AGENDA of the BOARD OF SUPERVISORS

Meetings convene at 9:00 a.m., the first four Tuesdays of each month, at the Mariposa County Government Center, Board Chambers at 5100 Bullion Street. Board may take action sitting as the Board of Supervisors, or as the governing body of: County Service Area 1M (Don Pedro); Mariposa Pines Sewer Zone; Sewer Zone (Don Pedro); Coulterville Sewer and Water Zone; Vehicle Parking District No. 1 of Mariposa County; Wawona County Services Area 2-W; Hornitos Lighting District; Mariposa Lighting District; Coulterville Lighting District; Mariposa Air Pollution Control District; Yosemite West Maintenance District; Mariposa County Water Agency; Local Transportation Commission; Countywide Service Area; Mariposa County In-Home Supportive Services Public Authority; and the Mariposa County Public Finance Corporation.

Citizens wishing to schedule matters for Board consideration or to appear before the Board must contact the Clerk of the Board in writing stating the action requested, sponsoring department, and requested date. Appropriate requests will be scheduled as time allows. Submission deadline is on Friday prior to noon (11 days in advance of meeting), so that the Agenda can be processed and packages available on Thursday for the following week’s meeting. One copy of all supporting materials must be submitted.

Public Comment on Non-Agenda Items: The law provides the opportunity for the public to be heard on any item within the subject matter jurisdiction of the Board, either before or during consideration of an item. For items on the agenda, this will be at the time the item is called by the Chair. For all other items, the public comment time at the start of each meeting is appropriate. Speakers are limited to five minutes. Please note that state law does not allow action to be taken on any item not appearing on the Agenda unless the action is otherwise authorized by Government Code Section 54954.2(b) which permits items not on the Agenda to be acted upon as delineated in Section 54954.2(b).

Agendas and supporting documentation generally are available for review on the Thursday prior to the Board meeting, as soon as it is completed, at the Mariposa County Government Center. They are also available online at: www.mariposacounty.org/bosagendas.

PLEASE SILENCE CELL PHONES.

September 15, 2020

BOARD MEETINGS ARE OPEN TO THE PUBLIC AT THIS TIME

For those who do not wish to attend the meeting in person, the following public comment options continue to be offered during the pandemic pursuant to the Governor’s Executive Order N-29-20, which relaxed certain provisions of the Brown Act to allow a local legislative body to make public meetings accessible telephonically to all public members seeking to observe and address the Board.

Audio of the meeting will stream on the internet as normal, however, please be advised that it lags 1-4 minutes behind the meeting and is not real-time. Consequently, members of the public who wish to participate from off-site are invited to do so by submitting written comments (instructions follow) or by joining the teleconference by calling:

1 (224) 501-3412; access code 380-677-133

In compliance with the American Disabilities Act, if you need special assistance to participate in this meeting, please contact the Clerk of the Board’s Office.
**Please note that all callers will be limited on their speaking time, and will be muted before and after public comment periods**

**WRITTEN COMMENTS:**

Written comments may be submitted via email, webform, or e-comment.

1) **Email**
   - Send an email to the Clerk of the Board at board-clerk@mariposacounty.org with the subject line “PUBLIC COMMENT ITEM #” (insert the item number relevant to your comment) or “PUBLIC COMMENT NON-AGENDA ITEM”.
     a. *To ensure distribution to the Board members prior to their consideration of the agenda, please send your email before Monday at 5 PM.*
     b. *All emails will be attached to the Minutes.*

2) **Webform**
   - Type your comment into the form on the County’s website located at http://www.mariposacounty.org/publiccomment. Click submit when finished.
     a. *Comments will be distributed to the Board members. As with emails, it is best to send your comments before Monday at 5 PM.*
     b. *All comments will be attached to the Minutes.*

3) **E-Comment (requires an account and log in.)**
   - Go to the Board of Supervisors meeting page at http://www.mariposacounty.org/bosagendas
   - Log in.
     (If you do not already have an account, you will need to first register for one by clicking on “Register” in the upper right corner of the page and then following the prompts.)
   - From the list of meeting dates, click on the correct meeting date. You will be presented with the agenda in an interactive format.
   - Locate the description of the particular item for which you wish to comment, then click on the small e-Comment icon (two dialog bubbles) placed immediately after the description.
     a. *E-Comments are distributed to the Board members and post to that item’s meeting page.*
     b. *All comments will be attached to the Minutes.*

(Please note that while comments may also be sent via U.S.P.S. Mail to PO Box 784, Mariposa, California 95338, that method is not recommended as there is a high likelihood that it will not be received prior to the meeting.)

Persons who, due to a disability, need assistance or special accommodations in order to participate in this meeting should, as soon as possible prior to the meeting, contact the Clerk of the Board at (209) 966-3222, option 2 (voice) or email board-clerk@mariposacounty.org to request special accommodations for persons with disabilities.
A. **Call to Order and Roll Call**
   
   **9:00 AM** Meeting Called to Order at the Mariposa County Government Center

B. **Pledge of Allegiance**

C. **Introductions**

D. **Approval of Consent Agenda (Items designated by "CA")**
   
   **NOTE:** The Consent Agenda consists of items that are generally viewed as non-controversial and routine by the department. If the Board wishes to discuss an item, it will be removed from the Consent Agenda and moved to the end of the timed agenda; or, at the Chair's discretion, may be taken in conjunction with another item scheduled by the respective department; otherwise, the Consent Agenda items are generally approved in one single motion. This is the appropriate time for the public to advise the Chair of any comments to the Consent Agenda, or to request that the Board consider removing an item from the Consent Agenda.

CA1. **Administration**
   
   Resolution Continuing the Local Emergency Due to Landslides on Highway 140
   En Route to Yosemite National Park

CA2. **Health and Human Services**
   
   Resolution Continuing a Shelter Crisis Local Emergency in Mariposa County

CA3. **Health and Human Services**
   
   Resolution Continuing the Public Health Local Emergency Due to the COVID-19 Pandemic

CA4. **Sheriff's Office**
   
   Resolution Continuing the Local Emergency Due to the COVID-19 Global Pandemic

CA5. **Administration**
   
   Adopt a Resolution Adopting the 2020-21 Fiscal Year Budget and Authorizing Certain Actions in Order to Implement the Fiscal Year 2020-21 Budget

CA6. **Board of Supervisors**
   
   Approve the Minutes of Tuesday, August 11, 2020

CA7. **Board of Supervisors**
   
   Approve the Minutes of Tuesday, August 18, 2020

CA8. **Clerk of the Board of Supervisors**
   
   Receive the List of Agreements Entered into by the County Administrative Officer (CAO) (Purchasing Agent) Pursuant to County Code Chapter 3.08, Entered Into, Received and Processed in August of 2020

CA9. **Clerk of the Board of Supervisors**
Receive the List of Agreements Entered into by the Mariposa County Department Heads (Assistant Purchasing Agents) Pursuant to County Code Chapter 3.08 Entered Into, Received and Processed in August of 2020

CA10. **Health and Human Services**
Appoint Dennis Mende to the In-Home Supportive Services (IHSS) Advisory Committee for a Continuous Term

CA11. **Health and Human Services**
Appoint Sue Overstreet to the Area 12 Agency on Aging Advisory Council to Fill an Unexpired Term Ending January 9, 2022

CA12. **HHS/Behavioral Health & Recovery Services**
Approve a Memorandum of Understanding (MOU) with California Health and Wellness Plan (CHWP) to Coordinate Patient Physical and Behavioral Health Targeted Case Management Services; and Authorize the Acting Health and Human Services Agency (HHSA) Director to Sign the Memorandum of Understanding

CA13. **HHS/Public Health**
Authorize the County Health Officer to Sign and Submit an Application for Fiscal Year 2020-2021 for the Certified Unified Program Agency (CUPA) Rural Reimbursement Funds in the Amount of $60,000; Authorize the County Health Officer to Sign the Disbursement Worksheet; Authorize the County Health Officer to Submit and Sign Additional Documents to Secure Funding as Necessary; and Authorize the Health Officer to Execute Documents for the Rural CUPA Funding for the Subsequent Four Fiscal Years If Amounts and Conditions Remain Substantially the Same (Subject to Approval as to Legal Form by County Counsel)

CA14. **HHS/Social Services**
Approve a Memorandum of Understanding (MOU) Between the County of Mariposa Health and Human Services Agency (MCHHSA) and County of Calaveras Health and Human Services Agency (CCHHSA) to Provide Mutual Case Management Support for Public Guardian/Public Conservatorship; and Authorize the Acting Health and Human Services Agency Director to Sign the MOU

CA15. **Planning**
Approve Change in Allocation for the Planning Department’s Community Design and Development Planner from 80% Permanent Part Time to Full Time, Effective September 15, 2020

CA16. **Public Works**
Approve a First Amendment Increasing Compensation to the County and Entity Change from the Name MRC, Inc. to MRC for the Used Mattress Collection Service Program Which Will Continue to Allow the Solid Waste Department
Participate in the California Used Mattress Recycling Program; and Authorize the Public Works Director to Sign the Amendment

E. **Departmental Presentation**  
*For Items within the Jurisdiction of the Board and not on Today's Agenda*

F. **Public Comment on Non-Agenda Items**  
*For Items within the Jurisdiction of the Board and not on Today's Agenda (Speakers Limited to Five Minutes)*

G. **Regular Agenda Items**

1. **HHS/Social Services**  
Approve an Emergency Occupancy Agreement with Yah 1901 LLC for the Purpose of Leasing a Hotel to Provide Housing to Individuals who Are Affected by COVID-19 in an Amount Not to Exceed $250,000

2. **Human Resources**  
Approve a Voluntary Time Off Program for Eligible Employees

3. **Human Resources**  
Approve a Temporary Amendment to the County’s Teleworking Policy to Allow for Dependent Childcare

4. **Human Resources**  
Eliminate One Senior Office Assistant Allocation and Add One Office Technician Allocation in the Planning Department, Effective Immediately

5. **Planning**  
Detwiler Displaced Residents Task Force 4-Month Report

6. **Planning**  
Extend the Authority for Detwiler Fire Disaster Displaced Residents to Occupy Temporary Replacement Housing (Recreational Vehicles) for Six (6) Months (Until July 18, 2021) Pursuant to Mariposa County Code Sections 18.05.020 and 18.05.040

7. **Public Works**  
Accept an FAA CARES Act Grant for Reimbursement of Airport Operations & Maintenance Expenses in the Amount of $30,000; Authorize the Board Chair to Sign the Acceptance and Any Other Documents that May be Necessary (Subject to Approval as to Legal Form by County Counsel); and Approve a Budget Action to Recognize the Grant Funding ($30,000) 4/5ths Vote Required

8. **Administration/Community Development**  
Adopt a Resolution Approving an Application for Funding a Childcare Feasibility Study and Authorize the Board of Supervisors Chair to Sign the Grant Agreement and Any Amendments Thereto from the State CDBG Over the Counter Program (Subject to County Counsel Approval as to Legal Form)
H. Items removed from Consent Agenda

I. Closed Session
   1. Administration
      CLOSED SESSION: Conference with Real Property Negotiator; Description of Real Property: APN 008-080-067; Agency Negotiator: Dallin Kimble, County Administrative Officer; Closed Session Will Concern Price and Terms of Sale

J. 2:00 PM Reconvene
   1. Board of Supervisors
      Receive a Presentation from the National Resources Conservation Service (Carlos Suarez/NRCS State Conservationist)

K. Board Information

L. Adjournment
RESOLUTION - ACTION REQUESTED

MEETING: September 15, 2020

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Continue the Ferguson Rock Slide Local Emergency

RECOMMENDATION AND JUSTIFICATION:
Resolution Continuing the Local Emergency Due to Landslides on Highway 140 En Route to Yosemite National Park.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
In early April of 2006 a rock slide began on Highway 140 (known as the Ferguson Rock Slide) as a result of rains. The slide continued for the next several weeks and in May of 2006 a major slide gave way and covered Highway 140 closing the Highway until temporary bridges could be installed.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not continue the local emergency.
RESOLUTION - ACTION REQUESTED

MEETING: September 15, 2020

TO: The Board of Supervisors

FROM: Eric Sergienko, Health Officer/Acting HHSA Director

RE: Continue a Shelter Crisis Local Emergency in Mariposa County

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

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

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

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

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

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

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

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

MEETING: September 15, 2020

TO: The Board of Supervisors

FROM: Eric Sergienko, Health Officer/Acting HHSA Director

RE: Continue the COVID-19 Public Health Local Emergency

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

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

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

MEETING: September 15, 2020

TO: The Board of Supervisors

FROM: Doug Binnewies, Sheriff-Coroner-Public Administrator

RE: Continue the Local Emergency Due to COVID-19

RECOMMENDATION AND JUSTIFICATION:

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

BACKGROUND AND HISTORY OF BOARD ACTIONS:

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

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

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

FINANCIAL IMPACT:

.
RESOLUTION - ACTION REQUESTED

MEETING: September 15, 2020

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Fiscal Year 2020-21 Final Budget Resolution

RECOMMENDATION AND JUSTIFICATION:
Adopt a Resolution Adopting the 2020-21 Fiscal Year Budget and Authorizing Certain Actions in Order to Implement the Fiscal Year 2020-21 (FY21) Budget. The Resolution delegates authority to the Auditor, County Administrative Officer, and department heads to take certain actions to administer the adopted budget.

The Board reviewed the FY21 recommended budget at a public hearing on September 8, 2020. The final budget consists of the recommended budget and the changes approved by the Board during the hearing.

California Government Code Sections 29089 and 29090 provides that the adoption of the Final Budget may be accomplished by referencing the Final Budget document rather than specifically including the numerical information in the resolution itself. It is recommended that the Board adopt the Fiscal Year 2020-21 budget by reference. A budget adopted by reference rather than by specific designation has the same effect and is governed by the same legal requirements.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The Board adopts a budget resolution annually. The most recent action was Resolution 2019-411, adopted on July 16, 2019, to approve the Fiscal Year 2019-2020 budget.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
The County is required to have an adopted Final Budget each fiscal year.

FINANCIAL IMPACT:
This action will adopt allocations for all funds as consented upon in the September 8, 2020, public hearing on the budget.

ATTACHMENTS:
FY21 Final Budget Resolution (DOCX)
MARIPOSA COUNTY RESOLUTION NO. _____

ADOPTING THE 2020-2021 FISCAL YEAR BUDGET
AND AUTHORIZING CERTAIN ACTIONS IN ORDER TO
IMPLEMENT THE FISCAL YEAR 2020-2021 BUDGET

WHEREAS, the Recommended Budget for the County of Mariposa, State of California, for the Fiscal Year 2020-2021 was prepared, made available for distribution, and distributed according to law; and

WHEREAS, notice that the Recommended Budget was prepared and made available for distribution and specifying the time and place of hearing for the purpose of fixing the Recommended Budget was published for the time and in the manner required by law; and

WHEREAS, a hearing upon the Recommended Budget was held at which hearing the items of the budget were considered and discussed, and there being no requests or applications on file with the Board of Supervisors for further hearing, and the Board having declared the hearing concluded, and this being the time for the adoption of the Final Budget of Mariposa County for Fiscal Year 2020-2021;

NOW, THEREFORE BE IT RESOLVED that the Board of Supervisors herein delegates certain authorities and provides direction concerning the administration of the budget for Fiscal Year 2020-2021.

1. The Auditor is authorized to allow for cash flow financing of capital projects from the General Fund and related reserve funds, as required.

2. The Auditor may transfer budgeted benefits among the various budget units as necessary to ensure that all benefit costs are covered.

3. The Auditor may transfer appropriations for Accrued Benefits and Unemployment Insurance as required, up to the total authorized amount for these purposes.

4. The Auditor is authorized to pay year-end expenses from the budget of the year in which the expenses were incurred, in accordance with the policy adopted by the Board of Supervisors in the Fiscal Year of 1997-1998.

5. Departments shall be responsible for budgets by object expense (category).

6. Administration shall adjust existing positions and allocations of existing positions to be consistent with the adopted Final Budget for Fiscal Year 2020-2021 without further action by the Board of Supervisors.

BE IT FURTHER RESOLVED, that the Auditor is authorized to adjust each fund as necessary to balance the funds and the budget, and if necessary, to balance any fund by reducing said fund’s general reserve; and
BE IT FURTHER RESOLVED, that the Auditor shall compile and publish the Final Budget which by this reference is made a part hereof, and that said document meets the minimum requirements set forth in Section 29089 of the California Government Code.

PASSED AND ADOPTED by the Board of Supervisors of the County of Mariposa, State of California on this 15th day of September 2020, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAINED:

________________________________________
KEVIN CANN, Chair

ATTEST: APPROVED AS TO FORM:

________________________________________
RENÉ LAROCHE, Clerk of the Board

________________________________________
STEVEN W. DAHLEM, County Counsel
A. 9:00 AM Called to Order and Roll Call

<table>
<thead>
<tr>
<th>Attendee Name</th>
<th>Title</th>
<th>Status</th>
<th>Arrived</th>
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</thead>
<tbody>
<tr>
<td>Rosemarie Smallcombe</td>
<td>District I Supervisor</td>
<td>Present</td>
<td>9:00 AM</td>
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<tr>
<td>Merlin Jones</td>
<td>District II Supervisor</td>
<td>Excused</td>
<td></td>
</tr>
<tr>
<td>Marshall Long</td>
<td>District III Supervisor</td>
<td>Present</td>
<td>9:00 AM</td>
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<tr>
<td>Kevin Cann</td>
<td>District IV Supervisor</td>
<td>Present</td>
<td>9:00 AM</td>
</tr>
<tr>
<td>Miles Menetrey</td>
<td>District V Supervisor</td>
<td>Present</td>
<td>9:00 AM</td>
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B. Introductions

None.

C. Pledge of Allegiance

Chair Cann led the Pledge.

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

No public input. In response to Supervisor Smallcombe’s inquiry, Eric Sergienko/Health Officer - Acting Health and Human Services Agency (HHSA) Director discussed CA11 and how this funding will be applied. Regarding CA14, Supervisors Menetrey and Long extended thanks for the edit on the letter.

RESULT: ADOPTED [4-0]

MOVER: Marshall Long, District III Supervisor

SECONDER: Rosemarie Smallcombe, District I Supervisor

AYES: Rosemarie Smallcombe, Marshall Long, Kevin Cann, Miles Menetrey

EXCUSED: Merlin Jones
CA1. Administration RES-2020-485
Resolution Continuing the Local Emergency Due to Landslides on Highway 140 En Route to Yosemite National Park

CA2. Health and Human Services RES-2020-486
Resolution Continuing a Shelter Crisis Local Emergency in Mariposa County

CA3. Health and Human Services RES-2020-487
Resolution Continuing the Public Health Local Emergency Due to the COVID-19 Pandemic

CA4. Sheriff's Office RES-2020-488
Resolution Continuing the Local Emergency Due to the COVID-19 Global Pandemic

CA5. Item Considered Separately

CA6. Board of Supervisors
Approve the Minutes of Tuesday, July 14, 2020

CA7. Board of Supervisors
Approve the Minutes of Thursday, July 16, 2020

CA8. Board of Supervisors
Approve the Minutes of Tuesday, July 28, 2020

CA9. Board of Supervisors
Approve the Minutes of Thursday, July 30, 2020

CA10. District Attorney RES-2020-489
Approve a Three Year Agreement with John C. Fremont Healthcare District (JCFHD) for Blood Drawing Services in an Amount Not to Exceed $20,000; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA11. HHS/Public Health RES-2020-490
Ratify the Signature of the Health and Human Services Agency Director on the Agreement for the Infectious Disease Prevention Control Local Infrastructure Grant

CA12. Public Works RES-2020-491
Approve a Second Amendment with Willdan Engineering to Provide Engineering Consulting Services on the Bridge Preventive Maintenance Program (BPMP) - Phase I to Extend the Term of the Agreement to December 31, 2022, Project No. BPMP-5940(123); and Authorize the Board of Supervisors Chair to Sign the Amendment

CA13. Public Works RES-2020-492
Approve Budget Action Recognizing Unanticipated Revenue and Allocate Expense in Facilities Maintenance ($25,000) 4/5ths Vote Required
CA14. **Administration**   **RES-2020-493**

Ratify a Letter Opposing Assembly Bill 660, Which Would Prohibit Law Enforcement from Engaging in Contact Tracing

**E. Items Considered Separately**

9:14 AM Chair Cann passed the gavel to Marshall Long.

CA5. **Board of Supervisors**

Approve the Minutes of Tuesday, July 07, 2020

RESULT: ADOPTED [4-0]

MOVER: Marshall Long, District III Supervisor

SECONDER: Rosemarie Smallcombe, District I Supervisor

AYES: Rosemarie Smallcombe, Marshall Long, Kevin Cann, Miles Menetrey

EXCUSED: Merlin Jones

**F. Departmental Presentation**

Mike Healy/Public Works Director reported on the end of the annual day camp and swim lesson program, and commended HHSA and Public Works staff for their efforts amid the COVID-19 pandemic. Supervisor Cann noted taking six tile plaques over to Public Works for those employees who retired with more than 15 years of service and discussed the number of years of service represented there.

Steve Ward/Fire Chief discussed the number of fires up and down the state; the draw on available equipment; and the cooperation between CAL FIRE and Mariposa County.

Eric Sergienko noted moving to Mariposa four years ago yesterday; discussed how the lessons learned during the Detwiler and Ferguson fires have been applied to this pandemic; and commended the Board and the Sheriff for their efforts. Dr. Sergienko also extended thanks to Mr. Healy for his kind words, and to Steve Ward for the growing partnership. He also discussed the data issues with CalREDIE and reported that the state was able to correct the issues and clear up the backlog over the weekend; noted that the effects were minimal for Mariposa County because they were also analyzing data from other sources as well; and advised that the State Health Officer resigned leaving the State without neither a Health Officer or a Deputy Health Officer in place. Dr. Sergienko also reported on a recent Unified Support Team meeting in Madera that was led by former HHSA Director, Chevon Kothari; and noted that they recognized numerous gaps especially with congregate living situations. Dr. Sergienko also discussed the escalating number of cases in surrounding counties.

Pete Judy/Chief Probation Officer extended thanks to Dr. Sergienko and his staff for their expertise and efforts. Chief Judy also acknowledged various individuals who have come out of retirement to assist his department.
G. Public Comment on Non-Agenda Items

Xav Dubois/Chamber of Commerce noted the closure of the North County Visitor Center and advised that the Chamber is interested in supporting that area. Mr. Dubois also reported going to Coulterville on Friday and discussed the efforts that the owners of the Coulter Cafe have undergone to get information out to the visitors.

H. Additional Item

Chair Cann noted that the Board received a request to consider a time-sensitive, critical issue which came to the Board’s attention after the agenda was published and introduced County Counsel to explain the process.

Steven W. Dahlem/County Counsel advised of the two-step process required to consider such an item. During public comment, Xav Dubois, Nate Pyle/Grove House Owner, Hanna Wackerman/1850 Restaurant Owner, and Keith Erickson/Owner of the Alley and River Rock spoke in support of the Board considering the item.

ACTION: The Board found that the item met the parameters for consideration.

RESULT: ADOPTED [4-0]
MOVER: Rosemarie Smallcombe, District I Supervisor
SECONDER: Marshall Long, District III Supervisor
AYES: Rosemarie Smallcombe, Marshall Long, Kevin Cann, Miles Menetrey
EXCUSED: Merlin Jones

1. Board of Supervisors RES-2020-494

Consider Whether to Allow Alcohol Consumption at the 7th St. Pavilion And, If So, Under What Controls (Supervisor Cann)

Supervisor Cann gave the staff report. Supervisor Smallcombe required clarification regarding whether the conditions would be the same for all restaurants. Dr. Sergienko noted that the Fourth Notice was fairly specific that alcohol sales must be attached to a meal sale but that linking them between establishments is not precluded. Supervisors Smallcombe and Cann discussed the regulatory process required by the state to make these types of sales legal. Supervisor Cann advised that he reached out to the Sheriff who requested assurances that the people who have agreed to manage the area will be the first contact for any enforcement of the rules. During public comment, the item was urged by Debbie Peters/Sierratel, Xav Dubois, Pete Judy/District 4 Resident, Greg Harper, Mike Healy/District 4 Resident, and Hanna Wackerman. Board discussion ensued regarding regulatory controls, and County liability in view of the event being County sponsored. County Counsel noted concern regarding liability given that alcohol was not part of last week’s action and was not included on the insurance rider. Mike Healy advised that he is the permit holder associated with last week’s action which gives him the ability to extend or close down the operation as necessary. County Counsel noted that last week, the event was designated as a County sponsored event and, consequently, requires a change to the insurance to include alcohol should the Board so choose.
RESULT: ADOPTED [4-0]
MOVER: Rosemarie Smallcombe, District I Supervisor
SECONDER: Miles Menetrey, District V Supervisor
AYES: Rosemarie Smallcombe, Marshall Long, Kevin Cann, Miles Menetrey
EXCUSED: Merlin Jones

Recess Board of Supervisors

10:49 AM Chair Cann recessed the meeting for a brief break and reconvened at 10:57 AM, then handed the gavel to Marshall Long, as the Clerk of the Board read the Government Code announcement.

I. LOCAL TRANSPORTATION COMMISSION

10:58 AM Chair Long convened the Local Transportation Commission (LTC) with all members present except for Commissioner Jones.

Public Comment Period
None.

LTC Regular Agenda

11:00 AM Danielle Bondshu/Deputy Clerk of the Board II substituted in as clerk.

1. Public Works LTC-2020-13

Accept Grant Award from the "Mariposa County Integrated Mobility and Housing Strategy" Under the Caltrans Sustainable Transportation, Sustainable Communities Grant Program in the Amount of $270,000; and Direct the Transportation Commission Executive Director to Make All Required Modifications to the Transportation Planning Overall Work Program (OWP) to Reflect This Effort

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

RESULT: ADOPTED [4-0]
MOVER: Miles Menetrey, District V Supervisor
SECONDER: Kevin Cann, District IV Supervisor
AYES: Rosemarie Smallcombe, Marshall Long, Kevin Cann, Miles Menetrey
EXCUSED: Merlin Jones

Adjourn LTC

11:01 AM Chair Long adjourned the LTC meeting and passed the gavel to Kevin Cann.
Reconvene as Board of Supervisors

11:01 AM Chair Cann reconvened the Board of Supervisors meeting.

J. Regular Agenda Items

1. Health and Human Services RES-2020-495
   Rescind Resolution 2020-479 for Project Homekey and Adopt a New Resolution with All Information Included in the Authorizing Resolution; Authorize the County of Mariposa to Apply for Project Homekey Grant; and Authorize the Director of the Health and Human Services Agency (HHSA) to Sign the Application

   Eric Sergienko/Acting HHSA Director gave staff report stating the original resolution was being rescinded due to missing information. No public input.

   RESULT: ADOPTED [4-0]
   MOVER: Rosemarie Smallcombe, District I Supervisor
   SECONDER: Marshall Long, District III Supervisor
   AYES: Rosemarie Smallcombe, Marshall Long, Kevin Cann, Miles Menetrey
   EXCUSED: Merlin Jones

2. Administration RES-2020-496
   Adopt a Resolution Authorizing the Use of Electronic and Digital Signatures and Establishing a Policy for Their Use

   Dallin Kimble/CAO introduced René LaRoche/Clerk of the Board who gave the staff report. Board discussion ensued. During public comment, Luis Mercado/County Auditor spoke in favor of the item.

   RESULT: ADOPTED [4-0]
   MOVER: Rosemarie Smallcombe, District I Supervisor
   SECONDER: Marshall Long, District III Supervisor
   AYES: Rosemarie Smallcombe, Marshall Long, Kevin Cann, Miles Menetrey
   EXCUSED: Merlin Jones

3. Administration (ID # 10851)
   Discussion and Possible Direction for the Fiscal Year 2020 - 2021 (FY21) Budget

   Dallin Kimble reported that the budget would need to be noticed no later than August 28th. He also noted that the Transient Occupancy Tax (TOT) data is changing but he should know more by September 8th. Board discussion ensued. Direction was given as to setting the first budget hearing for September 8th. No public input.
RESULT: DIRECTION GIVEN

K. Items removed from Consent Agenda
None.

L. Board Information
Information received.

M. Adjournment
11:48 AM Chair Cann adjourned the meeting in memory of Judge Wayne Parrish.

Respectfully submitted,

René LaRoche
Clerk of the Board

Danielle Bondshu
Deputy Clerk of the Board II

Kevin Cann
Chair, Board of Supervisors
ACTION SUMMARY MINUTES
August 18, 2020

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

<table>
<thead>
<tr>
<th>Attendee Name</th>
<th>Title</th>
<th>Status</th>
<th>Arrived</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rosemarie Smallcombe</td>
<td>District I Supervisor</td>
<td>Present</td>
<td>9:00 AM</td>
</tr>
<tr>
<td>Merlin Jones</td>
<td>District II Supervisor</td>
<td>Present</td>
<td>9:00 AM</td>
</tr>
<tr>
<td>Marshall Long</td>
<td>District III Supervisor</td>
<td>Present</td>
<td>9:00 AM</td>
</tr>
<tr>
<td>Kevin Cann</td>
<td>District IV Supervisor</td>
<td>Present</td>
<td>9:00 AM</td>
</tr>
<tr>
<td>Miles Menetrey</td>
<td>District V Supervisor</td>
<td>Present</td>
<td>9:00 AM</td>
</tr>
</tbody>
</table>

B. Pledge of Allegiance
Chair Cann led the Pledge.

C. Introductions
None.

D. Approval of Consent Agenda (Items designated by "CA")
No public input.
Regarding CA10, Supervisor Jones noted receiving a complaint that contract payments are two to four months in arrears. Joe Lynch/Health and Human Services Agency (HHSA) Division Director of Administration noted that this item is to transfer money to claim money and clarified that payments cannot be made without signed contracts and contract renewals are a little behind due to the COVID-19 pandemic. Supervisor Smallcombe extended thanks to the volunteer in CA15. Regarding CA18, Supervisor Long inquired as to potential completion dates. Mike Healy/Public Works Director advised that they will issue Plans and Specs then accept bids, with project completion possible for this year if the bids are not high.
RESULT: ADOPTED [UNANIMOUS]

MOVER: Marshall Long, District III Supervisor

SECONDER: Merlin Jones, District II Supervisor

AYES: Smallcombe, Jones, Long, Cann, Menetrey

CA1. **Administration** RES-2020-497
Resolution Continuing the Local Emergency Due to Landslides on Highway 140 En Route to Yosemite National Park

CA2. **Health and Human Services** RES-2020-498
Resolution Continuing a Shelter Crisis Local Emergency in Mariposa County

CA3. **Health and Human Services** RES-2020-499
Resolution Continuing the Public Health Local Emergency Due to the COVID-19 Pandemic

CA4. **Sheriff's Office** RES-2020-500
Resolution Continuing the Local Emergency Due to the COVID-19 Global Pandemic

CA5. Item Withdrawn

CA6. **Child Support Services** RES-2020-501
Authorize the Department Head to Approve an Alternate 9/80 Work Schedule for the Child Support Specialist Positions Within the Department of Child Support Services

CA7. **Clerk of the Board of Supervisors** 2020-69
Receive the List of Agreements Entered into by the Mariposa County Department Heads (Assistant Purchasing Agents) Pursuant to County Code Chapter 3.08 Entered Into, Received and Processed in July of 2020

CA8. **Clerk of the Board of Supervisors** 2020-70
Receive the List of Agreements Entered into by the County Administrative Officer (CAO) (Purchasing Agent) Pursuant to County Code Chapter 3.08, Entered Into, Received and Processed in July of 2020

CA9. **County Counsel** 2020-71
Recognize James Steed for His Past Service on the Mariposa County Safety Committee, Reappoint Pete Judy, Joe Lynch, and Sterling Cramer as Management Representatives; Reappoint Debbie Wass, Erick Hanneman, Jenifer Canter, Monica Ramirez and Stephanie Toppings as Rank and File Representatives; and Appoint Patience Good and Richard Mills as Rank & File Representatives to the Mariposa County Safety Committee for One-Year Terms Expiring 8/18/2021

CA10. **Health and Human Services** RES-2020-502
Approve Budget Action Increasing Revenue and Transferring Funds Within the Various Health and Human Services Budgets for Fiscal Year 2019-2020 Year End Balancing Adjustments ($550,000) 4/5ths Vote Required

CA11. **Health and Human Services**  **RES-2020-503**
Approve an Agreement with the University of California (UC) Davis Extension for Training Involving Mariposa County Health and Human Services Staff in an Amount Not to Exceed $59,287.50; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA12. **Health and Human Services**  **RES-2020-504**
Approve Budget Action Adjusting Expense Appropriations and Recognizing Increases to Revenue in the 001-0403 and 457 Funds for Fiscal Year 2019-2020 Year End Balancing ($8,755) 4/5ths Vote Required

CA13. **HHS/Social Services**  **RES-2020-505**
Adopt the Housing Navigation Program Allocation Acceptance Resolution in a Total Amount Not to Exceed $2,275

CA14. **Planning**  **RES-2020-506**
Adopt a Resolution Authorizing Submittal of a Formal Application to the Wildlife Control Board’s (WCB) Public Access Grant Program to Support Environmental Planning and Compliance Work Associated with the Mariposa Creek Parkway

CA15. **Planning**  **2020-72**
Recognize the Service of Bill King on the Merced River Trail Community Working Group (MRTCWG)

CA16. **Public Works**  **RES-2020-507**
Approve a First Amendment with Willdan Engineering to Provide Engineering Consulting Services on the Bridge Preventive Maintenance Program (BPMP) - Phase II to Extend the Term of the Agreement to December 31, 2022, Project No. BPMP-5940(123); and Authorize the Board of Supervisors Chair to Sign the Amendment

CA17. **Public Works**  **RES-2020-508**
Approve an Agreement with Moore Twining for Material Testing on the Indian Gulch Bridge (40C0059) in Amount Not to Exceed $41,657; and Authorize the Board Chair to Sign the Agreement

CA18. **Public Works**  **RES-2020-509**
Approve Plans and Specifications for Construction of the Ben Hur Road Rehabilitation Project; Authorize the Director, Public Works and Transportation to Advertise, Award to the Lowest Responsible Bidder, and Sign the Agreement; (Subject to Approval as to Legal Form by County Counsel)

**E. Board Recognitions**

1. **Child Support Services**  **2020-73**
Proclaim August 2020, as "Child Support Awareness Month"

Sharon Wardale-Trejo/Child Support Services Director gave the staff report. Board discussion ensued. During public comment, Eric Sergienko/Acting Health and Human Services (HHSA) Director - Health Officer spoke in support of the item. Chair Cann presented the Proclamation to Ms. Wardale-Trejo.

RESULT: ADOPTED [UNANIMOUS]
MOVER: Rosemarie Smallcombe, District I Supervisor
SECONDER: Merlin Jones, District II Supervisor
AYES: Smallcombe, Jones, Long, Cann, Menetrey

F. Departmental Presentation

John Morgan/Fire Chief provided an update on a structure fire yesterday morning at the Tenaya Lodge. Chief Morgan noted that the immediate response by the Tenaya volunteers was able to control the fire to about 10 feet of grass and a couple of trees and spoke in favor of other employers offering similar protection. The Board extended thanks for the report.

Mike Healy/Public Works Director reported that the Day Camp program closed last Friday; advised that the Mariposa pool will be open this week, but noted that he does not have the staff to keep the others open. Mr. Healy also reported that Dennis Agar has been named Interim Director of Caltrans District 10. Supervisor Jones and Mr. Healy discussed the Coulterville pool and the need for a new pump.

Eric Sergienko discussed the heat and the need and triggers for Cooling Centers; advised that he has already spoken with Public Works about wiring McCay Hall for a generator in case of a blackout; and noted that anyone requiring assistance should call the Health and Human Services Agency. Dr. Sergienko also reported on new actions by the Governor which put five counties on the State’s monitoring list, but that Tuolumne County was not one of them; and he encouraged everyone to continue getting testing even if they have no symptoms. Dr. Sergienko also discussed the 24 hour hold on lodgings, and the time that it takes for aerosolized particles to settle.

Dallin Kimble/County Administrative Officer (CAO) noted communications with CalOES regarding the need to conserve electricity during this hot spell and he advised that, for that reason, County offices had closed at 3:00 PM yesterday and would do so again today. He also noted that departments have discretion to determine which of their services are essential.

G. Public Comment on Non-Agenda Items

Maryann Huff/North County citizen advised that the Cooling Centers were used last year, but that it is difficult to get news out fast and suggested informing the local businesses when something like the pool goes down. She also noted that they get a lot of news from Facebook but that it has been impacted since the pandemic struck and it would be good to get broadband. Supervisor Jones advised that he has been in communications with Conifer and AT&T and that they are working on increasing bandwidth.

Mike Healy/Public Works Director noted that they have extended the Mariposa pool hours for this additional week, but that they lose employees to staff it when school is back in session. Mr. Healy also noted that they are trying to recruit people in
the North County and if they get some trained adults they will be able to extend the season. He also noted that they have learned in the past of the need for community showers during times of emergency and that they have installed a hot water tank at the pool so that it can be opened for community use, when needed.

**Recess Board of Supervisors**

10:02 AM Chair Cann recessed the meeting for and passed the gavel to Marshall Long, while the Clerk of the Board read the government code announcement.

**H. LOCAL TRANSPORTATION COMMISSION**

10:03 AM Chair Long convened the Local Transportation Commission (LTC) meeting with all commissioners present.

**Public Comment Period**

None.

**LTC Regular Agenda**

1. Public Works LTC-2020-14

Adopt a Resolution Granting Authority to the Local Transportation Commission Executive Director to Act on Behalf of the Local Transportation Commission of Mariposa County to Submit an Application and Reimbursement Documents Seeking Federal Transit Funding Under (FTA) Section 5311 with the California Department of Transportation; and Sign All Certification of Assurances, Contracts or Agreements or Any Other Document Required by the Department of Transportation (Subject to Approval as to Form by County Counsel)

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

RESULT: ADOPTED [UNANIMOUS]

MOVER: Merlin Jones, District II Supervisor

SECONDER: Miles Menetrey, District V Supervisor

AYES: Smallcombe, Jones, Long, Cann, Menetrey

**Adjourn LTC**

10:06 AM Chair Long adjourned the LTC meeting.

**Reconvene as Board of Supervisors**

10:06 AM Chair Cann reconvened the Board of Supervisors meeting.

**I. Regular Agenda Items**
10:06 AM Chair Cann advised that Item 2 has been withdrawn, and that Number 4 will be the second item at 2:00 PM.

1. **Board of Supervisors**  (ID # 10906)

   **Receive a Presentation from Representatives of the Northern Mariposa County History Center (Board Chair)**

   Judy Stafford/Northern County History Center Board of Directors President gave the presentation. During public comment, Maryann Huff/Past President of the Northern Mariposa County History Center and Mike Healy/Bootjack Resident spoke in support of the history center.

   **RESULT:** INFORMATION RECEIVED

   **Recessed**

10:28 AM Chair Cann recessed the meeting for a brief break and reconvened at 10:35 AM.

2. **Building**  (ID # 10825)

   **WITHDRAWN: Waive First Reading and Introduce an Ordinance Amending Section 15.10.090 of Chapter 15.10 of the County Code Titled “Revisions to the California Residential Code”**

   **RESULT:** WITHDRAWN

3. **Public Works**  2020-ORD-1155

   **Waive the First Reading and Introduce an Ordinance Amending Section 10.08.020 of the County Code Titled "Stopping, Parking, or Standing Prohibited" to Add Section "R" Which is Proposed to Read as Follows "On Both Sides of Lazo Way from Zarzo Way in Both Directions to Coronado Drive"**

   Mike Healy gave the staff report. Board discussion ensued regarding the need for the ordinance. No public input. The Clerk of the Board read the title into the record after the motion.

   **RESULT:** INTRODUCED [UNANIMOUS]  Next: 9/1/2020 9:00 AM

   **MOVER:** Merlin Jones, District II Supervisor

   **SECONDER:** Marshall Long, District III Supervisor

   **AYES:** Smallcombe, Jones, Long, Cann, Menetrey

   **Recessed**

10:44 AM Chair Cann recessed the meeting noting that Supervisor Long had an emergency to attend to. The meeting was reconvened at 10:50 AM.

4. **Administration**  RES-2020-539

   **Public Hearing: Approve a Vacant Land Purchase Agreement of Real Property Identified as Assessor’s Parcel Numbers 012-340-005, 012-140-**
Dallin Kimble requested this item be continued to next week. No public input. Supervisor Jones inquired if delaying this item would cause any problems with the escrow. Mr. Kimble assured that it would not and that the escrow is set to close on September 11, 2020.

RESULT: CONTINUED TO NEW DATE Next: 8/25/2020 9:00 AM

J. Items removed from Consent Agenda

CA5. Board of Supervisors
Approve the Minutes of Tuesday, July 21, 2020

Recess
10:56 AM Chair Cann moved the Board into Closed Session.

K. Closed Session

1. Human Resources (ID # 10862)
CLOSED SESSION: Conference with County Labor Negotiator; Name of Employee Organization: Service Employees International Union (SEIU) Local 521; Name of County Designated Representative: Richard C. Bolanos

No public input.

RESULT: CLOSED SESSION HELD

2. Human Resources (ID # 10921)
CLOSED SESSION: Conference with County Labor Negotiator; Name of Employee Organization: Mariposa County Managerial and Confidential Organization (MCMCO); Name of County Designated Representative: Richard C. Bolanos

Supervisor Cann noted that he will be recusing himself from this item as he has a family member in this union. No public input.

RESULT: CLOSED SESSION HELD

3. Human Resources (ID # 10863)
CLOSED SESSION: Conference with County Labor Negotiator; Name of Employee Organization: Deputy Sheriffs’ Association (DSA); Name of County Designated Representative: Richard C. Bolanos
No public input.

RESULT: CLOSED SESSION HELD

4. Human Resources (ID # 10864)
CLOSED SESSION: Conference with County Labor Negotiator; Name of Employee Organization: Sheriffs’ Management Association (SMA); Name of County Designated Representative: Richard C. Bolanos

No public input.

RESULT: CLOSED SESSION HELD

5. Human Resources (ID # 10898)
CLOSED SESSION: Public Employment, Title or Position to be Filled: (Government Code Section 54957 (B) (1)); Human Resources Director

No public input.

RESULT: CLOSED SESSION HELD

L. 2:00 PM Reconvened

2:00 PM Chair Cann reconvened the meeting with Danielle Bondshu/Deputy Clerk of the Board II as clerk.

1. Planning (ID # 10880)

Receive a Presentation on the Progress of the Creative Placemaking Master Plan

Mikey Goralnik/Planning Department gave a PowerPoint presentation. During public comment, Cara Goger/Arts Council Executive Director and Sandra Rhoan Chapman spoke in favor of the updates. Board discussion ensued.

RESULT: INFORMATION RECEIVED

Recessed

2:48 PM Chair Cann recessed the Board for a brief break and reconvened at 2:51 PM.

2. Administration/Community Development RES-2020-510

Adopt a Resolution Approving an Application for CDBG Funding; and Authorize the Board of Supervisors Chair to Sign the Grant Agreement and Any Amendments Thereto from the CARES Act Funding Allocated to the State CDBG Program (Subject to Approval as to Legal Form by County Counsel), Which was Set Aside for Mariposa County; to Benefit the 7Th Street Dining Area (Aka Gather Mariposa)

Dallin Kimble/County Administrative Officer introduced Tara Schiff/Economic Development Specialist who gave the staff report. Board discussion ensued. During public comment Xav Dubois/Chamber of Commerce Board member spoke in favor of the item.
RESULT: ADOPTED [UNANIMOUS]

MOVER: Merlin Jones, District II Supervisor

SECONDER: Marshall Long, District III Supervisor

AYES: Smallcombe, Jones, Long, Cann, Menetrey

Recessed

3:05 PM Chair Cann moved the Board into Closed Session for agenda item K.5.

3. Administration (ID # 10852)

Discussion and Possible Direction for the Fiscal Year 2020 - 2021 (FY21) Budget

RESULT: WITHDRAWN

Report Out

3:53 PM Chair Cann reconvened and reported from Closed Session that Information was Received and Direction was Given in Closed Session agenda items K.1, K.3, K.4 and K.5. and that Agenda item K.2 was not held. He also announced that Regular agenda item I.5. had been withdrawn.

M. Board Information

The Board opted to skip this section on this date.

N. Adjournment

3:55 PM Chair Cann adjourned the meeting in memory of Patricia Depew, Karl Heinz Rassau, Jane Mills Sheldon, Martha Weinzierl, and Harry Snell Jr.

Respectfully submitted,

René LaRoche
Clerk of the Board

Danielle Bondshu
Deputy Clerk of the Board II

Kevin Cann
Chair, Board of Supervisors
MEETING: September 15, 2020

TO: The Board of Supervisors

FROM: Rene LaRoche, Clerk of the Board

RE: CAO (Purchasing Agent) Signed Agreements

RECOMMENDATION AND JUSTIFICATION:
Receive the List of Agreements Entered into by the County Administrative Officer (CAO) (Purchasing Agent) Pursuant to County Code Chapter 3.08, Entered into, Received and Processed in August of 2020.

Per Resolution 05-400, the CAO is to provide the Board with an informational item with a monthly synopsis of agreements entered into for that particular month.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board last received a synopsis of CAO Executed Agreements in August of 2020 for Agreements received in July 2020.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
The Board will be unaware of the contracts that the CAO has authorized.

ATTACHMENTS:
CAO approved agreements 9-15-20 (PDF)
### BOARD REPORT ON CAO EXECUTED CONTRACTS

**Board Agenda Item for September 15, 2020**

<table>
<thead>
<tr>
<th>Contractor</th>
<th>Amount</th>
<th>Term</th>
<th>Service</th>
<th>Department</th>
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<tbody>
<tr>
<td>Donald Cripe</td>
<td>$36,000</td>
<td>7/1/20 to 6/30/21</td>
<td>Ag. Commissioner</td>
<td>HHS A</td>
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<td>Bakersfield Behavioral Healthcare Hospital</td>
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<td>7/1/20 to 6/30/21</td>
<td>Psychiatric Inpatient Services</td>
<td>HHS A</td>
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<td>Tuolumne County</td>
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<td>2/1/20 to 1/31/21</td>
<td>Amendment 1 - Interim Health Officer</td>
<td>HHS A</td>
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<td>Wallace, Roberts, Todd (Amendment 1)</td>
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<td>7/15/19 to 6/30/20</td>
<td>Amendment to extend the term of the agreement from 7/15/19 to 3/31/20 to 7/15/19 to 6/30/20</td>
<td>Planning</td>
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<td>8/31/20 to 6/30/21</td>
<td>Fish Camp FS - Heating Mat Install</td>
<td>PW</td>
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<td>Golden Valley Engineering</td>
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<td>7/27/20 to 6/30/21</td>
<td>Project Home Key</td>
<td>PW</td>
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<td>Dayhoff Cabinets</td>
<td>$14,214.88</td>
<td>8/15/20 to 12/31/20</td>
<td>Medical Cabinet build and install for Adult Detention Center</td>
<td>SO</td>
</tr>
</tbody>
</table>

PA= Purchasing Agent (CAO)

APA= Assistant Purchasing Agent (Department Head)
MEETING: September 15, 2020

TO: The Board of Supervisors

FROM: Rene LaRoche, Clerk of the Board

RE: Department Head Signed Agreements

RECOMMENDATION AND JUSTIFICATION:
Receive the List of Agreements Entered into by the Mariposa County Department Heads (Assistant Purchasing Agents) Pursuant to County Code Chapter 3.08 Entered Into, Received and Processed in August of 2020.

Per Resolution 05-400, the CAO is to provide the Board with an informational item with a monthly synopsis of agreements entered into for that particular month.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board last received a synopsis of CAO Executed Agreements in August of 2020 for Agreements received in July 2020.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
The Board will be unaware of the contracts that the Department Heads have authorized as Assistant Purchasing Agents.

ATTACHMENTS:
Department head approved agreements 9-15-2020 (PDF)
### BOARD REPORT ON DEPARTMENT HEAD EXECUTED CONTRACTS

Board Agenda Item for September 15, 2020

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<th>Service</th>
<th>Department</th>
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</thead>
<tbody>
<tr>
<td>Bickmore Actuarial</td>
<td>$10,000</td>
<td>8/11/20 to 6/30/21</td>
<td>Actuarial Services 2020 Analysis</td>
<td>CoCo</td>
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<tr>
<td>Terrence R. Fick</td>
<td>$9,000.00</td>
<td>7/23/20 to 7/22/21</td>
<td>Pre-Employment Background Investigations</td>
<td>Probation</td>
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<td>47th Place Carpet One (A1)</td>
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<td>5/14/20 to 12/31/20</td>
<td>Amendment one to extend the term to 12/31/20</td>
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</table>

PA= Purchasing Agent (CAO)

APA= Assistant Purchasing Agent (Department Head)
MEETING: September 15, 2020

TO: The Board of Supervisors

FROM: Eric Sergienko, Health Officer/Acting HHSA Director

RE: Appoint Dennis Mende to the In-Home Supportive Services Advisory Committee

RECOMMENDATION AND JUSTIFICATION:
Appoint Dennis Mende to the In-Home Supportive Services (IHSS) Advisory Committee for a Continuous Term.

AB 1682, legislation that resulted in an employer of record for IHSS, went into effect in 1999. The law also requires that each County establish an Advisory Committee. Certain slots on the Advisory Committee are mandated to include client, provider and community representation.

The County adopted a Resolution that is in harmony with AB 1682 and sets the Advisory Committee membership at seven (7). There are currently four (4) members. The appointment of Dennis Mende would bring the committee membership to five (5), which would provide greater opportunity to reach a quorum.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
Your Board has continued to follow the recommendation of the IHSS Advisory Committee regarding the appointment of new members.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
By not appointing interested members to the IHSS Advisory Committee, current members will not be as effective and may not be able to meet the mission of the Committee.

ATTACHMENTS:
Redacted Application for Dennis (PDF)
Application for Appointment to Mariposa County

Boards, Commissions and Committees

http://www.mariposacounty.org/index.asp?NID=119

Name of Board, Commission or Committee for which you are applying:

In-Home Supportive Services Advisory Committee

Supervisory District in which you reside:

R. Smallcom & C

Length of Residency in the County:

32 years

First Name:

Dennis

Last Name:

Mende

Mailing Address:


Email Address:


Are you over 18 years of age:

yes

Employment Status:


Employer's Name:


Employer's Address:


Day Telephone Number:


Cell Phone Number:


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

Like to volunteer & serve community

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


Note: This document is subject to public inspection

Last Modified: 11/1/2013

Packet Pg. 36

Attachment: Redacted Application for Dennis Mende to the In-Home Supportive Services Advisory Committee (10897: Appoint Dennis Mende to the In-Home Supportive Services Advisory Committee)
List any information regarding experience, training and/or education that you feel qualifies you for this position:

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

NO If Yes, please explain:

Resume: Attached:  

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

Do you have transportation? YES

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

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

Dated: July 20   Signature: D. Mende

NOTE: THIS DOCUMENT IS SUBJECT TO PUBLIC INSPECTION

Last Modified: 11/2013
MEETING: September 15, 2020

TO: The Board of Supervisors

FROM: Eric Sergienko, Health Officer/Acting HHSA Director

RE: Appointment to the Area 12 Agency on Aging Advisory Council

RECOMMENDATION AND JUSTIFICATION:
Appoint Sue Overstreet to the Area 12 Agency on Aging Advisory Council to Fill an Unexpired Term Ending January 9, 2022.

The Membership & Recruitment Committee for Area 12 Agency on Aging Advisory Board have determined that Ms. Overstreet meets all criteria for the Advisory Council membership and has submitted their letter of support.

The Area 12 Agency on Aging Advisory Council is comprised of representatives from the counties that receive services from Area 12 Agency on Aging. The purpose of the Advisory Council is to advise the Area 12 Agency on Aging Governing Board.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board has previously approved the recommended appointments to the Area 12 Agency on Aging Advisory Council.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
The alternative is to not approve the recommendation, whereby creating an ongoing vacancy within the Advisory Council.

ATTACHMENTS:
Application for Sue - Redacted (PDF)
A12AA Letter of Support for Sue - Redacted (PDF)
Name of Board, Commission or Committee for which you are applying: Area 12 Agency on Aging Advisory Council

Supervisory District in which you Reside: 3 - Marshall's

Length of Residency in the County: 25 years

First Name: Sue

Last Name: Overstreet

Mailing Address:

Email Address:

Are you Over 18 Years of Age: Yes

Employment Status:

Employer’s Name:

Employer’s Address:

Day Telephone Number:

Cell Phone Number:

Please explain why you wish to serve on this Board/Commission/Committee: As an older person the issues we deal with - transportation, isolation, medical concern me. I think I would contribute a perspective that will be useful to the Council.

Please list prior/current appointments to other Boards/Commissions/Committees: Resource Conservation District
School Bond Oversight Committee

NOTE: THIS DOCUMENT IS SUBJECT TO PUBLIC INSPECTION

Last Modified: 11/2013
List any information regarding experience, training and/or education that you feel qualifies you for this position:

As a retired educational administrator, I have a strong background in working with governmental agencies. I was a Special Projects Director for the Mariposa County School District. In this capacity I worked with Human Services, Mental Health, and the organization that became The Community Alliance.

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

No

If Yes, please explain:

Resumé Attached:  

Time(s) you have available to attend meetings (days, evenings, etc.):  no restrictions at this time  

Do you have transportation?  

Yes

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

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

Dated: 2/27/2020  Signature: 

NOTE: THIS DOCUMENT IS SUBJECT TO PUBLIC INSPECTION
August 20, 2020

Mariposa County Health and Human Services Agency
Attn: Terri Peresan
PO Box 99
Mariposa, CA 95338

Dear Terri,

The Area 12 Agency on Aging (A12AA) Advisory Council Membership & Recruitment Committee members have determined that Sue Overstreet meets all established criteria for Advisory Council membership.

We respectfully submit this letter with Ms. Overstreet’s Advisory Council Membership - Supplemental Application for review by the Mariposa County Board of Supervisors, and recommend she be appointed to the A12AA Advisory Council.

Sincerely,

Janet Clark
A12AA Advisory Council
Membership & Recruitment Chair
Advisory Council Membership - Supplemental Application

Name: Sue Overstreet

Mailing Address: [Redacted]

Contact phone #: [Redacted]

E-mail address: [Redacted]

1. What is your experience working with the 60+ adult population? I have served on a variety of boards and committees. Most of the members have been over 60. I helped a 75 year old write her memoirs a few years back.

2. What do you think is the greatest challenge facing older adults in your community? Isolation, financial problems, and transportation.

3. What is your past leadership experience? I retired as an administrator with the title of Director of Special Projects. In this capacity I was in charge of a variety of educational committees. I represented the school district at County level agency meetings. I had a consulting business for several years after retiring.

4. Please tell us what you know about the Area 12 Agency on Aging.
I know it is a council which includes representatives from the Sierra foothill counties that engages in cooperative efforts to address the issues and concerns of our aging populations.

5. What experiences have you had with Area 12 Agency on Aging?
I have attended one meeting. I have a friend who once represented Mariposa on the Council and she would share her experiences of being a member.

6. Why do you want to participate on the Area 12 Advisory Council?
As an elder with some energy left I think would represent Mariposa County pretty well. I strongly support collaborative efforts of all kinds and like the way the Council operates.

7. What do you feel you can contribute to the Area 12 Advisory Council?
I am familiar with various Mariposa County agencies and community organizations and will share my knowledge.

X:AdvisoryCouncil/Committees/Membership
Updated 1-28-19
8. Working collaboratively with fellow members is essential for the success of the Area 12 Advisory Council. Do you feel you can work thoughtfully in a committee/group situation? Do you have experience working with a committee/group? As mentioned above, I have many years of working with various committees and groups.

9. Are you able to assist the committee in activities/tasks outside of scheduled committee meetings, such as: attending meetings on behalf of the Area 12 Advisory Council, participating in conference calls on behalf of the Council? Yes

10. Do you have a computer? Yes

11. Do you use: E-mail Yes
    Microsoft Word No (I use Pages on the Mac)
    Desktop Publishing No

12. If appointed, which one of our Standing Committees would you be interested in serving on? Please rank them in the order of importance. (See Attachment 1)
    1. Housing and Transportation
    2. Public Information
    3. Legislation
    4. Nutrition

13. Have you attended a meeting of the Area 12 Advisory Council? Yes
    If so, when and where? Sonora. The last meeting before the pandemic shutdown.

Applicant's Signature

Date

Please submit this application to Area 12 Agency on Aging
RESOLUTION - ACTION REQUESTED

MEETING: September 15, 2020

TO: The Board of Supervisors

FROM: Eric Sergienko, Health Officer/Acting HHSA Director

RE: MOU with California Health and Wellness Plan for Targeted Case Management Services

RECOMMENDATION AND JUSTIFICATION:
Approve a Memorandum of Understanding (MOU) with California Health and Wellness Plan (CHWP) to coordinate patient physical and behavioral health Targeted Case Management services; and Authorize the Acting Health and Human Services Agency (HHSA) Director to Sign the Memorandum of Understanding.

The purpose of this Memorandum of Understanding (MOU) is to describe the responsibilities of HHSA and Anthem in the coordination of Targeted Case Management to CHWP’s Medi-Cal beneficiaries. There will be no exchange of funds between CHWP and HHSA, but this MOU will result in additional Federal Financial Participation revenue reimbursed by DHCS to HHSA for services performed to Medi-Cal beneficiaries.

This TCM coordination MOU is required because some of the Medi-Cal beneficiaries in the county service area are California Health and Wellness Plan members. HHSA is under contract with the Department of Health Care Services (DHCS) to serve as a Targeted Case Management (TCM) services provider. A TCM provider is responsible for the provision of TCM services consistent with the requirements of Title 22 of the California Code of Regulations.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board approved the previous agreement with California Health and Wellness Plan on July 2, 2019 by Resolution 2019-382.

Mariposa County first entered into an MOU with CHWP on July 1, 2014.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
If this MOU is not approved, HHSA will forego the additional Federal Financial Participation revenue to be reimbursed by DHCS to HHSA for services performed to Medi-Cal beneficiaries.

FINANCIAL IMPACT:
There will be no exchange of funds between CHWP and Mariposa County Behavioral Health under this MOU. There will be no impact to the County General Fund.

ATTACHMENTS:
CA Health and Wellness MOU 2021 - Wcsignature (PDF)
Subject to Review and Approval
by Department of Managed Health Care
and Department of Health Care Services

MEMORANDUM OF UNDERSTANDING

between
CALIFORNIA HEALTH AND WELLNESS PLAN and
County of Mariposa, Health and Human Services Agency for
COORDINATION OF SERVICES

This MEMORANDUM OF UNDERSTANDING ("MOU") is made and entered into as of this _______ day of ________, 2020, by and between County of Mariposa, Health and Human Services, ("COUNTY") and California Health and Wellness Plan ("CHWP") (hereinafter sometimes referred to as the "Parties" collectively or a "Party" individually).

WHEREAS, CHWP has executed a contract ("Medi-Cal Contract") with the Department of Health Care Services to provide or arrange for the provision of health care services to those Medi-Cal individuals who are assigned to CHWP ("Members") in the county or counties where CHWP is approved to operate under the terms of its Medi-Cal Contract ("Service Area").

WHEREAS, COUNTY, through its County of Mariposa, Health and Human Services Agency, is mandated by State of California ("State") and federal laws to provide specific health services to the residents of COUNTY who may be Members or eligible to be Members.

WHEREAS, under the terms of its Medi-Cal Contract, CHWP is required to negotiate in good faith and execute a memorandum of understanding with local health departments to facilitate the coordination of certain health services for Members.

NOW, THEREFORE, in consideration of the purposes stated above and the promises exchanged herein, and other valuable consideration, receipt of which is hereby acknowledged, the Parties agree to fulfill the responsibilities set forth in this MOU and all attachments thereto, as follows:

1. TERM

This MOU shall become effective retroactively to the 1st day of ________, 2020, and automatically renew annually thereafter,
2. TERMINATION
   
   A. Non-Allocation of Funds – The terms of this MOU, and the services to be provided
      hereunder, are contingent on the approval of funds by the appropriating government agency. Should sufficient funds
      not be allocated, the services provided may be modified, or this MOU terminated at any time by giving CHWP sixty
      (60) days advance written notice.
   
   B. Without Cause – Under circumstances other than those set forth above, this MOU may be
      terminated by CHWP or COUNTY or designee, upon the giving of sixty (60) days advance written notice of an
      intention to terminate.
   
   C. Breach – Either Party may terminate this MOU upon a material breach if such breach has
      not been cured within thirty (30) days of receipt of written notice of breach by the non-breaching party.

3. COMPENSATION
   
   The program responsibilities and coordination of efforts conducted pursuant to the terms and conditions
   of this MOU shall be performed without the payment of any monetary consideration by CHWP or COUNTY, one to
   the other.

4. INDEPENDENT CONTRACTOR
   
   In performance of the work, duties and obligations assumed by CHWP and COUNTY under this MOU,
   it is mutually understood and agreed that CHWP and COUNTY, including any and all of their respective officers,
   agents, and employees will at all times be acting and performing as an independent contractor, and shall act in an
   independent capacity and not as an officer, agent, servant, employee, joint venture, partner, or associate of the other
   party. Furthermore, neither party shall have any right to control or supervise or direct the manner or method by which
   the other party shall perform its work and function. CHWP and COUNTY shall comply with all applicable provisions
   of law and the rules and regulations, if any, of governmental authorities having jurisdiction over matters which are
   directly or indirectly the subject of this MOU.

   Because of its status as an independent contractor, CHWP shall have absolutely no right to employment
   rights and benefits available to COUNTY employees. CHWP shall be solely liable and responsible for providing to,
   or on behalf of, its employees all legally-required employee benefits. In addition, CHWP shall be solely responsible
   and save COUNTY harmless from all matters relating to payment of CHWP’s employees, including compliance with
   Social Security, withholding, and all other regulations governing such matters. It is acknowledged that during the
   term of this MOU, CHWP may be providing services to others unrelated to the COUNTY or to this MOU.
5. **HOLD-HARMLESS**

Each of the Parties hereto shall be solely liable for negligent or wrongful acts or omissions of its officers, agents and employees occurring in the performance of this MOU, and if either Party becomes liable for damages caused by its officers, agents or employees, it shall pay such damages without contribution by the other Party. Each Party hereto agrees to indemnify, defend (if requested by the other Party) and hold harmless the other Party, its officers, agents and employees from any and all costs and expenses, including reasonable attorney fees and court costs, claims, losses, damages and liabilities proximately caused by the indemnifying Party, including its officers, agents and employees, breach of its obligations under this MOU, its solely negligent or wrongful acts or omissions.

6. **DISCLOSURE OF SELF-DEALING TRANSACTIONS**

Members of CHWP Board of Directors shall disclose any self-dealing transactions that they are a Party to while CHWP is providing goods or performing services under this MOU. A self-dealing transaction shall mean a transaction to which CHWP is a Party and in which one or more of its directors has a material financial interest. Members of the Board of Directors shall disclose any self-dealing transactions to which they are a Party.

7. **CONFIDENTIALITY**

All responsibilities performed and information shared by the Parties under this MOU shall be in strict conformance with all applicable Federal, State and/or local laws and regulations relating to confidentiality.

COUNTY shall, in collaboration with CHWP, and/or its subcontracted providers and vendors, develop and agree to policies and procedures on sharing information, including but not limited to, establishing secure methods of exchanging data identified below electronically. These policies and procedures will be attached and incorporated into this MOU within 90 days of execution of the MOU. COUNTY shall share the following minimally necessary client/member information to complete the assigned task. CHWP and County will comply with all applicable laws pertaining the use and disclosure of Protected Health Information (PHI) including but not limited to:

- HIPAA / 45 C.F.R. Parts 160 and 164
- Lanterman-Petris-Shorts Act (LPS) / W & I Code Section 5328-5328.15
- 42 C.F.R. Part 2
- HITECH Act (42 U.S.C. Section 1791 et. Seq.)
- California Medical Information Act (CMIA), Ca. Civil Code 56.00-56.37
CHWP and County, and/or its respective subcontracted providers and vendors shall provide all necessary client/member information to the other Party as necessary and appropriate to ensure appropriate care coordination, in compliance with all state and federal privacy laws, including without limitation “HIPAA”. Health Insurance Portability and Accountability Act, a federal law, Public Law 104-191 and its implementing regulations, including Standards for the Privacy of Individually Identifiable Health Information and the Health Insurance Reform: Security Standards at 45 Code of Federal Regulations (C.F.R.) parts 160 and 164, as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH Act), including its implementing regulations, which provide federal protections for individually identifiable health information held by covered entities, as defined therein.

(1) The parties understand and agree that each party has obligations under HIPAA with respect to the confidentiality, privacy, and security of patients' health information, and that each must take certain steps to preserve the confidentiality of this information, both internally and externally, including the training of staff and the establishment of proper procedures for the release of such information, including, when required, the use of appropriate authorizations as specified under HIPAA. The disclosure of data, including without limitation PHI, from CHWP to COUNTY, is for the purposes of CHWP’s payment/health care operations and/or the COUNTY's treatment, payment or health care operations in their capacities as Covered Entities and/or, to the extent applicable, in their capacity as Health Oversight Agencies (as such capitalized terms are defined in HIPAA).

(2) Each party acknowledges that it may have additional obligations under other State or federal laws that may impose on that party additional restrictions with respect to the sharing of information, including but not limited to the Confidentiality of Medical Information Act, Welfare and Institutions Code Section 5328 et. seq., and 42 C.F.R. Part 2.

8. BREACH NOTIFICATION

Incident Reporting, Mitigation, and Remediation. Parties shall report any of the following immediately after Discovery by entity or any Subcontractor: (i) any acquisition, access, or disclosure of PHI not provided for in this Agreement; (ii) and Security Incident involving PHI; (iii) and Breach of Unsecured PHI; and (iv) any loss, destruction, alteration, or other event in which PHI cannot be accounted for (collectively, an “Incident”). Notifications must be sent to privacy@healthnet.com. Party shall implement reasonable systems for the Discovery and prompt
reporting of any Incidents and shall train Business Associate personnel regarding the requirements under this agreement.

9. NON-DISCRIMINATION

During the performance of this MOU, CHWP shall not unlawfully discriminate against any employee or applicant for employment, or recipient of services, because of race, religion, color, national origin, ancestry, physical disability, medical condition, sexual orientation, marital status, age or gender, pursuant to all applicable State and Federal statutes and regulations.

10. RECORDS, AUDITS AND INSPECTIONS

Each Party shall, at any time upon reasonable notice during business hours, and as often as may be deemed reasonably necessary, make available for examination by the other Party, State, local, or federal authorities all of its records and data with respect to the matters covered by this MOU as may be required under State or federal law or regulation or a Party’s contract with a State agency.

11. NOTICES

The persons having authority to give and receive notices under this MOU and their addresses include the following:

<table>
<thead>
<tr>
<th>CHWP</th>
<th>COUNTY</th>
</tr>
</thead>
<tbody>
<tr>
<td>California Health and Wellness Plan</td>
<td>County of Mariposa, Health and Human Services Agency</td>
</tr>
<tr>
<td>1740 Creekside Oaks Drive, Suite 200</td>
<td>5362 Lemee Lane</td>
</tr>
<tr>
<td>Sacramento, CA 95833</td>
<td>Mariposa, CA 95338</td>
</tr>
</tbody>
</table>

or to such other address as such Party may designate in writing.

Any and all notices between COUNTY and CHWP provided for or permitted under this MOU or by law, shall be in writing and shall be deemed duly served when personally delivered to one of the Parties, or in lieu of such personal service, when deposited in the United States Mail, certified postage prepaid, addressed to such Party.

12. GOVERNING LAW

The Parties agree that for the purposes of venue, performance under this MOU is to be in Mariposa County, California.

The rights and obligations of the Parties and all interpretation and performance of this MOU shall be governed in all respects by applicable federal and State laws and regulations, including binding regulatory guidance.
13. AMENDMENTS

Except as otherwise provided in this MOU, this MOU may be amended only by written agreement of duly authorized representatives of the Parties. Each Party shall provide the other with 60 business days’ notice of intent to change a material term of this MOU. Notwithstanding the foregoing, any amendments required by a change in State or federal law, regulation, or Medi-Cal Contract shall take effect immediately. Amendments to this MOU may be subject to review and/or approval by State or local agencies, including but not limited to, the Department of Health Care Services, the Department of Managed Health Care, and the County of Mariposa, Health and Human Services Agency.

14. ENTIRE AGREEMENT

This MOU and all Attachments thereto, as set forth below, constitutes the entire agreement between CHWP and COUNTY with respect to the subject matter hereof and supersedes all previous agreement negotiations, proposals, commitments, writings, advertisements, publications and understandings of any nature whatsoever unless expressly included in this MOU.

15. COUNTERPARTS

This MOU may be executed in counterparts and by facsimile or PDF signature, all of which taken together constitute a single agreement between the parties. Each signed counterpart, including a signed counterpart reproduced by reliable means (such as facsimile and PDF), will be considered as legally effective as an original signature.

16. SEVERABILITY

If any provision of this MOU is rendered invalid or unenforceable by any local, State or federal law, rule or regulation, or declared null and void by any court of competent jurisdiction, the remainder of this MOU shall remain in full force and effect.

17. WAIVER

The waiver of any obligation or breach of this MOU by either Party shall not constitute a continuing waiver of any obligation or subsequent breach of either the same or any other provision(s) of this MOU. Further, any such waiver shall not be construed to be a waiver on the part of such party to enforce strict compliance in the future and to exercise any right or remedy related thereto.

18. ATTACHMENT
The Targeted Case Management services are described in the Targeted Case Management Services attachment, attached hereto and incorporated herein by this reference.
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth beneath their respective signatures.

California Health and Wellness Plan

Signature: Abbie A. Totten
Print Name: Abbie A. Totten
Title: Medi-Cal Program Officer
Date: 8/4/2020
ECM #: 486472

County of Mariposa, Health and Human Services Agency

(Legibly Print Name of Provider)

Signature: 
Print Name: 
Title: 
Date: 8/7/2020

Tax Identification Number:

To be completed by California Health and Wellness Plan only:

Effective Date of Agreement:

Included in Agreement

Attachment/Exhibit

X Attachment – Targeted Case Management Services
TARGETED CASE MANAGEMENT SERVICES

[Mariposa County Health and Human Services Agency] is a local government agency ("LGA") under contract with the Department of Health Care Services to serve as a Targeted Case Management services provider ("TCM Provider"). TCM Provider is responsible for the provision of TCM services consistent with the requirements of Title 22 of the California Code of Regulations.

While a California Health and Wellness Plan ("CHWP") member may be eligible for TCM services, the parties understand and agree that these services are not covered by CHWP under its Medi-Cal contract with the Department of Health Care services and CHWP will not be responsible for compensation to TCM Provider, the County, or any division thereof, for such services.

The parties agree to coordinate services relative to TCM as follows:

<table>
<thead>
<tr>
<th>CATEGORY</th>
<th>Targeted Case Management (&quot;TCM&quot;) Program Responsibilities</th>
<th>California Health and Wellness Plan (&quot;CHWP&quot;) Responsibilities</th>
</tr>
</thead>
<tbody>
<tr>
<td>LIAISON(S)</td>
<td>Designate TCM Liaison(s) for respective programs as point of contact for CHWP to address referral and coordination related activities.</td>
<td>Designate CHWP liaison(s) as point of contact for the TCM Program to address referral and coordination related activities.</td>
</tr>
<tr>
<td>CLIENT IDENTIFICATION</td>
<td>County TCM will query all TCM clients to determine their health plan assignment for their primary medical care. County will request access to client managed care status and provider information via existing DHCS provider eligibility information access systems (MEDS).</td>
<td>CHWP will notify the member’s Primary Care Provider (PCP) and/or any Case Manager that the member is receiving TCM services along with the appropriate County TCM contact information. CHWP will notify County TCM Program liaison when a TCM client is receiving complex medical case management from CHWP.</td>
</tr>
<tr>
<td>COORDINATION</td>
<td>a. County will share client/member care plans with CHWP upon request for CHWP members with open TCM cases.</td>
<td>a. CHWP will share client/member care plans with County for CHWP members with open TCM cases.</td>
</tr>
<tr>
<td></td>
<td>b. County will communicate regarding client/member status for open medical and related social support issues to ensure that there is no duplication of service and to ensure that the member receives the optimal level of case management services.</td>
<td>b. CHWP will communicate regarding client/member status for open medical and related social support issues to ensure that there is no duplication of service and to ensure that the member receives the optimal level of case management services.</td>
</tr>
<tr>
<td></td>
<td>c. County will comply with Health Insurance Portability and Accountability Act (HIPAA) requirements when sharing medical information with CHWP.</td>
<td>c. CHWP will comply with Health Insurance Portability and Accountability Act (HIPAA) requirements when sharing medical information with County.</td>
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Mariposa TCM MOU – 7/27/2020
d. For any client/member with an open TCM case needing medical case management, County will communicate at least once every six months with CHWP to ensure that the client/member is receiving the appropriate level of care.

e. The coordination between CHWP and County will include, at a minimum, all medical issues and all social support related issues identified by County and/or CHWP.

f. County will pursue obtaining HIPAA consents from TCM clients to allow the sharing of medical information with CHWP.

d. For any client with an open TCM case needing medical case management, CHWP will communicate at least once every six months to ensure that the client/member is receiving the appropriate level of care.

e. The coordination between County and CHWP will include, at a minimum, all medical issues and all social support related issues identified by CHWP and/or County.

f. CHWP will pursue obtaining HIPAA consents from CHWP clients to allow the sharing of medical information with County.

<table>
<thead>
<tr>
<th>ASSESSMENT AND CARE PLAN PROTOCOL</th>
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<tbody>
<tr>
<td>a. Per Title 42 CFR Section 440.169, TCM services will be provided to clients who require services to assist them in gaining access to needed medical, social, educational, or other services.</td>
</tr>
<tr>
<td>b. County will be responsible for conducting all TCM assessments, and for the development and revision of care plans related to TCM services. The assessment shall determine the need for any medical, social, educational, or other service. This includes the required semi-annual reassessments.</td>
</tr>
<tr>
<td>c. County will share TCM care plans with CHWP if requested by CHWP.</td>
</tr>
<tr>
<td>d. The County TCM care plan will specify the goals for providing TCM services to the eligible individual, and the services and actions necessary for achieving those goals.</td>
</tr>
<tr>
<td>a. CHWP will provide health assessments and care plans for all members as needed.</td>
</tr>
<tr>
<td>b. CHWP will assess member medical needs and shall identify medically necessary social support needs, including required annual reassessments.</td>
</tr>
<tr>
<td>c. CHWP will be responsible for the development and revision of member care plans related to all assessed client medical needs and services related to the medical diagnosis as needed.</td>
</tr>
<tr>
<td>d. CHWP will share care plan information with County as necessary to coordinate member medical issues. In addition, CHWP will share care plans if requested by County.</td>
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| e. CHWP’s Case Manager, when assigned, will communicate with the
to address the client’s medical, social, educational, or other service needs based on the assessment.

e. All clients with open TCM cases will be referred to CHWP by the TCM Case Manager if the client is in need of CHWP case management for medical issues.

f. The TCM assessment extends further than the CHWP assessment as it includes all medical, social, educational and any non-medical aspects of case management, including those social support issues that may be related to a medical need. Non-medical issues may include, but are not limited to, life skills, social support, or environmental barriers that may impede the successful implementation of the CHWP care plan.

g. The County TCM Program will accept referrals of CHWP clients based on the TCM Program’s capacity. A referral does not guarantee enrollment into the County TCM Program.

<table>
<thead>
<tr>
<th>COORDINATION OF CARE BETWEEN TCM AND CHWP</th>
<th>a. The County TCM Case Manager will coordinate with CHWP when:</th>
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<tbody>
<tr>
<td></td>
<td>• The case manager has identified that the client/member receives complex case management from CHWP, and the County TCM Case Manager assesses that the client/member is not medically stable.</td>
</tr>
<tr>
<td></td>
<td>• The client/member indicates (self-declaration of receiving complex</td>
</tr>
<tr>
<td>a. The CHWP Case Manager will coordinate with County TCM Case Manager when:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>- CHWP has identified that the client/member receives TCM services, and the CHWP Case Manager assesses that the client/member is not medically stable.</td>
</tr>
<tr>
<td></td>
<td>- The client/member indicates (self-declaration of receiving complex case management) that they are receiving assistance and/or case management for their needs from a TCM Case Manager or other professional.</td>
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appropriate County contact to discuss client needs and/or coordinate as deemed necessary by either the CHWP Case Manager or the County TCM Case Manager.
case management) that they are receiving assistance and/or case management for their needs from a Case Manager or other CHWP professional.

- The TCM Case Manager assesses that the client may have an acute or chronic medical issue and is not medically stable.
- The TCM Case Manager assesses that the client's medical needs require CHWP case management.
- The TCM Case Manager assesses that the client may have social support issues that may impede the implementation of the CHWP care plan.

b. County TCM Case Manager will determine what coordination options are appropriate for the client’s level of need in order to provide the same level of coordination with CHWP.

c. County TCM Case Manager will also provide any corresponding documentation to the CHWP Case Manager.

d. The County TCM Case Manager will obtain and review the client/member TCM care plan.

e. The County TCM Case Manager will contact the CHWP Case Manager to

- The CHWP Net Case Manager assesses that the client’s medical needs require TCM case management.
- The CHWP Case Manager assesses that the client may have social support issues that may impede the implementation of the CHWP care plan.

b. CHWP will work together with the County TCM Case Manager to determine what coordination options are appropriate for the client’s level of need.

c. CHWP will provide any corresponding documentation to the TCM Case Manager.

d. The CHWP Case Manager will obtain and review the client/member TCM care plan.

e. The CHWP Case Manager will contact the County TCM Case Manager to discuss the client/member medical issues and/or related social support issues.

f. The CHWP Case Manager will notify County TCM Case Manager via an agreed medium (e.g., specific form, email to CHWP), that the client/member is receiving CHWP services and has identified a social support issue(s) that may impede the implementation of the CHWP care plan.

g. The CHWP Case Manager will provide all necessary assessments, and care plans, medical or otherwise, to County TCM Case Manager as soon as possible to address the
<table>
<thead>
<tr>
<th>PROVIDER TRAINING</th>
<th>REFERRAL, FOLLOW UP AND MONITORING PROTOCOL</th>
</tr>
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<tbody>
<tr>
<td>a. The County TCM staff will provide training to CHWP’s staff as requested and within the capacity of TCM staff to accommodate training requests.</td>
<td>a. County TCM Case Managers will provide referral, follow-up, and monitoring services to help members obtain needed services, and to ensure the TCM care plan is implemented and adequately addresses the client’s needs per Title 42 CFR Section 440.169.</td>
</tr>
</tbody>
</table>
| a. CHWP will provide training to TCM staff as requested and within the capacity of their staff to accommodate the training request. | a. CHWP will refer members for the following services in executing their responsibilities to members for the delivery of primary health care and related care coordination:  
- Medical services  
- Non-medical services  
- Basic Social support needs |
| | b. The TCM Case Manager will refer the client to services and related activities that help link the individual with medical, social, educational, |
| | b. CHWP will provide referrals for basic social support needs when an intensive level of case management is not needed and |
or other service providers. The TCM Case Manager will also link the client to other programs deemed necessary and provide follow-up and monitoring as appropriate.

c. The TCM Case Manager will contact CHWP directly as needed to ensure the CHWP Case Manager or PCP is aware of the client/member, and the client/member is receiving the proper care.

d. The above procedures must be followed by County unless the client has an urgent medical situation needing immediate case management intervention.

e. The TCM Case Manager shall provide all necessary referrals as appropriate, medical or otherwise, to CHWP as soon as possible to address the client’s/member’s immediate medical need.

f. TCM Case Managers will refer client to CHWP for all medically necessary services, and authorization for any out-of-network medical services.

g. TCM Case Manager will refer client to CHWP when a medical need develops or escalates after a CHWP assessment and notification of any related medically necessary support issues.

h. TCM Case Manager will refer clients to CHWP when the client needs assistance with medical related services, e.g., scheduling appointments with CHWP and delays in receiving does not require follow-up or monitoring.

Examples include:

1) Member seen by a CHWP Case Manager and the member needs directions to the local Food Bank

2) CHWP Case Manager provides a member with driving directions to the nearest vocational trade school. This would not constitute the need for TCM services.

c. CHWP will refer members to County for TCM services when the individual falls into one of the identified target populations, has undergone a CHWP case management assessment, and meets any of the following criteria:

- Member is determined to need case management services for non-medical needs.

- CHWP has determined that the member has demonstrated an on-going inability to access CHWP services.

- CHWP has determined that member would benefit from TCM face-to-face case management.

- CHWP has concerns that the member has an inadequate support system for medical care.

- CHWP has concerns that the member may have a life skill, social support, or an environmental issue affecting the member’s health and/or successful implementation of the CHWP care plan.
i. If the County determines that the client needs or qualifies for TCM, the TCM Case Manager will assess and specifically identify the issue for which the member was referred as well as all other case management needs and develop a care plan as described in the “Assessment and Care Plan Protocol” section.

j. The TCM Case Manager will provide linkage and referrals as needed and will monitor and follow-up as appropriate.

k. County TCM Program may obtain and review CHWP’s client care plan to assist in assessing the referred issue.

l. The TCM client case shall remain open until the issue referred by CHWP has been resolved, and no other TCM service is determined to be necessary by County. If the client is uncooperative or becomes lost to follow-up, the case will be closed by the TCM Case Manager.

m. County TCM Case Manager will notify CHWP when the referred issues have been resolved.

n. Referral does not automatically confirm enrollment into a TCM program.

d. CHWP shall share information with the TCM Case Manager that informs the TCM Case Manager of the issue for which the referral was made.

e. Referral does not automatically confirm enrollment into a TCM program. Prior to the referral for TCM, CHWP will identify the social, educational, and/or other non-medical issues the member has that require case management.

f. When CHWP refers a member to County for TCM services for any medically necessary or social support needs, coordination will take place as frequently as either CHWP or the TCM Case Manager deems necessary, but no less than quarterly.

<table>
<thead>
<tr>
<th>COMMUNICATION</th>
<th>The County TCM Program will:</th>
<th>CHWP will:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>a. Provide instructions on how to make referrals to County TCM program.</td>
<td>a. Facilitate communications regarding mutual client population and provide</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>---</td>
<td>---</td>
<td></td>
</tr>
<tr>
<td>b.</td>
<td>Provide CHWP with TCM staff roster and liaison list.</td>
<td></td>
</tr>
<tr>
<td>c.</td>
<td>Facilitate case discussions with CHWP as needed.</td>
<td></td>
</tr>
<tr>
<td>d.</td>
<td>Refer any client with an open TCM case to the client’s CHWP Primary Care Provider (PCP) when the TCM case manager identifies client medical need.</td>
<td></td>
</tr>
<tr>
<td>e.</td>
<td>Provide CHWP PCP with client status update when a TCM assessment is performed on a referred client with a new medical need.</td>
<td></td>
</tr>
<tr>
<td>f.</td>
<td>Notify CHWP PCP client’s enrollment status in TCM Program via agreed upon form.</td>
<td></td>
</tr>
</tbody>
</table>

**DATA EXCHANGE**

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
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</tr>
</thead>
<tbody>
<tr>
<td>The County TCM Program will:</td>
<td></td>
</tr>
<tr>
<td>a.</td>
<td>Annually provide CHWP with TCM target populations served, including the TCM target population definitions</td>
</tr>
<tr>
<td>b.</td>
<td>In collaboration with CHWP, develop a referral tracking system at no cost to promote coordination of services for CHWP members receiving services from TCM Case Managers.</td>
</tr>
</tbody>
</table>

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
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</thead>
<tbody>
<tr>
<td>CHWP will:</td>
<td></td>
</tr>
<tr>
<td>a.</td>
<td>Share information among their providers as appropriate.</td>
</tr>
<tr>
<td>b.</td>
<td>In collaboration with TCM Program, develop a referral tracking system at no cost to promote coordination of services for CHWP members receiving services from TCM Case Managers.</td>
</tr>
<tr>
<td>c.</td>
<td>Any information relating to HIV/AIDS or Substance Use Disorder (SUD) will require instructions on how to make referrals to CHWP.</td>
</tr>
<tr>
<td><strong>MEMBER OUTREACH AND EDUCATION</strong></td>
<td><strong>QUALITY IMPROVEMENT AND ISSUE RESOLUTION</strong></td>
</tr>
<tr>
<td>----------------------------------</td>
<td>---------------------------------------------</td>
</tr>
<tr>
<td>a. The County TCM Case Managers will screen all TCM clients to identify if they are assigned to a CHWP for their primary medical care.</td>
<td>a. Notify the CHWP liaison(s) when the client’s medical needs are not being addressed by the PCP as determined by the TCM Case Manager’s ongoing assessment of the client’s overall status.</td>
</tr>
<tr>
<td>b. Ensure that all County TCM Case Managers are educated on how to make referrals to CHWP providers.</td>
<td>b. If an issue remains unresolved, the TCM Liaison can request involvement of appropriate CHWP Management Team staff to address and resolve quality, administrative or operational issues.</td>
</tr>
<tr>
<td>c. Access existing Department of Health Care Services (DHCS) provider eligibility information validation systems for client Medi-Cal Managed Care provider information (MEDS).</td>
<td>c. Participate in ad hoc meetings with CHWP as needed.</td>
</tr>
<tr>
<td>an authorization for disclosure (AFD) for any data exchanged and will be maintained at the provider level, as stated under CFR 42 Part 2 and CMIA.</td>
<td>a. Notify TCM liaisons when mutual client’s non-medical issues are not being addressed effectively as determined by the member’s PCP.</td>
</tr>
<tr>
<td></td>
<td>b. Convene ad hoc meetings with TCM Case Managers as needed.</td>
</tr>
</tbody>
</table>
RESOLUTION - ACTION REQUESTED

MEETING: September 15, 2020

TO: The Board of Supervisors

FROM: Eric Sergienko, Health Officer/Acting HHSA Director

RE: Authorize Health Officer to Sign and Submit Certified Unified Program Agency Application

RECOMMENDATION AND JUSTIFICATION:

Authorize the County Health Officer to Sign and Submit an Application for Fiscal Year 2020-2021 for the Certified Unified Program Agency (CUPA) Rural Reimbursement Funds in the Amount of $60,000; Authorize the County Health Officer to Sign the Disbursement Worksheet; Authorize the County Health Officer to Submit and Sign Additional Documents to Secure Funding as Necessary; and Authorize the Health Officer to Execute Documents for the Rural CUPA Funding for the Subsequent Four Fiscal Years If Amounts and Conditions Remain Substantially the Same (Subject to Approval as to Legal Form by County Counsel).

Funding for the CUPA program has been included in the Fiscal Year 2020-2021 Budget. In order to receive this funding it is necessary to complete the Disbursement Worksheet and other reporting documents as requested in the attached letter.

This application provides reimbursement funding to assist with costs associated with Health Programs in Rural communities. Mariposa County, pursuant to subdivision (d) of Section 25404.8 California Health and Safety Code (HSC), is eligible for an allocation of up to $60,000 with a 25% match. Fees have been established and are collected from affected agencies to provide the required matching funds.

It was discussed with the Business community and decided that they would prefer local regulation. Mariposa County has applied, at the Board’s direction, for reimbursement each year since the initial application date.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

On October 13, 2015 the Board of Supervisors authorized the Health Officer apply for CUPA Reimbursement Funds for Fiscal Year 2015-2016 and authorized the Health Officer to apply and execute documents for the Rural CUPA Funding for the subsequent four fiscal years if amounts and conditions remain substantially the same with Resolution #15-488.

On November 15, 2011 the Board of Supervisors chair applied for CUPA Reimbursement Funds for Fiscal Year 2011-2012 and authorized the Health Officer to...
apply and execute documents for the Rural CUPA Funding for the subsequent four fiscal years if amounts and conditions remain substantially the same with Resolution # 11-559.

On September 28, 2010 the Board of Supervisors authorized the Health Officer to submit and sign documents for Fiscal Year 2010-2011 with Resolution # 10-458.

On November 27, 2001 the Board of Supervisors authorized the Health Department to submit the initial application for CUPA reimbursement funds with Resolution #01328.

On June 27, 2001 the Board of Supervisors Chair informed Cal-EPA that Mariposa County intended to apply to become a CUPA with Resolution #01-19

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**
Do not apply for this grant and county will not receive Certified Unified Program Agency reimbursement funds.

**FINANCIAL IMPACT:**
The appropriate funding for the program has been included in the Budget for Fiscal Year 2020-21.

**ATTACHMENTS:**
FY 2021 Rural CUPA Application & Year End documents (PDF)
RURAL REIMBURSEMENT GRANT
APPLICATION
Fiscal Year 2020-2021

CUPA Name and Certification Date: Mariposa County  August 13, 2020
Full Address: 5100 Bullion Street, Post Office Box 5
Contact Person: Diane Robarge, Administrative Analyst
Phone and Email address: (209) 742-0953 drobarge@mariposacounty.org
County: Mariposa County

Rural Reimbursement Grant Guidelines
A county in which a Certified Unified Program Agency (CUPA) was not certified on or before January 1, 2000, and where the Unified Program was implemented after that time, is eligible for an allocation of up to $60,000, pursuant to subdivision (d) of Section 25404.8 California Health and Safety Code (HSC). Any eligible CUPA may apply for the Rural Reimbursement Grant (RRG) funds if it meets the following criteria:

Grant Criteria
Please review and select the criteria providing a basis for the CUPA's eligibility for the RRG.

☐ If the county has a population of less than 70,000 persons, the amount of the funds allocated from the account shall not exceed 75% of the amount budgeted by the CUPA to implement the unified program.
☐ If the county has a population of more than 70,000, but less than 100,000 persons, the amount of the funds allocated from the account shall not exceed 50% of the amount budgeted for the CUPA to implement the unified program.
☐ If the county has a population of more than 100,000 but less than 150,000 persons, the amount of the funds allocated from the account shall not exceed 35% of the amount budgeted for the CUPA to implement the unified program.

If the grant criteria is met, the following is required to be considered for a disbursement amount from the Rural Reimbursement Account:

1. A completed application for Rural Reimbursement Grant funds (Rural Reimbursement Grant Distribution Worksheet).
2. A completed Year-End Worksheet/Report for FY 2019-20, accompanied by the Actual Expenditures Detail Sheet attachment.
3. A copy of the final CUPA Budget submitted for approval to the Board of Supervisors for FY 2020/21. This budget should contain a breakdown of the specific CUPA funding.
4. Utilization of official documentation of population. Department of Finance population estimate or other recognized source.

Rural Reimbursement Grant Distribution Amount Worksheet
A. Enter the county total population using an official 2020 County population estimate. 
(CA Department of Finance population estimate website
http://www.dof.ca.gov/Forecasting/Demographics/Estimates/E-1/ or other recognized
source. If alternative source is used, include reference documentation.)
18,067

B. Enter total adopted budget amount for Unified Program, obtained from the attached copy of
the final CUPA Budget approved by the BOS for the current fiscal year.
$110,000

C. Multiply the adopted budget amount, B, times the applicable percentage identified
above in the criteria of the CUPA’s eligibility for the RRG. Enter calculated amount into
C, providing the total reimbursement amount based upon the adopted budget.
$82,500

D. The total reimbursement amount per county cannot exceed $60,000. Enter amount
from C in D, if less than $60,000. If amount is more than $60,000, please write $60,000
in D.
$60,000

E. Enter any unexpended funds from prior fiscal year’s grant amount in E.
$0

F. Subtract E from D for the final amount request for the Rural Reimbursement Grant.
Enter value in F.
$60,000

Payment Details:
Disbursement Check Payable to: Mariposa County

Mailing Address: Post Office Box 5, Mariposa, CA 95338

I have read the grant guidelines and to the best of my knowledge and belief, data in this
application are true and correct. The budget has been duly approved and authorized by
the governing board of the applicant CUPA and the CUPA will maintain compliance with
Title 27, California Code of Regulations.

Printed Name and Title
Eric Sergienko, MD, MPH, Health Officer

Contact Signature and Date

Return grant application and attachments to: CUPA@calepa.ca.gov
<table>
<thead>
<tr>
<th>Type</th>
<th>Description</th>
<th>FY 2020-2021</th>
<th>FY 2021-2022</th>
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<td>Benefits</td>
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<tr>
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<td>EH Manager</td>
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<td></td>
<td>Health Officer</td>
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<td>Expenses</td>
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<td>State Revenue</td>
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</table>

**CUPA-CERTIFIED PROGRAM AGENCY**

**FY 2020-2021**

Attachment: FY 2021 Rural CUPA Application & Year End documents (10923 : Authorize Health Officer to Sign and Submit Certified Unified
## TOTAL ALL EXPENSES

<table>
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<tr>
<th>Description</th>
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<tbody>
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<td>TOTAL INTRAFUND TRANSFERS</td>
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<td>25% Indirect Transfer-out</td>
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### TOTAL OPERATING EXPENSES

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<td>573.0460</td>
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<td>4.326</td>
<td>573.0431</td>
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<td>210</td>
<td>573.0423</td>
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<td>0.200</td>
<td>573.0416</td>
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<td>79.1</td>
<td>573.0415</td>
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<td>447</td>
<td>573.0412</td>
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</table>

### Operating Expenses

- Private Vehicle
- Travel
- Fuel
- Software
- Equipment
- Copier
- Utilities
- Vehicle
- Rent & Leases
- Media
- Prol Svc
- Office
- Misc
- Memberships
- Maint of Equip
- Communication

### TOTAL SAL/BENEFITS

- 79.140

### TOTAL OTHER COMP

- 23.867

---

Attachment: FY 2021 Rural CUPA Application & Year End documents (10923: Authorize Health Officer to Sign and Submit Certified Unified...)
# About the Data

1: State/County Population Estimates with Annual Percent Change

<table>
<thead>
<tr>
<th>State/County</th>
<th>Total Population 1/1/2019</th>
<th>Total Population 1/1/2020</th>
<th>Percent Change</th>
</tr>
</thead>
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<td>39,782,870</td>
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<td>1,670,834</td>
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<td>1,142</td>
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<tr>
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<td>37,820</td>
<td>37,676</td>
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<td>Butte</td>
<td>221,521</td>
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<tr>
<td>San Benito</td>
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<tr>
<td>Sierra</td>
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</tr>
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</table>
RURAL REIMBURSEMENT GRANT
YEAR-END WORKSHEET/REPORT
Fiscal Year 2019-2020

The Unified Program will review this report to determine that the CUPA expended grant funds in accordance with each approved budget and reimbursement for the preceding fiscal year. Unexpended funds will be subtracted from the upcoming year's reimbursement.

Grant Recipient

CUPA Name: Mariposa County
Full Address: 5100 Bullion Street, Post Office Box 5, Mariposa, CA 95338
Contact Person: Diane Robarge, Administrative Analyst
Phone and Email: (209) 742-0953 drobarge@mariposacounty.org
County: Mariposa

Use Detail sheet provided on next page for Expenditure Total Amount

$60,000 Total CUPA Expenditures of RRG Funds

$60,000 Total Grant Amount Received

$0 Subtract Grant Amount Received from Expenditure Amount

Please check one of the following if result from the calculation above is negative:
☐ Refund the difference of the reimbursement and submit to the Unified Program.
☐ Carry unexpended funding into the next fiscal year, and reflect this in the next Rural Reimbursement request.

The undersigned certifies, under penalty of perjury, that the above information is true and correct.

Printed Name and Title Eric Sergienko, MD, MPH, Health Officer
Contact Signature and Date

Attachment: FY 2021 Rural CUPA Application & Year End documents (10923 : Authorize Health Officer to Sign and Submit Certified Unified
### Fee Accountability Elements

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
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</tr>
<tr>
<td>Staff Salary + Benefits</td>
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<tr>
<td><strong>Direct Program Expenses</strong></td>
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<tr>
<td>Equipment Costs</td>
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<tr>
<td>Facility Costs (if applicable)</td>
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<tr>
<td>Miscellaneous Costs (check or tap here to enter text)</td>
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<tr>
<td>Contract Costs</td>
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<tr>
<td><strong>Indirect Program Expenses (Overhead)</strong></td>
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<tr>
<td>Shared Facility Costs (if applicable)</td>
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<td>Shared Administrative Costs (if applicable)</td>
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<td><strong>Total Expenses</strong></td>
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<tr>
<td>Personnel + Direct + Indirect Expenses</td>
<td>$122,080</td>
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<tr>
<td>Total Fee Collected</td>
<td>$48,475</td>
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CUPA
Fiscal Year 2019-2020

July 1, 2019 - June 30, 2020 Cost/Budget Recap

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<tr>
<th>Category</th>
<th>Budget</th>
<th>Transfer</th>
<th>Revised Budget</th>
<th>YTD Expenses</th>
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<td>Operating Expenses:</td>
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Percent of Year Completed: 100.00% | 110.98% | 110.98%

Total Required Match

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<thead>
<tr>
<th>REVENUES</th>
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<th>Collections YTD</th>
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<tr>
<td>Fees</td>
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Over Matched
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<tr>
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<td>Department</td>
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<td>Element</td>
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<td>Object</td>
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<td>Estimated revenue</td>
<td>50,000</td>
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<tr>
<td>Actual receipts - current</td>
<td>48,474.50</td>
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<tr>
<td>Actual receipts - ytd</td>
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<td>Unposted receipts</td>
<td>48,474.50</td>
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<tr>
<td>Total receipts</td>
<td>96.9%</td>
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<tr>
<td>Unrealized revenue</td>
<td>1,525.50</td>
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Attachments: FY 2021 Rural CUPA Application & Year End documents (10923: Authorize Health Officer to Sign and Submit Certified Unified...
RESOLUTION - ACTION REQUESTED

MEETING: September 15, 2020

TO: The Board of Supervisors

FROM: Eric Sergienko, Health Officer/Acting HHSA Director

RE: MOU with Calaveras County for Case Management of Public Guardian/Public Conservator Cases

RECOMMENDATION AND JUSTIFICATION:

Approve a Memorandum of Understanding (MOU) Between the County of Mariposa Health and Human Services Agency (MCHHSA) and County of Calaveras Health and Human Services Agency (CCHHSA) to Provide Mutual Case Management Support for Public Guardian/Public Conservatorship; and Authorize the Acting Health and Human Services Agency Director to Sign the MOU.

The purpose of this MOU is to establish a framework of cooperation between County of Mariposa and County of Calaveras. Under the MOU, both parties will provide mutual case management support in the event that a conflict of interest is determined in the home County and other County has the capacity to provide such services. The services may include coordination of services for conserved clients and visits (face-to-face and tele) with clients as appropriate.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

Board of Supervisors approved the most recent MOU with County of Calaveras on December 10, 2019, through Resolution No. 2019-693.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

No action would leave the conflict of interest issue regarding public guardian/public conservatorship unaddressed, and the respective county agencies would need to seek other costlier solutions, such as a third party resource.

FINANCIAL IMPACT:

This is a mutual aid agreement which will likely be cost neutral over the long run. Conflict of Interest cases are rare so the net cost impact would be small in a given year. Any net costs to Mariposa County would be paid in the Mental Health or Social Services budget units. There is no impact to the County General Fund.

ATTACHMENTS:

MOU 2021 - Calaveras County and Mariposa County - Wcsignature (PDF)
MEMORANDUM OF UNDERSTANDING
Between Mariposa County and Calaveras County

This MEMORANDUM OF UNDERSTANDING (MOU) is hereby made and entered into by and between Mariposa County and Calaveras County.

A. PURPOSE:

The purpose of this MOU is to continue to develop a framework of cooperation between Mariposa County and Calaveras County to provide mutual case management of Public Guardian/Public Conservator cases.

B. TERM:

The term of this MOU is July 1, 2020 through June 30, 2021.

A. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

The Calaveras County Health and Human Services Agency Public Guardian/Public Conservator and the Mariposa County Health and Human Services Agency Public Guardian/Public Conservator agree to provide mutual case management support in the event both parties determine there is a conflict of interest in the home County and the other County has the capacity to provide such services. Services may include, but are not limited to:

1. Coordination of services for conserved clients.
2. Face-to-face and tele visits with clients as appropriate.
3. At a minimum, quarterly client needs assessments.
4. Legal coordination.
5. Coordination of support for conserved clients.
6. Documentation in/for respective case management systems.

B. COMPENSATION:

The total cost for this MOU is not to exceed $10,000 per County. The Public Guardian/Public Conservator case management rate is $51.04 per hour. Costs of this MOU will also include travel expenses, using the current federal mileage reimbursement per mile rate. Rates may increase up to 10% during the term of this agreement and become effective on the date of service.

Calaveras County will maintain a Public Guardian (CCPG) representative payee account for Social Security monthly deposits. The balance will remain at $500.00, with overages sent to Mariposa County for client reimbursement for placement costs. The balance in the CCPG account can be used for P&I, clothing, and other needs to
improve client stability while in treatment. Upon an identified move to independent living, the CCPG office can save full client funds for three months prior to the move to be used for costs associated with moving and maintaining stability.

C. RESPONSIBILITIES:

Both counties agree:

1. If the client is conserved under Lanterman-Petris-Short (LPS), the home County will be responsible for full Behavioral Health clinical and management/support.
2. The home County will be responsible for full legal representation/support to conserved clients.
3. The home County will be responsible for the full costs of the conserved client, including, but not limited to, placement costs, actual hourly case management costs, etc.

D. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:

1. MODIFICATION:

Modifications within the scope of this MOU shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by all parties, prior to any changes being performed.

2. TERMINATION:

Either party may terminate this MOU at any time before the date of expiration by giving the other party written notice at least thirty (30) days prior to termination.

3. PRINCIPAL CONTACTS: The principal contacts for this MOU are:

County of Calaveras
509 East St. Charles Street
San Andreas, CA 95249

Mariposa County Health and Human Services
Chevon Kothari, Director
PO Box 99
Mariposa CA 95338
IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the last written date below.

Chevon Kothari/Director  
Mariposa County Health and Human Services Agency

Kristin Stranger/Director  
Calaveras County Health and Human Services Agency

Date

Date
RECOMMENDATION AND JUSTIFICATION:
Approve Change in Allocation for the Planning Department’s Community Design and Development Planner from 80% Permanent Part Time to Full Time, effective September 15, 2020.

This action is needed based on the current work load of this position (including number of grant applications being pursued, number of awarded grants being managed and number of active projects being developed and processed, including projects utilizing professional services contracts).

The additional funds to cover this request ($12,633.30 on annual basis) were included in the FY 2020-2021 budget, and were supported by Administration based on other unanticipated salary and benefit savings in the department.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
August 14, 2018: Resolution 2018-405 - approved the new classification and job description of Community Design and Development Planner (funding for an 80% permanent part time allocation was approved in the FY 2018-2019 budget in Planning’s budget)

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Alternatives: None
Negative action would mean the Community Design and Development Planner would continue to be employed on an 80% permanent part time basis.

FINANCIAL IMPACT:
Additional needed funds for salary and benefits for this action total $12,633.30 on annual basis and were included in the FY 2020-2021 budget
RESOLUTION - ACTION REQUESTED

MEETING: September 15, 2020

TO: The Board of Supervisors

FROM: Mike Healy, Public Works Director

RE: Approve a First Amendment for Compensation and Entity Change for Used Mattress Collection Service

RECOMMENDATION AND JUSTIFICATION:
Approve a First Amendment increasing Compensation to the County and Entity Change from the name MRC, Inc. to MRC for the Used Mattress Collection Service Program which will continue to allow the Solid Waste Department Participate in the California Used Mattress Recycling Program; and Authorize the Public Works Director to Sign the Amendment.

The Mattress Recycling Council will reimburse the County through their sale of recycled mattresses. It is anticipated that storing the mattresses in the vendor provided storage container will be less labor intensive than disposing of the mattresses in the landfill. Most importantly, participation in this program will increase diversion from the landfill.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
On November 24, 2015 Resolution 2015-555 the Board approved an Agreement with Mattress Recycling Council, Inc. to allow the County to participate in the California Used Mattress Recycling Program.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve, the mattresses will continue to be deposited in the landfill.

FINANCIAL IMPACT:
None

ATTACHMENTS:
Mattress Collection Amd 1 (PDF)
Mattress Collection Agmt (PDF)
AMENDMENT NO. 1

USED MATTRESS COLLECTION SERVICES AGREEMENT between MATTRESS RECYCLING COUNCIL, INC. and The County of Mariposa Public Works Solid Waste

This Amendment No. 1 (the "Amendment") is effective (the "Effective Date"), by and between Mattress Recycling Council, Inc., a Delaware Company ("MRC, Inc."); Mattress Recycling Council California, LLC, a Delaware limited liability company ("MRC") and The Mariposa County Public Works Department, Solid Waste and Recycling Division ("Service Provider").

WHEREAS, MRC Inc. and Service Provider entered into a Used Mattress Collection Services Agreement (the "Agreement") on or about November 24, 2015; and

WHEREAS, MRC, Inc. has since formed the new entity— MRC — and MRC, Inc. wishes to substitute MRC in place of MRC, Inc. with respect to the Agreement and to transfer and assign all rights, duties, obligations and liabilities of MRC, Inc. thereunder to MRC; and

WHEREAS, effective January 1, 2020, the definitions of “Mattress,” “Program Products,” and “Unit” will be added or amended to include futon mattresses within their scope; and

WHEREAS, the parties desire to amend the Agreement to allow Units to be dropped off at a collection facility by a California individual or business at no charge and to specify that the Service Provider will not charge any fees to California residents or businesses that drop off Units to the Service Provider, provided that the drop-offs do not exceed 10 Units per vehicle per day; and

WHEREAS, the parties desire to amend the Agreement to increase the per-Unit compensation for Program Product Consolidation services beginning on the first day of the month following the Effective Date of this Amendment; and

WHEREAS, the parties desire to amend the Agreement such that, beginning on the first day of the month following the Effective Date of this Amendment, MRC will no longer compensate Service Provider for the disposal of Non-Conforming Units; and

WHEREAS, the Agreement requires all amendments thereto to be in a writing signed by the parties; and

WHEREAS, the parties desire to amend the Agreement as provided herein.

NOW, THEREFORE, in consideration of the foregoing, and for valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:
1. Assignment and Substitution of Party.

a. MRC, Inc. does hereby assign, transfer and convey to Mattress Recycling Council California, LLC ("MRC"), as of the Effective Date of this Amendment, all of MRC, Inc.'s rights, duties, obligations and liabilities to and under the Agreement.

b. MRC hereby accepts such assignment of the Agreement as of Effective Date and agrees to assume all of MRC, Inc.'s rights, duties, obligations and liabilities to and under the Agreement.

c. The Service Provider consents to the assignment of the Agreement by MRC, Inc. to MRC as of the Effective Date.

d. The Service Provider and MRC each consent to fully release MRC, Inc. from any and all obligations, responsibilities, duties, and liabilities under the Agreement from and after the Effective Date. MRC, Inc. shall remain liable for any and all obligations, responsibilities, duties, and liabilities under the Agreement arising prior to the Effective Date.

2. As of January 1, 2020, the terms below will have the following definitions:

a. "Mattress" means resilient material or a combination of materials that is enclosed by a ticking (the outermost layer of fabric or related material of a mattress) that is intended or promoted for sleeping upon, Foundations, renovated Mattresses, renovated Foundations, and futon mattresses. 'Mattress' does not include any of the following: (i) an unattached mattress pad, an unattached mattress topper, including any item with resilient filling, with or without ticking, that is intended to be used with or on top of a mattress, (ii) a sleeping bag or pillow, (iii) a car bed, crib, or bassinet mattress (iv) juvenile products, including a carriage, basket, dressing table, stroller, playpen, infant carrier, lounge pad, crib bumper, or any pad for such juvenile product, (v) a product that contains liquid or gaseous filled ticking, including any water bed and or any air mattress that does not contain upholstery material between the ticking and the mattress core, and/or (vi) any upholstered furniture that does not otherwise contain a detachable mattress, including, without limitation, a fold-out sofa bed, sleeper sofa or folding cot.

b. "Program Products" means and includes mattresses, as defined herein, foundations (e.g., a box spring used to support a mattress and which may include constructed wood or other frames, steel springs, or other materials alone or in combination), and a renovated mattress or renovated foundation. Program Products do not include Non-Conforming Units.
c. "Unit" means a single mattress or box spring dropped off at a facility by a California resident or business at no charge. For example, an individual mattress and an individual box spring would each constitute a single Unit.

d. "Guidelines" mean the Mattress Recycling Council’s California Mattress Recycling Program Collection Guidelines, as amended from time to time. MRC reserves the right to update, change, modify, amend, add or remove terms, or otherwise alter the Guidelines at any time without prior notice. The most current, effective version of the Guidelines is posted and maintained at https://mattressrecyclingcouncil.org/wp-content/uploads/MRC-CA-State-Guidelines.pdf. Notwithstanding any other term of this Agreement, MRC may provide notice of any amendments to the Guidelines via email to Service Provider at the email address set forth below.

3. Notwithstanding any other provision of the Agreement, Service Provider must not charge any fees to California individuals or businesses that drop off Units with Service Provider, provided that the drop-offs do not exceed 10 Units per vehicle per day;

4. The description of Program Product Consolidation services set forth in the schedule of compensation rates is amended to read as follows:

"MRC will compensate the Service Provider for all Units of Program Products dropped off from any individual or business that Service Provider Consolidates in a Collection Container picked up by a Transportation Provider. The Service Provider will not place Non-Program Products, Non-Conforming Units, or Units that are unsuitable for recycling, including Units contaminated with bed bugs, in such Collection Containers."

5. Compensation Rates. Beginning on the first day of the month following the Effective Date of this Amendment, the per-Unit compensation for Program Product Consolidation services is increased to $3.20.

6. Rate Adjustments. No sooner than one year following the Effective Date of this Agreement, and provided that Service Provider makes a written request therefor in writing, the compensation rates will be adjusted based on actual percentage change to the Solid Waste Collection Producer Price Index (PPI) published by the Bureau of Labor Statistics (Series ID: PCU5621115621112) for the most recent available twelve-month period using published finalized numbers, not preliminary numbers. No sooner than one year following the Effective Date of any PPI adjustment to compensation rates made pursuant to this paragraph, Service Provider may make an additional written request for a PPI adjustment. No annual PPI adjustment will be made absent a written request therefor. In each case, the PPI adjustment will be made for the most recent available and finalized twelve-month period only. Published preliminary PPI
numbers released by the Bureau of Labor Statistics will not be included. Annual PPI adjustments that are not requested by Service Provider in accordance with this paragraph are forfeited.

7. **Non-Conforming Units.** Beginning on the first day of the month following the Effective Date of this Amendment, the schedule of Compensation Rates is amended to delete the service described as "Solid Waste Disposal of Non-Conforming Units." Thereafter, Service Provider shall not be entitled to any compensation for the solid waste disposal of Non-Conforming Units.

8. **New Guidelines.** The California Mattress Recycling Program Collection Guidelines attached to the Agreement are superseded and replaced with the Collection Guidelines attached hereto as Exhibit 1. Service Provider assumes all obligations to ensure that they are providing collection services in accordance with the current and effective Guidelines.

9. Except as modified by this Amendment, all other terms and conditions of the Agreement shall remain the same.

10. **Counterparts.** This Amendment may be executed in counterparts, each of which shall be deemed an original.

11. **Warranty of Authority.** The representative signing this Amendment on behalf of each respective party represents that he/she has the authority to execute this Amendment on behalf of the party and to bind it to its contractual obligations hereunder.

**IN WITNESS WHEREOF,** the parties have each caused this Amendment to be executed by its duly authorized representative as of the date first hereinabove mentioned.

---

**Ryan Trainer, President**  
**Mattress Recycling Council, Inc.**

**Kevin Cann, Chair**  
**Mariposa County Board of Supervisors**

---

**Catherine Lyons, Manager**  
**Mattress Recycling Council**  
**California, LLC**

**mhealy@mariposacounty.org**  
**Email for Guideline Notifications**
Attachment: Mattress Collection Amd 1 (10931 : Approve a First Amendment for Compensation and Entity Change for Used Mattress Collection
About the Mattress Recycling Council

In 2013, California enacted Senate Bill 254 as amended which requires mattress manufacturers to create a recycling program for mattresses discarded in the state. The mattress industry established the Mattress Recycling Council (MRC) to develop and operate the mattress recycling program known as Bye Bye Mattress.

MRC contracts with service providers to transport and recycle mattresses, futon mattresses and box springs from collection sites throughout the state. For simplicity, these guidelines will refer to mattresses, futon mattresses and box springs as mattresses. These guidelines describe the program and what is required to participate. MRC reserves the right to update, change, modify, amend, add or remove terms or otherwise alter these guidelines at any time with or without prior notice.

What MRC Provides

Staff at all participating collection sites must be knowledgeable regarding these guidelines before accepting mattresses.

MRC provides the following to participating collection sites:

- A collection container to store mattresses that is appropriate for the number of mattresses that the collection site expects to generate and the site's available space
- Transportation from the collection site to a contracted recycler
- No-cost mattress recycling services
CONTACTS

MRC Program Coordinators

Mark Patti
Southern California Coordinator
661-302-8888
mpatti@mattressrecyclingcouncil.org
Los Angeles, San Luis Obispo,
Santa Barbara, Ventura

Tim Stockett
Northern California Coordinator
458-217-4026
tstockett@mattressrecyclingcouncil.org
Alameda, Contra Costa, Lake, Marin,
Mendocino, Monterey, Napa., San Benito,
San Francisco, San Mateo, Santa Clara,
Santa Cruz, Sonoma

Michael LaRussa
Northern California Coordinator
916-591-2540
mlarussa@mattressrecyclingcouncil.org
Butte, Colusa, Del Norte, Glenn,
Humboldt, Lake, Lassen, Modoc,
Nevada, Placer, Plumas, Sacramento,
Shasta, Sierra, Siskiyou, Solano, Sutter,
Tehama, Trinity, Yolo, Yuba

Jennifer Duran
Central California Coordinator
559-580-4224
jduran@mattressrecyclingcouncil.org
Alpine, Amador, Calaveras, El Dorado,
Fresno, Inyo, Kings, Madera, Mariposa,
Merced, Mono, San Joaquin, Stanislaus,
Tulare, Tuolumne

Tyler Douthitt
Southern California Coordinator
949-375-1906
tdouthitt@mattressrecyclingcouncil.org
Orange, Riverside, Imperial,
San Bernardino, San Diego, Kern
INCLUDED PRODUCTS

Mattresses: which are defined as any sleep surface covered with ticking or fabric that contains resilient material such as steel innersprings, foam, fiber or other filling or upholstery materials, used alone or in combination, regardless of size or shape. This definition includes foam mattresses.

Futons: see mattress definition above. Futon mattresses must be detachable from the frame or base to be accepted. (Futon mattresses that do not detach from the frame or base are not included.)

Box springs (also commonly called foundations): A ticking or fabric-covered structure used to support a mattress or sleep surface and may be comprised of a frame, foam, springs or other structure, or other materials, used alone or in combination, regardless of whether the product is stationary or adjustable.

All items accepted for recycling by MRC must have been used and discarded in the state of California.

A participating collection site may not charge for mattresses that are dropped off by individuals at its site and recycled through the program.
EXCLUDED PRODUCTS

- Air mattresses that contain no upholstery material (such as camping beds)
- Adjustable bases not covered in ticking or fabric
- Car beds
- Collapsible roll-away beds
- Fold-out sofa beds
- Futon frames or bases
- Juvenile products including, carriages, baskets, dressing tables, strollers, playpens, infant carriers, lounge pad, crib bumpers
- Loose bedding, blankets or sheets
- Mattresses infested with bed bugs or other living organisms
- Mattress pads and toppers
- Out-of-state mattresses
- Pillows and cushions
- Severely damaged, twisted, wet, frozen or soiled mattresses
- Sleeping bags
- Water beds

Attachment: Mattress Collection Amd 1 (1093) : Approve a First Amendment for Compensation and Entity Change for Used Mattress Collection
PROGRAM MATERIALS

MATTRESS INSPECTION AND EXAMINATION

Collection site staff should screen incoming mattresses to determine whether they are suitable for recycling and should remove mattresses that are:

- Excessively wet or frozen
- Severely twisted, punctured or crushed
- Infested with bed bugs or other living organisms
- Exceptionally soiled or moldy

Mattresses not suitable for recycling should be disposed of through your existing solid waste stream.

Bed Bug Identification

Mattresses and box springs infested with bed bugs are unacceptable for recycling and should be disposed of through your existing solid waste stream. Staff at collection sites should evaluate program materials for evidence of bed bug infestation. A bed bug training webinar is available on the Mattress Recycling Council’s website. The webinar focuses on dispelling health-related myths, bed bug identification and best practices for protecting facility staff. It can be found here: https://mattressrecyclingcouncil.org/resources/

Bed bugs are tan to brown in color, but may appear redder if they have fed.

Adult Bed Bugs are dorsally flat insects, broadly oval and the size of an apple or melon seed (1/4”).

Nymphs look like adults in shape but are smaller.

Eggs are white and barrel-shaped.

Signs of bed bug activity may be more obvious than the insects themselves. Look for clusters of dark spots or smudges on mattresses (fecal spots), especially along seams. Eggs, shed skins and all life stages of bed bugs may also be present in these ‘soiled’ areas.

For more information on bed bugs, please refer to the resources made possible by the Connecticut Coalition Against Bed Bugs at www.ct.gov/caes/CCABB
Each collection site will have unique operational considerations. Participating sites must make their own decisions about how to best manage their operations in the safest manner possible in accordance with applicable laws. At a minimum, each participating site must meet these requirements:

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<th>MINIMUM PROGRAM REQUIREMENTS</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>SITE</strong></td>
<td>Each collection site must be secure with adequate space and staffing to handle and store acceptable mattresses.</td>
</tr>
<tr>
<td><strong>PERMITS</strong></td>
<td>Each collection site must have knowledge of and comply with all applicable federal, state and local laws. These may include, but are not limited to, zoning requirements, state permit requirements and OSHA or other workplace requirements. Please contact your Local Enforcement Agency (LEA) to confirm whether your site is in compliance with all applicable notifications or requirements for accepting mattresses for recycling at your site. In many cases, this will be your county or local Public Health Department.</td>
</tr>
<tr>
<td><strong>INSURANCE</strong></td>
<td>Each collection site must maintain general liability insurance of at least $1,000,000 per occurrence.</td>
</tr>
<tr>
<td><strong>TRAINING</strong></td>
<td>Staff at each collection site must be trained and knowledgeable regarding these guidelines before accepting mattresses for recycling.</td>
</tr>
</tbody>
</table>
| **STORING & LOADING MATTRESSES** | Collection sites must keep mattresses dry by storing in weatherproof containers or under cover to maximize their recyclability. In addition, all collection sites must:  
  - Make every effort to place mattresses in MRC-designated storage containers immediately upon acceptance  
  - Keep mattresses intact and not intentionally crush or puncture them  
  - Efficiently stack mattresses to maximize the number of units loaded in each storage container  
  - Provide oversight to keep unacceptable items out of MRC-designated storage containers  
  - Remove any non-program materials from MRC-designated storage containers before transport to MRC recyclers  
  - Practice good housekeeping standards and keep storage containers and program materials in a neat and orderly condition |
| **SITE ACCESS**              | Collection sites must allow MRC access to confirm compliance with these guidelines. |

See page 7 for photos and guidelines.
LOADING MATTRESSES IN STORAGE CONTAINERS

Expected number of mattresses that should fit in various container sizes:

<table>
<thead>
<tr>
<th>Container Type</th>
<th>Number of Mattresses</th>
</tr>
</thead>
<tbody>
<tr>
<td>20-foot sea container</td>
<td>30-45</td>
</tr>
<tr>
<td>40-foot sea container</td>
<td>75-95</td>
</tr>
<tr>
<td>40-yard roll-off container</td>
<td>35-50</td>
</tr>
<tr>
<td>48-foot trailer</td>
<td>110-180</td>
</tr>
<tr>
<td>53-foot trailer</td>
<td>125-190</td>
</tr>
</tbody>
</table>

Mattresses and box springs must be packed as efficiently as possible to maximize the number of units in each container.
TRANSPORTATION & PROCESSING

TRANSPORTERS
MRC will assign each collection site a transporter to provide a storage container and transport services.

- MRC-contracted transporters will provide participating locations with evidence of automobile insurance coverage of at least $1,000,000 per occurrence
- Each collection site should notify transporter at least two business days before a storage container is full of mattresses
- The assigned transporter will pick up full containers and drop off an empty container at the same time
- On the scheduled pick up day, the collection site must make the collection container readily accessible to the transporter
- At the time of pick-up, collection site staff must be present to sign a three-part Bill of Lading (BOL) supplied by the transporter that details the quantity of mattresses in the container and must provide appropriate copies of the BOL to the transporter

A collection site may choose to provide its own storage containers and transportation at its own cost. These locations must contact the recycler directly to arrange for a convenient drop-off time.

RECYCLERS
Recyclers under contract with MRC will meet established recycling standards and accurately account for all mattresses received, the mattress components recycled (e.g., foam, steel, wood, fiber, etc.) and any residual disposal. Solid waste facilities will be assigned an MRC recycler to best service your facility.
Bill of Lading:

A Bill of Lading (BOL) will be provided by the transporter. Before a full container leaves the site, the BOL must be completed and signed by facility staff. Following is a sample BOL and required information:

<table>
<thead>
<tr>
<th>BILL OF LADING</th>
</tr>
</thead>
<tbody>
<tr>
<td>Unique BOL: mr prd pol udw</td>
</tr>
</tbody>
</table>

- **Collection Site/Generator**: 
- **Name**: 
- **Address**: 
- **Type of Collection Site**: 
- **Collection Container Type**: 
- **Collection Site Contact**: 
- **Bill of Lading**: 
- **Date**: 
- **Transporter**: 
- **Company Name**: 
- **Address**: 
- **Make/Model**: 
- **Vehicle License Plate Number**: 
- **State**: 
- **Name**: 
- **Title**: 
- **Company Name**: 
- **Address**: 
- **Receipient Address**: 
- **Receipient Name**: 
- **Signature**: 
- **Title**: 
- **Bill of Lading**: 
- **Date**: 
- **Transporter**: 
- **Company Name**: 
- **Address**: 
- **Receipient Address**: 
- **Receipient Name**: 
- **Signature**: 
- **Title**: 
- **Bill of Lading**: 
- **Date**: 

**Formalities**: 
- **Bill of Lading**: 
- **Date**: 
- **Transporter**: 
- **Company Name**: 
- **Address**: 
- **Receipient Address**: 
- **Receipient Name**: 
- **Signature**: 
- **Title**: 
- **Bill of Lading**: 
- **Date**: 

**Additional Information**: 
- **Bill of Lading**: 
- **Date**: 
- **Transporter**: 
- **Company Name**: 
- **Address**: 
- **Receipient Address**: 
- **Receipient Name**: 
- **Signature**: 
- **Title**: 
- **Bill of Lading**: 
- **Date**: 

**Contact Information**: 
- **Bill of Lading**: 
- **Date**: 
- **Transporter**: 
- **Company Name**: 
- **Address**: 
- **Receipient Address**: 
- **Receipient Name**: 
- **Signature**: 
- **Title**: 
- **Bill of Lading**: 
- **Date**: 

**Appendix**: 
- **Bill of Lading**: 
- **Date**: 
- **Transporter**: 
- **Company Name**: 
- **Address**: 
- **Receipient Address**: 
- **Receipient Name**: 
- **Signature**: 
- **Title**: 
- **Bill of Lading**: 
- **Date**: 

**Records**: 
- **Bill of Lading**: 
- **Date**: 
- **Transporter**: 
- **Company Name**: 
- **Address**: 
- **Receipient Address**: 
- **Receipient Name**: 
- **Signature**: 
- **Title**: 
- **Bill of Lading**: 
- **Date**: 

**Documentation**: 
- **Bill of Lading**: 
- **Date**: 
- **Transporter**: 
- **Company Name**: 
- **Address**: 
- **Receipient Address**: 
- **Receipient Name**: 
- **Signature**: 
- **Title**: 
- **Bill of Lading**: 
- **Date**: 

**Approval**: 
- **Bill of Lading**: 
- **Date**: 
- **Transporter**: 
- **Company Name**: 
- **Address**: 
- **Receipient Address**: 
- **Receipient Name**: 
- **Signature**: 
- **Title**: 
- **Bill of Lading**: 
- **Date**: 

**Certificate**: 
- **Bill of Lading**: 
- **Date**: 
- **Transporter**: 
- **Company Name**: 
- **Address**: 
- **Receipient Address**: 
- **Receipient Name**: 
- **Signature**: 
- **Title**: 
- **Bill of Lading**: 
- **Date**: 

**D.16.a**: 
- **Packet Pg. 95**
A collection site's participation in the Bye Bye Mattress program in California is voluntary. Either party may withdraw from participation with 10 days notice to the other party. MRC reserves the right to remove any collection site not in compliance with these guidelines from further participation in the program.
RESOLUTION - ACTION REQUESTED 2015-555

MEETING: November 24, 2015

TO: The Board of Supervisors

FROM: Tony Stobbe, Public Works Director

RE: Approve a Used Mattress Collection Services Agreement with Mattress Recycling Council, Inc.

RECOMMENDATION AND JUSTIFICATION:
Approve a Two-Year Used Mattress Collection Services Agreement with Mattress Recycling Council, Inc that will allow the Solid Waste Department to participate in the California Used Mattress Recycling Program, and Authorize the Board of Supervisors Chair to Sign the Agreement. To participate in this mattress recycling program, the County cannot charge tipping fees for mattress disposal. By approving this Agreement, the Board is waiving the tipping fees currently charged for mattress disposal. The Mattress Recycling Council will reimburse the County through their sale of recycled mattresses per the attached schedule. It is anticipated that storing the mattresses in the vendor provided storage container will be less labor intensive than disposing of the mattresses in the landfill. Most importantly, participation in this program will increase diversion from the landfill.

The attached documents provide additional information on the mattress collection program.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
This is a new program, but the Board has consistently supported programs that increase diversion at the landfill.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve and the mattresses will continue to be deposited in the landfill. Ignoring an opportunity to implement a new diversion program could cause Cal Recycle to revoke the County’s Good Faith Effort (GFE).

FINANCIAL IMPACT:
No financial impact is expected.

ATTACHMENTS:
- MRC contracting Q&A (PDF)
- MRC solid waste facility compensation Mariposa County HWY 49 10.07.15 (PDF)
- MRC CA solid waste facility contract Mariposa County Highway 49 facility 11-16-15 (lw) (DOCX)
RESULT:  ADOPTED BY CONSENT VOTE [UNANIMOUS]
MOVER: Marshall Long, District III Supervisor
SECONDER: Rosemarie Smallcombe, District I Supervisor
AYES: Rosemarie Smallcombe, Merlin Jones, Marshall Long, John Carrier
EXCUSED: Kevin Cann
### California Mattress Acceptance Compensation

<table>
<thead>
<tr>
<th>Facility Acceptance, Collection and Handling</th>
<th>Container Type</th>
<th>Units per Container</th>
<th>Labor Hours</th>
<th>Labor Rate</th>
<th>Labor Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Facility 1</td>
<td>53' trailer</td>
<td>130</td>
<td>4.2</td>
<td>$45.76</td>
<td>$192.19</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Forklift Per hour rates</th>
<th>Rating in lbs.</th>
<th>Rate:</th>
</tr>
</thead>
<tbody>
<tr>
<td>No forklift</td>
<td>$-</td>
<td></td>
</tr>
<tr>
<td>1000-4000</td>
<td>$30.78</td>
<td></td>
</tr>
<tr>
<td>4000-6000</td>
<td>$41.02</td>
<td></td>
</tr>
<tr>
<td>6000-8000</td>
<td>$46.19</td>
<td></td>
</tr>
<tr>
<td>8000-12000</td>
<td>$64.45</td>
<td></td>
</tr>
</tbody>
</table>

### Mattress Transportation and Storage Compensation (OPTIONAL)

- **Transport**: Facility 1
  - **From**: (insert)
  - **To**: (insert)

  **Storage Container Type**: (insert type here: 53', 48', etc)

### Contaminated Mattresses Diverted to solid waste

*Highlighted cells are compensation variables*
<table>
<thead>
<tr>
<th>Equipment Per Hour Operating Cost</th>
<th>Equipment Operator Per Hour Rate</th>
<th>Forklift Equip &amp; Labor Hrs.</th>
<th>Equipment Total</th>
<th>Labor + Equipment</th>
<th>Cost Per Unit Compensation</th>
<th>Minutes Per Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>$ 64.45</td>
<td>$ 28.66</td>
<td>2.2</td>
<td>$ 204.84</td>
<td>$ 397.03</td>
<td>$ 3.05</td>
<td>2.95</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Cost per Trip</th>
<th>Rental Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Tipping Fee Per Ton</th>
<th>Average Mattress Weight</th>
<th>Percent of Each Ton</th>
<th>Tipping Fee per unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>$ 121.00</td>
<td>48</td>
<td>0.024</td>
<td>$ 2.90</td>
</tr>
</tbody>
</table>
**Notes:**

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Round trip transport</td>
<td></td>
</tr>
<tr>
<td>Flat per month rate</td>
<td></td>
</tr>
</tbody>
</table>
California Used Mattress Recycling Program

Used Mattress Collection Services Agreement

Between

Mattress Recycling Council, Inc.

and

The County of Mariposa Public Works Solid Waste
California Used Mattress Recycling Program
Collection Facility and Used Mattress Management Services Agreement

This Agreement is made on this ___ day of __________, 201__ ("Agreement") by and between The County of Mariposa Public Works Solid Waste located at 5593 Highway 49 North, Mariposa CA. 95338 (the "Service Provider") and Mattress Recycling Council, a Delaware corporation having its offices at 501 Wythe Street, Alexandria, VA. 22182 ("MRC").

RECATALS

Whereas, MRC is the "mattress recycling organization" certified by the State of California to plan and implement a mattress recycling program in California (the "Program"), as set forth in California Public Resources Code §§ 42985 – 42994 (2014) (the "Act"), and is organized (among other things) to negotiate and execute agreements to collect and transport used mattresses for recycling;

Whereas, California Public Resources Code § 42987.1(o) requires that MRC develop and submit to the state of California a recycling plan that (among other things) provides for MRC to pay an amount to a municipal or solid waste facility or operation that accepts used mattresses dropped off by California residents at no charge (a facility) that both MRC and the facility determine is reasonable for the facility to accept, store, and handle such mattresses;

Whereas, the Service Provider operates one or more such facility(ies) in California;

Whereas, MRC and the Service Provider, pursuant to § 42987.1(o), wish to enter into this Agreement, which describes the terms and conditions under which the Service Provider will provide the Services described herein to MRC;

Now, therefore, for and in consideration of the terms of this Agreement and the mutual promises and covenants contained herein, the parties hereto agree as follows:

ARTICLE 1 – DEFINITIONS

1.1 "Consolidate" means (as applicable) accepting, handling, storing, and packing only acceptable Program Products into Collection Containers provided by, or approved for use by, MRC or its subcontractors in a manner that is efficient, complies with the requirements of MRC or its subcontractors, and is conducive to safe and efficient transport.

1.2 "Collection Containers" are containers provided by, or approved for use by, MRC or its contractors to hold and transport Program Products.

1.3 "Collection Facility(ies)" means all permanent or temporary collection facilities that are owned, leased, subleased, or otherwise controlled by the Service Provider and
designated by the Program to collect Program Products, and as specifically identified in Attachment E ("Collection Facility Information").

1.4 “Effective Date” means the date that the parties’ obligations begin under this Agreement. The Effective Date is the first date shown above.

1.5 “Force Majeure” is defined in 14.2.

1.6 “Guidelines” are listed in Attachment D, and give a more specific overview of how the Program is to be implemented. MRC reserves the right to update, change, modify, amend, add or remove terms, or otherwise alter these Guidelines at any time with or without prior notice.

1.7 “Including” (whether or not capitalized) means “including but not limited to.”

1.8 “Initial Term” is defined in Article 2.1.

1.9 “Law” means all existing and future federal, state, and local statutes, laws, codes, ordinances, decrees, rules, regulations, requirements, and orders, of any governmental authority, entity, or agency whether federal, state, municipal, local, or other government body or subdivision, including those relating to unemployment compensation, worker’s compensation, disability, taxes, worker and public health and safety, the environment, and the Program.

1.10 “Materials and Activities” mean materials, supplies, tools, vehicles, equipment, labor, water, light, power, facilities, construction of any nature, supervision, and all other services, acts, activities, resources, and goods, but not Collection Containers, necessary for or otherwise used by the Service Provider to Collect, Pack, and otherwise comply with and fully perform its obligations under the Agreement.

1.11 “Non-Conforming Units” are Program Products that individual residents drop off at no-cost for recycling that are later determined to be contaminated or too damaged to recycle, and they must be disposed of as solid waste. Non-Conforming Units do not include any Units delivered by any entity other than an individual resident (i.e., a business or other entity).

1.12 “Non-Program Products” mean products not covered by the Program that are collected and/or managed by the Service Provider. Non-Program Products include: sleeping bags, pillows, an unattached mattress pad or mattress topper (even items with resilient filling intended to be used with or on top of a mattress), a car bed, crib or bassinet mattress, juvenile products or the pads used for such juvenile products, waterbeds, air mattresses that contain no upholstery material (such as a camping mattress), sofa beds and futons.

1.13 “Program Products” include “mattresses” (which are defined as a resilient material or combination of materials that is enclosed by a ticking [the outermost layer of fabric or related material of a mattress] and is intended or promoted for sleeping upon), “foundations” (for example, a box spring, which is used to support a mattress and may include constructed wood or other frames, steel springs, or other materials used alone or in combination), and a renovated mattress or renovated foundation.
1.14 "Program" means the California Used Mattress Recycling Program created by MRC.

1.15 "Services" means all services for which Service Provider is responsible, as described in this Agreement and in the Attachments hereto, including any and all Materials and Activities.

1.16 "State" means the State of California.

1.17 "Storage and Transportation Services Option" means the Service Provider’s option to provide its own storage and transportation of Program Products from their collection location to an MRC-contracted recycler. If this option is selected on Attachment A, Service Provider will be bound to the terms in Attachment F "Storage and Transportation Services" for such Services.

1.18 "Temporary Collection Events" mean an event hosted by the Service Provider to Consolidate Program Products at locations within the State that are short in duration and not at permanent collection facilities.

1.19 "Transportation Providers" or "Transporter" means a contractor hired by MRC or Service Provider to transport Program Products from the Collection Facilities or Temporary Collection Events. This term will apply to the Service Provider if Service Provider selects the Storage and Transportation Option listed on Attachment A.

1.20 "Unit" means a single Program Product dropped off at a facility by a California resident at no charge. For example, an individual mattress and an individual box spring would each be a single Unit.

ARTICLE 2 – TERM OF AGREEMENT

2.1 This Agreement will commence upon the Effective Date and will remain in full force and effect for a period of two (2) years (the “Initial Term”).

2.2 Immediately after expiration of the Initial Term, this Agreement will automatically renew for additional successive one (1) year terms unless either party notifies the other in writing at least sixty (60) days in advance of the renewal term commencement date that the Agreement will not be renewed. The consideration of each option year will be the same as the consideration during the previous contract period, unless otherwise agreed to in writing by MRC.

2.3 If either party provides notice that the Agreement will not be renewed, the Service Provider, before the end of the term of the Agreement or at another time agreed to in writing by the parties, will, at no additional cost to MRC (a) make all Collection Containers supplied by MRC or a subcontractor available for pick up by a Transportation Provider, (b) undertake the orderly cessation of the Services, and (c) cooperate fully at the direction of MRC in the orderly transition of the Services to its successor, if any.
ARTICLE 3 – GENERAL OBLIGATIONS OF THE SERVICE PROVIDER

3.1 In consideration of MRC’s payments, if any, to the Service Provider for Services, and for activities undertaken at MRC’s expense, the Service Provider will perform the Services provided for in Attachment A (“Scope of Work”) in conformity with the Program and Guidelines, except to the extent the Program and/or Guidelines conflict with the terms of this Agreement or any applicable Law.

3.2 The Service Provider will manage all Program Products Collected at the Collection Facilities only in accordance with Attachment A (“Scope of Work”), and will not dispose of Program Products in any other method without the prior written approval of MRC.

3.3 The Service Provider will be responsible for:
   a. making day-to-day and critical decisions regarding the Services, including the management and supervision of all activities comprising the Services;
   b. complying with all applicable Law; and
   c. securing and locking the Collection Facilities at all times when the facilities are closed or not attended.

3.4 The Service Provider may amend Attachment E (“Collection Facility Information”) to add or delete sites, subject to MRC’s prior written approval for each such addition/deletion.

3.5 The Service Provider is responsible for and will manage, at its sole expense, any and all Non-Program Products it collects at the Collection Facilities or places in Collection Containers. MRC accepts no responsibility for such Non-Program Products, and will not pay Service Provider any consideration in connection with such Non-Program Products.

3.6 The Service Provider will not charge a per-unit fee to California residents that drop off Program Products with the Service Provider. This section does not preclude the Service Provider from charging fees for curbside collection or services other than Program Product drop off. Nothing in this Agreement prohibits the Service Provider from charging fees to California residents, businesses, or other entities for dropping off Non-Program Products.

3.7 The Service Provider will inspect each Unit before placing it in a Collection Container to confirm whether it is a Program Product. Service Provider will separate and document Non-Conforming Units dropped off by individual residents, will dispose of such Units as solid waste, and then will invoice MRC for such Units at rates listed in Attachment B. Non-Conforming Units obtained from businesses or other entities receive no compensation from MRC.

3.8 The Service Provider will provide the Services at its own risk and take every precaution to protect all public and private property during the performance of the Services. If the Service Provider’s personnel or equipment cause any damage to the property of MRC or its contractors, the Service Provider, at its sole expense, will promptly replace the damaged property or repair it to the condition existing before the damage.
3.9 The Service Provider will thoroughly familiarize itself with the nature and scope of the Services under this Agreement and with matters that may affect the Services, including the Law governing the Services, Guidelines, and this Agreement. Any failure by the Service Provider to thoroughly familiarize itself with such matters does not relieve the Service Provider of its obligations under this Agreement.

3.10 Work under this Agreement will be performed only by competent personnel under the indirect or direct management or supervision of the Service Provider.

3.11 The Service Provider will commit adequate resources to participate in the Program and meet its obligations under this Agreement, including providing, at its sole expense, any and all Materials and Activities.

3.12 The reporting and notification requirements identified in Attachment A ("Scope of Work") and elsewhere in this Agreement are an integral part of the Services. The Service Provider will comply with all reasonable requests from MRC for preparation, access, review, and/or adjustment of these deliverables throughout the term of this Agreement.

3.13 The Service Provider will inspect the Collection Containers upon arrival and determine whether they are in proper condition for use. MRC or its contractor is responsible for replacing any defective Collection Containers and repairing normal wear-and-tear to the Collection Containers. The Service Provider will immediately notify MRC if at any point during the term of the Agreement a Collection Container(s) is not in proper condition for use and will not use any such defective Collection Containers until they are repaired or replaced by MRC or its contractor. If a Collection Container is functional, but is delivered in a damaged condition, the Service Provider will notify MRC or its contractor in writing of the nature and location of such damage upon the arrival of the Collection Container.

ARTICLE 4 – SERVICE PROVIDER REPRESENTATIONS AND WARRANTIES

4.1 The Service Provider represents, covenants, and warrants that:

   a. it is a Municipality [specify entity type – e.g., corporation, limited liability company, municipality] in good standing and qualified to carry on business in California, and has all necessary approval, capacity, and authority to enter into this Agreement and fully perform its obligations under this Agreement;

   b. this Agreement does not in any way conflict with any other agreements of the Service Provider;

   c. it possesses the business, professional, and technical expertise, as well as training, Materials and Activities, facilities, and equipment necessary and required to perform the Services;

   d. it will perform the Services in a diligent, safe, and workmanlike manner that conforms with generally accepted industry, professional, and best management practices, and with the care and skill ordinarily exercised, for such Services; and
e. it and/or its facilities, equipment, employees, or agents, have been issued, as of the date of this Agreement and throughout the term of the Agreement, all permits, licenses, certificates, or approvals required by applicable statutes, ordinances, orders, rules, regulations, and regulatory or administrative bodies necessary to perform the Services.

ARTICLE 5 – MRC OBLIGATIONS

5.1 Upon receiving a request from the Service Provider, MRC will arrange for timely pick-up by a Transportation Provider of Program Products Consolidated by the Service Provider. MRC or an MRC contractor will, at its expense, arrange for the Transportation Provider to transport such Program Products after pick-up to intermediary locations, processors, or other final destinations that are part of the Program.

5.2 MRC will make available to the Service Provider consumer brochures and signage.

5.3 MRC’s Transportation Provider will provide Collection Containers to the Service Provider, or approve use of the Service Provider’s containers as Collection Containers, for each of the Collection Facilities. All Collection Containers supplied by MRC or a subcontractor will remain the property of the MRC or subcontractor (as applicable).

5.4 MRC has no authority to manage, direct, or supervise employees, representatives, or agents of the Service Provider, including how they perform the work and achieve compliance with applicable Law. MRC does not have responsibility for making day-to-day and critical decisions regarding the Services, including the management or supervision of any activities comprising the Services.

5.5 Nothing herein creates an exclusive arrangement between MRC and the Service Provider. The Service Provider may not restrict MRC from contracting with other entities under the Program.

ARTICLE 6 – COVENANTS OF MRC

6.1 MRC covenants, represents, and warrants that:
   a. it is a non-profit corporation validly existing under the laws of Delaware;
   b. it has the corporate power, capacity, and authority to enter into and complete this Agreement; and
   c. the execution and delivery of this Agreement has been validly authorized by all necessary corporate actions by MRC.

ARTICLE 7 – AGREEMENT TERMINATION

7.1 The Service Provider acknowledges that, except for any payments for rendering Services as specifically provided for in Attachment A ("Scope of Work") of this
Agreement at the Compensation Rates set in Attachment B, it will not receive any other monetary payments under this Agreement.

7.2 MRC or the Service Provider may terminate this Agreement at any time without cause upon sixty (60) days' written notice to the other party.

7.3 Either party may terminate this Agreement or any Services under this Agreement immediately, upon prior written notice if the other party:

a) has breached any material provision of this Agreement, and has failed to cure such breach within thirty (30) days of receiving written notification of such breach; or

b) has violated applicable Law.

7.4 MRC may terminate this Agreement immediately:

a) if Service Provider fails to maintain the insurance requirements described in this Agreement; or

b) upon a finding by MRC in its sole and reasonable opinion that Service Provider has acted fraudulently or dishonestly in providing Storage and Transportation Services (as applicable).

7.5 This Agreement is contingent upon MRC's ability to fund the Program through fees collected on Mattress sales in the State. MRC may terminate the Agreement upon thirty (30) days' written notice if such funding is reduced to such an extent that, in MRC's sole and reasonable opinion, it is unable to fulfill its duties under this Agreement.

ARTICLE 8 – TITLE AND RISK OF LOSS

8.1 The parties acknowledge that the Program Products are not household hazardous waste.

8.2 The Service Provider (and not MRC) has title to and risk of loss and liability for any and all Program Products, Non-Conforming Units and Non-Program Products that the Service Provider receives. Notwithstanding the foregoing, once a Transportation Provider accepts for transportation any Program Products Collected by the Service Provider under this Agreement and Consolidated on a Collection Container, title to and risk of loss as to those Program Products, will transfer to that Transportation Provider. MRC at no time takes title to or assumes liability for any Program Products, Non-Conforming Units or Non-Program Products. However, MRC will require in its contracts with its Transportation Providers that they accept title and risk of loss immediately upon accepting any Program Products for transportation from the Service Provider.

8.3 MRC is not responsible for any damage to persons or property resulting from the use, misuse, or failure of any equipment used by the Service Provider, or by any of its employees or contractors, including the Collection Containers, even if such equipment is furnished, rented, or loaned to the Service Provider by MRC.
ARTICLE 9 – CONSIDERATION AND PAYMENT

9.1 As consideration under this Agreement, MRC or its contractors will (i) provide the Service Provider with Collection Containers, consumer brochures, and signage; (ii) facilitate the transportation of Program Products by Transportation Providers as set forth in this Agreement; (iii) pay the Service Provider for Services rendered as set forth in this Agreement; and (iv) perform other services incidental to the management of the Program.

9.2 MRC’s payment to Service Provider for Services Rendered in the manner set forth in Attachment B (“Compensation Rates”) will be made in U.S. currency. Other than such payments, MRC will not provide the Service Provider with any monetary compensation or reimbursement for the Service Provider’s Collection of Program Products, furnishing of the Materials and Activities, or its performance of the Services.

9.3 The Service Provider will invoice MRC on a monthly basis, either by hardcopy or electronically, as determined by MRC. Invoices furnished by the Service Provider under this Agreement must include the information included in Attachment C (“Model Invoice”) and must state:

a. the unique, identifying invoice number;
b. the specific work categories of Services provided for under the Agreement;
c. the specific number of Units consolidated;
d. copies of each Transportation Bill of Lading or equivalent shipping documentation that includes the information included in Attachment D’s “Model Bill of Lading” validating the number of units consolidated; and
e. any additional information as agreed to in writing by the parties that is relevant to the Services being performed by the Service Provider.

9.4 Each invoice must include the signature of the Service Provider employee responsible for submitting the invoice and a certification that the invoice accurately reflects the Services performed.

9.5 MRC reserves the right to refuse payment of any invoice or portion thereof that is not received in an acceptable form.

9.6 All amounts invoiced by the Service Provider to MRC, or paid by MRC to the Service Provider, are subject to audit by MRC, as described below in ARTICLE 10 – AUDIT AND INSPECTION RIGHTS OF MRC.

9.7 The Service Provider will submit all invoices to MRC by the method directed by MRC and/or at the address specified below. MRC will send all payments due to the Service Provider to the address specified below.

To: Mattress Recycling Council Inc.
Attn: Accounts Payable
Fax: 703-683-4503
Phone: 1-855-229-1691
9.8 Provided that the Service Provider has supplied the required information and otherwise performed its obligations under this Agreement, MRC will pay such invoice within forty-five (45) days of the date that MRC receives the invoice. In the event MRC has a good-faith objection to an invoice, MRC will pay the undisputed amount pursuant to the terms of this Agreement and notify in writing the Service Provider of said objections and describe in reasonable detail the basis for the objections. The Dispute Resolution provisions in ARTICLE 17 - DISPUTE RESOLUTION will be used to resolve such disputed portion of an invoice. During any such dispute, the Service Provider will continue with its responsibilities under this Agreement and will not stop providing the Services unless this Agreement is terminated pursuant to Article 7. MRC will make all payments due to the Service Provider over which there is no good-faith dispute.

9.9 MRC's payment of all or a part of an invoice neither relieves the Service Provider of any of its obligations under this Agreement nor constitutes a waiver of any claims by MRC.

9.10 The Service Provider warrants that, to the best of its knowledge, all documents, including invoices, billings, back-up information for invoices, and reports, submitted by the Service Provider to MRC to support amounts invoiced in connection with the Services truly reflect the facts about the activities and transactions to which they pertain. The Service Provider warrants that MRC, for whatever purpose, may rely upon all such documents and the data therein as being complete and accurate. The Service Provider will promptly notify MRC upon discovery of any instances where the Service Provider becomes aware of any discrepancies in relation to documents under this Article.
ARTICLE 10 – AUDIT AND INSPECTION RIGHTS OF MRC

10.1 MRC and its representatives may (a) monitor and verify that the Service Provider has complied with this Agreement, the applicable Law, and Guidelines; and (b) consult with the Service Provider about such compliance; provided, however, that MRC will not, and affirmatively disclaims any ability to, control, supervise or manage (1) the employees of the Service Provider; (2) the activities undertaken by the Service Provider in the performance of this Agreement; and (3) the means by which the Service Provider meets all requirements, including applicable Law.

10.2 MRC may audit and inspect, with full access, the Service Provider’s Collection Facilities during the Collection Facilities’ hours of operation, as well as any other site at which the Service Provider performs the Services. MRC will provide the Service Provider with at least twenty-four (24) hours’ notice before any such audit or inspection.

10.3 The Service Provider will maintain and make available to MRC, during regular business hours, accurate books and accounting records relating to its Services under this Agreement. The Service Provider will permit MRC to audit, examine, and make excerpts and transcripts, for any books or records, and to make audits of any invoices, materials, records, and other data related to all other matters covered by this Agreement, unless such documents are confidential in accordance with the California Public Records Act (Govt. Code § 6250 – 6276.48). The Service Provider will maintain such data and records in an accessible location and condition for a period of not less than three (3) years from the date produced under this Agreement or until after final audit has been resolved, whichever is later. The Service Provider will include this requirement in any subcontract for the performance of any of the Services under this Agreement.

10.4 In addition to those reports detailed in Attachment A (“Scope of Work”), the Service Provider will maintain the following records:

   a. For each pick-up of Program Products by a Transportation Provider from a Collection Facility, a copy of the Bill of Lading or equivalent shipping documentation that includes the information included in Attachment D’s “Model Bill of Lading”, that will be provided by the Transporter;

   b. Records confirming the number of Units the Service Provider received at each Collection Facility including:

      i. The number transported to MRC-contracted recyclers,

      ii. The number of Non-Conforming Units dropped off by individual residents that Service Provider disposes of as solid waste, and

      iii. The number transported to other entities;

   c. Records of any inspections required by Law; and

   d. Records of compliance for any required state and local employee trainings.
ARTICLE 11 – INDEMNIFICATION

11.1 The Service Provider, and its successors and assigns (collectively, the "Indemnifying Party"), will, to the fullest extent allowed by law, indemnify, defend, and hold harmless MRC and its sole member (as identified under MRC’s Certificate of Incorporation), and their member companies, officers, directors, stockholders, employees, successors, assigns, attorneys, agents, and invitees (collectively, the "Indemnified Parties") from and against any and all claims, demands, actions, losses, liabilities, damages, and all expenses and costs incidental thereto (collectively, “Claims”), including cost of defense, settlement, arbitration, and reasonable attorney’s fees, resulting from injuries to or death of persons, including but not limited to employees of either party hereto, and damage to or destruction of property or loss of use thereof, including but not limited to the property of either party hereto, arising out of, pertaining to, or resulting from the acts or omissions of the Indemnifying Party, or the acts or omissions of anyone else directly or indirectly acting on behalf of the Indemnifying Party, its officers, agents, employees, or contractors, or for which the Indemnifying Party is legally liable under law regardless of whether caused in part by an Indemnified Party. The Indemnifying Party will not be liable for any Claims arising from the sole negligence or willful misconduct of an Indemnified Party where such indemnification would be invalid under Section 2782 of the Cal. Civil Code.

11.2 MRC, and its successors and assigns (collectively, the “MRC Indemnifying Party”), will, to the fullest extent allowed by law, indemnify, defend, and hold harmless the Service Provider and its officers, directors, stockholders, employees, successors, assigns, attorneys, agents, and invitees (collectively, the “MRC Indemnified Parties”) from and against any and all claims, demands, actions, losses, liabilities, damages, and all expenses and costs incidental thereto (collectively, “Claims”), including cost of defense, settlement, arbitration, and reasonable attorney’s fees, resulting from injuries to or death of persons, including but not limited to employees of either party hereto, and damage to or destruction of property or loss of use thereof, including but not limited to the property of either party hereto, arising out of, pertaining to, or resulting from the acts or omissions of the MRC Indemnifying Party, or the acts or omissions of anyone else directly or indirectly acting on behalf of the MRC Indemnifying Parties, or for which the MRC Indemnifying Party is legally liable under law excepting only such injury, death, or damage to the extent caused by the active negligence or willful misconduct of an MRC Indemnified Party.

11.3 The following provisions apply to Paragraphs 11.1 and 11.2 above:

a. This indemnity will not be limited by the types and amounts of insurance or self-insurance maintained by the Indemnifying or Indemnified Parties or their contractors;
b. Nothing in this indemnity will be construed to create any duty to, any standard of care with reference to, or any liability or obligation, contractual or otherwise, to any third party; and

c. The provisions of this indemnity will survive the expiration or termination of this Agreement.

11.4 **NEITHER PARTY** MRC **WILL NOT** BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR INCIDENTAL DAMAGES, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY, EVEN IF ADVISED OF SUCH POTENTIAL DAMAGES. NOTHING IN THIS AGREEMENT CONSTITUTES A WAIVER OR LIMITATION OF ANY RIGHTS THAT MRC--EITHER PARTY MAY HAVE UNDER THE APPLICABLE LAW.

### ARTICLE 12 – INSURANCE

12.1 The Service Provider at its own expense must provide environmental and commercial general liability insurance with limits for each of not less than $1 million for each occurrence, as well as any other insurance, such as, for example and without limitation, worker’s compensation and automobile insurance, to the extent and in the amounts required by applicable law.

12.2 Service Provider must name MRC and its sole member (as identified under MRC’s Certificate of Incorporation), and their officers, agents, and employees are named as additional insureds on its commercial general liability insurance policy. To the extent the Service Provider’s commercial general liability insurance includes a blanket provision adding additional insureds where required by contract, this Agreement is deemed to require that MRC and its sole member (as identified under MRC’s Certificate of Incorporation), and their officers, agents, and employees are named as additional insureds on the Service Provider’s commercial general liability insurance by separate endorsement. Service Provider’s general liability insurance must be on a primary and non-contributory basis to any coverage available to MRC.

12.3 If Service Provider exercises the Storage and Transportation Services Option, it will also provide business automobile insurance with limits of not less than $1 million combined single limit. Service Provider will provide a Certificate of Insurance with regard to the business automobile coverage that names MRC and its sole member (as identified under MRC’s Certificate of Incorporation), and their officers, agents, and employees are named as additional insureds. No exclusion will be permitted in any event if it conflicts with a coverage expressly required in this Agreement, including but not limited to the indemnity provisions in Article 11 of the Agreement.

12.4 Service Provider is required to provide MRC with notification of any cancellation or change in Service Provider’s insurance coverage during the period of the
Agreement with MRC. Such notification must be made not less than sixty (60) days prior to the date said cancellation or change becomes effective.

12.5 In the event a Certificate of Insurance required by this Article should expire or be cancelled during the term of this Agreement, Service Provider agrees to provide, at least sixty (60) days prior to said expiration or cancellation, a new Certificate of Insurance evidencing coverage, as provided for herein, for not less than the remainder of the Agreement. In the event Service Provider fails to keep in effect at all times insurance coverage as herein provided, MRC may, in addition to any other remedies it may have, terminate this Agreement upon occurrence of such event.

12.6 Service Provider will require all third parties that it uses to provide any services under this contract to comply with the same insurance requirements specified above.

12.7 Compliance by Service Provider with the foregoing requirements to carry insurance and furnish certificates will not relieve Service Provider from liability assumed under the provisions of this Agreement.

12.8 Upon the request of MRC, Service Provider must be able to provide evidence of insurance.

**ARTICLE 13 – ASSIGNMENT AND SUBCONTRACTING**

13.1 The Service Provider may not assign, novate, or otherwise transfer (including transfer by operation of law) this Agreement or the obligations and rights hereunder without the express written consent of MRC, which consent will not be unreasonably withheld. Any change of control by the Service Provider constitutes an assignment that requires prior written consent. A “change of control” includes, among other items, any merger, consolidation, sale of all or substantially all of the assets, or sale of a substantial block of stock. Any attempted assignment, novation, or other transfer made in violation of this Article is void and has no effect.

13.2 MRC may not assign, novate, or otherwise transfer (including transfer by operation of law) this Agreement or the obligations and rights hereunder without the express written consent of the Service Provider, which consent will not be unreasonably withheld. Any change of control by MRC constitutes an assignment that requires prior written consent. Any attempted assignment, novation, or other transfer made in violation of this Article is void and has no effect.

13.3 The Service Provider may subcontract any part of the Services with MRC’s prior written permission, such permission not to be unreasonably withheld. As part of any subcontract relating to this Agreement, the Service Provider must include the following Articles and Attachments to the extent applicable for the Services being provided by the Subcontractor: ARTICLE 8 – TITLE AND RISK OF LOSS, ARTICLE 10 – AUDIT AND INSPECTION RIGHTS OF MRC, ARTICLE 12 - INSURANCE, ARTICLE 18 – COMPLIANCE WITH LAW, ARTICLE 19 – CONFIDENTIALITY/PUBLICITY, Attachment A (“Scope of Work”), and Attachment D (“Guidelines”). Nothing contained in this Agreement or otherwise creates any contractual relationship between MRC and any subcontractor of the
Service Provider. A subcontract does not relieve the Service Provider of its responsibilities and obligations hereunder. The Service Provider is as fully responsible to MRC for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Service Provider.

13.4 The Service Provider’s obligation to pay its subcontractors is an obligation independent from MRC’s obligation to make payments to the Service Provider. As a result, MRC has no obligation to pay or to enforce the payment of any moneys to any subcontractor of the Service Provider.

ARTICLE 14 – FORCE MAJEURE

14.1 Any delay or failure of either party to perform its obligations hereunder will be suspended if, and to the extent, it is caused by the occurrence of a Force Majeure. In the event that either party intends to rely upon the occurrence of a Force Majeure to suspend or to terminate its obligations, such party will notify the other party in writing, in accordance with the requirements of Article 15, within 2 business days after becoming aware of the Force Majeure, or as soon as reasonably possible, setting forth the particulars of the circumstances. Written notices will likewise be given after the effect of such occurrence has ceased.

14.2 An occurrence of a “Force Majeure” means riots, wars, civil disturbances, insurrections, labor strikes of MRC service providers, contractors or subcontractors, acts of terrorism, epidemics, acts of nature (or any threat of such occurrences) whose effects prevent safe passage of vehicles upon state or federal highways for a continuing period of not less than fourteen (14) days and federal or state government orders, any of which is beyond the reasonable anticipation or control of the applicable party and which prevents performance of this Agreement, but only to the extent that due diligence is being exerted by the applicable party to resume performance at the earliest possible time.

ARTICLE 15 – NOTICES

15.1 Except where otherwise expressly authorized, notice will be by, facsimile, first class certified or registered mail, or by commercial delivery service issuing a receipt for delivery. Notices will be addressed as set forth below. Either party may change the address information below by providing written notice to the other party. Notice is effective upon delivery, or if delivery is refused, when delivery is attempted.

To: MRC Inc.
Attn: Mike O’Donnell
Email: mikeo@mattressrecyclingcouncil.org
Address: 501 Wythe Street Alexandria, VA 22314
To: The County of Mariposa Public Works Solid Waste
Attn: Greg Ollivier
Fax: ________________________________
Phone: (209) 966-5165
E-mail: gollivier@mariposacounty.org
Address: 5593 Highway 49 North, Mariposa CA. 95338

ARTICLE 16 – INDEPENDENT CONTRACTOR STATUS

16.1 The parties intend that the Service Provider, in performing the Services specified herein, is acting as an independent contractor and that the Service Provider will control the work and the manner in which it is performed. This Agreement is not intended and may not be construed to create the relationship between the parties of agent, servant, employee, partnership, joint venture, or association.

16.2 Each party, or its subcontractors, as appropriate, is solely liable and responsible for providing all compensation and benefits due to, or on behalf of, all persons performing work on its behalf in connection with this Agreement. Neither party has any liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the other party.

16.3 Each party understands and agrees that all persons performing work pursuant to this Agreement are, for purposes of Workers’ Compensation liability, solely employees of that party and not employees of the other party. Each party is solely liable and responsible for furnishing any and all Workers’ Compensation benefits to its employees as a result of any injuries arising from or connected with any work performed by or on behalf of that party pursuant to this Agreement.

16.4 Third-party Transportation Providers are independent contractors and are not employees, partners, or agents of either party. Neither party is liable for the acts or omissions of third-party Transportation Providers under this Agreement. However, if Service Provider exercises the Storage and Transportation Services Option, Service Provider will be liable for any acts or omissions in providing such services.

ARTICLE 17 - DISPUTE RESOLUTION

17.1 Subject to the conditions and limitations of this Article, any controversy or claim arising out of or relating to this Agreement will be exclusively settled by arbitration under the laws of the State of California, in accordance with the rules of the American Arbitration Association.

17.2 The parties agree to consolidation of any arbitration between them with any other arbitration involving, arising from, or relating to this Agreement.
17.3 Each party hereto accepts the jurisdiction of the courts of the State of California for the purposes of commencing, conducting, and enforcing an arbitration proceeding pursuant to this Article. Each party will accept service of notice of the other party's intent to proceed with arbitration, and of any other step in connection therewith or enforcement thereof, if such notice is in writing and sent by certified letter addressed to said party according to Article 15.1, and such notice will have the same effect as if the party had been personally served within the State of California.

17.4 Any decision of an arbitrator engaged under this Article is final, binding, and enforceable upon both parties.

17.5 The Service Provider parties will continue with its responsibilities under this Agreement during any dispute.

17.6 The parties will continue to work during the dispute resolution process in a diligent and timely manner in accordance with all applicable provisions of this Agreement.

17.7 Each party hereto will bear the costs and expenses incurred by it in connection with such arbitration processes. The cost of any independent decision maker will be shared equally between the parties.

ARTICLE 18 – COMPLIANCE WITH LAW

18.1 Each party will comply with all Law applicable to this Agreement.

18.2 The Service Provider will promptly notify MRC in writing upon discovery of any failure, or any allegation of any failure, of the Service Provider or other persons or entities to comply with any applicable Law relevant to the performance of Services or any requirement of this Agreement.

18.3 Duties and obligations imposed by this Agreement, and rights and remedies available thereunder, are in addition to (and not a limitation of) duties, obligations, rights, and remedies otherwise imposed or afforded by applicable Law.

18.4 MRC will comply with all certification and disclosure requirements prescribed by Section 319, Public Law 101-121 (31 U.S.C. § 1352) and any implemented regulations.

18.5 If services under this Agreement are funded with state funds granted to Service Provider, MRC will not utilize any such funds to assist, promote or deter union organization by employees performing work under this Agreement and will comply with the provisions of Government Code Sections 16645 through 16649.

18.6 The Service Provider will provide MRC with sixty (60) days' prior written notice before entering into negotiations or engaging in any direct or indirect lobbying activities with any government authority or agency to develop any variance or revision to Cal. Public Resources Code §§ 42985 – 42994.

ARTICLE 19 – CONFIDENTIALITY/PUBLICITY
19.1 The Service Provider will not disclose any details in connection with this Agreement to any person or entity without MRC’s prior written authorization, except as may be otherwise provided hereunder or required by law. However, in recognizing the Service Provider’s need to identify its services and related clients to sustain it, MRC will not inhibit the Service Provider from publishing its role in the Program within the following conditions:

   a. The Service Provider may utilize and develop publicity material regarding the MRC Program only upon the prior written consent of MRC, which consent will not be unreasonably withheld; and

   b. During the term of the Agreement, the Service Provider will not, and will not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of MRC without the prior written consent of MRC, which consent will not be unreasonably withheld.

19.2 The Collection Facilities may be listed, referenced, or advertised as collection sites by MRC for the Program during the term of this Agreement.

19.3 To the extent that the Service Provider is subject to disclosure requirements under the California Public Records Act (Govt. Code § 6250 – 6276.48) and other applicable federal, state, and local public record laws (collectively, “the Disclosure Laws”), the following additional terms apply:

   a. The Service Provider acknowledges that MRC claims that the pricing information in this Agreement constitutes proprietary information; and

   b. If the Service Provider receives a request for disclosure of such information or disclosure under the Disclosure Laws, the Service Provider will provide MRC with reasonable prior notice, and in no case less than ten (10) days’ notice, of the request prior to disclosing the information or documentation. If MRC claims the information or documentation is exempt from disclosure under the Disclosure Laws, it must obtain a protective order, injunctive order, or other appropriate remedy from a California court of law before the Service Provider’s deadline for responding to the request. If MRC fails to obtain such judicial relief within that time, the Service Provider may disclose the requested information without any penalty or liability to MRC.

ARTICLE 20 – MISCELLANEOUS PROVISIONS

20.1 No Waiver. The failure at any time to enforce any provision of this Agreement or failure to exercise any right herein granted does not constitute a waiver of such provision or of such right thereafter to enforce any or all of the provisions of this Agreement.

20.2 Selective Waiver. Either party may waive any default by the other party under this Agreement by an instrument in writing to that effect and no such waiver will extend to any subsequent or other default by the other party. No failure or delay on the part of either party to exercise any right hereunder operates as a waiver
thereof. Either party may elect to selectively and successively enforce its rights hereunder, such rights being cumulative and not alternative.

20.3 Entire Contract/Order of Precedence. This Agreement and all Attachments and exhibits hereto, and all referenced documents, including the Guidelines, constitute the entire agreement between the parties with respect to the matters herein, and integrates, merges, and supersedes all prior negotiations, representations, or agreements relating thereto, whether written or oral, except to the extent they are expressly incorporated herein. The provisions of this Agreement and the accompanying document are to be construed and interpreted as consistent whenever possible. Any conflicts in this Agreement and the accompanying documents will be resolved in accordance with the following descending order of precedence:

a. Attachment A ("Scope of Work");

b. Attachment B ("Compensation Rates");

c. Attachment F ("Storage and Transportation Services"), if applicable;

d. The terms of this Agreement;

e. Attachment D Guidelines;

f. Attachment E ("Collection Facility Information"); and

q. Attachment C ("Model Invoice").

20.4 Amendment or Modification. Unless otherwise provided herein, no amendments, changes, alterations, variations, or modifications to this Agreement will be effective unless in writing and signed by the respective duly authorized officers of the parties hereto.

20.5 Additional Sites. Service Provider, either currently or in the future, may have additional sites, solid waste facilities, collection facilities or subsidiaries ("Additional Sites") that it wishes to add to this Agreement. Additional Sites may become a Service Provider under this Agreement by executing its own Compensation Rate form in Attachment B. The Additional Sites will then be governed by the terms of this Agreement and the Attachments hereto (including its personalized Compensation Rate form in Attachment B). Any changes or modifications made by an Additional Site to Attachment B will not affect other Service Providers that exist under this Agreement, nor will it change or modify any of the other Service Providers' terms, conditions, responsibilities and/or liabilities under this Agreement.

20.6 Governing Law/Venue. This Agreement is executed and intended to be performed in the State of California, and the laws of that State will govern its interpretation and effect. Any legal proceedings relating to this Agreement will initially be brought before a court of jurisdiction prescribed by law in the State of California.

20.7 Severability. If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the
remainder of the provisions hereof will remain in full force and effect and will in no way be affected, impaired, or invalidated thereby.

20.8 Calendar Days. Any reference to the word "day" or "days" herein will mean calendar day or calendar days, respectively, including weekends and Federal Holidays, unless otherwise expressly provided. If a deadline falls on a weekend or Federal Holiday, the next business day will be the applicable deadline.

20.9 No Third-Party Beneficiary. This Agreement is intended solely for the benefit of the parties hereto, and no third party has any right or interest in any provision of this Agreement or as a result of any action or inaction by any party in connection therewith.

20.10 Authorization. Each party represents and warrants that it has full power and authority to enter into this Agreement and to perform its obligations set forth herein. The representative(s) signing this Agreement on behalf of each party represents that he/she has the authority to execute this Agreement on behalf of the applicable party and to bind it to its contractual obligations hereunder.

20.11 Survival of Terms. All services performed and deliverables provided pursuant to this Agreement are subject to all of the terms, conditions, price discounts and rates set forth herein, notwithstanding the expiration of the initial term of this Agreement or any extension thereof. Further, the terms, conditions and warranties contained in this Agreement that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Agreement will so survive, including but not limited to: ARTICLE 4 - SERVICE PROVIDER REPRESENTATIONS AND WARRANTIES; ARTICLE 4 - SERVICE PROVIDER REPRESENTATIONS AND WARRANTIES; ARTICLE 8 - TITLE AND RISK OF LOSS; ARTICLE 10 - AUDIT AND INSPECTION RIGHTS OF MRC; ARTICLE 11 - INDEMNIFICATION; ARTICLE 12 - INSURANCE; ARTICLE 16 - INDEPENDENT CONTRACTOR STATUS; ARTICLE 17 - DISPUTE RESOLUTION; ARTICLE 18 - COMPLIANCE WITH LAW; ARTICLE 19 - CONFIDENTIALITY/PUBLICITY; and ARTICLE 20 - MISCELLANEOUS.
IN WITNESS WHEREOF, the parties have each caused this Agreement to be executed by its duly authorized representative on the day and year set forth above.

By:

Authorized Signatory
Mattress Recycling Council, Inc.
Solid Waste

Authorized Signatory
The County of Mariposa Public Works

[Name of Service Provider]

Print Name

Print Name

Print Title

Print Title

Date: ____________________

Date: ____________________
ATTACHMENT A: SCOPE OF WORK

As part of the Services under this Agreement, the Service Provider will do the following:

1) Provide the Services necessary to consolidate acceptable Program Products dropped off by individual California residents free of charge into Collection Containers for pick up by Transportation Providers.

2) Include no Non-Program Products, no Non-Conforming Units and no Units that are unsuitable for recycling in the Collection Containers provided by MRC or its subcontractors.

3) If exercising the Storage and Transportation Services Option, Service Provider will provide the services described in Attachment F.

   Please mark here if Service Provider elects to exercise this option.

4) If not exercising the Storage and Transportation Services Option for some or all of the Scope of Work, notify Transporter before collection containers are full to allow adequate time for Transporter to schedule pick-up services.

5) Provide to MRC a minimum of ninety (90) days' advance notice of any Temporary Collection Events conducted by the Service Provider that include the Collection of Program Products dropped off by individual California residents free of charge to be picked up by Transportation Providers at the Temporary Collection Event.

6) Provide reports to MRC on a monthly basis, within thirty (30) days after the end of each month, containing the date and location of any such Temporary Collection Events held by or on behalf of the Service Provider.
## ATTACHMENT B: COMPENSATION RATES

<table>
<thead>
<tr>
<th>Service</th>
<th>Description</th>
<th>Unit Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Program Product Consolidation</td>
<td>MRC will compensate the Service Provider for all Units of Program Products dropped off by California residents free of charge that Service Provider Consolidates in a Collection Container picked up by a Transportation Provider. The Service Provider will not place either Non-Program Products, Non-Conforming Units or Units that are unsuitable for recycling in such Collection Containers.</td>
<td>$3.05 per Unit</td>
</tr>
<tr>
<td>Solid Waste Disposal of Non-Conforming Units</td>
<td>MRC will compensate Service Provider for disposal of Non-Conforming Units dropped off by individual California residents free of charge. Excludes Units dropped off by businesses or other entities.</td>
<td>$2.90 per Unit</td>
</tr>
</tbody>
</table>
| Storage and Transportation Services Option | Service Provider may provide its own storage container and Transportation Services to transport above Units to an MRC-contracted recycler. Such Services will be governed by Attachment F (“Storage and Transportation Services”) | Storage Container: $___0__ per Month per Storage Container  
Transport: $___0__ per Trip |

Pursuant to Section 20.5 of the agreement entitled “California Used Mattress Recycling Program Collection Facility and Used Mattress Management Services Agreement” entered into between the Mattress Recycling Council, Inc. and ____________, executed on ____________, 2015 (the "Agreement"), this Attachment B form may be used to add Additional Sites to the Agreement. By signing below, the Additional Site hereby agrees that the Agreement’s terms will govern its relationship with MRC, and it
accepts all the same terms, conditions, responsibilities and liabilities attributed to a Service Provider as set forth in the Agreement.

IN WITNESS WHEREOF, the parties have each caused this Agreement to be executed by its duly authorized representative on the day and year set forth above.

By:

Authorized Signatory
Mattress Recycling Council, Inc.

Authorized Signatory
[Name of Additional Site/Service Provider]

Print Name
Print Name

Print Title
Print Title

Date: ______________________
Date: ______________________

Notices and Payments for Service Provider should be sent to:

Attn: ______________________

Address: ___________________

Phone: _____________________

Fax: _______________________

Email: _____________________
ATTACHMENT C: MODEL INVOICE

Service Provider: ________________________________________________________________

Collection Facility Location: ______________________________________________________

Unique Identifying Invoice Number: ________________________________________________

<table>
<thead>
<tr>
<th>Service (refer to Attachment B of Agreement for definitions of below Service terms)</th>
<th>Quantity of Units</th>
<th>Unit Price</th>
<th>Invoiced Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Program Product Consolidation</td>
<td>$___ per Unit</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Solid Waste Disposal of Non-Conforming Units</td>
<td>$___ per Unit</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Storage and Transportation Services Option</td>
<td>$___ per Month</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Storage Container Fee</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Storage and Transportation Services Option</td>
<td>$___ per Trip</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Transport Services</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TOTAL</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

The above invoice represents, to the best of my knowledge, complete and accurate information regarding the Services rendered and for which the Service Provider seeks payment through the Program. I hereby certify on behalf of the Service Provider that the attached back-up documentation is accurate.

Name: ________________________________
Company Title: ________________________________
ATTACHMENT D: GUIDELINES

Mattress Recycling Council

California Mattress Recycling Program
COLLECTION GUIDELINES

October 2015
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5 ............................................................. Mattress Collection & Handling
7 ............................................................. Transportation & Recycling
7 ......................................................... Recordkeeping
7 ................................................ Program Withdrawal & Termination

About the Mattress Recycling Council
In 2013, California enacted Senate Bill 254, later amended by Senate Bill 1274, which requires mattress manufacturers to create a recycling program for mattresses discarded in the state. The Mattress Recycling Council (MRC) is the non-profit organization established by the mattress industry to develop and operate the California mattress recycling program. The Program will start on December 30, 2015.

MRC has contracted with service providers to transport and recycle mattresses and box-springs from collection sites throughout the state. For simplicity, we will refer to both mattresses and box-springs as just mattresses. These Guidelines describe the Program and what your facility needs to do to participate. MRC reserves the right to update, change, modify, amend, add or remove terms, or otherwise alter these Guidelines at any time with or without prior notice.

What MRC Provides
Staff at all participating collection sites must be knowledgeable regarding these Guidelines before accepting mattresses.

MRC provides the following to participating solid waste facilities:

- A collection container to store mattresses that is appropriate for the number of mattresses that the collection site expects to generate and the site's available space
- Transportation from the solid waste facility to a contracted recycler
- No-cost mattress recycling services
PROGRAM MATERIALS

ACCEPTABLE

Only mattresses used and discarded in California can be accepted by the Program. The pictures below exemplify mattresses that are acceptable by the program.

A participating collection site may not charge for mattresses that are dropped off by individuals at its site and recycled through the Program.
UNACCEPTABLE

- Out-of-state mattresses
- Severely damaged, twisted, wet, frozen or soiled mattresses
- Mattresses infested with bed bugs or other living organisms
- Sleeping bags
- Pillows and cushions
- Loose bedding, blankets or sheets
- Car beds

- Juvenile products, i.e., a carriage, basket, dressing table, stroller, playpen, infant carrier, lounge-pad, or crib bumper
- Water beds
- Camping air mattresses
- Fold-out sofa beds
- Futons and furniture
- Loose mattress pads and toppers
Mattress Inspection and Examination

Facility staff should screen incoming mattresses to determine whether they are suitable for recycling and should remove mattresses that are:

- Excessively wet or frozen
- Severely twisted, punctured or crushed
- Infested with bed bugs or other living organisms
- Exceptionally soiled or moldy

Mattresses not suitable for recycling should be disposed of through your existing solid waste stream.

Bed Bug Identification

Mattresses and box springs infested with bed bugs are unacceptable for recycling and should be disposed of through your existing solid waste stream. Staff at collection sites should evaluate program materials for evidence of bed bug infestation.

**Signs of bed bug activity may be more obvious than the insects themselves. Look for clusters of dark spots or smudges on mattresses (fecal spots), especially along seams. Eggs, shed skins, and all life stages of bed bugs may also be present in these ‘soiled’ areas.**

Bed bugs are tan to brown in color, but may appear redder if they have fed.

**Adult Bed Bugs** are dorsally flat insects, broadly oval, and the size of an apple or melon seed (1/4”).

**Nymphs** look like adults in shape but are smaller.

**Eggs** are white and barrel shaped.

For more information on bed bugs, please refer to the resources made possible by the Connecticut Coalition Against Bed Bugs at [www.ct.gov/caes/CCABB](http://www.ct.gov/caes/CCABB)
# MATERIALS COLLECTION & HANDLING

Each collection site will have unique operational considerations. Participating facilities must make their own decisions about how to best manage their operations in the safest manner possible in accordance with applicable laws. At a minimum, each participating site must meet these requirements:

<table>
<thead>
<tr>
<th>MINIMUM PROGRAM REQUIREMENTS</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>SITE</strong></td>
</tr>
<tr>
<td>Each collection site must be secure with adequate space and staffing to handle and store acceptable mattresses.</td>
</tr>
<tr>
<td><strong>PERMITS</strong></td>
</tr>
<tr>
<td>Each collection site must have knowledge of, and comply with all applicable federal, state and local laws. These may include, but are not limited to, zoning requirements, state permit requirements, and OSHA or other workplace requirements. Please contact your Local Enforcement Agency (LEA) to confirm whether your site is in compliance with all applicable notifications or requirements for accepting mattresses for recycling at your site. In many cases, this will be your County or local Public Health Department.</td>
</tr>
<tr>
<td><strong>INSURANCE</strong></td>
</tr>
<tr>
<td>Each collection site must maintain general liability insurance of at least $1,000,000 per occurrence.</td>
</tr>
<tr>
<td><strong>TRAINING</strong></td>
</tr>
<tr>
<td>Staff at each collection site must be trained and knowledgeable regarding these Guidelines before accepting mattresses for recycling.</td>
</tr>
<tr>
<td><strong>STORING &amp; LOADING MATTRESSES</strong></td>
</tr>
<tr>
<td>Collection sites must keep mattress dry by storing in weather proof containers, or under cover, to maximize their recyclability. In addition, all collection sites must:</td>
</tr>
<tr>
<td>• Make every effort to place mattresses in MRC-designated storage containers immediately upon acceptance</td>
</tr>
<tr>
<td>• Keep mattresses intact and not intentionally crush or puncture them</td>
</tr>
<tr>
<td>• Efficiently stack mattresses to maximize the number of units loaded in each storage container</td>
</tr>
<tr>
<td>• Provide oversight to keep unacceptable items out of MRC-designated storage containers</td>
</tr>
<tr>
<td>• Remove any non-program materials from MRC-designated storage containers before transport to MRC recyclers</td>
</tr>
<tr>
<td>• Practice good housekeeping standards, and keep storage containers and program materials in a neat and orderly condition</td>
</tr>
<tr>
<td><strong>SITE ACCESS</strong></td>
</tr>
<tr>
<td>Collection sites must allow MRC access to confirm compliance with these Guidelines.</td>
</tr>
</tbody>
</table>
Loading Mattresses in Storage Containers

<table>
<thead>
<tr>
<th>Container Type</th>
<th>Number of Mattresses</th>
</tr>
</thead>
<tbody>
<tr>
<td>20-foot sea container</td>
<td>25-40</td>
</tr>
<tr>
<td>30-yard roll-off container</td>
<td>25-35</td>
</tr>
<tr>
<td>40-yard roll-off container</td>
<td>25-40</td>
</tr>
<tr>
<td>48-foot trailer</td>
<td>110-180</td>
</tr>
<tr>
<td>53-foot trailer</td>
<td>125-190</td>
</tr>
</tbody>
</table>

Expected number of mattresses that should fit in various container sizes

Mattresses and box springs must be packed as efficiently as possible to maximize the number of units in each container.
TRANSPORTATION AND RECYCLING

Transporters
MRC will assign each collection site a transporter to provide a storage container and transport services.

- MRC contracted transporters will provide participating locations with evidence of automobile insurance coverage of at least $1,000,000 per occurrence
- Each collection site must notify transporter at least 2 business days before a storage container is full of mattresses
- The assigned transporter will pick up full containers and drop off an empty container at the same time
- On the scheduled pick up day, the collection site must make the collection container readily accessible to the transporter
- At the time of pick-up, collection site staff must be present to sign a three-part Bill of Lading (BOL) supplied by the transporter that details the quantity of mattresses in the container, and must provide appropriate copies of the BOL to the transporter

A collection site may choose to provide its own storage containers and transportation at its own cost. These locations must contact the recycler directly to arrange for a convenient drop-off time.

Recyclers
Recyclers under contract with MRC will meet established recycling standards and accurately account for all mattresses it receives, the mattress components it recycles (e.g., foam, steel, wood, fiber, etc.), and any residual disposal. Solid waste facilities will be assigned a recycler by MRC to best service your facility.

PROGRAM WITHDRAWAL & TERMINATION

A collection site’s participation in the California mattress recycling program is voluntary. Either party may withdraw from participation with 30 days’ notice to the other party. MRC reserves the right to remove any collection site not in compliance with these Guidelines from further participation in the Program.

RECORDKEEPING

Bill of Lading:
A Bill of Lading (BOL) will be provided by the transporter. Before a full container leaves the site, the BOL must be completed and signed by facility staff. Following is a sample BOL and required information:
BILL OF LADING

Collection Site/Generator

Facility Name and Operator:

Address:

Type of Collection Site:

☐ solid waste facility ☐ mattress retailer ☐ other

Collection Container Type:

☐ 20 ft. sea container ☐ 30 yd. roll-off ☐ 40 yd. roll-off

☐ 53 ft. trailer ☐ 48 ft. trailer ☐ other:

Collection Site Count: Mattress and Box Spring Units:

Collection Site Certified Net Weight (if available): __________ lbs.

I hereby certify that to the best of my knowledge, the above information is accurate, and all of the products described in this document were used and discarded in California.

__________________________________________  __________________________  __________
Name (print), Title  Signature  Date

Transporter

Company Name:

Address:

Truck #:

__________________________________________  __________________________  __________
Name (print), Title  Signature  Date

Mattress Recycler

Date:  Company Name:

Address:

Recycler Count:  Mattress Units: _______  Box Spring Units: _______

Net Weight of all Mattress and Box Spring Units: _______ lbs.

Comments/Count Discrepancies:

I hereby certify that to the best of my knowledge, the above information is accurate, and all of the products described in this document were used and discarded in California.

__________________________________________  __________________________  __________
Name (print), Title  Signature  Date
ATTACHMENT E: COLLECTION FACILITIES / EVENTS

Provide all applicable information.

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<table>
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<tr>
<td>1.</td>
<td>Type: (fixed or temporary event)</td>
</tr>
<tr>
<td>2.</td>
<td>Name of site/event</td>
</tr>
<tr>
<td>3.</td>
<td>Street address for site or event</td>
</tr>
<tr>
<td>4.</td>
<td>City, State, Zip Code for site or event</td>
</tr>
<tr>
<td>5.</td>
<td>Permit holder</td>
</tr>
<tr>
<td>6.</td>
<td>Phone # for general public</td>
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<tr>
<td>7.</td>
<td>Days/hours</td>
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<td>8.</td>
<td>Drop off limits (self-imposed)</td>
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<td>10.</td>
<td>Special site/event notes</td>
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<tr>
<td>11.</td>
<td>Contact person's name and title</td>
</tr>
<tr>
<td>12.</td>
<td>Contact person's agency/company</td>
</tr>
<tr>
<td>13.</td>
<td>Contact person's phone</td>
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<td>14.</td>
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<tr>
<td>15.</td>
<td>Promote site/event on MRC site locator? (yes/no)</td>
</tr>
<tr>
<td>16.</td>
<td>Advertise site in MRC ads? (yes/no)</td>
</tr>
<tr>
<td>17.</td>
<td>Best newspapers and radio stations for promoting this site/event?</td>
</tr>
<tr>
<td>18.</td>
<td>Additional information</td>
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17. Best newspapers and radio stations for promoting this site/event?
18. Additional information
ATTACHMENT F: STORAGE AND TRANSPORTATION SERVICES

1. COMPENSATION

1.1. Rates.

1.1.1. The Rates for Storage and Transportation Services are set forth in Attachment B “Compensation” of this Agreement, and are incorporated by reference herein.

1.2. Payments to Service Provider.

1.2.1. In order to receive payment from MRC for Storage and Transportation Services, Service Provider, at its own expense, must provide MRC with a properly completed Bill of Lading as shown in Attachment D’s Guidelines, and an invoice as shown in Attachment C properly accounting for the Storage Containers and the Transportation Services.

2. SCOPE OF STORAGE AND TRANSPORTATION SERVICES

Service Provider’s responsibilities for providing Storage and Transportation Services are as follows:

2.1. General Requirements.

2.1.1. All Program Products placed in Collection Containers will become the responsibility of Service Provider until they are delivered to an MRC-contracted recycler, at which point responsibility and property will transfer to the recycler. At no time, however, will Service Provider own such Program Products.

2.1.2. Service Provider will provide, at its expense, a Bill of Lading to the recycler in a format that conforms to the Model Bill of Lading included in the Guidelines in this Agreement, Attachment D.

2.1.3. Service Provider will take every precaution to protect all public and private property during the performance of its responsibilities under this Agreement.

2.1.4. Any damage to property caused by Service Provider’s personnel or equipment (including that of its subcontractors) will be promptly repaired to the condition existing before the damage or be replaced. All costs for such repairs or replacements will be solely the responsibility of Service Provider.
2.1.5. To the extent possible, Service Provider, in carrying out its work, must employ such methods or means that will not interrupt or interfere with the recycler's work.

2.2. Providing Storage Containers.

2.2.1. Service Provider will have thirty (30) days from the date of this contract to provide storage container(s) to its designated collection location(s).

2.2.2. Service Provider will be responsible for keeping all Storage Containers and other equipment that Service Provider or its subcontractors provide in the performance of this Agreement in good working order and in a clean, sanitary and attractive condition, and as free from offensive odors as possible. Equipment is subject to periodic inspection by MRC.

2.2.3. All Storage Containers and other equipment provided by Service Provider or its subcontractors will be marked and properly identified in a method mutually acceptable to MRC and Service Provider.

2.2.4. Service Provider will post appropriate notices on Storage Containers provided by Service Provider or its subcontractors stating that such containers are only for temporary storage of mattresses and/or Program Products dropped off of charge by California consumers, and that Program Products obtained from other entities, Non-Program Products and Units that are not suitable for recycling may not be placed in such Storage Containers.

2.3. Transportation of Program Products.

2.3.1. Service Provider will pick-up and transport collected Program Products from its solid waste facility(ies) to recycler’s premises.

2.3.2. Service Provider is responsible for scheduling deliveries with the recycler. MRC will not be liable for any fees related to unscheduled, late or canceled deliveries made to the recycler.
RESOLUTION - ACTION REQUESTED

MEETING: September 15, 2020

TO: The Board of Supervisors

FROM: Eric Sergienko, Health Officer/Acting HHSA Director

RE: Approve an Agreement for Lease at Yosemite Inn

RECOMMENDATION AND JUSTIFICATION:
Approve an Emergency Occupancy Agreement with Yah 1901 LLC for the Purpose of Leasing a Hotel to Provide Housing to Individuals who Are Affected by COVID-19 in an amount not to exceed $250,000.

As part of the County’s response to COVID-19, the state has authorized and provided funding for a lease of Yosemite Inn. The lease allows the County to provide housing for individuals who need to be isolated or quarantined but do not have the ability to do so on their own.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
A local health emergency due to COVID-19 was proclaimed in Mariposa County on March 13, 2020. A local state of emergency was proclaimed a few days later and ratified by this Board on March 24, 2020.

Toward the end of March, the state announced funding to facilitate for local purchase or lease of hotels. The County applied for funding and had been awarded $416,000 for a hotel lease.

Board of Supervisors approved Resolution Number 2020-180 on April 7, 2020, authorizing a 90 day lease of Yosemite Inn.

Given the continuous need for housing of this target population, Mariposa County has decided to renew the lease agreement through December 31, 2020.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve. An inability to isolate individuals may contribute to wider spread of COVID-19 in our community.

FINANCIAL IMPACT:
This agreement is supported by a grant from the California Department of Social Services.

ATTACHMENTS:
COUNTY OF MARIPosa

EMERGENCY OCCUPANCY AGREEMENT

OCCUPANCY AGREEMENT COVERING PREMISES LOCATED AT:

5180 Jones Street
Mariposa, CA 95338

OWNER'S FED. TAX. I.D., NO. OR SOCIAL SECURITY NO.:

TENANT:
County of Mariposa

Preamble

THIS OCCUPANCY AGREEMENT, made and entered into this ___ day of ______, 2020 by and between Yah 1901 LLC, a California Limited Liability Company, hereinafter called the Owner, without distinction as to number or gender, and the County of Mariposa, a political subdivision of the State of California, hereinafter called the County. This Agreement is entered into pursuant to the Governor's State of Emergency Proclamation dated March 4, 2020 and Executive Order N-25-20, in response to COVID-19, and is directly related to that emergency and necessary for the preservation of public health and safety.

WITNESSETH

Description

1. The Owner hereby authorizes the County and the County hereby hires from the Owner those certain premises "AS IS" with appurtenances situated in the County of Mariposa, State of California, and more particularly described as follows:

The Yosemite Inn, consisting of twenty-seven (27) rooms, located at 5180 Jones Street, Mariposa, CA, and all parking spaces contiguous to the subject hotel building, and unlimited use of the building's common facilities. The County shall have exclusive access to and use of the occupied premises set forth in this occupancy agreement twenty-four (24) hours per day, seven (7) days per week with no exceptions.

2. The term of this occupancy agreement shall commence on July 7, 2020, and shall continue through December 31, 2020. Term can be extended through mutual agreement of both parties.

3. The County may terminate this occupancy agreement at any time by giving written notice to the Owner at least ten (10) days prior to the date when such termination shall become effective. The County may terminate this occupancy agreement as to all or some of the rooms without such notice upon the mutual agreement between the Owner and the County. If this occupancy agreement is terminated as to all or some of the rooms, the County shall not be
required to pay for those rooms. If the County fails to complete its move out within the notice period and remains in the premises, additional rent shall be paid and prorated on a thirty (30) day month, based on the actual number of days the County occupies the premises following the effective date of termination.

4. Rental payments shall be paid by the County, from legally available funds and subject to the California Constitution, in arrears bi-weekly during said term as follows:

THE DAILY ROOM RATE SHALL BE ONE HUNDRED FIVE DOLLARS ($105.00) PLUS TRANSIENT OCCUPANCY TAX (TOT) DURING THE TERM OF THIS OCCUPANCY AGREEMENT. THE COUNTY WILL ONLY RECEIVE BILLING FOR THE ROOMS AND DAYS OF OCCUPANCY BY COUNTY CLIENTS.

The Owner shall provide a bi-weekly invoice to the County at the address below. Rental shall be paid to Owner at the address specified in Paragraph 5 or to such other address as the Owner may designate by a notice in writing.

Invoices to the County shall be sent to: County of Mariposa
P.O. Box 99
Mariposa, CA 95338

5. All notices and correspondence herein provided to be given, or which may be given by either party to the other, shall be deemed to have been fully given when made in writing and either: 1) deposited in the United States Mail, certified and postage prepaid; or 2) sent via an alternate commercial overnight delivery service (i.e. FedEx or similar) with receiver's signature required; and addressed as follows:

To the Owner:
Gautam Patel
Yah 1901 LLC
5776 Stoneridge Mall Road, Suite 155
Pleasanton, CA 94588

To the County:
County Administrative Officer
P.O. Box 189
Mariposa, CA 95338

Rental warrants shall be made payable to: Yah 1901 LLC

and mailed to: Yah 1901 LLC
5776 Stoneridge Mall Road, Suite 155
Pleasanton, CA 94588

Nothing herein contained shall preclude the giving of any such written notice by personal service. The address to which notices and correspondence shall be mailed to either party may be changed by giving written notice to the other party.

6. Parking spaces, upon commencement of the occupancy agreement, shall be unobstructed and completely accessible for County's use.

7. The Owner, at the Owner's sole cost and expense, shall furnish normal and standard hotel operation functions including but not limited to the following services, utilities, and supplies to the area occupied by the County, and also to the "common" building areas (if any) such as lobbies, elevators, stairways, corridors, etc., if any:
A. Sewer, trash disposal, and water service, including both hot and cold water to the lavatories.

B. Elevator (if any) service.

C. Electricity and/or gas as necessary to provide power for heating, ventilating, and air conditioning, and electrical or gas service as needed for County’s operations.

D. Cable TV, WiFi, and local phone service in each room.

E. Pool, pool area, and pool equipment, if any.

F. Linen/terry supplies and utilization of laundry equipment.

Should there be a request to the Owner for maintenance, the County shall inform the Owner if the maintenance request is for a room/guest that has tested positive for COVID-19. The Owner shall inform its employees of any positive tests and provide its employees with appropriate personal protective equipment (PPE).

In the event of failure by the Owner to furnish any of the above services or utilities in a satisfactory manner, the County may furnish the same at its own cost; and, in addition to any other remedy the County may have, may deduct the amount thereof, including County's administrative costs, from the rent that may then be, or thereafter become due hereunder.

8. During the term of this occupancy agreement, the Owner shall maintain the occupied premises in good repair and tenantable condition. Owner is free to perform renovations at Yosemite Inn property and will notify the County of intention to perform such renovations.

9. The County shall have the ability to assign this occupancy agreement.

10. The Owner agrees that the County, while keeping and performing the covenants herein contained, shall at all times during the existence of this occupancy agreement, peaceably and quietly have, hold, and enjoy the occupied premises without suit, trouble, or hindrance from the Owner or any person claiming under Owner.

The County shall enforce a code of conduct/guest expectations, a copy of which is attached hereto as Exhibit A and made a part hereof.

The County shall have staff present during regular daytime hours (8:00 a.m. to 5:00 p.m.) and more if needed.

11. If the occupied premises are totally destroyed by fire or other casualty, this occupancy agreement shall terminate. If such casualty shall render ten percent (10%) or less of the floor space of the occupied premises unusable for the purpose intended, Owner shall effect restoration of the premises as quickly as is reasonably possible, but in any event within thirty (30) days.

In the event such casualty shall render more than ten percent (10%) of such floor space unusable but not constitute total destruction, Owner shall forthwith give notice to County of the specific number of days required to repair the same. If Owner under such circumstances shall not give such notice within fifteen (15) calendar days after such destruction, or if such notice shall specify that such repairs will require more than ninety (90) days to complete from date such notice is given, County, in either such event, at its option may terminate this occupancy agreement or, upon notice to Owner, may maintain occupancy and elect to undertake the repairs itself, deducting the cost thereof from the rental due or to become due under this occupancy agreement and any other occupancy agreement between Owner and County.

In the event of any such destruction other than total, where the County has not terminated the occupancy agreement as herein provided, or pursuant to the terms hereof has not elected to make the repairs itself, Owner shall diligently prosecute the repair of said premises and, in any event, if said repairs are not completed within the period of thirty (30) days for destruction
aggregating ten percent (10%) or less of the floor space, or within the period specified in Owner's notice in connection with partial destruction aggregating more than ten percent (10%), the County shall have the option to terminate this occupancy agreement or complete the repairs itself, deducting the cost thereof from the rental due or to become due under this occupancy agreement and any other occupancy agreement between Owner and County.

It is understood and agreed that the County or its agent has the right to enter its destroyed or partially destroyed occupied facilities no matter what the condition. At the County's request, the Owner shall immediately identify an appropriate route through the building to access the County occupied space. If the Owner cannot identify an appropriate access route, it is agreed that the County may use any and all means of access at its discretion in order to enter its occupied space.

12. To the extent authorized by any fire and extended coverage insurance policy issued to Owner on the herein occupied premises, Owner hereby waives the subrogation rights of the insurer, and releases the County from liability for any loss or damage covered by said insurance.

13. For those projects defined as "public works" pursuant to Labor Code §1720.2, the following shall apply:

A. Owner/contractor shall comply with prevailing wage requirements and be subject to restrictions and penalties in accordance with §1770 et seq. of the Labor Code which requires prevailing wages be paid to appropriate work classifications in all bid specifications and subcontracts.

B. The Owner/contractor shall furnish all subcontractors/employees a copy of the Department of Industrial Relations prevailing wage rates which Owner will post at the job site. All prevailing wage rates shall be obtained by the Owner/contractor from:

   Department of Industrial Relations  
   Division of Labor Statistics and Research  
   455 Golden Gate Avenue, 8th Floor  
   San Francisco, California 94102  
   Phone: (415) 703-4774  
   Fax: (415)703-4771

For further information on prevailing wage: http://www.dir.ca.gov/dilsr/statistics_research.html

C. Owner/contractor shall comply with the payroll record keeping and availability requirement of §1776 of the Labor Code.

D. Owner/contractor shall make travel and subsistence payments to workers needed for performance of work in accordance with the Labor Code.

E. Prior to commencement of work, Owner/contractor shall contact the Division of Apprenticeship Standards and comply with §1777.5, §1777.6, and §1777.7 of the Labor Code and Applicable Regulations.

14. During the performance of this occupancy agreement, the Owner shall not deny benefits to any person on the basis of religion, color, ethnic group identification, sex, age, physical or mental disability, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, marital status, age, or sex. Owner shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.
Owner shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.), the regulations promulgated thereunder (California Code of Regulations, Title 2, Section 11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Government Code, Sections 11135-11139.8), and the regulations or standards adopted by the awarding County agency to implement such article.

15. In the event the County remains in possession of the premises after the expiration of the occupancy agreement term, or any extension or renewal thereof, this occupancy agreement shall be automatically extended on a month to month basis, subject to a thirty day (30) days termination by the County and otherwise on the terms and conditions herein specified, so far as applicable. If the County fails to vacate the premises within the notice period and remains for an extended period, additional rent shall be paid and prorated on a thirty (30) day month, based on the actual number of days the County occupies the premises following the effective date of termination.

16. Upon termination or expiration of this occupancy agreement, the County will peacefully surrender to the Owner the occupied premises in as good order and condition as when received, except for reasonable use and wear thereof and damage by earthquake, fire, public calamity, the elements, acts of God, or circumstances over which County has no control or for which Owner is responsible pursuant to this occupancy agreement.

17. Time is of the essence of this occupancy agreement, and the terms and provisions of this occupancy agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns to the respective parties hereunto. All of the parties hereto shall be jointly and severely liable hereunder.

18. It is mutually understood and agreed that no alterations or variations of the terms of this occupancy agreement shall be valid unless made in writing and signed by the parties hereto, and that no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

19. The Owner understands and agrees to the following:

The County has elected to be insured for its liability exposures through the CSAC Excess Insurance Authority. The County and its employees acting in the course and scope of their employment are insured for tort liability arising out of official County business. All claims against the County of Mariposa based on tort liability should be presented as a government claim to the County of Mariposa, P.O. Box 784, Mariposa, CA 95338. (Gov. Code section 900, et. seq.)

The County has also elected to be insured for its motor vehicle liability exposures through the CSAC Excess Insurance Authority. This program provides liability coverage arising out of the operations of motor vehicles used by County employees for official County business (California Vehicle Code Sections 17000 and 17001). Motor vehicle liability claims against the County of Mariposa should be presented to the County of Mariposa, P.O. Box 784, Mariposa CA 95338. If your motor vehicle liability claim is not resolved within six months from the date of loss, California law requires you to file a formal claim with the County of Mariposa, P.O. Box 189, Mariposa, CA 95338. (Gov. Code section 900, et. seq.)

The Owner, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the County 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 County's insurance (at least as broad as ISO Form CG 20 10).

20. The County agrees that it will comply with all applicable laws existing during the term of this occupancy agreement pertaining to the use, storage, transportation, and disposal of any hazardous substance as that term is defined in such applicable law. In the event a government order is issued naming the County or the County incurs any liability during or after the term of the occupancy agreement in connection with contamination which pre-existed the County’s obligations and occupancy under this occupancy agreement or which were not caused by the County, the Owner shall hold harmless, indemnify, and defend the County in connection therewith and shall be solely responsible as between the County and the Owner for all efforts and expenses thereto.

21. Upon termination of this occupancy agreement, the Owner agrees that any equipment installed by the County shall be and remain the property of the County, and the County shall remove such property when vacating the premises. The County shall restore all surfaces, including floors and walls, to the condition existing prior to its installation, including repair of damaged floor tile and patching and repainting damaged wall surfaces to match adjacent existing surfaces, unless the Owner does not wish for these restorations to occur. The County shall clean the premises per the current health and safety protocols established by public health officials, immediately prior to vacating the premises.

22. The Owner shall allow the County or its agents to enter the premises as of 7:00 AM. on July 7, 2020, to stage and prepare the property for occupants, or other parties, or for any other purpose the County deems necessary.

23. The County agrees to indemnify and hold harmless the Owner to the extent authorized by Government Code Section 14662.5 and agrees to repair or pay for any damage proximately caused by reason of the County’s use of said premises during the term of this agreement, except to the extent that any such damages suffered by the Owner are the result of the Owner’s negligent or wrongful acts or the acts of any persons acting under or on behalf of the Owner and/or where the County is found to have no liability by reason of any immunity arising by statute or common law in connection with the fulfillment of the County’s constitutional and statutory public responsibilities.

The Owner agrees to indemnify and hold harmless the County in the event of any claim, demand, cause of action, judgments, obligations, or liabilities, and all reasonable expenses which the County may suffer as direct and proximate result of the negligence or other wrongful act or violation of law by the Owner, its employees, or any person or persons acting under the direct control and authority of the Owner or its employees, in connection with the County’s occupancy of said premises under and during the term of this agreement, except to the extent that any such damages or expenses suffered by the County are the result of County’s sole negligence.

24. The Owner is solely responsible for all tax liabilities, including property taxes.

25. The Owner shall not rent or allow occupancy of any vacant rooms or facilities in the hotel during the term of the County’s occupancy of the premises.

26. The Owner and the County understand that they shall not receive rent, fees, or any other form of payments or consideration, or gifts from occupants of hotel rooms in exchange for access to or use of the premises. The Owner and the County also understand that they have not entered into any agreements with the occupants of the hotel rooms related to the use of the premises. The occupants of the hotel rooms are not persons who hire any dwelling unit from the Owner or the County within the meaning of California Civil Code section 1940.
FEDERAL PROVISIONS

Remedies

27. Unless otherwise expressly provided herein, the rights and remedies hereunder are in addition to, and not in limitation of, other rights and remedies under the occupancy agreement, at law or in equity, and exercise of one right or remedy will not be deemed a waiver of any other right or remedy.

Clean Air Act

28. The Owner agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. Section 7401 et seq.

29. The Owner agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the California Governor's Office of Emergency Services, Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

30. The Owner agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

31. The Owner agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. Sections 1251 et seq.

32. The Owner agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

33. The Owner agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Debarment and Suspension Clause

34. This occupancy agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Owner is required to verify that none of the Owner, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

35. The Owner must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

36. This certification is a material representation of fact relied upon by the County. If it is later determined that the Owner did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

37. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.
38. Owners who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the County.

APPENDIX A, 44 C.F.R. PART 18- CERTIFICATION REGARDING LOBBYING

The undersigned [Owner] certifies, to the best of his or her knowledge, that:

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of 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.

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal 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.

C. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, 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 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). 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.

The Owner certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Owner understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

OWNER

By __________________________

Date 9/1/20
39. In the performance of this occupancy agreement, the Owner shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

   i. Competitively within a timeframe providing for compliance with the contract performance schedule;

   ii. Meeting contract performance requirements; or

   iii. At a reasonable price.

40. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines website, https://www.epa.gov/smm/comprehensive PROCUREMENT-GUIDELINE-CPG-PROGRAM

41. The Owner also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

42. The following access to records requirements apply to this occupancy agreement:

   i. The Owner agrees to provide the County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Owner which are directly pertinent to this occupancy agreement for the purposes of making audits, examinations, excerpts, and transcriptions.

   ii. The Owner agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

   iii. The Owner agrees to provide the FEMA Administrator or his or her authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

   iv. In compliance with the Disaster Recovery Act of 2018, the County and the Owner acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

43. The Owner shall not use the OHS seal(s), logos, crests, or reproductions of flags or likenesses of OHS agency officials without specific FEMA pre-approval.

44. This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of this occupancy agreement. The Owner will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

45. The Federal Government is not a party to this occupancy agreement and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from this occupancy agreement.
IN WITNESS WHEREOF, this occupancy agreement has been executed by the parties hereto as of the dates written below.

COUNTY OF MARIPOSA

By ________________________________
KEVIN CANN, Chair
Mariposa County Board of Supervisors

Date ________________________________

OWNER

By ________________________________
GAUTAM PATEL
Yah 1901 LLC

Date ________________________________

APPROVED AS TO FORM:

By ________________________________
STEVEN W. DAHLEM
County Counsel

Date ________________________________
Mariposa Project RoomKey

Client Expectations and Responsibilities

Client rights and responsibilities:

- The right to feel safe and the responsibility to respect the rights of others to feel safe.
- The right to be treated with respect regardless or your race, status, gender, sexual orientation, age, religion or beliefs.
- The right to confidentiality. The responsibility to respect the confidentiality of others.
- The right to receive supportive services when applying for income assistance, employment, health services, and other support services.
- The responsibility to follow guidelines and directions of the staff and volunteers of Project RoomKey.
- The responsibility for your own personal belongings.
- Pets will not be allowed on the property anywhere including in the rooms. Plans will be made for your pet to be fostered during your time in the hotel and returned to you upon discharge.
- Smoking, e-cigarette, or vaping is not permitted in any room or in your vehicle. You may smoke in the designated marked smoking area only.
- Illegal substances are not allowed in the rooms or anywhere on the property. Staff has the right to search if they suspect illegal substances, weapons, pets or guests are onsite.
- Vehicles are allowed if you have one but keep in mind the following:
  - Vehicles are to be locked with valuables hidden from plain view or stored in each client's room.
  - Since no pets are allowed on the hotel property, no animals are allowed in vehicles.
  - Vehicles are to remain unoccupied when parked.
  - No vehicle maintenance shall be permitted on the property.
  - County staff or the hotel cannot be held liable for loss or damage to vehicles or property. We strongly suggest you store all valuables in your room.
  - You must maintain a safe speed while entering and exiting the parking lot. Reckless driving will not be tolerated.
- Weapons will not be allowed in any building, common area, parking lot, or rooms.
- Violent or inappropriate behavior towards others will not be allowed or tolerated.
- You agree to complete the COVID-19 Screening Form twice daily.
- Clients are to observe quiet time in their rooms between the hours of 10:00 p.m. and 7:00 a.m. daily.
- If you are a client who needs to be isolated or quarantined, this means that you are not allowed to leave your room and must remain in the room at all times. Your assigned HHSA staff will let you know when you're no longer needing to be isolated or quarantined.

**Client Room:**
- You are the only person allowed in your room and are not allowed to have any guests on the property or in your room.
- Each room has the supplies necessary for your personal hygiene needs. If you require other items, please notify a team member.
- There are phones in each room that may be used for local calls only.
- You have access to TV and Wi-Fi in your room.
- Please keep your TV volume at an acceptable level.
- All bedding and linens will be washed every week while you are a client in the program or when you exit the program. It is your responsibility to place soiled linens outside of your room in garbage bags provided for you.
- Personal laundry may be washed on site, please sign up for your time slot with HHSA staff.

**Discharge:**
- When your stay in Project RoomKey is no longer indicated, as per the Health Officer's orders, you will be discharged from the program.
- Project RoomKey case managers will assist all clients with a discharge plan.

By signing below, you are agreeing that the expectations have been explained to you and that you understand what we are asking of you and that you will follow them as outlined. Failure to meet these expectations may result in your discharge from the Project.

**Date**

**Client Name**

**Client Signature**

**Staff Name**

**Staff Signature**
RESOLUTION - ACTION REQUESTED

MEETING: September 15, 2020

TO: The Board of Supervisors

FROM: Carl Crown, Interim Human Resources Director

RE: Approve a Voluntary Time Off Program

RECOMMENDATION AND JUSTIFICATION:
Approve a Voluntary Time Off Program for eligible employees.

The County is still confronted with serious fiscal constraints resulting from the COVID-19 pandemic. As we continue to find ways to reduce expenditures during these challenging times, staff recommends offering employees the opportunity to adjust their schedules and reduce their working hours thus reducing labor costs through a Voluntary Time Off (VTO) Program.

The VTO Program allows eligible employees to take time off in various increments from one hour to eight hours per week with the approval of their departments. This allows greater flexibility for employees to accommodate individual needs and circumstances while at the same time aid in reducing expenditures. VTO Program applications would be accepted year-round and participation would be effective for a three-month period with the option to reapply at the end of the three months in order to continue in the program.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board of Supervisors has not previously approved a similar plan in the past.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve the VTO Program and employees would not be able to voluntarily reduce their working hours resulting in reduced labor costs to the County.

FINANCIAL IMPACT:
It is anticipated there will be a potential budget savings; however, the actual savings will not be realized until eligible employees apply for and participate in the program.

ATTACHMENTS:
Voluntary Time Off Program-Draft (PDF)
VOLUNTARY TIME OFF PROGRAM

The Voluntary Time Off ("VTO") Program is available to Mariposa County employees looking to reduce their working hours. Interested employees are encouraged to discuss the VTO Program with their manager to determine if VTO is a good option and meets the Department's operational needs. Department heads may discuss participation in a voluntary pay reduction program with the County Administrative Officer. Other exempt employees may contact Human Resources regarding participation in a voluntary pay reduction program.

Eligibility Requirements:
- You must be a full-time non-exempt employee.
- Your Supervisor and Department Head must approve your request to participate in the VTO Program.
- If your request is denied, the reason for denial is to be noted on the application.

How do I sign up for the VTO Program?
Signing up for the VTO Program requires completing the application on the last two pages and providing it to your department head. While you may indicate your preferences on the application, the County will ultimately determine whether the requested reduced schedule is consistent with the needs of the County and may request that the employee modify the schedule as a condition of approval.

When can I sign up for the VTO Program?
VTO applications are accepted year-round and must be made at least two weeks in advance of the requested reduced schedule.

How does the VTO Program work?
Under the VTO Program, you can choose to reduce your schedule in hourly weekly increments, up to 8 hours per week. In other words, your schedule is reduced by the VTO reduction of hours you elect. For example, if you choose to reduce your working hours by 4 hours (10% for a 40-hour employee), your weekly gross pay will be reduced by 10% for every week that the reduced schedule is in effect.

Generally, the reduced hours will be based on a set, specified weekly reduced schedule. For example, an employee electing to take four hours off each week may elect to work eight hours per day Monday through Thursday and four hours on Friday. At the County’s discretion, non-exempt employees may be allowed to take leave on alternating workweeks (e.g. one day every other week). Employees may provide their preferred schedule in the application below.

Hours will be accounted for at the end of the 2 week work period or the 28 day work period whichever is applicable.
How is overtime calculated if I participate in the program?
Overtime will continue to be calculated according to a 40 hour work week or 160 hour work period (depending on the bargaining unit) and will be subject to any other MOU provisions regarding overtime.

When does my participation start?
The VTO Program starts at the beginning of the pay period immediately following approval, or any other date specified by the County.

Can I cancel or change my participation in the VTO Program during the year?
No, you cannot withdraw from the VTO program unless you transfer to another department, are promoted, or the County terminates your participation based on operational needs.

How long must the reduced schedule be in effect?
Unless promoted, transferred to another department, or participation is terminated by the County, the reduced schedule must be in effect for a three-month period, and employees may not cancel their participation. At the time an employee is promoted, transferred to another department, or at the end of the three-month period, the employee must reapply or the schedule will automatically be cancelled.

Does my participation in the VTO Program impact my benefits?
Participating in the VTO Program has no effect on your health, dental, vision or life insurance coverage, step increase, probationary period, or seniority. In addition, there is no effect on the accrual of vacation, sick leave, and holiday leave. Employees will not be eligible to use any accrued leave beyond the hours threshold for the reduced schedule (e.g. a 40-hour employee on a 36-hour reduced schedule may not work 36 hours and take 4 hours of leave to get to 40 hours). Any specialty pays that are based on a percentage of compensation or hours worked will be reduced based on the same percentage as the VTO Program reduction. The VTO Program may impact your retirement benefit, depending on the amount by which your schedule is reduced. The Auditor’s office may be contacted for further information regarding your potential impact.
VOLUNTARY TIME OFF (VTO) PROGRAM APPLICATION

Employee Name (print) ___________________________  Department ________________________________

PART I – Plan Selection

Choose the requested number of hours by which your schedule will be reduced:

____1  ____1.5  ____2  ____2.5  ____3  ____3.5  ____4  ____4.5
____5  __5.5  ____6  ____6.5  ____7  ____7.5  ____8

PART II – Schedule Selection (choose one)

_______  Shorter workday  _______  Shorter workweek  _______  Block of time off

My preferred work hours schedule is:

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<th>CURRENT WORK SCHEDULE – WEEK 1</th>
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<td>SUNDAY</td>
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<th>CURRENT WORK SCHEDULE – WEEK 2</th>
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<tr>
<th>PROPOSED WORK SCHEDULE – WEEK 1</th>
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<th>PROPOSED WORK SCHEDULE – WEEK 2</th>
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<td>SUNDAY</td>
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PART III – Employee Acknowledgement (initial each statement and sign below)

_____ I understand that reduction in hours will be reflected in my compensation.

_____ I understand that the reduced schedule will begin on the first day of the start of a new pay period following approval by the County and that it may not be revoked or modified without the permission of the County for three months after the start of the reduced schedule.

_____ I further understand that the County may terminate my reduced schedule due to a transfer, promotion, or the operational needs of the County.

_____ I understand that my participation in the VTO Program may impact my retirement benefit.

Employee Signature: ____________________________ Date: ____________________________

_____ Approved  _____ Rejected  Comments: __________________________________________

Supervisor Signature: ____________________________ Department Head Signature: ____________

Applications not approved by the department head, or are approved for a lesser amount of time than requested, upon request of the employee, may be reviewed by the HR Director or his/her designee for final approval.
RESOLUTION - ACTION REQUESTED
MEETING: September 15, 2020
TO: The Board of Supervisors
FROM: Carl Crown, Interim Human Resources Director
RE: Approve Temporary Amendment to the County's Teleworking Policy

RECOMMENDATION AND JUSTIFICATION:
Approve a temporary amendment to the County’s Teleworking Policy to allow for dependent childcare.

The County’s current Teleworking Policy and Telework Agreement, adopted in 2019, excluded the telework option for dependent care. With schools and daycare facility closures due to COVID-19, many County employees are left with little or no access to childcare during the day. As a result, many must use their accrued leave and are lost to the work site. This results in diminished service to the public and an added burden on remaining staff. Amending the Teleworking Policy to allow for employees with childcare issues to telework will help alleviate these issues.

Staff requests that the Board approve a temporary amendment to the terms of the Telework Agreement in the Telework Policy to allow for employees with childcare issues to telework as an option for dependent childcare. This amendment would continue in effect until schools and daycare facilities reopen. All other terms and conditions of the Teleworking Policy and Telework Agreement will remain in effect.

With the advent of the COVID-19 pandemic, many departments have taken advantage of the teleworking option and have put in place various systems to distribute and monitor work. In addition, equipment and technical capabilities have been upgraded to ensure safe and secure use and transmission of data. Overall, departments and employees have been pleased with telework.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
On August 8, 2017 the Board of Supervisors approved the Mariposa County Telecommuting Policy and Process. On February 26, 2019, the Board approved amendments to the Telecommuting Policy.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve and continue losing valuable availability and productivity of staff, and thus reduced service to the public and increased stress on remaining staff.
ATTACHMENTS:
Teleworking Policy-Temporary Amendment 8-2020 (PDF)
MARIPOSA COUNTY
TELEWORKING POLICY

The County may offer teleworking as an alternative work arrangement (either full time or part teleworking/part traditional office) for employees whose essential job functions are compatible with this approach.

The teleworking option is designed as a work alternative that the County may offer to some employees when it would benefit both the employee and the organization. Teleworking does not change the basic terms and conditions of employment with the County, and employees are subject to the same policies that apply when working at a County facility. Teleworking is not a benefit or entitlement, but a voluntary alternative work arrangement intended to enhance productivity, creativity, employee satisfaction, and/or reduce operations costs. Teleworking arrangements must be approved by the Department Head and/or Supervisor, and include a signed Telework Agreement.

Employee Eligibility Considerations

Does the nature of the work lend itself to teleworking?

- Jobs that entail periods of working alone or with equipment that can be kept at the alternate work site;
- Clearly defined tasks, objectives, and priorities;
- Periods of little face-to-face communication; and,
- Measurable work activities.
## Telework Agreement
**Between Mariposa County and Employee Approved for Teleworking**

The employee completes Nos. 1-13 and submits to their immediate supervisor and/or department head. The supervisor and/or department head completes Nos. 14-16 and electronically transmits the form to Human Resources. If the Telework Agreement is denied, the reason is provided in No. 12 and transmitted to Human Resources and the employee.

### Table

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<tbody>
<tr>
<td>1. Employee Name:</td>
<td>2. Job Title:</td>
<td>3. Date of Request</td>
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<td>4. Business Telephone:</td>
<td>5. Department:</td>
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<tr>
<td>6. Official Worksite/Location:</td>
<td>7. Alternative Worksite Telephone:</td>
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<td>8. Alternative Worksite Address:</td>
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### Telework Arrangement
**Implementation Dates:**

*This Telework Agreement may not exceed one year and may be approved for lesser periods.*

| Start date: | End date: | Comments: |

### Telework Arrangement: (Check all that apply)

- [ ] Regular/Recurring*
- [ ] Situational (occasional, temporary medical situation)**
- [ ] Remote***
- [ ] Employee is on flex schedule and has a regular day off on the first or second week of the pay period. Indicate day of the week:
- [ ] Telework Agreement Cancelled *(cite reason in comments section, #12)*

#### *Regular and Recurring Telework*

Telework is performed on a regular and recurring basis by week or pay period, as indicated above.

#### **Situational Telework**

Employees telework on a case-by-case basis where the hours worked are not part of a previously approved, ongoing, and regular telework schedule.

#### ***Remote Telework***

1. A telework arrangement in which the employee resides and works at a location beyond the local commuting area of the employing organization's worksite.
2. A full-time telework arrangement.
11. **Indicate Telework Days for Regular and Recurring**: Approving Supervisor and employee agree the telework schedule will be: Day(s) each *(Please select one)*

- Workweek
- Pay Period
- Month

Please select which days will be teleworked:

- Monday
- Tuesday
- Wednesday
- Thursday
- Friday

**Hours of Duty:** (for example, 8:00 a.m.-5:00 p.m.) ______ to ______

*Supervisors may call employee back to the traditional worksite at any time.*

**Employee Initials:**______

*Please list any additionally agreed expectations (i.e., log in/check in process, response times, etc.) in the comments section of this form.*

12. **Comments:**

13. **Employee signature**

14. **Employee may be approved for both situational and regular/recurring telework.**

*Approving Supervisor authorizes employee participation for:* □ (1) situational/ad hoc telework, □ (2) regular and recurring telework, and □ (3) telework combined with a flex schedule. For supervisory employees, the immediate supervisor approves the Telework Agreement. Once employees have been approved for situational telework, their supervisor can approve telework on a case-by-case basis.

15. **Department Head Signature:** *(Name & Title)*

**Date:**

16. **Supervisor Signature:** *(Name & Title)*

**Date:**

*Telework Agreements may be terminated for various reasons, including but not limited to, diminished productivity, failure to follow the Telework Policy and required procedures, unmanageable burden on other staff members, no adequate resolution to staff coverage, customers’ satisfaction with service provided is adversely affected, or the arrangement no longer meets the County’s needs.*
The terms of this Agreement must be read in conjunction with other County policies and any additional guidance provided by the Human Resources Department. Signatories certify they will abide by this Agreement and all supplemental terms established by the County.

1. Work schedules and hours of duty may be modified as necessary, but are subject to County policy and/or collective bargaining agreement requirements. A copy of the employee's daily schedule should be kept on file with the signed Telework Agreement.

2. The official worksite is the location of employee's position of record where he or she normally works, not his/her telework location.

3. Prior to signing this Telework Agreement, the supervisor and employee will discuss:
   a. Office procedures (e.g., procedures for reporting to duty, procedures for measuring and reviewing work, time and attendance procedures, procedures for maintaining office communications);
   b. Work assignments; and
   c. Performance expectations.

4. Employee agrees to complete all assigned work according to procedures mutually agreed upon by the employee and the supervisor and according to guidelines and standards in the employee's performance plan. The employee agrees to remain accessible via phone and email throughout the telework day excluding breaks and lunch and will provide regular reports if required by the supervisor to help assess performance. Employee understands that all work he/she produces while teleworking is strictly County property.

5. Employee will not work in excess of the regular schedule unless he/she obtains advance approval for paid overtime or compensatory time off from the supervisor and requests it in advance.

6. Employee understands that the County supplies no hardware, i.e., computers, printers, phones or fax equipment, and no software including specialized programs for their personal computers used while teleworking. The employee agrees to install, service, and maintain any personal equipment used, including up-to-date antivirus/malware protection. The employee is also responsible for providing their own network connectivity with a minimum speed of 10 Mbps upload and 30 Mbps download. On a case-by-case basis,
employees may be allowed to take home County equipment such as a laptop computer if approved in advance by their immediate supervisor and department head.

7. The County will not be responsible for any operating costs that are associated with the use of the employee’s residence as an alternative worksite; for example, home maintenance, insurance, utilities, internet access or any costs associated with it. The employee understands he or she does not relinquish any entitlement to reimbursement for authorized expenses incurred while conducting business for the County.

8. The County may reimburse an employee on a case-by-case basis for business related long-distance telephone expenses incurred at the employee’s home on teleworking days if approved in advance by the employee’s immediate supervisor and department head. Teleworking expenses beyond the minimum spending limit set up by the department head will also require advanced approval by the department head. Long distance charges for remote access to the County’s network are permissible if approved in advance by the employee’s immediate supervisor and department head. Teleworking expenses beyond the minimum standard set up by the department head will also require advanced approval. Reimbursement will require an itemized copy of the employee’s telephone bill. The County will not reimburse the employee for local telephone calls, service, or regular cell phone expenses.

9. The employee will apply approved safeguards to protect all County records from unauthorized disclosure or damage. Employees understand that other employees who may need access to County documents are not to be impacted on their telework days.

10. The employee shall designate a workspace at the alternate work location, which will be maintained in a safe condition, free from hazards and other dangers to the employee and equipment. Workers’ Compensation liability will be limited to this workspace as opposed to applying to all areas of the home or other alternate work location. Any work-related injury should be immediately reported to the teleworker’s supervisor.

11. The employee understands that the County will not be liable for damages to an employee’s personal or real property while the employee is working at the approved alternative workplace.

12. The employee acknowledges that telework will be allowed on a temporary basis for dependent childcare issues related to the COVID-19 Pandemic, and will remain in effect until the time that
schools and daycare facilities reopen, is not a substitute for dependent care.

13. The employee acknowledges that telework is a discretionary alternative workplace arrangement.

14. Management will terminate the Telework Agreement should the employee's performance not meet the prescribed standard or the telework arrangement fails to meet organizational needs.

15. The employee continues to be covered by the County’s standards of conduct while working at the alternative worksite.

16. The employee must be easily accessible to his/her supervisor and must frequently check voice-mail or email while at the alternative worksite.

17. Time spent in regular duty status at an alternative worksite must be accounted for and reported in the same manner as if the employee reported for regular duty at the official worksite.

18. An employee who uses a portion of his or her home for work does not usually qualify for any Federal tax deductions. However, employees should consult their tax advisors or the Internal Revenue Service for information on tax laws and interpretations that address their specific circumstances.
RESOLUTION - ACTION REQUESTED

MEETING: September 15, 2020

TO: The Board of Supervisors

FROM: Carl Crown, Interim Human Resources Director

RE: Allocation Change in Planning Department

RECOMMENDATION AND JUSTIFICATION:
Eliminate one Senior Office Assistant allocation and add one Office Technician allocation in the Planning Department, effective immediately.

The Senior Office Assistant position has been vacant since October 2019. If the change in allocation is approved, recruitment and hiring would not take place until a more appropriate time when financial circumstances allow.

There is a need in the Planning Department for a higher level administrative/clerical position to meet the ongoing demands of not only the Planning Department, but also the Planning Commission and multiple active citizens’ planning advisory committees. Additionally, Planning needs to expand position requirements and tasks to include financial work, including administrative work involving the budget and accounts payable. Planning managed fourteen professional services contracts during this past year, nine of which are currently active. Planning applied for, received, and now currently manages (or recently completed) fifteen grant projects.

There are significant (and expanded) financial responsibilities that currently fall on one employee. Planning does not have anyone else in the office who can keep the office functioning financially (pay bills, monitor the budget, monitor grant payments, prepare and amend contracts, monitor contracts, prepare budget forms and digital signatures, etc.) Planning is in need of an additional staff person at the appropriate level to keep the office functioning financially.

There is an established process to determine salary and proper classification. That process requires that the department works with Human Resources and completes a very detailed Position Description Questionnaire (PDQ).

Staff recommends approving this request, which is based on specific information contained in the PDQ and received during the review process.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board has approved allocation changes in the past.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve, and the Planning Department would retain its Senior Office Assistant allocation. This would hinder the department's ability to select and hire at the experience level needed to perform the required work.

**FINANCIAL IMPACT:**
There are no additional costs for this in the current fiscal year. FY 20-21 Recommended Budget does not currently contain a budgeted amount for either the Senior Office Assistant position or the Office Technician position in the Planning budget unit.
MEETING: September 15, 2020

TO: The Board of Supervisors

FROM: Sarah Williams, Planning Director

RE: Detwiler Displaced Residents Task Force 4-Month Report to Board of Supervisors

RECOMMENDATION AND JUSTIFICATION:

Detwiler Displaced Task Force 4-Month Report.

No action is required. This report is scheduled as requested by the Board of Supervisors at their meeting on May 5, 2020.

See attached report for additional detailed information.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

July 16, 2017: Detwiler Fire started.

July 18, 2017: County declared Local Disaster for the Detwiler Fire.

July 25, 2017: Board adopted Resolution ratifying the proclamation of the existence of a local emergency due to the Detwiler Fire and adopted a resolution ratifying the local health emergency declaration by the County Health Officer.

August 8, 2017: Board adopted Ordinance 1126, a 45-day interim urgency ordinance establishing a new Mariposa County Code Chapter 18.05 for Post Disaster Recovery. Code provisions established allowances for disaster victims to legally occupy temporary replacement housing (recreational vehicles) for two years following the disaster declaration.

September 12, 2017: Board adopted Ordinance 1128 extending for 10 months and 15 days, Ordinance 1126 (the interim urgency ordinance).

July 10, 2018: Board adopted Ordinance 1133 permanently adding Chapter 18.05 for Post Disaster Recovery to County Code.

July 16, 2019: Board adopted Resolution No. 19-414, granting a one (1) year extension for the Displaced Residents to occupy their RVs.
Agenda Item - No Resolution Requested

**May 5, 2020:** Board initiated ordinance amendment, to provide one (1) additional year of recovery time. The Board requested that a task force be created to work with Detwiler Fire Displaced Residents and that a report be made in approximately four (4) months.

**June 9, 2020:** Board adopted Ordinance No. 1153, to provide one (1) additional year of recovery time (for a maximum of four [4] years following the disaster). Amendments also clarified Definitions.

**July 14, 2020:** Board adopted Resolution No. 20-412, granting a six (6) month extension for the Displaced Residents to occupy their RVs.

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

Not applicable (no action requested)

**ATTACHMENTS:**

- 200901 Detwiler Displaced Residents Task Force Board Report _FINAL (PDF)
- 200717 Acknowledgment of Understanding Final (PDF)
HISTORY

The Detwiler Fire of 2017 impacted 78 residential structures and 76 outbuildings. Of the 78 residential structures impacted 65 were destroyed. The destruction resulted in the displacement of a significant number of Mariposa residents. The actual number of individuals and families displaced by the fire is unknown. A windshield survey conducted by Code Compliance in January of 2020, counted over 50 locations, off main roads in the burn scar where recreational vehicles are being occupied on a full-time basis.

A local state of emergency was declared on July 18, 2017, and supporting resolution was passed by the Board of Supervisors on July 25, 2017. A State Emergency Proclamation was requested and approved by California Governor Brown on July 18, 2017.

Mariposa County Code (MCC) Chapter 18.05 was created to address post-disaster recovery efforts. Section MCC 18.05.040 Temporary replacement housing on-site, addressed the requirements and conditions applied to temporary replacement housing for displaced residents. The duration for this housing allowance was two years from the date the Board of Supervisors’ action declaring the local emergency or July 18, 2019, unless a one-year extension was granted by the Board of Supervisors pursuant to MCC Section 18.05.020. The provision allowed residents to live in a recreational vehicle on their property while recovery efforts took place if they met the criteria set forth in MCC section 18.05.040.

Conditions for occupancy of a temporary trailer included a permit be obtained from the Mariposa Building Department. A total of 12 temporary replacement housing applications were received by the Building Department, seven (7) permits were issued, five (5) permits are still open, three (3) were ready to issue however the resident/property owner never completed the process and the permits were not issued.

Several non-profit and community organizations supplied recreational vehicles at no cost to the displaced residents. These recreational vehicles were intended as a temporary housing solution, a steppingstone to permanent recovery. During this same time period it was discovered that many of displaced residents did not have fire insurance. This fact complicated long term recovery efforts for these victims. In addition, many of those who had taken out temporary permits were elderly and on fixed incomes. While they owned their property, they did not have the immediately available financial resources to rebuild.
On March 9, 2018, a factual courtesy notice was sent out to each of the nine permit holders, outlining the conditions of the permit and reminding them that use of a recreational vehicle as housing was not a permanent option. Most all recipients reached out to Corrina Miranda, Code Compliance Technician to discuss the letter. They were advised why living in an RV was not a legal permanent housing option and were encouraged to make plans for permanent replacement housing. Ms. Miranda provided contact information for the County’s Health and Human Services Agency, if they needed assistance.

In July of 2019, the Board of Supervisors approved a one-year extension, as allowed by the Post Disaster Recovery Ordinance, giving displaced residents who obtained a permit an additional year to occupy recreation vehicles while moving forward with recovery efforts. On September 12, 2019, a second courtesy notice was mailed to the property owners notifying them of the extension and reminding them that the permit would expire on July 18, 2020.

On May 5, 2020, initiation of an ordinance amendment to allow an additional time extension was brought before the Board of Supervisors. During the subsequent discussion the Board of Supervisors requested that a task force be created to work with the Detwiler Fire Displaced Residents. The Board of Supervisors requested that the findings of the task force be reported to them in approximately four months from the May 5, 2020 date.

In June of 2020, the Board of Supervisors approved the code amendment. In July of 2020, the Board granted an additional six-month extension.

DEWILER DISPLACED RESIDENTS TASK FORCE

The Detwiler Displaced Residents Task Force (Task Force) was created at the request of the Board of Supervisors to investigate, evaluate, analyze and provide potential solutions for residents displaced by the Detwiler Fire. The creation of the Task Force was in response to concern expressed by the community and the displaced residents. The Board of Supervisors requested factual information regarding what had been done to date by and for each resident in regards to recovery; status of future plans the displaced residents had for replacement housing; financial feasibility; programs available to assist; and the likelihood of these residents to be able to redevelop their properties with long-term legal housing.

Based on the assignment given to the Task Force by the Board of Supervisors the following goals were established:

- Define the responsibilities, expectations and assistance being offered by the Task Force to the displaced residents.
- Assist displaced residents in understanding that their success or failure is directly related to their efforts in finding solutions, either those presented by the Task Force or those they find independently.
• Conduct a preliminary evaluation of each site by conducting a physical inspection and records review to help identify potential challenges and/or costs related to the redevelopment of the property.
• Assist displaced residents in finding resources that allow rebuild/replace, to provide long term, safe, legal housing on their property.
• Create a process than can be used for other displaced residents by settings procedures and guidelines to better serve future victims of property loss as a result of the destructive circumstances.
• Should it be found that redevelopment is not a viable option, assist in finding safe, long term, legal housing for the displaced residents which may be off-site.

TASK FORCE MEMBERSHIP

The task force consisted of the following departments and individuals:

- HHSA – Joe Lynch/Baljit Hundal/Katie Landers
- Planning (including Code Compliance) – Sarah Williams/Corrina Miranda/Lynn Wells
- Housing Development Specialist – Ben Goger
- Building – Jeri Schellentrager
- Environmental Health – Dave Conway

ACKNOWLEDGEMENT OF RESPONSIBILITIES

Each of the displaced residents were given a sheet outlining the expectations, responsibilities and goals of the Task Force. These were presented in person. Each item was discussed. Questions were answered. Each form was signed by the property owner and a representative of the task force. A copy of that acknowledgement was given to the property owner and a copy for the Task Force’s records. An example of that acknowledgement is attached.

EVALUATION PROCESS - OVERVIEW

In order to provide the best guidance to the displaced residents it was determined that the process should begin with an evaluation of current site conditions. Each site would be evaluated for basic improvement such as water, power and septic. In addition to a site inspection, records research would be conducted to discover what was legally established on the site prior to the fire. All the data would be summarized and provided to the property owner to assist in redevelopment. The Task Force came up with the following details for the evaluation process.
PHYSICAL CONDITION OF THE SITE

On July 23, 2020, site inspections were conducted by a team of county staff that consisted of staff from the building, planning, health, and public works departments, the health and human services agency and housing. The sites were evaluated for issues that may restrict or have a significant impact on the redevelopment site. Conditions evaluated included existence and/or condition of improvements (wells, septic and electrical), encroachments and possible locations of replacement housing.

SITE RECORDS

Research was conducted for each of the sites. This research included the Assessor’s parcel records, building permits and the damage incident reports conducted by CALFIRE after the fire.

FINANCIAL RESOURCES OF INDIVIDUALS

United States Department of Agriculture (USDA) was contacted to work with each of the victims to assist in finding potential funding opportunities for replacement housing. The displaced residents were contacted by the representative from USDA. Staff from Health and Human Services assisted in the collection and preparation of the documents necessary for the evaluation. The USDA has a variety of programs that were determined to most closely fit the needs of the affected property owners.

HABITAT FOR HUMANITY

Habitat for Humanity of Mariposa (HFHM) is interested in helping the fire affected residents and have developed a small house plan and a very small house plan (<500 sq. ft.) that could be an affordable option for the properties in question. Before a HFHM commitment is made they wish to gather more information on the development cost of these properties.

Habitat would want to secure access to County media outreach platforms to engage volunteers.

GRANTS AND OTHER PROGRAMS

The County has applied for several different housing related grants that could be applied to the properties and individuals in question. These options need to be weighed against the evaluation results listed below. For those wishing to remain on their properties the following options may offer housing solutions:
• Home Investment Partnership Program (HOME) funds could provide deferred payment gap financing to USDA loans for the construction of a new stick build house. The County has been informed by Stat of California Housing and Community Development (HCD) that all 2019 HOME applications will be funded, and that we should anticipate an award letter.

• Local Early Action Planning grants (LEAP). The County is applying for funds to develop a small house plan set that can be constructed at a high level of affordability.

• Regional Early Action Planning grants (REAP). The County is collaborating with the five Counties in the Mother Lode to vet several models of factory-built housing units that would be appropriate to install in the region.

• Permanent Local Housing Allocation (PLHA). The County has applied for funds through PLHA to support the LEAP and REAP programs. These funds can be in the form of fee waivers, and potential financing for individuals wishing to build or install a new housing unit on their property that will be committed to the local population that earns from 60% to 120% Average Median Income (AMI).

For those open to relocating to another property the County is partnering with several non-profit developers to construct state subsidized multi-unit housing projects that will have a high rate of affordability.

The HomeSafe program is also available through HHSA for seniors that are at risk of homelessness. The HomeSafe option is temporary housing.

EVALUATION RESULTS

The following table summarizes the results of evaluations made by the Task Force. Due to the private and confidential nature of these investigations and the information provided, it is been summarized only by an assigned number. Included in this summary is a rating provided by the committee taking under consideration all the issues involved as to the likelihood of achieving long term permanent housing on the site.
<table>
<thead>
<tr>
<th>Description</th>
<th>Site 1</th>
<th>Site 2</th>
<th>Site 3</th>
<th>Site 4</th>
<th>Site 5</th>
</tr>
</thead>
<tbody>
<tr>
<td>Previous Permits</td>
<td>SFR, Well &amp; Septic</td>
<td>None (predates 1977)</td>
<td>Single Wide Mobile</td>
<td>None Found (predates 1977)</td>
<td>SFR Addition, Blue Tag, (SFR predates 1977)</td>
</tr>
<tr>
<td>Structure(s) Destroyed</td>
<td>SFR – Stick Built</td>
<td>Unknown. Records have 120 sq. ft. sleeping &amp; 1945 mobile given no value, both noted in 1977.</td>
<td>SFR – Single wide Mobile</td>
<td>2 SFR – Two story stick built &amp; Single wide mobile</td>
<td>SFR &amp; Shop</td>
</tr>
<tr>
<td>Development Fees</td>
<td>Paid on 978 sq.ft. Stick built home</td>
<td>Former Development predates fees requirement</td>
<td>Paid</td>
<td>Former Development predates fees</td>
<td>Former Development predates fee</td>
</tr>
<tr>
<td>Electrical</td>
<td>Compliant</td>
<td>Non-Compliant – No service, unpermitted solar (off-grid)</td>
<td>Compliant</td>
<td>Compliant</td>
<td>Compliant</td>
</tr>
<tr>
<td>Well(s)</td>
<td>Complaint. Two wells, one low producing</td>
<td>Hand Dug Requires further evaluation</td>
<td>Compliant - low producing</td>
<td>Compliant</td>
<td>Two – one compliant, one needs repair due to fire</td>
</tr>
<tr>
<td>Septic</td>
<td>1989 for 2 bed dwelling</td>
<td>None on record, will require further evaluation</td>
<td>Above ground pipe connecting. Requires further evaluation</td>
<td>Further investigation required by contractor</td>
<td>Unknown requires further evaluation by contractor</td>
</tr>
<tr>
<td>Encroachment</td>
<td>Like for Like</td>
<td>Like for Like</td>
<td>Like for Like</td>
<td>Like for Like</td>
<td>CalTrans</td>
</tr>
<tr>
<td>Code Compliance</td>
<td>Two RVs on site. One outdates fire</td>
<td>Unpermitted structures built after the fire.</td>
<td>Two RVs. Overhead power lines setback requirements, size of lot &amp; topography will make redevelopment difficult</td>
<td>Two RVs, both must be removed after redevelopment</td>
<td>None</td>
</tr>
<tr>
<td>USDA Financing</td>
<td>TBD – In process</td>
<td>TBD – In process</td>
<td>TBD – In process</td>
<td>TBD – In Process</td>
<td>TBD – In Process</td>
</tr>
<tr>
<td>Habitat for Humanity</td>
<td>TBD</td>
<td>Client very interested in this option</td>
<td>Site will be difficult if not impossible to redevelop due to small size and site conditions.</td>
<td>N/A will be obtaining modular home</td>
<td>TBD</td>
</tr>
<tr>
<td>Other Options</td>
<td>TBD</td>
<td>TBD</td>
<td>UNK</td>
<td>N/A</td>
<td>TBD</td>
</tr>
<tr>
<td>Notes/ Comments</td>
<td>Very cooperate and willing. May have some domestic complications that could slow down the process.</td>
<td>Cooperative. Potential additional development costs due to condition of power, well and septic.</td>
<td>Cost to redevelop may be exceed client’s resources.</td>
<td>Working towards the down payment for a new mobile. One challenge may be pre-existing with septic system</td>
<td>Cooperative to date.</td>
</tr>
<tr>
<td>Likelihood of Achieving Goal Scale 1-10 (10 being most likely)</td>
<td>6</td>
<td>4</td>
<td>2</td>
<td>9</td>
<td>5</td>
</tr>
</tbody>
</table>
SUMMARY

A review of records and a site inspection of each property was used to identify any potential issues that may affect the redevelopment of the site. To date all five property owners involved have been cooperative and actively participated with the Task Force. At the time this report was written the results of the USDA financing evaluations had not been completed. In a preliminary review of documents submitted by residents, conducted by the USDA representative, it is believed that there are programs for which they are likely to qualify necessary funding to construct/install legal housing.

While significant advances have been made towards legal, permanent housing, the overall success of the efforts ultimately lies in the hands of the property owners. The Task Force will continue to follow through until the evaluations are complete. At that time a final report shall be provided to the Board of Supervisors with findings and results.

Based on the findings of this Task Forces, more time will be required to not only fully evaluate options, but to also move forward with recovery efforts. Therefore the Task Force would recommend the approval of an additional six-month extension of the Emergency Declaration. If granted the deadline will be July 18, 2021. Action on the extension is agendized as a separate MinuteTraq item for the Board’s consideration.
On May 5, 2020, at the request of the Mariposa County Board of Supervisors the Detwiler Displaced Residents Task Force was created to aid in finding safe, legal, permanent housing for property owners who lost their homes during the Detwiler Fire in 2017.

This document has been created to clearly define purpose, goals, and responsibilities of both the Task Force as well as the individual property owners.

Goal

1. Legal, safe, long term housing for the residents displaced by the Detwiler Fire of 2017.

Detwiler Displaced Residents Task Force - Conditions and Responsibilities

1. Assist in finding potential resources, programs or funding to housing lost in the 2017 Detwiler Fire.

2. Participation in this program does not guarantee that the displaced resident will qualify for recommended programs, grants, assistance or other options identified by the Task Force.

3. All participants are encouraged to continue searching for options in addition to those provided by the Task Force.

4. Should monies come available through grants or other government funding administered by Mariposa County, priority for distribution of those funds will be evaluated by the following:
   a. Obtained the required interim temporary RV permit from County immediately after the fire.
   b. Primary residency and length of ownership of destroyed housing.

Our Mission is to provide our clients with professional service and accurate information in a respectful, courteous, and enthusiastic manner resulting in a well-planned rural environment.
c. Legality of structures lost.

d. Financial need.

e. Participation and cooperation the Task Force.

5. Participation does not guarantee funds or housing.

6. Conduct a basic site evaluation to determine current conditions that may affect the type, size, location of potential replacement housing, and ability to comply with other development standards, such as State Fire Safe Regulations for driveways and turnarounds, septic systems, power, etc.

**Property Owner - Conditions and Responsibilities**

1. The extension of ordinance expires January 18, 2021, unless extended for an additional six-months by the Mariposa County Board of Supervisors.

2. I understand that permanent legal housing is required to replace the RV.

3. I understand I may be required to make difficult choices based on my circumstances and availability of programs and funds available.

4. Every effort will be made to assist me in obtaining housing, however no guarantees are stated or implied by my participation in the program.

5. I understand my cooperation and participation are crucial factors in the success or failure to obtain permanent, legal, safe, long-term housing.

**Read, understood, and acknowledged:**

Name: ____________________________________________________________

Property Address: ____________________________________________________

**Property Owner:**

_________________________________________  ____________________________
Signature                                      Date

**Witness:**

_________________________________________  ____________________________
Signature                                      Date
RESOLUTION - ACTION REQUESTED

MEETING: September 15, 2020

TO: The Board of Supervisors

FROM: Sarah Williams, Planning Director

RE: Detwiler Fire Disaster Time Extension for Displaced Residents

RECOMMENDATION AND JUSTIFICATION:

Extend the Authority for Detwiler Fire Disaster Displaced Residents to Occupy Temporary Replacement Housing (Recreational Vehicles) for Six (6) Months (until July 18, 2021) Pursuant to Mariposa County Code Sections 18.05.020 and 18.05.040.

Based on the work of the Detwiler Fire Task Force, the additional time is needed to pursue potential solutions for residents displaced by the Detwiler Fire who are still occupying RVs.

County Code Chapter 18.05 establishes policies and regulations allowing displaced residents to occupy temporary replacement housing (recreational vehicles or RVs), either on-site or off-site, for a limited period of time following a declared disaster. The temporary replacement housing is intended to be used while the displaced resident addresses insurance issues, obtains financing and permits, and repairs or permanently replaces their damaged home(s). The code allows temporary replacement housing for an initial time period of two (2) years, which ended on July 18, 2019. Based on recent ordinance amendments (Ordinance No. 1153), the Board is given the authority to grant extensions of up to two (2) additional years (four [4] years total time, including the initial time period). The extensions may be granted in six (6) month increments. A one (1) year extension was granted by the Board of Supervisors via Resolution No. 2019-414 on July 16, 2019. A six (6) month time extension was granted by the Board of Supervisors via Resolution No. 2020-412 on July 14, 2020. Only six (6) months extension is possible now, based on county code. This action, if taken as recommended, will be the last time extension possible based on county code.

According to Building Permit records, there were a total of eight (8) individuals or families who benefited from these code provisions and obtained permits for temporary replacement housing (RVs). Two have found or completed permanent replacement housing as of this date and one has sold their property; there are still five (5) individuals or families who occupy temporary replacement housing who would benefit from this official determination.

During this extension period, a task force of staff from the Planning Department, Building Department, the County’s Health and Human Services Agency and the County’s Housing Development Specialist will continue working diligently to assist
victims to understand and pursue options for permanent replacement housing.

**BACKGROUND AND HISTORY OF BOARD ACTIONS:**

**July 16, 2017:** Detwiler Fire started.

**July 18, 2017:** County declared Local Disaster for the Detwiler Fire.

**July 25, 2017:** Board adopted Resolution ratifying the proclamation of the existence of a local emergency due to the Detwiler Fire and adopted a resolution ratifying the local health emergency declaration by the County Health Officer.

**August 8, 2017:** Board adopted Ordinance 1126, a 45-day interim urgency ordinance establishing a new Mariposa County Code Chapter 18.05 for Post Disaster Recovery. Code provisions established allowances for disaster victims to legally occupy temporary replacement housing (recreational vehicles) for two years following the disaster declaration.

**September 12, 2017:** Board adopted Ordinance 1128 extending for 10 months and 15 days, Ordinance 1126 (the interim urgency ordinance).

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**June 9, 2020:** Board adopted Ordinance No. 1153, to provide one (1) additional year of recovery time (for a maximum of four [4] years following the disaster). Amendments also clarified Definitions.

**July 14, 2020:** Board adopted Resolution No. 20-412, granting a six (6) month extension for the Displaced Residents to occupy their RVs.

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**
Do not grant time extension. Residents who lost their homes as a result of the Detwiler Fire would no longer be eligible to legally occupy temporary replacement housing (recreational vehicles) after January 18, 2021.

**ATTACHMENTS:**

- Ordinance 1133 Post Disaster Recovery (PDF)
- Ordinance 1153 Extending Time Frame (PDF)
STATE OF CALIFORNIA
COUNTY OF MARIPOSA
BOARD OF SUPERVISORS

MARIPOSA COUNTY ORDINANCE NO. 1133

AN ORDINANCE ADDING CHAPTER 18.05 - POST-DISASTER RECOVERY TO TITLE 18 OF MARIPOSA COUNTY CODE; MISCELLANEOUS LAND USE REGULATIONS

WHEREAS, the Mariposa County Board of Supervisors adopted County Ordinance 1126, an Interim Urgency Ordinance establishing Chapter 18.05 – Post-Disaster Recovery within Title 18 – Miscellaneous Land Use Regulations on August 8, 2017, and adopted County Ordinance 1128 on September 12, 2017, which extended the urgency ordinance; and

WHEREAS, County Code Amendment Application No. 2017-156 codifies and makes permanent the Interim Urgency Ordinance by adding a new Chapter 18.05 to County Code to address post-disaster recovery efforts, including provisions for temporary replacement housing for persons displaced by a disaster; and

WHEREAS, the Planning Commission held a duly noticed public hearing on County Code Amendment Application No. 2017-156 on the 4th day of May 2018 in accordance with State law and County Code; and

WHEREAS, the Board of Supervisors held a duly noticed public hearing on County Code Amendment Application No. 2017-156 on the 26th day of June 2018 in accordance with State law and County Code; and

WHEREAS, it has been found that the project is exempt from the California Environmental Quality Act (CEQA) and a Notice of Exemption has been filed for the project.

NOW THEREFORE BE IT ORDAINED, the Board of Supervisors of the County of Mariposa does hereby add Chapter 18.05 to Title 18 of the Mariposa County Code as follows:

Section I

Chapter 18.05

Post-Disaster Recovery

Sections:
18.05.010 Purpose.
18.05.020 Declaration of emergency; duration.
18.05.030 Definitions.
18.05.040 Temporary replacement housing on-site.
18.05.050 Replacement of damaged or destroyed housing or other structures.
18.05.060 Repair Criteria.
18.05.070 Temporary replacement housing off-site.
18.05.080 Fees; Replacement of damaged or destroyed housing or other structures.
18.05.090 Debris removal; site approval required.
18.05.100 Temporary facilities for post-disaster recovery.
18.05.110 Severability and pre-emption.

18.05.010 Purpose.
The purpose of this chapter is to facilitate the establishment of temporary replacement housing for residents who have lost their homes due to a disaster and to establish procedures for rebuilding structures damaged or destroyed as a result of a disaster. This chapter is also intended to protect the public health and safety of the residents within a declared disaster area, and to provide for temporary facilities for post-disaster recovery operations.

18.05.020 Declaration of emergency; duration.
The provisions of this chapter are applicable for a period of two (2) years following the date of action by the Board of Supervisors to declare a local emergency following a disaster. These provisions shall take precedence over any conflicting ordinances in the Mariposa County Code that would apply in the absence of the emergency. By resolution of the Board of Supervisors, the provisions of this chapter may be extended for one (1) additional year.

18.05.030 Definitions.
The following terms as used in this chapter shall have the following meanings, unless the context in which a term is used plainly requires another meaning:
A. "Disaster" means a wildfire, flood, earthquake, or other natural or human-caused event that damages or destroys dwellings or other property and displaces people, and which is the basis for a declared local state of emergency.
B. "Footprint" means the area that falls directly beneath and shares the perimeter of a structure and any area in which debris from a destroyed building or structure remained after the disaster.
C. "Recreational vehicle" means a motor home, travel trailer, truck camper, or camping trailer which is self-contained (meaning it shall have separate black water, grey water and fresh water tanks with stand-alone 12V power systems) and designed for human habitation for recreational or emergency occupancy; which is self-propelled, truck-mounted, or permanently tovable on California roadways; and which is a California Department of Motor Vehicles licensed vehicle.
D. "Displaced resident or residents" means a Mariposa County resident or residents whose residential dwelling has been destroyed or damaged by a disaster, such that the resident(s) cannot occupy the dwelling as determined by the Building Department. Displaced resident(s) may be required to provide verification to the Building Department, to substantiate their eligibility for permits as described in this chapter. Evidence may consist of a driver’s license or other government-issued identification card or utility bill, etc.
physical address showing the resident resided on a legal parcel impacted by the disaster.

E. “Health Department” shall mean the Director of the Health Department or designee.

F. “Building Department” shall mean the Director of the Building Department or designee.

G. “Planning Department” shall mean the Director of the Planning Department or designee.

H. “California Design professional of record” shall mean a California licensed architect or engineer.

18.05.040 Temporary replacement housing on-site.
Temporary replacement housing for displaced resident(s), consisting of a recreational vehicle or recreational vehicles, as defined herein, located on a legal parcel which sustained damage as a result of a disaster shall be authorized by the Building Department subject to the following provisions:

A. Except as provided in Section 18.05.040.B, temporary replacement housing authorized pursuant to this chapter shall no longer be used in lieu of permanent housing within two (2) years of the date of the Board of Supervisors' action declaring the local emergency, unless a one-year (1 year) extension is granted by the Board of Supervisors pursuant to section 18.05.020, in which case it shall be removed within three (3) years.

B. Temporary replacement housing shall no longer be used in lieu of permanent housing immediately following issuance by the Building Department of a final inspection or certificate of occupancy for a permanent replacement dwelling unit on-site.

C. Temporary replacement housing may only be occupied by a displaced resident or residents.

D. Temporary replacement housing shall meet the following standards:

1. The property owner or the property owner's authorized agent shall apply for a permit from the Building Department.

2. The permit shall only be considered for a parcel on which a permitted or legally established residence was destroyed, or substantially or partially damaged and uninhabitable as determined by the Building Department as a result of the disaster. Proof that a destroyed or damaged residence was permitted or legally established shall be verified by the Building Department based on prior finalized building permit or assessor's records, or other documentation satisfactory to the Building Department.

3. No more than two (2) recreational vehicles used for temporary replacement housing shall be permitted per parcel.

4. If the temporary replacement housing is utilized prior to approval by the Health Department of the site as being free of all public hazards and toxic debris, the following provisions shall apply:

   a. A waiver of County liability, approved as to legal form and sufficiency by County Counsel, shall be signed by the property owner and any authorized agent.

   b. The temporary replacement housing shall be located a minimum of one hundred and fifty (150) feet from the footprint of any damaged structure and in a manner that does not impede the debris
removal process. Lesser setbacks may be approved by the Health Department on a case by case basis.

c. The property owner and all occupants shall implement mitigation measures adequate to prevent exposure of hazardous wastes and safety risks to humans and animals, as determined necessary by the Health Department.

5. Except as provided in Section 18.05.040.D.4, a permit for temporary replacement housing shall not be issued by the Building Department until the site is approved by the Health Department as being free of all public hazards and all toxic debris or residue caused by the disaster.

6. The temporary replacement housing shall be located outside the boundaries of any recorded easements and may be located within the Zoning Ordinance required setback areas such that placement of the temporary replacement housing will allow for unobstructed reconstruction on the site.

7. The temporary replacement housing shall be connected to an approved source of water meeting one of the following criteria:
   a. Public water supply;
   b. Existing well provided that it has been approved by the Health Department as safe for domestic consumption; or
   c. Other water source approved by the Health Department.

8. The temporary replacement housing shall be connected to an approved sewage disposal system meeting one of the following criteria:
   a. Public sewer system;
   b. Existing on-site sewage disposal system that has been approved by the Health Department to be intact, adequately sized, and functioning following the disaster;
   c. Temporary holding tank with a contract with a pumping company for regular pumping. A copy of the contract shall be provided to the Health Department; or
   d. Other method of sewage disposal approved by the Health Department.

9. The temporary replacement housing shall be connected to an approved source of electricity meeting one of the following criteria:
   a. Permitted electrical service hook-up; or
   b. Other power source approved by the Building Department.

10. Temporary replacement housing shall not be located in either of the following areas:
    a. a flood hazard area established by separate action of the Board of Supervisors or other authorized Federal, State, or local official; or
    b. an area affected by the disaster which, due to hazards to health and safety directly or indirectly resulting from the disaster, require in-depth study before allowing rebuilding of any kind as determined by the Building Department or Health Department.

11. The temporary replacement housing allowed by this chapter may be converted to temporary construction housing upon issuance of a building permit for a permanent residence, pursuant to County Code Section 15.10.270.B.
12. Camping cabins, recreational vehicle park models, tiny homes, yurts, multiple bedroom FEMA trailers and/or FEMA trailers installed similarly to a mobile or manufactured home, mobile homes, and similar units as determined by the Building Official are not considered temporary replacement housing for the purposes of this chapter.

18.05.050 Permanent replacement of damaged or destroyed housing or other structures.

Structures damaged or destroyed by a disaster may be replaced pursuant to the following provisions:

A. Structures illegally constructed before the disaster may only be reconstructed if all current and applicable state and local requirements are satisfied.

B. Structures legally constructed before the disaster may be reconstructed provided all current and applicable state and local requirements are satisfied, including Zoning Ordinance provisions for nonconforming structures.

C. Prior to the issuance of a Building Permit, the site of the structure shall be approved by the Health Department as being free of all public hazards and toxic debris or residue caused by the disaster.


E. A garage or storage building may be permitted as an accessory structure prior to the issuance of a permit for a single family dwelling on any parcel on which a residence was destroyed by a disaster.

18.05.060 Repair criteria.

Permitted or legally established structures that have been damaged as the result of a disaster shall be repaired in accordance with the following criteria:

A. When the estimated value of repair is less than fifty percent (50%) of the replacement value of the structure, the damaged elements may be repaired. Any repairs must comply with the current California Code of Regulations, Title 24 standards, or, as an alternative, a California design professional of record shall be retained by the property owner to evaluate the damages, and design, oversee and approve repairs in accordance with the 2016 (or current) California existing Building Code.

B. When the estimated value of repair is fifty percent (50%) or more of the replacement value of the structure, the entire structure shall be brought into conformance with the current California Code of Regulations, Title 24 standards.

C. Determinations made relative to the provisions within this section shall be the authority of the Building Department.

18.05.070 Temporary replacement housing off-site.
Installation of temporary replacement housing off-site for displaced resident(s), consisting of a recreational vehicle or recreational vehicles, as defined herein, may be authorized by the Building Department subject to the following provisions:

A. A maximum of two (2) recreational vehicles shall be authorized on a privately owned parcel which is off-site from the disaster and which is zoned for primary residential use as determined by the Planning Department.

B. Except as provided in Section 18.05.070.C, temporary replacement housing off-site authorized pursuant to this section shall no longer be used in lieu of permanent housing within two (2) years of the date of the Board action declaring the local emergency, unless a one-year (1 year) extension is granted by the Board of Supervisors pursuant to 18.05.020, in which case it shall be removed within three (3) years.

C. Temporary replacement housing off-site shall no longer be used in lieu of permanent housing immediately following issuance by the Building Department of a final inspection or certificate of occupancy for a permanent replacement dwelling unit for the displaced resident or residents.

D. The permit for temporary replacement housing off-site shall only be considered for a displaced resident who occupied a permitted or legally established residence that was destroyed, or substantially or partially damaged and uninhabitable as determined by the Building Department as a result of the disaster. Proof that a destroyed or damaged residence was permitted or legally established shall be verified by the Building Department based on prior finalized building permit or assessor's records, or other documentation satisfactory to the Building Department.

E. Temporary replacement housing shall be occupied by a displaced resident or residents.

F. Temporary replacement housing off-site shall be located outside the boundaries of any recorded easements and shall comply with all Zoning Ordinance setback requirements.

G. Temporary replacement housing off-site shall meet the following standards:

1. The property owner or the property owner’s authorized agent shall apply for a permit from the Building Department.

2. The temporary replacement housing off-site shall be connected to an approved source of water meeting one of the following criteria:
   a. Public water supply;
   b. Existing well provided that it has been approved by the Health Department as safe for domestic consumption; or
   c. Other water source approved by the Health Department.

3. The temporary replacement housing off-site shall be connected to an approved sewage disposal system meeting one of the following criteria:
   a. Public sewer system;
   b. Existing on-site sewage disposal system that has been approved by the Health Department to be intact and functioning following the disaster and adequately sized;
c. Temporary holding tank with a contract with a pumping company for regular pumping. A copy of the contract shall be provided to the Health Department; or

d. Other method of sewage disposal approved by the Health Department.

4. The temporary replacement housing off-site shall be connected to an approved source of electricity meeting one of the following criteria:

a. Permitted electrical service hook-up; or

b. Other power source approved by the Building Director.

5. Temporary replacement housing off-site shall not be located in either of the following:

a. a flood hazard area established by separate action of the Board of Supervisors or other authorized Federal, State, or local official; or

b. an area affected by the disaster which, due to hazards to health and safety caused by the disaster, require in-depth study before allowing rebuilding of any kind as determined by the Building Department or Health Department.

H. Camping cabins, recreational vehicle park models, tiny homes, yurts, multiple bedroom FEMA trailers and/or FEMA trailers installed similarly to a mobile or manufactured home, mobile homes, and similar units as determined by the Building Official are not considered temporary replacement housing for the purposes of this chapter.

18.05.080 Fees; replacement of damaged or destroyed housing or other structures.

A. All current permit fees apply, including demolition permit fees, unless otherwise modified or waived by the Board of Supervisors.

B. During the time period when this chapter is applicable pursuant to Section 18.05.020, application plan check fees that are normally paid at the time an application is submitted may be deferred by the Building Department, at the applicant's request, and paid at the time the permit is issued.

C. The current process for determining school impact fees, which involves the Mariposa County Unified School District, shall be followed.

18.05.090 Debris removal; site approval required.

1. All hazardous materials and debris, including but not limited to household hazardous wastes, asbestos, ash from burned structures, metals, damaged or destroyed vehicles, and all public hazards shall be removed prior to reconstruction or reuse of property damaged by the disaster and shall, in all cases, be removed and disposed of within one hundred eighty (180) days of the disaster for which the local state of emergency was declared unless the Health Department grants a discretionary ninety (90) day extension upon a showing of good cause. Debris removal and disposal shall comply with all laws and regulations and shall be within the time period described herein. Upon completion of debris removal, the site shall be approved by the Health Department as being free of all toxic debris or residue caused by the disaster.

2. A demolition permit for hazardous materials and debris removal may be required by the Building Department, unless a county-approved
hazardous materials and debris removal program is utilized by the property owner.

18.05.100 Temporary facilities for post-disaster recovery.
Temporary facilities necessary for the timely removal of debris, stabilization of soils, erosion control, and other needs as determined by the agency or agencies directing post-disaster recovery and clean-up operations may be established as needed. Temporary facilities may include staging areas for equipment, vehicles, and storage on private property. Temporary facilities may also include off-site processing and storage, recycling, or other handling of disaster-generated debris. Temporary facilities are subject to all of the following provisions:
A. The duration of the temporary facilities shall not exceed the time period established by Section 18.05.020 or the duration of the local emergency, whichever is more.
B. Temporary facilities shall be subject to issuance of an administrative use permit pursuant to County Code Chapter 17.114, prior to establishment or within 30 days of establishment.
C. In addition to the requirements established by County Code Chapter 17.114, approval of temporary facilities shall be based upon a finding that the site zoning allows for public uses and the proposed temporary facilities provide or address an immediate public need or immediate public purpose.
D. The administrative use permit shall identify the expiration date of the approval and shall specify clean-up and restoration provisions for the site upon termination of the use.
E. The administrative use permit may address impacts resulting from the temporary use, including but not limited to dust, noise, water quality, traffic safety, lighting, trespass and any secondary impacts.
F. Alternative sites that may be available resulting in fewer impacts shall be considered prior to issuance of an administrative use permit.
G. Temporary facilities on public land shall be subject to the authorization of the agency managing said land.

18.05.120 Severability and pre-emption.
A. If any section, subsection, sentence, clause, or phrase of this chapter, is for any reason held to be invalid, unlawful, or unconstitutional, such invalidity or unconstitutionality shall not affect the validity, lawfulness, or constitutionality of any or all other portions of this chapter.
B. To the extent that any part of this chapter conflicts with any portion of an executive order signed by the Governor of the State of California related to a disaster for which this chapter is invoked, the executive order shall control.

Section II: If any provision of this ordinance is held to be unconstitutional, preempted by federal law, or otherwise invalid by any court of competent jurisdiction, the remaining provisions of the ordinance shall not be invalidated.
Section III: This ordinance shall become effective thirty (30) days after final passage pursuant to Government Code Section 25123.

BE IT FINALLY ORDAINED THAT, this action is based on the following findings:

1. **Finding:** The amendment is in the general public interest, and will not have a significant adverse effect on the general public health, safety, peace, and welfare.

   **Evidence:** The amendment promotes the general public health, safety, peace, and welfare. The amendment is in the general public interest in that it provides an expedited process to help county residents, whose homes are damaged or destroyed in a disaster, to obtain or establish safe temporary housing in-county, while repairing or rebuilding their homes and clearing hazardous debris. The amendment addresses temporary public facility needs following a disaster, including for timely removal of debris, stabilization of soils, erosion control and re-establishment of public services. The establishment of temporary public facility needs following a disaster is not currently addressed by Mariposa County Code and such provisions will enable critical facilities to be established immediately during a disaster, and enable nuisance impacts to be addressed. Amendment text relating to temporary replacement housing, with minimum relevant and necessary standards, will protect impacted residents and neighborhoods, and enable quick re-occupation of properties, while addressing potential hazards to public health, safety, and welfare. The process will ensure adequate site restoration following a disaster.

2. **Finding:** The amendment is desirable for the purpose of improving the Mariposa County General Plan with respect to providing a long term guide for county development and a short term basis for day-to-day decision making.

   **Evidence:** The amendment is consistent with the Mariposa County General Plan, which includes a number of policies to support the amendment. The General Plan includes land use goals regarding continued use of legally established uses, safety element goals protecting public health and safety, housing goals and policies to reduce costs of housing while protecting the public health and safety and goals to accommodate special needs housing, including providing emergency shelter. The amendment will allow flexibility in addressing impacts on property following a disaster in the county, which will provide a long term guide for county development through ensuring structure replacement and temporary housing standards to limit population displacement and a short term basis for day-to-day decision making.

3. **Finding:** That amendment conforms to the requirements of state law and county policy.

   **Evidence:** This project has been processed in accordance with State law and county policy, including consultation with applicable local and state agencies, and public noticing.

4. **Finding:** The amendment is consistent with other guiding policies, goals, policies, and standards of the Mariposa County General Plan.
Evidence: The amendment is consistent with the goals, policies and standards in the county’s General Plan, including the Housing and Safety elements. The General Plan contains a number of policies to support the amendment, including land use goals regarding continued use of legally established uses, safety element goals protecting public health and safety, housing goals and policies to reduce costs of housing while protecting the public health and safety, and goals to accommodate special needs housing, including providing emergency shelter.

5. Finding: County Code Amendment No. 2017-156 is not subject to the California Environmental Quality Act (CEQA) pursuant to Section 15060(c)(2), (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and Section 15061(b)(3) (there is no possibility the activity in question may have a significant effect on the environment), CEQA Guidelines. A portion of the amendment addresses issues relating to the clearing of hazardous debris following a disaster. The amendment provides housing flexibility for those impacted by a disaster while ensuring environmental protections, including the proper removal and disposal of hazardous materials and debris from affected sites.

PASSED AND ADOPTED on this 10th day of July, 2018 by the following vote:

AYES: SMALLCOMBE, JONES, LONG, CANN, MENETREY
NOES: NONE
ABSTAINED: NONE
EXCUSED: NONE
NOT VOTING: NONE

[Signature]
Rosemarie Smallcombe, Chair
Mariposa County Board of Supervisors

Attest:

[Signature]
René LaRoche
Clerk of the Board of Supervisors

APPROVED AS TO FORM:

[Signature]
Steven W. Dahlem
County Counsel
ORDINANCE 2020-1153

MEETING: June 9, 2020

TO: The Board of Supervisors

FROM: Sarah Williams, Planning Director

RE: Chapter 18.05 Amendments

RECOMMENDED ACTION AND JUSTIFICATION:

Waive the Second Reading and Adopt an Ordinance Amending Mariposa County Code Chapter 18.05 Post-Disaster Recovery, to Provide One Additional Year Recovery Time and Clarification in Definitions.

This ordinance was initiated by the Board of Supervisors at their meeting on May 5, 2020 (Resolution No. 2020-235). The Board directed staff to complete processing of the code amendments, such that they will be effective prior to July 18, 2020.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

May 26, 2020: Ordinance introduced.

Resolution No. 2020-235, May 5, 2020: Board initiated amendments to Chapter 18.05 for Post-Disaster Recovery.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

No changes or amendments are possible after Introduction, consequently, the only alternative is to not adopt the ordinance.

ATTACHMENTS:
200526 Ordinance Amending Chapter 18.05 (DOC)
Chapter 18.05 (full text) (PDF)
200526 Notice of Exemption (DOC)
200526 Summary Ordinance Amending Chapter 18.05 (DOCX)

RESULT: ADOPTED [UNANIMOUS]

MOVED: Rosemarie Smallcombe, District I Supervisor
SECONDER: Miles Menetrey, District V Supervisor
AYES: Smallcombe, Jones, Long, Cann, Menetrey
ORDINANCE NO. 1153

AN ORDINANCE AMENDING CHAPTER 18.05 OF MARIPOSA COUNTY CODE

THE BOARD OF SUPERVISORS OF THE COUNTY OF MARIPOSA, STATE OF CALIFORNIA, ORDAINS AS FOLLOWS:

SECTION I: Sections 18.05.020, 18.05.030, 18.05.040 and 18.05.070 of Chapter 18.05 of Title 18 of the Mariposa County Code are amended as follows

18.05 Post-Disaster Recovery

... 18.05.020 Declaration of Emergency: Duration
The provisions of this chapter are applicable for a period of two (2) years following the date of action by the Board of Supervisors to declare a local emergency following a disaster. These provisions shall take precedence over any conflicting ordinances in the Mariposa County Code that would apply in the absence of the emergency. By resolution of the Board of Supervisors, the provisions of this chapter may be extended for up to two (2) additional years. Extensions may be granted in six (6) month increments.

18.05.030 Definitions

... C. "Recreational vehicle," for the purposes of this chapter, means a motor home, travel trailer, truck camper, or camping trailer which is self-contained and designed for human habitation for recreational or emergency occupancy; which is self-propelled, truck-mounted, or permanently towable on California roadways; and which is a California department of motor vehicles licensed vehicle.

... [All other text in this section to remain unchanged]

18.05.040 Temporary Replacement Housing On-Site

... A. Except as provided in Section 18.05.040.B, temporary replacement housing authorized pursuant to this chapter shall no longer be used in lieu of permanent housing within two (2) years of the date of the Board of Supervisors' action declaring the local emergency, unless an extension is granted by the Board of Supervisors pursuant to section 18.05.020, in which case it shall be removed by the extended deadline.

... [All other text in this section to remain unchanged]

18.05.070 Temporary Replacement Housing Off-Site

... B. Except as provided in Section 18.05.070.C, temporary replacement housing off-site authorized pursuant to this section shall no longer be used in lieu of permanent housing within two (2) years of the date of the Board action declaring the local emergency, unless an extension is granted by the Board of Supervisors pursuant to 18.05.020, in which case it shall be removed by the extended deadline.

... [All other text in this section to remain unchanged]
SECTION II: Severability.
If any provision of this ordinance is held to be unconstitutional, preempted by federal law, or otherwise invalid by any court of competent jurisdiction, the remaining provisions of the ordinance shall not be invalidated.

SECTION III: This ordinance is not subject to the California Environmental Quality Act (CEQA) pursuant to General Rule Exemption; Section 15061(b)(3) and Section 15060(c)(2) CEQA Guidelines.

SECTION IV: Effective Date. This ordinance shall become effective thirty (30) days after final passage pursuant to Government Code Section 25123.

PASSED AND ADOPTED on this 9th day of June, 2020 by the following vote.

AYES: Smallcombe, Jones, Long, Cann, Menetrey
NOES: None
ABSTAINED: None
EXCUSED: None
NOT VOTING: None

Kevin Cann, Chair
Mariposa County Board of Supervisors

Attest:

René LaRoche, Clerk of the Board
Mariposa County Board of Supervisors

Approved as to Form:

Steven W. Dahlem, County Counsel
RESOLUTION - ACTION REQUESTED

MEETING: September 15, 2020

TO: The Board of Supervisors

FROM: Mike Healy, Public Works Director

RE: Approve a FAA CARES Act Grant for Reimbursement of Airport O&M Expenses and Approve a Budget Action

RECOMMENDATION AND JUSTIFICATION:
Accept an FAA CARES Act Grant for Reimbursement of Airport Operations & Maintenance Expenses in the Amount of $30,000; authorize the Board Chair to sign the Acceptance and any other documents that may be necessary (Subject to Approval as to Legal Form by County Counsel); and Approve a Budget Action to recognize the Grant Funding ($30,000).

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The CARES Act - Corona Virus Aid, Relief, and Economic Security Act is funded through the CARES Grant number 3-06-0147-016-2020.

This Grant may be utilized for any purpose for which airport revenues may be lawfully used. The purpose can include the reimbursement of the Airports Operations and Maintenance expenses or debt service payments.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve, the Grant will be rescinded and the County will not receive any CARES Act funds for the Airport.

ATTACHMENTS:
Cares Act for FAA Tansmittal Letter and Grant Acceptance (PDF)
CARES ACT FAA 2020 Budget Action (PDF)
CARES Act Grant Transmittal Letter

FEDEX

DRAFT VERSION

Mr. Mike Healy
Director of Public Works and Transportation
County of Mariposa
4639 Ben Hur Road
Mariposa, CA 95338

Dear Mr. Healy:

Please find the following CARES Act Grant Offer, Grant No. 3-06-0147-016-2020 for the Mariposa-Yosemite Airport. This letter outlines expectations for success. Please read and follow the instructions carefully.

To properly enter into this agreement, you must do the following:

a. The governing body must provide authority to execute the grant to the individual signing the grant; i.e. the sponsor’s authorized representative.

b. The sponsor’s authorized representative must execute the grant, followed by the attorney’s certification, no later than Sept 30, 2020 in order for the grant to be valid.
   - The date of the attorney’s signature must be on or after the date of the sponsor’s authorized representative’s signature.
   - All signatures must be made with blue or black ink; Signature stamps will not be accepted.

c. You may not make any modification to the text, terms or conditions of the grant offer.

d. After you properly execute the grant agreement, we ask that you return the Grant Offer marked “Original” to us by (overnight or regular mail) and (E-Mail (PDF) or facsimile), and retain the copy marked “Sponsor” for your records.

Subject to the requirements in 2 CFR § 200.305, each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System. The terms and conditions of this agreement require you drawdown and expend these funds within four years.

An airport sponsor may use these funds for any purpose for which airport revenues may be lawfully used. CARES grant recipients should follow the FAA’s Policy and Procedures Concerning the Use of Airport Revenues (“Revenue Use Policy”), 64 Federal Register 7696 (64 FR 7696), as amended by 78 Federal Register 55330 (78 FR 55330). The Revenue Use Policy defines permitted uses of airport revenue. In addition to the detailed guidance in the Revenue Use Policy, the CARES Act states the funds may not be used for any purpose not related to the airport.
CARES ACT AIRPORT GRANTS AGREEMENT

Part I - Offer

Federal Award Offer Date July 16, 2020

Airport/Planning Area Mariposa-Yosemite Airport

CARES Grant Number 3-06-0147-016-2020

Unique Entity Identifier 071859607

TO: County of Mariposa
(herin called the "Sponsor")

FROM: The United States of America (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Coronavirus Aid, Relief, and Economic Security Act (CARES Act or "the Act") Airports Grants Application (heren called the "Grant") dated June 22, 2020, for a grant of Federal funds at or associated with the Mariposa-Yosemite Airport, which is included as part of this Grant Agreement; and

WHEREAS, the Sponsor has accepted the terms of FAA's Grant offer;

WHEREAS, in consideration of the promises, representations and assurances provided by the Sponsor, the FAA has approved the Grant Application for the Mariposa-Yosemite Airport, (heren called the "Grant") consisting of the following:

This Grant is provided in accordance with the CARES Act, as described below, to provide eligible Sponsors with funding to help offset a decline in revenues arising from diminished airport operations and activities as a result of the COVID-19 Public Health Emergency. CARES Act Airport Grants amounts to specific airports are derived by legislative formula.

The purpose of this Grant is to maintain safe and efficient airport operations. Funds provided under this Grant Agreement must only be used for purposes directly related to the airport. Such purposes can include the reimbursement of an airport's operational and maintenance expenses or debt service payments. CARES Act Airport Grants may be used to reimburse airport operational and maintenance expenses directly related to the Mariposa-Yosemite Airport incurred no earlier than January 20, 2020. CARES Act Airport Grants also may be used to reimburse a Sponsor's payment of debt service where such payments occur on or after April 14, 2020. Funds provided under the Grant will be governed by the
same principles that govern “airport revenue.” New airport development projects may not be funded with this Grant unless and until the Grant Agreement is amended or superseded by a subsequent agreement that addresses and authorizes the use of funds for the airport development project.

NOW THEREFORE, in accordance with the applicable provisions of the CARES Act, Public Law 116-136, the representations contained in the Grant Application, and in consideration of, (a) the Sponsor’s acceptance of this Offer; and, (b) the benefits to accrue to the United States and the public from the accomplishment of the Grant and in compliance with the conditions as herein provided,

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay 100% percent of the allowable costs incurred as a result of and in accordance with this Grant Agreement.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is $30,000.

2. **Period of Performance.** The period of performance shall commence on the date the Sponsor formally accepts this agreement. The end date of the period of performance is 4 years (1,460 calendar days) from the date of acceptance.

   The Sponsor may only charge allowable costs for obligations incurred prior to the end date of the period of performance (2 CFR § 200.309). Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 90 calendar days after the end date of the period of performance (2 CFR § 200.343).

   The period of performance end date shall not affect, relieve or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.

3. **Unallowable Costs.** The Sponsor shall not seek reimbursement for any costs that the FAA has determined to be unallowable under the CARES Act.

4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the Grant Application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages only.

5. **Final Federal Share of Costs.** The United States' share of allowable Grant costs will be 100%.

6. **Completing the Grant without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the Grant without undue delays and in accordance with this Grant Agreement, the CARES Act, and the regulations, policies, standards and procedures of the Secretary of Transportation ("Secretary"). Pursuant to 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from funding eligible expenses under the Grant that exceeds three months and request prior approval from FAA. The report must include a reason for the stoppage. The Sponsor agrees to comply with the attached assurances, which are part of this agreement and any addendum that may be attached hereto at a later date by mutual consent.

7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs unless this offer has been accepted by the Sponsor on or before July 30, 2020, or such subsequent date as may be prescribed in writing by the FAA.

9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner, including uses that violate this Grant Agreement, the CARES Act or other provision of applicable law. For the purposes of this Grant Agreement, the term “Federal funds” means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement(s). The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

10. **United States Not LIABLE for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or relate to this Grant Agreement, including, but not limited to, any action taken by a Sponsor related to or arising from, directly or indirectly, this Grant Agreement.

11. **System for Award Management (SAM) Registration And Universal Identifier.** Unless the Sponsor is exempted from this requirement under 2 CFR § 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at http://www.sam.gov).

12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

13. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

14. **Buy American.** Unless otherwise approved in advance by the FAA, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any expense for which funds are provided under this Grant. The Sponsor will include a provision implementing applicable Buy American statutory and regulatory requirements in all contracts related to this Grant Agreement.

15. **Audits for Public Sponsors.** The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse’s Internet Data Entry System at http://harvester.census.gov/facweb/. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA.

16. **Suspension or Debarment.** When entering into a “covered transaction” as defined by 2 CFR §180.200, the Sponsor must:

   A. Verify the non-federal entity is eligible to participate in this Federal program by:
1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-federal entity is excluded or disqualified; or
2. Collecting a certification statement from the non-federal entity attesting the entity is not excluded or disqualified from participating; or
3. Adding a clause or condition to covered transactions attesting the individual or firm is not excluded or disqualified from participating.

B. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g. sub-contracts).

C. Immediately disclose to the FAA whenever the Sponsor (1) learns the Sponsor has entered into a covered transaction with an ineligible entity, or (2) suspends or debars a contractor, person, or entity.

17. **Ban on Texting While Driving.**

A. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:

1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to this Grant or subgrant.
2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
   a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
   b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

B. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts and subcontracts.

18. **Trafficking in Persons.**

A. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not —

1. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
2. Procure a commercial sex act during the period of time that the award is in effect; or
3. Use forced labor in the performance of the award or subawards under the award.

B. The FAA as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity —

1. Is determined to have violated a prohibition in paragraph A of this award term; or
2. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph A.1 of this award term through conduct that is either —
a. Associated with performance under this award; or

b. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.

3. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph A during this award term.

4. Our right to terminate unilaterally that is described in paragraph A of this section:

   a. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)), and

   b. Is in addition to all other remedies for noncompliance that are available to the FAA under this award.

19. Employee Protection from Reprisal.

   A. Prohibition of Reprisals —

   1. In accordance with 41 U.S.C. § 4712, an employee of a grantee or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (A)(2), information that the employee reasonably believes is evidence of:

      a. Gross mismanagement of a Federal grant;
      b. Gross waste of Federal funds;
      c. An abuse of authority relating to implementation or use of Federal funds;
      d. A substantial and specific danger to public health or safety; or
      e. A violation of law, rule, or regulation related to a Federal grant.

   2. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows:

      a. A member of Congress or a representative of a committee of Congress;
      b. An Inspector General;
      c. The Government Accountability Office;
      d. A Federal office or employee responsible for oversight of a grant program;
      e. A court or grand jury;
      f. A management office of the grantee or subgrantee; or
      g. A Federal or State regulatory enforcement agency.

   3. Submission of Complaint — A person who believes that they have been subjected to a reprisal prohibited by paragraph A of this grant term may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.

   4. Time Limitation for Submittal of a Complaint — A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.


   6. Assumption of Rights to Civil Remedy — Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).
20. **Limitations.** Nothing provided herein shall be construed to limit, cancel, annul, or modify the terms of any Federal grant agreement(s), including all terms and assurances related thereto, that have been entered into by the Sponsor and the FAA prior to the date of this Grant Agreement.

**SPECIAL CONDITIONS**

1. **ARFF and SRE Equipment and Vehicles.** The Sponsor agrees that it will:
   A. House and maintain the equipment in a state of operational readiness on and for the airport;
   B. Provide the necessary staffing and training to maintain and operate the vehicle and equipment;
   C. Restrict the vehicle to on-airport use only;
   D. Restrict the vehicle to the use for which it was intended; and
   E. Amend the Airport Emergency Plan and/or Snow and Ice Control Plan to reflect the acquisition of a vehicle and equipment.

2. **Equipment or Vehicle Replacement.** The Sponsor agrees that it will treat the proceeds from the trade-in or sale of equipment being replaced with these funds as airport revenue.

3. **Off-Airport Storage of ARFF Vehicle.** The Sponsor agrees that it will:
   A. House and maintain the vehicle in a state of operational readiness for the airport;
   B. Provide the necessary staffing and training to maintain and operate the vehicle;
   C. Restrict the vehicle to airport use only;
   D. Amend the Airport Emergency Plan to reflect the acquisition of the vehicle;
   E. Within 60 days, execute an agreement with local government including the above provisions and a provision that violation of said agreement could require repayment of Grant funding; and
   F. Submit a copy of the executed agreement to the FAA.

4. **Equipment Acquisition.** The Sponsor agrees that it will maintain Sponsor-owned and -operated equipment and use for purposes directly related to the airport.

5. **Utilities Proration.** For purposes of computing the United States’ share of the allowable airport operations and maintenance costs, the allowable cost of utilities incurred by the Sponsor to operate and maintain airport(s) included in the Grant must not exceed the percent attributable to the capital or operating costs of the airport.

6. **Utility Relocation in Grant.** The Sponsor understands and agrees that:
   A. The United States will not participate in the cost of any utility relocation unless and until the Sponsor has submitted evidence satisfactory to the FAA that the Sponsor is legally responsible for payment of such costs;
   B. FAA participation is limited to those utilities located on-airport or off-airport only where the Sponsor has an easement for the utility; and
   C. The utilities must serve a purpose directly related to the Airport.
The Sponsor's acceptance of this Offer and ratification and adoption of the Grant Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, as provided by the CARES Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Grant and compliance with the assurances and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION

(Signature)

Laurie J. Suttmeier
(Typed Name)

Manager
(Title of FAA Official)
Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Grant Application and incorporated materials referred to in the foregoing Offer under Part II of this Agreement, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Grant Application.

I declare under penalty of perjury that the foregoing is true and correct.

Dated ________________________________

County of Mariposa

(Name of Sponsor)

(Signature of Sponsor's Authorized Official)

By: ________________________________

(Typed Name of Sponsor's Authorized Official)

Title: ________________________________
CERTIFICATE OF SPONSOR'S ATTORNEY

I, ____________________________, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of ______California____. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the CARES Act. The Sponsor understands funding made available under this Grant Agreement may only be used to reimburse for airport operational and maintenance expenses, and debt service payments. The Sponsor further understands it may submit a separate request to use funds for new airport/project development purposes, subject to additional terms, conditions, and assurances. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at ________________________________

By: ________________________________

(Signature of Sponsor's Attorney)
CARES ACT ASSURANCES

Airport Sponsors

A. General.

1. These assurances are required to be submitted as part of the application by sponsors requesting funds under the provisions of the Coronavirus Aid, Relief, and Economic Security Act of 2020 (CARES Act or "the Act"), Public Law 116-136. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.

2. Upon acceptance of this Grant offer by the sponsor, these assurances are incorporated into and become part of this Grant Agreement.

B. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this Grant that:

- It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant including but not limited to the following:

Federal Legislation


g. Clean Air Act, P.L. 90-148, as amended.

h. Coastal Zone Management Act, P.L. 93-205, as amended.

i. Flood Disaster Protection Act of 1973 — Section 102(a) - 42 U.S.C. 4012a.

j. Title 49, U.S.C., Section 303, (formerly known as Section 4(f)).


**EXECUTIVE ORDERS**

a. Executive Order 11246 — Equal Employment Opportunity  
b. Executive Order 11990 — Protection of Wetlands  
c. Executive Order 11998 — Flood Plain Management  
d. Executive Order 12372 — Intergovernmental Review of Federal Programs  
e. Executive Order 12699 — Seismic Safety of Federal and Federally Assisted New Building Construction  
f. Executive Order 12898 — Environmental Justice  
g. Executive Order 13788 — Buy American and Hire American  
h. Executive Order 13858 — Strengthening Buy-American Preferences for Infrastructure Projects

**FEDERAL REGULATIONS**

a. 2 CFR Part 180 — OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).  
b. 2 CFR Part 200 — Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.  
c. 2 CFR Part 1200 — Nonprocurement Suspension and Debarment.  
e. 28 CFR § 50.3 — U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.  
g. 29 CFR Part 3 — Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.  
h. 29 CFR Part 5 — Labor standards provisions applicable to contracts covering Federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).  
i. 41 CFR Part 60 — Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally assisted contracting requirements).  
j. 49 CFR Part 20 — New restrictions on lobbying.
k. 49 CFR Part 21 – Nondiscrimination in Federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.

l. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Program. 49 CFR Part 27 — Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.

m. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.

n. 49 CFR Part 30 – Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.


p. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).

q. 49 CFR Part 41 – Seismic safety of Federal and Federally assisted or regulated new building construction.

**Specific Assurances**

Specific assurances required to be included in grant agreements by any of the above laws, regulations, or circulars are incorporated by reference in this Grant Agreement.

1. **Purpose Directly Related to the Airport**

   It certifies that the reimbursement sought is for a purpose directly related to the airport.

2. **Responsibility and Authority of the Sponsor.**

   a. Public Agency Sponsor:

      It has legal authority to apply for this Grant, and to finance and carry out the proposed grant; that an official decision has been made by the applicant’s governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

   b. Private Sponsor:

      It has legal authority to apply for this Grant and to finance and carry out the proposed Grant and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. **Good Title.**

   It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

4. **Preserving Rights and Powers.**

   a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement.
Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish, or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

b. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with this Grant Agreement.

c. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations, and the terms and conditions of this Grant Agreement.

5. Accounting System, Audit, and Record Keeping Requirements.

a. It shall keep all Grant accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the Grant in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the Grant supplied by other sources, and such other financial records pertinent to the Grant. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.

b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a Grant or relating to the Grant in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.


The sponsor shall not grant an exclusive right to use an air navigation facility on which this Grant has been expended. However, providing services at an airport by only one fixed-based operator is not an exclusive right if—

a. it is unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide the services; and

b. allowing more than one fixed-based operator to provide the services requires a reduction in space leased under an agreement existing on September 3, 1982, between the operator and the airport.

7. Airport Revenues.

This Grant shall be available for any purpose for which airport revenues may lawfully be used. CARES Act Grant funds provided under this Grant Agreement will only be expended for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport(s) subject to this agreement and all applicable addendums.
8. Reports and Inspections.

It will:

a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;

b. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
   1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
   2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.


It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this Grant.

a. Using the definitions of activity, facility, and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR Part 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.

b. Applicability

   1. Programs and Activities. If the sponsor has received a grant (or other Federal assistance) for any of the sponsor’s program or activities, these requirements extend to all of the sponsor’s programs and activities.

   2. Facilities. Where it receives a grant or other Federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.

   3. Real Property. Where the sponsor receives a grant or other 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.

c. Duration

The sponsor agrees that it is obligated to this assurance 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 sponsor, or any transferee for the longer of the following periods:

   1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or

   2. So long as the sponsor retains ownership or possession of the property.
Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests for Proposals for work, or material under this Grant and in all proposals for agreements, including airport concessions, regardless of funding source:

"The County of Mariposa, 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 for any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession 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."

**d. Required Contract Provisions.**

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.

2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.

3. It will insert non-discrimination contract clauses 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 sponsor.

4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
   A. For the subsequent transfer of real property acquired or improved under the applicable activity, grant, 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, grant, or program.

e. It will provide for such methods of administration for the program as are found by the Secretary 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.

f. It 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.

**10. Foreign Market Restrictions.**

It will not allow funds provided under this Grant to be used to fund any activity that uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.
11. Acquisition Thresholds.

The FAA deems equipment to mean tangible personal property having a useful life greater than one year and a per-unit acquisition cost equal to or greater than $5,000. Procurements by micro-purchase means the acquisition of goods or services for which the aggregate dollar amount does not exceed $10,000. Procurement by small purchase procedures means those relatively simple and informal procurement methods for securing goods or services that do not exceed the $250,000 threshold for simplified acquisitions.
BUDGET ACTION FORM

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<th>DECREASE</th>
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<td>0412</td>
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TRANSFER BETWEEN FUNDS

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<th>DESCRIPTION</th>
<th>PROJECT</th>
<th>INCREASE</th>
<th>DECREASE</th>
</tr>
</thead>
</table>

TOTALS $0 $0

ACTION REQUESTED: (Check all that apply)

( ) Budget appropriation by Board of Supervisors (4/5ths Vote Required): Amending the total amount available in the county budget, or in any one fund of the budget, or appropriating Reserve for Contingencies

( ) Transfer by Board of Supervisors (3/5ths Vote Required): Moving existing appropriations from one budget to another, or between categories within a budget unit.

JUSTIFICATION:

DEPT HEAD SIGNATURE: [Signature]
DEPARTMENT: 610 Airport

APPROVED BY RES NO.:
CLERK:

DATE: 9/10/2020

AUDITOR'S USE ONLY
BA#:

Budget Action Form Revised 11/95
RESOLUTION - ACTION REQUESTED

MEETING: September 15, 2020

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: CDBG Economic Development Over the Counter Grant for Childcare Feasibility Study

RECOMMENDATION AND JUSTIFICATION:
Adopt a Resolution Approving an Application for Funding a Childcare Feasibility Study and Authorize the Board of Supervisors Chair to Sign the Grant Agreement and Any Amendments Thereto from the State CDBG Over the Counter Program (Subject to County Counsel Approval as to Legal Form).

Mariposa County has experienced a challenge with providing sufficient childcare for some time. With 17% of the population under 18 years of age and a poverty rate of 14.9%, Mariposa County faces a shortage of child care options. This situation has a long-term affect on employment. With many single parent families in the area, in addition to families with two working parents, the need for daycare facility is critical. In addition, due to the proximity of Yosemite National Park, many of the local jobs are in the hospitality industry, so the need for daycare facilities that offer 24 hour and weekend care is particularly a challenge and a necessity.

The novel coronavirus pandemic has triggered the temporary closure of schools, which provide childcare services for working parents. The transition to distance learning has further impacted the urgency to evaluate childcare needs in Mariposa County.

If awarded this CDBG grant, the funds will be used to conduct a feasibility study to assess childcare needs in Mariposa County and possible entrepreneur opportunities in the childcare industry. CDBG’s economic development grant guidelines include projects relating to childcare facilities.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The current program income reuse plan was approved in 2016 and the RLF program was adopted in 2017.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
The County would forgo using CDBG funds and County staff would explore other grant opportunities to fund the SAFE program.

FINANCIAL IMPACT:
This action would request $50,000 in grant funds from CDBG, which, if approved, would be incorporated into the FY 20-21 Adopted Budget.

ATTACHMENTS:
Mariposa BOS Resolution_Childcare Feasibility Study (DOCX)
board memo for Childcare Feasibility Study (DOCX)
MARIPOSA COUNTY
BOARD OF SUPERVISORS
RESOLUTION NO. 2020-__

Adopt a Resolution Approving an Application for Funding and Authorizing the Board of Supervisors to Sign the Grant Agreement and Any Amendments Thereto from the State CDBG OTC (Over-The-Counter) ED (Economic Development) Funding

BE IT RESOLVED by the County Board of Supervisors of the County of Mariposa as follows:

SECTION 1:
The County Board of Supervisors has reviewed and hereby approves an application in the amount not to exceed $50,000 for a Childcare Feasibility Study.

SECTION 2:
The County acknowledges compliance with state and federal public participation requirements in the development of this application.

SECTION 3:
The County hereby authorizes and directs the Board Chair to sign this application and act on the County’s behalf in all matters pertaining to this application.

SECTION 4:
If the application is approved, the Board Chair is authorized to enter into and sign the grant agreement and any subsequent amendments thereto with the State of California for the purposes of this grant.

SECTION 5:
If the application is approved, the Board Chair is authorized to sign Funds Requests and other required reporting forms.

PASSED AND ADOPTED at a regular meeting of the County Board of Supervisors of the County of Mariposa held on September 15, 2020 by the following vote:

AYES: 
NOES:
ABSENT:

By: ________________________________
   Kevin Cann, Board Chair
   Board of Supervisors

STATE OF CALIFORNIA
County of Mariposa

I, Rene LaRoche, County Clerk of the County of Mariposa, State of California, hereby certify the above and foregoing to be a full, true and correct copy of a resolution adopted by said Board of Supervisors on this 15th day of September, 2020.

ATTEST: Rene LaRoche
County Clerk of the County of
Mariposa County, State of California

By: ________________________________
   Rene LaRoche, Clerk of the Board
To: Board of Supervisors  
From: Dallin Kimble, County Administrative Officer  
Date: September 15, 2020  
Subject: CDBG (Community Development Block Grant) – CARES Act Set Aside

For your consideration, CDBG OTC (Over-The-County) Economic Development (ED) Grant Authorizing Mariposa County to Apply for the state funding, and use the funds for a Childcare Feasibility Study.

Activity Description

Mariposa County, the home of Yosemite National Park, is a rural jurisdiction located in the Sierra Nevada mountains. From its inception in 1850, the county has embraced entrepreneurialism with the Gold Rush enticing thousands of people to find their independent fortunes. Today, with nearly 5 million people visiting the county each year, the local economy is tourist-driven. The nature of the economy has created a mecca for entrepreneurs, from restaurants to boutique retail stores and a plethora of recreation outlets. Mariposa's business community is still dominated by small businesses, many sole proprietorships.

While the interest in entrepreneurialism is thriving in Mariposa County, the need for daycare can be a challenge. With 17% of the population under 18 years of age and a poverty rate of 14.9%, Mariposa County faces a shortage of child care options. This situation has a long-term effect on employment. With many single parent families in the area, in addition to families with two working parents, the need for daycare facility is critical. In addition, due to the proximity of Yosemite National Park, many of the local jobs are in the hospitality industry, so the need for daycare facilities that offer 24 hour and weekend care is particularly a challenge and a necessity.

Mariposa County has approximately 406 child care slots available across the county. Of those, 53 slots are with preschool programs that only offer ½ day programs and are closed during the summer according to the school district calendar. Another 40 child care slots are located either inside Yosemite National Park or just outside the boundary and serve employees of the National Park Service or related contractors. The remaining 313 child care slots are provided by family home child care providers with varying levels of experience and space to provide services.

A needs assessment survey conducted in the Fall of 2019 by First 5 Mariposa in conjunction with the Mariposa County Health and Human Services Department determined that quality child care services that are available outside of regular school and work hours is critical for the county. A feasibility study would
help Mariposa County determine the sustainability of a child care center that could serve the population with extended care hours.

The County of Mariposa is partnering with First Five California to submit an application to fund a feasibility study regarding a local daycare center/preschool.

The County’s intent is to use the funds to hire a consultant to assess the market to determine if a daycare center/preschool is feasible.

**Scope of Work – Task Narrative**

**INTRODUCTION**

The County of Mariposa hereinafter called “Applicant” is partnering with First Five Mariposa, hereinafter called “Subapplicant”. The applicants wish to hire a consultant to perform a feasibility study for a daycare center/preschool.

**CHILDCARE FEASIBILITY STUDY OVERVIEW**

**TASK 1 - SUBMIT PUBLIC NOTICE FOR RFP**
Submit a public notice to the local newspaper advertising the public hearing for the feasibility study and have the Board of Supervisors (BoS) approve an RFP to recruit consultants to perform such tasks.

**TASK 2 - PUBLIC HEARING FOR RFP**
Conduct a public hearing to discuss the feasibility study for a child care facility in Mariposa County and ask the BoS to approve the distribution of an RFP to recruit consultants to perform the duties necessary to complete the study.

**TASK 3 - RELEASE RFP**
Draft a Request For Proposals (RFP) and distribute via CALED mailing list, on the County website and via First Five.

**TASK 4 - CREATE A REVIEW TEAM TO SCORE AND RANK PROPOSALS**
Organize a team of professionals in the child care/economic development fields to score and rank the proposals.

**TASK 5 - REVIEW PROPOSALS**
Based on an itemized scorecard, the review team will rank the proposals to determine the which consultant will be awarded the bid.

**TASK 6 - HIRE CONSULTANT**
With the approval of the BoS, ask the County Administrative Officer (CAO) to sign an agreement with the winning bid.

**TASK 7 - ESTABLISH PROGRAM SERVICE AREA**
Determine which area of the county the feasibility study will cover.

**TASK 8 - ESTABLISH ELIGIBLE CLIENTS**
Create a criteria that will determine eligible clients of the daycare facility.
1. Number of Children
2. Ages of Children
3. Personal Income
4. Work Hours
5. Work Location
6. Travel Time to Work

TASK 9 - ESTABLISH QUALIFIED WORKFORCE
Reach out to Motherlode Job Training and Mariposa County High School

**Scope of Work – Deliverable Narrative**

Deliverable 1 - RFP DRAFT (Request for Proposal)
Deliverable 2 - PUBLIC HEARING
Deliverable 3 - RFP RELEASE
Deliverable 4 - CHILDCARE REVIEW TEAM
Deliverable 5 - PROPOSAL REVIEW
Deliverable 6 - HIRE CONSULTANT
Deliverable 7 - SERVICE AREA ESTABLISHMENT
Deliverable 8 - ELIGIBLE CLIENT CRITERIA
Deliverable 9 - ELIGIBLE WORKFORCE DETERMINATION

7th Street Dining Project (Using CDBG CARES Act Set Aside Funding) – BUDGET

**Budget Narrative**

Mariposa County will be applying for an OTC ED grant from CDBG that will fund the feasibility study. The estimated outbreak of costs for the project is as follows:

**Estimated Hours and Costs**

<table>
<thead>
<tr>
<th>Task</th>
<th>Hours</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Review Needs Assessment</td>
<td>16</td>
<td>$2,400</td>
</tr>
<tr>
<td>Assess Space Costs / Availability</td>
<td>24</td>
<td>$3,600</td>
</tr>
<tr>
<td>Assess Community’s Ability to Pay</td>
<td>82</td>
<td>$12,300</td>
</tr>
<tr>
<td>Determine Subsidy Potential and Funding Sources</td>
<td>72</td>
<td>$10,800</td>
</tr>
<tr>
<td>Assess Workforce Needs</td>
<td>40</td>
<td>$6,000</td>
</tr>
</tbody>
</table>

**Estimated Total $42,450**
<table>
<thead>
<tr>
<th>Funding Sources</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Assess Workforce Needs</td>
<td>40</td>
<td>$6,000</td>
</tr>
<tr>
<td>Reports, Presentations, Briefings,</td>
<td>65</td>
<td>$9,750</td>
</tr>
<tr>
<td>Planning Calls</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Subtotal</td>
<td></td>
<td>$42,450</td>
</tr>
<tr>
<td>General Administration (7%)</td>
<td></td>
<td>$2,971.50</td>
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<tr>
<td>Miscellaneous</td>
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<td>$4,586.50</td>
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<tr>
<td>GRAND TOTAL</td>
<td></td>
<td>$50,000</td>
</tr>
</tbody>
</table>
MEETING: September 15, 2020
TO: The Board of Supervisors
FROM: Dallin Kimble, County Administrative Officer
RE: Closed Session - Real Property Negotiation

[ ] 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)

[ ] CONFERENCE WITH REAL PROPERTY NEGOTIATOR (Government Code Section 54954.5)
Description of real property: APN 008-080-067
Agency negotiator: Dallin Kimble, County Administrative Officer
Closed session will concern: (X) price; (X) terms of sale.

[ ] THREAT TO PUBLIC SERVICE FACILITIES
Name of law enforcement agency involved: _____________________________
Title of officer of law enforcement agency: _____________________________

[ ] LICENSE/PERMIT DETERMINATION
License or Permit applied for: _____________________________
Number of license or permit applicants: _____________________________
Name of applicant(s): _____________________________
MEETING: September 15, 2020

TO: The Board of Supervisors

FROM: Kevin Cann, District IV Supervisor

RE: NRCS Presentation

TITLE OF PRESENTATION:

Receive a Presentation from the National Resources Conservation Service (Carlos Suarez/NRCS State Conservationist).

The presentation is expected to discuss the NRCS program and its partnership with the County.

BACKGROUND AND HISTORY:

The Board has received similar presentations in the past from other entities and County partners.