Mariposa County

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

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

BOARD OF SUPERVISORS
ACTION SUMMARY MINUTES
SEPTEMBER 3, 2024

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

Chair Menetrey called the meeting to order.

Attendee Name	Title	Status	Arrived
Rosemarie Smallcombe	District I Supervisor	Present	9:00 AM
Shannon Poe	District II Supervisor	Present	9:00 AM
Danette Toso	District III Supervisor	Present	9:00 AM
Wayne Forsythe	District IV Supervisor	Present	9:00 AM
Miles Menetrey	District V Supervisor	Present	9:00 AM

B. Pledge of Allegiance

Chair Menetrey led the pledge.

C. Introductions

None.

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

Chair Menetrey read the consent agenda note. No public comment.

Chair Menetrey commented on CA.5, and Supervisor Poe also commented on CA. 5; he asked what it is that we get more individuals aware of. Shelia Baker/BHB/Director, speaking towards suicide prevention awareness month, noted how they will get information out. She noted the SPOT team does a lot of outreach throughout the year. She noted 209-966-7000 crisis line 24/7 365. She noted the 988 number is from the State of California.

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

SECONDER: District III Supervisor Danette Toso

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

CA1. **Health and Human Services Agency**

Resolution Continuing a Shelter Crisis Local Emergency in Mariposa County

CA2. **Health and Human Services Agency**

Approve First Amendment with Yosemite Fire and Security Extending the End Date to December 31, 2024, for Upgrade to Existing Access Control System; and Authorize the Board of Supervisors Chair to Sign the Amendment

CA3. **Health and Human Services Agency**

Approve an Agreement with the Department of Housing and Urban Development (HUD) in the Amount of $72,590 for Homeless Continuum of Care (CoC) Grant Program; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA4. **Health and Human Services Agency**

Approve an Agreement with Transformations Counseling and Community Services in the Amount of $450,000 for a Three-Year Therapeutic Behavioral Service; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA5. **Health and Human Services Agency**

Proclaim the Month of September 2024 as "Suicide Prevention Awareness Month"

CA6. **Health and Human Services Agency**

Ratify the Signature of the Interim Health and Human Services Director for the Acceptance of the Central California Alliance for Health Grant Agreement in the Amount of $150,000; Approve Budget Action increasing Revenue and Appropriations in the Health and Human Services Agency Public Health Division Budget ($150,000) (4/5ths Vote Required)

CA7. **Health and Human Services Agency**

Approve Certificates of Compliance for the Veterans Affairs Subvention Program and Medi-Cal Cost Avoidance Program for Fiscal Year 2024-25; and Authorize Board of Supervisors Chair to Sign the Certificates

CA8. **Health and Human Services Agency**

Approve an Agreement with Patton Air Conditioning in the Amount of $65,000 for Maintenance and Repair; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA9. **Health and Human Services Agency**

Re-Appoint Margarita King to the Mariposa County Local Child Care Planning Council as a Member

Representing Public Agencies with a Term Expiring September 3rd, 2027; and Re-Appoint Liz Wilcox to the Mariposa County Local Child Care Planning Council as a Member Representing Discretionary with a Term Expiring September 3rd, 2027

CA10. **Health and Human Services Agency**

Approve this First Amendment with Deerfield Solutions, LLC in the Amount of $8,380 for Level of Care Utiliztion System (LOCUS) for Psychiatric and Addiction Services Software Integration and Online Services; and Authorize the Board of Supervisors Chair to Sign the Amendment

CA11. **Library**

Approve Operating Hours for Bassett Memorial Wawona Library Branch

CA12. **Library**

Approve Donation of Aged Library Coin Machines to Madera and Merced County Libraries

CA13. **Planning**

Accept Resignation and Recognize the Service of Susan Clark on the Merced River Trail Community Working Group

CA14. **Public Works**

Approve an Agreement with UniFirst Corporation to Supply Uniform Rental, Laundry Service, Janitorial, and Mat Supply Throughout the County for a Three-Year Term in an Amount Not to Exceed $120,000; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA15. **Air Pollution Control District (APCD)**

Ratify the Acceptance of the Grant Agreement for G23-EIDG-14 from the California Air Resources Board (CARB) in the Amount of $8,583 to Conduct an Inventory of Criteria Pollutant and Air Toxic Emissions Signed by the Air Pollution Control Officer on May 29, 2024

CA16. **Air Pollution Control District (APCD)**

Approve an Agreement with Oceaneering International, Inc., in the Amount of $600 for Air Pollution Control Monitoring Equipment; and Authorize the Air Pollution Control Officer to Sign the Agreement

CA17. **Air Pollution Control District (APCD)**

Approve an Agreement with Environmental Permitting Specialists in the Amount of $20,000 for Environmental Permitting and Consultation; and Authorize the Board of Supervisors Chair to Sign the Agreement

E. Items removed from Consent Agenda

None.

F. Departmental Presentation

Steve Engfer/Planning Director gave a few announcements, noting on September 23rd, there would be a joint workshop. He also mentioned the following Friday the Code Compliance Committee would be considering the final draft of the amnesty program.

G. Public Comment on Non-Agenda Items

None.

H. Regular Agenda Items

1. **Sheriff's Office**

Receive a Presentation by AP Triton, Providing an Update on the Mariposa County Sheriff's Office Organizational and Staffing Analysis

Jeremy Briese/Sheriff introduced the item, noting the need for the study for success today and future. He thanked his staff for being supportive and being open and honest. He noted this study was paid for through the rural county funding for Sheriff's office. He also highlighted Kevin Packard/Undersheriff for carrying this through. He then introduced Ryan Lee/AP Trition who gave a PowerPoint Presentation.

Public comment received by Jeanne Anne-Pine/Resident noted she found the report interesting. She noted the bottom line is the funding. She noted the citizens passed a measure for the hospital and asked if one could be done specifically for the Sheriff's Office. She felt they were amazing and needed more.

Board discussion ensued.

RESULT: PRESENTATION HELD

10:52 AM Chair Menetrey recessed the Board for a quick break and reconvened at **10:58 AM.**

2. **Agricultural Commissioner**

Waive the Second Reading and Adopt an Ordinance titled "Weights and Measures Device Fee"

11:00 AM Chair Menetrey read the item.

Monica Nielsen/Agricultural Commissioner, gave the staff report. No public comment.

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	None
SECONDER:	District III Supervisor Danette Toso
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe

4. **Planning**

Adopt a Resolution Directing Staff to Publish the Geographic Information System (GIS) Online Zoning Look Up Tool that Allows for Digital Online Access to Parcel Specific Zoning Information

Steve Engfer/Planning Director introduced the item. He noted on August 16th, the Planning commission considered this item and recommend it. He began with a PowerPoint Presentation.

Ben Ogren/GIS specialist, went over the tool. In response to Chair Menetrey, he noted that it will be available

on the Planning website.

Public comment was received by Marilyn Saunder/Resident, who noted they are grateful for this active map; it is going to be very helpful.

Board discussion ensued, and kudos were given.

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

3. **Library**

Adopt a Reference Service Policy for Mariposa County Library, Effective Immediately

Item originally H.3, moved to H. 4 at 11:02 AM and came back to this item at 11:34 AM.

Matt Johnson/Librarian, gave the staff report. No public comment was received. Board discussion ensued.

Mr. Johnson asked for an amendment due to the oversight of a single word in one section.

AMEND: Add the word "Financial" with legal and medical advice under section one of the guiding principles.

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

5. **Administration**

Approve a Two-Year Memorandum of Understanding (MOU) with the Mariposa County Managerial Confidential Organization (MCMCO), Effective November 1, 2023; Upon Approval, Remove the Text "Proposed" from *Appendix A*, Thereby Causing *Appendix A* to be Active until Superseded; Authorize the Board of Supervisors Chair to Sign the MOU; Authorize the Auditor to Increase Appropriations to Each Affected Budget Unit to Implement the Provisions of the MOU; and Authorize the Board of Supervisors Chair to Sign the Side Letter to Transition to Biweekly Payroll

Chris Ferbrache/Senior Administrative Analyst gave the staff report. No public comment. Board discussion ensued.

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

6. **Administration**

Approve a Two-Year Memorandum of Understanding (MOU) with the Service Employees International Union Local 521 (SEIU), Effective November 1, 2023; Upon Approval, Remove the Text "Proposed" from *Appendix A*, Thereby Causing *Appendix A* to be Active until Superseded; Authorize the Board of Supervisors Chair to Sign the MOU; Authorize the Auditor to Increase Appropriations to Each Affected Budget Unit to Implement the Provisions of the MOU; and Authorize the Board of Supervisors Chair to Sign the Side Letter to Transition to Biweekly Payroll

Chair Menetrey read the item. Chris Ferbrache gave the staff report. No public comment.

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

7. **Administration**

Approve the Mental Health Clinician Classification Revision in Health and Human Services, Effective Immediately

Chris Ferbrache gave the staff report. No public comment.

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

8. **County Counsel**

Adopt Policy Regarding Pets At Work

Steve Dahlem/County Counsel, gave the staff report. He noted that this policy will supersede the current policy. No public comment was received. Board discussion ensued.

AMENDMENT: Add "Dog is required to be licensed" to the section titled "Which Pets May Participate."

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

9. **Board of Supervisors**

Appoint Dr. Kristina Keheley as the Health and Human Services Agency Director, Effective Immediately

Chair Menetrey gave the staff report.

Public comment received by Kazzy Cunningham spoke on behalf of Sydney Forga, who extended her support

for Keheley. She noted Keheley has stepped in and provided further, noting she is a strong asset to this county. Ms. Cunnigham noted that she has been a great leader and has taken on a lot, and it has been encouraging to have someone from the community as their lead.

Joe Lynch noted he supports Dr. Keheley as a director. He noted they have had a lot of success where they grow talent. He noted that people who are grown here have a great performance record. He noted she has honed her skills, saw it through COVID-19 and post-COVID-19, and noted we are better off with Dr. Keheley in place, having someone from here with her talent and education. He ended with the sentiment that the county is lucky to have her.

Dr. Kristina Keheley/Interim Director, thanked the Board for considering her for this role. She noted that this is a community she cares about, and she thanked her family for their support.

Congratulations were received from all supervisors.

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

I. Closed Session:

Chair Menetrey read the closed session items, and no public comment was received on either of the items.

12:14 PM Chair Menetrey recessed the Board into closed session.

1. **County Counsel**

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

RESULT: CLOSED SESSION HELD

2. **County Counsel**

CLOSED SESSION: Conference With Legal Counsel: Existing Litigation: Jolin Luis v. County of Mariposa, et al.; Mariposa County Superior Court Case No. 23-CVPM-0011975

RESULT: CLOSED SESSION HELD

Report Out

12:37 PM Chair Menetrey reported that information and direction were received and given on both closed session items.

J. Board Information

None.

K. Adjournment

12:38 PM Chair Menetrey adjourned the Board of Supervisors meeting.

Respectfully submitted,

Danielle Bondshu
Clerk of the Board

Miles Menetrey
Chair, Board of Supervisors

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-371

MEETING: September 3, 2024

TO: The Board of Supervisors

FROM: Kristina Keheley, Health and Human Services Agency Director

RE: Resolution Continuing a Shelter Crisis Local Emergency in Mariposa County

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RECOMMENDATION AND JUSTIFICATION

Resolution Continuing a Shelter Crisis Local Emergency in Mariposa County.

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

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

BACKGROUND AND HISTORY OF BOARD ACTIONS

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

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

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

If the County desires to construct and operate an emergency homeless shelter, it is recommended that

the County Board of Supervisors first declare a “shelter crisis” in order to avail itself of the associated powers and liability protections.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

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

FINANCIAL IMPACT

Not Applicable.

ATTACHMENTS

None

VOTE RESULT

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

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-372

MEETING: September 3, 2024

TO: The Board of Supervisors

FROM: Kristina Keheley, Health and Human Services Agency Director

RE: Approve First Amendment with Yosemite Fire and Security Extending the End Date to December 31, 2024, for Upgrade to Existing Access Control System; and Authorize the Board of Supervisors Chair to Sign the Amendment

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RECOMMENDATION AND JUSTIFICATION

Approve First Amendment with Yosemite Fire and Security Extending the End Date to December 31, 2024, for Upgrade to Existing Access Control System; and Authorize the Board of Supervisors Chair to Sign the Amendment.

Yosemite Fire and Security will upgrade the existing Lenel Access control system "in kind" to a Galaxy Access Control system to match the County standard & add four doors at the Lemee Lane office. Yosemite Fire and Security will install new equipment at the Senior Center to match County standard. There is currently no access control system at the Senior Center. HHSA's priority is to maintain the safety and well-being of its staff, clients, and property.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The most recent agreement with Yosemite Fire and Security was approved on January 24, 2023, through Resolution Number 2023-70.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

The Health and Human Services Agency will be severely compromised in protecting our clients as well as staff that serve our community.

FINANCIAL IMPACT

There is no impact to the County General Fund.

ATTACHMENTS

1. **Yosemite Fire & Security 2024-2025**
2. **Yosemite Fire & Security 2023**

VOTE RESULT

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

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

FIRST AMENDMENT TO AGREEMENT FOR UPGRADE TO EXISTING ACCESS CONTROL SYSTEM SERVICES

THIS FIRST AMENDMENT TO AGREEMENT FOR UPGRADE TO EXISTING ACCESS CONTROL SYSTEM SERVICES, is made and entered into this _____ day of _____2024, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as "County," and Yosemite Fire and Security, hereinafter referred to as "Contractor."

WHEREAS, County and Contractor have heretofore entered into an Agreement dated February 7, 2023, wherein Contractor agreed to provide upgrade to existing access control system services; and

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

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

1. The "TERM," is hereby amended to extend the term of the Agreement to December 31, 2024.

Except as herein amended, the Agreement dated February 7, 2023, shall remain in full force and effect.

The Agreement, as hereby amended, is ratified and continued. All provisions, terms, covenants, conditions and promises contained in the Agreement not amended herein shall remain in full force an effect. This Amendment is effective retroactive to September 30, 2023. The parties shall treat the Agreement as if it had been in full force and effect continuously since September 30, 2023, without there having been any interruption of the Agreement whatsoever.

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

COUNTY OF MARIPOSA	CONTRACTOR
_____	_____
Miles Menetrey, Chair Board of Supervisors	Ryan Hansen, President Yosemite Fire and Security

Form Revision Date: 02-26-24

COUNTERSIGNED:
(Government Code §25103)

APPROVED AS TO FORM:

_____
Danielle Bondshu
Clerk of the Board

_____
Steven W. Dahlem
County Counsel

MARIPOSA COUNTY

Health and Human Services · (209) 966-2000

RESOLUTION - ACTION REQUESTED 2023-70

MEETING: February 7, 2023

TO: The Board of Supervisors

FROM: Joe Lynch, Health & Human Services Agency Director

RE: Agreement with Yosemite Fire and Security

RECOMMENDATION AND JUSTIFICATION:
Approve Agreement with Yosemite Fire and Security to provide an upgrade to existing access control system for one of the Health and Human Services Agency (HHSA) buildings for an amount not to exceed $139,110; and Authorize the Board of Supervisors Chair to Sign the Agreement.

Yosemite Fire and Security will upgrade the existing Lenel Access control system "in kind" to a Galaxy Access Control system to match the County standard & add two doors at the Lemee Lane office. Yosemite Fire and Security will install new equipment at the Senior Center to match County standard by adding two doors. There is currently no access control system at the Senior Center. HHSA's priority is to maintain the safety and well-being of its staff, clients, and property.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board of Supervisors does not have a prior agreement with Yosemite Fire and Security for this specific purpose.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
HHSA will be severely compromised in protecting our clients as well as staff that serve our community.

FINANCIAL IMPACT:
There is no impact to the County General Fund.

ATTACHMENTS:
Mariposa County Access Control HSA Building 11-2-2022 with Senior Center (PDF)

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

REF ID# 13685

RES. NO. 2023-70

27955 Yosemite Springs Parkway, Coarsegold Ca. 93614 CSLB #1051121 c-10 & C-16 DIR#1000366263
Phone 559-760-4423 Office 559-868-4100

Mariposa County HHSA Building
5362 Hwy 49 N.
Mariposa Ca. 95338
Date: 12-14-2022

Project name: Access Control system upgrade
Contact: Anthony Rios
Phone #: 209-600-1319

-Scope of Work-

Yosemite Fire & Security (YFS) will upgrade the existing Lenel Access control system "in kind" to a Galaxy Access Control system to match the County standard & Add (4) doors as shown in attachment "A" at the above referenced location.

- **All product included in this proposal is pending manufactures availability at time of acceptance, approved submittals and final order. Yosemite Fire & Security accepts ZERO responsibility of *any* delays or costs associated with delays of specified materials & or cabling included in this proposal.**

-Clarifications-

- This proposal includes the upgrade of (45) existing doors locations with new 22 degree mounting brackets as listed in attachment "A" (attached).
- New system will replace the existing system "In Kind" to match current operation.
- All existing door controllers included in this scope of work will be upgraded to the Galaxy 600 platform.
- **YFS to add (1) new door as shown on the attachment "A". (1) new door at the HHSA building. (Door hardware and installation of door hardware to be completed by owner prior to installation of new access control system components included in attachment "A")**
- New Conduit, back boxes, J Hooks and raceways to be installed as part of this upgrade to be provided and installed by YFS as part of this scope as needed to make system operational.
- New cabling to be provided & installed to DPS (Door Position Switch) and REX (Request to Exit) locations. Adding these devices will generate a "Forced Open" report for each door when completed.
- Any cabling installed will be Riser Rated cable to match existing.
- REX device to be installed on the opposite side of the HID reader for proper operation
- **Existing cabling to be replaced from Front Door to Existing power supply to correct intermittent issue with card reader and access to this location. If conduit or raceway has been damaged and will not allow replacement of new cable, then a T&M tag will be started to complete this scope.**
- (46) additional software licenses are included as part of this upgrade.
- (3) site licenses to be provided to customer as part of this upgrade.
- New Galaxy Access Control System will be added to the existing County Computer networks existing Galaxy software. Customer to provide IT Help during upgrade.
- Existing Software in the customer network will be upgraded from 10.5.1 to 11.6.1 as part of this upgrade. Current computer is assumed to be capable of this upgrade and should be a minimum of Windows 10.
- YFS to provide & install double sided badging printer and camera at new workstation location in current HSA Building including all software and programming.

Yosemite FIRE+SECURITY
27955 Yosemite Springs Parkway, Coarsegold Ca. 93614 CSLB #1051121 c-10 & C-16 DIR#1000366263
Phone 559-760-4423 Office 559-868-4100

- Back drop for camera workstation is not included.
- Customer to be trained on new badging system and will input all personnel folders/files and such internally after training is completed by YFS.
- All programming of new doors to existing Galaxy software including trouble shooting, pre-testing and final testing are included in this scope.
- Removal of the Lenel Software on the county computer system to be completed by owner prior to installation of new licenses listed above.
- Existing Power supplies & Door strikes are assumed to be in good working condition and will be reused as part of this scope.
- HID readers as assumed to be in good working condition and reused as part of this scope.
- All existing Lenel network cabling, station cabling and lock cabling will be reused and is assumed to be in proper working condition.
- Any cabling or device that will be reused needing to be replaced due to being faulty or not proper operation will be done through a change order request prior to replacement.
- All demo is included by YFS.
- Existing system to be tested prior to taking down to confirm operation of items that will be reused as part of this scope.
- Customer to provide access to each location during the day for installation of cabling and devices.
- Existing equipment to be removed and taken by YFS when complete.
- This proposal includes the DIR required Per diem cost for each technician.

-Senior Center Site-

- YFS to provide and install (4) new Access control doors
- Each door location to have (1) Door Contact, (1) Request to Exit, (1) HID Card reader (to match county standard) & 24 volts power to control door strike
- **Door strike to be provided and installed by county prior to YFS installation**
- This system is stand alone and will include (1) site license for 4 doors
- YFS to provide & install double sided badging printer and camera at new workstation location in current HSA Building including all software and programming.
- Back drop for camera workstation is not included.
- Customer to provide server & computer for badging software to reside on. Computer shall have a minimum of Windows (10) for the operating system.
- All conduit, back boxes, J Hooks for above T-Bar or Gyp board and all cabling from IDF location to new devices will be provided and installed by YFS.
- 120 volt power to be provided and installed by others to controller location assumed to be in the IDF room.
- Access to this building will be provided during normal business hours during installation of all items listed in this proposal.

-Duration of project and expectations during installation-

- The estimated duration of this project is approximately 38 workdays for main scope or 48 workdays for all scopes.

27955 Yosemite Springs Parkway, Coarsegold Ca. 93614 CSLB #1051121 c-10 & C-16 DIR#1000366263
Phone 559-760-4423 Office 559-868-4100

- Product delivery once ordered is approximately 15-30 days from date of purchase order.
- Customer can expect to have the access control system down during this time in all locations. YFS will do our diligence to allow as much of the system to be operational during the upgrade period.
- Any security-watch requirements during the upgrade will be done by the owner and is not included in this upgrade.
- YFS will due diligence to complete this scope of work with minimal disruptions to the employees during the installation.
- Customer to provide location for new materials to be stored once on site.
- Customer to provide YFS with a vacuum to clean up after each task.
- Final cleaning to be completed by owner when project is 100% turned over.
- Any materials/trash/items to be disposed of to be placed in customer provided trash container.
- **Progress billing to Mariposa County Health and Human Services Agency will be monthly for equipment and services provided. Mariposa County HHSA will remit payment within 30 calendar days upon receiving invoices.**

- **All work will be done during regular YFS working hours Monday- Friday 7:00am-4:00pm.**
- **All warranty work to be complete during regular YFS working hours listed above.**

This quotation includes only those items denoted by "[X]":

[X] CAD drawings to be provide to YFS at no additional cost
[X] Equipment locations as listed on Attachment "A" for all doors included in this scope
[X] Demolition of existing system while new system is installed
[X] Sales Tax
[X] Freight (F.O.B. shipping point)
[X] Shop Drawings prior to installation
[X] As-Builts when completed
[X] Panel terminations
[X] Technical installation support including programming
[ ] Payment/Performance Bonds
[X] One customer final test
[X] Customer training and operation of system x 3 (2-hour trainings each)
[X] Close out documentation
[X] Interface to non- YFS provided equipment i.e.: Telephone system
[X] Two-year standard parts and one year labor warranty

THIS QUOTATION DOES NOT INCLUDE THE FOLLOWING:

- Cutting, drilling, patching, fire caulking, painting or replacement of ceiling tiles.
- DSA submittals or approval.
- This proposal specifically excludes all premiums associated with UCIP, OCIP, CCIP and PSI"
- Special COVID Protocol causing daily, weekly or monthly delay.

27955 Yosemite Springs Parkway, Coarsegold Ca. 93614 CSLB #1051121 c-10 & C-16 DIR#1000366263
Phone 559-760-4423 Office 559-868-4100

Access Control upgrade
Total investment $139,110.00 includes state/local tax and freight to the jobsite

THANKS-
RYAN HANSEN
Yosemite FIRE+SECURITY USA
Thank you for using Yosemite Fire & Security. Be Safe!
Electronic & LV Sales/Clean Agent Gas Suppression Designer
27955 Yosemite Springs Parkway
Coarsegold Ca. 93614
559-760-4423 cell

The undersigned personally guarantees Subscriber's performance of this agreement and agrees to be bound by all terms as a party herein.

Customer:

Miles Menetrey
Print Name

Signature

FEB 8, 2023
Date

Chair
Title

Yosemite Fire & Security:

Ryan Hansen
Print Name

Signature

12-20-22
Date

President
Title

APPROVED AS TO FORM:
STEVEN W. DAHLEM
COUNTY COUNSEL

27955 Yosemite Springs Parkway, Coarsegold Ca. 93614 CSLB #1051121 c-10 & C-16 DIR#1000366263
Phone 559-760-4423 Office 559-868-4100

"Terms and Conditions"

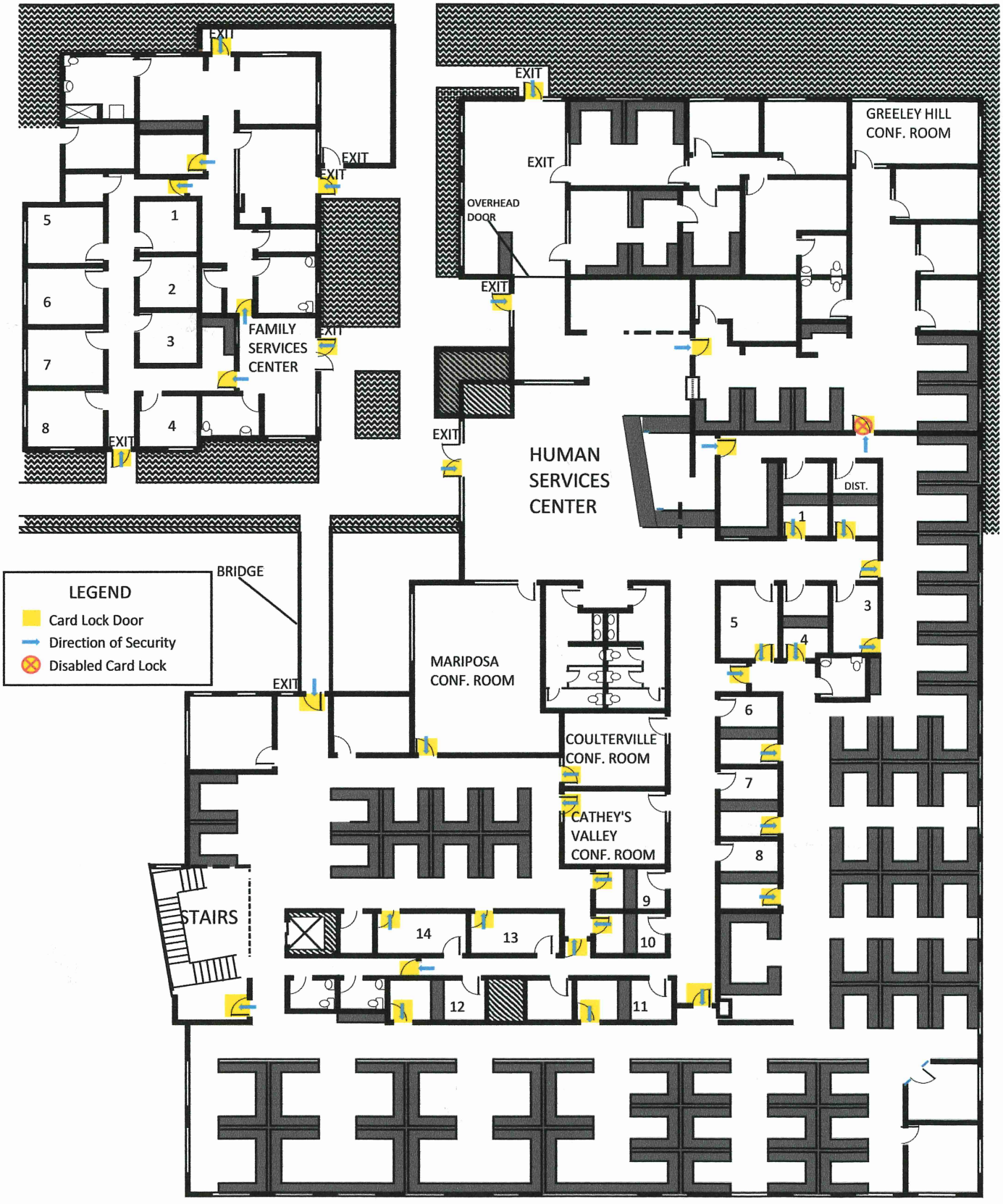
1. Payment. Payments shall be invoiced and due in accordance with the terms and conditions set forth above. Work performed on a time and material basis shall be at the then-prevailing Company rate for material, labor, and related items, in effect at the time supplied under this Agreement. Company shall invoice Customer for progress payments to one hundred (100%) percent based upon equipment delivered or stored, and services performed. Customers without established satisfactory credit shall make payments of cash in advance, upon delivery or as otherwise specified by Company. Where Customer establishes and maintains satisfactory credit, payments shall be due and payable thirty (30) days from date of invoice. Company reserves the right to revoke or modify Customer's credit at its sole discretion. The Customer's failure to make payment when due is a material breach of this Agreement. If Customer fails to make any payment when due, in addition to any other rights and remedies available, Company shall have the right, at Company's sole discretion, to stop performing any Services and/or withhold further deliveries of materials, until the account is current. In the event payment is not received when due, Company may, at its discretion, assess late fees at the rate of 1.5% per month or the maximum rate allowed by law. Customer agrees to pay all costs of collection, including without limitation costs, fees, and attorneys' fees. Customer's failure to make payment when due is a material breach of this Agreement until the account is current. 2. Pricing. The pricing set forth in this Agreement is based on the number of devices to be installed and services to be performed as set forth in the Scope of Work ("Equipment" and "Services"). If the actual number of devices installed or services to be performed is greater than that set forth in the Scope of Work, the price will be increased accordingly. If this Agreement extends beyond one year, Yosemite Fire & Security may increase prices upon notice to the Customer. Customer agrees to pay all taxes, permits, and other charges, including but not limited to state and local sales and excise taxes, however designated, levied or based on the service charges pursuant to this Agreement. 3. Alarm Monitoring Services. Any reference to alarm monitoring services in this Agreement is included for pricing purposes only. Alarm monitoring services are performed pursuant to the terms and conditions of Company's standard alarm monitoring services agreement. 4. Code Compliance. Company does not undertake an obligation to inspect for compliance with laws or regulations unless specifically stated in the Scope of Work. Customer acknowledges that the Authority Having Jurisdiction (e.g. Fire Marshal) may establish additional requirements for compliance with local codes. Any additional services or equipment required will be provided at an additional cost to Customer. 5. Limitation of Liability; Limitations of Remedy. It is understood and agreed by the Customer that Company is not an insurer and that insurance coverage, if any, shall be obtained by the Customer and that amounts payable to company hereunder are based upon the value of the services and the scope of liability set forth in this Agreement and are unrelated to the value of the Customer's property and the property of others located on the premises. Customer agrees to look exclusively to the Customer's insurer to recover for injuries or damage in the event of any loss or injury and that Customer releases and waives all right of recovery against Company arising by way of subrogation. Company makes no guaranty or Warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or services supplied by Company will detect or avert occurrences or the consequences therefrom that the equipment or service was designed to detect or avert. It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of Company to perform any of its obligations under this Agreement. Accordingly, Customer agrees that, Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences therefrom, which the equipment or service was designed to detect or avert. Should Company be found liable for any loss, damage or injury arising from a failure of the equipment or service in any respect, Company's liability shall be limited to an amount equal to the Agreement price (as increased by the price for any additional work) or where the time and material payment term is selected, Customer's time and material payments to Company. Where this Agreement covers multiple sites, liability shall be limited to the amount of the payments allocable to the site where the incident occurred. Such sum shall be complete and exclusive. If Customer desires Company to assume greater liability, the parties shall amend this Agreement by attaching a rider setting forth the amount of additional liability and the additional amount payable by the Customer for the assumption by Company of such greater liability, provided however that such rider shall in no way be interpreted to hold Company as an insurer. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGE, LOSS, INJURY, OR ANY OTHER CLAIM ARISING FROM ANY SERVICING, ALTERATIONS, MODIFICATIONS, CHANGES, OR MOVEMENTS OF THE COVERED SYSTEM(S) OR ANY OF ITS COMPONENT PARTS BY THE CUSTOMER OR ANY THIRD PARTY. COMPANY SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO DAMAGES ARISING FROM THE USE, LOSS OF THE USE, PERFORMANCE, OR FAILURE OF THE COVERED SYSTEM(S) TO PERFORM. The limitations of liability set forth in this Agreement shall inure to the benefit of all parents, subsidiaries and affiliates of company, whether direct or indirect, company's employees, agents, officers and directors. 6. Reciprocal Waiver of Claims (SAFETY Act). Certain of Yosemite Fire & Security systems and services have received Certification and/or Designation as Qualified Anti-Terrorism Technologies ("QATT") under the Support Anti-terrorism by Fostering Effective Technologies Act of 2002, 6 U.S.C. §§ 441444 (the "SAFETY Act"). As required under 6 C.F.R. 25.5 (e), to the maximum extent permitted by law, Yosemite Fire & Security and Customer hereby agree to waive their right to make any claims against the other for any losses, including business interruption losses, sustained by either party or their respective employees, resulting from an activity resulting from an "Act of Terrorism" as defined in 6 C.F.R. 25.2, when QATT have been deployed in defense against, response to, or recovery from such Act of Terrorism. 7. General Provisions. Customer has selected the service level desired after considering and balancing various levels of protection afforded, and their related costs. Customer acknowledges and agrees that by this Agreement, Company, unless specifically stated, does not undertake any obligation to maintain or render Customer's system or equipment as Year 2000 compliant, which shall mean, capable of correctly handling the processing of calendar dates before or after December 31, 1999. All work to be performed by Company will be performed during normal working hours of normal working days (8:00 a.m. – 5:00 p.m., Monday through Friday, excluding Company holidays), as defined by Company, unless additional times are specifically described in this Agreement. Company will perform the services described in the Scope of Work section ("Services") for one or more system(s) or equipment as described in the Scope of Work section or the listed attachments ("Covered System(s)"). The Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention. This Agreement assumes the Covered System(s) are in operational and maintainable condition as of the Agreement date. If, upon initial inspection, Company determines that repairs are recommended, repair charges will be submitted for approval prior to any work. Should such repair work be declined Company shall be relieved from any and all liability arising therefrom. UNLESS OTHERWISE SPECIFIED IN THIS AGREEMENT, ANY INSPECTION (AND, IF SPECIFIED, TESTING) PROVIDED UNDER THIS AGREEMENT DOES NOT INCLUDE ANY MAINTENANCE, REPAIRS, ALTERATIONS, REPLACEMENT OF PARTS, OR ANY FIELD ADJUSTMENTS WHATSOEVER, NOR DOES IT INCLUDE THE CORRECTION OF ANY DEFICIENCIES IDENTIFIED BY COMPANY TO CUSTOMER. COMPANY SHALL NOT BE RESPONSIBLE FOR EQUIPMENT FAILURE OCCURRING WHILE COMPANY IS IN THE PROCESS OF FOLLOWING ITS INSPECTION TECHNIQUES, WHERE THE FAILURE ALSO RESULTS FROM THE AGE OR OBSOLESCENCE OF THE ITEM OR DUE TO NORMAL WEAR AND TEAR. THIS AGREEMENT DOES NOT COVER SYSTEMS, EQUIPMENT, COMPONENTS OR PARTS THAT ARE BELOW GRADE, BEHIND WALLS OR OTHER OBSTRUCTIONS OR EXTERIOR TO THE BUILDING, ELECTRICAL WIRING, AND PIPING. 8. Customer Responsibilities. Customer shall furnish all necessary facilities for performance of its work by Company, adequate space for storage and handling of materials, light, water, heat, heat tracing, electrical service, local telephone, watchman, and crane and elevator service and necessary permits. Where wet pipe system is installed, Customer shall supply and maintain sufficient heat to prevent freezing of the system. Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention. This Agreement assumes any existing system(s) are in operational and maintainable condition as of the Agreement date. If, upon initial inspection, Company determines that repairs are recommended, repair charges will be submitted for approval prior to any work. Should such repair work be declined Company shall be relieved from any and all liability arising therefrom. Customer shall further: supply required schematics and drawings unless they are to be supplied by Company in accordance with this Agreement; Provide a safe work environment, in the event of an emergency or Covered System(s) failure, take reasonable safety

precautions to protect against personal injury, death, and property damage, continue such measures until the Covered System(s) are operational, and notify Company as soon as possible under the circumstances. Provide Company access to any system(s) to be serviced, Comply with all laws, codes, and regulations pertaining to the equipment and/or services provided under this agreement. 9. Excavation. In the event the Work includes excavation, Customer shall pay, as an extra to the contract price, the cost of any additional work performed by Company dues to water, quicksand, rock or other unforeseen condition or obstruction encountered or shoring required. 10. Structure and Site Conditions. While employees of Company will exercise reasonable care in this respect, Company shall be under not responsibility for loss or damage due to the character, condition or use of foundations, walls, or other structures not erected by It or resulting from the excavation in proximity thereto, or for damage resulting from concealed piping, wiring, fixtures, or other equipment or condition of water pressure. All shoring or protection offoundation, walls or other structures subject to being disturbed by any excavation required hereunder shall be the responsibility of Customer. Customer shall have all things in readiness for installation including, without limitation, structure to support the sprinkler system and related equipment (including tanks), other materials, floor or suitable working base, connections and facilities for erection at the time the materials are delivered. In the event Customer fails to have all things in readiness at the time scheduled for receipt of materials, Customer shall reimburse Company for all expenses caused by such failure. Failure to make areas available to Company during performance in accordance with schedules that are the basis for Company's proposal shall be considered a failure to have things in readiness in accordance with the terms of this Agreement. 11. Confined Space. If access to confined space by Company is required for the performance of Services, Services shall be scheduled and performed in accordance with Company's then current hourly rate. 12. Hazardous Materials. Customer represents that, except to the extent that Company has been given written notice of the following hazards prior to the execution of this Agreement, to the best of Customer's knowledge there is no: □ "permit confined space," as defined by OSHA, □ risk of infectious disease, □ need for air monitoring, respiratory protection, or other medical risk, asbestos, asbestos-containing material, formaldehyde or other potentially toxic or otherwise hazardous material contained in or on the surface of the floors, walls, ceilings, insulation or other structural components of the area of any building where work is required to be performed under this Agreement. All of the above are hereinafter referred to as "Hazardous Conditions". Company shall have the right to rely on the representations listed above. If hazardous conditions are encountered by Company during the course of Company's work, the discovery of such materials shall constitute an event beyond Company's control and Company shall have no obligation to further perform in the area where the hazardous conditions exist until the area has been made safe by Customer as certified in writing by an independent testing agency, and Customer shall pay disruption expenses and re-mobilization expenses as determined by Company. This Agreement does not provide for the cost of capture, containment or disposal of any hazardous waste materials, or hazardous materials, encountered in any of the Covered System(s) and/or during performance of the Services. Said materials shall at all times remain the responsibility and property of Customer. Company shall not be responsible for the testing, removal or disposal of such hazardous materials. 13. OSHA Compliance. Customer shall indemnify and hold Company harmless from and against any and all claims, demands and/or damages arising in whole or in part from the enforcement of the Occupational Safety Health Act (and any amendments or changes thereto) unless said claims, demands or damages are a direct result of causes within the exclusive control of Company. 14. Interferences. Customer shall be responsible to coordinate the work of other trades (including but not limited to ducting, piping, and electrical) and for and additional costs incurred by Company arising out of interferences to Company's work caused by other trades. 15. Modifications and Substitutions. Company reserves the right to modify materials, including substituting materials of later design, providing that such modifications or substitutions will not materially affect the performance of the Covered System(s). 16. Changes, Alterations, Additions. Changes, alterations and additions to the Scope of Work, plans, specifications or construction schedule shall be invalid unless approved in writing by Company. Should changes be approved by Company, that increase or decrease the cost of the work to Company, the parties shall agree, in writing, to the change in price prior t0 performance of any work. However, if no agreement is reached prior to the time for performance of said work, and Company elects to perform said work so as to avoid delays, then Company's estimate as to the value of said work shall be deemed accepted by Customer. In addition, Customer shall pay for all extra work requested by Customer or made necessary because of incompleteness or inaccuracy of plans or other information submitted by Customer with respect to the location, type of occupancy, or other details of the work to be performed. In the event the layout of Customer's facilities has been altered, or is altered by Customer prior to the completion of the Work, Customer shall advise Company, and prices, delivery and completion dates shall be changed by Company as may be required. 17. Commodities Availability. Company shall not be responsible for failure to provide services, deliver products, or otherwise perform work required by this Agreement due to lack of available steel products or products made from plastics or other commodities. 1) In the event Company is unable, after reasonable commercial efforts, to acquire and provide steel products, or products made from plastics or other commodities, if required to perform work required by this Agreement, Customer hereby agrees that Company may terminate the Agreement, or the relevant portion of the Agreement, at no additional cost and without penalty. Customer agrees to pay Company in full for all work performed up to the time of any such termination. 2) If Company is able to obtain the steel products or products made from plastics or other commodities, but the price of any of the products has risen by more than 10% from the date of the bid, proposal or date Company executed this Agreement, whichever occurred first, then Company may pass through that increase through a reasonable price increase to reflect increased cost of materials. 18. Project Claims. Any claim of failure to perform against Company arising hereunder shall be deemed waived unless received by Company, in writing specifically setting forth the basis for such claim, within ten (10) days after such claims arises. 19. Back charges. No charges shall be levied against the Seller unless seventy-two (72) hours prior written notice is given to Company to correct any alleged deficiencies which are alleged to necessitate such charges and unless such alleged deficiencies are solely and directly caused by Company. 20. System Equipment. The purchase of equipment or peripheral devices (including but not limited to smoke detectors, passive infrared detectors, card readers, sprinkler system components, extinguishers and hoses) from Company shall be subject to the terms and conditions of this Agreement. If, in Company's sole judgment, any peripheral device or other system equipment, which is attached to the Covered System(s), whether provided by Company or a third party, interferes with the proper operation of the Covered System(s), Customer shall remove or replace such device or equipment promptly upon notice from Company. Failure of Customer to remove or replace the device shall constitute a material breach of this Agreement. If Customer adds any third-party device or equipment to the Covered System(s), Company shall not be responsible for any damage to or failure of the Covered System(s) caused in whole or in part by such device or equipment. 21. Reports. Where inspection and/or test services are selected, such inspection and/or test shall be completed on Company's then current Report form, which shall be given to Customer, and, where applicable, Company may submit a copy thereof to the local authority having jurisdiction. The Report and recommendations by Company are only advisory in nature and are intended to assist Customer in reducing the risk of loss to property by indicating obvious defects or impairments noted to the system and equipment inspected and/or tested. They are not intended to imply that no other defects or hazards exist or that all aspects of the Covered System(s), equipment, and components are under control at the time of inspection. Final responsibility for the condition and operation of the Covered System(s) and equipment and components lies with Customer. 22. Limited Warranty. Subject to the limitations below, Company warrants any equipment (as distinguished from the Software) installed pursuant to this Agreement to be free from defects in material and workmanship under normal use for a period of one (1) year from the date of first beneficial us or all or any part of the Covered System(s) or 18 months after Equipment shipments, whichever is earlier, provided however, that Company's soles liability, and Customer's sole remedy, under this limited warranty shall be limited to the repair or replacement of the Equipment or any part thereof, which Company determines is defective, at Company's sole option and subject to the availability of service personnel and parts, as determined by Company. Company warrants expendable items, including, but not limited to, video and print heads, television camera tubes, video monitor displays tubes, batteries and certain other products in accordance with the applicable manufacturer's warranty. Company does not warrant devices designed to fail in protecting the System, such as, but not limited to, fuses and circuit breakers. Company warrants that any Company software described in this Agreement, as well as software contained in or sold as part of any Equipment described in this Agreement, will reasonably conform to its published specifications in effect at the time of delivery and for ninety (90) days after delivery. However, Customer agrees and acknowledges that the software may

have inherent defects because of its complexity. Company's sole obligation with respect to software, and Customer's sole remedy, shall be to make available published modifications, designed to correct inherent defects, which become available during the warranty period. If Repair Services are included in this Agreement, Company warrants that its workmanship and material for repairs made pursuant to this Agreement will be free from defects for a period of ninety (90) days from the date of furnishing. EXCEPT AS EXPRESSLY SET FORTH HEREIN, COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES PERFORMED OR THE PRODUCTS, SYSTEMS OR EQUIPMENT, IF ANY, SUPPORTED HEREUNDER. COMPANY MAKES NO WARRANTY OR REPRESENTATION, AND UNDERTAKES NO OBLIGATION TO ENSURE BY THE SERVICES PERFORMED UNDER THIS AGREEMENT, THAT COMPANY'S PRODUCTS OR THE SYSTEMS OR EQUIPMENT OF THE CUSTOMER WILL CORRECTLY HANDLE THE PROCESSING OF CALENDAR DATES BEFORE OR AFTER DECEMBER 31, 1999. Warranty service will be performed during Company's normal working hours. If Customer requests warranty service at other than normal working hours, service will be performed at Company's then current rates for after ours services. All repairs or adjustments that are or may become necessary shall be performed by and authorized representative of Company. Any repairs, adjustments or interconnections performed by Customer or any third party shall void all warranties. 23. Indemnity. Customer agrees to indemnify, hold harmless and defend Company against any and all losses, damages, costs, including expert fees and costs, and expenses including reasonable defense costs, arising from any and all third party claims for personal injury, death, property damage or economic loss, including specifically any damages resulting from the exposure of workers to Hazardous Conditions whether or not Customer pre-notifies Company of the existence of said hazardous conditions, arising in any way from any act or omission of Customer or Company relating in any way to this Agreement, including but not limited to the Services under this Agreement, whether such claims are based upon contract, warranty, tort (including but not limited to active or passive negligence), strict liability or otherwise. Company reserves the right to select counsel to represent it in any such action. 24. Insurance. Customer shall name Company, its officers, employees, agents, subcontractors, suppliers, and representatives as additional insureds on Customer's general liability and auto liability policies. 25. Termination. Any termination under the terms of this Agreement shall be made in writing. In the event Customer terminates this Agreement prior to completion for any reason not arising solely from Company's performance or failure to perform, Customer understands and agrees that Company will incur costs of administration and preparation that are difficult to estimate or determine. Accordingly, should Customer terminate this Agreement as described above, Customer agrees to pay all charges incurred for products and equipment installed and services performed, and in addition pay an amount equal to twenty (20%) percent of the price of products and equipment not yet delivered and Services not yet performed, return all products and equipment delivered and pay a restocking fee of twenty (20%) percent the price of products or equipment returned. Company may terminate this Agreement immediately at its sole discretion upon the occurrence of any Event of Default as hereinafter defined. Company may also terminate this Agreement at its sole discretion upon notice to Customer if Company's performance of its obligations under this Agreement becomes impracticable due to obsolescence of equipment at Customer's premises or unavailability of parts. 26. No Option to Solicit. Customer shall not, directly or indirectly, on its own behalf or on behalf of any other person, business, corporation or entity, solicit or employ any Company employee, or induce any Company employee to leave his or her employment with Company, for a period of two years after the termination of this Agreement. 27. Default. An Event of Default shall be 1) failure of the Customer to pay any amount within ten (10) days after the amount is due and payable, 2) abuse of the System or the Equipment, 3) dissolution, termination, discontinuance, insolvency or business failure of Customer. Upon the occurrence of an Event of Default, Company may pursue one or more of the following remedies, 1) discontinue furnishing Services, 2) by written notice to Customer declare the balance of unpaid amounts due and to become due under the this Agreement to be immediately due and payable, provided that all past due amounts shall bear interest at the rate of 1 ½% per month (18% per year) or the highest amount permitted by law, 3) receive immediate possession of any equipment for which Customer has not paid. 4) proceed at law or equity to enforce performance by Customer or recover damages for breach of this Agreement, and 5) recover all costs and expenses, including without limitation reasonable attorneys' fees, in connection with enforcing or attempting to enforce this Agreement. 28. Exclusions. Unless expressly included in the Scope of Work, this Agreement expressly excludes, without limitation, testing inspection and repair of duct detectors, beam detectors, and UV/IR equipment; provision of fire watches; clearing of ice blockage; draining of improperly pitched piping; replacement of batteries; recharging of chemical suppression systems; reloading of, upgrading, and maintaining computer software; system upgrades and the replacement of obsolete systems, equipment, components or parts; making repairs or replacements necessitated by reason of negligence or misuse of components or equipment or changes to Customer's premises, vandalism, corrosion (including but not limited to micro bacterially induced corrosion ("MIC")), power failure, current fluctuation, failure due to non-Company installation, lightning, electrical storm, or other severe weather, water, accident, fire, acts of God or any other cause external to the Covered System(s). Repair Services provided pursuant to this Agreement do not cover and specifically excludes system upgrades and the replacement of obsolete systems, equipment, components or parts. All such services may be provided by Company at Company's sole discretion at an additional charge. If Emergency Services are expressly included in the scope of work section, the Agreement price does not include travel expenses. 29. Force Majeure; Delays. Company shall not be liable for any damage or penalty for delays or failure to perform work due to acts of God, acts or omissions of Customer, acts of civil or military authorities, Government regulations or priorities, fires, epidemics, quarantine, restrictions, war, riots, civil disobedience or unrest, strikes, delays in transportation, vehicle shortages, differences with workmen, inability to obtain necessary labor, material or manufacturing facilities, defaults of Company's subcontractors, failure or delay in furnishing compete information by Customer with respect to location or other details of work to be performed, impossibility or impracticability of performance or any other cause or causes beyond Company's control, whether or not similar to the foregoing. In the event of any delay caused as aforesaid, completion shall be extended for a period equal to any such delay, and this contract shall not be void or voidable as a result of the delay. In the event work is temporarily discontinued by any of the foregoing, all unpaid installments of the contract price, les an amount equal to the value of material and labor not furnished, shall be due and payable upon receipt of invoice by Customer. 30. One-Year Limitation on Actions; Choice of Law. It is agreed that no suit, or cause of action or other proceeding shall be brought against either party more than one (1) year after the accrual of the cause of action or one (1) year after the claim arises, whichever is shorter, whether known or unknown when the claim arises or whether based on tort, contract, or any other legal theory. The laws of Massachusetts shall govern the validity, enforceability, and interpretation of this Agreement. 31. Assignment. Customer may not assign this Agreement without Company's prior written consent. Company may assign this Agreement to an affiliate without obtaining Customer's consent. 32. Entire Agreement. The parties intend this Agreement, together with any attachments or Riders (collectively the "Agreement) to be the final, complete and exclusive expression of their Agreement and the terms and conditions thereof. This Agreement supersedes all prior representations, understandings or agreements between the parties, written or oral, and shall constitute the sole terms and conditions of sale for all equipment and services. No waiver, change, or modification of any terms or conditions of this Agreement shall be binding on Company unless made in writing and signed by an Authorized Representative of Company. 33. Severability. If any provision of this Agreement is held by any court or other competent authority to be void or unenforceable in whole or in part, this Agreement will continue to be valid as to the other provisions and the remainder of the affected provision. 34. Legal Fees. Company shall be entitled to recover from the customer all reasonable legal fees incurred in connection with Company enforcing the terms and conditions of this Agreement.

Attachment "A"

Mariposa County HHSA
Door Security Map
Erick Hanneman • 2022



HUMAN SERVICES CENTER & FAMILY SERVICES CENTER

Mariposa County HHSA
Door Security Map
Erick Hanneman • 2022



HSC Lower Level

LEGEND
- Card Lock Door
- Direction of Security
- Disabled Card Lock

HSC LOWER LEVEL EVACUATION ROUTES

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-373

MEETING: September 3, 2024

TO: The Board of Supervisors

FROM: Kristina Keheley, Health and Human Services Agency Director

RE: Approve an Agreement with the Department of Housing and Urban Development (HUD) in the Amount of $72,590 for Homeless Continuum of Care (CoC) Grant Program; and Authorize the Board of Supervisors Chair to Sign the Agreement

---

RECOMMENDATION AND JUSTIFICATION

Approve an Agreement with the Department of Housing and Urban Development (HUD) in the Amount of $72,590 for Homeless Continuum of Care (CoC) Grant Program; and Authorize the Board of Supervisors Chair to Sign the Agreement.

Mariposa County joined the Central Sierra Continuum of Care, consisting of Amador, Calaveras, and Tuolumne Counties, in January 2015. One benefit of joining this existing CoC is that the County is now able to apply for various State and Federal funding streams, to design and implement homeless assistance and supportive services programs to meet the increased needs of homeless families and individuals. This was a direction identified in the Homeless Strategic Plan that was finalized and approved by the Board of Supervisors on June 9, 2015.

At this time, Mariposa County Health and Human Services Agency (HHSA) has applied and accepted funds to support Permanent Supportive Housing for 4-5 chronically homeless individuals in the community. Permanent Supportive Housing is an evidence-based model that puts individuals with significant mental health or healthcare needs into housing with the necessary supports to ensure they are able to successfully remain in housing through case management and in-home help and life skills training. HHSA will leverage other funding sources in Mental Health and Social Services in order to provide the staffing and case management support necessary to meet the needs of individuals. The necessary support will be determined based on the individual needs of the clients served.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board of Supervisors approved HUD CoC Grant Program Agreement on December 19, 2023, through
Resolution Number 2023-657.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve the HUD CoC Grant Program Agreement, HHSA will need to identify other funding options to carry out the strategies identified in the Homeless Strategic Plan.

FINANCIAL IMPACT

There is no impact on the General Fund.

ATTACHMENTS

1. U.S. Department of Housing and Urban Development (Grant) 2025

VOTE RESULT

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

U.S. Department of Housing and Urban Development
Office of Community Planning and Development
San Francisco Regional Office
One Sansome Street, Suite 1200
San Francisco, CA 94104-4430

Grant Number: CA1486L9T262308
Recipient's Name: County of Mariposa
Tax ID Number: 94-6000880
Unique Entity Identifier [SAM]: PNG4LUYEKK53
Federal Award Date: 8/6/2024

CONTINUUM OF CARE PROGRAM (CDFA# 14.267)
GRANT AGREEMENT

This Grant Agreement ("this Agreement") is made by and between the United States Department of Housing and Urban Development ("HUD") and County of Mariposa (the "Recipient").

This Agreement, the Recipient's use of funds provided under this Agreement (the "Grant" or "Grant Funds"), and the Recipient's operation of projects assisted with Grant Funds are governed by

1. The Consolidated Appropriations Act, 2023 (Pub. L. 117-328, approved December 29, 2022)

2. title IV of the McKinney-Vento Homeless Assistance Act 42 U.S.C. 11301 et seq. (the "Act");

3. the Continuum of Care Program rule at 24 CFR part 578 (the "Rule"), as amended from time to time;

4. and the Notice of Funding Opportunity for the fiscal year in which the funds were awarded; and

5. the Recipient's application submissions on the basis of which these Grant Funds were approved by HUD, including the certifications, assurances, technical submission documents, and any information or documentation required to meet any grant award condition (collectively, the "Application").

The Application is incorporated herein as part of this Agreement, except that only the project (those projects) listed below are funded by this Agreement. In the event of any conflict between any application provision and any provision contained in this Agreement, this Agreement shall control. Capitalized terms that are not defined in this agreement shall have the meanings given in the Rule.

HUD's total funding obligation authorized by this grant agreement is $75,970, allocated between the project(s) listed below (each identified by a separate grant number) and, within those projects, between budget line items, as shown below. The Grant Funds an individual project will receive are as shown in the Application on the final HUD-approved Summary Budget for the project. Recipient shall use the Grant Funds provided for the projects listed below, during the budget period(s) period stated below.

Grant No.	Grant Term	Performance Period	Total Amount
CA1486L9T262308	12 months	01-01-2025 - 12-31-2025	$75,970

a. Continuum of Care planning activities	$0
b. Acquisition	$0
c. Rehabilitation	$0
d. New construction	$0
e. Leasing	$39,743
f. Rental assistance	$0
g. Supportive services	$0
h. Operating costs	$31,227
i. Homeless Management Information System	$0
j. VAWA	$0
k. Rural	$0
l. Admin Costs	$5,000
m. Relocation Costs	$0
n. HPC homelessness prevention activities:	
Housing relocation and stabilization services	$0
Short-term and medium-term rental assistance	$0

Pre-award Costs for Continuum of Care Planning

The Recipient may, at its own risk, incur pre-award costs for continuum of care planning awards, after the date of the HUD selection notice and prior to the effective date of this Agreement, if such costs: a) are consistent with 2 CFR 200.458; and b) would be allowable as a post-award cost; and c) do not exceed 10 percent of the total funds obligated to this award. The incurrence of pre-award costs in anticipation of an award imposes no obligation on HUD either to make the award, or to increase the amount of the approved budget, if the award is made for less than the amount anticipated and is inadequate to cover the pre-award costs incurred.

These provisions apply to all Recipients:

If any new projects funded under this Agreement are for project-based rental assistance for a term of fifteen (15) years, the funding provided under this Agreement is for the performance period stated herein only. Additional funding is subject to the availability of annual appropriations.

The budget period and performance period of renewal projects funded by this Agreement will begin immediately at the end of the budget period and performance period of the grant being renewed. Eligible costs incurred between the end of Recipient's budget period and performance period under the grant being renewed and the date this Agreement is executed by both parties may be reimbursed with Grants Funds from this Agreement. No Grant Funds for renewal projects may be drawn down by Recipient before the end date of the project's budget period and performance period under the grant that has been renewed.

For any transition project funded under this Agreement the budget period and performance period of the transition project(s) will begin immediately at the end of the Recipient's final operating year under the grant being transitioned. Eligible costs, as defined by the Act and the Rule incurred between the end of Recipient's final operating year under the grant being transitioned and the execution of this Agreement may be paid with funds from the first operating year of this Agreement.

HUD designations of Continuums of Care as High-performing Communities (HPCS) are published on HUD.gov in the appropriate Fiscal Years' CoC Program Competition Funding Availability page. Notwithstanding anything to the contrary in the Application or this Agreement, Recipient may only use grant funds for HPC Homelessness Prevention Activities if the Continuum that designated the Recipient to apply for the grant was designated an HPC for the applicable fiscal year.

The Recipient must complete the attached "Indirect Cost Rate Schedule" and return it to HUD with this Agreement. The Recipient must provide HUD with a revised schedule when any change is made to the rate(s) included in the schedule. The schedule and any revisions HUD receives from the Recipient will be incorporated into and made part of this Agreement, provided that each rate included satisfies the applicable requirements under 2 CFR part 200 (including appendices).

This Agreement shall remain in effect until the earlier of 1) written agreement by the parties; 2) by HUD alone, acting under the authority of 24 CFR 578.107; 3) upon expiration of the budget period and performance period for all projects funded under this Agreement; or 4) upon the expiration of the period of availability of Grant Funds for all projects funded under this Agreement.

HUD notifications to the Recipient shall be to the address of the Recipient as stated in the Recipient's applicant profile in e-snaps. Recipient notifications to HUD shall be to the HUD Field Office executing the Agreement. No right, benefit, or advantage of the Recipient hereunder may be assigned without prior written approval of HUD.

Build America, Buy America Act. The Grantee must comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the Grantee's infrastructure project. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.

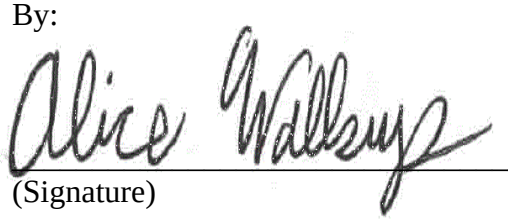
The Agreement constitutes the entire agreement between the parties and may be amended only in writing executed by HUD and the Recipient.

By signing below, Recipients that are states and units of local government certify that they are following a current HUD approved CHAS (Consolidated Plan).

This agreement is hereby executed on behalf of the parties as follows:

UNITED STATES OF AMERICA,
Secretary of Housing and Urban Development

By:



(Signature)

Alice Walkup, Director
(Typed Name and Title)

August 6, 2024
(Date)

RECIPIENT

County of Mariposa
(Name of Organization)

By:

_____
(Signature of Authorized Official)

_____
(Typed Name and Title of Authorized Official)

_____
(Date)

Indirect Cost Schedule

Agency/Dept./Major Function	Indirect Cost Rate	Direct Cost Base

This schedule must include each indirect cost rate that will be used to calculate the Recipient's indirect costs under the grant. The schedule must also specify the type of direct cost base to which each included rate applies (for example, Modified Total Direct Costs (MTDC)). Do not include indirect cost rate information for subrecipients.

For government entities, enter each agency or department that will carry out activities under the grant, the indirect cost rate applicable to each department/agency (including if the de minimis rate is used per 2 CFR §200.414), and the type of direct cost base to which the rate will be applied.

For nonprofit organizations that use the Simplified Allocation Method for indirect costs or elects to use the de minimis rate of 10% of Modified Total Direct Costs in accordance with 2 CFR §200.414, enter the applicable indirect cost rate and type of direct cost base in the first row of the table.

For nonprofit organizations that use the Multiple Base Allocation Method, enter each major function of the organization for which a rate was developed and will be used under the grant, the indirect cost rate applicable to that major function, and the type of direct cost base to which the rate will be applied.

To learn more about the indirect cost requirements, see 24 CFR 578.63; 2 CFR part 200, subpart E; Appendix IV to Part 200 (for nonprofit organizations); and Appendix VII to Part 200 (for state and local governments).

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-374

MEETING: September 3, 2024

TO: The Board of Supervisors

FROM: Kristina Keheley, Health and Human Services Agency Director

RE: Approve an Agreement with Transformations Counseling and Community Services in the Amount of $450,000 for a Three-Year Therapeutic Behavioral Service; and Authorize the Board of Supervisors Chair to Sign the Agreement

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RECOMMENDATION AND JUSTIFICATION

Approve an Agreement with Transformations Counseling and Community Services in the Amount of $450,000 for a Three-Year Therapeutic Behavioral Service; and Authorize the Board of Supervisors Chair to Sign the Agreement.

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

This three (3) year agreement has a not to exceed spend limit annually of $150,000 for a total of $450,000.

BACKGROUND AND HISTORY OF BOARD ACTIONS

This is the first Therapeutic Behavioral Services agreement with Transformations Counseling & Community Services.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

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

FINANCIAL IMPACT

There is no impact to the General Fund.

ATTACHMENTS

1. **Transformations Counseling & Community Services 25-27**

VOTE RESULT

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

AGREEMENT FOR THERAPEUTIC BEHAVIORAL COUNSELING SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2024, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as "County," and Transformations Counseling hereinafter referred to as "Contractor," pursuant to the following terms and conditions.

W I T N E S S E T H:

1. TERM

The term of this Agreement shall be for a period of three (3) years, commencing on July 1st, 2024, through and including June 30th, 2027.

2. SERVICES

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

3. COMPENSATION

The maximum compensation payable to Contractor under this Agreement will not exceed $150,000 annually or $450,000 for the entirety of the three-year contract. Contractor shall be compensated for services performed on an hourly rate as set forth in Exhibit B, "Cost Proposal," which is attached hereto and incorporated herein by reference. County shall pay Contractor within thirty (30) days of receipt of an approved invoice.

4. INSURANCE

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

A. <u>MINIMUM SCOPE AND LIMIT OF INSURANCE</u>

Coverage shall be at least as broad as:

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

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

(3) Professional Liability (Errors and Omissions): Insurance appropriate to Contractor's profession, with a limit of no less than $1,000,000 per occurrence or claim, $2,000,000 aggregate.

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

B. OTHER INSURANCE PROVISIONS

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

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

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

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

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

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

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

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

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

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

5. HOLD HARMLESS/INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall release, hold harmless, defend at its own expense, and indemnify County, its officers, employees, agents, and volunteers, from and against any and all claims, losses, damages, lawsuits, liabilities and expenses, including but not limited to reasonable attorneys' fees, including but not limited to those attributable to bodily injury, sickness, disease, death or injury to or destruction of property, including the loss therefrom, which arises out of or is in any way connected with the performance of this Agreement (collectively "Liabilities") to the extent caused by Contractor or its officers, agents or employees, except where such Liabilities are caused by the sole negligence or willful misconduct of County.

6. INDEPENDENT CONTRACTOR

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

7. PUBLIC EMPLOYEES RETIREMENT SYSTEM (CALPERS)

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

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

8. STATE AND FEDERAL TAXES

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

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

9. AUDITS AND INSPECTIONS

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

10. ASSIGNMENT

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

11. NOTICE

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

CONTRACTOR:
Christine Doss
Transformations Counseling

COUNTY:
County of Mariposa
5362 Lemee Lane

5010 Hwy 140, Suite A
Mariposa, CA 95338

P.O. Box 99
Mariposa, CA 95338

12. COMPLIANCE

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

13. PUBLIC RECORDS ACT

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

14. ENTIRE AGREEMENT AND MODIFICATION

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

15. ENFORCEABILITY AND SEVERABILITY

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

16. TERMINATION AND RIGHTS UPON TERMINATION

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

B. Either party may terminate this Agreement for convenience upon 30 calendar days' written notice to the other party. Upon termination for convenience, Contractor shall be

entitled to compensation for services performed acceptably up to the effective date of termination, as set forth in Exhibit B.

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

[ONLY FOR PROJECT OPTION]

D. If County terminates this Agreement for default or material breach, then Contractor shall be liable for any reasonable costs in excess of the Agreement amount incurred by County in order to complete Exhibit A, "Scope of Work." In addition, Contractor understands and agrees that County may, in County's sole discretion, refuse to pay Contractor for that portion of Contractor's services which were performed by Contractor prior to the termination date and which remain unacceptable to County as of the termination date.

17. NO WAIVER

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

18. DISPUTES

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

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

19. CAPTIONS

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

20. NUMBER AND GENDER

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

21. MANDATORY AND PERMISSIVE

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

22. SUCCESSORS AND ASSIGNS

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

23. COUNTERPARTS/ELECTRONIC, FACSIMILE, AND PDF SIGNATURES

This agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA"), Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA, as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code. Facsimile signatures or signatures transmitted via pdf document shall be treated as originals for all purposes.

24. OTHER DOCUMENTS

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

25. CONTROLLING LAW

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

26. AUTHORITY

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

27. NEGOTIATED AGREEMENT

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

28. NO RELIANCE ON REPRESENTATIONS

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

29. WARRANTY

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

30. FUNDING AVAILABILITY

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

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

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

COUNTY OF MARIPOSA

_____

Miles Menetrey, Chair
Board of Supervisors

CONTRACTOR

_____

Christine Doss, Director
Christine Doss Dba: Transformations
Counseling & Community Services

COUNTERSIGNED:
(Government Code §25103)

_____

Danielle Bondshu
Clerk of the Board

APPROVED AS TO FORM:

_____

Steven W. Dahlem
County Counsel

Exhibit A
SCOPE OF WORK

The Contractor will deliver Therapeutic Behavioral Services (TBS) to the children and youth **residing of the northern region** of Mariposa County. These individuals must be eligible for Medi-Cal, meet criteria for TBS services, and are referred by Mariposa County Health and Human Services Agency (HHSA).

Description of TBS

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

Staffing

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

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

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

Contractor will provide the names of staff providing services and either proof of clearance for the following exclusion lists by the 5th of the month: OIG Exclusion Database, OIG Exclusion Database (waiver), California Medi-Cal Suspended and Ineligible provider list, Board of

Behavioral Sciences (if applicable), National Provider Identifier Registry and the Social Security Death Master File or provide Name, Date of Birth, Social Security number and license number (if applicable) for all providers to allow the county to check the exclusion lists.

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

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

Referrals

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

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

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

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

Services

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

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

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

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

Invoicing

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

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

Service Authorizations

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

Monthly reauthorization meetings shall include the following:

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

Provider appeals

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

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

Training

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

Exhibit B
COST PROPOSAL

The total cost of this agreement shall not exceed $150,000 annually or $450,000 over the entire three-year contract period. This contract operates exclusively on a Fee for Service basis. Contractors will only be reimbursed for services directly provided to clients. Client services will be invoiced at the rates outlined below. In the event that a client fails to attend a scheduled service or cancels within 24 hours, the county will reimburse for half of the originally allocated appointment time.

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

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

MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING: September 3, 2024

TO: The Board of Supervisors

FROM: Kristina Keheley, Health and Human Services Agency Director

RE: Proclaim the Month of September 2024 as "Suicide Prevention Awareness Month"

RECOMMENDATION AND JUSTIFICATION

Proclaim the Month of September 2024 as "Suicide Prevention Awareness Month"

As we approach Suicide Prevention Month 2024, it is imperative to emphasize the importance of prevention and early intervention, access to mental health care, and the power of open and non-judgmental conversations to prevent suicide.

BACKGROUND AND HISTORY OF BOARD ACTIONS

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

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

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

FINANCIAL IMPACT

None

ATTACHMENTS

1. **Suicide Prevention Awareness Month Proclamation 2024**

VOTE RESULT

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

The Mariposa County Board of Supervisors

proclaims

The Month of September 2024

as

"Suicide Prevention Awareness Month"

WHEREAS the month of September is known throughout the United States as National Suicide Prevention Awareness Month dedicated to raising awareness, promoting education, and encouraging action to address this critical public health issue; and

WHEREAS during **"Suicide Prevention Awareness Month"**, organizations, communities, and individuals come together to foster compassion, empathy, and resources for those struggling with mental health challenges and thoughts of self-harm as 46% of people who die by suicide had diagnosed mental health conditions; and

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

WHEREAS suicide is the third leading cause of death among those ages fifteen to twenty four in the United States and is the twelfth leading cause of death in the United States; and

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

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

WHEREAS it is essential to emphasize the importance of prevention and early intervention, access to mental health care, and the power of open and non-judgmental conversations to prevent suicide; If you or someone you know is struggling or in crisis, help is available. Call or text 988 or chat 988lifeline.org 988 offers 24/7/365 access to trained crisis counselors that provide free and confidential support to people in suicidal crisis or emotional distress.

NOW, THEREFORE, BE IT KNOWN that the Board of Supervisors of Mariposa County, a political subdivision of the State of California proclaims the month of **September 2024** as **"Suicide Prevention Awareness Month"** in Mariposa County in order to support suicide prevention awareness.

PASSED AND ADOPTED by the Board of Supervisors of Mariposa County this 3rd day of September 2024, by unanimous vote.

_____
Rosemarie Smallcombe, District I Supervisor

_____
Wayne Forsythe, District IV Supervisor

_____
Shannon Poe, District II Supervisor

_____
Miles Menetrey, District V Supervisor

_____
Danette Toso, District III Supervisor

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-375

MEETING: September 3, 2024

TO: The Board of Supervisors

FROM: Kristina Keheley, Health and Human Services Agency Director

RE: Ratify the Signature of the Interim Health and Human Services Director for the Acceptance of the Central California Alliance for Health Grant Agreement in the Amount of $150,000; Approve Budget Action increasing Revenue and Appropriations in the Health and Human Services Agency Public Health Division Budget ($150,000) (4/5ths Vote Required)

RECOMMENDATION AND JUSTIFICATION

Ratify the Signature of the Interim Health and Human Services Director for the Acceptance of the Central California Alliance for Health Grant Agreement in the Amount of $150,000; Approve Budget Action increasing Revenue and Appropriations in the Health and Human Services Agency Public Health Division Budget ($150,000) (4/5ths Vote Required)

On January 1, 2023, the California Department of Health Care Services (DHCS) launched the Population Health Management (PHM) Program, which is a cornerstone of California Advancing and Innovating Medi-Cal (CalAIM). To support the success of the PHM Program and broader transformation efforts, per APL 23-021, DHCS has modified the previous Population Needs Assessment requirements for Medi-Cal Managed care plans (MCPs) to include a central requirement that MCPs collaborate meaningfully with local health jurisdictions (LHJs) on their current or next cycle of Community Health Assessments (CHAs)/Community Health Improvement Plans (CHIPs).

As part of the Population Health Management Program (PHM) collaboration, the Alliance will provide up to $150,000 to local health departments to support the development and/or implementation of their CHA/CHIP. The funding would be provided as a grant to be paid in full upon grant agreement execution. The award amount and terms of the grant agreement would be based on approval of a proposal submitted by the local health department to the Alliance. The CHA/CHIP grant awards are one-time grants. Any additional funding for ongoing support of the CHA/CHIP will be administered by the Alliance in subsequent years.

This Agreement is being ratified outside the current BOS policy due to time limitations. Notification of this grant was received on July 31st, 2024 and signed documents are due on 8/30/24 leaving minimal time for grant preparation and obtaining BOS approval. This Agreement is being signed digitally by the Interim Health and Human Services Agency Director at the request of the State.

BACKGROUND AND HISTORY OF BOARD ACTIONS

This is a new grant funding opportunity through the Central California Alliance for Health.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

If the Board chooses not to authorize this funding agreement the agency will forfeit this funding and the benefit to the community.

FINANCIAL IMPACT

There is no impact to the County general fund. Revenue and corresponding appropriations are included in the Budget Action 3469-401.

ATTACHMENTS

1. **Award Letter_Mariposa_CHA_CHIP_07.31.24-3**
2. **Grant_Agreement_0624-MCHHSA-PH-CHACHIP**
3. **CHA_CHIP_Alliance_Funding_Opportunity**
4. **FY 2425 Budget Action Central California Alliance signed**

VOTE RESULT

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

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July 31, 2024

Kristina Keheley, PhD
Interim Director of Health and Human Services
Mariposa County Health and Human Services Agency
5362 Lemee Ln.
Mariposa, CA 95338

Dear Ms. Keheley:

It is my pleasure to inform you that Central California Alliance for Health approved your organization's grant for Community Health Needs Assessment (CHA) & Community Health Improvement Plan (CHIP) Support in the amount of $150,000.

Your signed Grant Agreement is due to the Alliance by August 30, 2024 via DocuSign signature submission. Your Grant Agreement establishes the purpose, terms and conditions of the grant award. Please review the Grant Agreement very carefully, including its reporting requirements. Grant funds will be distributed based upon the terms and payment schedule outlined in the Agreement. You will receive a confirmation email from the Grant Program once your fully executed agreement is available in the online grant portal.

Once we receive your signed Grant Agreement, we will issue the one-time grant payment in full and send you an email with instructions for viewing your grant in the online grant portal. At the end of the grant period, you will receive a reminder to complete the final grant report in the online grant portal by 1/31/2026.

If you have any questions or any technical difficulties using the DocuSign process, please contact Grant Program staff at grants@ccah-alliance.org or (831) 430-5784.

We are proud to support the work of you and your partners to improve community health in Mariposa County.

Sincerely,

Jessica Finney
Community Grants Director

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Agreement for Medi-Cal Capacity Grant

This agreement, effective upon the date of the last signature below (Grant Effective Date), is entered into in order to specify the terms and conditions under which Santa Cruz-Monterey-Merced-San Benito-Mariposa Managed Medical Care Commission, operating as Central California Alliance for Health (the Alliance) agrees to provide funds (Grant) through the Alliance Medi-Cal Capacity Grant Program (Program) for grant #0624-MCHHSA-PH-CHACHIP to or on behalf of Mariposa County Health and Human Services Agency (Grantee).

Recitals

Whereas, the Alliance has established the Program to offer grants to health care providers and community organizations to support efforts that advance the Alliance mission to provide timely access to quality health care services and to increase Medi-Cal capacity in the Alliance's service area;

Whereas, the Program will focus the provision of available funds in the focus areas of Access to Care, Healthy Beginnings and Healthy Communities; and

Whereas, the Alliance has made a decision to award funds to Grantee based on the application submitted by Grantee for a Grant under the Program;

Now Therefore, the Alliance and Grantee agree that all funds awarded as a Grant under the Program shall be subject to the terms and conditions of this Agreement.

1. Statement of Services. The "Statement of Services" is attached hereto and hereby incorporated into this Agreement as Exhibit 1, and sets forth the services to be provided by Grantee under this Agreement.

2. Incorporation of Grant Request. The Grantee represents that all information contained in the original Grant application is true, accurate and complete in all material respects. Grantee further agrees that it will notify the Alliance promptly of any material change in information submitted in the original Grant application, including any significant change in contract status for the provision of Medi-Cal services, organizational leadership or contact information.

3. Amount and Purpose of Grant. The amount of the Grant shall be set forth in Exhibit 1 in consideration of and on condition that the sum be expended only for the purposes of carrying out the Statement of Services in Exhibit 1. Grantee shall use any and all funds provided through the Grant solely as set forth in Exhibit 1. Unless specifically provided in this Agreement or in Exhibit 1, no part of the Grant may be used to fund administrative services or other operating expenses of the Grantee, even if those services are utilized to support the services set forth in Exhibit 1. No part of the Grant may be used to fund expenses related to religious activities, lobbying or political action by the Grantee. To the extent that Grantee is unable to use any part of the Grant funds as set forth in the Statement of Services, Grantee shall notify the Alliance and return any funds that have not been or cannot be expended as provided in Exhibit 1. Grantee agrees to assume any obligation to furnish any additional funds that may be necessary to complete the Statement of Services in Exhibit 1. All costs accrued for services or supplies prior

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to the execution of Agreement are not eligible for reimbursement unless specifically provided for in the terms of Exhibit 1.

4. Payment Schedule. The schedule for the payment of the Grant is set forth in Exhibit 1.

5. Payment Documentation. The timing, scope and format of the documentation that Grantee shall provide to the Alliance to request Grant funds is set forth in Exhibit 1. The Alliance reserves the right to request additional documentation as it deems necessary to validate the use of Grant funds, either before or after use by Grantee, and shall have the right at its sole discretion to withhold any payment pending any questions that it may have regarding the use of funds. The Alliance reserves the right to enter into a separate agreement with a third party to ensure that the covenants of this Agreement are met by the Grantee, including but not limited to those of sections 1, 3, and 6.

6. Books and Records. Grantee agrees to maintain satisfactory financial accounts, documents and records for the Grant and to make them available to the Alliance, the State of California, the United States Department of Health and Human Services or the Comptroller General of the United States, or otherwise required by law, for auditing at reasonable times. Grantee also agrees to retain such financial accounts, documents and records for three years following termination or completion of the Grant. Grantee agrees to maintain and make available for inspection by the Alliance accurate records of all of its costs, disbursements and receipts with respect to its activities under this Agreement.

7. Funding Promotion. Any materials used to advertise, announce or otherwise inform the public of the receipt of the funding provided for hereunder shall describe the funding and the services funded by the Alliance accurately, and in a way that conforms to the purpose statement in the scope of services set forth in Exhibit 1. Any such materials that mention or include information about the Alliance shall refer to the health plan as "Central California Alliance for Health (the Alliance)" on first usage and "the Alliance" thereafter. Any published list of funders who have supported activities related to this funding must include the Alliance. Funded organization must inform the public about the Alliance's funding through the use of signage, acknowledgement in published materials, news media, social media, websites or other public announcements, as applicable. All materials produced in accordance with this Agreement (including but not limited to training curriculum, agendas, newsletters, flyers, brochures, reports and videos, etc.) shall contain a statement that the material is funded through the Alliance. Funded organizations who receive funding for the purpose of constructing or renovating a building must memorialize Alliance financial support with a plaque. Funded organizations must refer to the Alliance's Promotion Toolkit for Funded Partners for instruction on the required promotional verbiage, use of Alliance name and Alliance logo in promotional activities. If a funded organization wishes to execute promotional activities or communication not included in the toolkit, the funded organization must obtain written approval of communication materials promoting Alliance funding prior to engaging in these efforts or activities.

8. Legal Compliance. If Grantee is a participant in the Medi-Cal program as of the Grant Effective Date, Grantee agrees that the Grant award and the payment of Grant funds by the Alliance pursuant to this Agreement is conditioned on Grantee's continuing compliance with all applicable requirements of federal and California law related to Grantee's participation in the

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Medi-Cal program. Grantee shall notify the Alliance immediately in the event that Grantee or any employee or agent of Grantee whose employment was in part financed using Grant funds is suspended or excluded from participation in any state or federal health care program, including Medi-Cal or Medicare.

9. Term and Termination.

   a. This Agreement, including Exhibit 1, shall be effective on the Grant Effective Date. This Agreement shall remain in effect so long as the Statement of Services in Exhibit 1 is in effect, and in any event shall terminate no earlier than one year after the date of the last payment made to Grantee or on Grantee's behalf under this Agreement.

   b. Grantee may rescind this Agreement at any time prior to the issuance of first payment by the Alliance pursuant to Exhibit 1. After issuance of payment, this Agreement may be rescinded, modified or amended by mutual agreement in writing.

   c. The Alliance may terminate this Agreement if Grantee (i) fails to return the partially executed Agreement within 60 calendar days of the Alliance's grant award decision date, or such later date as the parties may mutually agree upon in writing; (ii) fails to comply with the terms of this Agreement; (iii) terminates its agreement to participate in the Alliance provider network or Medi-Cal program for any reason, including without cause; or (iv) ceases accepting new Medi-Cal patients prior to reaching assigned capacity or otherwise materially curtails its operations as a provider.

   d. The Alliance may terminate this Agreement or cease providing payments hereunder in the event that the Alliance determines in its sole discretion (i) that further payments as set forth in the Agreement and/or Exhibit 1 could violate laws or regulations, including laws or regulations in existence on the Effective Date that may have been clarified or subject to new or changed interpretation, or (ii) in the event of a natural disaster or other event that causes the Alliance to be unable to fulfill its commitment hereunder.

   e. This Agreement and the Alliance's obligation to make further payment hereunder shall terminate immediately in the event that Grantee ceases operations or in the event of Grantee's insolvency, which insolvency shall be considered to have occurred when Grantee makes an assignment for the benefit of creditors, files a petition in bankruptcy, is adjudicated insolvent or bankrupt, if a receiver or trustee is appointed with respect to a substantial part of such other party's property, or a proceeding is commenced against it which will substantially impair Grantee's ability to carry out the Statement of Services in Exhibit 1. The Alliance reserves the maximum rights it is entitled to under any law and under the terms of this Agreement to seek return of any payments already made prior to Grantee's cessation of operations or insolvency, and to ensure that no funds provided pursuant to this Agreement, no matter when they were provided, shall be used for the purpose of paying Grantee's general creditors or for any purpose other than as specifically set forth in Exhibit 1.

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10. Effect of Termination. In the event of termination, this Agreement and Exhibit 1 shall terminate and have no further force or effect with respect to either party as of the effective date of termination established in writing, except that all obligations arising or accruing prior to termination, including use or return of Grant funds, shall be performed in accordance with the terms of the Agreement in effect as of the date such obligations arose or accrued and shall survive termination. The provision of sections 6, 7, 11, 12 and 13 of this Agreement shall remain in effect for any occurrences arising out of performance of the Agreement prior to termination.

11. Remedies.

a. Grantee shall return to the Alliance any Grant funds that Grantee cannot document that it has used to carry out the scope of services provided for in Exhibit 1.

b. In the event Grantee fails to complete the full scope of services that are to be carried out over the course of time as contemplated in Exhibit 1, Grantee may be required to return any Grant funds that it has already received under this Agreement, even if such funds were properly used. Grantee's specific obligation to return funds is provided for in Exhibit 1.

c. In addition to any other provision of this Agreement, if the Alliance determines, at its sole discretion, that Grantee has substantially violated or failed to carry out any provision of this Agreement, including but not limited failure to provide documentation provided for in section 5 hereof, the Alliance may, in addition to any other legal remedies it may have, refuse to make any further grant payments to Grantee or on Grantee's behalf under this or any other Grant Agreement, and may demand the return of all or part of the grant funds previously received by Grantee or on Grantee's behalf, which Grantee shall immediately pay to the Alliance. The Alliance may also avail itself of any other remedies available under the law.

12. Compliance with Services Agreement. If Grantee is a party to services agreement with the Alliance, Grantee shall comply with all of the requirements in such agreement, including any nondiscrimination provisions.

13. Indemnification. Each Party ("Indemnifying Party"), at its own expense, agrees to defend, indemnify and hold harmless the other Party ("Indemnified Party") and any of Indemnified Party's affiliates, subsidiaries, directors, officers, employees, representatives, and agents from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees), damages, claims, suits, and/or demands (including, without limitation, those based on the injury to or death of any person or damage to property), directly or indirectly arising out of, or resulting from, (i) any act or omission of Indemnifying Party related to any of its obligations performed hereunder, (ii) any breach of Indemnifying Party's representations or warranties set forth in this Agreement, and/or (iii) any actual or alleged infringement, misappropriation, or other violation of any third party rights or any laws or regulations relating to Indemnifying Party's performance of its obligations under this Agreement.

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14. Independent Contractors. The parties hereto are independent contractors and neither the Alliance nor Grantee is an agent or employee of the other.

15. Severability. Except as provided in section 9.d, if any provision of this Agreement or the application thereof is held invalid, that invalidity shall not affect other provisions or applications of the Agreement which can be given effect without the invalid provision or application, and to this end the provisions of this Agreement are severable.

16. Waiver. No terms or provision hereof will be considered waived by either party, and no breach excused by either party, unless such waiver or consent is in writing and signed on behalf of the party against whom the waiver is asserted. No consent by either party to, or waiver of, a breach by either party, whether expressed or implied will constitute consent to, waiver of, or excuse of any other, different, or subsequent breach by either party.

17. Assignment. This Agreement shall not be assigned by the Grantee either in whole or in part.

18. This Agreement shall supersede any prior oral or written understandings or communications between the parties and constitutes the entire agreement of the parties with respect to the subject matter hereof. This agreement may not be amended or modified, except in writing signed by both parties.

19. This Agreement may be executed in separate counterparts, each of which shall be deemed to be an original, and all of which taken together constitute one and the same instrument. Telecopied or scanned signatures will be deemed to have the same effect as an original.

For the Grantee:

Signature: kristina keheley

Name: Kristina Keheley

Title: Interim Director

Date: 08/02/2024

For Central California Alliance for Health:

Signature: Michael Schrader

Name: Michael Schrader

Title: Chief Executive Officer

Date: 08/02/2024

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EXHIBIT 1
Community Health Needs Assessment (CHA) &
Community Health Improvement Plan (CHIP) Support
STATEMENT OF SERVICES

This Exhibit 1 sets forth the additional terms and conditions that are applicable to Grantees receiving a CHA & CHIP Support (Grant) from the Alliance.

Award Date: July 31, 2024

Grant #: 0624-MCHHSA-PH-CHACHIP

Grantee Name: Mariposa County Health and Human Services Agency

Grant Amount: The Grant Amount shall not exceed **$150,000**.
Final grant payments will depend on verification of actual expenses but will not exceed grant amount.

Grant Effective Date: This Grant shall be effective on the Grant Effective Date (date of the last signature on Agreement) and shall expire two years after Grant Effective Date, or such later date as the parties may mutually agree upon in writing.

Grant Term: 18 months

Purpose of Grant: To support Grantee in the development and/or implementation of their CHA and/or Community Health Improvement Plan (CHIP), as described in the approved funding proposal received June 27, 2024 (attached as Exhibit 2).

CHA/CHIP Grant Terms and Conditions

1. **Duration.** Grantee shall have through December 31, 2024 to complete all activities that were submitted for funding in its Grant Application, which were approved by the Alliance for funding in its Grant Award, and all required reporting.

2. **Payment Schedule.** Payments shall be made to Grantee by the Alliance according to the schedule provided below, subject to the receipt of all documentation reasonably required by the Alliance, and all other terms of the Agreement:

    a. <u>One-Time Payment.</u> The grant payment shall be based on costs described in the approved Grant Application and be one-time payment of the full Grant Amount. The payment shall be paid within twenty (20) business days of the receipt of the signed Agreement.

3. **Use of Funds**.

    a. Grant funds may only be used for the purpose of paying expenses that are actually incurred by Grantee in carrying out this Statement of Services (i.e., activities described in the approved funding proposal) during the grant period.

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b. Funds cannot be used for the following purposes, and any amounts budgeted for such unapproved uses will be deducted from payment amounts awarded hereunder:

i. Travel, overhead or administrative costs if not included in approved proposal.

ii. Activities completed or costs incurred prior to approval of the grant request by the Alliance.

c. Use of grant funds may not duplicate other Medi-Cal funding including, but not limited to, Department of Health Care Services incentive programs or other incentive programs administered by the Alliance.

4. **Other Grant Terms and Conditions; Return of Funds**. Grantee agrees that its receipt of funds is conditioned on meeting the requirements of this section 4, to the extent that such requirements are applicable to the type of grant it has been awarded, and that if these requirements are not met, the Alliance may cease any and all payments hereunder, and may at its discretion exercise any legal or equitable rights it may have for the return of the Grant Amount received hereunder. Grantee shall also provide the Alliance with such documentation as Alliance may request that demonstrates to the satisfaction of the Alliance that Grantee has satisfied and will satisfy the requirements set forth in this Section 4, at any time during the course of the duration of the Agreement.

a. Legal/Contract Status. Grantee represents that it is a 501(c)(3) nonprofit or governmental entity that provides services to a significant volume of Medi-Cal members in the Alliance service area or a for-profit entity that is contracted with the Alliance to deliver Medi-Cal services.

b. Good Standing. If the Grantee is a contracted Alliance provider, Grantee shall maintain a contract in good standing with the Alliance for participation in the Alliance provider network during the term of the Grant. If Grant Award is made while Grantee is under investigation for suspected/actual fraud, waste or abuse, as defined in the Alliance Provider Manual, Grantee must participate in the investigation and meet all requirements of the investigation. If findings of the investigation indicate that the Grantee's contract is not in good standing, Grant funds may be recovered at the Alliance's discretion.

5. **Reporting**. Grantee shall provide the Alliance with a final report 30 days after grant activities are completed or no later than January 31, 2025. The reporting template will be provided by the Alliance and available on the online grant portal. Grantee will submit final report through the Alliance's online grant portal. Failure to submit final report may disqualify Grantee from receiving future grant funding from the Alliance.

6. Evaluation and Monitoring. The Alliance may monitor and conduct evaluation of operations under this Grant. This may include a visit from Alliance staff to observe the Grantee's operations related to Grant, discuss the Program with the Grantee's personnel, and review financial or other records and materials connected with the activities financed by this Grant.

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Mariposa County Health & Human Services Agency
Public Health

Contact Information -

Aryn Fisher-Brouillette
Accreditation Coordinator
Afisher@mariposacounty.org
Office - 209-966-3689
Direct - 209-966-6725

Medi-Cal Capacity Grant Program: Funding Opportunity for Community Health Needs Assessment & Community Health Improvement Plan

Proposal Narrative -

Project Summary

Mariposa County Health and Human Services is committed to enhancing community engagement and communication strategies within Mariposa County through the Community Health Assessment / Community Health Improvement Plan [CHA/CHIP] grant. This initiative aims to address health disparities, increase access to services, and promote wellness among residents.

The project focuses on three key components: hosting community events, developing outreach materials, and providing community engagement resources. We aim to raise awareness of Public Health programs and services by securing rental spaces, like shared community buildings, for events and distributing printed materials and advertisements. Additionally, allocating funds for food, beverages, and other useful items enhances participants' experience and encourages attendance at community events.

Three milestone events have been identified and include (1) hosting health fairs that feature local resources, (2) organizing a series of seminars on nutrition, wellness, and health literacy, as well as (3) launching a targeted outreach campaign to reach a wide audience through various communication channels.

Overall, this proposal aligns with the primary objectives of our CHA/CHIP and emphasizes the importance of community engagement and communication. By leveraging funding from the Central California Alliance for Health, we aim to maximize our efforts in engaging, informing, and empowering residents to prioritize their health and well-being. We expect to utilize the funding of up to $150,000 throughout the remainder of 2024 and through 2025 to enhance community awareness.

Introduction

Mariposa County Health and Human Services is dedicated to our community, and we are determined to establish better collaborative efforts to work with our community. This proposal seeks funding for the CHA/CHIP grant to bolster community engagement and communication strategies within Mariposa

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County. By prioritizing these areas, we aim to address critical health disparities, increase access to services, and foster a culture of wellness among residents.

Project Overview

Our project aims to enhance community health engagement by strategically utilizing funds to facilitate meaningful interactions, disseminate crucial information, and promote participation in public health initiatives. Key components include:

- Hosting Community Events: Rental cost for community spaces, like Mariposa County Fairgrounds, and local hotel meeting spaces in Fish Camp, El Portal, Yosemite, and Coulterville will be secured to host a series of engaging community events aimed at the CHA/CHIP process by promoting health education, resource accessibility, and social cohesion. The community events will provide education and promote a sense of community through dialogue, collaboration, and networking among Mariposa County residents. Funds will also be allocated for software and IT needs that are necessary to host online community events.
- Outreach Materials: Funds will be allocated to develop and distribute printed materials, media advertisements, and other communication tools to raise awareness of public health programs and services. Upcoming community events will be attended by staff with uniformity and consistent branding that will help with recognition. By tailoring our messages to the needs and preferences of our community members, we aim to maximize engagement, awareness, and impact.
- Community Engagement Resources: Budget allocation will be dedicated to purchasing food and beverages, as well as useful items (e.g., educational materials, gift cards to local businesses, and items to promote health and safety) to enhance participant experience and incentivize attendance at community events. These resources will play a crucial role in fostering a welcoming and inclusive environment for all residents. Funds for staff time to submit progress reports for the grant as well as coordination with existing CHA/CHIP consultants will also be allocated in the budget.

Milestone Events

Outlined below are three milestone events, each formulated as SMART goals:

- Community Health Fairs
    - Specific: Host up to 5 Health Fairs throughout the community featuring local health resources, services, and educational workshops in traditionally underserved areas.
    - Measurable: Aim for attendance of up to 300 attendees who are representative of the county demographics in a variety of ways relating to the CHA/CHIP process, while tabling at community events, hosting community events, all while promoting interdisciplinary collaboration.

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    - Achievable: Collaborate with local organizations, healthcare providers, and community leaders to ensure a comprehensive and engaging event.
    - Relevant: Address priority health issues identified in the CHA/CHIP, such as access to healthcare services and health education.
    - Time-bound: Scheduled for Fall of 2024 and Early Spring 2025.
- Healthy Living Seminar Series
    - Specific: Organize a series of seminars focusing on nutrition, physical activity, and mental wellness that utilizes local community professionals.
    - Measurable: Aim to engage participants throughout the seminar series, track attendance and collect feedback.
    - Achievable: Partner with local experts, educators, and community influencers to deliver informative and interactive sessions.
    - Relevant: Address key health priorities outlined in the CHA/CHIP, including access to care and health promotion.
    - Time-bound: Seminar series to commence from April of 2025 through August of 2025.
- Community Health Outreach Campaign
    - Specific: Launch a targeted outreach campaign utilizing media advertisements, printed materials, and social media platforms with consistency and uniformity among public health branding for staff and outreach presentation.
    - Measurable: Reach community members through various communication channels and track online and in-person engagement.
    - Achievable: Develop compelling content and leverage existing community networks to maximize outreach efforts.
    - Relevant: Increase awareness of public health programs, services, and resources available within Mariposa County.
    - Time-bound: Campaign rollout scheduled for September 2024 to November 2024 and sporadically for other events throughout the time of funding.

Conclusion

In conclusion, the proposed project aligns with the primary objectives of the CHA/CHIP, as identified by our community, by prioritizing community engagement and communication within Mariposa County. By leveraging funding from the Central California Alliance for Health, we will amplify our efforts to engage, inform, and empower residents to prioritize their health and well-being. Thank you for considering this proposal, and we eagerly anticipate the opportunity to continue serving our community.

Docusign Envelope ID: B7E65B13-F630-453D-BF73-674980D39A80

Mariposa County Health & Human Services Agency
Public Health

Budget Expense Forms

FY 24/25 ALLIANCE FUNDING BUDGET

ALLIANCE FUNDING BUDGET TERM 7/1/24 - 12/31/25 18-months Grant Allocation $150,000			Budget
Personnel	**FTE**	**Monthly Salary**	**Budgeted Salary**
Aryn Fisher-Brouilette, Staff Services Analyst	25%	4,456.93	20,056.19
Imrinder Toor, Admin Analyst	25%	6,963.84	31,337.28
Diane Robarge, Admin Analyst	5%	7,312.76	6,581.48
Dana White, Acct Tech II	5%	4,830.63	4,347.57
Total Salary			**62,322.52**
Fringe Benefits	**39.04%**		**24,330.71**
Total Salary & Benefits			**86,653.23**
Operating Expenses			
Other CHA/CHIP Related Expenses			2,606.75
Data Infrastructure/software			5,819.94
Community Engagement			25,849.11
Communications			16,072.99
Total Operating Expenses			**50,348.79**
Indirect 15%			**12,997.98**
Total Grant Budget			**150,000.00**

Docusign Envelope ID: B7E65B13-F630-453D-BF73-674980D39A80

Budget Narrative

Administrative Support

Description:

Four staff members to oversee, push forward, and direct the process of CHA/CHIP needs and the needed accounting for managing the finances associated with costs throughout the process.

- Personnel
  - Staff Services Analyst at 25% for 18 months - $20,056.19
  - Administrative Analyst at 25% for 18 months - $31.337.28
  - Administrative Analyst at 5% for 18 months - $6,581.48
  - Accounting Technician at 5% for 18 months - $4,347.57
- Salary Total -$62,322.52
- Fringe Benefits for total personnel - $24,330.71
- Total: **$86,653.23**

Justification:

Staff members who support the CHA/CHIP process and regularly interface with stakeholders and the overall process. These roles are crucial for event coordination, data analysis, and building community relationships. Roles could include but are not limited to, renting spaces, preparing materials, reaching out to participants, event oversight, progress reports, collaboration with various agency branches and the community, etc.

Other CHA/CHIP Related Expenses

Description:

Other related expenses like office supplies, equipment for webinars, and CDPH indirect costs.

- Office Supplies $2,000.00
- IT Equipment
  - Mic - $198.18
  - Web Cam -$318.15
- Total: **$2,606.75**

Justification:

These items will help provide supplies to staff and allow for better quality virtual and hybrid meetings, as well as better quality for the content.

Data Infrastructure

Description:

Docusign Envelope ID: B7E65B13-F630-453D-BF73-674980D39A80

Licenses to 4 particular software systems, Zoom, Tableau, and Lucid Chart.

- Zoom Pro License x 2 at 15.99 per month for 18 months - $575.64
- Tableau license x2 at $75.00 per month for 18 months – $2,700
- Lucid Chart license x3 at $7.95 per month for 18 months – $429.30
- STATA license x2 for 12 months - $2,115.00
- Total: **$5,819.94**

Justification:

These programs would help us with the following:

- Zoom for webinar events, hosting large hybrid meetings, and creating more accessible meetings for calling in via phone.
- Tableau for data organization and tabulation from survey responses. This would allow for greater detail to be added to the charts and enable clearer analysis. Improved data visualization and accessibility will allow for community members to engage with data.
- Lucid Chart for interactive flow charts, clearer visual structure, and project management.
- STATA will further assist in data management, integration, and statistical analysis.

Community Engagement

Description:

Rental spaces throughout the County for greater community engagement, food and drink to provide refreshments for those who are taking time to attend these events, incentives for participants, and lecturers to provide additional context to key take aways.

- Community Rental Space
  - Mariposa location
    - Mariposa County Fairgrounds - $950
  - El Portal Location
    - Yosemite View Lodge - $3,000
  - Yosemite Location
    - The Ahwahnee Hotel – $6,000
  - Coulterville Location
    - Best Western Sonora - $475
  - Fish Camp location
    - Tenaya Lodge - $5,000
- Food and Drink – $3,000
  - Max of 30 guests per event with up to 5 events.
- Incentives for participants
  - First Aid Kits (x100) - $552.00

Docusign Envelope ID: B7E65B13-F630-453D-BF73-674980D39A80

  - Solar Bank Charger (x100) - $4351.82
  - Flashlights (x100) - $321.99
  - Life Straws (3 pack X 34) - 1,698.30
  - Gift Cards (x50) - $500
- Total: **$25,849.11**

Justification:

Hosting multiple events across the county will allow us to offer more accessible and equitable space to obtain well-rounded data from the community. Offering food, drink, and incentives will allow us to reach a wider audience as they volunteer their time to help us through this process. Lastly, lecturers can provide substance and supported information about various community issues, like social determinants of health vs. social needs, communicable disease, and health literacy.

Communications

Description:

Educational materials and advertisements to help increase awareness as well as booklets that review the data and community sentiment from the CHA/CHIP.

- Guest lecturers -$2,000
- Branding - $9,725.02
- Pamphlets - $237.99
- Engagement incentives
  - Water bottles – $821.00
  - Draw string bags - $286.99
  - Stickers -$145.00
- Flyers - $133.99
- Media advertisements - $1,200.00
- Booklets - $1,523.00
- Total: **$16,072.99**

Justification:

These communication materials can help with advertisements and spread awareness of the convenings for the community. Educational materials will help raise awareness of community sentiment and need as we start making changes to address the items as revealed in the CHA.

Funding Opportunity for Community Health Needs Assessment & Community Health Improvement Plan

Funded through the Medi-Cal Capacity Grant Program

Background

On January 1, 2023, the California Department of Health Care Services (DHCS) launched the Population Health Management (PHM) Program, which is a cornerstone of California Advancing and Innovating Medi-Cal (CalAIM). To support the success of the PHM Program and broader transformation efforts, per APL 23-021, DHCS has modified the previous Population Needs Assessment requirements for Medi-Cal Managed care plans (MCPs) to include a central requirement that MCPs collaborate meaningfully with local health jurisdictions (LHJs) on their current or next cycle of Community Health Assessments (CHAs)/Community Health Improvement Plans (CHIPs).

Funding Opportunity

As part of the PHM collaboration, the Alliance will provide up to $150,000 to local health departments to support the development and/or implementation of their CHA/CHIP. The funding would be provided as a grant to be paid in full upon grant agreement execution. The award amount and terms of the grant agreement would be based on approval of a proposal submitted by the local health department to the Alliance. The CHA/CHIP grant awards are one-time grants. Any additional funding for ongoing support of the CHA/CHIP will be administered by the Alliance in subsequent years.

Grant funds may be used for the following eligible CHA/CHIP related expenses:

- Administrative support
- Project management
- Consultants
- Data infrastructure
- Community engagement
- Communications
- Contracts with community-based organizations
- Implementation strategies (specific to CHIP)
- Technical Assistance
- Other CHA/CHIP related expenses

Funding Requirements

- Eligible applicants are local health departments in Mariposa, Merced, Monterey, San Benito and Santa Cruz counties.
- The grant term is maximum 18 months.
- All funds to be spent down by 12/31/25.
- Final report is due by 01/31/26, at the latest, to verify funds expenditure and report on successes and challenges.

Ineligible Expenses

The Alliance will not fund the following:

- Leased technology.
- Funding will be considered for purchases/services already in progress; however, activities completed, or costs incurred prior to approval of the grant request by the Alliance may not be considered.

Application Process: Instructions for preparing and submitting a proposal are located on page 2.

Contact: Program Development Department staff is the primary contact to coordinate with organizations on CHA/CHIP funding proposals. Contact: pdincentives@ccah-alliance.org. Additional assistance is available by contacting Grant Program staff at grants@ccah-alliance.org.

Funding Opportunity for Community Health Needs Assessment & Community Health Improvement Plan

Funded through the Medi-Cal Capacity Grant Program

Funding Proposal Instructions

- Eligible applicants are local health departments in Mariposa, Merced, Monterey, San Benito and Santa Cruz counties.
- Proposals must include the required four (4) elements below.
- Proposals must be submitted via email to grants@ccah-alliance.org by **June 28, 2024**.

Proposal Elements

1. Contact Information

Please include name, title, email address and phone number of the primary contact for the proposal.

2. Proposal Narrative

Please submit answers to the following questions in one document and attach them as part of your proposal.

Proposal Summary

- What are the main priority areas of the CHA and/or CHIP, as identified at this point (e.g., focus on maternal health, child health, behavioral health)?
- Describe how the requested funds fit into your organization's CHA/CHIP planning and implementation.
- Include your anticipated timeline to spend down funding.
- Please limit to **maximum of 500 words**.

Milestones

- Provide no more than three (3) concise milestones/goals that your organization and/or partners will achieve related to the development of the CHA and/or CHIP by 12/31/25 with the use of requested funds (e.g., identify stakeholders to participate in CHA/CHIP governance structure, publish CHA/CHIP, etc.).
- Applicants are encouraged to format milestones as SMART Goals (i.e., Specific, Measurable, Achievable, Relevant, and Time-Framed).

Consultants/Subcontractors

- If using requested funds for contracting with a consultant(s) and/or subcontractor(s), provide names, qualifications, and a brief overview of their role in the CHA and/or CHIP.

3. Budget Expense Form

Please prepare a budget that includes budget categories for all eligible expenses for which you are seeking funding. See page 1 for eligible expenses covered under the grant.

4. Budget Narrative

Please submit a budget narrative that details the budget categories for eligible expenses. Include any contractor(s) scope(s) of work, if applicable.

BUDGET ACTION FORM

FUND	DEP/DIV	ACCOUNT	DESCRIPTION	PROGRAM	INCREASE	DECREASE
3649	401	45063	CCAH/State Revenue		(150,000)	
3649	401	51111	Salaries		62,323	
3649	401	52101	Retirement-Employer		9,712	
3649	401	52201	Medical Insurance		8,032	
3649	401	52202	Dental Insurance		233	
3649	401	52203	Vision Insurance		313	
3649	401	52205	Life Insurance		96	
3649	401	52208	Medical Insurance Admin Fee		82	
3649	401	52301	Social Security		2,668	
3649	401	52302	Medicare		2,079	
3649	401	52303	SDI		1,065	
3649	401	60213	Office Supplies		2,657	
3649	401	60431	Software		5,820	
3649	401	60508	Community Education/Engagement		41,922	
3649	401	80111	Transfer Out- indirect		12,998	
1001	401	49101	Transfer in Indirect		(12,998)	
1001	401	49101	Transfer in realignment Fund 3392			(12,998)
3392	401	80111	Transfer out to 1001-401			12,998
3392	401	60201	Miscellaneous Expense		12,998	
				TOTALS	0	0

TRANSFER BETWEEN FUNDS					DEBIT	CREDIT
				TOTALS	0	0

ACTION REQUESTED: (Check all that apply)

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

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

DEPARTMENT HEAD SIGNATURE KKehely DATE 8/12/24

AUDITOR SIGNATURE DATE

COUNTY ADMINISTRATIVE OFFICER SIGNATURE DATE

APPROVED BY RES NO. CLERK DATE

DEPARTMENT

AUDITOR'S USE ONLY
BA #

Budget Revision Form Revised 08/2020

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-376

MEETING:	September 3, 2024
TO:	The Board of Supervisors
FROM:	Kristina Keheley, Health and Human Services Agency Director
RE:	Approve Certificates of Compliance for the Veterans Affairs Subvention Program and Medi-Cal Cost Avoidance Program for Fiscal Year 2024-25; and Authorize Board of Supervisors Chair to Sign the Certificates

RECOMMENDATION AND JUSTIFICATION

Approve Certificates of Compliance for the Veterans Affairs Subvention Program and Medi-Cal cost Avoidance Program for Fiscal Year 2024-25; and Authorize the Board of Supervisors Chair to Sign the Certificates

BACKGROUND AND HISTORY OF BOARD ACTIONS

Historically, the Board of Supervisors has approved and Board Chair signed the documents every year.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

1. Funding from the State of California for the Veterans' Services Officer position in the County of Mariposa would be terminated.
2. Veterans, their dependents, and their survivors in Mariposa County could be deprived of assistance if filing for their rights to any privilege, preference, are of compensation provided for by the laws of the United States of California.

FINANCIAL IMPACT

Funding from the State of California for the Veterans Services Officer position in the County of Mariposa could be terminated if the Certificates of Compliance are not approved, which would increase the cost to the County's General Fund for the continued operation of this program.

ATTACHMENTS

1. **Annual Medi-Cal Cost Avoidance Certificate of Compliance FY 2024-2025**
2. **Annual Subvention Certificate of Compliance FY 2024-2025**

VOTE RESULT

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

STATE OF CALIFORNIA
GAVIN NEWSOM, Governor

DEPARTMENT OF VETERANS AFFAIRS
1227 O Street
SACRAMENTO, CALIFORNIA 95814
Telephone: (800) 952-5626

Annual Medi-Cal Cost Avoidance Certificate of Compliance
Fiscal Year 2024/2025

I certify that Mariposa County has appointed a County Veterans Service Officer (CVSO) in compliance with California Code of Regulations, Title 12, Subchapter 4. Please consider this as our application to participate in the Medi-cal Cost Avoidance Program authorized by Military and Veterans Code Section 972.5

I understand and will comply with the following:

1. All activities of the CVSO for which payment is made by the CalVet under this agreement will reasonably benefit the Department of Health Care Services (DHCS) or realize cost avoidance to the Medi-Cal program. All State and County Medi-Cal Eligibility Workers who generate a Form MC 05 (Military Verification and Referral form) will be instructed to indicate the applicant's Aid Code on the face of the form.

2. All monies received under this agreement shall be allocated to and spent on the salaries and expenses of the CVSO.

3. This agreement is binding only if federal funds are available to CalVet from the DHCS.

4. The CVSO is responsible for administering this program in accordance with California Code of Regulations, Title 12, Subchapter 4 and *the CalVet Procedure Manual for Subvention and Medi-Cal Cost Avoidance* for the current state fiscal year.

_____
Chair, County Board of Supervisors
(or other County Official authorized
by the Board to act on their behalf)

_____
Date

SCAN AND UPLOAD THIS COMPLETED FORM VIA THE AGENCY ATTACHMENTS IN VETPRO

STATE OF CALIFORNIA
GAVIN NEWSOM, Governor

DEPARTMENT OF VETERANS AFFAIRS
1227 O Street
SACRAMENTO, CALIFORNIA 95814
Telephone: (800) 952-5626

Annual Subvention Certificate of Compliance
Fiscal Year 2024/2025

Charge:

Funds are distributed under this program to counties as partial reimbursement for expenses incurred in the operation of the County Veterans Service Office. Funds are distributed according to Military and Veterans Code Sections 972, and 972.1, a State General Fund Expenditure, and 972.2 a Special Fund Expenditure.

County Certification:

I certify that Mariposa County has appointed a veteran to serve as the County Veterans Service Officer according to California Code of Regulations Title 12, Subchapter 4. This County Veterans Service Officer will administer the aid provided for in Military and Veterans Code Division 4, Chapter 5. This County Veterans Service Officer must achieve and maintain accreditation from the California Department of Veterans Affairs within 18 months of employment or within 18 months of the County Veterans Service Officer position becoming vacant, whichever occurs first. Veterans Service Representative staff filing claims must also achieve and maintain accreditation from the California Department of Veterans Affairs within 18 months of employment.

I certify that the County Veteran Service Officer will assist every veteran of the United States, as well as their dependents and survivors, in presenting and pursuing such claim as they may have against the United States. The County Veterans Service Officer and all accredited staff will also assist in establishing veterans, dependents and survivors' rights to any privilege, preference, care or compensation provided for by the laws and regulations of the United States, the State of California, or any local jurisdiction.

I certify that information contained within the VetPro database will not be distributed to any entity outside of the County Veteran Service Office, including other County Departments. Additionally, I certify that all College Fee Waiver Approval and Denial letters will be generated within the VetPro database. I also authorize the County Veterans Service Officer to actively participate in the promotion of the California Veterans License Plate program.

I certify that this county, through the County Veterans Service Office, will maintain records for audit. These records will be maintained for a minimum of two years. The county agrees to submit reports in accordance with the procedures and timelines established by CalVet and in accordance with the *CalVet Procedure Manual for Subvention and Medi-Cal Cost Avoidance* for the current state fiscal year. The County Veterans Service Officer will permit CalVet representatives to inspect all records upon request.

_____ _____

Chair, County Board of Supervisors (or other County Official authorized by the Board to act on their behalf)

Date

SCAN AND UPLOAD THIS COMPLETED FORM VIA THE AGENCY ATTACHMENTS IN VETPRO

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-377

MEETING: September 3, 2024

TO: The Board of Supervisors

FROM: Kristina Keheley, Health and Human Services Agency Director

RE: Approve an Agreement with Patton Air Conditioning in the Amount of $65,000 for Maintenance and Repair; and Authorize the Board of Supervisors Chair to Sign the Agreement

---

RECOMMENDATION AND JUSTIFICATION

Approve an Agreement with Patton Air Conditioning in the Amount of $65,000 for Maintenance and Repair; and Authorize the Board of Supervisors Chair to Sign the Agreement.

The contractor is to provide preventative maintenance services including periodic inspections, adjustments, and seasonal start-up and shutdown on the above units/equipment on a pre-approved twice a year basis per location. In the event the need for additional service and/or repairs beyond what is addressed by the Preventative Maintenance Agreement between the parties is deemed needed by the County, the Contractor will provide a special diagnostic service call that will result in a solution outlining the service/repair issue needs with a quote for time and materials needed to resolve the additional service/repair need. The additional service-repair solution will be initiated only after approval by the County of the quote from the Contractor is received.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The previous maintenance agreement was approved by the HHSA Department Head and the previous repair agreement was approved by the CAO.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

If this agreement is not approved, the necessary repair work on the HVAC within the HHSA buildings may be delayed and adversely affect the office environment.

FINANCIAL IMPACT

There is no impact on the County General Fund.

ATTACHMENTS

1. Patton Air Conditioning (Maintenance & Repair) 2025

VOTE RESULT

RESULT: **Adopted (UNANIMOUS)**

MOVER: District IV Supervisor Wayne Forsythe

SECONDER: District III Supervisor Danette Toso

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

AGREEMENT FOR MAINTENANCE AND REPAIR SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2024, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as "County," and Patton Air Conditioning, hereinafter referred to as "Contractor," pursuant to the following terms and conditions.

W I T N E S S E T H:

1. TERM

The term of this Agreement shall commence on July 1, 2024, and terminate on June 30, 2025, unless extended as provided by this Agreement.

2. SERVICES

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

3. COMPENSATION

Contractor shall be compensated for services performed in an amount not to exceed $65,000 as set forth in Exhibit B, "Cost Proposal," which is attached hereto and incorporated herein by reference. County shall pay Contractor within thirty (30) of receipt of an approved invoice.

4. INSURANCE

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

A. MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

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

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

(4) Professional Liability (Errors and Omissions): Insurance appropriate to Contractor's profession, with a limit of no less than $1,000,000 per occurrence or claim, $2,000,000 aggregate.

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

B. OTHER INSURANCE PROVISIONS

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

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

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

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

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

(5) Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by County. County may require Contractor to

purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

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

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

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

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

5. HOLD HARMLESS/INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall release, hold harmless, defend at its own expense, and indemnify County, its officers, employees, agents, and volunteers, from and against any and all claims, losses, damages, lawsuits, liabilities and expenses, including but not limited to reasonable attorneys' fees, including but not limited to those attributable to bodily injury, sickness, disease, death or injury to or destruction of property, including the loss therefrom, which arises out of or is in any way connected with the performance of this Agreement (collectively "Liabilities") to the extent caused by Contractor or its officers, agents or employees, except where such Liabilities are caused by the sole negligence or willful misconduct of County.

6. INDEPENDENT CONTRACTOR

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

7. PUBLIC EMPLOYEES RETIREMENT SYSTEM (CALPERS)

In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement is determined by a court of competent jurisdiction or the Public Employees Retirement System (CalPERS) to be eligible for enrollment in CalPERS as an

employee of County, Contractor shall indemnify, defend, and hold harmless County for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.

8. STATE AND FEDERAL TAXES

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

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

9. AUDITS AND INSPECTIONS

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

10. ASSIGNMENT

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

11. NOTICE

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

CONTRACTOR:
Patton Air Conditioning
272 N. Palm Avenue
Fresno, CA 93701

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

12. COMPLIANCE

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

13. PUBLIC RECORDS ACT

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

14. ENTIRE AGREEMENT AND MODIFICATION

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

15. ENFORCEABILITY AND SEVERABILITY

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

16. TERMINATION AND RIGHTS UPON TERMINATION

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

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

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

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

17. NO WAIVER

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

18. DISPUTES

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

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

19. CAPTIONS

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

20. NUMBER AND GENDER

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

21. MANDATORY AND PERMISSIVE

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

22. SUCCESSORS AND ASSIGNS

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

23. COUNTERPARTS/ELECTRONIC, FACSIMILE, AND PDF SIGNATURES

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

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

24. OTHER DOCUMENTS

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

25. CONTROLLING LAW

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

26. AUTHORITY

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

27. NEGOTIATED AGREEMENT

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

28. NO RELIANCE ON REPRESENTATIONS

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

29. WARRANTY

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

30. FUNDING AVAILABILITY

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

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

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

COUNTY OF MARIPOSA	CONTRACTOR
_____	_____
Miles Menetrey, Chair Board of Supervisors	Dan Reyes, Project Estimator Patton Air Conditioning
COUNTERSIGNED: *(Government Code §25103)*	APPROVED AS TO FORM:
_____	_____
Danielle Bondshu Clerk of the Board	Steven W. Dahlem County Counsel

Exhibit A
SCOPE OF WORK
(Patton Sheet Metal Works, Inc. dba Patton Air Conditioning)

PREVENTATIVE MAINTENANCE

Locations served: Mariposa County Health & Human Services Agency at 5362 Lemee Lane and the Community Health Center at 5300 Hwy 49 N., Mariposa, California.

Units/Equipment Covered: One (1) McQuay RDE100CSW Rooftop Air conditioner and Mach C750 Boiler and six (6) Gas/Electric Rooftop heating and cooling units and ductless split system.

Preventative Maintenance Services: Contractor to provide preventative maintenance services including periodic inspections, adjustments, and seasonal start-up and shutdown on the above units/equipment on a pre-approved twice a year basis per location.

Procedures to be followed by Contractor:

- Check-in with Operations representative and inquire about any existing problems
- See that HVAC equipment areas are clean
- Perform preventative maintenance services
- Report to Operations on any problems or needed repairs
- Provide written quote/estimate for recommended repairs
- Upon approval of any recommended repair quote/estimate, Contractor shall contact Operations to schedule a date/time to perform approved repair(s)
- Invoice to be sent to County designated email contact address (Operations)

This contract is non-transferrable unless mutually agreed upon by the parties.

There is no automatic renewal provision for this contract.

REPAIR

Locations served: Mariposa County Health & Human Services Agency and Family Services Center at 5362 Lemee Lane and the Community Health Center at 5300 Hwy 49 N., Mariposa, California.

Repair Services: In the event the need for additional service and/or repairs beyond what is addressed by the Preventative Maintenance Agreement between the parties is deemed needed by County, Contractor shall provide a special diagnostic service call that will result in a solution outlining the service/repair issue along with a quote for time and materials needed to resolve the additional service/repair need. The additional service-repair solution will be initiated only after approval by County of the quote from Contractor is received.

Contractor shall contact Operations in the Administration Division of the Mariposa County Health & Human Services Agency (County) to schedule any repairs.

Contractor shall check in with Operations in the Administration Division of the Mariposa County Health & Human Services Agency (County) on the date of the pre-scheduled repair(s).

Term: July 1, 2024, to June 30, 2025

Exhibit B
COST PROPOSAL
(Patton Sheet Metal Works, Inc. dba Patton Air Conditioning)

Locations served: Mariposa County Health & Human Services Agency and Family Services Center at 5362 Lemee Lane and the Community Health Center at 5300 Hwy 49 N., Mariposa, California.

PREVENTATIVE MAINTENANCE

NTE: $5,000.00

REPAIR

Labor: $165.00 per hour invoiced in fifteen (15) minute increments for time spent repairing equipment.

Truck Service Fee: $55.00 per repair service

NTE: $60,000.00.

COMBINED NTE: $65,000.00
Term: July 1, 2024 to June 30, 2025

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED

MEETING: September 3, 2024

TO: The Board of Supervisors

FROM: Kristina Keheley, Health and Human Services Agency Director

RE: Re-Appoint Margarita King to the Mariposa County Local Child Care Planning Council as a Member Representing Public Agencies with a Term Expiring September 3rd, 2027; and Re-Appoint Liz Wilcox to the Mariposa County Local Child Care Planning Council as a Member Representing Discretionary with a Term Expiring September 3rd, 2027

RECOMMENDATION AND JUSTIFICATION

Re-Appoint Margarita King to the Mariposa County Local Child Care Planning Council as a Member Representing Public Agencies with a Term Expiring September 3rd, 2027; and Re-Appoint Liz Wilcox to the Mariposa County Local Child Care Planning Council as a Member Representing Discretionary with a Term Expiring September 3rd, 2027.

BACKGROUND AND HISTORY OF BOARD ACTIONS

According to the by-laws, the Local Child Care Planning Council shall consist of no more than twenty (20) members with representation from various economic, social and occupational groups. This committee has ten (10) voting members and ten (10) alternates. Two (2) Child Care Providers, Two (2) Community Representatives, Two (2) Public Agency Representatives and Two (2) Additional Representatives, appointed at the Discretion of the Appointing Bodies. The Board shall appoint one (1) member from each of the membership categories listed above for a total of five (5) members. The Superintendent shall appoint one (1) member from each of the membership categories listed above for a total of five (5) members.

The term of office is three (3) years from the date of appointment. The purpose of the Mariposa County Local Child Care Planning Council is to serve as a forum to address the child care needs of all families and for all child care programs, both subsidized and non-subsidized, in Mariposa County.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Mariposa County Local Child Care Planning Council (LCCPC) will not have a member representing Public Agencies.

FINANCIAL IMPACT

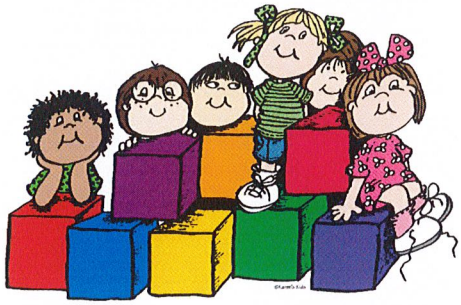
Not Applicable.

ATTACHMENTS

1. **Margarita King App,**
2. **Membership Reappoinmtment BOS**

VOTE RESULT

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



Mariposa
Local Child Care Planning Council

P.O. Box 1162
Mariposa, CA 95338
(209) 966-6299

APPLICATION FOR MARIPOSA COUNTY
LOCAL CHILD CARE PLANNING COUNCIL MEMBERSHIP

NAME: Margarita King DATE: 7-11-24

ADDRESS: PO Box 5 PHONE: 966-3689

COUNTY: Mariposa

1. Which of the following 5 categories do you qualify to represent?

Community	Child Care Provider
X Public Agency	Child Care Consumer
Other _____	

2. What is your experience in relation to children, families and/or child care?
Public Health Nurse

3. Are you available to attend meetings on the 3rd Monday of each month at 1:00?
☑ Yes ☐ No

4. Have you worked with community organizations in the past? If so, which ones?
Yes, Lions, Soroptomist

5. What specific areas of expertise can you share with the Council?
Public Health Info.

Margarita King
Signature

7-11-24
Date

September 3rd, 2024

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

Dear Board of Supervisors,

As per regulation, one half of the Mariposa Local Child Care Planning Council's membership is appointed by the Superintendent of Schools. The other half appointed by the Mariposa County Board of Supervisors.

At this time the council is seeking the reappointment of Margarita King as a Public Agency Representative. Margarita has been such an asset to our council in so many ways and we look forward to continuing our work with her.

The Council unanimously voted to reappoint Margarita for another three-year term at our May meeting.

We ask that you send us a signed determination at your earliest convenience. Thank you for your time and consideration in this matter. If you should have any questions, please do not hesitate to call me at 966-6299.

Respectfully submitted,

Amber Chambers
LCCPC Coordinator

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-378

MEETING: September 3, 2024

TO: The Board of Supervisors

FROM: Kristina Keheley, Health and Human Services Agency Director

RE: Approve this First Amendment with Deerfield Solutions, LLC in the Amount of $8,380 for Level of Care Utiliztion System (LOCUS) for Psychiatric and Addiction Services Software Integration and Online Services; and Authorize the Board of Supervisors Chair to Sign the Amendment

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RECOMMENDATION AND JUSTIFICATION

Approve this First Amendment with Deerfield Solutions, LLC in the Amount of $8,380 for Level of Care Utiliztion System (LOCUS) for Psychiatric and Addiction Services Software Integration and Online Services; and Authorize the Board of Supervisors Chair to Sign the Amendment.

Deerfield Solutions, LLC. will provide Mariposa County Health and Human Services Agency (HHSA) licenses for use of the Level of Care Utilization System for Psychiatric and Addiction Services (LOCUS) software integration
and online services.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board of Supervisors approved the original agreement June 7, 2022 through Resolution Number 2022-325.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Failure to approve the agreement will result in the County forgoing an opportunity to improve data tracking and analysis of HHSA services related to mental health and substance use and disorder. Failure to perform level of care assessments may put us out of compliance with the state requirement that we use a tool to assess client care options.

FINANCIAL IMPACT

There is no impact on the General Fund.

ATTACHMENTS

1. **Deerfield Soilutions, LLC 2025 (A01)**
2. **Deerfield Solutions LLC 2023**

VOTE RESULT

RESULT: **Adopted (UNANIMOUS)**

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

First Addendum
to
End User License Agreement for LOCUS Online / LOCUS On-Prem / LOCUS Integration

This First Addendum amends the End User License Agreement for LOCUS Online / LOCUS On-Prem / LOCUS Integration (the "Agreement") between Deerfield Solutions, LLC ("DS") and Mariposa County Health & Human Services Agency at 5362 Lemee Lane, Mariposa , CA 95362("Licensee") dated 08/23/2022.

1. Effective 08/23/2024 DS will no longer be providing clinical training on the licensed products. Licensee may obtain training on the licensed products from the American Association of Community Psychiatrists (AACP) by contacting Stephanie Smit-Dillard (stephanie.smit-dillard@communitypsychiatry.org). Licensee shall be solely responsible for all fees imposed by AACP or any other provider of training.

2. Effective 08/23/2024, the Adult and Adolescent versions of the LOCUS tools will be licensed separately. These changes will be reflected in an updated Schedule A.

3. Effective 08/23/2024, Schedule A is deleted in its entirety and replaced with the attached and revised Schedule A.

Except as specifically modified by this First Addendum, the remainder of the terms and provisions of the Agreement are ratified by the parties, and shall continue and remain unchanged and in full force and legal effect.

The parties have executed this First Addendum as of this day, 05/15/2024.

DEERFIELD SOLUTIONS, LLC	Mariposa County Health & Human Services Agency
Matthew Mangold, CEO	Miles Menetrey, Chair Board of Supervisors

Schedule A

Product Info, Term, Termination, License Fee, & Payment Terms

Term / Renewal: This Agreement shall commence on the Effective Date and terminate on 05/14/2025 (the "Initial Term"). Thereafter, this Agreement shall automatically renew for successive one-year periods (each a "Renewal Term") unless either party provides written notice of cancellation as defined in section 6 termination.

Product: Licensee is licensed for the following implementations.

LOCUS Online	☐	LOCUS On-Prem	☐	LOCUS Integration	☒	LOCUSAPI	☐
CALOCUS Online	☐	CALOCUS On-Prem	☐	CALOCUS Integration	☒	CALOCUS API	☐

*** If this is an integration – please enter vendor and product name.*

EHR Vendor/ Product Name:	**NA**

Additional Information:

- License Covers Region(s): FL. Region
- Unlimited usage of the tools.
- Technical support provided 8am-5pm Eastern Time excluding federal holidays.

LOCUS Annual Fee:	**$8,380.00 Primary**
CALOCUS Annual Fee: **Discount**	**$2,095.00 Secondary** **$2,095.00 Discount through 08/23/2025**
Total Fee:	**$ 8,380.00**

Canadian Customers: *The Licensee shall be responsible for all sales taxes, use taxes, and any other similar taxes imposed by any federal, state, or local governmental entity on the transactions templated by this Agreement (excluding taxes based upon Vendor's net income).*

US Customers: *When DS has the legal obligation to pay or collect such taxes (meets nexus requirements), the appropriate amount shall be invoiced to and paid by the Licensee above and beyond the contracted amount unless the Licensee provides DS with a valid tax exemption certificate authorized by the appropriate taxing authority.*

Payment Terms: DS shall invoice the Licensee on the following schedule:

Monthly	☐
Quarterly	☒
Annually	☐
N/A – Third Party Payer *(Enter Third Party Name Here)*	☐

	Billing Information:	**Business Owner Contact:**	**Technical Contact:**
Name:	**Mariposa County Health & Human Services Agency** **Attn: Sondra Meek**	**Sheila Baker** **<sbaker@mariposacounty.org>**	
Address:	**P.O. Box 99**	**5362 Lemee Lane**	
Address 2:			
City:	**Mariposa**	**Mariposa**	
State:	**CA**	**CA**	
Zip:	**95338**	**95362**	

Phone:	**209-966-2000**	**209-966-2000**	
Email:	**smeek@mariposacounty.org**	**sbaker@mariposacounty.org**	
The Licensee shall remit payment, in full and without offset or counterclaim, to DS within thirty (30) days of the receipt of a correct invoice. Invoices paid later than (30) days will be assed charge a late fee of 3% on the current balance accrued monthly.			

MARIPOSA COUNTY

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

RESOLUTION - ACTION REQUESTED 2022-325

MEETING: June 7, 2022

TO: The Board of Supervisors

FROM: Joe Lynch, Health & Human Services Agency Director

RE: Approval for Deerfield Solutions to Provide LOCUS Services

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RECOMMENDATION AND JUSTIFICATION
Approve Agreement with Deerfield Solutions, LLC to Provide Level of Care Utilization System (LOCUS) for Psychiatric and Addiction Services software integration and online services for an Initial Term of March 9, 2022 through March 8, 2023 with an Automatic Annual Renewal; and Authorize the Board of Supervisors Chair to Sign the Agreement.

Deerfield Solutions, LLC. will provide Mariposa County Health and Human Services Agency (HHSA) licenses for use of the Level of Care Utilization System for Psychiatric and Addiction Services (LOCUS) software integration
and online services. The Agreement has a fee of $8,380 for the first year and automatically renews annually thereafter.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
Board of Supervisors has not approved any prior agreements with Deerfield Solutions, LLC.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Failure to approve the agreement will result in the County forgoing an opportunity to improve data tracking and analysis of HHSA services related to mental health and substance use and disorder. Failure to perform level of care assessments may put us out of compliance with the state requirement that we use a tool to assess client care options.

FINANCIAL IMPACT:
There is no impact to the General Fund. The costs of this agreement will be paid out of the behavioral health budgets.

ATTACHMENTS:
Mariposa County HHSA and Locus - May 5 2022 (PDF)

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

REF ID# 12980

END USER LICENSE AGREEMENT
for
LOCUS Online / LOCUS On-Prem / Locus Integration

This Agreement, effective 03/09/2022 ("Effective Date"), is made between Deerfield Solutions, LLC, a Pennsylvania limited liability company ("DS") with a principal place of business located at 800 E. Main Street, Bradford, Pennsylvania 16701 and Mariposa County Health & Human Services Agency ("Licensee") with a principal place of business located at Mariposa County Health & Human Services Agency.

In consideration of the mutual covenants contained in this Agreement, and intending to be legally bound, the parties agree as follows:

1. **Definitions**.
    a. **Authorized User** shall mean an employee, independent contractor, or agent of the Licensee identified on the attached Schedule B.
    b. **CALOCUS** shall mean the Child and Adolescent Level of Care Utilization System software application.
    c. **Confidential Information** shall mean any information concerning the other party's business, whether tangible, intangible, visual, electronic written, or oral form, including, without limitation, all (i) software, (ii) DS's Product, (iii) trade secrets, (iv) financial information and pricing, (v) technical information (including research, development procedures, algorithms, data, designs, and know-how), (vi) individually identifiable patient information, and (vii) business information (including operations, marketing plans, product plans, customer lists, and supplier lists). Confidential Information includes any information obtained or accessed by either party which, if not otherwise described above, is of such nature that a reasonable person would believe it to be confidential.
    d. **LOCUS Data** shall mean any data directly related to the LOCUS and CALOCUS assessments, including the entire result set, prior level of care, current level of care, recommended level of care, and reasons for overriding the recommendation.
    e. **LOCUS** shall mean the Level of Care Utilization System for Psychiatric and Addiction Services software application.
    f. **LOCUS Online** shall mean the Product when accessed by the Licensee from www.locusreporter.com or successor website which is owned, controlled, or leased by DS. LOCUS Online includes access to LOCUS and CALOCUS.
    g. **LOCUS On-Prem** shall mean the Product when installed on the computing infrastructure owned, controlled, or leased by the Licensee or a Third Party Payer. LOCUS On-Prem includes access to LOCUS and CALOCUS.
    h. **LOCUS Integration** shall mean the recreation or duplication of the Product in an existing system such as an Electronic Health Record (EHR) system that utilizes the Product's algorithm and look and feel. Integrations must be validated by DS prior to go live. These integrations may be performed by the Licensee using the native tools provided within their Electronic Health Record system without their EHR vendors knowledge or by the EHR vendor directly under license from DS.
    i. **Product** shall mean the LOCUS Online, LOCUS On-Prem, or LOCUS Integration product that DS licenses to the Licensee through this Agreement, together with accompanying training materials, software support, or other information regarding the use of the software application(s).

RES. NO. 22-325

END USER LICENSE AGREEMENT
for
LOCUS Online / LOCUS On-Prem / Locus Integration

This Agreement, effective 03/09/2022 ("Effective Date"), is made between Deerfield Solutions, LLC, a Pennsylvania limited liability company ("DS") with a principal place of business located at 800 E. Main Street, Bradford, Pennsylvania 16701 and Mariposa County Health & Human Services Agency ("Licensee") with a principal place of business located at Mariposa County Health & Human Services Agency.

In consideration of the mutual covenants contained in this Agreement, and intending to be legally bound, the parties agree as follows:

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    b. **CALOCUS** shall mean the Child and Adolescent Level of Care Utilization System software application.

    c. **Confidential Information** shall mean any information concerning the other party's business, whether tangible, intangible, visual, electronic written, or oral form, including, without limitation, all (i) software, (ii) DS's Product, (iii) trade secrets, (iv) financial information and pricing, (v) technical information (including research, development procedures, algorithms, data, designs, and know-how), (vi) individually identifiable patient information, and (vii) business information (including operations, marketing plans, product plans, customer lists, and supplier lists). Confidential Information includes any information obtained or accessed by either party which, if not otherwise described above, is of such nature that a reasonable person would believe it to be confidential.

    d. **LOCUS Data** shall mean any data directly related to the LOCUS and CALOCUS assessments, including the entire result set, prior level of care, current level of care, recommended level of care, and reasons for overriding the recommendation.

    e. **LOCUS** shall mean the Level of Care Utilization System for Psychiatric and Addiction Services software application.

    f. **LOCUS Online** shall mean the Product when accessed by the Licensee from www.locusreporter.com or successor website which is owned, controlled, or leased by DS. LOCUS Online includes access to LOCUS and CALOCUS.

    g. **LOCUS On-Prem** shall mean the Product when installed on the computing infrastructure owned, controlled, or leased by the Licensee or a Third Party Payer. LOCUS On-Prem includes access to LOCUS and CALOCUS.

    h. **LOCUS Integration** shall mean the recreation or duplication of the Product in an existing system such as an Electronic Health Record (EHR) system that utilizes the Product's algorithm and look and feel. Integrations must be validated by DS prior to go live. These integrations may be performed by the Licensee using the native tools provided within their Electronic Health Record system without their EHR vendors knowledge or by the EHR vendor directly under license from DS.

    i. **Product** shall mean the LOCUS Online, LOCUS On-Prem, or LOCUS Integration product that DS licenses to the Licensee through this Agreement, together with accompanying training materials, software support, or other information regarding the use of the software application(s).

j. **Supplemental Materials** shall mean non-public domain materials which support training, competency development, and meeting regulatory requirements. These include: handouts, power point presentations, Inter-Rater Reliability related materials, and training manual.

k. **Transparency Portal** shall mean the ability of the licensee to create a special third party/patient account that can be used to access the LOCUS tool documentation for regulatory compliance as well as perform assessments. This functionality must be enabled by DS for use by Licensee.

l. **Update** shall mean an enhancement or modification to the Product (such as updated versions, minor improvements, maintenance corrections, error corrections, and bug fixes) which DS generally makes available to its licensees without an additional or increased fee.

m. **Validate** shall mean the process by which DS reviews and approves a LOCUS integration for production use within Licensee's environment. This process is completed upon initial deployment and subsequent contract renewals.

n. **Third Party Payer** shall mean any organization or entity that purchases and licenses the Product on behalf of another organization.

2. **Grant of License to Licensee**. DS grants the Licensee a limited, revocable, worldwide, non-exclusive, non-transferable, non-assignable license to use the Product in accordance with the terms of this Agreement.

3. **Updates**. DS will provide to the Licensee all Updates without additional charge. Upon delivery to the Licensee, the Updates will become part of the Product and will be subject to the terms of this Agreement.

4. **Product Customization**. Any customization of the Product, including custom reporting capabilities and integration into third-party products occurring after the initial integration and validation, may require an additional fee and shall be performed only as described in a Statement of Work signed by both parties that identifies the specific customization and the fee.

5. **Term**. This Agreement shall commence on the Effective Date and continue in effect for the period identified in the attached Schedule A.

6. **Termination**. This Agreement may be terminated upon the following events:

   a. By either party upon fifteen (15) days' written notice if the other party materially breaches this Agreement and such breach is not cured within thirty (30) days after the non-breaching party provides written notice of the breach to the breaching party. The Licensee is responsible for the actions or inactions of its Authorized Users, including any breaches of this Agreement caused by its Authorized Users.

   b. By DS, upon sixty (60) days' written notice to the Licensee, if DS discontinues making the Product available to similarly-situated customers.

   c. By DS, immediately upon DS's written notice to the Licensee, subject to applicable law, upon the Licensee's liquidation, commencement of dissolution proceedings, disposal of the Licensee's assets, the Licensee's failure to continue its business, the Licensee's assignment for the benefit of creditors, or the Licensee becomes the subject of a voluntary or involuntary bankruptcy or similar proceeding.

   d. By DS, upon thirty (30) days' written notice to the Licensee, if a Third Party Payer cancels its subscription covering Licensees usage and fees of the product for Licensee.

7. **License Fee; Payment Terms**. The parties agree to the license fee and payment terms identified on the attached Schedule A.

8. **Refund Policy**. DS shall not issue any refund except:

    a. If DS no longer offers the Product, then DS shall refund to the Licensee any Product credits purchased and unused within thirty (30) days of the date DS disables the Licensee's access to the Product (in the case of LOCUS Online) or terminates this Agreement in accordance with Paragraph 6(b) of this Agreement (in the case of LOCUS On Prem).

    b. If the Licensee is unable to install, integrate, validate, and "go-live" with LOCUS On Prem and the inability to do so is documented to be the result of DS's action or inaction; provided, however, that the occurrence of a force majeure event shall not be deemed to be an action or inaction of DS. In the event of such occurrence, DS, at its discretion, shall refund to the Licensee the service fee attributable to the period LOCUS On Prem was unavailable to the Licensee or terminate this Agreement.

    c. If the Licensee is unable to access LOCUS Online for more than twenty-four (24) consecutive hours and the inability to do so is documented to be the result of DS's action or inaction; provided, however, that the occurrence of a force majeure event shall not be deemed to be an action or inaction of DS; provided further, that the Licensee must notify DS of the event within thirty (30) days of the event. In the event of such occurrence, DS shall credit the Licensee an amount equal to the pro-rata service fee, calculated on an hourly basis, for the period LOCUS Online was unavailable to the Licensee.

9. **Early Termination Penalty**. If the Licensee terminates this Agreement without cause and before expiration of the then-current term, the Licensee shall pay to DS an early termination penalty equal to one hundred (100%) percent of the remaining license fees the Licensee would have paid to DS but for the Licensee's termination without cause.

10. **Licensee Responsibilities.**

    a. If the Licensee licenses LOCUS On Prem, the Licensee shall take all commercially reasonable action to install or integrate LOCUS On Prem, including, if applicable, the purchase or lease of equipment, third-party software, and other infrastructure required to use LOCUS On Prem.

    b. The Licensee shall not grant to another entity or individual (except Authorized Users) a license to use the Product.

    c. The Licensee shall not (not permit its Authorized Users) to reproduce, distribute, display, perform, adapt, create a derivative of, the Product or otherwise use or exploit the Product or to create, use, market, license, distribute, or sell any other product containing the Product.

    d. The Licensee shall not modify or alter the Product and shall not engage in (nor permit a third party to engage in) reverse engineering, disassembly, and decompilation, or similar manipulation of the Product.

    e. Upon termination, the Licensee's license to use the Product shall be automatically revoked and the Licensee shall cease all use of the Product. If the Licensee licenses LOCUS Online, DS shall disable the Licensee's access to the Product. If the Licensee licenses LOCUS On Prem, the Licensee shall cease all use and disable use of the Product except as necessary to retrieve reports created before the termination of this Agreement. The Licensee may retain a non-modifiable copy of all LOCUS and CALOCUS reports generated via the Product to fulfill record-keeping requirements under state and federal law.

    f. The Licensee shall provide and maintain accurate, current, and complete account information, including the Licensee's name, address, billing address, e-mail address, and payment information.

    g. The Licensee is responsible for all activity performed under the Licensee's account, including payment for all LOCUS and CALOCUS assessments generated under the Licensee's account.

11. **Data Privacy**. If the Licensee licenses LOCUS Online, then DS and the Licensee shall comply with the DS Privacy Policy identified on Schedule C, which Schedule is attached and incorporated only if the Licensee licenses LOCUS Online.

12. **Data Ownership.**

    a. **LOCUS On Prem**: All patient data and related clinical reports created or stored by the Licensee shall remain the exclusive property of the Licensee and DS shall have no access to the data or reports except when expressly shared by the Licensee with DS.

    b. **LOCUS Online**: All patient data and related clinical reports created or stored by the Licensee shall remain the exclusive property of the Licensee, except as identified on Schedule D, which Schedule is attached and incorporated only if the Licensee licenses LOCUS Online.

    c. **LOCUS Integration**: All patient data and related clinical reports created or stored by the Licensee shall remain the exclusive property of the Licensee and DS shall have no access to the data or reports except when expressly shared by the Licensee with DS.

13. **Indemnification by Licensee.** The Licensee shall defend DS (and its officers, directors, agents, and affiliates, collectively the "Indemnified Parties") for all third-party claims, actions, proceedings, and demands arising from or related to the Licensee's (or any of its Authorized User's) violation of this Agreement and the Licensee will indemnify the Indemnified Parties for all reasonable attorneys' fees incurred and damages and other costs finally awarded against an Indemnified Party under a settlement the Licensee approves of in connection with a third-party claim, action, proceeding, or demand made against an Indemnified Party.

    a. **Notice.** DS must promptly notify the Licensee, in writing, of any third-party claim, action, proceeding, or demand. No failure to do so shall relieve the Licensee of its obligations under this Agreement except to the extent the Licensee can demonstrate damages attributable to such failure.

    b. **Control of Defense.** The Licensee shall be entitled to have sole control over the defense and settlement of such claim; provided that (i) DS shall be entitled to participate in the defense of such claim and to employ counsel at its own expense to assist in the handling of such claim, and (ii) the Licensee shall obtain the prior written approval from DS before entering into any settlement of such claim or ceasing to defend against such claim if such settlement or cessation would cause injunctive or other equitable relief to be imposed against DS.

14. **Insurance**. DS shall obtain and maintain the following insurance policies: (i) Commercial General Liability covering bodily injury, death, and property damage in the amount of [1,000,000] per occurrence/ [3,000,000] in the aggregate; (ii) Workers' Compensation Insurance in the amount required by applicable law; (iii) Cyber Liability Insurance in the amount of [1,000,000] per occurrence / [2,000,000] in the aggregate (iv) Professional liability [1,000,000] per occurrence/ [3,000,000] in the aggregate. DS shall provide a Certificate of Insurance, upon request, to Licensee. All policies will be written by insurers that are licensed to do business in the applicable jurisdiction and will be written by insurers which are rated AM Best A VII or higher

15. **Integration and Validation.** If the Licensee licenses LOCUS Integration, DS will use reasonable efforts to assist the Licensee with integrating the Product into the Licensee's electronic health record system or equivalent. DS will Validate LOCUS integration upon initial installation or integration into the Licensee's system and after the application of any Update to the Licensee's system. DS shall not be obliged to provide corrections or workarounds if any error is caused, in whole, by integration with third-party operating systems, software, or platforms (including Licensee's electronic health record software).

16. **Intellectual Property**. DS represents and warrants that copyright to the Product is registered to DS and the American Association of Community Psychiatrists (AACP) and the American Academy of Child and Adolescent Psychiatry (AACAP).

17. **Indemnification (Intellectual Property Rights)**. DS shall indemnify the Licensee against all liabilities, claims, and legal costs (including reasonable attorneys' fees) paid to, or for the benefit of, a third party arising from any third party claim or suit alleging the Product infringes any copyright, trade secret, trademark rights, or U.S. patent rights of a third party.

    a. **Notice**. The Licensee must promptly notify DS, in writing, of any third-party claim of infringement. No failure to so notify DS shall relieve DS of its obligations under this Agreement except to the extent DS can demonstrate damages attributable to such failure.

    b. **Control of Defense**. DS shall be entitled to have sole control over the defense and settlement of such claim; provided that (i) the Licensee shall be entitled to participate in the defense of such claim and to employ counsel at its own expense to assist in the handling of such claim, and (ii) DS shall obtain the prior written approval from the Licensee before entering into any settlement of such claim or ceasing to defend against such claim if such settlement or cessation would cause injunctive or other equitable relief to be imposed against the Licensee.

    c. **Limitations on Indemnification**. DS shall not be liable for and shall not indemnify the Licensee against any infringement claim resulting from (i) modification of any Product by the Licensee or a third party, including an electronic health record vendor; (ii) combination of any Product with hardware, software, or other intellectual property provided by anyone other than DS; (iii) use of a superseded or altered release of some or all of the Product; (iv) the Licensee's failure to use Updates deployed by DS; or (v) use of any software in any manner not expressly contemplated by this Agreement.

    d. **Repair or Replacement of Infringing Product.** In the event of a third-party infringement claim, DS shall, at its sole election and expense: (i) procure for the Licensee the right to continue to use the Product pursuant to this Agreement, (ii) replace or modify the Product to make it non-infringing while still complying with the terms of this Agreement, or (iii) terminate this Agreement.

    e. **Third-Party Products. DS MAKES NO REPRESENTATIONS OR WARRANTIES AND PROVIDES NO INDEMNIFICATION OR REPLACEMENT COVENANTS OF ANY KIND CONCERNING THIRD-PARTY PRODUCTS.** DS's sole responsibility as to Third Party Products is to pass through any intellectual property warranties, indemnification, and replacement provisions that DS receives from the vendors of Third Party Products and which DS is allowed to pass on. "Third Party Product" means application software products provided by third-party vendors, including operating system and application software with which the Product interfaces and which provides certain functions essential to the operation of the Product.

18. **DISCLAIMER OF WARRANTY.**

    EXCEPT AS STATED IN THIS AGREEMENT, DS DOES NOT MAKE WARRANTIES (EXPRESS, IMPLIED, OR STATUTORY) REGARDING THE PRODUCT, INCLUDING ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

    DS DOES NOT WARRANT THAT THE USE OR OPERATION OF THE PRODUCT SHALL BE UNINTERRUPTED OR ERROR-FREE. DS DOES NOT MAKE ANY WARRANTY THAT THE PRODUCT SHALL BE FREE OF BUGS, SECURITY BREACHES, OR VIRUS ATTACKS.

DS DOES NOT MAKE ANY WARRANTY OR REPRESENTATION CONCERNING THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE PRODUCT.

19. **EXCLUSION OF INCIDENTAL, CONSEQUENTIAL, AND CERTAIN OTHER DAMAGES.**

    IN NO EVENT SHALL DS BE LIABLE FOR ANY DAMAGES ARISING OUT OF OR IN ANY WAY RELATED TO (I) THE USE OF OR INABILITY TO USE THE PRODUCT, (II) THE PROVISION OF OR THE FAILURE TO PROVIDE SUPPORT OR OTHER SERVICES, INFORMATION, SOFTWARE, HARDWARE, AND RELATED CONTENT THROUGH THE PRODUCT OR OTHERWISE ARISING OUT OF THE USE OF THE PRODUCT, (III) OTHERWISE UNDER OR IN CONNECTION WITH ANY PROVISION OF THIS AGREEMENT, OR (IV) THE CLINICAL DECISIONS MADE BY THE LICENSEE OR ITS EMPLOYEES, STAFF, OR PERSONNEL BASED ON THE PRODUCT. THESE EXCLUSIONS APPLY EVEN IN THE EVENT OF THE FAULT, TORT (INCLUDING NEGLIGENCE), MISREPRESENTATION, STRICT LIABILITY, BREACH OF CONTRACT, OR BREACH OF WARRANTY OF DS, AACP, OR THE AMERICAN ACADEMY OF CHILD AND ADOLESCENT PSYCHIATRY (AACAP) AND EVEN IF DS, AACP, OR AACAP HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

    THE TERM "DAMAGES" INCLUDES, BUT IS NOT LIMITED TO, SPECIAL DAMAGES, INCIDENTAL DAMAGES, PUNITIVE DAMAGES, INDIRECT DAMAGES, AND CONSEQUENTIAL DAMAGES (FOR EXAMPLE, LOSS OF PROFITS; LOSS OF CONFIDENTIAL OR OTHER INFORMATION; BUSINESS INTERRUPTION; AND PERSONAL INJURY).

    NOTWITHSTANDING ANY DAMAGES INCURRED FOR ANY REASON AND UNDER ANY LEGAL THEORY, THE ENTIRE LIABILITY OF DS, AACP, AND AACAP, AND THE LICENSEE'S EXCLUSIVE REMEDY (EXCEPT FOR ANY REMEDY OF REPAIR OR REPLACEMENT ELECTED BY DS) SHALL BE LIMITED TO ACTUAL, DIRECT DAMAGES UP TO THE LESSER OF THE AMOUNT PAID BY THE LICENSEE FOR THE PRODUCT OR TEN THOUSAND ($10,000) DOLLARS.

    THESE LIMITATIONS, EXCLUSIONS, AND DISCLAIMERS SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS ITS ESSENTIAL PURPOSE.

    EXCEPT AS OTHERWISE PROVIDED, THIS SECTION SETS FORTH THE ENTIRE LIABILITY OF DS, AACP, AND AACAP, AND THE LICENSEE'S EXCLUSIVE REMEDY FOR CLAIMS RELATING TO ALL CAUSES OF ACTION, INCLUDING INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS, TORT, AND CONTRACT.

20. **Force Majeure**. Neither party shall be liable to the other by reason of any failure or delay in the performance of its obligations on account of events beyond the reasonable control of a party, which may include denial-of-service attacks, a failure of a third-party hosting provider or utility provider, strikes, shortages, riots, fires, acts of God, war, terrorism, and government action substantially restricting or preventing the carrying on of the responsibilities of a party to this Agreement. The provisions of this paragraph shall not operate to excuse the Licensee from the prompt payment of any sums due under this Agreement.

21. **Publicity**. All public statements, advertisements, promotional material, and press releases relating to this Agreement must be approved, in advance, by both parties.

22. **Same Line of Business.** Each party understands and agrees that the other party (including through its present or future parent entities, subsidiaries, or third party business interests that a party might acquire) may be in a business similar to or the same as the other party, and may already have developed, be in the process of developing, or plan to develop products, services, and/or information similar to those owned or developed by the other party. Nothing contained in this Agreement shall be construed to prohibit a party from entering a similar or the same line of business as long as it does so independently and without using Confidential Information disclosed by the other party or any intellectual property of the other party.

23. **Third-Party Beneficiary.** The Licensee and DS designate AACP and AACAP as third-party beneficiaries of Section 17 and 18 of this Agreement, having the right to enforce those Sections.

24. **Notice.** Any legal notice required to be provided by one party to the other party under this Agreement shall be deemed given and received on the date it is delivered (i) in person or (ii) via the US Postal Service or nationally recognized carrier, so long as it is delivered with a confirmation of delivery.

    a. If to DS: Deerfield Solutions, LLC, Attn: Chief Executive Officer, 800 E Main St, Bradford, PA 16701.

    b. If to Licensee: to the e-mail or postal address identified with the Licensee's account.

25. **Governing Law; Venue.** This Agreement and all issues relating to the validity, interpretation, or performance (whether sounding in breach or tort), shall be governed by and interpreted under the laws of Pennsylvania. Any dispute shall be determined by the state or federal court with jurisdiction in McKean County, Pennsylvania. The Parties agree to accept service or process to vest personal jurisdiction over them in any of these courts.

26. **Severability.** If a court deems any provision of the Agreement void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.

27. **Assignment.** Licensee shall not assign or transfer any of its rights, duties, or obligations under this Agreement without the prior written consent of DS. DS reserves the right to condition consent on the assignee's or transferee's agreement to modify the compensation due under this Agreement based upon the increased number of assessment uses to which this Agreement, if assigned or transferred, would apply. DS may assign or transfer any of its rights, duties, or obligations under this Agreement, without the Licensee's consent.

28. **Survival.** The provisions of this Agreement regarding indemnification, warranties, limitations of liability, limitations of damages/remedy, applicable law, jurisdiction, and venue, shall survive the termination or expiration of this Agreement.

29. **Modification.** Any modification of this Agreement shall not be valid or enforceable unless set forth in a writing signed by both parties.

30. **Entire Agreement.** This Agreement, including any attached Schedules or Scope of Work entered into after the Effective Date, constitutes the entire agreement between the parties related to the Licensee's license to the Product and supersedes all prior oral or written agreements and negotiations between the parties related to the license of the Product.

31. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Scanned, digital, emailed, and faxed signatures shall be treated as originals.

Intending to be legally bound, the parties have executed this Agreement as of the Effective Date.

DEERFIELD SOLUTIONS, LLC

Matthew Mangold, Director

LICENSEE

Rosemarie Smallcombe, Chair
Mariposa County Board of Supervisors

APPROVED AS TO FORM:

STEVEN W. DAHLEM
COUNTY COUNSEL

Schedule A
Product Info, Term, Termination, License Fee, & Payment Terms

Term / Renewal: This Agreement shall commence on the Effective Date and terminate on 03/08/2023 (the "Initial Term"). Thereafter, this Agreement shall automatically renew for successive one-year periods (each a "Renewal Term") unless either party provides written notice of cancellation as defined in section 6 termination.

Product: Licensee is licensed for the following implementations.

LOCUS Online	☒	LOCUS On-Prem	☐	LOCUS Integration	☐	LOCUS-API	☐

Additional Information:

- Free training during the contracted period.
- Unlimited usage of the tools.
- Technical support provided 8am-5pm Eastern Time excluding federal holidays.

Annual Fee:	$5,500 Integration / $2,880 Online Version

The Licensee shall be responsible for all sales taxes, use taxes, and any other similar taxes imposed by any federal, state, or local governmental entity on the transactions contemplated by this Agreement (excluding taxes based upon Vendor's net income). When DS has the legal obligation to pay or collect such taxes, the appropriate amount shall be invoiced to and paid by the Licensee unless the Licensee provides DS with a valid tax exemption certificate authorized by the appropriate taxing authority.

Payment Terms:
DS shall invoice the Licensee on the following schedule:

Monthly	☐
Quarterly	☒
Annually	☐
N/A – Third Party Payer *(Enter Third Party Name Here)*	☐

	Billing Contact and Address:	**Sales Contact and Address:**
Name:	**Mariposa County Health & Human Services Agency Attn: Sondra Meek**	**Sheila Baker <sbaker@mariposacounty.org>**
Address:	**P.O. Box 99**	**5362 Lemee Lane**
Address 2:		
City:	**Mariposa**	**Mariposa**
State:	**CA**	**CA**
Zip:	**95338**	**95362**
Phone:	**209-966-2000**	**209-966-2000**
Email:	**smeek@mariposacounty.org**	**sbaker@mariposacounty.org**

The Licensee shall remit payment, in full and without offset or counterclaim, to DS within thirty (30) days of the receipt of a correct invoice. DS, in its discretion, may charge a late fee.

Schedule B
Authorized Users and Affiliates

Authorized User shall mean an employee, independent contractor, or agent authorized by the Licensee and granted access by the Licensee to use the Product.

The parties agree that the Authorized Users shall include:

- Laura Glenn – Staff Services Analyst II. Contact information: lglenn@mariposacounty.org and 209 966-2000

As a courtesy to DS, to the extent Licensee is aware of and has knowledge, the Licensee will report to DS any individual or entity whom the Licensee reasonably believes may be violating this License or DS's intellectual property rights.

Schedule C-1 – LOCUS Online Data Privacy
Applicable only to LOCUS Online

This Policy describes the privacy practices of Deerfield Solutions, LLC and applies to all access and use of the Level of Care Utilization System (LOCUS) and Child & Adolescent Level of Care Utilization System (CALOCUS) (collectively, the "Products") available through www.locusreporter.com or successor website.

Agreement to this Policy:
By using the Products, you agree to the terms of this Policy, including how we collect, use, and disclose information about you and your patients during the use of the product. We may periodically amend this Policy. If we make changes, we will identify the revision date at the top of this Policy. The changes will become effective when we post the revised Policy on our website. We may also, at our discretion, notify you of material revisions to this Policy via e-mail to the address listed on your account. By using our Products, you agree to the changes in the revised Policy.

Information we collect about the user:
We collect information about the organization or provider who subscribes to our Products. To access certain services or functions via our website, you may be asked to disclose personally identifiable information, such as your name, address, e-mail address, telephone number, billing number, IP address, and any data you voluntarily submit to us. In submitting this information, you acknowledge and agree that we may use and store any such information about you in accordance with our Policy.

We may process and store your personally identifiable information on a server located outside of your jurisdiction. When you provide your personally identifiable information to us, you agree that we may transfer your information across state and national boundaries. If you do not consent to such transfer as well as the processing and storage of your personally identifiable information outside your jurisdiction, you should not provide such information to us.

Information we collect about the patient:
We do not collect protected health information (PHI) as defined by HIPAA or personally identifiable information as defined by 42 C.F.R. Part 2. Our Products only collect de-identified data, as defined by HIPAA. We cannot access the PHI of your clients unless you provide that information to us, such as via an audit or customer support matter.

Other Information we collect:
The term "Other Information" is any information that does not reveal your specific identity or the identity of your patient. In other words, the term "Other Information" does not include any Personally Identifiable Information or Protected Health Information.

This information may take the form of metadata, analytics data, log file information, location data, and device identifiers. We use this information to ensure our website functions properly, analyze user patterns, detect and prevent fraud, and for general security purposes. We may also collect statistical information about the usage of our Products to improve our Products and provide a better user experience.

We employ cookies and similar tracking technologies only on the LOCUS Online product. We use this information to ensure our website functions properly, to enhance the user experience, to analyze user patterns, to detect and prevent fraud, and for general security purposes. If you access the Products through www.locusreporter.com, you can set your web browser to refuse all cookies or to indicate when a cookie is being sent. However, some features of the Products may not function properly if the ability to accept cookies is disabled.

You may opt out of certain data collection types as outlined in Schedule C-2.

How we share your information:
We will disclose your information where required to do so by law or subpoena or if we reasonably believe that such action is necessary to (a) comply with the law and the reasonable requests of law enforcement; (b) to enforce our End User License Agreement; or (c) to protect the security or integrity of our Products.

We may also share de-identified data with others for the purposes of continuous quality improvement , including the owner of the LOCUS and CALOCUS copyright, the American Association for Community Psychiatry (AACP) and the American Academy for Child and Adolescent Psychiatry (AACAP). Any shared information will be in an aggregated and anonymous form that does not identify you directly as an individual or company nor identify any patient.

You may opt out of data sharing as outlined in Schedule C-2.

Links to other sites (for locusonline.com users):
If you access the Products via www.locusreporter.com, you may be able to follow links from our website to other websites. You should review the privacy and security policies and other terms and conditions of these third-party websites. We are not responsible for and cannot control the privacy or security practices of third-party sites. We cannot vouch for the accuracy, completeness, or reliability of their information of third-party sites.

Security:
We employ data security measures that comply with applicable federal and state laws and follow commonly accepted industry standards, including HIPAA. We cannot ensure or warrant the security of any information you transmit to us or guarantee that information transmitted via our Products may not be accessed, disclosed, altered, or destroyed. We encourage you to employ reasonable industry standards to protect the data stored on your system and transmitted to our system.

If you access our Product via an integrated electronic health record or stand-alone software, your data is stored solely on your servers or the servers of a third party with whom you contract to provide data storage. We are unable to access any of this data. As a result, we are unable to recover any data you may lose. You are responsible for securing, storing, and creating backup copies of your data.

Compromise of information:
If any information under our control is compromised as a result of a breach of security, we will take reasonable steps to investigate the situation. Where appropriate or required by applicable law, we will notify those individuals whose information may have been compromised.

Change of Control:
We may buy, sell, license, assign, or transfer the company or any of its Products to another business entity. In that event, your information such as customer-identifying information, customer content stored on our system, and other user-related information will likely be among the items transferred during a change of control.

Protecting Children's Privacy Online:
The locusonline.com website is not intended to be used by individuals under the age of thirteen (13). We do not knowingly collect information from children under 13 without parental consent. If you believe we received information from an individual under the age of thirteen (13), please contact us at our email or physical mailing address listed in the Contact Us section below. We will take all reasonable efforts to remove the information. For information about the Children's Online Privacy Protection Act (COPPA) visit the Federal Trade Commission website. If you use the CALOCUS product to assess children, anonymized child-related data will be stored on our servers.

Regarding the data transmitted to and stored by our Products, we only store de-identified data and therefore we are unable to determine whether any information pertains to a child under the age of thirteen.

Applicable Law:
This policy will be governed by the laws of the Commonwealth of Pennsylvania without regard to choice-of-law principles. The exclusive jurisdiction and venue for actions related to the subject matter of this policy will be the state and the federal courts having within their jurisdiction in McKean County, Pennsylvania. You agree to the jurisdiction of these courts and we both agree that legal process may be served in the manner provided in this policy for giving notice or in a manner otherwise allowed by state or federal law.

Notice:
Any notice provided by one party to the other party under this policy will be in writing and sent either via a postal service or commercial carrier or certified mail so long as it uses a delivery confirmation method.

We will send notices to you at your address on record at our company. If you have not provided a physical mailing address and have only provided a telephone number or e-mail address, we will use those addresses to provide notice.

You will send all legal notices to us at the mailing address listed in the Contact Us section of this policy.

Other Agreements:
The access and use of our Products are governed by this Privacy Policy, in conjunction with the End User License Agreement and any other agreements made between you and us. To the extent this Policy conflicts with the End User License Agreement, the End User License Agreement will take precedence.

Contact Us:
If you have any questions about our privacy policy or would like to opt-out of the collection of personal data, contact us at: sales@deerfieldsolutions.com or write to us at:

Deerfield Solutions, LLC
Attn: Executive Director
800 East Main Street
Bradford, PA 16701

Schedule C-2
LOCUS Online **Data Opt-Out Rights**

LOCUS Online allows Licensees to select the data privacy options best suited for their needs. Please select your privacy options from below by checking the boxes.

Things to Note:

- Client names are never saved in our system. They can only be entered on the final report for output purposes only.
- In the table below you will see options for "Enter on Final Report Only". When this option is selected the user will have the ability to type this data into the final report prior to printing it to a pdf but the data is not saved to the system. This allows organizations to enter data they wish to see on the output, but not save it in the system.

	Privacy Options
Ask for Name on Client Report	☒ **Enter on Final Report Only** – Data will be collected but not saved. ☐ **No** – Data entry fields will be removed.
Collect and Store Client ID's	☐ **Enter on Final Report Only** – Data will be collected but not saved. ☒ **Yes** – Data will be saved and asked for during assessment entry. ☐ **No** – Data entry fields will be removed.
Collect and Store Diagnosis	☐ **Enter on Final Report Only** – Data will be collected but not saved. ☒ **Yes** – Data will be asked for during assessment entry and saved. Data will show up on final report. ☐ **No** – Data entry fields will be removed.
Collect and Store Program/Referred To	☒ **Yes** – Data will be asked for during assessment entry and saved. Data will show up on final report. ☐ **No** – Data entry fields will be removed.
Collect and Store Evaluating Clinician	☒ **Yes** – Data will be saved and asked for during assessment entry. Data will show up on final report. ☐ **No** – Data entry fields will be removed.
Collect and Store Attending Physician	☐ **Enter on Final Report Only** – Data will be collected but not saved. ☒ **Yes** – Data will be saved and asked for during assessment entry. Data will show up on final report. ☐ **No** – Data entry fields will be removed.
Collect and Store Eval Notes	☐ **Enter on Final Report Only** – Data will be collected but not saved. ☒ **Yes** – Data will be saved and asked for during assessment entry. Data will show up on final report. ☐ **No** – Data entry fields will be removed.
Store Evaluation Results	☒ **Yes** – Evaluations results will be saved. ☐ **No** – Evaluations results will not be saved. If you choose this option, it will override any options chosen above where you opted to save data. It does not override your ability to enter on final report or impacts what shows up on the final report. It simply prevents data that was collected from being saved. This also disables 'Add on the fly" functionality.
Participate in Research	☒ **Yes** – Allow sharing of data de-identified data with AACP/AACAP for research. ☐ **No** – No data will be shared.

Appendix D - Data Security

DS periodically conducts, reviews, and updates an assessment of the potential risks to the confidentiality, integrity, and availability of DS's electronic data and data networks. The purpose of the periodic assessment is to identify (i) threats and vulnerabilities, (ii) the likelihood of exploitation of vulnerabilities, (iii) the level of adverse impact that would result from successfully exploiting a vulnerability, (iv) the measures available to reduce the threat or vulnerability, and (v) the extent to which potential safeguards and mitigation measures are available, commercially reasonable, and cost-effective.

In furtherance of DS's data security obligations to the Licensee, DS implements the following security measures to reduce identified risks to a reasonable and appropriate level.

1. **Cloud Computing Service Providers**: DS contracts with qualified, Cloud Computing Service Providers to house the LOCUS and CALOCUS Products. In the course of housing LOCUS and CALOCUS, Cloud Computing Service Providers may have access to Licensee's LOCUS and CALOCUS data (collectively, "Confidential Information"). Vendor DS requires all Cloud Computing Service Providers who have access to Confidential Information to maintain HIPAA SOC 2 and SOC 3 compliance.
2. **Physical Security**: DS maintains physical security measures for the ongoing protection of Confidential Information. Such measures include limiting physical access to data networks, workstations, and electronic media and procedures regarding the transfer, removal, disposal, and re-use of electronic media.
3. **Technical Safeguards**. DS maintains technical policies and procedures to prevent unauthorized individuals from accessing DS's electronic data, electronic systems, and Confidential Information, including but not limited to the following:
    a. **Network Security**: DS equips its network connections with intrusion prevention capabilities, including anti-virus and malware applications, patches, firewalls, and intrusion detection, in accordance with industry best practice. DS monitors for system weaknesses, anomalous user activity, and vulnerability, including periodic vulnerability scans and penetration tests. DS implements commercially reasonable measures to remediate identified vulnerabilities to accepted industry standards.
    b. **Patch Management**: DS applies security patches within a reasonable time after discovery of a vulnerability and consistent with industry standards based upon the level of security risk. If patch application cannot be implemented within a reasonable time, DS implements compensating controls to mitigate the risk until the security patch is applied.
    c. **Logging and Monitoring**: DS employs security controls to monitor its information systems and log key event. Such measures may include but are not limited to user activities, exceptions, successful and unsuccessful logins, access to audit logs, unauthorized information processing activities, suspicious activities, and information security events.
    d. **Vulnerability Assessments**: DS periodically performs security vulnerability testing. Licensee may, at its expense, perform vulnerability scans of DS's LOCUS and CALOCUS Products.
    e. **Risk Assessment**. DS periodically performs a risk assessment to identify security risks, and recommend appropriate security controls to mitigate identified risks to an acceptable and reasonable level.
    f. **Security Incidence Response Plan**: DS maintains a computer security incident response plan for the monitoring, investigation, reporting, mitigation, and resolution of security incidents.
4. **Notification of Security Breaches**. DS shall notify Licensee within seventy-two hours of discovering a breach of the security provisions set forth in this Agreement and will investigate and remedy such breach(es) in a diligent and timely manner.
5. **Data backup**. DS performs incremental backups and a daily full backup of critical systems that create, store, or transmit Confidential Information, (ii) maintain offsite storage of backups for critical systems in an appropriate

environment, and (iii) periodically test backups to ensure that exact copies of Confidential Information are retrievable when necessary.

6. **Business Continuity Plan.** DS maintains a business continuity plan that identifies disaster recovery, backup capabilities, and backup facilities in order to enable DS to perform its obligations to the Licensee with minimal disruptions or delays. DS shall provide a copy of its business continuity plan as of the Effective Date to Licensee upon request. If DS experiences a disruption to its data systems and infrastructure, DS shall promptly implement the Business Continuity Plan. DS shall promptly notify Licensee of the disruption and the expected duration, if known.
7. **Access to Licensee Systems.** If Licensee provide DS access to Licensee's electronic data systems, whether on-site or remotely, DS shall limit it access and use solely to perform its obligations under this Agreement and will not attempt to access any computer system, electronic file, software or other electronic services other than those specifically required to perform the obligations. DS shall comply with all requirements of Licensee's electronic data system access policies and HIPAA made available to DS.

Schedule E
Access to Copyrighted Materials

DS and the AACP shall grant the Licensee access to the following tools and materials to assist Licensee in using the Products. Boxes checked indicate the option selected.

☐ DS and AACP grants to Licensee a limited, non-exclusive, non-transferable, worldwide, revocable license to reproduce, distribute, and display the Supplemental Materials in their original form solely for the purpose of supervision, coaching, inter-rater-reliability; and related workforce support, as well as for compliance purposes, oversight and other business practices. Supplemental materials should not be used independently to provide initial training on use of the instrument training the Authorized Users (identified in Schedule A). Initial training on how to use the instruments must be provided through an AACP approved training program or process for LOCUS and AACP / AACAP approved training program or process for CALOCUS. Unless otherwise authorized by DS and the AACP in writing, Licensee shall not share the Supplemental Materials with any third-party. This license expires upon the termination of this Agreement.

☐ DS and AACP grants to Licensee a limited, non-exclusive, non-transferable, worldwide, revocable license to reproduce, distribute, display, and edit the LOCUS/CALOCUS Tools solely for the purpose of communicating with patients and providers regarding medical necessity and reimbursement determinations for behavioral health care; provided, however, the Licensee's use of the Tools retains the same or substantially similar meaning as is present in the Tools and does not create or imply an alternative meaning or interpretation of the LOCUS/CALOCUS Tools. This license expires upon the termination of this Agreement.

Licensee may publish the LOCUS and CALOCUS tools on Licensee's secure, password-protected portal through which it communicates other coverage benefits and criteria to health plan enrollees and providers, via the LOCUS Online Transparency Portal. Licensee may also provide access to the tools through this secure portal to members of the general public who request such access, in accordance with applicable state and federal laws. For providers, enrollees, and members of the public who request access to the tools but who are unable to access them through the secure portal for any reason, Licensee may provide the tools via electronic or postal mail. Licensee may not otherwise publish the LOCUS and CALOCUS tools for distribution to the general public. Additionally Licensee may distribute the tools and training manuals via electronic or postal mail in the normal course of communicating coverage decisions and denials.

☒ Licensee shall have no license to reproduce, distribute, display, edit, adapt, and create derivative works from the Training Materials and Tools.

Schedule F
Contract Modifications

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-379

MEETING: September 3, 2024

TO: The Board of Supervisors

FROM: Matt Johnson, Librarian

RE: Approve Operating Hours for Bassett Memorial Wawona Library Branch

---

RECOMMENDATION AND JUSTIFICATION

Approve Operating Hours for the Bassett Memorial Wawona Library Branch.

County ordinance allows for a variance from established hours with a resolution of the Board of Supervisors. Finding that the Bassett Memorial Wawona Library Branch would benefit from an minor adjustment to its current Saturday hours of 9 AM to 3 PM, and finding no resolution matching the desired library hours, staff presents this item to request Board approval for the following library branch hours of operation.

Wawona Branch:

Tuesday & Thursday: 12 PM - 5 PM
Saturday: 10 AM - 3 PM

The proposed hours account for circulation at this branch and the fact that more of the activity occurs later in the day, as we are not seeing much activity in the earlier morning hours. With Board approval, these hours would begin on Sept. 7, 2024.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board has approved other modifications to open hours in the past.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve. The library will continue to be open from 9 AM to 2 PM on Saturdays, but will continue to see a lack of patronage in the early portion of Saturday morning.

FINANCIAL IMPACT

None.

ATTACHMENTS

None

VOTE RESULT

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

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-380

MEETING: September 3, 2024

TO: The Board of Supervisors

FROM: Matt Johnson, Librarian

RE: Approve Donation of Aged Library Coin Machines to Madera and Merced County Libraries

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RECOMMENDATION AND JUSTIFICATION

Approve Donation of Aged Coin Machines to Madera County Library and Merced County Library

The Mariposa County Library no longer uses coin machines for its public printing service. The library staff collects payment at the circulation desk. The coin machines the library does have are aged, but could still be of some use to libraries within the San Joaquin Valley Library System that still use coin machines.

BACKGROUND AND HISTORY OF BOARD ACTIONS

Mariposa County Library is a member of the San Joaquin Valley Library System and works hand in hand with other libraries and counties in the system to make the consortium as strong as it can be. Mariposa County Library would like to support these other libraries rather than recycling the dated coin machines or have them taking up room despite not being in use. The other libraries still use the older machines. The monetary worth of these machines, when purchased new, is just over $2,000.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not donate coin machines. Develop a plan to store or discard the machines.

FINANCIAL IMPACT

None.

ATTACHMENTS

None

VOTE RESULT

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

MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING: September 3, 2024

TO: The Board of Supervisors

FROM: Steve Engfer, Planning Director

RE: Accept Resignation and Recognize the Service of Susan Clark on the Merced River Trail Community Working Group

---

RECOMMENDATION AND JUSTIFICATION

Accept Resignation and Recognize the Service of Susan Clark on the Merced River Trail Community Working Group.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board typically recognizes the service of committee members.

Clark was appointed on April 4, 2022.

With this action there will be four vacancies on this committee. Appointments, term expiration and vacancies have been advertised according to the Maddy Act.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Miss an opportunity to recognize the service of a committee member.

FINANCIAL IMPACT

Not Applicable.

ATTACHMENTS

1. **240817 Sue Clark Resignition Email_Redacted**
2. **240820 SPECIAL Vacancy Notice 4**

VOTE RESULT

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

From: Will Fassett
To: Sophea Craighead
Subject: Fw: Merced River Trail Committee
Date: Monday, August 19, 2024 8:24:57 AM

From: Susan Clark [redacted]
Sent: Saturday, August 17, 2024 11:23 AM
To: Will Fassett <wfassett@mariposacounty.org>; Hannah Harrison <hharrison@mariposacounty.org>; Rosemarie Smallcombe <rsmallcombe@mariposacounty.org>
Subject: Merced River Trail Committee

Greetings:

I hope your summer's going well!

Mark Abney and I plan to move to Quincy, CA in October, and I will no longer be able to serve on the Merced River Trail Committee.

Thank you for the opportunity to have worked with you all, and to have been part of a planning effort that protects and expands recreational opportunities within the Merced River corridor, a river that I'm extremely fond of.

All the best,
Sue Clark

Mariposa County
Planning Department

STEVE ENGFER
Planning Director

5100 Bullion Street
PO Box 2039
Mariposa, CA 95338
209-966-5151 FAX 209-742-5024
www.mariposacounty.org
sengfer@mariposacounty.org

NOTICE OF FOUR (4) SPECIAL VACANCIES ON THE MERCED RIVER TRAIL COMMUNITY WORKING GROUP (MRTCWG)

The vacancies are for unexpired terms ending on February 28, 2025 and February 28, 2026.

Qualified candidates shall represent one or more of the following groups:

- Bureau of Land Management
- Yosemite National Park
- US Forest Service
- Merced Irrigation District
- Upper Merced River Watershed Council
- Sierra Foothill Conservancy
- Creative Placemaking Strategy Advisory Committee
- Historic Sites & Records Preservation Commission
- Representatives of other organizations & the general public, including trail advocates & outdoor recreation enthusiasts

The purpose and functions of the MRTCWG shall be to:

- Formulate, design, implement and participate in a public stakeholder engagement program to ensure appropriate participation in the development of the Merced River Trail Master Plan;

- Provide technical expertise in topic areas germane to the Merced River Trail Master Plan, including but not limited to: the trail's regulatory context; trail construction and maintenance; existing trail conditions; right of way acquisition; environmental conservation, including wildlife habitat and water quality issues; public health advocacy and promotion; cultural interpretation and conservation; community design and aesthetics; and trail programming;

- Support the work of staff and consultants in the conduct of fact finding and data gathering necessary to identify and negotiate significant coordinative and logistical hurdles in achieving the trail; recommend projects, programs, and policies needed to efficiently implement the community's vision for the trail; and ultimately realize the

recommendations contained in the Merced River Trail Master Plan; and

- Provide periodic assessment, evaluation of, and feedback to the Board of Supervisors regarding the success of the Merced River Trail Master Plan.

Term: There are four (4) vacancies that currently exist on the Merced River Trail Community Working Group (MRTCWG), Two (2) are to fill remaining terms, that will expire February 28, 2025 and February 28, 2026, and two (2) are for a three (3) year term.

Persons interested in serving on the working group must apply to: **Clerk of The Board, Danielle Bondshu PO Box 784 Mariposa, CA 95338. Applications may be obtained at the following locations: Planning Department Office** Government Center 5100 Bullion Street; Mariposa, CA 95338 and online at: http://www.mariposacounty.org/DocumentCenter/View/39657

For more Information visit the County Website or contact: Hannah Harrison, Community Development and Design Planner, Mariposa County Planning Department Telephone: (209) 742-1343; email: hharrison@mariposacounty.org

Posting Locations:

Mariposa County Library
Mariposa County Gov Center Display Board
Mariposa County Clerk's Office
Fish Camp Post Office
Greeley Hill Community Club
Hornitos Post Office
Lake Don Pedro Market
Midpines Post Office
Wawona Post Office
Woodland Gas, Food, & Liquor
Yosemite Valley Post Office
Yosemite West Community Board
Bootjack Store
Catheys Valley Post Office
Coulterville Post Office
Mariposa County Planning
El Portal Post Office
www.mariposacounty.org/planning

Posted: 08/20/24 Deadline for submission: Open until filled.

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-381

MEETING: September 3, 2024

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works and Transportation

RE: Approve an Agreement with UniFirst Corporation to Supply Uniform Rental, Laundry Service, Janitorial, and Mat Supply Throughout the County for a Three-Year Term in an Amount Not to Exceed $120,000; and Authorize the Board of Supervisors Chair to Sign the Agreement

---

RECOMMENDATION AND JUSTIFICATION

Approve an Agreement with UniFirst Corporation to Supply Uniform Rental, Laundry Service, Janitorial, and Mat Supply Throughout the County for a Three-Year Term in an Amount Not to Exceed $120,000; and Authorize the Board of Supervisors Chair to Sign the Agreement.

Public Works issued an RFP and advertised between May 16, 2024, to June 17, 2024. The County received one qualified responsible bid from UniFirst Corporation.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The County of Mariposa previously used a different uniform and janitorial supply vendor for the period of July 17, 2018 – June 30, 2024. The County is now seeking a new uniform rental, laundry service, janitorial, and mat supply vendor. UniFirst Corporation qualifies based on the vendor's bid submission.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve, the County will be without a contract for uniform rental, laundry service, janitorial, and mat supply.

FINANCIAL IMPACT

There is no financial impact to this action as funds have been appropriated for these purposes.

ATTACHMENTS

1. **UniFirst Corporation - Uniform Rental Laundry Service and Janitorial Mat Supply - Multi-Year Agreement**

VOTE RESULT

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

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

AGREEMENT FOR
UNIFORM RENTAL, LAUNDRY SERVICE AND
JANITORIAL & MAT SUPPLY

THIS AGREEMENT ("Agreement") is made and entered into this___day of___, 2024, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as "County," and UNIFIRST CORPORATION, hereinafter referred to as "Contractor," pursuant to the following terms and conditions.

W I T N E S S E T H:

1. TERM

The term of this Agreement shall be for a period of THREE years, commencing on JULY 1, 2024, through and including JUNE 30, 2027. This Agreement may be extended for THREE additional consecutive twelve (12) month periods upon the written approval of both parties no later than thirty (30) days prior to the expiration of the initial term. The DIRECTOR OF PUBLIC WORKS & TRANSPORTATION is authorized to execute such written approval on behalf of County based on Contractor's satisfactory performance.

2. SERVICES

Contractor shall perform UNIFORM RENTAL, LAUNDRY SERVICE AND JANITORIAL & MAT SUPPLY as described in Exhibit A, "Scope of Work & Cost Proposal," which is attached hereto and incorporated herein by reference. Contractor shall provide all staffing and materials necessary to perform the Scope of Work.

3. COMPENSATION

The maximum compensation payable to Contractor under this Agreement is $120,000.00 ($40,000 EACH YEAR) as set forth in Exhibit A, "Scope of Work & Cost Proposal," which is attached hereto and incorporated herein by reference. County shall pay Contractor within thirty (30) days of receipt of an approved invoice.

4. INSURANCE

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

A. MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

2) Automobile Liability: covering any auto, or if Contractor has no owned autos, hired and non-owned autos, with limits no less than $2,000,000 per accident for bodily injury and property damage.

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

B. OTHER INSURANCE PROVISIONS

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

1) Additional Insured Status: County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to claims in which the claimant asserts that County is liable because of the negligence or willful misconduct of Contractor. General liability coverage can be provided in the form of an endorsement to Contractor's insurance.

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

3) Notice of Cancellation: Notice of cancelation shall be provided in accordance with the policy provisions.

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

subrogation endorsement from the insurer.

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

6) Verification of Coverage: Contractor shall furnish County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive Contractor's obligation to provide them.

5. HOLD HARMLESS/INDEMNIFICATION

Each Party (the "Indemnifying Party") agrees that it will defend, indemnify and hold harmless the other Party and its officers, directors, and employees (the "Indemnified Party") from and against all liabilities, costs, losses, Page **3** of **10**damages and expenses (including reasonable attorneys' fees and court costs) ("Claims"), incurred or suffered by the Indemnified Party to the extent such Claims are caused by the negligent acts or willful misconduct of the Indemnifying Party in performing its obligations under this Agreement.

Contractor will not be liable for any special, incidental, punitive or consequential damages of any kind or nature.

6. INDEPENDENT CONTRACTOR

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

7. PUBLIC EMPLOYEES RETIREMENT SYSTEM (CALPERS)

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

8. STATE AND FEDERAL TAXES

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

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

9. AUDITS AND INSPECTIONS

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

10. ASSIGNMENT

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

11. NOTICE

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

CONTRACTOR:
Senior Sales Consultant
UniFirst Corporation
4730 E Commerce Ave
Fresno, CA 93725

COUNTY:
Director
Public Works & Transportation
4639 Ben Hur Rd
Mariposa, CA 95338

12. COMPLIANCE

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

13. PUBLIC RECORDS ACT

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

14. ENTIRE AGREEMENT AND MODIFICATION

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

15. ENFORCEABILITY AND SEVERABILITY

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

16. TERMINATION AND RIGHTS UPON TERMINATION

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

b) Either party may terminate this Agreement for convenience upon 30 calendar days' written notice to the other party. Upon termination for convenience, Contractor shall be entitled to compensation for services performed acceptably up to the effective date of termination, as set forth in Exhibit A, "Scope of Work & Cost Proposal".

c) Should Contractor default in the performance of this Agreement or materially breach any of its provisions, County will: (1) send complaints in writing to Contractor which set forth the precise nature of any deficiencies; and (2) afford Contractor at least 30 days to correct any deficiencies complained of. In the event the County complies with the foregoing and Contractor fails to correct such deficiencies, County may terminate this Agreement, as to the affected location(s), by written notice to Contractor, providing that all previous balances due to Contractor have been paid in full and that all other conditions to terminate have been satisfied. For the purposes of this subsection, default or material breach of this Agreement shall include, but not be limited to, any of the following: failure to perform required services in a timely manner, willful destruction of County property, dishonesty, or theft.

d) Following termination for any reason, with or without cause, the County will be required to pay final invoices; return any standard rented merchandise in a good and usable condition or pay the applicable loss / damage replacement charges; and purchase any non-standard merchandise then in the County's inventory.

17. NO WAIVER

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

18. DISPUTES

If a dispute arises from or relates in any way to this Agreement or any alleged breach thereof at any time, the parties will first attempt to resolve the claim or dispute by negotiation at agreed time(s) and location(s). All negotiations are confidential and will be treated as settlement negotiations. Any matter not resolved through direct negotiations

within 30 days shall be resolved exclusively by final and binding arbitration, conducted in the County of Mariposa, State of California, pursuant to the Expedited Rules of the Commercial Arbitration Rules of the American Arbitration Association, and governed by the Federal Arbitration Act, to the exclusion of state law inconsistent therewith. The parties will agree upon one (1) Arbitrator to settle the controversy or claim. Should it become necessary for a party to this Agreement to bring an action or proceeding in connection with this Agreement, the prevailing party in any such action shall be entitled to reimbursement for all expenses so incurred, including reasonable attorney's fees.

19. CAPTIONS

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

20. NUMBER AND GENDER

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

21. MANDATORY AND PERMISSIVE

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

22. SUCCESSORS AND ASSIGNS

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

23. COUNTERPARTS/ELECTRONIC, FACSIMILE, AND PDF SIGNATURES

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

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

24. OTHER DOCUMENTS

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

25. CONTROLLING LAW

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

26. AUTHORITY

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

27. NEGOTIATED AGREEMENT

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

28. NO RELIANCE ON REPRESENTATIONS

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

29. WARRANTY

County has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor warrants to the County that (i) all items of merchandise supplied by Contractor hereunder, will conform to the County's specifications set forth in the Agreement; and, in all instances will be processed, mended and finished in accordance with generally accepted standards of the textile rental industry, and respective fabric manufacturers, and (ii) all of the services performed hereunder shall be executed in a good and workmanlike manner, in accordance with industry standards of care and diligence normally practiced by firms performing services of a similar nature and in accordance with the provisions of this Agreement. CONTRACTOR MAKES NO OTHER REPRESENTATIONS, WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED BY LAW, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, THE DESIGN OR CONDITION OF THE MERCHANDISE, ITS MERCHANTABILITY OR ITS FITNESS, CAPACITY OR DURABILITY FOR ANY PARTICULAR USE OR PURPOSE, THE QUALITY OF THE MERCHANDISE OR WORKMANSHIP OF THE MERCHANDISE.

30. FUNDING AVAILABILITY

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

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

Notwithstanding the foregoing, the County will be required to return any standard rented merchandise in a good and usable condition or pay the applicable loss / damage replacement charges; and purchase any non-standard merchandise then in the County's inventory.

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

COUNTY OF MARIPOSA

Miles Menetrey, Chair
Board of Supervisors

CONTRACTOR

Tom Caron, Senior Sales Consultant
UniFirst Corporation

COUNTERSIGNED:
(Government Code §25103)

Danielle Bondshu
Clerk of the Board

APPROVED AS TO FORM:

Steven W. Dahlem
County Counsel

COUNTY OF MARIPOSA / UNIFIRST CORPORATION

UNIFORM AND LAUNDRY SERVICE
MAT AND JANITORIAL SUPPLY

Exhibit A
Scope of Work & Cost Proposal

This service would be provided to the following County Departments:

**Location Bundle Group A*

4639 Ben Hur Road, Mariposa, CA 95338

Public Works	Service
Admin	Mats, monthly
Engineering	Mats, monthly
Facilities	Uniforms, Mats (monthly), Janitorial Supply
Fleet	Uniforms, Mats (monthly), Janitorial Supply
Plant Operations	Uniforms, monthly
Roads	Uniforms
Sign Shop	Uniforms

**Location Bundle Group B*

4978 10th Street, Mariposa, CA 95338

Downtown Mariposa Offices	Service
Child Support Services	Mats, monthly
Court House	Mats, weekly
District Attorney	Mats, monthly
Government Center	Mats, weekly
Hall of Records	Mats, monthly
Human Resources	Mats, monthly
Library	Mats, monthly
OES	Mats, monthly
Probation	Mats, monthly
Technical Services	Mats, monthly

5009 Fairgrounds Rd Mariposa, CA 95338	**Service**
Ag Commissioner	Mats, monthly

4802 Hwy 140 Mariposa, CA 95338	**Service**
County Fire (Spring Hill)	Mats, monthly

5273 Hwy 49 N Mariposa, CA 95338	**Service**
Fire Station 22	Mats, monthly

5119 Jessie St Mariposa, CA 95338	**Service**
History Center	Mats, monthly

4998 County Park Rd Mariposa, CA 95338	**Service**
Parks & Recreation	Mats, monthly

5593 Hwy 49 N Mariposa, CA 95338	**Service**
Solid Waste	Uniforms, Mats (monthly), Janitorial Supply

$10 Service Charge (DEFE) per location delivered to; or 8% Service Charge (DEFE) on eligible locations.

***Eligible to split DEFE Service Charge**

SPECIFICATIONS
Clothing

Facilities – 14 total staff (8 Facilities / 6 Custodial)

Item No.	Description	Wearer	UniFirst Pricing
10MY	MIMIX Cargo Pant (Black)	Facilities Staff (3)	Set of 11 **$4.95**
0201	100% Cotton Short Sleeve Shirt (Postman Blue)	Custodial Staff (6)	Set of 11 **$2.42**
12UH	UniFirst HD Carpenter Jean (Navy)	Facilities Staff (8)	Set of 11 **$3.19**
3001	UniWear® Snap-Front Coveralls* (Navy)	Facilities Staff (8)	1 coverall per employee; laundry service as needed Set of 11 **$4.95**

*Coveralls: 1 pair per Facilities employee (8 total coveralls); cleaned by UniFirst as needed (2-4 times a year).

Solid Waste – 11 total staff

Item No.	Description	Wearer	UniFirst Pricing
0201	100% Cotton Short Sleeve Shirt (Postman Blue)	Solid Waste Staff	Set of 11 **$2.42**
10MY	MIMIX Cargo Pant (Navy)	Solid Waste Staff	Set of 11 **$4.95**
3001	UniWear® Snap-Front Coveralls* (Navy)	Solid Waste Staff	2 coveralls per employee; laundry service as needed Set of 11 **$4.95**
15PC	Performance Crew Jackets (Navy)	Solid Waste Staff	One **$0.60**

*Coveralls: 2 pairs per Solid Waste employee; cleaned by UniFirst as needed.

Plant Ops – 4 total staff

Item No.	Description	Wearer	UniFirst Pricing
10MY	MIMIX Cargo Pant (Navy)	Plant Ops Staff	Set of 11 **$4.95**
0201	100% Cotton Short Sleeve Shirt (Spruce Green)	Plant Ops Staff	Set of 11 **$2.42**

Roads – 29 total staff

Item No.	Description	Wearer	UniFirst Pricing
12UH	UniFirst HD Carpenter Jean (Navy)	Roads Staff	Set of 11 **$3.19**
06DH	Short Sleeve Class-3 High Visibility Shirt	Roads Staff	Set of 11 **$6.82**

Fleet – 4 total staff

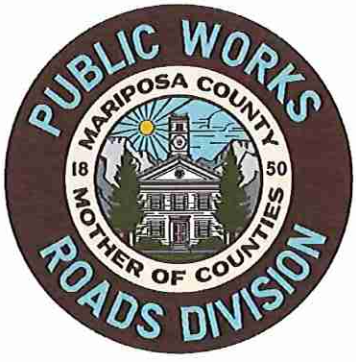
Item No.	Description	Wearer	UniFirst Pricing
3001	UniWear® Snap-Front Coveralls* (Navy)	Fleet Staff	2 coveralls per employee; laundry service as needed Set of 11 **$4.95**
0201	100% Cotton Short Sleeve Shirt (Postman Blue)	Fleet Staff	Set of 11 **$2.42**
10MY	MIMIX Cargo Pant (Navy)	Fleet Staff	Set of 11 **$4.95**

*Coveralls: 2 pairs per Fleet employee; cleaned by UniFirst as needed.

Uniform Patches*

Ronnie Sanches Facilities Supervisor	Shane Patterson Facilities	**Facilities** Royal Blue Emblem Ivory Lettering (PW) *County Seal*
John Luthey Plant Operations Manager	Bruce Anderson Plant Operations	**Plant Operations** Lt. Green Emblem Ivory Lettering (PW) *County Seal*
Brad Jouett Fleet Manager	Tony Turgeon Fleet	**Fleet** White Emblem Royal Blue Lettering (Z) *County Seal*
Demetrice Crump Solid Waste Superintendent	Mark Jay Solid Waste	**Solid Waste** Royal Blue Emblem Ivory Lettering (PW) *County Seal*
Joe Williams Roads Manager	Mike Ziegenfuss Roads Superintendent	**Roads** Brown Emblem Blue Lettering (Y) *Roads Seal*
Robert McMahill Roads Foreman	Logan Donati Roads	

***All Uniforms to have American Flag patch on sleeve**







Weekly High Visibility Clothing Cost Per Employee, Per Week

All Pricing Below is for Set of 11

1. 09MY MIMIX Class 3 High Visibility Shirt 0.92 each / **$10.12** per employee weekly
2. 09DH Long Sleeve Class-3 High Visibility Shirt 0.77 each / **$8.47** per employee weekly
3. 06DH Short Sleeve Class-3 High Visibility Shirt 0.62 each / **$6.82** per employee weekly
4. 08HX Class-3 Long Sleeve T-Shirt 0.48 each / **$5.28** weekly per employee
5. 06HX Class-3 Short Sleeve T-Shirt 0.47 each / **$5.17** weekly per employee
6. 013C Enhanced Visibility Long or Short Sleeve Shirt 0.39 each / **$4.29** weekly per employee (non-Class 3)

1. New garments to be provided at the beginning of this contract and each two-year period thereafter.

2. Eleven (11) shirts and eleven (11) pants should be inventoried for each employee. This includes a "swing" uniform for exchange day.

3. Number of changes per week; five (5) shirts and five (5) pants.

4. Shirts – short sleeve shirt.

5. Shirts - long sleeve shirt.

6. Shirts - 100% cotton.

7. Pants - western or regular cut.

8. Coveralls.

9. Color - A variety of colors to be specified and/or confirmed at time of fitting. The only requirement is that some employees must be clothed in "safety green" or "safety yellow" shirts.

10. Clothing to be delivered each week to the various departments, on hangers and sorted by employee.

B. Emblems and Name Tags

1. Vendor to provide name tags on garments for each employee.
2. If clothing is exchanged for any reason, vendor will transfer old emblems and name tags to new garments.

C. Fitting

1. Each person must be individually measured and fitted prior to first delivery of garments. During the first two weeks of service, vendor shall make necessary adjustments and provide necessary replacements at no additional cost.

D. Inventory Control

1. The vendor will be required to furnish a complete listing of garments delivered each week by department and detailed by individual. Any garments lost by vendor shall be replaced at no additional cost.

E. Service Tag System

1. Some type of tag system must be provided so that employees can call attention to needed repairs, etc.
2. Service Tags will be addressed by vendor within one week of receiving Service Tag.
3. Vendor will complete repairs initiated by Service Tags so that uniforms are in optimum condition. Safety-related and high visibility clothing must be maintained so as not to show degradation (cracking, crumbling) of reflective materials. Missing buttons and broken zippers must be repaired to functional condition.
4. Failure to address Service Tags within one week will result in payment postponement until the Service Tagged uniform items are repaired to optimum condition and returned to County staff.

F. Replacement of Garments

1. Vendor must maintain clothing in a good, serviceable condition throughout the term of the service agreement. Garments in a badly worn, frayed or torn condition from normal use shall be replaced at the next regular delivery date. Routine small repairs will be acceptable so long as the image of the employee and County are not below standard.

2. County will be responsible for lost and damaged garments by the employee.
3. There is no provision for the employee to change between short and long sleeves throughout the year.

G. Mats and Janitorial Supply

1. Vendor shall provide door mats and janitorial supply in the following sizes:

Mat Supply & Service

Item No.	Description	UniFirst Pricing
76GB	4 x 6 mat	weekly $2.13 monthly $4.26
76GC	3 x 10 mat	weekly $2.60 monthly $5.20
5390	2 x 3 scraper mat	weekly $1.33 monthly $2.66
5388	3 x 5 scraper mat	weekly $1.33 monthly $2.66
76GA	3 x 5 coffee mat	weekly $1.33 monthly $2.66
7751	3 x 5 anti-fatigue mat	weekly $1.33 monthly $2.66
76AT	3 x 5 wet area mat	weekly $1.33 monthly $2.66

Janitorial Supply

Item No.	Description	UniFirst Pricing
	Soiled Uniforms Locker	$0.00
8324	Synergy Twist Dust Mop 24"	$0.40
8336	Synergy Twist Dust Mop 36"	$0.60
8118	UniMop Wet Mop 28 oz	$0.53
8116	UniMop Wet Mop 24 oz	$0.53
8165	60" Mop Handle	$0.00
88UJ 88UD	Heavy Duty Hand Scrub Refill Manual Dispenser	$11.82 $0.00
8964	Towel Manager (Soiled Towel Container)	$0.25
8526	Huck Towels 15" x 25"	$0.14
8581	Terry Cloth Towels 16" x 19"	$0.10
946C	Swipe Towels 15" x 26"	$0.10
8417	Microfiber Towels 20/bag	$0.12
8023	Shop Towels 50/bag	$0.05
99K7DG	4mm Industrial Latex Glove Box of 100 (XL)	$6.75
99DT12 (Med) 99DU12 (Large) 99DV12 (XL)	5mm Black Industrial Nitrile Gloves Box of 100	$7.48 $7.48 $7.48
	Latex Powder for Gloves	$6.75
7521	Fender Cover	$0.50

Additions and Deletions

1. The number of garments or other rental items may be increased or decreased from time to time. Notification will be given to the vendor when changes are necessary. In any case, the unit prices shall remain the same as the original proposal.

Property of Vendor

1. All garments or other merchandise furnished under the rental agreement shall remain the property of the vendor.

Cost for Clothing Repair, Replacement, and Exchange

Item	*Price*
Replacement cost for one short sleeve shirt which are lost or damaged by the employee.	$13.00
Replacement cost for one long sleeve shirt which are lost or damaged* by the employee. *If UniFirst cannot repair it and still make County employee look presentable, UniFirst deems it damaged.	$15.20
Replacement cost for one pair of pants which are lost or damaged* by the employee. *If UniFirst cannot repair it and still make County employee look presentable, UniFirst deems it damaged.	$21.40
Replacement cost for short sleeve shirt normal wear and tear.	no charge
Replacement cost for long sleeve shirt normal wear and tear.	no charge
Replacement cost for one pair of pants with normal wear and tear.	no charge

Replacement cost for one piece of high visibility safety clothing showing cracking or crumbling.	no charge
Repair for broken zipper on clothing.	prep charge ($0.83)
Repair for missing button on clothing.	no charge
Exchange shirts; different size.	prep charge ($0.83)
Exchange pants; different size.	prep charge ($0.83)

Monthly Service Summary

$500 Countywide Mats
$200 Janitorial Supplies (Facilities, Fleet, Solid Waste)
$2,100 Uniforms

- Facilities (14)
- Fleet (4)
- Roads (29)
- Plant Operations (4)
- Solid Waste (11)

$2,800 Total Monthly Expenses

PLEASE NOTE:

Prices include any and all expenses by the vendor. This includes, but is not limited to, name tags, fittings, and preparation charges; i.e. sewing emblems and name tags on garments, etc.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/03/2024

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

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

PRODUCER Willis Towers Watson Northeast, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: WTW Certificate Center PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@wtwco.com
INSURED UniFirst Corporation and its Subsidiaries 68 Jonspin Road Wilmington, MA 01887	INSURER(S) AFFORDING COVERAGE / NAIC # INSURER A: ACE American Insurance Company 22667 INSURER B: Indemnity Insurance Company of North Ameri 43575 INSURER C: ACE Fire Underwriters Insurance Company 20702 INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** W34234840 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] Contractual [X] Per Loc Aggregate $2M GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			HDOG47359624	10/01/2023	10/01/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 1,000,000 $ 5,000 $ 2,000,000 $ 20,000,000 $ 4,000,000
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			ISAH10773544	10/01/2023	10/01/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 4,000,000 $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: No If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WLRC50739004 (AOS)	10/01/2023	10/01/2024	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
A	Workers Compensation and Employers Liability Per Statute			WCUC50739181 (OH)	10/01/2023	10/01/2024	EL Each Accident EL Disease -Pol Limit EL Disease - Each Emp	$1,000,000 $1,000,000 $1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Division/Location: 372

SEE ATTACHED

CERTIFICATE HOLDER

County of Mariposa
Attn: Nora Cole
5100 Bullion St
Mariposa, CA 95338

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Barbara M. Lewis

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AGENCY CUSTOMER ID: _____

LOC #: _____

ACORD®

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
Willis Towers Watson Northeast, Inc.		UniFirst Corporation and its Subsidiaries 68 Jonspin Road Wilmington, MA 01887
POLICY NUMBER See Page 1		
CARRIER See Page 1	NAIC CODE See Page 1	EFFECTIVE DATE: See Page 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

INSURER AFFORDING COVERAGE: ACE Fire Underwriters Insurance Company NAIC#: 20702

POLICY NUMBER: SCFC50739065 (WI) EFF DATE: 10/01/2023 EXP DATE: 10/01/2024

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Workers Compensation and	EL Each Accident	$1,000,000
Employers Liability	EL Disease -Pol Limit	$1,000,000
Per Statute	EL Disease - Each Emp	$1,000,000

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MARIPOSA COUNTY

Board of Supervisors

Air Pollution Control District 2024-006

MEETING: September 3, 2024

TO: The Board of Supervisors

FROM: Kristina Keheley, Interim Health and Human Services Agency Director

RE: Ratify the Acceptance of the Grant Agreement for G23-EIDG-14 from the California Air Resources Board (CARB) in the Amount of $8,583 to Conduct an Inventory of Criteria Pollutant and Air Toxic Emissions Signed by the Air Pollution Control Officer on May 29, 2024

RECOMMENDATION AND JUSTIFICATION

Ratify the Acceptance of the Grant Agreement for G23-EIDG-14 from the California Air Resources Board (CARB) in the Amount of $8,583 to Conduct an Inventory of Criteria Pollutant and Air Toxic Emissions Signed by the Air Pollution Control Officer on May 29, 2024.

Accept the grant from CARB in order to review, update, and submit to CARB criteria and toxic pollutant emissions data for stationary sources within the jurisdiction of the Mariposa County Air Pollution Control District. This will allow the District to populate the Hotspots Analysis and Reporting Program (HARP) with data from Mariposa County.

BACKGROUND AND HISTORY OF BOARD ACTIONS

CARB administers the Emissions Inventory Database Grant (EIDG) to fund local air pollution control districts to conduct an inventory of stationary sources of criteria pollutant emissions and toxic air contaminants. This is the seventh round of grant funding for this specific grant. The Mariposa Air Pollution Control District has participated in at least two previous rounds. The specific emissions and contaminants include; Particulate Matter 2.5, Volatile Organic Compounds, Nitrogen Oxides, Sulfur Oxides, and Carbon Monoxide. Results from the District will be reported to CARB and used to populate the HARP database. The database will be used to model the impacts of the pollutants and toxins and possible control measures to mitigate health hazards.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Not accepting the funds will mean that an inventory of stationary sources and their pollutants will not be conducted and hazards associated with them not assessed.

FINANCIAL IMPACT

There will be no impact to the general fund.

ATTACHMENTS

1. **G23-EIDG-14 Cover Sheet Mariposa**
2. **G23-EIDG-14 Grant Provisions Mariposa**

VOTE RESULT

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

STATE OF CALIFORNIA
California Environmental Protection Agency
California Air Resources Board
ASD/BCGB-337 (Rev 01/2021)

GRANT AGREEMENT COVER SHEET

GRANT NUMBER
G23-EIDG-14

NAME OF GRANT PROGRAM	
AB 197 Emission Inventory District Grant	
GRANTEE NAME	
Mariposa County Air Pollution Control District	
TAXPAYER'S FEDERAL EMPLOYER IDENTIFICATION NUMBER 94-6000880	TOTAL GRANT AMOUNT NOT TO EXCEED $8,583.00
START DATE: May 31, 2024	END DATE: May 1, 2025

This legally binding Grant Agreement, including this cover sheet and Exhibits attached hereto and incorporated by reference herein, is made and executed between the State of California, California Air Resources Board (CARB) and Mariposa County Air Pollution Control District (the "Grantee").

Exhibit A – Grant Agreement Provisions
Exhibit A – General Terms and Conditions
Exhibit B, Attachment 1 – Budget Summary
Exhibit B, Attachment 2 – Project Disbursement Schedule
Exhibit B, Attachment 3 – Project Schedule

This Agreement is of no force or effect until signed by both parties. Grantee shall not commence performance until it receives written approval from CARB.

The undersigned certify under penalty of perjury that they are duly authorized to bind the parties to this Grant Agreement.

STATE AGENCY NAME		GRANTEE'S NAME (PRINT OR TYPE)	
California Air Resources Board		Mariposa County Air Pollution Control District	
SIGNATURE OF ARB'S AUTHORIZED SIGNATORY:		SIGNATURE OF GRANTEE (AS AUTHORIZED IN RESOLUTION, LETTER OF COMMITMENT, OR LETTER OF DESIGNATION)	
TITLE Branch Chief	DATE	TITLE Environmental Health Manager	DATE 5-29-24
STATE AGENCY ADDRESS 1001 I Street, Sacramento, CA 95814		GRANTEE'S ADDRESS (INCLUDE STREET, CITY, STATE AND ZIP CODE) P.O. Box 5, Mariposa, California 95338	

CERTIFICATION OF FUNDING

AMOUNT ENCUMBERED BY THIS AGREEMENT	PROGRAM	PROJECT	ACTIVITY	
$8,583.00	3510000D32	N/A	N/A	
PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT	FUND TITLE			FUND NO.
$0.00	Cost of Implementation Account			3237
TOTAL AMOUNT ENCUMBERED TO DATE	(OPTIONAL USE)		CHAPTER	STATUTE
$8,583.00			12	SB-101

APPR REF	ACCOUNT/ALT ACCOUNT	REPORTING STRUCTURE	SERVICE LOCATION	FISCAL YEAR (ENY)
001	5432000	39007100	46504	2023-2024

I hereby certify that the California Air Resources Board Legal Office has reviewed this Grant Agreement.

SIGNATURE OF CALIFORNIA AIR RESOURCES BOARD LEGAL OFFICE:	DATE

EXHIBIT A

Grant Agreement Provisions

A. The parties agree to comply with the requirements and conditions contained herein.

B. GRANT AGREEMENT SUMMARY AND AMENDMENTS (IF APPLICABLE)

Project Title: Quality Assurance Review of Point Source Emissions Data

Grant Funding Amount: **$ 8,583.00**

C. GRANT AGREEMENT PARTIES AND CONTACT INFORMATION

1. This Grant is from the California Air Resources Board (hereinafter referred to as CARB or the Board) to the Mariposa County Air Pollution Control District (hereinafter referred to as Grantee).

2. The CARB Project Liaison is Kevin Eslinger. Correspondence regarding this project must be directed to:

   Kevin Eslinger
   California Air Resources Board
   Air Quality Planning and Science Division
   P.O. Box 2815
   Sacramento, California 95812
   Phone: (279) 208-7783
   Email: Kevin.Eslinger@arb.ca.gov

3. The Grantee Liaison is Eric Sergienko. Correspondence regarding this project must be directed to:

   Eric Sergienko
   APCO
   Mariposa County Air Pollution Control District
   P.O. Box 5
   Mariposa, California 95338
   Phone: (209) 742-1368/404-801-6769
   Email: esergienko@mariposacounty.org

D. DISTRICT GOVERNING BOARD APPROVAL

Prior to the execution of this Grant Agreement, the Grantee is required to submit to CARB a resolution, minute order, or other approval of its governing board that authorizes the Grantee to enter into this Grant Agreement and that commits the Grantee to comply with the requirements of this Grant Agreement. Alternatively, the Grantee and CARB may execute this Grant Agreement before a Grantee has

submitted this governing board resolution, minute order, or other approval to CARB, however, the Grantee may not perform work under this Grant Agreement until the Grantee has submitted this governing board resolution, minute order, or other approval to CARB. CARB will terminate this Grant Agreement if the Grantee has not submitted this governing board resolution, minute order, or other approval to the CARB Project Liaison on or before August 31, 2024.

E. TIME PERIOD

1. Performance of work or other expenses billable to CARB under this Grant may commence after full execution of this Grant Agreement by both parties. Performance on this Grant ends once the Grantee has submitted the Final Report or if this Grant Agreement is terminated, whichever is earlier.

2. Upon completion of the project milestones, the Grantee must submit a draft Final Report to the CARB Project Liaison no later than March 1, 2025.

3. The Final Report and the final Grant Disbursement Request must be received by CARB within thirty (30) days of project completion but no later than May 1, 2025.

4. The CARB Executive Officer retains the authority to terminate or reduce the dollar amount of this Grant if by December 1, 2024, forty (40) percent of the project scope of work has not been completed by the Grantee. In the event of such termination, Section G. Fiscal Administration, 3. Suspension of Payments and Early Grant Termination of this agreement shall apply.

5. If additional funding becomes available, the CARB Executive Officer retains the authority to amend this Grant to provide additional disbursement to the Grantee to complete tasks related to the Scope of Work for this Grant Agreement.

F. SCOPE OF WORK

This section defines the respective duties and requirements of CARB and the Grantee in implementing this Grant Agreement. In sum, the Grantee shall review and update data currently stored or being uploaded into the California Emissions Inventory Development and Reporting System (CEIDARS) database. If additional funding becomes available, this Grant Agreement may be amended in subsequent years to provide additional funding to the Grantee to improve the future data loaded into the CEIDARS database.

1. CARB is responsible for the following:

a. Participating in a project kick-off meeting or conference call and ongoing coordination with the Grantee to discuss project activities and guide project implementation;

b. Reviewing and approving elements developed by the Grantee for implementation of the project, such as Progress and Final Reports;

c. Reviewing and approving the Grant Disbursement Request Forms and distributing funds to the Grantee in accordance with Exhibit B, Attachment 3 Project Disbursement Schedule if the milestones have been met;

d. Providing project oversight and accountability (in conjunction with the Grantee); and

e. Ensuring compliance with the applicable requirements of this Grant Agreement.

2. The Grantee is responsible for the following:

Development and implementation of defined project tasks as described below. Minimum duties and requirements of the Grantee include:

a. Conducting a project kick-off meeting or conference call and maintaining ongoing project coordination with the CARB Project Liaison;

b. Reviewing, updating, and submitting to CARB quality assured criteria and toxic pollutant emissions data for calendar year 2023 for stationary sources of criteria pollutant emissions and toxic air contaminants under the Grantee's jurisdiction;

c. Overseeing the project budget and funds; and

d. Submitting a draft Final Report, Grant Disbursement Requests, and a Final Report to CARB.

3. Project Development and Implementation

The Grantee's Scope of Work includes the following tasks and project elements:

a. Review and update the district facilities[1] in CARB's 2023 CEIDARS emission inventory database that have been rolled over from prior inventory years. The Grantee should make a determination whether any facilities in their jurisdiction should be added to the database and report the required information per Section F.3.b below, giving priority to facilities subject to CARB's Regulation for the Mandatory Reporting of Greenhouse Gas Emissions (MRR facilities). In addition, the Grantee will work with CARB's emission inventory staff to remove closed facilities from the CEIDARS 2023 facility tables.

b. Review and, to the extent that the Grantee has the necessary data, update the following CEIDARS tables for each facility in operation in 2023:

[1] For purposes of this Grant Agreement, "facility" means a stationary source within the Grantee's jurisdiction that is a reportable source of criteria pollutant or toxic air contaminant emissions.

i. FACILITY tables (FAC) – The Grantee must review and update the name, address, geospatial coordinates and, to the extent available, other basic information for each emitting facility in CEIDARS.

ii. Criteria and toxics EMISSION tables (EMS and TEMS) – These tables contain the actual emissions for each emitting process. For each pollutant emitted, the Grantee must review and, if data are available, update information on the amounts emitted annually.

c. Reporting Applicability.

The Grantee must report into CEIDARS annual criteria pollutant emissions for all facilities that emit 10 tons/year or more of any of the criteria pollutants listed in section F.3.d below. In addition, the Grantee must report annual toxic pollutant emissions data collected under the Grantee's AB 2588 Air Toxics Hots Spots Information and Assessment Act program in accordance with the "*Air Toxics Hot Spots Emission Inventory Criteria and Guidelines"* (located at https://www.arb.ca.gov/ab2588/2588guid.htm).

d. Pollutants to be Reported.

When updating the CEIDARS emissions tables described in Section F.3.b above, the Grantee must report emissions for the following criteria pollutants: total organic gases (TOG), nitrogen oxides (NOx), sulfur oxides (SOx), carbon monoxide (CO), particulate matter (PM), lead (Pb) and ammonia (NH3). In lieu of TOG and PM, the Grantee has the option of reporting reactive organic gases (ROG), and PM10 and/or PM2.5; however, if these three pollutants are not reported, CARB will calculate them based upon the respective TOG and PM speciation profiles. The Grantee must also report emissions of toxics pollutants that are listed in Appendix A-I (located at https://www.arb.ca.gov/ab2588/final/a1.pdf), in accordance with Section VIII.E of the "*Air Toxics Hot Spots Emission Inventory Criteria and Guidelines".*

4. Project Kick-off and Ongoing Coordination

Before initiating work on the project, a one-time kick-off meeting or conference call will be held between the Grantee and CARB project management staff. The purpose of this meeting is to discuss items such as the proposed work plan, details of task performance, and issues needing clarification or resolution prior to initiating work. Ongoing Grantee coordination and review meetings with the CARB Project Liaison to discuss project status will be held as needed. Additional meetings may be scheduled at the discretion of the CARB Project Liaison. These meetings may be conducted by phone if deemed appropriate by the CARB Project Liaison.

5. Progress Reports

The Grantee must submit a Progress Report to CARB by December 1, 2024, providing a summary of the work completed. Alternately, if all the tasks identified in the Scope of Work have been completed, the Grantee may submit a Draft Final Report.

Progress Reports may be submitted electronically and, at a minimum, must include:

a. Title of project, name of Grantee, and Grant number;

b. Summary of work completed and in progress, noting progress toward completion of tasks and milestones identified in the work plan;

c. Identified problems or concerns and proposed solutions, if applicable;

If the Grantee is requesting a grant disbursement, the Progress Report must also include:

d. Accounting summary of Grant funds expended; and

e. Itemized invoice showing all costs for which reimbursement is being requested.

6. Final Report

The Grantee must submit a Draft Final Report by March 1, 2025, providing a summary of any additional work conducted after the Progress Report. If CARB staff determine that revisions are necessary, the Grantee must submit a Final Report by May 1, 2025. At a minimum, the Final Report must include the following:

a. Title of project, name of Grantee, and Grant number;

b. Accounting summary of Grant funds expended;

c. Summary of work completed; and

d. Narrative of how the milestones have been met.

7. Grant Disbursement Requests

Upon completion of all the tasks identified in the Scope of Work, the Grantee may submit a Grant Disbursement Request using the AB 197 Grant Disbursement Request Form. Disbursement Requests must be accompanied by a Progress Report or Final Report.

G. FISCAL ADMINISTRATION

1. Budget

a. The maximum amount of this Grant is up to **$ 8,583.00**. Under no circumstance will CARB reimburse the Grantee for more than this amount. A written Grant Agreement amendment is required whenever there is a change to the amount of this Grant.

b. The budget for this project is shown in Exhibit B, Attachment 2. Grant Disbursement Requests for the project and administration funds must not exceed the Grant amount.

c. The total funding may be reallocated by CARB at CARB's sole discretion in the event that the Grantee requests less than the total funds allocated for the project.

2. Grant Disbursements

All disbursements from the total Grant award will be made following CARB's review and approval of Grant Disbursement Request Forms documenting completion of project milestones.

a. The Grantee must submit original signed Grant Disbursement Requests via mail to the CARB Project Liaison. A disbursement request must be made in conjunction with completed milestones documented in a Progress Report, Draft Final Report, and/or Final Report. Grant payments are subject to CARB's approval of the Progress Report or Draft Final Report or Final Report and any accompanying deliverables. A payment will not be made if the CARB Project Liaison deems that a milestone has not been accomplished or documented, a deliverable meeting specification has not been provided, claimed expenses are not documented, not valid per the budget, not reasonable, or the Grantee has not met other terms of the Grant Agreement.

b. The Division Chief of the Air Quality Planning and Science Division or designee of CARB may review the CARB Project Liaison's approval or disapproval of a Grant Disbursement Request. No reimbursement will be made for expenses that, in the judgment of the Division Chief of the Air Quality Planning and Science Division or designee of CARB, are not reasonable or do not comply with the Grant Agreement. CARB will have sole discretion to accelerate the timeline for allowable disbursements of administrative and project funds identified in Exhibit B, Attachment 3, necessary to assure the goals of the project are met.

c. CARB will withhold payment of ten (10) percent of administrative funds until completion of all work and CARB's approval of the Grantee's Final Report. It

is the Grantee's responsibility to submit a Grant Disbursement Request for this final disbursement of funds.

d. CARB shall disburse funds in accordance with the California Prompt Payment Act, Government Code section 927, et. seq.

3. Suspension of Payments and Grant Agreement Termination

a. CARB reserves the right to issue a grant suspension order in the event that a dispute should arise. The grant suspension order will be in effect until the dispute has been resolved or the Grant Agreement has been terminated. If the Grantee chooses to continue work on the project after receiving a grant suspension order, the Grantee will not be reimbursed for any expenditure incurred during the suspension in the event CARB terminates the Grant Agreement. If CARB rescinds the suspension order and does not terminate the Grant Agreement, CARB at its sole discretion will reimburse the Grantee for any expenses incurred during the suspension that CARB deems reimbursable in accordance with the terms of the Grant Agreement.

b. CARB reserves the right to terminate this Grant Agreement upon thirty (30) days' written notice to the Grantee. In case of early termination, the Grantee will submit a Progress Report covering activities up to, and including, the termination date and following the requirements specified herein and in Section H of these provisions.

c. CARB reserves the right to immediately terminate this Grant Agreement in accordance with Exhibit B, Attachment 1 – General Grant Provisions.

4. Contingency Provision

In the event this Grant Agreement is terminated for whatever reason, the CARB Executive Officer or designee reserves the right in his or her sole discretion to award any remaining funds to other projects.

5. Documentation of Use of Project Funds

Project funds may be used for administrative costs of accomplishing the tasks identified in the Scope of Work. Administrative costs include: the Grantee's personnel costs; fringe benefit costs; operating costs (including rent, supplies, and equipment); indirect costs (general administrative services, office space, and telephone services); travel expenses and per diem rates set at the rate specified by California Department of Human Resources (CalHR)[2]; overhead; consultant fees (if pre-approved by CARB); and printing, records retention, and mailing costs.

[2] Under no circumstances should the Grantee exceed travel expenses and per diem rates set by CalHR.

a. The Grantee must maintain documentation of all project administration funds, including the following:

   i. Personnel documentation must make use of timesheets or other labor tracking software. Duty statements or other documentation may also be used to verify the number of staff and actual hours or percent of time staff devoted to project administration;

   ii. Administration funds for subcontractor(s) must be documented with copies of the contract and invoices;

   iii. Printing, mailing, records retention, and travel expenses must be documented with receipts and/or invoices;

   iv. Any reimbursement for necessary travel and per diem must be at rates not to exceed those amounts paid to the State's represented employees. No travel outside the State of California will be reimbursed unless prior written authorization is obtained from CARB. CalHR's travel and per diem reimbursement amounts may be found online at http://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx. Reimbursement must be at the State travel and per diem amounts that are current as of the date costs are incurred by the Grantee; and

   v. If indirect costs are used to document administration funds for the project, the Grantee must describe how these costs are determined.

b. The above documentation, records, and referenced materials must be made available for review during monitoring visits and audits by CARB, or its designee. These records must be retained for a minimum of three (3) years after completion of the Grant Agreement.

H. PROJECT MONITORING

1. Meetings with CARB

a. Project kick-off: A one-time kick-off meeting or conference call will be held between the Grantee's key project personnel and CARB project management staff. The purpose of this meeting is to discuss items such as the proposed work plan, details of task performance, and issues needing clarification or resolution prior to initiating work.

b. Ongoing coordination and review meetings: Ongoing Grantee coordination and review conference calls or meetings with the CARB Project Liaison to discuss project status will be held on an as needed basis.

c. Site visits: Site visits may be established by the CARB Project Liaison during the term of this Grant Agreement.

2. Technical Monitoring

a. Any changes to the Scope of Work or timeline for the project requires the prior written approval of the CARB Project Liaison, and, depending on the scope and extent of the changes, may require a written Grant Agreement Amendment.

b. The Grantee must notify the CARB Project Liaison and Grant Coordinator immediately, in writing, if any circumstances arise (technical, economic, or otherwise), which might jeopardize completion of the project, or if there is a change in key project personnel.

c. In addition to the Draft Final and Final Reports, the Grantee must provide information requested by the CARB Project Liaison that is needed to assess progress in completing tasks and meeting the objectives of the project.

d. Any change in budget allocations, re-definition of deliverables, or extension of the project schedule must be requested in writing to the CARB Project Liaison and approved by CARB, in its sole discretion. Such changes may require a written Grant Agreement Amendment.

I. DOCUMENTING EXPENDITURE OF STATE FUNDS

The Grantee must provide CARB with documentation accounting for the proper expenditure of CARB funds. The documentation must be provided in the Draft Final Report submitted to CARB. A Final Report must be submitted after all project funds have been expended.

J. OVERSIGHT AND ACCOUNTABILITY

The Grantee must comply with all oversight responsibilities identified herein.

1. CARB or its designee may recoup project funds which were received based upon misinformation or fraud, or for which a Grantee or its subcontractor(s), or a participant in the project is in significant or continual non-compliance with the terms of this Grant Agreement or state law.

2. CARB or its designee reserves the right to audit at any time during the duration of this Grant Agreement the Grantee's costs of performing the Grant and to refuse payment of any reimbursable costs or expenses that in the opinion of CARB or its designee are unsubstantiated or unverified. The Grantee shall cooperate with CARB or its designee including, but not limited to, promptly providing all information and documents requested, such as all financial records, documents, and other information pertaining to reimbursable costs, and any matching costs and expenses.

3. The Grantee shall retain all records referred to above and provide them for examination and audit by the State for three (3) years after final payment under this Grant Agreement.

4. The Grantee shall develop and maintain accounting procedures to track reservation and expenditures by grant award, fiscal year, and of all funding sources.

Exhibit B, Attachment 1

General Terms and Conditions:

1. **Use of Terms:** A subgrant or subaward is a grant or award provided by the Grantee pursuant to this Grant Agreement to a "subawardee" or "subgrantee" that is used to support a project that the subawardee or subgrantee carries out in support of their own program. The subawardee or subgrantee has responsibility for programmatic decision-making and does not make a "profit" or otherwise receive reimbursement in excess of its actual costs. In contrast, Grantee hires a "contractor" or "vendor" under a procurement contract to provide goods and services for items the Grantee itself needs to carry out this Grant. A contractor or vendor does not make programmatic decisions but simply provides the goods and services to the Grantee in the same manner they do with other customers. Subawardee, subgrantee, contractor, and vendor are collectively referred to herein as "Recipient".

2. **Additional Remedies:**

   a. Without limiting any of the parties' other remedies, and subject to Section 15 – Disputes below, in the event that CARB determines that recouping some or all of the grant funds is necessary due to material breach, which includes, by way of example, but not limitation, falsification, misspending, misinformation, misappropriation, fraud, gross negligence, violation of a conflict of interest law, violation of a discrimination law, disbarment by any local, state or federal agency or department, or any other failure to comply in a way that impacts the performance of this Grant Agreement in a material way, Grantee agrees to return some or all of the grant funds, as requested by CARB, which shall not be greater than the amount of grant funds disbursed to Grantee which the state of California may be entitled to receive due to a material breach as described above, plus any interest earned from those grant funds, within sixty (60) days of written notification from CARB. In addition, CARB may seek other remedies available by law.

   b. Grantee understands, acknowledges and agrees that Grantee's failure to comply in whole or in part with any material term or condition of this Grant Agreement is, in each instance, a material breach of the Grant Agreement. The parties agree that there may be certain material breaches that will result in undue hardship and damages to the State of California and CARB, some or all of which is impossible to easily calculate. Grantee understands, acknowledges and agrees that Grantee's said compliance is a precondition to the award and distribution of Grant Funds and a continuing obligation of Grantee during the Term of the Grant Agreement and for any additional time period required by law or this Grant Agreement (e.g., required records retention periods).

   c. Subject to Section 15 – Disputes below, in the event that CARB determines recouping some or all of the grant funds awarded to a Recipient is necessary due to Recipient's material breach, which includes, by way of example, but

not limitation, falsification, misspending, misinformation, misappropriation, fraud, gross negligence, violation of a conflict of interest law, violation of a discrimination law, disbarment by any local, state or federal agency or department, or any other failure to comply in a way that impacts the performance of this Grant Agreement in a material way, Grantee agrees to take all reasonable and timely efforts to require said Recipient, within sixty

(60) days of written notification from CARB, to return some or all of the grant funds, as requested by CARB, which shall not exceed the amount of grant funds which the state of California may be entitled to receive due to a material breach as described above, plus any interest earned from those grant funds.

d. The Parties agree that quantifying the losses arising from a material breach by a Recipient may be inherently difficult insofar as the breach may cause CARB and the State of California irreparable, serious or substantial harm or damage to taxpayers or to the environment. The Parties further stipulate that the amount in subsection 2.c. above of liquidated damages is not a penalty, but rather a reasonable measure of damages based upon the Parties' experience and given the nature of the losses that may result from said breach. The Parties hereto have computed, estimated, and agreed upon the sum as an attempt to make a reasonable forecast of probable actual loss because of the difficulty of estimating with exactness the damages which will result.

e. The rights and obligations stated in this Grant Agreement shall apply even if there is a concurrent noncompliance or violation of air quality rules, regulations or laws caused by any third party.

f. CARB reserves the right to prohibit any Grantee or Recipient from participating in existing or future CARB programs, projects or grants due to its non-compliance with any applicable term or condition of this Grant Agreement or due to misinformation, misrepresentation, fraud, misuse of funds as it relates to this Grant Agreement or as otherwise allowed by any law.

g. Grantee shall, for each occurrence, document and immediately report to CARB any and all suspected or known breach of agreement, fraud, misrepresentations, abuse of discretion or misuse of Grant funds by a Recipient.

h. Grantee shall fully cooperate and work with CARB to investigate, resolve and take appropriate action to enforce the terms and conditions of the Grant Agreement and each agreement funded by this Grant Agreement, including appropriately prosecuting or litigating any civil or criminal claims (including for recapture of Grant Funds) as determined reasonably necessary by CARB or its representative, in consultation with Grantee.

i. Alternative Enforcement. The remedies set out in this Grant Agreement are contractual in nature. Nothing stated in this Grant Agreement in any way limits, prevents or precludes the State of California from taking any enforcement action, exercising any police power or prosecuting any violation of law.

3. **Additional Required Terms for Recipient Agreements Funded by this Grant:** All written agreements and amendments executed after the effective date of this Grant Agreement, including but not limited to subawards, subgrants, and procurement contracts, entered into by and between Grantee and a Recipient using or applying Grant Funds (in whole or in part) to fulfill or perform any provision of this Grant Agreement shall also contain the following language (or similar language with the same meaning and intent) listed below to the extent applicable or feasible as determined by Grantee.

    a. Conflict of interest. Recipient certifies, represents and warrants that it is in compliance with all applicable state and federal conflict of interest laws on the date said agreement is signed and shall remain in compliance with all such laws during the term of the agreement and for any other period required by said applicable federal or state law as they pertain to Recipient's agreement. Recipient further certifies, represents and warrants that it has no interest, and shall not acquire any interest, direct or indirect, which will conflict with Recipient's ability to impartially perform under, or complete the tasks described in the agreement with Grantee. The Recipient acknowledges, understands and accepts that Recipient must disclose any direct or indirect financial interest or situation which may pose an actual, apparent, or potential conflict of interest. The Recipient acknowledges, understands and accepts that the nature and extent of any actual, apparent, or potential conflict of interest may be a basis for disqualification from receiving any funds. The Recipient certifies, represents and warrants that Recipient will immediately advise the Grantee in writing of any potential new conflicts of interest as they arise.

    b. Cooperation with Audits. Recipient shall cooperate fully, without delay, in all audits, inquiries and investigations initiated by or on behalf of the Grantee and/or the State of California concerning or relating to compliance with local, state or federal air quality laws, or compliance with the Grant Agreement, including but not limited to timely submission of any and all records requested and full cooperation with any on-site inspections.

    c. Payment (Recapture) on Demand. Recipient shall, upon notification by the Grantee and/or CARB or their authorized representative(s) of an overpayment, a wrongful payment or a violation of or failure to comply with the agreement remit to the Grantee or its authorized representative the requested amount within 60 days from the date of issuance of said notice.

    d. Third Party Beneficiary. The Recipient acknowledges, accepts and agrees that the State of California, acting by and through the California Air Resources Board (CARB), is an intended third-party beneficiary to the agreement.

    e. Authorized Signature. The Recipient agrees and acknowledges that it has signed or has authorized the signing of the agreement with the Grantee, and by doing so hereby declares under penalty of perjury, under the laws of the State of California, that all statements and responses made therein are true and correct, with full knowledge that all statements and responses are subject

to investigation and that any incomplete, unclear, false, or dishonest response may be grounds for disqualification from receiving any existing or further funding or participating in any programs or projects using the CARB-provided or Grantee-provided funds, or from doing business with the State of California or the Grantee. The Recipient acknowledges, understands and accepts that by providing or making any false statements or providing false information, the Recipient may be in a violation of the California False Claims Act (Government Code Section 12650 et seq.). Recipient certifies, represents and warrants that the individual signing on its behalf herein below is an authorized representative of Recipient with full power and legal authority to sign below and by said signature Recipient is bound to and will comply with all terms, conditions and obligations set forth in the agreement, as applicable.

f. Compliance with Air Quality Laws. Recipient understands, acknowledges and agrees that compliance with all applicable federal, state and local air quality rules, regulations and statutes is a precondition to the receipt or use of Grant funds and is a continuing obligation during the term of the agreement and for any other period required by federal or state law.

g. If either the Grantee or the state of California determines, within its or their sole and absolute discretion, that recouping some or all of the grant funds awarded to a Recipient is necessary due to Recipient's material breach, which includes, by way of example, but not limitation, falsification, misspending, misinformation, misappropriation, fraud, gross negligence, violation of a conflict of interest law, violation of a discrimination law, disbarment by any local, state or federal agency or department, or any other failure to comply in a way that impacts the performance of the agreement in a material way, then Recipient, upon demand, shall pay to Grantee or the state of California as recaptured funds or liquidated damages, some or all grant funds, as requested by the state of California, which shall not exceed the amount of grant funds which the state of California may be entitled to receive due to a material breach as described above, plus any interest earned from those grant funds. The Recipient agrees that quantifying the losses arising from a breach may be inherently difficult insofar as breach may cause the state of California or the Grantee irreparable, serious or substantial harm or damage, including to taxpayers or to the environment. Recipient further stipulates that the agreed upon amount of recaptured funds or liquidated damages is not a penalty, but rather a reasonable measure of damages based upon experience and given the nature of the losses that may result from said breach. The Recipient agrees that the recaptured funds or liquidated damages have been computed, estimated and agreed upon by all parties and represents an attempt to make a reasonable forecast of probable actual loss because of the difficulty of estimating with exactness the damages which will result. This obligation shall apply even if there is a concurrent noncompliance or violation of air quality rules, regulations or laws caused by a third party. The remedies set out in this paragraph are contractual in nature.

h. Nothing stated herein above in any way limits, prevents or precludes the State of California or the Grantee from taking any enforcement action, exercising any police power or prosecuting any violation of law against Recipient, its employees, officers, agents, assigns, representatives, contractors, subcontractors, affiliates, grantees, subawardees, subgrantees, or any third parties.

i. Survival. Recipient acknowledges, agrees and accepts that those sections and provisions pertaining to indemnity, recordkeeping, audit, assurances, third party beneficiary status, remedies for non-compliance with material terms and conditions, return or recapture of funds, liquidated damages, requirements under state and federal law, conflict of interest, and confidentiality, shall survive the termination, cancellation or expiration of the agreement.

j. All Recipient agreements must also contain, at a minimum, all of the following:

   i. A clear and accurate description of the material, products, or services to be procured as well as a detailed budget and timeline.

   ii. A detailed budget and timeline.

   iii. Provisions that allow for administrative, contractual, or legal remedies in instances where Recipient violates or breaches the agreement terms, and provide for such sanctions and penalties as may be appropriate.

   iv. Provisions for termination by the Grantee, including termination procedures and the basis for settlement.

   v. A statement that assignments are prohibited without the advanced written consent of CARB and Grantee.

   vi. Language conforming to all provisions applicable to a subgrant or subaward of funds contained in this Grant Agreement.

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

5. **Americans with Disabilities Act (ADA) and Accessibility:** Grantee must ensure that all products and services submitted to CARB, uploaded, or otherwise provided to CARB by the Grantee and/or its Recipients under this Grant, including but not limited to data, software, plans, drawings, specifications, reports, operating manuals, notes, and other written or graphic work prepared in the course of performance of this Grant Agreement (collectively, the "Work"), comply with Web Content Accessibility Guidelines 2.0, level AA, and any subsequent versions, and otherwise meet the accessibility requirements set forth in California Government Code Sections 7405 and 11135, Section 202 of the federal Americans with Disabilities Act (42 U.S.C. § 12132), and Section 508 of the federal Rehabilitation

Act (29 U.S.C. § 794d) and the regulations promulgated thereunder (36 C.F.R. Part 1194) (collectively, the "Accessibility Requirements"). For any Work provided in PDF format, Grantee shall also provide an electronic version in the original electronic format (for example, Microsoft Word or Adobe InDesign).

CARB may request documentation from the Grantee of compliance with the Accessibility Requirements and may perform testing to verify compliance.

Deviations from the Accessibility Requirements are permitted only by written consent by CARB.

6. **Assignment:** This Grant Agreement is not assignable by the Grantee, either in whole or in part, without the consent of CARB in the form of a formal written amendment.
7. **Assurances:** CARB reserves the right, but not the obligation, to seek further written assurances from the Grantee and any Recipient that the work performed under this Grant Agreement will be performed consistent with the terms and conditions of this Grant Agreement.
8. **Audit:** Grantee agrees that CARB, the California Department of General Services, California Department of Finance, the California State Auditor, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Grant and all State funds received. Grantee agrees to maintain such records for possible audit for a minimum of three (3) years after the term of this Grant is completed, unless a longer period of records retention is stipulated. Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Grantee agrees to include similar right of the State to audit records and interview staff in any agreement related to the performance of this Grant Agreement.
9. **Availability of funds:** It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Grant does not appropriate sufficient funds for the program, this Grant shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Grant and Grantee shall not be obligated to perform any provisions of this grant.
10. **CARB as a Third Party Beneficiary:** Grantee represents, warrants and agrees that CARB is and shall remain a third party beneficiary to any and all written agreements entered into between Grantee and any and all third parties where such agreement(s) are to fulfill or are for performance of any of the terms or conditions of this Grant Agreement.
11. **Compliance with law, regulations, etc.:** The Grantee agrees that during the term of this Grant Agreement, it will, at all times, comply with and require Recipients to comply with all applicable federal, state, and local laws, rules, guidelines, regulations, statutes, and requirements.
12. **Computer software:** The Grantee certifies that it has appropriate systems and

controls in place to ensure that State funds will not be used in the performance of this Grant Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.

13. **Confidentiality:** Prior to CARB releasing any information to Grantee which CARB has designated as confidential, CARB will notify Grantee in writing of such confidential designation. Except as may be required by law, such as the California Public Records Act (California Government Code Section 7920.000 et seq.), court order, or legal process (such as a subpoena), no record which has been designated as confidential by CARB shall be disclosed by the Grantee. If the Grantee believes disclosure of a confidential record may be required, the Grantee shall first give CARB at least 10 calendar days written notice prior to any planned disclosure so CARB can seek an order preventing disclosure from a court of competent jurisdiction.

14. **Conflict of interest** The Grantee certifies that it is, and shall remain, in compliance with all applicable State and federal conflict of interest laws during the entire Term of this Grant Agreement. The Grantee will have no interest, and shall not acquire any interest, direct or indirect, which will conflict with its ability to impartially perform under, or complete the tasks described in, this Grant. The Grantee must disclose any direct or indirect financial interest or situation which may pose an actual, apparent, or potential conflict of interest with its duties throughout the Grant Term. CARB may consider the nature and extent of any actual, apparent, or potential conflict of interest in the Grantee's ability to perform the Grant. The Grantee must immediately advise CARB in writing of any potential new conflicts of interest throughout the Grant Term.

15. **Disputes:** Prior to exercising any rights or remedies which may arise as a result of a breach of this Grant Agreement, or for any disagreements or conflicts arising from implementation of this Grant Agreement, the party alleging the breach, disagreement or conflict will provide the other party written notice of the term or condition which is alleged to have been breached, or the disagreement or conflict that has arisen. The Grantee shall continue with the responsibilities under this Grant Agreement during any such dispute, unless otherwise directed in writing by CARB. Grantee staff or management and CARB staff or management shall work together in good faith to resolve any such disputes arising from implementation of this Grant Agreement. However, any disputes that cannot be resolved at the management level within 30 days of when the issue is first raised with CARB staff shall be subject to resolution by the CARB Executive Officer, or his designated representative. Nothing contained in this paragraph is intended to limit any of the rights or remedies that the parties may have under law.

16. **Environmental justice:** In the performance of this Grant Agreement, the Grantee shall conduct its programs, policies, and activities that substantially affect human health or the environment in a manner that ensures the fair treatment of people of all races, cultures, and income levels, including minority populations and low-income populations of the State.

17. **Fiscal management systems and accounting standards:** The Grantee agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to

permit tracing of Grant funds to a level of expenditure adequate to establish that such funds have not been used in violation of law or this Grant Agreement. Unless otherwise prohibited by law, the Grantee further agrees that it will maintain separate Grant award accounts in accordance with generally accepted accounting principles.

18. **Force majeure**: Neither CARB nor the Grantee must be liable for or deemed to be in default for any delay or failure in performance under this Grant Agreement or interruption of services resulting, directly or indirectly, from acts of God, enemy or hostile governmental action, civil commotion, strikes, government orders, national or state declared pandemics, lockouts, labor disputes, fire, flood, earthquakes, or other physical natural disaster. If either party intends to invoke this clause to excuse or delay performance, the party invoking the clause must provide written notice to the other party immediately but no later than within fifteen (15) calendar days of when the force majeure event occurs and reasons that the force majeure event is preventing that party from or delaying that party in performing its obligations under this Grant. CARB may terminate this Grant Agreement immediately in writing without penalty in the event Grantee invokes this clause.

    If the Grant Agreement is not terminated by CARB pursuant to this clause, upon completion of the event of force majeure, the Grantee must as soon as reasonably practicable recommence the performance of its obligations under this Grant Agreement. The Grantee must also provide a revised schedule to minimize the effects of the delay caused by the event of force majeure. An event of force majeure does not relieve a party from liability for an obligation which arose before the occurrence of that event.

19. **Governing law and venue:** This Grant Agreement is governed by and shall be interpreted in accordance with the laws of the State of California. CARB and the Grantee hereby agree that any action arising out of this Grant Agreement shall be filed and maintained in the Superior Court in and for the County of Sacramento, California, or in the United States District Court in and for the Eastern District of California. The Grantee hereby waives any existing sovereign immunity for the purposes of this Grant Agreement.

20. **Grantee's responsibility for work:** The Grantee shall be responsible for work and for persons or entities engaged in work, including, but not limited to contractors, subcontractors, sub-awardees, suppliers, and providers of services. The Grantee and/or its contractors, subcontractors, sub-awardees, suppliers, and providers of services, as applicable, shall be responsible for any and all disputes arising out of its contract for work on a project funded by this Grant Agreement, including but not limited to payment disputes with contractors, subcontractors, and providers of services. The State will not mediate disputes between the Grantee and any Recipient concerning responsibility for performance of work.

21. **Indemnification:** The Grantee agrees to indemnify, defend and hold harmless the State and CARB and its officers, employees, agents, representatives, and successors-in-interest against any and all liability, loss, and expense, including reasonable attorneys' fees, from any and all claims for injury or damages arising out of the performance of this Grant Agreement by the Grantee.

22. **Independent contractor:** The Grantee, and its subgrantees, sub-awardees, agents and employees, if any, in their performance of this Grant Agreement, shall act in an independent capacity and not as officers, employees or agents of CARB.

23. **Insurance:** Unless Grantee is self-insured, Grantee shall add the State of California as an additional insured on all insurance policies it carries in relation to this Grant during the Term of this Grant Agreement.

    If Grantee is self-insured in whole or in part, Grantee shall provide CARB with written acknowledgement of this fact at the time of the execution of this Grant Agreement.

    CARB may require financial information to justify Grantee's self-insured status. If, at any time after the execution of this Grant Agreement, Grantee abandons its self-insured status, Grantee shall immediately notify CARB of this fact and shall comply with all of the terms and conditions of this Section pertaining to insurance requirements.

24. **Nondiscrimination:** During the performance of this Grant Agreement, the Grantee and its Recipients shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, reproductive health decision making, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age (over 40), sexual orientation, or veteran or military status, or allow denial of family-care leave, medical-care leave, or pregnancy-disability leave. The Grantee and its Recipients shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination and harassment. The Grantee and Recipients shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, title 2, section 11000 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a)-(f), set forth in Chapter 5 of Division 4.1 of title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. The Grantee and Recipients shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. The Grantee shall include the nondiscrimination and compliance provisions of this clause in all agreements with Recipients to perform work under this Grant Agreement.

25. **No third-party rights:** The parties to this Grant Agreement do not create rights in, or grant remedies to, any third party as a beneficiary of this Grant Agreement, or of any duty, covenant, obligation or undertaking established herein.

26. **Office of Foreign Asset Control:** The Office of Foreign Assets Control ("OFAC") of the U.S. Department of the Treasury administers and enforces economic and trade sanctions based on U.S. foreign policy and national security goals against targeted foreign countries and regimes, terrorists, international narcotics traffickers, those engaged in activities related to the proliferation of weapons of mass destruction, and other threats to the national security, foreign policy or economy of the United States. OFAC publishes lists of individuals and companies owned or controlled by, or acting

for or on behalf of, targeted countries. It also lists individuals, groups, and entities, such as terrorists and narcotics traffickers designated under programs that are not country-specific. These lists can be found at https://home.treasury.gov/policy-issues/office-of-foreign-assets-control-sanctions-programs-and-information. Unless otherwise authorized or exempt, transactions by U.S. persons or in the United States may be or are prohibited if they involve transferring, paying, exporting, withdrawing, or otherwise dealing in the property or interests in property of an entity or individual listed on the Office of Foreign Asset Control's (OFAC) SDN or other Lists. The property and interests in property of an entity that is 50 percent or more owned, whether individually or in the aggregate, directly or indirectly, by one or more persons whose property and interests in property are blocked pursuant to any part of 31 C.F.R. chapter V are also blocked, regardless of whether the entity itself is listed. Refer also to the U.S. Department of the Treasury website: https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions. Grantee shall notify CARB within 15 calendar days if it has or obtains knowledge that Grantee or any Recipient is in violation of any federal law pertaining to any entity or individual listed on any of the OFAC lists.

In the event CARB determines that Grantee or a Recipient is in violation of any federal law pertaining to any entity or individual listed on any of the OFAC lists, that shall be grounds for CARB, in its sole discretion, to terminate this Grant Agreement. CARB shall provide Grantee advance written notice of such termination.

27. **Ownership:** All information or data received or generated by the Grantee using Grant funds under this Grant Agreement shall become the property of CARB. Any release of information or data received or generated under this Grant Agreement shall comply with all applicable local, state and federal laws, including those laws pertaining to security, personally identifiable information and confidentiality.

28. **Personally Identifiable Information:** Information or data, including, but not limited to, records that personally identify an individual or individuals are confidential in accordance with California Civil Code sections 1798, et seq. and other relevant State or Federal statutes and regulations. The Grantee shall safeguard all such information or data which comes into their possession under this Grant Agreement in perpetuity, and shall not release or publish any such information, data, or records unless otherwise required by law, court order or subpoena.

29. **Prevailing wages and labor compliance:** The Grantee agrees to comply with all the applicable provisions of the California Labor Code pertaining to Public Works projects (Labor Code Sections 1720-1861) including those provisions requiring the payment of not less than the specified prevailing rate of wages as determined by the Director of the Department of Industrial Relations to workers employed in the performance of this grant. The Grantee shall monitor all agreements subject to reimbursement from this Grant Agreement to ensure that the prevailing wage provisions of Labor Code Section 1720-1861 are being met.

30. **Professionals:** The Grantee agrees that only licensed professionals will be used to perform services under this Grant Agreement where such services are called for and licensed professionals are required for those services under State law.

31. **Severability:** If a court of competent jurisdiction holds any provision of this Grant Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of those provisions, will not be affected.

32. **Survival:** Those sections pertaining to indemnity, recordkeeping, audit, assurances, third party beneficiary status, remedies for non-compliance with material terms and conditions, return or recapture of funds, liquidated damages, requirements under state and federal law, conflict of interest, return or recapture of funds, and confidentiality, shall survive the termination, cancellation or expiration of this Grant Agreement.

33. **Term:** This Grant Award shall be effective upon full execution of this Grant Agreement and shall continue in full force and effect until all conditions of the Grant Agreement have been met. This award is conditional based on CARB receipt and approval of a fully executed Grant Agreement Cover Sheet accepting these funds for Fiscal Year 2023-2024 by May 31, 2024.

34. **Termination:** CARB may terminate this Grant Agreement by written notice at any time upon violation by the Grantee of any material provision of this Grant Agreement or applicable law, after such violation has been called to the attention of the Grantee and after failure of the Grantee to bring itself into compliance with the provisions of this Grant Agreement and applicable law within thirty (30) days of receipt of written notice from CARB, or such longer period as CARB may provide at its sole discretion. Within thirty (30) days of the effective date of termination of this Grant Agreement or such longer period as CARB may provide at its sole discretion, the Grantee shall turn over all remaining Grant funds and all records, personally identifiable information ("PII"), intellectual property, documents, information and data relating to performance, accounting, administration, contracting and management of the Grant funds, the projects funded by the Grant funds and as otherwise required elsewhere in this Grant Agreement or as requested by CARB. For clarity, "remaining Grant funds" means the amount of Grant funds remaining after accounting for expenses incurred and agreements executed before receipt of the termination notice. "Remaining grant funds" may also include any liquidated damages or return, repayment, or recapture of Grant funds for Grantee's or a Recipient's material breach, as discussed above in Sections 2 and 3. CARB, at its sole discretion, may elect to have any or all of the funding, documentation, intellectual property and other property transferred to another entity selected by CARB.

35. **Timelines:** Time is of the essence in this Grant Agreement. The Grantee shall proceed with and complete all projects funded by this Grant Award and expenditure of funds to implement the work in an expeditious manner.

36. **Total Agreement:** This Grant Agreement constitutes the entire agreement and understanding between the Parties and supersedes and replaces any and all prior negotiations and agreements of any kind, whether written or oral, between the Parties concerning this Grant Agreement.

37. **Waiver of Rights:** Any waiver of rights with respect to a default or other matter arising under the Grant Agreement at any time by either party shall not be considered a waiver of rights with respect to any other default or matter. Any rights and remedies of the State provided for in this Grant Agreement are in addition to any other rights and remedies provided by law.

38. **Disbursement Deadline:** The Fiscal Year 2023-2024 Emission Inventory District Grant Funds specified in this Grant Agreement must be encumbered or expended by June 30, 2026. Grant disbursement requests must be submitted by the Grantee to CARB no later than April 1, 2028, to ensure adequate time for processing prior to the end of the fiscal year. The Grant Disbursement Request Form and Advance Payment Request Form are incorporated as part of this grant agreement.

39. **Disbursement Requests:** The Grantee shall submit the Grant Disbursement Requests to CARB Accounting Section at accountspayable@arb.ca.gov with a CC to the CARB project liaison. The Grantee must submit this electronically, based on CARB's current electronic submission guidance at the time of request. Requests for payment must be made with the Grant DisbursementRequest Form and contain all documentation required with the form.

40. **Liquidation and Return of Funds:** Funds not liquidated by June 30, 2028, must be returned by June 30, 2028. Expenditure of Grant Funds granted may not be reduced due to any loss incurred in an uninsured bank or investment account.

41. **Order of precedence:** In the event of any inconsistency between the article, exhibits, attachments, specifications, or provisions which constitute this Grant Agreement, the following order of precedence shall apply:

    a. Grant Agreement Cover Sheet
    b. Exhibit A – Grant Provisions
    c. Exhibit B – General Terms and Conditions
    d. Exhibit B, Attachment 1 – General Terms and Conditions
    e. Exhibit B, Attachment 2 – Budget Summary
    f. Exhibit B, Attachment 3 - Project Disbursement Schedule
    g. Exhibit B, Attachment 4 – Project Schedule

42. **Executive Order N-6-22 – Russia Sanctions:** On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state

agencies to terminate contracts and grants with, and to refrain from entering any new contracts and grants with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor or Grantee is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor or Grantee advance written notice of such termination, allowing Contractor or Grantee at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

EXHIBIT B, ATTACHMENT 2

Budget Summary

Grantee: Mariposa County Air Pollution Control District

Grant Agreement No.: G23-EIDG-14

Project: Quality Assurance Review of Point Source Emissions Data

Total Costs & Funding

Costs	Grant
Total Project Funds	$ 8,583.00

EXHIBIT B, ATTACHMENT 3

Project Disbursement Schedule

Grantee: Mariposa County Air Pollution Control District

Grant Agreement No.: G23-EIDG-14

Project: Quality Assurance Review of Point Source Emissions Data

Milestone Description	Scheduled Payment of Grant Funds
Review and update facility information and emissions data for facilities that were in operation in 2023	$ 7,725.00 (90 percent)
Submittal of Final Report to CARB **(no later than May 1, 2025)**	$ 858.00 (10 percent)
Grant Agreement Total Funding Amount	**$ 8,583.00**

EXHIBIT B, Attachment 4

Project Schedule

Grantee: Mariposa County Air Pollution Control District

Grant Agreement No.: G23-EIDG-14

Project: Quality Assurance Review of Point Source Emissions Data

Work Task	Timeline
District Governing Board Approval	August 31, 2024
Grant Agreement Execution	June 30, 2024
Kick Off Meeting	TBD
Update facility information and emissions data for facilities that were in operation in 2023	August 2024
Progress Report	December 1, 2024
Draft Final Report	March 1, 2025
Final Report	May 1, 2025

MARIPOSA COUNTY

Board of Supervisors

Air Pollution Control District 2024-007

MEETING:	September 3, 2024
TO:	The Board of Supervisors
FROM:	Kristina Keheley, Interim Health and Human Services Agency Director
RE:	Approve an Agreement with Oceaneering International, Inc., in the Amount of $600 for Air Pollution Control Monitoring Equipment; and Authorize the Air Pollution Control Officer to Sign the Agreement

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RECOMMENDATION AND JUSTIFICATION

Approve an Agreement with Oceaneering International, Inc., in the Amount of $600 for Air Pollution Control Monitoring Equipment; and Authorize the Air Pollution Control Officer to Sign the Agreement.

This communication system allows the district to monitor air quality readings on an hourly basis during smoke events via the internet. The system has been in place and has been being used for several years.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The District has been using the services and purchasing satellite air time for several years. A similar contract was previously approved by the board on August 2, 2022, by item APCD 2022-3.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Don't approve the APCO to sign the order for air time and District personnel will have to manually download the data out of the monitor. Data interpretation will take longer and updates during emergencies may not be feasible.

FINANCIAL IMPACT

The costs for this agreement will be paid from the 457 Environmental Health Budgets.

ATTACHMENTS

1. **Oceaneering International, Inc. 2025**

VOTE RESULT

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

AGREEMENT FOR MONITORING OF AIR POLLUTION SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2024, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as "County," and _____ Oceaneering International, Inc., hereinafter referred to as "Contractor," pursuant to the following terms and conditions.

W I T N E S S E T H:

1. TERM

The term of this Agreement shall commence on July 1, 2024, and terminate on June 30, 2025 unless extended as provided by this Agreement.

2. SERVICES

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

3. COMPENSATION

Contractor shall be compensated for services performed in an amount not to exceed $600.00 as set forth in Exhibit A, "Work and Cost Proposal," which is attached hereto and incorporated herein by reference. County shall pay Contractor within thirty (30) of receipt of an approved invoice.

4. INSURANCE

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

A. MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

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

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

(4) Professional Liability (Errors and Omissions): Insurance appropriate to Contractor's profession, with a limit of no less than $1,000,000 per occurrence or claim, $2,000,000 aggregate.

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

B. OTHER INSURANCE PROVISIONS

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

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

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

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

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

(5) Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by County. County may require Contractor to

purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

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

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

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

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

5. HOLD HARMLESS/INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall release, hold harmless, defend at its own expense, and indemnify County, its officers, employees, agents, and volunteers, from and against any and all claims, losses, damages, lawsuits, liabilities and expenses, including but not limited to reasonable attorneys' fees, including but not limited to those attributable to bodily injury, sickness, disease, death or injury to or destruction of property, including the loss therefrom, which arises out of or is in any way connected with the performance of this Agreement (collectively "Liabilities") to the extent caused by Contractor or its officers, agents or employees, except where such Liabilities are caused by the sole negligence or willful misconduct of County.

6. INDEPENDENT CONTRACTOR

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

7. PUBLIC EMPLOYEES RETIREMENT SYSTEM (CALPERS)

In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement is determined by a court of competent jurisdiction or the Public Employees Retirement System (CalPERS) to be eligible for enrollment in CalPERS as an

employee of County, Contractor shall indemnify, defend, and hold harmless County for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.

8. STATE AND FEDERAL TAXES

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

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

9. AUDITS AND INSPECTIONS

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

10. ASSIGNMENT

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

11. NOTICE

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

CONTRACTOR:
Cole Morton
3645 Ruffin Road, Suite 320
San Diego, CA 92123

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

12. COMPLIANCE

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

13. PUBLIC RECORDS ACT

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

14. ENTIRE AGREEMENT AND MODIFICATION

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

15. ENFORCEABILITY AND SEVERABILITY

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

16. TERMINATION AND RIGHTS UPON TERMINATION

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

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

C. Should Contractor default in the performance of this Agreement or materially breach any of its provisions, County, at its option, may terminate this Agreement by giving

written notification to Contractor. The termination date shall be the effective date of the notice. For the purposes of this subsection, default or material breach of this Agreement shall include, but not be limited to, any of the following: failure to perform required services in a timely manner, willful destruction of County property, dishonesty, or theft.

17. NO WAIVER

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

18. DISPUTES

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

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

19. CAPTIONS

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

20. NUMBER AND GENDER

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

21. MANDATORY AND PERMISSIVE

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

22. SUCCESSORS AND ASSIGNS

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

23. COUNTERPARTS/ELECTRONIC, FACSIMILE, AND PDF SIGNATURES

This agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of

the California Uniform Electronic Transactions Act ("CUETA"), Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA, as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code. Facsimile signatures or signatures transmitted via pdf document shall be treated as originals for all purposes.

24. OTHER DOCUMENTS

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

25. CONTROLLING LAW

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

26. AUTHORITY

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

27. NEGOTIATED AGREEMENT

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

28. NO RELIANCE ON REPRESENTATIONS

Each party warrants and represents that it is not relying and has not relied upon any representation or statement made by the other party with respect to the facts involved or its rights or duties. Each party understands and agrees that the facts relevant, or believed to be relevant to

this Agreement, have been independently verified. Each party further understands that it is responsible for verifying the representations of law or fact provided by the other party.

29. WARRANTY

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

30. FUNDING AVAILABILITY

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

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

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

COUNTY OF MARIPOSA	CONTRACTOR
Kristina Keheley, Interim Director Health and Human Services Agency	Cole Morton, M2M Specialist Oceaneering International, Inc.

APPROVED AS TO FORM:

Steven W. Dahlem
County Counsel

Exhibit A
SCOPE OF WORK
COST PROPOSAL

OCEANEERING®

5875 N. Sam Houston Pkwy. W.
Suite 400
Houston, Texas 77086
Tel: +01 713-329-4500
www.oceaneering.com

INVOICE

Invoice: T0010-0000004648
Invoice Date: 07/10/2024
Page 1 of 1

Bill To:
Mariposa County APCD
Post Office Box 5
Mariposa,, CA
95338
United States
Attn: dwhite@mariposacounty.org

Billing Information:		Payment Instructions:
Customer #:	C0006959	Please Remit To: JPMorgan Chase Bank Account Number: 475316589 ABA Number: 111000614 (ACH) ABA Number: 021000021 (Wires) SWIFT – CHASUS33 For the Account of: Oceaneering International, Inc. Lockbox Mailing Address: Oceaneering International, Inc. P.O. Box 731943 Dallas, TX 75373-1943 Please email Remittance Advice to: usremittances-oil@oceaneering.com
Payment Terms:	NET30	
Project #:	0000194864	
For the Period:	07/01/2024 - 06/30/2025	
Project Manager:	Cole Morton	
300234030976810		

Description	PO Line#	Quantity		Unit Amt	UOM	Net Amt
Oceaneering Vision Service 07/01/2024 - 06/30/2025 120 Days		1.00	@	600.00	EA	600.00

Amount Due: $600.00 USD

USD Six hundred and xx/100

OCEANEERING®

Oceaneering International Inc.
5875 N. Sam Houston Pkwy. W.
Houston, TX 77086
Tel: (713) 329-4500
Fax: (713) 329-4600

Mariposa County APCD
Post Office Box 5
Mariposa,, CA
95338

GDS Project #: 194864
Customer ID: C0006959
PO #:
Work Scope: Invoice
dwhite@mariposacounty.org

Please Remit To:

Oceaneering International Inc. C/O
JP Morgan Chase Bank
New York, NY 10004
ABA Number: 111000614 (ACH)
ABA Number: 21000021 (Wires)
SWIFT: CHASUS33
Account No: 475316589

Billing Period: Jul-24

Description	Quantity	Rate	Unit Amount	Total
Total Service Charges				
Oceaneering Vision Service 120 Days	1.00	$ 600.00	EA	$ 600.00
300234030976810			EA	$ -
07/01/2024 - 06/30/2025			EA	$ -
			EA	$ -
			EA	$ -
			EA	$ -
			EA	$ -
			EA	$ -
			EA	$ -
			Total:	**$ 600.00**
			Sales Tax:	**$0.00**
			Total:	**$600.00**

MARIPOSA COUNTY

Board of Supervisors

Air Pollution Control District 2024-008

MEETING:	September 3, 2024
TO:	The Board of Supervisors
FROM:	Kristina Keheley, Interim Health and Human Services Agency Director
RE:	Approve an Agreement with Environmental Permitting Specialists in the Amount of $20,000 for Environmental Permitting and Consultation; and Authorize the Board of Supervisors Chair to Sign the Agreement

---

RECOMMENDATION AND JUSTIFICATION

Approve an Agreement with Environmental Permitting Specialists in the Amount of $20,000 for Environmental Permitting and Consultation; and Authorize the Board of Supervisors Chair to Sign the Agreement.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The latest version for the fiscal year of 2024 was signed by CAO on August 5th, 2024.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

If the Board chooses not to approve this agreement, the County would lose the services of the Consultant to evaluate identified air pollution control equipment.

FINANCIAL IMPACT

There is no impact on the County General Fund.

ATTACHMENTS

1. **Raman Kapahi - Environmental Permitting Specialists 2025**

VOTE RESULT

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

AGREEMENT FOR ENVIRONMENTAL PERMITTING AND CONSULTATIVE SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2024, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as "County," and Environmental Permitting Specialists LLC, hereinafter referred to as "Contractor," pursuant to the following terms and conditions.

W I T N E S S E T H:

1. TERM

The term of this Agreement shall commence on July 1, 2024, and terminate on June 30, 2025, unless extended as provided by this Agreement.

2. SERVICES

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

3. COMPENSATION

Contractor shall be compensated for services performed in an amount not to exceed $20,000 as set forth in Exhibit A, "Scope of Work and Cost Proposal," which is attached hereto and incorporated herein by reference. County shall pay Contractor within thirty (30) of receipt of an approved invoice.

4. INSURANCE

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

A. MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

(2) Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired (Code 8) and non-owned autos (Code 9), with limits no less than $500,000 per accident for bodily injury and property damage.

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

(4) Professional Liability (Errors and Omissions): Insurance appropriate to Contractor's profession, with a limit of no less than $1,000,000 per occurrence or claim, $2,000,000 aggregate.

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

B. OTHER INSURANCE PROVISIONS

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

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

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

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

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

(5) Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by County. County may require Contractor to

purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

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

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

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

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

5. HOLD HARMLESS/INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall release, hold harmless, defend at its own expense, and indemnify County, its officers, employees, agents, and volunteers, from and against any and all claims, losses, damages, lawsuits, liabilities and expenses, including but not limited to reasonable attorneys' fees, including but not limited to those attributable to bodily injury, sickness, disease, death or injury to or destruction of property, including the loss therefrom, which arises out of or is in any way connected with the performance of this Agreement (collectively "Liabilities") to the extent caused by Contractor or its officers, agents or employees, except where such Liabilities are caused by the sole negligence or willful misconduct of County.

6. INDEPENDENT CONTRACTOR

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

7. PUBLIC EMPLOYEES RETIREMENT SYSTEM (CALPERS)

In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement is determined by a court of competent jurisdiction or the Public Employees Retirement System (CalPERS) to be eligible for enrollment in CalPERS as an

employee of County, Contractor shall indemnify, defend, and hold harmless County for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.

8. STATE AND FEDERAL TAXES

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

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

9. AUDITS AND INSPECTIONS

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

10. ASSIGNMENT

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

11. NOTICE

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

CONTRACTOR:
Environmental Permitting Specialists
7068 Riverside Blvd.
Sacramento, CA 95831

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

12. COMPLIANCE

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

13. PUBLIC RECORDS ACT

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

14. ENTIRE AGREEMENT AND MODIFICATION

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

15. ENFORCEABILITY AND SEVERABILITY

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

16. TERMINATION AND RIGHTS UPON TERMINATION

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

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

C. Should Contractor default in the performance of this Agreement or materially breach any of its provisions, County, at its option, may terminate this Agreement by giving

written notification to Contractor. The termination date shall be the effective date of the notice. For the purposes of this subsection, default or material breach of this Agreement shall include, but not be limited to, any of the following: failure to perform required services in a timely manner, willful destruction of County property, dishonesty, or theft.

17. NO WAIVER

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

18. DISPUTES

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

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

19. CAPTIONS

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

20. NUMBER AND GENDER

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

21. MANDATORY AND PERMISSIVE

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

22. SUCCESSORS AND ASSIGNS

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

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This agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of

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

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

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

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28. NO RELIANCE ON REPRESENTATIONS

Each party warrants and represents that it is not relying and has not relied upon any representation or statement made by the other party with respect to the facts involved or its rights or duties. Each party understands and agrees that the facts relevant, or believed to be relevant to

this Agreement, have been independently verified. Each party further understands that it is responsible for verifying the representations of law or fact provided by the other party.

29. WARRANTY

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

30. FUNDING AVAILABILITY

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

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

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

COUNTY OF MARIPOSA

_____
Kristina Keheley, Interim Director
Health and Human Services Agency

CONTRACTOR

_____
Raman Kapahi, Owner
Environmental Permitting Specialists, LLC

APPROVED AS TO FORM:

_____
Steven W. Dahlem
County Counsel

Exhibit A
SCOPE OF WORK
COST PROPOSAL

1. Evaluation of Authority to Construct (A.C.)/Permit to Operate Applications: Upon request of COUNTY'S Air Pollution Control Officer (APCO), CONSULTANT shall evaluate Authority to Construct applications submitted to the COUNTY. This evaluation shall:

a. Identify if the application is complete;
b. Identify additional information required for evaluation of the application;
c. Determine applicability of federal, state, and COUNTY statues, rules, and regulations;
d. Calculate expected and potential emissions from the proposed project;
e. Perform modeling as required by the COUNTY'S rules (see paragraph 3, below);
f. Evaluate the effectiveness of the proposed air pollution control equipment (see paragraph 2, below); and
g, Recommend permit conditions with any necessary operating limitations.

Upon completion of the evaluation, CONSULTANT shall submit a written report to the COUNTY summarizing the points evaluated and the conclusions reached.

2. Evaluation of Air Pollution Control Equipment: Upon request of COUNTY'S APCO, or in conjunction with the evaluation of an authority to construct/permit to operate applicant, CONSULTANT shall evaluate identified air pollution control equipment, providing the COUNTY with the following information in a written report: collection efficiency of the equipment, practical applicability or use of the equipment for the specific industry/project, and determination of the equipment as BACT, BARCT, MACT, etc., as defined in federal, state and COUNTY statues, rules and regulations.

3. Air Emission Modeling: At the request of the COUNTY'S APCO, or in conjunction with evaluation of an authority to construct/permit to operate application, CONSULTANT shall perform air emission modeling for the source identified in the APCO'S request and provide the COUNTY with a written report containing the following information:
a. Description of all data used (input) for the modeling;
b. Conclusions of the modeling runs as those conclusions relate to federal, state, and COUNTY statutes, rules and regulations;
c. Printouts of the modeling runs; and
d. Any suggestions that the CONSULTANT has related to permitting, control technology, etc.

4. Participation in Public Hearings: At the request of COUNTY'S APCO, CONSULTANT shall provide presentations and respond to questions at public

hearings and/or meetings of County's Board of Supervisors or Hearing board relating to any tasks performed by CONSULTANT under paragraphs 1 through 3 of this exhibit.

5. Respond to Information Requests: At the request of COUNTY'S APCO, CONSULTANT shall research and provide information regarding any air pollution control issue specified by the COUNTY'S APCO, which may be outside the tasks performed by CONSULTANT under paragraphs 1 through 4 of this exhibit.

6. Perform Air Pollution related inspections as requested by the district.

7. Consultant shall bill County for services regarding applications for Air Control permits, and other permit-related activities as identified by the APCO. County will bill applicants.

8. Consultant shall bill County for those other services provided at request of APCO.
9. Compensation:

a. COUNTY agrees to pay Ray Kapahi, dba Environmental Permitting Specialists, at a rate of $125.00 per hour for all documented time involved with the execution of the above, in the not to exceed amount of $20,000.

b. COUNTY will also pay an additional compensation fee of $1650 to CONSULTANT.

c. Incremental payments shall be made based upon submittal of invoice.

ENVIPER-01 CUSTOMSERV

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/2/2024

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

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

PRODUCER	CONTACT NAME: Kristi Andreas-Redondo	
JPL Insurance Group, Inc. 3033 Fifth Ave. #325 San Diego, CA 92103	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS: kristi@jplinsurance.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Homeland Insurance Co of NY	34452
INSURED Ray Kapahi dba Environmental Permitting Specialist 7068 Riverside Blvd. Sacramento, CA 95831	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 2,000,000
	CLAIMS-MADE X OCCUR	X	X	793-00-73-51-0006	1/6/2024	1/6/2025	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 50,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N / A	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Prof Liability			793-00-73-51-0006	1/6/2024	1/6/2025	Each Claim	2,000,000
A	CPL			793-00-73-51-0006	1/6/2024	1/6/2025	Each $1M -Aggregate	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The County of Mariposa, its officials, employees & volunteers are included as Additional Insureds with respect to General Liability. Insurance is Primary and Noncontributory, and Waiver of Subrogation applies, when required in written contract per policy provisions, conditions, and exclusions.

CERTIFICATE HOLDER

Mariposa County Health & Human Services Agency
P. O. Box 5
Mariposa, CA 95338

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Kristi Andreas-Redondo

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/12/2024

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

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

PRODUCER
ISU INS SERV - BC ENV BROKERAGE
1037 Suncast Ln Ste 103
El Dorado Hills, CA 95762

CONTACT NAME: DINA ATHEY
PHONE (A/C, No, Ext): (916)939-1080 FAX (A/C, No): (916)939-1085
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: STATE COMPENSATION INS.FUND	35076
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
ENVIRONMENTAL PERMITTING SPECIALISTS
7068 RIVERSIDE BLVD
SACRAMENTO, CA 95831

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			1706759-23	09/01/23	09/01/24	X PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: All Operations
Waiver of Subrogation further applies to Work Comp when required in written contract per policy provisions, conditions, and exclusions.

CERTIFICATE HOLDER

County of Mariposa
P. O. Box 905
Mariposa, CA 95338

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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PROGRESSIVE
P.O. BOX 31260
TAMPA, FL 33631
NAIC Company Code: 11770

PROGRESSIVE DIRECT Auto

Policy Number: 931639944

Underwritten by:
United Financial Cas Co
Policyholders:
Raman Kapahi
Denise L Wesleder

August 12, 2024

Customer Service
1-800-776-4737
24 hours a day, 7 days a week

Verification of Insurance for

Raman Kapahi and Denise L Wesleder

This verification of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this verification of insurance may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of the policies.

Please accept this letter as verification of insurance for this policy.

Policy and driver information

Policy number:	931639944
Policy state:	California
Policy period:	Aug 4, 2024 - Feb 4, 2025
There was no lapse in coverage during this policy period.	
Effective date:	Aug 4, 2024
Drivers: Raman Kapahi Denise L Wesleder	
Address:	7068 Riverside Blvd Sacramento, CA 95831

Vehicle information

Vehicle:	2019 LEXUS ES 350
Vehicle identification number:	58ABZ1B18KU043365
Lienholder:	LEXUS FINANCIAL SVCS PO Box 105386 ATLANTA, GA 30348

Coverage information

Liability To Others		
Bodily Injury Liability	$250,000 each person/$500,000 each accident	
Property Damage Liability	$100,000 each accident	
Comprehensive	Actual Cash Value	Deductible: $500
Collision	Actual Cash Value	Deductible: $500

Continued

MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING: September 3, 2024

TO: The Board of Supervisors

FROM: Jeremy Briese, Sheriff

RE: Receive a Presentation by AP Triton, Providing an Update on the Mariposa County Sheriff's Office Organizational and Staffing Analysis

---

RECOMMENDATION AND JUSTIFICATION

Receive a Presentation by AP Triton, Providing an Update on the Mariposa County Sheriff's Office Organizational and Staffing Analysis

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board routinely receives presentations from outside vendors, consultants, contractors, etc.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not hear the presentation and miss the opportunity to get an update on the project.

FINANCIAL IMPACT

None.

ATTACHMENTS

1. **Mariposa County Sheriff's Office Report (FINAL)**
2. **APT Trition - SO presentation**

Mariposa County Sheriff's Office

Mariposa County, California

ORGANIZATIONAL & STAFFING ANALYSIS

July 2024



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Acknowledgments

AP Triton Consulting wishes to extend its sincere appreciation to each of those individuals whose contributions and assistance made this project possible.

Our sincere appreciation is extended to each of you…

Mariposa County Board of Supervisors

Miles Menetrey
Board Chair

Mariposa County Administration

Dallin Kimble
(Former)County Administrative Officer

Leigh Westerlund
Assistant County Administrative Officer

Mariposa County Sheriff's Office and Labor Unions

Jeremy Briese
Sheriff/Coroner/Public Administrator

Kevin Packard
Undersheriff

Jocob Bobman
Captain, Custody Division

Sean Land
Captain, Operations Division

Christopher Ramirez
Captain, Administration Division

Mike Charman
Sheriff's Management Association

Tim Bennet
Deputy Sheriff's Association

Caleb Collins
Deputy Sheriff's Association

Sarah Spaulding
Service Employees International Union

…and each of the dedicated men and women of Mariposa County Sheriff's Office who daily serve the citizens and visitors of Mariposa County.

Introduction & Executive Summary

Project Introduction & Scope of Work

Mariposa County Sheriff's Office (MCSO) retained AP Triton, LLC (AP Triton) to conduct an Organizational & Staffing Analysis. AP Triton's detailed study analyzed staffing and organizational alternatives for today and for the future, with consideration given to increasing efficiency and fiscal sustainability. AP Triton provided an assessment of the effectiveness and efficiency of MCSO's operations, including an analysis of the staffing levels for sworn and professional members and employees in patrol, custodial, court, and special services.

The Sheriff's Office Organizational & Staffing Study consists of several key objectives, including:

- Evaluating current staffing needs based on workload and service level targets.
- Developing staffing plans for deploying personnel, in terms of both scheduling and geographic deployment.
- Examining alternative service delivery options, including sworn and professional staff roles and assignments.
- Assessing organizational needs, such as career development, succession planning, attrition, recruitment, training, overtime, and other factors.
- Projecting workload and staffing needs into the future using a justifiable methodology.
- Examining funding, fiscal sustainability, and revenue generation.

Executive Summary

The AP Triton Project Team has concluded a comprehensive analysis and developed key strategies to enhance the operational efficiency and service delivery of the Mariposa County Sheriff's Office (MCSO). The primary goal is to ensure MCSO successfully meets the needs of the community in accordance to the community's expectations while maintaining sound stewardship of the public's resources.

AP Triton has recommended long-range strategies focused on developing and analyzing models for adequate emergency service staffing, implementing optimal staffing and organizational structures, resource allocation, facilities and technology, and prioritizing high-impact, cost-efficient opportunities. For the short- and mid-term, we recommend improvements to staffing and organizational efficiency.

Regarding training, MCSO needs investments due to budget and personnel constraints. We recommend conducting comprehensive annual training needs assessments, standardizing and retaining lesson plans for all training, developing training for professional staff, acquiring dedicated training record software, and establishing a full-time Training Unit. Additionally, we suggest mandating the POST Public Safety Dispatcher Basic Course for all dispatchers, combining training units for better standardization and efficiency, and considering dual certification for Custodial Deputies.

MCSO faces significant challenges due to outdated technology. To address this, we recommend developing a data-capture mechanism for unique event identifiers, recording all unit responses to avoid liabilities, using unique radio/dispatch identifiers tied to roles, ensuring reliable data capture in the Communications Center, and implementing near real-time NIBRS data review mechanisms. Conducting analysis on the impacts of second Deputies' arrival on scene, acquiring or developing case management software, addressing urgent technology needs by adding IT staff or contracting services, ensuring CAD and RMS connectivity, defining clear geographic patrol areas, aligning PSAP standards with NENA, and setting response time goals are also critical. Developing mechanisms to study Search and Rescue workload and staffing alternatives is essential.

The current state of MCSO facilities poses operational and legal risks. We recommend conducting regular facilities needs assessments, developing a purpose-built Headquarters facility, and consolidating and divesting underused facilities. In terms of fleet management, appointing a dedicated Fleet Coordinator, developing a sustainable vehicle replacement cycle, ensuring replacement reserves exist to fund MCSO fleet, and standardizing patrol vehicle platforms are necessary improvements.

MCSO has been creative in staff assignments, but additional responsibilities have stretched agency capacity. We suggest divesting, where possible, Sheriff responsibilities like Public Administrator and Emergency Services, establishing a dedicated Communications Manager, creating dedicated staff positions for the Civil Unit and Property and Evidence, and increasing patrol and supervisory staffing. Enhancing Investigation Unit staffing and supervision, exploring the expansion of Canine and School Resource Officer programs, and implementing a flexible staffing model for emergency events are also recommended.

The organization experienced a culture shift under Sheriff Briese, necessitating cohesive strategies. Developing an employee engagement strategy, establishing regular communication with the County Board and Administration, increasing community engagement through public meetings, setting performance metrics and targets through an MCSO strategic planning process, and developing a Community Policing function are vital to cultivating the organizational culture of performance. Implementing Unmanned Aerial Vehicles (UAV) policies and training, creating a "Career Officer" program, including community members in hiring and promotional boards, conducting biannual job description reviews, holding annual leadership retreats, meeting regularly with collective bargaining leadership, conducting a critical-skills assessment, reviewing hiring practices to mitigate bias, establishing transparent promotional processes, and restructuring operations to balance workload are additional recommendations.

MCSO faces challenges in managing its financial resources due to limited access to and visibility of its funding. We recommend developing a program-based budget structure, receiving budget guidance and target allocations from County Administration at the beginning of the budget development process, identifying non-General Fund resources for potential financial support, considering contracting for grant writing services, and the County Administration engaging financial planning professionals to ensure that the budget is in line with a solid forecast. Appointing a dedicated Finance and Budget Manager, creating a Business Operations Manager position, assuming direct management of grants that support MCSO, identifying new funding streams or making strategic budget reductions based on agency priorities, and securing funding for custodial facility investments are critical steps to improve MCSO's financial health.

Implementing these comprehensive recommendations will ensure that the Mariposa County Sheriff's Office can meet current and future community needs effectively and sustainably.

Overview of Staffing Analysis Methodologies

AP Triton's Project Approach

The AP Triton Project Team utilized a number of approaches in order to fully understand the service environment and issues relevant to the study, including the following:

Procurement of Information & Data

AP Triton requested pertinent information and data from the Sheriff's Office and County staff. This information was critical and used extensively in the various analyses and development of the report. The data and information consisted of, but were not limited to, the following:

- Past and/or current MCSO studies, research, and strategic plans
- Mariposa County census and demographics data
- Historical Sheriff's Office budgets and financial data, including debt information and long-range financial plans and projections
- MCSO general and special orders, policies, directives, and procedures
- Current service delivery practices, objectives, and targets
- Inventory of Sheriff's Office stations, facilities, and vehicles
- MCSO organizational charts
- Custodial staff-to-inmate ratios and associated workload
- Response time data for all types of calls for service
- Records management data, including National Incident-Based Reporting System (NIBRS) incident data
- Computer-aided dispatch (CAD) incident records
- Geographical information systems (GIS) shapefiles and other relevant files illustrating the County boundaries, response boundaries, patrol beats, and facilities
- Other information that may reflect efficiency of supervision, span of control, or service delivery
- Information on current funding, fiscal forecasts, and revenue generation practices

Stakeholder Input & Field Work

The AP Triton Project Team conducted on-site interviews and gathered information from key personnel and stakeholders. Some data were acquired through electronic forms, web conferencing technology, and/or telephone interviews. Individuals interviewed included:

- Elected and appointed officials
- Sheriff
- MCSO command staff, professional staff managers, and other key staff
- Finance specialists
- Volunteers
- Mariposa County Deputy Sheriff's Association (DSA) and Sheriff's Management Association (SMA) leadership and other employee representatives
- Others as they contributed to this project

Electronic Internal Survey

AP Triton developed an electronic survey to assess community concerns, Sheriff's Office service priorities, and citizen expectations. MCSO approved the survey questions and format before dissemination. A total of 42 respondents completed the survey. The survey results were delivered directly to AP Triton's Director of Project Operations, who developed and produced an executive summary of the survey results. The aggregate survey results are shown in Appendix B of this report.

Performance Standards & Best Practices

Service delivery performance standards for a Sheriff's Office can vary depending on the jurisdiction and specific responsibilities of the office. However, some general performance standards to consider include:

- **Response Time:** Establish response time goals for emergency calls and prioritize them based on the level of urgency. Aim to provide prompt response and assistance to ensure public safety and minimize potential harm.
- **Law Enforcement Activities:** Define performance standards related to law enforcement activities, such as crime prevention, investigations, arrests, and traffic enforcement. Set goals for the number of patrols conducted, crime clearance rates, arrest rates, and proactive community policing efforts.

- **Judicial Support:** If the Sheriff's Office supports the local court system, establish performance standards for serving legal documents, executing court orders, and ensuring the secure transport of detainees to and from court proceedings. Timely and accurate handling of legal processes is essential to support the judicial system effectively.
- **Detention Facilities:** If the Sheriff's Office manages detention facilities, establish performance standards related to inmate safety, security, and well-being. These may include goals for maintaining appropriate staffing levels, implementing effective inmate management practices, ensuring adequate medical care, and providing rehabilitative programs.
- **Community Engagement:** Set performance standards related to community engagement and outreach efforts. These can include goals for organizing community meetings, participating in community events, conducting educational programs, and fostering positive relationships with community members to build trust and enhance public safety.
- **Training and Professional Development:** Establish standards for training and professional development to ensure that deputies and staff are equipped with the necessary skills, knowledge, and certifications. These include goals for ongoing training, attendance at relevant conferences and/or workshops, and maintaining required certifications.
- **Internal Processes and Efficiency:** Establish performance standards related to internal processes and efficiency. These can include goals for maintaining accurate records, effective communication, timely documentation, evidence handling, and adherence to departmental policies and procedures.
- **Accountability and Ethics:** Set standards for accountability and ethics within the Sheriff's Office. These include expectations for professional conduct, adherence to the law enforcement code of ethics, and compliance with applicable laws, regulations, and departmental policies.

It is important to periodically review and evaluate these performance standards to ensure they align with the evolving needs of the community and the goals of the Sheriff's Office.

Section I:
SHERIFF'S OFFICE OVERVIEW

Overview of the Mariposa County Sheriff's Office

History & Description

Mariposa County was formed in September 1850, prior to California gaining statehood. It was one of the State's 27 original counties, comprised one fifth of the State, and was later divided into 11 separate counties, which gave it the name of 'Mother of Counties.' The namesake township of Mariposa serves as the County seat. The Mariposa County Sheriff's Office was formed in 1850. Of historical importance, the County Courthouse, which is staffed by MCSO personnel, was built in 1854 and is the oldest Superior Courthouse west of the Mississippi and the oldest courthouse in continuous use west of the Rocky Mountains.

Mariposa County is located centrally in the State, in the foothills between the San Joaquin Valley and the Sierra Nevada Mountains, and is flanked by Yosemite Park to the east, Fresno to the south, Modesto to the northwest, and Merced to the west. The largest population centers in proximity to Mariposa County are Fresno, with an estimated 2023 population of 550,000; and Merced, with an estimated 2023 population of 95,000. Mariposa County's population in 2023 was estimated at 16,795, with an annual growth rate of a loss rate of -0.66%.

Communities within Mariposa County include Mariposa, Lake Don Pedro, Fish Camp, Wawona, Mormon Bar, Bootjack, Midpines, Hornitos, El Portal, Coulterville, Cathey's Valley, Bagby, Bear Valley, Dogtown, and Jerseydale. The town of Mariposa has the largest population in the County, estimated in 2023 at 1,305.

The County is largely comprised of undeveloped lands, with the vast majority of the land designated in the categories of agriculture/working landscape and natural resources. In Mariposa County, several governmental agencies control vast expanses of land, with more than 55% of the County's land in public ownership. The federal government owns almost all public land in the County, with the Department of Interior's National Park Service's and Bureau of Land Management's combined holdings totaling over 40% of the County.

The remaining federal land is under the jurisdiction of the U.S. Department of Agriculture in the Stanislaus National Forest and the Sierra National Forest. The State of California has minor land ownership in the County. Caltrans has responsibility for State highway rights-of-way and maintenance facilities located throughout the County.[1]

Mariposa County is the gateway to Yosemite National Park, with the Town of Mariposa located 32 miles from Yosemite, making it an integral part of the park's history, ecosystem, and economy. The annual visitorship to Yosemite and Mariposa County is an estimated four million people. This relationship with Yosemite Park cultivates reliance of the County on tourism and revenues from a service-industry economy, and seasonal demands on the services of the local governmental agencies.

Governance & Lines of Authority

The County is organized under a five-member County Board of Supervisors, which is elected from five separate geographic districts of the County. Mariposa County is a general law county and the government structure is determined by the State Constitution and State General Law. The Board of Supervisors is the legislative and executive governing body of the County. The Board of Supervisors' responsibilities are to adopt the annual budget, appoint department heads, determine salaries, set policy, and enact ordinances and resolutions.

The administration of the County is managed by a professional County Administrative Officer (CAO) running the day-to-day administrative oversight of the County and sharing responsibilities with the Assistant CAO. The current CAO has served in this role since 2017. The CAO is appointed by and serves at the will of the Board of Supervisors.

The CAO is responsible for implementing the policy direction and priorities of the Board of Supervisors, serving as steward of the County's resources, and providing overarching strategic direction for the County departments. The CAO also carries out all executive functions of the Board, including coordinating the work of County departments, representing the County in the community and at intergovernmental events, and guiding County departments in matters that are the responsibility of the Board.

[1] Mariposa County General Plan, 2006–2019.

The County Sheriff serves as the Coroner, Sheriff, and County Public Administrator and is an elected position, then appointed by the Board of County Supervisors. The current Sheriff, Jeremy Briese, was sworn in as the Mariposa County Sheriff, Coroner, and Public Administrator in 2021. Sheriff Briese's vision for the Sheriff's Office is included in the 2021 Sheriff's Office Annual Report. Sheriff Briese articulates: "Safety, Transparency, Professionalism, Community; this is my vision and commitment to the residents and visitors of Mariposa County."[2] The Sheriff's Mission, Vision, and Values are listed below:

Mission Statement: To control, prevent and reduce crimes in our communities while being safe, transparent, and professional.

Value Statement: We respect and recognize the integrity and dignity of all individuals. We dedicate ourselves to the performance of our duty under the Constitution, God, and the public we serve.

Vision Statement: The vision of the Mariposa County Sheriff's Office is:

- To provide a quality service that ensures a safer environment for all residents and visitors, while recognizing, adapting, and responding to the changing needs of our community.
- To provide an atmosphere that fosters open communication, creativity, and productivity among all employees.
- To enhance our partnership with the community through involvement and accessibility and to promote healthy family and community values.

Organizational Structure

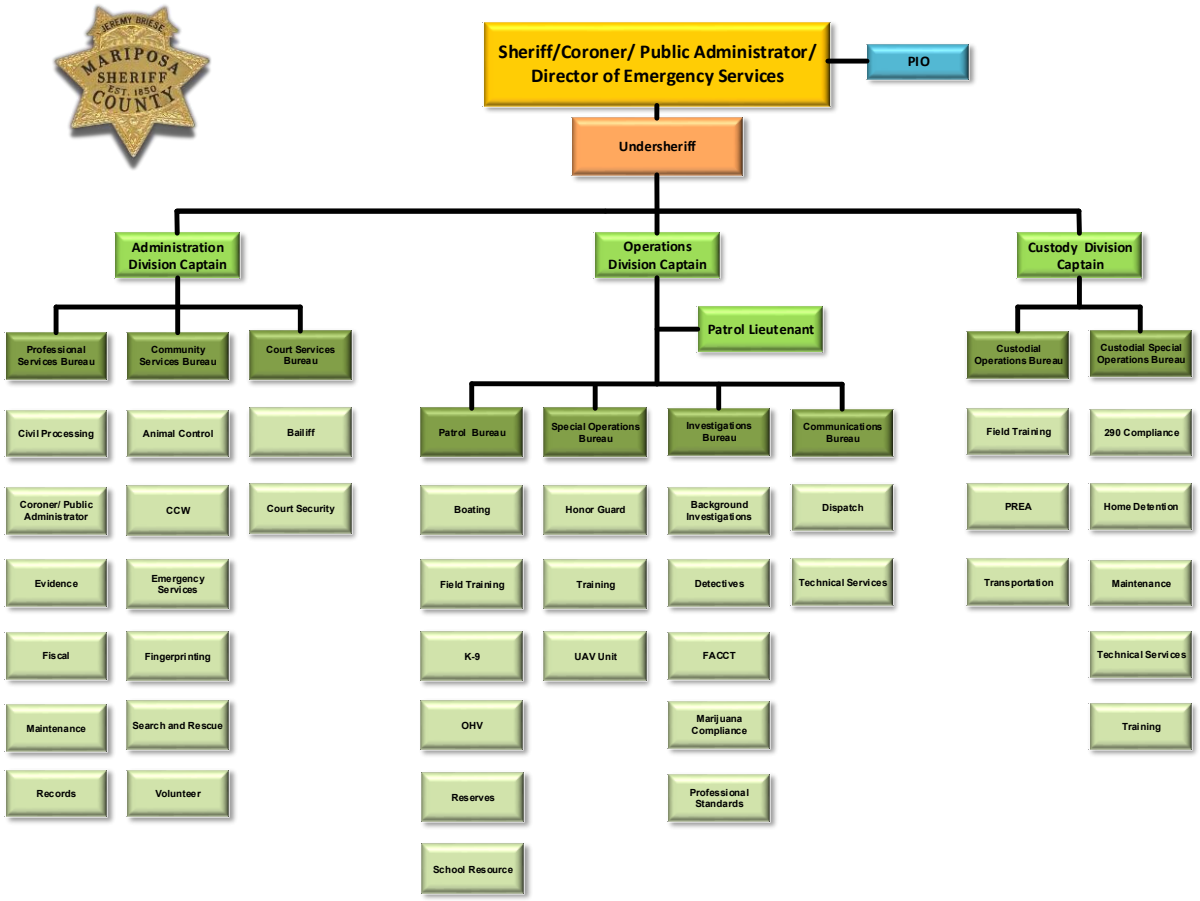
The Sheriff's Office staffing level for FY2023–2024 is 89 sworn and non-sworn personnel. The agency operates under a command hierarchy structure with the Sheriff as the agency executive and an Undersheriff assisting the Sheriff in managing the organization. The Operations, Custody, and Administration Divisions report to the Sheriff and are managed by Division Captains. Within the division structure are bureaus and units which are illustrated in greater detail in the following organizational chart graphic.

- The Operations Division is managed by a Captain, and functions within the Division include Communications, Special Operations, Patrol, and Investigations.

[2] Mariposa County Sheriff's Office Annual Report, 2021.

- The Custodial Division is managed by a Captain, and functions within the Division include Custodial Operations and Custodial Special Operations.
- The Administration Division is managed by Captain and functions within the Division include Professional Services, Court Services, and Community Services.

Figure 1: Mariposa County Sheriff's Office Organization Chart



Overview of Sheriff's Office Services

The core responsibilities of the Mariposa County Sheriff's Office include County Coroner, serving as the County's Public Administrator, County Courthouse security, County custodial facility management, law enforcement patrol, general emergency response, criminal investigations, management and staffing of the County's Office of Emergency Services (OES), 9-1-1 Dispatch, Honor Guard, Boating Safety Unit, Animal Control, K9 Unit, Property and Evidence, law enforcement records management, and civil process.

In addition to the core services, the Sheriff's Office is responsible for many other specialized public services and functions including School Police, Search and Rescue (SAR), the Marijuana Enforcement Team (MET), and managing volunteer programs including the Sheriff's Community-Oriented Policing Effort (SCOPE) and the Sheriff's Office Posse. Many of these functions are worked as collateral assignments and on overtime. This practice is overworking deputies, impacting availability for overtime in required assignments and creating task saturation and potential burnout. Until recently the Sheriff's Office also maintained a Special Response Team (SRT), commonly understood as a Special Weapons and Tactics (SWAT) team. It was wisely suspended given the current staffing and workload challenges due to the significant specialized and recurrent training needed to maintain a SWAT team.

Financial Overview

AP Triton intended to review historical revenues, expenditures, and other fiscal issues of the Mariposa County Sheriff's Office, along with evaluating the current costs of service. Additionally, a thorough review of the Sheriff's Office financial condition relies upon evaluation of budget decisions affecting staffing schemes, facility and vehicle investments, service levels, and program costs. Only by understanding the decisions regarding current levels of resource allocation and resultant service levels can the impacts of any proposed structure, system, and resource changes be measured.

AP Triton set out through research, interviews, data gathering, and analysis to understand the following as it relates to the Mariposa County Sheriff's Office:

- Overall operating budget, funding, fees, taxation, and financial resources
- Financial management
- Capital improvement programs and planning
- General practices, current state, and future issues related to budget, revenue, and expenditures

AP Triton requested detailed budget, personnel, and financial reports from the Sheriff's Office and when the Sheriff's Office was unable to provide the level of detail needed, AP Triton then requested the reports directly from the County Administrator's Office. The County's budget and financial functions reside within the County Administrator's Office, and it became clear that departments are challenged by the lack of adequate information to understand their budgets to the degree necessary to effectively manage their resources.

The County's budget is not structured in a way that provides a 'rolled up' budget that reflects all programs within the Sheriff's Office; instead, it is segmented into three different 'departments' within the Oracle system, with separate budgets displayed individually for the Sheriff's Office, Boating, and Custodial. There is substantial overlap, shared resources, and organizational nexus between these three 'departments' and it is an operational impediment for the Sheriff's Office to not be able to view the resources for all work units under one organizational umbrella. AP Triton provided an initial recommendation to the County Administrator's Office to restructure the budget to reflect a Sheriff's Office 'business area' that would include all Sheriff's Office functions, and was asked to explain the merits of such a system.

Additionally, AP Triton discovered that the Sheriff's Office is unable to manage and track the budgets broken out by operational program. The Oracle system was not configured to present program budgets, and therefore the Sheriff's Department, and likely other County departments, are unable to manage their resources, since they lack the necessary granularity of information from the County's financial system. The departments have created workarounds in that they maintained program budgeting in shadow systems using spreadsheets, which is a gross tool for what should instead be provided through automated, accurate, real-time reporting.

The inability of the Sheriff's Office to view their budget and spending at the program level has been a source of deep frustration, and the Sheriff's Office has repeatedly expressed the desired for visibility of budget details at the program level. AP Triton expressed to County Administration that this is a significant deficiency in the newly implemented software system, and one that should be relatively easy to remedy with the vendor.

County Administration has subsequently started working with the Sheriff's Office to develop budget structures in the Oracle system that will enable the departments to budget at the program level. When this is functional, the result will be tools that will enable department managers to understand their budget thresholds and limits and hold the respective managers accountable for spending within their allocation. Until that occurs, absent other tools being provided, expecting department managers to be accountable to opaque budgets is not reasonable.

The initiation of assessments of law enforcement agencies is often driven by a desire to identify whether the resources allocated to the communities' policing functions are sufficient and in line with industry standards and comparably law enforcement organizations. It is reasonable to want to know if a Sheriff's Office is funded appropriately. Unfortunately, in the field of law enforcement, there are no uniform standards regarding input measures; outcome metrics for individual Sheriff's Offices are the most useful for evaluating the sufficiency of funding, rather than looking for measures that hold relevancy across compared communities. There is significant variability in law enforcement agencies' funding streams, both in terms of magnitude and variation, the scope of services provided to the public, and the communities' characteristics. Each community has unique demands, drivers, and expectations of their law enforcement services.

According to the U.S. Census Bureau, there are 19,354 'incorporated places' and just under 18,000 police agencies in the United States of America, including municipal police departments, county Sheriff's Offices, state police, and federal law enforcement agencies. However, there are no established and/or uniformly accepted national law enforcement standards for services offered, ratio of officers per citizen population, or percentage/increment of the unit of governmental budget allocated to police services. Generally, the dimensions of policing that enable comparator metrics and can be framed into best practices or industry standards include response times to priority calls for services, spans of control for supervisors, and caseload and case closure rates.

Illustrating the variance in percentage of a County's budget dedicated to police services are Springfield, Mo., which spends roughly 50.7% of their County budget on police, and Rochester, N.Y., which spends 6.5% of their budget on police (per the *Annual Survey of State and Local Government Finances*, U.S. Census Bureau, 2017). The percentages don't provide insight into whether these Sheriff's Office are right-sized, overfunded, or underfunded per their communities' expectations. Using a per-capita expense examination from the same data source renders the picture no clearer. Cleveland, Ohio, allocates approximately $772 on police services per resident and West Valley, Utah, allocates $207 on police services per resident. The most critical question relative to budget sufficiency is whether the community receives the services they expect relative to the local tradeoff in expenditures on other desired services. West Valley, Utah, has a lower overall crime rate but a higher violent crime rate per capita than Cleveland, Ohio, but has narrower police services and a very different services demographics.

Metrics that are useful to determine the sufficiency of resource allocation to policing agencies are those which reflect service outcomes in relation to established service level targets. These metrics include response times, case closure rates, community satisfaction with interactions and services, and proactive community policing. Having the 'north star' of established service targets enables organizational leadership to determine the proper resources needed to meet the targets.

Recommendation:
Mariposa County should establish a number of 'north star' service metrics and targets for MCSO to evaluate whether the Sheriff's Office is performing at the desired service level and is sufficiently resourced. This could be accomplished during a focused strategic planning effort or by engaging an SME consulting firm to develop the performance standards.

Mariposa County is an agency of the Commonwealth of California and is governed by the Mariposa County Board of Supervisors. The County provides various governmental services including public protection. MCSO is a department of the County and is budgeted for and funded within the County's General Fund. The Sheriff's Office is primarily budgeted within the County's governmental funds, specifically the General Fund, with a small amount of revenue deposited into the Sheriff's Asset Forfeiture special revenue fund.

The financial overview of the Mariposa County Sheriff's Office is predicated on a review of the County's financial structures and practices since the Sheriff's Office, like all County departments, does not unilaterally control or manage its budget and positions. The responsibility of financial stewardship and management for the County resides with the County Administrative Officer, who receives direction and authority from the Board of Superintendents. Therefore, for the purposes of the AP Triton assessment of MCSO's financial condition and issues, we have necessarily focused not only on the Sheriff's Office but also the County Administration, which determines allocation of County resources and ensures the financial health of the larger enterprise.

Funding Streams

The County General Fund is the primary operating fund of the County and is a type of governmental fund generally used to account for tax-supported activities. The Sheriff's Office receives the largest share of general-purpose revenue (35%), with the next largest share allocated to Public Works (15%).

General-purpose revenues are local, State, and federal funds used to finance local programs and the local share of the costs of State and federal programs. The larger specific sources are transient occupancy taxes (Measure M), sales tax proceeds, property taxes, property tax in lieu of vehicle license fee (VLF) funds, and federal in-lieu funds.

While these revenues are considered discretionary, their actual use is limited because the State and federal governments have included match and maintenance-of-effort requirements in their programs. The Board of Supervisors must dedicate general purpose revenues to meet these requirements before they can spend for most truly discretionary local programs.

Measure M Transient Occupancy Tax (TOT) 2% funds are general funds intended primarily for fire preparedness and response, road improvements, and public safety. These funds are tracked to ensure that their use aligns with those intentions, as promised to the community when Measure M was passed. The TOT is a tax imposed on lodging stays of less than 30 days at a rate of 12% of the lodging rate. The TOT also includes the collection of 1.5% dedicated to Tourism Business Improvement District (TBID) assessment activities.

An ongoing resource of support for the Sheriff's Office is the Rural Counties Crime Prevention (RCCP) grant. The RCCP Grant, originally allocated in 2001 by California Assembly Bill 443 (Sheriff Realignment), provides $500,000 annually to the Mariposa County Sheriff's Office, in addition to other defined rural Sheriff's Office in the State, and stipulates that the "provides specified funding for local law enforcement through the Local Public Safety Fund and local supplemental law enforcement services funds. The funding is allocated annually from the State of California General Fund to specified rural and small county sheriffs' departments to enhance law enforcement efforts in those counties." This grant is not competitive and is awarded annually for general purposes.

In the past the RCCP funding has been utilized by MCSO for critical initiatives and programs, but currently the funding is being budgeted to backfill funding for core functions due to the General Fund shortfalls occurring in FY2023–2024. County Administration has limited capacity and bandwidth to pursue competitive grants since grant coordination is in its infancy. If the County were to increase these efforts, there would likely be a significant return on investment in grant funding awarded to the County and to the Sheriff's Office specifically.

Recommendation:
The County should explore the options of contracting for grant writing and soliciting services or hire a dedicated position. The County should determine if the need is for a full- or part-time position. In many cases, grants allow for the Grant Administrator costs to be partially or fully paid by the grant, so the costs of the position and/or services may be fully reimbursable.

AP Triton anticipated that a body of financial information would be made available when conducting the financial analysis of MCSO, but due to the lack of detailed financial reporting, the analysis has been conducted based on dated and incomplete financial data. Specifically, the AP Triton Project Team has been anticipating the completion of the FY2021–2022 Mariposa County Annual Financial Report since July 2023. However, at present the Mariposa County Annual Financial Report for FY2021–2022 is unavailable and FY2022–2023 is not yet reconciled. Therefore, as referenced, the historical analysis performed is based on financial data available through June 30, 2021.

Current Financial Condition

AP Triton was contracted by the Mariposa County Sheriff's Office to conduct and provide expert analyses of MCSO's financial sufficiency and the capacity to perform mandated functions and obligations to the communities it serves. Assessing an organization's financial condition requires adequate financial and staffing data to review and interpret, and ultimately make recommendations for changes and/or improvements. AP Triton was tasked with providing a review of MCSO's historical revenues, expenditures, and other fiscal issues, along with evaluating the current costs of service.

Ideally, this would allow for the measurement of the effect of any proposed system change. However, during the data collection phase of the project, it became apparent that the County's budgeting practices impede obtaining the data needed to provide a detailed review of the financial status of MCSO due to lack of specificity in financial details. Efforts to evaluate the Sheriff's Office's financial condition and budget sufficiency have been hampered by two primary factors: the lack of budget detail provided by the reporting available from the Oracle system and the delayed 2022 Annual Financial Report, which provides certified, audited County financial data.

AP Triton was unable to conclusively discern the financial condition of the Mariposa County Sheriff's Office due to incomplete data. The County recently implemented a new enterprise resource planning (ERP) system, contracting with Oracle software, a commonly used financial software solution. It appears that the implementation is still in the stabilization phase and additional future modifications and configuration of the system are planned. Unlike the former financial system used at the County, which was by all accounts antiquated and inadequate, the new ERP system has the ability to provide budget tracking that enables MCSO to establish and manage their finances at the programmatic level.

As stated elsewhere in this report, program budgeting provides the visibility essential to manage and track resources and expenditures and to maintain fiscal stewardship of public resources. Limited budget and expenditure information, as well as the lack of policies and controls, creates challenges for departments to make sound operational and programmatic decisions. A collaborative and transparent budget process with departments and County Administration will allow for a shared understanding of the decision-making regarding available resources. Lack of detail makes it difficult for the Sheriff's Office to manage and plan for future funding, potential for growth, and facility/asset replacement.

AP Triton discovered financial challenges to County departments regarding the budget process. The budget process for the County is opaque in that departments are not provided formal budget targets or initial guidelines from County Administration (dollar thresholds/targets, strategic cuts, adds). Instead, the departments build their proposed budgets in relative isolation and County Administration then considers the proposals and crafts the County's budget. It is only then that departments are made aware of their future financial conditions. This is done without an established formal process and, at least for the FY2023–2024 budget development process, with little communication with departments during development. When AP Triton asked how the forecast was determined for the upcoming budget year— information that is critical for budget development—County Administration stated they didn't perform economic analysis or forecasting but made some assumptions and inflated the current year budget by some estimates. The budget holes discovered mid-year in FY2023–2024 could have been averted by integrating expert forecasting and analysis in the budget development process.

FY2023–2024 Mid-Year Budget Reductions

In January 2024, AP Triton became aware of the mid-fiscal-year financial crisis for the County in which the FY2023–2024 beginning fund balance was overstated by nearly $5 million. With current identification of the error through a balancing adjustment evaluation, the County departments are required to undergo mid-year cuts to meet an estimated $6.6 million gap.

The errors were due to multiple causal factors that included double budgeting of reserve funds, optimistic assumptions regarding uncertain resources such as reimbursements related to emergency events, and overstating Transient Occupancy Tax funds.

An error of this magnitude in beginning fund balance is indicative of several inadequacies or failures within the County's financial structure that AP Triton observed in the course of our assessment work. These include limited internal financial and auditing staff, absence of professional financial forecasting and economic modeling, and a financial system that has not yet been configured to provide the detailed reporting tools necessary for fiscal accountability and oversight.

To address the significant current year funding gap of more than $6 million, the County is taking the short-term actions of freezing positions and using the salary savings, utilizing debt financing strategies for capital projects, repurposing grant funds, and exhausting set-aside funds including the reserve for the new Sheriff's Office Headquarter Building. However, these actions only address roughly half of the shortfall, and the County is looking to the departments, including the Sheriff's Office, to find $3 million in additional cuts or develop new revenue streams, equating to roughly a 4–5% budget cut for most departments. The impacts specifically to MCSO include cutting $1.2 million in earmarked funding for the Sheriff's Office Headquarters Replacement Capital Project to close the mid-year budget shortfall, and the revenue increases/expenditure reductions will cause the following impacts:

- MCSO mid-year service reductions will be added to reductions that exist in the FY2023–2024 adopted budget.
- Underfunded programs in the FY2023–2024 adopted budget, such as jail medical, will remain insufficient, with additional internal cuts required.
- Rural Crime Prevention Program funding will be drawn down to support core operations such as inmate food.
- Overtime/personnel costs will be reduced, with an impact of one hour before shift changes and no response to calls that are not serious (of felony nature).
- Five Deputy vacancies will remain vacant to utilize the salary savings to fill the budget gap. Not hiring into positions will result in the reduction in services provided by MCSO.

Some of the variables that necessitate new and enhanced financial controls include the inability of the County Administration to provide AP Triton team with timely and transparent financial information, the inability of departments to access reports and records to understand their financial conditions, and the financial errors and oversights in the FY2023–2024 budget.

Internal Controls

Mariposa County would benefit from establishing internal controls specifically as they relate to financial transactions and allocation of County resources. Internal controls are a process—effected by those charged with governance and management and by other personnel—designed to provide reasonable assurance regarding the achievement of objectives related to operations, reporting, and compliance. Specific to Mariposa County, AP Triton focused in on the need for financial internal controls.

Internal controls are designed to prevent errors, irregularities, and targets for improprieties, with the basic premise that there should be a segregation of duties such that a single individual should not control the entire lifecycle of a transaction or process and that processes should be periodically audited. Some of the primary reasons for operating under financial controls include:

- Helping to align the objectives of the government
- Safeguarding assets
- Preventing, deterring, and detecting fraud and/or errors
- Encouraging good management
- Allowing actions to be taken against undesirable performance
- Reducing exposure to the risk
- Ensuring accurate financial reporting

Internal controls should be established for review and reconciliation of all financial processes, including accounts receivable, accounts payable, payroll, contracting, budgeting, and forecasting. This is particularly needed for the County processes that are solely managed by a single individual, to avert the potential for errors, malfeasance, or impropriety. In the event that errors are identified, the County should implement and exercise corrective controls.

The corrective controls include the following steps: 1) identifying the root cause(s), 2) taking corrective actions including implementing corrective action plans and preventative controls, and 3) implementing changes and monitoring continuously. Internal controls can only be successful if there is robust documentation through current and updated written policies and procedures.

Additionally, internal controls can only be effective if they are monitored and enforced, and to do this, there need to be individual(s) designated to perform monitoring, the evaluation of controls on a timely basis, and established and enforced consequences for deviation from policies.

Financial Policies

In conducting the financial analyses of the Sheriff's Office, it became apparent that the County would benefit from expanding and strengthening their foundational financial policies necessary to guide day-to-day fiscal operations and resource management. Particularly after the mid-fiscal year 2023–24 budget shortfall was identified and it was discovered that County Administration had not been following the County's established financial policies, it is of equal importance to stress adherence to established policies. AP Triton is recommending the implementation of formal financial policies, monitoring, review and revision on an established schedule, and strict adherence to those policies. The Government Finance Officers Association (GFOA) is the standard-bearer for financial policy and practices and recommends that governments formally adopt financial policies. Financial policies are central to a strategic, long-term approach to financial management and serve to:

1. Institutionalize good financial management practices. Formal policies usually outlive their creators, and, thus, promote stability and continuity. They also prevent the need to reinvent responses to recurring issues.
2. Clarify and crystallize strategic intent for financial management. Financial policies define a shared understanding of how the organization will develop its financial practices and manage its resources to provide the best value to the community.
3. Define boundaries. Financial policies define limits on the actions that staff may take. The policy framework provides the boundaries within which staff can innovate in order to realize the organization's strategic intent.
4. Support good bond ratings and thereby reduce the cost of borrowing.
5. Promote long-term and strategic thinking. The strategic intent articulated by many financial policies necessarily demands a long-term perspective from the organization.
6. Manage risks to financial condition. A key component of governance accountability is to not incur excessive risk in the pursuit of public goals. Financial policies identify important risks to financial condition.

7. Comply with established public management best practices. The Government Finance Officers Association (GFOA), through its officially adopted Best Practices endorsement of National Advisory Council on State and Local Budgeting (NACSLB) budget practices and the GFOA Distinguished Budget Presentation Award Program, has recognized financial policies as an essential part of public financial management.

Basic Financial Policies

Fundamental governmental financial policies include the following, noting that not all of the policies are equally relevant to all governmental organizations:

- *General fund reserves*. Policies governing the amount of resources to be held in reserve and conditions under which reserves can be used.
- *Reserves in other funds.* Policies for other funds (especially enterprise funds) that serve a similar purpose to general fund reserve policies.
- *Grants.* Policies that deal with the administration and grants processes.
- *Debt.* Policies that govern the use of government debt, including permissible debt instruments, conditions under which debt may be used, allowable levels of debt, and compliance with continuing disclosure requirements.
- *Investment*. Policies that provide guidance on the investment of public funds, including permissible investment instruments, standards of care for invested funds, and the role of staff and professional advisors in the investment program.
- *Economic development*. Policies that address a local government's use of subsidies or other incentives to encourage private development.
- *Accounting and financial reporting*. Policies that establish and guide the use of an audit committee, endorse key accounting principles, and ensure that external audits are properly performed.
- *Risk management and internal controls.* Policies that address traditional views of risk management and internal control, as well as more modern concepts of "enterprise risk management."
- *Procurement.* Policies that are most essential for adoption by the governing board in order to encourage efficient, effective, and fair public procurement.
- *Long-term financial planning*. A policy that commits the organization to taking a long-term approach to financial health.

- *Structurally balanced budget*. Policies that offer a distinction between satisfying the statutory definition and achieving a truly structurally balanced budget.
- *Capital*. Policies that cover the lifecycle of capital assets, including capital improvement planning, capital budgeting, project management, and asset maintenance.
- *Revenues*. Policy guidance through the designing of efficient and effective revenue systems that guarantee the generation of adequate public resources to meet expenditure obligations.
- *Expenditures*. Policies addressing a range of issues regarding how the money is expended, including personnel, outsourcing, and funding long-term liabilities.
- *Operating budget*. Policies that describe essential features of the budget development process and form, as well as principles that guide budgetary decision-making.

In April of 2020, Mariposa County adopted a formal General Fund Reserve Policy (2020–205) along with a Budget and Financial Management Policy (2020–211). These policies are a good beginning toward the development of strategies necessary to guide the financial well-being of the County. It is important that the County continue to work on financial management policies, and to review and follow them.

For long-term financial planning, the potential size of the associated liability, and the overall impact on employee costs, a funding policy should also be developed for Other Postemployment Benefits (OPEB). The County's Postemployment Benefits (OPEB) Liability increased by nearly 20% in FY2020–21 over the prior year, as reflected in the last audited financial statement available. The County followed a "pay-as-you-go" system for OPEB during FY 2020–21, however during FY 2021–22 the County began contributing to a section 115 trust in an effort to prefund these benefits[3] after 20 years of service and are funded on a pay-as-you-go basis. As of June 30, 2021, the County's net OPEB liability was $76,621,530 and growing. OPEB benefit payments increased from $1,557,158 on June 30, 2018, to $2,176,558 on June 30, 2021, an increase of 40% in three years.

[3] Currently this contribution is approximately $500 per month, roughly 25-35% of total cost to the retiree.

Establishing Reserves

One way to address some of the financial volatility governments are increasingly experiencing—and Mariposa County is no exception—is to establish reserves. Reserves operate differently than 'fund balance' which is an accounting term that describes the difference between assets and liabilities. Reserves are a budget term that describe fungible resources outside of the budget for use if the resources appropriated within the budget are insufficient.[4]

Mariposa County should consider establishing reserve policies, and the scale of magnitude should be based on evaluation of exposure related to potential risk factors to the County's financial condition. Factors to consider include:

- Potential, possibility, and/or likelihood of simultaneous risk events (including natural disasters, pandemics, economic vulnerabilities)
- Frequency and likelihood of risks derived from experience/historical data (which may not reflect increasing risk factors such as climate change)
- Planning a margin of financial contingencies for "unknown unknowns" (risk coming phenomena which cannot be expected because there is no precedence)
- Size of organization, in that smaller organizations have greater financial vulnerability
- Dependency upon Transient Occupancy Tax (TOT) since it is a less stable funding stream
- Whether or not the budget has been built to have scalability and flexibility to accommodate unanticipated spending cuts

Based on a cursory evaluation of risk factors, Mariposa County has significant exposure to financial volatility due to dependency upon TOT revenues, the relatively small size of the unit of government/budget, an inflexible budget to weather cuts or new pressures, and increasing frequency of natural disasters and emergency events. It would be of great value to the County to solicit services from professional financial planners to assess the levels of financial risk the County carries and determine the level of reserves appropriate to manage to those risks.

[4] Government Finance Officers Association publication 'Should We Rethink Reserves: A Multimillion Dollar Question, 2023.

Recommendation:
AP Triton strongly recommends that the County engage with financial planning professionals to evaluate the County's financial condition, develop five-year and long-range financial plans, strengthen the County's financial reserves, and establish financial control measures and policies.

Mariposa County Revenue & Expenditure History

Using the available financial statements together with the Independent Auditor's Report for the years ended June 30, 2018, through June 30, 2021, the following figure provides the history of revenue generation for Mariposa County's General Fund. The audited FY2022 Annual Financial Report data is unavailable at the time of this study.

Figure 2: Mariposa County General Fund Revenues, FY2018–FY2022

Revenue	Actual FY2018	Actual FY2019	Actual FY2020	Actual FY2021	Actual FY2022
Taxes & Assessments	25,598,899	26,201,593	25,911,395	29,348,808	No Data Available
Licenses, Permits, Franchises	149,887	157,914	178,816	183,980	No Data Available
Fines & Forfeitures	58,182	49,318	41,686	31,850	No Data Available
Use of Money & Property	167,876	200,177	252,495	117,281	No Data Available
Intergovernmental	8,273,812	9,564,195	9,807,281	9,917,195	No Data Available
Charges for Service	1,666,741	2,630,805	3,201,805	3,710,297	No Data Available
Other Revenues	239,877	210,358	403,213	2,095,663	No Data Available
General Fund Revenues	**36,155,274**	**39,014,360**	**39,796,681**	**45,405,074**	
YOY Growth	**6.9%**	**7.9%**	**2.0%**	**14.1%**	

Figure 3: Mariposa County General Fund Expenditures, FY2018–FY2022[1]

Expenditures	Actual FY2018	Actual FY2019	Actual FY2020	Actual FY2021	Actual FY2022
General Government	9,910,132	10,357,261	11,780,614	10,740,476	No Data Available
Public Protection	20,485,281	22,177,439	21,213,963	21,388,378	No Data Available
Health & Welfare	7,706,180	8,057,450	8,959,633	8,042,235	No Data Available
Public Assistance	11,912,169	14,141,329	15,545,846	15,928,032	No Data Available
Education	828,095	886,248	919,413	762,547	No Data Available
Culture & Recreation	274,969	277,830	353,242	318,477	No Data Available
Public Ways & Facilities	969,706	1,307,838	1,401,192	1,341,042	No Data Available
Debt Service	0	0	0	0	No Data Available
Capital Outlay	249,157	1,005,876	171,461	1,029,506	No Data Available
General Fund Revenues	**52,335,689**	**58,211,271**	**60,345,364**	**59,550,693**	
YOY Growth	**54.8%**	**11.2%**	**3.7%**	**-1.3%**	

Figure 4: Government Funds Balance and General Fund Expenditures

Fund Balance	Actual FY2018	Actual FY2019	Actual FY2020	Actual FY2021	Actual FY2022
Non-spendable	377,967	278,855	313,924	217,190	No Data Available
Assigned	5,743,071	3,855,993	1,918,394	1,918,394	No Data Available
Unassigned	2,456,696	4,508,181	4,930,414	11,159,673	No Data Available
General Fund Balance	**8,577,734**	**8,643,029**	**7,162,732**	**13,295,257**	No Data Available
Total Expenditures	52,335,689	58,211,271	60,345,364	59,550,693	No Data Available
Unassigned Balance to Total Expenditures	**4.7%**	**7.7%**	**8.2%**	**18.7%**	No Data Available

Capital Facilities & Sheriff's Office Vehicles

Law enforcement service vehicles and capital facilities are indispensable elements in the operational framework of any law enforcement agency, particularly for a rural community such as that serviced by the Mariposa County Sheriff's Office. These resources play a pivotal role in ensuring a Sheriff Office's ability to function effectively and serve its community efficiently. From enhancing response times to providing a visible presence, the significance of Sheriff's Office vehicles and capital facilities cannot be overstated.

First, Sheriff's Office vehicles are essential for maintaining public safety and order. They serve as the primary means of transportation for both deputies and professional staff, enabling prompt response to emergencies, calls for service, and critical incidents. Rapid response times can mean the difference between life and death in critical situations, highlighting the critical role of police vehicles in ensuring public safety.

Moreover, Sheriff's Office vehicles are instrumental in conducting patrols and deterring criminal activity. The visibility of patrol cars, particularly in higher-crime areas can act as a deterrent, reducing the likelihood of criminal incidents. This proactive approach to policing helps create a sense of security and reassurance among residents, fostering community trust and cooperation.

Second, capital facilities, such as Sheriff's Office detention facilities, administrative offices, and headquarters, are crucial for the effective functioning of a Sheriff's Office. These facilities serve as command centers for law enforcement operations, housing essential resources including communication systems, evidence storage, and administrative offices, as well as serving as purpose-built facilities to meet required functions such as pre-trial detention, booking, and county-level incarceration. Without these specialized facilities, the Mariposa County Sheriff's Office's ability to coordinate responses, manage resources, and conduct investigations would be severely compromised.

Additionally, capital facilities provide a physical presence in the community, demonstrating a Sheriff's Office's commitment to serving and protecting its residents. Sheriff's facilities serve as accessible locations where community members can seek assistance, report crimes, and engage with personnel of the Sheriff's Office. This accessibility is vital for building strong relationships between a Sheriff's Office and the community it serves, which is essential for effective public safety.

Given the expansive areas of responsibility Sheriff's Offices must oversee—in the case of Mariposa County, over 1,400 square miles—Sheriffs' Offices would optimally have geographically dispersed offices from which deputies start their workdays. Ideally, these offices would be in relatively significant communities throughout the county to enhance accessibility. Although the Mariposa County Sheriff's Office does have multiple facilities, functionally they operate from a single campus in the Town of Mariposa. Looking at population density in Mariposa County, this decision is understandable but still impacts accessibility.

In conclusion, Sheriff's vehicles and facilities are indispensable assets for the Mariposa County Sheriff's Office to function properly and serve the community effectively. These assets enable officers and professional staff to respond swiftly to emergencies, patrol communities, and deter criminal activity. Lastly, these capital facilities provide the infrastructure necessary for coordinating operations, storing evidence, and engaging with the communities of the County.

In September of 2023, the AP Triton Project Team toured the Mariposa County Sheriff's Office facilities and spoke with staff regarding the functionality and adequacy of their fleet, administrative building, detention facility, administrative annex, animal control buildings, and other facilities.

This report generally finds that the present facilities of MCSO do not meet their present or future needs. The leadership of MCSO has drawn a similar conclusion and shared with the AP Triton Project Team in September of 2023 that County Administration had allocated funds to work toward developing a new Sheriff's Office headquarters facility. It should be noted that budget constraints and challenges (which are addressed further in the *Financial Overview* section of this report) compelled the Sheriff to use some of these funds to make necessary repairs to the jail to fill the facilities funding gap due to errors in financial forecasting at a County-wide level.

Given the importance of law enforcement and public safety facilities to meet both expectations and legal mandates, this continued underfunding and degradation of already overtaxed facilities will continue to hamper the operational effectiveness of MCSO, as well as create potential legal liabilities and risk.

This section of the report is not intended to be an all-encompassing facilities and fleet assessment, since such work goes beyond the scope of the staffing and organizational assessment report. This section is intended to examine the impacts that the current State facilities and vehicle fleet have on the operational capabilities of MCSO.

It is AP Triton's understanding that MCSO has conducted a separate study and report regarding their facilities. Given the narrow scope of the facilities assessment in this report, we would defer to a focused assessment study of MCSO facilities conducted by a reputable firm that is expert in the field of facilities assessments.

AP Triton asked the Mariposa County Sheriff's Office to rate the condition of its buildings using the criteria from the following rating scales.

Figure 5: Facility Rating Criteria

Excellent	Like-new condition. No visible structural defects. The facility is clean and well maintained. Interior layout is conducive to function, with no unnecessary impediments. No significant defect history. Building design and construction match the building's purposes. Age is typically less than 10 years.
Good	The exterior has a good appearance with minor or no defects. Clean lines, good workflow design, and only minor wear of the building interior. Roof and apparatus apron are in good working order, absent any significant full-thickness cracks or crumbling of apron surface or visible roof patches or leaks. Building design and construction match the building's purposes. Age is typically less than 20 years.
Fair	The building appears to be structurally sound, with a weathered appearance and minor to moderate non-structural defects. The interior condition shows normal wear and tear, but flows effectively to the apparatus bay and/or offices. Mechanical systems are in working order. Building design and construction may not match the building's purposes well. Shows increasing age-related maintenance, but with no critical defects. Age is typically 30 years or more.
Poor	The building appears to be cosmetically weathered and worn, with potential structural defects, although not imminently dangerous or unsafe. Large, multiple full-thickness cracks and/or crumbling of concrete on apron may exist. The roof has evidence of leaking and/or multiple repairs. The interior is poorly maintained and/or showing signs of advanced deterioration, with moderate to significant non-structural defects. Problematic age-related maintenance and/or major defects are evident. May not be well suited to its intended purpose. Age is typically greater than 40 years.

Mariposa County Sheriff's Office Headquarters

The following pages describe the features of each of the Mariposa Sheriff's Office's facilities.

Figure 6: MCSO Administrative Building (Part 1)

Address/Physical Location:	5099 Old Highway North, Mariposa, CA
	**General Description:** Office style building that was not purpose built for police work. Total daily patrol staffing is ten, with 8 administrative staff on weekdays.

Structure						
Date of Original Construction	1988					
Seismic Protection	Unknown					
Auxiliary Power	Generator					
General Condition	Fair					
ADA Compliant	No					
Total Square Footage	3,088 Square Feet					
Facilities Available						
Detention Cells	0	Pods	0	Dorms	0	Single/Max
Maximum Staffing Capability	15					
Incarcerated Person Capacity	0					
Resource Storage	None					
Dispatch	No					
Emergency Operations Center	No					
Boating Operations Storage	No					
SAR Operations Storage	No					
SWAT Resources Storage	No					
Food Storage	No					
Sleeping Quarters	No					
Evidence Storage	No					
Forensics Lab	No					
Report Writing Stations	Yes					
Exercise/Workout Facilities	No					
Kitchen Facilities	No					

Figure 7: MCSO Administrative Building (Part 2)

Individual Lockers Assigned	24 male/8 female					
Bathroom/Shower Facilities	Yes					
Training/Meeting Rooms	1 multi-purpose squad room					
Washer/Dryer/Extractor	No					
Interview Rooms	0	Custodial	0	"Soft"	0	Juvenile
	0	Recorded	0	Video	0	Monitored
Armory	No					
Police Records and Storage	No					
Safety & Security						
Station Sprinklered	No					
Smoke Detection	Yes					
Decon & Biological Disposal	No					
Security System	Yes					
Apparatus Exhaust System	No					

Other Areas within the Administrative Building

The Administrative Building serves as the functional headquarters of the Mariposa County Sheriff's Office. The offices of the Sheriff, Undersheriff, Administration Captain, Operations Captain, and Lieutenant are all located in this building. Additionally, it serves as the primary facility for staff meetings, deputies' deployment for daily duties, and report writing.

While the physical structure of the building appears sound, it was not purpose built for policing functions, limiting its utility. The office configurations, while functional, are far from ideal. There is not adequate space for the staff assigned to the building. Workspace for patrol Deputies and administrative staff is cramped, with limited capacity for storage and locker rooms. There are only two report-writing stations for deputies, a critical challenge given that all calls require a report to be written for disposition purposes.

As a result of this inadequate space, personnel that would normally be located within a headquarters-type facility are absent from this building. The Custody Division Captain does not have a transitory office space in the building, which has the effect of dislocating a key member of the command staff from other command staff members. Similarly, the Investigative staff members are located in a separate facility, as are the Emergency Management offices.

The physical security of the building is suboptimal. While there is controlled access from the lobby into the main portion of the building, other points of entry are a single doors that provide for potential "coattail access." While there are some cameras on the outside of the facility, it is unclear how well those cameras are monitored. It is best practice to have external cameras with viewscreens at the doors that lead from secure areas of law enforcement facilities, enabling deputies to check the immediate area outside before exiting.

The windows of the facility, particularly those leading to police personnel, did not appear to meet industry standards for security and privacy. Ensuring that windows are capable of ballistic protection and do not grant visibility to CJIS information or terminals should be a primary concern. Lastly, while stations, landscape features, and elevation mitigate potential vehicle intrusions into the building, the overall standoff distances are minor and could potentially create vulnerabilities to staff from malicious actors.

This list is far from exhaustive and captures only the highest-priority building deficiencies to address.

Figure 7: MCSO Dispatch/Evidence (Part 1)

Address/Physical Location:	4963 10th Street, Mariposa, CA 95338
	**General Description:** Older storage and dispatch facility; inadequate for current purpose.

Structure						
Date of Original Construction	1967					
Seismic Protection	No					
Auxiliary Power	Yes					
General Condition	Poor					
ADA Compliant	No					
Total Square Footage	7,078 square feet					
Facilities Available						
Detention Cells	0	Pods	0	Dorms	0	Single/Max
Maximum Staffing Capability	10–15					
Incarcerated Person Capacity	0					
Resource Storage	Yes					
Dispatch	Yes					
Emergency Operations Center	No					
Boating Operations Storage	No					
SAR Operations Storage	No					
SWAT Resources Storage	No					
Food Storage	No					
Sleeping Quarters	No					
Evidence Storage	Yes					
Forensics Lab	No					
Report-Writing Stations	No					
Exercise/Workout Facilities	No					
Kitchen Facilities	Sink/Refrigerator/Microwave					
Individual Lockers Assigned	No					
Bathroom/Shower Facilities	Bathroom; no showers					
Training/Meeting Rooms	No					
Washer/Dryer/Extractor	No					

Figure 8: MCSO Dispatch/Evidence (Part 2)

Interview Rooms	0	Custodial	0	"Soft"	0	Juvenile
	0	Recorded	0	Video	0	Monitored
Armory	Yes					
Police Records and Storage	Yes					
Safety & Security						
Station Sprinklered	No					
Smoke Detection	Yes					
Decon & Biological Disposal	No					
Security System	No					
Apparatus Exhaust System	No					

Total daily staffing is seven to nine personnel: one dispatcher each on three shifts per day, 24 hours daily, seven days a week; and six office personnel on weekdays.

Other Areas of Note within the Dispatch & Evidence Building

This building, like the Administrative Building, was not purpose built for its function, and therefore has been modified to fit the current uses. Nonetheless, it is woefully inadequate for the functions performed there, both in terms of size and layout. The building may be able to be redesigned to meet the property and evidence storage needs or the dispatch center needs of MCSO, if it is dedicated to performing one of these functions solely.

Evidence, while allowing for chain-of-custody documentation, is not up to industry standard and needs substantial upgrades. This is an area where AP Triton noted significant legal exposure for the County. The evidence storage is capable of meeting general needs—provided that property or evidence is not related to complex cases and does not require protracted storage—but current space is limited and could easily be insufficient if a significant amount of property or evidence was assumed.

Functionally, the property/evidence storage space is comprised of older detention cells, far from the industry standard or functional ideal. There is material loss in work efficiency from such an ad hoc system and while MCSO has made this arrangement work, it is a priority for the County to address.

The Dispatch space is insufficient in capabilities and capacity for the work performed. It is located in a central area of the building, making it an austere, windowless workspace with the opportunity for frequent work disruptions. It does not have either adequate space or the connections for specialized equipment that a modern call-taking and dispatch center should have. From a design and workflow aspect, it appears to be added on as an afterthought that compounds the difficult work conditions of an understaffed dispatch function.

This building also houses keys components of the Sheriff's Office informational technology infrastructure. The space used for this purpose is overly cluttered, not well ventilated, and has ceilings that appear to have water damage from previous leaks.

The building serves as a storage area for other critical Sheriff's Office items, such as the Armory. The storage spaces are not adequate, have little to no organization design and, because of the central storage of critical items, create an organizational vulnerability and single point of failure if the building is ever compromised (sensitive items such as firearms and ammunition would be compromised if the building suffered a fire). Having a single ammunition storage area, for this reason, is not industry best practice. The storage arrangements in these spaces are insufficient and MCSO has undergone remodeling to merge two storage spaces to improve armory and magazine (the location of all ammunition) storage and capacity.

Figure 9: Reconfigured Armory/Property Evidence Intake/Dispatch Area

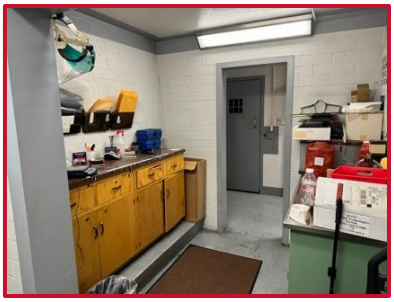
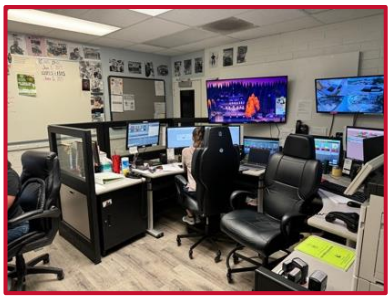




Figure 10: Property/Evidence Drop-Off Lockers & Ammunition Magazine Following Updates

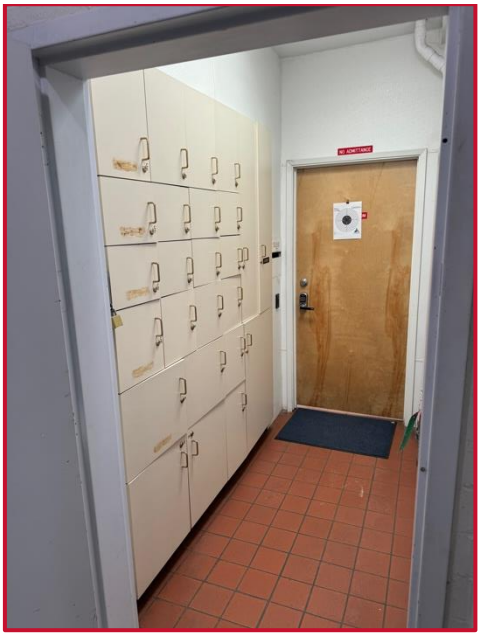




Figure 11: MCSO OES/Detective Office (Part 1)

Address/Physical Location:	5080/5082 Bullion Street, Mariposa, CA 95338



General Description:
Converted office/storefront space; not purpose built for function.

Structure						
Date of Original Construction	Unknown (Most likely 1970s)					
Seismic Protection	No					
Auxiliary Power	Yes					
General Condition	Good					
ADA Compliant	No					
Total Square Footage	2,080 square feet					
Facilities Available						
Detention Cells	0	Pods	0	Dorms	0	Single/Max
Maximum Staffing Capability	8–12					
Incarcerated Person Capacity	0					
Resource Storage	Minimal					
Dispatch	No					
Emergency Operations Center	Yes					
Boating Operations Storage	No					
SAR Operations Storage	No					
SWAT Resources Storage	No					
Food Storage	No					
Sleeping Quarters	No					
Evidence Storage	No					
Forensics Lab	No					
Report-Writing Stations	N/A					
Exercise/Workout Facilities	No					
Kitchen Facilities	Refrigerator/Sink/Microwave					
Individual Lockers Assigned	No					
Bathroom/Shower Facilities	4 individual bathrooms; no showers					
Training/Meeting Rooms	Yes					
Washer/Dryer/Extractor	No					

Figure 12: MCSO OES/Detective Office (Part 2)

Interview Rooms	0	Custodial	0	"Soft"	0	Juvenile
	0	Recorded	0	Video	0	Monitored
Armory	No					
Police Records and Storage	No					
Safety & Security						
Station Sprinklered	No					
Smoke Detection	Yes					
Decon & Biological Disposal	No					
Security System	No					
Apparatus Exhaust System	No					

Other Areas of Note within OES & Detective Office

This building was not purpose built for its functions, is not ADA compliant, and is leased. The Detective Office houses all dedicated investigators of MCSO. Additionally, given the sensitive nature of investigative files, physical security of information may be an issue. It is best practice to have these files secured appropriately within a law enforcement facility.

The Office of Emergency Services area is essentially an open space with little infrastructure to help facilitate NIMS/ICS roles during a critical incident. While it is an open space, it is not sufficiently sized to accommodate the required personnel for an effective incident command post, especially if a unified command approach is taken (as is common for wildfires and other natural-disaster events).

Figure 13: Mariposa County Sheriff's Animal Control (Part 1)

Address/Physical Location:	5012 Fairgrounds Road, Mariposa, CA 95338
	**General Description:**

Structure						
Date of Original Construction	Unknown (Probably 1980s)					
Seismic Protection	No					
Auxiliary Power	No					
General Condition	Fair					
ADA Compliant	No					
Total Square Footage	1,500 square feet					
Facilities Available						
Detention Cells	0	Pods	0	Dorms	0	Single/Max
Maximum Staffing Capability	4					
Incarcerated Person Capacity	0					
Resource Storage	Yes					
Dispatch	No					
Emergency Operations Center	No					
Boating Operations Storage	No					
SAR Operations Storage	No					
SWAT Resources Storage	No					
Food Storage	No					
Sleeping Quarters	No					
Evidence Storage	No					
Forensics Lab	No					
Report-Writing Stations	4 desk stations					
Exercise/Workout Facilities	No					
Kitchen Facilities	No					
Individual Lockers Assigned	No					
Bathroom/Shower Facilities	1 bathroom, no shower					
Training/Meeting Rooms	No					
Washer/Dryer/Extractor	Yes					

Figure 14: Mariposa County Sheriff's Animal Control (Part 2)

Interview Rooms	0	Custodial	0	"Soft"	0	Juvenile
	0	Recorded	0	Video	0	Monitored
Armory	No					
Police Records and Storage	No					
Safety & Security						
Station Sprinklered						
Smoke Detection	No					
Decon & Biological Disposal	No					
Security System	No					
Apparatus Exhaust System	No					

Other Areas of Note within Animal Control

As with other buildings utilized by MCSO, this building was not purpose built for its function and is leased. It is a large warehouse-style building that has been configured for holding smaller domestic animals. It has no significant ability to hold livestock, despite Mariposa County's agrarian and ranching industries.

One section of the building has been sectioned off to serve as an office and reception/contact area for members of the public coming to the facility. The office space is limited in functionality.

Figure 15: Mariposa County Sheriff's Jail (Part 1)

Address/Physical Location:	5379 CA-49, Mariposa, CA
	**General Description:** One interview room with intercom only. Blocks A, B, E are dorms with 12/12/6 capacities. Blocks C, D, and F are two-person lockable cells with 16/8/4 capacities. Blocks A and B have integrated, enclosed recreation yards and all others share a separate yard on rotation. No single cells suitable for housing. One safety cell/two sobering cells/ two holding cells.

Structure						
Date of Original Construction	1994					
Seismic Protection	Unknown					
Auxiliary Power	Diesel Generator					
General Condition	Fair					
ADA Compliant	Yes					
Total Square Footage	340,000					
Facilities Available						
Detention Cells	6	Pods (total)	2	Dorms	14	Single/Max
Maximum Staffing Capability	Current allocations of 17 line staff and four Sergeants. Ideally, a routine shift would consist of one Sergeant and five line staff on every shift.					
Incarcerated Person Capacity	58					
Resource Storage	Limited, 40' shipping container recently added.					
Dispatch	N/A					
Emergency Operations Center	N/A					
Boating Operations Storage	N/A					
SAR Operations Storage	N/A					
SWAT Resources Storage	N/A					
Food Storage	Yes; small closet and refrigerators in kitchen area. No staff meals currently.					
Sleeping Quarters	None					
Evidence Storage	None					
Forensics Lab	None					
Report-Writing Stations	None dedicated; only multi-use stations in control room, plus small Sergeant office with three workstations.					
Exercise/Workout Facilities	None					
Kitchen Facilities	Yes; kitchen for preparing meals for population.					
Individual Lockers Assigned	Yes; 22 small lockers per gender (staff assigned two lockers each for adequate storage).					

Figure 16: Mariposa County Sheriff's Jail (Part 2)

Bathroom/Shower Facilities	1 toilet/1shower in each locker room					
Training/Meeting Rooms	Small room outside locker rooms (currently occupied by jail clinician due to lack of office space).					
Washer/Dryer/Extractor	Yes					
Interview Rooms	1	Custodial	0	"Soft"	0	Juvenile
	0	Recorded	0	Video	1	Monitored
Armory	Closet that stores guns/ammo					
Police Records and Storage	Internal jail-related document storage (mostly digital)					
Safety & Security						
Station Sprinklered	Yes					
Smoke Detection	Yes					
Decon & Biological Disposal	No					
Security System	Cameras only					
Apparatus Exhaust System	Yes, in kitchen area					

Other Areas of Note within the Jail Facility

The jail facility is the only purpose-built facility for its function in the Sheriff's Office inventory. Although built to serve as a jail, it has been in service for 30 years and State legislation has changed the population that qualifies to be incarcerated at the jail, functionally transferring some people that would previously have been incarcerated at the Department of Corrections prison into a long-term jail population being housed at the Mariposa County facility. This change, along with increasing mental health and drug-affected issues among arrested populations in the United States, has made the design of this facility inadequate to meet its full requirements.

The jail serves as a booking facility, pre-arraignment detention facility, pre-trial detention facility, and location for incarcerated persons to serve their sentences. These mixed populations often require very different handling and approaches. The intake (booking) area of the facility has a single cell for detainees with behavioral issues and a single holding cell for sobering of intoxicated persons (from all substances).

The housing area is split into dormitory-style pods clustered around a central control station that serves as the workspace for Deputies during their shift. These dormitory-style pods create challenges for populations with various needs. There is limited space for rehabilitative program offerings, with only a single day library and meeting area.

There is no dedicated office space for behavioral health personnel that are required for some of the incarcerated personnel, nor space to conduct sessions with incarcerated clients. The behavioral health staff on loan from the Department of Health and Human Services has a temporary office space in the employee break room.

The jail serves as the work location and office space for assigned Deputies, in addition to its custodial functions. Office and locker room space for assigned Deputies and supervisors is limited and crowded.

The jail, serving as a booking facility for all physical custodies, a pre-arraignment detention facility, a pre-trial detention facility, a misdemeanor incarceration facility, and—because of legislation—a detention facility for persons serving protracted sentences, is strained to the limits of its functional capacity and needs updating, expansion, and potential redesign.

Figure 17: (Clockwise from Upper Left) Main Control Room; Main Control Room Exterior; Booking Holding Cell; Booking Inmate Property



Figure 18: (Left to Right) Booking Print Area; Booking Safety Cell; Booking Intake

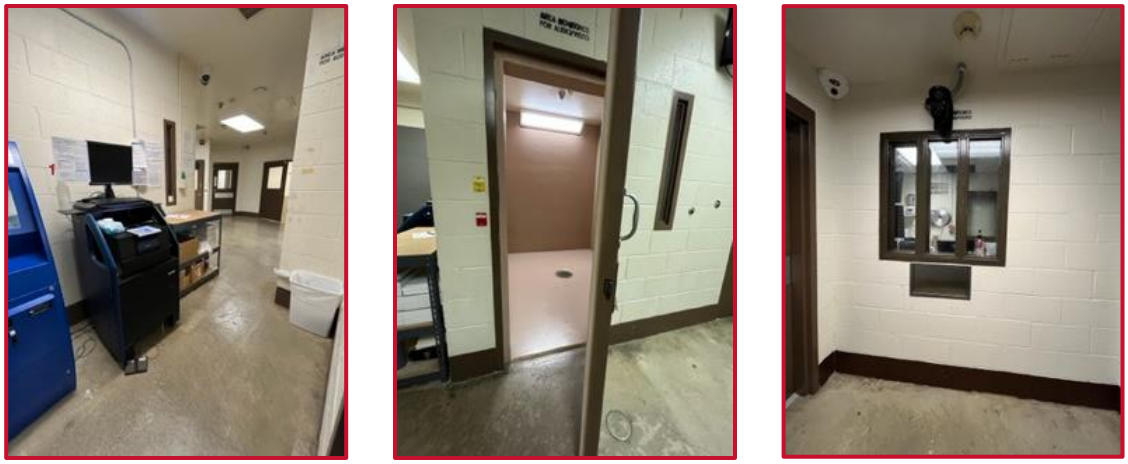


Figure 19: (Clockwise from Upper Left) Maximum Security Pod; Jail Medical Office; Sergeant's Office; Men's Locker Room

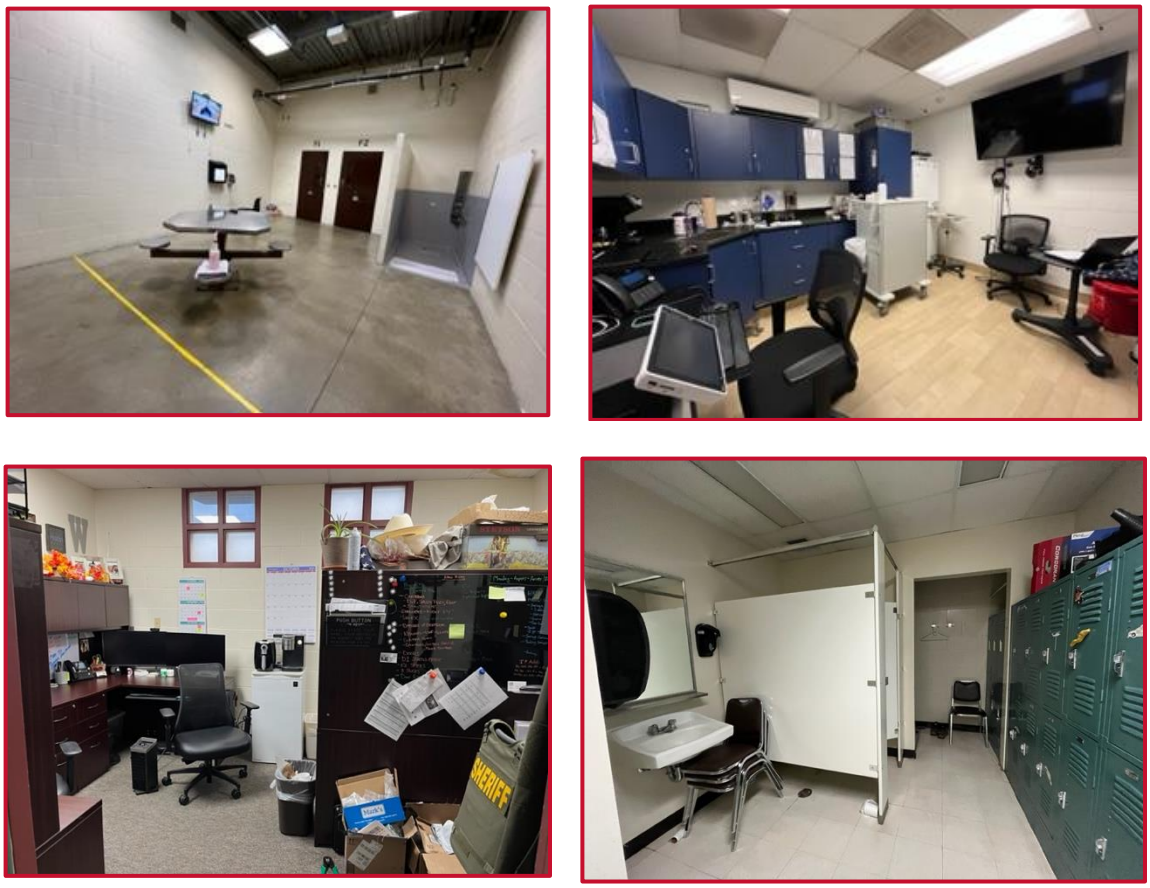


Figure 20: MCSO Station 2 (Part 1)

Address/Physical Location:	9751 Merced Falls Road, La Grange, CA 95329



General Description:
Garage for boat storage and attached office. Three boats stored here. Staffing is1–2 boating deputies per day (seasonal).

Structure						
Date of Original Construction	Unknown; likely 1980s					
Seismic Protection	No					
Auxiliary Power	No					
General Condition	Fair					
ADA Compliant	No					
Total Square Footage	2,000 square feet					
Facilities Available						
Detention Cells	0	Pods	0	Dorms	0	Single/Max
Maximum Staffing Capability	4					
Incarcerated Person Capacity	0					
Resource Storage	Yes					
Dispatch	No					
Emergency Operations Center	No					
Boating Operations Storage	Yes					
SAR Operations Storage	No					
SWAT Resources Storage	No					
Food Storage	No					
Sleeping Quarters	No					
Evidence Storage	No					
Forensics Lab	No					
Report-Writing Stations	4 desk stations					
Exercise/Workout Facilities	No					
Kitchen Facilities	No					
Individual Lockers Assigned	No					
Bathroom/Shower Facilities	Yes; toilet and sink only					
Training/Meeting Rooms	No					
Washer/Dryer/Extractor	No					

Figure 21: MCSO Station 2 (Part 2)

Interview Rooms	0	Custodial	0	"Soft"	0	Juvenile
	0	Recorded	0	Video	0	Monitored
Armory	No					
Police Records and Storage	Yes; two filing cabinets					
Safety & Security						
Station Sprinklered	No					
Smoke Detection	No					
Decon & Biological Disposal	No					
Security System	No					
Apparatus Exhaust System	No					

Other Areas of Note within Station 2

This building was not purpose built for its function. It is large warehouse-style building that has been reconfigured for office space and storage. It serves to hold critical items (Marine Patrol equipment) and as a contact office for the northwestern portion of the County, located about an hour away from the town of Mariposa.

Figure 22: MCSO Station 1 (Part 1)

Address/Physical Location:	10549 Fiske Road, Coulterville, CA 95311



General Description:
Deputies occasionally use the office space. SCOPE volunteers are based out of Station 1.

Structure						
Date of Original Construction	Unknown; likely 1980s					
Seismic Protection	No					
Auxiliary Power	No					
General Condition	Fair					
ADA Compliant	No					
Total Square Footage	2,000 square feet					
Facilities Available						
Detention Cells	0	Pods	0	Dorms	0	Single/Max
Maximum Staffing Capability	4–8					
Incarcerated Person Capacity	0					
Resource Storage	Yes					
Dispatch	No					
Emergency Operations Center	No					
Boating Operations Storage	No					
SAR Operations Storage	Garage space available					
SWAT Resources Storage	No					
Food Storage	No					
Sleeping Quarters	No					
Evidence Storage	No					
Forensics Lab	No					
Report-Writing Stations	Yes; two offices with 2–3 desks each					
Exercise/Workout Facilities	No					
Kitchen Facilities	No					
Individual Lockers Assigned	No					
Bathroom/Shower Facilities	Yes; toilet, sink, and shower					
Training/Meeting Rooms	No					
Washer/Dryer/Extractor	No					

Figure 23: MCSO Station 1 (Part 2)

Interview Rooms	0	Custodial	0	"Soft"	0	Juvenile
	0	Recorded	0	Video	0	Monitored
Armory	No					
Police Records and Storage	Yes; filing cabinets and wall mounted cabinets					
Safety & Security						
Station Sprinklered	No					
Smoke Detection	No					
Decon & Biological Disposal	No					
Security System	No					
Apparatus Exhaust System	No					

Other Areas of Note within Station 1

This building was not purpose built for its function. It is large warehouse-style building that has been configured for storage and office space. The office spaces are relatively unsophisticated and limited in their functionality, but this building does serve as contact office for the northern part of the County and is situated roughly an hour north of the town of Mariposa and the main facilities.

Figure 24: Mariposa County Sheriff's Business Office (Part 1)

Address/Physical Location:	5284 CA-49, Mariposa, CA



General Description:
This building was not purpose built for its function. It is leased commercial office space and is open during business hours only.

Structure						
Date of Original Construction	1980s					
Seismic Protection	Unknown					
Auxiliary Power	No					
General Condition	Good					
ADA Compliant	Unknown					
Total Square Footage	1,000 square feet					
Facilities Available						
Detention Cells	0	Pods	0	Dorms	0	Single/Max
Maximum Staffing Capability	4–6					
Incarcerated Person Capacity	No					
Resource Storage	Yes					
Dispatch	No					
Emergency Operations Center	No					
Boating Operations Storage	No					
SAR Operations Storage	No					
SWAT Resources Storage	No					
Food Storage	No					
Sleeping Quarters	No					
Evidence Storage	No					
Forensics Lab	No					
Report-Writing Stations	3 Desks					
Exercise/Workout Facilities	No					
Kitchen Facilities	Sink and refrigerator					
Individual Lockers Assigned	No					
Bathroom/Shower Facilities	Yes; sink, toilet and shower					
Training/Meeting Rooms	No					
Washer/Dryer/Extractor	No					

Figure 25: Mariposa County Sheriff's Business Office (Part 2)

Interview Rooms	0	Custodial	0	"Soft"	0	Juvenile
	0	Recorded	0	Video	0	Monitored
Armory	No					
Police Records and Storage	Yes; filing cabinets and wall-mounted cabinets					
Safety & Security						
Station Sprinklered	No					
Smoke Detection	Yes					
Decon & Biological Disposal	No					
Security System	No					
Apparatus Exhaust System	No					

Figure 26: Mariposa County Sheriff's Annex (Part 1)

Address/Physical Location:	4802 Highway 140 Mariposa, CA 95338



General Description:
This building is a large, open area room with workstations and a conference table. The use and utility of this Annex is unclear. The utility room is on loan from County Fire. The room is used for meetings, special events, and fire briefings.

Structure						
Date of Original Construction	1980s					
Seismic Protection	No					
Auxiliary Power	No					
General Condition	Good					
ADA Compliant	Unknown					
Total Square Footage	1,000 square feet					
Facilities Available						
Detention Cells	0	Pods	0	Dorms	0	Single/Max
Maximum Staffing Capability	4–6					
Incarcerated Person Capacity	No					
Resource Storage	Yes					
Dispatch	No					
Emergency Operations Center	No					
Boating Operations Storage	No					
SAR Operations Storage	No					
SWAT Resources Storage	No					
Food Storage	No					
Sleeping Quarters	No					
Evidence Storage	No					
Forensics Lab	No					
Report-Writing Stations	No					
Exercise/Workout Facilities	No					
Kitchen Facilities	Sink and refrigerator					
Individual Lockers Assigned	No					
Bathroom/Shower Facilities	Public bathroom on site					
Training/Meeting Rooms	Yes					
Washer/Dryer/Extractor	No					

Figure 27: Mariposa County Sheriff's Annex (Part 2)

Interview Rooms	0	Custodial	0	"Soft"	0	Juvenile
	0	Recorded	0	Video	0	Monitored
Armory	No					
Police Records and Storage	Wall-mounted cabinets					
Safety & Security						
Station Sprinklered	No					
Smoke Detection	Yes					
Decon & Biological Disposal	No					
Security System	No					
Apparatus Exhaust System	No					

Figure 28: Mariposa County Sheriff's SAR Cache (Part 1)

Address/Physical Location:	5393 CA-49, Mariposa, CA
	**General Description:** Double-wide mobile home used for search and rescue training. Parking lot used for trailer storage, shoot trailer, and armored vehicles. Separate metal building/shop used to store ATVs.

Structure						
Date of Original Construction	1980s					
Seismic Protection	No					
Auxiliary Power	No					
General Condition	Fair to poor					
ADA Compliant	No					
Total Square Footage	1,000 indoor square feet/800 shop square feet					
Facilities Available						
Detention Cells	0	Pods	0	Dorms	0	Single/Max
Maximum Staffing Capability	4–20					
Incarcerated Person Capacity	No					
Resource Storage	Yes					
Dispatch	No					
Emergency Operations Center	No					
Boating Operations Storage	No					
SAR Operations Storage	Yes					
SWAT Resources Storage	No					
Food Storage	No					
Sleeping Quarters	No					
Evidence Storage	No					
Forensics Lab	No					
Report-Writing Stations	No					
Exercise/Workout Facilities	No					
Kitchen Facilities	Full kitchen					
Individual Lockers Assigned	No					
Bathroom/Shower Facilities	Yes; sink, toilet, and two showers					
Training/Meeting Rooms	Yes					
Washer/Dryer/Extractor	No					

Figure 29: Mariposa County Sheriff's SAR Cache (Part 2)

Interview Rooms	0	Custodial	0	"Soft"	0	Juvenile
	0	Recorded	0	Video	0	Monitored
Armory	No					
Police Records and Storage	Yes; filing cabinets and wall-mounted cabinets					
Safety & Security						
Station Sprinklered	No					
Smoke Detection	No					
Decon & Biological Disposal	No					
Security System	No					
Apparatus Exhaust System	No					

Other Areas of Note within Search & Rescue Cache

This building serves as the storage location for equipment and vehicles used for search and rescue operations, and also has a small office space. While it is clear the storage space is needed for this equipment, the use and utility of this building is questionable.

Recommendation:

The Sheriff's Office should conduct a facilities needs assessment at regular intervals (at least every eight years, ideally more frequently) focused on present suitability and capabilities and projected future needs. The Sheriff's Office should designate funds to overhaul, refit, replace, or acquire the needed facilities based on future projections rather than take a reactive approach when facilities are no longer viable for their intended purposes. There is significant legal liability and risk for the County by having critical law enforcement and public safety functions housed in inadequate facilities.

Recommendation:

The Sheriff's Office should pursue the development of a purpose-built Headquarters facility. A Headquarters facility, if properly designed, could meet needs for 50 years, consolidate resources, improve efficiency, and allow the Sheriff's Office to divest of other properties, actualizing year-to-year savings outside initial construction cost. This recommendation requires the County Administration and Board of Supervisors to determine a funding plan, which may include bond funding or other non-General Fund resources.

Recommendation:

MCSO should examine divesting itself of lesser-used, older facilities and consolidating facilities that are largely storage and/or contact office space in order to actualize savings in a constrained budget environment.

Sheriff's Office Capital Equipment & Vehicles Inventory

The Mariposa County Sheriff's Office places paramount importance on the reliability and functionality of its capital equipment and emergency response vehicles. These assets serve as critical components in swiftly and safely transporting police officers, professional staff, and necessary equipment to incidents requiring immediate attention. Ensuring the proper maintenance and equipping of these vehicles is imperative to guaranteeing the uninterrupted delivery of emergency services.

MCSO vehicles utilized for emergency response must not only be reliable but also properly equipped to support MCSO's operational needs. From advanced communication systems to specialized equipment, these vehicles must be outfitted to facilitate efficient and effective emergency responses. Any compromise in the functionality of these vehicles could severely impede MCSO's ability to deliver vital emergency services to the community.

Moreover, the maintenance and upkeep of police vehicles and capital equipment are paramount to their overall functionality and reliability. Regular inspections, servicing, and adherence to maintenance schedules are essential to prevent breakdowns and ensure optimal performance. MCSO recognizes the critical role these assets play in their operations and is committed to maintaining them at the highest standards to uphold its mission of serving and protecting the community.

MCSO manages its vehicles through a County Fleet Manager, an employee of the County's Public Works Department who also manages the essential vehicles of other County offices. The Fleet Manager has the ability to determine and set the life cycle replacement (LCR) standards for all vehicles, although the County Board of Supervisors has the ultimate authority regarding LCR through policy change.

The Fleet Manager has established considerations for replacement that factor in mileage, age, and vehicle type for the Sheriff's Office. In general, MCSO patrol vehicles are replaced under the general guidelines of six years or 120,000 miles for sedans and eight years or 150,000 miles for other patrol vehicles such as trucks or SUVs.

Sheriff's Deputies are assigned take-home vehicles. Although this approach requires a larger fleet of vehicles than a pool approach, research has shown advantages to the approach and given the limited personnel resources of the MCSO, it is a best-practice approach.

Research has shown that although assigning take-home vehicles may require more vehicles and have a higher initial cost to implement, allocating dedicated vehicles to employees results in lower maintenance costs.[5] Furthermore, the ability for deputies to deploy from home in emergency situations—and in extreme circumstances mobilize the full resources of a department—offers significant advantages for a personnel-constrained organization that is responsible to provide service to a large geographic area.

Additionally, providing take-home vehicles can serve as a recruitment and retention tool for the agency, particularly in regions where all law enforcement agencies are competing for a limited pool of candidates.

However, despite the advantages listed above, a take-home vehicle program does make predicting vehicle replacement needs more difficult. Some vehicles will, as a virtue of the assigned member living further away from the location at which they start their duty day, will accumulate mileage at a faster rate than a vehicle acquired the same year for a member who resides closer to the place they report to work. This inequitable wear-and-tear can affect predictive models for replacement and create organizational stresses by "rewarding" deputies that reside further away with newer assigned vehicles replaced more frequently compared to a vehicle for a Deputy that resides within the community they serve—a goal of community policing strategies.

It should be noted that not all vehicles in the MCSO fleet are County owned; some are leased vehicles. Limited funding is the primary driver behind MCSO's decision to lease instead of purchasing vehicles.

A previous Public Works administration made the decision to lease versus purchase some vehicles for short-term savings. This decision has now created a situation in which there is inadequate funding to replace 10 vehicles in 2025. While these are not patrol-assigned vehicles, the situation has created an unfunded liability that will continue into the future until there is an infusion of replacement-vehicle funding allocated by the County Administration.

[5] Yates, T., *Take Home Cars: After the First Shock There are Benefits*, Law and Order, Vol. 40, Iss. 5, May 1992.

Historically, Mariposa County has purchased vehicles with dedicated replacement funds specifically designated for purchase. In 2008, replacement funding was reduced, creating inadequate funding for replacements. In 2017, collection of replacement funding fees was changed to a flat depreciation rate, with a phased-in approach that has now placed almost all vehicles in this replacement cycle. However, in July of 2023, in order to meet budget cuts in FY2023–2024, the Sheriff froze all contributions to the fleet replacement fund in order to meet other direct-service obligations.

Finally, it should be noted that vehicles equipped for patrol functions with the Sheriff's Office are not "off-the-lot" purchases and require substantial upfitting for the vehicles to be effective in their specialized roles. This creates cost and planning implications beyond the simple sticker price of acquiring the vehicle. For example, an upfitted Chevrolet Tahoe costs approximately $70,000 to $72,500. As discussed in the Financial section of this report, challenges in the Sheriff's Office budget beyond the Sheriff's control and the lack of transparency of the County budget exacerbate an already challenging fleet management problem.

As a part of this study, AP Triton acquired a list (Figure 31) of the Mariposa County Sheriff's Office's vehicle fleet by deriving it from approved budget records. This list, acquired from Public Works Fleet Management, provides a complete inventory of all on-road vehicles. Specialty vehicles, such as off-road and marine vehicles, were not included. This report is unable to provide an assessment regarding the maintenance and service of these vehicles.

Figure 30: Current MCSO Fleet Inventory (2024)

Unit ID	Type	Manufacturer	Year	Assigned Unit
709	Truck	Ford F250, Supercab 4wd	2005	Animal Control
441	Truck	Dodge 1500 Pickup	2015	Search & Rescue
417	Truck	Ford Super Duty	2015	Animal Control
102	SUV	Ford Expedition XLT, 4wd	2015	Admin./Detective Pool
105	SUV	Ford Expedition, 4wd	2017	Detective Pool
467	SUV	Ford Expedition, 4wd	2017	Patrol Deputy Pool
711	Truck	Ford 250 4wd	2017	Animal Control
468	SUV	Ford Expedition, 4wd	2017	Patrol Deputy Pool
400	SUV	Ford Expedition, 4wd	2017	Patrol Pool, North
408	SUV	Ford Expedition, 4wd	2017	Search and Rescue
403	SUV	Ford Expedition, 4wd	2017	SCOPE

Unit ID	Type	Manufacturer	Year	Assigned Unit
406	SUV	Ford Expedition, 4wd	2017	SCOPE
407	SUV	Ford Expedition, 4wd	2018	SCOPE
414	SUV	Chevy Tahoe	2018	Admin Sergeant
416	SUV	Chevy Tahoe	2018	Court Security
415	SUV	Chevy Tahoe	2018	Patrol Deputy
409	SUV	Chevy Tahoe	2018	Patrol Deputy Pool
412	SUV	Chevy Tahoe	2018	Patrol Deputy Pool
413	SUV	Chevy Tahoe	2018	Patrol Deputy Pool
418	Truck	Chevrolet Silverado	2018	Patrol Deputy Pool
472	Truck	Chevrolet Silverado	2021	Unmarked Pool
474	SUV	Chevrolet Tahoe	2021	Detective Pool
469	SUV	Chevrolet Tahoe	2021	OES/Detective Pool
421	SUV	Chevrolet Tahoe	2021	Patrol Deputy
422	SUV	Chevrolet Tahoe	2021	Patrol Deputy
470	SUV	Chevrolet Tahoe	2021	Patrol Deputy
471	SUV	Chevrolet Tahoe	2021	Patrol Deputy
473	Truck	Dodge 2500 4x4	2021	Search & Rescue
419	SUV	Explorer 4x4	2019	Detective
479	Truck	Chevy Silverado Pickup	2021	Unmarked Pool
475	SUV	Chevy Tahoe	2021	Patrol Deputy
477	SUV	Chevy Tahoe	2021	Patrol Deputy
478	SUV	Chevy Tahoe	2021	Patrol Deputy
488	Truck	Chevy Colorado Pickup	2009	Search and Rescue
489	Truck	Chevy Colorado Pickup	2012	Search and Rescue
480	XXX	Chevy Equinox	2013	SCOPE
483	Truck	Chevy Silverado Pickup	2013	Patrol Sergeant
484	SUV	Chevy Tahoe	2014	Patrol Deputy
485	SUV	Chevy Tahoe	2014	Patrol Deputy
487	SUV	Chevy Tahoe	2014	Patrol Deputy
486	SUV	Chevy Tahoe	2014	Patrol Sergeant
481	SUV	Chevy Tahoe	2014	Patrol Sergeant
482	SUV	Chevy Tahoe	2014	Patrol Sergeant
496	Truck	RAM 2500 4wd Pickup	2015	Evidence/Tow
491	SUV	Chevy Tahoe	2016	K-9 Deputy
492	SUV	Chevy Tahoe	2016	K-9 Deputy

Unit ID	Type	Manufacturer	Year	Assigned Unit
490	SUV	Chevy Tahoe	2016	Patrol Deputy
493	SUV	Chevy Tahoe	2017	Patrol Deputy
494	Sedan	Dodge Charger AWD	2022	Patrol Deputy
495	Sedan	Dodge Charger AWD	2022	Patrol Deputy
2005	Truck	Chevy Silverado Pickup	2022	Detective
2006	Truck	Chevy Silverado Pickup	2022	Detective
2007	Truck	Chevy Silverado Pickup	2022	Detective
2009	SUV	Chevy Tahoe	2019	Admin
2010	SUV	Chevy Tahoe	2019	Admin
2011	SUV	Chevy Tahoe	2019	Admin
2012	SUV	Chevy Tahoe	2020	Admin
2013	SUV	Chevy Tahoe	2020	Admin
2014	SUV	Chevy Tahoe	2020	Admin
2001	SUV	Chevy Tahoe	2021	Patrol Deputy
2002	SUV	Chevy Tahoe	2018	Patrol Deputy
2003	SUV	Chevy Tahoe	2019	Patrol Deputy
2008	SUV	Chevy Tahoe	2019	Admin
2101	SUV	Chevy Tahoe	2019	FTO Deputy
2102	SUV	Chevy Tahoe	2019	FTO Deputy
2103	SUV	Chevy Tahoe	2019	FTO Deputy
2104	SUV	Chevy Tahoe	2019	FTO Deputy
2105	SUV	Chevy Tahoe	2019	FTO Deputy
2201	SUV	Chevy Tahoe	2020	Patrol Deputy
2202	SUV	Chevy Tahoe	2020	Patrol Deputy
2203	SUV	Chevy Tahoe	2020	Patrol Deputy
2204	SUV	Chevy Tahoe	2020	Patrol Deputy
2301	SUV	Chevy Tahoe	2020	Patrol Deputy
2302	SUV	Chevy Tahoe	2020	Patrol Deputy
2303	SUV	Chevy Tahoe	2020	Patrol Deputy
2304	SUV	Chevy Tahoe	2020	Patrol Deputy
2305	SUV	Chevy Tahoe	2023	Patrol Deputy
2205	SUV	Chevy Tahoe	2023	Patrol Deputy K9
2206	SUV	Chevy Tahoe	2023	Patrol Deputy K9
506	Truck	Ford F250, 4wd	2023	Patrol Deputy– Lake
2004	Truck	Chevy 2500 4wd Pickup	2019	Patrol Deputy–Lake

Unit ID	Type	Manufacturer	Year	Assigned Unit
2306	Truck	Chevy Silverado 2500	2019	Patrol Deputy–Lake
304	Van	Ford E250 Econovan	2020	Jail Van
106	Sedan	Chevrolet Impala	2020	Jail Pool Car
300	Van	Ford E350 Van	2020	Jail Van
305	SUV	Chevy Tahoe 4wd	2019	Jail Transport
2307	SUV	Chevy Tahoe	2014	Jail Transport

Common Fleet Vehicles & Equipment

Following are photographs of common fleet vehicles. The images are not an exhaustive list but represent the most common types of vehicles in the MCSO inventory.

Figure 31: Patrol Chevrolet Tahoe



Figure 32: Patrol Dodge Charger



Figure 33: Search & Rescue Dodge 1500 Truck



Figure 34: SCOPE Chevrolet Equinox



Figure 35: Off-Highway Vehicle Motorcycle



Vehicle/Fleet Maintenance & Replacement Planning

No piece of mechanical equipment nor vehicle can be expected to last indefinitely. As vehicles and equipment age, repairs become more frequent and complex. Parts may become more difficult to obtain, and downtime for repair and maintenance increases.

Since law enforcement, emergency response, and calls for service response are critical to the communities in Mariposa County, downtime is one of the most frequently identified reasons for vehicle/fleet replacement. As such, most Sheriff's Offices develop replacement plans due to the sometimes overwhelming expense of continued maintenance exceeding the cost of vehicle replacement.

The Mariposa County Sheriff's Office is no different. The budget uncertainty faced in Mariposa County creates an untenable situation for fleet management and replacement for the Sheriff's Office. Many vehicles in the fleet are in serious need of replacement, and a more sustainable model of replacement planning must be developed. Per approved budget documents, MCSO has 87 vehicles, and while it is reasonable to have some spare vehicles in inventory, a number of vehicles seem limited in use and function, and cost savings may be realized by removing them from inventory.

The Mariposa County Fleet Manager is part of the Public Works Department and is responsible for the maintenance of MCSO's vehicles and equipment. Preventive maintenance checks are done regularly, and maintenance records are maintained for all apparatus and vehicles.

Although maintenance—either paid or under warranty—is performed by County employees or through dealerships, ensuring that maintainers have Emergency Vehicle Technician qualifications is paramount. It is unclear to AP Triton if either Public Works employees or contract dealerships hold such credentials.

Recommendation:
MCSO should consider selling or divesting itself of some fleet vehicles to actualize savings. Vehicles should be acquired and purposed with a multi-mission approach in mind to limit fleet-related costs.

Recommendation:
MCSO should have a dedicated professional staff Fleet Coordinator (as a full-time position) to work with the County's Fleet Manager to ensure maintenance and replacement are occurring as needed and acquired vehicles meet a multi-mission capability mandate.

Recommendation:
MCSO must collaborate with Public Works to develop a sustainable replacement cycle for vehicles that is not cost prohibitive to either department's budget. The County should create and operationalize a fleet management policy that includes specific parameters regarding replacement reserves and terms in which leasing vehicles is allowable.

MCSO has a fleet of diverse vehicles including sedans, SUVs, trucks, and other vehicles. The industry standard is to adopt a single type and configuration of vehicle for the majority of work that is capable of meeting the wide needs of the Sherrif's Office and to minimize specialty vehicles (e.g., a single type of patrol vehicle that can operate in all seasons and can tow other equipment if needed). This will reduce fleet size, decrease maintenance costs and infrastructure, reduce training costs, and increase the interoperability of vehicles for staff using them. While some of the diversity in the MCSO vehicle fleet may be a byproduct of supply chain challenges in the automotive industry caused by the COVID-19 pandemic, as diverse a fleet as maintained by MCSO is atypical of a midsize to smaller law enforcement agency, is antithetical to the aforementioned benefits, and creates greater challenges for managing fleet vehicle replacement.

Recommendation:
MCSO should work toward a standardized patrol vehicle platform to realize maintenance savings. This platform should prioritize the ability to meet multiple missions of the Sheriff's Office in addition to the patrol-specific function.

Service Demand & Incident Staffing Performance

This section will provide the Mariposa County Sheriff's Office a general understanding of relevant response information. It was developed to assist the department with identifying its recent performance and creating a baseline performance expectation. Department, County, and political leaders can use this information to understand how their decisions, policies, and outside pressures affect performance.

Research Information

The information within this section was developed from various sources provided by multiple sources within the Mariposa County Sheriff's Office. Detailed information was provided from the computer-aided dispatch (CAD) system between January 1, 2018, and June 30, 2023. The custodial division provided the daily booking data from January 1, 2022, through December 6, 2023. The custodial data included the original incarceration dates of inmates who remained or were released per the daily log data. Identifying inmate information was not provided; inmates were only identified by a random numerical system assigning each inmate a number from 1 through 559.

Statistics Discussion

Mathematical and technological methodologies must be used judicially to evaluate complex emergency incident response data. Historical instances of incorrect evaluations can lead to severe consequences in deployment and operational decisions. This analysis was designed to quantify and analyze available information which, in the case of Mariposa County Sheriff's Office, was limited. It was intended to be a starting place for the agency as it seeks to improve performance. However, leaders must understand the limitations of making decisions based solely on statistical study and must utilize sound judgment in addition to proven analytics.

Various statistical analytical tools were employed to create this section. The fundamental tools were categorization, averages, and regression analysis. This helped paint a picture of historical performance, with some inferences that may help leaders and decision-makers identify positive and negative performance trends.

Data Discussion

Dispatch data was provided from MCSO's dispatch system. The data was delivered in six separate files with several different data structures. These various datasets were combined into one database utilizing proven data engineering techniques. Significant effort was required to shape and engineer the information provided into a single, useful statistical dataset.

Data Engineering Findings

The two datasets included an incident record and a running dispatch log. Event records were used by the dispatch center to capture all activities, including the events categorized under administrative, preventative, general assistance, and law enforcement functions. The running log captured each activity from a unit and could typically be associated with an event record.

There were no unique event numbers provided in either dataset. Instead, there was a running count of incidents that reset at the beginning of each new year and were not unique data points. The same was true for the unit logs. This is significantly outside the industry standard. Still, these event numbers did correlate between systems. This was corrected by adding date information to each incident log number. The initial data included 146,837 records, which were reduced to 140,373 after removing duplicates and empty or incomplete datasets. This represented a 4% reduction in the data available for analysis.

Recommendation:
MCSO must develop a data capture mechanism that ensures unique identifiers for each event/call for service.

The unit information included 201,009 unique data rows. These rows included the unit number, the time the event started, and the time it ended for 1 of 17 different status indicators. This was reshaped into 135,482 unit records for 111,426 activities, leaving 35,411 incident records without unit data. This indicated that 25% of the incident activities did not capture unit responses. Only two of the unit records did not have an unassociated incident.

Recommendation:
MCSO must ensure their data capture mechanism records all unit responses. Failure to capture this information could create liabilities for the County/MCSO.

Data Grouping

Because this data represented unrefined computer-aided dispatch (CAD) data, several captured fields required editing and grouping for analysis. MCSO leadership was consulted in this grouping effort to ensure the agency's response coded or matched some of the Federal Bureau of Investigation's (FBI) general incident classifications. The Bureau of Justice Statistics (BJS) asks each law enforcement agency to voluntarily report crime statistics utilizing the National Incident-Based Reporting System (NIBRS). Where possible, data was grouped into NIBRS-type categories with the understanding that this CAD data may or may not represent the actual type of incident found on the scene. However, this categorization did allow for some evaluation of MCSO against national information.

Three fields in the incident dataset allowed for grouping and classification. In addition, one field in the unit dataset was also grouped to represent the information more succinctly. The following figure identifies these five researched and refined fields for analysis.

Figure 36: Grouping Summary

Original Field Name	Original Number of Classifications	Number of Grouped Classifications	Number of Grouped Categories
Nature Code	84	21	6
Disposition	18	N/A	5
How Received	8	N/A	3
Unit Status	17	N/A	7

Units were identified by their agency, and MCSO units were classified by their respective division, either Administration, Operations, or Custody. In addition, their Bureau was also added for clarity. In the case of the Administration's Community Services Bureau, these units were further broken into their composite parts, such as Animal Control, Search and Rescue, and SCOPE Volunteers. Incidents were grouped into responsible bureaus by assigning the incident to the bureau of the first unit dispatched.

For performance analysis, the bureaus were evaluated independently. The Operations Division is broken into Patrol and Investigations. The Patrol Bureau includes the reserves, boating unit, school resource officer, canine deputies, and command officers. The Deputy assigned to courts was also included in patrol, but the individual assigned to this role has changed over time, which made the specific court Deputy assigned in any given year challenging to determine based on radio number.

The Administration Division had units assigned in CAD under the Community Services Bureau. These units were broken into the SCOPE Volunteers, Search and Rescue, and Animal Control. Finally, the Custody Division was classified as one group. Sergeants were grouped into the appropriate bureaus.

It is best practice in the policing industry to have unique identifiers assigned to positions/roles rather than to a specific person. A person filling a particular role would log in with dispatch under that identifier and have a unique personnel identifier associated in the dispatch/CAD logs. MCSO's practice of radio numbers/call signs being associated to only an individual makes determining areas of responsibility and capabilities difficult for both dispatching needs and retrospective analysis.

Recommendation:
MCSO should adopt a practice of unique radio/dispatch identifiers tied to positions/roles and discontinue the practice of assigning identifiers to specific individuals.

Data Error Handling

Data collection within the various datasets has the potential for significant errors. Although there can be many reasons for incorrect information, these errors are typically a combination of human input and collection errors. Various methods exist to manage these errors, including statistical exclusion, real-time exclusion, formula manipulation, and logic testing.

For MCSO CAD data, the information in the data fields had minimal error-prone data after engineering. Therefore, most of the data did not require statistical intervention. However, some data was excluded by formula or logic tests.

The time segment math utilized a logic tree to eliminate negative and null sets. Travel time was limited to three hours. This upper limit was determined utilizing an open-source, web-based mapping software as the drive time between two points on opposite ends of the County. The estimated drive time between 1264 Preston Road and 12828 Old Yosemite Road was 2.5 hours.

Service Demand

The first dimension of the analysis was the overall system call load. The response information was based on the supplied CAD data, limiting some details. Because this was a simple count of the events by type and location, no data was excluded after engineering.

Volume Analysis

A simple volume analysis can indicate how often the agency was called upon to respond to an incident. The first look was at the overall call counts grouped by the division and bureau of the first unit dispatched. Data from 2023 was not included in figures that were summations by year since it was not a complete year of data and could skew the interpretation of the information. The following figure shows the events in each division and bureau recorded for 2018–2022.

Figure 37: Total Divisional Event Count (2018–2022)

Bureau	2018	2019	2020	2021	2022
Operations Division					
Patrol	16,475	19,009	18,451	14,382	14,246
Investigation	269	336	221	310	163
Communications	54	18	69	84	32
Special Operations	17	10	10	13	5
Custody Division					
Custody	180	196	136	99	127
Administration Division/Community Services Bureau					
Animal Control	621	644	557	487	627
SCOPE Volunteers	1,286	1,539	859	1,204	916
Search & Rescue	2	1	1	0	1

According to the U.S. Department of Justice, the COVID-19 pandemic has had lasting effects on law enforcement arrest and conviction rates.[6] After a significant decline in April 2020, the effects lingered. Federal investigations and arrests have not returned to pre-pandemic rates. This is consistent with the MCSO data received and analyzed by AP Triton.

Operations

The Operations Division has the most significant volume of events within the CAD data group. The division had 91,074 records in CAD, and 89,369 (98%) were initially assigned to a patrol unit. The following figure shows the incident volume for the Patrol Bureau grouped by the class and category of the dispatch nature.

Figure 38: Patrol Bureau Percent Events by Nature (2018–2023)

Class	Category	% of Events
Enforcement	Traffic	17.89%
	Civil	7.32%
	Investigation	6.26%
	Statutory	5.99%
	Criminal – Property	4.39%
	Criminal – Persons	1.98%
	Total Enforcement	**43.83%**
Prevention	Patrols or Property Checks	27.49%
	Total Prevention	**27.49%**
Assistance	Situation Evaluation	11.95%
	Other Assistance	6.71%
	Citizen Assist	4.36%
	Animal Control	1.20%
	Assist Other Agency	1.11%
	Report on or Dispose of Property	0.99%
	Total Assistance	**26.32%**
Medical & Accidents	Medical	1.59%
	Traffic & Other Accidents	0.78%
	Total Medical & Accidents	**2.37%**

[6] U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Statistics, (January 2024). *Federal Justice Statistics, 2022 Bulletin. [NCJ307553].* (Pg. 4).

Communications, Investigations, and Special Operations accounted for the remaining 2% of the events in the CAD data. Those events assigned to Communications include those incidents in which a responding unit was not identified, system tests, and other administrative types of events. The Investigations Bureau was primarily engaged in follow-up or traffic events. At the same time, Special Operations are all assigned to the Operations Captain, and the 62 events for this unit over five years are in all categories and classes of incidents.

Custody Division

The Custody Division had 812 incidents in which a jail Deputy was first assigned to the incident. This only represented 0.8% of all events and was overwhelmingly attributable to transportation. This type of event accounted for 98% of all custody events.

Administration/Community Services Bureau

The Administration Division is the final group of incidents found within the CAD event set. These incidents were only assigned to one of three groups within the Community Services Bureau. SCOPE volunteers accounted for 63.9% of all events, where a Community Services Bureau unit was the first assigned to the event. While many classes and natures were assigned to this group, over 97% were classified as patrol or property checks. These included business and home checks. The Animal Control group accounted for 36% of the events assigned to the Community Services Bureau. Most of these events were classified as an animal control issue or a follow-up investigation. Events in which a search and rescue asset was the first assigned accounted for less than one-tenth of 1% of all Community Services Bureau events.

Comparative Analysis

Each primary division within the CAD data was analyzed for this evaluation. Groupings follow a general pattern from here forward and were created by evaluating the nature of the incident as recorded in the dispatch system. The responding division was not discriminated against in this analysis section, and all events were reviewed for MCSO.

CAD Event Grouping Methodology

Incidents are generally grouped as enforcement, prevention, or general assistance incidents. Some judgment was required since the only description in the dataset was listed in the "nature of the event" or the "disposition." These fields were evaluated in detail, and the following general rules were developed for grouping. Certain dispatch types were excluded from the analysis, including those classified as tests, busy, or general administrative information. The traffic and medical categories used in the operations incident count were combined into the general assistance category for clarity.

Enforcement

Enforcement activities included natures judged to appear criminal in intent or action. These included incidents that seemed to meet FBI definition of crimes, local ordinances and traffic law enforcement, calls for service with a potential crime element such as suspicious persons or activities, and instances of civil disputes. The following figure shows the divisions and subdivisions used in this report for enforcement activities.

Figure 39: FBI-Based Enforcement General Classifications

Primary Class	Nature
Crimes Against Persons*	Murder
	Rape
	Robbery
	Assault
Property Crimes*	Burglary
	Larceny
	Motor Vehicle Theft
Other Enforcement	Traffic
	Suspicious Activity
	Investigation
	Local Statute
	Other Activities

* Follows the FBI Statistics Classifications

Prevention

All activities were grouped by nature. For example, business or house checks, extra or foot patrol, or general events were classified as prevention activities. The analytical assumption was that no crime was reported. More likely, MCSO personnel were checking and evaluating specific areas to show a presence or to deter criminal activity.

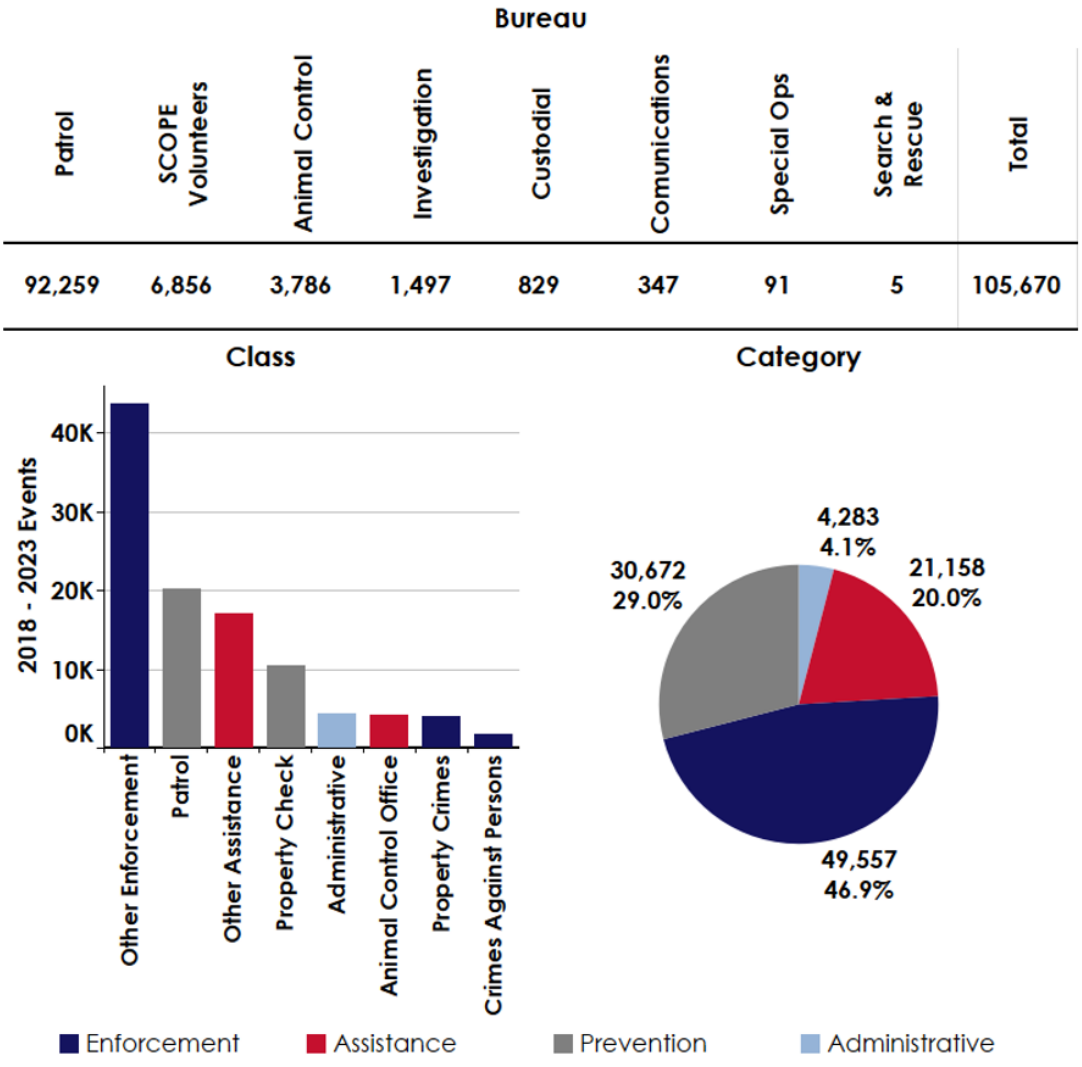
Assistance

These activities included assistance to other agencies, medical calls, general checks, lost or found property, general hazard reports, reports of fires, or anything classified as miscellaneous. Animal control events are also classified as assistance calls. However, animal control events were evaluated separately with greater granularity within this category.

CAD Event Volume Analysis

The Operations Division was the primary responder to events in data. This follows logically since the Patrol Bureau is the public-facing group for MCSO. With 140,373 events in the CAD data, seeing the volume in smaller divisions is essential. The following figure shows the comparative event count for each bureau and the total counts, category, and class.

Figure 40: Event County by Bureau, Class, & Category (2018–2023)



The previous figure highlights that the Patrol Bureau within the Operations Division was the primary responder to events within the dispatch system. It also highlighted that over 46% of the events captured in CAD were of an enforcement nature.

Dispositions were included in the event logs and can add some depth of understanding to the severity and potential time requirements to address the service calls and events by staff. While this was good information to analyze and helpful to understand, the data in the CAD system was limited. Almost 78% of all events were considered complete.

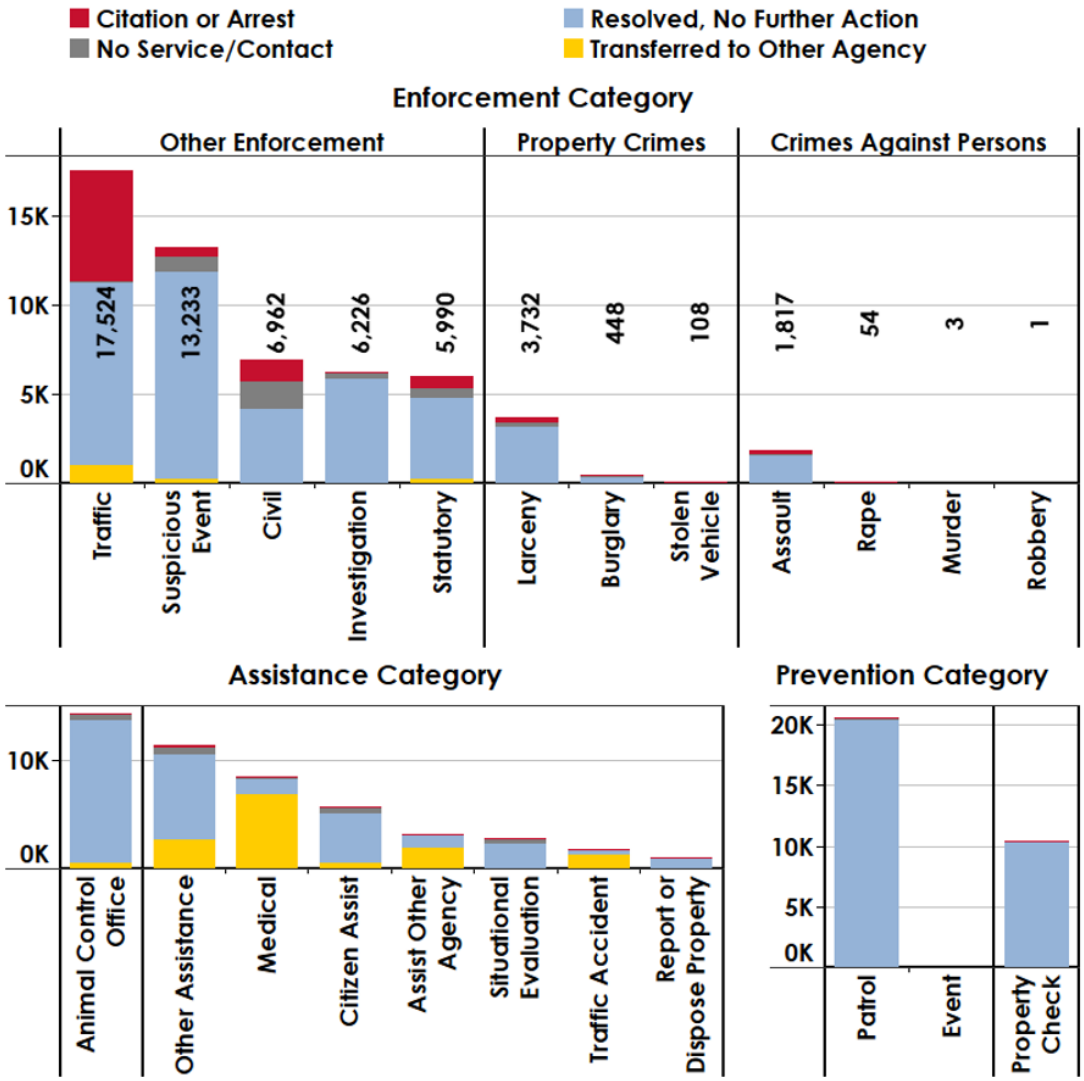
This was a logical classification for events in the prevention category. However, it provides less insight that may be otherwise gathered for areas such as animal control. The following figure shows the disposition groups and the descriptions of the dispositions within those groups.

Figure 41: 2018–2023 Disposition

Disposition Groups	Descriptions	Disposition Count
Resolved or No Further Action Taken	Completed Call	101,736
	No Further Action Required	3,247
	Faxed To Animal Control Facility	1,048
	Agency Or Citizen Assist	1,040
	Impounded Animal	674
	Total	**107,745**
Citations, Reports, or Arrest	Issued a Warning	6,438
	Arrest Made	3,243
	Incident Resulted in Report	2,217
	Served Civil Paperwork	1,250
	Issued a Citation	550
	Total	**13,698**
No Service Needed, No Contact, or No Service Needed	Gone on Arrival, Unable to Locate	2,951
	No Contact	1,620
	Cancelled	1,066
	Negative Service	1,027
	Unfounded	180
	Total	**6,844**
Transferred to Another Agency	Turned over to CAL FIRE	1,440
	Turned over to CAL HWY PAT	926
	Total	**2,366**

The primary type of enforcement centers around all other enforcement activities. The following chart shows the CAD events by primary categories, nature grouped by class, and disposition.

Figure 42: Events Counts by Category, Class, and Nature (2018–2023)



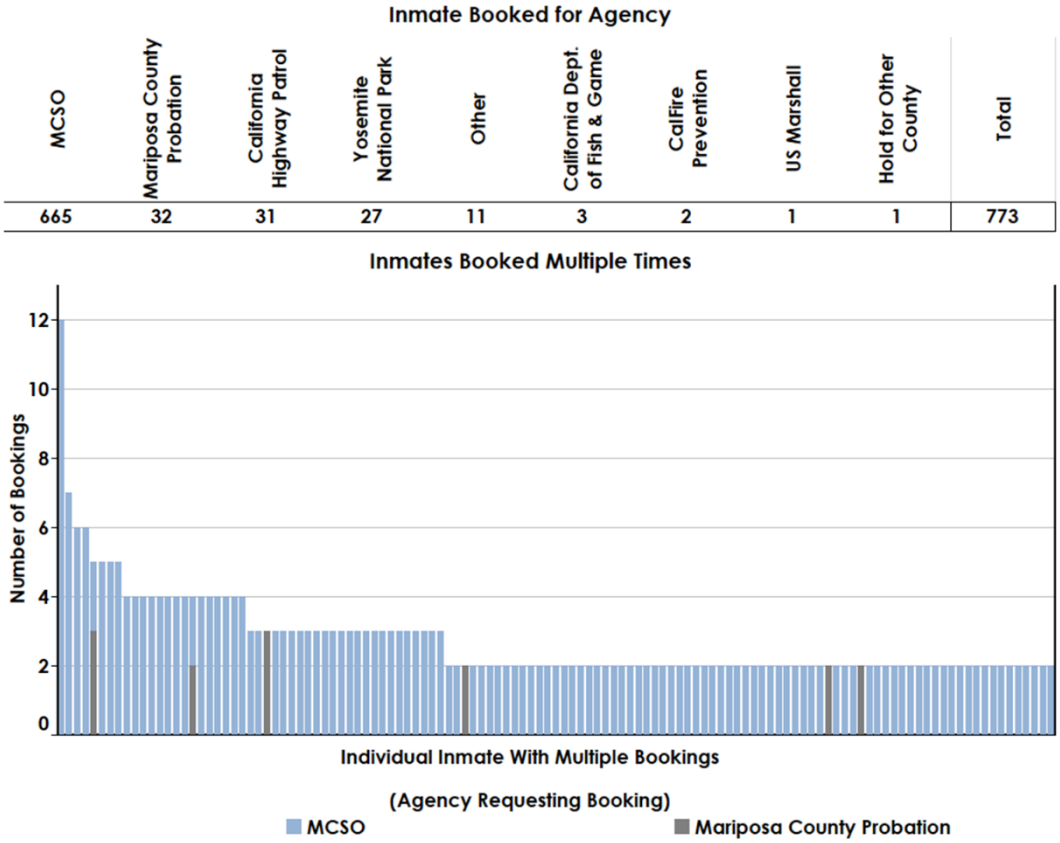
Custodial Processing Volume

A simple count and analysis of the records of inmate processing at the jail allowed for a simple volume count. A daily count record from January 1, 2022, through December 6, 2023, was provided along with generic inmate numbers, incarceration date, release date, and number of days in custody. From this, there were 773 bookings and 766 releases, a net increase of 7 inmates. With the 33 inmates in custody at the beginning of 2022 and the resulting overall growth, the ending in-custody count was 40.

A total of 560 individuals were processed during the data period. Of those, 137, or 24% of the total inmate population, were repeat offenders. The average number of times booked for repeat offenders was 2.8, with the most frequent re-bookings totaling 2.

The inmate with the most records was booked a total of 12 times and released a total of 12 times. This inmate was incarcerated for between 1 and 48 days for each offense, for an average of 7 days per stay. The total number of bookings for repeat offenders was almost half of the overall volume of bookings. The following figure shows the total number of processed inmates by the agency that requested booking and the inmates who were booked multiple times.

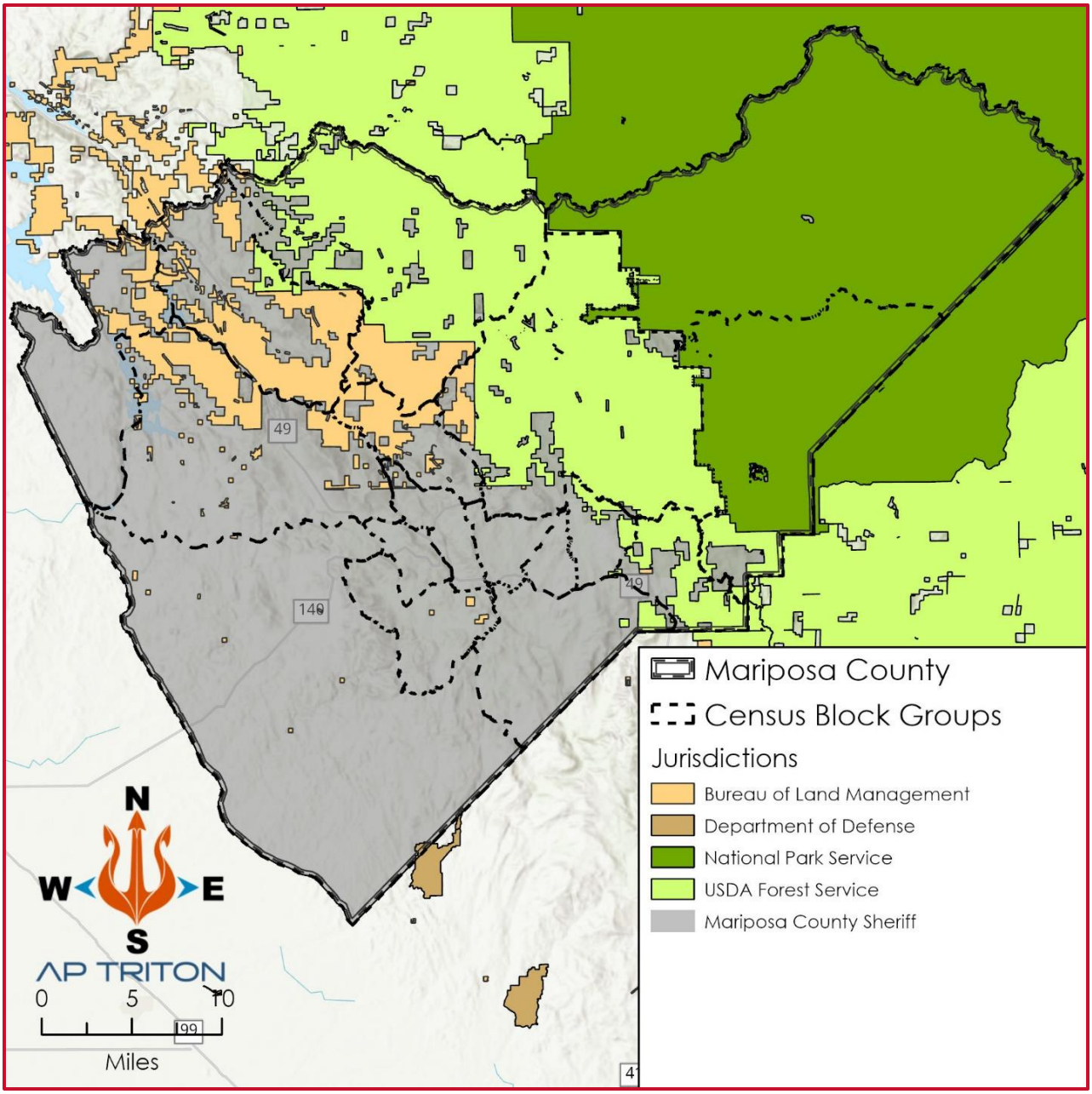
Figure 43: Inmate Booking Volume (1/1/2022–12/6/2023)



Geographic Analysis

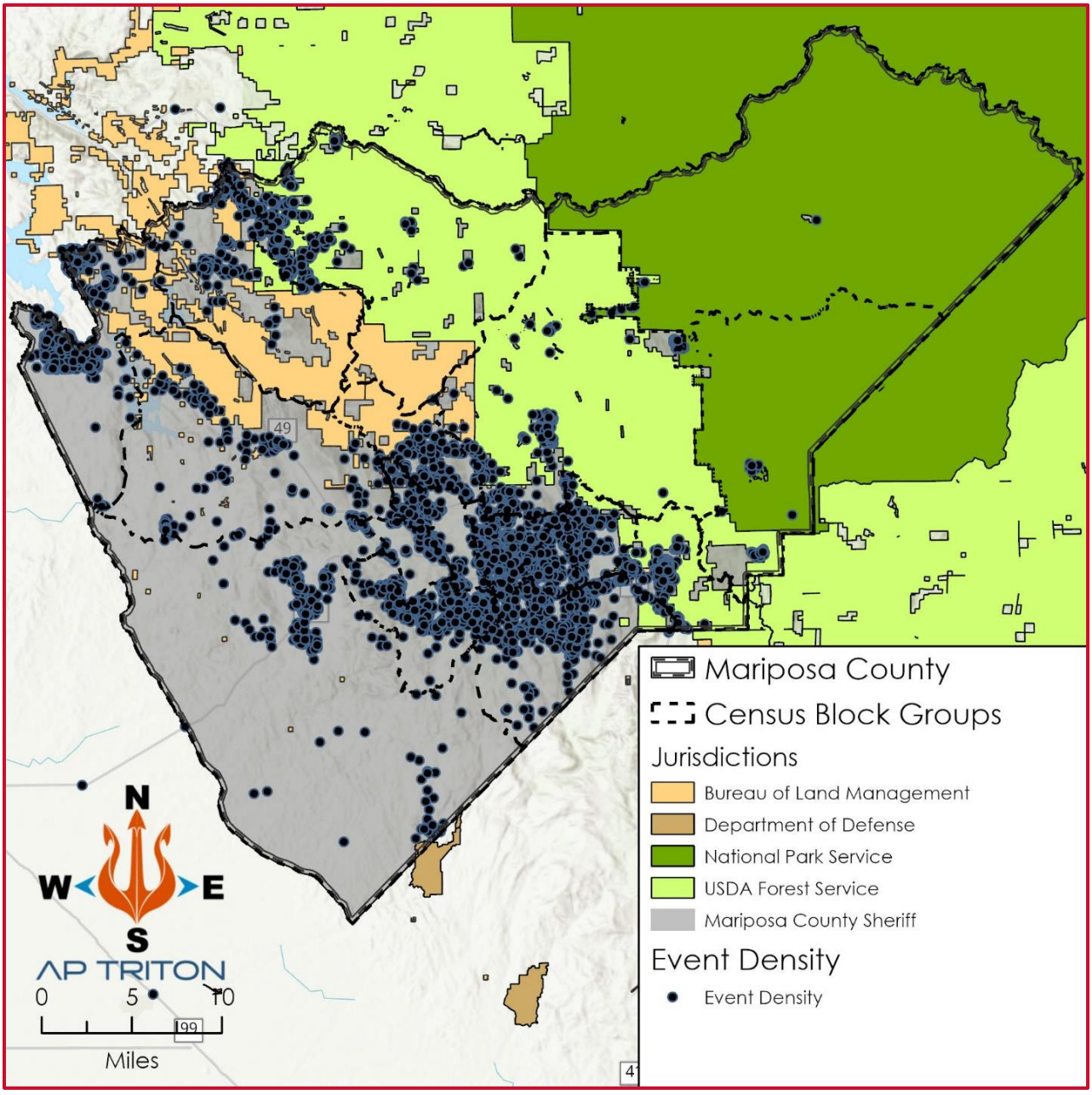
The MCSO Deputies and staff respond to most areas within the County. However, MCSO is statutorily responsible for law enforcement within the County, excluding federal lands that include portions of Yosemite National Park lands. The only continuously identified federal law enforcement agency is the Law Enforcement Rangers that operate within Yosemite National Park. However, other federal agents may make periodic appearances in their own areas of responsibility. Therefore, it was valuable to understand where the jurisdictional boundaries lie within the County. The following figure shows the County response area and the description of federal lands.

Figure 44: County Land & Law Enforcement Jurisdictions



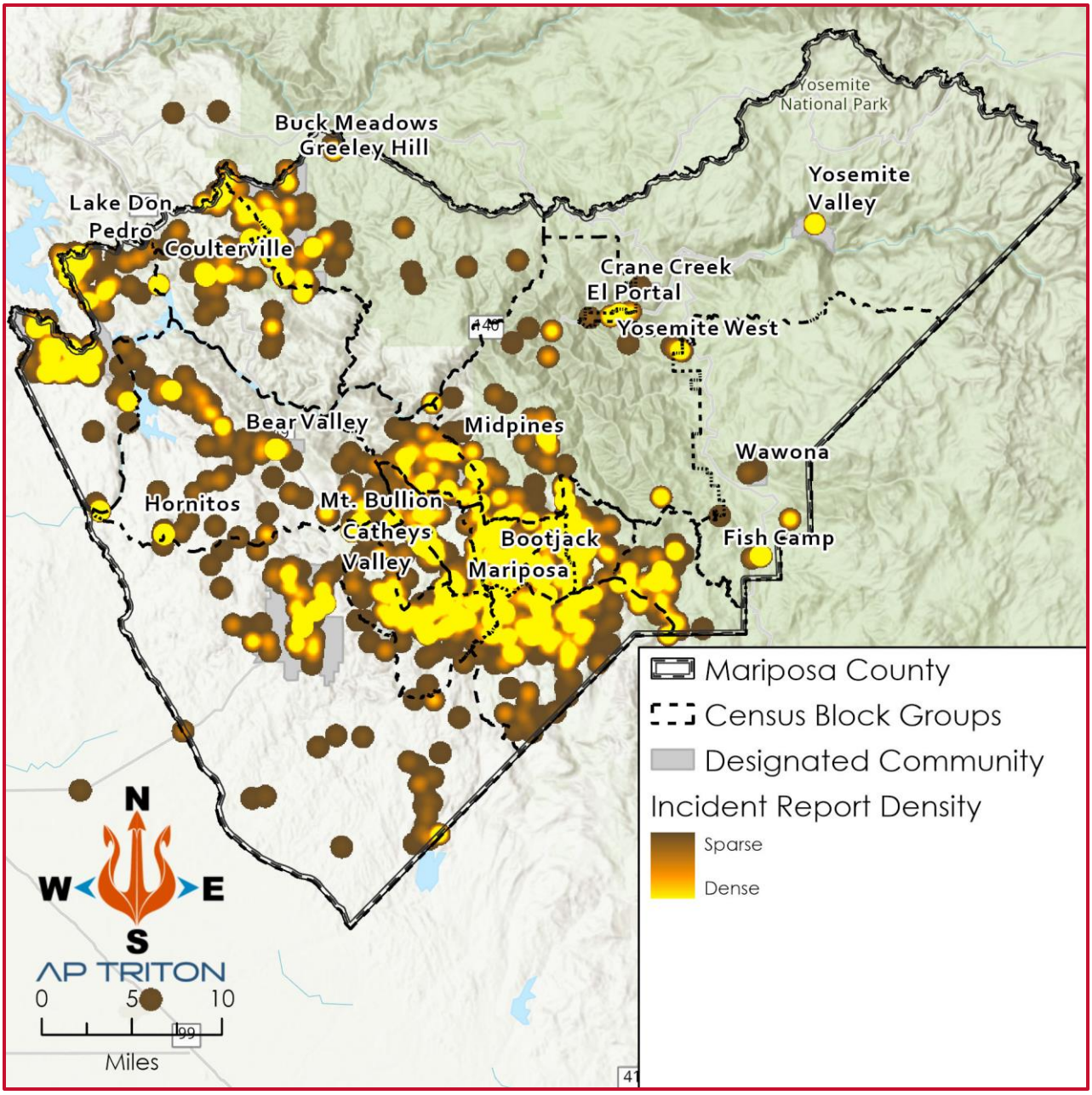
Locating each event on a map can help illustrate how often MCSO personnel assist other agencies with incident control. When analyzing the event locations against the jurisdictional boundaries, it was evident that the Sheriff's Office personnel stayed primarily within their jurisdiction. The following figure shows the locations of all events within the CAD data with the jurisdictional map for reference.

Figure 45: Event Locations with Jurisdictional Boundaries (2018–2023)



Event density is helpful to understand when designing patrol patterns, officer deployment, and prevention activities. Prevention programs such as increased officer presence or community outreach may have the most impact in areas where specific event types are identified. Unlike volume analysis, which is grouped by the first responding unit, area analysis is accomplished regardless of who was deployed. The following figure geographically represents the overall event log density for the study period.

Figure 46: Event Location Density (2018–2023)



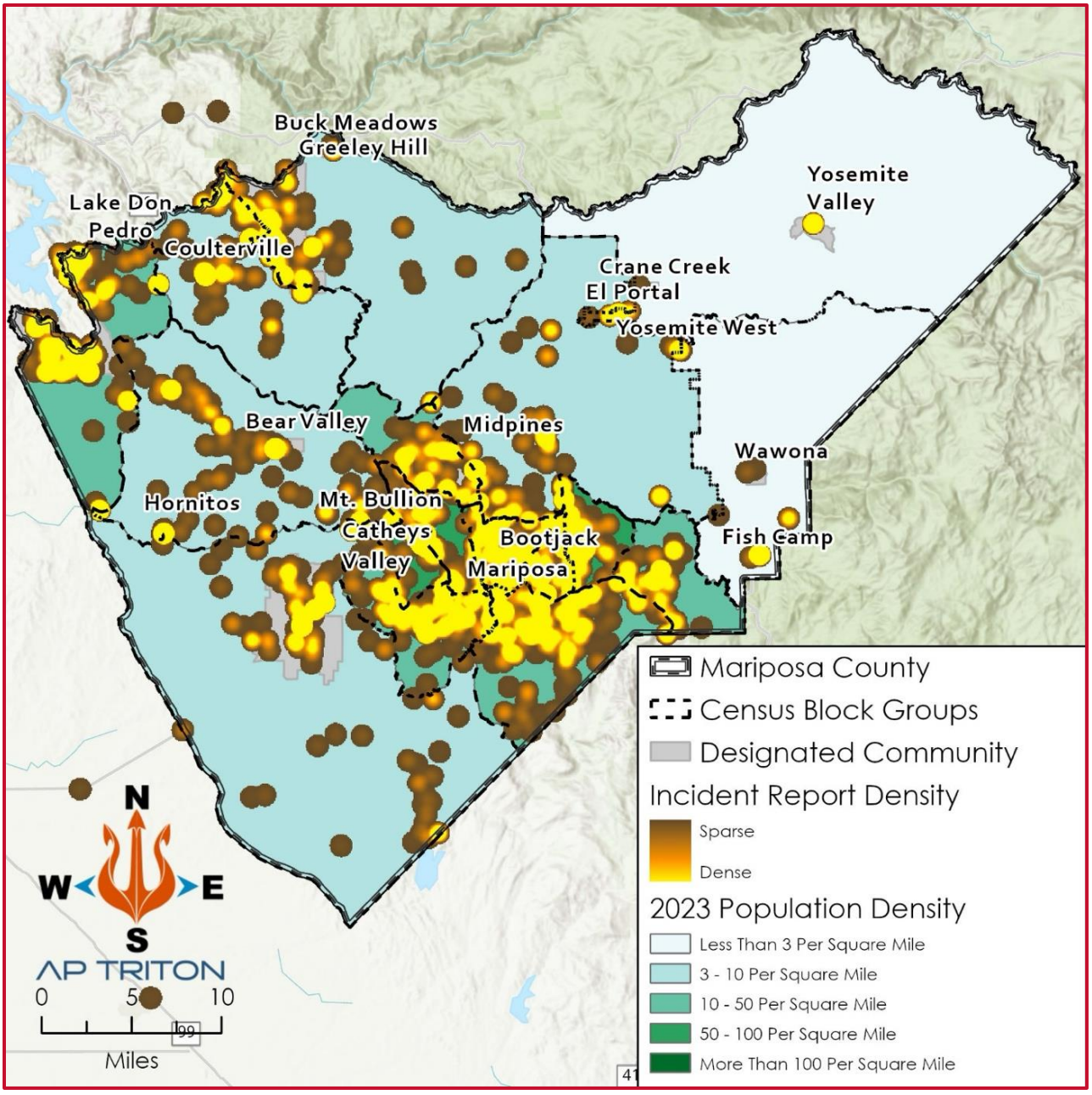
As indicated in the previous figure, the populated areas of the County appear to have the highest incident density, which comports with logic that more people equate to more demand for service. Some census-designated communities are not visible beneath the event density graphic. The densest event locations are within the Mariposa, Catheys Valley, Coulterville, and Lake Don Pedro community areas.

It should be noted that this information was gathered through dispatch call data and may not represent actual crimes or criminal activity. Some areas with lower populations and at further distances from the Sheriff's Office primary response headquarters in Mariposa may not notify the Sheriff's Office, especially for lower-acuity crimes. It is also essential to understand that patrol efforts may add to the density of the call volume, since much of the data was labeled "officer-initiated." If an officer was not in the area to witness a crime or the public did not report it, it will not appear in this analysis.

The previous maps include all events within the CAD data. These include enforcement, prevention, and assistance activities. Visualizing service locations is helpful when developing patrol zoning. However, reviewing other geographic properties and specific event types can increase the overall understanding of deployment and prevention.

The first dimension is to evaluate where the population density is most significant. Because Mariposa County is sparsely populated, the census block groups are generally large. Therefore, the smallest population division available for this analysis is not very detailed. However, MCSO events closely follow along population density lines. The following figure shows the 2023 population density estimates for the County.

Figure 47: 2023 Population Density by Block Groups[7] with Event Density

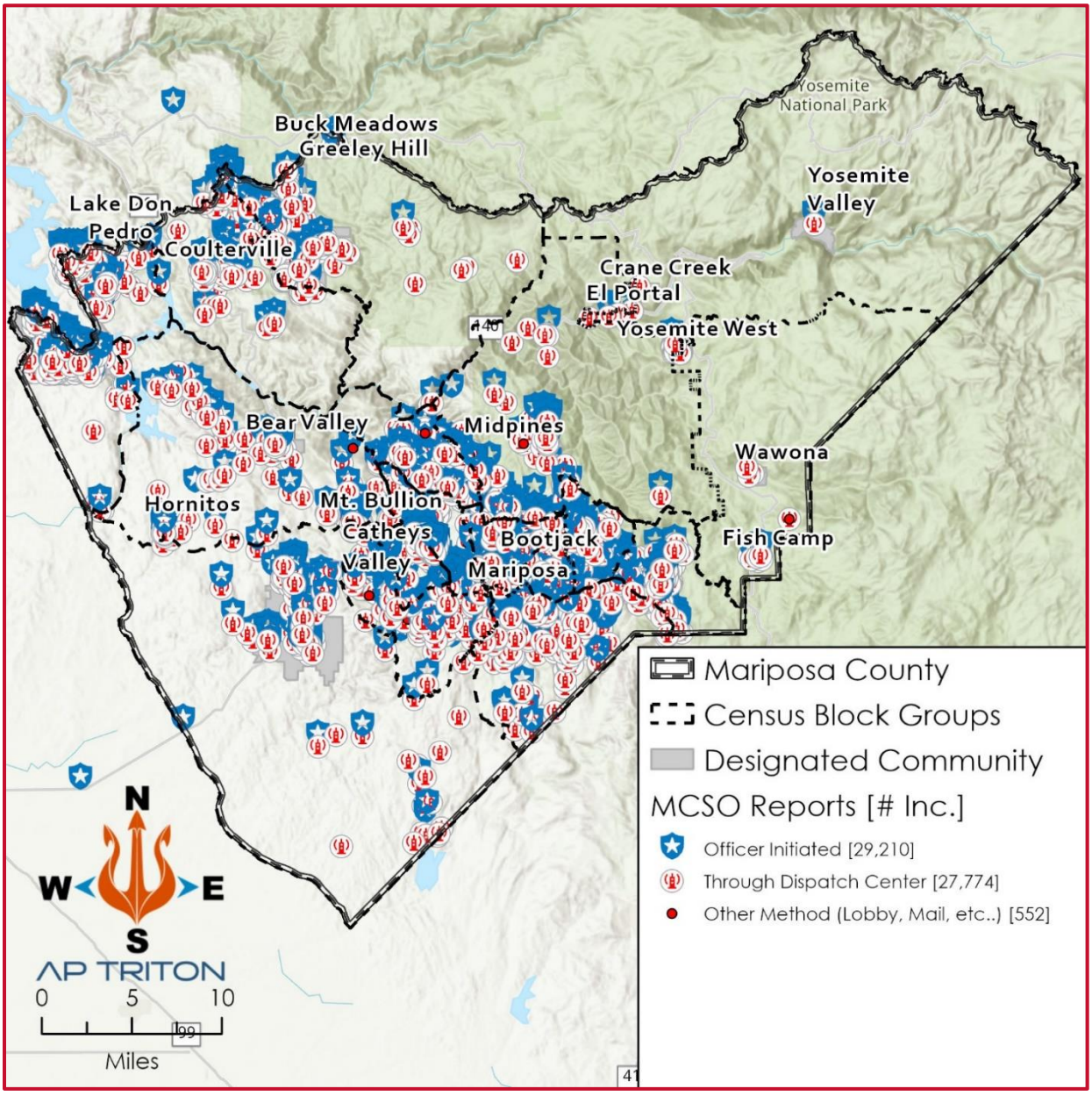


[7] ESRI Data Enrichment.

Enforcement Activities

Enforcement activity was the most significant portion of the overall service performed by MCSO Deputies. Three primary methods of enforcement action initiation and event notifications were identified when evaluating the data. These include officer-initiated actions, phone-related notification through dispatch, and a tiny percentage of other methodologies, such as mail or in-person notification at MCSO offices. The following figure shows the location of all enforcement activities within the dataset, sorted by the initiation method.

Figure 48: Enforcement Location by Initiation Method (2018–2023)



Enforcement activity trends closely follow the overall event location and location density. In addition, these events are almost half officer-initiated versus dispatch notification. It should be noted that a Deputy being flagged down was similar in notification methodology to a phone call to dispatch. However, CAD data does not differentiate between a Deputy being notified of a situation versus a Deputy witnessing the event and acting.

Not all enforcement activities are created equal. Some criminal activities are much more severe in consequence to the victim than are others. In addition, the perpetrators of more violent crimes may pose a higher risk to Deputies attempting to apprehend or intervene. The FBI classifies and reports crime statistics into two primary categories. These broad categories include crimes against persons and crimes against property. Crimes against persons include murder, rape, robbery, and assault. Crimes against property include burglary, larceny, and motor vehicle theft. Because the data provided for this analysis was CAD data, it does not necessarily accurately reflect the crimes. For example, an incident classified as "Grand Theft" may include vehicle theft or other property theft. In addition, a dispatched incident classified as an assault may not be investigated or charged as an assault. These differences are easily identified if the agency followed and filed NIBRS-type data.

While MCSO does submit California Incident Based Reporting System (CIBRS) data, which is identical to NIBRS data and is submitted as NIBRS data to the FBI through the State of California, it was not easily recallable for analysis by them. Data could be located on the Federal Bureau of Investigation (FBI) NIBR website, but not directly from MCSO, and had a significant time delay and only larger aggregated data. An additional caution when applying a comparative statistic is the population size.

At roughly 17,000 population in the County for the 2022 census estimate, adjusting this to the national level makes crime numbers especially sensitive to small numbers. The following chart compares the FBI national average per 100,000 in each category with similar statistics estimated for MCSO.

Recommendation:
MCSO must develop data capture and recall mechanisms so that near real-time NIBRS data can be reviewed and analyzed consistent with industry best practices.

Figure 49: 2018–2022 Annualized Estimated Crime Category per 100,000 Population

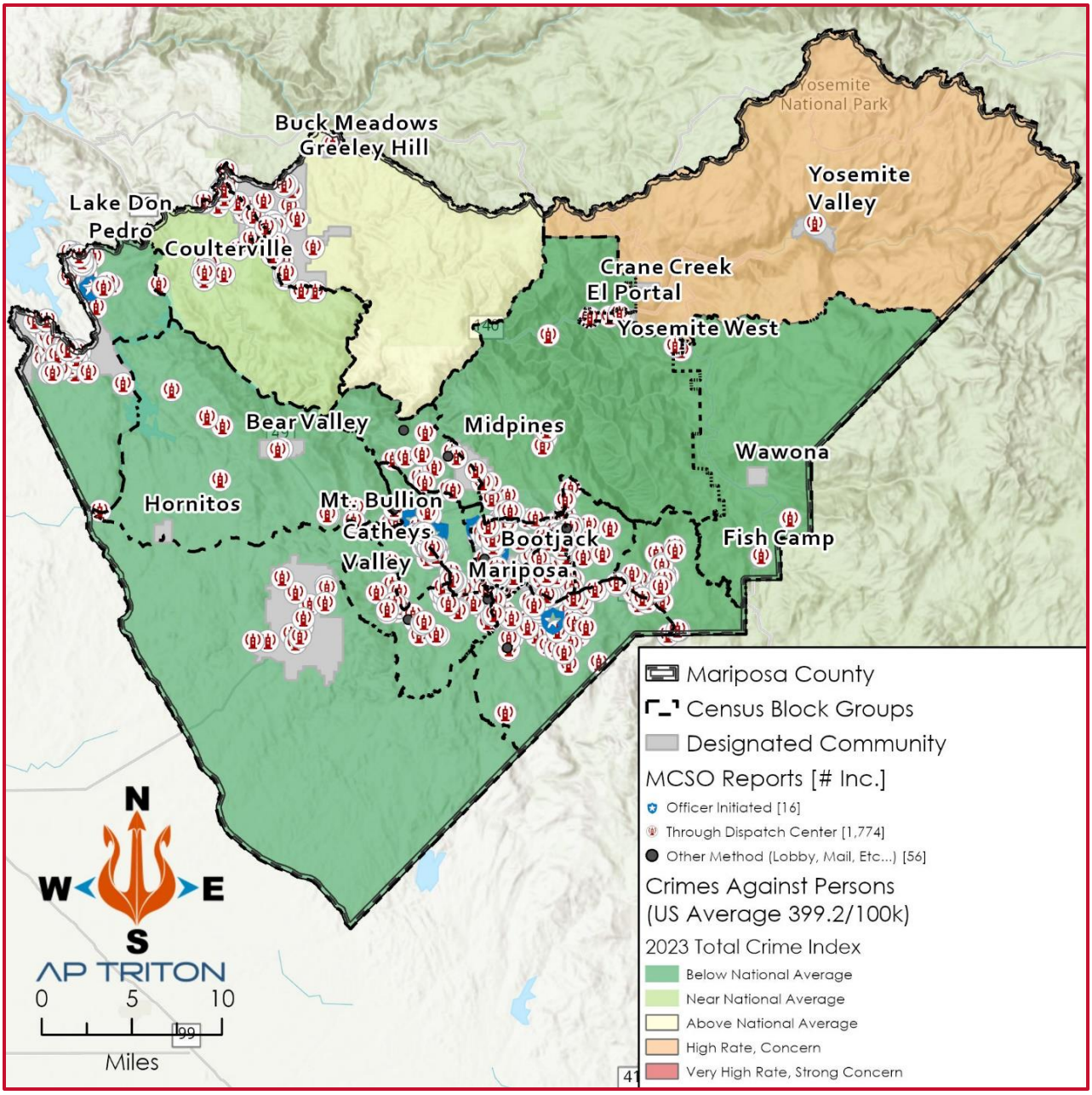
FBI Classification	National Volume per 100,000	Estimated MCSO Annual Volume	Estimated MCSO Volume per 100,000
Crimes Against Persons	399.2	342	2,008
Assault	278.8	331	1,946
Murder	6.6	1	3
Rape	36.3	10	58
Robbery	74.5	< 1	1
Crimes Against Property	2,059.8	782	4,597
Burglary	273.9	82	480
Larceny	1,478.7	681	4,001
Stolen Vehicle	307.2	20	116

Caution should be used when evaluating comparative statistics such as those in the preceding figure. The primary considerations are the sample size and population. In this case, Mariposa County had fewer than 100,000 residents, which could skew the data by making the data sensitive to small changes. This could inflate the actual statistics.

Crimes Against Persons

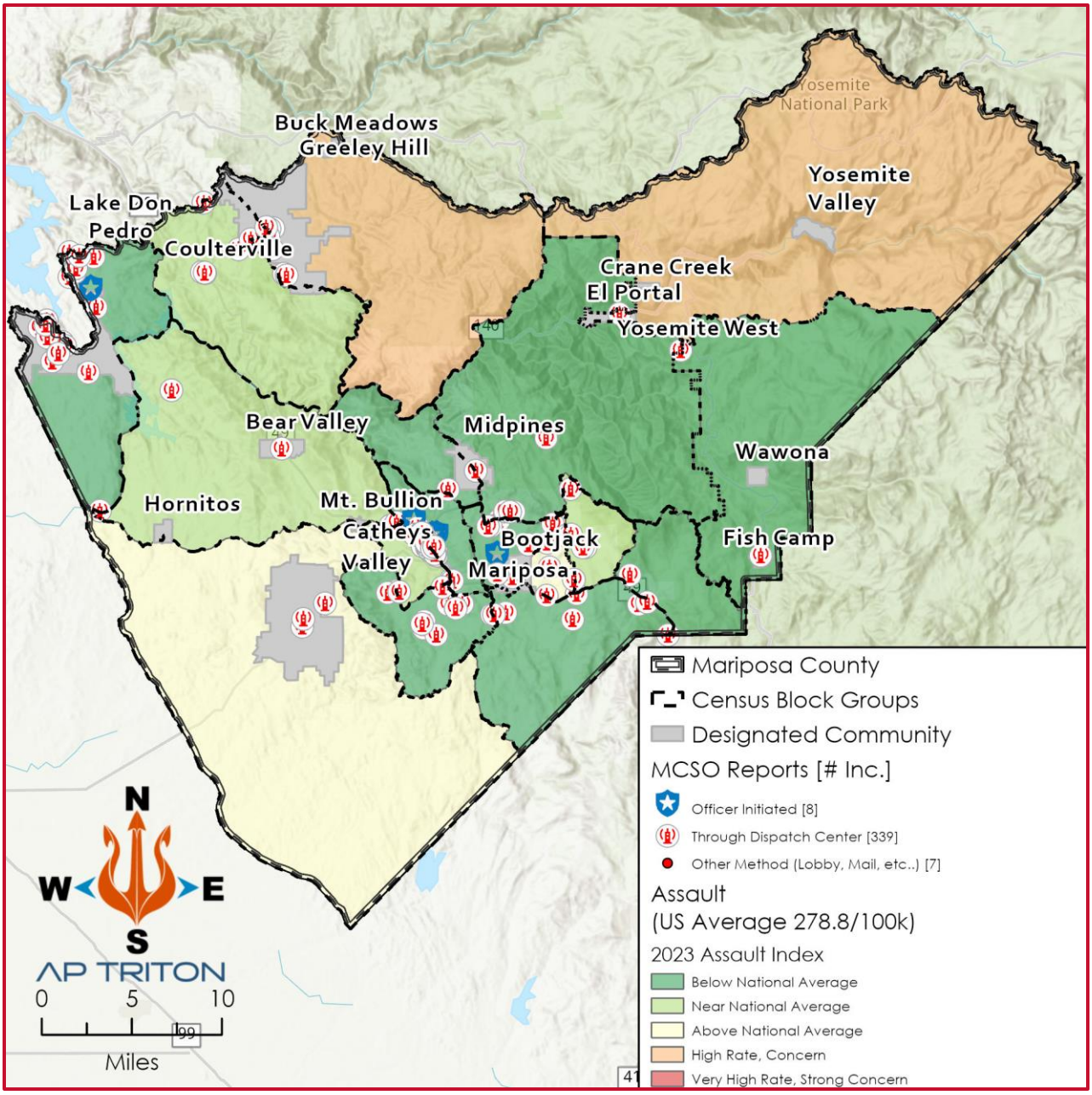
ESRI, a leading geographic information systems (GIS) developer, maintains various validated enrichment information. Several crime threat evaluations can be applied using this feature and the Mariposa block group geography. The following maps use this enrichment from Applied Geographic Solutions' curated dataset to identify risk areas against actual incidents in the MCSO CAD data. The following map shows the overall crimes against persons. ESRI-enhanced data and MCSO CAD data have a similar classification.

Figure 50: Crimes Against Persons with Crime Index



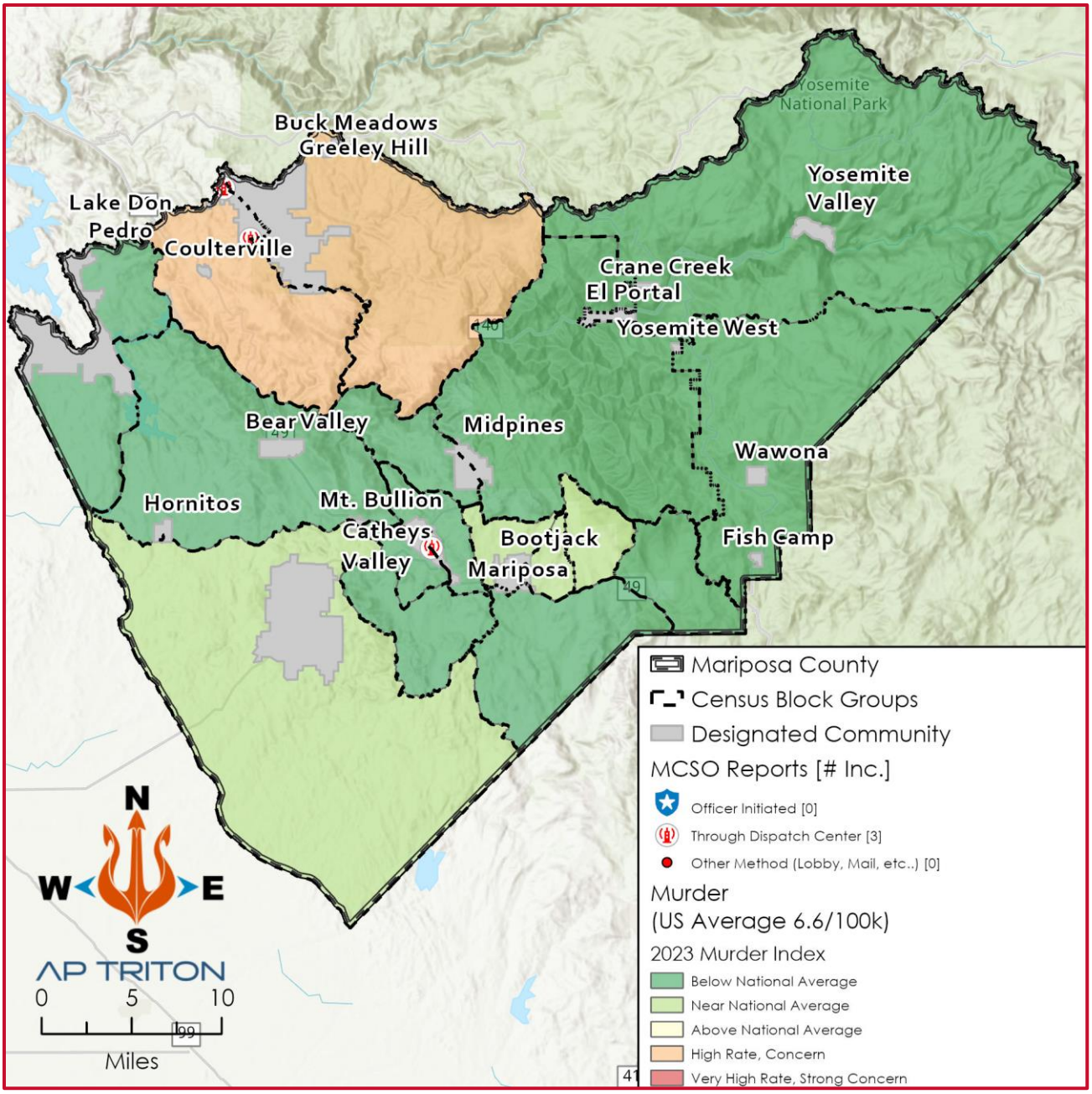
The same layer enrichment and classification methodology separates specific crime locations by subclassifications. Assaults are the most significant volume of criminal activity within the County. The following figure shows the assault incidents with the associated crime index by census block group.

Figure 51: Assault Incidents with Crime Index



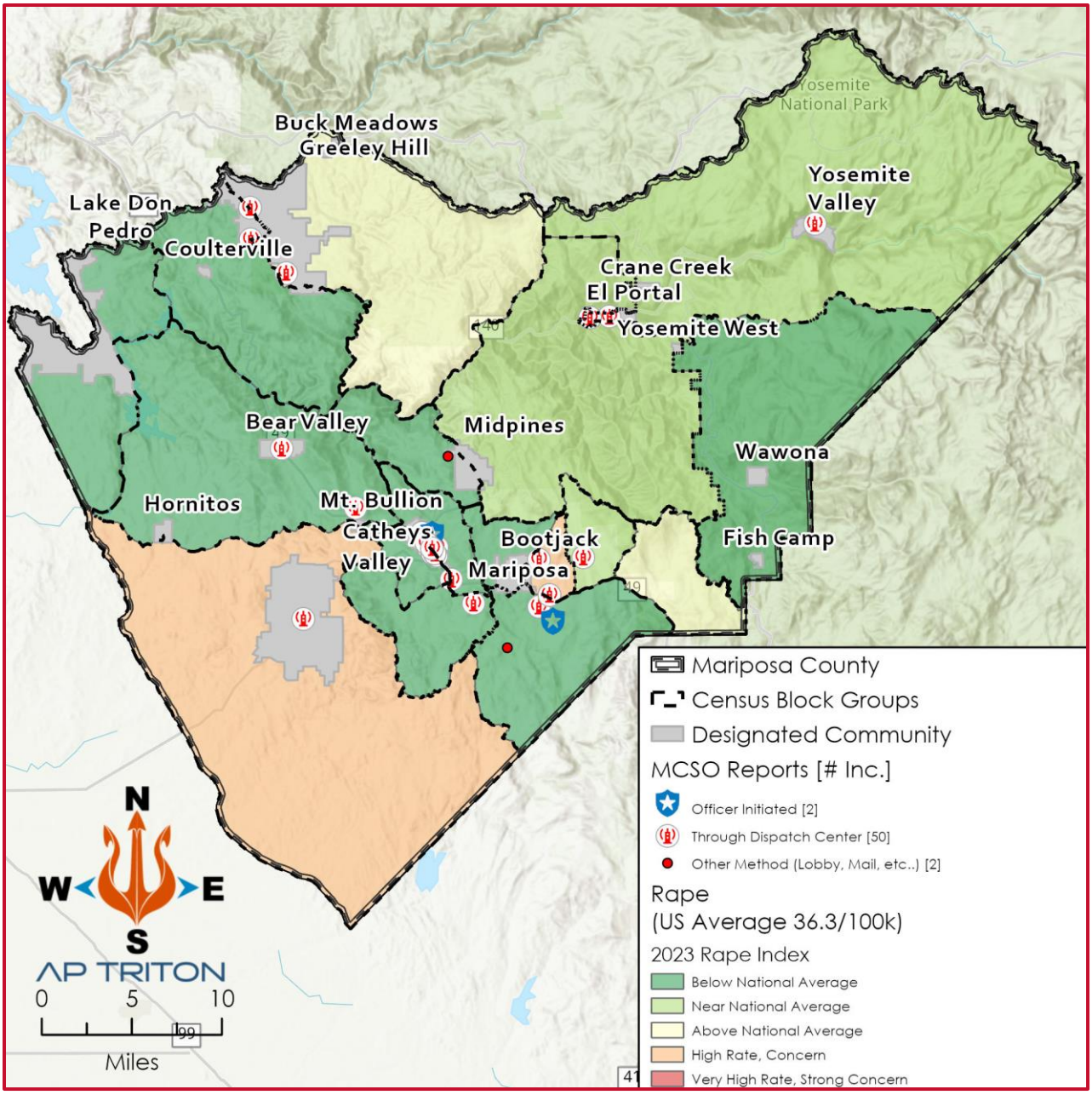
Murder is arguably the most severe crime against a person. Fortunately, the murder rate within the County is low, with only three murders in the recorded CAD event data from 2018 through June of 2023. The following figure shows the murder incidents with the associated crime index by census block group.

Figure 52: Murders with Crime Index



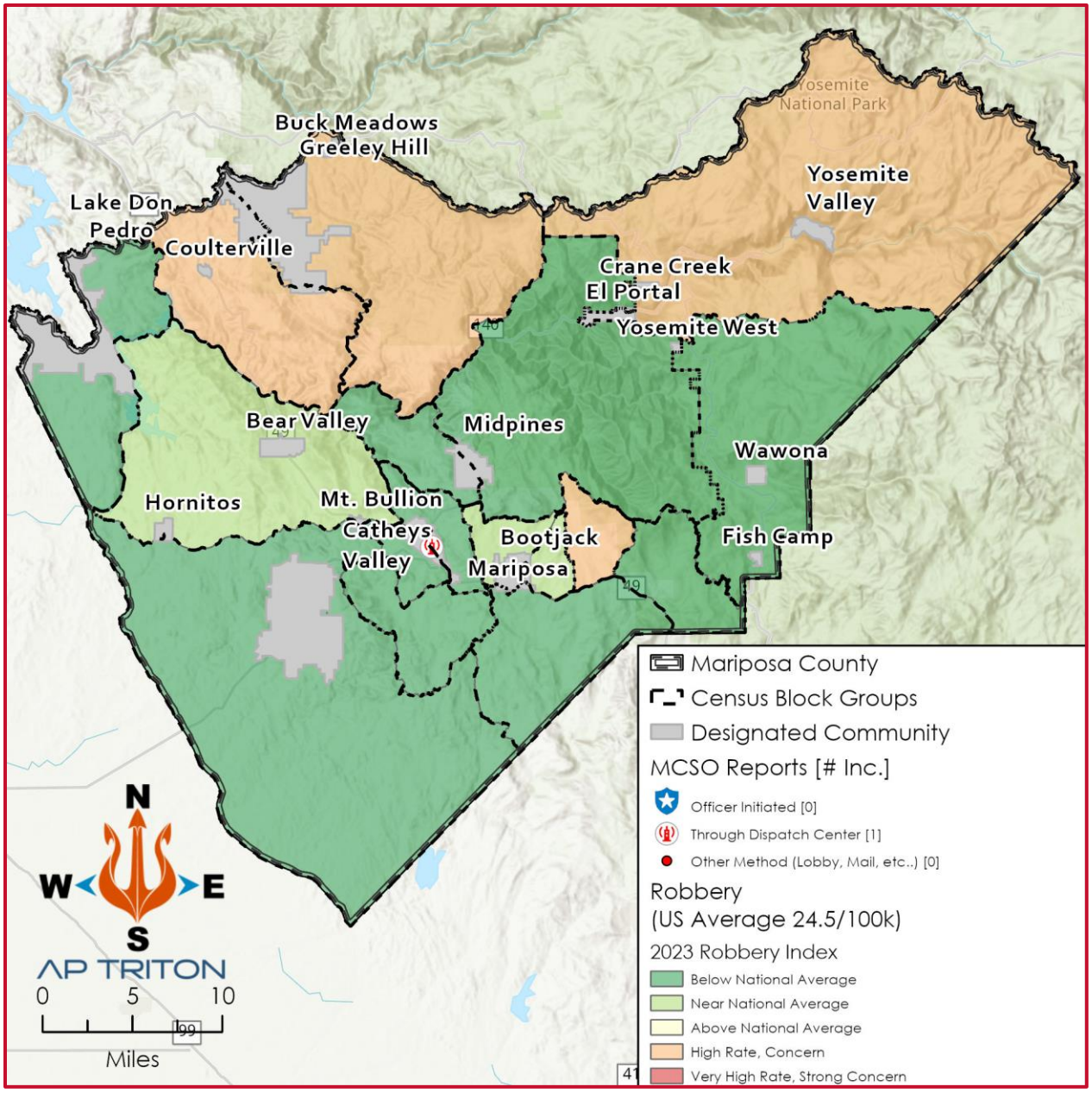
Rape is another serious crime important to track and report with accuracy. While the County had a rape incident rate higher than the national average per 100,000 population, the volume was limited to 54 from January 2018 through June 2023. The following figure shows the rape incidents with the associated crime index by census block group.

Figure 53: Rape Incidents with Crime Index



Robbery is the final category in the FBI statistics for crimes committed against persons. The number of events classified as robbery were low for the County. However, it bears repeating that this is CAD data, and what was dispatched was not necessarily the actual crime that was found on scene. The following figure shows the robbery events in the CAD data with the crime index.

Figure 54: Robbery Incidents with Crime Index

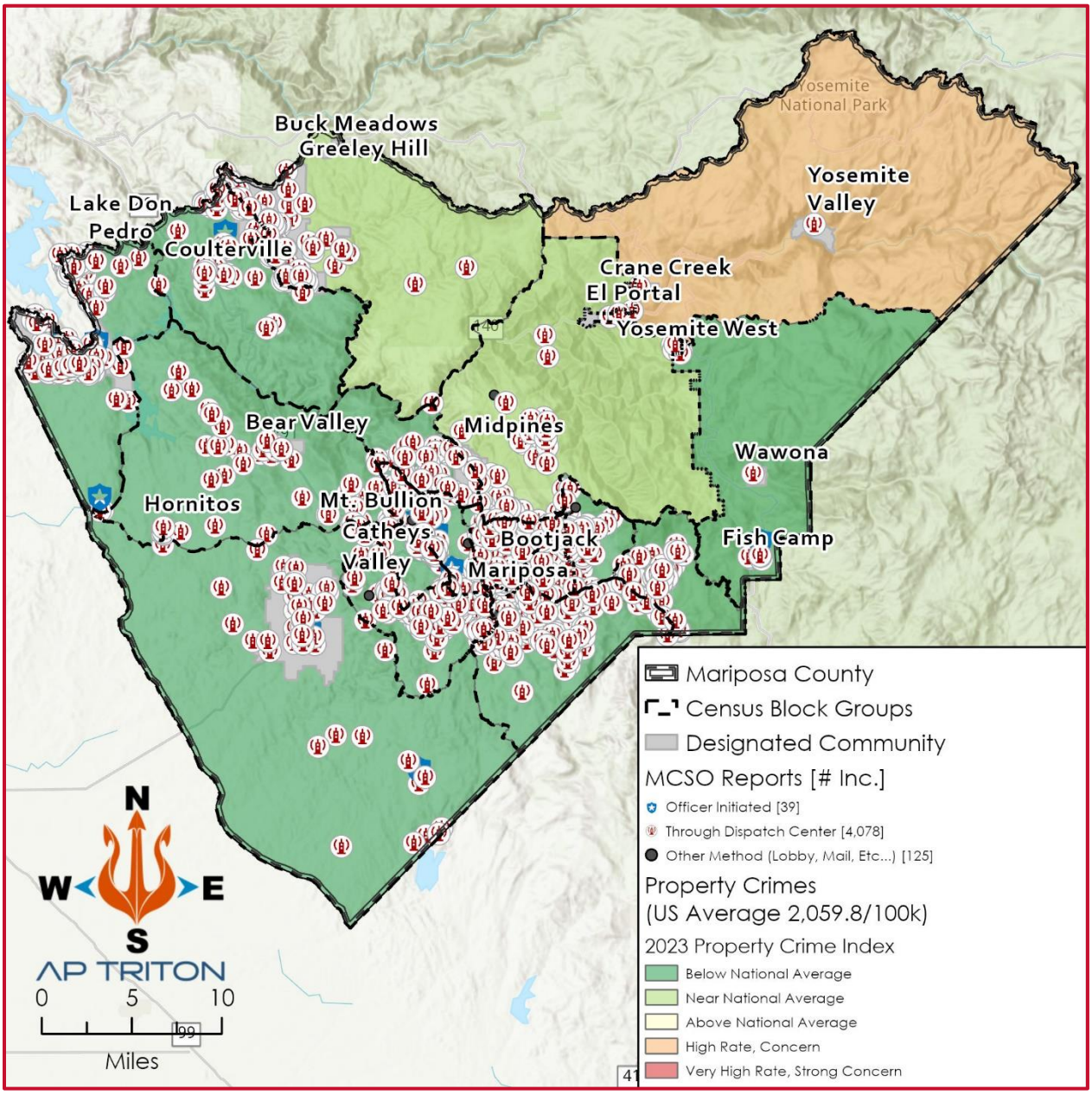


The preceding figures show a limited correlation between the crime index and the actual events. However, since the actual incident volume within the County was restricted, the crime index tool may prove helpful for MCSO.

Property Crimes

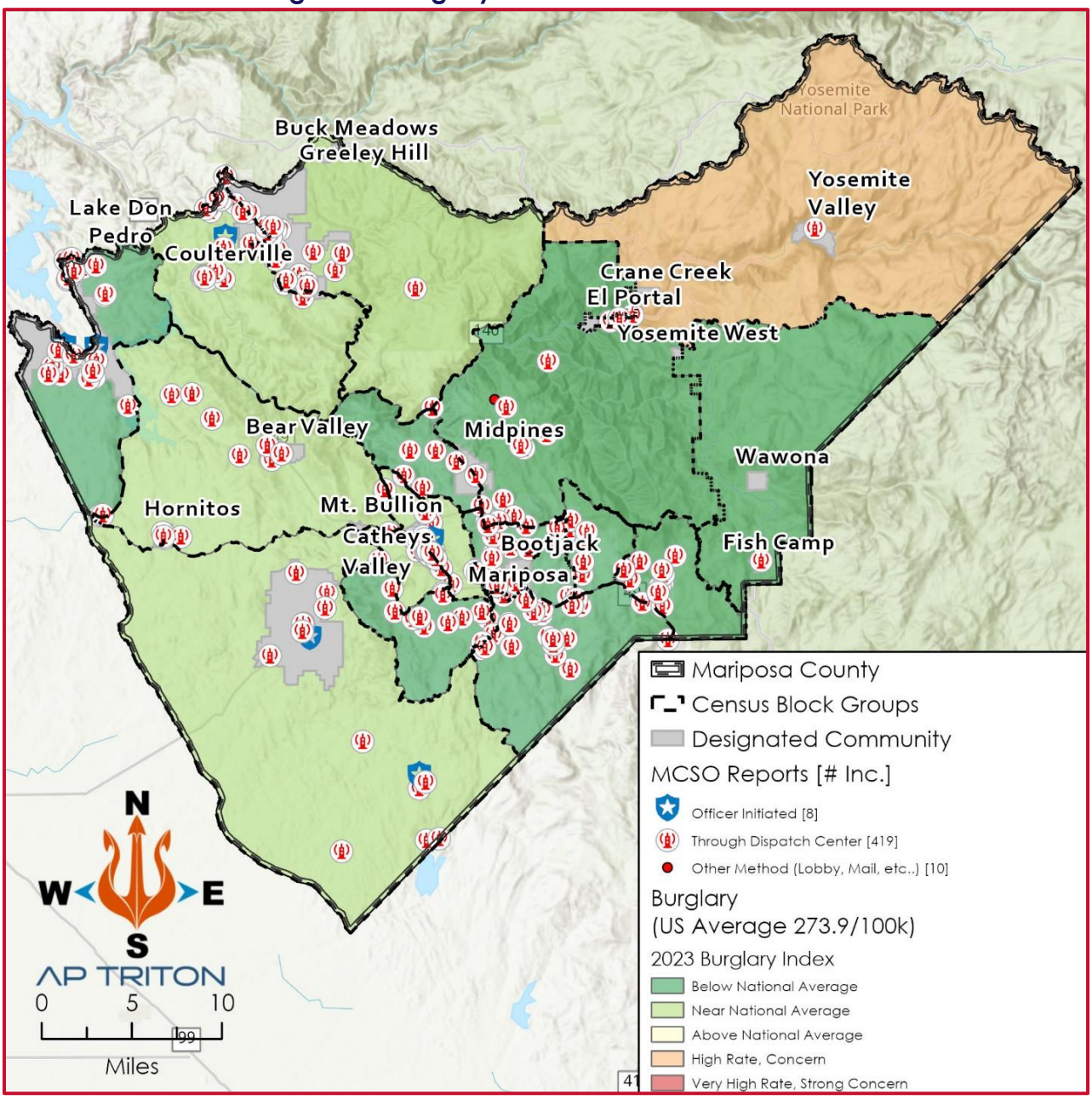
Property crimes are a much more prevalent occurrence for MCSO. The annual average per 100,000 population was double the national average. Again, due to the limited number of incidents, the small population, and the high number of visitors to the County, the correlation between the crime index and actual incidents was not strong. The following figure shows the crimes against property with the associated crime index.

Figure 55: Crimes Against Property with Crime Index



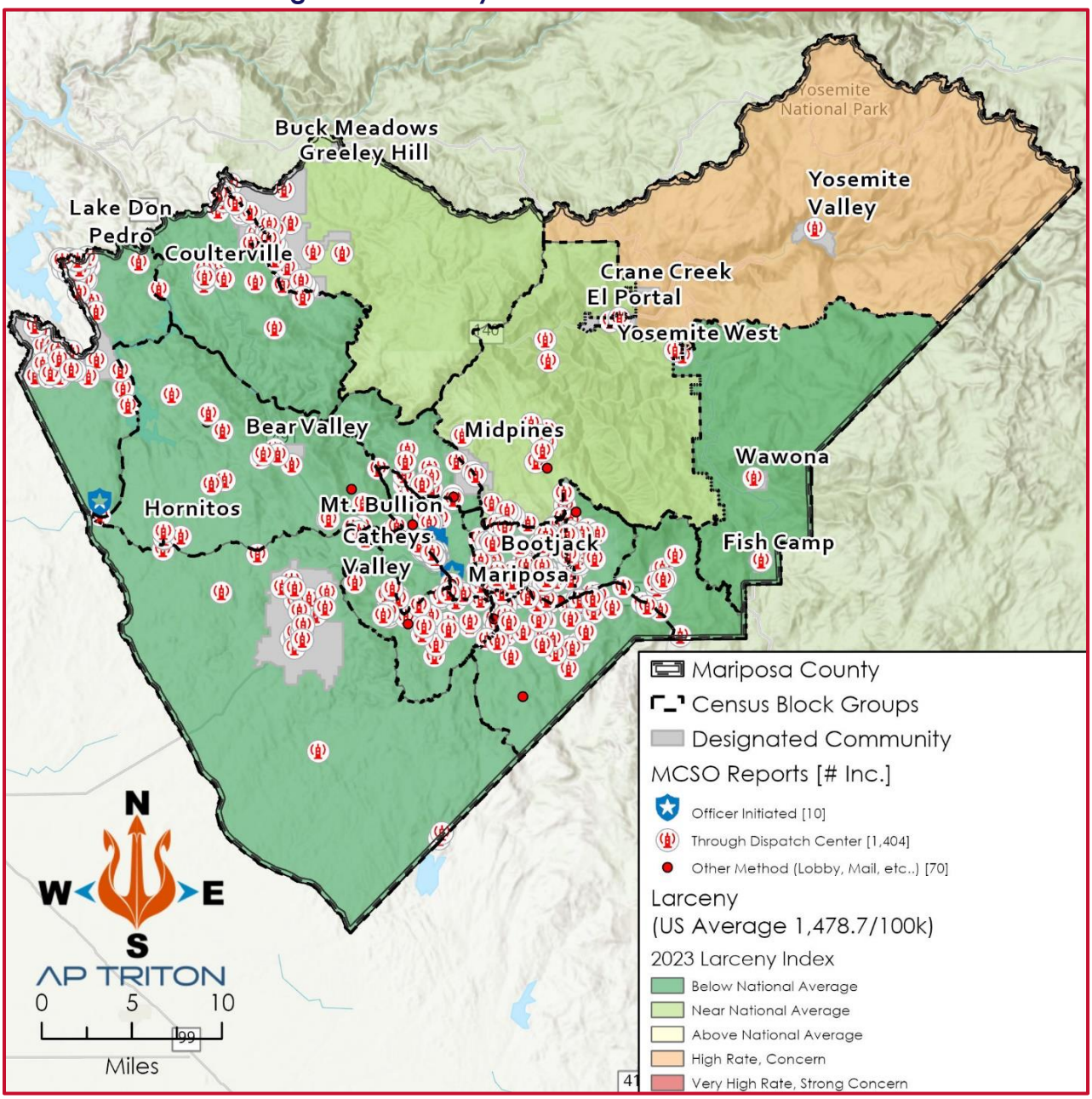
The FBI further separates property crimes into burglary, larceny, and stolen vehicles. The following figure shows the burglary incidents with the associated crime index by census block group.

Figure 56: Burglary Incidents with Crime Index



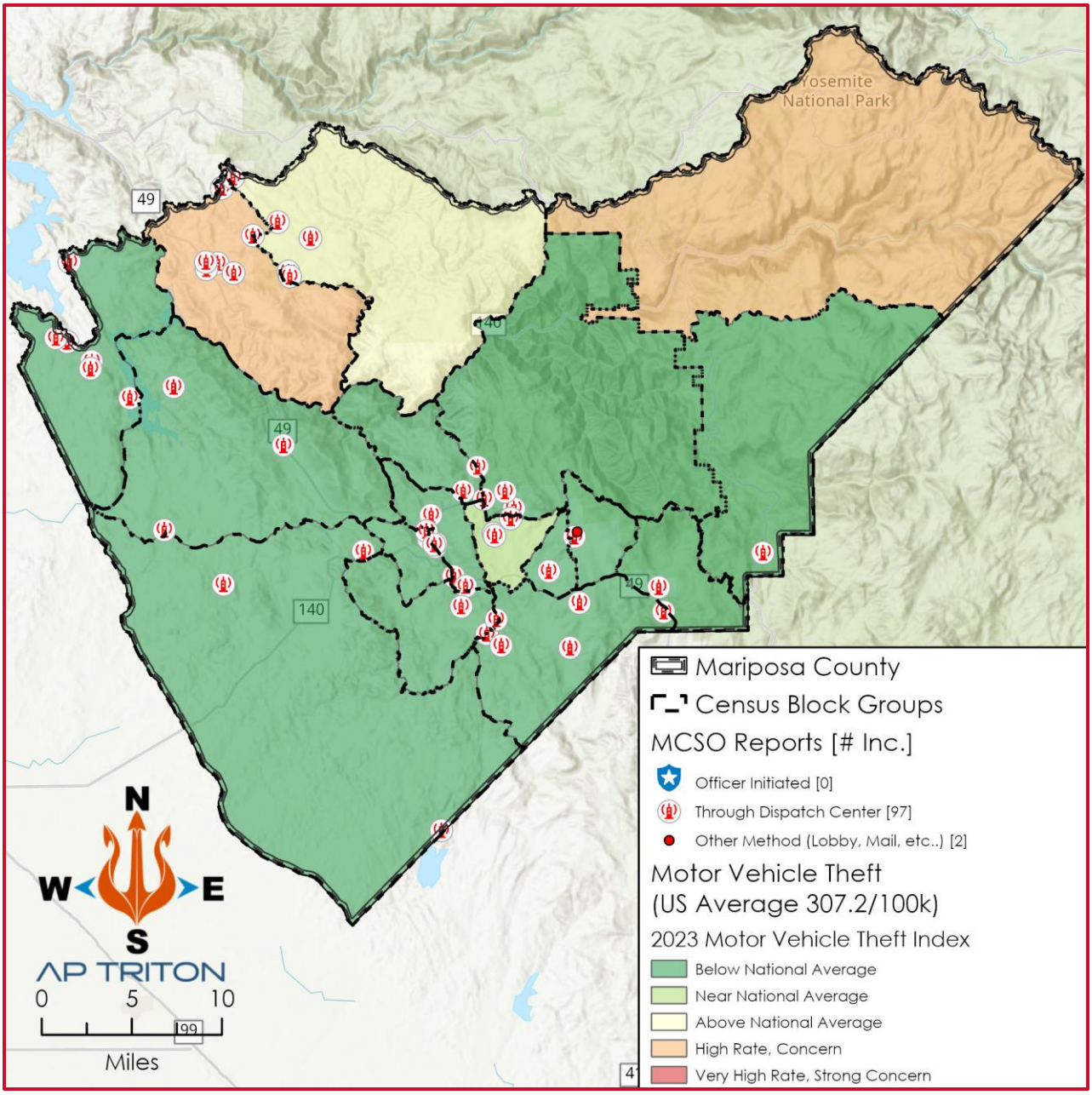
The following figure shows the larceny incidents with the associated crime index by census block group.

Figure 57: Larceny Incidents with Crime Index



The final category in the FBI statistics grouping is vehicle theft. The following figure shows the reported vehicle theft incidents with the associated crime index by census block group.

Figure 58: Vehicle Theft Incidents with Crime Index



One final observation regarding the crime locations and different classifications was the method of reporting. For the overall enforcement category, which includes traffic incidents, the percentage of officer-initiated events was just over 50%. However, officer-initiated events accounted for less than 1% of the criminal types of incidents. Whether this was a function of patrol location or dispatch classification was unclear.

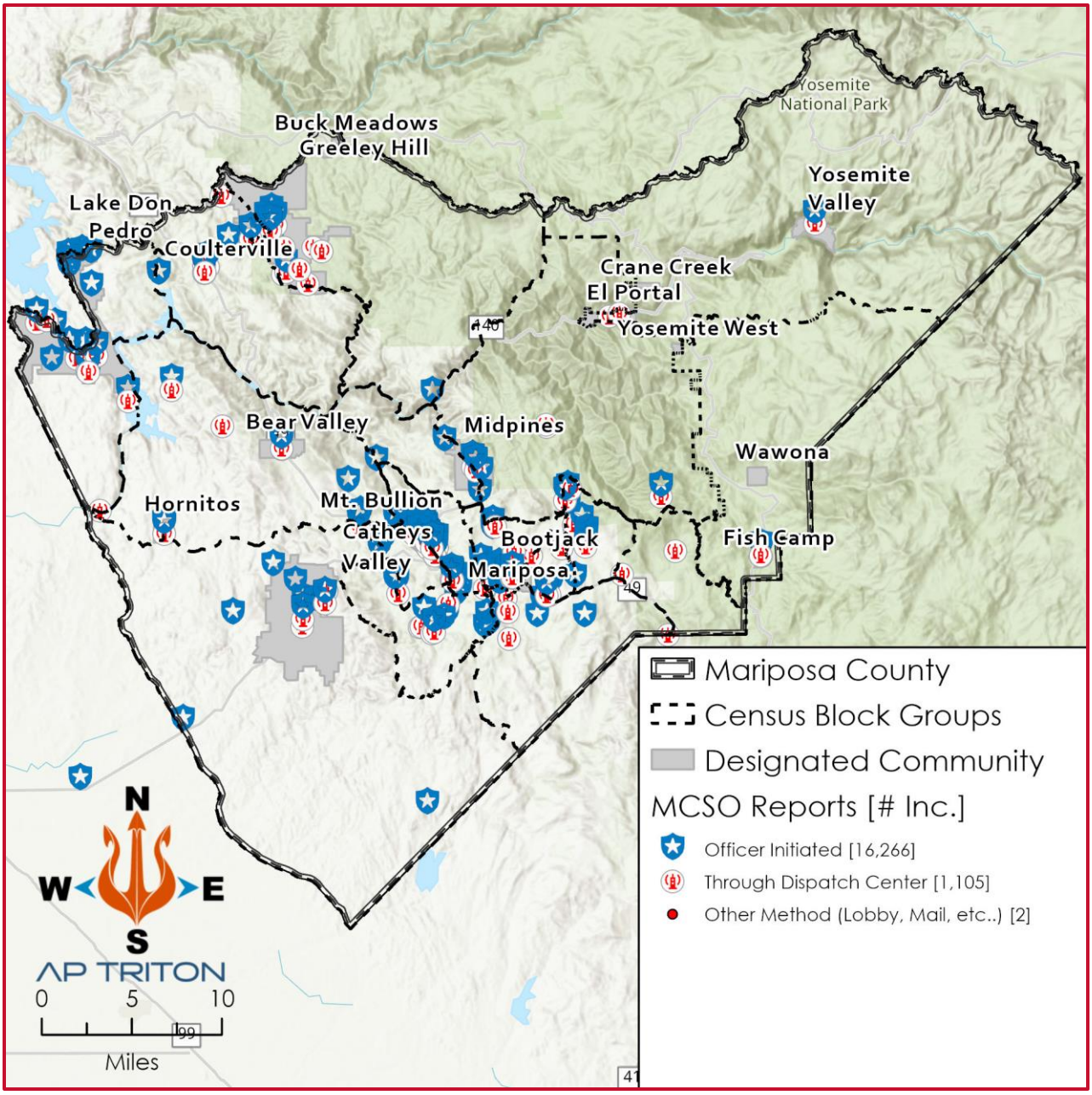
Other Enforcement

Other enforcement activities included all incidents, other than crimes, tracked by federal statistics and accounted for 89% of enforcement activities by MCSO. This included traffic, local statutory laws and ordinances, suspicious situation observations and reports, and civil or other law enforcement activities. It is important to note that this does not include general assistance events/calls. Traffic was the largest category of other enforcement activities, accounting for 30% of all enforcement activities. While officer-initiated crime reports are less than 1%, traffic responses are over 93% officer-initiated. The following figure shows traffic enforcement by location.

Recommendation:

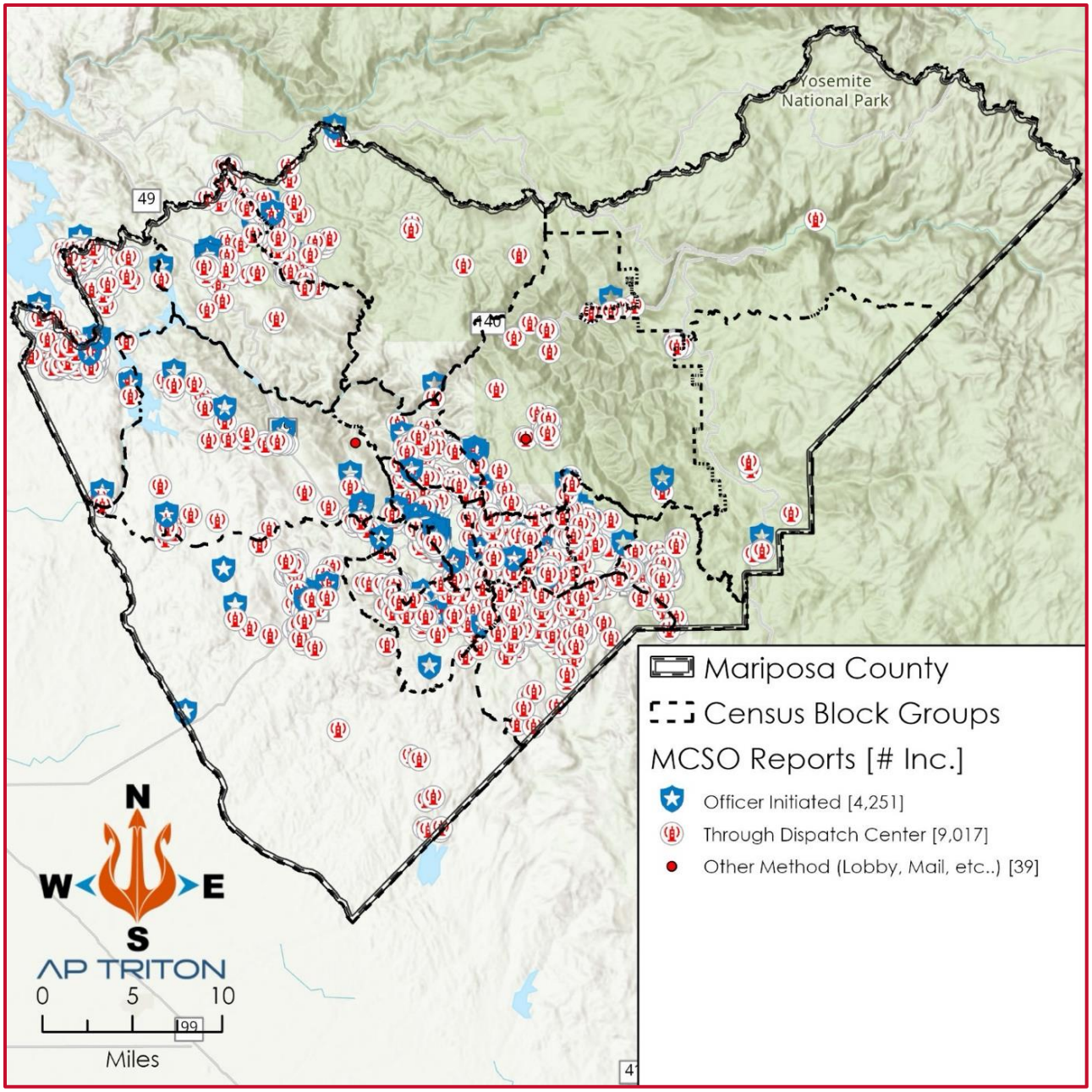
MCSO's self-initiated Deputy activity is heavily consumed by traffic enforcement. Although traffic enforcement is important to roadway safety, MCSO should consider emphasizing community policing contacts and efforts. This emphasis could occur through changes to expected cultural norms via mentoring and monitoring of line-level personnel by supervisors or through structural changes in assignments, such as creating a community policing assignment.

Figure 59: Traffic Enforcement by Location and Reporting Method (2018–2023)



The second largest category in other enforcement was reports and investigations of suspicious activity. This included reports of prowlers, subject checks, suspicious issues, vehicle checks, and 9-1-1 hang-ups or open lines. These incidents accounted for 23% of the enforcement work and only 32% were officer initiated. The following figure shows suspicious activity by location.

Figure 60: Suspicious Activity Events by Location and Reporting Method (2018–2023)



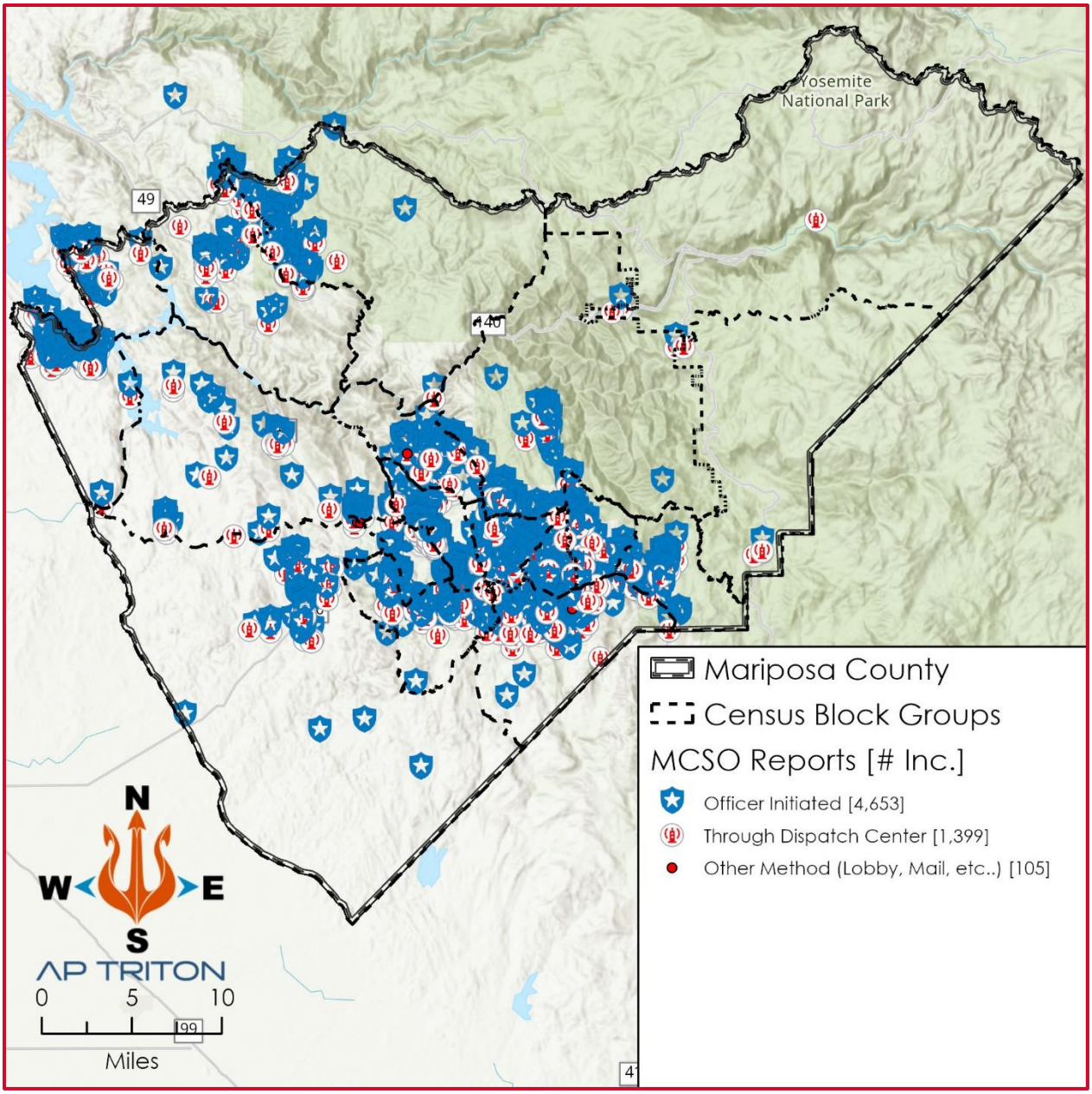
The next classification selected for study was enforcement incidents, including follow-up investigations to other reports. Because incidents are not part of an overall incident reporting system, it is impossible to tell which type of initial incident these investigations may have been associated with. This evaluation only looked at the CAD data classified as a follow-up, accounting for 11% of the enforcement activity collected.

Not unexpected is that officer-initiated actions accounted for 76% of these events. The following figure shows investigations and follow-up events in the CAD by location.

It is industry best practice to have follow-up and investigations clearly tied in both CAD and report data to the originating call and report number. This provides for an easier and more holistic event review and understanding of total resources utilized to bring resolution to an event. To this end, many law enforcement agencies have changed to using the unique CAD number as the case/report number as well, making tracking of the entirety of an incident and all associated activity much easier.

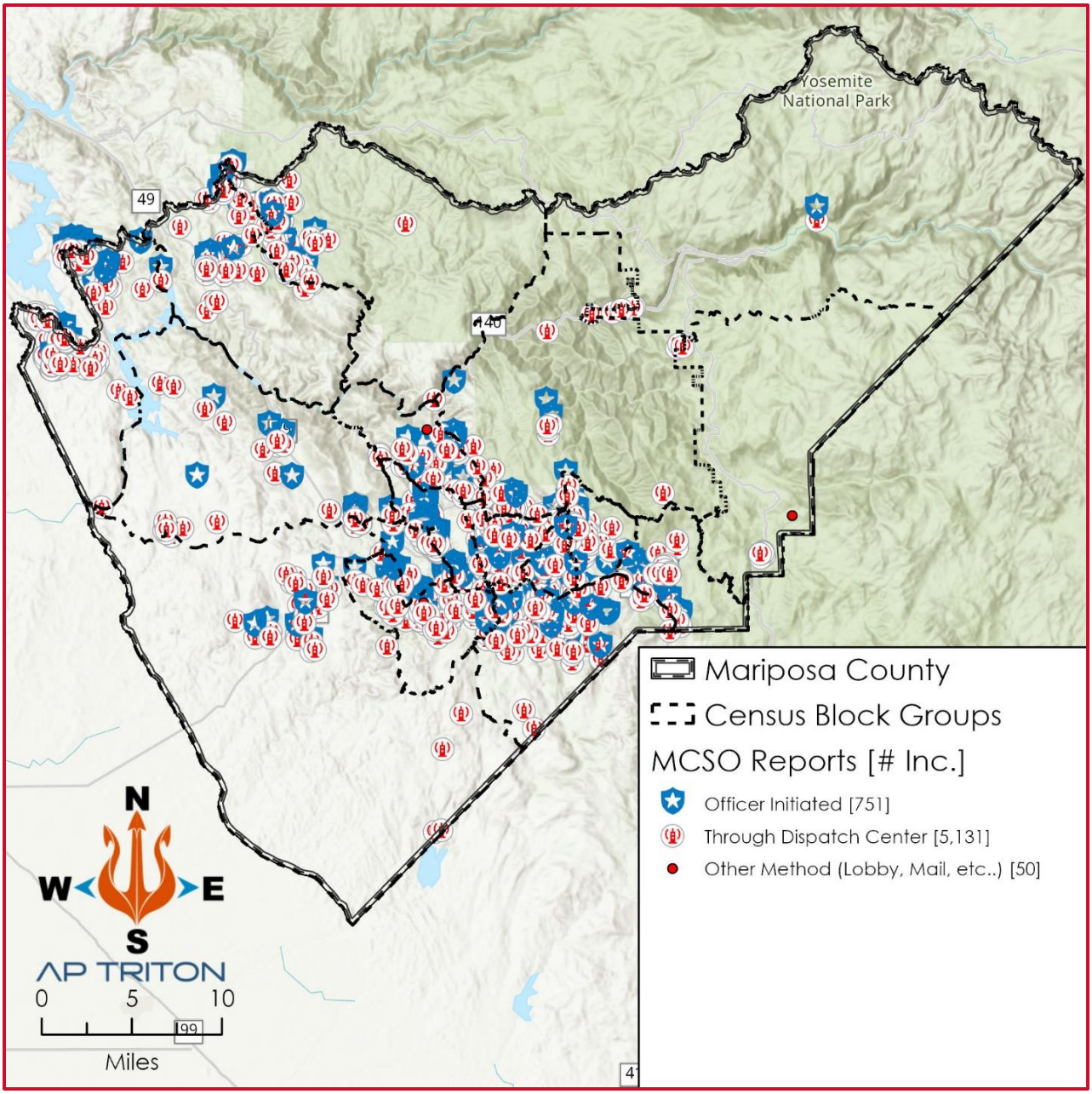
Recommendation:
MCSO must adopt a practice of requiring personnel to connect CAD and report data to the call and report of origin.

Figure 61: Investigation & Follow-up by Location and Reporting Method (2018–2023)



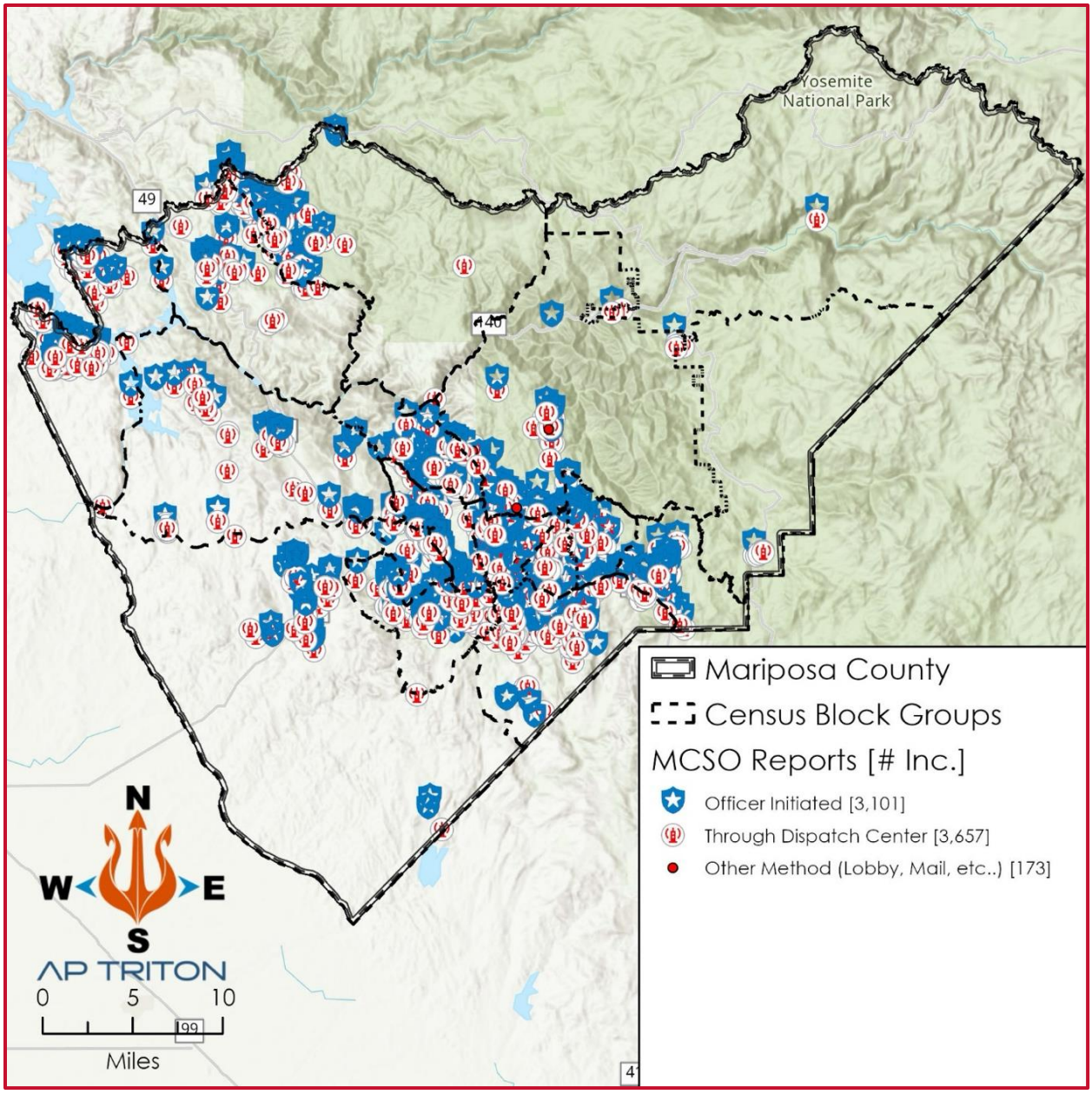
The next category of enforcement activities was statutory complaints. These included local laws and ordinances enforcement, such as health and safety violations, public intoxication, violation of court orders, and disturbance calls for service. These incidents accounted for 10% of enforcement activity and were primarily reported by citizens, with only 13% of these incidents initiated by officers. Statutory and criminal enforcement statistical evaluations were very similar. The following figure shows local statute enforcement by location and report method.

Figure 62: Local Statute Enforcement by Location & Reporting Method (2018–2023)



The final 12% of events categorized as enforcement included all other activities. These included civil matters and disputes, repossessions, and other officer-initiated activities. About half, or 45%, of these events were initiated by officers. The following figure shows all other enforcement activities by location.

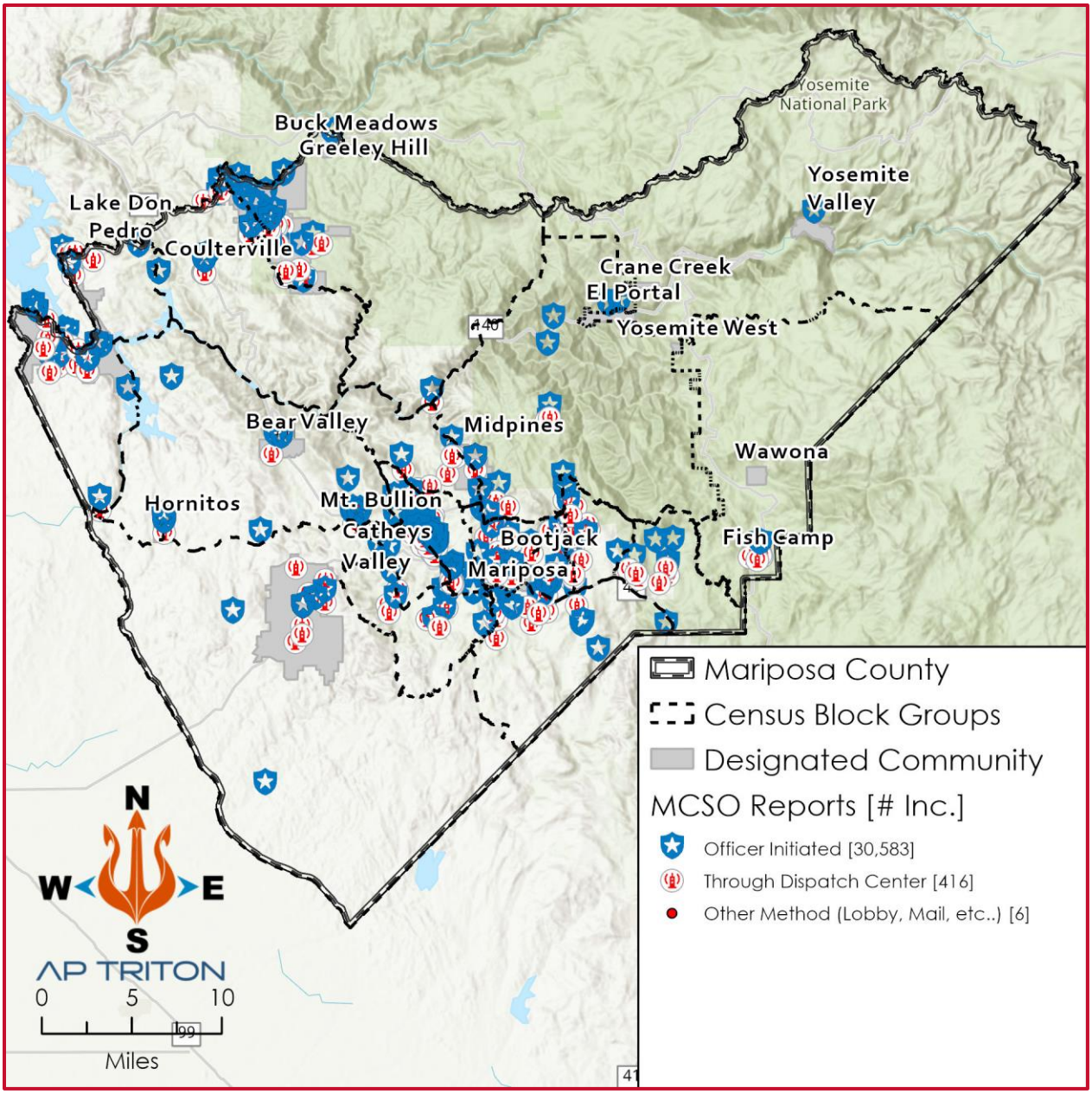
Figure 63: Other Enforcement by Location and Reporting Method (2018–2023)



Prevention Activities

In the data provided, anything listed as an event, extra and foot patrols, or a building or business check was classified as a prevention activity. While prevention activities almost certainly take up more of a Deputy's day than other incidents, only prevention activity events were included in the dispatch data. While enforcement events accounted for 43% of all events in the CAD data, prevention accounted for 23%. These events were also over 98% officer-initiated activities. The following figure shows all prevention activities by location.

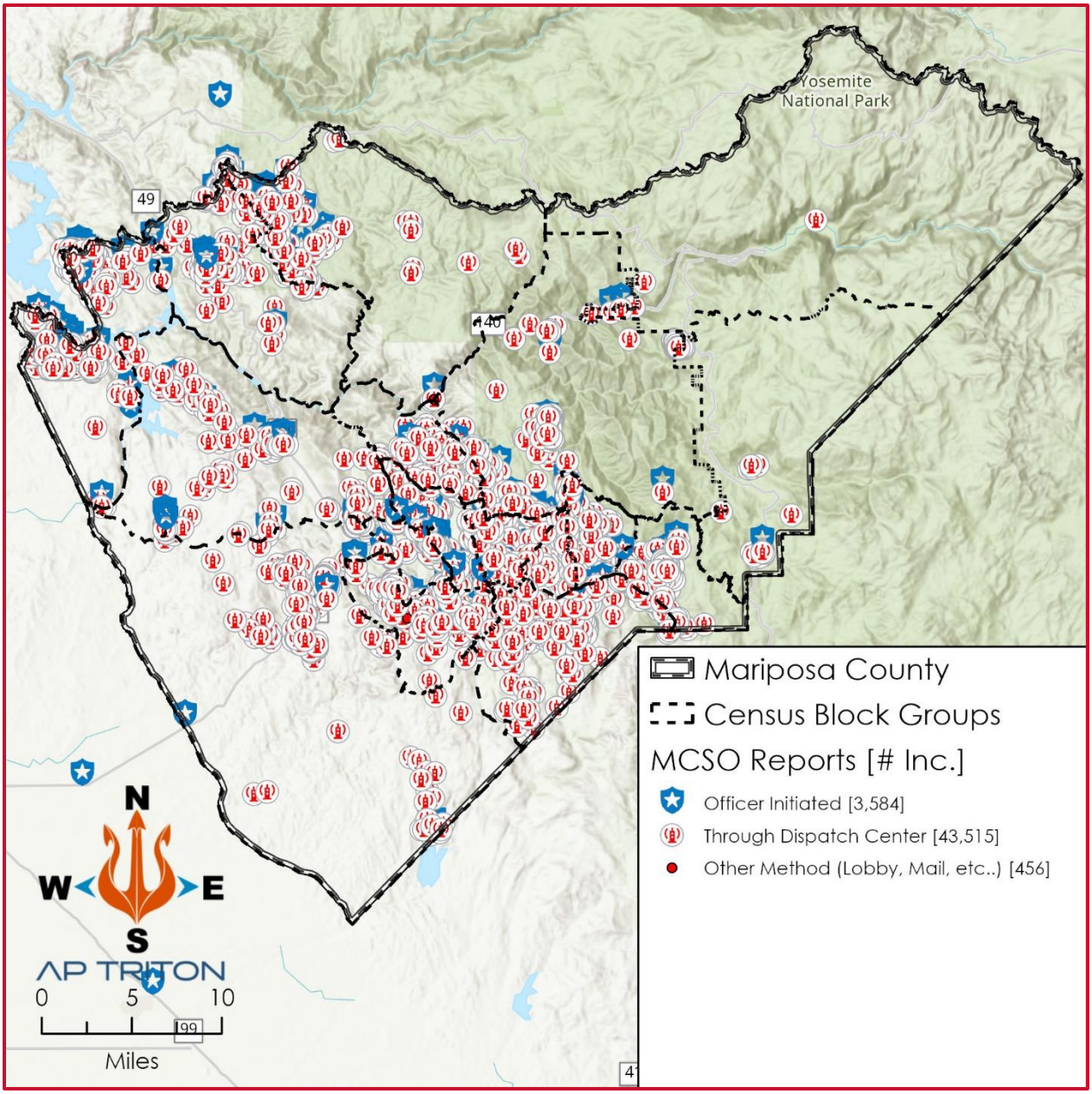
Figure 64: Prevention by Location and Reporting Method (2018–2023)



General Assistance

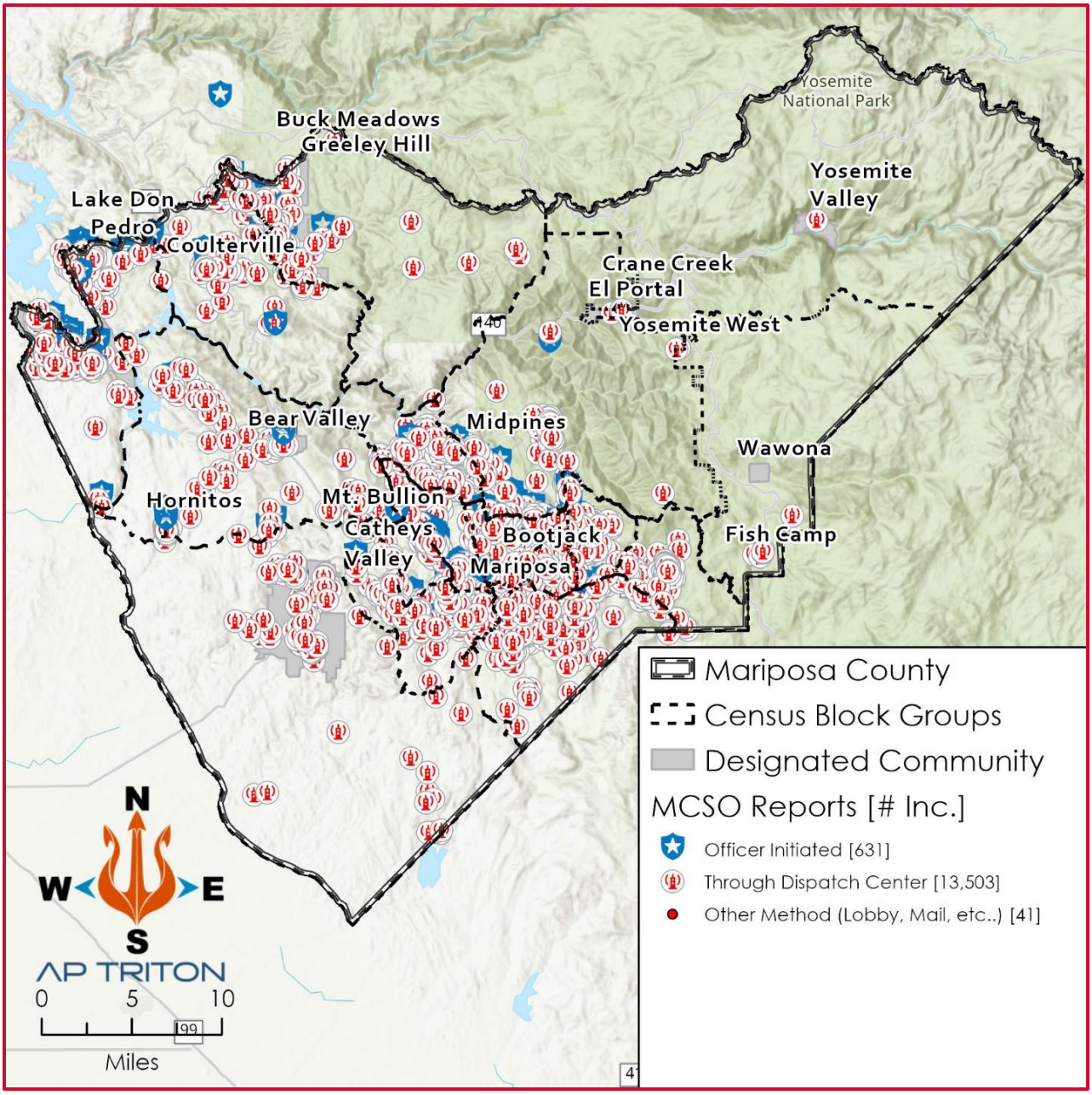
General assistance incidents occurred when a Deputy was requested or noticed something that needed to be accomplished. These incidents included disabled vehicles; assisting other agencies or departments; ambulance requests; property found, lost, or in need of destruction; and other incidents of similar natures. These events also included animal control issues. These incidents accounted for 35% of the events in the CAD data. The following figure shows all general assistance activities by location.

Figure 65: Assistance by Location & Reporting Method (2018–2023)



Because MCSO maintains its own animal control section within the Community Services Bureau, it was prudent to look at these events independently. Animal control issues accounted for 11% of total events captured in the CAD data. The data did not indicate when the animal control section was busy, and almost 70% of these events did not include a unit assignment. This will be explored more fully in a later section. The following figure shows all animal control events within the data by location.

Figure 66: Animal Control by Location & Reporting Method (2018–2023)



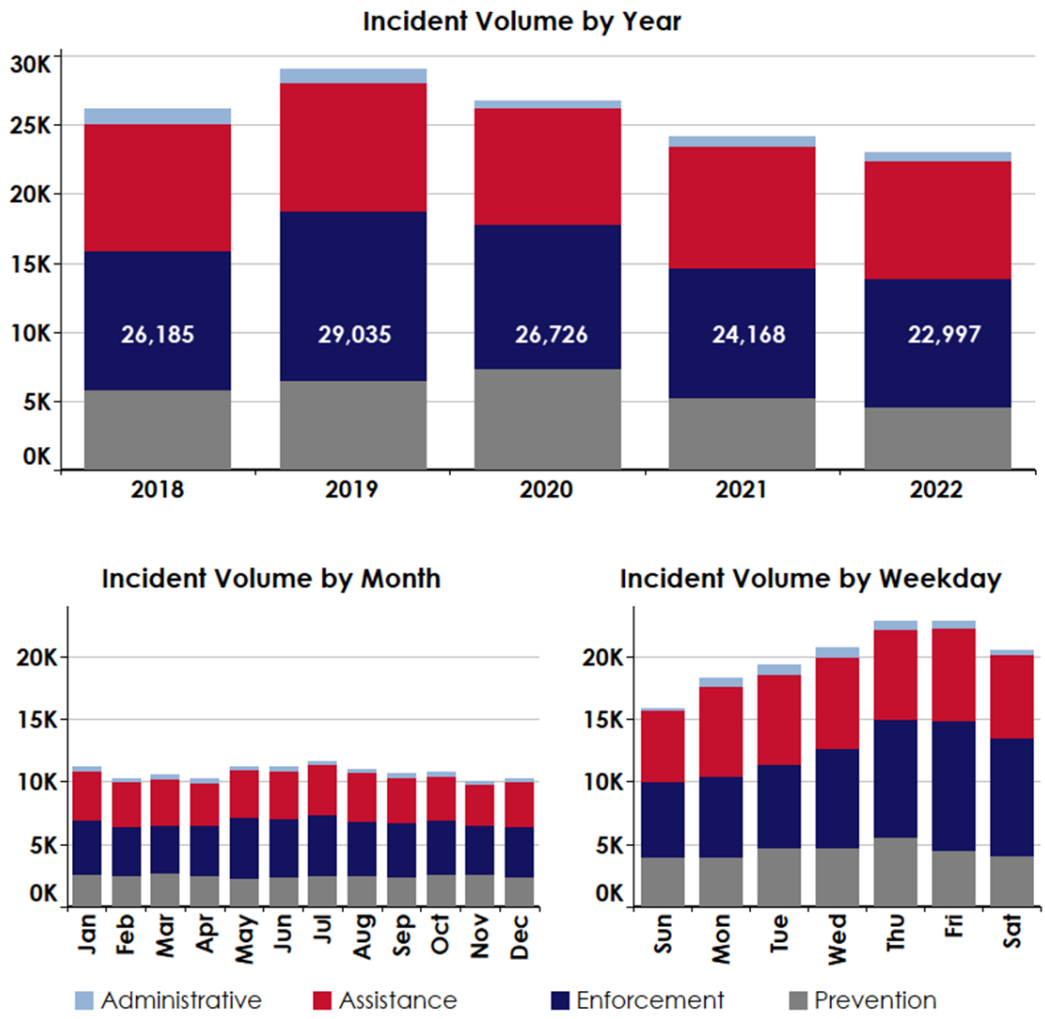
CAD Event Temporal Analysis

Analyzing event volume by month, day of the week, and hour of day is valuable when attempting to schedule events or add staffing. Additionally, analysis by month may reveal seasonality for service demand. At the same time, days and hours analyses may indicate the population movement and activities throughout the course of days and weeks.

However, the partial-year 2023 data was removed from the annual and monthly volume analysis since it would skew the data. Including it would have inflated the January through June counts and maid annual trendspotting more difficult. The following figure shows the incident volume by year, month, and day of the week.

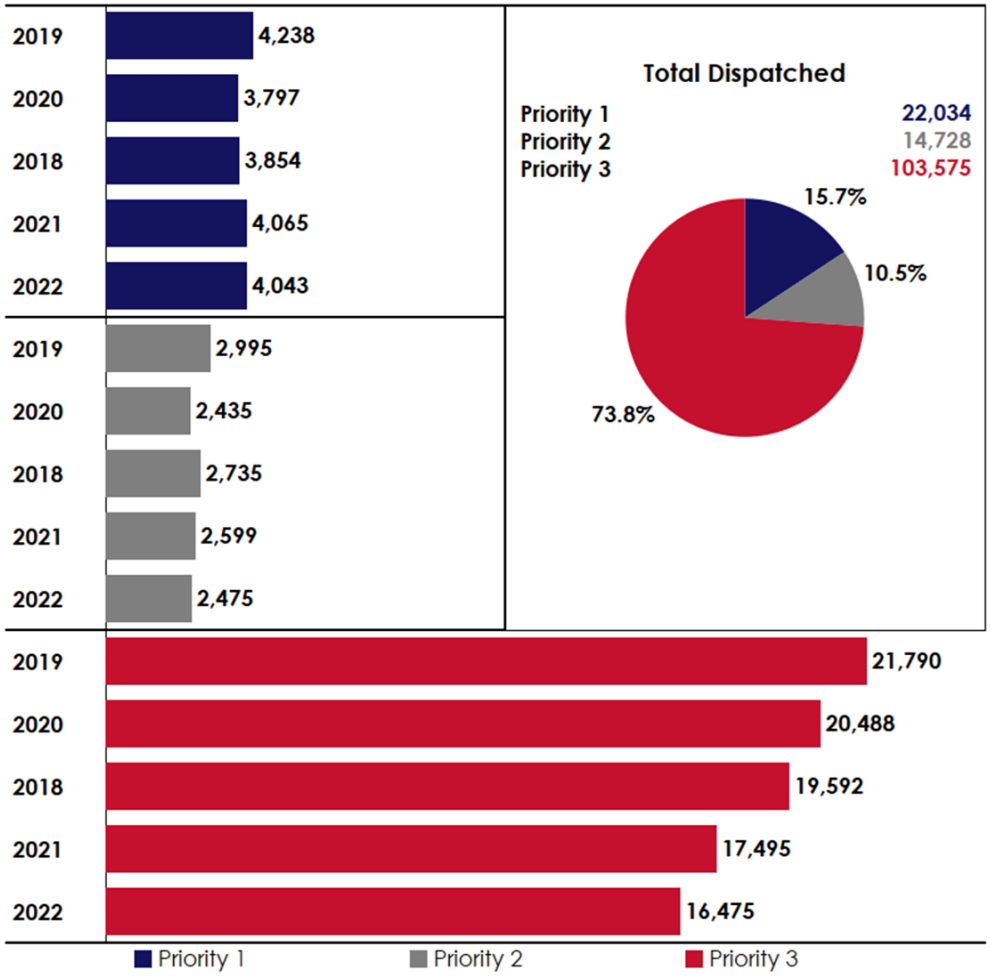
Since this analysis was primarily based on CAD data, it was essential to understand the potential seriousness of incidents. To accomplish this grouping, the priority of incidents was utilized. Dispatch prioritizes incidents based on their volatility. Priority 1 incidents were dispatched rapidly and included some more severe incidents. Priority 2 incidents were those incidents that needed rapid attention but were not necessarily emergency situations. Priority 3 incidents did not require an immediate response.

Figure 67: Year, Month, & Weekday Volume (2018–2022)



Another way to evaluate the volume was the total incidents handled by the Communications Unit. This evaluation could help analyze the priority of the incidents. Almost 74% of all events were classified as Priority 3 or a low-priority event. Priority 1 incidents accounted for approximately 16%, while Priority 2 incidents comprised roughly 11%. The following figure shows event volume by priority.

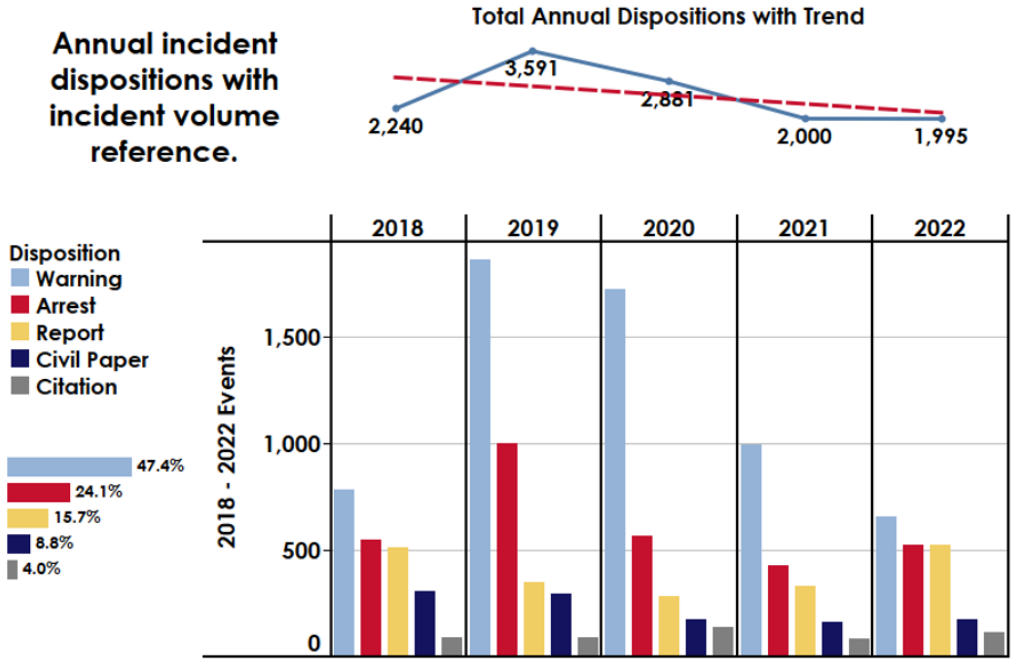
Figure 68: Annual Dispatch Volume by Priority (2018–2022)



Temporal analysis does provide some useful trending information. For example, event volumes were decreasing annually after a high in 2019. This may have been due to the impacts of the COVID-19 pandemic, as identified earlier in this section. In addition, the monthly variation did not indicate a significant seasonality, but shows lower rates in November and December. The weekday analysis clearly showed a higher volume of events during the end of the week. Still, the actual weekend days were not the highest call volume days.

Another trend evident in the annual volume was a decrease in specific enforcement dispositions. Citations remained consistent, and incidents resulting in a report were rising. However, arrests, citations, and civil paperwork were lower than in 2019. This may also have been a result from the COVID-19 pandemic, as previously discussed. The following figure shows the annual event volume in the enforcement category and classes and the yearly arrests, citations, report warnings, and civil paperwork rates.

Figure 69: Enforcement Volume by Class & Action (2018–2022)

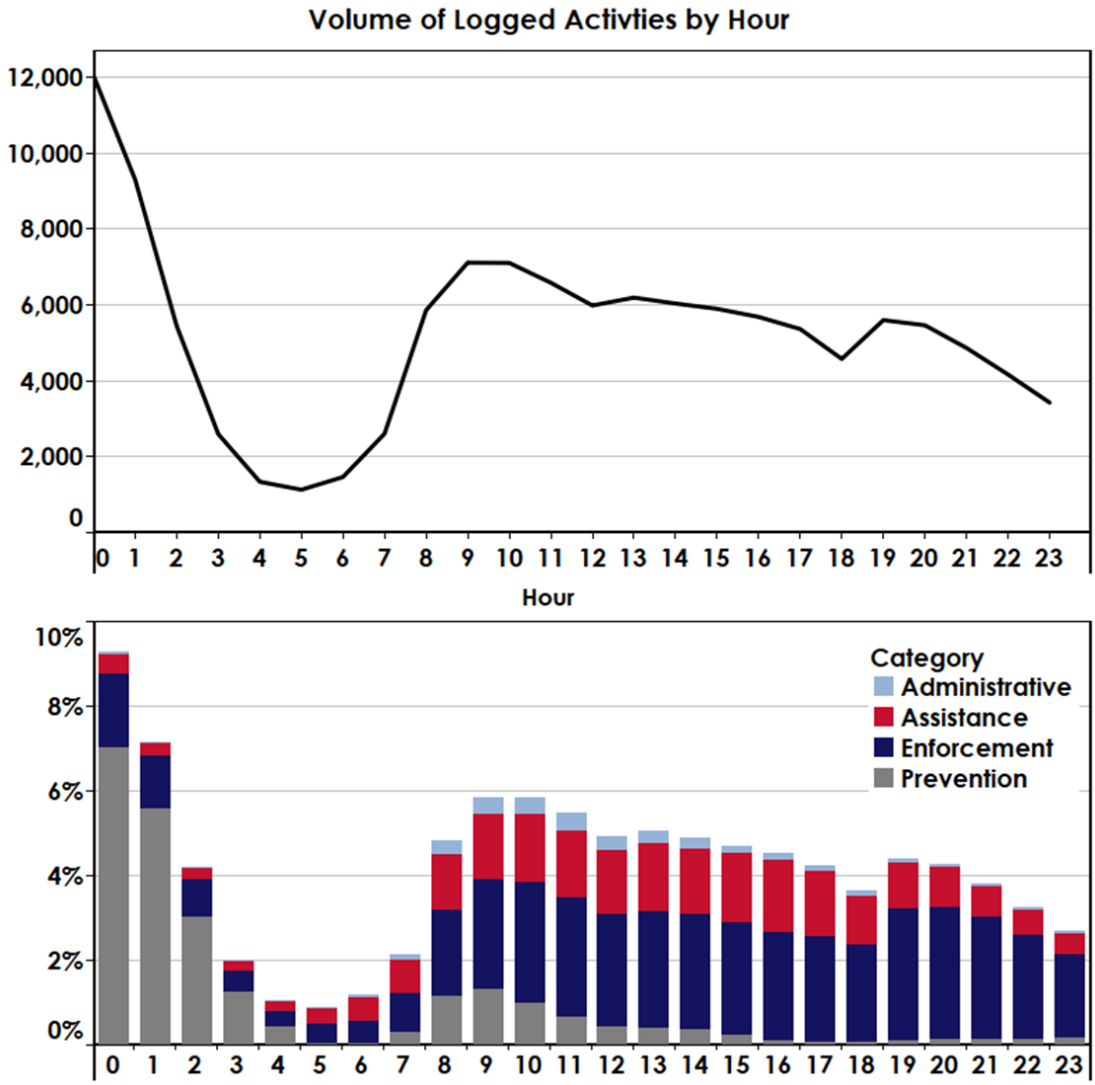


	Total	2018	2019	2020	2021	2022
Property Crimes	3,872	817	685	699	811	860
Other Enforcement	45,875	8,953	11,272	9,381	8,252	8,017
Crimes Against Persons	1,645	319	321	328	335	342
Annual Total	**51,392**	**10,089**	**12,278**	**10,408**	**9,398**	**9,219**

Another analytic dimension was to evaluate call volume by hour of the day. For example, in most systems, law enforcement activity is distributed unequally throughout the day. The daytime hours are typically more active than the evening, night, and early morning hours. The driving force behind this phenomenon is likely that people are awake, moving around, and engaging with other people more in daytime hours.

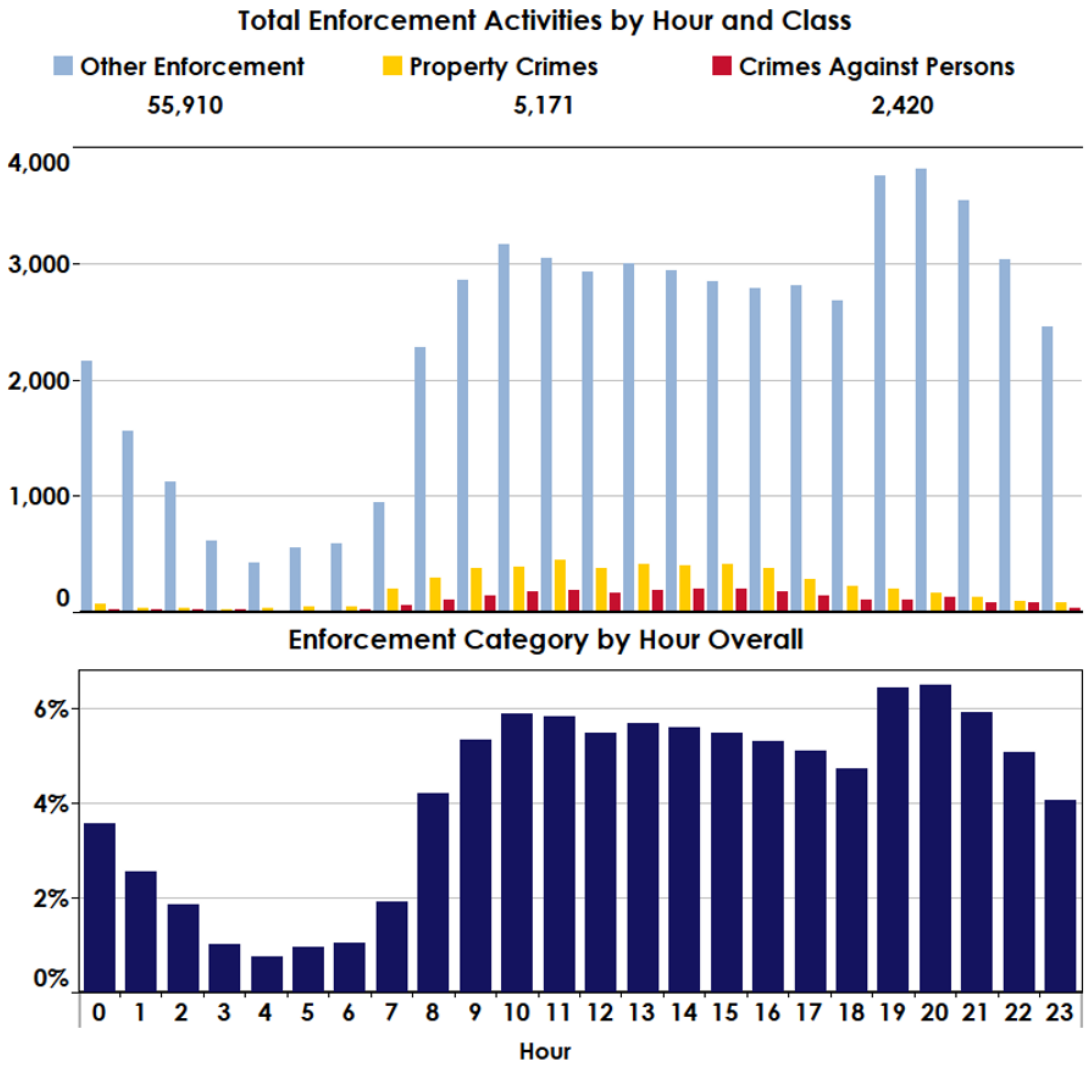
The following figure indicates that MCSO Deputies increased prevention activities from midnight to approximately 5:00 AM. In addition, overall volume dipped dramatically between 4:00 AM and 6:00 AM, with a general increase in assistance and enforcement from 8:00 AM to 10:00 PM. The following figure shows all CAD-captured activity by hour.

Figure 70: Hourly Activity Rates (2018–2023)



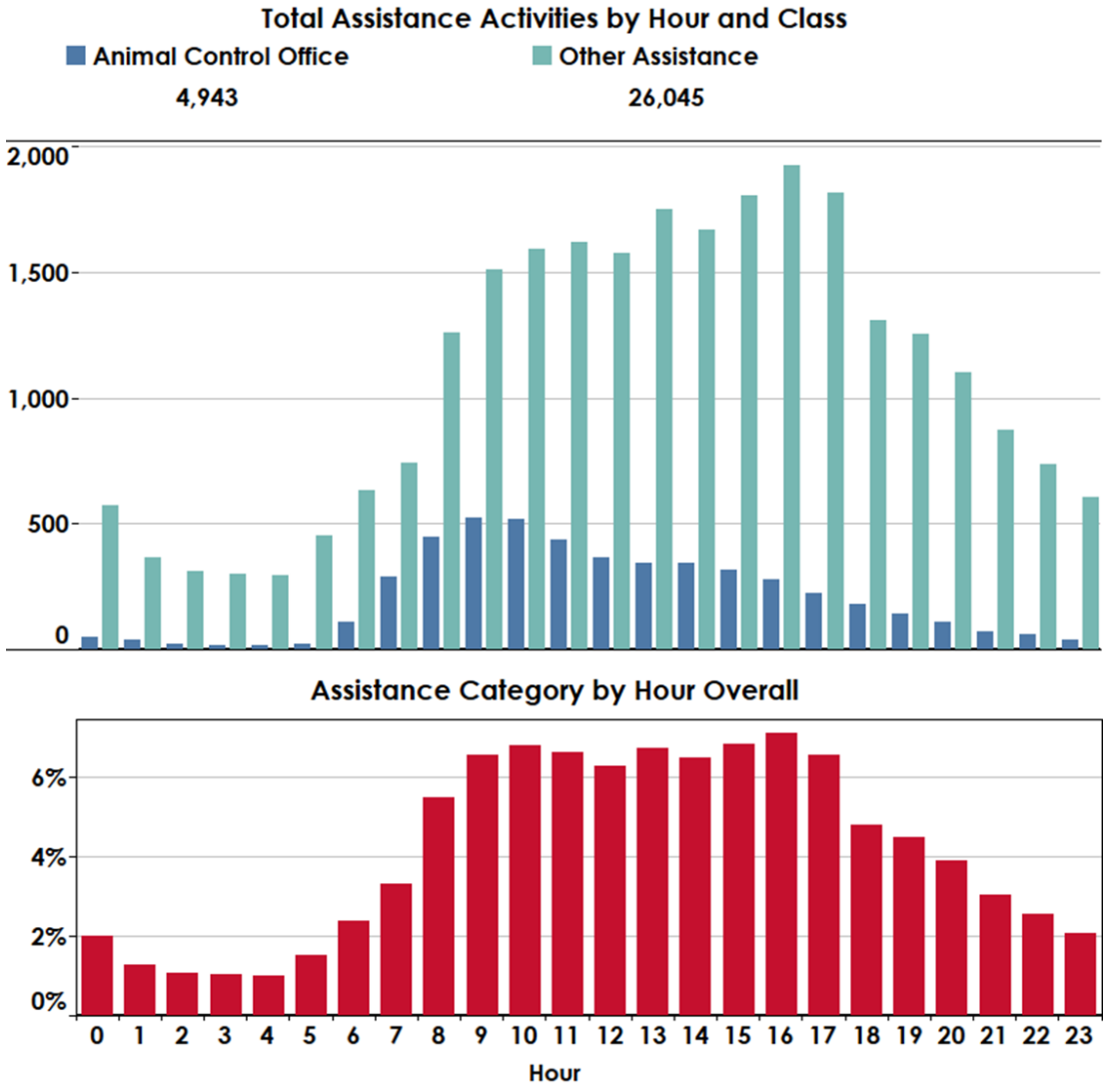
Enforcement activities remained relatively consistent throughout the day, with a decrease beginning after midnight and picking back up to average levels at about 8:00 AM. Most of the event volume was driven by other enforcement activities. However, crimes against persons and property also increased after 8:00 AM. The following figure shows the detailed hourly events for enforcement activities.

Figure 71: Hourly Activity Rates for Enforcement (2018–2023)



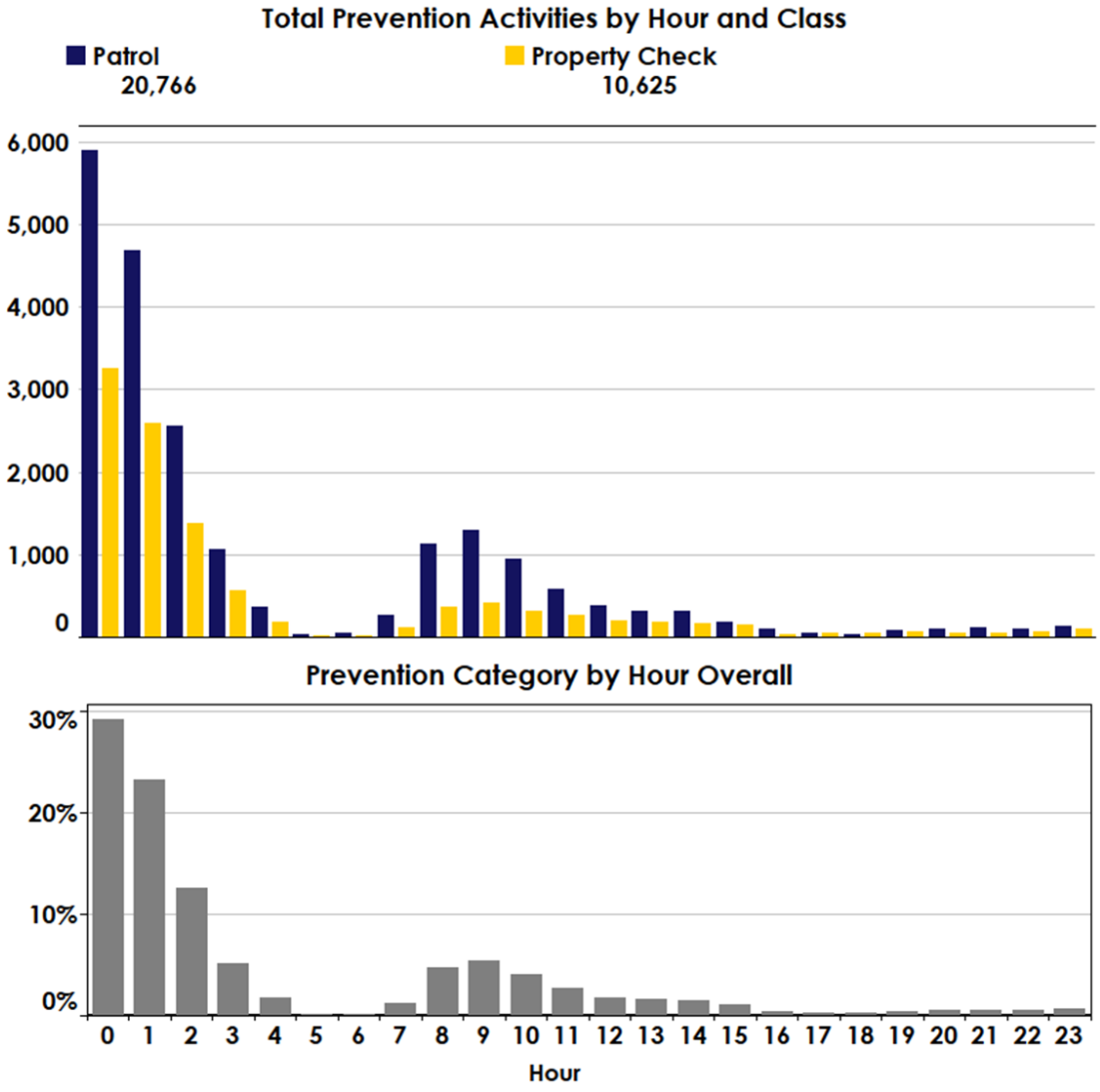
The assistance category has a much more defined slope, with events starting in earnest at nearly 8:00 AM and decreasing at about 6:00 PM, which aligns with the staffing model. Animal control issues increase at 5:00 AM and peak around 10:00 AM. The following figure shows the detailed hourly event rate for the assistance category.

Figure 72: Hourly Activity Rates for Assistance (2018–2023)



Prevention activities are offset from the other activities. While enforcement and assistance events picked up during the day and decreased at night, patrol and property check activities peaked at midnight, decreased until 5:00 AM and bumped up again at 8:00 AM and slowly decreased until 4:00 PM. The following figure shows the hourly event rate detail for prevention activities.

Figure 73: Hourly Activity Rates for Prevention (2018–2023)



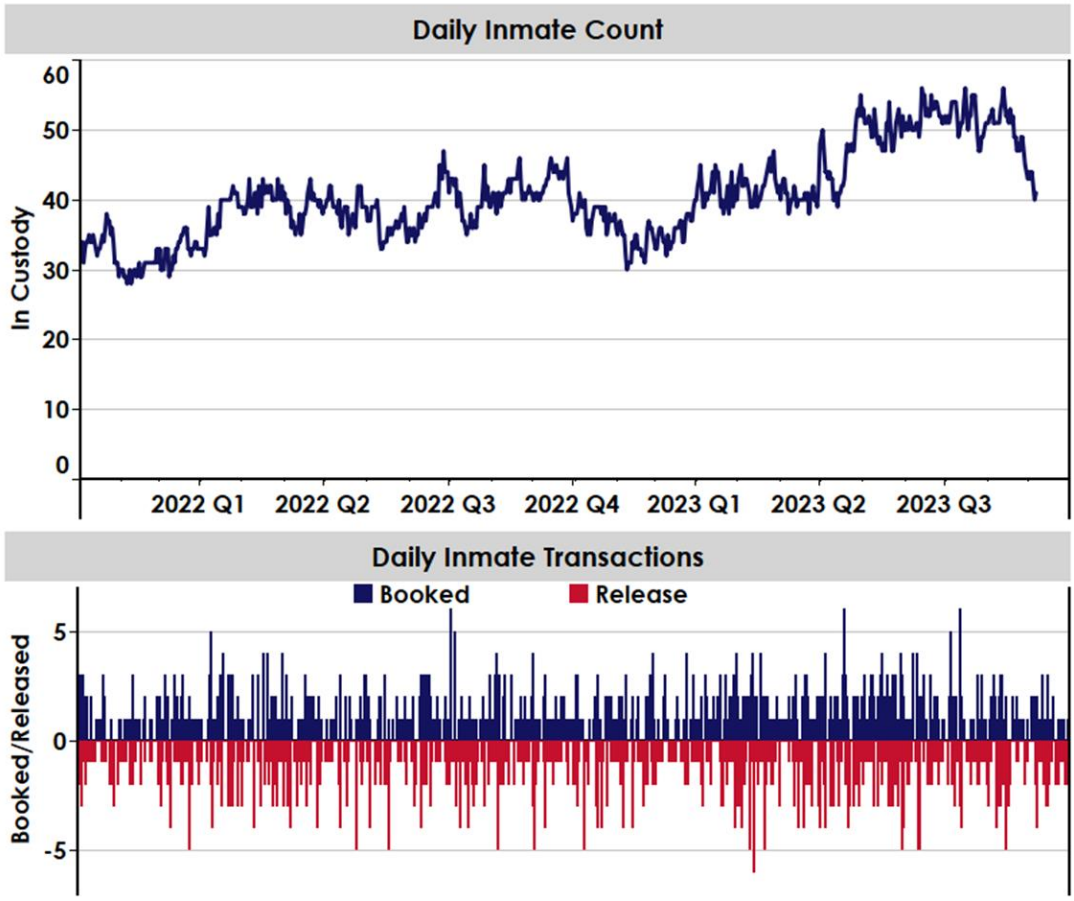
Custody Population Trends

The custody population data provided was for a limited amount of time, but the details did offer a good reference regarding workload. With only three Custodial Deputies on duty at any time, the average inmate-to-Deputy ratio was 1:14. The maximum ratio of 1:19 was found on three days in 2023, while the smallest ratio of 1:9 was found in early 2022.

There was an overall growth in the inmate population from a low of 28 in February 2022 to a high of 56 in the third quarter of 2023. Inmate processing ranged from 0 to 9 on a given day. The following figure shows the daily inmate count and the total inmate transactions for 2022 through December 6, 2023.

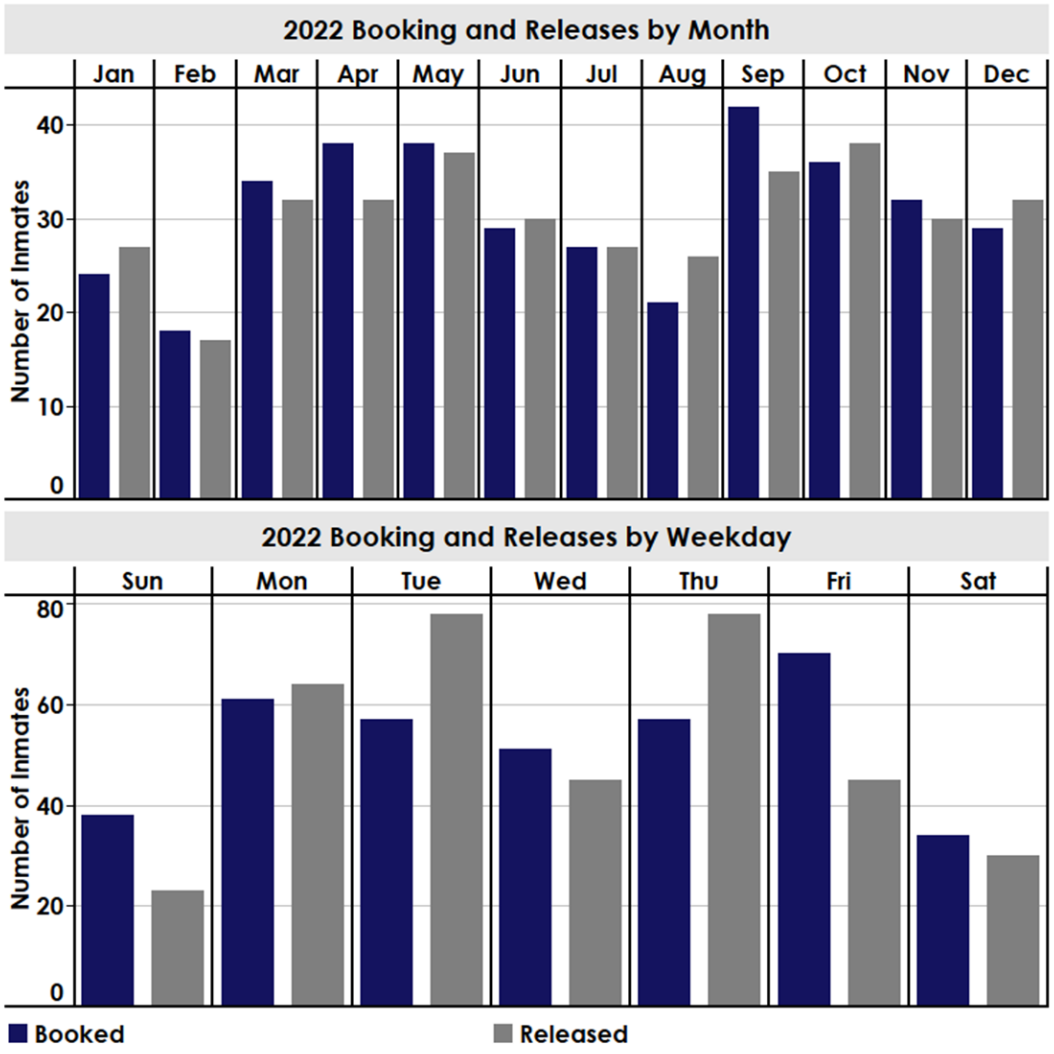
Figure 74: Daily Inmate Population Counts & Transactions (1/1/2022–12/6/2023)

	In Custody	Inmates per Deputy	Inmates Processed	Empty Beds
Average	41	14	2	17
Maximum	56	19	9	30
Minimum	28	9	0	2



Inmate transaction loads were not consistent throughout the season. Releases tended to be more prevalent on Monday, Tuesday, and Thursday, with the most significant single volume of bookings occurring on Fridays. The month load for 2022 did not show any specific seasonality or trend. Still, February was the slowest and September was the busiest for bookings. The following figure shows inmates processed in and out for 2022.

Figure 75: Inmate Processing Transactions by Month & Weekday (1/1/2022–12/6/2023)



Concurrency Analysis

Incidents that happen simultaneously can impact an agency's ability to respond. While MCSO maintains multiple Deputies on patrol, patrol staffing was limited by the number of units available. Understanding how frequently more than one event was in progress simultaneously can assist with the complete staffing level analysis. Given the limited information within the dataset and limited groupings available, the only available concurrency analysis is a complete grouping.

The concurrency evaluation is how often one or more incidents are still open at any given time. It could be helpful to create a more detailed analysis that could group incidents by the division or bureau responsible for responding. However, with the lack of sufficient detail, the whole system was analyzed. The following figure shows how often one or more incidents remained open in the dataset.

Figure 76: Concurrent incidents (2018–2023)

Open Events	Percent of Events*
1	45.3%
2	33.6%
3	14.9%
4	4.7%
5	1.2%
More than 6	0.4%

*All figures are rounded up to the nearest tenth; as a byproduct, the sum of the figures equals 100.1%

Staffing Availability & Resource Distribution

Several key performance metrics help to identify the effectiveness of resource distribution. A broad allocation of resources allows for a more rapid first response to any given area. However, the first unit is only a portion of the deployment question. It is critical to have a sufficient number of units to respond to incidents' volume, type, and severity. It is also essential to attempt to equalize the unit responses such that one unit is not overly busy while another is underutilized. There is a lack of clarity amongst staff regarding defined patrol areas making assignment determination difficult.

It is industry best practice to have designated areas of responsibility assigned to patrolling law enforcement resources. These designated areas are geographically specific and are generally constructed examining historic calls for service volume and type correlated with GIS data. Additionally, considerations such as geography, population, and other variables are weighed in defining these areas of responsibility. Whether called districts, beats, or areas, these geographic fences help to balance workload, gauge individual work performance and contributions, ensure clarity in which responding officer is the default primary responding officer for investigative purposes, and ensure that secondary officers are likely in a position to respond in an effective time frame. These defined areas also allow for better recall and understanding of data, particularly regarding crime trends, workloads, and clearance rates.

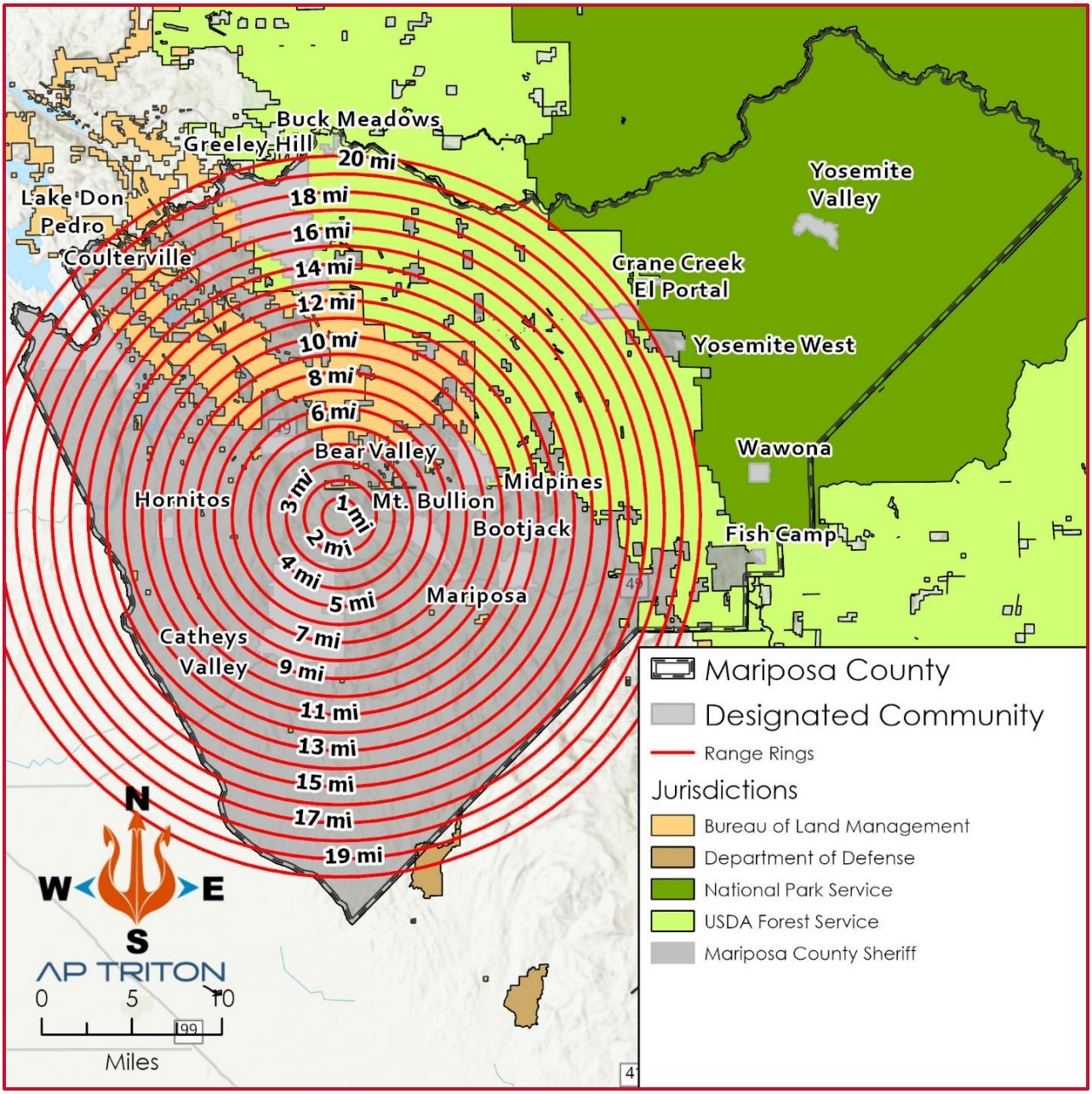
Recommendation:
MCSO should develop designated patrol areas with clear geographic lines for patrol Deputies.

Geographic Distribution Analysis

Estimating travel distance to incidents was difficult for the dynamic deployment models typically employed by law enforcement organizations. Patrol cars are often on the move and do not necessarily respond from a central location. With a reduction in many organizations' staffing, understaffed patrol Deputies can frequently operate out of fixed locations where they can deploy. However, these are not necessarily station locations.

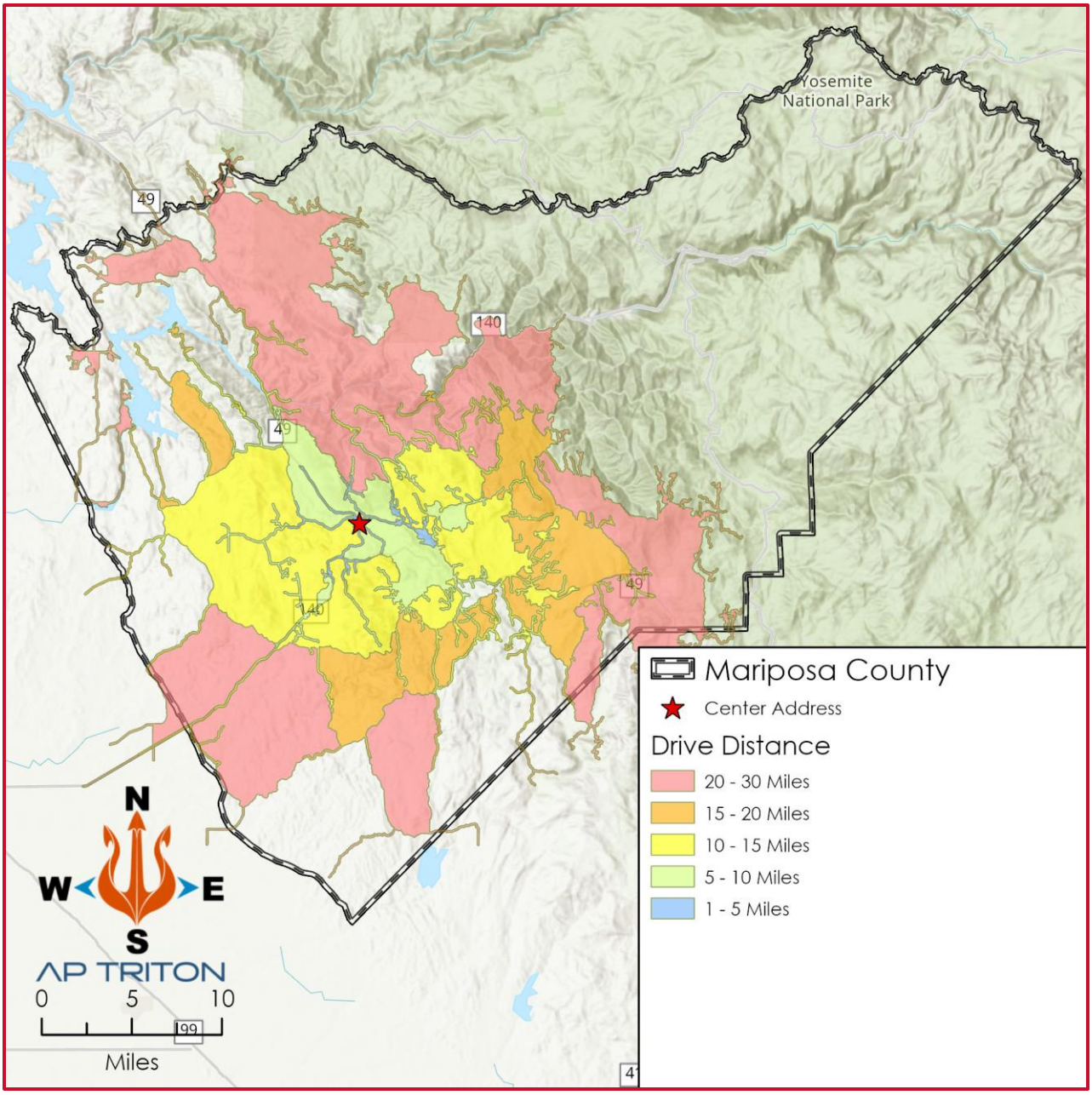
MCSO indicated they use a three-zone patrol methodology with a roving officer. These were defined as north, high, low, with an additional roving assignment. However, the exact location of these zones was not provided. In addition, a zone may not be a static area but a general guideline. For this analysis, generalities were employed, including those locations identified as stations and the approximate weighted center of the jurisdiction. The outlying areas, such as Yosemite Valley, were redacted as part of the center analysis. The following figure shows a general one-mile distance from the weighted center.

Figure 77: Approximate Center Fixed One-Mile Ring



The jurisdictional area is extensive. However, getting from one location to another by patrol car is not a straight-line distance. The following is an analysis of road mile distance from the approximate weighted center of the jurisdiction.

Figure 78: Drive Distances from the Weighted Center of the Jurisdiction



Officers traveling fifteen miles at an average speed of 45 miles per hour will take 20 minutes to arrive. Even if the Deputies averaged 60 miles per hour, which would be an extreme speed in mountain driving, it would take 15 minutes to arrive. This is a very long time in an emergency life-or-death situation. Careful planning and patrol zones must be utilized if the limited staff are to arrive promptly to citizen complaints or officer requests for additional units.

Unit Workload Analysis

Unit workload should be balanced to maintain readiness, resiliency, and service availability. The most effective evaluation can be accomplished when specific units are given areas of responsibility, and units are not dependent on who is operating the equipment. MCSO does identify their units by function, such as animal control, Patrol Deputy, Custodial Deputy, and individual special assignments like investigations, K9, or Boating Deputies. However, MCSO does not assign the radio identification number by a specific patrol location or even annually to the same individual. This created a particular challenge when evaluating unit data. Identifying a trend by an individual or patrol area was difficult since the radio identification number assigned to a person changed over time, and the data only captured the individual's radio identification.

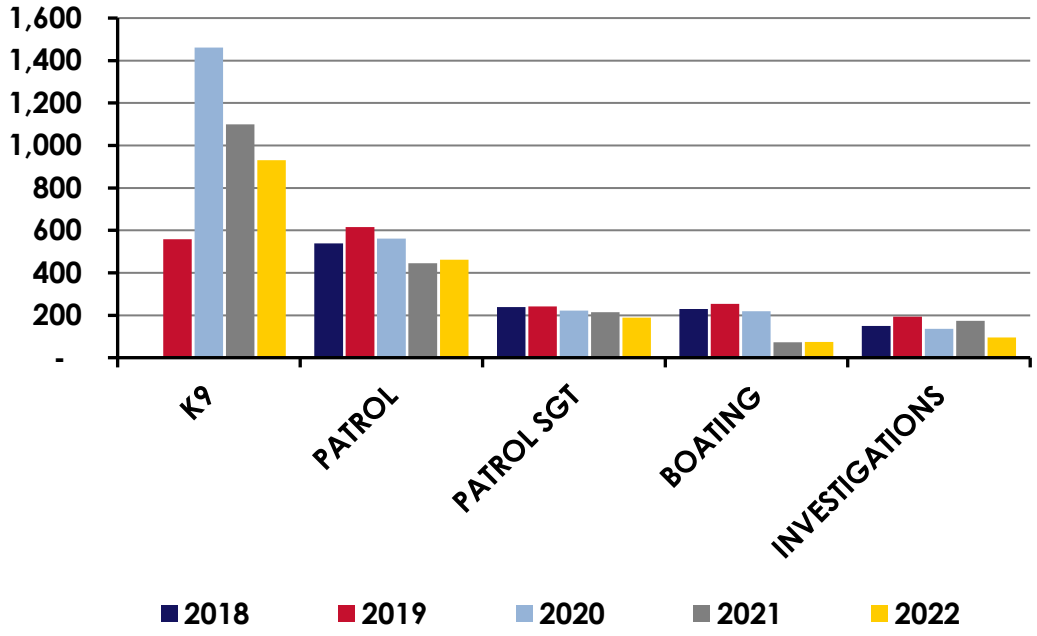
Therefore, only averages based on the number of funded positions in 2023 were accomplished for this analytics section. For the variable volunteer staffing of Search and Rescue (SAR) and the Sheriff's Community-Organized Policing Effort (SCOPE) programs, the average number of persons actively responding was used. In this case, it resulted in five average active responders in SAR and 19 for SCOPE.

It is the industry standard and best practice to have unit designators assigned to patrol areas/zones or for county-wide functions such as animal control or detective assignments, in a manner that clearly defines the function, role, and area/task of responsibility. Unit designators should not change based on an individual filling the role; instead, the designation should be tied to a unique, career-long identifier of the person (e.g. a "badge number" is tied to a unit that clearly defines it as patrolling a certain area during a certain shift; a different Deputy would have the same unit number if patrolling the same area on the same shift on a different day but would connect it to their unique identifier to for historical work records). MCSO must undertake the work to define geographic areas of responsibility and assign unit designators in CAD to those areas of responsibility (relative to shifts) or specific countywide function.

Operations Division

The Operations Division has 35 funded Patrol Deputy positions (these positions are divided into 32 assigned to patrol operations, one bailiff, and two detectives), three Investigators, two boating units, seven Patrol Sergeants, and one Canine Deputy. The total number of responses for each group of identified radio signs was divided by the current number of Deputies in the various operational functions to arrive at the subsequent charts showing average events per unit. The fluctuation of the reserve staffing levels did not allow for any meaningful evaluation of the average response of these units. The following figure shows the average number of events for each grouping of units.

Figure 79: Average Responses by Operational Group (2018–2022)

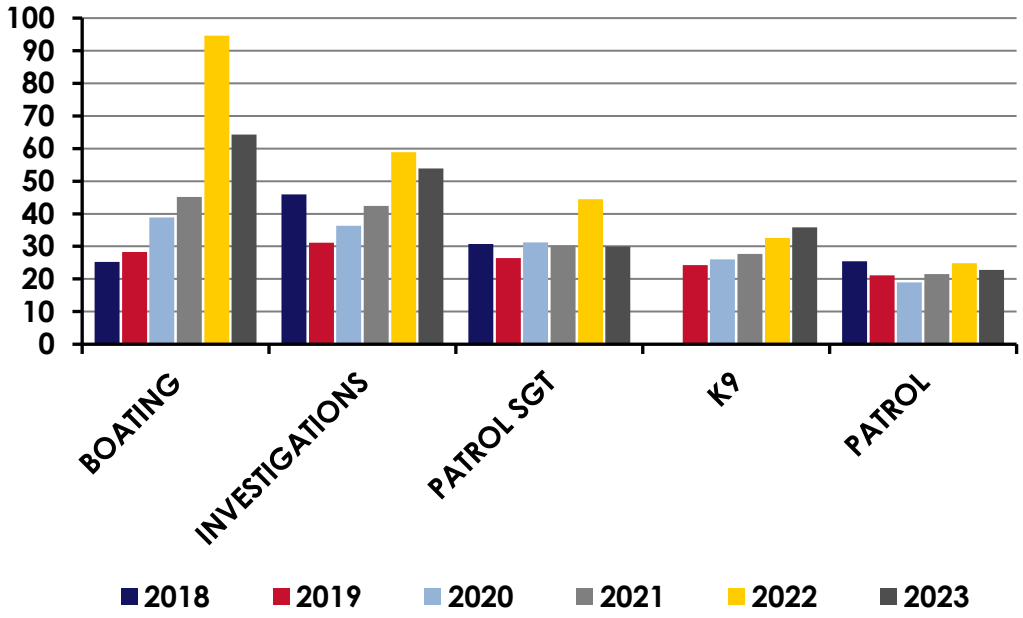


The previous evaluation is a simple count and average by year. Data for 2023 was not included since it was a partial year and would make spotting any trends in this analysis more difficult. It is also interesting to note that there appeared to be a decrease in the number of Deputies assigned to the boating and canine units in 2021 and 2022, which made the earlier years appear to have a higher annual average per unit.

There is a corollary between staffing levels and number of responses in that a greater number of staff will result in a greater number of responses, and the inverse is true—fewer staff members result in a decreased number of responses.

When evaluating the volume of incidents and the effect on personnel availability, it is helpful to understand the average amount of time spent on any given event. The following figure shows the average time spent on each event by each group of operational types of Deputies.

Figure 80: Operations Division Average Minutes Committed per Event (2018–2023)



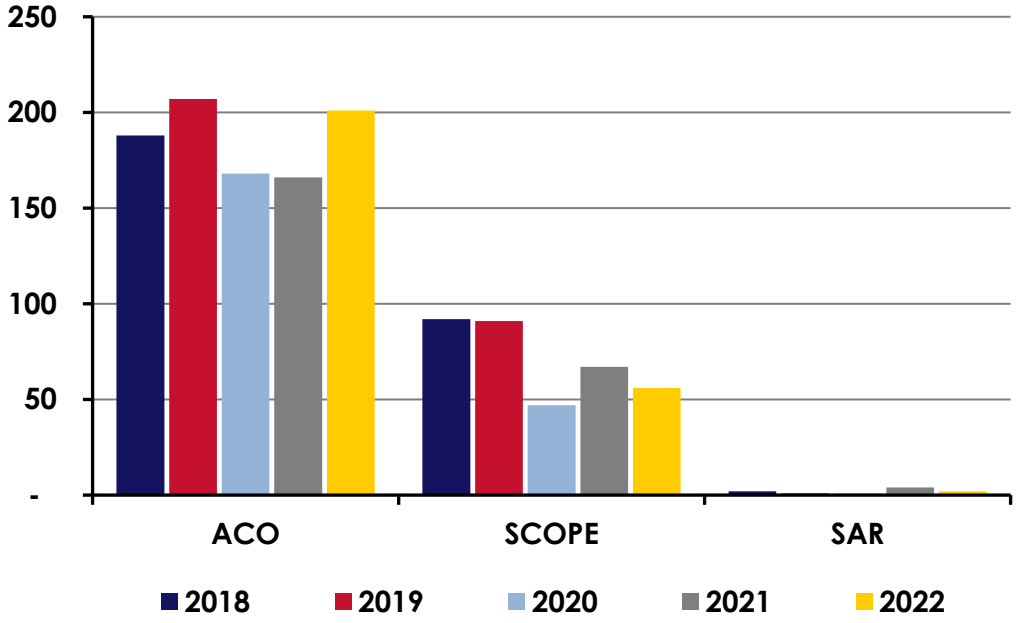
Administration Division, Community Services Bureau

The Administrative Division's Community Services Bureau is also forward-facing and has responses within the dispatch event logs. There were four Animal Control Officers (ACO) in this case, and the average SAR and SCOPE volumes mentioned above were used for the analysis. The total number of responses for each group of identified radio signs was divided by the current number of Deputies in the various operational functions to arrive at these average events per unit charts.

It should be noted that in 2018, the total number of SCOPE volunteers appeared to be over 30. In the remaining years, active volunteers numbered between 17 and 22. The partial year 2023 data was also excluded in the count analysis since this would make spotting trends even more difficult.

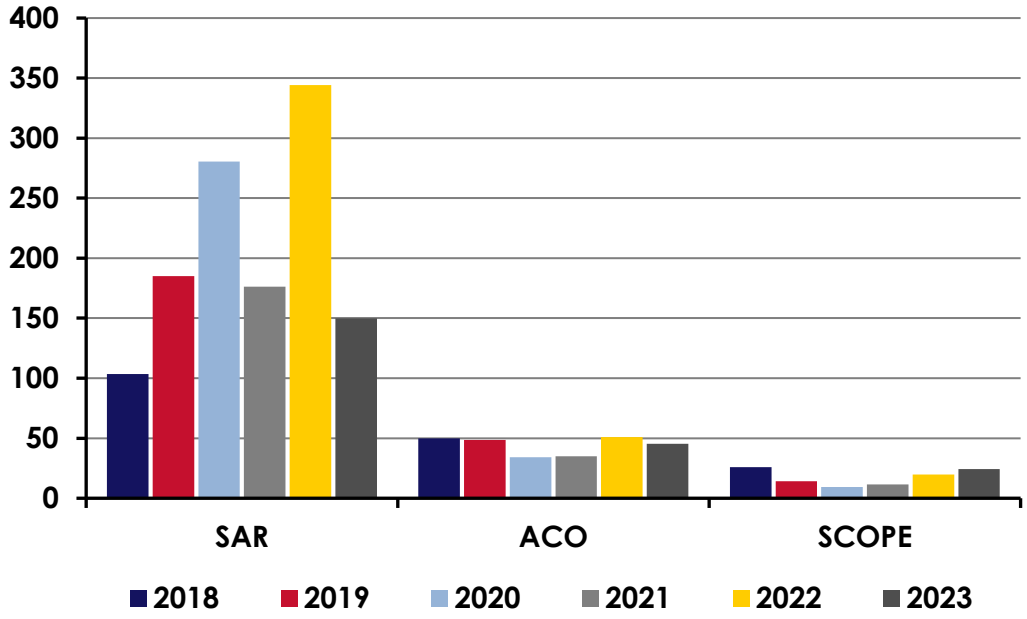
The following figure shows the average number of events for each grouping of units.

Figure 81: Average Responses by Community Services Groups (2018–2022)



Although the SAR annual workload was not very heavy, the average five active members spent significantly more time per incident. Each member averaged approximately three hours per CAD event. MCSO averaged less than an hour, and the SCOPE volunteers averaged about 20 minutes per event. The following figure shows Community Service Bureau groups' average time spent per CAD event for the entire dataset.

Figure 82: CSB Average Minutes Committed per Event (2018–2023)



Event Unit Utilization

One final dimension of unit workload is how much time each unit is committed to incidents throughout the year. The unit hour utilization (UHU) calculation evaluates how much time a unit type is committed to CAD events versus the total time on duty during a specific time frame. The formula for this calculation is the total time committed to an incident divided by the sum of all time the unit is staffed.

$$UHU = \frac{\sum Time\ Commited\ to\ an\ Event}{\sum Time\ Unit\ is\ Staffed\ and\ In\ Service}$$

For this analysis, only 2022 and 2023 commitment times were utilized due to the evidence of change in staffing and deployment models in earlier years. As with the previous evaluation, only an average was based on the group. In addition, the work week for a Deputy or other responding member of MCSO is 40 hours, which translates into 2,080 hours available for response and work.

However, MCSO provided leave and other information for its members, so the average of annual hours available was reduced to 1,800 to account for sick time, holiday time, training, and vacation leave. Only full-time positions were evaluated since the time commitment and schedules for the SCOPE, reserve, and SAR volunteers varied, and detailed information was unavailable for evaluation.

The following figure shows the average unit type utilization on CAD events for the 18 months between January 1, 2022, and June 30, 2023.

Figure 83: Unit Utilization by Type on CAD Events (2022–2023)

Unit Type	Percent Time Spent on CAD Events
Operations Division	
Patrol Sergeant	4.5%
Patrol Deputy	9.0%
Boating (Lake) Deputy	5.2%
Canine Deputy	20.5%
Investigator	3.5%
Administration Division (Community Services Bureau)	
Animal Control Officer	9.1%
Custody Division	
Custodial Sergeant	0.3%
Custodial Deputy	1.5%

Performance Review

The performance section of this report is a thumbnail sketch of time-based performance utilizing the CAD event data. Three time segments were analyzed here: dispatch performance, first-response performance, and cover-car performance. These were all evaluated using the event priority standing. The assumption was that the higher the priority, the more urgent the need for a response.

Call Processing Analysis

There are several time measures of a dispatch center. However, there are no time performance measurement requirements for dispatch centers in law enforcement. However, research indicates that when law enforcement officers take less than five minutes to respond to a call involving a crime, the arrest probability is 60%. When the response time exceeds five minutes, this probability drops to approximately 20%.[8]

The fire service has adopted standard performance metrics for communications centers and this type of formal goal metric may also be helpful for police agencies. For example, the metrics identified in NFPA 1225: *Standard for Emergency Services Communications* apply two metrics: ring time and call processing. Ring time measures when the phone in dispatch begins to ring until someone answers.

NFPA 1225 requires the ring time to be less than 15 seconds, 90 percent of the time, and less than 20 seconds, 95 percent of the time. Call processing time represents the time it takes from when a call taker answers the call for service until the first unit is notified when there is an incident that needs response. It is up to the respective agency to identify and implement key performance indicators within law enforcement agencies.

While the police industry does not have a codified standard for communication centers as that outlined in the NFPA; however, the National Emergency Number Association (NENA) does have established standards for Public Safety Answering Points (PSAPs). The standards outlined in NFPA 1225 are consistent with those set forth by NENA.[9]

MCSO operates the PSAP for Mariposa County and should ensure they meet the standards outlined in key NENA standards. As mentioned previously there are several academic studies related to response times and the probability of making an arrest, NENA standards and this academic research have often been used to set policy regarding standards for 9-1-1 centers and police responses.

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[8] Auten, J. H., *Response Time: What's the Rush?,* Law and Order: Vol. 29, Iss. 11, November 1981. National Institute of Justice, Rockville, MD.

[9] National Emergency Number Association Operational Standards 56-501, "Silent or Hang-up Calls for Service Operational Information," 56-001, "Guidelines for Minimum Response to Wireless 911 Calls," 56-005, "911 Call Answering Standard/Model Recommendation," and 56-006, "Emergency Call Processing Protocol Standard.".

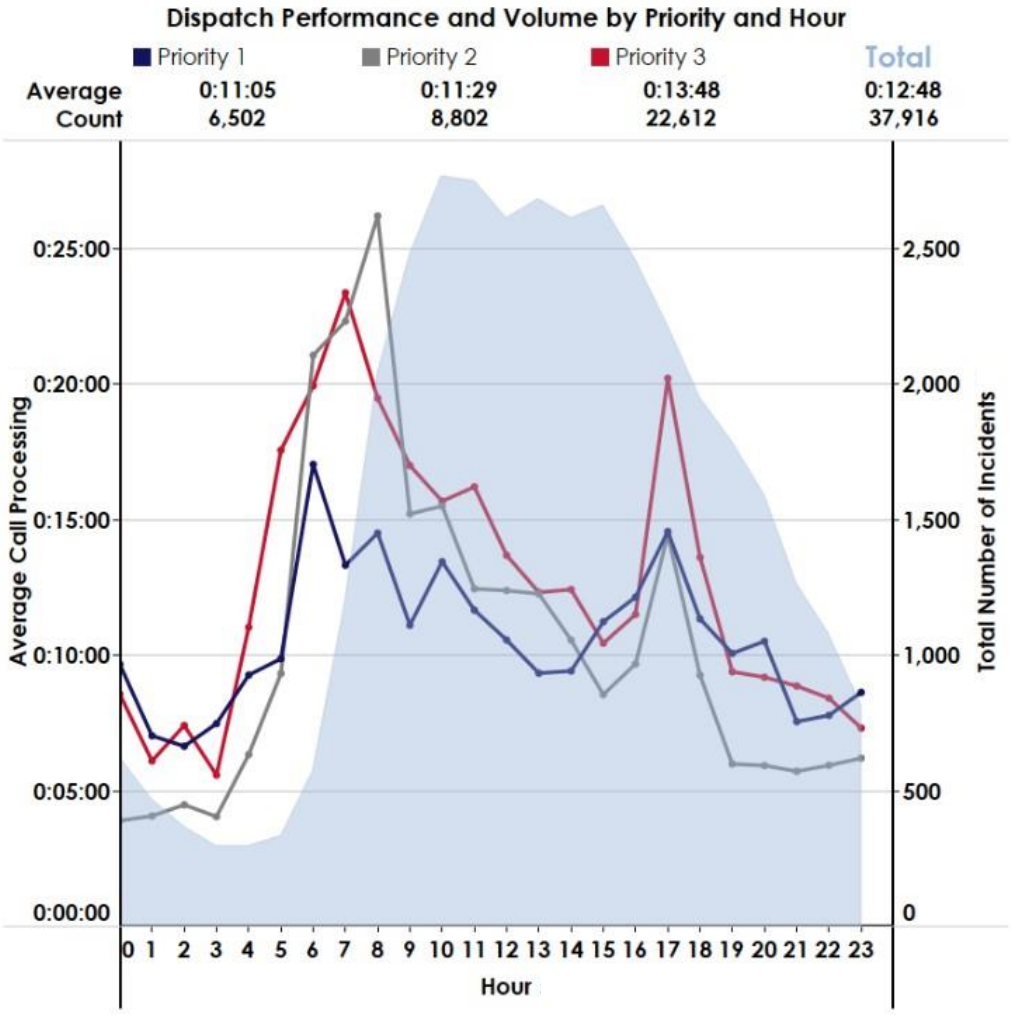
Recommendation:
MCSO should draft policy to align their PSAP with the standards outlined by NENA and set a response expectation of under five minutes for crime-related calls for service.

The data provided was evaluated for integrity and reliability. It was found that only 27% percent of the data was statistically reliable. However, that did leave 37,916 incidents for evaluation. The disallowed data included information without appropriate time stamps and only Priority 1–3 type incidents, and the dispatch outlier times were limited to four hours at maximum. In addition, only incidents instigated by the Communications Center were evaluated—not Deputy-initiated actions—and only incidents if a unit was actually assigned to the event.

Overall, the MCSO Communications Center was processing calls at an average of 12 minutes and 48 seconds. The following figure shows the number of dispatched events and average call processing time by hour and priority.

Recommendation:
MCSO should examine the data-capture mechanism and practices for their Communications Center/PSAP and make needed changes to insure greater data reliability and integrity.

Figure 84: Average Dispatch Processing and Volume (2018–2023)

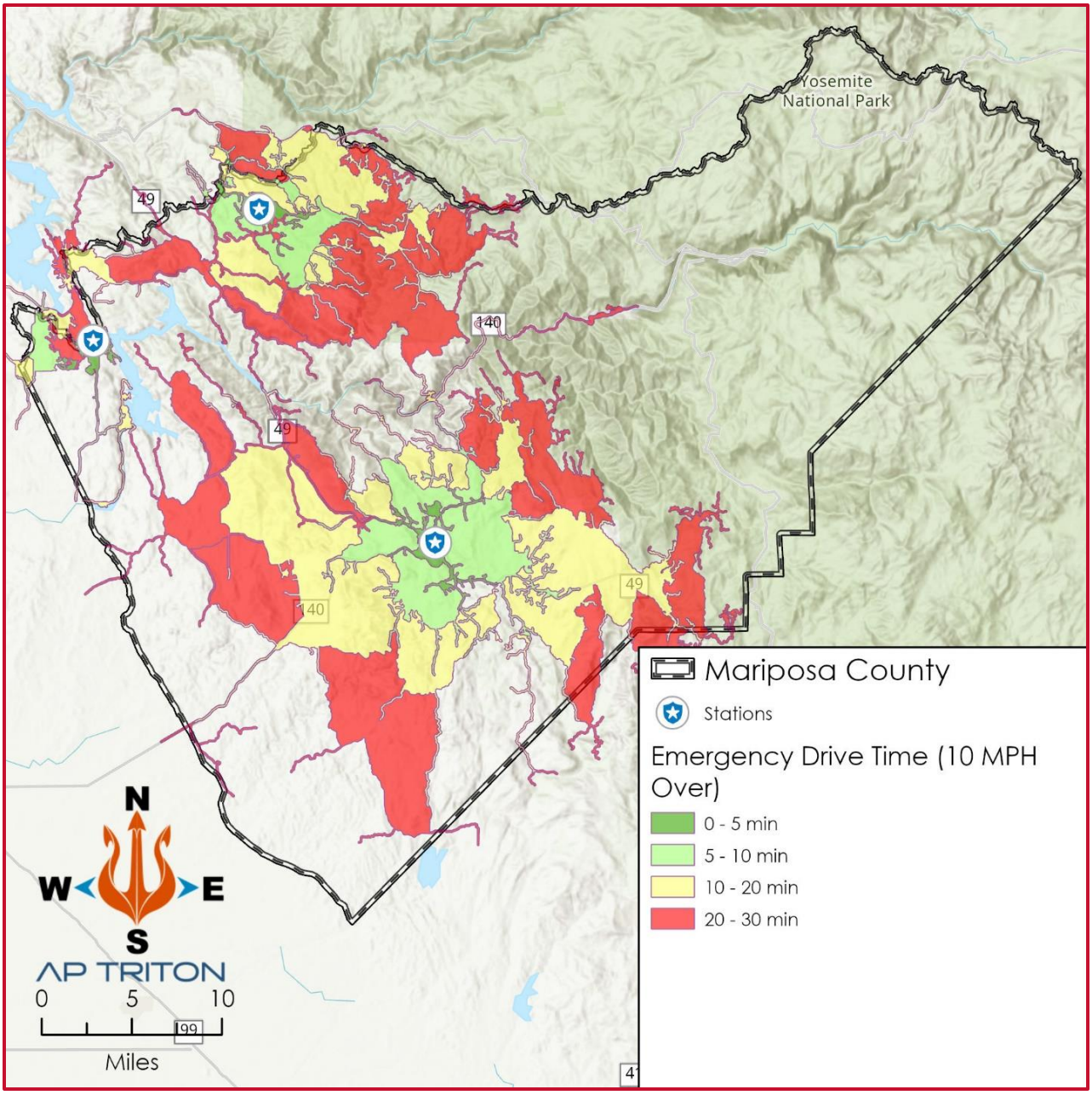


First Responding Unit

The first responding unit for this analysis is the average time it takes for a unit to be notified by the Communications Center until the time the Deputy logs their arrival on scene. For MCSO, the primary factor influencing the performance of responding units was the distance a Deputy or other asset must travel to the event. The first evaluation was to create a potential drive-time analysis using the supplied road network. Because this modeling requires a fixed location, the three locations listed as stations in the facilities data were utilized.

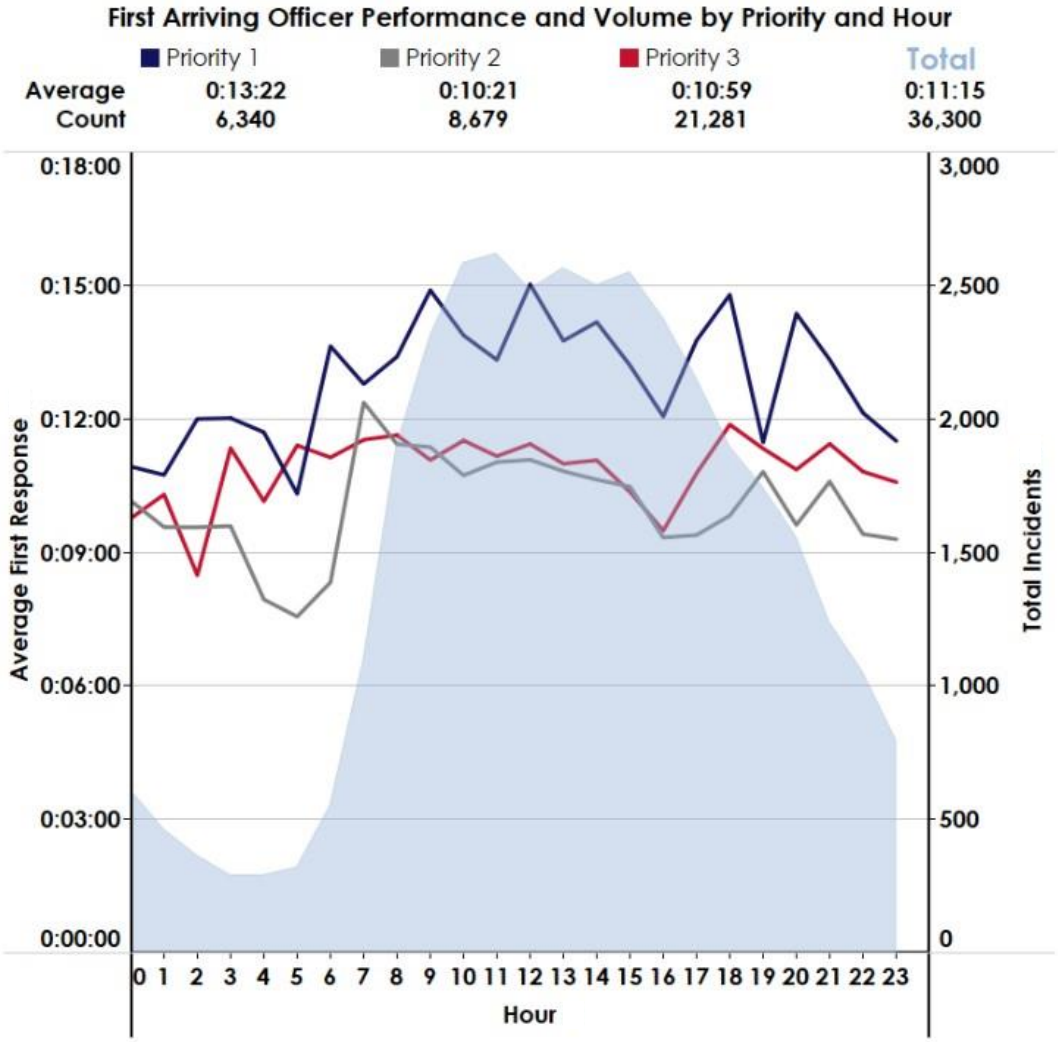
The model does not attempt to show where units should be placed; instead, it reveals the magnitude of the impact of drive time for Deputies. The following figure is the computer-generated model of possible drive times at 10 MPH over the posted speed limit for the three MCSO properties listed as stations.

Figure 85: Drive-Time Analysis from Fixed Locations



The road network, speed limits, and jurisdiction size make timely responses challenging. Still, MCSO averages 11 minutes and 15 seconds for all first-unit responses. The following figure shows the dispatch events and average response times for the first unit from notification to arrival.

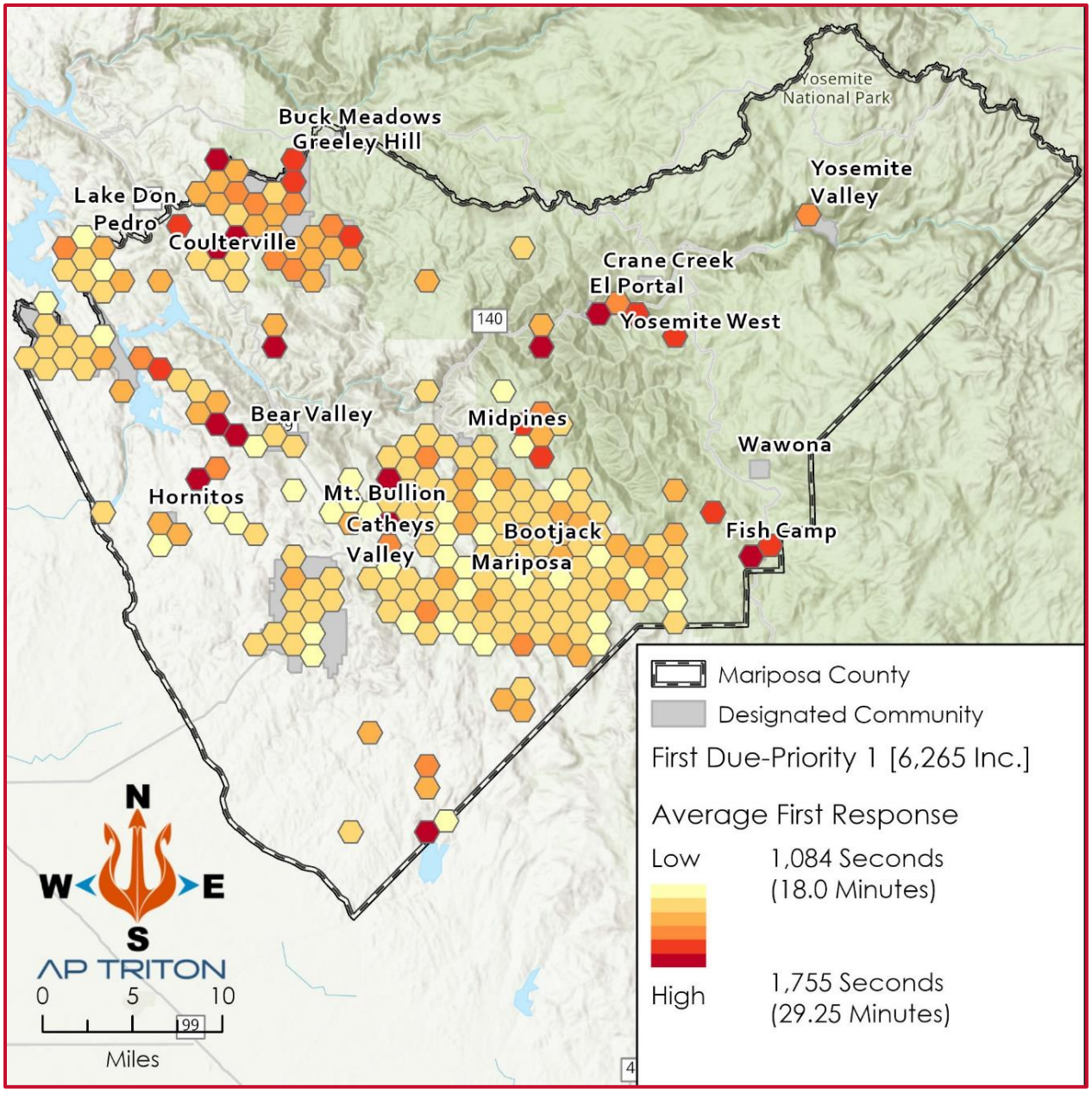
Figure 86: Average First-Unit Response and Volume (2018–2023)



Since it was possible to geolocate a large portion of the events, it was also conceivable to understand average performance data in geographic areas. By creating geographic bins and limiting each bin to one standard deviation, it was possible to understand the general geographic performance. While the system average for Priority 1 type incidents is 13 minutes and 22 seconds, each geographic area has a much higher average.

This was typical of a system with a wide variation in availability for response. The following figure shows the average first response time for geographic areas with sufficient response data for evaluation.

Figure 87: First-Due Response Time by Geography (2018–2023)



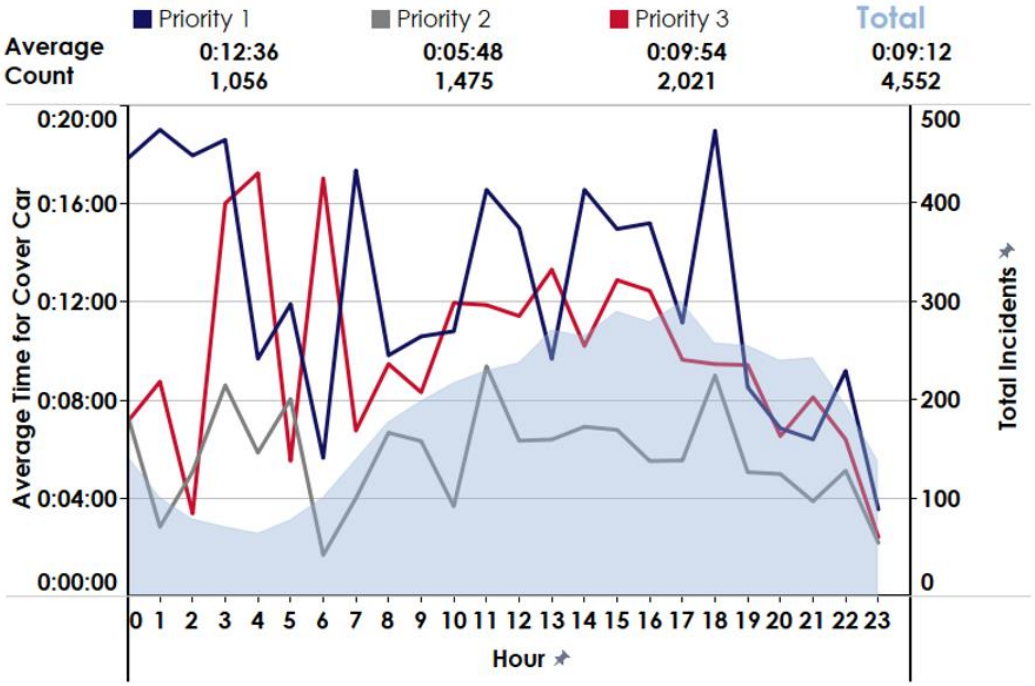
Multiple Unit Responses

One area of concern for responders is how quickly they can get assistance. This will drive many decisions for the responding Deputies, including whether they should engage with subjects and to what extent, and what type of force to use. Only 5% of the incidents within the data received a second unit or cover car. This totals only 4,552 events.

However, the average time the first arriving unit must wait for a cover car was 9 minutes 12 seconds. This wait time was extended for the Priority 1 type incidents to 12 minutes 36 seconds. The following figure shows the total number of events in which a cover car was needed and the average time the first arriving unit waited for cover.

Figure 88: Average First Unit Wait for Cover and Volume (2018–2023)

	Assault	Burglary	Civil	Investigation	Larceny	Murder	Rape	Statutory	Stolen Vehicle	Suspicious Event	Traffic
Priority 1	40	112			16	2	9	202	11	298	66
Priority 2	140		334					2,009			
Priority 3	196		324	315	548			216		1,744	2,089
Total	**376**	**112**	**658**	**315**	**564**	**2**	**9**	**2,427**	**11**	**2,042**	**2,155**

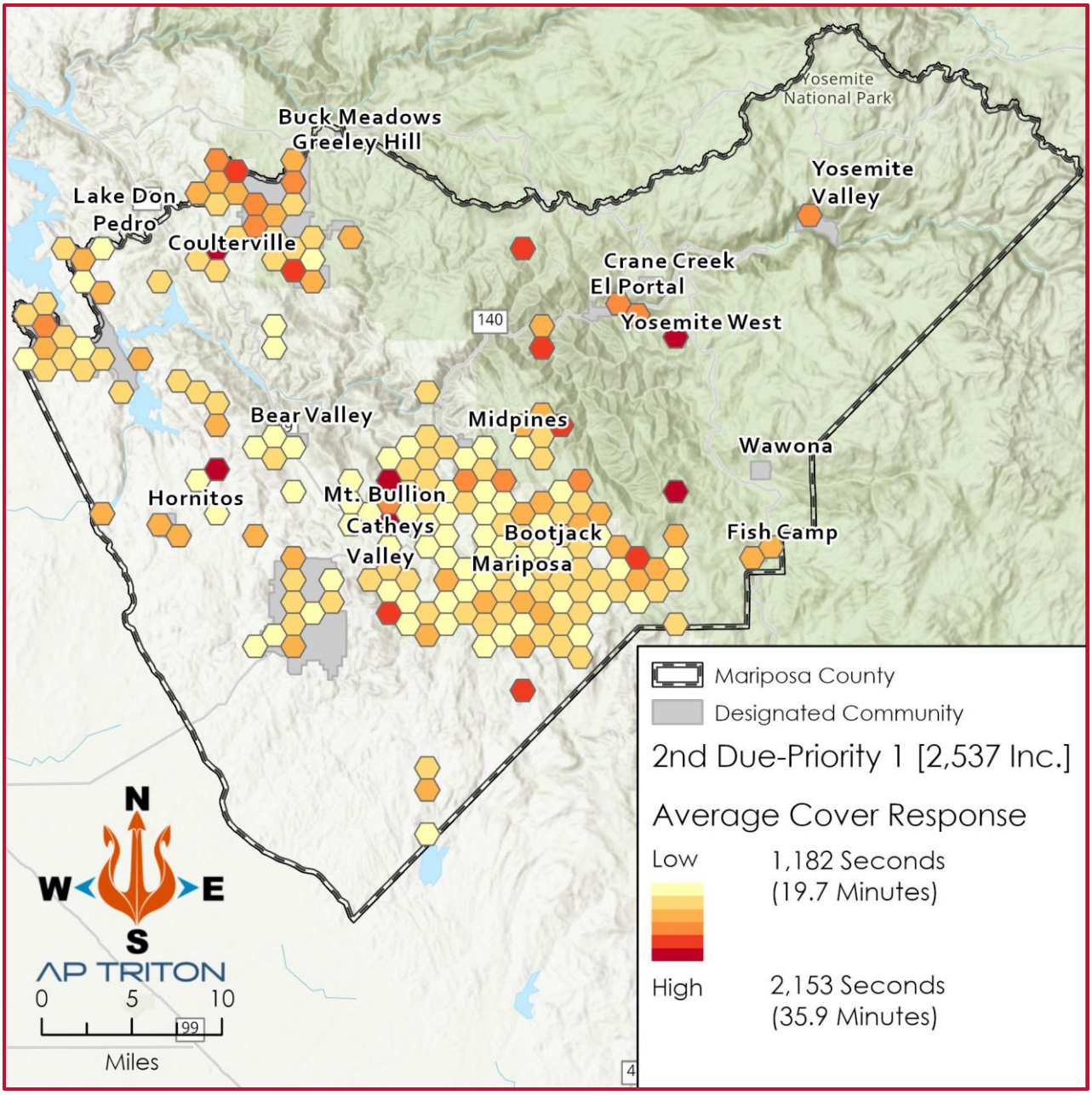


The final dimension of the cover-car question was a similar evaluation as the first-due response model by geography. The difference between the performance of these areas and the wait time analysis above was the second unit's response time, which was from when they were notified until they arrived. The following figure shows the average second-due unit response time for geographic areas with sufficient response data for evaluation.

It is an unfortunate reality that many calls for service to police are driven by interactions in the public that have taken a turn for the negative. Many situations are simply unpleasant and tense, but a significant portion of other calls have the potential to devolve into violence. The longer it takes for a second Deputy to respond, the more likely it is that force may have to be used to restore order and mitigate the risk of violence on a call. This is an unacceptable risk to the public and to MCSO members. It is important that a second/cover Deputy can arrive promptly and, ideally, at the same time as the first Deputy.

Recommendation:
MCSO should conduct a detailed analysis comparing arrival of a second Deputy to call outcomes and use this information to guide staffing strategies and personnel request.

Figure 89: Average Second-Due Response Time for Priority 1 Events (2018–2023)



Population Growth & Service Demand Projections

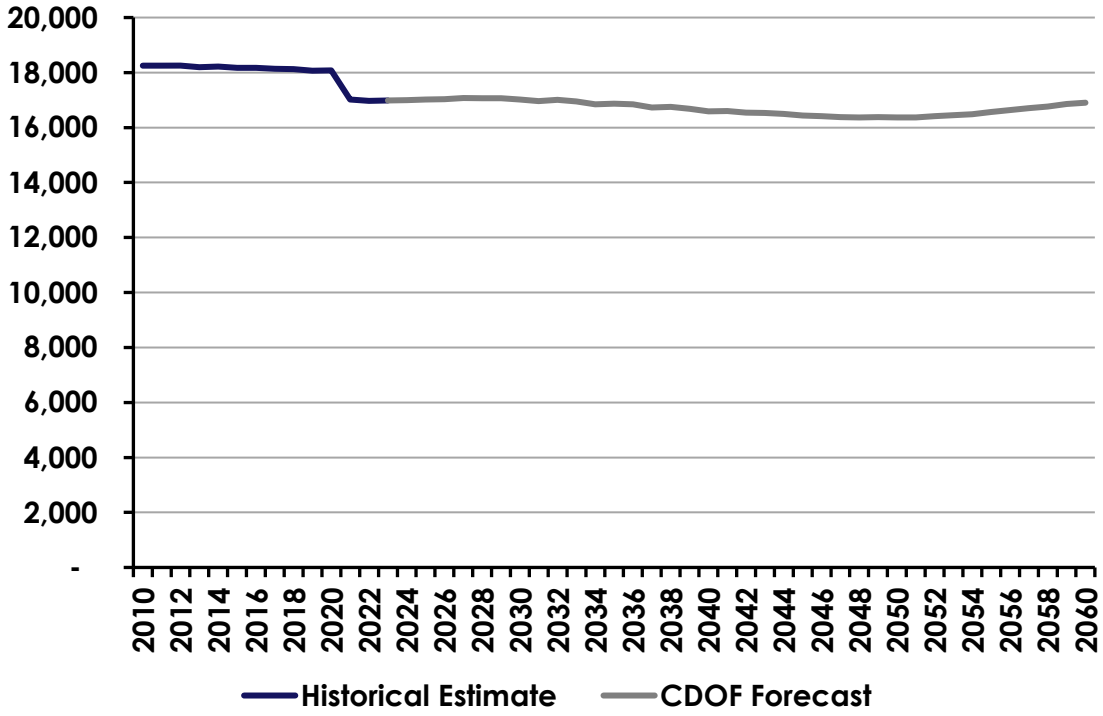
Service demand is generally driven by population. Without the element of people, there is very little need for emergency services. However, the relationship between general population, population density, population growth, and demographic distribution is poorly understood. Therefore, this analysis provides information for leadership to determine appropriate resources and distribution.

Population Growth

Because the population evaluation was for the entire County, annual populations could be found from the U.S. Census. The data used for this study was the historical information and population projections provided by the State of California Department of Finance (CDOF). The CDOF bases its estimates and forecasts for the County on its growth model and the trends identified during the U.S. Census Decennial Census and the Annual Community Surveys (ACS).

The CDOF publishes population information by year for each county based on this U.S. Census Bureau data and State records.[10] The 2023 population estimate from CDOF was 16,988, and the projected change in population is generally slow but projects a reduced population. The 2060 population estimate is projected to remain at current levels with no growth, at 16,908.

Figure 90: CDOF Population Estimates and Forecasts (2010–2060)

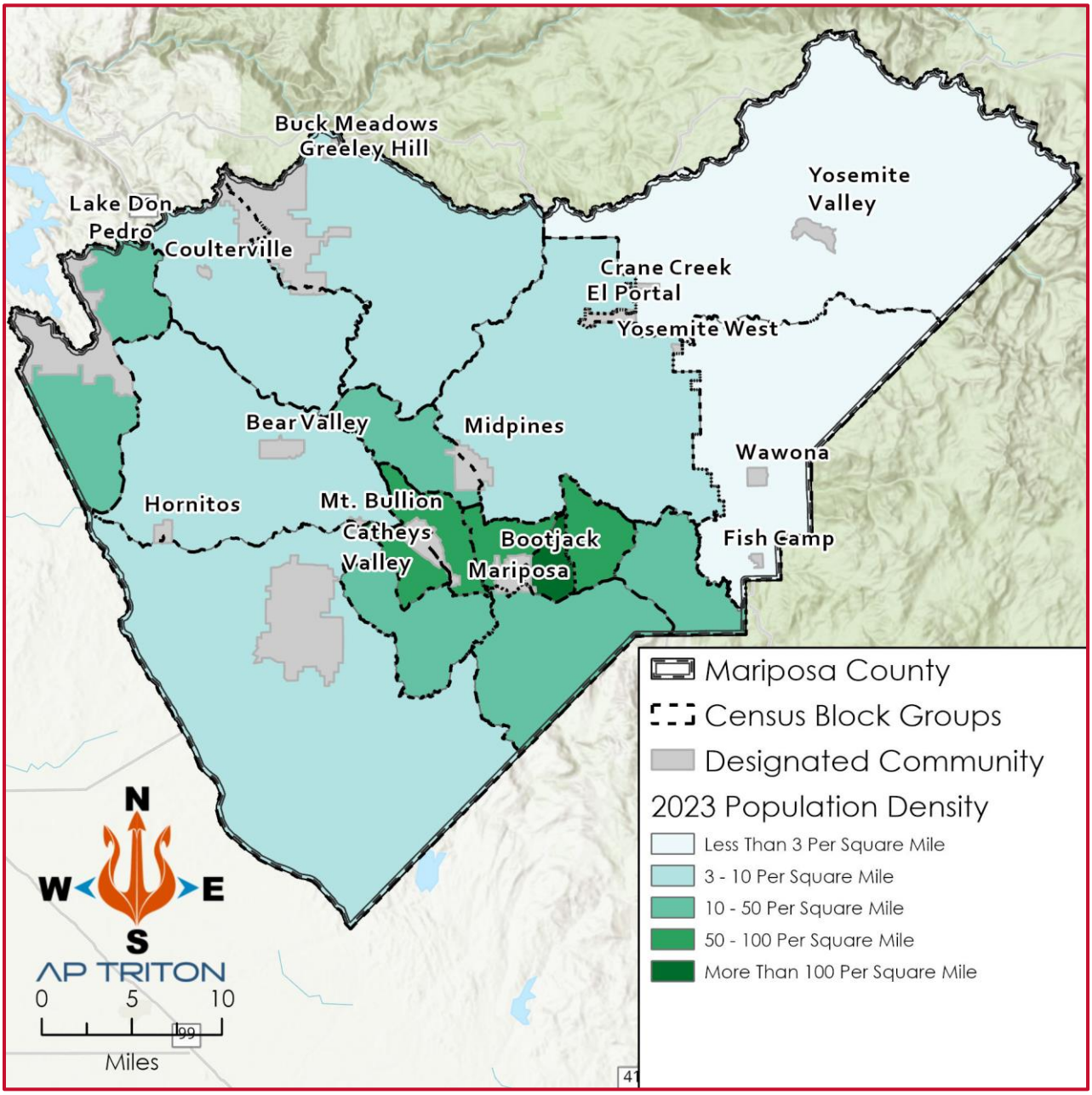


[10] Estimates-E1 | Department of Finance (ca.gov).

Population Distribution

Mariposa County's population is dense near the Mariposa community and Mount Bullion. An additional area of population density is around the Lake Don Pedro community.

Figure 91: 2023 Population Distribution



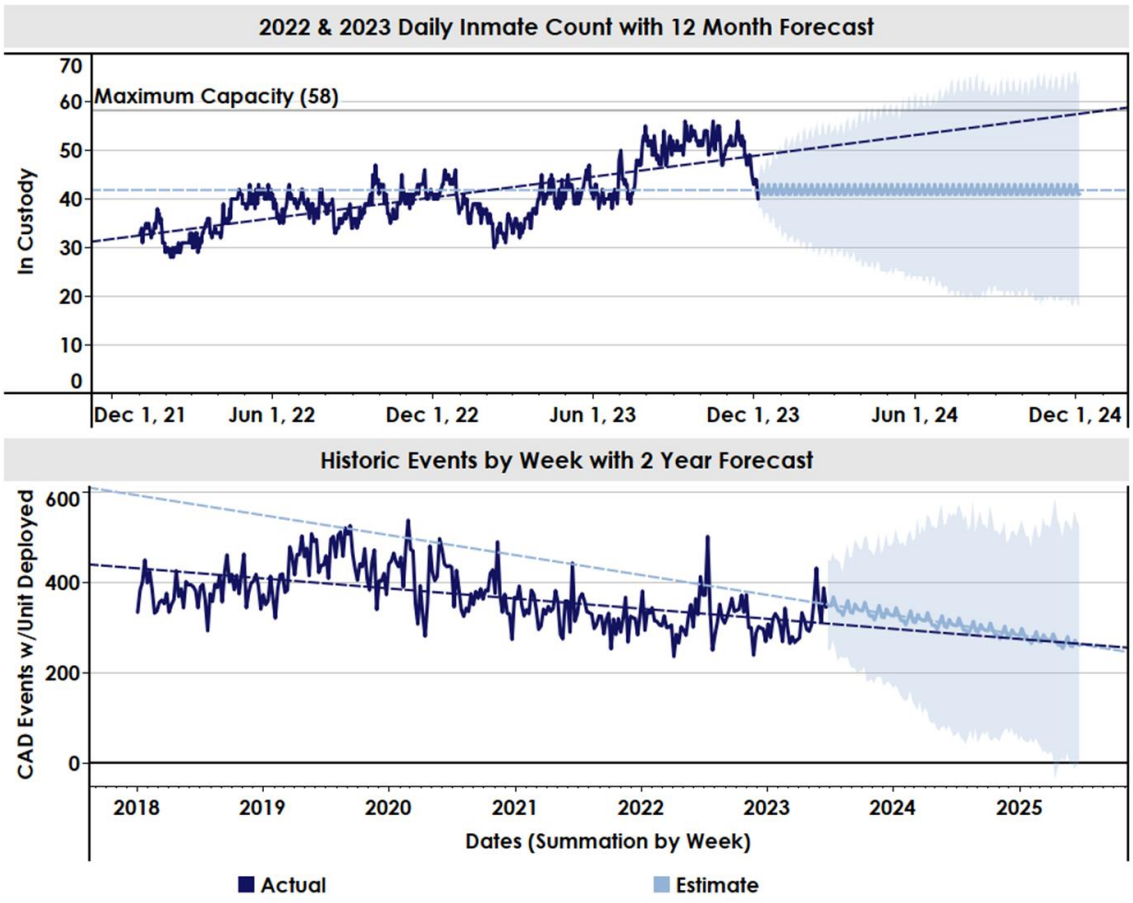
Service Demand

Standard linear and polynomial projection models were applied to five-and-a-half years of MCSO data. Each model was evaluated utilizing standard statistical methods. The inmate forecast utilizing a linear trend shows that the jail's maximum capacity may be reached by the end of 2025. However, this was a limited set of data. As the confidence lines proved, the further out the estimate, the wider the projection was. The trend generally appeared to be an increasing number of adults in custody.

The incident forecast was much more difficult due to the extreme variability and limited identifiable seasonality. However, all the models and a general linear regression evaluation concur on a slight decrease in volume over the next few years. However, because law enforcement event trends are often directly proportional to Deputies on patrol, any change in staffing levels may drive this trend more than actual crime and incidents.

The following figure shows the estimated inmate growth for next year and the estimated event trends in which a unit was assigned for two years.

Figure 92: Service Demand Projection



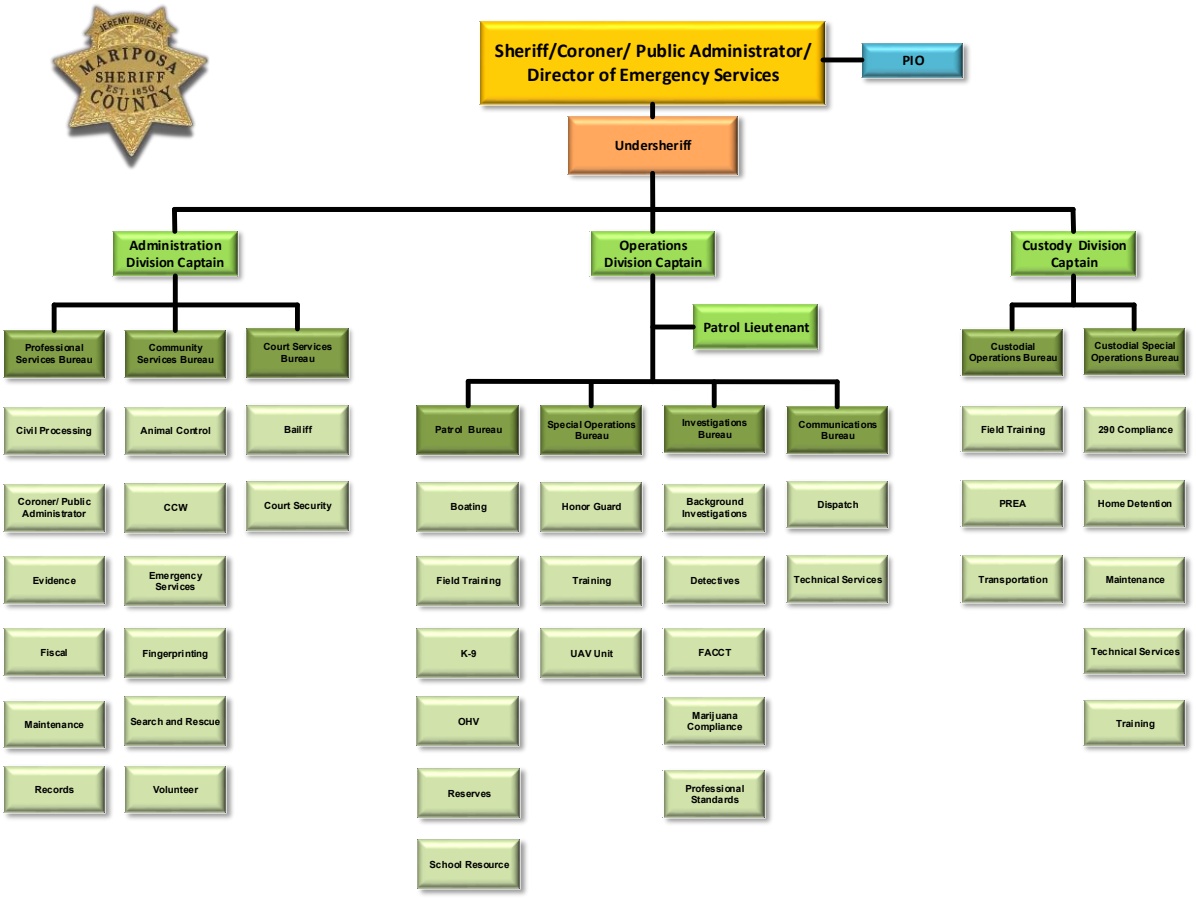
Section II:
STAFFING ANALYSIS

Current Organizational & Staffing Analysis

In reviewing the staffing by work unit, consistent themes were identified and will be explored and articulated in more detail throughout the staffing analysis. The prevalent themes include staffing models that are reliant upon collateral duties, accretion of responsibilities assumed by the Sheriff's Office over time that have not been properly resourced, staffing levels and deployment models that create legal risks and liabilities for the County, and lack of clear ownership and delineation of responsibilities in assignments.

Many of the challenges and inadequacies identified are not uncommon to smaller law enforcement agencies and are largely due to limited resources, and we will recommend measures to address the issues specific to the Mariposa County Sheriff's Office in following sections.

Figure 93: MCSO Organizational Chart



Sheriff's Office Staffing Levels

The Sheriff's Office-authorized full-time equivalent (FTE) positions for FY2023–2024 are shown in the following figure.

Figure 94: MCSO-Authorized FTE

FY 2023-24 FTE - MARIPOSA COUNTY SHERIFF'S OFFICE	
Animal Control Officer	3
Custodial Deputy	18
Custodial Sergeant	4
Executive Assistant	1
Office Assistant I/II	3
Office Tech	2
Senior Administrative Analyst	1
Sheriff/Coroner	1
Sheriff's Bailiff	1
Sheriff's Captain	3
Sheriff's Deputy	32
Sheriff's Detective	2
Sheriff's Dispatcher	8
Sheriff's Dispatcher Supervisor	0
Sheriff's Evidence Technician	1
Sheriff's Lieutenant Patrol	1
Sheriff's Sergeant	7
Sheriff's Undersheriff	1
TOTAL FTE COUNT	89

For clarity, an FTE means full-time equivalent and is equal to the number of hours a full-time employee works for an organization. The concept is used to count "hours worked" rather than the number of employees to budget, forecast, and staff and for whom to calculate wages. For example, if an organization considers 40 hours per week as full time and there are four employees who work 10 hours each per week, the hours for those four employees add up together to make 1.0 FTE. Analysts can use FTE to evaluate workload and labor costs. Once they have an estimate of the full-time employees needed to accomplish necessary tasks, they can calculate salaries.

This information allows an organization to forecast budget needs for upcoming years. Measuring workload—the amount of work (in time) required to accomplish a task or obligation—can also be used to assess the adequacy of staffing. In instances of limited staffing or collateral duties, an organization can assess unreasonable workloads that will either cause a degradation of the quality of all tasks assigned as a virtue of task saturation, or task sacrifice in which only some tasks are chosen to do over others, even when other tasks are obligatory.

Law enforcement agencies must consider their employees as their most valuable asset, especially under the current conditions of the policing industry, which has been blighted by staffing challenges in both recruiting and retention over the past decade. It is as much an artform as it is a science to lead personnel and manage performance to achieve positive outcomes, while also striving for an optimal balance of efficiency and effectiveness, upholding high degrees of professionalism, and maintaining employee personal well-being and satisfaction. This set of objectives is daunting and only becomes more so the more complicated and complex a Sheriff's Office becomes with growth and shifting cultural expectations. Consistency, fairness, safety, personal growth, and professional development opportunities are critical for maintaining a healthy and engaging work culture. An absence of any of these can create challenges for retention and recruitment and can ultimately impact the operations of policing agencies.

Central to maintaining a healthy culture and successful operation of a modern law enforcement organization is the management of resources through appropriate staffing and supervision. While the primary outcome of a Sheriff's Office must be providing for community safety, achieving this is not a simple equation of the sum of personnel strength; it also requires ensuring that adequate supervision and critical support functions are in place.

The size and structure of a Sheriff's Office's staff depends on the organization's specific needs and the demands of the community it serves. These needs must directly correlate to the needs, demands, and funding capabilities of the community; a structure that works for one community may not work for another, and there is not an embraced industry standard for the relationship between population size to agency staffing levels. As noted previously, this renders some general comparison between law enforcement entities not of value in determining effectiveness and efficiency of a specific organization's operations.

However, there are generally held standards for span of control, typically defined as the number of personnel directly reporting to any one given supervisor. Research has also indicated that determining the appropriate span of control must not be conducted simply by using a formulaic ratio of supervisor to personnel supervised, but also as a consideration of the responsibilities of a position, the level of task saturation, and the complexity of the task being performed. This is especially true in the areas of emergency and incident management, which are core functions of a Sheriff's Office. This section will provide an overview of MCSO's staffing, leadership, and management practices.

Executive Office

The top of the Mariposa County Sheriff's Office organizational structure is what this report will refer to as the Executive Office. This component of MCSO is comprised of the Sheriff, the Undersheriff, and the associated support of directly reporting professional staff.

The Executive Office has 3.5 FTEs authorized allocated to its functions and programs in FY2023–2024

The Sheriff is the elected official charged with leading the Mariposa County Sheriff's Office. The Sheriff is ultimately responsible for every facet of MCSO operations. These include delivery of policing services, necessary civil law obligations, custodial obligations for both pre-trial and convicted persons, and the security and safety of judicial proceedings in the County. This is an expansively broad set of responsibilities, even more so in Mariposa County by the accretion of other responsibilities. By virtue of his elected office, the Sheriff also serves as the Coroner for Mariposa County, and through the prior administration's acceptance of duties, as the Director of Emergency Management.

The Sheriff has an Undersheriff that reports directly to him, and a Public Information Officer (PIO) and executive administrative assistant within his office. When looking at the role of the Sheriff from an assessment of strict span of control, the position appears to be well within the generally accepted ratio of one supervisor to five (or fewer) subordinates. However, research in the area of incident management highlights how appropriate spans of control can vary greatly from this default ratio, particularly as responsibility increases and the number and complexity of tasks increases. It is generally recommended that the number of direct reports should decrease when complexity and volume of responsibility and tasks increases. This strategy assumes that appropriate layering of responsibilities is occurring and that the subordinate leaders are highly competent and technically capable of carrying out their assigned duties and overseeing the staff assigned to their supervision.

When the role of the Sheriff is examined in the context of his four positional responsibilities—Sheriff, Coroner, Public Administrator and Director of Emergency Services and then the requirements are factored in to supervise and lead staff and coordinate the Sheriff's Office activities—including labor relations, contract administration, and strategic planning—the Sheriff is easily at or exceeding the optimal span of control.

When examined from a workload and work capacity perspective, one must remember that the Sheriff, despite having a staff that might be able to assist, has limited capacity as a single individual. Even delegating responsibilities amongst MCSO staff still requires leadership, organizational direction, supervision, management, and accountability from the Sheriff as the executive, effectively compounding his span of control. The Sheriff serves in multiple roles with no redundancy. Currently there is 0.7 FTE assigned to the Coroner/Public Administrator functions; however, it is estimated that the work demands require 1.5 FTE to appropriately staff these functions. As a result of this workload work capacity disparity, the Coroner function has been delegated to and is shared across the agency's Deputy Sheriffs. While this is far from unique in California, with 48 of its 58 counties having the elected Sheriff assume the duties of the Coroner, it is also not statutorily obligated.

The Office of the Coroner typically serves three distinct functions: medical, administrative, and investigative. The medical tasks assigned to a coroner are generally to perform autopsies to determine cause of death in matters that fall within their statutory authority; transport and remove bodies; sign death certificates; and appear at unattended death scenes if the deceased had not been in the care of a physician. Administrative functions include maintenance of records related to deaths and investigations; responding to inquiries by law enforcement agencies, physicians, and other persons with potential cases for investigation; providing for the custody and care of the deceased's property; and the notification of death to families. From an investigative lens, coroners are charged with conducting investigations to determine causes of death, identify the deceased, and conduct inquest as necessary. Of these three major areas of work for the MCSO Coroner, almost none of the medical obligations of a coroner are performed by Sheriff's Office personnel but are transferred to professional medical personnel.

Recommendation:
Mariposa County, in cooperation with the Sheriff's Office, should examine the adequacy and appropriateness of resource allocation, including staffing, for the County Coroner function and explore options to mitigate workload on other functions of the Sheriff's Office.

The public administrator function is a legal mandate of the Probate Code of the State of California. The public administrator serves in a fiduciary capacity to provide professional estate management services to County residents. The public administrator in California is tasked with investigating, protecting, and administering estates for deceased residents of their county. As the Mariposa County Public Administrator, the Sheriff handles between three to ten cases annually. The total workload fluctuates annually, but even in years with a lower number of cases, the time commitment is considerable. In other counties in California, this position is separate and distinct and often tied to the work of a treasurer of tax collector.

Recommendation:
Mariposa County, in cooperation with the Sheriff's Office, may consider divesting the elected Sheriff of the responsibilities of the Public Administrator and explore the option of developing a separate office or assigning this function to another office within County government.

The current Sheriff inherited the role of Director of Emergency Services and the functions of the Office of Emergency Services (OES) from the previous administration. This body of work was taken on by the Sheriff's Office in 2018. While the Office of Emergency Services will subsequently be discussed in greater detail, it is worth noting serving as the director of emergency services role is not normally in the domain of the Sheriff in most counties. Tasking the MCSO Sheriff with this role, especially in an area prone to significant events like wildfires and other natural disasters, poses considerable time and workload demands that are unpredictable and of significant scale and scope.

Recommendation:
Mariposa County, in cooperation with the Sheriff's Office, may consider divesting the elected Sheriff of the responsibilities of the Director of Emergency Services and the Office of Emergency Services, and explore the option of developing a separate office or department.

The Sheriff's Office has one civilian employee who is allocated to Finance and Budget and serves as the agency's Public Information Officer (PIO). It is the opinion of AP Triton that financial and PIO duties each merit a dedicated employee. Law enforcement agencies across the United States have come under increased scrutiny in recent years and to maintain trust and legitimacy with the communities they serve, many agencies have turned to their PIO and communication managers to improve transparency and build public trust.

The need for skilled and professional public relations from the chief law enforcement agency in the County should be a top priority given Sheriff Briese's stated goal of increasing transparency. The demands for information from the Sheriff and his office, both externally and internally, will only increase. The public and media will demand higher-quality, more frequent, and faster communication regarding emergency events and public safety trends and services.

MCSO should also consider all audiences with which they need to communicate. During AP Triton's site visit to the Mariposa County Sheriff's Office, we experienced instances among the staff where miscommunication and misinformation had been conveyed internally. While this is hardly unique in the law enforcement industry and likely will persist to some degree, intentional and strategic communications strategies employed by the Sheriff's Office can help to mitigate these challenges,

MCSO should consider moving from a public information officer model to a communications manager model. Communications managers are responsible for developing and executing communication strategies that support an organization's overall goals and objectives, while PIOs and professionals primarily focus on building and maintaining a positive public image for the organization and do not operationalize a comprehensive strategic communications plan.

Recommendation:
MCSO should move to a dedicated (one position with no collateral duties) Communications Manager model with appropriate staffing.

Recommendation:
MCSO should move to a dedicated (one position with no collateral duties) Finance and Budget Manager model with development of a potential unit to ensure appropriate staffing.

Many law enforcement organizations, recognizing that the technical expertise in organizational management and internal operations is just as valuable a commodity as the technical expertise in police operations, have created senior-level civilian professional staff positions. These positions, in smaller organizations, serve as business operations managers versed in areas of finance, human resources, grant management, and serve as both a trusted advisor to the executive team in these matters and as conduit for communication with county or municipal administration in these areas. The professional expertise of a business operations manager serves to ensure ground-truth information is being communicated. While they have the technical expertise to conduct financial analysis, manage grants, and other similar tasks, this is not the primary focus of the role, but rather to coordinate others in those efforts. Furthermore, being part of the executive team allows this position to have the positional authority to speak on the executive team's behalf in meetings with other departments or county administration and to have intimate knowledge of the strategic plan, operational priorities, and directions of the organization. The business acumen and non-sworn perspective these positions offer to the senior leadership can be invaluable in professionalizing a department and mitigating organizational blind spots. Furthermore, they can increase professional staff morale by creating a sense of parity in organizational importance with sworn membership and offering aspirational career development goals and a pathway for advancement.

Recommendation:
MCSO should move to create a Business Operations Manager position within the Executive Team, dedicated and distinct from other functions in that office.

The Undersheriff is the second-highest ranking member of the Sheriff's Office. The Undersheriff's responsibilities are to assist the Sheriff in running the day-to-day operations of the agency as well as lead strategic initiatives at the direction of the Sheriff. Additionally, the Undersheriff serves as a Sheriff's designee for specific responsibilities and the communications liaison between the Sheriff and the rest of the agency. They are engaged in planning, directing, and organizing operations, and coordinating functions of all divisions, units, and sections of the Sheriff's Office. The Undersheriff has three direct reporting Captains, each overseeing a major division of the Sheriff's Office. In addition, the Undersheriff has near equal access to the Public Information Officer and professional staff as the Sheriff, although they do not directly report to him. When examined from a strict span of control, the position of Undersheriff has a modest one-to-three ratio of supervisor to subordinates. However, given the scope of responsibilities the Undersheriff is tasked with managing, a greater span of control may diminish effectiveness and erode capacity.

When the Undersheriff position is examined from a workload and task complexity viewpoint, the position is arguably equally demanding as that of the Sheriff. The position requires a thorough understanding of the principles and practices of police administration and the administration of the criminal justice programs, court and correctional operations and programs, personnel management and budget administration, employee relations and collective bargaining, and a myriad of other management skills. The Undersheriff must have adequate knowledge of the full scope of the agency's functions. In MCSO, the Undersheriff serves as both a trusted advisor to the Sheriff and a conduit through which information flows down through the agency.

The sweeping sets of responsibilities for both the Sheriff and Undersheriff are indicative of the general culture in MCSO that is highly dependent upon collateral duties being assigned to personnel. Everyone in MCSO is either filling multiple areas of responsibility or is well beyond task saturation.

AP Triton was asked to analyze the workload of the various positions within the Sheriff's Office, and as mentioned previously, some of the data capture mechanisms make accurately assessing true workload difficult, if not impossible. Further complicating this matter is the practice of "collateral duties," or the practices of adding other responsibilities as "other duties as assigned."

While the practice of assigning collateral duties is not unique to the Sheriff's Office, many other organizations assign collateral duties relevant to a position as opposed to a person, and have assessed the total workload impact to ensure equitable workload distribution among staff. Absent a defined process for evaluating and assigning collateral duties, organizations tend to "pile on" work to the high performers. This practice, however, can lead to burnout and, through task saturation, diminish the overall attention that can be given to any one of their collateral duties, or worse, to their primary duties. Furthermore, by assigning duties to people rather than positions, there is an organizational tendency to become dependent on specific personnel for certain critical skills, creating single points of failure. Given the data capture practices of the Sheriff's Office, and the way collateral duties are assigned, a true, full-spectrum understanding of workload on any given member of the organization is difficult to calculate. It is likely that any assessment, especially for supervisors, underestimates the true scope and volume of workload.

Reporting to the Undersheriff are the three major divisions of the Sheriff's Office: Administration, Operations, and Custody, with each major division being led by a Captain. Dividing the Sheriff's Office along these major divisions and assigning a Captain to each is intended to allow for a more manageable span of control within each portfolio of work. While this organizational design appears to consider the number of directly reporting personnel to any one supervisor, it is unclear if other key factors, such as task complexity and task saturation, are considered in this design.

The span of control, portfolio of work, and workload of each division will be examined in greater detail next.

Administration Division

The division has 19.5 FTE authorized allocated to the functions and programs in FY2023–2024

The Administration Division is led by a Captain who oversees three distinct bureaus, each with its own subordinate units and responsibilities. While these bureaus include distinct subunits, from an organizational structure these components of each bureau are better equated to programs, but in multiple cases the programs lack designated staff and entail functions reliant upon collateral duties.

Professional Services Bureau

The first of the three bureaus is the Professional Services Bureau, which is comprised of civil processing, the Coroner/Public Administrator, evidence, fiscal, maintenance, and records.

The Civil Processing Unit is staffed by 0.7 FTE, with the estimated work demand requiring 1.0 FTE. The Civil Processing Unit acts as the third/unbiased party while processing and serving any documents from one individual or entity to another. They serve and execute all civil processes and orders that are accepted for service in the manner prescribed by law. By law, any civil process brought to MCSO must be valid on its face, issued by a competent authority, and accompanied by adequate legal instructions. In civil matters, MCSO cannot utilize criminal investigative tactics and tools such as computer inquiries of DMV databases, arrest records, or similar. Absent these tools, the civil process can be time-consuming work. Types of orders civilly served are restraining orders, subpoenas, wage garnishments, evictions, and other non-criminal documents of the court. Given the important role and statutory authority of a Sheriff's Office to perform this body of work, most Sheriff's Offices have dedicated staff to perform this function. Absent a dedicated staff, this is assumed as a collateral duty of the sworn Deputies assigned to patrol functions.

Recommendation:
MCSO should develop a dedicated staff of no less than one FTE to perform the work of the Civil Processing Unit. This could be comprised of part-time reserve Deputies, annuitants that maintain the standards of training for a Sheriff's Deputy, or through dedicated Sheriff's Office staff.

The Coroner and Public Administrator work is coordinated through the Administration Division. As mentioned above in the Executive Team analysis, this work is estimated to have 0.7 FTE assigned to it with the actual work consuming at least 1.5 FTE. The Coroner function is assumed as a collateral duty for all Deputies and reduces their focus on proactive and community policing strategies. Please see the previous recommendations for consideration of implementation.

The Records and Property Unit and Evidence Unit is staffed by 1.0 civilian FTE who is supervised by the Administration Captain. Combining these functions under a single employee is unprecedented and ill advised. The industry standard is to have two distinct and separately staffed units doing these respective bodies of work.

Records form the very backbone of accountability and transparency for any policing agency. The proper and timely review and coding of reports is essential to any crime analysis work. While the record management systems (RMS) play a crucial role in allowing for proper documentation and the production of meaningful data for analytics, there are some components of the work of a Records Unit that cannot be automated.

Current police records are expansive and much more complex than police reports. Police records include e-mails, text messages, presentations to the public, data information from systems such as an RMS or CAD, and body-worn camera footage. All may be subject to public records requests and any request requires proper analysis, a release determination, and proper redaction prior to release, or the organization faces potential liability for not responding to a public records request or failing to redact information as required by law.

Managing property and evidence is a crucial responsibility that requires appropriate care and attention, despite it being considered an unglamorous or undesirable job in policing. Property and evidence management is "one of the most important jobs in the entire police operation" per the U.S. Department of Justice's Office of Justice Programs. Increased drug enforcement, the use of DNA testing, and other developments in policing have made the task of logging, tracking, storing, and inventorying property and evidence more complex.

Managers of property and evidence rooms must understand and codify procedures, be aware of liabilities, and continually look for opportunities to improve and professionalize the systems they oversee. While some of the work can be accomplished with proper software and hardware systems designed for managing a property room, technology cannot replace human competence in this field. The MCSO Property and Evidence Unit maintains more than 20,000 pieces of evidence in its inventory.

The responsibilities of the Records and Property Unit and Evidence Unit are expansive and carry significant legal liability for the agency. They include maintaining evidence for criminal cases, ensuring chain of custody for evidence, facilitating proper evidence and property disposal, and ensuring record retention standards are met. MCSO's staffing resources, technology, and physical facilities for this set of functions are insufficient. It is estimated that the Records and Property Unit and Evidence Unit is understaffed on the magnitude of 0.5–1.0 FTE. Records staffing is currently 0.5 FTE, which is understaffed on the magnitude of 0.5 FTE or greater.

Recommendation:
MCSO should separate the functions of the Records and Property Unit and Evidence Unit, assigning a Supervisor and subordinate staff to each function. At the very least, there should be dedicated staff assigned to each of the units but could share a Supervisory position.

The Sheriff's Office has 1.75 FTE assigned to the Fiscal Unit, which is dedicated to performing internal financial functions such as accounting, budget planning and monitoring, and contract and agreement administration. However, it is estimated this unit is understaffed by approximately 1.25 FTE. It is industry best practice to have dedicated internal financial staff committed to assisting a law enforcement agency with the aforementioned tasks and with grant seeking, management, and administration. Understanding an organization's financial condition and forecasting future financial needs is essential to running any organization. The County Administrator's Office leads the financial, personnel, and budget management for County departments, which creates shared responsibilities and overlap between CAO's staff and County departments' staff. In some law enforcement organizations, city or county financial staff are imbedded in departments and completely accessible to leadership. The present approach to the MCSO Fiscal Unit does not provide for the capacity, capabilities, or internal or external transparency that are the standard of policing organizations in the twenty-first century.

Recommendation:
In conjunction with the recommended addition of a Business Operations Manager, MCSO should designate and assign professional staff to the Fiscal Unit and should assume direct management of all law enforcement-related grants.

The Maintenance Unit (also referred to as the Buildings/Grounds Unit) currently has no assigned positions to this function and the work is completed as collateral assignments by multiple employees. The Sheriff's Office would benefit from having dedicated staff to oversee the work, estimated at 1.00 FTE, or conversely could contract out for these services.

Recommendation:
MCSO should look examine contract services, volunteers, or other options to manage the body of work of the Maintenance Unit rather than keep the current arrangement to complete the work as collateral duties.

Community Services Bureau

The second bureau within the Administration Division is the Community Services Bureau consisting of Animal Control, the Carry Concealed Weapons (CCW)/Licensing Unit, Emergency Services, (public) fingerprinting, Search and Rescue (SAR), and volunteer programs including the Sheriff's Posse.

The Sheriff's Office Animal Control Unit has significant interaction and engagement with the community and is a highly visible and valued public service. The unit is staffed by 3.5 FTE, including 3.0 FTE Animal Control Officers and one Extra Help staff member. The workload is at a level that requires increasing staffing by an additional 1.0 FTE Office Technician to ensure adequate service delivery to the public. The Animal Control Officers report to the Division Captain. The services include investigating animal cruelty cases, animal licensing, housing, and adopting out stray and abandoned animals, as well as managing and caring for animals during emergencies. This unit, under its normal operational workload, is staffed adequately; however, when workload spikes—such as during emergencies or simultaneous numbers of high-effort cases—the staffing is insufficient and the agency should develop a staffing plan for surge workloads.

Recommendation:
Develop a flexible Animal Control Unit staffing model to address increased workload during emergency events and high demand on the unit.

The CCW/Licensing Unit provides licensing for concealed-carry firearms and has 0.50 FTE assigned, but the workload warrants the addition of 1.00-1.50 FTE. California law requires any person who desires to carry a concealed weapon in public to obtain a CCW license that may only be issued by the County Sheriff. Given this statutorily required role, MCSO must maintain proper staffing to process CCW license requests in a timely and accurate manner; not doing so places the County at risk of potential litigation.

Recommendation:
MCSO should dedicate professional staff to the CCW Licensing responsibility.

The Emergency Services Unit/Office of Emergency Services (OES) responsibilities were assumed by the Sheriff's Office in 2018 as the new unit was transferred into the agency. OES coordinates County responses to disasters and significant events with federal, State, and local partners. OES is responsible for a myriad of tasks regarding emergencies that include notifying the public; coordinating mutual aid, responding agencies, availability, and mobilization of resources; developing plans and procedures for response to and recovery from disasters; and developing preparedness awareness among the public.

The unit is staffed with a Patrol Sergeant and an Office Technician. To address the workload of this unit, which has increased and is expected to remain elevated, the staffing level should be appropriately increased. If OES remains within the purview of MCSO, staffing strategies for the unit could include adding one additional Office Technician, and ultimately replacing the Sergeant with a professional staff member that has emergency management experience and qualifications. The work performed by OES is highly specialized and a priority of the CAO's Office, Board of Supervisors, and the public, and its capacity constraints have real impacts on the County's ability to plan and manage emergencies. The capacity constraints have been felt with increasing impacts as Mariposa County has experienced sequential years of catastrophic emergencies, such as severe weather events and wildfires. The frequency of these emergencies appears to be a sustained trend and should be anticipated and planned for annually.

It should be noted that there are various models employed in California with no standard for a county emergency services function to fall under the umbrella of a Sheriff's Office. OES are often stand-alone entities, separate from policing or fire services and with specialized staffing. Given the recent history of disasters and the ongoing frequency and volume of hazards in Mariposa County, they should conduct a cost/benefit analysis of building a distinct Emergency Services Office separate from the Sheriff's Office and managed by a Director of Emergency Services.

Recommendation:
This OES unit was not properly staffed when assumed by the Sheriff's Office in 2018 and the workload has continued to increase. To address the workload, which is expected to remain elevated, the staffing level should be increased by adding one additional Office Technician, ultimately replacing the Sergeant assigned to the unit currently. Funding for the position could come from reimbursements related to emergency response.

Recommendation:
Mariposa County, in cooperation with the Sheriff's Office, may consider divesting the elected Sheriff of the responsibilities of the Director of Emergency Services and the Office of Emergency Services and explore the option of developing a separate County department or office.

The Search and Rescue Unit (SAR) is staffed as a collateral assignment. Multiple Sheriff's Deputies and one Sergeant serve in collateral assignments to manage volunteers and provide search and rescue services for the County. The SAR responds to a wide array of emergencies from fire evacuations to water rescues to backcountry rescues. This unit would benefit from dedicated staffing rather than staffing on collateral assignments, to achieve consistency of services, workload management, and ownership of the assignment. It is possible that the SAR Unit Sergeant assignment could be combined with management of other units depending upon the other assignments.

Recommendation:
MCSO should develop data-capture mechanisms to determine the workload of the SAR Unit and study staffing alternatives to best address the needs and expectations of the County and community.

The Volunteer Unit is staffed as a collateral assignment. There is currently no dedicated staff to manage the Sheriff's Office Posse, a group comprised of community members who provide support in many ways including public education/representation and assisting in emergencies. Staffing for the Volunteer Unit could be an assignment combined with SAR Unit assignment. Additionally, the department's Reserve Program could also be managed in tandem with the SAR and Volunteer Units since these units share commonalities regarding managing volunteers and community outreach and involvement. Regardless of the management approach, volunteers and reserves must have adequate training and oversight to limit potential liability exposure.

Recommendation:
MCSO should consider assigning one Patrol Sergeant to manage, monitor, and ensure training of volunteers, to include the Sheriff's Posse and Reserve programs.

Court Services Bureau

The third bureau in the Administration Division is Court Services, which oversees the Bailiff and court security, who report directly to the Administration Division Captain. Court-related violence can pose a significant challenge. The courthouse is a place where moods, personalities, and lives come together during times of disagreement, and therefore a degree of volitivity and violence are always present. There is always a potential threat to courts, judges, and administrative staff, and court security must be present to protect the officers and employees of our judicial system. Beyond the physical security of the courthouse and staff, court security must also consider the protection of the function and integrity of the judicial process from disruption and derailment. The work of court security in the modern era is more than simply a security guard providing a physical presence; it is a sophisticated operation involving threat assessments, physical security, and information management, to name just a few of the considerations.

The staffing model for MCSO courthouse functions is reliant upon shared staffing with other MCSO divisions, which creates challenges in planning and resourcing. Although there is a dedicated Bailiff (1.0 FTE) assigned to the courthouse, this staffing is insufficient and other Custodial Deputies and Deputy Sheriffs are assigned on detail to serve as backup. The appropriate staffing model for the unit is 2.0 FTE dedicated staff. The Court Security Unit is treated as a collateral assignment. The Courthouse Security is staffed with four Extra-Help employees who are returning retirees; however, the staffing level is insufficient to manage the workload. For stability and planning purposes, it should include dedicated positions. Ideally, two additional FTEs or four more extra-help employees would be appropriate to meet the workload.

Recommendation:
For all programs under the Court Services Bureau, two additional FTEs or four more extra-help employees would be appropriate to meet the workload of the Court Security Unit. One additional Deputy dedicated to the Bailiff Unit is appropriate.

Operations Division

The Operations Division is the largest division of MCSO. It is comprised of the Patrol Bureau, the Special Operations Bureau, the Investigations Bureau, and the Communications Bureau. The division has 43.0 FTE authorized and allocated to the functions and programs in FY2023–2024. While the Operations Division is more robust than the Administration Division, many of the units under the various bureaus do not have dedicated staff or have a minimal level of staffing so as to not be representative of a unit or team.

Patrol Bureau

The Patrol Unit is the most visible unit of the Sheriff's Office and operates 24 hours a day, seven days a week, and 365 days a year. Patrol is the largest unit in the Operations Division. The Deputies patrol the County's 1,463 square miles, 600 (County-responsible) miles of roadway, and 14 square miles of waterways. Deputies patrol communities, roadways, and neighborhoods and respond to emergency calls, fires, medical aids, and general law enforcement requests. They respond to all types of emergencies, including medical emergencies. Patrol Deputies generally create two types of reports: information reports and general case reports.

Information reports are taken when no laws are broken and no crimes have occurred, but the information is recorded for documentation purposes. General case reports are taken when a crime occurs or more in-depth information needs to be gathered. These reports are generally felony, misdemeanor, or coroner investigation reports. It is worth mentioning that MCSO must write a report to give a disposition and close all calls for service. MCSO has no way of recording a call as closed nor why it was closed, other than to require the Deputy to write a report, no matter how short and regardless of the nature of the call for service. This creates significant workload and time-consumption issues that draw away from the core work of the Deputies. This is not a common practice among modern policing agencies.

Most agencies have computer-aided dispatching (CAD) systems that allow personnel to add notes and context as a means of documentation for calls that otherwise would not merit a police report. Furthermore, call disposition is handled by the mobile display computers (MDCs) in police service vehicles. The practice of Deputies returning to a physical office location to be able to write reports in order to close all cases is onerous and causes significant time waste.

Patrol staff operating out of three stations: the main Sheriff's Administrative Building within the town of Mariposa, Station 1 in Greely Hill, and Station 2 in the LaGrange area. However, for all practical purposes, Operations are essentially run out of the Sheriff's Administrative Building. Staffing includes 26 Patrol Deputy Sheriffs, three Patrol Sergeants, and one Special Operations Sergeant. Additionally, there are one Detective Unit Sergeant, three Detectives, and one Lieutenant that report to the Division Captain. The Lieutenant provides direction and oversees the Operations Division. There is a single Lieutenant in the department, which makes the position near tantamount to the level of Captain within the organization.

Daily minimum staffing, per policy, for each patrol shift is a Sergeant (with some exceptions) and four Deputies. Three Deputies are assigned to the southern portion of the County and focus on the town of Mariposa or serve as a roving patrol, with a fourth Deputy operating in the northern part of the County. While ideal staffing would add one additional Deputy, accommodations for paid time off (vacation and sick leaves) and staffing vacancies make this a financial and logistical challenge per internal stakeholder interviews. Staffing challenges regularly require overtime to meet policy mandated minimums.[11] Furthermore, functional staffing is impacted more by other obligations, such as court or hospital guard duty for arrestees receiving medical care, further strain limited staffing resources. It should be kept in mind that minimum staffing is designed to meet minimum mandatory and essential service delivery. It is not adequate to allow for investigative follow-up, proactive community engagement, warrant service, or other commonly expected functions.

Staffing challenges are compounded by opaqueness of information from the County scheduling system. The Patrol Lieutenant, responsible for staffing the Operations Division, does not have access to the employee leave balances, which is critical information since the County has mandated time off to minimize leave payouts and holiday pay. Per internal interviews, the lack of schedule transparency from the County Administration extends to an unwillingness to inform MCSO command if employees are on Family Medical Leave Act (FMLA) qualifying leave, making it impossible to determine if an employee is required to return back to work. These challenges in scheduling have led to significant reliance on overtime, which has created employee fatigue and burnout.

[11] During internal stakeholder interviews, it was anecdotally shared that staffing these overtime shifts is often a significant enough challenge that it is not readily met, causing significant periods of time without minimum staffing per policy. Given data limitations, it was difficult to determine if this was a perception or an accurate statement from stakeholders.

During those same internal stakeholder interviews, it was also conveyed to us that the Deputy working in "north County" rarely self-initiates activity and responds slower to calls in order to allow for travel time for back-up Deputies to arrive at the location of the call for service. While these precautions are understandable in the context of Deputy safety, functionally they can translate to lower service performance for the communities of the northern part of the County.

Minimum staffing levels for patrol requires law enforcement supervisors and command personnel to staff sufficient numbers of Patrol Deputies to respond to calls and provide an adequate level of protection to the public, but also to maintain Deputy safety. Ensuring patrol units are properly staffed to have adequate assisting and cover units available is an industry standard and community expectation.

There are 26 MCSO Patrol Deputies (30 staffed deputies, less two assigned to detectives, one as the bailiff and one as a School Resource Officer), and each earns a minimum of 80 hours of leave per year. Just managing leave at minimum accrual rates means that at least one Deputy is on leave on any given day, leaving a single Deputy in excess of planned staffing on at least one shift. This does not take into consideration staff draw-down from unplanned factors such as sick leave, injuries, parental leave, or catastrophic events. Per the data provided to AP Triton, the 2020 to 2022 annual average of hours worked per employee in the Operations Division was 1,807.25 hours, or stated another way, on average they had 275.75 hours of authorized leave. This is roughly 6.9 weeks of absence per Operations Division employee per year. This equates to roughly a deputy per shift, per day (3.44 FTE per day on average) being on authorized absence. Understanding this authorized leave rate and aspiring to have better than minimum staffing, MCSO should increase the number of Deputies assigned to patrol specific work.

While a weighted examination of workload that factors in historic rates of authorized leave types would be ideal for determining appropriate minimum and optimal staffing, due to data accessibility and complexity challenges, a more nuanced understanding of staffing could not be developed for MCSO. While not ideal, these still clearly paints a picture of the staffing challenges for patrol deputies. It is widely accepted that a rough gauge of patrol availability in policing is to assume a deputy or officer, when factoring in training, court, authorized leave and other variables, is roughly 70% of total possible work hours (held 2080 per annum as standard for an FTE). MCSO is within reasonable variance of this rough industry gauge.

Recommendation:
MCSO should adopt a minimum staffing level of five Deputies on shift to ensure two are assigned to patrol the north County area.

Recommendation:
MCSO should increase patrol staffing. Given leave balances, mandatory training, sick leave, and other variables that influence the absenteeism rate, an appropriate staffing level would be 32 Deputies assigned to serving as patrol deputies (not the bailiff, detectives or SRO).

Sergeants are assigned to a four-day workweek with a 10-hour workday shift schedule. As a result, there are not an adequate number of Sergeants to ensure that a Patrol Supervisor is always on duty. The practice, as has been explained to AP Triton, is for Patrol Sergeants to end their shift at 2:30 in the morning, leaving the Patrol Deputies without a supervisor until 7:00 AM the following morning. Field Training Officers are expected to act as ad hoc supervisors during this window of time. This is outside the standard of practice for the policing industry and creates liability issues for the organization. Adequate oversight and supervision of front-line law enforcement personnel is an industry standard that has potential employee safety and legal implications.

Recommendation:
MCSO should increase the staffing of Patrol Sergeants to at least six total, assigned to three shifts to ensure 24-hour a day supervision. If there are not adequate numbers of Sergeants to assign to each shift, a Sergeant should be hired on overtime to meet adequate supervisory staffing.

Patrol operations operate with two basic models: reactive and proactive policing. Reactive policing is epitomized by officers responding to calls for service and crimes that have already occurred. Proactive policing focuses on preventing and disrupting crime and working with the community to reduce crime. Given the vast geographic areas of responsibility and minimum staffing, much of the work of MCSO's Patrol Deputies is reactive in nature, with time being consumed transiting throughout the County to arrive at calls for service.

To mitigate the impact of the vast geography and create more discretionary time for proactive strategies and community policing efforts, the two Deputies on the south end of the County largely focus on the relative larger population center of Mariposa, occasionally patrolling other communities in the County. This is a logical approach but creates inequities amongst County residents in the quality and frequency of policing services they receive.

In the community engagement discussions AP Triton had with Mariposa residents and businesses, it became increasingly clear that one of the highest values that that the community places on the Sheriff's Office is direct access, collaboration, and relationships with the Sheriff's Office, which is predicated on the visibility and interaction the community has with the Sheriff's Office personnel in the field.

Recommendation:
The Sheriff's Office should consider redeploying Patrol Deputies as Community Deputies who focus on community engagement, business outreach, and proactive problem identification. Alternatively, if funding and position authority were made available, the Sheriff's Office could add additional Deputy positions and create a new Community Policing Bureau under the Patrol Division.

In addition to traditional patrol work, the Patrol Bureau has several "units" with specialized functions. These units are predominantly staffed as collateral duties with no dedicated full-time staff, and have characteristics that are similar to programs, such as the units under the purview of the Administration Division.

The Boating Unit, also referred to as Marine Deputies, is staffed as a collateral assignment. The unit is composed of two Deputies and one Sergeant who monitor and enforce boating safety in Lake McClure, Lake McSwain, and the Merced River. This assignment is not only collateral, but also seasonal in nature. Boating safety and police services on recreational waterways are essential in communities with waterways with significant tourism. The Sheriff's Office is fortunate that funding this work comes from dedicated, ongoing grant resources.

The Field Training Unit is a collateral assignment. Field training of law enforcement personnel is essential to employee development and assessment. Proper field training will introduce new Deputies to the personnel, procedures, policies, and purposes of MCSO and provide an initial mechanism for both formal and informal training specific to the organization and the day-to-day duties and expectations. A well-functioning and properly staffed field training program can help to cultivate the leadership, technical, and communication skills essential to serving as a Peace Officer and advancing in the organization.

Central to any field training program are field training officers (FTOs). Beyond meeting the training criteria outlined in an organization's field training manual, FTOs serve as coaches and mentors to new deputies. FTOs ensure new deputies are competent, skilled, and dedicated professionals capable of working in the frequently autonomous conditions found in police work. FTOs serve in a premium assignment assigned as a collateral duty, train new Deputy Sheriffs and can be designated to serve as supervisors on shifts when no Sergeant is available. This critical body of work is divided in MCSO among eight Deputy Sheriffs designated as FTOs and comprises approximately twenty percent of their assigned responsibilities.

The Canine Unit, also referred to as the "K9 Unit", is a collateral assignment. Police service canines and their handlers, also commonly called canine teams, require significant training to ensure the team's skills meet the standards of the State and professional organizations. While police canines can be trained to track and detect a multitude of items, they must undergo rigorous and ongoing training for each specific type of tracking and detection.

These animal partners offer invaluable skills and service to law enforcement agencies but carry with them potential liability if training standards are not met or thorough training records are not maintained. To increase the chance of these working dogs' success in their missions, many departments have gone to sole-purpose dogs—in other words, training a canine as a patrol tracking dog only or a drug detection dog only.

The MCSO Canine Unit is staffed by a 0.50 FTE Sergeant; however, the workload for police canine service warrants an estimated increase of 1.5 FTE in the number of Canine Unit Deputies. The Canine Officers are trained in narcotic detection, patrol work (the tracking and apprehension of suspects and evidence detection), and explosive detection.

Recommendation:
MCSO should assess the total workload of Canine Unit teams by major focus. Based on this research, MCSO should evaluate the potential expansion of the program to meet areas of the most critical service demand.

While the utility and efficacy of school resource officers (SROs)/deputies is a debated topic, SROs can be highly valuable assets that serve to liaise between the community and law enforcement agencies. SROs provide physical safety and a deterrence to violence, but more importantly serve to foster a community-oriented approach to police contact with youth. SROs often play an important role in detecting child abuse of all types; because of the relationship-development nature of their work, they may be the only adult or policing professional an endangered or at-risk youth may reach out to. MCSO's School Resource Unit consists of one Deputy Sheriff assigned as an SRO. MCSO is looking to expand the SRO program and staffing to serve the North County schools. This is a grant-funded assignment, funded with tobacco tax resources, to provide services to all schools within Mariposa County.

Recommendation:
The Sheriff's Office should explore the expansion of the SRO program to include an additional Deputy for the North County schools, under the assumption that the position would be externally funded.

The second bureau of the Patrol Division is the Special Operations Bureau. Special Operations oversees the Honor Guard, Training Unit, and Unmanned Aerial Vehicle Unit (UAV). Most of the work in these units is done as collateral duty by multiple employees.

An Honor Guard represents pride in the law enforcement profession, presenting a positive and professional image to the public. While symbolic in nature, the symbolism matters as an outward expression of professionalism, pride, integrity, and honor for the department as both an exemplar and an aspiration for an organization's membership.

Honor Guards serve as representatives of the MCSO at memorial ceremonies, funerals, and other solemn and ceremonial functions. MCSO's Honor Guard has no dedicated staffing for the unit/program. Five Deputy Sheriffs and one Patrol Sergeant support the program on collateral duty.

A training program that includes both initial new-hire training and ongoing incumbent training is essential to any professional law enforcement agency. The agency training unit has responsibility for the development and delivery of all training to the organization. Training and education prepare sworn members and specialized professional staff to understand and respond to the needs of the community, ensure employee safety, and hone the requisite set of skills in modern policing to ensure an organization meets or exceeds best practices. Training to current standards and mandates not only helps a law enforcement agency prevail in litigation, it can also avert it from occurring.

MCSO's Training Unit is staffed by many employees working the assignment as a collateral duty, with total staff dedicated to the unit equivalent to 1.25 FTE. MCSO's intent is to develop professional subject-matter experts to staff the Training Unit at a level appropriate and in line with industry standards. The estimated staffing requirement to meet the workload is equal to that of 3.0 FTE.

While MCSO is clear on their need for a dedicated Training Unit, it is unclear how they assess training needs, evaluate potential training options and opportunities, and maintain clear records outside of the California POST system. Furthermore, training is treated as universal to sworn members without ongoing or developmental specialized training relevant to investigators and supervisors, which is an industry standard of practice.

Additionally, the agency does not have a formal training plan developed for civilian staff, which is not unusual for law enforcement agencies. However, investing in a comprehensive training program for non-sworn professional employees would assist MCSO with recruitment, retention, and employee performance relative to those positions.

Recommendation:
MCSO should conduct a training needs assessment and publish internally the implemented annual training plan prior to the start of each year. While a small number of blocks may be left open for emergent training needs, this strategy provides a roadmap for training, allows training to build off other material already offered, and allows for differentiation of training for specific job functions.

Recommendation:
Clear and detailed lesson plans should be submitted, approved, and retained for all training, including specialized unit training.

Recommendation:
The Training Unit must begin to develop professional staff training and maintain training records for those personnel as well.

Recommendation:
MCSO should acquire dedicated training record software to track training records, provide notification of individual training needs, and increase accessibility to training records.

Absent a dedicated staff for the Training Unit, training needs assessments, training plans, vetting of outside vendors, and the maintenance of training records is at risk of not meeting standards. While MCSO does track and adhere to the California POST's required training for their staff, this should be viewed as the minimum requirement. Training programs are tailored to individual agencies, considering the unique needs relative to evolving case law, community expectations, and best practices, while ensuring the training offered is relevant to the work assignments and, if outsourced, offered by reputable and respected vendors.

Recommendation:
MCSO should enact an immediate plan to develop a dedicated, full-time Training Unit comprised of one Sergeant and two Deputies. This unit should cover all training needs for the entire organization (patrol, custody, investigations, command and supervisors, and professional staff).

Air support, the use of aviation assets, is a standard operational resource of modern law enforcement, and has some particular utility in rural environments. The ability to monitor events from a bird's-eye view allows law enforcement agencies to slow down situations, gain valuable information, and scale responses appropriately. Despite the benefits of air support, many smaller municipalities have historically struggled with the cost of such programs. Aircraft, whether fixed wing or helicopters, are expensive to purchase, operate, and maintain.

Smaller law enforcement agencies have been forced to rely on contract services, shared resources, or mutual aid to mitigate the cost of air support. The advent of unmanned aerial vehicles (UAV), now relatively inexpensive to acquire and operate, have offered some of the benefits of air support to agencies of all sizes. UAVs provide utility for MCSO's operations but, as for any public agency, have significant technical and legal challenges that must be addressed before they can be safely and legally utilized.

MCSO has developed a UAV Unit, but the unit lacks dedicated staff. The unit, as mentioned above, operates under significant technical, policy, and legal implications and therefore MCSO would be well served to develop subject-matter experts dedicated to the Unit. The total workload of the Unit is estimated at 1.0 FTE. However, if MCSO's utilization of UAVs follows the experiences of other law enforcement agencies, this workload will likely increase.

Recommendation:
MCSO should develop robust UAV polices that comport with State and federal laws. MCSO should develop a UAV training program and train UAV pilots that span the organization's operation days and hours.

Investigations Bureau

The second bureau of the Operations Division is the Investigations Bureau. It supports the overall mission of MCSO by providing specialized criminal investigative services for matters that require highly specialized knowledge or skills for a successful conclusion (such as an arrest and prosecution, return of property, or the identification of a suspect), require a high need for confidentiality, require coordination across units in MCSO or with other police agencies, require surveillance or undercover work, require investigative resources over a protracted period of time, and/or exceed the personnel strength or expertise of patrol resources. A properly staffed, coordinated, and supervised investigative unit is essential to meeting community expectations and resolving criminal matters in all but the smallest of police agencies.

MCSO does not appear to have any clear divisions for areas of focus (e.g., property crimes, person crimes, crimes against society, or specialized investigations), nor an approach that would be in alignment with best practices. Instead, the agency largely relies upon a generalist detective skills approach given the very limited resources committed to investigations. The primary focus of Detectives assigned to the Investigations Bureau is generally felony-level offenses, particularly homicide, person and property crimes, elder abuse, sex and domestic crimes, narcotics, and financial crimes. Misdemeanor and lower-level felonies are delegated to the Patrol Bureau for case follow-up. The Investigations Bureau is led by a Sergeant who supervises three Detectives (two listed in HR staffing as "Patrol Deputies" and one as a "Detective"), one of whom is split with Health and Human Services. Analyzing this span of control, absent task load or task complexity, shows a 1:2 ratio or 1:1.5 FTE.

Considering the light staffing of the Investigations Bureau, AP Triton was briefed on the caseload, which is significant and exceeds the capacity of the current number of Detectives for appropriate case management and resolution. It is difficult to determine the active caseload for the Investigations Bureau since the agency does not have case management software. This further means that follow-up of lower-level cases assigned to Patrol are not tracked in a single system either. The lack of formal case management tracking falls far outside the standards of the policing industry and best practices.

Absent a clear record of caseloads, AP Triton was required to extrapolate information from CAD data, 2022 National Incident Based Reporting System data (NIBRS), and anecdotal evidence. Looking at 2022 NIBRS data, over 350 felony crimes were reported to have occurred. While a single crime event and arrest may constitute multiple felonies reported in this data and there are assumptions made on AP Triton's team regarding what constitutes a felony under California statute compared to the NIBRS reporting criteria, the caseload is still significant, especially if assigned to just two Detectives.[12]

During the site visit, it was anecdotally conveyed that at least one death investigation had gone uninvestigated for roughly a year because of insufficient investigatory resources. The understaffing of the unit has created a significant backlog in caseload, with negative impact on case clearance rates (the total number of cases closed in a calendar year divided by the number of cases that occurred in the same year).

It should be noted that "clearing" a case does not necessarily mean a suspect was identified, an arrest was made, an arrest warrant was issued, or charges were filed. Cases can be "cleared" for lack of investigative leads or other administrative reasons. It is a reasonable assumption that clearance rates would be greatly improved by increasing the number of Detectives in the unit.

Common practice among smaller and midsize police agencies is to develop capabilities, particularly in the investigative and administrative areas, by assigning the work to a single subject-matter expert; however, this is suboptimal for reasons of workload and lack of redundancy. Having a single expert manage critical functions often creates single points of potential failure for organizations. Investing the significant training and knowledge development needed to develop an experienced and seasoned Detective also requires specialized training.

[12] Federal Bureau of Investigation, *NIBRS 2022*, https://nibrs.fbi.gov/2022/ for Mariposa County.

The skills needed for forgery and fraud investigations are distinctly different from those needed for sexual assault and human trafficking investigations, for example. Therefore, Detectives should develop areas of expertise, even if serving in a small pool. Because of lack of redundant knowledge, if a Detective is out on long-term leave or leaves the agency, case knowledge will be lost. The specialized investigative disciplines should have at a minimum a second Detective assigned as back up, to increase organizational resiliency.

MCSO is critically understaffed in their Investigation Bureau. For comparison, per the U.S. Bureau of Justice Statistics, in 2020 a law enforcement organization serving a population the size of Mariposa County would have just over 11% of their total staff assigned to investigations units.[13] Assuming the general staffing of MCSO was appropriate to meet this average, MCSO would need 9.7 detectives assigned.

Recommendation:
MCSO should increase the size of its Investigation Unit by an additional four (4) Detectives immediately, with plans to add three (3) more by 2030, as informed by future needs assessments. The additional staff will require the addition of an Investigations Sergeant to maintain proper supervision.

Recommendation:
MCSO must acquire or develop in-house software that allows for case management, case tracking, and case assignment, and that comports with investigations industry standards.

[13] Goodison, Sean, *Local Police Departments Personnel, 2020*, Bureau of Justice Statistics, U.S. Department of Justice, Washington, D.C., November 2020.

While recreational marijuana has been legal in California since the passage of Proposition 64 on November 8, 2016, the illegal marijuana industry continues to be a challenge for law enforcement and the safety of the public. The lucrative nature of marijuana, both legal and illegal, has not only continued to drive an illicit market in sales but in production as well. While "grow houses" have been a news topic in urban settings, outdoor illegal marijuana growing operations continue to blight rural communities because of the cost-effectiveness of growing outdoors.

Not only has the illicit sales and growth of marijuana continued, but the violence associated with the industry has continued, much of it emanating from the nexus of organized crime and the cannabis industry. Mariposa County is not immune to these challenges; in fact, in July 2021, a "fight between illegal marijuana growers in Mariposa County left one dead and two injured."[14]

To address the challenges and concerns pertaining to the illicit production of marijuana, MCSO has a Marijuana Enforcement Team Unit (MET). The MET is staffed as a collateral assignment by Patrol Deputies, Custodial Deputies, Detectives, and Probation Officers who work missions in collaboration with State and federal agency partners. Currently the staffing includes multiple Deputy Sheriffs and Detectives, one Patrol Sergeant, and one Lieutenant that provides supervisory and administrative oversight.

The workload for this function is estimated to require 6.0 FTE. The MET receives outside funding to support its initiatives and missions, works with partner agencies, and provides value to the community by addressing the illegal marijuana production industry with a nexus in organized crime and human trafficking. It should be noted that the infrastructure for trafficking controlled substances and other criminal commodities is agnostic to what is moved through them. These structures will adapt to criminal consumer demands—whether it be drugs, humans, or goods—and efforts to disrupt this illicit industry has benefits beyond the manufacturing and sale of illegal marijuana in Mariposa County.

[14] "1 dead and 2 injured in illegal marijuana operation, Mariposa County deputies say," YourCentralValley.com, posted July 11, 2021.

Recommendation:
MCSO should assign a dedicated Sergeant to the MET to have ownership and coordination responsibilities, as well as maintain continuity of operations, impart knowledge, and cultivate and sustain relationships with partner organizations.

The Professional Standards Unit (PSU) of MCSO is tasked with the intake of complaints and, as needed, conducting investigations to ensure members have adhered to department policy and procedures and meet the organization's standards of professionalism and performance.

Many units in other law enforcement agencies have a broader scope of work to include managing policy and procedure updates and reviews, making training recommendations, conducting internal auditing to include auditing of body-worn camera footage, and conducting internal investigations on all complaints of misconduct against any member of the Sheriff's Office. The PSU of MCSO is more analogous to an Internal Affairs Unit.

While MCSO would benefit from their PSU adopting the broader body of work that is the industry standard for the position, MCSO's PSU position will be examined relative to the work of an Internal Affairs Unit, given its function. The industry standard in internal affairs is to have a compartmentalized investigative unit tasked with conducting administrative investigations into allegations of misconduct.

While complaints of minor misconduct may be handled by supervisors, following proper training in conducting internal administrative investigations, it is best practice to have more serious handled directly and discretely by trained internal affairs investigators. MCSO currently contracts services for this task. While this meets the need of the organization at present. Additionally, industry best practice is to ensure internal investigation files and information are compartmentalized as they are designed to be investigations into policy and must be kept separate from any ongoing or potential criminal investigation. While these files are kept separate in physical storage, the contract nature of MCSO's internal affairs process makes assessing it for adherence to best practices difficult.

Dedicated staff is the best-practice approach to maintaining this compartmentalization and absent this approach, rigorous internal controls must be implemented and adhered to mitigate potential exposure to the Sheriff's Office. The work of the PSU is divided between multiple administrative and supervisory staff and contractors, with no positions dedicated to the unit.

Due to the sensitive, confidential, and legal nature of the work performed by the unit, MCSO would benefit from dedicated staffing of the unit, estimated at 1.0 FTE. It should be noted that, provided proper training and experience, this can be accomplished by professional staff instead of a sworn Deputy.

Recommendation:
MCSO should staff the Professional Standards Unit with a dedicated position due to the specialized sensitive, confidential, and legal nature of the work.

The hiring of Sheriff's Office personnel appropriately requires rigorous screening to perform the life/safety functions of law enforcement professionals. As such, there is a need to conduct pre-employment background investigations that are far more comprehensive and sensitive than those traditionally handled by human resources.

MCSO addresses this need for thorough vetting of prospective employees through the Background Investigations Unit. The Background Investigation Unit is staffed as a collateral assignment of a part-time retired Deputy, creating a single point of failure. As a collateral duty, appropriately trained other Deputies could potentially also perform pre-employment background screenings.

The industry standard is to have a dedicated, full-time, and trained pre-employment background investigator or to contract those services with a vetted and credentialled company. As of July 1, 2023, the State of California requires pre-employment background investigators to have completed California POST's Background Investigators 32-hour course of instruction. Furthermore, as a prerequisite to attend the course, a person must be a certified Peace Officer or licensed private investigator. Failure to meet this requirement is a violation of California Penal Code.

Recommendation:
MCSO should invest in developing a cadre of no less than four employees to serve as Background Investigators and ensure they have the required training. MCSO should assign a single supervisor position to oversee the program (if it is to continue as a collateral duty) and require that supervisor to complete the required background investigator training as well. Background investigation work, if continued as a collateral duty, should be performed on overtime to ensure adequate focus and time needed to complete the work, rather than treating it as a collateral duty accomplished while on shift.

Communications Bureau

The final bureau under the Operations Division is the Communications Bureau. The Communications Bureau has two component units: the Dispatch Unit and the Technological Services Unit.

The Dispatch Unit runs the emergency communication operations of the County. The mission of the Communications Bureau is to work with the community and public safety partners to ensure the effective and timely answering and dispatch of emergency (9-1-1) and non-emergency calls for service. The Dispatch Unit is the emergency answering center for all 9-1-1 calls made within the County.

The Dispatch Unit staff are responsible for radio communications with all Sheriff's Office personnel and are able to monitor movement of staff in the field, allowing them to dispatch the closest available Deputy to a call/incident. Emergency call-takers receive emergency calls of all types, including weather and road conditions.

However, the unit not only serves as the Public Safety Answering Point (PSAP) for the County, but also fills the role of Mariposa County's general information number. This second task of serving as the County's "4-1-1" is one of several practices that are outside industry standards. It commits both the call line and call-taker to tasks that may compromise their ability to focus on their priority duty of answering and dispatching public safety calls.

Recommendation:
The Dispatch Unit should not take general-information calls, but if that is the continued intent, a new work unit should be tasked with assuming that task as a separate responsibility. The Emergency Dispatchers should be responsible for only public safety-related calls.

While California law is not as prescriptive in minimum staffing standards for PSAPs than other states, the industry standard is to have no less than two trained and certified telecommunicators (also referred to as call-takers) answering 9-1-1 calls at all times, and to be staffed so that 90% of 9-1-1 calls are answered in 15 seconds or less. The PSAP should have a comprehensive resiliency and back-up plan to mitigate the risk of a disruption of services. Additionally, it is best practice to have the PSAP telecommunicators and dispatchers supervised by an experienced telecommunicator and dispatcher that holds advanced credentials in the field (e.g. National Emergency Number Association Center Manager Certification Program).

MCSO's Dispatch Unit is staffed with eight Dispatchers, who serve as both telecommunicators/call-takers and dispatchers, and one Extra Help Dispatcher. The Dispatchers report to and are supervised by a Patrol Sergeant, not a Dispatcher Supervisor. Administration and supervisory staff outside of the unit assist to perform work for the unit as a collateral duty. In addition to the tasks noted above, MCSO Dispatchers perform many duties in addition to call-taking and dispatching.

The ancillary duties assigned to the Dispatchers include assisting with administrative tasks related to patrol staffing, general administrative work for the agency, coordinating training, managing training records, data entry, and coding and entry Deputies' reports. The unit is significantly understaffed and diverted from their core responsibilities. During our stakeholder interviews, we were told that it is not uncommon for a single Dispatcher to be on duty at any given time. Given the importance of their primary role, and being saddled with additional duties, MCSO Dispatchers face task saturation on a daily basis.

It was also conveyed to AP Triton that, until recently, Dispatchers had no formal, certified training. While this is a more recent requirement for those being hired as new Dispatchers, the long-serving Dispatchers are exempt from the new requirement. California POST has a 10-hour Public Safety Dispatcher Course.

Recommendation:
MCSO's Dispatch Unit is understaffed and, due to the risks and liabilities inherent in performing this emergency services function, the staffing should be increased by a magnitude of three Dispatchers and one new, full-time, dedicated Dispatch Supervisor position.

Recommendation:
MCSO should require all Dispatchers to complete the California POST Public Safety Dispatcher Basic Course, regardless of whether they have previously been given an exception to the requirement.

The Technical Services unit manages the technologies developed and used by the Sheriff's Office and is staffed by the Special Operations Sergeant, who dedicates roughly half of their time to this work. The increasing reliance of modern law enforcement agencies on technological solutions is significant and includes the use of hardware, software, and other systems for reporting, records management, investigations case management, evidence intake, processing, and inventory management; mobile data terminals in vehicles; patrol radios; and 9-1-1 call triaging and dispatching technology. Having a single point of failure by investing the responsibility and subject-matter knowledge reliance in one employee is ill advised.

Furthermore, MCSO's present technology systems and capacity are grossly inadequate, with some systems no longer standard within the policing industry as of more than 20 years ago. Operating with inadequate or non-existent technologies presents significant liability for law enforcement agencies, and this is an area of the agency that requires dedicated staff that possess subject-matter expertise.

Recommendation:

Because of the dire technology needs of Sheriff's Office and the liability and risk of not having adequate technology systems for life/safety functions of the County, there is a high-priority recommendation to add additional resources or contract out for technology services and staffing. It is estimated that the workload of the Technical Services Unit warrants an additional 1.5–2.0 FTE to replace technology systems, implement new technology, and maintain technology solutions. The complexities of assessing technology solutions to meet the diverse operational demands of MCSO warrants an in-depth, separate Technology Needs Assessment that ideally would be conducted by a suitable contractor.

Custody Division

The Custody Division has 23.0 FTE authorized allocated to its functions and programs in FY2023–2024.

The Custody Division is comprised of two bureaus: the Custodial Operations Bureau, which oversees the Field Training Unit, Prison Rape Elimination Act (PREA) Unit, and Transportation Unit; and the Custodial Special Operations Bureau, which oversees the 290 Compliance Unit, the Home Detention Unit, the Maintenance Unit, the Technical Services Unit, and the Training Unit. Both bureaus are focused on the Mariposa County Adult Detention Facility, also referred to as the County Jail, a Type II facility. Type II facilities are used for the detention of persons pending arraignment, during trial, and upon a sentence of commitment. Mariposa County's jail was built in 1994 with the capacity of the facility to house 58 adults in custody.

The County Jail must comply with Title 15 and Title 24 requirements, which address the minimum standards for local detention facilities. Title 15 requirements regulate the conditions of confinement as they relate to food, medical treatment, housing, and discipline, while Title 24 regulates standards for design and construction of jail buildings. Failure to meet these standards exposes the County to civil liability. As was the case historically and common in most other states, county jails are reserved for those sentenced to commitment for misdemeanors (punishable by incarceration by one year or less); however, Mariposa County Jail must also take custody of certain felons. California Assembly Bills 109 and 117 have shifted responsibility for all sentenced non-violent, non-serious, non-sex offenders from State to local jurisdiction, meaning that any felon meeting the aforementioned criteria must be housed at a county jail, regardless of the total duration of the sentence.

Per California law, there is no maximum limit to this time. This legislative change drastically changed the composition of incarcerated persons in county jails and put new strains on the jails' design and systems. The Mariposa County Jail was not designed to house prisoners serving multi-year sentences, nor was it designed with the potential capacity implications of AB 109 and 117.

Jail staffing includes one Captain, four Custodial Sergeants, seven male Custodial Deputies, and seven female Custodial Deputies. This staffing allows for a standard of one Custodial Sergeant and three Custodial Deputies per shift. This is a low staffing threshold depending on the composition and needs of the incarcerated population and creates challenges for adhering to best practices for the movement of incarcerated persons, such as attending court.

In addition to completing their regular work duties, the Custodial Deputies are tasked with a wide set of collateral duties to include Field Training, PREA Unit, Training Unit, Sex Offender Compliance Unit (290 Compliance Unit), Home Detention, Technical Services, Transportation, and Maintenance Unit assignments.

Where some counites employ Deputies in jails that are graduates of the POST minimum 664-hour Regular Basic Course, which allows them to also serve as Patrol Deputies after completion of field training, MCSO employs Custodial Deputies, also known as Jail Deputies, in accordance with California Assembly Bill 574. The training requirements for Custodial Deputies differs from that of Patrol Deputies, and as such, their authority and powers are more restricted. Custodial Deputies have Peace Officer powers anywhere in the State only while engaged in the performance of the duties of their respective employment.

Custodial Deputies are defined as Peace Officers by the California Penal Code, and applicants must undergo an extensive process before they are hired by law enforcement agencies. Jail Deputies must, at a minimum, meet the selection standards outlined in the Government Code and pass the POST selection requirements contained in Commission Regulations 1950–1955 prior to hire, the same as for Patrol Deputies. Additionally, the continuing education and training requirements for Custodial Deputies are not tracked or mandated by California POST but rather by Standards and Training for Corrections (STC).

Custodial Deputies have no "perishable skills" training requirements as do Patrol Deputies (e.g. a mandatory number of hours of use-of-force training within a prescribed time period). These distinctions and others create significantly different training needs for MCSO between the Operations Division and Custodial Division. These distinctions, common to Sheriff's Offices, foster a cultural bias that favors Patrol over Custodial functions.

The Custodial Operations Bureau has responsibility for Field Training, the PREA Unit, and the Transportation Unit.

The Custodial Deputies maintain a Field Training Unit. There are three Custodial Deputies who serve as Field Training Officers (FTOs) for the Custody Division, with this assignment as a collateral duty. While this may address the needs of the present number of Custodial employees, any growth in jail staff or significant turnover could strain such a small FTO staff. It would be advantageous to establish a minimum of four FTOs, one for every shift.

The PREA Unit is staffed with the equivalent of 0.25 FTE and the work is done entirely as a collateral duty. This is critically important work under federal legal mandate. The duties of this assignment require coordinating annual training and certification and conducting intermittent investigations as required by complaint or allegation. The training component of this work could be handled through a centralized, coordinated Training Unit in MCSO.

The Transportation Unit is responsible for transporting adults in custody between facilities and locations and is a shared function performed by all sworn staff members of the Custody Division. However, beginning in calendar year 2024, the work will be assigned to 2.0 FTE dedicated Custodial staff on a 4/10 work schedule.

The Custodial Special Operations Bureau oversees the Maintenance Unit, Technical Services Unit, Sex Offender Compliance (290 Compliance) Unit, and the Training Unit.

Custodial facility maintenance is overseen by a Custodial Sergeant that dedicates roughly 50% of their time to facility maintenance and 50% to Technical Services Unit oversight in addition to their responsibilities as a shift supervisor. Managing staff and adults in custody in a jail setting carries significant risk and liability and therefore it is recommended that the supervising Custodial Sergeant has minimal collateral duties so they can maintain the priority focus of inmate and Custodial Deputy supervision. It would benefit the Custodial Unit staffing plan to have a dedicated Maintenance Supervisor or Technician assigned to the Maintenance Unit and a dedicated Information Technology Analyst or Technician to oversee the Technical Services Unit. There is an opportunity to evaluate the management of the Technical Services Unit as part of the recommended agency-wide Technology Needs Assessment.

Recommendation:
Managing staff and adults in custody in a jail setting carries significant risk and liability and therefore it is recommended that the supervising Custodial Sergeant has minimal collateral duties so they can maintain the priority focus on inmate and Deputy supervision.

The Training Unit workload is divided among multiple Employee Instructors, and one Custodial Sergeant responsible for records management and the coordination and facilitation of training. The work is completed as a collateral duty for the involved employees. As mentioned previously, minimizing collateral duties would be of significant benefit and would reduce risk and liability.

Additionally, while the training needs are divergent between Custodial and Patrol Deputies, a single, coordinated Training Unit has the potential to run more efficiently and would minimize wasteful redundancies in shared training requirements for both the Operations Division and Custody Division.

Recommendation:
MCSO should form a single Training Unit, staffed by Trainers from both Custody and Operations This will help ensure better standardization in training records, foster a sense of parity between the two divisions, increase organizational understanding and awareness of both divisions' work and tasks, cross train appropriate skills and knowledge, and reduce potentially redundant training between divisions.

Recommendation:
MCSO should consider requiring Custodial Deputies to meet the Regular Basic Course for Peace Officers training requirement. This would reduce the implicit hierarchy that exists within the organization and would allow for greater fungibility among staff to increase surge demand capacity in any division and minimize training differences. Dual certification could be piloted with a defined group of interested employees to test the utility and efficacy of the concept.

California Penal Code § 290 PC requires individuals convicted of certain crimes, primarily sex offenses, to register as sex offenders with their local authorities. Registration must be renewed every five years and whenever an offender changes his or her residence. Failure to register as a sex offender in California is typically charged as a misdemeanor if the underlying sex crime was a misdemeanor, or a felony if the underlying sex crime was a felony. A misdemeanor conviction carries up to one year in jail and a felony conviction carries up to three years in jail or prison.

To address the requirements of California Penal Code § 290 PC, MCSO has a Sex Offender Compliance (290 Compliance) Unit, which is worked as a collateral duty. While housed as a unit under the Custody Division, this work is often carried out in other law enforcement agencies by an investigative or detective division. The purpose of sex offender registration is to monitor and track sex offenders following release into the community for public knowledge and investigative awareness.

Recommendation:
MCSO should consider moving the sex offender registration body of work to the Investigations Bureau, and staff the work appropriately.

Organizational Management & Culture

Managing a professional Sheriff's Office is both a complicated and complex endeavor. A modern, forward-looking Sheriff's Office needs to address various elements, including maintaining a highly qualified workforce, addressing community expectations, ensuring timely and appropriate responses to calls for emergency service, operating a county jail and caring for inmates, and being sound fiscal stewards of taxpayer resources.

In addition to these organizational and operational challenges, managing a modern Sheriff's Office requires developing and clearly conveying the mission and purpose of the organization and the bodies of work it performs. Of equal importance is for the Sheriff's Office to communicate functions that fall outside of the agency's purview.

This entails setting operational goals and objectives, identifying critical internal issues and challenges, providing internal and external communications, ensuring proper and timely records management, and having the technology systems needed to carry out the work of the agency.

Internal Assessment of Future Challenges

During the stakeholder interview process, repeated key issues were raised relative to internal organizational challenges. Several of these challenges can be clustered broadly under the umbrella of personnel matters. A challenge identified in nearly every stakeholder interview related to appropriate staffing and supervision. Related to this staffing challenge, both the civilian and sworn staff indicated concerns about workload and the compounding factors since staffing challenges in recruitment and retention persist—a challenge in the law enforcement/policing industry in general.[15]

MCSO has additional challenges with employee recruitment and retention since they compete with the neighboring law enforcement agencies in the cities of Fresno, Merced, and Modesto, all of which are reported to have a higher rate of compensation than Mariposa County.

[15] *New PERF survey shows police agencies are losing officers faster than they can hire*, Police Executive Research Forum (PERF), April 1, 2023, https://www.policeforum.org/staffing2023.

Related to the challenge of staffing is the unofficial accretion of additional duties, specifically collateral duties not described in job titles and in which employees assume the work of other job classifications. Multiple specific examples of this are articulated in this report, and AP Triton heard wide concern regarding the reliance upon staff working collateral duties and resultant burnout due to excessive volume and scope of workload.

An additional downside to reliance upon collateral duties is the limited 'ownership' over the work, with many contributors but no accountable leader for the body of work.

Lastly, challenges were expressed related to supervision and career development. Professional staff noted the lack of clear promotional opportunities or paths for moving up in the agency, since some line-level positions did not have a civilian supervisor position in their chain of command but were instead managed by sworn supervisors.

An example of this is the Dispatch Unit, which is a specialized discipline within Public Safety and that reports to a Patrol Sergeant. Although this may be an arrangement made due to the staffing constraints of the agency, the result is a lack of promotional and advancement opportunities for the staff within the unit.

Communications

It is important for public safety agency leaders to be mindful of the importance of effective communication with the communities they serve. Often, law enforcement communications focus on the capability and capacity to communicate with external stakeholders, while the internal communication to the staff is not given the same consideration.

Effective communication to both internal and external stakeholders is essential to delivering effective law enforcement services, rooted in connecting with the community and guiding the collective team of a Sheriff's Office through consistent reinforcement of leader's intent and direction.

Internal Communications

Internal communications are those shared with sworn personnel, professional staff, volunteers, labor organizations, and fraternal organizations related to a Sheriff's Office. The effectiveness of internal communications imparting not just the vision, values, and goals but also creating a culture with a clear and meaningful purpose is vital to a healthy and high-functioning police department.

Effective leaders understand that communication goes beyond simply conveying information; it also includes ways to connect and form bonds with their personnel. Effective internal communications will ensure the dissemination of critical operational information but will also motivate, inspire, set standards, develop others through actions, and empower personnel to make critical decisions and lead upward with critical information. As such, the way in which communications are both broadcast and received is crucial to the internal cohesion of any law enforcement organization.

Internal communications within MCSO are accomplished in several ways, both through structured, formal processes and informal means. Informal communications can be difficult to capture or quantify, making the formal structures of communication most easily captured in this report. However, it would be imprudent to disregard the impact of informal communications on organizational attitudes and behavior and effective management and leadership.

The most immediate and obvious formalized communication process is daily shift briefings for sworn personnel in the Operations Division. These roll-call briefings ensure critical operational information is conveyed on an established cadence and afford a forum to discuss matters amongst the "watch," to include debriefing incidents, commending positive performance, and voicing questions or concerns from line level personnel. It was unclear outside the Patrol Bureau, especially with professional staff, if similar roll calls, shift briefings, or team meetings occur with the same frequency or engagement.

While the roll-call briefings serve as an opportunity for lateral communication, informational bulletins serve to communicate across "watch lines" and divisions at a peer-to-peer level. It is unclear how, given the limited technology utilized, MCSO disseminates this type of communication other than through traditional paper bulletins.

The formal communication structure of MCSO is linear and hierarchal in nature. While this is common in many law enforcement and governmental organizations, it does have distinct benefits and shortcomings. In a hierarchical structure, communication often flows from the top down, with each level of management communicating with the level below it. In a hierarchical structure, managers hold significant power and decision-making authority and there is often a clear chain of command, with each employee having a well-defined set of responsibilities and tasks.

These clear lines of communication and authority allow for concise direction, defined areas of responsibilities, and a focus on results. This management and communication style is effective when outcomes can be predicted because of known starting conditions and personnel performing their roles (and only their roles) efficiently. Inherent in this style of communication is an absence of personnel feeling empowered to upwardly communicate critical information toward meeting organizational purpose. Hierarchal communication structures also can encourage isolated and siloed thinking, an inappropriate centralization of power, and a sense of bureaucratic "red tape," especially for junior- and line-level personnel.

External Communications

Formal communication with the public is accomplished primarily through social media platforms, including Facebook. Given the budget and technology constraints faced by MCSO and the diverse geography of those they serve, MCSO does a commendable job of working to communicate with the public through available means. While AP Triton was conducting this research and report, MCSO unfortunately had a Deputy-involved shooting. The video media release prepared by MCSO was done with greater speed and transparency than of many larger agencies and was illustrative of MCSO's commitment to communication and transparency.

The Sheriff Office may benefit by establishing direct conduits of communication with representatives of historically underserved communities. In many parts of the United States, especially within historically marginalized and underserved communities, there is a struggle to bridge and maintain trust and legitimacy between police and the communities they serve.

The challenges of the information age have exacerbated this struggle, and it would benefit the Sheriff's Office to ensure all the communities they serve have a connection to the agency. MCSO could establish an advisory committee comprised of representatives of the community that have investment in law enforcement services.

Reporting & Recordkeeping

Proper recordkeeping is crucial for a police department's success. Collecting complete and accurate information is not only an essential function for criminal investigations, but is crucial to properly managing the limited resources of a department and meeting reporting requirements for State and federal agencies.

MCSO's Report Writing and Record Management Systems (RMS) are in desperate need of replacement. The systems not only create significant losses in productivity, the obsolescence of the systems creates significant risk and potential liability for MCSO. It is unclear if MCSO has a backup to any electronic reports and how quickly they can address needs to produce records as they may be required to do so by law.

Training of policing professionals, regardless of the role they have within a department, is essential and has become an area of increased liability for public safety agencies, counties, and cities.

Training records should cover not only the courses attended by sworn personnel but should also retain hours of training by specific skill and discipline and contain lessons plans and other teaching material for any course attended.

These training records should also reflect the mechanisms for testing and certifying knowledge and skill retention as well as if a student passed the established standards and, if necessary, underwent remedial training. Training records should include a mechanism for flagging personnel for refresher training of essential skills and establish a future training plan for perishable skills as set by state guidelines, and other training deemed essential by the agency and county leadership. Public safety organizations wishing to have highly skilled employees and prevent lawsuits should aim to exceed training requirements mandated by the state and ensure they have robust, well archived, and documented training records. Additionally, the emerging standard in the law enforcement industry is to conduct a training needs assessment which in turn guides a training plan that is published annually.

Given the complexity but criticality of maintaining and managing training records and plans, many law enforcement agencies have moved to electronic management of these documents. An electronic management system enables further analytics to be conducted on employee performance, training trends, and organizational needs. Training records for MCSO are not locally maintained, and MCSO is reliant upon POST electronic records.

Best practice requires that law enforcement agencies maintain their own set of records and work annually to reconcile any differences with state-run records systems. MCSO's methodology for selecting and developing training beyond State requirements does not appear to be captured in any readily retrievable assessment, plan, or record, but would be included as a component of a future annual training needs assessment and resultant training plan.

Organizational Concerns

Recruitment & Promotions

Recruiting and retention were identified as top concerns in the coming years for MCSO. These concerns were anecdotally emphasized by several others throughout the Sheriff's Office and external stakeholders as well. Given the current state nationally of recruiting in the law enforcement/police industry, these concerns are well founded.

Hiring "new to the profession" deputies may create an appearance of staffing equilibrium, but turnover, such as that which has been experienced by MCSO in the past five or so years, results in the loss of institutional knowledge through the departure of seasoned and experienced personnel, both sworn and professional staff. This can quickly degrade the capabilities of a Sheriff's Office. In short, not all personnel are equal, especially in knowledge and experience.

While, as with any industry, turnover is to be expected, MCSO must make sure they have a strategy to ensure this critical knowledge is transferred to younger members of the organization through opportunity and mentoring. It is also essential to have mechanisms to document job responsibilities, duties, and expectations to ensure valuable work does not go untended to with turnover.

Using the example of sworn police personnel, it takes roughly 18 months to train, educate, and evaluate a Sheriff to be cleared for autonomous work. However, it is widely accepted that roughly five years/10,000 work hours are needed before a Deputy truly becomes a seasoned and experienced veteran that requires minimal supervision and is positioned to begin developing expertise in new areas, such as investigations or supervision. It is essential that MCSO finds an effective strategy to retain and/or recruit high technical-capability employees, such as conducting lateral recruitments, while continuing to hire "new to the profession" personnel that will develop their skills over an entire career with MCSO .

Recommendation:
MCSO must conduct a critical skills assessment of its current personnel to fully appreciate the potential loss of institutional knowledge. Key knowledge, skills, and abilities should be identified to include certain investigative experience and capabilities, technical skills, and other skills that the loss of which would impact the capability of service delivery by MCSO. MCSO should then utilize the information gathered to address any single point of failure in this knowledge base through a mentorship and development program for personnel.

Recommendation:
MCSO should review all hiring practices to mitigate unintentional introduction of bias and conduct bias awareness training for people involved in the hiring process for all MCSO personnel. MCSO should further evaluate the relevance and potential unintended negative consequences of any hiring requirements they are not statutorily obligated to uphold, and remove any unnecessary steps to hiring.

Opportunity for advancement is often cited as a key factor in job satisfaction and the ability to retain high-quality personnel. However, warranted or not, many personnel perceive that promotions in law enforcement organizations are based on favoritism rather than on competency. To be clear, AP Triton is not saying this is the case at MCSO, but rather that this is a profession-wide cultural challenge.

Recommendation:
To combat the perception of favoritism in promotional decisions, MCSO should establish testing for advancement opportunities, communicate selection criteria, and run professional panels for candidate selection.

As noted elsewhere, five years is generally viewed as a turning point in a police career from student of the craft to a journey-level worker. MCSO should develop mid-career training that exposes Deputies in their fifth year of service to promotional positions and specialty units and the selection process for those advancements. Journey-level Deputies will benefit from a deeper understanding of the considerations their supervisors and specialist peers must make, and it will foster the sense of career development opportunities and retention of highly qualified personnel.

Recommendation:
MCSO should develop a "Career Officer" program that orients experienced Deputies to promotional and specialty opportunities and assignments. This program should include shadowing workers in those positions.

Fundamentally, MCSO's authority to police the community is not a matter of simple statute but is derived from the public's consent to be policed and their belief that the actions of Officers are legitimate. In our site visit, it was apparent that MCSO enjoys a high degree of public trust and legitimacy compared to many other agencies across the United States; however, this trust must be continually earned, which requires collaboration and transparency with the community. Therefore, the community has a stake in who is promoted into greater leadership positions within the agency.

Recommendation:
MCSO should establish a required practice of a vetted member of the community serving on promotional and hiring boards to ensure trust and transparency in the process of promotional selection and form stronger bonds between the community and the Sheriff's Office.

Recommendation:
MCSO should establish a biannual review of all job descriptions to ensure they appropriately reflect the most current personnel responsibilities and assignments. This will assist in identifying any scope or mission creep that may have occurred, and it can then be addressed promptly.

Critical to any organization's success is to present a unified vision from the leadership team. This is not about stifling innovation or discourse; instead, it ensures that those needed conversations and debates occur, but not in a venue or manner that line-level personnel may perceive as dissent. While regularly scheduled staff meetings help to address this needed communication, the frequent Sheriff's Office demands often interfere with the needed time, as a team, to think strategically. Absent this aligned, strategic leadership, reactionary approaches to challenges become dominant over a strategic focus.

When leadership within an organization does not emulate unity of effort, it invites siloing and personal authority over positional authority, and this can undermine leadership efforts. Communication, as it travels through the layers of leadership from top leadership to line-level personnel, becomes less accurate. Rumors, misunderstanding, and misinformation flourish in such an environment and not only is unity of effort from leadership lost, but team cohesion and esprit de corps suffer, which then can lead to low staff morale and/or toxic workplace culture.

Recommendation:
The MCSO leadership team—Lieutenants and above—should have an annual leadership retreat to align vision and priorities, discuss critical matters, enhance unity of effort, and develop a plan to operationalize action items determined from the retreat through the agency.

Recommendation:
The Sheriff should meet regularly and in person with collective bargaining leadership, Sergeants, and supervisors to hear their concerns and requests, allowing the Sheriff to communicate with these key personnel directly about his priorities.

The Sheriff's Office should evaluate the function of its senior leadership and organizational design. The role of the lieutenant in a law enforcement organization is invaluable. Lieutenants serve as the middle managers and leaders of a law enforcement organization, focused on operational-level leadership and versed in the role and function of their Captain, ready to assume leadership of a division if needed. The original meaning of the word "lieutenant" was "a person holding another person place"—an understudy being developed to stand in as needed. This function helps to ensure continuity of operations, transference of institutional knowledge, and a clear development for succession.

Despite the value of a lieutenant, only the Operations Division in MCSO has one. This is likely because that division manages too many units/programs, giving it an unwieldy span of control. Two key points can be learned from this. First, the Operations Division should be divided into two separate divisions with related bodies of work. Second, the other divisions should also each have a Lieutenant for the benefits to span of control, continuity of operations, and succession planning.

Additionally, there is no apparent way for a Custodial Sergeant to ascend in the organization, functionally making the most technically experienced personnel in the Custody Division incapable of serving as the Division Captain. This further creates an impression in the organization of relative importance among staff and underutilizes valuable experts in their field.

Recommendation:
MCSO should restructure the organization to spread the work under the Operations Division into two separate divisions or reallocate work equitably among the current divisions.

Recommendation:
MCSO should consider adding a Lieutenant to each division to enhance continuity of operation and succession planning and mitigate single points of failure in critical knowledge.

Recommendation:
MCSO should create a clear promotion pathway to the rank of Captain (and potentially beyond) for Custodial Deputies.

Section III:
FINDINGS & RECOMMENDATIONS

Findings & Recommendations

The project concludes with strategies intended to place the Mariposa County Sheriff's Office in a position to successfully meet its community's needs. AP Triton will develop and analyze various models for providing adequate staffing for emergency services with the intent of identifying those options that can deliver the desired service levels at the most efficient cost. Recommendations will be provided identifying the best long-range strategies for staffing and organizational structure and the impact of initiating such strategies. In addition, short- and mid-term plans will be recommended for staffing and organizational structure improvement and/or increased efficiency.

The AP Triton Project Team has performed analysis, data gathering, and interviews to develop key strategies intended to place the Mariposa County Sheriff's Office in a position to successfully meet its community's needs. AP Triton has evaluated various models for providing adequate staffing for emergency services with the intent of identifying those options that can deliver the desired service levels while being sensitive to cost. Recommendations include the best long-range strategies for staffing and organizational structure and the impact of initiating such strategies. In addition, short- and mid-term plans identify staffing and organizational structure improvements and/or increased efficiency. Because some of the recommendations are relatively quick to implement while others will require more time and resources to accomplish, the report frames recommendations in terms of timeline and priority.

Training

Findings: Effective and recurrent training is critical to any law enforcement agency in modern times. Training drives technical competency, self-confidence, and organizational culture and mitigates against both physical and legal risks. MCSO, because of budget and personnel constraints, is in need of several improvements related to personnel training and education.

Recommendation A-1: MCSO should conduct a training needs assessment and publish internally the implemented annual training plan prior to the start of each year. While a small number of blocks may be left open for emergent training needs, this strategy provides a roadmap for training, allows training to build off other material already offered, and allows for differentiation of training for specific job functions.

Priority: High

Cost: This can be accomplished with internal staff and is cost neutral.

Recommendation A-2: Clear and detailed lesson plans should be submitted, approved, and retained for all training, including specialized unit training.

Priority: High

Cost: This can be accomplished with internal staff and is cost neutral.

Recommendation A-3: The Training Unit must begin to develop professional staff training and maintain training records for those personnel as well.

Priority: High

Cost: This can be accomplished with internal staff and is cost neutral.

Recommendation A-4: MCSO should acquire dedicated training record software to track training records, provide notification of individual training needs, and increase accessibility to training records.

Priority: High

Cost: Cost estimates vary dependent on the technology solution adopted. Technology RFPs should be initiated to determine the best solution.

Recommendation A-5: MCSO should enact an immediate plan to develop a dedicated, full-time Training Unit comprised of one Sergeant and two Deputies. This unit should cover all training needs for the entire organization (patrol, custody, investigations, command and supervisors, and professional staff).

Priority: High

Cost: The addition of one Sergeant (approximate total compensation of $155,000) and two Deputies (approximate total compensation of $131,000). Potential savings on outside-vendor training expenditures and reduced excess liability insurance premiums may defray some of this total cost.

Recommendation A-6: MCSO should send all Dispatchers through the California POST Public Safety Dispatcher Basic Course, regardless of if they have previously been given an exception to the requirement.

Priority: High

Cost: The 120-hour course has an approximately $280 tuition, plus travel, lodging, and per diem costs.

Recommendation A-7: MCSO should form a single Training Unit, staffed by Trainers from both Custody and Corrections. This will help ensure better standardization with training records, foster a sense of parity between divisions, increase organizational understanding and awareness of other divisions' work and tasks, cross-train appropriate skills and knowledge, and reduce potentially redundant training between divisions.

Priority: High

Cost: Dependent upon implementation. Cost neutral if accomplished through reassignment of personnel; optimally, the unit would require the addition of no less than three FTE (as previously mentioned in the Operations section).

Recommendation A-8: MCSO should consider requiring Custodial Deputies to acquire Regular Basic Course for Peace Officers certification. This would reduce the implicit hierarchy that exists within the organization and would allow for greater fungibility among staff to increase surge-demand capacity in any division and minimize training differences. Dual certification could be piloted with a defined group of interested employees to test the utility and efficacy of the concept.

Priority: Medium

Cost: Training cost of meeting Regular Basic Course (the Basic Academy), and overtime to backfill employees who are on leave to become dual certified.

Data & Technology

Findings: MCSO is experiencing operational and capacity challenges due to non-existent, aging, and obsolete technologies. The current state of technology creates legal risks and liabilities for the agency.

Recommendation B-1: MCSO must develop a data-capture mechanism that ensures unique identifiers for each event/call for service.

Priority: High

Cost: Dependent on CAD and RMS systems used; most modern systems will allow for this.

Recommendation B-2: MCSO must ensure their data-capture mechanism records all unit responses. Failure to capture this information could create liabilities for the County/MCSO.

Priority: High

Cost: A modern CAD system should automatically address this issue; cost is dependent upon the new CAD system.

Recommendation B-3: MCSO should adopt a practice of unique radio/dispatch identifiers tied to positions/roles and discontinue the practice of assigning identifiers to specific individuals.

Priority: High

Cost: This is a procedural and practice change that should not incur cost.

Recommendation B-4: MCSO should examine the data-capture mechanism and practices for their Communications Center/PSAP and make needed changes to insure greater reliability and integrity among the data.

Priority: High

Cost: Dependent upon causes of data integrity loss.

Recommendation B-5: MCSO must develop data-capture and recall mechanisms so that near real-time NIBRS data can be reviewed and analyzed consistent with industry best practices.

Priority: High

Cost: Dependent upon record management system capabilities and whether additional software is required.

Recommendation B-6: MCSO should conduct a detailed analysis comparing arrival of a second Deputy to call outcome and use this information to guide staffing strategies and personnel requests.

Priority: High

Cost: Provided adequate data-capture mechanisms and practices, this should be able to be completed by internal staff and is cost neutral.

Recommendation B-7: MCSO must acquire or develop in-house software that allows for case management, case tracking, and case assignment and that comports with investigations industry standards.

Priority: High

Cost: Cost to acquire software varies dependent on the system purchased and/or system developed. Many modern report-writing systems (that may also connect with a CAD system) have case-management modules that can be acquired as additional functionality or are included in the software suite.

Recommendation B-8: Because of the urgent technology needs of Sheriff's Office and the liability and risk of not having adequate technology systems for life/safety functions of the County, this is a high-priority recommendation to add additional resources or contract out for technology services and staffing. It is estimated that the workload of the unit warrants an additional 1.5–2.0 FTE to replace technology systems, implement new technology, and maintain technology solutions. The complexities of assessing technology solutions to meet the diverse operational demands of the Sheriff's Office warrant an in-depth separate Technology Needs Assessment that ideally would be conducted by a suitable contractor.

Priority: High

Cost: Two Information Technology Specialists at an approximate total compensation of $115,000 each. Alternatively, the Sheriff's Office may opt to contract with outside contractors to provide technology services. Cost of conducting a foundational agency-wide Technology Needs Assessment could range from $15,000– $30,000 depending upon the depth and scope of the study.

Recommendation B-9: MCSO must adopt a practice of requiring personnel to connect CAD and report data to the call and report of origin.

Priority: High

Cost: This is a practice and procedural change, provided that CAD and RMS can accept this change, and would be cost neutral.

Recommendation B-10: MCSO should develop designated patrol areas with clear geographic lines for Patrol Deputies.

Priority: High

Cost: This could be accomplished through internal staff or through contract services; cost would vary dependent upon approach, from no additional cost to an estimated $20,000–$30,000 study.

Recommendation B-11: MCSO should draft policy to align their PSAP with the standards outlined by NENA and set a response expectation of under five minutes for crime-related calls for services.

Priority: High

Cost: This is a policy decision; drafting of the policy can be accomplished with present staff and has no cost impact. However, meeting these performance standards may require other structural and staffing adjustments with unknown potential costs.

Recommendation B-12: MCSO should develop data-capture mechanisms to determine the workload of SAR and study staffing alternatives to best address the needs and expectations of the County and community.

Priority: Medium

Cost: This analysis could be accomplished with existing staff.

Facilities Management

Findings: MCSO is experiencing operational and capacity challenges due to inadequate facilities for the agency's functions. The current state of facilities creates legal, financial, and operational liabilities for the agency.

Recommendation C-1: MCSO should conduct a facilities needs assessment at regular intervals (at least every eight years and ideally more frequently) focused on present suitability and capabilities and projected future needs. MCSO should designate funds to overhaul, refit, replace, or acquire the needed facilities based on future projections rather than a reactive approach when facilities are no longer viable for their intended purposes.

This includes space use for functions of records, evidence processing and storage, armory, emergency dispatch, jail operations, and public-facing services. There are significant legal liability and risk for the County to have critical law enforcement and public safety functions housed in inadequate facilities.

Priority: High

Cost: Dependent on whether County administration can conduct this work internally. Consulting cost would like meet or exceed $30,000 per study.

Recommendation C-2: MCSO should pursue the development of a purpose-built Headquarters facility. A Headquarters facility, if properly designed, could meet needs for 50 years, consolidate resources, improve efficiency, and allow MCSO to divest of other properties, thus actualizing year-to-year savings outside initial construction costs. This recommendation requires the County Administration and Board of Supervisors to determine a funding plan, which may include bond funding or other non-General Fund resources.

Priority: High

Cost: Will vary greatly dependent on land-acquisition needs, construction costs, and planning and development. MCSO may already have some planning documents and designated land.

Recommendation C-3: MCSO should examine divesting itself of lesser-used, older facilities, and consolidating facilities that are largely storage and contact office space, to actualize savings in a constrained budget environment.

Priority: High

Cost: This can be accomplished with internal staff and is cost neutral, or will produce cost savings if the County sells the vacated facilities.

Fleet Management

Findings: The current management of MCSO fleet is done outside of the department, and the practices do not comport to industry standards for replacement planning.

Recommendation D-1: MCSO should have a dedicated, professional staff Fleet Coordinator to work with the County's Fleet Manager to ensure maintenance and replacement occur as needed and acquired vehicles meet a multi-mission capability mandate.

Priority: Medium

Cost: This will require adding one FTE to professional staff. It is possible this position could manage other work as well at the present scale of MCSO. Alternately, MCSO could look at utilizing members of the organization that are on some form of long-term disability leave to manage this program. Cost to be determined by Human Resources.

Recommendation D-2: MCSO must work with Public Works to develop a sustainable replacement cycle for vehicles that is not cost prohibitive to either department's budget. The County should create and operationalize a fleet management policy that includes specific parameters regarding replacement reserves and terms in which leasing vehicles is allowable.

Priority: Medium

Cost: This can be accomplished with internal staff and is cost neutral.

Recommendation D-3: MCSO should work toward a standardized patrol vehicle platform to realize maintenance savings. This platform should prioritize the ability to meet multiple MCSO missions in addition to the patrol-specific function.

Priority: Average

Cost: This can be accomplished by internal staff and is cost neutral or cost saving.

Work Assignments & Staffing

Findings: MCSO has been necessarily creative in staff assignments; however, the magnitude of collateral assignments has resulted, in some cases, in lack of clear ownership and staff working over capacity. The Sheriff's Office has assumed additional responsibilities over time without meaningfully adding additional staff resources, which has stretched the capacity of the agency's staffing.

Recommendation E-1: Mariposa County, in cooperation with the Sheriff's Office, should examine the adequacy and appropriateness of resource allocation, including staffing, for the County Coroner function and explore options to mitigate workload on other functions of the Sheriff's Office.

Priority: Medium

Cost: Cost of any change to existing practices is dependent upon the model the County may select, but initial research could be accomplished with internal County staff.

Recommendation E-2: Mariposa County, in cooperation with the Sheriff's Office, may consider divesting the elected Sheriff of the responsibilities of the Public Administrator and explore the option of developing a separate office or assigning this function to another office within County government.

Priority: Medium

Cost: Cost of any change to existing practices is dependent upon the model the County may select, but initial research could be accomplished with internal County staff.

Recommendation E-3: Mariposa County, in cooperation with the Sheriff's Office, may consider divesting the elected Sheriff of the responsibilities of the Director of Emergency Services and the Office of Emergency Services and explore the option of developing a separate Office or Department.

Priority: Medium

Cost: Cost of any change to existing practices is dependent upon the model the County may select, but initial research could be accomplished with internal County staff.

Recommendation E-4: MCSO should move to a dedicated (one position with no collateral duties) Communications Manager model with appropriate staffing.

Priority: Medium

Cost: Dependent upon implementation; probable increase of one FTE with an estimated total compensation (base salary and benefits) of approximately $86,000, and potential training costs. If the determination were to hire a part-time employee, the cost would be reduced commensurately.

Recommendation E-5: MCSO should develop a dedicated staff of no less than one FTE to perform the work of the Civil Unit. This could be comprised of part-time Reserve Deputies, annuitants that maintain the standards of training for a Sheriff's Deputy, or through dedicated Sheriff's Office staff.

Priority: High

Cost: Total compensation cost is dependent upon model but should not exceed salary and benefits of one sworn Deputy (total compensation per Deputy is approximately $131,000).

Recommendation E-6: MCSO should separate the functions of Records and Property and Evidence, assigning a Supervisor and subordinate staff to each function. At the very least, there should be dedicated staff assigned to each of the units but could share a supervisory position.

Priority: High

Cost: Dependent upon implementation model, but the addition of at least one professional staff position is required.

Recommendation E-7: MCSO should examine contract services, volunteers, or other options to manage this body of work rather than the current arrangement to complete the work as collateral duties.

Priority: Medium

Cost: Varies dependent upon approach; initial research and evaluation of options can be completed by internal staff.

Recommendation E-8: Develop a flexible staffing model to address increased workload during emergency events and high demand on the unit.

Priority: High

Cost: Little or no material costs but entails developing a new staff deployment model.

Recommendation E-9: This OES unit was not properly staffed when assumed by the Sheriff's Office in 2018 and the workload has continued to increase. To address the workload, which is expected to remain elevated, the staffing level should be increased by adding one additional Office Technician, ultimately replacing the Sergeant assigned to the unit currently. Funding for the position could come from reimbursements related to emergency response.

Priority: High

Cost: $80,000—$100,000 estimated costs.

Recommendation E-10: Mariposa County, in cooperation with the Sheriff's Office, may consider divesting the elected Sheriff of the responsibilities of the Director of Emergency Services and the Office of Emergency Management and explore the option of developing a separate County department or Office.

Priority: Medium

Cost: Cost of any change to existing practices is dependent upon the model the County may select, but initial analysis could be accomplished with internal County staff.

Recommendation E-11: MCSO's self-initiated Deputy activity is heavily consumed by traffic enforcement. While traffic enforcement is important to roadway safety, MCSO should consider emphasizing community policing contacts and efforts. This emphasis could occur through changes to expected cultural norms via mentoring and monitoring of line-level personnel by supervisors or through structural changes in assignments, such as creating a community policing assignment.

Priority: Medium

Cost: Dependent upon implementation, but initial work could be undertaken at a cost neutral approach through reassignment of work priorities.

Recommendation E-12: MCSO should consider assigning one Patrol Sergeant to manage, monitor, and ensure training of volunteers, to include the Sheriff's Posse and Reserve programs.

Priority: Medium

Cost: This may be cost neutral, dependent upon resource realignment, or could require one additional assigned Patrol Sergeant (approximate total compensation of $155,000).

Recommendation E-13: For all programs under the Court Services Bureau, two additional FTEs or four more Extra-Help Employees would be appropriate to meet the workload of the Court Security Unit. One additional Deputy dedicated to the Bailiff Unit is appropriate.

Priority: Medium

Cost: Between three to four (3-4) new Deputy positions at approximate total compensation of $131,000 per Deputy, or cost neutral if staff is reallocated from the Patrol or Custody Divisions.

Recommendation E-14: MCSO should adopt a minimum staffing level of five Deputies on shift to ensure two are assigned to patrol north County.

Priority: High

Cost: Dependent upon options of increased staffing or overtime.

Recommendation E-15: MCSO should increase patrol staffing. Given leave balances, mandatory training, sick leave, and other variables that influence the absenteeism rate, an appropriate staffing level would be 32 Deputies assigned to serving as patrol deputies (not the bailiff, detectives or SRO).

Priority: High

Cost: Approximate total compensation of $130,000 per Deputy.

Recommendation E-16: MCSO should increase the staffing of Patrol Sergeants to at least six total, assigned to three shifts to ensure 24-hour a day supervision. If there are not adequate numbers of Sergeants to assign to each shift, a Sergeant should be hired on overtime to meet adequate supervisory staffing.

Priority: High

Cost: Three additional FTE Sergeants (approximate total compensation of $155,000 per Sergeant).

Recommendation E-17: Assign a dedicated Sergeant to the MEU to have ownership and coordination responsibilities, as well as maintain continuity of operations, impart knowledge, and cultivate and sustain relationships with partner organizations.

Priority: Medium

Cost: Dependent on approach. If this body of work is assigned to position as a collateral assignment of an expanded supervisory staff, the cost may be neutral relative to this position.

Recommendation E-18: MCSO should staff the Professional Standards Unit with a dedicated position due to the specialized sensitive, confidential, and legal nature of the work.

Priority: High

Cost: Dependent on if a sworn professional staff model is adopted, but the cost of one Investigator could range from approximate total compensation of $86,000 to $155,000. The costs may be defrayed or mitigated by reduced legal settlement costs.

Recommendation E-19: MCSO should invest in developing a cadre of no less than four employees to serve as Background Investigators and ensure they have the required training. MCSO should assign a single Supervisor position to oversee the program (if it is to continue as a collateral duty) and require the Supervisor to complete the required Background Investigator training, as well. Background investigation work, if continued as a collateral duty, should be performed on overtime to ensure adequate focus and time needed to complete the work rather than treating it as a collateral duty accomplished while on shift.

Priority: High

Cost: The Background Investigator course costs approximately $400 (plus lodging, travel, and per diem) per student. Overtime for the assignment is dependent upon the workload, which will vary over time, but should not be a significant cost.

Recommendation E-20: The Dispatch Unit should not take general information calls, but if that is the continued intent, a new work unit should be tasked with assuming that as a separate responsibility. The Emergency Dispatchers should be responsible for only public safety-related calls.

Priority: High

Cost: Mariposa County will need to develop other resources to serve as a general information line. This will include the addition of new employees; the number is not defined by this study.

Recommend E-21: The unit is understaffed and due to the risk and liability inherent in performing this emergency services function, the staffing should be increased by a magnitude of three Dispatchers, and one full-time dedicated Dispatch Supervisor position should be created.

Priority: High

Cost: Three additional Dispatchers with approximate total compensation of $72,000 each. Addition of one Dispatch Supervisor position, and as it is not an established position and total compensation is undetermined, we will estimate it to be 10–15% greater than a Dispatcher, at $80,000 to $85,000.

Recommendation E-22: Managing staff and adults in custody in a jail setting carries significant risk and liability and therefore it is recommended that the supervising Custodial Sergeant has minimal collateral duties so they can maintain priority focus of inmate and Deputy supervision.

Priority: High

Cost: Potentially cost neutral if accomplished through staffing model revisions and workload reallocation to potential two additional FTE.

Recommendation E-23: MCSO should increase the size of its Investigation Unit by an additional four (4) Detectives immediately, with plans to add three (3) more by 2030, as informed by future needs assessments. The additional staff will require the addition of an Investigations Sergeant to maintain proper supervision.

Priority: High

Cost: Three or four additional Detective/Deputy FTE at an approximate total compensation of $131,000 each; and an additional sergeant at an approximate total compensation of $155,000.

Recommendation E-24: MCSO should assess the total workload of canine teams by major focus. Based on this research, MCSO should evaluate the potential expansion of the Canine Program to meet areas of most-critical service demand.

Priority: Medium

Cost: Dependent upon needs of MCSO, as determined by a future internal assessment.

Recommendation E-25: MCSO should explore the expansion of the SRO program to include an additional Deputy for the north County schools, under the assumption the position would be externally funded.

Priority: High

Cost: The proposal could be cost neutral if funded by outside resources.

Organizational Cohesion & Resilience

Findings: The organization experienced a culture shift with the new administration of Sheriff Briese coming into office in 2021. The new administration is operating under new mission, vision, and values.

Recommendation F-1: Create an employee engagement, outreach, communications, and messaging strategy that imparts the Sheriff's priorities, vision, and intent. One strategy for routine communications with all agency employees is in an 'all-hands' meeting format which can assist with building cohesion and esprit de corp. Additionally, the Sheriff and his command would benefit from regular meetings with all divisions for the same reasons and would illustrate the value they place on all work units. The talking/listening tours will assist the Sheriff and his command staff in imparting priorities and leaders' intent.

Priority: High

Cost: Cost neutral.

Recommendation F-2: MCSO should develop intentional relationship-building opportunities with the Board of Supervisors and County Administration through regularly scheduled information-sharing meetings. This provides a year-round forum for the Sheriff's Office to update the Board and County Administration regarding changes in services or work drivers, as well as tee up conversations about funding or staffing needs in the future.

Priority: High

Cost: Cost neutral.

Recommendation F-3: Increase community access to the Sheriff's Office through topic-specific public meetings, open houses, and agency command attendance at service group meetings or other public groups' meetings. This can expand upon the existing collaborative and trusting relationships that the Sheriff's Office has with the community. This can be under the purview of the yet-to-be-formed Community Services Unit, if that recommendation is operationalized.

Priority: High

Cost: Cost neutral.

Recommendation F-4: Mariposa County should establish some 'north star' service metrics and targets for MCSO in order to evaluate whether the Sheriff's Office is performing at the desired service level and is sufficiently resourced. Could occur during a focused strategic planning effort or by engaging an SME consulting firm to develop the performance standards.

Priority: High

Cost: Can be done by an internal team with the appropriate skills set, which would be cost neutral, but this body of work is often contracted out and can range from $15,000–30,000 depending on the scope and depth of the evaluation.

Recommendation F-5: MCSO should consider redeploying Patrol Deputies as Community Deputies who focus on community engagement, business outreach, and proactive problem identification. Alternatively, if funding and position authority were made available, the Sheriff's Office could add additional Deputy positions and create a new Community Policing Bureau under the Patrol Division.

Priority: High

Cost: Cost neutral if Deputies are redeployed; cost of creating a new Community Policing Bureau of two (2) Deputies would be an approximate total compensation of $131,000 per Deputy.

Recommendation F-6: MCSO should develop robust UAV polices that comport with State and federal law. MCSO should develop a UAV training program and train UAV pilots that span the organization's operation days and hours.

Priority: Medium

Cost: Dependent upon required training and the number of pilots needed to satisfy 24-hour staffing availability. UAV pilot training, dependent upon the level of certification needed, can be acquired for $175 for the exam. Ground school training and operational training are dependent upon program.

Recommendation F-7: MCSO should develop a "Career Officer" program that orients experienced Deputies to promotional and specialty opportunities and assignments. This program should include shadowing workers in those positions.

Priority: High

Cost: This can be accomplished with internal resources at no significant cost.

Recommendation F-8: MCSO should establish a required practice of a vetted member of the community serving on promotional and hiring boards. It ensures trust and transparency in the process of promotional selection and will form stronger bonds between the community and the Sheriff's Office.

Priority: High

Cost: This can be accomplished with internal resources at no significant cost.

Recommendation F-9: MCSO should establish a biannual review of all job descriptions to ensure they appropriately reflect the most current personnel responsibilities and assignments. This will assist in identifying any scope or mission creep that may have occurred, and it can be addressed promptly.

Priority: Medium

Cost: This can be accomplished with internal resources at no significant cost.

Recommendation F-10: The leadership team, Lieutenants and above, should have an annual leadership retreat to align vision and priorities, discuss critical matters, enhance unity of effort, and develop a plan to operationalize action items developed from the retreat through the agency.

Priority: High

Cost: This can be accomplished with internal resources at no significant cost.

Recommendation F-11: The Sheriff should meet regularly and in person with collective bargaining leadership, Sergeants, and supervisors to hear their concerns and requests, and the Sheriff can communicate with these key personnel directly about his priorities.

Priority: High

Cost: This can be accomplished with internal resources at no significant cost.

Recommendation F-12: MCSO must conduct a critical-skills assessment of its current personnel to fully appreciate the potential loss of institutional knowledge. Key knowledge, skills, and abilities should be identified to include certain investigative experience and capabilities, technical skills, and other skills where the loss of which would impact the capability of service delivery by MCSO. MCSO should then utilize the information gathered to address any single point of failure in this knowledge base through a mentorship and development program for personnel.

Priority: High

Cost: This can be accomplished with internal resources at no significant cost.

Recommendation F-13: MCSO should review all hiring practices to mitigate unintentional introduction of bias and conduct bias awareness training for people involved in the hiring process for all MCSO personnel. MCSO should further evaluate the relevance and potential unintended negative consequences of any requirements for hiring that are not statutorily obligated, and remove any unnecessary components to hiring.

Priority: High

Cost: This can be accomplished with internal resources at no significant cost.

Recommendation F-14: To combat the perception of favoritism in promotional decisions, MCSO should establish testing for advancement opportunities, communicate selection criteria, and run professional panels for candidate selection.

Priority: High

Cost: This can be accomplished with internal resources at no significant cost.

Recommendation F-15: MCSO should restructure the organization to spread the work under the Operations Division into two separate divisions or reallocate the work equitably among the current divisions.

Priority: Average

Cost: Dependent upon implementation, from no cost to an additional Captain at approximately $200,000 total compensation.

Recommendation F-16: MCSO should consider adding a Lieutenant to each division to enhance continuity of operations and succession planning, and mitigate single points of failure in critical knowledge.

Priority: Average

Cost: Dependent upon implementation, from no cost to an additional of three Lieutenants at approximately $160,000 total compensation each.

Recommendation F-17: MCSO should create a clear promotion pathway to the rank of Captain (and potentially beyond) for Custodial Deputies.

Priority: Average

Cost: Dependent upon implementation, from no cost to an additional Captain at approximately $200,000 total compensation.

Financial Health

Finding: MCSO has challenges in understanding their financial condition and resources through the existing systems and reporting available. The agency's budget, financial management, and positions are overseen centrally by the County Administration; however, financial management, if conducted by MCSO, can ensure better visibility and accountability of the agency's resources.

Recommendation G-1: MCSO should work with the County Administration to develop a program-based budget structure within the Oracle system, and the necessary reporting capabilities, to be able to appropriately manage the funding the County allocates to the Sheriff's Office.

Priority: High

Cost: Cost neutral.

Recommendation G-2: MCSO should receive budget guidance, including an initial funding allocation 'target,' at the outset of each annual budget development process, which will inform the approach of the Sheriff's Office in developing their proposed budget submission.

Priority: High

Cost: Cost neutral.

Recommendation G-3: MCSO and County Finance should work together to identify allowable non-General Fund resources that can fund Sheriff's Office operations, including voter-approved tax measures, new Public Safety revenue opportunities for enhanced County services, targeted federal and State funding, and competitive grant opportunities.

Priority: High

Cost: Cost neutral, but could result in new funding streams.

Recommendation G-4: The County should explore the options of contracting for grant writing and soliciting services or hire a dedicated position, and determine if the need is for a full- or part-time individual. In many cases, grants allow for the Grant Administrator costs to be partially or fully paid by the grant, so the costs of the position or services may be fully reimbursable.

Priority: High

Cost: $30,000.

Recommendation G-5: AP Triton strongly recommends the County engage with financial planning professionals to evaluate the County's financial condition, develop five-year and long-range financial plans, strengthen the County's financial reserves, and establish financial control measures and policies.

Priority: High

Cost: A reasonable estimate for services providing financial planning and economic forecasting is $20,000–30,000 annually. An estimate for establishing, maintaining, and monitoring financial control measures and policies equates to an additional staff position, which could be $80,000–90,000 annually depending upon time requirements. Strengthening the County's financial reserves is not a direct cost, but will require policy decisions to be made regarding the allocation of County resources.

Recommendation G-6: MCSO should move to a dedicated (one position with no collateral duties) Finance and Budget Manager with development of a potential unit to ensure appropriate staffing.

Priority: Medium

Cost: Dependent upon implementation. If an FTE is not repurposed, it would require an increase of one FTE and potential training (estimated total compensation of $80,000–90,000). If the determination were to hire a part-time employee, the cost would be reduced commensurately.

Recommendation G-7: MCSO should move to create a Business Operations Manager position within the Executive Team, dedicated and distinct from other functions in that office.

Priority: High

Cost: Dependent upon implementation. An additional FTE of the proper skillset in Mariposa County would likely have a salary no less than $75,000–100,000, but could be more to attract an adequate candidate pool.

Recommendation G-8: In conjunction with the recommended addition of a Business Operations Manager, MCSO should designate and assign professional staff to the Fiscal Unit and should assume direct management of all law enforcement-related grants.

Priority: High

Cost: This could be cost neutral if accomplished through assignment of existing personnel. The capacity to pursue grant funding would offset some or all costs of adding financial staffing.

Recommendation G-9: Obtain new funding streams for the Sheriff's Office that are available to the County to support public safety, or if new funding is unavailable, make strategic reductions to services based on priorities identified in a transparent and comprehensive service assessment process.

Priority: High

Cost: Cost neutral process, but effort could result in additional funding being identified.

Recommendation G-10: Obtain new funding streams for the Sheriff's Office that are available to support custodial facility capital investments, including evaluating State funding opportunities earmarked for corrections and custodial facilities. Consider hiring a consultant to evaluate needs, conduct research, and identify potential funding solutions.

Priority: High

Cost: Cost neutral process, but effort could result in additional funding identified.

Section IV:
APPENDICES

Appendix A: Recommendations by Priority

High Priority

Recommendations in this category should be undertaken as soon as possible. These recommendations involve emergent challenges that must be addressed, departures from best practices, or other issues that, if left unaddressed, could create organizational vulnerabilities and litigation exposure.

Recommendation A-1: MCSO should conduct a training needs assessment and publish internally the implemented annual training plan prior to the start of each year. While a small number of blocks may be left open for emergent training needs, this strategy provides a roadmap for training, allows training to build off other material already offered, and allows for differentiation of training for specific job functions.

Cost: This can be accomplished with internal staff and is cost neutral.

Recommendation A-2: Clear and detailed lesson plans should be submitted, approved, and retained for all training, including specialized unit training.

Cost: This can be accomplished with internal staff and is cost neutral.

Recommendation A-3: The Training Unit must begin to develop professional staff training and maintain training records for those personnel as well.

Cost: This can be accomplished with internal staff and is cost neutral.

Recommendation A-4: MCSO should acquire dedicated training record software to track training records, provide notification of individual training needs, and increase accessibility to training records.

Cost: Cost estimates vary dependent on the technology solution adopted. Technology RFPs should be initiated to determine the best solution.

Recommendation A-5: MCSO should enact an immediate plan to develop a dedicated, full-time Training Unit comprised of one Sergeant and two Deputies. This unit should cover all training needs for the entire organization (patrol, custody, investigations, command and supervisors, and professional staff).

Cost: The addition of one Sergeant (approximate total compensation of $155,000) and two Deputies (approximate total compensation of $131,000). Potential savings on outside-vendor training expenditures and reduced excess liability insurance premiums may defray some of this total cost.

Recommendation A-6: MCSO should send all Dispatchers through the California POST Public Safety Dispatcher Basic Course, regardless of if they have previously been given an exception to the requirement.

Cost: The 120-hour course has an approximately $280 tuition, plus travel, lodging, and per diem costs.

Recommendation A-7: MCSO should form a single Training Unit, staffed by Trainers from both Custody and Corrections. This will help ensure better standardization with training records, foster a sense of parity between divisions, increase organizational understanding and awareness of other divisions' work and tasks, cross-train appropriate skills and knowledge, and reduce potentially redundant training between divisions.

Cost: Dependent upon implementation. Cost neutral if accomplished through reassignment of personnel; optimally, the unit would require the addition of no less than three FTE (as previously mentioned in the Operations section).

Recommendation B-1: MCSO must develop a data-capture mechanism that ensures unique identifiers for each event/call for service.

Cost: Dependent on CAD and RMS systems used; most modern systems will allow for this.

Recommendation B-2: MCSO must ensure their data-capture mechanism records all unit responses. Failure to capture this information could create liabilities for the County/MCSO.

Cost: A modern CAD system should automatically address this issue; cost is dependent upon the new CAD system.

Recommendation B-3: MCSO should adopt a practice of unique radio/dispatch identifiers tied to positions/roles and discontinue the practice of assigning identifiers to specific individuals.

Cost: This is a procedural and practice change that should not incur cost.

Recommendation B-4: MCSO should examine the data-capture mechanism and practices for their Communications Center/PSAP and make needed changes to insure greater reliability and integrity among the data.

Cost: Dependent upon causes of data integrity loss.

Recommendation B-5: MCSO must develop data-capture and recall mechanisms so that near real-time NIBRS data can be reviewed and analyzed consistent with industry best practices.

Cost: Dependent upon record management system capabilities and whether additional software is required.

Recommendation B-6: MCSO should conduct a detailed analysis comparing arrival of a second Deputy to call outcome and use this information to guide staffing strategies and personnel requests.

Cost: Provided adequate data-capture mechanisms and practices, this should be able to be completed by internal staff and is cost neutral.

Recommendation B-7: MCSO must acquire or develop in-house software that allows for case management, case tracking, and case assignment and that comports with investigations industry standards.

Cost: Cost to acquire software varies dependent on the system purchased and/or system developed. Many modern report-writing systems (that may also connect with a CAD system) have case-management modules that can be acquired as additional functionality or are included in the software suite.

Recommendation B-8: Because of the urgent technology needs of Sheriff's Office and the liability and risk of not having adequate technology systems for life/safety functions of the County, this is a high-priority recommendation to add additional resources or contract out for technology services and staffing. It is estimated that the workload of the unit warrants an additional 1.5–2.0 FTE to replace technology systems, implement new technology, and maintain technology solutions. The complexities of assessing technology solutions to meet the diverse operational demands of the Sheriff's Office warrant an in-depth separate Technology Needs Assessment that ideally would be conducted by a suitable contractor.

Cost: Two Information Technology Specialists at an approximate total compensation of $115,000 each. Alternatively, the Sheriff's Office may opt to contract with outside contractors to provide technology services. Cost of conducting a foundational agency-wide Technology Needs Assessment could range from $15,000– $30,000 depending upon the depth and scope of the study.

Recommendation B-9: MCSO must adopt a practice of requiring personnel to connect CAD and report data to the call and report of origin.

Cost: This is a practice and procedural change, provided that CAD and RMS can accept this change, and would be cost neutral.

Recommendation B-10: MCSO should develop designated patrol areas with clear geographic lines for Patrol Deputies.

Cost: This could be accomplished through internal staff or through contract services; cost would vary dependent upon approach, from no additional cost to an estimated $20,000–$30,000 study.

Recommendation B-11: MCSO should draft policy to align their PSAP with the standards outlined by NENA and set a response expectation of under five minutes for crime-related calls for services.

Cost: This is a policy decision; drafting of the policy can be accomplished with present staff and has no cost impact. However, meeting these performance standards may require other structural and staffing adjustments with unknown potential costs.

Recommendation C-1: MCSO should conduct a facilities needs assessment at regular intervals (at least every eight years and ideally more frequently) focused on present suitability and capabilities and projected future needs. MCSO should designate funds to overhaul, refit, replace, or acquire the needed facilities based on future projections rather than a reactive approach when facilities are no longer viable for their intended purposes.

This includes space use for functions of records, evidence processing and storage, armory, emergency dispatch, jail operations, and public-facing services. There are significant legal liability and risk for the County to have critical law enforcement and public safety functions housed in inadequate facilities.

Cost: Dependent on whether County administration can conduct this work internally. Consulting cost would like meet or exceed $30,000 per study.

Recommendation C-2: MCSO should pursue the development of a purpose-built Headquarters facility. A Headquarters facility, if properly designed, could meet needs for 50 years, consolidate resources, improve efficiency, and allow MCSO to divest of other properties, thus actualizing year-to-year savings outside initial construction costs. This recommendation requires the County Administration and Board of Supervisors to determine a funding plan, which may include bond funding or other non-General Fund resources.

Cost: Will vary greatly dependent on land-acquisition needs, construction costs, and planning and development. MCSO may already have some planning documents and designated land.

Recommendation C-3: MCSO should examine divesting itself of lesser-used, older facilities, and consolidating facilities that are largely storage and contact office space, to actualize savings in a constrained budget environment.

Cost: This can be accomplished with internal staff and is cost neutral, or will produce cost savings if the County sells the vacated facilities.

Recommendation E-5: MCSO should develop a dedicated staff of no less than one FTE to perform the work of the Civil Unit. This could be comprised of part-time Reserve Deputies, annuitants that maintain the standards of training for a Sheriff's Deputy, or through dedicated Sheriff's Office staff.

Cost: Total compensation cost is dependent upon model but should not exceed salary and benefits of one sworn Deputy (total compensation per Deputy is approximately $131,000).

Recommendation E-6: MCSO should separate the functions of Records and Property and Evidence, assigning a Supervisor and subordinate staff to each function. At the very least, there should be dedicated staff assigned to each of the units but could share a supervisory position.

Cost: Dependent upon implementation model, but the addition of at least one professional staff position is required.

Recommendation E-8: Develop a flexible staffing model to address increased workload during emergency events and high demand on the unit.

Cost: Little or no material costs but entails developing a new staff deployment model.

Recommendation E-9: This OES unit was not properly staffed when assumed by the Sheriff's Office in 2018 and the workload has continued to increase. To address the workload, which is expected to remain elevated, the staffing level should be increased by adding one additional Office Technician, ultimately replacing the Sergeant assigned to the unit currently. Funding for the position could come from reimbursements related to emergency response.

Cost: $80,000—$100,000 estimated costs.

Recommendation E-14: MCSO should adopt a minimum staffing level of five Deputies on shift to ensure two are assigned to patrol north County.

Cost: Dependent upon options of increased staffing or overtime.

Recommendation E-15: MCSO should increase patrol staffing. Given leave balances, mandatory training, sick leave, and other variables that influence the absenteeism rate, an appropriate staffing level would be 32 Deputies assigned to serving as patrol deputies (not the bailiff, detectives or SRO).

Cost: Approximate total compensation of $130,000 per Deputy.

Recommendation E-16: MCSO should increase the staffing of Patrol Sergeants to at least six total, assigned to three shifts to ensure 24-hour a day supervision. If there are not adequate numbers of Sergeants to assign to each shift, a Sergeant should be hired on overtime to meet adequate supervisory staffing.

Cost: Three additional FTE Sergeants (approximate total compensation of $155,000 per Sergeant).

Recommendation E-18: MCSO should staff the Professional Standards Unit with a dedicated position due to the specialized sensitive, confidential, and legal nature of the work.

Cost: Dependent on if a sworn professional staff model is adopted, but the cost of one Investigator could range from approximate total compensation of $86,000 to $155,000. The costs may be defrayed or mitigated by reduced legal settlement costs.

Recommendation E-19: MCSO should invest in developing a cadre of no less than four employees to serve as Background Investigators and ensure they have the required training. MCSO should assign a single Supervisor position to oversee the program (if it is to continue as a collateral duty) and require the Supervisor to complete the required Background Investigator training, as well. Background investigation work, if continued as a collateral duty, should be performed on overtime to ensure adequate focus and time needed to complete the work rather than treating it as a collateral duty accomplished while on shift.

Cost: The Background Investigator course costs approximately $400 (plus lodging, travel, and per diem) per student. Overtime for the assignment is dependent upon the workload, which will vary over time, but should not be a significant cost.

Recommendation E-20: The Dispatch Unit should not take general information calls, but if that is the continued intent, a new work unit should be tasked with assuming that as a separate responsibility. The Emergency Dispatchers should be responsible for only public safety-related calls.

Cost: Mariposa County will need to develop other resources to serve as a general information line. This will include the addition of new employees; the number is not defined by this study.

Recommend E-21: The unit is understaffed and due to the risk and liability inherent in performing this emergency services function, the staffing should be increased by a magnitude of three Dispatchers, and one full-time dedicated Dispatch Supervisor position should be created.

Cost: Three additional Dispatchers with approximate total compensation of $72,000 each. Addition of one Dispatch Supervisor position, and as it is not an established position and total compensation is undetermined, we will estimate it to be 10–15% greater than a Dispatcher, at $80,000 to $85,000.

Recommendation E-22: Managing staff and adults in custody in a jail setting carries significant risk and liability and therefore it is recommended that the supervising Custodial Sergeant has minimal collateral duties so they can maintain priority focus of inmate and Deputy supervision.

Cost: Potentially cost neutral if accomplished through staffing model revisions and workload reallocation to potential two additional FTE.

Recommendation E-23: MCSO should increase the size of its Investigation Unit by an additional four (4) Detectives immediately, with plans to add three (3) more by 2030, as informed by future needs assessments. The additional staff will require the addition of an Investigations Sergeant to maintain proper supervision.

Cost: Three or four additional Detective/Deputy FTE at an approximate total compensation of $131,000 each; and an additional sergeant at an approximate total compensation of $155,000.

Recommendation E-25: MCSO should explore the expansion of the SRO program to include an additional Deputy for the north County schools, under the assumption the position would be externally funded.

Cost: The proposal could be cost neutral if funded by outside resources.

Recommendation F-1: Create an employee engagement, outreach, communications, and messaging strategy that imparts the Sheriff's priorities, vision, and intent. One strategy for routine communications with all agency employees is in an 'all-hands' meeting format which can assist with building cohesion and esprit de corp. Additionally, the Sheriff and his command would benefit from regular meetings with all divisions for the same reasons and would illustrate the value they place on all work units. The talking/listening tours will assist the Sheriff and his command staff in imparting priorities and leaders' intent.

Cost: Cost neutral.

Recommendation F-2: MCSO should develop intentional relationship-building opportunities with the Board of Supervisors and County Administration through regularly scheduled information-sharing meetings. This provides a year-round forum for the Sheriff's Office to update the Board and County Administration regarding changes in services or work drivers, as well as tee up conversations about funding or staffing needs in the future.

Cost: Cost neutral.

Recommendation F-3: Increase community access to the Sheriff's Office through topic-specific public meetings, open houses, and agency command attendance at service group meetings or other public groups' meetings. This can expand upon the existing collaborative and trusting relationships that the Sheriff's Office has with the community. This can be under the purview of the yet-to-be-formed Community Services Unit, if that recommendation is operationalized.

Cost: Cost neutral.

Recommendation F-4: Mariposa County should establish some 'north star' service metrics and targets for MCSO in order to evaluate whether the Sheriff's Office is performing at the desired service level and is sufficiently resourced. Could occur during a focused strategic planning effort or by engaging an SME consulting firm to develop the performance standards.

Cost: Can be done by an internal team with the appropriate skills set, which would be cost neutral, but this body of work is often contracted out and can range from $15,000–30,000 depending on the scope and depth of the evaluation.

Recommendation F-5: MCSO should consider redeploying Patrol Deputies as Community Deputies who focus on community engagement, business outreach, and proactive problem identification. Alternatively, if funding and position authority were made available, the Sheriff's Office could add additional Deputy positions and create a new Community Policing Bureau under the Patrol Division.

Cost: Cost neutral if Deputies are redeployed; cost of creating a new Community Policing Bureau of two (2) Deputies would be an approximate total compensation of $131,000 per Deputy.

Recommendation F-7: MCSO should develop a "Career Officer" program that orients experienced Deputies to promotional and specialty opportunities and assignments. This program should include shadowing workers in those positions.

Cost: This can be accomplished with internal resources at no significant cost.

Recommendation F-8: MCSO should establish a required practice of a vetted member of the community serving on promotional and hiring boards. It ensures trust and transparency in the process of promotional selection and will form stronger bonds between the community and the Sheriff's Office.

Cost: This can be accomplished with internal resources at no significant cost.

Recommendation F-10: The leadership team, Lieutenants and above, should have an annual leadership retreat to align vision and priorities, discuss critical matters, enhance unity of effort, and develop a plan to operationalize action items developed from the retreat through the agency.

Cost: This can be accomplished with internal resources at no significant cost.

Recommendation F-11: The Sheriff should meet regularly and in person with collective bargaining leadership, Sergeants, and supervisors to hear their concerns and requests, and the Sheriff can communicate with these key personnel directly about his priorities.

Cost: This can be accomplished with internal resources at no significant cost.

Recommendation F-12: MCSO must conduct a critical-skills assessment of its current personnel to fully appreciate the potential loss of institutional knowledge. Key knowledge, skills, and abilities should be identified to include certain investigative experience and capabilities, technical skills, and other skills where the loss of which would impact the capability of service delivery by MCSO. MCSO should then utilize the information gathered to address any single point of failure in this knowledge base through a mentorship and development program for personnel.

Cost: This can be accomplished with internal resources at no significant cost.

Recommendation F-13: MCSO should review all hiring practices to mitigate unintentional introduction of bias and conduct bias awareness training for people involved in the hiring process for all MCSO personnel. MCSO should further evaluate the relevance and potential unintended negative consequences of any requirements for hiring that are not statutorily obligated, and remove any unnecessary components to hiring.

Cost: This can be accomplished with internal resources at no significant cost.

Recommendation F-14: To combat the perception of favoritism in promotional decisions, MCSO should establish testing for advancement opportunities, communicate selection criteria, and run professional panels for candidate selection.

Cost: This can be accomplished with internal resources at no significant cost.

Recommendation G-1: MCSO should work with the County Administration to develop a program-based budget structure within the Oracle system, and the necessary reporting capabilities, to be able to appropriately manage the funding the County allocates to the Sheriff's Office.

Cost: Cost neutral.

Recommendation G-2: MCSO should receive budget guidance, including an initial funding allocation 'target,' at the outset of each annual budget development process, which will inform the approach of the Sheriff's Office in developing their proposed budget submission.

Cost: Cost neutral.

Recommendation G-3: MCSO and County Finance should work together to identify allowable non-General Fund resources that can fund Sheriff's Office operations, including voter-approved tax measures, new Public Safety revenue opportunities for enhanced County services, targeted federal and State funding, and competitive grant opportunities.

Cost: Cost neutral, but could result in new funding streams.

Recommendation G-4: The County should explore the options of contracting for grant writing and soliciting services or hire a dedicated position, and determine if the need is for a full- or part-time individual. In many cases, grants allow for the Grant Administrator costs to be partially or fully paid by the grant, so the costs of the position or services may be fully reimbursable.

Cost: $30,000.

Recommendation G-5: AP Triton strongly recommends the County engage with financial planning professionals to evaluate the County's financial condition, develop five-year and long-range financial plans, strengthen the County's financial reserves, and establish financial control measures and policies.

Cost: A reasonable estimate for services providing financial planning and economic forecasting is $20,000–30,000 annually. An estimate for establishing, maintaining, and monitoring financial control measures and policies equates to an additional staff position, which could be $80,000–90,000 annually depending upon time requirements. Strengthening the County's financial reserves is not a direct cost, but will require policy decisions to be made regarding the allocation of County resources.

Recommendation G-7: MCSO should move to create a Business Operations Manager position within the Executive Team, dedicated and distinct from other functions in that office.

Cost: Dependent upon implementation. An additional FTE of the proper skillset in Mariposa County would likely have a salary no less than $75,000–100,000, but could be more to attract an adequate candidate pool.

Recommendation G-8: In conjunction with the recommended addition of a Business Operations Manager, MCSO should designate and assign professional staff to the Fiscal Unit and should assume direct management of all law enforcement-related grants.

Cost: This could be cost neutral if accomplished through assignment of existing personnel. The capacity to pursue grant funding would offset some or all costs of adding financial staffing.

Recommendation G-9: Obtain new funding streams for the Sheriff's Office that are available to the County to support public safety, or if new funding is unavailable, make strategic reductions to services based on priorities identified in a transparent and comprehensive service assessment process.

Cost: Cost neutral process, but effort could result in additional funding being identified.

Recommendation G-10: Obtain new funding streams for the Sheriff's Office that are available to support custodial facility capital investments, including evaluating State funding opportunities earmarked for corrections and custodial facilities. Consider hiring a consultant to evaluate needs, conduct research, and identify potential funding solutions.

Cost: Cost neutral process, but effort could result in additional funding identified.

Medium Priority

Recommendations in this category should be undertaken when organizationally feasible. They represent shifts to best practices, needs for future planning, and other recommendations that should be ignored but do not immediately represent organizational vulnerabilities.

Recommendation A-8: MCSO should consider requiring Custodial Deputies to acquire Regular Basic Course for Peace Officers certification. This would reduce the implicit hierarchy that exists within the organization and would allow for greater fungibility among staff to increase surge-demand capacity in any division and minimize training differences. Dual certification could be piloted with a defined group of interested employees to test the utility and efficacy of the concept.

Cost: Training cost of meeting Regular Basic Course (the Basic Academy), and overtime to backfill employees who are on leave to become dual certified.

Recommendation B-12: MCSO should develop data-capture mechanisms to determine the workload of SAR and study staffing alternatives to best address the needs and expectations of the County and community.

Cost: This analysis could be accomplished with existing staff.

Recommendation D-1: MCSO should have a dedicated, professional staff Fleet Coordinator to work with the County's Fleet Manager to ensure maintenance and replacement occur as needed and acquired vehicles meet a multi-mission capability mandate.

Cost: This will require adding one FTE to professional staff. It is possible this position could manage other work as well at the present scale of MCSO. Alternately, MCSO could look at utilizing members of the organization that are on some form of long-term disability leave to manage this program. Cost to be determined by Human Resources.

Recommendation D-2: MCSO must work with Public Works to develop a sustainable replacement cycle for vehicles that is not cost prohibitive to either department's budget. The County should create and operationalize a fleet management policy that includes specific parameters regarding replacement reserves and terms in which leasing vehicles is allowable.

Cost: This can be accomplished with internal staff and is cost neutral.

Recommendation E-1: Mariposa County, in cooperation with the Sheriff's Office, should examine the adequacy and appropriateness of resource allocation, including staffing, for the County Coroner function and explore options to mitigate workload on other functions of the Sheriff's Office.

Cost: Cost of any change to existing practices is dependent upon the model the County may select, but initial research could be accomplished with internal County staff.

Recommendation E-2: Mariposa County, in cooperation with the Sheriff's Office, may consider divesting the elected Sheriff of the responsibilities of the Public Administrator and explore the option of developing a separate office or assigning this function to another office within County government.

Cost: Cost of any change to existing practices is dependent upon the model the County may select, but initial research could be accomplished with internal County staff.

Recommendation E-3: Mariposa County, in cooperation with the Sheriff's Office, may consider divesting the elected Sheriff of the responsibilities of the Director of Emergency Services and the Office of Emergency Services and explore the option of developing a separate Office or Department.

Cost: Cost of any change to existing practices is dependent upon the model the County may select, but initial research could be accomplished with internal County staff.

Recommendation E-4: MCSO should move to a dedicated (one position with no collateral duties) Communications Manager model with appropriate staffing.

Cost: Dependent upon implementation; probable increase of one FTE with an estimated total compensation (base salary and benefits) of approximately $86,000, and potential training costs. If the determination were to hire a part-time employee, the cost would be reduced commensurately.

Recommendation E-7: MCSO should examine contract services, volunteers, or other options to manage this body of work rather than the current arrangement to complete the work as collateral duties.

Cost: Varies dependent upon approach; initial research and evaluation of options can be completed by internal staff.

Recommendation E-10: Mariposa County, in cooperation with the Sheriff's Office, may consider divesting the elected Sheriff of the responsibilities of the Director of Emergency Services and the Office of Emergency Management and explore the option of developing a separate County department or Office.

Cost: Cost of any change to existing practices is dependent upon the model the County may select, but initial analysis could be accomplished with internal County staff.

Recommendation E-11: MCSO's self-initiated Deputy activity is heavily consumed by traffic enforcement. While traffic enforcement is important to roadway safety, MCSO should consider emphasizing community policing contacts and efforts. This emphasis could occur through changes to expected cultural norms via mentoring and monitoring of line-level personnel by supervisors or through structural changes in assignments, such as creating a community policing assignment.

Cost: Dependent upon implementation, but initial work could be undertaken at a cost neutral approach through reassignment of work priorities.

Recommendation E-12: MCSO should consider assigning one Patrol Sergeant to manage, monitor, and ensure training of volunteers, to include the Sheriff's Posse and Reserve programs.

Cost: This may be cost neutral, dependent upon resource realignment, or could require one additional assigned Patrol Sergeant (approximate total compensation of $155,000).

Recommendation E-13: For all programs under the Court Services Bureau, two additional FTEs or four more Extra-Help Employees would be appropriate to meet the workload of the Court Security Unit. One additional Deputy dedicated to the Bailiff Unit is appropriate.

Cost: Between three to four (3-4) new Deputy positions at approximate total compensation of $131,000 per Deputy, or cost neutral if staff is reallocated from the Patrol or Custody Divisions.

Recommendation E-17: Assign a dedicated Sergeant to the MEU to have ownership and coordination responsibilities, as well as maintain continuity of operations, impart knowledge, and cultivate and sustain relationships with partner organizations.

Cost: Dependent on approach. If this body of work is assigned to position as a collateral assignment of an expanded supervisory staff, the cost may be neutral relative to this position.

Recommendation E-24: MCSO should assess the total workload of canine teams by major focus. Based on this research, MCSO should evaluate the potential expansion of the Canine Program to meet areas of most-critical service demand.

Cost: Dependent upon needs of MCSO, as determined by a future internal assessment.

Recommendation F-6: MCSO should develop robust UAV polices that comport with State and federal law. MCSO should develop a UAV training program and train UAV pilots that span the organization's operation days and hours.

Cost: Dependent upon required training and the number of pilots needed to satisfy 24-hour staffing availability. UAV pilot training, dependent upon the level of certification needed, can be acquired for $175 for the exam. Ground school training and operational training are dependent upon program.

Recommendation F-9: MCSO should establish a biannual review of all job descriptions to ensure they appropriately reflect the most current personnel responsibilities and assignments. This will assist in identifying any scope or mission creep that may have occurred, and it can be addressed promptly.

Cost: This can be accomplished with internal resources at no significant cost.

Recommendation G-6: MCSO should move to a dedicated (one position with no collateral duties) Finance and Budget Manager with development of a potential unit to ensure appropriate staffing.

Cost: Dependent upon implementation. If an FTE is not repurposed, it would require an increase of one FTE and potential training (estimated total compensation of $80,000–90,000). If the determination were to hire a part-time employee, the cost would be reduced commensurately.

Average Priority

Recommendations in this category represent actions that should be consider but, if not implemented, do not create obvious organizational vulnerabilities and potential litigation exposure.

Recommendation D-3: MCSO should work toward a standardized patrol vehicle platform to realize maintenance savings. This platform should prioritize the ability to meet multiple MCSO missions in addition to the patrol-specific function.

Cost: This can be accomplished by internal staff and is cost neutral or cost saving.

Recommendation F-15: MCSO should restructure the organization to spread the work under the Operations Division into two separate divisions or reallocate the work equitably among the current divisions.

Cost: Dependent upon implementation, from no cost to an additional Captain at approximately $200,000 total compensation.

Recommendation F-16: MCSO should consider adding a Lieutenant to each division to enhance continuity of operations and succession planning, and mitigate single points of failure in critical knowledge.

Cost: Dependent upon implementation, from no cost to an additional of three Lieutenants at approximately $160,000 total compensation each.

Recommendation F-17: MCSO should create a clear promotion pathway to the rank of Captain (and potentially beyond) for Custodial Deputies.

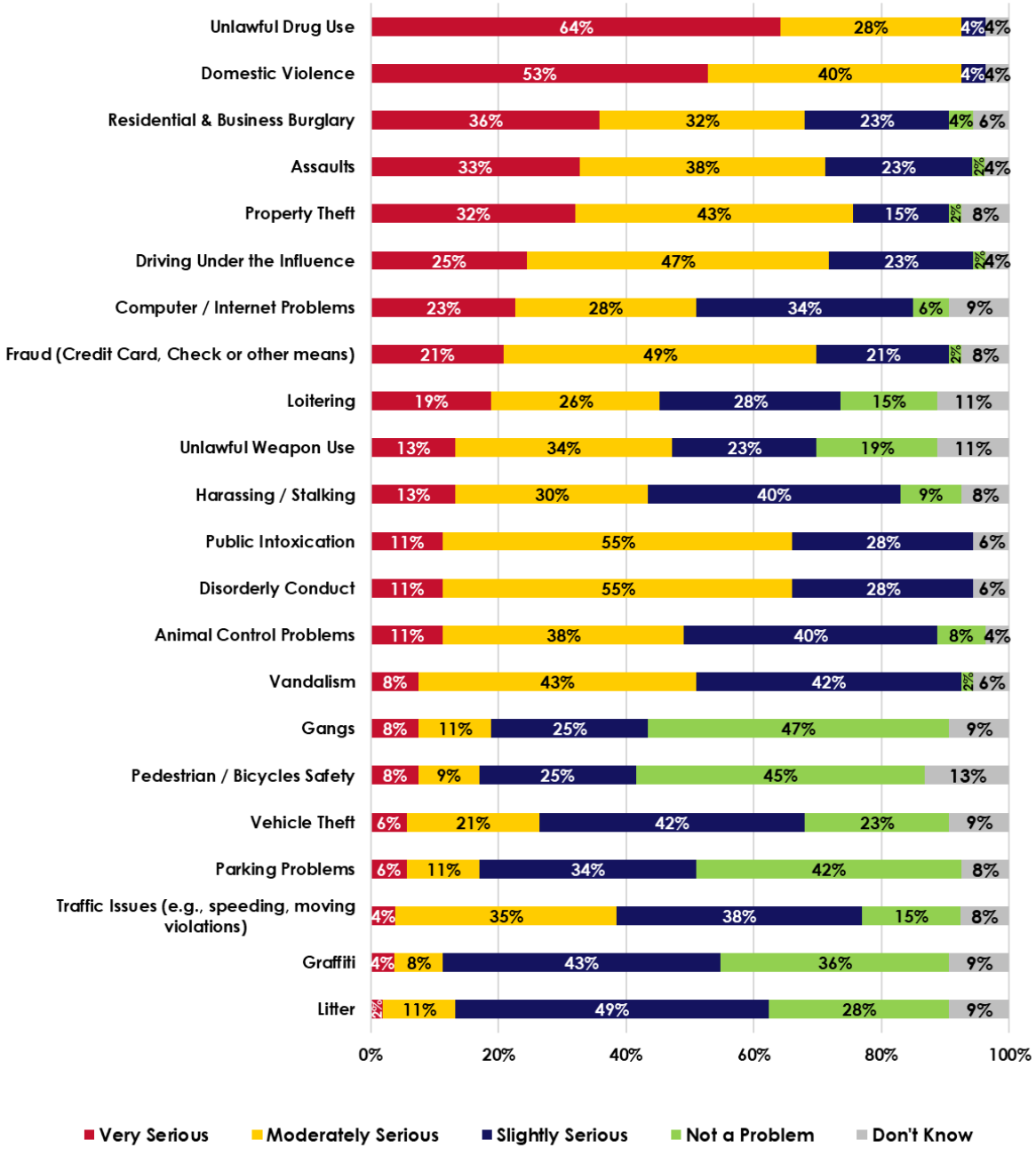
Cost: Dependent upon implementation, from no cost to an additional Captain at approximately $200,000 total compensation.

Appendix B: Internal Survey Results

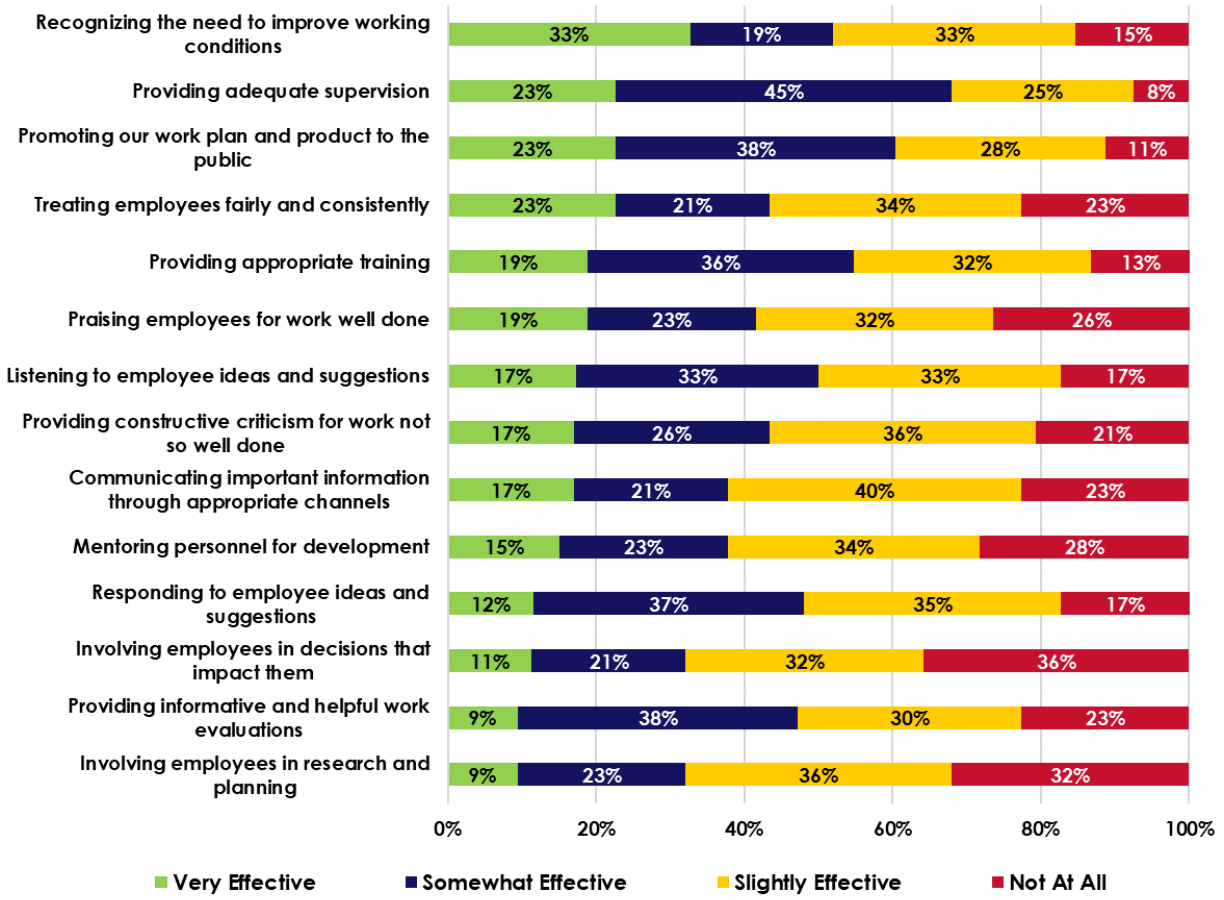
The answers in this internal survey are anonymous and are representative of opinion only. All open-ended responses are transcribed verbatim. These responses are included regardless of factual merit or value to the report's focus and purpose and should be viewed only as perceptions or attitudes.

The following section lists the questions and results of the internal survey.

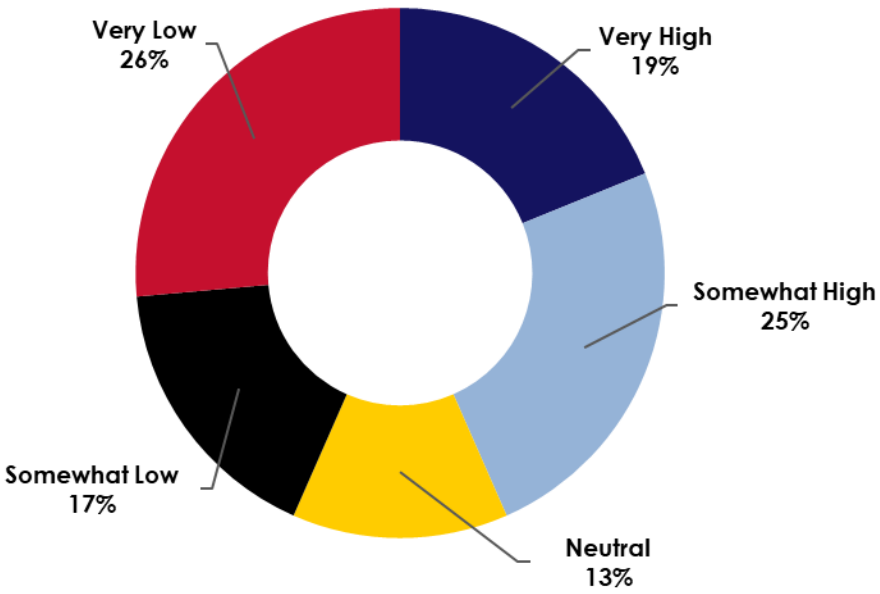
Q1. Please rate the seriousness of the following crimes and quality of life issues in Mariposa County for the last 5 years.



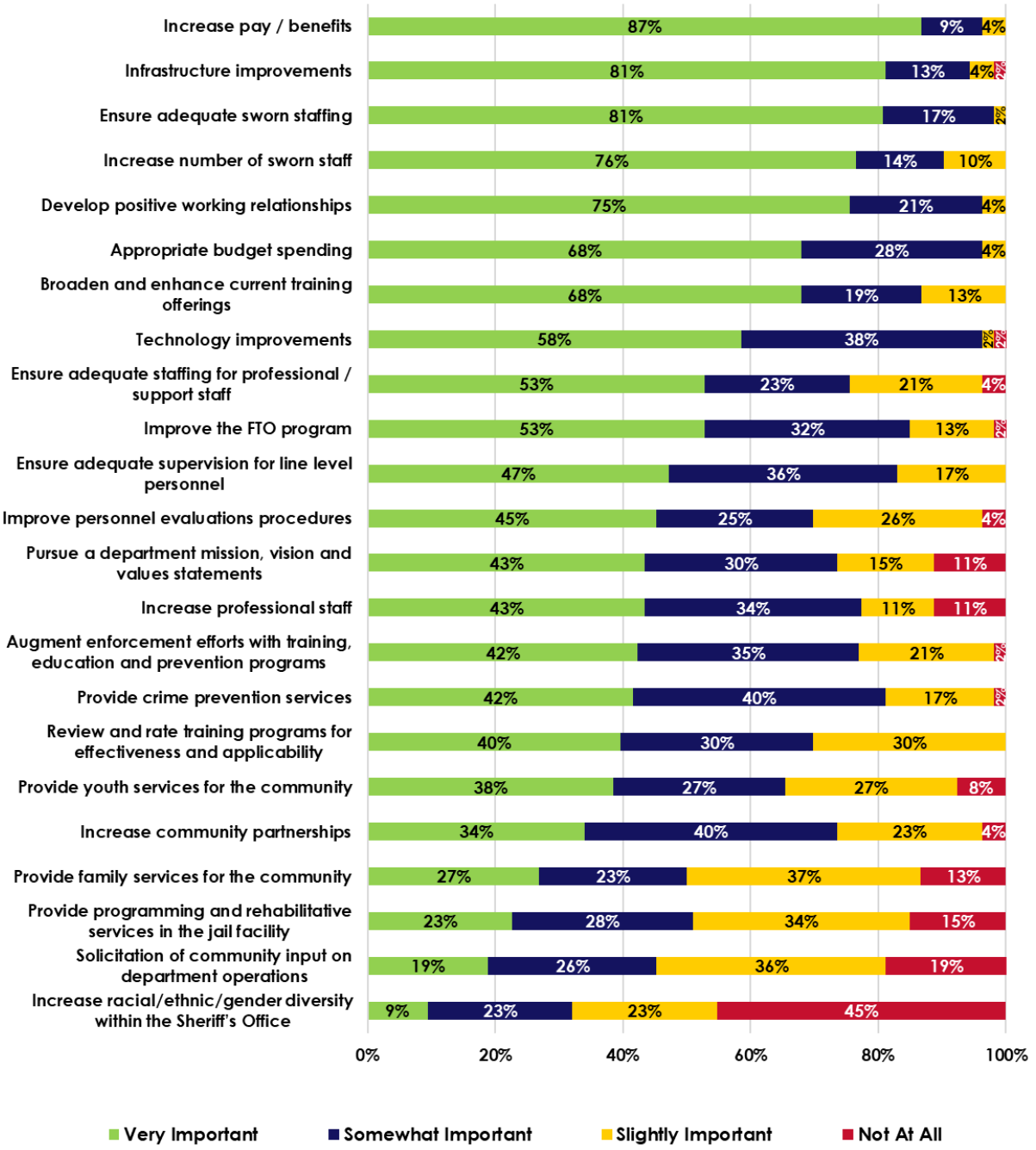
Q2. In your opinion, how effective is the Sheriff's Office in doing the following things?



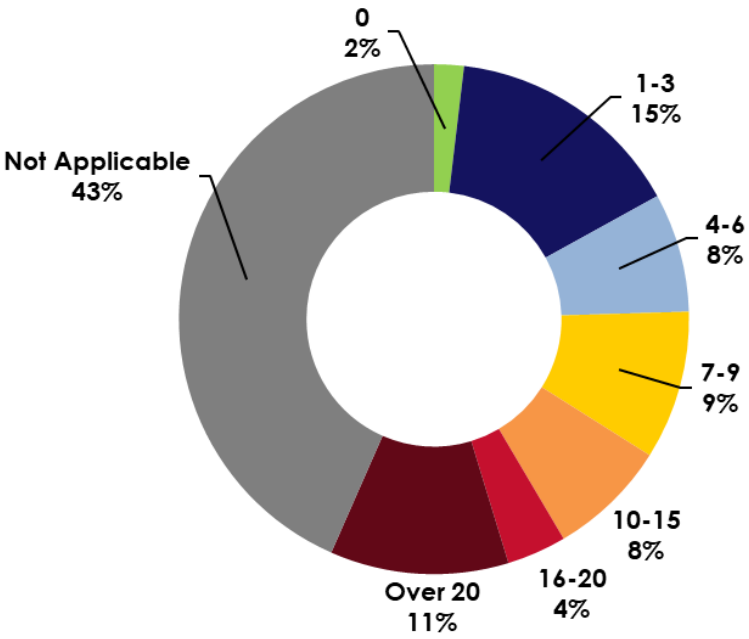
Q3. How would you rate your current morale (job motivation) level?



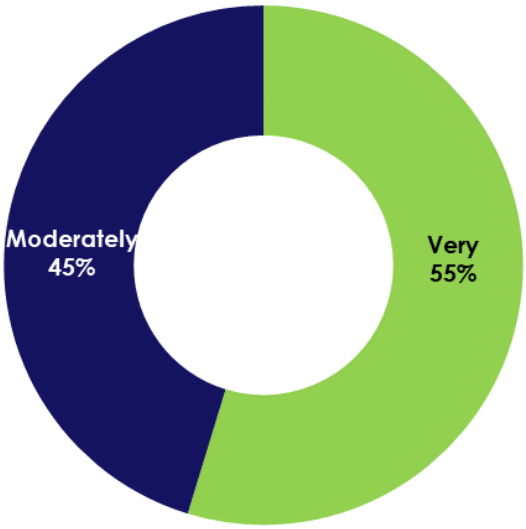
Q4. How important is it to you that the Sheriff's Office strives to accomplish the following goals in the next five years?



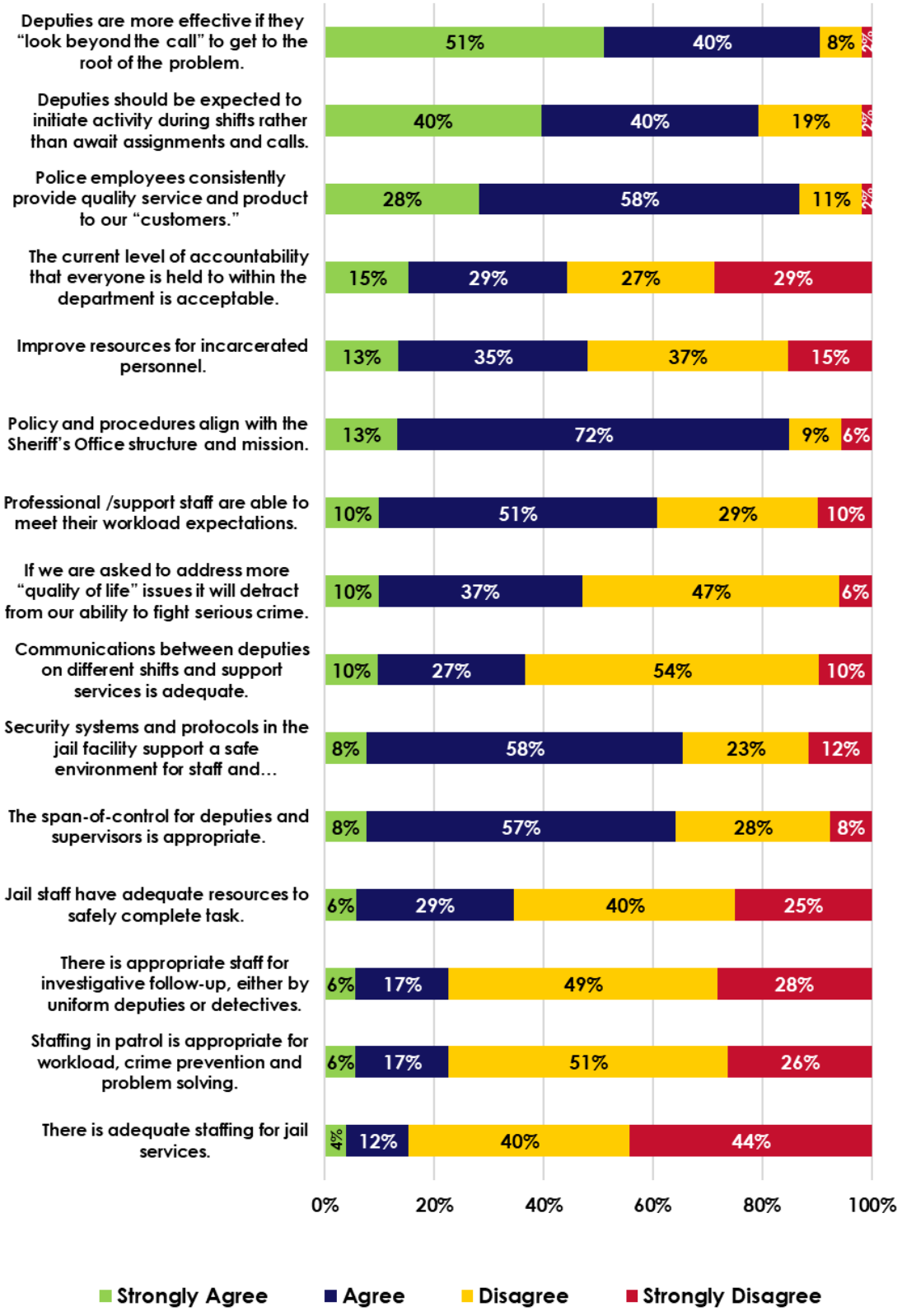
Q5. If you are a sworn member, during the course of an average work week, how many hours do you spend engaged in preventative police work (i.e., making informal contacts with residents, identifying potential problems and attempting to address them)?



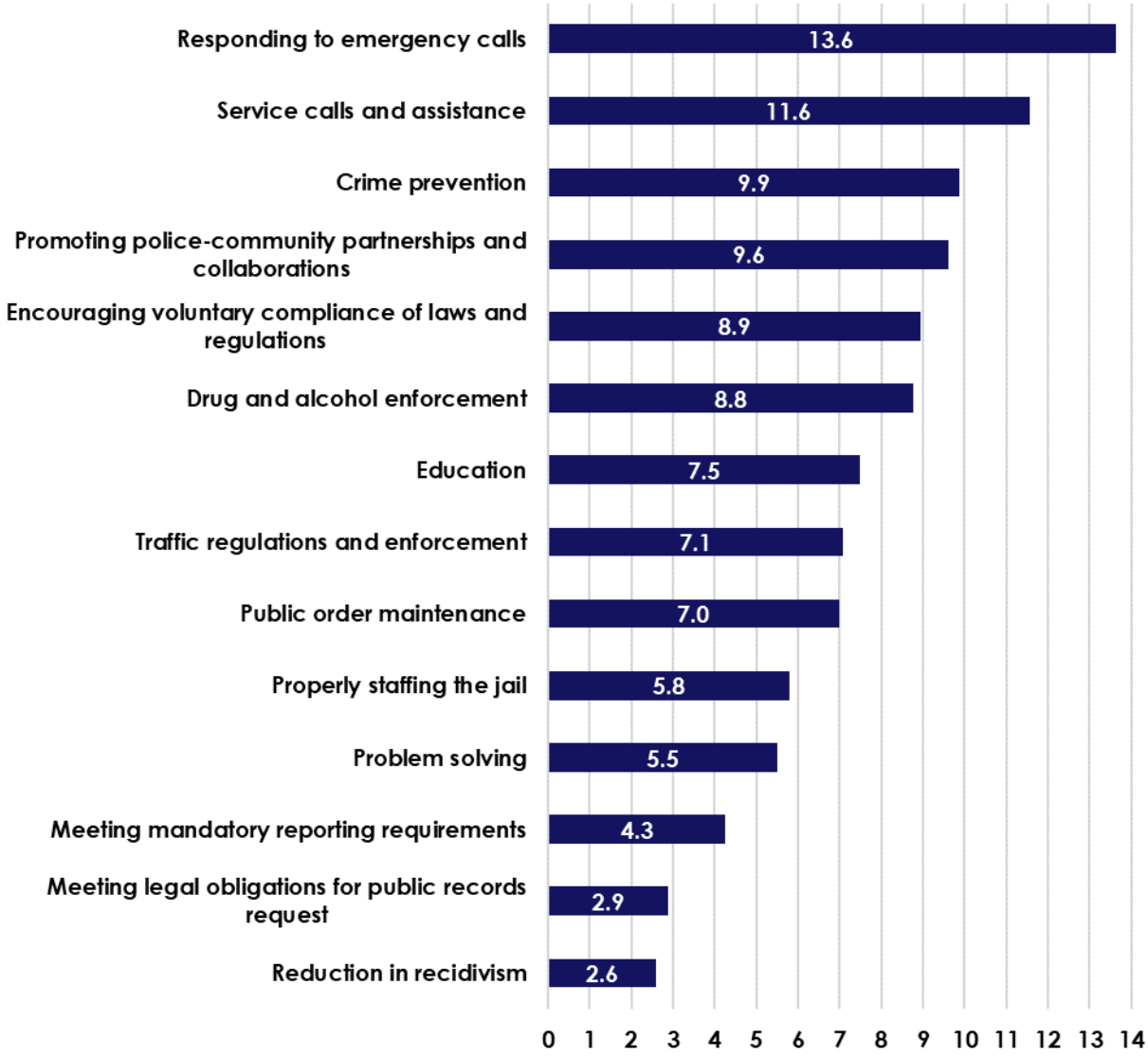
Q6. How supportive are the Mariposa County residents of the Sheriff's Office?



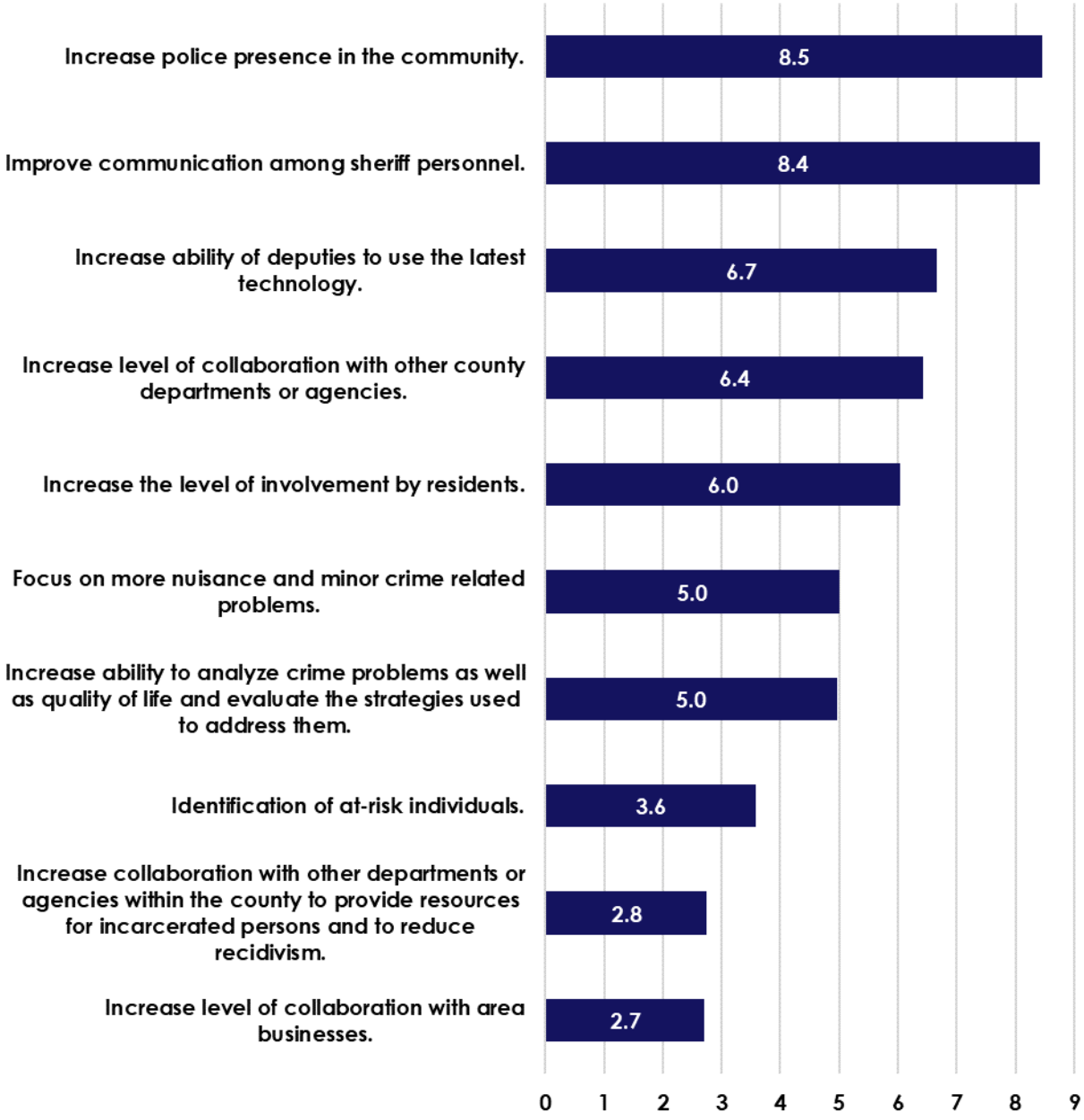
Q7. Please rate the following statements with regards to Mariposa County Sheriff's Office:



Q8. What do you think are the current priorities of the Sheriff's Office? Please rank in order of importance.



Q9. Please rank the activities from the list below that you think SHOULD BE the focus of the Sheriff's Office current policing strategy?



Q10. The thing I like best about working for the Mariposa County Sheriff's Office is:

- Always very supportive and encouraging. Very helpful all around
- As an agency, our primary focus is on providing a high quality of service to our public
- Being a part of and serving the Community
- Being able to help the individuals of our community.
- Command staff, LT, and Sergeants are very approachable and willing to help and answer questions.
- Community support
- Connection with community
- Family atmosphere
- Fellow Deputies
- Helping the community
- Helping the community
- I have the opportunity every day to make a difference in someone's life.
- I know what I like best about this JOB, but I can do this job at any other agency. I am not sure what, if anything, I like best about working for the Mariposa a county Sheriff's Office.
- I like living and working in a smaller right-leaning community.
- I like that we all feel like a family here.
- I work with some of the best peers I have had at any job.
- Interacting with the public and various opportunities and assignments.
- It's a small community that allows you to get to know most the people. Including problem people…
- Making a difference in the community.
- Overall this is a great organization.
- Pay and benefits are decent
- Small department
- supporting my community
- Supportive community

- The ability to provide a needed service to the community
- The ability to work directly with the public and have a personal impact on the quality of life in the community.
- The ability to work with great partners and to be able to complete investigations as a Deputy.
- The administration is making things more streamlined and efficient.
- The current schedule
- The flexibly to patrol different areas and complete work without micromanagement.
- The inner personal relationships with co-workers.
- The Mariposa County Sheriff's Office has and always will be a "family" of professional individuals that are for the most part a pleasure to work with. The community is supportive and I feel appreciated by the community when doing my job.
- The rural area I get to work in.
- The Sheriff's Office is very good at making sure you have adequate family time.
- The staff
- The staff I work with in the Jail and on Patrol all are very nice and supportive and friendly.
- The support from the community as well as the support from the administration.
- There are very few things I like at this point. I enjoy the schedule and the amount of vacation time when vacation requests are approved. I am very disappointed in the way things have been going. A career I once loved has turned into one that I'm counting days until I can retire.
- There is a lot of freedom.
- Time off.
- Working in a community that supports us.
- Working with my shift.

Q11. The thing I would most like to see improved at the Mariposa County Sheriff's Office is:

- Accountability
- Accountability of all personnel including administration and executive support staff.
- Better communication
- Better communication and more leadership training.
- Better communication to improve direction and transparency to line staff.
- Better funding to purchase equipment to included ammo and weapons
- Better security at the Jail.
- Better working conditions, properly working office equipment, better morale across the board.
- Better, more effective communication. The other side to this is a massive decrease in peer-to-peer gossip.
- Blatant favoritism. Lack of training for supervisors
- Communication
- communication and input from lowest level positions
- Communication between areas within the department to help improve morale.
- communication within the department
- Communication, for deputies to be more recognized when needed, and would like to see deputies who are not in the inner circle of admin to be allowed the chance to shine in other assignments. Most people assigned to special assignments currently are either very good friends with admin or they are good friends with people who make career choices.
- Communication, recognition, training
- Continued growth in leadership principles across the entire department.
- Employees don't feel valued or heard. Bad behavior is always rewarded and blame is often put onto good employees. Excuses are always made. Hiring and retention needs to be improved. People are hired and retained to fill positions rather than for their capabilities of doing the job, leaving other employees to pick up their slack
- Employees held more accountable
- Equal accountability and communication
- Facilities

- I would like to see a "team" mentality more than what is currently occurring. It is obvious there is a division between current "line" staff and administration. This I believe falls into several categories, rapid changes with little communication to "line staff" as to why we are making said changes. Cops are inquisitive and tend to want to know the "why" and how this will better the office. Additionally providing adequate credit to the deputies that are working hard is important, majority of the time credit is provided by a social media post stating "my deputies" or "my staff" did the following. The credit is taken from staff when this occurs and therefore redirected to administration.
- I would like to see batter morale with the deputies.
- I would like to see equal accountability, no more nepotism, and open communication throughout the department.
- Moral can be low. Some things don't see fair and favorites get picked.
- Morale
- More competitive recruiting incentives and additional allocated sworn positions
- More sworn and non-sworn staff
- New Headquarters to consolidate staff/services
- parking
- Pay for Deputy's equaling the increase of cost of living
- Pay/Benefits
- Proper staffing at the Jail and Court.
- Proper staffing levels. Our County government and the people want more services from our office than ever before but we keep getting cut on staffing
- Reduced recidivism for vested employees.
- Salary
- Spam and control at all levels.
- Staff being held accountable in a fair and equitable manner.
- Staff Morale
- Staffing levels
- Staffing levels, compensation, training, and facilities.
- Staffing/pay/training

- The amount of sworn staff we have
- The FTO program, Senior deputies being more involved in training sand communicating issue to administration staff. The facility. Administrators assisting deputies when needed. Training, training, training!
- The leaders eat last mentality.
- The schedule needs to change. Working every weekend of the year regardless of what shift you're on is too hard on families. I would like to see the implementation of a consistent rotating schedule that allows for multiple weekends off a year with your family. Also with the ability to plan accordingly for the year vs being in the dark about your schedule every month.
- Use of more technology.
- We want to expand our support staff, but we do not have the space and I would love to see a more efficient Sheriff's Office to house all staff, together.

Q12. Do you feel that the board of county commissioners adequately supports the Mariposa County Sheriff's Office? Why or why not?

- Based on the fact that there's a survey in order to prove the need for a better budget and more personnel shows the lack of support from the board. Among many other examples.
- For the most part I feel they support the Sheriff's office. However, I feel they left personal influences affect decisions.
- From what I hear the training budget has been cut in half and they got rid of two Deputy positions. So no.
- I believe they view the dept in a positive light. However, I feel they do not understand what our duties are nor how to support us in performing said duties.
- I do because they commonly show their support.
- I do not know enough about what goes on to say
- I do NOT. They vocally support and I think truly care about us but are swayed by the county CAO into making decisions outside of the interest of public safety.
- I feel that the board supports the Sheriff's Office, but is subject to budget constraints as well as the CAO.
- I feel that they want to, but I also think they aren't aware of true problems in the community. This causes them to make incorrect decisions.

- I feel the current Board of Supervisors is in a tough spot, they are supposed to take recommendations of other department heads and then draft an adequate plan to address needs of all departments. I think they are fair in their current practice but if growth of the community was allowed we may be able to ask for more. The community is growing at a slow pace with the only new construction being low income housing which was what I believe detrimental to the community rather than a benefit.
- I feel they support the office, but could be more supportive and more continually supportive. We received much of what we asked for but we need everything in order to catch up from lack of growth.
- I'm not too sure, I don't think so if I had to pick. Defunding isn't a great idea.
- Line staff will never see this impact.
- Majority of the time yes. Because they have to answer to their constituents as to why they increased or decreased services.
- Most BOS members support the SO.
- no
- No, I feel that they are only as supportive as they believe they need to be in order to win their elections. They are beholden to the CAO who makes "recommendations" that they conveniently tend to align with. He basically runs the county and the board members are too ignorant of most issues to challenge or question the CAO's recommendations.
- No, the need for more resources to stay up with current LE trends, increase funding for safety equip, increase staffing to adequately serve effectively all divisions
- No, there has been no substantial salary increase in 17 years.
- No, they are swayed by the anti-law enforcement sentiment of the CAO and Assistant CAO that have a defund law enforcement perspective.
- no, they don't understand what we do and cut our budget when we need more deputies.
- No. They have cut our budget and do not provide us with proper funding to purchase equipment.
- No. They treat the Sheriff's Office like any other county office (library/planning/etc.) The CAO isn't supportive of LE

- No. I think the board does not recognize the need to diversify revenue sources, increase housing that is not short-term rentals, and address adequate allocation of funds towards mental health/transients/substance abuse problems.
- No. They do not adequately support our needs for the budget
- No. They have reduced Operating Expense lines within the budget for the last few years while costs have increased.
- No. They're constantly fighting on supporting adding more deputies
- Not all the time. There are current board members who do see why the sheriff's office needs certain things. But most other members do not want to give us money, but in turn they would rather pay themselves more.
- Not sure
- Not sure, always feel community safety should be the top of all agencies
- Not too sure.
- seems like it used to be better until this year
- Unsure.
- Yes
- yes I feel like they support the sheriff's office because anything that we have brought to the board seems to be granted
- Yes, as they are only a phone call away with any help we may need
- Yes, could do more through financial commitments
- Yes.
- Yes. I know the Board of Supervisors supports the Sheriff's Office. We may not always get exactly what we want or expect from them such as new positions or money for certain purchases, but they ultimately agreed to fund a new building for the Sheriff's Office… and on an individual level, they usually go out of their way to approach and address sworn staff in public.
- Yes. It appears to respond the Sheriff's requests
- Yes. Largest budget of all departments within county.
- The BOS both financially and in statements to the public support the Sheriff's Office.

Q13. Do you feel that the general community members adequately support the Mariposa County Sheriff's Office? Why or why not?

- 90% of civilians are very supported of the SO

- I do. Because it is clear that our community likes the law enforcement personnel in our town.
- I do. I think we could communicate our needs to the community better so they would know how to better support us.
- I do. Most people know that without us, the community falls apart and goes into chaos like Merced and Fresno.
- I feel like the majority of the community is highly supportive of the Sheriff's Office. I do recognize that the demographics of Mariposa County has vastly changed and therefore the support will change as well. I believe with community collaboration along with transparency on our behalf the community will remain supportive.
- I feel the community has a great support for the sheriff's department.
- I think the community attempts to be supportive of the sheriff's office with the information they have. I don't feel that the dept is 100% transparent of the dept with the community either.
- In general, yes
- No. More residents need to be vocal to the county BOS about how they feel about local law enforcement.
- Overall yes.
- The community is very supportive
- the majority of the community has a strong support for the Sheriff's Office.
- They try, but it's hard when the department doesn't listen to their problems. (i.e.) Homeless problem
- Unsure.
- Very supportive community. Most people will wave if driving by or will take time out of their day to walk up and converse with us.
- We definitely have supporters as well as the people who very much dislike us. We see this on the job, everyday, when we get "thank yous" from people or when the random citizen secretly pays for the lunches of patrol deputies at a restaurant.
- Yes (6)
- Yes, for the most part I only hear and see support from the community
- Yes, I feel the community is in support of us I see it on social media
- Yes, it's a small town and the department is at the core

- Yes, although I believe that is rapidly changing with California as locals leave and investors buy.
- Yes, community supports SO. Community does not know how understaffed we are. The possibility of officer safety we face handling situations alone
- Yes, fortunately the community tends to be supportive.
- Yes, I believe most members of the community support the Sheriff's Office.
- Yes, the majority of community members are always there to support the Sheriff's Office.
- Yes, most of the community is happy with the current administration and their stance on crime and openness.
- Yes, most people I encounter are supportive of the office.
- Yes, the residents of Mariposa County are big supporters of the Sheriff's Office. They are proud of their Deputies.
- Yes, there is outstanding support from the Mariposa community for the Sheriff's Office. This opinion is based on the positive contacts and feedback that is continually given to the sheriff's Office by the public.
- Yes, we have good community support
- Yes.
- Yes. Community members will approach deputies and give support. Also seen support on social media.
- Yes. The community does support the sheriff's office.
- Yes. Community public appearance as the top priority for the sheriff.
- Yes. I get more waves than middle fingers when driving through my beat area.
- Yes. Some in society has expressed concern regarding law enforcement but the residents of Mariposa have always been and continue to be openly supportive.
- Yes. The general community members have only ever expressed their appreciation and support for deputies.
- Yes. We are well supported within the community

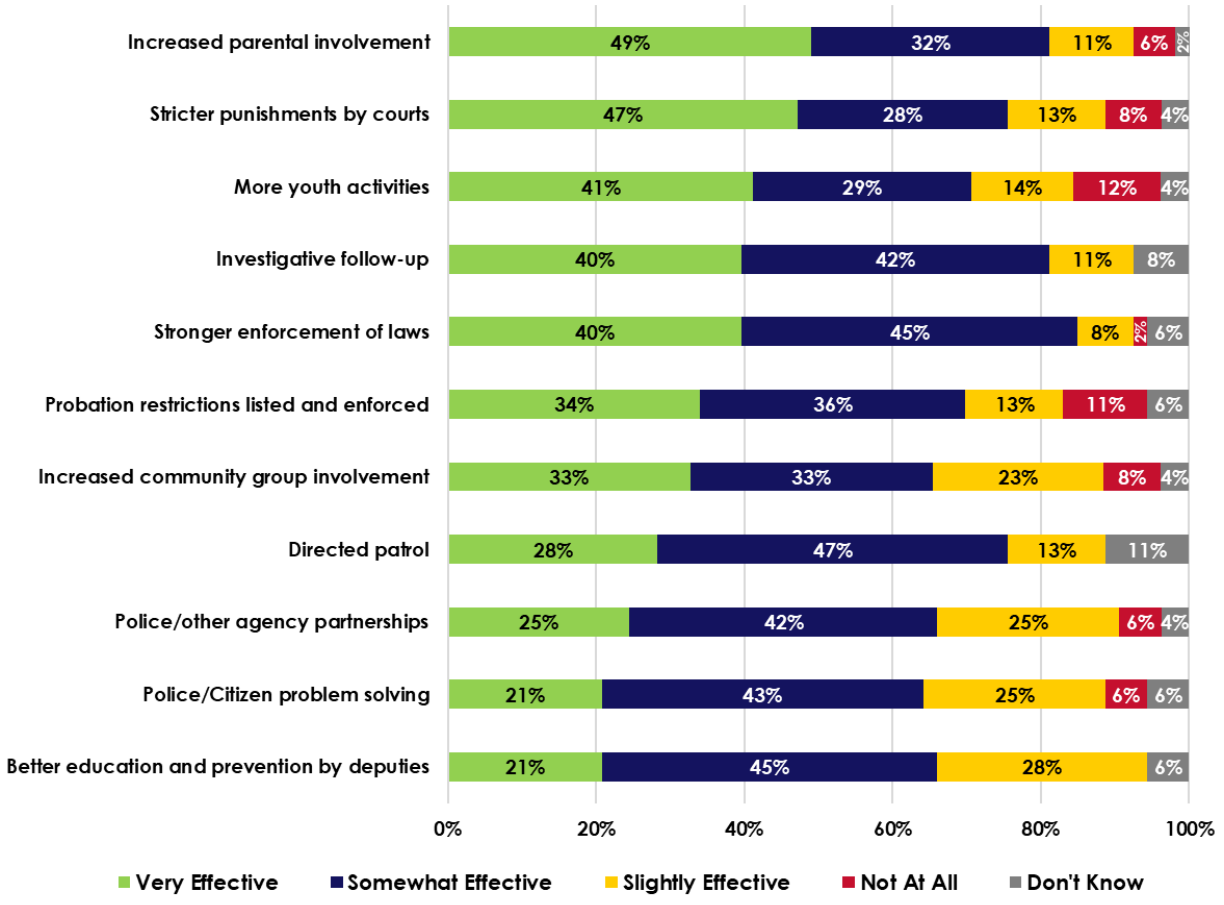
Q14. Other comments or expansion of previous answers:

- Better pay and benefits.

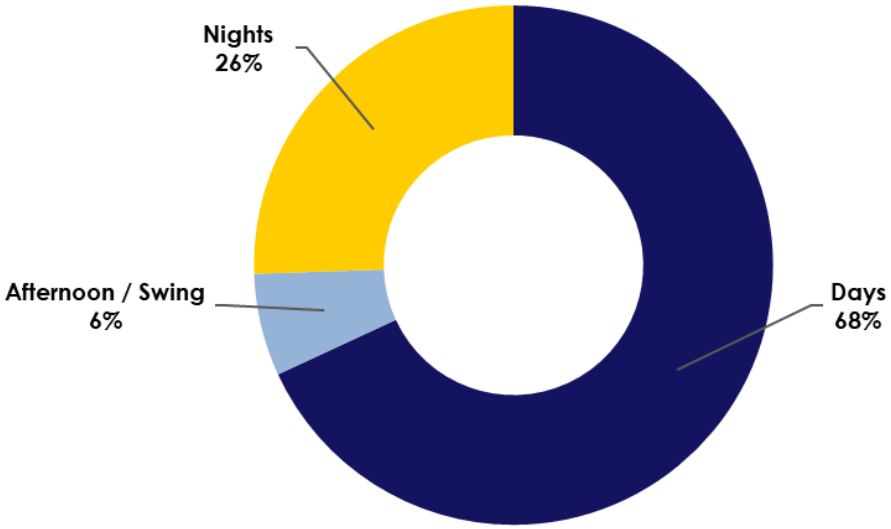
- Good employees are quitting, retiring and applying elsewhere due to lack of transparency, communication, trust, value and honesty from admin and supervisors. A product is only as good as the people making it. Our product is public safety. When employees are treated as if the dept is a dictatorship rather than feeling heard and valued, the quality of the overall product goes down. Which is what is happening with this dept. Moral is low. Cliques are high. Internal turmoil is high. Frustration is high.
- Having more staff sworn/non sworn to help with expanding. Having a new building that we can all be in the same office will help to communication.
- I believe a major part of the root problem our community faces is the lack of resources to address mental health/transient/substance abuse issues. Current attempts to address these have in fact created additional problems. Such as Creekside Apartments. A collaborative effort between public and private stakeholders must take place to make a meaningful impact.
- I believe Office Staff are "Able" to complete their assignments but they are not. This question is worded poorly.
- I hope to see some positive change come from this.
- I love working for the Mariposa County Sheriff's Office!
- I think the Sheriff's Office needs more employees and better pay and benefits.
- I would like to see the department get away with the good old boy mindset and start giving deputies more opportunity. There are a lot of deputies who want to work here but them end up leaving because the lack of movement and opportunities. Yes we are a small agency, but that does not mean that there should be a lack of career moves for deputies.
- It's a phenomenal department and place to work. The administration is easy to follow and buy in on their vision. However, because of budget constraints, it's difficult to focus on the job. Salaries don't compete with cost of living, outdated equipment hinders performance, staffing levels puts us all in unnecessary danger. Stress levels are elevated for sure.
- Lack of communication is atrocious. Admin ignores deputies speaking out about the problems
- N/A
- NA

- None
- None
- The community has no real idea how corrupt the department actually is. The mass exodus of long time employees leaving should be a clue as to the massive issues within the department.
- The Mariposa County Sheriff's Office is caught in a tough position. We are wanting/needing to grow to catch up with expansions and crime rates yet the community has not caught up to provide revenue for that expansion. We are operating with mostly excellent equipment, the increase of technology requires we advance our equipment to match that I.E cell phone extractions, functioning radios, etc.

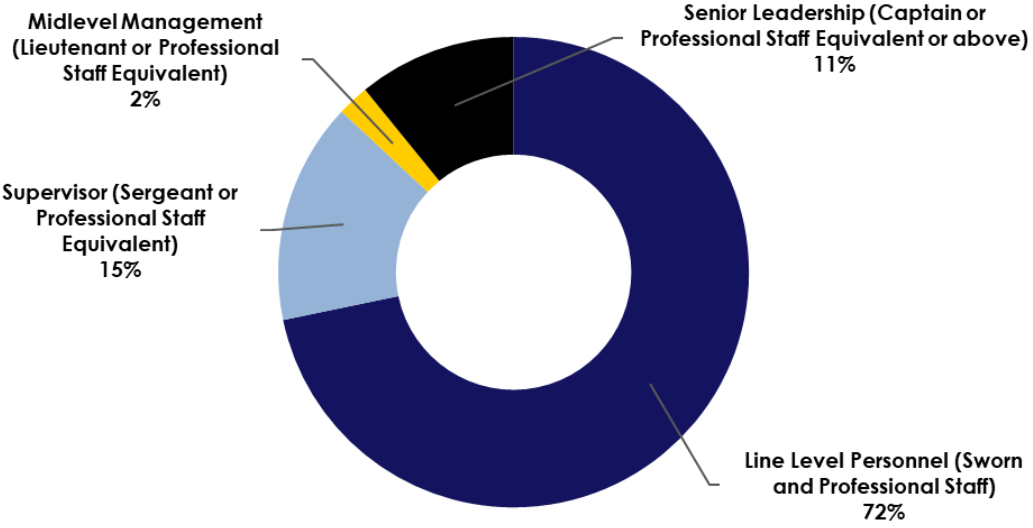
Q15. In your opinion and experience are the following effective crime reductions measures?



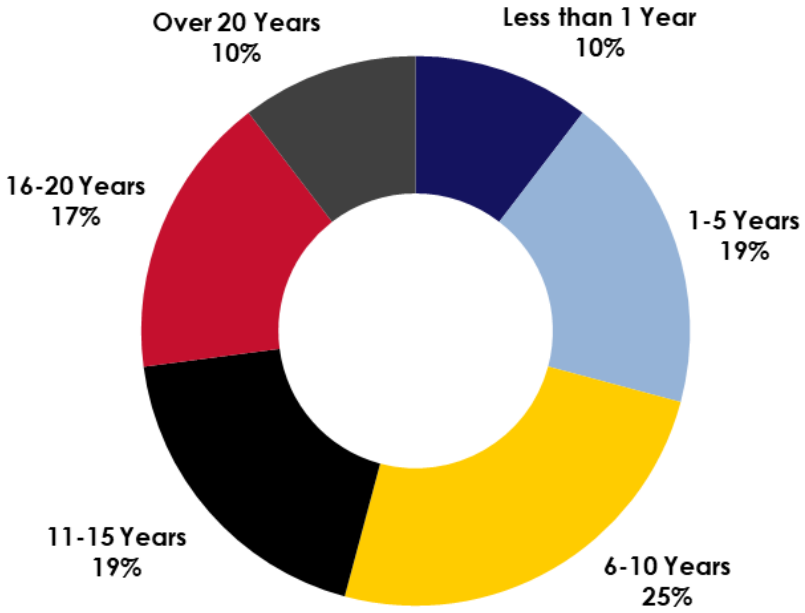
Q16. Currently, what shift do you work?



Q17. What is your Current Position?



Q18. How long have you been a Mariposa County Sheriff's Office employee?



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Mariposa County Sheriff's Office

Organizational and Staffing Analysis

September 2024



Project Background and Process

Project Team

Ryan Lee (Maryland): Retired Police Chief

Kezia Wanner (Oregon): Senior Executive for State Emergency Management and Former Senior Executive for Major City Fire Department, Major County Sheriff's Office, and Former City Manager

Clay Steward (Colorado): Retired Data and GIS analyst for a public safety agency in Colorado and experienced independent contractor

Mike Bradwell (California): Serving senior sheriff executive in California

Purpose and Approach

Purpose:

To evaluate if the current organizational structure of the Sheriff's Office is serving the community in the most efficient manner; the effectiveness of current staffing levels in relation to important benchmarks such as call volume, response times, workloads, and operational needs.

Approach:

Nationally recognized guidelines and generally accepted industry best practices.

Balancing resources with opportunities specific to Mariposa County and the community’s expectations.

Process

AP Triton's project team analyzed data provided by MCSO, as well as others, to determine current practices, capabilities, programs and approaches to providing sheriff office services for the community

From this analysis, and measuring against industry best practices, the team identified opportunities for organizational improvement. These improvements were examined from a perspective of best practices, efficiency, community expectation of service and expected growth of the community.

Limitations of Study

The study is a ”snapshot in time”

Lack of clear datasets made analysis difficult

Lack of transparency from partner governmental organizations

Antiquated or unsophisticated data system

Each community is unique



Evaluation Of Current Conditions

Mariposa County Sheriff's Office



Current Staffing

Organizational Structure

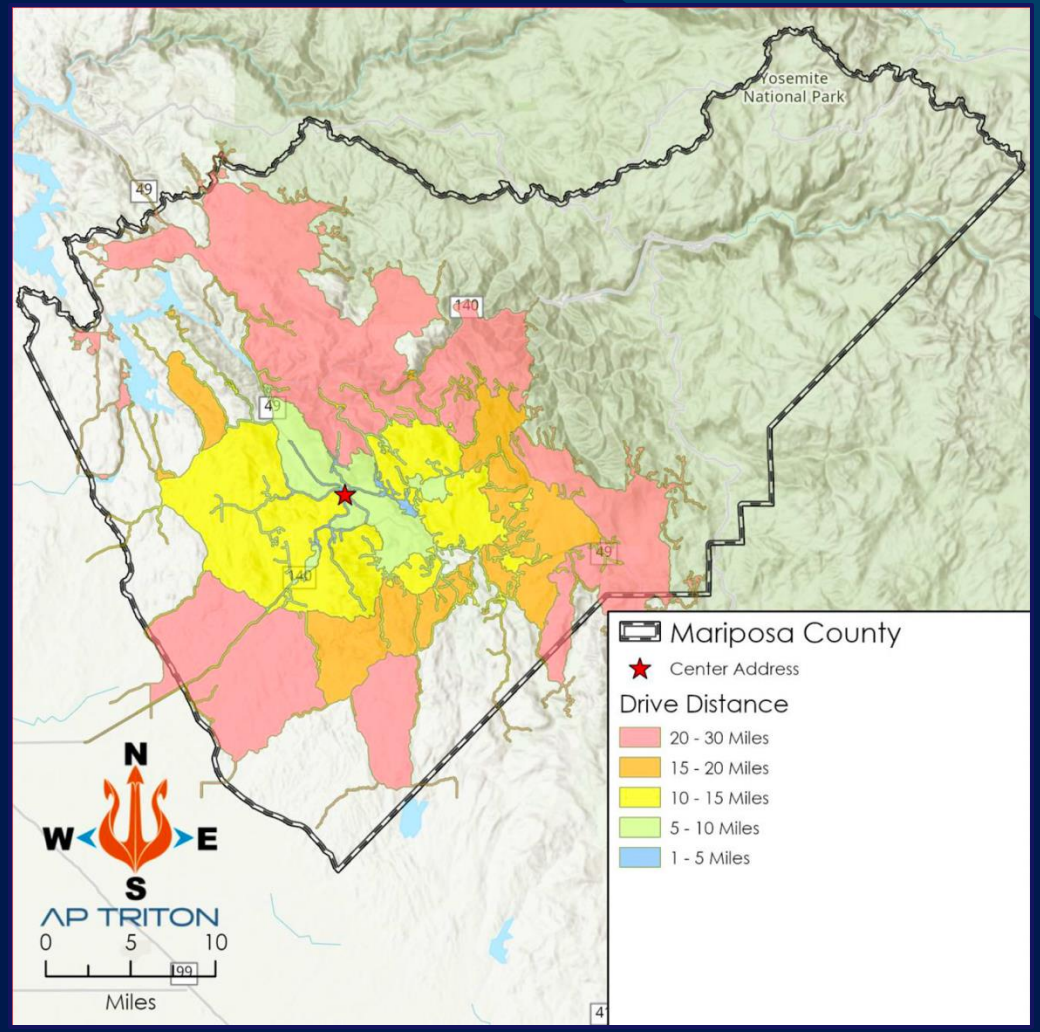
Capital Facilities and Fleet

Policies and Procedures

Geographic Challenges

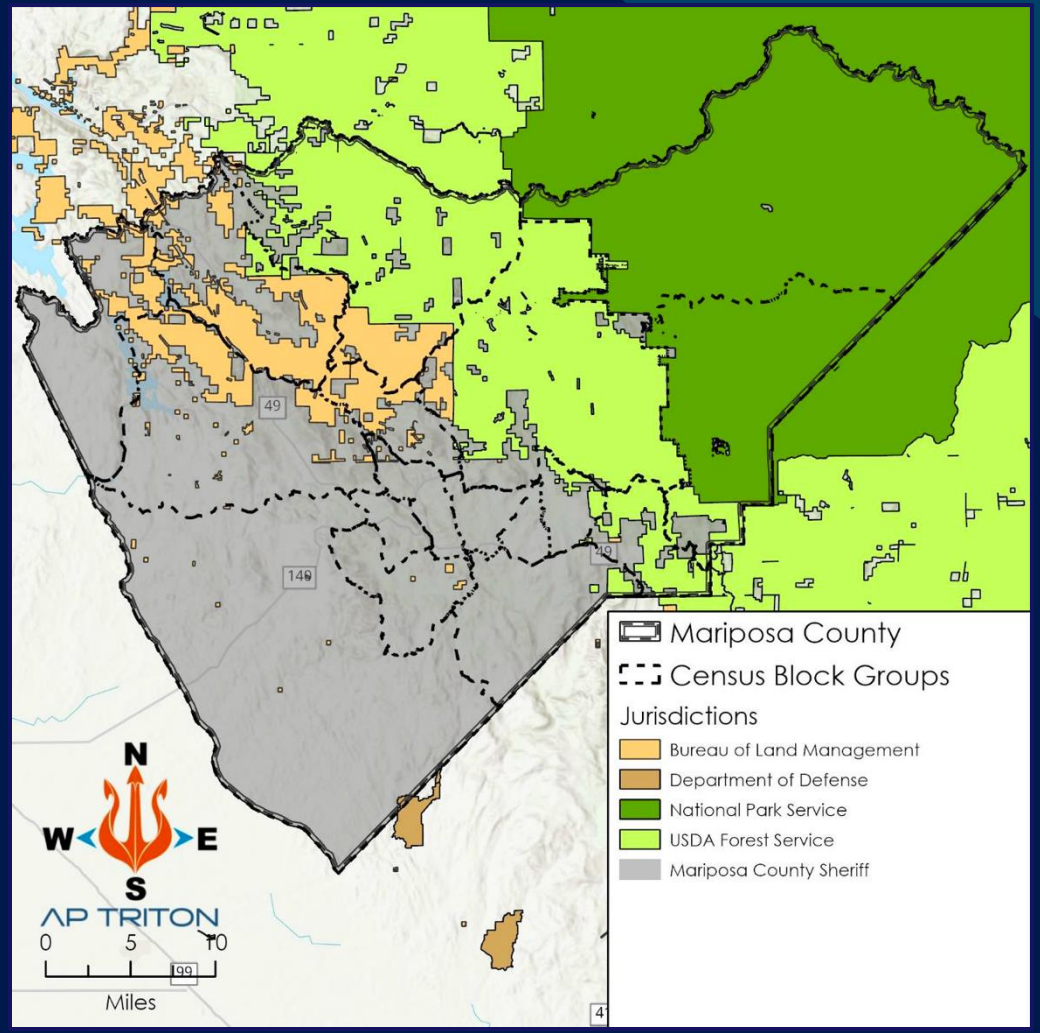
Mariposa County is over 1,400 square miles in size, with county roads accounting for roughly 560 linear miles with numerous other unimproved (official and unofficial) roadways.

The county is largely a rural setting with the full-time resident population of the county is around 17,000 people, national and international tourism causes significant swings in the transitory population.



Geographic Challenges

Compounding the challenges of this large geographic area is the patchwork of primary land jurisdiction for services, including law enforcement.



Major Services Provided by MCSO

The Mariposa County Sheriff's Office is responsible for a myriad of critical police and public services:

1. *Patrol Services*
2. *Criminal Investigations*
3. *Pre-trial and post conviction detention*
4. *Primary Public Safety Answering Service (PSAP)*
5. *Civil Court Matters*
6. *Search and Rescue*
7. *Animal Control*
8. *Public Administrator*
9. *County Emergency Management*
10. *Coroner*

Major Services Provided by MCSO

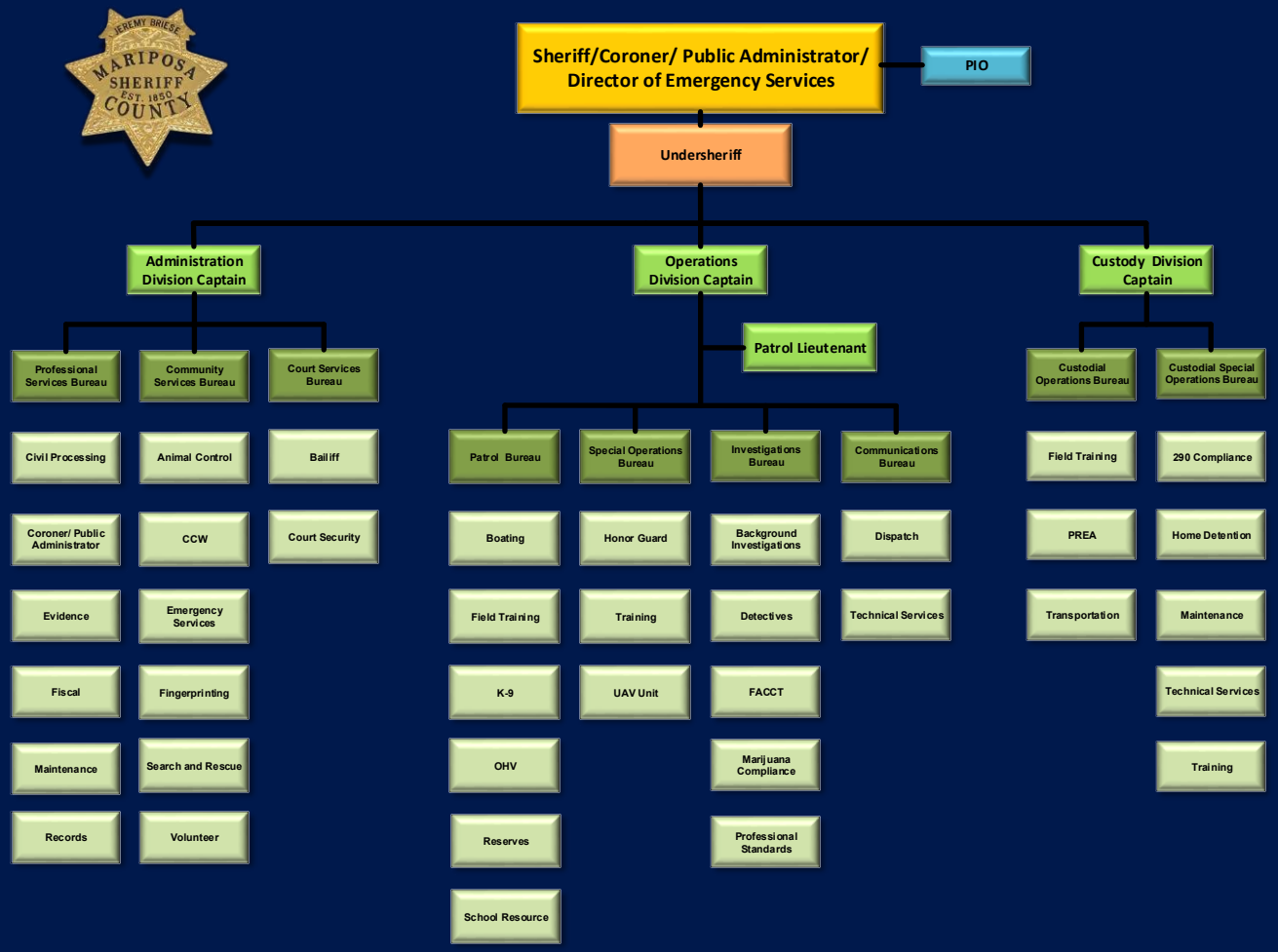
MCSO is divided into three major divisions

Operations Division
-Patrol
-Special Operations
-Investigation
-Communication

Administration Division
-Professional Services
-Community Services
-Court Services

Custody Division
-Custodial Operations
-Custodial Special Operations

MCSO Organizational Structure



Staffing Model

Teams staffing model for patrol purposes

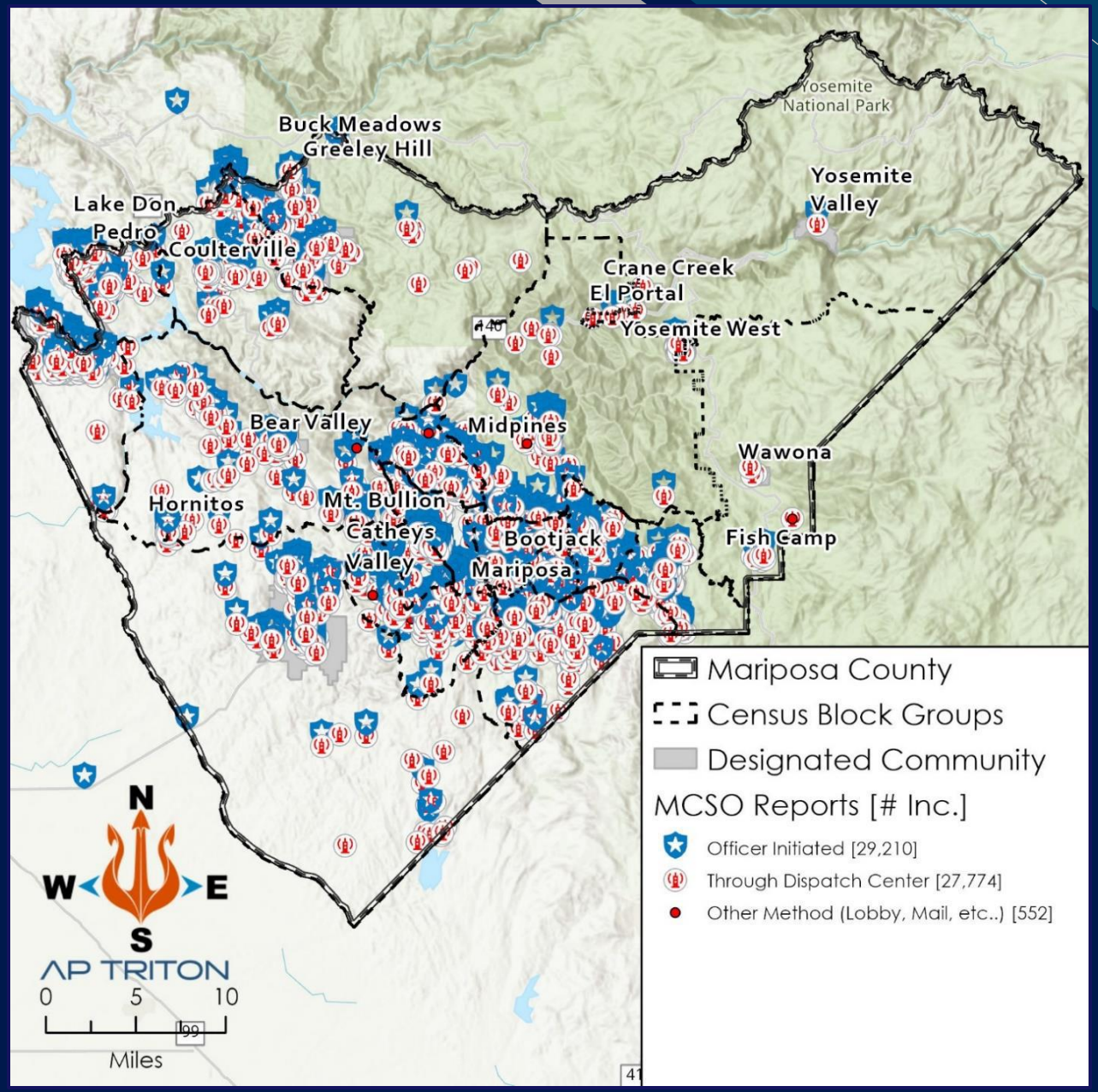
Civilianization / Partnerships

Staffing

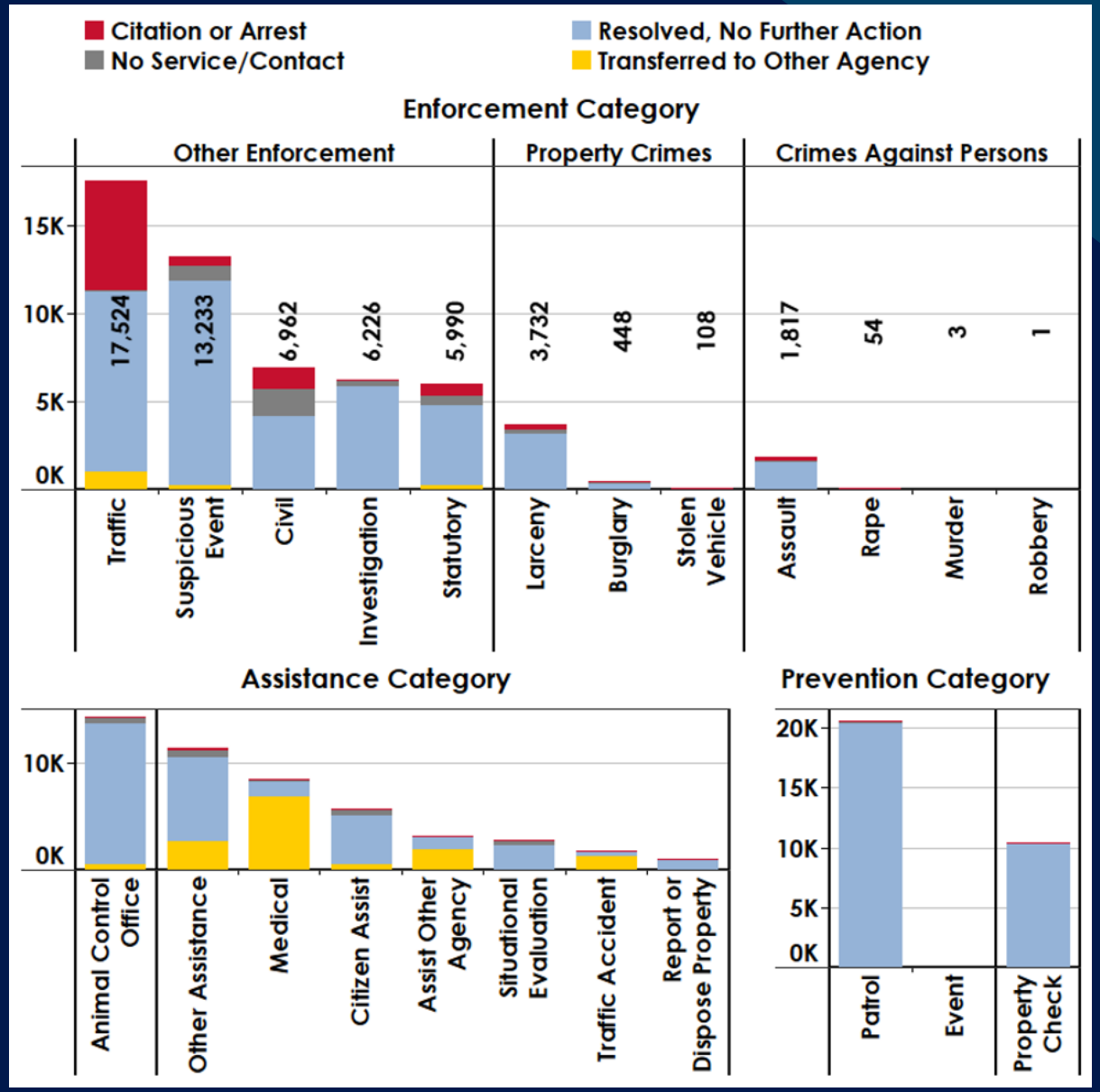
Patrol

Support Services

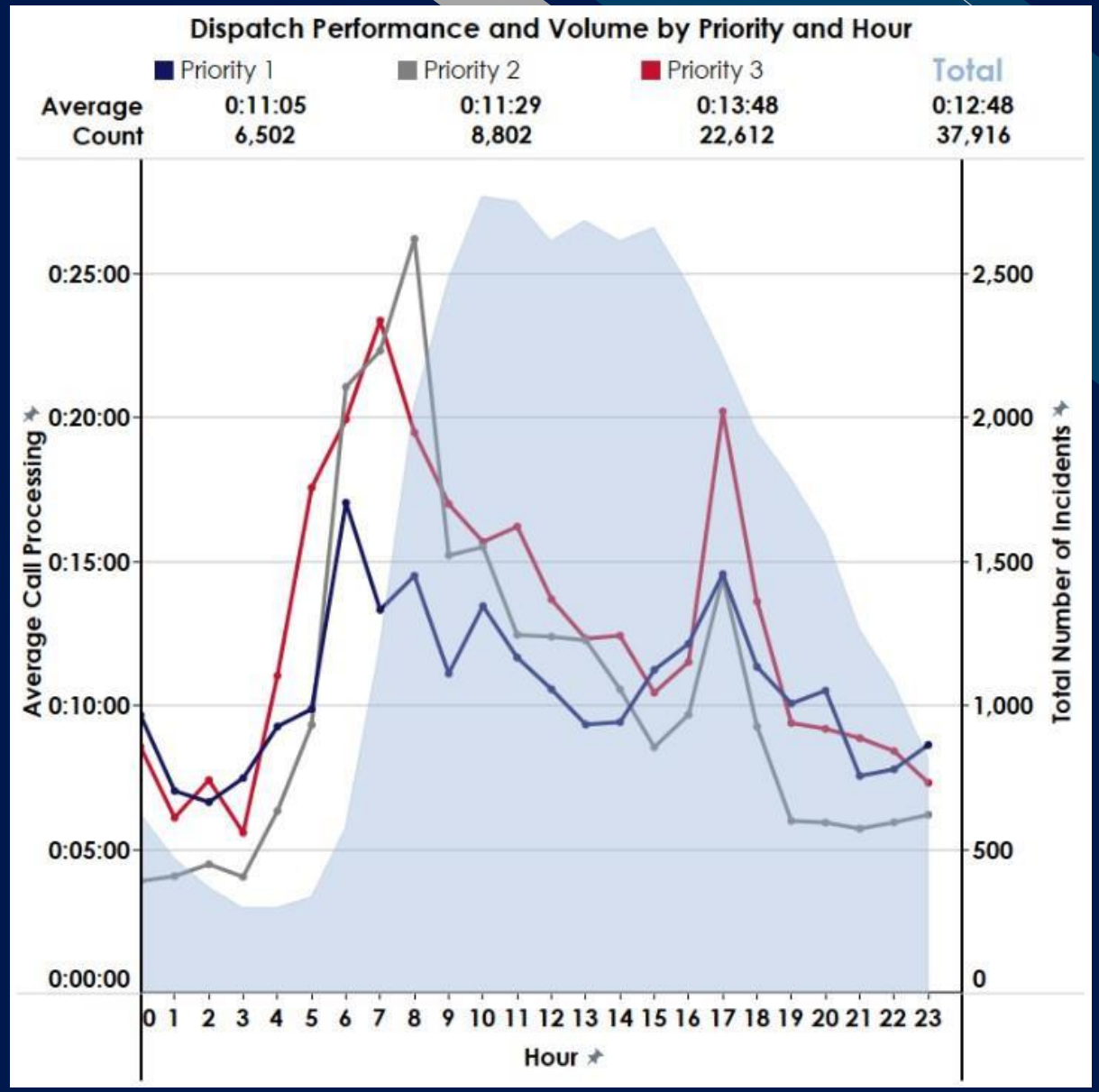
Incidents / CFS



Event Activity



Response Time

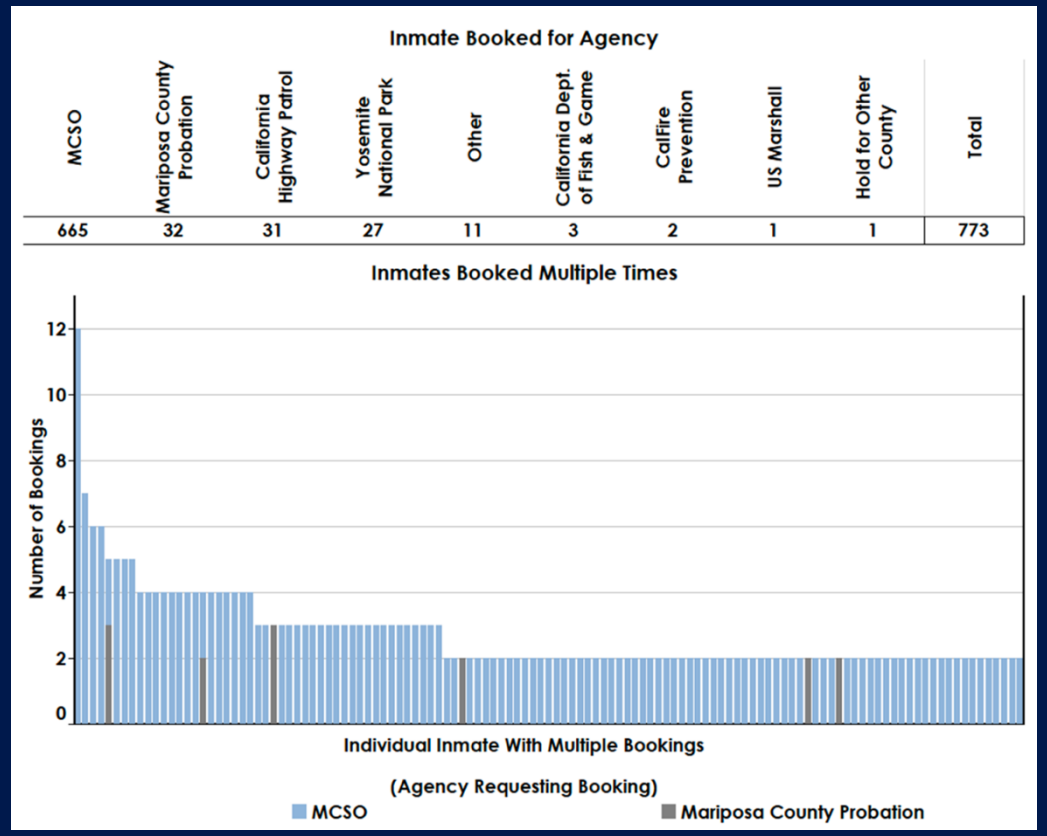


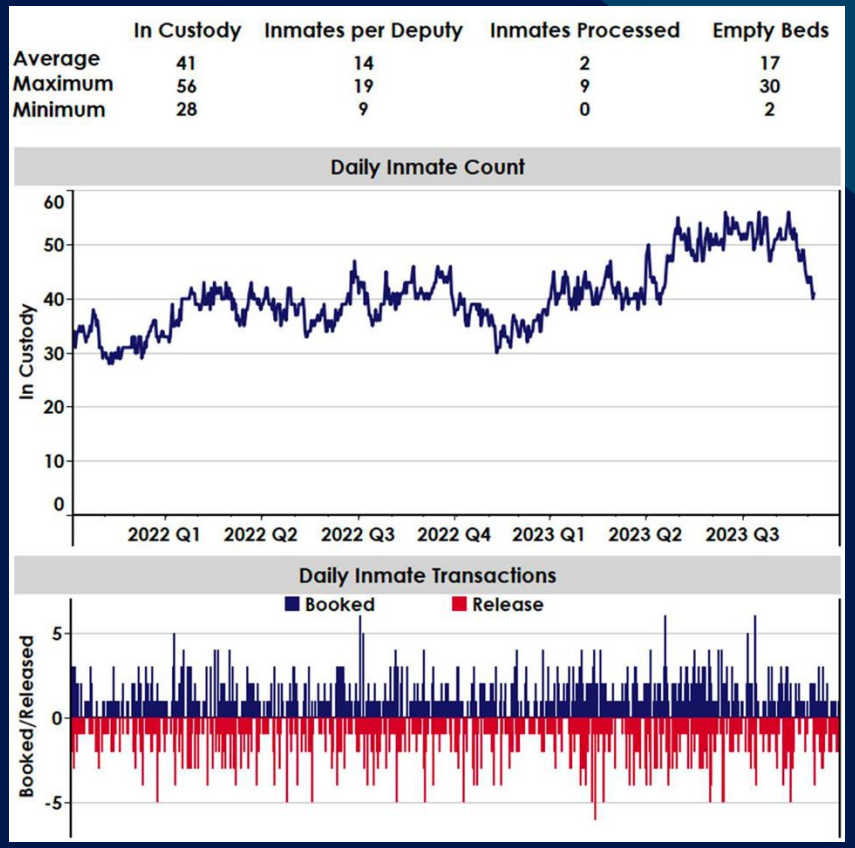
Investigative Workload

Limitations of data capture mechanism and practices made a meaningful analysis of workload for investigation not possible

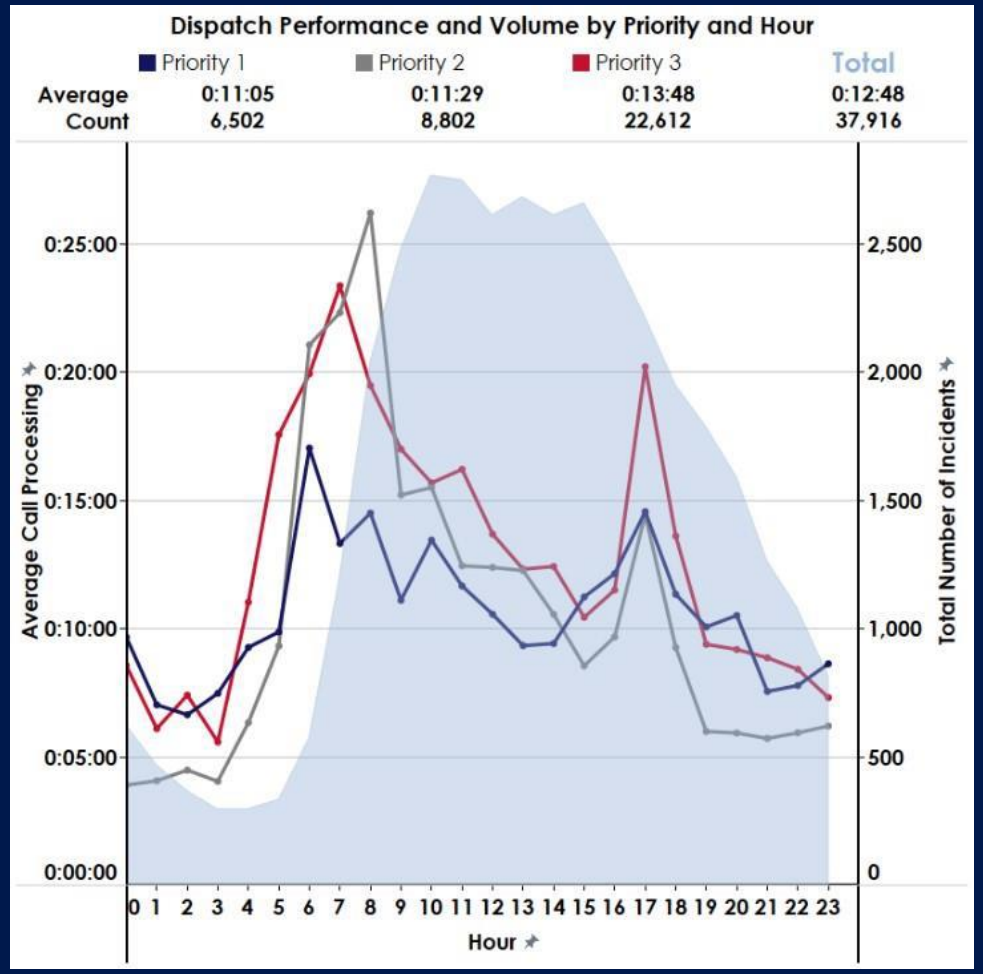
However, given the Investigation Bureau's focus on felony level crimes, total staffing, a rate of felony occurrences, the Investigation Bureau is woefully understaffed.

Custody Workload





Professional Staff



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Findings and Observations

Summary of Recommendations

Training

Data and Technology

Facilities Management

Fleet Management

Summary of Recommendations

Work Assignments and Staffing

Organizational Cohesion and Resilience

Financial Health

AP TRITON
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Recommendation Highlights

Significant Themes of Recommendations

"Data collection needs improvement. Standardized incident types, time stamp collection, CAD database collection, and everything dealing with data collection."

Significant Themes of Recommendations

MCSO needs data analytics and performance metrics for Investigations, Professional Staff, Court Services and Custody Staff.

"Some sort of court volume analytic set. Number of cases, number of criminals, number of deputies and bailiffs on duty. This is the only way to determine if it is correctly staffed."

Significant Themes of Recommendations

"They need more deputies on duty at any given time. The wait time for a cover car is excessive to say the least."

Significant Themes of Recommendations

Strategic Planning and Funding for adequate facilities (a Sheriff's Central Headquarters and an Improved/Expanded Jail), fleet replacement, and personnel.

Recommendation of Note

There is no accepted staffing algorithm for police agencies, which leaves discretion to the agencies to determine the right size to perform their mission at the level leadership and the community determines acceptable. Because of this discretion and lack of standards, agencies struggle with identifying and justifying their resource needs. MCSO would benefit from a Strategic Planning effort that focuses on developing focused service level goals and objectives for the department. This will inform an understanding of what is the 'right size' of the departments in order to achieve these service level targets.

Report recommendation: Mariposa County should a number of 'north star' service metrics and targets for MCSO in order to evaluate if the Sheriff's Office is performing at desired service level and is sufficiently resourced. This could occur during a focused strategic planning effort or engaging an SME consulting firm to develop the performance standards

Internal Survey

Helps to inform leadership on attitudes, opinions and concerns of the workforce. It also gives insight into the culture of the department.

It is worth mentioning a few of the following:

91% of respondents agreed or strongly agreed with the statement, “Deputies are more effective if they ‘look beyond the call’ to get to the root of the problem.”

And

80% of respondents agreed or strongly agreed with the statement, “Deputies should be expected to initiate activity during shifts rather than await assignment and calls.”



Discussion and Questions

MARIPOSA COUNTY

Board of Supervisors

Ordinance 2024-1191

MEETING:	September 3, 2024
TO:	The Board of Supervisors
FROM:	Monica Nielsen, Agricultural Commissioner
RE:	Waive the Second Reading and Adopt an Ordinance titled "Weights and Measures Device Fee"

RECOMMENDATION AND JUSTIFICATION

Waive the Second Reading and Adopt an Ordinance titled "Weights and Measures Device Fee"

California Business and Profession Code section 12240(a) states, "The county board of supervisors, by ordinance, may charge an annual fee, not to exceed the county's total cost of actually inspecting or testing the devices as required by law, to recover the costs of inspecting or testing weighing and measuring devices required of the county sealer pursuant to Section 12210, and to recover the cost of carrying out Section 12211."

The ordinance titled "Weights and Measures Device Fee" creates a new chapter in the county code that includes a fee schedule in accordance with California Business and Professions codes section 12240.

BACKGROUND AND HISTORY OF BOARD ACTIONS

On November 21, 2023, the County Sealer requested direction from the Mariposa County Board of Supervisors regarding weights and measures device fees. Option one was to continue with no fees on commercial weighing and measuring devices in Mariposa County. Option two was to create a weights and measures device fee program. The board directed County Sealer Nielsen to create a weights and measures device fee program.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve and the Mariposa County Weights and Measures program would have no changes.

If not approved, Pursuant to California Business and Professions Code Section 12210 states "each county sealer shall tray and test all commercial weighing and measuring devices." This means the County will still be responsible for the costs of these services but will not recoup the cost of performing the service.

FINANCIAL IMPACT

No financial impact to the general fund.

ATTACHMENTS

1. **CA B&P Code 12240**
2. **Ordinance Newspaper summary**
3. **Device Fee Full Ordiance 2nd reading copy**

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	None
SECONDER:	District III Supervisor Danette Toso
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe

BUSINESS AND PROFESSIONS CODE - BPC

DIVISION 5. WEIGHTS AND MEASURES [12001 - 13800]

(Division 5 added by Stats. 1939, Ch. 43.)

CHAPTER 2. Administration [12100 - 12246]

(Chapter 2 added by Stats. 1939, Ch. 43.)

ARTICLE 2.1. Fees and Charges [12240 - 12246]

(Article 2.1 added by Stats. 1982, Ch. 1380, Sec. 4.)

12240.

(a) Except as otherwise provided in this section, the county board of supervisors, by ordinance, may charge an annual registration fee, not to exceed the county's total cost of actually inspecting or testing the devices as required by law, to recover the costs of inspecting or testing weighing and measuring devices required of the county sealer pursuant to Section 12210, and to recover the cost of carrying out Section 12211.

(b) Except as otherwise provided in this section, the annual registration fee shall not exceed the amount set forth in subdivisions (f) to (r), inclusive.

(c) The county may collect the fees biennially, in which case they shall not exceed twice the amount of an annual registration fee. The ordinance shall be adopted pursuant to Article 7 (commencing with Section 25120) of Chapter 1 of Part 2 of Division 2 of Title 3 of the Government Code.

(d) Retail gasoline pump meters, for which the above fees are assessed, shall be inspected as frequently as required by regulation, but not less than once every two years.

(e) Livestock scales, animal scales, and scales used primarily for weighing feed and seed, for which the above fees are assessed, shall be inspected as frequently as required by regulation.

(f) For purposes of this section, the annual registration fee for a business that uses a commercial weighing or measuring device or devices shall consist of a business location fee, a department administrative fee, as specified in Section 12241, and a device fee, as specified in subdivisions (g) to (r), inclusive. The business location fee and device fee shall not exceed one hundred twenty dollars ($120) per business location, plus 100 percent of the maximum applicable device fee listed in subdivisions (g) to (r), inclusive.

(g) (1) For marinas, mobilehome parks, recreational vehicle parks, and apartment complexes, where the owner of the marina, park, or complex owns and is responsible for the utility meters, the device fee shall not exceed the following:

(A) For water submeters, six dollars ($6) per device per space or apartment.

(B) For electric submeters, three dollars ($3) per device per space or apartment.

(C) For vapor submeters, ten dollars ($10) per device per space or apartment.

(2) Marinas, mobilehome parks, recreational vehicle parks, and apartment complexes for which the above fees are assessed shall be inspected and tested as frequently as required by regulation.

(h) For weighing devices, other than livestock, with capacities of 10,000 pounds or greater, the device fee shall not exceed two hundred fifty dollars ($250) per device; for weighing devices, other than livestock scales, with capacities of at least 2,000 pounds but less than 10,000 pounds, the device fee shall not exceed one hundred fifty dollars ($150) per device.

(i) This section does not apply to farm milk tanks.

(j) A scale or device used in a certified farmers' market, as defined by Section 113742 of the Health and Safety Code, is not required to be registered in the county where the market is conducted, if the scale or device has an unexpired seal for the current year, issued by a licensed California county sealer.

(k) For livestock scales with capacities of 10,000 pounds or greater, the device fee shall not exceed one hundred fifty dollars ($150) per device; for livestock scales with capacities of at least 2,000 pounds but less than 10,000 pounds, the device fee shall not exceed one hundred dollars ($100) per device.
(l) (1) For liquefied petroleum gas (LPG) meters, truck mounted or stationary, the device fee shall not exceed one hundred eighty-five dollars ($185) per device.

(2) For compressed natural gas (CNG) and liquified natural gas (LNG) meters, truck mounted or stationary, the device fee shall not exceed seventy-five dollars ($75) per device in 2019, one hundred twenty-five dollars ($125) per device in 2020, and one hundred eighty-five dollars ($185) per device beginning in 2021.

(m) For wholesale and vehicle meters, the device fee shall not exceed seventy-five dollars ($75) per device.
(n) For computing scales and electronic counter scales interfaced with a cash register or any point-of-sale system, the device fee shall not exceed twenty-five dollars ($25) per device. For purposes of this subdivision, a computing scale or interfaced electronic counter scale shall be a weighing device with a capacity of less than 100 pounds that indicates, through its indicator or a point-of-sale system indicator, the money value of any commodity weighed, at predetermined unit prices, throughout all or part of the weighing range of the scale. For purposes of this subdivision, the portion of the annual registration fee consisting of the business location fee and the device fees authorized by this subdivision shall not exceed the sum of one thousand two hundred dollars ($1,200) for each business location.
(o) For jewelry and prescription scales and scales marked as, or meeting the design and performance requirements of, a Class II weighing device, the device fee shall not exceed eighty dollars ($80) per device. For purposes of this subdivision, a jewelry or prescription scale or a scale marked as, or meeting the design and performance requirements of, a Class II weighing device shall be a scale that meets the specifications, tolerances, and sensitivity requirements established or adopted by the secretary applicable to those devices in accordance with Section 12107.
(p) For weighing devices, other than computing, interfaced electronic counter, jewelry, and prescription scales and scales marked as, or meeting the design and performance requirements of, a Class II weighing device, as defined in subdivisions (n) and (o), with capacities of at least 100 pounds but less than 2,000 pounds, the device fee shall not exceed fifty dollars ($50) per device.
(q) For vehicle odometers utilized to charge mileage usage fees in vehicle rental transactions or in computing other charges for service, including, but not limited to, ambulance, towing, or limousine services, the device fee shall not exceed sixty dollars ($60) per device.
(r) This section does not apply to odometers in rental passenger vehicles, as defined in Section 465 of the Vehicle Code, that are subject to Chapter 1.5 (commencing with Section 1939.01) of Title 5 of Part 4 of Division 3 of the Civil Code. If a person files a complaint with the county sealer regarding the accuracy of a rental passenger vehicle odometer, the county sealer may charge a fee to the operator of the vehicle rental business sufficient to recover, but not to exceed, the reasonable cost of testing the device in investigation of the complaint.
(s) For vehicle odometers utilized to charge mileage usage fees in vehicle rental transactions involving nonpassenger vehicles that are not subject to Chapter 1.5 (commencing with Section 1939.01) of Title 5 of Part 4 of Division 3 of the Civil Code, the portion of the annual registration fee consisting of the business location fee and the device fee authorized pursuant to subdivision (q) shall not exceed the sum of three hundred forty dollars ($340) for each business location.
(t) For all other commercial weighing or measuring devices not listed in subdivisions (g) to (r), inclusive, the device fee shall not exceed twenty-six dollars ($26) per device. For purposes of this subdivision, the total portion of the annual registration fee consisting of the business location fee and the device fees authorized by this subdivision shall not exceed the sum of one thousand two hundred dollars ($1,200), for each business location.
(u) For purposes of this section, a single business location is defined as:

(1) Each business location that uses one or more categories or types of commercial devices as set forth in subdivisions (g) to (p), inclusive, and in subdivision (t), that require the use of specialized testing equipment and that necessitates not more than one inspection trip by a weights and measures official.

(2) Each vehicle, except for those vehicles that are employed in vehicle rental transactions, in which one or more commercial devices is installed and used.

(3) (A) For vehicles that are employed in vehicle rental transactions and that are not subject to Chapter 1.5 (commencing with Section 1939.01) of Title 5 of Part 4 of Division 3 of the Civil Code, each business location at which vehicles are stored or maintained by a vehicle rental company for the purposes of renting vehicles to customers.

(B) A facility that meets all of the following criteria shall not be considered a business location for the purposes of this paragraph:

(i) The facility is not wholly, or in any part, owned, leased, or operated by the vehicle rental company.

(ii) The facility is not operated or staffed by an employee of the vehicle rental company.

(iii) The facility stores or maintains, on a temporary basis, vehicles at the location for customer convenience.

(C) If a person files a complaint with the county sealer regarding the accuracy of an odometer in a vehicle found or located at a facility described in subparagraph (B), the county sealer may charge a fee to the operator of the vehicle rental company sufficient to recover, but not to exceed, the reasonable cost of testing the device in investigation of the complaint.

(Amended by Stats. 2023, Ch. 575, Sec. 1. (AB 1304) Effective January 1, 2024. Repealed as of January 1, 2029, pursuant to Section 12246.)

12241.
The secretary shall establish by regulation an annual administrative fee to recover reasonable administrative and enforcement costs incurred by the department for exercising supervision over and performing investigations in connection with the activities performed pursuant to Sections 12210 and 12211 and to recover reasonable costs incurred by the department for the safekeeping and certification of the state standards pursuant to Section 12304 and for certification services provided pursuant to Sections 12305 and 12310. This administrative fee shall be collected for every device registered with each county office of weights and measures, and paid to the Department of Food and Agriculture Fund.
(Amended by Stats. 2017, Ch. 429, Sec. 73. (SB 547) Effective January 1, 2018. Repealed as of January 1, 2029, pursuant to Section 12246.)

12242.
The revenue from any fee charged pursuant to Section 12240 shall be deposited in the general fund of the county and used solely for the activities required by Sections 12210 and 12211.

MARIPOSA COUNTY BOARD OF SUPERVISORS
SUMMARY OF PROPOSED ORDINANCE CREATING CHAPTER 2.116
IN THE MARIPOSA COUNTY CODE TITLED "WEIGHTS AND MEASURES DEVICES FEES

Notice is hereby given that on Tuesday, September 3rd, at 9:00 a.m., or as soon thereafter as the matter may be heard, at its regularly scheduled meeting, the Mariposa County Board of Supervisors will consider the adoption of an ordinance creating Chapters 2.116 of the Mariposa County Code as follows:

2.116: Weights and Measures Device Fees

2.116.000: The purpose of this chapter is to recover the costs of inspecting or testing weighing and measuring devices pursuant to Business and Professions Code Section 12210 and to recover the costs of carrying out the provisions of Business and Professions Code Section 12211.

2.116.020: Defines the meaning set forth in Business and Professions Code sections 12500 and 12240.

2.116.030: Registration certificate required: No person shall use any weighing or measuring instrument for commercial purposes without having a current annual registration certificate for such instrument

2.116.040: Application for registration certificate and fee required to be paid to County Sealer.

2.116.050: Term of registration: Each registration certificate shall expire on December 31st of the year.

2.116.060: Annual registration fee. The annual registration fee is hereby established as stated in Business and Professions Code Section 12240. Annual registration fee is due by March 31st each calendar year.

2.116.070: 2.116.070 Fee Schedule: fee is hereby established as stated in Business and Professions Code Section 12240 includes location fee, device fee, and California Department of Food and Agriculture, Division of Measurement Standards administration fee.

A certified copy of the full text of this ordinance is posted for public review in the Office of the Clerk of the Board of Supervisors at 5100 Bullion Street, Mariposa, California, and is available for public inspection and copying in that office in accordance with the California Public Records Act, Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1.

Danielle Bondshu
Clerk of the Board

MARIPOSA COUNTY ORDINANCE NO. _____

AN ORDINANCE CREATING A NEW CHAPTER 2.116 OF THE MARIPOSA COUNTY CODE ENTITLED "WEIGHTS AND MEASURES DEVICE FEES"

WHEREAS, California Business and Professions Code Section 12210 requires inspections or testing of weights and measures devices; and

WHEREAS, the Board of Supervisors desires to create a new Chapter 2.116 of the Mariposa County Code to establish a process to recover the costs of inspecting or testing weights and measures devices;

NOW, THEREFORE, THE BOARD OF SUPERVISORS OF MARIPOSA COUNTY, a political subdivision of the State of California, does ordain as follows:

SECTION I: Chapter 2.116 is hereby created to read as follows:

2.116 Weights and Measures Device Fees

2.116.010 Purpose.
The purpose of this chapter is to recover the costs of inspecting or testing weighing and measuring devices pursuant to Business and Professions Code Section 12210 and to recover the costs of carrying out the provisions of Business and Professions Code Section 12211.

2.116.020 Definitions.
For the purpose of this article, and unless the text otherwise requires, the following terms and phrases shall have the following definitions:

a) "Commercial purposes" shall have the meaning assigned to it by Section 12500 of the Business and Professions Code.
b) "County sealer" means the sealer appointed by the Mariposa County board of supervisors and duly authorized agents.
c) "Location" means the room, enclosure, building, space or area where one or more weighing and measuring instruments are located or operated. For electric and vapor meters, each house or mobile home is considered a location except in a mobile home park or apartment complex where the park or complex is considered one location.
d) "Weighing and measuring instrument" means and includes any device classified by the State Secretary of Food and Agriculture as coming within Business and Professions Code Section 12240, as defined in the California Code of Regulations, Title IV, Division 9, Chapter 1, commencing with Article 1.
e) “CDFA DMS” refers to California Department of Food and Agriculture, Division of Measurement Standards

2.116.030 Registration certificate required.
No person shall use any weighing or measuring instrument for commercial purposes without having a current annual registration certificate for such instrument. The certificate shall be in addition to any other certificate, license, or permit which may be required by the county or any other governmental entity. In the case of LP-gas vapor meters, a certificate shall be issued based on an annual count of a LP-gas dealer's meters located in the county, and if changes in the number of meters occur during the year, no additional certificate(s) shall be required.

2.116.040 Application for registration certificate.
An application for a registration certificate must be submitted to the county sealer in the form prescribed by him or her. The county sealer shall, upon receipt of a completed application and the payment of the applicable fees described herein, issue a current registration certificate.

2.116.050 Term of registration.
Each registration certificate shall expire on December 31st of the year of its issuance and may thereafter be renewed on an annual basis upon payment of the applicable fees provided herein.

2.116.060 Annual registration fee.
A. An annual registration fee shall be charged for the calendar year, or any part thereof, for all weighing and measuring instruments requiring a registration certificate as provided for herein. The annual registration fee is hereby established as stated in Business and Professions Code Section 12240. Annual registration and registration fee is due on or before March 1st of the current registration year. Registration fees received after March 1st shall pay a delinquency penalty established by the master fee schedule.
B. Annual registration fee shall include California Department of Food & Agriculture, Division of Measurement Standards (CDFA DMS) Administrative fees stated in California Code of Regulations, Title 4, Division 9, Chapter 3, Article 3, section 4075 and listed in the Annual Device Fee Registration Fee Schedule.

2.116.070 Fee Schedule

Beginning July 1, 2024 and thereafter, the following device registration fees shall be in effect:	Location Fee	County Rate	CDFA DMS Fee
Commercial Weighting or Measuring Device tested at the Mariposa County Agricultural Commissioner/County Sealers Office	$0.00	$25.00	$2.20
Computing/Counter/Hanging	$100.00	$25.00	$2.20
Counter scale 101 lbs. to 2000lbs	$100.00	$50.00	
Platform Scales/Hopper/Tank less than 2,000lbs	$100.00	$20.00	$2.20
Platform Scales/Hopper/Tank 2,000-10,000 lbs.	$100.00	$150.00	$16.00
Platform Scales/Hooper/Tank 10,000+ Lbs.	$100.00	$250.00	$24.00
Jewelry or Prescription a Class II device	$100.00	$80.00	
Livestock/Animal Scales less than 2,000 lbs.	$100.00	$20.00	$2.20
Livestock/Animal Scales 2,000-10,000 lbs.	$100.00	$100.00	$16.00
Livestock/Animal Scales 10,001+ lbs.	$100.00	$150.00	$24.00
Vehicle Scale 10,001+ lbs.	$100.00	$250.00	
Commercial Weighing or Measuring Devices	$100.00	$26.00	$2.20
Cordage Meters	$100.00	$26.00	$2.20
Retail Water Meters	$100.00	$26.00	$2.20
Retail Fuel Meters	$100.00	$26.00	$2.20
Electric Vehicle Charging Meters	$100.00	$26.00	$2.20
LPG, CNG, LNG Meters; Stationary or Truck Mounted	$100.00	$185.00	$16.00
Wholesale or Vehicle Meters	$100.00	$75.00	$16.00
Water Submeters	$100.00	$6.00	$0.50
Electric Submeters	$100.00	$3.00	$0.50
Vapor Submeters	$100.00	$10.00	$0.50
Delinquency Penalty Fee- 30 days past due	25% of the registration fee		
Delinquency Penalty Fee- 30-90 days past due			$50.00 or 50% of the registration fee
Delinquency Penalty Fee- Over 90 days past due			$50.00 or 100% of the registration fee

SECTION II: This Ordinance shall become effective thirty (30) days after final passage pursuant to Government Code §25123.

PASSED AND ADOPTED by the Board of Supervisors of Mariposa County this __ day of ___ , 2024 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

Miles Menetrey, Chair
Mariposa County Board of Supervisors

Attest:

Danielle Bondshu
Clerk of the Board of Supervisors

Approved as to Form:

Steven W. Dahlem
County Counsel

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-382

MEETING: September 3, 2024

TO: The Board of Supervisors

FROM: Matt Johnson, Librarian

RE: Adopt a Reference Service Policy for Mariposa County Library, Effective Immediately

---

RECOMMENDATION AND JUSTIFICATION

Adopt a Reference Service Policy for the Mariposa County Library, Effective Immediately.

A common part of library work is a reference service. The Mariposa County Library does not have a designated reference librarian or department, but the staff members do try to fill the same role a reference librarian would. However, it would be beneficial to adopt a policy that outlines expectations for the staff and public when it comes to reference research requests.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The library staff attempts to address questions from patrons when they arise, and to assist in research efforts. However, at times the small staff gets overwhelmed with requests and could use a policy that outlines how the service will be handled. At the moment the library does not have an active reference service policy and would lack a clear policy on how reference questions should be handled.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve the proposed policy. The library would continue to attempt to offer reference services but would lack specific guidelines on how reference services should look.

FINANCIAL IMPACT

None.

ATTACHMENTS

1. **Reference Desk Policy**

VOTE RESULT

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

MARIPOSA COUNTY LIBRARY
REFERENCE SERVICE POLICY

Policy Statement for Reference Service

The goal of reference services is to provide accurate, timely, impartial and useful information and materials to meet the community's informational, recreational and educational needs. To this end, the Mariposa County Library will provide general reference services overseen by a professional librarian.

Staff Responsibilities

All library staff are expected to be able to provide assistance with basic level tasks, including:

· Searching for materials and placing reservations using the online library catalog
· Using internet search engines to locate basic directory and encyclopedic information
· Assisting users in utilizing library technologies, including computers, copiers, and other devices

Because the Mariposa County Library has a small staff, it doesn't have a staff member as a designated reference librarian. However, staff will strive to do their best to:

1. Maintain a working knowledge of the reference collection and the library collection in general.
2. Maintain a working knowledge of community affairs, organizations and agencies.
3. Maintain a working knowledge of databases available to help patrons with research questions
4. Maintain a working knowledge of different consumer technologies, including smartphones, tablets, and laptop computers.

Referring Questions

If a patron's questions cannot be answered by sources at Mariposa County Library, it is sometimes necessary to refer a patron to other local and/or county organizations and agencies. Staff members may wish to contact that source before referring the patron and should use their discretion when making such calls.

Limitations of Reference Service

Notwithstanding the strong desire to help every library user fulfill their information needs, the library cannot provide extensive individual assistance, including manual assistance with typing and other computer operations, or assistance in composing or editing forms or other documents.

Patrons sometimes ask questions of a medical, legal, financial or consumer-oriented nature. Reference staff members should make every effort to provide impartial and accurate information. Library personnel should never interpret information for a patron. Patrons who have questions concerning the meaning, value or pertinence of medical, legal or financial information should seek an appropriate authority in the field.

Patrons should be considerate in not overwhelming staff with excessive requests. The library staff can ask for a clear, written request from a patron. The staff will make every effort to answer the question

thoroughly and in a timely manner (generally 48 hours), but reserves the right to ask the patron to return at a later time to receive the information, especially if the request requires a more than cursory search.

Guiding Principles of Reference Service

1. A function of providing reference assistance is to teach library patrons how to do research. This includes recommending appropriate resources which may help the patron find information on a topic on their own, and teaching the patron how to select and use resources. Such customary reference tasks as looking up specific facts, definitions, or other discrete data accessible through print materials or online are a normal part of reference work. Interpreting or analyzing this data is the patron's responsibility. Librarians do not interpret legal or medical information and do not give legal or medical advice.
2. The library staff should seek to involve patrons in the information-finding process as much as possible. Whenever practical, the staff will give a patron instruction on the use of a given resource, while the patron does the searching. Staff may choose to observe the patron through the process, helping as needed, to make sure it is understood. Most requests should be simple and be completed in a matter of minutes.
3. Staff will attempt to assist all who request help. However, in certain circumstances, it may be necessary to give priority to other library tasks, such as assisting other patrons, before beginning research of reference questions. Individuals can be contacted when their reference material is complete.
4. Patrons will be charged the normal, established library fee when print-outs and copies are requested.

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-383

MEETING: September 3, 2024

TO: The Board of Supervisors

FROM: Steve Engfer, Planning Director

RE: Adopt a Resolution Directing Staff to Publish the Geographic Information System (GIS) Online Zoning Look Up Tool that Allows for Digital Online Access to Parcel Specific Zoning Information

---

RECOMMENDATION AND JUSTIFICATION

Adopt a Resolution Directing Staff to Publish the Geographic Information System (GIS) Online Zoning Look Up Tool that Allows for Digital Online Access to Parcel Specific Zoning Information.

The official County Zoning maps were adopted in paper format. The paper format worked for a time period with no available tools such as GIS and internet capabilities that allow for digital online access to parcel specific zoning information.

The Planning Department staff have been working to digitize the existing paper maps, including all zoning changes to date, into the County Geographic Information System (GIS) system.

Staff completed the process of bringing the "paper form" of the adopted zoning map layer into the digital format utilizing the GIS system.

The attached presentation provides an overview of the Zoning Look Up Tool that will be published for public use upon approval by the Board of Supervisors.

Along with the publication of the Zoning Look Up Tool, a user-friendly development permitting appointment request form is being made available. This is designed to help expedite public inquiries and development permitting processes through an easily accessible online appointment request form.

Planning staff would respond to the "additional information" request form within 3 business days and work with the interested parties to provide guidance for permitting and land use application actions.

At the Planning Commission meeting of August 16, 2024 the Planning Commission received the presentation regarding the online Zoning Look Up tool and adopted a resolution to recommend that the Board of Supervisors authorize staff to publish the Geographic Information Systems (GIS) based Online Zoning Look Up Tool for public use.

BACKGROUND AND HISTORY OF BOARD ACTIONS

No previous Board action has occurred regarding the publication of the GIS Online Zoning Look Up Tool

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Negative or No action would delay the publication fo the online zoning look up tool

FINANCIAL IMPACT

None. No budget action is requested for this item.

ATTACHMENTS

1. **Presentation PPT**
2. **Planning Commission Resolution**
3. **BOS Resolution**

VOTE RESULT

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

Mariposa County Zoning Lookup Tool

An interactive GIS application for public use to determine the Zoning District for a specific parcel (Assessor Parcel Number - APN)

Mariposa County Planning Department
GIS

Board of Supervisors Meeting- September 3rd, 2024

About Zoning:

- Zoning in California, including Mariposa County, plays a crucial role in land use management and development regulation.

- Zoning includes “ordinances” and “maps”:

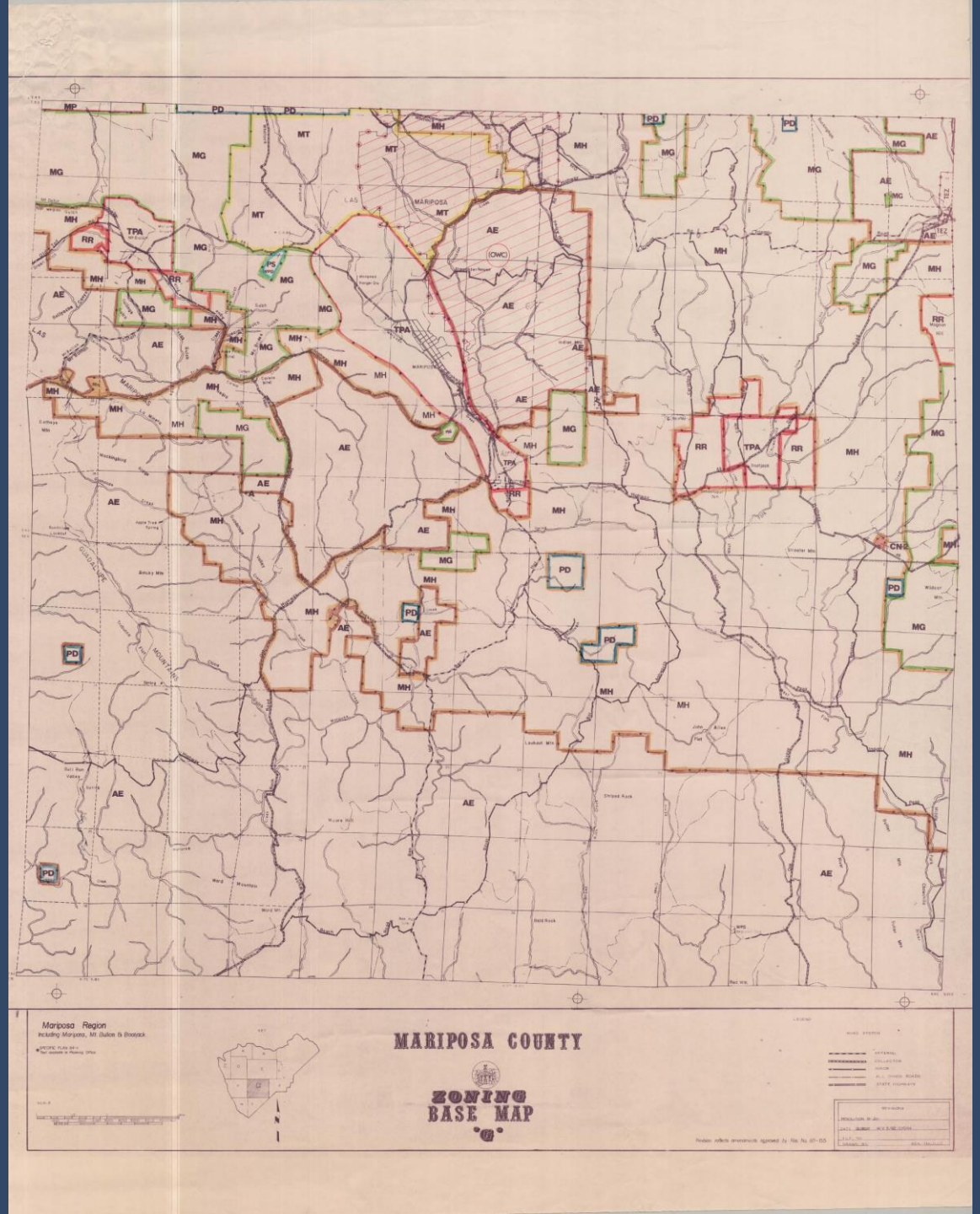
    - Zoning Ordinance (text) provides the purpose of the zoning district permitted uses, density regulations, building heights, and other development standards

    - Zoning map is the diagrammatic representation of the county lands areas by specific zoning districts

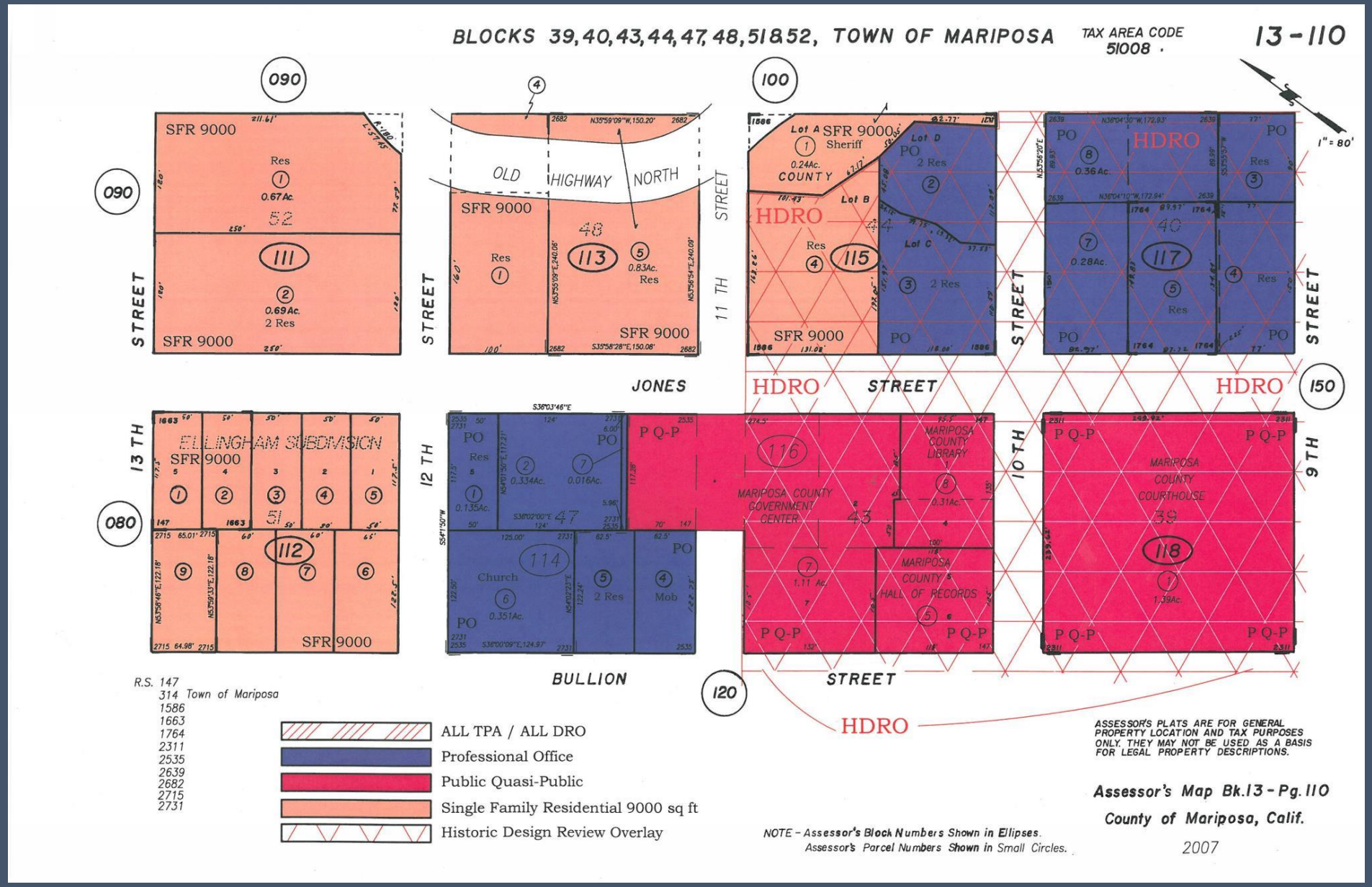
- In Mariposa County, zoning ensures orderly growth, protects natural resources, and preserves the county's unique character and rural landscape.

This is an example of the original zoning maps.

Maps like this were used as the basis for making the digital version.



Zoning Map


BLOCKS 39,40,43,44,47,48,51&52, TOWN OF MARIPOSA
TAX AREA CODE 51008
13-110
1" = 80'
090
100
080
120
150
SFR 9000
Res
0.67Ac.
52
111
0.69Ac.
2 Res
STREET
OLD HIGHWAY NORTH
48
113
0.83Ac.
11 TH
Lot A SFR 9000
Sheriff
0.24Ac.
COUNTY
Lot B
HDRO
115
Lot C
2 Res
Lot D
PO
HDRO
0.36Ac.
40
117
0.28Ac.
JONES
HDRO STREET
HDRO
13 TH
ELLINGHAM SUBDIVISION
SFR 9000
51
112
12 TH
0.135Ac.
0.334Ac.
0.016Ac.
47
P Q-P
116
MARIPOSA COUNTY GOVERNMENT CENTER
43
MARIPOSA COUNTY LIBRARY
0.31Ac.
1.11 Ac.
MARIPOSA COUNTY HALL OF RECORDS
10 TH
MARIPOSA COUNTY COURTHOUSE
39
118
1.39Ac.
9 TH
Church
0.351Ac.
114
2 Res
Mob
BULLION
STREET
HDRO
R.S. 147
314 Town of Mariposa
1586
1663
1764
2311
2535
2639
2682
2715
2731
ALL TPA / ALL DRO
Professional Office
Public Quasi-Public
Single Family Residential 9000 sq ft
Historic Design Review Overlay
NOTE - Assessor's Block Numbers Shown in Ellipses.
Assessor's Parcel Numbers Shown in Small Circles.
ASSESSOR'S PLATS ARE FOR GENERAL PROPERTY LOCATION AND TAX PURPOSES ONLY. THEY MAY NOT BE USED AS A BASIS FOR LEGAL PROPERTY DESCRIPTIONS.
Assessor's Map Bk.13 - Pg.110
County of Mariposa, Calif.
2007



This is the introduction screen.

User will see, and hopefully read, a brief disclaimer regarding the limitations of this data

Mariposa County Zoning Lookup

Enter Address or APN here:

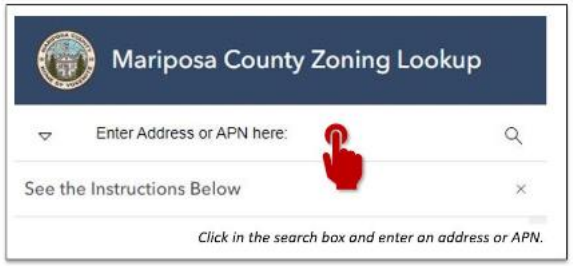
Read the Instructions Below

Use this map to answer the question:

"What is the current Zoning Classification for a property in Mariposa County and what activities and developments are allowed there?"

To answer that question, use one of the following search methods:

1. Click the search box above and type in an Address or choose **Use current location**
2. Click the search box above and type in APN. (Example: 013-116-007-000)
3. Navigate the map to a location and click within the map.



Results will include information about the zone designation, property APN and a link to the complete definition.

If you need further information about a location, please click the

Mariposa County Zoning Lookup

95306, Catheys Valley, California

Split Zone

Split Zone: MG & MH

APN: 012-160-068-000

Split Zone: When a parcel has more than 1 zone classification it gets designated as a Split Zone.

Split Zones are legal and allowable under certain conditions.

This parcel includes the following zones: MG & MH

Zoning Classification

Mountain General (MG)

APN: 012-160-068-000

Mountain General (MG) Definition: The Mountain General Zone is applied to lands characterized by terrain that is less suitable for moderate or high residential densities or intense use, or is remote from established service centers. Due to the requirement for larger parcel sizes, diverse uses with minimum potential for use conflicts are possible within this classification. No parcel of real property in the MGZ shall be divided or split into two (2) or more parcels by voluntary transfer, court action or other conveyance where any one (1) of the parcels so created will be less than forty (40) acres or a legal quarter-quarter section in gross area. Two (2) single family residences per forty (40) acres or a legal quarter-quarter section.

To find allowable uses and activities click here: Zone Information

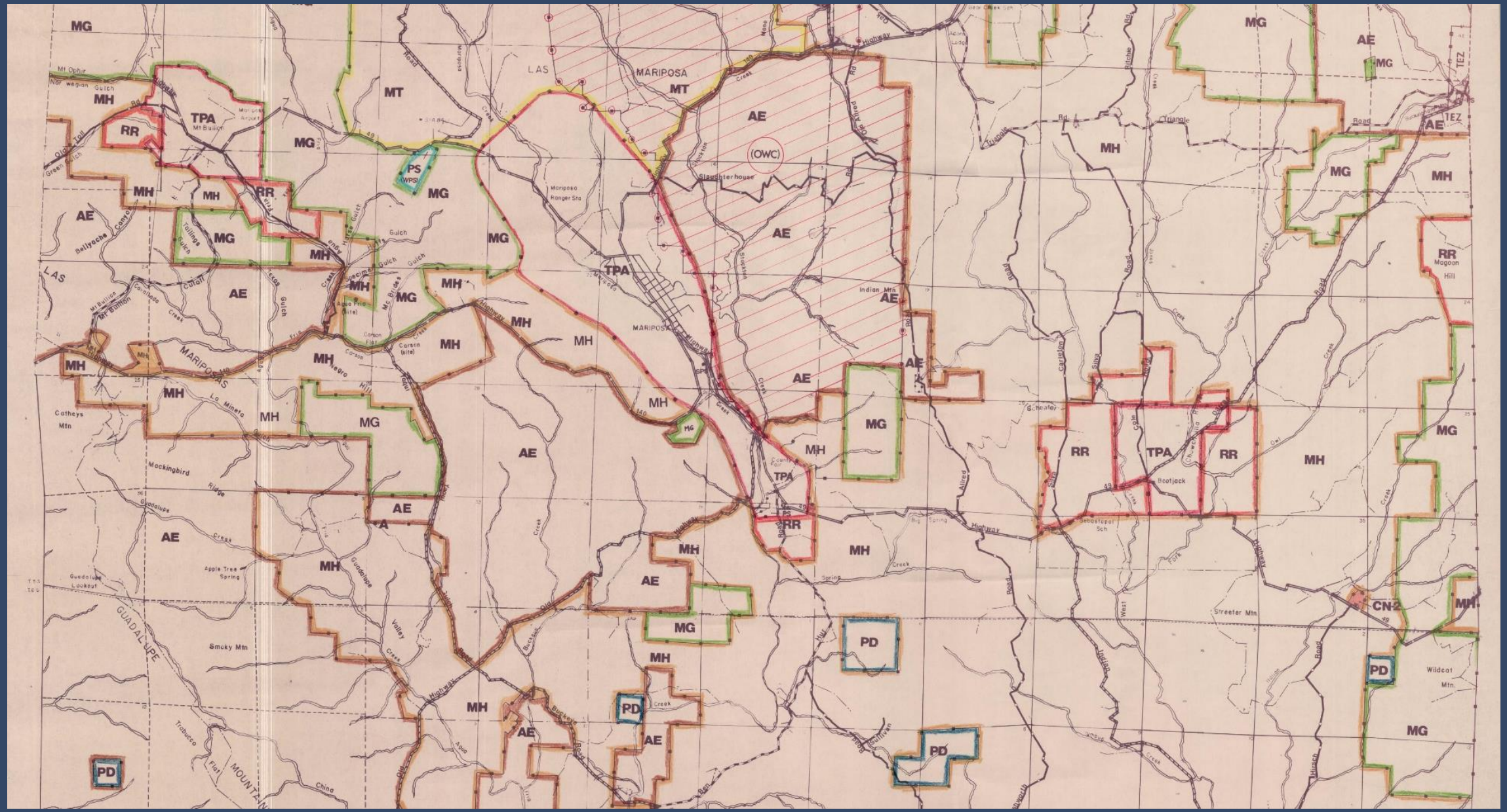
Clear search location

Split Zone

MG

Esri, NASA, NGA, USGS, FEMA | Esri Community Maps Contributors, Fresno County Dept. PWP, California State Parks, © OpenStreetMap, Microsoft, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, Bureau of Land Ma... Powered by Esri

Same map, zoomed in.



Zoning Lookup Tool

Prepared by the Mariposa County Planning Department (2024)

Disclaimer The Zoning Lookup Tool provided here is intended solely for general reference purposes. The information it supplies is not a substitute for professional legal advice or formal zoning determinations. No legal conclusions should be drawn based on the data provided by this tool. For accurate and legally binding information regarding zoning regulations and land use, please consult the Mariposa County Planning Department.

Enter

Mariposa County Zoning Lookup Tool

Board of Supervisors Meeting- September 3rd, 2024

STATE OF CALIFORNIA
COUNTY OF MARIPOSA
PLANNING COMMISSION

Resolution
No. 2024-010

Planning Commission Resolution of Recommendation to the Board of Supervisors to Authorize Staff to Publish the Geographic Information Systems (GIS) Based Online Zoning Look Up Tool for Public Use

---

WHEREAS, the Mariposa County Planning Commission is a part of the "Mariposa County Planning Agency" as outlined in Mariposa County Code §2.50; and

WHEREAS, Mariposa County Code §2.50.040 Planning Commission, establishes duties and responsibilities of the Planning Commission; and

WHEREAS, Mariposa County Code §2.5.040 B., the Planning Commission shall "Initiate the preparation of general plans, area plans, specific plans, regulations, programs and legislation necessary to implement the planning programs of the county; and

WHEREAS, a publicly noticed Planning Commission meeting was scheduled for the 16st day of August 2024 for consideration of this Resolution of recommendation to the Board of Supervisors; and

WHEREAS, the publicly noticed Planning Commission meeting was held on the 16st day of August 2024 for the consideration of this Planning Commission Resolution of recommendation to the Board of Supervisors; and

WHEREAS, at their meeting on the 16th Day of August 2024, the Planning Commission received a presentation from Planning Department staff regarding the Geographic Information Systems (GIS) based Zoning Look Up Tool for public use, including a demonstration of the Zoning Look Up Tool; and

WHEREAS, at their meeting on the 16th Day of August 2024, the Planning Commission considered the staff presentation regarding the utilization of the Zoning Look Up Tool and found it is an important implementation step of the Planning Department work program to assist in meeting the objective of serving the public by providing an efficient online option for public access to zoning information for lands regulated by Mariposa County; and

WHEREAS, at their meeting on the 16th Day of August 2024, the Planning Commission considered the utilization of the first ever publicly available Mariposa County online Zoning Look Up Tool as an important positive step towards advancement of the Planning Department work program; and

WHEREAS, at their meeting on the 16th Day of August 2024, the Planning Commission also recommended that Board of Supervisors direct staff to work with the Assessor's Office to make the Assessor Parcel Maps available online for the ease of access and use by the public.

BE IT THEREFORE RESOLVED THAT the Planning Commission does recommend that Board of Supervisors authorize staff to publish the Geographic Information Systems (GIS) based Online Zoning Look Up Tool for public use.

ON MOTION BY Commissioner Smith , seconded by Commissioner Herman, this resolution is duly passed and adopted this 16th Day of August 2024, by the following vote:

AYES: BAGGET, GRAY, HERMAN, McCAMMAN, SMITH

NOES: NONE

EXCUSED: NONE

ABSTAIN: NONE

_____

Art Baggett, Chair
Mariposa County Planning Commission

Attest:

_____

Sophea Craighead Secretary to the
Mariposa County Planning Commission

STATE OF CALIFORNIA
COUNTY OF MARIPOSA
BOARD OF SUPERVISORS

Resolution
No. 2024-

A Resolution of Recommendation to Authorize Staff to Publish the Geographic Information Systems (GIS) Based Online Zoning Look Up Tool for Public Use

WHEREAS, Mariposa County Code §2.50.040 Planning Commission, establishes duties and responsibilities of the Planning Commission; and

WHEREAS, Mariposa County Code §2.5.040 B., the Planning Commission shall "Initiate the preparation of general plans, area plans, specific plans, regulations, programs and legislation necessary to implement the planning programs of the county; and

WHEREAS, a publicly noticed Planning Commission meeting was held on the 16st day of August 2024 for the consideration of a Planning Commission Resolution of recommendation to the Board of Supervisors to authorize staff to publish the Geographic Information Systems (GIS) based Online Zoning Look Up Tool; and

WHEREAS, at their meeting on the 16th Day of August 2024, the Planning Commission received a presentation from Planning Department staff regarding the Geographic Information Systems (GIS) based Zoning Look Up Tool for public use, including a demonstration of the Zoning Look Up Tool; and

WHEREAS, at the Planning Commission meeting on the 16th Day of August 2024, the Planning Commission considered the staff presentation regarding the utilization of the Zoning Look Up Tool and found it is an important implementation step of the Planning Department work program to assist in meeting the objective of serving the public by providing an efficient online option for public access to zoning information for lands regulated by Mariposa County; and

WHEREAS, on the 16th Day of August 2024, the Planning Commission adopted Resolution No. 2024-010 to recommend that Board of Supervisors adopt a resolution to authorize staff to publish the Geographic Information Systems (GIS) based Online Zoning Look Up Tool for public use; and

WHEREAS, a publicly noticed Bord of Supervisors meeting was scheduled for the 3rd day of September 2024; and

WHEREAS, the Board of Supervisors did hold the publicly noticed meeting on the 3rd day of September 2024 and considered the Planning Commission Recommendation, Staff Presentation regarding the Geographic Information Systems (GIS) based Zoning Look Up Tool for public use, including a demonstration of the Zoning Look Up Tool; and

WHEREAS, at their meeting on the 3rd day of September 2024, the Board of Supervisors consideration also included the Planning Commission recommendation to direct staff to

work with the Assessor's Office to make the Assessor Parcel Maps available online for the ease of access and use by the public.

NOW THEREFORE BE IT RESOLVED THAT the Board of Supervisors does hereby direct Planning Department staff to work with the Assessor's Office, to assist as may be needed, the online publication of the Assessor Parcel Maps for the ease of access and use by the public.

NOW THEREFORE BE IT FINALLY RESOLVED THAT the Board of Supervisors does hereby authorize staff to publish the Geographic Information Systems (GIS) based Online Zoning Look Up Tool for public use.

ON MOTION BY Supervisor , seconded by Supervisor , this resolution is duly passed and adopted this 3rd day of September 2024 by the following vote:

AYES:

NOES:

EXCUSED:

ABSTAIN:

_____
Miles Menetrey, Chair
Mariposa County Board of Supervisors

Attest:

_____
Danielle Bondshu
Clerk of the Board

Approved as to Form:

_____
Steven W. Dahlem
County Counsel

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-384

MEETING: September 3, 2024

TO: The Board of Supervisors

FROM: Joe Lynch, County Administrative Officer

RE: Approve a Two-Year Memorandum of Understanding (MOU) with the Mariposa County Managerial Confidential Organization (MCMCO), Effective November 1, 2023; Upon Approval, Remove the Text "Proposed" from *Appendix A*, Thereby Causing *Appendix A* to be Active until Superseded; Authorize the Board of Supervisors Chair to Sign the MOU; Authorize the Auditor to Increase Appropriations to Each Affected Budget Unit to Implement the Provisions of the MOU; and Authorize the Board of Supervisors Chair to Sign the Side Letter to Transition to Biweekly Payroll

---

RECOMMENDATION AND JUSTIFICATION

Approve a Two-Year Memorandum of Understanding (MOU) with the Mariposa County Managerial Confidential Organization (MCMCO), Effective November 1, 2023; Upon Approval, Remove the Text "Proposed" from *Appendix A*, Thereby Causing *Appendix A* to be Active until Superseded; Authorize the Board of Supervisors Chair to Sign the MOU; Authorize the Auditor to Increase Appropriations to Each Affected Budget Unit to Implement the Provisions of the MOU; and Authorize the Board of Supervisors Chair to Sign the Side Letter to Transition to Biweekly Payroll.

The term of the MOU is from November 1, 2023, through October 31, 2025. Pursuant to Article 20, “Duration” of the previous MOU, the Parties have met and conferred and have agreed to enter into this MOU. Although many revisions occurred from the last MOU, the following are noteworthy and/or of financial significance. The items listed below are significant revisions, whereas minor revisions are not listed.

(Revised - Cost of Living Adjustment effective immediately 2.75% and subsequent adjustments based on the formula listed)

6.1.1 - Wage Increase

Two and three-quarter percent (2.75%) effective November 1, 2023.

Salary increase for year 2 of the MOU, which will be effective November 1, 2024, will be at least two and three-quarter percent (2.75%) and not more than four and one-quarter percent (4.25%). The actual amount of the increase that year within 2.75% and 4.25% will be determined by the lesser amount of the two following calculations:

- The 12-month change in the San Francisco Area Annual Consumer Price Index for all Urban Consumers (CPI-U) issued by the Bureau of Labor Statistics as reported in August of 2024.
- The actual percentage of growth in the County’s General Purpose Revenue between Fiscal

Years 2022-23 and 2023-24 for Year 2 salary adjustment.

(New Schedule transition to Biweekly Payroll)

6.2.1 - Schedule of Payments.

Summary: Only for the term of this agreement shall employees be paid on the last working day of each calendar month. Contingent on implementation occurring Countywide, the transition from the existing monthly payroll schedule to a biweekly payroll schedule is specified in the attached side letter.

(New - compensation for work-related canine care.)

6.3.7. Canine Pay

Effective August 1, 2024, the County and MCMCO agree that following investigation, a reasonable estimate of the time a represented employee assigned a canine spends providing general home care, feeding, exercising, and transporting to and from work of canines, but not including irregular reoccurring time such as traveling to and from and attending training programs and veterinary appointments is twenty (20) minutes per day or 10.14 hours per month. The County and MCMCO agree that the County shall pay 1.5 times the legally required minimum wage for 10.14 hours per month for these duties, prorated for each pay period. As of January 1, 2024, the minimum wage is $16.00 per hour, so effective August 1, 2024 of the MOU, employee with an assigned canine shall be paid $243.36 per month (1.5 X $16.00/hour X 10.14 hours). The hourly rate for canine care will automatically increase if/when California minimum wage increases.

(Revised - Increase in Flexible Benefit Allowance)

6.4.1.6 – Flexible Benefit Allowance.

Summary: The Flexible Benefit Allowance rates for employees, both participants and non-participants in the County's insurance benefits program will be retroactively increased as of December 1, 2023. The rates have been adjusted from $863.99 to $1,045.00 for participants, and from $684.62 to $700.00 for non-participants. Starting December 1, 2024, the participant rate will further increase to $1,225.00, while the non-participant rate will remain at $700.00.

(Revision - revised to include a designated person, and more closely match California Labor code.)

8.3.3 - Sick Leave

(Retained)

Employees shall be entitled to cumulative sick leave with pay at the rate of ten (10) hours per month. Department heads shall permit sick leave earned to be used for medical and dental office calls when it is necessary for the employee to be absent during working hours for this purpose. If an employee is absent because of illness or injury for four (4) or more successive days and/or the employee's absences are reflecting a pattern suggesting abuse of sick leave, the department head may request a doctor's verification of illness.

(Removed)

~~Sick leave may be used by an employee when an illness or injury of an immediate family member (husband, wife, or child, parent and/or grandparent) is serious enough to require the employee to be absent from duty to care for such person. Such leave for this purpose shall not exceed ten (10) working days per calendar year and requires authorization by the department head.~~

(Replaced)

Sick leave may be used by an employee for the following purposes:
a. Diagnosis, care, or treatment of an existing health condition of, or preventative care for the employee themselves or a close family member;
b. To remain in paid status during bereavement leave as described in Section 8.3.4; or
c. For any other purpose described in California Labor Code section 246.5.

For purposes of this section "close family member" means any of the following: an employee's child (regardless of age or dependency status); a parent; a parent-in-law; a spouse; a registered domestic partner; a grandparent; a grandchildren; or a sibling; or another designated person identified by the employee at or before the time the employee requests sick leave. An employee may identify only one designated person in a 12-month period.

(Revised - to clarify)

8.3.4 - Bereavement Leave

(Removed)

~~Employees will be allowed five (5) days per calendar year for bereavement leave in the event of a death of an immediate family member. Employees will accrue each calendar year three (3) days of bereavement leave. The remaining two (2) days will be drawn from the employee's existing sick leave accrual. The three (3) day bereavement leave accrual will not be carried over from one calendar year to the next. If bereavement leave beyond the five (5) days in any one calendar year is requested and approved, the additional bereavement leave time will be drawn from the employee's vacation leave or compensatory time.~~

(Replaced)

In the event of a death of an immediate family member (spouse, child, parent, sibling, grandparent, grandchild, registered domestic partner, or parent-in-law), employees will be allowed up to five (5) days of bereavement leave following the death. Bereavement leave need not be taken on consecutive days, but must be taken within three months after the death, after which any unused leave is forfeited. The first three (3) days of bereavement leave taken in a given calendar year will be provided as paid leave. For further leave, employees may draw from their existing and available leave accruals to remain in paid status. The three (3) day paid bereavement leave accrual does not carry over from one calendar year to the next.

Employees may request additional bereavement leave beyond the five (5) days for a given death. Additional leave is not guaranteed but subject to department head approval. If approved, the additional bereavement leave time will be drawn from the employee's vacation leave or compensatory time.

(Relocated - Leave to seek office text to Leave without pay section 8.3.13)

8.3.7 Leave to Seek Office

~~An employee covered by this Memorandum of Understanding, who in a manner prescribed by law declares himself/herself as a candidate for elective office, shall be entitled to a leave of absence without pay for a period not to exceed three (3) months immediately prior to the day of election for which the employee is on the ballot. Prior to exercising said leave the employee must notify his/her department head in writing of intent to exercise leave and the dates for said leave. The department head shall immediately notify the Human Resources Office of the employee's intent to exercise said leave.~~

(Revised - to be more realistic.)

8.3.8 - Military Leave

This request shall be submitted ~~not less than fifteen (15) days~~ as soon as possible prior to the effective leave date unless an emergency arises preventing this.

(Clarified - Jury Duty responsibilities)

8.3.11 - Jury Duty

An employee who is excused from having to serve as a juror will contact his/her supervisor and shall return to work for the balance of the shift if there are at least two hours or more left in the work shift, excluding commute to the work site.

(Revised - Updated "leave to seek office" text from 8.3.7)

8.3.13 - Leave Without Pay

An employee covered by this Memorandum of Understanding, who in a manner prescribed by law declares himself/herself as a candidate for elective office, shall be entitled to a leave of absence without pay while actively campaigning for elective office for a period not to exceed twelve (12) months...

(Revised - Added Juneteenth as a County Paid holiday and Removed section explanation section.)

Section 9.1 - Legal Holidays

(Added) - June 19th, known as “Juneteenth” (Added holiday)

(Removed) - Every day appointed by the President or Governor for public fast, thanksgiving, or holiday provided each such day is specified as a paid holiday by the President or Governor for public employees. The Thursday in November, appointed as Thanksgiving Day, shall be a legal holiday in Mariposa County.

(Revised - Added a second Personal Holiday)

9.2.1 - Personal Holiday

All County employees are entitled two personal holidays effective on ratification; all new employees of the County are entitled two personal holiday after their one-year (1-year) anniversary in the calendar year of their first anniversary date. In the event an employee’s probationary period is extended as specified in Section 7.1.2, Extension of Probationary Period, a new employee is entitled two personal holidays after their eighteen (18) month anniversary.

(Revised - Specified General Services Administration (GSA) standards will be used for travel-related expenses in 2025)

Article 10 – Travel Policy

Effective January 1, 2025, sections 10.1.1 through 10.3 will sunset and be discontinued as all travel allowances will be set and determined by the United States General Services Administration (GSA) per diem rates at the following website: eCFR :: 41 CFR Part 301-11 Subpart A -- General Rules (FMR Part 301-11 Subpart A). Employees can also reference the GSA’s frequently asked questions, per diem page for answers to common questions. (The prior subsections explaining travel related items will remain in the MOU for reference up to the GSA implementation in 2025.

(Revised - Updated the period the MOU is in effect.)

Article 20 – Duration

This Memorandum of Understanding shall become effective on (insert date Board of Supervisors approves new MOU), and shall continue in full force and effect through October 31, 2025. The parties agree to serve written notice upon the other to begin successor MOU negotiations on or by June 30, 2025 with actual bargaining beginning on or about July 31, 2025.

BACKGROUND AND HISTORY OF BOARD ACTIONS

During negotiations, the Board of Supervisors received information and provided direction to its representative.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

If not approved, it will be necessary to reopen negotiations and this could result in a charge of unfair labor practices.

FINANCIAL IMPACT

Funding will be appropriated into each affected budget unit.

ATTACHMENTS

1. **SIDE LETTER AGREEMENT for MCMCO 8-23-2024**
2. **MCMCO MOU 2023-2025_08272024**

VOTE RESULT

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

SIDE LETTER AGREEMENT

BETWEEN MARIPOSA COUNTY (County) AND

MARIPOSA COUNTY MANAGERIAL AND CONFIDENTIAL ORGANIZATION,

AFSCME LOCAL 2703 (MCMCO) Mariposa County and Mariposa County Managerial and Confidential Organization (MCMCO) agree to the following:

Contingent on implementation occurring Countywide, transition from monthly payroll schedule to a biweekly schedule and revise provisions in MOU referring to monthly payout to be biweekly. Estimated time for transition is end of 2025/beginning of 2026; at such time, update and Amend Article 6, Section 6.2.1 to read as follows:

6.2.1 – Schedule of Payments

Effective as of the first full month starting January 2026, employees will transition from a monthly to a biweekly payroll schedule.

Each biweekly pay period will begin on Sunday and conclude on Saturday 14 days thereafter. The regularly scheduled payday shall be on the first Friday following the end of the pay period. Where a regular payday falls on a holiday, the payment will be disbursed on the preceding workday.

Overtime compensation, when applicable, will be paid on the regular payday for the pay period in which the employee's defined workweek or work period ended.

For employees whose compensation is defined on an annual (rather than hourly) basis, biweekly salary shall be calculated by dividing annual salary by twenty-six (26) biweekly pay periods. Employees whose compensation is defined on an hourly basis shall be paid for hours worked in a biweekly pay period.

All payroll reductions will be evenly distributed across 26 biweekly pay periods in a year.

_____
Miles Menetrey, Chair,
Mariposa County Board of Supervisors

Date: _____

_____
Rebecca Maietto, President
Mariposa County Managerial and Confidential Organization AFSCME Local 2703

Date:_____

Approved As To Form:

_____
Steven W. Dahlem, County Counsel

Date:_____

MARIPOSA COUNTY

LOCAL 2703

AFSCME LOCAL 2703
AFL/CIO

Mariposa County Managerial
and Confidential Organization (MCMCO)

MEMORANDUM OF UNDERSTANDING

November 1, 2023 - October 31, 2025

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PREAMBLE

The parties to this Memorandum of Understanding are the Mariposa County Board of Supervisors ("County") and the Mariposa County Managerial/Confidential Organization, a chapter of AFSCME, Local 2703 ("Union").

ARTICLE 1 - RECOGNITION

The County recognizes the Union as the Recognized Employee Organization, as defined in the County Employer/Employee Relations Ordinance, for all regular, full-time employees occupying classes listed in the attached Appendix "A," but excluding confidential employees, as that term is defined below.

ARTICLE 2 - DEFINITIONS

Section 2.1 - Recognized Employee Organization

"Recognized Employee Organization" means a registered employee organization which has the exclusive right to represent the employees in a representation unit pursuant to a vote of the employees in that unit.

Section 2.2 - Employee

"Employee" means any person employed by the County, excepting those persons elected by popular vote, appointed to fill the unexpired term of an elected office, or appointed to office by the governor of the State of California.

Section 2.3 - Management Employee

"Management Employee" means an employee having significant responsibilities in formulating and/or administering County policy. This shall include those that act on behalf of a department head in his/her absence. Management employees are designated by the Board of Supervisors without a meet and confer or meet and consult process.

Section 2.4 - Confidential Employee

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

Section 2.5 - Regular Full-Time Employees

"Regular Full-Time Employees" means all permanent and probationary salaried employees, excluding extra help employees. The term "Regular Full-Time Employees" is deemed to include part-time employees within bargaining unit classifications who receive employee benefits.

Section 2.6 - Extra Help Employee

"Extra Help Employee" means any employee who is not a regular full-time employee and is paid on an hourly basis.

Section 2.7 - Anniversary Date

"Anniversary Date" means an employee's original date of hire into a permanent classification covered by this Memorandum of Understanding. For all purposes except the extension of a probationary period, step raises, and evaluations subsequent to a demotion or promotion, an employee's anniversary date shall not be changed unless seniority stops accruing or is broken, as is specified in Article 12, Seniority and Layoff or Section 12.7, Seniority Accrual. An employee's anniversary date in a classification may be changed when a probationary period is extended and upon promotion or demotion, for purposes of evaluation and granting of step increases only, as specified in Article 6, Compensation, Section 6.2.3, Promotion, and Section 6.2.4, Demotion.

Section 2.8 - Y-Rate

If the salary of the employee is greater than the maximum of the new range, the salary of the employee shall be designated as a "Y" rate and shall not change during continuous regular service until the maximum of the new range exceeds the salary of the employee.

ARTICLE 3 - NON-DISCRIMINATION

Neither the County nor the Union shall discriminate against an employee covered by this Memorandum of Understanding in violation of a relevant federal, state or local statute.

ARTICLE 4 - MANAGEMENT RIGHTS

4.1

The Union agrees that the County has complete authority for the policies and administration of all County departments which it shall exercise under the provisions of law and in fulfilling its responsibilities under this Memorandum of Understanding.

4.2

Any matter involving the management of governmental operations vested by law in the County and

not covered by this Memorandum of Understanding is in the province of the County.

4.3

The Mariposa County Board of Supervisors, hereinafter referred to as "Board", on its own behalf and on behalf of the County, hereby retains and reserves unto itself all rights, power, authority, duty and responsibility confirmed on and vested in it by the laws and Constitution of the State of California.

4.4

The exercise of any such right, power, authority, duty, or responsibility by the Board and the adoption of such rules, regulations, and policies as it may deem necessary and as they apply to employees represented by the Union shall be limited only by the specific and express terms of this Memorandum of Understanding.

4.5

The management of the County government and the direction of the work force of the County are vested exclusively in the County subject to the terms of this Memorandum of Understanding. The existing rights of the County include but are not limited to the following:

4.5.1 - Direct the work of its employees;

4.5.2 - Hire, promote, demote, transfer, assign, and retain employees in positions within the County, subject to this Memorandum of Understanding;

4.5.3 - Discipline employees in accordance with this Memorandum of Understanding;

4.5.4 - Maintain the efficiency of governmental operation;

4.5.5 - Relieve employees from duties because of lack of work subject to this Memorandum of Understanding;

4.5.6 - Take actions as may be necessary to carry out the County services in emergencies; and

4.5.7 - Determine the methods, means and personnel by which operations are to be carried out.

4.5.8 – The County reserves the right to consider and implement employee furloughs at any point during the term of this Memorandum of Understanding. In the event furloughs are implemented, the County will meet and confer regarding the effects of such furloughs on terms and conditions of employment of the bargaining unit.

ARTICLE 5 - UNION RIGHTS

Section 5.1 - Stewards and Release Time

5.1.1 - Notification of Stewards.
The Union shall notify the County of the names of its stewards within 10 days of their selection. Alternate stewards may be designated to serve in the absence of the steward. Stewards shall contact County department heads when carrying out their duties.

5.1.2 - Release Time.
The Union's designated steward will be granted reasonable release time to conduct and participate in representational activities for the Union as described below.

5.1.3 - Labor Negotiations.
The County will provide release time for the Union's designated negotiating committee. Reasonable release time is defined as two hours immediately preceding scheduled negotiations to prepare for negotiations with the County. Release time will be granted for no more than three (3) representatives, including alternatives. The provisions of the section will be subject to more specific and/or different release time provisions in the parties' agreed to written ground rules for successor contract negotiations, in which case the ground rules on release time will govern for those negotiations only.

5.1.3.1 – Compensated Time Off: Union negotiating committee team members who attend negotiations during their off duty time will be permitted to use their available paid leave to attend scheduled negotiations.

5.1.3.2 - Resource Members: Bargaining unit members not part of the Union negotiating committee who are asked to attend a particular negotiation session as a resource member will be allowed to attend the session on their own time, using available paid leave.

5.1.4 – Grievance Processing.
The employee grievant and one Union steward will be granted release time for the purpose of attending all formal steps of the MOU grievance procedure.

The Union agrees that preparation of the grievance and conferencing on the subject of the grievance by the respective employee and the union representative shall be done at times other than during working hours, unless expressly authorized by the County Administrative Officer.

5.1.5 – Investigatory Interviews.
One Union steward will be allowed release time to attend investigative interviews of unit members under investigation for misconduct and/or performance deficiencies. Release time for this situation will be provided only where representation by a Union employee or

other outside Union representative is not available to the unit member under investigation, or where the unit member requests representation by the steward in lieu of the Union employee or other outside Union representative.

Section 5.2 - Bulletin Boards, Use of Facilities

5.2.1 - Bulletin Boards.
The Union shall be provided reasonable use of existing bulletin board space in each building or department at a location agreed upon by the Union and the department, under the following conditions:

1) Material shall be posted on space as designated;

2) Posted material shall bear the identity of the organization;

3) Posted material shall not be misleading, contain any deliberate misstatements or violate any federal, state or county laws;

4) Material shall be neatly displayed and shall be removed when no longer timely.

5.2.2 - Visitation and Distribution.
The Union may have an authorized representative contact members of the Union in County facilities and leave literature and material for distribution, provided he/she has first made arrangements with the department head, or his/her representative, to provide for a time which does not disrupt County business.

5.2.3 – Facilities.
County facilities shall be made available to the Union for meeting purposes only provided that appropriate advance arrangements are made. A charge at the prevailing County rates may be made to offset the cost of such use.

5.2.4 - Names and Addresses of Covered Workers.
The County shall supply the Union with names, addresses and classifications of all workers within the unit represented by the Union. Such lists shall be supplied upon request of the Union at a reasonable charge.

5.2.5 - Notification of Union Coverage.
The County shall present new employees who are covered by this Memorandum of Understanding with a copy of this Memorandum of Understanding at the time of hire.

5.2.6 - Printing of Memorandum of Understanding.
The parties agree to share equally the cost of printing bound copies of this Memorandum of Understanding.

Section 5.3 - Union Security

The County will deduct from the salary or wages of Union members the monthly Union membership dues, initiation fees, general assessments, and payments for membership benefit programs sponsored by the Union, as certified in writing to the County, and pay such amounts to the Union.

5.3.1 – The County shall implement new, changed, or discontinued deductions as soon as possible following a request by the Union, but in no event more than fifteen (15) days after the Union's request.

5.3.2 – The Union shall indemnify and hold the County harmless from any and all claims or actions from employees for deductions made in reliance on the Union's certification or information provided to the County regarding cancellations or changes to employee deductions.

Section 5.4 – New Employee Orientation

5.4.1 -Notification

This shall apply to all new employees who are appointed to a classification within the MCMCO bargaining unit. The Parties acknowledge that the County provides a new employee orientation meeting ("orientation") to all new employees hired by the County but does not distinguish between bargaining units in conducting the orientation. An outline of the orientation meeting will be provided by the County in advance of the meeting.

The Union will be provided not less than ten (10) calendar days' advance notice of the time, date and location of the orientation, including the number of bargaining unit employees in attendance. The notice requirement shall apply to both County-wide and department level new hire orientations. An exception to the ten (10) calendar days' advance notice requirement is if there is an urgent need for meeting in less than ten (10) calendar days' that is critical to the County's operations and is not reasonably foreseeable.

5.4.2 – Union and Employee Participation

The Union will be given fifteen (15) minutes at the end but also part of the new employee orientation meeting to present Union membership information to employees in the Union's bargaining unit. No more than two (2) representatives of the Union may present the information to the employees. This could include a Chapter board member, officer, or steward and a Union representative designated by the Union.

The purpose of the meeting will be to discuss the rights and obligations created by the governing

MOU, the role of representation, and to answer any questions. Management representatives shall excuse themselves and not be present during the Union portion of the orientation.

An employee's attendance at the new employee orientation including the portion of the orientation conducted by the Union is mandatory. An employee who is unable to attend the new employee orientation in person may request to attend and be approved to participate in another new employee orientation offered by the County that is close in time to the original orientation. Attendance includes the Union portion of the orientation.

Union representatives who are County employees and are conducting the orientation during their regular work hours will be granted release time to attend and travel to and from the orientation, provided the Union provides County HR with the employee's name at least five (5) calendar days prior to the orientation. Employees shall be released for this purpose unless unusual operational needs interfere with the release, in which case the employee and the Union will be provided with a written explanation of why the employee could not be released.

5.4.3 – Information Provided

The County will provide the Union with a digital file via email to the email address designated by the Union containing the following information to the extent the County has the information on file:

- Name
- Job title
- Department
- Work location
- Work, home, and personal cellular telephone numbers
- Personal email addresses on file with the County (new hires only)
- Home address

The Union acknowledges and understands that the County is working diligently and in good faith to update its contact information database functionality to incorporate all the fields of contact information listed above. As a result, the County may not initially be able to provide all of the information in the fields listed above in the initial digital files provided but intends to do so in subsequent digital files provided to the Union and will notify the Union on the status of this database update.

Such information will be provided as follows:

- For new hires, at the end of each month.
- Regularly, for all bargaining unit employees on each calendar year quarter.

Notwithstanding the foregoing, limited to the express purpose of the requirements of Government Code Section 3558 only, an employee may opt out via written request to the County (copy to the Union) to direct the County to withhold disclosure of the employee's:

- Home telephone number
- Personal email address

Either party may grieve a violation of this article to the extent permitted by the terms of the MOU Grievance Policy.

ARTICLE 6 - COMPENSATION

Section 6.1 - Salaries

An employee shall be paid a salary within the monthly range, or rate or equivalent hourly rate, established for the class of position to which the employee has been appointed as provided in the Salary Resolution. The wage scale and job classifications as set forth in Appendix "A" attached hereto shall apply to all employees covered by this Memorandum of Understanding and shall be made a part thereof.

6.1.1 - Wage Increase.
Wages for employees covered by this MOU shall be increased across the board as follows:

Two and three-quarter percent (2.75%) effective November 1, 2023.

Salary increase for year 2 of the MOU, which will be effective November 1, 2024, will be at least two and three-quarter percent (2.75%) and not more than four and one-quarter percent (4.25%). The actual amount of the increase that year within 2.75% and 4.25% will be determined by the lesser amount of the two following calculations:

The 12-month change in the San Francisco Area Annual Consumer Price Index for all Urban Consumers (CPI-U) issued by the Bureau of Labor Statistics as reported in August of 2024.

The actual percentage of growth in the County's General Purpose Revenue between Fiscal Years 2022-23 and 2023-24 for Year 2 salary adjustment.

Section 6.2 - Pay Practices

6.2.1 - Schedule of Payments.
Only for the term of this agreement, employees shall be paid on the last working day of each calendar month. Contingent on implementation occurring Countywide, transition from existing monthly payroll schedule to a biweekly payroll schedule.

6.2.2 - Merit Advancement Within Range.
An employee may be advanced after one year's service in a specific classification, and each

year thereafter he/she serves in that specific classification, to the next higher step of the salary range approved for the class of position the employee fills if the employee has earned such advancement according to Section 7.3, Evaluations. An employee who has served an extended probationary period may be advanced to the next higher step of the salary range on the effective date the employee has successfully completed the extended probation period and each year thereafter he/she serves in that specific classification.

6.2.3 – Promotion.

When an employee is promoted, i.e., reassigned to a position in a new class with a higher maximum salary than the previous class, the employee's salary shall be adjusted to the existing step of the new range which shall be at least five percent (5%) higher than the employee's existing salary or the top step of the new range if 5% increase cannot be achieved. An employee who is promoted shall have a new anniversary date as of the date of such promotion, for purposes of evaluation and step raise only.

6.2.4 – Demotion.

When an employee is demoted to a position in a class with a lower maximum salary range than the previous class, the employee's salary shall be adjusted to the highest possible salary on the lower range for which the employee is eligible in terms of years of service, but which in no case exceeds or is equal to his/her existing salary. An employee who is demoted shall have a new anniversary date as of the date of such demotion, for purposes of evaluation and step raise only.

6.2.5 – Transfer.

An employee transferred to a position in a class with the same range number shall receive the same salary the employee would be otherwise entitled to on the date the transfer is effective.

6.2.6 - Position and Reclassification.

The salary of the incumbent of a position which is reclassified shall be determined as follows:

6.2.6.1 - If the position is reclassified to a class with the same salary range, the salary of the employee shall not change.

6.2.6.2 - If the position is reclassified to a class with a higher salary range, the affected employee shall be adjusted to the existing step of the new range which shall be at least five percent (5%) higher than the employee's existing salary.

6.2.6.3 - If the position is reclassified to a class with a lower salary, the salary of the employee shall not change. In cases where the salary of the employee is greater than the maximum of the new range, said employee shall be Y-rated at their current salary.

6.2.7 - Pay upon Termination.

An employee who terminates his/her employment or is terminated with the County shall receive a check with all his/her outstanding pay within forty-eight (48) hours of his/her

termination date, unless arrangements are made with the Auditor's Office for direct deposit.

6.2.8 - Compaction.
It is in the County's interest to minimize salary range compaction. In this regard, the County's objective is to maintain a 10% spread between unit member salary steps and the highest supervised employee salary step. It is understood and agreed that this objective is not to be construed as imposing a mandate on the County to take any particular action or effectuate any particular changes in this regard.

Section 6.3 - Differentials/Allowances

6.3.1 - On-Call Compensation.
On-call compensation is defined as the requirement to remain immediately available to report for duty to perform an essential service when assigned by the appointing authority, subject to the approval of the administrative officer. On-call duty is in addition to and distinct from the normal workweek. This section is not applicable to those situations where workers are recalled to work when not previously placed on on-call status.

Employees assigned to on-call duty shall receive one dollar and fifty cents ($1.50) per hour for each hour of on-call duty.

Any employee who is found to be unavailable for or who fails to respond to a call for the performance of work during an on-call period shall receive no on-call compensation for the entire on-call period. However, if the employee remains available and is able to respond but cannot be contacted due to circumstances beyond his/her control, this paragraph will not apply.

During the term of the 2013/2014 MOU, the Parties reopened the agreement to allow the Parties to discuss the nature, scope, and applicability of the on-call language in this section, particularly with respect to classifications in the bargaining unit that may be directly impacted by on-call duties and responsibilities. The Parties agreed that the Fleet Superintendent classification and the Senior Information System Specialist classification are the two classifications that are subject to the provisions of this section. During the term of the 2017-2019 MOU, the Parties identified and agreed that the Social Worker Supervisor II classification shall also be subject to the provisions of this section. There are no other classifications to which on-call compensation is applicable.

6.3.2 - Shift Differential.
Employees shall receive shift differential as follows:

6.3.2.1 - Fifteen cents ($.15) per hour for all hours worked between 12:30 PM and 9:00 PM, when the work shift begins on or after 12:30 PM.

6.3.2.2 - Thirty cents ($.30) per hour for all hours worked between 9:00 PM and 8:00 AM, provided, however, that if half or more of an employee's scheduled work shift

falls between these hours, he/she shall receive the entire amount for the entire scheduled shift.

6.3.3 - Split Shift Differential.
The County agrees to provide an allowance for split shift differential of $10 per day. A split shift is defined as a break of more than 1 hour which is non-paid, non-work and a non-rest break between the beginning and end of a work shift.

6.3.4 - Call-back Pay.
Any time an employee is called back to work, either after his/her normal work shift, or his/her scheduled day off, he/she shall receive a minimum of three (3) hours of pay at one and one half times the normal hourly rate.

6.3.5 - Educational Incentive Program.
Employees shall be eligible for tuition reimbursement up to a maximum of $200 per semester provided they have received prior approval by their Department Head and successfully completed the requirements of the approved class. Employees shall be eligible for reimbursement provided the classes meet the objectives defined in Section 8.3.6.

6.3.5.1 Stipends. The following incentives have been established by Resolution No. 01-251 of the Board of Supervisors:

- $700 monthly stipend for employees with a Masters in Social Work (MSW) or a Master of Art (MA).
- $800 monthly stipend for employees who are Licensed Clinical Social Workers (LCSW), Licensed Marriage and Family Therapist (MFT), or employees with a Ph.D. (Doctorate) in clinical psychology.

6.3.6 - Foul Weather and Safety Gear.
Employees who are required to work outdoors in inclement weather or required to use safety gear, may be provided foul weather gear to include raincoats and pants with reflective striping as well as rubber boots as applicable and approved by the department head.

6.3.7. Canine Pay
Effective August 1, 2024, the County and MCMCO agree that following investigation, a reasonable estimate of the time a represented employee assigned a canine spends providing general home care, feeding, exercising, and transporting to and from work of canines, but not including irregular reoccurring time such as traveling to and from and attending training programs and veterinary appointments is twenty (20) minutes per day or 10.14 hours per month. The County and MCMCO agree that the County shall pay 1.5 times the legally required minimum wage for 10.14 hours per month for these duties, prorated for each pay period. As of January 1, 2024, the minimum wage is $16.00 per hour, so effective August 1, 2024 of the MOU, employee with an assigned canine shall be paid $243.36 per month (1.5 X $16.00/hour X 10.14 hours). The hourly rate for canine care will automatically increase if/when California minimum wage increases.

Section 6.4 - Benefits

6.4.1 – Insurance.

6.4.1.1 – Medical Insurance. The County agrees to contract with the California Public Employees Retirement System (CalPERS) Health Benefits Program for the purpose of providing employees and their dependents with access to medical insurance benefits. Employees must comply with all applicable rules and regulations of the CalPERS Health Benefits Program and the Public Employees Medical and Hospital Care Act (PEMHCA).

6.4.1.2 – County's Contribution for Medical Insurance Benefits. The County's contribution for medical insurance benefits governed by Government Code Section 22892 shall be Five Hundred Dollars ($500) per employee or annuitant per month.

6.4.1.3 – Dental and Vision Insurance. The County's contribution for dental and vision insurance will be One Hundred Percent (100%) of the employee only premium amount. The County will cover 100% of premium increases for dental and vision, said increases not to exceed a combined amount of Fifteen Dollars ($15.00) per employee per month for the term of the MOU.

6.4.1.4 – Life Insurance. The County will pay Thirty Thousand Dollars ($30,000.00) coverage for employee and One Thousand Dollars ($1,000.00) dependent coverage.

6.4.1.5 – State Disability Insurance (SDI). The County will pay One Hundred Percent (100%) of SDI.

6.4.1.6 – Flexible Benefit Allowance. Separate and apart from the County's contribution for medical coverage provided under section 6.4.1.2, the County shall make available to each employee a monthly cash option amount. This amount may be applied toward the employee's cost of any and all qualified non-taxable benefits under the County's IRS Section 125 Plan or taken by the employee as cash. Use of this flexible benefit allowance must be elected by each participating employee in the manner required by the County's Section 125 Plan.

	Effective 12/1/2023	Effective 12/1/2024
Medical Non-Participant	$700.00	$700.00
Participant	$1,045.00	$1,225.00

6.4.2 - Maintenance of Benefits.
The County reserves the right to terminate or change any and all benefit programs as stated in Section 6.4.1, Insurance, provided that it replaces such plans with equivalent benefits. The County shall meet and confer with the Union prior to any changes.

6.4.3 - Benefits Available During Leaves.
During any leave under Section 8.3, Leaves, with the exception of the Federal Family and Medical Leave Act and/or the California Family Rights Act, an employee may carry through certain benefits while not on County payroll, as follows:

6.4.3.1 - Life, Dental, and Vision. May be carried for 90 days while on leave. Employee must pay the total premium, including the County's portion. The County Auditor must be notified and checks must be made payable to the County.

6.4.3.2 - Health. May be carried while on leave. With the exception of Family Medical Leave as set forth in County policy, the employee must pay total premium including the County's portion. A form must be signed by the County Auditor's Office and checks must be mailed to the carrier.

6.4.3.3 - State Disability Insurance. Any employee who suffers a disability should obtain disability insurance information from the Auditor's Office.

6.4.4 – Retirement.
The County shall provide to covered employees retirement benefits under CalPERS known as the 2.7%@55 plan and the one (1) year final compensation benefit, including the value of the Employer Paid Member Contribution (EPMC). Effective November 1, 2011, new employees shall be provided retirement benefits under the 2%@55 retirement option based on the three (3) year final compensation amendment and including the value of the EPMC.

a. Employees hired before November 1, 2011
   For employees hired before November 1, 2011, the County's retirement plan shall consist of the following provisions:
   i. Defined benefit formula of 2.7% at 55 with a five (5) year vesting period.
   ii. Final compensation based on the single highest year.
   iii. The reporting and paying of EPMC.

b. Employees hired on or after November 1, 2011 through December 31, 2012 and "Classic Members" hired on or after January 1, 2013
   This subsection shall apply to employees hired on or after November 1, 2011, and "classic members" hired on or after January 1, 2013. CalPERS determines who is a "classic member" within the meaning of the California Public Employees' Pension Reform Act (PEPRA). The County's retirement plan shall consist of the following provisions:
   i. Defined benefit formula of 2% at 55 with a five (5) year vesting period.

ii. Final compensation based on three (3) consecutive years.
iii. The reporting and paying of EPMC.

The County currently covers the full CalPERS Employer Paid Member Contribution (EPMC) for all employees in this unit. For employees in subsection (a), this is 8% of payroll and for employees in subsection (b) it is 7% of payroll. With the execution of this MOU, the parties have agreed to modify the County's obligation toward the EPMC as follows: Effective as soon as administratively possible in 2015, and as provided under the governing CalPERS regulations, all employees will contribute 3% toward the member contribution, thereby reducing the County's EPMC to 5% for members in subsection (a) and 4% for members in subsection (b); effective November 1, 2015, all employees will contribute an additional 3% toward the member contribution, thereby reducing the County's EPMC to 2% for members in subsection (a) and 1% for members in subsection (b); effective November 1, 2016, employees in subsection (a) will contribute an additional 2% toward the member contribution and employees in subsection (b) an additional 1% toward the member contribution, thereby fully eliminating the County's EPMC by the end of the term of this MOU. All "new members", as defined by CalPERS statutes and regulations, will remain subject to the contribution requirements established by the PEPRA.

c. New members

For all employees who CalPERS determines are "new members" within the meaning of the PEPRA, the County's retirement plan shall consist of the following provisions:

i. Defined benefit formula of 2%@62 with a five (5) year vesting period.
ii. Final compensation based on three (3) consecutive years.

Effective upon their date of hire, new members will pay 50% of the total normal cost of the member contribution, as determined by CalPERS.

6.4.4.1 - Two-tier retirement health benefit vesting requirement, with new-hires effective February 1, 2007, vesting is as follows, as specified by CalPERS: At (age 50 and) 10 years, 50% of the county contribution; at 15 years, 75%; at 20 years, 100%. Per CalPERS' specifications, the County's contribution must be the same as the State's contribution at the time an employee retires. Employees hired before the date the required resolution is adopted, who retire at or after age 50 with five years' service will continue to get the County contribution toward employee plus one, as provided in current County policy.

6.4.5 - Longevity Pay

6.4.5.1 For all regular County employees covered by this Memorandum of Understanding hired prior to July 1, 1996, longevity shall be granted as follows:

6.4.5.1.1 - For ten (10) years of continuous service, a three percent (3%) pay increase to be effective on the tenth anniversary date of the employee.

6.4.5.1.2 - For fifteen (15) years of continuous service, a three percent (3%) pay increase to be effective on the fifteenth anniversary date for the employee.

6.4.5.1.3 - Employees with a minimum of twenty (20) years of continuous service with the County as of July 1, 1986, shall receive, commencing July 1, 1986, a three percent (3%) pay increase. Employees who do not have a minimum of twenty (20) years of continuous service with the County as of July 1, 1986, shall receive a three percent (3%) pay increase to be effective on the twentieth anniversary date of the employee.

6.4.5.2 Effective January 1, 2020, for all regular employees hired on or after July 1, 1996, longevity shall be granted as follows:

6.4.5.2.1 For ten (10) years of continuous service, an additional annual Six Hundred Dollars ($600.00) will be paid to the employee.

6.4.5.2.2 For fifteen (15) years of continuous service, an additional annual Eight Hundred and Fifty Dollars ($850.00) will be paid to the employee.

6.4.5.2.3 For twenty (20) years of continuous services, an additional annual One Thousand One Hundred Dollars ($1,100.00) will be paid to the employee.

6.4.5.2.4 For twenty-five (25) years of continuous services, an additional One Thousand Five Hundred Dollars ($1,500.00) will be paid to the employee.

6.4.5.2.5 Effective January 1, 2020, the County shall pay longevity to employees on a monthly basis to be implemented on the anniversary date of employment after ratification of the MOU.

Longevity pay shall be granted despite any pending step increases or range changes.

Section 6.5 - Workers' Compensation/State Disability

6.5.1 - Eligibility.

Every employee shall be entitled to industrial injury leave when he/she is unable to perform services because of any injury as defined in the Workers' Compensation Act, or non-industrial injury leave when he/she is unable to perform services because of an injury sustained off the job. In the case of a non-industrial injury, leave is discretionary with the employee's department head.

6.5.2 - Compensation.

An employee who is disabled as a result of an injury shall be placed on leave, using as much

of his/her accumulated compensatory time off, his/her accrued sick leave, and his/her vacation time as when added to any disability indemnity payable under the Workers' Compensation Act or the State Disability Insurance Program will result in a payment to him/her of not more than his/her full salary.

6.5.3 - Usage.
Leave time so utilized shall be prorated in relation to the difference between the disability indemnity pay and the employee's full salary and shall be charged to the employee from the employee's available sick leave, vacation, or comp time, at the employee's option.

ARTICLE 7 - STATUS OF EMPLOYEES

Section 7.1 - Status of New Employees

7.1.1 - A new employee shall be on probation during the first twelve (12) months of employment with the County. At any time during the probationary period, the department head may relieve the individual from employment with the County. If at the end of the probationary period, the department head believes the employee is doing the work satisfactorily, the department head shall so inform and evaluate the employee. The employee shall then have permanent status.

7.1.2 - Extension of Probationary Period. If mutually agreed to by the employee and the department head, an extension of the probationary period for an additional period of six (6) months may be authorized where it is necessary to further assess an employee's performance and where such action is determined to be in the best interest of the County. If at the end of the extended probationary period the employee is performing his or her work satisfactorily, the department head shall so inform and evaluate the employee. An employee who has an extended probationary period shall have a new anniversary date as of the date of such extension. For purposes of merit increases, the employee's anniversary date shall be changed to the date the employee successfully passes probation.

Section 7.2 - Status of Permanent Employees

7.2.1 - Status of Permanent Employees who are Promoted or Transferred. An employee having permanent status who is promoted or transferred shall be on probation for six (6) months in the new position to which he/she has been promoted. During this probationary period, the employee shall be regarded as having permanent status in the former position. Department heads and/or supervisors shall monitor the progress of the employee and offer suggestions for improvement if needed. If an employee fails to accomplish his/her work satisfactorily, the department head or supervisor may, at any time during the probationary period, relieve the individual from his/her duties in the new position.

Thirty (30) days before the end of the probationary period, the employee shall receive a

performance evaluation. If the evaluation is satisfactory, the employee shall receive permanent status. If the evaluation is unsatisfactory, the employee shall be relieved of his/her duties. Any employee rejected during the probationary period following a promotional or transfer opportunity, shall have the right to return to the former position which the employee held. Should the employee choose not to return to the former position, the provision of Article 12, Layoff Procedures, shall apply.

7.2.2 – Extension of Probationary Period. If mutually agreed to by the employee and the department head, an extension of the probationary period for an additional period of six (6) months may be authorized where it is necessary to further assess an employee's performance and where such action is determined to be in the best interest of the County. If, at the end of the extended probationary period, the employee is performing his or her duties satisfactorily, the department head shall so inform and evaluate the employee.

Thirty (30) days before the end of the extended probationary period, the employee shall receive a performance evaluation. If the evaluation is satisfactory, the employee shall receive permanent status in the classification. If the evaluation is unsatisfactory, the employee shall be relieved of his/her duties. Any employee rejected during the extended probationary period following a promotional or transfer opportunity, shall have the right to return to the former position which the employee held. Should the employee choose not to return to the former position, the provision of Article 12, Layoff Procedures, shall apply.

All County employees who attain permanent rank shall have served a twelve (12) month probation, regardless of possible promotion while serving as probationary employees. Employees who have mutually agreed to a six (6) month extension of probation shall attain permanent rank after serving an eighteen (18) month probationary period.

Section 7.3 - Evaluations

Permanent employees shall be evaluated thirty (30) days prior to an employee's second anniversary date of hire and annually thereafter. If no such evaluation is made, it shall be assumed that the employee is performing satisfactorily. If a department head evaluates an employee who is still eligible for step increases, and determines that the employee has not performed competently, the step increase may be denied. Such denial shall be subject to the grievance procedure.

All employees shall be evaluated on a standardized personnel form.

Section 7.4 - Rights

Probationary employees, including new employees and employees who have been promoted or transferred, shall have all rights afforded permanent employees under this Memorandum of Understanding, with the exception of the unsuccessful completion of the probationary period (termination, demotion, or return to former position), in which case the employee shall have no right to appeal such action pursuant to the grievance procedure. The Union recognizes that

probationary employees may be released from County employment without cause.

For all probationary appointments, entry-level as well as promotional or transferred, the County reserves the discretion to extend the applicable probationary period by the amount of time the probationary employee is out on an injury or illness leave that exceeds twenty (20) work days. Extension of the probationary period under this section will be communicated to the probationary employee in writing.

Section 7.5 – Drug and Alcohol Policy

All new hires and employees under this Memorandum of Understanding will be subject to the Drug and Alcohol Policy, the policy agreed to by the parties dated December 12, 2005.

ARTICLE 8 - ATTENDANCE AND LEAVES

Section 8.1 - Working Hours

8.1.1 - Regular Hours.
County employees shall work forty (40) hours per week or its equivalent based upon the following existing schedules:

8.1.1.1 - An eight (8) hour, Monday through Friday schedule;

8.1.1.2 - Flex schedules that have been approved by the Board of Supervisors (attached in Appendix B).

8.1.2 - Rest Period.
An employee will be provided a 15 minute rest period for every 4 hours of work. However, the break periods must be taken during the mid-point of the work period and not accumulated.

8.1.3 - Meal Periods.
Employees shall be provided with an unpaid meal period of no less than 30 minutes and no more than 60 minutes in duration for each shift of 5 consecutive hours or more. If a non-exempt employee is directed to perform work during such meal period, then the employee shall receive pay for the meal period as per FLSA requirements.

8.1.4 - Overtime.
Employees are eligible for overtime and shall be paid at the rate of time and one-half (1 1/2) for any overtime in excess of forty (40) hours per work week or its equivalency, or shall be entitled to compensatory time off at the rate of time and one-half, at election of employee at the time of accrual. In the event of a declared emergency, employees shall only receive pay and not compensatory time off. Employees accruing compensatory time must take that time off within forty-five (45) days of the end of the month in which the time was accrued, or the time will be paid at the time of payment of the next payroll. Time for which pay is received

but not worked, such as vacation, and authorized compensatory time off, shall be counted toward the base period. Sick leave shall not be included in the computation of overtime.

8.1.5 - Overtime Exempt Classifications.
Each of the represented classifications listed in Appendix A are considered salaried, overtime exempt classifications. Employees in the exempt classifications are compensated for meeting the requirements and performing the duties of their job. Such employees are deemed exempt from the overtime requirements set forth in Section 8.1.4 above. However, at the sole discretion of the County Administrator's Office, overtime exempt employees listed in Appendix A may be paid at time and one-half their regular hourly rate for time worked in excess of forty (40) hours per workweek during a locally declared emergency.

Section 8.2 - Schedule Changes
Any change in working schedules, including days and hours to be worked and affected classes, shall be administered as follows:

8.2.1 - Proposed changes may be initiated by a department head or employees within a department.

8.2.2 - The department head or his/her designee shall meet with the Union and affected employees within the department regarding the proposed changes. The parties shall meet at the earliest mutually agreeable date and attempt, in good faith, to reach agreement.

8.2.3 - If agreement is reached, the department head shall implement the changes. If agreement is not reached, within thirty (30) calendar days of the parties' last meeting, the Union may request review of the proposed schedule change by the County Administrative Officer whose decision shall be final and binding.

Section 8.3 - Leaves
Leave provisions exist for the convenience of employees who must, or wish to, absent themselves from work for various reasons.

Employees who are absent from work must be on either an approved leave, sick leave, annual leave, or compulsory leave. Other absences are treated as absences without leave and are subject to disciplinary action.

8.3.1 - Annual Leave.
Employees shall be entitled to vacation annually with pay. Employees shall earn vacation at the following rates:

0-3 years of service	2 weeks
4-9 years of service	3 weeks
10 or more years of service	4 weeks

Employees shall be entitled to take only that vacation time which has been earned.

An employee who becomes ill or injured during his/her vacation leave will not be charged vacation leave for the period of illness or injury, provided satisfactory proof in the form of a physician's statement is received by a department head within three (3) days of occurrence.

8.3.2 - Vacation Accrual and Cash Out.

8.3.2.1 Employees may accumulate up to Three Hundred and Sixty (360) hours of vacation. Accumulated vacation may be taken between anniversary dates with the approval of the Department Head. No employee may take Three Hundred and Sixty (360) hours vacation at one time without the approval of the Department Head.

8.3.2.2 Employees must submit an irrevocable election form by December 15, 2020 and not later than December 15th each year annually thereafter to receive payment for accrued vacation under the following conditions:

Employees may elect to cash out accrued vacation hours on an annual basis, up to a maximum of Forty (40) hours each year, to be paid in the last paycheck in November of the following year, as long as the employee has a minimum of Two Hundred Eighty (280) accrued vacation hours at the time the cash out is requested.

For example, irrevocable election forms submitted in December 2020 will be for the November 2021 cash out. The hours of leave, which are converted to pay at the base hourly rate of pay, shall be deducted from the employee's vacation accrual bank in the amount identified on the irrevocable election form. The remaining unused leave shall remain in the employee's vacation accrual bank. The hours which are paid out are hours which will be accrued in 2021.

Irrevocable election forms will be available in Human Resources beginning November 2, 2020. Employees who do not submit irrevocable election forms by the December 15th due date will have been deemed to have elected to forgo participation in the optional annual vacation accrual cash out program. Late irrevocable election forms will not be accepted. There is no avenue to change an election after the December 15 yearly deadline.

8.3.3 - Sick Leave

Employees shall be entitled to take only that sick leave time which has been earned. Employees shall be entitled to cumulative sick leave with pay at the rate of ten (10) hours per month with a maximum accumulation of fifteen hundred (1,500) hours of sick leave. Department heads shall permit sick leave earned to be used for medical and dental office calls when it is necessary for the employee to be absent during working hours for this purpose. Each department head shall have the right to require a doctor's certificate showing that any employee under his/her jurisdiction is unable to perform the duties of employment by reason of illness. In the event that said certificate is not provided within three (3) days from the date of demand, said department head shall report the fact of the demand for said

certificate to the Human Resources Office; the employee concerned shall not be entitled to receive compensation herein provided until such time as satisfactory proof is provided to the department head of the right to receive compensation for sick leave.

Sick leave may be used by an employee for the following purposes:

a. Diagnosis, care, or treatment of an existing health condition of, or preventative care for the employee themselves or a close family member;
b. To remain in paid status during bereavement leave as described in Section 8.3.4; or
c. For any other purpose described in California Labor Code section 246.5.

For purposes of this section "close family member" means any of the following: an employee's child (regardless of age or dependency status); a parent; a parent-in-law; a spouse; a registered domestic partner; a grandparent; a grandchildren; or a sibling; or another designated person identified by the employee at or before the time the employee requests sick leave. An employee may identify only one designated person in a 12-month period.

8.3.3.1 - Personal Necessity

Employees shall be entitled to use six (6) days of paid sick leave allotment per year in case of personal necessity. Personal necessity leave shall be limited to circumstances that are serious in nature and that the employee cannot reasonably be expected to disregard, that necessitate immediate attention, and that cannot be taken care of after work hours or on weekends. The requested leave must be approved by the department head in advance of the absence.

8.3.3.2 - Payment of Accumulated Sick Leave

The County shall pay the accumulated sick leave of an employee upon service retirement (excluding deferred retirement), disability retirement, or death as follows:

8.3.3.2.1 - After five (5) years of continuous service, twenty-five percent (25%) of his/her accumulated sick leave up to a maximum of two hundred forty (240) hours.

8.3.3.2.2 - After ten (10) years or more continuous service, fifty percent (50%) of his/her accumulated sick leave up to a maximum of six hundred (600) hours.

8.3.3.2.3 - The County will contract with CalPERS to provide for retirement credit for unused sick leave. For the purpose of PERS retirement credit only, the current caps on sick leave accrual specified in sections 8.3.3.2.1 and 8.3.3.2.2 will be lifted; however, these two caps will remain for current employees electing sick leave pay-off rather than service credit conversion. Current employees will have the option to elect payment for accumulated sick leave or credit for unused sick leave under Section 20862.8 of CalPERS; however, employees hired after June 30, 1996 will have the CalPERS

program only.

8.3.3.2.4 - In order to qualify for payment of service retirement accumulated sick leave hereunder, an employee must apply for and be granted retirement pursuant to County's "Public Employees Retirement System" (CalPERS) contract, with the State of California.

8.3.4 - Bereavement Leave

In the event of a death of an immediate family member (spouse, child, parent, sibling, grandparent, grandchild, registered domestic partner, or parent-in-law), employees will be allowed up to five (5) days of bereavement leave following the death. Bereavement leave need not be taken on consecutive days, but must be taken within three months after the death, after which any unused leave is forfeited. The first three (3) days of bereavement leave taken in a given calendar year will be provided as paid leave. For further leave, employees may draw from their existing and available leave accruals to remain in paid status. The three (3) day paid bereavement leave accrual does not carry over from one calendar year to the next.

If bereavement leave is approved beyond the five (5) days for a given death, the additional bereavement leave time will be drawn from the employee's Administrative Leave accrual.

8.3.5 - Illness Leave

This type of leave may be used for any legitimate illness including temporary medical or psychiatric problems and is ordinarily only used when an employee is not eligible for or has exhausted his/her paid sick leave balance. An employee requesting such leave due to illness or disability shall use any accumulated sick leave prior to the requested beginning date of such leave.

Requests for illness leave must be accompanied by a statement from the employee's physician specifying the nature of the illness and the anticipated time of release for return to the active duty.

Immediately prior to, or at the time of, return to active duty, the employee must provide a statement from a physician certifying to the employee's physical and/or mental ability to resume the specific duties of the position. The department head or the County may require the employee to submit to an examination at County expense by a physician chosen by the County.

The employee shall not be entitled to any compensation for this type of leave. Notwithstanding anything contained herein to the contrary, if an employee elects to use illness leave under the Federal Family and Medical Leave Act and/or California Family Rights Act, the employee shall receive benefits consistent therewith.

8.3.6 - Education or Training Leave

This type of leave is generally granted when the kind of education or training undertaken is likely to enhance the County's capabilities to provide service to the public. Consequently

the training should have as its objective either, 1) an increase in the effectiveness of the employee in a current job assignment or, 2) an enhancement of the employee's advancement possibilities within County service.

The employee shall not be entitled to any compensation for this type of leave. Medical, dental and other insurance may be continued, but at no cost to the County. Time on leave does not count towards seniority, and leaves exceeding one year will involve loss of seniority.

Education or Training Leave shall require written approval of the department head and shall not exceed one (1) year in duration unless the County extends the leave upon request of the employee through the department head.

8.3.8 - Military Leave

Military leave is governed by the provisions of the California Military and Veterans Code. The request of an employee who has permanent status for military leave of absence can be honored by the department head only if the employee includes with the request a copy of the military orders. This request shall be submitted as soon as possible prior to the effective leave date unless an emergency arises preventing this. A copy of the leave papers and the appropriate notification documents shall be submitted to the Human Resources Office prior to the effective date of leave. The granting of leave and payment therefor are not inseparable matters, but are mandatory under certain specific conditions specified by the Military and Veterans Code. The department head will abide by the Military and Veterans Code in determining the appropriateness of leave and payment therefor.

8.3.9 - Compulsory Leave

If, in the opinion of the department head, an employee is unable to properly perform the duties of the position because of physical or mental reasons, such employee may be required to submit to an examination by a physician designated or approved by the County. If the report of the physician shows the employee to be in an unfit condition to perform the duties, the department head may, subject to the approval of the County Administrative Officer, compel such employee to take sufficient leave of absence to fit the employee to perform the duties; however, the employee shall be entitled to use accumulated sick leave and annual leave before being placed on compulsory leave without pay.

8.3.10 - Maternity Leave

Maternity leave is a leave of absence without pay upon request of the employee and upon verification of pregnancy by a licensed physician.

Leaves for this purpose may be requested to be effective at any time during pregnancy. Maternity leave may be requested up to nine (9) months prior to the anticipated delivery date with a doctor's certification as to the condition of the employee and the expected delivery date. The employee shall notify the department head of the actual date of delivery, within two (2) weeks thereafter. The employee may take up to three (3) months maternity leave after delivery, at the employee's option. The employee shall give the department head

a two (2) week notice of intent to return to work with the department head being allowed the option to consent to commencement for employment earlier than said two (2) weeks.

An employee who is pregnant must notify the department head as early as possible and provide a statement from a California licensed physician certifying as to her ability to perform the duties of her position and indicating the anticipated delivery date.

An employee returning to work shall submit a physician's certificate that she is capable of performing the duties of her position.

Sick leave benefits are not paid during the term of maternity leave requested by the employee, except when integrated with State Disability as provided for in Section 6.4.7.3, Workers' Compensation/State Disability Usage, nor is sick leave, or vacation accrued or diminished.

8.3.11 - Jury Duty

Workers shall be allowed to take leave from his/her County duties without loss of wages, vacation time, compensatory time, sick leave or worker benefits for the purpose of responding to a summons for jury selection or serving on a jury for which he/she has been selected. An employee who is excused from having to serve as a juror will contact his/her supervisor and shall return to work for the balance of the shift if there are at least two hours or more left in the work shift, excluding commute to the work site. An employee will turn over to the County any compensation received for time involved in the jury selection process or serving on a jury on an employee's scheduled work day.

8.3.12 - Administrative Leave

Each full time overtime-exempt employee shall be entitled to ninety-six (96) hours of paid administrative leave per calendar year. This time will be credited in advance on or near each January 1, and is neither cumulative from year to year nor to be considered part of vacation accrual. Use of administrative leave must be approved by the department head in advance of the absence. Subject to the requirements of County business, approval of leave by the department head will not be unreasonably denied.

8.3.13 - Leave Without Pay

With the approval of the appropriate department head, an employee may be granted a leave of absence without pay for an indefinite period not to exceed 30 days. On expiration of the approved leave, the employee shall be reinstated to their same position. The department head may recall the employee from leave prior to its expiration should unforeseeable changes in operating requirements occur. During such leave without pay, the employee will not accrue seniority or benefits credits.

An employee covered by this Memorandum of Understanding, who in a manner prescribed by law declares himself/herself as a candidate for elective office, shall be entitled to a leave of absence without pay while actively campaigning for elective office for a period not to exceed twelve (12) months. Prior to exercising said leave the employee must notify his/her

department head in writing of intent to exercise leave and the dates for said leave. The department head shall immediately notify the Human Resources Office of the employee's intent to exercise said leave.

8.3.14 - Failure to Return from Leave at Scheduled Time.
Failure to report for duty after a leave of absence has expired or has been disapproved or revoked may, at the option of the department head, be considered an absence without leave and subject the employee to disciplinary action unless such failure to report is for reasons beyond the physical control of the employee.

8.3.15 - Payment for Earned Annual Leave upon Termination
Upon termination, an employee shall receive pay for annual leave earned but which remains unused as of the date of termination.

8.3.16 - County Business
No County employee shall be docked any time by a department head while that employee is engaged in County sanctioned business, including, but not limited to, serving on official County committees or representing employee bargaining units while bargaining with the County on behalf of employees.

ARTICLE 9 - HOLIDAYS

Section 9.1 - Legal Holidays
The following are hereby established as legal holidays in the County pursuant to Government Code Sections 6700, 19853, and 19854:

1. January 1st, New Year's Day

2. Third Monday in January, known as “Martin Luther King's Day”

3. Third Monday in February, known as “Presidents Day”

4. Last Monday in May, known as “Memorial Day”

5. June 19th, known as “Juneteenth”

5. July 4th, known as “Independence Day”

6. First Monday in September, known as “Labor Day”

7. Second Monday in October, known as “Columbus Day”

8. November 11th, known as “Veterans Day”

9. Thanksgiving Day

10. The day after Thanksgiving Day

11. December 25th, known as "Christmas Day"

Section 9.1.1. Weekend Holiday Observance
Every employee shall be entitled to take as a holiday the Friday preceding any Saturday on which one of the holidays set out in 1, 5, 8, and 11 occurs.

Every employee shall be entitled to take as a holiday the Monday following any Sunday on which one of the holidays set out in 1, 5, 8, and 11 above occurs.

Section 9.2 - Individual Holidays

9.2.1 - Personal Holiday.
All County employees are entitled two personal holidays effective on ratification; all new employees of the County are entitled two personal holiday after their one-year (1-year) anniversary in the calendar year of their first anniversary date. In the event an employee's probationary period is extended as specified in Section 7.1.2, Extension of Probationary Period, a new employee is entitled two personal holidays after their eighteen (18) month anniversary.

9.2.2 - Additional Holiday.
Every employee shall be entitled to take an additional holiday, the last working day before or the first working day after any County legal holiday, subject to the employee's choice and prior approval by the employee's department head.

Section 9.3 - Holiday Pay
Employees required to work on a holiday will receive 8 hours of straight time for the holiday, plus time and one half at the normal hourly rate for time worked.

ARTICLE 10 - TRAVEL POLICY

Section 10.1 - Travel Expenses (Effective August 1, 2024)
Effective January 1, 2025, sections 10.1.1 through 10.3 will sunset and be discontinued as all travel allowances will be set and determined by the United States General Services Administration (GSA) per diem rates at the following website: eCFR :: 41 CFR Part 301-11 Subpart A – General Rules (FMR Part 301-11 Subpart A). Employees can also reference the GSA's frequently asked questions, per diem page for answers to common questions.

10.1.1 - Mileage Reimbursement Rate.
Employees who use their own vehicles for in- County business shall be reimbursed at the current IRS mileage rate, as amended from time to time, from point of origin approved by the department head.

10.1.2 – Meals.
If because of County business an employee provides a meal for another person, the employee may be reimbursed for actual and necessary guest expenses not to exceed thirty-seven ($37.00) per day. All expenses are to be approved by the department head and accompanied by receipts, acceptable to the Auditor.

10.1.3 - Employee Expenses.
Necessary meals and lodging incurred by an employee on required in-County business shall be reimbursed if approved by the employee's Department Head, accompanied by receipts acceptable to the Auditor.

Section 10.2 - Out-of-County Travel

10.2.1 - Mileage Reimbursement Rate.
The County shall adopt an official mileage map and chart to standardize mileage payments to frequently traveled locations. Employees who use their own vehicles for out-of-county travel shall be reimbursed at the current IRS mileage rate as amended from time to time, according to the mileage chart and map adopted. The Courthouse shall be considered the origin of all out-of-County travel for the purpose of mileage computation, except in those cases when the shortest distance to the destination is from an employee's residence. In that event, the mileage computation shall be from an employee's residence, less their normal home to work commute mileage. Locations not listed on the mileage chart shall have their actual mileage from the Courthouse computed from the adopted mileage map.

10.2.2 – Out-of-County Meals.
Employees who because of County business are required to eat away from home shall be reimbursed as set out below:
An employee who leaves the County during a fixed run or a regular schedule will not be allowed to receive a meal allowance. If because of County business an employee is required to leave before 7:00 a.m. and return after 6:00 p.m., that employee is entitled to a meal allowance of forty-four dollars ($44.00) per day. For days requiring partial day travel, employees shall be entitled to per diem as outlined below:

Breakfast	$8.00
Lunch	$12.00
Dinner	$24.00

Actual receipts approved by the Department Head may be submitted in lieu of taking per diem up to a maximum of $44.00 per day. For purposes of advance requests for meal allowance, the rates listed herein shall be used subject to the time requirements.

Continental breakfasts are not a true breakfast and can be ignored for claiming purposes. Per diem amounts shall not be claimable by the employee for any meals provided by the registration or other fee as part of a conference or training.

10.2.3 - Lodging.
Lodging expenses shall be actual and necessary. Lodging receipts must accompany any claim for reimbursement prior to department head approval.

10.2.4 - Banquet Expenses.
All meal reimbursement excludes banquet expenses which shall be reimbursed at actual and necessary costs.

10.2.5 - Travel Expense Advance.
A travel expense advance of one hundred percent (100%) of estimated expenses for meals, lodging, registration, and transportation for out-of-County travel shall be advanced to any County employee, upon request of the employee and approval of the department head involved in the request. At the time the request is submitted to the auditor, a copy of the registration for the meeting shall be attached to the advance request and a copy of any pre-registration forms for lodging and meals shall be attached to the advance request if such information is available. In the event the advance is not used because the employee failed to attend the particular event for which the expenses would have been incurred, the employee shall reimburse the County within thirty (30) calendar days of event for which the expense would have been incurred. Travel advances shall be reconciled by the employee with the Auditor's Office prior to any subsequent claims being approved by the County. If the advance reconciliation leaves a difference of $3.00 or less, reimbursement by the employee or payment by the County is not required.

Section 10.3 - Non-Reimbursable Items
The following items are non-reimbursable:

1. Tips in excess of 15% of the cost of meals (excluding alcohol).
2. Expenditures for alcoholic beverages.

ARTICLE 11 - RECLASSIFICATION AND OUT-OF-CLASS WORK

Section 11.1 - Definition of Out-of-Class Work
Out-of-class work shall be defined as performing the significant duties, and assuming the major responsibilities, of a position in a higher and different classification.

Section 11.2 - Procedures
When it appears that there has been a significant change in the duties and responsibilities of a position, an employee or a department head may request a reclassification to an existing County classification during the month of October. Such request shall be in writing, shall state the reasons for such request, and shall be submitted to his/her department head. The department head shall

forward all requests to the County Administrative Officer with a recommendation for approval or denial.

The County Administrative Officer shall consider such requests and recommend one of the following actions to the Board of Supervisors:

Deny the request and direct the department head to assign only those duties to the employee that is within the employee's current job description;

Approve the request for reclassification;

Deny the request for reclassification.

At least 10 working days prior to the County Administrative Officer docketing his/her recommendation of one of these actions to the Board, the County shall give prior notice to the Union of all the reclassification requests affecting employees covered by this Memorandum of Understanding, and the recommendations to the Board.

The Board shall act upon the recommendations and shall communicate its decision to the employee and the Union within twenty (20) working days after receiving the request for reclassification.

The Union may appeal the decision of the Board of Supervisors (11.2.3 only) to arbitration in accordance with step 3 of the grievance procedure. Prior to arbitration, the parties shall meet at either the Union's or the County's request to attempt to resolve any disputed decisions.

The jurisdiction and authority of the arbitrator and his/her opinion and award shall be contained exclusively to the issue for whether or not the employee is working out of classification, as defined in Article 11, Section 11.1, Definition of Out-of-Class Work. In the event the arbitrator rules for the employee and Union, the County shall either reclassify the employee as requested or assign only those duties to the employee that are within the employee's current job description.

Section 11.3 - General Conditions

11.3.1 - Effective Dates.
In the event a reclassification request is approved by the Board of Supervisors subsequent to either the administrative officer's recommendation or the arbitrator's decision, the effective date for the change shall be the December 1 following the date of the request.

11.3.2 - Out-of-Class Payments.
If the department head is directed to assign only those duties that are within the employee's current job description by the Board of Supervisors, or if the Board of Supervisors decides to remove the higher class duties subsequent to an arbitrator's decision in favor of the employee, the County shall pay out of class pay, as described in Article 11, Section 11.4, Temporary Assignments.

11.3.3 - Merit System.
Merit System rules shall apply to all affected employees who request reclassification.

11.3.4 - One Year Bar.
If an employee's request is denied in arbitration, he/she shall be barred from filing another reclassification request during the month of October following the denial.

Section 11.4 - Temporary Assignments

Employees who are assigned work of a higher level permanent position on a temporary basis due to a vacancy, illness, vacation or other type of leave, and employees who are performing work of a higher level but have been assigned their regular duties in accordance with Section 11.3.2, Out-of-Class Payments, shall receive a salary rate increase to the next higher level for the time actually worked, provided that the total continuous assignment is eighty (80) working hours or more. Such increase shall be determined as if the assignment had been a promotion, and shall be effective from the first day of such an assignment.

ARTICLE 12 - SENIORITY & LAYOFF

Section 12.1 - Seniority Defined
Seniority is defined as an employee's length of continuous service in a permanent position with the County, in a classification covered by this Memorandum of Understanding. An employee's anniversary date shall be defined as the original date of hire to a permanent position with the County and shall not be changed except under the conditions of Sections 6.2.3, Promotion, and 6.2.4, Demotion, or stops accruing under conditions of Section 12.7, Seniority Accrual.

Section 12.2 - Order of Layoff
When one (1) or more employees in the same classification in a department are to be laid off, the order of layoff in the affected department shall be as follows:

a) Extra help employees;
b) Probationary employees in the inverse order of seniority;
c) Regular employees in the inverse order of seniority.

Section 12.3 - Notice of Layoff
Employees subject to the provision of this Article shall be given at least (30) calendar days written notice prior to the effective date of layoff, except in cases of bona fide emergency. The Union shall receive concurrent notice, and upon request, shall be afforded an opportunity to meet with the County to discuss any proposed alternatives. The procedures in Section 12.4 shall be applied prior to the effective date of the layoff.

Section 12.4 - Reassignment in Lieu of Layoff

12.4.1 - Vacant Positions.

In the event of notice of layoff, an employee so affected will be allowed to transfer to a vacant position the County has determined to fill in his/her classification within the department where the layoff occurred or any classification at the same or lower level within the department where the layoff occurred in which the employee had formerly held permanent status. The County shall provide a listing of appropriate vacancies and the employee may select from this list.

12.4.2 – Displacement.

In the event there are no vacancies as listed in 12.4.1 above, the employee shall have the right, upon request, to be returned to any classification in the department in which the layoff occurred at the same or lower level in which permanent status had formerly been held, provided he/she has seniority in the subject job classification or series over a current incumbent, and the regular layoff procedure in that same or lower level shall apply, within said department.

Section 12.5 - Layoff

In the event that an employee is not reassigned in lieu of layoff as in Section 12.4 above, he/she shall be laid off. If an employee elects not to exercise the rights in 12.4.2, Displacement, he/she may be deemed to have been offered and to have declined such work unless the employee has a compelling reason for not accepting such position, as determined by the County.

Section 12.6 - Re-employment List

12.6.1 – Recall.

The names of such probationary and permanent employees reassigned or laid off in accordance with 12.4.2 or Section 12.5 of this Article shall be entered upon a re-employment list in inverse order as specified in Section 12.2. As positions from which employees were re-assigned or re-employed become open within the department where the employee's layoff occurred, they shall be filled from this list.

12.6.2 – Vacancies.

When vacancies occur in departments outside the one from which an employee has been laid off, employees on the recall list shall receive the same consideration as current county employees. If an employee fills a vacancy in another department, he/she shall suffer no loss in seniority, and shall be required to serve a probationary period as if he/she had transferred into the department. If he/she is rejected on probation, the employee shall retain his/her status on the recall list. The employee shall also retain recall rights to his/her former position until the time at which he/she would normally be deleted from the recall list, as outlined in 12.6.3 below.

12.6.3 - Deletion from List.

No name shall be carried on a re-employment list for a period longer than eighteen (18) months. Names shall also be dropped from the list upon re-employment under 12.6.1, Recall, above.

Section 12.7 - Seniority Accrual

Seniority shall continue to accrue while an employee is in paid status, or during illness leave due to

industrial disability. Seniority shall be broken upon resignation, discharge for just cause, promotion out of the bargaining unit, failure to respond to a recall from layoff under 12.6.1 above, or absence without approved leave for three (3) or more consecutive days without adequate cause.

ARTICLE 13 - EMPLOYEE DISCIPLINE

A permanent employee may be demoted, suspended or dismissed by a department head in accordance with this Article.

An employee shall have the right to have an outside Union representative present at any investigatory meeting with supervisors or management representatives when the employee has reason to believe that such meeting could lead to disciplinary action. The employee under investigation will be provided advance written notice of the purpose of the meeting.

Nothing contained herein shall prevent the County from taking whatever disciplinary action it may deem appropriate under Article 13 with the full understanding that such matters are subject to the grievance procedure as set forth in Section 14.3.

Section 13.1 - Just Cause
The County shall discipline, suspend with or without pay, discharge, or demote a permanent employee for just cause only. The discipline shall be reasonably related to the seriousness of the offense. One or more of the following causes shall be grounds for suspension, demotion, dismissal, or discipline, of any permanent employee, including, but not limited to:

13.1.1 - Omission or willful misrepresentation of a material fact or other fraud in securing employment including, but not limited to, the following:

13.1.1.1 - Falsification of application for work;

13.1.1.2 - False information regarding driver's license;

13.1.1.3 - False information regarding professional licenses, credentials, or certificates;

13.1.2 - Incompetence;

13.1.3 - Insubordination;

13.1.4 - Dishonesty;

13.1.5 - Improper use of drugs or alcohol including, but not limited to, the following:

13.1.5.1 - In possession of or under the influence of alcohol beverages while at work

or in county work areas;

13.1.5.2 - In possession of, under the influence of, or trafficking in habit-forming drugs and/or narcotics while at work or on County property. The term "drugs" means controlled substances as defined in Division 10 (commencing with Section 11000) of the California Health and Safety Code;

13.1.6 - Unexcused absence from duty, including, but not limited to, participation in unlawful strikes or other job actions, such as sick-ins or slow downs, or not available if officially on call;

13.1.7 - Misuse of County property or damage to County property resulting from misuse or negligence;

13.1.8 - Violation of a County and/or department rule;

13.1.9 - Sexual harassment.

13.1.10 - Habitual tardiness/excessive absences.

Section 13.2 - Notice of Intent to Discharge, Demote, or Suspend
When a department head contemplates disciplinary action against a permanent employee, the concerned employee shall receive advance written notice of the proposed action.

13.2.1 - Said notice shall state the date the proposed action will be effective and the specific grounds upon which the action is being taken.

13.2.2 - Said notice shall inform the employee of his/her right to respond to the proposed action and of his/her right to receive a copy of the written materials alleged to support the action.

13.2.3 - An employee, upon receipt of proposed action, shall have ten (10) working days to respond to the proposed action.

13.2.4 - Said response may be made orally or in writing.

13.2.5 - Said response shall be made to the department head.

13.2.6 - When a response is made to a proposed disciplinary action, the department head shall consider said response prior to making a final decision regarding the proposed action.

Section 13.3 - Decision to Discharge, Demote, or Suspend
When a department head believes there is just cause for disciplinary action against an employee, the

department head shall give the employee a written notice of the proposed action. Notification to a permanent employee of proposed disciplinary action shall be deemed sufficient when it is delivered in person to the employee or when it is deposited in the U.S. certified mail, postage prepaid, and addressed to the last known address of the employee. It is the employee's obligation to notify the County of changes in address.

The notification to the employee shall contain the following:

13.3.1 - A statement of the cause (pursuant to 13.2 above) and of the specific acts and/or omissions upon which the disciplinary action is based.

13.3.2 - If it is claimed that the employee has violated a rule or regulation of the County, a reference to the rule or regulation.

13.3.3 - A statement of the disciplinary action and a copy of all written material on which the action is based.

13.3.4 - A statement that the employee has a right to appeal such a decision and charges if demanded within 10 (ten) working days after service of this notice, pursuant to section 13.3.5 below. Information to be provided to the County Administrative Officer is the same as outlined in Section 13.3.5 below.

Section 13.3.5 – Disciplinary decisions in the form of a written reprimand, suspension, demotion or dismissal may be appealed in writing to the County Administrative Officer within ten (10) working days after receiving notice of the decision from the employee's department head. The County Administrative Officer shall meet with the employee within ten (10) working days after receiving the employee's written appeal. The employee may be accompanied by his or her union and/or legal representative. The meeting with the County Administrative Officer shall not be considered an evidentiary hearing and will be limited to the employee's appeal of the proposed disciplinary action. After hearing the employee's appeal the County Administrative Officer shall communicate his or her decision to the employee in writing within ten (10) working days after concluding the appeal meeting with the employee. Except in cases involving suspension, demotion or discharge, the County Administrative Officer's decision shall be final and binding on the employee and the County.

Section 13.3.6 – Disciplinary Arbitration – In cases involving suspension, demotion or discharge, the affected employee shall have the right to appeal the County Administrative Officer's decision to arbitration if requested in writing within ten (10) working days of the date of the County Administrative Officer's written decision. Any such appeal must be submitted directly to the County Administrative Officer.

Upon receipt of the employee's request to appeal the suspension, demotion or discharge decision, the County and the employee's designated representative shall mutually agree upon

an arbitrator, or jointly select one from a list of seven (7) arbitrators provided by the State Mediation and Conciliation Service. If the parties cannot reach mutual agreement regarding an arbitrator, they shall strike names from the above-mentioned list. The parties shall flip a coin to determine who strikes first. The parties agree that an arbitrator will be selected within sixty (60) days of receipt of the employee's appeal.

The parties may mutually agree to use an arbitrator not on the list or to add to, or modify the list. The arbitrator's fee and expenses shall be borne equally by the parties.

Section 13.4 - Immediate Demotion or Suspension Without Pay or Benefits of Permanent Employee

If the department head determines that, pending the Appeal Procedures on the demotion, suspension or dismissal of a permanent employee, the immediate demotion or suspension of the employee without pay would be in the best interests of the County, the following procedure shall be initiated prior to imposing the demotion or suspension:

13.4.1 - In addition to the written notice of the proposed disciplinary action as provided in Section 13.2, the employee shall be given written notice of the demotion or suspension without pay and the charges upon which this action is based, and his/her right to respond to those charges both orally at a conference with the department head, and in writing.

13.4.2 - The employee shall be given notice of the immediate demotion or suspension sufficiently in advance of the action to review the charges and to frame a response.

13.4.3 - The demotion or suspension action should be discussed prior to its occurrence at a conference with the department head, during which time the employee shall have the right to present any rebutting evidence.

Section 13.5 - Immediate Interim Suspension

Nothing in this section shall be construed to prohibit placing an employee on administrative leave prior to notice and a conference where such leave is required to protect persons or property in accordance with the following procedures provided, such leave is with pay until procedures in Section 13.4 have been followed.

13.5.1 - The suspended employee is given written notice in person or by deposit in U.S. certified mail of the charges upon which the suspension was based within one (1) working day after suspension;

13.5.2 - The employee is notified of his/her right to file a written response or to have a conference with the department head;

13.5.3 - A reasonable opportunity is afforded the employee for a conference within five (5) calendar days from the date of suspension.

ARTICLE 14 - GRIEVANCE PROCEDURE

Section 14.1 - Definitions
14.1.1 - A "grievance" is an allegation by one or more employees or the Union that the County has violated an express provision of this Memorandum of Understanding.

14.1.2 - A "supervisor" is an administrator having immediate jurisdiction over the grievant.

14.1.3 - "Working day" shall mean days in which the County offices are open for business.

Section 14.2 - Pre-Grievance Step
14.2.1 - Potential grievances shall be discussed in informal conferences between the employee and the immediate supervisor outside of the bargaining unit. At least one informal meeting between the parties shall take place before the grievance procedure is invoked.

14.2.2 - If the potential grievance is not resolved at this step, then the aggrieved employee may declare that a grievance exists and the provisions of this Article will be implemented.

14.2.3 - Any resolution reached at the pre-grievance step must be in accordance with the provisions of the Memorandum of Understanding.

Section 14.3 - Formal Grievance
14.3.1 - Step One.
Within fifteen (15) working days of the occurrence or discovery of an alleged grievance, the grievance shall be presented in writing to the department head or his/her designee. The grievance form shall contain information which identifies:

1. The aggrieved;
2. The specific nature of the grievance;
3. The time or place of its occurrence;
4. The section of this Memorandum of Understanding alleged to have been violated;
5. The consideration given or steps taken to secure informal resolution;
6. The corrective action desired.

A decision shall be made in writing within ten (10) working days of receipt of the grievance. A copy shall be sent to the Union and this copy shall dictate time limits. In the event the department head grants the grievance in a manner that requires the payment of any County funds to the grievant, the department head's decision shall be advisory only to the County Administrative Officer.

A meeting shall take place if it is agreed by the parties that such a meeting would assist to clarify or resolve the grievance. The employee may be accompanied by his/her union representative at the meeting.

14.3.2 - Step Two.
If the grievant is not satisfied with the step one decision, he/she may appeal the decision in writing to the County Administrative Officer or his/her designee within ten (10) working days after receiving a written decision at step one.

The County Administrative Officer or his/her designee shall meet with the grievant within 10 working days after receiving the grievance. The grievant may be accompanied by his/her union representative. Additional meetings may be held as per mutual agreement.

The County Administrative Officer or his/her designee shall communicate his/her decision to the grievant in writing within ten (10) working days after concluding the appropriate meetings with the grievant. Such decision shall be final and binding on the grievant and the Union unless it is timely appealed to arbitration by the Union in accordance with the procedures set forth in Section 14.3.3.

14.3.3 - Step Three – Arbitration.
Any grievance, as defined in Section 14.1 of this Memorandum of Understanding, that has been properly and timely processed through the grievance procedure set forth in this Article and that has not been settled at the conclusion thereof, may be appealed to arbitration by the Union with written notice of intent to appeal. The failure to appeal a grievance to arbitration in accordance with this Section within ten (10) working days after receipt of the written answer of the County at Step 2 of the grievance procedure shall constitute a waiver of the Union's right to appeal to arbitration, and the written answer of the County at Step 2 of the grievance procedure shall be final and binding on the aggrieved employee, the County, and the Union.

The County and the Union shall mutually agree upon an arbitrator, or jointly select one from a list of seven (7) arbitrators provided by the State Mediation and Conciliation Service.

When the parties cannot reach mutual agreement regarding an arbitrator, they shall strike names from the above-mentioned list. The parties shall flip a coin to determine who strikes first. The parties will alternate the flipping of the coin.

The arbitrator shall be requested to render his/her decision within thirty (30) working days of the hearing, receipt of the transcription, or the briefs.

The parties may mutually agree to use an arbitrator not on the list or to add to, or modify the list. The arbitrator's compensation and expenses shall be borne equally by the Union and the County.

14.3.4 - Arbitrator Authority.
The jurisdiction and authority of the arbitrator and his/her opinion and award shall be confined exclusively to the interpretation and/or application of the express provision(s) of this Memorandum of Understanding at issue between the Union and County. He/she shall have no authority to add to, detract from, alter, amend, or modify any provision of this Memorandum of Understanding; to impose on either party a limitation or obligation not explicitly provided for in Memorandum of Understanding; or to establish or alter any wage structure. The arbitrator shall not hear or decide

more than one (1) grievance without the mutual consent of the County and the Union. The written award of the arbitrator on the merits of any grievance adjudicated within his/her jurisdiction and authority shall be final and binding on the aggrieved employee, the Union and the County.

Section 14.4 - Miscellaneous Provisions

14.4.1 - In the absence of administrators required to render decisions as outlined in the procedures, the County Administrative Officer shall appoint a substitute.

14.4.2 - Employees shall have the right to present their own grievances or do so through a representative of their own choice. Grievances may also be presented by a group of employees, by the Union, or by the County. No grievance settlement may be made in violation of this Memorandum of Understanding.

The Union shall be provided copies of individual or group grievances and responses to same. Such grievances may not proceed beyond Step Two without written concurrence of the Union.

The Union shall have the right to appear and be heard in all individual or group grievances at any step.

14.4.3 -Time limits may be extended or waived only by written agreement of the parties. If either party fails to comply with the grievance time limits, the grievance shall be settled in favor of the other party. If, as a result of such action the parties are unable to reach agreement or an appropriate remedy, the matter may be referred to an arbitrator as provided in this Article and the arbitrator shall fashion an appropriate remedy.

14.4.4 - It is understood that employees shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable policies, rules and regulations of the County until such grievance and any effect thereof shall have been fully determined.

ARTICLE 15 - PERSONNEL FILES

Section 15.1 - The County shall maintain a personnel file for each employee in a central location. Personnel files contain private and confidential information and shall be maintained in a secure manner.

Section 15.2 - An employee shall have access to his/her personnel file, upon request, at any time during normal office hours providing the request is reasonable and is made at a time previously approved by his/her immediate supervisor.

Section 15.3 - Access to personnel files shall be limited to the employee, the employee's immediate supervisor and/or department head, the Human Resources Director, County Counsel and the County Administrative Officer. Upon written authorization by the employee, a representative of

the Union shall be permitted to examine and/or obtain copies of the materials in such employee's personnel file. The signed authorization shall be kept in the file.

Section 15.4 - Upon request by the employee, negative or derogatory material in an employee's personnel file shall be reviewed for removal after remaining in the file for a period of eighteen (18) months, and annually thereafter.

Section 15.5 - No document, positive or negative, shall be placed in the employee's personnel file unless:

1. It contains the employee's signature acknowledging that the document is to be placed in the employee's personnel file; or

2. It is accompanied by a Personnel Action Form signed by the employee, which will remain permanently attached to the document; or

3. The employer has indicated on the document or the Personnel Action Form that the employee has refused to sign.

ARTICLE 16 - SAFETY

The County agrees to make all reasonable provisions for the safety and health of its employees. In the event any safety or health hazard is detected, it shall promptly be reported to the appropriate supervisor. The County shall take affirmative steps to investigate the problem, determine its extent as soon as possible, and make the appropriate remedy where needed; no employee shall be exposed to unsafe conditions pending their correction. No employee shall be discharged or otherwise disciplined for bringing to the attention of his/her supervisor any unsafe condition that may exist. Safe working practices and safety regulations shall be adhered to by the employee and the County. The failure of any employee to follow the safe working practices, safety rules, and/or regulations can lead to disciplinary actions provided employees are properly informed of such practices, safety rules, and/or regulations.

ARTICLE 17 - NO STRIKE/ NO LOCKOUT

Section 17.1 - The County and the Union recognize that strikes and other forms of work stoppage by members of the recognized employee organization are contrary to the continuity of county operations. The County and Union subscribe to the principle that differences shall be resolved by peaceful and appropriate means, and agreements shall result from negotiating in good faith. The Union therefore agrees that there shall be no strikes, work stoppage, or other refusal to perform work by the employees covered by this Memorandum of Understanding. The County agrees that, unless there is a strike, work stoppage, or other refusal to perform work by employees covered by this Memorandum of Understanding, there shall be no lockouts of its employees during the term of this Memorandum of Understanding.

Section 17.2 - It is agreed that the grievance machinery of this Memorandum of Understanding, the dispute settlement machinery provided in the Employer-Employee Relations Policy, and the judicial and administrative remedies provided by law, are the sole and exclusive means for settling any dispute between the employees and/or the Union and County whether relating to the application of the Memorandum of Understanding or otherwise.

Section 17.3 - In the event of any such action or interference, the Union shall take whatever affirmative action necessary and within its authority to prevent and bring about the termination of such action or interference. Such affirmative action shall include the immediate disavowal and refusal to recognize any such action or interference, and the Union immediately shall instruct any and all employees to cease their misconduct and inform them that their misconduct is a violation of the Memorandum of Understanding subjecting them to disciplinary action including discharge.

Section 17.4 - Notwithstanding the above, it is agreed by the parties that employees shall have the individual right to refuse to cross a picket line sanctioned by the Central Labor Council.

ARTICLE 18 - ENTIRE AGREEMENT

Section 18.1 - It is intended that this Memorandum of Understanding sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other prior-to existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded, or terminated in their entirety. This Memorandum of Understanding shall govern in case of conflict with provisions of existing County Ordinances, rules, practices, and regulations pertaining to wages, hours and other terms and conditions of employment.

Section 18.2 - During the term of this Memorandum of Understanding, both parties waive and relinquish the right to meet and negotiate and agrees that neither party shall be obligated to meet and renegotiate with respect to any subject or matter covered in this Memorandum of Understanding, including such subjects or matters that were proposed and later withdrawn.

Section 18.3 - Each party understands that only the Board of Supervisors has the authority to bestow additional benefits on employees covered by this Agreement. The parties, therefore, agree that regardless of the action of any department head, elected official, or employee supervisor, only the employee benefits contained in this Agreement, or an appropriate written amendment to this Agreement, shall be binding on the County.

Section 18.4 - The County agrees to give the Union adequate notice of proposed changes in policy, rules, and procedures affecting working conditions, and to meet and confer with the Union on these changes upon request, unless otherwise agreed to in this Memorandum of Understanding.

ARTICLE 19 - SAVINGS

If any provision(s) of this Memorandum of Understanding or any applications(s) thereof to any employee(s) are held to be contrary to law by a court of competent jurisdiction (including the appellate process), then such provision or application will not be deemed valid and subsisting except to the maximum extent permitted by law but all other provisions or applications shall continue in full force and effect.

In the event of suspension or invalidation of any article or section of this Memorandum of Understanding, by a court of competent jurisdiction, the parties agree to meet and confer within thirty (30) days after such determination for the sole purpose of arriving at a mutually satisfactory replacement for such article or section.

ARTICLE 20 - DURATION

This Memorandum of Understanding shall become effective on(insert date Board of Supervisors approves new MOU), and shall continue in full force and effect through October 31, 2025. The parties agree to serve written notice upon the other to begin successor MOU negotiations on or by June 30, 2025 with actual bargaining beginning on or about July 31, 2025.

For the County

Miles Menetrey, Chair
Mariposa County Board of Supervisors

Date: _____

Abel Del Real-Nava
Assistant County Administrator Officer/
Human Resources Director and
County Negotiator

Approved as to Form

Steven W. Dahlem
County Counsel

For the Union

Debbie Macias, Business Agent
AFSCME, Local 2703

Date: _____

Lynn Rumfelt, Team Member
MCMCO

Rebecca Maietto, Team Member
MCMCO

APPENDIX A

Job Classifications and Salary Grade/Step Table
These salaries are effective 11/1/2023. Salary increases beyond this date and which are reflected in Section 6.1 are to be calculated using these rates as a base.

MCMCO 08/26/24

Proposed - Mariposa County Position by Grade and Step

Position Name and Step	Grade Code	Hourly Rate	Montly Rate	Annual Range
Accountant I - Confidential Step 1	GR830	28.4070	4,923.880	59,086.560
Accountant I - Confidential Step 2	GR830	29.8300	5,170.533	62,046.400
Accountant I - Confidential Step 3	GR830	31.3210	5,428.973	65,147.680
Accountant I - Confidential Step 4	GR830	32.8860	5,700.240	68,402.880
Accountant I - Confidential Step 5	GR830	34.5310	5,985.373	71,824.480
Accountant II - Confidential Step 1	GR830	32.6490	5,659.160	67,909.920
Accountant II - Confidential Step 2	GR830	34.2830	5,942.387	71,308.640
Accountant II - Confidential Step 3	GR830	35.9960	6,239.307	74,871.680
Accountant II - Confidential Step 4	GR830	37.7950	6,551.133	78,613.600
Accountant II - Confidential Step 5	GR830	39.6880	6,879.253	82,551.040
Administrative Analyst I Confidential Step 1	GR326	31.7380	5,501.253	66,015.040
Administrative Analyst I Confidential Step 2	GR326	33.3250	5,776.333	69,316.000
Administrative Analyst I Confidential Step 3	GR326	34.9920	6,065.280	72,783.360
Administrative Analyst I Confidential Step 4	GR326	36.7420	6,368.613	76,423.360
Administrative Analyst I Confidential Step 5	GR326	38.5780	6,686.853	80,242.240
Administrative Analyst I Step 1	GR479	31.7380	5,501.253	66,015.040
Administrative Analyst I Step 2	GR479	33.3250	5,776.333	69,316.000
Administrative Analyst I Step 3	GR479	34.9920	6,065.280	72,783.360
Administrative Analyst I Step 4	GR479	36.7420	6,368.613	76,423.360
Administrative Analyst I Step 5	GR479	38.5780	6,686.853	80,242.240
Administrative Analyst II Confidential Step 1	GR326	35.6630	6,181.587	74,179.040
Administrative Analyst II Confidential Step 2	GR326	37.4450	6,490.467	77,885.600
Administrative Analyst II Confidential Step 3	GR326	39.3190	6,815.293	81,783.520
Administrative Analyst II Confidential Step 4	GR326	41.2810	7,155.373	85,864.480
Administrative Analyst II Confidential Step 5	GR326	43.3500	7,514.000	90,168.000
Administrative Analyst II Step 1	GR479	35.6630	6,181.587	74,179.040
Administrative Analyst II Step 2	GR479	37.4450	6,490.467	77,885.600
Administrative Analyst II Step 3	GR479	39.3190	6,815.293	81,783.520
Administrative Analyst II Step 4	GR479	41.2810	7,155.373	85,864.480
Administrative Analyst II Step 5	GR479	43.3500	7,514.000	90,168.000

Administrative Technician - Confidential Step 1	GR303	30.2180	5,237.787	62,853.440
Administrative Technician - Confidential Step 2	GR303	31.7310	5,500.040	66,000.480
Administrative Technician - Confidential Step 3	GR303	33.3170	5,774.947	69,299.360
Administrative Technician - Confidential Step 4	GR303	34.9810	6,063.373	72,760.480
Administrative Technician - Confidential Step 5	GR303	36.7310	6,366.707	76,400.480
Assessment-Recording Office Manager Step 1	GR158	29.3380	5,085.253	61,023.040
Assessment-Recording Office Manager Step 2	GR158	30.8040	5,339.360	64,072.320
Assessment-Recording Office Manager Step 3	GR158	32.3470	5,606.813	67,281.760
Assessment-Recording Office Manager Step 4	GR158	33.9590	5,886.227	70,634.720
Assessment-Recording Office Manager Step 5	GR158	35.6570	6,180.547	74,166.560
Assistant Assessor/Recorder Step 1	GR411	40.5930	7,036.120	84,433.440
Assistant Assessor/Recorder Step 2	GR411	42.6230	7,387.987	88,655.840
Assistant Assessor/Recorder Step 3	GR411	44.7510	7,756.840	93,082.080
Assistant Assessor/Recorder Step 4	GR411	46.9860	8,144.240	97,730.880
Assistant Assessor/Recorder Step 5	GR411	49.3380	8,551.920	102,623.040
Assistant Auditor Step 1	GR312	44.7520	7,757.013	93,084.160
Assistant Auditor Step 2	GR312	46.9890	8,144.760	97,737.120
Assistant Auditor Step 3	GR312	49.3380	8,551.920	102,623.040
Assistant Auditor Step 4	GR312	51.8050	8,979.533	107,754.400
Assistant Auditor Step 5	GR312	54.3960	9,428.640	113,143.680
Assistant County Counsel Step 1	GR319	62.3460	10,806.640	129,679.680
Assistant County Counsel Step 2	GR319	65.4640	11,347.093	136,165.120
Assistant County Counsel Step 3	GR319	68.7370	11,914.413	142,972.960
Assistant County Counsel Step 4	GR319	72.1740	12,510.160	150,121.920
Assistant County Counsel Step 5	GR319	75.7830	13,135.720	157,628.640
Assistant District Attorney Step 1	GR465	58.8990	10,209.160	122,509.920
Assistant District Attorney Step 2	GR465	61.8440	10,719.627	128,635.520
Assistant District Attorney Step 3	GR465	64.9350	11,255.400	135,064.800
Assistant District Attorney Step 4	GR465	68.1820	11,818.213	141,818.560
Assistant District Attorney Step 5	GR465	71.5920	12,409.280	148,911.360
Assistant Treasurer Tax Collector County Clerk Step 1	GR412	40.9530	7,098.520	85,182.240
Assistant Treasurer Tax Collector County Clerk Step 2	GR412	42.9980	7,452.987	89,435.840
Assistant Treasurer Tax Collector County Clerk Step 3	GR412	45.1450	7,825.133	93,901.600
Assistant Treasurer Tax Collector County Clerk Step 4	GR412	47.4060	8,217.040	98,604.480
Assistant Treasurer Tax Collector County Clerk Step 5	GR412	49.7750	8,627.667	103,532.000
Certified Law Clerk Step 1	GR483	31.4860	5,403.840	64,846.080
Certified Law Clerk Step 2	GR483	33.0610	5,688.280	68,259.360
Certified Law Clerk Step 3	GR483	34.7150	5,987.627	71,851.520
Certified Law Clerk Step 4	GR483	36.4520	6,302.747	75,632.960
Certified Law Clerk Step 5	GR483	38.2750	6,634.333	79,612.000
Chief Deputy County Clerk Step 1	GR446	41.0270	7,111.347	85,336.160
Chief Deputy County Clerk Step 2	GR446	43.0750	7,466.333	89,596.000

Chief Deputy County Clerk Step 3	GR446	45.2310	7,840.040	94,080.480
Chief Deputy County Clerk Step 4	GR446	47.4890	8,231.427	98,777.120
Chief Deputy County Clerk Step 5	GR446	49.8680	8,643.787	103,725.440
Chief Deputy Treasurer/Tax Collector Step 1	GR445	35.6630	6,181.587	74,179.040
Chief Deputy Treasurer/Tax Collector Step 2	GR445	37.4450	6,490.467	77,885.600
Chief Deputy Treasurer/Tax Collector Step 3	GR445	39.3190	6,815.293	81,783.520
Chief Deputy Treasurer/Tax Collector Step 4	GR445	41.2810	7,155.373	85,864.480
Chief Deputy Treasurer/Tax Collector Step 5	GR445	43.3500	7,514.000	90,168.000
Child Support Supervisor Step 1	GR456	32.6840	5,665.227	67,982.720
Child Support Supervisor Step 2	GR456	34.3200	5,948.800	71,385.600
Child Support Supervisor Step 3	GR456	36.0340	6,245.893	74,950.720
Child Support Supervisor Step 4	GR456	37.8350	6,558.067	78,696.800
Child Support Supervisor Step 5	GR456	39.7280	6,886.187	82,634.240
County Engineer Step 1	GR452	56.1690	9,735.960	116,831.520
County Engineer Step 2	GR452	58.9790	10,223.027	122,676.320
County Engineer Step 3	GR452	61.9280	10,734.187	128,810.240
County Engineer Step 4	GR452	65.0250	11,271.000	135,252.000
County Engineer Step 5	GR452	68.2730	11,833.987	142,007.840
County Surveyor Step 1	GR432	50.9660	8,834.107	106,009.280
County Surveyor Step 2	GR432	53.5140	9,275.760	111,309.120
County Surveyor Step 3	GR432	56.1900	9,739.600	116,875.200
County Surveyor Step 4	GR432	58.9970	10,226.147	122,713.760
County Surveyor Step 5	GR432	61.9470	10,737.480	128,849.760
Deputy Agriculture Commissioner/Sealer Step 1	GR436	43.9870	7,624.413	91,492.960
Deputy Agriculture Commissioner/Sealer Step 2	GR436	46.1890	8,006.093	96,073.120
Deputy Agriculture Commissioner/Sealer Step 3	GR436	48.4960	8,405.973	100,871.680
Deputy Agriculture Commissioner/Sealer Step 4	GR436	50.9220	8,826.480	105,917.760
Deputy Agriculture Commissioner/Sealer Step 5	GR436	53.4690	9,267.960	111,215.520
Deputy Clerk of the Board I Step 1	GR327	22.0380	3,819.920	45,839.040
Deputy Clerk of the Board I Step 2	GR327	23.1430	4,011.453	48,137.440
Deputy Clerk of the Board I Step 3	GR327	24.2980	4,211.653	50,539.840
Deputy Clerk of the Board I Step 4	GR327	25.5140	4,422.427	53,069.120
Deputy Clerk of the Board I Step 5	GR327	26.7880	4,643.253	55,719.040
Deputy Clerk of the Board II Step 1	GR327	25.3230	4,389.320	52,671.840
Deputy Clerk of the Board II Step 2	GR327	26.5870	4,608.413	55,300.960
Deputy Clerk of the Board II Step 3	GR327	27.9200	4,839.467	58,073.600
Deputy Clerk of the Board II Step 4	GR327	29.3140	5,081.093	60,973.120
Deputy Clerk of the Board II Step 5	GR327	30.7810	5,335.373	64,024.480
Deputy Director of Administrative Services Step 1	GR476	49.9210	8,652.973	103,835.680
Deputy Director of Administrative Services Step 2	GR476	52.4190	9,085.960	109,031.520
Deputy Director of Administrative Services Step 3	GR476	55.0400	9,540.267	114,483.200
Deputy Director of Administrative Services Step 4	GR476	57.7900	10,016.933	120,203.200

Deputy Director of Administrative Services Step 5	GR476	60.6810	10,518.040	126,216.480
Deputy Director of Adult/Aging Step 1	GR474	49.9210	8,652.973	103,835.680
Deputy Director of Adult/Aging Step 2	GR474	52.4190	9,085.960	109,031.520
Deputy Director of Adult/Aging Step 3	GR474	55.0400	9,540.267	114,483.200
Deputy Director of Adult/Aging Step 4	GR474	57.7900	10,016.933	120,203.200
Deputy Director of Adult/Aging Step 5	GR474	60.6810	10,518.040	126,216.480
Deputy Director Of Behavioral Health Step 1	GR475	49.9210	8,652.973	103,835.680
Deputy Director Of Behavioral Health Step 2	GR475	52.4190	9,085.960	109,031.520
Deputy Director Of Behavioral Health Step 3	GR475	55.0400	9,540.267	114,483.200
Deputy Director Of Behavioral Health Step 4	GR475	57.7900	10,016.933	120,203.200
Deputy Director Of Behavioral Health Step 5	GR475	60.6810	10,518.040	126,216.480
Deputy Director of Public Assistance Step 1	GR473	49.9210	8,652.973	103,835.680
Deputy Director of Public Assistance Step 2	GR473	52.4190	9,085.960	109,031.520
Deputy Director of Public Assistance Step 3	GR473	55.0400	9,540.267	114,483.200
Deputy Director of Public Assistance Step 4	GR473	57.7900	10,016.933	120,203.200
Deputy Director of Public Assistance Step 5	GR473	60.6810	10,518.040	126,216.480
Deputy Director of Public Health Step 1	GR472	49.9210	8,652.973	103,835.680
Deputy Director of Public Health Step 2	GR472	52.4190	9,085.960	109,031.520
Deputy Director of Public Health Step 3	GR472	55.0400	9,540.267	114,483.200
Deputy Director of Public Health Step 4	GR472	57.7900	10,016.933	120,203.200
Deputy Director of Public Health Step 5	GR472	60.6810	10,518.040	126,216.480
Deputy Director of Public Works Step 1	GR453	55.2030	9,568.520	114,822.240
Deputy Director of Public Works Step 2	GR453	57.9620	10,046.747	120,560.960
Deputy Director of Public Works Step 3	GR453	60.8590	10,548.893	126,586.720
Deputy Director of Public Works Step 4	GR453	63.9030	11,076.520	132,918.240
Deputy Director of Public Works Step 5	GR453	67.0970	11,630.147	139,561.760
Deputy District Attorney I Step 1	GR480	40.2900	6,983.600	83,803.200
Deputy District Attorney I Step 2	GR480	42.3030	7,332.520	87,990.240
Deputy District Attorney I Step 3	GR480	44.4180	7,699.120	92,389.440
Deputy District Attorney I Step 4	GR480	46.6390	8,084.093	97,009.120
Deputy District Attorney I Step 5	GR480	48.9710	8,488.307	101,859.680
Deputy District Attorney II Step 1	GR480	46.5330	8,065.720	96,788.640
Deputy District Attorney II Step 2	GR480	48.8590	8,468.893	101,626.720
Deputy District Attorney II Step 3	GR480	51.3030	8,892.520	106,710.240
Deputy District Attorney II Step 4	GR480	53.8660	9,336.773	112,041.280
Deputy District Attorney II Step 5	GR480	56.5600	9,803.733	117,644.800
Deputy District Attorney III Step 1	GR429	55.1170	9,553.613	114,643.360
Deputy District Attorney III Step 2	GR429	57.8740	10,031.493	120,377.920
Deputy District Attorney III Step 3	GR429	60.7690	10,533.293	126,399.520
Deputy District Attorney III Step 4	GR429	63.8070	11,059.880	132,718.560
Deputy District Attorney III Step 5	GR429	66.9980	11,612.987	139,355.840

Deputy Planning Director Step 1	GR425	48.6070	8,425.213	101,102.560
Deputy Planning Director Step 2	GR425	51.0360	8,846.240	106,154.880
Deputy Planning Director Step 3	GR425	53.5870	9,288.413	111,460.960
Deputy Planning Director Step 4	GR425	56.2670	9,752.947	117,035.360
Deputy Planning Director Step 5	GR425	59.0800	10,240.533	122,886.400
Division Director of Administrative Services Step 1	GR471	56.4830	9,790.387	117,484.640
Division Director of Administrative Services Step 2	GR471	59.3090	10,280.227	123,362.720
Division Director of Administrative Services Step 3	GR471	62.2730	10,793.987	129,527.840
Division Director of Administrative Services Step 4	GR471	65.3850	11,333.400	136,000.800
Division Director of Administrative Services Step 5	GR471	68.6560	11,900.373	142,804.480
Division Director Of Health Services Step 1	GR469	56.4830	9,790.387	117,484.640
Division Director Of Health Services Step 2	GR469	59.3090	10,280.227	123,362.720
Division Director Of Health Services Step 3	GR469	62.2730	10,793.987	129,527.840
Division Director Of Health Services Step 4	GR469	65.3850	11,333.400	136,000.800
Division Director Of Health Services Step 5	GR469	68.6560	11,900.373	142,804.480
Division Director of Human Services Step 1	GR470	56.4830	9,790.387	117,484.640
Division Director of Human Services Step 2	GR470	59.3090	10,280.227	123,362.720
Division Director of Human Services Step 3	GR470	62.2730	10,793.987	129,527.840
Division Director of Human Services Step 4	GR470	65.3850	11,333.400	136,000.800
Division Director of Human Services Step 5	GR470	68.6560	11,900.373	142,804.480
Environmental Health Manager Step 1	GR444	47.3050	8,199.533	98,394.400
Environmental Health Manager Step 2	GR444	49.6670	8,608.947	103,307.360
Environmental Health Manager Step 3	GR444	52.1510	9,039.507	108,474.080
Environmental Health Manager Step 4	GR444	54.7570	9,491.213	113,894.560
Environmental Health Manager Step 5	GR444	57.4960	9,965.973	119,591.680
Executive Assistant - Confidential Step 1	GR304	29.5230	5,117.320	61,407.840
Executive Assistant - Confidential Step 2	GR304	31.0020	5,373.680	64,484.160
Executive Assistant - Confidential Step 3	GR304	32.5500	5,642.000	67,704.000
Executive Assistant - Confidential Step 4	GR304	34.1780	5,924.187	71,090.240
Executive Assistant - Confidential Step 5	GR304	35.8880	6,220.587	74,647.040
Facilities and Recreation Services Manager Step 1	GR450	44.3160	7,681.440	92,177.280
Facilities and Recreation Services Manager Step 2	GR450	46.5350	8,066.067	96,792.800
Facilities and Recreation Services Manager Step 3	GR450	48.8620	8,469.413	101,632.960
Facilities and Recreation Services Manager Step 4	GR450	51.3030	8,892.520	106,710.240
Facilities and Recreation Services Manager Step 5	GR450	53.8670	9,336.947	112,043.360
Fiscal Officer II Step 1	GR437	44.7520	7,757.013	93,084.160
Fiscal Officer II Step 2	GR437	46.9890	8,144.760	97,737.120
Fiscal Officer II Step 3	GR437	49.3380	8,551.920	102,623.040
Fiscal Officer II Step 4	GR437	51.8050	8,979.533	107,754.400
Fiscal Officer II Step 5	GR437	54.3960	9,428.640	113,143.680
Fleet Manager Step 1	GR414	37.4890	6,498.093	77,977.120
Fleet Manager Step 2	GR414	39.3610	6,822.573	81,870.880

Fleet Manager Step 3	GR414	41.3330	7,164.387	85,972.640
Fleet Manager Step 4	GR414	43.3970	7,522.147	90,265.760
Fleet Manager Step 5	GR414	45.5690	7,898.627	94,783.520
Legal Executive Assistant - Confidential Step 1	GR313	31.7380	5,501.253	66,015.040
Legal Executive Assistant - Confidential Step 2	GR313	33.3250	5,776.333	69,316.000
Legal Executive Assistant - Confidential Step 3	GR313	34.9920	6,065.280	72,783.360
Legal Executive Assistant - Confidential Step 4	GR313	36.7420	6,368.613	76,423.360
Legal Executive Assistant - Confidential Step 5	GR313	38.5770	6,686.680	80,240.160
Legal Executive Assistant Step 1	GR454	31.7380	5,501.253	66,015.040
Legal Executive Assistant Step 2	GR454	33.3250	5,776.333	69,316.000
Legal Executive Assistant Step 3	GR454	34.9920	6,065.280	72,783.360
Legal Executive Assistant Step 4	GR454	36.7420	6,368.613	76,423.360
Legal Executive Assistant Step 5	GR454	38.5770	6,686.680	80,240.160
Legal Secretary I - Confidential Step 1	GR829	20.6920	3,586.613	43,039.360
Legal Secretary I - Confidential Step 2	GR829	21.7230	3,765.320	45,183.840
Legal Secretary I - Confidential Step 3	GR829	22.8100	3,953.733	47,444.800
Legal Secretary I - Confidential Step 4	GR829	23.9530	4,151.853	49,822.240
Legal Secretary I - Confidential Step 5	GR829	25.1450	4,358.467	52,301.600
Legal Secretary II - Confidential Step 1	GR829	21.7470	3,769.480	45,233.760
Legal Secretary II - Confidential Step 2	GR829	22.8360	3,958.240	47,498.880
Legal Secretary II - Confidential Step 3	GR829	23.9740	4,155.493	49,865.920
Legal Secretary II - Confidential Step 4	GR829	25.1750	4,363.667	52,364.000
Legal Secretary II - Confidential Step 5	GR829	26.4370	4,582.413	54,988.960
Nurse Practitioner Step 1	GR468	55.0180	9,536.453	114,437.440
Nurse Practitioner Step 2	GR468	57.7690	10,013.293	120,159.520
Nurse Practitioner Step 3	GR468	60.6570	10,513.880	126,166.560
Nurse Practitioner Step 4	GR468	63.6890	11,039.427	132,473.120
Nurse Practitioner Step 5	GR468	66.8740	11,591.493	139,097.920
Parks and Recreation Manager Step 1	GR408	35.6630	6,181.587	74,179.040
Parks and Recreation Manager Step 2	GR408	37.4450	6,490.467	77,885.600
Parks and Recreation Manager Step 3	GR408	39.3190	6,815.293	81,783.520
Parks and Recreation Manager Step 4	GR408	41.2820	7,155.547	85,866.560
Parks and Recreation Manager Step 5	GR408	43.3500	7,514.000	90,168.000
Payroll Specialist I Step 1	GR831	28.9840	5,023.893	60,286.720
Payroll Specialist I Step 2	GR831	30.4340	5,275.227	63,302.720
Payroll Specialist I Step 3	GR831	31.9540	5,538.693	66,464.320
Payroll Specialist I Step 4	GR831	33.5520	5,815.680	69,788.160
Payroll Specialist I Step 5	GR831	35.2290	6,106.360	73,276.320
Payroll Specialist II Step 1	GR831	31.8810	5,526.040	66,312.480
Payroll Specialist II Step 2	GR831	33.4740	5,802.160	69,625.920
Payroll Specialist II Step 3	GR831	35.1480	6,092.320	73,107.840
Payroll Specialist II Step 4	GR831	36.9050	6,396.867	76,762.400

Payroll Specialist II Step 5	GR831	38.7510	6,716.840	80,602.080
Program Administrator / ASOC Step 1	GR478	47.9480	8,310.987	99,731.840
Program Administrator / ASOC Step 2	GR478	50.3450	8,726.467	104,717.600
Program Administrator / ASOC Step 3	GR478	52.8620	9,162.747	109,952.960
Program Administrator / ASOC Step 4	GR478	55.5060	9,621.040	115,452.480
Program Administrator / ASOC Step 5	GR478	58.2810	10,102.040	121,224.480
Program Administrator / CSOC Step 1	GR477	47.9480	8,310.987	99,731.840
Program Administrator / CSOC Step 2	GR477	50.3450	8,726.467	104,717.600
Program Administrator / CSOC Step 3	GR477	52.8620	9,162.747	109,952.960
Program Administrator / CSOC Step 4	GR477	55.5060	9,621.040	115,452.480
Program Administrator / CSOC Step 5	GR477	58.2810	10,102.040	121,224.480
Program Manager Step 1	GR404	33.4990	5,806.493	69,677.920
Program Manager Step 2	GR404	35.1740	6,096.827	73,161.920
Program Manager Step 3	GR404	36.9310	6,401.373	76,816.480
Program Manager Step 4	GR404	38.7850	6,722.733	80,672.800
Program Manager Step 5	GR404	40.7190	7,057.960	84,695.520
Psychiatric Mental Health Nurse Practitioner Step 1	GR455	85.3790	14,799.027	177,588.320
Psychiatric Mental Health Nurse Practitioner Step 2	GR455	89.6490	15,539.160	186,469.920
Psychiatric Mental Health Nurse Practitioner Step 3	GR455	94.1300	16,315.867	195,790.400
Psychiatric Mental Health Nurse Practitioner Step 4	GR455	98.8380	17,131.920	205,583.040
Psychiatric Mental Health Nurse Practitioner Step 5	GR455	103.7770	17,988.013	215,856.160
Public Health Educator Step 1	GR420	44.3560	7,688.373	92,260.480
Public Health Educator Step 2	GR420	46.5750	8,073.000	96,876.000
Public Health Educator Step 3	GR420	48.9030	8,476.520	101,718.240
Public Health Educator Step 4	GR420	51.3490	8,900.493	106,805.920
Public Health Educator Step 5	GR420	53.9140	9,345.093	112,141.120
Public Health Nurse Manager Step 1	GR442	55.1160	9,553.440	114,641.280
Public Health Nurse Manager Step 2	GR442	57.8740	10,031.493	120,377.920
Public Health Nurse Manager Step 3	GR442	60.7650	10,532.600	126,391.200
Public Health Nurse Manager Step 4	GR442	63.8030	11,059.187	132,710.240
Public Health Nurse Manager Step 5	GR442	66.9890	11,611.427	139,337.120
Public Works Superintendent Step 1	GR466	37.8670	6,563.613	78,763.360
Public Works Superintendent Step 2	GR466	39.7570	6,891.213	82,694.560
Public Works Superintendent Step 3	GR466	41.7420	7,235.280	86,823.360
Public Works Superintendent Step 4	GR466	43.8320	7,597.547	91,170.560
Public Works Superintendent Step 5	GR466	46.0210	7,976.973	95,723.680
Roads and Bridges Manager Step 1	GR467	44.3160	7,681.440	92,177.280
Roads and Bridges Manager Step 2	GR467	46.5350	8,066.067	96,792.800
Roads and Bridges Manager Step 3	GR467	48.8610	8,469.240	101,630.880
Roads and Bridges Manager Step 4	GR467	51.3030	8,892.520	106,710.240
Roads and Bridges Manager Step 5	GR467	53.8680	9,337.120	112,045.440

Senior Administrative Analyst - Confidential Step 1	GR317	39.5020	6,847.013	82,164.160
Senior Administrative Analyst - Confidential Step 2	GR317	41.4770	7,189.347	86,272.160
Senior Administrative Analyst - Confidential Step 3	GR317	43.5490	7,548.493	90,581.920
Senior Administrative Analyst - Confidential Step 4	GR317	45.7260	7,925.840	95,110.080
Senior Administrative Analyst - Confidential Step 5	GR317	48.0140	8,322.427	99,869.120
Senior Administrative Analyst Step 1	GR459	39.5020	6,847.013	82,164.160
Senior Administrative Analyst Step 2	GR459	41.4770	7,189.347	86,272.160
Senior Administrative Analyst Step 3	GR459	43.5490	7,548.493	90,581.920
Senior Administrative Analyst Step 4	GR459	45.7260	7,925.840	95,110.080
Senior Administrative Analyst Step 5	GR459	48.0140	8,322.427	99,869.120
Senior Civil Engineer Step 1	GR433	51.0920	8,855.947	106,271.360
Senior Civil Engineer Step 2	GR433	53.6450	9,298.467	111,581.600
Senior Civil Engineer Step 3	GR433	56.3280	9,763.520	117,162.240
Senior Civil Engineer Step 4	GR433	59.1440	10,251.627	123,019.520
Senior Civil Engineer Step 5	GR433	62.1010	10,764.173	129,170.080
Senior Environmental Health Specialist Step 1	GR443	43.0010	7,453.507	89,442.080
Senior Environmental Health Specialist Step 2	GR443	45.1520	7,826.347	93,916.160
Senior Environmental Health Specialist Step 3	GR443	47.4070	8,217.213	98,606.560
Senior Environmental Health Specialist Step 4	GR443	49.7830	8,629.053	103,548.640
Senior Environmental Health Specialist Step 5	GR443	52.2660	9,059.440	108,713.280
Senior Office Assistant - Confidential Step 1	GR314	21.3180	3,695.120	44,341.440
Senior Office Assistant - Confidential Step 2	GR314	22.3830	3,879.720	46,556.640
Senior Office Assistant - Confidential Step 3	GR314	23.5050	4,074.200	48,890.400
Senior Office Assistant - Confidential Step 4	GR314	24.6780	4,277.520	51,330.240
Senior Office Assistant - Confidential Step 5	GR314	25.9140	4,491.760	53,901.120
Senior Plan Checker/Inspector Step 1	GR482	44.4680	7,707.787	92,493.440
Senior Plan Checker/Inspector Step 2	GR482	46.6910	8,093.107	97,117.280
Senior Plan Checker/Inspector Step 3	GR482	49.0260	8,497.840	101,974.080
Senior Plan Checker/Inspector Step 4	GR482	51.4770	8,922.680	107,072.160
Senior Plan Checker/Inspector Step 5	GR482	54.0510	9,368.840	112,426.080
Senior Planner Step 1	GR423	41.8410	7,252.440	87,029.280
Senior Planner Step 2	GR423	43.9350	7,615.400	91,384.800
Senior Planner Step 3	GR423	46.1320	7,996.213	95,954.560
Senior Planner Step 4	GR423	48.4410	8,396.440	100,757.280
Senior Planner Step 5	GR423	50.8580	8,815.387	105,784.640
Social Worker Supervisor I Step 1	GR481	35.6630	6,181.587	74,179.040
Social Worker Supervisor I Step 2	GR481	37.4450	6,490.467	77,885.600
Social Worker Supervisor I Step 3	GR481	39.3190	6,815.293	81,783.520
Social Worker Supervisor I Step 4	GR481	41.2810	7,155.373	85,864.480
Social Worker Supervisor I Step 5	GR481	43.3500	7,514.000	90,168.000
Social Worker Supervisor II Step 1	GR481	41.8410	7,252.440	87,029.280
Social Worker Supervisor II Step 2	GR481	43.9350	7,615.400	91,384.800

Social Worker Supervisor II Step 3	GR481	46.1320	7,996.213	95,954.560
Social Worker Supervisor II Step 4	GR481	48.4410	8,396.440	100,757.280
Social Worker Supervisor II Step 5	GR481	50.8580	8,815.387	105,784.640
Solid Waste/Recycling Manager Step 1	GR418	44.3160	7,681.440	92,177.280
Solid Waste/Recycling Manager Step 2	GR418	46.5350	8,066.067	96,792.800
Solid Waste/Recycling Manager Step 3	GR418	48.8610	8,469.240	101,630.880
Solid Waste/Recycling Manager Step 4	GR418	51.3030	8,892.520	106,710.240
Solid Waste/Recycling Manager Step 5	GR418	53.8670	9,336.947	112,043.360
Technical Services Manager Step 1	GR416	46.7700	8,106.800	97,281.600
Technical Services Manager Step 2	GR416	49.1090	8,512.227	102,146.720
Technical Services Manager Step 3	GR416	51.5640	8,937.760	107,253.120
Technical Services Manager Step 4	GR416	54.1410	9,384.440	112,613.280
Technical Services Manager Step 5	GR416	56.8490	9,853.827	118,245.920
Utilities Manager Step 1	GR451	37.4890	6,498.093	77,977.120
Utilities Manager Step 2	GR451	39.3610	6,822.573	81,870.880
Utilities Manager Step 3	GR451	41.3330	7,164.387	85,972.640
Utilities Manager Step 4	GR451	43.3980	7,522.320	90,267.840
Utilities Manager Step 5	GR451	45.5690	7,898.627	94,783.520
Victim Witness Coordinator Step 1	GR400	29.5230	5,117.320	61,407.840
Victim Witness Coordinator Step 2	GR400	30.9970	5,372.813	64,473.760
Victim Witness Coordinator Step 3	GR400	32.5480	5,641.653	67,699.840
Victim Witness Coordinator Step 4	GR400	34.1760	5,923.840	71,086.080
Victim Witness Coordinator Step 5	GR400	35.8870	6,220.413	74,644.960

APPENDIX B
Alternate Work Schedules

1. **Assessor's Office**: 4/10 schedule for appraisers as approved by the Assessor from time-to-time.[1]

2. **Child Support Services Office:** 4/10 schedule for Child Support Services' staff personnel as assigned from time-to-time (93-485). Amended to 9/80 schedule for one employee (98-405).

3. **Health and Human Services Agency**:
   a. 9/80 schedule for certain employees as approved by immediate supervisor and the department head.[2]
   b. 9/80 schedule for office staff assigned to Housing Authority functions (94-378).
   c. 4/10 schedule for staff person of Public Guardian/Conservator's Office (00-18).
   d. 4/10 schedule for certain employees in Children's System of Care and Child Welfare, Community Action, and Housing Authority, when needed and as approved by the department head (01-305).
   e. Public Health Educator work schedule – Four/9 hour days and one/4 hour day. (13-395).
   f. 4/10 schedule for Administrative Analyst staff (14-578)
   g. Sr. Supervising Environmental Health Specialist- - Choose between traditional 5/8, or alternative 9/80 or 4/10 work.

4. **Planning and Building:** 9/80 schedule may be assigned from time-to-time to certain employees as approved by the department head (96-23).

5. **Public Works:**
   8:00 a.m. to 4:30 p.m. M-F with 4/10 and 9/80 schedules and associated start/stop time variations assigned to specific employees from time to time as approved by the Department Head. (17-40).

Pursuant to Section 8.1.2.2, this schedule may be updated from time-to-time as amended and approved by the Board of Supervisors.

(1) Established prior to County policy requiring Board of Supervisors' approval of alternate work schedules.

(2) B/S 92-279 permitted 9/80 schedules for this department. Additional resolutions are required as positions are entered into alternate work schedules.

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MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-385

MEETING: September 3, 2024

TO: The Board of Supervisors

FROM: Joe Lynch, County Administrative Officer

RE: Approve a Two-Year Memorandum of Understanding (MOU) with the Service Employees International Union Local 521 (SEIU), Effective November 1, 2023; Upon Approval, Remove the Text "Proposed" from *Appendix A*, Thereby Causing *Appendix A* to be Active until Superseded; Authorize the Board of Supervisors Chair to Sign the MOU; Authorize the Auditor to Increase Appropriations to Each Affected Budget Unit to Implement the Provisions of the MOU; and Authorize the Board of Supervisors Chair to Sign the Side Letter to Transition to Biweekly Payroll

---

RECOMMENDATION AND JUSTIFICATION

Approve a Two-Year Memorandum of Understanding (MOU) with the Service Employees International Union Local 521 (SEIU), Effective November 1, 2023; Upon Approval, Remove the Text "Proposed" from Appendix A, Thereby Causing Appendix A to be Active until Superseded; Authorize the Board of Supervisors Chair to Sign the MOU; Authorize the Auditor to Increase Appropriations to Each Affected Budget Unit to Implement the Provisions of the MOU; and Authorize the Board of Supervisors Chair to Sign the Side Letter to Transition to Biweekly Payroll

The term of the MOU is from November 1, 2023, through October 31, 2025. Pursuant to Article 20, “Duration” of the previous MOU, the Parties have met and conferred and have agreed to enter into this MOU. Although many revisions occurred from the last MOU, the following are noteworthy and/or of financial significance. The items listed below are not inclusive of all revisions.

(Revised - Cost of Living Adjustment effective immediately 2.75% and subsequent adjustments based on the formula listed)

6.1.1 - Wage Increase

Two and three-quarter percent (2.75%) effective November 1, 2023.
Salary increase for year 2 of the MOU, which will be effective November 1, 2024, will be at least two and three-quarter percent (2.75%) and not more than four and one-quarter percent (4.25%). The actual amount of the increase that year within 2.75% and 4.25% will be determined by the lesser amount of the two following calculations:

- The 12-month change in the San Francisco Area Annual Consumer Price Index for all Urban Consumers (CPI-U) issued by the Bureau of Labor Statistics as reported in August of 2024.
- The actual percentage of growth in the County’s General Purpose Revenue between Fiscal Years 2022-23 and 2023-24 for Year 2 salary adjustment.

(Scheduled transition to Biweekly Payroll)
6.2.1 - Schedule of Payments.
Summary: Only for the term of this agreement shall employees be paid on the last working day of each calendar month. Contingent on implementation occurring Countywide, the transition from existing monthly payroll schedule to a biweekly payroll schedule as specified in attached side letter.

(Increased)
6.3.9.1 Work Boot
Increased $75 to a total of One Hundred and Fifty Dollars ($150.00) effective August 1, 2024

(increased)
Section 6.3.9.2 - Brushing Crew Boots.
Increased $50 to a total of not expected to exceed $150 effective August 1, 2024).

(Added)
6.3.13 – Training Premium.
Effective August 1, 2024, employees assigned in writing by their department head or designee to perform training functions shall receive an additional five percent (5%) of their base pay while actually performing these assigned training duties. The written assignment must specify the training to be administered, as well as the start and end dates. Continuous training assignments are not permitted.

(Added)
6.3.14 – Bilingual Pay.
Effective August 1, 2024, employees are eligible for bilingual pay provided that they have successfully demonstrated proficiency in Spanish by passing a County-administered or approved language proficiency examination and whose duties include routine interaction with the Spanish-speaking public as recognized by the CAO in consultation with the Department Head and Human Resources. Bilingual pay is $65 per month. The County will implement an appropriate testing process for employees to demonstrate proficiency as soon as administratively practicable. To qualify for this pay, employees must be in positions recognized by the County as frequently interfacing with Spanish-speaking customers. This stipend will end upon the employee's duties changing to where they are no longer recognized by the Department Head in consultation with Human Resources to be interactive with the Spanish-speaking public.

(Revised - Increase in Flexible Benefit Allowance)
6.4.1.6 – Flexible Benefit Allowance.
The Flexible Benefit Allowance rates for employees, both participants and non-participants in the County's insurance benefits program will be retroactively increased as of December 1, 2023. The rates have been adjusted from $338.00 to $454.81 for participants, and from $422.00 to $500.00 for non-participants. Starting December 1, 2024, the participant rate will further increase to $517.08, while the non-participant rate will remain at $500.00.

(Added)
Effective January 1, 2024, the following modifications are made to the Flexible Benefit Allowance as outlined in Section 6.4.1.6:

1. Discontinuation of Non-Participant Rate for New Members: Commencing the first pay period following Board of Supervisor approval of the new MOU, the non-participant rate in the Flexible Benefit Allowance will no longer be available to new employees who do not elect to participate in the County's medical insurance benefits program.

2. Grandfather Provision for Current Non-Participants: Existing employees as of the date the Board of Supervisors approves the new MOU September 3rd, 2024, who are receiving the non-participant rate, will continue to do so under the grandfather clause. This rate shall be maintained at $500.00 and remain in effect until they choose to participate in the County's insurance benefits program, or upon their separation from County service, whether voluntary or involuntary.

3. Forfeiture of Grandfathered Rate upon Change in Status: If a grandfathered non-participant elects to participate in the County's insurance benefits program or experiences a separation from County service, they forfeit the right to revert to the grandfathered non-participant rate in the future. This means that upon any such change, if the employee later becomes a non-participant in the County's insurance benefits program again, they will not be eligible for the previously grandfathered rate. Grandfathered employees who undergo a temporary interruption in service (e.g., leave of absence) but do not elect to participate in the County's insurance benefits program during or prior to the interruption, will retain their eligibility for the grandfathered non-participant rate upon return to service.

4. Administration and Compliance: All provisions of this amendment shall be administered in line with the County's Section 125 Plan. Employees are required to comply with the prescribed election procedures of the Plan.

(Revised - Underlined text was revised / Increased)

6.4.5 - Longevity Pay.

6.4.5.2

Effective January 1, 2020, for all regular employees hired on or after July 1, 1996, longevity shall be granted as follows:

6.4.5.2.1

For ten (10) years of continuous services, an additional annual Six Hundred Dollars ($600.00) will be paid to the employee, which effective August 1, 2024 shall be increased $30 to a total of Six Hundred and Thirty Dollars ($630.00).

6.4.5.2.2

For fifteen (15) years of continuous services, an additional Eight Hundred and Fifty Dollars ($850.00) will be paid to the employee, which effective August 1, 2024 shall be increased $43 to a total of Eight Hundred Ninety-Three Dollars ($893.00).

6.4.5.2.3

For twenty (20) years of continuous services, an additional One Thousand One Hundred Dollars ($1,100.00) will be paid to the employee, which effective August 1, 2024 shall be increased $55 to a total of One Thousand One Hundred and Fifty-Five Dollars ($1,155.00).

6.4.5.2.4

For twenty-five (25) years of continuous services, an additional One Thousand Five Hundred Dollars ($1,500.00) will be paid to the employee, which effective August 1, 2024 shall be increased $75 to a total of One Thousand Five Hundred Seventy-Five Dollars ($1,575.00).

(Revised - Modified hours of which count toward overtime; underlined text is updated.)

8.1.5 – Contract Overtime.

Employees in the non-exempt classifications listed above, shall be paid overtime for the time worked in excess of forty (40) hours per work week at the rate of time and one half the employee's base hourly rate as set forth in the County's salary schedule, attached to this MOU as Appendix A. In lieu of receiving contract overtime pay, Employees shall be entitled to elect at the time the overtime is worked to receive compensatory time off at the rate of time and one half. Employees electing to take compensatory time off must take that time off within six months of the end of the month in which the time was accrued, or the time will be paid at the time of payment of the next payroll at the rate of time and one half the employee's base hourly rate. The right to elect to receive compensatory time off is limited to contract overtime as defined in this subsection. Vacation and sick leave hours will be counted toward to the definition of hours worked for overtime purposes. Effective August 1, 2024, vacation, holiday, and sick leave hours will be counted toward to the definition of hours worked for overtime purposes.

(Revised and increased the number of meetings from two to four, updated text is underlined.)

Section 8.2 - Schedule Changes

Effective August 1, 2024, the County will properly notify the Union of any proposed schedule changes and provide a written proposal prior to or during the parties' first meeting. This proposal will include the specific schedule change and a summary explanation of the rationale for the change.

If, after four meetings or 30 calendar days from the initial meeting, whichever comes first, the parties are unable to reach an agreement, the Union shall have 15 calendar days to request a review of the schedule change by the Board of Supervisors. Failure by the Union to request review by the Board of Supervisors within the 15-day period will constitute waiver of the review request right. The decision of the Board of Supervisors will be final and binding on both parties.

(Removed - "Sunset" text)

8.3.2 - Vacation Accrual and Cash Out.

Removed language which sunset on November 1, 2020.

(Revision - revised to include a designated person, and more closely match California Labor code.)

8.3.3 - Sick Leave

(Retained)

Employees shall be entitled to cumulative sick leave with pay at the rate of ten (10) hours per month. Department heads shall permit sick leave earned to be used for medical and dental office calls when it is necessary for the employee to be absent during working hours for this purpose. If an employee is absent because of illness or injury for four (4) or more successive days and/or the employee's absences are reflecting a pattern suggesting abuse of sick leave, the department head may request a doctor's verification of illness.

(Removed)

~~Sick leave may be used by an employee when an illness or injury of an immediate family member (husband, wife, or child, parent and/or grandparent) is serious enough to require the employee to be absent from duty to care for such person. Such leave for this purpose shall not exceed ten (10) working days per calendar year and requires authorization by the department head.~~

(Replaced)

Sick leave may be used by an employee for the following purposes:

a. Diagnosis, care, or treatment of an existing health condition of, or preventative care for the employee themselves or a close family member;

b. To remain in paid status during bereavement leave as described in Section 8.3.4; or

c. For any other purpose described in California Labor Code section 246.5.

For purposes of this section "close family member" means any of the following: an employee's child (regardless of age or dependency status); a parent; a parent-in-law; a spouse; a registered domestic partner; a grandparent; a grandchildren; or a sibling; or another designated person identified by the employee at or before the time the employee requests sick leave. An employee may identify only one designated person in a 12-month period.

(Revised - to clarify bereavement leave)

<u>8.3.4 - Bereavement Leave</u>

(Removed)

~~Employees will be allowed five (5) days per calendar year for bereavement leave in the event of a death of an immediate family member. Employees will accrue each calendar year three (3) days of bereavement leave. The remaining two (2) days will be drawn from the employee's existing sick leave accrual. The three (3) day bereavement leave accrual will not be carried over from one calendar year to the next. If bereavement leave beyond the five (5) days in any one calendar year is requested and approved, the additional bereavement leave time will be drawn from the employee's vacation leave or compensatory time.~~

(Replaced)

In the event of a death of an immediate family member (spouse, child, parent, sibling, grandparent, grandchild, registered domestic partner, or parent-in-law), employees will be allowed up to five (5) days of bereavement leave following the death. Bereavement leave need not be taken on consecutive days, but must be taken within three months after the death, after which any unused leave is forfeited. The first three (3) days of bereavement leave taken in a given calendar year will

be provided as paid leave. For further leave, employees may draw from their existing and available leave accruals to remain in paid status. The three (3) day paid bereavement leave accrual does not carry over from one calendar year to the next.

Employees may request additional bereavement leave beyond the five (5) days for a given death. Additional leave is not guaranteed but subject to department head approval. If approved, the additional bereavement leave time will be drawn from the employee's vacation leave or compensatory time.

(Relocated - Leave to seek office text to Leave without pay section 8.3.13)
8.3.7 Leave to Seek Office
~~An employee covered by this Memorandum of Understanding, who in a manner prescribed by law declares himself/herself as a candidate for elective office, shall be entitled to a leave of absence without pay for a period not to exceed three (3) months immediately prior to the day of election for which the employee is on the ballot. Prior to exercising said leave the employee must notify his/her department head in writing of intent to exercise leave and the dates for said leave. The department head shall immediately notify the Human Resources Office of the employee's intent to exercise said leave.~~

(Revised - Updated to be more realistic.)
8.3.8 - Military Leave
This request shall be submitted ~~not less than fifteen (15) days~~ as soon as possible prior to the effective leave date unless an emergency arises preventing this.

(Clarified - I added underlined text to clarify direction for part-day jury duty, i.e., release from jury duty.)
8.3.11 - Jury Duty
Workers shall be allowed to take leave from his/her County duties without loss of wages, vacation time, compensatory time, sick leave or worker benefits for the purpose of responding to a summons for jury selection or serving on a jury for which he/she has been selected. This right to take leave shall apply equally to all employees, including those working evening or graveyard shifts. An employee who is excused from having to serve as a juror will contact his/her supervisor and shall return to work for the balance of the shift if there are at least two hours or more left in the work shift, excluding commute to the work site.

(Revised - Updated to include "leave to seek office" text from 8.3.7)
8.3.13 - Leave Without Pay
An employee covered by this Memorandum of Understanding, who in a manner prescribed by law declares himself/herself as a candidate for elective office, shall be entitled to a leave of absence without pay while actively campaigning for elective office for a period not to exceed twelve (12) months...

(Revised - Added Juneteenth as a County Paid holiday and removed section explanation section.)
Section 9.1 - Legal Holidays
(Added) - June 19th, known as "Juneteenth" (Added holiday)
(Removed) - Every day appointed by the President or Governor for public fast, thanksgiving, or holiday provided each such day is specified as a paid holiday by the President or Governor for public employees. The Thursday in November, appointed as Thanksgiving Day, shall be a legal holiday in

Mariposa County.

(Revised - Added a second Personal Holiday)
9.2.1 - Personal Holiday
All County employees are entitled to a personal holiday (increased to a total of two personal holidays effective 2025); all new employees of the County are entitled to a personal holiday after their one-year (1-year) anniversary in the calendar year of their first-anniversary date. In the event, an employee's probationary period is extended as specified in Section 7.1.2, Extension of Probationary Period, a new employee is entitled to a personal holiday after their eighteen (18) month anniversary.

(Revised - Specified General Services Administration (GSA) standards will be used for travel-related expenses in 2025)
Article 10 – Travel Policy
Effective January 1, 2025, sections 10.1.1 through 10.3 will sunset and be discontinued as all travel allowances will be set and determined by the United States General Services Administration (GSA) per diem rates at the following website: eCFR :: 41 CFR Part 301-11 Subpart A -- General Rules (FMR Part 301-11 Subpart A). Employees can also reference the GSA's frequently asked questions, per diem page for answers to common questions. (The prior subsections explaining travel related items will remain in the MOU for reference up to the GSA implementation in 2025.

(Revised - Updated the period the MOU is in effect.)
Article 20 – Duration
This Memorandum of Understanding shall become effective on (insert date Board of Supervisors approves new MOU), and shall continue in full force and effect through October 31, 2025. The parties agree to serve written notice upon the other to begin successor MOU negotiations on or by June 30, 2025 with actual bargaining beginning on or about July 31, 2025.

BACKGROUND AND HISTORY OF BOARD ACTIONS

During negotiations, the Board of Supervisors received information and provided direction to its representative.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

If not approved, it will be necessary to reopen negotiations and this could result in a charge of unfair labor practices.

FINANCIAL IMPACT

Funding will be appropriated into each affected budget unit.

ATTACHMENTS

1. **SIDE LETTER AGREEMENT for SEIU**
2. **SEIU MOU 2023-2025_08227024**

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District I Supervisor Rosemarie Smallcombe
SECONDER:	District III Supervisor Danette Toso

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

SIDE LETTER AGREEMENT
BETWEEN MARIPOSA COUNTY (County) AND
SERVICE EMPLOYEES INTERNATIONAL UNION (SEIU), LOCAL 521

County and SEIU agree to the following:

Contingent on implementation occurring Countywide, transition from monthly payroll schedule to a biweekly schedule and revise provisions in MOU referring to monthly payout to be biweekly. Estimated time for transition January 1, 2026; at such time, update and Amend Article 6, Section 6.2.1 to read as follows:

6.2.1 – Schedule of Payments

a. Effective as of the first full month starting (insert date), employees will transition from a monthly to a biweekly payroll schedule.

Each biweekly pay period will begin on Sunday and conclude on Saturday 14 days thereafter. The regularly scheduled payday shall be on the first Friday following the end of the pay period. Where a regular payday falls on a holiday, the payment will be disbursed on the preceding workday.

Overtime compensation, when applicable, will be paid on the regular payday for the pay period in which the employee's defined workweek or work period ended.

For employees whose compensation is defined on an annual (rather than hourly) basis, biweekly salary shall be calculated by dividing annual salary by twenty-six (26) biweekly pay periods. Employees whose compensation is defined on an hourly basis shall be paid for hours worked in a biweekly pay period.

All payroll reductions will be evenly distributed across 26 biweekly pay periods in a year.

b. For transition purposes only, at time of transition, one-time adjustment of three days added to payroll (four days for employees regularly scheduled to work on Sunday December 28, 2025).

c. Either party may request in writing to reopen discussions regarding the payroll transition process if unforeseen circumstances occur or material questions arise that significantly affect either party's ability to meet their obligations under the terms of the current payroll transition agreement. Such circumstances must not have been reasonably foreseeable at the time of agreement execution.

For the County

Miles Menetrey, Chair
Mariposa County Board of Supervisors

Date: _____

For the Union

Susan Seed, President
Service Employees International Union
Local 521

Date: _____

Approved as to Form

Steven W. Dahlem
County Counsel

MARIPOSA COUNTY

SERVICE EMPLOYEES
INTERNATIONAL UNION (SEIU)
Local 521

MEMORANDUM OF UNDERSTANDING
November 1, 2023 - October 31, 2025

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PREAMBLE

The parties to this Memorandum of Understanding are the Mariposa County Board of Supervisors ("County") and the Service Employees International Union, Local 521 ("Union").

ARTICLE 1 - RECOGNITION

The County recognizes the Union as the Recognized Employee Organization, as defined in the County Employer/Employee Relations Ordinance for all regular full-time and permanent part-time employees occupying classes listed in the attached Appendix "A," but excluding confidential employees.

ARTICLE 2 - DEFINITIONS

Section 2.1 - Recognized Employee Organization

"Recognized Employee Organization" means a registered employee organization, which has the exclusive right to represent the employees in a representation unit pursuant to a vote of the employees in that unit.

Section 2.2 - Employee

"Employee" means any person employed by the County, excepting those persons elected by popular vote, appointed to fill the unexpired term of an elected office, or appointed to office by the governor of the State of California.

Section 2.3 - Management Employee

"Management Employee" means an employee having significant responsibilities in formulating and/or administering County policy. This shall include those that act on behalf of a department head in his/her absence. Management employees are designated by the Board of Supervisors without a meet and confer or meet and consult process.

Section 2.4 - Confidential Employee

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

Section 2.5 - Permanent Full-Time and Part-Time Employees

"Regular Full-Time Employees" means all permanent and probationary salaried employees, working a full work schedule, excluding extra help employees. "Permanent Part-Time Employees" are employees working

in classifications listed in Appendix "A" on less than a full time basis. Permanent part-time employees will accrue benefits and seniority on a pro-rated basis according to the number of hours worked.

Section 2.6 - Extra Help Employee

"Extra Help Employee" means any employee who is not a regular full-time or permanent part-time employee and is paid on an hourly basis.

Section 2.7 - Anniversary Date

"Anniversary Date" means an employee's original date of hire into a permanent classification covered by this Memorandum of Understanding. For all purposes except the extension of a probationary period, step raises and evaluations subsequent to a demotion or promotion, an employee's anniversary date shall not be changed unless seniority stops accruing or is broken, as is specified in Article 12, Seniority and Layoff, Section 12.7, Seniority Accrual. An employee's anniversary date in a classification may be changed when a probationary period is extended and upon promotion or demotion, for purposes of evaluation and granting of step increases only, as specified in Article 6, Compensation, Section 6.2.3, Promotion, and Section 6.2.4, Demotion.

ARTICLE 3 - NON-DISCRIMINATION

Neither the County nor the Union shall discriminate against an employee covered by this Memorandum of Understanding in violation of a relevant federal, state or local statute.

ARTICLE 4 - MANAGEMENT RIGHTS

Section 4.1

The Union agrees that the County has complete authority for the policies and administration of all County departments, which it shall exercise under the provisions of law and in fulfilling its responsibilities under this Memorandum of Understanding.

Section 4.2

Any matter involving the management of governmental operations vested by law in the County and not covered by this Memorandum of Understanding is in the province of the County.

Section 4.3

The Mariposa County Board of Supervisors, hereinafter referred to as "Board", on its own behalf and on behalf of the County, hereby retains and reserves unto itself all rights, power, authority, duty and responsibility confirmed on and vested in it by the laws and Constitution of the State of California.

Section 4.4

The exercise of any such right, power, authority, duty, or responsibility by the Board and the adoption of such rules, regulations, and policies "Rules, Regulations, and Policies" as it may deem necessary and as they apply to employees represented by the Union shall be limited only by the specific and express terms of this Memorandum of Understanding.

Section 4.5

The management of the County government and the direction of the work force of the County are vested exclusively in the County subject to the terms of this Memorandum of Understanding. The existing rights of the County include but are not limited to the following:

4.5.1 - Direct the work of its employees;

4.5.2 - Hire, promote, demote, transfer, assign, and retain employees in positions within the County, subject to this Memorandum of Understanding;

4.5.3 - Discipline employees in accordance with this Memorandum of Understanding;

4.5.4 - Maintain the efficiency of governmental operation;

4.5.5 - Relieve employees from duties because of lack of work subject to this Memorandum of Understanding;

4.5.6 - Take actions as may be necessary to carry out the County services in emergencies; and

4.5.7 - Determine the methods, means and personnel by which operations are to be carried out.

4.5.8 – The County reserves the right to consider and implement employee layoffs and furloughs at any point during the term of this Memorandum of Understanding. In the event layoffs or furloughs are implemented, the County will meet and confer regarding the effects of such layoffs or furloughs on terms and conditions of employment of the bargaining unit.

ARTICLE 5 - UNION RIGHTS

Section 5.1 - Stewards and Release Time

5.1.1 - Notification of Stewards. The Union shall notify the County of the names of its stewards within 10 days of their selection. Alternate stewards may be designated to serve in the absence of the steward. Stewards shall contact County department heads when carrying out their duties.

5.1.2 - Release Time. The Union's designated steward will be granted reasonable release time to conduct and participate in representational activities for the Union, as specified below.

5.1.3 - Labor Negotiations. The County will provide release time for the Union's designated negotiating committee. Reasonable release time is defined as two hours immediately preceding scheduled negotiations to prepare for negotiations with the County. Release time will be granted for no more than four (4) representatives, including alternatives. The provisions of the section will be

subject to more specific and/or different release time provisions in the parties' agreed to written ground rules for successor contract negotiations, in which case, the ground rules on release time will govern for those negotiations only.

5.1.3.1 - Compensated Time Off. Union negotiating committee team members who attend negotiations during their off duty time will be permitted to use their vacation or compensatory time off to attend scheduled negotiations.

5.1.3.2 - Resource Members. Bargaining unit members not part of the Union negotiating committee who are asked to attend a particular negotiation session as a resource member will be allowed to attend the session on their own time, using leave without pay, vacation, or compensatory time off.

5.1.4 - Grievance Processing. The employee grievant and one Union steward will be granted release time for the purpose of attending all formal steps of the MOU grievance procedure.

The Union agrees that preparation of the grievance and conferencing on the subject of the grievance by the respective employee and the union representative shall be done at times other than during working hours, unless expressly authorized by the County Administrative Officer.

5.1.5 – Investigatory Interviews. One Union steward will be allowed release time to attend investigative interviews of unit members under investigation for misconduct and/or performance deficiencies. Release time for this situation will be provided only where representation by a Union employee or other outside Union representative is not available to the unit member under investigation, or where the unit member requests representation by the steward in lieu of the Union employee or other outside Union representative.

Section 5.2 - Bulletin Boards, Use of Facilities

5.2.1 - Bulletin Boards. The Union shall be provided reasonable use of existing bulletin board space in each building or department at a location agreed upon by the Union and the department, under the following conditions:

1) Material shall be posted on space as designated;

2) Posted material shall bear the identity of the organization;

3) Posted material shall not be misleading, contain any deliberate misstatements or violate any federal, state or county laws;

4) Material shall be neatly displayed and shall be removed when no longer timely.

5.2.2 - Visitation and Distribution. The Union may have an authorized representative contact members of the Union in County facilities and leave literature and material for distribution, provided he/she has first made arrangements with the department head, or his/her representative, to provide for a time which does not disrupt county business.

5.2.3 - Facilities. County facilities shall be made available to the Union for meeting purposes only provided that appropriate advance arrangements are made. A charge at the prevailing county rates may be made to offset the cost of such use.

5.2.4 - Names and Addresses of Covered Workers. The County shall supply the Union with names, addresses and classifications of all workers within the unit represented by the Union. Such lists shall be supplied upon request of the Union at a reasonable charge. The County shall further supply a list of all new hires, including classification and work location to the Union on a monthly basis when submitting the dues/fees report.

5.2.5 - Notification of Union Coverage. The County shall present new employees who are covered by this Memorandum of Understanding with a copy of this Memorandum of Understanding at the time of hire.

5.2.6 - Printing of Memorandum of Understanding. The parties agree to share equally the cost of printing bound copies of this Memorandum of Understanding.

5.2.7 – Copy of Budget. The County will provide a copy of the draft proposed annual budget when it is available, and prior to the formal budget hearings each year.

Section 5.3 - Union Security

5.3.1 - The Union agrees that it has a duty to provide fair and nondiscriminatory representation to all employees in the units for which this Agreement is applicable regardless of whether they are members of the Union.

5.3.2 - Employee Payroll Deductions: The County will comply with Senate Bill 866 (2018), and the Government Code sections referenced thereunder, as amended. This law requires that the County, through its payroll processor, deduct from the pay of each employee in a position subject to this MOU, Union dues and voluntary contributions to the Union's Committee On Political Education (COPE) authorized by the employee.

5.3.3 - Union List: The Union, via a representative of the Union who has the authority to bind the Union, shall provide the County a monthly list, in an electronic mailable format, of all employees who have authorized dues deductions. The list shall contain the employee's name and the date of authorization for dues deduction. The list shall be e- mailed to the Payroll Specialist. The County shall rely on the Union's explanations in this certified list regarding whether authorization/revocation/change in deductions has been requested by the employee. Consistent with payroll practice, the Union must provide the list by no later than the fifteenth day of each month (earlier, if the last workday is prior to the fifteenth).

5.3.4 - County List: The County, via its payroll processor, shall provide on a monthly basis a list of all employees and the amount of dues and voluntary contributions, so deducted. The provisions of this Agreement shall not apply during periods that an employee is separated from the representation unit but shall be reinstated upon the return of the employee to the representation unit. The term "separation" includes transfer out of the unit, layoff, and unpaid leave of absence with a duration of more than thirty (30) days.

5.3.5 - Employee Questions: Questions regarding starting or changing deductions

covered in this section shall be directed to a Union representative.

5.3.6 - Possession of Payroll Deduction Authorization Forms: An employee in or hired into a job classification represented by the Union shall authorize deductions either electronically, through voice authorization or paper form. If the Union provides the County a written certification that it has and will maintain individual employee authorizations for the deductions transmitted by the Union to the County per section 5.3.3, it shall not provide a copy of the individual authorization. However, if a dispute arises regarding the employee's authorization for the deductions listed in this section, the County may request a copy of the employee's authorization.

5.3.7 - Change in Dues Authorization: The County, through its payroll processor, will process requests from the Union to start, change, or cancel a deduction (dues and voluntary contributions to COPE) pursuant to this Article within one (1) pay period of receipt of the list requesting to do so. In order for the County's payroll processor to timely comply, the Union must provide a timely list consistent with section 5.3.3 above. The County will not process any requests to revoke or change authorizations that may come to it directly from a County employee. The County, via its payroll processor, shall transmit such payments to the Union via check or electronic funds transfer no later than thirty (30) days after the deduction from the employee's earnings occur.

5.3.8 - Forfeiture of Deductions: If the balance of an employee's wages, after all other involuntary and insurance premium deductions are made in any one pay period, is not sufficient to pay deductions required by this Agreement, no such deduction shall be made for that period.

5.3.9 - Hold Harmless: The authorization for payroll deductions described in this Agreement shall specifically require the employee to agree to hold the County harmless from all claims, demands, suits or other forms of liability that may arise against the County for or on account of any deduction made from the wages of such employee.

The Union shall defend, indemnify and save the County harmless against any and all claims, demands, suits, orders, judgments or other forms of liability that shall arise out of or by reason of, action taken or not taken by the County under this Agreement. This includes not only the County's reasonable attorney fees and costs but the reasonable cost of management preparation time as well. The County shall notify the Union of such costs on a case-by-case basis.

The indemnification and hold harmless language of this section shall apply additionally to the County or other designated payroll processor in any action in which the County's payroll processor is named in its capacity as the party responsible for administering the payroll for the County.

In no event shall the County be required to pay from its own funds Union dues or other deductions that the employee was obligated to pay to the Union, but failed to pay, regardless of the reasons.

Section 5.4 – New Employee Orientation

5.4.1 -Notification

This shall apply to all new employees who are appointed to a classification within the bargaining unit for which the Union is recognized as the exclusively recognized employee organization. The Parties acknowledge that the County provides a new employee orientation meeting ("orientation") to all new employees hired by the County but does not distinguish between bargaining units in conducting the

orientation. An outline of the orientation meeting will be provided by the County in advance of the meeting.

The Union will be provided not less than ten (10) calendar days' advance notice of the time, date and location of the orientation, including the number of bargaining unit employees in attendance. The notice requirement shall apply to both County-wide and department level new hire orientations. An exception to the ten (10) calendar days' advance notice requirement is if there is an urgent need for meeting in less than ten (10) calendar days' that is critical to the County's operations and is not reasonably foreseeable.

5.4.2 – Union and Employee Participation

The Union will be given fifteen (15) minutes at the end but also part of the new employee orientation meeting to present Union membership information to employees in the Union's bargaining unit. No more than two (2) representatives of the Union may present the information to the employees. This could include a Chapter board member, officer, or steward and a Union representative designated by the Union.

The purpose of the meeting will be to discuss the rights and obligations created by the governing MOU, the role of representation, and to answer any questions. Management representatives shall excuse themselves and not be present during the Union portion of the orientation.

An employee's attendance at the new employee orientation including the portion of the orientation conducted by the Union is mandatory. An employee who is unable to attend the new employee orientation in person may request to attend and be approved to participate in another new employee orientation offered by the County that is close in time to the original orientation. Attendance includes the Union portion of the orientation.

Union representatives who are County employees and are conducting the orientation during their regular work hours will be granted release time to attend and travel to and from the orientation, provided the Union provides County HR with the employee's name at least five (5) calendar days prior to the orientation. Employees shall be released for this purpose unless unusual operational needs interfere with the release, in which case the employee and the Union will be provided with a written explanation of why the employee could not be released.

The County shall not disclose the date/time/place of the new employee orientation to anyone other than employees, the exclusive bargaining representative, and any vendors who are contracted to provide a service at the new employee orientation.

5.4.3 – Information Provided

The County will provide the Union with a digital file via email to the email address designated by the Union containing the following information to the extent the County has the information on file:

- Name
- Job title
- Department
- Work location
- Work, home, and personal cellular telephone numbers
- Personal email addresses on file with the County (new hires only)

- Home address

The Union acknowledges and understands that the County is working diligently and in good faith to update its contact information database functionality to incorporate all the fields of contact information listed above. As a result, the County may not initially be able to provide all of the information in the fields listed above in the initial digital files provided but intends to do so in subsequent digital files provided to the Union and will notify the Union on the status of this database update.

Such information will be provided as follows:

- For new hires, at the end of each month.
- Regularly, for all bargaining unit employees on each calendar year quarter.

Notwithstanding the foregoing, limited to the express purpose of the requirements of Government Code Section 3558 only, an employee may opt out via written request to the County (copy to the Union) to direct the County to withhold disclosure of the employee's:

- Home address
- Home telephone number
- Personal cellular telephone number
- Personal email address

Either party may grieve a violation of this article to the extent permitted by the terms of the MOU Grievance Policy.

ARTICLE 6 - COMPENSATION

Section 6.1 - Salaries

An employee shall be paid a salary within the monthly range, or rate or equivalent hourly rate, established for the class of position to which the employee has been appointed as provided in the Salary Resolution. The wage scale and job classifications as set forth in Appendix "A" attached hereto shall apply to all employees covered by this Memorandum of Understanding and shall be made a part thereof.

6.1.1 - Wage Increase.
Wages for employees covered by this MOU shall be increased across the board as follows:

Two and three-quarter percent (2.75%)effective November 1, 2023.

Salary increase for year 2of the Agreement, which will be effective November 1, 2024, will be at least two and three-quarter percent (2.75%) and not more than four and one-quarter percent (4.25%). The actual amount of the increase that year within 2.75% and 4.25% will be determined by the lesser amount of the two following calculations:

The 12-month change in the San Francisco Area Annual Consumer Price Index for all Urban Consumers (CPI-U) issued by the Bureau of Labor Statistics as reported in August of 2024.

The actual percentage of growth in the County's General Purpose Revenue between Fiscal Years 2022-23 and 2023-24 for Year 2 salary adjustment.

Section 6.2 - Pay Practices

6.2.1 - Schedule of Payments. Only for the term of this agreement, employees shall be paid on the last working day of each calendar month. Employees may voluntarily agree to payroll deductions to contribute to the Union's Committee on Political Education (COPE.) Contingent on implementation occurring Countywide, transition from existing monthly payroll schedule to biweekly payroll schedule.

6.2.2 - Merit Advancement Within Range. An employee may be advanced after one year's service in a specific classification, and each year thereafter he/she serves in that specific classification, to the next higher step of the salary range approved for the class of position the employee fills if the employee has earned such advancement according to Section 7.3, Evaluations. An employee who has served an extended probationary period may be advanced to the next higher step of the salary range on the effective date the employee has successfully completed the extended probation period and each year thereafter he/she serves in that specific classification

6.2.3 - Promotion. When an employee is promoted, i.e., reassigned to a position in a new class with a higher maximum salary than the previous class, the employee's salary shall be adjusted to the existing step of the new range which shall be at least five percent (5%) higher than the employee's existing salary or the top step of the new range if 5% increase cannot be achieved. An employee who is promoted shall have a new anniversary date as of the date of such promotion, for purposes of evaluation and step raise only.

6.2.4 - Demotion. When an employee is demoted to a position in a class with a lower maximum salary range than the previous class, the employee's salary shall be adjusted to the highest possible salary on the lower range for which the employee is eligible in terms of years of service, but which in no case exceeds or is equal to his/her existing salary. An employee who is demoted shall have a new anniversary date as of the date of such demotion, for purposes of evaluation and step raise only.

6.2.5 - Transfer. An employee transferred to a position in a class with the same range number shall receive the same salary the employee would be otherwise entitled to on the date the transfer is effective.

6.2.6 - Position and Reclassification. The salary of the incumbent of a position which is reclassified shall be determined as follows:

6.2.6.1 - If the position is reclassified to a class with the same salary range, the salary of the employee shall not change.

6.2.6.2 - If the position is reclassified to a class with a higher salary range, the salary of the affected employee shall not be reduced from his or her current salary.

6.2.6.3 - If the position is reclassified to a class with a lower salary, the salary of the employee shall not change. In cases where the salary of the employee is greater than the maximum of the new range, said employee shall be Y-rated at their current salary.

6.2.7 - Pay upon Termination. An employee who terminates his/her employment or is terminated with the County shall receive a check with all his/her outstanding pay within forty-eight (48) hours of his/her termination date, unless arrangements are made with the Auditor's Office for direct deposit.

Section 6.3 - Differentials/Allowances

6.3.1 - On-Call Compensation. On-call compensation is defined as the requirement to remain immediately available to report for duty to perform an essential service when assigned by the appointing authority. On-call duty is in addition to and distinct from the normal workweek. This section is not applicable to those situations where workers are recalled to work when not previously placed on on-call status.

Employees assigned to on-call duty shall receive two dollars and fifty cents ($2.50) per hour for each hour of on-call duty, which effective August 1, 2024 shall be increased $.50 cents to a total of three dollars ($3.00) per hour for each hour of on-call duty.

Any employee who is found to be unavailable for or who fails to respond to a call for the performance of work during an on-call period shall receive no on-call compensation for the entire on-call period and may be subject to investigation for dereliction of duty. However, if the employee remains available and is able to respond but cannot be contacted due to circumstances beyond his/her control, this paragraph will not apply.

6.3.2 - Shift Differential. Employees shall receive shift differential as follows:

6.3.2.1 – Fifty cents ($.50) per hour (increased $.50 cents to a total of one dollar ($1.00) per hour effective August 1, 2024) for all hours worked between 12:30 PM and 9:00 PM, when the work shift begins after 12:30 PM.

6.3.2.2 - One dollar ($1.00) per hour (increased $.50 cents to a total of one dollar and fifty cents ($1.50) per hour effective August 1, 2024) for all hours worked between 9:00 PM and 8:00 AM, provided, however, that if half or more of an employee's scheduled work shift falls between these hours, he/she shall receive the entire amount for the entire scheduled shift.

6.3.3 - Split Shift Differential. The County agrees to provide an allowance for split shift differential of $10 per day, which effective August 1, 2024 shall be increased $15 to a total of $25.00 per day. A split shift is defined as a break of more than 1 hour which is non-paid, non-work and a non-rest break between the beginning and end of a work shift.

6.3.4 - Call-back Pay. Any time an employee is called back to work, either after his/her normal work shift, or his/her scheduled day off, he/she shall receive a minimum of three (3) hours of pay at one and one half times the normal hourly rate, or compensatory time off at rate of time and one half, at election of employee at the time of accrual.

6.3.4.01 – Court Pay. Effective August 1, 2024, any court appearance during an employee's off-duty time in the AM hours shall be compensated with a minimum of four (4) hours at time and one-half. Any time spent beyond four (4) consecutive AM hours, including PM hours, shall be compensated at time and one-half.

The minimums described above shall only apply to appearances that occur one (1) hour or more beyond the beginning or end of a regularly assigned shift. Appearances within one (1) hour of the beginning or ending of a regularly assigned shift are considered a continuation of the shift and shall be compensated at time and one-half.

6.3.5 - Tool Allowance. Employees who occupy the classification of commercial truck driver/equipment mechanic and equipment mechanic/heavy equipment mechanic, and who are required to furnish their own tools for their job assignment shall receive up to eight hundred dollars ($800) per year for replacement or purchase of tools upon submission of appropriate proof of purchase and approval by the Fleet Superintendent.

6.3.6 - Special Assignment Pay. Special assignment compensation of 5% above the base pay shall apply to employees who are assigned to the Fuels reduction - Forestry Crew that is routinely and consistently assigned to remove, prune or otherwise care for trees.

6.3.7 - Educational Incentive Program. Employees shall be eligible for tuition reimbursement, to include books, lab fees, related course material and parking permits, up to a maximum of $200 per semester provided they have received prior approval by their department head and successfully completed the requirements of the approved class. Employees shall be eligible for reimbursement provided the classes meet the objective defined in Section 8.3.6.

6.3.7.1. The County reimbursement will also cover general courses for an AA/AS or BA/BS degree at an institution accredited by the State of California provided:

a. The course is part of a degree plan approved in writing by the Human Resources Director in advance of beginning the course and is directly relevant to the employee's current job duties, in the judgment of the Human Resources Director.

b. The proposed plan is submitted to the Human Resources Director in writing no later than February 1 prior to the fiscal year in which the bargaining unit member will begin any course for which he/she seeks reimbursement, so that the cost can be factored into the budget preparation process.

6.3.7.2 The County agrees to establish an incentive pay program to compensate employees for earning County required certificates relative to their current job classification. The eligible certificates shall be identified by the County and incorporated in the MOU. The incentive pay for the subject certificates shall be a flat dollar rate equivalent to 10% above the employee's current salary.

6.3.7.3 The following incentives have been established by Resolution No. 01-251 of the Board of Supervisors:

- $700 monthly stipend for employees with a Masters in Social Work (MSW) or a Master of Art (MA) as required by the job classification.
- $800 monthly stipend for employees who are Licensed Clinical Social Workers (LCSW), Licensed Marriage and Family Therapist (MFT), or employees with a Ph.D. (Doctorate) in clinical psychology as required by the job classification.
- $300 monthly stipend for a Registered Environmental Health Specialist with no experience.
- $600 monthly stipend for a Registered Environmental Health Specialist with one year of experience.
- 3% increase in the base salary for a Public Health Nurse II to oversee the Tobacco Education Program.

- 15% increase in the base salary for Associate Engineers with a State of California engineer's license.

A $300 monthly stipend shall be provided for employees in the classification of Alcohol and Drug Specialist I, II, III, or Senior Alcohol and Drug Specialist.

6.3.7.4 Employees in the following positions shall receive 10% above their base pay for the following certifications:

- Maintenance Foreman
  1. Grade I Wastewater Treatment Plant Operator
  2. Grade I Water Treatment Plant Operator
  3. Qualified Applicator's Certification for herbicides and pesticides
  4. American Water Works Association Backflow Prevention Tester Certificate
- Senior Maintenance Worker-Facilities
  1. Grade I Wastewater Treatment Plant Operator Certificate
  2. Grade I Water Treatment Plant Operator Certificate
  3. Qualified Applicator's Certification for herbicides and pesticides Maintenance Worker II-Facilities
  4. Grade I Wastewater Treatment Plant Operator Certificate
  5. Grade I Water Treatment Plant Operator Certificate
  6. Qualified Applicator's Certification for herbicides and pesticides
- Effective August 1, 2024, Sheriff's Dispatch – Post Dispatchers Certification

The employee will be required to obtain all certificates for their particular class in order to qualify for the incentive pay. Pre-approval by the department head is required before an employee works towards the incentive pay effort.

6.3.8 - Uniforms. The County shall provide uniforms to the employees of the Road Division, the Facilities Division (this division includes special districts, building maintenance, and parks and recreation), Plant Operations Division, and the Solid Waste Division in accordance with any department policies and applicable regulations. The County shall provide uniforms to mechanics, mechanic helpers, and mechanic supervisors.

The County shall provide each Sheriff's Dispatcher with the following uniform complement: 2 shirts, 2 pairs of pants, 1 jacket, and 1 belt. Replacement items will be provided at County expense, as needed and approved by the department head.

6.3.9 - Foul Weather and Safety Gear. Regular full-time and permanent part-time Road Division employees, Facility Division employees, Equipment Mechanics, Plant Operations Division employees, Building Inspectors, Environmental Health Division employees, Agricultural Commissioner employees, and Animal Control Officers who are required to work outdoors in inclement weather or required to use safety gear, shall be provided foul weather gear to include raincoats and pants with reflective striping as well as rubber boots as applicable and approved by the department head. Currently the specific equipment to be provided for each class is as follows:

- Road Division - Road Division employees will be provided 1 winter jacket and 1 three-piece heavy-duty rain suit which includes jackets, bib overalls and hood. The footwear requirements are insulated snow pack or Sorel-type boots or fireman-type boots. The winter jackets and rain gear must have reflective striping and can be either yellow or orange.

- Facilities Maintenance - Facilities Maintenance employees will be provided the same type of winter jacket and three-piece rain suit as the Road Division employees. The footwear requirements are insulated snow pack or Sorel-type boots or fireman-type boots.

- Fleet Division - Fleet Division mechanics will be provided 1 three-piece heavy-duty rain suit the same as the Road Division employees, and a two-piece set of insulated coveralls. The footwear required shall be insulated snow pack or Sorel-type boots.

- Plant Operations Division - Plant Operations employees will be provided the same type of winter jacket and three-piece rain suit as the Road Division employees. The footwear requirements are insulated snow pack or Sorel-type boots or fireman-type boots.

- Building Inspectors, Environmental Health Division, effective August 1, 2024, Engineering Division, and Agricultural Commissioner Department - Building Inspectors, Environmental Health employees, and Agricultural Commissioner employees will be provided 1 three-piece heavy-duty rain suit, insulated gloves, and snow pack or Sorel-type insulated boots.

- Animal Control Officers - Animal Control Officers will be provided 1 three-piece heavy-duty rain suit, insulated gloves and fireman-type steel shank and toe boots.

All of the rain gear shall be the same reflective striping and be either orange or yellow for consistency. The replacement schedule for the rain gear will be approximately every two to three years unless it is damaged before that time. The boots should last three to four years at a minimum unless they are damaged before then.

6.3.9.1 Work Boot - Employees who are currently provided footwear pursuant to section 6.3.9 will be allowed to select a work boot of their choice to satisfy the footwear requirement. The County will reimburse the employee for the cost of the work boot, up to a maximum amount of Seventy-Five Dollars ($75.00) (increased $75 to a total of One Hundred and Fifty Dollars ($150.00) effective August 1, 2024) per calendar year regardless of wear and tear and/or damage to the work boot from the date the option is selected by the employee. This section does not apply to employees assigned to the Solid Waste Division. If deemed necessary by the County, the County will purchase the insulated snow pack or Sorel-type boots separate and apart from the employee's selected work boot.

Section 6.3.9.2 – Fuels Reduction – Forestry Crew Boots. The Public Works Department will provide employees permanently assigned as Fuels Reduction - Forestry Crew in the Roads Division of the Public Works Department two new pairs of climbing boots every five (5) years, not to exceed a total of $450 per pair.

During the five (5) year period, the Public Works Department will reimburse Fuels Reduction – Forestry Crew employees for annual service for each pair of boots at a cost not expected to exceed $100 per pair per year (increased $50 to a total of not expected to exceed $150 effective August 1, 2024).

6.3.10 - Solid Waste Division Work Boots. The County shall provide employees of the Solid Waste Division a voucher towards the cost of work boots in the amount of One Hundred Fifty Dollars

($150.00) per employee. The voucher shall be provided to each employee once per year from the date the employee received their previous voucher or upon damage subject to the approval of the Solid Waste/Recycling Manager. Employees who are not able to use the voucher can instead be reimbursed by the County for a verified expenditure toward the cost of work boots, not to exceed One Hundred Fifty Dollars ($150.00) per year.

6.3.11 - Uniform Allowance. The County shall provide the following uniform allowance:
The Animal Control Officers shall receive an annual uniform allowance of Three Hundred and Fifty ($350.00).

6.3.13 – Training Premium. Effective August 1, 2024, employees assigned in writing by their department head or designee to perform training functions shall receive an additional five percent (5%) of their base pay while actually performing these assigned training duties. The written assignment must specify the training to be administered, as well as the start and end dates. Continuous training assignments are not permitted.

6.3.14 – Bilingual Pay. Effective August 1, 2024, employees are eligible for bilingual pay provided that they have successfully demonstrated proficiency in Spanish by passing a County-administered or approved language proficiency examination and whose duties include routine interaction with the Spanish-speaking public as recognized by the CAO in consultation with the Department Head and Human Resources. Bilingual pay is $65 per month. The County will implement an appropriate testing process for employees to demonstrate proficiency as soon as administratively practicable. To qualify for this pay, employees must be in positions recognized by the County as frequently interfacing with Spanish-speaking customers. This stipend will end upon the employee's duties changing to where they are no longer recognized by the Department Head in consultation with Human Resources to be interactive with the Spanish-speaking public.

Section 6.4 - Benefits

6.4.1 - Insurance.

6.4.1.1 – Medical Insurance. The County agrees to contract with the California Public Employees Retirement System (CalPERS) Health Benefits Program for the purpose of providing employees and their dependents with access to medical insurance benefits. Employees must comply with all applicable rules and regulations of the CalPERS Health Benefits Program and the Public Employees Medical and Hospital Care Act (PEMHCA).

6.4.1.2 - County's Contribution for Medical Insurance Benefits. The County's contribution for medical insurance benefits governed by Government Code Section 22892 shall be $500 per employee or annuitant per month.

6.4.1.3 - Dental and Vision Insurance. The County's contribution for dental and vision insurance will be One Hundred Percent (100%) of the employee only premium amount. The County will cover One Hundred Percent (100%) of premium increases for dental and vision, said increases not to exceed a combined amount of Fifteen Dollars ($15.00) per month per employee for the term of the MOU.

6.4.1.4 - Life Insurance. The County will pay Ten Thousand Dollars ($10,000.00) coverage for employee and One Thousand Dollars ($1,000.00) dependent coverage.

6.4.1.5 - State Disability Insurance (SDI). The County will pay One Hundred Percent (100%) of SDI.

6.4.1.6 - Flexible Benefit Allowance. Separate and apart from the County's contribution for medical coverage provided under section 6.4.1.2, the County shall make available only to employees participating in the County's insurance benefits program a monthly cash option amount. This amount may be applied toward the employee's cost all qualified non-taxable benefits under the County's IRS Section 125 Plan or taken by the employee as cash. Use of this flexible benefit allowance must be elected by each participating employee in the manner required by the County's Section 125 Plan.

Flexible Benefit Allowance Cash Option Amount for:

Effective Date	Employee Only	Employee and 1 Additional Individual	Family
December 1, 2023	$454.81	$791.50	$1,138.38
December 1, 2024	$517.08	$899.85	$1,294.22

Effective January 1, 2024, the following modifications are made to the Flexible Benefit Allowance as outlined in Section 6.4.1.6:

1. **Discontinuation of Non-Participant Rate for New Members**: Commencing the first pay period following Board of Supervisor approval of the new MOU, the non-participant rate in the Flexible Benefit Allowance will no longer be available to new employees who do not elect to participate in the County's medical insurance benefits program.

2. **Grandfather Provision for Current Non-Participants**: Existing employees as of the date the Board of Supervisors approves the new MOU September 3rd, 2024, who are receiving the non-participant rate, will continue to do so under the grandfather clause. This rate shall be maintained at $500.00 and remain in effect until they choose to participate in the County's insurance benefits program, or upon their separation from County service, whether voluntary or involuntary.

3. **Forfeiture of Grandfathered Rate upon Change in Status**: If a grandfathered non-participant elects to participate in the County's insurance benefits program or experiences a separation from County service, they forfeit the right to revert to the grandfathered non-participant rate in the future. This means that upon any such change, if the employee later becomes a non-participant in the County's insurance benefits program again, they will not be eligible for the previously grandfathered rate. Grandfathered employees who undergo a temporary interruption in service (e.g., leave of absence) but do not elect to participate in the County's insurance benefits program

during or prior to the interruption, will retain their eligibility for the grandfathered non-participant rate upon return to service.

4. **Administration and Compliance**: All provisions of this amendment shall be administered in line with the County's Section 125 Plan. Employees are required to comply with the prescribed election procedures of the Plan.

6.4.2 - Maintenance of Benefits. The County reserves the right to terminate or change any and all benefit programs as stated in Section 6.4.1, Insurance, provided that it replaces such plans with equivalent benefits. The County shall meet and confer with the Union prior to any changes.

6.4.3 - Benefits Available During Leaves. During any leave under Section 8.3, Leaves, with the exception of the Federal Family and Medical Leave Act and/or the California Family Rights Act, an employee may carry through certain benefits while not on County payroll, as follows:

6.4.3.1 - Life, Dental, and Vision. May be carried for 90 days while on leave. Employee must pay the total premium, including the County's portion. The County Auditor must be notified and checks must be made payable to the County.

6.4.3.2 - Health. May be carried while on leave. With the exception of Family Medical Leave as set forth in County policy, the employee must pay total premium including the County's portion. A form must be signed by the County Auditor's Office and checks must be mailed to the carrier.

6.4.3.3 - State Disability Insurance. Any employee who suffers a disability should obtain disability insurance information from the Auditor's Office.

6.4.4 - Retirement. The County shall provide to covered employees retirement benefits under CalPERS known as the 2.7%@55 plan and the one (1) year final compensation benefit, including the value of the Employer Paid Member Contribution (EPMC). Effective November 1, 2011, new employees shall be provided retirement benefits under the 2%@55 retirement option based on the three (3) year final compensation amendment and including the value of the EPMC.

a. Employees hired before November 1, 2011.
For employees hired before November 1, 2011, the County's retirement plan shall consist of the following provisions:
   i. Defined benefit formula of 2.7% at 55 with a five (5) year vesting period.
   ii. Final compensation based on the single highest year.
   iii. The reporting and paying of EPMC.

b. Employees hired on or after November 1, 2011 through December 31, 2012 and "Classic Members" hired on or after January 1, 2013.
This subsection shall apply to employees hired on or after November 1, 2011, and "classic members" hired on or after January 1, 2013. CalPERS determines who is a "classic member" within the meaning of the California Public Employees' Pension Reform Act (PEPRA). The County's retirement plan shall consist of the following provisions:
   i. Defined benefit formula of 2% at 55 with a five (5) year vesting period.

ii. Final compensation based on three (3) consecutive years.
iii. The reporting and paying of EPMC.

The County currently covers the full CalPERS Employer Paid Member Contribution (EPMC) for all employees in this unit. For employees in subsection (a), this is 8% of payroll and for employees in subsection (b) it is 7% of payroll. With the execution of this MOU, the parties have agreed to modify the County's obligation toward the EPMC as follows: Effective as soon as administratively possible in 2015, and as provided under the governing CalPERS regulations, all employees will contribute 3% toward the member contribution, thereby reducing the County's EPMC to 5% for members in subsection (a) and 4% for members in subsection (b); effective November 1, 2015, all employees will contribute an additional 3% toward the member contribution, thereby reducing the County's EPMC to 2% for members in subsection (a) and 1% for members in subsection (b); effective November 1, 2016, employees in subsection (a) will contribute an additional 2% toward the member contribution and employees in subsection (b) an additional 1% toward the member contribution, thereby fully eliminating the County's EPMC by the end of the term of this MOU. All "new members", as defined by CalPERS statutes and regulations, will remain subject to the contribution requirements established by the PEPRA.

c. New members
For all employees who CalPERS determines are "new members" within the meaning of the PEPRA, the County's retirement plan shall consist of the following provisions:
i. Defined benefit formula of 2%@62 with a five (5) year vesting period.
ii. Final compensation based on three (3) consecutive years.

Effective upon their date of hire, new members will pay 50% of the total normal cost of the member contribution, as determined by CalPERS.

6.4.4.1 - Two-tier retirement health benefit vesting requirement, with new-hires effective February 1, 2007, vesting is as follows, as specified by CalPERS: At (age 50 and) 10 years, 50% of the county contribution; at 15 years, 75%; at 20 years, 100%. Per CalPERS' specifications, the County's contribution must be the same as the State's contribution at the time an employee retires. Employees hired before February 1, 2007, who retire at or after age 50 with a minimum of five years of service will continue to receive the County health contribution as provided in current County policy.

6.4.5 - Longevity Pay.

6.4.5.1 - For all regular County employees covered by this Memorandum of Understanding hired prior to July 1, 1996, longevity shall be granted as follows:

6.4.5.1.1 - For ten (10) years of continuous service, a three percent (3%) pay increase to be effective on the tenth anniversary date of the employee.

6.4.5.1.2 - For fifteen (15) years of continuous service, a three percent (3%) pay increase to be effective on the fifteenth anniversary date for the employee.

6.4.5.1.3 - For twenty (20) years of continuous service, a three percent (3%) pay increase to be effective on the twentieth anniversary date for the employee.

6.4.5.2 - Effective January 1, 2020, for all regular employees hired on or after July 1, 1996, longevity shall be granted as follows:

6.4.5.2.1 - For ten (10) years of continuous services, an additional annual Six Hundred Dollars ($600.00) will be paid to the employee, which effective August 1, 2024 shall be increased $30 to a total of Six Hundred and Thirty Dollars ($630.00).

6.4.5.2.2 - For fifteen (15) years of continuous services, an additional Eight Hundred and Fifty Dollars ($850.00) will be paid to the employee, which effective August 1, 2024 shall be increased $43 to a total of Eight Hundred Ninety-Three Dollars ($893.00).

6.4.5.2.3 -For twenty (20) years of continuous services, an additional One Thousand One Hundred Dollars ($1,100.00) will be paid to the employee, which effective August 1, 2024 shall be increased $55 to a total of One Thousand One Hundred and Fifty-Five Dollars ($1,155.00).

6.4.5.2.4 For twenty-five (25) years of continuous services, an additional One Thousand Five Hundred Dollars ($1,500.00) will be paid to the employee, which effective August 1, 2024 shall be increased $75 to a total of One Thousand Five Hundred Seventy-Five Dollars ($1,575.00).

6.4.5.2.5 Effective January 1, 2020, the County shall pay longevity to employees on a monthly basis to be implemented on the anniversary date of employment after ratification of the MOU.

Longevity pay shall be granted despite any pending step increases or range changes.

6.4.6 - Workers' Compensation/State Disability

6.4.6.1 - Eligibility. Every employee shall be entitled to industrial injury leave when he/she is unable to perform services because of any injury as defined in the Workers' Compensation Act, or non-industrial injury leave when he/she is unable to perform services because of an injury sustained off the job.

6.4.6.2 - Compensation. An employee who is disabled as a result of an injury shall be placed on leave, using as much of his/her accumulated compensatory time off, his/her accrued sick leave, and his/her vacation time as when added to any disability indemnity payable under the Workers' Compensation Act or the State Disability Insurance Program will result in a payment to him/her of not more than his/her full salary.

6.4.6.3 - Usage. Leave time so utilized shall be prorated in relation to the difference between the disability indemnity pay and the employee's full salary and shall be charged to the employee from the employee's available sick leave, vacation, or comp time, at the employee's option.

ARTICLE 7 - STATUS OF EMPLOYEES

Section 7.1 - Status of New Employees

7.1.1 - A new employee shall be on probation during the first twelve (12) months of employment with the County. During this twelve-month period, the probationary employee's performance will be subject to continual evaluation and assessment, which may include periodic written evaluations. All probationary employees shall receive a written evaluation six (6) months into their employment. The purpose of such evaluation is to assess performance during the probationary period and provide feedback to the employee as to what is necessary to satisfactorily complete the probationary period. At any time during the probationary period, the department head may relieve the individual from employment with the County without cause. If at the end of the probationary period, the department head believes the employee is doing the work satisfactorily, the department head shall so inform and evaluate the employee. The employee shall then have permanent status.

7.1.2 - Extension of Probationary Period. If mutually agreed to by the employee and the department head, an extension of the probationary period for an additional period of six (6) months may be authorized where it is necessary to further assess an employee's performance and where such action is determined to be in the best interest of the County. If, at the end of the extended probationary period, the employee is performing his or her duties satisfactorily, the department head shall so inform and evaluate the employee. An employee who has an extended probationary period shall have a new anniversary date as of the date of such extension. For purposes of merit increases, the employee's anniversary date shall be changed to the date the employee successfully passes probation.

Section 7.2 - Status of Permanent Employees

7.2.1 - Status of Permanent Employees who are Promoted or Transferred. An employee having permanent status who is promoted or transferred shall be on probation for six (6) months in the new position to which he/she has been promoted or transferred. During this probationary period, the employee shall be regarded as having permanent status in the former position. Department heads and/or supervisors shall monitor the progress of the employee and offer suggestions for improvement if needed. If an employee fails to accomplish his/her work satisfactorily, the department head or supervisor may, at any time during the probationary period, relieve the individual from his/her duties in the new position.

Thirty (30) days before the end of the probationary period, the employee shall receive a performance evaluation. If the evaluation is satisfactory, the employee shall receive permanent status. If the evaluation is unsatisfactory, the employee shall be relieved of his/her duties. Any employee rejected during the probationary period following a promotional or transfer opportunity, shall have the right to return to the former position in which the employee held. Should the employee choose not to return to the former position, the provision of Article 12, Layoff Procedures, shall apply.

7.2.2 - Extension of Probationary Period. If mutually agreed to by the employee and the department head, an extension of the probationary period for an additional period of six (6) months may be authorized where it is necessary to assess an employee's performance and where such action is determined to be in the best interest of the County. If at the end of the extended probationary period the employee is performing his or her duties satisfactorily, the department head shall so inform and evaluate the employee.

Thirty (30) days before the end of the extended probationary period, the employee shall receive a performance evaluation. If the evaluation is satisfactory, the employee shall receive permanent status in the classification. If the evaluation is unsatisfactory, the employee shall be relieved of his/her duties. Any employee rejected during the extended probationary period following a promotional or transfer opportunity, shall have the right to return to the former position which the employee held. Should the employee choose not to return to the former position, the provision of Article 12, Layoff Procedures, shall apply.

All County employees who attain permanent rank shall have served a twelve (12) month probation, regardless of possible promotion while serving as probationary employees. Employees who have mutually agreed to a six (6) month extension of probation shall attain permanent rank after serving an eighteen (18) month probationary period.

Section 7.3 - Evaluations

Permanent employees shall be evaluated thirty (30) days prior to an employee's second anniversary date of hire and annually thereafter. If no such evaluation is made, it shall be assumed that the employee is performing satisfactorily. If a department head evaluates an employee who is still eligible for step increases, and determines that the employee has not performed competently, the step increase may be denied. Such denial shall be subject to the grievance procedure.

7.3.1 - All employees shall be evaluated on a standardized personnel form.

Section 7.4 - Rights

Probationary employees, including new employees and employees who have been promoted or transferred, shall have all rights afforded permanent employees under this Memorandum of Understanding, with the exception of the unsuccessful completion of the probationary period (termination, demotion, or return to former position), in which case the employee shall have no right to appeal such action to the grievance procedure. The Union recognizes that probationary employees may be released from County employment without cause.

For all probationary appointments, entry-level as well as promotional or transferred, the County reserves the discretion to extend the applicable probationary period by the amount of time the probationary employee is out on an injury or illness leave that exceeds twenty (20) work days. Extension of the probationary period under this section will be communicated to the probationary employee in writing.

Section 7.5 – Career Ladders

A joint Labor/Management Committee will be established to develop career ladders for specific classifications. The Committee shall consist of no more than four participants, two from the County and two from the Union. The Committee shall initially convene within ninety (90) days of ratification of the MOU and shall meet at least quarterly. Recommendations reached by the Committee are subject to approval by the Human Resources Director and final approval by the Board of Supervisors before implementation.

ARTICLE 8 - ATTENDANCE AND LEAVES

Section 8.1 - Working Hours

8.1.1 - Regular Hours. County employees shall work forty (40) hours per week or its equivalent based upon the following existing schedules:

8.1.1.1 - An eight (8) hour, Monday through Friday schedule;

8.1.1.2 - Flex schedules that have been approved by the Board of Supervisors (attached as Appendix B as amended from time to time).

8.1.2 - Rest Period. An employee will be provided a 15 minute rest period for every 4 hours of work. However, the break periods must be taken during the mid point of the work period and not accumulated.

8.1.3 - Meal Periods. Employees shall be provided with an unpaid meal period of no less than 30 minutes and no more than 60 minutes in duration for each shift of 5 consecutive hours or more. If an employee is directed to perform work during such meal period, then the employee shall receive pay for the meal period as per FLSA requirements.

8.1.4 – Non-Exempt Classifications. The attached classifications are deemed non-exempt from the contractual and statutory overtime requirements set forth in subsections 8.1.5 and 8.1.6 below.

8.1.5 – Contract Overtime. Employees in the non-exempt classifications listed above, shall be paid overtime for the time worked in excess of forty (40) hours per work week at the rate of time and one half the employee's base hourly rate as set forth in the County's salary schedule, attached to this MOU as Appendix A. In lieu of receiving contract overtime pay, Employees shall be entitled to elect at the time the overtime is worked to receive compensatory time off at the rate of time and one half. Employees electing to take compensatory time off must take that time off within six months of the end of the month in which the time was accrued, or the time will be paid at the time of payment of the next payroll at the rate of time and one half the employee's base hourly rate. The right to elect to receive compensatory time off is limited to contract overtime as defined in this subsection. Vacation and sick leave hours will be counted toward to the definition of hours worked for overtime purposes. Effective August 1, 2024, vacation, holiday, and sick leave hours will be counted toward to the definition of hours worked for overtime purposes.

8.1.6 – Statutory Overtime – Work Periods. For the purpose of calculating overtime pursuant to the requirements of the Fair Labor Standards Act ("FLSA"), the County has declared a seven day work period for all non-exempt employees in the bargaining unit. Non-exempt employees will have a seven day work period and be eligible for statutory overtime for all hours actually worked in excess of 40 in the seven day work period.

8.1.7 – Dual Calculation to Determine Statutory Overtime Owed. Notwithstanding the contract overtime provisions specified in subsection 8.1.5 above, the County has adopted a dual calculation method whereby it calculates FLSA overtime in accordance with the requirements of the FLSA.

This requires the payment of FLSA overtime for all hours actually worked by non-exempt employees in excess of 40 in the seven day work period. To the extent the County's dual calculation method determines that FLSA overtime owed for the 7 day work period exceeds the amount of contract overtime paid pursuant to subsection 8.1.5 for the same 7 day work period, the difference will be paid to the employee in the following pay period by way of an "FLSA Adjustment".

8.1.8- Regular Rate of Pay for Calculation of Statutory Overtime. For the purpose of calculating statutory overtime as defined in subsection 8.1.6 above, the following listed special pays will be added to the employee's base hourly rate to arrive at the employee's regular rate of pay: cash-in-lieu, longevity, incentive pay, shift differential pay, call-back pay, and on-call pay. Statutory overtime required by this subsection shall be calculated in accordance with the FLSA regular rate requirements set forth in 29 CFR sections 778.109 and 778.110.

8.1.9 – Overtime Dispute Resolution Procedures. The County and the Union ("parties") acknowledge and agree that they have met and conferred in good faith in accordance with California Government Code section 3505 over the definition, calculation and payment of contract overtime as defined in subsection 8.1.5 above. The parties further acknowledge and agree that subsection 8.1.5 above establishes the full extent of the County's contractual obligations to pay overtime for services rendered with the course and scope of employment by members of the bargaining unit and that to the extent individual claims for statutory overtime under subsections 8.1.6 through 8.1.8 above are asserted by or on behalf of any member of the bargaining unit during the term of the MOU, such claims will not present or support a claim for contract overtime under the MOU. The parties further acknowledge and agree that any and all claims for statutory overtime under subsections 8.1.6 through 8.1.8 above, are expressly excluded from the parties' grievance procedures set forth in Article 14 of the MOU.

Section 8.2 - Schedule Changes

Any change in working schedules, including days and hours to be worked and affected classes, shall be administered as follows:

8.2.1 - Proposed changes may be initiated by a department head or employees within a department.

8.2.2 - In the event the parties reach agreement on the proposed schedule change, the department head will implement the schedule change as soon as administratively possible.

Effective August 1, 2024, the County will properly notify the Union of any proposed schedule changes and provide a written proposal prior to or during the parties' first meeting. This proposal will include the specific schedule change and a summary explanation of the rationale for the change.

If, after four meetings or 30 calendar days from the initial meeting, whichever comes first, the parties are unable to reach an agreement, the Union shall have 15 calendar days to request a review of the schedule change by the Board of Supervisors. Failure by the Union to request review by the Board of Supervisors within the 15-day period will constitute waiver of the review request right. The decision of the Board of Supervisors will be final and binding on both parties.

Section 8.3 - Leaves

Leave provisions exist for the convenience of employees who must, or wish to, absent themselves from work for various reasons.

Employees who are absent from work must be on either an approved leave, sick leave, annual leave, or compulsory leave. Other absences are treated as absences without leave and are subject to disciplinary action. Sick leave, annual leave and compulsory leave will be requested and approved by use of the County's standardized leave form.

During the term of this agreement but no later than March 2018, the County will review the provisions of this section (8.3 – Leaves) to ensure compliance with applicable State law. To the extent this review necessitates changes to the provisions of this section, the County and the Union will re-open this section to meet and confer over the necessary changes.

8.3.1 - Annual Leave. Employees shall be entitled to vacation annually with pay. Employees shall earn vacation at the following rates:

0-2 years of service	2 weeks
3-9 years of service	3 weeks
10 or more years of service	4 weeks

Employees shall be entitled to take only that vacation time which has been earned.

An employee who becomes ill or injured during his/her vacation leave will not be charged vacation leave for the period of illness or injury, provided satisfactory proof in the form of a physician's statement is received by a department head within three (3) days of return to work.

8.3.2 - Vacation Accrual and Cash Out.

8.3.2.1 Employees may accumulate up to Three Hundred and Sixty (360) hours of vacation. Accumulated vacation may be taken between anniversary dates with the approval of the department head. No employee may take Three Hundred and Sixty (360) hours vacation at one time without the approval of the department head.

Supervisors will make every attempt to respond to vacation requests and communicate their decision to approve or deny the request within ten (10) working days. In the event the request is denied, the supervisor will provide an explanation in writing for the denial. Requests for vacation shall be approved on a first come, first served basis. In the event two employees request the same time off and requests are both submitted at the same time, the more senior employee shall be granted the time off.

8.3.2.2 Employees must submit an irrevocable election form by December 15, 2020 and not later than December 15th each year annually thereafter to receive payment for accrued vacation under the following conditions:

Employees may elect to cash out accrued vacation hours on an annual basis, up to a maximum of Eighty (80) hours each year, to be paid in the last paycheck in November of the following year, as long as the employee has a minimum of Two Hundred Forty (240) accrued vacation hours at the time the cash out is requested.

For example, irrevocable election forms submitted in December 2020 will be for the November 2021 cash out. The hours of leave, which are converted to pay at the base hourly rate of pay, shall be deducted from the employee's vacation accrual bank in the amount identified on the irrevocable election form. The remaining unused leave shall remain in the employee's vacation accrual bank. The hours which are paid out are hours which will be accrued in 2021.

Irrevocable election forms will be available in Human Resources beginning November 2, 2020. Employees who do not submit irrevocable election forms by the December 15th due date will have been deemed to have elected to forgo participation in the optional annual vacation accrual cash out program. Late irrevocable election forms will not be accepted. There is no avenue to change an election after the December 15 yearly deadline.

8.3.3 - Sick Leave. Employees shall be entitled to cumulative sick leave with pay at the rate of ten (10) hours per month. Department heads shall permit sick leave earned to be used for medical and dental office calls when it is necessary for the employee to be absent during working hours for this purpose. If an employee is absent because of illness or injury for four (4) or more successive days and/or the employee's absences are reflecting a pattern suggesting abuse of sick leave, the department head may request a doctor's verification of illness.

Sick leave may be used by an employee for the following purposes:

(a) Diagnosis, care, or treatment of an existing health condition of, or preventative care for the employee themselves or a close family member;
(b) To remain in paid status during bereavement leave as described in Section 8.3.4; or
(c) For any other purpose described in California Labor Code section 246.5.

For purposes of this section "close family member" means any of the following: an employee's child (regardless of age or dependency status); a parent; a parent-in-law; a spouse; a registered domestic partner; a grandparent; a grandchildren; or a sibling; or another designated person identified by the employee at or before the time the employee requests sick leave. An employee may identify only one designated person in a 12-month period.

8.3.3.1 - Personal Necessity. Employees shall be entitled to use six (6) days of paid sick leave allotment per year in case of personal necessity. Personal necessity leave shall be limited to circumstances that are serious in nature and that the employee cannot reasonably be expected to disregard, that necessitate immediate attention, and that cannot be taken care of after work hours or weekends. The requested leave must be approved by the department head in advance of the absence.

8.3.3.2 - Payment of Accumulated Sick Leave. The County shall pay the accumulated sick leave of an employee upon service retirement (excluding deferred retirement), disability retirement, or death as follows:

8.3.3.2.1 - After five (5) years of continuous service, twenty-five percent (25%) of his/her accumulated sick leave up to a maximum of two hundred forty (240) hours.

8.3.3.2.2 - After ten (10) years or more continuous service, fifty percent (50%) of his/her accumulated sick leave up to a maximum of four hundred eighty (480) hours.

8.3.3.2.3 - The County will contract with CalPERS to provide for retirement credit for unused sick leave. The current cap on sick leave will be lifted; however, this cap (Section 8.3.3.2) will remain for current employees electing sick leave pay-off rather than service credit conversion. Employees hired prior to or on June 30, 1996 will have the option to elect payment for accumulated sick leave or credit for unused sick leave under section 20862.8 of CalPERS, however, employees hired after June 30, 1996 will have the CalPERS program credit only.

8.3.3.2.4 - In order to qualify for payment of service retirement accumulated sick leave hereunder, an employee must apply for and be granted retirement pursuant to County's "Public Employees Retirement System" (CalPERS) contract, with the State of California.

8.3.4 - Bereavement Leave.

In the event of a death of an immediate family member (spouse, child, parent, sibling, grandparent, grandchild, registered domestic partner, or parent-in-law), employees will be allowed up to five (5) days of bereavement leave following the death. Bereavement leave need not be taken on consecutive days, but must be taken within three months after the death, after which any unused leave is forfeited. The first three (3) days of bereavement leave taken in a given calendar year will be provided as paid leave. For further leave, employees may draw from their existing and available leave accruals to remain in paid status. The three (3) day paid bereavement leave accrual does not carry over from one calendar year to the next.

Employees may request additional bereavement leave beyond the five (5) days for a given death. Additional leave is not guaranteed but subject to department head approval. If approved, the additional bereavement leave time will be drawn from the employee's vacation leave or compensatory time.

8.3.5 - Illness Leave. This type of leave may be used for any legitimate illness including temporary medical or psychiatric problems and is ordinarily only used when an employee is not eligible for or has exhausted his/her paid sick leave balance. This type of leave must be approved by the Human Resources Director. An employee requesting such leave due to illness or disability shall use any accumulated sick leave prior to the requested beginning date of such leave.

Requests for illness leave must be accompanied by a statement from the employee's physician specifying the nature of the illness and the anticipated time of release for return to the active duty.

Immediately prior to, or at the time of, return to active duty, the employee must provide a statement from a physician certifying to the employee's physical and/or mental ability to resume the specific duties of the position. The department head or the County may require the employee to submit to an examination at County expense by a physician chosen by the County.

The employee shall not be entitled to any compensation for this type of leave. Notwithstanding anything contained herein to the contrary, if an employee elects to use illness leave under the Federal Family and Medical Leave Act and/or California Family Rights Act, the employee shall receive benefits consistent therewith.

8.3.6 - Education or Training Leave. This type of leave is generally granted when the kind of education or training undertaken is likely to enhance the County's capabilities to provide service to the public. Consequently the training should have as its objective either, 1) an increase in the effectiveness of the employee in a current job assignment or, 2) an enhancement of the employee's advancement possibilities within county service.

Education or Training Leave shall require written approval of the department head and shall not exceed one (1) year in duration unless the County extends the leave upon request of the employee through the department head.

8.3.8 - Military Leave. Military leave is governed by the provisions of the California Military and Veterans Code. The request of an employee who has permanent status for military leave of absence can be honored by the department head only if the employee includes with the request a copy of the military orders. This request shall be submitted as soon as possible prior to the effective leave date unless an emergency arises preventing this. A copy of the leave papers and the appropriate notification documents shall be submitted to the Human Resources Office prior to the effective date of leave. The granting of leave and payment therefore are not inseparable matters, but are mandatory under certain specific conditions specified by the Military and Veterans Code. The department head will abide by the Military and Veterans Code in determining the appropriateness of leave and payment therefore.

8.3.9 - Compulsory. If, in the opinion of the department head, an employee is unable to properly perform the duties of the position because of physical or mental reasons, such employee may be required to submit to an examination by a physician designated or approved by the County. If the report of the physician shows the employee to be in an unfit condition to perform the duties, the department head may, subject to the approval of the County Administrative Officer, compel such employee to take sufficient leave of absence to fit the employee to perform the duties; however, the employee shall be entitled to use accumulated sick leave and annual leave before being placed on compulsory leave without pay.

8.3.10 - Maternity Leave. Maternity Leave is a leave of absence without pay upon request of the employee and upon verification of pregnancy by a licensed physician.

Leaves for this purpose may be requested to be effective at any time during pregnancy. Maternity leave may be requested up to nine (9) months prior to the anticipated delivery date with a doctor's certification as to the condition of the employee and the expected delivery date. The employee shall notify the department head of the actual date of delivery, within two (2) weeks thereafter. The employee may take up to three (3) months maternity leave after delivery, at the employee's option.

The employee shall give the department head a two (2) week notice of intent to return to work with the department head being allowed the option to consent to commencement for employment earlier than said two (2) weeks.

An employee who is pregnant must notify the department head as early as possible and provide a statement from a California licensed physician certifying as to her ability to perform the duties of her position and indicating the anticipated delivery date.

An employee returning to work shall submit a physician's certificate that she is capable of performing the duties of her position.

Sick leave benefits are not paid during the term of maternity leave requested by the employee, except when integrated with State Disability as provided for in Section 6.4.6.3, Workers' Compensation/State Disability Usage, nor is sick leave, or vacation accrued or diminished.

8.3.11 - Jury Duty. Workers shall be allowed to take leave from his/her County duties without loss of wages, vacation time, compensatory time, sick leave or worker benefits for the purpose of responding to a summons for jury selection or serving on a jury for which he/she has been selected. This right to take leave shall apply equally to all employees, including those working evening or graveyard shifts. An employee who is excused from having to serve as a juror will contact his/her supervisor and shall return to work for the balance of the shift if there are at least two hours or more left in the work shift, excluding commute to the work site. Those employees who work swing or graveyard shift and who are excused from having to serve as a juror will be expected to report for their assigned shift. An employee will turn over to the County any compensation received for time involved in the jury selection process or serving on a jury on an employee's scheduled work day.

8.3.12 - Leave Without Pay. With the approval of the appropriate department head, an employee may be granted a leave of absence without pay for up to five (5) days, with a limit of five (5) days per fiscal year. Leave of absence without pay beyond the five-day period for an indefinite period not to exceed 30 days must be approved by the department head and Human Resources Director. On expiration of the approved leave, the employee shall be reinstated to their same position. The department head may recall the employee from leave prior to its expiration should unforeseeable changes in operating requirements occur. During such leave without pay, the employee will not accrue seniority or benefits credits.

An employee covered by this Memorandum of Understanding, who in a manner prescribed by law declares himself/herself as a candidate for elective office, shall be entitled to a leave of absence without pay for a period not to exceed three (3) months immediately prior to the day of election for which the employee is on the ballot. Prior to exercising said leave the employee must notify his/her department head in writing of intent to exercise leave and the dates for said leave. The department head shall immediately notify the Human Resources Office of the employee's intent to exercise said leave.

8.3.13 - Unpaid Leave. The employee shall not be entitled to any compensation for this type of leave and it must be approved by the Human Resources Director. Medical, dental and other insurance may be continued, but at no cost to the County, with the exception of Family Medical Leave. Time on leave does not count towards seniority, and leaves exceeding one year will involve loss of seniority.

8.3.14 - Failure to Return from Leave at Scheduled Time. Failure to report for duty after a leave of absence has expired or has been disapproved or revoked may, at the option of the department head, be considered as absence without leave and subject the employee to disciplinary action unless such failure to report is for reasons beyond the physical control of the employee.

8.3.15 - Payment for Earned Annual Leave upon Termination. Upon termination, an employee shall receive pay for annual leave earned but which remains unused as of the date of termination.

8.3.16 - County Business. No County employee shall be docked any time by a department head while that employee is engaged in County sanctioned business, including, but not limited to, serving on official County committees, representing employee bargaining units while bargaining with the County on behalf of employees.

ARTICLE 9 - HOLIDAYS

Section 9.1 - Legal Holidays

The following are hereby established as legal holidays in the County pursuant to Government Code Sections 6700, 19853, and 19854:

1. January 1st, New Year's Day
2. Third Monday in January, known as “Martin Luther King's Day”
3. Third Monday in February, known as “Presidents Day”
4. Last Monday in May, known as “Memorial Day”
5. June 19th, known as “Juneteenth”(effective 2025)
5. July 4th, known as “Independence Day”
6. First Monday in September, known as “Labor Day”
7. Second Monday in October, known as “Columbus Day”
8. November 11th, known as “Veterans Day”
9. Thanksgiving Day
10. The day after Thanksgiving Day
11. December 25th, known as “Christmas Day”
12. Every employee shall be entitled to take as a holiday the Friday preceding any Saturday on which one of the holidays set out in 1, 5, 8 and 11 occurs.

13. Every employee shall be entitled to take as a holiday the Monday following any Sunday on which one of the holidays set out in 1, 5, 8 and 11 above occurs.

Section 9.2 - Individual Holidays

9.2.1 - Personal Holiday. All County employees are entitled to a personal holiday (increased to a total of two personal holidays effective on ratification) which will be allocated on January 1 of each year to be taken in that calendar year; all new employees of the County are entitled to a personal holiday after their one (1) year anniversary to be taken within the calendar year of their first anniversary date. In the event an employee's probationary period is extended as specified in Section 7.1.2, Extension of Probationary Period, a new employee is entitled to a personal holiday after their eighteen (18) month anniversary.

9.2.2 - Additional Holiday. Every employee shall be entitled to take an additional holiday, the last working day before or the first working day after any County legal holiday, subject to the employee's choice and prior approval by the employee's department head.

Section 9.3 - Holiday Pay

Employees required to work on a holiday will receive eight (8) hours of straight time for the holiday, plus time and one half at the normal hourly rate for time worked.

ARTICLE 10 - TRAVEL POLICY

Section 10.1 - Travel Expenses (Effective August 1, 2024)

Effective January 1, 2025, sections 10.1.1 through 10.3 will sunset and be discontinued as all travel allowances will be set and determined by the United States General Services Administration (GSA) per diem rates at the following website: eCFR :: 41 CFR Part 301-11 Subpart A – General Rules (FMR Part 301-11 Subpart A). Employees can also reference the GSA's frequently asked questions, per diem page for answers to common questions.

10.1.1 - Mileage Reimbursement Rate. Employees who use their own vehicles for in- County business shall be reimbursed at the current IRS mileage rate, as amended from time to time, from point of origin approved by the department head.

10.1.2 – Meals. If because of County business an employee provides a meal for another person, the employee may be reimbursed for actual and necessary guest expenses not to exceed thirty-seven dollars ($37.00) per day. All expenses are to be approved by the department head and accompanied by receipts, acceptable to the Auditor.

10.1.3 - Employee Expenses. Necessary meals and lodging incurred by an employee on required in-County business shall be reimbursed if approved by the employee's Department Head, accompanied by receipts acceptable to the Auditor.

Section 10.2 - Out-of-County Travel

10.2.1 - Mileage Reimbursement Rate. The County shall adopt an official mileage map and chart to standardize mileage payments to frequently traveled locations. Employees who use their own vehicles for out-of-county travel shall be reimbursed at the current IRS mileage rate as amended from time to time, according to the mileage chart and map adopted. The Courthouse shall be considered the origin of all out-of-County travel for the purpose of mileage computation, except in those cases when the shortest distance to the destination is from an employee's residence. In that event, the mileage computation shall be from an employee's residence, less their normal home to work commute mileage. Locations not listed on the mileage chart shall have their actual mileage from the Courthouse computed from the adopted mileage map.

10.2.2 - Out-of-County Meals. Employees who because of County business are required to eat away from home shall be reimbursed as set out below:
An employee who leaves the County during a fixed run or a regular schedule will not be allowed to receive a meal allowance. If because of County business an employee is required to leave before 7:00 a.m. and return after 6:00 p.m., that employee is entitled to a meal allowance of forty-four dollars ($44.00) per day. For days requiring partial day travel, employees shall be entitled to per diem as outlined below:

Breakfast	$8.00
Lunch	$12.00
Dinner	$24.00

Actual receipts approved by the Department Head may be submitted in lieu of taking per diem up to a maximum of $44.00 per day. For purposes of advance requests for meal allowance, the rates listed herein shall be used subject to the time requirements. Continental breakfasts are not a true breakfast and can be ignored for claiming purposes. Per diem amounts shall not be claimable by the employee for any meals provided by the registration or other fee as part of a conference or training.

10.2.3 - Lodging. Lodging expenses shall be actual and necessary. Lodging receipts must accompany any claim for reimbursement prior to department head approval.

10.2.4 - Banquet Expenses. All meal reimbursement excludes banquet expenses which shall be reimbursed at actual and necessary costs.

10.2.5 - Travel Expense Advance. A travel expense advance of one hundred percent (100%) of estimated expenses for meals, lodging, registration, and transportation for out-of-county travel shall be advanced to any county employee, upon request of the employee and approval of the department head involved in the request. At the time the request is submitted to the auditor, a copy of the registration for the meeting shall be attached to the advance request and a copy of any preregistration forms for lodging and meals shall be attached to the advance request if such information is available. In the event the advance is not used because the employee failed to attend the particular event for which the expenses would have been incurred, the employee shall reimburse the County within 30 days of the canceled event. Travel advances shall be reconciled by the employee with the Auditor's Office prior to any subsequent claims being approved by the County. If the advance reconciliation leaves a difference of $3.00 or less, reimbursement by the employee or payment by the County is not required.

Section 10.3 - Non-Reimbursable Items

The following items are non-reimbursable:

1. Tips in excess of 15% of the cost of meals (excluding alcohol).

2. Expenditures for alcoholic beverages.

ARTICLE 11 - RECLASSIFICATION AND OUT-OF-CLASS WORK

Section 11.1 Out-of-Class Work

Out-of-class work shall be defined as performing the significant duties, and assuming the major responsibilities, of a position in a higher and different classification.

Employees who are assigned out-of-class work on a temporary basis due to vacation, illness or other short-term leaves, shall receive a salary rate increase to the next higher level for the time actually worked, provided that the total continuous assignment is eighty (80) working hours or more. Such increase shall be determined as if the assignment had been a promotion, and shall be effective from the first day of such an assignment.

Employees who are assigned out-of-class work due to a vacancy or long term leave, and employees who are performing out of class work on a regular or recurring basis, as defined above, in addition to their regular duties, shall receive a salary rate increase to the next higher level for the time actually worked and shall not be subject to the eighty (80) hour rule.

Section 11.2 - Procedures

When it appears that there has been a change in the duties and responsibilities of a position, a department head may request a reclassification during the budget request process.

An employee, with or without his/her representative, may notify and discuss with his or her department head of the need for reclassification prior to the budget request process. The decision of the department head concerning the reclassification issue shall not be subject to grievance or appeal.

Section 11.3 – Merit System

Merit System rules concerning reclassification shall continue to apply to those employees covered by the State Merit System.

ARTICLE 12 - SENIORITY & LAYOFF

Section 12.1 - Seniority Defined

Seniority is defined as an employee's length of continuous service in a permanent position with the County, in a classification covered by this Memorandum of Understanding. Permanent Part-Time Employees shall accrue seniority on a pro-rated basis.

Section 12.2 - Order of Layoff

When one (1) or more employees in the same classification in a department are to be laid off, the order of layoff in the affected department shall be follows:

a) Extra help employees;
b) Probationary employees in the inverse order of seniority;
c) Permanent part-time employees in the inverse order of seniority;
d) Regular full-time employees in the inverse order of seniority.

Section 12.3 - Notice of Layoff

Employees subject to the provision of this Article shall be given at least (30) calendar days written notice prior to the effective date of layoff, except in cases of bona fide emergency. The Union shall receive concurrent notice, and upon request, shall be afforded an opportunity to meet with the County to discuss any proposed alternatives. The procedures in Section 12.4 shall be applied prior to the effective date of the layoff.

Section 12.4 - Reassignment in Lieu of Layoff

12.4.1 - Vacant Positions. In the event of notice of layoff, an employee so affected will be allowed to transfer to a vacant position the County has determined to be filled in his/her classification within the department where the layoff occurred or any classification at the same or lower level within the department where the layoff occurred in which the employee had formerly held permanent status. The County shall provide a listing of appropriate vacancies and the employee may select from this list.

12.4.2 - Displacement. In the event there are no vacancies as listed in 12.4.1 above, the employee shall have the right, upon request, to be returned to any classification in the department in which the layoff occurred at the same or lower level in which permanent status had formerly been held, provided he/she has seniority over a current incumbent, and the regular layoff procedure in that same or lower level shall apply, within said department.

Section 12.5 - Layoff

In the event that an employee is not reassigned in lieu of layoff as in Section 12.4 above, he/she shall be laid off. If an employee elects not to exercise the rights in 12.4.2, Order of Layoff, he/she may be deemed to have been offered and to have declined such work unless the employee has a compelling reason for not accepting such position, as determined by the County.

Section 12.6 - Re-employment List

12.6.1 - Recall. The names of such probationary and permanent employees reassigned or laid off in accordance with 12.4.2 or Section 12.5 of this Article shall be entered upon a re-employment list in inverse order as specified in Section 12.2. As positions from which employees were re-assigned or re-employed become open within the department where the employee's layoff occurred, they shall be filled from this list.

12.6.2 - Vacancies. When vacancies occur in departments outside the one from which an employee has been laid off, employees on the recall list shall receive the same consideration as current county

employees. If an employee fills a vacancy in another department, he/she shall suffer no loss in seniority, and shall be required to serve a probationary period as if he/she had transferred into the department. If he/she is rejected on probation, the employee shall retain his/her status on the recall list. The employee shall also retain recall rights to his/her former position until the time at which he/she would normally be deleted from the recall list, as outlined in 12.6.3 below.

12.6.3 - Deletion from List. No name shall be carried on a re-employment list for a period longer than eighteen (18) months. Names shall also be dropped from the list upon re-employment under 12.6.1, Recall, above.

Section 12.7 - Seniority Accrual

Seniority shall continue to accrue while an employee is in paid status, or during illness leave due to industrial disability. Seniority shall be broken upon resignation, discharge for just cause, promotion out of the bargaining unit, failure to respond to a recall from layoff under 12.6.1 above, or absence without approved leave for three (3) or more consecutive days without adequate cause.

ARTICLE 13 - EMPLOYEE DISCIPLINE

A permanent employee may be demoted, suspended or dismissed by a department head in accordance with this Article.

An employee shall have the right to have a Union representative/steward present at any investigatory meeting with supervisors or management representatives when the employee has reason to believe that such meeting could lead to disciplinary action. The employee under investigation will be provided advance written notice of the purpose of the meeting.

Nothing contained herein shall prevent the County from taking whatever disciplinary action it may deem appropriate under Article 13 with the full understanding that such matters are subject to the grievance procedure as set forth in Section 14.3.

Whenever there is a disciplinary matter under investigation, the affected employee will be notified as soon as practicable and appropriate that he or she is subject to investigation.

Section 13.1 - Just Cause

The County shall discipline, suspend with or without pay, discharge, or demote a permanent employee for just cause only. The discipline shall be reasonably related to the seriousness of the offense. One or more of the following causes shall be grounds for suspension, demotion, dismissal, or discipline, of any permanent employee, including, but not limited to:

13.1.1 - Omission or willful misrepresentation of a material fact or other fraud in securing employment including, but not limited to, the following:

13.1.1.1 - Falsification of application for work;

13.1.1.2 - False information regarding driver's license;

13.1.1.3 - False information regarding professional licenses, credentials, or certificates;

13.1.2 - Incompetence;

13.1.3 - Insubordination;

13.1.4 - Dishonesty;

13.1.5 - Improper use of drugs or alcohol including, but not limited to, the following:

13.1.5.1 - In possession of, under the influence of, alcohol beverages, while at work or in county work areas;

13.1.5.2 - In possession of, under the influence of, or trafficking in habit-forming drugs and/or narcotics while at work or on county property. The term "drugs" means controlled substances as defined in Division 10 (commencing with Section 11000) of the California Health and Safety Code;

13.1.6 - Unexcused absence from duty, including, but not limited to, participation in unlawful strikes or other job actions, such as sick-ins or slow-downs, or not available if officially on call;

13.1.7 - Misuse of county property or damage to county property resulting from misuse or negligence;

13.1.8 - Violation of a county and/or department rule;

13.1.9 - Sexual harassment.

13.1.10 - Habitual tardiness.

Section 13.2 - Notice of Intent to Discharge, Demote, or Suspend

When a department head contemplates disciplinary action against a permanent employee, the concerned employee shall receive advance written notice of the proposed action.

13.2.1 - Said notice shall state the date the proposed action will be effective and the specific grounds upon which the action is being taken.

13.2.2 - Said notice shall inform the employee of his/her right to respond to the proposed action and of his/her right to receive a copy of the written materials alleged to support the action.

13.2.3 - An employee, upon receipt of proposed action, shall have ten (10) working days to respond to the proposed action.

13.2.4 - Said response may be made orally or in writing.

13.2.5 - Said response shall be made to the department head.

13.2.6 - When a response is made to a proposed disciplinary action, the department head shall consider said response prior to making a final decision regarding the proposed action.

Section 13.3 - Decision to Discharge, Demote, or Suspend

When a department head believes there is just cause for disciplinary action against an employee, the department head shall give the employee a written notice of the action. Notification to a permanent employee of disciplinary action shall be deemed sufficient when it is delivered in person to the employee or when it is deposited in the U.S. certified mail, postage prepaid, and addressed to the last known address of the employee. It is the employee's obligation to notify the County of changes in address.

The notification to the employee shall contain the following:

13.3.1 - A statement of the cause (pursuant to 13.2 above) and of the specific acts and omissions upon which the disciplinary action is based.

13.3.2 - If it is claimed that the employee has violated a rule or regulation of the County, a reference to the rule or regulation.

13.3.3 - A statement of the disciplinary action and a copy of all written material on which the action is based.

13.3.4 - A statement that the employee has a right to appeal such a decision and charges if demanded within 10 (ten) working days after service of this notice, pursuant to section 13.3.5 below. Information to be provided to the County Administrative Officer is the same as outlined in Section 13.3.5 below.

13.3.5 – Disciplinary decisions in the form of a written reprimand, suspension, demotion or dismissal may be appealed in writing to the County Administrative Officer within ten (10) working days after receiving notice of the decision from the employee's department head. The County Administrative Officer shall meet with the employee within ten (10) working days after receiving the employee's written appeal. The employee may be accompanied by his or her union/steward and/or legal representative. The meeting with the County Administrative Officer shall not be considered an evidentiary hearing and will be limited to the employee's appeal of the proposed disciplinary action. After hearing the employee's appeal the County Administrative Officer shall communicate his or her decision to the employee in writing within ten (10) working days after concluding the appeal meeting with the employee. Except in cases involving suspension, demotion or discharge, the County Administrative Officer's decision shall be final and binding on the employee and the County.

13.3.6 - Disciplinary Arbitration – In cases involving suspension, demotion or discharge, the affected employee shall have the right to appeal the County Administrative Officer's decision to arbitration if requested in writing within ten (10) working days of the date of the County Administrative Officer's written decision. Any such appeal must be submitted directly to the County Administrative Officer.

Upon receipt of the employee's request to appeal the suspension, demotion or discharge decision, the County and the employee's designated representative shall mutually agree upon an arbitrator, or jointly select one from a list of seven (7) arbitrators provided by the State Mediation and Conciliation Service. If the parties cannot reach mutual agreement regarding an arbitrator, they shall strike names

from the above-mentioned list. The parties shall flip a coin to determine who strikes first. The parties agree that an arbitrator will be selected within sixty (60) days of receipt of the employee's appeal.

The parties may mutually agree to use an arbitrator not on the list or to add to, or modify the list. The arbitrator's fee and expenses shall be borne equally by the parties.

Section 13.3.7 - Arbitrator Authority – The jurisdiction and authority of the arbitrator and his or her opinion and award shall be limited to reviewing the factual and legal basis for the discipline and any affirmative defenses submitted by the employee appealing the decision. Should the arbitrator find insufficient evidence to sustain the misconduct charged by the County, he or she shall have the authority to reverse or modify the disciplinary penalty. The arbitrator shall have no authority to add to, detract from, alter, amend, or modify an provision of this MOU; to impose on either party a limitation or obligation not explicitly provided for in this MOU; or to establish or alter any wage structure.

Subject to jurisdictional limitation provided above, the decision of the arbitrator shall be final and binding on the parties.

For those County employees subject to the State Merit System Services, Government Code section 17550-17566, the right to disciplinary arbitration as provided in section 13.3.6 above shall be subject to the request and approval process under Government Code section 17567 to authorize use of a local agency appeal procedure rather than the procedures in section 17552-17566.

Section 13.4 - Immediate Demotion or Suspension Without Pay or Benefits of Permanent Employee

If the department head determines that, pending the Appeal Procedures on the demotion, suspension or dismissal of a permanent employee, the immediate demotion or suspension of the employee without pay would be in the best interests of the County, the following procedure shall be initiated prior to imposing the demotion or suspension:

13.4.1 - In addition to the written notice of the proposed disciplinary action as provided in Section 13.2, the employee shall be given written notice of the demotion or suspension without pay and the charges upon which this action is based, and his/her right to respond to those charges both orally at a conference with the department head, and in writing.

13.4.2 - The employee shall be given notice of the immediate demotion or suspension sufficiently in advance of the action to review the charges and to frame a response.

13.4.3 - The demotion or suspension action should be discussed prior to its occurrence at a conference with the department head, during which time the employee shall have the right to present any rebutting evidence.

Section 13.5 - Immediate Interim Suspension

Nothing in this section shall be construed to prohibit an immediate interim suspension prior to notice and a conference where an immediate suspension is required to protect persons or property in accordance with the following procedures provided such suspension is with pay until procedures in Section 13.4 have been followed.

13.5.1 - The suspended employee is given written notice in person or by deposit in U.S. certified mail to the charges upon which the suspension was based within one (1) working day after suspension;

13.5.2 - The employee is notified of his/her right to file a written response or to have a conference with the department head;

13.5.3 - A reasonable opportunity is afforded the employee for a conference within five (5) calendar days from the date of suspension.

ARTICLE 14 - GRIEVANCE PROCEDURE

Section 14.1 - Definitions

14.1.1 - A "grievance" is an allegation by one or more employees or the Union that the County has violated an express provision of this Memorandum of Understanding**,** which has had an adverse impact on one or more bargaining unit members.

14.1.2 - A "supervisor" is an administrator having immediate jurisdiction over the grievant.

14.1.3 - "Working day" shall mean days in which the County offices are open for business.

Section 14.2 - Pre-Grievance Step

14.2.1 - Potential grievances shall be discussed in informal conferences between the employee and the immediate supervisor outside of the bargaining unit. At least one informal meeting between parties shall take place before the grievance procedure is invoked.

14.2.2 - If the potential grievance is not resolved at this step, then the aggrieved employee may declare that a grievance exists and the provisions of this Article will be implemented.

14.2.3 - Any resolution reached at the pre-grievance step must be in accordance with the provisions of the Memorandum of Understanding.

Section 14.3 - Formal Grievance

14.3.1 - Step One. Within fifteen (15) working days of the occurrence or discovery of an alleged grievance, the grievance shall be presented in writing to the department head or his/her designee. The grievance form shall contain information which identifies:

1. The aggrieved;
2. The specific nature of the grievance;
3. The time or place of its occurrence;
4. The section of this Memorandum of Understanding alleged to have been violated;
5. The consideration given or steps taken to secure informal resolution;
6. The corrective action desired.
7. The specific adverse impact on one or more bargaining unit members.

A decision shall be made in writing within ten (10) working days of receipt of the grievance. A copy shall be sent to the Union and this copy shall dictate time limits. In the event the department head grants the grievance in a manner that requires the payment of any County funds to the grievant, the department head's decision shall be advisory only to the County Administrative Officer.

A meeting shall take place if it is agreed by the parties that such a meeting would assist to clarify or resolve the grievance. The employee may be accompanied by his/her union representative/steward at the meeting.

14.3.2 - Step Two. If the grievant is not satisfied with the step one decision, he/she may appeal the decision in writing to the County Administrative Officer or his/her designee within ten (10) working days after receiving a written decision at step one. The County shall mail the written decision via certified mail, return receipt or may effect personal service.

The County Administrative Officer or his/her designee shall meet with the grievant within 10 working days after receiving the grievance. The grievant may be accompanied by his/her union representative/steward. Additional meetings may be held as per mutual agreement.

The County Administrative Officer or his/her designee shall communicate his/her decision to the grievant in writing within ten (10) working days after concluding the appropriate meetings with the grievant. Such decision shall be final and binding on the grievant and the Union unless it is timely appealed to arbitration by the Union in accordance with the procedures set forth in Section 14.3.3.

14.3.3 - Step Three - Arbitration. Any grievance, as defined in Section 14.1 of this Memorandum of Understanding, that has been properly and timely processed through the grievance procedure set forth in this Article and that has not been settled at the conclusion thereof, may be appealed to arbitration by the Union with written notice of intent to appeal. The failure to appeal a grievance to arbitration in accordance with this Section within ten (10) working days after receipt of the written answer of the County at Step 2 of the grievance procedure shall constitute a waiver of the Union's right to appeal to arbitration, and the written answer of the County at Step 2 of the grievance procedure shall be final and binding on the aggrieved employee, the County, and the Union.

The County and the Union shall mutually agree upon an arbitrator, or jointly select one from a list of seven (7) arbitrators provided by the State Mediation and Conciliation Service.

When the parties cannot reach mutual agreement regarding an arbitrator, they shall strike names from the above-mentioned list. The parties shall flip a coin to determine who strikes first. The parties will alternate the flipping of the coin.

The arbitrator shall be requested to render his/her decision within thirty (30) working days of the hearing, receipt of the transcription, or the briefs.

The parties may mutually agree to use an arbitrator not on the list or to add to, or modify the list. The arbitrator's compensation and expenses shall be borne equally by the Union and the County.

14.3.4 - Arbitrator Authority. The jurisdiction and authority of the arbitrator and his/her opinion and award shall be confined exclusively to the interpretation and/or application of the express provision(s) of this Memorandum of Understanding at issue between the Union and County. He/she

shall have no authority to add to, detract from, alter, amend, or modify any provision of this Memorandum of Understanding; to impose on either party a limitation or obligation not explicitly provided for in this Memorandum of Understanding; or to establish or alter any wage structure. The arbitrator shall not hear or decide more than one (1) grievance without the mutual consent of the County and the Union. The written award of the arbitrator on the merits of any grievance adjudicated within his/her jurisdiction and authority shall be final and binding on aggrieved employee, the Union and the County.

Section 14.4 - Miscellaneous Provisions

14.4.1 - In the absence of administrators required to render decisions as outlined in the procedures, the administrative officer shall appoint a substitute.

14.4.2 - Employees shall have the right to present their own grievances or do so through a representative of their own choice. Grievances may also be presented by a group of employees, by the Union, or by the County. No grievance settlement may be made in violation of this Memorandum of Understanding.

The Union shall be provided copies of individual or group grievances and responses to same. Such grievances may not proceed beyond Step Two without written concurrence of the Union.

The Union shall have the right to appear and be heard in all individual or group grievances at any step.

14.4.3 -Time limits may be extended or waived only by written agreement of the parties. If either party fails to comply with the grievances time limits, the grievances shall be settled in favor of the other party. If, as a result of such action the parties are unable to reach agreement or an appropriate remedy, the matter may be referred to an arbitrator as provided in this Article and the arbitrator shall fashion an appropriate remedy.

14.4.4 - It is understood that employees shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable policies, rules and regulations of the County until such grievance and any effect thereof shall have been fully determined.

ARTICLE 15 - PERSONNEL FILES

Section 15.1 - The County shall maintain a personnel file for each employee in a central location. Personnel files contain private and confidential information and shall be maintained in a secure manner.

Section 15.2 - An employee shall have access to his/her personnel file, upon request, at any time during normal office hours providing the request is reasonable and is made at a time previously approved by immediate supervisor. Employees shall also have the right to review his/her personnel file kept at their department. Like the centrally located personnel file, the department file contains private and confidential information and shall be maintained in a secure manner.

Section 15.3 - Access to personnel files shall be limited to the employee, the employee's immediate supervisor and/or department head, the human resources director, county counsel and the administrative officer. Upon written authorization by the employee, a representative of the Union shall be permitted to examine and/or obtain copies of the materials in such employee's personnel file. The signed authorization shall be kept in the file.

Section 15.4 - Upon request by the employee, negative or derogatory material in an employee's personnel file shall be reviewed for removal after remaining in the file for a period of eighteen (18) months, and annually thereafter.

ARTICLE 16 - SAFETY

The County agrees to make all reasonable provisions for the safety and health of its employees. In the event any safety or health hazard is detected, it shall promptly be reported to the appropriate supervisor. The County shall take affirmative steps to investigate the problem, determine its extent as soon as possible, and make the appropriate remedy where needed; no employee shall be exposed to unsafe conditions pending their correction. No employee shall be discharged or otherwise disciplined for bringing to the attention of his/her supervisor any unsafe condition that may exist. Safe working practices and safety regulations shall be adhered to by the employee and the County. The failure of any employee to follow the safe working practices, safety rules, and/or regulations can lead to disciplinary actions provided employees are properly informed of such practices, safety rules, and/or regulations.

The County and the Union agree to establish a joint Labor/Management Safety Committee. The Committee will be comprised of 4 representatives from each side. The Committee shall meet at least twice per year. The purpose of the Committee is to identify health and safety hazards in the workplace and to make recommendations to the County Administrative Officer for their corrections.

ARTICLE 17 - NO STRIKE/ NO LOCKOUT

Section 17.1 - The County and the Union recognize that strikes and other forms of work stoppage by members of the recognized employee organization are contrary to the continuity of county operations. The County and Union subscribe to the principle that differences shall be resolved by peaceful and appropriate means, and agreements shall result from negotiating in good faith. The Union therefore agrees that there shall be no strikes, work stoppage, or other refusal to perform work by the employees covered by this Memorandum of Understanding, the County agrees that, unless there is a strike, work stoppage, or other refusal to perform work by employees covered by this Memorandum of Understanding, there shall be no lockouts of its employees, during the term of this Memorandum of Understanding.

Section 17.2 - It is agreed that the grievance machinery of this Memorandum of Understanding, the dispute settlement machinery provided in the Employer-Employee Relations Policy, and the judicial and administrative remedies provided by law, are the sole and exclusive means for settling any dispute between the employees and/or the Union and County whether relating to the application of the Memorandum of Understanding or otherwise.

Section 17.3 - In the event of any such action or interference, the Union shall take whatever affirmative action necessary and within its authority to prevent and bring about the termination of

such action or interference. Such affirmative action shall include the immediate disavowal and refusal to recognize any such action or interference, and the Union immediately shall instruct any and all employees to cease their misconduct and inform them that their misconduct is a violation of the Memorandum of Understanding subjecting them to disciplinary action including discharge.

Section 17.4 - Notwithstanding the above, it is agreed by the Parties that employees shall have the individual right to refuse to cross a picket line sanctioned by the Central Labor Council.

ARTICLE 18 - ENTIRE AGREEMENT

Section 18.1 - It is intended that this Memorandum of Understanding sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other prior-to existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded, or terminated in their entirety. This Memorandum of Understanding shall govern in case of conflict with provisions of existing County Ordinances, rules, practices, and regulations pertaining to wages, hours and other terms and conditions of employment.

Section 18.2 - During the term of this Memorandum of Understanding, both parties waive and relinquish the right to meet and negotiate and agrees that neither party shall be obligated to meet and renegotiate with respect to any subject or matter covered in this Memorandum of Understanding, including such subjects or matters that were proposed and later withdrawn.

Section 18.3 - Each party understands that only the Board of Supervisors has the authority to bestow additional benefits on employees covered by this Agreement. The parties, therefore, agree that regardless of the action of any department head, elected official, or employee supervisor, only the employee benefits contained in this Agreement, or an appropriate written amendment to this Agreement, shall be binding on the County.

Section 18.4 - The County agrees to give Union adequate notice of proposed changes in policy, rules, and procedures affecting matters within the scope of representation under the Meyers-Milias-Brown Act and to meet and confer with the Union on these changes upon request, unless otherwise agreed to in this Memorandum of Understanding.

ARTICLE 19 – SAVINGS

If any provision(s) of this Memorandum of Understanding or any applications(s) thereof to any employee(s) are held to be contrary to law by a court of competent jurisdiction (including the appellate process), then such provision or application will not be deemed valid and subsisting except to the maximum extent permitted by law but all other provisions or applications shall continue in full force and effect.

In the event of suspension or invalidation of any article or section of this Memorandum of Understanding, by a court of competent jurisdiction, the parties agree to meet and confer within thirty (30) days after such determination for the sole purpose of arriving at a mutually satisfactory replacement for such article or section.

ARTICLE 20 - DURATION

This Memorandum of Understanding shall become effective on November 1, 2023, and shall continue in full force and effect through October 31, 2025. The parties agree that meet and confer on a successor Memorandum of Understanding is completed. This Memorandum of Understanding shall be automatically renewed from year-to-year thereafter, unless either party serves upon the other ninety (90) days prior to its expiration written notice of desire to modify this Memorandum.

This Memorandum of Understanding concludes meeting and negotiating on any subject between the parties, whether included in this Memorandum of Understanding or not, for the term of this Memorandum of Understanding, except as per Article 18.4.

For the County

Miles Menetrey, Chair
Mariposa County Board of Supervisors

Date: _____

Abel Del Real-Nava
Assistant County Administrator Officer/
Human Resources Director and
County Negotiator

Approved as to Form

Steven W. Dahlem
County Counsel

For the Union

Elizabeth Camarena
SEIU Local 521

Date: _____

Susan Seed
Negotiating Team Member

Darryl Nielsen
Negotiating Team Member

Sarah Spaulding
Negotiating Team Member

Appendix A
Job Classifications and Salary Grade/Step Table
These salaries are effective 11/1/2023. Salary increases beyond this date and which are reflected in Section 6.1 are to be calculated using these rates as a base.

SEIU 08/26/24

Proposed - Mariposa County Position by Grade and Step

Position Name and Step	Grade Code	Hourly Rate	Montly Rate	Annual Range
4-H Youth Coordinator Step 1	GR146	24.8260	4,303.1730	51,638.0800
4-H Youth Coordinator Step 2	GR146	26.0660	4,518.1070	54,217.2800
4-H Youth Coordinator Step 3	GR146	27.3710	4,744.3070	56,931.6800
4-H Youth Coordinator Step 4	GR146	28.7380	4,981.2530	59,775.0400
4-H Youth Coordinator Step 5	GR146	30.1740	5,230.1600	62,761.9200
Account Clerk I Step 1	GR800	17.1160	2,966.7730	35,601.2800
Account Clerk I Step 2	GR800	17.9670	3,114.2800	37,371.3600
Account Clerk I Step 3	GR800	18.8650	3,269.9330	39,239.2000
Account Clerk I Step 4	GR800	19.8120	3,434.0800	41,208.9600
Account Clerk I Step 5	GR800	20.8000	3,605.3330	43,264.0000
Account Clerk II Step 1	GR800	18.3510	3,180.8400	38,170.0800
Account Clerk II Step 2	GR800	19.2700	3,340.1330	40,081.6000
Account Clerk II Step 3	GR800	20.2310	3,506.7070	42,080.4800
Account Clerk II Step 4	GR800	21.2440	3,682.2930	44,187.5200
Account Clerk II Step 5	GR800	22.3100	3,867.0670	46,404.8000
Accountant I Step 1	GR801	28.4070	4,923.8800	59,086.5600
Accountant I Step 2	GR801	29.8300	5,170.5330	62,046.4000
Accountant I Step 3	GR801	31.3210	5,428.9730	65,147.6800
Accountant I Step 4	GR801	32.8860	5,700.2400	68,402.8800
Accountant I Step 5	GR801	34.5310	5,985.3730	71,824.4800
Accountant II Step 1	GR801	32.6490	5,659.1600	67,909.9200
Accountant II Step 2	GR801	34.2830	5,942.3870	71,308.6400
Accountant II Step 3	GR801	35.9960	6,239.3070	74,871.6800
Accountant II Step 4	GR801	37.7950	6,551.1330	78,613.6000
Accountant II Step 5	GR801	39.6880	6,879.2530	82,551.0400
Accounting Technician I Step 1	GR802	21.3180	3,695.1200	44,341.4400
Accounting Technician I Step 2	GR802	22.3830	3,879.7200	46,556.6400
Accounting Technician I Step 3	GR802	23.5050	4,074.2000	48,890.4000
Accounting Technician I Step 4	GR802	24.6780	4,277.5200	51,330.2400
Accounting Technician I Step 5	GR802	25.9140	4,491.7600	53,901.1200
Accounting Technician II Step 1	GR802	23.5570	4,083.2130	48,998.5600
Accounting Technician II Step 2	GR802	24.7340	4,287.2270	51,446.7200
Accounting Technician II Step 3	GR802	25.9730	4,501.9870	54,023.8400
Accounting Technician II Step 4	GR802	27.2700	4,726.8000	56,721.6000
Accounting Technician II Step 5	GR802	28.6360	4,963.5730	59,562.8800
Accounting Technician III Step 1	GR166	25.9690	4,501.2930	54,015.5200

Accounting Technician III Step 2	GR166	27.2660	4,726.1070	56,713.2800
Accounting Technician III Step 3	GR166	28.6250	4,961.6670	59,540.0000
Accounting Technician III Step 4	GR166	30.0610	5,210.5730	62,526.8800
Accounting Technician III Step 5	GR166	31.5600	5,470.4000	65,644.8000
Administrative Technician Step 1	GR268	30.2180	5,237.7870	62,853.4400
Administrative Technician Step 2	GR268	31.7310	5,500.0400	66,000.4800
Administrative Technician Step 3	GR268	33.3170	5,774.9470	69,299.3600
Administrative Technician Step 4	GR268	34.9810	6,063.3730	72,760.4800
Administrative Technician Step 5	GR268	36.7310	6,366.7070	76,400.4800
Agricultural Program Specialist I Step 1	GR834	24.2750	4,207.6670	50,492.0000
Agricultural Program Specialist I Step 2	GR834	25.4890	4,418.0930	53,017.1200
Agricultural Program Specialist I Step 3	GR834	26.7630	4,638.9200	55,667.0400
Agricultural Program Specialist I Step 4	GR834	28.1020	4,871.0130	58,452.1600
Agricultural Program Specialist I Step 5	GR834	29.5060	5,114.3730	61,372.4800
Agricultural Program Specialist II Step 1	GR834	26.7580	4,638.0530	55,656.6400
Agricultural Program Specialist II Step 2	GR834	28.0920	4,869.2800	58,431.3600
Agricultural Program Specialist II Step 3	GR834	29.5010	5,113.5070	61,362.0800
Agricultural Program Specialist II Step 4	GR834	30.9740	5,368.8270	64,425.9200
Agricultural Program Specialist II Step 5	GR834	32.5230	5,637.3200	67,647.8400
Agricultural Program Specialist III Step 1	GR834	29.7150	5,150.6000	61,807.2000
Agricultural Program Specialist III Step 2	GR834	31.2010	5,408.1730	64,898.0800
Agricultural Program Specialist III Step 3	GR834	32.7600	5,678.4000	68,140.8000
Agricultural Program Specialist III Step 4	GR834	34.4010	5,962.8400	71,554.0800
Agricultural Program Specialist III Step 5	GR834	36.1180	6,260.4530	75,125.4400
Agricultural Standards Program Technician I Step 1	GR154	25.0130	4,335.5870	52,027.0400
Agricultural Standards Program Technician I Step 2	GR154	26.2620	4,552.0800	54,624.9600
Agricultural Standards Program Technician I Step 3	GR154	27.5780	4,780.1870	57,362.2400
Agricultural Standards Program Technician I Step 4	GR154	28.9590	5,019.5600	60,234.7200
Agricultural Standards Program Technician I Step 5	GR154	30.4010	5,269.5070	63,234.0800
Agricultural Standards Program Technician II Step 1	GR121	27.5130	4,768.9200	57,227.0400
Agricultural Standards Program Technician II Step 2	GR121	28.8870	5,007.0800	60,084.9600
Agricultural Standards Program Technician II Step 3	GR121	30.3350	5,258.0670	63,096.8000
Agricultural Standards Program Technician II Step 4	GR121	31.8520	5,521.0130	66,252.1600
Agricultural Standards Program Technician II Step 5	GR121	33.4400	5,796.2670	69,555.2000
Agriculture Standards Inspector I Step 1	GR803	29.5760	5,126.5070	61,518.0800
Agriculture Standards Inspector I Step 2	GR803	31.0510	5,382.1730	64,586.0800
Agriculture Standards Inspector I Step 3	GR803	32.6060	5,651.7070	67,820.4800
Agriculture Standards Inspector I Step 4	GR803	34.2320	5,933.5470	71,202.5600
Agriculture Standards Inspector I Step 5	GR803	35.9450	6,230.4670	74,765.6000
Agriculture Standards Inspector II Step 1	GR803	31.0780	5,386.8530	64,642.2400
Agriculture Standards Inspector II Step 2	GR803	32.6380	5,657.2530	67,887.0400
Agriculture Standards Inspector II Step 3	GR803	34.2650	5,939.2670	71,271.2000
Agriculture Standards Inspector II Step 4	GR803	35.9780	6,236.1870	74,834.2400
Agriculture Standards Inspector II Step 5	GR803	37.7790	6,548.3600	78,580.3200
Alcohol and Drug Specialist I Step 1	GR804	22.4080	3,884.0530	46,608.6400

Alcohol and Drug Specialist I Step 2	GR804	23.5270	4,078.0130	48,936.1600
Alcohol and Drug Specialist I Step 3	GR804	24.7120	4,283.4130	51,400.9600
Alcohol and Drug Specialist I Step 4	GR804	25.9440	4,496.9600	53,963.5200
Alcohol and Drug Specialist I Step 5	GR804	27.2400	4,721.6000	56,659.2000
Alcohol and Drug Specialist II Step 1	GR804	24.7630	4,292.2530	51,507.0400
Alcohol and Drug Specialist II Step 2	GR804	26.0020	4,507.0130	54,084.1600
Alcohol and Drug Specialist II Step 3	GR804	27.3050	4,732.8670	56,794.4000
Alcohol and Drug Specialist II Step 4	GR804	28.6720	4,969.8130	59,637.7600
Alcohol and Drug Specialist II Step 5	GR804	30.1020	5,217.6800	62,612.1600
Animal Control Officer Step 1	GR148	23.6760	4,103.8400	49,246.0800
Animal Control Officer Step 2	GR148	24.8600	4,309.0670	51,708.8000
Animal Control Officer Step 3	GR148	26.1010	4,524.1730	54,290.0800
Animal Control Officer Step 4	GR148	27.4070	4,750.5470	57,006.5600
Animal Control Officer Step 5	GR148	28.7770	4,988.0130	59,856.1600
Appraiser I Step 1	GR805	26.4920	4,591.9470	55,103.3600
Appraiser I Step 2	GR805	27.8180	4,821.7870	57,861.4400
Appraiser I Step 3	GR805	29.2070	5,062.5470	60,750.5600
Appraiser I Step 4	GR805	30.6680	5,315.7870	63,789.4400
Appraiser I Step 5	GR805	32.1990	5,581.1600	66,973.9200
Appraiser II Step 1	GR805	29.2710	5,073.6400	60,883.6800
Appraiser II Step 2	GR805	30.7370	5,327.7470	63,932.9600
Appraiser II Step 3	GR805	32.2750	5,594.3330	67,132.0000
Appraiser II Step 4	GR805	33.8870	5,873.7470	70,484.9600
Appraiser II Step 5	GR805	35.5800	6,167.2000	74,006.4000
Appraiser III Step 1	GR201	33.3320	5,777.5470	69,330.5600
Appraiser III Step 2	GR201	34.9960	6,065.9730	72,791.6800
Appraiser III Step 3	GR201	36.7480	6,369.6530	76,435.8400
Appraiser III Step 4	GR201	38.5850	6,688.0670	80,256.8000
Appraiser III Step 5	GR201	40.5130	7,022.2530	84,267.0400
Assessment-Recording Clerk I Step 1	GR806	18.2600	3,165.0670	37,980.8000
Assessment-Recording Clerk I Step 2	GR806	19.1780	3,324.1870	39,890.2400
Assessment-Recording Clerk I Step 3	GR806	20.1330	3,489.7200	41,876.6400
Assessment-Recording Clerk I Step 4	GR806	21.1400	3,664.2670	43,971.2000
Assessment-Recording Clerk I Step 5	GR806	22.1960	3,847.3070	46,167.6800
Assessment-Recording Clerk II Step 1	GR806	20.0760	3,479.8400	41,758.0800
Assessment-Recording Clerk II Step 2	GR806	21.0800	3,653.8670	43,846.4000
Assessment-Recording Clerk II Step 3	GR806	22.1330	3,836.3870	46,036.6400
Assessment-Recording Clerk II Step 4	GR806	23.2400	4,028.2670	48,339.2000
Assessment-Recording Clerk II Step 5	GR806	24.4030	4,229.8530	50,758.2400
Assessment-Recording Clerk III Step 1	GR220	21.9420	3,803.2800	45,639.3600
Assessment-Recording Clerk III Step 2	GR220	23.0380	3,993.2530	47,919.0400
Assessment-Recording Clerk III Step 3	GR220	24.1900	4,192.9330	50,315.2000
Assessment-Recording Clerk III Step 4	GR220	25.3990	4,402.4930	52,829.9200
Assessment-Recording Clerk III Step 5	GR220	26.6690	4,622.6270	55,471.5200
Associate Engineer Step 1	GR219	39.5020	6,847.0130	82,164.1600
Associate Engineer Step 2	GR219	41.4760	7,189.1730	86,270.0800

Associate Engineer Step 3	GR219	43.5470	7,548.1470	90,577.7600
Associate Engineer Step 4	GR219	45.7230	7,925.3200	95,103.8400
Associate Engineer Step 5	GR219	48.0110	8,321.9070	99,862.8800
Auditor-Appraiser Step 1	GR276	34.9970	6,066.1470	72,793.7600
Auditor-Appraiser Step 2	GR276	36.7470	6,369.4800	76,433.7600
Auditor-Appraiser Step 3	GR276	38.5840	6,687.8930	80,254.7200
Auditor-Appraiser Step 4	GR276	40.5120	7,022.0800	84,264.9600
Auditor-Appraiser Step 5	GR276	42.5400	7,373.6000	88,483.2000
Building Inspector Step 1	GR186	28.9820	5,023.5470	60,282.5600
Building Inspector Step 2	GR186	30.4330	5,275.0530	63,300.6400
Building Inspector Step 3	GR186	31.9530	5,538.5200	66,462.2400
Building Inspector Step 4	GR186	33.5500	5,815.3330	69,784.0000
Building Inspector Step 5	GR186	35.2270	6,106.0130	73,272.1600
Business Systems Analyst I Step 1	GR807	27.0130	4,682.2530	56,187.0400
Business Systems Analyst I Step 2	GR807	28.3660	4,916.7730	59,001.2800
Business Systems Analyst I Step 3	GR807	29.7820	5,162.2130	61,946.5600
Business Systems Analyst I Step 4	GR807	31.2730	5,420.6530	65,047.8400
Business Systems Analyst I Step 5	GR807	32.8360	5,691.5730	68,298.8800
Business Systems Analyst II Step 1	GR807	29.7150	5,150.6000	61,807.2000
Business Systems Analyst II Step 2	GR807	31.2010	5,408.1730	64,898.0800
Business Systems Analyst II Step 3	GR807	32.7600	5,678.4000	68,140.8000
Business Systems Analyst II Step 4	GR807	34.4010	5,962.8400	71,554.0800
Business Systems Analyst II Step 5	GR807	36.1180	6,260.4530	75,125.4400
Cadastral Drafting Technician I Step 1	GR808	25.4550	4,412.2000	52,946.4000
Cadastral Drafting Technician I Step 2	GR808	26.7280	4,632.8530	55,594.2400
Cadastral Drafting Technician I Step 3	GR808	28.0620	4,864.0800	58,368.9600
Cadastral Drafting Technician I Step 4	GR808	29.4640	5,107.0930	61,285.1200
Cadastral Drafting Technician I Step 5	GR808	30.9400	5,362.9330	64,355.2000
Cadastral Drafting Technician II Step 1	GR808	26.7580	4,638.0530	55,656.6400
Cadastral Drafting Technician II Step 2	GR808	28.0920	4,869.2800	58,431.3600
Cadastral Drafting Technician II Step 3	GR808	29.5010	5,113.5070	61,362.0800
Cadastral Drafting Technician II Step 4	GR808	30.9740	5,368.8270	64,425.9200
Cadastral Drafting Technician II Step 5	GR808	32.5230	5,637.3200	67,647.8400
Child Support Accounting Specialist Step 1	GR199	30.4680	5,281.1200	63,373.4400
Child Support Accounting Specialist Step 2	GR199	31.9910	5,545.1070	66,541.2800
Child Support Accounting Specialist Step 3	GR199	33.5870	5,821.7470	69,860.9600
Child Support Accounting Specialist Step 4	GR199	35.2680	6,113.1200	73,357.4400
Child Support Accounting Specialist Step 5	GR199	37.0330	6,419.0530	77,028.6400
Child Support Assistant I Step 1	GR224	16.4400	2,849.6000	34,195.2000
Child Support Assistant I Step 2	GR224	17.2620	2,992.0800	35,904.9600
Child Support Assistant I Step 3	GR224	18.1260	3,141.8400	37,702.0800
Child Support Assistant I Step 4	GR224	19.0320	3,298.8800	39,586.5600
Child Support Assistant I Step 5	GR224	19.9830	3,463.7200	41,564.6400
Child Support Specialist I Step 1	GR809	24.2750	4,207.6670	50,492.0000
Child Support Specialist I Step 2	GR809	25.4890	4,418.0930	53,017.1200
Child Support Specialist I Step 3	GR809	26.7630	4,638.9200	55,667.0400

Child Support Specialist I Step 4	GR809	28.1020	4,871.0130	58,452.1600
Child Support Specialist I Step 5	GR809	29.5060	5,114.3730	61,372.4800
Child Support Specialist II Step 1	GR809	26.7580	4,638.0530	55,656.6400
Child Support Specialist II Step 2	GR809	28.0920	4,869.2800	58,431.3600
Child Support Specialist II Step 3	GR809	29.5010	5,113.5070	61,362.0800
Child Support Specialist II Step 4	GR809	30.9740	5,368.8270	64,425.9200
Child Support Specialist II Step 5	GR809	32.5230	5,637.3200	67,647.8400
Child Support Specialist III Step 1	GR189	29.7150	5,150.6000	61,807.2000
Child Support Specialist III Step 2	GR189	31.2010	5,408.1730	64,898.0800
Child Support Specialist III Step 3	GR189	32.7600	5,678.4000	68,140.8000
Child Support Specialist III Step 4	GR189	34.4010	5,962.8400	71,554.0800
Child Support Specialist III Step 5	GR189	36.1180	6,260.4530	75,125.4400
Code Compliance Technician Step 1	GR212	30.1290	5,222.3600	62,668.3200
Code Compliance Technician Step 2	GR212	31.6350	5,483.4000	65,800.8000
Code Compliance Technician Step 3	GR212	33.2140	5,757.0930	69,085.1200
Code Compliance Technician Step 4	GR212	34.8770	6,045.3470	72,544.1600
Code Compliance Technician Step 5	GR212	36.6230	6,347.9870	76,175.8400
Community Design Development Planner I Step 1	GR837	31.7380	5,501.2530	66,015.0400
Community Design Development Planner I Step 2	GR837	33.3240	5,776.1600	69,313.9200
Community Design Development Planner I Step 3	GR837	34.9910	6,065.1070	72,781.2800
Community Design Development Planner I Step 4	GR837	36.7400	6,368.2670	76,419.2000
Community Design Development Planner I Step 5	GR837	38.5770	6,686.6800	80,240.1600
Community Design Development Planner II Step 1	GR837	35.6620	6,181.4130	74,176.9600
Community Design Development Planner II Step 2	GR837	37.4460	6,490.6400	77,887.6800
Community Design Development Planner II Step 3	GR837	39.3180	6,815.1200	81,781.4400
Community Design Development Planner II Step 4	GR837	41.2840	7,155.8930	85,870.7200
Community Design Development Planner II Step 5	GR837	43.3490	7,513.8270	90,165.9200
Community Mental Health Nurse Step 1	GR213	35.5680	6,165.1200	73,981.4400
Community Mental Health Nurse Step 2	GR213	37.3460	6,473.3070	77,679.6800
Community Mental Health Nurse Step 3	GR213	39.2130	6,796.9200	81,563.0400
Community Mental Health Nurse Step 4	GR213	41.1760	7,137.1730	85,646.0800
Community Mental Health Nurse Step 5	GR213	43.2310	7,493.3730	89,920.4800
Custodian Step 1	GR107	18.5280	3,211.5200	38,538.2400
Custodian Step 2	GR107	19.4560	3,372.3730	40,468.4800
Custodian Step 3	GR107	20.4300	3,541.2000	42,494.4000
Custodian Step 4	GR107	21.4490	3,717.8270	44,613.9200
Custodian Step 5	GR107	22.5230	3,903.9870	46,847.8400
Deputy Treasurer Step 1	GR188	29.2710	5,073.6400	60,883.6800
Deputy Treasurer Step 2	GR188	30.7370	5,327.7470	63,932.9600
Deputy Treasurer Step 3	GR188	32.2750	5,594.3330	67,132.0000
Deputy Treasurer Step 4	GR188	33.8870	5,873.7470	70,484.9600
Deputy Treasurer Step 5	GR188	35.5800	6,167.2000	74,006.4000
Development Services Technician Step 1	GR150	23.7350	4,114.0670	49,368.8000
Development Services Technician Step 2	GR150	24.9210	4,319.6400	51,835.6800
Development Services Technician Step 3	GR150	26.1680	4,535.7870	54,429.4400
Development Services Technician Step 4	GR150	27.4740	4,762.1600	57,145.9200

Development Services Technician Step 5	GR150	28.8500	5,000.6670	60,008.0000
Driver Step 1	GR229	18.7250	3,245.6670	38,948.0000
Driver Step 2	GR229	19.6610	3,407.9070	40,894.8800
Driver Step 3	GR229	20.6440	3,578.2930	42,939.5200
Driver Step 4	GR229	21.6760	3,757.1730	45,086.0800
Driver Step 5	GR229	22.7600	3,945.0670	47,340.8000
Elections Clerk I Step 1	GR810	20.4870	3,551.0800	42,612.9600
Elections Clerk I Step 2	GR810	21.5070	3,727.8800	44,734.5600
Elections Clerk I Step 3	GR810	22.5830	3,914.3870	46,972.6400
Elections Clerk I Step 4	GR810	23.7130	4,110.2530	49,323.0400
Elections Clerk I Step 5	GR810	24.8970	4,315.4800	51,785.7600
Elections Clerk II Step 1	GR810	22.6340	3,923.2270	47,078.7200
Elections Clerk II Step 2	GR810	23.7670	4,119.6130	49,435.3600
Elections Clerk II Step 3	GR810	24.9550	4,325.5330	51,906.4000
Elections Clerk II Step 4	GR810	26.2040	4,542.0270	54,504.3200
Elections Clerk II Step 5	GR810	27.5130	4,768.9200	57,227.0400
Eligibility Specialist I Step 1	GR811	24.2750	4,207.6670	50,492.0000
Eligibility Specialist I Step 2	GR811	25.4890	4,418.0930	53,017.1200
Eligibility Specialist I Step 3	GR811	26.7630	4,638.9200	55,667.0400
Eligibility Specialist I Step 4	GR811	28.1020	4,871.0130	58,452.1600
Eligibility Specialist I Step 5	GR811	29.5050	5,114.2000	61,370.4000
Eligibility Specialist II Step 1	GR811	26.7580	4,638.0530	55,656.6400
Eligibility Specialist II Step 2	GR811	28.0920	4,869.2800	58,431.3600
Eligibility Specialist II Step 3	GR811	29.5010	5,113.5070	61,362.0800
Eligibility Specialist II Step 4	GR811	30.9740	5,368.8270	64,425.9200
Eligibility Specialist II Step 5	GR811	32.5230	5,637.3200	67,647.8400
Eligibility Specialist III Step 1	GR149	29.7150	5,150.6000	61,807.2000
Eligibility Specialist III Step 2	GR149	31.2010	5,408.1730	64,898.0800
Eligibility Specialist III Step 3	GR149	32.7600	5,678.4000	68,140.8000
Eligibility Specialist III Step 4	GR149	34.4010	5,962.8400	71,554.0800
Eligibility Specialist III Step 5	GR149	36.1180	6,260.4530	75,125.4400
Eligibility Supervisor Step 1	GR190	29.7150	5,150.6000	61,807.2000
Eligibility Supervisor Step 2	GR190	31.2010	5,408.1730	64,898.0800
Eligibility Supervisor Step 3	GR190	32.7600	5,678.4000	68,140.8000
Eligibility Supervisor Step 4	GR190	34.4010	5,962.8400	71,554.0800
Eligibility Supervisor Step 5	GR190	36.1180	6,260.4530	75,125.4400
Engineering Technician I Step 1	GR812	24.7640	4,292.4270	51,509.1200
Engineering Technician I Step 2	GR812	26.0010	4,506.8400	54,082.0800
Engineering Technician I Step 3	GR812	27.3010	4,732.1730	56,786.0800
Engineering Technician I Step 4	GR812	28.6670	4,968.9470	59,627.3600
Engineering Technician I Step 5	GR812	30.1010	5,217.5070	62,610.0800
Engineering Technician II Step 1	GR812	28.1280	4,875.5200	58,506.2400
Engineering Technician II Step 2	GR812	29.5330	5,119.0530	61,428.6400
Engineering Technician II Step 3	GR812	31.0080	5,374.7200	64,496.6400
Engineering Technician II Step 4	GR812	32.5610	5,643.9070	67,726.8800
Engineering Technician II Step 5	GR812	34.1860	5,925.5730	71,106.8800

Engineering Technician III Step 1	GR198	31.0780	5,386.8530	64,642.2400
Engineering Technician III Step 2	GR198	32.6380	5,657.2530	67,887.0400
Engineering Technician III Step 3	GR198	34.2650	5,939.2670	71,271.2000
Engineering Technician III Step 4	GR198	35.9780	6,236.1870	74,834.2400
Engineering Technician III Step 5	GR198	37.7790	6,548.3600	78,580.3200
Engineering Technician Trainee Step 1	GR127	20.6920	3,586.6130	43,039.3600
Engineering Technician Trainee Step 2	GR127	21.7240	3,765.4930	45,185.9200
Engineering Technician Trainee Step 3	GR127	22.8100	3,953.7330	47,444.8000
Engineering Technician Trainee Step 4	GR127	23.9530	4,151.8530	49,822.2400
Engineering Technician Trainee Step 5	GR127	25.1470	4,358.8130	52,305.7600
Environmental Health Aide Step 1	GR115	19.9720	3,461.8130	41,541.7600
Environmental Health Aide Step 2	GR115	20.9710	3,634.9730	43,619.6800
Environmental Health Aide Step 3	GR115	22.0190	3,816.6270	45,799.5200
Environmental Health Aide Step 4	GR115	23.1190	4,007.2930	48,087.5200
Environmental Health Aide Step 5	GR115	24.2750	4,207.6670	50,492.0000
Environmental Health Specialist I Step 1	GR832	31.3480	5,433.6530	65,203.8400
Environmental Health Specialist I Step 2	GR832	32.9150	5,705.2670	68,463.2000
Environmental Health Specialist I Step 3	GR832	34.5610	5,990.5730	71,886.8800
Environmental Health Specialist I Step 4	GR832	36.2900	6,290.2670	75,483.2000
Environmental Health Specialist I Step 5	GR832	38.1030	6,604.5200	79,254.2400
Environmental Health Specialist II Step 1	GR832	34.8320	6,037.5470	72,450.5600
Environmental Health Specialist II Step 2	GR832	36.5720	6,339.1470	76,069.7600
Environmental Health Specialist II Step 3	GR832	38.4010	6,656.1730	79,874.0800
Environmental Health Specialist II Step 4	GR832	40.3220	6,989.1470	83,869.7600
Environmental Health Specialist II Step 5	GR832	42.3380	7,338.5870	88,063.0400
Equipment Mechanic - Heavy Equipment Step 1	GR168	25.9690	4,501.2930	54,015.5200
Equipment Mechanic - Heavy Equipment Step 2	GR168	27.2660	4,726.1070	56,713.2800
Equipment Mechanic - Heavy Equipment Step 3	GR168	28.6250	4,961.6670	59,540.0000
Equipment Mechanic - Heavy Equipment Step 4	GR168	30.0610	5,210.5730	62,526.8800
Equipment Mechanic - Heavy Equipment Step 5	GR168	31.5600	5,470.4000	65,644.8000
Equipment Mechanic Supervisor Step 1	GR261	29.2710	5,073.6400	60,883.6800
Equipment Mechanic Supervisor Step 2	GR261	30.7370	5,327.7470	63,932.9600
Equipment Mechanic Supervisor Step 3	GR261	32.2750	5,594.3330	67,132.0000
Equipment Mechanic Supervisor Step 4	GR261	33.8870	5,873.7470	70,484.9600
Equipment Mechanic Supervisor Step 5	GR261	35.5800	6,167.2000	74,006.4000
Equipment Operator - Solid Waste Step 1	GR258	23.9890	4,158.0930	49,897.1200
Equipment Operator - Solid Waste Step 2	GR258	25.1870	4,365.7470	52,388.9600
Equipment Operator - Solid Waste Step 3	GR258	26.4460	4,583.9730	55,007.6800
Equipment Operator - Solid Waste Step 4	GR258	27.7690	4,813.2930	57,759.5200
Equipment Operator - Solid Waste Step 5	GR258	29.1580	5,054.0530	60,648.6400
Equipment Service Worker Step 1	GR177	20.4850	3,550.7330	42,608.8000
Equipment Service Worker Step 2	GR177	21.5080	3,728.0530	44,736.6400
Equipment Service Worker Step 3	GR177	22.5840	3,914.5600	46,974.7200
Equipment Service Worker Step 4	GR177	23.7130	4,110.2530	49,323.0400
Equipment Service Worker Step 5	GR177	24.8980	4,315.6530	51,787.8400
Executive Assistant Step 1	GR266	29.5230	5,117.3200	61,407.8400

Executive Assistant Step 2	GR266	31.0020	5,373.6800	64,484.1600
Executive Assistant Step 3	GR266	32.5500	5,642.0000	67,704.0000
Executive Assistant Step 4	GR266	34.1780	5,924.1870	71,090.2400
Executive Assistant Step 5	GR266	35.8880	6,220.5870	74,647.0400
Fire Prevention Inspector I Step 1	GR813	21.4170	3,712.2800	44,547.3600
Fire Prevention Inspector I Step 2	GR813	22.4870	3,897.7470	46,772.9600
Fire Prevention Inspector I Step 3	GR813	23.6110	4,092.5730	49,110.8800
Fire Prevention Inspector I Step 4	GR813	24.7920	4,297.2800	51,567.3600
Fire Prevention Inspector I Step 5	GR813	26.0320	4,512.2130	54,146.5600
Fire Prevention Inspector II Step 1	GR813	27.3320	4,737.5470	56,850.5600
Fire Prevention Inspector II Step 2	GR813	28.7010	4,974.8400	59,698.0800
Fire Prevention Inspector II Step 3	GR813	30.1350	5,223.4000	62,680.8000
Fire Prevention Inspector II Step 4	GR813	31.6410	5,484.4400	65,813.2800
Fire Prevention Inspector II Step 5	GR813	33.2240	5,758.8270	69,105.9200
GIS Specialist I Step 1	GR814	30.7600	5,331.7330	63,980.8000
GIS Specialist I Step 2	GR814	32.2950	5,597.8000	67,173.6000
GIS Specialist I Step 3	GR814	33.9130	5,878.2530	70,539.0400
GIS Specialist I Step 4	GR814	35.6070	6,171.8800	74,062.5600
GIS Specialist I Step 5	GR814	37.3870	6,480.4130	77,764.9600
GIS Specialist II Step 1	GR814	33.8340	5,864.5600	70,374.7200
GIS Specialist II Step 2	GR814	35.5280	6,158.1870	73,898.2400
GIS Specialist II Step 3	GR814	37.3040	6,466.0270	77,592.3200
GIS Specialist II Step 4	GR814	39.1690	6,789.2930	81,471.5200
GIS Specialist II Step 5	GR814	41.1290	7,129.0270	85,548.3200
Information Systems Specialist I Step 1	GR815	33.8330	5,864.3870	70,372.6400
Information Systems Specialist I Step 2	GR815	35.5270	6,158.0130	73,896.1600
Information Systems Specialist I Step 3	GR815	37.3020	6,465.6800	77,588.1600
Information Systems Specialist I Step 4	GR815	39.1680	6,789.1200	81,469.4400
Information Systems Specialist I Step 5	GR815	41.1280	7,128.8530	85,546.2400
Information Systems Specialist II Step 1	GR815	41.3140	7,161.0930	85,933.1200
Information Systems Specialist II Step 2	GR815	43.3790	7,519.0270	90,228.3200
Information Systems Specialist II Step 3	GR815	45.5490	7,895.1600	94,741.9200
Information Systems Specialist II Step 4	GR815	47.8300	8,290.5330	99,486.4000
Information Systems Specialist II Step 5	GR815	50.2180	8,704.4530	104,453.4400
Junior Engineer Step 1	GR214	35.7450	6,195.8000	74,349.6000
Junior Engineer Step 2	GR214	37.5330	6,505.7200	78,068.6400
Junior Engineer Step 3	GR214	39.4080	6,830.7200	81,968.6400
Junior Engineer Step 4	GR214	41.3790	7,172.3600	86,068.3200
Junior Engineer Step 5	GR214	43.4480	7,530.9870	90,371.8400
Kitchen Assistant Step 1	GR100	16.4400	2,849.6000	34,195.2000
Kitchen Assistant Step 2	GR100	17.2620	2,992.0800	35,904.9600
Kitchen Assistant Step 3	GR100	18.1260	3,141.8400	37,702.0800
Kitchen Assistant Step 4	GR100	19.0320	3,298.8800	39,586.5600
Kitchen Assistant Step 5	GR100	19.9830	3,463.7200	41,564.6400
Legal Secretary I Step 1	GR816	20.6920	3,586.6130	43,039.3600
Legal Secretary I Step 2	GR816	21.7230	3,765.3200	45,183.8400

Legal Secretary I Step 3	GR816	22.8100	3,953.7330	47,444.8000
Legal Secretary I Step 4	GR816	23.9530	4,151.8530	49,822.2400
Legal Secretary I Step 5	GR816	25.1450	4,358.4670	52,301.6000
Legal Secretary II Step 1	GR816	21.7470	3,769.4800	45,233.7600
Legal Secretary II Step 2	GR816	22.8360	3,958.2400	47,498.8800
Legal Secretary II Step 3	GR816	23.9740	4,155.4930	49,865.9200
Legal Secretary II Step 4	GR816	25.1750	4,363.6670	52,364.0000
Legal Secretary II Step 5	GR816	26.4370	4,582.4130	54,988.9600
Library Assistant I Step 1	GR817	19.1010	3,310.8400	39,730.0800
Library Assistant I Step 2	GR817	20.0560	3,476.3730	41,716.4800
Library Assistant I Step 3	GR817	21.0590	3,650.2270	43,802.7200
Library Assistant I Step 4	GR817	22.1120	3,832.7470	45,992.9600
Library Assistant I Step 5	GR817	23.2170	4,024.2800	48,291.3600
Library Assistant II Step 1	GR817	20.2760	3,514.5070	42,174.0800
Library Assistant II Step 2	GR817	21.2900	3,690.2670	44,283.2000
Library Assistant II Step 3	GR817	22.3610	3,875.9070	46,510.8800
Library Assistant II Step 4	GR817	23.4770	4,069.3470	48,832.1600
Library Assistant II Step 5	GR817	24.6490	4,272.4930	51,269.9200
Licensed Vocational Nurse Step 1	GR274	31.3140	5,427.7600	65,133.1200
Licensed Vocational Nurse Step 2	GR274	32.8820	5,699.5470	68,394.5600
Licensed Vocational Nurse Step 3	GR274	34.5240	5,984.1600	71,809.9200
Licensed Vocational Nurse Step 4	GR274	36.2530	6,283.8530	75,406.2400
Licensed Vocational Nurse Step 5	GR274	38.0640	6,597.7600	79,173.1200
Maintenance Supervisor Step 1	GR184	32.3830	5,613.0530	67,356.6400
Maintenance Supervisor Step 2	GR184	34.0040	5,894.0270	70,728.3200
Maintenance Supervisor Step 3	GR184	35.7050	6,188.8670	74,266.4000
Maintenance Supervisor Step 4	GR184	37.4890	6,498.0930	77,977.1200
Maintenance Supervisor Step 5	GR184	39.3620	6,822.7470	81,872.9600
Maintenance Worker I Step 1	GR818	21.0990	3,657.1600	43,885.9200
Maintenance Worker I Step 2	GR818	22.1530	3,839.8530	46,078.2400
Maintenance Worker I Step 3	GR818	23.2620	4,032.0800	48,384.9600
Maintenance Worker I Step 4	GR818	24.4270	4,234.0130	50,808.1600
Maintenance Worker I Step 5	GR818	25.6450	4,445.1330	53,341.6000
Maintenance Worker II Step 1	GR818	23.0830	4,001.0530	48,012.6400
Maintenance Worker II Step 2	GR818	24.2380	4,201.2530	50,415.0400
Maintenance Worker II Step 3	GR818	25.4470	4,410.8130	52,929.7600
Maintenance Worker II Step 4	GR818	26.7230	4,631.9870	55,583.8400
Maintenance Worker II Step 5	GR818	28.0550	4,862.8670	58,354.4000
Maintenance Worker III Step 1	GR163	26.0210	4,510.3070	54,123.6800
Maintenance Worker III Step 2	GR163	27.3230	4,735.9870	56,831.8400
Maintenance Worker III Step 3	GR163	28.6860	4,972.2400	59,666.8800
Maintenance Worker III Step 4	GR163	30.1220	5,221.1470	62,653.7600
Maintenance Worker III Step 5	GR163	31.6300	5,482.5330	65,790.4000
Maintenance/Construction Supervisor Step 1	GR236	32.3730	5,611.3200	67,335.8400
Maintenance/Construction Supervisor Step 2	GR236	33.9890	5,891.4270	70,697.1200
Maintenance/Construction Supervisor Step 3	GR236	35.6900	6,186.2670	74,235.2000

Maintenance/Construction Supervisor Step 4	GR236	37.4730	6,495.3200	77,943.8400
Maintenance/Construction Supervisor Step 5	GR236	39.3490	6,820.4930	81,845.9200
Mental Health Aide Step 1	GR128	18.4220	3,193.1470	38,317.7600
Mental Health Aide Step 2	GR128	19.3420	3,352.6130	40,231.3600
Mental Health Aide Step 3	GR128	20.3080	3,520.0530	42,240.6400
Mental Health Aide Step 4	GR128	21.3220	3,695.8130	44,349.7600
Mental Health Aide Step 5	GR128	22.3900	3,880.9330	46,571.2000
Mental Health Assistant I Step 1	GR819	20.2770	3,514.6800	42,176.1600
Mental Health Assistant I Step 2	GR819	21.2900	3,690.2670	44,283.2000
Mental Health Assistant I Step 3	GR819	22.3610	3,875.9070	46,510.8800
Mental Health Assistant I Step 4	GR819	23.4770	4,069.3470	48,832.1600
Mental Health Assistant I Step 5	GR819	24.6490	4,272.4930	51,269.9200
Mental Health Assistant II Step 1	GR819	24.7630	4,292.2530	51,507.0400
Mental Health Assistant II Step 2	GR819	26.0010	4,506.8400	54,082.0800
Mental Health Assistant II Step 3	GR819	27.3020	4,732.3470	56,788.1600
Mental Health Assistant II Step 4	GR819	28.6670	4,968.9470	59,627.3600
Mental Health Assistant II Step 5	GR819	30.1010	5,217.5070	62,610.0800
Mental Health Assistant III Step 1	GR191	29.7150	5,150.6000	61,807.2000
Mental Health Assistant III Step 2	GR191	31.2010	5,408.1730	64,898.0800
Mental Health Assistant III Step 3	GR191	32.7600	5,678.4000	68,140.8000
Mental Health Assistant III Step 4	GR191	34.4010	5,962.8400	71,554.0800
Mental Health Assistant III Step 5	GR191	36.1180	6,260.4530	75,125.4400
Mental Health Clinician Step 1	GR203	33.4970	5,806.1470	69,673.7600
Mental Health Clinician Step 2	GR203	35.1740	6,096.8270	73,161.9200
Mental Health Clinician Step 3	GR203	36.9290	6,401.0270	76,812.3200
Mental Health Clinician Step 4	GR203	38.7810	6,722.0400	80,664.4800
Mental Health Clinician Step 5	GR203	40.7180	7,057.7870	84,693.4400
Network Administrator I Step 1	GR820	33.8330	5,864.3870	70,372.6400
Network Administrator I Step 2	GR820	35.5270	6,158.0130	73,896.1600
Network Administrator I Step 3	GR820	37.3030	6,465.8530	77,590.2400
Network Administrator I Step 4	GR820	39.1680	6,789.1200	81,469.4400
Network Administrator I Step 5	GR820	41.1280	7,128.8530	85,546.2400
Network Administrator II Step 1	GR820	41.3140	7,161.0930	85,933.1200
Network Administrator II Step 2	GR820	43.3790	7,519.0270	90,228.3200
Network Administrator II Step 3	GR820	45.5490	7,895.1600	94,741.9200
Network Administrator II Step 4	GR820	47.8300	8,290.5330	99,486.4000
Network Administrator II Step 5	GR820	50.2180	8,704.4530	104,453.4400
Office Assistant I Step 1	GR821	16.4400	2,849.6000	34,195.2000
Office Assistant I Step 2	GR821	17.2620	2,992.0800	35,904.9600
Office Assistant I Step 3	GR821	18.1260	3,141.8400	37,702.0800
Office Assistant I Step 4	GR821	19.0320	3,298.8800	39,586.5600
Office Assistant I Step 5	GR821	19.9830	3,463.7200	41,564.6400
Office Assistant II Step 1	GR821	17.1160	2,966.7730	35,601.2800
Office Assistant II Step 2	GR821	17.9670	3,114.2800	37,371.3600
Office Assistant II Step 3	GR821	18.8650	3,269.9330	39,239.2000
Office Assistant II Step 4	GR821	19.8120	3,434.0800	41,208.9600

Office Assistant II Step 5	GR821	20.8000	3,605.3330	43,264.0000
Office Technician Step 1	GR160	25.0140	4,335.7600	52,029.1200
Office Technician Step 2	GR160	26.2620	4,552.0800	54,624.9600
Office Technician Step 3	GR160	27.5780	4,780.1870	57,362.2400
Office Technician Step 4	GR160	28.9580	5,019.3870	60,232.6400
Office Technician Step 5	GR160	30.4010	5,269.5070	63,234.0800
Office Technician Supervisor Step 1	GR161	27.5130	4,768.9200	57,227.0400
Office Technician Supervisor Step 2	GR161	28.8880	5,007.2530	60,087.0400
Office Technician Supervisor Step 3	GR161	30.3350	5,258.0670	63,096.8000
Office Technician Supervisor Step 4	GR161	31.8510	5,520.8400	66,250.0800
Office Technician Supervisor Step 5	GR161	33.4450	5,797.1330	69,565.6000
PC Technician Step 1	GR165	25.5800	4,433.8670	53,206.4000
PC Technician Step 2	GR165	26.8590	4,655.5600	55,866.7200
PC Technician Step 3	GR165	28.2050	4,888.8670	58,666.4000
PC Technician Step 4	GR165	29.6130	5,132.9200	61,595.0400
PC Technician Step 5	GR165	31.0950	5,389.8000	64,677.6000
Peer Coach I Step 1	GR280	16.4400	2,849.6000	34,195.2000
Peer Coach I Step 2	GR280	17.2620	2,992.0800	35,904.9600
Peer Coach I Step 3	GR280	18.1260	3,141.8400	37,702.0800
Peer Coach I Step 4	GR280	19.0320	3,298.8800	39,586.5600
Peer Coach I Step 5	GR280	19.9830	3,463.7200	41,564.6400
Plan Checker/Inspector I Step 1	GR833	30.7720	5,333.8130	64,005.7600
Plan Checker/Inspector I Step 2	GR833	32.3100	5,600.4000	67,204.8000
Plan Checker/Inspector I Step 3	GR833	33.9260	5,880.5070	70,566.0800
Plan Checker/Inspector I Step 4	GR833	35.6230	6,174.6530	74,095.8400
Plan Checker/Inspector I Step 5	GR833	37.4040	6,483.3600	77,800.3200
Plan Checker/Inspector II Step 1	GR833	39.1440	6,784.9600	81,419.5200
Plan Checker/Inspector II Step 2	GR833	41.1020	7,124.3470	85,492.1600
Plan Checker/Inspector II Step 3	GR833	43.1570	7,480.5470	89,766.5600
Plan Checker/Inspector II Step 4	GR833	45.3140	7,854.4270	94,253.1200
Plan Checker/Inspector II Step 5	GR833	47.5800	8,247.2000	98,966.4000
Plan Checker/Inspector Step 1	GR196	30.7720	5,333.8130	64,005.7600
Plan Checker/Inspector Step 2	GR196	32.3110	5,600.5730	67,206.8800
Plan Checker/Inspector Step 3	GR196	33.9240	5,880.1600	70,561.9200
Plan Checker/Inspector Step 4	GR196	35.6210	6,174.3070	74,091.6800
Plan Checker/Inspector Step 5	GR196	37.4030	6,483.1870	77,798.2400
Planner I Step 1	GR822	25.9690	4,501.2930	54,015.5200
Planner I Step 2	GR822	27.2660	4,726.1070	56,713.2800
Planner I Step 3	GR822	28.6250	4,961.6670	59,540.0000
Planner I Step 4	GR822	30.0610	5,210.5730	62,526.8800
Planner I Step 5	GR822	31.5600	5,470.4000	65,644.8000
Planner II Step 1	GR822	28.4070	4,923.8800	59,086.5600
Planner II Step 2	GR822	29.8300	5,170.5330	62,046.4000
Planner II Step 3	GR822	31.3210	5,428.9730	65,147.6800
Planner II Step 4	GR822	32.8860	5,700.2400	68,402.8800
Planner II Step 5	GR822	34.5310	5,985.3730	71,824.4800

Planner III Step 1	GR822	34.1730	5,923.3200	71,079.8400
Planner III Step 2	GR822	35.8820	6,219.5470	74,634.5600
Planner III Step 3	GR822	37.6790	6,531.0270	78,372.3200
Planner III Step 4	GR822	39.5600	6,857.0670	82,284.8000
Planner III Step 5	GR822	41.5380	7,199.9200	86,399.0400
Plant Operator I Step 1	GR823	27.3220	4,735.8130	56,829.7600
Plant Operator I Step 2	GR823	28.6890	4,972.7600	59,673.1200
Plant Operator I Step 3	GR823	30.1220	5,221.1470	62,653.7600
Plant Operator I Step 4	GR823	31.6270	5,482.0130	65,784.1600
Plant Operator I Step 5	GR823	33.2100	5,756.4000	69,076.8000
Plant Operator II Step 1	GR823	28.6870	4,972.4130	59,668.9600
Plant Operator II Step 2	GR823	30.1220	5,221.1470	62,653.7600
Plant Operator II Step 3	GR823	31.6290	5,482.3600	65,788.3200
Plant Operator II Step 4	GR823	33.2100	5,756.4000	69,076.8000
Plant Operator II Step 5	GR823	34.8720	6,044.4800	72,533.7600
Probation Technician Step 1	GR226	23.0830	4,001.0530	48,012.6400
Probation Technician Step 2	GR226	24.2380	4,201.2530	50,415.0400
Probation Technician Step 3	GR226	25.4470	4,410.8130	52,929.7600
Probation Technician Step 4	GR226	26.7230	4,631.9870	55,583.8400
Probation Technician Step 5	GR226	28.0550	4,862.8670	58,354.4000
Program Assistant I Step 1	GR824	18.7250	3,245.6670	38,948.0000
Program Assistant I Step 2	GR824	19.6610	3,407.9070	40,894.8800
Program Assistant I Step 3	GR824	20.6440	3,578.2930	42,939.5200
Program Assistant I Step 4	GR824	21.6760	3,757.1730	45,086.0800
Program Assistant I Step 5	GR824	22.7600	3,945.0670	47,340.8000
Program Assistant II Step 1	GR824	20.5970	3,570.1470	42,841.7600
Program Assistant II Step 2	GR824	21.6260	3,748.5070	44,982.0800
Program Assistant II Step 3	GR824	22.7070	3,935.8800	47,230.5600
Program Assistant II Step 4	GR824	23.8440	4,132.9600	49,595.5200
Program Assistant II Step 5	GR824	25.0330	4,339.0530	52,068.6400
Program Specialist I Step 1	GR825	24.2750	4,207.6670	50,492.0000
Program Specialist I Step 2	GR825	25.4890	4,418.0930	53,017.1200
Program Specialist I Step 3	GR825	26.7630	4,638.9200	55,667.0400
Program Specialist I Step 4	GR825	28.1020	4,871.0130	58,452.1600
Program Specialist I Step 5	GR825	29.5050	5,114.2000	61,370.4000
Program Specialist II Step 1	GR825	26.7580	4,638.0530	55,656.6400
Program Specialist II Step 2	GR825	28.0920	4,869.2800	58,431.3600
Program Specialist II Step 3	GR825	29.5010	5,113.5070	61,362.0800
Program Specialist II Step 4	GR825	30.9740	5,368.8270	64,425.9200
Program Specialist II Step 5	GR825	32.5230	5,637.3200	67,647.8400
Program Specialist III Step 1	GR279	29.7150	5,150.6000	61,807.2000
Program Specialist III Step 2	GR279	31.2010	5,408.1730	64,898.0800
Program Specialist III Step 3	GR279	32.7600	5,678.4000	68,140.8000
Program Specialist III Step 4	GR279	34.4010	5,962.8400	71,554.0800
Program Specialist III Step 5	GR279	36.1180	6,260.4530	75,125.4400

Psychiatric Registered Nurse Step 1	GR215	61.8490	10,720.4930	128,645.9200
Psychiatric Registered Nurse Step 2	GR215	64.9420	11,256.6130	135,079.3600
Psychiatric Registered Nurse Step 3	GR215	68.1870	11,819.0800	141,828.9600
Psychiatric Registered Nurse Step 4	GR215	71.5980	12,410.3200	148,923.8400
Psychiatric Registered Nurse Step 5	GR215	75.1780	13,030.8530	156,370.2400
Public Health Emergency Response Coordinator Step 1	GR216	39.2990	6,811.8270	81,741.9200
Public Health Emergency Response Coordinator Step 2	GR216	41.2690	7,153.2930	85,839.5200
Public Health Emergency Response Coordinator Step 3	GR216	43.3280	7,510.1870	90,122.2400
Public Health Emergency Response Coordinator Step 4	GR216	45.4970	7,886.1470	94,633.7600
Public Health Emergency Response Coordinator Step 5	GR216	47.7720	8,280.4800	99,365.7600
Public Health Nurse I Step 1	GR826	35.5680	6,165.1200	73,981.4400
Public Health Nurse I Step 2	GR826	37.3460	6,473.3070	77,679.6800
Public Health Nurse I Step 3	GR826	39.2130	6,796.9200	81,563.0400
Public Health Nurse I Step 4	GR826	41.1740	7,136.8270	85,641.9200
Public Health Nurse I Step 5	GR826	43.2310	7,493.3730	89,920.4800
Public Health Nurse II Step 1	GR826	39.2990	6,811.8270	81,741.9200
Public Health Nurse II Step 2	GR826	41.2690	7,153.2930	85,839.5200
Public Health Nurse II Step 3	GR826	43.3300	7,510.5330	90,126.4000
Public Health Nurse II Step 4	GR826	45.4970	7,886.1470	94,633.7600
Public Health Nurse II Step 5	GR826	47.7720	8,280.4800	99,365.7600
Recreation Supervisor Step 1	GR263	32.7880	5,683.2530	68,199.0400
Recreation Supervisor Step 2	GR263	34.4290	5,967.6930	71,612.3200
Recreation Supervisor Step 3	GR263	36.1500	6,266.0000	75,192.0000
Recreation Supervisor Step 4	GR263	37.9570	6,579.2130	78,950.5600
Recreation Supervisor Step 5	GR263	39.8520	6,907.6800	82,892.1600
Registered Nurse Step 1	GR200	32.1870	5,579.0800	66,948.9600
Registered Nurse Step 2	GR200	33.7950	5,857.8000	70,293.6000
Registered Nurse Step 3	GR200	35.4860	6,150.9070	73,810.8800
Registered Nurse Step 4	GR200	37.2590	6,458.2270	77,498.7200
Registered Nurse Step 5	GR200	39.1220	6,781.1470	81,373.7600
Senior Account Clerk Step 1	GR122	20.4870	3,551.0800	42,612.9600
Senior Account Clerk Step 2	GR122	21.5070	3,727.8800	44,734.5600
Senior Account Clerk Step 3	GR122	22.5830	3,914.3870	46,972.6400
Senior Account Clerk Step 4	GR122	23.7130	4,110.2530	49,323.0400
Senior Account Clerk Step 5	GR122	24.8970	4,315.4800	51,785.7600
Senior Agriculture Standards Inspector Step 1	GR206	33.6640	5,835.0930	70,021.1200
Senior Agriculture Standards Inspector Step 2	GR206	35.3480	6,126.9870	73,523.8400
Senior Agriculture Standards Inspector Step 3	GR206	37.1170	6,433.6130	77,203.3600
Senior Agriculture Standards Inspector Step 4	GR206	38.9690	6,754.6270	81,055.5200
Senior Agriculture Standards Inspector Step 5	GR206	40.9210	7,092.9730	85,115.6800
Senior Alcohol and Drug Specialist Step 1	GR176	27.2940	4,730.9600	56,771.5200
Senior Alcohol and Drug Specialist Step 2	GR176	28.6630	4,968.2530	59,619.0400
Senior Alcohol and Drug Specialist Step 3	GR176	30.0930	5,216.1200	62,593.4400
Senior Alcohol and Drug Specialist Step 4	GR176	31.6000	5,477.3330	65,728.0000
Senior Alcohol and Drug Specialist Step 5	GR176	33.1760	5,750.5070	69,006.0800
Senior Community Design Development Planner Step 1	GR838	39.5020	6,847.0130	82,164.1600

Senior Community Design Development Planner Step 2	GR838	41.4770	7,189.3470	86,272.1600
Senior Community Design Development Planner Step 3	GR838	43.5500	7,548.6670	90,584.0000
Senior Community Design Development Planner Step 4	GR838	45.7270	7,926.0130	95,112.1600
Senior Community Design Development Planner Step 5	GR838	48.0150	8,322.6000	99,871.2000
Senior Development Services Technician Step 1	GR162	25.0140	4,335.7600	52,029.1200
Senior Development Services Technician Step 2	GR162	26.2620	4,552.0800	54,624.9600
Senior Development Services Technician Step 3	GR162	27.5780	4,780.1870	57,362.2400
Senior Development Services Technician Step 4	GR162	28.9580	5,019.3870	60,232.6400
Senior Development Services Technician Step 5	GR162	30.4010	5,269.5070	63,234.0800
Senior Geographic Information Systems Specialist Step 1	GR255	38.9130	6,744.9200	80,939.0400
Senior Geographic Information Systems Specialist Step 2	GR255	40.8590	7,082.2270	84,986.7200
Senior Geographic Information Systems Specialist Step 3	GR255	42.9010	7,436.1730	89,234.0800
Senior Geographic Information Systems Specialist Step 4	GR255	45.0440	7,807.6270	93,691.5200
Senior Geographic Information Systems Specialist Step 5	GR255	47.2990	8,198.4930	98,381.9200
Senior Library Assistant Step 1	GR141	22.4080	3,884.0530	46,608.6400
Senior Library Assistant Step 2	GR141	23.5280	4,078.1870	48,938.2400
Senior Library Assistant Step 3	GR141	24.7080	4,282.7200	51,392.6400
Senior Library Assistant Step 4	GR141	25.9440	4,496.9600	53,963.5200
Senior Library Assistant Step 5	GR141	27.2400	4,721.6000	56,659.2000
Senior Nutrition Cook/Supervisor Step 1	GR102	16.4400	2,849.6000	34,195.2000
Senior Nutrition Cook/Supervisor Step 2	GR102	17.2620	2,992.0800	35,904.9600
Senior Nutrition Cook/Supervisor Step 3	GR102	18.1260	3,141.8400	37,702.0800
Senior Nutrition Cook/Supervisor Step 4	GR102	19.0320	3,298.8800	39,586.5600
Senior Nutrition Cook/Supervisor Step 5	GR102	19.9830	3,463.7200	41,564.6400
Senior Office Assistant Step 1	GR111	21.3180	3,695.1200	44,341.4400
Senior Office Assistant Step 2	GR111	22.3830	3,879.7200	46,556.6400
Senior Office Assistant Step 3	GR111	23.5050	4,074.2000	48,890.4000
Senior Office Assistant Step 4	GR111	24.6780	4,277.5200	51,330.2400
Senior Office Assistant Step 5	GR111	25.9140	4,491.7600	53,901.1200
Senior Plant Operator Step 1	GR271	35.3480	6,126.9870	73,523.8400
Senior Plant Operator Step 2	GR271	37.1150	6,433.2670	77,199.2000
Senior Plant Operator Step 3	GR271	38.9690	6,754.6270	81,055.5200
Senior Plant Operator Step 4	GR271	40.9180	7,092.4530	85,109.4400
Senior Plant Operator Step 5	GR271	42.9640	7,447.0930	89,365.1200
Services Support Assistant III Step 1	GR260	21.1040	3,658.0270	43,896.3200
Services Support Assistant III Step 2	GR260	22.1600	3,841.0670	46,092.8000
Services Support Assistant III Step 3	GR260	23.2660	4,032.7730	48,393.2800
Services Support Assistant III Step 4	GR260	24.4300	4,234.5330	50,814.4000
Services Support Assistant III Step 5	GR260	25.6510	4,446.1730	53,354.0800
Sheriff's Dispatcher Step 1	GR152	23.7950	4,124.4670	49,493.6000
Sheriff's Dispatcher Step 2	GR152	24.9860	4,330.9070	51,970.8800
Sheriff's Dispatcher Step 3	GR152	26.2320	4,546.8800	54,562.5600
Sheriff's Dispatcher Step 4	GR152	27.5440	4,774.2930	57,291.5200
Sheriff's Dispatcher Step 5	GR152	28.9230	5,013.3200	60,159.8400
Sheriff's Evidence Technician Step 1	GR142	22.4080	3,884.0530	46,608.6400
Sheriff's Evidence Technician Step 2	GR142	23.5280	4,078.1870	48,938.2400

Sheriff's Evidence Technician Step 3	GR142	24.7080	4,282.7200	51,392.6400
Sheriff's Evidence Technician Step 4	GR142	25.9440	4,496.9600	53,963.5200
Sheriff's Evidence Technician Step 5	GR142	27.2400	4,721.6000	56,659.2000
Social Service Aide Step 1	GR120	20.2760	3,514.5070	42,174.0800
Social Service Aide Step 2	GR120	21.2900	3,690.2670	44,283.2000
Social Service Aide Step 3	GR120	22.3610	3,875.9070	46,510.8800
Social Service Aide Step 4	GR120	23.4770	4,069.3470	48,832.1600
Social Service Aide Step 5	GR120	24.6490	4,272.4930	51,269.9200
Social Worker I Step 1	GR827	24.3980	4,228.9870	50,747.8400
Social Worker I Step 2	GR827	25.6140	4,439.7600	53,277.1200
Social Worker I Step 3	GR827	26.8950	4,661.8000	55,941.6000
Social Worker I Step 4	GR827	28.2380	4,894.5870	58,735.0400
Social Worker I Step 5	GR827	29.6520	5,139.6800	61,676.1600
Social Worker II Step 1	GR827	26.8910	4,661.1070	55,933.2800
Social Worker II Step 2	GR827	28.2350	4,894.0670	58,728.8000
Social Worker II Step 3	GR827	29.6470	5,138.8130	61,665.7600
Social Worker II Step 4	GR827	31.1310	5,396.0400	64,752.4800
Social Worker II Step 5	GR827	32.6860	5,665.5730	67,986.8800
Social Worker III Step 1	GR192	29.7150	5,150.6000	61,807.2000
Social Worker III Step 2	GR192	31.2010	5,408.1730	64,898.0800
Social Worker III Step 3	GR192	32.7600	5,678.4000	68,140.8000
Social Worker III Step 4	GR192	34.4010	5,962.8400	71,554.0800
Social Worker III Step 5	GR192	36.1180	6,260.4530	75,125.4400
Social Worker IV Step 1	GR204	33.4970	5,806.1470	69,673.7600
Social Worker IV Step 2	GR204	35.1730	6,096.6530	73,159.8400
Social Worker IV Step 3	GR204	36.9290	6,401.0270	76,812.3200
Social Worker IV Step 4	GR204	38.7800	6,721.8670	80,662.4000
Social Worker IV Step 5	GR204	40.7180	7,057.7870	84,693.4400
Staff Development Coordinator Step 1	GR252	28.9550	5,018.8670	60,226.4000
Staff Development Coordinator Step 2	GR252	30.4010	5,269.5070	63,234.0800
Staff Development Coordinator Step 3	GR252	31.9230	5,533.3200	66,399.8400
Staff Development Coordinator Step 4	GR252	33.5230	5,810.6530	69,727.8400
Staff Development Coordinator Step 5	GR252	35.1910	6,099.7730	73,197.2800
Staff Services Analyst I Step 1	GR828	27.0130	4,682.2530	56,187.0400
Staff Services Analyst I Step 2	GR828	28.3660	4,916.7730	59,001.2800
Staff Services Analyst I Step 3	GR828	29.7820	5,162.2130	61,946.5600
Staff Services Analyst I Step 4	GR828	31.2720	5,420.4800	65,045.7600
Staff Services Analyst I Step 5	GR828	32.8350	5,691.4000	68,296.8000
Staff Services Analyst II Step 1	GR828	29.7150	5,150.6000	61,807.2000
Staff Services Analyst II Step 2	GR828	31.2010	5,408.1730	64,898.0800
Staff Services Analyst II Step 3	GR828	32.7600	5,678.4000	68,140.8000
Staff Services Analyst II Step 4	GR828	34.4010	5,962.8400	71,554.0800
Staff Services Analyst II Step 5	GR828	36.1180	6,260.4530	75,125.4400
Supervising Custodian Step 1	GR125	20.4870	3,551.0800	42,612.9600
Supervising Custodian Step 2	GR125	21.5070	3,727.8800	44,734.5600
Supervising Custodian Step 3	GR125	22.5830	3,914.3870	46,972.6400

Supervising Custodian Step 4	GR125	23.7130	4,110.2530	49,323.0400
Supervising Custodian Step 5	GR125	24.8970	4,315.4800	51,785.7600
Survey Technician Step 1	GR264	31.0780	5,386.8530	64,642.2400
Survey Technician Step 2	GR264	32.6380	5,657.2530	67,887.0400
Survey Technician Step 3	GR264	34.2650	5,939.2670	71,271.2000
Survey Technician Step 4	GR264	35.9780	6,236.1870	74,834.2400
Survey Technician Step 5	GR264	37.7790	6,548.3600	78,580.3200
System Support Analyst Step 1	GR170	26.0980	4,523.6530	54,283.8400
System Support Analyst Step 2	GR170	27.4000	4,749.3330	56,992.0000
System Support Analyst Step 3	GR170	28.7730	4,987.3200	59,847.8400
System Support Analyst Step 4	GR170	30.2120	5,236.7470	62,840.9600
System Support Analyst Step 5	GR170	31.7190	5,497.9600	65,975.5200
Transit System Bus Driver Step 1	GR137	22.1880	3,845.9200	46,151.0400
Transit System Bus Driver Step 2	GR137	23.2960	4,037.9730	48,455.6800
Transit System Bus Driver Step 3	GR137	24.4620	4,240.0800	50,880.9600
Transit System Bus Driver Step 4	GR137	25.6840	4,451.8930	53,422.7200
Transit System Bus Driver Step 5	GR137	26.9670	4,674.2800	56,091.3600
Transportation Planner Step 1	GR269	34.1730	5,923.3200	71,079.8400
Transportation Planner Step 2	GR269	35.8820	6,219.5470	74,634.5600
Transportation Planner Step 3	GR269	37.6790	6,531.0270	78,372.3200
Transportation Planner Step 4	GR269	39.5600	6,857.0670	82,284.8000
Transportation Planner Step 5	GR269	41.5380	7,199.9200	86,399.0400
Victim Witness Advocate Step 1	GR259	20.2770	3,514.6800	42,176.1600
Victim Witness Advocate Step 2	GR259	21.2900	3,690.2670	44,283.2000
Victim Witness Advocate Step 3	GR259	22.3610	3,875.9070	46,510.8800
Victim Witness Advocate Step 4	GR259	23.4770	4,069.3470	48,832.1600
Victim Witness Advocate Step 5	GR259	24.6490	4,272.4930	51,269.9200
Wildfire Mitigation Coordinator Step 1	GR281	24.8260	4,303.1730	51,638.0800
Wildfire Mitigation Coordinator Step 2	GR281	26.0670	4,518.2800	54,219.3600
Wildfire Mitigation Coordinator Step 3	GR281	27.3700	4,744.1330	56,929.6000
Wildfire Mitigation Coordinator Step 4	GR281	28.7390	4,981.4270	59,777.1200
Wildfire Mitigation Coordinator Step 5	GR281	30.1760	5,230.5070	62,766.0800

APPENDIX B

Alternate Work Schedules

1. **Assessor's Office**:
   a. 4/10 schedule for appraisers as approved by the Assessor from time-to-time.(1)
   b. 9/80 schedule for clerical staff for the months of January through November; during the month of December, the 9/80 schedule is suspended (08-317).

2. **Auditor's Office**: 9/80 flex schedule for Auditor's Office staff for ten (10) months each year, excluding the months of November and December (05-74).

3. **Child Support Services Office:** 4/10 schedule for Child Support Services' staff personnel as assigned from time-to-time (93-485). Amended to 9/80 schedule for one employee (98-405).

4. **Fire Department**: 4/10 schedule for Fire Department office staff (13-295).

5. **Health and Human Services Agency :**
   a. 9/80 schedule for Registered Environmental Health Specialists (09-150).
   b. 4/10 schedule for Hazardous Material Specialist (09-370).
   c. 4/10 schedule for Secretary (later reclassified to Accounting Technician (17-76).
   d. 9/80 schedule for certain employees as approved by immediate supervisor and the department head.(1)
   e. 9/80 schedule for office staff assigned to Housing Authority functions (94-378).
   f. 4/10 schedule for staff person of Public Guardian/Conservator's Office (00-18).
   g. 4/10 schedule for certain employees in Children's System of Care and Child Welfare, Community Action, and Housing Authority, when needed and as approved by the department head (01-305).
   h. 4/10 schedule for Senior Office Assistant who works in the Coulterville office to provide office coverage for Mental Health and Alcohol and Drug group counseling (08-462).
   i. 4/10 schedule for Secretary in Health (later reclassified to Office Technician) (17-76).
   j. 4/10 schedule for Office Technician in Health (later reclassified to Executive Assistant) (17-20)

6. **Library:** 4/10 schedule for senior library staff only. (07-59)

7. **Planning and Building:** 9/80 schedule may be assigned from time-to-time to certain employees as approved by the department head (96-23).

8. **Probation:** 9/80 schedule as approved by the Chief Probation Officer (08-82).

9. **Public Works:**

Solid Waste	7:30 am -4:30 pm	TU-S	
Engineering	8:00 am - 4:30 pm	M-F	
Survey	7:00 am - 4:30 pm	M-F	9/80 Flex Friday
Fleet	8:00am - 4:30 pm	M-F	
Facilities and Recreation Services			
Recreation Supervisor			
Pool Season	7:00 am - 4:30 pm	M-F	9/80 Flex
Off Season	8:00 am - 4:30 pm	M-F	
Custodial Staff	5:30 pm - 2:00 am	M-F	
All Other Staff	7:00 am - 4:30 pm	M-F	9/80 (Split Flex)
Fiscal/Admin			
Executive Assist.	7:30 am - 5:00 pm	M-F	9/80 Flex
All Other Staff	8:00 am - 4:30 pm	M-F	
Utilities	7:00 am - 4:30 pm	M-F	9/80 Split Flex 4/10
Roads			
Mar-Oct	7:00 am - 5:30 pm	M-TH	4/10 Flex
Nov - Feb	7:00 am - 4:30 pm	M-F	9/80 Split Flex

(1) With the exception of Solid Waste, Start/ Stop Times reflect a 30 minute lunch period. Employees desiring a longer lunch (up to 60 minutes per the MOU) may, with Division Manager's approval, arrange an earlier start or later stop time to accommodate a full workday.

(2) Roads Crews 4/10 schedule during warm weather or longer daylight months; 9/80 schedule during winter or shorter daylight months. The effective date of the warm weather and winter alternative work schedule shall be determined by the Department.
(3) Employees on 9/80 schedules will arrange appropriate start/stop times for the biweekly 8 hour day with their Division Manager.
(4) Maintenance Worker assigned to Pool Maintenance to start at 6:00 am -3:30 pm during pool season. (17-40)

10. **Sheriff/Coroner**:
a. 24-hour coverage provided by Sheriff's Dispatchers assigned in 3 shifts:
7:00 a.m. - 3:00 p.m.
3:00 p.m. - 11:00 p.m.
11:00 p.m. - 7:00 a.m.
b. i) 5/8, 9/80, or 4/10 schedule for Office Technician and Administrative Assistant as approved by immediate supervisor and the department head.
ii) 5/8, 9/80, or 4/10 schedule for Animal Control employees as approved by immediate supervisor and the department head.
iii) 5/8, 9/80, or 4/10 schedule for Dispatchers as approved by immediate supervisor and the department head. (06-457)

Pursuant to Section 8.1.2.2, this schedule may be updated from time-to-time as amended and approved by the Board of Supervisors.

(1) B/S 92-279 permitted 9/80 schedules for this department. Additional resolutions are required as positions are entered into alternate work schedules.

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-386

MEETING: September 3, 2024

TO: The Board of Supervisors

FROM: Joe Lynch, County Administrative Officer

RE: Approve the Mental Health Clinician Classification Revision in Health and Human Services, Effective Immediately

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RECOMMENDATION AND JUSTIFICATION

Approve the Mental Health Clinician Classification Revision in Health and Human Services, Effective Immediately

The Mental Health Clinician position is often difficult to fill due to the minimum qualifications, which consist of a valid license through the Board of Behavioral Sciences (BBS) as a Clinical Social Worker (LCSW) or Associate Clinical Social Worker, Marriage and Family Therapist (MFT) or Associate MFT, Licensed Professional Clinical Counselor (LPCC), or an Associate Professional Clinical Counselor (APCC). In addition to holding one of the previously listed licenses, the applicant/incumbent must have graduated from an accredited college or university with a master's degree in social work, family or marriage counseling, psychology, or a closely related field.

Whereas it is understood a Mental Health Clinician must hold the requisite degree and license, the difference between an applicant being designated as qualified often comes down to waiting for the required license from the state.

To allow for a transition that values experience and education up to one of the previously listed licenses, this draft revision of the Mental Health Clinician classification includes the following text:

> *In place of the aforementioned certifications, registration verification of an associate number pending assignment by the State of California Board of Behavioral Science Examiners will be accepted. Requestors of associate numbers must receive the number within 90 days of hire to remain employed.*

By accepting an associate number pending assignment by the State of California Board of Behavioral Science examiners, Health and Human Services is better able to transition well-qualified applicants currently awaiting promotion to the Mental Health Clinician position while awaiting full licensure. This change will benefit both the Mariposa County behavioral health clients served by Health and Human Services and experienced employees during the transition period.

In addition to the aforementioned change, the classification draft was also updated to more

adequately reflect the requirements of the position and allow for accommodations where possible.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Mental Health Clinician was previously revised according to the following resolutions 5/04 Res. 04-233, 1/06, Res. 06-22, 02/06, and Res. 06-73.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve these actions as recommended; amend as the Board desires and approve.

FINANCIAL IMPACT

None. No impact on the general fund.

ATTACHMENTS

1. Mental Health Clinician Job Description_0807024_Draft

VOTE RESULT

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

MENTAL HEALTH CLINICIAN

DEFINITION

To assess, diagnose, counsel, and provide psychotherapeutic treatment, rehabilitation, and care coordination for seriously emotionally disturbed children and adolescents, and seriously and persistently mentally ill adults; to provide educational and consultation services to other community agencies, and the public; and to perform related duties and responsibilities as required.

SUPERVISION EXERCISED AND RECEIVED

Receives direction from the Deputy Director of Behavioral Health or a Social Worker Supervisor II, or the Health Services Division Director.

EXAMPLES OF ESSENTIAL FUNCTIONS

Interviews potential clients to assess needs for mental health services or referral elsewhere.

Counsels or provides psychotherapeutic and rehabilitation services for individuals, family members and groups to assist them in achieving productive social adjustments, reducing the impact of disability disorders, and facilitating their achievement of living, vocational, recreational, and interpersonal goals.

Documents clinical activity presenting diagnostic and interview findings, clinical evaluations, and Recommendations.

Reviews diagnosis and treatment plans with other professional and technical staff, and may act as a case manager by coordinating services for clients to assure continuity of care and to assure that clients receive appropriate types of services.

Provides crisis counseling in the field and in the office for individuals experiencing acute episodes, evaluates patients and arranges for voluntary or involuntary admission to facilities for observation and treatment.

Confers with and advises clients' relatives to secure their understanding of and cooperation in treatment and rehabilitation programs.

Cooperates and works with other agencies and practitioners regarding mutual clientele. Educates clients and their families regarding their diagnosis, prognosis, treatment, and rehabilitation process.

Manages the care of clients by assessing and referring them to public and private providers and monitoring their progress.

Develops and presents training programs for departmental staff.

Develops, conducts, and/or participates in quality assurance and program evaluation studies.

Assists clients to obtain stable housing, physical health care, benefits, and entitlements, and to basic living skills.

Maintains billable productivity levels according to agency standards.

Performs administrative and general office work as required, including preparing reports and correspondence, attending meetings, copy and filing documents, sending and receiving faxes, entering and retrieving computer data, etc.

EMPLOYMENT STANDARDS:

Knowledge of:

Assessment, diagnosis, prognosis, counseling, and psychotherapeutic treatment.

Marriage, family, and child relationship dysfunctions.

Methods of developing and implementing a treatment plan.

Current trends in the field of mental health.

Laws and regulations applicable to mental health.

Ability to:

Perform effective counseling and psychotherapy with individuals, families, and groups.

Develop and maintain cooperative relationships with clients' families, members of other professional disciplines, social agencies, and co-workers.

Relate professionally with persons with serious mental disorders.

Identify and utilize community resources.

Advise and train other mental health staff, and prepare and present clear and concise oral and written reports.

TYPICAL WORKING CONDITI0NS

Reasonable accommodations may be made to enable individuals with disabilities to perform essential functions within the working conditions. Work is primarily performed in an office environment and includes interaction with clients who may display erratic and threatening behavior. Work may involve stressful situations when confronted with emergencies, critical, unusual, or potentially dangerous situations. Employees may be subjected to verbal and physical abuse from clients. Work may include performing emergency response services during weekends, evenings, and holidays. May be required to transport clients in a county vehicle.

TYPICAL PHYSICAL REQUIREMENTS

Reasonable accommodation may be made to enable individuals with disabilities to perform essential functions. Requires the ability to work at a desk for multiple hours and intermittently travel to and from locations internal and external to the primary work location. Move and reposition items up to ten pounds, use tools and controls, and operate office equipment. Must be able to maintain effective audio and visual discrimination and communicate with a telephone or via video conferencing technology. Must be able to communicate through written means to review, enter, and retrieve electronic information. Requires the strength and stamina to perform

clinical duties.

MINIMUM QUALIFICATIONS

Education:

Graduation from an accredited college or university with a Master's degree in social work, family or marriage counseling, psychology, or a closely related field.

Additional Requirements:

Possession of a valid California driver's license. Under certain circumstances, Human Resources may accept a valid driver's license from another State if the applicant acknowledges his/her intent to acquire a California driver's license within three months by signing an acknowledgment form. *Reasonable accommodations may be made to enable individuals with disabilities to perform essential functions pertaining to this or other essential functions of this classification.*

Possession of a valid license through the Board of Behavioral Sciences (BBS) as a Clinical Social Worker (LCSW) or Associate Clinical Social Worker, Marriage and Family Therapist (MFT) or Associate MFT, Licensed Professional Clinical Counselor (LPCC), or an Associate Professional Clinical Counselor (APCC). The possession of a valid license as a Clinical Psychologist issued by the Board of Psychology in California will also be accepted. In place of the aforementioned certifications, registration verification of an associate number pending assignment by the State of California Board of Behavioral Science Examiners will be accepted. Requestors of associate numbers must receive the number within 90 days of hire to remain employed. *Reasonable accommodations may be made to enable individuals with disabilities to perform essential functions pertaining to this or other essential functions of this classification.*

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

Creation date: 05/04 (B/S Res. 04-233)
Revised: 1/06 (B/S Res. 06-22)
Revision Date: 02/06(B/S Res. 06-73)

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-387

MEETING: September 3, 2024

TO: The Board of Supervisors

FROM: Steve Dahlem, County Counsel

RE: Adopt Policy Regarding Pets At Work

RECOMMENDATION AND JUSTIFICATION

Adopt a Policy regarding pets at work.

This policy applies to County officials and employees only and includes requirements for all participating pets that come to work with their owners. The opportunity to have pets at the workplace is a privilege. To ensure that it is a safe and enjoyable experience it is recommended that a Policy be put into place.

The focus of this Policy is dogs. Other pets are not included at this time. This Policy applies to all County facilities, except for areas where animals are not permitted as a matter of law, including but not limited to laws related to workplace safety and public health. All dogs may participate if they are up to date on all vaccinations required by California law; at least 6 months old; house trained; obedient and well-socialized; clean and well groomed; free of any communicable infections or any parasites such as fleas; and covered by their owner's homeowner's or renter's insurance policy, which must cover dog bites. Proof of compliance with these requirements must be provided to Human Resources before the pet is permitted to come onsite.

A form for reporting exclusion or removal of a pet is included at the end of this Policy to cover unfortunate events of an out of control pet and no effective action taken by the pet owner; a pet that is not housebroken; and a pet that poses a direct threat to the health and safety of others.

BACKGROUND AND HISTORY OF BOARD ACTIONS

A Policy does not currently exist to address the issue of pets at work.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not adopt a Policy regarding pets at work and assume liability in the event of a dog bite or other health and safety issue.

FINANCIAL IMPACT

None.

ATTACHMENTS

1. Pets At Work Policy

VOTE RESULT

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

COUNTY OF MARIPOSA
POLICY REGARDING PETS AT WORK

This Policy does not address the circumstances pursuant to which Service Animals or Emotional Support Animals are permitted to access County facilities and vehicles. Any County official or employee who wishes to request an accommodation related to a Service Animal or an Emotional Support Animal should contact Human Resources.

The opportunity to have pets at the workplace is a privilege. In order to bring your pet to work, you must comply with this Policy.

This Policy applies to County officials and employees only. It would be too difficult to track requirements, compliance, and participation, so the County does not allow visitors to bring pets to our workplace.

The focus of this Policy is dogs. Other pets are not included at this time.

This Policy applies to all County facilities except for areas where animals are not permitted as a matter of law, including but not limited to laws related to workplace safety and public health. Participating pets are allowed any time their owner is at work. If you have any questions about where your pet is permitted to go, contact your supervisor or Human Resources.

Which Pets May Participate

No County official or employee may bring a pet onsite before complying with these requirements and receiving confirmation from Human Resources that the pet is permitted to come onsite.

Dogs may participate if they are:

- Up to date on all vaccinations required by California law (a certificate must be provided to Human Resources before the pet first comes onsite, and annually thereafter);
- At least 6 months old;
- House trained;
- Obedient and well-socialized;
- Clean and well groomed;
- Free of any communicable infections or any parasites such as fleas; and
- Covered under their owner's homeowner's or renter's insurance policy, which must cover dog bites (proof of coverage must be provided to Human Resources before the pet first comes onsite, and annually thereafter).

Responsibilities of Pet Owners

County Officials or Employees who bring their pets to work must:

- Comply with all of the pet participation requirements listed above, including by timely providing the required documentation;
- Ensure their workspace is "pet-proofed" and safe for their pet;
- Be solely responsible for their pet while it is at the worksite, including providing for the pet's food, water and biological needs and bringing all supplies necessary to take care of the pet;
- Provide all items necessary to ensure that the pet stays securely in the owner's work area, such as a leash, crate, or gate;
- Immediately clean up after the pet if any accidents or other messes occur in the workplace;
- Be respectful of other employees and other pets that may be onsite so as not to interfere with County operations or office productivity;
- Keep the pet with them and controlled while onsite, or make voluntary arrangements with a colleague if the owner needs to briefly step away;
- Be legally and financially responsible for any damage caused by the pet;
- Keep the pet out of any areas where animals are not permitted;
- Not bring the pet to work on days when the owner will be unable to fully manage the pet at work;
- Not bring the pet to work on days when the pet is ill; and
- Take the pet home if the pet's behavior or health makes it a distraction, nuisance or danger to anyone else, or if asked to do so by their supervisor or Human Resources.

Failure to comply with these responsibilities will cause the pet to be prohibited from being at the worksite, and may also subject the owner to discipline, up to and including termination.

COUNTY OF MARIPOSA
FORM FOR REPORTING EXCLUSION OR REMOVAL OF PET

Date and Time of Exclusion/Removal: _____

Location of Exclusion/Removal: _____

Name of Pet Owner: _____

Description of Pet (Breed and Size, Name if Known): _____
_____

County Personnel Involved in Determination (Must Include at Least One Supervisor):
_____
_____

Reason for Exclusion/Removal (Select One or More and Then Provide Explanation of Circumstances):

□ The Pet is out of control and the Partner/Handler does not take effective action to control it.

□ The Pet is not housebroken.

□ The Pet poses a Direct Threat to the health and safety of others. Direct Threat means a significant risk to the health or safety of others that cannot be eliminated by a modification of policies, practices or procedures, or by the provision of auxiliary aids or services.
_____
_____
_____
_____
_____
_____
_____

Name and Title of Person Completing Form: _____

Date of Completion: _____

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-388

MEETING: September 3, 2024

TO: The Board of Supervisors

FROM: Miles Menetrey, District V Supervisor

RE: Appoint Dr. Kristina Keheley as the Health and Human Services Agency Director, Effective Immediately

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RECOMMENDATION AND JUSTIFICATION

Appoint Dr. Kristina Keheley as the Health and Human Services Agency Director, Effective Immediately

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board Appointed Dr. Keheley as Interim Director with Resolution 2024-236 on June 4th, 2024, with a salary of $175,331.75. As she receives the full compensation rate for the HHSA Director, her salary will not change. After a discussion in a closed session on August 20th, 2024, regarding the position, the Board directed staff to bring this item forward for consideration.

Dr. Keheley is the current Division Director of Health Services. She has a Bachelor's Degree in Psychology and a PhD in Public Health with a focus on psychiatric epidemiology.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not appoint, and Dr. Keheley will remain the Interim Director until the Board appoints her or another.

FINANCIAL IMPACT

None.

ATTACHMENTS

None

VOTE RESULT

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

MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING: September 3, 2024

TO: The Board of Supervisors

FROM: Steve Dahlem, County Counsel

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

RECOMMENDATION AND JUSTIFICATION

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

[X] CONFERENCE WITH LEGAL COUNSEL:

[ ] Existing Litigation:
[ ] Disclosure will jeopardize existing settlement negotiations.

[X] Anticipated Litigation
[X] Significant exposure to litigation pursuant to subdivision (b) of Government Code section 54956.9.
Number of cases to be discussed: 1

[ ] Initiating of litigation pursuant to subdivision (c) of Government Code section 54956.9.
Number of cases to be discussed:

[ ] CONFERENCE WITH COUNTY LABOR NEGOTIATOR
Name of Employee Organization:
Name of County Designated Representative:
Title(s) of unrepresented individuals with whom negotiations are being conducted:

[ ] PUBLIC EMPLOYEE EMPLOYMENT TITLE OR POSITION TO BE FILLED:
(Government Code Section 54957 (b) (1))

[ ] PUBLIC EMPLOYEE PERFORMANCE EVALUATION
Position of employee under review: (Government Code Section 54954.5)

[ ] PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE (Government Code Section 54954.5)

[ ] CONFERENCE WITH REAL PROPERTY NEGOTIATOR
Description of real property:
Agency negotiator:
Closed session will concern: ( ) price; ( ) terms of lease/purchase.

[ ] THREAT TO PUBLIC SERVICE FACILITIES
Name of the law enforcement agency involved:
Title of officer of a law enforcement agency:

[ ] LICENSE/PERMIT DETERMINATION
License or Permit applied for:
Number of license or permit applicants:
Name of applicant(s):

BACKGROUND AND HISTORY OF BOARD ACTIONS

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

N/A

FINANCIAL IMPACT

N/A

ATTACHMENTS

1. Lexington Law-APCD Hot Spots

RECEIVED
MAY 22 2024
MARIPOSA CO. COUNSEL
RISK MGMT.

LEXINGTON
LAW GROUP

503 Divisadero Street, San Francisco, California 94117-2212
Telephone (415) 913-7800 Facsimile (415) 759-4112

May 16, 2024

Via Certified Mail and Email

Steve Dahlem, Mariposa County Counsel
PO Box 189
Mariposa, CA 95338
sdahlem@mariposacounty.org

Dear Steve Dahlem:

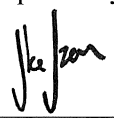
I represent the Environmental Democracy Project, a California nonprofit corporation that uses advocacy, education, and litigation to empower communities of color overburdened by pollution in California. I write to inform you that Mariposa County Air District (the Air District) is in violation of the Air Toxics "Hot Spots" Information and Assessment Act of 1987, Health & Safety Code sections 44300-44394 (the Hot Spots Act).

The Hot Spots Act requires the Air District to prepare and publicize annual reports that identify industrial facilities that pose cancer risks and other threats to public health (Annual Reports). Health & Safety Code § 44363. The Air District is further required to hold public hearings on these Annual Reports to discuss their content and significance with impacted communities. *Id.*

The Environmental Democracy Project uses Hot Spots Act Annual Reports to inform its environmental justice efforts throughout the state. Unfortunately, the Air District has not prepared and published Annual Reports or held public hearings on the Annual Reports for at least the past four years, between 2020 and 2023. Thus, the Air District has violated and continues to violate its legal obligations under the Hot Spots Act, Health & Safety Code § 44363.

The Environmental Democracy Project intends to file a petition for writ of mandate to rectify the Air District's failure to comply with the Hot Spots Act. If you would like to discuss a potential settlement of my client's claims, please contact me at jjanzen@lexlawgroup.com as soon as possible and no later than May 30, 2024.

Respectfully.



Jacob Janzen
Attorney for Environmental
Democracy Project

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED

MEETING: September 3, 2024

TO: The Board of Supervisors

FROM: Steve Dahlem, County Counsel

RE: **CLOSED SESSION**: Conference With Legal Counsel: Existing Litigation: Jolin Luis v. County of Mariposa, et al.; Mariposa County Superior Court Case No. 23-CVPM-0011975

RECOMMENDATION AND JUSTIFICATION

CLOSED SESSION: Conference With Legal Counsel: Existing Litigation: Jolin Luis v. County of Mariposa, et al.; Mariposa County Superior Court Case No. 23-CVPM-0011975

CONFERENCE WITH LEGAL COUNSEL:

[X] Existing Litigation: Jolin Luis v. County of Mariposa, et al.; Mariposa Superior Court Case No. 23-CVPM-0011975
[ ] 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
Description of real property:
Agency negotiator:
Closed session will concern: ( ) price; ( ) terms of lease/purchase.

[ ] THREAT TO PUBLIC SERVICE FACILITIES
Name of the law enforcement agency involved:
Title of officer of a law enforcement agency:

[ ] LICENSE/PERMIT DETERMINATION
License or Permit applied for:
Number of license or permit applicants:
Name of applicant(s):

BACKGROUND AND HISTORY OF BOARD ACTIONS

N/A

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

N/A

FINANCIAL IMPACT

N/A

ATTACHMENTS

None