to PHI in a Designated Record Set, to COUNTY (or, as directed by COUNTY), to an Individual, in accordance with 45 CFR Section §164.524. Designated Record Set means the group of records maintained for COUNTY that includes medical, dental and billing records about individuals; enrollment, payment, claims adjudication, and case or medical management systems maintained for COUNTY health plans; or those records used to make decisions about individuals on behalf of COUNTY. Business Associate shall use the forms and processes developed by COUNTY for this purpose and shall respond to requests for access to records transmitted by COUNTY within fifteen (15) calendar days of receipt of the request by producing the records or verifying that there are none.

G. ***Amendment of PHI.*** To make any amendment(s) to PHI that COUNTY directs or agrees to pursuant to 45 CFR Section §164.526, in the time and manner designated by COUNTY.

H. ***Internal Practices.*** To make Business Associate's internal practices, books and records relating to the use and disclosure of PHI received from COUNTY, or created or received by Business Associate on behalf of COUNTY, available to COUNTY or to the Secretary of the U.S. Department of Health and Human Services in a time and manner designated by COUNTY or by the Secretary, for purposes of determining COUNTY compliance with the HIPAA regulations.

I. ***Documentation of Disclosures.*** To document and make available to COUNTY or (at the direction of COUNTY to an Individual such disclosures of PHI, and information related to such disclosures, necessary to respond to a proper request by the subject Individual for an accounting of disclosures of PHI, in accordance with 45 CFR §164.528.

J. ***Notification of Breach.*** During the term of this Agreement:

1) ***Discovery of Breach.*** To notify COUNTY ***immediately by telephone call plus email or fax*** upon the discovery of breach of security of PHI in computerized form if the PHI was, or is reasonably believed to have been, acquired by an unauthorized person, or ***within 24 hours by email or fax*** of any suspected security incident, intrusion or unauthorized use or disclosure of PHI in violation of this Agreement and this Addendum, or potential loss of confidential data affecting this Agreement. Notification shall be provided to the COUNTY Compliance Officer. If the incident occurs after business hours or on a weekend or holiday and involves electronic PHI, notification shall be provided using the "Privacy Incident Reporting Form" located at the following web address:

   http://www.dhcs.ca.gov/formsandpubs/laws/priv/Pages/DHCSBusinessAssociatesOnly.aspx

   Business Associate shall take:

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

   ii. Any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations.

2) ***Investigation of Breach.*** To immediately investigate such security incident, breach, or unauthorized use or disclosure of PHI or confidential data. Within 24 hours of the discovery, to notify the COUNTY Compliance Officer of:

   i. What data elements were involved and the extent of the data involved in the breach,

ii. A description of the unauthorized persons known or reasonably believed to have improperly used or disclosed PHI or confidential data,
iii. A description of where the PHI or confidential data is believed to have been improperly transmitted, sent, or utilized, and
iv. A description of the probable causes of the improper use or disclosure;

3) ***Written Report***. To provide a written report of the investigation to the COUNTY Compliance Officer within ten (10) working days of the discovery of the breach or unauthorized use or disclosure. The report shall include, but not be limited to, the information specified above, as well as a full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the improper use or disclosure.

4) ***Notification of Individuals***. To notify individuals of the breach or unauthorized use or disclosure when notification is required under state or federal law and to pay any costs of such notifications, as well as any costs associated with the breach. The COUNTY Compliance Officer shall approve the time, manner and content of any such notifications.

5) ***COUNTY Contact Information***. To direct communications to the above referenced COUNTY staff, the Contractor shall initiate contact as indicated herein COUNTY reserves the right to make changes to the contact information below by giving written notice to the Contractor. Said changes shall not require an amendment to this Agreement or Addendum.

COUNTY **Compliance Officer**
Compliance Officer County of Mariposa P.O. Box 99 Mariposa CA, 95338 Phone: 209-966-2000 Fax: 209-742-0996

K. ***Employee Training and Discipline***. To train and use reasonable measures to ensure compliance with the requirements of this Addendum by employees who assist in the performance of functions or activities on behalf of COUNTY under this Agreement and use or disclose PHI; and discipline such employees who intentionally violate any provisions of this Addendum, including by termination of employment. In complying with the provisions of this section K, Business Associate shall observe the following requirements:

1) Business Associate shall provide information privacy and security training, at least annually, at its own expense, to all its employees who assist in the performance of functions or activities on behalf of COUNTY under this Agreement and use or disclose PHI.

2) Business Associate shall require each employee who receives information privacy and security training to sign a certification, indicating the employee's name and the date on which the training was completed.

3) Business Associate shall retain each employee's written certifications for COUNTY inspection for a period of three years following contract termination.

3. Obligations of County

COUNTY agrees to:

A. ***Notice of Privacy Practices***. Provide Business Associate with the Notice of Privacy Practices that COUNTY produces in accordance with 45 CFR §164.520, as well as any changes to such notice.

B. ***Permission by Individuals for Use and Disclosure of PHI***. Provide the Business Associate with any changes in, or revocation of, permission by an Individual to use or disclose PHI, if such changes affect the Business Associate's permitted or required uses and disclosures.

C. ***Notification of Restrictions***. Notify the Business Associate of any restriction to the use or disclosure of PHI that COUNTY has agreed to in accordance with 45 CFR §164.522, to the extent that such restriction may affect the Business Associate's use or disclosure of PHI.

D. ***Notification of Patient Confidential Communications.*** Notify the Business Associate of any patient (or patient's representative) preferences (or changes to) regarding method of or how to communicate with the patient.

E. ***Requests Conflicting with HIPAA Rules***. Not request the Business Associate to use or disclose PHI in any manner that would not be permissible under the HIPAA regulations if done by COUNTY.

4. Audits, Inspection and Enforcement

From time to time, COUNTY may inspect the facilities, systems, books and records of Business Associate to monitor compliance with this Agreement and this Addendum. Business Associate shall promptly remedy any violation of any provision of this Addendum and shall certify the same to the COUNTY Compliance Officer in writing. The fact that COUNTY inspects, or fails to inspect, or has the right to inspect, Business Associate's facilities, systems and procedures does not relieve Business Associate of its responsibility to comply with this Addendum, nor does COUNTY:

A. Failure to detect; or

B. Detection, but failure to notify Business Associate or require Business Associate's remediation of any unsatisfactory practices constitute acceptance of such practice or a waiver of COUNTY enforcement rights under this Agreement and this Addendum.

5. Termination

A. ***Termination for Cause.*** Upon COUNTY knowledge of a material breach of this Addendum by Business Associate, COUNTY shall:

1) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement if Business Associate does not cure the breach or end the violation within the time specified by COUNTY;

2) Immediately terminate this Agreement if Business Associate has breached a material term of this Addendum and cure is not possible; or

3) If neither cure nor termination is feasible, report the violation to the Secretary of the U.S. Department of Health and Human Services.

B. ***Judicial or Administrative Proceedings.*** Business Associate will notify COUNTY if it is named as a defendant in a criminal proceeding for a violation of HIPAA. COUNTY may terminate this Agreement if Business Associate is found guilty of a criminal violation of HIPAA. COUNTY may terminate this Agreement if a finding or stipulation that the Business Associate has violated any standard or requirement of HIPAA, or other security or privacy laws is made in any administrative or civil proceeding in which the Business Associate is a party or has been joined.

C. ***Effect of Termination.*** Upon termination or expiration of this Agreement for any reason, Business Associate shall return or destroy all PHI received from COUNTY (or created or received by Business Associate on behalf of COUNTY that Business Associate still maintains in any form, and shall retain no copies of such PHI or, if return or destruction is not feasible, shall continue to extend the protections of this Addendum to such information, and shall limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate.

6. Miscellaneous Provisions

A. ***Disclaimer.*** COUNTY makes no warranty or representation that compliance by Business Associate with this Addendum, HIPAA or the HIPAA regulations will be adequate or satisfactory for Business Associate's own purposes or that any information in Business Associate's possession or control, or transmitted or received by Business Associate, is or will be secure from unauthorized use or disclosure. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI.

B. ***Amendment.*** The parties acknowledge that federal and state laws relating to electronic data security and privacy are rapidly evolving and that amendment of this Addendum may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HIPAA

regulations and other applicable laws relating to the security or privacy of PHI. Upon COUNTY request, Business Associate agrees to promptly enter into negotiations with COUNTY concerning an amendment to this Addendum embodying written assurances consistent with the standards and requirements of HIPAA, the HIPAA regulations or other applicable laws. COUNTY may terminate this Agreement upon thirty (30) days written notice in the event:

1) Business Associate does not promptly enter into negotiations to amend this Addendum when requested by COUNTY pursuant to this Section, or

2) Business Associate does not enter into an amendment providing assurances regarding the safeguarding of PHI that COUNTY in its sole discretion, deems sufficient to satisfy the standards and requirements of HIPAA and the HIPAA regulations.

C. ***Assistance in Litigation or Administrative Proceedings***. Business Associate shall make itself and any subcontractors, employees or agents assisting Business Associate in the performance of its obligations under this Agreement, available to COUNTY at no cost to COUNTY to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against COUNTY, its directors, officers or employees based upon claimed violation of HIPAA, the HIPAA regulations or other laws relating to security and privacy, which involves inactions or actions by the Business Associate, except where Business Associate or its subcontractor, employee or agent is a named adverse party.

D. ***No Third-Party Beneficiaries***. Nothing express or implied in the terms and conditions of this Addendum is intended to confer, nor shall anything herein confer, upon any person other than COUNTY or Business Associate and their respective successors or assignees, any rights, remedies, obligations or liabilities whatsoever.

E. ***Interpretation.*** The terms and conditions in this Addendum shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HIPAA regulations and applicable state laws. The parties agree that any ambiguity in the terms and conditions of this Addendum shall be resolved in favor of a meaning that complies and is consistent with HIPAA and the HIPAA regulations.

F. ***Regulatory References***. A reference in the terms and conditions of this Addendum to a section in the HIPAA regulations means the section as in effect or as amended.

G. ***Survival***. The respective rights and obligations of Business Associate under Section 6.C of this Addendum shall survive the termination or expiration of this Agreement.

H. ***No Waiver of Obligations***. No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.

Exhibit G
Disclosure of Ownership & Controlling Interest Statement

The County of Mariposa Department of Health and Human Services is required to collect Disclosure of Ownership & Controlling Interest Statements, and management information from providers that are credentialed or otherwise enrolled to participate in the Medicaid program and/or Medi-Cal service delivery system. This requirement is pursuant to the County's Mental Health Plan (MHP) with the California Department of Health Care Services (DHCS), federal regulations set forth in 42 CFR Part §455.101, and §455.104-106, Medicaid Managed Specialty Supports and Services Concurrent 1915(b)(c) Wavier Programs, and the Social Security Act, Sections 1128(a), 1128(b)(1)(2), and (3).

Required information includes:

1) the identity of all owners and others with a controlling interest of 5% or greater;

2) certain business transactions as described in 42 CFR §455.105;

3) the identity of managers and others in a position of influence or authority; and

4) criminal convictions, sanctions, exclusions, debarment or termination information for the provider, owners or managers.

The information required includes, but is not limited to, name, address, date of birth, social security number (SSN) and tax identification (TIN).

Completion and submission of this Statement is a condition of participating as a credentialed or enrolled provider in the DMH Network for services to members under Medicaid Managed Specialty Supports and Services Concurrent 1915(b)(c) Wavier Program. Failure to submit the requested information may result in disenrollment in the MHP Provider Network or denial of claims.

This statement should be submitted at any of the following times:

- Upon the submission of an application;
- Prior to an execution of an agreement / contract;
- During re-credentialing or re-contracting;
- Within 35 days after any change in ownership of the provider entity.
- Upon request by MHP.
- A Statement must be provided to the MHP within 35 days of a request for information by the US Department of Health and Human Services (HHS) or DHCS.

MHP maintains policies and practices that protect the confidentiality of personal information, including Social Security numbers, obtained from its providers and associates in the course of its regular business functions. MHP is committed to protecting information about its providers and associates, especially the confidential nature of their personal information.

All Disclosure of Ownership & Controlling Interest Statements can be bmitted to:

County of Mariposa
Health and Human Services
Contract Monitoring Unit
P.O. Box 99
Mariposa, CA 95338

INSTRUCTIONS FOR COMPLETING DISCLOSURE OF OWNERSHIP AND CONTROL INTEREST STATEMENT

A full and accurate disclosure of ownership and financial interest is required. Failure to submit requested information may result in a refusal by the County of Mariposa, Department of Health and Human Services (MHP) to enter into an agreement or contract with any such institution or in termination of existing agreements.

General Instructions

Please answer all questions as of the current date. If the yes block for any item is checked, list requested additional information under the Remarks section on page 2, referencing the item number to be continued. If additional space is needed use an attached sheet.
Return the original and second and third copies to the State agency; retain the first copy for your files.
This form is to be completed annually. Any substantial delay in completing the form should be reported to the State survey agency.

Detailed Instructions

These instructions are designed to clarify certain questions on the form. Instructions are listed in question order for easy reference. No instructions have been given for questions considered self-explanatory. IT IS ESSENTIAL THAT ALL APPLICABLE QUESTIONS BE ANSWERED ACCURATELY AND THAT ALL INFORMATION BE CURRENT.

Item I - Under identifying information specify in what capacity the entity is doing business as (DBA), example, trade name or corporation.

Item II - Answer the following questions by checking "Yes" or "No." If any of the questions are answered "Yes", list names and addresses of individuals or corporations under Remarks on page 2. Identify each item number to be continued.

Item III - List the names of all individuals and organizations having direct or indirect ownership interests, or controlling interest separately or in combination amounting to an ownership interest of 5 percent or more in the disclosing entity. Direct ownership interest is defined as the possession of stock, equity in capital or any interest in the profits of the disclosing entity. A disclosing entity is defined as a Medicare provider or supplier, or other entity that furnishes services or arranges for furnishing services under Medicaid or the Maternal and Child Health program, or health related services under the social services program. Indirect ownership interest is defined as ownership interest in an entity that has direct or indirect ownership interest in the disclosing entity. The amount of indirect ownership in the disclosing entity that is held by any other entity is determined by multiplying the percentage of ownership interest at each level. An indirect ownership interest must be reported if it equates to an ownership interest of 5 percent or more in the disclosing entity. Example: if A owns 10 percent of the stock in a corporation that owns 80 percent of the stock of the disclosing entity, A's interest equates to an 8 percent indirect ownership and must be reported.

Controlling interest is defined as the operational direction or management of a disclosing entity which may be maintained by any or all of the following devices: the ability or authority, expressed or reserved, to amend or change the corporate identity (i.e., joint venture agreement, unincorporated business status) of the disclosing entity; the ability or authority to nominate or name members of the Board of Directors or Trustees of the disclosing entity; the ability or authority, expressed or reserved, to amend or change the by-laws, constitution, or other operating or management direction of the disclosing entity; the right to control any or all of the assets or other property of the disclosing entity upon the sale or dissolution of that entity; the ability or authority, expressed or reserved, to control the sale of any or all of the assets, to encumber such assets by way of mortgage or other indebtedness, to dissolve the entity, or to arrange for the sale or transfer of the disclosing entity to new ownership or control.

Items IV – VII - Changes in Provider Status
Change in provider status is defined as any change in management control. Examples of such changes would include: a change in Medical or Nursing Director, a new Administrator, contracting the operation of the facility to a management corporation, a change in the composition of the owning partnership which under applicable State law is not considered a change in ownership, or the hiring or dismissing of any employees with 5 percent or more financial interest in the facility or in an owning corporation, or any change of ownership. For Items IV – VII, if the yes box is checked, list additional information requested under Remarks. Clearly identify which item is being continued.

Item IV - (a & b) If there has been a change in ownership within the last year or if you anticipate a change, indicate the date in the appropriate space.

Item V - A management company is defined as any organization that operates and manages a business on behalf of the owner of that business, with the owner retaining ultimate legal responsibility for operation of the facility. If the answer is "yes", list name of the management firm and employer identification number (EIN), or the name of the leasing organization.

Item VI - If the answer is yes, identify which has changed (Administrator, Medical Director, or Director of Nursing) and the date the change was made. Be sure to include name of the new Administrator, Director of Nursing or Medical Director, as appropriate.

Item VII - A chain affiliate is any free-standing health care facility that is either owned, controlled, or operated under lease or contract by an organization consisting of two or more free-standing health care facilities organized within or across State lines which is under the ownership or through any other device, control and direction of a common party. Chain affiliates include such facilities whether public, private, charitable or proprietary. They also include subsidiary organizations and holding corporations. Provider-based facilities, such as hospital-based home health agencies, are not considered to be chain affiliates.

DISCLOSURE OF OWNERSHIP AND CONTROL INTEREST STATEMENT

I. Identifying Information

(a) Name of Entity	D/B/A	Provider No.	Telephone No.
Central Star Behavioral Health, Inc.			310 221-6336
Street Address		**City, County, State**	**Zip Code**
1501 Hughes Way, Ste 150		Long Beach, CA, CA	90810

II. Answer the following questions by checking "Yes" or "No." If any of the questions are answered "Yes," list names and addresses of individuals or corporations under Remarks on page 2. Identify each item number to be continued.

(a) Are there any individuals or organizations having a direct or indirect ownership or control interest of 5 percent or more in the institution, organizations, or agency that have been convicted of a criminal offense?

☐ Yes ☑ ~~No~~

(b) Are there any directors, officers, agents, or managing employees of the institution, agency or organization who have ever been convicted of a criminal offense?

☐ Yes ☑ ~~No~~

(c) Are there any individuals currently employed by the institution, agency, or organization in a managerial, accounting, auditing, or similar capacity who were employed by the institution's, organization's, or agency's fiscal intermediary or carrier within the previous 12 months?

☐ Yes ☑ ~~No~~

III. (a) List names, addresses for individuals, or the EIN for organizations having direct or indirect ownership or a controlling interest in the entity. (See instructions for definition of ownership and controlling interest.) List any additional names and addresses under "Remarks" on page 2. If more than one individual is reported and any of these persons are related to each other, this must be reported under Remarks.

Name	Address	EIN
Stars Behavioral Health Group Holding Company, Inc.		27-2903823

(b) Type of Entity: ☐ Sole Proprietorship ☐ Partnership ☑ ~~Corporation~~

☐ Unincorporated Associations ☐ Other (Specify)

(c) If the disclosing entity is a corporation, list names, addresses of the Directors, and EINs for corporations under Remarks.

Check appropriate box for each of the following questions:

(d) Are any owners of the disclosing entity also owners of other Medicare/Medicaid facilities? (Example: sole proprietor, partnership or members of Board of Directors.) If yes, list names, addresses of individuals and provider numbers.

☑ Yes ☐ No

Name	Address	Provider Number
Kent Dunlap Peter Zuckerman Michelle Hatfield Tara Morgan Christie Graham John Weller	1501 Hughes Way, Suite 150 Long Beach, CA 90810	SBHG-HC is the parent to many agencies across California operating under numerous provider numbers.

IV. (a) Has there been a change in ownership or control within the last year?

If yes, give date _____ ☐ Yes ☑ No

(b) Do you anticipate any change of ownership or control with the year?

If yes, when? _____ ☐ Yes ☑ No

(c) Do you anticipate filing for bankruptcy within the year?

If yes, when? _____ ☐ Yes ☑ No

V. Is this facility operated by a management company, or leased in whole or part by another organization?

If yes, give date of change in operations? _____ ☑ Yes ☐ No

VI. Has there been a change in Administrator, Director of Nursing, or Medical Director with the last year?

☑ Yes ☐ No

VII. (a) Is this facility chain affiliated? If yes, list name, address of Corporation, and EIN)

Name Stars Behavioral Health Group Holding Co. EIN # 27-2903823 ☑ Yes ☐ No

Address 1501 Hughes Way Ste 150 Long Beach, CA 90810

VII. (b) If the answer to Question VII.(a) is No, was the facility ever affiliated with a chain? (If yes, list Name, Address of Corporation, and EIN)

Name EIN # ☐ Yes ☐ No

Address

WHOEVER KNOWINGLY AND WILLFULLY MAKES OR CAUSES TO BE MADE A FALSE STATEMENT OR REPRESENTATION OF THIS STATEMENT, MAY BE PROSECUTED UNDER APPLICABLE FEDERAL OR STATE LAWS. IN ADDITION, KNOWINGLY AND WILLFULLY FAILING TO FULLY AND ACCURATELY DISCLOSE THE INFORMATION REQUESTED MAY RESULT IN DENIAL OF A REQUEST TO PARTICIPATE OR WHERE THE ENTITY ALREADY PARTICIPATES, A TERMINATION OF ITS AGREEMENT OR CONTRACT WITH THE STATE AGENCY OR THE SECRETARY, AS APPROPRIATE.

Name of Authorized Representative (Typed)	Title
Kent Dunlap	President & CEO
Signature	**Date**
[signature]	12/17/2018

Submit form to: County of Mariposa,
Health and Human Services Department
Contracts Monitoring Unit
P.O. Box 99
Mariposa, CA 95338

Remarks

Exhibit R – Crisis Residential Unit Scope of Work and Rate

CONTRACTOR shall develop and implement all necessary components to operate a 24-hour CRU, in accordance with all respective federal, state and local laws, codes, and regulations. CONTRACTOR shall admit and provide services to consumers of COUNTIES. CONTRACTOR shall adhere to the proposed plan and services as listed in "RFP 7232 Central Star Behavioral Health, Inc. Proposal" (copy can be provided upon request). CONTRACTOR shall also become familiar with all laws in respect to CHFFA under the Investment in Mental Health Wellness Act of 2013.

I. For the purpose of this agreement, County of Origin is defined as follows:

County of Origin is the county who placed or referred their consumer to the CRU and is responsible for providing, or arranging and paying for their consumer's medically necessary covered Specialty Mental Health Services.

II. COUNTIES are responsible for arranging all care coordination for their consumers. COUNTIES must provide the following, but not limited to, for their consumers:

A. Transportation to and from the CRU, medical appointments, and visitation to their respective county of origin for any reason.

B. Assistance through the CRU admission and discharge process.

C. Case management on site or with the utilization of COUNTIES' telehealth system.

D. Covering costs for their consumer's non-Federal share of cost and unreimbursed cost from third party insurances.

E. If a person is conserved under the Lanterman-Petris-Short (LPS) Act, the conservator or their designee must be present from the county of origin at the CRU for any signatures, decisions, and other related occurrences regarding the conserved consumer.

i. In the event that the responsible county of origin cannot be present for signatures, the responsible county of origin can send signed documents through facsimile or secured email immediately, followed by the originals in twenty four (24) hours. This does not include Admission and Discharge paperwork.

ii. COUNTIES are responsible for making such arrangements prior to the conserved consumer's admission and discharge from the CRU.

F. COUNTIES need to have staff available for legal representation in any legal related issues that arise during the consumer's stay at the CRU.

G. Become familiar with lockouts related to CRTS when a consumer is admitted to the CRU.

III. Staffing Requirements

A. CONTRACTOR shall have at least three direct care staff persons on duty 24 hours a day, seven days per week. CONTRACTOR shall assign about 17.6 direct care staff across three shifts, for a ratio of at least one full-time equivalent (FTE) direct services staff for every three clients served.

B. The proposed schedule follows:

i. Weekday daytime hours will include the following, but not limited to, staff members: Mental Health Specialist, Recovery Counselors, a Housing Coach, Program Director and Clinical Director;

ii. Weekend daytime hours will include the following, but not limited to, staff members: Mental Health Specialist, Recovery Counselors, and a Housing Coach; and

iii. Any day of the week, nighttime hours will include the following, but not limited to, staff members Recovery Counselor and Licensed Vocational Nurse (LVN) or Licensed Psychiatric Technician (LPT).

C. CONTRACTOR shall provide orientation, supervision, and in-service training to staff.

i. Orientation

CONTRACTOR shall provide New Hire Orientation within the first thirty (30) days of hire to ensure all the new staff have the tools and support necessary to enhance their ability to work effectively with each other, residents, and the wider community, and to uphold a culture of inclusiveness, resident voice and choice, safety, recovery and wellness, and all applicable federal, state and local laws related to the CRU.

ii. Supervision

CONTRACTOR shall provide weekly supervision using a developmental model that incorporates reflective practice data-driven supervision, and recovery-oriented principles.

iii. Training

1. CONTRACTOR shall provide comprehensive professional development training using state-of-the-art methods, including educational classes, coaching, monitoring skill update, and consultation services.

2. CONTRACTOR shall cover topics in their trainings such as wellness and recovery based support, peer-to-peer based interventions, and referral processes to assure timely access.

IV. Referral to CRU and Admission

A. Admissions will be accepted at any time of the day or night.

B. Consumer's participation in the CRU is voluntary.

C. Admission criteria may include the following:

i. Consumer shall be willing to participate in a self-help program;

ii. Interview consumers to determine if the CRU is a good match for their needs;

iii. 18 years of age or older;

iv. A minimum of 3 days of sobriety;

v. Medical Screening: referring county must provide the consumer's medical information. CONTRACTOR shall evaluate medical information and clear for admission into the CRU;

vi. Qualifying diagnosis based on the approved version of the Diagnostic and Statistical Manual of Mental Disorders (i.e. DSM 5) criteria; and

vii. Justification on admission into CRU verses a higher level of care.

D. Exclusions from the CRU may include the following reasons:

i. Danger to others;
ii. Active tuberculosis;
iii. Physical health condition diagnosis in which consumer is unable to care for his/herself;
iv. Incontinence;
v. Registered sex offender;
vi. History of arson;
vii. Inability to self-manage for hygiene; and
viii. And a conviction for drug trafficking.

E. CONTRACTOR shall utilize admission forms such as Authorization for Treatment, Admission Agreement, and Consumer Inventory.

F. Within the first week of admit, CONTRACTOR shall do the following, but not limited to, assessments which shall be completed by a Mental Health Specialist and Psychiatrist as a part of the consumer's Individual Service Plan (ISP):

i. Comprehensive biopsychosocial evaluation summarizing psychiatric/mental health history and treatment, developmental milestones, medical history including health screening to identify urgent health care needs/medical complications, medication adherence, relationships, psychosocial and social support skills (i.e. meal planning, shopping and budgeting skills); and current psychological, education, vocational, and other functional limitations;

ii. Review and inclusion of consumer's existing WRAP to provide services according to each consumer's identified preferences and set plan;

iii. Screening for high risk behaviors such as, risk of aggression, self-harm, substance use, etc., and assist with immediate safety and treatment planning;

iv. Consumer completion of the Recovery Assessment Scale (RAS) shall be used in part of an engagement process to help the consumer to self-identify treatment needs and personal, recovery-oriented goals; and

v. Baseline data to track historical service utilization, participation and progress on personal wellness goals.

G. CONTRACTOR shall identify the consumer's county of origin and begin reaching out to connect with agency partners and resources in that county to provide to consumers upon discharge.

H. CONTRACTOR shall establish a tracking mechanism for referrals, notify county of origin expected wait times if beds are filled at the CRU and may use the following reasons when establishing priority on a waitlist:

i. Beds shall be filled on a first-come, first-served basis;
ii. Consumer has accessed emergency services however is in a pre-contemplative/contemplative stage of change that are seeking structure to achieve recovery;
iii. Consumer stepping down from psychiatric hospitalization;
iv. Homeless consumers;
v. Not having a caregiver able to provide support;
vi. Not being in an intensive treatment program;
vii. Rick of incarceration without treatment;
viii. Risk of substance abuse without treatment;
ix. Law enforcement encounters multiple times; and
x. Time spent on the waitlist.

I. CONTRACTOR shall make every effort to keep beds filled and communicate with COUNTIES when there are bed openings.

J. CONTRACTOR shall make every effort to place consumers in as many single rooms as possible to accommodate needs to individuals who might struggle with shared accommodations.

K. CONTRACTOR shall make every effort to fill all available beds to ensure full capacity is reached.

i. CONTRACTOR shall reach out to all COUNTIES to obtain referrals for admission to the CRU.

V. Services

A. CONTRACTOR shall focus services, such as assessment and service planning, on building trust, stabilizing, and providing a recovery-oriented environment that supports hope and allows each resident to develop a self-directed recovery and safety plan.

B. Consumer is expected to have a maximum stay of 30 days.

i. If the length of stay goes beyond 30 days, justification supporting the therapeutic need shall be communication to the county of origin for review and approval.

ii. Under no circumstance shall the stay exceed three months.

iii. Before the end of the three months, consumer will be discharged and county of origin shall be responsible for relocating their consumer.

C. CONTRACTOR shall provide recovery-oriented therapeutic activities 8:00am – 10:00pm, Sunday – Saturday.

D. CONTRACTOR may include the following activities:

i. Therapeutic and Mental Health Services:

1. Individually, each consumer shall receive a daily check in and weekly counseling session with the Mental Health Specialist;

2. Groups including the following offerings:

a. Peer or Co-led WRAP groups;
b. Seeking Safety groups for co-occurring trauma and substance use; and

c. Aggression Replacement Training.

ii. Crisis Intervention:

1. CONTRACTOR shall have a 24/7 crisis response available to de-escalate situations.

iii. Family Inclusion/Collateral:

1. CONTRACTOR shall utilize family engagement to support consumers' community reintegration to an independent housing environment or return to the family home.

iv. Assistance with Activities of Daily Living (ADLs):

1. CONTRACTOR shall provide life skills training to help consumers with personal grooming, hygiene, care of personal belongings, laundry, and keeping personal and community rooms clean.

2. Consumers shall be encouraged to engage in activities that support daily operations such as cleaning common areas and cooking snacks and meals.

v. Daily Exercise/Health and Wellness Education:

1. CONTRACTOR shall include in schedule of activities, organized exercise such as yoga, tai chi, gardening, or walking.

2. CONTRACTOR shall provide education on topics such as, healthy lifestyle, diet and nutrition, weight management, sex education and AIDS/HIV prevention and contraception.

3. CONTRACTOR shall utilize wellness sheets to help consumers with specific topics, such as smoking, and chronic health conditions, they struggle to accomplished or address what was the cause of their crisis.

vi. Pre-Vocational or Vocational Counseling:

1. CONTRACTOR shall assist consumers in developing pre-vocational and/or vocational plans.
2. CONTRACTOR shall provide resources to assist consumer in accomplishing established plans.

vii. Patient Rights and Consumer Advocacy:

1. Along with their admission agreement, CONTRACTOR shall provide consumers with their patient's rights, and other related informing materials.

viii. Case Management:

1. CONTRACTOR shall assist consumers with connections and resources from their county of origin.

2. CONTRACTOR shall assist consumers with possible entitlement programs in their respective county of origin.

E. CONTRACTOR shall incorporate the following, but not limited to, practices and plans:

i. Infusing Evidence Based and Emerging Practices;
ii. WRAP;
iii. Seeking Safety/Trauma Informed Care; and
iv. Motivational Interviews.

F. CONTRACTOR shall schedule group outings for consumers to learn gain skills such as communication, and shopping skills.

G. CONTRACTOR shall provide Medication Support Services as determined by the medical screening at admission.

i. CONTRACTOR shall adhere to established medication support policies, procedures, and all federal, state, and local laws.

ii. Policies and procedures shall include the following, but not limited to, plan in accordance with all applicable federal, state, and local laws:

1. Monitoring and storage of medications;
2. Screening for medical complications by a physician or mid-level provider with the appropriate credentials;
3. Educating consumers on medication and side effects with the goal of consumers becoming responsible for their own medications;
4. Making appropriate case entries of all medications;
5. Staff consultation with the medical staff; and
6. Encouraging and supporting consumers to take more responsibility for keeping to their medication schedule.

H. CONTRACTOR shall provide three regularly scheduled wholesome meals per day to the consumers.

i. CONTRACTOR shall provide food of good quality that is selected, stored, prepared, and services in a safe healthful manner meeting all federal, state, and local laws.

ii. CONTRACTOR shall promote and maintain high food safety and sanitation standards.

VI. Emergency Services

A. In case of a psychiatric or medical emergency, CONTRACTOR shall immediately arrange transportation of consumer in need of emergency services to appropriate facilities within local area.

B. CONTRACTOR shall notify county of origin of the emergency within three hours of occurrence.

C. CONTRACTOR may discharge consumer upon confirmation of admittance to another facility (i.e. psychiatric or medical).

D. County of origin is responsible for coordination of care for their consumer's emergency episode which includes admission into psychiatric facility, admission into local emergency room, coordination of ancillary services and return transportation to county of origin.

VII. Discharge

A. CONTRACTOR shall including the following, but not limited to, components in the discharge process:

i. Evaluation of consumer's improvement;
ii. Reason for the services are no longer appropriate (includes reasons such as improvements, danger to self or others, and necessity of higher care);
iii. Review WRAP and provide motivation regarding their self-directed wellness and self-management goals;
iv. Provide community resources for the consumer's county of origin;
v. Create a discharge summary plan in consultation with the consumer and county of origin staff;
vi. Contacts and connections to warm-handoffs in county of origin;
vii. Provide up to thirty (30) days' worth of medications if applicable;
viii. Transportation arrangement with county of origin.

B. CONTRACTOR shall monitor consumers who are at risk for leaving prior to completion of CRTS.

C. If a consumer is identified as needing conservatorship, CONTRACTOR shall contact county of origin to arrange discharge and transportation of the consumer within three (3) hours.

VIII. Telehealth

A. CONTRACTOR shall utilize a telehealth system, compliant to federal, state, and local regulations, to provide consistent communication between consumers and staff from their county of origin.

B. CONTRACTOR shall arrange family meetings and case coordination.

IX. EHR and Billing

A. CONTRACTOR shall utilize their own EHR and Billing system for all documentation and cost reimbursement.

B. The EHR system shall have the ability to communicate and/or transfer consumer data to county of origin.

C. CONTRACTOR shall develop and manage all CRU related financial accounting, contract management, annual external audit readiness, and quality assurance/improvement.

X. Program Evaluation

A. CONTRACTOR shall provide the following, but not limited to, CHFFA related items:

i. CONTRACTOR shall work with COUNTY's evaluation team to collect information necessary to report per rules and regulations revolving CHFFA.

ii. CONTRACTOR shall provide outcomes and data per COUNTY's request.

B. CONTRACTOR shall participate in regular meeting with directors and/or designees from COUNTIES collaboratively to discuss program successes and improvements.

C. CONTRACTOR shall track the following. and any other related elements as determined by the evaluation team, and provide annual reports to the county of origins:

1. Number of consumers served;
2. Type of referral source;
3. Demographic of population;
4. Diagnoses;
5. Average length of stay;
6. Reason for discharge;
7. Placement type;
8. Homelessness;
9. Repeat utilization/recidivism;
10. Consumer satisfaction; and
11. Other data as requested by COUNTIES through evaluation team.

Rate

MEDI-CAL REVENUE:	Rate
3000 Adult Crisis Residential (Mode 05/SFC 40-49)	$371.02

Exhibit X – Crisis Residential Unit Additional Terms and Conditions

1. RATE PROGRAM/SERVICES

Payment for services is subject to Medi-Cal documentation standards, establishment of medical necessity, and claim submissions consistent with State and Federal requirements.

CONTRACTOR shall submit an Invoice within thirty (30) d*ays* for each consumer which details the units of service provided and payment rate. The COUNTY shall pay the CONTRACTOR consistent with the certified public expenditure process required by 42 CFR 433.51.

It is understood that each claim is subject to audit for compliance with Federal and State regulations, and that COUNTY may be making payments in advance of said review. In the event that a Medi-Cal billable service is disapproved, COUNTY may, at its sole discretion, withhold compensation or offset from other payments due the amount of said disapproved services. CONTRACTOR shall be responsible for audit exceptions to ineligible dates of services or incorrect application of utilization review requirements.

2. CERTIFICATIONS

Community Care Licensing

CONTRACTOR shall receive and maintain throughout the term of this Agreement, licensing for Community Care in accordance to all federal, state and local laws. Upon certification by the State Department of Social Services CONTRACTOR agrees to furnish COUNTY a copy of the current license of operation.

Short–term Crisis Residential Treatment Program

CONTRACTOR shall receive and maintain throughout the term of this Agreement, certification as a Social Rehabilitation Program (Short–term Crisis Residential Treatment Program) and licensed as a Social Rehabilitation Facility or Community Care Facility as specified in CCR 1840.334. Certification shall be based on the twelve (12) month fiscal year period. Upon recertification by the State Department of Social Services CONTRACTOR agrees to furnish COUNTY a copy of the current license of operation.

Medi-Cal

CONTRACTOR shall receive and maintain certification as an organizational provider of Medi-Cal specialty mental health services during the term of this Agreement. This includes meeting all staffing and facility standards required for organizational providers of Medi-Cal specialty mental health services which are

claimed and notifying COUNTY's Health and Human Services Department QI/Managed Care Program Manager in writing of anticipated changes in service locations at least sixty (60) days prior to such change. CONTRACTOR shall be in full compliance with COUNTY's Medi-Cal Network/Organization/Provider Site Certification.

The storage and dispensing of medications on site shall be in compliance with all pertinent state and federal standards.

3. FINANCIAL STATEMENTS, RECORDS AND AUDITS

On-Site Reviews

In accordance with applicable law, agents of COUNTY and its Health and Human Services Agency may conduct periodic audits or reviews, including on-site audits or reviews, of performance under this Agreement. These audits or reviews may evaluate the following:

a. Level and quality of care and the medical necessity and appropriateness of the services provided.

b. Internal procedures for assuring efficiency, economy and quality of care.

c. Compliance with COUNTY's "Client Grievance Procedures".

d. Financial records when determined necessary to protect public funds.

e. CONTRACTOR shall make adequate office space available for the review team or auditors to meet and confer. Such space must be capable of being locked and secured to protect the work of the review team or auditors during the period of their review.

f. On-site reviews and audits shall occur during normal working hours with at least 72-hours advanced notice, except when such unannounced on-site reviews and requests for information are made in those exceptional situations where arrangements for an appointment beforehand are clearly not possible or clearly inappropriate to the nature of the intended review.

g. COUNTY's contract monitoring team and clinical managers will monitor ongoing program compliance through facility visits, consumer record review and financial record review. COUNTY Contract Monitors will visit facilities announced and unannounced.

Cost Reporting

For the first year of service, CONTRACTOR shall provide COUNTY with two copies of an accurate and complete six (6) month Cost Report, with a statement of expenses and revenue. The Annual Cost Report will be submitted in accordance with instructions from COUNTY and be broken out into services identified within each legal entity. Such reports will be due four (4) weeks after the six (6) months of services have passed. CONTRACTOR shall follow the same instructions as the Annual Cost Report.

For each Fiscal Year or portion thereof that this Agreement is in effect, CONTRACTOR shall provide COUNTY with two copies of an accurate and complete Annual Cost Report, with a statement of expenses and revenue. The Annual Cost Report will be submitted in accordance with instructions from COUNTY and be broken out into services identified within each legal entity. Such reports will be due no later than August 15th, unless a written extension is approved by COUNTY. Each Annual Cost Report shall be prepared by CONTRACTOR in accordance with the requirements set forth in the Short-Doyle/Medi-Cal Cost Reporting System Manual, applicable State manuals and/or training materials, and other written guidelines which may be provided to CONTRACTOR by COUNTY.

If CONTRACTOR fails to submit accurate and complete Annual Cost Report(s) by agreed upon submission date, then COUNTY shall not make any further payments to CONTRACTOR under this Agreement or at COUNTY's option, other current or subsequent Agreements with COUNTY, until the accurate and complete Annual Cost Report(s) is (are) submitted.

In the event that CONTRACTOR does not submit accurate and complete Annual Cost Report(s) by the established due date, then all amounts covered by the outstanding Annual Cost Report(s) and paid by COUNTY to CONTRACTOR in the Fiscal Year for which the Annual Cost Report(s) is (are) outstanding may be demanded as due by CONTRACTOR to COUNTY.

Annual Cost Report Adjustment and Settlement

Based on the Annual Cost Report(s), at the end of each Fiscal Year or portion thereof that Agreement is in effect, the cost of all mental health services rendered hereunder shall be adjusted as follows:

a. Cost Reimbursement

   Settled to the lesser of actual and allowable costs or charges, not to exceed the applicable Maximum Contract Amount. Reimbursement for Short-Doyle/Medi-Cal funded services shall not exceed the Schedule of Maximum Allowances (SMA) in effect at the time of service delivery.

b. County Audit Settlements:

If, at any time during the term of this Agreement or at any time after the expiration or termination of this Agreement, authorized representatives of COUNTY conduct an audit of CONTRACTOR regarding the mental health services provided hereunder and if such audits finds that COUNTY's dollar liability for such services is less than payments made by COUNTY to CONTRACTOR, then the difference shall be due by CONTRACTOR to COUNTY. If such audit finds that COUNTY's dollar liability for such services provided hereunder is more than payments made by COUNTY to CONTRACTOR, then the difference shall be paid to CONTRACTOR by COUNTY by cash payment, provided that in no event shall COUNTY's Maximum Contract Amount for the applicable Fiscal Year be exceeded.

Payment Due To COUNTY/Method of Payment

Within ten days after written notification by COUNTY to CONTRACTOR of any amount due by CONTRACTOR to COUNTY, CONTRACTOR shall notify COUNTY as to which of the following six payment options CONTRACTOR requests to be used as the method by which such amount shall be recovered by COUNTY. Any such amount shall be: (1) paid in one cash payment by CONTRACTOR to COUNTY, (2) offset against prior year(s) liability (ies) to CONTRACTOR, (3) deducted from future claims over a period not to exceed three months, (4) deducted from any amounts due from COUNTY to CONTRACTOR whether under this Agreement or otherwise, (5) paid by cash payment(s) by CONTRACTOR to COUNTY over a period not to exceed three months, or (6) a combination of any or all of the above. If CONTRACTOR does not so notify COUNTY within ten days, or if CONTRACTOR fails to make payment of any such amount to COUNTY as required, then Director, in his sole discretion, shall determine which of the above six payment options shall be used by COUNTY for recovery of such amount from CONTRACTOR.

If CONTRACTOR, without good cause as determined in the sole judgment of Director, fails to pay COUNTY any amount due COUNTY under this Agreement within sixty days after the due date, as determined by Director or designee, then Director or designee, in their sole discretion and after written notice to CONTRACTOR, may assess interest charges at a rate equal to COUNTY's General Fund Rate, as determined by the COUNTY's Auditor-Controller, per day on the delinquent amount due commencing on the sixty-first day after the due date. CONTRACTOR shall have an opportunity to present to Director Information bearing on the issue of whether there is a good cause justification for CONTRACTOR's failure to pay COUNTY within sixty days after the due date. The interest charges shall be: (1) paid by CONTRACTOR to COUNTY by cash payment upon demand and/or (2) at the sole discretion of Director, deducted from any amounts due by COUNTY to CONTRACTOR whether under this Agreement or otherwise.

CONTRACTOR's Right to Administrative Hearing

Performance obligations assumed under this Agreement shall commence and terminate as indicated in this Agreement, and shall apply to all psychiatric inpatient hospital admissions on or after the date of commencement. This Agreement shall continue until the date of termination, and the rights of termination. However, the terms of this Agreement shall continue to apply to any beneficiary receiving psychiatric inpatient hospital services at the date of termination. There shall be no entitlement to an administrative hearing pursuant to these sections. CONTRACTOR waives any claim it may have to such a hearing in consideration of the covenants, conditions and provisions of this Agreement.

Restriction on CONTRACTOR's Freedom to Assign Benefits Only Under this Agreement or to Engage in Organizational Change

COUNTY and CONTRACTOR hereby declare their mutual recognition that the subject matter of this Agreement is personal, being founded upon COUNTY's confidence in the reputation, type and location of facilities, and other personal attributes of CONTRACTOR. For this reason: Unless COUNTY has rendered prior written approval, any attempt by CONTRACTOR to make an assignment of the right to receive the contingent payment obligations of COUNTY under this Agreement shall operate as an express condition subsequent to those obligations, discharging COUNTY from what may otherwise have been a matured obligation of performance.

Should CONTRACTOR desire to make an assignment of rights under this Agreement, it shall submit a written application for approval to COUNTY. Such an application shall identify the proposed assignee and include a detailed explanation for the reason and basis of the proposed assignment. Should COUNTY be satisfied that the proposed assignment is consistent with the continued receipt of satisfactory performance on the part of CONTRACTOR, it shall be documented and approved in writing. The effective date of the assignment shall be the date upon which COUNTY issued written approval.

AMENDMENT 04
TO
CONTRACT NO. 2018169
BETWEEN
MARIPOSA COUNTY
AND
CENTRAL STAR BEHAVIORAL HEALTH, INC.

THIS Amendment to Contract No. 2018169, is executed by and between the County of Mariposa, a political subdivision of the State of California, (hereinafter called "COUNTY"), and Central Star Behavioral Health, Inc., (hereinafter called “CONTRACTOR").

This Amendment is hereby annexed to and made a part of the printed part of the Agreement to which it is attached, or modifies the existing Agreement between the parties. In each instance in which the provisions of this Amendment shall contradict or be inconsistent with the provisions of the printed portion of the original Agreement and any previous amendments, the provision of this Amendment shall prevail and govern and the contradicted or inconsistent provisions shall be deemed amended accordingly. Both parties agree that there is new and adequate consideration for this Amendment.

This Amendment shall be deemed to have been duly approved when executed by both parties to the original Agreement. Once duly approved, this Amendment shall become effective as of the date signed by the Chairman of the Mariposa County Board of Supervisors.

MODIFICATIONS:

a). Section 2, entitled "TERM", is amended to read as follows:

The term of this Agreement shall commence on the 1st day of June, 2018, and continue until the 31st day of December, 2023, unless sooner terminated in accordance with the sections entitled “TERMINATION FOR CONVENIENCE” “TERMINATION FOR CAUSE”, or ‘TERMINATION SUBSQUENT TO NON APPROPRIATION OF FUNDING”, as set forth elsewhere in this Agreement.

b). Section 12, entitled “INSURANCE”, is amended to read as follows:

12. INSURANCE

A. Insurance Requirements

Prior to the commencement of work, and as a precondition to this agreement, CONTRACTOR shall purchase and maintain the following types of insurance for the stated minimum limits indicated during the term of this Agreement. CONTRACTOR shall provide a certificate of insurance (COI) and endorsements on each policy as required in this section. Each COI shall specify if CONTRACTOR has a self-insured retention (SIR), and

if so, CONTRACTOR shall be required to provide the entire policy of insurance with which it has a SIR and/or deductible. All deductibles and SIRs shall be fully disclosed in the COI and are subject to the express written permission of the County Risk Manager.

1. Commercial General Liability (CGL): $2,000,000 per occurrence and $4,000,000 annual aggregate covering products and completed operations, bodily injury, personal injury and property damage. The COUNTY and its officers, employees and agents shall be endorsed to above policy as additional insured, using ISO form CG2026 or an alternate form that is at least as broad as form CG2026, as to any liability arising from the performance of this Agreement.

2. Automobile Liability: $1,000,000 per accident for bodily injury and property damage, or alternatively split limits of $500,000 per person and $1,000,000 per accident for bodily injury with $250,000 per accident for property damage.

3. Workers Compensation: Statutory coverage, if and as required according to the California Labor Code, including Employers' Liability limits of $1,000,000 per accident. The policy shall be endorsed to waive the insurer's subrogation rights against the COUNTY.

4. Professional Liability (Errors and Omissions): $2,000,000 limit per occurrence and $5,000,000 annual aggregate limit covering CONTRACTOR’s wrongful acts, errors and omissions. Any aggregate limit for professional liability must be separate and in addition to any CGL aggregate limit. Claims – made coverage requires CONTRACTOR to maintain a minimum of three (3) years extended reporting period or tail coverage.

5. Technology Professional Liability Errors and Omissions Insurance appropriate to the CONTRACTOR’s profession and work hereunder, with limits not less than $2,000,000 per occurrence. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the CONTRACTOR in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, copyright, trademark, invasion of privacy violations, information theft, release of private information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

   The Policy shall include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of,

or destruction of electronic data and/or information “property” of the Agency in the care, custody, or control of the CONTRACTOR. If not covered under the CONTRACTOR’s liability policy, such “property” coverage of the Agency may be endorsed onto the CONTRACTOR’s Cyber Liability Policy as covered property as follows:

Cyber Liability coverage not less than $2,000,000 per occurrence, and sufficient to cover, the full replacement value of damage to, alteration of, loss of, or destruction of electronic data and/or information “property” of the Agency that will be in the care, custody, or control of CONTRACTOR.

B. Insurance Conditions

1. Insurance is to be primary and non-contributory with any insurance of the COUNTY and placed with admitted insurers rated by A.M. Best Co. as A: VII or higher. Lower rated, or approved but not admitted insurers, or any other requirement changes (such as limits) are subject to the prior approval of the COUNTY Risk Manager.

2. Each of the above required policies shall be endorsed to provide the COUNTY with thirty (30) days prior written notice of cancellation. The COUNTY is not liable for the payment of premiums or assessments on the policy. No cancellation provisions in the insurance policy shall be construed in derogation of the continuing duty of CONTRACTOR to furnish insurance during the term of this Agreement.

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

4. If the CONTRACTOR uses subcontractors or others to perform work under this contract, such subcontractor or other persons shall be Named Insured or Additionally Insured to the CONTRACTOR’s required insurance coverage, or required by the CONTRACTOR to comply with equivalent insurance and conditions of this Section.

c). Exhibit R, Section entitled “Rate”, is amended to read as follows:

For the term June 1, 2018 through June 30, 2020, the rate is as follows:

MEDI-CAL REVENUE:	Rate
3000 Adult Crisis Residential (Mode 05/SFC 40-49)	$371.02

For the term July 1, 2020 through December 31, 2023, the rate is as follows:

MEDI-CAL REVENUE:	Rate
H0018 Adult Crisis Residential (Mode 05/SFC 40-49)	$648.03

Services billed under the period of July 1, 2023 through December 31, 2023 will not be subject to cost reporting, Adjustment and Settlement.

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 an 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.

Signature page to follow

Except as herein modified, all terms and conditions in said Agreement as heretofore approved remain unchanged and in full force and effect.

COUNTY OF MARIPOSA

By _____
Miles Menetrey, Chair
Board of Supervisors

_____
Date

APPROVED AS TO LEGAL FORM
MARIPOSA COUNTY COUNSEL

By _____
STEVEN W. DAHLEM
COUNTY COUNSEL

_____
Date

CENTRAL START BEHAVIORAL HEALTH, INC.

By _____
Kent Dunlap
Chief Executive Officer

_____
Date

MARIPOSA COUNTY
HEALTH AND HUMAN SERVICES AGENCY

By **N/A**
JOE LYNCH
Director

_____
Date

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-512

MEETING: September 19, 2023

TO: The Board of Supervisors

FROM: Joe Lynch, Director of Health and Human Services

RE: Approve a General Agreement with Yosemite National Park Services for Mental Health Services; and Authorize the Board of Supervisors Chair to Sign the Agreement

---

RECOMMENDATION AND JUSTIFICATION

Approve a General Agreement with Yosemite National Park Services for Mental Health Services; and Authorize the Board of Supervisors Chair to Sign the Agreement.

There are geographically isolated communities in the County where distance and transportation are barriers to access any level of mental health services. Without readily available services, mild or moderate mental health issues can escalate into major issues. Providing mental health services to these communities required an expansion of the Mariposa County Behavioral Health and Recovery Services (BHRS) Mental Health Plan services policy in order to serve non Medi-Cal insured clients. With the update to the Client Service Policy approved by the Board on June 9, 2015, HHSA has exercised its authority to provide behavioral health services within Yosemite National Park.

The Yosemite National Park is making space available in their Yosemite Medical Clinic to provide these services as well as providing limited clerical/receptionist assistance. This general agreement states the intent of both Yosemite National Park Services (YNP) and the County of Mariposa through Health and Human Services Agency (HHSA) to work together toward the mutual goal of providing and facilitating behavioral health counseling, treatment and prevention services at Yosemite National Park.

BACKGROUND AND HISTORY OF BOARD ACTIONS

On June 23, 2015, the Board of Supervisors approved the MOU to provide Behavioral Health services to Yosemite National Park through Resolution 2015-298.

On July 28, 2020, the Board of Supervisors approved the MOU to provide Behavioral Health services to Yosemite National Park through Resolution 2020-446.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Failing to enact an MOU with Yosemite National Park would make access to services to the residents of this area of our County much more difficult.

FINANCIAL IMPACT

There is no impact on the General Fund.

ATTACHMENTS

1. **YOSE Mariposa County Behavioral Health Agreement_Final_August 24 2023**

VOTE RESULT

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

GENERAL AGREEMENT

Between the

U.S. Department of the Interior, National Park Service

Yosemite National Park

and

County of Mariposa, California

This general agreement is hereby entered into by and between the County of Mariposa (known herein after as the "County") and U.S. Department of the Interior, National Park Service, Yosemite National Park (known herein after as the "Service").

ARTICLE I - Background and Objectives

This agreement stands as evidence of the aforementioned agencies' intent to work together toward the mutual goal of providing and facilitating behavioral health counseling, treatment and prevention services at Yosemite National Park. Both agencies believe that the implementation of this agreement, as described herein, will further this goal. To this end, each agency agrees to participate by coordinating/providing the following services at the Service's Yosemite Medical Clinic (known herein after as the "Clinic").

ARTICLE II - Legal Authority

This agreement is entered into pursuant to the authority found in 54 U.S.C. 100101 et seq.

ARTICLE III - Responsibilities and Understanding of the Parties

A. The County agrees to:

1) Provide a licensed behavioral health care provider (known hereinafter as the "Individual Therapy Provider") to see patients at least one day per week, year-round, during normal business hours of the clinic. Provide a licensed behavioral health care provider (known hereinafter as the "Prevention Provider") to provide prevention group services for residents as funding is available.

2) Facilitate one on one or group sessions as determined by the applicable provider.

3) Require that providers delivering services under this Agreement accept uninsured patients, as well as those insured by the primary insurance providers of the Service and their concessionaires (Blue Cross/Blue Shield, Medicare, Medi-Cal, United Healthcare, etc.).

4) Ensure that patient billing is managed by the provider or their practice.

5) Require that, as time allows, providers delivering services under this Agreement accept appointments from the visiting public with unscheduled emergent needs on days when the provider is present for duty within Yosemite National Park.

6) Provide furniture as needed for the service provided.

B. The Service agrees to:

1) Provide space within the Clinic so that behavioral health counseling sessions may be held, meeting the following criteria:

   a) A secure area for storing supplies and equipment necessary for providing counseling treatment.

   b) Climate controlled room large enough to reasonably seat at least two people for individual counseling sessions.

   c) As available and upon scheduling, space that can accommodate up to seven (7) persons for the purpose of prevention groups.

   d) Provide utilities for the office space, to include power and a phone line.

2) Cooperate with County in granting building, telephone, and secured wifi to the extent necessary to safely and efficiently carry out work under this Agreement, to the extent allowed by applicable laws, regulations, and policies.

3) Provide security for the space to be utilized for the behavioral health counseling, to include:

   a) Law enforcement response as requested by the provider to assist with patients who become unruly to a degree the provider is uncomfortable.

   b) Security for the premises as afforded by routine law enforcement patrols.

4) Provide administrative assistance with:

   a) Relay of phone messages from patients calling the Clinic.

   b) Faxing or calling referrals for individual services to the Individual Therapy Provider.

   c) Faxing or calling referrals for prevention services to the Prevention Provider.

   d) Directing provider's clients presenting for service to the provider's assigned workspace.

   e) Use of basic office equipment, such as the copy machine, if needed.

C. Both the County and the Service agree:

1) No Service housing is available for this position

2) The County will assume liability for their assigned provider's performance, conduct, and operations, and will ensure that the provider has appropriate liability insurance in place to cover his/her practice.

3) The Service will have no contractual relationship with the individual behavioral health provider and will address concerns directly with the County.

ARTICLE IV - Term of Agreement

This Agreement shall become effective on the date of the final signature and shall continue through June 30, 2026.

ARTICLE V - Termination

Either party may terminate this Agreement upon thirty days advance written notice to the Key Official of other party, identified in Article VIII.

ARTICLE VI - Liability and Insurance

The Service agrees:

To be liable, to the extent allowed by law, including the Federal Tort Claims Act, for claims for personal injuries or property damage resulting from the negligent or wrongful act or omission of any employee of the United States while acting within the scope of his or her employment, arising out of this Agreement.

The County agrees:

To indemnify, save and hold harmless, and defend the United States against all fines, claims, damages, losses, judgments, and expenses arising out of, or from any act or omission of the County, its officers, employees, or representatives arising out of or in any way connected to activities authorized pursuant to this Agreement. This obligation shall survive the termination of this Agreement. The County further agrees to cooperate with the Service in the investigation and defense of any claims that may be filed with the Service arising out of the activities of the County, its officers, employees, or representatives.

ARTICLE VII - General Provisions

1) Non-Discrimination: All activities pursuant to this Agreement shall be in compliance with the requirements of Executive Order 11246, as amended; Title VI of the Civil Rights Act of 1964, as amended, (78 Stat. 252; 42 U.S.C. §§2000d et seq.); Title V, Section 504 of the Rehabilitation Act of 1973, as amended, (87 Stat. 394; 29 U.S.C. §794); the Age Discrimination Act of 1975 (89 Stat. 728; 42 U.S.C. §§6101 et seq.); and with all other federal laws and regulations prohibiting discrimination on grounds of race, color, sexual orientation, national origin, disabilities, religion, age, or sex.

2) Lobbying Prohibition: All activities pursuant to this Agreement shall be in compliance with the requirements of 18 U.S.C. §1913, Lobbying with Appropriated Moneys, as amended by Public Law 107-273, Nov. 2, 2002 or the related restrictions on the use of appropriated funds found in Div. F, § 402 of the Omnibus Appropriations Act of 2008 (P.L. 110-161).

3) Anti-Deficiency Act: Pursuant to 31 U.S.C. §1341 nothing contained in this Agreement shall be construed as binding the NPS to expend in any one fiscal year any sum in excess of

appropriations made by Congress, for the purposes of this Agreement for that fiscal year, or other obligation for the further expenditure of money in excess of such appropriations.

4) Assignment: No part of this Agreement shall be assigned to any other party without prior written approval of the NPS.

5) Agency: Mariposa County is not an agent or representative of the United States, the Department of the Interior, NPS, or the Park, nor will Mariposa County represent itself as such to third parties. NPS employees are not agents of Mariposa County and will not act on behalf of Mariposa County.

6) Non-Exclusive Agreement: This Agreement in no way restricts Mariposa County or NPS from entering into similar agreements, or participating in similar activities or arrangements, with other public or private agencies, organizations, or individuals.

7) Survival: Any and all provisions which, by themselves or their nature, are reasonably expected to be performed after the expiration or termination of this Agreement shall survive and be enforceable after the expiration or termination of this Agreement. Any and all liabilities, actual or contingent, which have arisen during the term of and in connection with this Agreement and in connection with this Agreement shall survive expiration or termination of this Agreement.

8) Partial Invalidity: If any provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement or the application of such provision to the parties or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

9) No Employment Relationship: This Agreement is not intended to and shall not be construed to create an employment relationship between NPS and Mariposa County or its representatives. No representative of Mariposa County shall perform any function or make any decision properly reserved by law or policy to the Federal government.

10) No Third-Party Rights: This Agreement creates enforceable obligations between only NPS and Mariposa County. Except as expressly provided herein, it is not intended, nor shall it be construed to create any right of enforcement by or any duties or obligation in favor of persons or entities not a party to this Agreement.

11) Endorsements:

a. Mariposa County shall not publicize or otherwise circulate promotional material (such as advertisements, sales brochures, press releases, speeches, still and motion pictures, articles, manuscripts or other publications) which states or implies governmental, Departmental, bureau, or government employee endorsement of a business, product, service, or position which the Mariposa County represents. No release of information relating to this agreement may state or imply that the Government approves of the Mariposa County work products or considers the Mariposa County work product to be superior to other products or services.

b. All information submitted for publication or other public releases of information regarding this project shall carry the following disclaimer: “The views and conclusions contained in this

document are those of the authors and should not be interpreted as representing the opinions or policies of the U.S. Government. Mention of trade names or commercial products does not constitute their endorsement by the U.S. Government."

c. Mariposa County must obtain prior Government approval for any public information releases concerning this agreement which refer to the Department of the Interior or any bureau or employee (by name or title). The specific text, layout photographs, etc. of the proposed release must be submitted with the request for approval.

12) Publications of Results of Studies: No party to this agreement will unilaterally publish a joint publication without consulting the other party. This restriction does not apply to popular publications of previously published technical matter. Publications pursuant to this Agreement may be produced independently or in collaboration with others; however, in all cases proper credit will be given to the efforts of those parties' contribution to the publication. In the event no agreement is reached concerning the manner of publication or interpretation of results, either party may publish data after due notice and submission of the proposed manuscripts to the other. In such instances, the party publishing the data will give due credit to the cooperation but assume full responsibility for any statements on which there is a difference of opinion

13.

ARTICLE VIII - Key Officials

For the Service:

Chief Ranger (Acting)
Yosemite National Park
PO Box 577
Yosemite, CA 95389

For the County:

Joe Lynch, Health and Human Services Director
Mariposa County, Department of Human Services
PO Box 99
Mariposa, CA 95338

ARTICLE IX - Signatures

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date(s) set forth below.

<u>For Mariposa County</u>

_____

Miles Menetrey, Chair, Board of Supervisors

_____

Danielle Bondshu, Clerk of the Board

_____

Steven W. Dahlem, County Counsel

For the National Park Service

_____

Cindy Orlando, Acting Regional Director, Interior Regions 8, 9, 10, and 12

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-513

MEETING: September 19, 2023

TO: The Board of Supervisors

FROM: Joe Lynch, Director of Health and Human Services

RE: Approve an Agreement with Davis Guest Home in the Amount of $450,000 for Personalized Residential Care; and Authorize the Board of Supervisors Chair to Sign the Agreement

---

RECOMMENDATION AND JUSTIFICATION

Approve an Agreement with Davis Guest Home in the Amount of $450,000 for Personalized Residential Care; and Authorize the Board of Supervisors Chair to Sign the Agreement.

The County does not operate community residential facilities. This Agreement will allow Mariposa County Behavioral Health to utilize the services of Davis Guest Home at their Modesto area residential locations in order to serve persons in need. Behavioral Health wishes to engage the services of this provider because of the benefits of the nearby location and the reasonable costs. Davis Guest Home has served Stanislaus and other counties for over 25 years.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board of Supervisors approved an agreement with Davis Guest Home on March 23, 2017 through Resolution 2017-316.

The Board of Supervisors approved first amendment to an agreement with Davis Guest Home on March 21, 2023 through Resolution 2023- 157.

The Board of Supervisors approved second amendment to an agreement with Davis Guest Home on August 8, 2023 through Resolution 2023-435.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

If this agreement is not approved, Behavioral Health will be hindered in providing appropriate care to persons in need of residential facility services. When a crisis arises, costs for serving these individuals may be higher by not having a contract in place.

FINANCIAL IMPACT

There is no impact on the General Fund.

ATTACHMENTS

1. **Davis Guest Home Agreement 2024**

VOTE RESULT

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

AGREEMENT FOR PERSONALIZED RESIDENTIAL CARE

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 Davis Guest 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," 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 $450,000 as set forth in Exhibit B, "Cost Proposal," which is attached hereto and incorporated herein by reference. County shall pay Contractor within thirty (30) 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:
Davis Guest Home
1878 E. Hatch Rd.
Modesto, CA 95331

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 Board of Supervisors	Lonny Davis Davis Guest 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

A. DESCRIPTION OF SERVICES AND PROGRAM DESIGN

1. History of Organization

Davis Guest Home Inc. has operated Residential Care Facilities since 1962. Davis Guest home has long enjoyed a reputation of providing quality care and services for individuals who require a level of care not generally provided by residential care homes.

2. Mission Statement

Davis Guest Home is designed as a residential care facility offering a broad range of services to residents requiring a structured environment due to mental health challenges. Our structured environment within a non-restrictive, supervised program, focuses on each resident's specific needs and interests. Davis Guest Home is unique among the larger facilities in Central California in that it has maintained a home-like environment that has developed over the years. This has been accomplished by carefully selecting personnel who genuinely care for the residents and by maintaining on ongoing training program for all levels of staff.

An environment of respect, encouragement, and appreciation is provided for each of our residents. Residents are encouraged and given support in discovering and acquiring independent living skills and self-help management skills. Residents are also encouraged to participate in many out-of-home activities that are provided in an effort to normalize lifestyles and allow social training opportunities within the community. These objectives support our desire to help each resident reach and maintain his/her highest possible quality of life. It is our expectation at Davis Guest Home that each resident will achieve individualized goals that will result in their being re-integrated into the community as soon as possible.

Davis Guest Home views our relationship with residents as a continuum of mental health services. We are committed to the team concept in assisting the client. This team includes the facility, our case management team, OUI' local emergency acute inpatient hospitals, the conservator, the psychiatrist, the resident's family, case manager, and the resident. We are dedicated to facilitating communication between all of the individuals and agencies that participate in the treatment strategies affecting residents.

3. Goals and Outcomes

Davis Guest Home instructs and encourages clients to participate in tasks that promote independent living skills. As a result of residing at Davis Guest Home and participating in our full range of activities we expect each individual will experience an enrichment of life. This may be evidenced in many different ways:

1. An ability to interact in the community in a socially acceptable manner.
2. An increased awareness of resources within the community that are available for the resident's information, recreation, transportation, etc.

3. The development of personal hygiene, grooming, dressing, and household living skills.
4. The development and discipline of social interaction skills with family members, staff and other residents.

4. Current Programs and Services Offered

Davis Guest Home is dedicated to discovering each resident's interest and goals and to assist our residents in achieving these with training opportunities, education and counseling. Each day Davis Guest Home provides opportunities for residents to participate in activities or educational opportunities in the following areas:

Educational:

Money Management/Budgeting Training
Public Transportation Access/Utilization
Interpersonal/Dyadic Communications Skills
Family and Peer Relational Processes
Nutritional/Menu Planning and Food Preparation
Responsibility Orientation, Cause/Effect Sequences
Chemical Dependency/Substance Abuse Awareness

Socialization/Group Interactions:

Current Events/Cultural Relativity
Problem Solving/Life challenge-bridge
Self-Disclosure/Transparency Therapy
Healthy Responses to relational Pain/Trust Development
Self Acceptance Support Group

Entertainment/Recreational

Annual trips to Disneyland
Concerts, Community Events
Holiday Celebrations
Movies, Games, and Sports.
Bingo Bonanza
Talent Shows/Competition
Pizza/Ice Cream Socials
Shopping Trips
Birthday Celebrations
Live Bands/Dances

Davis Guest Home develops a schedule each month outlining daily routines, training opportunities, client council meetings, orientation time, and daily social/recreational opportunities. In constructing social/recreational and other schedules we attempt to coordinate

events and situations to coincide with the Individual Program Plans that are developed for each client in our facility. The client council meetings provide opportunity for clients to influence the choices and types of activities and events that are sponsored or attended by residents.

The following is a partial list of behaviors/symptoms that Davis Guest Home is prepared to address:

1. Serious, psychotic impairment: difficulty self-care in bathing dressing, grooming, toileting, eating; persistently intrusive behavior requiring significant redirection: serious regression which impedes or prevents program participation.
2. Sub-acute danger to self, including suicidal ideation
3. Gross inactivity
4. Basic difficulties in sharing, working out, co-existing in a room with another person.
5. Exaggerated, loud outbursts in response to perceived injustices.
6. Problem smoking unauthorized areas.
7. Borrowing, begging or stealing or inappropriate handling of money or property.
8. Medication Compliance.
9. Paranoid perception - which goes unvoiced and sometimes leads to the person acting out of place in the community.
10. Reversed sleep patterns - up all night. sleeping in the day.
11. Sexual acting out.
12. Excessive dependency.

Davis Guest Home is staffed with individuals that have bi-lingual capabilities: two of our administrative staff are fluent in sign language. We stress a multi-cultural approach that is reflected in both our staffing and programming. Staff members regularly receive training in defusing assaultive situations and utilize early intervention techniques that serve to help prevent hospitalizations in most instances. Resident's personal and incidental funds are placed in trust and may be withdrawn by the client at regular intervals as determined by the resident's service plan, payee, and case management contracts. Davis Guest Home provides transportation to day programs, community events, recreational activities, doctor and medical appointments, and other transportation requirements.

5. Quality Assurance Procedures

At Davis Guest Home, qualified personnel distribute medication as directed by psychiatrist or physician at prescribed intervals. Davis Guest Home requires all staff documenting or distributing medication to complete in-service training pertaining to medications.

Davis Guest Home services, facility, programs and records are evaluated annually by the following agencies: State of California Community Care Licensing, Valley Mountain Regional Center, Stanislaus County Ombudsman Program, and Patient's Rights Consumer Review Task Force, Stanislaus County.

6. Description of the Facility and Community

Davis Guest Home has served Stanislaus and other counties for over 25 years. Davis Guest Home Located at 1878 E. Hatch Road in Modesto is situated close to shopping centers, restaurants, and recreational opportunities. Davis Guest Home is located on over two acres of beautifully landscaped, spacious park-like grounds that provide a relaxed setting for enjoying a country BBQ, outdoor activities or just lounging in the shade. Our second site is located on several acres at 1628 Nadine Avenue two blocks from the main facility. The facility on Nadine has 8 beds and offers a unique home-like atmosphere. In addition, Davis Guest Home has added another 8-bed facility, located on Mauna Loa County, in the Modesto suburb of Ceres. Our newest facility is a 33-bed adult facility located on the corner of Ohio Avenue and Waverly Drive. Davis Guest Home on Ohio has a unique county atmosphere and offers a very quiet and serene setting with an in-ground swimming pool and lots of other outdoor recreational opportunities. A11 of our facilities are situated near public transportation. Altogether, Davis Guest Homes provide services to almost 150 clients from a variety of agencies throughout the state of California.

7. Staff Qualifications and Training

We believe that Davis Guest Home is unique among residential care facilities in Central California with respect to its dedication to providing well-trained, high caliber personnel to serve our residents.

Davis Guest Homes are staff operated facilities. Lonny Davis. Owner/Administrator is involved in the daily operations of the facility. Mr. Davis has been responsible for the administration of Davis Guest Home for over twenty years. His qualifications include Social Science, BA, History, MA, completion of Valley Mountain Regional Center Provider Training Courses, American College of community Care Education Residential Provider Certification. and related training seminars offered by California Association of Residential Care Homes: Stanislaus County: and various other agencies.

All Davis Guest Home staff members are fingerprinted and attend courses in CPR, First Aid, and bimonthly in-service training programs. In-service trainings provide a forum, which allows discussion and interaction among staff concerning residents, IPP's (Individual Program Plans), residents' day programs, and general progress. Motivation techniques such as recognition and praise, cash bonuses, restaurant gift certificates, etc. are used to award staff demonstrating qualities of personal initiative, diligence and concern for clients' welfare, which we are attempting to promote.

8. Designated Psychiatrist

Davis Guest Home residents are provided psychiatric services by local psychiatrists who are contracted with Davis Guest Home. Psychiatrists visit residents on-site regularly and are on call continuously for emergency consultation.

The psychiatrist that Davis Guest Homes contracts with will bill each counties Department of

Mental Health the standard Medi-Cal reimbursement rates for the initial consult/new patient assessment, and the regular/subsequent medication refill appointments.

9. Clients to be Served

Davis Guest Home is unique in that it successfully provides a secure environment for individuals who are placed from a variety of programs reflecting diverse needs and aptitudes. We have been successful in working with individuals who are behaviorally inappropriate in such areas as: non-compliance, defiance, non-assaultive aggressiveness, psychotic ideations, hygiene deficiencies, medication resistance, and substance abuse histories.

Davis Guest Home is licensed for adult population both ambulatory and non-ambulatory.

10. Placement Procedures

A member of our management team personally evaluates potential residents of Davis Guest Home. Davis Guest Home reserves the right to deny placement to any client we feel would not fit into our population or does not meet our placement criteria.

All potential residents will complete an interview process that will entail an examination of records, personal history, medical review, Individual Program Plan, and the pre-placement appraisal form.

11. Emergency Services

Emergency services are provided by "Stanislaus Behavioral Health Center". Placing counties and agencies may also choose to transfer an individual back to the county of origin for in-patient acute care. Davis Guest Home has transportation services available on a case-by-case basis. To check on availability and cost to specific destinations, contact our office.

13. Program Expenses

Each resident is evaluated on an individual basis respecting behavioral and social history, ambulatory status, medical status, special services requested or required, and number of staff hours required to successfully maintaining the resident. A current copy of the “Davis Guest Home Rate Quote Sheet” is enclosed with this informational packet.

14. Terminating Placement

COUNTY will give CONTRACTOR a written two-week notice upon terminating a resident’s placement at CONTRACTOR’S facility. Residents that are moved from CONTRACTOR’S facility without providing a two-week written notice, or before the date indicated on the notice, COUNTY will be responsible for payment of the term indicated in the termination notice.

15. 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.

B. POLICIES REGARDING BED HOLD, CONSERVATORSHIP and LEAVE OF ABSENCES

COUNTY agrees that in the event individuals placed with CONTRACTOR are no longer conserved by COUNTY, CONTRACTOR will be notified as to the change of Conservator status.

COUNTY agrees to continue case management responsibility for any client whose MARIPOSA COUNTY conservatorship terminates while at CONTRACTOR's facility. COUNTY further agrees to work towards avoiding a non-conserved client leaving CONTRACTOR's facility and becoming a Stanislaus permanent resident. All efforts will be made to relocate such a client to MARIPOSA COUNTY for placement.

COUNTY shall pay the daily rate for clients participating in the program when a client is absent for a short time which is defined as not more than (7) days of non-medical leave and not more than (10) days of medical leave upon prior notification by CONTRACTOR.

COUNTY will give CONTRACTOR a written two-week notice upon terminating a resident's placement at CONTRACTOR's facility. Residents that are moved from CONTRACTOR's facility without providing a two-week written notice, or before the date indicated on the notice, COUNTY will be responsible for payment of the term indicated in the termination notice.

CONTRACTOR will hold a resident's bed for a total of ten days for in-patient hospitalizations (Medical and or Psychiatric) per occurrence and seven days per month for overnight passes. Upon written requests, exceptions can be accepted with COUNTY approval. Hospital days and passes require payment to CONTRACTOR within time framed indicated above, extensions may be secured with written notice to CONTRACTOR.

COUNTY shall pay CONTRACTOR with (30) days of receipt of an approved invoice.

Exhibit B
COST PROPOSAL

Fiscal Year 2023-2024 Rate Sheet

Transitional Rate Program/Services:

$ 1,324.82 SSI *
$1,344.82 SSI/SSA*
$160.00 Daily Patch Rate

Board and Care shall be paid from the clients SSI or SSI/SSA benefits. If the client does not yet receive SSI or SSI/SSA benefits, or those benefits have been diminished due to back payments owed to other entities, or do not reflect standard residential care rates, COUNTY will provide payment to cover the delinquent and/or amount owed. *The clients SSI or SSI/SSA monthly residential board and care rate is currently $1,324.82 per month for a client who receives one check and $1344.82 for a client who receives two checks (this monthly amount is subject to annual adjustments by the Federal Government and State of California), which adjustments shall be effective without the need for any amendment to the Agreement. COUNTY will be responsible to cover SSI/SSA benefits within 30 days of being delinquent and continuing until Resident is removed from Davis Guest Home or SSI/SSA benefits are restored.

In special situations Davis Guest Homes may require an adjustment to the daily rate based upon acuity, medical complexity, and behavior problems requiring staff interventions beyond typical staff to client ratios. The rates may vary between $350.00 and $800.00 daily for higher acuity, and $300.00 for private rooms. Behavioral patches may also apply and vary between $225-$300 daily. COUNTY agrees to pay invoices for services provided by Davis Guest Homes within 30 days.

COUNTY agrees that in the event individuals placed with CONTRACTOR are no longer conserved by COUNTY, CONTRACTOR will be notified as to the change of Conservator status.

COUNTY agrees to continue case management responsibility for any client whose COUNTY conservatorship terminates while at CONTRACTOR'S facility. COUNTY further agrees to work towards avoiding a non-conserved client leaving CONTRACTOR'S facility and becoming a Stanislaus permanent resident. All efforts will be made to relocate such a client to COUNTY for placement.

Before placement, all residents of Davis Guest Homes must have in place some form of medical insurance, or provision for medical care and treatments including payment arrangements.

COUNTY shall pay the daily rate for clients participating in the program when a client is absent for a short time which is defined as not more than (7) of non-medical leave and not more than (10) days of medical leave upon prior notification by CONTRACTOR.

COUNTY will give CONTRACTOR a written two-week notice upon terminating a resident's placement at CONTRACTOR's facility. Residents that are moved from CONTRACTORs facility without providing a two-week written notice, or before the date indicated on the notice, COUNTY will be responsible for payment of the term indicated in the termination notice.

CONTRACTOR will hold a resident's bed for a total of ten days for in-patient hospitalizations (Medical and or Psychiatric) per occurrence and seven days per month for overnight passes. Upon written requests, exceptions can be accepted with COUNTY approval. Hospital days and passes require payment to CONTRACTOR within time framed indicated above, extensions may be secured with written notice to CONTRACTOR.

COUNTY shall be responsible to remove a Resident within 30 days upon notification that they have failed placement, or if in the opinion of Davis Guest Home Administration they are no longer appropriate for the level care at Davis Guest Homes. In the event a Resident is not relocated within 30 days (as stipulated in our Admission Agreement), COUNTY will pay an additional $200 per day on day 31 until the Resident is relocated.

COUNTY agrees to adhere to attached protocol regarding returning as LPS conserved Resident from Davis Guest Home to County of origin.

COUNTY agrees to provide Davis Guest Homes names and contact information (including after-hours contact numbers) for Case Managers and or Conservators in the event of emergencies. Emergency contacts must be available to respond to calls within one hour.

CONTRACTOR agrees to adhere to and comply with staff training requirements imposed by Department of Social Services, Community Care Licensing Division, and Stanislaus County. Additional training requirements which are unique and county specific may not be added to contract language.

Davis Guest Homes record retention policy is three (3) years following termination of service to the resident as required by; Community Care Licensing, Title 22, Section 87506:

Augmented services provided by Davis Guest Home such as transportation outside of Stanislaus COUNTY, extraordinary staffing requests, residents requiring special medical attention waivers or treatments and other enhanced services may be negotiated on an individual basis.

COUNTY agrees that if the contract is not in place by June 30st, 2023 and no agreement exists to continue payments while contract is being drafted, COUNTY will remove their clients within 14 days and Davis Guest Homes will be paid in full within 30 days (including the 14 days notification).

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-514

MEETING: September 19, 2023

TO: The Board of Supervisors

FROM: Joe Lynch, Director of Health and Human Services

RE: Approve First Amendment to Agreement with University of California (UC) Davis for Consultative Services Involving the Health and Human Services Agency (HHSA) Staff; and Authorize the Board of Supervisors Chair to Sign the Amendment

---

RECOMMENDATION AND JUSTIFICATION

Approve First Amendment to Agreement with University of California (UC) Davis for consultative services involving the Health and Human Services Agency (HHSA) staff; and Authorize the Board of Supervisors Chair to Sign the Amendment.

To ensure full compliance with the state mandated measures, the Health and Human Services Agency (HHSA) requested approval for an agreement to receive consultative services from UC Davis Continuing and Professional Education. Under the terms of the agreement, specific activities are targeted to facilitate the County Self-Assessment (CSA) and California Outcomes and Accountability Review (Cal-OAR). The amendment requests the term of the agreement to be extended to June 30, 2024.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board of Supervisors approved the current agreement with UC Davis on December 13, 2022 through Resolution No. 2022-684.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Should the Board decide not to approve this amendment, the Agency would have difficulty in obtaining the required resources to meet state-mandated measures while delivering vital services to the county.

FINANCIAL IMPACT

There is no impact on the General Fund.

ATTACHMENTS

1. **UC Davis 2023-EXECUTED**
2. **Mariposa Amendment to UC Davis Agreement**

VOTE RESULT

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

MARIPOSA COUNTY

Health and Human Services · (209) 966-2000

RESOLUTION - ACTION REQUESTED 2022-684

MEETING: December 13, 2022

TO: The Board of Supervisors

FROM: Joe Lynch, Health & Human Services Agency Director

RE: Health and Human Services Agency with UC Davis for Consultative Services

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RECOMMENDATION AND JUSTIFICATION:
Approve an Agreement with the University of California (UC) Davis for consultative services involving the Health and Human Services Agency staff in an amount not to exceed $171,026.00; and Authorize the Board of Supervisors Chair to Sign the Agreement.

To ensure full compliance with the state mandated measures, the Health and Human Services Agency (HHSA) requests approval for an agreement to receive consultative services from UC Davis Continuing and Professional Education. Under the terms of the agreement, specific activities are targeted to facilitate the County Self-Assessment (CSA) and California Outcomes and Accountability Review (Cal-OAR).

CSA exists under the California Child and Family Services Review (CFSR). Modeled after the Federal CFSR, the C-CFSR was designed to improve outcomes for children in the child welfare system while holding county and state agencies accountable for the outcomes achieved. This statewide accountability system includes the completion of a County Self-Assessment (CSA) which includes a peer review, development of a five year System Improvement Plan (SIP), the submission of annual SIP Progress Reports, and quarterly monitoring of SIP strategies and the effects on Child Welfare outcomes.

Cal-OAR is a local, data-driven program management system that facilitates continuous improvement of county CalWORKs programs by collecting, analyzing, and disseminating outcomes and best practices. As required by Welfare and Institutions Code (WIC) 11523, Cal-OAR consists of three core components: performance indicators, a county CalWORKs self-assessment (Cal-CSA), and a CalWORKs system improvement plan (Cal-SIP).

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board has approved an annual contract for the Health and Human Services Agency to participate in this consortium training for more than 20 years. Health and Human Services is satisfied with the services received. The most recent agreement was approved by the Board on June 21, 2022, by Resolution 2022-360.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Should the Board decide not to approve this contract, the Agency would have difficulty

in obtaining the required resources to meet state mandated measures while delivering vital services to the county.

FINANCIAL IMPACT:
This contract has been incorporated in the FY22/23 Health and Human Services Agency budget. There is no impact to the County General Fund.

ATTACHMENTS:
FINAL Contract CSA and CalOar Mariposa-11.16.22 (PDF)

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

UCDAVIS
Continuing and Professional Education

Agreement# Cxxx

Services Agreement
UC Davis Continuing and Professional Education

This Agreement is made this 13th day of December, 2022 , by and between The Regents of the University of California, a California corporation ("University") acting for and on behalf of the Davis campus UC Davis Continuing and Professional Education and County of Mariposa ("Client.")

TERMS AND CONDITIONS

1. Definition Of Service. Services of University's Continuing and Professional Education will be furnished to Client only for the purposes stated in the Exhibit A, attached. Additional work will be performed only if authorized in advance by written amendment to this agreement executed by both parties.

2. Term. The term of this agreement shall be from November 1, 2022 through September 30, 2023.

3. Termination. This agreement shall be subject to termination by either party at any time, upon 30 days written notice to the other party.

4. Contacts & Notice. Any notice, request, or inquiry regarding the provisions of this agreement, its termination, or similar matters shall be directed to the following addresses:

University:
The Regents of the University of California
Office of Research
Sponsored Programs
1850 Research Park Drive, Suite 300
Davis, CA 95618-6153
awards@ucdavis.edu

Client:
Mariposa County
Health and Human Services Agency
5362 Lemee Lane
P.O. Box 99
Mariposa, CA 95338

Questions about the services should be directed to:

University:
Jennifer Lowery
UC Davis Continuing and Professional Education
463 California Avenue
Davis, CA 95616
jndavis@ucdavis.edu

Client:
Mariposa County
Health and Human Services Agency
5362 Lemee Lane
P.O. Box 99
Mariposa, CA 95338
bhundal@mariposacounty.org

5. Alteration, Amendment. No alteration of the terms of this agreement shall be valid or binding upon either party unless made in writing and signed by both parties. This agreement may be amended at any time by mutual agreement of the parties, expressed in writing and signed by both parties.

6. Rates. Charges for services rendered under this agreement shall be in accordance with Exhibit A.

7. Payment Of Charges. Client shall pay for services rendered by University within thirty (30) days following receipt of University's invoices. University shall have the right to terminate this agreement without notice if Client fails to pay charges for services rendered hereunder within sixty (60) days following Client's receipt of University's invoice. Client shall pay University for all services rendered up to the date of termination of this agreement, regardless of the reason for termination.

8. Disclaimer Of Warranty. UNIVERSITY MAKES NO WARRANTY AS TO RESULTS TO BE OBTAINED BY THE CLIENT FROM THE USE OF ANY SERVICES AND/OR FACILITIES PROVIDED BY UNIVERSITY UNDER THIS AGREEMENT, AND THERE ARE NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT OF THIRD PARTY RIGHTS.

9. Non-Liability Of University.
   A. University shall not be liable, by reason of its performance, delay in performance, or nonperformance under this agreement, for any loss of profits or revenues, claims against Client by any third party, or special, incidental, indirect, punitive or consequential damages, even if foreseeable or if University is advised of the possibility of such loss, claims, or damages. Each party agrees to be responsible and assume liability for their own wrongful or negligent acts or omissions, as well as those of its officers, employees or agents to the full extent required by law.
   B. University shall incur no liability to Client or to any third party for loss or destruction of or damage to any data, equipment, or other property brought upon University premises by Client or delivered to University by Client in connection with this agreement. Client accepts all liability for risk of loss to any and all such property.

10. Indemnification And Insurance Of Client. Each party agrees to indemnify and hold harmless the other party, its officers, employees and agents, from and against any and all liability, loss, expense, attorneys' fees or claims for injury or damages arising out of or in connection with this agreement, but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, agents or employees.

11. Confidentiality Of Information. University shall use its best efforts, consistent with its established policies and procedures, to protect the confidentiality of any information furnished to it by Client in connection with this agreement and designated by Client, in writing, as confidential. Client agrees to reimburse University in full for any costs it may incur in order to protect information, in accordance with Client's request, by means not normally employed by the University for that purpose; Client

understands and agrees, however, that University shall have no obligation to comply with any such request of Client.

12. University Name. No form of University's name shall be used in any form or manner in advertisements, reports or other information released to the public without the prior written approval of University.

13. Relationship Of The Parties. The parties to this agreement shall be and remain at all times independent contractors, neither being the employee, agent, representative, or sponsor of the other in their relationship under this agreement.

14. Time Limit For Action. No action, regardless of form, arising from transactions under this agreement may be brought by either party more than one year after the cause of action has accrued.

15. Severability of Terms. In the event of any conflict between any provisions of this agreement and any applicable law, rule or regulation, this agreement shall be modified only to the extent necessary to eliminate the conflict and the rest of the agreement shall remain unchanged and in full force and effect.

16. Governing Law. This agreement shall be construed and enforced in accordance with the laws of the State of California; parties agree to resort solely to the courts of the State of California for any relief under this agreement.

17. Whole Agreement. This agreement constitutes the entire understanding of the parties respecting the subject matter hereof and supersedes any prior understanding or agreement between them, written or oral, regarding the same subject matter.

In witness whereof, the parties have executed this agreement on the day and year first written above.

THE REGENTS OF THE
UNIVERSITY OF CALIFORNIA

By: Grace Liu
ZorroSign

Name: Grace I. Liu, J.D.
Associate Director
Sponsored Programs

Date: 02/08/2023

FEIN: 94-6036494

CLIENT

By: Rosemarie Smallcombe
ZorroSign

Name: Rosemarie Smallcombe
Chair, Mariposa County Board of Supervisors

Date: 12/16/2022

Approved as to Legal Form:

Steven W. Dahlem
ZorroSign

Steven W. Dahlem, County Counsel

Exhibit A
Work Description

1. University will provide the following:

County Self-Assessment & Peer Review (Child Welfare/Probation)

a. Provide technical assistance in preparation for and facilitation of the 3-day County Peer Review.
    1. Develop schedule for all virtual peer review events (planning meetings, peer review, etc.)
    2. Facilitate weekly planning meetings
    3. Prepare peer recruitment materials
    4. Prepare case materials for review
    5. If virtual, create website for virtual peer review
    6. Develop and facilitate peer and interviewee consultation
    7. Facilitate peer review

b. Provide support and facilitation for a 2-day County Self -Assessment Community Stakeholder meeting and focus groups on the Zoom platform.
    1. Develop schedule
    2. Prepare stakeholder recruitment materials
    3. Draft list of discussion questions
    4. Prepare Welcome PowerPoint
    5. Facilitate virtual meetings

c. Provide support and facilitation for a 1-day SIP Meeting on the Zoom platform.
    1. Develop schedule
    2. Facilitate virtual meeting

d. Review and compile data from peer interviews and focus groups and submit to County.

e. Research and provide county demographic information.

f. Provide technical assistance and support for the development of the CSA report.
    1. Create structure for writing the CSA report (timeline of sections with to-do lists)
    2. Assist in writing the initial draft and final draft CSA report based on information obtained from County staff
    3. Provide two rounds of edits and revisions, focusing on inclusion of all CSA required sections and incorporating feedback from planning committee and leadership

g. Provide technical assistance and support for the development of the SIP report.
    1. Create structure for writing the SIP report (timeline of sections with to-do lists
    2. Assist in writing the initial draft and final draft SIP report based on information obtained from County staff

3. Provide two rounds of edits and revisions, focusing on inclusion of all required sections and incorporating feedback from planning committee and leadership

Cal-OAR

STAKEHOLDER MEETING & FOCUS GROUPS

a. Provide support and facilitation for a 3-day County Self -Assessment Community Stakeholder meeting and focus groups
    1. Develop schedule
    2. Prepare stakeholder and focus group recruitment materials
    3. Draft list of discussion questions
    4. Prepare Welcome PowerPoint
    5. Reserve a facility and coordinate catering
    6. Facilitate in person meetings

b. Review and compile data from the Stakeholder Meeting and focus groups and submit to County
    1. Research and compile county demographics and performance outcomes
    2. Describe the stakeholder engagement process
    3. Summarize findings from the Stakeholder Meeting and focus groups

CSA REPORT

a. Provide technical assistance and support for the development of the CSA report
    1. Create structure for writing the CSA report (timeline of sections with to-do lists)
    2. Research and provide county demographic information
    3. Analyze county outcome data
    4. Assist in writing the initial draft and final draft CSA report based on information obtained from County staff
    5. Provide two rounds of edits and revisions, focusing on inclusion of all CSA required sections and incorporating feedback from planning committee and leadership

POST- CSA PEER REVIEW

a. Provide technical assistance in preparation for and facilitation of a 3-day Post-CSA Peer Review.
    1. Develop schedule for all peer review events (planning meetings, trainings, peer review, etc.)
    2. Facilitate planning meetings
    3. Prepare peer recruitment materials
    4. Prepare report materials for review

5. Coordinate peer travel and lodging
6. Reserve a facility and coordinate catering
7. Facilitate 3-day peer review

b. Review and compile data from peer interviews and submit to County

SIP REPORT

a. Provide technical assistance and support for the development of the SIP report.
    1. Create structure for writing the SIP report (timeline of sections with to-do lists
    2. Assist the county in developing SMART goals
    3. Conduct literature review to identify promising strategies and empirical support for the objectives/outcomes the county selects
    4. Assist in writing the initial draft and final draft SIP report based on information obtained from County staff
    5. Provide two rounds of edits and revisions, focusing on inclusion of all required sections and incorporating feedback from planning committee and leadership

Client will provide the following:

a. Client shall participate in conference calls with state consultants and University experts

b. Client shall identify and make designated staff available to participate in the process prior to the event and during the event.

c. Client will coordinate all related logistical requirements through University.

d. Client will gather information and provide analysis for all required sections of the CSA report and SIP report, review required report sections and provide input and data as needed, review and revise drafts of reports that are submitted to CDSS

e. Client will cooperate with University's subject matter experts.

Exhibit B
Cost Estimate

The total amount of the agreement is not to exceed $171,026.00.

Total Cost for CW/Probation	$80,085.00
Total cost for CalOAR	$ 90,941.00
Total cost under this Service Agreement	**$171,026.00**

AMENDMENT NO. 1

to

AGREEMENT NUMBER C000114372

between

Mariposa County

and

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, DAVIS

This Research Agreement Number C000114372 entered into November 1, 2022 by and between Mariposa County (Sponsor) and **The Regents of the University of California, Davis** (University) is hereby amended as set forth below.

The specific modifications to the Research Agreement follow:

Section 2 Terms and Conditions. The original section is deleted in its entirety and replaced with:

The term of this agreement shall be from November 1, 2022 through June 30, 2024.

Mariposa County ("Sponsor")

By: _____
Miles Menetrey, Chair
Board of Supervisors

Date: _____

The Regents of The University of California, Davis (“University”)

By: _____
Grace I. Liu, Associate Director

Date: _____

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-515

MEETING: September 19, 2023

TO: The Board of Supervisors

FROM: Joe Lynch, Director of Health and Human Services

RE: Approve Second Amendment to Agreement with Infant/Child Enrichment Services increasing the Amount by $25,000 to A New Amount Not to Exceed $130,000; and Authorize the Board of Supervisors Chair to Sign the Amendment

---

RECOMMENDATION AND JUSTIFICATION

Approve Second Amendment to Agreement with Infant/Child Enrichment Services increasing the Amount by $25,000 to A New Amount Not to Exceed $130,000; and Authorize the Board of Supervisors Chair to Sign the Amendment.

Health and Human Services Agency (HHSA) contracts with ICES for child care services for parents participating in the Welfare to Work program. The Department contracts with ICES for Stage One Child Care Services for CalWORKs/Temporary Assistance to Needy Families (TANF) recipients who are participating in an approved employment activity such as, but not limited to: employment, job search, and attending training or school. Stage One child care begins upon entry of a person into the CalWORKs assistance program, while Stage Two may begin when the County determines stability, or when a recipient is transitioning off aid. Stage Two child care is usually paid by ICES out of separate funding they receive.

During the term of the agreement, service demands have exceeded the anticipated levels and resulted in this requested resolution for an increase in the agreement amount.

BACKGROUND AND HISTORY OF BOARD ACTIONS

Board of Supervisors approved the agreement with ICES on May 24, 2022 through Resolution No. 2022-314.

Board of Supervisors approved the First Amendment to Agreement on July 18, 2023 through Resolution No. 2023-381.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

In order to comply with Division 9 of the Welfare and Institutions Code, the HHSA Welfare to Work program must provide for paid child care to recipients participating in employment activities. Without the services of this contractor, the Agency would be challenged to provide child care services efficiently.

FINANCIAL IMPACT

There is no financial impact to the County's General Fund.

ATTACHMENTS

1. **Infant Child Enrichment Services 2023 - Res. 2022-314 - EXECUTED**
2. **Infant Child Enrichment 2023 (A01) - Res. 2023-381-EXECUTED**
3. **Second Amendment - ICES Agreement 2023**

VOTE RESULT

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

MARIPOSA COUNTY

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

RESOLUTION - ACTION REQUESTED 2022-314

MEETING: May 24, 2022

TO: The Board of Supervisors

FROM: Joe Lynch, Health & Human Services Agency Director

RE: Infant/Child Enrichment Services, Inc. (ICES) 2022/23 Child Care Agreement

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RECOMMENDATION AND JUSTIFICATION:
Approve an agreement with Infant/Child Enrichment Services (ICES) to provide child care services in an amount not to exceed $85,000; and authorize the Board of Supervisors Chair to sign the agreement.

Health and Human Services Agency (HHSA) contracts with ICES for child care services for parents participating in the Welfare to Work program. The Department contracts with ICES for Stage One Child Care Services for CalWORKs/Temporary Assistance to Needy Families (TANF) recipients who are participating in an approved employment activity such as, but not limited to: employment, job search, and attending training or school. Stage One child care begins upon entry of a person into the CalWORKs assistance program, while Stage Two may begin when the County determines stability, or when a recipient is transitioning off aid. Stage Two child care is usually paid by ICES out of separate funding they receive.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board entered into an agreement with ICES in 1998 (Resolution 98-281) and has continued to renew this contract for services annually since that time.

The existing agreement was approved by the Board on April 13, 2021 through Resolution 2021-185.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
In order to comply with Division 9 of the Welfare and Institutions Code, the HHSA Welfare to Work program must provide for paid child care to recipients participating in employment activities. Without the services of this contractor, the Agency would be challenged to provide child care services efficiently.

FINANCIAL IMPACT:
This contract is budgeted in the FY2022-2023 budget for Human Services division with Health and Human Services Agency. There is no financial impact to the County's General Fund.

ATTACHMENTS:

ICES Agreement 2023v2 - April 11 2022 (PDF)

RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Marshall Long, District III Supervisor
SECONDER: Tom Sweeney, District II Supervisor
AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

AGREEMENT FOR CHILD CARE SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this 22nd day of June, 20 22, by and between the County of Mariposa, a political subdivision of the State of California, ("County"), and Infant/Child Enrichment Services, 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 child care 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 $85,000 as set forth in Exhibit B, "Cost Proposal," which is attached hereto and incorporated herein by reference. County shall pay Contractor within thirty (30) 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:
Infant/Child Enrichment Services, Inc.
20993 Niagara River DR
Sonora, CA 95370

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

755B095D709
Rosemarie Smallcombe
ZorroSign

Rosemarie Smallcombe, Chair
Board of Supervisors

CONTRACTOR

755B095D71D
ZorroSign

Chris Mackenzie, Executive Director
Infant/Child Enrichment Services, Inc.

COUNTERSIGNED:
(Government Code §25103)

755B095D713
Danielle Ward
ZorroSign

Keith Williams
Interim Clerk of the Board

APPROVED AS TO FORM:

755B095D6F5
Steven W. Dahlem
ZorroSign

Steven W. Dahlem
County Counsel

Exhibit A
SCOPE OF WORK

Infant/Child Enrichment Services (ICES) will be responsible for the following duties:

Provide child care information, education and training to Social Services Welfare to Work staff to ensure continuity of information and services to clients, as well as collaboration to support family success.

Devise and implement a mechanism that provides swift communication between Social Services staff and ICES staff that results in the best service for the client.

Provide orientations to parents (in group settings or in one-on-one) that include education on child care choices and assessing their child care needs, including all types of appropriate child care. Every effort will be made to have orientation in the language of the participant and will be adapted to meet any special learning needs of the participant.

Work with Social Services staff to develop forms that ensure family eligibility (i.e. income verification, need for care)

Meet with parent to develop family file, determine family needs, make referrals to child care, discuss parenting and/or child development concerns, as well as program participation requirements.

Contact child care provider to orient to program requirements and complete the child care agreement.

Provide on-going support and assistance to the parent and child care provider.

Work closely with the ICES Resource & Referral staff to implement Trustline procedure for license-exempt providers.

Maintain a waiting list for each Stage as well as other child care funding.

Transition parents between Stages I, II & III and other subsidized child care programs based on stability of their situation and funding, with the intent that families experience no break in their child care services due to a transition between Stages.

Receive all required documentation such as attendance and claim sheets, and institute payment process: tallying, verifying and authorizing warrant issuance to ICES fiscal department.

Pay child care provider within 15 days from receipt of claim for prior month service providing that paperwork is received in a timely and accurate manner.

Submit child care payment projection worksheets to the Health and Human Services Agency (HHSA) upon request.

Submit billing statements to HHSA by the 30th of each month for reimbursement of program costs.

Advise HHSA of any apparent improper or fraudulent use of CalWORKs funds which may come to ICES attention.

Advise HHSA regarding ICES holidays and days office will be closed.

Complete and file all required CDE (California Department of Education) reports and provide a copy to HHSA. Submit information for DSS reports regarding Stage I funds expended to HHSA by the 10th of the following month.

Health and Human Services Agency will be responsible for the following duties:

Send referral to ICES staff to document the need for child care for applicable clients. The referral will include names and ages of children needing child care and the days and hours of child care to be subsidized.

Notify the ICES subsidy staff of changes that would affect a particular clients need for child care utilizing a mutually agreed upon form.

Provide ICES with an advancement of child care payments and administrative and support costs.

Reimburse ICES for services provided and billed under this agreement on a monthly basis by the 20th of the month.

Exhibit B
COST PROPOSAL

COUNTY shall pay CONTRACTOR a maximum amount of Eighty Five Thousand Dollars ($85,000) for Stage One child care services, as established by AB 1542, provided to CalWORKs participants. This AGREEMENT is for child care paid in the months July 2022 through June 2023. Claims and reports are based on the "Cash Method" of accounting.

COUNTY will refer all CalWORKs participants needing child care in order to work or participate in approved training or work activities to CONTRACTOR. COUNTY will notify CONTRACTOR when client is no longer eligible for Stage One child care services.

CONTRACTOR will pay child care provider for Stage One services and transition to Stage Two, Stage Three or other programs when appropriate. The cost of child care reimbursement to providers must be within the regional market rate (RMR) (Education Code [EC] Section 8357) and may not exceed the fee charged to private clients for the same service (EC Section 8357[b]).

Compensation shall be based on Stage One child care funds expended by CONTRACTOR and shall include a 25% administrative fee to cover CONTRACTOR's administrative and child care program support costs. The administrative fee shall be calculated by multiplying the child care payments expended in the month by .25 to arrive at the administrative fee. The monthly claim will show both amounts.

COUNTY further agrees to provide CONTRACTOR with an advance payment of $15,000. Advance will be claimed by CONTRACTOR at an amount of $3,000 or more per month beginning with the February 2023 claim. Advance is expected to be paid back to COUNTY no later than June 30th .

CONTRACTOR can make payments in July to the child care providers for June (or earlier) services. CONTRACTOR will submit statements and claims to the Human Services Department by the 30th of each month indicating child care paid, administrative costs, and child care support costs. If the COUNTY owes CONTRACTOR for amount(s) outstanding, COUNTY will pay CONTRACTOR within 25 days. If CONTRACTOR owes COUNTY for amount(s) outstanding at end of Agreement period, CONTRACTOR will pay COUNTY within 25 days.

CONTRACTOR shall submit to COUNTY a year-end report of services rendered within 30 days after end of Agreement.

Expenditures incurred under this Agreement shall be included under CONTRACTOR's comprehensive annual audit.

CONTRACTOR shall maintain basic statutory Worker's Compensation and Unemployment Insurance for all employees working with the Scope of Work of this Agreement.

VENDOR ASSURANCE OF COMPLIANCE WITH
THE MARIPOSA COUNTY
WELFARE DEPARTMENT

NONDISCRIMINATION IN STATE AND FEDERALLY ASSISTED PROGRAMS

NAME OF VENDOR/RECIPIENT: Infant/Child Enrichment Services, Inc,

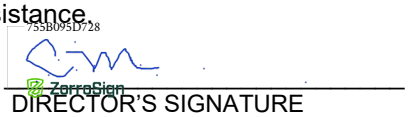
HEREBY AGRESS THAT it will comply with Title VI and VII of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973 as amended; the Age discrimination Act of 1975 as amended; the Food Stamp Act of 1977, as amended and in particular section 272.6; Title II of the Americans 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 ©, (h) (1), (i), and (j); California Government Code section 4450; Title 22, California Code of Regulations section 98000-98413; (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 Regulation (CFR) Parts 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 programs are nondiscriminatory, to the effect that no person shall because of ethnic group identification, age, sex, 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 given in consideration of and for the purpose of obtaining any and all federal and state assistance; and THE VENDOR/RECIPIENT HEREBY GIVES ASSURANCE THAT administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21, will be prohibited.

BY ACCEPTING THIS ASSURANCE, the vendor/recipient agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized CDSS and/or federal government personnel, during normal work hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code section 10605, or Government Code section 11135-11139.5, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

THIS ASSURANCE is binding on the vendor/recipient directly or through contract, license, or other provider services, as long as it receives federal or state assistance.

07/11/2022
DATE



DIRECTOR'S SIGNATURE

20993 Niagara River Drive Sonora, CA 95370
Address of vendor/recipient

CR50-Vendor Assurance of Compliance

SWD

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MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-381

MEETING: July 18, 2023

TO: The Board of Supervisors

FROM: Joe Lynch, Director of Health and Human Services

RE: Approve First Amendment to Agreement with Infant/Child Enrichment Services increasing the Amount by $20,000 to A New Amount Not to Exceed $105,000; and Authorize the Board of Supervisors Chair to Sign the Agreement

---

RECOMMENDATION AND JUSTIFICATION

Approve First Amendment to Agreement with Infant/Child Enrichment Services increasing the Amount by $20,000 to A New Amount Not to Exceed $105,000; and Authorize the Board of Supervisors Chair to Sign the Agreement

Health and Human Services Agency (HHSA) contracts with ICES for child care services for parents participating in the Welfare to Work program. The Department contracts with ICES for Stage One Child Care Services for CalWORKs/Temporary Assistance to Needy Families (TANF) recipients who are participating in an approved employment activity such as, but not limited to: employment, job search, and attending training or school. Stage One child care begins upon entry of a person into the CalWORKs assistance program, while Stage Two may begin when the County determines stability, or when a recipient is transitioning off aid. Stage Two child care is usually paid by ICES out of separate funding they receive.

During the term of the agreement, service demands have exceeded the anticipated levels and resulted in this requested resolution for an increase in the agreement amount.

BACKGROUND AND HISTORY OF BOARD ACTIONS

Board of Supervisors approved the agreement with ICES on May 24, 2022 through Resolution No. 2022-314.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

In order to comply with Division 9 of the Welfare and Institutions Code, the HHSA Welfare to Work program must provide for paid child care to recipients participating in employment activities. Without the services of this contractor, the Agency would be challenged to provide child care services efficiently.

FINANCIAL IMPACT

DS
CM

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There is no financial impact to the County's General Fund.

ATTACHMENTS

1. First Amendment - ICES Agreement 2023
2. Infant Child Enrichment Services 2023 - Res. 2022-314 - EXECUTED

VOTE RESULT

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

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FIRST AMENDMENT TO AGREEMENT FOR CHILD CARE SERVICES

THIS FIRST AMENDMENT TO AGREEMENT FOR CHILD CARE SERVICES, is made and entered into this 18th 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 Infant/ Child Enrichment Services, Inc., hereinafter referred to as "Contractor."

WHEREAS, County and Contractor have heretofore entered into an Agreement dated June 22, 2022, wherein Contractor agreed to provide child care 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 $20,000 will be added to the original amount of $85,000, making the total compensation paid to Contractor the not to exceed amount of $105,000.

Except as herein amended, the Agreement dated June 22, 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.

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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
B43EC70C19BE446...

Miles Menetrey, Chair
Board of Supervisors

CONTRACTOR

DocuSigned by:
Chris Mackenzie
373F59BC3F5F4B6...

Chris Mackenzie, Executive Director
Infant/Child Enrichment Services, Inc.

COUNTERSIGNED:
(Government Code §25103)

DocuSigned by:
Danielle Bondshu
7CA008A502E44EB...

Danielle Bondshu
Clerk of the Board

APPROVED AS TO FORM:

DocuSigned by:
Steve Dahlem
F6A416F06B394BF...

Steven W. Dahlem
County Counsel

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MARIPOSA COUNTY

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

RESOLUTION - ACTION REQUESTED 2022-314

MEETING: May 24, 2022

TO: The Board of Supervisors

FROM: Joe Lynch, Health & Human Services Agency Director

RE: Infant/Child Enrichment Services, Inc. (ICES) 2022/23 Child Care Agreement

---

RECOMMENDATION AND JUSTIFICATION:
Approve an agreement with Infant/Child Enrichment Services (ICES) to provide child care services in an amount not to exceed $85,000; and authorize the Board of Supervisors Chair to sign the agreement.

Health and Human Services Agency (HHSA) contracts with ICES for child care services for parents participating in the Welfare to Work program. The Department contracts with ICES for Stage One Child Care Services for CalWORKs/Temporary Assistance to Needy Families (TANF) recipients who are participating in an approved employment activity such as, but not limited to: employment, job search, and attending training or school. Stage One child care begins upon entry of a person into the CalWORKs assistance program, while Stage Two may begin when the County determines stability, or when a recipient is transitioning off aid. Stage Two child care is usually paid by ICES out of separate funding they receive.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board entered into an agreement with ICES in 1998 (Resolution 98-281) and has continued to renew this contract for services annually since that time.

The existing agreement was approved by the Board on April 13, 2021 through Resolution 2021-185.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
In order to comply with Division 9 of the Welfare and Institutions Code, the HHSA Welfare to Work program must provide for paid child care to recipients participating in employment activities. Without the services of this contractor, the Agency would be challenged to provide child care services efficiently.

FINANCIAL IMPACT:
This contract is budgeted in the FY2022-2023 budget for Human Services division with Health and Human Services Agency. There is no financial impact to the County's General Fund.

ATTACHMENTS:

REF ID# 12886

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ICES Agreement 2023v2 - April 11 2022 (PDF)

RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Marshall Long, District III Supervisor
SECONDER: Tom Sweeney, District II Supervisor
AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

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AGREEMENT FOR CHILD CARE SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this 22nd day of June, 20 22, by and between the County of Mariposa, a political subdivision of the State of California, ("County"), and Infant/Child Enrichment Services, 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 child care 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 $85,000 as set forth in Exhibit B, "Cost Proposal," which is attached hereto and incorporated herein by reference. County shall pay Contractor within thirty (30) 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.

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(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.

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(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.

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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:
Infant/Child Enrichment Services, Inc.
20993 Niagara River DR
Sonora, CA 95370

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

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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.

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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

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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

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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

755B095D709
Rosemarie Smallcombe
ZorroSign

Rosemarie Smallcombe, Chair
Board of Supervisors

CONTRACTOR

755B095D71D
ZorroSign

Chris Mackenzie, Executive Director
Infant/Child Enrichment Services, Inc.

COUNTERSIGNED:
(Government Code §25103)

755B095D713
ZorroSign

Keith Williams
Interim Clerk of the Board

APPROVED AS TO FORM:

755B095D6F5
Steven W. Dahlem
ZorroSign

Steven W. Dahlem
County Counsel

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Exhibit A
SCOPE OF WORK

Infant/Child Enrichment Services (ICES) will be responsible for the following duties:

Provide child care information, education and training to Social Services Welfare to Work staff to ensure continuity of information and services to clients, as well as collaboration to support family success.

Devise and implement a mechanism that provides swift communication between Social Services staff and ICES staff that results in the best service for the client.

Provide orientations to parents (in group settings or in one-on-one) that include education on child care choices and assessing their child care needs, including all types of appropriate child care. Every effort will be made to have orientation in the language of the participant and will be adapted to meet any special learning needs of the participant.

Work with Social Services staff to develop forms that ensure family eligibility (i.e. income verification, need for care)

Meet with parent to develop family file, determine family needs, make referrals to child care, discuss parenting and/or child development concerns, as well as program participation requirements.

Contact child care provider to orient to program requirements and complete the child care agreement.

Provide on-going support and assistance to the parent and child care provider.

Work closely with the ICES Resource & Referral staff to implement Trustline procedure for license-exempt providers.

Maintain a waiting list for each Stage as well as other child care funding.

Transition parents between Stages I, II & III and other subsidized child care programs based on stability of their situation and funding, with the intent that families experience no break in their child care services due to a transition between Stages.

Receive all required documentation such as attendance and claim sheets, and institute payment process: tallying, verifying and authorizing warrant issuance to ICES fiscal department.

Pay child care provider within 15 days from receipt of claim for prior month service providing that paperwork is received in a timely and accurate manner.

Submit child care payment projection worksheets to the Health and Human Services Agency (HHSA) upon request.

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Submit billing statements to HHSA by the 30th of each month for reimbursement of program costs.

Advise HHSA of any apparent improper or fraudulent use of CalWORKs funds which may come to ICES attention.

Advise HHSA regarding ICES holidays and days office will be closed.

Complete and file all required CDE (California Department of Education) reports and provide a copy to HHSA. Submit information for DSS reports regarding Stage I funds expended to HHSA by the 10th of the following month.

Health and Human Services Agency will be responsible for the following duties:

Send referral to ICES staff to document the need for child care for applicable clients. The referral will include names and ages of children needing child care and the days and hours of child care to be subsidized.

Notify the ICES subsidy staff of changes that would affect a particular clients need for child care utilizing a mutually agreed upon form.

Provide ICES with an advancement of child care payments and administrative and support costs.

Reimburse ICES for services provided and billed under this agreement on a monthly basis by the 20th of the month.

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Exhibit B
COST PROPOSAL

COUNTY shall pay CONTRACTOR a maximum amount of Eighty Five Thousand Dollars ($85,000) for Stage One child care services, as established by AB 1542, provided to CalWORKs participants. This AGREEMENT is for child care paid in the months July 2022 through June 2023. Claims and reports are based on the "Cash Method" of accounting.

COUNTY will refer all CalWORKs participants needing child care in order to work or participate in approved training or work activities to CONTRACTOR. COUNTY will notify CONTRACTOR when client is no longer eligible for Stage One child care services.

CONTRACTOR will pay child care provider for Stage One services and transition to Stage Two, Stage Three or other programs when appropriate. The cost of child care reimbursement to providers must be within the regional market rate (RMR) (Education Code [EC] Section 8357) and may not exceed the fee charged to private clients for the same service (EC Section 8357[b]).

Compensation shall be based on Stage One child care funds expended by CONTRACTOR and shall include a 25% administrative fee to cover CONTRACTOR's administrative and child care program support costs. The administrative fee shall be calculated by multiplying the child care payments expended in the month by .25 to arrive at the administrative fee. The monthly claim will show both amounts.

COUNTY further agrees to provide CONTRACTOR with an advance payment of $15,000. Advance will be claimed by CONTRACTOR at an amount of $3,000 or more per month beginning with the February 2023 claim. Advance is expected to be paid back to COUNTY no later than June 30th .

CONTRACTOR can make payments in July to the child care providers for June (or earlier) services. CONTRACTOR will submit statements and claims to the Human Services Department by the 30th of each month indicating child care paid, administrative costs, and child care support costs. If the COUNTY owes CONTRACTOR for amount(s) outstanding, COUNTY will pay CONTRACTOR within 25 days. If CONTRACTOR owes COUNTY for amount(s) outstanding at end of Agreement period, CONTRACTOR will pay COUNTY within 25 days.

CONTRACTOR shall submit to COUNTY a year-end report of services rendered within 30 days after end of Agreement.

Expenditures incurred under this Agreement shall be included under CONTRACTOR's comprehensive annual audit.

CONTRACTOR shall maintain basic statutory Worker's Compensation and Unemployment Insurance for all employees working with the Scope of Work of this Agreement.

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VENDOR ASSURANCE OF COMPLIANCE WITH THE MARIPOSA COUNTY WELFARE DEPARTMENT

NONDISCRIMINATION IN STATE AND FEDERALLY ASSISTED PROGRAMS

NAME OF VENDOR/RECIPIENT: Infant/Child Enrichment Services, Inc,

HEREBY AGRESS 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 ©, (h) (1), (i), and (j); California Government Code section 4450; Title 22, California Code of Regulations section 98000-98413; (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 Regulation (CFR) Parts 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 programs are nondiscriminatory, to the effect that no person shall because of ethnic group identification, age, sex, 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 given in consideration of and for the purpose of obtaining any and all federal and state assistance; and THE VENDOR/RECIPIENT HEREBY GIVES ASSURANCE THAT administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21, will be prohibited.

BY ACCEPTING THIS ASSURANCE, the vendor/recipient agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized CDSS and/or federal government personnel, during normal work hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code section 10605, or Government Code section 11135-11139.5, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

THIS ASSURANCE is binding on the vendor/recipient directly or through contract, license, or other provider services, as long as it receives federal or state assistance.

07/11/2022
DATE

755B095D728
ZerroSign
DIRECTOR'S SIGNATURE

20993 Niagara River Drive Sonora, CA 95370
Address of vendor/recipient

CR50-Vendor Assurance of Compliance

SWD

DocuSign

Certificate Of Completion

Envelope Id: 7897CE5461BA41E8989AB8544D6D1373
Status: Delivered
Subject: Complete with DocuSign: 23-381 - Infant Child Enrichment Services 2023.pdf
Source Envelope:
Document Pages: 18
Signatures: 4
Certificate Pages: 5
Initials: 1
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Envelope Originator:
Mariposa Clerk of the Board
5100 Bullion St FL 2
Mariposa, CA 95338
Clerk-bos@mariposacounty.org
IP Address: 64.118.100.36

Record Tracking

Status: Original
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Location: DocuSign

Signer Events	Signature	Timestamp
Steve Dahlem sdahlem@mariposacounty.org Security Level: Email, Account Authentication (None)	DocuSigned by: Steve Dahlem F6A416F06B394BF... Signature Adoption: Pre-selected Style Using IP Address: 64.118.100.36	Sent: 7/18/2023 2:54:00 PM Viewed: 7/18/2023 3:00:50 PM Signed: 7/18/2023 3:00:59 PM
Electronic Record and Signature Disclosure: Accepted: 12/28/2022 3:42:40 PM ID: 168bcdc6-bde7-4f01-885a-c1872fec5bc7		
Miles S Menetrey mmenetrey@mariposacounty.org Mariposa County Board Chair County of Mariposa Security Level: Email, Account Authentication (None)	DocuSigned by: Miles S Menetrey B43EC70C19BE446... Signature Adoption: Pre-selected Style Using IP Address: 64.118.100.36	Sent: 7/18/2023 3:01:01 PM Viewed: 7/18/2023 3:17:48 PM Signed: 7/18/2023 3:18:14 PM
Electronic Record and Signature Disclosure: Accepted: 2/16/2023 5:48:07 PM ID: 190c885b-38bf-47d2-91f4-909adbc5aa30		
Danielle Bondshu dbondshu@mariposacounty.org Security Level: Email, Account Authentication (None)	DocuSigned by: Danielle Bondshu 7CA008A502E44EB... Signature Adoption: Pre-selected Style Using IP Address: 64.118.100.36	Sent: 7/18/2023 3:18:16 PM Viewed: 7/19/2023 8:45:21 AM Signed: 7/19/2023 8:45:26 AM
Electronic Record and Signature Disclosure: Accepted: 1/4/2023 2:37:06 PM ID: 5252ab10-8bee-4985-bdc8-3daabc1d1971		
Chris Mackenzie chrism@icesagency.org Security Level: Email, Account Authentication (None)	DocuSigned by: Chris Mackenzie 273F59BCBCF84B6... Signature Adoption: Pre-selected Style Using IP Address: 50.192.219.9	Sent: 7/19/2023 8:45:27 AM Viewed: 7/19/2023 9:20:31 AM Signed: 7/19/2023 9:20:40 AM
Electronic Record and Signature Disclosure:		

Signer Events	Signature	Timestamp
Accepted: 7/19/2023 9:20:31 AM ID: 80890de2-7e5f-4cf7-a51c-125369e8284e		
Contracts HHSA contractshhsa@mariposacounty.org Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign		Sent: 7/19/2023 9:20:42 AM Viewed: 7/19/2023 9:25:58 AM

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	7/18/2023 2:54:00 PM
Certified Delivered	Security Checked	7/19/2023 9:25:58 AM

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 CHILD CARE SERVICES

THIS SECOND AMENDMENT TO AGREEMENT FOR CHILD CARE 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 Infant/Child Enrichment Services, Inc. hereinafter referred to as "Contractor."

WHEREAS, County and Contractor have heretofore entered into an Agreement dated June 22, 2022, wherein Contractor agreed to provide child care services; and

WHEREAS, County and Contractor have heretofore entered into Frist Amendment dated July 18 2023, wherein Contractor agreed to increase compensation to a new amount not to exceed $105,000; 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," is hereby amended to provide that an additional $25,000 will be added to the amended amount of $105,000, making the total compensation paid to Contractor the not-to-exceed amount of $130,000.

Except as herein amended, the Agreement dated June 22, 2022 and First Amendment dated July 18, 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	Chris Mackenzie, Executive Director Infant/Child Enrichment Services, Inc.
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 2023-516

MEETING: September 19, 2023

TO: The Board of Supervisors

FROM: Joe Lynch, Director of Health and Human Services

RE: Accept Grant Award from the Department of Health Care Services (DHCS) in the Amount of $782,164; Authorize the Board of Supervisors Chair to Sign the Grant Agreement; and Approve Budget Action Increasing Revenue and Appropriations in the New Fund 3456-402 Budget to Implement the Grant Agreement with DHCS ($782,164) (4/5ths Vote Required)

RECOMMENDATION AND JUSTIFICATION

Accept Grant Award from the Department of Health Care Services (DHCS) in the Amount of $782,164; Authorize the Board of Supervisors Chair to Sign the Grant Agreement (Subject to Approval as to Legal Form by County Counsel); and Approve Budget Action Increasing Revenue and Appropriations in the New Fund 3456-402 Budget to Implement the Grant Agreement with DHCS ($782,164) (4/5ths Vote Required)

The Health & Human Services Agency wishes to accept an award for new Providing Access and Transferring Health (PATH) capacity building funds to support the Justice Involved Reentry Initiative Round 3.

The PATH Justice-Involved Reentry Initiative Capacity Building Program will provide funding to support the planning and implementation of the provision of targeted pre-release Medi-Cal services to individuals in state prisons, county jails, and youth correctional facilities who meet the eligibility criteria. This funding will also support County Behavioral Health Agencies to implement Behavioral Health Links as required by AB 133. PATH funds will be available to support investments in personnel, capacity, and/or IT systems that are needed for collaborative planning and implementation in order to effectuate pre-release service processes. These PATH capacity building funds are available to qualified entities and will be distributed based on meeting certain performance milestones.

On January 26, 2023, the Department of Health Care Services (DHCS) received federal approval under its California Advancing and Innovating Medi-Cal (CalAIM) 1115 Demonstration for Providing Access and Transferring Health (PATH) capacity building funds to support the Justice Involved Reentry Initiative. Under the CalAIM 1115 Demonstration, DHCS received approval to disseminate up to $410 million in capacity building funds to support the planning and implementation of pre-release and reentry services in the 90 days prior to an individual's release into the community. The allocation available for Mariposa County is $782,164.

BACKGROUND AND HISTORY OF BOARD ACTIONS

This is a new grant opportunity for PATH capacity building funds to support the Justice Involved Reentry Initiative Round 3.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

The Board may choose not to approve the application and activities, and HHSA Behavioral Health will forego the $782,164 in grant funding available to serve justice involved individuals re-entering society.

FINANCIAL IMPACT

There is no impact on the County General Fund. New grant funding is available for the costs of the planned activities.

ATTACHMENTS

1. **Budget Action for new PATH JI Round 3 Initial Application Grant funding FY2024**
2. **PATH Agreement**
3. **PATH Round 3 Justice Involved notice of award**
4. **PATH Justice Involved Grant Round 3 - Behavioral Health Application_902560**

VOTE RESULT

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

BUDGET ACTION FORM

FUND	DEPT/DIV	ACCOUNT	DESCRIPTION	INCREASE	DECREASE
3456	402	45063	State Grant Revenue - State	(782,164)	
3456	402	51111	Regular salaries and wages	461,055	
3456	402	51202	Monthly Longevity	4,662	
3456	402	52301	Social Security	25,767	
3456	402	52302	Medicare	6,049	
3456	402	52201	Medical/Dental/Vision	127,285	
3456	402	52101	Retirement - Employer	50,995	
3456	402	52205	Life Insurance	248	
3456	402	52303	SDI	5,138	
3456	402	52206	Cash - Cafeteria Plan	215	
3456	402	60213	Office Supplies	3,500	
3456	402	60411	Telephone and Internet	6,000	
3456	402	60421	Equipment	29,150	
3456	402	60431	Software	62,100	
	Budget Action for new PATH JI Round 3 Initial Application Grant funding FY2024				
	New Fund 3456 for PATH Justice Involved Grant Round 3 - Behavioral Health				
TRANSFER BETWEEN FUNDS					
				0	0

ACTION REQUESTED: (Check all that apply)

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

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

DEPT HEAD SIGNATURE DATE:

APPROVED BY RES NO. CLERK DATE

AUDITOR'S USE ONLY
BA#

$782,164

CAPATH

Application ID	902560
Submitted	Jun 13, 2023
Status	Approved
Applicant(s)	Lynn Rumfelt (lrumfelt@mariposacounty.org) Randy Ridenhour (rridenhour@mariposacounty.org) Sarah Higgs (shiggs@mariposacounty.org) 5300 Hwy 49 N PO Box 99 Mariposa, CA, 95338, US 2097420826 Kristina Keheley (kkeheley@mariposacounty.org) 5362 Lemee Lane Mariposa, CA, 95338, US 2097420694 Danielle Bondshu (dbondshu@mariposacounty.org) Steven Dahlem (sdahlem@mariposacounty.org) Miles Menetrey (mmenetrey@mariposacounty.org)
Program and cycle	JI Application Round 3 JI Round 3
Tags	No tags
Forms	PATH JI Round 3 Terms and Conditions (Sarah Higgs)

Lynn Rumfelt
lrumfelt@mariposacounty.org

California Providing Access and Transforming Health (PATH)

Justice-Involved Planning and Capacity Building Program

Acknowledgement of Grant Terms and Conditions

As an express condition of receiving grant funds from the California Department of Health Care Services ("DHCS") under the Justice-Involved Planning and Capacity Building Program,

("Awardee") *
("Awardee")

Mariposa County Behavioral Health and Recovery Services

whose business address is

Street *
Street

5362 Lemee Lan

City *
City

Mariposa

State *
State

CA

County *
County

United States

and whose Federal Tax Identification number is

TIN *
Federal Tax Identification number

94-6000880

hereby warrants and guarantees that it will comply with all applicable federal, state, and local laws and regulations, as well as with as the following terms and conditions:

I. Use of Funding.

a. CalAIM Pre-Release Services Implementation Plan. Awardee must use grant funds exclusively to implement Medi-Cal pre-release services under the CalAIM Justice-Involved Initiative in accordance with state law and California's approved Medicaid 1115 Reentry Demonstration Waiver. By accepting funding covered by this agreement, Grantee agrees to complete and submit an implementation plan using the approved template, identifying how funding will be used to meet operational readiness requirements for implementing Medi-Cal pre-release services between April 1, 2024, and March 31, 2026. The awardee's initial grant application is attached hereto and incorporated herein by reference as Appendix A.

b. Program Guidance and Conditions. In using the funds to implement Medi-Cal CalAIM pre-release services, Awardee must follow all terms, conditions, and guidelines provided in the most recently updated Justice-Involved Planning and Capacity Building Program guidance, found at www.ca-path.com, and in these Terms and Conditions.

c. Changes and Modifications. Changes and modifications to Appendix A must be provided by the Awardee in writing and are subject to DHCS approval. No change or modification will be valid without the prior written approval of DHCS.

II. Role of Third-Party Administrator. DHCS has designated Public Consulting Group LLC as the third-party administrator ("TPA"), to administer the grant program and to communicate with Awardee with respect to grant administration. Awardees acknowledge that the TPA is acting solely as a third-party administrator on behalf of DHCS and is not liable or responsible for DHCS decisions or actions. Awardee's hereby holds harmless the TPA and its officers, agents, employees, representatives, and/or designees from and against any and all liability, actions, claims, demands, or suits, and all related costs, attorney fees, and expenses arising out of, or relating to the receipt of grant funds.

III. Grant Amount and Method of Payment.	**Report field: grant amount**
a. Grant Amount. The total grant amount awarded to the Awardee must not exceed	$782,164.00

Awardee acknowledges that the grant amount has been determined by

DHCS and will not be negotiated with the TPA. Final amount awarded will be determined and communicated to the Grantee, in writing, no later than September 1, 2023.

b. Method of Payment. Except as otherwise stated below, the TPA, on behalf of DHCS, must disburse the first installment of 10% of the awarded grant funds to Awardee via direct deposit into Awardee's provided bank account within forty-five (45) calendar days of receipt of Applicant's signed Acknowledgement, provided Awardee has provided all Awardee information, forms, and documentation required to facilitate payment. The remaining 90% of the awarded grant funds will be disbursed as follows:

i. 60% of the total award amount will be disbursed upon review and approval of the Awardee's implementation plan. The Awardee's implementation plan must be submitted to the TPA for approval no later than 180 days after execution of this agreement. Funds will be disbursed by the TPA to the Awardee within forty-five (45) days of written notification by the TPA that the Awardee's implementation plan is approved.

ii. 15% of the total award amount will be disbursed upon review and approval of the Awardee's interim progress report. The Awardee's interim progress report must be submitted to the TPA for approval. Funds will be disbursed by the TPA to Awardee within forty-five (45) days of written notification by the TPA that the Awardee's interim progress report is approved.

iii. The remaining 15% of the total award amount will be disbursed upon review and approval of the Awardee's final progress report. The Awardee's final progress report must be submitted to the TPA for approval upon completion of all activities detailed in the Awardee's approved implementation plan and successful implementation of all operational readiness criteria for Medi-Cal pre-release services. All activities must be completed, and the final progress report

submitted to the TPA no later than April 1, 2026. Funds will be disbursed by TPA to Awardee within forty-five (45) days of written notification by the TPA that the Awardee's final progress report is approved.

c. Reliance on Provided Information. DHCS and the TPA are entitled to rely on the accuracy and completeness of information provided by Awardee in the disbursement of grant funds.

IV. Reporting Requirements.

a. Implementation plan: Entities are required to submit an implementation plan detailing how they will use the PATH funding to implement the Operational Criteria for Medi-Cal pre-release services and submission of a detailed budget template that documents the amount of the funding requested and how the requested funding will be applied to different permissible uses. The implementation plan is due no later than 180 days (6 months) after the initial 10% of funds are disbursed.

b. Interim report: Entities are required to submit an interim progress report after successfully implementing 50% of their Operational Criteria, detailing how PATH funds were spent to date, and descriptions of how the entity implemented each Operational Criteria.

c. Final report: Entities are required to submit a final progress report detailing how PATH funds were spent and describing the final status of each Operational Criteria.

d. Failure to report. If the entity fails to submit either the interim or final report within thirty (30) calendar days of the report becoming due, DHCS may terminate the grant pursuant to Section VII, below.

V. Additional DHCS Terms and Conditions.

a. Funding received through the Justice-Involved Planning and Capacity Building Program will not duplicate or supplant funds received through other programs or initiatives or by other federal, state, or local funding sources, including but not limited to funds provided by the California Department of Corrections and Rehabilitation ("CDCR") for the purchase of technology for state prisons, county jails, and youth correction facilities.

b. DHCS may, in its reasonable discretion, modify payment dates or amounts and will notify Awardee of any such changes in writing.

c. Awardee may be subject to audit or inquiry with respect to the receipt and use of grant funds at any time. Awardee must respond to inquiries, communications, and reasonable requests for additional information or documentation from DHCS or the TPA within two (2) business days of receipt (as determined by the sent date in the electronic communication) and must provide any requested information within five (5) business days, unless an alternative timeline is approved by DHCS.

d. Awardee must alert DHCS and the TPA within two (2) business days if circumstances prevent it from carrying out any of the activities described in Appendix A. In such cases, Awardee may be required to return unused funds to DHCS.

Awardee's authorized representative for the purposes of communications related to this grant is:

name *
[Name]

Kristina Keheley

contact info *
[Contact Info]

kkeheley@mariposacounty.org
PO Box 99
Mariposa, CA 95338
209-966-2000

DHCS and the TPA may rely on the authority of the above-named individual to speak and act on behalf of the Awardee. The Awardee must notify DHCS and the TPA in writing no later than two (2) business days prior to implementing any change to the above-named authorized representative.

f. Awardee will retain all records and documentation related to the receipt and use of PATH grant funds, including all documentation used to support and detail expenditures,

for no less than ten (10) years beyond the date of final payment and will make such records available for complete inspection by DHCS upon request.

g. DHCS reserves the right to receive, use, and reproduce all reports and data produced, delivered, or generated by or about Awardee and its activities pursuant to this grant and may authorize others to do so without limitation, except as restricted by applicable law.

h. Awardee will not discriminate on the basis of race, color, religion, caste, creed, sex, age, marital status, national origin, mental or physical disability, political belief or affiliation, pregnancy and pregnancy related condition(s), veteran status, sexual orientation, gender identity and expression, genetic information, natural and protective hairstyle, and any other class of individuals protected from discrimination under state or federal law in any aspect in the conduct of any activity funded by DHCS.

VI. Auditing and Recoupment

a. DHCS or the TPA, as appropriate, may perform audits of Justice-Involved funding disbursements. If DHCS or the TPA identifies deficiencies requiring corrective action, Grantee must comply with and timely complete a required Corrective Action Plan and other monitoring processes, as appropriate and as necessary to timely meet requirements and Operational Criteria for the CalAIM pre-release services and other requirements for receipt of PATH Justice-Involved funding.

b. In the event that Awardee does not spend all received funds during the project period, Awardee must submit a final progress report indicating that not all received funds were spent during the project period. DHCS and the TPA will consider three (3) possible scenarios if the Awardee does not spend all funds received for any reason, including:

i. Permit the entity to 'rollover' a limited amount of unspent funding to other permissible uses for up to 12 months following project end date, pending approval from DHCS. The amount of funding that is rolled over and the duration of period for use may be determined by DHCS on a case-by-case basis;

ii. The entity may voluntarily return unused funds to DHCS; or

iii. If the entity is unresponsive to requests from DHCS or the TPA and will not return unused funds to DHCS or respond to the request for funding to be applied to different permissible uses, DHCS will seek an audit and recoupment of unused funds.

c. DHCS will seek to audit entities and recoup funds in instances where DHCS identifies one (1) or more of the following:

i. DHCS or the TPA identify potential, fraud, waste, or abuse;

ii. DHCS or the TPA identify that funding was spent on impermissible uses of funds;

iii. DHCS or the TPA identify that funding received by the entity may be duplicative with other funding sources;

iv. Awardee becomes ineligible to be a provider of pre-release services;

v. Awardee reports using funding on an item or activity that was not documented in their approved grant application without seeking prior approval from DHCS;

vi. Awardee reports significant deviations (as determined by DHCS) in how funding was applied to various approved funding uses relative to what was described in their original budget template; or

vii. Awardee did not spend all the funds received and will not voluntarily return unused funds to DHCS or request for unused funds to be applied to other permissible uses.

VII. Termination. Upon written notice to Awardee, DHCS may terminate the grant award in any of the following circumstances:

a. If Awardee fails to perform any one or more of the requirements set forth in these Terms and Conditions;

b. If any of the information provided by Awardee to DHCS or to the TPA is untruthful, incomplete, or inaccurate;

c. Upon Awardee's debarment or suspension by competent authority, if such debarment or suspension precludes any activity funded by the grant;

d. Upon Awardee's indictment in any criminal proceeding;

e. If Awardee is reasonably suspected of fraud, forgery, embezzlement, theft, or any other misuse of public funds;

f. If DHCS does not receive or maintain sufficient funds to administer the program

g. If any restriction, limitation, or condition is enacted by Congress or by any other governing body or agency that impedes the funding or administration of the grant; or,

h. For any other purpose deemed necessary or advisable by DHCS.

In the case of early termination, Awardee may be subject to audit, recoupment by DHCS of unused or misused funds, and/or preclusion from receiving additional funding, dependent upon the circumstances of the termination.

IN WITNESS THEREOF, AWARDEE has executed this Acknowledgment as of the date set forth below.

AWARDEE

PATH JI R3 terms and conditions final name *
(Name)

Kristina Keheley

PATH JI R3 terms and conditions title *
(Title)

Director of Health Services

PATH JI R3 terms and conditions date *
Date

Jul 28, 2023

Miles Menetrey, Chair
Mariposa County Board of Supervisor

PATH JI R3 terms and conditions attachments
Appendix A

See Application_902560.pdf

APPROVED AS TO FORM:

STEVEN W. DAHLEM
COUNTY COUNSEL

Danielle Bondshu

From: Danielle Bondshu
Sent: Friday, September 8, 2023 8:57 AM
To: PATH TPA | Justice Involved; Jeremy Day
Subject: RE: Path Round 2 and Round 3

Good Morning,

Have all three grants been signed? I know the two Mr. Day signed, but what about the one Kristina Keheley submitted?

Can you send me all three grant agreements? I have only seen one. The issue we are having is under County Policy, the only individual allowed to encumber the County and accept grant funds is the Board Chair, and we also need our County Counsel to approve as to legal form. Mr. Day did not have the authority to sign the agreements.

For future, on all three Mariposa County PATHJI correspondence and signatures, please add the below individuals.

Miles Menetrey, Chair – mmenetrey@mariposacounty.org
Steven W. Dahlem, County Counsel – sdahlem@mariposacounty.org
Danielle Bondshu, Clerk of the Board, as a CC only when the contract is complete.

If you can send me the agreements, we will work on something on our end.

Sincerely,

Danielle Bondshu
Clerk of the Board
Mariposa County

209-966-3222 ext. 2
5100 Bullion Street
Mariposa, CA 95338

From: PATH TPA | Justice Involved <justice-involved@ca-path.com>
Sent: Friday, September 8, 2023 7:11 AM
To: Jeremy Day <jday@mariposacounty.org>
Cc: Danielle Bondshu <dbondshu@mariposacounty.org>
Subject: RE: Path Round 2 and Round 3

You don't often get email from justice-involved@ca-path.com. Learn why this is important

Hello Danielle and Jeremy,

We have received your email and help desk inquiries regarding the signing of the PATH JI award documents for Mariposa County. Because the documents and payments have already been processed for Mariposa County, the only thing we can do at this point is add the other authorized signer(s) to the GrantsConnect accounts for any future communications and signatures. As far as updating signatures on your end, this may be something you have to update internally. If you would like us to add authorized signers, please send their names and email addresses to this email and I can get them added.

Please let us know if you have any questions.

Thank you,

PATH Justice Involved TPA Team

-----Original message-----
From: Jeremy Day <jday@mariposacounty.org>
Sent: Thursday, September 7 2023, 5:53 pm
To: PATH TPA | Justice Involved <justice-involved@ca-path.com>
Subject: Path Round 2 and Round 3

I need to update the name on the terms and conditions and have them resigned by our Sheriff as our Board of Supervisors would like to see our Sheriffs name on the agreement.

Is this possible?

Jeremy Day

Custodial Sergeant

Mariposa County Adult Detention Facility
5379 Hwy 49 N
P.O. Box 727
Mariposa, CA 95338
Office: (209) 966-3615 x2360

Cell: (209) 347-9629

CONFIDENTIALITY NOTICE: The contents of this email message and any attachments are intended solely for the addressee(s) and may contain confidential and/or privileged information and may be legally protected from disclosure. If you are not the intended recipient of this message or their agent, or if this message has been addressed to you in error, please immediately alert the sender by reply email and then delete this message and any attachments. If you are not the intended recipient, you are hereby notified that any use, dissemination, copying, or storage of this message or its attachments is strictly prohibited.

Application ID	902560
Submitted	Jun 13, 2023
Status	Approved
Applicant(s)	Lynn Rumfelt (lrumfelt@mariposacounty.org) Randy Ridenhour (rridenhour@mariposacounty.org) Sarah Higgs (shiggs@mariposacounty.org) 5300 Hwy 49 N PO Box 99 Mariposa, CA, 95338, US 2097420826 Kristina Keheley (kkeheley@mariposacounty.org) 5362 Lemee Lane Mariposa, CA, 95338, US 2097420694
Program and cycle	JI Application Round 3 JI Round 3
Tags	No tags
Forms	PATH JI Round 3 Initial Application (Sarah Higgs)

Award and Payment Detail

Cash Award

Total Amount
$782,164.00

Payments
1

Payment	Payment ID	Payment number	Status
$782,164.00 Payment date Jul 27, 2023	398739		Pending Jul 27, 2023

Application Information

Applicant Information

Organization Name *

Mariposa County Behavioral Health and Recovery Services Agency

Name of Application Authorized Representative: *
(First and Last)

Kristina Keheley

Telephone Number of Application Authorized Representative *

209-966-2000

Mailing Address of Application Authorized Representative *

P.O. Box 99
Mariposa, Ca 95338

Other County agency responsible for coordinating and providing health services for individuals in correctional institutions.

No answer

If you are a delegate organization, please upload your letter of support.

No file uploaded

Type of Agency *

County Behavioral Health agencies to support behavioral health linkages.

Title of Application Authorized Representative *

Division Director of Health Services

Email of Application Authorized Representative *

kkeheley@mariposacounty.org

County *

Mariposa

County Agency *

BH agency

Number of individuals on SMHP/DMC/DMC-ODS

583

Eligible facility will be required to provide DHCS information on their current state and operational needs in order to be eligible for funds tied to the application approval. If a correctional facility has previously completed a DHCS-technical assistance survey **(available here),** they have already met this requirement and do not need to send additional information.

Please confirm you have submitted your DHCS-technical assistance survey.

True

Attestation & Certification

ATTESTATION & CERTIFICATION

As the authorized representative of the entities applying for funding, each entity attests and agrees to the following conditions:

- The funding received through this program will not duplicate or supplant funds received through other programs or initiatives, or other federal, state, or local funding sources.
- The funding received through this program must not supplant funding provided for the state's Department of Corrections (DOC) for the purchase of technology for state prisons, county jails, and youth correction facilities.
- Funds from this initiative may only be spent on permissible uses of funds as documented in program guidance and this application.
- The entity will respond to general inquiries from DHCS and the TPA pertaining to this initiative within one business day of receipt, and provide requested information within five business days, unless an alternate timeline is approved or determined necessary by DHCS. Entities that fail to meaningfully engage with DHCS and the TPA in response to these inquiries may be:
- Subject to audit, and if necessary, recoupment of grant funding by DHCS to ensure adequate documentation, application, and reporting of permissible expenditures; and/or
- Precluded from receiving additional PATH funding.
- The entity is required to alert DHCS and the TPA if circumstances prevent them from carrying out activities described in this program application. In such cases, the entity may be required to return unused funds to DHCS contingent upon the circumstances.
- The entity agrees to submit an implementation plan to the TPA no more than 180 days (about 6 months) after initial funding is received, or March 31, 2024, whichever comes first.

Signature of Authorized Representative: *

Kristina Keheley

Date of Signature: *

Jun 13, 2023

Kristina Keheley

Signed by Sarah Higgs on Jun 13, 2023

Application ID	902560
Submitted	Jun 13, 2023
Status	Approved
Applicant(s)	Lynn Rumfelt (lrumfelt@mariposacounty.org) Randy Ridenhour (rridenhour@mariposacounty.org) Sarah Higgs (shiggs@mariposacounty.org) 5300 Hwy 49 N PO Box 99 Mariposa, CA, 95338, US 2097420826 Kristina Keheley (kkeheley@mariposacounty.org) 5362 Lemee Lane Mariposa, CA, 95338, US 2097420694
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(First and Last)

Kristina Keheley

Telephone Number of Application Authorized Representative *

209-966-2000

Mailing Address of Application Authorized Representative *

P.O. Box 99
Mariposa, Ca 95338

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Title of Application Authorized Representative *

Division Director of Health Services

Email of Application Authorized Representative *

kkeheley@mariposacounty.org

County *

Mariposa

County Agency *

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- The entity agrees to submit an implementation plan to the TPA no more than 180 days (about 6 months) after initial funding is received, or March 31, 2024, whichever comes first.

Signature of Authorized Representative: *

Kristina Keheley

Date of Signature: *

Jun 13, 2023

Kristina Keheley

Signed by Sarah Higgs on Jun 13, 2023

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-517

MEETING: September 19, 2023

TO: The Board of Supervisors

FROM: Joe Lynch, Director of Health and Human Services

RE: Approve Mariposa County's Acceptance of the California Department of Public Health (CDPH) Enhanced Prevention and Control Award in the Amount of $5,000 for Treatment of Tuberculosis; and Authorize the Board of Supervisors Chair to Sign the Acceptance and the Grant Agreement

---

RECOMMENDATION AND JUSTIFICATION

Approve Mariposa County's Acceptance of the California Department of Public Health (CDPH) Enhanced Prevention and Control Award in the Amount of $5,000 for Treatment of Tuberculosis; and Authorize the Board of Supervisors Chair to Sign the Acceptance and the Grant Agreement.

Enhanced Prevention and Control funds are meant to enhance the capabilities of local health jurisdictions by increasing the ability to conduct additional tuberculosis prevention and control activities and cannot replace existing funding or support ongoing activities. Funds can be used for travel and tuberculosis-related training, program supplies, subcontracts, equipment, and food, shelter, incentives and enablers (FSIE). Funds may also support new personnel activities.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board of Supervisors does not have a prior history with CDPH for this specific purpose. Mariposa County Health & Human Services Agency Public Health Branch did not have to apply for this additional funding. CDPH Tuberculosis Control Branch (TBCB) is providing additional federal funds for Fiscal Year 2023-2024 to enhance the capabilities of tuberculosis (TB) prevention and control activities in local public health jurisdictions.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

If the County chooses not to accept the award, Public Health will not be able to increase it's ability to conduct additional TB prevention and control activities.

FINANCIAL IMPACT

There is no impact on the General Fund.

ATTACHMENTS

1. **1 Certification_SpecialTerms-AdditionalProvisions-FederalTerms(02-23)**
2. **2 Certification_DarfurContractingAct(02-23)**
3. **3 Certification_ContractorCertificationClauses(02-23) (1)**
4. **4 Certification_eDOT-PoliciesProcedures(02-23) (1)**
5. **5 Subrecipient Eligibility Form 23-24 (1)**

6. **6 Notice of Award NU52PS910219 23-24**
7. **7 General Terms and Conditions Non-Research Grant and Cooperative Agreements 23-24**
8. **Tuberculosis Funding-Local Assistance-Enhanced Prevention and Control Award 23-24 (Mariposa) (1)**

VOTE RESULT

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

Table of Contents

Exhibit D – CDPH Special Terms and Conditions (02/22)
Exhibit E – CDPH Additional Provisions (02/22)
Exhibit F – CDPH Federal Terms and Conditions (02/22)
NU52PS910219-04-00 – Reporting Requirements for Subrecipients (12/22)

Exhibit D
Special Terms and Conditions

(For Subvention/Local Assistance Agreements rev 02/2022)

The provisions herein apply to this Agreement unless the provisions are removed by reference, the provisions are superseded by an alternate provision appearing elsewhere in this Agreement, or the applicable conditions do not exist.

Index of Special Terms and Conditions

1. Procurement Rules	11. Officials Not to Benefit
2. Equipment Ownership / Inventory / Disposition	12. Prohibited Use of State Funds for Software
3. Subcontract Requirements	13. Contract Uniformity (Fringe Benefit Allowability)
4. Income Restrictions	14. Cancellation
5. Site Inspection	
6. Intellectual Property Rights	
7. Prior Approval of Training Seminars, Workshops or Conferences	
8. Confidentiality of Information	
9. Documents, Publications, and Written Reports	
10. Dispute Resolution Process	

Exhibit D
Special Terms and Conditions

1. Procurement Rules

(Applicable to all Subvention /Local Assistance contracts in which equipment, property, commodities and/or supplies are furnished by CDPH or expenses for said items are reimbursed with state or federal funds.)

A. Equipment definitions

Wherever the term equipment /property is used, the following definitions shall apply:

1. **Major equipment/property**: A tangible or intangible item having a base unit cost of **$2,500 or more** with a life expectancy of one (1) year or more and is either furnished by CDPH or the cost is reimbursed through this Agreement. Software and videos are examples of intangible items that meet this definition.

2. **Minor equipment/property**: A tangible item having a base unit cost of **less than $2,500** with a life expectancy of one (1) year or more and is either furnished by CDPH or the cost is reimbursed through this Agreement.

B. **Government and public entities** (including state colleges/universities and auxiliary organizations), whether acting as a contractor, may secure all commodities, supplies, equipment and services related to such purchases that are required in performance of this Agreement. Said procurements are subject to Paragraphs d through g of this provision. Paragraph c of this provision shall also apply, if equipment purchases are delegated to subcontractors that are nonprofit organizations or commercial businesses.

C. **Nonprofit organizations and commercial businesses**, whether acting as a contractor and/or subcontractor, may secure commodities, supplies, equipment and services related to such purchases for performance under this Agreement.

1. Equipment purchases shall not exceed $50,000 annually.

   To secure equipment above the annual maximum limit of $50,000, the Contractor shall make arrangements through the appropriate CDPH Program Contract Manager to have all remaining equipment purchased through CDPH's Purchasing Unit. The cost of equipment purchased by or through CDPH shall be deducted from the funds available in this Agreement. Contractor shall submit to the CDPH Program Contract Manager a list of equipment specifications for those items that the State must procure. The State may pay the vendor directly for such arranged equipment purchases and title to the equipment will remain with CDPH. The equipment will be delivered to the Contractor's address, as stated on the face of the Agreement, unless the Contractor notifies the CDPH Program Contract Manager, in writing, of an alternate delivery address.

Exhibit D
Special Terms and Conditions

2. All equipment purchases are subject to paragraphs d through g of this provision. Paragraph b of this provision shall also apply if equipment purchases are delegated to subcontractors that are either a government or public entity.

3. Nonprofit organizations and commercial businesses shall use a procurement system that meets the following standards:

   (a) Maintain a code or standard of conduct that shall govern the performance of its officers, employees, or agents engaged in awarding procurement contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a procurement, or bid contract in which, to his or her knowledge, he or she has a financial interest.

   (b) Procurements shall be conducted in a manner that provides, to the maximum extent practical, open and free competition.

   (c) Procurements shall be conducted in a manner that provides for all of the following:

      I. Avoid purchasing unnecessary or duplicate items.

      II. Equipment solicitations shall be based upon a clear and accurate description of the technical requirements of the goods to be procured.

      III. Take positive steps to utilize small and veteran owned businesses.

D. Unless waived or otherwise stipulated in writing by CDPH, prior written authorization from the appropriate CDPH Program Contract Manager will be required before the Contractor will be reimbursed for any purchase **exceeding** $2,500 or more for commodities, supplies, equipment, and services related to such purchases. The Contractor must provide in its request for authorization all particulars necessary, as specified by CDPH, for evaluating the necessity or desirability of incurring such costs. The term "purchase" excludes the purchase of services from a subcontractor and public utility services at rates established for uniform applicability to the general public.

E. In special circumstances determined by CDPH (e.g., when CDPH has a need to monitor certain purchases, etc.), CDPH may require prior written authorization and/or the submission of paid vendor receipts for any purchase regardless of dollar amount. CDPH reserves the right to either deny claims for reimbursement or to request repayment for any Contractor purchase that CDPH determines to be unnecessary in carrying out performance under this Agreement.

F. The Contractor must maintain a copy or narrative description of the procurement system, guidelines, rules, or regulations that will be used to make purchases under this Agreement. The State reserves the right to request a copy of these documents and to inspect the purchasing practices of the Contractor at any time.

Exhibit D
Special Terms and Conditions

G. For all purchases, the Contractor must maintain copies of all paid vendor invoices, documents, bids and other information used in vendor selection for inspection or audit. Justifications supporting the absence of bidding (i.e., sole source purchases) shall also be maintained on file by the Contractor for inspection or audit.

2. Equipment Ownership / Inventory / Disposition

(Applicable to agreements in which equipment and/or property is furnished by CDPH and/or when said items are purchased or reimbursed with State and Federal funds (absence a Federal requirement for transfer of title))

A. Wherever the terms equipment and/or property are used in this provision, the definitions in provision 1, paragraph A., shall apply.

Unless otherwise stipulated in this Agreement, all equipment and/or property that are purchased/reimbursed with agreement funds or furnished by CDPH under the terms of this Agreement shall be considered state equipment and the property of CDPH.

1. CDPH requires the reporting, tagging and annual inventorying of all equipment and/or property that is furnished by CDPH or purchased/reimbursed with funds provided through this Agreement.

   Upon receipt of equipment and/or property, the Contractor shall report the receipt to the CDPH Program Contract Manager. To report the receipt of said items and to receive property tags, Contractor shall use a form or format designated by CDPH's Asset Management Unit. If the appropriate form (i.e., Contractor Equipment Purchased with CDPH Funds) does not accompany this Agreement, Contractor shall request a copy from the CDPH Program Contract Manager.

2. If the Contractor enters into an agreement with a term of more than twelve months, the Contractor shall submit an annual inventory of state equipment and/or property to the CDPH Program Contract Manager using a form or format designated by CDPH's Asset Management Unit. If an inventory report form (i.e., Inventory/Disposition of CDPH-Funded Equipment) does not accompany this Agreement, Contractor shall request a copy from the CDPH Program Contract Manager. Contractor shall:

   (a) Include in the inventory report, equipment and/or property in the Contractor's possession and/or in the possession of a subcontractor (including independent consultants).

   (b) Submit the inventory report to CDPH according to the instructions appearing on the inventory form or issued by the CDPH Program Contract Manager.

Exhibit D
Special Terms and Conditions

(c) Contact the CDPH Program Contract Manager to learn how to remove, trade-in, sell, transfer or survey off from the inventory report, expired equipment and/or property that is no longer wanted, usable or has passed its life expectancy. Instructions will be supplied by CDPH's Asset Management Unit.

B. Title to state equipment and/or property shall not be affected by its incorporation or attachment to any property not owned by the State.

C. Unless otherwise stipulated, CDPH shall be under no obligation to pay the cost of restoration or rehabilitation of the Contractor's and/or Subcontractor's facility which may be affected by the removal of any state equipment and/or property.

D. The Contractor shall maintain and administer a sound business program for ensuring the proper use, maintenance, repair, protection, insurance and preservation of state equipment and/or property.

1. In administering this provision, CDPH may require the Contractor to repair or replace to CDPH's satisfaction any damaged, lost or stolen state equipment and/or property. Contractor shall immediately file a theft report with the appropriate police agency or the California Highway Patrol and Contractor shall promptly submit one copy of the theft report to the CDPH Program Contract Manager.

E. Unless otherwise stipulated by the program funding this Agreement, equipment and/or property purchased/reimbursed with agreement funds or furnished by CDPH under the terms of this Agreement, shall only be used for performance of this Agreement or another CDPH agreement.

F. Within sixty (60) calendar days prior to the termination or end of this Agreement, the Contractor shall provide a final inventory report of equipment and/or property to the CDPH Program Contract Manager and shall, at that time, query CDPH as to the requirements, including the manner and method, of returning state equipment and/or property to CDPH. Final disposition of equipment and/or property shall be at CDPH expense and according to CDPH instructions. Equipment and/or property disposition instructions shall be issued by CDPH immediately after receipt of the final inventory report. At the termination or conclusion of this Agreement, CDPH may at its discretion, authorize the continued use of state equipment and/or property for performance of work under a different CDPH agreement.

G. **Motor Vehicles**

(Applicable only if motor vehicles are purchased/reimbursed with agreement funds or furnished by CDPH under this Agreement.)

1. If motor vehicles are purchased/reimbursed or furnished by CDPH under the terms of this Agreement, within thirty (30) calendar days prior to the termination or end of this

Exhibit D
Special Terms and Conditions

Agreement, the Contractor shall return such vehicles to CDPH and shall deliver all necessary documents of title or registration to enable the proper transfer of a marketable title to CDPH.

2. If motor vehicles are purchased/reimbursed or furnished by CDPH under the terms of this Agreement, ***the State of California shall be the legal owner of said motor vehicles and the Contractor shall be the registered owner***. The Contractor shall only use said vehicles for the performance under the terms of this Agreement.

3. The Contractor agrees that all operators of motor vehicles, purchased/reimbursed or furnished by CDPH under the terms of this Agreement, shall hold a valid State of California driver's license. In the event that ten or more passengers are to be transported in any one vehicle, the operator shall also hold a State of California Class B driver's license.

4. If any motor vehicle is purchased/reimbursed or furnished by CDPH under the terms of this Agreement, the Contractor, as applicable, shall provide, maintain, and certify that, at a minimum, the following type and amount of automobile liability insurance is in effect during the term of this Agreement or any extension period during which any vehicle remains in the Contractor's possession:

Automobile Liability Insurance

(a) The Contractor, by signing this Agreement, hereby certifies that it possesses or will obtain automobile liability insurance in the amount of $1,000,000 per occurrence for bodily injury and property damage combined. Said insurance must be obtained and made effective upon the delivery date of any motor vehicle purchased/reimbursed with agreement funds or furnished by CDPH under the terms of this Agreement to the Contractor.

(b) The Contractor shall, as soon as practical, furnish a copy of the certificate of insurance to the CDPH Program Contract Manager. The certificate of insurance shall identify the CDPH contract or agreement number for which the insurance applies.

(c) The Contractor agrees that bodily injury and property damage liability insurance, as required herein, shall remain in effect at all times during the term of this Agreement or until such time as the motor vehicle is returned to CDPH.

(d) The Contractor agrees to provide at least thirty (30) days prior to the expiration date of said insurance coverage a copy of a new certificate of insurance evidencing continued coverage, as indicated herein for not less than the remainder of the term of this Agreement, the term of any extension or continuation thereof, or for a period of not less than one (1) year.

(e) The Contractor, if not a self-insured government and/or public entity, must provide evidence, that any required certificates of insurance contain the following provisions:

I. The insurer will not cancel the insured's coverage without giving thirty (30) calendar days prior written notice to the State.

II. The State of California, its officers, agents, employees, and servants are included as additional insureds, but only with respect to work performed for the State under this Agreement and any extension or continuation of this Agreement.

lll. The insurance carrier shall notify CDPH in writing, of the Contractor's failure to pay premiums; its cancellation of such policies; or any other substantial change, including, but not limited to, the status, coverage, or scope of the required insurance. Such notices shall contain a reference to each agreement number for which the insurance was obtained.

(f) The Contractor is hereby advised that copies of certificates of insurance may be subject to review and approval by the Department of General Services (DGS), Office of Risk and Insurance Management. The Contractor shall be notified by CDPH, in writing, if this provision is applicable to this Agreement. If DGS approval of the certificate of insurance is required, the Contractor agrees that no work or services shall be performed prior to obtaining said approval.

(g) In the event the Contractor fails to keep insurance coverage as required herein in effect at all times during vehicle possession, CDPH may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.

3. Subcontract Requirements

(Applicable to agreements under which services are to be performed by subcontractors including independent consultants.)

A. Prior written authorization by the State is required before the Contractor enters into or is reimbursed for any subcontract for services exceeding $2,500 for any articles, supplies, equipment, or services. The Contractor shall obtain and submit articles of at least three completive quotations or adequate justification for the absence of bidding.

B. CDPH reserves the right to approve or disapprove the selection of subcontractors and with advance written notice, require the substitution of subcontractors and require the Contractor to terminate subcontracts entered into in support of this Agreement.

Exhibit D
Special Terms and Conditions

1. Upon receipt of a written notice from CDPH requiring the substitution and/or termination of a subcontract, the Contractor shall take steps to ensure the completion of any work in progress and select a replacement, if applicable, within 30 calendar days, unless a longer period is agreed to by CDPH.

C. Actual subcontracts (i.e., written agreement between the Contractor and a subcontractor) exceeding $2,500 are subject to the prior review and written approval of CDPH.

D. Contractor shall maintain a copy of each subcontract entered into in support of this Agreement and shall, upon request by CDPH, make copies available for approval, inspection, or audit.

E. CDPH assumes no responsibility for the payment of subcontractors used in the performance of this Agreement. Contractor accepts sole responsibility for the payment of subcontractors used in the performance of this Agreement.

F The Contractor is responsible for all performance requirements under this Agreement even though performance may be carried out through a subcontract.

G. The Contractor shall ensure that all subcontracts for services include provision(s) requiring compliance with applicable terms and conditions specified in this Agreement and shall be the subcontractor's sole point of contact for all matters related to the performance and payment during the term of this Agreement.

H. The Contractor agrees to include the following clause, relevant to record retention, in all subcontracts for services:

"(*Subcontractor Name*) agrees to maintain and preserve, until three years after termination of (*Agreement Number*) and final payment from CDPH to the Contractor, to permit CDPH or any duly authorized representative, to have access to, examine or audit any pertinent books, documents, papers and records related to this subcontract and to allow interviews of any employees who might reasonably have information related to such records."

4. Income Restrictions

Unless otherwise stipulated in this Agreement, the Contractor agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Contractor under this Agreement shall be paid by the Contractor to CDPH, to the extent that they are properly allocable to costs for which the Contractor has been reimbursed by CDPH under this Agreement.

5. Site Inspection

The State, through any authorized representatives, has the right at all reasonable times to

inspect or otherwise evaluate the work performed or being performed hereunder including subcontract supported activities and the premises in which it is being performed. If any inspection or evaluation is made of the premises of the Contractor or Subcontractor, the Contractor shall provide and shall require Subcontractors to provide all reasonable facilities and assistance for the safety and convenience of the authorized representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the services performed.

6. Intellectual Property Rights

A. Ownership

1. Except where CDPH has agreed in a signed writing to accept a license, CDPH shall be and remain, without additional compensation, the sole owner of any and all rights, title and interest in all Intellectual Property, from the moment of creation, whether or not jointly conceived, that are made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement.

2. For the purposes of this Agreement, Intellectual Property means recognized protectable rights and interest such as: patents, (whether or not issued) copyrights, trademarks, service marks, applications for any of the foregoing, inventions, trade secrets, trade dress, logos, insignia, color combinations, slogans, moral rights, right of publicity, author's rights, contract and licensing rights, works, mask works, industrial design rights, rights of priority, know how, design flows, methodologies, devices, business processes, developments, innovations, good will and all other legal rights protecting intangible proprietary information as may exist now and/or hereafter come into existence, and all renewals and extensions, regardless of whether those rights arise under the laws of the United States, or any other state, country or jurisdiction.

   (a) For the purposes of the definition of Intellectual Property, "works" means all literary works, writings and printed matter including the medium by which they are recorded or reproduced, photographs, art work, pictorial and graphic representations and works of a similar nature, film, motion pictures, digital images, animation cells, and other audiovisual works including positives and negatives thereof, sound recordings, tapes, educational materials, interactive videos and any other materials or products created, produced, conceptualized and fixed in a tangible medium of expression. It includes preliminary and final products and any materials and information developed for the purposes of producing those final products. Works does not include articles submitted to peer review or reference journals or independent research projects.

3. In the performance of this Agreement, Contractor will exercise and utilize certain of its Intellectual Property in existence prior to the effective date of this Agreement. In addition, under this Agreement, Contractor may access and utilize certain of CDPH's Intellectual Property in existence prior to the effective date of this Agreement. Except

as otherwise set forth herein, Contractor shall not use any of CDPH's Intellectual Property now existing or hereafter existing for any purposes without the prior written permission of CDPH. **Except as otherwise set forth herein, neither the Contractor nor CDPH shall give any ownership interest in or rights to its Intellectual Property to the other Party.** If during the term of this Agreement, Contractor accesses any third-party Intellectual Property that is licensed to CDPH, Contractor agrees to abide by all license and confidentiality restrictions applicable to CDPH in the third-party's license agreement.

4. Contractor agrees to cooperate with CDPH in establishing or maintaining CDPH's exclusive rights in the Intellectual Property, and in assuring CDPH's sole rights against third parties with respect to the Intellectual Property. If the Contractor enters into any agreements or subcontracts with other parties in order to perform this Agreement, Contractor shall require the terms of the Agreement(s) to include all Intellectual Property provisions. Such terms must include, but are not limited to, the subcontractor assigning and agreeing to assign to CDPH all rights, title and interest in Intellectual Property made, conceived, derived from, or reduced to practice by the subcontractor, Contractor or CDPH and which result directly or indirectly from this Agreement or any subcontract.

5. Contractor further agrees to assist and cooperate with CDPH in all reasonable respects, and execute all documents and, subject to reasonable availability, give testimony and take all further acts reasonably necessary to acquire, transfer, maintain, and enforce CDPH's Intellectual Property rights and interests.

B. Retained Rights / License Rights

1. Except for Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement, Contractor shall retain title to all of its Intellectual Property to the extent such Intellectual Property is in existence prior to the effective date of this Agreement. Contractor hereby grants to CDPH, without additional compensation, a permanent, non-exclusive, royalty free, paid-up, worldwide, irrevocable, perpetual, non-terminable license to use, reproduce, manufacture, sell, offer to sell, import, export, modify, publicly and privately display/perform, distribute, and dispose Contractor's Intellectual Property with the right to sublicense through multiple layers, for any purpose whatsoever, to the extent it is incorporated in the Intellectual Property resulting from this Agreement, unless Contractor assigns all rights, title and interest in the Intellectual Property as set forth herein.

2. Nothing in this provision shall restrict, limit, or otherwise prevent Contractor from using any ideas, concepts, know-how, methodology or techniques related to its performance under this Agreement, provided that Contractor's use does not infringe the patent, copyright, trademark rights, license or other Intellectual Property rights of CDPH or

third party, or result in a breach or default of any provisions of this Exhibit or result in a breach of any provisions of law relating to confidentiality.

C. Copyright

1. Contractor agrees that for purposes of copyright law, all works [as defined in Paragraph A, subparagraph 2.(a) of this provision] of authorship made by or on behalf of Contractor in connection with Contractor's performance of this Agreement shall be deemed "works made for hire". Contractor further agrees that the work of each person utilized by Contractor in connection with the performance of this Agreement will be a "work made for hire," whether that person is an employee of Contractor or that person has entered into an agreement with Contractor to perform the work. Contractor shall enter into a written agreement with any such person that: (i) all work performed for Contractor shall be deemed a "work made for hire" under the Copyright Act and (ii) that person shall assign all right, title, and interest to CDPH to any work product made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement.

2. All materials, including, but not limited to, visual works or text, reproduced or distributed pursuant to this Agreement that include Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement, shall include CDPH's notice of copyright, which shall read in 3mm or larger typeface: "© *[Enter Current Year e.g., 2014, etc.]*, California Department of Public Health. This material may not be reproduced or disseminated without prior written permission from the California Department of Public Health." This notice should be placed prominently on the materials and set apart from other matter on the page where it appears. Audio productions shall contain a similar audio notice of copyright.

D. Patent Rights

With respect to inventions made by Contractor in the performance of this Agreement, which did not result from research and development specifically included in the Agreement's scope of work, Contractor hereby grants to CDPH a license as described under Section b of this provision for devices or material incorporating or made through the use of such inventions. If such inventions result from research and development work specifically included within the Agreement's scope of work, then Contractor agrees to assign to CDPH, without additional compensation, all its right, title and interest in and to such inventions and to assist CDPH in securing United States and foreign patents with respect thereto.

E. Third-Party Intellectual Property

Except as provided herein, Contractor agrees that its performance of this Agreement shall not be dependent upon or include any Intellectual Property of Contractor or third party

without first: (i) obtaining CDPH's prior written approval; and (ii) granting to or obtaining for CDPH, without additional compensation, a license, as described in Section b of this provision, for any of Contractor's or third-party's Intellectual Property in existence prior to the effective date of this Agreement. If such a license upon these terms is unattainable and CDPH determines that the Intellectual Property should be included in or is required for Contractor's performance of this Agreement, Contractor shall obtain a license under terms acceptable to CDPH.

F. Warranties

(1) Contractor represents and warrants that:

(a) It is free to enter into and fully perform this Agreement.

(b) It has secured and will secure all rights and licenses necessary for its performance of this Agreement.

(c) Neither Contractor's performance of this Agreement, nor the exercise by either Party of the rights granted in this Agreement, nor any use, reproduction, manufacture, sale, offer to sell, import, export, modification, public and private display/performance, distribution, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement will infringe upon or violate any Intellectual Property right, non-disclosure obligation, or other proprietary right or interest of any third-party or entity now existing under the laws of, or hereafter existing or issued by, any state, the United States, or any foreign country. There is currently no actual or threatened claim by any such third party based on an alleged violation of any such right by Contractor.

(d) Neither Contractor's performance nor any part of its performance will violate the right of privacy of, or constitute a libel or slander against any person or entity.

(e) It has secured and will secure all rights and licenses necessary for Intellectual Property including, but not limited to, consents, waivers or releases from all authors of music or performances used, and talent (radio, television and motion picture talent), owners of any interest in and to real estate, sites, locations, property or props that may be used or shown.

(f) It has not granted and shall not grant to any person or entity any right that would or might derogate, encumber, or interfere with any of the rights granted to CDPH in this Agreement.

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

Exhibit D
Special Terms and Conditions

(h) It has no knowledge of any outstanding claims, licenses or other charges, liens, or encumbrances of any kind or nature whatsoever that could affect in any way Contractor's performance of this Agreement.

(2) CDPH MAKES NO WARRANTY THAT THE INTELLECTUAL PROPERTY RESULTING FROM THIS AGREEMENT DOES NOT INFRINGE UPON ANY PATENT, TRADEMARK, COPYRIGHT OR THE LIKE, NOW EXISTING OR SUBSEQUENTLY ISSUED.

G. Intellectual Property Indemnity

(1) Contractor shall indemnify, defend and hold harmless CDPH and its licensees and assignees, and its officers, directors, employees, agents, representatives, successors, and users of its products, ("Indemnitees") from and against all claims, actions, damages, losses, liabilities (or actions or proceedings with respect to any thereof), whether or not rightful, arising from any and all actions or claims by any third party or expenses related thereto (including, but not limited to, all legal expenses, court costs, and attorney's fees incurred in investigating, preparing, serving as a witness in, or defending against, any such claim, action, or proceeding, commenced or threatened) to which any of the Indemnitees may be subject, whether or not Contractor is a party to any pending or threatened litigation, which arise out of or are related to (i) the incorrectness or breach of any of the representations, warranties, covenants or agreements of Contractor pertaining to Intellectual Property; or (ii) any Intellectual Property infringement, or any other type of actual or alleged infringement claim, arising out of CDPH's use, reproduction, manufacture, sale, offer to sell, distribution, import, export, modification, public and private performance/display, license, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement. This indemnity obligation shall apply irrespective of whether the infringement claim is based on a patent, trademark or copyright registration that issued after the effective date of this Agreement. CDPH reserves the right to participate in and/or control, at Contractor's expense, any such infringement action brought against CDPH.

(2) Should any Intellectual Property licensed by the Contractor to CDPH under this Agreement become the subject of an Intellectual Property infringement claim, Contractor will exercise its authority reasonably and in good faith to preserve CDPH's right to use the licensed Intellectual Property in accordance with this Agreement at no expense to CDPH. CDPH shall have the right to monitor and appear through its own counsel (at Contractor's expense) in any such claim or action. In the defense or settlement of the claim, Contractor may obtain the right for CDPH to continue using the licensed Intellectual Property or replace or modify the licensed Intellectual Property so that the replaced or modified Intellectual Property becomes non-infringing provided that such replacement or modification is functionally equivalent to the original

licensed Intellectual Property. If such remedies are not reasonably available, CDPH shall be entitled to a refund of all monies paid under this Agreement without restriction or limitation of any other rights and remedies available at law or in equity.

(3) Contractor agrees that damages alone would be inadequate to compensate CDPH for breach of any term of this Intellectual Property Exhibit by Contractor. Contractor acknowledges CDPH would suffer irreparable harm in the event of such breach and agrees CDPH shall be entitled to obtain equitable relief, including without limitation an injunction, from a court of competent jurisdiction without restriction or limitation of any other rights and remedies available at law or in equity.

H. Survival

The provisions set forth herein shall survive any termination or expiration of this Agreement or any project schedule.

7. Prior Approval of Training Seminars, Workshops or Conferences

Contractor shall obtain prior CDPH approval of the location, costs, dates, agenda, instructors, instructional materials, and attendees at any reimbursable training seminar, workshop, or conference conducted pursuant to this Agreement and of any reimbursable publicity or educational materials to be made available for distribution. The Contractor shall acknowledge the support of the State whenever publicizing the work under this Agreement in any media. This provision does not apply to necessary staff meetings or training sessions held for the staff of the Contractor in order to conduct routine business matters.

8. Confidentiality of Information

The Contractor and its employees, agents, or subcontractors shall:

a. Protect from unauthorized disclosure names and other identifying information concerning persons either receiving services pursuant to this Agreement or persons whose names or identifying information become available or are disclosed to the Contractor, its employees, agents, or subcontractors as a result of services performed under this Agreement, except for statistical information not identifying any such person.

b. Not use such identifying information for any purpose other than carrying out the Contractor's obligations under this Agreement.

c. Promptly transmit to the CDPH Contract Manager all requests for disclosure of such identifying information not emanating from the client or person.

d. Not disclose, except as otherwise specifically permitted by this Agreement or authorized by the client, any such identifying information to anyone other than CDPH without prior

written authorization from the CDPH Contract Manager, except if disclosure is required by State or Federal law.

e. For purposes of this provision, identity shall include, but not be limited to name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph.

f. As deemed applicable by CDPH, this provision may be supplemented by additional terms and conditions covering personal health information (PHI) or personal, sensitive, and/or confidential information (PSCI). Said terms and conditions will be outlined in one or more exhibits that will either be attached to this Agreement or incorporated into this Agreement by reference.

9. Documents, Publications and Written Reports

(Applicable to agreements over $5,000 under which publications, written reports and documents are developed or produced. Government Code Section 7550.)

Any document, publication or written report (excluding progress reports, financial reports and normal contractual communications) prepared as a requirement of this Agreement shall contain, in a separate section preceding the main body of the document, the number and dollar amounts of all contracts or agreements and subcontracts relating to the preparation of such document or report, if the total cost for work by nonemployees of the State exceeds $5,000.

10. Dispute Resolution Process

A. A Contractor grievance exists whenever there is a dispute arising from CDPH's action in the administration of an agreement. If there is a dispute or grievance between the Contractor and CDPH, the Contractor must seek resolution using the procedure outlined below.

1. The Contractor should first informally discuss the problem with the CDPH Program Contract Manager. If the problem cannot be resolved informally, the Contractor shall direct its grievance together with any evidence, in writing, to the CDPH Program Branch Chief. The grievance shall state the issues in dispute, the legal authority or other basis for the Contractor's position and the remedy sought. The CDPH Program Branch Chief shall render a decision within ten (10) business days after receipt of the written grievance from the Contractor. The CDPH Program Branch Chief shall respond in writing to the Contractor indicating the decision and reasons, therefore. If the Contractor disagrees with the CDPH Program Branch Chief's decision, the Contractor may appeal to the second level.

2. When appealing to the second level, the Contractor must prepare an appeal indicating the reasons for disagreement with CDPH Program Branch Chief's decision. The

Exhibit D
Special Terms and Conditions

Contractor shall include with the appeal a copy of the Contractor's original statement of dispute along with any supporting evidence and a copy of the CDPH Program Branch Chief's decision. The appeal shall be addressed to the CDPH Deputy Director of the division in which the branch is organized within ten (10) business days from receipt of the CDPH Program Branch Chief's decision. The CDPH Deputy Director of the division in which the branch is organized, or his/her designee shall meet with the Contractor to review the issues raised. A written decision signed by the CDPH Deputy Director of the division in which the branch is organized or his/her designee shall be directed to the Contractor within twenty (20) business days of receipt of the Contractor's second level appeal.

B. If the Contractor wishes to appeal the decision of the Deputy Director of the division in which the branch is organized or his/her designee, the Contractor shall follow the procedures set forth in Division 25.1 (commencing with Section 38050) of the Health and Safety Code and the regulations adopted thereunder. (Title 1, Division 2, Chapter 2, Article 3 (commencing with Section 1140) of the California Code of Regulations).

C. Disputes arising out of an audit, examination of an agreement or other action not covered by subdivision (a) of Section 20204, of Chapter 2.1, Title 22 Division 2, Subdivision 2, of the California Code of Regulations, and for which no procedures for appeal are provided in statute, regulation or the Agreement, shall be handled in accordance with the procedures identified in Sections 51016 through 51047, Title 22 Division 3, Subdivision1, Chapter 3, California Code of Regulations.

D. Unless otherwise stipulated in writing by CDPH, all dispute, grievance and/or appeal correspondence shall be directed to the CDPH Contract Manager.

E. There are organizational differences within CDPH's funding programs and the management levels identified in this dispute resolution provision may not apply in every contractual situation. When a grievance is received and organizational differences exist, the Contractor shall be notified in writing by the CDPH Contract Manager of the level, name, and/or title of the appropriate management official that is responsible for issuing a decision at a given level.

11. Officials Not to Benefit

No members of or delegate of Congress or the State Legislature shall be admitted to any share or part of this Agreement, or to any benefit that may arise therefrom. This provision shall not be construed to extend to this Agreement if made with a corporation for its general benefits.

12. Prohibited Use of State Funds for Software

Exhibit D
Special Terms and Conditions

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

13. Contract Uniformity (Fringe Benefit Allowability)

(Applicable only to nonprofit organizations.)

Pursuant to the provisions of Article 7 (commencing with Section 100525) of Chapter 3 of Part 1 of Division 101 of the Health and Safety Code, CDPH sets forth the following policies, procedures, and guidelines regarding the reimbursement of fringe benefits.

A. As used herein fringe benefits shall mean an employment benefit given by one's employer to an employee in addition to one's regular or normal wages or salary.

B. As used herein, fringe benefits do not include:

1. Compensation for personal services paid currently or accrued by the Contractor for services of employees rendered during the term of this Agreement, which is identified as regular or normal salaries and wages, annual leave, vacation, sick leave, holidays, jury duty and/or military leave/training
2. Director's and executive committee member's fees
3. Incentive awards and/or bonus incentive pay
4. Allowances for off-site pay
5. Location allowances
6. Hardship pay
7. Cost-of-living differentials

C. Specific allowable fringe benefits include:

1. Fringe benefits in the form of employer contributions for the employer's portion of payroll taxes (i.e., FICA, SUI, SDI), employee health plans (i.e., health, dental and vision), unemployment insurance, worker's compensation insurance, and the employer's share of pension/retirement plans, provided they are granted in accordance with established written organization policies and meet all legal and Internal Revenue Service requirements.

D. To be an allowable fringe benefit, the cost must meet the following criteria:

1. Be necessary and reasonable for the performance of the Agreement.
2. Be determined in accordance with generally accepted accounting principles.
3. Be consistent with policies that apply uniformly to all activities of the Contractor.

E. Contractor agrees that all fringe benefits shall be at actual cost.

Exhibit D
Special Terms and Conditions

F. Earned/Accrued Compensation

1. Compensation for vacation, sick leave and holidays is limited to that amount earned/accrued within the agreement term. Unused vacation, sick leave and holidays earned from periods prior to the agreement term cannot be claimed as allowable costs. See section F.3.A. below for an example.

2. For multiple year agreements, vacation and sick leave compensation, which is earned/accrued but not paid, due to employee(s) not taking time off may be carried over and claimed within the overall term of the multiple years of the Agreement. Holidays cannot be carried over from one agreement year to the next. See Provision F.3.B. for an example.

3. For single year agreements, vacation, sick leave and holiday compensation that is earned/accrued but not paid, due to employee(s) not taking time off within the term of the Agreement, cannot be claimed as an allowable cost. See Provision F.3.C. for an example.

   A. Example No. 1:

      If an employee, John Doe, earns/accrues three weeks of vacation and twelve days of sick leave each year, then that is the maximum amount that may be claimed during a one year agreement. If John Doe has five weeks of vacation and eighteen days of sick leave at the beginning of an agreement, the Contractor during a one-year budget period may only claim up to three weeks of vacation and twelve days of sick leave as actually used by the employee. Amounts earned/accrued in periods prior to the beginning of the Agreement are not an allowable cost.

   B. Example No. 2:

      If during a three-year (multiple year) agreement, John Doe does not use his three weeks of vacation in year one, or his three weeks in year two, but he does actually use nine weeks in year three; the Contractor would be allowed to claim all nine weeks paid for in year three. The total compensation over the three-year period cannot exceed 156 weeks (3 x 52 weeks).

   C. Example No. 3:

      If during a single year agreement, John Doe works fifty weeks and used one week of vacation and one week of sick leave and all fifty-two weeks have been billed to CDPH, the remaining unused two weeks of vacation and seven days of sick leave may not be claimed as an allowable cost.

Exhibit D
Special Terms and Conditions

14. Cancellation

A. This agreement may be cancelled by CDPH **without cause** upon 30 calendar days advance written notice to the Contractor.

B. CDPH reserves the right to cancel or terminate this agreement immediately for cause. The Contractor may submit a written request to terminate this agreement only if CDPH substantially fails to perform its responsibilities as provided herein.

C. The term “for cause” shall mean that the Contractor fails to meet the terms, conditions, and/or responsibilities of this agreement.

D. Agreement termination or cancellation shall be effective as of the date indicated in CDPH’s notification to the Contractor. The notice shall stipulate any final performance, invoicing or payment requirements.

E. Upon receipt of a notice of termination or cancellation, the Contractor shall take immediate steps to stop performance and to cancel or reduce subsequent agreement costs.

F. In the event of early termination or cancellation, the Contractor shall be entitled to compensation for services performed satisfactorily under this agreement and expenses incurred up to the date of cancellation and any non-cancelable obligations incurred in support of this agreement.

Exhibit E
Additional Provisions

1. Insurance Requirements

A. General Provisions Applying to All Policies

1. Coverage Term – Coverage needs to be in force for the complete term of the Agreement. If insurance expires during the term of the Agreement, a new certificate and required endorsements must be received by the State at least ten (10) business days prior to the expiration of this insurance. Any new insurance must comply with the original Agreement terms.

2. Policy Cancellation or Termination and Notice of Non-Renewal – Contractor shall provide to the CDPH within five (5) business days following receipt by Contractor a copy of any cancellation or non-renewal of insurance required by this Contract. In the event Contractor fails to keep in effect at all times the specified insurance coverage, the CDPH may, in addition to any other remedies it may have, terminate this Contract upon the occurrence of such event, subject to the provisions of this Contract.

3. Premiums, Assessments and Deductibles – Contractor is responsible for any premiums, policy assessments, deductibles or self-insured retentions contained within their insurance program.

4. Primary Clause – Any required insurance contained in this Agreement shall be primary and not excess or contributory to any other insurance carried by the CDPH.

5. Insurance Carrier Required Rating – All insurance companies must carry an AM Best rating of at least "A–" with a financial category rating of no lower than VI. If

   Contractor is self-insured for a portion or all of its insurance, review of financial information including a letter of credit may be required.

6. Endorsements – Any required endorsements requested by the CDPH must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.

7. Inadequate Insurance – Inadequate or lack of insurance does not negate Contractor's obligations under the Agreement.

8. Use of Subcontractors - In the case of Contractor's utilization of Subcontractors to complete the contracted scope of work, Contractor shall include all Subcontractors as insured under Contractor's insurance or supply evidence of the Subcontractor's insurance to the CDPH equal to policies, coverages, and limits required of Contractor.

Exhibit E
Additional Provisions

B. Insurance Coverage Requirements

Contractor shall display evidence of certificate of insurance evidencing the following coverage:

1. Commercial General Liability – Contractor shall maintain general liability with limits not less than $1,000,000 per occurrence for bodily injury and property damage combined with a $2,000,000 annual policy aggregate. The policy shall include coverage for liabilities arising out of premises, operations, independent Contractors, products, completed operations, personal and advertising injury, and liability assumed under an insured Agreement. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to Contractor's limit of liability. The policy shall be endorsed to include, "The State of California, its officers, agents and employees,
are included as additional insured, but only with respect to work performed for the state of California under this agreement." This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.

2. Automobile Liability (when required) – Contractor shall maintain motor vehicle liability insurance with limits not less than $1,000,000 combined single limit per accident. Such insurance shall cover liability arising out of a motor vehicle including owned, hired and non-owned motor vehicles. Should the scope of the Agreement involve transportation of hazardous materials, evidence of an MCS-90 endorsement is required. The policy shall be endorsed to include, "The State of California, its officers, agents and employees,
are included as additional insured, but only with respect to work performed for the state of California under this agreement." This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.

3. Worker's Compensation and Employer's Liability (when required) – Contractor shall maintain statutory worker's compensation and employer's liability coverage for all its employees who will be engaged in the performance of the Agreement. Employer's liability limits of $1,000,000 are required. When work is performed on State owned or controlled property the policy shall contain a waiver of subrogation endorsement in favor of the State. This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.

4. Professional Liability (when required) – Contractor shall maintain professional liability covering any damages caused by a negligent error act or omission with limits not less than $1,000,000 per occurrence and $1,000,000 policy aggregate. The policy's retroactive date must be displayed on the certificate of insurance and must be before the date this Agreement was executed or before the beginning of Agreement work.

Exhibit E
Additional Provisions

5. Environmental/Pollution Liability (when required) – Contractor shall maintain pollution liability for limits not less than $1,000,000 per claim covering Contractor's liability for bodily injury, property damage and environmental damage resulting from pollution and related cleanup costs incurred arising out of the work or services to be performed under this Agreement. Coverage shall be provided for both work performed on site as well as transportation and proper disposal of hazardous materials. The policy shall be endorsed to include, "The State of California, its officers, agents and employees,
are included as additional insured, but only with respect to work performed for the state of California under this agreement." This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.

6. Aircraft Liability (when required) - Contractor shall maintain aircraft liability with a limit not less than $3,000,000. The policy shall be endorsed to include, "The State of California, its officers, agents and employees, are included as additional insured, but only with respect to work performed for the state of California under this agreement." This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.

Exhibit F
Federal Terms and Conditions

(For Federally Funded Subvention/Local Assistance Agreement rev 02/2022)

The use of headings or titles throughout this exhibit is for convenience only and shall not be used to interpret or to govern the meaning of any specific term or condition.

This Exhibit contains provisions that require strict adherence to various contracting laws and shall be used for agreement funded in whole or in part by Federal Funds.

1. Federal Contract Funds
2. Federal Equal Employment Opportunity Requirements
3. Debarment and Suspension Certification
4. Covenant Against Contingent Fees
5. Lobbying Restrictions and Disclosure Certification
6. Additional Restrictions
7. Federal Requirements
8. Air and Water Pollution Requirements
9. Smoke-Free Workplace Certification
10. Use of Small, Minority Owned and Women's Businesses
11. Human Subjects Use Requirements
12. Financial and Compliance Audit Requirements
13. Audit and Record Retention

Exhibit F
Federal Terms and Conditions

1. Federal Contract Funds

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

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

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

D. CDPH has the option to invalidate or cancel the Agreement with 30-days advance written notice or to amend the Agreement to reflect any reduction in funds.

2. Federal Equal Opportunity Requirements

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

B. The Contractor will, in all solicitations or advancements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era.

C. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice, to be provided by

the Federal Government or the State, advising the labor union or workers' representative of the Contractor's commitments under the provisions herein and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. The Contractor will comply with all provisions of and furnish all information and reports required by Section 503 of the Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212) and of the Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and of the rules, regulations, and relevant orders of the Secretary of Labor.

E. The Contractor will furnish all information and reports required by Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and the Rehabilitation Act of 1973, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the State and its designated representatives and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

F. In the event of the Contractor's noncompliance with the requirements of the provisions herein or with any federal rules, regulations, or orders which are referenced herein, this Agreement may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further federal and state contracts in accordance with procedures authorized in Federal Executive Order No. 11246 as amended and such other sanctions may be imposed and remedies invoked as provided in Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

G. The Contractor will include the provisions of Paragraphs a through g in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or Section 503 of the Rehabilitation Act of 1973 or (38 U.S.C. 4212) of the Vietnam Era Veteran's Readjustment Assistance Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs or CDPH may direct as a means of enforcing such provisions including sanctions for noncompliance provided, however, that in the event the Contractor becomes involved in, or is threatened with litigation by a subcontractor or

vendor as a result of such direction by CDPH, the Contractor may request in writing to CDPH, who, in turn, may request the United States to enter into such litigation to protect the interests of the State and of the United States.

3. Debarment and Suspension Certification

A. By signing this Agreement, the Contractor agrees to comply with applicable federal suspension and debarment regulations including, but not limited to 7 CFR Part 3017, 45 CFR 76, 40 CFR 32 or 34 CFR 85.

B. By signing this Agreement, the Contractor certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;

2. Have not within a three-year period preceding this application/proposal/agreement been convicted of or had a civil judgment rendered against them for 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; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. 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 B.2. herein; and

4. Have not within a three-year period preceding this application/proposal/agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

5. Shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under federal regulations (i.e., 48 CFR part 9, subpart 9.4), debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction, unless authorized by the State.

6. Will include a clause entitled, "Debarment and Suspension Certification" that essentially sets forth the provisions herein, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

C. If the Contractor is unable to certify to any of the statements in this certification, the Contractor shall submit an explanation to the CDPH Contract Manager.

D. The terms and definitions herein have the meanings set out in the Definitions and Coverage sections of the rules implementing Federal Executive Order 12549.

E. If the Contractor knowingly violates this certification, in addition to other remedies available to the Federal Government, the CDPH may terminate this Agreement for cause or default.

Exhibit F
Federal Terms and Conditions

4. Covenant Against Contingent Fees

The Contractor warrants that no person or selling agency has been employed or retained to solicit/secure this Agreement upon an agreement of understanding for a commission, percentage, brokerage, or contingent fee, except *bona fide* employees or *bona fide* established commercial or selling agencies retained by the Contractor for the purpose of securing business. For breach or violation of this warranty, CDPH shall have the right to annul this Agreement without liability or in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, and brokerage or contingent fee.

5. Lobbying Restrictions and Disclosure Certification

(Applicable to federally funded agreements in excess of $100,000 per Section 1352 of the 31, U.S.C.)

A. Certification and Disclosure Requirements

1. Each person (or recipient) who requests or receives a contract or agreement, subcontract, grant, or subgrant, which is subject to Section 1352 of the 31, U.S.C., and which exceeds $100,000 at any tier, shall file a certification (in the form set forth in Attachment 1, consisting of one page, entitled “Certification Regarding Lobbying”) that the recipient has not made, and will not make, any payment prohibited by Paragraph b of this provision.

2. Each recipient shall file a disclosure (in the form set forth in Attachment 2, entitled “Standard Form-LLL ‘disclosure of Lobbying Activities’”) if such recipient has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered federal action) in connection with a contract, or grant or any extension or amendment of that contract, or grant, which would be prohibited under Paragraph b of this provision if paid for with appropriated funds.

3. Each recipient shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affect the accuracy of the information contained in any disclosure form previously filed by such person under Paragraph a(2) herein. An event that materially affects the accuracy of the information reported includes:

   (a) A cumulative increase of $25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered federal action;

   (b) A change in the person(s) or individuals(s) influencing or attempting to influence a covered federal action; or

   (c) A change in the officer(s), employee(s), or member(s) contacted for the purpose of influencing or attempting to influence a covered federal action.

4. Each person (or recipient) who requests or receives from a person referred to in Paragraph

a(1) of this provision a contract or agreement, subcontract, grant or subgrant exceeding $100,000 at any tier under a contract or agreement, or grant shall file a certification, and a disclosure form, if required, to the next tier above.

5. All disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the person referred to in Paragraph a(1) of this provision. That person shall forward all disclosure forms to CDPH Program Contract Manager.

B. Prohibition

Section 1352 of Title 31, U.S.C., provides in part that no appropriated funds may be expended by the recipient of a federal contract or agreement, grant, loan, or cooperative agreement to pay 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 any of the following covered federal actions: the awarding of any federal contract or agreement, the making of any federal grant, the making of any federal loan, entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract or agreement, grant, loan, or cooperative agreement.

6. **Additional Restrictions**

(Applicable to all contracts funded in whole or in part with funding from the federal Departments of Labor, Health and Human Services (including CDC funding), or Education.)

Contractor shall comply with the restrictions under Division F, Title V, Section 503 of the Consolidated Appropriations Act, 2012 (H.R. 2055), which provides that:

"**SEC. 503.**(a) No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111–148 shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the Congress or any State or local legislature or legislative body, except in presentation to the Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government, except in presentation to the executive branch of any State or local government itself.

(b) No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111–148 shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.

(c) The prohibitions in subsections (a) and (b) shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control."

7. Federal Requirements

Contractor agrees to comply with and shall require all subcontractors, if any, to comply with all applicable Federal requirements including but not limited to the United States Code, the Code of Federal Regulations, the Funding Opportunity Announcement, the Notice of Award, the funding agreement, and any memoranda or letter regarding the applicable Federal requirements.

8. Air or Water Pollution Requirements

Any federally funded agreement and/or subcontract in excess of $100,000 must comply with the following provisions unless said agreement is exempt under 40 CFR 15.5.

A. Government contractors agree to comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act [42 U.S.C. 1857(h)], section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

B. Institutions of higher education, hospitals, nonprofit organizations and commercial businesses agree to comply with all applicable standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. 7401 et seq.), as amended, and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended.

9. Smoke-Free Workplace Certification

(Applicable to agreements that provide health, day care, early childhood development services, education or library services to children under 18 directly or through local governments.)

A. Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through state or local governments, by federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed.

B. Failure to comply with the provisions of the law may result in the imposition of a civil monetary

penalty of up to $1,000 for each violation and/or the imposition of an administrative compliance order on the responsible party.

C. By signing this Agreement, Contractor certifies that it will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act. The prohibitions herein are effective December 26, 1994.

D. Contractor further agrees that it will insert this certification into any subawards entered into that provide for children's services as described in the Act.

10. Use of Small, Minority Owned and Women's Businesses

Positive efforts shall be made to use small businesses, minority-owned firms and women's business enterprises, whenever possible (i.e., procurement of goods and/or services). Contractors shall take all of the following steps to further this goal.

A. Ensure that small businesses, minority-owned firms, and women's business enterprises are used to the fullest extent practicable.

B. Make information on forthcoming purchasing and contracting opportunities available and arrange time frames for purchases and contracts to encourage and facilitate participation by small businesses, minority-owned firms, and women's business enterprises.

C. Consider in the contract process whether firms competing for larger contracts intend to subcontract with small businesses, minority-owned firms, and women's business enterprises.

D. Encourage contracting with consortiums of small businesses, minority-owned firms and women's business enterprises when a contract is too large for one of these firms to handle individually.

E. Use the services and assistance, as appropriate, of such organizations as the Federal Small Business Administration and the U.S. Department of Commerce's Minority Business Development Agency in the solicitation and utilization of small businesses, minority-owned firms and women's business enterprises.

11. Human Subjects Use Requirements

(Applicable only to agreements that include any tests or examination of materials derived from the human body.)

By signing this Agreement, Contractor agrees that if any performance under this Agreement or any subcontract or subagreement includes any tests or examination of materials derived from the human body for the purpose of providing information, diagnosis, prevention, treatment or assessment of disease, impairment, or health of a human being, all locations at which such examinations are performed shall meet the requirements of 42 U.S.C. Section 263a (CLIA) and the regulations thereunder.

Exhibit F
Federal Terms and Conditions

12. Financial and Compliance Audit Requirements

By signing this Agreement, the Contractor/Subcontractor agrees to abide by all requirements specified in 2 CFR 200 *et seq*., 2 CFR *et seq*., as applicable, including but not limited to obtainingg an annual audit, and any subsequent federal regulatory additions or revisions.

A. The definitions used in this provision are contained in Section 38040 of the Health and Safety Code, which by this reference is made a part hereof.

B. Direct service contract means a contract or agreement for services contained in local assistance or subvention programs or both (see Health and Safety [H&S] Code section 38020). Direct service contracts shall not include contracts, agreements, grants, or subventions to other governmental agencies or units of government nor contracts or agreements with regional centers or area agencies on aging (H&S Code section 38030).

C. The Contractor, as indicated below, agrees to obtain one of the following audits:

1. If the Contractor is a nonprofit organization (as defined in H&S Code section 38040) and receives **$25,000 or more** from any State agency under a direct service contract or agreement; the Contractor agrees to obtain an annual single, organization wide, financial and compliance audit. Said audit shall be conducted according to Generally Accepted Auditing Standards. This audit does not fulfill the audit requirements of Paragraph C.3. below. The audit shall be completed by the 15th day of the fifth month following the end of the Contractor's fiscal year, **and/or**

2. If the Contractor is a nonprofit organization (as defined in H&S Code section 38040) and receives **less than $25,000** per year from any State agency under a direct service contract or agreement, the Contractor agrees to obtain a biennial single, organization wide financial and compliance audit, unless there is evidence of fraud or other violation of state law in connection with this Agreement. This audit does not fulfill the audit requirements of Paragraph C.3. below. The audit shall be completed by the 15th day of the fifth month following the end of the Contractor's fiscal year, **and/or**

3. If the Contractor is a State or Local Government entity or Nonprofit organization (as defined in 2CFR Part 200) and expends $750,000 or more in Federal awards, the Contractor agrees to obtain an annual single, organization wide, financial and compliance audit according to the requirements specified in 2CFR Part 200. An audit conducted pursuant to this provision will fulfill the audit requirements outlined in Paragraphs C.1. and C.2. above. The audit shall be completed by the end of the ninth month following the end of the audit period. The requirements of this provision apply if:

   (a) The Contractor is a recipient expending Federal awards received directly from Federal awarding agencies, or

   (b) The Contractor is a subrecipient expending Federal awards received from a pass-through entity such as the State, County or community based organization.

Exhibit F
Federal Terms and Conditions

4. If the Contractor submits to CDPH a report of an audit other than a single audit, the Contractor must also submit a certification indicating the Contractor has not expended $750,000 or more in federal funds for the year covered by the audit report.

D. Two copies of the audit report shall be delivered to the CDPH program funding this Agreement. The audit report must identify the Contractor's legal name and the number assigned to this Agreement. The audit report shall be due within 30 days after the completion of the audit. Upon receipt of said audit report, the CDPH Program Contract Manager shall forward the audit report to CDPH's Audits and Investigations Unit if the audit report was submitted under Section 16.C.3., unless the audit report is from a City, County, or Special District within the State of California whereby the report will be retained by the funding program.

E. The cost of the audits described herein may be included in the funding for this Agreement up to the proportionate amount this Agreement represents of the Contractor's total revenue. The CDPH program funding this Agreement must provide advance written approval of the specific amount allowed for said audit expenses.

F. The State or its authorized designee, including the Bureau of State Audits, is responsible for conducting agreement performance audits which are not financial and compliance audits. Performance audits are defined by Generally Accepted Government Auditing Standards.

G. Nothing in this Agreement limits the State's responsibility or authority to enforce State law or regulations, procedures, or reporting requirements arising thereto.

H. Nothing in this provision limits the authority of the State to make audits of this Agreement, provided however, that if independent audits arranged for by the Contractor meet Generally Accepted Governmental Auditing Standards, the State shall rely on those audits and any additional audit work and shall build upon the work already done.

I. The State may, at its option, direct its own auditors to perform either of the audits described above. The Contractor will be given advance written notification, if the State chooses to exercise its option to perform said audits.

J. The Contractor shall include a clause in any agreement the Contractor enters into with the audit firm doing the single organization wide audit to provide access by the State or Federal Government to the working papers of the independent auditor who prepares the single organization wide audit for the Contractor.

K. Federal or state auditors shall have "expanded scope auditing" authority to conduct specific program audits during the same period in which a single organization wide audit is being performed, but the audit report has not been issued. The federal or state auditors shall review and have access to the current audit work being conducted and will not apply any testing or review procedures which have not been satisfied by previous audit work that has been completed.

Exhibit F
Federal Terms and Conditions

The term "expanded scope auditing" is applied and defined in the U.S. General Accounting Office (GAO) issued Standards for *Audit of Government Organizations, Programs, Activities and Functions*, better known as the "yellow book".

13. Audit and Record Retention

(Applicable to agreements in excess of $10,000.)

A. The Contractor shall maintain books, records, documents, and other evidence, accounting procedures and practices, sufficient to properly reflect all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this Agreement, including any matching costs and expenses. The foregoing constitutes "records" for the purpose of this provision.

B. The Contractor's facility or office or such part thereof as may be engaged in the performance of this Agreement and his/her records shall be subject at all reasonable times to inspection, audit, and reproduction.

C. Contractor agrees that CDPH, the Department of General Services, the Bureau of State Audits, or their designated representatives including the Comptroller General of the United States shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. 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, the 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. (GC 8546.7, CCR Title 2, Section 1896).

D. The Contractor shall preserve and make available his/her records (1) for a period of three years from the date of final payment under this Agreement, and (2) for such longer period, if any, as is required by applicable statute, by any other provision of this Agreement, or by subparagraphs (1) or (2) below.

   1. If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of three years from the date of any resulting final settlement.

   2. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three-year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular three-year period, whichever is later.

E. The Contractor shall comply with the above requirements and be aware of the penalties for violations of fraud and for obstruction of investigation as set forth in Public Contract Code § 10115.10, if applicable.

F. The Contractor may, at its discretion, following receipt of final payment under this Agreement, reduce its accounts, books and records related to this Agreement to microfilm, computer disk,

Exhibit F
Federal Terms and Conditions

CD ROM, or other data storage medium. Upon request by an authorized representative to inspect, audit or obtain copies of said records, the Contractor and/or Subcontractor must supply or make available applicable devices, hardware, and/or software necessary to view, copy and/or print said records. Applicable devices may include, but are not limited to, microfilm readers and microfilm printers, etc.

G. The Contractor shall, if applicable, comply with the Single Audit Act and the audit reporting requirements set forth in Title 2 of the Code of Federal Regulations, Part 200 (2CFR Part 200).

Exhibit F
Federal Terms and Conditions

STATE OF CALIFORNIA
CALIFORNIA DEPARTMENT OF PUBLIC HEALTH
CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making, awarding or entering into of this Federal contract, Federal grant, or cooperative agreement, and the extension, continuation, renewal, amendment, or modification of this Federal contract, grant, 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 agency of the United States Government, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, “Disclosure of Lobbying Activities" in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontractor’s, subcontracts, and contracts under cooperative agreements) of $100,000 or more, and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C., 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.

Name of Contractor	Printed Name of Person Signing for Contractor
Contract Number	Signature of Person Signing for Contractor
Date	Title

Complete the information above and return as part of the instructions

Exhibit F
Federal Terms and Conditions

CERTIFICATION REGARDING LOBBYING Approved by OMB
Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352 0348-0046
(See reverse for public burden disclosure)

1. Type of Federal Action: [ ] a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: [ ] a. bid/offer/application b. initial award c. post-award	3. Report Type: [ ] a. initial filing b. material change For Material Change Only: Year _____ quarter _____ date of last report _____.

4. Name and Address of Reporting Entity: ☐ Prime ☐ Subawardee Tier ___, if known: Congressional District, If known:	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, If known:
6. Federal Department/Agency	7. Federal Program Name/Description: CDFA Number, if applicable: _____
8. Federal Action Number, if known:	9. Award Amount, if known: $
10.a. Name and Address of Lobbying Registrant *(If individual, last name, first name, MI)*:	b. Individuals Performing Services *(including address if different from 10a.* *(Last name, First name, MI):*
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. required disclosure shall be subject to a not more than $100,000 for each such failure.	Signature: _____ Print Name: _____ Title: Telephone No.: _____ Date: _____

Federal Use Only	Authorized for Local Reproduction Standard Form-LLL (Rev. 7-97)

Exhibit F
Federal Terms and Conditions

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

Exhibit F
Federal Terms and Conditions

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

    (b) Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are 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 OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

Addendum
Cooperative Agreement for Tuberculosis Elimination and Laboratory in the State of California

Required Disclosures for Federal Awardee Performance and Integrity Information System (FAPIIS):

Consistent with 45 CFR 75.113, applicants and recipients must disclose in a timely manner, in writing to the CDC, with a copy to the HHS Office of Inspector General (OIG), all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award.

Subrecipients must disclose, in a timely manner in writing to the prime recipient (pass through entity) and the HHS OIG, all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Disclosures must be sent in writing to the CDC and to the HHS OIG at the following addresses:

CDC Office of Grants Services
Terrian J. Dixon, Grants Management Officer/Specialist
Centers for Disease Control and Prevention
Infectious Disease Services Branch
2939 Flowers Road, MS TV-2
Atlanta, GA 30341
Email: Tdixon@cdc.gov (Include “Mandatory Grant Disclosures” in subject line)

AND

U.S. Department of Health and Human Services
Office of the Inspector General
ATTN: Mandatory Grant Disclosures, Intake Coordinator
330 Independence Avenue, SW
Cohen Building, Room 5527
Washington, DC 20201

Fax: (202)-205-0604 (Include “Mandatory Grant Disclosures” in subject line) or
Email: MandatoryRecipientDisclosures@oig.hhs.gov

Recipients must include this mandatory disclosure requirement in all subawards and contracts under this award.

Darfur Contracting Act
CERTIFICATION

Public Contract Code Sections 10475-10481 applies to any company that currently or within the previous three years has had business activities or other operations outside of the United States. For such a company to bid on or submit a proposal for a State of California contract, the company must certify that it is either a) not a scrutinized company; or b) a scrutinized company that has been granted permission by the Department of General Services to submit a proposal.

If your company has not, within the previous three years, had any business activities or other operations outside of the United States, you do **not** need to complete this form.

OPTION #1 - CERTIFICATION

If your company, within the previous three years, has had business activities or other operations outside of the United States, in order to be eligible to submit a bid or proposal, please insert your company name and Federal ID Number and complete the certification below.

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that a) the prospective proposer/bidder named below is **not** a scrutinized company per Public Contract Code 10476; and b) I am duly authorized to legally bind the prospective proposer/bidder named below. This certification is made under the laws of the State of California.

Company/Vendor Name (Printed)	*Federal ID Number*
By (Authorized Signature)	*Date*
Printed Name and Title of Person Signing	

OPTION #2 – WRITTEN PERMISSION FROM DGS

Pursuant to Public Contract Code Section 10477(b), the Director of the Department of General Services may permit a scrutinized company, on a case-by-case basis, to bid on or submit a proposal for a contract with a state agency for goods or services, if it is in the best interest of the state. If you are a scrutinized company that has obtained written permission from the DGS to submit a bid or proposal, complete the information below.

We are a scrutinized company as defined in Public Contract Code section 10476, but we have received written permission from the Department of General Services to submit a bid or

proposal pursuant to Public Contract Code section 10477(b). A copy of the written permission from DGS is included with our bid or proposal.

Company/Vendor Name (Printed)	*Federal ID Number*
By (Authorized Signature)	*Date*
Printed Name and Title of Person Signing	

Contractor Certification Clauses
CERTIFICATION

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

Contractor/Bidder Firm Name (Printed)	Federal ID Number

By (Authorized Signature)

Printed Name and Title of Person Signing

Date Executed	Executed in the County of

CONTRACTOR CERTIFICATION CLAUSES

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

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

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

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

1) the dangers of drug abuse in the workplace;

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

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

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

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

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

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

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

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

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

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

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

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

6. SWEATFREE CODE OF CONDUCT:

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

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonablyrequired by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

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

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

DOING BUSINESS WITH THE STATE OF CALIFORNIA

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

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

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

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

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

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

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

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

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

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

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

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

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

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

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

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

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

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

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

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

Certification of Established Electronic Directly Observed Therapy (eDOT) Policy and Procedures

Jurisdiction: _____

Local Assistance Subvention Award

The Contactor named above hereby certifies that a policy and procedures document has been established for the use of electronic directly observed therapy (eDOT) that includes the minimum requirements listed in the California Department of Public Health-California Tuberculosis Controllers Association joint guidelines, "Guidelines for Electronic Directly Observed Therapy (eDOT) Program Protocols in California 2016."

Please sign and return this form with your funding request for equipment and services for use with eDOT.

_____ _____

Authorized Signature Date

_____

Print Name

_____

Title

Guidelines for eDOT Program Protocols in California 2016 can be found on the CTCA website at: https://ctca.org/wp-content/uploads/2018/11/CDPH_CTCA-eDOT-Guidelines-Cleared-081116.pdf

CALIFORNIA DEPARTMENT OF PUBLIC HEALTH
Tuberculosis Control Branch (TBCB)

Thank you for your interest in being a subawardee and working with us to provide services under the ***Project Grants and Cooperative Agreements for Tuberculosis Control Programs*** administered by the Centers for Disease Control and Prevention. Subrecipients will assist State, local health agencies, political subdivisions, and other government entities to conduct tuberculosis (TB) preventive health service programs to assist in carrying out TB control activities designed to prevent transmission of infection and disease.

As a condition of the grant, the Notice of Award (NOA) and the General Terms and Conditions are attached for your records and reference. The Category of Federal Domestic Assistance (CFDA) number is 93.116 - Project Grants and Cooperative Agreements for Tuberculosis Control Programs. You can obtain general information about the grant by searching the CFDA number on https://beta.sam.gov/. The Notice of Award Number for Federal Fiscal Year 2023 is 5 NU52PS910219-04-00.

Subrecipient's Name:	County of XXXX	
Digital signature of person agreeing to NOA T&C:		
Printed Name/Date Signed:		
Funding Source(s):	Project Grants and Cooperative Agreements for Tuberculosis Control Programs	

Please answer the following questions below:

1. Is your agency registered in the System for Award Management (SAM)?

   (Check one) ☐ Yes ☐ No

   If so, please attach a SAM screenshot confirming your active status in SAM.

2. What is your agency's Unique Entity Identifier (UEI)/Data Universal Numbering System (DUNS) number?

3. I have read the attached Notice of Award and the General Terms and Conditions. I agree to adhere to the General Terms and Conditions.

   (Check one) ☐ Yes ☐ No

4. I have attached my agency's most current Single Audit; or financial and performance evaluations because my agency is exempt from the Single Audit Requirement.

   (Check one) ☐ Yes ☐ No

The following Terms and Definitions are for use by the TBCB and Subrecipients.

Terms and Definitions:

1) **Category of Federal Domestic Assistance (CFDA) number** identifies the federal assistance program and provides general information about the grant, such as the program objectives. This **must** be shared with potential subrecipients prior to entering into contract negotiations (2 CFR § 200.331).

2) **System for Award Management (SAM) and Unique Entity Identifier (UEI) Requirements** (2 CFR 25.200(b)):
   - The potential subrecipient that applies (1) must be registered in **SAM** prior to submitting an application of plan.
   - The subrecipient (2) must also maintain an active SAM registration with current information at all times during which it has an active Federal award or an application or plan under consideration by an agency.
   - The subrecipient (3) must provide its **UEI** number in each application or plan.

   SAM aka CCR = Central Contractor Registration
   SAM is the Federal repository into which a subrecipient must provide information required for the conduct of business as a subrecipient. Registration information is available at the SAM Website https://www.sam.gov/.

   Requirement for SAM
   Unless exempted from this requirement under 2 CFR § 25.110*, the subrecipient **must maintain their current information** in the SAM. This requires that the subrecipient review and update their information at least annually after the initial registration, and more frequently if required by changes in their information or another award term. (*2 CFR § 25.110 (b) and (c) **exempts individuals and Federal agencies**. See statute for more information.)

   UEI = DUNS = Data Universal Numbering System – Established and Assigned by Dunn & Bradstreet (D&B), UEI is the nine-digit number established and assigned by D&B to uniquely identify business entities. A UEI number can be obtained from D&B by telephone (currently 866-705-5711) or online https://fedgov.dnb.com/webform (works best with Internet Explorer).

DEPARTMENT OF HEALTH AND HUMAN SERVICES

Centers for Disease Control and Prevention

Notice of Award

Award# 5 NU52PS910219-04-00
FAIN# NU52PS910219
Federal Award Date: 12/14/2022

Recipient Information

1. Recipient Name
Public Health, California Department of
1615 Capitol Ave
Sacramento, CA 95814-5015
(916) 552-8264

2. Congressional District of Recipient
06

3. Payment System Identifier (ID)
1743204993A1

4. Employer Identification Number (EIN)
743204993

5. Data Universal Numbering System (DUNS)
799150615

6. Recipient's Unique Entity Identifier (UEI)
KD2JSY6LNMW7

7. Project Director or Principal Investigator
Dr. Jennifer Flood, M.D.
jennifer.flood@cdph.ca.gov
510-620-3000

8. Authorized Official
Ms. Susan Fanelli
Susan.Fanelli@cdph.ca.gov
916-650-6710

Federal Agency Information
CDC Office of Financial Resources

9. Awarding Agency Contact Information
Terrian Dixon
Grants Management Officer
thd4@cdc.gov
770-488-2774

10.Program Official Contact Information
Mr. Shameer Poonja
Program Officer
sqp2@cdc.gov
4044981432

Federal Award Information

11. Award Number
5 NU52PS910219-04-00

12. Unique Federal Award Identification Number (FAIN)
NU52PS910219

13. Statutory Authority
PHS ACT, SECT. 318 (42U.S.C. SEC 247C)

14. Federal Award Project Title
Cooperative Agreement for Tuberculosis Elimination and Laboratory in the state of California

15. Assistance Listing Number
93.116

16. Assistance Listing Program Title
Project Grants and Cooperative Agreements for Tuberculosis Control Programs

17. Award Action Type
Non-Competing Continuation

18. Is the Award R&D?
No

Summary Federal Award Financial Information

19.	**Budget Period Start Date** 01/01/2023 **- End Date** 12/31/2023	
20.	**Total Amount of Federal Funds Obligated by this Action**	$2,262,934.00
	20a. Direct Cost Amount	$2,205,971.00
	20b. Indirect Cost Amount	$56,963.00
21.	Authorized Carryover	$0.00
22.	Offset	$0.00
23.	Total Amount of Federal Funds Obligated this budget period	$0.00
24.	**Total Approved Cost Sharing or Matching, where applicable**	$0.00
25.	**Total Federal and Non-Federal Approved this Budget Period**	$2,262,934.00
26.	**Period of Perfomance Start Date** 01/01/2020 **- End Date** 12/31/2024	
27.	Total Amount of the Federal Award including Approved Cost Sharing or Matching this Period of Performance	$48,084,871.00

28. Authorized Treatment of Program Income
ADDITIONAL COSTS

29. Grants Management Officer – Signature
Mr. Arthur Lusby
Grants Management Officer, Team Lead

30. Remarks

Non-Competing Continuation: Financial Assistance in the amount of $$2,262,934

Direct Assistance (DA): DA is awarded in the amount of $10,000

DEPARTMENT OF HEALTH AND HUMAN SERVICES

Centers for Disease Control and Prevention

Notice of Award

Award# 5 NU52PS910219-04-00
FAIN# NU52PS910219
Federal Award Date: 12/14/2022

Recipient Information

Recipient Name
Public Health, California Department of
1615 Capitol Ave
Sacramento, CA 95814-5015
(916) 552-8264

Congressional District of Recipient
06

Payment Account Number and Type
1743204993A1

Employer Identification Number (EIN) Data
743204993

Universal Numbering System (DUNS)
799150615

Recipient's Unique Entity Identifier (UEI)
KD2JSY6LNMW7

31. Assistance Type
Cooperative Agreement

32. Type of Award
Other

33. Approved Budget
(Excludes Direct Assistance)

I. Financial Assistance from the Federal Awarding Agency Only
II. Total project costs including grant funds and all other financial participation

a. Salaries and Wages	$128,173.00
b. Fringe Benefits	$73,110.00
c. Total Personnel Costs	$201,283.00
d. Equipment	$0.00
e. Supplies	$0.00
f. Travel	$0.00
g. Construction	$0.00
h. Other	$124,247.00
i. Contractual	$1,880,441.00
j. TOTAL DIRECT COSTS	$2,205,971.00
k. INDIRECT COSTS	$56,963.00
l. TOTAL APPROVED BUDGET	$2,262,934.00
m. Federal Share	$2,262,934.00
n. Non-Federal Share	$0.00

34. Accounting Classification Codes

FY-ACCOUNT NO.	DOCUMENT NO.	ADMINISTRATIVE CODE	OBJECT CLASS	CFDA NO.	AMT ACTION FINANCIAL ASSISTANCE	APPROPRIATION
0-9211183	20NU52PS910219	PS	41.51	93.116	$0.00	75-20-0950
0-9213485	20NU52PS910219	PS	41.51	93.116	$0.00	75-20-0950
0-9214095	20NU52PS910219	PS	41.51	93.116	$0.00	75-20-0950
1-9211183	20NU52PS910219	PS	41.51	93.116	$0.00	75-21-0950
1-9213485	20NU52PS910219	PS	41.51	93.116	$0.00	75-21-0950
1-9214095	20NU52PS910219	PS	41.51	93.116	$0.00	75-21-0950
2-9211183	20NU52PS910219	PS	41.51	93.116	$0.00	75-22-0950
2-9213485	20NU52PS910219	PS	41.51	93.116	$0.00	75-22-0950
2-9214095	20NU52PS910219	PS	41.51	93.116	$0.00	75-22-0950
2-9390KBC	20NU52PS910219	PS	41.51	93.116	$0.00	75-2223-0943
3-9211183	20NU52PS910219	PS	41.51	93.116	$32,573.00	75-23-0950
3-9213485	20NU52PS910219	PS	41.51	93.116	$957,755.00	75-23-0950
3-9214095	20NU52PS910219	PS	41.51	93.116	$1,272,606.00	75-23-0950

Direct Assistance

BUDGET CATEGORIES	PREVIOUS AMOUNT (A)	AMOUNT THIS ACTION (B)	TOTAL (A + B)
Personnel	$0.00	$0.00	$0.00
Fringe Benefits	$0.00	$0.00	$0.00
Travel	$0.00	$10,000.00	$10,000.00
Equipment	$0.00	$0.00	$0.00
Supplies	$0.00	$0.00	$0.00
Contractual	$0.00	$0.00	$0.00
Construction	$0.00	$0.00	$0.00
Other	$195.12	$0.00	$195.12
Total	$195.12	$10,000.00	$10,195.12

AWARD ATTACHMENTS

Public Health, California Department of 5 NU52PS910219-04-00

1. YEAR 04 TERMS AND CONDITIONS PS20 2001

AWARD INFORMATION

Incorporation: In addition to the federal laws, regulations, policies, and CDC General Terms and Conditions for Non-research awards at https://www.cdc.gov/grants/federal-regulations-policies/index.html, the Centers for Disease Control and Prevention (CDC) hereby incorporates Notice of Funding Opportunity (NOFO) number **CDC-RFA- PS20-2001**, entitled ***Tuberculosis Elimination and Laboratory Cooperative Agreement***, and application dated **September 15, 2022**, as may be amended, which are hereby made a part of this Non-research award, hereinafter referred to as the Notice of Award (NoA).

Approved Funding: Funding in the amount of **$9,051,737** is approved for the Year **04** budget period, which is **January 1, 2023** through **December 31, 2023**. All future year funding will be based on satisfactory programmatic progress and the availability of funds.

The federal award amount is subject to adjustment based on total allowable costs incurred and/or the value of any third party in-kind contribution when applicable.

Available Funding: The CDC is operating under a continuing resolution; as a result, the total available funding for the **Fiscal Year (FY) 04** budget period is contingent upon the enactment of applicable appropriation bill(s). Funding in the amount of **$2,262,934** in Financial Assistance (FA) is awarded on this NoA. The remainder of the budget period Approved Funding amount is subject to the availability of funds.

Funding	Amount
Base P&C Prevention & Control (P&C)	**$2,219,916**
Base Human Resource Development (HRD)	**$10,445**
Base Public Health Laboratory Strengthening	**$32,573**

Note: Refer to the Payment Information section for Payment Management System (PMS) subaccount information.

Financial Assistance Mechanism: Cooperative Agreement

Direct Assistance (DA): DA is awarded in the amount of **$10,000** for **Travel** in this budget period.

Substantial Involvement by CDC: This is a cooperative agreement and CDC will have substantial programmatic involvement after the award is made. Substantial involvement is in addition to all post-award monitoring, technical assistance, and performance reviews undertaken in the normal course of stewardship of federal funds.

CDC program staff will assist, coordinate, or participate in carrying out effort under the award, and recipients agree to the responsibilities therein, as detailed in the NOFO.

In a cooperative agreement, CDC staff are substantially involved in the program activities, above and beyond routine grant monitoring. CDC activities for this program are as follows:

Prevention and Control (P&C) CDC activities for this component are as follows:

- Providing assistance with collaborative activities with other services and organizations (e.g., Centers of Excellence [COEs], private providers, community health centers [CHCs], federally qualified health centers [FQHCs]).

- Providing consultation through the CDC TB Health Equity Workgroup on initiating and Maintaining activities to address health equity issues.

- Providing programmatic consultation and technical assistance in the development and implementation of new diagnostics and treatment services pertaining to TB control and revention and to expand the reach of the population served.

- Providing technical assistance and consultation for empirical data collection in diverse settings to better define economic and epidemiologic context of TB control.

- Providing technical assistance to identify and notify areas about large outbreaks.

- Following up with programs to collect standardized public health information for clustered and non-genotyped cases and assess need for supplemental assistance.

- Collaborating with TB Program Evaluation Network (TB PEN) Steering Committee to incorporating any emerging, promising, and/or best practices to increase transparency, accountability, and adaption of these practices.

- Providing CDC or other subject matter expertise, technical assistance to assist recipient in areas requested such as surveillance, information technology, informatics, PE, program science approaches to strategy implementation, community engagement, and collaboration to advance program activities to achieve outcomes.

- Supporting and collaborating to compile and publish accomplishments, performance measures, and lessons learned during the project period.

Human Resource Development (HRD) CDC activities for this component are as follows:

- Providing technical assistance, as needed in assessing and prioritizing training and education needs and in planning, implementing, and evaluating training and education activities.

- Providing technical assistance as needed in developing a program-specific Training and Human Resource Development Plan; assistance can be provided in-person at the focal

- Point meeting at the biennial TB ETN conference or via consultation with CDC after award of funds.

- Conducting a focal point meeting at the biennial TB ETN/TB PEN conference.

- Directing the COEs to coordinate regional on-site training courses (e.g., TB Contact Investigation Interviewing Skills course, Effective TB Interviewing for Contact Investigation course, or Program Managers course) in conjunction with designated focal points, and provide technical assistance as needed for development of program specific training activities.

Public Health Laboratory Strengthening CDC activities for this component are as follows:

- Contribute to the improvement of public health laboratory performance by providing technical assistance.

- Identify training needs and collaborate with partners to develop courses, webinars

- workshops, and training materials for distribution to public health laboratories.

- Provide consultation for the development and implementation of laboratory performance Indicators and data analysis methods for laboratory internal quality assurance programs.

- Assist in the development and dissemination of best practice guidelines and recommendations for the implementation of cost-effective testing algorithms.

- Support laboratory performance evaluation by providing a biennial aggregate report of workload data and TAT performance measures from laboratories receiving funding assistance to be used to compare one's laboratory to national TB laboratory data.

Expanded Authority: The recipient is permitted the following expanded authority in the administration of the award.

☒ Carryover of unobligated balances from one budget period to a subsequent budget period. Unobligated funds may be used for purposes within the scope of the project as originally approved. ***Recipients will report use, or intended use, of unobligated funds in Section 12 "Remarks" of the annual Federal Financial Report.*** If the GMO determines that some or all of the unobligated funds are not necessary to complete the project, the GMO may restrict the recipient's authority to automatically carry over unobligated balances in the future, use the balance to reduce or offset CDC funding for a subsequent budget period, or use a combination of these actions.

Program Income: Any program income generated under this grant or cooperative agreement will be used in accordance with the Addition alternative.

Addition alternative: Under this alternative, program income is added to the funds committed to the project/program and is used to further eligible project/program objectives.

Note: The disposition of program income must have written prior approval from the GMO.

FUNDING RESTRICTIONS AND LIMITATIONS

Notice of Funding Opportunity (NOFO) Restrictions:

Restrictions that must be considered while planning the programs and writing the budget are:

- Recipients may not use funds for clinical care except as allowed by law.

- Recipients may use funds only for reasonable program purposes, including personnel, travel, supplies, and services.

- Generally, recipients may not use funds to purchase furniture or equipment. Any such proposed spending must be clearly identified in the budget.

- Reimbursement of pre-award costs generally is not allowed, unless the CDC provides written approval to the recipient.

- Other than for normal and recognized executive-legislative relationships, no funds may be used for:
  - o publicity or propaganda purposes, for the preparation, distribution, or use of any material designed to support or defeat the enactment of legislation before any legislative body
  - o the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before any legislative body

- ***See Additional Requirement (AR) 12*** for detailed guidance on this prohibition and ***additional guidance on lobbying for CDC recipients.***

- The direct and primary recipient in a cooperative agreement program must perform a substantial role in carrying out project outcomes and not merely serve as a conduit for an award to another party or provider who is ineligible.

- In accordance with the United States Protecting Life in Global Health Assistance policy, all non-governmental organization (NGO) applicants acknowledge that foreign NGOs that receive funds provided through this award, either as a prime recipient or subrecipient, are strictly prohibited, regardless of the source of funds, from performing abortions as a method of family planning or engaging in any activity that promotes abortion as a method of family planning, or to provide financial support to any other foreign non-governmental organization that conducts such activities. See Additional Requirement (AR) 35 for applicability (https://www.cdc.gov/grants/additionalrequirements/ar-35.html).

- Recipients may not use funds for in-patient clinical care; out-patient services are allowed (e.g., tuberculin skin testing, chest radiography, medical evaluation, treatment)

- Recipients may not use funds to supplant state or local health department funds

- Recipients may not use funds to purchase drugs for treatment

- Emphasis must be given to directing the majority of funds to core TB control front-line activities, such as TB case management, targeted testing and treatment of LTBI, completion of treatment, contact investigation, and outreach activities with strong emphasis on using conventional directly observed therapy (DOT), or eDOT

- Recipients may also use funds for integration of services when it is intended to specifically reduce TB transmission or improve TB screening, testing or treatment in populations disproportionately affected by other infections or comorbidities including diabetes mellitus, hepatitis B or C virus, STDs, and HIV

Restrictions for public health laboratories:

- Laboratories performing first-line DST for < 50 patient isolates/year should consider referral

of isolates to a reference laboratory for testing such as the National PHL DST Reference Center. *https://www.aphl.org/programs/infectious_disease/tuberculosis/Pages/TB-DST.aspx*

- Laboratories reporting for < 50 patient isolates/year may not request funding support for reagents and supplies associated with DST. Requests for these items will be denied. Laboratories within this category may request the use of funds for shipping supplies and costs for access to referral services.

Indirect Costs: Indirect costs are approved based on the Indirect Cost Rate Agreement dated **July 08, 2022**, which calculates indirect costs as follows: The type is **FIXED** with an effective period of **07/01/22 to 06/30/2023** at a rate of **28.3** percent, applicable to **All Programs.**

Base: Total indirect costs divided by Total Direct Salaries and Benefits

REPORTING REQUIREMENTS

Annual Federal Financial Report (FFR, SF-425): The Annual Federal Financial Report (FFR) SF-425 is required and must be submitted to ***Payment Management System*** no later than 90 days after the end of the budget period. The FFR for this budget period is due by **March 31, 2024**. Reporting timeframe is **January 1, 2023** through **December 31, 2023**. The FFR should only include those funds authorized and disbursed during the timeframe covered by the report.

Failure to submit the required information in a timely manner may adversely affect the future funding of this project. If the information cannot be provided by the due date, the recipient is required to contact the Grants Officer listed in the contacts section of this notice before the due date.

Annual Performance Progress and Monitoring Reporting: The Annual Performance Progress and Monitoring Report (PPMR) is due no later than 120 days prior to the end of the budget period and serves as the continuation application for the follow-on budget period. Submission instructions, due date, and format will be included in the guidance from the assigned GMO/GMS via a www.grantsolutions.gov.

Performance Progress and Monitoring: Performance information collection initiated under this grant/cooperative agreement has been approved by the Office of Management and Budget under **OMB Number 0920-1132** (**"Performance Progress and Monitoring Report", Expiration Date12/31/2022**. The components of the PPMR are available for download at: https://www.cdc.gov/grants/already-have-grant/Reporting.html .

Required Disclosures for Federal Awardee Performance and Integrity Information System (FAPIIS): Consistent with 45 CFR 75.113, applicants and recipients must disclose in a timely manner, in writing to the CDC, with a copy to the HHS Office of Inspector General (OIG), all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Subrecipients must disclose, in a timely manner in writing to the prime recipient (pass through entity) and the HHS OIG, all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Disclosures must be sent in writing to the CDC and to the HHS OIG at the following addresses:

CDC, Office of Grants Services
Terrian J. Dixon, Grants Management Officer/Specialist
Centers for Disease Control and Prevention
Infectious Disease Services Branch
2939 Flowers Road, MS TV-2
Atlanta, GA 30341
Email: **Tdixon@cdc.gov** (Include "Mandatory Grant Disclosures" in subject line)

AND

U.S. Department of Health and Human Services
Office of the Inspector General
ATTN: Mandatory Grant Disclosures, Intake Coordinator
330 Independence Avenue, SW
Cohen Building, Room 5527
Washington, DC 20201

Fax: (202)-205-0604 (Include "Mandatory Grant Disclosures" in subject line) or
Email: MandatoryGranteeDisclosures@oig.hhs.gov

Recipients must include this mandatory disclosure requirement in all subawards and contracts under this award.

Failure to make required disclosures can result in any of the remedies described in 45 CFR 75.371. Remedies for noncompliance, including suspension or debarment (See 2 CFR parts 180 and 376, and 31 U.S.C. 3321).

CDC is required to report any termination of a federal award prior to the end of the period of performance due to material failure to comply with the terms and conditions of this award in the OMB-designated integrity and performance system accessible through SAM (currently FAPIIS). (45 CFR 75.372(b)) CDC must also notify the recipient if the federal award is terminated for failure to comply with the federal statutes, regulations, or terms and conditions of the federal award. (45 CFR 75.373(b))

PROGRAM OR FUNDING GENERAL REQUIREMENTS

HIV Program Review Panel Requirement: All written materials, audiovisual materials, pictorials, questionnaires, survey instruments, websites, educational curricula and other relevant program materials must be reviewed and approved by an established program review panel. A list of reviewed materials and approval dates must be submitted to the CDC Grants Management Specialist identified in the CDC Roles and Responsibilities section of this NoA.

Prior Approval: All requests, which require prior approval, must bear the signature of the authorized organization representative. The recipient must submit these requests by **September 01, 2023**. Additionally, any requests involving funding issues must include an itemized budget and a narrative justification of the request.

The following types of requests require prior approval:

- Lift funding restriction
- Significant redirection of funds (i.e. cumulative changes of 25% of total award)
- Change in scope

- Implement a new activity or enter into a sub-award that is not specified in the approved budget
- Apply for supplemental funds
- Change in key personnel
- Extensions to period of performance

Templates for prior approval requests can be found at: https://www.cdc.gov/grants/already-have-grant/PriorApprovalRequests.html

Additional information on the electronic grants administration system CDC non-research awards utilize, Grants Solutions, can be found at: https://www.cdc.gov/grants/grantsolutions/index.html

Key Personnel: In accordance with 45 CFR Part 75.308, CDC recipients must obtain prior approval from CDC for (1) change in the project director/principal investigator, business official, authorized organizational representative or other key persons specified in the NOFO, application or award document; and (2) the disengagement from the project for more than three months, or a 25 percent reduction in time devoted to the project, by the approved Project Director or Principal Investigator.

PAYMENT INFORMATION

The HHS Office of the Inspector General (OIG) maintains a toll-free number (1-800-HHS-TIPS [1-800-447-8477]) for receiving information concerning fraud, waste, or abuse under grants and cooperative agreements. Information also may be submitted by e-mail to hhstips@oig.hhs.gov or by mail to Office of the Inspector General, Department of Health and Human Services, Attn: HOTLINE, 330 Independence Ave., SW, Washington DC 20201. Such reports are treated as sensitive material and submitters may decline to give their names if they choose to remain anonymous.

Payment Management System Subaccount: Funds awarded in support of approved activities have been obligated in a subaccount in the PMS, herein identified as the "**P Account**". Funds must be used in support of approved activities in the NOFO and the approved application.

The grant document number identified on **page 2, item 34** of the Notice of Award must be known in order to draw down funds.

CDC Staff Contacts Information is listed on page 1 of the NoA

Grants Management Specialist: The GMS is the federal staff member responsible for the day-to-day management of grants and cooperative agreements. The GMS is the primary contact of recipients for business and administrative matters pertinent to grant awards.

Program/Project Officer: The PO is the federal official responsible for monitoring the programmatic, scientific, and/or technical aspects of grants and cooperative agreements, as well as contributing to the effort of the award under cooperative agreements.

Grants Management Officer: The GMO is the federal official responsible for the business and other non-programmatic aspects of grant awards. The GMO is the only official authorized to obligate federal funds and is responsible for signing the NoA, including revisions to the NoA that

change the terms and conditions. The GMO serves as the counterpart to the business officer of the recipient organization.

U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES
Public Health Service
Centers for Disease Control and Prevention (CDC)
Atlanta GA 30333

General Terms and Conditions for Non-Research Grant and Cooperative Agreements

Incorporation: The Department of Health and Human Services (HHS) grant recipients must comply with all terms and conditions outlined in the Notice of Funding Opportunity (NOFO), their Notice of Award (NOA), grants policy contained in applicable HHS Grants Policy Statements, 45 CFR Part 75, requirements imposed by program statutes and regulations, Executive Orders, and HHS grant administration regulations, as applicable; as well as any requirements or limitations in any applicable appropriations acts. The term grant is used throughout these general terms and conditions of award and includes cooperative agreements.

Note: In the event that any requirement in the NOA, the NOFO, the HHS Grants Policy Statement, 45 CFR Part 75, or applicable statutes/appropriations acts conflict, then statutes and regulations take precedence.

FEDERAL REGULATIONS AND POLICIES

45 CFR Part 75 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards.
https://www.ecfr.gov/cgi-bin/text- idx?node=pt45.1.75&rgn=div5

HHS Grants Policy and Regulations
https://www.hhs.gov/grants/grants/grants-policies-regulations/index.html

HHS Grants Policy Statement
https://www.hhs.gov/sites/default/files/grants/grants/policies-regulations/hhsgps107.pdf

Federal Funding Accountability and Transparency Act (FFATA)
https://www.fsrs.gov/

Trafficking In Persons: Consistent with 2 CFR 175, awards are subject to the requirements of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. Part 7104(g)).
https://www.law.cornell.edu/cfr/text/2/part-175

CDC Additional Requirements (AR) may apply. The NOFO will detail which specific ARs apply to resulting awards. Links to full texts can be found at:
https://www.cdc.gov/grants/additional-requirements/index.html.

FUNDING RESTRICTIONS AND LIMITATIONS

Cost Limitations as stated in Appropriations Acts. Recipients must follow applicable fiscal year appropriations law in effect at the time of award. See AR-32 Appropriations Act, General Requirements: https://www.cdc.gov/grants/additional-requirements/ar-32.html.

Though Recipients are required to comply with all applicable appropriations restrictions, please find below specific ones of note. CDC notes that the cited section for each below provision may change annually.

A. Cap on Salaries (Division H, Title II, General Provisions, Sec. 202): None of the funds appropriated in this title shall be used to pay the salary of an individual, through a grant or other extramural mechanism, at a rate in excess of Executive Level II.

Note: The salary rate limitation does not restrict the salary that an organization may pay an individual working under an HHS contract or order; it merely limits the portion of that salary that may be paid with federal funds.

B. Gun Control Prohibition (Div. H, Title II, Sec. 210): None of the funds made available in this title may be used, in whole or in part, to advocate or promote gun control.

C. Lobbying Restrictions (Div. H, Title V, Sec. 503):

- 503(a): No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111-148 shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the Congress or any State or local legislature or legislative body, except in presentation to the Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government itself.
- 503(b): No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111-148 shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.
- 503(c): The prohibitions in subsections (a) and (b) shall include any activity to advocate or promote any proposed, pending or future federal, state or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale of marketing, including but not limited to the advocacy or promotion of gun control.

For additional information, see Additional Requirement 12 at https://www.cdc.gov/grants/additional-requirements/ar-12.html.

D. Needle Exchange (Div. H, Title V, Sec. 520): Notwithstanding any other provision of this Act, no funds appropriated in this Act shall be used to carry out any program of distributing sterile needles or syringes for the hypodermic injection of any illegal drug.

E. Blocking access to pornography (Div. H, Title V, Sec. 521): (a) None of the funds made available in this Act may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography; (b) Nothing in subsection (a) shall limit the use of funds necessary for any federal, state, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.

Prohibition on certain telecommunications and video surveillance services or equipment (2 CFR 200.216)**:** For all new, non-competing continuation, renewal or supplemental awards issued on or after August 13, 2020, recipients and subrecipients are prohibited from obligating or expending grant funds (to include direct and indirect expenditures as well as cost share and program funds) to:

1. Procure or obtain,
2. Extend or renew a contract to procure or obtain; or
3. Enter into contract (or extend or renew contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Pub. L. 115-232, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
    i. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
    ii. Telecommunications or video surveillance services provided by such entities or using such equipment.
    iii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise, connected to the government of a covered foreign country.

President's Emergency Plan for AIDS Relief (PEPFAR) funding is exempt from the prohibition under 2 CFR 200.216 until September 30, 2028. During the exemption period, PEPFAR recipients are expected to work toward implementation of 2 CFR 200.216. The exemption may only be applied when there is no available alternative eligible source for these services.

Cancel Year: 31 U.S.C. Part 1552(a) Procedure for Appropriation Accounts Available for Definite Periods states the following: On September 30th of the 5th fiscal year after the period of availability for obligation of a fixed appropriation account ends, the account shall be closed and any remaining balances (whether obligated or unobligated) in the account shall be canceled and thereafter shall not be available for obligation or expenditure for any purpose.

REPORTING REQUIREMENTS

Annual Federal Financial Report (FFR, SF-425): The Annual Federal Financial Report (FFR) SF-425 is required and must be submitted no later than 90 days after the end of the budget period in the Payment Management System.

Additional guidance on submission of Federal Financial Reports can be found at https://www.cdc.gov/grants/documents/change-in-federal-reporting-fy-2021-recipients.pdf.

If more frequent reporting is required, the Notice of Award terms and conditions will explicitly state the reporting requirement.

Annual Performance Progress and Monitoring Reporting: The Annual Performance Progress and Monitoring Report (PPMR) is due no later than 120 days prior to the end of the budget period and serves as the continuation application for the follow-on budget period. Submission instructions, due date, and format will be included in the guidance from the assigned GMO/GMS via www.grantsolutions.gov.

Any change to the existing information collection noted in the award terms and conditions will be subject to review and approval by the Office of Management and Budget (OMB) under the Paperwork Reduction Act.

Data Management Plan: CDC requires recipients for projects that involve the collection or generation of data with federal funds to develop, submit and comply with a Data Management Plan (DMP) for each collection or generation of public health data undertaken as part of the award and, to the extent consistent with law and appropriate, provide access to and archiving/long-term preservation of collected or generated data. Additional information on the Data Management and Access requirements can be found at https://www.cdc.gov/grants/additional-requirements/ar-25.html.

Audit Requirement Domestic Organizations *(including US-based organizations implementing projects with foreign components)*: An organization that expends $750,000 or more in a fiscal year in federal awards shall have a single or program-specific audit conducted for that year in accordance with the provisions of 45 CFR Part 75. The audit period is an organization's fiscal year. The audit must be completed along with a data collection form (SF-SAC), and the reporting package shall be submitted within the earlier of 30 days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. The audit report must be sent to:

Federal Audit Clearing House Internet Data Entry System Electronic Submission:
https://harvester.census.gov/facides/(S(0vkw1zaelyzjibnahocga5i0))/account/login.aspx

AND

Office of Financial Resources, Risk Management and Internal Control Unit's Audit Resolution Team (ART), RMICU.Audit.Resolution@cdc.gov.

Audit Requirement Foreign Organizations: An organization that expends $300,000 or more in a fiscal year on its federal awards must have a single or program-specific audit conducted for that year. The audit period is an organization's fiscal year. The auditor shall be a U.S.-based Certified Public Accountant firm, the foreign government's Supreme Audit Institution or equivalent, or an audit firm endorsed by the U.S. Agency for International Development. The audit must be completed in English and in US dollars, and submitted within the earlier of 30 days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. The audit report must be sent to the Office of Financial Resources, Risk Management and Internal Control Unit's Audit Resolution Team (ART) at RMICU.Audit.Resolution@cdc.gov. After receipt of the audit report, CDC will resolve findings by issuing Final Management Determination Letters.

Domestic and Foreign organizations: Audit requirements for Subrecipients to whom 45 CFR 75 Subpart F applies: The recipient must ensure that the subrecipients receiving CDC funds also meet these requirements. The recipient must also ensure to take appropriate corrective action within six months after receipt of the subrecipient audit report in instances of non-compliance with applicable federal law and regulations (45 CFR 75 Subpart F and HHS Grants Policy Statement). The recipient may consider whether subrecipient audits necessitate adjustment of the recipient's own accounting records. If a subrecipient is not required to have a program-specific audit, the recipient is still required to perform adequate monitoring of subrecipient activities. The recipient shall require each subrecipient to permit the independent auditor access to the subrecipient's records and financial statements. The recipient must include this requirement in all subrecipient contracts.

Required Disclosures for Federal Awardee Performance and Integrity Information System (FAPIIS): Consistent with 45 CFR 75.113, applicants and recipients must disclose in a timely manner, in writing to the CDC, with a copy to the HHS Office of Inspector General (OIG), all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Subrecipients must disclose, in a timely manner in writing to the prime recipient (pass through entity) and the HHS OIG, all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Disclosures must be sent in writing to the assigned GMS/GMO identified in the NOA, and to the HHS OIG at the following address:

U.S. Department of Health and Human Services
Office of the Inspector General
ATTN: Mandatory Grant Disclosures, Intake Coordinator
330 Independence Avenue, SW
Cohen Building, Room 5527
Washington, DC 20201

Fax: (202)-205-0604 (Include "Mandatory Grant Disclosures" in subject line) or Email: MandatoryGranteeDisclosures@oig.hhs.gov

Recipients must include this mandatory disclosure requirement in all subawards and contracts under this award.

Failure to make required disclosures can result in any of the remedies described in 45 CFR 75.371. Remedies for noncompliance, including suspension or debarment (See 2 CFR parts 180

and 376, and 31 U.S.C. 3321).

CDC is required to report any termination of a federal award prior to the end of the period of performance due to material failure to comply with the terms and conditions of this award in the OMB-designated integrity and performance system accessible through SAM (currently FAPIIS) (45 CFR 75.372(b)). CDC must also notify the recipient if the federal award is terminated for failure to comply with the federal statutes, regulations, or terms and conditions of the federal award (45 CFR 75.373(b)).

1. General Reporting Requirement

If the total value of currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds $10,000,000 for any period of time during the period of performance of this federal award, the recipient must maintain the currency of information reported to the System for Award Management (SAM) and made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in section 2 of this award term and condition. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for federal procurement contracts, will be publicly available.

2. Proceedings About Which You Must Report

Submit the information required about each proceeding that:

a. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the federal government;

b. Reached its final disposition during the most recent five-year period; and

c. If one of the following:

(1) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;

(2) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of $5,000 or more;

(3) An administrative proceeding, as defined in paragraph 5 of this award term and condition, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of $5,000 or more or reimbursement, restitution, or damages in excess of $100,000; or

(4) Any other criminal, civil, or administrative proceeding if:

(i) It could have led to an outcome described in paragraph 2.c.(1), (2), or (3) of this award term and condition;

(ii) It had a different disposition arrived at by consent or compromise with an acknowledgement of fault on your part; and

(iii) The requirement in this award term and condition to disclose information

about the proceeding does not conflict with applicable laws and regulations.

3. Reporting Procedures

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in section 2 of this award term and condition. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under federal procurement contracts that you were awarded.

4. Reporting Frequency

During any period of time when you are subject to this requirement in section 1 of this award term and condition, you must report proceedings information through SAM for the most recent five year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have federal contract, grant, and cooperative agreement awards with a cumulative total value greater than $10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

5. Definitions

For purposes of this award term and condition:

a. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (*e.g.*, Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the federal and state level but only in connection with performance of a federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.

b. Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.

c. Total value of currently active grants, cooperative agreements, and procurement contracts includes—

   (1) Only the federal share of the funding under any federal award with a recipient cost share or match;

   (2) The value of all expected funding increments under a federal award and options, even if not yet exercised.

GENERAL REQUIREMENTS

You will administer your project in compliance with federal civil rights laws that prohibit discrimination on the basis of race, color, national origin, disability, age and comply with applicable conscience protections. You will comply with applicable laws that prohibit discrimination on the basis of sex, which includes discrimination on the basis of gender identity, sexual orientation, and pregnancy. Compliance with these laws require taking reasonable steps to provide meaningful access to persons with limited English proficiency and providing programs that are accessible to and usable by persons with disabilities. The HHS Office for Civil Rights provides guidance on complying with civil rights laws enforced by HHS. See https://www.hhs.gov/civil-rights/for-providers/provider-obligations/index.html and

https://www.hhs.gov/civil-rights/for-individuals/nondiscrimination/index.html.

- For guidance on meeting your legal obligation to take reasonable steps to ensure meaningful access to your programs or activities by limited English proficient individuals, *see* https://www.hhs.gov/civil-rights/for-individuals/special-topics/limited-english-proficiency/fact-sheet-guidance/index.html and https://www.lep.gov/.
- For information on your specific legal obligations for serving qualified individuals with disabilities, including providing program access, reasonable modifications, and to provide effective communication, *see* http://www.hhs.gov/ocr/civilrights/understanding/disability/index.html.
- HHS funded health and education programs must be administered in an environment free of sexual harassment, *see* https://www.hhs.gov/civil-rights/for-individuals/sex-discrimination/index.html.
- For guidance on administering your project in compliance with applicable federal religious nondiscrimination laws and applicable federal conscience protection and associated anti-discrimination laws, *see* https://www.hhs.gov/conscience/conscience-protections/index.html and https://www.hhs.gov/conscience/religious-freedom/index.html.

Termination (45 CFR Part 75.372) applies to this award and states, in part, the following:

(a) *This award may be terminated in whole or in part:*

(1) By the HHS awarding agency or pass-through entity, if a non-Federal entity fails to comply with the terms and conditions of a Federal award;

(2) By the HHS awarding agency or pass-through entity for cause;

(3) By the HHS awarding agency or pass-through entity with the consent of the non-Federal entity, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated;

(4) By the non-Federal entity upon sending to the HHS awarding agency or pass-through entity written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the Federal awarding agency or pass-through entity determines in the case of partial termination that the reduced or modified portion of the Federal award or subaward will not accomplish the purposes for which the Federal award was made, the HHS awarding agency or pass-through entity may terminate the Federal award in its entirety.

Travel Cost: In accordance with HHS Grants Policy Statement, travel costs are allowable when the travel will provide a direct benefit to the project or program. To prevent disallowance of cost, the recipient is responsible for ensuring travel costs are clearly stated in their budget narrative and are applied in accordance with their organization's established travel policies and procedures. The recipient's established travel policies and procedures must also meet the requirements of 45 CFR Part 75.474.

Food and Meals: Costs associated with food or meals are allowable when consistent with applicable federal regulations and HHS policies. See https://www.hhs.gov/grants/contracts/contract-policies-regulations/spending-on-food/index.html.

In addition, costs must be clearly stated in the budget narrative and be consistent with organization approved policies. Recipients must make a determination of reasonableness and organization approved policies must meet the requirements of 45 CFR Part 75.432.

Prior Approval: All requests which require prior approval, must bear the signature (or electronic authorization) of the authorized organization representative. The recipient must submit these requests no later than 120 days prior to the budget period's end date. Additionally, any requests involving funding issues must include an itemized budget and a narrative justification of the request.

The following types of requests are examples of actions that require prior approval, unless an expanded authority, or conversely a high risk condition, is explicitly indicated in the NOA.

- Use of unobligated funds from prior budget period (Carryover)
- Lift funding restriction
- Significant redirection of funds (i.e., cumulative changes of 25% of total award)
- Change in scope
- Implement a new activity or enter into a sub-award that is not specified in the approved budget
- Apply for supplemental funds
- Extensions to period of performance

Templates for prior approval requests can be found at: https://www.cdc.gov/grants/already-have-grant/PriorApprovalRequests.html.

Additional information on the electronic grants administration system CDC non-research awards utilize, Grants Solutions, can be found at: https://www.cdc.gov/grants/grantsolutions/index.html.

Key Personnel: In accordance with 45 CFR Part 75.308, CDC recipients must obtain prior approval from CDC for (1) change in the project director/principal investigator, authorized organizational representative, business official, financial director, or other key persons specified in the NOFO, application or award document; and (2) the disengagement from the project for more than three months, or a 25 percent reduction in time devoted to the project, by the approved project director or principal investigator.

Inventions: Acceptance of grant funds obligates recipients to comply with the standard patent rights clause in 37 CFR Part 401.14.

Acknowledgment of Federal Funding: When issuing statements, press releases, publications, requests for proposal, bid solicitations and other documents --such as tool-kits, resource guides, websites, and presentations (hereafter "statements")--describing the projects or programs funded in whole or in part with U.S. Department of Health and Human Services (HHS) federal funds, the recipient must clearly state:

1. the percentage and dollar amount of the total costs of the program or project funded with federal money; and,

2. the percentage and dollar amount of the total costs of the project or program funded by non-governmental sources.

When issuing statements resulting from activities supported by HHS financial assistance, the recipient entity must include an acknowledgement of federal assistance using one of the following or a similar statement.

If the HHS Grant or Cooperative Agreement is NOT funded with other non-governmental sources:

> This [**project/publication/program/website, etc**.] [**is/was**] supported by the Centers for Disease Control and Prevention of the U.S. Department of Health and Human Services (HHS) as part of a financial assistance award totaling **$XX** with 100 percent funded by CDC/HHS. The contents are those of the author(s) and do not necessarily represent the official views of, nor an endorsement, by CDC/HHS, or the U.S. Government.

If the HHS Grant or Cooperative Agreement IS partially funded with other non-governmental sources:

> This [**project/publication/program/website, etc.]** [**is/was**] supported by the Centers for Disease Control and Prevention of the U.S. Department of Health and Human Services (HHS) as part of a financial assistance award totaling **$XX** with **XX** percentage funded by CDC/HHS and **$XX** amount and **XX** percentage funded by non- government source(s). The contents are those of the author(s) and do not necessarily represent the official views of, nor an endorsement, by CDC/HHS, or the U.S. Government.

The federal award total must reflect total costs (direct and indirect) for all authorized funds (including supplements and carryover) for the total competitive segment up to the time of the public statement.

Any amendments by the recipient to the acknowledgement statement must be coordinated with the HHS Awarding Agency.

If the recipient plans to issue a press release concerning the outcome of activities supported by HHS financial assistance, it should notify the HHS Awarding Agency in advance to allow for coordination.

Copyright Interests Provision: This provision is intended to ensure that the public has access to the results and accomplishments of public health activities funded by CDC. Pursuant to applicable grant regulations and CDC's Public Access Policy, Recipient agrees to submit into the National Institutes of Health (NIH) Manuscript Submission (NIHMS) system an electronic version of the final, peer-reviewed manuscript of any such work developed under this award upon acceptance for publication, to be made publicly available no later than 12 months after the official date of publication. Also, at the time of submission, Recipient and/or the Recipient's submitting author must specify the date the final manuscript will be publicly accessible through PubMed Central (PMC). Recipient and/or Recipient's submitting author must also post the manuscript through PMC within twelve (12) months of the publisher's official date of final publication; however, the author is strongly encouraged to make the subject manuscript available as soon as possible. The recipient must obtain prior approval from the CDC for any exception to this provision.

The author's final, peer-reviewed manuscript is defined as the final version accepted for journal publication and includes all modifications from the publishing peer review process, and all graphics and supplemental material associated with the article. Recipient and its submitting authors working under this award are responsible for ensuring that any publishing or copyright agreements concerning submitted article reserve adequate right to fully comply with this provision and the license reserved by CDC. The manuscript will be hosted in both PMC and the CDC Stacks institutional repository system. In progress reports for this award, recipient must identify publications subject to the CDC Public Access Policy by using the applicable NIHMS identification number for up to three (3) months after the publication date and the PubMed Central identification number (PMCID) thereafter.

Disclaimer for Conference/Meeting/Seminar Materials: If a conference/meeting/seminar is funded by a grant, cooperative agreement, sub-grant and/or a contract, the recipient must include the following statement on conference materials, including promotional materials, agenda, and internet sites:

> Funding for this conference was made possible (in part) by the Centers for Disease Control and Prevention. The views expressed in written conference materials or publications and by speakers and moderators do not necessarily reflect the official policies of the Department of Health and Human Services, nor does the mention of trade names, commercial practices, or organizations imply endorsement by the U.S. Government.

Logo Use for Conference and Other Materials: Neither the Department of Health and Human Services (HHS) nor the CDC logo may be displayed if such display would cause confusion as to the funding source or give false appearance of Government endorsement. Use of the HHS name or logo is governed by U.S.C. Part 1320b-10, which prohibits misuse of the HHS name and emblem in written communication. A non-federal entity is not authorized to use the HHS name or logo governed by U.S.C. Part 1320b-10. The appropriate use of the HHS logo is subject to review and approval of the HHS Office of the Assistant Secretary for Public Affairs (OASPA). Moreover, the HHS Office of the Inspector General has authority to impose civil monetary penalties for violations (42 CFR Part 1003).

Additionally, the CDC logo cannot be used by the recipient without the express, written consent of CDC. The Program Official/Project Officer identified in the NOA can assist with facilitating such a request. It is the responsibility of the recipient to request consent for use of the logo in sufficient detail to ensure a complete depiction and disclosure of all uses of the Government logos. In all cases for utilization of Government logos, the recipient must ensure written consent is received. Further, the HHS and CDC logo cannot be used by the recipient without a license agreement setting forth the terms and conditions of use.

Equipment and Products: To the greatest extent practical, all equipment and products purchased with CDC funds should be American-made. CDC defines equipment as tangible non- expendable personal property (including exempt property) charged directly to an award having a useful life of more than one year AND an acquisition cost of $5,000 or more per unit. However, consistent with recipient policy, a lower threshold may be established. Please provide the information to the Grants Management Officer to establish a lower equipment threshold to reflect your organization's

policy.

The recipient may use its own property management standards and procedures, provided it observes provisions in applicable grant regulations found at 45 CFR Part 75.

Federal Information Security Management Act (FISMA): All information systems, electronic or hard copy, that contain federal data must be protected from unauthorized access. This standard also applies to information associated with CDC grants. Congress and the OMB have instituted laws, policies and directives that govern the creation and implementation of federal information security practices that pertain specifically to grants and contracts. The current regulations are pursuant to the Federal Information Security Management Act (FISMA), Title III of the E-Government Act of 2002, PL 107-347.

FISMA applies to CDC recipients only when recipients collect, store, process, transmit or use information on behalf of HHS or any of its component organizations. In all other cases, FISMA is not applicable to recipients of grants, including cooperative agreements. Under FISMA, the recipient retains the original data and intellectual property, and is responsible for the security of these data, subject to all applicable laws protecting security, privacy, and research. If/When information collected by a recipient is provided to HHS, responsibility for the protection of the HHS copy of the information is transferred to HHS and it becomes the agency's responsibility to protect that information and any derivative copies as required by FISMA. For the full text of the requirements under Federal Information Security Management Act (FISMA), Title III of the E-Government Act of 2002 Pub. L. No. 107-347, please review the following website: https://www.govinfo.gov/content/pkg/PLAW-107publ347/pdf/PLAW-107publ347.pdf.

Whistleblower Protections: As a recipient of this award you must comply with the National Defense Authorization Act (NDAA) for Fiscal Year (FY) 2013 (Pub. L. 112-239, 41 U.S.C. § 4712) "Enhancement of contractor protection from reprisal for disclosure of certain information," and 48 CFR part 3 subpart 3.9, "Whistleblower Protections for Contractor Employees." For more information see: https://oig.hhs.gov/fraud/whistleblower/.

PAYMENT INFORMATION

Fraud Waste or Abuse: The HHS Office of the Inspector General (OIG) maintains a toll-free number (1-800-HHS-TIPS [1-800-447-8477]) for receiving information concerning fraud, waste, or abuse under grants and cooperative agreements. Information also may be submitted online at https://tips.oig.hhs.gov/ or by mail to U.S. Department of Health and Human Services, Office of the Inspector General, Attn: OIG HOTLINE OPERATIONS, P.O. Box 23489 Washington DC 20026. Such reports are treated as sensitive material and submitters may decline to give their names if they choose to remain anonymous. For additional information, see: https://oig.hhs.gov/fraud/report-fraud/.

Automatic Drawdown (Direct/Advance Payments): Payments under CDC awards will be made available through the Department of Health and Human Services (HHS) Payment Management System (PMS), under automatic drawdown, unless specified otherwise in the NOA. Recipients must comply with requirements imposed by the PMS on-line system. Questions concerning award payments or audit inquiries should be directed to the payment management services office.

PMS Website: https://pms.psc.gov/

PMS Phone Support: +1(877)614-5533
PMS Email Support: PMSSupport@psc.gov

Payment Management System Subaccount: Funds awarded in support of approved activities will be obligated in an established subaccount in the PMS. Funds must be used in support of approved activities in the NOFO and the approved application. All award funds must be tracked and reported separately.

Exchange Rate: All requests for funds contained in the budget, shall be stated in U.S. dollars. Once an award is made, CDC will generally not compensate foreign recipients for currency exchange fluctuations through the issuance of supplemental awards.

Acceptance of the Terms of an Award: By drawing or otherwise obtaining funds from PMS, the recipient acknowledges acceptance of the terms and conditions of the award and is obligated to perform in accordance with the requirements of the award. If the recipient cannot accept the terms, the recipient should notify the Grants Management Officer within thirty (30) days of receipt of the NOA.

Certification Statement: By drawing down funds, the recipient certifies that proper financial management controls and accounting systems, to include personnel policies and procedures, have been established to adequately administer federal awards and funds drawn down. Recipients must comply with all terms and conditions in the NOFO, outlined in their NOA, grant policy terms and conditions contained in applicable HHS Grant Policy Statements, and requirements imposed by program statutes and regulations and HHS grants administration regulations, as applicable; as well as any regulations or limitations in any applicable appropriations acts.

CLOSEOUT REQUIREMENTS

Recipients must submit all closeout reports identified in this section within 90 days of the period of performance end date. The reporting timeframe is the full period of performance. If the recipient does not submit all reports in accordance with this section and the terms and conditions of the Federal Award, CDC may proceed to close out with the information available within one year of the period of performance end date unless otherwise directed by authorizing statutes. Failure to submit timely and accurate final reports may affect future funding to the organization or awards under the direction of the same Project Director/Principal Investigator (PD/PI).

Final Performance Progress and Evaluation Report (PPER): This report should include the information specified in the NOFO and is submitted upon solicitation from the GMS/GMO via www.grantsolutions.gov. At a minimum, the report will include the following:

- Statement of progress made toward the achievement of originally stated aims;
- Description of results (positive or negative) considered significant; and
- List of publications resulting from the project, with plans, if any, for further publication.

All manuscripts published as a result of the work supported in part or whole by the grant must be submitted with the performance progress reports.

Final Federal Financial Report (FFR, SF-425): The FFR should only include those funds authorized and expended during the timeframe covered by the report. The Final FFR, SF-425 is required and must be submitted no later than 90 days after the period of performance end date through recipient online accounts in the Payment Management System. The final FFR will consolidate data reporting responsibilities to one entry point within PMS which will assist with the reconciliation of expenditures and disbursements to support the timely close-out of grants.

The final FFR must indicate the exact balance of unobligated funds and may not reflect any unliquidated obligations. Remaining unobligated funds will be de-obligated and returned to the U.S. Treasury.

Every recipient should already have a PMS account to allow access to complete the SF-425.

Additional guidance on submission of Federal Financial Reports can be found at https://www.cdc.gov/grants/documents/change-in-federal-reporting-fy-2021-recipients.pdf.

Equipment and Supplies - Tangible Personal Property Report (SF-428): A completed Tangible Personal Property Report SF-428 and Final Report SF-428B addendum must be submitted, along with any Supplemental Sheet SF-428S detailing all major equipment acquired or furnished under this project with a unit acquisition cost of $5,000 or more. Electronic versions of the forms can be downloaded by visiting: https://www.grants.gov/web/grants/forms/post-award- reporting-forms.html#sortby=1.

If no equipment was acquired under an award, a negative report is required. The recipient must identify each item of equipment that it wishes to retain for continued use in accordance with 45 CFR Part 75. The awarding agency may exercise its rights to require the transfer of equipment purchased under the assistance award. CDC will notify the recipient if transfer to title will be required and provide disposition instruction on all major equipment.

Equipment with a unit acquisition cost of less than $5,000 that is no longer to be used in projects or programs currently or previously sponsored by the federal government may be retained, sold, or otherwise disposed of, with no further obligation to the federal government.

CDC STAFF RESPONSIBILITIES

Roles and Responsibilities: Grants Management Specialists/Officers (GMO/GMS) and Program Officials (PO) work together to award and manage CDC grants and cooperative agreements. From the pre-planning stage to closeout of an award, grants management and program staff have specific roles and responsibilities for each phase of the grant cycle. Award specific terms and conditions will include contact information for the PO/GMO/GMS.

Program Official: The PO is the federal official responsible for monitoring the programmatic, scientific, and/or technical aspects of grants and cooperative agreements including:

- The development of programs and NOFOs to meet the CDC's mission;
- Providing technical assistance to applicants in developing their applications, e.g., explanation of programmatic requirements, regulations, evaluation criteria, and guidance to applicants on possible linkages with other resources;
- Providing technical assistance to recipients in the performance of their project; and
- Post-award monitoring of recipient performance such as review of progress reports,

review of prior approval requests, conducting site visits, and other activities complementary to those of the GMO/GMS.

For Cooperative Agreements, substantial involvement is required from CDC. The PO is the federal official responsible for the collaboration or participation in carrying out the effort under the award. Substantial involvement will be detailed in the NOFO and award specific terms and conditions and may include, but is not limited to:

- Review and approval of one stage of work before work can begin on a subsequent stage;
- Review and approval of substantive programmatic provisions of proposed subawards or contracts (beyond existing federal review of procurement or sole source policies);
- Involvement in the selection of key relevant personnel;
- CDC and recipient collaboration or joint participation; and
- Implementing highly prescriptive requirements prior to award limiting recipient discretion with respect to scope of services, organizational structure, staffing, mode of operation, and other management processes.

Grants Management Officer: The GMO is the only official authorized to obligate federal funds and is responsible for signing the NOA, including revisions to the NOA that change the terms and conditions. The GMO serves as the counterpart to the business officer of the recipient organization. The GMO is the federal official responsible for the business and other non-programmatic aspects of grant awards including:

- Determining the appropriate award instrument, i.e., grant or cooperative agreement;
- Determining if an application meets the requirements of the NOFO;
- Ensuring objective reviews are conducted in an above-the-board manner and according to guidelines set forth in grants policy;
- Ensuring recipient compliance with applicable laws, regulations, and policies;
- Negotiating awards, including budgets;
- Responding to recipient inquiries regarding the business and administrative aspects of an award;
- Providing recipients with guidance on the closeout process and administering the closeout of grants;
- Receiving and processing reports and prior approval requests such as changes in funding, budget redirection, or changes to the terms and conditions of an award; and
- Maintaining the official grant file and program book.

Grants Management Specialist: The GMS is the federal staff member responsible for the day-to-day management of grants and cooperative agreements. The GMS is the primary contact of recipients for business and administrative matters pertinent to grant awards. Many of the functions described in the GMO section are performed by the GMS, on behalf of the GMO.

State of California—Health and Human Services Agency
California Department of Public Health

TOMÁS J. ARAGÓN, M.D., Dr.PH
Director and State Public Health Officer

GAVIN NEWSOM
Governor

August 2, 2023

Eric Sergienko, MD, MPH
Health Officer
Mariposa County Public Health Section
5085 Bullion Street
Mariposa, CA 95338

Dear Dr. Sergienko:

LETTER OF AWARD:
ENHANCED PREVENTION AND CONTROL Award Number: EPCF2223
FUNDING PERIOD: July 1, 2023 through June 30, 2024

The California Department of Public Health (CDPH) Tuberculosis Control Branch (TBCB) is providing additional federal funds for fiscal year (FY) 2023-2024 to enhance the capabilities of tuberculosis (TB) prevention and control activities in local public health jurisdictions. The purpose of this letter is to provide information on the acceptance and use of these funds.

ENHANCED PREVENTION AND CONTROL AWARD
The California Department of Public Health (CDPH) Tuberculosis Control Branch (TBCB) is awarding to the Mariposa County Public Health Section an Enhanced Prevention and Control Award of up to $5,000, comprised of federal funds only.

These funds are being awarded with the understanding that your staff will work with CDPH TBCB staff in carrying out your program's TB prevention and control efforts.

MANAGING YOUR ENHANCED PREVENTION AND CONTROL AWARD
Requirements for the use of these funds are listed in Part 1 of the FY 2023-2024 Tuberculosis Control Local Assistance Funds Standards and Procedures Manual, available at https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/TB-Resources-for-LHDs.aspx. Reimbursement of your expenditures is contingent upon compliance with these standards and procedures.

* Federal funds fiscal information: Project Grants and Cooperative Agreements for Tuberculosis Control Programs; CFDA number: 93.116; FAIN number: NU52PS910219

Enhanced Prevention and Control funds are meant to enhance the capabilities of local health jurisdictions by increasing the ability to conduct additional TB prevention and control activities and cannot replace existing funding or support ongoing activities. Funds can be used for travel and TB-related trainings, program supplies, subcontracts, equipment, and food, shelter, incentives and enablers (FSIE). Funds may also support new personnel activities. These Enhanced Prevention and Control federal funds cannot be used for medication.

> *CDPH TBCB Enhanced Prevention and Control funds may not be used to supplant existing federal, state, or local health department funds. The use of TB local assistance funds is intended to enhance local health jurisdiction capacity in addressing TB control needs, not to displace funds that have been locally appropriated for the same purposes.*
>
> *If local health jurisdictions received federal, state, or local funding for TB control activities, electing to save federal, state, or local funding by substituting CDPH TBCB local assistance augmentation funds for those TB control activities is considered supplanting and is not allowed by the federal government.*

For more information on allowable expenditures, please refer to page 10 of the FY 2023-2024 Tuberculosis Control Local Assistance Fund Standards and Procedures Manual.

ENHANCED PREVENTION AND CONTROL AWARD BUDGET
An approved budget is not required to implement this award.

INVOICING ENHANCED PREVENTION AND CONTROL AWARD EXPENDITURES

- Please invoice separately for the Enhanced Prevention and Control Award funds; do not include in your Base Award/RTA invoice. The invoice should be titled "**EPCF2223**" with a beginning balance equal to the amount of this letter.
- When invoicing for approved expenditures, please:
  - Refer to the FY 2023-2024 Tuberculosis Control Local Assistance Funds Standards and Procedures Manual and invoice templates (link above)
  - Bill to: California Department of Public Health, Tuberculosis Control Branch
  - Submit on your organization's letterhead, signed electronically or in blue ink
- If an invoice will not be emailed by the quarterly due date, please contact your CDPH TBCB Fiscal Analyst to request an extension.
- Invoices for FY 2023-2024 will not be processed until:
  - All outstanding invoices from the previous year have been submitted,
  - Signed copies of the certifications listed below have been received, and
  - CDPH TBCB has received a signed "Acceptance of Award" form.

ACCEPTING YOUR ENHANCED PREVENTION AND CONTROL AWARD
To acknowledge acceptance of this award and the conditions, please return the "Acceptance of Award" form with an authorized signature (electronic or in blue ink).

The following forms also require an authorized signature:

- Darfur Contracting Act
- Special Terms and Conditions
- Contractor Certification Clauses
- Certification of Established Electronic Directly Observed Therapy (eDOT) Policies and Procedures (if applicable)

Please submit all documents in electronic form or as a color scanned PDF by email only to TBCB.Awards@cdph.ca.gov

Fiscal questions should be directed to your TBCB Fiscal Analyst. Programmatic questions should be directed to your TBCB Program Liaison.

Sincerely,



Juanita Crosby
Assistant Chief

State of California—Health and Human Services Agency
California Department of Public Health

TOMÁS J. ARAGÓN, M.D., Dr.PH
Director and State Public Health Officer

GAVIN NEWSOM
Governor

ACCEPTANCE OF AWARD

Mariposa County Public Health Section

ENHANCED PREVENTION AND CONTROL Award Number: EPCF2223
FUNDING PERIOD: July 1, 2023 through June 30, 2024
Funding: $5,000

I hereby accept this award. By accepting this award, I agree to the requirements as described in the FY 2023-2024 Tuberculosis Control Local Assistance Funds Standards and Procedures Manual and any other conditions stipulated by the California Department of Public Health, Tuberculosis Control Branch.

_____ _____
Authorized Signature Date

_____ _____
Print Name Title

* Federal funds fiscal information: Project Grants and Cooperative Agreements for Tuberculosis Control Programs; CFDA number: 93.116; FAIN number: NU52PS910219

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-518

MEETING: September 19, 2023

TO: The Board of Supervisors

FROM: Joe Lynch, Director of Health and Human Services

RE: Approve Third Amendment to Agreement with Davis Guest Home Increasing the Amount by $30,000 to a New Amount Not to Exceed $160,000; and Authorize the Board of Supervisors Chair to Sign the Amendment

---

RECOMMENDATION AND JUSTIFICATION

Approve Third Amendment to Agreement with Davis Guest Home Increasing the Amount by $30,000 to a New Amount Not to Exceed $160,000; and Authorize the Board of Supervisors Chair to Sign the Amendment.

The County does not operate community residential facilities. This Agreement allows Mariposa County Health and Human Services Agency (HHSA) to utilize the services of Davis Guest Home at their Modesto area residential locations in order to serve persons in need. HHSA wishes to engage the services of this provider because of the benefits of the nearby location and the reasonable costs. Davis Guest Home has served Stanislaus and other counties for over 25 years. The service level for this agreement has been greater than anticipated, resulting in a request for additional funding through this amendment.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board of Supervisors approved the First Amendment to Agreement with Davis Guest Home through Resolution No. 2023-157 on March 21, 2023.
The Board of Supervisors approved the Second Amendment to Agreement with Davis Guest Home through Resolution No. 2023-435 on August 8, 2023.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

If this amendment is not approved, HHSA will be hindered in providing appropriate care to persons in need of residential facility services. When a crisis arises, costs for serving these persons may be higher because of not having a contract in place.

FINANCIAL IMPACT

There is no impact on the General Fund.

ATTACHMENTS

1. **Third Amendment - DGH Agreement 2023**
2. **Davis Guest Home 2023 EXECUTED**
3. **Davis Guest Home 2023 (A01)**
4. **Davis Guest Home 2023 (A02)**

VOTE RESULT

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

THIRD AMENDMENT TO AGREEMENT FOR PERSONALIZED RESIDENTIAL CARE

THIS THIRD AMENDMENT TO AGREEMENT FOR PERSONALIZAED RESIDENTIAL CARE, 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 Davis Guest Home, hereinafter referred to as "Contractor."

WHEREAS, County and Contractor have heretofore entered into an Agreement dated October 25, 2022, wherein Contractor agreed to provide personalized residential care; and

WHEREAS, County and Contractor have heretofore entered into a First Amendment dated March 21, 2023, wherein Contractor agreed to increase the compensation to a new amount not to exceed $120,000; and

WHEREAS, County and Contractor have heretofore entered into a Second Amendment dated August 8, 2023, wherein Contractor agreed to increase the compensation to a new amount not to exceed $130,000; 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," is hereby amended to provide that an additional $30,000 will be added to the amended amount of $130,000, making the total compensation paid to Contractor the not to exceed amount of $160,000.

Except as herein amended, the Agreement dated October 25, 2022, First Amendment dated March 21, 2023, and Second Amendment dated August 8, 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	Lonny Davis Davis Guest Home

COUNTERSIGNED: *(Government Code §25103)*	APPROVED AS TO FORM:
_____	_____
Danielle Bondshu Clerk of the Board	Steven W. Dahlem County Counsel

AGREEMENT ROUTING SHEET

To: *Danielle Bondshu or Tracy Gauthier* **Dept.:** *Clerk of the Board* **Date:** _____

From: Beth Alexander **Agreement with:** Davis Guest Home

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: Lonny Davis, Owner
(Name of person signing the agreement, and their title)

Vendor Email: unclonny2003@yahoo.com
(Email of signee)

For: Residential Care Service
*(Provide a brief description of the service provided or product purchased, i.e. **or** "Police service dog training", "Annual Senior Health Fair", etc.)*

Term: 7/1/2022 - 6/30/2023
*(Enter beginning "to" end. **Must be 5 years 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.):**

☒ $ 20,000 **DEPARTMENT HEADS, Under $20,000 (**MCC Section 3.08.050 and Res. 22-462):
(Purchasing Agent's approval required to purchase or lease real property or storage space.)

☐ $_____ **CAO as Purchasing Agent, Under $60,000** (MCC Section 3.08.090 and Res. 22-462):

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 w/ No Cost) (SAP 5.2.1.2 and Res. 22-462)** $ _____

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 (dbondshu@mariposacounty.org) and Tracy (tgauthier@mariposacounty.org) in the COB's Office for procurement of signatures.

DV

AGREEMENT FOR PERSONALIZED RESIDENTIAL CARE

THIS AGREEMENT ("Agreement") is made and entered into this 25th day of October, 2022, by and between the County of Mariposa, a political subdivision of the State of California, ("County"), and Davis Guest 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, 2022 and terminate on June 30, 2023 unless extended as provided by this Agreement.

2. SERVICES

Contractor shall perform personalized residential care 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 $20,000 as set forth in Exhibit B, "Cost Proposal," which is attached hereto and incorporated herein by reference. County shall pay Contractor within thirty (30) 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.

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:
Davis Guest Home, Inc.
1878 E. Hatch Rd.
Modesto, CA 95331

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

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

80EB2882DA5
ZorroSign

Joe Lynch, Director
Health and Human Services Agency

CONTRACTOR

80EB2882DAF
ZorroSign

Lonny Davis
Davis Guest Home

APPROVED AS TO LEGAL FORM:

80EB2882D9B
Steven W. Dahlem
ZorroSign

Steven W. Dahlem
County Counsel

Exhibit A
SCOPE OF WORK

A. DESCRIPTION OF SERVICES AND PROGRAM DESIGN

1. History of Organization

Davis Guest Home Inc. has operated Residential Care Facilities since 1962. Davis Guest home has long enjoyed a reputation of providing quality care and services for individuals who require a level of care not generally provided by residential care homes.

2. Mission Statement

Davis Guest Home is designed as a residential care facility offering a broad range of services to residents requiring a structured environment due to mental health challenges. Our structured environment within a non-restrictive, supervised program, focuses on each resident's specific needs and interests. Davis Guest Home is unique among the larger facilities in Central California in that it has maintained a home-like environment that has developed over the years. This has been accomplished by carefully selecting personnel who genuinely care for the residents and by maintaining on ongoing training program for all levels of staff.

An environment of respect, encouragement, and appreciation is provided for each of our residents. Residents are encouraged and given support in discovering and acquiring independent living skills and self-help management skills. Residents are also encouraged to participate in many out-of-home activities that are provided in an effort to normalize lifestyles and allow social training opportunities within the community. These objectives support our desire to help each resident reach and maintain his/her highest possible quality of life. It is our expectation at Davis Guest Home that each resident will achieve individualized goals that will result in their being re-integrated into the community as soon as possible.

Davis Guest Home views our relationship with residents as a continuum of mental health services. We are committed to the team concept in assisting the client. This team includes the facility, our case management team, OUI' local emergency acute inpatient hospitals, the conservator, the psychiatrist, the resident's family, case manager, and the resident. We are dedicated to facilitating communication between all of the individuals and agencies that participate in the treatment strategies affecting residents.

3. Goals and Outcomes

Davis Guest Home instructs and encourages clients to participate in tasks that promote independent living skills. As a result of residing at Davis Guest Home and participating in our full range of activities we expect each individual will experience an enrichment of life. This may be evidenced in many different ways:

1. An ability to interact in the community in a socially acceptable manner.
2. An increased awareness of resources within the community that are available for the resident's information, recreation, transportation, etc.

3. The development of personal hygiene, grooming, dressing, and household living skills.
4. The development and discipline of social interaction skills with family members, staff and other residents.

4. Current Programs and Services Offered

Davis Guest Home is dedicated to discovering each resident's interest and goals and to assist our residents in achieving these with training opportunities, education and counseling. Each day Davis Guest Home provides opportunities for residents to participate in activities or educational opportunities in the following areas:

Educational:

Money Management/Budgeting Training
Public Transportation Access/Utilization
Interpersonal/Dyadic Communications Skills
Family and Peer Relational Processes
Nutritional/Menu Planning and Food Preparation
Responsibility Orientation, Cause/Effect Sequences
Chemical Dependency/Substance Abuse Awareness

Socialization/Group Interactions:

Current Events/Cultural Relativity
Problem Solving/Life challenge-bridge
Self-Disclosure/Transparency Therapy
Healthy Responses to relational Pain/Trust Development
Self Acceptance Support Group

Entertainment/Recreational

Annual trips to Disneyland
Concerts, Community Events
Holiday Celebrations
Movies, Games, and Sports.
Bingo Bonanza
Talent Shows/Competition
Pizza/Ice Cream Socials
Shopping Trips
Birthday Celebrations
Live Bands/Dances

Davis Guest Home develops a schedule each month outlining daily routines, training opportunities, client council meetings, orientation time, and daily social/recreational opportunities. In constructing social/recreational and other schedules we attempt to coordinate events and situations to coincide with the Individual Program Plans that are developed for each client in our facility. The client council meetings provide opportunity for clients to influence the

choices and types of activities and events that are sponsored or attended by residents.

The following is a partial list of behaviors/symptoms that Davis Guest Home is prepared to address:

1. Serious, psychotic impairment: difficulty self-care in bathing dressing, grooming, toileting, eating; persistently intrusive behavior requiring significant redirection: serious regression which impedes or prevents program participation.
2. Sub-acute danger to self, including suicidal ideation
3. Gross inactivity
4. Basic difficulties in sharing, working out, co-existing in a room with another person.
5. Exaggerated, loud outbursts in response to perceived injustices.
6. Problem smoking unauthorized areas.
7. Borrowing, begging or stealing or inappropriate handling of money or property.
8. Medication Compliance.
9. Paranoid perception - which goes unvoiced and sometimes leads to the person acting out of place in the community.
10. Reversed sleep patterns - up all night. sleeping in the day.
11. Sexual acting out.
12. Excessive dependency.

Davis Guest Home is staffed with individuals that have bi-lingual capabilities: two of our administrative staff are fluent in sign language. We stress a multi-cultural approach that is reflected in both our staffing and programming. Staff members regularly receive training in defusing assaultive situations, and utilize early intervention techniques that serve to help prevent hospitalizations in most instances. Resident's personal and incidental funds are placed in trust and may be withdrawn by the client at regular intervals as determined by the resident's service plan, payee, and case management contracts. Davis Guest Home provides transportation to day programs, community events, recreational activities, doctor and medical appointments, and other transportation requirements.

5. Quality Assurance Procedures

At Davis Guest Home, qualified personnel distribute medication as directed by psychiatrist or physician at prescribed intervals. Davis Guest Home requires all staff documenting or distributing medication to complete in-service training pertaining to medications.

Davis Guest Home services, facility, programs and records are evaluated annually by the following agencies: State of California Community Care Licensing, Valley Mountain Regional Center, Stanislaus County Ombudsman Program, and Patients Rights Consumer Review Task Force, Stanislaus County.

6. Description of the Facility and Community

Davis Guest Home has served Stanislaus and other counties for over 25 years. Davis Guest Home Located at 1878 E. Hatch Road in Modesto is situated close to shopping centers,

restaurants, and recreational opportunities. Davis Guest Home is located on over two acres of beautifully landscaped, spacious park-like grounds that provide a relaxed setting for enjoying a country BBQ, outdoor activities or just lounging in the shade. Our second site is located on several acres at 1628 Nadine Avenue two blocks from the main facility. The facility on Nadine has 8 beds and offers a unique home-like atmosphere. In addition, Davis Guest Home has added another 8-bed facility, located on Mauna Loa County, in the Modesto suburb of Ceres. Our newest facility is a 33-bed adult facility located on the corner of Ohio Avenue and Waverly Drive. Davis Guest Home on Ohio has a unique county atmosphere and offers a very quiet and serene setting with an in-ground swimming pool and lots of other outdoor recreational opportunities. A11 of our facilities are situated near public transportation. Altogether, Davis Guest Homes provide services to almost 150 clients from a variety of agencies throughout the state of California.

7. Staff Qualifications and Training

We believe that Davis Guest Home is unique among residential care facilities in Central California with respect to its dedication to providing well-trained, high caliber personnel to serve our residents.

Davis Guest Homes are staff operated facilities. Lonny Davis. Owner/Administrator is involved in the daily operations of the facility. Mr. Davis has been responsible for the administration of Davis Guest Home for over twenty years. His qualifications include Social Science, BA, History, MA, completion of Valley Mountain Regional Center Provider Training Courses, American College of community Care Education Residential Provider Certification. and related training seminars offered by California Association of Residential Care Homes: Stanislaus County: and various other agencies.

All Davis Guest Home staff members are fingerprinted and attend courses in CPR, First Aid, and bimonthly in-service training programs. In-service training's provide a forum, which allows discussion and interaction among staff concerning residents, IPP's (Individual Program Plans), residents' day programs, and general progress. Motivation techniques such as recognition and praise, cash bonuses, restaurant gift certificates, etc. are used to award staff demonstrating qualities of personal initiative, diligence and concern for clients' welfare, which we are attempting to promote.

8. Designated Psychiatrist

Davis Guest Home residents are provided psychiatric services by local psychiatrists who are contracted with Davis Guest Home. Psychiatrists visit residents on-site regularly and are on call continuously for emergency consultation.

The psychiatrist that Davis Guest Homes contracts with will bill each counties Department of Mental Health the standard Medi-Cal reimbursement rates for the initial consult/new patient assessment, and the regular/subsequent medication refill appointments.

9. Clients to be Served

Davis Guest Home is unique in that it successfully provides a secure environment for individuals who are placed from a variety of programs reflecting diverse needs and aptitudes. We have been successful in working with individuals who are behaviorally inappropriate in such areas as: non-compliance, defiance, non-assaultive aggressiveness, psychotic ideations, hygiene deficiencies, medication resistance, and substance abuse histories.

Davis Guest Home is licensed for adult population both ambulatory and non-ambulatory.

10. Placement Procedures

A member of our management team personally evaluates potential residents of Davis Guest Home. Davis Guest Home reserves the right to deny placement to any client we feel would not fit into our population or does not meet our placement criteria.

All potential residents will complete an interview process that will entail an examination of records, personal history, medical review, Individual Program Plan, and the pre-placement appraisal form.

11. Emergency Services

Emergency services are provided by "Stanislaus Behavioral Health Center". Placing counties and agencies may also choose to transfer an individual back to the county of origin for in-patient acute care. Davis Guest Home has transportation services available on a case-by-case basis. To check on availability and cost to specific destinations, contact our office.

13. Program Expenses

Each resident is evaluated on an individual basis respecting behavioral and social history, ambulatory status, medical status, special services requested or required, and number of staff hours required to successfully maintaining the resident. A current copy of the "Davis Guest Home Rate Quote Sheet" is enclosed with this informational packet.

14. Terminating Placement

COUNTY will give CONTRACTOR a written two-week notice upon terminating a resident's placement at CONTRACTOR'S facility. Residents that are moved from CONTRACTOR'S facility without providing a two-week written notice, or before the date indicated on the notice, COUNTY will be responsible for payment of the term indicated in the termination notice.

15. 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.

B. POLICIES REGARDING BED HOLD, CONSERVATORSHIP and LEAVE OF ABSENCES

COUNTY agrees that in the event individuals placed with CONTRACTOR are no longer conserved by COUNTY, CONTRACTOR will be notified as to the change of Conservator status.

COUNTY agrees to continue case management responsibility for any client whose MARIPOSA COUNTY conservatorship terminates while at CONTRACTOR's facility. COUNTY further agrees to work towards avoiding a non-conserved client leaving CONTRACTOR's facility and becoming a Stanislaus permanent resident. All efforts will be made to relocate such a client to MARIPOSA COUNTY for placement.

COUNTY shall pay the daily rate for clients participating in the program when a client is absent for a short time which is defined as not more than (7) days of non-medical leave and not more than (10) days of medical leave upon prior notification by CONTRACTOR.

COUNTY will give CONTRACTOR a written two-week notice upon terminating a resident's placement at CONTRACTOR's facility. Residents that are moved from CONTRACTOR's facility without providing a two-week written notice, or before the date indicated on the notice, COUNTY will be responsible for payment of the term indicated in the termination notice.

CONTRACTOR will hold a resident's bed for a total of ten days for in-patient hospitalizations (Medical and or Psychiatric) per occurrence and seven days per month for overnight passes. Upon written requests, exceptions can be accepted with COUNTY approval. Hospital days and passes require payment to CONTRACTOR within time framed indicated above, extensions may be secured with written notice to CONTRACTOR.

COUNTY shall pay CONTRACTOR with (30) days of receipt of an approved invoice.

Exhibit B
COST PROPOSAL
Transitional Rate Program/Services:

$ 1,211.77 SSI *
$ 1,231.77 SSI/SSA*
$ 140.00 Daily Patch Rate

*The resident's SSI/SSI monthly residential board and care rate is currently $1,211.77/$1,231.77 per month (this monthly amount is subject to annual adjustments by the Federal Government and State of California).

Augmented services provided by Davis Guest Home such as transportation outside of Stanislaus County, extraordinary staffing requests, residents requiring special medical attention waivers or treatments and other enhanced services may be negotiated on an individual basis.

Before placement, all residents of Davis Guest Homes must have in place some form of medical insurance or provision for medical care and treatments including payment arrangements.

In special situations Davis Guest Homes may require an adjustment to the daily rate based upon acuity, medical complexity, and behavior problems requiring staff interventions beyond typical staff to client ratios. The rates may vary between $350.00 and $800.00 daily for higher acuity, new acute facility, and $275.00 for private rooms.

Residents who are not removed from Davis Guest Home facilities within 30 days of receiving discharge notice (as stipulated in the Admission Agreement) will be assessed a daily rate of $350.00 for Transitional residents, $375.00 for Private rooms, $150.00 additional per diem for individuals who are in high acuity facilities from day 31 until time they are relocated.

Board and Care shall be paid from the clients SSI or SSI/SSA benefits. If the client does not yet receive SSI or SSI/SSA benefits, or those benefits have been diminished due to back payments owed to other entities, or do not reflect standard residential care rates, COUNTY will provide payment to cover the delinquent and /or amount owed. The clients SSI or SSI/SSA monthly residential board and care rate is currently $1,211.77 per month for a client who receives one check and $1,231.77 for a client who receives two checks (this monthly amount is subject to annual adjustments by the Federal Government and State of California), which adjustments shall be effective without the need for any amendment to the Agreement. County will be responsible to cover SSI/SSA benefits within 30 days of being delinquent and continuing until Resident is removed from Davis Guest Home or SSI/SSA benefits are restored.

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MARIPOSA COUNTY

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

RESOLUTION - ACTION REQUESTED 2023-157

MEETING: March 21, 2023

TO: The Board of Supervisors

FROM: Joe Lynch, Health & Human Services Agency Director

RE: First Amendment - Davis Guest Home Agreement to Provide Residential Services for BH

RECOMMENDATION AND JUSTIFICATION:
Approve First Amendment to Agreement with Davis Guest Home to provide community residential treatment services for clients referred by Mariposa County Behavioral Health Increasing the amount by $100,000 for a new amount to not exceed $120,000; and authorize the Board of Supervisors Chair to sign the Amendment.

The County does not operate community residential facilities. This Agreement will allow Mariposa County Behavioral Health to utilize the services of Davis Guest Home at their Modesto area residential locations in order to serve persons in need. Behavioral Health wishes to engage the services of this provider because of the benefits of the nearby location and the reasonable costs. Davis Guest home has served Stanislaus and other counties for over 25 years. The service level for this agreement has been greater than anticipated, resulting in a request for additional funding through this amendment.

Funding Source:
This item is funded through Program Realignment funds. The rates for this contract are below rates for psychiatric emergency hospital beds or other serious levels of care, and there are significant staff time and travel cost savings for such placements during follow up visits because of the nearby location.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
Board of Supervisors approved an agreement with Davis Guest Home on March 23, 2017 through Resolution 2017-316.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
If this amendment is not approved, Behavioral Health will be hindered in providing appropriate care to persons in need of residential facility services. When a crisis arises, costs for serving these persons may be higher by not having a contract in place.

FINANCIAL IMPACT:
This contract will be paid within the Behavioral Health budget unit. There will be no impact to the County General Fund.

ATTACHMENTS:

REF ID# 13877

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Davis Guest Home 2023 - DH 10.25.2022 - EXECUTED (1) (PDF)
First Amendment - DGH Agreement 2023 (1) (PDF)

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

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FIRST AMENDMENT TO AGREEMENT FOR PERSONALIZED RESIDENTIAL CARE

THIS FIRST AMENDMENT TO AGREEMENT FOR PERSONALIZED RESIDENTIAL CARE, is made and entered into this 6 day of March 2023, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as "County," and Davis Guest Home, hereinafter referred to as "Contractor."

WHEREAS, County and Contractor have heretofore entered into an Agreement dated October 25, 2022, wherein Contractor agreed to provide personalized residential 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 $100,000 will be added to the original amount of $20,000, making the total compensation paid to Contractor the not to exceed amount of $120,000.

Except as herein amended, the Agreement dated October 25, 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

DocuSigned by:
Miles S Menetrey
B43EC70C19BE446...

Miles Menetrey, Chair
Board of Supervisors

CONTRACTOR

DocuSigned by:
Lonny Davis
D58CF621603649A...

Lonny Davis
Davis Guest Home

COUNTERSIGNED:
(Government Code §25103)

DocuSigned by:
Danielle Bondshu
7CA008A502E44EB...

Danielle Bondshu
Clerk of the Board

APPROVED AS TO FORM:

DocuSigned by:
Steven W Dahlem
F6A416F06B394BF...

Steven W. Dahlem
County Counsel

DocuSign Envelope ID: E3243C25-64B3-4ADA-9A8B-04E086247ABB

AGREEMENT FOR PERSONALIZED RESIDENTIAL CARE

THIS AGREEMENT ("Agreement") is made and entered into this 25th day of October, 2022, by and between the County of Mariposa, a political subdivision of the State of California, ("County"), and Davis Guest 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, 2022 and terminate on June 30, 2023 unless extended as provided by this Agreement.

2. SERVICES

Contractor shall perform personalized residential care 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 $20,000 as set forth in Exhibit B, "Cost Proposal," which is attached hereto and incorporated herein by reference. County shall pay Contractor within thirty (30) 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.

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(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.

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

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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:

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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:
Davis Guest Home, Inc.
1878 E. Hatch Rd.
Modesto, CA 95331

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

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.

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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.

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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

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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.

DocuSign Envelope ID: E3243C25-64B3-4ADA-9A8B-04E086247ABB

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

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ZorroSign

Joe Lynch, Director
Health and Human Services Agency

CONTRACTOR

80EB2882DAF
ZorroSign

Lonny Davis
Davis Guest Home

APPROVED AS TO LEGAL FORM:

80EB2882D9B
Steven W. Dahlem
ZorroSign

Steven W. Dahlem
County Counsel

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Exhibit A
SCOPE OF WORK

A. DESCRIPTION OF SERVICES AND PROGRAM DESIGN

1. History of Organization

Davis Guest Home Inc. has operated Residential Care Facilities since 1962. Davis Guest home has long enjoyed a reputation of providing quality care and services for individuals who require a level of care not generally provided by residential care homes.

2. Mission Statement

Davis Guest Home is designed as a residential care facility offering a broad range of services to residents requiring a structured environment due to mental health challenges. Our structured environment within a non-restrictive, supervised program, focuses on each resident's specific needs and interests. Davis Guest Home is unique among the larger facilities in Central California in that it has maintained a home-like environment that has developed over the years. This has been accomplished by carefully selecting personnel who genuinely care for the residents and by maintaining on ongoing training program for all levels of staff.

An environment of respect, encouragement, and appreciation is provided for each of our residents. Residents are encouraged and given support in discovering and acquiring independent living skills and self-help management skills. Residents are also encouraged to participate in many out-of-home activities that are provided in an effort to normalize lifestyles and allow social training opportunities within the community. These objectives support our desire to help each resident reach and maintain his/her highest possible quality of life. It is our expectation at Davis Guest Home that each resident will achieve individualized goals that will result in their being re-integrated into the community as soon as possible.

Davis Guest Home views our relationship with residents as a continuum of mental health services. We are committed to the team concept in assisting the client. This team includes the facility, our case management team, OUI' local emergency acute inpatient hospitals, the conservator, the psychiatrist, the resident's family, case manager, and the resident. We are dedicated to facilitating communication between all of the individuals and agencies that participate in the treatment strategies affecting residents.

3. Goals and Outcomes

Davis Guest Home instructs and encourages clients to participate in tasks that promote independent living skills. As a result of residing at Davis Guest Home and participating in our full range of activities we expect each individual will experience an enrichment of life. This may be evidenced in many different ways:

1. An ability to interact in the community in a socially acceptable manner.
2. An increased awareness of resources within the community that are available for the resident's information, recreation, transportation, etc.

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3. The development of personal hygiene, grooming, dressing, and household living skills.
4. The development and discipline of social interaction skills with family members, staff and other residents.

4. Current Programs and Services Offered

Davis Guest Home is dedicated to discovering each resident's interest and goals and to assist our residents in achieving these with training opportunities, education and counseling. Each day Davis Guest Home provides opportunities for residents to participate in activities or educational opportunities in the following areas:

Educational:

Money Management/Budgeting Training
Public Transportation Access/Utilization
Interpersonal/Dyadic Communications Skills
Family and Peer Relational Processes
Nutritional/Menu Planning and Food Preparation
Responsibility Orientation, Cause/Effect Sequences
Chemical Dependency/Substance Abuse Awareness

Socialization/Group Interactions:

Current Events/Cultural Relativity
Problem Solving/Life challenge-bridge
Self-Disclosure/Transparency Therapy
Healthy Responses to relational Pain/Trust Development
Self Acceptance Support Group

Entertainment/Recreational

Annual trips to Disneyland
Concerts, Community Events
Holiday Celebrations
Movies, Games, and Sports.
Bingo Bonanza
Talent Shows/Competition
Pizza/Ice Cream Socials
Shopping Trips
Birthday Celebrations
Live Bands/Dances

Davis Guest Home develops a schedule each month outlining daily routines, training opportunities, client council meetings, orientation time, and daily social/recreational opportunities. In constructing social/recreational and other schedules we attempt to coordinate events and situations to coincide with the Individual Program Plans that are developed for each client in our facility. The client council meetings provide opportunity for clients to influence the

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choices and types of activities and events that are sponsored or attended by residents.

The following is a partial list of behaviors/symptoms that Davis Guest Home is prepared to address:

1. Serious, psychotic impairment: difficulty self-care in bathing dressing, grooming, toileting, eating; persistently intrusive behavior requiring significant redirection: serious regression which impedes or prevents program participation.
2. Sub-acute danger to self, including suicidal ideation
3. Gross inactivity
4. Basic difficulties in sharing, working out, co-existing in a room with another person.
5. Exaggerated, loud outbursts in response to perceived injustices.
6. Problem smoking unauthorized areas.
7. Borrowing, begging or stealing or inappropriate handling of money or property.
8. Medication Compliance.
9. Paranoid perception - which goes unvoiced and sometimes leads to the person acting out of place in the community.
10. Reversed sleep patterns - up all night. sleeping in the day.
11. Sexual acting out.
12. Excessive dependency.

Davis Guest Home is staffed with individuals that have bi-lingual capabilities: two of our administrative staff are fluent in sign language. We stress a multi-cultural approach that is reflected in both our staffing and programming. Staff members regularly receive training in defusing assaultive situations, and utilize early intervention techniques that serve to help prevent hospitalizations in most instances. Resident's personal and incidental funds are placed in trust and may be withdrawn by the client at regular intervals as determined by the resident's service plan, payee, and case management contracts. Davis Guest Home provides transportation to day programs, community events, recreational activities, doctor and medical appointments, and other transportation requirements.

5. Quality Assurance Procedures

At Davis Guest Home, qualified personnel distribute medication as directed by psychiatrist or physician at prescribed intervals. Davis Guest Home requires all staff documenting or distributing medication to complete in-service training pertaining to medications.

Davis Guest Home services, facility, programs and records are evaluated annually by the following agencies: State of California Community Care Licensing, Valley Mountain Regional Center, Stanislaus County Ombudsman Program, and Patients Rights Consumer Review Task Force, Stanislaus County.

6. Description of the Facility and Community

Davis Guest Home has served Stanislaus and other counties for over 25 years. Davis Guest Home Located at 1878 E. Hatch Road in Modesto is situated close to shopping centers,

DocuSign Envelope ID: E3243C25-64B3-4ADA-9A8B-04E086247ABB

restaurants, and recreational opportunities. Davis Guest Home is located on over two acres of beautifully landscaped, spacious park-like grounds that provide a relaxed setting for enjoying a country BBQ, outdoor activities or just lounging in the shade. Our second site is located on several acres at 1628 Nadine Avenue two blocks from the main facility. The facility on Nadine has 8 beds and offers a unique home-like atmosphere. In addition, Davis Guest Home has added another 8-bed facility, located on Mauna Loa County, in the Modesto suburb of Ceres. Our newest facility is a 33-bed adult facility located on the corner of Ohio Avenue and Waverly Drive. Davis Guest Home on Ohio has a unique county atmosphere and offers a very quiet and serene setting with an in-ground swimming pool and lots of other outdoor recreational opportunities. A11 of our facilities are situated near public transportation. Altogether, Davis Guest Homes provide services to almost 150 clients from a variety of agencies throughout the state of California.

7. Staff Qualifications and Training

We believe that Davis Guest Home is unique among residential care facilities in Central California with respect to its dedication to providing well-trained, high caliber personnel to serve our residents.

Davis Guest Homes are staff operated facilities. Lonny Davis. Owner/Administrator is involved in the daily operations of the facility. Mr. Davis has been responsible for the administration of Davis Guest Home for over twenty years. His qualifications include Social Science, BA, History, MA, completion of Valley Mountain Regional Center Provider Training Courses, American College of community Care Education Residential Provider Certification. and related training seminars offered by California Association of Residential Care Homes: Stanislaus County: and various other agencies.

All Davis Guest Home staff members are fingerprinted and attend courses in CPR, First Aid, and bimonthly in-service training programs. In-service training's provide a forum, which allows discussion and interaction among staff concerning residents, IPP's (Individual Program Plans), residents' day programs, and general progress. Motivation techniques such as recognition and praise, cash bonuses, restaurant gift certificates, etc. are used to award staff demonstrating qualities of personal initiative, diligence and concern for clients' welfare, which we are attempting to promote.

8. Designated Psychiatrist

Davis Guest Home residents are provided psychiatric services by local psychiatrists who are contracted with Davis Guest Home. Psychiatrists visit residents on-site regularly and are on call continuously for emergency consultation.

The psychiatrist that Davis Guest Homes contracts with will bill each counties Department of Mental Health the standard Medi-Cal reimbursement rates for the initial consult/new patient assessment, and the regular/subsequent medication refill appointments.

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9. Clients to be Served

Davis Guest Home is unique in that it successfully provides a secure environment for individuals who are placed from a variety of programs reflecting diverse needs and aptitudes. We have been successful in working with individuals who are behaviorally inappropriate in such areas as: non-compliance, defiance, non-assaultive aggressiveness, psychotic ideations, hygiene deficiencies, medication resistance, and substance abuse histories.

Davis Guest Home is licensed for adult population both ambulatory and non-ambulatory.

10. Placement Procedures

A member of our management team personally evaluates potential residents of Davis Guest Home. Davis Guest Home reserves the right to deny placement to any client we feel would not fit into our population or does not meet our placement criteria.

All potential residents will complete an interview process that will entail an examination of records, personal history, medical review, Individual Program Plan, and the pre-placement appraisal form.

11. Emergency Services

Emergency services are provided by "Stanislaus Behavioral Health Center". Placing counties and agencies may also choose to transfer an individual back to the county of origin for in-patient acute care. Davis Guest Home has transportation services available on a case-by-case basis. To check on availability and cost to specific destinations, contact our office.

13. Program Expenses

Each resident is evaluated on an individual basis respecting behavioral and social history, ambulatory status, medical status, special services requested or required, and number of staff hours required to successfully maintaining the resident. A current copy of the “Davis Guest Home Rate Quote Sheet” is enclosed with this informational packet.

14. Terminating Placement

COUNTY will give CONTRACTOR a written two-week notice upon terminating a resident’s placement at CONTRACTOR’S facility. Residents that are moved from CONTRACTOR’S facility without providing a two-week written notice, or before the date indicated on the notice, COUNTY will be responsible for payment of the term indicated in the termination notice.

15. 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

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activity contractor performs on behalf of COUNTY, to the extent COUNTY would be required to comply with such requirements.

B. POLICIES REGARDING BED HOLD, CONSERVATORSHIP and LEAVE OF ABSENCES

COUNTY agrees that in the event individuals placed with CONTRACTOR are no longer conserved by COUNTY, CONTRACTOR will be notified as to the change of Conservator status.

COUNTY agrees to continue case management responsibility for any client whose MARIPOSA COUNTY conservatorship terminates while at CONTRACTOR's facility. COUNTY further agrees to work towards avoiding a non-conserved client leaving CONTRACTOR's facility and becoming a Stanislaus permanent resident. All efforts will be made to relocate such a client to MARIPOSA COUNTY for placement.

COUNTY shall pay the daily rate for clients participating in the program when a client is absent for a short time which is defined as not more than (7) days of non-medical leave and not more than (10) days of medical leave upon prior notification by CONTRACTOR.

COUNTY will give CONTRACTOR a written two-week notice upon terminating a resident's placement at CONTRACTOR's facility. Residents that are moved from CONTRACTOR's facility without providing a two-week written notice, or before the date indicated on the notice, COUNTY will be responsible for payment of the term indicated in the termination notice.

CONTRACTOR will hold a resident's bed for a total of ten days for in-patient hospitalizations (Medical and or Psychiatric) per occurrence and seven days per month for overnight passes. Upon written requests, exceptions can be accepted with COUNTY approval. Hospital days and passes require payment to CONTRACTOR within time framed indicated above, extensions may be secured with written notice to CONTRACTOR.

COUNTY shall pay CONTRACTOR with (30) days of receipt of an approved invoice.

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Exhibit B
COST PROPOSAL
Transitional Rate Program/Services:

$ 1,211.77 SSI *
$ 1,231.77 SSI/SSA*
$ 140.00 Daily Patch Rate

*The resident's SSI/SSI monthly residential board and care rate is currently $1,211.77/$1,231.77 per month (this monthly amount is subject to annual adjustments by the Federal Government and State of California).

Augmented services provided by Davis Guest Home such as transportation outside of Stanislaus County, extraordinary staffing requests, residents requiring special medical attention waivers or treatments and other enhanced services may be negotiated on an individual basis.

Before placement, all residents of Davis Guest Homes must have in place some form of medical insurance or provision for medical care and treatments including payment arrangements.

In special situations Davis Guest Homes may require an adjustment to the daily rate based upon acuity, medical complexity, and behavior problems requiring staff interventions beyond typical staff to client ratios. The rates may vary between $350.00 and $800.00 daily for higher acuity, new acute facility, and $275.00 for private rooms.

Residents who are not removed from Davis Guest Home facilities within 30 days of receiving discharge notice (as stipulated in the Admission Agreement) will be assessed a daily rate of $350.00 for Transitional residents, $375.00 for Private rooms, $150.00 additional per diem for individuals who are in high acuity facilities from day 31 until time they are relocated.

Board and Care shall be paid from the clients SSI or SSI/SSA benefits. If the client does not yet receive SSI or SSI/SSA benefits, or those benefits have been diminished due to back payments owed to other entities, or do not reflect standard residential care rates, COUNTY will provide payment to cover the delinquent and /or amount owed. The clients SSI or SSI/SSA monthly residential board and care rate is currently $1,211.77 per month for a client who receives one check and $1,231.77 for a client who receives two checks (this monthly amount is subject to annual adjustments by the Federal Government and State of California), which adjustments shall be effective without the need for any amendment to the Agreement. County will be responsible to cover SSI/SSA benefits within 30 days of being delinquent and continuing until Resident is removed from Davis Guest Home or SSI/SSA benefits are restored.

DocuSign

Certificate Of Completion

Envelope Id: E3243C2564B34ADA9A8B04E086247ABB
Status: Delivered
Subject: Complete with DocuSign: 23-157-HHSA- Agreement-Davis Guest Home 3-6-23.pdf
Source Envelope:
Document Pages: 18
Signatures: 4
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Envelope Originator:
Mariposa Clerk of the Board
5100 Bullion St FL 2
Mariposa, CA 95338
Clerk-bos@mariposacounty.org
IP Address: 64.118.100.36

Record Tracking

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Signer Events	Signature	Timestamp
Steven W Dahlem sdahlem@mariposacounty.org Security Level: Email, Account Authentication (None)	DocuSigned by: Steven W Dahlem F6A416F06B394BF... Signature Adoption: Pre-selected Style Using IP Address: 64.118.100.36	Sent: 3/21/2023 2:07:52 PM Viewed: 3/21/2023 2:18:12 PM Signed: 3/21/2023 2:18:22 PM
Electronic Record and Signature Disclosure: Accepted: 12/28/2022 3:42:40 PM ID: 168bcdc6-bde7-4f01-885a-c1872fec5bc7		
Miles S Menetrey mmenetrey@mariposacounty.org Mariposa County Board Chair Security Level: Email, Account Authentication (None)	DocuSigned by: Miles S Menetrey B43EC70C19BE446... Signature Adoption: Pre-selected Style Using IP Address: 64.118.100.36	Sent: 3/21/2023 2:18:24 PM Viewed: 3/21/2023 3:14:03 PM Signed: 3/21/2023 3:14:19 PM
Electronic Record and Signature Disclosure: Accepted: 2/16/2023 5:48:07 PM ID: 190c885b-38bf-47d2-91f4-909adbc5aa30		
Danielle Bondshu dbondshu@mariposacounty.org Security Level: Email, Account Authentication (None)	DocuSigned by: Danielle Bondshu 7CA008A502E44EB... Signature Adoption: Pre-selected Style Using IP Address: 64.118.100.36	Sent: 3/21/2023 3:14:22 PM Viewed: 3/22/2023 12:53:04 PM Signed: 3/22/2023 12:53:11 PM
Electronic Record and Signature Disclosure: Accepted: 1/4/2023 2:37:06 PM ID: 5252ab10-8bee-4985-bdc8-3daabc1d1971		
Lonny Davis unclonny2003@yahoo.com Owner/President Security Level: Email, Account Authentication (None)	DocuSigned by: Lonny Davis D58CF621603649A... Signature Adoption: Pre-selected Style Using IP Address: 47.47.76.66	Sent: 3/22/2023 12:53:13 PM Viewed: 3/23/2023 3:51:05 PM Signed: 3/23/2023 4:05:58 PM
Electronic Record and Signature Disclosure:		

Signer Events	Signature	Timestamp
Accepted: 3/23/2023 3:51:05 PM ID: a4ef078a-3856-4e04-a038-38cf6f78540f		
Contracts HHSA contractshhsa@mariposacounty.org Security Level: Email, Account Authentication (None)		Sent: 3/23/2023 4:06:01 PM Viewed: 3/23/2023 4:08:17 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	3/21/2023 2:07:52 PM
Certified Delivered	Security Checked	3/23/2023 4:08:17 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.

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MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-435

MEETING: August 8, 2023

TO: The Board of Supervisors

FROM: Joe Lynch, Director of Health and Human Services

RE: Approve Second Amendment to Agreement with Davis Guest Home Increasing the Amount by $10,000 for a New Amount Not to Exceed $130,000 for Personalized Residential Care Services; and Authorize the Board of Supervisors Chair to Sign the Amendment

---

RECOMMENDATION AND JUSTIFICATION

Approve Second Amendment to Agreement with Davis Guest Home Increasing the Amount by $10,000 for a New Amount Not to Exceed $130,000 for Personalized Residential Care Services; and Authorize the Board of Supervisors Chair to Sign the Amendment.

The County does not operate community residential facilities. This Agreement will allow Mariposa County Health and Human Services Agency's (HHSA) Behavioral Health branch to utilize the services of Davis Guest Home at their Modesto area residential locations in order to serve persons in need. Behavioral Health wishes to engage the services of this provider because of the benefits of the nearby location and the reasonable costs. Davis Guest Home has served Stanislaus and other counties for over 25 years. The service level for this agreement has been greater than anticipated, resulting in a request for additional funding through this amendment.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board of Supervisors approved the First Amendment to Agreement with Davis Guest Home through Resolution No. 2023-157 on March 21, 2023.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

If this amendment is not approved, Behavioral Health will be hindered in providing appropriate care to persons in need of residential facility services. When a crisis arises, costs for serving these persons may be higher by not having a contract in place.

FINANCIAL IMPACT

This contract will be paid by the HHSA Behavioral Health budget unit. There will be no impact on the County General Fund.

ATTACHMENTS

1. **Second Amendment - DGH Agreement 2023**

DS

C-HHSA

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2. **Davis Guest Home 2023 - DH 10.25.2022 - EXECUTED**
3. **Davis Guest Home 2023 (A01) - Res. 2023-157-EXECUTED**

VOTE RESULT

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
ABSTAIN:	None

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SECOND AMENDMENT TO AGREEMENT FOR PERSONALIZED RESIDENTIAL CARE

THIS SECOND AMENDMENT TO AGREEMENT FOR PERSONALIZED RESIDENTIAL CARE, is made and entered into this 8th day of August 2023, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as "County," and Davis Guest Home, hereinafter referred to as "Contractor."

WHEREAS, County and Contractor have heretofore entered into an Agreement dated October 25, 2022, wherein Contractor agreed to provide personalized residential care services; and

WHEREAS, County and Contractor have heretofore entered into a First Amendment dated March 6, 2023, wherein Contractor agreed to increase compensation to an amount not to exceed $120,000; and

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 $10,000 will be added to the amended amount of $120,000, making the total compensation paid to Contractor the not to exceed amount of $130,000.

Except as herein amended, the Agreement dated October 25, 2022 and First Amendment dated March 6, 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.

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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
B43EC70C19BE446...

Miles Menetrey, Chair
Board of Supervisors

CONTRACTOR

DocuSigned by:
Lonny Davis
D58CF621603649A...

Lonny Davis
Davis Guest Home

COUNTERSIGNED:
(Government Code §25103)

DocuSigned by:
Danielle Bondshu
7CA008A502E44EB...

Danielle Bondshu
Clerk of the Board

APPROVED AS TO FORM:

DocuSigned by:
Steve Dahlem
F6A416F06B394BF...

Steven W. Dahlem
County Counsel

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-519

MEETING: September 19, 2023

TO: The Board of Supervisors

FROM: Joe Lynch, Director of Health and Human Services

RE: Approve an Amendment to Extend the Term of the Agreement with Tulare County Superintendent of Schools by One Year, Effective July 1, 2022, Through June 30, 2024, and Increasing the Compensation for a New Amount Not to Exceed $38,000 to Carry out Youth Substance Abuse Prevention Activities (i.e., Friday Night Live, Club Live); and Authorize the Board of Supervisors Chair to Sign the Amendment

---

RECOMMENDATION AND JUSTIFICATION

Approve an Amendment to Extend the Term of the Agreement with Tulare County Superintendent of Schools by One Year, Effective July 1, 2022, Through June 30, 2024, and Increasing the Compensation for a New Amount Not to Exceed $38,000 to Carry out Youth Substance Abuse Prevention Activities (i.e., Friday Night Live, Club Live); and Authorize the Board of Supervisors Chair to Sign the Amendment.

Health and Human Services Agency (HHSA) will collaborate with Tulare County to implement a variety of substance abuse prevention programs throughout County of Mariposa. Specific responsibilities for HHSA include:

-Implement Friday Night Live (FNL) programs

-Demonstrate efforts to become a Member in Good Standing (MIGS)

-Utilize the Primary Prevention SUD Data System to report all FNL programs

-Establish an FNL chapter that specifically supports the engagement of special populations with supplemental funds

The purpose of the amendment is to extend the term of the agreement through June 30, 2024.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board of Supervisors approved the Agreement with Tulare County on April 4, 2023 through Resolution No. 2023-178.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Non-approval of the amendment increases the difficulty in County of Mariposa obtaining the required resources to conduct alcohol and other drug prevention activities for Mariposa County youth and

adults.

FINANCIAL IMPACT

There is no impact on the General Fund.

ATTACHMENTS

1. **Amendment - Tulare County Superintendent of Schools Agreement**
2. **Tulare County Friday Night Live 2023 - Res. 2023-178-EXECUTED**

VOTE RESULT

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

Tulare County Office of Education

Committed to Students, Support & Service

Tim A. Hire
County Superintendent of Schools

P.O. Box 5091
Visalia, California
93278-5091

(559) 733-6300
tcoe.org

Administration
(559) 733-6301
fax (559) 627-5219

Business Services
(559) 733-6474
fax (559) 737-4378

Human Resources
(559) 733-6306
fax (559) 627-4670

Instructional Services
(559) 302-3633
fax (559) 739-0310

Special Services
(559) 730-2910
fax (559) 730-2511

Main Locations

Administration Building & Conference Center
6200 S. Mooney Blvd.
Visalia

Doe Avenue Complex
7000 Doe Ave.
Visalia

Liberty Center/ Planetarium & Science Center
11535 Ave. 264
Visalia

July 17, 2023

County of Mariposa
5362 Lemee Lane
Mariposa, CA 95338

Miles Mentry.

Attached is your Agency Agreement Amendment for 23 – 24 from California Friday Night Live Partnership.

Please sign and return either by e-mail or by mail to:

E-mail: karla.doyer@tcoe.org

OR

Mail: Tulare County Office of Education
Attn: Karla Doyer, Purchasing & Agreements Manager
P.O. Box 5091
Visalia, Ca 93278-5091

Please feel free to contact me if you have any questions. Thank you.

Sincerely,

Karla Doyer

Karla Doyer

Purchasing & Agreements Manager | 559-302-3729 | karla.doyer@tcoe.org

TULARE COUNTY SUPERINTENDENT OF SCHOOLS
AND
COUNTY OF MARIPOSA

THIS AMENDMENT TO AGREEMENT is entered into as of July 1, 2023, between the TULARE COUNTY SUPERINTENDENT OF SCHOOLS, referred to as **SUPERINTENDENT**, and **COUNTY OF MARIPOSA**, referred to as **AGENCY** with reference to the following:

A. The parties entered into an Agreement on April 4, 2023, to implement Friday Night Live (FNL) programming in Mariposa County as described therein, herein referred to as "Agreement;"

B. The parties now desire to:
   a. Extend the Agreement by one year;
   b. Increase the amount of the Agreement;
   c. Replace Exhibit A with amended Exhibit A, Scope of Work 2022-2024; and
   d. Add Exhibit B.

ACCORDINGLY, IT IS AGREED:

1. Paragraph 1 of the Agreement is hereby amended to read as follows:

   1. TERM: This Agreement shall become effective July 1, 2022 and shall expire on June 30, 2024.

2. Paragraph 3 of the Agreement is hereby amended to read as follows:

   3. COST OF SERVICES: SUPERINTENDENT shall pay AGENCY the actual costs of such services to the extent they are allowable not to exceed the sum of $38,000.00.

3. Exhibit A shall be replaced with amended Exhibit A, Scope of Work 2022-2024.

4. Exhibit B is now included in the Agreement.

5. Except for the amended paragraphs and exhibits of said Agreement, all other terms and conditions of said Agreement shall remain in full force and effect.

THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

TULARE COUNTY SUPERINTENDENT
OF SCHOOLS

Date: 7/11/23

By _____
Tim A. Hire, Superintendent of Schools
Tulare County Office of Education
P.O. Box 5091, Visalia Ca 93278

COUNTY OF MARIPOSA

Date:

By _____
Miles Menetrey, Board Chair
County of Mariposa
5362 Lemee Lane, Mariposa, CA 95338

Date:

By _____
Steve Dahlem, County Counsel
County of Mariposa
5362 Lemee Lane, Mariposa, CA 95338

Date:

By _____
Daniele Bondshu, Clerk of the Board
County of Mariposa
5362 Lemee Lane, Mariposa, CA 95338

EXHIBIT A

SCOPE OF SERVICES, 2022 - 2024

Amended July 1, 2023

1. RESPONSIBILITIES OF CONTRACTOR:

- Implement Friday Night Live (FNL) program(s) (Friday Night Live [FNL], Club Live [CL], Friday Night Live Kids [FNLK], and/or Friday Night Live Mentoring [FNLM]) by supporting existing chapters and developing new chapters, utilizing FNL Standards of Practice *(Exhibit B)*.
- Demonstrate efforts to become a Member in Good Standing (MIGS). MIGS is a peer-driven process led by the California Friday Night Live Partnership (CFNLP) and the California Friday Night Live Collaborative Leadership Team (CFNLC LT). MIGS areas include:
    - A foundation of youth development, as realized through the implementation of the FNL Standards of Practice, in each program;
    - Implementation of an alcohol, tobacco, or other drug (ATOD) prevention-related project;
    - Program branding; and
    - Administrative requirements as communicated by the CFNLP and CFNLC LT.
- Report chapter activities through an online portal on a quarterly basis.
- Utilizing up to $10,000.00 of additional funds per year, increase the inclusion and participation of special populations in FNL chapter(s).

2. RESPONSIBILITIES OF SUPERINTENDENT:

- The California Friday Night Live Partnership (CFNLP)/Superintendent will provide technical assistance (TA) to support the successful implementation of all contractor responsibilities.
- The CFNLP/Superintendent will give the contractor the sole right to use FNL branding and materials in their respective county.

EXHIBIT A

FEE SCHEDULE

The contract total for services to be provided is estimated to be $38,000.00. This total reflects a base amount of $9,000.00 per year, plus up to an additional $10,000.00 per year based on the expanded inclusion of special populations in FNL chapter(s).

Reporting: CONTRACTOR will record FNL activities on a quarterly basis through an online portal.

CONTRACTOR shall submit one invoice and report narrative per project year. The invoice and report narrative will be submitted in accordance with the dates below by one of the two following methods:

MAIL: Tulare County Office of Education
California Friday Night Live Partnership
Attn: Katelyn Williford
PO Box 5091
Visalia, CA 93278-5091

EMAIL: katelyn.williford@tcoe.org

Project Year	Invoice & Report Narrative Due Date	Contract Amount
July 1, 2022 – June 30, 2023	July 15, 2023	$ 19,000.00
July 1, 2023 – June 30, 2024	July 15, 2024	$ 19,000.00
		Total $ 38,000.00

Payment will be made at the conclusion of each project year.

Invoice and report narrative templates will be made available by August 30, 2023.

MARIPOSA COUNTY

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

RESOLUTION - ACTION REQUESTED 2023-178

MEETING: April 4, 2023

TO: The Board of Supervisors

FROM: Joe Lynch, Health & Human Services Agency Director

RE: Tulare County Friday Night Live (FNL) Contract

RECOMMENDATION AND JUSTIFICATION:
Approve an Agreement with Tulare County Superintendent of Schools (Tulare County) to carry out substance abuse prevention activities in an amount not to exceed $19,000; and authorize the Board of Supervisors Chair to sign the Agreement.

Health and Human Services Agency (HHSA) will collaborate with Tulare County to implement a variety of substance abuse prevention programs throughout County of Mariposa. Specific responsibilities for HHSA include:

-Implement Friday Night Live (FNL) programs

-Demonstrate efforts to become a Member in Good Standing (MIGS)

-Utilize the Primary Prevention SUD Data System to report all FNL programs

-Establish an FNL chapter that specifically supports the engagement of special populations with supplemental funds

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board of Supervisors does not have a prior history with Tulare County Superintendent of Schools for this purpose.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Non approval of the agreement increases the difficulty in County of Mariposa obtaining the required resources to conduct alcohol and other drug prevention activities for Mariposa County youth and adults.

FINANCIAL IMPACT:
There is no impact to the County General Fund.

ATTACHMENTS:
Tulare Co. FNL Agreement 2023 - Wcsignature (PDF)

REF ID# 13888

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

For TCOE Office Use	
Vendor #	
Req. #	
PO #	
Contract #	230337

AGENCY AGREEMENT

THIS AGREEMENT, is entered into between the **Tulare County Superintendent of Schools**, referred to as **SUPERINTENDENT** and **County of Mariposa**, referred to as **CONTRACTOR**.

ACCORDINGLY, IT IS AGREED:

1. **TERM:** This Agreement shall become effective as July 1, of 2022 and shall expire on June 30, 2023

2. **SERVICES:** CONTRACTOR shall provide services as set forth: (See attach Exhibit A for details. The Exhibit A is made part of this Agreement by reference.)

3. **COST OF SERVICES**: SUPERINTENDENT shall pay CONTRACTOR the sum of $19,000. Payments will be made when evidence is provided that all deliverables have been complete.

4. **METHOD OF PAYMENT:**

A CONTRACTOR shall submit an invoice upon the completion of deliverables. CONTRACTOR shall send the invoice no later than July 15, 2023 by one of the three following methods:

MAIL: Tulare County Office of Education
California Friday Night Live Partnership
Attn: Azulie Wilson
6200 South Mooney Blvd., PO Box 5091
Visalia, California 93278-5091

EMAIL: azulie.wilson@tcoe.org

FAX: 559-737-4231

5. **INDEMNIFICATION: SUPERINTENDENT** and **Contractor** shall hold each other harmless, defend and indemnify their respective agents, officers and employees from and against any liability, claims, actions, costs, damages or losses of any kind, including death or injury to any person and/or damage to property, arising out of the activities of **SUPERINTENDENT** or **Contractor** or their agents, officers and employees under this Agreement. This indemnification shall be provided by each party to the other party regarding its own activities undertaken pursuant to this Agreement, or as a result of the relationship thereby created, including any claims that may be made against either party by any taxing authority asserting that an employer-employee relationship exists by reason of this Agreement, or any claims made against either party alleging civil rights violations by such party under Government Code section 12920 et seq. (California Fair Employment and Housing Act). This indemnification obligation shall continue beyond the term of this Agreement as to any acts or omissions occurring under this Agreement or any extension of this Agreement.

6. **TERMINATION:** Either party may terminate this Agreement without cause by giving thirty (30) calendar days advance written notice to the other party.

THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

CONTRACTOR
~~Rosemarie Smallcombe~~ MILES MENETREY
Board of Supervisors, Chair
5362 Lemee Lane
Mariposa, CA 95338

By: _____

Date: April 4, 2023

SUPERINTENDENT
Tim A. Hire, Superintendent
Tulare County Superintendent of Schools
Tulare County Office of Education
P.O. Box 5091
Visalia CA 93278-5091

By: _____

Date: 8/12/22

APPROVED AS TO FORM
STEVEN W. DAHLEM
COUNTY COUNSEL

TCOE Program Information
Contact Person and Phone No.: Lynne Goodwin
Division: CFNLP
Program Title:
Budget Number: 010-58103-3-490000-400000-51000-00-9620

Please return two original copies to: Tulare County Office of Education
ATTN: Internal Business Services Secretary
P.O. Box 5091
Visalia, CA 93278-5091

EXHIBIT A

SCOPE OF SERVICES

1. RESPONSIBILITIES OF CONTRACTOR:

- Implement Friday Night Live (FNL) program(s): Friday Night Live (FNL) , Club Live (CL), Friday Night Live Kids (FNLK), and/or Friday Night Live Mentoring (FNLM) by supporting existing chapters and developing new chapters.
- Demonstrate efforts to become a Member in Good Standing (MIGS).
- Utilize the Primary Prevention SUD Data System (PPSDS), to report all FNL, CL, FNLK, FNLM.
- Establish an FNL chapter that specifically supports the engagement of special populations (i.e., tribal, system involved [foster youth, justice, etc.], LGBTQIA+, and/or youth experiencing homelessness) with the supplemental funds ($10,000).

2. RESPONSIBILITIES OF SUPERINTENDENT:

EXHIBIT A

FEE SCHEDULE

The contract total for services to be provided are estimated to be $19,000.00, including travel or other expenses.

Payment will be made at the conclusion of the project year.

RE: Contract for MSF from CFNLP

Danielle Bondshu <dbondshu@mariposacounty.org>
Fri 3/3/2023 11:48 AM

To: Kevin Briggs <kbriggs@mariposacounty.org>;Dumile Wilson <dwilson@mariposacounty.org>;Steve Dahlem <sdahlem@mariposacounty.org>

Cc: Sheila Baker <sbaker@mariposacounty.org>;Lynn Rumfelt <lrumfelt@mariposacounty.org>;Randy Ridenhour <rridenhour@mariposacounty.org>;Lori Norman <lnorman@mariposacounty.org>

Then we can use the typewriter to properly correct it.

When you submit it, submit the wet signatures to my office with a note that this is the one.

Sincerely,

Danielle Bondshu
Clerk of the Board
(209) 966-3222

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

From: Kevin Briggs <kbriggs@mariposacounty.org>
Sent: Friday, March 3, 2023 11:03 AM
To: Danielle Bondshu <dbondshu@mariposacounty.org>; Dumile Wilson <dwilson@mariposacounty.org>; Steve Dahlem <sdahlem@mariposacounty.org>
Cc: Sheila Baker <sbaker@mariposacounty.org>; Lynn Rumfelt <lrumfelt@mariposacounty.org>; Randy Ridenhour <rridenhour@mariposacounty.org>; Lori Norman <lnorman@mariposacounty.org>
Subject: RE: Contract for MSF from CFNLP

I believe the grantor has already signed with a wet signature.

Kevin B. Briggs
Assistant County Counsel
County of Mariposa
Tel: (209) 966-3222
Fax: (209) 966-5147
kbriggs@mariposacounty.org

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From: Danielle Bondshu <dbondshu@mariposacounty.org>
Sent: Friday, March 3, 2023 10:49 AM
To: Kevin Briggs <kbriggs@mariposacounty.org>; Dumile Wilson <dwilson@mariposacounty.org>; Steve Dahlem <sdahlem@mariposacounty.org>
Cc: Sheila Baker <sbaker@mariposacounty.org>; Lynn Rumfelt <lrumfelt@mariposacounty.org>; Randy Ridenhour <rridenhour@mariposacounty.org>; Lori Norman <lnorman@mariposacounty.org>
Subject: RE: Contract for MSF from CFNLP

It will depend on how they process it? Wet signatures, yes, we can use the typewriter to strike it.

Sincerely,

Danielle Bondshu
Clerk of the Board
(209) 966-3222

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

From: Kevin Briggs <kbriggs@mariposacounty.org>
Sent: Friday, March 3, 2023 10:23 AM
To: Dumile Wilson <dwilson@mariposacounty.org>; Danielle Bondshu <dbondshu@mariposacounty.org>; Steve Dahlem <sdahlem@mariposacounty.org>
Cc: Sheila Baker <sbaker@mariposacounty.org>; Lynn Rumfelt <lrumfelt@mariposacounty.org>; Randy Ridenhour <rridenhour@mariposacounty.org>; Lori Norman <lnorman@mariposacounty.org>
Subject: RE: Contract for MSF from CFNLP

Danielle:

Is it possible to strike through Rosemarie's name in the signature block and replace it by interlineation with Miles' name? I believe that is the only change required. If so, that would be preferable to re-routing the agreement to the grantor.

Kevin B. Briggs
Assistant County Counsel
County of Mariposa

Tel: (209) 966-3222
Fax: (209) 966-5147
kbriggs@mariposacounty.org

CONFIDENTIALITY NOTICE: This communication is intended for the use of the individual or entity to which it is addressed and may contain attorney work product and/or attorney client information that is privileged, confidential and exempt from disclosure under applicable law. If the reader of this communication is not the intended recipient or the employee or agent responsible for delivering this communication to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please notify our office by reply e-mail or by telephone and immediately delete this communication and all its attachments.

From: Dumile Wilson <dwilson@mariposacounty.org>
Sent: Friday, March 3, 2023 10:17 AM
To: Danielle Bondshu <dbondshu@mariposacounty.org>; Steve Dahlem <sdahlem@mariposacounty.org>; Kevin Briggs <kbriggs@mariposacounty.org>
Cc: Sheila Baker <sbaker@mariposacounty.org>; Lynn Rumfelt <lrumfelt@mariposacounty.org>; Randy Ridenhour <rridenhour@mariposacounty.org>; Lori Norman <lnorman@mariposacounty.org>
Subject: Re: Contract for MSF from CFNLP

It hasn't yet. I'm checking to see if it should before processing it further.

Regards,

Mariposa County
Health & Human Services Agency
Healthy. Safe. Thriving.

Dumile Wilson
Administrative Analyst
Administration
Mariposa County Health & Human Services Agency
5362 Lemee Lane
P.O. Box 99
Mariposa, CA 95338
Phone: (209) 742-0971
Fax: (209) 966-8251

This electronic message may contain information that is confidential and/or legally privileged. It is intended only for the use of the individual(s) and entity named as the recipients in the message. If you are not an intended recipient of the message, please notify the sender immediately and delete the material from any computer. Do not deliver, distribute, or copy this message, and do not disclose its contents or take action in reliance on the information it contains. Thank you.

From: Danielle Bondshu <dbondshu@mariposacounty.org>
Sent: Friday, March 3, 2023 10:12 AM
To: Dumile Wilson <dwilson@mariposacounty.org>; Steve Dahlem <sdahlem@mariposacounty.org>; Kevin Briggs <kbriggs@mariposacounty.org>
Cc: Sheila Baker <sbaker@mariposacounty.org>; Lynn Rumfelt <lrumfelt@mariposacounty.org>; Randy Ridenhour <rridenhour@mariposacounty.org>; Lori Norman <lnorman@mariposacounty.org>
Subject: RE: Contract for MSF from CFNLP

Has it gone to the Board already or will it be coming soon?

Sincerely,

Danielle Bondshu
Clerk of the Board
(209) 966-3222

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

From: Dumile Wilson <dwilson@mariposacounty.org>
Sent: Friday, March 3, 2023 10:06 AM
To: Danielle Bondshu <dbondshu@mariposacounty.org>; Steve Dahlem <sdahlem@mariposacounty.org>; Kevin Briggs <kbriggs@mariposacounty.org>
Cc: Sheila Baker <sbaker@mariposacounty.org>; Lynn Rumfelt <lrumfelt@mariposacounty.org>; Randy Ridenhour <rridenhour@mariposacounty.org>; Lori Norman <lnorman@mariposacounty.org>
Subject: Fw: Contract for MSF from CFNLP

Good morning,

I need some guidance on the attached agreement. As mentioned below, Kevin approved this agreement in its legal form on February 7. This occurred after months of negotiation before ultimately settling on some areas of the agreement that are less than ideal in clarity. As it stands, our signer is listed as the Board chair (Rosemarie Smallcombe). Can we proceed towards executing the agreement in its current form? Or do we need to let Tulare know that the document needs to be modified? Please advise.

Regards,

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-520

MEETING: September 19, 2023

TO: The Board of Supervisors

FROM: Joe Lynch, Director of Health and Human Services

RE: Approve an Agreement with University of California (UC) Davis Extension for Training Services in the Amount of $67,192.50 for Training Services; and Authorize the Board of Supervisors Chair to Sign the Agreement

---

RECOMMENDATION AND JUSTIFICATION

Approve an Agreement with University of California (UC) Davis Extension for Training Services in the Amount of $67,192.50 for Training Services; and Authorize the Board of Supervisors Chair to Sign the Agreement.

Mariposa County is part of a multi-county consortium (Inter-County Training Consortium) to provide specialized training for Health and Human Services Agency staff. As part of the consortium and this agreement, UC Davis Extension customizes on-site training for our county, allows us to attend training in other counties, and offers institutes on the Davis Campus and other venues.

Due to the high level of turnover experienced by the Agency over the past four years, we believe this is a necessary investment in the growth and development of our team.

This agreement is funded with Federal, State, and realignment dollars and has no net cost to the County.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board has approved an annual contract for the Health and Human Services Agency to participate in this consortium training for more than 20 years. Health and Human Services is satisfied with the services received. The most recent agreement was approved by the Board on June 21, 2022, by Resolution 2022-360.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Should the Board decide not to approve this contract, the Agency would not be able to access highly valuable training that is needed to keep employees knowledgeable in the field of Health and Human Services programs and personal development.

FINANCIAL IMPACT

There is no impact on the General Fund.

ATTACHMENTS

1. **UC Davis Agreement (Training Services) 2024**

VOTE RESULT

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

UC Davis Agreement #A_____
CPE Agreement #GENT-2023-18
Control #C114459

TRAINING SERVICES AGREEMENT
(MARIPOSA COUNTY HEALTH AND HUMAN SERVICES AGENCY)

THIS AGREEMENT (**"Agreement"**) is made and entered into by and between THE REGENTS OF THE UNIVERSITY OF CALIFORNIA (**"University"**), on behalf of its Davis Campus Continuing and Professional Education (the **"CPE"**) and COUNTY OF MARIPOSA ON BEHALF OF ITS MARIPOSA COUNTY HEALTH AND HUMAN SERVICES AGENCY (**"User"**).

RECITALS

WHEREAS, The CPE has been established and is maintained to support University's pursuit of its constitutional objectives of instruction, research, and public service; and

WHEREAS, University is a public education institution accredited by the Western Association of Schools and Colleges, and has developed a training program (**"Program"**) and;

WHEREAS, User wishes to obtain major skills training courses for User's personnel who provide related services in fulfillment of their goals and objectives (**"Exhibit B"**, if applicable);

NOW, THEREFORE, University shall furnish the following services to User.

TERMS AND CONDITIONS

1. Services: University shall present the program (**"Program"**) as more fully described in "Exhibit A", attached hereto and incorporated herein (collectively, the **"Services"**). Additional work shall be performed only if authorized in advance by written amendment to this Agreement executed by both parties. To the extent that any provision of Exhibit A is inconsistent with this Agreement, this Agreement shall take precedence.

    a. Limit on attendance: No more than thirty (30) persons per course session may attend without the prior written approval of the University.

    b. Reschedule/cancel of class: If User reschedules or cancels any training class within ten (10) calendar days of the Program start date, User shall pay for all expenses incurred up to the date on which University receives notice of the reschedule or cancellation.

2. Term: The term of this Agreement shall be from July 1, 2023 and continue through June 30, 2024. All courses must be completed by June 30, 2024.

3. Payment: User shall pay University for Service as set forth in "Exhibit A", attached hereto and incorporated herein. CPE will provide User thirty (30) days' written notice of any proposed rate

change and an option to amend or terminate the Agreement. User shall pay for Services within thirty (30) days of User's receipt of University's invoice. CPE reserves the right to suspend performance of Services if User fails to make payment in full within sixty (60) days.

4. Rules, Regulations, Policies and Guidelines: When on University property, User agrees to comply with all federal, state and local laws and University policies, as well as guidelines from the Centers for Disease Control and Prevention, state, county and other local state public health officials and University health and wellness standards, which may change from time-to-time with little or no notice. User is responsible for ensuring that its directors, officers, agents, employees, and participants who will participate in the Services at University property, comply with all applicable requirements.

5. Indemnification: The parties agree to defend, indemnify and hold one another harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages arising from the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, agents, students, or employees.

6. Insurance: University is self-insured under California law. University shall maintain this program of self-insurance throughout the term of this Agreement with retentions as follows:

    a. General Liability (and professional liability) coverage with a per occurrence limit of a minimum of one million dollars ($1,000,000).

    b. Auto Liability including non-owned automobiles, with a minimums as follows:

        i. Bodily injury
            1. Per person $1,000,000
            2. Per accident $1,000,000
        ii. Property damage $1,000,000

    c. Workers Compensation insurance in accordance with California state law.

    d. Employer's Liability coverage in the amount of one million dollars ($1,000,000).

    e. If requested by User in writing University shall provide, upon receipt of a fully-executed Agreement, a Certificate of Self-Insurance naming User, its officers, agents, and employees, individually and collectively as additional insured (except for Worker's Compensation Insurance) for services provided under this Agreement.

    f. Coverage shall apply as primary insurance and any other insurance or self-insurance maintained by the User, its officers, agents, and employees should be excess only. This

insurance shall not be canceled or changed without a minimum of thirty (30) days advance, written notice given to User.

g. Upon University's request, User shall provide University written evidence of User's insurance coverage relevant to the presence or activity of User, its officers, agents, and employees while in, on or about University property or in connection with this Agreement. In the event User's coverage is not acceptable to University, University shall have the right to immediately suspend Services. If User fails to provide acceptable insurance within ten (10) days after University's written notice, University may terminate this Agreement.

7. Non-Liability of University:

   a. Consequential Damages: University shall not be liable for any loss of profits, claims against User by any third party, or consequential damages.

   b. Delay/Desired Result: University shall incur no liability to User or to any third party for any loss, cost, claim or damage, either direct or consequential, arising from University's delay in performance or failure to perform Services, or failure to achieve a desired result.

   c. Liability Limitation: University's liability for damages shall not exceed the total of all charges paid by User.

8. Confidential Information: During the course of this Agreement, User may provide University with information, data, or material that it regards as proprietary or confidential. Such information shall be marked or stamped "CONFIDENTIAL INFORMATION". If communicated orally to University, User shall submit confirmation in writing within five (5) days of such disclosure. Notwithstanding, the foregoing, University agrees to safeguard names and addresses of individuals received through the performance of this Agreement in accordance with Welfare and Institution Code Section 10850.

   a. University's Obligation: University shall treat User's Confidential Information in the same manner as University treats its own similar information. Upon User's written request, University shall use reasonable means to protect User's Confidential Information by means not normally employed by University, however, University shall have no obligation to comply with any such request by User. Should such protection occur, any related costs shall be borne by User. University shall not be liable for inadvertent disclosure of Confidential Information provided University has exercised reasonable care.

   b. Exempt Information: Confidential Information does not include information that is (i) not exempt from disclosure under the California Public Records Act (Calif. Gov. Code sec. 6250 et seq.); (ii) otherwise available to the public; (iii) rightfully received from a third party not in breach of an obligation of confidentiality; (iv) independently developed by University; (v) previously known to University; or (vi) produced in compliance with a

court order or when required by law. University shall give reasonable notice to User that Confidential Information is being sought by a third party, to afford User an opportunity to limit or prevent disclosure. Any defense against disclosure shall be at User's sole initiative, risk, cost, and expense. University is not obligated to participate in any defense against such request for disclosure. Upon User's request, University agrees to cease using all Confidential Information and to return it promptly to User.

c. Time Limitation: University shall not divulge User's Confidential Information for a period of three (3) years following termination of this Agreement, or earlier if User makes or allows its Confidential Information to become public knowledge, or by communicating such Confidential Information to a party not bound by an obligation of confidentiality.

d. Disposition of Confidential Information: Upon completion of Services or termination of this Agreement, by User's written request, University shall return any Confidential Information. Absent such request, CPE shall destroy or dispose of it according to its established procedures.

9. Disclaimer of Warranty: UNIVERSITY MAKES NO WARRANTY AS TO RESULTS TO BE OBTAINED BY USER FROM THE USE OF ANY SERVICES AND/OR FACILITIES PROVIDED BY UNIVERSITY UNDER THIS AGREEMENT. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

10. University's Right to Use Data: University shall have the unrestricted right to use for its own purposes, including publication, any data or information which it may develop in connection with or as a result of performing the Services described in Exhibit A.

11. Ownership of Workshop Deliverables: University shall own and retain all rights, including copyrights, in all course materials and other works prepared by University under this Agreement.

12. Use of University's Name: User shall not use the name or mark of University in any form or manner in advertisements, reports, or other information released to the public without the prior written approval of University.

13. Termination: Either party may terminate this Agreement at any time by giving the other party thirty (30) calendar days' written notice of such action.

14. Force Majeure: Neither party shall be liable for delays due to causes beyond the party's control, including, but not limited to, acts of God, war, public enemy, civil disturbances, earthquakes, fires, floods, epidemics, pandemics, quarantine restrictions, strikes, freight embargoes, rolling blackouts, terrorist threats or actions on University property and unusually severe weather, performance shall be excused for a period commensurate with the period of impossibility.

University is a land-grant institution with a mission of teaching, research, public service and patient care, and it is required to recover the full cost of providing services to non-University entities such as User, and as a non-profit entity, makes no profit. Therefore, University does not have reserves from which to pay for expenditures made on behalf of User for which it is not reimbursed. In the event of a force majeure, User shall be responsible for payment of all expenses incurred to the point at which University gives or receives notice of the impossibility. If the impossibility becomes permanent, University will make best efforts to cancel or mitigate all outstanding financial commitments, and User shall be responsible for the cost of any remaining obligations.

15. Federal Contract Compliance: If this Agreement is funded wholly or in part with by a grant or contract from an agency of the federal government, University shall comply with all terms and conditions applicable to recipients of such funds and their contractors.

16. Conflict of Interest: User affirms that, to the best of User's knowledge, no University employee who has participated in University's decision-making concerning this Agreement has an "economic interest" in this Agreement or User. A University employee's "economic interest" means:

    a. An investment worth $2,000 or more in User or its affiliate;

    b. A position as director, officer, partner, trustee, employee or manager of User or its affiliate;

    c. Receipt during the past 12 months of $500 in income or $440 in gifts from User or its affiliate; or

    d. A personal financial benefit from this Agreement in the amount of $250 or more.

    In the event of a change in these economic interests, User shall provide written notice to University within thirty (30) days after such change, noting such changes. User shall not be in a reporting relationship to a University employee who is a near relative, nor shall a near relative be in a decision-making position with respect to User.

17. Tobacco-free Campus: University is a tobacco-free institution. Use of cigarettes, cigars, oral tobacco, electronic cigarettes and all other tobacco products is prohibited on all University owned or leased sites.

18. Equal Opportunity Affirmative Action: University will abide by the requirements set forth in Executive Orders 11246 and 11375. Where applicable, University will abide by 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a), incorporated by reference with this statement: **"This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified**

individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability." With respect to activities occurring in the State of California, University agrees to adhere to the California Fair Employment and Housing Act. University will provide User on request a breakdown of its labor force by groups as specified by University, and will discuss with University its policies and practices relating to its affirmative action programs. University will not maintain or provide facilities for employees at any establishment under its control that are segregated on a basis prohibited by federal law. Separate or single-user restrooms and necessary dressing or sleeping areas must be provided, however, to ensure privacy.

19. CANRA: University represents and warrants that it complies with the California Child Abuse and Neglect Reporting Act (**"CANRA"**). Failure to comply with CANRA will constitute a material breach of the Agreement and be grounds for termination.

20. Notices: Notices shall be directed to the appropriate parties at the following addresses:

UNIVERSITY	USER
Jennifer Lowery	Dumile Wilson
Program Analyst	Administrative Analyst
Continuing & Professional Education	Mariposa County
University of California, Davis	Health & Human Services Agency
463 California Drive	P.O. Box 99
Davis, CA 95616	Mariposa, CA 95338
E-mail: jndavis@ucdavis.edu	E-mail: dwilson@mariposacounty.org
ADDITIONAL UNIVERSITY	ADDITIONAL USER
Human Services	Kirstyn Hanner
Custom Training and Services	Staff Development Coordinator
Continuing & Professional Education	Mariposa County
University of California, Davis	Health & Human Services Agency
463 California Drive	P.O. Box 99
Davis, CA 95616	Mariposa, CA 95338
E-mail: UCDE-CTS@ou.ad3.ucdavis.edu	E-mail: Khanner@mariposacounty.org

21. Attorneys' Fees: If any action at law or equity is brought to enforce or interpret the terms of this Agreement, including collection of delinquent payment, the prevailing party shall be entitled to reasonable attorney's fees, costs and necessary disbursements in addition to any other relief to which it may be entitled.

22. Relationship of the Parties: The parties to this Agreement shall be and remain at all times independent contractors, neither being the employee, agent, representative, or User of the other in their relationship under this Agreement.

23. Governing Law: This Agreement shall be construed pursuant to California law.

24. Amendment: No change in any term or condition of this Agreement shall become effective unless by amendment in writing signed by both parties.

25. Severability: If a provision of this Agreement becomes, or is determined to be, illegal, invalid, or unenforceable, that will not affect the legality, validity, or enforceability of any other provision of the Agreement or of any portion of the invalidated provision that remains legal, valid, or enforceable.

26. Entire Agreement: The terms of User's addendum or purchase order shall have no effect on the terms and conditions of this Agreement. This Agreement contains all of the terms and conditions applicable to the Services provided hereunder and constitutes the entire understanding of the parties respecting the subject matter hereof, superseding any prior understanding or Agreement between them, written or oral, regarding the same subject matter.

[Signatures on next page]

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AGREED AND ACCEPTED:

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA	**COUNTY OF MARIPOSA**
By: _____	By: _____ (authorized signatory)
Print Name: Steven Kobayashi, Associate Director Supply Chain Management	Print Name: Miles Menetrey, Chair Board of Supervisors
Date: _____	Date: _____

EXHIBIT A

TRAINING PROGRAM

1. 17.00 Unit(s) of training in the subject areas selected by the agency from the UC Davis Continuing and Professional Education curriculum.

2. University will provide the following:

   a. Needs assessment, curriculum planning and implementation.
   b. Instructional and student services.
   c. Instructional materials.
   d. Evaluation and feedback.
   e. Continuing education credit.
   f. Off-site training site and audio-visual equipment when on-site facility and equipment are not available. (Extra training units may be charged.)
   g. Food and non-alcoholic beverages when requested by the User in writing. (Extra training units may be charged.)
   h. Any other items when requested by the User in writing and approved by University. (Extra training units may be charged.)
   i. Per client request, 7% cost share shall be applied only to actual expenses incurred under this contract.

3. User will provide the following:

   a. Training facility and audio-visual equipment.
   b. On-site coordination of training.

Training Units	CHS Daily Rate		
15.00	$ 4,250.00	$72,250.00	Total Contract Amount
		($5,057.50)	Less CPE 7% Cost Share
		$67,192.50	**Total Client Contract Share**

Exhibit B

INSERT EXHIBIT B INFORMATION HERE, IF THERE IS NO EXHIBIT B, PLEASE STATE "N/A" ON THIS EXHIBIT.

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-521

MEETING: September 19, 2023

TO: The Board of Supervisors

FROM: Steve Engfer, Planning Director

RE: Adopt the Housing Programs Advisory Committee Amended Bylaws

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RECOMMENDATION AND JUSTIFICATION

Adopt the Housing Programs Advisory Committee Amended Bylaws

Reinstate the Housing Program Advisory Committee (HPAC) and Approve and Adopt updated HPAC Bylaws.

The Housing Programs Advisory Committee, or HPAC was convened in 2017 in anticipation of the 6th cycle Housing Element to the General Plan. Housing elements cover a five-year period and the 6 cycle time frame is from 2019-2024. The HPAC worked diligently inform and adopt the 6th cycle housing element then was given a break from service only to be reconvened as necessary.
The Housing Programs Advisory Committee has had one ad hoc meeting since the adoption of the 2019-2024 Housing element to the General plan. This meeting took place on August 19th 2020 and was focused on updating the committee on current housing programs and soliciting community input on the Integrated Mobility and Housing Strategies project. At the time, Director Williams suggested that the committee stay active but only meet as needed to discuss housing issues. As the county prepares to begin the 2024-2029 Housing Element update staff intends to reconvene the HPAC as a housing element working group. Other projects that staff anticipates the HPAC will work on is a review of the County's short term rental study and development code update.

There is a sunset date that was set for the onset of committee formation and that date was set for August 31, 2023. Staff request that the committee is reinstated with this Board action.
Currently, there are 7 on the 11-person committee. Staff is contacting existing members and seeking committee applications.

Staff notes that there are five minor amendments outlined below that they would like the board to consider as we prepare to re-activate this group. These amendments are intended as process improvements to allow for flexibility in participant selection and housing element cycle to cycle continuity. The bylaws have also been correlated to Resolution 2022-115 which set policy specifying guidelines, procedures, and standing rules for county advisory boards, commission, and committees. Adopt a Resolution to amend the membership Criteria, Membership Term Expirations, Purpose and Coordination Efforts of the Housing Programs Advisory Committee (HPAC).

1) Currently there is a requirement for the HPAC to have a specific number of members in each membership type. There are 4 membership types:

1. 4 (four) members with knowledge of issues and concerns affecting the housing needs of special populations in Mariposa County including, but not limited to, the elderly, disabled, and homeless.
2. 2 (two) members with direct knowledge of workforce housing issues and concerns.
3. 3 (three) members with direct knowledge of the real estate and housing development industry in Mariposa County.
4. 2 (two) member representing the Mariposa County Economic Development Corporation.

Request is to amend the wording for memberships so that members shall be selected from or represent the following:

1. Knowledge of issues and concerns affecting the housing needs of special populations in Mariposa County including, but not limited to, the elderly, disabled, and homeless, or
2. Direct knowledge of workforce housing issues and concerns, or
3. Direct knowledge of the real estate and housing development industry in Mariposa County, or
4. Representing the Mariposa County Economic Development Corporation.

Making this edit will allow us to have a broader ability to have a full committee that is still representative of different areas in the housing sector without mandating a specific number in each category.

2) Currently the terms of membership are for three (3) years, with some expiring in February and some expiring in September. We would like to modify the term expiration dates to be consistent with the majority of the advisory committees that are handled by the Planning Department.
Request:
Members whose Terms Expire February 2, 2024 be amended to February 28, 2024, and any future memberships would be for three (3) year terms, expiring on the last day of February.

3) A slight change to the Purpose a)
The intention was to have the HPAC work on various aspects of Housing issues in the County, including and not limited to the Housing Element Update. Removing the reference 2014-2019, and striking the wording Program 2.1 would then allow the committee to continue to operate on future Housing Element Updates.

4) An edit to Purpose f)
Including the word "collaborate" and adding "County Department and County Committees" will only enhance the purpose of this line.

5) An edit to Purpose g)
Including "above moderate incomes" with capture more levels of income for this section.

Please see the attachments for the draft amended bylaws.

BACKGROUND AND HISTORY OF BOARD ACTIONS

On June 6, 2017 the Board adopted Resolution 2017-365 which established the HPAC.
On September 12, 2017, the Board adopted Resolution 201-607 which expanded the membership number of the HPAC.
On June 19, 2018 The Board approved the Comprehensive Housing Programs Implementation Study.
In the summer of 2019 the board Adopted RES-2019-498 approving the 2019-2024 Housing Element to the General Plan.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

FINANCIAL IMPACT

None.

ATTACHMENTS

1. **Housing Programs Advisory Committee Bylaws Draft - 9/2023**
2. **Housing Program Advisory Committee Membership**

VOTE RESULT

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

Mariposa County:
Housing Programs Advisory Committee (HPAC)

BYLAWS

Article 1 – Purpose and Authority

Section A –Authority: The committee is established under authority of Resolution 17-365; Resolution 17-607

Section B – Purpose: The Housing Program Advisory Committee is established as an advisory group to the Mariposa County Board of Supervisors. The powers, duties, and responsibilities of the Committee shall be as follows:

a) Formulate, design, implement and participate in a public and stakeholder engagement program to ensure full participation by the community and stakeholders in the housing programs planning process required by the Mariposa County Housing Element Program 2.1; and

b) valuate and recommend the implementation of feasible programs to address the housing needs of all economic segments of the community, including the needs of special populations such as homeless, disabled, elderly and seasonal workers; and

c) Support the work of staff and consultants in the conduct of fact finding and data gathering necessary to identify housing programs and related operation, administration and management of such programs; and

d) Identify, evaluate and recommend to the Board of Supervisors management and administrative frameworks, operations, best practices and inter-governmental and public-private partner relationships to ensure the successful, permanent, ongoing operation of housing programs; and

e) Provide periodic assessment, evaluation, and feedback to the Board of Supervisors regarding the success of programs and related administration and management approved for implementation; and

f) Coordinate and collaborate with other public agencies, County departments, County committees and with for profit and non-profit entities to identify and facilitate implementation of housing programs; and

g) Identify, evaluate, recommend, and facilitate the acquisition of grant and other funding to facilitate the development of housing for extremely low, very low, low, moderate and above moderate incomes and for populations with special housing needs.

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Section C - The Housing Programs Advisory Committee is advisory to the Planning Commission and the Board of Supervisors and, as such, shall not take part officially in, nor shall does it lend its influence to, any political causes or issues.

Section D – The Housing Programs Advisory Committee is advisory to all Development Services Department including Public Works and County Fire, Mariposa County Administration, Mariposa County Health and Human Services Agency, Planning Commission and the Board of Supervisors only. Committee recommendations are advisory only and are meant to inform the decisions of decision-makers who may accept, modify, or reject them. The Housing Programs Advisory Committee is not empowered by ordinance or resolution, establishing authority, or policy to render a decision of any kind on behalf of the County of Mariposa, or its appointed or elected officials.

Article 2 – Membership and Term of Office

Section A – The Housing Programs Advisory Committee is limited to 7-11 members in accordance with the establishing authority and shall strive to include members with the following expertise.

A. Knowledge of issues and concerns affecting the housing needs of special populations in Mariposa County including, but not limited to, the elderly, disabled, and homeless, or
B. Direct knowledge of workforce housing issues and concerns, or
C. Direct knowledge of the real estate and housing development industry in Mariposa County, or
D. Representing the Mariposa County Economic Development Corporation.

Section B – Each term is for a period of three (3) years expiring on the last day in February

Section C – If a member of the Housing Programs Advisory Committee is absent from three successive regular meetings of the Housing Programs Advisory Committee without reasonable cause, as determined by the committee chair, the office becomes vacant automatically. The Advisory Board shall immediately notify the Board of Supervisors of the vacancy so that advertising and recruitment of a replacement can commence.

Article 3 – Officers

Section A - The advisory committee shall elect a Chairperson, and a Vice-Chairperson annually at the first meeting of the calendar year or as needed, and a Secretary.

Section B – The Chairperson provides general supervisory guidance to the advisory committee and presides over its meetings. The Chairperson may assign coordinating duties to the Vice Chairperson, as necessary. The Chairperson is the sole official spokesperson for the advisory committee unless this responsibility is delegated in writing.

DRAFT

Section C – In the absence of the Chairperson, the Vice Chairperson assumes the duties and responsibilities of that office.

Section D – The Secretary records the minutes of all advisory committee meetings and handles committee correspondence. The Secretary keeps the roll, certifies the presence of the quorum maintains a list of all active representatives, and keeps records of actions as they occur at each meeting. County staff assigned to the advisory committee shall be responsible for posting all meeting notices and agendas as required by the Ralph M. Brown Act, and to keep a record of such postings, and to reproduce and distribute the advisory committee notices, agendas, and minutes for all meetings, if needed.

Article 4 – Meeting Procedures

Section A - All meetings, meeting notices, agendas, and meeting actions must be in compliance with the Ralph M. Brown Act, the Americans with Disabilities Act (A.D.A.), and all other applicable laws and policies. County staff shall be responsible for posting meeting agendas on the County's agenda management system, at the meeting location, and other applicable publicly accessible places, no less than 72 hours prior to each regular meeting, or 24 hours prior to each special meeting. Additionally, notices or agendas shall be mailed upon written request.

1) As County-affiliated entities, the tops of all committee agendas shall display the County emblem in compliance with the County Branding Policy.

2) The bottoms of all agendas shall provide a contact for A.D.A. assistance similar to "In compliance with the Americans with Disabilities Act, if special assistance is required to participate in this meeting, please contact the Planning Department at 209-966-5151

Section B - Meetings that are not noticed correctly under the Ralph M. Brown Act, as noted in Section A above, may not occur and must be rescheduled to a future date.

Section C – Meetings may only occur when a quorum of committee members is present. A quorum, unless otherwise defined by the establishing authority, is a majority of the members, normally calculated as half the membership plus one. If a quorum is not present within ten minutes of the advertised meeting start time, committee members are to exit the meeting place and disperse to avoid an accidental, unauthorized meeting.

Section D - All meetings of the advisory committee and any subcommittees shall be open to the public to the extent required by the Brown Act. Those meetings which are required to be open to the public according to the Brown Act are to be held in public places which are in compliance with the Americans with Disabilities Act.

Section E – The Chairperson shall be the Presiding Officer at all the Housing Programs Advisory Committee meetings and is responsible for the maintenance of order and decorum at all times. In the absence of the Chairperson, the Vice-Chairperson shall preside.

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Section F – Rosenberg's Rules of Order shall govern the operation of the committee in all cases not covered by these by-laws.
Section G –Each voting member has one vote and no proxy.

DRAFT

Housing Programs Advisory Committee (HPAC)

	Category	Appointed	Expires
VACANT	A	9-12-17	2-28-25
Kim Tucker	A	9-12-17	2-28-25
Roger Powell	A	9-12-17	2-2-24
VACANT	A		
VACANT	B	9-12-17	9-12-22
VACANT	B	9-12-17	9-12-20
VACANT	C	9-12-17	9-12-21
VACANT	C		
Heath Harris	C	9-12-17	2-2-24
Karen Smith	D	5-2-23	5-2-26
VACANT	D	9-12-17	9-12-21

AUTHORITY: Resolution 17-365; Resolution 17-607

WEBSITE:

MEMBERSHIP:

A. 4 (four) members with knowledge of issues and concerns affecting the housing needs of special populations in Mariposa County including, but not limited to, the elderly, disabled, and homeless.

B. 2 (two) members with direct knowledge of workforce housing issues and concerns.

C. 3 (three) members with direct knowledge of the real estate and housing development industry in Mariposa County.

D. 2 (two) member representing the Mariposa County Economic Development Corporation.

TERM:

A. Appointments to the HPAC shall be made by the Board of Supervisors based on the joint recommendation of the Directors of the Planning and Human Services Departments. The Board of Supervisors may remove at any time and without cause any member of the HPAC.

B. Initial appointment of Committee members shall be staggered as follows:
Five (5) members: three (3) year term
Three (3) members: four (4) year term
Three (3) members: five (5) year term
After the initial appointments, all terms shall be three (3) years or until the appointment and qualification of his or her successor. Any vacancy in the membership of the Committee shall be filled for the unexpired term by appointment by the Board of Supervisors.

C. For any vacancy on the Committee, recruitment shall be done in accordance with the requirements of the Maddy Act.

PURPOSE: The Housing Program Advisory Committee is established as an advisory group to the Mariposa County Board of Supervisors. The powers, duties, and responsibilities of the Committee shall be as follows:

a) Formulate, design, implement and participate in a public and stakeholder engagement program to ensure full participation by the community and stakeholders in the housing programs planning process required by the referenced 2014 -2019 Mariposa County Housing Element Program 2.1;

b) Identify, evaluate and recommend the implementation of feasible programs to address the housing needs of all economic segments of the community, including the needs of special populations such as homeless, disabled, elderly and seasonal workers;

c) Support the work of staff and consultants in the conduct of fact finding and data gathering necessary to identify housing programs and related operation, administration and management of such programs;

d) Identify, evaluate and recommend to the Board of Supervisors management and administrative frameworks, operations, best practices and inter-governmental and public-private partner relationships to ensure the successful, permanent, ongoing operation of housing programs;

e) Provide periodic assessment, evaluation and feedback to the Board of Supervisors regarding the success of programs and related administration and management approved for implementation;

f) Coordinate with other public agencies, and with for profit and non-profit entities to identify and facilitate implementation of housing programs; and

g) Identify, evaluate, recommend and facilitate the acquisition of grant and other funding to facilitate the development of housing for extremely low, very low, low, and moderate incomes and for populations with special housing needs,

DEPARTMENT: Planning Department

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-522

MEETING: September 19, 2023

TO: The Board of Supervisors

FROM: Steve Engfer, Planning Director

RE: Adopt a Resolution Accepting the Environmental Enhancement and Mitigation Grant Funds; Approve an Agreement with Sierra Foothill Conservancy in the Amount of $390,300 for the Mariposa Creek Parkway Native Plant Restoration Project; Authorize the Board of Supervisors Chair to Sign the Agreement; and Approve Budget Action Increasing Revenue and Appropriations in the Planning Department Budget to Recognize the Grant Funding ($429,330) (4/5ths Vote Required)

RECOMMENDATION AND JUSTIFICATION

Adopt a Resolution Accepting the Environmental Enhancement and Mitigation Grant Funds; Approve an Agreement with Sierra Foothill Conservancy in the Amount of $390,300 for the Mariposa Creek Parkway Native Plant Restoration Project; Authorize the Board of Supervisors Chair to Sign the Agreement; and Approve Budget Action Increasing Revenue and Appropriations in the Planning Department Budget to Recognize the Grant Funding ($429,330) (4/5ths Vote Required).

In January 2023, the Board approved the application to the California Natural Resources Agency (CNRA) Environmental Enhancement and Mitigation (EEM) 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.

CNRA-funded work entails more comprehensive invasive species removal activities, a broader native species revegetation program, and the potential for community stewardship activities related to the restoration work.

This second grant application was funded, and the County seeks to contract with Sierra Foothills Conservancy to continue their work leading the environmental restoration activities in the Phase II and Phase III segments of the Mariposa Creek corridor.

BACKGROUND AND HISTORY OF BOARD ACTIONS

RES-2023-27 Adopted a Resolution Authorizing the Submittal of an Application to the California Natural Resources Agency Environmental Enhancement and Mitigation (EEM) Grant Program to Support Landscape Restoration in the Phase III Segment of the Mariposa Creek Parkway; Approved a Letter from the Board Chair Related to the Restoration's Landscape Performance; and Authorized the Board

of Supervisors Chair to Sign the Grant Agreement and Other Subsequent Grant Administration Documents as Needed, If Awarded (Subject to Approval as to Legal Form by County Counsel)

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 awarded grant funds.

FINANCIAL IMPACT

This action would generate external funding in the approximate amount of $429,330. There is no required county match. If awarded, budget action associated would occur at that time.

ATTACHMENTS

1. **Budget Action Form**
2. **Grant Agreement**
3. **Professional Services Contract**
4. **Resolution**

VOTE RESULT

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

BUDGET ACTION FORM

FUND	DEPT/DIV	ACCOUNT	DESCRIPTION	PROJECT	INCREASE	DECREASE
3611	249	45547	One Time State Grants		($429,330)	
3611	249	60301	General Professional Services		$429,330	
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 Steven J. Engler DATE 8/31/2023

APPROVED BY RES NO. CLERK DATE

AUDITOR'S USE ONLY
BA#

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SB 8/3/2023

STATE OF CALIFORNIA NATURAL RESOURCES AGENCY
GRANT AGREEMENT

8/3/2023

GRANTEE NAME: Mariposa County

PROJECT TITLE: Mariposa Creek Parkway Native Plant Restoration Project

AUTHORITY: Streets and Highways Code Section 164.56

PROGRAM: Environmental Enhancement and Mitigation

AGREEMENT NUMBER: E22006-0

TERM OF LAND TENURE: 20 years from date of project completion as evidenced by the Certification of Completion Form

PROJECT PERFORMANCE PERIOD: July 1, 2023 to January 31, 2027

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 Streets and Highways Code Section 164.56.

PROJECT DESCRIPTION: See project description on page 1 and Exhibit A of the Agreement

Total State Grant not to Exceed **$429,330.00** (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: Steve Engfer	By: Andrea Scharffer
Steve Engfer	Andrea Scharffer
Title: Planning Director	Title: Deputy Assistant Secretary, Bonds & Grants
Date: 8/3/2023	Date: 8/3/2023

CERTIFICATION OF FUNDING

AMOUNT OF ESTIMATE FUNDING	AGREEMENT NO.	FUND
$429,330.00	**E22006-0**	**0183 – Environmental Enhancement & Mitigation**
ADJ. INCREASING ENCUMBRANCE		FI$CAL PO NO.
ADJ DECREASING ENCUMBRANCE	FUNCTION	
	Local Assistance	

UNENCUMBERED BALANCE	REF NO.	FUND	ENACTMENT YEAR	ACCOUNT NO.	ALT ACCOUNT
	101	**0183**	**2022**	**5432000**	**5432000000**

PROGRAM	PCBU	PROJECT	ACTIVITY	RPTG STRUCTURE	SVC LOCATION	AGENCY USE	BUDGET PERIOD
0320	**0540**	**0540E220060**	**30139**	**05400001**	**30139**		**2023**

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

SIGNATURE OF ACCOUNTING OFFICER — DATE: 8/9/2023

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STATE OF CALIFORNIA NATURAL RESOURCES AGENCY
GRANT AGREEMENT

GRANTEE NAME:	Mariposa County
PROJECT TITLE:	Mariposa Creek Parkway Native Plant Restoration Project
AGREEMENT NUMBER:	E22006-0
AUTHORITY:	Streets and Highways Code Section 164.56
PROGRAM:	Environmental Enhancement and Mitigation

PROJECT DESCRIPTION

Project to restore a 3-acre riparian corridor in the City of Mariposa by removing invasive plants and planting native drought and fire-resistant trees and understory plants.

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 contribute to mitigation of the environmental effects of transportation facilities in accordance with the provisions contained in the Environmental Enhancement and Mitigation Grant Program and this Agreement.

TERMS AND CONDITIONS OF GRANT

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Special Provisions

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. 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 law 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.

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General Provisions

A. Definitions

1. The term "Acquisition" means obtaining a fee interest or any other interest, including easement, leases, and development rights.

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 Environmental Enhancement and Mitigation (EEM) Grant Program 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 EEM 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 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-1 to this Agreement.

15. The term "Project Scope" means the description or activity for work to be accomplished by the EEM 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.

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17. The term "State" means the Secretary for Natural Resources or his/her representatives, or other political subdivision of the State.

B. Project Execution

1. Subject to the availability of funds in the Streets and Highway Code, the State hereby grants to the Grantee 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 the 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 the State, at its sole discretion, in the event of circumstances beyond the control of the Grantee, but in no event beyond **March 1, 2027.**

4. Grantee shall at all times ensure the 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 the project continues to meet all objectives of the Environmental Enhancement and Mitigation Grant Program and is consistent with the intent cited in the original Application.

   If Grantee's project is disapproved on grounds related to the Natural Resource Agency's CEQA determination, the grantee shall have the option of either: (1) reimbursing the Natural Resources 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.

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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 and/or educational features 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 the 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

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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. 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 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 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 management costs as described in the Application Guidelines.

D. Project Administration

1. Grantee shall promptly provide 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 developed pursuant to this Agreement available for inspection upon request by the State.

3. Grantee shall 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, including a notice of completion as applicable and final reimbursement within ninety (90) days of Project completion, but in no event any later than **March 1, 2027**.

5. Final payment is contingent upon State verification that the Project is consistent with the 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.

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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 Streets and Highway Code 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 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 for the purposes as stated in the application for the people of the State of California and because such benefit exceeds to an immeasurable

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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 Project, including 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 Grantee 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

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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 additional 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.

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2. The Grantee shall not discriminate against any person on the basis of residence except to the extent that reasonable difference 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 Streets and Highway Code.

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.

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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

Grant 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.

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EXHIBIT A

SE

STATE OF CALIFORNIA NATURAL RESOURCES AGENCY
GRANT AGREEMENT

Environmental Enhancement and Mitigation Grant Program
Streets and Highways Code Section 164.56

GRANTEE NAME: Mariposa County

PROJECT TITLE: Mariposa Creek Parkway Native Plant Restoration Project

AGREEMENT NUMBER: E22006-0

PROJECT LOCATION: 8th Street and Stroming Road, Mariposa California

PROJECT SCOPE:

Phase three of a multiphase project to restore a riparian corridor along the Mariposa Creek and trail in the City of Mariposa. This phase covers invasive species removal and native plant restoration in an approximately three-acre area located generally between 8th Street and Stroming Road. The project will conduct three rounds of manual and chemical removal of invasive plants. Native, drought, and fire-resistant trees and understory plants, groundcover, grasses, and hydroseed will be planted in two rounds.

Grant-funded project elements include:

- Conduct three rounds of chemical and manual invasive species removal
- Install water-saving irrigation
- Plant approximately 115 trees
- Plant approximately 200 native pplants.

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.

PROJECT SCHEDULE:

ACTIVITY DESCRIPTION	TIMELINE
Invasive Species Removal Clearance, Surveys & Site Prep (Round1)	June - July 2023
Invasive Species Removal Manual Round1)	August - September 2023
Invasive Species Removal Chemical (Round 1)	October - November 2023
Plant Shrubs, Groundcovers, and Perennials (Round 1)	November 2023
Invasive Species Removal Clearance, Surveys & Site Prep (Round 2)	June - July 2024
Invasive Species Removal Manual (Round 2)	August - September 2024
Invasive Species Removal Chemical (Round 2)	October - November 2024
Nursery & Plant Prep Coordination	August - October 2024
Invasive Species Removal Clearance Surveys & Site Prep Round 3)	June - July 2025
Invasive Species Removal Manual (Round 3)	August - September 2025
Invasive Species Removal Chemical (Round 3)	October - November 2025
Nursery & Plant Prep Coordination	May - October 2025
Water-Saving Irrigation Design and Material Purchasing	February - April 2026
Plant Shrubs, Groundcovers, and Perennials (Round 1)	February - May 2026
Tree Planting and Full Planting Implementation	October-November 2026

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Record MOUGA and submit project closeout package with final Payment Request to State	January 2027

*Bird nesting February 1 – August 15th annually

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

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Agreement No. E22006-0

Exhibit A-1: Cost Estimate
Mariposa Creek Parkway Native Plant Restoration Project
Mariposa County

TASK	PROJECT ELEMENTS	TOTAL COST	EEM GRANT FUNDING	WILDLIFE CONSERVATION BOARD	SIERRA NEVADA CONSERVANCY
1. NON-CONSTRUCTION (not to exceed 25% of grant)					
1.1	Project Management	**$ 52,500**	$ -	$ 40,000	$ 12,500
1.2	Design (Technical Consultant)	**$ 30,000**	$ 30,000	$ -	
TOTAL NON-CONSTRUCTION		**$ 82,500**	**$ 30,000**	**$ 40,000**	**$ 12,500**
2. SITE WORK					
2.1	Invasive Species Removal- Clearance Surveys & Site Prep Round 1	**$ 30,670**	$ -	$ 30,670	$ -
2.2	Invasive Species Removal- Clearance Surveys & Site Prep Round 2 & 3	**$ 12,000**	$ 12,000	$ -	$ -
2.3	Invasive Species Removal- Manual	**$ 68,250**	$ 68,250	$ -	$ -
2.4	Invasive Species Removal- Chemical	**$ 22,500**	$ 22,500	$ -	$ -
TOTAL SITE WORK		**$ 133,420**	**$ 102,750**	**$ 30,670**	**$ -**
3. PLANTING					
3.1	Nursery & Plant Prep Coordination	**$ 4,550**	$ 4,550	$ -	
3.2	Trees	**$ 39,000**	$ 23,500	$ 15,500	
3.3	Shrubs, Groundcovers, and Perennials- Round 1	**$ 28,170**		$ 28,170	
3.4	Shrubs, Groundcovers, and Perennials- Round 2	**$ 186,830**	$ 186,830	$ -	
3.5	Plant Protection	**$ 2,000**	$ 2,000		
3.6	Water Saving Irrigation	**$ 10,000**	$ 10,000		
3.7	Planting Implementation Labor- Round 1	**$ 26,840**	$ -	$ 16,840	$ 10,000
3.8	Planting Implementation Labor- Round 2	**$ 30,670**	$ 30,670	$ -	$ -
TOTAL PLANTING		**$ 328,060**	**$ 257,550**	**$ 60,510**	**$ 10,000**
Contingency (not to exceed 10% of grant)		**$ 39,030**	$ 39,030		
PROJECT GRAND TOTALS		**$ 583,010**	**$ 429,330**	**$ 131,180**	**$ 22,500**

*Only direct project management costs are eligible; no overheard/indirect costs are reimbursable. In-service payroll may not include a "billable rate" or administrative cost allocation.

*All invoices and receipts for all project expenditures from all funding sources will be retained and made available in the event of any future State Audits.

AGREEMENT FOR RIPARIAN RESTORATION SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this 19th day of September 2023, by and between the County of Mariposa, a political subdivision of the State of California, ("County"), and Sierra Foothill Conservancy, California non-profit public benefit corporation ("Contractor"), pursuant to the following terms and conditions. The County and Contractor are collectively referred to as Parties and individually referred to as Party.

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 the County or January 31, 2027, whichever is earlier.

2. SERVICES

Contractor shall perform riparian restoration 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, including through subcontractors or agents, and shall be solely responsible for determining how to perform such riparian restoration services within the budget provided in Section 3. The Parties acknowledge that the Scope of Work is intended to fulfill the Grant Agreement Number E22006-0 between the County and the California Natural Resources Agency.

3. COMPENSATION

Contractor shall be compensated for services performed in an amount not to exceed $390,300, as described in Exhibit B, "Project Budget." Depending on project implementation needs, there is the potential for the contract to be revised for compensation to be up to $429,330. Contractor shall submit invoices for services performed on a monthly or quarterly basis, though invoices may include services performed in preceding months. The County shall review and approve such invoices within 15 calendar days. If the County disputes an invoice, it shall inform Contractor of the nature of the dispute within the 15 days; the Parties shall then work in good faith to resolve the dispute. If the dispute cannot be resolved, Section 18 shall apply. The County shall pay Contractor within 30 calendar 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. PERMITTING, ENVIRONMENTAL REVIEW, AND COMMUNITY ENGAGEMENT

County shall be lead agency on all necessary permits for the Scope of Work, including any Lake and Streambed Alteration Agreement. County shall be lead agency on all environmental review associated with the Scope of Work, including compliance with the California Environmental Quality Act. Contractor will assist in preparing materials for such permitting and environmental

review, and facilitate submittal of permitting and environmental review applications. County will be listed as applicant or permittee. County shall be responsible for all community engagement required to implement the Scope of Work, including for any prescribed burn activities.

5. INSURANCE

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

A. MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

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

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

(4) Professional Liability (Errors and Omissions) Insurance appropriates to the Contractor's profession, with limit no less than $1,000,000 per occurrence or claim, $2,000,000 aggregate.

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

B. OTHER INSURANCE PROVISIONS

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

(1) Additional Insured Status: The County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of performance of the work hereunder by the Contractor, its agents, representatives, or employees (including materials, parts, or equipment furnished in connection with such work or

operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 forms if a later edition is used).

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

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

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

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

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

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

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

6. HOLD HARMLESS/INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall hold harmless, defend at its own expense, and indemnify County and its officers, employees, agents, and volunteers, against any and all liability, claims, losses, damages, or expenses, including reasonable attorney's fees, arising from

all acts or omissions 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 sole negligence or willful acts of the County and its officers, employees, agents and volunteers.

To the fullest extent permitted by law, County shall hold harmless, defend at its own expense, and indemnify Contractor and its officers, employees, agents, subcontractors, and volunteers, against any and all liability, claims, losses, damages, or expenses, including reasonable attorney's fees, arising from (a) the sole negligence or willful acts of the County and its officers, employees, agents and volunteers related to this Agreement or (b) permitting, environmental review, and community engagement undertaken by the County pursuant to Section 4.

7. 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.

8. PUBLIC EMPLOYEES RETIREMENT SYSTEM (CALPERS)

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

9. 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.

10. ASSIGNMENT

It is understood and agreed that this Agreement contemplates personal performance by the Contractor and is based upon a determination of its unique personal competence and experience

and upon its specialized personal knowledge. Assignments of any or all rights, duties or obligations of the Contractor under this Agreement will be permitted only with the express written consent of the County.

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:
Bridget Fithian
Sierra Foothill Conservancy
5067 CA-140
Mariposa, CA 95338
(209) 742-5556

COUNTY:
Mikey Goralnik
County of Mariposa
5100 Bullion Street
Mariposa, CA 95338
(209) 742-1222

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.

13. PUBLIC RECORDS ACT

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

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; however, matters concerning the scope of services which do not affect the agreed price may be modified by mutual written consent of the Contractor and the Planning Director. 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 immediately be paid all fees earned as of the effective date of termination.

B. Either party may terminate this Agreement for convenience upon 60 calendar days' written notice to the other party. Upon termination for convenience, Contractor shall be entitled to compensation for services performed pursuant to the Scope of Work up to the effective date of termination, including planning, monitoring, and project coordination work that has not yet resulted in project deliverables.

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.

D. If County 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 County in order to complete Exhibit A, "Scope of Work." Contractor understands and agrees that County may, in County's 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 County as of the termination date.

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 claim or action shall be entitled to reimbursement for all expenses so incurred, including reasonable attorney's fees.

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

19. CAPTIONS

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

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

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

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 the agreement shall comply with all requirements of law, including capacity and authority to amend or modify the 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 party.

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

The County has secured funds for the Scope of Work from the California Natural Resources Agency, pursuant to Grant Agreement E22006-0 for this effort.

Nevertheless, the Parties understand that if funding becomes unavailable pursuant to Grant Agreement E22006-0 the County would be required to rely on other appropriations. It is mutually agreed that if the County budget of the current fiscal year and/or any subsequent fiscal years covered under this Agreement does not appropriate sufficient funds for this Agreement, this Agreement shall terminate and be of no further force and effect upon the day notice is provided by County to Contractor of such event. Upon termination of this Agreement, the County shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement except for services performed pursuant to the Scope of Work up to the effective date of termination, including planning, monitoring, and project coordination work that has not yet resulted in project deliverables. Upon termination of this Agreement, 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 from 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 performed pursuant to the Scope of Work prior to such reduction or modification of the County budget, including planning, monitoring, and project coordination work subcontractor that has not yet resulted in project deliverables, or offer an Agreement amendment to Contractor to reflect the reduced amount. Contractor is not obligated to accept the proposed Agreement amendment.

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	Bridget Fithian, Executive Director Sierra Foothill Conservancy
ATTEST:	APPROVED AS TO FORM:
_____	_____
Danielle Bondshu Clerk of the Board	Steven W. Dahlem County Counsel

Exhibit A
SCOPE OF WORK

The Mariposa Creek Parkway Planting Project (Project) will provide two invasive species removal treatments on the Project site and revegetate the project area with native species. The vegetation treatments will be done by both manual and chemical means over the grant period to ensure that the aggressive non-native species currently occupying the project site are effectively removed. Invasive species removal will utilize the most effective and ecologically sensitive techniques and, where appropriate, involve a diverse partnership of local and regional collaborators.

The overall revegetation plan calls for planting approximately 115 native drought- and fire-resistant trees in and around critical planting areas within the ~3-acre project area. The trees will be supplemented with 200 additional native plants in the form of shrubs, wildflowers and native grasses used for gap planting and open space areas. Native species will be selected for vigorous growth, indigenous usage, pollinator species, and the ability to withstand both flood and drought. Planted areas within the riparian corridor will also serve as an urban shelterbelt, which will reduce the amount of stormwater runoff that flows into Mariposa creek while stabilizing creek banks and providing wildlife habitat and passage away from Highway 140. Adaptive management strategies will be employed throughout the project area as determined appropriate by project managers, subject experts and/or external factors including environmental conditions such as severe flooding, fire, and drought.

Gap planting is commonly used to fill openings in otherwise healthy and will be used in areas where large native trees already exist, replacing invasive species such as removed Himalayan blackberry. Gap plantings will be also used to increase structure and diversity to existing stands. Importantly, the project seeks to keep as many existing trees in place as possible and thinning where appropriate to allow the growing forest understory to retain its carbon sequestration capabilities.

Temporary irrigation and plant protection will be included in the project design. Plantings will be periodically irrigated during a 2–3-year establishment period. During the first year, the interval between irrigations will be 7 to 10 days. During the second year the interval between irrigations will be 10-15 days, and during the third-year irrigations will be based on observed need for irrigation during regular inspections. If the plantings appear to be well established after the third year, irrigation measures can cease. The plantings will be monitored every few days throughout the summer months of the 2–3-year establishment period to ensure that the interval between irrigations is suitable for keeping the plantings alive. Adaptive management of irrigation infrastructure will occur throughout the project term and may include more frequent irrigations in particularly hot weather.

Task 1 – Non-Construction

This task entails all project management activities, which includes regular coordination and management meetings that are necessary to ensure consistency and alignment throughout a complex and lengthy project. This scope of work can include biweekly project management check-ins between the prime contractor and Mariposa County, with participation from

subcontractors as appropriate or necessary. The prime contractor will be responsible for scheduling meetings and ensuring participation from all necessary parties.
Additionally, this task includes pre-construction design, such as landscape architectural services for planting design and documentation related to the revegetation activities.

**Deliverables:*

- *Design and/or Technical specifications for planting design*
- *Project permits secured with County as permittee*
- *Any other necessary agreements.*

Task 2 – Site Work

This task entails invasive species removal activities necessary to control for invasive species in the project area, and the physical work necessary to install revegetation materials. Subtasks include:

- Clearance surveys and site preparation
- Manual invasive species removal
- Chemical invasive species removal
- Labor costs for plant installation following invasive species removal

**Deliverables:*

- *Summary of invasive species removal activities and clearance surveys submitted with quarterly invoices.*
- *Photo documentation of invasive species removal activities submitted with quarterly invoices.*
- *Contributions to project reports requested by County for CNRA as needed.*

Task 3 – Planting

This task entails the selection and acquisition of revegetation materials, and installation of key revegetation support elements, specifically:

- Coordinating with a nursery to cultivate and supply the selected revegetation materials
- Purchasing and transporting to the site approximately 115 trees
- Purchasing and transporting to the site approximately 200 additional native plants in the form of shrubs, wildflowers and native grasses used for gap plating and open space areas
- Purchasing and installing of plant protection measures to support establishment of new plantings
- Designing, permitting, purchasing and installing water-saving irrigation controls to support establishment of new plantings.

During the plant establishment period temporary irrigation will be available for at least three years, any dead plants will be replaced, and browsing, human disturbance, and invasive plant species will be controlled with temporary fencing and signage. Temporary irrigation may be extended as needed to support the successful establishment of plantings.

Plantings will be protected during all maintenance activities including invasive weed control practices. Damaged or destroyed plants will be replanted in-kind or according to adaptive management findings.

**Deliverables*

- *Pre-and post-revegetation photo documentation*
- *Summary of revegetation activities submitted with quarterly invoices*
- *Contributions to project reports as requested by County for CNRA grant reporting as requested.*

PROJECT SCHEDULE:

ACTIVITY DESCRIPTION	TIMELINE
Invasive Species Removal Clearance, Surveys & Site Prep (Round1)	June - July 2023
Invasive Species Removal Manual Round1)	August - September 2023
Invasive Species Removal Chemical (Round 1)	October - November 2023
Plant Shrubs, Groundcovers, and Perennials (Round 1)	November 2023
Invasive Species Removal Clearance, Surveys & Site Prep (Round 2)	June - July 2024
Invasive Species Removal Manual (Round 2)	August - September 2024
Invasive Species Removal Chemical (Round 2)	October - November 2024
Nursery & Plant Prep Coordination	August - October 2024
Invasive Species Removal Clearance Surveys & Site Prep Round 3)	June - July 2025
Invasive Species Removal Manual (Round 3)	August - September 2025
Invasive Species Removal Chemical (Round 3)	October - November 2025
Nursery & Plant Prep Coordination	May - October 2025
Water-Saving Irrigation Design and Material Purchasing	February - April 2026
Plant Shrubs, Groundcovers, and Perennials (Round 1)	February - May 2026
Tree Planting and Full Planting Implementation	October-November 2026
Record MOUGA and submit project closeout package with final Payment Request to State	January 2027

*Bird nesting February 1 – August 15th annually

Exhibit B
PROJECT BUDGET

DocuSign Envelope ID: DC32C635-BA1B-4998-906E-325DBBF3C011

SE

Agreement No. E22006-0

Exhibit A-1: Cost Estimate
Mariposa Creek Parkway Native Plant Restoration Project
Mariposa County

TASK	PROJECT ELEMENTS	TOTAL COST	EEM GRANT FUNDING	WILDLIFE CONSERVATION BOARD	SIERRA NEVADA CONSERVANCY
1. NON-CONSTRUCTION (not to exceed 25% of grant)					
1.1	Project Management	**$ 52,500**	$ -	$ 40,000	$ 12,500
1.2	Design (Technical Consultant)	**$ 30,000**	$ 30,000	$ -	
TOTAL NON-CONSTRUCTION		**$ 82,500**	**$ 30,000**	**$ 40,000**	**$ 12,500**
2. SITE WORK					
2.1	Invasive Species Removal- Clearance Surveys & Site Prep Round 1	**$ 30,670**	$ -	$ 30,670	$ -
2.2	Invasive Species Removal- Clearance Surveys & Site Prep Round 2 & 3	**$ 12,000**	$ 12,000	$ -	$ -
2.3	Invasive Species Removal- Manual	**$ 68,250**	$ 68,250	$ -	$ -
2.4	Invasive Species Removal- Chemical	**$ 22,500**	$ 22,500	$ -	$ -
TOTAL SITE WORK		**$ 133,420**	**$ 102,750**	**$ 30,670**	**$ -**
3. PLANTING					
3.1	Nursery & Plant Prep Coordination	**$ 4,550**	$ 4,550	$ -	
3.2	Trees	**$ 39,000**	$ 23,500	$ 15,500	
3.3	Shrubs, Groundcovers, and Perennials- Round 1	**$ 28,170**		$ 28,170	
3.4	Shrubs, Groundcovers, and Perennials- Round 2	**$ 186,830**	$ 186,830	$ -	
3.5	Plant Protection	**$ 2,000**	$ 2,000		
3.6	Water Saving Irrigation	**$ 10,000**	$ 10,000		
3.7	Planting Implementation Labor- Round 1	**$ 26,840**	$ -	$ 16,840	$ 10,000
3.8	Planting Implementation Labor- Round 2	**$ 30,670**	$ 30,670	$ -	$ -
TOTAL PLANTING		**$ 328,060**	**$ 257,550**	**$ 60,510**	**$ 10,000**
Contingency (not to exceed 10% of grant)		**$ 39,030**	$ 39,030		
PROJECT GRAND TOTALS		**$ 583,010**	**$ 429,330**	**$ 131,180**	**$ 22,500**

STATE OF CALIFORNIA
COUNTY OF MARIPOSA
BOARD OF SUPERVISORS

Resolution No. 23-___ ADOPT A RESOLUTION ACCEPTING THE ENVIRONMENTAL ENHANCEMENT AND MITIGATION GRANT FUNDS; APPROVE BUDGET ACTION INCREASING REVENUE AND APPROPRIATIONS IN THE PLANNING DEPARTMENT BUDGET TO RECOGNIZE THE GRANT FUNDING $429,330 (4/5THS VOTE REQUIRED); APPROVE AN AGREEMENT WITH SIERRA FOOTHILL CONSERVANCY IN THE AMOUNT OF $390,300 FOR THE MARIPOSA CREEK PARKWAY NATIVE PLANT RESTORATION PROJECT; AND AUTHORIZE THE BOARD OF SUPERVISORS CHAIR TO SIGN THE AGREEMENT

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 2023-27 to authorize the submittal of an application to the California Natural Resources Agency Environmental Enhancement and Mitigation Grant Program to expand riparian restoration activities funded under a previous grant from the Wildlife Conservation Board in the Phase II and Phase III segments of the Mariposa Creek Parkway;

WHEREAS, the grant funds entail a more comprehensive invasive species removal activities, a broader native species revegetation program, and the potential for community stewardship activities related to the restoration work..

NOW THEREFORE BE IT RESOLVED, that the Board of Supervisors does hereby accept the Environmental Enhancement and Mitigation Grant Funds; approves budget action increasing revenue and appropriations in the Planning Department budget to recognize the grant funding $429,330 (4/5ths Vote Required); approves an agreement with Sierra Foothill Conservancy in the amount of $390,300 for the Mariposa Creek Parkway Native Plant Restoration Project; and authorizes the Board of Supervisors Chair to sign the agreement.

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 2023-523

MEETING: September 19, 2023

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works and Transportation

RE: Approve a Twenty-year Agreement with the Hornitos Patrons Club in the Amount of $50.00 per month for the use of the Hornitos Stagg Hall, Specifically Dorothey's Kitchen Room and Storage Area; and Authorize the Board of Supervisors Chair to Sign the Agreement

---

RECOMMENDATION AND JUSTIFICATION

Approve a Twenty-year Agreement with the Hornitos Patrons Club in the Amount of $50.00 per month for the use of the Hornitos Stagg Hall, Specifically Dorothey's Kitchen Room and Storage Area; and Authorize the Board of Supervisors Chair to Sign the Agreement.

For the past three decades, the Hornitos Patrons Club has consistently utilized the Hornitos Stagg Hall's Dorothey's Kitchen and Storage space, having fully equipped and stocked the kitchen area themselves. Over these years, Dorothey's Kitchen has served as the venue for numerous community events hosted by the Patrons Club that have benefited the Mariposa Community.

BACKGROUND AND HISTORY OF BOARD ACTIONS

This matter was initially brought before the board on March 14, 2023, for discussion and direction concerning the utilization of the Dorothey's Kitchen area. During that meeting, a decision was made to direct the Public Works Department to arrange a meeting with the Hornitos Patrons Club to explore potential leasing arrangements. Subsequently, on April 24, 2023, a meeting was convened, attended by the Hornitos Patrons Club, the Director of Public Works, Supervisor Toso, Supervisor Forsythe, and CAO Kimble. During this meeting, a consensus was reached regarding a long-term lease agreement.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

If a lease is not approved, the board will need to give direction to Public Works on the use of the Hornitos Stagg Hall.

FINANCIAL IMPACT

NONE

ATTACHMENTS

1. **Hornitos Lease**

VOTE RESULT

RESULT: **Adopted (UNANIMOUS)**

MOVER: District IV Supervisor Wayne Forsythe

SECONDER:	District I Supervisor Rosemarie Smallcombe
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District IV Supervisor Forsythe, District II Supervisor Poe
ABSTAIN:	District III Supervisor Danette Toso

LEASE AGREEMENT

THIS AGREEMENT is made and entered into in the County of Mariposa, State of California, as of _____, 2023, by and between the **COUNTY OF MARIPOSA**, hereinafter referred to as **LESSOR**, and Hornitos Patrons Club, hereinafter referred to as **LESSEE**.

WITNESSETH:

WHEREAS, **LESSOR** owns real property located in the County of Mariposa commonly known as, Hornitos Stagg Hall; and

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

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

1. **PREMISES:** The leased **PREMISES** is the real property located at 2884 Bear Valley Road, Hornitos, in the County of Mariposa commonly known as Hornitos Stagg Hall Dorothy's Room/Back Kitchen and Storage Area.

2. **CONSIDERATION/TERM**: For and in consideration of Fifty Dollars ($50.00) per month, mailed to 4639 Ben Hur Road, Mariposa, Ca 95338. **LESSOR** agrees to lease the real property described above for a term of Twenty Years commencing on July 1, 2023, and terminating on or before August 31, 2043. This lease is renewable thereafter as mutually agreed by **LESSOR** and **LESSEE**.

3. **RENTAL LEASE ADJUSTMENTS:** Effective July 2023 following commencement of this AGREEMENT and every year thereafter, the annual rental rate shall be adjusted in accordance with the 12-month change in the San Francisco-Oakland-Hayward All Urban

Consumer Price Index (CPI-U) (CUURS49BSA0) prepared by the United States Department of Labor, Bureau of Labor Statistics as reported for August of the preceding year.

4. **POSSESSORY INTEREST: LESSEE** recognizes and understands that to the extent this Lease may or may not create a possessory interest subject to property taxation that the **LESSEE** is solely responsible for the payment of any taxes levied or assessed on the leased **PREMISES**. **LESSOR** expresses no opinion on the taxable affect of this Lease.

5. **USE:** The **PREMISES** which are the subject of this Agreement shall be used as a Kitchen and Storage Area. **LESSEE** hereby warrants that it will be used as such.

6. **COMPLIANCE WITH LAW: LESSEE** shall comply with all federal and state laws and ordinances of the County of Mariposa, and with any department, bureau or official thereof having jurisdiction.

7. **INSPECTION BY CERTIFIED ACCESS SPECIALIST:** As required by California Civil Code section 1938, **LESSOR** represents that the **PREMISES** have not undergone inspection by a Certified Access Specialist (CASp). **LESSOR** warrants that the **PREMISES** is at the time of this Agreement in compliance with all laws and ordinances.

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

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

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

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

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

12. **SURRENDER OF POSSESSION:** At the expiration of this Agreement, **LESSEE**

promises and agrees to deliver unto **LESSOR** the **PREMISES** in as good condition as at the date of execution of this Agreement, reasonable wear and tear excepted.

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

14. **INSURANCE: LESSEE** shall obtain and keep in full force and effect during the term of this agreement general liability coverage of at least One Million Dollars ($1,000,000) combined limit for bodily injury and property damage.

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

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

17. **TERMINATION PRIOR TO EXPIRATION:**

A. **LESSOR** shall have the right to terminate this Agreement, on the occurrence of any

of the following events:

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

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

B. **LESSEE** and **LESSOR** shall each have the right to terminate this Agreement upon ninety (90) days written notice.

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

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

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

20. **NOTICES:** Any notice to **LESSEE** shall be sufficient if sent by certified mail, postage prepaid, addressed to P.O. Box 341, Hornitos, Ca 95325. Any notice to **LESSOR** shall be sufficient if sent by certified mail, postage prepaid, addressed to County Administrative Officer, County of Mariposa, P.O. Box 784, Mariposa, CA 95338.

21. **NON-WAIVER:** Any waiver of breach of any covenants or conditions herein contained to be kept and performed by either party shall be effective only if in writing and shall not be deemed or considered as a continuing waiver and shall not operate to bar or

prevent the other party from declaring a forfeiture or exercising its rights for any succeeding breach of either the same or other condition or covenant.

22. **ENTIRE AGREEMENT:** 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.

23. **SUCCESSOR:** This Agreement shall be binding upon and inure to the benefit of all the heirs, successors and assigns of the parties.

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

LESSEE:

_____

Shuan Quinn, President
Hornitos Patrons Club

LESSOR:

_____

Jay D. Kimble

County Administrative Officer

APPROVED AS TO LEGAL FORM:

_____

Steven W. Dahlem
County Counsel

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-524

MEETING: September 19, 2023

TO: The Board of Supervisors

FROM: Jeremy Briese, Sheriff

RE: Accept Grant Award from the Department of Health Care Services (DHCS) in the Amount of $500,000; Approve the Grant Agreement;and Approve Budget Action Increasing Revenue and Appropriations in the new fund 3446-220 Budget to Implement the Grant Agreement with DHCS ($500,000) (4/5ths Vote Required)

RECOMMENDATION AND JUSTIFICATION

Accept Grant Award from the Department of Health Care Services (DHCS) in the Amount of $500,000; Approve the Grant Agreement;and Approve Budget Action Increasing Revenue and Appropriations in the new fund 3446-220 Budget to Implement the Grant Agreement with DHCS ($500,000) (4/5ths Vote Required).

The Sheriff's Office wishes to accept an award for new Providing Access and Transferring Health (PATH) capacity building funds to support the Justice Involved Reentry Initiative Round 2. The PATH Justice-Involved Reentry Initiative Capacity Building Program will provide funding to support the planning and implementation of the provision of targeted pre-release Medi-Cal services to individuals in state prisons, county jails, and youth correctional facilities who meet the eligibility criteria. PATH funds will be available to support investments in personnel, capacity, and/or IT systems that are needed for collaborative planning and implementation in order to effectuate pre-release service processes. These PATH capacity building funds are available to qualified entities and will be distributed based on meeting certain performance milestones.

On January 26, 2023, the Department of Health Care Services (DHCS) received federal approval under its California Advancing and Innovating Medi-Cal (CalAIM) 1115 Demonstration for Providing Access and Transferring Health (PATH) capacity building funds to support the Justice Involved Reentry Initiative. Under the CalAIM 1115 Demonstration, DHCS received approval to disseminate up to $410 million in capacity building funds to support the planning and implementation of pre-release and reentry services in the 90 days prior to an individual’s release into the community.

BACKGROUND AND HISTORY OF BOARD ACTIONS

This is a new grant opportunity for PATH capacity building funds to support the Justice Involved Reentry Initiative Round 2.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

The Board may choose not to approve the application and activities, and the Sheriff's Office will forego the $500,000 in grant funding available to serve justice involved individuals re-entering society.

FINANCIAL IMPACT

There is no financial impact to the Mariposa County General Fund. Budget Action Attached.

ATTACHMENTS

1. **PATH Agreement**
2. **Budget Action Form-PATH ROUND 2**
3. **Grant Award Letter- PATH ROUND 2**
4. **Round 2- Terms and Conditions**

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

$500,000

CAPATH

Application Detail

Application ID	873758
Submitted	Apr 17, 2023
Status	In progress
Applicant(s)	Danielle Bondshu (dbondshu@mariposacounty.org) Jeremy Day (jday@mariposacounty.org) Steven Dahlem (sdahlem@mariposacounty.org) Miles Menetrey (mmenetrey@mariposacounty.org)
Program and cycle	JI Application Round 2 JI Round 2
Tags	No tags
Forms	PATH JI Terms and Conditions Correctional Agency (Jeremy Day)

Danielle Bondshu
dbondshu@mariposacounty.org

California Providing Access and Transforming Health (PATH)

Justice Involved Planning and Capacity Building Program

Acknowledgement of Grant Terms and Conditions

As an express condition of receiving grant funds from the California Department of Health Care Services ("DHCS") under the Justice Involved Planning and Capacity Building Program,

whose business address is

and whose Federal Tax Identification number is

(Applicant) *
(Applicant)

Mariposa County Adult Detention Facility

Address *
(Address, City, State, Zip)

5379 Highway 49 N, Mariposa, CA, 95338

ID #1
(Federal Tax ID)

94-6000880

hereby warrants and guarantees that it will comply with all applicable federal, state, and local laws and regulations, as well as with as the following terms and conditions:

I. Use of Funding.

a. Project Plan. Applicant shall use grant funds exclusively to implement the project plan as outlined in Applicant's grant application dated

Date *

Apr 17, 2023

attached hereto and incorporated herein by reference as Appendix A, and for no other purpose.

b. Program Guidance and Conditions. In using the funds to implement the project plan, Applicant must follow all terms, conditions, and guidelines provided in the Justice Involved Planning and Capacity Building Program guidance, found at www.ca-path.com, and in these Terms and Conditions.

c. Changes and Modifications. Changes and modifications to Appendix A or to the program guidelines may be proposed by Applicant in writing and are subject to the approval of DHCS. No change or modification will be valid without the prior written approval of DHCS.

II. Role of Third-Party Administrator. DHCS has designated Public Consulting Group LLC as third-party administrator ("TPA"), to administer the grant program and to communicate with Applicant with respect to grant administration. Applicant understands that the TPA is acting solely as a third-party administrator on behalf of DHCS and is not liable or responsible for DHCS decisions or actions. Applicant hereby releases and holds harmless the TPA and its officers, agents, employees, representatives, and/or designees from and against any and all liability, actions, claims, demands, or suits, and all related costs, attorney fees, and expenses arising out of, or relating to the receipt of grant funds.

III. Grant Amount and Method of Payment.

a. Grant Amount. The total grant amount awarded to Applicant shall not exceed

CA JI CA Total Fund Request

$ 500000.00

Applicant acknowledges that the grant amount has been determined by DHCS and will not be negotiated with the TPA.

b. Method of Payment. Except as otherwise stated below, the TPA, on behalf of DHCS, shall cause the first installment of 80% of the awarded grant funds to be disbursed to Applicant via direct deposit into Applicant's account within forty-five (45) calendar days following receipt of Applicant's signature on this Acknowledgement, provided Applicant has provided all required information, forms, and documentation required to facilitate payment. The remaining 20% of the awarded grant funds will be disbursed within forty-five (45) calendar days of the TPA's receipt of the Applicant's satisfactory interim progress report due on or before March 1, 2024.

c. Reliance on Provided Information. DHCS and the TPA are entitled to rely on the accuracy and completeness of information provided by Applicant in the disbursement of grant funds.

IV. Reporting Requirements.

a. Interim report. Correctional agency applicants are required to submit an interim progress report upon successful implementation of any five (5) of the seven (7) Correctional Agency Operational Criteria developed by DHCS and more fully described in Appendix A. The interim report is due on or before March 1, 2024.

b. Final report. Correctional agency applicants are required to submit a final progress report upon successful implementation of all seven (7) of the Correctional Agency Operational Criteria.

c. Failure to report. If a correctional agency fails to submit either the interim or final report within thirty (30) calendar days of the report becoming due, DHCS may terminate the grant pursuant to Section VI, below.

V. Additional DHCS Terms and Conditions.

a. Funding received through the Justice Involved Planning and Capacity Building Program will not duplicate or supplant funds received through other programs or initiatives or by other federal, state, or local funding sources, including but not limited to funds provided by the

California Department of Corrections ("DOC") for the purchase of technology for state prisons, county jails, and youth correction facilities.

b. DHCS may, in its reasonable discretion, modify payment dates or amounts and will notify Applicant of any such changes in writing.

c. Applicant may be subject to audit or inquiry with respect to the receipt and use of grant funds at any time. Applicant must respond to inquiries, communications, and reasonable requests for additional information or documentation from DHCS or the TPA within one (1) business day of receipt and must provide any requested information within five (5) business days, unless an alternative timeline is approved by DHCS.

d. Applicant must alert DHCS and the TPA within two (2) business days if circumstances prevent it from carrying out any of the activities described in Appendix A. In such cases, Applicant may be required to return unused funds to DHCS.

e. Applicant's authorized representative for the purposes of communications related to this grant is:

name *
[Name]

Jeremy Day

i. DHCS or the TPA identify potential, fraud, waste, or abuse;

ii. DHCS or the TPA identify that funding was spent on impermissible uses of funds;

iii. DHCS or the TPA identify that funding received by the entity may be duplicative with other funding sources;

iv. Funding recipient becomes ineligible to be a provider of pre-release services;

v. Funding recipient reports using funding on an item or activity that was not documented in their approved grant application without seeking prior approval from DHCS;

vi. Funding recipient reports significant deviations (as determined by DHCS) in how funding was applied to various approved funding uses relative to what was described in their original budget template; and,

vii. Funding recipient did not spend all funds received and will not voluntarily return unused funds to DHCS or request for unused funds to be applied to other permissible uses.

VI. Auditing and Recoupment

a. DHCS or the TPA, as appropriate, may perform spot check audits of JI funding disbursements. DHCS and the TPA may utilize a Corrective Action Plan process for JI funding recipients who are not meeting interim or other requirements for receipt of PATH JI funding.

b. Funding recipients shall submit a final progress report indicating that not all received funds were spent during the project period. DHCS and the TPA will consider three possible scenarios if funding recipients do not spend all funds received for any reason, including:

i. Permit the entity to 'rollover' a limited amount of unspent funding to other permissible uses for up to 12 months following project end date, pending approval from DHCS. The amount of funding that is rolled over and the duration of period for use may be determined by DHCS on a case-by-case basis;

ii. The entity may voluntarily return unused funds to DHCS; or

iii. The entity is unresponsive to requests from DHCS or the TPA and will not return unused funds to DHCS or respond to the request for funding to be applied to different permissible uses, in which case DHCS will seek an audit and possible recoupment of unused funds.

c. DHCS will only seek to audit entities and recoup funds in instances where:

i. DHCS or the TPA identify potential, fraud, waste, or abuse;

ii. DHCS or the TPA identify that funding was spent on impermissible uses of funds;

iii. DHCS or the TPA identify that funding received by the entity may be duplicative with other funding sources;

iv. Funding recipient becomes ineligible to be a provider of pre-release services;

v. Funding recipient reports using funding on an item or activity that was not documented in their approved grant application without seeking prior approval from DHCS;

vi. Funding recipient reports significant deviations (as determined by DHCS) in how funding was applied to various approved funding uses relative to what was described in their original budget template; and,

vii. Funding recipient did not spend all funds received and will not voluntarily return unused funds to DHCS or request for unused funds to be applied to other permissible uses.

VII. Termination. Upon written notice to Applicant, DHCS may terminate the grant award in any of the following circumstances:

a. If Applicant fails to perform any one or more of the requirements set forth in these Terms and Conditions;

b. If any of the information provided by Applicant to DHCS or to the TPA is untruthful, incomplete, or inaccurate;

c. Upon Applicant's debarment or suspension by competent authority, if such debarment or suspension precludes any activity funded by the grant;

d. Upon Applicant's indictment in any criminal proceeding;

e. If Applicant is reasonably suspected of fraud, forgery, embezzlement, theft, or any other misuse of public funds;

f. If DHCS does not receive or maintain sufficient funds to administer the program;

g. If any restriction, limitation, or condition is enacted by Congress or by any other governing body or agency that impedes the funding or administration of the grant; or

h. For any other purpose deemed necessary or advisable by DHCS.

In the case of early termination, Applicant may be subject to audit, recoupment by DHCS of unused or misused funds, and/or preclusion from receiving additional funding, dependent upon the circumstances of the termination.

IN WITNESS THEREOF, APPLICANT has executed this Acknowledgment as of the date set forth below.

APPLICANT

CA JI Terms and Conditions CA Grant sign *
(Name)

Jeremy Day

name title *
(Printed Name and Title)

Custodial Sergeant

date *
Date

Jul 10, 2023

Miles Menetrey, Chair
Mariposa County Board of Supervisors

APPROVED AS TO FORM:

STEVEN W. DAHLEM
COUNTY COUNSEL

Danielle Bondshu

From: Danielle Bondshu
Sent: Friday, September 8, 2023 8:57 AM
To: PATH TPA | Justice Involved; Jeremy Day
Subject: RE: Path Round 2 and Round 3

Good Morning,

Have all three grants been signed? I know the two Mr. Day signed, but what about the one Kristina Keheley submitted?

Can you send me all three grant agreements? I have only seen one. The issue we are having is under County Policy, the only individual allowed to encumber the County and accept grant funds is the Board Chair, and we also need our County Counsel to approve as to legal form. Mr. Day did not have the authority to sign the agreements.

For future, on all three Mariposa County PATHJI correspondence and signatures, please add the below individuals.

Miles Menetrey, Chair – mmenetrey@mariposacounty.org
Steven W. Dahlem, County Counsel – sdahlem@mariposacounty.org
Danielle Bondshu, Clerk of the Board, as a CC only when the contract is complete.

If you can send me the agreements, we will work on something on our end.

Sincerely,

Danielle Bondshu
Clerk of the Board
Mariposa County

209-966-3222 ext. 2
5100 Bullion Street
Mariposa, CA 95338

From: PATH TPA | Justice Involved <justice-involved@ca-path.com>
Sent: Friday, September 8, 2023 7:11 AM
To: Jeremy Day <jday@mariposacounty.org>
Cc: Danielle Bondshu <dbondshu@mariposacounty.org>
Subject: RE: Path Round 2 and Round 3

You don't often get email from justice-involved@ca-path.com. Learn why this is important

Hello Danielle and Jeremy,

We have received your email and help desk inquiries regarding the signing of the PATH JI award documents for Mariposa County. Because the documents and payments have already been processed for Mariposa County, the only thing we can do at this point is add the other authorized signer(s) to the GrantsConnect accounts for any future communications and signatures. As far as updating signatures on your end, this may be something you have to update internally. If you would like us to add authorized signers, please send their names and email addresses to this email and I can get them added.

Please let us know if you have any questions.

Thank you,

PATH Justice Involved TPA Team

-----Original message-----
From: Jeremy Day <jday@mariposacounty.org>
Sent: Thursday, September 7 2023, 5:53 pm
To: PATH TPA | Justice Involved <justice-involved@ca-path.com>
Subject: Path Round 2 and Round 3

I need to update the name on the terms and conditions and have them resigned by our Sheriff as our Board of Supervisors would like to see our Sheriffs name on the agreement.

Is this possible?

Jeremy Day

Custodial Sergeant

Mariposa County Adult Detention Facility
5379 Hwy 49 N
P.O. Box 727
Mariposa, CA 95338
Office: (209) 966-3615 x2360

Cell: (209) 347-9629

CONFIDENTIALITY NOTICE: The contents of this email message and any attachments are intended solely for the addressee(s) and may contain confidential and/or privileged information and may be legally protected from disclosure. If you are not the intended recipient of this message or their agent, or if this message has been addressed to you in error, please immediately alert the sender by reply email and then delete this message and any attachments. If you are not the intended recipient, you are hereby notified that any use, dissemination, copying, or storage of this message or its attachments is strictly prohibited.

BUDGET ACTION FORM

FUND	DEP/DIV	ACCOUNT	DESCRIPTION	PROJECT	INCREASE	DECREASE
3446	220	45063	State Grant Revenue- STATE		(500,000)	
3446	220	60421	Equipment		198,208	
3446	220	70511	Software Fixed Asset		301,792	
				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

AUDITOR SIGNATURE DATE

COUNTY ADMINISTRATIVE OFFICER SIGNATURE DATE

APPROVED BY RES NO. CLERK DATE

DEPARTMENT

AUDITOR'S USE ONLY
BA #

Budget Revision Form Revised 08/2020

From: Public Consulting Group CA <noreply@yourcause.com>
Sent: Monday, July 10, 2023 11:39 AM
To: Jeremy Day <jday@mariposacounty.org>
Subject: Application Form Added

CAPATH

PATH Justice-Involved Initiative

Jeremy Day,

PO Box 727 Mariposa, California, 95338

RE: PATH Justice-Involved Initiative

Dear Jeremy Day,

We are pleased to inform you that the Department of Health Care Services (DHCS) reviewed your recent PATH Justice-Involved grant request and award an amount of $ 500000.00 . This funding must be used to support entities as they implement the processes, protocols, and IT system modifications necessary to support the implementation of pre-release enrollment and suspension processes that will help ensure Medi-Cal coverage upon reentry into the community in order to facilitate access to needed Medi-Cal covered services. These processes are also foundational to the provision of Medi-Cal services in the 90 days prior to release, as requested by the Department of Health Care Services (DHCS) through its CalAIM 1115 Demonstration request.

You will find a Grant Terms and Conditions document at the link provided at the bottom of this letter. When you access the link please select forgot password and reset your password. Please use the email from your original application.

Grant Agreement

The included grant agreement formalizes the terms and conditions of accepting the JI grant. This Grant Agreement explains the responsibilities and expectations of both parties of the grant. Please complete the Grant Agreement within thirty (30) business days of receipt. Please keep a copy for your records.

Banking Funding Form

In order to receive grant disbursements from the JI initiative under PATH, you must submit your organization's tax and financial institution information to the TPA. Please navigate to the website listed below to start this process and verify your information. Your banking information must be submitted within thirty (30) business days.

If you have any questions, please contact justice-involved@ca-path.com.

Sincerely,

The Justice-Involved TPA Team

Go to GrantsConnect

Application ID	873758
Submitted	Apr 17, 2023
Status	In progress
Applicant(s)	Jeremy Day (jday@mariposacounty.org)
Program and cycle	JI Application Round 2 JI Round 2
Tags	No tags
Forms	PATH JI Terms and Conditions Correctional Agency (Jeremy Day)

California Providing Access and Transforming Health (PATH)

Justice Involved Planning and Capacity Building Program

Acknowledgement of Grant Terms and Conditions

As an express condition of receiving grant funds from the California Department of Health Care Services ("DHCS") under the Justice Involved Planning and Capacity Building Program,

whose business address is

and whose Federal Tax Identification number is

(Applicant) *
(Applicant)

Mariposa County Adult Detention Facility

Address *
(Address, City, State, Zip)

5379 Highway 49 N, Mariposa, CA, 95338

ID #1
(Federal Tax ID)

94-6000880

hereby warrants and guarantees that it will comply with all applicable federal, state, and local laws and regulations, as well as with as the following terms and conditions:

I. Use of Funding.

a. Project Plan. Applicant shall use grant funds exclusively to implement the project plan as outlined in Applicant's grant application dated

Date *

Apr 17, 2023

attached hereto and incorporated herein by reference as Appendix A, and for no other purpose.

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III. Grant Amount and Method of Payment.

a. Grant Amount. The total grant amount awarded to Applicant shall not exceed

CA JI CA Total Fund Request

$ 500000.00

Applicant acknowledges that the grant amount has been determined by DHCS and will not be negotiated with the TPA.

b. Method of Payment. Except as otherwise stated below, the TPA, on behalf of DHCS, shall cause the first installment of 80% of the awarded grant funds to be disbursed to Applicant via direct deposit into Applicant's account within forty-five (45) calendar days following receipt of Applicant's signature on this Acknowledgement, provided Applicant has provided all required information, forms, and documentation required to facilitate payment. The remaining 20% of the awarded grant funds will be disbursed within forty-five (45) calendar days of the TPA's receipt of the Applicant's satisfactory interim progress report due on or before March 1, 2024.

c. Reliance on Provided Information. DHCS and the TPA are entitled to rely on the accuracy and completeness of information provided by Applicant in the disbursement of grant funds.

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a. Interim report. Correctional agency applicants are required to submit an interim progress report upon successful implementation of any five (5) of the seven (7) Correctional Agency Operational Criteria developed by DHCS and more fully described in Appendix A. The interim report is due on or before March 1, 2024.

b. Final report. Correctional agency applicants are required to submit a final progress report upon successful implementation of all seven (7) of the Correctional Agency Operational Criteria.

c. Failure to report. If a correctional agency fails to submit either the interim or final report within thirty (30) calendar days of the report becoming due, DHCS may terminate the grant pursuant to Section VI, below.

V. Additional DHCS Terms and Conditions.

a. Funding received through the Justice Involved Planning and Capacity Building Program will not duplicate or supplant funds received through other programs or initiatives or by other federal, state, or local funding sources, including but not limited to funds provided by the

California Department of Corrections (“DOC”) for the purchase of technology for state prisons, county jails, and youth correction facilities.

b. DHCS may, in its reasonable discretion, modify payment dates or amounts and will notify Applicant of any such changes in writing.

c. Applicant may be subject to audit or inquiry with respect to the receipt and use of grant funds at any time. Applicant must respond to inquiries, communications, and reasonable requests for additional information or documentation from DHCS or the TPA within one (1) business day of receipt and must provide any requested information within five (5) business days, unless an alternative timeline is approved by DHCS.

d. Applicant must alert DHCS and the TPA within two (2) business days if circumstances prevent it from carrying out any of the activities described in Appendix A. In such cases, Applicant may be required to return unused funds to DHCS.

e. Applicant’s authorized representative for the purposes of communications related to this grant is:

name *
[Name]

Jeremy Day

i. DHCS or the TPA identify potential, fraud, waste, or abuse;

ii. DHCS or the TPA identify that funding was spent on impermissible uses of funds;

iii. DHCS or the TPA identify that funding received by the entity may be duplicative with other funding sources;

iv. Funding recipient becomes ineligible to be a provider of pre-release services;

v. Funding recipient reports using funding on an item or activity that was not documented in their approved grant application without seeking prior approval from DHCS;

vi. Funding recipient reports significant deviations (as determined by DHCS) in how funding was applied to various approved funding uses relative to what was described in their original budget template; and,

vii. Funding recipient did not spend all funds received and will not voluntarily return unused funds to DHCS or request for unused funds to be applied to other permissible uses.

VI. Auditing and Recoupment

a. DHCS or the TPA, as appropriate, may perform spot check audits of JI funding disbursements. DHCS and the TPA may utilize a Corrective Action Plan process for JI funding recipients who are not meeting interim or other requirements for receipt of PATH JI funding.

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i. Permit the entity to ‘rollover’ a limited amount of unspent funding to other permissible uses for up to 12 months following project end date, pending approval from DHCS. The amount of funding that is rolled over and the duration of period for use may be determined by DHCS on a case-by-case basis;

ii. The entity may voluntarily return unused funds to DHCS; or

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a. If Applicant fails to perform any one or more of the requirements set forth in these Terms and Conditions;

b. If any of the information provided by Applicant to DHCS or to the TPA is untruthful, incomplete, or inaccurate;

c. Upon Applicant's debarment or suspension by competent authority, if such debarment or suspension precludes any activity funded by the grant;

d. Upon Applicant's indictment in any criminal proceeding;

e. If Applicant is reasonably suspected of fraud, forgery, embezzlement, theft, or any other misuse of public funds;

f. If DHCS does not receive or maintain sufficient funds to administer the program;

g. If any restriction, limitation, or condition is enacted by Congress or by any other governing body or agency that impedes the funding or administration of the grant; or

h. For any other purpose deemed necessary or advisable by DHCS.

In the case of early termination, Applicant may be subject to audit, recoupment by DHCS of unused or misused funds, and/or preclusion from receiving additional funding, dependent upon the circumstances of the termination.

IN WITNESS THEREOF, APPLICANT has executed this Acknowledgment as of the date set forth below.

APPLICANT

CA JI Terms and Conditions CA Grant sign *
(Name)

Jeremy Day

name title *
(Printed Name and Title)

Custodial Sergeant

date *
Date

Jul 10, 2023



Signed by Jeremy Day on Jul 11, 2023

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-525

MEETING: September 19, 2023

TO: The Board of Supervisors

FROM: Jeremy Briese, Sheriff

RE: Accept Grant Award from the Department of Health Care Services (DHCS) in the Amount of $2,000,000; Authorize the Board of Supervisors Chair to Sign the Grant Agreement; and Approve Budget Action Increasing Revenue and Appropriations in the new fund 3442-220 Budget to Implement the Grant Agreement with DHCS ($2,000,000) (4/5ths Vote Required)

RECOMMENDATION AND JUSTIFICATION

Accept Grant Award from the Department of Health Care Services (DHCS) in the Amount of $2,000,000; Authorize the Board of Supervisors Chair to Sign the Grant Agreement; and Approve Budget Action Increasing Revenue and Appropriations in the new fund 3442-220 Budget to Implement the Grant Agreement with DHCS ($2,000,000) (4/5ths Vote Required).

The Sheriff's Office wishes to accept an award for new Providing Access and Transferring Health (PATH) capacity building funds to support the Justice Involved Reentry Initiative Round 3. The PATH Justice-Involved Reentry Initiative Capacity Building Program will provide funding to support the planning and implementation of the provision of targeted pre-release Medi-Cal services to individuals in state prisons, county jails, and youth correctional facilities who meet the eligibility criteria. PATH funds will be available to support investments in personnel, capacity, and/or IT systems that are needed for collaborative planning and implementation in order to effectuate pre-release service processes. These PATH capacity building funds are available to qualified entities and will be distributed based on meeting certain performance milestones.

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the CalAIM 1115 Demonstration, DHCS received approval to disseminate up to $410 million in capacity building funds to support the planning and implementation of pre-release and reentry services in the 90 days prior to an individual's release into the community.

BACKGROUND AND HISTORY OF BOARD ACTIONS

This is a new grant opportunity for PATH capacity building funds to support the Justice Involved Reentry Initiative Round 3.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

The Board may choose not to approve the application and activities, and the Sheriff's Office will forego

the $2,000,000 in grant funding available to serve justice involved individuals re-entering society.

FINANCIAL IMPACT

There is no financial impact to the Mariposa County General Fund. Budget Action Attached.

ATTACHMENTS

1. **Budget Action Form-PATH ROUND 3**
2. **PATH Agreement**
3. **Path Round 3 Award Letter**
4. **Path 3 Terms and Conditions**

VOTE RESULT

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

BUDGET ACTION FORM

FUND	DEP/DIV	ACCOUNT	DESCRIPTION	PROJECT	INCREASE	DECREASE
3442	220	45063	State Grant Revenue- STATE		(2,000,000)	
3442	220	60421	Equipment		2,000,000	
				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

AUDITOR SIGNATURE DATE

COUNTY ADMINISTRATIVE OFFICER SIGNATURE DATE

APPROVED BY RES NO. CLERK DATE

DEPARTMENT

AUDITOR'S USE ONLY
BA #

Budget Revision Form Revised 08/2020

$ 2,000,000

Application Detail

Application ID	882863
Submitted	May 4, 2023
Status	Approved
Applicant(s)	Danielle Bondshu (dbondshu@mariposacounty.org) Jeremy Day (jday@mariposacounty.org) Steven Dahlem (sdahlem@mariposacounty.org) Miles Menetrey (mmenetrey@mariposacounty.org)
Program and cycle	JI Application Round 3 JI Round 3
Tags	No tags
Forms	PATH JI Round 3 Terms and Conditions (Jeremy Day)

Danielle Bondshu
dbondshu@mariposacounty.org

California Providing Access and Transforming Health (PATH)

Justice-Involved Planning and Capacity Building Program

Acknowledgement of Grant Terms and Conditions

As an express condition of receiving grant funds from the California Department of Health Care Services ("DHCS") under the Justice-Involved Planning and Capacity Building Program,

("Awardee") *
("Awardee")

Mariposa County Adult Detention Facility

whose business address is

Street *
Street

5379 Highway 49 N

City *
City

Mariposa

State *
State

CA

County *
County

Mariposa

and whose Federal Tax Identification number is

TIN *
Federal Tax Identification number

94-6000880

hereby warrants and guarantees that it will comply with all applicable federal, state, and local laws and regulations, as well as with as the following terms and conditions:

I. Use of Funding.

a. CalAIM Pre-Release Services Implementation Plan. Awardee must use grant funds exclusively to implement Medi-Cal pre-release services under the CalAIM Justice-Involved Initiative in accordance with state law and California's approved Medicaid 1115 Reentry Demonstration Waiver. By accepting funding covered by this agreement, Grantee agrees to complete and submit an implementation plan using the approved template, identifying how funding will be used to meet operational readiness requirements for implementing Medi-Cal pre-release services between April 1, 2024, and March 31, 2026. The awardee's initial grant application is attached hereto and incorporated herein by reference as Appendix A.

b. Program Guidance and Conditions. In using the funds to implement Medi-Cal CalAIM pre-release services, Awardee must follow all terms, conditions, and guidelines provided in the most recently updated Justice-Involved Planning and Capacity Building Program guidance, found at www.ca-path.com, and in these Terms and Conditions.

c. Changes and Modifications. Changes and modifications to Appendix A must be provided by the Awardee in writing and are subject to DHCS approval. No change or modification will be valid without the prior written approval of DHCS.

II. Role of Third-Party Administrator. DHCS has designated Public Consulting Group LLC as the third-party administrator ("TPA"), to administer the grant program and to communicate with Awardee with respect to grant administration. Awardees acknowledge that the TPA is acting solely as a third-party administrator on behalf of DHCS and is not liable or responsible for DHCS decisions or actions. Awardee's hereby holds harmless the TPA and its officers, agents, employees, representatives, and/or designees from and against any and all liability, actions, claims, demands, or suits, and all related costs, attorney fees, and expenses arising out of, or relating to the receipt of grant funds.

III. Grant Amount and Method of Payment.	**Report field: grant amount**
a. Grant Amount. The total grant amount awarded to the Awardee must not exceed	$2,000,000.00

Awardee acknowledges that the grant amount has been determined by

DHCS and will not be negotiated with the TPA. Final amount awarded will be determined and communicated to the Grantee, in writing, no later than September 1, 2023.

b. Method of Payment. Except as otherwise stated below, the TPA, on behalf of DHCS, must disburse the first installment of 10% of the awarded grant funds to Awardee via direct deposit into Awardee's provided bank account within forty-five (45) calendar days of receipt of Applicant's signed Acknowledgement, provided Awardee has provided all Awardee information, forms, and documentation required to facilitate payment. The remaining 90% of the awarded grant funds will be disbursed as follows:

i. 60% of the total award amount will be disbursed upon review and approval of the Awardee's implementation plan. The Awardee's implementation plan must be submitted to the TPA for approval no later than 180 days after execution of this agreement. Funds will be disbursed by the TPA to the Awardee within forty-five (45) days of written notification by the TPA that the Awardee's implementation plan is approved.

ii. 15% of the total award amount will be disbursed upon review and approval of the Awardee's interim progress report. The Awardee's interim progress report must be submitted to the TPA for approval. Funds will be disbursed by the TPA to Awardee within forty-five (45) days of written notification by the TPA that the Awardee's interim progress report is approved.

iii. The remaining 15% of the total award amount will be disbursed upon review and approval of the Awardee's final progress report. The Awardee's final progress report must be submitted to the TPA for approval upon completion of all activities detailed in the Awardee's approved implementation plan and successful implementation of all operational readiness criteria for Medi-Cal pre-release services. All activities must be completed, and the final progress report

submitted to the TPA no later than April 1, 2026. Funds will be disbursed by TPA to Awardee within forty-five (45) days of written notification by the TPA that the Awardee's final progress report is approved.

c. Reliance on Provided Information. DHCS and the TPA are entitled to rely on the accuracy and completeness of information provided by Awardee in the disbursement of grant funds.

IV. Reporting Requirements.

a. Implementation plan: Entities are required to submit an implementation plan detailing how they will use the PATH funding to implement the Operational Criteria for Medi-Cal pre-release services and submission of a detailed budget template that documents the amount of the funding requested and how the requested funding will be applied to different permissible uses. The implementation plan is due no later than 180 days (6 months) after the initial 10% of funds are disbursed.

b. Interim report: Entities are required to submit an interim progress report after successfully implementing 50% of their Operational Criteria, detailing how PATH funds were spent to date, and descriptions of how the entity implemented each Operational Criteria.

c. Final report: Entities are required to submit a final progress report detailing how PATH funds were spent and describing the final status of each Operational Criteria.

d. Failure to report. If the entity fails to submit either the interim or final report within thirty (30) calendar days of the report becoming due, DHCS may terminate the grant pursuant to Section VII, below.

V. Additional DHCS Terms and Conditions.

a. Funding received through the Justice-Involved Planning and Capacity Building Program will not duplicate or supplant funds received through other programs or initiatives or by other federal, state, or local funding sources, including but not limited to funds provided by the California Department of Corrections and Rehabilitation ("CDCR") for the purchase of technology for state prisons, county jails, and youth correction facilities.

b. DHCS may, in its reasonable discretion, modify payment dates or amounts and will notify Awardee of any such changes in writing.

c. Awardee may be subject to audit or inquiry with respect to the receipt and use of grant funds at any time. Awardee must respond to inquiries, communications, and reasonable requests for additional information or documentation from DHCS or the TPA within two (2) business days of receipt (as determined by the sent date in the electronic communication) and must provide any requested information within five (5) business days, unless an alternative timeline is approved by DHCS.

d. Awardee must alert DHCS and the TPA within two (2) business days if circumstances prevent it from carrying out any of the activities described in Appendix A. In such cases, Awardee may be required to return unused funds to DHCS.

Awardee's authorized representative for the purposes of communications related to this grant is:

name *
[Name]

Jeremy Day

contact info *
[Contact Info]

P.O. Box 727
Mariposa, CA 95338
(209) 966-3616 x 2360

DHCS and the TPA may rely on the authority of the above-named individual to speak and act on behalf of the Awardee. The Awardee must notify DHCS and the TPA in writing no later than two (2) business days prior to implementing any change to

the above-named authorized representative.

f. Awardee will retain all records and documentation related to the receipt and use of PATH grant funds, including all documentation used to support and detail expenditures,

for no less than ten (10) years beyond the date of final payment and will make such records available for complete inspection by DHCS upon request.

g. DHCS reserves the right to receive, use, and reproduce all reports and data produced, delivered, or generated by or about Awardee and its activities pursuant to this grant and may authorize others to do so without limitation, except as restricted by applicable law.

h. Awardee will not discriminate on the basis of race, color, religion, caste, creed, sex, age, marital status, national origin, mental or physical disability, political belief or affiliation, pregnancy and pregnancy related condition(s), veteran status, sexual orientation, gender identity and expression, genetic information, natural and protective hairstyle, and any other class of individuals protected from discrimination under state or federal law in any aspect in the conduct of any activity funded by DHCS.

VI. Auditing and Recoupment

a. DHCS or the TPA, as appropriate, may perform audits of Justice-Involved funding disbursements. If DHCS or the TPA identifies deficiencies requiring corrective action, Grantee must comply with and timely complete a required Corrective Action Plan and other monitoring processes, as appropriate and as necessary to timely meet requirements and Operational Criteria for the CalAIM pre-release services and other requirements for receipt of PATH Justice-Involved funding.

b. In the event that Awardee does not spend all received funds during the project period, Awardee must submit a final progress report indicating that not all received funds were spent during the project period. DHCS and the TPA will consider three (3) possible scenarios if the Awardee does not spend all funds received for any reason, including:

i. Permit the entity to 'rollover' a limited amount of unspent funding to other permissible uses for up to 12 months following project end date, pending approval from DHCS. The amount of funding that is rolled over and the duration of period for use may be determined by DHCS on a case-by-case basis;

ii. The entity may voluntarily return unused funds to DHCS; or

iii. If the entity is unresponsive to requests from DHCS or the TPA and will not return unused funds to DHCS or respond to the request for funding to be applied to different permissible uses, DHCS will seek an audit and recoupment of unused funds.

c. DHCS will seek to audit entities and recoup funds in instances where DHCS identifies one (1) or more of the following:

i. DHCS or the TPA identify potential, fraud, waste, or abuse;

ii. DHCS or the TPA identify that funding was spent on impermissible uses of funds;

iii. DHCS or the TPA identify that funding received by the entity may be duplicative with other funding sources;

iv. Awardee becomes ineligible to be a provider of pre-release services;

v. Awardee reports using funding on an item or activity that was not documented in their approved grant application without seeking prior approval from DHCS;

vi. Awardee reports significant deviations (as determined by DHCS) in how funding was applied to various approved funding uses relative to what was described in their original budget template; or

vii. Awardee did not spend all the funds received and will not voluntarily return unused funds to DHCS or request for unused funds to be applied to other permissible uses.

VII. Termination. Upon written notice to Awardee, DHCS may terminate the grant award in any of the following circumstances:

a. If Awardee fails to perform any one or more of the requirements set forth in these Terms and Conditions;

b. If any of the information provided by Awardee to DHCS or to the TPA is untruthful, incomplete, or inaccurate;

c. Upon Awardee's debarment or suspension by competent authority, if such debarment or suspension precludes any activity funded by the grant;

d. Upon Awardee's indictment in any criminal proceeding;

e. If Awardee is reasonably suspected of fraud, forgery, embezzlement, theft, or any other misuse of public funds;

f. If DHCS does not receive or maintain sufficient funds to administer the program

g. If any restriction, limitation, or condition is enacted by Congress or by any other governing body or agency that impedes the funding or administration of the grant; or,

h. For any other purpose deemed necessary or advisable by DHCS.

In the case of early termination, Awardee may be subject to audit, recoupment by DHCS of unused or misused funds, and/or preclusion from receiving additional funding, dependent upon the circumstances of the termination.

IN WITNESS THEREOF, AWARDEE has executed this Acknowledgment as of the date set forth below.

AWARDEE

PATH JI R3 terms and conditions final name *
(Name)

Jeremy Day

PATH JI R3 terms and conditions title *
(Title)

Custodial Sergeant

PATH JI R3 terms and conditions date *
Date

Aug 20, 1985

Miles Menetrey, Chair
Mariposa County Board of Supervisors

PATH JI R3 terms and conditions attachments
Appendix A

No file uploaded

APPROVED AS TO FORM:

STEVEN W. DAHLEM
COUNTY COUNSEL

Danielle Bondshu

From: Danielle Bondshu
Sent: Friday, September 8, 2023 8:57 AM
To: PATH TPA | Justice Involved; Jeremy Day
Subject: RE: Path Round 2 and Round 3

Good Morning,

Have all three grants been signed? I know the two Mr. Day signed, but what about the one Kristina Keheley submitted?

Can you send me all three grant agreements? I have only seen one. The issue we are having is under County Policy, the only individual allowed to encumber the County and accept grant funds is the Board Chair, and we also need our County Counsel to approve as to legal form. Mr. Day did not have the authority to sign the agreements.

For future, on all three Mariposa County PATHJI correspondence and signatures, please add the below individuals.

Miles Menetrey, Chair – mmenetrey@mariposacounty.org
Steven W. Dahlem, County Counsel – sdahlem@mariposacounty.org
Danielle Bondshu, Clerk of the Board, as a CC only when the contract is complete.

If you can send me the agreements, we will work on something on our end.

Sincerely,

Danielle Bondshu
Clerk of the Board
Mariposa County

209-966-3222 ext. 2
5100 Bullion Street
Mariposa, CA 95338

From: PATH TPA | Justice Involved <justice-involved@ca-path.com>
Sent: Friday, September 8, 2023 7:11 AM
To: Jeremy Day <jday@mariposacounty.org>
Cc: Danielle Bondshu <dbondshu@mariposacounty.org>
Subject: RE: Path Round 2 and Round 3

You don't often get email from justice-involved@ca-path.com. Learn why this is important

Hello Danielle and Jeremy,

We have received your email and help desk inquiries regarding the signing of the PATH JI award documents for Mariposa County. Because the documents and payments have already been processed for Mariposa County, the only thing we can do at this point is add the other authorized signer(s) to the GrantsConnect accounts for any future communications and signatures. As far as updating signatures on your end, this may be something you have to update internally. If you would like us to add authorized signers, please send their names and email addresses to this email and I can get them added.

Please let us know if you have any questions.

Thank you,

PATH Justice Involved TPA Team

-----Original message-----
From: Jeremy Day <jday@mariposacounty.org>
Sent: Thursday, September 7 2023, 5:53 pm
To: PATH TPA | Justice Involved <justice-involved@ca-path.com>
Subject: Path Round 2 and Round 3

I need to update the name on the terms and conditions and have them resigned by our Sheriff as our Board of Supervisors would like to see our Sheriffs name on the agreement.

Is this possible?

Jeremy Day

Custodial Sergeant

Mariposa County Adult Detention Facility
5379 Hwy 49 N
P.O. Box 727
Mariposa, CA 95338
Office: (209) 966-3615 x2360

Cell: (209) 347-9629

CONFIDENTIALITY NOTICE: The contents of this email message and any attachments are intended solely for the addressee(s) and may contain confidential and/or privileged information and may be legally protected from disclosure. If you are not the intended recipient of this message or their agent, or if this message has been addressed to you in error, please immediately alert the sender by reply email and then delete this message and any attachments. If you are not the intended recipient, you are hereby notified that any use, dissemination, copying, or storage of this message or its attachments is strictly prohibited.

From: Public Consulting Group CA <noreply@yourcause.com>
Sent: Friday, July 7, 2023 5:42:12 AM
To: Jeremy Day <jday@mariposacounty.org>
Subject: Your Application Approved and Awarded - ID: 882863

CalPATH

Application Approved and Awarded

7/7/2023

Jeremy Day

P.O. Box 727 Mariposa, CA 95338

RE: PATH Justice-Involved Initiative

Dear Jeremy Day,

We are pleased to inform you that the Department of Health Care Services (DHCS) has approved a provisional award amount of $2,000,000.00 USD for your recent PATH Justice-Involved grant request. The finalization of your funding allocation depends on the funding requested in your implementation plan, which is due no more than 180 days after initial funding is received, or by March 31, 2024, whichever comes first. Please note that this is an estimate and subject to change upon final application approval.

Enclosed you will find forms to sign your terms and conditions, collect relevant banking information and the Implementation Plan instructions.

Terms and Conditions Document

The included grant agreement formalizes the terms and conditions of accepting the JI grant. This Terms and Conditions Document explains the responsibilities and expectations of both parties of the grant. Please complete the Terms and Conditions Document within thirty (30) business days of receipt. Please keep a copy for your records.

Establish your Financial Institution

In order to receive grant disbursements from the JI initiative under PATH, you must submit your organization's tax and financial institution information to the TPA. Please navigate to the website listed below to start this process and verify your information. Your banking information must be submitted within thirty (30) business days.

Implementation Plan Template

As the Grant Terms and Conditions indicate, DHCS requests an Implementation Plan, one progress report and a final report when your project is completed. Your “Implementation Plan” form will be available in your GrantsConnect portal upon funding disbursement. A template Implementation Plan can be found on the CA PATH website that should be used as a guide to submit your Implementation Plan. Further details on progress reporting will be released by the TPA prior to the first progress report. If you have any questions, please contact justice-involved@ca-path.com.

Sincerely,

The Justice-Involved TPA Team

Go to GrantsConnect

Application Detail

Application ID	882863
Submitted	May 4, 2023
Status	Approved
Applicant(s)	Jeremy Day (jday@mariposacounty.org)
Program and cycle	JI Application Round 3 JI Round 3
Tags	No tags
Forms	PATH JI Round 3 Terms and Conditions

Award and Payment Detail

Cash Award

Total Amount
$2,000,000.00

Payments
1

Payment	Payment ID	Payment number	Status
$2,000,000.00 Payment date Jul 7, 2023	373405		Pending Jul 7, 2023

California Providing Access and Transforming Health (PATH)

Justice-Involved Planning and Capacity Building Program

Acknowledgement of Grant Terms and Conditions

As an express condition of receiving grant funds from the California Department of Health Care Services ("DHCS") under the Justice-Involved Planning and Capacity Building Program,

("Awardee") *
("Awardee")

Mariposa County Adult Detention Facility

whose business address is

Street *
Street

5379 Highway 49 N

City *
City

Mariposa

State *
State

CA

County *
County

Mariposa

and whose Federal Tax Identification number is

TIN *
Federal Tax Identification number

94-6000880

hereby warrants and guarantees that it will comply with all applicable federal, state, and local laws and regulations, as well as with as the following terms and conditions:

I. Use of Funding.

a. CalAIM Pre-Release Services Implementation Plan. Awardee must use grant funds exclusively to implement Medi-Cal pre-release services under the CalAIM Justice-Involved Initiative in accordance with state law and California's approved Medicaid 1115 Reentry Demonstration Waiver. By accepting funding covered by this agreement, Grantee agrees to complete and submit an implementation plan using the approved template, identifying how funding will be used to meet operational readiness requirements for implementing Medi-Cal pre-release services between April 1, 2024, and March 31, 2026. The awardee's initial grant application is attached hereto and incorporated herein by reference as Appendix A.

b. Program Guidance and Conditions. In using the funds to implement Medi-Cal CalAIM pre-release services, Awardee must follow all terms, conditions, and guidelines provided in the most recently updated Justice-Involved Planning and Capacity Building Program guidance, found at www.ca-path.com, and in these Terms and Conditions.

c. Changes and Modifications. Changes and modifications to Appendix A must be provided by the Awardee in writing and are subject to DHCS approval. No change or modification will be valid without the prior written approval of DHCS.

II. Role of Third-Party Administrator. DHCS has designated Public Consulting Group LLC as the third-party administrator ("TPA"), to administer the grant program and to communicate with Awardee with respect to grant administration. Awardees acknowledge that the TPA is acting solely as a third-party administrator on behalf of DHCS and is not liable or responsible for DHCS decisions or actions. Awardee's hereby holds harmless the TPA and its officers, agents, employees, representatives, and/or designees from and against any and all liability, actions, claims, demands, or suits, and all related costs, attorney fees, and expenses arising out of, or relating to the receipt of grant funds.

III. Grant Amount and Method of Payment.	**Report field: grant amount**
a. Grant Amount. The total grant amount awarded to the Awardee must not exceed	$2,000,000.00

Awardee acknowledges that the grant amount has been determined by

DHCS and will not be negotiated with the TPA. Final amount awarded will be determined and communicated to the Grantee, in writing, no later than September 1, 2023.

b. Method of Payment. Except as otherwise stated below, the TPA, on behalf of DHCS, must disburse the first installment of 10% of the awarded grant funds to Awardee via direct deposit into Awardee's provided bank account within forty-five (45) calendar days of receipt of Applicant's signed Acknowledgement, provided Awardee has provided all Awardee information, forms, and documentation required to facilitate payment. The remaining 90% of the awarded grant funds will be disbursed as follows:

i. 60% of the total award amount will be disbursed upon review and approval of the Awardee's implementation plan. The Awardee's implementation plan must be submitted to the TPA for approval no later than 180 days after execution of this agreement. Funds will be disbursed by the TPA to the Awardee within forty-five (45) days of written notification by the TPA that the Awardee's implementation plan is approved.

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iii. The remaining 15% of the total award amount will be disbursed upon review and approval of the Awardee's final progress report. The Awardee's final progress report must be submitted to the TPA for approval upon completion of all activities detailed in the Awardee's approved implementation plan and successful implementation of all operational readiness criteria for Medi-Cal pre-release services. All activities must be completed, and the final progress report

submitted to the TPA no later than April 1, 2026. Funds will be disbursed by TPA to Awardee within forty-five (45) days of written notification by the TPA that the Awardee's final progress report is approved.

c. Reliance on Provided Information. DHCS and the TPA are entitled to rely on the accuracy and completeness of information provided by Awardee in the disbursement of grant funds.

IV. Reporting Requirements.

a. Implementation plan: Entities are required to submit an implementation plan detailing how they will use the PATH funding to implement the Operational Criteria for Medi-Cal pre-release services and submission of a detailed budget template that documents the amount of the funding requested and how the requested funding will be applied to different permissible uses. The implementation plan is due no later than 180 days (6 months) after the initial 10% of funds are disbursed.

b. Interim report: Entities are required to submit an interim progress report after successfully implementing 50% of their Operational Criteria, detailing how PATH funds were spent to date, and descriptions of how the entity implemented each Operational Criteria.

c. Final report: Entities are required to submit a final progress report detailing how PATH funds were spent and describing the final status of each Operational Criteria.

d. Failure to report. If the entity fails to submit either the interim or final report within thirty (30) calendar days of the report becoming due, DHCS may terminate the grant pursuant to Section VII, below.

V. Additional DHCS Terms and Conditions.

a. Funding received through the Justice-Involved Planning and Capacity Building Program will not duplicate or supplant funds received through other programs or initiatives or by other federal, state, or local funding sources, including but not limited to funds provided by the California Department of Corrections and Rehabilitation ("CDCR") for the purchase of technology for state prisons, county jails, and youth correction facilities.

b. DHCS may, in its reasonable discretion, modify payment dates or amounts and will notify Awardee of any such changes in writing.

c. Awardee may be subject to audit or inquiry with respect to the receipt and use of grant funds at any time. Awardee must respond to inquiries, communications, and reasonable requests for additional information or documentation from DHCS or the TPA within two (2) business days of receipt (as determined by the sent date in the electronic communication) and must provide any requested information within five (5) business days, unless an alternative timeline is approved by DHCS.

d. Awardee must alert DHCS and the TPA within two (2) business days if circumstances prevent it from carrying out any of the activities described in Appendix A. In such cases, Awardee may be required to return unused funds to DHCS.

Awardee's authorized representative for the purposes of communications related to this grant is:

name *
[Name]

Jeremy Day

contact info *
[Contact Info]

P.O. Box 727
Mariposa, CA 95338
(209) 966-3616 x 2360

DHCS and the TPA may rely on the authority of the above-named individual to speak and act on behalf of the Awardee. The Awardee must notify DHCS and the TPA in writing no later than two (2) business days prior to implementing any change to

the above-named authorized representative.

f. Awardee will retain all records and documentation related to the receipt and use of PATH grant funds, including all documentation used to support and detail expenditures,

for no less than ten (10) years beyond the date of final payment and will make such records available for complete inspection by DHCS upon request.

g. DHCS reserves the right to receive, use, and reproduce all reports and data produced, delivered, or generated by or about Awardee and its activities pursuant to this grant and may authorize others to do so without limitation, except as restricted by applicable law.

h. Awardee will not discriminate on the basis of race, color, religion, caste, creed, sex, age, marital status, national origin, mental or physical disability, political belief or affiliation, pregnancy and pregnancy related condition(s), veteran status, sexual orientation, gender identity and expression, genetic information, natural and protective hairstyle, and any other class of individuals protected from discrimination under state or federal law in any aspect in the conduct of any activity funded by DHCS.

VI. Auditing and Recoupment

a. DHCS or the TPA, as appropriate, may perform audits of Justice-Involved funding disbursements. If DHCS or the TPA identifies deficiencies requiring corrective action, Grantee must comply with and timely complete a required Corrective Action Plan and other monitoring processes, as appropriate and as necessary to timely meet requirements and Operational Criteria for the CalAIM pre-release services and other requirements for receipt of PATH Justice-Involved funding.

b. In the event that Awardee does not spend all received funds during the project period, Awardee must submit a final progress report indicating that not all received funds were spent during the project period. DHCS and the TPA will consider three (3) possible scenarios if the Awardee does not spend all funds received for any reason, including:

i. Permit the entity to ‘rollover’ a limited amount of unspent funding to other permissible uses for up to 12 months following project end date, pending approval from DHCS. The amount of funding that is rolled over and the duration of period for use may be determined by DHCS on a case-by-case basis;

ii. The entity may voluntarily return unused funds to DHCS; or

iii. If the entity is unresponsive to requests from DHCS or the TPA and will not return unused funds to DHCS or respond to the request for funding to be applied to different permissible uses, DHCS will seek an audit and recoupment of unused funds.

c. DHCS will seek to audit entities and recoup funds in instances where DHCS identifies one (1) or more of the following:

i. DHCS or the TPA identify potential, fraud, waste, or abuse;

ii. DHCS or the TPA identify that funding was spent on impermissible uses of funds;

iii. DHCS or the TPA identify that funding received by the entity may be duplicative with other funding sources;

iv. Awardee becomes ineligible to be a provider of pre-release services;

v. Awardee reports using funding on an item or activity that was not documented in their approved grant application without seeking prior approval from DHCS;

vi. Awardee reports significant deviations (as determined by DHCS) in how funding was applied to various approved funding uses relative to what was described in their original budget template; or

vii. Awardee did not spend all the funds received and will not voluntarily return unused funds to DHCS or request for unused funds to be applied to other permissible uses.

VII. Termination. Upon written notice to Awardee, DHCS may terminate the grant award in any of the following circumstances:

a. If Awardee fails to perform any one or more of the requirements set forth in these Terms and Conditions;

b. If any of the information provided by Awardee to DHCS or to the TPA is untruthful, incomplete, or inaccurate;

c. Upon Awardee's debarment or suspension by competent authority, if such debarment or suspension precludes any activity funded by the grant;

d. Upon Awardee's indictment in any criminal proceeding;

e. If Awardee is reasonably suspected of fraud, forgery, embezzlement, theft, or any other misuse of public funds;

f. If DHCS does not receive or maintain sufficient funds to administer the program

g. If any restriction, limitation, or condition is enacted by Congress or by any other governing body or agency that impedes the funding or administration of the grant; or,

h. For any other purpose deemed necessary or advisable by DHCS.

In the case of early termination, Awardee may be subject to audit, recoupment by DHCS of unused or misused funds, and/or preclusion from receiving additional funding, dependent upon the circumstances of the termination.

IN WITNESS THEREOF, AWARDEE has executed this Acknowledgment as of the date set forth below.

AWARDEE

PATH JI R3 terms and conditions final name *
(Name)

Jeremy Day

PATH JI R3 terms and conditions title *
(Title)

Custodial Sergeant

PATH JI R3 terms and conditions date *
Date

Aug 20, 1985

PATH JI R3 terms and conditions attachments
Appendix A

No file uploaded

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-526

MEETING: September 19, 2023

TO: The Board of Supervisors

FROM: Jeremy Briese, Sheriff

RE: Approve an Agreement with Tyler Technologies in the Amount of $638,081 for Jail Management Software; and Authorize the Board of Supervisors Chair to Sign the Agreement

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RECOMMENDATION AND JUSTIFICATION

Approve an Agreement with Tyler Technologies in the Amount of $638,081 for Jail Management Software; and Authorize the Board of Supervisors Chair to Sign the Agreement.

The current jail management system is antiquated and not properly equipped to facilitate data management as required by BSCC and California State Department of Health Care Services. New mandates imposed by the state require pre-release Medi-Cal screening and enrollment, which the current system is not able to account for. Tyler Technologies has been selected due to its modern, user-friendly nature as well as the existing Tyler Tech footprint within other Mariposa County criminal justice agencies such as the Superior Court and Probation Department. The ability to electronically interface with these organizations will create efficiency in achieving compliance with DHCS mandates and better criminal justice related data management for Mariposa County.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The board has approved new software programs in the past.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

The Sheriff's Office Adult Detention Facility will remain behind the curve with technology and tracking,monitoring, and collaborating with outside agencies regarding Justice Involved individuals.

FINANCIAL IMPACT

The first year will be covered by Grant Funds, the following years will be requested in the budget process. Budget Action was completed on prior board item.

ATTACHMENTS

1. Tyler Technologies Inc 23-28

VOTE RESULT

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

SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client selected Tyler to provide certain products and services set forth in the Investment Summary, including providing Client with access to Tyler's proprietary software products, and Tyler desires to provide such products and services under the terms of this Agreement;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

SECTION A – DEFINITIONS

- **"Agreement"** means this Software as a Services Agreement.
- **"Business Travel Policy"** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **"Client**" means Mariposa County, CA.
- **"Data"** means your data necessary to utilize the Tyler Software.
- **"Data Storage Capacity"** means the contracted amount of storage capacity for your Data identified in the Investment Summary.
- **"Defect"** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent, based on a condition within our reasonable control. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **"Developer"** means a third party who owns the intellectual property rights to Third Party Software.
- **"Documentation"** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **"Effective Date"** means the last signature date set forth in the signature block.
- **"Force Majeure"** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **"Investment Summary"** means the agreed upon cost proposal for the products and services attached as Exhibit A.
- **"Invoicing and Payment Policy"** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **"Order Form"** means an ordering document that includes a quote or investment summary and specifying the items to be provided by Tyler to the Client, including any addenda and supplements thereto.
- **"SaaS Fees"** means the fees for the SaaS Services identified in the Investment Summary.
- **"SaaS Services"** means software as a service consisting of system administration, system management, and system monitoring activities that Tyler performs for the Tyler Software, and includes the right to access and use the Tyler Software, receive maintenance and support on the Tyler Software, including Downtime resolution under the terms of the SLA, and Data storage and archiving. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training,

consulting or other professional services.

- **"SLA"** means the service level agreement. A copy of our current SLA is attached hereto as Exhibit C.
- **"Statement of Work"** means the industry standard implementation plan describing how our professional services will be provided to implement the Tyler Software, and outlining your and our roles and responsibilities in connection with that implementation. The Statement of Work is attached as Exhibit D.
- **"Support Call Process"** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.
- **"Third Party Hardware"** means the third party hardware, if any, identified in the Investment Summary.
- **"Third Party Products"** means the Third Party Software and Third Party Hardware.
- **"Third Party SaaS Services"** means software as a service provided by a third party, if any, identified in the Investment Summary.
- **"Third Party Software"** means the third party software, if any, identified in the Investment Summary and not embedded in the Tyler Software.
- **"Third Party Terms"** means, if any, the end user license agreement(s) or similar terms, as applicable.
- **"Tyler"** means Tyler Technologies, Inc., a Delaware corporation.
- **"Tyler Software"** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement. The Tyler Software also includes embedded third-party software that we are licensed to embed in our proprietary software and sub-license to you.
- **"we", "us", "our"** and similar terms mean Tyler.
- **"you"** and similar terms mean Client.

SECTION B – SAAS SERVICES

1. Rights Granted. We grant to you the non-exclusive, non-assignable limited right to use the SaaS Services solely for your internal business purposes. The Tyler Software will be made available to you according to the terms of the SLA. You acknowledge that we have no delivery obligations and we will not ship copies of the Tyler Software as part of the SaaS Services. You may use the SaaS Services to access updates and enhancements to the Tyler Software, as further described in Section C(9).

2. SaaS Fees. You agree to pay us the SaaS Fees. Those amounts are payable in accordance with our Invoicing and Payment Policy. The SaaS Fees are based on the amount of Data Storage Capacity. You may add additional data storage capacity on the terms set forth in Section H(1). In the event you regularly and/or meaningfully exceed the Data Storage Capacity, we reserve the right to charge you additional fees commensurate with the overage(s).

3. Ownership.

   3.1 We retain all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by us under this Agreement. You do not acquire under this Agreement any license to use the Tyler Software in excess of the scope and/or duration of the SaaS Services.

   3.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.

   3.3 You retain all ownership and intellectual property rights to the Data. You expressly recognize that except to the extent necessary to carry out our obligations contained in this Agreement, we do not create or endorse any Data used in connection with the SaaS Services.

4. Restrictions. You may not: (a) make the Tyler Software or Documentation resulting from the SaaS Services

available in any manner to any third party for use in the third party's business operations; (b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services; (c) access or use the SaaS Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other than as expressly permitted by this Agreement.

5. Software Warranty. We warrant that the Tyler Software will perform without Defects during the term of this Agreement. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with the maintenance and support process set forth in Section C(9), below, the SLA and our then current Support Call Process or to provide you with a functional equivalent. For the avoidance of doubt, to the extent any third-party software is embedded in the Tyler Software, your limited warranty rights are limited to our Defect resolution obligations set forth above; you do not have separate rights against the developer of the embedded third-party software.

6. SaaS Services.

   6.1 Our SaaS Services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 21. We have attained, and will maintain, SOC 1 and SOC 2 compliance, or its equivalent, for so long as you are timely paying for SaaS Services. The scope of audit coverage varies for some Tyler Software solutions. Upon execution of a mutually agreeable Non-Disclosure Agreement ("NDA"), we will provide you with a summary of our compliance report(s) or its equivalent. Every year thereafter, for so long as the NDA is in effect and in which you make a written request, we will provide that same information. If our SaaS Services are provided using a third-party data center, we will provide available compliance reports for that data center.

   6.2 You will be hosted on shared hardware in a Tyler data center or in a third-party data center. In either event, databases containing your Data will be dedicated to you and inaccessible to our other customers.

   6.3 Our Tyler data centers have fully-redundant telecommunications access, electrical power, and the required hardware to provide access to the Tyler Software in the event of a disaster or component failure. In the event of a disruption of SaaS Services from the data center hosting your data, we reserve the right to employ our disaster recovery plan for resumption of the SaaS Services. In that event, we commit to a Recovery Point Objective ("RPO") of 24 hours and a Recovery Time Objective ("RTO") of 24 hours. RPO represents the maximum duration of time between the most recent recoverable copy of your hosted Data and subsequent unavailability of SaaS Services from the data center hosting your data. RTO represents the maximum duration of time following disruption of the SaaS Services within which your access to the Tyler Software must be restored.

   6.4 We conduct annual penetration testing of either the production network and/or web application to be performed. We will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. We will provide you with a written or electronic record of the actions taken by us in the event that any unauthorized access to your database(s) is detected as a result of our security protocols. You may not attempt to bypass or subvert security restrictions in the SaaS Services or environments related to the Tyler Software. Unauthorized attempts to access files, passwords or other confidential information, and unauthorized vulnerability and penetration test scanning of our network and systems (hosted or otherwise) is prohibited without the prior written approval of our IT Security Officer.

6.5 We test our disaster recovery plan on an annual basis and mitigate any findings in accordance with industry standards.

6.6 We will be responsible for importing back-up and verifying that you can log-in. You will be responsible for running reports and testing critical processes to verify the returned Data.

6.7 We provide secure Data transmission paths between each of your workstations and our servers.

6.8 Tyler data centers are accessible only by authorized personnel with a unique key entry. All other visitors to Tyler data centers must be signed in and accompanied by authorized personnel. Entry attempts to the data center are regularly audited by internal staff and external auditors to ensure no unauthorized access.

SECTION C – OTHER PROFESSIONAL SERVICES

1. Other Professional Services. We will provide you the various implementation-related services itemized in the Investment Summary and described in the Statement of Work.

2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.

3. Additional Services. The Investment Summary contains, and the Statement of Work describes, the scope of services and related costs (including programming and/or interface estimates) required for the project based on the documented scope of the project as of the Effective Date. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.

4. Cancellation. If travel is required, we will make all reasonable efforts to schedule travel for our personnel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you repeatedly cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments.

5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.

6. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us. You agree that it is your responsibility to ensure that you satisfy the then-current system requirements, if any, minimally required to run the Tyler Software.

7. Client Assistance. You acknowledge that the implementation of the Tyler Software, and the ability to meet project deadlines and other milestones, is a cooperative effort requiring the time and resources of your personnel, as well as ours. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement.

8. Background Checks. For at least the past twelve (12) years, all of our employees have undergone criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies.

9. Maintenance and Support. For so long as you timely pay your SaaS Fees according to the Invoicing and Payment Policy, then in addition to the terms set forth in the SLA and the Support Call Process, we will:

   9.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (subject to any applicable release life cycle policy);

   9.2 provide support during our established support hours;

   9.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;

   9.4 make available to you all releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and

   9.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with any applicable release life cycle policy.

We will use all reasonable efforts to perform support services remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain your VPN for backup connectivity purposes.

For the avoidance of doubt, SaaS Fees do not include the following services: (a) onsite support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (b) application design; (c) other consulting services; or (d) support outside our normal business hours as listed in our then-current Support Call Process. Requested services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) week's advance notice.

10. Legislative Change Support. For county customers, we make available legislative change support as follows:

   10.1 We will provide you with refinements, enhancements, or other modifications to the Tyler Software as necessary to comply with enacted statewide legislation or administrative regulation applicable to all our clients in your state pertaining to: (a) existing reports, exports, or data exchanges; (b) new reports; (c) new data entry fields for state reporting; (d) new fee calculations; (e) new disposition templates; (f) new sentence templates; or (g) new citation templates.

10.2 We will use commercially reasonable efforts to implement such changes within the time frames set in the applicable legislation or regulation, but in any event within the next version release of the Tyler Software.

10.3 For county customers, our responsibility for legislative change support in each annual term is limited to the number of hours of analysis, post-release data migration, and testing services, at our then-current hourly rates, equal to 20% of the total annual maintenance and support fees or 8% of the total annual SaaS fees paid by all customers within your state during that term.

10.4 You are responsible for any fees in excess of the applicable limits under Section 10.3 above, as well as the cost of any other services required to implement such changes, including, without limitation, training, configuration, project management, or data conversion from external sources. Prior to performing any services under this Section that would result in fees to you, we will provide you with a change order or addendum.

10.5 Business process changes, including usage of optional or new features and data fields, may be required to meet the needs of legislative changes. Tyler will document intended utilization of such new features or new fields, but it is the client's responsibility to enact process changes for compliance with new requirements.

10.6 Our legislative change support obligations do not apply to services required to support new duties or responsibilities that expand upon the scope of your internal business purposes disclosed to us as of the Effective Date.

SECTION D – THIRD PARTY PRODUCTS

To the extent there are any Third Party Products identified in the Investment Summary, the Third Party Terms will apply. You acknowledge that we may have embedded third-party functionality in the Tyler Software that is not separately identified in the Investment Summary. If that third-party functionality is not separately identified in the Investment Summary, the limited warranty applicable to the Tyler Software applies, and we further warrant that the appropriate Developer has granted us the necessary license to (i) embed the unidentified third-party functionality in the Tyler Software; and (ii) sub-license it to you through our license grant to the Tyler Software. You may receive maintenance and support on such embedded third-party software under the Maintenance and Support Agreement.

SECTION E – INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you the SaaS Fees and fees for other professional services in the Investment Summary per our Invoicing and Payment Policy, subject to Section E(2).

2. Invoice Disputes. If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all SaaS Services, including maintenance and support services, if you fail to pay an invoice not disputed as described

above within fifteen (15) days of notice of our intent to do so.

SECTION F – TERM AND TERMINATION

1. Term. The initial term of this Agreement is five (5) years from the first day of the first month following the Effective Date, unless earlier terminated as set forth below. Upon expiration of the initial term, this Agreement will renew automatically for additional one (1) year renewal terms at our then-current SaaS Fees unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term. Your right to access or use the Tyler Software and the SaaS Services will terminate at the end of this Agreement.

2. Termination. This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section E(2).

   2.1 Failure to Pay SaaS Fees. You acknowledge that continued access to the SaaS Services is contingent upon your timely payment of SaaS Fees. If you fail to timely pay the SaaS Fees, we may discontinue the SaaS Services and deny your access to the Tyler Software. We may also terminate this Agreement if you don't cure such failure to pay within forty-five (45) days of receiving written notice of our intent to terminate.

   2.2 For Cause. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section H(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section H(3).

   2.3 Force Majeure. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of forty-five (45) days or more.

   2.4 Lack of Appropriations. If you should not appropriate or otherwise make available funds sufficient to utilize the SaaS Services, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid, but unused SaaS Fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.

SECTION G – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.

   1.1 We will defend you against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

   1.2 Our obligations under this Section G(1) will not apply to the extent the claim or adverse final judgment is based on your use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties, or your willful infringement.

   1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler

Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.

1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent. We will pursue those options in the order listed herein. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. General Indemnification.

2.1 We will defend, indemnify, and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; or (b) our violation of a law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

2.2 To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for personal injury or property damage to the extent caused by your negligence or willful misconduct; or (b) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.

3. DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CLIENT UNDERSTANDS AND AGREES THAT TYLER DISCLAIMS ANY LIABILITY FOR ERRORS THAT RELATE TO USER ERROR.

4. LIMITATION OF LIABILITY. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) DURING THE INITIAL TERM, AS SET FORTH IN SECTION F(1), TOTAL FEES PAID AS OF THE TIME OF THE CLAIM; OR (B) DURING ANY RENEWAL TERM, THE THEN-CURRENT ANNUAL SAAS FEES PAYABLE IN THAT RENEWAL TERM. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS G(1) AND G(2).

5. EXCLUSION OF CERTAIN DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO

EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6. Insurance. During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least $1,000,000; (b) Automobile Liability of at least $1,000,000; (c) Professional Liability of at least $1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least $5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

SECTION H – GENERAL TERMS AND CONDITIONS

1. Additional Products and Services. You may purchase additional Tyler products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date by executing a mutually agreed addendum or Tyler purchase order. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional Tyler products and services at our then-current list price, also by executing a mutually agreed addendum or Tyler purchase order. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum or Tyler purchase order.

2. Optional Items. Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.

3. Dispute Resolution. You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, then the parties shall participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.

4. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.

5. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.

6. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship

and Immigration Services Verification Division for all of our employees assigned to your project.

7. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.

8. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.

9. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.

10. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.

11. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.

12. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.

13. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.

14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.

15. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.

16. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and

promotional materials.

17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. To the extent Client engages independent contractors to fulfill its obligations under this Agreement, Client shall enter into a written agreement with said independent contractors that contains confidentiality covenants at least as restrictive as the confidentiality covenants contained herein. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:

    (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents; or
    (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure; or
    (c) a party receives from a third party who has a right to disclose it to the receiving party; or
    (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement, or a subpoena; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.

18. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.

19. Governing Law. This Agreement will be governed by and construed in accordance with the laws of your state of domicile, without regard to its rules on conflicts of law.

20. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.

21. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.

22. Data & Insights Solution Terms. Your use of certain Tyler solutions includes Tyler's Data & Insights data platform. Your rights, and the rights of any of your end users, to use Tyler's Data & Insights data platform is subject to the Data & Insights SaaS Services Terms of Service, available at https://www.tylertech.com/terms/data-insights-saas-services-terms-of-service. By signing a Tyler Agreement or Order Form, or accessing, installing, or using any of the Tyler solutions listed at the linked terms, you certify that you have reviewed, understand, and agree to said terms.

23. Twilio Acceptable Use Policy and Terms of Service. Your use of the Tyler Software may include functionality provided by a Third Party Developer, Twilio. Your rights, and the rights of any of your end users, to use said functionality are subject to the terms of the Twilio Acceptable Use Policy, available at http://www.twilio.com/legal/aup, and to applicable provisions found in the current Twilio Terms of Service, available at https://www.twilio.com/legal/tos. By signing a Tyler Agreement or accessing, installing, or using any such Tyler solution, you certify that you have reviewed, understand and agree to said terms. Tyler hereby disclaims any and all liability related to your or your end user's failure to abide by the terms of the Twilio Acceptable Use Policy or Terms of Service. Any liability for failure to abide by said terms shall rest solely with the person or entity whose conduct violated said terms.

24. Contract Documents. This Agreement includes the following exhibits:

Exhibit A	Investment Summary
Exhibit B	Invoicing and Payment Policy
	Schedule 1: Business Travel Policy
Exhibit C	Service Level Agreement
	Schedule 1: Support Call Process
Exhibit D	Statement of Work

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.

By:_____

Name:_____

Title:_____

Date:_____

Address for Notices:
Tyler Technologies, Inc.
One Tyler Drive
Yarmouth, ME 04096
Attention: Chief Legal Officer

With a copy to:
Tyler Technologies, Inc.
5101 Tennyson Parkway
Plano, TX 75024
Attention: Legal Department

Mariposa County Board of Supervisor, CA

By:_____

Name: Miles Menetrey

Title: Board, Chair

Date:_____

Address for Notices:
Mariposa County Sheriff
5099 Old Highway North
Mariposa, CA 95338
Attention: _____

Exhibit A
Investment Summary

The following Investment Summary details the software and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

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INVESTMENT SUMMARY

Tyler Software	$ 0
Services	$ 240,770
Third-Party Products	$ 0
Travel	$ 35,122
Total One-Time Cost	$ 275,892
Annual Recurring Fees/SaaS	$ 68,227
Tyler Software Maintenance	$ 0

2023-402951-J7B6M2

Page 1

SaaS Fees by Contract Year, 3% YoY Escalation

Year 1: $68,227
Year 2: $70,265
Year 3: $72,373
Year 4: $74,544
Year 5: $76,780

Quoted By: Hal Rathvon
Quote Expiration: 10/29/23
Quote Name: Jail Management System 5 Year SaaS Draft Quote

Sales Quotation For:
Mariposa County Sheriff
5099 Old Highway North
Mariposa CA 95338
Phone: 2099663615

Annual / SaaS

Description	Fee	Discount	Annual
Justice			
Enterprise Corrections			
Enterprise Jail Manager	$ 54,001	$ 0	$ 54,001
Mugshots	$ 2,255	$ 0	$ 2,255
Enterprise Corrections eSignatures	$ 2,017	$ 0	$ 2,017
Enterprise Corrections Integration Toolkit	$ 1,849	$ 0	$ 1,849
LiveScan	$ 2,050	$ 0	$ 2,050
VINES Interface	$ 1,025	$ 0	$ 1,025
Data Export	$ 1,230	$ 0	$ 1,230
Corrections Mobile - No Hardware	$ 3,800	$ 0	$ 3,800
TOTAL			**$ 68,227**

Services
2023-402951-J7B6M2

Description	Quantity	Unit Price	Discount	Total	Maintenance
Justice					
Enterprise Justice Project Management	397	$ 195	$ 0	$ 77,415	$ 0
Enterprise Justice Setup, Configuration & Consulting	471	$ 185	$ 0	$ 87,135	$ 0
Enterprise Justice Training	112	$ 185	$ 0	$ 20,720	$ 0
Enterprise Justice Data Conversion	140	$ 185	$ 0	$ 25,900	$ 0
Enterprise Justice Go-Live Assistance	100	$ 185	$ 0	$ 18,500	$ 0
Enterprise Justice Current & Future State Anlaysis	44	$ 185	$ 0	$ 8,140	$ 0
Enterprise Justice Follow-Up Training	16	$ 185	$ 0	$ 2,960	$ 0
TOTAL		**$ 240,770**		**$ 240,770**	**$ 0**

Summary	**One Time Fees**	**Recurring Fees**
Total Tyler Software	$ 0	$ 0
Total Annual	$ 0	$ 68,227
Total Tyler Services	$ 240,770	$ 0
Total Third-Party Hardware, Software, Services	$ 0	$ 0
Estimated Travel Expenses	$ 35,122	$ 0

Detailed Breakdown of Conversions (Included in Summary Total)

Description	Quantity	Unit Price	Discount	Total
Justice				
Enterprise Justice				
Enterprise Justice Data Conversion	140	$ 185	$ 0	$ 25,900
TOTAL				**$ 25,900**

Assumptions

Tyler's Enterprise Public Safety product requires Microsoft Windows Server 2016/2019/2022 and SQL Server 2014 SP2/2016 SP2/2019, including required User or Device Client Access Licenses (CALs) for applicable Microsoft products. If on-premises, servers must meet minimum hardware requirements provided by Tyler. Personal Computers must meet the minimum hardware requirements and Microsoft Windows 8.1 64-bit, Windows 10 64-bit and Windows 11 are the supported operating systems. The supported Microsoft operating system and SQL versions are specific to Tyler's release versions.
Enterprise Public Safety product requires Microsoft Excel or Windows Search 4.0 for document searching functionality; Microsoft Word is required on the application server for report formatting.
Tyler recommends a 100 Mbps/1 Gbps Ethernet network for the local area network. Wide area network requirements vary based on system configuration. Client is responsible to maintain business class high-speed internet and provide enough bandwidth and throughput to support existing internet traffic and additional traffic generated by the Tyler deployment. Tyler will provide further consultation for this environment.
Does not include servers, workstations, or any required third-party hardware or software unless specified in this Investment Summary. Client is responsible for any third-party support. Licensed Software, and third-party software embedded therein, if any, will be delivered in a machine-readable form to Client via an agreed upon network connection. Any taxes or fees imposed are the responsibility of the purchaser and will be remitted when imposed.
Tyler's GIS implementation services are to assist the Client in preparing the required GIS data for use with the Licensed Enterprise Public Safety Software. Depending upon the Licensed Software the Client at a minimum will be required to provide an accurate street centerline layer and the appropriate polygon layers needed for Unit Recommendations and Run Cards in an industry standard Esri file format (Personal Geodatabase, File Geodatabase, Shape Files). Client is responsible for having clearly defined boundaries for Police Beats, EMS Districts and Fire Quadrants. If necessary, Tyler will assist Client in creating the necessary polygon layers. Tyler is not responsible for the accuracy of, or any ongoing maintenance of the GIS data used within the Licensed Enterprise Public Safety Software. Client is responsible for maintaining GIS data using Esri ArcGIS Desktop/Pro software, pushing source GIS data updates to the Tyler software, any ongoing annual maintenance on third-party products and is advised to contact the third-party vendor to ensure understanding of and compliance with all maintenance requirements. All maintenance, training and ongoing support of this product will be contracted with and conducted by Esri. Maintenance for Esri's ArcGIS suite of products that are used for maintaining Client's GIS data will be contracted by Client separately with Esri.
When State/NCIC is included, Client is responsible for obtaining the necessary State approval and any non-Tyler hardware and software. Includes state specific standard forms developed by Tyler. Additional forms can be provided for an additional fee.

The amount of converted data entering the new system can drastically impact storage utilization. Additional drive space may be required on the production and test SQL and file storage servers to accommodate the converted data based on the quantity of source data. During the conversion process, additional drive space on the production and test SQL servers will also be required temporarily. Does not apply to Data Archive.
Travel expenses will be billed as incurred according to Tyler's standard business travel policy.

Corrections eSignatures requires third-party hardware. Client must provide necessary signature pad device(s).

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Exhibit B
Invoicing and Payment Policy

We will provide you with the software and services set forth in the Investment Summary of the Agreement. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Invoicing: We will invoice you for the applicable software and services in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

1. SaaS Fees. SaaS Fees are invoiced on an annual basis, beginning on the commencement of the initial term as set forth in Section F(1) of this Agreement. Your annual SaaS fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual SaaS fees will be at our then-current rates.

2. Other Tyler Software and Services.

   2.1 Implementation and other professional services (including training) are billed and invoiced as delivered, at the rates set forth in the Investment Summary.

3. Third Party Products.

   3.1 *Third Party Software License Fees*: License fees for Third Party Software, if any, are invoiced when we make it available to you for downloading.

   3.2 *Third Party Software Maintenance*: The first year maintenance for the Third Party Software, if any, is invoiced when we make it available to you for downloading.

   3.3 *Third Party Hardware*: Third Party Hardware costs, if any, are invoiced upon delivery.

   3.4 *Third Party SaaS:* Third Party SaaS Services fees, if any, are invoiced annually, in advance, commencing with availability of the respective Third Party SaaS Services. Pricing for the first year of Third Party SaaS Services is indicated in the Investment Summary. Pricing for subsequent years will be at the respective third party's then-current rates.

4. Expenses. The service rates in the Investment Summary do not include travel expenses. Expenses will be billed as incurred and only in accordance with our then-current Business Travel Policy. Our current Business Travel Policy is attached to this Exhibit B at Schedule 1. Copies of receipts will be provided upon request; we reserve the right to charge you an administrative fee depending on the extent of your requests. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.

Payment. Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is available by contacting AR@tylertech.com.

Exhibit B
Schedule 1
Business Travel Policy

1. Air Travel

   A. Reservations & Tickets

   The Travel Management Company (TMC) used by Tyler will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within $100 (each way) of the lowest logical fare. If a net savings of $200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

   Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven (7) day advance booking requirement is mandatory. When booking less than seven (7) days in advance, management approval will be required.

   Except in the case of international travel where a segment of continuous air travel is six (6) or more consecutive hours in length, only economy or coach class seating is reimbursable. Employees shall not be reimbursed for "Basic Economy Fares" because these fares are non-refundable and have many restrictions that outweigh the cost-savings.

   B. Baggage Fees

   Reimbursement of personal baggage charges are based on trip duration as follows:

   - Up to five (5) days = one (1) checked bag
   - Six (6) or more days = two (2) checked bags

   Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

   A. Private Automobile

   Mileage Allowance – Business use of an employee's private automobile will be reimbursed at the

current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a “mid-size” or “intermediate” car. “Full” size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; except for employees traveling to Alaska and internationally (excluding Canada), additional insurance on the rental agreement should be declined.

C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

3. Lodging

Tyler’s TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler's work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

“No shows” or cancellation fees are not reimbursable if the employee does not comply with the hotel’s cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

Employees are not authorized to reserve non-traditional short-term lodging, such as Airbnb, VRBO, and HomeAway. Employees who elect to make such reservations shall not be reimbursed.

4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status within the continental U.S. are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at www.gsa.gov/perdiem.

Per diem for Alaska, Hawaii, U.S. protectorates and international destinations are provided separately by the Department of State and will be determined as required.

A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

Departure Day

Depart before 12:00 noon	Lunch and dinner
Depart after 12:00 noon	Dinner

Return Day

Return before 12:00 noon	Breakfast
Return between 12:00 noon & 7:00 p.m.	Breakfast and lunch
Return after 7:00 p.m.*	Breakfast, lunch and dinner

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

Breakfast	15%
Lunch	25%
Dinner	60%

B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.*

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

5. Internet Access – Hotels and Airports

Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If

an employee's hotel charges for internet access it is reimbursable up to $10.00 per day. Charges for internet access at airports are not reimbursable.

6. International Travel

All international flights with the exception of flights between the U.S. and Canada should be reserved through TMC using the "lowest practical coach fare" with the exception of flights that are six (6) or more consecutive hours in length. In such event, the next available seating class above coach shall be reimbursed.

When required to travel internationally for business, employees shall be reimbursed for photo fees, application fees, and execution fees when obtaining a new passport book, but fees related to passport renewals are not reimbursable. Visa application and legal fees, entry taxes and departure taxes are reimbursable.

The cost of vaccinations that are either required for travel to specific countries or suggested by the U.S. Department of Health & Human Services for travel to specific countries, is reimbursable.

Section 4, Meals & Incidental Expenses, and Section 2.b., Rental Car, shall apply to this section.

Exhibit C
Service Level Agreement

I. Agreement Overview

This SLA operates in conjunction with, and does not supersede or replace any part of, the Agreement. It outlines the information technology service levels that we will provide to you to ensure the availability of the application services that you have requested us to provide. This SLA does not apply to any Third Party SaaS Services. All other support services are documented in the Support Call Process.

II. Definitions. Except as defined below, all defined terms have the meaning set forth in the Agreement.

Actual Attainment: The percentage of time the Tyler Software is available during a calendar quarter, calculated as follows: (Service Availability – Downtime) ÷ Service Availability.

Client Error Incident: Any service unavailability resulting from your applications, content or equipment, or the acts or omissions of any of your service users or third-party providers over whom we exercise no control.

Downtime: Those minutes during Service Availability, as defined below, when all users cannot launch, login, search or save primary data in the Tyler Software. Downtime does not include those instances in which only a Defect is present.

Emergency Maintenance: (1) maintenance that is required to patch a critical security vulnerability; (2) maintenance that is required to prevent an imminent outage of Service Availability; or (3) maintenance that is mutually agreed upon in writing by Tyler and the Client.

Planned Downtime: Downtime that occurs during a Standard or Emergency Maintenance window.

Service Availability: The total number of minutes in a calendar quarter that the Tyler Software is capable of receiving, processing, and responding to requests, excluding Planned Downtime, Client Error Incidents, denial of service attacks and Force Majeure.

Standard Maintenance: Routine maintenance to the Tyler Software and infrastructure. Standard Maintenance is limited to five (5) hours per week.

III. Service Availability

a. Your Responsibilities

Whenever you experience Downtime, you must make a support call according to the procedures outlined in the Support Call Process. You will receive a support case number.

b. Our Responsibilities

When our support team receives a call from you that Downtime has occurred or is occurring, we will work

with you to identify the cause of the Downtime (including whether it may be the result of Planned Downtime, a Client Error Incident, Denial of Service attack or Force Majeure). We will also work with you to resume normal operations.

c. Client Relief

Our targeted Attainment Goal is 100%. You may be entitled to credits as indicated in the Client Relief Schedule found below. Your relief credit is calculated as a percentage of the SaaS fees paid for the calendar quarter.

In order to receive relief credits, you must submit a request through one of the channels listed in our Support Call Process within fifteen days (15) of the end of the applicable quarter. We will respond to your relief request within thirty (30) day(s) of receipt.

The total credits confirmed by us will be applied to the SaaS Fee for the next billing cycle. Issuing of such credit does not relieve us of our obligations under the Agreement to correct the problem which created the service interruption.

Client Relief Schedule	
Actual Attainment	**Client Relief**
99.99% - 98.00%	Remedial action will be taken
97.99% - 95.00%	4%
Below 95.00%	5%

IV. Maintenance Notifications

We perform Standard Maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, we will provide advance notice of those windows and will coordinate to the greatest extent possible with you.

Not all maintenance activities will cause application unavailability. However, if Tyler anticipates that activities during a Standard or Emergency Maintenance window may make the Tyler Software unavailable, we will provide advance notice, as reasonably practicable that the Tyler Software will be unavailable during the maintenance window.

Exhibit C
Schedule 1
Support Call Process

Support Channels

Tyler Technologies, Inc. provides the following channels of software support for authorized users*:

(1) On-line submission (portal) – for less urgent and functionality-based questions, users may create support incidents through the Tyler Customer Portal available at the Tyler Technologies website. A built-in Answer Panel provides users with resolutions to most "how-to" and configuration-based questions through a simplified search interface with machine learning, potentially eliminating the need to submit the support case.
(2) Email – for less urgent situations, users may submit emails directly to the software support group.
(3) Telephone – for urgent or complex questions, users receive toll-free, telephone software support.

** Channel availability may be limited for certain applications.*

Support Resources

A number of additional resources are available to provide a comprehensive and complete support experience:

(1) Tyler Website – www.tylertech.com – for accessing client tools, documentation, and other information including support contact information.
(2) Tyler Search -a knowledge based search engine that lets you search multiple sources simultaneously to find the answers you need, 24x7.
(3) Tyler Community –provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
(4) Tyler University – online training courses on Tyler products.

Support Availability

Tyler Technologies support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four US time zones (Pacific, Mountain, Central and Eastern). Tyler's holiday schedule is outlined below. There will be no support coverage on these days.

New Year's Day	Labor Day
Martin Luther King, Jr. Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day

For support teams that provide after-hours service, we will provide you with procedures for contacting support staff after normal business hours for reporting Priority Level 1 Defects only. Upon receipt of

such a Defect notification, we will use commercially reasonable efforts to meet the resolution targets set forth below.

We will also make commercially reasonable efforts to be available for one pre-scheduled Saturday of each month to assist your IT staff with applying patches and release upgrades, as well as consulting with them on server maintenance and configuration of the Tyler Software environment.

Incident Handling

Incident Tracking

Every support incident is logged into Tyler's Customer Relationship Management System and given a unique case number. This system tracks the history of each incident. The case number is used to track and reference open issues when clients contact support. Clients may track incidents, using the case number, through Tyler's Customer Portal or by calling software support directly.

Incident Priority

Each incident is assigned a priority level, which corresponds to the Client's needs. Tyler and the Client will reasonably set the priority of the incident per the chart below. This chart is not intended to address every type of support incident, and certain "characteristics" may or may not apply depending on whether the Tyler software has been deployed on customer infrastructure or the Tyler cloud. The goal is to help guide the Client towards clearly understanding and communicating the importance of the issue and to describe generally expected response and resolution targets in the production environment only.

References to a "confirmed support incident" mean that Tyler and the Client have successfully validated the reported Defect/support incident.

Priority Level	Characteristics of Support Incident	Resolution Targets*
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client's remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database.

Priority Level	Characteristics of Support Incident	Resolution Targets*
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. For non-hosted customers, Tyler's responsibility for loss or corrupted data is limited to assisting the Client in restoring its last available database.
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack, which shall occur at least quarterly. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database.
4 Non-critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

**Response and Resolution Targets may differ by product or business need*

Incident Escalation

If Tyler is unable to resolve any priority level 1 or 2 defect as listed above or the priority of an issue has elevated since initiation, you may escalate the incident to the appropriate resource, as outlined by each product support team. The corresponding resource will meet with you and any Tyler staff to establish a mutually agreeable plan for addressing the defect.

Remote Support Tool

Some support calls may require further analysis of the Client's database, processes or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Tyler's support team must have the ability to quickly connect to the Client's system and view the site's setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/07/2023

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
MARSH USA, LLC.
99 HIGH STREET
BOSTON, MA 02110

CN102891976-GAWXC-GAWXC-23

CONTACT NAME: ...
PHONE (A/C, No, Ext): | **FAX (A/C, No):**
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Hartford Fire Insurance Company	19682
INSURER B : Trumbull Insurance Company	27120
INSURER C : Hartford Casualty Insurance Company	29424
INSURER D : Sentinel Insurance Company	11000
INSURER E : QBE Specialty Insurance Company	11515
INSURER F :	

INSURED
Colorado Interactive, LLC
25501 W. Valley Parkway
Olathe, KS 66061

COVERAGES **CERTIFICATE NUMBER:** NYC-011324051-08 **REVISION NUMBER:** 9

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	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			10 UEN DL0437	04/01/2023	04/01/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ $ $ $ $ $	1,000,000 300,000 10,000 1,000,000 2,000,000 2,000,000
B	**AUTOMOBILE LIABILITY** X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			10 UEN DI9897	04/01/2023	04/01/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $	1,000,000
C	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED X RETENTION $ 10,000			10 XHU DL0102	04/01/2023	04/01/2024	EACH OCCURRENCE AGGREGATE	$ $	25,000,000 25,000,000
D	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** Y / N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		10WBAK8AGK	04/01/2023	04/01/2024	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $	 1,000,000 1,000,000 1,000,000
E	Professional Liability Cyber Protection			130001996	12/17/2021	06/17/2023	Limit:		10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Evidence only

CERTIFICATE HOLDER

Tyler Technologies, Inc.
5101 Tennyson Parkway
Plano, TX 75024

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Marsh USA LLC

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AGENCY CUSTOMER ID: CN102891976

LOC #: Boston

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
MARSH USA, LLC.	Colorado Interactive, LLC 25501 W. Valley Parkway Olathe, KS 66061
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

The Professional Liability / Cyber policies evidenced contain Self Insured Retentions to various perils covered. If you would like additional information regarding these sub limits or deductibles, please contact the insured.

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MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-527

MEETING:	September 19, 2023
TO:	The Board of Supervisors
FROM:	Shannon Hansen, Director of Public Works and Transportation
RE:	Authorize the Public Works Director to waive Encroachment Fee of $188 for the Hornitos Flea Market

---

RECOMMENDATION AND JUSTIFICATION

Authorize the Public Works Director to waive the Encroachment Fee of $188 for the Hornitos Flea Market. This event will be held on Sunday, October 1, 2023, from 7:00 am to 3:00 pm at the Hornitos Park.

BACKGROUND AND HISTORY OF BOARD ACTIONS

This is the 36th Annual Hornitos Flea Market, which is organized, sponsored, and insured by the Hornitos Patrons Club, which is a non-profit group serving the community of Hornitos and Mariposa County. In past events, the Board has waived the Encroachment Fee.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve, the Hornitos Patrons Club would be responsible for the Encroachment Permit Fee.

FINANCIAL IMPACT

None

ATTACHMENTS

1. **Assemblage Permit23**
2. **Insurance**
3. **Letter to BOS23**
4. **Letter from CHP to BOS**
5. **Flyer**

VOTE RESULT

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

COUNTY OF MARIPOSA
APPLICATION FOR ENCROACHMENT PERMIT

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

DATE: 8/14/23 Building Permit #: _____

APPLICANT: Hornitos Patrons Club

THE UNDERSIGNED HEREBY APPLIES FOR PERMISSION TO EXCAVATE, CONSTRUCT AND/OR OTHERWISE ENCROACH ON A COUNTY RIGHT-OF-WAY ON (ADDRESS) High Street & Plaza 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
   ☐ ROAD CROSSING
   (WATER PIPE, CULVERT, ETC. EXPLAIN BELOW)
   ☑ SPECIAL EVENT (EXPLAIN BELOW)
   DATE OF EVENT ~~10/8/23~~ 10/1/2023 Sun
   ☑ OTHER (EXPLAIN BELOW)

   Hornitos annual flea market (see attached)

2. DRIVING INSTRUCTIONS FROM A KNOWN LANDMARK TO LOCATION OF ENCROACHMENT, I.E., INTERSECTION OF COUNTY ROADS, STATE HIGHWAYS OR TOWN, ETC.

   Hwy 140 to Hornitos rd to high 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: _____

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: Hornitos Patrons Club

DATE ISSUED: _____

PRINTED NAME OF APPLICANT: SANDRA L. McRAE

PHONE NUMBER: 209-966-5510 HM
775-560-3727 CELL

SIGNATURE OF APPLICANT: Sandra L. McRae

MAILING ADDRESS: 5011 Smith Rd/PO Bx 695
MARIPOSA CA 95338

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/13/2023

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.

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PRODUCER	CONTACT NAME: CL Central	
Barlocker Insurance Agency, Inc. License #0580438 1164 Olivewood Dr. Merced CA 95348	PHONE (A/C, No, Ext): (209) 383-0220	FAX (A/C, No): (209) 383-5124
	E-MAIL ADDRESS: Broker	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Travelers Indemnity Company of Connecti	25682
INSURED Hornitos Patrons Club P O Box 341 Maryanne Visher Hornitos CA 95325	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 23/24 Master COI **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	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [ ] OCCUR [X] GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	X		660462R5278	7/1/2023	7/1/2024	EACH OCCURRENCE	$ 500,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 500,000
							GENERAL AGGREGATE	$ 1,000,000
							PRODUCTS - COMP/OP AGG	$ 1,000,000
							Damage to Rental Premises	$ 300,000
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [ ] RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [ ] N/A 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	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

re: Stag Hall, Hornitos Park, Hornitos Plaza and High Street

County of Mariposa is named as Additional Insured with repects to General Liability per endorsements CGD411(04-08). Insurance is Primary Non-Contributory

CERTIFICATE HOLDER

jbaker@mariposacounty.org; ki

County of Mariposa
5100 Bullion St
Mariposa, CA 95338

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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Eddie Scherf

From: Delores Ortiz <delores48@outlook.com>
Sent: Wednesday, August 16, 2023 9:49 PM
To: Eddie Scherf
Cc: Shaun Quinn; Mary Ann Visher
Subject: Patrons Club Encroachment Permit

Board of Supervisors:

The Hornitos Patrons Club is requesting a fee waiver for an encroachment permit for the Hornitos Town Plaza and High Street on October 1st.

The HPC is holding its 36th Annual Flea Market on Sunday, October 1st and many of our vendors set up in the plaza, as well as in the Hornitos Park and on High Street. We welcome over 120 vendors and hundreds of shoppers, bringing people from all over.

Thank you for your prompt consideration of this request.

MaryAnn Visher, HPC Flea Market Committee Chairman

State of California—Transportation Agency GAVIN NEWSOM, Governor

DEPARTMENT OF CALIFORNIA HIGHWAY PATROL
Mariposa Area
5264 Highway 49 North
P.O. Box 217
Mariposa, CA 95338
(209) 966-3656
(800) 735-2929 (TT/TDD)
(800) 735-2922 (Voice)

August 9, 2023

File No.: 455.15326.A16737.36TH ANNUAL FLEA MARKET

Mariposa County Board of Supervisors
P.O. Box 276
Mariposa, CA 95338

Dear Board Members:

The Mariposa Area office of the California Highway Patrol has received and reviewed the application regarding the assemblage permit for the 36TH Annual Flea Market. This event is scheduled for October 1, 2023 from 7:00 am- 4:00 pm. 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 event-related vehicles from interfering with traffic. In the event more vehicles arrive than anticipated, the responsible individual(s) are asked to immediately notify the CHP at (209) 966-3656.

We appreciate you allowing us the opportunity to respond to the potential concerns we foresee. In the event there is any problem obtaining Cal Trans encroachment permits please contact us. If there is any additional assistance which can be provided by the California Highway Patrol, please contact myself or Sergeant Steven Lewis at (209) 966-3656.

Sincerely,

G. PEIRSOL, Lieutenant
Mariposa Area

HORNITOS PATRON'S CLUB

36TH ANNUAL

FLEA MARKET



WHEN: OCTOBER 1, 2023

7:00am – 3 :00pm

WHERE: HORNITOS PARK

2884 Bear Valley Rd. Hornitos, CA 95325

SPACES AVAILABLE!

FOR INFORMATION TO RESERVE YOUR SPACE

CALL: 209-382-7062

EMAIL: Hornitospatronsclub@gmail.com

MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING: September 19, 2023

TO: The Board of Supervisors

FROM: Danielle Bondshu, Clerk of the Board

RE: Handouts Received During Departmental Presentations on September 19th, 2023.

RECOMMENDATION AND JUSTIFICATION

Handouts Received During Departmental Presentations on September 19th, 2023.
- Flu Vaccination Clinic Flyer from Kim Ballard.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board occasionally receives handouts during department presentations.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

none.

FINANCIAL IMPACT

none.

ATTACHMENTS

1. **Flu Shot flyer**

Mariposa County
Health & Human
Services Agency
Public Health

Mariposa County Flu Shot Clinic

Idle Wheels

Tuesday, Sept. 26th 9:00 - 10:00 am

Greeley Hill Community Center

Wednesday, Sept. 27th 10:00 - 11:00 am

Coulterville Cafe

Wednesday, Sept. 27th 12:30 - 6:00 pm

El Portal Cedar Lodge

Tuesday, Oct. 3rd 3:00- 4:00 pm

Fairgrounds

Thursday, Oct. 12th 3:00 - 5:30 pm

Get the shot!
Not the flu!
No cost to you!

- Follow the signs when you arrive at the site.
- Kindly leave pets at home.
- Wear short sleeves or loose-fitting shirts with easy access to the upper arm.

Provided by
Mariposa County Health & Human Services Agency
Public Health Branch
209-966-3689

MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING: September 19, 2023

TO: The Board of Supervisors

FROM: Danielle Bondshu, Clerk of the Board

RE: Handouts Recieved During Public Comment on Non-Agenda Items on September 19th, 2023

RECOMMENDATION AND JUSTIFICATION

Handouts Recieved During Public Comment on Non-Agenda Items on September 19th, 2023.
- UC Master Gardner and UC Master Food Preserver Handouts from Jeanne Ann Pine.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board occasionally receives handouts during public comment on non-agenda items.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

none.

FINANCIAL IMPACT

none.

ATTACHMENTS

1. **Master gardeners flyers**

UNIVERSITY OF CALIFORNIA
Agriculture and Natural Resources | UC Master Food Preserver Program

UC Master Food Preservers of Mariposa County presents

(serving serving Mariposa, Merced, Madera, Fresno and Tuolumne Counties)

Preserving Tomatoes: A Fun and Flavorful Way to Savor the Summer Harvest!

Learn about various methods of home food preservation such as water bath canning, cold storage, freeze drying and dehydrating to keep those sweet tomato moments alive throughout the winter!







SATURDAY, SEPTEMBER 23rd
10:00AM-12:00PM
Midpines Community Hall
6364 CA-140, Midpines, CA 95345
FREE| Registration required | Space is limited
Tomato Preserving Booklet for Sale at the event | CASH ONLY $15.00

Visit https://cemariposa.ucanr.edu or call 209 966-2417 to register

It is the policy of the University of California (UC) and the UC Division of Agriculture & Natural Resources not to engage in discrimination against or harassment of any person in any of its programs or activities (Complete nondiscrimination policy statement can be found at http://ucanr.edu/sites/anrstaff/files/215244.pdf)
Inquiries regarding ANR's nondiscrimination policies may be directed to John I. Sims, Affirmative Action Compliance Officer/Title IX Officer, University of Cali-fornia, Agriculture and Natural Resources, 2801 Second Street, Davis, CA 95618, (530) 750-1397.

UCCE Mariposa County
PRACTICAL | CONNECTED | TRUSTED

University of California
Agriculture and Natural Resources | UCCE Master Gardener Program

UC Master Gardeners of Mariposa present:

Propagate Plants Like a Pro

Fill your home with plants YOU propagate
from leaves and stems!

Learn various methods of cloning plants (with a focus on stem and leaf propagation), Hands-on leaf & stem propagation. Take your practice stems and leaves home to grow out.





SATURDAY, SEPTEMBER 30TH
10:00AM-12:00PM
Midpines Community Hall
6364 CA-140, Midpines, CA 95345
$15 per person* | Registration required | Space is limited
*Plant materials provided, please bring small scissors, masking tape and permanent markers, if possible.

Visit https://cemariposa.ucanr.edu or call 209 966-2417 to register

It is the policy of the University of California (UC) and the UC Division of Agriculture & Natural Resources not to engage in discrimination against or harassment of any person in any of its programs or activities (Complete nondiscrimination policy statement can be found at http://ucanr.edu/sites/anrstaff/files/215244.pdf)
Inquiries regarding ANR's nondiscrimination policies may be directed to John I. Sims, Affirmative Action Compliance Officer/Title IX Officer, University of Cali-fornia, Agriculture and Natural Resources, 2801 Second Street, Davis, CA 95618, (530) 750-1397.

MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING: September 19, 2023

TO: The Board of Supervisors

FROM: Matt Johnson, Librarian

RE: Receive a Presentation by Mariposa County Library, Providing an Update on Summer Reading Program

---

RECOMMENDATION AND JUSTIFICATION

Receive a Presentation by Mariposa County Library, Providing an Update on Summer Reading Program.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Mariposa County Library typically holds a Summer Reading Program for the youth of the community, and sometimes adult readers as well. That tradition continued this year, and staff from the library will present figures related to the amount of patrons who participated, and the levels of involvement in the community.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

None.

FINANCIAL IMPACT

None.

ATTACHMENTS

1. **summer reading presentation (1)**

WE'RE JUST WILD ABOUT READING!

MARIPOSA COUNTY LIBRARY

SUMMER READING PROGRAM 2023

A RECAP OF THIS YEAR'S PROGRAM, AND A VISION FOR WHAT LIES AHEAD

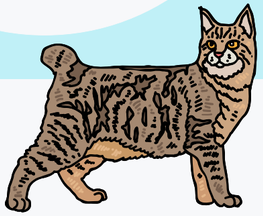


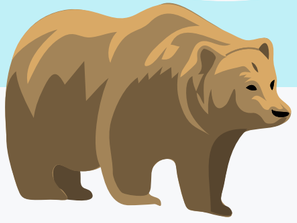
MARIPOSA
COUNTY LIBRARY











GOALS

- foster a life -long love of learning and libraries
- strengthen community connections through engaging (and free!) activities for all ages
- provide a bridge of learning for students during the summer
- inspire families to engage in reading, at all levels and ages
- demonstrate to children that adults value reading too!





INTRODUCTION

Let's talk numbers!

Summer Reading 2023
Launched: June 14
Ended: August 15

9 weeks of fun programming!

- 198 children registered
- 76 adults registered
- 52: number of highly motivated young readers who made it to the 5th and final reading level
- 778: number of reported hours of children reading or being read to
- 255: number of self-reported books read by adults

INTRODUCTION

Summer Reading 2023

Launched: June 14

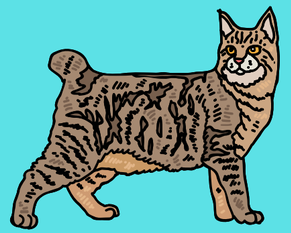
Ended: August 15

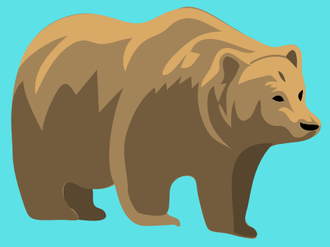












INTRODUCTION

Let's talk numbers!

Summer Reading 2023
Launched: June 14
Ended: August 15

9 weeks of fun programming!

- $2750: total amount spent on summer reading programming, including library funds and funds contributed by community partners
- $1400: amount raised by community partners for summer reading
- $13: amount spent per child

KICK-OFF EVENT

It takes a village! And what a village we have.













KICK-OFF EVENT

It takes a village! And what a village we have.



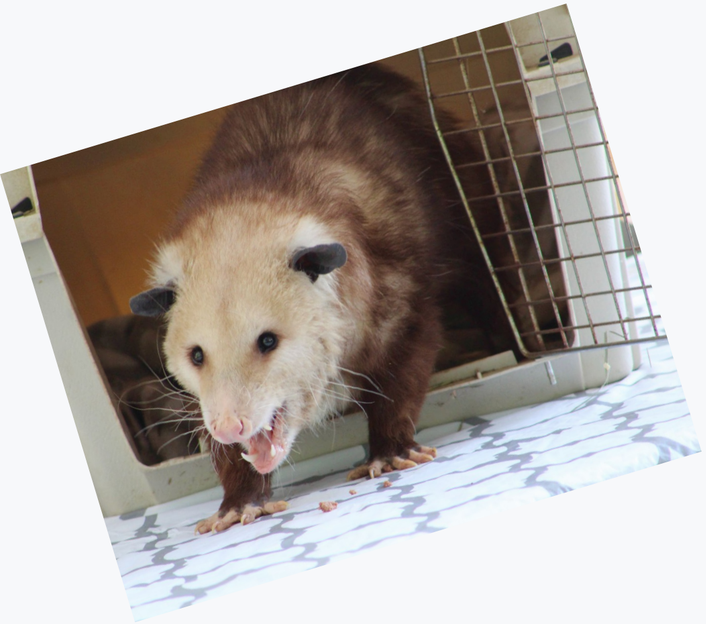




ANIMAL AMBASSADORS

Wildlife visitors from The Nature of Wildworks visited the Mariposa County Park to offer a special show to summer reading participants.









FAMILY MOVIE NIGHT

Summer reading children and youth participants were invited to an indoor showing of “Smallfoot” in the Children’s Room, with light refreshments served.



BETH PRATT'S PRESENTATION

"THE WILD WONDER OF YOSEMITE & THE MARIPOSA AREA"









Local author and conservation leader Beth Pratt volunteered her time to deliver a presentation on her wildlife research in Yosemite and the Briceburg area. This event was geared towards adult readers.

TINY ART SHOW

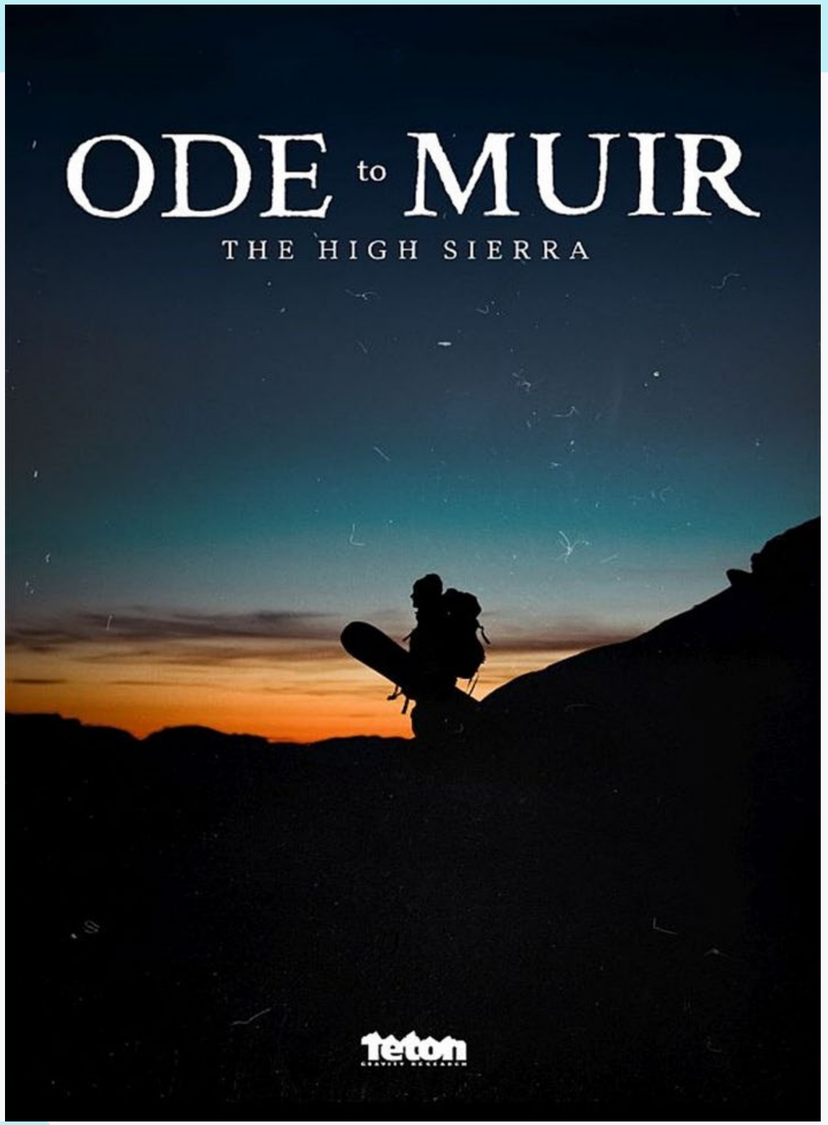
Using miniature canvases, easels, paintsets and brushes distributed at the Summer Reading Kickoff, children and youth were encouraged to paint an animal that lives in Mariposa County. Throughout the month of August, these works were displayed at the Mariposa Library.







FILM & LECTURE FOR ADULT READERS

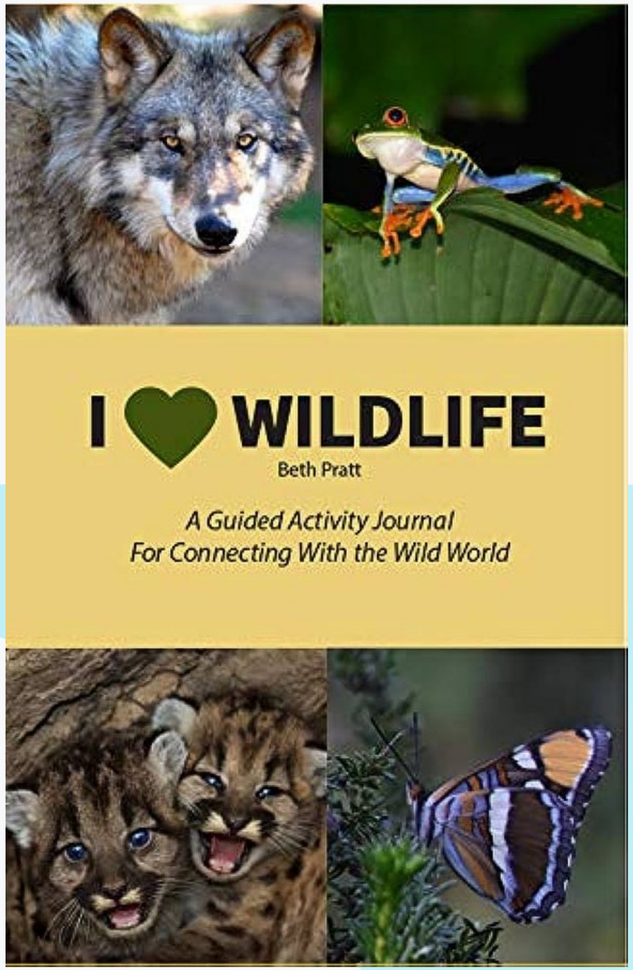


The documentary “Ode to Muir,” featuring winter hikers in the High Sierra, was shown, followed by a talk by local naturalist and back country guide Brian Shoor. The Yosemite Conservancy financed Shoor’s appearance at this event.



BOOK GIVEAWAY





$3598: amount contributed by the Family Literacy program (grant funded, not from general funds) for book giveaway

Leftover books will be distributed to the entire student body of the Greeley Hill Elementary and El Portal Schools

& PRIZES!

Prizes were given to children and youth who completed the five tiers of the program.





Leftover prizes will be distributed to children who attend the Holiday Readaloud at the library in December.





RAFFLE BASKETS

At the close of the summer reading program, there was a prize drawing for participating adults. Four lucky winners were selected to win these baskets, each with a different theme.









Thank you!

TO THE ORGANIZATIONS WHO FINANCIALLY SUPPORTED THIS YEAR'S SUMMER READING PROGRAM

A VISION FOR SUMMER READING 2024

AROUND THE WORLD IN 60 DAYS!

- passports stamped for each stop along the way
- travel themed prizes, educational material, and events
- summer reading kickoff with live cultural performances featuring music, dance, and food from our neighbors to the South! We will begin the journey in Mexico.
- extra funds raised can go towards updating our world history collection in children's nonfiction



FUNDRAISING FOR SUMMER READING 2024





- Fundraising events in November & February to earmark funds in advance

- Expanding reach of fundraising goals through support from community organizations, including Rotary Club of Mariposa, Mariposa Lions Club and Soroptomist International of Mariposa.



FALL LIBRARY EVENTS - THE LEARNING CONTINUES!

Life Experiences in Spanish at the Mariposa Library!
¡Experiencias de Vida en Español en la Biblioteca!

SUNDAY, OCTOBER 15, 10 A.M. TO NOON

Day of the Dead Crafting - Create a communal altar and celebrate loved ones who have passed.

WEDNESDAY, OCTOBER 18, 5:30 TO 6:30 P.M.

Paint a still life and become immersed in color and art en Español.

WEDNESDAY, OCTOBER 25, 5:30 TO 6:30 P.M.

Move to the rhythm of two line dances, including Achy Breaky Heart en Español.

WEDNESDAY, NOVEMBER 1ST, 5:30 TO 6:30 P.M.

Happy Birthday! Participate in the tradition, meaning and lyrics to Las Mañanitas.

IN THE SHADOW OF THE COURTHOUSE

A SPOOKY STORYTELLING EVENT

FRIDAY, OCTOBER 27TH

ON THE COURTHOUSE LAWN

BEGINS AT 5:30 P.M. ENDS AT 7:00 P.M..



Bring a carved pumpkin and share *its* story at the jack'o'lantern kickoff at 5:30! Jack'o'lanterns will be displayed throughout the event on the lawn. Selected storytellers, including Judge Fagalde sharing a courthouse ghost story, will follow intros!

OCTOBER LIBRARY EVENTS



CALENDAR

- Tuesdays throughout the month - Tech Tuesday 4:00 to 5:15 p.m. weekly. If you can't make it during this time, 1-on-1 help can be scheduled.
- Thursday, October 5 Trivia Night! This monthly event occurs on the 1st Thursday of each month, from 6 to 7 p.m.
- Saturday, October 14 Microscope and Nature Journaling Workshops, including all ages morning session and afternoon sessions for ages 18+
- Friday, October 20 Cocoa with Coco! Weather pending this showing of "Coco" will take place in the courtyard behind the library. Hot cocoa will be served.
- Friday, October 27 Spooky storytelling event on the courthouse lawn
- Tuesday, October 31 Library will participate in Trunk or Treat event

- THROUGHOUT THE MONTH OF OCTOBER, THE MARIPOSA LIBRARY WILL HOST A FOUR PART SPANISH IMMERSION EXPERIENCE. SEE FLYER FOR DETAILS AND ASK OUR STAFF ABOUT REGISTERING FOR ONE OR MULTIPLE SESSIONS!

Be sure to visit our Information Station for copies of event flyers and more details! This area is located near the giant crystal, just to the left of the main entrance.



thank you to the
board of supervisors
for lending us your
ear today!

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED

MEETING: September 19, 2023

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Discussion and Direction Regarding a Business Assistance (BA) Loan Application for Solid Gold Resource Center in the Amount of $50,000

RECOMMENDATION AND JUSTIFICATION

Discussion and Direction Regarding a Business Assistance (BA) Loan Application for Solid Gold Resource Center in the Amount of $50,000

Solid Gold Resource Center (SGRC) operates as a provider of laundry and linen services, retail supplies and rental equipment for cleaning services, guest gift basket delivery, meal delivery, personal shopper and related services for vacation rental owners, property management companies, and cleaning service companies. SGRC is requesting a $50,000 Business Assistance loan for the purchase of inventory/materials, equipment, tenant improvements and working capital. The loan would assist in building operating capacity focused on tourism-based operators. Pursuant to Board direction given October 11, 2022, staff is seeking direction how to proceed.

BACKGROUND AND HISTORY OF BOARD ACTIONS

On October 11, 2022, the Board discussed implementation of the Business Assistance and Microenterprise loan programs and directed staff to bring applications to the Board to proceed on a case-by-case basis.

On May 19, 2020, the Board of Supervisors adopted Resolution 2022-68 approving the application of a CDBG grant for a business assistance and microenterprise loan program. The application was awarded on October 21, 2020.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

No action requested at this time.

FINANCIAL IMPACT

No action requested at this time. If funds are awarded in a future board meeting, there would be no impact on the general fund. This loan involves the dispersal of CDBG funds awarded to Mariposa County for Business Assistance Loans.

ATTACHMENTS

1. **Revised Business Plan 06.23**
2. **Solid Gold Resource Center rev 8.29.2023_Redacted**



Business Plan

Kymberli Frederick-Arms & Jeff Blalock
General Partners
Est. August 2022

Executive Summary

Product

Solid Gold Resource Center is partnering with local businesses to achieve the Gold Standard in Hospitality for Our Tourism-Based Community. Providing resources such as Laundry and Linen Service, Retail Supplies and Equipment Rentals for Cleaning Services. Providing a platform for Networking, Peer Reviews and Referrals between Businesses. Providing customized services for Vacation Rentals such as Guest Gifts Basket Delivery, Meal Delivery, Personal Shopper, etc. to enhance the guest experience and boost vacation rental ratings.

Customers

We specialize in supporting small businesses providing hospitality services to our community. The Target Customer for Solid Gold Resource Center is Vacation Rental Homeowners, Property Management Companies, and Cleaning Service Companies who want to enhance the guest experience.

Future of the Company

With Yosemite National Park in our backyard, tourism is the leading industry in our community. Providing the Gold Standard in Hospitality enhances the Guest experience and boosts tourism ratings, encouraging more tourism in our Community. In response to this climate, Solid Gold Resource Center is prepared to reassess the needs of the vacation rental, hospitality and tourism community and offer additional services as needed. As a Growth Oriented and Community-Focused Company, Solid Gold Resource Center will enjoy many years of collaboration with like-minded businesses seeking to enhance the Guest experience and boost economy in our community.

Company Description

Mission Statement

To provide quality services to our clients that will help their companies, and our community, prosper and grow.

Principal Members

Kymberli Frederick-Arms — Partner

Jeffrey Blalock — Partner

Legal Structure

Solid Gold Resource Center is a General Partnership between Kymberli Frederick- Arms and Jeffrey Blalock in Mariposa, CA.

Market Research

Industry

In the tradition of the 1846 Pioneers, Solid Gold Resource Center is trailblazing a unique role in supporting the hospitality industry. We are not aware of a similar business that provides services tailored to meet the needs of vacation rental owners, property managers and cleaning service companies as we do.

After a series of natural disasters and the pandemic, tourism and the local economy were hit hard. As the local economy recovers, there is a greater need to meet the Gold Standard in hospitality and improve the guest experience to promote more tourism. Solid Gold Resource Center sees a unique opportunity to support our community by providing services needed to accomplish this.

Detailed Description of Customers

Solid Gold Resource Center specifically targets vacation rental owners, property managers and cleaning service businesses who want to provide the Gold Standard in Hospitality. They value quality and they research the products they buy. They want to enhance guest experiences with luxury accommodations without all the overhead. They want to provide personalized services for their guests such as customized welcome baskets with local finds, meal deliveries, and personal shoppers. They see the value in “outsourcing” linen and laundry services because it saves time in preparing the home for new guests and reduces in-home expenses such as utility costs and wear and tear on appliances. They see the value in providing quality linens, without the overhead of replacing them regularly to assure they are free from stains, discoloration, or damage. They understand the impact of using all-natural, hypoallergenic, environmentally friendly cleaning products for their guests and our community. They recognize the need to have a convenient, industry-based, retail center where one can obtain these products, and other essential tools, locally. They see great value in networking with like-minded business owners in their community. The proximity to Yosemite National Park and the tourism industry in our community allows Solid Gold Resource Center to capitalize on opportunities in our own community as we start and grow our business.

Company Advantages

Solid Gold Resource Center is a woman and veteran owned business that provides much needed services and products that no other local business provides.

Regulations

Solid Gold Resource Center will comply with all federal, state, and local regulations in conducting our business.

Service Line

Product/Service

The unique services we will provide follow:

Services:

- Linen and Laundry Service: Offer linen service, where customer “rents” our linens, or laundry service, where we launder customer owned linens, that includes pick-up and delivery.

Retail:

- Cleaning Supplies: Have essential cleaning supplies readily available for customers in a central location.
- Essential Tools: Having brooms, mops, dust pans, cleaning cloths, scrub brushes, etc. available for purchase, perhaps even to “borrow” like a cleaning supply library. Having vacuums, carpet cleaners, steamers, etc. available for rent to help alleviate the “overhead” cost for individual cleaners.

Networking:

- Cleaners: Create a platform for Cleaners to job share. This will include a private platform for members to post jobs available and do peer reviews. SGRC will moderate the platform, aid with payments and 1099s.This will also allow SGRC to “vet” cleaners and be able to refer them to Homeowner/Property Manager clients.
- Homeowners/Property Managers: Establish a network of reliable and vetted service providers that are dedicated to SGRC clientele such as cleaners, handymen, pool services, tree services, electricians, plumbers, etc. Manage payments and 1099s for service providers.

Personalized Services for Vacation Rentals:

- Personal Shopper: Offer a personal shopper for vacation rentals where their guests can provide a shopping list and it will be shopped for, delivered, and stocked in the home prior to their arrival.
- Meal Delivery: Similarly, guests can order a prepared meal, that only requires heating, that will be stocked in the home prior to their arrival.
- Welcome Baskets: Provide a welcome basket for guests with local “gifts” as defined by homeowner and assure they have been properly restocked and delivered prior to each new guests’ arrival.

Pricing Structure

Solid Gold Resource Center will provide products and services, by quote and approved agreement, based on individual Customer needs.

Contract Options:

- FLAT RATE SERVICE: An annual contract that averages linen expenses over the year with a set monthly fee.
- PREMIUM LINEN SERVICE: An annual contract where Customer reserves linens for the year and only pays to launder them after each guest stay. Customer is not responsible for replacement of lost or damaged items.
- STANDARD LINEN SERVICE: A rental agreement where Customer only pays for linens as used. Customer will be responsible for lost or damaged items.
- CUSTOMER OWNED LINENS: A service agreement where SGRC provides laundry service for Customer provided linens. Can be included in a flat rate or standard service contract.

Retail Products:

- Specialized Retail Products to be priced on an individual basis.

Networking:

- Membership based access to private platform.

Personalized Services:

- Quoted on an individual basis depending on individual Customer requests.

Product Lifecycle

All services are ready to be offered to clients, pending approval of contracts.

All products are being sourced and inventory is being accumulated.

Intellectual Property Rights

Solid Gold Resource Center reserves the rights to our proprietary processes and other intellectual property, such as our logo. We have registered our domain name and parked relevant social media accounts for future use and to prevent the likelihood of someone impersonating our services.

Research and Development

Solid Gold Resource Center is planning to conduct the following research and development:

- Implement an inventory control solution for SGRC and Customer owned goods that helps better track each piece and its status in the service process.
- Continually assess the need for additional services to ensure Solid Gold Resource Center continues to carefully carve its niche in the marketplace.

Marketing & Sales

Growth Strategy

As the Company Grows, Solid Gold Resource Center will add necessary equipment and processes to meet the needs of our clients, such as:

- Add additional washers and driers to meet demand
- Add Luxury Linens; sheet sets, towels and bath mats, to meet demand.
- Add a dedicated delivery vehicle to meet demand.

Communicate with the Customer

Solid Gold Resource Center will communicate with its Target Audience by:

- Networking with our local Tourism Bureau, Chamber of Commerce, and Personal Contacts within the industry.
- Meeting with managers and leaving brochures in targeted local companies.
- Maintain our company website ensuring it contains engaging content about our services and current contact information.
- Using social media platforms such as Twitter, YouTube, Facebook, and LinkedIn
- Using direct marketing to reach out of area Vacation Rental owners

How to Sell

Currently, both Kymberli Frederick-Arms and Jeff Blalock share the sales duties for Solid Gold Resource Center. The company will increase awareness to our targeted customers through online advertising, proactive public relations campaigns, and attending local Tourism, Chamber of Commerce and Economic Development events. As profits increase, Solid Gold Resource Center will look to add an employee to assist with account management and marketing.

Operations

Location

Solid Gold Resource Center is located at 5671 Copper Leaf Dr., Mariposa CA, just outside town and a central location to our customer base. The facility has sufficient space to process and store linens with room to expand.

Hours of Operations

Solid Gold Resource Center will be open to customers 7 days a week, 10am to 4pm, with linen processing occurring during "closed" hours as well.

Employees

Currently Kymberli Frederick-Arms will oversee the business management, keep the books, track inventory, do purchasing, and assist with marketing. Jeff Blalock will oversee day-to-day operations, including processing linens and deliveries, to start. Solid Gold Resource Center will look to add five (5) employees in the first year.

- Three (3) employees at the facility, processing linens, approximately 30 hours per week each.
- One (1) employee to do Pick-up and Deliveries, approximately 25 hours per week.
- One (1) employee at the facility, in an administrative role, approximately 30 hours per week

Funding

Start Up Costs

Solid Gold Resource Center is just beginning operations. Many Start-up Costs have already been funded, but more are needed, as described below:

Item / Category	Already Funded	To Be Funded	By Partners	Other Funds	Requested Grant	Requested Loan	Future Revenue
Licenses/Permits	X		140.00				
Inventory	X		200.00				
Inventory		X			2500.00	7500.00	10000.00
Equipment	X		2275.00	3100.00			
Equipment		X			3500.00		
Vehicle		X	3000.00		4000.00		
Tenant Improvements	X		1600.00	6900.00			10900.00
Tenant Improvements		X				22500.00	
Computers / Software	X		1235.00				
Furniture	X		2175.00				
Furniture		X				15000.00	
Working Capital		X				5000.00	
Total:			10625.00	10000.00	10000.00	50000.00	20900.00

Projected Monthly Costs

In addition, Solid Gold Resource Center has the following Monthly requirements, to be funded as revenue increases, and by partners if necessary, as described below:

Item / Category	Current Amount	1 yr Future Projection	3 yr Future Projection	5 yr future Projection
Rent	1350.00	1500.00	1650.00	1735.00
Utilities	585.00	725.00	800.00	1000.00
Computer/Software	75.00	100.00	150.00	200.00
Insurance	495.00	495.00	495.00	495.00
Employee Expenses	5745.00	14395.00	21595.00	28790.00
Marketing	200.00	200.00	250.00	250.00
Vehicle Expenses	495.00	1000.00	1200.00	1400.00
Supplies	1400.00	2800.00	4200.00	4200.00
COGS	500.00	1000.00	2000.00	2500.00
Loan Payment	450.00	450.00	800.00	800.00
Working Capital (savings)	100.00	1000.00	2000.00	3000.00
Total:	11395.00	23665.00	35140.00	44370.00

Projected Income

First year of Operation

The Projected income for Solid Gold Resource Center is primarily based on the ability to produce 24 loads of laundry per day, 7 days per week, for the fits 6 months and then 48 loads of laundry per day, 7 days per week, for the following 6 months. Plus, some retail sales, membership fees, and specialized services. It also includes variations based on the “busy” season.

Month	Gross Sales	Cost of Goods	Gross Profit	Operational Costs	Net Income
1	12800.00	2515.00	10285.00	8880.00	1405.00
2	15100.00	3262.00	11838.00	8133.00	3705.00
3	22950.00	3785.00	19165.00	7610.00	11555.00
4	35360.00	4026.00	31334.00	7369.00	23965.00
5	30850.00	3623.00	27227.00	7772.00	19455.00
6	16255.00	3130.00	13125.00	8265.00	4860.00
7	17320.00	2585.00	14735.00	8810.00	5925.00
8	18685.00	1256.00	17429.00	10139.00	7290.00
9	22950.00	1195.00	21755.00	10200.00	11555.00
10	38480.00	1720.00	36760.00	9675.00	27085.00
11	44375.00	2460.00	41915.00	8935.00	32980.00
12	46630.00	3265.00	43365.00	8130.00	35235.00
Totals	321,755.00	32,822.00	288,933.00	103,918.00	185,015.00

Financial Outlook:

Solid Gold Resource Center expects a 100% growth rate in our second year, and a 70% growth rate in our third year. Expecting a net income of $185,000.00 in our first year, $370,000.00 in our second year and $620,000.00 in our third year. We expect that by year three we may out grow our current facility and look to open a second location.

Mariposa County Business Assistance Loan Program

Applicant's Information	
Applicant's Name: Kymberli Frederick-Arms Co-Applicant's Name: Jeffrey Blalock DBA: Solid Gold Resource Center	Business Age: months (9/01/2022) 11 months
Address: [redacted]	Business Legal Structure: General Partnership
County: Mariposa	Business Type: Laundry Services
Contact: Kymberli Frederick-Arms	Annual Business Revenue: $321,755 (2023 projected)
Phone: [redacted] Phone (2):	NAICS: 812330
Email: Kym@SolidGoldResourceCenter.com	Is the Business Considered Essential: N/A
Website:	U.S. Citizen: Yes
Application Date: 2/28/2023	Has the Business Filed Bankruptcy within the past 3 yrs: No
Dollar Amount of Loan Request	
$50,000	
Use of Funds	
• Purchase Inventory/Materials	$ 5,500
• Purchase Equipment/Machinery	$10,500
• Tenant Improvements	$33,250
• Working Capital	$ 750

Review of Submitted Documents to Support Loan Request

Business Description:

Solid Gold Resource Center operates as a provider of laundry and linen services, retail supplies and rental equipment for cleaning services, guest gifts basket delivery, meal delivery, personal shopper, and related services to tourism-based operators (vacation rental homeowners, property management companies, and cleaning service companies) in the greater Mariposa area. Hours of operation are 7 days a week, from 10:00am to 4pm. Solid Gold Resource Center is a General Partnership between Kymberli Frederick-Arms and Jeffrey Blalock.

Valid business FBN and proof of payment of taxes, including TOT:

Fictitious Business Name (FBN) Statement, dated November 17, 2022 was provided for review. Business licenses are not issued in Mariposa County. The registrants listed are Kymberli Frederick-Arms and Jeffrey Blalock. A General Partnership Agreement for Solid Gold Resource Center, GP, dated September 2, 2022 was provided for review.

Credit History:

Kymberli Frederick-Arms – an Experian credit report was obtained on 7/26/2023 [redacted] There is a past due amount of $2,129. The trade payment status showed eight paid trades, seventeen satisfactory trades, five previously delinquent/derogatory accounts, and four presently delinquent/derogatory accounts. Delinquency detail lists seventeen satisfactory, eighteen 30 days past due, twelve 60 days past due, and twenty 90+ days past due.

Jeffrey Blalock – an Experian credit report was obtained on 7/26/2023. The search showed no report. A second credit report was obtained 8/29/2023. The social security number listed on the loan application was

incorrect. The Experian credit report on 8/29/2023 [redacted] There is no past due amounts. The trade payment status shows 3 satisfactory reads.

Explain the intended use of the loan that may be provided by Mariposa County:

The loan will assist the applicant in building the operating capacity of the business. The proposed uses of funds list purchase of equipment/machinery - $10,500, purchase of inventory/materials - $5,500, tenant improvements - $33,250, and working capital - $750. A business plan was provided that described in general terms the business concept, services, and goals. Vendor information, name of products, types of tenant improvement, contractor information or quotations were not available for review.

What is the financial ability to pay payroll obligations and other operating expenses:

Financial information was limited to Projected Income prepared within the Business Plan. The chart was organized as 12-month – with categories of income, cost of goods, gross profit, operational costs and net income. No financial details were presented, just gross numbers. Income totaled $321,755, costs of goods of $32,822, gross profit of $288,933, operational costs of $103,918, and a net profit of $185,015.

Second year operation will grow 100% and third year will grow 70%. No financial assumptions, formulas, menu of fees, and calculations were submitted for review.

SUMMARY:

Strengths

- Knowledgeable of the tourism-based community
- Secondary source of income – as a bookkeeper

Weaknesses

- Limited financial resources available
- Lack of secondary financial support and weak collateral
- No historical revenues and payment ability
- Start-up business
- One partner with good credit history

If funding request approved, the following are suggested conditions (but not limited to):

1, Controlled disbursement, payment to be made directly to vendor(s) with a current invoice or purchase order or like documentation,

2. Evidence of contracts with clients (vacation rental homeowners, property management companies, cleaning service companies), and

3, Evidence of general business liability insurance.

By: Stanley Tom

Signature: Stanley Tom

Date: Aug 29, 2023

MARIPOSA COUNTY

Board of Supervisors

MEETING: September 19, 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

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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:
(I) 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:

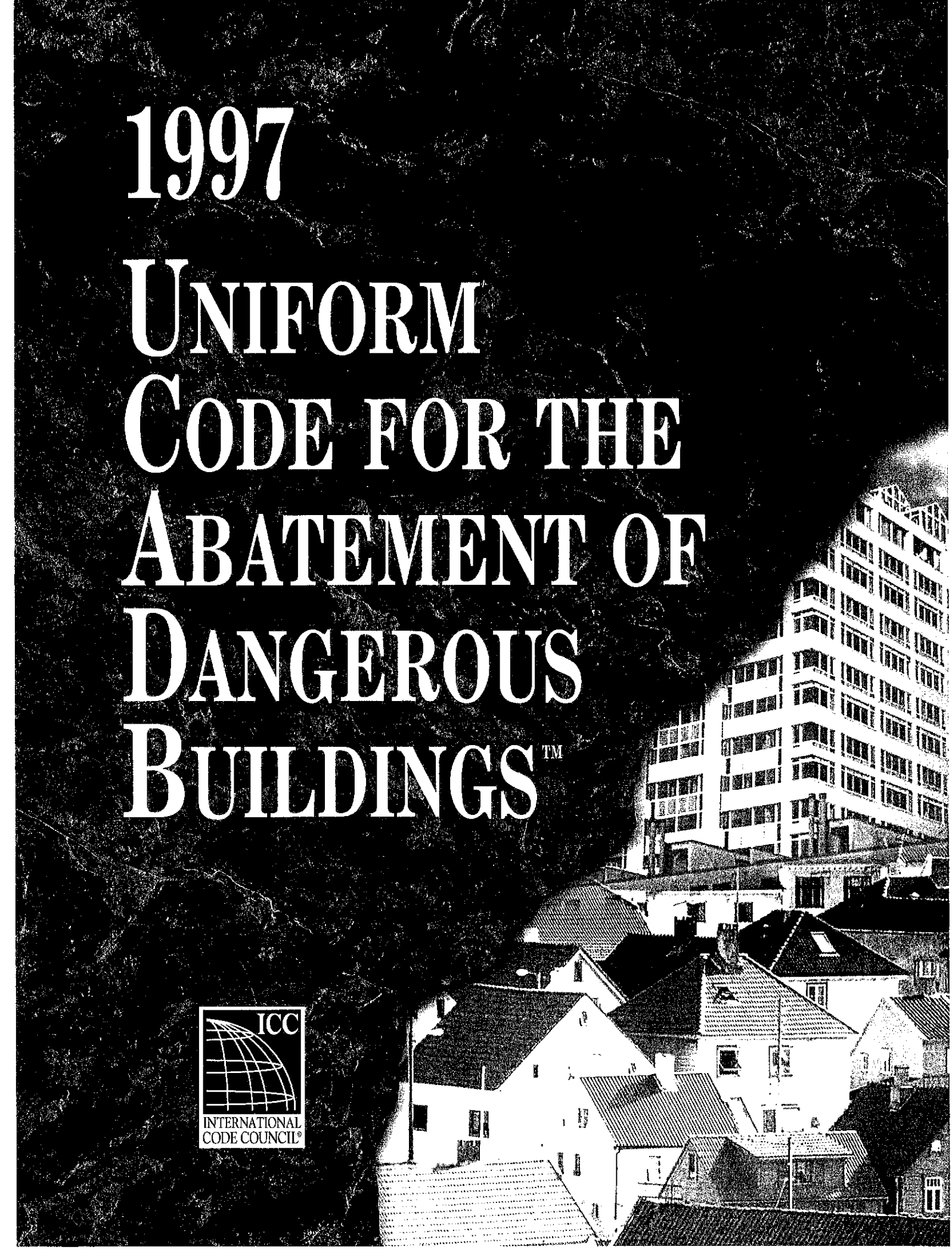
This Agreement may be executed in counterparts which, taken together, shall constitute one and the same Agreement.

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™



ICC
INTERNATIONAL CODE COUNCIL®

Attachment 2

CCAC Recommendation for Adoption of Uniform Code for Abatement of Dangerous Buildings

TABLE OF CONTENTS

Chapter 1 Title and Scope 1
Section 101 Title 1
Section 102 Purpose and Scope 1
Section 103 Alterations, Additions and Repairs 1

Chapter 2 Enforcement 3
Section 201 General 3
Section 202 Abatement of Dangerous Buildings 3
Section 203 Violations 3
Section 204 Inspection of Work 3
Section 205 Board of Appeals 3

Chapter 3 Definitions 5
Section 301 General 5
Section 302 Dangerous Building 5

Chapter 4 Notices and Orders of Building Official 7
Section 401 General 7
Section 402 Recordation of Notice and Order 7
Section 403 Repair, Vacation and Demolition 7
Section 404 Notice to Vacate 8

Chapter 5 Appeal 9
Section 501 General 9
Section 502 Effect of Failure to Appeal 9
Section 503 Scope of Hearing on Appeal 9
Section 504 Staying of Order under Appeal 9

Chapter 6 Procedures for Conduct of Hearing Appeals . 11
Section 601 General 11
Section 602 Form of Notice of Hearing 11
Section 603 Subpoenas 11
Section 604 Conduct of Hearing 11
Section 605 Method and Form of Decision 12

Chapter 7 Enforcement of the Order of the Building Official or the Board of Appeals ... 13
Section 701 Compliance 13
Section 702 Extension of Time to Perform Work 13
Section 703 Interference with Repair or Demolition Work Prohibited 13

Chapter 8 Performance of Work of Repair or Demolition 15
Section 801 General 15
Section 802 Repair and Demolition Fund 15

Chapter 9 Recovery of Cost of Repair or Demolition ... 17
Section 901 Account of Expense, Filing of Report 17
Section 902 Notice of Hearing 17
Section 903 Protests and Objections 17
Section 904 Hearing of Protests 17
Section 905 Personal Obligation or Special Assessment 17
Section 906 Contest 17
Section 907 Authority for Installment Payment of Assessments with Interest 17
Section 908 Lien of Assessment 17
Section 909 Report to Assessor and Tax Collector: Addition of Assessment to Tax Bill 17
Section 910 Filing Copy of Report with County Auditor 18
Section 911 Collection of Assessment: Penalties for Foreclosure 18
Section 912 Repayment of Repair and Demolition Fund 18

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 order 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 pursant 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, pursant to the provisions of this code, or in performing any necessary act preliminary to or incidental to such work or authorized or directed pursant 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

Mariposa County Code, Ordinance, or Resolution	**CCAC Recommendation**
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 2023-528

MEETING: September 19, 2023

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Approve Allocation of Two Senior Planner Positions and Eliminate One Deputy Director Allocation and One Planner II Allocation

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RECOMMENDATION AND JUSTIFICATION

Approve Allocation of Two Senior Planner Positions and Eliminate One Deputy Director Allocation and One Planner II Allocation.

The Planning Department recruited a Deputy Planning Director for over 6 months and, unfortunately, as a result of the interview process, there was one viable candidate who could not accept the position due to insufficient compensation, and the other candidates did not demonstrate sufficient experience to meet the core Deputy Planning Director job description requirements. However, there were candidates that did meet the Senior Planner requirements.

The Planning Director consulted with Human Resources and Administration staff regarding an alternative direction for staffing. The Planning Director is recommending a freeze of the Deputy position, and alternatively, re-allocating one Senior Planner position (that was underfilled with a Planner II) and allocating an additional Senior Planner position in lieu of a Deputy. It is contemplated that, given time, Senior Planner staff could gain the necessary experience to advance to a Deputy level in the future.

Currently, the Planning Department doesn't have sufficient mid-level professional staff for journey-level work and supervisory responsibilities. Due to mid-level manager staff disparity (lack of Senior Planners), functional assignments at a journey level and supervisory duties necessary for the conduct of Planning Department business cannot be given to other entry level or intermediate level staff and, consequently, fall on the Director. This creates capacity issues to advance the overall work program of the Department.

The functional service areas of the Department have expanded over time to include Community Design Development, GIS, and Code Compliance (in addition to the core functions of Current and Long Range Planning, as well as department administrative duties). Additionally, there is a significant Planning Department work program in the near term, including Code Compliance, Community Design Development projects, Housing Element Update, Development Code Update, Development Permitting Software (Tyler) project and ramping up for the 2026 General Plan update. The Planning Department work program warrants additional supervising staff. Therefore, Planning respectfully requests the allocations and will recruit internally for the two Senior Planner positions.

There is no projected impact for FY 23/24 to the County General Fund as sufficient funding is available through salary savings in the Planning Department budget.

BACKGROUND AND HISTORY OF BOARD ACTIONS

Per current policy, the Board of Supervisors reviews all personnel additions or changes to allocated positions.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Potential Negative impact on the ability to meet deliverables for the Planning Department functions due to lack of available staff at mid management level.

FINANCIAL IMPACT

There is no increase for FY 23/24 to the County General Fund as sufficient funding is available through salary savings in the Planning Department budget.

ATTACHMENTS

None

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District IV Supervisor Wayne Forsythe
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

Board of Supervisors

RESOLUTION - ACTION REQUESTED

MEETING: September 19, 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

County of Mariposa

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.

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.

~~EXPIRIENCE~~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.*~~Possession~~

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.*

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.

~~**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.~~

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~~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

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.

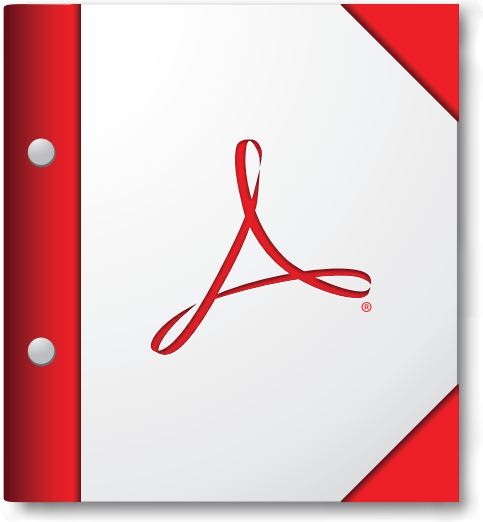
Operate a county vehicle safely.

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

MEETING: September 19, 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

County of Mariposa

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 2023-529

MEETING: September 19, 2023

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Approve Promotional Position Changes for County Fire Office Personnel

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RECOMMENDATION AND JUSTIFICATION

Approve Promotional Position Changes for County Fire Office Personnel

Mariposa County Fire has had an Office Technician (OT) and an Office Assistant I/II(OAI/II) for over 15 years. With only these two office personnel, the duties performed on a daily basis by these two positions account for all the responsibilities and duties of an Executive Assistant currently being performed by our Office Technician (OT), and the duties of an Office Technician being performed by our Office Assistant II(OAII).

Currently, our OAII performs the following duties as described as Office Technician duties: performing responsible administrative, clerical and/or clerical accounting work to support the operations of an assigned department - handling Orical invoice processing and multiple software programs such as but not limited to Firehouse to account for training and operational actives of the department. Assists supervisors (current OT and myself) with the planning and implementation of projects as assigned. I utilize her to help evaluate office and inter-departmental procedures and make recommendations for modifications as necessary to maintain efficient and effective office operations. With our new OAII coming into the office, she will help train and offer advice and assistance as needed. Provides assistance with and/or coordination of personnel functions of the assigned department, including but not limited to assisting with employee selection, conducting orientation, maintaining employee records, processing personnel paperwork, etc. Provides assistance with fiscal operations of the department, including but not limited to processing accounts payable and receivable, preparing deposits, assisting with budget preparation and monitoring, and preparing financial reports as required. Compose routine correspondence and reports and assists in the preparation of news releases. Researches and assembles supporting data for Board of Supervisors agenda items. Research and compiles information from a variety of sources for the completion of forms or preparation of reports. Enters and retrieves computer data; maintains databases; generates computer reports and/or spreadsheets. May provide administrative / clerical support for commissions, councils and committees as assigned. Establishes, organizes and maintains complex department filing systems. Types or word processes, prepares, processes, copies, files, distributes and/or transmits various records, reports, forms, correspondence, permits, licenses, and other documents. Proofreads and checks typed and other materials for accuracy, completeness and compliance with departmental policies and regulations. Answers the telephone and provides information and assistance to callers or forwards calls to appropriate staff people; takes messages as necessary; greets and assists office visitors. Performs routine administrative / clerical support work as required, that may include but is not limited to

scheduling meetings and appointments, copying documents, filing / retrieving files, faxing information, collating documents, maintaining lists and logs, ordering supplies and forms and maintaining supply inventory, and processing daily mail, etc.

Our current OT performs the following duties of an Executive Assistant as well as directly assists me as a department head and supervises our current OA I/II.
Provides highly responsible administrative, department-specific technical and clerical support to a department head and other professional staff and serves as the primary contact person for the office in the absence or unavailability of the department head. Reviews contracts, agreements, correspondence, grants, interdepartmental agreements, and other documents/special projects. Conducts research, provides supporting data for Board and other reports, and locates applicable ordinances, resolutions, regulations, statutes, relevant case citations, and other required information and data. Collects and maintains statistical data and prepares and submits statistical reports to me as a department head. Plans, organizes, and supervises daily activities in the department head's office. Schedules appearances, appointments, meetings, and acts as the liaison with the department and other departments/agencies as requested. Understands and complies with all laws, rules, and policies related to the specific department assignment. Review and delegates to our OAII department purchase orders and contracts for services and supplies in conformance with adopted policies before the department head's review/approval. Handles recruitment activities, coordinating internal and external interview panels, and coordinating the final hiring processes such as, but not limited to, reference checks, medical exams, and fingerprinting. Prepares ordinances and resolutions for the assigned department for review by the department head.
Is assigned supervisory responsibility, selects, assigns, trains, and evaluates. Assists with the departmental budget preparation and may be responsible for administration of the departmental budget; prepares billing statements and reimbursement claims for goods and services provided; maintains account balances; prepares payroll and salary actions; processes accounts payable and receivable.
Manage the revenue recovery program, if assigned; keeps track of revenues; bills other departments, special districts, courts, etc.
Recommends and assists in the implementation of goals and objectives; implements policies and procedures of the assigned department.
Performs general and confidential secretarial and administrative duties as needed, including but not limited to composing and preparing correspondence and reports, maintaining lists and logs, maintaining computer databases and files, conducting studies, researching and compiling information and data, maintaining files, etc.
Composes, types, edits, processes, copies, files and/or transmits various documents, including but not limited to correspondence, reports, rosters, memos, agenda items, resolutions, ordinances, contracts, etc. Receives and responds to inquiries, correspondence and requests for assistance from citizens, department heads, and various agencies. Manages personnel files in a highly confidential manner. If assigned, serves as the department's information systems manager/coordinator by handling our department's Facebook page. Oversees the preparation, maintenance, retention, and proper disposal of department records. If assigned, handles public and media inquiries.

County Fire is asking for Board approval to eliminate one of the OA I/II positions and replace it with an OT position, as well as change the current OT position to an Executive Assistant position. This will bring into line the appropriate position classifications for the duties/ responsibilities that have been and are currently being performed.

BACKGROUND AND HISTORY OF BOARD ACTIONS

Mariposa County Fire OA and OT have been performing the duties of an OT and EA for years. As the department continues to grow, so do the responsibilities and needs for these types of duties to continue. With such a small office staff, the OA and OT have not been recognized for the true duties they perform. I'm bringing this item forward to recognize their daily duties and to align those duties within the classifications set forth by the county.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

No promotion or classification adjustments. Employees may choose to work within their current classification, which will lead to the need to ask for these position classifications to perform these duties. The duties being performed are over and above current job classifications.

FINANCIAL IMPACT

Budget impact has been determined to be minimal and can be addressed during balancing adjustments in October.

ATTACHMENTS

1. **Office Technician_201910021100491721**
2. **Executive Assistant**

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District IV Supervisor Wayne Forsythe
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

County of Mariposa

OFFICE TECHNICIAN

DEFINITION

To provide a variety of administrative services in support of the administrative, fiscal and program areas of the assigned department; to perform highly responsible and complex clerical support duties; and to perform related duties and responsibilities as required.

DISTINGUISHING CHARACTERISTICS

Employees in this classification receive general supervision and perform administrative detail work. Incumbents are expected to perform at a high level of independence and responsibility with indepth knowledge of the programs, policies, and procedures of the deparment and work unit where assigned.

SUPERVISION RECEIVED AND EXERCISED

Receives general to minimal direction from assigned supervisory / management staff. Office Technicians report to a director of a large or medium sized department or to a Division Chief in a large department with multiple divisions.

EXAMPLES OF ESSENTIAL FUNCTIONS

Performs responsible administrative, clerical and/or clerical accounting work to support the operations of assigned department.

Assists supervisor with the planning, implementation and administration of department budget programs and projects as assigned.

Evaluates office and inter-departmental procedures and makes recommendations for modifications as necessary to maintain efficient and effective office operations.

Offers advice and assistance as needed to clerical staff.

Provides assistance with and/or coordination of personnel functions of the assigned department, including but not limited to assisting with employee selection, conducting orientation, maintaining employee records, processing personnel paperwork, etc.

Provides assistance with fiscal operations of the department, including but not limited to processing accounts payable and receivable, preparing deposits, assisting with budget preparation and monitoring, maintaining petty cash fund, and preparing financial reports as required.

Types or word processes routine and confidential documents from drafts, notes, dictated tapes or brief instructions, that may include various correspondence, reports, records, forms, agreements, contracts, resolutions, etc.; may compose routine correspondence and reports and assists in the preparation of news releases.

Researches and assembles supporting data for Board of Supervisors agenda items.

Provides information and assistance to County staff, other agency personnel, and the public, requiring the use of judgment and the interpretation of policies, procedures or rules; assists in coordinating office activities with those of other departments and agencies as necessary.

Researches and compiles information from a variety of sources for the completion of forms or preparation of reports.

Enters and retrieves computer data; maintains databases; generates computer reports and/or spreadsheets.

May provide administrative / clerical support for commissions, councils and committees as assigned.

Establishes, organizes and maintains complex department filing systems.

Types or word processes, prepares, processes, copies, files, distributes and/or transmits various records, reports, forms, correspondence, permits, licenses, and other documents.

Proofreads and checks typed and other materials for accuracy, completeness and compliance with departmental policies and regulations.

Answers the telephone and provides information and assistance to callers or forwards calls to appropriate staff person; takes messages as necessary; greets and assists office visitors.

Performs routine administrative / clerical support work as required, that may include but is not limited to scheduling meetings and appointments, copying documents, filing / retrieving files, faxing information, collating documents, maintaining lists and logs, ordering supplies and forms and maintaining supply inventory, and processing daily mail, etc.

EMPLOYMENT STANDARDS

Knowledge of:

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

County and department organization, policies and procedures.

Basic principles and methods of administration, personnel, staff development, fiscal and data processing management.

Modern office practices and technology, including record-keeping and filing systems, receptionist / telephone techniques, business letter and report writing, and the use of computers for word processing and database management, e-mail, fax, and document production equipment.

Methods of preparing and processing various records, reports, forms and other documents peculiar to assigned department or program.

Basic business arithmetic.

Financial record-keeping and reporting methods.

Professional / technical terminology peculiar to assigned department.

English usage, spelling, grammar and punctuation.

Safe work practices.

Ability to:
Understand, interpret and apply pertinent federal, state and local laws, rules and regulations, and County / department policies and procedures.

Perform a variety of analytical and administrative support duties and program development and implementation assignments.

Perform difficult and complex clerical duties in assigned unit.

Organize work, set priorities, meet critical deadlines and follow up on assignments with a minimum of direction.

Analyze clerical and administrative problems, evaluate alternatives and make sound recommendations.

Communicate clearly and concisely, both orally and in writing.

Understand and execute written and oral instructions.

Exercise sound, independent judgment and initiative within established guidelines.

Compose routine correspondence and reports independently or from brief instructions.

Research and compile a variety of information and materials.

Establish and maintain effective record-keeping systems and files.

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

Use computers effectively for word processing and database and records management, e-mail, and specific programs unique to department.

Safely operate office equipment.

Type or word process accurately at a rate required for successful job performance.

Perform required mathematical computations with accuracy.

Perform work effectively despite frequent interruptions and the pressure of deadlines.
Establish and maintain effective working relationships with those contacted in the course of work.

Respond appropriately, effectively and promptly to the needs of internal and external customers.

TYPICAL WORKING CONDITIONS

Work is performed in a normal office environment.

TYPICAL PHYSICAL REQUIREMENTS

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

MINIMUM QUALIFICATIONS

Experience:

Four years of increasingly responsible secretarial or clerical administrative experience, including assignments requiring a working proficiency in the use of a computer, using spreadsheets, e-mail, and data based software, and extensive public contact, equivalent to an Office II in Mariposa County.

OR

Two years of experience as a Senior Office Assistant with Mariposa County.

Education:

High school diploma or GED equivalent, preferably including classes in typing, bookkeeping and related subjects. Completion of at least 30 units of college level course work in public or business administration, computer science or closely related field.

Substitution:

An additional year of qualifying experience may be substituted for the 30 units of college level course work.

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.

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: 12/03 (B/S 03-466)
Revision Date: 02/06 (B/S Res. 06-73); 08/07 (B/S Res. 07-394); 10/17 (B/S Res. 17-676)

EXECUTIVE ASSISTANT

DEFINITION

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

DISTINGUISHING CHARACTERISTICS

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

SUPERVISION RECEIVED AND EXERCISED

Receives direction from a department head or higher.

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

EXAMPLES OF ESSENTIAL FUNCTIONS

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

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

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

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

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

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

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

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

Handles recruitment activities, either on a County-wide basis or for a department's internal hiring processes including posting of vacancies, coordinating internal and external interview panels, and coordinating the final hiring processes such as, but not limited to, reference checks, medical exams, and fingerprinting,

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

Prepares ordinances and resolutions for the assigned department for review by the department head.

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

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

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

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

Performs general and confidential secretarial and administrative duties as needed, including but not limited to composing and preparing correspondence and reports, maintaining lists and logs, maintaining computer databases and files, conducting studies, researching and compiling information and data, maintaining files, etc.

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

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

If assigned, review Coroner reports for accuracy and completion; files and follows up on all Coroner cases; competes and processes death/amendment certificates.

Process and issue a variety of permits.

Manage personnel files in a highly confidential manner.

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

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

If assigned, serves as the recruiter or recruitment coordinator.

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

If assigned, handles public and media inquiries.

May perform Notary Public duties.

Performs related duties as assigned.

EMPLOYMENT STANDARDS

Knowledge of:

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

County and department organization, policies, and procedures.

Basic recruitment and hiring practices and procedures.

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

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

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

Letter writing, basic report procedures, and office practices and procedures.

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

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

Basic accounting and bookkeeping practices.

English usage, spelling, grammar, and punctuation.

Safe work practices.

Public/client relations techniques.

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

Handle recruitment and selection processes.

Use initiative and sound, independent judgment within established guidelines.

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

Provide training and supervision as assigned.

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

If assigned, notarize documents for County departments.

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

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

Communicate clearly and concisely, both orally and in writing.

Understand and execute written and oral instructions.

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

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

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

If assigned, processes state and local criminal history requests.

Research, write, and assist in administering grants.

Work with sensitive, confidential, and privileged topics.

Use computers and other electronic devices effectively.

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

Type dictation or perform speed note taking with accuracy.

TYPICAL WORKING CONDITIONS

Work is performed in a normal office environment.

TYPICAL PHYSICAL REQUIREMENTS

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

MINIMUM QUALIFICATIONS

Experience:

Six years of increasingly responsible secretarial/administrative experience, three years of which must be at an executive secretarial level preparing a variety of complex documents with exposure to budgeting and personnel administration.

Education:

A High School diploma or 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.

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

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED

MEETING: September 19, 2023

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Approve the Amendment to Sheriff's Security Officer Job Description

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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~~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 19, 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**

County of Mariposa

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

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

May receive lead direction from Senior Plan Checker/Inspector.

~~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; f~~F~~our 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.*

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.~~

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~~

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~~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~~ acknowledgment 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

MEETING: September 19, 2023

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Receive a Presentation on the Enterprise Resource Planning (ERP) Listening Tour Takeaways and Action Items

---

RECOMMENDATION AND JUSTIFICATION

Receive a Presentation on the Enterprise Resource Planning Listening Tour Takeaways and Action Items.

On August 15, 2023, the Board received a presentation on the Enterprise Resource Planning (ERP) system in Oracle. The presentation identified known challenges, opportunities, successes, and action items for the project.

During the discussion that followed, it became clear that there were complaints of which the ERP team had not been made aware. In addition, staff discussed a plan to return to each department to interview key employees or "super users" in each department to learn about their experiences first hand. It is a best practice to return to super users periodically to learn more about how they are using Oracle, suggestions for improvements, their challenges and successes, and the circumstances under which they are maintaining shadow systems to track information that they are entering in Oracle.

For both of these reasons, the intended listening tour was accelerated in order to learn from the super users.

Cindi Jacobsen and Leigh Westerlund completed the tour of 16 of 18 departments, omitting only the Auditors and Administration due to their leadership role in the ERP project. This agenda item is intended to go over the key takeaways and action items following the tour.

BACKGROUND AND HISTORY OF BOARD ACTIONS

Mariposa County went live with the Oracle ERP database on July 1st, 2021.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

No action requested

FINANCIAL IMPACT

No action requested

ATTACHMENTS

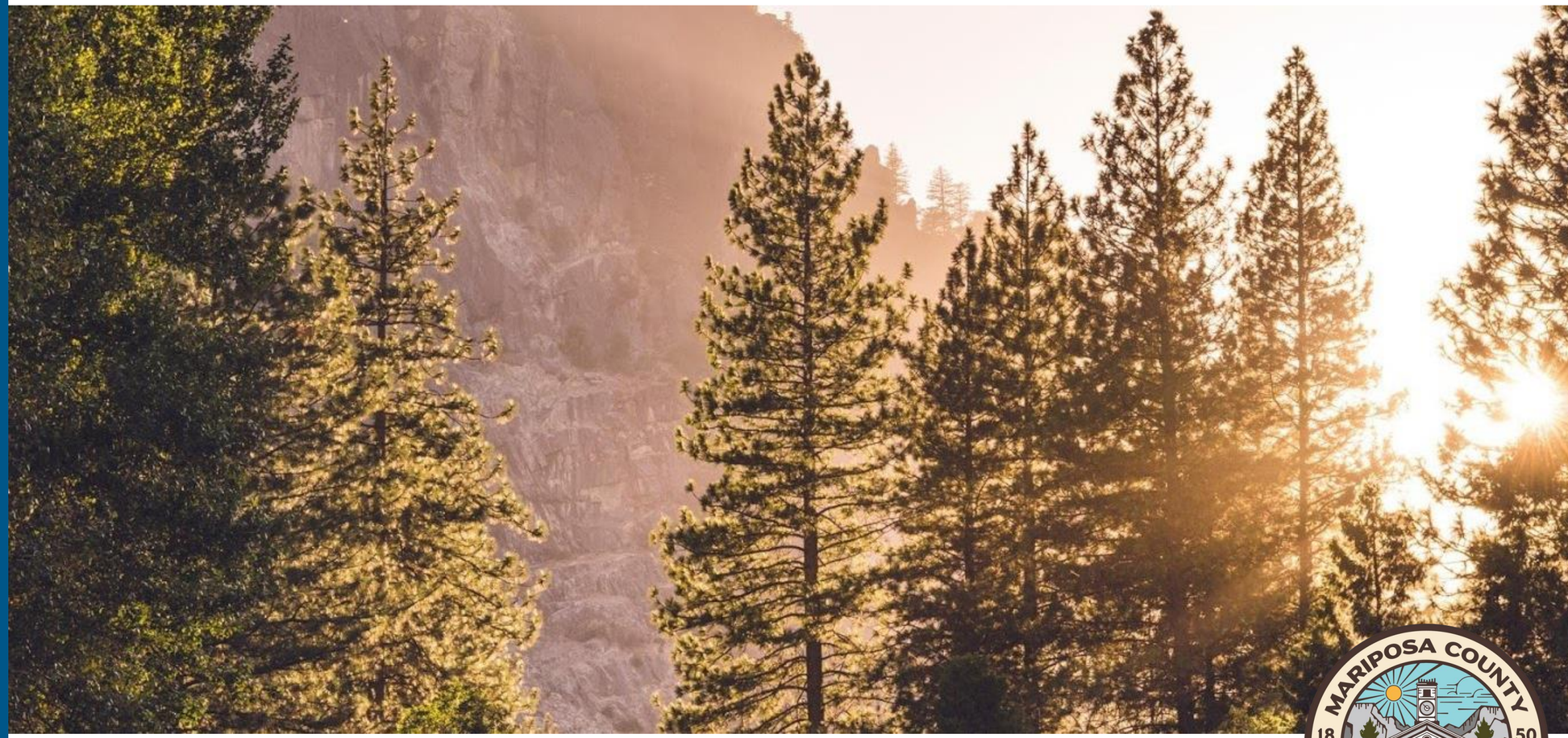
1. **ERP Listening Tour Presentation 9.19.23**

ENTERPRISE RESOURCE PLANNING ERP

LISTENING TOUR KEY TAKEAWAYS

AGENDA

- What we heard
- What we are doing about it
- Other factors
- Our plan to address other factors
- Costs
- Shout out!



ANALOGY FOR ORACLE PROJECT







GENTLEMEN'S ORDINARY, 2½ O'CLOCK.

WEDNESDAY, January 18, 1860.

SOUP.
Potage, au Puree de Pois.

FISH.
Cod Fish, Egg Sauce.

BOILED.

Leg Mutton and Capers. Sugar Cured Hams.
Corned Beef with Cabbage. Chickens, Oyster Sauce.

SIDE DISHES.





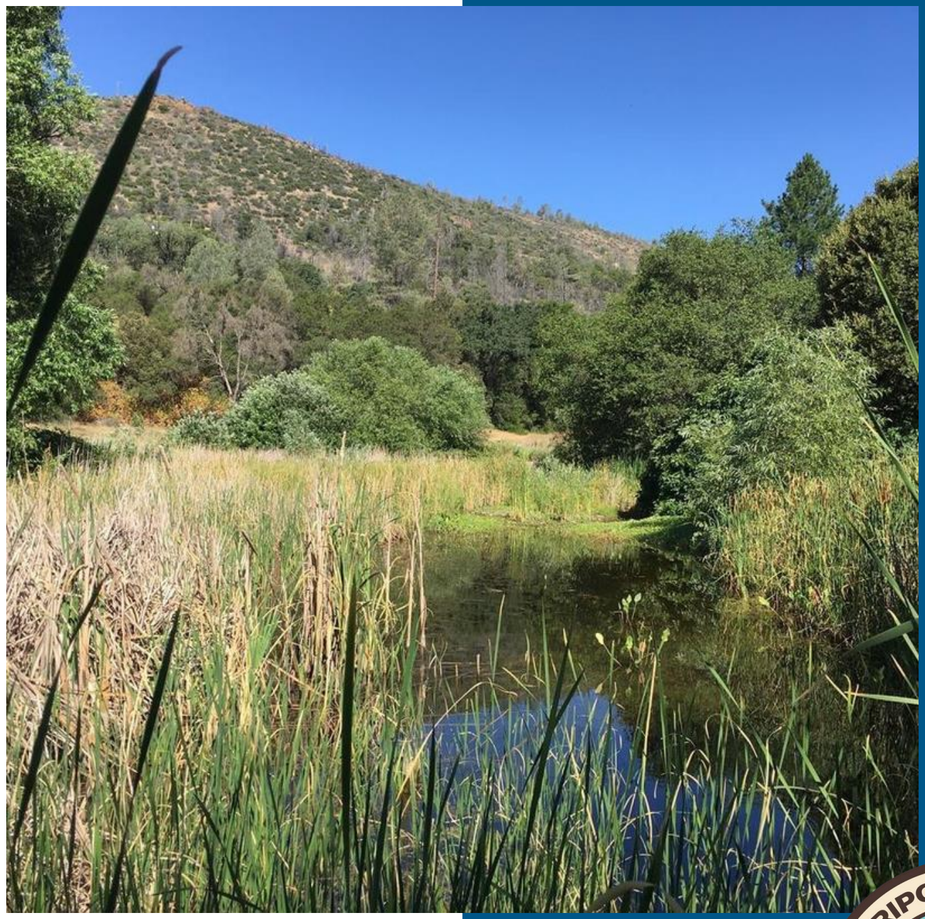


LISTENING TOUR

- Met with 16 departments (all but Administration and Auditors)
- ~40 people
- Questions included:
  - What do you enter into Oracle and then another system for tracking purposes?
  - What do you miss about AS400?
  - What do you like about Oracle?
  - What frustrates you about Oracle?
  - Etc.

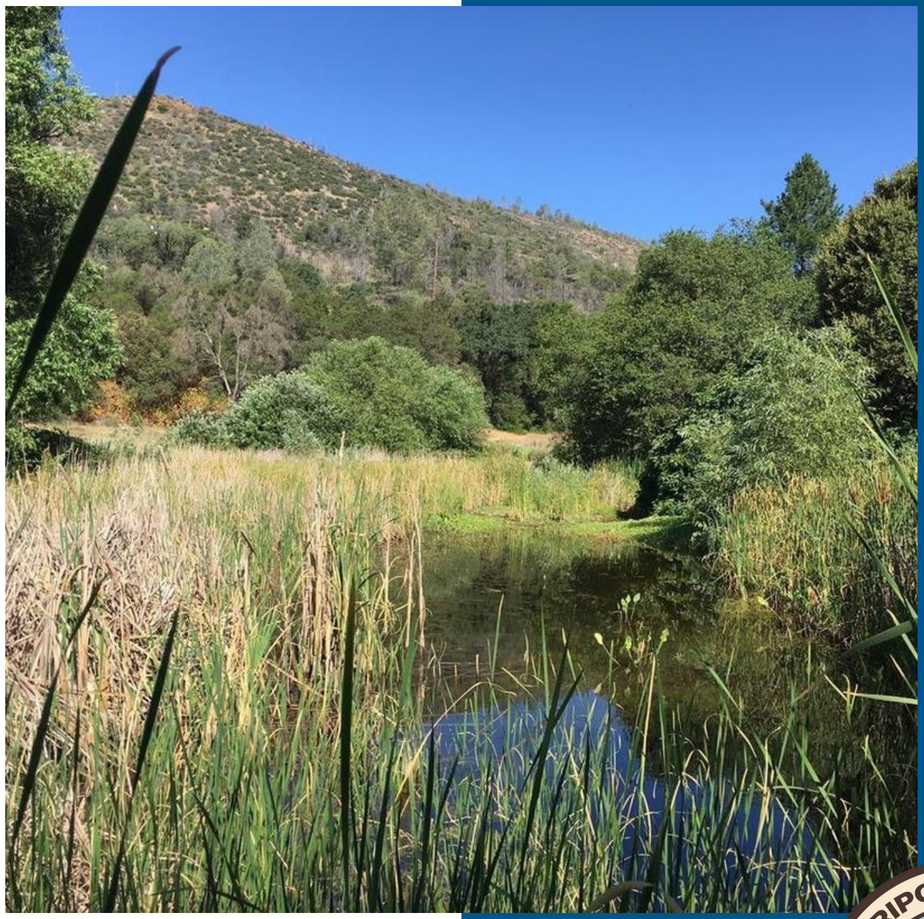
KEY TAKEAWAYS

- Direct correlation between mastery and satisfaction
- 8 departments use basic functions
  - Satisfaction – okay to really good
- 7 departments have higher engagement and higher mastery
  - Satisfaction – really good
- 2 departments trying to utilize more complex functions, encountering challenges, and therefore frustrated – in some cases extremely so
- Departments that ask for help and push to find solutions in Oracle experience higher satisfaction with the system



EPM Budget - Requested budget creation	3.71	Good
EPM Budget Narratives	3.25	OK
EPM Budget Reporting	3.29	OK
Employee Information Access	3.29	OK
Expenses - CalCard transactions and personal expense reimbursements	3.73	Good
Performance evaluations	3.05	OK
Supplier management	3.53	Good
Contract management	3.75	Good
Purchase Orders	3.75	Good
Invoices	3.76	Good
Projects and projects management	2.78	Not Good
Journals	3.15	OK
Approval processes - workflows	3.43	OK
Time entry	3.64	Good
Timecard management and approvals	4.00	Good
ERP Reports	3.21	OK
Budgetary Control	3.14	OK
General Accounting	2.95	Not Good

1	Terrible
2	Not good
3	Okay
4	Good
5	Outstanding



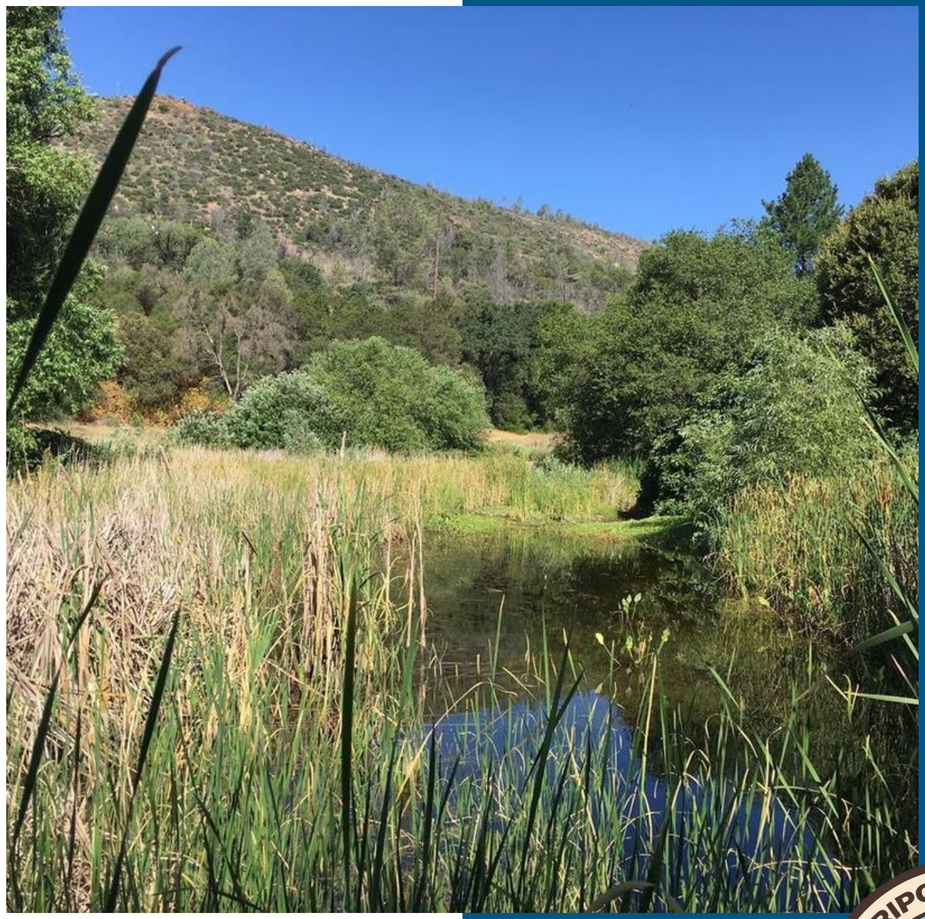
SURVEY

TYPES OF FRUSTRATIONS WITH ORACLE

- Annoying Oracle Quirks
  - Search function works differently in different places
  - Requires data that Mariposa County does not use
  - Payroll time type on timecards not in priority order

- Data analysis – problem-solving
  - Yearly report not just the sum of the quarterly reports
  - Projects disappearing from timecard because they were end-dated

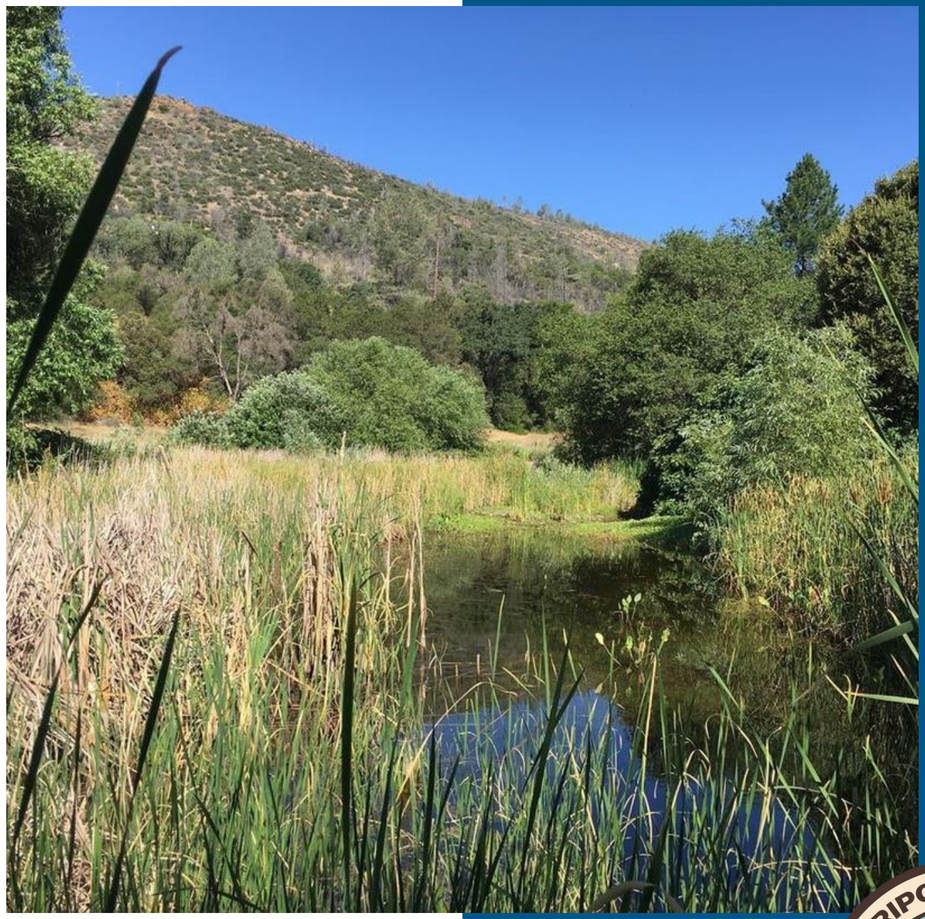
- Issues requiring Oracle configuration adjustments
  - Inability to see the reason for an expense rejection
  - Payslips are confusing
  - Source Agreement description is not visible in search



OTHER TYPES OF FRUSTRATIONS

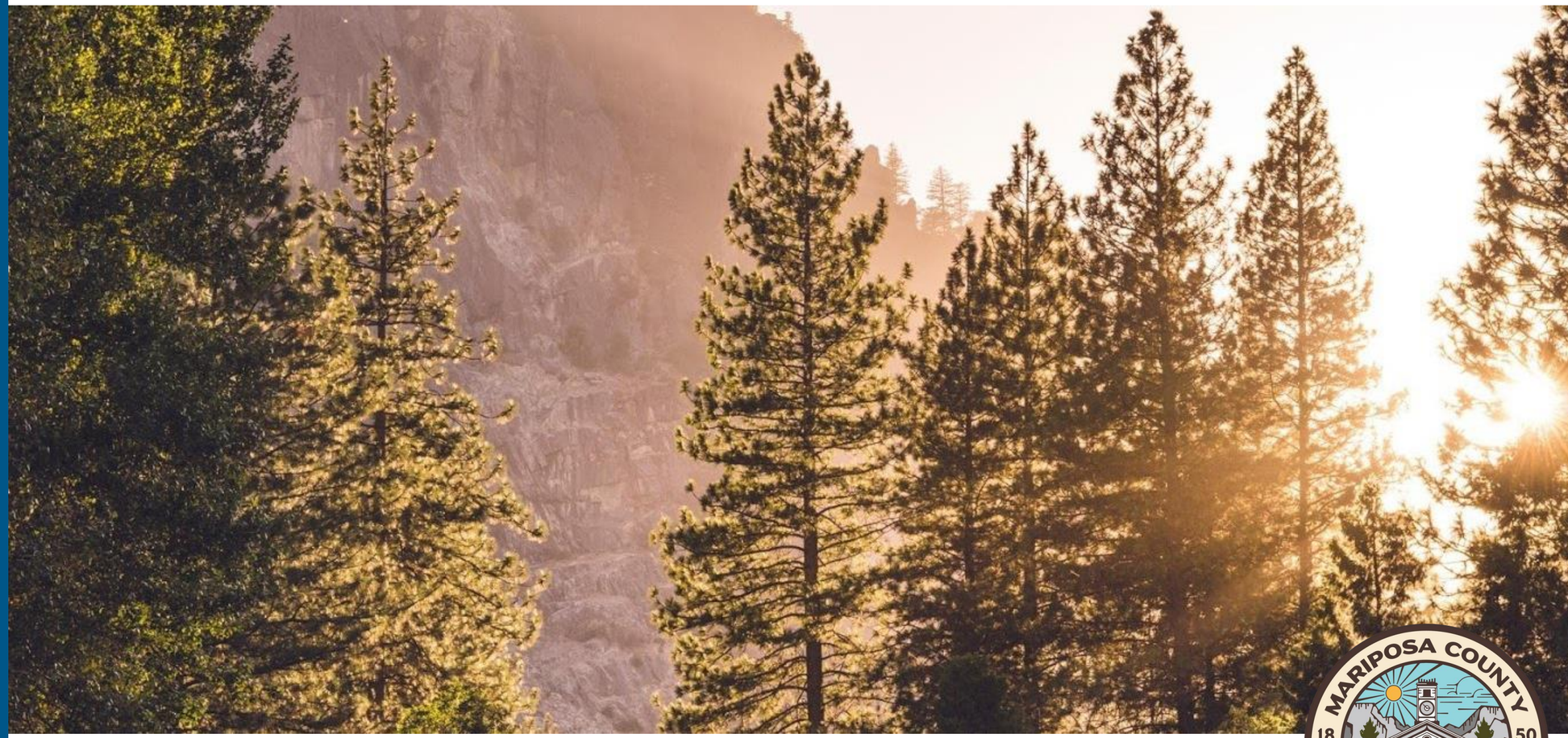
COMMONLY ASSOCIATED WITH ORACLE BUT NOT ORACLE ISSUES

- New contract requirements
- W9’s need to be current
- Google map required when requesting mileage reimbursement
- Performance review questions are redundant and inconsistent with the job being evaluated
- Auditors office responsiveness impaired
- Still using AS400 for cash receipts



AGENDA

- What we heard
- What we are doing about it
- Other factors
- Our plan to address other factors
- Costs
- Shout out!



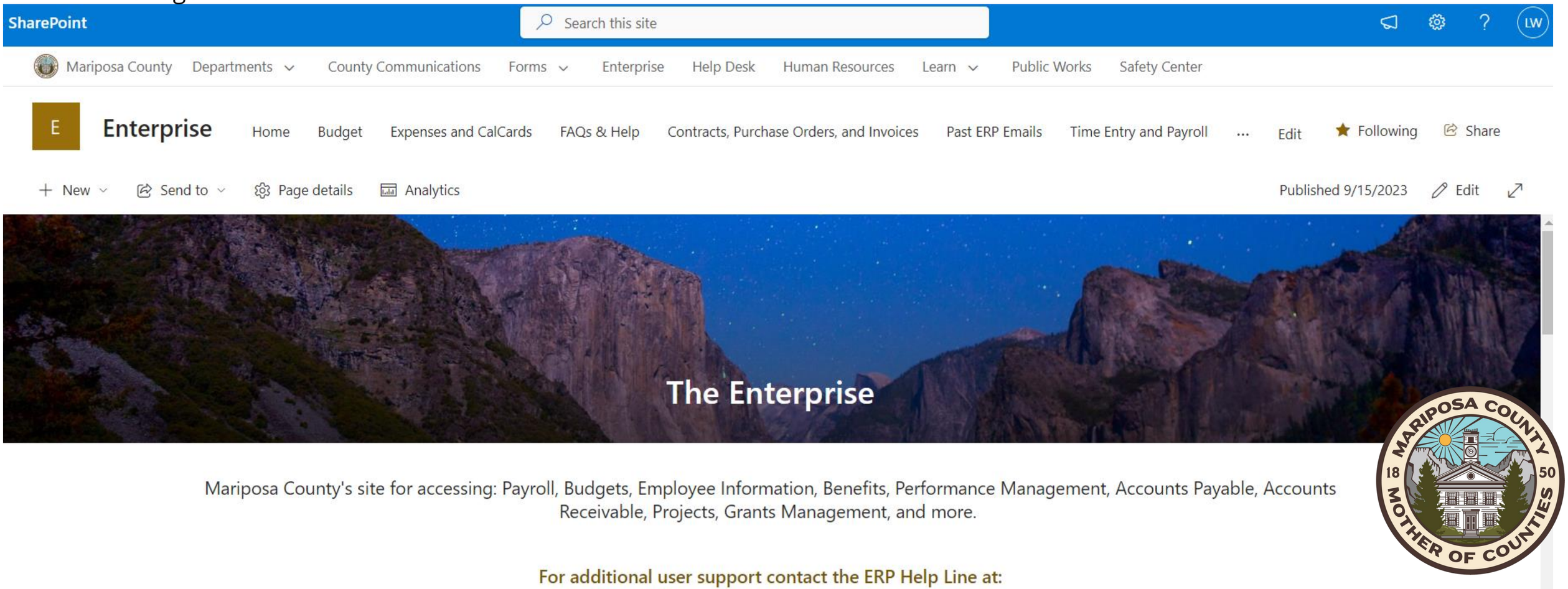
WHAT ARE WE DOING ABOUT IT

01 Training
- Reports
- Excel
- Project management

02 Reports
- Budget to Actual comparison
- Contract spending

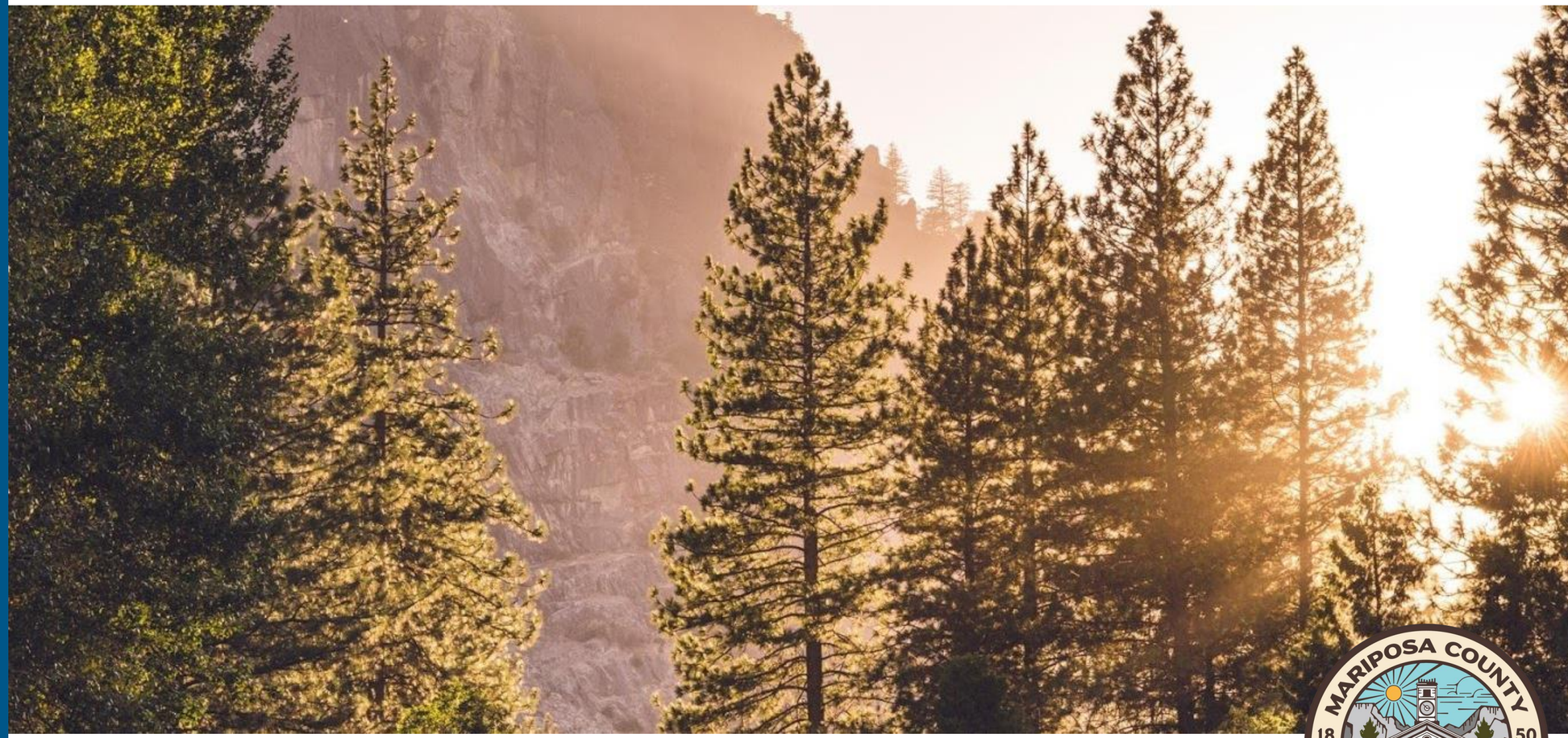
03 Guides / How-to Videos
- Delete old
- Review and update
- Reorganize site

04 Responsiveness and Engagement
- Actively respond to the ERPhelpline
- Visit departments more often
- Tailor trainings to meet identified needs



AGENDA

- What we heard
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ANALOGY FOR ORACLE PROJECT







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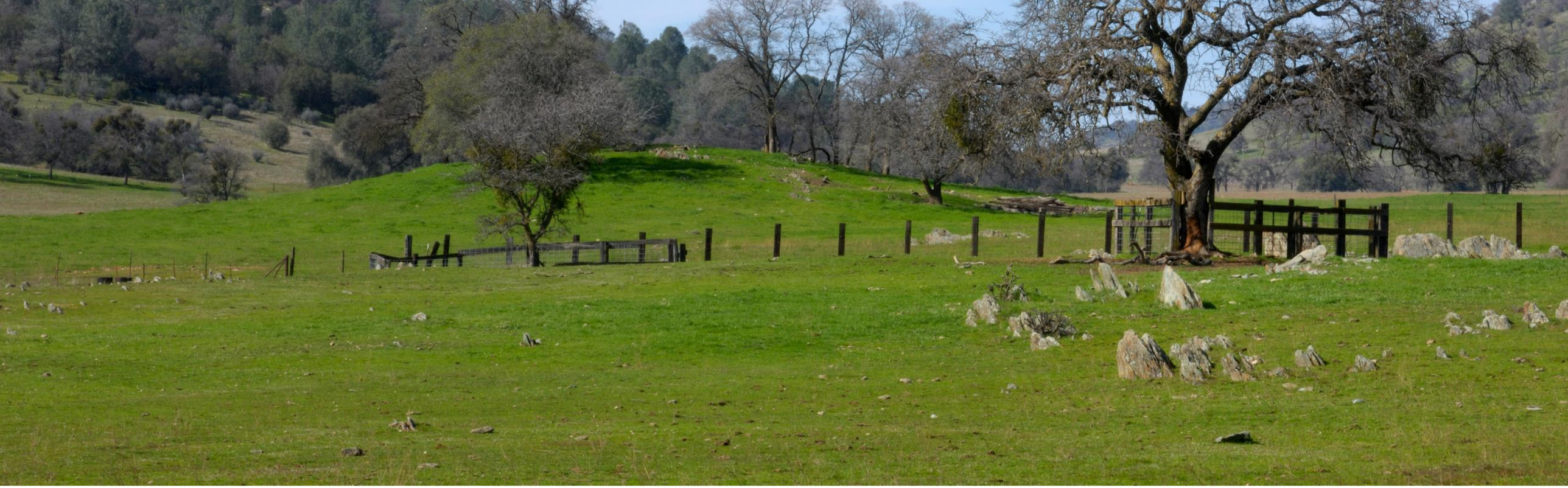
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SIDE DISHES.





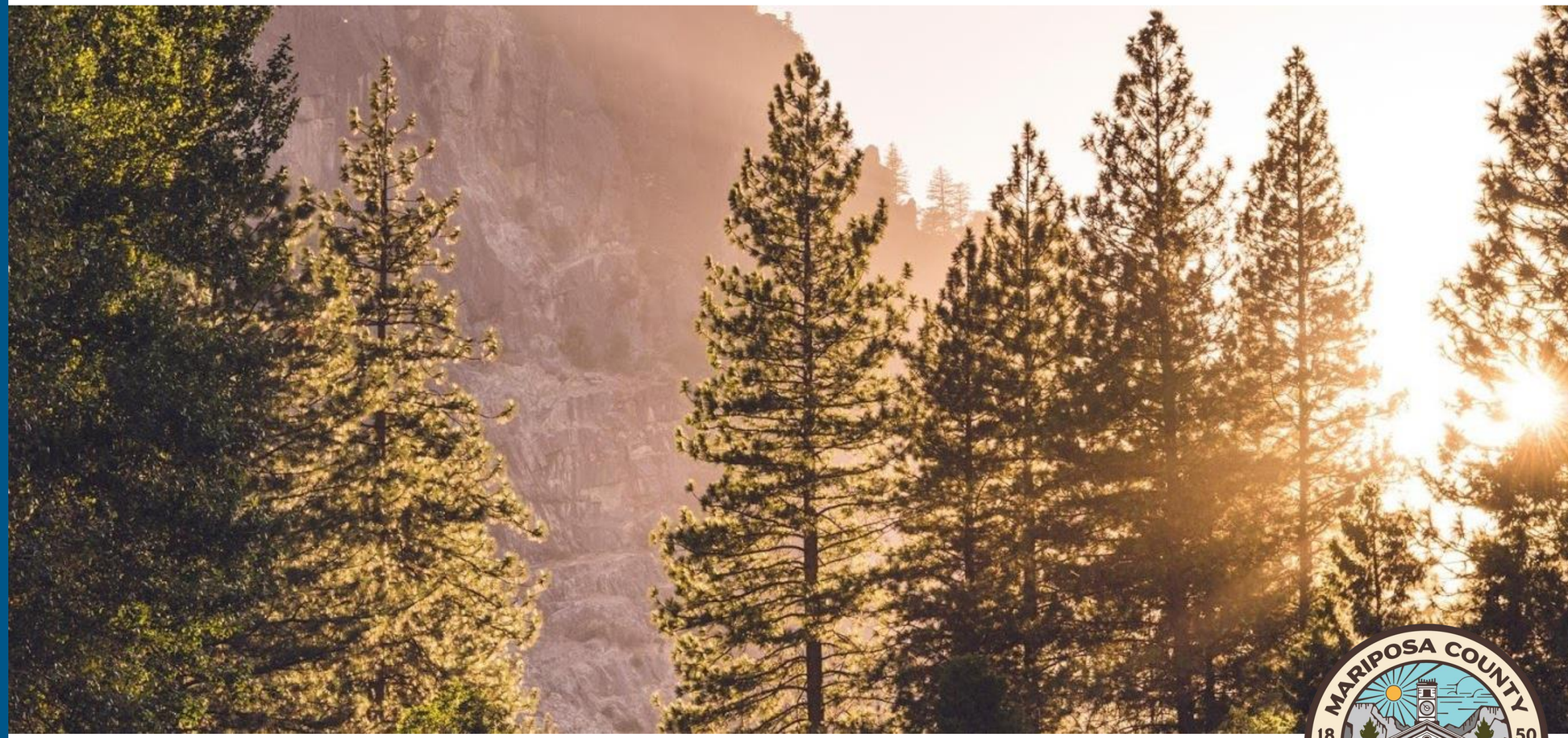


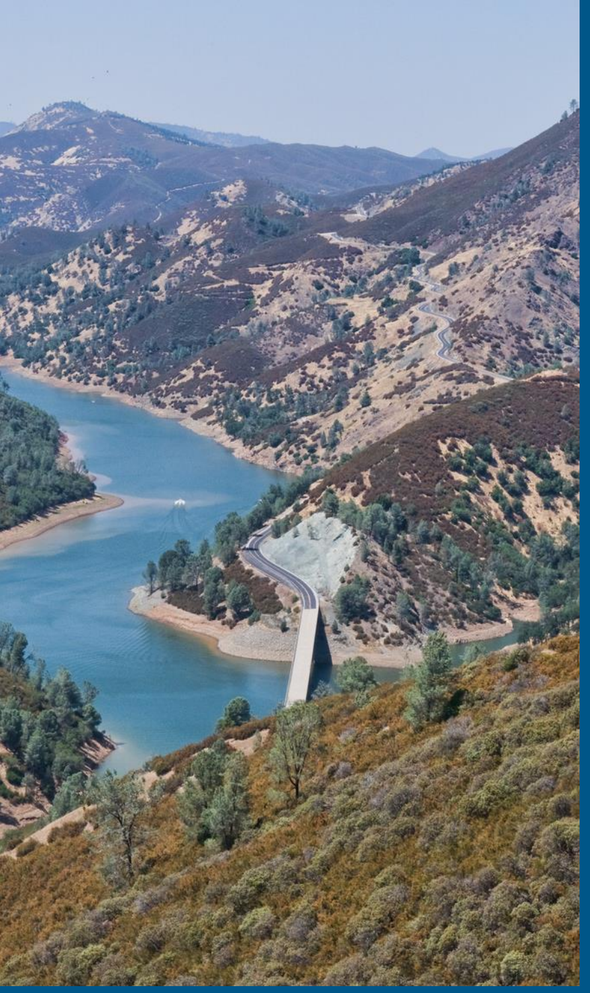
OTHER FACTORS

- Audited financials not completed for FY22
- Cost plan not completed for FY24
- Beginning fund balances not ready for FY24
- Adopted FY23 budget not submitted

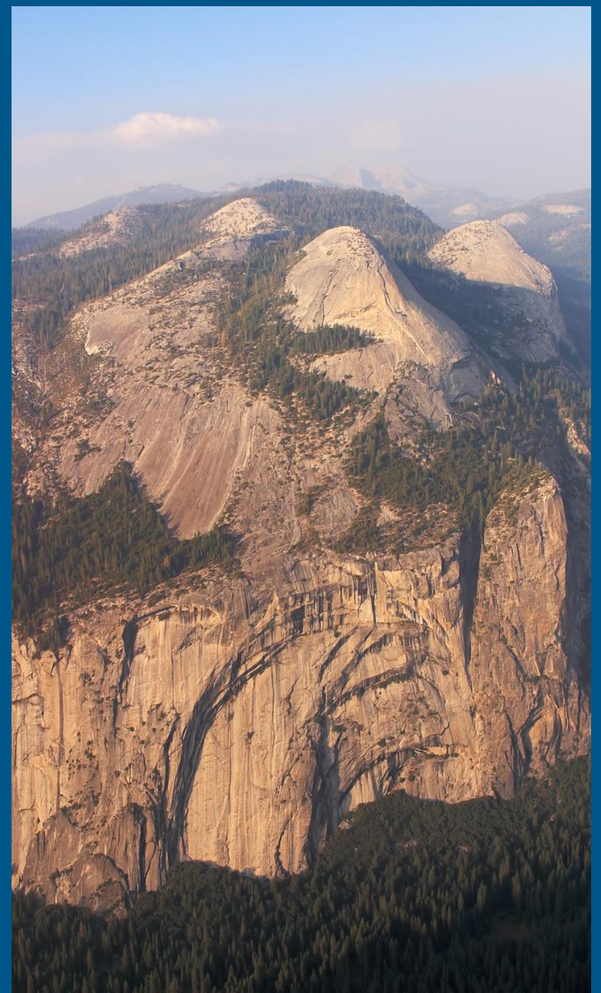
AGENDA

- What we heard
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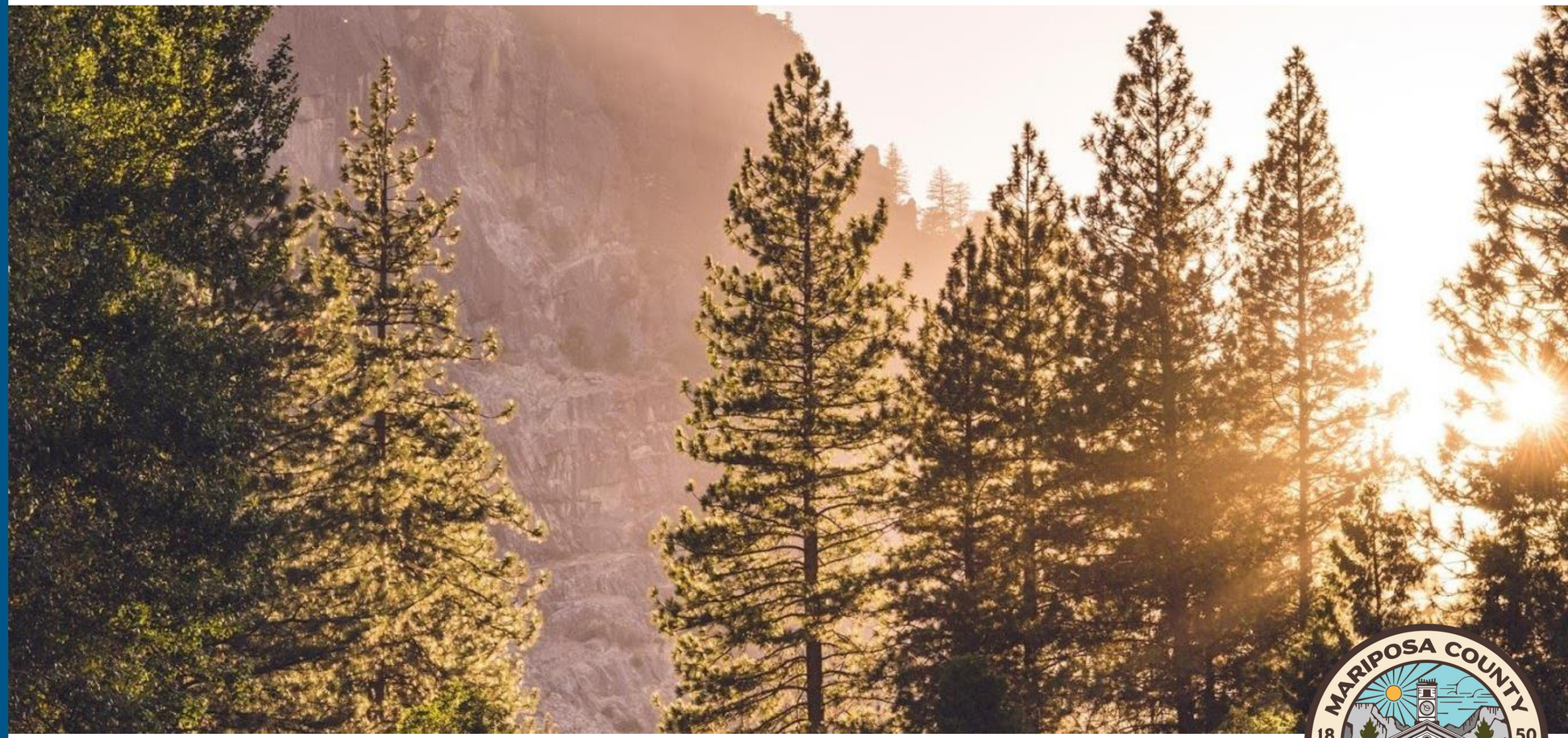
PLAN TO ADDRESS OTHER FACTORS



1. Pull staff from other departments
2. Contract with an accounting firm
3. Fill vacancies as soon as possible
4. Contract with other county leaders with experience in Oracle
5. Dedicate all Graviton managed services hours to addressing the Other Factors

AGENDA

- What we heard
- What we are doing about it
- Other factors
- Our plan to address other factors
- Costs
- Shout out!



COSTS

Implementation Consultants - Graviton

- On budget and on time
- 15 month implementation
- HCM, ERP, and EPM all at once
- $60,000 added due to last minute change back to old payroll practices

$1,690,002

Managed Services - Graviton

- Expertise in all Oracle modules
- Expertise in associated business practices
- Emphasis on training to minimize future managed services requirements

$275,012 to date

Other Bids – 7 Total

- $871,000 lowest for a newer version of AS400 – ultimately withdrew proposal
- $1,900,000 next lowest
- $5,000,000 highest

Oracle Software

- $278,845 / year – first 3 years
- $350,279 / year – next 5 years

$924,104 to date

Staff Support

- Cindi Jacobsen
- Matt Rouse
- Nicole Buttici-Weston
- Super users in departments

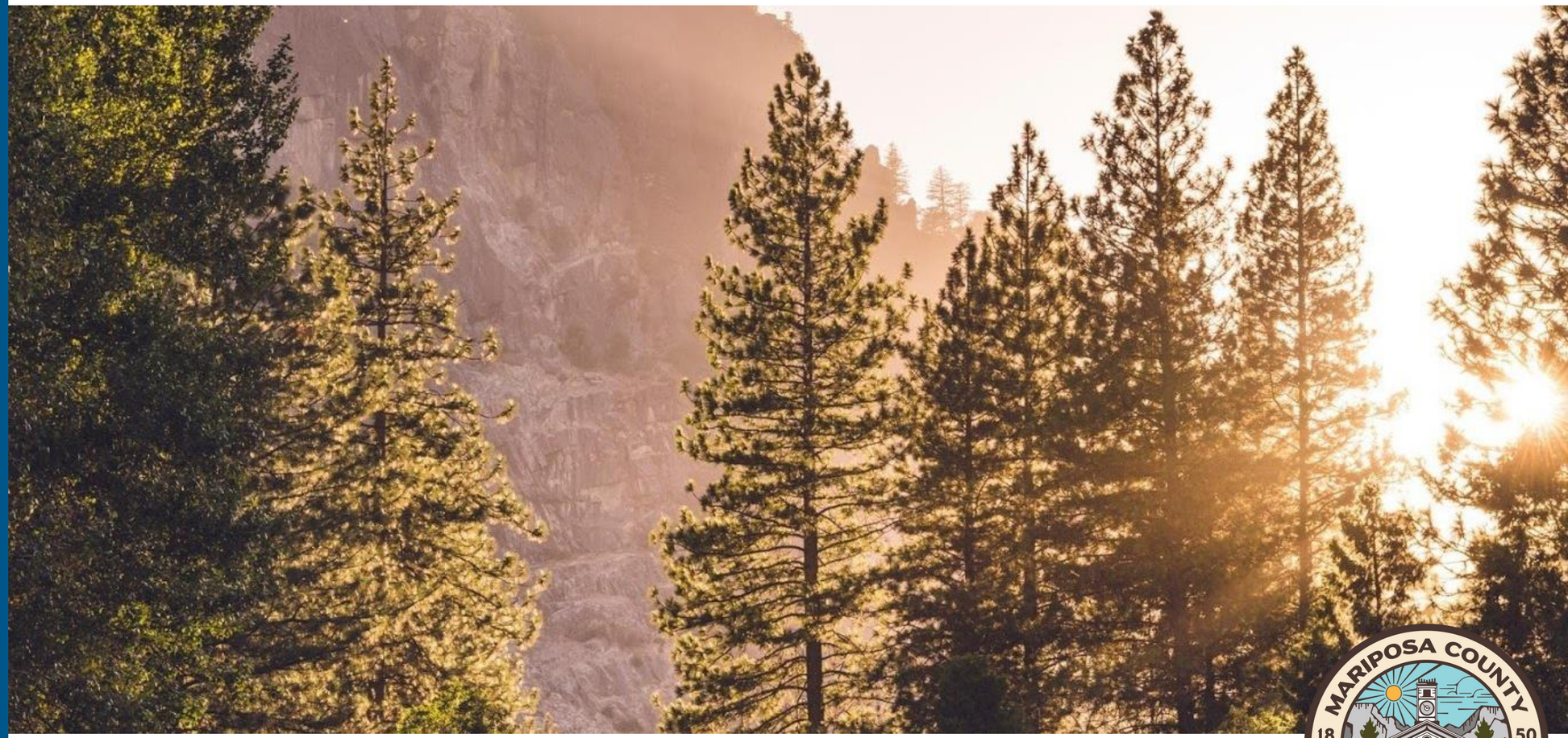
PRICELESS





AGENDA

- What we heard
- What we are doing about it
- Other factors
- Our plan to address other factors
- Costs
- Shout out!



SHOUT OUT TO REBECCA RAMIREZ

- Smart
- Hard worker
- Integrity
- Truly wants what is best for Mariposa County
- Detail-oriented
- Knowledgeable – CPA
- Responsible
- Sense of humor
- Caring

WE APPRECIATE YOU



THANK YOU



QUESTIONS?

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-530

MEETING: September 19, 2023

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Approve a Request for Qualifications for a Countywide Organizational and Operational Review

---

RECOMMENDATION AND JUSTIFICATION

Approve a Request for Qualifications for a Countywide Organizational and Operational Review.

Mariposa County is a general law county with a commission form of government. Through eighteen departments, the County delivers hundreds of services to the public to improve their quality of life. Some of those services are the result of state or federal mandates, previous or current grant funding, or past and/or current public interests. Some are new and innovative, some we picked up because other counties were doing it or it seemed like a great thing to do at the time, and others have been engrained as "the way we have always done things" for a long time.

With all of the good services that are being provided, it is important to check to see if there are better or best services that could be provided alongside or instead of current offerings. Services need to be community-centric and aligned with public priorities; delivered as efficiently, effectively, and equitably as possible; and sustainable with available staff and resources.

September 9 marked 173 years since Governor Peter Burnett signed the law creating Mariposa County. As we begin our 174th year of operation, and in concert with the community survey, strategic plan update, and other similar efforts currently underway, it may be time for a checkup-- our first holistic organizational review in memory and possibly ever.

This item would approve a Request for Qualifications (RFQ) for firms or individuals able to conduct a thorough checkup of County services, operations and structure. Specifically, the RFQ asks for proposals to do the following:

- Study each department's structure, function, and services.
- Identify why services are provided and the level of service being given.
- Evaluate processes that require multiple departments and diagram those workflows.
- Work with the Board of Supervisors to identify services that may need to be added, increased or diminished, or stopped altogether.
- Identify ways services can be streamlined, centralized, or otherwise provided with greater efficiency and effectiveness.
- Identify performance measures that can be used to provide ongoing evaluation of services and

more accountability for services to the public.
- Recommend how to best organize and apply our workforce to deliver priority services to our community.

It is important to note that this study is not intended to reduce the number of positions in the County. Instead, it aims to ensure that staff are able to focus on delivering the highest priority services for our community in the best possible way. By eliminating some lower priority services and evaluating the best way to organize ourselves, it is anticipated that the recommendations from this study will make it easier for staff to do things that make life better for everyone in Mariposa County-- but there is plenty of work to go around.

Objective 3.1 of the Mariposa County Strategic Plan directs staff to, "review and optimize business processes and organizational structure." Based on this direction, staff recommends approval of this item.

BACKGROUND AND HISTORY OF BOARD ACTIONS

Objective 3.1 of the Mariposa County Strategic Plan directs staff to, "review and optimize business processes and organizational structure." In discussions about the draft update to the strategic plan, this item remains included as a priority project.

In 2022, the Board allocated $200,000 of State and Local Fiscal Recovery Funds (SLFRF) to support this study. This amount is included in the Fiscal Year 2023-2024 budget allocated earlier this year.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

FINANCIAL IMPACT

$200,000 of State and Local Fiscal Recovery Funds (SLFRF) are allocated to support this study.

ATTACHMENTS

1. 2023 Organization Study RFQ DRAFT

VOTE RESULT

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

MARIPOSA COUNTY ADMINISTRATION

Request for Qualifications (RFQ)

September 19, 2023

SPECIFICATIONS, TERMS, &

CONDITIONS

For:

Organizational and Operational Review

RFQ PROPOSALS DUE:

8:00 AM on Monday, October 30, 2023

Mariposa County Administration
ATTN: Dallin Kimble
5100 Bullion Street, 2nd Floor
P.O. Box 784
Mariposa, CA 95338

I. INTRODUCTION

The County of Mariposa is one of California's original 27 counties and the proud home of Yosemite National Park. The County is a full-service local government with no incorporated cities and serves 17,100 residents and 4 million annual visitors spread across 1,463 square miles.

Mariposa County is a general law county with a commission form of government. As such, its structure is at least partially determined by the State Constitution and State General Law. Our mission is to improve the quality of life in Mariposa through engaging our residents and the efficient delivery of outstanding public services. This is done through eighteen departments whose directors all report directly to the Board of Supervisors.

This will be the first known holistic review of County services, functions, structure, and operations. As such, the County is interested in a thorough examination of each area to better understand the services and service levels we provide, the workload required to provide priority services, synergistic functions and organization, the benefits of potential structures or configurations, and recommendations to streamline and enhance operations for current and future needs.

An organizational study of the Health and Human Services Agency, our largest department, was conducted in 2018-2019 and will be available for reference. An organizational study of the Sheriff's Office, our second largest department, will be occurring independently and concurrently with this study.

II. SCOPE OF WORK

The information desired by the County will require the following tasks:

1. Conduct a detailed study of each department's structure and function. This will include a list of services that are provided, identifying which services are mandated by state or federal law, and some reasonable indicator(s) of the level at which each service is being provided. Identify when services are mandated at a particular level. For services that are not mandated by law, identify the County code, rule or policy requiring or authorizing services to be provided, wherever possible.

2. Identify how departments interface to perform duties and deliver services. Study and diagram significant cross-departmental workflows (e.g., permits requiring approval from multiple departments, etc.).

3. In collaboration with County departments and the Board of Supervisors, identify

services that may not need to be provided or may not need to be provided at the level at which they are currently delivered.

4. Identify ways in which Mariposa County can deliver services more effectively, efficiently, and equitably, including but not limited to opportunities to centralize services, group or pair service delivery to allow closer collaboration, leverage alternative service delivery methods such as contracting or outsourcing consistent with state law, or reassign services or functions to a different department or division.

5. Identify performance measures to capture the benefits of changes made as a result of these study recommendations, inform future budget discussions, and communicate to the public how services are being provided.

6. Recommend appropriate staffing and resource levels (both current and future) to adhere to mandated requirements and deliver existing services (minus those services that may be eliminated or reduced as part of Scope of Work #3). Perform related classification evaluation and modification and/or recommend reclassification or changes in position allocations, as necessary.

7. Recommend streamlined procedures and processes to adhere to mandated requirements, including the optimal handling of those duties that are performed as non-mandated.

8. Analyze and recommend ideal organizational structures for Mariposa, including the grouping of synergistic functions or divisions. Consider managerial span of control, lines of authority, individual accountability, and organizational effectiveness among the factors in that analysis. Provide “preferred” organizational charts to help visualize recommendations.

9. Study the relationship between department heads and the Board of Supervisors. Recommend changes to that relationship to improve professional effectiveness, efficiency, and accountability, up to and including changes to the form of government, if warranted.

10. Provide periodic updates to identified County staff and the Board of Supervisors, including a summary of the most current findings.

11. Provide a final report with a summary of findings. The final report shall provide sufficient data and information to inform and justify future policy decisions regarding County operations, structure, and staffing/resource levels.

12. Present the final report to the Board of Supervisors in a public setting and respond to questions from the Board of Supervisors, County staff, and members of the public.

III. APPLICATION INSTRUCTIONS:

The design and format of the RFQ response is at the discretion of the applicant. Adequate information to effectively evaluate the applicant's qualifications must include the following:

1. Name of firm/consultant proposing to perform the work. Include detailed contact information (name of firm principals, physical and mailing addresses, phone number(s), email address, website, etc.).

2. Summary of firm/consultant qualifications. Include pertinent firm/consultant information (e.g., years in business, size of business, etc.), a summary of the qualifications of those proposed to complete the work, and previous experience completing similar work.

3. Narrative of the firm/consultant's understanding of the Scope of Work and a proposed strategy to complete the Scope of Work.

4. At least three references (rural California counties are preferred) for work performed that is similar to what is proposed in the Scope of Work. Include the name of the organization as well as contact information for each reference.

5. Sample of a Summary of Findings or another report that displays the firm/consultant's work product. Please exclude any information that may be considered proprietary.

6. Itemized proposed compensation to complete the work. Please include any adjustments that are being offered under the proposed compensation structure for the scale of the project. If desired, a firm/consultant may provide an amount anticipated to complete the project and a not-to-exceed amount separately.

7. Estimated timeframe to complete the Scope of Work.

IV. SUBMITTERS' QUESTIONS

Questions regarding the RFQ must be submitted in writing (email acceptable at dkimble@mariposacounty.org). Questions will not be accepted by telephone, facsimile (Fax) or orally. The County reserves the right to decline a response to any question if, in the County's assessment, the information cannot be obtained and shared with all potential applicants in a timely manner. Answers to all questions will be posted on the Mariposa County website: www.mariposacounty.org.

V. GENERAL CRITERIA FOR ACCEPTANCE OF PROPOSAL

Non-Discrimination and Confidentiality of Data Requirements:
The prospective contractor shall assure that there will be no discrimination in hiring or the delivery of services on the basis of race, color, religion, national origin, sex, age, marital status, disability, sexual orientation, or political affiliation. The contractor shall further assure the safeguarding of confidentiality of information in accordance with 45 CFR Part 164, Security and Privacy and Section 10850 of the Welfare and Institutions Code.

Applicants understand that all proposals and reports are subject to the Public Records Act and Freedom of Information Act requests. Reports may also be used to educate the public and inform Board decisions in open sessions of public meetings.

VI. SELECTION PROCESS AND CRITERIA

Submitted proposals will be reviewed by a panel of County staff and elected officials. An interview may be requested to better understand and/or negotiate the details of a proposal. The County reserves the right to award a contract to the firm or individual whose proposal, in the sole judgment of the County, best accomplishes the desired results. Applicants will be notified in writing whether they were selected or not selected as a result of the County's selection process.

Proposals may be disqualified if they do not follow the instructions or address the scope of work included in this RFQ. Only complete proposals will be considered. Proposals will be evaluated for how well they demonstrate an ability to provide a quality product and may consider any criteria that would provide insight into that ability including experience performing similar work with similar local governments, access to appropriate tools and resources, timeliness, cost, and quality of references.

VII. PROPOSED TIMELINE*

Release of Request for Qualifications (RFQ)	September 19, 2023
Deadline for all questions	October 12, 2023
RFQ Proposals Due	**October 30, 2023 at 8:00 AM**
Interviews and Negotiation	October 31, 2023 – November 10, 2023
Selection by the Board of Supervisors	November 21, 2023
Start of Work	Not later than January 2, 2024

***** Dates presented here represent an estimated timeline for procurement purposes and may not be exact.

MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING: September 19, 2023

TO: The Board of Supervisors

FROM: Danielle Bondshu, Clerk of the Board

RE: Receive the Committee's Annual Written Reports Pursuant to Resolution 22-637 (Third and Final Opportunity); and Discussion and Direction Regarding Appropriate Action, Including Possible Dissolution of Committees Prior to their Sunset Dates

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RECOMMENDATION AND JUSTIFICATION

Receive the Committee's Annual Written Reports Pursuant to Resolution 22-637 (Third and Final Opportunity); and Discussion and Direction -Regarding Appropriate Action, Including Possible Dissolution of Four Committees Prior to their Sunset Dates

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Per Resolution 22-637, Section 10.2 of the Committee Policy, each committee shall prepare and submit an annual written report to the Board of Supervisors, through the Clerk of the Board by April 1st of each year, beginning in 2023, that includes a summary of their activities and accomplishments during the last year, as well as committee goals and initiatives for the next year.

10.2 A. Each annual report shall minimally include the following information:

A. An overview of the projects/issues/topics considered by the committee in the preceding year;

B. How the projects/issues/topics fall within the committee's purpose;

C. Any issues impeding committee effectiveness; and

D. Goals and objectives for the next year.

B. Committees are at liberty to add additional information to the annual report as they see fit.

10.3 It is the intent of this policy that written reports are communications between the committees and the Board of Supervisors and will, consequently, be written and prepared by the committee members rather than staff.

10.4 Written reports should be submitted to the Clerk of the Board of Supervisors who will schedule and prepare a Board item in coordination with the committee chairperson.

10.5 Committees that do not submit a report by May 1st of each year shall be reviewed by the Board of Supervisors and appropriate action, including dissolution of the committee prior to the sunset date, may be considered.

Staff performed an analysis audit, and recommends dissolving the following inactive committee:

Coulterville Cementary Ad Hoc Committee (Public Works), established by Resolution 92-578; there has been no activity for several years and Public Works staff feels this committee can be dissolved without negative consequences.

BACKGROUND AND HISTORY OF BOARD ACTIONS

On April 11, 2023, an information item was brought to the Board to receive the committee's annual written reports pursuant to Resolution 22-637, in which three (3) committees provided reports.

On May 2, 2023, a second opportunity information item was prepared to allow more committees to submit their annual reports, in which more than a dozen provided reports.

On August 8, 2023, an item was brought to the Board titled: Discussion and Direction Regarding Appropriate Action, Including Possible Dissolution of Four Committees Prior to their Sunset Dates. The Board directed staff to prepare a third and final item to Receive the Committee's Annual Written Reports to allow committees a final chance to comply with the Committee Policy prior to directing staff to dissolve out-of-compliance committees.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

The committees will remain out-of-compliance.

FINANCIAL IMPACT

None.

ATTACHMENTS

1. **Sunset Dates - Committee's out of compliance for 3rd Annual Report**
2. **2023 BHB Annual Report to BOS**
3. **230831 HPAC 23**
4. **Annual Report 2022_Child Care Task Force**
5. **COA Annual Report 2023**
6. **HSRPC Annual Report 2022 FINAL**
7. **IHSS Annual Report 2023**
8. **MPAC 2022 Annual Report FINAL**
9. **2022 Fish Camp Annual Report draft**
10. **Public Works - comittees to dissove or extend**

Committee	Sunset Dates
Agricultural Advisory Committee	2 years
Air Pollution Control District Hearing Board	**4 years**
Airport Advisory Committee	**1 year**
Area Agency on Aging PSA-12 Advisory Board	**4 years**
Assessment Appeals Board (can also be represented by/as the BOS or another County's Assessment Appeal Board)	**NA**
Behavioral Health Board	**4 years**
Building Department Advisory and Appeals Board	2 years
Business Assistance/Microenterprise Loan Advisory Board	**3 years**
Catheys Valley Cemetery Ad Hoc Committee	**1 year**

Catheys Valley Community Planning Advisory Committee	**4 years**
Child Care Task Force	**3 years**
Code Compliance Advisory Committee	**1 year**
Mariposa County Commission on Aging	**3 years**
Community Corrections Partnership	**4 years**
Community Recreation Facility Advisory Committee	**1 year**
Connect Mariposa Advisory Board	**1 year**
Coulterville Cemetery Ad Hoc Committee	**1 year**
Coulterville Service Area No. One Advisory Board	2 years
Coulterville Planning Advisory Committee	**3 years**
Creative Placemaking Strategy Advisory Committee	**4 years**
Disaster Council	**1 year**
El Portal Planning Advisory Committee	2 years

Emergency Medical Care Committee	**4 years**
Fire Advisory Committee	2 years
First 5 of Mariposa County	**1 year**
Fish Camp Town Planning Advisory Council	**3 years**
Greeley Hill Planning Advisory Committee	**3 years**
Historic Sites and Records Preservation Commission	**1 year**

Housing Program Advisory Committee	**3 years**
Housing Rehabilitation and Loan Advisory Board	**3 years**
In-Home Supportive Services (IHSS) Advisory Committee	2 years
Law Library Trustees	**1 year**
Local Agency Formation Commission (LAFCO)	**4 years**
Local Child Care Planning Council	2 years
Local Enforcement Agency (LEA) Hearing Panel	**3 years**

Local Transportation Commission Technical Advisory Committee	**4 years**
Mariposa County Planning Commission	**3 years**
Mariposa County Safety Committee	**1 year**
Mariposa County Solid Waste AB939 Local Task Force	**3 years**
Mariposa Town Cemetery Ad Hoc Committee	**1 year**
Medical Services Program Appeal Board	**3 years**
Merced River Trail	2 years
Midpines Planning Advisory Committee	4 years
Parks and Recreation Commission	2 years
Social Services Transportation Advisory Council	2 years
Surface Mining Technical Advisory Committee	**4 years**

Town of Mariposa Transit Center Feasibility Study Citizens Advisory Committee	**1 year**
Water Agency Advisory Board	**4 years**
Wawona Appeals Board	2 years
Wawona Town Planning Advisory Committee	2 years
Yosemite West District Advisory Committee	**3 years**
Yosemite West Planning Advisory Committee	2 years

Active/ Inactive	Required
Active	Yes Ordinance 1014
Inactive	Yes Health and Safety Code Sections 40800, 40801, 40804
Active	No (Other options per code) PUC Sections 21670 - 21679.5
Active	Yes JPA W/ Counties of Alpine, Amador, Calaveras, Tuolumne and Mariposa
	Yes Mariposa County Code Chapter 2.40; Revenue and Taxation Code, Section 1620 et. seq.; Revenue and Taxation Code, Section 1624, 1624.01, 1624.02, and 1624.05
Active	Yes Welfare and Institutions Code 5604
Active	Yes CA Building Code – Board of Appeals
Inactive	No
Active	Yes Ordinances 838, 1012

Active	Yes Ordinance 973
Active	No
Active	No Resolution 21-331
Active	No
Active	Yes SB 678, Chapter 608 (Penal Code Section 1230)
Inactive	No
Active	No
Active	Yes Ordinances 838, 1012
Active	No
Active	Yes Ordinance 973
Active	No
Active	No
Active	Yes Ordinance 973

Active	No
	No
Active	No
Active	Yes Ordinance 973
Active	Yes Ordinance 973
Active	Yes Ordinance 870

Inactive	No
Inactive	No
Active	Yes WIC (12301.3)
Active	Yes Business & Professionals Code Section 6301 and 6301.5
Active	Yes Government Code Section 56329
Active	Yes Education Code – EDC 8499-8499.7
Inactive	Yes Public Resource Code Section 44308(a)(5)

Inactive	Yes MOU with Caltrans
Active	Yes Mariposa County Code Title 2: 2.52
Active	Yes Labor Code 6401
Active	Yes PRC 40900 – 40977; CCR Title 14, Section 18788
Inactive	Yes Ordinances 838, 1012
Not sure if active	Yes State mandated for CMSP 16809.4
Active	No
Active	Yes Ordinance 973
Active	Yes Ordinance 1069
Active	Yes Public Utilities Code 99238
Inactive	Yes Surface Mining and Reclamation Act of 1975 – AKA PRC 2710 – 2796.5; Mariposa County Code Chapter 18.02

Inactive	No
Active	Public Contract Code CHAPTER 1.5. Article 101. Mariposa County Water Agency (21360 – 21361)
Never Activated	Yes Ordinance 698
Active	Yes Ordinance 973
Active	No
Inactive	Yes Ordinance 973

Department Assigned to	Vacancies
Planning	**None**
HHSA /Environmental Health	**5 vacancies**: **ALL TERMS EXPIRED IN 1992 AND 1993**
Public Works	**2 vacancies:** **1 – A – Aviation Experience** **1 – D – Alternate 1**
HHSA	**None**
Clerk of the Board	**4 vacancies**
Clerk of the Board	Currently there are **8 members** - can appoint **up to 15** following strict ratios of members
Building	**2 vacancies**: (1) District I and (1) District III
Administration	**3 vacancies; all terms expired in 2015** This board is for grant funds when available
Public Works	**None**

Planning	**3 vacancies**
Administration	
Planning	**9 vacancies**
HHSA	**3 vacancies**: (1) District III, and (2) At-Large members
Probation	**None**
Administration	**9 vacancies**: Never activated by appointments after established by Resolution 19-547
Administration	**(1) Member at-large**
Public Works	**3 vacancies**
Public Works	**3 vacancies due to expired terms**
Planning	**None**
Planning	**None**
Sheriff	**None**
Planning	**1 vacancy**

HHSA	**7 vacancies**: (1) Sheriff Dept., (1) California Highway Patrol, (1) Cal Fire, (1) Community physician. **(3) alternate vacancies** (optional not required)
Fire	**11 Vacancies;** Board item will be submitted soon to address appointments
HHSA	**1 vacancy – County Health Officer**
Planning	**None**
Planning	**2 vacancies**
Planning	**2 vacancies:** (1) Native American Indian Community of Mariposa County - At-Large, (1) Northern Mariposa County History Center - At-Large

Planning	**2 Vacancies: 1 Category A -** knowledge of issues and concerns affecting the housing needs of special populations in Mariposa County including, but not limited to, the elderly, disabled, and homeless**, 1 Category B -** direct knowledge of workforce housing issues and concerns
Administration	**3 vacancies; all terms expired in 2015** This board is for grant funds when available
HHSA	Currently there are **3 members** - can appoint **up to 7** following strict ratios of members
Superior Court	**None**
Planning	**1 vacancies:** (1) Alternate Public Member
HHSA	**5 vacancies:** 1 Consumer; 1 Discretionary , 3 Alternates
HHSA	**None**

Public Works	**None**
Planning	**None**
County Counsel/Risk Management	**None**
Public Works	**2 vacancies**: (2) Board members
Public Works	**4 vacancies**: (3) voting members terms expired 2016, (1) Ex-Officio Deputy Director, Parks and Recreation
HHSA	**1 vacancy**: Alternative Hearing Officer
Planning	**None**
Planning	**1 vacancies**
Public Works	**4 vacancies**
Public Works/LTC	**7 vacancies**
Planning	**This committee has been inactive for several years**

Planning	**None** Inactive per email from Sarah Williams and Mikey Goralnik 6/30/21
CAO/Public Works	**None**
Planning	**6 vacancies**
Planning	**6 vacancies**: (5) voting member vacancies, (1) Ex-Officio for NPS
Public Works	**None**
Planning	**9 vacancies**: all terms expired between 2011 through 2013

Policy Specifying Guidelines, Procedures, and Standing Rules for County Advisory Boards

APPENDIX 1 – INITIAL SUNSET DATES

NOTE: COMMITTEE'S BOLDED IN YELLOW HAVE NOT PROVIDED AN ANNUAL REPORT

COMMITTEE	ADMINISTERING DEPARTMENT	INITIAL LENGTH (YEARS)	SUNSET DATE	COMMENT
1 YEAR				
Housing Program Advisory Committee	Planning	1	8/31/2023	Ramping up
Surface Mining Technical Advisory Committee	Planning	1	9/30/2023	Inactive — Cannot dissolve
Yosemite West Planning Advisory Committee	Planning	1	11/30/2023	Inactive — Tied to General Plan
Coulterville Cemetery Ad Hoc Committee	Public Works	1	10/31/2023	No current members. Last apppointment expired on 12-31-2019 — Recommend disolving
Catheys Valley Cemetery Ad Hoc Committee	Public Works	1	10/31/2023	All committee members current
Mariposa Town Cemetery Ad Hoc Committee	Public Works	1	11/30/2023	All committee members current
2 YEARS				
Agricultural Advisory Committee	Planning	2	8/31/2024	Current activity
Connect Mariposa Advisory Board	Administration	2	8/31/2024	5 vacancy's
El Portal Planning Advisory Committee	Planning	2	9/30/2024	Tied to General Plan
Fire Advisory Committee	Fire	2	11/30/2024	Currently activite
Local Child Care Planning Council	HHSA	2	11/30/2024	Currently activite
Parks and Recreation Commission	Public Works	2	9/30/2024	Currently activite
Wawona Town Planning Advisory Committee	Planning	2	10/31/2024	Currently activite. 4 vacanc — Tied to General Plan
3 YEARS				
Child Care Task Force	Administration	3	8/31/2025	Inactive
Coulterville Planning Advisory Committee	Planning	3	9/30/2025	Ramping up. 2 vacancy's
Fish Camp Town Planning Advisory Council	Planning	3	9/30/2025	Currently activite. No vacan — Tied to General Plan
Greeley Hill Planning Advisory Committee	Planning	3	10/31/2025	Ramping up. 3 vacancy's
Historic Sites and Records Preservation Commission	Planning	3	10/31/2025	Currently activite. No vacan — Tied to General Plan
Mariposa County Commission on Aging	HHSA	3	11/30/2025	Currently activite. 6 vacancy's
Mariposa County Solid Waste AB939 Local Task Force	Public Works	3	11/30/2025	Currently activite. 1 vacancy

4 YEARS						
Airport Advisory Committee	Public Works	4	11/30/2026	Currently activite		
Behavioral Health Board	Clerk of the Board	4	11/30/2026	Currently activite. 6 vacany's		
Catheys Valley Community Planning Advisory Committee	Planning	4	8/31/2026	Currently activite. 2 vacancy's		
Code Compliance Advisory Committee	Planning	4	11/30/2026	Currently activite. 1 vacancy		
Creative Placemaking Strategy Advisory Committee	Planning	4	9/30/2026	Currently activite. 1 vacancy		
Law Library Trustees	County Counsel/Risk	4	11/30/2026	Currently activite		
Midpines Planning Advisory Committee	Planning	4	9/30/2026	Currently activite. 1 vacanc	Tied to General Plan	
Merced River Trail	Planning	4	10/31/2026	Currently activite. no vacancy's		
COMMITTEES NEEDING APPROVAL BY THE BOS SITTING AS A DIFFERENT ENTITY:						
Air Pollution Control District	HHSA	APCD			Cannot dissolve	
Coulterville Service Area No. One Advisory Board	Public Works	CSA-1		3 expired terms		
In-Home Supportive Services Advisory Committee	HHSA	IHSS Public Authority		Currently activite. 2 vacancy's		
Local Tranportation Commission Technical Advisory Comr	PW	LTC			MOU with Caltrans	
Social Services Transportation Advisory Council		LTC		4 vacancy's.	Cannot dissolve	
Water Agency Advisory Board		Mariposa County Water Agency		No vacancy's		
Yosemite West District Advisory Committee		Yosemite West District Board of Dir		Currently activite. 1 vacancy		
COMMITTEES NOT SUBJECT TO THIS POLICY:						
INTERNAL OR OPERATIONAL COMMITTEES/ENTITIES						
Mariposa County Planning Commission				Currently activite. No vacan	Cannot disolve	
Community Corrections Partnership	Dept: Probation			Under Superior Court pervue		
Disaster Council	Dept: Sheriff				Cannot disolve	
Emergency Medical Care Committee	Dept: HHSA/Health			Currently activite. In process of updating by-laws.		
Mariposa County Safety Committee	Dept: County Counsel/Risk Manager			Currently activite. No vacancy's		
APPEALS BOARDS UNDER THE BOARD OF						
Air Pollution Control District Hearing Board	HHSA	APCD		Inactive until necessary	Cannot dissolve	
Building Deparment Advisory and Appeals Board	Building			Inactive until necessary	Cannot disolve	
Local Enforcement Agency (LEA) Hearing Panel	HHSA/Environmental Health			Inactive until necessary	Cannot disolve	

Medical Services Program Appeal Board	HHSA			Inactive until necessary	Cannot disolve
Wawona Appeals Board	Planning			Inactive until necessary	Cannot disolve

MARIPOSA COUNTY
BEHAVIORAL HEALTH BOARD
2022-2023 ANNUAL REPORT

To: Mariposa County Board of Supervisors
From: Mariposa County Behavioral Health Board
Cpt. Sean Lance, Chair
Paul Brickett, Vice Chair
Date: April 27, 2023

Membership

The BHB met on June 1, 2022, and elected Cpt. Sean Land Chair and Paul Brickett Vice-Chair. Currently the other continuing members are Matt DiPirro, Olga Leonard, Ellie McQuarrie, and Rosemarie Smallcombe (BOS Member). Jennifer Gamble was appointed by the BOS in September, 2022, and resigned in December. Timothy Bennett was appointed by the BOS in February this year and resigned in April. Long-serving member and previous Chair Debbie Woodbury resigned in April when in-person meeting attendance was mandated, and she was unable to regularly make the trip from Coulterville.

Overview of the Topics Considered by the BHB 2022-2023

The last BHB Annual Report (2021-2022) was submitted to the BOS on May 17, 2022, and included a PowerPoint presentation by Captain Land. The following paragraphs describe some of the major topics covered in the monthly meeting on the first Wednesday of the month for May, 2022, through April, 2023, followed by some of the work done by the subcommittees and community partners which report to the BHB monthly.

May 4, 2022

The Mariposa Minds Matter**:** subcommittee reported on their booth at the Mariposa Butterfly Festival. Informational flyers and handouts were offered, and an interactive game educated children and adults on mental health, with over 135 documented participants. Three BHB members, including the previous Chair, volunteered staff time at the booth.

Revised BHB Bylaws per BOS Resolution 2022-115 were reviewed and approved. BHB members had merged and modified the existing BHB Bylaws with the BOS guidelines, and the final text had been distributed to the full BHB on April 19, 2022.

BOS representative on the BHB, Rosemarie Smallcombe, as part of her regular presentations on "Legislative Issues Relevant to the BHB", described CA legislation mandating a new program CARE (Community Assistance Recovery and Empowerment). CARE will allow individuals living with psychiatric conditions to go to civil court with a public defender and work with behavioral health services to develop treatment plans, including assistance with housing. HHS staff stated a major concern for the county is mandating housing assistance, and how the county could provide the resources.

June 1, 2022

Prior to the regular BHB meeting, a public hearing was conducted to receive public input, consider, and approve submission of the Mariposa County Mental Health Act (MHSA) Annual Update 2022-2023. One board member inquired why the planned CSS expenditures go up over a million dollars for FY 2022-2023 (top of page 49). Staff explained this was because the state last year changed reporting requirements and offered to add a footnote explaining the changes. The BHB approved the update with the added footnote.

Matt DiPirro, BHB member and Probation Officer for the county, reported on the current number of Probation clients enrolled in behavioral health programs: 5 in Medication Assisted Treatment, 7 in Behavioral Health Court, 13 in Drug Court, 9 in Today is a New Day, and 3 in Set Free.

July 6, 2022

No Quorum.

A member of the public asked if any of the clinicians in Mariposa County had training in Trauma-Informed Care and, if so, what type of training. Deputy Director, Sheila Baker, replied that all mental health clinicians at BHRS are trained in Trauma Informed Care but have varying levels of experience. The member of the public then shared an experience with a clinician who said they were "not familiar with PTSD."

August 3, 2022

The same member of the public as last month asked how many adults in Mariposa County are diagnosed with PTSD. Deputy Director, Sheila Baker responded that latest statistics show there are 1 in 8. Another member of the public commented that due to the Oak Fire, community members have experienced trauma.

A review and discussion of BHRS Contracts occurred, as an instance of a quarterly agenda item. A list of contracts had been distributed to the board. One member asked how the annual total budget increased over the year and how spending has changed over the years. Another asked about which contracts are funded by grants versus the general fund. A member of the public made a comment that BHRS is working smarter with contractors now than they have before to provide better coverage in a greater way at a lower cost; having contractors provide services saves money rather than having employees, and it is better for the community because they have more options and clients feel better going to contractors sometimes than to the county.

September 7, 2022

Mariposa Minds Matter proposed "Veteran's Movie Night" and gave a detailed overview of the documentary "The Forgotten Battalion" that MMM wants to show to the community along with having one or two lived experience speakers (veterans). The focus will be on stigma and suicide awareness for vets. The board voted to approve the proposal.

Deputy Director of BHRS, Sheila Baker reported the Suicide Prevention and Outreach Team (SPOT) has been working on a campaign for September – National Suicide Awareness Month and a proclamation will be received from the BOS on Sep 19th. Activities will include mass mailers to all county residents, tv ads in local businesses, flyers at the fair and local businesses, PSAs on social media, articles in the local newspaper, and a presentation at the Senior Center.

October 5, 2022

District Attorney Walter Wall and intern Michael Matheson presented a Collaborative Courts study done by the District Attorney's office and Probation. Data showed the Behavioral Health Court and Drug Court (Collaborative Court) programs have reduced recidivism and re-hospitalization and had a positive influence on the lives of the participants. Deputy Director of BHRS, Sheila Baker added she would like to have BHRS collaborate in future studies, and the BHB asked to be informed of further research.

November 2, 2022
Ben Goger, Mariposa County's Housing Development Specialist presented and asked for feedback on planning for integrated behavioral health housing typologies in Mariposa County. Ben said, for the homeless population, the County is looking for 40 units. Joe Lynch, HHSA director, said he believes Mariposa County needs 200 mixed congregate units for all needy clients, including elderly, drug, and mental health. Sheila Baker stated a preference for the tiny home environment for our in-town sober living clients.

December 7, 2022
Lisa Parker of Native Solutions reported working to open a sober living facility called TRADE in Mariposa County. A house has been donated and it will be converted into an 8-bed facility with potential for 12 beds. Acquisition infrastructure grant funds will be used to fund the start-up. Approval of treatment licensing is anticipated within next 90 days. NS has been conducting DUI classes in-person and are approved to do them via telehealth in the event that instructors are ill. Last quarterly audit had no findings from state or county. Supervised visitations still moving forward – have new contract in Merced County.

January 4 2023
Christine Doss gave a presentation on Transformations Crisis Services. This contracted service operates nights and weekends to provide help for mental health and SUD clients experiencing crises.

February 1, 2023
Mariposa Safe Families reported that it has been very busy the last few months. In early January, 2022, the Youth Empowerment Conference was held with 60 youth. The one-day event offered eight workshops with different speakers and presentations. There are now 30 youth in the Friday Night Club. They are in the process of planning out the 2023 conference with Behavioral Health. The Family Resource Center has been revamped with new computers and printers. They are open from 9:30am to 4:30pm at their location on 8th and Jones Street. The Youth Center is now open for breakfast as the high school has a late start on Friday mornings, and 35 youth recently came in for breakfast. The plan is to host the breakfast two Fridays a month. Sixteen youth are enrolled every Tuesday and Thursday at the youth center after school program.

March 1, 2023 Meeting canceled due to weather issues.

April 5, 2023
Acting Director of HHSA Joe Lynch reported that Governor Newsom has planned to allocate $1 billion from MHSA (Mental Health Services Act) to be used for housing and homelessness programs. For the county, this means that $727,000 will be redirected from MHSA to housing initiatives. If the legislation goes through, the county will need to pivot and create a new plan. This change will affect PEI, Innovation, and other programs.

Other Activities of Subcommittees and Community Organizations

Much of the work related to the BHB's mission is furthered by other subcommittees and community organizations. A major advantage of BHB is that it brings together diverse people from the community with law enforcement officers, HHSA supervisors and staff, and numerous representatives of local non-governmental organizations. This last year the BHB has received regular reports from the following organizations, and part of their reports are mentioned.

Connections: Hal Nolen reported at the November BHB meeting that the wait list at the shelter has diminished and no one is on the wait list. There are currently 20 individuals staying at the shelter. There was an uptick for positive COVID cases. Symptoms are extremely mild, but they are continuing with best practices. Connections does not have the ability to quarantine due to funding (no hotels). Recently they were able to get a 2-year grant for a Health Ambassador, who started yesterday, and whose purpose is to get people vaccinated, not just COVID; but for any available vaccinations. The Health Ambassador also works at all the other shelters in the community.

Mariposa Heritage House: Director Debra Barcellos reported at the June, 2022 BHB meeting that the drop-in center in May served a total of 155 individuals with a total of 1170 services provided (508 meals, 51 showers, 29 laundry services, 23 housing services, and healthcare navigation saw 43 individuals. MHH is planning a trip to the Capital in Sacramento on September 7, 2022, to celebrate National Recovery Month. A chartered bus will transport 59 individuals to the state capital to raise awareness and provide education by participating in a parade with a banner representing Mariposa County.

Mariposa Minds Matter: Katie Cotter reported at the April, 2023 BHB meeting that the group has been meeting twice a month and recently gave a presentation on body image and its impact on mental health. They previously showed a movie that had a good turnout last October-November, and plan to show it again in North County in the spring. Two other movies called "A New State of Mind" and "Inside Out" are planned for later this year.

Mariposa Safe Families: See report of February, 2023 BHB meeting.

Native Solutions: See report of December, 2022 BHB meeting.

How these Topics fall within the BHB's purpose

The Mission Statement of the BHB is:

> Our mission is to ensure high-quality behavioral health services for all individuals in our community by evaluating the community's behavioral health services and needs, advocating for persons with behavioral health and substance use disorder needs, advising the Board of Supervisors and Behavioral Health Director on related issues and educating the public on the importance of behavioral health as a part of community health.

Following this mission, activities include accepting public comments from members of the community, receiving reports from HHSA staff on behavioral health issues, and getting updates from community organizations involved with behavioral health.

Issues Impeding Effectiveness

As indicated by the cancellation of one of the monthly BHB meetings, dangerous weather conditions affected BHB proceedings this last year. Some of the problems associated with coverage of behavioral health contracts is the accounting system has undergone changes which made reporting contracts problematic. Finally, some of the reporting of MHSA planning needs to more adequately detailed to enable BHB evaluation.

Goals and Objectives for the Next Year

The BHB needs to recruit additional members, particularly among service consumers. Two likely candidates have been attending monthly meetings and are being encouraged to apply for membership. Otherwise advertising for new members needs to continue.

This year, due to additional stress resulting from weather disasters and remaining Covid pandemic effects, additional outreach is needed to at-risk individuals, primarily to be done by associated groups for suicide prevention (SCOPE, MMM) Substance Use Disorder intervention, and troubled youth.

The BHB also still needs better data collected and displayed on the behavioral health of the county. This would display pertinent statistics, such as suicide attempts recorded by the TRAC team that is sent out for behavioral health emergencies

Mariposa County
Planning Department

STEVE ENGFER
Planning Director

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Date: 8/31/23
To: Board of Supervisors
From: Steve Engfer, Planning Director SJE
Ben Goger, Housing and Community Development Specialist
Re: Housing Programs Advisory Committee (HPAC)

The HPAC had one ad-hoc meeting since the adoption of the 2019-2024 Housing Element to the General Plan. This meeting took place on August 19th, 2020, and was focused on updating the committee on current housing programs and soliciting community input on the Integrated Mobility and Housing Strategies project. At the time, Planning Director Williams suggested that the committee stay active, but only meet as needed to discuss housing issues.

As the county prepares to begin the 2024-2029 Housing Element update, staff intends to reconvene the HPAC as a housing element working group and potentially maintain an active committee to tackle other housing related issues. Other projects that staff anticipates the HPAC will work on is a review of the County's short term rental study and development code update.

Currently there are several vacancies on the 11-person committee. Currently staff are contacting existing members and seeking committee applications.

2022 ANNUAL REPORT

Child Care Task Force

The Child Care Task Force(CCTF) was established in 2022 and has not yet met formally. The Economic Development Specialist submitted a Child Care Feasibility Study grant application that was awarded in October 2022. An rfp has been distributed twice, resulting in no responses. The State has advised the Economic Development Specialist to contract a sole source consultant, which is now being researched. Once a consultant is identified, the committee will meet to discuss the consultant and the project.

Mariposa County Commission on Aging (COA) Annual Report

To: Mariposa County Board of Supervisors

April 10, 2023

*Submitted by HHSA Staff on Behalf of the commission Chairperson.

Since the last report to the Board of Supervisors, the Mariposa County Commission on Aging has accomplished a lot, including but not limited to the following:

1. Held extensive discussion around the Americans with Disabilities Act (ADA) and provided suggestions to Matt Hespenheide, the counties ADA coordinator.
2. Held extensive discussion around the Governor's Master Plan on Aging (GMPA) and shared any ideas or comments with Rosemarie Smallcombe.
3. Created and distributed a Mariposa County Senior Resource list that is meant to help seniors quickly find information about local resources.
4. Continued discussing and promoting the Coulter Café Senior Meal Program.
5. Reviewed and proposed updates to the commission bylaws to bring them in line with requirements set forth in Resolution No. 2022-115.
6. Voted in a new Chairperson and Recording Secretary.

Moving forward, the commission will further the discussions held around ADA and the GMPA, will continue assessing and advocating for the Coulter Café program and will continue to help improve the lives of Mariposa Counties' Aging population.

The Mariposa COA would like to thank both the clerk of the board employees and the board of supervisor members for keeping us in compliance, providing us with the information we need and allowing us to continue doing what we do best, helping and advocating for the seniors in our community.

Sincerely,

Mariposa County Commission on Aging

Mariposa County
Planning Department

STEVE ENGFER
Planning Director

POLINA PIVAK
Planner II

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MEMORANDUM

Date: August 30, 2023
To: Board of Supervisors
From: Historic Sites and Records Preservation Commission (HSRPC)
Topic: 2022 Annual Report of Commission Activity to Board of Supervisors

Summary:

Board of Supervisors Resolution No. 2022-637 requires each committee prepare and submit an annual written report to the Board of Supervisors, (due by April 1), however, due to HSRPC meeting cancellations, the HSRPC was unable to consider the item by the due date. The following is the HSRPC final annual report for 2022:

HSRPC Annual Report 2022:

A. Overview of projects/issues/topics considered by the Commission in 2022;

   a. Applications:
      i. **Historic Design Review Application No. 2021-190** – 5100 Bullion Street, Mariposa (APN 013-116-0070); Mariposa County, applicant. Solar Canopy System Installation, Rear Parking Area Government Center.
      ii. **Historic Design Review Application No. 2021-208** - 5074 Bullion Street, Mariposa (APN 013-151-0030); Jesse and Hannah Fouch, applicants. Swimming pool installation at contributing structure site.
      iii. **Historic Design Review Application No. 2021-190** - Government Center Mariposa (APNs 013-116-0050 and 0080); Mariposa County, applicant. **Amended** Site for Solar System Installation, Was Rear Parking Area Government Center, now proposed for roof mounts on Library and Assessors Office Buildings.
      iv. **Historic Design Review Application No. 2022-060** - 4998 7th Street, Mariposa (APN 013-143-0150); Marty Page, applicant. New signage.
      v. **Historic Design Review Application No. 2022-043** - 4993 5th Street, Mariposa (APN 013-185-0010); Nate Pyle, applicant. Signage, Sound baffling & color scheme on food truck

vi. Recommendation to Mariposa County Planning Commission for Action on **Conditional Use Permit Application No. 2022-072**, 3086A Wass Road, Tip Top Inn (APN 015-200-0170); William Brandle, applicant.
vii. **Design Review Application No. 2022-133** - 5070 Chinatown Main Street, Coulterville, CA (APNs 002-020-027, -028, -042); Marilyn Kelly, applicant. New signage.
viii. **Design Review Application No. 2022-134 and 2022-187** - 5089 and 5091 Bullion Street, Mariposa, CA (APNs 013-127-010, -013); Mariposa County Public Works, applicant. The replacement of 28 new windows at the Mariposa Probation Department Building.
ix. **Historic Design Review Application No. 2020-146** - 5069 Jones Street, Mariposa (APN 013-154-0120); Robert Evans, applicant. Re-roof.
x. **Historic Design Review Application No. 2022-149** - 10303/10307 Highway 49 North, Coulterville (APN 002-070-001, -002, -009, -010); Lynn Breshears, applicant. Recommendation to the Planning Director on a phased, conceptual plan for future development at the Northern Mariposa County History Center.
xi. **Historic Design Review Application No. 2022-284** - 5085 Bullion St. (APN 013-127-011); Mariposa County Public Works, applicant. Replacement of 2 sets of double doors at the District Attorney's Office.

b. Other Projects/Issues:
i. Draft advisory committee guidelines.
ii. Recommendation to the Planning Director on the demolition of the historic residential structure located at 5123 Jones Street, Mariposa, CA (APN 013-112-003); Mariposa County, proponent.
iii. Commission member trainings on rules, responsibilities, and meeting etiquette.
iv. Caltrans Pedestrian Safety Project, including crosswalk signs.
v. Mariposa Downtown Revitalization Project by Public Works
vi. Review transfer of archival material from the County vault to the Mariposa Museum and History Center.
vii. Joint meeting with Creative Placemaking Strategy Advisory Committee on Mariposa Gateway Elements Project.

B. How the projects/issues/topics fall within the committee's purpose

a. Falls within codified responsibilities and authority of commission in MCC 2.90.060 Duties and Responsibilities

C. Any issues impeding commission effectiveness

a. Ongoing need to generate commission interest, recruitment, and retention.
b. Need to educate the public on processes and guidelines.
c. Need for funding to update inventory and HSRPC guidelines.

D. Goals and objectives for the next year

a. Objective 1: Gap Assessment, Mapping, and Update of Existing Inventory
b. Objective 2: Update to HSRPC Guidelines (Gold Rush Design Review)
c. Objective 3: Work Closer with CPSAC, Establish Continuity and Consistency

E. Any additional information

Mariposa County In-Home Supportive Services (IHSS) Advisory Committee
Annual Report to the Mariposa County Board of Supervisors
April 10, 2023

*Submitted by HHSA Staff on Behalf of the committee Chairperson.

Throughout this last year, Mariposa County In-Home Supportive Services Advisory Committee has accomplished a lot, including but not limited to the following:

1. Held extensive discussion around the Americans with Disabilities Act (ADA) and provided suggestions to Matt Hespenheide, the counties ADA coordinator.
2. Held extensive discussion around the Governor's Master Plan on Aging (GMPA) and shared any ideas or comments with Rosemarie Smallcombe.
3. Addressed concerns of community members conveyed to committee members.
4. Received a presentation on both DRAIL and Area 12 Agency on Aging in order to better assist other community members and advise as to what the programs offer.
5. Met with United Domestic Workers (UDW) union reps and had them attend committee meetings periodically.

Moving forward, the committee will further the discussions held around ADA and the GMPA, will continue addressing concerns of community members, continue learning about programs that can help community members and continue bolstering our professional relationship with the UDW Reps.

The Mariposa IHSS Advisory Committee would like to thank both the clerk of the board employees and the board of supervisor members for keeping us in compliance, providing us with the information we need and allowing us to continue doing what we do best, helping and advocating for the people in our community.

Sincerely,

Mariposa County In-Home Supportive Services Advisory Committee

Mariposa County
Planning Department

STEVE ENGFER
Planning Director

POLINA PIVAK
Planner II

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MEMORANDUM

Date: May 12, 2023
To: Board of Supervisors
From: Midpines Planning Advisory Committee (MPAC)
Topic: 2022 Annual Report of MPAC Activity to Board of Supervisors FINAL

Summary:
Board of Supervisors Resolution No. 2022-637 requires each committee prepare and submit an annual written report to the Board of Supervisors, (due by April 1), however, due to weather and related MPAC meeting cancellations, the MPAC did not consider the item until the April 12 and May 10, meetings. The following is the MPAC final annual report for 2022:

MPAC Annual Report 2022:

A. Overview of projects/issues/topics considered by the Committee in 2022;

a. January 12, 2022 –
   i. KOA/TerraMor Pre-Application 2021-212: Review and discussion only of staff presentation.
   ii. Midpines Community Plan Update: Discussion and approval of Revised Draft Community Plan and Land Use Diagram.
   iii. Discussion and Recommendations regarding Draft Advisory Committee Guidelines.

b. February 9, 2022 –
   i. Midpines Community Plan Update: Discussion regarding the remaining steps in the Draft Community Plan Update process with Planning Department staff.

c. March 9, 2022 –
   i. Discussion of existing fire services with Fire Chief Steve Ward, regarding volunteer activities, staffing and fire services desired.
   ii. Whispering Pines: Project presentation by prospective developer Matt Larson and with Q&A regarding his plans.
   iii. Midpines Community Plan Update: Announcement only of forthcoming BOS meeting item.

d. May 11, 2022 –
   i. Muir Lodge Site clean-up update: Abatement status update received from Corrina Miranda, Code Compliance Technician. Discussion held regarding site security.
   ii. Midpines Community Plan Update: Staff presentation received regarding next steps in the process.

iii. Committee discussion was held regarding Uniform Committee Guidelines and recommendations approved regarding member attendance and the minimum number of members required.

e. June 8, 2022 –
   i. Staff provided updates regarding following ongoing subjects: Muir Lodge site abatement status; Community Plan Update timeline; Outward Bound fire mitigation plan evaluation; and KOA/TerraMor pre-application process status.

f. October 12, 2022 –
   i. Public Comments: Request received from public member for fuel load reduction brush work along Yosemite Oaks Road
   ii. Bear Creek Cabins Pre- Application 2022-140: Presentation of pre-application for Bear Creek Cabins by project proponent, Matt Larson. Q&A discussion only with no action.
   iii. Oak Fire evacuation routes and lessons learned from Oak Fire discussion
   iv. Updates and status reports: request of CALTRANS speed study near Autocamp; Muir Lodge abatement project; KOA/TerraMor project; Community Plan work to complete; Firewise Communities program; Oak Road bridge project.

g. November 9, 2022 –
   i. Discussion and approval of change in type of minutes to action minutes coupled with audio of meetings proposed by staff.

B. How the projects/issues/topics fall within the committee's purpose

a. Purpose A of adopted bylaws: to prepare and recommend a Community Plan to the Mariposa County Planning Commission
b. Discussion of development topics within the Midpines Planning Study Area for potential recommendation to County decision bodies:
   i. KOA/TerraMor resort development projects;
   ii. Whispering pines/bear Creek Cabins resort development projects;
   iii. Public Works Oak Road bridge project;
   iv. Adequacy and viability of emergency evacuation routes.

C. Any issues impeding commission effectiveness

a. None

D. Goals and objectives for the next year

a. Completion of Midpines Community Plan

E. Any additional information

The Midpines Planning Advisory Committee (MPAC**),** consisting of 8 or 9 dedicated members, has been actively working on developing a draft community plan for 10 years this year April 2023. Over this period the committee has remained active throughout a change of 7 members, losing 3 members to death, personnel changes of 1 supervisor, 2 Planning Directors and 2 Planning Commissioners and also enduring a two year health pandemic, meeting telephonically when not possible in person. The Draft Community Plan, now in process with the Planning Department, is the product of countless hours of work by the committee, supported by two hosted community forums and separate community surveys at the onset of the plan development. All made possible with the excellent support of the Planning Department staff.

FISH CAMP PLANNING ADVISORY COUNCIL
2022 ANNUAL REPORT

Date: September 7, 2023
To: Clerk of the Board of Supervisors
Steve Engfer, Planning Director - sengfer@mariposacounty.org
From: Fish Camp Planning Advisory Council (submitted by Secretary Rolfe)
Re: 2022 Annual Report of FCPAC

A. Meetings and Overview of projects/issues/topics considered by the Council in 2022 by meeting date.

1. January 22, 2022

a. The subject of Amended Conditions/Amended Site Plan No. 2021-110; Time Extension NO. 2021-114. Tenaya Lodge 1152, 1122 and 1110 Highway 41, Fish Camp, California; APNs 010-350-0100; 010-410-0120; 0130; Delaware North Parks and Resorts at Tenaya, Inc. Applicant, was first raised. The FCPAC was asked to make a recommendation for action to the Planning Commission. The matter was tabled for more information.

b. Discussion was had that each advisory council needs to adopts a set standard of bylaws for all committees to report to the Board of Supervisors.

c. Donn Harter presented Adam Wimberley of Caltrans with a plaque of appreciation.

2. March 19, 2022 - VIRTUAL

a. Site Plan Review Application No. 2022-039; White Chief Mountain Lodge Use discussion and recommendation to the Planning Director. DNC Parks and Resorts at Tenaya, Inc. Applicant. The application requests to convert the existing White Chief Mountain Lodge to an employee housing use pursuant to Site Plan Review No. 2022-039, be approved. DNC would lease the site from the owner of White Chief Lodge and use the property for year round employee housing. Once approved, the new use could be "in perpetuity" and would be a contract between DNC and the owner of White Chief Lodge. Prior to a vote on the matter, Steve Engfer from County Planning made a thorough presentation and Brett Archer provided input re: housing and employee needs. While a vote by this council was

not needed to actually approve the plan, the County Planning would like the community's input.

The majority of the community in attendance presented various questions and concerns regarding environmental, traffic, noise, road conditions, state of the road, narrowness of the road, winter conditions of the road, etc., to accommodate a constant flow of traffic that the plan would entail on White Chief Mountain Road.

3. April 30, 2022

a. Supervisor Smallcombe provided an overview of becoming a Certified Fire Wise Community. There are five different steps a community needs to undertake. Discussion was had regarding the certification and lowering risk and hopefully insurance premiums. The Council and community was interested and would like more information to proceed with certification.

b. County Community Wildfire Protection Plan required by every County, approved in Spring 2021. Goal to make community specific templates for each community. They'll work with Steve Ward, set up a town hall meeting to bring everyone up to speed to combine what the County has done and how to get the community involved to obtain the Certified Fire Wise Community certificate.

c. Continued from the 3/19/22 meeting was the Site Plan Review Application No. 2022-039; White Chief Mountain Lodge Use discussion and recommendation to the Planning Director; 7776 White Chief Mountain Road, Fish Camp. APN 010-390-004. DNC Parks and Resorts at Tenaya, Inc., Applicant. The application was approved, which sought to convert the existing White Chief Mountain Lodge to an employee housing use pursuant to Site Plan Review No. 2022-039.

d. Vacation rentals was discussed. The community would like to know the numbers of rentals in Fish Camp. In the agenda packet was a synopsis by numbers, zoning, statistics, map. Of the 211 parcels in Fish Camp, there are 37 total transient occupancy certificates, that includes 3 that are hotel/motel. There are 34 total vacation rental certificates, 2 of which are B&B.

e. Fire Association provided notice of 4 different chipping days.

4. July 23, 2023- moved to August 20, 2022

a. Vacation rentals were discussed again. Included in the agenda packet was a map that identified the registered vacation rentals of Fish Camp.

b. The subject of vacation rentals and overall housing is on the agenda for the September 20, 2022 Board of Supervisors meeting. Discussion will be had regarding the possibility of limiting vacation rentals and other measures to increase the inventory of housing.

c. Archer provided an update on White Chief: Tenaya obtained occupancy of the property on August 1, 2022, and their employees began moving in August 12, 2022. To date, there are 52 residents at the property, with one onsite manager (Randi) assigned specifically to that property; and another Tenaya manager who also lives at the property. The majority of the current residents are holders of H2 Visa (Mexico) and will be at the property through Christmas; as well as J1 Visa (Thailand), who will be at the property September. Currently, there are only 3 or 4 people have own vehicle, otherwise they are using the shuttle for shifts and meals.

d. Donn Harter provided update on the fund raising for Fire Association.

5. October 22, 2022

a. Vacation Rental discussion. Steve Engfer discussed the 30,000 foot overview: Housing and utilization of SFR or duplexes for vacation rentals are currently allowed. Board of Supervisors asked staff to move forward to a moratorium for new applications, as an available option. Full Board will discuss next January to have a more formal discussion. If the public would like more information, keep track of the Board of Supervisors agendas and meeting for discussions. In 2010, there were 243 vacation rentals. In 2022, there were 804 vacation rentals. Within Yosemite West, there are 157; in Wawona, 154; and in Fish Camp, 41. Discussion was had on TOT funds. It is easier to determine County wide, but not community centric. I.e., unable to determine exactly how much TOT comes from Fish Camp.

The County has a housing development specialist working on a book to assist with ADUs; the 1.3 -1.4% increase in vacation rentals over the years; and what's the impact on housing availability. This study will be important to understand housing inventory, or lack thereof; find "solutions" that have been implemented in other jurisdictions. Concern with litigation, but there's lots of experience from other communities to understand the impacts.

Karen Glendenning noted: 20 properties have been identified for ADUs or vacant to build; Karen, said the study is flawed because it removed 20 R120 parcels when they approved the Tenaya expansion, and other approvals. Now that parcels have been taken away for commercial ventures, the government wants to add numbers against the single owners. There were 50 one acre parcels removed from the equation; housing element updates per Steve Engfer. State has obligation to put forward housing solutions. When something is re-zoned from residential to commercial, there is another study to determine if housing needs are still being met. The next housing element update will be in 2024, which will discuss existing undeveloped lots, existing units, multi family, what can be developed, etc.

b. Fire Wise: Steve Ward from County Fire provided information from Fire Wise website, overview of program, and what is involved with the program. Two packets provided for the community. If community is interested in moving forward, community members should familiarize themselves with steps involved.

Currently, there is a goal to move forward with certain communities; Community Wildfire Protection Plan - what is the difference between that and a Fire Wise community.

Steve Ward: CWPP there is appendix for each community to keep updated in overall plan. Each identified community will have more details per community, must have community involvement for CWPP or FW to work. Steve trying to build both criteria into one assessment, so after initial legwork is done, then there's a reassessment; currently working with Supervisor Smallcombe for initial assessment and initial report, then will seek community involvement; for example, last CWPP didn't include Camp Green Meadows and how to evacuate all the kids.

There are 14 communities in Madera County that are Fire Wise certified. Supervisor Smallcombe will ask that they will come to Mariposa's meeting to provide additional information, obstacles, etc., and add to January's Fish Camp agenda an action item for Fire Wise.

Safer from wildfire is similar to Fire Wise concept; some constituents have been told by their insurance agents that they can get a 5=10% reduction in their premiums if they have a Fire Wise certification.

B. Other Projects/Issues:
How the projects/issues/topics fall within the committee's purpose

1. Falls within codified responsibilities and authority of council.
2. Need additional direction for completion of this section.

C. Any issues impeding commission effectiveness:

1. Lack of information from Ex-Officio Members when they are absent from the meeting. Can they submit a written report, even if it's only a sentence or two, or a "no update" update?
2. Lack of ability to keep Fish Camp community as a whole informed. Would like to be able to provide draft minutes either via email or social media.

D. Goals and objectives for the next year

Objective 1: Become Fire Wise certified.
Objective 2: Authority to provide draft minutes of the council meeting on social media, rather than wait for minutes to be approved for final.
Objective 3: Continue to provide links to agenda packets on social media.
Objective 4: Provide all council members with the By Laws, Resolutions, and other governing documents necessary to understand their roll. Need these from the County.

E. Any additional information. None

F. Current Membership as of April 14, 2023:

Members as of 4/14/23 with terms:	**Ex-Officio Members**:
Brett Archer 10-26-21 to 02-28-23 reappt. to ___ Robert Bassett 04-03-12 to 02-28-23 reappt. to ___ Greg Baxter, Vice Chair 09-01-09 to 02-28-24 Jeff Cerioni 04-24-90 to 02-28-24 James Christian 04-05-16 to 02-28-24 Donn Harter, Chair 03-26-19 to 02-28-23 reappt. William Reinhardt 02-28-23 to ?? Margaret Rolfe, Secretary 04-07-20 to 02-28-24 Greg Royse 02-05-13 to 02-28-23	Rosemarie Smallcombe, Supervisor, District I Ed Walls Planning, Commissioner, District I Steve Engfer, Planning Director Shannon Hansen, Public Works Director Eric Sergienko, Director of Public Health Mike Van Loben Sels, Fire Chief Jeremy Briese, Sheriff (Vacant) National Park Service

Mariposa County
Department of Public Works

Roads – Parks & Recreation – Facilities - Airport
Engineering – Surveying – Transportation – Utility Operations
Fleet Maintenance – Solid Waste - Cemeteries

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August 16, 2023

Committee Sunset Dates

Coulterville Cemetery Ad Hoc Committee – Have not met in several years - Dissolve

Catheys Valley Cemetery Ad Hoc Committee – Extend to 3 years

Mariposa Town Cemetery Ad Hoc Committee – Extend to 3 years

Parks & Recreation Commission – Just recently started meeting again – extend to 3 years

Coulterville Service Area No. One Advisory Board – Extend to 3 years

MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING: September 19, 2023

TO: The Board of Supervisors

FROM: Danielle Bondshu, Clerk of the Board

RE: Approve the July 11th, 2023, Minutes of the Board of Supervisors

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RECOMMENDATION AND JUSTIFICATION

Approve July 11th, 2023, Minutes of the Board of Supervisors.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board routinely approves their minutes.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve the minutes and they will remain in draft status.

FINANCIAL IMPACT

none.

ATTACHMENTS

1. CA07112023 - DRAFT

Mariposa County

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

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

BOARD OF SUPERVISORS
ACTION SUMMARY MINUTES
JULY 11, 2023

DRAFT

A. 9:00 AM Called to Order

Chair Menetrey called the meeting to order and noted Supervisor Forsythe is excused.

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	Excused	
Miles Menetrey	District V Supervisor	Present	9:00 AM

B. Pledge of Allegiance

Chair Menetrey led the pledge.

C. Introductions

Dr. Kristina Keheley/Director of Health Services, introduced Kim Ballard/Deputy Director of Public Health and Andrew Carter/Deputy Director of Administration.

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

Public comment was received by Matthew Johnson/Librarian noted CA.23 through CA.26 are for security cameras at the different library branches. He noted the funds are coming from the Stroming Fund, which was donated by the Tillie Stroming Trust. He also noted the cameras are necessary due to an increase in the theft of audiobooks, CDs, and DVDs

Mike Brusa/Bear Valley noted he will continue to comment on CA.1, the continuation of the shelter crisis emergency. He noted that immunity from liability is a huge issue, and the government doesn't discuss how

they do it. He noted he feels the emergency rules are horrible and lead to inappropriate decisions by the government. He continued to note the emergencies and that the government's deniability is thoughtless.

Supervisor Smallcombe commented on CA.10, noting this is to approve an agreement with the Alliance. She noted this is a new program to create a family resource center for linkages to treatment and services. Joe Lynch/Health and Human Services Agency Director, noted that on the topic of MSHA, funds are the types of programs that would be at risk if the program Governor Newson is pushing is passed. Alison Tudor/Executive Director of the Alliance, noted the RFP had come out earlier this year. She noted they proposed, starting August 1st, offering groups, classes, and enrichment activities for LGBTQ support for young people and their families. Supervisor Poe noted he was happy to hear they would focus on North County. In response to another question, Ms. Tudor noted information would be disseminated through social media, foothill express, and information Boards.

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

CA1. **Health and Human Services Agency**

Resolution Continuing a Shelter Crisis Local Emergency in Mariposa County

CA2. **Sheriff's Department**

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

CA3. **Sheriff's Department**

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

CA4. **Administration**

Approve Amendments to the Job Classification Plan to Clarify Definitions and to Allow Human Resources to Make Substantiated Changes to Job Descriptions, Effective Immediately

CA5. **Agricultural Commissioner**

Approve Cooperative Service Agreement No. 23-7306-0260-RA the Annual Work and Financial Plan for Fiscal Year 2023/2024 with the United States Department of Agriculture/Animal and Plant Health Inspection Service/Wildlife Services (USDA/APHIS/WS); and Authorize the Board of Supervisors Chair to Sign the Agreement

CA6. **Agricultural Commissioner**

Approve the County Petroleum Products Program Cooperative Agreement No. 23-0153-000-SA for Fiscal Year 2023/2024 with the California Department of Food and Agriculture (CDFA); and Authorize

DRAFT

the Board of Supervisors Chair to Sign the Agreement

CA7. **Child Support Services**

Approve the Plan of Cooperation (POC) Between the Mariposa County Department of Child Support Services and the Superior Court of California, County of Mariposa; and Authorize the Board of Supervisors Chair to Sign the Plan AB1058 POC 2023-2025

CA8. **Clerk of the Board**

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

CA9. **Fire**

Approve an Automatic Aid Agreement with Tuolumne County Fire for Immediately Dispatched Mutual Aid and is being Pursued to Enhance Current Emergency Response; and Authorize the Board of Supervisors Chair, and Mariposa County Fire Chief to Sign the Agreement

CA10. **Health and Human Services Agency**

Approve an Agreement with Alliance for Community Transformations in the Amount Not to Exceed $121,000 for Development and Maintenance of An Early Intervention Program that Addresses and Promotes Recovery; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA11. **Health and Human Services Agency**

Recognize Katherine Coggin for her service to the First 5 of Mariposa and Appoint Kristina Keheley, PhD, to First 5 of Mariposa County as a Member Representing Health and Human Services Agency (HHSA) to Fill an Unexpired Term Ending April 6, 2024

CA12. **Health and Human Services Agency**

Approve Budget Action Transferring Funds Within the Behavioral Health Department 402 Budget for Fiscal Year 2023 to Pay Expenses Through Year End ($620,000)

CA13. **Health and Human Services Agency**

Approve the Second Amendment with The Building Design Group (BDG) Extending the Term of the Agreement to September 30, 2023, for Architectural Design Services; and Authorize the Board of Supervisors Chair to Sign the Amendment

CA14. **Health and Human Services Agency**

Approve an Agreement with Archie's Mini Storage for Storage Services (Units 153 and 167); and Authorize the Board of Supervisors Chair to Sign the Agreement

CA15. **Health and Human Services Agency**

Approve an Agreement with Archie's Mini Storage (Units 152 and 168) for Storage Services; and

DRAFT

Authorize the Board of Supervisors Chair to Sign the Agreement

CA16. **Health and Human Services Agency**

Approve an Agreement with Alliance for Community Transformations in the Amount of $498,607 to Operate Connections Emergency Shelter Services; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA17. **Health and Human Services Agency**

Ratify the Submittal of CalAIM PATH CITED (California Advancing and Innovation in Medi-Cal Providing Access and Transforming Health Capacity and Infrastructure Transition Expansion and Development) Grant Application to Expand CIE (Community Information Exchange) Integrations, for $384,004; and Authorize the Health and Human Services Agency Director to Accept the Funds, if Awarded

CA18. **Health and Human Services Agency**

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

CA19. **Health and Human Services Agency**

Accept Resignation and Recognize the Service of Dale Silverman on the Mariposa County Commission on Aging

CA20. **Health and Human Services Agency**

Accept Resignation and Recognize the Service of Dale Silverman on the Area 12 Agency on Aging Advisory Council

CA21. **Health and Human Services Agency**

Approve an Agreement with Mariposa Safe Families in the Amount of $172,910 for Prevention Services; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA22. **Health and Human Services Agency**

Approve the Allocation of Two Registered Nurse Positions and one Program Administrator Position in HHSA as Part of the Memorandum of Understanding (MOU) with the Mariposa County Sheriff's Office for Jail Based Services (JBS), Effective Immediately

CA23. **Library**

Approve an Agreement with Johnson Controls in an Amount Not to Exceed $6,661.27 for the Installation of a Camera Security System at the El Portal Branch Library; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA24. **Library**

DRAFT

Approve an Agreement with Johnson Controls in an Amount Not to Exceed $7,337.50 for the Installation of a Security Camera System at the Wawona Branch Library; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA25. **Library**

Approve an Agreement with Johnson Controls in an Amount Not to Exceed $11,033.29 for the Installation of an Updated Security Camera System at the Mariposa Branch Library; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA26. **Library**

Approve an Agreement with Johnson Controls in an Amount not to exceed $12,355.37 for the installation of a security camera system at the Red Cloud Branch Library; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA27. **Library**

Adopt a Policy for Public Use of the Mariposa County Library 3D Printer

CA28. **Planning**

Appoint Marty Cerles to the Wawona Town Planning Advisory Committee with a Term Expiring February 28, 2025

CA29. **Probation**

Approve an Agreement with Alliance for Community Transformations in the Amount of $175,350 for Rehabilitative and Support Services to Probationers at the Mariposa Heritage House; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA30. **Probation**

Approve an Agreement with the Franchise Tax Board for Renewed Participation in Court Ordered Debt Program (FTB COD) for the Period of June 1, 2023 to May 31, 2026; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA31. **Public Works**

Approve Budget Action Transferring Funds within the Public Works Department Roads Fund to Capital Improvement Fund to Cover the Remaining Designs Cost of the Indian Peak and Harris Road Bridges ($162,000) (4/5ths Vote Required)

CA32. **Sheriff's Department**

Adopt a Resolution Authorizing the Mariposa County Sheriff to Apply for the California State Parks and Recreation Off Highway Vehicle Grant Fund Program; and Authorize the Sheriff to Sign the Grant Application and Any Documents Pertaining to this Grant (Subject to Approval as to Legal Form by County Counsel)

DRAFT

E. Items removed from Consent Agenda

None.

F. Departmental Presentation

Steve Engfer/Planning Director gave an update on the Brown Bear project.

Matt Johnson updated the Board on library activities, including the summer reading program. He gave kudos to his staff for their work on the activities. He noted that they have new library cards and digital literacy programs. Mr. Johnson noted the library had just finished a workshop on using the 3D printer. He noted they extended the hours of the Wawona library to 6 days a week.

Debra Barcellos/Mariposa Heritage House noted she had submitted her resignation. She introduced Summer Lynn Marquez who would be replacing her as Director at the end of September. Ms. Marquez noted she looked forward to being part of the team.

G. Public Comment on Non-Agenda Items

Jeananne Anne-Pine/Resident noted she has been researching flags. She noted many counties have flags, but Mariposa does not. She asked that a contest be made to create a flag that would unify us as a community.

Mike Brusa wanted to discuss the Declaration of Independence. He noted he had seen a Facebook feed that discussed the Board of Supervisors cancelling a meeting for the 4th of July. He noted he listened to the Declaration being read and noted people forget it is to keep the government accountable.

H. Regular Agenda Items

1. **Health and Human Services Agency**

Receive a Presentation by Central California Alliance for Health, Providing an Update on a Community Organized Health Services planned for January 2024

Joe Lynch introduced the item, and Michael Schrader/CEO of Central California Alliance for Health. He introduced Danita Carlson and one other individual who was with him today. Mr. Schrader gave a PowerPoint presentation.

Public comment received by Mike Brusa.

Board discussion ensued.

RESULT: PRESENTATION HELD

I. Closed Session

Chair Menetrey introduced the closed-session items. No public comment.

DRAFT

10:18 AM Chair Menetrey recessed the Board into closed session.

1. **Board of Supervisors**

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

RESULT: CLOSED SESSION HELD

2. **Board of Supervisors**

   CLOSED SESSION: Public Employee Performance Evaluation; Position of Employee Under Review: County Health Officer

RESULT: CLOSED SESSION HELD

J. Report Out

11:24 AM Chair Menetrey reconvened and noted that information was received in both closed session items.

K. Board Information

Board information received.

L. Adjournment

11:30 AM adjourned in memory of Alberta Rose Garrett, Edwin Lee Appling Sr., Harriet Hanson, Alva Branson, and William "Billy" Franklin Thomas.

Respectfully submitted,

Danielle Bondshu
Clerk of the Board

Miles Menetrey
Chair, Board of Supervisors

DRAFT

MARIPOSA COUNTY

Board of Supervisors

Local Transportation Commission 2023-23

MEETING:	September 19, 2023
TO:	The Board of Supervisors
FROM:	Shannon Hansen, Director of Public Works and Transportation
RE:	PUBLIC HEARING: To Adopt the 2024 Regional Transportation Plan (RTP) and Negative Declaration

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RECOMMENDATION AND JUSTIFICATION

PUBLIC HEARING: To Adopt the 2024 Regional Transportation Plan (RTP) and Negative Declaration

The RTP is a twenty-plus year plan that provides both short-range and long-range multi-modal transportation solutions. These solutions are identified for the County's highway, transit, non-motorized (pedestrian/bicycle), aviation, and goods movement transportation facilities.

The County is required by Caltrans to adopt or re-adopt the RTP every 5 years in order to receive funding for these types of projects. The Draft RTP and Negative Declaration were available for review and input beginning July 20, 2023 through August 21, 2023.

Comments were received from Caltrans and minor changes were incorporated into the final RTP. In addition, an email was received from the California Transportation Commission (CTC) notifying the County that they have no comment. No other comments were received.

While going through the approval process, a minor typo was discovered by County Counsel, and the correction was made by Fehr & Peers Consulting. The correction did not affect the conclusions of the report.

BACKGROUND AND HISTORY OF BOARD ACTIONS

On July 18, 2023, the MCLTC Authorized the start of the 30-day Public Review period for the Negative Declaration and 2024 Draft RTP. (Resolution: LTC 23-16)

On July 9, 2019, the MCLTC Adopted the Final 2017 RTP and Negative Declaration. (Resolution: LTC 2019-15)

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Without adopting or re-adopting an updated RTP the County will not be eligible for State and Federal Funding.

FINANCIAL IMPACT

ATTACHMENTS

1. Mariposa RTP Report_091223
2. Mariposa RTP CEQA Public Review Draft 7-6-23
3. APPENDIX A_Regional Transportation Plan Checklist for RTPAs 230825
4. Appendix B_Engagement_Summary Memo_221206
5. Appendix_C_Project Lists
6. Appendix D_Glossary of Common Acronyms_230705
7. 8-21-23 MCLTC Draft RTP_

VOTE RESULT

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

Mariposa County Regional Transportation Plan

2022 - 2047



Mariposa County Local Transportation Commission

SEPTEMBER 2023

EXECUTIVE SUMMARY

The 2022 Mariposa County Regional Transportation Plan (RTP) has been developed by the Mariposa County Local Transportation Commission (MCLTC) to document the transportation policy, actions, and funding recommendations that will meet the short- and long-term access and mobility needs of Mariposa County residents over the next 25 years (2022-2047). This document is designed to guide the systematic development of a comprehensive multimodal transportation system for Mariposa County. The 2022 update of the Mariposa County RTP reflects the latest project funding and planning assumptions, updates regional issues and policies, and updates performance measures for tracking plan progress. The Mariposa County RTP supports the California Transportation Plan (CTP) 2050 vision of a "safe, resilient, and universally accessible transportation system that supports vibrant communities, advances racial and economic justice, and improves public and environmental health."

The Mariposa County Board of Supervisors serves as the local transportation commission for transportation related agenda items. The MCLTC is composed of five County supervisors representing the districts in the county. The MCLTC's mission is to coordinate with its partners and communities to optimize the existing and future transportation systems. The MCLTC promotes a dynamic view of planning within the county by encouraging and supporting a variety of planning projects and programs.

Population over the period of the plan is expected to decrease slightly due to expected demographic trends including an aging population. Tourism traffic may add increasing demands on the roadway system; however, visitors to Yosemite National Park, the largest driver of tourism in the county, have dropped in recent years after peaking in 2016. The ongoing impacts of the COVID-19 pandemic and emerging transportation technologies may change the way people travel in the long term, but the automobile is expected to continue to be the dominant mode of transportation. Stresses on the roadway system induced by climate change may add demands for investment in the roadway network in coming years.

The aging population of the county and increasing desire in the general population for non-automotive transportation options is likely to increase the demand for transit. The desire for non-automotive transportation options also points to needs for investing in bicycle facilities and sidewalks.

The passages of the federal Bipartisan Infrastructure Law (BIL) and California Senate Bill (SB) 1 have improved the outlook for funding transportation maintenance and improvements in California. However, funding of the BIL beyond 2026 is unknown. Therefore, funding for investments in both automotive and non-automotive modes is likely to remain an issue.

The RTP contains the following chapters:

Executive Summary: Provides an overview of the plan and its components.

Introduction: Describes why and how the plan was developed, the regional setting and key characteristics of Mariposa County and its population, and other trends likely to impact the future of transportation in Mariposa County. Key characteristics identified include a slow growth rate and an aging population.

Policy Element: Describes the key issues relevant to planning in Mariposa County, other plans that affect the development of the RTP, and public participation in the development of the plan. These issues include the following:

- Concerns about safety on State highways and pavement conditions on local roads
- Concerns about vegetation management along roadways
- Lack of ample parking within Mariposa County activity centers and communities
- Lack of bicycle and pedestrian paths, trails, and other facilities
- Public desire for increased transit connections and more frequent service
- Concerns about appropriate lighting

The policy element presents the following regional vision: Create safe, efficient, and economically feasible regional transportation that:

- enhances livability for both residents and visitors while maintaining the rural character of Mariposa County;
- serves the social, cultural, economic, and environmental needs of the county, considering transit, bicycle, pedestrian, aviation, and freight transportation; and
- is maintained in good condition and improved to meet future needs, considering existing and new land use development in the county, interregional travel, and the effects of changing climate.

The policy element also identifies goals, objectives, and performance measures for the plan, including those for highways, transit, active transportation, aviation, air quality and greenhouse gases, transportation financing, goods movement, transportation system management, and land use.

Action Element: Identifies current conditions of each transportation mode and short- and long- term actions to address the needs of the transportation system and to meet the goals and objectives of the RTP. The Action Element addresses each of the following modes and topics:

- Roadway Network
- Public Transit
- Bicycle and Pedestrian Facilities
- Aviation
- Goods Movement
- Intelligent Transportation Systems
- Transportation Systems Management
- Air Quality and Greenhouse Gases
- Transportation Safety and Security

Financial Element: Outlines the financial assumptions and forecasts of transportation costs and revenues necessary to implement the Action Element. The Financial Element presents a constrained funding scenario that includes revenue that is reasonably expected to be available from existing funding mechanisms over the horizon of the RTP, including projections of the future State Transportation Infrasturucture program (STIP) and federal transportation funds. The Financial Element also summarizes funding programs available to Mariposa County.

This plan meets all the requirements for RTPs developed by regional transportation planning agencies, as shown in **Appendix A**.

Mariposa County Local Transportation Commission

COUNTY COMMISSIONERS

Rosemarie Smallcombe, District 1

Shannon Poe, District 2

Danette Toso, District 3

Wayne Forsythe, District 4

Miles Menetrey, District 5

STAFF

Jeannie Morvay-Clayton, Transportation Planning

Matt Hespenheide, County Engineer

CONSULTANTS

Fehr & Peers

Crawford & Bowen

TABLE OF CONTENTS

i EXECUTIVE SUMMARY

1 INTRODUCTION

21 POLICY ELEMENT

51 ACTION ELEMENT

83 FINANCIAL ELEMENT

APPENDICES

Appendix A: RTP Checklist

Appendix B: Public Outreach Summary

Appendix C: Project Lists

Appendix D: Glossary

INTRODUCTION

Purpose

As the Regional Transportation Planning Agency (RTPA) for Mariposa County, the MCLTC is required by California State law to prepare, adopt, and submit an updated Regional Transportation Plan (RTP) to the California Transportation Commission (CTC) and the California Department of Transportation (Caltrans) at least every five years. The purpose of this plan is to document Mariposa County's short-term (2022-2032) and long-term (2032-2047) regional transportation needs and set forth an effective, cost-feasible action plan to meet these needs. The RTP documents the policy direction, actions, and funding strategies designed to maintain and improve the regional transportation system. The RTP promotes a continuous, comprehensive, and cooperative transportation planning process that facilitates the efficient development and implementation of projects while maintaining Mariposa County's commitment to public health and environmental quality. The RTP is coordinated with the California Transportation Plan (CTP) as the CTP demonstrates how major metropolitan areas, rural areas, and state agencies can correlate planning efforts to achieve critical statewide goals. When developing the RTP, the MCLTC worked to align with the goals, policies, strategies, and recommendations laid out in the CTP where applicable.

Process

The MCLTC is responsible for the preparation of the Mariposa County RTP and must ensure that all requirements of the RTP process are met. To do so, the MCLTC completed the following steps:

1. Solicited public comment from the general public via a public meeting and an online survey.
2. Consulted Native American Tribal Organizations, Caltrans, other public agencies, and other groups to notify them of the RTP update and public meetings.
3. Reviewed the California Transportation Plan 2050, the Mariposa County General Plan, and other statewide and local plans to understand statewide and local goals relevant to development of the Mariposa County RTP.
4. Prepared a draft plan that included all of the required elements. The draft plan was made available to the parties identified in step two for comment.
5. Responded to comments and, as appropriate, included responses to comments in the final document.
6. Prepared a Negative Declaration on the potential environmental effects of the adoption of the RTP in accordance with CEQA guidelines.
7. Adopted the RTP and the environmental documentation.

Public Participation in Transportation Planning

The planning of the county transportation system is accomplished through the coordination of various governmental agencies, advisory committees, and public input. As part of the process to develop the RTP, the MCLTC Public Participation Plan, June 2010, was reviewed and used to guide the public participation process for the RTP.

GOVERNMENT PARTICIPATION

The following government agencies and groups were given the opportunity to contribute to development of the RTP:

- Mariposa County Local Transportation Commission, serving as the Regional Transportation Planning Agency
- Mariposa County Social Services Transportation Advisory Council
- Mariposa County Air Pollution Control District
- California Transportation Commission
- Caltrans
- California Air Resources Board
- U.S. Environmental Protection Agency
- Federal Highway Administration
- Federal Transit Administration
- US Forest Service
- Bureau of Land Management
- National Parks Service
- California Department of Fish and Wildlife
- United States Fish and Wildlife Service
- Mariposa Resource Conservation District
- Mariposa County Unified School District

CITIZEN PARTICIPATION

Every person in Mariposa County is affected by transportation. Equity in transportation access is essential to allow each member of the Mariposa County community to meet their needs with access to destinations throughout the county and in adjacent regions. Mariposa County's transportation system therefore is not solely based on driving and access to private vehicles, but includes transit, walking, biking, aviation, and goods movement. Similarly, public involvement is a major component of the transportation planning process. The MCLTC makes a concerted effort to solicit public input from all Mariposa County residents, including underrepresented groups, on transportation planning within Mariposa County. Specific examples include:

- Two community engagement events with a booth at the Mariposa Farmers' Market on August 24, 2022, and October 26, 2022. The purpose of the booths was to collect public input on transportation issues in the county. During the event, Mariposa County and consultant staff talked to members of the public, solicited input through voting on priority posters and comment cards, and directed the public to complete an online survey and stay connected to the RTP update. This process is further described in the Public Outreach section. **Appendix B** provides further details of inputs received via the outreach events and online survey.
- Mariposa County hosted a web page to keep the public informed during the RTP process. Planning documents, including the draft and final RTP, were posted to this site.
- Copies of the Draft RTP were made available for review at the Mariposa Public Library and on the project website.
- Press releases were sent to the media establishments announcing availability of the Draft RTP for review and comment and noting key findings.

- Public hearings were noticed in the local newspaper and held prior to adoption of the RTP and Regional Transportation Improvement Program.
- Notice of the Draft RTP was sent to the Mariposa County Chamber of Commerce.

NATIVE AMERICAN TRIBAL PARTICIPATION

The Native American Heritage Commission provided a list of tribal contacts with knowledge of cultural resources in Mariposa County. Each of the following tribes was contacted for consultation regarding the RTP (*Italicized* tribes are federally recognized):

- *Chicken Ranch Rancheria of Me-Wuk Indians*
- Nashville Enterprise Miwok-Maidu-Nishinam Tribe
- *North Fork Rancheria of Mono Indians*
- *Picayune Rancheria of Chukchansi Indians*
- Southern Sierra Miwuk Nation
- *Tule River Indian Tribe*
- *Tuolumne Band of Me-Wuk Indians*
- *Wuksache Indian Tribe/Eshom Valley Band*

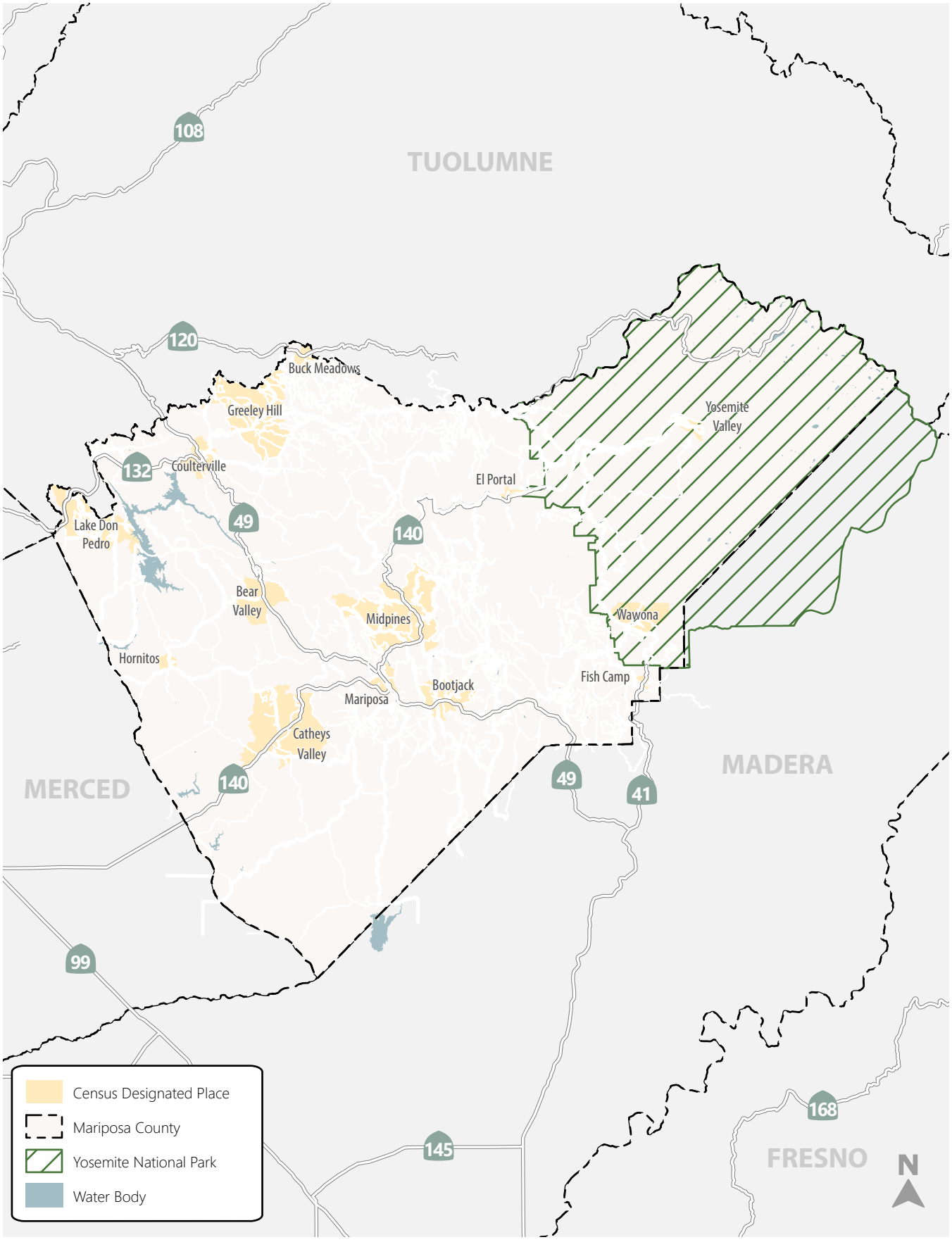
All tribes listed were contacted for participation in the RTP development by email and telephone in 2022. No comments were received from any of the tribes.

Regional Setting

Mariposa County is located in the western foothills of the Sierra Nevada. It lies north of Fresno, east of Merced, and southeast of Stockton. Bordering counties include Stanislaus, Tuolumne, Madera, and Merced. A significant portion of Yosemite National Park lies within Mariposa County, including Yosemite Valley, which receives most park visitors (Figure 1).



Figure 1: Mariposa County Regional Setting



Demographics

Transportation planning in Mariposa County is multifaceted and strives to balance the needs of many users including residents, people with special needs (such as those who are older, disabled, or have low income), visitors, and local workers.

POPULATION

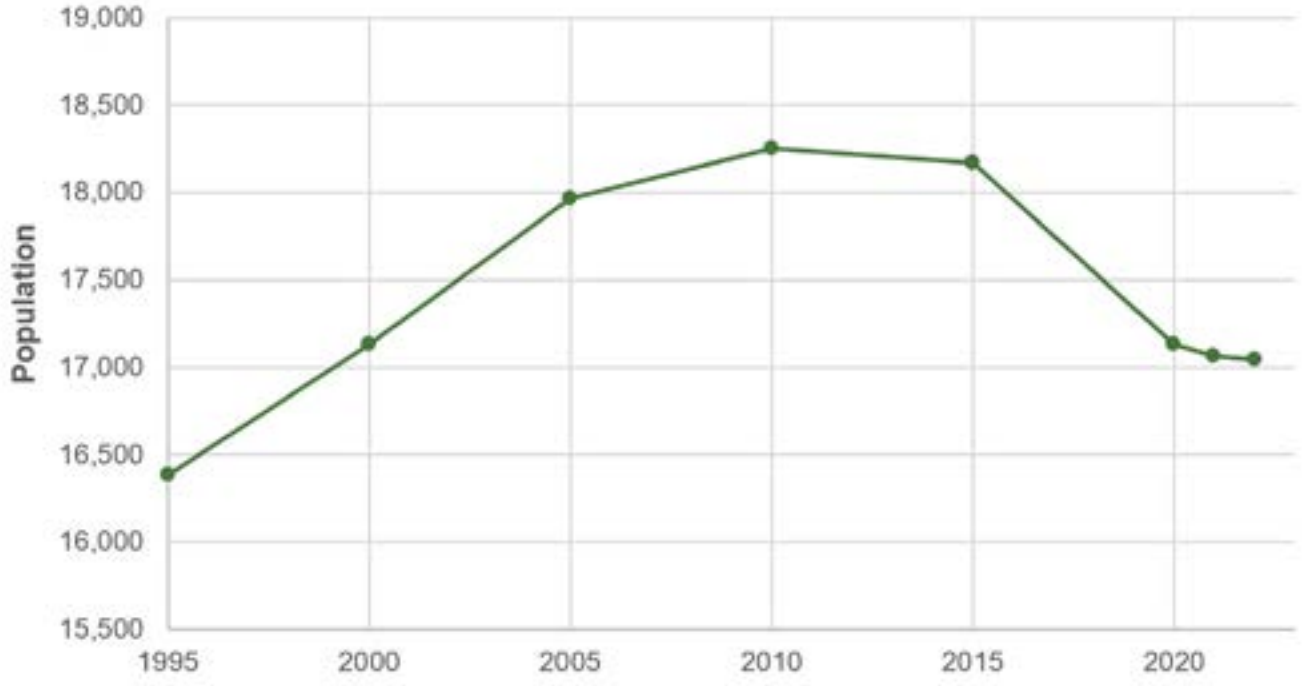
The total county population was estimated to be 17,045 in January 2022. Population has declined since 2010, by about 6.6 percent. The historic and current population for the County is shown in Table 1 and Figure 2.

TABLE 1: MARIPOSA COUNTY POPULATION

DATE	POPULATION
April 2010	18,251
January 2015	18,172
April 2020	17,131
January 2022	17,045

Source: April 2010 and 2020 estimates provided by the U.S. Census Bureau. January 2015 and 2022 estimates provided by California Department of Finance (DOF), Report E-4 Population Estimates for Cities, Counties, and the State, January 2023.

Figure 2: Mariposa County Population Trend



Source: State of California, Department of Finance, Report E-4, Historical Population Estimates for Cities, Counties, and the State, Sacramento, California, January 2023.

There are no incorporated cities in Mariposa County; however, there are three census-designated places (CDP) in the county (Figure 3), including Mariposa, the county seat. A CDP is a concentration of population identified by the U.S. Census Bureau for statistical purposes. CDPs are delineated for each decennial census as the statistical counterparts of incorporated places such as cities, towns, and villages. CDPs lack a separate municipal government, but otherwise physically resemble incorporated places. Table 2 shows the population for each CDP as estimated in the 2021 American Community Survey.

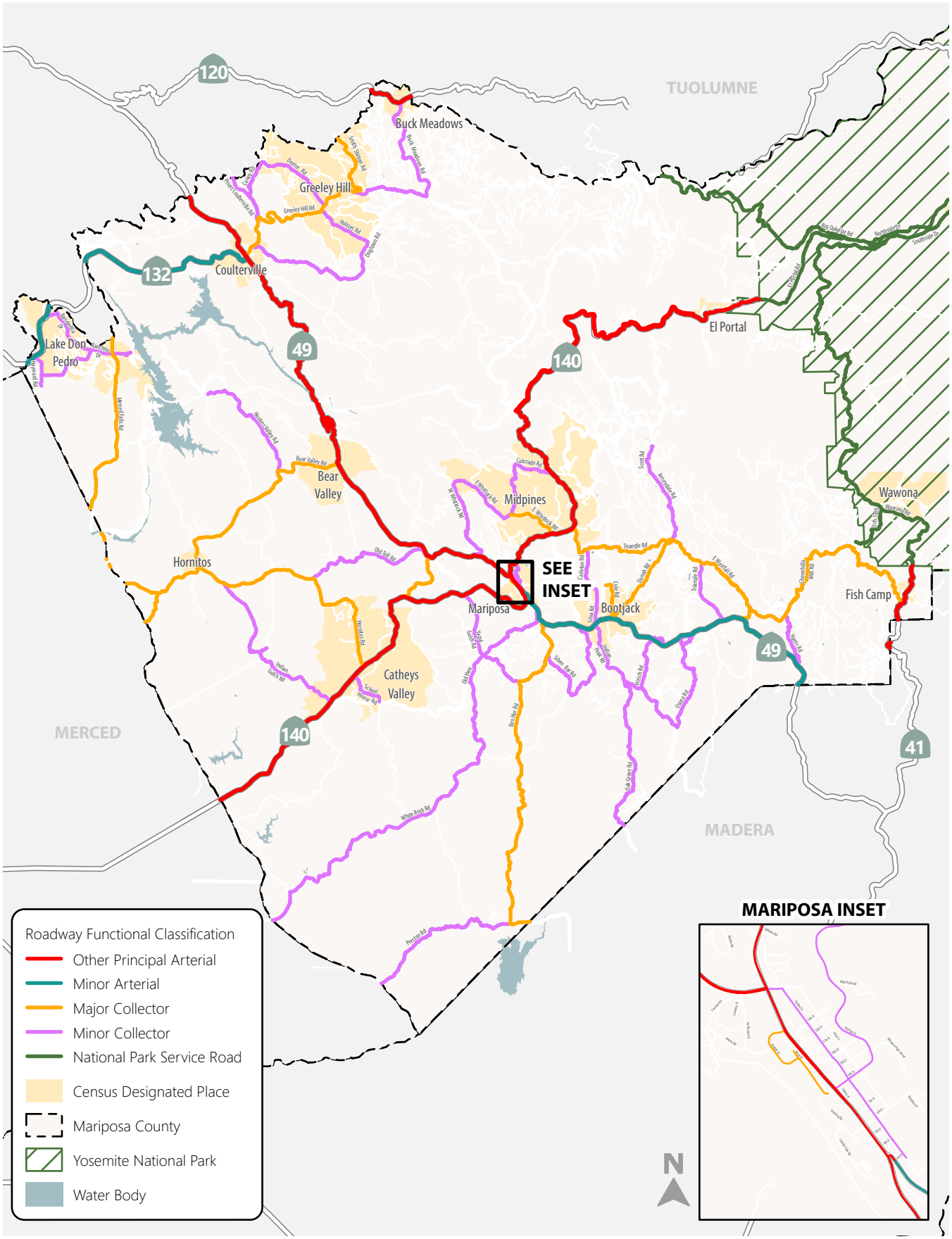
TABLE 2: CENSUS-DESIGNATED PLACES IN MARIPOSA COUNTY

CENSUS-DESIGNATED PLACE	2021 ESTIMATE
Mariposa	1,305
Bootjack	592
Yosemite Valley	1,210
Bear Valley	84
Bridgeport	424
Buck Meadows	0
Catheys Valley	783
El Portal	363
Fish Camp	0
Greeley Hill	945
Hornitos	69
Lake Don Pedro	1,419
Crane Creek	34
Coulterville	44
Midpines	295
Wawona	101
Yosemite West	35
Mt. Bullion	133

Source: US Census Bureau, ACS 2021 5-Year Estimates, Table S0101.



Figure 3: Population Centers and Roadway Networks



AGE OF POPULATION

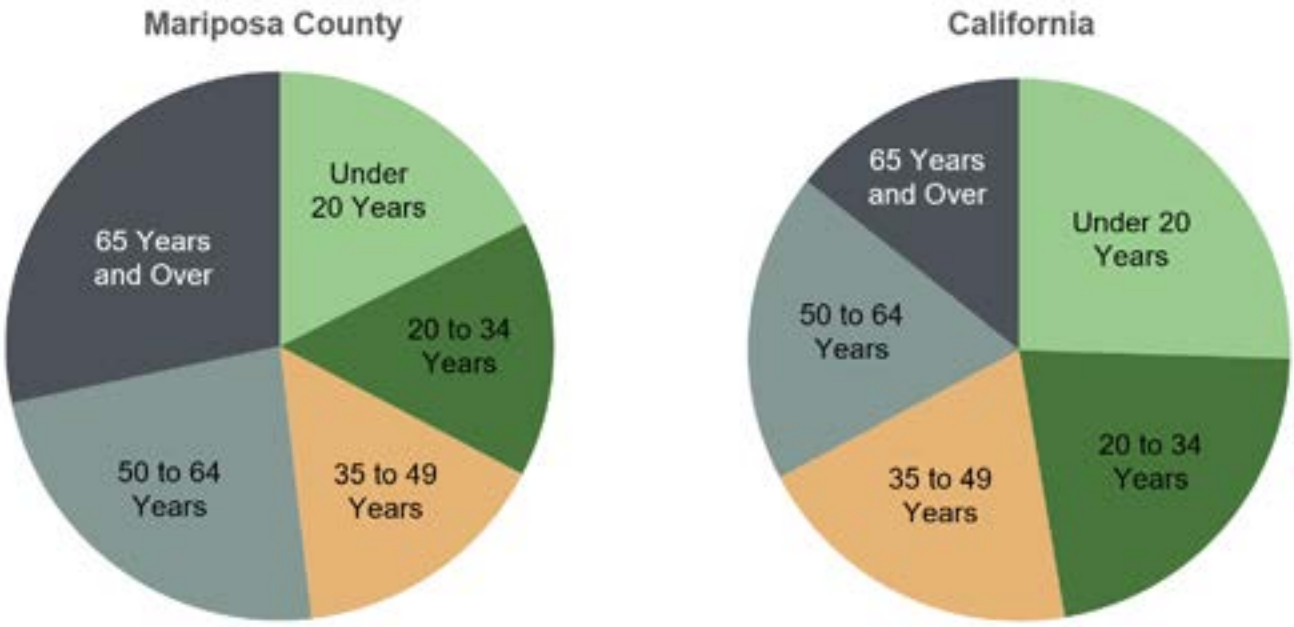
Based on 2021 American Community Survey (ACS) data, a greater share of Mariposa County's population is over age 50 when compared to California as a whole. This data is presented in Table 3 and Figure 4. The median age in Mariposa County was 51.6 years, compared to 37.0 years for California as a whole (ACS 5-Year Estimates, 2021). As a population ages, the demand for alternative transportation modes to driving typically increases in most locations as people either elect to stop or can no longer drive automobiles.

TABLE 3: 2021 POPULATION ESTIMATES BY AGE

AGE	MARIPOSA COUNTY		CALIFORNIA	
	Persons	Share	Persons	Share
Under 20 Years	3,051	17.6%	10,031,434	25.2%
20 to 34 Years	2,612	15.1%	8,568,471	21.8%
35 to 49 Years	2,644	15.4%	7,873,193	19.9%
50 to 64 Years	4,057	23.5%	7,312,376	18.5%
65 Years and Over	4,861	28.3%	5,669,879	14.3%
Total	17,225	100%	39,455,353	100%

Source: US Census Bureau, ACS 2021 5-Year Estimates, Table S0101.

Figure 4: Population by Age



Source: US Census Bureau, ACS 2021 5-Year Estimates, Table S0101.

POPULATION FORECASTS

As shown in Table 4 and Figure 5, the population of Mariposa County is projected to increase slowly over the horizon of this plan. As Mariposa County's population increases, additional demand will be placed on the existing transportation infrastructure. Therefore, the analysis contained in this RTP reviews the need for maintenance of existing facilities and the need for new facilities.

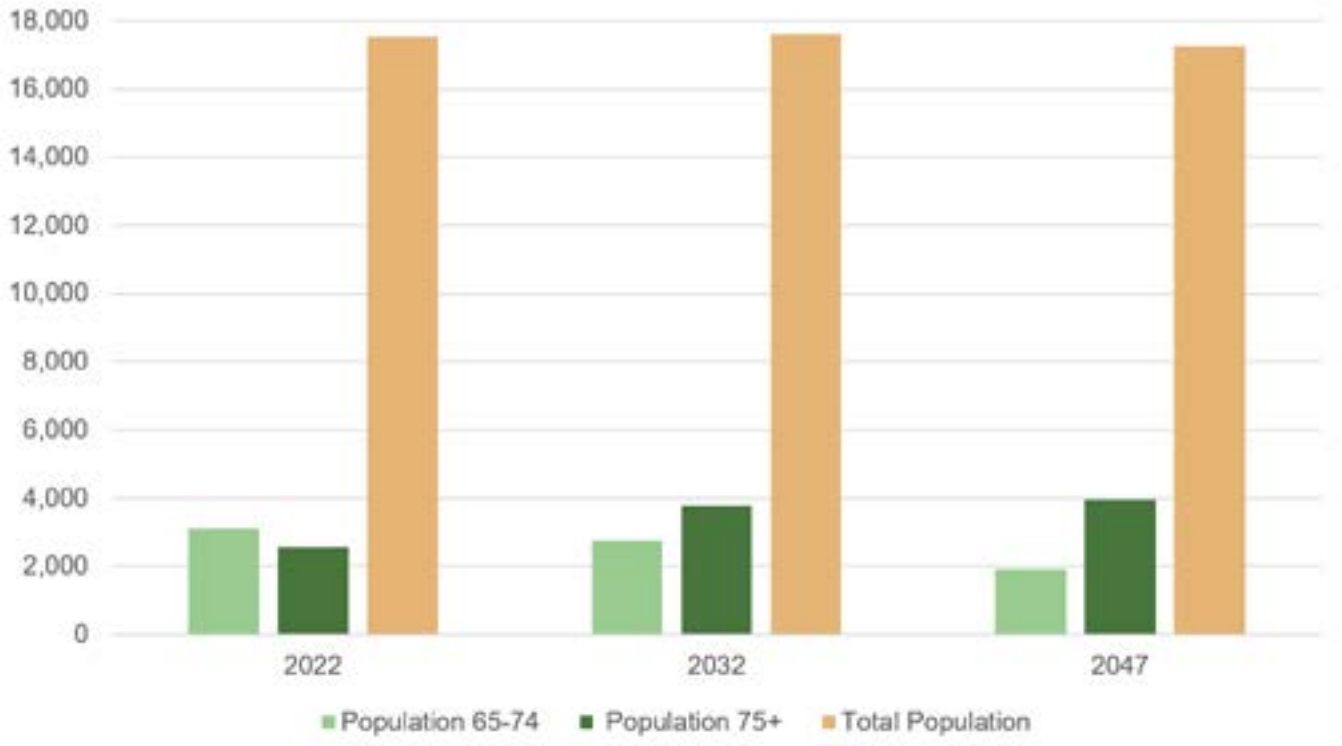
As the residents of Mariposa County age, their need for services is likely to increase. Between 2022 and 2047, the senior population (over age 65) is anticipated to grow by approximately 15 percent between 2022 and 2032, but decrease by 10 percent between 2032 and 2047. As persons age 65 and older are a major transit market, this suggests additional demand will be placed on fixed-route transit and paratransit services over the plan period and highlights the need to address the long-term expansion of transit operating revenues.

TABLE 4: MARIPOSA COUNTY POPULATION PROJECTIONS

YEAR	TOTAL POPULATION	POPULATION 65 YEARS AND OLDER	SHARE 65 YEARS AND OLDER
2022	17,556	5,669	32%
2032	17,634	6,540	37%
2047	17,252	5,886	34%

Source: California Department of Finance (DOF), Report E-4 Population Estimates for Cities, Counties, and the State, Sacramento, CA, May 2022, California Department of Finance (DOF), Report P-2 County Population Projection (2010-2060).

Figure 5: Mariposa County Projected Population



Source: California Department of Finance, Demographic Research Unit, 2022.

EMPLOYMENT

In 2021, 7,010 county residents 16 years of age and older were members of the labor force (Table 5). This number represents approximately 40 percent of all residents 16 years and older. This share is a decrease from 2018 when the labor force was 7,650.

TABLE 5: LABOR FORCE

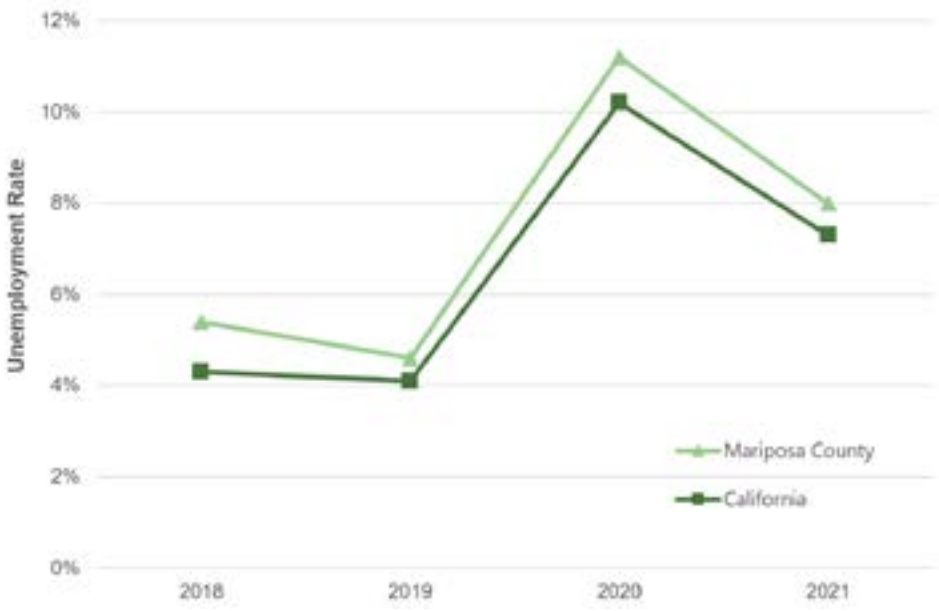
YEAR	MARIPOSA COUNTY				CALIFORNIA			
	LABOR FORCE	NUMBER EMPL.	NUMBER UNEMPL.	UNEMPL. RATE	LABOR FORCE	NUMBER EMPL.	NUMBER UNEMPL.	UNEMPL. RATE
2018	7,650	7,240	410	5.4%	19,289,500	18,468,100	821,400	4.3%
2019	7,630	7,280	350	4.6%	19,409,400	18,612,600	796,800	4.1%
2020	7,190	6,390	810	11.2%	18,931,100	16,996,700	1,934,500	10.2%
2021	7,010	6,460	560	8.0%	18,923,200	17,541,900	1,381,200	7.3%

Source: California Employment Development Department (EDD), 2022.

Mariposa County's annual average unemployment in 2021 was reported at 8.0 percent. This has worsened over 2018 when the County unemployment rate was 5.4 percent, potentially due to the COVID-19 pandemic and related economic forces. This trend is depicted in Figure 6.

The December 2022 unemployment rate for Mariposa County was 4.5 percent. Table 6 shows the December 2022 Benchmark Monthly Labor Force Data for Mariposa County and the Mariposa CDP.

Figure 6: Unemployment Rate



Source: California Employment Development Department (EDD), 2022.

TABLE 6: MONTHLY LABOR FORCE DATA, DECEMBER 2022

AREA	LABOR FORCE	EMPLOYMENT	UNEMPLOYMENT RATE
Total Mariposa County	6,660	6,360	4.5%
Mariposa CDP	420	410	2.4%

Source: State of California December 2022 Labor Market Benchmark. Data not seasonally adjusted.

JOB GROWTH

The job growth by industry between 2017 and 2022 is shown in Table 7. The county experienced a 7.7 percent overall decrease in wage and salary jobs. Private Service Providing declined by 13.2 percent and government by 5.0 percent; these industries account for nearly 95 percent of jobs in the county. Mining, Logging and Construction, and Farm have grown by 31.6 percent and 50 percent respectively, while Manufacturing has remained flat; these industries account for just 5 percent of jobs.

TABLE 7: MARIPOSA COUNTY JOB GROWTH BY INDUSTRY

INDUSTRY	2017	2022	CHANGE FROM 2017
Private Service Providing	3,020	2,620	-13.2%
Government	2,020	1,920	-5.0%
Mining, Logging, and Construction	190	250	31.6%
Manufacturing	90	90	0.0%
Farm	20	30	50.0%
Total, All Industries	5,330	4,920	-7.7%

Source: State of California December 2022 Labor Market Benchmark.



Princeton Quartz Mine Plant, 1853
Source: Wikimedia Commons

The largest employers in Mariposa County are listed in Table 8.

TABLE 8: LARGEST EMPLOYERS IN MARIPOSA COUNTY

EMPLOYER (EMPLOYEES)	JOB CATEGORY	CITY/COMMUNITY
Yosemite Concession Services (1,000 – 4,999)	Concessionaires	Yosemite National Park
National Park Service (1,000 – 4,999)	Government Services	Yosemite National Park
Forestry & Fire Protection (500 – 999)	Government Offices-State	Mariposa County
Mariposa County (250 – 499)	Government Offices-County	Mariposa County
Wawona Hotel (100 – 249)	Hotels / Motels	Yosemite National Park
John C. Freemont Health Care (100 – 249)	Hospitals	Mariposa
Ahwahnee Hotel (100 – 249)	Hotels / Motels	Yosemite National Park
California Association of Realtors (100 – 249)	Real Estate	Mariposa
Yosemite View Lodge (50 – 99)	Hotels / Motels	Yosemite National Park
Mariposa County Unified School District (100 – 249)	Education	Mariposa/Coulterville
NatureBridge (50 – 99)	Camps	Yosemite National Park
Sierra National Forrest (50 – 99)	Government Services	Mariposa
Triple D. Corporation (50 – 99)	Management Services	Mariposa
Mariposa Fairgrounds & Exposition Center (50 – 99)	Fairgrounds	Mariposa
Tavis Corporation (50 – 99)	Measuring/Controlling Devices NEC (mfrs)	Mariposa
Cedar Lodge Motel (50 – 99)	Hotels / Motels	El Portal

Sources: California Employment Development Department (EDD) 2022, National Park Service 2019.

According to the California Department of Conservation (2023), Mariposa County has four active mines, listed below:

- Colorado Quartz Mine (ID. 91-22-0004)
- Yosemite Slate Quarry (ID: 91-22-0007)
- Mt. Gaines (ID: 91-22-0008)
- Long Aggregates (ID: 91-22-0010)

EMPLOYMENT PROJECTIONS

Total employment projections for the Eastern Sierra-Mother Lode Region, which includes Alpine, Amador, Calaveras, Inyo, Mariposa, Mono, and Tuolumne counties, are described in the 2018-2028 Industry Employment Projections from the Employment Development Department and summarized in Table 9, in order of most employees belonging to each industry. Employment in the region is forecasted to increase 6.4 percent between 2018 and 2028. The fastest growing industry during this period is projected to be private education, health care, and social assistance (20.9 percent), followed by professional and business services (13.0 percent) and transportation, warehousing, and utilities (11.6 percent).

TABLE 9: EASTERN SIERRA-MOTHER LODE REGION EMPLOYMENT PROJECTIONS

INDUSTRY	GROWTH (2018 TO 2028)
Government	7.2%
Leisure and Hospitality	4.4%
Trade, Transportation, and Utilities	-2.4%
Retail Trade	-4.4%
Educational Services (Private), Health Care, and Social Assistance	20.9%
Self Employment	6.1%
Construction	7.7%
Professional and Business Services	13.0%
Manufacturing	5.2%
Other Services	3.0%
Financial Activities	3.1%
Transportation, Warehousing, and Utilities	11.6%
Total Farm	-7.6%
Information	-8.3%
Wholesale Trade	0.0%
Mining and Logging	-11.9%
Total, All Industries	**6.4%**

Source: 2018-2028 Industry Employment Projections, EDD Labor Market Information Division, April 2021.

INCOME

In 2021, the annual per capita income in Mariposa County was $31,871 (U.S. Census Bureau). The 2021 median household income was $53,304, compared to the state median of $84,097. Income for Mariposa County and California is shown in Table 10.

TABLE 10: MARIPOSA COUNTY HOUSEHOLD INCOMES

		MARIPOSA COUNTY	CALIFORNIA
Median Income		$53,304	$84,097
Mean Income		$70,052	$119,149
Households Receiving Social Security	Count	3,482	3,673,578
	Share	45.9%	27.8%

Sources: US Census Bureau, Selected Economic Characteristics 2017-2021. American Community Survey 5-Year Estimates.

A summary of households with income below the poverty line and households receiving food stamps is provided in Table 11.

TABLE 11: MARIPOSA COUNTY HOUSEHOLD INCOMES

	MARIPOSA COUNTY		CALIFORNIA	
	Count	Share	Count	Share
People Below Poverty Line	2,263	13.2%	4,826,520	12.3%
Households Receiving Food Stamps	866	11.4%	1,259,489	9.5%
Households Receiving Supplemental Security Income	288	3.8%	788,556	6.0%
Households Receiving Cash Public Assistance	155	2.0%	480,154	3.6%
Total Households	**7,588**	**100%**	**13,217,586**	**100%**

Source: US Census Bureau, AUS Census Bureau, ACS 2017-2021 5-Year Estimates, Selected Economic Characteristics.

COMMUTING

Table 12 and Figure 7 compare the commuting mode split for Mariposa County to California, based on the 2007-2011 and 2017-2021 American Community Survey 5-Year Estimates.

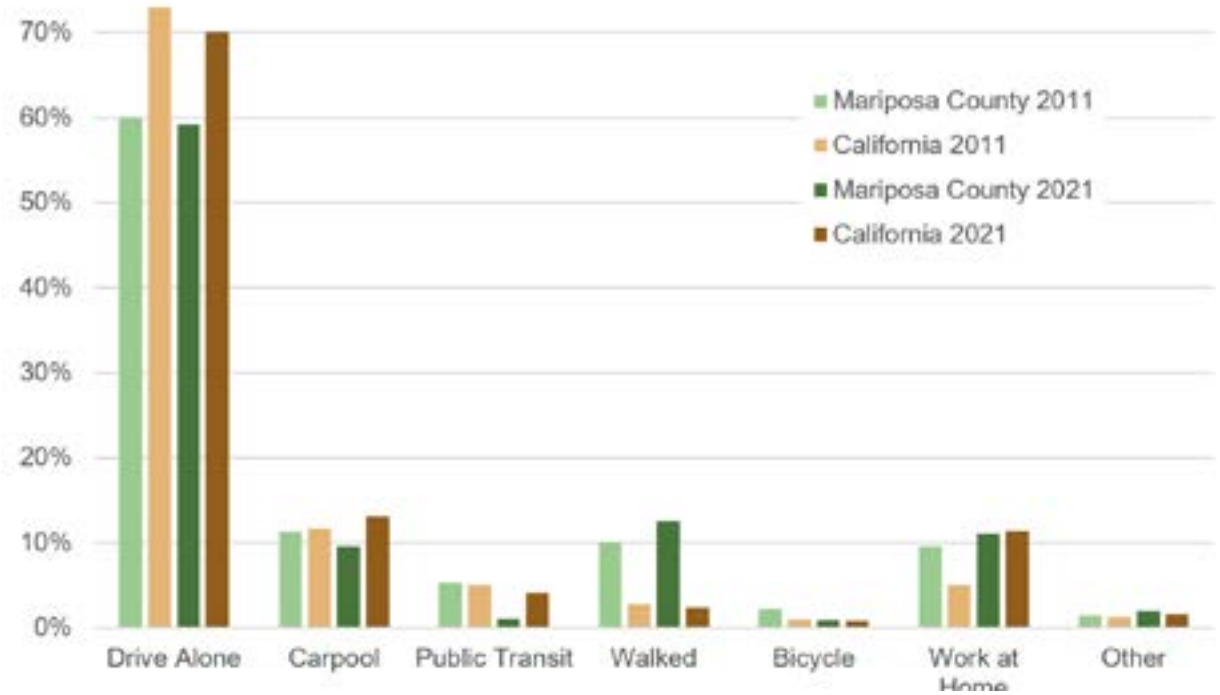
TABLE 12: COMMUTE TO WORK MODE SPLIT

MODE	MARIPOSA COUNTY 2011	MARIPOSA COUNTY 2021	CALIFORNIA 2021
Drive Alone	60.0%	59.2%	70.1%
Carpool	11.3%	13.1%	9.6%
Public Transportation	5.3%	1.1%	4.1%
Walked	10.1%	12.6%	2.4%
Bicycle	2.2%	0.9%	0.8%
Work at Home	9.6%	11.1%	11.4%
Other	1.4%	2.0%	1.6%

Source: U.S. Census Bureau, 2007-2011 and 2017-2021 ACS Estimates, Table S0801

As shown, most workers (72.4 percent) in Mariposa County commute to work by car (alone or in a carpool), which is less than the state as a whole. Since 2011, carpooling and taking public transit and biking to work have declined within the county, while walking to work and working at home has increased.

Figure 7: Commute to Work Transportation Mode Split



Source: U.S. Census Bureau, 2007-2011 and 2017-2021 ACS 5-Year Estimates.

Table 13 compares the 2021 commute times within the county to commute times within the state. The mean travel time to work in Mariposa County is the same as the state, roughly 29.5 minutes.

Place of work data from the 2021 American Community Survey 5-Year Estimate are shown in Table 14 for Mariposa County and for California. Approximately 20 percent of Mariposa County residents work outside the county, which is greater than the 16 percent of workers within California that work outside their county of residence.

The most recent data from the Department of Motor Vehicles (DMV) shows that Mariposa County had a total of 29,094 registered vehicles in 2021. Of this total, 1,077 (3.7 percent) were registered as motorcycles. Statewide, 2.4 percent of registered vehicles are motorcycles.

TABLE 13: TRAVEL TIME TO WORK

TRAVEL TIME	MARIPOSA COUNTY	CALIFORNIA
Less than 10 minutes	27.0%	9.3%
10 to 19 minutes	24.4%	27.0%
20 to 29 minutes	12.4%	20.4%
30 to 44 minutes	15.1%	22.2%
45 to 59 minutes	7.5%	8.8%
60 or more minutes	13.4%	12.3%

Source: U.S. Census Bureau, 2017-2021 American Community Survey, Table S0801.

TABLE 14: PLACE OF WORK

PLACE OF WORK	MARIPOSA COUNTY	CALIFORNIA
County of residence	79.9%	83.5%
Another California county	19.9%	16.0%
Outside state of residence	0.2%	0.4%

Source: U.S. Census Bureau, 2017-2021 American Community Survey, Table S0801.

Vehicles per household data from the 2021 American Community Survey 5-Year Estimate are shown in Table 15. Approximately 290 or 3.8 percent of Mariposa County households have no vehicles available, comparable to the 2.7 percent share reported in 2017.

TABLE 15: VEHICLES PER HOUSEHOLD

VEHICLES PER HOUSEHOLD	MARIPOSA COUNTY 2017	MARIPOSA COUNTY 2021	CALIFORNIA 2017	CALIFORNIA 2021
None	2.7%	3.8%	3.3%	3.2%
1	12.5%	21.8%	19.2%	18.0%
2	41.5%	32.2%	38.8%	37.5%
3 or more	43.3%	42.2%	38.8%	41.2%

Source: U.S. Census Bureau, 2013-2017 and 2017-2021 American Community Survey, Table S0801.

HOUSING

Housing in Mariposa County has decreased 6.1 percent over the last five years as shown in Table 16. As of 2022, there are 9,840 housing units in the county; approximately 76.2 percent of households are occupied. Total persons per household are reported at 2.24. The 2006 General Plan shows a total of 162,509 acres of vacant land; due to slow growth in the county, this number is not expected to have diminished significantly. Some of the vacant land has several building constraints in its topography and may not be suitable for building additional housing units. Sub-dividable land for the purposes of building structures is limited throughout the county. The National Park Service has noted that the lack of quality housing, coupled with long commute times, is affecting Yosemite National Park's ability to attract and retain employees. In-demand skilled employees such as utility systems operators, electricians, architects, and engineers are particularly difficult to attract and retain.

TABLE 16: MARIPOSA COUNTY HOUSING UNITS

YEAR	SINGLE FAMILY	MULTI-FAMILY	MOBILE HOMES	TOTAL HOUSING UNITS
2017	7,241	838	2,413	10,492
2022	6,798	777	2,266	9,840
Change	-6.1%	-7.3%	-6.1%	-6.2%

Source: State of California, Department of Finance, Report E-5, Table 2: Population and Housing Estimates, January 2017, January 2022; California Department of Finance Demographic Research Unit.



Creekside Terrace in Mariposa
Source: Sierra News Online

LAND USE

Mariposa County's diverse geography includes the eastern Central Valley, oak-covered foothills, and the high mountains of Yosemite National Park. Its natural beauty makes it a desirable place to live and visit. The General Plan land use element indicates there are three broad areas of land use that characterize the existing land use pattern in Mariposa County. In the eastern portion of the county, public lands that are oriented to recreation and resource uses dominate the land pattern. In the west, agricultural uses are primary. The remainder of the county to the north and south contain rural residential areas as well as smaller town and village communities that contain the majority of commercial and industrial uses and higher-density housing. The County has established policies concerning Williamson Act lands to help preserve farmland and open space. As of FY 2019-2020, there were 214,198 acres under Williamson Act contracts.[1]

PLANNING AREAS

The General Plan utilizes the land use classification "planning area." Planning areas are identified as towns, communities, and special planning areas. Planning areas are implemented by area plans adopted by the Board of Supervisors. "Area plans" are adopted to meet the needs of each town, community, or uniquely identified special area of the county. An adopted area plan establishes the extent of land uses for each land use classification in that planning area. Generally, area plans address residential, commercial, industrial, public, and other land use classifications. However, depending on the guiding principles of an area plan, not all classifications may be included. These plans are incorporated into Volume II of the General Plan.

Town planning areas represent the rural scale "urban" development centers for the county. Town planning areas are specifically designated as locations in the county where policy mandates a broad and comprehensive mixture of land uses and zoning. A mixture of housing types and styles for all economic segments of the county are disbursed throughout the town planning areas. The County has adopted town planning area specific plans for Mariposa, Coulterville, Fish Camp, and Wawona.

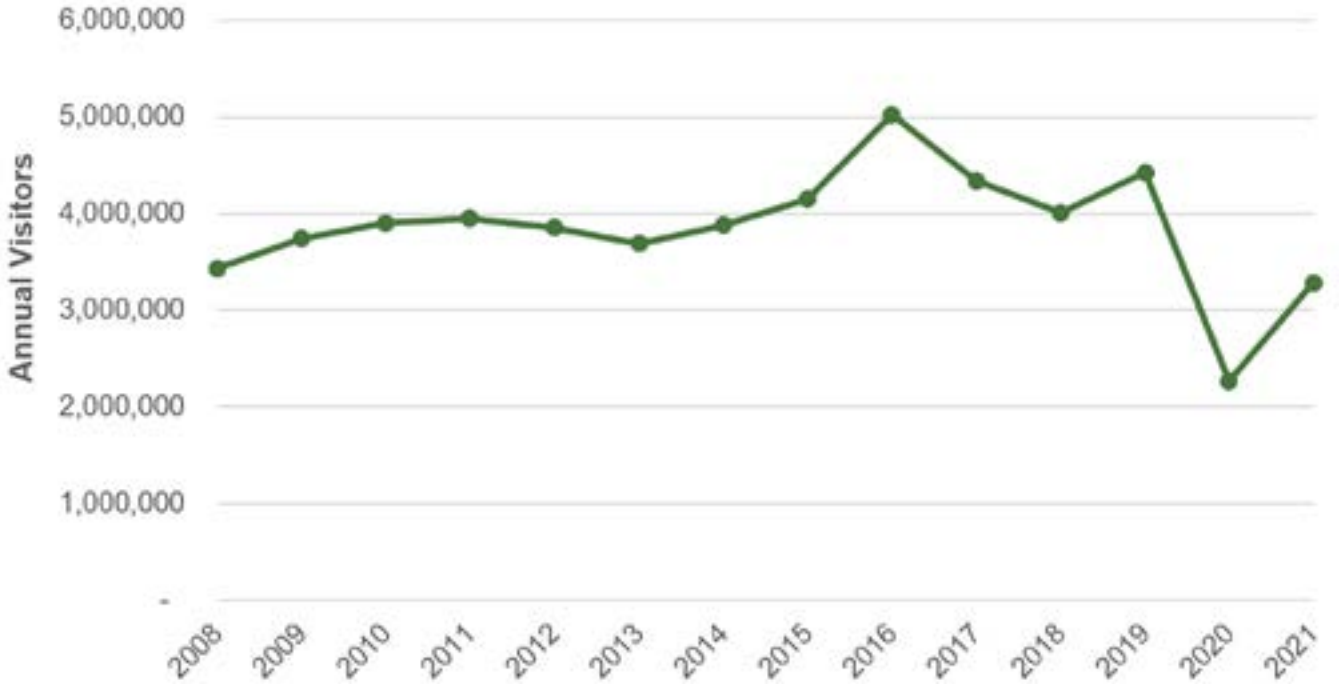
Community planning areas represent separate policy approaches. A planning area's character and values are generally based in the character of the General Plan land use classifications in which it is situated. At the policy level, area plans are developed specifically to reflect community values. The County has adopted a community plan for Catheys Valley.

1 Mariposa County 2019-2020 Williamson Act (LCA) Biennial Report Update, May 6, 2022.

TOURISM

State highways in Mariposa County carry a significant volume of tourist traffic. Yosemite National Park occupies approximately 57 percent of the total county land area of 931,200 acres (1,451 square miles). According to the Yosemite National Park District Year to Date Report (Yosemite National Park, December 2022), 23 percent of Yosemite National Park recreation visitors enter the park from the Arch Rock entrance on SR 140. These visitors drive through Mariposa County and many contribute to the local economy. As shown in Figure 8, visitors to Yosemite National Park, the largest driver of tourism in the county, have dropped in recent years after peaking in 2016.

Figure 8: Yosemite National Park Annual Visitors



Source: National Park Service Visitor Use Statistics, Yosemite National Park Annual Recreation Visits, 2021.

OTHER TRENDS POTENTIALLY IMPACTING TRANSPORTATION DEMAND

Other trends and factors may impact future transportation demand in Mariposa County:

- **Labor force participation**: A combination of the ongoing effects of the COVID-19 pandemic and an aging population may keep labor force participation below historic levels.
- **Telecommuting**: Even before the COVID-19 pandemic, census data showed an increasing share of workers working from home. The pandemic has escalated this trend. Ongoing improvements in broadband access are likely to also support this trend.
- **Online shopping**: Online shopping is already popular and may continue to increase with availability of services such as Amazon's next-day delivery on many items.
- **Driving age population**: A greater share of aging baby boomers is continuing to drive later in life than previous generations. The share of population of non-driving youth (age younger than 16 years) within the county has been decreasing or stagnant. Thus, the overall driving age population share may increase.
- **Non-auto mode options**: In recent years, the public has expressed increasing demand for biking, walking, and transit. This demand was also reflected during public input sessions for the RTP (discussed further in the Public Outreach section).
- **Real income growth**: Economic growth has been limited in Mariposa County since the recent recession. Many employers have reduced staffing, as shown in the labor force reductions over recent years. Though these decreases may slow, large increases are not expected.
- **Autonomous cars**: Availability of autonomous cars may increase the ease of driving, especially for senior drivers, and thus increase vehicle miles traveled (VMT).

Changes in the factors listed above as well as other factors will likely influence transportation demand and VMT in the future; gas prices, economic outlook, and other historical factors have varied greatly in the past, and technologies such as autonomous cars have no direct historical precedent. The likely outcome of any particular factor, and especially the combination of all factors, cannot be forecasted definitively.

POLICY ELEMENT

The purpose of the Policy Element is to set a policy framework by which the County's mobility needs are identified and met. The Regional Transportation Plan Policy Element identifies the transportation goals, objectives, performance measures, and policies to meet the needs of the region and reflects consideration of the region's environmental, social, and economic goals.

These goals, objectives, and policies are the foundation for long-term planning and the basis of the projects and actions in the Action Element of the RTP. Additionally, land use decisions and regional transportation policy are linked to each other and to the region's air quality.

The goals, objectives, and policies developed for this plan are the result of a public outreach process described below and in collaboration with the MCLTC.

Plans Reviewed

The Policy Element and the RTP have been developed to be consistent with other local, regional, and state plans and other policy documents. These plans and documents are summarized below.

State Plans

CALIFORNIA STATE TRANSPORTATION PLAN

The California Transportation Plan (CTP) 2050 was released in February 2021. The CTP 2050 is the State's statutorily fiscally unconstrained long-range tranportation roadmap for positive change. The long-range plan includes goals, policies, strategies, and performance measures that provide a common framework for guiding transportation decisions and investments by all levels of government and the private sector.

The plan's vision is that "California's safe, resilient, and universally accessible transportation system supports vibrant communities, advances racial and economic justice, and improves public and environmental health." To make this vision a reality, eight priority goal areas were identified to guide state and regional transportation planning and decision-making in the years ahead:

- Safety
- Climate
- Equity
- Accessibility
- Quality of life and public health
- Economy
- Environment
- Infrastructure

The CTP identifies 14 recommendations which address the goals identified in the CTP 2050 vision:

- Expand access to safe and convenient active transportation options
- Improve transit, rail, and shared mobility options
- Expand access to jobs, good, services, and education
- Advance transportation equity

- Enhance transportation system resiliency
- Enhance transportation safety and security
- Improve goods movement systems and infrastructure
- Advance zero-emissions vehicle (ZEV) technology and supportive infrastructure
- Manage the adoption of connected and autonomous vehicles
- Price roadways to improve the efficiency of auto travel
- Encourage efficient land use
- Expand protection of natural resources and ecosystems
- Strategically invest in state of good repair improvements
- Seek sustainable, long-term transportation funding mechanisms.

CALIFORNIA CLIMATE ACTION PLAN FOR TRANSPORTATION INFRASTRUCTURE

The Climate Action Plan for Transportation Infrastructure (CAPTI) was adopted in July 2021. The plan provides a framework and statement of intent for aligning state transportation infrastructure investments with state climate, health, and social equity goals, built on the foundation of the "fix-it-first" approach established in SB 1. The CAPTI builds on executive orders signed by Governor Gavin Newsom in 2019 and 2020, targeted at reducing greenhouse gas emissions in transportation to reach the state's climate goals. The California State Transportation Agency (CalSTA) developed the CAPTI through collaboration with state agencies and outreach with hundreds of stakeholders.
The strategies within the CAPTI are as follows:

- Cultivate and Accelerate Sustainable Transportation Innovation by Leading with State Investments
- Support a Robust Economic Recovery by Revitalizing Transit, Supporting ZEV Deployment, and Expanding Active Transportation Investments
- Elevate Community Voices in How We Plan and Fund Transportation Projects
- Advance State Transportation Leadership on Climate and Equity through Improved Planning & Project Partnerships
- Support Climate Resilience through Transportation System Improvements and Protections for Natural and Working Lands
- Support Local and Regional Innovation to Advance Sustainable Mobility
- Strengthen Transportation-Land Use Connections
- Monitor Implementation and Report Progress

CALIFORNIA STRATEGIC HIGHWAY SAFETY PLAN AND IMPLEMENTATION PLAN

The California Strategic Highway Safety Plan (SHSP) was updated in March 2021. The SHSP is a statewide, coordinated traffic safety plan that provides a comprehensive framework for reducing roadway fatalities and serious injuries on the state's public roads. It was updated using the latest crash data and input from outreach events, with a focus on strategies with the greatest potential to reduce fatalities, serious injuries, and overall crashes. The mission of the 2020–2024 SHSP is to ensure safety for all modes of travel on California's public roads, with a goal of moving towards zero fatalities and serious injuries.

As a follow-up to the SHSP, the SHSP Implementation Plan was concurrently released in March 2021. The Implementation Plan identifies specific actions to implement the strategies based on the framework of the SHSP document. These include actions for the plan's steering committee and identified challenge areas (e.g., lane departures, speed management, active transportation, intersections, etc.). To monitor progress, crash data will be reviewed, and the implementation plan will be updated annually.

CALIFORNIA INTERREGIONAL TRANSPORTATION STRATEGIC PLAN

The California Interregional Transportation Strategic Plan (ITSP) was updated in October 2021. The ITSP focuses on interregional travel, defined as: "Long distance trips that facilitate the movement of people and goods between two or more regions." The ITSP provides an interregional travel policy framework to guide Caltrans and partner agencies of California's eight regions in the development of comprehensive, multimodal corridor plans which lead to project identification as part of the Interregional Transportation Improvement Program (ITIP). Programs, districts, and partner agencies should use the policies and strategies in the ITSP when assessing the interregional transportation system and identifying improvements.

CALIFORNIA BICYCLE AND PEDESTRIAN PLAN

Toward an Active California, the State Bicycle and Pedestrian Plan, was released in May 2017. It was the first statewide plan for active transportation modes, created by a culmination of discussions and analysis by Caltrans management, local and regional agencies, state agency partners, advocacy organizations, and other stakeholders. The vision statement of the plan is "By 2040, people in California of all ages, abilities, and incomes can safely, conveniently, and comfortably walk and bicycle for their transportation needs." The plan determined four objectives, fifteen strategies, and sixty actions specific to active transportation. The four objectives are:

- **Safety**: Reduce the number, rate, and severity of bicycle- and pedestrian-involved collisions
- **Mobility**: Increase walking and bicycling in California
- **Preservation**: Maintain a high quality active transportation system
- **Social Equity**: Invest resources in communities that are most dependent on active transportation and transit

CALIFORNIA STATE RAIL PLAN

The draft California State Rail Plan was released in March 2023. The plan envisions "California will have a customer-focused, fully integrated rail system serving as a preferred mode of choice for both passengers and shippers. The rail system will enhance economic growth, improve quality of life, advance equity of the State's most vulnerable and impacted communities, while being a force in meeting California's ambitious climate goals." The plan lays out a strategy for investments and steps that support this vision for a cohesive statewide rail system. Near-term implementation in the plan includes:

- Integrating ticketing and fare coordination across statewide network
- Integrating state rail and intercity bus systems to run on a consistent schedule
- Increasing service between Merced and Sacramento
- New Service along the California High-Speed Rail Initial Operating Segment

CALIFORNIA FREIGHT MOBILITY PLAN

The California Freight Mobility Plan (CFMP) was updated in March 2020. The 2020 CFMP was developed by Caltrans to govern the near-term and long-range freight planning activities and capital investments by the state. This multimodal freight transportation system facilitates the reliable and efficient movement of goods while ensuring a prosperous economy, social equity, human wellbeing, and environmental health. The CFMP also complies with the freight provisions of the federal Fixing America's Surface Transportation (FAST) Act, which requires that each state receives funding under the National Highway Freight Program to develop a State Freight Plan.

Through an outreach and engagement process, and building on the previous plan, the CFMP 2020 created seven goals:

- Multimodal Mobility
- Economic Prosperity
- Environmental Stewardship
- Healthy Communities
- Safety & Resiliency
- Asset Management
- Connectivity & Accessibility

CALIFORNIA SUSTAINABLE FREIGHT ACTION PLAN

The California Sustainable Freight Action Plan was released in July 2016 per an Executive Order from Governor Jerry Brown. It was based on collaboration among the California State Transportation Agency, California Environmental Protection Agency, Natural Resources Agency, California Air Resources Board, California Department of Transportation, California Energy Commission, and Governor's Office of Business and Economic Development. The Action Plan summarizes current policy drivers and establishes the vision and guiding principles intended to integrate investments, policies, and programs across State agencies to improve safety and reduce pollution in California's freight transport system. Two measurable targets established by Executive Order that help the State agencies evaluate and adapt implementation of the Action Plan over time are as follows:

- Improve freight system efficiency 25 percent by increasing the value of goods and services produced from the freight sector, relative to the amount of carbon that it produces by 2030.
- Deploy over 100,000 freight vehicles and equipment capable of zero emission operation and maximize near-zero emission freight vehicles and equipment powered by renewable energy by 2030.

CALIFORNIA STATEWIDE TRUCK PARKING STUDY

The California Statewide Truck Parking Study was released in February 2022. The plan identifies the current truck parking supply in the State and outlines the truck parking need based on safety, demand, and stakeholder input. The plan offers strategies to provide safe places for truck drivers to ensure the safe, efficient movement of goods and reflect local requirements, concerns, and goals.

CALIFORNIA STATE WILDLIFE ACTION PLAN

The California State Wildlife Action Plan was last updated in 2015. The plan examines the health of wildlife in the state and prescribes actions to conserve wildlife and habitat. The plan promotes wildlife conservation while addressing the needs of a growing human population through three goals:

- Maintain and increase ecosystem and native species distributions in California, while sustaining and enhancing species abundance and richness.
- Maintain and improve ecological conditions vital for sustaining ecosystems in California.
- Maintain and improve ecosystem functions and processes vital for sustaining ecosystems in California.

CALIFORNIA STATE HIGHWAY TRANSPORTATION CONCEPT REPORTS

Caltrans prepares a Transportation Concept Report (TCR) or Corridor System Management Plan (CSMP) for each of its facilities. A TCR is a long-term planning document that each Caltrans district prepares for every state highway or portion thereof in its jurisdiction. The TCR usually represents the first step in the Caltrans long-range corridor planning process. The purpose of a TCR is to determine how a highway will be developed and managed so that it delivers the targeted level of service (LOS) and quality of operations that are feasible to attain over a 20-year period. In addition to the 20-year route concept level, the TCR includes an "ultimate concept," which is the goal for the route beyond its 20-year planning horizon.

STATE ROUTE (SR) 49 TRANSPORTATION CONCEPT REPORT

The 2013 TCR for SR 49 shows a concept LOS of C in rural areas and D in urban areas. Although the TCR classifies the entire length of SR 49 in the county as rural, the segment through the community of Mariposa coincident with SR 140 serves as a main street in a town center. The TCR anticipates six of 10 segments within Mariposa County analyzed (segments 1-5 and 7) will be deficient by 2030 and may require upgrades to a four-lane expressway. However, these are not currently planned or programmed projects.

STATE ROUTE 140 TRANSPORTATION CONCEPT REPORT

The 2016 TCR for SR 140 shows a concept LOS of C in rural areas and D in urban areas. Although the TCR classifies the entire length of SR 140 in the county as rural, the segment through the community of Mariposa coincident with SR 49 serves as a main street in a town center. All segments currently operate acceptably except for the segment through the community of Mariposa. The TCR indicates that the conceptual solution for the segment is realignment and changing the concept facility type from Conventional to Expressway. However, this is not currently a planned or programmed project.

STATE ROUTE 41 TRANSPORTATION CONCEPT REPORT

The 2017 TCR for SR 41 states that Caltrans endeavors to maintain a target LOS at the transition between C and D on State highway facilities, or whichever LOS is feasible to maintain. The corridor within Mariposa County currently operates at LOS C and is anticipated to operate at LOS D by 2040. No planned or programmed projects are listed in the TCR at this time.

STATE ROUTE 120 TRANSPORTATION CONCEPT REPORT

The 2011 TCR for SR 120 has a concept LOS of C; however, within Mariposa County, the current facility is rated at LOS D. Caltrans is placing special emphasis on identifying lower cost improvements such as left-turn lanes and channelization as appropriate in lieu of recommending an expressway. However, if average daily traffic (ADT) increases, a four-lane expressway may ultimately be necessary.

STATE ROUTE 132 TRANSPORTATION CONCEPT REPORT

The 2014 TCR shows SR 132 as a two-lane conventional facility with LOS C in Mariposa County. The 2030 concept LOS is LOS D. No planned or programmed projects are listed in the TCR at this time.

CALTRANS DISTRICT 10 SYSTEM MANAGEMENT PLAN

The Caltrans District 10 System Management Plan (SMP) was released in June 2015. Its goals emulate the previous version of the California Transportation Plan 2040:

- Safety & Health
- Stewardship & Efficiency
- Sustainability, Livability, and Economy
- System Performance
- Organizational Excellence

The SMP catalogs all the projects that District 10 identified as efforts needing development to improve or maintain the existing transportation corridors in the district that are currently unfunded or underfunded. The plan recommends several improvements on state highways in Mariposa County to improve operations. These improvements include passing lanes, turn lanes, intersection improvements, and other projects.

CALTRANS DISTRICT 10 ACTIVE TRANSPORTATION PLAN

The Caltrans District 10 Active Transportation Plan was released in June 2021. The plan implements the vision statement and goals in the statewide bicycle and pedestrian plan, Toward an Active California. The plan identifies needs for bicycle and pedestrian improvements on, across, and near state highways by using criteria from Toward an Active California, along with community-identified and location-based needs. State Highway System prioritization was conducted by weighting the goals of safety, mobility, equity, and preservation and sorted into three tiers based on their relative intensity of need. Results of the prioritization showed all roadway segments within Mariposa County were Tier 3, the lowest tier of need.

Mariposa County Plans

MARIPOSA COUNTY GENERAL PLAN & STRATEGIC IMPLEMENTATION WORK PLAN

The General Plan was adopted in 2006, with the most recent update in 2017. Relevant goals and policies from the Circulation Element of the Plan include the following:

- **Goal 9-1**: All development shall have safe and adequate access.

  Policy 9-1a: Level of Service (LOS) shall be used as a measure of capacity for major collector and arterial roads.

  Implementation Measure 9-1a(1): A publicly maintained road with an LOS of "A" through "D" shall be deemed to have adequate capacity to serve the needs of the road systems
- **Goal 9-2**: Maintain an effective transit system.
- **Goal 9-3**: Create a bicycle, pedestrian, and equestrian system for recreation and transportation use.
- **Goal 9-4**: Maximize the Yosemite-Mariposa Airport as an economic asset.

  Policy 9-4a: Improve and expand the airport.
- **Goal 9-9**: Maintain quality emergency service delivery

The Mariposa County General Plan Strategic Implementation Work Plan, released in February 2018, helps to prioritize and guide implementation of the County's General Plan. The 2006 General Plan included an implementation checklist with nearly 200 implementation measures which needed to be updated based on new county initiatives and priorities, as well as changes in state law and emerging planning issues. The Work Plan presents specific tasks in priority order over the course of a five-year time frame beginning in 2017.

MARIPOSA COUNTY REGIONAL TRANSPORTATION PLAN

The last update to the Mariposa County Regional Transportation Plan (RTP) occurred in 2017. The RTP documents the transportation policy, actions, and funding recommendations needed to meet the short- and long-term access and mobility needs of Mariposa County residents from 2017 to 2042. Designed to guide the systematic development of a multimodal transportation system for Mariposa County, the 2017 update of the Mariposa County RTP reflects the latest project funding and planning assumptions, updates regional issues and policies, and updates performance measures. The Mariposa County RTP supports the California Transportation Plan 2040 vision of a sustainable transportation system that encourages economic vitality, protects natural resources, promotes the health and well-being of all Californians, and meets people's needs equitably.

MARIPOSA COUNTY STRATEGIC PLAN

The 2019-2022 Mariposa County Strategic Plan identifies focus areas for achieving the County's desired vision as "a thriving, scenic, historic and culturally vibrant rural community where residents, businesses, and visitors enjoy opportunity, security, engagement, prosperity and wellness."

Initiatives in the plan relevant to the RTP include:

- Improve accessibility to the hospital from Highways 49 & 140
- Increase the availability and promotion of transit and ride share services
- Increase the number and mileage of publicly accessible trails
- Improve the safety of pedestrians by adding sidewalks and crosswalks
- Improve road quality
- Develop a plan for a conveyance from Lake McClure
- Complete a Capital Improvement Plan (CIP)
- Install electric vehicle charging stations
- Work with partners in private industry to expand access to cellular service and business-speed broadband countywide

MARIPOSA COUNTY ECONOMIC VITALITY STRATEGY FRAMEWORK

The Mariposa County Economic Vitality Strategy Framework was released in April 2017. The framework identifies strategies, programs, and projects to improve the economy, particularly to expand it beyond its concentration on seasonal tourism. Portions of the plan relevant to the RTP include the following:

- **Action 1.4.2**: Develop and expand Tourism Infrastructure to capture and support growth in tourism, making it easy and convenient for visitors to find destinations and get around by car, foot, and bicycle.

  Actions Steps:

  - » Develop a Transportation Hub at the intersection of Highways 49 and 140 in the town of Mariposa that includes YARTS, bus and car parking, the Visitor Center, a tour operator, a car rental agency, and related uses. At the very least, encourage YARTS to pick up from the existing Visitor Center.
  - » Install electric vehicle charging stations in key locations throughout Mariposa County. Investigate Tesla's program to provide and install free electric wall chargers at motels, restaurants, and shopping centers in downtown Mariposa and Coulterville.
  - » Build a strategically located public parking structure in downtown Mariposa to accommodate both local customers and visitors.
  - » Develop a way finding signage program to welcome visitors at the north, south, and west entrances to the County and the town of Mariposa.
- **Action 5.1.1**: Extend and complete the Mariposa Creek Parkway trail system for walking and biking from the existing segment to the cemetery near Joe Howard Street and the Highway 49/140 intersection on the north side of Mariposa to the fairgrounds on the south with connections to the Stockton Creek trail preserve and into downtown Mariposa.
- **Action 5.1.3**: Improve resident and tourist mobility through road/pathway connectivity by forming complete pedestrian, hiking, and bikeway systems that connect bike/hiking trails to town centers and places of interest with a way finding system to help guide visitors to points of interest.

MARIPOSA COUNTY INTEGRATED HOUSING AND MOBILITY STRATEGY

The Mariposa County Integrated Housing and Mobility Strategy outlines a plan for creating transit-oriented housing developments in Mariposa communities to serve the needs of Yosemite National Park employees while maintaining the quality of life and creating benefits for all in Mariposa County

MARIPOSA COUNTY LOCAL ROAD SAFETY PLAN

The Mariposa County Local Road Safety Plan (LRSP) is in the process of being created, with an expected completion in 2023. The goal of the LRSP is to understand and increase transportation safety in the county, with a goal of ultimately reducing severe injury and fatal collisions. It will form the basis for competing for Highway Safety Improvement Program (HSIP) funding by streamlining and optimizing the application processes.

MARIPOSA COUNTY BICYCLE & PEDESTRIAN TRANSPORTATION PLAN

The Mariposa County Bicycle and Pedestrian Transportation Plan (BPTP) was released in 2011. The BPTP establishes goals, policies, implementation actions, and priorities for the development of bicycle and pedestrian infrastructure, policies, programs, and development standards. The ultimate goal of the BPTP is to increase the number of persons who bicycle or walk in Mariposa County for both utilitarian and recreational purposes by developing and maintaining an interconnected system of bicycle and pedestrian facilities. The BPTP was developed through the Mariposa County Local Transportation Commission and public participation efforts. The plan proposes bicycle and pedestrian projects and programs, including cost estimates for proposed projects and

guidance for next steps. An update to the plan is scheduled to begin in fiscal year (FY) 22/23 and to be completed by FY 23/24.

MARIPOSA COUNTY AND REGIONAL PUBLIC TRANSPORTATION PLANS

Public transportation agencies in rural communities commonly serve various counties, and thus multiple plans and policies related to public transportation apply to Mariposa County.

MARIPOSA COUNTY COORDINATED PUBLIC TRANSIT – HUMAN SERVICES TRANSPORTATION PLAN

The Mariposa County Coordinated Public Transit – Human Services Transportation Plan was released in October 2008. Federal planning requirements specify that designated recipients of certain funds administered by the Federal Transit Administration (FTA) must certify that federally funded projects are derived from a coordinated plan. The plan focuses on identifying needs specific to individuals with disabilities, older adults, and people with limited incomes. It contains needs assessment, strategies, and solutions to address service gaps and unmet transportation needs, implementation plan for the most highly ranked strategies.

MARIPOSA COUNTY SHORT RANGE TRANSIT PLAN

The updated Mariposa County Short Range Transit Plan was released in November 2021. The plan includes a demographic profile of the county, a summary of existing transit services offered, interviews with transit staff and stakeholders, and a review of peer transit agency services. A capital and financial plan covering the operating and capital needs of Mariposa County Transit for a six-year projection period is included, and the plan concludes with preliminary recommendations for Mari-Go, Mariposa Circulator, and other long-term fixed routes.

Proposed Mariposa Circulator changes would consist of implementation and operation of a “community circulator” – fixed-route service in town that can deviate to specific destinations on demand.

Proposed Mari-Go service would follow this weekly schedule:

- Monday: Service in north County – Coulterville and Greeley Hill to Sonora, and service from Hornitos, Bear Valley, and Cathey’s Valley to Mariposa.
- Tuesday and Wednesday: Service in the SR 49 south corridor, from the Madera County border to Mariposa with deviations to Ponderosa Basin, Elliott Corner, and Bootjack.
- Thursday: On-demand Mariposa local in-town circulation service from any point within 3 miles of town, and new service to Oakhurst with two roundtrips between Mariposa and Oakhurst with designated stops along SR 49.
- Friday: Service from Midpines to Mariposa and Mariposa local in-town circulation service.

YOSEMITE AREA REGIONAL TRANSPORTATION SYSTEM (YARTS) SHORT RANGE TRANSIT PLAN

YARTS released a draft Short Range Transit Plan update in December 2018. The draft plan recommendations include the following:

- Adding a daily round-trip on SR 140 in summer to provide better Amtrak connectivity and to allow later departures from Yosemite Valley
- Service to Mariposa Fairgrounds twice a day in summer, to allow campers at the fairgrounds to take the bus to the Yosemite National Park
- Adding a shuttle between Mariposa and Oakhurst during the summer if local funding is provided
- Adding a new shelter to the stop in midtown Mariposa

YARTS has also conducted more recent strategic planning in 2022, involving the creation of a capital improvement plan. YARTS staff indicated that despite limited funds, their main priority is capital replacement and increased system sustainability during this uncertain pandemic era.



MARIPOSA COUNTY LOCAL TRANSPORTATION COMMISSION PUBLIC PARTICIPATION PLAN

The Mariposa County LTC Public Participation Plan was released in June 2010. The plan recognizes the importance of public participation and interagency participation in developing a transportation program that effectively meets the needs of the county and its communities. This plan provides a directive for the public participation activities of Mariposa County LTC, particularly as they pertain to the agency's primary responsibilities, including the development and implementation of the RTP. The key goals of the public participation plan are as follows:

- **Goal 1**: Provide all interested parties and agencies reasonable opportunities for involvement in the transportation planning process.
- **Goal 2**: Increase public awareness and understanding of the transportation planning process in Mariposa County.
- **Goal 3**: Ensure accessibility to the transportation planning process and information for all members of the community.
- **Goal 4**: Maintain contact with interested individuals and agencies throughout the process of developing plans and projects.
- **Goal 5**: Increase opportunities for those traditionally under-served, including the elderly, low income, disabled, and minority households, to participate in the transportation planning process.
- **Goal 6**: Consider public input and comments as an integral part of the Mariposa County Local Transportation Commission's decision making process.
- **Goal 7**: Consult with tribal governments within Mariposa County and provide opportunities for tribal government input into the transportation planning process.

The plan also summarizes the most common public participation tools and establishes public participation performance measures in support of the above goals.

MARIPOSA COUNTY AIRPORT PLANS

The current Mariposa-Yosemite Airport Comprehensive Land Use Plan and Airport Master Plan were both completed in 1995 and do not reflect significant changes since that time. An update to the current Mariposa-Yosemite Airport Land Use Plan has been recommended by the Mariposa County Public Works Department and the County Counsel in accordance with Section 500 of the FAA/AIP guide.

MARIPOSA COUNTY ROAD POLICIES, PLANS, AND STANDARDS

MARIPOSA COUNTY ROAD IMPROVEMENT STANDARDS

The Mariposa County Road Improvement Standards were released in October 1999, with the latest update in May 2007. The standards guide and govern all engineering that plans, constructs, modifies, or extends the sewage system, storm water drainage system, domestic water distribution system, roads and streets, and erosion. The road design section considers geometrics, grades, right-of-way, and other notable factors.

MARIPOSA COUNTY ROAD IMPROVEMENT AND CIRCULATION POLICY

Originally adopted in 1988, the Road Improvement and Circulation Policy was last amended in 2007. The intent of the policy is to establish minimum standards to provide the county with a better circulation system. The policy contains instructions for the selection of roadway standard sections based upon potential traffic volume, proposed uses, land use density, and previous classifications The policy also details the design standards for each roadway classification, as well as for standards for other circumstances such as at intersections, dead-end roads, and limited access roads. Trails, paths, sidewalks, and bikeways are also considered in the policy.

MARIPOSA COUNTY TRANSPORTATION PLANNING OVERALL WORK PROGRAM

The Transportation Planning Overall Work Program (OWP) is a budget for one fiscal year. The current OWP is for the period July 1, 2022, to June 30, 2023. Together with the Master Fund Transfer Agreement and the Overall Work Program Agreement, the OWP constitutes the annual funding contract between the State of California and the Mariposa County Local Transportation Commission for Rural Planning Assistance (RPA) funds. The main products of the 2022-2023 Work Program will be completion of Phase II of the Regional Transportation Plan 2023-24 Update and completion of Phase I of the Bicycle & Pedestrian Transportation Plan 2024.

MARIPOSA COUNTY REGIONAL TRANSPORTATION IMPROVEMENT PROGRAM

The Mariposa County Regional Transportation Improvement Program (RTIP) was released in December 2021 and developed by the Mariposa County Local Transportation Commission (LTC) in partnership with Caltrans District 10. The RTIP is a program of highway, local road, transit, and active transportation projects that a region plans to fund with state and federal revenue programmed by the California Transportation Commission. The projects within the RTIP are a subset of the projects listed in the RTP.

New programming included in the RTIP is as follows:

- Indian Peak Road rehabilitation
- Merced Falls Road rehabilitation amendment
- Harris Road Bridge replacement
- Indian Peak Bridge replacement
- Old Toll Road rehabilitation
- Joe Howard sidewalk improvements
- E. Whitlock Road rehabilitation

MARIPOSA COUNTY PAVEMENT MANAGEMENT UPDATE

The Mariposa County Pavement Management Update Report was released in November 2021.The purpose of the report is to educate policy makers about the current condition of the pavement network and the impact of various funding scenarios on future network conditions. The report reveals that overall, the county's pavement network is currently in "Fair" condition with an average pavement condition index (PCI) of 51. Approximately 26% of the network is in "Good" condition and 44% is in "Poor" or "Failed" condition. A budget needs analysis indicated that the County needs to spend approximately $162 million over the next ten years to bring the road network to a condition that can be maintained with ongoing preventive maintenance in the most cost-effective way.

MARIPOSA CREEK PARKWAY MASTER PLAN

The Mariposa Creek Parkway Master Plan was released in December 2019. The plan guides the implementation of the improvement and expansion of the Mariposa Creek Parkway, tying the existing trail into a larger network of recreational and cultural spaces. The Parkway's implementation and final design is guided by community-driven themes identified during the project's community engagement phase: (1) Health & Wellness; (2) Community & Creativity; and (3) Education & Environment. The plan establishes a vision for a larger, interconnected regional trail system that continues northwards to SR 49, and southwards to the Mariposa County Fairgrounds. The project also seeks to enhance existing portions of the Parkway with amenities.

Mariposa County Planning Department staff indicated that the Mariposa Creek Parkway project received a $4.4 million Active Transportation Program (ATP) Grant for the "shovel-ready" elements of the Parkway, which include a 10-foot, paved Class I bikeway, as well as other features such as lighting improvements. The project will also include the completion of the sidewalk network on the south side of Jessie Street. The parkway will connect to 11th Street Paseo, which connects to pedestrian safety enhancement projects on SR 140.

MARIPOSA CREEK PARKWAY PHASE III CONCEPTUAL PLAN & PHASE I AND II ENHANCEMENT PROGRAM

The Mariposa Creek Parkway Phase III Conceptual Plan & Phase I and II Enhancement Program was released in August 2017. The document includes plan criteria, parkway alignment alternatives, proposed enhancements to prior phases of the project, and implementation strategies (such as partnerships and funding).

Phase III will extend the trail from 8th Street to Joe Howard Street and make on-street improvements to connect the trail to a new 11th Street Paseo. Features of the proposed Phase III conceptual design include the following:

- Paved north side and south side trails providing approximately one-half miles of walking/biking surface
- Two bridges across Mariposa Creek
- ADA-compliant paved trails throughout the Parkway

Work has begun on developing a plan for Phase IV of the trail and is expected to be completed in 2024.





Yosemite National Park Plans

NATIONAL LONG RANGE TRANSPORTATION PLAN

The National Park Service (NPS) Long Range Transportation Plan was released in July 2017. The plan sets a performance-based 20-year vision for providing access to National Parks, and establishes corresponding goals, objectives, and performance measures:

- **Asset Management**: Sustainably manage NPS transportation assets and services
- **Transportation Finance**: Allocate available transportation funding wisely
- **Resource Protection**: Protect and preserve natural and cultural resources
- **Visitor Experience**: Maintain and enhance the quality of visitor experiences
- **Safety**: Provide a safe transportation system for all users

The plan provides a prioritized investment strategy for using existing transportation funding to ensure the most important transportation assets remain in good condition. The plan does not explicitly reference Yosemite National Park or transportation planning efforts relevant to Mariposa County.

MERCED RIVER PLAN

The Merced Wild and Scenic River Final Comprehensive Management Plan was released in February 2014. The purpose and need for the plan are to “preserve the Merced River in free-flowing condition and to protect the river’s water quality and outstanding values for the benefit of present and future generations.” The preferred alternative proposes to accommodate peak visitation at a level similar to recent years, approximately 20,100 people per day in East Yosemite Valley within Mariposa County. The plan includes improvements in circulation, parking availability, and traffic flow, with the primary day-use parking area fully integrated with pathways to visitor services, restrooms, and food service. Expanded camping opportunities in East Yosemite Valley are also part of the plan.

Mariposa County Planning Department staff indicated that a long-term plan in this corridor is a trail along the river into Merced County. Within Mariposa County, the trail is intended to be purely recreational.

Climate Change, Greenhouse Gas Emissions, And Vehicle Miles Traveled

In 2006, the California State Legislature adopted Assembly Bill (AB) 32 known as the California Global Warming Solutions Act (Section 38560.5 of the Health and Safety Code). AB 32 establishes a cap on statewide GHG emissions and sets forth the regulatory framework to achieve the corresponding reduction in statewide emissions levels, with a goal of lowering statewide GHG emissions to 1990 levels by 2020. Additionally, California Senate Bill (SB) 32, signed in 2016, established a mid-range goal of lowering statewide GHG emissions to 40 percent below 1990 levels by 2030, and California Executive Order S-03-05, signed in 2005, established a long-range goal of lowering statewide GHG emissions to 80 percent below 1990 levels by 2050.

In 2013, California Governor Jerry Brown signed SB 743, which requires an update in the metric of transportation impact used in CEQA from LOS and vehicle delay to one that promotes the reduction of GHG emissions, the development of multimodal transportation networks, and a diversity of land uses for transit priority areas. In late 2018, the Natural Resources Agency adopted updates to the CEQA guidelines, removing LOS as a measure of transportation impact under CEQA and replacing it with vehicle miles traveled (VMT). Though LOS can be used for other purposes, such as identifying needs for local roadway improvements and General Plan compliance, lead agencies must now use VMT for CEQA analysis.

VEHICLE MILES TRAVELED

The California Governor's Office of Planning and Research (OPR) "Technical Advisory on Evaluating Transportation Impacts in CEQA" (December 2018) includes specifications for VMT methodology and recommendations for significance thresholds, screening of projects that may be presumed to have less than significant impacts, and mitigation. For transportation projects, the Technical Advisory notes that addition of through lanes on existing or new highways will likely lead to a measurable and substantial increase in vehicle travel. The Technical Advisory also notes that projects that would not likely lead to a substantial or measurable increase in vehicle travel include the following:

- Rehabilitation, maintenance, replacement, safety, and repair projects designed to improve the condition of existing transportation assets (e.g., highways; roadways; bridges; culverts; Transportation Management System field elements such as cameras, message signs, detection, or signals; tunnels; transit systems; and assets that serve bicycle and pedestrian facilities) and that do not add additional motor vehicle capacity
- Roadside safety devices or hardware installation such as median barriers and guardrails
- Roadway shoulder enhancements to provide "breakdown space," dedicated space for use only by transit vehicles, to provide bicycle access, or to otherwise improve safety, but which will not be used as automobile vehicle travel lanes
- Addition of an auxiliary lane of less than one mile in length designed to improve roadway safety
- Installation, removal, or reconfiguration of traffic lanes that are not for through traffic, such as left, right, and U-turn pockets, two-way left-turn lanes, or emergency breakdown lanes that are not utilized as through lanes
- Addition of roadway capacity on local or collector streets provided the project also substantially improves conditions for pedestrians, cyclists, and, if applicable, transit

- Conversion of existing general-purpose lanes (including ramps) to managed lanes or transit lanes, or changing lane management in a manner that would not substantially increase vehicle travel
- Addition of a new lane that is permanently restricted to use only by transit vehicles
- Reduction in number of through lanes
- Grade separation to separate vehicles from rail, transit, pedestrians, or bicycles, or to replace a lane in order to separate preferential vehicles (e.g., high occupancy vehicle [HOV], high occupancy toll [HOT], or trucks) from general vehicles
- Installation, removal, or reconfiguration of traffic control devices, including Transit Signal Priority (TSP) features
- Installation of traffic metering systems, detection systems, cameras, changeable message signs and other electronics designed to optimize vehicle, bicycle, or pedestrian flow
- Timing of signals to optimize vehicle, bicycle, or pedestrian flow
- Installation of roundabouts or traffic circles
- Installation or reconfiguration of traffic calming devices
- Adoption of or increase in tolls
- Addition of tolled lanes, where tolls are sufficient to mitigate VMT increase
- Initiation of new transit service
- Conversion of streets from one-way to two-way operation with no net increase in number of traffic lanes
- Removal or relocation of off-street or on-street parking spaces
- Adoption or modification of on-street parking or loading restrictions (including meters, time limits, accessible spaces, and preferential/reserved parking permit programs)
- Addition of traffic wayfinding signage
- Rehabilitation and maintenance projects that do not add motor vehicle capacity
- Addition of new or enhanced bike or pedestrian facilities on existing streets/highways or within existing public rights-of-way
- Addition of Class I bike paths, trails, multi-use paths, or other off-road facilities that serve non-motorized travel
- Installation of publicly available alternative fuel/charging infrastructure
- Addition of passing lanes, truck climbing lanes, or truck brake-check lanes in rural areas that do not increase overall vehicle capacity along the corridor

The 2017 RTP Guidelines for RTPAs note that rural RTPAs have a unique set of challenges compared to urbanized areas to reduce regional transportation related GHG emissions. These challenges are directly related to VMT and include lower land use densities, limited transit options, and higher VMT per capita. As noted in the guidelines, more efficient vehicles and low-carbon fuels present the highest payoff for rural counties to reduce transportation-related carbon dioxide emissions. However, the guidelines note that rural RTPAs should strive to incorporate strategies to reduce their GHG emissions.

The California Air Pollution Control Officers Association "Handbook for Analyzing Greenhouse Gas Emission Reductions, Assessing Climate Vulnerabilities, and Advancing Health and Equity" (December 2021) identifies strategies local governments, communities, and project developers can use to reduce VMT. Not all these strategies are likely to be effective in a rural environment such as Mariposa County. As with many rural counties, transportation options such as transit, walking, and biking are limited in Mariposa County due to funding, mobility, and geographic reasons. However, populated areas such as the town of Mariposa, with concentrations of homes, businesses, government services, and other destinations in close proximity provide good opportunities for residents, workers, and visitors to walk and bike and use transit. The Handbook provides guidance on estimating their effectiveness, given the context in which they will be implemented.

The following strategies from the Handbook are most likely to be effective in Mariposa County. Although effectiveness may be less than in more urbanized areas, these improvements will also provide increased access for residents and visitors to their destinations:

- Land Use
  - » Increase residential and job density
  - » Integrate affordable and below market rate housing
  - » Improve street connectivity
- Trip Reduction Programs
  - » Implement commute trip reduction programs
  - » Implement ridesharing
  - » Provide vanpools
- Parking or Road Pricing/Management
  - » Provide electric vehicle charging
  - » Limit and price parking
- Neighborhood Design
  - » Provide pedestrian and biking networks, facilities, and improvements
  - » Implement car sharing programs
- Transit
  - » Expand transit coverage, hours, and service
  - » Reduce fares
- Clean Vehicles and Fuels
  - » Use cleaner-fuel vehicles

CLIMATE CHANGE AND ADAPTATION

Climate change is likely to have many impacts on Mariposa County.[1] Precipitation is expected to decrease in total but arrive during more intense storm events. These storm events increase the likelihood of flash floods, landslides, and infrastructure damage in susceptible areas. In recent years, the frequency of atmospheric rivers, or intense rainfail events, has increased. A series of such storms in early 2023 caused washouts, landslides, and thousands of downed trees, blocking and damaging roadways. Climate warming, drying, and the effect of increased lightning activity are also likely to increase tree mortality and the number and intensity of wildfires in the county. The fire season in California has begun earlier and ended later in recent years. Intensity of fires has also been increasing. In addition to direct damage to transportation infrastructure, fire may create indirect damage when burned slopes become susceptible to landslides during storm events following fires. The Oak Fire in 2022, Ferguson Fire in 2018, the Detweiler Fire in 2017, the Rim Fire in 2013, and landslides closing SR 140 and other roads are examples of such events. Evacuation routes may need to be considered in future road planning and demands on transportation-related firefighting infrastructure are likely to increase.

Increased temperatures as well as fires are also likely to reduce air quality in Mariposa County. Fires directly reduce air quality primarily through the creation of particulate matter. Increased temperatures and sunlight also foster the creation of ground-level ozone, a criteria pollutant, which already decreases air quality on many days during the summer.

Governmental action in preparation for or response to climate change may also directly influence transportation planning. Metropolitan Planning Organizations are already required to develop Sustainable Community Strategies in conjunction with their Regional Transportation Plans. Though RTPAs such as MCLCTC are not currently required to develop such strategies, other requirements may be placed on RTPAs in the future. Mariposa County has also taken steps to plan for the effects of climate change. The 2021 Mariposa County Recreation and Resiliency Master Plan discusses recent impacts of climate change in the County and integrates planning for parks and trails with adaptation to the effects of climate change.

The RTP Guidelines encourage rural RTPAs to incorporate strategies to reduce GHG emissions as part of their planning process. As discussed in the previous section, efforts to reduce greenhouse gas and criteria pollutant emissions through reductions in VMT are likely to be difficult due to the rural nature of much of the county and interregional travel. More efficient vehicles and low-carbon fuel efforts being pursued at the state level will likely afford the greatest reduction in rural GHG emissions. Similarly, electric vehicles are an increasing part of the vehicle fleet; Mariposa County already has several charging stations, mostly near Mariposa.

The low-density nature of most Mariposa County development creates challenges for meeting access and mobility needs via non-automotive modes. As with most rural counties, transportation options such as transit, walking, and biking are limited due to the challenges described above. However, Mariposa County is currently developing an active transportation plan to support improvements for walking and biking, and electric vehicle usage will likely continue to increase, especially as technology increases vehicle range and charging options expand.

1 References reviewed for this section include:
Caltrans, Addressing Climate Change Adaptation in Regional Transportation Plans, February 2013.
Transportation Research Board, Climate Change and Transportation, July 2012.
California Natural Resources Agency, 2021 Climate Adaptation Strategy.

Public Outreach

Public involvement is a major component of the transportation planning process. Every person in Mariposa County is affected by transportation and, as such, is an important component of the transportation planning process. Public input on transportation needs and concerns was solicited via an online survey and by in-person outreach at local events. Information about the survey and events and the input gathered, are summarized below. The results of this public participation will be used to help identify issues and solutions to be incorporated into the RTP update.

ONLINE SURVEY

An online survey accessible from phones, tablets, and computers was created using the Microsoft Forms platform. The survey was publicized on the Mariposa County website, on Facebook, and at the Mariposa Farmers' Market as described in more detail below. Information on how to access the survey via QR code and web link were also mailed to every residential address in Mariposa County. Outreach materials are included in **Appendix B**.

The survey solicited input about how people travel in the county, what they like about travelling in the county, and transportation improvements they would like to see implemented. The survey also requested demographic information about the survey respondents. The survey had a three-month response period, from August to November 2022. Of the 11,118 survey notices mailed, 172 responses were received.

Demographically, most respondents were older than 65 years old, and 67 percent identified as women. Seventy-three percent of respondents live in the 95338 zip code (Mariposa, Bear Valley, Bootjack, and adjacent areas), and 6 percent live in the 95306 zip code (Catheys Valley and adjacent areas).

Detailed survey results are provided in **Appendix B**.

Key comments and concerns identified in the survey included the following:

- Respondents were most pleased by the general lack of congestion on Mariposa County roadways.
- Not feeling safe on roads in the county prevents respondents from walking and biking more.
- Respondents expressed lack of knowledge about the local transit/paratransit system (Mari-Go and Medi-Trans)
- Lack of connections to desired destinations and inconvenient scheduling prevent many respondents from using transit. Current transit riders identified the same issues.
- Drivers were generally satisfied by the condition of State highways but dissatisfied by the condition of local roads. They were also concerned about safety on State highways.
- Pedestrians had concerns with missing sidewalks and uneven sidewalks, overgrown vegetation, or missing curb cuts.
- Bicyclists were concerned by the lack of bicycling infrastructure, poor road and shoulder conditions, the lack of respect they receive from drivers, and a lack of secure bicycle parking.
- Respondents with children attending local schools felt there were insufficient safe bicycling and pedestrian routes for students to get to school.
- Respondents were willing to pay more for better transportation facilities.
- Respondents were concerned by air pollution and greenhouse gas emissions.
- General comments included:
  - » Desire for more streetlights
  - » Desire for more bicycle and pedestrian facilities, including trails
  - » Desire for better transit services
  - » User approval of Medi-Trans services

FARMERS' MARKET BOOTH

To meet people where they are, rather than requiring them to come to a meeting specifically for the RTP update, project staff hosted a booth at the Mariposa Farmers' Market on August 24, 2022, and October 26, 2022. These events provided the opportunity for engagement from a broader cross-section of the public.



Booth at the Mariposa Farmers' Market

At the booths, Mariposa County and consultant staff discussed the RTP update process with the public, solicited input through voting on priority posters comment cards, and directed the public to the online survey. Across the two dates, staff had interactions with approximately 40 people. Top concerns identified during these events included the following:

- Improved pedestrian facilities were requested by several attendees, especially in and surrounding the town of Mariposa.
- Transit users were pleased by YARTS service and its employees; however, fees were considered by some to be cost-restrictive.
- Bicyclists desired "Share the Road" signs on highways and other major roads.
- Lack of guardrails on outside curves of facilities with big drop-offs and lack of shoulders on several major roadways were identified as serious driving issues.
- Roundabouts were suggested for intersections in the town of Mariposa.
- More turnouts or passing lanes for bicyclists and other vehicles were suggested near Triangle.

Materials used in the booths, including posters, handouts, and comment cards are included in **Appendix B**. The upcoming Mariposa County Local Road Safety Plan (LRSP) and Mariposa County Active Transportation Plan (ATP) will address the traffic safety and active transportation concerns identified during the RTP update engagement process.

Issues

Additional issues were identified for consideration in the plan as discussed in this section.

STATEWIDE ISSUES

In its 2022 annual report, the CTC identified several recommendations that have significance for transportation planning in California. These include legacy recommendations included from previous Annual Reports that have yet to be enacted but are still relevant to the state's transportation needs.

- Increase the Active Transportation Program by $1 billion per year to fund critical climate, safety, mobility, and equity projects.
- Provide support for transit operators to address the continued impacts of the pandemic on their operations funding.
- Clarify provisions of the Commission's existing statutory authority to approve road tolling/pricing, such as converting un-tolled lanes to tolled lanes, which are critical for achieving state mobility and climate goals.
- Authorize a funding needs assessment for California's general aviation airports, including recommendations to ensure that California airports can fully leverage available federal funds, address community impacts, and support electrification.
- Authorize a study on the implementation of weight-based passenger vehicle fees to account for the disproportionate effects of larger vehicles on pedestrian injuries and fatalities.

At the national level, the Bipartisan Infrastructure Law was passed in 2021. The law provides funding to repair and rebuild roads and bridges, improving transportation system safety, increase public transportation options, and increase electric vehicle charging stations.

REGIONAL AND LOCAL ISSUES

The issues described above were supplemented by discussions with County staff. The issues below were identified by staff as new or continuing concerns.

- **Concerns about safety on State highways and pavement conditions on local roads.** Implementing the recommendations of the LRSP will likely improve roadway safety in the county. Maintenance planned in coming years will help improve local road conditions.
- **Concerns about vegetation management.** Tree mortality in the region and overly dense vegetation, especially along highway corridors, increases the risks and impacts of climate change and wildfire in the region. Vegetation impinging on roadway shoulders also creates access and safety issues for bicyclists and pedestrians.
- **Lack of ample parking within Mariposa activity centers and communities.** Inadequate parking and limited staging areas are a challenge for motorists. Ample parking for recreational vehicles and trucks and parking options that allow four-hour parking windows are needed to attract tourists and consumers.
- **Lack of bicycle and pedestrian paths, trails, and other facilities.** Residents often feel unsafe walking and biking on roads in the county. A system of trails, bikeways, and sidewalks will connect visitors and residents to local destinations, serve as an attraction itself, and support community health and alternatives to driving.
- **Public desire for increased transit connections and more frequent service.** New connections to regional destinations, especially for medical services, and more frequent connections between communities have been frequently requested.
- **Concerns about appropriate lighting.** Lighting sufficient for safety for all modes, but not excessive or misdirected, is an emerging concern in the region. Correct lighting can increase safety for all transportation system users while protecting the dark skies which are an asset of the region, supporting tourism and the environment.

Goals, Objectives, and Policies

The goals, objectives, and policies in the 2022 RTP are intended to guide the development of the transportation system and improve the quality of life for the citizens of Mariposa County. Comprehensive goals, objectives, and policies that meet the needs of the region and are consistent with the County's regional vision and priorities for action have been developed for this RTP.

- **Goals** are a vision of circulation conditions toward which the County will direct planning and implementation. A goal is the end toward which effort is directed; it is general and timeless.
- **Objectives** are specific conditions that represent intermediate steps in attaining goals; several objectives can relate to a single goal. An objective is a point to be attained and the best objectives are measurable. They are capable of being quantified and realistically attained considering probable funding and political constraints. Objectives represent levels of achievement in movement toward a goal. Objectives may be tied to specific performance measures.
- **Policies** are specific statements that guide decision-making and suggest actions to be carried out to meet objectives and attain goals. Policies reflect all relevant effects, including the natural environment, social, and economic factors. Together, policies serve as a planning guideline for local and state officials when making decisions.

Mariposa County is typical of many rural counties in California in that the automobile is the primary mode of moving people in the county, and trucking is the primary mode of moving goods and commodities. The county's existing transportation system and widely scattered population, topography, and lack of a broad economic base to support funding often limit other modes of transportation and other solutions to transportation-related problems.

A transportation system provides mobility to sustain social, economic, and recreational activities. An improperly developed transportation system can result in ineffective mobility and cause adverse and undesirable conditions, such as safety hazards, long delays, air pollution, and unnecessary energy consumption. The goals, objectives, policies, and implementation measures of this RTP are intended to guide the development of a transportation system that will maintain and improve the quality of life in Mariposa County over the next 25 years. To this end, consistency with the California Interregional Transportation Strategic Plan, the California Transportation Plan, and the California Strategic Highway Safety Plan strategies is an important part of the overall goals and policies of this RTP. In addition, the 2017 RTP Guidelines for RTPAs to address GHG emissions and VMT reduction were considered as part of the overall transportation investment strategies for the plan.

The goals, objectives, and policies for each component of the Mariposa County Transportation System are provided below. They cover both short-range and long-range desired outcomes. They are consistent with the policy direction of the Mariposa County General Plan, transit policies for the county, the bicycle and pedestrian plan for the county, and the federal Bipartisan Infrastructure Law. They also reflect input provided from the public. Given the limited transportation dollars available, the goals, objectives, and policies reflect a balanced approach and focus on the most feasible desired outcomes.

The goals that each project supports are identified in the Action Element.

REGIONAL VISION

The following vision is consistent with the Mariposa County General Plan Circulation Element. It is a high-level view of what the RTP seeks to accomplish.

Create safe, efficient, and economically feasible regional transportation that:

- enhances livability for both residents and visitors while maintaining the rural character of Mariposa County
- serves the social, cultural, economic, and environmental needs of the county, considering transit, bicycle, pedestrian, parking, aviation, and freight transportation; and
- is maintained in good condition and improved to meet future needs, considering existing and new land use development in the county, interregional travel, and the effects of changing climate.



GOALS, OBJECTIVES, AND POLICIES

The following specific goals, objectives, and policies for each travel mode have been formulated to ensure consistency with the regional goals and to achieve the vision stated above:

GOAL 1: HIGHWAYS

Develop an adequate, safe, and efficient regional roadway system for vehicle travel with accommodations for walking and biking while maintaining the rural character of Mariposa County.

- Objective 1.1 – Monitor, maintain, and improve, roadway and intersection safety conditions.
  - » Policy 1.1.1 – Annually prepare countywide summary reports of collisions, identifying trends and contributing factors, utilizing the Safe System approach.
  - » Policy 1.1.2 – Develop projects and apply for funding to improve roadways and intersection locations with greater collision frequencies or systemic factors.
  - » Policy 1.1.3 – Update County Road policies, plans, and standards to support the goals, policies, and actions of the upcoming Local Roadway Safety Plan and Active Transportation Plan.
  - » Policy 1.1.4 – Monitor land use changes and new development to track future travel demand on the regional road system.
  - » Policy 1.1.5 – Evaluate and mitigate VMT impacts when reviewing land use and transportation projects.
- Objective 1.2 – Develop tourist transportation corridors and routes to provide adequate service and safe mobility for all transportation modes, including personal vehicles, transit, biking, and walking.
  - » Policy 1.2.1 – Work with Caltrans to support and improve State highways.
  - » Policy 1.2.2 – Work with organizations working to develop regional trails and trail connections to neighboring communities in accordance with the Recreation and Resiliency Master Plan and upcoming Active Transportation Plan.
- Objective 1.3 – Prioritize maintenance and improvement of deficient maintenance conditions of existing transportation facilities, consistent with available funding and engineering study findings.
  - » Policy 1.3.1 – Prepare feasible roadway maintenance programs, matched to available funding.
  - » Policy 1.3.2 – Prepare timely updates to the countywide pavement management system reports and database.
  - » Policy 1.3.3 – Consider growing impacts of wildfire, landslides, and flooding when developing maintenance programs and facility improvements to proactively minimize damage from these events.
  - » Policy 1.3.4 – Manage vegetation along roadways to reduce the impacts of climate change on transportation, support evacuation routes, and provide safe access for bicyclists and pedestrians.
  - » Policy 1.3.5 – Prioritize use of maintenance funding based on safety, road volume, and facility condition.
- Objective 1.4 – Design and implement the circulation system to meet community needs, equitably distribute benefits and impacts, consider environmental values, and protect historic and natural features within the county.
  - » Policy 1.4.1 – Maintain the integrity and function of local scenic and historical routes.
  - » Policy 1.4.2 – Review and revise right-of-way and pavement standards to permit modified right-of-way dimensions where necessary and feasible to maintain natural, historic, and scenic character.

- » Policy 1.4.3 – Maintain and update lighting to improve safety for all modes while preserving the county's dark skies, which are an environmental and quality-of-life asset for residents and visitors.
- » Policy 1.4.4 – Recommend projects within the county and work with Caltrans and the CTC on the location of STIP and SHOPP projects to improve geographical equity and minimize the funding gap between need and funding allocations.
- » Policy 1.4.5 – Integrate and balance community, aesthetic, historic, and environmental values with transportation goals and policies when implementing transportation projects and programs.

GOAL 2: TRANSIT

Provide an efficient and coordinated regional and local transit system that serves both urban and rural areas, including transportation opportunities for disadvantaged and older persons who have fewer transportation options, and to visitors to reduce dependence on personal vehicles, reduce VMT and GHG, and improve air quality.

- Objective 2.1 – Maintain and improve the existing regional transit system.
  - » Policy 2.1.1 – Maintain active participation in the Yosemite Area Regional Transportation System (YARTS).
- Objective 2.2 – Maintain and improve the existing local transit system.
  - » Policy 2.2.1 – Plan for and finance continued development and expansion of local transit to accommodate local demand and service needs.
  - » Policy 2.2.2 – Provide demand responsive transit services for disabled and senior citizen residents not served by fixed-route service.

GOAL 3: ACTIVE TRANSPORTATION

Develop a safe and efficient regional system of bicycle, pedestrian, and equestrian facilities to accommodate, encourage, and increase safe active transportation use in Mariposa County. Thus serving residents and visitors, especially those with fewer transportation options, reducing VMT and GHG and improving air quality.

- Objective 3.1 – Develop and construct a regional bicycle, pedestrian, and equestrian system to complement existing transportation facilities.
  - » Policy 3.1.1 – Apply for active transportation project funding through federal, state, or regional grant programs, such as the California Active Transportation Program, to implement the projects identified in the Mariposa County Bicycle and Pedestrian plan and upcoming Mariposa County Active Transportation Plan.
  - » Policy 3.1.2 – In Town Planning Areas, construct, improve, and maintain the pedestrian circulation system to provide safe access. As sidewalks and other pedestrian infrastructure is updated, install curbs and gutters, and improve drainage control in areas where it is inadequate to effectively and efficiently coordinate different regional needs.
  - » Policy 3.1.3 – Update the upcoming Mariposa County Active Transportation Plan on a periodic basis to ensure new projects reflect the needs and priorities of the county.
- Objective 3.2 – Support safe and convenient walking and biking through ongoing facilities maintenance and non-infrastructure programs.
  - » Policy 3.2.1 – Develop maintenance policies and programs and allocate funding to ensure sidewalks, trails, and crosswalks are maintained in good condition.
  - » Policy 3.2.2 – Work with regional partners and obtain funding to implement the education,

encouragement, and other non-infrastructure recommendations identified in the Mariposa County Bicycle and Pedestrian Plan, Mariposa County Recreation and Resiliency Master Plan, and upcoming Mariposa County Active Transportation Plan.

GOAL 4: AVIATION

Develop and maintain a fully functional and integrated air service and airport system as a component of the Mariposa County regional transportation system.

- Objective 4.1 – Maintain efficient, accessible, and affordable air service in a safe and convenient manner.
  - » Policy 4.1.1 – Develop an efficient system of roadways and active transportation modes to serve the Mariposa-Yosemite Airport for both normal usage and disaster response.
  - » Policy 4.1.2 – Ensure that the development of new and/or expansion of existing airport facilities is consistent with the Airport Land Use Plan.
  - » Policy 4.1.3 – Evaluate improvements for biking and walking connectivity to the Mariposa-Yosemite Airport during development of the upcoming Mariposa County Active Transportation Plan.
- Objective 4.2 – Update the current Mariposa-Yosemite Airport Comprehensive Land Use Plan and Airport Master Plan, last updated in 1995.
  - » Policy 4.2.1 – Seek funding to update the Mariposa-Yosemite Airport Comprehensive Land Use Plan and Airport Master Plan.

GOAL 5: AIR QUALITY AND GREENHOUSE GASES

Support achievement and maintenance of air quality standards for Mariposa County as established by the Environmental Protection Agency (EPA) and the California Air Resources Board (CARB).

- Objective 5.1 – Assist the local air pollution district in developing the transportation related portions of the State Implementation Plan as requested.
  - » Policy 5.1.1 – Coordinate regional transportation planning activities with regional air quality planning at both the technical and policy level.
  - » Policy 5.1.2 – Evaluate and assist in the implementation of appropriate regional and inter-regional air quality improvement measures.
- Objective 5.2 – Develop projects and maintain the transportation system with consideration of the impacts of climate change.
  - » Policy 5.2.1 – Support changes to the General Plan and General Plan environmental analysis to address the requirements of SB 743 and State VMT reduction goals.
  - » Policy 5.2.2 – Consider the impacts of climate change on the transportation system, including increased wildfires, landslides, flooding, and evacuation routes, when developing new projects to proactively minimize damage from these events.
  - » Policy 5.2.3 – Consider increasing impacts of wildfire, landslides, and flooding when planning and implementing transportation system maintenance.
  - » Policy 5.2.4 – Seek funding and partnerships for new and expanded electric vehicle charging stations for light-, medium-, and heavy-duty vehicles across the county.
  - » Policy 5.2.5 – Support use of electric bicycles and scooters by incorporating their needs in transportation planning and seeking funding and partnerships for their promotion.

GOAL 6: TRANSPORTATION FINANCING

Develop and support regional transportation financing strategies that provide for a continuous implementation of Regional Transportation Plan projects and strategies.

- Objective 6.1 – Develop and adopt policies that provide adequate 20-year funding resources for all regional transportation improvements.
  - » Policy 6.1.1 – Foster cooperative relationships with State and federal agencies responsible for transportation funding programs.
  - » Policy 6.1.2 – Monitor and participate in state and federal transportation financing programs and meetings.
  - » Policy 6.1.3 – Identify and allocate funding resources for building, operating, and maintaining the existing and future transportation system in Mariposa County.
  - » Policy 6.1.4 – Consider needs of disadvantaged communities when identifying projects and allocate funding.
- Objective 6.2 – Work with the Rural Counties Task Force and the CTC to help identify and promote new sources of maintenance funding.
  - » Policy 6.2.1 – Pursue new funding sources to reduce the backlog of deferred maintenance by at least 20 percent over the next 20 years.

GOAL 7: GOODS MOVEMENT

Support the transport of suitable products and materials while minimizing negative impacts on the local road system.

- Objective 7.1 – Support the efficient utilization of truck transport through transportation and land use decisions that minimize impacts to the local road system.
  - » Policy 7.1.1 – Install passing lanes, turnouts, truck parking, and other lower-cost improvements to minimize adverse traffic impacts from truck traffic.
  - » Policy 7.1.2 - Periodically review road standards and pavement conditions to ensure planned infrastructure is consistent with truck volumes.

GOAL 8: MANAGEMENT OF THE TRANSPORTATION SYSTEM

Minimize traffic congestion by increasing the efficiency of the existing transportation system through transportation system management (TSM) techniques and transportation demand management (TDM) techniques.

- Objective 8.1 – Promote signal timing, access management, transit priority treatments, and accident scene management measures to increase traffic flow.
  - » Policy 8.1.1 – Periodically review traffic operations along State highways and major County roads and implement cost-effective solutions to reduce local congestion without increasing VMT or GHG emissions.
- Objective 8.2 – Reduce the demand for travel by single-occupancy vehicles through TDM techniques.
  - » Policy 8.2.1 – Increase transit system service frequency and coverage, as funding allows, to support increased transit mode share.
  - » Policy 8.2.2 – Establish a formal ride share program within the County as funding allows.

  - » Policy 8.2.3 – Implement the recommendations of the Mariposa County Bicycle and Pedestrian Plan and upcoming Mariposa County Active Transportation Plan to increase walking and biking mode share.
  - » Policy 8.2.4 – Promote public awareness of Mariposa County Transit services, rideshare opportunities, and walking and biking through media and promotional events.
- Objective 8.3 - Employ new technologies for Intelligent Transportation Systems (ITS) to improve traffic operations within the county.
  - » Policy 8.3.1 – Implement current Caltrans ITS recommendations for local streets and roads, where beneficial and appropriate. Incorporate the Sierra Nevada ITS Strategic Deployment Plan (SDP) and Intelligent Transportation Systems strategies from Caltrans District 10 whenever feasible.
  - » Policy 8.3.2 – Increase geographic information system (GIS) database management of transportation facilities, features, and assets within the county to support ITS implementation and transportation system maintenance and management.
  - » Policy 8.3.3 – Incorporate, as feasible, remote sensing and GIS techniques into the pavement management system (PMS) as funding allows.
  - » Policy 8.3.4 – Monitor advances in connected vehicle, automated vehicle, and other technologies to understand and plan for their use in rural areas, in coordination with Caltrans and other partners.

GOAL 9: LAND USE

Improve livability in the county through coordinated decision-making in land use and transportation.

- Objective 9.1 – Design the transportation system to accommodate land use development with consideration of both local transportation goals and regional transportation needs.
  - » Policy 9.1.1 – Assist local communities with integrated transportation and land use decisions during their town and community plan processes, considering RTP goals and objectives including State objectives for VMT and GHG reduction.
  - » Policy 9.1.2 – Support implementation of recommendations of the Mariposa County Integrated Mobility & Housing Strategy for transit-oriented housing development that serves the needs of Yosemite National Park employees.
  - » Policy 9.1.3 – Develop transportation analysis requirements for land use projects that consider safety and accessibility for all modes, including walking, biking, and transit, and support reduction of VMT.

PERFORMANCE MEASURES

Performance measures connect to key goals and objectives for the RTP and provide quantifiable evidence of the consequences of decisions or actions. Performance targets provide specific metrics by which progress of the RTP towards its goals can be measured. In the context of the RTP, they predict, evaluate, and monitor the extent that transportation systems accomplish public objectives. Performance measures can be quantitative (for example, number of accidents) or qualitative (for example, historic character). Performance measures can also be measured (for example, traffic volume) or modeled (for example, vehicle miles traveled).

Table 17 presents the goals, objectives, performance measures, and performance targets for the RTP. These performance measures have mostly been carried over from the 2017 RTP to track changes over time. New metrics have been added to track transit ridership and progress toward improving active transportation facilities.



TABLE 17A: REGIONAL TRANSPORTATION PLAN PERFORMANCE MEASURES

TOPIC	Mobility/ Accessibility on State Highways	Safety on State Highways and County Roads	Maintenance
PERFOR-MANCE MEASURES	• LOS on State Highways	• Collision rate on State Highways compared to similar facilities statewide • Number of Fatal Collisions • Number of Injury Collisions • Number of Property Damage Only (PDO) Collisions	• Pavement Condition Index (PCI)
DATA SOURCE	• Caltrans Traffic Volumes • Transportation Concept Reports (TCRs)	• Caltrans TASAS • Statewide Integrated Traffic Records System (SWITRS), California Highway Patrol	• Mariposa County Pavement Management Program
VALUE IN 2017 RTP	• All roadways operated at acceptable LOS C or better in rural areas and D or better in urban areas (Mariposa)	• TASAS: See Table 24 • Three-year total (2015-2017) » Fatalities: 9 » Injuries: 223 » PDO: 429	• Average PCI of County road network (2014) = 53
CURRENT VALUE	• All roadways operate at acceptable LOS C or better in rural areas and D or better in urban areas (Mariposa)	• TASAS: See Table 24 • Three-year total (2019-2021) » Fatalities: 6 » Injuries: 301 » PDO: 695	• Average PCI of County road network (2021) = 51
COMMENT	• All existing facilities meet County General Plan standard , but LOS D does not meet TCR Concept LOS.	• All state highway segments in Mariposa County have lower fatality rates and total collision rates than comparable facilities. • Fatalities have decreased but injuries have increased between the two study periods.	• Overall PCI decreased between 2014 and 2021.

Additional source: Fehr & Peers, 2023.

TABLE 17B: REGIONAL TRANSPORTATION PLAN PERFORMANCE MEASURES		
TOPIC	**Transit Effectiveness**	**Active Transportation Service**
PERFOR-MANCE MEASURES	• Farebox Recovery Ratio • Cost per passenger • Transit frequency • Riders served	• Miles of shared use paths • Miles of bike lanes • Miles of sidewalks
DATA SOURCE	• Monthly/Quarterly transit operations reports	• Local data
VALUE IN 2017 RTP	• Farebox Recovery Ratio (FY 17/18) = 13.1% • Operating Cost Per Passenger (FY 17/18) = $82.02 • Each Mari-Go route operates one day per week • [Riders served is a new metric for 2022]	• [New metrics for 2022]
CURRENT VALUE	• Farebox Recovery Ratio (FY 21/22) = 21.7% • Operating Cost Per Passenger (FY 21/22) = $47.78 • One Mari-Go route operates two days per week, two routes operate one day per week • 7,886 riders served	• 0.2 miles of shared use paths • 0 miles of bike lanes • Unknown miles of sidewalks (to be evaluated in upcoming ATP)
COMMENT	• Farebox recovery and operating cost per passenger both improved. Service frequency improved on some routes. • Riders served is a new metric for 2022.	• New metrics for 2022.
Additional source: Fehr & Peers, 2023.		

ACTION ELEMENT

The Action Element of the RTP consists of short-term (2022-2032) and long-term (2032-2047) activities that address regional transportation issues and needs. All transportation modes (highways, local streets and roads, transit, bicycle, pedestrian, and aviation facilities and services) are addressed. (No railways serve Mariposa County; the closest freight and passenger railway access is in the city of Merced.) In addition, the Action Element identifies investment strategies, alternatives, and project priorities beyond what is already programmed.

Costs for planned projects have been calculated in year-of-expenditure dollars to account for estimated inflation. All State Highway projects programmed in the State Transportation Improvement Program are shown in year-of-expenditure dollars. The inflation rates were developed by Caltrans to reflect recent trends in the construction industry.

Some regional projects calculated to year-of-expenditure dollars at the time of the development of the RTP and, therefore, current dollars are used for these projects. Updated cost information will be amended into each subsequent update of the RTP.

Local conditions, land use, transportation technologies, and transportation funding are constantly evolving. These projects are based on the best data available at this time; however, projects may be added, deleted, or revised. Additional projects of regional significance will be amended into the RTP if required for funding.



Roadway Network

Most travel in Mariposa County is by automobile, and it will continue to be so over the life of this plan and beyond. The roadway network within the unincorporated parts of the county is rural in character, mainly serving small communities, tourism, recreation, and agriculture uses. State highways are the primary transportation corridors extending through the county and serve all the county's major population centers. Other County arterials and a network of federal, state, local public, and private roads constitute the remainder of the roadway system. The State highway network serves primarily intercity and inter-county regional travel and interregional tourism, while the County's roadways serve local trips.

Figure 3 shows the major routes in the regional roadway system according to federal functional classifications. These classifications indicate the operational hierarchy of the roadway system:

State Highways are maintained by Caltrans and constitute routes of interregional significance whose design provides for relatively high overall travel speeds with minimum interference to through movement. These routes provide for travel into, out of, and through the county.

Major Collectors provide access to more localized destinations for regional traffic. These roads are designed to provide access for regional traffic between state routes. Narrow lanes and shoulders limit the carrying capacity of some collectors. Major collectors are "on-system" facilities that are eligible for federal aid. County roads that are designated as major collectors are:

- Bear Valley Road
- Merced Falls Road
- Hornitos Road (access to Hornitos)
- Darrah Road
- Greeley Hill Road (access to Greeley Hill)
- Carleton Road
- Ben Hur Road

Minor Collectors are similar in character to major collectors but are generally more rural with less traffic. Minor collectors are not eligible for federal aid, but the Highway Bridge Program (HBP) will replace or repair bridges, and rehabilitation can be funded through the State Transportation Improvement Program (STIP).

Local Roads consist of all roads not designated otherwise.

COUNTY ROADS

The County maintains approximately 564 centerline miles of roadways, 360 paved and 204 unpaved. These roadways are mapped by functional classification in Figure 3.[1]

FEDERAL AGENCY ROADS

Mariposa County has an extensive network of roads maintained by federal agencies. Yosemite National Park maintains 214 miles of paved roads,[2] and the US Forest Service manages 22 miles of roads.[3]

1 Conversation with Mark Dvorak, Mariposa County, February 7, 2018.

2 Yosemite National Park Statistics, https://www.nps.gov/yose/learn/management/statistics.htm, retrieved February 2023.

3 California Public Road Data 2020, California Department of Transportation Highway Performance Monitoring System Data Library.

STATE HIGHWAYS

There are 117 miles of State highways, operated and maintained by Caltrans that provide connections across Mariposa County.[1] SR 49 and SR 140 form the backbone of Mariposa County's transportation system; most of their length through the County is unparalleled by local roadways due to topographical constraints. SR 41, SR 120, and SR 132 also access Mariposa County.

Caltrans prepares a Transportation Concept Report (TCR) or Corridor System Management Plans (CSMP) for each of its facilities. A TCR is a long-term planning document that each Caltrans district prepares for every state highway or portion thereof in its jurisdiction. The TCR usually represents the first step in the Caltrans long-range corridor planning process. The purpose of a TCR is to determine how a highway will be developed and managed so that it delivers the targeted LOS and quality of operations that are feasible to attain over a 20-year period. These are indicated in the route concept. In addition to the 20-year route concept level, the TCR includes an ultimate concept, which is the ultimate goal for the route beyond its 20-year planning horizon.

1 California Public Road Data 2020, California Department of Transportation Highway Performance Monitoring System Data Library.



State Route 41 is a major north-south route located in the eastern portion of the county that extends from the Madera County line to the Yosemite Valley. SR 41 connects to SR 49 in Oakhurst and to SR 140 in Yosemite Valley. SR 41 is one of three State highways serving Yosemite National Park and also provides access to the Mariposa County communities of Fish Camp and Yosemite West. Approximately five miles of SR 41 are maintained by the California Department of Transportation between the Madera County line and the south entrance to Yosemite National Park. The section of SR 41 from Route 49 in Oakhurst to Yosemite National Park is eligible for designation as a State Scenic Highway. The TCR states that Caltrans endeavors to maintain a target LOS at the transition between C and D on State highway facilities, or whichever LOS is feasible to maintain. The corridor within Mariposa County currently operates at LOS C and is anticipated to operate at LOS D by 2040. No planned or programmed projects are listed in the TCR at this time.



State Route 49 is the major north-south route through the western half of the county and is approximately 49 miles in length through the county. SR 49 travels along the western slope of the Sierra Nevada connecting Mother Lode communities from Oakhurst to Vinton. Within Mariposa County, this route extends from the Madera County line in the south to the Tuolumne County line in the north. The route between the communities of Bear Valley and Coulterville has steep grades. As a result, this section of the roadway significantly increases the travel time between the northern and southern regions of the county. SR 49 within Mariposa County is eligible for designation as a State Scenic Highway. The TCR for SR 49 shows a concept LOS of C in rural areas and D in urban areas. Although the TCR classifies the entire length of SR 49 in the county as rural, the segment through the community of Mariposa coincident with SR 140 serves as a main street in a town center. The TCR anticipates six of 10 segments within Mariposa County analyzed (segments 1-5 and 7) will be deficient by 2030 and may require upgrades to a four-lane expressway.



State Route 120 serves as an important east-west route for residents in the northern portion of Mariposa County and provides regional access to Yosemite National Park. One section of SR 120 passes through Mariposa County at Buck Meadows. The other section of SR 120 within Mariposa County extends from the Tuolumne County line to its junction with SR 140 in Yosemite Valley. The TCR for SR 120 has a concept LOS of C; however, within Mariposa County, the current facility is rated at LOS D. Caltrans is placing special emphasis on identifying lower cost improvements such as left-turn lanes and channelization as appropriate in lieu of recommending an expressway. However, if ADT increases, a four-lane expressway may ultimately be necessary.



State Route 132 is a major east-west route located in northwest Mariposa County. SR 132 extends from the Tuolumne County line in the west to the junction with SR 49 in Coulterville and is approximately 19 miles in length. SR 132 serves the communities of Lake Don Pedro and Coulterville as well as the recreational areas around Lake McClure. At Coulterville, SR 132 connects with County Route 132 that extends to the east and north to connect with SR 120 passing through the community of Greeley Hills. The TCR shows SR 132 as a two-lane conventional facility with LOS C in Mariposa County. The 2030 concept LOS is LOS D. No planned or programmed projects are listed in the TCR at this time.



State Route 140 is the major east-west route through the county and is approximately 52 miles in length through the county. It extends from the Merced County line in the west to Yosemite Valley in the east passing through the communities of Catheys Valley, Mariposa, and El Portal. SR 140 provides a connection to SR 99 in the Central Valley. The section of SR 140 from the junction of SR 49 in the town of Mariposa to the Yosemite National Park entrance is officially designated as a State Scenic Highway. The TCR for SR 140 shows a concept LOS of C in rural areas and D in urban areas. Although the TCR classifies the entire length of SR 140 in the county as rural, the segment through the community of Mariposa coincident with SR 49 serves as a main street in a town center. All segments currently operate acceptably except for the segment through the community of Mariposa. The TCR indicates that the conceptual solution for the segment is realignment and changing the concept facility type from Conventional to Expressway. However, this is not currently a planned or programmed project. In addition, ongoing work on SR 140 on the Ferguson Project to repair and stabilize areas damaged by fire and prone to rock slides has resulted in some one-lane traffic sections, resulting in delays.

ROADWAY OPERATIONS

The operations of roadway facilities are described in terms of level of service (LOS). LOS is a qualitative description of traffic flow based on factors such as speed, travel time, delay, and freedom to maneuver. Six levels are defined, from LOS A and B, which represent uncongested operating conditions, to LOS C and D, which represent moderate levels of congestion, to LOS E, which represents at-capacity conditions. Operations are designated as LOS F when volumes exceed capacity, resulting in stop-and-go conditions.

Table 18 displays the LOS criteria thresholds developed for the Mariposa County RTP using the Highway Capacity Manual (Transportation Research Board, 2000) (HCM) methodology for typical two-lane highway and county roadway segments. This table provides daily volume thresholds for each level of service. Because the thresholds are based on typical conditions, they should be used cautiously for a roadway segment that has extreme characteristics. The HCM categorizes two lane highways as either Class I or Class II:

- **Class I** – Two lane highways with relatively high speeds and that are major intercity routes, primary arterials connecting major traffic generators, daily commuter routes, or primary links in state or national highway networks. They often serve long-distance trips or provide connecting links between facilities that serve long-distance trips.
- **Class II** – Two lane highways with lower expected travel speeds that function as access routes to Class I facilities, serve as scenic or recreational routes that are not primary arterials, or pass through rugged terrain. They most often serve relatively short trips, the beginning and ending portions of longer trips, or trips for which sightseeing plays a significant role.

TABLE 18: ROADWAY SEGMENT LEVEL OF SERVICE THRESHOLDS

FACILITY TYPE	UPPER LIMIT DAILY TRAFFIC VOLUME THRESHOLD				
	LOS A	LOS B	LOS C	LOS D	LOS E
Class I Two Lane Highway (SR 49, SR 120, SR 140 west of Mariposa)	1,200	2,900	7,900	16,000	20,500
Class II Two Lane Highway (SR 41, SR 132, SR 140 east of Mariposa and in town)	900	2,000	6,800	14,100	17,400
County Roadways (Two Lane) (Major and Minor Collectors)	900	2,000	4,000	7,000	10,000

Notes: LOS F applies whenever the flow rate exceeds the segment capacity (the upper limit for LOS E)

Source: HCM 2000, Chapter 20, Two Lane Highways; Fehr & Peers, 2010.

The Mariposa County General Plan identifies LOS D or better as adequate. Caltrans also identifies concept LOS in each TCR; this is LOS C or D, depending on the segment.

Table 19 provides a summary of the latest traffic volumes on State highways (2020) and select County roadways (2019-2022) in Mariposa County. Five State highway segments operated at LOS D; all other locations operate at LOS C or better. Although these segments do not meet the Caltrans concept LOS, they meet the County General Plan standard.

TABLE 19: EXISTING TRAFFIC VOLUMES & LOS						
ROADWAY	POST MILE	LOCATION	PEAK HOUR	PEAK MONTH	AADT	LOS
State Highway: Class I						
SR 49	0.3	Madera/Mariposa Co. Line	350	3,800	3,500	C
	6.0	Triangle Rd.	430	4,200	3,800	C
	9.7	Woodland/Hirsch Rd.	510	4,950	4,500	C
	12.5	Bootjack Rd.	660	6,400	5,800	C
	16.7	Mormon Bar, Ben Hur Rd.	870	8,900	8,300	D
	18.5	Mariposa, JCT SR 140	900	9,900	8,600	D
	18.6	Joe Howard Rd.	780	7,600	5,100	C
	20.5	Whitlock Rd.	330	3,200	2,700	B
	22.9	Mount Bullion	240	1,900	1,500	B
	29.5	Bear Valley	120	870	860	A
	44.6	Coulterville, JCT SR 132 W.	130	1,200	690	A
	48.8	Mariposa/Tuolumne Co. Line	110	1,050	830	A
SR 120	41.5	Tuolumne/Mariposa Co. Line	1,400	12,300	6,200	C
	43.0	Buck Meadows	1,400	9,000	6,200	C
	43.7	Mariposa/Tuolumne Co. Line	1,400	9,000	6,200	C
SR 140	0.0	Merced/Mariposa Co. Line	590	4,650	3,900	C
	9.5	Hornitos Rd.	680	7,000	5,200	C
State Highway: Class II						
SR 132	7.6	Tuolumne/Mariposa Co. Line	320	1,750	1,700	B
	18.7	Coulterville/JCT SR 49	120	970	870	A
SR 120	21.2	Mariposa S. JCT SR 49	1,200	13,400	11,800	D
	21.4	Mariposa, Sixth St.	550	11,100	9,800	D
	22.0	Mariposa, N. JCT SR 49	870	9,100	8,400	D
	26.2	Triangle Rd.	220	3,650	3,600	C
	28.9	Oak Rd.	380	3,150	3,100	C
	29.7	Colorado Rd.	310	3,700	2,650	C
	34.1	Briceburg Station	160	3,800	2,500	C
	48.2	Foresta Rd.	130	2,950	2,900	C
	50.3	El Portal Rd.	380	3,000	2,900	C
	51.8	Yosemite National Park	230	4,050	2,800	C

Notes: Peak Month represents the average daily traffic volume for the peak month
AADT = Average annual daily traffic volume
Source: Caltrans Traffic Data Branch, 2022.

TABLE 19: EXISTING TRAFFIC VOLUMES & LOS			
ROADWAY	**LOCATION**	**AADT**	**LOS**
County Roadways: Major Collector			
Merced Falls Rd.	Tuolumne County Line	785	A
Hornitos Rd.	SR 140	695	A
	W. of Hornitos	525	A
Bear Valley Rd.	SR 49	475	A
	Hornitos Rd.	185	A
Greeley Hill Rd.	Fiske Rd.	905	B
	Smith Station Rd.	550	A
Ben Hur. Dr.	SR 49	2,040	B
	Silver Bar Rd.	480	A
Carleton Rd.	Triangle Rd.	775	A
Cole Rd.	Darrah Rd.	1,030	B
	Silva Rd.	475	A
Darrah Rd.	Darrah Rd.	4,695	C
	Triangle Rd.	1,060	B
Harris Cutoff Rd.	Harris Rd.	435	A
County Roadways: Minor Collector			
Dexter Rd.	Fiske Rd./Converse Rd.	365	A
Hotzel Rd.	Greeley Ln.	955	B
Ranchito Dr.	Merced Falls Rd.	550	A
Old Highway Rd.	SR 140	105	A
	SR 49	870	A
Yaqui Gulch Rd.	SR 140	485	A
Whitlock Rd.	SR 49	290	A
	SR 140	730	A
Indian Peak Rd.	SR 49	890	A
	(Indian Peak S.) Sebastopol Rd.	755	A
Hirsch Rd.	SR 49	825	A
	Indian Peak Rd.	415	A
Usona Rd.	SR 49	470	A
Triangle Rd.	SR 140	1,230	B
	E. Westfall	1,045	B
	SR 49	725	A
Chowchilla Mountain Rd.	SR 49	1,230	B

Source: Mariposa County Public Works, 2022.

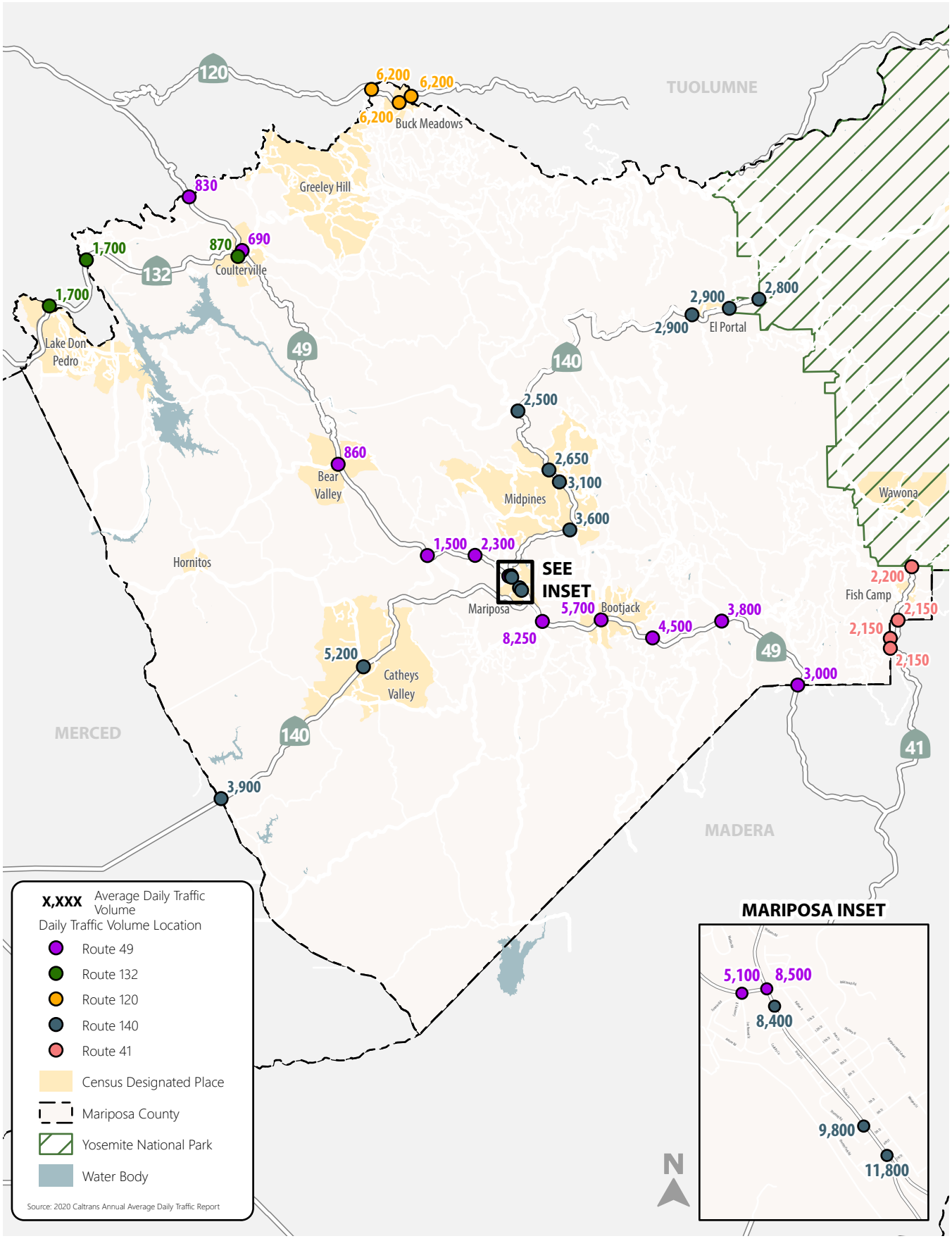
Caltrans collects traffic volume data on state highways in Mariposa County. Traffic counting is generally performed using electronic counting instruments at consistent locations throughout the state in a program of traffic count sampling. The resulting counts are adjusted to reflect an estimate of annual average daily traffic (AADT) by compensating for seasonal fluctuation, weekly variation, and other variables that may be present. AADT volumes are defined as the total two-way traffic volume on a roadway over the year divided by 365 days. Figure 9 shows the location of select traffic volumes on state highways.

In addition to AADT, Caltrans summarizes the peak month average daily traffic, which is the highest monthly traffic volume divided by the number of days in the month. Caltrans data indicates that the peak traffic season in Mariposa County is in summertime, with the peak month fluctuating between May, June, July, August, and September depending on the roadway segment. SR 140 near the south junction of SR 49 carries the heaviest average daily traffic in the peak month and throughout the year.

Population in Mariposa County is projected to decrease slightly from 17,556 in 2021 to 17,252 in 2047, as shown in Table 4. Similarly, the share of population 65 years and older is expected to increase from 32 to 43 percent over that period, as shown in Table 4. Visitors to Yosemite National Park, the largest driver of tourism in the county, have dropped in recent years after peaking in 2016 as shown in Figure 8. This trend preceded the COVID-19 pandemic, and in recent years the park has implemented a reservation system in peak periods which likely has contributed to these reductions. The automobile is expected to remain the primary mode of travel for the foreseeable future. If these trends continue, roadway vehicle volumes may be expected to decrease slightly or stay flat over the period of this plan. However, changes in travel behavior and transportation systems are expected to occur in response to emerging trends, new technologies, and evolving user preferences. These changes may affect expected travel and roadway volumes. Additionally, information about how technology is affecting travel is accumulating over time. Some of these emergent changes that could influence future travel forecasts include the following:

- Substitution of internet shopping and home delivery for some shopping or meal-related travel.
- Substitution of telework for commute travel.
- New travel modes and choices, including transportation networking companies (TNCs) such as Uber and Lyft, car share, and on-demand micro transit.
- Automated and connected vehicles.
- Long-term effects of the COVID-19 pandemic.

Figure 9: Existing Daily Traffic Volumes on State Highways



SAFETY

To assess roadways safety needs in the county, a five-year summary of collision data was compiled (Table 20). The table summarizes total collisions by year, including number of persons killed and number of persons injured. Less than half of the collisions in Mariposa County resulted in injuries.

TABLE 20: FIVE-YEAR COLLISION SUMMARY (2017 – 2021)

YEAR	TOTAL REPORTED COLLISIONS	TOTAL COLLISIONS RESULTING IN INJURY	NUMBER OF FATALITIES	NUMBER INJURED
2017	278	108	7	140
2018	227	90	3	125
2019	204	74	4	101
2020	210	84	1	95
2021	207	75	1	105
Total	**1,126**	**431**	**16**	**566**

Source: California Department of Highway Patrol, Statewide Integrated Traffic Records System, 2023. Transportation Injury Mapping System (TIMS), UC Berkeley SafeTREC, 2023.

Table 21 summarizes the total and percentage of injury collisions by collision type between 2017 and 2021. As shown, hit object collisions account for the highest number and percentage of injury collisions in the five-year analysis period. Overturned collisions, which more commonly result in more severe injury or death, show the second highest occurrence over the same period. Of the 1,126 total reported collisions, approximately 2% involved pedestrians, and less than 1% involved bicycles.

TABLE 21: FIVE-YEAR INJURY COLLISION SUMMARY BY COLLISION TYPE

TYPE	TOTAL INJURY COLLISIONS	PERCENT OF TOTAL
Hit Object	205	47.6%
Overturned	95	22.0%
Rear End	37	8.6%
Broadside	28	6.5%
Head-On	25	5.8%
Other	17	3.9%
Sideswipe	14	3.3%
Vehicle/Pedestrian	10	2.3%
Total	**431**	**100.0%**

Source: Transportation Injury Mapping System (TIMS), UC Berkeley SafeTREC, 2023.

Table 22 summarizes the total and percentage of injury collisions by vehicle code violation between 2017 and 2021. As shown, improper turning violations account for almost half of all collisions resulting in injury in the five-year analysis period. Unsafe speeds were the second highest violation that resulted in injury collisions over the same period. Approximately 15% of injury collisions involved driving under the influence of alcohol and/or drugs.

The upcoming Mariposa County Local Road Safety Plan (LRSP) will provide detailed analysis of recent collisions and recommend countermeasures to address hot spot and systemic issues.

TABLE 22: FIVE-YEAR INJURY COLLISION SUMMARY BY VEHICLE CODE VIOLATION

VEHICLE VIOLATION	TOTAL INJURY COLLISIONS	PERCENT OF TOTAL
Improper Turning	206	47.8%
Unsafe Speed	78	18.1%
Driving or Bicycling Under the Influence of Alcohol or Drug	64	14.9%
Automobile Right of Way	29	6.7%
Other than Driver or Pedestrian	18	4.2%
Wrong Side of Road	17	3.9%
Traffic Signals and Signs	4	0.9%
Unsafe Lane Change	3	0.7%
Pedestrian Right of Way	3	0.7%
Pedestrian Violation	3	0.7%
Other Hazardous Violation	2	0.5%
Unsafe Starting or Backing	2	0.5%
Improper Passing	1	0.2%
Unknown	1	0.2%

Source: Transportation Injury Mapping System (TIMS), UC Berkeley SafeTREC, 2023.

The Caltrans Traffic Accident Surveillance and Analysis System was utilized to determine accident rates on state highways for a three-year period ending in December 2021. Results are shown in Table 23.

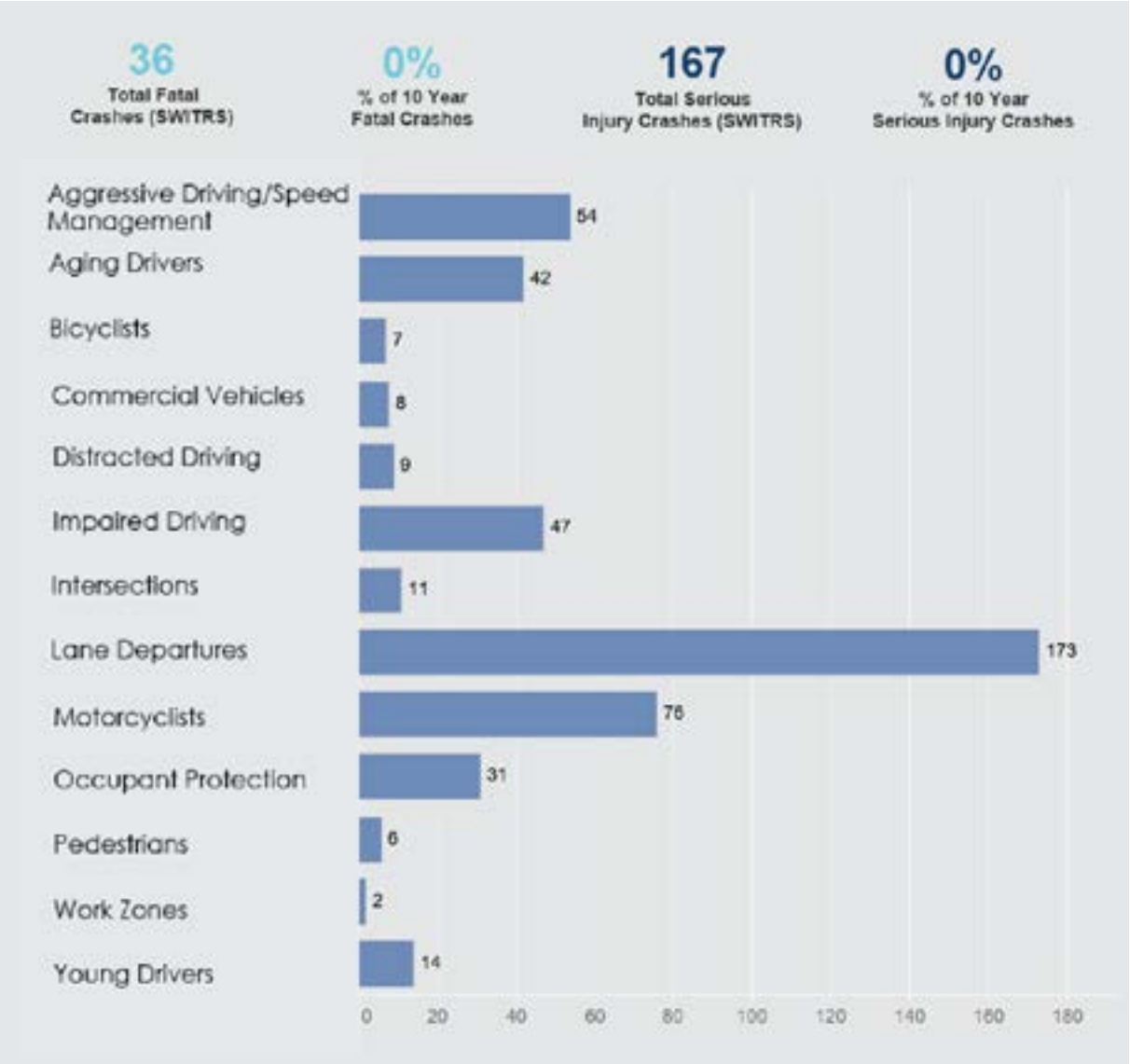
TABLE 23: COLLISION RATES ON STATE HIGHWAYS (PER MILLION VEHICLE MILES)

ROUTE	POST MILE		FATAL CRASHES		FATAL + INJURY CRASHES		TOTAL CRASHES	
	FROM	TO	SEGMENT RATE	COMP AVG RATE	SEGMENT RATE	COMP AVG RATE	SEGMENT RATE	COMP AVG RATE
SR 41	1.87	4.92	0.00	0.051	0.47	0.95	1.42	1.97
SR 49	0.33	48.83	0.017	0.045	0.55	0.73	1.37	1.60
SR 120	41.52	43.75	0.00	0.029	0.00	0.45	0.16	1.03
SR 132	7.70	18.75	0.00	0.053	0.70	0.97	1.25	2.01
SR 140	0.00	51.80	0.01	0.045	0.25	0.79	0.69	1.68

Note: Total Crashes include property damage only crashes.
Source: Caltrans Traffic Accident Surveillance and Analysis System Selective Accident Retrieval, 2023.

As part of the Strategic Highway Safety Plan (SHSP) update, Caltrans created a crash data dashboard to provide details on crash data related to SHSP goals. The dashboard organizes crash data by the Challenge Areas identified in the SHSP. Crashes in Mariposa County by Challenge Area for the ten-year period ending in December 2020 are shown in Figure 10.

Figure 10: Ten-Year Summary of Crashes by Challenge Area



Source: Caltrans, 2011-2020 SHSP Finalized Data for Mariposa County.

The upcoming Mariposa County LRSP and Mariposa County Active Transportation Plan (ATP) will consider the SHSP and the Safe Systems approach during their development.

VEHICLE MILES OF TRAVEL

Daily vehicle miles traveled (VMT) for Mariposa County, excluding Yosemite National Park, was estimated to be 541,200 in 2020.[1] Home based VMT per resident (miles driven each day per person living in the county) was estimated to be 32.4 and home-based work VMT per employee (miles driven to and from work each day per person working in the county) was estimated to be 23.1 in 2019.[2]

If demographic trends continue, VMT may be expected to decrease slightly or stay flat over the period of this plan. However, changes in travel behavior and transportation systems are expected to occur in response to emerging trends, new technologies, and evolving user preferences. These changes may affect expected travel and VMT.

1 California Public Road Data 2020, California Department of Transportation Highway Performance Monitoring System Data Library.

2 VMT+, https://www.fehrandpeers.com/project/find-my-vmt/, StreetLight, U. S. Census, and Fehr & Peers, 2023.



ROADWAY SYSTEM MAINTENANCE

STATE HIGHWAYS

Caltrans is responsible for the maintenance and rehabilitation of over 50,000 lane miles of state highways. The number of distressed lane miles (those with poor structural condition or with poor ride quality) is an important indicator of the State Highway System's pavement condition. This indicator is used by Caltrans to prioritize road maintenance and repairs. The state has approximately 6,872 distressed lane miles (13.8% of total lane miles) based on an updated 2020 Pavement Condition Survey.[1] This same survey showed that Caltrans District 10, where Mariposa County is located, has approximately 338 distressed lane miles of its 4,339 total lanes miles (9.6%).

Table 24 and Figure 11 provide historical data for the percentage of distressed lane miles for the state and Caltrans District 10. As the table and figure show, District 10 has a lower share of distressed miles than the State of California as a whole. Conditions in recent years for both District 10 and the state have been flat or worsening.

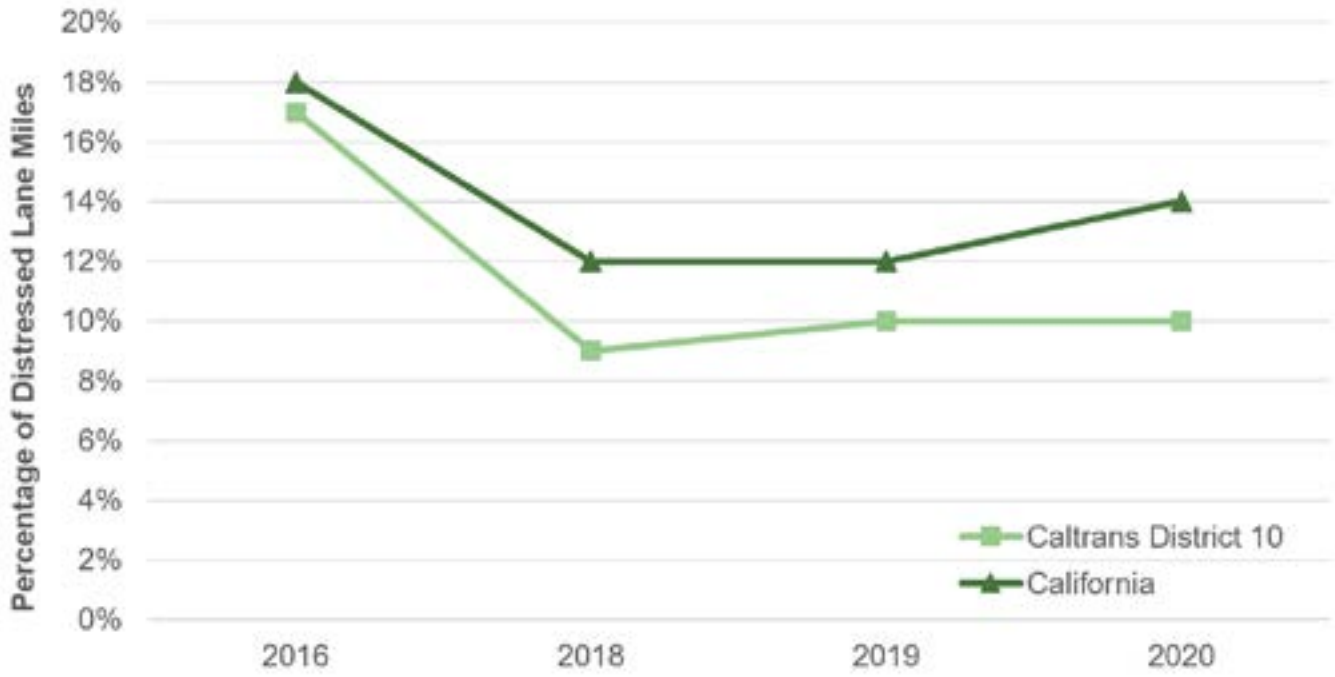
1 2020 State of the Pavement Report, California Department of Transportation, April 2022.

TABLE 24: DISTRESSED LANE MILES BY SURVEY YEAR

REGION	2016	2018	2019	2020
Caltrans District 10	17%	9%	10%	10%
California	18%	12%	12%	14%

Source: 2018 State of the Pavement Report, Caltrans, August 2019. 2019 State of the Pavement Report, Caltrans, September 2020. 2020 State of the Pavement Report, Caltrans, April 2022.

Figure 11: Distressed Lane Miles by Survey Year

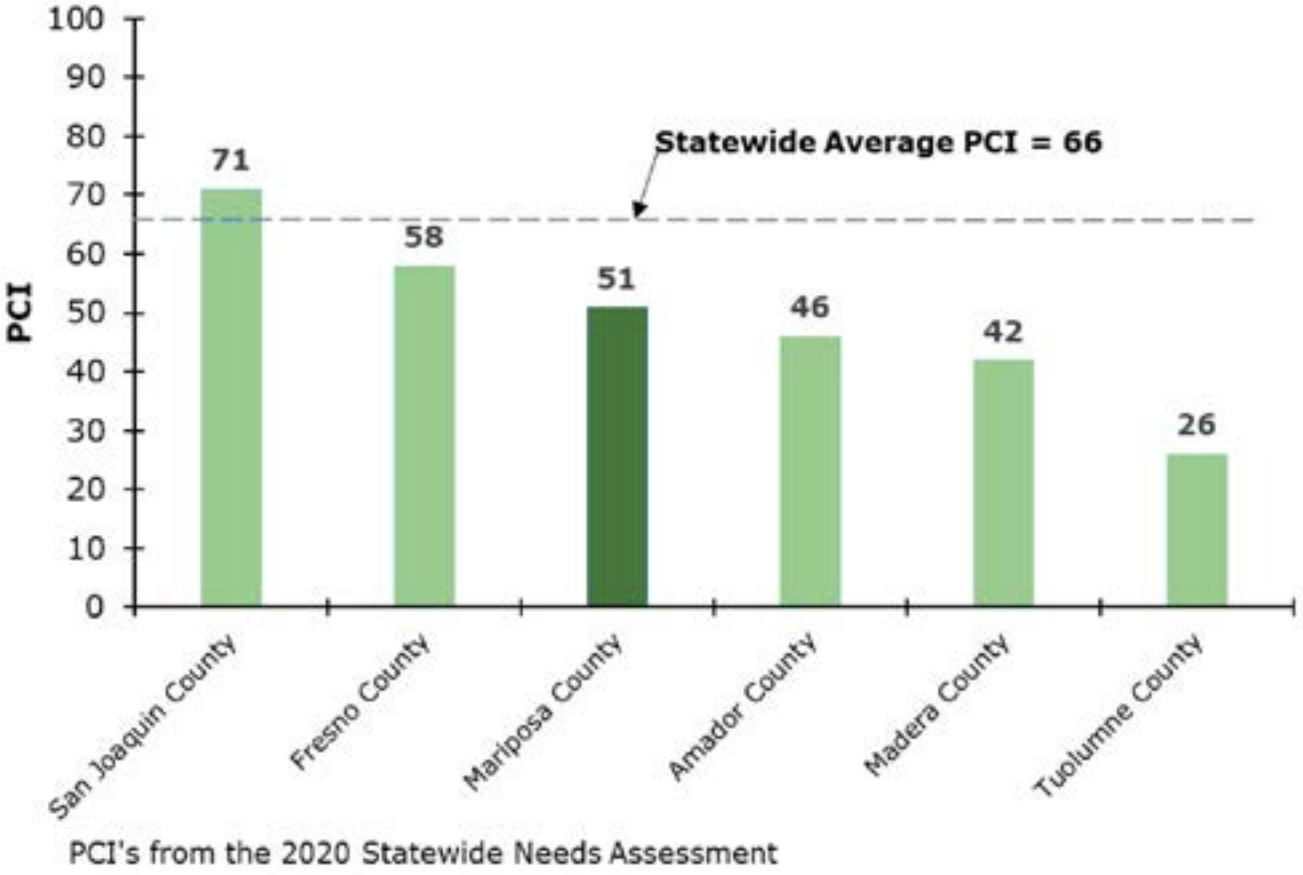


Source: 2020 State of the Pavement Report, California Department of Transportation, April 2022.

LOCAL ROAD MAINTENANCE

The 2021 Mariposa County Pavement Management Report Update indicated that the average Pavement Condition Index (PCI) for local Mariposa County roads is 51, or fair, slightly worse than in 2014, when the average PCI was 53. The report estimated the 10-year maintenance needs to be $109.9 million (2021 dollars) to bring PCI to 66, or good. To maintain an average PCI of 51, an investment of $68.1 million would be required. Figure 12 compares the average Mariposa County PCI to that of neighboring and other rural counties.

Figure 12: Pavement Condition Index Comparison with Neighboring Counties



Source: 2021 Mariposa County Pavement Management Report Update, Mariposa County, November 2021.

MARIPOSA COUNTY BRIDGE NEEDS

The transportation system in Mariposa County includes 55 bridges on County roadways and 34 bridges on State highways. To be eligible for the Federal Highway Bridge Program (HBP), a bridge must have a sufficiency rating of 80 or less to be eligible for rehabilitation, and a sufficiency rating of less than 50 for replacement. The County has 20 bridges with sufficiency ratings between 80 and 50, and another 15 bridges with sufficiency ratings less than 50. The replacement of Darrah Bridge will be complete by summer of 2023. The next bridge anticipated for replacement is on Buckeye Road over Mariposa Creek. There are 15 bridges in Mariposa County listed in the HBP and in various stages of design.

COMPLETED PROJECTS

A list of projects that have been completed since the 2017 RTP, or that are currently in progress as a result of committed funds, is provided in **Appendix C**, Table C-7.

STATE TRANSPORTATION IMPROVEMENT PLAN

The 2022 State Transportation Improvement Program (STIP) regional funding request for Mariposa County is shown in Table 25.

TABLE 25: 2022 STATE TRANSPORTATION IMPROVEMENT PROGRAM

PROJECT NAME	DESCRIPTION	REQUESTED AMOUNT ($1,000)
Planning, Programming, and Monitoring		100
Indian Peak Road Rehabilitation	Pavement - Local Road	805
Merced Falls Road Rehabilititation (Amendment)	Pavement - Local Road	595
Harris Road Bridge	Bridge - Local Reconstruction	910
Indian Peak Bridge	Bridge - Local Reconstruction	630
Old Toll Road Rehabilitation	Pavement - Local Road	1,500
Joe Howard Sidewalk Improvements	Active Transportation - Sidewalk	287
E Whitlock Road Rehabilitation	Pavement - Local Road	830
	Total	**5,667**

Source: MCLTC, 2023.

ROADWAY NETWORK ACTION PLAN

Improvements to the roadway network are an important strategy necessary to achieve the RTP performance targets. The Roadway Network Action Plan supports goals 1, 7, and 8. The projects identified in the RTP below are also consistent with the projects included in the Federal Transportation Improvement Program (FTIP), Regional Transportation Improvement Program (RTIP), and Caltrans Interregional Transportation Improvement Program (ITIP).

Appendix C lists the planned projects for Mariposa County and the goals supported by each project.

- Table C-1 lists short-term financially constrained projects. These projects can reasonably be expected to be funded and begin construction prior to 2032.
- Table C-2 lists long-term financially constrained projects that can reasonably be expected to be funded and constructed between 2032 and 2047.
- Table C-7 lists unconstrained (unfunded) projects that may be constructed prior to the year 2047 if additional revenues are realized or funded by future development.

Public Transit

The MCLTC is the regional planning agency responsible for allocating Transportation Development Act (TDA) funds, conducting the annual unmet transit needs process, and preparing Transit Development Plans. Transit Development Plans are generally regarded as the primary short-term planning guides for smaller transit systems and set a policy framework by which the county's mobility needs are identified and met.

Consolidated Transportation Services Agencies (CTSAs) coordinate social services and carry out intents of the Social Services Transportation Improvement Act of 1979. The purpose of the act was to improve the quality of transportation services to low mobility groups while achieving cost savings and more efficient use of resources. The MCLTC is the designated CTSA for Mariposa County.

The primary public transportation providers serving Mariposa County are Mariposa Public Transit and the Yosemite Area Regional Transportation System (YARTS).

Mariposa Public Transit (Mari-Go) is a general public dial-a-ride service with designated route areas. Vehicle operation is provided weekdays from 8:00 AM to 5:00 PM except on County holidays. Riders must call in advance to schedule rides. Service includes:

- Monday - Highway 49 North, Bear Valley, Hornitos, Catheys Valley Areas
- Monday - Sonora shopping for North County residents
- Tuesday & Thursday - In town of Mariposa and three-mile radius outside of town
- Wednesday - Highway 49 South, Ponderosa Basin, and Lush Meadows areas
- Friday - Highway 140 East, Midpines, and surrounding areas

Mariposa County Transit also operates a curb-to-curb non-emergency medical transportation service, Medi-Trans, for seniors (60 years of age and older) for scheduled medical appointments and/or in-office procedures in Mariposa and surrounding counties. Medical caregivers are allowed to ride along at no additional charge.



Mariposa County Transit Bus
Source: Mariposa County

Table 26 shows system-wide performance measures for Mariposa County Transit. Passengers per service hour and service mile decreased over the period.

TABLE 26: MARIPOSA COUNTY PUBLIC TRANSIT PERFORMANCE MEASURES

PERFORMANCE CATEGORY	FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22
Passenger Trips	4,265	5,910	4,308	2,477	7,886
Fare Revenue	$45,907	$70,638	$59,562	$5,960	$81,926
Operating Cost	$349,816	$287,161	$278,184	$278,184	$376,796
Service Hours	1,205	1,336	1,480	2,447	3,577
Vehicle Service Miles	33,921	35,510	44,063	70,528	117,623
Passengers/Service Hour	3.5	4.4	2.9	1.0	2.2
Passengers/Vehicle Service Mile	0.13	0.17	0.10	0.04	0.07
Farebox Recovery Ratio	13.1%	24.6%	21.4%	2.1%	21.7%
Cost/Service Hour	$295.77	$214.94	$187.96	$113.70	$105.34
Cost/Service Mile	$10.31	$8.09	$6.31	$3.94	$3.20

Source: Mariposa County, 2023.

Yosemite Area Regional Transportation System (YARTS) provides fixed-route service between Merced and Yosemite National Park with multiple stops in Mariposa County. YARTS also provides seasonal connections between Yosemite Valley and Sonora, Fresno, and Mammoth Lakes. YARTS allows bicycles on buses, provided there is space to accommodate them. YARTS service also connects to the Merced Amtrak station. YARTS transit routes are shown in Figure 13.

YARTS provides connections to the Merced Amtrak station, which will be served in the future by the Altamont Commuter Express (ACE) and San Joaquin's High Speed Rail service. These regional connections support the California Transportation Plan's goals of improve transit and rail, and expanding access to jobs, good, services, and education.

UNMET TRANSIT NEEDS

Unmet transit needs are those public transportation services which have not been funded or implemented but have been identified through public input, including the annual unmet transit needs public hearing, transit needs studies, or other methods approved by the Commission. For Mariposa County, unmet transit needs specifically include the following:

- Public transit services not currently provided for persons who rely on public transit to reach employment; to reach medical assistance; to shop for food or clothing; or to obtain social services such as health care, County welfare programs, and educational programs.
- Trips requested by the transit dependent or transit disadvantaged persons for which there is no other available means of transportation. Transit dependent or transit disadvantaged persons include but are not limited to, the elderly, the disabled, youth, and persons of limited means.

MCLTC has defined an unmet transit need as "reasonable to meet" if the following conditions prevail:

- New, expanded, or revised transit service, if implemented or funded, would not cause the operator to incur expenditures in excess of the maximum amount of Transportation Development Act (TDA) funds available to the County of Mariposa.
- The proposed transit service does not duplicate transit services currently provided by either public or private operators.
- Support exists as demonstrated through the public hearing process or other means of communication for the proposed service.
- New, expanded, or revised transit service, if implemented or funded, would allow the responsible operator to meet the TDA required rural area farebox and revenue ratio of 10 percent (or higher percentage as determined by the LTC) for the overall system. In addition, service will be considered reasonable if the projected average cost per ride, by type of service can be provided at a cost no higher than 10 percent above the average cost per passenger by type of service within Mariposa County for a period no longer than a year.
- There is supporting data to indicate sufficient ridership potential for the new, expanded, or revised service.
- The proposed transit service shall have a reasonable expectation of future demand and available funding on a long-term basis to maintain the service.
- Is needed and would benefit either the general public or the elderly and disabled population as a whole.

Note that comparing unmet transit needs with the need for streets and roads shall not make the determination of whether an unmet transit need is reasonable to meet.

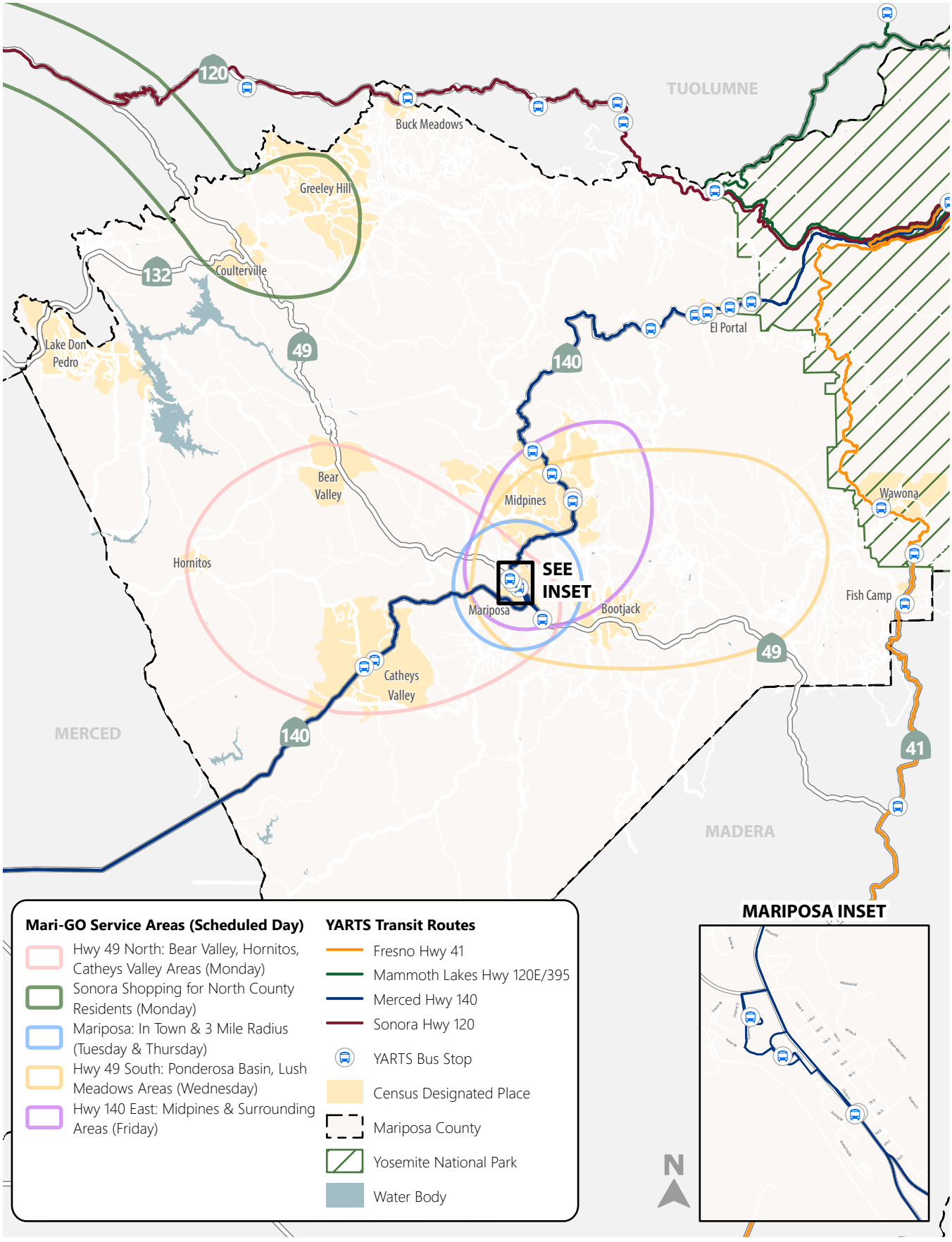
The Social Services Transportation Advisory Council met on April 27, 2022. Despite providing notice in the local paper and County website, there was no public comment. To further seek any known unmet transit needs, public notice was published to allow the public time to provide comments by June 1, 2022. No comments were received. Thus, it was determined that there are no "reasonable to meet" unmet needs to bring before the Commission at this time. MCLTC therefore adopted Resolution LTC 2022-11, "A Resolution Regarding Unmet Needs for Public Transportation" stating that there were no new unmet transit needs that were reasonable to meet and that previously identified needs will continue to be met with the existing transit services.

TRANSIT NETWORK ACTION PLAN

Improvements to the transit network are important to achieve the RTP performance targets. The transit network action plan supports goals 2, 5, 8, and 9.

The updated Short Range Transit Plan for Mariposa County Transit was released in August 2021. **Appendix C**, Table C-3 lists the planned short-range and long-range transit projects.

Figure 13: Transit Service



Bicycle and Pedestrian Facilities

Walking and bicycling are the most prevalent forms of non-motorized transportation in Mariposa County. In addition to helping reduce traffic congestion and automobile emissions, providing safe facilities that encourage walking and bicycling can enhance the quality of life for Mariposa County residents. However, walking and biking facilities in the county are limited.

As shown in Table 12, walking represents about 12.6% and bicycling represents 0.9% of journeys to work in Mariposa County. However, this data does not include trips for purposes other than work. Walking and biking trips are also made for shopping, for going to school, or for recreation, which are all more difficult to measure.

The limited amount of pedestrian and bicycle facilities in Mariposa County may be discouraging residents from walking and bicycling. For walking and bicycling to be a viable transportation option for most people, it must be safe, attractive, and easy to utilize. Generally, this includes use of pathway design techniques that promote safety and eliminate barriers and the placement of paths in sufficient locations and numbers to connect important activity centers such as schools, commercial centers, parks, and residential areas.

The 2011 Mariposa County Bicycle and Pedestrian Transportation Plan was developed to improve these conditions. The plan contains maps of existing and recommended future bicycling and pedestrian facilities and includes lists and discussion of projects to implement the new facilities. An updated Mariposa County Active Transportation Plan is expected to be completed in 2024.

EXISTING BICYCLING FACILITIES

The Mariposa Creek Parkway, a Class I shared use path, exists on the west side of the town of Mariposa. The path runs parallel to SR 140, beginning at Stroming Road, near Jessie Street, and terminating just south of Eighth Street. The total length of the existing path is approximately 0.2 miles. Mariposa County does not have any existing Class II bike lanes or Class III bike routes; however, it is legal to bicycle on all public roads in Mariposa County. Many of the county's rural roads are popular for bicycling, including:

- Bear Valley Road
- Ben Hur Road
- Buckeye Road
- Carleton Road
- Greeley Hill Road
- Guadalupe Fire Road
- Hornitos Road
- Indian Gulch Road
- Old Highway
- Silva Road
- Triangle Road
- Yaqui Gulch Road

State highways are also popular for bicycling, especially where no alternative roads exist (for example, SR 140 between Mariposa, El Portal, and Yosemite National Park).

EXISTING PEDESTRIAN FACILITIES

Marked crosswalks are provided at several locations in Mariposa both at intersections and at mid-block locations; however, many marked crosswalks need maintenance. Curb ramps are typically provided only on newer sidewalk segments.

CURRENT BICYCLE AND PEDESTRIAN PLANNING EFFORTS

Mariposa County is currently pursuing the following pedestrian and bicycle improvements.

Mariposa Creek Parkway: The Mariposa Creek Parkway Master Plan, released in 2019, articulates the vision for a four-mile, linear, off-street multi-use active transportation facility, fully integrated with a larger network of recreational and cultural spaces. The project, envisioned by the Mariposa Town Plan, parallels the Mariposa Creek from the Fairgrounds on SR 49 to the CalFire facility on SR 49. The first sections of the Parkway have been constructed.

Town of Mariposa Transportation Center Feasibility Study: The County completed the Mariposa Transportation Center and Active Transportation Feasibility Study in 2019. This study is Phase 2 of a three-part study, covering detailed plan and concept development. Phase 1, covering visioning and preferred alternatives, was completed in 2017. The transportation center project includes integrated multimodal elements including a rural-scale, multimodal transit center, wayfinding system, active transportation facilities, parking improvements, ADA, safety, and related elements. The project is guided by the following goals:

- Improve mobility, connectivity, and access to transportation services and amenities through multi-modal parking facilities and active transportation (e.g., biking, walking, skating) connections to be useful to the largest array of users.
- Benefit the local economy by developing feasible and effective transportation, circulation and parking solutions while maintaining the important historical character of the community that underpins the local economy.
- Provide easy access to information regarding available transportation services to visitors and mobility-impaired segments of the population through a comprehensive wayfinding program.
- Focus on feasible solutions for improved access to transit, parking availability, and pedestrian and bicycle access using Complete Streets and Safe Routes concepts and incorporating measures to ensure ADA compliance.
- Establish a central transportation hub that streamlines transit in Mariposa, provides a positive first impression for visitors accessing the town via transit, and supports businesses in town.

Merced River Trail: The County is participating in preliminary planning efforts to expand and improve the Merced River Trail from Bagby into Yosemite National Park. Among other goals, by expanding access to the Merced River corridor, the project will facilitate community connections to and stewardship of a landscape that is typically experienced at high speeds in route to more recognizable destinations within the park's boundaries.

BICYCLE AND PEDESTRIAN ACTION PLAN

Improvements to the bicycle and pedestrian networks support achievement of the RTP performance targets. The bicycle and pedestrian action plan supports goals 3, 5, 8, and 9.

The bicycle and pedestrian action plan for Mariposa County includes both a financially constrained plan and a financially unconstrained plan. These plans are presented in **Appendix C** Tables C-5, C-6, and C-7, along with the objectives supported by each project.

Aviation

AVIATION FACILITIES

One public airport exists in Mariposa County. The Mariposa-Yosemite Airport, owned by the County of Mariposa, is a public general aviation airport located at 5020 Macready Way, Mariposa, California 95338. The airport covers an area of approximately 115 acres and contains one runway that is 3,305 feet long and 60 feet wide. Twenty-one single-engine and four multi-engine aircraft are based at the airport, and 9,558 annual operations were conducted at the airport for the twelve months ending June 13, 2019.

Mariposa-Yosemite Airport is in the Federal Aviation Administration's (FAA) National Plan of Integrated Airports System (NPIAS). The FAA grants NPIAS status to airports that have significance to the national system of airports. Because of their value to the system, the FAA provides federal grants to NPIAS airports to maintain and upgrade their facilities. The FAA has several grant programs that cover a wide variety of projects including capital development, routine maintenance, facility upgrades, and airport planning documents. The FAA's Airport Improvement Program (AIP) grant program pays 90-95 percent of a project's cost for general aviation airports.

The 2020 California Aviation System Plan (CASP) classifies Mariposa-Yosemite Airport as a regional general aviation airport. The 2021-2030 Caltrans Division of Aeronautics Capital Improvement Plan included the following projects:

- Airport Perimeter Fencing with Card Access Gate
- Analysis of Runway Cracks
- Design and Construction of Runway Crack Seal & Seal Coat Repair
- Runway Signing, Obstruction Lighting, and Vault Modification
- Self-Serve Fueling System
- Northwest Helicopter Parking with taxi lane

AIRPORT LAND USE PLANNING

The State Aeronautics Act, Public Utilities Code Section 21670 et seq., requires counties with public use airports to conduct airport land use compatibility planning. This function is typically handled by an airport land use commission (ALUC), but counties have the flexibility to develop an alternative process. Counties have the option of designating a single purpose entity, or another existing governing body, to serve as the ALUC. ALUCs have two functions: to prepare an airport land use compatibility plan (ALUCP) for each public use airport for its county and to review local agency land use actions and airport master plans.

The ALUC's authority is limited to land use compatibility and safety concerns within the airport influence area. Each airport's influence area is defined by the ALUCP or a default two mile radius around the airport. Every public use airport regardless of size must have an ALUCP. Guidance for airport land use compatibility planning and ALUC formation and function can be found in Caltrans Division of Aeronautics California Airport Land Use Planning Handbook, October 2011.

An update to the current Mariposa-Yosemite Airport Land Use Plan has been recommended by the Mariposa County Public Works Department and the County Counsel in accordance with Section 500 of the FAA/AIP guide. The current airport Comprehensive Land Use Plan and Airport Master Plan were both completed in 1995 and do not reflect significant changes since that time.



Mariposa-Yosemite Airport

AVIATION ACTION PLAN

Improvements to the aviation network support achievement of the RTP performance targets. The aviation action plan supports goal 4.

Short-Term Actions

Short-term actions for aviation in Mariposa County are defined in the airport's capital improvement program. The current Mariposa-Yosemite Airport Capital Improvement Program contains the projects listed in **Appendix C**, Table C-4.

Long-Term Actions

The following long-term actions are planned for aviation in Mariposa County. Further actions will be developed in conjunction with the update to the airport master plan and comprehensive land use plan.

1. Support increasing YARTS connectivity to the airport.
2. Support trail connections between the airport and Mariposa.
3. Increase marketing efforts to connect airport users to businesses in Mariposa.

Goods Movement

Goods movement in Mariposa County is mostly concentrated on State highways and some County roads. Goods movement via trucks is important for industries in the County listed in Table 7, notably mining, logging, and construction; manufacturing, and farms.Table 27 shows the most recent available truck volumes for selected state highway segments in Mariposa. Each of the state facilities carries significant truck volumes at various locations. The highest percent of truck traffic occurs on SR 140 and SR 49. Of the 14 segments in Caltrans data, only four had shares of trucks with three or more axles exceeding three percent, and only one segment exceeded five percent (9.5 percent) (Caltrans 2020 AADT Truck Traffic Counts). Caltrans reports truck traffic volumes annually; however, not all count locations are updated annually. Seasonal variations and short-term truck volume increases due to construction may not be reflected.

TABLE 27: MARIPOSA COUNTY 2020 TRUCK VOLUMES ON STATE HIGHWAYS

ROUTE	LOCATION (POST MILE)	TOTAL VEHICLE AADT	TRUCK AADT	PERCENT TRUCKS
SR 49	Madera/Mariposa County Line (0.33 O)	3,000	132	4.4%
	Mariposa Jct. SR 140 (18.50 B)	8,500	111	1.3%
	Mariposa Jct. SR 140 (18.51 A)	6,300	189	3.0%
	Coulterville, Jct. SR 132 West (44.67 B)	690	34	4.9%
	Coulterville, Jct. SR 132 West (44.67 A)	670	48	7.2%
SR 132	Coulterville, Jct. SR 49 (18.75 B)	870	35	4.0%
SR 140	Hornitos Road (9.50 B)	3,450	162	4.7%
	Mariposa, South Jct. SR 49 (21.22 B)	11,800	328	2.8%
	Mariposa, South Jct. SR 49 (21.22 A)	9,600	229	2.4%
	Mariposa, Jct. SR 49 North (22.00 B)	8,400	327	3.9%
	Mariposa, Jct. SR 49 North (22.00 A)	4,200	189	4.5%
	Briceburg Station (34.07 B)	2,500	278	11.1%
	Yosemite National Park (51.80 B)	2,800	132	5.1%

Source: Caltrans Traffic Census Program, 2020.

The use of Intelligent Transportation Systems (ITS) technologies and communication software by carriers and truck terminals can help drivers plan for the most appropriate routes through the county. Fleet management centers or contracted service providers can now electronically provide route plans, regulatory clearances, and weight fees. These types of technological advances have increased the efficiency of commercial operations. High truck volumes, especially on two lane roads such as SR 140, SR 41, and SR 49, contribute to travel delay by slowing traffic to less than desired speeds. The addition of truck climbing lanes, turn-outs, and/or passing lanes would help to reduce delays on these facilities. The *Caltrans District 10 Regional Concept of Transportation Operations and ITS/Operational Improvement Plan* (May 2017) includes a number of these improvements on state highways.

STATE HIGHWAY TRUCK NETWORKS

The 1982 Federal Highway Administration (FHWA) Surface Transportation Assistance Act (STAA) required states to allow larger trucks on the National Network, which is comprised of the Interstate system plus the non-Interstate Federal-Aid Primary System. Truck sizes to be accommodated include the following:

- STAA Truck with Single Trailer
  - » 48 feet maximum, or
  - » 53 feet maximum with kingpin-to-rearmost-axle (KPRA) distance of 40 feet maximum (two-axle semitrailer) or 38 feet maximum (single-axle semitrailer).
- STAA Truck with Double Trailer
  - » KPRA distance 28 feet, six inch maximum (each trailer)
- California Legal Truck with Single Trailer
  - » 65 feet maximum; trailers 40 feet maximum (two-axle semitrailer) or 38 feet maximum (single-axle semitrailer).
- California Legal Truck with Double Trailer
  - » 75 feet maximum with trailers 28 feet, six inch maximum (each trailer)

All state highways are assigned route classifications which designate the permissible truck size for the route. In Mariposa County, these are defined as follows: [1]

- SR 41: California legal only
- SR 49
  - » STAA terminal access route south of PM 30.7
  - » California legal only with KPRA advisory north of PM 30.7
- SR 120: California legal only with KPRA advisory
- SR 132: California legal only with KPRA advisory
- SR 140
  - » STAA terminal access route west of PM 22.08
  - » Special restriction: no vehicles more than 45 feet in length east of PM 22.08 due to landslide
  - » 65 feet maximum with one trailer 28 feet, six inch maximum and the other trailer unlimited length.

The C*alifornia Statewide Parking Demand Study* (Febraury 2022) identified a shortage of parking supply in Caltrans District 10 and provides strategies to increase truck parking capacity and better utilize existing infrastructure.

GOODS MOVEMENT ACTION PLAN

The projects discussed in the Roadway Network Action Plan will directly support improving goods movement in Mariposa County. The action plan supports goals 1, 7, and 8.

1 Truck Networks on California State Highways, Caltrans District 10, June 7, 2018



Intelligent Transportation Systems

Intelligent transportation systems (ITS) integrate information technology and communication technologies into the transportation system to maximize the efficient use of transportation infrastructure. The implementation of ITS technologies is aimed at improving safety and enhancing the capacity of the existing transportation facilities through more effective management and operation of the transportation system. The U.S. Department of Transportation advocates implementation of the National ITS Architecture, a framework devised to encourage functional harmony, interoperability, and integration among local, regional, state, and federal ITS applications. Caltrans provides road information for state highways online and via telephone, which is a simple example of an ITS system. Key ITS applications existing or recommended for Mariposa County include transit and traveler information (e.g., telephonic and Web-based travel information access), highway advisory radio, and automatic vehicle location for transit vehicles.

Caltrans District 10 released an Intelligent Transportation System (ITS) / Operational Improvement Plan in May 2017. This plan does not identify specific improvements for Mariposa County.

INTELLIGENT TRANSPORTATION SYSTEMS ACTION PLAN

The short-term and long-term actions below support goal 8.

1. Work with Caltrans District 10 to incorporate Mariposa County projects into the Intelligent Transportation System (ITS) / Operational Improvement Plan.
2. Work with Caltrans District 10 to update the Sierra Nevada ITS Strategic Deployment Plan.

Transportation Systems Management

Transportation Systems Management (TSM) describes a variety of strategies used to maximize the efficiency of the existing transportation system. Techniques used for TSM are generally low-cost measures to reduce travel demand or improve the utilization of existing transportation facilities. Strategies can include striping, parking improvements, signalization timing, and circulation alternatives to reduce congestion.

TRANSPORTATION DEMAND MANAGEMENT

Transportation Demand Management systems focus on reducing or shifting transportation demand to off-peak hours to reduce the need for transportation system capacity increases, reduce congestion, and improve air quality. Telecommuting and working at home is a means of providing workers electronic access to employers from home. Increase in workers working at home due to technological factors as well as the COVID-19 pandemic (as shown in Table 12 and Figure 7) suggests that telecommuting is increasing in Mariposa County. However, broadband internet service in many areas of the county outside of population centers is slow, often via fixed wireless services or satellite.

MULTIMODAL AND INTERMODAL FACILITIES

Multimodal and intermodal facilities and services enable transportation users to switch easily between modes and support efficient use of transportation resources.

MCLTC completed the Mariposa Transportation Center and Active Transportation Feasibility Study in 2019. This study is the second phase of a three-part study, covering detailed plan and concept development. Phase 1, covering visioning and preferred alternatives, was completed in 2017. The plan envisions a rural scale transportation hub with flexible parking, transit options, active transportation choices, and wayfinding guides to facilitate the free flow of visitors and residents.

To encourage and enable multimodal trip-making, all YARTS buses have bicycle racks, though Mari-Go dial-a-ride service does not. The Mariposa-Yosemite Airport is within the Mari-Go service area and connected to the roadway system, but is not connected to active transportation facilities.

TRANSPORTATION SYSTEMS MANAGEMENT ACTION PLAN

The short-term and long-term actions below support goals 2, 3, and 8.

1. Encourage increased marketing efforts in Mariposa County to increase public awareness of transit opportunities.
2. Coordinate with Caltrans to identify and implement traffic flow improvements on state highways.
3. Improve and expand public transportation systems as feasible through the annual unmet transit needs process.
4. Develop and expand facilities to support the use of alternatives to single-occupancy vehicle driving including projects in the Bicycle and Pedestrian Transportation Plan and upcoming Active Transportation Plan, increased transit service, and the Mariposa Transportation Center.
5. Support organizations promoting broadband expansion to increase opportunities to work at home.

Air Quality and Greenhouse Gases

ENVIRONMENTAL SETTING

Mariposa County is located within the Mountain Counties Air Basin (MCAB). The MCAB includes Nevada, Sierra, Plumas, Amador, Calaveras, Tuolumne, and Mariposa counties and a portion of El Dorado and Placer counties. California air basin boundary designations generally cover areas that share similar meteorological and geographic conditions. The MCAB includes both the western and eastern slopes of the Sierra Nevada mountains, including much of the Sierra foothills.

In the foothills, regional airflow patterns are influenced by the mountainous and hill covered terrain, which direct surface air flows, cause shallow vertical mixing, and create areas of high pollutant concentrations by hindering dispersion. Inversion layers frequently occur, where warm air overlays cooler air, and traps pollutants close to the ground.



In the summer, the strong upwind valley air flowing into the basin from the Central Valley to the west is an effective transport medium for ozone precursors and ozone generated in the Bay Area and the Sacramento and San Joaquin valleys. These transported pollutants predominate as the cause of ozone in the MCAB and are largely responsible for the exceedances of the state and federal ozone Ambient Air Quality Standards in the MCAB. The California Air Resources Board (CARB) has officially designated the MCAB as “ozone impacted” by transport from those areas (13 CCR sec. 70500).

EXISTING AIR QUALITY CONDITIONS

The Environmental Protection Agency (EPA) has designated Mariposa County as “moderate nonattainment” for the 2008 and 2015 ozone National Ambient Air Quality Standards (NAAQS). Nonattainment is due primarily to transport of pollutants generated outside of Mariposa County, primarily the San Joaquin Valley, into Mariposa County.

The standards are designed to protect the public from exposure to ground-level ozone. Ozone is unhealthy to breathe, especially for people with respiratory diseases and for children and adults who are active outdoors. The 8-hour ozone standard is based on averaging air quality measurements over 8-hour blocks of time. The EPA uses the average of the annual fourth highest 8-hour daily maximum concentrations of ozone from each of the last three years of air quality monitoring data to determine a violation of the ozone standard.

All of Mariposa County is classified as either attainment or unclassifiable for all other NAAQS.

GREENHOUSE GASES

More efficient vehicles and low-carbon fuel efforts being pursued at the state level will likely afford the greatest reduction in rural GHG emissions. The MCLTC will continue to support these efforts, including the expansion of electric vehicle charging stations within the county.

The State has goals to bring 1.5 million zero-emission vehicles (ZEVs) to California's roads by 2025 and 5 million ZEVs by 2030. The goal also encompasses the need for easy access to ZEV infrastructure to charge those vehicles. In 2018, Executive Order B-48-18 set a goal of having 250,000 chargers by 2025. For passenger vehicle charging in 2030, over 700,000 public and shared private chargers are projected to be needed to support 5 million ZEVs, a portion of which will need to serve medium- and heavy-duty vehicles[1]. To contribute to statewide goals, Mariposa County may support planning for ZEV infrastructure. The *Central Sierra Zero Emission Vehicle Readiness Plan* (September 2019), developed for Tuolumne, Alpine, Amador, and Calavaras counties, provides region-specific ideas about ZEV readiness and plans for the deployment of charging stations.

The low density in most Mariposa County development creates challenges for meeting access and mobility needs via non-automotive modes. As with most rural counties, alternative modes are limited in Mariposa County and are not seen as a significant replacement to the automobile for economic, mobility, and geographic reasons. Additionally, walking and bicycling are more difficult in many areas of the county due to hilly topography. These factors and funding challenges similarly limit the availability of transit within Mariposa County. However, populated areas such as the Town of Mariposa, with concentrations of homes, businesses, government services, and other destinations in close proximity provide good opportunities for residents, workers, and visitors to walk and bike and use transit. The MCLTC will continue to support transit, pedestrian, and bicycle transportation.

1 Electric Vehicle Charging Infrastructure Assessment - AB 2127, https://www.energy.ca.gov/data-reports/reports/electric-vehicle-charging-infrastructure-assessment-ab-2127

AIR QUALITY AND GREENHOUSE GASES ACTION PLAN

The short-term and long-term actions below support goals 5 and 9.

1. Support continued expansion of electric vehicle charging station networks.
2. Encourage the use of alternative fuels and electric vehicles to reduce impacts on air quality as feasible.
3. Coordinate with the Mariposa County Air Pollution Control District on future air quality planning efforts.
4. Identify projects eligible for Congestion Mitigation Air Quality funds to reduce emissions and improve air quality.

Transportation Safety and Security

The transportation system must be safe as well as efficient for all users. Safety includes collision reduction, homeland security, and personal safety and security.

Roadway safety statistics were discussed in the Roadway Network Action Element. Some sections of state highway have higher collision rates than comparable sections statewide.

The Mariposa County Office of Emergency Services (OES) is responsible for the day-to-day administration of the County's disaster preparedness and response program. Per the California Emergency Services Act, the Mariposa County OES is responsible for directing the County's overall emergency response to natural disasters, man-made incidents, or acts of terrorism, in cooperation with local jurisdictions and agencies. The Mariposa County Local Hazard Mitigation Plan (2020) includes a detailed hazard identification and risk assessment for hazards that threaten the county. The Mariposa County Emergency Operations Plan (2018) provides a comprehensive framework for the management of disasters or emergency situations within Mariposa County.

The MCLTC's role in transportation safety and security consists of the following:

- Planning and programming transportation infrastructure improvements
- Serving as a resource of information on transportation system capacities and resulting level of services that might be experienced in relation to certain planned emergency responses
- Identifying opportunities to leverage resources for planning and construction of transportation infrastructure projects that can enhance transportation and security efforts
- Coordinating with Caltrans and local jurisdictions to identify safety and security concerns on key facilities and work to identify funding and implement solutions

TRANSPORTATION SAFETY AND SECURITY ACTION PLAN

The short-term and long-term actions below support goals 1, 4, and 8.

1. Work with Caltrans to implement projects included in the state route TCRs which will increase safety on state highways.
2. Work with the California Highway Patrol, Caltrans, and County agencies to increase public outreach and education and related enforcement initiatives that target high risk behavior issues that improve safety.
3. Implement projects in the Bicycle and Pedestrian Transportation Plan and upcoming Active Transportation Plan to increase safe bicycle and pedestrian access throughout the county.
4. Work with Caltrans to implement projects and plans for natural disaster evacuation routes.

FINANCIAL ELEMENT

The Financial Element identifies the current and anticipated revenue sources and financing techniques available to fund the planned transportation investments described in the Action Element. Additionally, the Financial Element defines realistic financing constraints and opportunities.

The Action Element calls for an extensive list of improvements over the period of the plan. As is true in many other areas of the state, there are not enough existing federal, state, or regional resources to fully fund all the improvements identified. Therefore, this financial analysis presents a constrained funding scenario made up of the revenue that is reasonably expected to be available from existing funding mechanisms over the horizon of the RTP, including projections of the future STIP and federal transportation funds. It also identifies unconstrained (unfunded) transportation needs.

Costs for planned projects have been calculated in year-of-expenditure dollars to account for estimated inflation. All State Highway projects programmed in the State Transportation Improvement Program are shown in year-of-expenditure dollars. The inflation rates were developed by Caltrans to reflect recent trends in the construction industry.



Estimate of Revenues

A key task in the preparation of a long-range transportation funding strategy is an assessment of revenue potentially available from existing federal and state programs and local sources. Table 28 summarizes the revenues available to support operations, maintenance, and projects to improve the Mariposa County transportation system in both the short and long terms. Estimates are consistent with the four-year STIP fund estimate.

TABLE 28: ESTIMATE OF REVENUES TO IMPLEMENT CONSTRAINED PROJECTS

REVENUE SOURCES	ESTIMATED REVENUES ($1,000)		
	SHORT-RANGE	LONG-RANGE	TOTAL
Local			
Measure M - Transient Occupancy Tax (TOT)	$10,950	$21,081	$32,030
Transit Income (Fares)	$985	$1,897	$2,883
Transportation Development Act (TDA)	$1,314	$2,530	$3,844
Local Transportation Fund (LTF)	$109	$211	$320
Subtotal	$13,358	$25,719	$39,077
State			
Regional Improvement Program (RIP)	$6,460	$12,438	$18,898
SB1 Road Maintenance and Rehabilitation Account (RMRA)	$21,899	$42,161	$64,061
Highway User Tax Account (HUTA)	$20,804	$40,053	$60,858
Subtotal	$49,163	$94,652	$143,817
Federal			
Highway Bridge Program (HBP)	$43,799	$84,322	$128,121
Transit Formula Grants for Rural Areas - 5311	$2,190	$4,216	$6,406
Airport Improvement Program (AIP)	$1,642	$3,162	$4,805
Subtotal	$47,631	$88,538	$139,332
GRAND TOTAL ALL REVENUE SOURCES	$110,152	$208,909	$322,226

Source: Mariposa Public Works Department, 2023.

Funding Programs

The passages of the federal Infrastructure Investment and Jobs Act and California SB 1 have improved the outlook for funding transportation maintenance and improvements in California.

At the national level, the federal gas tax has been unchanged at 18.4 cents per gallon since 1997, and thus has experienced a significant decline in real purchasing power. The Bipartisan Infrastructure Law (BIL), passed in 2021, covers fiscal years 2022 to 2026; however, though funding was provided through 2026, no increase to the gas tax was included, and funding shortfalls are likely to continue thereafter.

Federal Funding Programs

BIPARTISAN INFRASTRUCTURE LAW / INFRASTRUCTURE INVESTMENT AND JOBS ACT

On November 15, 2021, President Biden signed into law the BIL, more formally identified as the Infrastructure Investment and Jobs Act (IIJA). It provides $550 billion over fiscal years 2022 through 2026 in new federal investment in infrastructure, including in roads, bridges, mass transit, water infrastructure, resilience, and broadband. The BIL reauthorizes several surface transportation programs, including the federal-aid highway program, transit programs, highway safety, and rail programs.

The BIL provides more flexibility in funding decisions than the previous surface transportation spending bill, the Fixing America's Surface Transportation (FAST) Act. For example, a state may transfer up to 50 percent of Highway Safety Improvement Program (HSIP) funds made available each fiscal year to any other apportionment of the state, including the National Highway Performance Program, Surface Transportation Block Grant Program, Congestion Mitigation and Air Quality Improvement Program, National Highway Freight Program, Carbon Reduction Program, and Promoting Resilient Operations for Transformative, Efficient, and Cost-saving Transportation (PROTECT) Formula Program. Conversely, subject to certain limitations, a state may transfer up to 50 percent of funds made available each fiscal year from each other apportionment of the state to HSIP.

A summary of important federal programs is provided below.

SURFACE TRANSPORTATION BLOCK GRANT PROGRAM (STBGP)

The Surface Transportation Block Grant Program (STBGP) provides flexible funding that may be used by states and localities for projects on any federal-aid highway. In the past, this funding was authorized by the FAST Act, though it is now authorized through the IIJA, with the same goals as FAST Act funding. This funding may be used by states and localities for projects to preserve or improve conditions and performance on any federal-aid highway, bridge projects on any public road, facilities for active transportation, transit capital projects, and public bus terminals and facilities. As under the FAST Act, the IIJA directs FHWA to apportion funding as a lump sum for each state and then divide that total among apportioned programs.

CONGESTION MITIGATION AND AIR QUALITY PROGRAM (CMAQ)

The IIJA continues the Congestion Mitigation and Air Quality Improvement Program (CMAQ) to provide a flexible funding source to state and local governments for transportation projects and programs to help meet the requirements of the Clean Air Act. Funds are directed to transportation projects and

programs that contribute to the attainment of maintenance of National Ambient Air Quality Standards in non-attainment or air quality maintenance areas for ozone, carbon monoxide, or particulate matter under the provisions of the Clean Air Act.

Eligible CMAQ projects include public transit improvements, high occupancy vehicle (HOV) lanes; intelligent transportation infrastructure, traffic management and traveler information systems, employer-based transportation management plans and incentives, traffic flow improvement programs (signal coordination), fringe parking facilities serving multiple occupancy vehicles, shared ride services, bicycle and pedestrian facilities, flexible work-hour programs, outreach activities establishing Transportation Management Associations (TMAs), and fare/fee subsidy programs.

AIRPORT IMPROVEMENT PROGRAM (AIP)

The Federal AIP provides grants to public agencies and private owners and entities for the planning and development of public-use airports that are in the National Plan of Integrated Airport System and the Airports Capital Improvement Plan (NPIAS-ACIP). Eligible projects include improvements related to enhancing airport safety, capacity, security, and environmental concerns. In general, AIP funds can be used on most airfield capital improvements or repairs such as runways, taxiways, airport signage, airport lighting, and airport markings.

BRIDGE INVESTMENT PROGRAM (BIP)

The IIJA establishes the Bridge Investment Program (BIP) to provide grants, on a competitive basis, to improve bridge condition and the safety, efficiency, and reliability of the movement of people and freight over bridges. Projects eligible for funding under BIP include projects to replace, rehabilitate, preserve, or protect a bridge on the National Bridge Inventory (NBI); and projects to replace or rehabilitate culverts on the NBI for the purpose of improving flood control and improved habitat connectivity for aquatic species.

CARBON REDUCTION PROGRAM (CRP)

The IIJA establishes the Carbon Reduction Program (CRP), which provides funds for projects designed to reduce carbon dioxide (CO2) emissions from on-road highway sources.

CRP funds may be obligated for projects that support the reduction of transportation emissions, including, but not limited to the following:

- a project described in 23 U.S.C. 149(b)(4) to establish or operate a traffic monitoring, management, and control facility or program
- a public transportation project eligible under 23 U.S.C. 142
- the construction, planning, and design of on-road and off-road trail facilities for pedestrians, bicyclists, and other nonmotorized forms of transportation
- a project described in 23 U.S.C. 503(c)(4)(E) for advanced transportation and congestion management technologies
- a project to replace street lighting and traffic control devices with energy-efficient alternatives
- a project or strategy designed to support congestion pricing, shifting transportation demand to nonpeak hours or other transportation modes, increasing vehicle occupancy rates, or otherwise reducing demand for roads, including electronic toll collection, and travel demand management strategies and programs
- efforts to reduce the environmental and community impacts of freight movement

- a project that supports deployment of alternative fuel vehicles, including:
  - » acquisition, installation, or operation of publicly accessible electric vehicle charging infrastructure or hydrogen, natural gas, or propane vehicle fueling infrastructure; and
  - » purchase or lease of zero-emission construction equipment and vehicles, including the acquisition, construction, or leasing of required supporting facilities

FEDERAL LANDS ACCESS PROGRAM (FLAP)

The Federal Lands Access Program (FLAP) was established in 23 U.S. Code 204 to improve transportation facilities that provide access to, are adjacent to, or are located within federal lands. Over the five years of the IIJA, the FLAP will receive over 14 percent more than the amounts authorized in the FAST Act (FY 2016-20). The FLAP supplements state and local resources for public roads, transit systems, and other transportation facilities, with an emphasis on high-use recreation sites and economic generators.

PROMOTING RESILIENT OPERATIONS FOR TRANSFORMATIVE, EFFICIENT, AND COST-SAVING TRANSPORTATION (PROTECT) FORMULA PROGRAM

The IIJA establishes the Promoting Resilient Operations for Transformative, Efficient, and Cost-Saving Transportation (PROTECT) Formula Program to help make surface transportation more resilient to natural hazards, including climate change, sea level rise, flooding, extreme weather events, and other natural disasters through support of planning activities, resilience improvements, community resilience and evacuation routes, and at-risk costal infrastructure. The PROTECT Program includes both formula funding distributed to states and competitive grants.

HIGHWAY SAFETY IMPROVEMENT PROGRAM (HSIP)

The IIJA continues the Highway Safety Improvement Program (HSIP) to achieve a significant reduction in traffic fatalities and serious injuries on all public roads, including non-state-owned public roads and roads on tribal land. The HSIP requires a data-driven, strategic approach to improving highway safety on all public roads that focuses on performance.

SAFE STREETS AND ROADS FOR ALL (SS4A)

The IIJA establishes the new Safe Streets and Roads for All (SS4A) discretionary grant program, which supports local initiatives to prevent death and serious injury on roads and streets, commonly referred to as “Vision Zero” or “Toward Zero Deaths” initiatives. The SS4A program supports the U.S. Department of Transportation’s (DOT) National Roadway Safety Strategy and a goal of zero deaths and serious injuries on our nation’s roadways.

FEDERAL TRANSIT ADMINISTRATION (FTA)

The IIJA continues funding for transit, including the following programs:

Enhanced Mobility of Seniors & Individuals with Disabilities

This program (49 U.S.C. 5310) provides formula funding to states for the purpose of assisting private nonprofit groups in meeting the transportation needs of older adults and people with disabilities when the transportation service provided is unavailable, insufficient, or inappropriate to meeting these needs. Funds are apportioned based on each state's share of the population for these two groups. Formula funds are apportioned to direct recipients; for rural and small urban areas, this is the state Department of Transportation. The program aims to improve mobility for seniors and individuals with disabilities by removing barriers to transportation service and expanding transportation mobility options. This program supports transportation services planned, designed, and carried out to meet the special transportation needs of seniors and individuals with disabilities.

Rural Transportation Assistance Program

The Rural Transit Assistance Program (49 U.S.C. 5311(b)(3)) provides a source of funding to assist in the design and implementation of training and technical assistance projects and other support services tailored to meet the needs of transit operators in nonurbanized areas. States may use RTAP funds to support nonurbanized transit activities in four categories: training, technical assistance, research, and related support services.

The RTAP formula first allocates $65,000 to each state and Puerto Rico, and $10,000 to the Insular Areas of Guam, American Samoa, and Northern Marianas, and then distributes the balance according to nonurbanized population of the states. The national component is competitively selected every five years and is funded under a competitive cooperative agreement.

Grants for Buses and Bus Facilities Program

The Grants for Buses and Bus Facilities Competitive Program (49 U.S.C. 5339(b)) makes federal resources available to states and direct recipients to replace, rehabilitate, and purchase buses and related equipment and to construct bus-related facilities, including technological changes or innovations to modify low or no emission vehicles or facilities. Funding is provided through formula allocations and competitive grants. For Fiscal Year 2023, $469.4 million in funding is available under the Grants for Buses and Bus Facilities Program.

State Funding Programs

ACTIVE TRANSPORTATION PROGRAM (ATP)

The Active Transportation Program was created in 2013 and consolidates existing federal and state transportation programs, including the Transportation Alternatives Program (TAP), Bicycle Transportation Account (BTA), and Safe Routes to School (SRTS), into a single program with a focus to make California a national leader in active transportation. The MCLTC completed the Mariposa County Bicycle and Pedestrian Transportation Plan in 2011. An update to this plan in accordance with the requirement of this program is underway and is expected to be completed in 2024.

AGENCY ON AGING

The California Department of Aging (CDA) administers programs that serve older adults, adults with disabilities, family caregivers, and residents in long-term care facilities throughout the state. These services are provided locally by contracted agencies. The Area 12 Agency on Aging, serving Amador, Calaveras, Mariposa, and Tuolumne counties, provides an online directory of transportation options for older adults and their families.

CALIFORNIA AIRPORT IMPROVEMENT PROGRAM (AIP)

The Caltrans Division of Aeronautics administers the Airport Improvement Program as specified in the IIJA. Once a Federal Aviation Administration (FAA) AIP Grant has been executed, the sponsoring agency may apply to the State for a 5 percent matching grant. To qualify for an Airport Improvement Program (AIP) Matching Grant, the project must be included in the most recently adopted Capital Improvement Plan (CIP).

HIGHWAY SAFETY IMPROVEMENT PROGRAM (HSIP)

Caltrans administers the Highway Safety Improvement Program (HSIP) specified as part of the IIJA. This program uses cost-benefit ratios as a primary factor in the awarding of applications. Because the program focuses on roadway safety, projects with documented collision history – through frequency of collision but particularly collision severity – are typically ranked higher.

STATE TRANSPORTATION IMPROVEMENT PROGRAM (STIP), INTERREGIONAL IMPROVEMENT PROGRAM (IIP), AND REGIONAL IMPROVEMENT PROGRAM (RIP)

The STIP is a five-year multimodal program that is funded through the State Highway Account and other sources. All STIP projects must be capital projects (including project development costs) needed to improve transportation. These projects generally include, but are not limited to, improving state highways, local roads, public transit, intercity rail, pedestrian and bicycle facilities, grade separations, transportation system management, transportation demand management, sound walls, intermodal facilities, safety, and environmental enhancement and mitigation.

The STIP consists of two broad programs. Seventy-five percent of the funds available to the STIP are committed to the Regional Improvement Program (RIP). Projects to be funded from the RIP are selected by regional transportation planning agencies and are included in their Regional Transportation Improvement Programs (RTIPs). The RTIP may propose to program or reserve up to five percent of the county share for project planning, programming, and monitoring by the transportation planning agency. The remaining 25 percent of STIP funds will be available to Caltrans for state highways, intercity

rail, grade separation, and mass transit guideway improvements. This funding program is called the Interregional Improvement Program (IIP) and Caltrans list of projects will be known as the Interregional Transportation Improvement Program (ITIP).

LOW CARBON TRANSIT OPERATIONS PROGRAM (LCTOP)

The Low Carbon Transit Operations Program (LCTOP) is one of several programs that are part of the Transit, Affordable Housing, and Sustainable Communities Program established by the California Legislature in 2014 by Senate Bill 862. The LCTOP was created to provide operating and capital assistance for transit agencies to reduce greenhouse gas emission and improve mobility, with a priority on serving disadvantaged communities. Approved projects in the LCTOP will support new or expanded bus or rail services, expand intermodal transit facilities, and may include equipment acquisition, fueling, maintenance, and other costs to operate those services or facilities, with each project reducing greenhouse gas emissions.

PUBLIC TRANSPORTATION, MODERNIZATION, IMPROVEMENT, AND SERVICE ACCOUNT (PTMISEA)

Approved as Proposition 1B on the November 2006 ballot, the Highway Safety, Traffic Reduction, Air Quality, and Port Security Bond Act includes $4 billion for the Public Transportation, Modernization, Improvement, and Service Account (PTMISEA). Of this amount, $3.6 billion is designated for public transportation projects that protect the environment and public health, conserve energy, reduce congestion, and increase mobility and access. Funds are distributed by formula based on population or revenue to transit operators for capital projects.

RURAL PLANNING ASSISTANCE (RPA)

RPA is state transportation planning funding included in a State Budget line item that is allocated annually by the Caltrans Office of Regional Planning (ORP) (via a population tiered formula) to the 26 rural RTPAs per PUC 99311.1.

STATE HIGHWAY OPERATIONS AND PROTECTION PROGRAM (SHOPP)

The SHOPP is a 10-year program developed by Caltrans for the expenditure of transportation funds for major capital improvements that are necessary to preserve and protect the state highway system. Projects included in the SHOPP are limited to capital improvements relative to maintenance, safety, and rehabilitation of State highways and bridges, which do not add capacity to the system.

STATE TRANSIT ASSISTANCE FUNDING (STA)

State Transit Assistance funds can be used for the operation of public transportation and transit capital purchases, but are subject to performance criteria for utilization for operating purposes. These funds are allocated to regional transportation planning agencies pursuant to Sections 99313 and 99314 of the Public Utilities Code. The 99313 funds are allocated based on population, and the 99314 funds are allocated based on transit revenues collected.

Local Revenue

GAS TAX REVENUE AND GAS TAX SWAP (GASOLINE EXCISE TAX SUBVENTION)

Gas tax revenues are generated through an excise tax on motor fuel imposed by the State of California. Gas tax funds are distributed to cities and counties formulaically to be used for street and road maintenance. Subventions are expected to continue for local jurisdictions based on existing formulas. After transportation bond debt payments, 44 percent of the gasoline excise tax is directed to local jurisdictions to support street and road maintenance. The state annually adjusts the excise tax to account for the decreased gasoline sales tax and maintain revenue neutrality. Thus, funds may vary year to year as consumption varies (due to economic conditions, fuel efficiency or other factors) and price varies (due to volatility of gas production and supply).

LOCAL TRANSPORTATION FUND (LTF)

Local Transportation Fund is a revenue source generated by 1/4 cent of the 8 1/4 cent retail sales tax collected statewide. Funds are apportioned to each county based on the amount of tax collected in that county. The MCLTC has the authority to allocate LTF funds for transit services, community transit services, pedestrian and bike projects, and roadways. In regions with less than 500,000 in population, funds may be used for streets and roads purposes if it is determined that there are no transit needs that are reasonable to meet.

TRANSIT FARES

Funds generated by passenger fares on transit services are used to help fund system operating costs. Under the requirements of the Transportation Development Act (TDA), fares must generate at least 10 percent of the operating revenue for transit systems in Mariposa County.

LOCAL TRAFFIC IMPACT FEES

Under state law local jurisdictions may impose fees on development to mitigate impacts on traffic generated by the new development on the road system.

COMPARISON OF PROJECTED EXPENDITURES AND REVENUES

Projected expenditures associated with the 2022-2047 Regional Transportation Plan must be constrained within the anticipated revenues. This section compares the short-term and long-term action plans for each mode with the anticipated revenues for the 2022-2047 timeframe. Revenues for roadway network capital projects and maintenance costs are compared in Table 29 below.

TABLE 29: PROJECT COST ESTIMATES (IN THOUSANDS)

	SHORT-RANGE FY 2022/23 - 2031/32	LONG-RANGE FY 2032/33 - 2046/47	TOTAL
Road	$33,135	$30,400	$63,535
Bridge	$24,750	$60,500	$85,250
Transit	$3,500	$0	$3,500
Aviation	$650	$0	$650
Bicycle & Pedestrian	$8,800	$0	$8,800
Total Costs	$70,835	$90,900	$161,735
Total Revenues	$110,152	$208,909	$322,226
Surplus/Deficit	$39,317	$118,009	$160,491

Source: Mariposa Public Works Department, 2023.

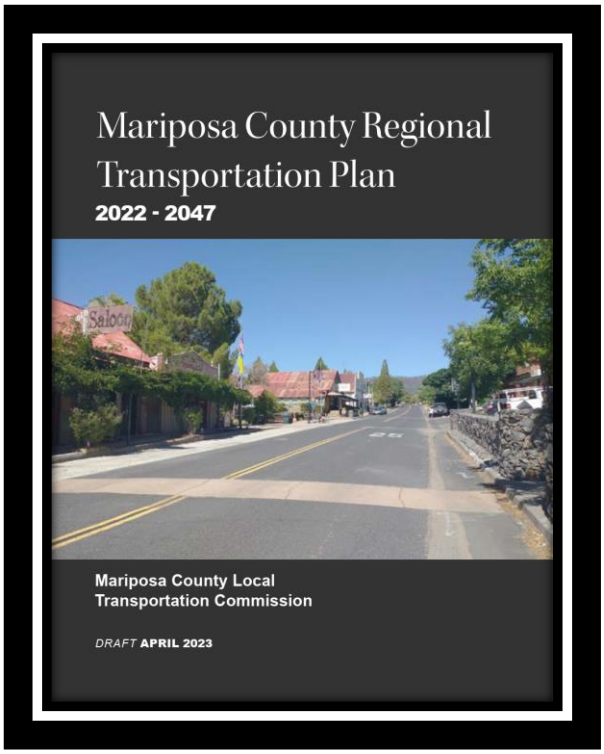
This table shows a surplus in both the short-term and long-term planning horizons. However, this surplus is primarily due to the limited number and scope of planned projects, not robust revenue. It is assumed that reasonably available forecasted revenue is sufficient over the entire planning period to fund programmed and planned improvements.

Potential Regional Revenue Options

Providing adequate funding for the actions recommended in this RTP will require a combination of funding mechanisms. Due to expected challenges at the federal and state levels, local jurisdictions will have to rely more heavily on their own resources. Described below are potential local funding programs that have been successful in other jurisdictions and are applicable for use in Mariposa County.

- **Local Option Sales Taxes:** These taxes have been instituted in several counties to fund transportation improvements. Future increases in traffic congestion and the limited amount of state funding available to implement needed transportation improvements may make this a viable option to Mariposa County residents in the future. Local option sales tax funding for transportation improvements has been approved by voters in many of the metropolitan counties. It appears that voters are generally receptive to such a tax, when the specific projects to be funded by the tax meet the needs identified by the voters.
- **Local Option Motor Vehicle Fuel Taxes:** These taxes can be implemented by a two-thirds endorsement of Mariposa County voters and an agreement between applicable agencies on the amount of tax and allocation of revenues.
- **Conditions of Development:** Conditions may be placed on proposed development, which contributes to a transportation system impact. A development may be conditioned to assist in the implementation of any improvement directly related to their development.
- **General Obligation Bond Measures:** Cities and counties may issue general obligation bonds payable through increased property taxes by a two-thirds majority vote of the general electorate. These bonds may be used to fund government services, including transportation improvements.
- **Benefit Assessment Districts:** This allows local governments to recover the costs of public improvements directly from property owners benefiting from the project(s). The assessment is based on the premise that the transportation improvement project(s) enhances the value of the affected property. Assessments are enacted according to a zone of benefit, with each affected parcel being assessed a specified dollar amount. The amount of revenue generated from an assessment district is dependent on the cost of its proposed public improvements.
- **Mello-Roos Community Facilities Districts:** This source of revenue provides for the issuance of tax-free municipal bonds by creating a special tax assessment district to repay the debt. Local jurisdictions may form the district and levy a special tax after two-thirds approval of the voters (or if uninhabited, two-thirds of the landowners) within the proposed district. Total revenues are dependent on the costs of proposed projects.


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NEGATIVE DECLARATION

Mariposa County Regional Transportation Plan

July 2023

PREPARED FOR:

Mariposa County Local Transportation Commission
4639 Ben Hur Road
Mariposa, CA 95338

PREPARED BY:

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Initial Study/ Negative Declaration

Mariposa County
Regional Transportation Plan

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July 2023

TABLE OF CONTENTS

CHAPTER ONE - INTRODUCTION 1-1
1.1 Project Summary 1-1
1.2 Document Format 1-1

CHAPTER TWO – PROJECT DESCRIPTION 2-1
2.1 Project Background 2-1
2.2 Goals, Policies & Vision 2-2
2.3 Project Location 2-4
2.4 Setting and Existing Facilities 2-6
2.5 Project Description 2-9
2.6 Program vs Project Level CEQA Analysis 2-10
2.7 Other Required Approvals 2-12

CHAPTER THREE – INITIAL STUDY CHECKLIST 3-1
3.1 Environmental Checklist Form 3-1
3.2 Environmental Factors Potentially Affected 3-3
3.3 Determination 3-3
I. Aesthetics 3-5
II. Agricultural and Forest Resources 3-7
III. Air Quality 3-10
IV. Biological Resources 3-12
V. Cultural Resources 3-16
VI. Energy 3-18
VII. Geology and Soils 3-20
VIII. Greenhouse Gas Emissions 3-23
IX. Hazards and Hazardous Materials 3-27
X. Hydrology 3-31
XI. Land Use and Planning 3-34
XII. Mineral Resources 3-36
XIII. Noise 3-38
XIV. Population and Housing 3-40
XV. Public Services 3-42
XVI. Recreation 3-44
XVII. Transportation / Traffic 3-46
XVIII. Tribal Cultural Resources 3-50
XIX. Utilities and Service Systems 3-53
XX. Wildfire 3-56

CHAPTER FOUR – PREPARERS AND CONSULTATIONS 4-1

LIST OF FIGURES
1 – RTP Regional Location 2-5
2 – Mariposa County Population Centers and Roadway Networks 2-8

APPENDICES
A- Regional Transportation Plan

Chapter 1

INTRODUCTION

INTRODUCTION

1.1 Project Summary

This document is the Initial Study / Negative Declaration (IS/ND) on the potential environmental effects of the adoption of the Mariposa County Regional Transportation Plan (RTP or Project). The RTP is a comprehensive document outlining proposed transportation policies, actions and funding recommendations to meet the needs of Mariposa County residents over the next 25 years (2022 – 2047). The proposed Project is more fully described in Chapter Two – Project Description.

The Mariposa County Local Transportation Commission (MCLTC or Commission) will act as the Lead Agency for this project pursuant to the *California Environmental Quality Act (CEQA)* and the *CEQA Guidelines.*

1.2 Document Format

This IS/ND contains four chapters, and appendices. Section 1, Introduction, provides an overview of the project and the CEQA environmental documentation process. Chapter 2, Project Description, provides a detailed description of project objectives and components. Chapter 3, Initial Study Checklist, presents the CEQA checklist and environmental analysis for all impact areas, mandatory findings of significance, and feasible mitigation measures. If the proposed project does not have the potential to significantly impact a given issue area, the relevant section provides a brief discussion of the reasons why no impacts are expected. If the project could have a potentially significant impact on a resource, the issue area discussion provides a description of potential impacts, and appropriate mitigation measures and/or permit requirements that would reduce those impacts to a less than significant level. Chapter 4, List of Preparers, provides a list of key personnel involved in the preparation of the IS/ND.

Environmental impacts are separated into the following categories:

Potentially Significant Impact. This category is applicable if there is substantial evidence that an effect may be significant, and no feasible mitigation measures can be identified to reduce impacts to a less than significant level. If there are one or more "Potentially Significant Impact" entries when the determination is made, an EIR is required.

Less Than Significant After Mitigation Incorporated. This category applies where the incorporation of mitigation measures would reduce an effect from a "Potentially Significant Impact" to a "Less Than Significant Impact". The lead agency must describe the mitigation

measure(s), and briefly explain how they would reduce the effect to a less than significant level (mitigation measures from earlier analyses may be cross-referenced).

Less Than Significant Impact. This category is identified when the project would result in impacts below the threshold of significance, and no mitigation measures are required.

No Impact. This category applies when a project would not create an impact in the specific environmental issue area. "No Impact" answers do not require a detailed explanation if they are adequately supported by the information sources cited by the lead agency, which show that the impact does not apply to the specific project (e.g., the project falls outside a fault rupture zone). A "No Impact" answer should be explained where it is based on project-specific factors as well as general standards (e.g., the project will not expose sensitive receptors to pollutants, based on a project-specific screening analysis.)

Regardless of the type of CEQA document that must be prepared, the basic purpose of the CEQA process as set forth in the CEQA Guidelines Section 15002(a) is to:

(1) Inform governmental decision makers and the public about the potential, significant environmental effects of proposed activities.
(2) Identify ways that environmental damage can be avoided or significantly reduced.
(3) Prevent significant, avoidable damage to the environment by requiring changes in projects through the use of alternatives or mitigation measures when the governmental agency finds the changes to be feasible.
(4) Disclose to the public the reasons why a governmental agency approved the project in the manner the agency chose if significant environmental effects are involved.

According to Section 15070(b), a Negative Declaration is appropriate if it is determined that:

(1) Revisions in the project plans or proposals made by or agreed to by the applicant before a proposed negative declaration and initial study are released for public review would avoid the effects or mitigate the effects to a point where clearly no significant effects would occur, and
(2) There is no substantial evidence, in light of the whole record before the agency, that the project as revised may have a significant effect on the environment.

The Initial Study contained in Section Three of this document contains the analysis to support the determination that the environmental impacts of the proposed Project are less than significant and therefore a Negative Declaration will be adopted.

Chapter 2

PROJECT DESCRIPTION

Project Description

2.1 Project Background

The Mariposa County Local Transportation Commission (MCLTC or Commission) has developed a Regional Transportation Plan (RTP or Plan) which is a comprehensive document outlining proposed transportation policies, actions and funding recommendations to meet the needs of Mariposa County residents over the next 25 years (2022 – 2047). The RTP is included in this document as Appendix A.

As required by State law, the County's RTP must be updated and submitted to the California Transportation Commission (CTC) and the California Department of Transportation (Caltrans) at least every five years. The RTP supports the California Transportation Plan (CTP) 2050 vision of a "safe, resilient, and universally accessible transportation system that supports vibrant communities, advances racial and economic justice, and improves public and environmental health". The last updated RTP for Mariposa County was in 2017.

MCLTC created the RTP in coordination with the general public (via two public meetings and an online survey) as well as with other agencies such as Caltrans, local Native American Tribal organizations and other local groups.

Mariposa County is typical of many rural counties in California in that the County's existing transportation system and widely scattered population, topography, and lack of funding limit alternative solutions to transportation-related problems. The automobile is the primary mode of moving people in the County, and trucking is the primary mode of moving goods and commodities. The use of other modes of transportation has been limited because of lack of facilities, distance between communities, and lack of an economic base to provide support.

A transportation system provides mobility to sustain social, economic, and recreational activities. An improperly developed transportation system can result in ineffective mobility and cause adverse and undesirable conditions, such as safety hazards, long delays, air pollution, and unnecessary energy consumption. The goals, objectives, policies, and implementation measures of the RTP are intended to guide the development of a transportation system that will maintain and improve the quality of life in Mariposa County over the next 25 years. To this end, consistency with the California Interregional Transportation Strategic Plan, the California Transportation Plan, and the California Strategic Highway Safety Plan strategies are important parts of the overall goals and policies of the RTP. In addition, the 2017 RTP Guidelines for RTPAs to address

GHG emissions and VMT reduction were considered as part of the overall transportation investment strategies for the plan.

As discussed in greater detail in Section 2.6 (Program vs Project Level CEQA Analysis), specific development is not being proposed under this RTP, and adoption of this CEQA document would not authorize any development. MCLTC's RTP is a programmatic document that proposes goals and policies pertaining to the future of transportation in Mariposa County. It is intended as a guidance document with the ultimate vision of a comprehensive multi-modal transportation system for Mariposa County.

2.2 Goals, Policies & Vision

A summary of the RTP goals, objectives, and policies for the Mariposa County Transportation System is provided below. These goals, objective and policies cover both short-range and long-range desired outcomes and are consistent with the policy direction of the Mariposa County General Plan, transit policies for the County, the bicycle and pedestrian plan for the County, and the federal Bipartisan Infrastructure Law. They also reflect input provided from the public. Given the limited transportation dollars available, the goals, objectives, and policies reflect a balanced approach and focus on the most feasible desired outcomes.

The goals of the RTP were created based on the following regional vision:

> Create safe, efficient, and economically feasible regional transportation that:
>
> - enhances livability for both residents and visitors while maintaining the rural character of Mariposa County
> - serves the social, cultural, economic, and environmental needs of the county, considering transit, bicycle, pedestrian, parking, aviation, and freight transportation; and
> - is maintained in good condition and improved to meet future needs, considering existing and new land use development in the county, interregional travel, and the effects of changing climate.

The RTP contains several goals supporting this vision. They are summarized as follows:

Goal 1: Highways

Develop an adequate, safe, and efficient regional roadway system for vehicle travel with accommodations for walking and biking while maintaining the rural character of Mariposa County.

Goal 2: Transit

Provide an efficient and coordinated regional and local transit system that serves both urban and rural areas, including transportation opportunities for disadvantaged and older persons who have fewer transportation options, and to visitors to reduce dependence on personal vehicles, reduce VMT and GHG, and improve air quality.

Goal 3: Active Transportation

Develop a safe and efficient regional system of bicycle, pedestrian, and equestrian facilities to accommodate, encourage, and increase safe active transportation use in Mariposa County. This serves residents and visitors, especially those with fewer transportation options, reducing VMT and GHG and improving air quality.

Goal 4: Aviation

Develop and maintain a fully functional and integrated air service and airport system as a component of the Mariposa County regional transportation system.

Goal 5: Air Quality and Greenhouse Gases

Support achievement and maintenance of air quality standards for Mariposa County as established by the Environmental Protection Agency (EPA) and the California Air Resources Board (CARB).

Goal 6: Transportation Financing

Develop and support regional transportation financing strategies that provide for a continuous implementation of Regional Transportation Plan projects and strategies.

Goal 7: Goods Movement

Support the transport of suitable products and materials while minimizing negative impacts on the local road system.

Goal 8: Management of the Transportation System

Minimize traffic congestion by increasing the efficiency of the existing transportation system through transportation system management (TSM) techniques and transportation demand management (TDM) techniques.

Goal 9: Land Use

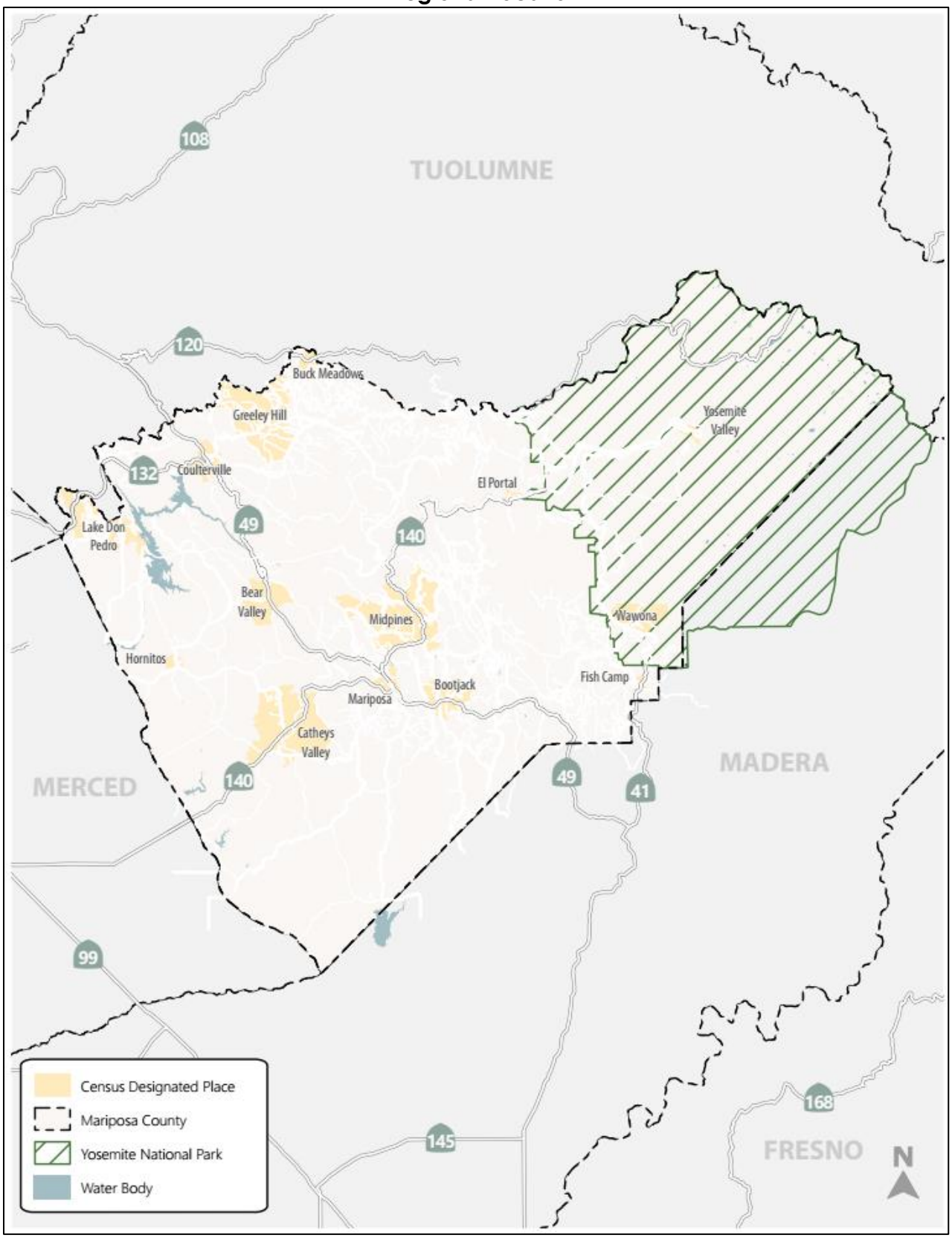
Improve livability in the county through coordinated decision-making in land use and transportation.

2.3 Project Location

The various components/improvements recommended by the RTP are located throughout Mariposa County. The County is located in the western foothills of the Sierra Nevada Mountains. Bordering counties include Stanislaus, Tuolumne, Madera and Merced. While there are no incorporated cities, there are "planning areas" and "growth areas" in the County. Planning areas are identified by the General Plan as towns, communities, and special planning areas. Planning areas are implemented by area plans adopted by the Board of Supervisors. "Area plans" are adopted to meet the needs of each town, community, or uniquely identified special area of the county. An adopted area plan establishes the extent of land uses for each land use classification in that planning area. Generally, area plans address residential, commercial, industrial, public, and other land use classifications. Town planning areas represent the rural scale "urban" development centers for the county. Town planning areas are specifically designated as locations in the County where policy mandates a broad and comprehensive mixture of land uses and zoning. A mixture of housing types and styles for all economic segments of the County are disbursed throughout the town planning areas. The County has adopted town planning area specific plans for Mariposa, Coulterville, Fish Camp, and Wawona.

A significant portion of Yosemite National Park lies within Mariposa County, including Yosemite Valley, which receives the majority of Park visitors. See Figure 1 – Regional Location.

Figure 1
RTP Regional Location



2.4 Setting and Existing Facilities

Environmental Setting

Mariposa County's diverse geography includes the eastern Central Valley, oak-covered foothills, and the high mountains of Yosemite National Park. The General Plan land use element indicates there are three broad areas of land use that characterize the existing land use pattern in Mariposa County. In the eastern portion of the county, public lands that are oriented to recreation and resource uses dominate the land pattern. In the west, agricultural uses are primary. The remainder of the county to the north and south, contain rural residential areas, as well as smaller town and village communities that contain the majority of commercial and industrial uses and higher-density housing. The County has established policies concerning Williamson Act lands to help preserve farmland and open space.

Existing Roadway Network

Most travel in Mariposa County is by automobile, and it will continue to be so over the life of the RTP and beyond. The roadway network within the unincorporated parts of the County is rural in character, mainly serving small communities, tourism, recreation, and agriculture uses. State highways are the primary transportation corridors extending through the County and serve all the County's major population centers. Other County arterials and a network of federal, state, local public, and private roads constitute the remainder of the roadway system. The state highway network serves primarily intercity and inter-county regional travel and interregional tourism, while the County's roadways serve local trips.

Tourism traffic may add increasing demands on the roadway system; however, visitors to Yosemite National Park, the largest driver of tourism in the county, have dropped in recent years after peaking in 2016. The ongoing impacts of the COVID-19 pandemic and emerging transportation technologies may change the way people travel in the long term, but the automobile is expected to continue to be the dominant mode of transportation. Stresses on the roadway system induced by climate change may add demands for investment in the roadway network in coming years.

The aging population of the county and increasing desire in the general population for non-automotive transportation options is likely to increase the demand for transit. The desire for non-automotive transportation options also points to needs for investing in bicycle facilities and sidewalks.

Figure 2 shows the major routes in the regional roadway system according to federal functional classifications. These classifications indicate the operational hierarchy of the roadway system:

State Highways are maintained by Caltrans and constitute routes of interregional significance whose design provides for relatively high overall travel speeds, with minimum interference to through movement. These routes provide for travel into, out of, and through the County.

Major Collectors provide access to more localized destinations for regional traffic. These roads are designed to provide access for regional traffic between state routes. Narrow lanes and shoulders limit the carrying capacity of some collectors. Major collectors are "on-system" facilities that are eligible for federal aid. County roads that are designated as major collectors are:

- Bear Valley Road
- Merced Falls Road
- Hornitos Road (access to Hornitos)
- Darrah Road
- Greeley Hill Road (access to Greeley Hill)
- Carleton Road
- Ben Hur Road

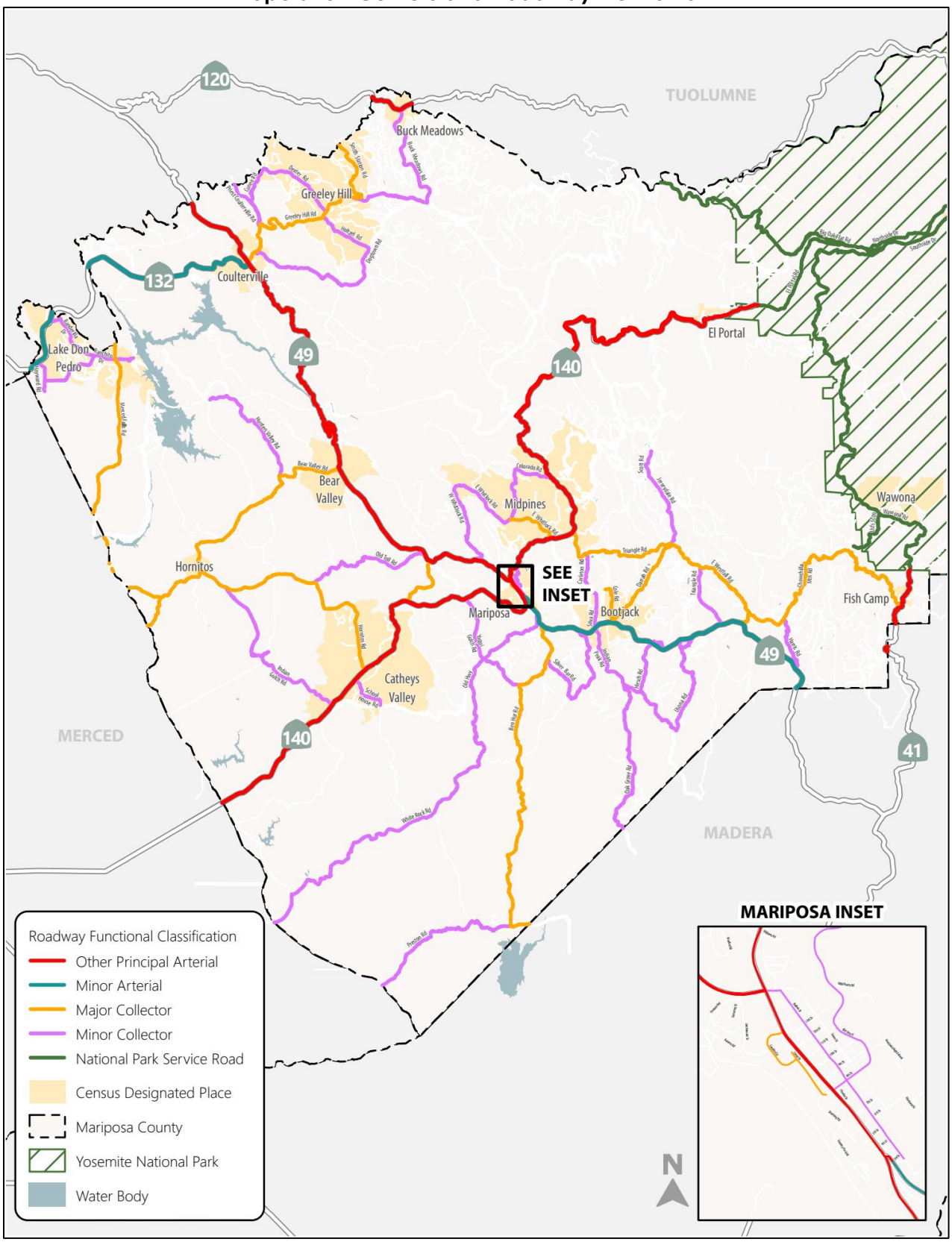
Minor Collectors are similar in character to major collectors but are generally more rural with less traffic. Minor collectors are not eligible for federal aid, but the Highway Bridge Program (HBP) will replace or repair bridges, and rehabilitation can be funded through the State Transportation Improvement Program (STIP).

Local Roads consist of all roads not designated otherwise.

County Roads

The County maintains approximately 564 centerline miles of roadways, 360 paved and 204 unpaved. These roadways are mapped by functional classification in Figure 2.

Figure 2
Population Centers and Roadway Networks



2.5 Project Description

The proposed project under CEQA is the adoption of the Mariposa County RTP. The RTP is intended to document transportation policy, actions, and funding recommendations that will meet the short- and long-term access and mobility needs of Mariposa County residents over the next twenty-five years (2022-2047). The RTP is designed to guide the systematic development of a comprehensive multi-modal transportation system for Mariposa County. The 2022 update of the Mariposa County RTP reflects the latest project funding and planning assumptions, updates regional issues and policies, and updates performance measures for tracking plan progress.

Transportation improvements proposed in the RTP cover all modes of travel reflecting a system planning approach within Mariposa County. Improvements are categorized as short-term (2022 - 2032) or long-term (2032 - 2047). The RTP provides a full description of conceptual and proposed transportation improvements throughout the County (See Appendix A).

The Mariposa County RTP is divided into five Chapters plus appendices as described below:

1. **Executive Summary**: Provides an overview of the plan and its components.
2. **Introduction**: Describes why and how the plan was developed, the regional setting and key characteristics of Mariposa County and its population, and other trends likely to impact the future of transportation in Mariposa County. Key characteristics identified include a slow population growth rate and an aging population.
3. **Policy Element**: Describes the key issues relevant to planning in Mariposa County, other plans that affect the development of the RTP, and public participation in the development of the plan. The policy element also describes issues affecting transportation planning in the County. These issues include:
    - Safety on State highways and pavement conditions on local roads
    - Concerns about vegetation management along roadways
    - Lack of ample parking within Mariposa activity centers and communities
    - Lack of bicycle and pedestrian paths, trails, and other facilities
    - Public desire for increased transit connections and more frequent service
    - Concerns about appropriate lighting

    The policy element also presents the goals, objectives, and performance measures for the plan, including those for highways, transit, active transportation, aviation, air quality

and greenhouse gases, transportation financing, goods movement, transportation system management, and land use.

4. **Action Element**: Identifies current conditions of each transportation mode and short- and long- term actions to address the needs of the transportation system and to meet the goals and objectives of the RTP. The Action Element addresses each of the following modes and topics:
    - Roadway Network
    - Public Transit
    - Bicycle and Pedestrian Facilities
    - Aviation
    - Goods Movement
    - Intelligent Transportation Systems
    - Transportation Systems Management
    - Air Quality and Greenhouse Gases
    - Transportation Safety and Security
5. **Financial Element:** Outlines the financial assumptions and forecasts of transportation costs and revenues necessary to implement the Action Element. The Financial Element presents a constrained funding scenario that includes revenue that is reasonably expected to be available from existing funding mechanisms over the horizon of the RTP, including projections of the future STIP and federal transportation funds. The Financial Element also summarizes funding programs available to Mariposa County.

The RTP contains a list of planned projects, including estimated costs and funding sources. Please refer to Appendix C of the RTP for the full lists.

2.6 Program vs Project Level CEQA Analysis

As discussed previously, the Project (under CEQA), is the adoption of the proposed RTP. The RTP is a program/policy-level document, which means it does not provide project-specific construction details that would allow for project-level CEQA analysis. Furthermore, specific development is not being proposed under this RTP and adoption of this CEQA document would not authorize any development. Information such as precise project locations, project timing,

funding mechanisms, material types, types of equipment and ultimately construction drawings will be required in order for future "project-level" CEQA analysis to occur. Therefore, this CEQA document has been prepared at a "program-level". Under CEQA, a programmatic document is prepared on a series of actions that can be characterized as one large project and/or for a project that will be implemented over a long period of time. This CEQA document, prepared at a program level, is therefore adequate for adoption of the RTP by Mariposa County.

As Lead Agency, Mariposa County is responsible for adoption of this CEQA document and for future CEQA actions related to potential buildout of the RTP.

Implementation of the physical components of the RTP will occur over years to decades as funding and/or approval occur. Many of the individual projects contained in the RTP will be subject to various CEQA Exemptions, while others may likely be analyzed using a Mitigated Negative Declaration or additional National Environmental Policy Act (NEPA) documentation, depending on funding source. The level of documentation will be decided by the implementing agency. Table 1 below provides typical examples of the type of CEQA documentation that may be required for certain types of projects.

Table 1

Typical Environmental Requirements

Project Type	CEQA Exemption	Initial Study / Mitigated Negative Declaration	NEPA / other technical studies
Minor restriping, repaving, maintenance / rehabilitation, transit facilities, signage, other minor projects	X	X	
Roadway expansion, bridge replacement, new dedicated paths, etc.		X	X

CEQA Exemptions

Typical exemptions for transportation projects include:

- Section 15282 (j) – A project for restriping streets or highways to relieve traffic congestion.
- Section 15301 (c) – Existing highways and streets, sidewalks, gutters, bicycle and pedestrian trails, and similar facilities.

- Section 15304 (h) – The creation of bicycle lanes on existing rights-of-way.

Initial Study / Mitigated Negative Declarations

An Initial Study and Negative – or Mitigated Negative Declaration may be required when a project *may* have a significant impact on the environment. Examples include projects that involve construction in a potentially biological / culturally sensitive area, have potential impacts to existing traffic, have negative aesthetic impacts, or other reasons. Although it is not anticipated that future projects would require full-scale environmental impact reports (EIR), if significant and unavoidable impacts were to occur as a result of a project, an EIR may be required.

NEPA and other technical studies

When a project will be constructed using federal aid transportation funds, it may trigger NEPA requirements. Federal aid transportation funding in particular requires coordination through Caltrans, which can result in the preparation of a Preliminary Environmental Screening (PES) Form, and Environmental Assessment (EA), and/or the preparation of other technical studies (biological, cultural, traffic, etc.).

2.7 Other Required Approvals

The proposed project would include, but not be limited to, the following regulatory requirements:

- The adoption of this Negative Declaration by Mariposa County.
- Compliance with other federal, state and local requirements.

Chapter 3

IMPACT ANALYSIS

Initial Study Checklist

3.1 Environmental Checklist Form

Project title:

Adoption of the Mariposa County Regional Transportation Plan

Lead agency name and address:

Mariposa County Local Transportation Commission
4639 Ben Hur Road
Mariposa, CA 95338

Contact person and phone number:

Shannon Hansen, Executive Director
Jeannie Morvay-Clayton, Transportation Planner
(209) 966-5356

Project location:

See Section 2.1

Project sponsor's name/address:

Mariposa County Local Transportation Commission

General plan designation:

Various, County-wide project

Zoning:

Various, County-wide project

Description of project:

See Section 2.3

Surrounding land uses/setting:

See Section 2.2

Other public agencies whose approval or consultation is required (e.g., permits, financing approval, participation agreements):

See Section 2.5

California Native American Tribal Consultation:

Have California Native American tribes traditionally and culturally affiliated with the project area requested consultation pursuant to Public Resources Code section 21080.3.1? If so, has consultation begun or is there a plan for consultation that includes, for example, the determination of significance of impacts to tribal cultural resources, procedures regarding confidentiality, etc.?

In accordance with Assembly Bill (AB) 52, potentially affected Tribes were formally notified of this Project and were given the opportunity to request consultation on the Project. No further consultation was requested. See Section 3.17 – Tribal Cultural Resources for more information.

3.2 Environmental Factors Potentially Affected

The environmental factors checked below would be potentially affected by this project, involving at least one impact that is a "Potentially Significant Impact" as indicated by the checklist on the following pages.

☐ Aesthetics	☐ Agriculture Resources and Forest Resources	☐ Air Quality
☐ Biological Resources	☐ Cultural Resources	☐ Energy
☐ Geology / Soils	☐ Greenhouse Gas Emissions	☐ Hazards & Hazardous Materials
☐ Hydrology / Water Quality	☐ Land Use / Planning	☐ Mineral Resources
☐ Noise	☐ Population / Housing	☐ Public Services
☐ Recreation	☐ Transportation	☐ Tribal Cultural Resources
☐ Utilities / Service Systems	☐ Wildfire	☐ Mandatory Findings of Significance

3.3 Determination

Based on this initial evaluation:

☒ I find that the proposed project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.

☐ I find that although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because revisions in the project have been made by or agreed to by the project proponent. A MITIGATED NEGATIVE DECLARATION will be prepared.

☐ I find that the proposed project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.

☐ I find that the proposed project MAY have a "potentially significant impact" or "potentially significant unless mitigated" impact on the environment, but at least one effect 1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and 2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.

☐ I find that although the proposed project could have a significant effect on the environment, because all potentially significant effects (a) have been analyzed adequately in an earlier EIR or NEGATIVE DECLARATION pursuant to applicable standards, and (b) have been avoided or mitigated pursuant to that earlier EIR or NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the proposed project, nothing further is required.

_____ _____

Shannon Hansen Date

Executive Director

Mariposa County Local Transportation Commission

I. AESTHETICS

Except as provided in Public Resources Code Section 21099, would the project:	Potentially Significant Impact	Less than Significant With Mitigation Incorporation	Less than Significant Impact	No Impact
a. Have a substantial adverse effect on a scenic vista?	☐	☐	☐	☒
b. Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?	☐	☐	☐	☒
c. In non-urbanized areas, substantially degrade the existing visual character or quality of public views of the site and its surroundings? (Public views are those that are experienced from publicly accessible vantage point). If the project is in an urbanized area, would the project conflict with applicable zoning and regulations governing scenic quality?	☐	☐	☐	☒
d. Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?	☐	☐	☐	☒

RESPONSES

a. Have a substantial adverse effect on a scenic vista?

b. Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?

c. In non-urbanized areas, substantially degrade the existing visual character or quality of public views of the site and its surroundings? (Public views are those that are experienced from publicly accessible vantage point). If the project is in an urbanized area, would the project conflict with applicable zoning and regulations governing scenic quality?

d. Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?

No Impact. The proposed adoption of the RTP would not result in any physical changes, but future development of project components contained in the RTP could potentially impact aesthetic resources. Construction and operation of project components contained in the RTP could potentially impact scenic resources and vistas; degrade the existing visual character of the area; and/or create a new source of light or glare. Although most of the project components are at ground level and would not impose a significant visual impact, there are components such as signage, roadway lighting, bridge work, etc. that could potentially impact visual resources. Individual projects would be subject to site-specific environmental review, at which time the implementing agency would identify the potential impacts to aesthetic resources.

Mariposa County's RTP is a programmatic document that proposes goals and policies pertaining to the future of transportation in Mariposa County. It is intended to document transportation policy, actions, and funding recommendations that will meet the short- and long-term access and mobility needs of Mariposa County residents over the next twenty-five years. The RTP is designed to guide the systematic development of a comprehensive multi-modal transportation system for Mariposa County. Individual project details such as precise project locations, project timing, funding mechanisms, material types, types of equipment and ultimately construction drawings are currently not available. At such time that specific individual projects are implemented, the implementing agency will conduct site-specific CEQA analysis as necessary. Furthermore, implementation of the RTP would be required to comply with the goals and policies under the County's General Plan, County Community Plans, and other relevant regulatory documents.

Adoption of the RTP alone would not create any aesthetic impacts because specific development is not being proposed under this RTP and it would not authorize any development. Therefore, there is ***no impact***.

Mitigation Measures: None are required.

II. AGRICULTURE AND FOREST RESOURCES

Would the project:

	Potentially Significant Impact	Less than Significant With Mitigation Incorporation	Less than Significant Impact	No Impact
a. Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?	☐	☐	☐	☒
b. Conflict with existing zoning for agricultural use, or a Williamson Act contract?	☐	☐	☐	☒
c. Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 12220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104(g))?	☐	☐	☐	☒
d. Result in the loss of forest land or conversion of forest land to non-forest use?	☐	☐	☐	☒
e. Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use or conversion of forest land to non-forest use?	☐	☐	☐	☒

RESPONSES

a. Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?

b. Conflict with existing zoning for agricultural use, or a Williamson Act contract?

c. Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 12220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104(g))?

d. Result in the loss of forest land or conversion of forest land to non-forest use?

e. Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use or conversion of forest land to non-forest use?

No Impact. The proposed adoption of the RTP would not result in any physical changes, but future development of project components contained in the RTP could potentially impact agricultural or forestry resources. Construction and operation of project components contained in the RTP could potentially impact agricultural resources; conflict with Williamson Act parcels; and/or impact forest land resources. Although most of the project components would occur within existing right of way and outside of agricultural or forest land, it is conceivable that potential road widenings, a new trail or similar projects could be placed on or near such lands. Individual projects would be subject to site-specific environmental review, at which time the implementing agency would identify the potential impacts to agricultural and forest resources.

Mariposa County's RTP is a programmatic document that proposes goals and policies pertaining to the future of transportation in Mariposa County. It is intended to document transportation policy, actions, and funding recommendations that will meet the short- and long-term access and mobility needs of Mariposa County residents over the next twenty-five years. The RTP is designed to guide the systematic development of a comprehensive multi-modal transportation system for Mariposa County. Individual project details such as precise project locations, project timing, funding mechanisms, material types, types of equipment and ultimately construction drawings are currently not available. At such time that specific individual projects are implemented, the implementing agency will conduct site-specific CEQA analysis as necessary. Furthermore, implementation of the RTP would

be required to comply with the goals and policies under the County's General Plan, County Community Plans, and other relevant regulatory documents.

Adoption of the RTP alone would not create any agricultural or forestry impacts because specific development is not being proposed under this RTP and it would not authorize any development. Therefore, there is ***no impact***.

Mitigation Measures: None are required.

III. AIR QUALITY

Would the project:	Potentially Significant Impact	Less than Significant With Mitigation Incorporation	Less than Significant Impact	No Impact
a. Conflict with or obstruct implementation of the applicable air quality plan?	☐	☐	☐	☒
b. Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard?	☐	☐	☐	☒
c. Expose sensitive receptors to substantial pollutant concentrations?	☐	☐	☐	☒
d. Result in other emissions (such as those leading to odors or adversely affecting a substantial number of people)?	☐	☐	☐	☒

Mariposa County is located within the Mountain Counties Air Basin and is under the jurisdiction of the Mariposa County Air Pollution Control District.

RESPONSES:

a. Conflict with or obstruct implementation of the applicable air quality plan?

b. Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard?

c. Expose sensitive receptors to substantial pollutant concentrations?

d. Result in other emissions (such as those leading to odors adversely affecting a substantial number of people?

No Impact. The main intention of the RTP is to rehabilitate the current road base and improve existing and future circulation within the County wherever possible. With this focus, improvements in the RTP may benefit regional air quality by reducing congestion on major roads within the County. Some of the route improvements proposed in the RTP could have direct impacts on air quality,

sensitive receptors, or create objectionable odors on a project-specific basis during construction. The Clean Air Act sets national ambient air quality standards for various air pollutants, including carbon monoxide, ozone, oxides of nitrogen, sulfur dioxide and particulate matter.

Construction and operation of project components contained in the RTP could potentially impact local and regional air quality. Individual projects would be subject to site-specific environmental review, at which time the implementing agency would identify the potential impacts to air quality and mitigation measures to reduce the impacts.

Mariposa County's RTP is a programmatic document that proposes goals and policies pertaining to the future of transportation in Mariposa County. It is intended to document transportation policy, actions, and funding recommendations that will meet the short- and long-term access and mobility needs of Mariposa County residents over the next twenty-five years. The RTP is designed to guide the systematic development of a comprehensive multi-modal transportation system for Mariposa County. Individual project details such as precise project locations, project timing, funding mechanisms, material types, types of equipment and ultimately construction drawings are currently not available. At such time that specific individual projects are implemented, the implementing agency will conduct site-specific CEQA analysis as necessary. Furthermore, implementation of the RTP would be required to comply with the goals and policies under the County's General Plan, County Community Plans, and other relevant regulatory documents.

Adoption of the RTP alone would not create any air quality impacts because specific development is not being proposed under this RTP and it would not authorize any development. Therefore, there is ***no impact***.

Mitigation Measures: None are required.

IV. BIOLOGICAL RESOURCES

Would the project:

	Potentially Significant Impact	Less than Significant With Mitigation Incorporation	Less than Significant Impact	No Impact
a. Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?	☐	☐	☐	☒
b. Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?	☐	☐	☐	☒
c. Have a substantial adverse effect on state or federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?	☐	☐	☐	☒
d. Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?	☐	☐	☐	☒

IV. BIOLOGICAL RESOURCES

Would the project:	Potentially Significant Impact	Less than Significant With Mitigation Incorporation	Less than Significant Impact	No Impact
e. Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?	☐	☐	☐	☒
f. Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?	☐	☐	☐	☒

Mariposa County contains a variety of natural communities that are generally considered sensitive, such as riparian, oak woodland, forests, streams, rivers, wet meadows, and vernal pools. Streams, rivers, wet meadows, and vernal pools (wetlands and jurisdictional waters) are of high concern because they provide unique aquatic habitat (perennial and ephemeral) for many endemic species, including special-status plants, birds, invertebrates, and amphibians. These aquatic habitats oftentimes qualify as protected wetlands or jurisdictional waters and are protected from disturbance.

There are numerous protected plant and animal species within Mariposa County. These species are presumed present at any given time throughout their habitat range. Some species require localized micro-habitats, while others are highly mobile and may occur throughout the County. The County contains two CDFG designated sensitive natural communities including: Big Trees Forest and Central Valley Drainage Hardhead/Squawfish Stream.

RESPONSES:

a. Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?

b. Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?

c. Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?

d. Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?

e. Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?

No Impact. The proposed adoption of the RTP would not result in any physical changes, but future development of project components contained in the RTP could potentially impact biological resources. Many of the documented special-status species may be directly or indirectly affected by RTP projects within the County if the improvements are to encroach on the species' habitat, or movement corridors. Although most of the potential project components would occur within existing right of way and outside of biologically sensitive areas, it is conceivable that potential road widenings, bridge work, a new trail or similar projects could be placed on or near such lands. Individual projects would be subject to site-specific environmental review, at which time the implementing agency would identify the potential impacts to biological resources.

Mariposa County's RTP is a programmatic document that proposes goals and policies pertaining to the future of transportation in Mariposa County. It is intended to document transportation policy, actions, and funding recommendations that will meet the short- and long-term access and mobility needs of Mariposa County residents over the next twenty-five years. The RTP is designed to guide the systematic development of a comprehensive multi-modal transportation system for Mariposa County. Individual project details such as precise project locations, project timing, funding mechanisms, material types, types of equipment and ultimately construction drawings are currently not available. At such time that specific individual projects are implemented, the implementing agency will conduct site-specific CEQA analysis as necessary. Furthermore, implementation of the RTP would be required to comply with the goals and policies under the County's General Plan, County Community Plans, and other relevant regulatory documents.

Adoption of the RTP alone would not create any biological impacts because specific development is not being proposed under this RTP and it would not authorize any development. Therefore, there is ***no impact***.

Mitigation Measures: None are required.

V. CULTURAL RESOURCES

Would the project:	Potentially Significant Impact	Less than Significant With Mitigation Incorporation	Less than Significant Impact	No Impact
a. Cause a substantial adverse change in the significance of a historical resource pursuant to §15064.5?	☐	☐	☐	☒
b. Cause a substantial adverse change in the significance of an archaeological resource pursuant to §15064.5?	☐	☐	☐	☒
c. Disturb any human remains, including those interred outside of formal cemeteries?	☐	☐	☐	☒

RESPONSES

a. Cause a substantial adverse change in the significance of a historical resource pursuant to §15064.5?

b. Cause a substantial adverse change in the significance of an archaeological resource pursuant to §15064.5?

c. Disturb any human remains, including those interred outside of formal cemeteries?

No Impact. The proposed adoption of the RTP would not result in any physical changes, but future development of project components contained in the RTP could potentially impact cultural resources. Although most of the potential project components would occur within existing right of way and outside of culturally sensitive areas, it is conceivable that ground disturbance from potential road widenings, bridge work, a new trail or similar projects could occur near culturally sensitive areas. Potential impacts may include being in close proximity to historical structures or buildings, unearthing buried cultural resources, etc. Individual projects would be subject to site-specific environmental review, at which time the implementing agency would identify the potential impacts to cultural resources.

Mariposa County's RTP is a programmatic document that proposes goals and policies pertaining to the future of transportation in Mariposa County. It is intended to document transportation policy, actions, and funding recommendations that will meet the short- and long-term access and mobility needs of Mariposa County residents over the next twenty-five years. The RTP is designed to guide the systematic development of a comprehensive multi-modal transportation system for Mariposa County. Individual project details such as precise project locations, project timing, funding mechanisms, material types, types of equipment and ultimately construction drawings are currently not available. At such time that specific individual projects are implemented, the implementing agency will conduct site-specific CEQA analysis as necessary. Furthermore, implementation of the RTP would be required to comply with the goals and policies under the County's General Plan, County Community Plans, and other relevant regulatory documents.

Adoption of the RTP alone would not create any cultural resource impacts because specific development is not being proposed under this RTP and it would not authorize any development. Therefore, there is ***no impact***.

Mitigation Measures: None are required.

VI. ENERGY

Would the project:	Potentially Significant Impact	Less than Significant With Mitigation Incorporation	Less than Significant Impact	No Impact
a. Result in potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during project construction or operation?	☐	☐	☐	☒
b. Conflict with or obstruct a state or local plan for renewable energy or energy efficiency?	☐	☐	☐	☒

RESPONSES

a. Result in potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during project construction or operation?

b. Conflict with or obstruct a state or local plan for renewable energy or energy efficiency?

No Impact. Construction and operation of project components contained in the RTP could potentially result in energy impacts. Although the project components do not (by themselves) use significant energy (once constructed), it is conceivable that potentially significant energy use could occur during construction. Individual projects would be subject to site-specific environmental review, at which time the implementing agency would identify the potential impacts to energy resources.

Mariposa County's RTP is a programmatic document that proposes goals and policies pertaining to the future of transportation in Mariposa County. It is intended to document transportation policy, actions, and funding recommendations that will meet the short- and long-term access and mobility needs of Mariposa County residents over the next twenty-five years. The RTP is designed to guide the systematic development of a comprehensive multi-modal transportation system for Mariposa County. Individual project details such as precise project locations, project timing, funding mechanisms, material types, types of equipment and ultimately construction drawings are currently not available. At such time that specific individual projects are implemented, the implementing agency will conduct site-specific CEQA analysis as necessary. Furthermore, implementation of the RTP would

be required to comply with the goals and policies under the County's General Plan, County Community Plans, and other relevant regulatory documents.

Adoption of the RTP alone would not create any energy impacts because specific development is not being proposed under this RTP and it would not authorize any development. Therefore, there is ***no impact***.

Mitigation Measures: None are required.

VII. GEOLOGY AND SOILS

Would the project:

	Potentially Significant Impact	Less than Significant With Mitigation Incorporation	Less than Significant Impact	No Impact
a. Directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving:				
i. Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.	☐	☐	☐	☒
ii. Strong seismic ground shaking?	☐	☐	☐	☒
iii. Seismic-related ground failure, including liquefaction?	☐	☐	☐	☒
iv. Landslides?	☐	☐	☐	☒
b. Result in substantial soil erosion or the loss of topsoil?	☐	☐	☐	☒
c. Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?	☐	☐	☐	☒
d. Be located on expansive soil, as defined in Table 18-1-B of the most recently	☐	☐	☐	☒

VII. GEOLOGY AND SOILS

Would the project:	Potentially Significant Impact	Less than Significant With Mitigation Incorporation	Less than Significant Impact	No Impact
adopted Uniform Building Code creating substantial direct or indirect risks to life or property?				
e. Have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water?	☐	☐	☐	☒
f. Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?	☐	☐	☐	☒

RESPONSES

a-i. Expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.

a (ii-iv). Expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving strong seismic ground shaking, liquefaction or landslides?

b. Result in substantial soil erosion or the loss of topsoil?

c. Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?

d. Be located on expansive soil, as defined in Table 18-1-B of the most recently adopted Uniform Building Code creating substantial risks to life or property?

e. Have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water?

f. Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?

No Impact. The proposed adoption of the RTP would not result in direct physical changes, however future development of project components contained in the RTP (roadways, bridges, small structures, etc.) would be subject to existing building codes, the Alquist-Priolo Earthquake Zoning Act, and other state and federal regulations related to seismic and geological hazards. Implementation of General Plan policies, and Best Management Practices (BMPs) would further minimize such potential impacts. Examples of BMPs include hydroseeding, erosion control blankets, installing silt fences, etc.

Individual projects would be subject to site-specific environmental review, at which time the implementing agency would identify the potential geological impacts.

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Adoption of the RTP alone would not create any geological impacts because specific development is not being proposed under this RTP and it would not authorize any development. Therefore, there is ***no impact***.

Mitigation Measures: None are required.

VIII. GREENHOUSE GAS EMISSIONS

Would the project:	Potentially Significant Impact	Less than Significant With Mitigation Incorporation	Less than Significant Impact	No Impact
a. Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?	☐	☐	☐	☒
b. Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?	☐	☐	☐	☒

In 2006, the California State Legislature adopted Assembly Bill (AB) 32 known as the California Global Warming Solutions Act (Section 38560.5 of the Health and Safety Code). AB 32 establishes a cap on statewide GHG emissions and sets forth the regulatory framework to achieve the corresponding reduction in statewide emissions levels, with a goal of lowering statewide GHG emissions to 1990 levels by 2020. Additionally, California Senate Bill (SB) 32, signed in 2016, established a mid-range goal of lowering statewide GHG emissions to 40 percent below 1990 levels by 2030, and California Executive Order S-03-05, signed in 2005, established a long-range goal of lowering statewide GHG emissions to 80 percent below 1990 levels by 2050.

In 2013, California Governor Jerry Brown signed SB 743, which requires an update in the metric of transportation impact used in CEQA from LOS and vehicle delay to one that promotes the reduction of GHG emissions, the development of multimodal transportation networks, and a diversity of land uses for transit priority areas. In late 2018, the Natural Resources Agency adopted updates to the CEQA guidelines, removing LOS as a measure of transportation impact under CEQA and replacing it with vehicle miles traveled (VMT). Though LOS can be used for other purposes, such as identifying needs for local roadway improvements and General Plan compliance, lead agencies must now use VMT for CEQA analysis.[1]

[1] Policy Element - Mariposa Co. Regional Transportation Plan (2022), page 34.

RESPONSES:

a. Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?

b. Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?

No Impact. Governmental action in preparation for or response to climate change may also directly influence transportation planning. Metropolitan Planning Organizations are already required to develop Sustainable Community Strategies in conjunction with their Regional Transportation Plans. Though RTPAs such as MCLCTC are not currently required to develop such strategies, other requirements may be placed on RTPAs in the future. Mariposa County has also taken steps to plan for the effects of climate change. The 2021 Mariposa County Recreation and Resiliency Master Plan discusses recent impacts of climate change in the County and integrates planning for parks and trails with adaptation to the effects of climate change.[2]

The RTP Guidelines encourage rural RTPAs to incorporate strategies to reduce GHG emissions as part of their planning process. As discussed in the previous section, efforts to reduce greenhouse gas and criteria pollutant emissions through reductions in VMT are likely to be difficult due to the rural nature of much of the county and interregional travel. More efficient vehicles and low-carbon fuel efforts being pursued at the state level will likely afford the greatest reduction in rural GHG emissions. Similarly, electric vehicles are an increasing part of the vehicle fleet; Mariposa County already has several charging stations, mostly near Mariposa.[3]

The low-density nature of most Mariposa County development creates challenges for meeting access and mobility needs via non-automotive modes. As with most rural counties, transportation options such as transit, walking, and biking are limited due to the challenges described above. However, Mariposa County is currently developing an active transportation plan to support improvements for walking and biking, and electric vehicle usage will likely continue to increase, especially as technology increases vehicle range and charging options expand.[4]

The California Air Pollution Control Officers Association "Handbook for Analyzing Greenhouse Gas Emission Reductions, Assessing Climate Vulnerabilities, and Advancing Health and Equity"

[2] Ibid, page 37.

[3] Ibid.

[4] Ibid.

(December 2021) identifies strategies local governments, communities, and project developers can use to reduce VMT. Not all these strategies are likely to be effective in a rural environment such as Mariposa County. As with many rural counties, transportation options such as transit, walking, and biking are limited in Mariposa County due to funding, mobility, and geographic reasons. However, populated areas such as the town of Mariposa, with concentrations of homes, businesses, government services, and other destinations in close proximity provide good opportunities for residents, workers, and visitors to walk and bike and use transit. The Handbook provides guidance on estimating their effectiveness, given the context in which they will be implemented.

The following strategies from the Handbook are most likely to be effective in Mariposa County. Although effectiveness may be less than in more urbanized areas, these improvements will also provide increased access for residents and visitors to their destinations:[5]

- Land Use
  - Increase residential and job density
  - Integrate affordable and below market rate housing
  - Improve street connectivity
- Trip Reduction Programs
  - Implement commute trip reduction programs » Implement ridesharing
  - Provide vanpools
- Parking or Road Pricing/Management
  - Provide electric vehicle charging
  - Limit and price parking
- Neighborhood Design
  - Provide pedestrian and biking networks, facilities, and improvements
  - Implement car sharing programs
- Transit
  - Expand transit coverage, hours, and service
  - Reduce fares
- Clean Vehicles and Fuels
  - Use cleaner-fuel vehicles

[5] Ibid, page 36.

Individual projects identified in the RTP would be subject to site-specific environmental review, at which time the implementing agency would identify the potential impacts to GHG and climate change.

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Adoption of the RTP alone would not create any GHG or climate change impacts because specific development is not being proposed under this RTP and it would not authorize any development. Therefore, there is ***no impact***.

Mitigation Measures: None are required.

IX. HAZARDS AND HAZARDOUS MATERIALS

Would the project:

	Potentially Significant Impact	Less than Significant With Mitigation Incorporation	Less than Significant Impact	No Impact
a. Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?	☐	☐	☐	☒
b. Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?	☐	☐	☐	☒
c. Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?	☐	☐	☐	☒
d. Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?	☐	☐	☐	☒
e. For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard or excessive noise for people residing or working in the project area?	☐	☐	☐	☒

IX. HAZARDS AND HAZARDOUS MATERIALS

Would the project:	Potentially Significant Impact	Less than Significant With Mitigation Incorporation	Less than Significant Impact	No Impact
f. Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?	☐	☐	☐	☒
g. Expose people or structures either directly or indirectly to a significant risk of loss, injury or death involving wildland fires?	☐	☐	☐	☒

Hazardous materials refer generally to hazardous substances that exhibit corrosive, poisonous, flammable, and/or reactive properties and have the potential to harm human health and/or the environment. Accidental releases of hazardous materials can occur from a variety of causes including roadway accidents, fires, train derailments, shipping accidents and industrial accidents.

Various industrial and commercial facilities within the County use and store hazardous materials and generate hazardous waste. Underground storage tanks (USTs) are primarily used to contain gasoline and other petroleum products such as diesel and waste oil. A variety of other hazardous materials and wastes, such as solvents, are also stored in underground storage tanks. Facilities that use and store hazardous materials and wastes must comply with federal, State, and local laws governing hazardous materials/waste handling, storage, transportation, and disposal.

The various project components contained in the RTP are proposed to be located throughout the County and are likely to be near places such as schools, residential neighborhoods and commercial areas.

RESPONSES:

a. Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?

b. Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?

c. Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?

d. Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?

e. For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard or excessive noise for people residing or working in the project area?

f. Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?

g. Expose people or structures either directly or indirectly to a significant risk of loss, injury or death involving wildland fires?

No Impact. The proposed adoption of the RTP would not result in direct physical changes, however future development of project components contained in the RTP (roadway projects, trails, bridges, small structures, etc.) could potentially involve the use and/or transport of hazardous materials that could be located near sensitive areas such as schools, residential or commercial areas. This could occur during the construction stage and may include items such as petroleum, natural gas, cleaners, solvents, paint, pesticides, etc. No on-going use or transport of hazardous materials is anticipated once construction is complete. Use and transport of such materials would be subject to existing state and federal regulations related to hazards and hazardous materials. Implementation of General Plan policies and Best Management Practices (BMPs) would further minimize such potential impacts. Individual projects would be subject to site-specific environmental review, at which time the implementing agency would identify the potential hazard-related impacts.

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mechanisms, material types, types of equipment and ultimately construction drawings are currently not available. At such time that specific individual projects are implemented, the implementing agency will conduct site-specific CEQA analysis as necessary. Furthermore, implementation of the RTP would be required to comply with the goals and policies under the County's General Plan, County Community Plans, and other relevant regulatory documents.

Adoption of the RTP alone would not create any hazards or hazardous material impacts because specific development is not being proposed under this RTP and it would not authorize any development. Therefore, there is ***no impact***.

Mitigation Measures: None are required.

X. HYDROLOGY AND WATER QUALITY

Would the project:	Potentially Significant Impact	Less than Significant With Mitigation Incorporation	Less than Significant Impact	No Impact
a. Violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or ground water quality?	☐	☐	☐	☒
b. Substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project may impede sustainable groundwater management of the basin?	☐	☐	☐	☒
c. Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would:	☐	☐	☐	☒
i. Result in substantial erosion or siltation on- or off- site;	☐	☐	☐	☒
ii. substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or offsite;	☐	☐	☐	☒
iii. create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff; or	☐	☐	☐	☒

X. HYDROLOGY AND WATER QUALITY

Would the project:	Potentially Significant Impact	Less than Significant With Mitigation Incorporation	Less than Significant Impact	No Impact
iv. impede or redirect flood flows?	☐	☐	☐	☒
d. In flood hazard, tsunami, or seiche zones, risk release of pollutants due to project inundation?	☐	☐	☐	☒
e. Conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan?	☐	☐	☐	☒

RESPONSES:

a. Violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or ground water quality?

b. Substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project may impede sustainable groundwater management of the basin?

c. Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would:

i. result in substantial erosion or siltation on- or offsite;

ii. substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or offsite;

iii. create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff; or

iv. impede or redirect flood flows?

d. In flood hazard, tsunami or seiche zones, risk release of pollutants due to project inundation?

e. Conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan?

No Impact. The proposed adoption of the RTP would not result in direct physical changes, however future development of project components contained in the RTP (roadway projects, trails, bridges, small structures, etc.) could potentially increase the impervious surface areas and utilize water supply during construction and for potential landscaping. Individual future projects would be required (depending on size and location) to comply with the requirements set forth in the National Pollutant Discharge Elimination System (NPDES) Permit and incorporate construction BMPS, as directed by the Storm Water Pollution Prevention Plan (SWPPP), if applicable. In addition, construction water usage would be minimal and temporary; and any proposed landscaping would be installed pursuant to Mariposa County's guidance and regulations and the County General Plan, thereby minimizing water use. Individual projects would be subject to site-specific environmental review, at which time the implementing agency would identify the potential hydrological impacts.

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Adoption of the RTP alone would not create any hydrological impacts because specific development is not being proposed under this RTP and it would not authorize any development. Therefore, there is ***no impact***.

Mitigation Measures: None are required.

XI. LAND USE AND PLANNING

Would the project:	Potentially Significant Impact	Less than Significant With Mitigation Incorporation	Less than Significant Impact	No Impact
a. Physically divide an established community?	☐	☐	☐	☒
b. Cause a significant environmental impact due to a conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect?	☐	☐	☐	☒

RESPONSES:

a. Physically divide an established community?

b. Cause a significant environmental impact due to a conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect?

No Impact. The proposed adoption of the RTP would not result in direct physical changes, however future development of project components contained in the RTP (roadway projects, trails, bridges, small structures, etc.) could occur at various places throughout the County. None of the proposed projects would physically divide an established community, nor would they conflict with any applicable land use plans or habitat conservation plans. Individual projects would be subject to site-specific environmental review, at which time the implementing agency would identify the potential impacts to land use.

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not available. At such time that specific individual projects are implemented, the implementing agency will conduct site-specific CEQA analysis as necessary. Furthermore, implementation of the RTP would be required to comply with the goals and policies under the County's General Plan, County Community Plans, and other relevant regulatory documents.

Adoption of the RTP alone would not create any land use impacts because specific development is not being proposed under this RTP and it would not authorize any development. Therefore, there is ***no impact***.

Mitigation Measures: None are required.

XI. MINERAL RESOURCES

Would the project:	Potentially Significant Impact	Less than Significant With Mitigation Incorporation	Less than Significant Impact	No Impact
a. Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?	☐	☐	☐	☒
b. Result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?	☐	☐	☐	☒

RESPONSES:

a. Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?

b. Result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?

No Impact. The proposed adoption of the RTP would not result in direct physical changes, however future development of project components contained in the RTP (roadway projects, trails, bridges, small structures, etc.) could occur at various places throughout the County. However, it is unlikely that any of the projects listed in the RTP will impact mineral resources. Individual projects would be subject to site-specific environmental review, at which time the implementing agency would identify the potential impacts to mineral resources.

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not available. At such time that specific individual projects are implemented, the implementing agency will conduct site-specific CEQA analysis as necessary. Furthermore, implementation of the RTP would be required to comply with the goals and policies under the County's General Plan, County Community Plans, and other relevant regulatory documents.

Adoption of the RTP alone would not create any mineral resource impacts because specific development is not being proposed under this RTP and it would not authorize any development. Therefore, there is ***no impact***.

Mitigation Measures: None are required.

XII. NOISE

Would the project:	Potentially Significant Impact	Less than Significant With Mitigation Incorporation	Less than Significant Impact	No Impact
a. Generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?	☐	☐	☐	☒
b. Generation of excessive groundborne vibration or groundborne noise levels?	☐	☐	☐	☒
c. For a project located within the vicinity of a private airstrip or an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?	☐	☐	☐	☒

Noise is most often described as unwanted sound. Although sound can be easily measured, the perception of noise and the physical response to sound complicate the analysis of its impact on people. The County is impacted by a multitude of noise sources. Mobile sources of noise, especially cars and trucks, are the most common and significant sources of noise in most communities, and they are predominant sources of noise in the County. In addition, commercial, industrial, and institutional land uses throughout the County (i.e., schools, fire stations, utilities) generate stationary-source noise.

RESPONSES:

a. Generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?

b. Generation of excessive groundborne vibration or groundborne noise levels?

c. For a project located within the vicinity of a private airstrip or an airport land use plan, or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?

No Impact. The proposed adoption of the RTP would not result in direct physical changes, however future development of project components contained in the RTP (roadway projects, trails, bridges, small structures, etc.) could potentially increase noise due to construction (temporary impact) and possibly operation (due to increased vehicular use). Individual projects would be subject to site-specific environmental review, at which time the implementing agency would identify the potential noise-related impacts and mitigation measures.

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Adoption of the RTP alone would not create any noise impacts because specific development is not being proposed under this RTP and it would not authorize any development. Therefore, there is ***no impact***.

Mitigation Measures: None are required.

XIV. POPULATION AND HOUSING

Would the project:	Potentially Significant Impact	Less than Significant With Mitigation Incorporation	Less than Significant Impact	No Impact
a. Induce substantial unplanned population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?	☐	☐	☐	☒
b. Displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere?	☐	☐	☐	☒

RESPONSES:

a. Induce substantial unplanned population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?

b. Displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere?

No Impact. Adoption of the RTP would not affect population or employment growth and as a result would not result in growth that exceeds growth estimates of the County's General Plan or local Plans, nor would it result in the displacement or relocation of people or housing. Individual projects would be subject to site-specific environmental review, at which time the implementing agency would identify the potential population-related impacts.

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systematic development of a comprehensive multi-modal transportation system for Mariposa County. Individual project details such as precise project locations, project timing, funding mechanisms, material types, types of equipment and ultimately construction drawings are currently not available. At such time that specific individual projects are implemented, the implementing agency will conduct site-specific CEQA analysis as necessary. Furthermore, implementation of the RTP would be required to comply with the goals and policies under the County's General Plan, County Community Plans, and other relevant regulatory documents.

Adoption of the RTP alone would not create any population or housing impacts because specific development is not being proposed under this RTP and it would not authorize any development. Therefore, there is ***no impact***.

Mitigation Measures: None are required.

XV. PUBLIC SERVICES

Would the project:

	Potentially Significant Impact	Less than Significant With Mitigation Incorporation	Less than Significant Impact	No Impact
a. Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:				
Fire protection?	☐	☐	☐	☒
Police protection?	☐	☐	☐	☒
Schools?	☐	☐	☐	☒
Parks?	☐	☐	☐	☒
Other public facilities?	☐	☐	☐	☒

RESPONSES:

a. Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:

Fire Protection?

Police Protection?

Schools, Parks, Other Public Facilities?

No Impact. Adoption of the RTP would not affect population or employment growth and as a result would not result in growth that would require the assemblage of additional fire or police resources, or the expansion of any schools or other public facilities. The proposed adoption of the RTP would not result in direct physical changes, however future development of project components contained in the RTP (roadway projects, trails, bridges, small structures, etc.) could potentially increase the need for additional police/fire/ambulance due to increased use of transportation facilities. Individual projects would be subject to site-specific environmental review, at which time the implementing agency would identify the potential public service related impacts.

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Adoption of the RTP alone would not create any public services impacts because specific development is not being proposed under this RTP and it would not authorize any development. Therefore, there is ***no impact***.

Mitigation Measures: None are required.

XVI. RECREATION

Would the project:	Potentially Significant Impact	Less than Significant With Mitigation Incorporation	Less than Significant Impact	No Impact
a. Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?	☐	☐	☐	☒
b. Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?	☐	☐	☐	☒

RESPONSES:

a. Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?

b. Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?

No Impact. Adoption of the RTP would not affect population or employment growth and as a result would not result in growth that exceeds growth estimates of the County's General Plan or local Plans, nor would it result in the increased use of recreational facilities. Individual projects would be subject to site-specific environmental review, at which time the implementing agency would identify the potential recreation-related impacts.

Mariposa County's RTP is a programmatic document that proposes goals and policies pertaining to the future of transportation in Mariposa County. It is intended to document transportation policy, actions, and funding recommendations that will meet the short- and long-term access and mobility needs of Mariposa County residents over the next twenty-five years. The RTP is designed to guide the systematic development of a comprehensive multi-modal transportation system for Mariposa

County. Individual project details such as precise project locations, project timing, funding mechanisms, material types, types of equipment and ultimately construction drawings are currently not available. At such time that specific individual projects are implemented, the implementing agency will conduct site-specific CEQA analysis as necessary. Furthermore, implementation of the RTP would be required to comply with the goals and policies under the County's General Plan, County Community Plans, and other relevant regulatory documents.

Adoption of the RTP alone would not create any recreation impacts because specific development is not being proposed under this RTP and it would not authorize any development. Therefore, there is ***no impact***.

Mitigation Measures: None are required.

XVII. TRANSPORTATION/ TRAFFIC

	Potentially Significant Impact	Less than Significant With Mitigation Incorporation	Less than Significant Impact	No Impact
Would the project:				
a. Conflict with a program plan, ordinance or policy addressing the circulation system, including transit, roadway, bicycle and pedestrian facilities?	☐	☐	☒	☐
b. Would the project conflict or be inconsistent with CEQA Guidelines section 15064.3, subdivision (b)?	☐	☐	☒	☐
c. Substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?	☐	☐	☒	☐
d. Result in inadequate emergency access?	☐	☐	☒	☐

Most travel in Mariposa County is by automobile, and it will continue to be so over the life of the RTP and beyond. The roadway network within the unincorporated parts of the County is rural in character, mainly serving small communities, tourism, recreation, and agriculture uses. State highways are the primary transportation corridors extending through the County and serve all the County's major population centers. Other County arterials and a network of federal, state, local public, and private roads constitute the remainder of the roadway system. The state highway network serves primarily intercity and inter-county regional travel and interregional tourism, while the County's roadways serve local trips.

RESPONSES:

a. Conflict with a program plan, ordinance or policy addressing the circulation system, including transit, roadway, bicycle and pedestrian facilities?

b. Would the project conflict or be inconsistent with CEQA Guidelines section 15064.3, subdivision (b)?

c. Substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?

d. Result in inadequate emergency access?

Less Than Significant Impact. As described throughout this initial study, implementation of the proposed project would assist in the improvement of the County's transportation network across all modes of transit and transportation. There are policies and programs included in the RTP that would improve public access to transit systems and alternative modes of transit, such as bicycle use. The various roadways improvements identified in the RTP would assist in the delivery of emergency services by improving the local and regional roadway network and eliminating existing design and safety hazards. The RTP and the projects included within were developed after careful review of the General Plan of the County. The RTP is consistent with the circulation element of the General Plan, and would not result in conflicts or inconsistencies with the above referenced plans.

The proposed adoption of the RTP would not result in direct physical changes, however future development of project components contained in the RTP could potentially result in impacts to existing transportation systems.

In 2013, California Governor Jerry Brown signed SB 743, which requires an update in the metric of transportation impact used in CEQA from LOS and vehicle delay to one that promotes the reduction of GHG emissions, the development of multimodal transportation networks, and a diversity of land uses for transit priority areas. In late 2018, the Natural Resources Agency adopted updates to the CEQA guidelines, removing LOS as a measure of transportation impact under CEQA and replacing it with vehicle miles traveled (VMT). Though LOS can be used for other purposes, such as identifying needs for local roadway improvements and General Plan compliance, lead agencies must now use VMT for CEQA analysis.

Vehicle Miles Traveled

The California Governor's Office of Planning and Research (OPR) "Technical Advisory on Evaluating Transportation Impacts in CEQA" (December 2018) includes specifications for VMT methodology and recommendations for significance thresholds, screening of projects that may be presumed to have less than significant impacts, and mitigation. For transportation projects, the Technical Advisory notes that addition of through lanes on existing or new highways will likely lead to a measurable and substantial increase in vehicle travel. The Technical Advisory also notes that projects that would not likely lead to a substantial or measurable increase in vehicle travel include the following:

- Rehabilitation, maintenance, replacement, safety, and repair projects designed to improve the condition of existing transportation assets (e.g., highways; roadways; bridges; culverts; Transportation Management System field elements such as cameras, message signs, detection, or signals; tunnels; transit systems; and assets that serve bicycle and pedestrian facilities) and that do not add additional motor vehicle capacity
- Roadside safety devices or hardware installation such as median barriers and guardrails
- Roadway shoulder enhancements to provide "breakdown space," dedicated space for use only by transit vehicles, to provide bicycle access, or to otherwise improve safety, but which will not be used as automobile vehicle travel lanes
- Addition of an auxiliary lane of less than one mile in length designed to improve roadway safety
- Installation, removal, or reconfiguration of traffic lanes that are not for through traffic, such as left, right, and U-turn pockets, two-way left-turn lanes, or emergency breakdown lanes that are not utilized as through lanes
- Addition of roadway capacity on local or collector streets provided the project also substantially improves conditions for pedestrians, cyclists, and, if applicable, transit
- Conversion of existing general-purpose lanes (including ramps) to managed lanes or transit lanes, or changing lane management in a manner that would not substantially increase vehicle travel
- Addition of a new lane that is permanently restricted to use only by transit vehicles
- Reduction in number of through lanes
- Grade separation to separate vehicles from rail, transit, pedestrians, or bicycles, or to replace a lane in order to separate preferential vehicles (e.g., HOV, HOT, or trucks) from general vehicles
- Installation, removal, or reconfiguration of traffic control devices, including Transit Signal Priority (TSP) features
- Installation of traffic metering systems, detection systems, cameras, changeable message signs and other electronics designed to optimize vehicle, bicycle, or pedestrian flow
- Timing of signals to optimize vehicle, bicycle, or pedestrian flow
- Installation of roundabouts or traffic circles
- Installation or reconfiguration of traffic calming devices
- Adoption of or increase in tolls
- Addition of tolled lanes, where tolls are sufficient to mitigate VMT increase
- Initiation of new transit service
- Conversion of streets from one-way to two-way operation with no net increase in number of traffic lanes

- Removal or relocation of off-street or on-street parking spaces
- Adoption or modification of on-street parking or loading restrictions (including meters, time limits, accessible spaces, and preferential/reserved parking permit programs)
- Addition of traffic wayfinding signage
- Rehabilitation and maintenance projects that do not add motor vehicle capacity
- Addition of new or enhanced bike or pedestrian facilities on existing streets/highways or within existing public rights-of-way
- Addition of Class I bike paths, trails, multi-use paths, or other off-road facilities that serve non-motorized travel
- Installation of publicly available alternative fuel/charging infrastructure
- Addition of passing lanes, truck climbing lanes, or truck brake-check lanes in rural areas that do not increase overall vehicle capacity along the corridor

No new highways or additions of lanes to existing highways are planned in this RTP.

Mariposa County's RTP is a programmatic document that proposes goals and policies pertaining to the future of transportation in Mariposa County. It is intended to document transportation policy, actions, and funding recommendations that will meet the short- and long-term access and mobility needs of Mariposa County residents over the next twenty-five years. The RTP is designed to guide the systematic development of a comprehensive multi-modal transportation system for Mariposa County. Individual project details such as precise project locations, project timing, funding mechanisms, material types, types of equipment and ultimately construction drawings are currently not available. At such time that specific individual projects are implemented, the implementing agency will conduct site-specific CEQA analysis as necessary. Furthermore, implementation of the RTP would be required to comply with the goals and policies under the County's General Plan, County Community Plans, and other relevant regulatory documents.

Adoption of the RTP alone would not create any transportation impacts because specific development is not being proposed under this RTP and it would not authorize any development. Therefore, there is a ***less than significant impact***.

Mitigation Measures: None are required.

XVIII. TRIBAL CULTURAL RESOURCES

	Potentially Significant Impact	Less than Significant With Mitigation Incorporation	Less than Significant Impact	No Impact
Would the project:				
a. Would the project cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is:				
i) Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code section 5020.1(k), or	☐	☐	☐	☒
ii) A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1. In applying the criteria set forth in subdivision (c) of Public Resource Code Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe.	☐	☐	☐	☒

RESPONSES:

Would the project cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is:

a. Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code section 5020.1(k), or

b. A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1. In applying the criteria set forth in subdivision (c) of Public Resource Code Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe.

No Impact. Potentially affected Tribes were formally notified of this project during development of the RTP and were given the opportunity for further consultation on the project. As of May 2023, no Tribes have provided a formal response.

The proposed adoption of the RTP would not result in any physical changes, but future development of project components contained in the RTP could potentially impact tribal resources. Although most of the potential project components would occur within existing right of way and outside of culturally sensitive areas, it is conceivable that ground disturbance from potential road widenings, bridge work, a new trail or similar projects could occur near sensitive areas. Individual projects would be subject to site-specific environmental review, at which time the implementing agency would identify the potential impacts to Tribal resources.

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will conduct site-specific CEQA analysis as necessary. Furthermore, implementation of the RTP would be required to comply with the goals and policies under the County's General Plan, County Community Plans, and other relevant regulatory documents.

Adoption of the RTP alone would not create any Tribal resource impacts because specific development is not being proposed under this RTP and it would not authorize any development. Therefore, there is ***no impact***.

Mitigation Measures: None are required.

XIX. UTILITIES AND SERVICE SYSTEMS

Would the project:

	Potentially Significant Impact	Less than Significant With Mitigation Incorporation	Less than Significant Impact	No Impact
a. Require or result in the relocation or construction of new or expanded water, wastewater treatment or storm water drainage, electric power, natural gas, or telecommunications facilities, the construction or relocation of which could cause significant environmental effects?	☐	☐	☐	☒
b. Have sufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry and multiple dry years?	☐	☐	☐	☒
c. Result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?	☐	☐	☐	☒
d. Generate solid waste in excess of State or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals?	☐	☐	☐	☒
e. Comply with federal, state, and local management and reduction statutes and regulations related to solid waste?	☐	☐	☐	☒

RESPONSES:

a. Require or result in the relocation or construction of new or expanded water, wastewater treatment or storm water drainage, electric power, natural gas, or telecommunications facilities, the construction or relocation of which could cause significant environmental effects?

b. Have sufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry and multiple dry years?

c. Result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?

d. Generate solid waste in excess of State or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals?

e. Comply with federal, state, and local management and reduction statutes and regulations related to solid waste?

No Impact. The proposed adoption of the RTP would not result in direct physical changes, however future development of project components contained in the RTP (roadway projects, trails, bridges, small structures, etc.) could potentially increase utility use (water) during construction and for potential landscaping, once constructed. Construction of the individual RTP projects would also likely result in the generation of solid waste. Individual projects would be subject to site-specific environmental review, at which time the implementing agency would identify the potential utility impacts.

Mariposa County's RTP is a programmatic document that proposes goals and policies pertaining to the future of transportation in Mariposa County. It is intended to document transportation policy, actions, and funding recommendations that will meet the short- and long-term access and mobility needs of Mariposa County residents over the next twenty-five years. The RTP is designed to guide the systematic development of a comprehensive multi-modal transportation system for Mariposa County. Individual project details such as precise project locations, project timing, funding mechanisms, material types, types of equipment and ultimately construction drawings are currently not available. At such time that specific individual projects are implemented, the implementing agency will conduct site-specific CEQA analysis as necessary. Furthermore, implementation of the RTP would

be required to comply with the goals and policies under the County's General Plan, County Community Plans, and other relevant regulatory documents.

Adoption of the RTP alone would not create any utility impacts because specific development is not being proposed under this RTP and it would not authorize any development. Therefore, there is ***no impact***.

Mitigation Measures: None are required.

XX. WILDFIRE

If located in or near state responsibility areas or lands classified as very high fire hazard severity zones, would the project:	Potentially Significant Impact	Less than Significant With Mitigation Incorporation	Less than Significant Impact	No Impact
a. Substantially impair an adopted emergency response plan or emergency evacuation plan?	☐	☐	☐	☒
b. Due to slope, prevailing winds, and other factors, exacerbate wildfire risks, and thereby expose project occupants to, pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire?	☐	☐	☐	☒
c. Require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment?	☐	☐	☐	☒
d. Expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes?	☐	☐	☐	☒

RESPONSES:

a. Substantially impair an adopted emergency response plan or emergency evacuation plan?

b. Due to slope, prevailing winds, and other factors, exacerbate wildfire risks, and thereby expose project occupants to, pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire?

c. Require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment?

d. Expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes?

No Impact. The proposed adoption of the RTP would not result in direct physical changes, however future development of project components contained in the RTP (roadway projects, trails, bridges, small structures, etc.) could potentially be impacted by wildfires and/or impact wildfires. Individual projects would be subject to site-specific environmental review, at which time the implementing agency would identify the potential wildfire impacts.

Mariposa County's RTP is a programmatic document that proposes goals and policies pertaining to the future of transportation in Mariposa County. It is intended to document transportation policy, actions, and funding recommendations that will meet the short- and long-term access and mobility needs of Mariposa County residents over the next twenty-five years. The RTP is designed to guide the systematic development of a comprehensive multi-modal transportation system for Mariposa County. Individual project details such as precise project locations, project timing, funding mechanisms, material types, types of equipment and ultimately construction drawings are currently not available. At such time that specific individual projects are implemented, the implementing agency will conduct site-specific CEQA analysis as necessary. Furthermore, implementation of the RTP would be required to comply with the goals and policies under the County's General Plan, County Community Plans, and other relevant regulatory documents.

Adoption of the RTP alone would not create any wildfire impacts because specific development is not being proposed under this RTP and it would not authorize any development. Therefore, there is ***no impact***.

Mitigation Measures: None are required.

XXI. MANDATORY FINDINGS OF SIGNIFICANCE

Would the project:

	Potentially Significant Impact	Less than Significant With Mitigation Incorporation	Less than Significant Impact	No Impact
a. Does the project have the potential to substantially degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, substantially reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?	☐	☐	☒	☐
b. Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)?	☐	☐	☒	☐
c. Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?	☐	☐	☒	☐

RESPONSES:

a. Does the project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?

Less than Significant Impact. The analyses of environmental issues contained in this Initial Study indicate that the proposed Project is not expected to have substantial impact on the environment or on any resources identified in the Initial Study.

b. Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)?

Less than Significant Impact. CEQA Guidelines Section 15064(i) states that a Lead Agency shall consider whether the cumulative impact of a project is significant and whether the effects of the project are cumulatively considerable. The assessment of the significance of the cumulative effects of a project must, therefore, be conducted in connection with the effects of past projects, other current projects, and probable future projects. Due to the nature of the Project and consistency with environmental policies, incremental contributions to impacts are considered less than cumulatively considerable. The proposed Project would not contribute substantially to adverse cumulative conditions, or create any substantial indirect impacts (i.e., increase in population could lead to an increase need for housing, increase in traffic, air pollutants, etc.). The impact is ***less than significant***.

c. Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?

Less than Significant Impact. The analyses of environmental issues contained in this Initial Study indicate that the project is not expected to have substantial impact on human beings, either directly or indirectly.

Chapter 4

List of Preparers

LIST OF PREPARERS AND CONSULTATIONS

List of Preparers of the CEQA Document

Crawford & Bowen Planning, Inc.

- Travis Crawford, AICP, Principal Environmental Planner
- Deepesh Tourani, Environmental Planner

Persons and Agencies Consulted for the CEQA Document

Fehr & Peers

- Rod Brown

Appendices

Appendix A

Mariposa County Regional Transportation Plan

APPENDIX A: REGIONAL TRANSPORTATION PLAN CHECKLIST

(Revised December 2016)

(To be completed electronically in Microsoft Word format by the RTPA and submitted along with the draft and final RTP to Caltrans)

Name of RTPA: Mariposa County Local Transportation Commission

Date Draft RTP Completed: July 11, 2023

RTP Adoption Date: September 19, 2023

What is the Certification Date of the Environmental Document (ED)? September 19, 2023

Is the ED located in the RTP or is it a separate document? Separate document

By completing this checklist, the RTPA verifies the RTP addresses all of the following required information within the RTP.

Regional Transportation Plan Contents

General

	Yes/No	Page #
1. Does the RTP address no less than a 20-year planning horizon? (23 CFR 450.322(a))	Yes	1
2. Does the RTP include both long-range and short-range strategies/actions? (23 CFR 450.324(b) "Should" for RTPAs)	Yes	1, 51, 66
3. Does the RTP address issues specified in the policy, action and financial elements identified in California Government Code Section 65080?	Yes	21, 51, 83
4. Does the RTP include Project Intent i.e. Plan Level Purpose and Need Statements?	Yes	1, 41

Consultation/Cooperation

	Yes/No	Page #
1. Does the RTP contain a documented public involvement process that meets the requirements of Title 23, CFR part 450.210(a)?	Yes	38, App. B
2. Does the documented public involvement process describe how the RTPA will seek out and consider the needs of those traditionally underserved by the existing transportation system, such as low-income and minority households, who may face challenges accessing employment and other services? (23 CFR 450.210(a)(1)(viii))	Yes	38, App. B
3. Was a periodic review conducted of the effectiveness of the procedures and strategies contained in the participation plan to ensure a full and open participation process? (23 CFR part 450.210(a)(1)(ix))	Yes	2
4. Did the RTPA consult with the appropriate State and local representatives including representatives from environmental and economic communities; airport; transit; freight during the preparation of the RTP? (23 CFR 450.316(b) "Should" for RTPAs)	Yes	2
3. Did the RTPA who has federal lands within its jurisdictional boundary involve the federal land management agencies during the preparation of the RTP? (23 CFR 450.216(j))	Yes	2
6. Where does the RTP specify that the appropriate State and local agencies responsible for land use, natural resources, environmental protection, conservation and historic preservation consulted? (23 CFR part 450.216(j))	Yes	2

7. Did the RTP include a comparison with the California State Wildlife Action Plan and (if available) inventories of natural and historic resources? (23 CFR part 450.216(j))	Yes	24, 31, 33
8. Did the RTPA who has a federally recognized Native American Tribal Government(s) and/or historical and sacred sites or subsistence resources of these Tribal Governments within its jurisdictional boundary address tribal concerns in the RTP and develop the RTP in consultation with the Tribal Government(s)? (23 CFR part 450.216(i))	Yes	3
9. Does the RTP address how the public and various specified groups were given a reasonable opportunity to comment on the plan using the public involvement process developed under 23 CFR part 450.210(a)? (23 CFR 450.210(a)(1)(iii))	Yes	2, 38
10. Does the RTP contain a discussion describing the private sector involvement efforts that were used during the development of the plan? (23 CFR part 450.210(a))	Yes	2
11. Is the RTP coordinated and consistent with the Public Transit-Human Services Transportation Plan? (23 CFR part 450.208(h))	Yes	28
12. Were the draft and adopted RTP posted on the Internet? (23 CFR part 450.216(o))	Yes	2
13. If the RTPA made the election allowed by Government Code 65080(b)(2)(M) to change the RTP update schedule (from 5 to 4 years) and change the local government Housing Element update schedule (from 5 to 8 years), was the RTP adopted on the estimated date required to be provided in writing to State Department of Housing and Community Development pursuant to Government Code 65588(e)(5) to align the Regional Housing Need Allocation planning period established from the estimated RTP adoption date with the local government Housing Element planning period established from the actual RTP adoption date?	NA	NA

Modal Discussion

	Yes/No	Page #
1. Does the RTP discuss intermodal and connectivity issues?	Yes	46, 79
2. Does the RTP include a discussion of highways?	Yes	43, 53-59, 63
3. Does the RTP include a discussion of mass transportation?	Yes	44, 67-69
4. Does the RTP include a discussion of the regional airport system?	Yes	45, 73-74
5. Does the RTP include a discussion of regional pedestrian needs?	Yes	44, 71-72
6. Does the RTP include a discussion of regional bicycle needs?	Yes	44, 71-72
7. Does the RTP address the California Coastal Trail? (Government Code 65080.1) (For MPOs and RTPAs located along the coast only)	NA	NA
8. Does the RTP include a discussion of rail transportation?	Yes	51
9. Does the RTP include a discussion of maritime transportation (if appropriate)?	NA	NA
10. Does the RTP include a discussion of goods movement?	Yes	46, 75-76

Programming/Operations

	Yes/No	Page #
1. Is the RTP consistent (to the maximum extent practicable) with the development of the regional ITS architecture? (23 CFR 450.208(g))	Yes	47, 78
2. Does the RTP identify the objective criteria used for measuring the performance of the transportation system?	Yes	49-50
3. Does the RTP contain a list of un-constrained projects?	Yes	App. C

Financial

	Yes/No	Page #
1. Does the RTP include a financial plan that meets the requirements identified in 23 CFR part 450.322(f)(10) (“Should” for RTPAs)	Yes	83
2. Does the RTP contain a consistency statement between the first 4 years of the fund estimate and the 4-year STIP fund estimate? (Government Code 65080(b)(4)(A))	Yes	84
3. Do the projected revenues in the RTP reflect Fiscal Constraint? (Government Code 65080(b)(4)(A))	Yes	84
4. Does the RTP contain a list of financially constrained projects? Any regionally significant projects should be identified. (Government Code 65080(4)(A))	Yes	66, App. C
5. Do the cost estimates for implementing the projects identified in the RTP reflect “year of expenditure dollars” to reflect inflation rates? (23 CFR part 450.324(f)(11)(iv)) (“Should” for RTPAs)	Yes	App. C
6. After 12/11/07, Does the RTP contain estimates of costs and revenue sources that are reasonably expected to be available to operate and maintain the freeways, highway and transit within the region? (65080(b)(4)(A) (23 CFR 450.324(f)(11)(i))	Yes	92
7. Does the RTP contain a statement regarding consistency between the projects in the RTP and the ITIP? (2016 STIP Guidelines Section 33)	Yes	66
8. Does the RTP contain a statement regarding consistency between the projects in the RTP and the FTIP? (2006 STIP Guidelines section 19)	Yes	66

Environmental

	Yes/No	Page #
1. Did the MPO/RTPA prepare an EIR or a program EIR for the RTP in accordance with CEQA guidelines?	Yes	1
2. Does the RTP contain a list of projects specifically identified as TCMs, if applicable?	NA	NA
3. Does the RTP specify mitigation activities? (23 CFR part 450.216(k))	No	NA
4. Where does the EIR address mitigation activities?	No	NA
5. Did the MPO/RTPA prepare a Negative Declaration or a Mitigated Negative Declaration for the RTP in accordance with CEQA guidelines?	Yes	1
6. Does the RTP specify the TCMs to be implemented in the region? (federal nonattainment and maintenance areas only)	NA	NA

I have reviewed the above information and certify that it is correct and complete.

(Must be signed by RTPA Executive Director or designated representative)

Shannon Hansen, MCLTC - Executive Director

Date

APPENDIX B: PUBLIC OUTREACH SUMMARY & MATERIALS

Date: December 6, 2022

To: Jeannie Morvay-Clayton, Mariposa County

From: Sonia Anthoine and Rod Brown, AICP, PTP, RSP$_1$, Fehr & Peers

Subject: Community Engagement Efforts for the Mariposa County Regional Transportation Plan Update

RS22-4183

Introduction

Public involvement is a major component of the transportation planning process. Every person in Mariposa County is affected by transportation and therefore is an important part of the transportation planning process and the Mariposa County Regional Transportation Plan (RTP) update.

Public input on transportation needs and concerns was solicited via an online survey and by in-person outreach at local events. Information about the survey and events and the input gathered, are summarized below. The results of this public participation will be used to help identify issues and solutions to be incorporated into the RTP update.

Online Survey

An online survey accessible from phones, tablets, and computers was created using the Microsoft Forms platform. The survey was publicized on the Mariposa County website, on Facebook, and at the Mariposa Farmers' Market as described in more detail below. Information on how to access the survey via QR code and web link were also mailed to every household in Mariposa County (roughly 7,850 households). Outreach materials are included in Appendix A.

The survey solicited input about how people travel in the county, what they like about travelling in the county, and transportation improvements they would like to see implemented. The survey also requested demographic information about the survey respondents. The survey had a three-month response period, opening in mid-August 2022 and closing late November 2022. 172 responses were received by November 27, 2022.

Demographically, most respondents were greater than 65 years old, and 67 percent identified as women. 73 percent of respondents live in the 95338 zip code (Mariposa, Bear Valley, Bootjack, and adjacent areas), and 6 percent live in the 95306 zip code (Catheys Valley and adjacent areas).

Concerns identified in the survey included the following:

- Respondents were most pleased by the general lack of congestion on Mariposa County roadways.
- Not feeling safe on roads in the County prevents respondents from walking and biking more.
- Respondents expressed lack of knowledge about the local transit/paratransit system (Mari-Go and Medi-Trans)
- Lack of connections to desired destinations and inconvenient scheduling prevent many respondents from using transit. Current transit riders identified the same issues.
- Drivers were generally satisfied by the condition of State highways but dissatisfied by the condition of local roads. They were also concerned about safety on State highways.
- Pedestrians had concerns with missing sidewalks and uneven sidewalks, overgrown vegetation, or missing curb cuts.
- Bicyclists were concerned by the lack of bicycling infrastructure, poor road and shoulder conditions, the lack of respect they receive from drivers, and a lack of secure bicycle parking.
- Respondents with children attending local schools felt there were insufficient safe bicycling and pedestrian routes for students to get to school.
- Respondents were willing to pay more for better transportation facilities.
- Respondents were concerned by air pollution and greenhouse gas emissions.
- General comments included:
    - Desire for more streetlights
    - Desire for more bicycle and pedestrian facilities, including trails
    - Desire for better transit services
    - User approval of Medi-Trans services

Detailed survey results are provided in Appendix B.

Farmers' Market Booth

To meet people where they are, rather than requiring them to come to meeting specifically for the RTP update, project staff hosted a booth at the Mariposa Farmers' Market on August 24, 2022, and October 26, 2022. These events provided the opportunity for engagement from a broader cross-section of the public than that which would attend a typical project-specific public meeting. Materials used in the booths, including posters, handouts, and comment cards, are included in Appendix C.



Mariposa County RTP booth at the Mariposa Farmers' Market (August 24, 2022).

At the booths, Mariposa County and consultant staff discussed the RTP update process with the public, solicited input through voting on priority posters comment cards, and directed the public to the online survey. Across the two dates, staff had interactions with approximately 40 people. Top concerns identified during these events included:

- Improved pedestrian facilities were requested by several attendees, especially in and surrounding the town of Mariposa.
- Transit users were pleased by YARTS service and its employees; however, fees were considered by some to be cost-restrictive.
- Bicyclists desired "Share the Road" signs on highways and other major roads.
- Lack of guardrails on outside curves of facilities with big drop-offs and lack of shoulders on several major roadways were identified as serious driving issues.
- Roundabouts were suggested for intersections in the town of Mariposa.
- More turnouts or passing lanes for bicyclists and other vehicles were suggested near Triangle.

The materials provided at the farmer's market and comment notes are provided in Appendix C.

FEHR PEERS

Appendix A: Outreach Materials

Survey Notice



Survey Respondents Needed: Tell us what you think about transportation in Mariposa County!

The Mariposa County Local Transportation Commission is updating the Regional Transportation Plan. The Plan is a document required by California State law that includes policies, actions, and funding strategies designed to maintain and improve the regional transportation system within the County.

You can help by taking the Mariposa County Regional Transportation Plan survey. Your participation will help determine and prioritize future transportation improvements throughout the County.
In the survey, you can tell us things like:

- What do you like most about transportation in Mariposa County?
- How do you feel about the current condition of local roads?
- Do you feel safe and comfortable walking or biking within the County?
- Do you use the bus to get around the County?

To take the survey, please visit https://bit.ly/MCRTP22 or use the QR code.

Thanks for your help in planning the future of transportation in Mariposa County!

For more information please contact:

Jeannie Morvay-Clayton, Mariposa County Department of Public Works
Phone: 209-966-5356 x156 Email: jclayton@mariposacounty.org

County Website Posting



Mariposa County Regional Transportation Plan Update

The Mariposa County Local Transportation Commission is updating the Regional Transportation Plan. The Plan is a document required by California State law that includes policies, actions, and funding strategies designed to maintain and improve the transportation system within the County. The plan covers all modes of transportation, including driving, walking, biking, and transit.

The County is seeking public input for the plan. **You can help by letting us know your thoughts about transportation in the County.** We want to hear your thoughts on topics such as:

- What do you like most about transportation in Mariposa County?
- How do you feel about the current condition of local roads?
- Do you feel safe and comfortable walking or biking within the County?
- Do you use the bus to get around the County?

There are two ways you can give us your input:

- **Attend the Mariposa County Regional Transportation booth at the Mariposa Farmer's Market!**
  - When: Wednesday, August 24, 2022, 5:00-6:30 PM
  - Where: Mariposa County Farmer's Market, 5029 Stroming Road, Mariposa
  - We will have posters describing the plan process and maps of local transportation infrastructure to give your input
- **Take the Mariposa County Regional Transportation Plan survey**
  - Visit https://bit.ly/MCRTP22
  - Take the online survey to let us know your thoughts on driving, walking, biking, and taking the bus *by November 4, 2022*.

Information about the plan will be posted on this page as the plan is developed. Please come back to stay informed about the process and how you can stay involved. A high-level schedule for the plan is below.

Summer & Fall 2022: Public outreach, data collection, and analysis
Winter & Spring 2023: Prepare, present, and review the draft Regional Transportation Plan
Summer 2023: Incorporate inputs and release the final Regional Transportation Plan

For more information please contact:

Jeannie Morvay-Clayton
Mariposa County Department of Public Works
209-966-5356 x156
jclayton@mariposacounty.org

Facebook Post



Postcard Mailer





WHAT MOVES YOU?





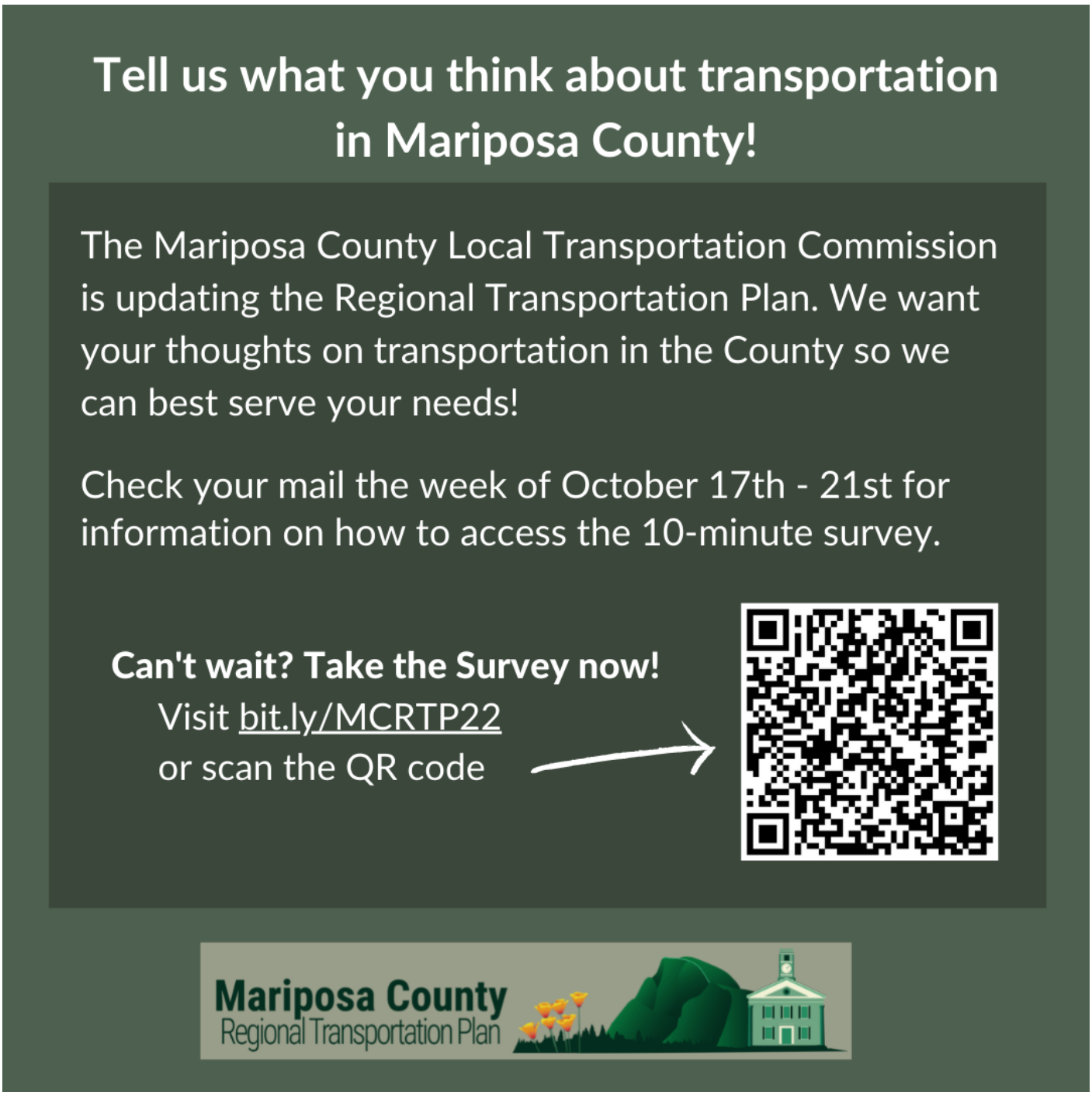
The Mariposa County Local Transportation Commission is updating the Regional Transportation Plan.

Help determine and prioritize future transportation improvements throughout the County by **sharing your thoughts today.**

To take the survey, please visit: https://bit.ly/MCRTP22 or scan the QR code

Mariposa County
Regional Transportation Plan

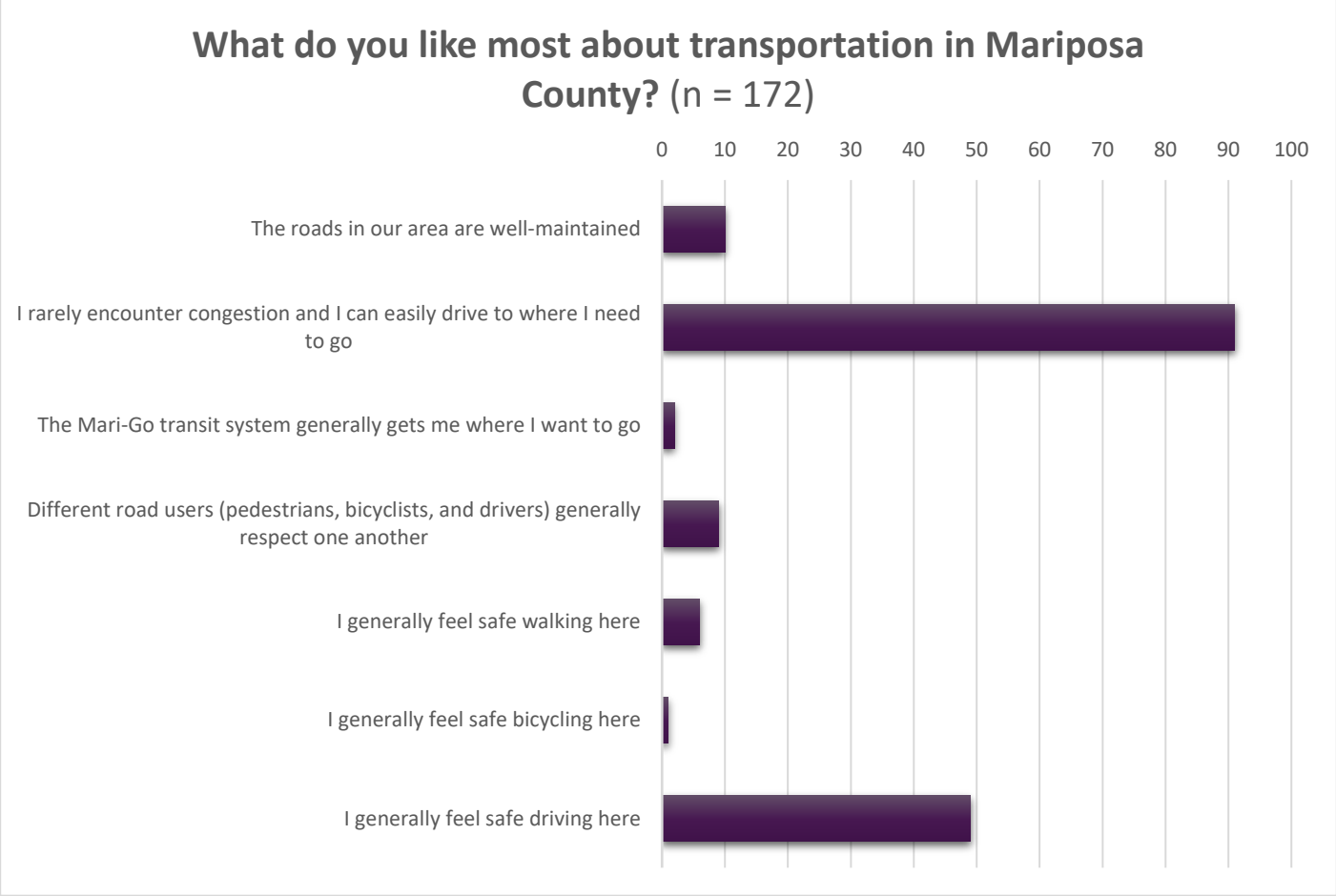
Mailer Notice

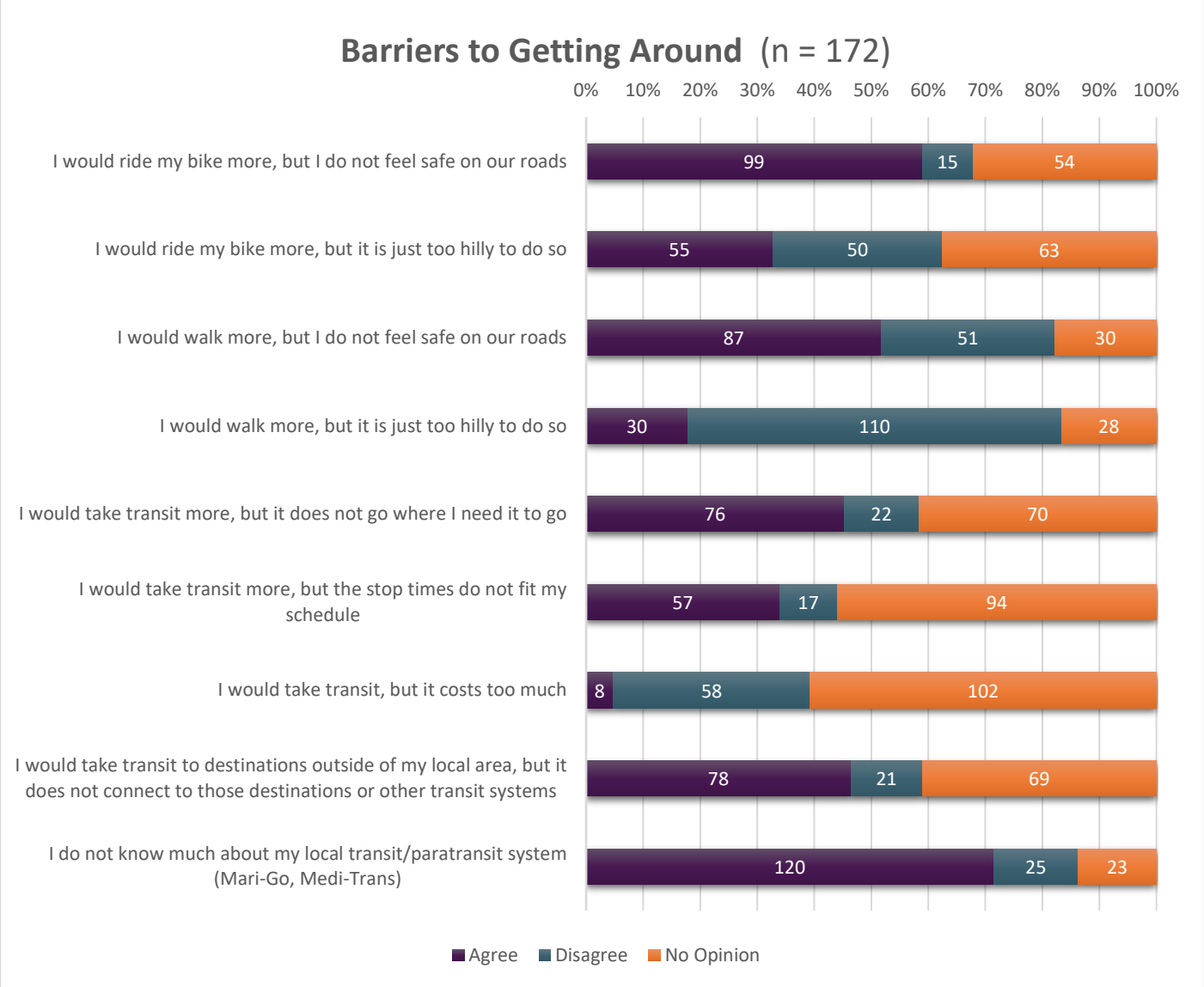


Appendix B: Online Survey Results

Responses collected August 17, 2022, to November 27, 2022.

Responses




Barriers to Getting Around (n = 172)
0%
10%
20%
30%
40%
50%
60%
70%
80%
90%
100%
I would ride my bike more, but I do not feel safe on our roads
99
15
54
I would ride my bike more, but it is just too hilly to do so
55
50
63
I would walk more, but I do not feel safe on our roads
87
51
30
I would walk more, but it is just too hilly to do so
30
110
28
I would take transit more, but it does not go where I need it to go
76
22
70
I would take transit more, but the stop times do not fit my schedule
57
17
94
I would take transit, but it costs too much
8
58
102
I would take transit to destinations outside of my local area, but it does not connect to those destinations or other transit systems
78
21
69
I do not know much about my local transit/paratransit system (Mari-Go, Medi-Trans)
120
25
23
Agree
Disagree
No Opinion

Please list any other barriers to getting around not listed above.

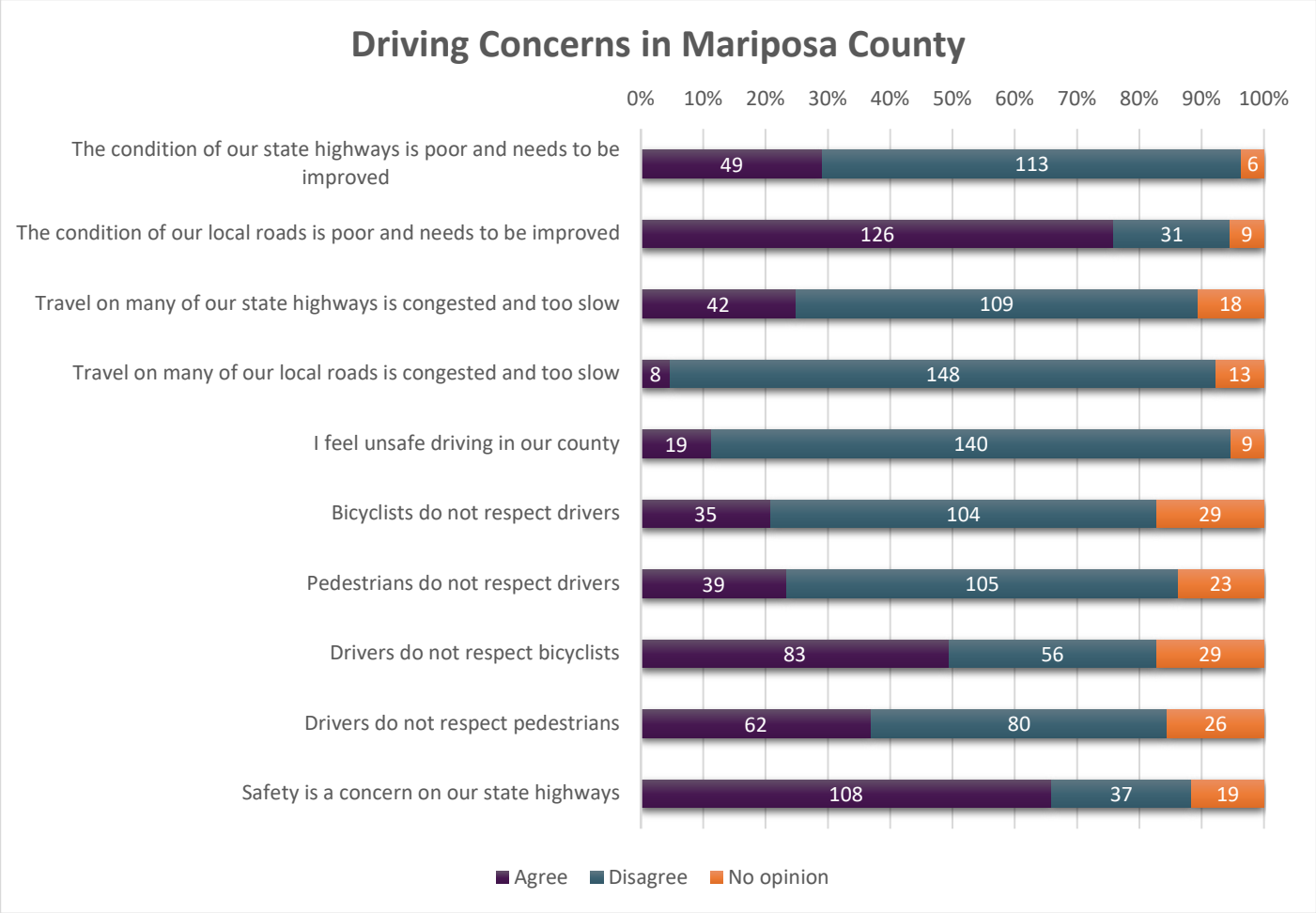
- They need bigger ADA vans more drivers weekend service
- Senior have parking issues with the Farmers Market.
- Lack of sidewalks in/around town and lack of public transit directly between Mariposa and Fresno are the biggest issues. Bike lanes or dedicated bike & walking paths would be amazing but obviously more difficult/expensive…
- I am very disabled.
- length of time to get places on public transit is a barrier. Concerns about cleanliness - pandemic related and just other people generally.
- You have to adjust to their times only.
- West Whitlock Rd. One land and people drive to fast to walk since it was paved and ride bikes.
- First question assumes one of these choices is appropriate for everyone. How about none of the above or remove the mandatory requirement to answer. Inconsistent scheduling. Lack of transport options outside of the town. Lack of information on available transport (don't have FB, nor will I). Buss too small & can't bring service animal. Nothing after 5pm or on the weekends when it's needed the most. Cost prohibitive for a simple trip to town and back home for groceries that I can barely afford now.
- TRansporation is not available other than YARTS and this is not easy to use. For example, to get to fresno relatively impossible. any need to get to the Emergency room or other requires ambulance or availability of a friend.
- I live in El Portal
- I love taking Yarts but have been burned so often by my connections running late and getting stranded. Or making plans to go to Fresno and then realizing the bus no longer runs for the season. We need better transit!!!
- I appreciate having YARTS
- I would buy an electric vehicle but there aren't enough charging stations. Bike lanes or separate bike trails would improve safety.
- El Portal roads are in terrible condition. And there's really only one road - Foresta Rd. YARTS has poor sets of times to get from place to place.
- Horrible roads - greatly in need of road maintenance or replacement.
- I had no clue about a transit system in mariposa
- I hate bicyclist on our roads, there is no room and they cause unsafe conditions
- Many roads are poorly maintained with potholes and bumpy patches. Most roads do not have a shoulder for bicycles, or like the recent Hwy 49 RE-paving the shoulder is now dangerous for bikes because so many rocks guile up in it. The county no longer mows down the weeds along the highway, creating increased fire hazard for all
- Few and inadequate sidewalks. Many roads too narrow with no safe shoulders for bike riding.
- Dogs, shoulder overgrowth, poor road markings, poor visibility (overgrown foliage), poor road surfaces
- My neighborhood Roads not maintaine; Not enough sidewalks to walk on in town;
- Roads are naturally dangerous for bicycles.

- Lack of regularly scheduled public transit on a daily basis. Complete lack of speed enforcement on roads.
- lack of safe bike trails along major thoroughfares, e.g. between Ponderosa Basin and downtown Mariposa
- There are no regular schedules in out area. Unless you drive, you cannot get to nearby communities for groceries or small hardware, education (college), medical clinics, senior meals served at restaurant, etc.
- Better bike lanes and shoulders along county roads to enable walking and riding bikes. Rural roads are death traps for walkers and cyclists whether for travel or recreation. Lower speed limits on county roads would only slightly affect drivers but would make them MUCH safer for other users.
- No shoulders on most county roads for walking or cycling. Stupid rumble stripes on 49 and 140 make cycling much more hazardous than before they were put in. I know a lot of cyclists who have sadly given up riding in our county because of the rumble stripes.
- County roads not maintained and unsafe like Indian peak with too much brush on sides of the road and constant pot holes and cold patch on the road doesn't last
- The first question is a bit loaded. There are many things I like and are barriers. Aggressive drivers on County roads are a barrier.
- Cost of gas
- chronic driver vacancies due to high turnover, non competitive pay scale, lack of affordable housing and working conditions.
- Need a Yarts bus stop at Fish Camp Market. Also a bike path from Fish Camp to the South Gate
- Simple, several times each day, transit round trip to Oakhurst, Merced, Fresno.
- I use a wheelchai
- There are very few hiking trails outside Yosemite
- Northside needs more attention
- There is limited public transit in Mariposa. There is 1 taxi.
- It does not serve the north side at all! This is a huge disparity in our county.
- Don't want to use public transportation
- Cost of gas
- No bike lanes
- Safe and accessible sidewalks
- Lack of sidewalks
- I must use a walker and even so, I can't walk fast or run. Our town is very hard to navigate with a walker or wheelchair. I suggest you try it!
- Roads are in bad shape; bridges need to be replaced and updated desperately!
- I am not sure which areas of Mariposa these questions refer to. For example, I feel generally safe walking in some areas of the town of Mariposa, but not all. I don't really think of Mariposa as having a "transit" system, but I suppose YARTS, Mari-Go, Medi-Trans are what you mean? And by "getting around" do you mean across the entire county? Or just in the town? Sorry, I am getting too confused to be helpful.
- Yarts is not reliable at all.
- Impassable muddy roads.

- I live in Midpines and have a difficult time driving on the unpaved parts of Colorado Rd and Sherlock Rd. I've lived in Mariposa for over 40 and don't understand why these have never been paved!
- Transit to medical appointments out of the area are limited (ie Merced) are extremely costly if a patient need wheelchair accessibility (between250 and 600 per round trip and medicare doesn't reimburse or cover cost
- The layover time between YARTS and Amtrak is too long, which makes using YARTS to catch a train very difficult. Also, there should be a way to get to the Fresno Airport (FAT) from Mariposa.
- Mari-Go does not go outside the area. I typically need to go to the Mariposa AMTRAK or Fresno Airport stations
- I would use the Yarts bus more often if it went to- from Yosemite VC to Fresno airport year round!
- My car & vision are on last legs. I would like to be able to catch a transit that goes across 49S btwn Mariposa and Oakhurst and back. I use Yarts as can to reach and return from Merced, or Fresno via Oakhurst.
- I would prefer a designated walking and biking path that connects different areas
- not sufficient population to support Public transit
- I am not a transit user and unlikely to be in near future. I am lucky to be able to drive myself. I almost always find most transit systems inconvenient to use because of routing and timing. Question one should be setup as Yes/No.
- would like more bike paths as well as walking paths
- No sidewalks. No school bus stop nearby. Not enough school busses, routes can take hours.
- Roads are too narrow for safe biking.
- Safety while walking in areas with traffic to encampments near Human Service building and along the creek.
- We need more public transportation options - more busses! - and ones that connect to other options
- Staffing issues, fixed route contractor alters and misses schedule freuently
- Drivers driving too fast. No posted speed limits. No enforcement.
- Mari-go Fresno transit scheduling window requires very large advance scheduling. The whole Mari-go team is incredibly helpful and accommodating whenever they are able. It has been a real blessing to have.
- Drivers are not respectful of cyclists. The sidewalks in downtown are not pedestrian friendly and need to be improved on ALL streets.
- We are rural so driving is a must.
- It is not easy to locate transportation accommodations and available options. They should be advertises much more and in places that folks can see & easily access.
- Individuals that live out of town area such as Bootjack, Ponderosa Basin and Bear Valley need a route to assist them in coming to get groceries or visit the pharmacy.
- Potholes and excessive patching without re-pavement. Example: Old Toll Rd
- no safe bike or pedestrian trail to fairgrounds from or to town center
- Mad wife
- Too far
- The lack of shoulders for walking in rural areas is a hug deterrent for me.
- Distance-- both from origin to destination (for walk/bike) and to collection points (for transit); frequency of routes to help with the unpredictable; and a general preference for a personal vehicle

- Road Maintanance such as pulling ditches, cleaning out culverts, and grading prevents usage of some roads without 4 wheel drive. Other paved roads are so rough they reduce desire to travel down certain roads.
- It's not safe to walk or ride bikes in Mariposa County because the shoulders are too narrow, people drive too fast and cross the yellow and white lines way too often.
- It does not feel save to take longer transit trips, because of possible exposure to covid or flu.
- Congestion during summer months

The following questions about driving were only provided to respondents who said they drove in Mariposa County (n = 169).



Please list any other driving issues not listed above.

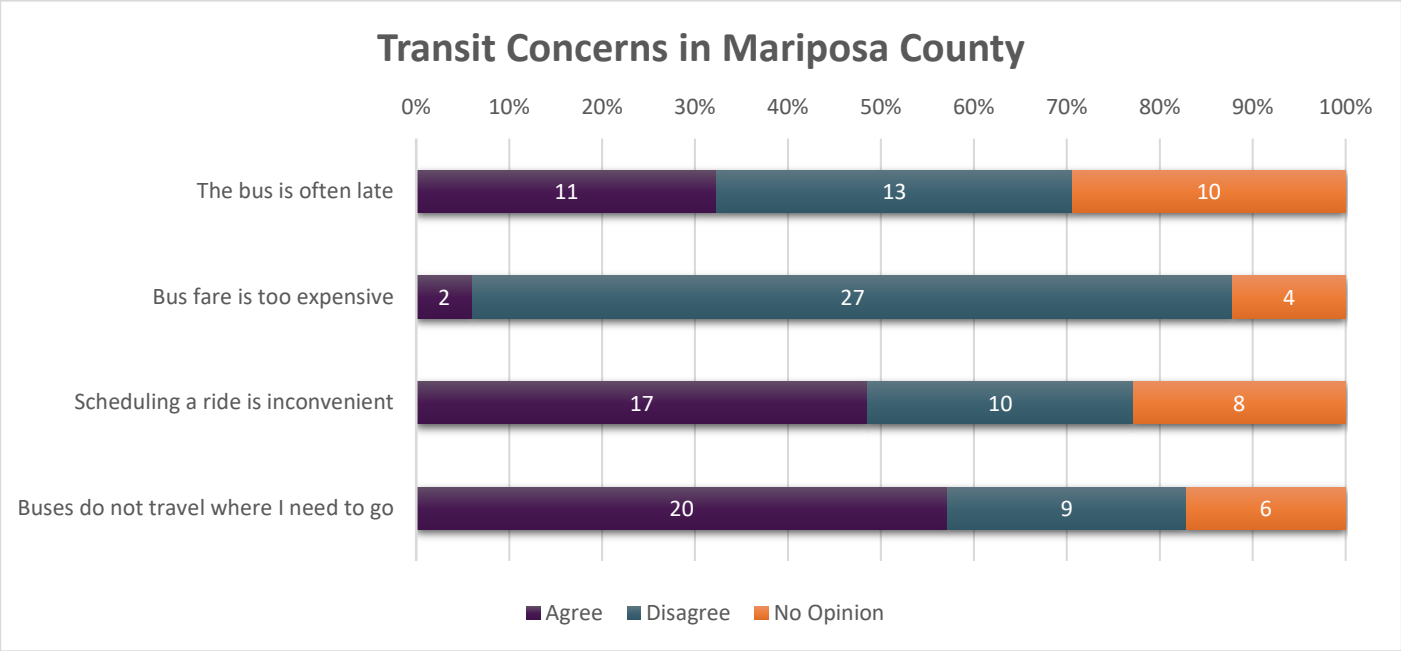
- some dirt roads need grading
- Roads are not repaired adequately so the craters continue to come back in the same places. Shoulders are not large enough to allow for safety on many roads - especially with semi truck traffic on many of our roads. I would like people to slow down for wildlife as well. Not sure how this can be addressed in the transit plan. Mariposa has significant wildlife that is part of its tourism draw and resident enjoyment. Tarantulas, snakes and migratory butterflies are among the species threatened by speed and careless driving. Dirt roads are also an air quality issue. People drive fast on them kicking up large amounts of dust. While I don't want a paved road, it could be helpful to explore other safe, non-toxic alternatives to keep dust down or modify the roads with traffic circles.
- J-walking, people not using turnouts not enough passing lanes.
- East Whitlock from Colorado to West Whitlock the road needs replaced. Speed limits posted E Whitlock and W Whitlock

- Poor driving habits. Passing on the right illegally at unmarked turns such as Woodland. U-Turn in business districts illegally. Passing on solid line separated highways illegally. Crossing center divider because they are on the phone! Most are issues with lack of proper law enforcement and old roads not designed for todays traffic and impatient drivers.
- People pull out onto highway 49south from side roads and then do not accelerate to the speed of traffic, which is 55. This causes dangerous conditions meaning that oncoming traffic must brake to avoid the slow going vehilcle.
- Drivers speed all the time. Cars are getting more and more dangerous as they get bigger and heavier. People are forced to drive until they are very old and shouldn't be driving anymore as a result of lack of transportation options
- The rumble strip between lanes is a good safety feature
- Too many construction and road closures
- People pass very unsafely on HWY 140 between Mariposa and El Portal.
- ROW areas are not maintained and greatly impacted by invasive weeds and vegetation - not only along the roadside, but also impacting line of sight.
- Bikes should not be on our highway,
- See issues listed on prior page
- Poor visibility (overgrowth), potholes, poor road markings, drivers crossing over the centerline, loose animals, wild animals, icy conditions
- Neighborhood roads are not locally maintained and not all of the neighbors can afford to pay for the road maintenance
- Roads and highways are too narrow for bicycles
- Inadequate infrastructure for safe walking and cycling.
- lack of lights at intersections between Hwy 49S and roads intersecting it (e.g. Triangle Rd, Chowchilla Mt Rd)
- Slow drivers seldom use turnouts. This should be enforced more.
- Too much speed. Speed on local roads should be reduced countywide unless posted otherwise. The 55mph default limit is too fast for a majority of our roads. People passing on double yellow is seriously out of control.
- Parmabelle road needs more than justpatch job...please repave
- Driving is easy (too easy) here except when there is road construction. I miss when the rural county roads were better for mixed use
- Many motorists are just fine, but the percentage of drivers who obviously despise cyclists being legally on the road is higher here at home than other places my wife and I ride around the state.
- County roads like Indian peak poorly maintained and narrow causing drivers to drive in oncoming lane which is unsafe!
- lack of passing lanes in enforcement of slow driver laws.
- Not enough room for bikes and pedestrians on sidewalks. I try to be safe when passing them but it would be better if the shoulders were wider.
- Bike lanes on our state highways are inconsistant and often non-existant or too narrow to be practical.

- The stupid curb things they put in on hwy 140.
- There are very few roads with paved shoulders
- There should be barriers on the William cell bridge so people can not jump off of it
- The well traveled roads such as Merced Falls road are in poor conditions.
- Easement roads are abominable . There 3-10 homes on every road paying taxes yet not getting care.
- NEED BIKE LANES PLEASE
- Drivers are not aware or understanding of bikers or peds and many blind curves where driver would not expect a biker or walker there.
- Hwy. 41 needs to be improved immediately! It needs more 4 lane sections!
- intersection of 49south and hwy140 with stop sign is significantly more congested then when there was a yield.
- The main drag is often congested with long delays even without construction occurring. I have seen Teslas coming into town near Spring Hill school site, passing cars on the downhill and crossing the double yellow lines due to their rush to get places. I was outraged but had no phone with me or license plate number, only a blue Tesla car.
- Colorado Rd and Sherlock Rd need to be paved!
- recent drivers traveling excessive speeds ...75mph and above
- Pedestrian and bicycle safety is an issue on state highways with inadequate shoulder
- Speeding - on 49S and 49N especially.
- Please teach pedestrians how to walk facing traffic on road shoulders.
- Lots of roadwork - it takes a long time to travel when there's one-lane & flagmen.
- People drive too fast. Nobody obeys the speed limit, going well over 10 mph faster consistently.
- New crosswalks block the view of pedestrians in crosswalks at the curb and it seems like pedestrians are just walking out in traffic because of the blocked view (poles, columns ect.)
- We need more public transportation options
- Inconsiderate drivers
- Roads and people are variable
- Speeding in residential areas. I live on Jones and even the cops speed! We don't have sidewalks and I'm out walking with two babies and a dog
- Should have had a "none of the above" choice in question #1
- All individuals need to follow the rules pedestrians, drivers of vehicles and motor cycles and bicyclists.
- Our state highways and local roads have narrow shoulders- dangerous for bicyclists and pedestrians, especially at nighttime without proper reflective clothing and/or lights.
- Drivers do not respect motorcyclists
- Some slow vehicles do not use turnouts; some drivers don't keep right in passing lane
- Some roads in the county could be improved (I'm looking at you, Buckeye!), but not all roads in general. Many of our roads in the county are in great shape!

- Maybe it is just me, but we need barriers on the 49 when u can just roll right off the mountain if a deer jumped in front of you. Also, Whitlock needs work. In an emergency situation getting out on west Whitlock would be a nightmare. Both west and east Whitlock need to be resurfaced. It's good up to Colorado but then it's bad. I think this is important because of fire crews access if God forbid we have a repeat of telegraph fire.
- Left hand turns across double yellow lines to enter into personal or business rural driveways.
- "Slow traffic must use pull outs" is not understood by tourists. This needs to be insisted upon for those of us commuting and not on vacation
- Safety concerns due mostly to curves and high consequences for mistakes.

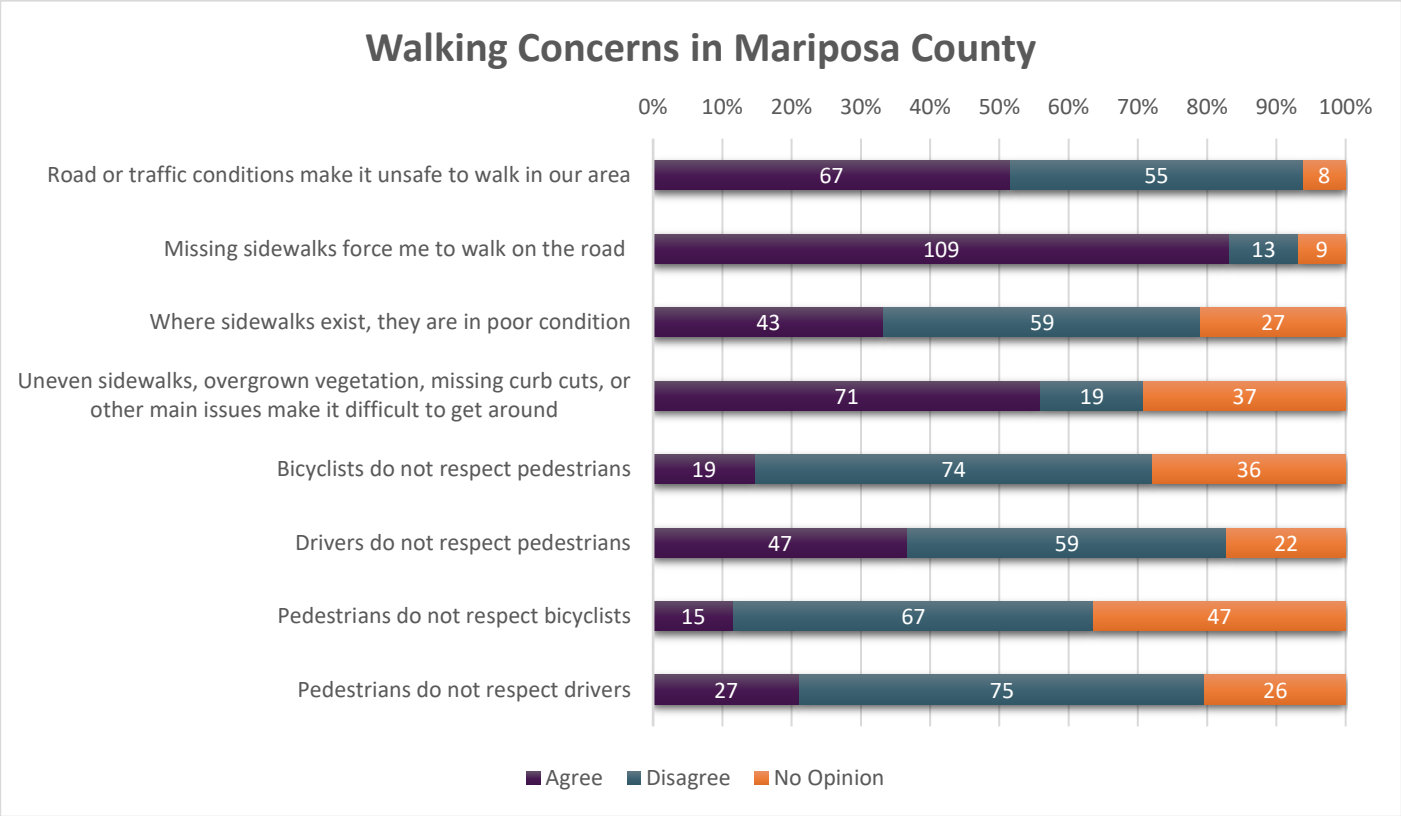
The following questions about transit were only provided to respondents who said they used transit in Mariposa County (n = 35).



Please list any other bus issues not listed above.

- the vehicles that are used are not designed to be driven on rural roads.
- Buses need to run more frequently and consistently! It's very hard to rely on buses when they are so infrequent.
- Bus takes too long
- Transportation to and from Yosemite as an employee is needed when the park is closed as employees are still required to work.
- Would be nice to have more YARTS service (to Oakhurst?)
- The schedule of Yarts to Merced doesn't meet all the times I would like to be able to use it more frequently. I would also like a frequent route to Oakhurst and Fresno.
- I've not been able to figure out how to use the Mari-go bus. Used it a couple of times after eye surgery, was hard to schedule.
- I would use charts more if you're around they traveled from Yosemite visitor center to Fresno airport.
- smaller buses?
- It would be nice if YARTS & the badger pass bus could coordinate times. The badger pass bus gets to the Valley after the last YARTS bus has left!
- More bus connections to the Fresno airport would be helpful, and a regular Wawona - Yosemite Valley Run too
- Yarts drivers are rude and unprofessional
- I don't commute and take the bus as much as I used to

The following questions about walking were only provided to respondents who said they walk in Mariposa County (n = 131).

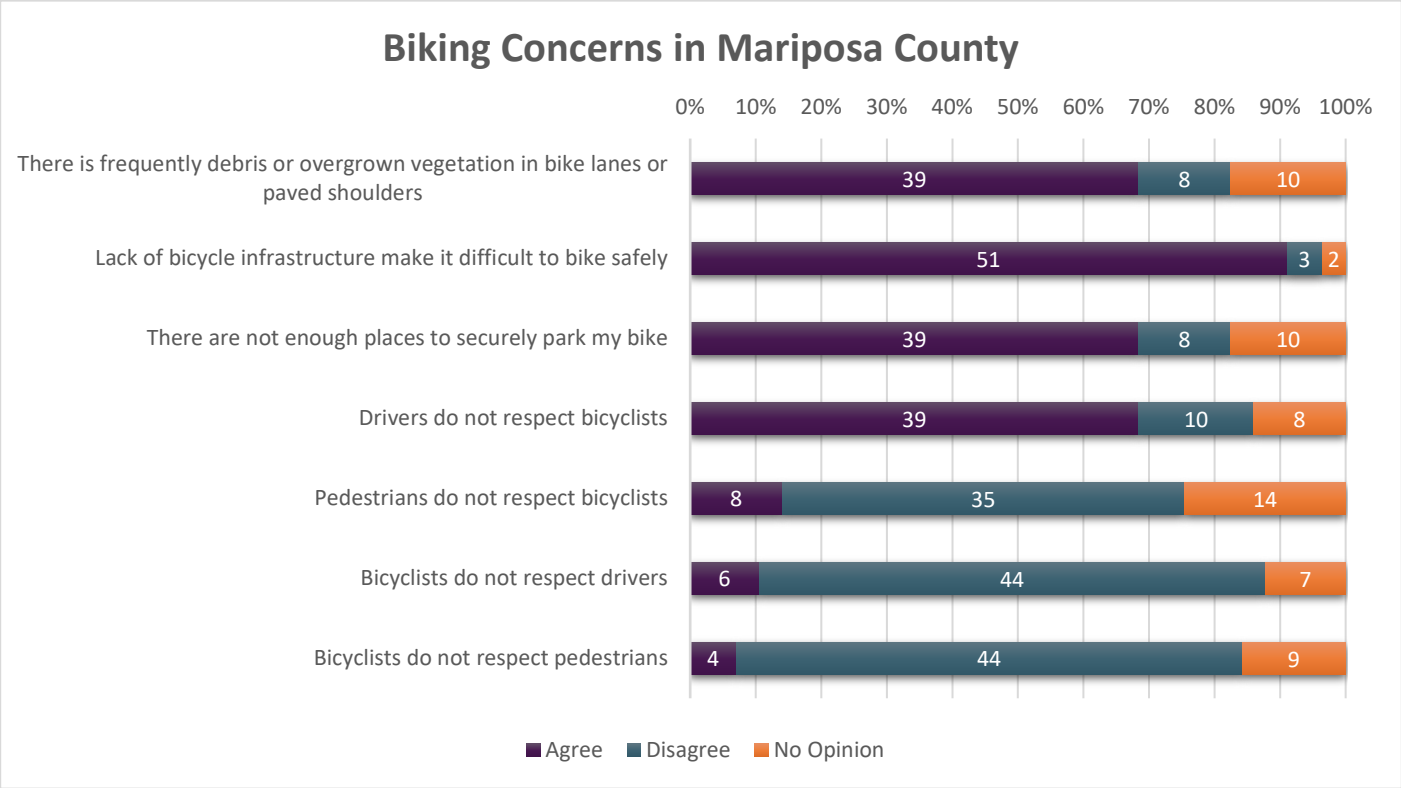


Please list any other walking issues not listed above.

- Outside of town, there are no sidewalks at all. I see people walking on main feeder roads for exercise walking in the road because there is no trail system or adequate shoulder. It is dangerous. Fortunately, the low volume of traffic helps make walking safer, but all you need is one texter to not pay attention.
- Walking is generally done on hiking trails and not on roads.
- What does pedestrians do not respect drivers mean?? Actions of people walking and biking are the result of the infrastructure they are using, not about whether they respect each other. If a pedestrian confidently enters a crosswalk and a car is forced to stop, does that mean they are not respecting the driver? It's called right of way, and it's typically the pedestrian 's. With bicycling, conflict is also typically a result of infrastructure. Bikes riding on the sidewalk because the streets are unsafe would be the main conflict reason.
- Sidewalks in El Portal would be really nice. Even narrow ones that only fit one person.
- Drivers drive too fast and don't stay in their lane
- Loose dogs
- There not enough sidewalks in Mariposa County town. It is unsafe to walk especially on highway 49 north where there are local businesses.
- lack of shoulders and overgrown vegetation along with drivers at unsafe speeds make any alternative forms of transport unsafe.

- Cars drive too fast when passing pedestrians.
- Walking along our rural roads is near-suicidal due to driver disrespect, high speeds, and the absence of shoulders, but I do it anyway. (It is safer in town but sidewalks are weirdly inconsistent, requiring walkers to choose between crossing a road in the middle of a block without a crosswalk,or continuing on a road or shoulder. The trails (creek walk, reservoir trail) are VERY nice but the connections to them need work.
- Some drivers disrespect pedestrians and bicyclist and create over all safety hazards. These are generally related to speed and or aggression. Pedestrian's can hear these drivers coming and step into the weeds it is more difficult for bicycles to get completely off the road.
- Blind corners, loose dogs
- shrubery (including poisen oak and high weeds that could hide a rattle snake) allowed to grow along road medians and even into edges of roads, forcing people to walk in center of roads
- Crosswalks and sidewalks on 49
- The town of Mariposa needs more sidewalks. The county needs more walking/hiking trails other than Yosemite.
- Cross walk and ramps near Pizza Factory need proper ADA devices on the ramps and areas entering the roads
- There are no sidewalks.
- Sidewalks are inconsistent, they start and end abruptly. No grass or trees/shrubs in between sidewalk and road. Awkward cross walks that don't cross all directions.
- High curbs make it difficult to navigate sidewalks using walker/wheelchair.
- We need more walking trails to town!
- Fast drivers in residential areas.
- No sidewalks and speeding drivers or blindspots make it a danger to walk in some places.
- I don't want sidewalks everywhere. We are a rural town. What we need instead are walkways and trails that are routed elsewhere and not on the side of a road. Sometimes such pathways can take a more direct route that a roadway. If walkways do need to follow a road, a safe space for walkers and bicyclist should be provided with a non-cement alternative. Non-roadside walkways can often take a more direct route and sometimes can be located in areas that provide a nature experiences aswell as a transportation corridor.
- Speeding is the most dangerous on our tight curves in the mountains, you have to dive for the bushes if anyone is cutting corners. Mostly Ben Hur, and 49 N areas.
- More walking trails would be helpful
- conditions vary; sidewalks are often discontinuous
- Inadequate lighting for walking during winter/after work hours/daylight savings.
- I walk only in town.
- the Chinese and some other foreign tourists do not know what a crosswalk is
- Lack of practical and recreational sidewalks/trails/routes in many areas of the county
- Walking along Highway 140 in Midpines does not always provide enough distance from the traffic, and off-highway walking is sometimes made more difficult by dumping of rocks by Caltrans.

The following questions about biking were only provided to respondents who said they biked in Mariposa County (n = 57).

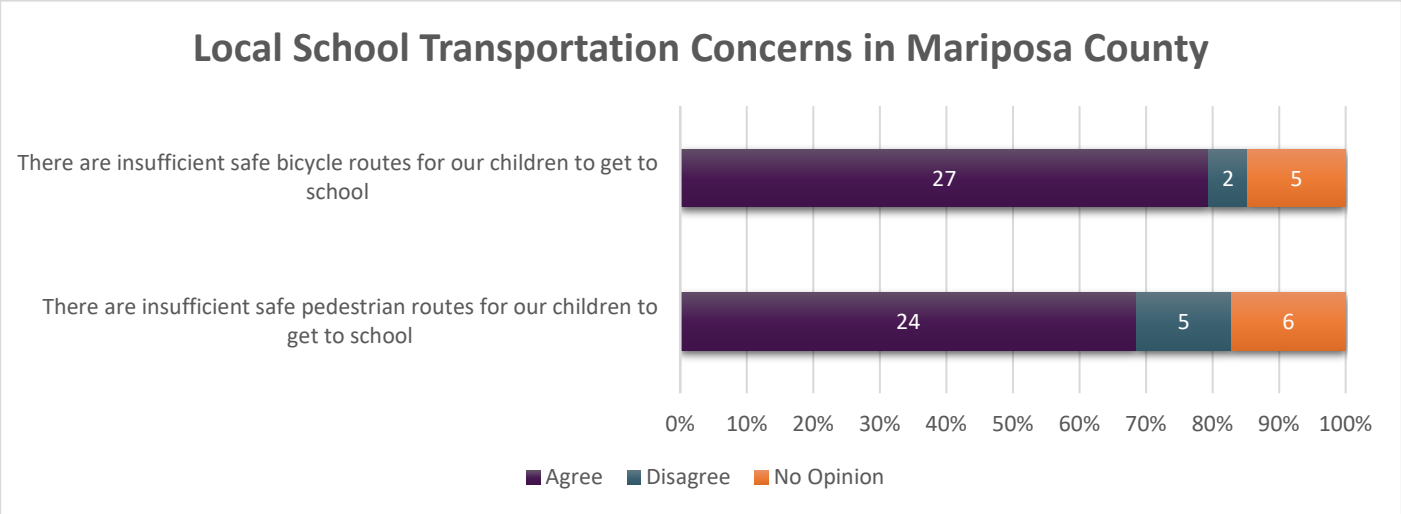


Please list any other biking issues not listed above.

- Town definitely needs bike racks!!
- For many roads, there are no shoulders. There is no safe biking route. Semi trucks barely fit on the feeder roads in the county. Not everyone follows rules for covering their load, or sometimes something flies off. It is dangerous.
- We need more separated and protected bikeways, or paths. Kids should be able and encouraged to bike to school. It would significantly help with congestion to not have the school pick up and drop off mayhem
- Blind corners and lack of shoulder are my biggest biking concerns, but I enjoy biking the low traffic roads in the county
- It's difficult to make extra lanes or bike lanes in a river canyon.
- Very few roads have paved shoulders for biking. The recent re-paving of Hwy 49 narrowed the shoulder and the "curb" causes rocks and debris to pile up in the shoulder making it dangerous for bikers. Hwy 49 - Trees aren't trimmed back
- Loose dogs, no shoulders, speeding drivers
- the first question about debris and overgrown vegetation is misleading as there are very very few shoulders of bike lanes to travel on
- Too many to list, many already mentioned. The "rumble stripes" along the highway made routes that are lovely but slightly risky into unusable death lanes. Debris is everywhere. Drivers are hateful.

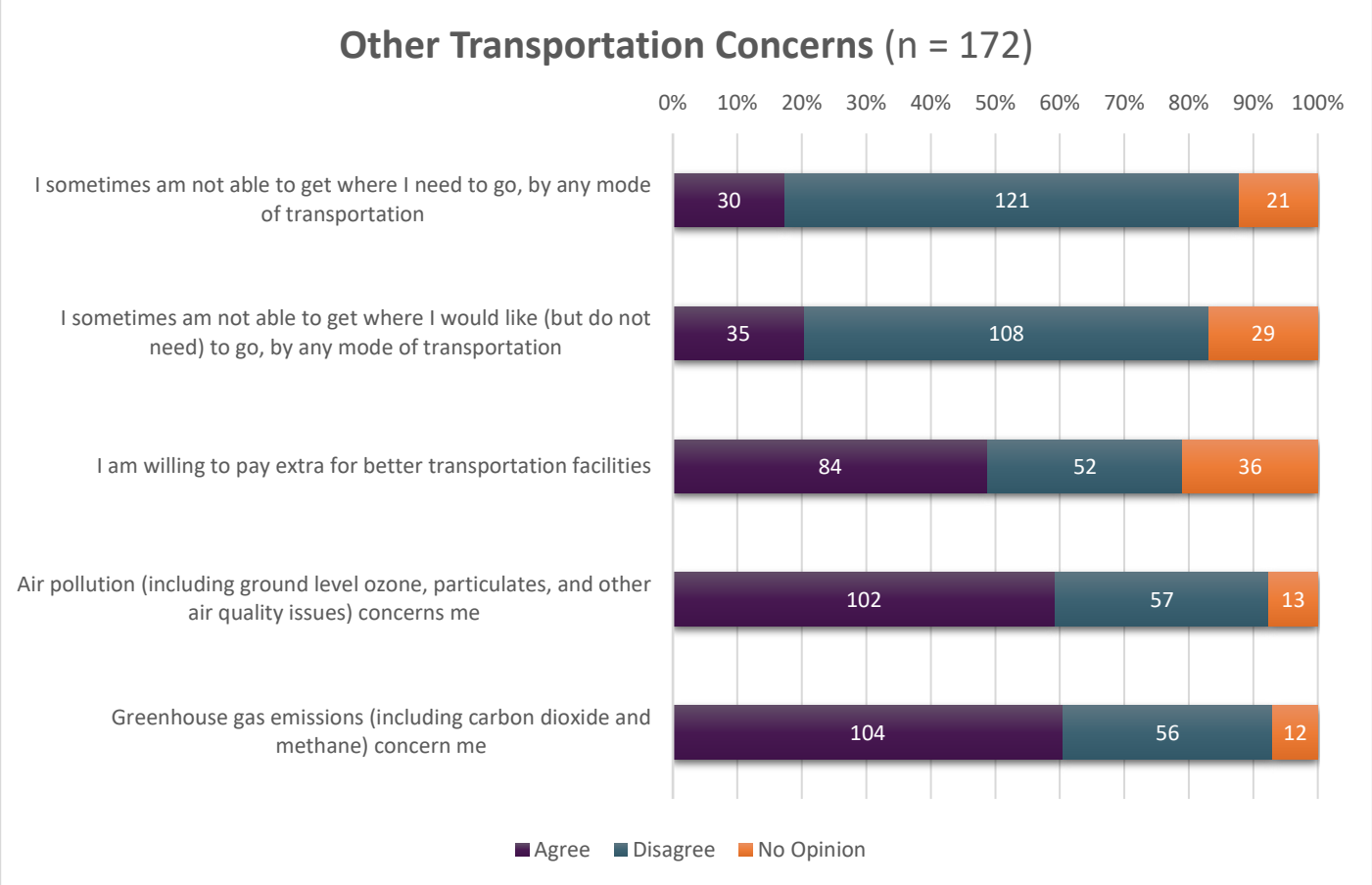
- Along Hwy 49 and 140 the often tiny paved shoulders are often filled with rocks, brush, or debris from car traffic and will force me to contend with traffic or the evil rumble stripes (which can cause bicycle crashes). I once hit an unseen rock in the "bike lane" coming down Big Spring Hill on Hwy 49 toward the fairgrounds. The rocks in the bike lane shredded my tire and sent me over the handlebars at about 40mph.
- Lack of paved bike lanes make safe biking difficult. See the above answer related to hazardous drivers. Another consideration is the use of pre-emergent salt based herbicides along county roads in early spring have created a space that favors salt tolerant, later emerging weeds along the shoulder. Particularly goat heads/puncture weed that are problematic for bicyclist. These seeds are spread by attaching them selves to car tires and a now prevent along most county roads. This adds another challenge to getting off the road for a bicyclist.
- Need more bike lanes on the main routes
- Roads are lacking paved shoulders and adequate signing for bicycles.
- Bike lanes should be built as protected bike lanes. Also rumble stops can cause serious injury to bikers, and are sometimes unmarked which scares me.
- NEED BIKE LANES
- Blind curves . Would be cool to have "bike routes" that even if they don't have bike lanes, have signs that inform drivers that it is a common bike route and they should watch out for cyclists.
- I would love to see more bike lanes /paths.
- More bike trails - how about a Wawona - Yosemite Valley and El Portal - Yosemite Valley bike path?
- No bike lanes

The following questions about school transportation were only provided to respondents who said they had students in their household who attend school in Mariposa County (n = 35).



Please list any other issues getting to school.

- Drivers drive too fast
- We need Crossing Guards at top of town and at 8th street.
- School bus is sometimes unreliable due to driver shortages.
- Bus routes insufficient.
- Not enough buses, no stop nearby, children often ride for hours.
- Kids would need to cross 140 with no crossing; distance makes walking or biking very difficult
- I believe the school district does the best they can with what they have, however the lack of close school bus stops necessitated me to change jobs because the bus routes would require my young children to walk a mile to the nearest pick up and then be on the bus for 1 hour.



Do you have other concerns about transportation in Mariposa County that have not been covered in previous questions?

- This may be tangential, but I would really like mechanized shoulder weed removal vs. pesticide.
- Road maintance could be better. Once upon a time we had an operational road department that filled in cracks and potholes. They even used to spray the road sides to keep the fire danger down!
- I hvre never heard of Mari-go... As far as I know there are zero transportation options to get to medical appointments or airport transport
- Bring back the trains. Help make Yosemite more accessible to people without cars. Encourage walkable communities.
- Would like YARTS to continue transportation when park is closed b/c employees still need to get to work.
- County should better support park and ride with YARTS to reduce congestion, improve visitor experience.
- I would like to see more and better maintenance of our county roads. I would like Mariposa to become more bike friendly. It is currently bike unfriendly..
- Road shoulders are not being kept clear, risking wildfire and safety.
- I wish traffic laws were better enforced
- Transportation options for Senior citizens seem lacking.

- Giving medical clinics and medical staff more information about the options available for transportation would be very helpful in connecting people with the transportation they need.
- A campaign to humanize cyclists in the eyes of motorists would be worthwhile if effective. Paving shoulders to 2-4' widths with fog lines devoid of rumble stripes would be fantastic!
- I've noticed several bridges is disrepair.
- Too high a vacancy rate so that turn downs for requests to get to medical appointments often turned down.
- Yarts stop at Fish Camp Market (south) and White Chief Mountain turn out (north) would encourage fewer cars entering the Park.
- Too many unmaintained roads that should be paved (like Allred Rd). This is a safety concern especially for evacuations and public safety.
- Sidewalk on Hwy 49 would be great! But missing sidewalks is a big concern everywhere
- There is no mention of hiking/walking trails as a method of transportation and recreation.
- Could the post office trim thei bushes? I would bike to work if the road was safer!
- Please consider your entire county- not just the town of Mariposa.
- Diesel trucks rolling coal with "We the People" decay suck
- Why when roads are re-done do they not just automatically add bike lanes?
- I think we need more bike/pedestrian paths where there are no motor vehicles allowed.
- Bridges on our county roads need to be fixed, replaced, updated. Especially the one from OLD HWY to 49 South
- I am lucky to be able to afford a car, but I am assuming these questions are referring to transportation other than a car? Having a better transit system would be helpful to all, but I know this has been a challenge.
- Not sufficient transportation in North County
- 140 and 49 seem to be too limited in lanes with population increasing. We need more internet/phone provider reach on roadways.
- Only concern are unpaved roads in Mariposa.
- We need to have SMOG restrictions in Mariposa County. Air quality very much concerns me.
- GHG emissions should not be a criteria for a study like this.
- No bike lanes on roads.
- Lack of parkin
- Lets have more bus options!
- Need traffic enforcement
- There is a need for alternate routes in some cases
- I think it would be incredibly difficult to get around this county without a car. It's the number one reason I caution older people to think about before they move here.
- I do not bike in Mariposa County as it is not safe to do so. I do however take my multiple bikes to other counties to ride. I would walk and bike more here if it were safe to do so.

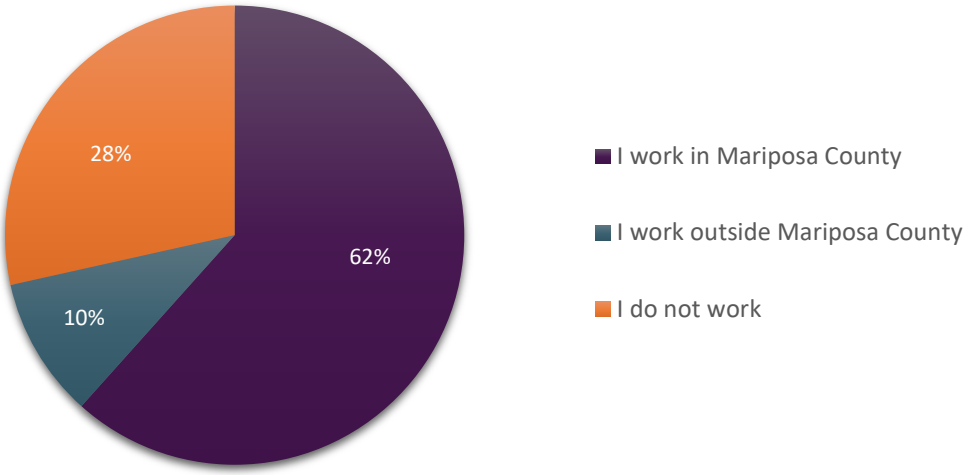
Do you have any other comments?

- Farmers market, and Merced shopping trips for seniors are needed.
- We are a one car, one e-bike family. It works, but not having something to fall back on can get stressful, particularly as we get ready to have our first child. Having better bike safety measures would be great - the thought of biking 140 to get to town for work and daycare with a child is terrifying.
- Some medical appts. I made in Aug. had to be cancelled due to lack of public transportation
- A trail system could be useful to address wide range of these issues.
- Get the road department back into operation and maintain the roads better.
- Expand YArts service so that residents can access the Fresno Airport
- What is Mariposa county doing to benefit from the high speed rail?
- Road striping is dull and not reflective enough.
- This survey is lacking in its definitions and is lacking the "none of the above" response in first question. No option to clarify answers to individual questions which can lead to misleading intrepretation. Example: Do I feel safe driving on our state highways? Answer no. Not because of condition of road, not because of terrain, but because other drivers pass on double yellow or when not safe.
- Thank you for addressing this issue.
- Thank you for asking these questions. It is a nice surprise to see questions about cycling and walking in our area. We live in Bootjack and I ride thousands of miles each year. As many of those as I can are here in Mariposa and Madera Counties. It is getting tougher to do though. Cars Drive faster and faster when the roads get smoother and straighter. Makes it less safe to ride or walk our dogs.
- I appreciate Public Works doing there best to keep us all moving.
- Sometimes not enough or no warning for road/misc work ahead. Sometimes there's a sign but no work.
- Would like the number of requests for transportation to medical appointments that are turned down due to lack of a driver made public.
- So many guests in Fish Camp could take an e-bike or even walk to the gate if it were safer. The Tenaya Yarts stop is too inconvenient for homeowners and guests not staying at Tenaya.
- Walking paths outside of downtown would be great
- "Pay extra" is not clear. More details need to be provided. "Pay extra…" taxes? Parking meters? DMV fees?
- We need sidewalks on side roads, and Mariposa Creek parkway needs finished. Stairs should be put back in from Best Western to the county park.
- The county should spend money on roads instead of outside consultants for issues the county faces.
- Just improve what is available and don't change the atmosphere of the whole town
- I had to pay a private party $150 to take me to a hospital in Fresno last year
- I love Mariposa!
- Take the old ladies off the roadway! have paid by the establishments grocery shoppers w delivery. Take the drinkers off the highway! offer uber rides to/fro paid by the establishments that serve them liquor - prevent a DUI before it happens. Those are new jobs.

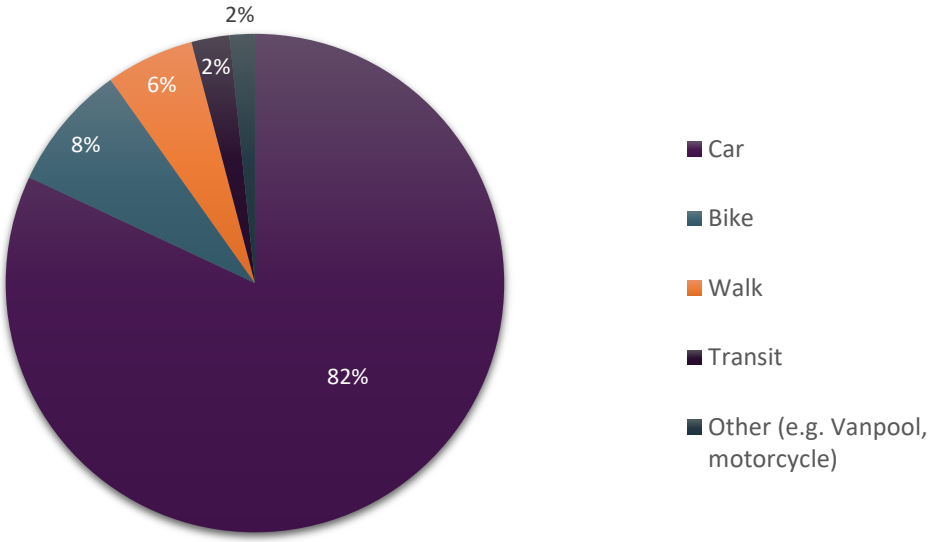
- lack for resident population does not support public transportation. The local tax payers should not bear the burden of providing service for visitors. Any visitor based service should be payed for by the visitors.
- Basically living remotely makes it hard to take public transportation Connection timing is definitel a factor If we had more stops and pick ups (frequency) that would be a huge plus for using public transportation for me. Of course then there's the parking issues. Further on in this survey you ask how far to work one travels but you do not give an option for self employed persons who drive different distances daily. I think that option needs to be added to the list
- If there were dedicated bike paths through the county, I would bike.
- Please develop more public transportation options - the automobile is outdated
- Dedicated bike paths that connect with public transportation with bike accommodations would be a huge improvement.
- Your questions are sometimes too broad, covering too many aspects
- Please review your MOUs and contracts with the Alliance. We aren't getting what we pay for.
- Reasonable posted speed limits
- some of our county maintained roads are flat out not maintained
- I would like to see more cleanup done on the properties adjacent to all of our roads. I can't believe how dirty they are!!!
- We need lots of trails! Walking trails, hiking trails, biking trails, ATV trails-- all kinds of trails!
- Medi-Trans has been invaluable and very dependable.

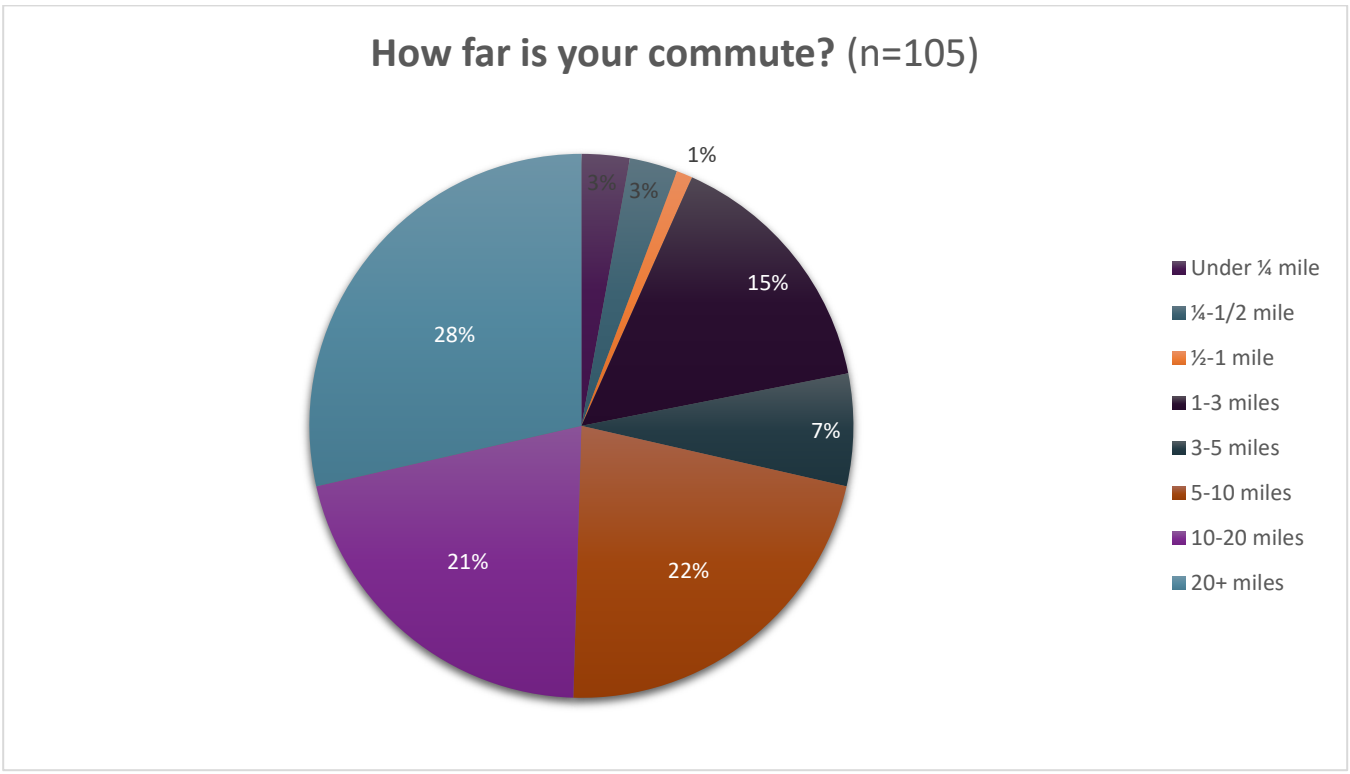
Commute Behavior

Do you work in Mariposa County (paid or volunteer)?
(n = 172)

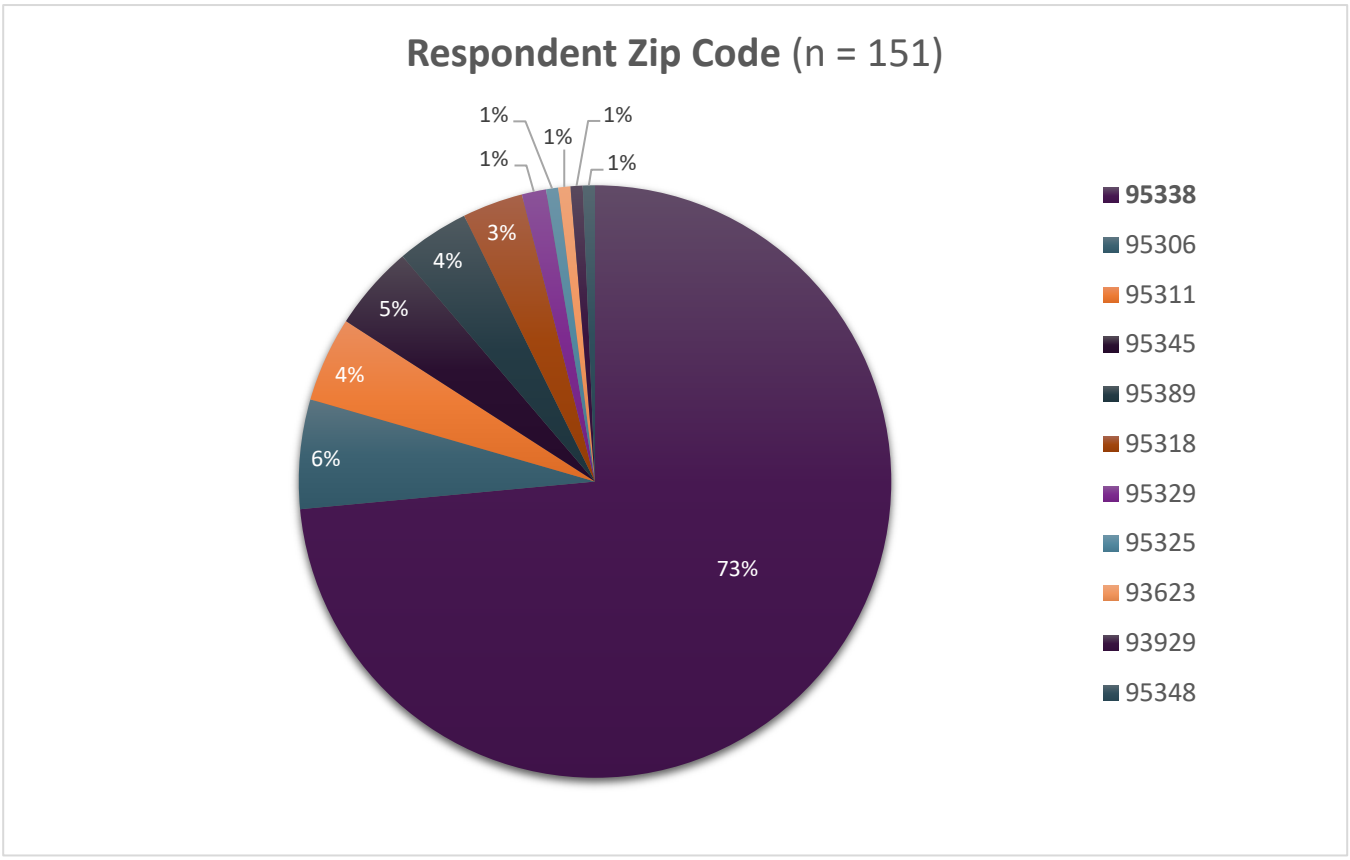


How do you commute to work? (n = 109)
Select all modes you regularly use.

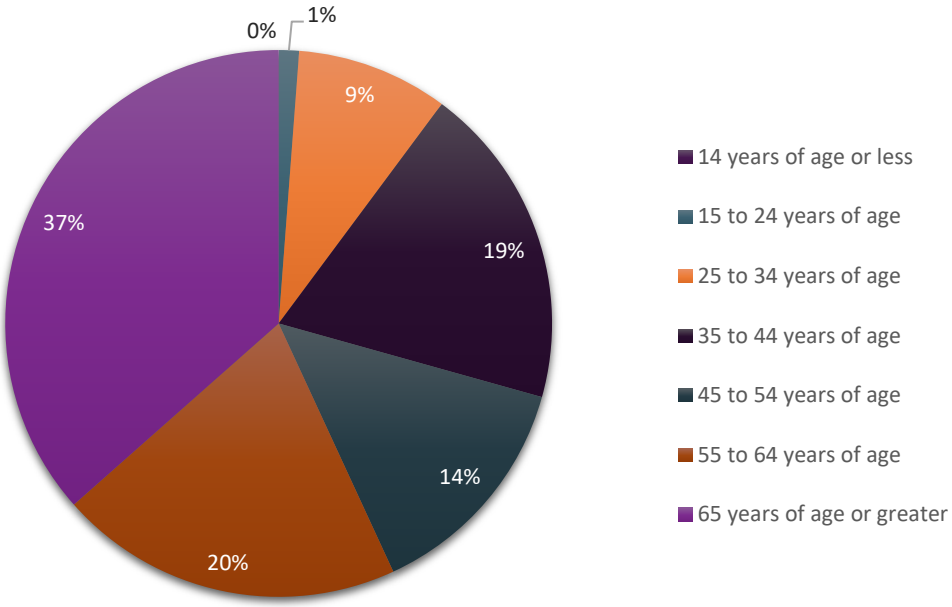




Respondent Demographics

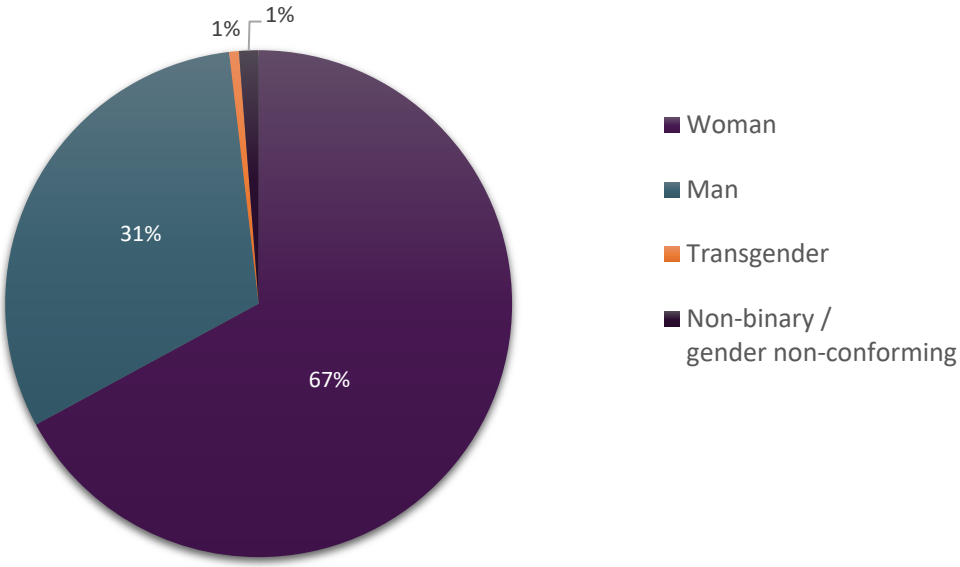


Respondent Age (n=167)



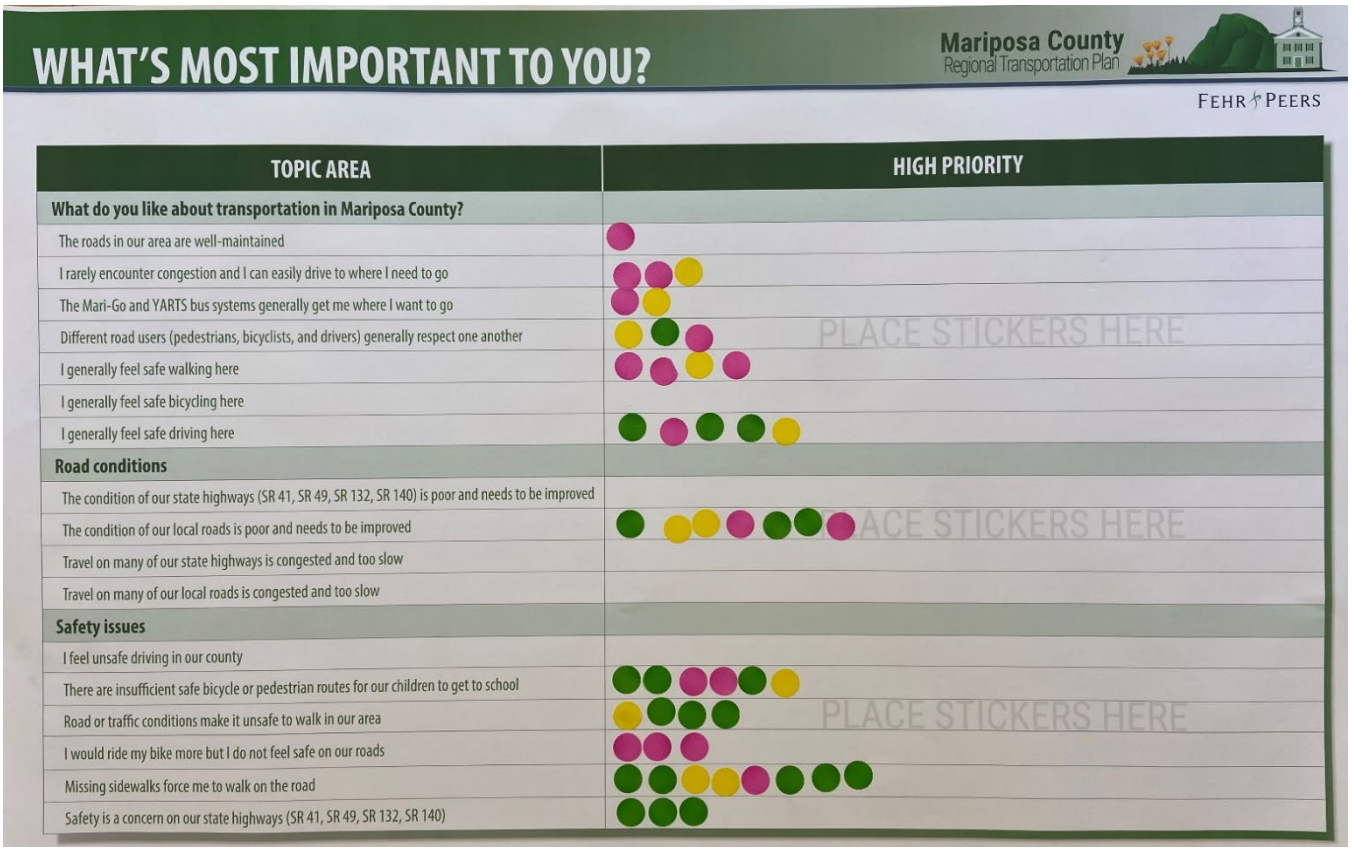
Respondent Gender Identity (n = 158)

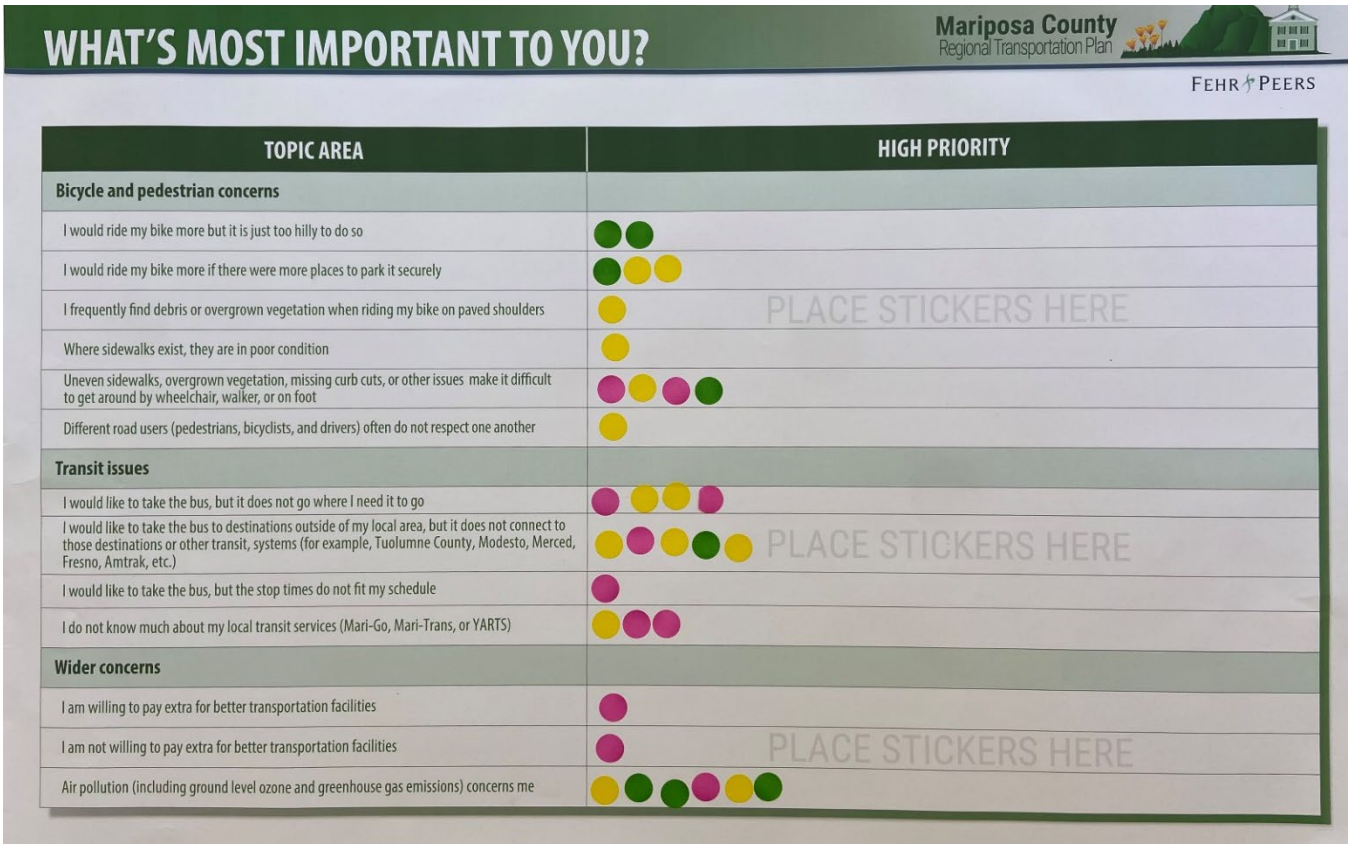
Select all that apply.



Appendix C: Community Engagement Materials

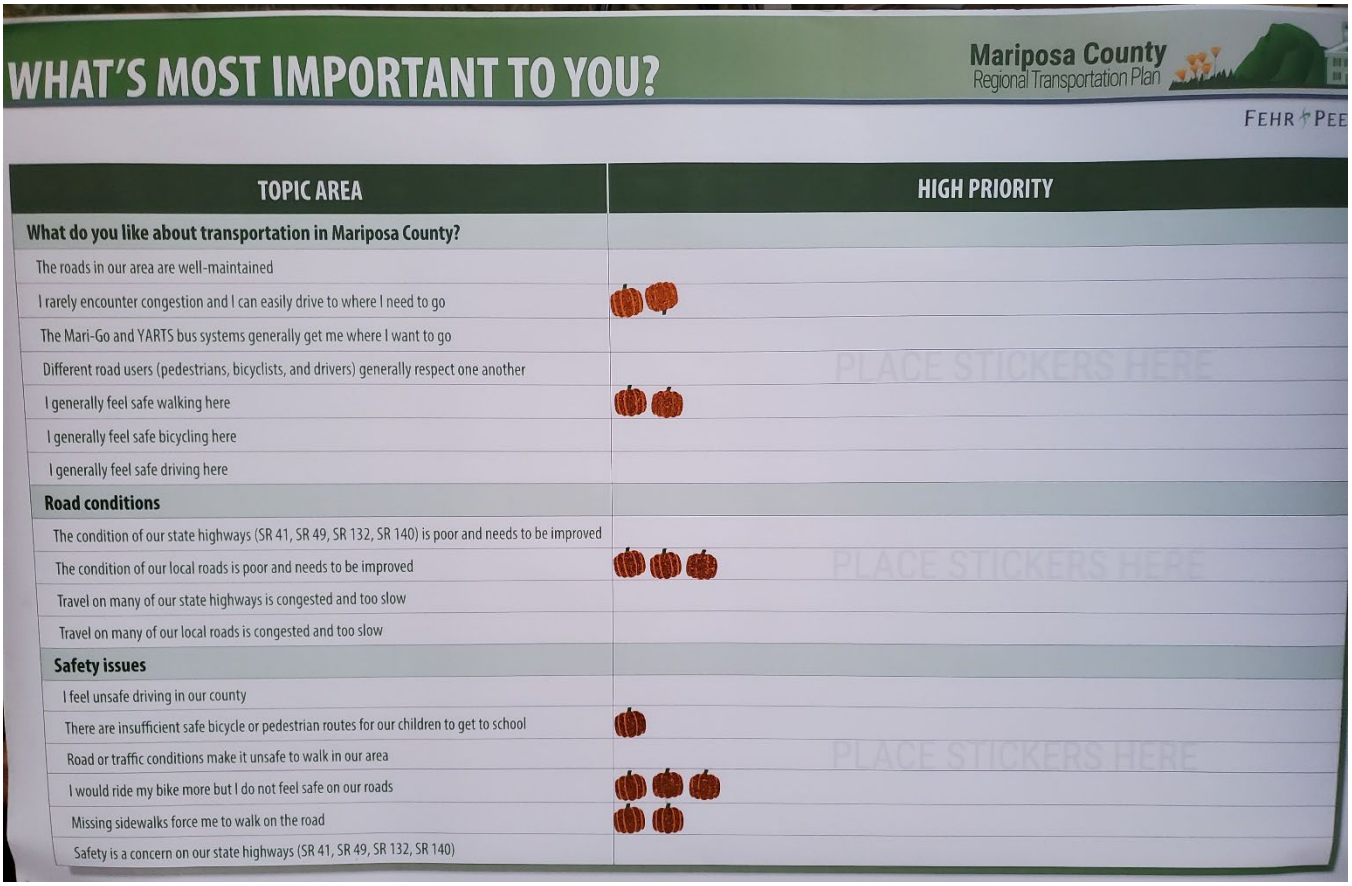
Farmers' Market Board Responses (August 24, 2022)





TOPIC AREA	HIGH PRIORITY
Bicycle and pedestrian concerns	
I would ride my bike more but it is just too hilly to do so	
I would ride my bike more if there were more places to park it securely	
I frequently find debris or overgrown vegetation when riding my bike on paved shoulders	
Where sidewalks exist, they are in poor condition	
Uneven sidewalks, overgrown vegetation, missing curb cuts, or other issues make it difficult to get around by wheelchair, walker, or on foot	
Different road users (pedestrians, bicyclists, and drivers) often do not respect one another	
Transit issues	
I would like to take the bus, but it does not go where I need it to go	
I would like to take the bus to destinations outside of my local area, but it does not connect to those destinations or other transit, systems (for example, Tuolumne County, Modesto, Merced, Fresno, Amtrak, etc.)	
I would like to take the bus, but the stop times do not fit my schedule	
I do not know much about my local transit services (Mari-Go, Mari-Trans, or YARTS)	
Wider concerns	
I am willing to pay extra for better transportation facilities	
I am not willing to pay extra for better transportation facilities	
Air pollution (including ground level ozone and greenhouse gas emissions) concerns me	

Farmers' Market Board Responses (October 26, 2022)



TOPIC AREA	HIGH PRIORITY
What do you like about transportation in Mariposa County?	
The roads in our area are well-maintained	
I rarely encounter congestion and I can easily drive to where I need to go	2
The Mari-Go and YARTS bus systems generally get me where I want to go	
Different road users (pedestrians, bicyclists, and drivers) generally respect one another	
I generally feel safe walking here	2
I generally feel safe bicycling here	
I generally feel safe driving here	
Road conditions	
The condition of our state highways (SR 41, SR 49, SR 132, SR 140) is poor and needs to be improved	
The condition of our local roads is poor and needs to be improved	3
Travel on many of our state highways is congested and too slow	
Travel on many of our local roads is congested and too slow	
Safety issues	
I feel unsafe driving in our county	
There are insufficient safe bicycle or pedestrian routes for our children to get to school	1
Road or traffic conditions make it unsafe to walk in our area	
I would ride my bike more but I do not feel safe on our roads	3
Missing sidewalks force me to walk on the road	2
Safety is a concern on our state highways (SR 41, SR 49, SR 132, SR 140)	

REGIONAL TRANSPORTATION PLAN OVERVIEW

Mariposa County
Regional Transportation Plan

FEHR PEERS

What is a Regional Transportation Plan?

The purpose of the Regional Transportation Plan (RTP) is to document the short-term (10-year) and long-term (25-year) regional transportation needs and set forth an effective, cost-feasible action plan to meet these needs. The RTP documents the policy direction, actions, and funding strategies designed to maintain and improve the regional transportation system in Mariposa County.

Why is the RTP being updated?

By law, the RTP must be updated and submitted to the California Transportation Commission every five years. Keeping the RTP up-to-date also ensures that the projects planned for the County reflect the current needs of its citizens and are compatible with reasonably foreseeable funding levels.

How does the update affect me?

The RTP will establish the short- and long-term goals and actions for improving transportation in Mariposa County. The transportation projects identified, funded, and built will determine how Mariposa County's residents, workers, and visitors travel, affecting the quality of life of everyone.

What is the schedule for the update?

SCHEDULE

DATE	TASK
Summer - Fall 2022	Initial public outreach, data collection, and analysis
Winter - Spring 2023	Prepare, present, and review draft RTP
Summer 2023	Incorporate inputs and prepare and present final RTP

How can I get involved in the update?

- Share your input today
- Scan the QR Code and complete the survey
- Stay tuned for the draft plan

Survey link:
https://bit.ly/MCRTP22

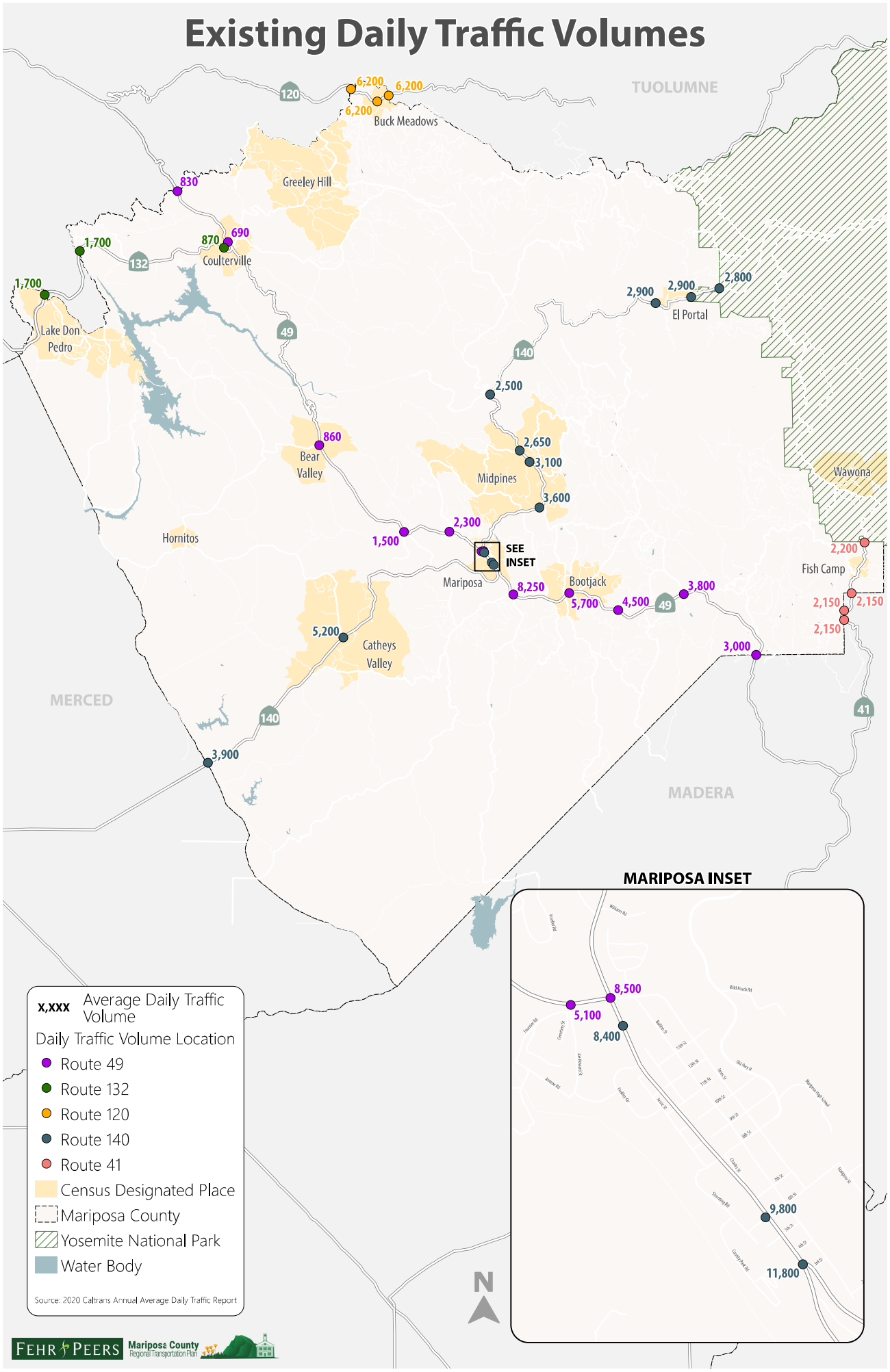
For more information visit mariposacounty.org,
or contact Jeannie Morvay-Clayton, Mariposa County Department of Public Works
209-966-5356 x156 jclayton@mariposacounty.org



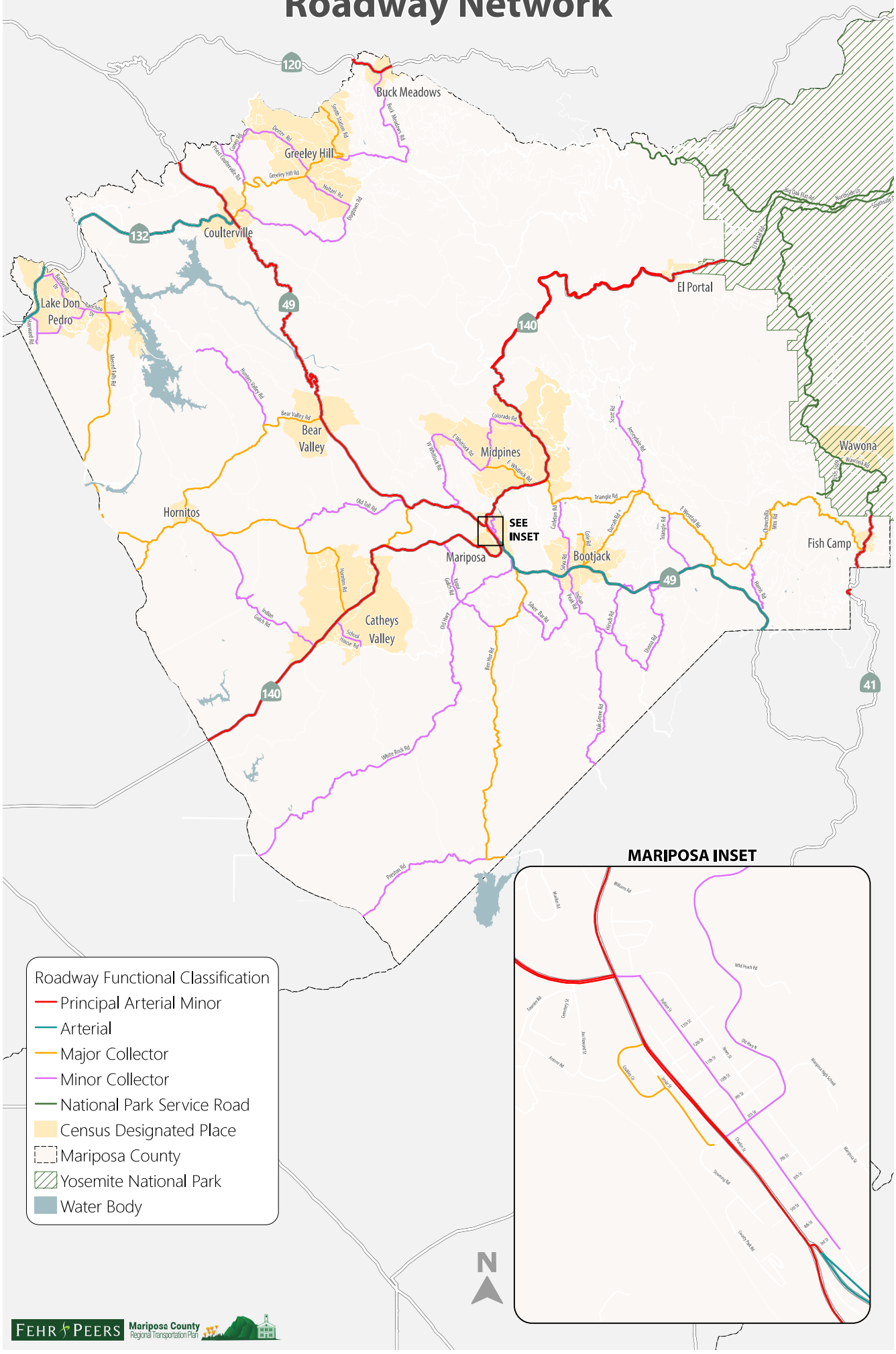




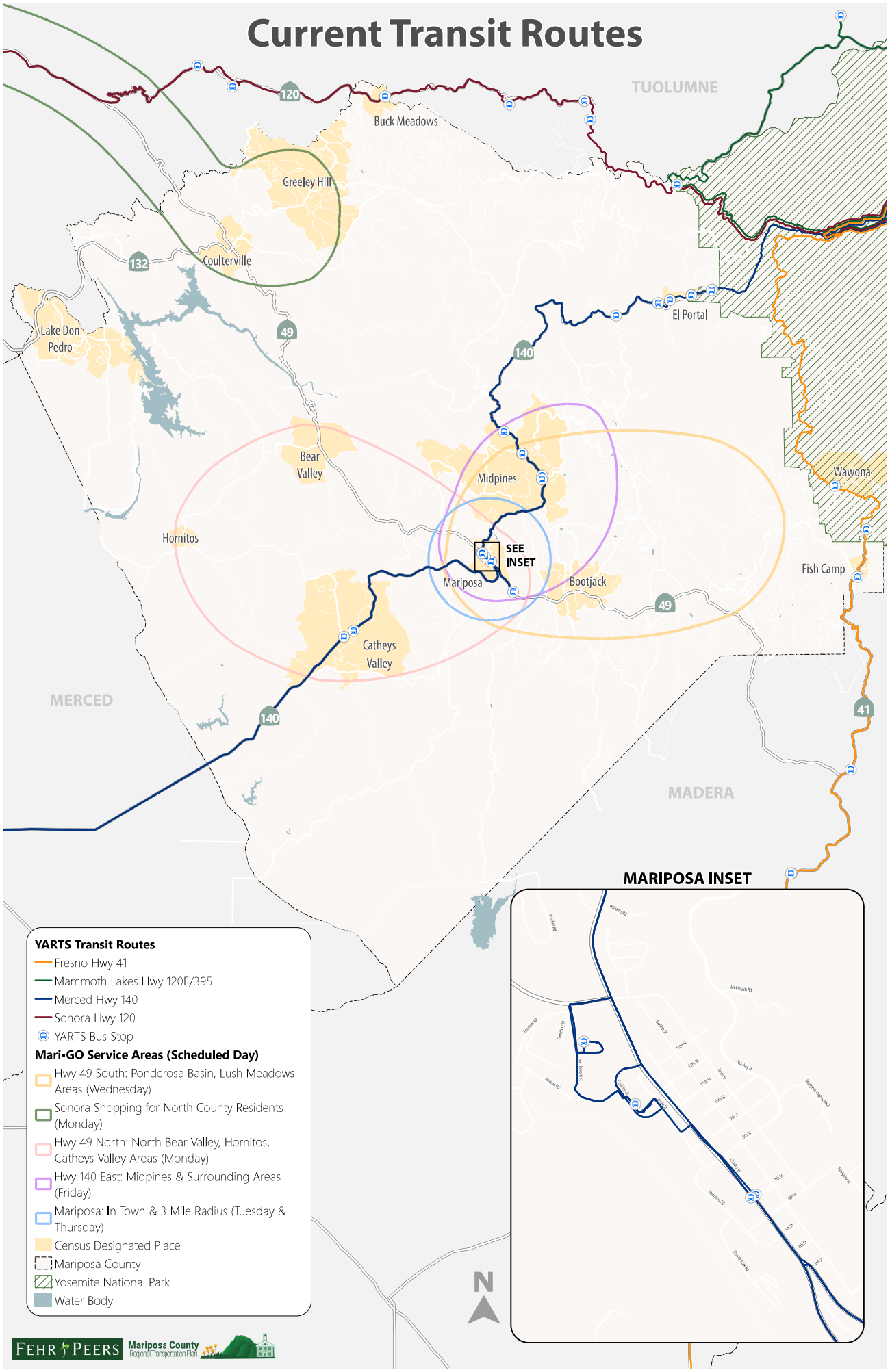
Existing Daily Traffic Volumes



Roadway Network

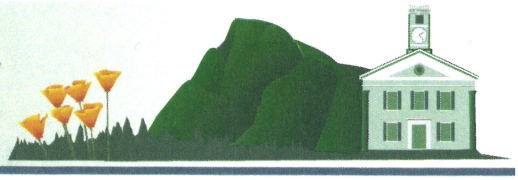


Current Transit Routes



Comment Card

Mariposa County
Regional Transportation Plan



Please share any thoughts, comments, or questions you have about the Mariposa County Regional Transportation Plan.

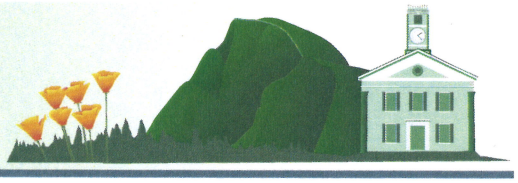
No room to pass bikes on roads such as Triangle

You may submit your comments to staff today or directly to:

Jeannie Morvay-Clayton
Mariposa County Department of Public Works
jclayton@mariposacounty.org - 209-966-5356 x156
4639 Ben Hur Road, Mariposa, CA 95338

Comment Card

Mariposa County
Regional Transportation Plan



Please share any thoughts, comments, or questions you have about the Mariposa County Regional Transportation Plan.

I WAS GREATLY HELPED BY THE COUNTY BUS SYSTEM. I HAD LOST MY CAR + USED THIS SERVICE TO SHOP, GO TO SENIOR LUNCH & LIBRARY. VERY PLEASED BY DISPATCHERS JORDAN, KELSE, KELLEY. THANK YOU!

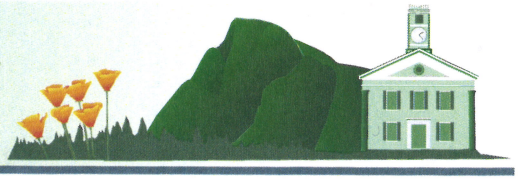
CURT MURPHY

You may submit your comments to staff today or directly to:

Jeannie Morvay-Clayton
Mariposa County Department of Public Works
jclayton@mariposacounty.org - 209-966-5356 x156
4639 Ben Hur Road, Mariposa, CA 95338

Comment Card

Mariposa County
Regional Transportation Plan



Please share any thoughts, comments, or questions you have about the Mariposa County Regional Transportation Plan.

Raund Abouts! UP and Downtown Mariposa intersections need work!

Bike lanes

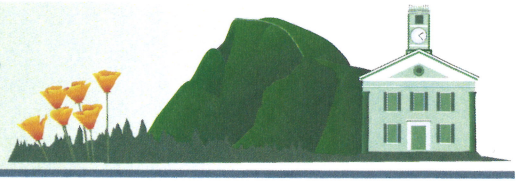
Price for yarts needs to be lowered a little bit

You may submit your comments to staff today or directly to:

Jeannie Morvay-Clayton
Mariposa County Department of Public Works
jclayton@mariposacounty.org - 209-966-5356 x156
4639 Ben Hur Road, Mariposa, CA 95338

Comment Card

Mariposa County
Regional Transportation Plan



Please share any thoughts, comments, or questions you have about the Mariposa County Regional Transportation Plan.

Missing guardrail outside curves on 49 with big drop offs
Also Oakhurst to Yosemite

Also no shoulders

You may submit your comments to staff today or directly to:

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jclayton@mariposacounty.org - 209-966-5356 x156
4639 Ben Hur Road, Mariposa, CA 95338

Comment Card

Mariposa County Regional Transportation Plan



Please share any thoughts, comments, or questions you have about the Mariposa County Regional Transportation Plan.

"SHARE THE ROAD" SIGNS ON HWYS (140, 132, 49) & MAJOR ROADS
PARTNER W/ CHAMBER TO ~~OPEN~~ START A TROLLY (BUSINESS & RESTAURANTS)

You may submit your comments to staff today or directly to:

Jeannie Morvay-Clayton
Mariposa County Department of Public Works
jclayton@mariposacounty.org - 209-966-5356 x156
4639 Ben Hur Road, Mariposa, CA 95338

Comment Card

Mariposa County Regional Transportation Plan



Please share any thoughts, comments, or questions you have about the Mariposa County Regional Transportation Plan.

(1) In the past before the pandemic there was bus service to Merced for shopping on Tuesdays it was great the driver would ask you where you wanted to go and you could go to 4 or 5 places. It usually only cost $8.00 for the trip.

(2) Trying to walk into town from Indian Peak is very treacherous in a majority of the places you are forced to walk. you have to share the road with vehicles that are not looking out for peedestrains and

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they are travelling at speeds well in EXcess of 50 mph. making it very hazardous.

(5) there doesn't seem to be any continuity as regards to bycycle lanes there might be a bycycle lane on the highway that runs for a few miles. and then it just ends. this occurs all over Mariposa.

APPENDIX C: PROJECT LISTS

Table C-1: Roadway Projects

Road	Location	Description	Funding Source	Total Cost ($1,000)	Supporting Objectives
Short-Range					
Indian Peak Road	Hirsch Road to Oak Grove Road (PM 15.30 - 16.23)	Road Rehabilitation	Local/STIP	$805	1.1 - 1.4
Old Toll Road	Pendola Gardens (PM 10.0 - 10.7, 12.7 - 15.2)	Road Rehabilitation	Local/STIP	$1,500	1.1 - 1.4
E Whitlock Road	Black Oak Ridge to Colorado (PM 16.7 - 17.8)	Road Rehabilitation	Local/STIP	$830	1.1 - 1.4
SR140	Midpines to El Portal (Yosemite NP Entrance) (PM 25.3 - 51.8)	Road Rehabilitation	SHOPP	$17,000	1.1 - 1.4
SR140	Catheys Valley Park to 0.1 mi North of SR49 (PM 12 - 22.1)	Road Rehabilitation	SHOPP	$13,000	1.1 - 1.4
			Subtotal	**$33,135**	
Long-Range					
Indian Peak Road	County Limits to Hirsch Rd (PM 10.0 - 15.3)	Road Rehabilitation	Local/STIP	$5,000	1.1 - 1.4
Converse Road	PM 10.0 - 10.8 (End of Pavement)	Road Rehabilitation	Local/STIP	$1,000	1.1 - 1.4
Ernst Road	Dogtown to Holtzel (PM 10.0-13.0)	Road Rehabilitation	Local/STIP	$3,000	1.1 - 1.4
Old Highway	SR140 to White Rock (PM 10.0 - 19.4)	Road Rehabilitation	Local/STIP	$9,400	1.1 - 1.4
Hunters Valley Rd	Bear Valley Rd to Maintained Limits (PM 10.0 - 19.0)	Road Rehabilitation	Local/STIP	$9,000	1.1 - 1.4
Indian Gulch Rd	SR140 to Bear Creek (PM 10.0 - 13.0)	Road Rehabilitation	Local/STIP	$3,000	1.1 - 1.4
			Subtotal	**$30,400**	
Grand Total				**$63,535**	

Notes: STIP = State Transportation Improvement Program
SHOPP = State Highway Operation and Protection Program
PM = Post mile

Source: MCLTC, 2023

Table C-2: Bridge Projects

Bridge	Code	Location	Description	Funding Source	Total Cost ($1,000)	Supporting Objectives
Short-Range						
Dogtown Rd Bridge	#40C0038	Maxwell Creek	Replace Bridge	HBP	$5,000	1.1 - 1.4
Dogtown Rd Bridge	#40C0039	Maxwell Creek	Replace Bridge	HBP	$5,000	1.1 - 1.4
Incline Rd Bridge	#40C0064	Moss Canyon	Replace Bridge	HBP	$5,000	1.1 - 1.4
Buckeye Rd Bridge	#40C0036	Mariposa Creek	Replace Bridge	HBP	$5,000	1.1 - 1.4
BPMP Phase 1	VARIOUS	Various	Epoxy Injection & Deck Sealing	HBP	$1,750	1.1 - 1.4
BPMP Phase 2	VARIOUS	Various	Scour Protection	HBP	$3,000	1.1 - 1.4
				Subtotal	**$24,750**	
Long-Range						
Old Toll Rd Bridge	#40C0057	Bear Creek	Replace Bridge	HBP	$5,000	1.1 - 1.4
Indian Gulch Rd Bridge	#40C0059	Bear Creek	Replace Bridge	HBP	$5,000	1.1 - 1.4
Oak Grove Rd Bridge	#40C0028	Striped Rock	Replace Bridge	HBP	$5,000	1.1 - 1.4
White Rock Rd Bridge	#40C0062	Deadman Creek	Replace Bridge	HBP	$5,000	1.1 - 1.4
Usona Rd Bridge	#40C0066	Middle Fork Chowchilla River	Replace Bridge	HBP	$5,000	1.1 - 1.4
School House Rd Bridge	#40C0053	Owens Creek	Replace Bridge	HBP	$5,000	1.1 - 1.4
White Rock Rd Bridge	#40C0032	Mariposa Creek	Replace Bridge	HBP	$5,000	1.1 - 1.4
Tip Top Rd Bridge	#40C0047	Middle Fork Chowchilla River	Replace Bridge	HBP	$5,000	1.1 - 1.4
Oak Road Bridge	#40C0060	Bear Creek	Replace Bridge	HBP	$5,000	1.1 - 1.4
Foresta Rd Bridge	#40C0054	Crane Creek	Replace Bridge	HBP	$5,000	1.1 - 1.4
Foresta Rd Bridge	#40C0055	Crane Creek	Replace Bridge	HBP	$5,000	1.1 - 1.4
Harris Road Bridge	LOCAL	East Fork Chowchilla River	Replace Bridge	Local/STIP	$3,000	1.1 - 1.4
Indian Peak Road Bridge	LOCAL	Italian Creek	Replace Bridge	Local/STIP	$2,500	1.1 - 1.4
				Subtotal	**$60,500**	
Grand Total					**$85,250**	

Notes: HBP = Local Highway Bridge Program
STIP = State Transportation Improvement Program
PM = Post mile

Source: MCLTC, 2023

Table C-3: Transit Projects

Project	Description	Funding Source	Total Cost ($1,000)	Supporting Objectives
Fixed Route Service	Fixed Route transit services in Mariposa with stops at Pioneer Market, HHSA, Heritage House, Courthouse	FTA	$1,000	2.1 - 2.2
Zero Emission Fleet Upgrades	CARB compliant transit services	FTA	$2,500	2.1 - 2.2
		Grand Total	**$3,500**	

Notes: FTA = Federal Transit Assistance
All projects listed are short-range.
Source: MCLTC, 2023

Table C-4: Aviation Projects

Yosemite-Mariposa Airport Project	Description	Funding Source	Total Cost ($1,000)	Supporting Objectives
Apron & Runway Pavement Rehabilitation	Crack Sealing, Asphalt Paving, Improvements to Connectors	AIP	$500	4.1 - 4.2
Signage, Obstruction and Runway End Identifier Lights	Improvements to signs, markings, and lights to assist pilot operations	AIP	$100	4.1 - 4.2
Tree Trimming	Removal of obstructions	AIP	$50	4.1 - 4.2
		Grand Total	**$650**	

Notes: AIP = Airport Improvement Program
All projects listed are short-range.
Source: MCLTC, 2023

Table C-5: Active Transportation Projects

Project Title	Location	Description	Funding Source	Total Cost ($1,000)	Supporting Objectives
Mariposa Creek Parkway Phase III	8th Street to Joe Howard	Multimodal trail improvements	ATP	$6,200	4.1 - 4.2
MES Connectivity	Bullion Street, 6th St, 7th St, Jones Street adjacent to Mariposa Elementary School	Sidewalk Improvements	ATP	$2,000	4.1 - 4.2
Joe Howard Sidewalk Improvements	Joe Howard between Rite Aid and Apartment Complex	Sidewalk improvement closing gap	STIP	$300	4.1 - 4.2
Mariposa Creek Parkway Stairs	Best Western Hotel	Replacement stairs leading to Town Park	CMAQ	$300	4.1 - 4.2
		Grand Total		**$8,800**	

Notes: ATP = Active Transportation Program
STIP = State Transportation Improvement Program
CMAQ = Congestion Mitigation and Air Quality
All projects listed are short-range.
Source: MCLTC, 2023

Table C-6: Unconstrained Projects

Road/Project	Location	Description	Total Cost ($1,000)	Supporting Objectives
Roadway				
Indian Peak Road	County Limits to Hirsch Rd (Post Mile 10.0-15.3)	Road Rehabilitation	$5,000	1.1 - 1.4
Converse Road	PM 10.0 - 10.8 (End of Pavement)	Road Rehabilitation	$1,000	1.1 - 1.4
Ernst Road	Dogtown to Holtzel (Post Mile 10.0-13.0)	Road Rehabilitation	$3,000	1.1 - 1.4
Old Highway	SR140 to White Rock (Post Mile 10.0-19.4)	Road Rehabilitation	$9,400	1.1 - 1.4
Hunters Valley Rd	Bear Valley Rd to Maintained Limits (Post Mile 10.0 - 19.0)	Road Rehabilitation	$9,000	1.1 - 1.4
Indian Gulch Rd	SR140 to Bear Creek (Post Mile 10.0 - 13.0)	Road Rehabilitation	$3,000	1.1 - 1.4
		Subtotal	**$30,400**	
Active Transportation				
Mariposa Creek Parkway Phase IV	Joe Howard to Adult Detention Center	Multimodal Trail Improvements	$8,000	4.1 - 4.2
Mariposa Creek Parkway Phase V	SR140 to Fairgrounds	Multimodal Trail Improvements	$10,000	4.1 - 4.2
Smith Road Sidewalks	SR49 to SR140 Loop	Sidewalk Improvements	$4,200	4.1 - 4.2
SR49 Sidewalks	Gap Closures between Joe Howard & HHSA	Sidewalk Improvements	$5,000	4.1 - 4.2
		Subtotal	**$27,200**	
		Grand Total	**$57,600**	

Notes: PM = Post mile

Table C-7: Completed Projects

Road	Location	Description	Funding Source	Total Cost ($1,000)
Darrah Rd Bridge	West Fork Chowchilla Creek (PM 10.7)	Replace Bridge	HPB	$7,000
Triangle Road	Carlton Rd to Triangle Ranch (PM 11.8-14.1)	Rehabilitation	STIP	$1,300
Merced Falls Road	Merced County Line to Tuolumne County Line (PM 10.0-19.3)	Rehabilitation	STIP	$1,500
Ben Hur Road	Pea Grade (PM 15.0-18.5)	Rehabilitation	STIP	$1,000
SR 49	lane miles)	Rehabilitation	SHOPP	$25,000
SR140	Merced County Line to Trower Rd (24 lane miles)	Rehabilitation	SHOPP	$5,100
			Grand Total	**$40,900**

Notes: STIP = State Transportation Improvement Program
SHOPP = State Highway Operation and Protection Program
PM = Post mile

Source: MCLTC, 2023

APPENDIX D: GLOSSARY OF COMMON ACRONYMS

AQMD *Air Quality Management District*, a regional agency formed by two or more counties that adopts regulations to meet state and federal air quality standards.

ATP *Active Transportation Program*, created in 2013, consolidates existing federal and state bicycle and pedestrian funding programs, including the Transportation Alternatives Program (TAP), Bicycle Transportation Account (BTA), and State Safe Routes to School (SR2S), into a single program with a focus to make California a national leader in active transportation.

BIL *Bipartisan Infrastructure Law*, signed in 2021, more formally identified as the Infrastructure Investment and Jobs Act (IIJA) provides $550 billion over fiscal years 2022 through 2026 in federal investment in infrastructure, including in roads, bridges, mass transit, water infrastructure, resilience, and broadband. See IIJA below.

CARB *California Air Resources Board*, the State agency responsible for implementation of the federal and State Clean Air Acts. Provides technical assistance to air districts preparing attainment plans, reviews local attainment plans, and combines portions of them with State measures for submittal of the State Implementation Plan (SIP) to U.S. EPA.

CASP *California Aviation System Plan*, prepared by Caltrans every five years as required by PUC 21701. The CASP integrates regional system planning on a statewide basis.

CEQA *California Environmental Quality Act*, state law which requires the environmental effects associated with proposed plans, programs, and projects be fully disclosed.

CTC *California Transportation Commission*, a decision-making entity established by AB 402 (Alquist/Ingalls) of 1977 to advise and assist the Secretary of Transportation and the legislature in formulating and evaluating state policies and plans for transportation programs.

EPA *U.S. Environmental Protection Agency*, reviews and approves the State Implementation Plan, including emissions budgets used in RTP conformity assessments.

FAST *Fixing America's Surface Transportation Act*, signed in 2015 and covering fiscal years 2016 to 2020. The FAST Act largely maintained program structures and funding shares between highways and transit. The law made changes and reforms to many Federal transportation programs, including streamlining the approval processes for new transportation projects,

providing new safety tools, and establishing new programs to advance freight projects. FAST replaced MAP-21 and is now superseded by BIL.

FHWA *Federal Highway Administration*, a component of the U.S. Department of Transportation, established to ensure development of an effective national road and highway transportation system. FHW A and FTA, in consultation with the U.S. Environmental Protection Agency (EPA), make Federal Clean Air Act Conformity findings for Regional Transportation Plans, Transportation Improvement Programs, and Federally-funded projects.

FTA *Federal Transit Administration*, a component of the U.S. Department of Transportation, responsible for administering the federal transit program under the Federal Transit Act, as amended, and the Intermodal Surface Transportation Enhancement Act (ISTEA) of 1991.

HSIP *Highway Safety Improvement Program,* continued by the BIL/IIJA, a core federal-aid program with the purpose to achieve a significant reduction in traffic fatalities and serious injuries on all public roads, including non-state-owned public roads and roads on tribal land. Specifically, the California HSIP consists of a Strategic Highway Safety Plan, program of highway safety improvement projects, and the railroad-highway grade grossing program.

GIS *Geographic information systems*, computer-based tools used to store, visualize, analyze, and interpret geographic data. Geographic data, also called spatial, or geospatial data, identifies the geographic location of features.

GHG *Greenhouse gas*, any of various gaseous compounds (such as carbon dioxide or methane) that absorb infrared radiation, trap heat in the atmosphere, and contribute to the greenhouse effect.

HOT *High-Occupancy Toll Lanes*, also called “Express Lanes,” allow single-occupant vehicles to use the freeway lane by paying a toll electronically. Most HOT lanes allow carpools to use the lane without charge.

HOV *High-Occupancy Vehicle Lanes*, vehicular travel lanes restricted to carpools. Some are only active during high-use commute hours.

IIJA *Infrastructure Investment and Jobs Act*, signed in 2021, also known as the BIL provides $550 billion over fiscal years 2022 through 2026 in new federal investment in infrastructure, including in roads, bridges, mass transit, water infrastructure, resilience, and broadband. The BIL reauthorizes several surface transportation programs, including the federal-aid highway program, transit programs, highway safety, and rail programs. IIJA/BIL replaces FAST.

IIP *Interregional Improvement Program*, under the State Transportation Improvement Program (STIP) reforms of Senate Bill 45, the STIP now consists of two broad programs, the Interregional Improvement Program and the Regional Improvement Program (RIP). The

IIP is funded with 25% of the State Highway Account revenues programmed through the State Transportation Improvement Program.

IRRS *Interregional Roadway System*, a series of interregional state highway routes outside of urbanized Areas that provides access to and between the state's economic centers, major recreational areas, and urban and rural regions.

ISTEA *Intermodal Surface Transportation Efficiency Act of 1991*, now superseded, mandated planning requirements and created funding programs for transportation projects.

ITIP *Interregional Transportation Improvement Program*, funds capital improvements on a statewide basis, including capacity increasing projects primarily outside of an urbanized area. Projects are nominated by Caltrans and submitted to the California Transportation Commission for inclusion in the STIP. The ITIP has a five-year planning horizon and is updated every two years by the CTC.

ITS *Intelligent Transportation Systems*, the application of advanced sensor, computer, electronics, and communication technologies, and management strategies to increase the safety and efficiency of the surface transportation system.

LOS *Level of Service*, a qualitative measure of traffic operating conditions whereby a letter grade, A through F, corresponding to progressively worsening traffic conditions, is assigned to an intersection or section of roadway.

LRSP *Local Road Safety Plan*, a framework for identifying, analyzing, and prioritizing roadway safety improvements on local roads. LRSPs are developed to understand and increase transportation safety, with the goal of ultimately reducing severe injury and fatal collisions. LRSPs form the basis for competing for HSIP funding by streamlining and optimizing the application processes.

MAP-21 *Moving Ahead for Progress in the 21st Century*, a funding and authorization bill to govern United States federal surface transportation spending signed in 2012. MAP-21 was superseded by FAST.

NEPA *National Environmental Protection Act*, Federal legislation which created an environmental review process similar to CEQA but pertaining only to projects having federal involvement through financing, permitting, or Federal Land ownership.

PCI *Pavement Condition Index*, used to indicate the general condition of a road or other pavement section, provides a numerical index between 0 and 100, with 100 representing the best possible condition and 0 representing the worst possible condition.

RIP *Regional Improvement Program*, under the State Transportation Improvement Program (STIP) reforms of Senate Bill 45, the STIP now consists of two broad programs, the RIP

and UP. The RIP is funded from 75% of the new STIP funds, divided by formula among fixed county shares. Each county selects projects to be funded from its county share in its Regional Transportation Improvement Program (RTIP).

RTIP *Regional Transportation Improvement Program*, a list of proposed transportation projects submitted to the California Transportation Commission by regional transportation planning agencies for state funding. The RTIP has a five-year planning horizon (previously seven years) and is updated every two years by the CTC.

RTP *Regional Transportation Plan*, a state mandated document prepared at least every five years by all regional transportation planning agencies. The Plan describes existing and projected transportation needs, conditions, and financing affecting all modes within a 20-year horizon.

RTPA *Regional Transportation Planning Agency*, a state designated agency (multicounty or county level-agency) responsible for regional transportation planning to meet state planning mandates. RTPAs can be Local Transportation Commissions, Councils of Government, Metropolitan Planning Organizations, or statutorily created agencies.

SAFETEA-LU *Safe, Accountable, Flexible, Efficient Transportation Equity Act - A Legacy for Users*, now superseded, signed into law in 2005 made changes to metropolitan planning processes and authorized the Federal surface transportation programs for highways, highway safety and transit for 2005-2009.

SHA *State Highway Accoun*t, the state's primary source for funding transportation improvements. Revenues from state fuel tax (gasoline and diesel fuel excise tax), truck weight fees, and the federal highway funds are deposited into SHA. SHA provides funding for 1) non-capital outlays (maintenance, operations, capital outlay support, etc.), 2) State Transportation Improvement Program (STIP), 3) State Highway Operation and Protection Program (SHOPP), 4) local assistance, etc.

SHOPP *State Highway Operations and Protection Program*, a program created by state legislature, which includes projects needed to maintain the integrity of the state highway system, primarily associated with safety and rehabilitation without increasing roadway capacity. SHOPP is a four-year program of projects, approved by the CTC separately from the STIP cycle.

SIP *State Implementation Plan*, required by the Federal Clean Air Act Amendment of 1990. The SIP is an air quality plan developed by the California Air Resources Board in cooperation with local air districts for attaining and maintaining Federal Clean Air Act Standards.

SR *State Route,* officially State Highway Route, which in California is owned and maintained by the California Department of Transportation (Caltrans). Each highway is assigned a

Route number in the Streets and Highways Code (Sections 300-635). Most of these are numbered in a statewide system, and are known as State Routes. United States Numbered Highways are labeled US, and Interstate Highways are Interstate.

SS4A *Safe Streets and Roads for All*, a discretionary grant program established by the IIJA/BIL, with $5 billion in appropriated funds over 5 years. SS4A supports local initiatives to prevent death and serious injury on roads and streets, commonly referred to as “Vision Zero” or “Toward Zero Deaths” initiatives.

STA *State Transit Assistance*, revenues from the excise tax on gasoline and diesel fuel are appropriated to the State Controller's Office by the Legislature for allocation to transit operators by RTPAs.

STIP *State Transportation Improvement Program*, a list of transportation projects proposed in RTIPs and ITIPs, which are approved for funding by the CTC.

TCR *Transportation Concept Report*, a long-term planning document that each Caltrans district prepares for every state highway or portion thereof in its jurisdiction. The purpose of a TCR is to determine how a highway will be developed and managed so that it delivers the targeted level of service (LOS) and quality of operations that are feasible to attain over a 20-year period. Corridor System Management Plans (CSMP) are sometimes created in lieu of TCRs.

TDM *Transportation Demand Management*, refers to policies, programs, and actions that are directed towards decreasing the use of single occupancy vehicles. TDM also can include activities to encourage shifting or spreading peak travel periods.

TSM *Transportation System Management*, refers to the use of low capital intensive transportation improvements to increase the efficiency of transportation facilities and services. These can include carpool and vanpool programs, parking management, traffic flow improvements, high occupancy vehicle lanes, and park-and-ride lots.

VMT *Vehicle Miles Traveled*, a metric used in transportation impact analysis. SB 743 requires the metric of transportation impact used in CEQA to be updated from LOS and vehicle delay to one that promotes the reduction of GHG emissions, the development of multimodal transportation networks, and a diversity of land uses for transit priority areas. In late 2018, the Natural Resources Agency adopted updates to the CEQA guidelines, replacing LOS with vehicle miles traveled (VMT). Though LOS can be used for other purposes, such as identifying needs for local roadway improvements and General Plan compliance, lead agencies must now use VMT for CEQA analysis.

California Department of Transportation

OFFICE OF THE DISTRICT 10 PLANNING
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August 21, 2023

SCH 2023070414
Regional Transportation Plan

Ms. Shannon Hansen
Public Works Director
Mariposa County Local
Transportation Commission (MCLTC)
4639 Ben Hur
Mariposa, CA 95338

Dear Ms. Hansen,

The California Department of Transportation (Caltrans) appreciates the opportunity to review and comment on the Mariposa County Local Transportation Commission (MCLTC) Draft Regional Transportation Plan (RTP) 2024 Update.

Caltrans would like to commend MCLTC for providing an updated RTP that is clear, well supported with a documented public participation process, rich with graphics, illustrations and a detailed discussion of the region.

We would like to offer the comments below to assist in the development of the Plan:

GENERAL COMMENTS

- We appreciate MCLTC for promoting safety for all highway users in the RTP's Goal #1 to develop an adequate, safe and efficient regional roadway system for vehicles while accommodating walking and bicycling and maintaining Mariposa County's rural character.
- We commend MCLTC for the RTP format used for the style, ease to follow and understand the focus, goals and vision for Mariposa County.
- The RTP discusses the Best Management Practices (BMPs) for maintaining and preserving the existing local streets and road system while supporting multi-modes of travel, including pedestrian, bicycle, public transit, automobile and unmet needs for transportation systems.
- Overall, this RTP is comprehensive, well-written and supports transportation safety.
- Plan Update describes and addresses the transportation issues in the Mariposa County region; Identifies and quantifies short and long-range regional needs while promoting consistency of action among required state, regional and local agencies.

- MCLTC has acknowledged that local streets and roads are critical to provide an interconnected, multi-modal transportation system where every trip begins and
- We recommend creating a section dedicated to summarizing equity related efforts. For example, the RTP acknowledges that statewide issues include lack of equitable investments but it does not go into further detail. Another example is in the first goal under Policy 1.4.4. Though multiple goals within the document have policies that would help address equity related concerns such as Policy 2.2.2 "Provide demand responsive transit services for disabled and senior citizen residents not served by fixed-route service." The document can go further to discuss equity concerns such as demonstrated within policy 2.2.2.
- We support coordination with Mariposa County with efforts to enhance bicycle and pedestrian facilities on the State Highway System (SHS). To ensure separation and protection for bicyclists and pedestrians from motor vehicle traffic on state highways in built environments, we endorse the installation of connected sidewalks, as well as buffered Class II, Class IV, and Class I bicycle facilities where feasible.
- We endorse the widening of paved shoulders on rural highways where feasible. Doing this will assist in emergency and natural disaster evacuation efforts, reduce vehicle run-off-the-road risk on segments that have little to no paved shoulders, and reduce the level of traffic stress (LTS) by providing more space and separation for bicyclists using the state highway system.
- There has been a broad Department concern with the impacts to the SHS from ongoing climate change and with emergency evacuation routes since the Camp Fire in Butte County. We strongly support policy and planning elements to address future flooding and fire events on our highways, as well as updating as-needed emergency evacuation planning and routes which may include the SHS. One area of concern is the number and distribution of heliports as an alternative evacuation mode.
- We support the County reaching out to the Native American Heritage Commission to obtain a list of tribal contacts with knowledge of cultural resources in Mariposa County. Below is a list of tribes that were contacted for consultation regarding the RTP:
    - Chicken Ranch Rancheria of Me-Wuk Indians
    - Nashville Enterprise Miwok-Maidu-Nishinam Tribe
    - North Fork Rancheria of Mono Indians
    - Picayune Rancheria of Chukchansi Indians
    - Southern Sierra Miwuk Nation
    - Tule River Indian Tribe
    - Tuolumne Band of Me-Wuk Indians
    - Wuksache Indian Tribe/Eshom Valley Band

INTRODUCTION

- Page 15-16 - We suggest including American Community Survey (ACS) data to create CA 2011 chart and graph so viewers can see how commute to work mode split changed within the State compared to Mariposa within the 10-year time cycle (Table 12 and Figure 7).
- Page 16, Table 15 – We suggest similar inclusion of CA 2017 data for Table 15.

POLICY ELEMENT

- Page 21, State Plans - We recommend the inclusion of the following sentence to the section, 'The California Transportation Plan (CTP) 2050 released in February 2021. : **"The CTP 2050 is the State's statutorily fiscally unconstrained long-range transportation roadmap for positive change".** The long-range plan includes goals, policies, strategies, and performance measures that provide a common framework for guiding transportation decisions and investments by all levels of government and the private sector.'
- Page 21 - We recommend including the statement "The CTP identifies 14 recommendations which address the goals identified in the CTP 2050 vision".
- Page 22 - We also recommend formatting the list of the CTP 8 goals into bullets like that of the 14 recommendations to keep a consistent easy to read format.

ACTION ELEMENT

- We support the RTP's plan to develop an active transportation plan to support improvements for walking, bicycling, and electric vehicle usage.
- We support the effective strategies listed in this section for Mariposa County regarding land use, trip reduction, parking, neighborhood design, transit and clean vehicles and fuels.
- We support the RTP policies and programs improving public access to transit systems and alternative modes of transit, including bicycle use. We also support how the various roadway improvements would improve the local and regional roadway network for better emergency service delivery and eliminating existing design and safety hazards.
- Page 62, Figure 10 - Please consider updating the graphic In the Plan from the State Highway Safety Plan (SHSP) to the 2011 – 2020 Finalized Data for Mariposa County. This information is online at: https://dot.ca.gov/programs/safety-programs/shsp
- Page 62, second paragraph - Please change the title of the SHSP from the State Highway Safety Plan to the following: California Strategic Highway Safety Plan.
- We support the Transportation Safety and Security Action Plan's short and long-term actions and partnerships with Caltrans, the California Highway Patrol, and county agencies for improving traffic safety.

If you have any questions or would like to meet to discuss these comments, please contact Lloyd Clark at (209) 986-9802 (Email: Lloyd.Clark@dot.ca.gov) or me at (209) 948-7325 (Email: Gregoria.Ponce@dot.ca.gov).

Sincerely,

Gregoria Ponce'

Gregoria Ponce', Chief
Office of Rural Planning

c: Dennis Agar, District 10 Director, Caltrans
Marlon Regisford, District 10 Deputy District Director, Planning, Caltrans

bc: Elizabeth Hummel, Environmental
Charles Carroll, Active Transportation
Cindy Utter, Headquarters (HQ) Safety Programs
Paul Bauldry, District 10, District Native American Liaison
Homer Zarzuela, Project Initiation and Forecasting
San Saeteurn, Long Range Planning

MARIPOSA COUNTY

Board of Supervisors

MEETING: September 19, 2023

TO: The Board of Supervisors

FROM:

RE: CLOSED SESSION: Conference with Real Property Negotiator regarding the Hunter's Valley Fire Station at 7917 Hunter's Valley Road in Mariposa County

---

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: (Government Code Section 54954.5)

[ ] PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE (Government Code Section 54954.5)

[X] CONFERENCE WITH REAL PROPERTY NEGOTIATOR
Description of real property: 7917 Hunters Valley Road in Mariposa, California 95338

Agency negotiator: Dallin Kimble, County Administrative Officer
Negotiating parties: Pat Dahlstrom, Jim Dahlstrom
Closed session will concern: (X) price; (X) 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

On March 21, 2023, the Board had a closed session regarding this property. The closed session concerned price and terms.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

FINANCIAL IMPACT

ATTACHMENTS

None

MARIPOSA COUNTY

Board of Supervisors

MEETING: September 19, 2023

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: CLOSED SESSION: Conference with Labor Negotiator of the Mariposa County Managerial/Confidential Organization (MCMCO); and Service Employees International Union (SEIU)

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: (Government Code Section 54954.5)

[ ] PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE (Government Code Section 54954.5)

[X] CONFERENCE WITH COUNTY LABOR NEGOTIATOR
Name of Employee Organization(s): Mariposa County Managerial/Confidential Organization (MCMCO), Service Employees International Union (SEIU)
Name of County Designated Representative: Shelline Bennett

Title(s) of unrepresented individuals with whom negotiations are being conducted: N/A

[ ] 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

RESOLUTION - ACTION REQUESTED

MEETING: September 19, 2023

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Discussion and Direction Regarding Microenterprise Grant Application in the Amount of $10,000 for Mariposa Wellness Clinic

---

RECOMMENDATION AND JUSTIFICATION

Discussion and Direction Regarding Microenterprise Grant Application in the Amount of $10,000 for Mariposa Wellness Clinic.

Mariposa Wellness Clinic aims to provide comprehensive healthcare services with an emphasis on functional medicine, bioidentical hormone replacement therapy (BHRT), and therapeutic peptides to optimize health and wellbeing. By combining evidence-based medicine, cutting-edge treatments, and personalized care, Mariposa Wellness Clinic will offer patients a holistic approach to address unique health concerns. The target market includes individuals seeking a proactive and preventive approach to healthcare, as well as those struggling with chronic health issues.

Mariposa Wellness Clinic is requesting a $10,000 grant. The Microenterprise Loan Program guidelines, adopted on November 1, 2022, include a provision allowing for $10,000 grants. Per the guidelines, a grant cannot be used in combination with a loan.

BACKGROUND AND HISTORY OF BOARD ACTIONS

On October 11, 2022, The Board of Supervisors discussed the options for Business Assistance and Microenterprise loans and directed staff to proceed on a case-by-case basis.

On May 19, 2020, the Board of Supervisors adopted Resolution 2022-68 approving the application of a CDBG grant for a business assistance and microenterprise loan program. The application was awarded on October 21, 2020.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

No action requested at this time.

FINANCIAL IMPACT

No action requested. If approved in a future board meeting, there would be no impact to the general fund. The County received a $250,000 CDBG grant to fund the microenterprise loan program.

ATTACHMENTS

1. **Mariposa Wellness ClinicMariposa Bus Assistance Loan Program 7.21.2023**
2. **MWC Business Plan**

Mariposa County Business Assistance Loan Program

Applicant's Information	
Applicant's Name: Hannah Fouch DBA: Mariposa Wellness Clinic	Business Age: months (8/14/2022) 11 months
Address: 5074 Jones Street, Mariposa, CA 95338	Business Legal Structure: Corporation
County: Mariposa	Business Type: Offices of Misc. Health Practitioner
Contact: Hannah Fouch	Annual Business Revenue: $75,000 (2023 projected)
Phone: 209-769-4015 (cell) Phone (2):	NAICS: 621399
Email: hannah.fnp@gmail.com	Is the Business Considered Essential: N/A
Website:	U.S. Citizen: Yes
Application Date: 6/02/2023	Has the Business Filed Bankruptcy within the past 3 yrs: No
Dollar Amount of Loan Request	
$10,000	
Use of Funds	
• Purchase Inventory/Materials	$ 2,000
• Marketing	$ 2,000
• Working Capital	$ 3,000
• Purchase Equipment	$ 2,000
• Remodel/Repairs	$ 1,000

Review of Submitted Documents to Support Loan Request

Business Description:

Mariposa Wellness Clinic operates as a home-based nurse practitioner providing comprehensive healthcare services with an emphasis on functional medicine, bioidentical hormone replacement therapy (BHRT), and therapeutic peptides to optimize health and wellbeing. The applicant will establish partnerships with local gyms, spas, and other wellness centers to cross-promote services. Also, educational seminars and workshops will be conducted to raise awareness about functional medicine and the benefits of this type of healthcare.

Valid business FBN and proof of payment of taxes, including TOT:

Fictitious Business Name (FBN) Statement, dated April 28, 2022 was provided for review. Business licenses are not issued in Mariposa County. The registrant is listed as Mariposa Wellness, A Professional Nursing Corporation. No legal entity documentation was provided for review

Credit History:

Hannah Fouch – an Experian credit report was obtained on 7/25/2023 showed a credit score of 755. The trade payment status showed ten paid trades, sixteen satisfactory trades, no previously or present delinquent/derogatory accounts, and no past due amounts.

Explain the intended use of the loan that may be provided by Mariposa County:

The loan will assist the applicant in opening a wellness clinic. The proposed uses of funds list purchase of equipment - $2,000, purchase of inventory - $2,000, remodel/repairs - $1,000, marketing - $2,000, and working capital - $3,000. A business plan was provided that described in general terms the business concept, services,

and goals. No specific information was available. No vendor information, name of products, type of remodeling/repairs or quotations were provided for review.

What is the financial ability to pay payroll obligations and other operating expenses:

Financial information was limited to information listed on the loan application, in-house prepared Profit and Loss Statement for the period covering June 2, 2022 to June 2, 2023. Income was comprised of consulting income of $46,966 and other income of $15,605 for a total of $63,571. Expenses were $33,384 with a net profit of $29,187. A three-year projection (2023 – 2025) was prepared. 2023 income of $75,000, expenses of $59,500 with a profit of $15,500. 2024 income of $129,000, expenses of $88,700 with a net profit of $40,300. 2025 income of $167,500, expenses of $100,000 with a net profit of $67,500.

No financial assumptions, formulas, menu of fees, and calculations were submitted for reviews. No personal or business income tax returns were available for review.

SUMMARY:

Strengths

- Experienced and knowledgeable
- Secondary source of income – as a contract nurse practitioner
- Very good personal credit score – medium risk level

Weaknesses

- Limited financial resources available
- Lack of secondary support and weak collateral
- Start-up business

If funding request approved, the following are suggested conditions (but not limited to):

1, Controlled disbursement, payment to be made directly to vendor(s) with a current invoice or purchase order or like documentation,

2. Evidence of professional certification(s), license(s), or diploma(s), and

3, Evidence of general business liability insurance.

By: Stanley Tom

Signature: _____ Date: _____

Business Plan: Mariposa Wellness Clinic

1. Executive Summary:
2. Our medical wellness practice aims to provide comprehensive healthcare services with an emphasis on functional medicine, bioidentical hormone replacement therapy (BHRT), and therapeutic peptides to optimize health and wellbeing. By combining evidence-based medicine, cutting-edge treatments, and personalized care, we will offer our patients a holistic approach to address their unique health concerns. Our target market includes individuals seeking a proactive and preventive approach to healthcare, as well as those struggling with chronic health issues.
3. Business Description:
4. 2.1 Vision:
5. To become a leading medical wellness practice, recognized for providing personalized, science-based, and integrative healthcare solutions to enhance overall health and wellbeing.

2.2 Mission:

Our mission is to empower individuals to take control of their health through functional medicine, BHRT, and peptide therapies. We will achieve this by offering comprehensive assessments, personalized treatment plans, and ongoing support to optimize health outcomes.

2.3 Services:

- Functional Medicine: We will employ a functional medicine approach, focusing on identifying and addressing the root causes of illness rather than merely treating symptoms.

- Bioidentical Hormone Replacement Therapy (BHRT): We will provide hormone balancing using bioidentical hormones to restore hormonal imbalances and alleviate symptoms associated with aging and hormonal decline.
- Peptide Therapies: We will offer peptide treatments to promote optimal health and address specific health concerns, such as immune support, cognitive enhancement, weight management, and tissue repair.
- Comprehensive Assessments: Patients will undergo thorough evaluations, including comprehensive medical history, laboratory tests, genetic profiling, and lifestyle assessments, to develop individualized treatment plans.
- Personalized Treatment Plans: Based on the assessments, our practitioners will create customized treatment plans, integrating functional medicine principles, BHRT, and peptide therapies to optimize health and wellbeing.
- Ongoing Support: We will provide ongoing support through regular follow-ups, monitoring progress, and adjusting treatment plans as necessary.

2.4 Competitive Advantage:

- Experienced Practitioners: Our team of skilled and knowledgeable practitioners will have expertise in functional medicine, BHRT, and peptide therapies.
- Holistic Approach: By addressing the root causes of health issues and offering personalized treatment plans, we aim to provide comprehensive and effective care.
- Cutting-Edge Therapies: We will stay up-to-date with the latest advancements in functional medicine, BHRT, and peptide therapies, ensuring our patients have access to the most innovative treatments.
- Patient-Centric Care: We will prioritize building strong patient relationships, actively listening to their concerns, and involving them in their treatment decisions.

3. Market Analysis:
4. 3.1 Target Market:

- Individuals seeking a proactive and preventive approach to healthcare.
- Individuals experiencing symptoms related to hormonal imbalances, aging, and chronic health issues.
- Health-conscious individuals interested in optimizing their overall health and wellbeing.

3.2 Market Size and Trends:

The functional medicine market has experienced significant growth in recent years, driven by an increased focus on preventive healthcare and patient demand for personalized and integrative treatments. The bioidentical hormone replacement therapy market is also expanding as people seek alternatives to conventional hormone replacement options. Additionally, the peptide therapy market is gaining traction due to its potential benefits in various health areas.

4. Marketing and Sales Strategy:
5. 4.1 Branding and Positioning:
6. We will establish our brand as a trusted and reputable medical wellness practice by emphasizing our expertise in functional medicine, BHRT, and peptide therapies. Our positioning will focus on personalized care, scientific approach, and exceptional patient experiences.

4.2 Marketing Channels:

- Online Presence: Develop a professional website, regularly update educational content, and optimize for search engines.
- Content Marketing: Create informative blog posts, articles, and social media content to educate the target audience

about the benefits of functional medicine, BHRT, and peptide therapies.

- Referral Program: Implement a referral program to encourage satisfied patients and other healthcare providers to refer new clients.
- Collaborations: Establish partnerships with local gyms, spas, and wellness centers to cross-promote services and reach a wider audience.
- Seminars and Workshops: Conduct educational seminars and workshops to raise awareness about functional medicine and the benefits of our services.

4.3 Sales Forecast:

Develop a sales forecast based on the anticipated number of patient consultations, average treatment plans, and estimated revenue per patient. Regularly review and adjust the forecast based on market trends and performance.

5. Operations:
6. 5.1 Location:
7. Secure a centrally located facility with ample space for patient consultations, treatment rooms, and administrative functions. Ensure compliance with local regulations and accessibility requirements.

5.2 Staffing:

Recruit and retain a team of experienced healthcare practitioners, including functional medicine physicians, nurse practitioners, and other allied health professionals. Additionally, hire administrative staff to handle scheduling, billing, and patient support.

5.3 Technology and Equipment:

Invest in electronic medical records (EMR) software for efficient patient management and data security. Equip the facility with necessary medical equipment, diagnostic tools, and supplies required for assessments and treatments.

6. Financial Projections:
7. 6.1 Startup Costs:

- Facility leasehold improvements and setup
- Medical equipment and supplies
- Staff recruitment and training
- Marketing and advertising expenses
- Legal and licensing fees

6.2 Revenue Streams:

- Patient consultations and assessments
- BHRT treatment plans
- Peptide therapy sessions
- Laboratory test fees
- Supplement sales

6.3 Expenses:

- Personnel salaries and benefits
- Facility rent and utilities
- Medical supplies and equipment maintenance
- Marketing and advertising expenses
- Administrative and professional fees
- Insurance premiums

6.4 Financial Forecasts:

Develop a detailed financial forecast, including projected revenue, expenses, and profitability over the first three to five years. Regularly review and update the forecast based on actual performance and market conditions.

7. Conclusion:
8. By establishing a medical wellness practice with a focus on functional medicine, BHRT, and peptides, we will provide individuals with comprehensive healthcare solutions to optimize their health and wellbeing. Through personalized care, cutting-edge treatments, and ongoing support, we aim to become a trusted partner in our patients' journey towards optimal health.