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
OCTOBER 1, 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. He noted CA.9 had been pulled for a separate vote.

Public comment received from Monica Nielsen/Agriculture Commissioner, noted on her item that this is correct for the glassy wing. She noted for the trapping item, there would be an amendment for Cal trap and the Caper Beetle trapping.

Steve Engfer/Planning Director gave an update on a few of the items on the consent agenda.

Matthew Freed/Cathey's Valley 4-H spoke on 4-H Week. He noted it marks the 75th Annual 4-H week.

Katy Wagoner/Mountain Crisis Services/Phone caller commented on CA. 5, thanking the Board for bringing

this item. She invited the Board to their event, Take Back the Night.

Supervisors Toso and Forsythe commented on CA. 15, noting the importance of 4-H and the responsibility it creates, as well as its development of leadership, public speaking skills, and work ethic.

Chair Menetrey commented on CA. 10, noting his mother was a breast cancer survivor and noted the importance of spreading awareness.

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

CA1. **Health and Human Services Agency**

Resolution Continuing a Shelter Crisis Local Emergency in Mariposa County

CA2. **Administration**

Approve the Juvenile Dependency and Juvenile Right-To-Counsel Legal Services Agreement with the Mariposa County Superior Court in an Amount Not to Exceed $75,764; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA3. **Agricultural Commissioner**

Approve the Glassy-Winged Sharpshooter Program Agreement 23-0529-021-SF for Fiscal Year 2024/2025 with the California Department of Food and Agriculture (CDFA); and Authorize the Board of Supervisors Chair to Sign the Agreement

CA4. **Agricultural Commissioner**

Approve the Detection Trapping Agreement No. 24-0132-019-SF for FY 2024/2025 with the California Department of Food and Agriculture (CDFA); and Authorize the Board of Supervisors Chair to Sign the Agreement

CA5. **Board of Supervisors**

Proclaim the Month of October 2024 as “Domestic Violence Awareness Month" and October 17th, 2024, as "Purple Day" (Mountain Crisis Services)

CA6. **Board of Supervisors**

Ratify Letter of Support for House of Representatives (H.R.) Bill 8790, the Fix Our Forests Act

CA7. **Board of Supervisors**

Ratify a Letter of Support for Golden State Connect Authority's (GSCA) Application to the National Telecommunications and Information Administration's (NTIA) Digital Equity Competitive Grant Program

CA8. **Clerk of the Board**

Appoint Donald Smith as a Director of the Mariposa County Resource Conservation District (MCRCD) for a Four-Year Term, Expiring November 24th, 2028, at Noon

CA10. **Health and Human Services Agency**

Proclaim the Month of October 2024 as "Breast Cancer Awareness Month" and October 18, 2024, as "Mammography Day"

CA11. **Planning**

Appoint Alicia Rodriguez as a member Representing the Mariposa County Arts Council category to the Mariposa Town Advisory Task Force with a Term Expiring One Year from the Date of the First Scheduled Meeting of the Task Force

CA12. **Public Works**

Authorize the Public Works Directors to Waive the Encroachment Fee of $206 for the 13th Annual Cruise Night on October 18th, 2024, from 5:00 PM to 8:00 PM

CA13. **Sheriff's Office**

Approve First Amendment to Agreement with Tyler Technologies Increasing the Amount by $33,485, for a New Amount Not to Exceed $672,286, for the Jail Management Software; and Authorize the Board of Supervisors Chair to Sign the Amendment

CA14. **Sheriff's Office**

Approve an Agreement with Permitium LLC for the Concealed Carry License and Fingerprint/Livescan Community Online Portal; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA15. **UCCE/Farm Advisor**

Proclaim the Week of October 7th through the 12th, 2024, as "4-H Week"

E. Items removed from Consent Agenda

CA9. **Clerk of the Board**

Approve the March 19th, 28th, April 2nd, 3rd, 9th, 16th, 30th, May 1st, 14th, 21st, June 4th, 11th, 18th, 25th and July 2nd , 2024, Board of Supervisor Minutes

Danielle Bondshu/Clerk of the Board, noted an amendment to the item.

AMENDED: Remove March 19th, 28th, April 2nd, 3rd, 9th, 16th, 30th, and May 1st as they were previously approved on June 4th, 2024.

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District IV Supervisor Wayne Forsythe
SECONDER:	District II Supervisor Shannon Poe

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

F. Departmental Presentation

Steve Engfer reminded the public of the public engagement for Development Code. In response to questions from Supervisors Poe and Smallcombe, Mr. Engfer noted there would be community meetings held in North County.

In response to Supervisor Forsythe, Joe Lynch/County Administrative Officer noted an invitation was extended but there had been an unforeseen issue with payroll. He noted he would come within a week or two. Supervisor Poe noted anyone who kept track of the dates they have been given for things being completed noting he was frustrated.

G. Public Comment on Non-Agenda Items

Public comment was received by Jonathan Noel/Resident who noted he agreed with the Supervisors. He felt it should be mandatory for the Auditor to come once a month to give an update.

H. Board Recognitions

1. **Board of Supervisors**

Recognize the Retirement of County Fire Executive Assistant Cathy Garrett

Chris Bernard/Cal Fire/County Fire introduced the item and read an email from Steve Ward/Chief Cal Fire/County Fire noting how wonderful and dependent they were on Ms. Garrett. Chief Ward came on the phone and thanked Mr. Bernard for reading his sentiments. He wanted to reinforce what she meant to him and the department, noting she is his go-to and he runs everything by her. He noted at one point, she was doing the work of three until they hired two other individuals. He acknowledged her hard work and how she made everything whole. He noted she could ride off with her head held high.

Public comment as received by Patience Good/Fire Inspector who noted that she was hired right before Ward took over and that she was 8 months pregnant. She noted that there is a good work-life balance, and she brings her child in to see everyone; he runs to Cathey first. She noted that it has been amazing to work with her, noting that without her, she would not have been able to move up as she has.

Jeremy Briese/Sheriff noted on behalf of the Sheriff's Office wished her congratulations. He noted through the years he and Cathy have worked side by side as at one point, the Sheriff's Office had a portion of County Fire. He noted she has always been a support and go to. She is one of the individuals behind the scenes making sure there is money and policies are being followed.

Steve Engfer shared a sentiment for Cathy. Noting he was able to get to know Cathy after the tree mortality, as planning was working with county fire to create the Mariposa County Fire Advisory Committee (MCFAC). He further noted he hoped she had the opportunity to spend time at the beach and he wanted to ensure everyone knew how amazing Cathy has been.

Congratulations were received from Supervisors Forsyth, Toso, Smallcombe, and Chair Menetrey.

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

Chair Menetrey moved from the dais and presented Ms. Garrett with the resolution and Tile Plaque.

9:36 AM Chair Menetrey recessed for a brief reception and reconvened at 9:52 AM.

I. Regular Agenda Items

Joe Lynch noted that he had heard back from the auditor and would be at the board meeting next week. The people elect the Auditor, but the board does not direct it.

1. **Public Works**

   Receive a Presentation from Pacific Gas & Electric (PG&E) Regarding the Progress of Underground Power Lines, Road Restoration, Vegetation Management, and Power Pole Clearing Efforts

Shannon Hansen/Public Works Director introduced the item. Nathan Alonzo/Government Affairs PG&E and Kevin /Underground and Restoration Team/Construction Manager gave a PowerPoint presentation.

Marina Fisher/Resident received public comment, asking what KMZ stood for. Kevin noted it was an acronym for an interactive map file.

Mark Norman/Resident ask who he should contact to get my property restored.

Jonathan Noel asked who was responsible for quality control on back fill noting several areas were bad. He noted there are spots that are abusive to his vehicle.

Mr. Alonzo noted they would take down Mr. Norman's information and further noted they are aware of the poor conditions and have committed to restoring the roads to like or better than they were prior to the undergrounding.

Board discussion ensued. Mr. Alonzo thanked the Board for allowing them to come in today.

RESULT: PRESENTATION HELD

2. **Health and Human Services Agency**

   Receive a Presentation by the Mariposa County Health and Human Services Agency Providing an Update on the Mariposa County Public Health Branch Community Health Assessment (CHA)

Kim Ballard/Deputy Director Public Health gave the staff report. She introduced Imrinder Toor and Aryn Fisher-Brouillette who gave the PowerPoint presentation.

Sheila Baker/Mental Health Director currently the schools have been awarded several grants, and they work with them on fulfillment.

No public comment was received. Board discussion ensued.

RESULT: PRESENTATION HELD

3. **Health and Human Services Agency**

Approve the Allocation of One (1) Senior Administrative Analyst Position; and Eliminate One (1) Program Administrator Allocation in the Health and Human Services Agency, Effective Immediately

Sydney Forga/Deputy Director Health and Human Services, gave the staff report. No public comment was received.

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

4. **Administration**

Approve a Side Letter Between the County of Mariposa and the Mariposa County Managerial Confidential Organization AFSCME Local 2703 (MCMCO) to Increase the Longevity Bonus Intended to be in the Memorandum of Understanding from November 1st, 2023, to October 31st, 2025, Effective August 1st, 2024

Chris Ferbrache/Senior Admin Analyst Human Resources gave the staff report. No public comment was received.

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

J. Board Information

Board information received.

K. Closed Session

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

11:23 AM Chair Menetrey recessed the Board into closed session.

1. **Administration**

CLOSED SESSION: Conference with Labor Negotiator: Mariposa County Designated Representative (Shelline Bennett): Employee Organizations Mariposa County Deputy Sheriffs' Association (DSA) and Mariposa County Sheriffs' Management Association (SMA)

RESULT: CLOSED SESSION HELD

2. **Board of Supervisors**

CLOSED SESSION: Public Employment: Title of Position to be Filled: County Counsel

RESULT: CLOSED SESSION HELD

L. 2:00 PM Reconvene

2:00 PM Chair Menetrey reconvened and reported that information was received and directions given for both items.

1. **Planning**

   Authorize the County of Mariposa to Join the Statewide Community Infrastructure Program (SCIP); Authorize the California Statewide Communities Development Authority to Accept Applications from Property Owners, Conduct Special Assessment Proceedings and Levy Assessments and Special Taxes and to Form Assessment Districts and Community Facilities Districts within the Territory of the County of Mariposa; Embodying a Joint Community Facilities Agreement Setting Forth the Terms and Conditions of Community Facilities District Financings; Approving Form of Acquisition Agreement for Use When Applicable; and Authorizing Related Actions

Steve Engfer gave the staff report. James Hammell/CSCDA gave a PowerPoint. No public comment was received.

After much Board discussion, the Board asked for the Planning Department to bring back more information and then return.

CONTINUED: The Board continued the item to November 12th, 2024 at 9:00 AM or soon thereafter.

RESULT: DIRECTION GIVEN

M. Adjournment

3:01 PM adjourned in memory of Jason Randal, Barbara Ellingson, Donna Wilkey, Richard McMechan, Vicki McMichael, and Louis Billings.

Respectfully submitted,

Danielle Bondshu
Clerk of the Board

Miles Menetrey
Chair, Board of Supervisors

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-414

MEETING: October 1, 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 II Supervisor Shannon Poe
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-415

MEETING:	October 1, 2024
TO:	The Board of Supervisors
FROM:	Joe Lynch, County Administrative Officer
RE:	Approve the Juvenile Dependency and Juvenile Right-To-Counsel Legal Services Agreement with the Mariposa County Superior Court in an Amount Not to Exceed $75,764; and Authorize the Board of Supervisors Chair to Sign the Agreement

RECOMMENDATION AND JUSTIFICATION

Approve the Juvenile Dependency and Juvenile Right-To-Counsel Legal Services Agreement with the Mariposa County Superior Court in an Amount Not to Exceed $75,764; and Authorize the Board of Supervisors Chair to Sign the Agreement.

The Mariposa County Superior Court is responsible for providing juvenile dependency legal services. They have contracted with Mariposa County on an annual basis to provide these services through the County's indigent defense / public defender legal services agreements. This agreement would pay the County $75,764 for these services based on the anticipated number of juvenile dependency cases.

This agreement also provides for juvenile right-to-counsel legal services also provided through the County's existing agreements. These services address a change in the law that requires legal counsel to be made available for juveniles subject to custodial interrogations. It is anticipated that contracting in this way will also help reduce the prospective caseloads of court-appointed dependency attorneys.

BACKGROUND AND HISTORY OF BOARD ACTIONS

Resolution 23-587: Approve the Juvenile Dependency and Juvenile Right-To-Counsel Legal Services Agreement with the Mariposa County Superior Court in an Amount Not to Exceed $73,918; and Authorize the Board of Supervisors Chair to Sign the Agreement.
Resolution 22-504 in the amount of $70,225.62
Resolution 22-47 in the amount of $56,454
Resolution 20-515 in the amount of $48,793
Resolution 19-530 in the amount of $54,019

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve agreement and do not collect $75,764 to support juvenile dependency cases.

FINANCIAL IMPACT

This agreement confirms, and slightly increases, revenue already budgeted in the FY25 budget.

ATTACHMENTS

1. FY25 Juvenile Dependency Agreement

VOTE RESULT

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

AGREEMENT TO PROVIDE JUVENILE DEPENDENCY AND JUVENILE RIGHT-TO-COUNSEL LEGAL SERVICES

THIS AGREEMENT is entered into on October 1, 2024, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as "**County**," and the Superior Court of California, County of Mariposa, hereinafter referred to as "**Court**."

WITNESSETH:

WHEREAS, **County** has entered into agreements with Neal D. Douglass, Eugene Action, and Ric Squaglia for public defender legal services; and

WHEREAS, a portion of the public defender legal services rendered are juvenile dependency and juvenile right-to-counsel; and

WHEREAS, it is the responsibility of **Court** to provide juvenile dependency legal services; and

WHEREAS, juvenile right-to-counsel services reduce the caseloads of court-appointed dependency attorneys; and

WHEREAS, **County** and **Court** desire to enter into an Agreement wherein **County** will ensure that juvenile dependency and juvenile right-to-counsel legal services are provided and **Court** will pay **County** for those services; and

WHEREAS, the term of this Agreement will be July 1, 2024, through June 30, 2025.

NOW, THEREFORE in consideration of the mutual promises and covenants hereinafter contained, the parties hereto agree as follows:

1. **County** agrees to provide juvenile dependency legal services on **Court's** behalf pursuant to the Legal Services Agreement **County** has entered into with the above referenced Attorneys during the term of this Agreement. **County** also agrees to provide juvenile right-to-counsel legal services.
2. **Court** shall pay to **County** the not to exceed amount of Seventy-Five Thousand Seven Hundred and Sixty-Four Dollars ($75,764) for the term of this agreement.
3. The sum due hereunder shall be paid in quarterly installments of twenty five percent (25%) of the total sum within 30 days of receipt of invoice.
4. Either party hereto may cancel this Agreement upon sixty (60) days prior written notice to the other party.

COUNTY OF MARIPOSA:	SUPERIOR COURT OF CALIFORNIA, COUNTY OF MARIPOSA:
_____	_____
MILES MENETREY, Board Chair	MICHAEL A. FAGALDE, Presiding Judge
ATTEST:	APPROVED AS TO FORM:
_____	_____
DANIELLE BONDSHU, Clerk of the Board	STEVEN W. DAHLEM, County Counsel

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-416

MEETING: October 1, 2024

TO: The Board of Supervisors

FROM: Monica Nielsen, Agricultural Commissioner

RE: Approve the Glassy-Winged Sharpshooter Program Agreement 23-0529-021-SF for Fiscal Year 2024/2025 with the California Department of Food and Agriculture (CDFA); and Authorize the Board of Supervisors Chair to Sign the Agreement

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RECOMMENDATION AND JUSTIFICATION

Approve the Glassy-Winged Sharpshooter Program Agreement 23-0529-021-SF for Fiscal Year 2024/2025 with the California Department of Food and Agriculture (CDFA); and Authorize the Board of Supervisors Chair to Sign the Agreement.

The Glassy-Winged Sharpshooter (GWSS) Program agreement is an annual agreement that provides State subvention funds to defray funds expended for the work performed for the program. This agreement was first instituted in 2000 when a GWSS infestation was discovered in California - which presented a threat to California vineyards through the transmission of the bacteria that causes Pierce's Disease. This is a one-year agreement for the Glassy-Winged Sharpshooter Program
The Board of Supervisors of the County of Mariposa, State of California, does hereby designate the Mariposa County Agricultural Commissioner to be the local public entity to receive funds allocated by the California Department of Food and Agriculture for local assistance in regard to Pierce's Disease and its vectors, and other designated pests and diseases.
The subvention funding available is $11,653.13 for the FY 2024/2025. This year's agreement is only a one-year agreement.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Glassy-Winged Sharpshooter Program Agreement for fiscal years 2022/2023 and 2023/2024 was approved by Resolution No. 2022-243.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Not approving this agreement, subvention funds will not be received for the Glassy-Winged Sharpshooter Program to defray the funds expended for work performed in this program.

FINANCIAL IMPACT

The subvention amount for the Pierce's Disease Control/GWSS Program Agreement was included in the FY 2024/2025 budget revenues in the amount of $11,653.13.

ATTACHMENTS

1. GWSS 23-0529-021-SF

VOTE RESULT

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

State of California, Department of Food and Agriculture
AGREEMENT
GAU-03 (Rev. 6/2024)

GRANT AGREEMENT SIGNATURE PAGE

AGREEMENT NUMBER
23-0529-021-SF

1. This Agreement is entered into between the State Agency and the Recipient named below:

STATE AGENCY'S NAME
CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)

RECIPIENT'S NAME
COUNTY OF MARIPOSA

2. The Agreement Term is: July 1, 2024 through June 30, 2025

3. The maximum amount of this Agreement is: $11,653.13

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

Exhibit A: Prime Award Information Recipient and Project Information	2 Page(s)
Exhibit B: General Terms and Conditions	5 Page(s)
Exhibit C: Payment and Budget Provisions	2 Page(s)
Exhibit D: Federal Terms and Conditions	3 Page(s)

Attachments: Scope of Work and Budget

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

RECIPIENT

RECIPIENT'S NAME *(Organization's Legal Name)*
COUNTY OF MARIPOSA

BY *(Authorized Signature)*	DATE SIGNED
✍	

PRINTED NAME AND TITLE OF PERSON SIGNING
Miles Menetrey, Board of Supervisors, Chair

ADDRESS
PO Box 905, Mariposa, CA 95338

STATE OF CALIFORNIA

AGENCY NAME
CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)

BY *(Authorized Signature)*	DATE SIGNED
✍	

PRINTED NAME AND TITLE OF PERSON SIGNING
KRISTI DUPREY, STAFF SERVICES MANAGER II, OFFICE OF GRANTS ADMINISTRATION

ADDRESS
1220 N STREET, ROOM 120
SACRAMENTO, CA 95814

BM

EXHIBIT A

PRIME AWARD INFORMATION

Federal Agency:	USDA-APHIS-PPQ
Federal Award Identification Number:	AP24PPQFO000C002
Federal Award Date:	February 7, 2024
Catalog of Federal Domestic Assistance Number (CFDA) and Name:	10.025 Plant and Animal Disease, Pest Control and Animal Care
Amount Awarded to CDFA:	$4,706,231.00
Effective Dates for CDFA:	October 1, 2023 through September 30, 2024
Federal Award to State Agency is Research & Development (Yes/No)	No

RECIPIENT AND PROJECT INFORMATION

1. CDFA hereby awards an Agreement to the Recipient for the project described herein:
The county will establish workplans for survey, inspection, and control of the glassy-winged sharpshooter (GWSS).

Project Title: Glassy-Winged Sharpshooter (GWSS) Program

2.The Managers for this Agreement are:

FOR CDFA:		**FOR RECIPIENT:**	
Name:	Michelle Pham	Name:	Monica Nielsen
Division/Branch:	Pierce's Disease Control Program	Organization:	COUNTY OF MARIPOSA
Address:	1220 N Street	Address:	PO Box 905
City/State/Zip:	Sacramento, CA 95814	City/State/Zip:	Mariposa, CA 95338
Phone:	916-216-4664	Phone:	209-966-2075
Email Address:	michelle.pham@cdfa.ca.gov	Email Address:	mnielsen@mariposacounty.org

3. The Grant Administrative Contacts for this Agreement are:

FOR CDFA:		**FOR RECIPIENT:**	
Name:	Myrna Villegas	Name:	Monica Nielsen
Division/Branch:	Pierce's Disease Control Program	Organization:	County of Mariposa
Address:	1220 N Street	Address:	PO Box 905
City/State/Zip:	Sacramento, CA 95814	City/State/Zip:	Mariposa, CA 95338
Phone:	916-530-0461	Phone:	209-966-2075
Email Address:	myrna.villegas@cdfa.ca.gov	Email Address:	mnielsen@mariposacounty.org

FISCAL CONTACT FOR RECIPIENT (if different from above):
Name:
Organization:
Address:
City/State/Zip:
Phone:
Email Address:

4. **RECIPIENT: Please check appropriate box below:**
   Research and Development (R&D) means all research activities, both basic and applied, and all development activities that are performed by non-Federal entities. The term research also includes activities involving the training of individuals in research techniques where such activities utilize the same facilities as other R&D activities and where such activities are not included in the instruction function.
   This award ☐ does ☒ does not support R&D.

5. For a detailed description of activities to be performed and duties, see Scope of Work and Budget.

EXHIBIT B

GENERAL TERMS AND CONDITIONS

1. **Approval**
   This Agreement is of no force or effect until signed by both parties. The Recipient may not invoice for activities performed prior to the commencement date or completed after the termination date of this Agreement.

2. **Agreement Execution**
   Unless otherwise prohibited by state law, regulation, or Department or Recipient policy, the parties agree that an electronic copy of a signed Agreement, or an electronically signed Agreement, has the same force and legal effect as an Agreement executed with an original ink signature. The term "electronic copy of a signed Agreement" refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed Agreement in a portable document format. The term "electronically signed Agreement" means an Agreement that is executed by applying an electronic signature using technology approved by all parties.

3. **Assignment**
   This Agreement is not assignable by the Recipient, either in whole or in part, without the prior consent of the CDFA Agreement Manager or designee in the form of a formal written amendment.

4. **Governing Law**
   This Agreement is governed by and will be interpreted in accordance with all applicable State and Federal laws.

5. **State and Federal Law**
   It is the responsibility of the Recipient to know and understand which State, Federal, and local laws, regulations, and ordinances are applicable to this Agreement and the Project, as described in Exhibit A. The Recipient shall be responsible for observing and complying with all applicable State and Federal laws and regulations. Failure to comply may constitute a material breach.

6. **Recipient Commitments**
   The Recipient accepts and agrees to comply with all terms, provisions, conditions and commitments of the Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by the Recipient in the application, documents, amendments, and communications in support of its request for funding.

7. **Performance and Assurances**
   The Recipient agrees to faithfully and expeditiously perform or cause to be performed all Project work as described in the Scope of Work, and to apply grant funds awarded in this Agreement only to allowable Project costs.

8. **Mutual Liability**
   Parties shall, to the extent allowed by law, each be individually liable for any and all claims, losses, causes of action, judgments, damages, and expenses to the extent directly caused by their officers, agents, or employees.

9. **Unenforceable Provision**
   In the event that any provision of this Agreement is unenforceable or held to be unenforceable, the parties agree that all other provisions of this Agreement shall remain operative and binding.

10. Contractors/Consultants

The Recipient, and the agents and employees of Recipient, in the performance of this Agreement, are not officers, employees, or agents of the CDFA. The Recipient's obligation to pay its Contractors/Consultants is an independent obligation from the CDFA's obligation to make payments to the Recipient. Recipient agrees to comply with all applicable State and local laws and regulations during the term of this Agreement. The Recipient is responsible to ensure that any/all contractors/consultants it engages to carry out activities under this Agreement shall have the proper licenses/certificates required in their respective disciplines. The Contractors/Consultants shall not affect the Recipient's overall responsibility for the management of the project, and the Recipient shall reserve sufficient rights and control to enable it to fulfill its responsibilities under this Agreement.

11. Non-Discrimination Clause

The Recipient agrees that during the performance of this Agreement, it will not discriminate, harass, or allow harassment or discrimination against any employee or applicant for employment based on race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. The Recipient agrees to require the same of all contractors and consultants retained to carry out the activities under this Agreement.

The Recipient agrees that during the performance of this Agreement, the evaluation and treatment of its employees and applicants for employment are free from discrimination and harassment. The Recipient will comply with the provision*s* of the Fair Employment and Housing Act (Government Code section 12990 *et seq*.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, section 10000 *et seq*.). The applicable regulations of the Fair Employment and Housing Council implementing Government Code section 12990 (a-f), set forth in 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 Recipient will give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining unit or other Agreement. The Recipient must include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

The Recipient agrees to require the same of all contractors and consultants retained to carry out activities under this Agreement.

12. Excise Tax

The State of California is exempt from federal excise taxes and no payment will be made for any taxes levied on employees' wages. The CDFA will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement. California may pay any applicable sales and use tax imposed by another State.

13. Disputes

The Recipient must continue with the responsibilities under this Agreement during any dispute. In the event of a dispute, the Recipient must file a "Notice of Dispute" with the CDFA Agreement Manager, identified in Exhibit A, or designee within ten (10) calendar days of discovery of the problem. The Notice of Dispute must contain the Agreement number. Within ten (10) calendar days of receipt of the Notice of Dispute, the CDFA Agreement Manager or designee must meet with the Recipient for the purpose of resolving the dispute. In the event of a dispute, the language contained within this Agreement prevails.

14. Termination for Convenience

This Agreement may be terminated by either party upon written notice. Notice of termination must be delivered to the other party at least thirty (30) calendar days prior to the intended date of termination. Notice of termination does not nullify obligations already incurred prior to the date of termination. In the event of Termination for Convenience of this Agreement by CDFA, CDFA must pay all responsible costs and non-cancellable obligations incurred by the Recipient as of the date of termination.

15. Termination for Cause

Either party may terminate this Agreement for cause in the event of a material breach of this Agreement, provided that the non-breaching party provides written notice of the material breach. If the breach is not cured to the satisfaction of the non-breaching party, this Agreement shall automatically terminate and the CDFA shall reimburse the Recipient for all documented costs incurred up to the date of the notice of termination, including all non-cancellable obligations. Timelines associated with notice and curing of material breaches shall be consistent with the timelines outlined in paragraph 17.

16. Acceptable Failure to Perform

The Recipient shall not be liable for any failure to perform as required by this Agreement, to the extent such failure to perform is caused by any of the following: labor disturbances or disputes of any kind, accidents, the inability to obtain any required government approval to proceed, civil disorders, acts of aggression, acts of God, energy or other conservation measures, failure of utilities, mechanical breakdowns, materials shortages, disease, pandemics, or similar occurrences.

17. Breach

The parties may be in material breach under this Agreement if they fail to comply with any term of this Agreement, or a party determines that the other party is not implementing the Project in accordance with the provisions of this Agreement, or that a party has failed in any other respect to comply with the provisions of this Agreement. In the event of a material breach, the party identifying the breach shall provide a Notice of Material Breach to the breaching party within fifteen (15) calendar days upon discovery of breach. The breaching party shall have fifteen (15) calendar days from receipt of the notice to notify how it intends to cure the breach. Upon receipt of the proposed cure, the non-breaching party has fifteen (15) days to accept or reject the proposed cure. Upon the non-breaching party's approval of the cure, the breaching party has thirty (30) days to implement the cure. If the breaching party fails to cure the breach within thirty (30) days of the non-breaching party's approval of the cure, the non-breaching party may take the following respective actions:

A. CDFA may suspend payments;
B. CDFA may demand repayment of all funding;
C. Either party may terminate the Agreement
D. CDFA may debar Recipient; or
E. Either party may take any other action deemed necessary to recover costs.

The non-breaching party shall send a Notice of Failure to Cure Material Breach upon its decision to carry out any of these actions. These actions are effective upon issuance of the Notice of Failure to Cure Material Breach, unless the Recipient appeals a Notice of Failure to Cure Material Breach, in which case the effective date falls on the issuance of a final decision on the appeal.

Where CDFA notifies the Recipient of its decision to demand repayment pursuant to this paragraph, the funds that are subject to the demand shall be repaid immediately. CDFA may consider the Recipient's refusal to repay the requested disbursed amount a material breach.

A Notification of Failure to Cure Material Breach may be appealed to CDFA. The appeal must be post marked within ten (10) calendar days of the date the Recipient received the Notice of Failure to Cure

and addressed to the CDFA Legal Office of Hearing and Appeals or emailed to CDFA.LegalOffice@cdfa.ca.gov.

California Department of Food and Agriculture
Legal Office of Hearing and Appeals
1220 N Street
Sacramento, CA 95814

All notices, communications, and appeals described in this paragraph must be received in writing to be considered timely.

If CDFA notifies the Recipient of its decision to withhold the entire funding amount from the Recipient pursuant to this paragraph, this Agreement shall terminate upon receipt of such notice by the Recipient and CDFA shall no longer be required to provide funds under this Agreement and the Agreement shall no longer be binding on either party.

18. Publicity and Acknowledgement

The Recipient agrees that it will acknowledge CDFA's support whenever projects funded, in whole or in part, by this Agreement are publicized in any news media, brochures, publications, audiovisuals, presentations or other types of promotional material and in accordance with the Grant Procedures Manual if incorporated by reference and attachment to the Agreement. The Recipients may not use the CDFA logo.

19. News Releases/Public Conferences

The Recipient agrees to notify the CDFA in writing at least two (2) business days before any news releases or public conferences are initiated by the Recipient or its Contractors/Consultants regarding the project described in the Attachments, Scope of Work and Budget and any project results.

20. Scope of Work and Budget Changes

Changes to the Scope of Work, Budget, or the Project term, must be requested in writing to CDFA Grant Administrative Contact no less than thirty (30) days prior to the requested implementation date. Any changes to the Scope of Work and Budget are subject to CDFA approval and, at its discretion, CDFA may choose to accept or deny any changes. If accepted and after negotiations are concluded, the agreed upon changes will be made and become part of this Agreement. CDFA will respond in writing within ten (10) business days as to whether the proposed changes are accepted.

21. Reporting Requirements

The Recipient agrees to comply with all reporting requirements specified in Scope of Work and/or Grant Procedures Manual if incorporated by reference to this Agreement as an attachment.

22. California State Auditor

This Agreement is subject to examination and audit by the California State Auditor for a period of three (3) years after final payment under the Agreement.

23. Equipment

Purchase of equipment not included in the approved Budget requires prior approval. The Recipient must comply with state requirements regarding the use, maintenance, disposition, and reporting of equipment as contained in CCR, Title 3, Division 1, Chapter 5, sections 303, 311, 324.1 and 324.2.

24. Closeout

The Agreement will be closed out after the completion of the Project or project term, receipt and approval of the final invoice and final report, and resolution of any performance or compliance issues.

25. Confidential and Public Records

The Recipient and CDFA understand that each party may come into possession of information and/or data which may be deemed confidential or proprietary by the person or organization furnishing the information or data. Such information or data may be subject to disclosure under the California Public Records Act or the Public Contract Code. To the extent allowed by law, CDFA determines whether the information is releasable. Each party agrees to maintain such information as confidential and notify the other party of any requests for release of the information.

26. Amendments

Changes to funding amount or Agreement term require an amendment and must be requested in writing to the CDFA Agreement Manager or designee no later than sixty (60) calendar days prior to the requested implementation date. Amendments are subject to CDFA approval, and, at its discretion, may choose to accept or deny these changes. No amendments are possible if the Agreement is expired.

27. 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 agreements with, and to refrain from entering any new agreements with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Recipient 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 Recipient advance written notice of such termination, allowing Recipient at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

EXHIBIT C
PAYMENT AND BUDGET PROVISIONS

1. Invoicing and Payment

A. For activities satisfactorily rendered and performed according to the attached Scope of Work and Budget, and upon receipt and approval of the invoices, CDFA agrees to reimburse the Recipient for actual allowable expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this Agreement.

B. Invoices must include the Agreement Number, performance period, type of activities performed in accordance with this Agreement, and when applicable, a breakdown of the costs of parts and materials, labor charges, and any other relevant information required to ensure proper invoices are submitted for payment.

C. Unless stated in the Scope of Work quarterly invoices must be submitted to the CDFA Administrative Contact, within thirty (30) calendar days after the end of each quarter in which activities under this Agreement were performed.

D. Unless stated in the Scope of Work a final invoice will be submitted for payment no more than thirty (30) calendar days following the expiration date of this Agreement, or after project is complete, whichever comes first. The final invoice must be clearly marked “Final Invoice” thus indicating that all payment obligations of the CDFA under this Agreement have ceased and that no further payments are due or outstanding.

2. Allowable Expenses and Fiscal Documentation

A. The Recipient must maintain adequate documentation for expenditures of this Agreement to permit the determination of the allowability of expenditures reimbursed by CDFA under this Agreement. If CDFA cannot determine if expenditures are allowable under the terms of this Agreement because records are nonexistent or inadequate according to Generally Accepted Accounting Principles, CDFA may disallow the expenditures.

B. If mileage is a reimbursable expense, using a privately-owned vehicle will be at the standard mileage rate established by the United States (U.S.) Internal Revenue Service (IRS) and in effect at the time of travel. The standard mileage rate in effect at the time of travel can be found on IRS’s website regardless of funding source/type.

C. If domestic travel is a reimbursable expense, receipts must be maintained to support the claimed expenditures. The maximum rates allowable for travel within California are those established by the California Department of Human Resources (CalHR). The maximum rates allowable for domestic travel outside of California are those established by the United States General Services Administration (GSA).

D. If foreign travel is a reimbursable expense, receipts must be maintained to support the claimed expenditures. The maximum rates allowable are those established in a per diem supplement to Section 925, Department of State Standardized Regulations.

E. The Recipient will maintain and have available, upon request by CDFA, all financial records and documentation pertaining to this Agreement. These records and documentation will be kept for three (3) years after completion of the Agreement period or until final resolution of any performance/compliance review concerns or litigation claims.

3. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, California Government Code Title 1, Division 3.6, Part 3, Chapter 4.5, commencing with Section 927 - The California Prompt Payment Act.

4. Budget Contingency Clause

If funding for any fiscal year is reduced or deleted for purposes of this program, the CDFA has the option to either cancel this Agreement with no liability occurring to the CDFA or offer to amend the Agreement to reflect the reduced amount.

EXHIBIT D

FEDERAL TERMS AND CONDITIONS

The Recipient and recipients of any subawards under this award, agree to comply with all applicable requirements of all Federal laws, executive orders, regulations, and policies governing this program, including but not limited to 2 CFR 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards. For-profit organizations will be subject to 48 CFR Subpart 31. Recipients are responsible for identifying the federal regulations appropriate to their organization, consistently applying cost principles and ensuring contractors or consultants comply with applicable federal regulations.

1. Civil Rights

The Recipient must comply with civil rights and nondiscrimination standards pursuant to the following:

A. Civil Rights Act, 42 USC 2000, as implemented at 28 CFR Part 42;
B. Age Discrimination Act, 42 USC 6101, as implemented at 45 CFR Part 90;
C. Age Discrimination in Employment Act, 29 USC 621, as implemented at 29 CFR Part 1625;
D. Title IX of the Education Amendments of 1972, 20 USC 1681, as implemented at 45 CFR Part 86;
E. Section 504 of the Rehabilitation Act, 29 USC 791, as implemented at 28 CFR Part 41;
F. Executive Order (EO) 11246; and
G. Americans with Disabilities Act, (PL 101-366).

2. Labor Standards

The Recipient must comply with labor standards pursuant to the following:

A. Fair Labor Standards Act, 29 USC 207, as implemented at 29 CFR Part 500-899;
B. Davis-Bacon Act, 40 USC 3141-3148, as implemented at 29 CFR Parts 1, 3, 5, and 7; and
C. Contract Work Hours and Safety Standards Act, 40 USC 3701, as implemented at 29 CFR Part 5.

3. Environmental Standards

The Recipient must comply with environmental standards pursuant to the following:

A. Institution of environmental quality control measures under the National Environmental Policy Act of 1969 (PL 91-190) and EO 11514 as implemented at 7 CFR Part 1b;
B. Notification of violating facilities pursuant to EO 11738;
C. Protection of wetlands pursuant to EO 11990;
D. Evaluation of flood hazards in floodplains in accordance with EO 11988;
E. Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 USC §§1451 *et seq*.);
F. Conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176 (c) of the Clean Air Act of 1955, as amended (42 USC §§7401 *et seq*.);
G. Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (PL 93-523); and,
H. Protection of endangered species under the Endangered Species Act of 1973, as amended (PL 93-205).

4. Drug-Free Environment

The Recipient must comply with drug-free environment standards pursuant to §5151-5610 of the Drug-Free Workplace Act of 1988, as implemented by 2 CFR 421.

5. Restrictions on Lobbying and Political Activities

The Recipient must comply with lobbying restriction standards pursuant to the Limitations on Use of Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions, 31 USC 1352, as implemented at 2 CFR 418.

6. Officials Not to Benefit

The Recipient must ensure that no member of Congress be admitted to any share or part of this Agreement or to any benefit arising from it, in accordance with 41 USC 22.

7. Trafficking in Persons

The Recipient must comply with the provisions in 2 CFR Part 175, prohibiting trafficking in persons.

8. Intergovernmental Review

The Recipient must comply with intergovernmental review standards pursuant to the following:

A. Executive Order 12372, as implemented at 2 CFR 415; and
B. The Intergovernmental Cooperation Act of 1968, 31 USC 6501.

9. Confidentiality

The Recipient must comply with confidentiality standards pursuant to the following:

A. Freedom of Information Act, 5 USC 552, as implemented at 7 CFR Part 1; and
B. Privacy Act, 5 USC 552 (a).

10. Conservation in Procurement

The Recipient must comply with procurement standards pursuant to the Resource Conservation and Recovery Act, 42 USC 6962 and EO 12873, as implemented at 40 CFR Part 247.

11. Debarment, Suspension, Criminal or Civil Convictions

The Recipient and its principals must comply with debarment and suspension standards pursuant to the EO 12549, as implemented at 2 CFR 180 and 2 CFR 417.

The Recipient must provide immediate written notice to CDFA if at any time it learns that this certification was erroneous when made or has become erroneous by reason of changed circumstances and must require recipients of lower-tier covered transactions under this Agreement to similarly certify pursuant to EO 12549, as implemented by 2 CFR 180 and 2 CFR 417.

See www.sam.gov to determine debarment and suspension status.

12. Crimes and Prohibited Activities

The Recipient must comply with crimes and prohibited activities standards pursuant to the following:

A. Anti-Kickback (Copeland) Act, as implemented at 29 CFR Part 3.1;
B. False Claims Act, 31 USC 3729; and
C. Program Fraud Civil Remedies Act, 31 USC 3801-3812.

13. Biosafety in Laboratories

The Recipient must comply with laboratory biosafety standards pursuant to the following the *Biosafety in Microbiological and Biomedical Laboratories*, published jointly by the Centers for Disease Control and the National Institutes of Health.

14. Conflicts of Interest

The Recipient must comply with the conflict of interest standards pursuant to 2 CFR 400.2.

15. Inventions, Patents, Copyrights and Project Results

A. The Recipient must comply with invention and patent standards pursuant to the following:
   1. Patent Rights in Inventions Made with Federal Assistance, 35 USC 202-204, as implemented at 37 CFR Part 401 (Bayh-Dole Act and the Technology Transfer Commercialization Act of 2000) to ensure that inventions made are used in a manner to promote free competition and enterprise without unduly encumbering future research and discovery.
   2. The Plant Variety Protection Act, 7 USC 2321 *et seq*.

B. The Recipient may retain title to any invention conceived of or first actually reduced to practice using Federal funds provided Recipient does the following:
   1. Reports all subject inventions to CDFA;
   2. Makes efforts to commercialize the subject invention through patent or licensing;
   3. Formally acknowledges the Federal government's support in all patents that arise from the subject invention; and
   4. Formally grants the Federal government and CDFA a limited use license to the subject invention.

C. The Recipient may copyright any publications, data, or other copyrightable works developed using Federal funds provided it provides the Federal government and CDFA a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use the material, and agrees that the Federal government and CDFA may do so in cooperation with other public agencies.

D. The Recipient agrees that the results of this project may be published by the Federal government, CDFA or appropriate contractors or cooperators as mutually agreed.

16. Care and Use of Laboratory Animals

The Recipient must comply with the care and use of laboratory animal standards pursuant to the following:

A. Animal Welfare Act, 7 USC 2131, as implemented at 9 CFR, Sub Chapter A, Parts 1-4; and
B. Marine Mammal Protection Act, 16 USC 1361-1407.

17. Fly America Act

The Recipient must comply with the Fly America Act (49 USC 40118) as implemented at 41 CFR 301-10.131 to 301-10.143.

18. Motor Vehicle Safety

The Recipient must comply with seat belt use standards pursuant to the following:

A. Highway Safety Act of 1966 as amended (23 USC 402-403);
B. Occupational Safety and Health Act of 1970 as amended (29 USC 668);
C. Federal Property and Administrative Services Act of 1949 as amended (40 USC §101 *et seq*.)
D. Increasing Seat Belt Use in the United States (EO 13043).
E. Federal Leadership on Reducing Text Messaging While Driving (EO 13513).

19. Records Retention and Accessibility

The Recipient and its contractors must comply with the procedures and requirements regarding record retention and accessibility as contained in 2 CFR 200.333 – 200.337.

20. All Other Federal Laws

The Recipient must comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

PIERCE'S DISEASE CONTROL PROGRAM

LOCAL PUBLIC ENTITY'S DESIGNATED PIERCE'S DISEASE CONTROL PROGRAM COORDINATOR AND CONTACT INFORMATION

PRIMARY CONTACT:

Name	Monica Nielsen
Address	PO Box 905, Mariposa, CA 95338
Phone	209-966-2075
Fax	209-966-2056
Email	mnielsen@mariposacounty.org or agcomm@mariposacounty.org

ALTERNATE CONTACT (IF APPLICABLE):

Name	
Address	
Phone	
Fax	
Email	

PIERCE'S DISEASE CONTROL PROGRAM

WORKPLAN FOR FY 2024-2025

MARIPOSA COUNTY

The County agrees to perform the listed activities in order to:

- Implement an intergovernmental, coordinated state and community-wide plan to provide detection and delimitation of the glassy-winged sharpshooter (GWSS) and other designated pests and diseases in Mariposa County and suppress or eradicate any populations as rapidly as possible.
- Ensure the movement of products and commodities does not present a risk of moving GWSS to non-infested areas.

Designated Agency

The Mariposa County Department of Agriculture (County) is designated by the Mariposa County Board of Supervisors as the local public entity to conduct the Pierce's Disease Control Program (PDCP) within the County. The California Department of Food and Agriculture (CDFA) will work in cooperation with the County, the State PDCP Science Advisory Panel, officials in affected counties, the Mariposa County PDCP Task Force (if applicable), and other interested parties in implementing this plan.

RESPONSIBILITIES

CDFA Responsibilities

The CDFA shall:

- Provide training on management practices at least one week prior to any activity occurring.
- Provide biological control program guidance and support to the County as favorable agents become available.
- Provide on-site expertise, as needed.
- provide the county Monthly Activity Report form online at: https://secure.cdfa.ca.gov/egov/crs/login.aspx?ReturnUrl=%2fegov%2fcrs%2fDefault.aspx

CDFA may conduct certain program activities which are normally the responsibility of the county in situations where the county cannot or chooses not to conduct those activities.

County Responsibilities

The County shall:

- Act as local public entity for the PDCP activities occurring within the jurisdiction of the county.
- Act as lead liaison to local City Councils, the County Board of Supervisors, county legal counsels, and other county agencies, regarding the PDCP activities.

- Activities described in this workplan qualify for the exemption to CEQA under Public Resources Code Section 21080(b)(4). The County will complete tiering strategy checklists for inspection, trapping, and treatment (if applicable) and ensure all activities follow the CDFA Management Practices and Mitigation Measures.
- Conduct a GWSS detection trapping program in accordance with GWSS Statewide Detection and Delimitation Protocols (July 1, 2024). The County will submit a written request and justification to the PDCP if it wishes to deviate from the protocols.
- Upon discovery of a GWSS find in a non-infested area, promptly conduct all delimitation and intensive (property-by-property) surveys in the county in accordance with the GWSS Statewide Detection and Delimitation Protocols (July 1, 2024). Additional survey staff may be contracted from the California Conservation Corps upon approval by PDCP. Provide status reports on the results of all surveys, including detailed maps of the surveyed area and infested properties.
- Implement the CDFA GWSS Nursery Shipping Protocol, bulk citrus requirements, and all other commodity-movement protocols, as necessary, including associated compliance agreements and exhibits. The list of approved products for bulk citrus and nursery treatment and/or certification is listed in CDFA's Management Practices and Mitigation Measures. The County will submit a written request and justification to the PDCP if it wishes to deviate from the protocols.
- In the event of an infestation, conduct treatments in accordance with the CDFA GWSS Treatment Protocol. Monitor nurseries within the infested area for compliance.
- Take any necessary enforcement action to ensure regulatory compliance.
- Coordinate with CDFA on any planned producer outreach and training program in accordance with Food and Agricultural Code Section 6046(g)(1). The development and delivery of producer outreach information and training to local communities, groups, and individuals will be done through public meetings and the local PDCP task force (if applicable). Efforts will be directed towards raising awareness regarding Pierce's disease and its vectors, and other designated pests and diseases, and workplan involvement through direct mailing, local media, and press releases.
- Coordinate with CDFA on a training plan for the Agency's employees in accordance with Food and Agricultural Code Section 6046(g)(2). The biology, survey, and treatment of Pierce's disease and its vectors, and other designated pests and diseases, will be the basic components of the training. Scientific Advisory Panel discussions on GWSS and Pierce's disease will be included in this training for key Agency employees. The University of California Cooperative Extension will be a local resource for training and information for this program.
- Coordinate with CDFA to fully participate in the development and implementation of a data collection system in accordance with Food and Agricultural Code Section 6046(g)(5). The data collection system will make it possible to track and report new infestations of Pierce's disease and its vectors, and other designated pests and diseases, in a manner respectful of property and other rights of those affected.
- Ensure that an adequate accounting system in place and appropriate internal controls to track and maintain expenditures. The accounting standards and procedures for counties

provided by the State Controller's Office are located at the following website: https://www.sco.ca.gov/Files-ARD-Local/asp_manual_2023_edition.pdf. Counties are also required to comply with Federal guidance, 2 CFR Part 200, which can be found at the following website: https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl.

- Counties must submit invoices to PDCP at cdfa.pdcp_inv@cdfa.ca.gov no later than 30 calendar days after the end of the federal fiscal year (September 30, 2025) to initiate the close out process.
    - The invoice should be consistent with the budget, reflect actual expenditures for PDCP activities, and in the format provided in the template.
    - All employee salaries must be itemized at an hourly rate, not a salary range. Also, actual salary and benefit rates for all employees must be separated and not put into one total that combines both figures.
    - Totals must be rounded to the nearest cent, not the nearest dollar.
    - If there are no reportable hours in a given month, an invoice showing $0 must be submitted for documentation purposes.
- Submit the county Monthly Activity Report on a monthly basis in accordance with the Monthly Activity Report Guidelines.
- Report expenditures and activity hours on a statement of expenditures on a monthly basis to allow PDCP to track county in-kind contributions for reimbursable activities once the funding for the agreement is exhausted. The statements of expenditures should be completed and submitted in the same manner as invoices.
- Submit a written request for an amendment to PDCP if new activities become necessary (delimitation or treatment, for example) that require additional funds and/or departure from the approved workplan. An amendment to this agreement must be awarded before new activities can commence.
- Upon request by CDFA, and in accordance with Federal regulations and policy, the county must complete the Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions (Form AD 1048) and return it to CDFA.

ALLOWABLE COSTS

All costs must be associated with the PDCP.

Personnel Services

- Permanent and Temporary Staff Salary and Benefits – Actual staff salary and benefits charged to the county for employees working on the PDCP program. Agricultural Commissioner time is not an allowable charge except where the Agricultural Commissioner is the only supervisor in the department.

  Contracted employees need to be listed separately from agency staff and their salary and benefits cannot be factored in as part of the indirect billing for personnel services.

  Personnel costs related to outreach and miscellaneous activities (F3 and F5 on the monthly activity report, respectively) must receive written prior approval from PDCP.

- Overtime – Overtime costs associated with the program.

Operating Expenses

- General Expense – Costs associated with office and field supplies that are solely used for PDCP activities. Water purchased for employees is NOT reimbursable under this agreement.
- Postage – Costs associated with mailing materials.
- Communications – Costs associated with telephone/communication usage that are solely used for PDCP activities.
- Vehicle Expense – Costs associated with vehicle usage. All costs must be specifically displayed (for example, number of miles times appropriate rate).
- County, state, or federal vehicles – The county may charge vehicle costs on an actual cost basis or a mileage basis in lieu of actual costs incurred. However, both types of costs cannot be invoiced for the same vehicles.
- Mileage – mileage reimbursement covers gasoline, cost of maintenance, insurance, licensing and registration, and depreciation and all other costs associated with operation of the vehicle. Subject to change due to federal mileage rate change; effective January 1, 2024 the rates are:
  - County Vehicle – up to $.67 per mile
- Leased vehicles – The county may only charge actual costs basis, including for fuel. The least expensive method should be used to secure a vehicle. Consult with Program prior to adding a leased vehicle to your budget.
- Travel – Costs associated with travel (per diem, airfare, car rental, etc.). Travel is only reimbursable if CDFA has requested/approved the travel.

- Treatment – Costs associated with treatment activities (employee time, pest control operator charges, etc.)
- Indirect Cost – Costs that are incurred for a common or joint purpose objectives that cannot be identified specifically with a particular project, program, or organizational activity. Typical indirect costs include but are not limited to administrative or clerical staff costs, rent, utilities and internet service, cellular and land-line telephone service, general office supplies, and insurance. Up to 25% of Personnel Services cost (includes salaries and staff benefits).

  Any contracted employees cannot be factored in as part of the indirect billing for personnel services.
- Other – Specifically detailed costs not otherwise addressed above.

ENFORCEMENT OPTIONS AND AUTHORITIES

The Pierce's Disease Control Program (PDCP) regulations are contained in Sections 3650-3663.5 in Title 3 of the California Code of Regulations (CCR). These regulations were established to prevent the artificial spread of glassy-winged sharpshooter (GWSS).

The statutory authority for these regulations is covered in Sections 6045, 6046, and 6047 of the Food and Agricultural Code (FAC). To enforce these provisions, the Secretary or Agricultural Commissioner is empowered to conduct inspections and investigate any suspected violations; each Commissioner is an enforcing officer for all laws and regulations to prevent the spread of plant pests and to certify shipments of plant material as to its pest freedom.

The FAC provides several options for enforcement of the requirements of the PDCP regulations. This flexibility allows enforcement actions chosen as a result of a violation(s) to be proportionate to the nature/severity of the violation with progressive enforcement for repeat violators.

- Any violation of applicable provisions of FAC Division 4, Plant Quarantine and Pest Control, is an infraction punishable by a fine of not more than $1,000 for the first offense and a misdemeanor for a second or subsequent offense within three years (FAC Section 5309).
- Except where otherwise expressly provided, a violation of any provision of this division is a misdemeanor (FAC Section 5027). In addition to other remedies provided, any person violating the PDCP regulation requirements can be civilly liable up to $10,000 for each violation; in lieu of any civil action, the Secretary or Commissioner may levy a civil penalty for up to $2,500 for each violation (FAC Sections 5310 and 5311).
- Anyone who negligently or intentionally violates a regulation and imports a GWSS-infested plant that results in an infestation, or the spread of an infestation may be civilly liable in an amount up to $25,000 for each violation (FAC Section 5028(c)).
- It is unlawful to sell any nursery stock without a valid nursery license (FAC Section 6721). The Secretary can revoke or suspend a nursery license if a nursery has willfully refused to comply

with all laws and regulations relative to any pest that might be carried by nursery stock (FAC Section 6761).

- It is unlawful for anyone to ship, sell, deliver or transport nursery stock in California without either a Hold for Inspection ("blue tag") or a valid nursery stock certificate (FAC Sections 6922 and 6923). The Commissioner may revoke or suspend the right to use any nursery stock certificate or other shipping permit because of non-compliance (FAC Section 6968). It is unlawful to alter or otherwise misuse any shipping permit or nursery stock certificate (FAC Section 6927).

  Any one receiving or moving any nursery stock must notify the Commissioner immediately upon arrival and hold the nursery stock for inspection unless it is accompanied by a valid nursery stock certificate. Some counties have elected to waive that exemption and require GWSS host plant material entering the county (or non-infested area of a county) to be accompanied by a Warning Hold for Inspection certificate (FAC Section 6505). In this case, it is unlawful even to move nursery stock within a county without forwarding a manifest specified by (FAC Section 6925 and 6926).

- To facilitate the investigation of violations, proof of ownership is required of any person buying, selling, or transporting a shipment of plant material intended for commercial sale and it is unlawful for any person to alter any proof of ownership document (FAC Sections 5030 and 5031).

- Under the PDCP regulations, all host plants of GWSS moving from an infested area to a non-infested area must be certified free of GWSS (FAC Section 5721; 3 CCR Sections 3060.2, 3060.4 and 3660). Certification can be based on surveys confirming non-infested status, inspection, or by approved treatment. It is unlawful to alter or otherwise wrongfully use a certificate (FAC Section 5208).

- The Secretary or Commissioner may enter into compliance agreements to facilitate the movement of host plant material. The compliance agreement provides the survey, treatment, and handling requirements necessary to assure freedom from GWSS. Violation of the provisions of a compliance agreement is unlawful and any person that violates the provisions of a compliance agreement can also be held liable civilly for up to $10,000. Remedies provided here do not supersede or limit any and all other remedies available to the State (FAC Section 5705).

- If any shipment of any nursery stock, plant, or container of any nursery stock or plant, or appliance, or any host or other carrier of any pest which is brought into any county or locality in the state from another county or locality within the state, is found to be infested with a pest (i.e., GWSS), or there is reasonable cause to believe that the shipment may be infested, the entire shipment shall be refused delivery and may be immediately destroyed by, or under the supervision of the Commissioner, unless the nature of the pest is such that no damage or detriment can be caused to agriculture by the return of the shipment to the point of shipment (FAC Section 6521). The officer who makes the inspection of such a shipment may affix a warning tag or notice to the shipment and shall notify in writing the owner or bailee of the shipment to return the shipment to the point of shipment within the time limit which the

officer specifies (FAC Section 6522). Similarly, a warning hold may be placed on a shipment entering the state if it is found to be infested with GWSS, or there is reasonable cause to believe that the shipment may be infested with GWSS. It is unlawful, except by written permission, to move or divert any plant shipment placed under a warning hold order without written permission. It is unlawful to remove, destroy, or otherwise alter any warning hold order (FAC Section 6303).

- If or when GWSS is found infesting any location, the Secretary or Commissioner may require that any plant, or other GWSS host, be held at that location, and may require any host within five miles of that location be held as well (FAC Section 5701). It is unlawful to move any plant or host in violation of a hold order.
- Any location, plants, or other things found infested with GWSS can be considered a public nuisance and may be prosecuted as such and any remedies provided by law for the prevention and abatement of a public nuisance will apply. It is unlawful for any person to maintain a public nuisance. The remedies provided here are in addition to any other applicable remedies (FAC Sections 5401 and 5402).

STANDARDS AND RESTRICTIONS

This workplan does not include any variations from the standards set by law. If the Mariposa County Department of Agriculture (County) and the Mariposa County PDCP Task Force (if applicable) find that there is clear and convincing evidence to support a more stringent standard than is set by regulation, then the County will notify the CDFA and provide detailed justification as to the need for the more stringent standard.

LOCAL APPEAL PROCESS

Pursuant to Section 3651(c)(3) in Title 3 of the California Code of Regulations, the Mariposa County Department of Agriculture's PDCP Coordinator shall conduct a hearing if any application of the workplan is appealed in writing to him/her or his/her agency. Once the Coordinator receives an appeal, he/she or his/her agent will respond within 10 days to the appellant. The appellant will be given notice as to the date and time for the hearing. At the hearing, the appellant will be given the opportunity to be heard by the Coordinator and to present evidence on matters concerning the application of the workplan. The Coordinator will render a decision and respond to the appellant in writing within 30 days of the hearing. The results of said hearing will be transmitted to CDFA.

PIERCE'S DISEASE CONTROL PROGRAM

FY 2024-25 BUDGET

County: Mariposa

SURVEY/INSPECTION ACTIVITIES

***PERSONNEL SERVICES**

Permanent Staff	**Hourly**	**Number of**	**Salary**	**Benefit**	**Benefit**	**Total**
Agricultural & Standards Inspector II	34.15	2	68.30	30%	20.49	88.79
Agricultural & Standards Inspector II	35.86	3.25	116.55	30%	34.97	151.52
Account Clerk	22.23	33	733.59	25%	183.40	916.99
Agricultural Commissioner	60.64	6	363.84	25%	90.96	454.80
Total Permanent		44.25	1,282.28		329.82	1,612.10
Temporary Staff						
Agricultural Field Assistant	18.80	280	5,264.00	10%	526.40	5,790.40
			-	0%	-	-
Total Temporary		280	5,264.00		526.40	5,790.40
Overtime						
			-	10%	-	-
			-	14%	-	-
Total Overtime		0	-		-	-
Total Personnel Services		324.25	6,546.28		856.22	7,402.50

OPERATING EXPENSES

General Expense/Supplies

Postage					-
Communication-Fax					390.00
****Vehicle Expense**	**Rate**	**Miles**			
County	0.670	3,000			2,010.00
State	-				-
	Monthly	**Total**	**Months**		
Lease vehicles					-
Gasoline for leased vehicle					
Travel	**Airfare**	**Rental Car**	**Per Diem**	**Other**	
Event A (Date(s))				-	-
Indirect Cost	25%				1,850.63
				Total Operating Expenses	4,250.63
				Total Survey/Inspection Activities	**$ 11,653.13**

*Subject to change due to salary increases, available work force, labor contract changes, program modifications, etc.

**Subject to change due to federal mileage rate changes.

Attachment 2 - Summary of Management Practices, Mitigation Measures, and Other PEIR Requirements

Requirement	Description
	General Requirements
Conduct activity as described in Chapters 2 and 3 of PEIR	Activities covered by the PEIR are described in PEIR Chapters 2 and 3. Activities must be implemented in accordance with these descriptions, unless an Addendum or tiered CEQA document has been prepared pursuant to Part B of the Tiering Strategy.
Include applicable PEIR requirements in Compliance Agreements with growers, based on the activities the growers may conduct in response to quarantine	When a regulated entity (e.g., grower) wishes to ship host material outside of an established quarantine area, CDFA and the regulated entity enter into a Compliance Agreement to ensure the orderly marketing of regulated hosts or articles. The Compliance Agreement must include any relevant PEIR requirements, such as descriptions of authorized chemical treatments, protective measures related to special-status species, MPs, applicable PEIR mitigation measures, etc.
Obtain technical assistance from the U.S. Fish and Wildlife Service, National Marine Fisheries Service, and California Department of Fish and Wildlife	CDFA designs its pest eradication protocols to meet or exceed recommendations from USFWS and the California Department of Fish and Wildlife (CDFW) concerning special-status species and sensitive natural communities (as defined in Section 6.3, Biological Resources). CDFA also coordinates with NMFS to address control programs for non-native pest outbreaks that may impact species under their jurisdiction (i.e., ocean coastlines or streams that empty into the ocean). Under the existing Statewide Program, no impacts on special-status species or sensitive natural communities have been identified from pest management activities to date. Under the Proposed Program, CDFA would continue to coordinate with USFWS, NMFS, and CDFW to avoid "take" of threatened and endangered species and to minimize adverse environmental impacts on other special-status species and sensitive natural communities. Prior to making the decision to treat, CDFA would consult the California Natural Diversity Database (CNDDB) for special-status species previously reported inside or in close proximity to the treatment area boundaries, as well as check for the potential for presence of special-status species habitat and/or sensitive natural communities. CDFA would report the results to USFWS, NMFS, and/or CDFW. CDFA, in conjunction with the county agricultural commissioner, would provide USFWS, NMFS, and/or CDFW with maps showing the proposed treatment areas and identifying the treatment activity. CDFA would develop measures to avoid adverse environmental impacts on these resources and would notify USFWS, NMFS, and/or CDFW (depending on the potentially affected species) of pest control activities and the protective measures proposed for use. If any of these wildlife agencies responded to CDFA with a conclusion that the proposed activities would pose potential for "take" of threatened or endangered species, or other special-status species, CDFA would coordinate further with these agencies regarding the appropriate measures to avoid

Requirement	Description
	impacts. The presence of special-status species or sensitive natural communities may require treatment regimen alterations so that take of the species, or adverse modification of sensitive natural communities, would not occur. Treatment plans are designed so that "take" of special-status species would not occur. This may mean that a section of riparian area would be treated only partially (e.g., no insecticides sprayed on trees above a certain height level so that no drift would occur into the associated waterbody) or no treatment would occur at all, however, this would likely lead to full establishment of the invasive pest.
	Management Practices
MP-SPRAY-1: Conduct a Site Assessment	▪ Verify site to be treated. ▪ Take note of site conditions, such as soil texture, slope, water bodies, host plants, irrigation, and storm drains. ▪ Identify and make plans to avoid streamside management areas and surface water. ▪ Consider integrated pest management methods designed to minimize the scale and number of pesticide applications. Consider multiple measures such as sterile release, host removal, and bait stations. ▪ Choose the least persistent and lowest toxicity pesticide that will efficaciously treat the target pest.
MP-SPRAY-2: Properly clean and calibrate all equipment to apply chemicals uniformly and in the correct quantities	▪ Calibrate spray equipment per label instructions. ▪ Perform equipment screening tests and tank sampling when appropriate. ▪ Use dedicated specific equipment for specific products when appropriate. ▪ Ensure equipment is cleaned properly per the manufacturer's specifications and any pesticide label directions. ▪ Select the appropriate nozzle to ensure proper coverage. ▪ Maintain an equipment log to track calibration, cleaning, and repairs. ▪ Conduct visual inspections of equipment before use. Check all equipment for leaking hoses, connections, and nozzles. ▪ Monitor the operation of the nozzles during the application. ▪ Request county agricultural commissioner pesticide use enforcement inspections and monitoring of applications. ▪ Discontinue use immediately if equipment malfunctions or fails to pass screening tests.
MP-SPRAY-3: Follow pesticide application laws and regulations, and label directions.	▪ Comply with Pesticide label. ▪ Require employees who supervise the handling and application of pesticides to maintain a Qualified Applicator License issued by CDPR. ▪ Be aware of any regulations or internal procedures before application. ▪ Use appropriate application methods and rates.

Requirement	Description
	▪ Mix and load chemicals in areas where spills can be contained. Limit mixing and loading in the field. ▪ Provide annual safety training for all treatment personnel.
MP-SPRAY-4: Apply chemicals only under favorable weather conditions	▪ Monitor wind conditions. Delay or do not apply foliar sprays if wind speeds are over 10 miles per hour. ▪ Check weather service prior to application. Delay or do not apply foliar treatments if there is a 40% or higher chance of rain forecast to occur 24 hours before or after the planned application.
MP-SPRAY-5: Follow integrated pest management and drift reduction techniques	▪ Use buffer zones where applicable to protect sensitive areas, such as bodies of water, critical habitat for threatened and endangered species, and other identified sensitive areas. ▪ Use low pressure application equipment if applicable. ▪ Use “bait station” application methods when possible.
MP-SPRAY-6: Clean equipment and dispose of rinse water per label directions	▪ Rinse equipment according to manufacturer’s label instructions. ▪ Discharge rinse water only in areas that are part of the application site or at a certified waste treatment facility. ▪ Dispose of surplus chemicals and containers according to label instructions.
MP-SPRAY-7: Follow appropriate product storage procedures	▪ Ensure proper storage of all pesticides per label instructions. ▪ Ensure all pesticides removed from their original container are properly sealed for use within a service container. ▪ Seal all service containers within a tool box. ▪ Lock tool boxes when unattended.
MP-AERIAL-1: Use appropriate aerial spray treatment procedures	▪ Do not make direct application to water bodies. ▪ Use dripless nozzles if available. ▪ Verify the calibration of the contractor’s spray equipment before the start of each treatment campaign. ▪ Make sure that the aircraft pilot is in radio communication with Proposed Program personnel on the ground, to verify wind speed and direction and location of non-target sites, including water bodies, people, vehicles, and buildings. ▪ Supervise mixing and loading of the aircraft.
MP-GROUND-1: Follow appropriate ground-rig foliar treatment procedures	▪ Avoid direct applications to water bodies unless the material is registered for such use. ▪ Maintain a 30-foot buffer around water bodies per NPDES permit. ▪ Use dripless nozzles or fan-type nozzles at low psi if applicable. ▪ When using a blower boom, direct the blower boom to the precise angle needed to treat host plants. ▪ Ensure the spray boom is equipped with an electric on/off switch to treat the precise target areas where host plants occur. ▪ Monitor wind conditions. Delay or do not apply foliar sprays if

Requirement	Description
	wind speeds are over 10 miles per hour. ▪ Perform ground-rig foliar treatments at low pressure, to reduce the quantity of fine droplet particles where applicable. ▪ Allow only staff or private entities under contract that are appropriately trained and licensed to perform ground-rig spot treatments. ▪ Check weather service prior to application. Delay foliar treatments if there is a 40% or higher chance of rain forecast to occur 24 hours before or after the planned application.
MP-GROUND-2: Follow appropriate low-pressure backpack treatment procedures	▪ Avoid direct applications to water bodies unless material is registered for such use. ▪ Maintain a 30-foot buffer from water bodies per NPDES permit. ▪ Use dripless nozzles where applicable. ▪ Direct the nozzle at the target to minimize drift. ▪ Monitor wind conditions. Delay or do not apply foliar sprays if wind speeds are over 10 miles per hour. ▪ Allow only trained staff to perform backpack spot treatments. ▪ Monitor weather conditions. Delay foliar treatments if there is a 40% or higher chance of rain forecast to occur in the next 24 hours.
MP-GROUND-3: Train personnel in proper use of pesticides	▪ Conduct training for personnel in the safe and proper mixing, loading, and application of pesticides, in compliance with both federal and State pesticide regulations and the product label. ▪ Require employees who supervise the handling and application of pesticides maintain a Qualified Applicator Certificate, issued by CDPR or have a County License for Pesticide Regulation. ▪ Contractors will be appropriately trained and licensed.
MP-GROUND-4: Enforce runoff and drift prevention	▪ Carefully monitor and evaluate weather conditions within potential treatment areas to determine the effectiveness of control applications immediately before deciding whether to proceed with a treatment and during the course of a treatment. o Monitor weather conditions before and during applications o Comply with NPDES Permit.
MP-HAZ-1: Implement a Spill Contingency Plan	▪ Contain spill immediately to minimize the risk of further pesticide exposure to people, animals, and the environment. ▪ Be prepared to respond to pesticide spills. ▪ Provide clean-up of small spills (50 gallons or less) and properly dispose of residual materials. For larger spills notify the Chemical Transportation Emergency Center at 800-424-9300. ▪ Use established protocols in determining the appropriate action in the event of an accidental crash of a spray rig, tanker, or aircraft. ▪ Follow instructions for First Aid Measures as listed on the Material Safety Data Sheet.

Requirement	Description
	▪ Call an ambulance in the event of a spill involving severe personal injury. ▪ Remove anyone exposed to pesticides to a safe location. If applicable, remove their clothing and wash contaminated skin with soap and water. ▪ Do not move a seriously injured person unless it is absolutely essential because of the risk of further injury. ▪ Do not leave injured or incapacitated persons until proper medical assistance arrives. ▪ Provide a pesticide label and/or material safety data sheet for medical personnel. ▪ For any spill incident, contact the California State Warning Center/Governor's Office of Emergency Services at 916-845-8911 or warning.center@oes.ca.gov. ▪ Call the fire department and notify department personnel of the presence of pesticides for a spill involving fire, if a fire hazard exists. Eliminate all sources of ignition (electric motors, gasoline engines, or smoking) to prevent fire or explosion. ▪ Contact the California Highway Patrol by calling 911 for a spill occurring on a highway. ▪ Call local police or the county sheriff for a spill occurring off-road. ▪ Stop the leak and contain the spill of a punctured tank. ▪ For minor spills of 50 gallons or less: o Wear rubber boots, coveralls, rubber gloves, and eye protection. o Confine the leak or spill to the smallest area possible by using natural terrain, soil, or absorbent material. o Shovel contaminated material into a leak-proof container. o Do not hose down the area. o Work carefully and safely; do not hurry. o Dispose contaminated material in the same manner as for excess pesticides or hazardous wastes. ▪ For major spills of 50 gallons or more: o Follow the steps listed for all above and include the additional number below. o If the spill is too big, or uncertainty exists as to the appropriate action, notify the Chemical Transportation Emergency Center at 800-424-9300.
MP-HAZ-2: Use a safety and cleanup materials checklist	▪ Follow a checklist for safety and cleanup materials to accompany mixing-loading vehicles during treatment activities, which should include the following: o For Safety: a first-aid kit; a fire extinguisher (516, type A-B-C), and goggles. o For Clean-up: one shovel, large heavy-duty plastic bags, rubber boots, disposable coveralls, water, rubber gloves, a broom and dust pan, liquid detergent, several

Requirement	Description
	bags of "kitty litter" or other absorbent materials.
MP-HAZ-3: Implement decontamination	▪ Decontaminate paved surfaces per site specific protocols and Accidental Release Measures on the Material Safety Data Sheet. ▪ Shovel contaminated material into a leak-proof metal drum for final disposal.
MP-HAZ-4: Follow appropriate disposal procedures	▪ Dispose all materials that have been contaminated by spillage or exposed to large volumes of pesticides, including cloth, soil, and wood that cannot be decontaminated, in the same manner as done for excess pesticides. ▪ Store contaminated absorbent material and materials that cannot be decontaminated in a leak-proof container and dispose the container at a Class I landfill.
Mitigation Measures	
Mitigation Measure BIO-CHEM-2: CDFA will obtain technical assistance from USFWS, CDFW and NMFS to identify site-specific buffers and other measures to protect habitats utilized by special-status species	CDFA shall identify any suitable habitat for special-status wildlife species identified as having potential to (1) occur in the region and (2) be affected by the treatment scenario in question. Suitable habitat may consist of aquatic or terrestrial foraging habitat. If such habitat exists, CDFA would prepare treatment plans that will avoid or minimize substantial adverse effects on special-status species and submit them to USFWS, CDFW, and NMFS for review. This may be done on a project-specific basis (for individual applications) or for an entire quarantine area. Treatment plan measures may include modifications in the timing, locations, and/or methods for chemical treatments on a case-by-case basis, including establishment of site-specific buffers. The technical assistance process has been designed so that no "take" authorization will be needed. The treatment plan requirements will be provided to those implementing the treatments. In the case of quarantines, the requirements will be attached to the compliance agreement between CDFA and those individual growers affected by the requirements (e.g., those who may treat in proximity to suitable habitat for special-status species). CDFA shall document the results of the USFWS, CDFW, and NMFS coordination, and shall maintain records of compliance with the measures to protect special-status species.
Mitigation Measure HAZ-GEN-4a: Determine Potential for Hazardous Materials Exposure	Before conducting any activities under the Proposed Program, CDFA staff (or the entity conducting the activity) shall determine whether the potential exists for the activity, based on its characteristics and location, to result in exposure to existing sites of hazardous materials contamination.
Mitigation Measure HAZ-GEN-4b: Conduct a Hazardous Materials	If exposure to hazardous materials contamination is determined to be a possibility, before conducting the activity under the Proposed Program,

Requirement	Description
Records Search before Beginning Proposed Program Activities at a Given Site	CDFA staff (or the entity conducting the activity) shall search the EnviroStor database to identify any area that may be on sites containing known hazardous materials. If hazardous sites are encountered, CDFA shall coordinate with the property owners and/or site managers, and regulatory agencies with jurisdiction over these sites for proper protocols to follow to protect worker health and safety. At a minimum, these protocols shall ensure that workers are not subjected to unacceptable health risk or hazards, as determined by existing regulations and standards that have been developed to protect human health.
Mitigation Measure HAZ-GEN-4c: Stop work and implement hazardous materials investigations/ remediation for contamination health risks	In the event that during the activity, previously unknown hazardous materials not related to the Proposed Program are encountered that may pose a health risk to those implementing Proposed Program activities, all activities will stop and CDFA (or the entity conducting the activity) shall consult the landowner and appropriate agencies to determine the extent of the hazardous material and determine what safety protocols need to be implemented to continue Proposed Program activities. At a minimum, these protocols will ensure that workers are not subjected to unacceptable health risk or hazards, as determined by existing regulations and standards that have been developed to protect human health.
Mitigation Measure HAZ-CHEM-1a: Conduct Public Information Sessions Regarding Pesticide Safety Practices	CDFA shall continue to work with CDPR and CACs to conduct public information sessions in the local communities where Proposed Program chemical management activities are proposed to be conducted. The focus will be on educating residents whose properties are being treated or who live in proximity to areas being treated on MPs for pesticide applications, including an emphasis on notification, signage, re-entry periods, potential adverse health effects, and how to seek proper help if an accident is suspected. As necessary, sessions will be conducted or translated in a language understood by the target audience, such as Spanish.
Mitigation Measure HAZ-CHEM-1b: Conduct Training Sessions and Prepare Educational Materials Regarding Safe Handling and Application of Pesticides	CDFA shall continue training sessions for its staff and contractors regarding safe pesticide handling and application. In addition, for quarantine areas, CDFA shall include materials in its compliance agreements with regulated entities (e.g., growers) with information for pesticide applicators and agricultural workers regarding MPs for pesticide applications, including an emphasis on notification, signage, re-entry periods, potential adverse health effects, and how to seek proper help if an accident is suspected. A regulated entity is defined as someone who has to comply with the quarantine requirements in order to move their products outside of the regulated area. This may include but not be limited to growers, nurseries, and commodity shippers. The compliance agreements will require that regulated entities distribute these materials to applicators and workers. As necessary, all materials will be presented in a language understood by the target audience, such as Spanish.
Mitigation Measure HAZ-CHEM-3:	CDFA shall require Proposed Program staff and contractors to conduct

Requirement	Description
Require Compliance with the Proposed Program's Authorized Chemical Application Scenarios	chemical applications in a manner consistent with the Proposed Program's authorized chemical application scenarios, resulting in acceptable human health risk as described in Chapter 2, Proposed Program Description and the HHRA (Appendix B). Deviations from the authorized chemical application scenarios may be allowed if: (1) An evaluation is conducted pursuant to the CEQA Tiering Strategy (Appendix C), which concludes that the alternative scenario will not exceed the level of concern for any receptor; or (2) A certified industrial hygienist concludes that the alternative scenario will not result in risk exceeding the level of concern for any potential receptor, and the scenario is implemented by a licensed or certified applicator. This conclusion may be based on site-specific factors that minimize potential for exposure, absence of a particular receptor, use of additional or different PPE, or monitoring of the exposure, such as regular blood tests to ensure blood concentrations in the exposed individuals are below the risk threshold. When methyl bromide is used, appropriate air sampling and analysis by a qualified professional will be done for the fumigation worker and fumigation downwind bystander to evaluate the effectiveness of BMPs related to subchronic and chronic exposure. The results of the evaluation or hygienist's conclusions will be documented, along with any monitoring results. CDFA will conduct training for its staff and contractors on these approaches. CDFA also will require adherence to these scenarios by including requirements in contractual agreements, such as compliance agreements (for quarantines), permits (e.g., for movement of certain materials outside quarantine areas), contracts (e.g., with CDFA contractors), or other similar means.
Mitigation Measure NOISE-PHYS-1: Conduct Activities during the Daytime	For activities that exceed the applicable nighttime noise criteria at the nearest sensitive receptor, activity operations will be scheduled to occur during the day (between 6 a.m. and 10 p.m.).
Mitigation Measure WQ-CHEM-2: Track Emerging Water Quality Standards and Implement Additional Mitigation as Appropriate	CDFA will track whether new applicable numerical water quality standards have been adopted. If new numerical thresholds are established, CDFA will evaluate whether the estimated concentrations modeled in the Ecological Risk Assessment exceed the adopted standard. In these cases, Impact WQ-CHEM-4 or WQ-CHEM-5 would apply (including implementation of appropriate MPs as described in those impacts), and Mitigation Measure WQ-CHEM-4 would be implemented related to quarantine activities.
Mitigation Measure WQ-CHEM-5: Require Implementation of Proposed Program MPs as Part of Compliance	For quarantine areas where chemicals may be used that were modeled to exceed standards, or where impaired waterbodies exist which could be affected by Proposed Program chemical use, CDFA shall include a

Requirement	Description
Agreements	requirement in compliance agreements that regulated entities (e.g. growers) are to implement relevant Proposed Program MPs, or shall show proof that participation in the Ag Waivers Program or another program to protect water quality contains measures which are equivalent to or more protective than the Proposed Program MPs.
Mitigation Measure WQ-CUM-1: Identify whether Proposed Program Pesticide Applications May Occur in Proximity to Impaired Waterbodies, and Implement Appropriate MPs	Before conducting a treatment or implementing a quarantine, CDFA shall identify whether a treatment location or quarantine area contains or is in proximity to any waterbodies impaired for relevant pesticides, pesticides in general, or toxicity. For those treatments where impaired waterbodies are present, CDFA shall implement relevant Proposed Program MPs. For quarantines where impaired waterbodies exist, CDFA shall implement Mitigation Measure WQ-CHEM-5.

AD-1048

OMB No. 0505-0027
Expiration Date: 09/30/2025

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

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

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

(Read instructions on page two before completing certification.)

A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;

B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ORGANIZATION NAME	PR/AWARD NUMBER OR PROJECT NAME

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

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

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

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

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

Instructions for Certification

(1) By signing and submitting this form, the prospective lower tier participant is providing the certification set out on page 1 in accordance with these instructions.

(2) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

(3) The prospective lower tier participant must provide immediate written notice to the person(s) to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(4) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person, ""primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549, at 2 CFR Parts 180 and 417. You may contact the Department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

(5) The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it may not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department or agency with which this transaction originated.

(6) The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

(7) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the General Services Administration's System for Award Management Exclusions database.

(8) Nothing contained in the foregoing shall be construed to require establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(9) Except for transactions authorized under paragraph (5) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the Department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-417

MEETING: October 1, 2024

TO: The Board of Supervisors

FROM: Monica Nielsen, Agricultural Commissioner

RE: Approve the Detection Trapping Agreement No. 24-0132-019-SF for FY 2024/2025 with the California Department of Food and Agriculture (CDFA); and Authorize the Board of Supervisors Chair to Sign the Agreement

---

RECOMMENDATION AND JUSTIFICATION

Approve the Detection Trapping Agreement No. 24-0132-019-SF for FY 2024/2025 with the California Department of Food and Agriculture (CDFA); and Authorize the Board of Supervisors Chair to Sign the Agreement.

The pest detection trapping contract is an annual contract that provides State subvention funds for the pest detection trapping program to cover part of the cost of the program. This contract was first instituted after the 1981 Mediterranean Fruit Fly infestation to cover the costs of the increase in trap numbers over the original County trapping commitment. This agreement covers core pest detection for Mediterranean Fruit Fly, Spongy Moth, and Japanese Beetle trapping. The subvention funding available is $28,888 for FY 2024/2025.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The FY 2023/2024 Agreement was approved by Resolution No. 2024-37.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Not approving this agreement, subvention funds will not be received for the Exotic Pest Detection Trapping program to defray the funds expended for work performed in this mandated program for fiscal year 2024/2025.

FINANCIAL IMPACT

The subvention amount of $28,888 for the Exotic Pest Detection Trapping Program Agreement was included in revenue for FY 2024/2025.

ATTACHMENTS

1. Pest Detection Core Contract 24-0132-019-SF

VOTE RESULT

RESULT: **Adopted (UNANIMOUS)**

MOVER: District IV Supervisor Wayne Forsythe

SECONDER: District II Supervisor Shannon Poe

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

State of California, Department of Food and Agriculture
AGREEMENT
GAU-03 (Rev. 8/2024)

COOPERATIVE AGREEMENT SIGNATURE PAGE

AGREEMENT NUMBER
24-0132-019-SF

1. This Agreement is entered into between the State Agency and the Recipient named below:

STATE AGENCY'S NAME
CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)

RECIPIENT'S NAME
COUNTY OF MARIPOSA

2. The Agreement Term is: July 1, 2024 through June 30, 2025

3. The maximum amount of this Agreement is: $28,888.00

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

Exhibit A: Prime Award Information Recipient and Project Information	2 Page(s)
Exhibit B: General Terms and Conditions	5 Page(s)
Exhibit C: Payment and Budget Provisions	2 Page(s)
Exhibit D: Federal Terms and Conditions	3 Page(s)

Attachments: Scope of Work and Budget

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

RECIPIENT

RECIPIENT'S NAME *(Organization's Legal Name)*
COUNTY OF MARIPOSA

BY *(Authorized Signature)*	DATE SIGNED
✍	

PRINTED NAME AND TITLE OF PERSON SIGNING
Miles Menetrey, Board of Supervisors, Chair

ADDRESS
Post Office Box 905, Mariposa, CA 95338-0905

STATE OF CALIFORNIA

AGENCY NAME
CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)

BY *(Authorized Signature)*	DATE SIGNED
✍	

PRINTED NAME AND TITLE OF PERSON SIGNING
ANDREA PERKINS, STAFF SERVICES MANAGER I, OFFICE OF GRANTS ADMINISTRATION

ADDRESS
1220 N STREET, ROOM 120
SACRAMENTO, CA 95814

LB

EXHIBIT A

PRIME AWARD INFORMATION

Federal Agency:	USDA-APHIS-PPQ
Federal Award Identification Number:	AP24PPQFO000C116
Federal Award Date:	May 21, 2024
Catalog of Federal Domestic Assistance Number (CFDA) and Name:	10.025 Plant and Animal Disease, Pest Control, and Animal Care
Amount Awarded to CDFA:	$400,000.00
Effective Dates for CDFA:	July 1, 2024 through June 30, 2025
Federal Award to State Agency is Research & Development (Yes/No)	No

Federal Agency:	USDA-APHIS-PPQ
Federal Award Identification Number:	AP24PPQFO000C006
Federal Award Date:	March 6, 2024
Catalog of Federal Domestic Assistance Number (CFDA) and Name:	10.025 Plant and Animal Disease, Pest Control, and Animal Care
Amount Awarded to CDFA:	$15,000,000.00
Effective Dates for CDFA:	January 1, 2024 through December 31, 2024
Federal Award to State Agency is Research & Development (Yes/No)	No

RECIPIENT AND PROJECT INFORMATION

1. CDFA hereby awards an Agreement to the Recipient for the project described herein:
Grant recipient will perform exotic pest detection trapping to prevent the introduction and spread of an injurious insect that would threaten the economic importance of the agriculture food supply grown in California.

Project Title: Detection Trapping

2.The Managers for this Agreement are:

FOR CDFA:		**FOR RECIPIENT:**	
Name:	Joanna Fisher	Name:	Monica Nielsen
Division/Branch:	PHPPS / Pest Detection, Emergecy Projects	Organization:	County of Mariposa
Address:	1220 N Street	Address:	Post Office Box 905
City/State/Zip:	Sacramento, CA 95814	City/State/Zip:	Mariposa, CA 95338-0905
Phone:	916-202-0879	Phone:	209-742-1408
Email Address:	joanna.fisher@cdfa.ca.gov	Email Address:	agcomm@mariposacounty.org

3. The Grant Administrative Contacts for this Agreement are:

FOR CDFA:		**FOR RECIPIENT:**	
Name:	Moosa Anwer	Name:	Monica Nielsen
Division/Branch:	PHPPS / Pest Detection, Emergecy Projects	Organization:	County of Mariposa
Address:	1220 N Street	Address:	PO Box 905
City/State/Zip:	Sacramento, CA 95814	City/State/Zip:	Mariposa, CA 95338
Phone:	916-539-8300	Phone:	209-966-2075
Email Address:	moosa.anwer@cdfa.ca.gov	Email Address:	mnielsen@mariposacounty.org

FISCAL CONTACT FOR RECIPIENT (if different from above):
Name:
Organization:
Address:
City/State/Zip:
Phone:
Email Address:

4. RECIPIENT: Please check appropriate box below:
Research and Development (R&D) means all research activities, both basic and applied, and all development activities that are performed by non-Federal entities. The term research also includes activities involving the training of individuals in research techniques where such activities utilize the same facilities as other R&D activities and where such activities are not included in the instruction function.

This award ☐ does ☒ does not support R&D.

5. For a detailed description of activities to be performed and duties, see Scope of Work and Budget.

EXHIBIT B

GENERAL TERMS AND CONDITIONS

1. **Approval**
   This Agreement is of no force or effect until signed by both parties. The Recipient may not invoice for activities performed prior to the commencement date or completed after the termination date of this Agreement.

2. **Agreement Execution**
   Unless otherwise prohibited by state law, regulation, or Department or Recipient policy, the parties agree that an electronic copy of a signed Agreement, or an electronically signed Agreement, has the same force and legal effect as an Agreement executed with an original ink signature. The term "electronic copy of a signed Agreement" refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed Agreement in a portable document format. The term "electronically signed Agreement" means an Agreement that is executed by applying an electronic signature using technology approved by all parties.

3. **Assignment**
   This Agreement is not assignable by the Recipient, either in whole or in part, without the prior consent of the CDFA Agreement Manager or designee in the form of a formal written amendment.

4. **Governing Law**
   This Agreement is governed by and will be interpreted in accordance with all applicable State and Federal laws.

5. **State and Federal Law**
   It is the responsibility of the Recipient to know and understand which State, Federal, and local laws, regulations, and ordinances are applicable to this Agreement and the Project, as described in Exhibit A. The Recipient shall be responsible for observing and complying with all applicable State and Federal laws and regulations. Failure to comply may constitute a material breach.

6. **Recipient Commitments**
   The Recipient accepts and agrees to comply with all terms, provisions, conditions and commitments of the Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by the Recipient in the application, documents, amendments, and communications in support of its request for funding.

7. **Performance and Assurances**
   The Recipient agrees to faithfully and expeditiously perform or cause to be performed all Project work as described in the Scope of Work, and to apply grant funds awarded in this Agreement only to allowable Project costs.

8. **Mutual Liability**
   Parties shall, to the extent allowed by law, each be individually liable for any and all claims, losses, causes of action, judgments, damages, and expenses to the extent directly caused by their officers, agents, or employees.

9. **Unenforceable Provision**
   In the event that any provision of this Agreement is unenforceable or held to be unenforceable, the parties agree that all other provisions of this Agreement shall remain operative and binding.

10. Contractors/Consultants

The Recipient, and the agents and employees of Recipient, in the performance of this Agreement, are not officers, employees, or agents of the CDFA. The Recipient's obligation to pay its Contractors/Consultants is an independent obligation from the CDFA's obligation to make payments to the Recipient. Recipient agrees to comply with all applicable State and local laws and regulations during the term of this Agreement. The Recipient is responsible to ensure that any/all contractors/consultants it engages to carry out activities under this Agreement shall have the proper licenses/certificates required in their respective disciplines. The Contractors/Consultants shall not affect the Recipient's overall responsibility for the management of the project, and the Recipient shall reserve sufficient rights and control to enable it to fulfill its responsibilities under this Agreement.

11. Non-Discrimination Clause

The Recipient agrees that during the performance of this Agreement, it will not discriminate, harass, or allow harassment or discrimination against any employee or applicant for employment based on race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. The Recipient agrees to require the same of all contractors and consultants retained to carry out the activities under this Agreement.

The Recipient agrees that during the performance of this Agreement, the evaluation and treatment of its employees and applicants for employment are free from discrimination and harassment. The Recipient will comply with the provision*s* of the Fair Employment and Housing Act (Government Code section 12990 *et seq*.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, section 10000 *et seq*.). The applicable regulations of the Fair Employment and Housing Council implementing Government Code section 12990 (a-f), set forth in 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 Recipient will give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining unit or other Agreement. The Recipient must include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

The Recipient agrees to require the same of all contractors and consultants retained to carry out activities under this Agreement.

12. Excise Tax

The State of California is exempt from federal excise taxes and no payment will be made for any taxes levied on employees' wages. The CDFA will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement. California may pay any applicable sales and use tax imposed by another State.

13. Disputes

The Recipient must continue with the responsibilities under this Agreement during any dispute. In the event of a dispute, the Recipient must file a "Notice of Dispute" with the CDFA Agreement Manager, identified in Exhibit A, or designee within ten (10) calendar days of discovery of the problem. The Notice of Dispute must contain the Agreement number. Within ten (10) calendar days of receipt of the Notice of Dispute, the CDFA Agreement Manager or designee must meet with the Recipient for the purpose of resolving the dispute. In the event of a dispute, the language contained within this Agreement prevails.

14. Termination for Convenience

This Agreement may be terminated by either party upon written notice. Notice of termination must be delivered to the other party at least thirty (30) calendar days prior to the intended date of termination. Notice of termination does not nullify obligations already incurred prior to the date of termination. In the event of Termination for Convenience of this Agreement by CDFA, CDFA must pay all responsible costs and non-cancellable obligations incurred by the Recipient as of the date of termination.

15. Termination for Cause

Either party may terminate this Agreement for cause in the event of a material breach of this Agreement, provided that the non-breaching party provides written notice of the material breach. If the breach is not cured to the satisfaction of the non-breaching party, this Agreement shall automatically terminate and the CDFA shall reimburse the Recipient for all documented costs incurred up to the date of the notice of termination, including all non-cancellable obligations. Timelines associated with notice and curing of material breaches shall be consistent with the timelines outlined in paragraph 17.

16. Acceptable Failure to Perform

The Recipient shall not be liable for any failure to perform as required by this Agreement, to the extent such failure to perform is caused by any of the following: labor disturbances or disputes of any kind, accidents, the inability to obtain any required government approval to proceed, civil disorders, acts of aggression, acts of God, energy or other conservation measures, failure of utilities, mechanical breakdowns, materials shortages, disease, pandemics, or similar occurrences.

17. Breach

The parties may be in material breach under this Agreement if they fail to comply with any term of this Agreement, or a party determines that the other party is not implementing the Project in accordance with the provisions of this Agreement, or that a party has failed in any other respect to comply with the provisions of this Agreement. In the event of a material breach, the party identifying the breach shall provide a Notice of Material Breach to the breaching party within fifteen (15) calendar days upon discovery of breach. The breaching party shall have fifteen (15) calendar days from receipt of the notice to notify how it intends to cure the breach. Upon receipt of the proposed cure, the non-breaching party has fifteen (15) days to accept or reject the proposed cure. Upon the non-breaching party's approval of the cure, the breaching party has thirty (30) days to implement the cure. If the breaching party fails to cure the breach within thirty (30) days of the non-breaching party's approval of the cure, the non-breaching party may take the following respective actions:

A. CDFA may suspend payments;
B. CDFA may demand repayment of all funding;
C. Either party may terminate the Agreement
D. CDFA may debar Recipient; or
E. Either party may take any other action deemed necessary to recover costs.

The non-breaching party shall send a Notice of Failure to Cure Material Breach upon its decision to carry out any of these actions. These actions are effective upon issuance of the Notice of Failure to Cure Material Breach, unless the Recipient appeals a Notice of Failure to Cure Material Breach, in which case the effective date falls on the issuance of a final decision on the appeal.

Where CDFA notifies the Recipient of its decision to demand repayment pursuant to this paragraph, the funds that are subject to the demand shall be repaid immediately. CDFA may consider the Recipient's refusal to repay the requested disbursed amount a material breach.

A Notification of Failure to Cure Material Breach may be appealed to CDFA. The appeal must be post marked within ten (10) calendar days of the date the Recipient received the Notice of Failure to Cure

and addressed to the CDFA Legal Office of Hearing and Appeals or emailed to CDFA.LegalOffice@cdfa.ca.gov.

California Department of Food and Agriculture
Legal Office of Hearing and Appeals
1220 N Street
Sacramento, CA 95814

All notices, communications, and appeals described in this paragraph must be received in writing to be considered timely.

If CDFA notifies the Recipient of its decision to withhold the entire funding amount from the Recipient pursuant to this paragraph, this Agreement shall terminate upon receipt of such notice by the Recipient and CDFA shall no longer be required to provide funds under this Agreement and the Agreement shall no longer be binding on either party.

18. Publicity and Acknowledgement

The Recipient agrees that it will acknowledge CDFA's support whenever projects funded, in whole or in part, by this Agreement are publicized in any news media, brochures, publications, audiovisuals, presentations or other types of promotional material and in accordance with the Grant Procedures Manual if incorporated by reference and attachment to the Agreement. The Recipients may not use the CDFA logo.

19. News Releases/Public Conferences

The Recipient agrees to notify the CDFA in writing at least two (2) business days before any news releases or public conferences are initiated by the Recipient or its Contractors/Consultants regarding the project described in the Attachments, Scope of Work and Budget and any project results.

20. Scope of Work and Budget Changes

Changes to the Scope of Work, Budget, or the Project term, must be requested in writing to CDFA Grant Administrative Contact no less than thirty (30) days prior to the requested implementation date. Any changes to the Scope of Work and Budget are subject to CDFA approval and, at its discretion, CDFA may choose to accept or deny any changes. If accepted and after negotiations are concluded, the agreed upon changes will be made and become part of this Agreement. CDFA will respond in writing within ten (10) business days as to whether the proposed changes are accepted.

21. Reporting Requirements

The Recipient agrees to comply with all reporting requirements specified in Scope of Work and/or Grant Procedures Manual if incorporated by reference to this Agreement as an attachment.

22. California State Auditor

This Agreement is subject to examination and audit by the California State Auditor for a period of three (3) years after final payment under the Agreement.

23. Equipment

Purchase of equipment not included in the approved Budget requires prior approval. The Recipient must comply with state requirements regarding the use, maintenance, disposition, and reporting of equipment as contained in CCR, Title 3, Division 1, Chapter 5, sections 303, 311, 324.1 and 324.2.

24. Closeout

The Agreement will be closed out after the completion of the Project or project term, receipt and approval of the final invoice and final report, and resolution of any performance or compliance issues.

25. Confidential and Public Records

The Recipient and CDFA understand that each party may come into possession of information and/or data which may be deemed confidential or proprietary by the person or organization furnishing the information or data. Such information or data may be subject to disclosure under the California Public Records Act or the Public Contract Code. To the extent allowed by law, CDFA determines whether the information is releasable. Each party agrees to maintain such information as confidential and notify the other party of any requests for release of the information.

26. Amendments

Changes to funding amount or Agreement term require an amendment and must be requested in writing to the CDFA Agreement Manager or designee no later than sixty (60) calendar days prior to the requested implementation date. Amendments are subject to CDFA approval, and, at its discretion, may choose to accept or deny these changes. No amendments are possible if the Agreement is expired.

27. 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 agreements with, and to refrain from entering any new agreements with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Recipient 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 Recipient advance written notice of such termination, allowing Recipient at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

EXHIBIT C
PAYMENT AND BUDGET PROVISIONS

1. Invoicing and Payment

A. For activities satisfactorily rendered and performed according to the attached Scope of Work and Budget, and upon receipt and approval of the invoices, CDFA agrees to reimburse the Recipient for actual allowable expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this Agreement.

B. Invoices must include the Agreement Number, performance period, type of activities performed in accordance with this Agreement, and when applicable, a breakdown of the costs of parts and materials, labor charges, and any other relevant information required to ensure proper invoices are submitted for payment.

C. Unless stated in the Scope of Work, quarterly invoices must be submitted to the CDFA Administrative Contact, within thirty (30) calendar days after the end of each quarter in which activities under this Agreement were performed.

D. Unless stated in the Scope of Work, a final invoice will be submitted for payment no more than thirty (30) calendar days following the expiration date of this Agreement, or after project is complete, whichever comes first. The final invoice must be clearly marked “Final Invoice” thus indicating that all payment obligations of the CDFA under this Agreement have ceased and that no further payments are due or outstanding.

2. Allowable Expenses and Fiscal Documentation

A. The Recipient must maintain adequate documentation for expenditures of this Agreement to permit the determination of the allowability of expenditures reimbursed by CDFA under this Agreement. If CDFA cannot determine if expenditures are allowable under the terms of this Agreement because records are nonexistent or inadequate according to Generally Accepted Accounting Principles, CDFA may disallow the expenditures.

B. If mileage is a reimbursable expense, using a privately-owned vehicle will be at the standard mileage rate established by the United States (U.S.) Internal Revenue Service (IRS) and in effect at the time of travel. The standard mileage rate in effect at the time of travel can be found on IRS’s website regardless of funding source/type.

C. If domestic travel is a reimbursable expense, receipts must be maintained to support the claimed expenditures. The maximum rates allowable for travel within California are those established by the California Department of Human Resources (CalHR). The maximum rates allowable for domestic travel outside of California are those established by the United States General Services Administration (GSA).

D. If foreign travel is a reimbursable expense, receipts must be maintained to support the claimed expenditures. The maximum rates allowable are those established in a per diem supplement to Section 925, Department of State Standardized Regulations.

E. The Recipient will maintain and have available, upon request by CDFA, all financial records and documentation pertaining to this Agreement. These records and documentation will be kept for three (3) years after completion of the Agreement period or until final resolution of any performance/compliance review concerns or litigation claims.

3. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, California Government Code Title 1, Division 3.6, Part 3, Chapter 4.5, commencing with Section 927 - The California Prompt Payment Act.

4. Budget Contingency Clause

If funding for any fiscal year is reduced or deleted for purposes of this program, the CDFA has the option to either cancel this Agreement with no liability occurring to the CDFA or offer to amend the Agreement to reflect the reduced amount.

EXHIBIT D

FEDERAL TERMS AND CONDITIONS

The Recipient and recipients of any subawards under this award, agree to comply with all applicable requirements of all Federal laws, executive orders, regulations, and policies governing this program, including but not limited to 2 CFR 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards. For-profit organizations will be subject to 48 CFR Subpart 31. Recipients are responsible for identifying the federal regulations appropriate to their organization, consistently applying cost principles and ensuring contractors or consultants comply with applicable federal regulations.

1. Civil Rights

The Recipient must comply with civil rights and nondiscrimination standards pursuant to the following:

A. Civil Rights Act, 42 USC 2000, as implemented at 28 CFR Part 42;
B. Age Discrimination Act, 42 USC 6101, as implemented at 45 CFR Part 90;
C. Age Discrimination in Employment Act, 29 USC 621, as implemented at 29 CFR Part 1625;
D. Title IX of the Education Amendments of 1972, 20 USC 1681, as implemented at 45 CFR Part 86;
E. Section 504 of the Rehabilitation Act, 29 USC 791, as implemented at 28 CFR Part 41;
F. Executive Order (EO) 11246; and
G. Americans with Disabilities Act, (PL 101-366).

2. Labor Standards

The Recipient must comply with labor standards pursuant to the following:

A. Fair Labor Standards Act, 29 USC 207, as implemented at 29 CFR Part 500-899;
B. Davis-Bacon Act, 40 USC 3141-3148, as implemented at 29 CFR Parts 1, 3, 5, and 7; and
C. Contract Work Hours and Safety Standards Act, 40 USC 3701, as implemented at 29 CFR Part 5.

3. Environmental Standards

The Recipient must comply with environmental standards pursuant to the following:

A. Institution of environmental quality control measures under the National Environmental Policy Act of 1969 (PL 91-190) and EO 11514 as implemented at 7 CFR Part 1b;
B. Notification of violating facilities pursuant to EO 11738;
C. Protection of wetlands pursuant to EO 11990;
D. Evaluation of flood hazards in floodplains in accordance with EO 11988;
E. Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 USC §§1451 *et seq*.);
F. Conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176 (c) of the Clean Air Act of 1955, as amended (42 USC §§7401 *et seq*.);
G. Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (PL 93-523); and,
H. Protection of endangered species under the Endangered Species Act of 1973, as amended (PL 93-205).

4. Drug-Free Environment

The Recipient must comply with drug-free environment standards pursuant to §5151-5610 of the Drug-Free Workplace Act of 1988, as implemented by 2 CFR 421.

5. Restrictions on Lobbying and Political Activities

The Recipient must comply with lobbying restriction standards pursuant to the Limitations on Use of Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions, 31 USC 1352, as implemented at 2 CFR 418.

6. Officials Not to Benefit

The Recipient must ensure that no member of Congress be admitted to any share or part of this Agreement or to any benefit arising from it, in accordance with 41 USC 22.

7. Trafficking in Persons

The Recipient must comply with the provisions in 2 CFR Part 175, prohibiting trafficking in persons.

8. Intergovernmental Review

The Recipient must comply with intergovernmental review standards pursuant to the following:

A. Executive Order 12372, as implemented at 2 CFR 415; and
B. The Intergovernmental Cooperation Act of 1968, 31 USC 6501.

9. Confidentiality

The Recipient must comply with confidentiality standards pursuant to the following:

A. Freedom of Information Act, 5 USC 552, as implemented at 7 CFR Part 1; and
B. Privacy Act, 5 USC 552 (a).

10. Conservation in Procurement

The Recipient must comply with procurement standards pursuant to the Resource Conservation and Recovery Act, 42 USC 6962 and EO 12873, as implemented at 40 CFR Part 247.

11. Debarment, Suspension, Criminal or Civil Convictions

The Recipient and its principals must comply with debarment and suspension standards pursuant to the EO 12549, as implemented at 2 CFR 180 and 2 CFR 417.

The Recipient must provide immediate written notice to CDFA if at any time it learns that this certification was erroneous when made or has become erroneous by reason of changed circumstances and must require recipients of lower-tier covered transactions under this Agreement to similarly certify pursuant to EO 12549, as implemented by 2 CFR 180 and 2 CFR 417.

See www.sam.gov to determine debarment and suspension status.

12. Crimes and Prohibited Activities

The Recipient must comply with crimes and prohibited activities standards pursuant to the following:

A. Anti-Kickback (Copeland) Act, as implemented at 29 CFR Part 3.1;
B. False Claims Act, 31 USC 3729; and
C. Program Fraud Civil Remedies Act, 31 USC 3801-3812.

13. Biosafety in Laboratories

The Recipient must comply with laboratory biosafety standards pursuant to the following the *Biosafety in Microbiological and Biomedical Laboratories*, published jointly by the Centers for Disease Control and the National Institutes of Health.

14. Conflicts of Interest

The Recipient must comply with the conflict of interest standards pursuant to 2 CFR 400.2.

15. Inventions, Patents, Copyrights and Project Results

A. The Recipient must comply with invention and patent standards pursuant to the following:
   1. Patent Rights in Inventions Made with Federal Assistance, 35 USC 202-204, as implemented at 37 CFR Part 401 (Bayh-Dole Act and the Technology Transfer Commercialization Act of 2000) to ensure that inventions made are used in a manner to promote free competition and enterprise without unduly encumbering future research and discovery.
   2. The Plant Variety Protection Act, 7 USC 2321 *et seq*.

B. The Recipient may retain title to any invention conceived of or first actually reduced to practice using Federal funds provided Recipient does the following:
   1. Reports all subject inventions to CDFA;
   2. Makes efforts to commercialize the subject invention through patent or licensing;
   3. Formally acknowledges the Federal government's support in all patents that arise from the subject invention; and
   4. Formally grants the Federal government and CDFA a limited use license to the subject invention.

C. The Recipient may copyright any publications, data, or other copyrightable works developed using Federal funds provided it provides the Federal government and CDFA a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use the material, and agrees that the Federal government and CDFA may do so in cooperation with other public agencies.

D. The Recipient agrees that the results of this project may be published by the Federal government, CDFA or appropriate contractors or cooperators as mutually agreed.

16. Care and Use of Laboratory Animals

The Recipient must comply with the care and use of laboratory animal standards pursuant to the following:

A. Animal Welfare Act, 7 USC 2131, as implemented at 9 CFR, Sub Chapter A, Parts 1-4; and
B. Marine Mammal Protection Act, 16 USC 1361-1407.

17. Fly America Act

The Recipient must comply with the Fly America Act (49 USC 40118) as implemented at 41 CFR 301-10.131 to 301-10.143.

18. Motor Vehicle Safety

The Recipient must comply with seat belt use standards pursuant to the following:

A. Highway Safety Act of 1966 as amended (23 USC 402-403);
B. Occupational Safety and Health Act of 1970 as amended (29 USC 668);
C. Federal Property and Administrative Services Act of 1949 as amended (40 USC §101 *et seq*.)
D. Increasing Seat Belt Use in the United States (EO 13043).
E. Federal Leadership on Reducing Text Messaging While Driving (EO 13513).

19. Records Retention and Accessibility

The Recipient and its contractors must comply with the procedures and requirements regarding record retention and accessibility as contained in 2 CFR 200.333 – 200.337.

20. All Other Federal Laws

The Recipient must comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

SCOPE OF WORK

AGREEMENT SPECIFICATIONS FOR STATE-COUNTY INSECT PEST DETECTION TRAPPING

Fiscal Year 2024 - 2025

Effective Agreement Period: July 1, 2024 through June 30, 2025

Pest Detection County Agreement Attachments Index:

1. Attachment A - Financial Plans
2. Attachment B – Pest Detection Trapping Guidelines
3. Attachment C – Commitment Form 60-221
4. Attachment D – Quality Control Plant Protocols
5. Attachment E – PEIR Management Practices and Mitigation Measures for Trapping
6. Attachment F – Tiering Strategy Checklist (if applicable)
7. Attachment G – Budget and Survey Quick Guide
8. Attachment H – Invoice Template

I. The California Department of Food and Agriculture (CDFA) shall:

A. Provide the attachments for the Financial Plans, Commitment Form 60-221, Quality Control Plant Protocols, PEIR Management Practices and Mitigation Measures for Trapping, Tiering Strategy Checklist, Budget and Survey Quick Guide, and Invoice templates following CDFA form instructions.

B. Provide all fruit fly, spongy moth, and Japanese beetle traps, trap parts and lures.

C. Provide technical assistance and training to county agricultural commissioner personnel on the use of traps and detection procedures.

D. Assist with and review the county's trapping programs annually for the purpose of establishing and approving the Commitment Form 60-221 (Attachment C).

E. Provide county trappers with trapping guidelines.
- Provide the Insect Trapping Guide (ITG) at: www.cdfa.ca.gov/go/ITG.
- Provide county specific pest detection trapping guidelines (Attachment B), expanding on the ITG in this pest detection agreement.
- For additional activity guidelines, see: https://phpps.cdfa.ca.gov/PDEP/PDF/Detection2020-22/AdditionalCountySurveyTargets2023Final.pdf

F. Provide annual training programs for county trapping supervisors and trappers as needed.

G. Provide quality control (QC) of the county trapping program via inspections and QC plants. The CDFA will use the current county Quality Control Planting (QCP) protocol (Attachment D) to conduct inspections on county trapping programs. The QCP protocol is also available from the CDFA District Entomologist.

H. Contract an outside contractor who will dispose of Dibrom® treated wicks according to California Environmental Protection Agency (CalEPA) guidelines.

I. Provide training on management practices as they relate to the CDFA's Statewide Pest Prevention Program Final Programmatic Environmental Impact Report (PEIR) at least one week prior to any covered activity occurring.

J. Provide training in the use of CalTrap.

K. Provide reimbursement for CalTrap data conversion, iPads and accessories, data plans, and insurance.

L. Provide reimbursement of allowable expenses listed on the executed county cooperative agreement financial plans.

M. Provide guidance and clarification on the use of Report 1 from the online County Monthly Reporting (CMR) system.

II. The County Agricultural Commissioner shall:

A. Complete and submit financial plans (Attachment A), Commitment Form 60-221 (Attachment C), and Tiering Strategy Checklist (Attachment F, if applicable), following the CDFA form instructions. These documents must be submitted and approved by CDFA prior to payment of the first invoice.

B. Ensure the full county costs of the programs are provided on the financial plans. This is 100% of the county costs to complete the requested activities of this agreement. Please note that the full county costs will not necessarily be fully reimbursable by the CDFA. The total reimbursable cost by the CDFA is notated on the financial plans when submitted for execution. This information will also be provided to the counties for their records.

C. Hire and train county personnel as needed.

D. Provide and maintain county trapping vehicles.

E. Ensure that county supervisors and trapping personnel attend training provided by the CDFA District Entomologists.

F. Ensure that all trapping activities conform to the current version of the ITG.

1. Ensure that a copy of the current version of the ITG is kept in each county trapper's vehicle for reference.

2. Should there be a discrepancy between the Scope of Work or the enclosed Pest Detection Trapping Guidelines (Attachment B) and the ITG, the Scope of Work and Pest Detection Trapping Guidelines must supersede the ITG.

G. Place and service the specified number of each trap type as indicated on the Trapping Hours Worksheet and Commitment Form 60-221 (Attachment C).

H. Ensure that all traps are properly identified with a unique trap number and accurately reflect servicing, baiting, and rebaiting dates. The unique trap numbering system is based upon the Statewide Trapping Grid, referenced here http://maps.cdfa.ca.gov/TrapBooks/MapBookHelp.pdf for software needs, links to the Map Books and GIS layers, and contacts for assistance.

1. The naming convention for the grid system is alphanumeric. Columns are Alpha (A – UW) and rows are Numeric (001 – 656). The grid name is the combination of column and row names. Naming starts in the northwest corner of the state and runs through the southeast. The remainder of the trap number consists of the quint or subgrid, trap type, and an intra-quint or intra-subgrid designation if more than one trap of that type is present or it is otherwise needed to track a trap that moves between quints. For example, trap EV241-S-OF1 is in grid EV241, south quint, trap type is oriental fruit fly, and it is designated as number “1” OF trap within that quint.

2. Ensure that the unique trap number is placed properly on all traps, along with accurate placement, servicing, baiting, and rebaiting dates, as appropriate. Requirements for the various trap types are as follows.

   a. Jackson trap – full trap number and servicing and rebaiting dates on outside.
   b. Jackson trap insert – full trap number, placement date, and trapper’s initials on non-sticky side.
   c. Delta trap – full trap number, servicing and rebaiting dates, and trapper’s initials on outside.
   d. Japanese beetle trap – full trap number and servicing and rebaiting dates on calendar card in cup of trap.
   e. ChamP™ trap – full trap number, servicing dates, and trapper’s initials on the top fold.
   f. Yellow panel trap – full trap number, placement date, and trapper’s initials on white backside when placing; note servicing dates on outside non-sticky margins.
   g. McPhail trap – full trap number and servicing dates on calendar card.

I. Ensure that all sticky traps (i.e., Jackson, ChamP™, yellow panel, and SM) inspected and removed from the field shall be screened for suspects a second time at the trapping office by a supervisor or other qualified staff before disposal. This should occur daily, but in any event must be done within a week of removal from the field.

J. Ensure that all suspect sterilized fruit flies (non-QC plants) from areas where such flies are not being released are brought to the attention of the CDFA District Entomologist and sent to the Plant Pest Diagnostic Center (PPDC) in Sacramento with an accompanying Pest and Damage Record (PDR). The PPDC is located at:

CDFA – Plant Pest Diagnostic Center
3294 Meadowview Road
Sacramento, CA 95832

K. Ensure that all county commitment traps are placed, serviced, maintained, and removed following the state trapping guides and that all data collected from these traps also follows the state trapping guides.

L. All counties generating Dibrom® treated wicks from methyl eugenol and cue-lure baited traps shall possess a Hazardous Waste Permanent State (HWPS) ID Number issued by the CalEPA, Department of Toxic Substance Control (DTSC) and shall pocess a Certified Unified Program Agency (CUPA) permit from the applicable local CUPA agency. Counties will dispose of this hazardous waste using the PD/EP hazardous waste disposal contractor in accordance with CalEPA regulations and requirements.

M. Ensure that all activities are performed following the CDFA's management practices and any necessary mitigation measures as required and consistent with the CDFA's PEIR Management Practices and Mitigation Measures (Attachment E). A summarized list of pertinent practices and measures is attached. Complete the Tiering Strategy Checklist (Attachment F) prior to conducting trapping activities and mark any management practices and mitigation measures as required for each specific activity. The checklist, descriptions of the CDFA's management practices, and mitigation measures are found in PEIR Appendix C (PEIR, Appendix C, at http://www.cdfa.ca.gov/plant/peir/docs/final/Volume-3_Appendices_B-G.pdf), Mitigation Reporting Program at http://www.cdfa.ca.gov/plant/peir/docs/final/Volume-4_Appendices_H-P.pdf, and Findings of Fact at http://www.cdfa.ca.gov/plant/peir/docs/final/Findings-of-Fact-and-Overriding-Considerations.pdf. Complete the enclosed Tiering Strategy checklist templates for trapping for the core program by inserting Project Leader and County name where indicated by quote marks, and by inserting County number and name where indicated in the electronic file name. Submit each completed checklist along with the agreement. When the agreement ends, the County dates and signs a copy of each Tiering Strategy Checklist and sends that copy to the Invoice Team at cdfa.phpps_pdepb_county_invoices@cdfa.ca.gov.

N. Maintain a Daily Trapping Summary (DTS) Form 60-210 for each trapper. This form must be completed daily, signed by the individual who performed the work and submitted to the trapping supervisor. The current DTS (i.e., the DTS completed the day prior to a QC inspection) must be available for immediate review by the CDFA District Entomologist or designee conducting the QC inspection. All DTS forms must be kept on file by the county for the CDFA Audits Office for three years. This form is available from the District Entomologist.

O. Complete a monthly Report 1 through the online CMR, documenting all traps deployed, added, removed, and serviced during the month. A servicing is an inspection of the trap for the presence of the target pest. Relocations are considered trap servicings. Do not count trap relocations as “removed” and then “added.” The form must be filled out and submitted online prior to submitting the monthly invoice. The Report 1 is found at: https://secure.cdfa.ca.gov/egov/crs/login.aspx

P. Provide one set of trapping records for all traps. This set must be in the form of either the "Trap Book” or electronic records, shall indicate the exact trap location using a site map and all information regarding trap placement, servicing, baiting, relocation and removal.

Q. Attend trainings on the use of the CDFA’s CalTrap system. Participate in Data Conversion in one of three ways: 1) Manual data entry into the CalTrap system (login information will be provided upon confirmation that the county will be performing the data conversion); or 2) Bulk upload – enter data into an Excel spreadsheet; or 3) the CDFA will enter the data. Reference the CalTrap website at www.caltrap-info.com for additional information about the project.

    a. Participate in implementation of CalTrap when it becomes operational for your county. Counties that have completed the data conversion should plan for using CalTrap in Fiscal Year 2023-2024.

R. Maintain an inventory of known host sites either in the trap book or electronic records. The inventory shall be organized by square mile, contain the addresses of host properties traceable to the nearest cross street, and indicate all known hosts on that property. The inventory shall be updated yearly. CalTrap or the multiple trap card system will suffice for this inventory. This inventory must be available for the trapper to use in the field daily.

S. Allow the CDFA personnel and/or federal officers to perform QC inspections on all county trap lines, including any county commitment trap lines. Also, follow any recommendations to address problems revealed through quality control inspections.

T. Allow the CDFA personnel and/or federal officers to accompany trappers and/or supervisors in the field. This will be credited as field training for county personnel.

U. Submit an electronic invoice (Attachment H) monthly to the Invoice Team at cdfa.phpps_pdepb_county_invoices@cdfa.ca.gov. The counties must use the provided invoice.

1. Submit monthly invoices 30 days after the last date the work was completed.

2. Reimbursement of the monthly invoice will not occur unless the Report 1 is completed and submitted.

3. All invoice charges for reimbursement must match expenses listed on the executed county Financial Plans. All expenses listed on a monthly invoice, must be itemized, and kept for three years in county records in the event of an audit (federal or state). Any expense that is not listed in the Financial Plan is considered unauthorized and will not be reimbursed by the CDFA. A Budget and Survey Quick Guide (Attachment G) shows the total reimbursement cost CDFA must pay. Any cost over CDFA's reimbursable cost will not be paid. The Budget and Survey Quick Guide (Attachment G) can be used to assist in monthly invoicing.

4. The Invoice Template provided with the county cooperative agreement must be used and must contain the following:

   i. County name
   ii. Remit to address
   iii. Date of submittal
   iv. Invoice number
   v. Agreement name
   vi. Agreement number
   vii. Billing period
   viii. If revised, date revised invoice was submitted
   ix. The number of hours worked claimed on the invoice must match those documented on the Report 1.
   x. Invoices file names must follow the standard naming convention detailed below:

      County Name, Month of Service (ex: JUN, NOV, APR, FEB, etc.), Year of Service (last two digits 2023=23), Program Activity (ex: PD, ADD, CT, PD/ADD, PD/DELIM), Full Agreement #.

      Example: TulareJUN23PD20-1034-000-SF

5. Invoice amendments should be named using the same invoice naming convention, with the incorporation of 'REV' at the end. Amendments include invoice revisions due to adding/removing funds, adjusting any information in the invoice.

   Example: TulareJUN23PD20-1034-000-SF REV

6. All invoices, including invoice amendments, must be received within 120 days following the expiration date of the agreement. Invoices received more than 120 days after expiration of the agreement will not be paid.

7. Please submit the invoice as a PDF file, making sure the file does not have dark highlights. A low-resolution PDF file or dark highlights may make the numbers illegible and the invoice unacceptable to the CDFA Financial Services Branch. The invoice will be returned to the county for an updated invoice.

8. Payment will be made monthly, in arrears, upon receipt of the Report 1 and approval of the invoice.

9. Please note that the CDFA cannot reimburse for more than the total executed agreement amount. If funds have been exhausted, it is recommended to continue sending monthly invoices as this can be useful information for future county budget needs and cost allocations.

Attachment A

California Department of Food and Agriculture
Pest Detection County Agreements
Core Fruit Fly Financial Plan
FY 2024/2025
July 1, 2024 - June 30, 2025
Mariposa County

A. Personnel Services - Fruit Fly (FF)

	Billable Hours
Detection Trapping Hours *(Total hours pulled from the Personnel Work Sheet)*	**500.47**
Non-Detection Trapping Hours *(Total hours pulled from Personnel Cost Work Sheet)*	**64.00**
Total Hours:	**564.47**
Subtotal Personnel Cost:	**$14,086.94**
Overhead: 25%	**$3,521.74**
Total Personnel Cost:	**$17,608.68**

B. Supplies *(Itemized such as trapping poles, office & field supplies, etc.)*

Water	**$10.00**
Total Supplies Cost:	**$10.00**

C. Other Items of Expense *(Communications, IT Services, Subcontractor, etc.)*

Cell Service for Ipad	**$360.00**
Total Other Items of Expense Cost:	**$360.00**

D. Mileage

	# of Vehicles	Est. Miles	Mileage Rates	Total Mileage Cost
County Vehicles	1.0	3,700.0	0.675	**$2,497.50**
State Vehicles	0.0	0.0	0.000	**$0.00**
Rental Vehicles	0.0	0.0	0.000	**$0.00**
			Total Mileage Cost:	**$2,497.50**

Total FF Cost:	**$20,477.00**

Total Agreement Amount CDFA will reimburse for Core FF Cost:	**$15,577.00**

Attachment A

California Department of Food and Agriculture
Pest Detection County Agreements
Core Fruit Fly Personnel Worksheet
FY 2024/2025
July 1, 2024 - June 30, 2025
Mariposa County

Personnel Costs - Fruit Fly (FF)					
Position Title	**Hourly Wage**	**Hourly Benefit Amount**	**Total Hourly Rate**	**Total Billable Hours to be Worked**	**Total Cost**
Detection Positions					
Agricultural Field Assistant	$18.80	$1.69	$20.49	445.47	$9,127.68
Agricultural & Standards Inspector II	$34.15	$13.66	$47.81	5.00	$239.05
Agricultural & Standards Inspector I	$29.74	$11.90	$41.64	5.00	$208.18
Agricultural & Standards Tech I	$24.34	$9.74	$34.08	45.00	$1,533.61
			Detection Total:	**500.47**	**$11,108.52**
			THWS	**500.50**	
Non-Detection Positions					
Agricultural Field Assistant	$18.80	$1.69	$20.49	12.00	$245.88
Account Clerk	$22.23	$8.89	$31.12	10.00	$311.22
Agricultural Commissioner	$60.61	$21.21	$81.83	18.00	$1,472.92
Agricultural & Standards Inspector II	$34.15	$13.66	$47.81	4.00	$191.24
Agricultural & Standards Inspector I	$29.74	$11.90	$41.64	10.00	$416.36
Agricultural & Standards Tech I	$24.34	$9.74	$34.08	10.00	$340.80
			Non-Detection Total:	**64.00**	**$2,978.42**
				Total FF Personnel Cost:	**$14,086.94**

The "Detection Total" hours must not exceed the total Hours/Year on the Trapping Hours/Year Work Sheet

Salary rates subject to change due to changes in labor contracts program modifications, cost-of-living adjustments, step increases, classification series, fringe benefits, etc.

COMMENT: Non-Detection staff time spent processing specimens, second review of all traps, support, conference calls, meetings, public relations, etc. General management & clerical type duties, training, quality control, time keeping, invoicing, etc. Time alloted for data entry, traking gps coordinates, and weekly reporting.

Attachment A

California Department of Food and Agriculture
Pest Detection County Agreements
Core Japanese Beetle Financial Plan
FY 2024/2025
July 1, 2024 - June 30, 2025
Mariposa County

A. Personnel Services - Japanese Beetle (JB)				
				Billable Hours
Detection Trapping Hours *(Total hours pulled from the Personnel Work Sheet)*				**43.60**
Non-Detection Trapping Hours *(Total hours pulled from Personnel Cost Work Sheet)*				**15.00**
			Total Hours:	**58.60**
			Subtotal Personnel Cost:	**$1,702.81**
			Overhead: 25%	**$425.70**
			Total Personnel Cost:	**$2,128.51**
B. Supplies *(Itemized such as trapping poles, office & field supplies, etc.)*				
				$0.00
			Total Supplies Cost:	**$0.00**
C. Other Items of Expense *(Communications, IT Services, Subcontractor, etc.)*				
				$0.00
			Total Other Items of Expense Cost:	**$0.00**
D. Mileage				
	# of Vehicles	**Est. Miles**	**Mileage Rates**	**Total Mileage Cost**
County Vehicles	1.0	540.0	0.675	**$364.50**
State Vehicles	0.0	0.0	0.000	**$0.00**
Rental Vehicles	0.0	0.0	0.000	**$0.00**
			Total Mileage Cost:	**$364.50**

Total JB Cost:	**$2,494.00**

Total Agreement Amount CDFA will reimburse for Core Japanese Beetle Cost:	**$1,519.00**

Attachment A

California Department of Food and Agriculture
Pest Detection County Agreements
Core Japanese Beetle Personnel Worksheet
FY 2024/2025
July 1, 2024 - June 30, 2025
Mariposa County

Personnel Costs - Japanese Beetle (JB)					
Position Title	**Hourly Wage**	**Hourly Benefit Amount**	**Total Hourly Rate**	**Total Billable Hours to be Worked**	**Total Cost**
Detection Positions					
Agricultural Field Assistant	$18.80	$1.69	$20.49	37.60	$770.42
Agricultural & Standards Inspector II	$34.15	$13.66	$47.81	3.00	$143.43
Agricultural & Standards Inspector I	$29.74	$11.90	$41.64	0.00	$0.00
Agricultural & Standards Tech I	$24.34	$9.74	$34.08	3.00	$102.24
			Detection Total:	**43.60**	**$1,016.09**
			THWS	**43.60**	
Non-Detection Positions					
Agricultural Field Assistant	$18.80	$1.69	$20.49	4.00	$81.96
Account Clerk	$22.23	$8.89	$31.12	3.00	$93.37
Agricultural Commissioner	$60.61	$21.21	$81.83	5.00	$409.14
Agricultural & Standards Inspector II	$34.15	$13.66	$47.81	0.00	$0.00
Agricultural & Standards Inspector I	$29.74	$11.90	$41.64	0.00	$0.00
Agricultural & Standards Tech I	$24.34	$9.74	$34.08	3.00	$102.24
			Non-Detection Total:	**15.00**	**$686.71**
				Total JB Personnel Cost:	**$1,702.81**

The "Detection Total" hours must not exceed the total Hours/Year on the Trapping Hours/Year Work Sheet

Salary rates subject to change due to changes in labor contracts program modifications, cost-of-living adjustments, step increases, classification series, fringe benefits, etc.

COMMENT: Non-Detection staff time spent processing specimens, second review of all traps, support, conference calls, meetings, public relations, etc. General management & clerical type duties, training, quality control, time keeping, invoicing, etc. Time alloted for data entry, traking gps coordinates, and weekly reporting.

Attachment A

California Department of Food and Agriculture
Pest Detection County Agreements
Core Spongy Moth Financial Plan
FY 2024/2025
July 1, 2024 - June 30, 2025
Mariposa County

A. Personnel Services - Spongy Moth (SM)

	Billable Hours
Detection Trapping Hours *(Total hours pulled from the Personnel Work Sheet)*	**544.97**
Non-Detection Trapping Hours *(Total hours pulled from Personnel Cost Work Sheet)*	**70.00**
Total Hours:	**614.97**
Subtotal Personnel Cost:	**$14,612.93**
Overhead: 25%	**$3,653.23**
Total Personnel Cost:	**$18,266.17**

B. Supplies *(Itemized such as trapping poles, office & field supplies, etc.)*

Item 1	**$0.00**
Total Supplies Cost:	**$0.00**

C. Other Items of Expense *(Communications, IT Services, Subcontractor, etc.)*

Item 1	**$0.00**
Total Other Items of Expense Cost:	**$0.00**

D. Mileage

	# of Vehicles	Est. Miles	Mileage Rates	Total Mileage Cost
County Vehicles	1.0	3,700.0	0.675	**$2,497.50**
State Vehicles	0.0	0.0	0.000	**$0.00**
Rental Vehicles	0.0	0.0	0.000	**$0.00**
Total Mileage Cost:				**$2,497.50**

Total SM Cost:	**$20,764.00**

Total Agreement Amount CDFA will reimburse for Core Spongy Moth Cost:	**$11,792.00**

Attachment A

California Department of Food and Agriculture
Pest Detection County Agreements
Core Spongy Moth Personnel Worksheet
FY 2024/2025
July 1, 2024 - June 30, 2025
Mariposa County

Personnel Costs - Spongy Moth (SM)					
Position Title	**Hourly Wage**	**Hourly Benefit Amount**	**Total Hourly Rate**	**Total Billable Hours to be Worked**	**Total Cost**
Detection Positions					
Agricultural Field Assistant	$18.80	$1.69	$20.49	524.97	$10,756.64
Agricultural & Standards Inspector II	$34.15	$13.66	$47.81	5.00	$239.05
Agricultural & Standards Inspector I	$29.74	$11.90	$41.64	5.00	$208.18
Agricultural & Standards Tech I	$24.34	$9.74	$34.08	10.00	$340.80
			Detection Total:	**544.97**	**$11,544.67**
			THWS	**544.97**	
Non-Detection Positions					
Agricultural Field Assistant	$18.80	$1.69	$20.49	20.00	$409.80
Account Clerk	$22.23	$8.89	$31.12	12.00	$373.46
Agricultural Commissioner	$60.61	$21.21	$81.83	18.00	$1,472.92
Agricultural & Standards Inspector II	$34.15	$13.66	$47.81	4.00	$191.24
Agricultural & Standards Inspector I	$29.74	$11.90	$41.64	10.00	$416.36
Agricultural & Standards Tech I	$24.34	$9.74	$34.08	6.00	$204.48
			Non-Detection Total:	**70.00**	**$3,068.27**
				Total SM Personnel Cost:	**$14,612.93**

The "Detection Total" hours must not exceed the total Hours/Year on the Trapping Hours/Year Work Sheet (THWS).

Salary rates subject to change due to changes in labor contracts program modifications, cost-of-living adjustments, step increases, classification series, fringe benefits, etc.

COMMENT: Non-Detection staff time spent processing specimens, second review of all traps, support, conference calls, meetings, public relations, etc. General management & clerical type duties, training, quality control, time keeping, invoicing, etc. Time alloted for data entry, traking gps coordinates, and weekly reporting.

State of California
Department of Food and Agriculture
Plant Health and Pest Prevention Services
Pest Detection/Emergency Projects

County: **Mariposa**

Fiscal Year: **2024-2025**

TRAPPING HOURS/YEAR WORKSHEET

Table 1

Trap Type	TRAPPING SEASON for CORE PROGRAM											
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
MF					2	2	2	2	2	2		
MP												
OF												
ML												
CP garden												
CP rural												
CP rural res.												
SM						2	2	2	2			
JB						2	2	2	2			
	4	weekly servicings			2	biweekly servicings			1	monthly servicings		

Table 2 A: EFF

Trap Type	# of traps	x	serv/year*	=	serv/year/trap
MF	35.00	x	13.00	=	455.00
MP		x		=	0.00
OF		x		=	0.00
ML		x		=	0.00
CP garden		x		=	0.00
CP rural		x		=	0.00
CP rural res.		x		=	0.00
				Total:	455.00

NOTE: serv/year*. Insert figure from Servicings per Year sheet, 66_223A. For visual/sampling, enter # of visits per site.

Table 3 A: EFF

		Servicings/year /trap		Avg traps serve/hr		Hours/year		Hours/year plus 10%
FF	TOTAL:	455	÷	1.00	=	455.00	x1.1(10%	500.50
		(A)		(B)		(C)		(D)

Table 2 B: SM and JB

Trap Type	# of traps	x	serv/year*	=	serv/year/trap
SM	200.00	x	8.67	=	1,734.00
JB	16.00	x	8.67	=	138.72
				Total:	1,872.72

NOTE: serv/year*. Insert figure from Servicings per Year sheet, 66_223A. For visual/sampling, enter # of visits per site.

Table 3 B: SM and JB

		Servicings/year		Avg traps serve/hr		Hours/year		Hours/year plus 10%
SM	TOTAL:	1,734	÷	3.50	=	495.43	x1.1(10%	544.97
		(A)		(B)		(C)		(D)
JB	TOTAL:	139	÷	3.50	=	39.63	x1.1(10%	43.60
		(A)		(B)		(C)		(D)

B = Average # of traps serviced per hour - figure entered by person completing work sheet.
C = Hours/year - calculated electronically.
D = Hours/year plus 10% - calculated electronically. "D" represents the billable hours for the trapper(s) in the field and is applied to the work plan in the "Detection" section. In addition to the detection trapper hours, the financial plans also cover non-detection (supervisor, administrative, etc.) hours.

Attachment B

PEST DETECTION TRAPPING GUIDELINES (#2)

No McPhail, North District, 6 months

1. Place all traps, except spongy moth (SM) and Japanese beetle (JB) (see below), beginning on the season start date (versus two weeks prior to the season start date). Remove traps at the last servicing for the season so that all traps have been removed at the end of the season (versus the two weeks after the season).

2. Place SM and JB traps beginning on or prior to the season start date (normally June 1). Remove all SM and JB traps after August 31, unless a different time period has been agreed upon with the District Entomologist.

3. Ensure that Jackson Mediterranean fruit fly (Medfly) traps, baited with trimedlure, are serviced every 14 days from July 1 through October 31, and from date of placement in 2025 (May 1 or later) through June 30.

4. Ensure that ChamP™ or yellow panel traps, baited with ammonium bicarbonate or ammonium carbonate, respectively, in rural areas are serviced once each month and relocated at each service from July 1 through October 31, and from date of placement in 2025 (May 1 or later) through June 30.

5. Ensure that Jackson oriental fruit fly traps, baited with methyl eugenol, are serviced every 14 days from July 1 through October 31, and from date of placement in 2025 (May 1 or later) through June 30.

6. Ensure that Jackson melon fly traps, baited with cue-lure, are serviced every 14 days from July 1 through October 31, and from date of placement in 2025 (May 1 or later) through June 30.

7. Ensure that SM and JB traps are serviced every 14 days from July 1 through August 31, and from June 15 through June 30, 2025, unless determined otherwise by the CDFA District Entomologist and noted on the Trapping Hours Worksheet (THWS) and Commitment Form (60-221).

8. Place and service any other traps or conduct any surveys as included on the THWS and Commitment Form. Follow additional activity guidelines posted at: https://phpps.cdfa.ca.gov/PDEP/PDF/Detection2020-22/AdditionalCountySurveyTargets2023Final.pdf unless other arrangements are agreed upon with PD/EP.

State of California
Department of Food and Agriculture
Plant Health and Pest Prevention Services

Attachment C

PEST DETECTION/EMERGENCY PROJECTS FY 24/25

AGRICULTURAL COMMISSIONER	COUNTY
Monica L. Nielsen	Mariposa
DETECTION SPECIALIST	DATE
Bret Wice	5/9/2024

		Other COMMITMENT	Core COMMITMENT	TOTAL COMMITMENT
TRAPPING				
JACKSON TRAP - MEDFLY	MF	0	35	35
McPHAIL TRAP	MP	0	0	0
JACKSON TRAP - ORIENTAL FRUIT FLY	OF	0	0	0
JACKSON TRAP - MELON FLY	ML	0	0	0
CHAMP TRAP - Garden	CP	0	0	0
CHAMP TRAP - Rural	CP	0	0	0
CHAMP TRAP - Rural Residential	CP	0	0	0
SPONGY MOTH	SM	0	200	200
JAPANESE BEETLE	JB	0	16	16
Other Traps		0	0	0
		0	0	0
		0	0	0
		0	0	0
		0	0	0
		0	0	0
#		0	0	0

SPECIAL TRAPPING CONSIDERATIONS:

60-221 (REV 5/22)

CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE
PEST DETECTION/EMERGENCY PROJECTS

PROTOCOL FOR CONDUCTING QUALITY CONTROL PLANTING OF DETECTION TRAPPING PROGRAMS

January 2020

Quality control planting (QCP) is a tool used by the California Department of Food and Agriculture (CDFA) to determine the trapper's ability to identify specific target insects that are placed inside traps in an actual trapping environment and to monitor compliance with protocols as outlined in the CDFA Insect Trapping Guide (ITG, https://www.cdfa.ca.gov/plant/PDEP/Insect_Trapping_Guide/index.html).

These guidelines may be revised. Should any revisions occur, County staff will be notified and provided revised guidelines prior to any changes taking effect.

Types of Plants

There are two types of plants: Training and General. Training plants are used to evaluate new trappers, and no more than two should occur per trapper for the duration of their employment. If two Training plants are given to the same trapper, the target pests and traps should be of different types (e.g., Medfly and Mexican fruit fly, Jackson and McPhail). All other plants are considered General plants, and are subject to the Missed Plant recommendations below.

Frequency

Frequent planting will ensure that all trappers have a variety of target insects planted in their traps over the course of the season. Planting may occur as often as monthly, especially for counties with five or more trappers. New trappers will be planted as soon as possible after they have started servicing traps, in order to identify and correct any issues as early as possible. All trappers in a program will be planted as equally as possible over the course of the season, so as not to unduly substantially bias planting towards one or more trappers.

Preparation

1. Seven target species are used in routine planting of detection and delimitation trap lines: Mediterranean fruit fly (MF), melon fly (ML), Mexican fruit fly (MX), oriental fruit fly (OF), spongy moth (SM), Japanese beetle (JB), and European grapevine moth (EGVM). Additional species may be used for specific projects.

2. Planting specimens are pre-marked as follows:

    a. Fruit flies are fluorescent-dyed at the rearing facilities, and have the right wing clipped at the tip under the direction of the District Entomologist. These flies have also been irradiated, so their reproductive organs will show signs of sterility.
    b. SMs and EGVMs display a red abdomen internally as the result of a red rearing diet.
    c. JBs have a mounting-pin hole through the sternum.

3. Trap type – QCP species correlation:

	TRAP	QCP
a.	McPhail, Multillure or ChamP	Any one of the target fly species: MF, ML, MX, OF
b.	Trimedlure Jackson	MF
c.	Cue-lure Jackson	ML
d.	Methyl eugenol Jackson	OF
e.	SM	SM
f.	JB	JB
g.	EGVM	EGVM

4. Only one specimen per trap will be planted.

5. Specimens which are the same species as that being released as part of a sterile release project will not be planted into traps either within the release area or within a one-mile buffer surrounding the release area.

6. All planting specimens will be in good condition, clearly showing distinguishing body parts.

7. Specimens are available to District Entomologists through the CDFA Statewide Trapping QC Coordinator or designee.

7. Upon receipt, the District Entomologist is responsible for their specimens' distribution, condition, proper reporting, and follow-up to any identified problems.

8. All specimens are stored in alcohol, with the exception of EGVM and SM, which are stored dry in a freezer.

9. Specimens are kept secured by being stored in locked cabinets, boxes, etc.

Planting Procedure

1. The District Entomologist, or designee, will notify the county trapping supervisor that planting will occur within a general timeframe. All involved parties shall maintain the confidential nature of this process and must not inform trappers that planting will be performed during that timeframe. Trapping supervisors and District Entomologists should promote the concepts that planting can be performed at any time during the trapping season and that trappers should always be on the alert for targeted insects, not only when they think planting is occurring.

2. Traps to be planted will be those scheduled to be serviced within three to four working days of the planting. This will reduce the possibility of plants being destroyed while in the traps.

3. Trap address will be verified and all other identifying descriptions of that trap will be checked for accuracy.

4. The planter shall carefully place the planted insect within the trap in a manner that will not damage the insect and that will allow for accurate identification by the trapper. Flies placed on sticky traps will be placed so that one wing adheres to the adhesive on the insert, and one or both wings should be in full view. SM and EGVM will be placed so that the tops of the wings are visible, and SM may be placed under the trap lip to ensure that

the entire trap is examined. Plants on dry traps will be placed on the sticky surface in full view, and not partially covered by debris or other larger insects. Plants will not be placed in traps which are compromised and not fully functional, such as sticky traps covered by debris or other larger insects, dried out McPhails, etc.

5. Immediately after placing an insect within a trap, the planter will complete the QC Plant Form (QCPF) at the location of the planting, double-checking to make sure that all relevant information is accurate. It is recommended that photos be taken of the trap and of the QC plant as documentation.

6. Sticky traps are required to be double-checked by someone other than the trapper prior to being discarded. Therefore, it is acceptable for QC plants to be placed onto sticky traps removed from the field for discard to determine the effectiveness of the second checker when double-checking those inserts. This procedure will only be performed by the District Entomologist or designee in the presence of the trapping supervisor. If the trapping supervisor serves as the second checker, the trapping supervisor's supervisor must be notified and participate, per the above procedure. For this type of plant, the QCPF is completed with the appropriate notations and "Discard" written in the Address column.

Reporting

At the end of each planting day, the planter will provide (via email, fax or in person) the completed QCPF to the county Agricultural Commissioner (or designee), the Statewide Trapping QC Coordinator, the QCP contact at PD/EP Headquarters, and the District Entomologist (if not the planter). The naming convention to be used for the report is: county number or state office initial as designated in the PDR system (e.g., Shasta County is 45, San Marcos PD/EP office is SM) - date [year (last 2 numbers) - month (2 numbers) - day) - planter's initials (e.g., rl for Ray Leclerc) – qcp (Quality Control Plant). As an example, 45200618rlqcp would be the QCP report for Shasta County on June 18, 2020 as performed by Ray Leclerc. For those counties, such as San Diego, which are partially trapped by the county and partially by one or more state offices, the county number will be used for county routes and the state office initial used for state routes.

Within two working days of the last date that planted insects should have been discovered and submitted, the trapping supervisor shall send a copy of the QCPF with the final status for each of the planted traps indicated to the District Entomologist. The District Entomologist will forward the QCPF to the Statewide Trapping QC Coordinator and to the QCP contact at PDEP Headquarters.

If any of the plants were missed, the Missed QC Plant Report shall be submitted by the trapping supervisor to the District Entomologist as soon as possible. The District Entomologist will send the information to the Statewide QC Coordinator and the QCP contact at PD/EP Headquarters within two working days of receiving all of the relevant information.

Statewide Trapping QC Coordinator:
Daren Harris
Daren.Harris@cdfa.ca.gov

QCP contact at PD/EP Headquarters:
Daren Harris
Daren.Harris@cdfa.ca.gov

Sample Submission

Routine QCP recoveries should not be sent to the CDFA Plant Pest Diagnostics Center (PPDC), provided that the trapping supervisor can confirm the presence of identifying QCP markings on the specimen (e.g., clipped wing, fluorescent dye, pin hole through the sternum, etc.) and the trap information matches that on the QCPF. Such recovered plants should be returned to the District Entomologist or designee, who will destroy them. It is critical that all recovered plants are returned for disposal.

In the event that the identity of the sample as a QCP is not 100% assured as outlined above, the trapping program will send the sample to the PPDC at the address below, accompanied by an electronic Pest and Damage Record (ePDR). Examples of less-than-100% assurance can include the presence of two specimens on one insert when the QCPF shows only one, the inability to confirm identifying QCP markings as described above, or discrepancy in the trap information. Such specimens shall be considered a possible wild suspect and should be submitted as a RUSH wild A-rated suspect would be submitted (see ITG). In addition, in the "Remarks" section of the ePDR, state the following: "Questionable QC Planted Insect". Include the reason for the uncertainty in this section (e.g., "Two specimens on insert, one specimen known to be a plant." or "possible plant but lacking any marked features – no clipped wing", etc.). Report any such specimens to the District Entomologist immediately.

Send suspects to: Entomology Lab
CDFA Plant Pest Diagnostics Center
3294 Meadowview Road
Sacramento, CA 95832-1448
Phone: 916-262-1100

Missed Plant

Any missed plants will require the trapping supervisor to visit the subject trap location as soon as possible to determine if the plant is still in the trap and if it is in recognizable condition. A trapper who misses a plant shall be immediately retrained in target pest identification by the trapping supervisor, and will be re-planted within two weeks of the retraining session. The re-plant of a missed training plant is considered a general plant; i.e., it is not a second training plant.

In the event that the missed plant is determined by the District Entomologist to not be the fault of the trapper (e.g., plant missing from trap or plant damaged beyond recognition), this situation will be noted on the QCPF as "MNFT" (Missed Not Fault of Trapper) in the "Status" column. MNFT specimens will not be reported on the Missed QC Plant Report and do not count towards employee evaluations.

Trappers will be recommended for removal from the trapping program if they miss non-training planted insects in the following numbers during a 12-month period, starting on the date of the first miss.

1. **Fruit Flies or EGVM: Three (in any combination)**

2. **SM or JB: Two, or one plus any other insect (in any combination)**

Consequences of missing plants from a sticky trap that was double-checked will be reviewed and evaluated on an individual basis.

Missed training plants and MNFTs will not be counted against a program's overall percent-recovered rating.

PEIR Management Practices (MP) and Mitigation Measures (MM) For Trapping

January 2022

MP-SPRAY-2: Properly clean and calibrate all equipment to apply chemicals uniformly and in the correct quantities.

- Use dedicated specific equipment for specific products when appropriate.
- Ensure equipment is cleaned properly per the manufacturer's specifications and any pesticide label directions.

MP-SPRAY-3: Follow pesticide application laws and regulations, and label directions.

- Comply with Pesticide label.
- Be aware of any regulations or internal procedures before application.
- Use appropriate application methods and rates.
- Mix and load chemicals in areas where spills can be contained. Limit mixing and loading in the field.

MP-SPRAY-6: Clean equipment and dispose of rinse water per label directions.

- Rinse equipment according to manufacturer's label instructions.
- Discharge rinse water only in areas that are part of the application site or at a certified waste treatment facility.
- Dispose of surplus chemicals and containers according to label instructions.

MP-SPRAY-7: Follow appropriate product storage procedures.

- Ensure proper storage of all pesticides per label instructions.
- Ensure all pesticides removed from their original container are properly sealed for use within a service container.
- Seal all service containers within a tool box.
- Lock tool boxes when unattended.

MP-GROUND-3: Train personnel in proper use of pesticides.

- Conduct training for personnel in the safe and proper mixing, loading, and application of pesticides, in compliance with both federal and State pesticide regulations and the product label.

MP-HAZ-1: Implement a Spill Contingency Plan.

- Contain spill immediately to minimize the risk of further pesticide exposure to people, animals, and the environment.
- Be prepared to respond to pesticide spills.
- Provide clean-up of small spills (50 gallons or less) and properly dispose of residual materials.For larger spills notify the Chemical Transportation Emergency Center at 800-424-9300.
- Follow instructions for First Aid Measures as listed on the Material Safety Data Sheet.
- Call an ambulance in the event of a spill involving severe personal injury.
- Remove anyone exposed to pesticides to a safe location. If applicable, remove their clothing and wash contaminated skin with soap and water.
- Do not move a seriously injured person unless it is absolutely essential because of the risk of further injury.

- Do not leave injured or incapacitated persons until proper medical assistance arrives.
- Provide a pesticide label and/or material safety data sheet for medical personnel.
- For any spill incident, contact the California State Warning Center / Governor's Office of Emergency Services at 916-845-8911 or warning.center@oes.ca.gov.
- Call the fire department and notify department personnel of the presence of pesticides for a spill involving fire, if a fire hazard exists. Eliminate all sources of ignition (electric motors, gasoline engines, or smoking) to prevent fire or explosion.
- Contact the California Highway Patrol by calling 911 for a spill occurring on a highway.
- Call local police or the county sheriff for a spill occurring off-road.
- For minor spills of 50 gallons or less:
  - Wear rubber boots, coveralls, rubber gloves, and eye protection.
  - Confine the leak or spill to the smallest area possible by using natural terrain, soil, or absorbent material.
  - Shovel contaminated material into a leak-proof container.
  - Do not hose down the area.
  - Work carefully and safely; do not hurry.
  - Dispose contaminated material in the same manner as for excess pesticides or hazardous wastes.
- For major spills of 50 gallons or more:
  - Follow the steps listed for all above and include the additional number below.
  - If the spill is too big, or uncertainty exists as to the appropriate action, notify the Chemical Transportation Emergency Center at 800-424-9300.

MP-HAZ-2: Use a safety and cleanup materials checklist.

- Follow a checklist for safety and cleanup materials to accompany mixing-loading vehicles during treatment activities, which should include the following:
  - For Safety: a first-aid kit; a fire extinguisher (516, type A-B-C), and goggles.
  - For Clean-up: one shovel, large heavy-duty plastic bags, rubber boots, disposable coveralls, water, rubber gloves, a broom and dust pan, liquid detergent, several bags of "kitty litter" or other absorbent materials.

MP-HAZ-3: Implement decontamination.

- Decontaminate paved surfaces per site specific protocols and Accidental Release Measures on the Material Safety Data Sheet.
- Shovel contaminated material into a leak-proof metal drum for final disposal.

MP-HAZ-4: Follow appropriate disposal procedures.

- Dispose all materials that have been contaminated by spillage or exposed to large volumes of pesticides, including cloth, soil, and wood that cannot be decontaminated, in the same manner as done for excess pesticides.
- Store contaminated absorbent material and materials that cannot be

decontaminated in a leak-proof container and dispose the container at a Class I landfill.

Mitigation Measure HAZ-GEN-4a: Determine Potential for Hazardous Materials Exposure.

- Before conducting any activities under the Proposed Program, CDFA staff (or the entity conducting the activity) shall determine whether the potential exists for the activity, based on its characteristics and location, to result in exposure to existing sites of hazardous materials contamination.

Mitigation Measure HAZ-GEN-4b: Conduct a Hazardous Materials Records Search before Beginning Proposed Program Activities at a Given Site.

- If exposure to hazardous materials contamination is determined to be a possibility, before conducting the activity under the Proposed Program, CDFA staff (or the entity conducting the activity) shall search the EnviroStor database to identify any area that may be on sites containing known hazardous materials. If hazardous sites are encountered, CDFA shall coordinate with the property owners and/or site managers, and regulatory agencies with jurisdiction over these sites for proper protocols to follow to protect worker health and safety. At a minimum, these protocols shall ensure that workers are not subjected to unacceptable health risk or hazards, as determined by existing regulations and standards that have been developed to protect human health.

Mitigation Measure HAZ-GEN-4c: Stop work and implement hazardous materials investigations/ remediation for contamination health risks.

- In the event that during the activity, previously unknown hazardous materials not related to the Proposed Program are encountered that may pose a health risk to those implementing Proposed Program activities, all activities will stop and CDFA (or the entity conducting the activity) shall consult the landowner and appropriate agencies to determine the extent of the hazardous material and determine what safety protocols need to be implemented to continue Proposed Program activities. At a minimum, these protocols will ensure that workers are not subjected to unacceptable health risk or hazards, as determined by existing regulations and standards that have been developed to protect human health.

Mitigation Measure HAZ-CHEM-1a: Conduct Public Information Sessions Regarding Pesticide Safety Practices.

- CDFA shall continue to work with CDPR and CACs to conduct public information sessions in the local communities where Proposed Program chemical management activities are proposed to be conducted. The focus will be on educating residents whose properties are being treated or who live in proximity to areas being treated on MPs for pesticide applications, including an emphasis on notification, signage, re-entry periods, potential adverse health effects, and how to seek proper help if an accident is suspected. As necessary, sessions will be conducted or translated in a language understood by the target audience, such as Spanish.

Mitigation Measure HAZ-CHEM-1b: Conduct Training Sessions and Prepare Educational Materials Regarding Safe Handling and Application of Pesticides.

- CDFA shall continue training sessions for its staff and contractors

regarding safe pesticide handling and application.

- In addition, for quarantine areas, CDFA shall include materials in its compliance agreements with regulated entities (e.g., growers) with information for pesticide applicators and agricultural workers regarding MPs for pesticide applications, including an emphasis on notification, signage, re-entry periods, potential adverse health effects, and how to seek proper help if an accident is suspected. A regulated entity is defined as someone who has to comply with the quarantine requirements in order to move their products outside of the regulated area. This may include but not be limited to growers, nurseries, and commodity shippers. The compliance agreements will require that regulated entities distribute these materials to applicators and workers.
- As necessary, all materials will be presented in a language understood by the target audience, such as Spanish.

Mitigation Measure HAZ-CHEM-3: Require Compliance with the Proposed Program's Authorized Chemical Application Scenarios.

- CDFA shall require Proposed Program staff and contractors to conduct chemical applications in a manner consistent with the Proposed Program's authorized chemical application scenarios, resulting in acceptable human health risk as described in Chapter 2, Proposed Program Description and the HHRA (Appendix B). Deviations from the authorized chemical application scenarios may be allowed if:
    - An evaluation is conducted pursuant to the CEQA Tiering Strategy (Appendix C), which concludes that the alternative scenario will not exceed the level of concern for any receptor; or
    - A certified industrial hygienist concludes that the alternative scenario will not result in risk exceeding the level of concern for any potential receptor, and the scenario is implemented by a licensed or certified applicator. This conclusion may be based on site-specific factors that minimize potential for exposure, absence of a particular receptor, use of additional or different PPE, or monitoring of the exposure, such as regular blood tests to ensure blood concentrations in the exposed individuals are below the risk threshold.
    - The results of the evaluation or hygienist's conclusions will be documented, along with any monitoring results.
    - CDFA will conduct training for its staff and contractors on these approaches. CDFA also will require adherence to these scenarios by including requirements in contractual agreements, such as compliance agreements (for quarantines), permits (e.g., for movement of certain materials outside quarantine areas), contracts (e.g., with CDFA contractors), or other similar means.

Attachment 1 - Tiering Strategy Checklist

Start Date:	July 1, 2024
Project Leader:	Monica Nielsen
Description of Activity:	Japanese beetle traps (contain Japonilure, phenethyl propionate, eugenol, and geraniol) hung in or near host plants during the prescribed trapping season. Residents notified at time of placement.
Activity Surroundings (Residential, agriculture, mixed use, other regulated entities):	Japanese beetle trapping conducted within the whole of "insert County name here" County. Property types are various (residential, agriculture, mixed use, undeveloped) and have Japanese beetle host plants on or near them.

Part A

	Response	Justification/Rationale
Is the proposed activity under CDFA's discretion?	Yes	Detect Japanese beetle.
Is the activity described in the PEIR?	Yes	(If the Response is “Partially” or “No” skip to Part C) PEIR section 3.4.20

Part B

	Check Applicable Requirements
General Requirements	
Conduct activity as described in Chapters 2 and 3 of PEIR	✔
Include applicable PEIR requirements in Compliance Agreements with regulated entities, based on the activities the regulated entities may conduct in response to quarantine	

Activity Site Specific Review		
Database	**Date Reviewed**	**Mitigation If Any**
California Natural Diversity Database	N/A	
303(d) List of Impaired Waters	N/A	
EnviroStor Hazardous Site	N/A	

	Check Applicable Requirements
Management Practices	
MP-SPRAY-1: Conduct a Site Assessment	
MP-SPRAY-2: Properly clean and calibrate all equipment to apply chemicals uniformly and in the correct quantities	✔
MP-SPRAY-3: Follow pesticide application laws and regulations, and label directions	✔
MP-SPRAY-4: Apply chemicals only under favorable weather conditions	
MP-SPRAY-5: Follow integrated pest management and drift reduction techniques	
MP-SPRAY-6: Clean equipment and dispose of rinse water per label directions	✔
MP-SPRAY-7: Follow appropriate product storage procedures	✔
MP-AERIAL-1: Use appropriate aerial spray treatment procedures	
MP-GROUND-1: Follow appropriate ground-rig foliar treatment procedures	
MP-GROUND-2: Follow appropriate low-pressure backpack treatment procedures	
MP-GROUND-3: Train personnel in proper use of pesticides	✔
MP-GROUND-4: Enforce runoff and drift prevention	
MP-HAZ-1: Implement a Spill Contingency Plan	✔
MP-HAZ-2: Use safety and cleanup materials checklist	✔
MP-HAZ-3: Implement decontamination	✔
MP-HAZ-4: Follow appropriate disposal procedures	✔
Mitigation Measures	
Mitigation Measure BIO-CHEM-2: CDFA will obtain technical assistance from USFWS, CDFW and NMFS to identify site-specific buffers and other measures to protect habitats utilized by special-status species	
Mitigation Measure HAZ-GEN-4a: Determine Potential for Hazardous Materials Exposure	✔
Mitigation Measure HAZ-GEN-4b: Conduct a Hazardous Materials Records Search before Beginning Proposed Program Activities at a Given Site	✔
Mitigation Measure HAZ-GEN-4c: Stop work and implement hazardous materials investigations/ remediation for contamination health risks	✔
Mitigation Measure HAZ-CHEM-1a: Conduct Public Information Sessions Regarding Pesticide Safety Practices	✔
Mitigation Measure HAZ-CHEM-1b: Conduct Training Sessions and Prepare Educational Materials Regarding Safe Handling and Application of Pesticides	✔
Mitigation Measure HAZ-CHEM-3: Require Compliance with the Proposed Program's Authorized Chemical Application Scenarios	✔
Mitigation Measure NOISE-PHYS-1: Conduct Activities during the Daytime	
Mitigation Measure WQ-CHEM-2: Track Emerging Water Quality Standards and Implement Additional Mitigation as Appropriate	
Mitigation Measure WQ-CHEM-5: Require Implementation of Proposed Program MPs as Part of Compliance Agreements	
Mitigation Measure WQ-CUM-1: Identify whether Proposed Program Pesticide Applications May Occur in Proximity to Impaired Waterbodies, and Implement Appropriate MPs	

Part C

	Y/N	Justification/Rationale
Step 1		
Is the Activity substantially similar to that considered in the PEIR?		(If yes go to Step 2, if no move to the next question)
If a management practice that was not included in the PEIR is being considered, would it be equivalent or more effective to the management practice originally considered in the PEIR?		(If yes go to Step 2, if no move to the next question)
If a mitigation measure that was not included in the PEIR is being considered, would it be equivalent or more effective to the mitigation measure originally considered in the PEIR?		(If yes go to Step 2, if no move to the next question)
Would the activity result in potentially significant impacts which were not considered in the PEIR, not considered to be significant in the PEIR, or would be substantially more significant than disclosed in the PEIR?		(If yes go to Step 3, if no go to Step 2)
Step 2	Attach supporting documentation for determination, and CEQA Addendum, as applicable	
Step 3	Attach tiered CEQA document, and identify additional requirements from that document	

Confirmation of Implementation (following completion of activity)	
Project Leader Name:	Monica Nielsen
Signature*****:	
End Date:	June 30, 2025

*****This signature confirms that all applicable requirements identified on this checklist and related documentation has been properly implemented.

Attachment 1 - Tiering Strategy Checklist

Start Date:	July 1, 2024
Project Leader:	Monica Nielsen
Description of Activity:	Jackson traps (contain trimedlure, methyl eugenol and dibrom, or cue-lure and dibrom), McPhail traps (contain torula yeast), and ChamP or yellow panel traps (contain ammonium bicarbonate or carbonate) hung in or near host plants during the prescribed trapping season. Residents notified at time of placement.
Activity Surroundings (Residential, agriculture, mixed use, other regulated entities):	Exotic fruit fly trapping conducted within the whole of San Bernardino County. Property types are various (residential, agriculture, mixed use, undeveloped) and have fruit fly host plants on or near them.

Part A

	Response	Justification/Rationale
Is the proposed activity under CDFA's discretion?	Yes	Detect exotic fruit flies.
Is the activity described in the PEIR?	Yes	(If the Response is "Partially" or "No" skip to Part C) PEIR section 3.4.16

Part B

	Check Applicable Requirements
General Requirements	
Conduct activity as described in Chapters 2 and 3 of PEIR	✔
Include applicable PEIR requirements in Compliance Agreements with regulated entities, based on the activities the regulated entities may conduct in response to quarantine	

Activity Site Specific Review		
Database	**Date Reviewed**	**Mitigation If Any**
California Natural Diversity Database	N/A	
303(d) List of Impaired Waters	N/A	
EnviroStor Hazardous Site	N/A	

	Check Applicable Requirements
Management Practices	
MP-SPRAY-1: Conduct a Site Assessment	
MP-SPRAY-2: Properly clean and calibrate all equipment to apply chemicals uniformly and in the correct quantities	✔
MP-SPRAY-3: Follow pesticide application laws and regulations, and label directions	✔
MP-SPRAY-4: Apply chemicals only under favorable weather conditions	
MP-SPRAY-5: Follow integrated pest management and drift reduction techniques	
MP-SPRAY-6: Clean equipment and dispose of rinse water per label directions	✔
MP-SPRAY-7: Follow appropriate product storage procedures	✔
MP-AERIAL-1: Use appropriate aerial spray treatment procedures	
MP-GROUND-1: Follow appropriate ground-rig foliar treatment procedures	
MP-GROUND-2: Follow appropriate low-pressure backpack treatment procedures	
MP-GROUND-3: Train personnel in proper use of pesticides	✔
MP-GROUND-4: Enforce runoff and drift prevention	
MP-HAZ-1: Implement a Spill Contingency Plan	✔
MP-HAZ-2: Use safety and cleanup materials checklist	✔
MP-HAZ-3: Implement decontamination	✔
MP-HAZ-4: Follow appropriate disposal procedures	✔
Mitigation Measures	
Mitigation Measure BIO-CHEM-2: CDFA will obtain technical assistance from USFWS, CDFW and NMFS to identify site-specific buffers and other measures to protect habitats utilized by special-status species	
Mitigation Measure HAZ-GEN-4a: Determine Potential for Hazardous Materials Exposure	✔
Mitigation Measure HAZ-GEN-4b: Conduct a Hazardous Materials Records Search before Beginning Proposed Program Activities at a Given Site	✔
Mitigation Measure HAZ-GEN-4c: Stop work and implement hazardous materials investigations/ remediation for contamination health risks	✔
Mitigation Measure HAZ-CHEM-1a: Conduct Public Information Sessions Regarding Pesticide Safety Practices	✔
Mitigation Measure HAZ-CHEM-1b: Conduct Training Sessions and Prepare Educational Materials Regarding Safe Handling and Application of Pesticides	✔
Mitigation Measure HAZ-CHEM-3: Require Compliance with the Proposed Program's Authorized Chemical Application Scenarios	✔
Mitigation Measure NOISE-PHYS-1: Conduct Activities during the Daytime	
Mitigation Measure WQ-CHEM-2: Track Emerging Water Quality Standards and Implement Additional Mitigation as Appropriate	
Mitigation Measure WQ-CHEM-5: Require Implementation of Proposed Program MPs as Part of Compliance Agreements	
Mitigation Measure WQ-CUM-1: Identify whether Proposed Program Pesticide Applications May Occur in Proximity to Impaired Waterbodies, and Implement Appropriate MPs	

Part C

	Y/N	Justification/Rationale
Step 1		
Is the Activity substantially similar to that considered in the PEIR?		(If yes go to Step 2, if no move to the next question)
If a management practice that was not included in the PEIR is being considered, would it be equivalent or more effective to the management practice originally considered in the PEIR?		(If yes go to Step 2, if no move to the next question)
If a mitigation measure that was not included in the PEIR is being considered, would it be equivalent or more effective to the mitigation measure originally considered in the PEIR?		(If yes go to Step 2, if no move to the next question)
Would the activity result in potentially significant impacts which were not considered in the PEIR, not considered to be significant in the PEIR, or would be substantially more significant than disclosed in the PEIR?		(If yes go to Step 3, if no go to Step 2)
Step 2	Attach supporting documentation for determination, and CEQA Addendum, as applicable	
Step 3	Attach tiered CEQA document, and identify additional requirements from that document	

Confirmation of Implementation (following completion of activity)	
Project Leader Name:	Monica Nielsen
Signature*****:	
End Date:	June 30, 2025

*****This signature confirms that all applicable requirements identified on this checklist and related documentation has been properly implemented.

Attachment 1 - Tiering Strategy Checklist

Start Date:	July 1, 2024
Project Leader:	Monica Nielsen
Description of Activity:	Jackson traps (contain trimedlure, methyl eugenol and dibrom, or cue-lure and dibrom), McPhail traps (contain torula yeast), and ChamP or yellow panel traps (contain ammonium bicarbonate or carbonate) hung in or near host plants during the prescribed trapping season. Residents notified at time of placement.
Activity Surroundings (Residential, agriculture, mixed use, other regulated entities):	Exotic fruit fly trapping conducted within the whole of San Bernardino County. Property types are various (residential, agriculture, mixed use, undeveloped) and have fruit fly host plants on or near them.

Part A

	Response	Justification/Rationale
Is the proposed activity under CDFA's discretion?	Yes	Detect exotic fruit flies.
Is the activity described in the PEIR?	Yes	(If the Response is "Partially" or "No" skip to Part C) PEIR section 3.4.16

Part B

	Check Applicable Requirements
General Requirements	
Conduct activity as described in Chapters 2 and 3 of PEIR	✔
Include applicable PEIR requirements in Compliance Agreements with regulated entities, based on the activities the regulated entities may conduct in response to quarantine	
Activity Site Specific Review	

Database	Date Reviewed	Mitigation If Any
California Natural Diversity Database	N/A	
303(d) List of Impaired Waters	N/A	
EnviroStor Hazardous Site	N/A	

	Check Applicable Requirements
Management Practices	
MP-SPRAY-1: Conduct a Site Assessment	
MP-SPRAY-2: Properly clean and calibrate all equipment to apply chemicals uniformly and in the correct quantities	✔
MP-SPRAY-3: Follow pesticide application laws and regulations, and label directions	✔
MP-SPRAY-4: Apply chemicals only under favorable weather conditions	
MP-SPRAY-5: Follow integrated pest management and drift reduction techniques	
MP-SPRAY-6: Clean equipment and dispose of rinse water per label directions	✔
MP-SPRAY-7: Follow appropriate product storage procedures	✔
MP-AERIAL-1: Use appropriate aerial spray treatment procedures	
MP-GROUND-1: Follow appropriate ground-rig foliar treatment procedures	
MP-GROUND-2: Follow appropriate low-pressure backpack treatment procedures	
MP-GROUND-3: Train personnel in proper use of pesticides	✔
MP-GROUND-4: Enforce runoff and drift prevention	
MP-HAZ-1: Implement a Spill Contingency Plan	✔
MP-HAZ-2: Use safety and cleanup materials checklist	✔
MP-HAZ-3: Implement decontamination	✔
MP-HAZ-4: Follow appropriate disposal procedures	✔
Mitigation Measures	
Mitigation Measure BIO-CHEM-2: CDFA will obtain technical assistance from USFWS, CDFW and NMFS to identify site-specific buffers and other measures to protect habitats utilized by special-status species	
Mitigation Measure HAZ-GEN-4a: Determine Potential for Hazardous Materials Exposure	✔
Mitigation Measure HAZ-GEN-4b: Conduct a Hazardous Materials Records Search before Beginning Proposed Program Activities at a Given Site	✔
Mitigation Measure HAZ-GEN-4c: Stop work and implement hazardous materials investigations/ remediation for contamination health risks	✔
Mitigation Measure HAZ-CHEM-1a: Conduct Public Information Sessions Regarding Pesticide Safety Practices	✔
Mitigation Measure HAZ-CHEM-1b: Conduct Training Sessions and Prepare Educational Materials Regarding Safe Handling and Application of Pesticides	✔
Mitigation Measure HAZ-CHEM-3: Require Compliance with the Proposed Program's Authorized Chemical Application Scenarios	✔
Mitigation Measure NOISE-PHYS-1: Conduct Activities during the Daytime	
Mitigation Measure WQ-CHEM-2: Track Emerging Water Quality Standards and Implement Additional Mitigation as Appropriate	
Mitigation Measure WQ-CHEM-5: Require Implementation of Proposed Program MPs as Part of Compliance Agreements	
Mitigation Measure WQ-CUM-1: Identify whether Proposed Program Pesticide Applications May Occur in Proximity to Impaired Waterbodies, and Implement Appropriate MPs	

Part C

	Y/N	Justification/Rationale
Step 1		
Is the Activity substantially similar to that considered in the PEIR?		(If yes go to Step 2, if no move to the next question)
If a management practice that was not included in the PEIR is being considered, would it be equivalent or more effective to the management practice originally considered in the PEIR?		(If yes go to Step 2, if no move to the next question)
If a mitigation measure that was not included in the PEIR is being considered, would it be equivalent or more effective to the mitigation measure originally considered in the PEIR?		(If yes go to Step 2, if no move to the next question)
Would the activity result in potentially significant impacts which were not considered in the PEIR, not considered to be significant in the PEIR, or would be substantially more significant than disclosed in the PEIR?		(If yes go to Step 3, if no go to Step 2)
Step 2	Attach supporting documentation for determination, and CEQA Addendum, as applicable	
Step 3	Attach tiered CEQA document, and identify additional requirements from that document	

Confirmation of Implementation (following completion of activity)	
Project Leader Name:	Monica Nielsen
Signature*:	
End Date:	June 30, 2025

*This signature confirms that all applicable requirements identified on this checklist and related documentation has been properly implemented.

Budget and Survey Quick Guide

Pest Detection County Agreements

Budget summary guide of the fund source breakdown.

County: Mariposa

FY: 24/25

Total Agreement Amount CDFA will reimbur	**$ 28,888.00**

Funding Sources	CORE Costs			Total	%
	Fruit Fly	Spongy Moth	Japanese Beetle		
Federal Funds	$ 9,910.00	$ 1,638.00	$ -	$ 11,548.00	39.98%
State Funds	$ 5,667.00	$ 10,154.00	$ 1,519.00	$ 17,340.00	60.02%
Totals	**$ 15,577.00**	**$ 11,792.00**	**$ 1,519.00**	**$ 28,888.00**	**100%**

The **Total Agreement Amount CDFA will reimburse** for is the total cost CDFA may reimburse the counties. Any costs exceeding this total will not be paid.

The **Funding sources** give a summary of the funding costs CDFA uses to reimburse county monthly billing. Each fund source listed comes from separate pots of money. Once each fund source is exhausted, no more funds can be reimbursed through that specific fund source. Counties must not exceed the total individual costs listed above for each activity and fund source.

Budget and Survey Quick Guide
Pest Detection County Agreements
Survey Summary Guide: This form is to aid in billing and invoicing

County: Mariposa
FY: 24/25

Disclaimer: Refer to contract for full survey details. Does not include EFF, SM and JB Additional Extended Season Traps

Survey type	MF	MP	OF	ML	CP gard	CP rural	CP rural res.	Total EFF	SM	JB
Core	35							**35**	**200**	**16**
Other								**0**		
Total trap/site surveyed/Mo	35	0	0	0	0	0	0	35	200	16
Servicing/trap/Mo	2.17								**2.17**	**2.17**
Servicings/Mo	76	0	0	0	0	0	0	75.95	434	34.7

TRAPPING SEASON for CORE PROGRAM

Trap Type	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
MF					2	2	2	2	2	2		
MP												
OF												
ML												
CP garden												
CP rural												
CP rural res.												
SM						2	2	2	2			
JB						2	2	2	2			
	4	weekly servicings				2	biweekly servicings				1	monthly servicings

COUNTY LETTERHEAD

Attachment H

Invoice Month/Year: _____

SUBMIT MONTHLY TO: cdfa.phpps_pdepb_county_invoices@cdfa.ca.gov

STATE OF CALIFORNIA
DEPARTMENT OF FOOD AND AGRICULTURE
PLANT HEALTH AND PEST PREVENTION SERVICES
Pest Detection Emergency Projects Branch
1220 N STREET
SACRAMENTO CA 95814

REMIT PAYMENT TO: (County Address)

Accounting use only:

Agreement/Program Name:	
Agreement Number:	
Agreement Amount:	

For State Use Only

Accounting use only:

Date:		
County:		
Amount Billed to Date:		
Invoice #		
Revision Date:		
Billing Period:	**From:**	**To:**

CORE Costs

	Total Hours	**Total Costs**
Personnel Expenses		
Detection Activities	0.00	$ -
Non-Detection Activities	0.00	$ -
Indirect Rate	25%	$ -
Operating Expenses		$ -
Sub-Contracting Expenses		$ -
Mileage Expenses		$ -
Grand Total	**0.00**	**$ -**

PDEP County Agreements Required

Trap Activity	**%**	**Cost**
Core Cost		
Fruit Flies	0.000%	$0.00
SM	0.000%	$0.00
JB	0.000%	$0.00
	0.000%	$0.00
	0.000%	$0.00
Total	**0.000%**	**$0.00**

Mileage Expense Breakout	**Total Miles**	**Rate**	**Total Cost**
County Vehicles	0.00	0.000	$0.00
State Vehicles	0.00	0.000	$0.00
Rental Vehicles	0.00	0.000	$0.00
	Total Mileage Expenses:		**$0.00**

COMMENTS:

MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING:	October 1, 2024
TO:	The Board of Supervisors
FROM:	Miles Menetrey, District V Supervisor
RE:	Proclaim the Month of October 2024 as “Domestic Violence Awareness Month" and October 17th, 2024, as "Purple Day" (Mountain Crisis Services)

RECOMMENDATION AND JUSTIFICATION

Proclaim the Month of October 2024 as “Domestic Violence Awareness Month" and October 17th, 2024, as "Purple Day" (Mountain Crisis Services)

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board has claimed the month of October as Domestic Violence Awareness month for many years.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Miss the opportunity to shed light on an important subject.

FINANCIAL IMPACT

None.

ATTACHMENTS

1. **Domestic Violence Awareness Month 2024**

VOTE RESULT

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

The Mariposa County Board of Supervisors

proclaims

The Month of October 2024

as

"Domestic Violence Awareness Month"

and the

17th of October, 2024,

as

"Purple Day"

WHEREAS, domestic violence is the willful intimidation, physical assault, battery, sexual assault, and/or other abusive behavior as part of a systematic pattern of power and control perpetrated by one intimate partner against another; and

WHEREAS, domestic violence is prevalent in every community, and affects all people regardless of age, socio-economic status, sexual orientation, gender, race, religion, or nationality; and

WHEREAS, 1 in 3 women and 1 in 4 men will experience some form of physical violence from an intimate partner in their lifetime. 1 in 15 children are exposed to intimate partner violence each year; and

WHEREAS, Mountain Crisis Services from October 2023 to present has responded to 23 calls from Law Enforcement and 4 calls from John C Fremont; and

WHEREAS, Mountain Crisis Services has provided crisis response, counseling services, and legal advocacy for 125 survivors and housed 38 survivors and their children with emergency shelter services accounting to 918 bed nights within the past year; and

WHEREAS, Mountain Crisis Services is hosting their second "Take Back the Night" event bringing awareness surrounding domestic violence. This event is important as Mountain Crisis Services is bringing the community, survivors, and victims together to combat and raise awareness around domestic violence; and

WHEREAS, Mountain Crisis Services diligently works year-round to prevent domestic violence by continuing to serve survivors of such abuse, bring awareness to our community by utilizing social media, hosting awareness events, and continues to speak out about domestic violence, while continuing to collaborate and train agencies within Mariposa Community who work directly with survivors; and

NOW, THEREFORE, BE IT KNOWN that the Mariposa County Board of Supervisors, a political subdivision of the State of California, do hereby proclaim October 2024 as **"Domestic Violence Awareness Month"** October 17th as "**Purple Day**" in Mariposa County in order to support and recognize domestic violence survivors and awareness efforts throughout the County.

PASS AND ADOPTED by the Board of Supervisors of Mariposa County this 1st day of October 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

Agenda Item – No Resolution Requested

MEETING: October 1, 2024

TO: The Board of Supervisors

FROM: Miles Menetrey, District V Supervisor

RE: Ratify Letter of Support for House of Representatives (H.R.) Bill 8790, the Fix Our Forests Act

---

RECOMMENDATION AND JUSTIFICATION

Ratify Letter of Support for House of Representatives (H.R.) Bill 8790, the Fix Our Forests Act.

This bipartisan legislation would benefit Mariposa County by encouraging improved forest health, increasing resiliency to catastrophic wildfires, and protecting communities in the wildland-urban interface.

BACKGROUND AND HISTORY OF BOARD ACTIONS

Mariposa County is highly prone to the threat of wildlife, since 2017 more than 325 square miles have burned. Over half of Mariposa County is federally owned, making partnerships with the federal government critical to wildfire response. Support of House of Representatives (H.R.) 8790 has not been brought to the Board before. The Board regularly submits letters of opposition or support for important legislation.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not support and miss the opportunity to gain protection of our federal lands against wildfires.

FINANCIAL IMPACT

None.

ATTACHMENTS

1. **Letter of Support HR 8790**

VOTE RESULT

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

Mariposa County Board of Supervisors

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

JOE LYNCH
County Administrative Officer

DANIELLE BONDSHU
Clerk of the Board

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

September 16th, 2024

The Honorable Alex Padilla
U.S. Senate
331 Hart Senate Office Building
Washington, DC 20510

The Honorable Laphonza Butler
U.S. Senate
112 Hart Senate Office Building
Washington, DC 20510

The Honorable Tom McClintock
U.S. House of Representatives
2256 Rayburn House Office Building
Washington, DC 20515

Dear Senator Padilla, Senator Butler, and Representative McClintock,

The Mariposa County Board of Supervisors is proud to support H.R. 8790, the *Fix Our Forests Act*, and urges its swift consideration and passage into law. This bipartisan legislation would benefit Mariposa County by encouraging improved forest health, increasing resiliency to catastrophic wildfires, and protecting communities in the wildland-urban interface. It is supported by the tenants of the county's 20204 legislative platform.

Mariposa County is highly prone to the threat of wildfire. Since 2017, more than 325 square miles have burned in Mariposa County, including the 2018 Ferguson Fire, which burned 97,000 acres entirely on federal land. Over half of Mariposa County is federally owned land, making partnerships with the federal government critical to wildfire response.

On August 11, 2023, I testified before a field hearing of the House Committee on Natural Resources about ways the federal government can improve forest management. While H.R. 8790 may not take into account all of those recommendations, it does make significant strides forward and will provide several helpful tools to improve the health of our forests, harden our vulnerable communities, and improve partnerships with the federal government to make our County safer.

Because of this and more, we thank you for your support of this legislation and urge its swift passage into law.

Sincerely,

Miles Menetrey, Board Chair
Mariposa County Board of Supervisors

CC: The Hon. Bruce Westerman, Chairman, House Committee on Natural Resources
The Hon. Scott Peters, Member of Congress

MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING: October 1, 2024

TO: The Board of Supervisors

FROM: Miles Menetrey, District V Supervisor

RE: Ratify a Letter of Support for Golden State Connect Authority's (GSCA) Application to the National Telecommunications and Information Administration's (NTIA) Digital Equity Competitive Grant Program

---

RECOMMENDATION AND JUSTIFICATION

Ratify a Letter of Support for Golden State Connect Authority's (GSCA) Application to the National Telecommunications and Information Administration's (NTIA) Digital Equity Competitive Grant Program.

The goal of the NTIA Digital Equity Competitive Grant is to fund initiatives that ensure communities have the access and skills to fully participate in the digital world, regardless of their background or circumstances. Included in GSCA's application would be funding for each of GSCA's member counties to execute their digital equity plan throughout their respective communities with the purchase and placement of computer hardware and software necessary to establish acces to digital tools and learning for NTIA's identified covered populations. This application will build upon and complement a Golden State Connect Authority application to the California Capacity Grant Program later this year.

BACKGROUND AND HISTORY OF BOARD ACTIONS

GSCA represents 40 of California's 58 counties, those that comprise rural California. This part of California has experienced historical disinvestment of broadband infrastructure that is now being addressed through public and private investment at record levels. Support of Golden State Connect Authority's application to the National Telecommunications and Information Administration's Digital Equity competitive grant program has not been brought to the Board before.

The Board regularly submits letters of opposition or support for important applications to grant programs.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not support and miss the opportunity to show support to a partner agency.

FINANCIAL IMPACT

None.

ATTACHMENTS

1. Ratify Letter of Support for GSCA

VOTE RESULT

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

Mariposa County
Board of Supervisors

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September 20, 2024

Honorable Gina M. Raimondo, Secretary
U.S. Department of Commerce
1401 Constitution Ave NW
Washington, DC 20230

Dear Ms. Raimando,

As a member of Golden State Connect Authority, Mariposa County appreciates and supports Golden State Connect Authority's (GSCA) application to the National Telecommunications and Information Administration's (NTIA) Digital Equity Competitive Grant Program on behalf of its forty-member rural counties.

The goal of the NTIA Digital Equity Competitive Grant Program is to fund initiatives that ensure communities have the access and skills to fully participate in the digital world, regardless of their background or circumstances. Included in GSCA's application would be funding for each of GSCA's member counties to execute their digital equity plan throughout their respective communities with the purchase and placement of computer hardware and software necessary to establish access to digital tools and learning for NTIA's identified covered populations, individuals who are: 60+ years of age; state incarcerated; veterans; disabled; racial or ethnic minorities; rural; ESL; low-income households. This application will build upon and complement a Golden State Connect Authority application to the California Capacity Grant Program, later this year.

GSCA represents 40 of California's 58 counties, those that comprise rural California. This part of California has experienced historical disinvestment of broadband infrastructure that is now being addressed through public and private investment at record levels. With connectivity comes the need for addressing digital access and digital literacy needs for rural communities. Access to quality broadband, when paired with access to equipment that connects to the internet and the knowledge associated with its use, will open the door to increased economic development opportunities, access to enhanced learning, employment, health care, and financial services opportunities, as well as the ability to improve public health and safety. This grant is a big step in the direction of addressing these needs in Mariposa County and all GSCA member rural counties.

On behalf of Mariposa County, please give GSCA's application your highest level of consideration. We look forward to being a partner in closing the digital divide in rural California.

Sincerely,

Miles Menetrey, Board Chair
Mariposa County Board of Supervisors

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-418

MEETING:	October 1, 2024
TO:	The Board of Supervisors
FROM:	Danielle Bondshu, Clerk of the Board
RE:	Appoint Donald Smith as a Director of the Mariposa County Resource Conservation District (MCRCD) for a Four-Year Term, Expiring November 24th, 2028, at Noon

RECOMMENDATION AND JUSTIFICATION

Appoint Donald Smith as a Director of the Mariposa County Resource Conservation District (MCRCD) for a Four-Year and Two Month Term, Expiring November 24th, 2028, at Noon.

Donald Smith has not served as a prior director but has indicated interest. He has been previously approved by the current sitting MCRCD Board of Directors, as evidenced by the attached draft minutes from their September 4th, 2024 minutes.

BACKGROUND AND HISTORY OF BOARD ACTIONS

Under California Public Resources Code (PRC) Section 9314(b), a resource conservation district may elect to have a board of supervisors fill vacancies in lieu of elections. Historically, the Mariposa County Board of Supervisors has made other appointments to the RCD board, but the arrangement was not finalized until 2013 when the MCRCD formally requested, via RCD resolution 4-13, that the Board of Supervisors make the appointments. That request was approved by your board with Resolution 2013-355 on August 20, 2013, and several actions have been taken since that time to appoint other RCD members.

It should be noted that while PRC Section 9314 sets a term length of four years, PRC Section 9305 mandates that terms must end at Noon on the last Friday of November in even-numbered years to coincide with election cycles. Consequently, in order to comply with PRC Section 9305, this action requests a four-year and two-month term to expire at Noon on Friday, November 24th, 2028.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not fill this position; it may leave the MCRCD Board of Directors with vacancies, which might result in a lack of a quorum. However, PRC §9314(b)(4) allows a Board of Directors to make an appointment "if the board of supervisors does not conduct interviews of potential candidates or make an appointment within 60 days after the expiration of the term..."

FINANCIAL IMPACT

None.

ATTACHMENTS

1. September 2024 Minutes

VOTE RESULT

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

MARIPOSA COUNTY RESOURCE CONSERVATION DISTRICT (MCRCD)
Regular Meeting of the Board of Directors
MINUTES

Date: Wednesday, September 4th, 2024 @ 2:00 PM
Location: Conference Room at the Ag. Commissioner's Office 5009 Fairground Rd. Mariposa, CA 95338
Directors present: David Mecchi, John Carrier, Wayne Kelly, and Lyle Turpin.
Directors absent: None.
Associate directors present: None.
Associate directors absent: None.
Staff present: Melinda Barrett, Vicky Cole.
Guests: Don Smith, Benjamin Patrick – Mariposa NRCS, Clestine Kelso – Mariposa NRCS, Gabriela Cotto – Mariposa NRCS.

Call to order: 1:57 PM by MCRCD President David Mecchi.

Public communication: None.

Minutes: (M) Wayne Kelly to approve June 2024 minutes. (S) John Carrier. No discussion followed. Ayes: David Mecchi, John Carrier, Wayne Kelly, Lyle Turpin. Nay: None. Motion approved.

Correspondence: 1) Received by email from CARCD. Request-CARCD Contractor and Vendor payment information. 2). Received by email from Auditor's office. Important Update regarding Payroll Price Adjustments. 3). Received by mail from SDRMA. 2024-25 Property / Liability Program Renewal Invoice. 4). Received by mail from SDRMA. 2024-25 Worker's Compensation Renewal Invoice.

Information Items and/or Special Guests: None.

Staff reports:
IRWMP: Verbal report submitted by Melinda.
MCRCD: Verbal report submitted by Vicky.

Directors Reports:
Lyle Turpin: Verbal report submitted by Lyle.
Wayne Kelly: Verbal report submitted by Wayne Kelly.
John Carrier: Verbal report submitted by John.
David Mecchi: Verbal report submitted by David.

Future Agenda Items: None.

Subcommittee Reports:

Personnel: None.
Finance: Vicky shared good news about the account's reports. The auditor's office is providing reports generated from the Oracle system. The reports are hard to understand but Pat and her met with Laurie Skelton from the Auditor's office and she is helping us to understand and resolving all ours doubts about them. Also, they have been trying to find a accouter firm that help us with the transition the change our actual bookkeeping system (EXCEL sheets) to QuickBooks program to meet the audits needs.
Grants: Melinda explained to the Board the reason why she decided to cancel the contract with Regina Hirish / Watershed Progressive and not participate in the turf replacement project of her.

DRAFT

Melinda reviewed the DWR contract and found nothing that qualified the needs of the community, everything was for turf replacement. Melinda called DWR and asked about the grant and they responded that everything was for turf replacement. She talked with Regina the day before the IRWM meeting presentation and Regina said no, the DWR lady is wrong, we have been working on this for long time. After the IRWM meeting, Melinda decided to go to one of the HH assessments with Vincent Burnard, Regina's employee. We have several HH assessments pending to do, around 25. Vincent mentioned to Melinda that Regina told him to stop doing the assessments, she was planning to combine them with the Turf Replacement grant. Melinda got very disappointed and called DWR again to notify them that we will not do it. The rules are not clear and she will not present to the public and offer something that we cannot do. It is not transparency and she can not use our HH applications to lunch her program to profit her private business. So, Melinda decided to fired her and we are in the process to hiring staff. We have a CAL FIRE grant that pays for a contractor and staff, Melinda talked with David about it and she made an announcement to hire a HH Program Manager and HH Program Assistant. WCB2 grant- We are raping the grant. We are going to ask Adam Ballard WCB Program Manager to switch some money that we have in task I for Project Management to Task 2 Restoration that way we can finish the work in the area and zero out the grant. OPR Grant – we got the second phase and submitted the first invoice. Now they are negotiating about not to create a JPA. Melinda explained to our guest that the JPA is to support the Biomass plant. Biomass project – We got the grading permit and it came with big checklist that they must finish before they start to grading.
Policy: None.

Financial Reports: See at Finance subcommittee.

Unfinished Business: None.

Discussion:

1. How to tie the DWR Grant into Home Hardening Grant. Please see Grants section.
2. Smith & Newell Audit response FY22. Melinda explained that the problem they pointed to us was we reported Advances as revenue and according to them are unearned income. Now we know we must report the Advances as unearned revenue. Another recommendation was to switch to QuickBooks program. Melinda redacted the response to them.

Action Items:

To Appoint Donald Smith as MCRCD Director. (M) Wayne Kelly (S) Lyle Turpin. Ayes: David Mecchi, John Carrier, Wayne Kelly, and Lyle Turpin. Nays: None. Motion Approved.

Adjournment: Meeting adjourned at 4:00 PM. (M) John Carrier (S) Lyle Turpin. Ayes: David Mecchi, John Carrier, Lyle Turpin, Wayne Kelly. Nays: None. Motion approved.

Submitted by: Vicky Cole Date Approved: _____

Recorded minutes of this meeting are available in the RCD office. Persons with disabilities who require alternative means of communication or assistance should contact our office at above number, at least 5 days prior to the event. An equal opportunity provider and employer.

DRAFT

MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING: October 1, 2024

TO: The Board of Supervisors

FROM: Danielle Bondshu, Clerk of the Board

RE: Approve the March 19th, 28th, April 2nd, 3rd, 9th, 16th, 30th, May 1st, 14th, 21st, June 4th, 11th, 18th, 25th and July 2nd , 2024, Board of Supervisor Minutes

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RECOMMENDATION AND JUSTIFICATION

Approve the March 19th, 28th, April 2nd, 3rd, 9th, 16th, 30th, May 1st, 14th, 21st, June 4th, 11th, 18th, 25th and July 2nd , 2024, Board of Supervisor Minutes

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board routinely approves their minutes.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve; the minutes will stay in draft form, making future records unclear.

FINANCIAL IMPACT

None.

ATTACHMENTS

1. **CA031924 - DRAFT**
2. **CA032824 - DRAFT SPECIAL**
3. **CA040224 - DRAFT SPECIAL**
4. **CA040324 - DRAFT SPECIAL**
5. **CA040924 - DRAFT**
6. **CA041624 - DRAFT**
7. **CA0430 and 050124 - DRAFT**
8. **CA051424 - DRAFT**
9. **CA052124 - DRAFT**
10. **CA060424 - DRAFT**
11. **CA061124 - DRAFT**
12. **CA061824 - DRAFT**
13. **CA062524 - DRAFT**
14. **CA070224 - DRAFT**

Mariposa County

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

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

BOARD OF SUPERVISORS
ACTION SUMMARY MINUTES
MARCH 19, 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 noted that CA. 13 is to be pulled for an Amended vote and noted that CA. 2 and CA. 20 require a 4/5ths vote.

Public comment was received by Tom Archibald/Industrial Park President requested the Board pull CA.18 to be pulled for further legal review.

Dan Rule/Business Development Manager for Sierra Tele, commented on the hut projects, noting that the last mile jobs are almost complete. He noted that there are 900 miles on the middle mile in the ground. He noted

that they had been serving this area since 1895 and believed overbuilding would be a mistake.

Supervisor Smallcombe commented on CA. 2, in which Dallin Kimble, County Administrative Officer, noted that with budgets, there is always good and bad news. He noted this was good news, as we were able to add funds to new areas.

Supervisor Forsythe noted on CA. 2 that he was happy to see the extra funds going to departments that need it.

Chair Menetrey commented on CA. 8 and thanked the committees for submitting their minutes. He also commented on CA. 15, noting he likes to see MOUs like this, which is for oral health for Kindergarten.

Supervisor Smallcombe and Toso also asked that CA. 18 be pulled for further discussion.

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. **Administration**

Approve Budget Adjustments in Heavy Equipment Replacement Fund and in Allocating Anticipated Additional Sales Tax Revenue in the General Fund Treasurer Tax Collector, County Clerk, Sheriff, Boating Safety, Surveyor, and Contingency Budgets (4/5ths Vote Required)

CA3. **Board of Supervisors**

Ratify Letters of Support for Assembly Bill (AB) 1804, a Crucial Legislative Initiative Addressing the Fentanyl Crisis, and Assembly Bill (AB) 1803, a Critical Legislative Measure Dedicated to Improving the Restitution Process for Victims of Human Trafficking (Board Chair)

CA4. **Board of Supervisors**

Ratify a Letter of Support for SB 1032 (Padila) Housing Finance: Portfolio Restructuring: Loan Forgiveness (Board Chair)

CA5. **Board of Supervisors**

Approve a Letter of Support for Assembly Bill (AB) 2471; and Authorize the Board of Supervisors Chair to Sign the Letter

CA6. **Board of Supervisors**

Approve a Letter of Support for the Inclusion of Passage H.R. 5030, the Secure Rural Schools Reauthorization Act of 2023; and Authorize the Board of Supervisors Chair to Sign the Letter

DRAFT

CA7. **Clerk of the Board**

Receive the 2022 Annual Report for the Wawona Town Planning Advisory Committee (WTPAC)

CA8. **Clerk of the Board**

Receive Minutes of the Committees Established by the Mariposa County Board of Supervisors Pursuant to Resolution 22-115, Section 10.2

CA9. **Clerk of the Board**

Receive the List of Software as a Service License Agreements Entered into by the County Administrative Officer (Purchasing Agent) Pursuant to Resolution 22-116 Entered Into, Received, and Processed in January and February of 2024

CA10. **Clerk of the Board**

Receive the List of Agreements Entered into by the County Administrative Officer (CAO) (Purchasing Agent) Pursuant to County Code Chapter 3.08, Entered Into, Received and Processed in February of 2024

CA11. **Clerk of the Board**

Receive the List of Agreements Entered into by the Mariposa County Department Heads (Assistant Purchasing Agents) Pursuant to County Code Chapter 3.08 Entered Into, Received and Processed in February of 2024

CA12. **Health and Human Services Agency**

Approve First Amendment with JDT Consultants, Inc. Increasing the Amount by $80,000, for a New Amount not to Exceed $155,000, for Therapeutic Behavioral Services; and Authorize the Board of Supervisors Chair to Sign the Amendment

CA14. **Health and Human Services Agency**

Approve a Memorandum of Understanding (MOU), with Central Sierra Continuum of Care, (CSCoC), for a Partnership of the Application of the Homeless Housing, Assistance and Prevention Grant, (HHAP); and Authorize the Board of Supervisors Chair to Sign the MOU

CA15. **Health and Human Services Agency**

Approve a Memorandum of Understanding (MOU), with Mariposa County Unified School District, for Kindergarten Oral Health Assessment; and Authorize the Board of Supervisors Chair to Sign the MOU

CA16. **Planning**

Re-Appoint Erica Wolfsen to the Creative Placemaking Strategy Advisory Committee with a Term Expiring February 28, 2027

CA17. **Planning**

DRAFT

Recognize the Service of Mark Abney, Catherine Collamer, Ryan Kelly, Catherine Fong, Paul Amstutz, Greg Magruder, Kevin Shelton on the El Portal Planning Advisory Committee

CA19. **Planning**

Adopt a Resolution to Approve the Submittal of a Grant Application to the USDA Disaster Repair Grant for Community Facilities Program for $385,000 for Roads Equipment; Authorize the Board of Supervisors Chair to Sign Grant Proposal Documents; and Authorize the Board of Supervisors Chair to Sign the Grant Agreement, If Awarded (Subject to Approval as to Legal Form by County Counsel)

CA20. **Planning**

Approve Budget Action Increasing Revenue and Appropriations in the Planning Department Budget for the Post Award Consultation Grant from the Strategic Growth Council's Transformation Climate Communities Program ($49,990) (4/5ths Vote Required)

CA21. **Public Works**

Declare the Paseo De Mariposa Run, a County-Sponsored Event; Authorize the Public Works Director to Waive the Encroachment Permit Fee of $206; and Approve the Road Closure of 9th Street Between Bullion and Jones Street on April 28, 2024, from 7:30 am to 12:00 pm

CA22. **Public Works**

Authorize the Director of Public Works to Waive the Encroachment Fee of $206 for the Annual 4-H Bike-a-Thon Fundraiser for Multiple Sclerosis to be held on April 28, 2024, from 11:30 am to 3:00 pm

CA23. **Public Works**

Authorize the Public Works Director to Waive the Encroachment Permit Fee of $206 for the Las Mariposa Civil War Days to be help on April 13th-14th, 2024, Located at Yaqui Gulch Road & Highway 140 (Long Ranch)

CA24. **Public Works**

Adopt a Resolution Authorizing the Director of Public Works to Submit Various Grant Applications to the Department of Resources Recycling and Recovery (CalRecycle); and Authorize the Director of Public Works to Execute all Documents Necessary to Secure and Implement the Grant (Subject to Approval as to Legal Form by County Counsel)

E. Items removed from Consent Agenda

CA13. **Health and Human Services Agency**

Approve an Operational Agreement (OA) with Mountain Crisis Services, a Program of Alliance for Community Transformations, and Mother Lode Job Training; and Authorize the Board of Supervisors Chair to Sign the Agreement

Danielle Bondshu/Clerk of the Board, read what the change is for the amendment.

AMENDMENT: Change from Health and Human Services to County of Mariposa for the benefit of Mariposa County Health and Human Services.

RESULT:	**Adopted as Amended (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

CA18. **Planning**

Approve a Restoration Surety Agreement for the Mariposa Biomass Project; and Authorize the Board of Supervisors Chair to Sign the Agreement

Supervisor Smallcombe noted she is recusing herself from this discussion due to her and her husband's involvement with the project. She then left the room.

Supervisor Poe noted he wasn't familiar with the project and asked Mr. Engfer to clarify the project.

Public comment was received by Tom Archibald, who noted that Ordinance 696 needs to be addressed. He noted this Ordinance uses a furnace, which goes against the above-mentioned ordinance. He noted he felt this project would lower property value.

Board discussion ensued, and Chair Menetrey noted that this item does not approve the project but approves the agreement that the individual is responsible for returning the land to its original state if the project goes wrong.

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

F. Departmental Presentation

Shelia Baker/Behavioral Health Director updated the Board on the Friendly Visitor program. She introduced Katie Landers/Program Manager. Ms. Baker noted they are working on registration and the goal of the program is to have individuals spend 30 – 60 minutes a week with elderly individuals. She noted they would match the participant and visitor, so there were common likes and interests. She noted that if anyone is interested in participating, they should call 209-966-2000.

Allison Tudor/Alliance Executive Director, announced her departure and introduced the gentleman who would take over her position. She then introduced Jermey Martinez/New Executive Director.

Jermey Briese/Sheriff noted that the day prior, he and the deputies attended the funeral of fallen dispatcher Bryan Schafer. He thanked the Board for the memorial as he was able to present it to Mr. Schafer's wife and two children. He noted he has been working with CAO Kimble to find funds and will be monitoring payroll closely. He noted if they get back to being on target budget, they will return to normal service. Sheriff Briese noted there was a missing individual out of the Merced are. He noted he was last seen on March 2nd, 2024, in

a 2012 Blue Ford F-150 in the Cotton Creek/Hornitos area; the missing man is Ronald Williams.

G. Public Comment on Non-Agenda Items

Public comment was received by Lorraine Freeman/Resident who noted her comment was regarding transportation issues in North County. She explained that she has issues getting a ride and has nothing but a bad experience with the transportation service provided by Health and Human Services. She later emailed with a correction to the dates given.

Jonathan Noel commented in response to Ms. Freeman's comment. He noted he felt ashamed that she had to call a month in advance. He noted there needed to be someone stationed in North County 24/7 to help these individuals. He noted that the County needed to resolve this issue.

Recess Board of Supervisors

9:59 PM Chair Menetrey recessed the Board of Supervisors meeting and the Clerk of the Board read the government code 54952.3 announcement.

H. LOCAL TRANSPORTATION COMMISSION

10:00 AM Chair Forsythe called the Local Transportation Commission meeting to order.

Public Comment Period

None.

LTC Regular Agenda

1. **Clerk of the Board**

Selection of a Commissioner to act as the 2024 Local Transportation Commission Chair

Danielle Bondshu/Clerk of the Board read the item. No public comment.

SELECTION: Wayne Forsythe was selected as the 2024 Chair.

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District V Supervisor Miles Menetrey
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

2. **Clerk of the Board**

Selection of a Commissioner to act as the 2024 Local Transportation Commission Vice-Chair

Danielle Bondshu read the item. No public comment.

Commissioner Poe made a motion to select Commissioner Menetrey, but after discussion, he withdrew his motion.

SELECTION: Danette Toso was selected as the 2024 LTC Vice-Chair.

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 IV Supervisor Forsythe, District II Supervisor Poe

3. **Public Works**

Approve the Execution of FTA Certifications and Assurances for FY 2024

Jeannie Morvay-Clayton/Transportation Planning 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

Adjourn LTC

10:05 AM Chair Forsythe adjourned the LTC meeting.

Reconvene as Board of Supervisors

10:05 AM Chair Menetrey reconvened the Board of Supervisors meeting.

I. Regular Agenda Items

1. **Planning**

Discussion and Direction Regarding the Mariposa County Hotel and Conference Feasibility Study

Ben Goger/Senior Planner, gave a PowerPoint presentation. He introduced Channing/PFK Consultant who finished the presentation. No public comment was received.

Board discussion ensued.

DIRECTION: Staff is to bring it back for adoption on the consent agenda.

RESULT:	DIRECTION GIVEN

2. **Administration**

Approve Hut Locations for Low-Level Network Design for LATA Broadband Network Project; and Authorize the Board of Supervisors Chair to Sign the Confirmation Letter

DRAFT

Dallin Kimble gave the staff report.

Public comment was received by Dan Rule/Sierra Tel, who noted this is an overbuild.

Board discussion ensued.

RESULT:	**TABLED until April 9th, 2024 at 9:00 AM or soon thereafter**
MOVER:	District III Supervisor Danette Toso
SECONDER:	District I Supervisor Rosemarie Smallcombe
AYES:	District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe

J. Closed Session

11:01 AM Chair Menetrey read closed session item one. No public comment.

11:02 AM Chair Menetrey recessed the Board into closed session.

12:58 PM Chair Menetrey reconvened and noted they would go back into recess for lunch until 2:00 PM.

6:04 PM Chair Menetrey read Closed Session items 2 and 3. Public comment was received on item 2 from Steve Ward who noted there is no other location for County Fire. No comment on closed session item 3.

6:06 PM Chair Menetrey recessed the Board back into closed session.

1. **Administration**

CONTINUED from March 12th, 2024, to March 19th, 2024, at 9:00 AM or soon thereafter.

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

RESULT: CLOSED SESSION HELD

2. **Administration**

CLOSED SESSION: Conference with Real Property Negotiator Regarding 4802 Highway 140 in Mariposa (Spring Hill School)

RESULT: CLOSED SESSION HELD

3. **Board of Supervisors**

CLOSED SESSION: Public Employee Performance Evaluation: Position of Employee Under Review: Building Director (Government Code Section 54954.5)

RESULT: CLOSED SESSION HELD

K. 2:00 PM Reconvene

Staff recommends approving all admin and process updates (rec 1-7)

1. **Planning**

Discussion and Direction on the Mariposa County Short Term Rental Study

Chair Menetrey called the item to order. Ben Goger/Senior Planner, and Erin Usain/Consultant, gave the PowerPoint presentation and brought back the recommendations.

Public comment was sent by Theresa Cook/Resident who noted they sent a letter and wanted to read it. They noted their disdain for the study and further noted a housing fund should be a community issue, not a STR issue.

John Trujillo/Resident commented on several of the recommendations, noting his concern. He noted they provide income for this community and urged not to regulate.

Art Bagget/Planning Commissioner District 1 reiterated what was discussed with the Planning Commission. He noted they approached it from a vantage point of dealing with long-term housing and minimizing the intrusion on private property rights.

Courtney Twiss/Twiss Realty noted she agreed housing has been an issue for a long time. She discussed what could happen for loss of jobs and revenue if STRs are limited. She also asked what happened to the request that Aramark was to provide housing to its employees. She noted the Board needed to look at changes in zoning, density, and having incentives for Accessory Dwelling Units (ADUs).

Glenn Cook/Resident noted he wished Mr. Baggett was still on the phone. He noted the notion of a housing fund and agreed it should be a community issue. He noted his disdain for several of the recommendations including reducing vacation rentals on a whim. He noted that could destroy his business. He then held up the magazine put out by the Tourism Bureau and noted this is expensive and noted we do not need more tourism.

Kelly Harrison/Resident noted they found the study easy to read and understand. She brought up the community survey noting it seems to be split on how the community feels. She also noted there is a way to manage without making it an experiment.

David Holland Morris/Resident noted he liked the idea of taking time to review the study more carefully. He noted he hears a lot of proposals for regulation but without concrete data. He noted more data was needed.

Barry/Resident noted they purchased in 202, and they hoped to one day become year-round residents but noted the recommendation that only residents can have a vacation rental is unfair. They also noted the issues when the park is closed, or the cap on capacity. They noted the recommendations do not take into account regulations in place within Wawona.

Jeanne- Ann Pine/Resident noted she is coming from a neutral point. She noted when the conversation started, she owned three vacation rentals. She has since sold them. She went into her thoughts on some of the recommendations and noted regardless of what happens, not everyone will be happy. She also noted maybe there could be a “naughty list” for those STRs that the Sheriff or County gets calls on for being a nuisance.

Victoria Trujillo/Resident noted 40 years ago she dreamed of owning vacation rentals. She noted 10 years ago they bought run down homes and converted them. She brought up her large family and how they prefer

vacation rentals when they travel. She then went into the ups and downs of owning vacation rentals. She also noted she wanted to see a list of nuisance vacation rentals. She noted she feels this is discrimination against STRs as they are always the ones to suffer when more money is needed.

Kim Tucker/Resident/Housing Committee Member, noted her concern is on housing in general, not STRs. She noted her concern with the housing situation for concessionaire employees, with roughly 300-400 people living in canvas tents in the park. She noted those would not be allowed outside the park for housing and noted the Park Service should be drawn into this conversation.

Unknown Caller/Vacation Rental Owner noted they bought a house in Midpines in 2018 because they visited the park so much. He noted hotels are not family-friendly. He noted building more hotels is not the answer. He noted he will not go back to a long-term rental.

Charles Lammers/Resident agreed the Park Service needed to be included. He noted they evicted people from the trailer park to fill with their V.I.P.s. He noted there needed to be better dialogue with the National Park Service.

Jenni Kiser/Resident noted maybe the strategy is to bite off pieces at a time. She noted it doesn't sound like there is enforcement for the nuisances. She noted it sounds like the county is holding the wrong people accountable. She noted STR owners are business owners, and they need to be able to make responsible business choices.

Andrew Trujillo/Resident noted he does not like the subject of eviction and new home purchases. He noted the hoops he had to jump through to open his door. He noted the county has taken an adversarial stance. He noted the redundancy of county inspections and noted that every time new regulations are put in place, new jobs seem to be created.

Lorraine Freeman/Resident noted she was thinking of Idle Wheels; There needed to be more park model homes. She also noted a correction to the date on her comment from earlier in the day noting the year was 2017-2018.

Bruce/Resident thanked the Board for clarifying that this wasn't to raise fees. He noted that he thought this was to go back to the basics to address housing shortages, but there seems to be a gap between the information. He noted that restricting the numbers does not benefit the community.

Jeanne-Ann Pine commented again, noting that tenant rights are the real issue for long-term renting, regaling issues she has dealt with in the past.

Tammy Guenthart/Resident noted she lives on a 2-mile road with ten vacant homes. She asked about landlord rights. She noted it's not short-term rental issues; it's a lack of good renters. Mr. Goger answered some of the questions asked.

Board discussion ensued.

DIRECTION: Leave vacation rentals as is and bring them back in the fall after the summer reservation service in the park service can be analyzed. Work to consolidate the process of inspecting the vacation rental application as well as making a Permit Ready or Master Plans a priority.

RESULT: DIRECTION GIVEN

DRAFT

3. **Administration**

Discussion and Direction Regarding the Countywide Operational and Organizational Review

4:40 PM Chair Menetrey recessed for a brief break and reconvened at 4:45 PM.

Dallin Kimble gave the staff report. Rob Hager and Callie Seymour from Guidehouse gave a PowerPoint presentation. No public comment.

Board discussion ensued.

RESULT: PRESENTATION HELD

4. **Board of Supervisors**

Discussion and Direction on the Process of Assigning Addresses to Parcel (Board Chair)

Chair Menetrey introduced this item. Corrina Miranda and Sarah Hughes gave a PowerPoint presentation on history. Ethan Smith/GIS Specialist gave a brief overview of the ESRI addressing solutions.

Public comment was received by Steve Ward/Cal Fire/County Fire noted it is important for emergency services to get the correct address location. He noted during emergencies, if the County has outside aid, it is often hard for them to find the location.

Board discussion ensued.

DIRECTION: Staff is to begin implementing the addressing application on ESRI and bring back an item with recommendations based on research including recommendations for defining "development" and policies.

It was further noted the definition of “development” would need to be codified and any policies or procedures could be approved via resolution.

RESULT: DIRECTION GIVEN

5. **Clerk of the Board**

Discussion and Possible Direction Regarding the Use of Video Software in Board Meetings

Danielle Bondshu gave the staff report. No public comment. Board discussion ensued

DIRECTION: Wait for a year and bring it back at a later date.

RESULT: DIRECTION GIVEN

Report Out

6:39 PM Chair Menetrey reconvened and noted that during the closed session, information was received, and direction was given for all items.

L. Board Information

Information received.

M. Adjournment

DRAFT

6:41 PM adjourned in memory of Mary Ellen Wass Williams, Kenneth Williams, Jann Baker, and Izabella Eden Hance.

Respectfully submitted,

Danielle Bondshu
Clerk of the Board

Miles Menetrey
Chair, Board of Supervisors

DRAFT

Mariposa County

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

BOARD OF SUPERVISORS
ACTION SUMMARY SPECIAL MEETING MINUTES
MARCH 28, 2024

DRAFT

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

9:00 AM Chair Menetrey called the special meeting to order, noting all five board members were present, and the County Administrative Officer and Clerk of the Board were also in attendance. Chair Menetrey also noted County Counsel was excused.

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

B. Pledge of Allegiance

Chair Menetrey led the pledge.

C. Closed Session

Chair Menetrey read the closed session item. No public comment. recessed into closed session at 9:02

9:02 AM Chair Menetrey recessed the Board into closed session.

11:22 AM Chair Menetrey reconvened the board meeting and reported that information had been received and direction had been given during the closed session.

1. **Board of Supervisors**

CLOSED SESSION: Public Employee Performance Evaluation: Position of Employee Under Review: County Administrative Officer (Government Code Section 54954.5)

RESULT: CLOSED SESSION HELD

D. Adjournment

11:22 AM Chair Menetrey adjourned the special meeting.

Respectfully submitted,

Danielle Bondshu
Clerk of the Board

Miles Menetrey
Chair, Board of Supervisors

DRAFT

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ROSEMARIE SMALLCOMBE	**DISTRICT I**
SHANNON POE	**DISTRICT II**
DANETTE TOSO	**DISTRICT III**

BOARD OF SUPERVISORS
ACTION SUMMARY SPECIAL MEETING MINUTES
APRIL 2, 2024

DRAFT

A. 11:00 AM Called to Order and Roll Call

11:00 AM Chair Menetrey called the meeting to order, noting all five supervisors were present, including the Clerk of the Board and County Counsel. Chair Menetrey noted the County Administrative Officer was excused.

Attendee Name	Title	Status	Arrived
Rosemarie Smallcombe	District I Supervisor	Present	11:00 AM
Shannon Poe	District II Supervisor	Present	11:00 AM
Danette Toso	District III Supervisor	Present	11:00 AM
Wayne Forsythe	District IV Supervisor	Present	11:00 AM
Miles Menetrey	District V Supervisor	Present	11:00 AM

B. Pledge of Allegiance

Chair Menetrey read the closed session item.

C. Closed Session

11:02 AM Chair Menetrey read the closed session item. No public comment.

11:02 AM Chair Menetrey recessed the board into closed session.

12:29 AM Chair Menetrey reconvened and reported out of closed session that information was received and direction was given.

1. **Board of Supervisors**

CLOSED SESSION: Public Employee Performance Evaluation: Position of Employee Under Review: County Administrative Officer (Government Code Section 54954.5)

RESULT: CLOSED SESSION HELD

D. Adjournment

12:29 PM Chair Menetrey adjourned the special meeting.

Respectfully submitted,

Danielle Bondshu
Clerk of the Board

Miles Menetrey
Chair, Board of Supervisors

DRAFT

Mariposa County

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

BOARD OF SUPERVISORS
ACTION SUMMARY SPECIAL MEETING MINUTES
APRIL 3, 2024

DRAFT

A. 2:00 PM Called to Order and Roll Call

2:00 PM Chair Menetrey called the meeting to order, noting Supervisor Smallcombe would be in the room shortly. He also noted the Clerk of the Board and County Counsel were present. Further noting the County Administrative Officer was excused.

Attendee Name	Title	Status	Arrived
Rosemarie Smallcombe	District I Supervisor	Present	2:01 PM
Shannon Poe	District II Supervisor	Present	2:00 PM
Danette Toso	District III Supervisor	Present	2:00 PM
Wayne Forsythe	District IV Supervisor	Present	2:00 PM
Miles Menetrey	District V Supervisor	Present	2:00 PM

B. Pledge of Allegiance

Chair Menetrey led the pledge.

C. Closed Session

2:01 PM Chair Menetrey read the closed session item as Supervisor Smallcombe entered the chambers. No public comment.

2:02 PM Chair Menetrey recessed the Board into closed session.

3:45 PM Chair Menetrey reconvened the meeting and reported out of closed session that information was received and direction was given.

1. **Board of Supervisors**

CLOSED SESSION: Public Employee Employment Title or Position to be Filled:(Government Code Section 54957 (b) (1)) County Administrative Officer

RESULT: CLOSED SESSION HELD

D. Adjournment

3:46 PM Chair Menetrey adjourned the special meeting.

Respectfully submitted,

Danielle Bondshu
Clerk of the Board

Miles Menetrey
Chair, Board of Supervisors

DRAFT

Mariposa County

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

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

BOARD OF SUPERVISORS
ACTION SUMMARY MINUTES
APRIL 9, 2024

DRAFT

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

Chair Menetrey called the meeting to order.

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

B. Pledge of Allegiance

Chair Menetrey led the pledge.

C. Introductions

None.

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

Chair Menetrey read the consent notice and noted CA. 18 was continued to May 7th, 2024. He also read off each item that required a 4/5th vote. He also noted that the consent agenda contained six proclamations which occurred every year.

Public comment was received by Mike Brusa/Bear Valley where he noted the consent agenda was lengthy. He then commented on the continuance of CA. 1 and noted it was inappropriate. He further discussed American Revolution history.

Steve Ward/Cal-Fire/Mariposa County Fire Division Chief commented on CA. 6 recognizing the volunteer firemen. He noted they sacrifice a lot to be there for community members on their worst days. He then noted there are 59 volunteers, 44 of which are medical responders. He thanked them for their service to the community.

Heather Livingston/Friday Night Live/Mariposa Safe Families introduced Issac Camerlinga as a new mentor, noting he is a great asset to the team. She then played a video for Friday Night Live Month.

Megan Atkinson/Mariposa Safe Families commented on CA. 8, thanking the Board for their support. She noted child abuse and neglect affect children of every race and religion and in every community, including ours. She expressed the need for children to be in a safe and loving environment and noted for to many children, their lives are nightmares. She noted the statistics were staggering. She expressed the need to cultivate an environment of empathy and passion. She then discussed the annual planting of pinwheel gardens in honor of Child Abuse Awareness Month.

Shauna Bender/Health and Human Services commented on CA. 9, noting it is a celebration of young lives. She said that it is up to each adult to ensure that every child experiences an early environment that promotes physical and mental health growth. She then listed the theme for each day of the week, which was themed for fun activities for young children.

Nikki West/First Five also commented on CA. 9, noting they have a program called “hands-on heroes.” She noted the theme is “celebrating early learning.” She noted the winners are Valerie Carey and Mindy Masic for the work they do for the young children of Mariposa County.

Sheila Baker/Behavioral Health, came to the podium with Todd Davidson/Supervisor. Both spoke on CA. 5 and noted a lot of their work in the behavioral health field is to point out the stigma that surrounds substance abuse. She noted denial is a common trait as they believe they are not drinking “a lot”. Mr. Davidson noted that the community can gain understanding as well as it being a good time to talk to teens about the dangers; they noted that alcohol takes a toll on people and their families, and if anyone is seeking professional help, to reach out to 209-966-2000.

The Friday Night Live Group spoke on CA. 5. Each teen took a turn on the speech.

Kaitlyn Wagoner/Program Specialist Mountain Crisis, commented on CA. 4, noting “Denim Day” would be on April 24th. She noted this is a big month for their agency and thanked the Board for bringing this item forward.

Dallin Kimble, County Administrative Officer, asked that the Board withdraw the budget action for CA.3 so it can be investigated further.

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

CA1. **Health and Human Services Agency**

DRAFT

Resolution Continuing a Shelter Crisis Local Emergency in Mariposa County

CA2. **Administration**

Approve Budget Action for Human Resources to Cover Additional Expenses Associated with Negotiations and Investigations ($20,000) (4/5's Vote Required)

CA4. **Board of Supervisors**

Proclaim the Month of April 2024, as “Sexual Assault Awareness Month” and April 24th, 2024, as “Denim Day" (Board Chair)

CA5. **Board of Supervisors**

Proclaim the Month of April 2024, as "Alcohol Awareness Month" (Board Chair)

CA6. **Board of Supervisors**

Proclaim the Week of April 21st Through April 27th, 2024 as "Volunteer Week" (Board Chair)

CA7. **Board of Supervisors**

Proclaim the Month of April 2024, as "Friday Night Live Month" (Board Chair)

CA8. **Board of Supervisors**

Proclaim the Month of April 2024, as "Child Abuse Prevention Month" (Board Chair)

CA9. **Board of Supervisors**

Proclaim the Week of April 6th Through April 12th, 2024 as "Week of the Young Child" (Board Chair)

CA10. **Board of Supervisors**

Adopt a Resolution of Recognition and Congratulations to Ruth Sellers for Celebrating Her 100th Birthday on November 30th, 2023 (Supervisor Toso)

CA11. **Board of Supervisors**

Approve a Letter of Support for Assembly Bill (AB) 2859; and Authorize the Board of Supervisors Chair to Sign the Letter

CA12. **Clerk of the Board**

Appoint Samuel Cerveny to the Rural County Representatives of California (RCRC) Environmental Services Joint Powers Authority (ESJPA) for Solid Waste as the Public Works Director Representative at the Request of the Public Works Director

CA13. **Clerk of the Board**

Approve Service Agreement with Mountain Top Media for Technical Support on the Sound System;

DRAFT

and Authorize the Board of Supervisors Chair to Sign the Agreement

CA14. **Clerk of the Board**

Appoint Nina Avina-Rhodes to the Central Sierra Economic Development District (CSEDD) as the Mariposa County Citizen Member

CA15. **District Attorney**

Approve Budget Action Adjusting Appropriations Within Victim Witness Assistance Budget for Fiscal Year 2023-2024,Balancing Unanticipated Revenue ($71,373) (4/5ths Vote Required)

CA16. **Fire**

Approve First Amendment to the Mariposa County Fire Department Assistance by Hire Agreement with the Madera-Mariposa-Merced Unit (MMU) of CAL FIRE; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA17. **Fire**

Approve payment of invoice(s) from Peraton for Interface Installation and Scope of Work to be Done to the CALFIRE Emergency Command Center (ECC) Computer Assistance Dispatch (CAD) System; and Authorize the Auditor to Submit Payment

CA19. **Health and Human Services Agency**

Ratify the Children's Medical Services (CMS) Plan and Budget Justification for Fiscal Year 2023-2024 in the Amount of $134,947; Authorize the Board of Supervisors Chair to Sign the Certification Statements; and Ratify the Health and Human Services Director to Sign the California Children's Services (CCS) and Health Care Program for Children in Foster Care (HCPCFC) Certification Statements for the Subsequent Three Fiscal Years if Conditions Remain the Same (Subject to Approval as to Legal Form by County Counsel)

CA20. **Health and Human Services Agency**

Ratify the Signatures of the Health and Human Services Director and MCAH Director for the Acceptance of the Maternal, Child and Adolescent Health (MCAH) Funding Application Agreement Number 202322 in the Amount of $95,653.89 for Fiscal Year 2023-2024; and Authorize the Health and Human Services Director to Sign the Maternal Child Adolescent Health (MCAH) Agreement Funding Application (AFA) for the Subsequent Three Fiscal Years if Conditions Remain the Same (Subject to Approval as to Legal Form by County Counsel)

CA21. **Health and Human Services Agency**

Ratify the Approval of Acceptance of the CASPHI (California Strengthening Public Health Infrastructure) Grant Funds; and Approve Budget Action Increasing Unanticipated Revenue and Appropriations in the Public Health Branch Budget to Recognize the Grant Funding Full Award Amount (Five Years ($583,092) (4/5ths Vote Required)

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CA22. **Health and Human Services Agency**

Remove Mark Pina from the In Home Supportive Services (IHSS) Advisory Committee

CA23. **Health and Human Services Agency**

Approve the Mariposa County Health and Human Services Agency's California Work Opportunity and Responsibility to Kids (CalWORKS) System Improvement Plan; and Authorize the Board of Supervisors Chair to Sign the Improvement Plan

CA24. **Health and Human Services Agency**

Approve Second Amendment with Jackson and Coker Locum Tenens, LLC Increasing the Amount by $95,000 for a New Amount Not to Exceed $215,000 for the Inclusion of Additional Services and Costs; and Authorize the Board of Supervisors Chair to Sign the Amendment

CA25. **Health and Human Services Agency**

Approve First Amendment with Berliner-Cohen Attorneys at Law Increasing the Amount by $50,000 for a New Amount Not to Exceed $150,000 for Legal Services; and Authorize the Board of Supervisors Chair to Sign the Amendment

CA26. **Health and Human Services Agency**

Approve Amendments to the Mariposa County Emergency Medical Care Committee (EMCC) Bylaws

CA27. **Health and Human Services Agency**

Accept the Resignation and Recognize the Service of Steve Ward and Karen Wilson to the Mariposa County Emergency Medical Care Committee (EMCC); and Appoint Aaron Sundstom as the Primary Representative for Sierra Ambulance, Dr. Eric Sergienko as Representative for the Mariposa County Health Officer, Amy Clubb as the Primary Representative for the Health Department, Dr. Crystal Irwin-Warren as the Primary Representative for Yosemite Medical Clinic, Hidekatsu Kajitani as Alternate Representative for the Yosemite Medical Clinic, Jonathan Knauf as the Primary Representative for Mercy Ambulance Service, Jesse Torres and Jesse Figueroa as Alternate Representatives for Mercy Ambulance Service, Steve Mullen as the Primary Representative for California Highway Patrol, Dawn Hoff as Alternate Representatives for California Highway Patrol, and Jonathan Beery as Alternate Representative for County Fire Department to the (EMCC) with Terms Expiring on April 9, 2028

CA28. **Health and Human Services Agency**

Approve the First Amendment with Alliance for Community Transformations for Emergency Shelter Services; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA29. **Health and Human Services Agency**

Approve First Amendment to the California Department of Health Care Services (CA DHCS) Agreement for Updated Scope of Work Budget Detail with no Monetary Cap Payment Provisions and Additional Provisions; and Authorize the Board of Supervisors Chair to Sign the Amendment

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CA30. **Health and Human Services Agency**

Approve Budget Action Increasing Revenue and Appropriations Recognizing Grant Funds in the Health and Human Services Agency California Air Resources Board (CARB) G22-EIDG-14 Emissions Inventory Database Grant ($8,583) (4/5ths Vote Required)

CA31. **Health and Human Services Agency**

Approve Fifth Amendment with Qualifacts Systems, LLC for Purchase of Revenue Cycle Management, RCM Services; and Authorize the Board of Supervisors Chair to Sign the Amendment

CA32. **Planning**

Accept Resignation and Recognize the Service of Paul Koubek and Gary Wuchner; Re-Appoint Roger Soulanille and Gale Banks on the Wawona Town Planning Advisory Committee with Terms Expiring February 28, 2026

CA33. **Planning**

Accept Resignation and Recognize the Service of Art Baggett on the Merced River Trail Community Working Group

CA34. **Planning**

Re-Appoint Caroline McGrath, Candy O'Donel-Browne, Eileen Collins and Heather Huppe to the Midpines Planning Advisory Committee with Terms Expiring February 28, 2026

CA35. **Planning**

Accept Resignation and Recognize the Service of Nancy Cordero on the Code Compliance Advisory Committee

CA36. **Planning**

Re-Appoint James Rhodes to the Coulterville Planning Advisory Committee with a Term Expiring February 28, 2026

CA37. **Planning**

Approve Updated By-Laws of the Wawona Town Planning Advisory Committee (WTPAC)

CA38. **Planning**

Approve First Amendment to Agreement with Wallace, Roberts, and Todd LLC., Adjusting the Services, Budget, and Terms for Landscape Design and Engineering for the Mariposa Creek Parkway Phase I and II Public Access Enhancements and Riparian Restoration Project; and Authorize the Board of Supervisors Chair to Sign the Amendment

CA39. **Planning**

Re-Appoint Heath Harris to the Housing Program Advisory Committee with a Term Expiring February

DRAFT

28, 2027

CA40. **Planning**

Re-Appoint Greg Baxter, Margaret Rolfe, Jeff Cerioni and James Christian to the Fish Camp Town Planning Advisory Council with Terms Expiring February 28, 2026

CA41. **Public Works**

Authorize the Public Works Directors to Waive the Encroachment Fee of $206 for the Butterfly Parade on May 4, 2024, from 10:00 am to 11:30 am

CA42. **Public Works**

Decline the Option to Purchase Hanger #42 at the Mariposa/Yosemite Airport and Allow the Owner to Sell the Hangar to an Interested Party

CA43. **Public Works**

Approve an Agreement with Caltrans for the FY 23/24 Optional Federal Apportionment Exchange and State Match Program for the Regional Surface Transportation Program (RSTP) Funds; and Authorize the Director of Public Works and Transportation to Sign the Agreement

CA44. **Treasurer/Tax Collector/County Clerk**

Adopt Resolution Declaring the Certified Results of the Primary Election Held on Tuesday, March 5, 2024

E. Items removed from Consent Agenda

CA. 18 was Withdrawn and Rescheduled for May 7th, 2024, at 9:00 AM or soon thereafter by the Department.

CA. 3 was Withdrawn by the County Administrative Officer for further investigation.

CA18. **Health and Human Services Agency**

Approve First Amendment with Eloomi Increasing the Amount by $4,350 for a New Amount not to Exceed $60,003.50 for Additional Software Authoring Tool; and Authorize the Board of Supervisors Chair to Sign the Amendment

RESULT: WITHDRAWN and RESCHEDULED for MAY 7th, 2024, at 9 AM or soon thereafter.

CA3. **Administration**

Approve Budget Action for the Grand Jury Due to Unplanned Additional Investigation Expenses ($15,000) (4/5's Vote Required)

RESULT: WITHDRAWN

F. Departmental Presentation

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Shannon Hansen/Public Works Director gave a few project updates. She noted that the following week, Cals Trans would be coming to the Board with an update on their projects. She also highlighted the Parks and Recreation Division.

Joe Lynch/Health and Human Services Director, noted that on April 1st, 2024, the residents at the Frank Wilson encampment were given 30 days to leave. He further noted on May 1st, 2024, the camp will be closed permanently and restored to its previous condition. He noted there were roughly ten individuals at the encampment. Mr. Lynch switched gears and noted the Board would see a lot of ratification items from his agency. He noted there is generally a short time frame to accept funds, which is the reason for the ratification. Per Supervisor Forsythe's request, Mr. Lynch gave an overview of the history of the encampment.

Keri Kisela/Chamber of Commerce announced events that would be taking place over the upcoming weeks.

Jermey Briese/Sheriff noted for the month of March, there were 1,858 calls for service and 80 jail bookings. He highlighted the Sheriff's Foundation for its partnership with the Easter event. He also announced that Deputy Griz was introduced at the Easter event. He noted there are currently two missing individuals, Crystal Blackburn and Barbara Barnette; he noted the cases were not related. He told the listening public that if they knew anything, to contact the Sheriff's Office. He noted the Sheriff's Office would be opposing Senate Bill 1160 which would require every firearm to be annually registered. He also noted they would be opposing Senate Bill 1253. His last update was on a missing individual out of Merced, the individual was last seen on Cotton Creek Road, after leaving the Hornitos Enchilada Feed. He noted this is a recovery operation as they needed to bring in wreckers to get the vehicle out. He noted he felt this individual could have been located easier with proper air support. He noted he would be continuing his quest to get a helicopter for his operations.

Tony McDaniel/Director of the Communications Tourism Bureau, noted roughly a year ago that they launched a new website. He noted since the launch, they have won six awards on a national level. He noted they also won Best New Website by Word Press Engine. He noted they are doing great work for the community.

G. Public Comment on Non-Agenda Items

Public comment was received by Jeanne-Ann Pine/UC Master Gardeners noted the annual plant sale will take place on April 27th at 8:00 AM. She noted they have a lot of new items as well as a lot of used garden tools. She further noted there are over 700 tomato plants.

Mike Brusa noted he is a freedom advocate. He discussed how he felt the general government was oppressive. He discussed his disdain for the Hotel Feasibility study as well as the Short Term Rental study.

Jacob Faulder/Senator Alvarado-Gil Feld Staff noted he would be holding office hours in the library community room. He noted he also brought a legislative update on Senate Bill 945, Senate Bill 1088, and Senate Bill 1251.

? McReady/Resident wanted to address the Board as to what was being done with the School House on Darrah and Triangle. He asked if the Board could lease it to the 4-H children. He also noted there is a lot of graffiti on Snow Creek bridge.

Recess Board of Supervisors

10:20 AM Chair Menetrey recessed the Board of Supervisors meeting, and the Clerk of the Board read the Government Code 54952.3 announcement.

H. LOCAL TRANSPORTATION COMMISSION

10:21 AM Chair Forsythe called the meeting of the Local Transportation Commission to order.

Public Comment Period

None.

LTC Regular Agenda

1. **Public Works**

   Approve an Agreement with Caltrans for the FY 23/24 Optional Federal Allocation Exchange and State Match Program for the Regional Surface Transportation Program (RSTP) Funds; and Authorize the Executive Director of the Mariposa County Local Transportation Commission (MCLTC) to Sign the Agreement.

Jeannie Morvay-Clayton/Transportation Planning 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

Adjourn LTC

10:24 AM Chair Forsythe adjourned the Local Transportation Commission.

Reconvene as Board of Supervisors

10:23 AM Chair Menetrey reconvened the Board of Supervisors meeting and then recessed for a five-minute break and reconvened at 10:28 AM.

I. Regular Agenda Items

1. **Sheriff's Office**

   PUBLIC HEARING: Approve Sheriff's Office Annual Military Equipment Report for 2024

Chair Menetrey opened the public hearing. Sheriff Briese gave the staff report.

Public comment was received by Mike Brusa noted he did not agree on militarizing the police, but he believed the Sheriff should be given the tools he needs to do his job.

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Board discussion ensued.

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

10:51 AM Chair Menetrey closed the public hearing.

2. **Planning**

PUBLIC HEARING: Approve the Closeout of the Safety and Freedom Enhancement (SAFE) Business Relief Program Grant with Agreement #20-CDBG-PI-12004; and Authorize the Board of Supervisors Chair to Sign the Closeout Documents

Chair Menetrey opened the public hearing. Will Fassett/Community Design Planner gave the staff report.

Public comment was received by Mike Brusa, who noted this contributes to the trillion dollars spent a day, which is a situation that will not end well. He then discussed his disdain.

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

10:56 AM Chair Menetrey closed the public hearing.

3. **Planning**

Authorize the Ongoing Destruction of the Planning Department's Application and Research Files (Referred to as Parcel Information Files) and Code Compliance Files that are More than Two Years Old, and that are Deemed Closed, and Scanned and Stored Digitally

Steve Engfer/Planning Director, gave the staff report.

Public comment was received by Lorraine Freeman, who noted she believed this to be questionable activity. She noted she felt they would be destroying evidence against them and that there may be a pattern of dishonesty. She believed everything should be kept.

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

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4. **Public Works**

Receive Presentation by the Public Works Department on Revised Solid Waste and Recycling Facility Fee Schedule and Provide Direction on Implementation

Sam Cerveny/Deputy Director of Public Works gave a PowerPoint presentation.

Public comment received by Jeanne-Ann Pine noted that she felt this would cause more waste to be dropped on her road as people would not want to pay. She noted that she felt the cost should come from the general fund and not from increasing the fees.

Mike Brusa noted as someone who would have to pay, he is not unhappy with the service. He noted he is also not unhappy with the cost as he can see what he is paying for. He noted the board has decisions to make and previous decisions were made based on a march of folly that they now need to correct.

Michael Day/Resident of North County, noted that 13 years ago, a 60% increase was approved for the transfer stations in Don Pedro, Hornitos, Coulterville, and Fish Camp, and he was concerned that this was 80% over what they already paid.

Mr. Cerveny noted this increase is not for the transfer stations but for the landfill only.

Board discussion ensued.

DIRECTION: Staff is to come back to the Board to approve an item with a 50% increase the first year, 60% the second year, and 80% the third year and the increases will include CPI and after the third year fees will be approved by CPI yearly.

RESULT: DIRECTION GIVEN

5. **Administration**

TABLED from March 19th, 2024 to April 9th, 2024 at 9am or Soon Thereafter

Approve Hut Locations for Low-Level Network Design for LATA Broadband Network Project; and Authorize the Board of Supervisors Chair to Sign the Confirmation Letter

Dallin Kimble gave the staff report and noted that the State of California has noted that they are going to build the middle mile by the end of 2026. Mr. Kimble noted they received funds through Rural County Representatives of California (RCRC) to create a plan on how to build connections to individuals or houses. He noted that as part of the design, the county needs to identify "hut" locations.

Public comment was received by Jonathan Noel who asked if the locations have already been identified noting they shouldn't be in large, populated areas.

Michael/Sierra Tele (STI) Representative, who was the operations manager, noted they have invested $40 million into the middle and last mile projects. He noted the "hut" location sites indicated in the document are already project locations for Sierra Tele. He noted he felt it would be a misuse of funds to use tax funds to design a network that has already been designed.

Marilyn Saunders/Resident noted she has fiber to her door from STI. She noted she felt it was a duplication of

infrastructure and there is a dire need for infrastructure in other locations in the county.

Board discussion ensued. It was noted that this item was just to approve the locations, this is for potential use and does encumber the county. Supervisor Smallcombe noted she was not in favor of committing public land for possibly using public land for this purpose.

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

6. **Administration**

Approve the Modification of the Public Health Officer Position in the Health and Human Services Agency, Effectively Immediately

Chris Ferbrache/Human Resources gave the staff report. No public comment.

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

7. **Administration**

Approve the Use of the International Code Council's (ICC) Building Valuation Data Sheet for the Square Foot Construction Cost to be Updated Once a Year with the August Release

Dallin Kimble gave the staff report. No public comment. Rachelle Ziegenfuss/Planner gave an explanation to a question raised by Supervisor Poe.

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

8. **Board of Supervisors**

Appoint Corrina Miranda as the Acting Building Director at an Annual Salary of $142,257.74, Effective Immediately

Chair Menetrey gave the staff report. He made mention of a Job Classification Plan, he then read a quote from the plan and noted the amendments below that will need to be made.

Amendment 1 - Salary is to be set at $128,031.97
Amendment 2 - Appointment effective today; salary becomes effective May 10th.

Public comment was received by Steve Engfer/Planning Director, who thanked the Board for bringing this

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forward and looked forward to working with Corrina in this capacity.

Chair Menetrey noted all the qualifications and notifications Ms. Miranda has.

Item was adopted as amended with the above amendments.

12:52 PM the Board returned to this item after I.9, noting discrepancies to the salary effective date. County Counsel advised that the item could be rescinded and reconsidered since the meeting had not yet been adjourned.

Item was taken up for reconsideration.

Supervisor Forsythe moved the item and then withdrew his motion for further public comment.

Further public comment was received by Jonathan Noel who noted that 90% of salary after item I.9 sounded like the Board was playing favorites.

Lorraine Freeman/Resident noted Ms. Miranda had written legislation that was attempting to impose excessive fines. She noted she felt Ms. Miranda would be putting the County at risk has she has a history that is negative. Ms. Freeman alleged that Ms. Miranda impersonated a federal census officer to carry out code compliance inspections. She felt the Board needed to reconsider this decision.

Public comment was closed.

AMENDED: Approved to appoint Corrina Miranda as the Acting Building Director with a salary of $128,021.97, Effective immediately.

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

9. **Board of Supervisors**

Appoint Joe Lynch as the Acting County Administrative Officer (CAO) at an Annual Salary of $206,507.69, Effective May 11th, 2024

Chair Menetrey gave the staff report.

Public comment was received by Jonathan Noel, Sheriff Jeremy Briese, and Steve Engfer, support was expressed.

Board kudos were given.

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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J. Closed Session

Chair Menetrey noted the Closed session item had been withdrawn and would return on April 16th.

1. **Administration**

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

RESULT: WITHDRAWN and RESCHEDULED for APRIL 16th, 2024 at 9:00 AM or Soon thereafter

Report Out

None.

K. Board Information

Information received.

L. Adjournment

1:06 PM Chair Menetrey adjourned in memory of Evelyn Wilson, Raymond Westmoreland, Tim Marrison, Steve Kuryla, and Dorthy Maine.

Respectfully submitted,

Danielle Bondshu
Clerk of the Board

Miles Menetrey
Chair, Board of Supervisors

DRAFT

Mariposa County

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MILES MENETREY, CHAIR	**DISTRICT V**
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DANETTE TOSO	**DISTRICT III**

BOARD OF SUPERVISORS
ACTION SUMMARY MINUTES
APRIL 16, 2024

DRAFT

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

Chair Menetrey called the meeting to order.

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

B. Pledge of Allegiance

Chair Menetrey led the pledge.

C. Introductions

None.

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

Chair Menetrey read the consent agenda notice and noted that CA. Three and CA. 20 require a 4/5ths vote.

Public comment was received by Mike Brusa/Resident noted he comments on CA.1 regularly. He wanted to further discuss the Hotel Feasibility Study, noting it should not be the undertaking of the County and the government was getting involved in things it shouldn't. He further noted it is another instance of a march of folly. He then gave a history of the homes that use to be on Canary Row.

Jessica Mimnaugh/Victims Witness Supervisor, commented on CA. 5, Crime Victims Rights Week. She noted crime is writing in Mariposa County. She noted they saw a 35% increase over the last year. She further noted

this year's theme was “How would you help”, which was to get communities talking about how to be helpful to victims as well as being trauma-informed.

Supervisor Poe asked that CA. 15 be pulled for further discussion.

Chair Menetrey commented on CA. 6, recognizing the committees for the 26 sets of minutes received.

Supervisor Smallcombe commented on CA. 10 and asked that the Water Agency Advisory Board come back with their annual report for information regarding the Draft Resiliency Task Force (DRTF).

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. **Administration**

Receive the List of Budget Actions Approved by the County Administrative Officer (CAO) and County Auditor Pursuant to California Government Code Sections 29125 and 29130 and the County Budget Control and Fiscal Management Policy

CA3. **Administration**

Approve Budget Action for the General Liability Insurance Fund Recognizing Additional Fund Balance ($29,558) (4/5's Vote Required)

CA4. **Board of Supervisors**

Proclaim the Month of May 2024 as "Older Americans Month"

CA5. **Board of Supervisors**

Proclaim the Week of April 21st through April 27th, 2024, as "Crime Victims' Rights Week"

CA6. **Clerk of the Board**

Receive Minutes of the Committees Established by the Mariposa County Board of Supervisors Pursuant to Resolution 22-115, Section 10.2

CA7. **Clerk of the Board**

Receive the List of Software as a Service License Agreements Entered into by the County Administrative Officer (Purchasing Agent) Pursuant to Resolution 22-116 Entered Into, Received, and Processed in March of 2024

CA8. **Clerk of the Board**

DRAFT

Receive the List of Agreements Entered into by the County Administrative Officer (CAO) (Purchasing Agent) Pursuant to County Code Chapter 3.08, Entered Into, Received and Processed in March of 2024

CA9. **Clerk of the Board**

Receive the List of Agreements Entered into by the Mariposa County Department Heads (Assistant Purchasing Agents) Pursuant to County Code Chapter 3.08 Entered Into, Received and Processed in March of 2024

CA10. **Clerk of the Board**

Receive the Committee's Annual Written Reports Pursuant to Resolution 22-637

CA11. **Planning**

Appoint Kristina Rylands to the Merced River Trail Community Working Group as a Member Representing the Trail Advocate and Outdoor Recreation Enthusiast Category to Fill a Remaining Term Expiring February 28, 2025

CA12. **Planning**

Approve and Adopt The Hotel and Conference Center Feasibility Study

CA13. **Planning**

Appoint Danielle Bradshaw to the Housing Program Advisory Committee with a Term Expiring February 28, 2027

CA14. **Public Works**

Approve Second Amendment with GPA Consulting for Environmental Services on Darrah Bridge to Extend the Term of the Agreement to June 30, 2025; and Authorize the Board of Supervisors Chair to Sign the Amendment

CA16. **Public Works**

Adopt a Resolution Accepting a Grant Deed From the Estate of Jack G. Kirk, Conveying Property Needed For Construction of the Buckeye Road Over Mariposa Creek Bridge Project (Br. No. 40C0036); Approve an Agreement for Acquisition of Property; Authorize the Board of Supervisors Chair to Sign the Agreement; and Authorize the Auditor to Submit Payment to Inter-County Title Company for $2,599

CA17. **Public Works**

Appoint Will Atkinson to the Parks and Recreation Commission Representing District V with a Term Expiring April 9, 2028

CA18. **Public Works**

Approve Change Order No. 1 with Williams Excavation, Inc. Increasing the Amount by $126,442.68, for

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a New Amount Not to Exceed $893,542.68, for the West Whitlock, Jerseydale, and Wawona Storm Repair Project; and Authorize the Board of Supervisors Chair to Sign the Change Order

CA19. **Sheriff's Office**

Approve One Over-Hire Custodial Deputy Position, Effective June 1, 2024

CA20. **Sheriff's Office**

Accept Grant Award from the Hazard Mitigation Grant Program; Prepare CA Match in the Amount of $185,640 for Phase I of the Mariposa Creek Way Hazardous Fuels Reduction Project; Authorize the Sheriff to Sign Grant Agreement; Authorize the Public Works Director to Execute all Remaining Documents Necessary to Secure and Implement the Grant (Subject to Approval as to Legal Form by County Counsel); and Approve Budget Action Recognizing Unanticipated Revenue ($185,640)

E. Items removed from Consent Agenda

CA15. **Public Works**

Adopt a Resolution Verifying County-Maintained Road Mileage

Supervisor Poe asked for this item to be pulled for further discussion. He thanked Director Hansen and the North County Crew.

Shannon Hansen/Public Works Director noted the roads and bridges manager is working on an assessment of the roads. She noted that once done, they will have conversations with Supervisors about recommendations and bring a revised list next year. In response to a question from Supervisor Poe, she noted the county would need to invest $10 million each year to get the roads in good condition.

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

F. Departmental Presentation

Steve Ward/Cal Fire/Mariposa County Fire Division Chief noted as of April 15th they have transitioned out of the Amador agreement and will begin fully staffing stations. He also noted as of May 1st, burning permits will be required.

Dallin Kimble/County Administrative Officer, noted they are getting ready for a two-day budget discussion. He noted for the listening public that those dates were posted online. He announced with excitement that the State travel plan will be rolled out as well as announced a reminder about earmark request deadlines. He noted they did submit an earmark request to Senator Butler for the 6th Street Bridge. Mr. Kimble noted this was his last regular board meeting before he moved on to another opportunity in Prescott, Arizona. He noted he was extremely proud of his team, his time here, and the people.

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G. Public Comment on Non-Agenda Items

Public comment was received by Jonathan Noel/Resident noted his complaint is that the County has waited 18 years to raise prices, he noted he blames the previous and current Board members. He noted everything was in the red. He noted he doesn't get raises every year. He expressed that this is disturbing, and he is not happy.

Mike Brusa noted that he is a freedom advocate. He noted that when the government gets involved, it messes up everything. He noted that the Government doesn't do well with long-term planning. He then discussed the market system and entrepreneurship.

H. Board Recognitions

1. **Planning**

   Acknowledge the Service of the AmeriCorps NCCC Crew for Three Months of Work in Mariposa County

Will Fassett/Community Design and Development Planner noted the crew of seven young people was sponsored by the County and worked with seven different partner programs. He then highlighted their accomplishments.

Connor Hill,/Team Leader, thanked the Board and noted the open armed community has been a great motivation. He noted they worked hard to meet their goals. He noted this place is known for its beauty but for him, it will be known for the community,

Public comment was received by Barbara Coan/Fire Safe Council, who noted she worked with this crew to assist disabled citizens with creating fire clearance on downhill slopes. She acknowledged the crew for their hard work and persistence, noting the real value and hope they bring that she hopes continues.

Jeanne-Ann Pine/Master Gardeners noted each one of the young people was incredible. She noted in rain and snow they were shoveling and working. She was excited to see some of the flowers they planted in the demonstration garden coming. She expressed her joy in working with them.

Jacob Hawley/Visitors Center noted they did a great job in front of the visitor's center. He said the crew was positive and thanked the group who brought them in.

Alison Lee-Deak/Fire Advisor UCCE recognized the work of the crew and noted its been a joy to work with them.

Chair Menetrey presented the crew with certificates of appreciation.

RESULT: PRESENTATION HELD

Recess Board of Supervisors

9:59 AM Chai Menetrey recessed the Board, and the Clerk of the Board read the announcement.

DRAFT

I. LOCAL TRANSPORTATION COMMISSION

10:00 AM Chair Forsythe called the meeting of the Local Transportation Commission to order.

Public Comment Period

None.

LTC Regular Agenda

1. **Public Works**

Recognize Council Members' Debra Bacellos, Jordan Van Delden, and Kelly Taute for their Past Service on the Social Services Transportation Advisory Council; and Appoint Erick Hanneman as Social Service Transportation Provider and Rachel Nabors as Social Service Transportation Provider with a Three (3) Year Term Ending April 16, 2027

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

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

Adjourn LTC

10:03 AM Chair Forsythe adjourned the LTC meeting.

Reconvene as Board of Supervisors

10:03 AM Chair Menetrey reconvened the Board of Supervisors meeting.

J. Regular Agenda Items

1. **Public Works**

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

Shannon Hansen introduced Brian Hooker/District 10 Cal Trans Partner. Mr. Hooker gave the Clerk of the Board a hand and updated the Board on current projects. No public comment. Board discussion ensued.

RESULT:	PRESENTATION HELD

2. **Planning**

Approve Sixth Amendment with Mintier Harnish Planning Consultants Increasing the Amount by $41,000 for a New Amount not to Exceed $358,995 for FY 2023-2024 for preparation of the

DRAFT

Development Code; Authorize the Board of Supervisors Chair to Sign the Amendment.

Steve Engfer/Planning Director, gave the staff report and introduced Jim Harnish/Principal Owner Mintier Harnish , and Michael Gibbons/Mintier Harnish, who gave a PowerPoint presentation.

Public comment was received by Mike Brusa who noted there was no way to wade through thousands of policies and be comprehensive. He discussed how he felt this was another document for the county to use to continue to be a monopoly.

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

3. **Clerk of the Board**

Approve the Financial Management Calendar for 2024, Setting Hard Deadlines for Legislative, Codified, and/or Policy Required Reports

Board returned to this item after closed session.

12:24 PM Danielle Bondshu/Clerk of the Board gave the staff report. No public comment.

Board asked the Clerk of the Board to come back to discuss one item in which the Board passed an ordinance in 1947 that is still currently in play.

Further Board discussion ensued.

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

K. Closed Session

Chair Menetrey noted they would return to Regular Agenda item 3 after the closed session. He then read the closed session item. No public comment.

10:59 AM Chair Menetrey recessed the Board into a closed session.

1. **Administration**

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

RESULT:	CLOSED SESSION HELD

Report Out

DRAFT

12:23 PM Chair Menetrey reconvened and reported that information was received and direction was given. He then noted they would return to Regular agenda item 3.

L. Board Information

None.

M. Adjournment

12:31 PM Chair Menetrey adjourned in memory of Bernie McDaniel and William Freeman.

Respectfully submitted,

Danielle Bondshu
Clerk of the Board

Miles Menetrey
Chair, Board of Supervisors

DRAFT

Mariposa County

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

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

BOARD OF SUPERVISORS
ACTION SUMMARY SPECIAL MEETING MINUTES
APRIL 30TH AND MAY 1ST, 2024

DRAFT

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

Chair Menetrey called the special meeting to order, noting this special meeting spans two days.

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. Study Session

No public comment.

1. **Administration**

Budget Study Session Regarding Fiscal Year 2024-2025 (FY25) Budget Requests

Dallin Kimble/County Administrative Officer began the Study Session at 9:04 AM. Jermey Briese/Sheriff gave his presentation beginning at 9:22 AM. Catherine Lopez/District Attorney's Office, gave their presentation at 9:48 AM. Chair Menetrey, at 9:51 AM, opened for public comment, but none was received. Ryan Oliphant/Chief Probation Officer gave their presentation at 10:07 AM.

Chair Menetrey opened for public comment. Public comment received by Pete Judy/a District 4 resident, commented about the whiteboard process, noting it was valuable.

10:47 AM Chair Menetrey recessed the Board until 1:00 PM.

1:00 PM Chair Menetrey reconvened for the second round, which included the Planning Department, the Agriculture Commissioner, the Building Department, the Assessor-Recorder and the Fire Department. No public comment on this group's requests.

2:44 PM Chair Menetrey recessed the Board and reconvened at 3:00 PM for Public Works PowerPoint presentation.

4:28 PM Chair Menetrey recessed the Board and noted they would reconvene at 9:00 AM the following morning.

May 1st, 2024 Chair Menetrey reconvened the special meeting at **9:00 AM**, due to technical issues the audio was not working properly until 9:38 AM. Colleen Rhodes noted this, and Luisd Mercado/Auditor gave his presentation for a third time to ensure the listening public could hear him at 9:41 AM. Public comment was received by Colleen Rhodes.

Danielle Bondshu/Clerk of the Board gave her budget request presentation at 10:07 AM. Public comment was received by Colleen Rhodes. Steve Dahlem/County Counsel gave his budget presentation at 10:16 AM. No public comment. Courtney Progner-Morrow/Tax Collector/County Clerk/Treasure gave her presentation. No public comment. Dallin Kimble/County Administrative Officer gave a PowerPoint presentation at 10:35 AM. No public comment.

11:19 AM Chair Menetrey recessed the Board and reconvened at 11:29 AM.

Matt Johnson/Librarian gave his presentation at 11: 30 AM. No public comment. Fadzayi Mashuri/University Cooperative Extension (UCCE) gave her budget presentation at 11:44 AM. No public comment.

12:04 AM Chair Menetrey recessed the Board until 1:00 PM.

1:00 PM Chair Menetrey reconvened. Jeff Witthun/Child Support Services gave his presentation at 1:02 PM. No public comment. Joe lynch/Health and Human Services Agency Director gave his budget presentation at 1:22 PM. No public comment.

2:14 PM the study session concluded.

RESULT: PRESENTATION HELD

D. Closed Session

Chair Menetrey read the closed session item. No public comment.

2:16 PM Chair Menetrey recessed the Board into closed session.

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3:37 PM Chair Menetrey reconvened the meeting and noting during the closed session, information was received, and direction was given.

1. **Administration**

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

RESULT: CLOSED SESSION HELD

E. Adjournment

3:37 PM Chair Menetrey adjourned the special meeting.

Respectfully submitted,

Danielle Bondshu
Clerk of the Board

Miles Menetrey
Chair, Board of Supervisors

DRAFT

Mariposa County

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

BOARD OF SUPERVISORS
ACTION SUMMARY MINUTES
MAY 14, 2024

DRAFT

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

Chair Menetrey called the meeting to order.

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

B. Pledge of Allegiance

None.

C. Introductions

Suzette Prue/John C. Fremont Healthcare District gave an update on the new hospital construction project and then introduced Pat Ryan/Force 10 Project/Interim CEO for JCF, who introduced herself.

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

Chair Menetrey noted the Water Agency Board items, agenda section K. have been withdrawn. He also noted CA. 21 has been withdrawn. He then read the consent agenda note, CA. 29 pulled for a stand-alone vote. He noted CA. 2, CA. 15, CA. 16, CA. 18, and CA. 28 all required a 4/5ths vote.

Steve Engfer/Planning Director commented on the Trails Day item. He noted there would be guided nature walks beginning at 8:00 AM at both the Creek Parkway and Stockton Creek Reservoir. He noted there was a flyer being circulated that has a QR code for further information.

Sheila Baker/Behavioral Health Deputy Director/Mental Health Director, spoke briefly on CA. 11, noting it was Mental Health Awareness Month. She stated nearly 1 in 5 adults have a mental illness, she noted it is rare to find a family untouched. She noted mental health is not a weakness, choice, or character flaw. She noted for those who need assistance, to call or text 988 or call 209-966-7000 for assistance.

Mike Brusa/Resident commented on CA.1 as well as CA.6. He congratulated Mr. Lynch and noted he had a great deal of respect for Mr. Lynch. He spoke on the things he likes about Mr. Lynch the most. He then discussed his issues with government emergency powers noting they are predatory actions.

Mike Guenther/Resident commented on CA. 29 noting he wanted more information on the item. He then commented on CA. 37 and asked if the $200,000 is for Tuolumne County since some of the property is located in their County.

Chair Menetrey closed public comment.

Steve Dahlem/County Counsel commented, noting item CA. 37 should be withdrawn and come back at a later date.

Supervisor Smallcombe commented on CA. 18, thanking the Health and Human Services staff for moving this item forward.

Chair Menetrey commented on CA. 3 noting all staff should take advantage of this contract if they are having difficulties with Oracle.

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

CA1. **Health and Human Services Agency**

Resolution Continuing a Shelter Crisis Local Emergency in Mariposa County

CA2. **Administration**

Approve Budget Action Increasing Indigent Defense Funding and Decreasing General Fund Contingency to Balance the Fund ($40,000) (4/5's Vote Required)

CA3. **Administration**

Approve an Agreement with Graviton Consulting Services in the Amount of $246,000 for Managed Services Support of County Enterprise Resource Planning System; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA4. **Administration**

Approve First Amendment to the Agreement Scope for Visitor Center Services in Mariposa; and Authorize the Board of Supervisors Chair to Sign the Agreement

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CA5. **Administration**

Amend the Previous Designation for Corrina Miranda from Acting to Interim Building Director; and Set Her Salary at 100% of the Previous Building Director's Salary, Which is $142,257.74, Effective April 9th, 2024

CA6. **Administration**

Amend the Title for Joe Lynch from Acting County Administrative Officer to Interim County Administrative Officer, Effective May 11th, 2024

CA7. **Administration**

Approve Lease Agreement for Real Property at 5300 Highway 49 in Mariposa with Quest Diagnostics; and Authorize the Board Chair to Sign the Agreement

CA8. **Administration**

Approve an Agreement with Quest Diagnostics for Pre-Employment Drug Screening, Effective Immediately; Automatically Renew Agreement Until it is Requested to be Terminated; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA9. **Board of Supervisors**

Ratify a Letter of Support for Senate Bill 1222 (Chair Menetrey)

CA10. **Board of Supervisors**

Proclaim the Month of May 2024, as "Foster Care Month"

CA11. **Board of Supervisors**

Proclaim the Month of May 2024 as "Mental Health Awareness Month"

CA12. **County Counsel**

Approve Legal Services Agreement with Wanger Jones Helsley, PC to Represent the County of Mariposa in the Complaint Filed in the Estate of Edward LaFrances, et al. v. County of Mariposa, et al.; and Authorize the Chair of the Board of Supervisors to Sign Agreement

CA13. **Fire**

Adopt Amended By-Laws for Mariposa County Fire Advisory Committee (MCFAC) to Update the Membership and Term of Office Sections

CA14. **Fire**

Requesting Board Approval to Start a Mandatory 45-Day Public Comment Period for Recommended Title III Funding Proposals from the Secure Rural Schools and Community Self-Determination Act of 2000; 45-Day Comment Period will End June 21, 2024

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CA15. **Health and Human Services Agency**

Accept Grant Award from the National Environmental Health Association - US Food and Drug Administration (NEHA - FDA RFFM); and Approve Budget Action Increasing Revenue and Appropriations in the Environmental Health Department Budget to Recognize the Grant Funding ($19,000) (4/5ths Vote Required)

CA16. **Health and Human Services Agency**

Approve a Second Amendment with Area 12 Agency on Aging; Authorize the Board of Supervisors Chair to Sign the Amendment; and Approve Budget Action Increasing Revenue and Appropriations in the Nutrition Services Budget Receiving Unanticipated Funds ($8,500) (4/5ths Vote Required)

CA17. **Health and Human Services Agency**

Approve an Agreement with Crestwood Behavioral Health, Inc. in the Amount of $85,000 for Inpatient Services; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA18. **Health and Human Services Agency**

Approve Budget Action Increasing Revenue and Appropriations Recognizing Grant Funds in the Health and Human Services Agency Future of Public Health (FoPH) Grant Budget for Fiscal Year 23/24 Budget ($333,579) (4/5ths Vote Required)

CA19. **Health and Human Services Agency**

Approve First Amendment with Davis Guest Home Increasing the Amount by $110,000, for a New Amount not to Exceed $560,000, for Personalized Residential Care Services; and Authorize the Board of Supervisors Chair to Sign the Amendment

CA20. **Health and Human Services Agency**

Approve an Agreement with Alura Workforce Solutions for Direct Hire; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA22. **Health and Human Services Agency**

Approve First Amendment to the California Department of Aging Access to Technology Grant to Amend the Work Performance Period from a 27-Month Performance Period to a 21-Month Performance Period, with a New End Date of September 30, 2024; and Authorize the Board of Supervisors Chair to Sign the Amendment

CA23. **Health and Human Services Agency**

Approve First Amendment with the County of Calaveras and County of Mariposa for Implementing the Joint Exercise of Powers (JPA) Agreement for the Economic Opportunity Act of 1964; and Authorize the Board of Supervisors Chair to Sign the Amendment

CA24. **Health and Human Services Agency**

DRAFT

Approve Second Amendment with Infant Child Enrichment Services (ICES) Increasing the Amount by $25,000, for a New Amount Not to Exceed $225,000, for Child Care Services: and Authorize the Board of Supervisors Chair to Sign the Amendment

CA25. **Health and Human Services Agency**

Appoint Matt Johnson to First 5 of Mariposa County as Community Member at Large for a Three-Year Term, Expiring May 7, 2027; and Re-appoint Erin Vereschagin as Superintendent of Mariposa County Unified School District Designee, for a Three-Year Term, Expiring May 7, 2027

CA26. **Health and Human Services Agency**

Approve an Agreement with the County of El Dorado Psychiatric Health Facility in the Amount of $225,000 for Inpatient Services; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA27. **Planning**

Declare Mariposa County Trails Day (MCTD) with Guided Nature Walks on June 1, 2024 as a County-Sponsored Event

CA28. **Public Works**

Approve an Agreement with Sierra Communications & Construction Inc. for Ranchito Drive Emergency Repair Project in the Amount Not to Exceed $65,000; Authorize the Board of Supervisors Chair to Sign the Agreement; and Find the Project Meets All Emergency Requirements Pursuant to the Public Contract Code Section 22050 and that the Emergency did not Permit a Delay Resulting from a Competitive Solicitation for Bids, and that the Action was Necessary to Respond to the Emergency($65,000) (4/5th Vote Required)

CA30. **Public Works**

Make a Determination in Accordance with County Purchasing Policy that Sole Source Procurement of Bridge Materials from ACROW is Consistent with the Provisions of Public Contract Code Section 3400(C)(2) to Match Similar Materials in the County; and Authorize the Director of Public Works and Transportation to Purchase Bridge Materials for Interim Repairs to the Indian Peak Road Bridge over Italian Creek

CA31. **Public Works**

Rescind Resolution No. 2024-142; Approve an Agreement with Caltrans for 2023/2024 Optional Federal Apportionment Exchange and State Match Program for the Regional Surface Transportation Program (RSTP) Funds; and Authorize the Director of Public Works and Transportation to Sign the Agreement (Subject to Approval as to Form by County Counsel)

CA32. **Public Works**

Authorize the Public Works Director to Waive the Encroachment Fee of $206 for the Military Appreciation Banner Program for the Town of Coulterville

DRAFT

CA33. **Public Works**

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

CA34. **Public Works**

Adopt a Resolution Authorizing the FY 2024/2025 Senate Bill 1 (SB 1) Road Maintenance and Rehabilitation Account (RMRA) Funding; and Authorize the Director of Public Works and Transportation to File the Resolution and Project List with the California Transportation Commission

CA35. **Public Works**

Approve Updated By-Laws of the Parks and Recreation Commission

CA36. **Treasurer/Tax Collector/County Clerk**

Approve Annual Authority of the Treasurer to Invest and Reinvest Funds of the County and Funds of the Other Depositors Pursuant to Government Code Sections 27000.1 and 53607

E. Items removed from Consent Agenda

CA21. **Health and Human Services Agency**

CONTINUED from April 9th, 2024, to May 7th, 2024, at 9:00 AM or soon thereafter - May 7th, 2024, was canceled; Item was moved to May 14th, 2024

Approve First Amendment with Eloomi Increasing the Amount by $4,350 for a New Amount Not to Exceed $60,003.50 for Additional Software Authoring Tool; and Authorize the Board of Supervisors Chair to Sign the Amendment

RESULT: WITHDRAWN

CA29. **Public Works**

Approve an Agreement with Yosemite Falls Inc. for the Coulterville Drought Relief Project in the Amount of $955,463; and Authorize the Board of Supervisors Chair to Sign the Agreement

Chair Menetrey noted this item was pulled for a separate vote. Supervisor Forsythe recused himself and left the room at 9:32 AM.

Public comment was received by Mike Gunther, who asked if the figure was a part of the grant. He also asked when the official start date. He noted the Coulterville residents didn't get information and asked that some could be provided that he could share.

Jonathan Noel/Resident felt a good chunk of the amount was being spent of Yosemite Falls.

Shannon Hansen/Public Works and Transportation Director noted this is phase one of the project. She stated it would include 3 test wells, road construction, and drilling. She also noted this is completely grant-funded.

In response to Supervisor Poe, Director Hansen noted that the three test sites are exploratory, and if water is

DRAFT

found, Public Works would go back out for bids for the connection to the tank, generator, and existing wells. She also hoped this would be completed within a year.

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

CA37. **County Service Area 1-M**

Approve an Agreement to Sell Surplus Real Property (Mariposa County APN 001-030-001 and Tuolumne County APN 071-120-011) in the Lake Don Pedro Area to the Keller Family Trust at the Agreed-Upon Price of $200,000; and Authorize the Board Chair to Sign the Agreement and Any Documents Needed to Complete the Sale (Subject to Approval as to Legal Form)

RESULT: WITHDRAWN

F. Departmental Presentation

Shannon Hansen gave an update, noting in partnership with Cal Trans, there will be two free dump days. One will be held on May 25th at the Don Pedro Transfer Station, and the other will be held on June 8th at the Mariposa Landfill. She noted Parks and Recreation is gearing up to open up registrations for its various programs. She also announced that if anyone is looking for a summer job, they are still hiring. She emphasized that lifeguards are still needed. Director Hansen moved on to the Economic Development Administration (EDA) program, noting they would be beginning phase 2. She noted bid opening will take place at 2:00 PM on this day. Director Hansen also briefly updated the Triangle Roade project with PG&E.

Gil Peirsol/California Highway Patrol Commander expanded on the Highway 140 paving project. He noted the work is supposed to be done at night, but subcontractors have a way of doing things. He noted that in his conversations with Cal Trans, there have been discussions about undue traffic concerns. He noted he is aware of the concerns with traffic issues in town.

Jeremy Briese/Sheriff noted over the past weekend, it was the Pow Wow. He also noted that May 6th was the 46th Annual California Peace Officers' Memorial Ceremonies, which hundreds of thousands of law enforcement officers attended. He said that criminals are criminals and we must keep our law enforcement safe. He noted he goes through the end-of-the-night reports and is seeing an uptick in crime, such as assault on people and officers. He noted meth is currently cheap, and they are trying to deal with it with a proactive approach. He noted the Marijuana Enforcement Team (MET) is being tamped up. He noted they already have a long list of intel from flooded tip lines. He noted several guys are willing to sacrifice their days off to help in this effort. Sheriff Briese announced they had already hit eight locations, arrested four individuals, and confiscated three weapons. He noted it was a busy time. He switched gears and noted his good friend is the developer of the Sheriff's Application; He was able to assist in getting it to Mariposa County; he noted that the app has information tabs, and visitors can download and receive emergency alerts. He also introduced Anne-Marie, the developer's daughter who is staying with the Briese Family; she is currently finishing up at

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Mississippi University and has volunteered her time to assist Mariposa County.

Dr. Kristina Keheley/Division Director of Health Services, wanted to highlight how busy HHSA is from January through April. She noted there has been a 70% increase in crisis calls and noted they respond to every call. She noted HHSA partners with the Sheriff's Office on these. She noted hospitalizations have increased. She highlighted the work of her team.

Joe Lynch/Health and Human Services Director/Interim County Administrative Director, gave an update on the Frank Wilson Encampment. He thanked all the County and Local partners who helped get the camp closed and cleaned up. He noted that everything is progressing well with the new North County HHSA building. He noted he hoped for a fall opening.

Jonathan Farrington/Yosemite Mariposa Tourism Bureau Executive Director, noted that they recently completed the economic development-driven video for the County. He noted that it represents the Community and was a lot of work. He thanked all the individuals who appeared in the video and those who helped create it. He noted Mariposa is the second highest in the Transient Occupancy Tax (TOT) collection. He noted that the Tourism Bureau tends to do a lot of public relations. Lastly, he announced that there would be an upcoming meeting for the Yosemite Gateway Partners at the Miners Inn.

Jacob Hawley/Chamber/Visitors Center added he loved the Tourism Bureau video. He added Glacier Point Road is now open. He noted he was hoping Yarts would help in filling things. He noted there is now a Park Ranger at the Visitors Center. He also noted they are at 7,000 + visitors which is slow growth.

Danielle Bondshu/Clerk of the Board gave an update on Assemblyman Patterson, who will be presenting a Resolution to two of the Board members on May 31st, 2024, at 1:30 PM in front of the Courthouse.

G. Public Comment on Non-Agenda Items

Jonathan Noel commented on the roadwork done in his area. He noted they did a great job.

Mike Brusa noted he doesn't speak to get a response. He then discussed meta log as well as the Boston Tea Party. He ended his comment by stating people have a right and duty to insurrection.

Mike Guenther noted he is the Chair of the Water Agency Advisory Board, and wanted to put a face to the name. He noted they have a good group of people.

H. Board Recognitions

1. **Board of Supervisors**

   Proclaim the Month of May 2024, as "Community Action Awareness Month" and "Recognize Calaveras-Mariposa Community Action Agency"

Staci Johnston/Calaveras Mariposa Community Action Agency (CMCAA) thanked the Board and noted they have been serving since 1991. She noted they have been working with the Board of Mariposa County. She noted they provide support to housing programs in various ways, including comfort and care and disaster response. She excitedly noted that they hosted the first 2024 Food Insecurity Summit, which was successful. She acknowledged the Mariposa members who were on the board and participated. She thanked the Board

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for this proclamation and recognition.

Public comment was received by Joe Lynch who noted he had the opportunity to attend the summit. He further noted as a County we are invested in helping our community.
Supervisors Smallcombe and Forsythe commented and gave kudos.

Chair Menetrey moved to the floor and presented Ms. Johnston with the proclamation.

RESULT: PRESENTATION HELD

I. Regular Agenda Items

1. **Health and Human Services Agency**

Ratify the Approval of Acceptance of the Cal OES (Governor's Office of Emergency Services) 2023-24 Hazardous Materials Emergency Preparedness (HMEP) Planning Subgrant Program; and Approve the Budget Action Increasing Revenue and Appropriations in the HMAP-OES State Revenue ($19,156) (4/5 Vote Required)

Dr. Kristna Keheley introduced Carolyn Coder/Environmental Health Manager, who gave the staff report. No public comment.

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

2. **Library**

Adopt a Patron Conduct and Facility Use Policy for Mariposa County Library, Effective Immediately

Matt Johnson/Librarian 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

3. **Administration**

Approve the Creation of a Certified Law Clerk Classification in the District Attorney Department, Effective Immediately

Chris Ferbrache/Human Resources gave the staff report. No public comment.

RESULT: **Adopted (UNANIMOUS)**
MOVER: District I Supervisor Rosemarie Smallcombe
SECONDER: District II Supervisor Shannon Poe

DRAFT

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

4. **Administration**

Approve the Modification of the County Health Officer Position Allocation from a Full Time Position (100%) to a Part Time Position (50%) to Reflect the Non-Pandemic Workload of the County Health Officer Position in the Health and Human Services Agency, Effective Immediately

Joe Lynch 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

Recess Board of Supervisors

10:48 AM Chair Menetrey recessed the Board of Supervisors meeting, and the Clerk of the Board read the Government Code 54952.3 Announcement

Announcement Pursuant to Government Code 54952.3

J. LOCAL TRANSPORTATION COMMISSION

10:49 AM Chair Forsythe called to order the Local Transportation Commission (LTC) meeting.

Public Comment Period

None.

LTC Regular Agenda

1. **Public Works**

Adopt a Resolution Approving Submission of Application and Necessary Documents Pertaining to the Federal Transit Administration (FTA) Section 5311 Program (Operating Assistance) Funds; and Authorize the Local Transportation Commission Executive Director to Sign the Application and Necessary Documents to Implement the Section 5311 Grant (Subject to Approval as to Form by County Counsel)

Jeannie Morvay-Clayton/Transportation Planner, 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

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Toso, District IV Supervisor Forsythe, District II Supervisor Poe

2. **Public Works**

Approve Transportation Planning Overall Work Program (OWP) for FY 2024-25; and Authorize the Mariposa County Local Transportation Commission (LTC) Executive Director to Sign and Submit the Overall Work Program Agreement (OWPA), Planning Process Certification, Certifications and Assurances Documents, and the Debarment and Suspension Certification (Subject to Approval as to Form by County Counsel)

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

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

Adjourn LTC

10:53 AM Chair Forsythe adjourned the LTC meeting.

K. WATER AGENCY BOARD

Chair Menetrey announced that the Water Agency Board meeting had been withdrawn.

Public Comment Period

WATER AGENCY BOARD REGULAR AGENDA

1. **Clerk of the Board**

Selection of a Director to act as the Water Agency Board Chair for 2024

RESULT: WITHDRAWN

2. **Clerk of the Board**

Selection of a Director to act as the Water Agency Board Vice-Chair for 2024

RESULT: WITHDRAWN

3. **Public Works**

Accept the Resignation and Recognize the Service of Art Baggett; Re-Appoint Michael Martin to the Water Agency Advisory Board as an Alternate Member with a Term Expiring April 16, 2027

RESULT: WITHDRAWN

4. **Public Works**

DRAFT

Approve Updated By-Laws of the Water Agency Advisory Board

RESULT: WITHDRAWN

Adjourn Water Agency Board

Reconvene as Board of Supervisors

10: 53 AM Chair Menetrey reconvened the Board of Supervisors meeting,

L. Closed Session

10:54 AM Chair Menetrey read all three closed session items. No public comment on any of the closed session items.

10:55 AM Chair Menetrey recessed the Board into closed session.

1. **Administration**

CLOSED SESSION: CONFERENCE WITH REAL PROPERTY NEGOTIATOR: Description of Real Property: 4802 Highway 140 in Mariposa (APN: 012-180-055): Agency Negotiator: Joe Lynch: Negotiating Parties: Mariposa County Unified School District (Jeff Aranguena / Kiersten Wight): Closed Session will Concern Price and Terms of Purchase/Lease

RESULT: CLOSED SESSION HELD

2. **Administration**

CLOSED SESSION: Conference with Labor Negotiators: Name of County Designated Representative: Shelline Bennett: Employee Organization: Mariposa County Managerial/Confidential Organization (MCMCO); and Service Employees International Union (SEIU)

RESULT: CLOSED SESSION HELD

3. **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

Report Out

2:00 PM Chair Menetrey reconvened and reported that for closed session item 1, information was received, and direction was given. For closed session item 2, information was received, and for Closed session item 3, by unanimous vote, the board took action to reject C 24-1.

M. 2:00 PM Reconvene

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1. **Public Works**

Public Hearing: To Consider Adoption of a Resolution Approving Adjustment to the Solid Waste and Recycling Facility Fee Schedule, Effective July 1, 2024, July 1, 2025, and July 1, 2026, Along with a Formulated Approach for Subsequent Fee Adjustments

Sam Cerveny/Deputy Director of Public Works gave the staff report.

Public comment was received by Mike Brusa who noted all the prices in Pioneer market had gone up. He noted he bought gas for his chainsaw and it was $40. He noted he is not compelled to purchase from any one person. He noted the issue is a poor manager of money.

Jonathan Noel commented, noting he felt they do not have a choice in this. He noted the last time this report was given; it was noted the Board had continuously "kicked the can down the road." He expressed he was disgusted and appalled.

Board discussion ensued.

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

2. **Planning**

Discussion and Direction Regarding the Mariposa County Code Compliance Program

Steve Engfer/Planning Director, and Corrina Miranda/Interim Building Director, gave the staff report and PowerPoint presentation.

Public comment was received by Kris Casto/Code Compliance Advisory Committee (CCAC) member thanked staff and noted it is nice to see the fruit of their labor. She noted these changes are a good way to begin getting things cleaned up, and this is one topic on the CCAC's plate as it will help with building without permits (BWOPS). She noted its important the CCAC gets definitions as she is unclear as to what a nuisance is defined as. She noted public engagement is needed and encouraged.

Jeanne-Ann Pine/Resident noted this was mainly in regards to buildings; she asked about fire prevention and overgrown parcels. She noted when she thinks of Code Compliance, she thinks of areas on her road with unmanaged parcels that are a fire hazard to the neighborhood.

Mike Brusa noted that the issue with putting things in a "box" is that there will be no transparency. He noted that people appreciate compliance if they fall into the context of compliance. He noted that the County would again be a monopoly in this situation. He noted the problem will never be solved. He then discussed his childhood home. He then repeated the statement "We can't go against California Building Code" made by Corrinna Miranda and asked why the county could not.

Ken Melton/CCAC member, noted on page 6, number 2, titled "enforcement and collaboration", he felt Cal Fire needed to be removed as this was a County regulatory program. He noted when you put something in

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code that doesn't need to be there, it's an issue. He also felt on page 7, number 4, moving code compliance from the Planning Department to the Building Department would be a mistake. He noted that the Building has its own jurisdiction.

Mike Guenther noted they have had issues that were cleared up recently after a 5-year period. He asked the Board if, as the resolution continues to be worked on, the enforcement efforts continue. He also noted and agreed with a previous speaker, noting education and communication need to be at the helm.

Board discussion ensued. In response to Supervisor Smallcombe, Interim Director Miranda noted that amnesty is caused by different fines and penalties. She noted this will allow a clear pathway of taking care of old cases. Supervisor Smallcombe thanked Ms. Miranda as well as the CCAC members and further noted that this conversation had been ongoing for three years and that staff needed to focus on the tasks at hand. She further noted she wanted to see a joint report from the CCAC and staff.

Supervisor Poe noted this topic was the reason he ran for office. In response to his question, Ms. Miranda noted that staff would first work with the ones by priority of life and safety.

Supervisor Forsythe thanked the CCAC and staff and asked what they wanted from the Board today.

Chair Menetrey noted he appreciated the work that has been done. He noted what he believed staff was looking for was the ability to move forward on the four suggested items and come back in detail for Board approval. Ms. Miranda confirmed.

In response to Supervisor Poe, Mr. Engfer noted 75% of the recommendations are from the CCAC.

Supervisor Smallcombe reiterated that she encouraged the Board to do joint reports. She noted she felt strongly that this work as well as Tyler Tech, Development Code update, and this would be closely intertwined with significant implications.

Supervisor Toso noted she felt as Supervisor Smallcombe, She also noted it would mean less meetings to move this forward.

DIRECTION: *Staff is to bring back the written plan, as written, for approval by the Board.*

RESULT: DIRECTION GIVEN

N. Board Information

Information received.

O. Adjournment

4:12 PM Chair Menetrey adjourned in memory of Matt Fluharty, Joseph Ritter, and Phyllis Ann Shelton.

Respectfully submitted,

Danielle Bondshu
Clerk of the Board

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Miles Menetrey
Chair, Board of Supervisors

DRAFT

Mariposa County

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

BOARD OF SUPERVISORS
ACTION SUMMARY MINUTES
MAY 21, 2024

DRAFT

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

Chair Menetrey called the meeting to order.

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

B. Pledge of Allegiance

Chair Menetrey led the pledge.

C. Introductions

None.

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

Shannon Hansen/Public Works and Transportation Director commented on CA.5, a proclamation for “Public Works Week.” She highlighted her team, noting how they go above and beyond to meet the needs of the community.

Margarita King/Public Health Nurse/Resident, commented on Trails Day CA.6. She noted this is the third “trails day,” and there will be two guided tours. She noted interested parties can sign up at the Sierra Foothill Website. She noted as a public health nurse she tries to spread health everywhere she goes. She further noted Mariposa County Trails help promote health.

Ben Goger/Senior Planner also commented on CA. 5. He noted there is a survey.

Steve Ward/Cal Fire/Mariposa Fire commented on Public Works Week. He noted that working with the public works department on the fireside has been great. He noted that logistics are everything. He noted that they have developed relationships and friendships. He noted that they always take the time to make sure their needs are met.

Steve Engfer, Planning Director, echoed those sentiments. Public Works is a huge department with many divisions, and they are involved in planning projects. He wanted to celebrate Public Works Week. There is a lot they do, and we want to encourage that.

Cara Goger/Arts Council noted that she also wants to comment on Public Works Week, noting that Mariposa has safe and beautiful places because of Public Works.

Supervisor Forsythe commented on CA. 5, he noted he can't thank them enough for all they do. He noted when the County has disasters, these are the folks doing roadblocks, clearing roads of snow and debris, cleaning after wind storms, etc. He noted his hat is off for them.

Supervisor Smallcombe echoed Forsythe's comment. She noted that she thinks about them when she is on the roads or at the landfill and wants to acknowledge them as the backbone of the County.

Supervisor Poe noted he was in his three communities. He noted he started asking questions from the folks. He noted people saw a change in quality and a remarkable change in attitudes and drive within the last couple of years because of Director Hansen. He gave her kudos for the positive change she has made.

Supervisor Forsythe commented on CA. 24 and asked Steve Engfer to come to the podium; Forsythe thanked the new appointees for their willingness to serve.

Chair Menetrey wanted to discuss CA. 2; he noted that there was speculation. Steve Dahlem/County Counsel noted that the DA issued a public indictment for the Oak Fire; that is what the expenses are for.

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. **Administration**

Approve Budget Action for the Grand Jury Due to Unplanned Additional Investigation Expenses ($15,000) (4/5's Vote Required)

CA3. **Administration**

Receive the List of Budget Actions Approved by the County Administrative Officer (CAO) and County Auditor Pursuant to California Government Code Sections 29125 and 29130 and the County Budget

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Control and Fiscal Management Policy

CA4. **Board of Supervisors**

Ratify a Letter of Support for the Mariposa County Arts Council (Chair Menetrey)

CA5. **Board of Supervisors**

Proclaim May 19th through May 25th, 2024, as "Public Works Week"

CA6. **Board of Supervisors**

Proclaim June 1st, 2024 as "Trails Day"

CA7. **Clerk of the Board**

Receive the List of Software as a Service License Agreements Entered into by the County Administrative Officer (Purchasing Agent) Pursuant to Resolution 22-116 Entered Into, Received, and Processed in April of 2024

CA8. **Clerk of the Board**

Receive the List of Agreements Entered into by the County Administrative Officer (CAO) (Purchasing Agent) Pursuant to County Code Chapter 3.08, Entered Into, Received and Processed in April of 2024

CA9. **Clerk of the Board**

Receive the List of Agreements Entered into by the Mariposa County Department Heads (Assistant Purchasing Agents) Pursuant to County Code Chapter 3.08 Entered Into, Received and Processed in April of 2024

CA10. **Clerk of the Board**

Receive the Committee's Annual Written Reports Pursuant to Resolution 22-637

CA11. **Clerk of the Board**

Receive Minutes of the Committees Established by the Mariposa County Board of Supervisors Pursuant to Resolution 22-115, Section 10.2

CA12. **County Counsel**

Approve Legal Services Agreement with Wanger Jones Helsley, PC to Represent the County of Mariposa in the Case of Philip Mendoza v. County of Mariposa; and Authorize Chair of the Board of Supervisors to Sign Agreement

CA13. **Health and Human Services Agency**

Approve and Authorize the Health and Human Services Director to Sign a Local Governmental Agency (LGA) Participation Withdrawal form to the Department of Health Care Services for Targeted Case Management Activities (TCM), Effective June 30, 2024

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CA14. **Health and Human Services Agency**

Approve an Agreement with Evergreen Counseling in the Amount of $600,000 for Specialty Mental Health Services; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA15. **Health and Human Services Agency**

Approve Budget Action Increasing Revenues and Corresponding Transfers in the Assistance Trust Budget to the Assistance Payment Operating Budget To Allow For Increased Assistance Payments ($648,773) (4/5ths Vote Required)

CA16. **Health and Human Services Agency**

Approve an Increase in Extra Help Hours from 999 Hours to 1,300 Hours for the Extra Help Program Specialist II and Extra Help Program Specialist III Positions in the Health and Human Services Agency, Public Health Branch, Effective Immediately

CA17. **Health and Human Services Agency**

Approve an Operational Agreement (OA) with Mountain Crisis Services for Sexual Assault Response Services; and Authorize the Board of Supervisors Chair to Sign the Operational Agreement

CA18. **Health and Human Services Agency**

Approve a Memorandum of Understanding (MOU) with Central California Alliance For Health, for Non-Specialty Mental Health Services; and Authorize the Board of Supervisors Chair to Sign the MOU

CA19. **Health and Human Services Agency**

Adopt a Resolution Accepting the Department of State Hospitals Grant Funds ($500,000 over 5 years); and Authorize the Board Chair to Sign the Grant Agreement

CA20. **Health and Human Services Agency**

Approve an Agreement with GHC of Anberry, LLC Dba: Anberry Nursing and Rehabilitation Center in the Amount of $450,000 for Inpatient Mental Health Services; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA21. **Library**

Accept Donation from Wawona Friends of the Library

CA22. **Planning**

Appoint Christopher Bradshaw to the Coulterville Planning Advisory Committee as a Member with a Term Expiring February 28, 2026

CA23. **Planning**

Re-Appoint Jesse Figueroa to the Greeley Hill Planning Advisory Committee as a Member with a Term Expiring February 28, 2026

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CA24. **Planning**

Appoint Kris Casto and Kari Kisela as Members Representing the Business Community, Jeanetta Phillips as a Member Representing the Historic Sites and Records Commission and Marilyn Saunders as a Member Representing the Mariposa Town Planning Area to the Mariposa Town Advisory Task Force with Terms Expiring One Year from the Date of the First Scheduled Meeting of the Task Force

CA25. **Public Works**

Approve the Second Amendment to the Agreement with R3 Consulting Group, Inc. to Extend the Term and Increase Compensation; and Authorize the Board of Supervisors Chair to Sign the Amendment

CA26. **Public Works**

Approve an Agreement with Caltrans for Clean California Free Dump Day Events at the Lake Don Pedro Transfer Station and Mariposa County Landfill; and Authorize the Board of Supervisors Chair to Sign the Agreement

E. Items removed from Consent Agenda

None.

F. Departmental Presentation

Chief Ward noted fuels are drying out and they are engaging more fire in the area. He noted this is the final year, where there will be an exclusive use helicopter at the Mariposa Airport.

Kari Kisela/Chamber of Commerce gave the Board some event updates.

Danielle Bondshu/Clerk of the Board gave an update on Assemblyman Patterson who had been scheduled to come on May 31st.

G. Public Comment on Non-Agenda Items

Jeanne-Ann Pine/Master Gardener, noted she has been reaching out to North County. She had a flyer she wanted to give to the Clerk to help get the workout. She put on her KRYZ radio hat and noted they make free public service announcements.

Mike Brusa/Resident noted he makes a lot of observations. He noted there was a comment made by Chair Menetrey last week in regard to compliance. He noted that Chair Menetrey made a comment about neighbors not wanting to complain. He then discussed that government is a cohesive model. He noted he asked why the County has to comply with the State. He noted sometimes people have to go against things, especially in a cohesive model. he then discussed the Boston Tea Party and the East India Trading Company.

H. Regular Agenda Items

1. **Board of Supervisors**

DRAFT

Receive a Video Presentation in Honor of Veterans Day from Bob Johns, Veterans of Foreign Wars (VFW) Post 6042 Keith M. Bertken Post (Supervisor Wayne Forsythe)

Bob Johns/VFW Post 6042 gave the staff report.

Public comment was received by Jeanne-Ann Pine, who noted her family members served in WW2. She noted her father-in-law never told them about what he did, and he received a Purple Heart. She noted it's a shared experience. She noted her husband did three tours in Vietnam.

Supervisor Toso and Forsythe thanked Mr. Johns. In response to Supervisor Forsythe, Mr. Johns came up and discussed the services he provides through Veterans Services at Health and Human Services. Supervisor Smallcombe echoed the sentiments and asked that the Board honor Chief Steve Kuryla, who recently passed and was an advocate for veterans. She also asked that people thank the veterans for their service to our nation.

RESULT: PRESENTATION HELD

2. **Board of Supervisors**

Receive an Annual Presentation from Cara Goger, Executive Director of the Mariposa County Arts Council

Cara Goger gave the staff report and PowerPoint Presentation. No public comment.

Ms. Goger received praise and kudos from Supervisors Forsythe, Smallcombe, and Menetrey.

RESULT: PRESENTATION HELD

3. **Health and Human Services Agency**

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

Kimberley Ballard/Deputy Director of Public Health gave the staff report. No public comment.

Board discussion ensued. In response to Supervisor Smallcombe, Joe Lynch/Interim CAO/Health and Human Services Agency Director noted they are still working on the alliance model but need more time to determine implementation and planning. Dr. Kristina Keheley/Director of Health Services noted it would allow them to look at response times and locations and put the ambulances in the most appropriate places in the community.

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

4. **Planning**

Discussion and Possible Direction Regarding a Request for Forgiveness for the Microenterprise Loan to

DRAFT

the Lemon Drop

Will Fassett/Community Design and Development Planner gave the staff report.

Public comment was received by Jeanne-Ann Pine who noted that a loan is a loan, and instead of forgiving the loan, use the money to help another business.

Sarah Garcia, Owner of Lemon Drop, thanked the Board. She noted that the goal was to grow and get a food trailer, and they got it. They are looking to the future for that food trailer. In response to Supervisor Menetrey, Ms. Garcia noted monthly payments are roughly $400 a month.

Mike Brusa commented, noting that his comments do not reflect on the owners. He noted that he commented that this is not something that governments should be doing. He then discussed his thoughts on the government providing such a service.

Ben Goger/Senior Planner noted there is no expectation from staff. They are seeking direction.

Further discussion ensued.

DIRECTION: *No action. The county will not forgive the loan.*

RESULT: DIRECTION GIVEN

5. **Clerk of the Board**

Adopt the Local Rules for the Board of Supervisors sitting as the Board of Equalization of Mariposa County, Effective Immediately

Danielle Bondshu 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

Recess Board of Supervisors

10:56 AM Chair Menetrey recessed the Board of Supervisors, and the Clerk of the Board read the Government Code announcement.

I. Board of Equalization

10:56 AM Chair Menetrey called to order the Local Board of Equalization.

1. **Clerk of the Board**

Consider the Motion of the Mariposa County Clerk of the Board directed to Board of Supervisors, Sitting as the Mariposa County Board of Equalization, Regarding Assessment Appeals of Yosemite Hospitality, LLC, to Set the Pre-Hearing Conference Date

Danielle Bondshu gave the staff report.

DRAFT

Public comment was received by Vincent Kehoe/Assessor who noted he was not in favor of a pre-hearing conference. It was further noted today is to schedule the pre-hearing conference.

On motion by Supervisor Smallcombe, Seconded by Supervisor Forsythe, the Board of Equalization by unanimous vote sets the pre-hearing conference date to September 17th, 2024, at 2:00 PM.

Reconvene as Board of Supervisors

11:06 PM Chair Menetrey adjourned the Board of Equalization and reconvened the Board of Supervisors meeting.

J. Closed Session

Chair Menetrey read the closed session items.

Public comment was received on Closed Session item 1 by Mike Brusa, who asked when the Board reports what occurred. Counsel noted this item is for the BOP claim.

Public comment was received on Closed Session item 2 by Mike Brusa who noted this is a common item and asked if the conclusion of the agreement would be brought to the Board in a public agenda item.

Public comment was received on Closed Session item 3 by Mike Brusa, who noted that he would not expect a detailed report.

11:12 AM 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. **Administration**

CLOSED SESSION: CONFERENCE WITH REAL PROPERTY NEGOTIATOR: Description of Real Property: 4802 Highway 140 in Mariposa (APN: 012-180-055): Agency Negotiator: Joe Lynch: Negotiating Parties: Mariposa County Unified School District (Jeff Aranguena / Kiersten Wight): Closed Session will Concern Price and Terms of Purchase/Lease

RESULT: CLOSED SESSION HELD

3. **Board of Supervisors**

CLOSED SESSION: PUBLIC EMPLOYEE PERFORMANCE EVALUATION: Title: Interim County Administrative Officer

RESULT: CLOSED SESSION HELD

Report Out

DRAFT

12:46 PM Chair Menetrey reconvened the Board meeting and reported that in Closed Session item 1, the Board voted unanimously to settle the $4 million BOP Claim for $75,000. For closed session items 2 and 3, Chair Menetrey reported that information was received and direction was given.

K. Board Information

Information was received.

L. Adjournment

12:48 PM Chair Menetrey adjourned the board meeting.

Respectfully submitted,

Danielle Bondshu
Clerk of the Board

Miles Menetrey
Chair, Board of Supervisors

DRAFT

Mariposa County

P.O. Box 784, Mariposa, CA 95338 (209) 966-3222
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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
JUNE 4, 2024

DRAFT

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

Chair Menetrey called to order.

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

B. Pledge of Allegiance

Chair Menetrey led the pledge.

C. Introductions

None.

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

Chair Menetrey noted that CA. 14 was a 4/5th vote.

Public comment was received by Mike Brusa/ Bear Valley who commented on CA. 1. He discussed his disdain for the item. He then discussed issues with the State budget and how the government handles money. He noted the worst quadrant is where money is spent on the government and others.

Supervisor Smallcombe commented on CA. 4, noting this is the first proclamation, and thanked the groups who work to show the dangers. She also commented on CA. 5 and gave statistics on elder abuse, which she

noted were astonishing.

Supervisor Forsythe commented on CA. 17 and asked Will Fassett/Community Design Planner to come up. Mr. Fassett noted that the resiliency hub will have some disaster and non-disaster functions. He also noted it could be an office space. He further noted this is in its preliminary stage. Supervisor Forsythe thanked Mr. Fassett and then moved on to CA. 19, noting this is the last year of this agreement. He hoped we could reach an agreement again in the future. He also thanked Cal Fire, County Fire, and Public Works for getting this for our community safety.

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. **Administration**

Approve an Agreement with Pacific Shredding for Document Shredding Services with Automatic Renewal For Three Years, Effective as of January 1, 2024; and Authorize the Board of Supervisor Chair to Sign the Agreement

CA3. **Administration**

Approve a Memorandum of Understanding (MOU) with the Mother Lode Workforce Development Board for Providing Pre-Release and Post-Release Reentry Services to the Currently Incarcerated Population of the Mariposa County Jail; and Authorize the Board of Supervisors Chair to Sign the MOU

CA4. **Board of Supervisors**

Proclaim May 26th to June 1st, 2024 as "Flavored Tobacco Education and Advocacy Week" (Board Chair)

CA5. **Board of Supervisors**

Proclaim the Month of June 2024, as "Elder and Dependent Adult Abuse Awareness Month" (Board Chair)

CA6. **Clerk of the Board**

Approve Minutes of December 13th and 14th, February 6th and 20th, March 5th, 12th (Regular), 12th (Special), 19th and April 2nd, 3rd, 9th, 16th, 31st and May 1st

CA7. **Fire**

Approve the Submittal of FEMA DR-4750 Hazard Mitigation Grant Program Application to Provide Funding for Roadside Vegetation Fuel Reduction on County Maintained Roads for a Total of $600,000;

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and Authorize the Board of Supervisors Chair to Sign the Documents Required for Grant Submission Including Match Commitment Letter (Subject to Approval as to Legal Form by County Counsel)

CA8. **Health and Human Services Agency**

Approve the Contract Renewal Proposal with Area 12 Agency on Aging for Services in the Third Year (Fiscal Year 2024-2025) of the Awarded Four Year Area 12 Agency Grant (July 2022 through June 2026); and Authorize the Board of Supervisors Chair to Sign the Proposal

CA9. **Health and Human Services Agency**

Approve a Business Associate Agreement (BAA), with Encompass Community Services, for Health Insurance Portability and Accountability Act of 1996; and Authorize the Board of Supervisors Chair to Sign the BAA

CA10. **Health and Human Services Agency**

Approve an Agreement with JDT Consultants, Inc. in the Amount of $450,000 for Counseling and Training; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA11. **Health and Human Services Agency**

Approve Resignation of Dr. Eric Sergienko for a Seat on the Santa Cruz-Monterey-Merced-San Benito-Mariposa Managed Medical Care Commission; and Approve Appointment of Dr. Kristina Keheley for a Seat on the Commission

CA12. **Health and Human Services Agency**

Approve Health and Human Services Agency to Participate in the Excellence in Family Finding, Engagement and Support Program Funding; and Approve the Necessary Documents to be Signed by the Director of Health and Human Services Agency and the Chief of Probation as Required by the State (Subject to Approval as to Legal Form by County Counsel)

CA13. **Health and Human Services Agency**

Approve Health and Human Services Agency to Participate in the Flexible Family Supports and Home-Based Foster Care Funding; and Approve the Necessary Documents to be Signed by the Director of Health and Human Services Agency as Required by the State (Subject to Approval as to Legal Form by County Counsel)

CA14. **Health and Human Services Agency**

Approve Budget Action Increasing Revenue and Appropriations Recognizing Grant Funds in the Health and Human Services Agency Public Health Emergency Preparedness (PHEP) for Fiscal Year 23/24 ($66,507) (4/5ths Vote Required)

CA15. **Health and Human Services Agency**

Approve a Memorandum of Understanding (MOU), with Central California Alliance for Health, for DMC-ODS Medi-Cal Services; and Authorize the Board of Supervisors Chair to Sign the MOU

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CA16. **Planning**

Approve the First Amendment to the Agreement for Gateway Enhancements with Atlas Labs, Inc., Adjusting the Scope of Work for Gateway Enhancement Design for the Mariposa Gateway Enhancement Project; Extending the Term of the Agreement; and Authorize the Board of Supervisors Chair to Sign the Amendment

CA17. **Planning**

Adopt a Resolution Approving an Agreement with SERA Architects in the Amount of $100,000 for Conceptual Design of a Community Resilience Hub on Phase IV of the Mariposa Creek Parkway; and Authorize the Board of Supervisors Chair to Sign the Agreement, any Amendments, and All Supporting Documentation (Subject to Approval as to Legal Form by County Counsel)

CA18. **Planning**

Approve an Agreement with Made in Mariposa to Transfer Copyright of the Made in Mariposa Logo; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA19. **Public Works**

Approve an Agreement with CAL FIRE for an Emergency Incident Helibase/Airbase for Exclusive Use Helicopter at Mariposa-Yosemite Airport; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA20. **Public Works**

Approve a Permit Renewal Application to Participate in the Covered Electronic Waste Recycling Program; and Authorize the Director of Public Works to Sign the Application

CA21. **Sheriff's Office**

Approve an Agreement with the United States Drug Enforcement Administration in the Amount of $60,000 for Marijuana Eradication and Suppression Operations; and Authorize the Sheriff to Sign the Agreement and all Supporting Documents (Subject to Approval as to Legal Form by County Counsel)

E. Items removed from Consent Agenda

None.

F. Departmental Presentation

Shannon Hansen/Public Works Director reminded the board and listening public on the upcoming "Free Dump Day" that will be held June 8th. She also noted the pools will be open June 10th. she noted that Coulterville will be later in the week as the coping was fixed. She noted there are issues getting lifeguards, and noted if anyone is interested in being a lifeguard please reach out to Parks and Recreation.

Chris Bernard/County Fire/Cal Fire commented on the fire activity, noting they are in fire season. He announced that peak staffing for Cal Fire stations would begin on June 17th, 2024. He noted a fire ban has not

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yet happened, but it is coming. He also noted that the newest county engine, Engine 29, is going into service on this day. He noted it will be stationed at Station 29 but will also be seen at Station 22.

Sheila Baker/Deputy Director of Behavioral Health noted there will be a mental health first aid course. She gave a flyer to the Clerk of the Board for each Supervisor. She noted the training is to help individuals identify common signs and symptoms of mental health and substance abuse. She urged North County residents to sign up and assist in getting the word out. She noted it would be the upcoming Wednesday, June 12th. She announced that individuals could register by contacting Claudia at HHSA by calling 209-966-2000.

Kari Kisela/Mariposa Chamber of Commerce noted the Chivalry and Fantasy event was a success. She announced that on the upcoming Thursday, the Business Association meeting would be held. She also noted the next upcoming event is the 1 Year ribbon cutting for the Made in Mariposa store front.

Steve Engfer/Planning Director, gave a follow-up to Trails Day. He noted there were 30 people who took the trail walks and 30-40 who attended the Grove House event. He thanked all involved.

Jacob Hawley/Visitors Center noted that the building has been closed due to construction, but there is a trailer outside that they have kept open for visitors. He noted that the change in the reservation system for Yosemite is affecting the county. He also noted that Tioga Pass should be opening soon.

Joe Lynch/Health and Human Services/Interim CAO, noted the Frank Wilson camp is completely closed. He noted they are going to the location to remediate the land. He noted they are still working towards getting CA.1 off the agenda. Chair Menetrey asked about the electrical panel. Joe noted it would be kept for future projects on the county site.

G. Public Comment on Non-Agenda Items

Public comment was received by Mike Brusa, who noted he loves to study history. He noted he likes to graze through history. He expressed that when he is reading books, he like to go from one book to another subject. He noted that when he is working, he listens to podcasts. He expressed his feelings about history being cherry-picked. He noted there are a lot of gaps, and a lot of things are missing. He discussed history books, the House of Economics, and the Annapolis Convention.

Kazzy Cunnigham/Mariposa Little League Board member noted they are hosting their closing ceremonies on the upcoming Saturday. She noted that the baseball season does not happen without volunteers. She noted if anyone is interested in volunteering, email mcll95338@gmail.com

Chair Menetrey asked Supervisor Smallcombe to comment on Tioga Pass; She noted they are still working on it but have not released an anticipated open date. She stated their current concern is dealing with human waste.

H. Regular Agenda Items

1. **Administration**

Adopt the Allocation of External Fire Relations Coordinator Position within County Fire, Effective Immediately

9:58 AM Joe Lynch requested this item to be withdrawn and brought back at a later date. Board consensus to withdraw. The board moved back to item 4.

RESULT: WITHDRAWN

2. **Administration**

Approve Vacating an Executive Assistant Position Allocation and Replacing it with an Administrative Analyst II Position Allocation in the Planning Department Budget, Effective Immediately

This item was taken up as number one at **9:45 AM**.

Joe Lynch introduced the item and turned it over to Steve Engfer/Planning Director, who gave the staff report. No public comment.

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

3. **Administration**

Approve an Out-of-Class Salary Adjustment from the Current Allocation of Planner I Position to Administrative Technician I, Step 3 Position Allocation in the Planning Department Effective as of September 12, 2023, with the Requirement to Review the Position Status on a Six-Month Basis

Steve Engfer gave the staff report.

Public comment was received by Jonathan Noel/Resident, who noted this is another example of past boards kicking the can down the road.

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District I Supervisor Rosemarie Smallcombe
SECONDER:	District III Supervisor Danette Toso
AYES:	None

The board moved back up to item 1.

4. **Board of Supervisors**

Appoint Joe Lynch as the County Administrative Officer, Effective Immediately

Chair Menetrey gave the staff report.

Public comment was received by Mike Brusa, Chris Bernard, Danielle Bondshu, and Kazzy Cunnigham who all spoke in support of this appointment. Mike Brusa noted he was a superintendent for many years. '

Support and hope for this appointment were received by all five supervisors.

Joe Lynch/Interim CAO noted for the community that he plans to stay in this community. He noted this

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community is not only important to him, but also his family. He expressed that he will give his everything to this County.

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

5. **Board of Supervisors**

Appoint Dr. Kristina Keheley as the Interim Health and Human Services Agency Director with a Salary of $175,331.75, Effective Immediately

Chair Menetrey gave the staff report.

Public comment was received by Jonathan Noel, who noted the Board should just "hire the girl" outright.

Mike Brusa noted he didn't feel the board should continue to play the "interim" musical chairs.

Jeanne-Ann Pine/Resident, congratulated Dr. Keheley and asked that the previous speakers call her Dr. Keheley and not "the girl."

Joe Lynch noted the benefits of succession planning and the purposeful growth of a team. He noted it allows for people designed for the job when it opens up.

Sheila Baker recommended Dr. Kristina Keheley for the position. She noted it has been a wonderful experience to report directly to Dr. Keheley. She further noted she is both a phenomenal boss and mentor.

Supervisors Smallcombe, Forsythe, and Toso noted Dr. Keheley's knowledge, capability, and professionalism. Chair Menetrey agreed and noted he didn't want to hear about any calls from Sacramento (in reference to losing both Chevon Kothari and Eric Sergienko to Sacramento).

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

6. **Clerk of the Board**

Approve Setting a $30 Non-Refundable Filing Fee for Assessment Appeal Applications, Effective Immediately

Danielle Bondshu/Clerk of the Board gave the staff report. No public comment.

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

DRAFT

I. Closed Session

10:34 AM Chair Menetrey read the closed session items.

- Closed Session Item 1 - Public comment received by Mike Brusa, who noted FDR was against unions. He then discussed Prop 13 and the Department of Education. He commented on the Arata act.
- Closed Session Item 2 - No public comment.
- Closed session item 3 - No public comment.

10:38 AM Chair Menetrey recessed the Board into closed session.

1. **Administration**

CLOSED SESSION: Conference with Labor Negotiators: Name of County Designated Representative: Shelline Bennett: Employee Organization: Mariposa County Managerial/Confidential Organization (MCMCO); and Service Employees International Union (SEIU)

RESULT: CLOSED SESSION HELD

2. **County Counsel**

CLOSED SESSION: Conference with Legal Counsel; Existing Litigation: Ted Dwyer V. County of Mariposa; WCAB No.: ADJ10168154, ADJ10168168, ADJ1016816464

RESULT: CLOSED SESSION HELD

3. **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

Report Out

2:00 PM Chair Menetrey reconvened and reported that during closed session the following took place.

- Closed Session Item 1 - Information was received, and Directions were given.
- Closed Session Item 2 - Information was received, and Directions were given.
- Closed Session Item 3 - The Board unanimously rejected Claim 24-8.

J. 2:00 PM Reconvene

1. **Clerk of the Board**

DRAFT

Receive Presentation from Pacific Gas and Electric (PG&E) on Road Restoration

Nathan Alonzo/Pacific Gas and Electric (PG&E) gave the staff report and a PowerPoint presentation. Matt Leedy/Government Affairs PG&E also gave a portion of the PowerPoint Presentation. No public comment was received.

In response to a question from Supervisor Forsythe, Mr. Leedy noted Triangle and Darrah Roads should be completed by fall. Further board discussion was held.

RESULT: PRESENTATION HELD

K. Board Information

None.

L. Adjournment

3:02 PM Chair Menetrey adjourned in memory of Leone Sutherland and Ralph Seely.

Respectfully submitted,

Danielle Bondshu
Clerk of the Board

Miles Menetrey
Chair, Board of Supervisors

DRAFT

Mariposa County

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

BOARD OF SUPERVISORS
ACTION SUMMARY MINUTES
JUNE 11, 2024

A. 9:00 AM Called 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 notice and noted I.1 would take place at 2:00 PM. He also noted J.1 and J.2 have been withdrawn, item CA. 2 was removed from the Consent Agenda for further discussion.

Public comment received by Mike Brusa/Bear Valley commented on CA.1, noting emergencies lasting longer than six years should be handled differently.

At 9:15 AM the Chair Menetrey recessed the meeting for sound issues. The meeting reconvened at 9:22 AM.

Supervisor Smallcombe requested clarification on Items CA.5 and CA.6. Kristina Keheley/Interim Director of Health and Human Services Agency (HHSA) explained that these items are interdependent and must be completed together. She noted that both items are required to be completed every four years for the Health Board.

Supervisor Poe requested clarification on item CA.9. Shannon Hansen/Public Works Director explained that this item pertains to the Department of Water Resources Prop 1 Grant that was previously received. She noted the Public Works Department is planning to hold a public meeting to address any questions the community may have. Ms. Hansen also noted that once the plan is in progress, water service will be interrupted for an entire day during the project. She further noted the timeline for this will be determined following the public meeting.

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

CA3. **Administration**

Receive the List of Recent Budget Actions Approved by the County Administrative Officer (CAO) and County Auditor Pursuant to California Government Code Sections 29125 and 29130 and the County Budget Control and Fiscal Management Policy

CA4. **Board of Supervisors**

Proclaim the day of June 20th, 2024, as “Special Olympics Law Enforcement Torch Run Day” (Board Chair)

CA5. **Health and Human Services Agency**

Approve an Agreement with Stephanie Nathan, Dba; Stephanie Nathan Consulting for the Amount of $75,000 for Consulting for Accreditation; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA6. **Health and Human Services Agency**

Approve an Agreement with Cole Communications, Ins. in the Amount of $75,000 for Consultation and Technical Assistance; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA7. **Health and Human Services Agency**

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

CA8. **Health and Human Services Agency**

Appoint Kelsey Murray to the Mariposa County Local Child Care Planning Council as a Member Representing Child Care Providers with a Term Expiring June 11, 2027

CA9. **Public Works**

Approve an Agreement with Williams Excavation Inc., for the Coulterville Valve Replacement and Airport Fire Hydrant Repair Project in the Amount Not to Exceed $111,496; and Authorize the Board Supervisors Chair to Sign the Agreement

CA10. **Public Works**

Approve a Memorandum of Understanding (MOU) with the Mariposa Unified School District (MCUSD) or an Amount not to Exceed $23,400 for a Term of June 10, 2024, to August 9, 2024, for Day Camp Registration Costs for MCUSD Students; and Authorize the Board of Supervisors Chair to Sign the MOU

E. Items removed from Consent Agenda

CA2. **Administration**

Approve Budget Action Releasing Pension Obligation Bond Designation Funds ($662,054) and Housing Trust Funds ($177,946) and Transferring Funding to the Downtown Revitalization Fund ($750,000), the Airport Operations Fund ($40,000), and the Creek Parkway Improvements Funds ($50,000) to Account for Over-Obligation of the Relief Funds; and to Correct Account Category Budgets in both the State and Local Fiscal Recovery Fund and Local Assistance and Tribal Consistency Fund ($840,000) (4/5's Vote Required)

Chair Menetrey expressed his opposition to the item, stating that he does not believe funds should be taken from the Housing Trust Fund.

Supervisor Forsythe shared his disappointment with the previous administration, highlighting that the Board had been assured the necessary funds were available to complete the paving project that has been ongoing for the past five years. He also expressed his appreciation for the honesty of the new County Administrative Officer Joe Lynch.

Public comment was received by Mr. Brusa who expressed his confusion upon reviewing the staff report for Item CA.2. He mentioned that he could not make sense of it and that it made him uneasy about the funds being shuffled around to balance accounts.

Mr. Lynch gave an update prior to the withdrawal, stating he would answer the questions of the public when the item is brought back to the Board.

Consensus to withdraw the item was taken. Item CA.2 was withdrawn.

RESULT: WITHDRAWN

F. Departmental Presentation

Kari Kisela/Chamber of Commerce noted Friday, June 14, 2024, at 3:00PM, Made in Mariposa will be having a Ribbon Cutting Ceremony.

Chris Bernard/Mariposa County Fire/CALFire noted CALFire will close burning on Monday, June 17th 2024 and he did not recommend burning below 3000 feet.

G. Public Comment on Non-Agenda Items

Public comment was received by Mark Harris/Yosemite Falls Drilling who expressed he did not know why someone is unable to get an address for Pacific Gas and Electric (PG&E). He requested the Board find a way to correct the address issue.

Mike Brusa spoke about the constitution and the situations that occurred under George Washington.

Grant Thompson/Mariposa County United School District (MCUSD) Music Teacher spoke about parking lot zoning issues for small businesses in Mariposa County, requesting the Board to look and discuss the issues.

Recess Board of Supervisors

Announcement Pursuant to Government Code 54952.3

H. LOCAL TRANSPORTATION COMMISSION

Public Comment Period

Christina Montgomery/John C. Fremont (JCF) stated they have had many people come into the Emergency Room that are unable to get rides home. JCF provides food, clothing, affordable health care and transportation. The JCF staff has been using money out of their own pockets to provide transportation, noting they have partnered with the local services in the area and donated Yarts tickets, but if we could consider that the patient may need to stop at the pharmacy. Ms. Montgomery also noted the JCF staff is unable to release the patient until they get a transportation options.

LTC Regular Agenda

1. **Public Works**

PUBLIC HEARING to Take Testimony Regarding Possible Unmet Transportation Needs Within Mariposa County for Fiscal Year 2023-2024; and Adopt a Resolution Finding One of the Following: A) There Are No New Unmet Transit Needs; B) There Are No New Unmet Transit Needs that Are Reasonable to Meet; C) There Are Unmet Transit Needs, Including Needs that Are Reasonable to Meet; or D) Grant a Continuance of the Public Hearing Until a Later Date

Jeannie Morvay Clayton/Public Works Local Transportation presented the item, noting a public notice was sent out for public comment to be received prior to June 10th, 2024.

Steve Dahlem/County Counsel advised that the public comment given by Christina Montgomery to be added to the public comment record.

Supervisor Smallcome stated at the Behavioral Health Board meeting held the previous Wednesday, staff pointed out they are going to lose grant funding and will have to cut back on service routes.

Supervisor Smallcombe noted she is good with moving forward with this item but would like to have a conversation with the different County agencies and see where they are with funding.

Direction: ***Approve and Adopt the Resolution with Option C, "There are Unmet Transit Needs, Including Needs that are Reasonable to Meet."***

RESULT: DIRECTION GIVEN:

Adjourn LTC

Reconvene as Board of Supervisors

10:10 AM Chair Menetrey recessed the Board until 2:00 PM

I. Regular Agenda Items

1. **Administration**

PUBLIC HEARING to Consider the Final Budget for Fiscal Year 2024-2025 (Will be Continued from Day to Day, as Needed)

2:00 PM Chair Menetrey reconvened the Board of Supervisors Meeting**.**

Leigh Westerland/Assistant County Administrative Officer gave a PowerPoint presentation for the FY 24 budget packet.

Opened for Public Hearing. No Public Comment received.

Board Discussion ensued concerning the Transient Occupancy Tax (TOT) and Measure M. Ms. Westerland pointed out that the revenue from TOT for May and June 2024 will not be available until August 2024. She emphasized caution in estimating TOT revenue, advising against overestimating.

Mr. Lynch mentioned that he has regular meetings with Courtney Morrow/Tax Collector, to obtain the actual TOT totals, and noted that the projections shown in the PowerPoint are fairly accurate. He also mentioned that he has requested a meeting with Luis Mercado/Auditor to discuss the TOT report and will provide an update after the meeting takes place.

Supervisor Forsythe expressed his concern that the spirit of Measure M is not being lived up to like it was presented to the Board and questioned why Measure M funds have been placed in the general fund.

In response to the question about why Measure M funds have been placed into the general fund, Mr. Lynch explained that, moving forward, Measure M will be itemized separately into a Special Measure M revenue fund to clearly show where the funds are being spent, providing transparency to the Board and the public.

Ms. Westerland assured that the increased costs for County Road, the Sheriff's Office, and Fire Services are being covered with the help of Measure M funds.

Supervisor Smallcombe suggested that HHSA should perhaps be excluded from the budget equation due to its unique nature. She expressed concern about the potential impact on HHSA, questioning where grant funding has originated in the past if the state is facing a deficit.

Chair Menetrey observed that the TOT worksheet shows several promising months ahead. He expressed

optimism due to the collaboration among department heads and the new leadership under Mr. Lynch, appreciating the fresh perspective he brings. Chair Menetrey is hopeful for a balanced budget by August 7th and looks forward to the next discussion and the team's upcoming efforts. He acknowledged the existing disappointments but also highlighted reasons for encouragement.

Public comment was re-opened.

Jean-Anne Pine/Constituent stated she believed the Auditor may require training. Ms. Pine thanked the Board and Mr. Lynch for plain speak regarding the situation, noting they make things understandable and tell the truth.

Closed public comment.

Public Hearing closed at 3:12PM

RESULT: PRESENTATION HELD

J. Closed Session

1. **County Counsel**

CLOSED SESSION: Conference with Legal Counsel; Existing Litigation: Ted Dwyer V. County of Mariposa; WCAB No.: ADJ10168154, ADJ10168168, ADJ1016816464

RESULT: WITHDRAWN and RESCHEDULED to June 18th, 2024 at 9:00AM or soon thereafter.

2. **Administration**

CLOSED SESSION: Conference with Labor Negotiators: Name of County Designated Representative: Shelline Bennett: Employee Organization: Mariposa County Managerial/Confidential Organization (MCMCO); and Service Employees International Union (SEIU)

RESULT: WITHDRAWN

K. Board Information

Information received.

L. Adjournment

3:18 PM Chair Menetrey Adjured in memory of Henry Falany II, Cawney Esau, Donna Cole, Carol Blair, and Charles Castro.

Respectfully submitted,

Katherine Slenders
Deputy Clerk of the Board II

Miles Menetrey
Chair, Board of Supervisors

Mariposa County

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5100 Bullion Street
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MILES MENETREY, CHAIR	**DISTRICT V**
ROSEMARIE SMALLCOMBE, VICE CHAIR	**DISTRICT I**
WAYNE FORSYTHE	**DISTRICT IV**
SHANNON POE	**DISTRICT II**
DANETTE TOSO	**DISTRICT III**

BOARD OF SUPERVISORS
ACTION SUMMARY MINUTES
JUNE 18, 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 noted that items CA. 2, CA. 3, CA. 4, CA.10, CA. 14, and CA. 15 required a 4/5th vote.

Public comment was received by Mike Brusa/Resident, who commented on CA. 1, noting what he is not allowed to do. He noted the government decides they can do something normal citizens cannot and noted it is inappropriate.

In response to a question by Supervisor Poe on CA.3, Luis Mercado/Auditor noted there is a tax assessment placed on each parcel for fire protection. He noted the fee is still $60 for a developed parcel and $12 for an

undeveloped parcel.

Smallcombe commented on CA. 22 and noted this was coming out of the Solid Waste Study. She noted this will assist in extending the life of the landfill. She also commented on CA.24, noting this is for more storage tanks, and stressed how crucial the tank in Bootjack was for fighting the Oak Fire. Shannon Hansen/Public Works Director, further noted she was excited to have these tanks; she noted they are 250,000-gallon tanks. Director Hansen stated they should be up and operating by the end of the year, but they have until August 2025 to have them in place.

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

CA1. **Health and Human Services Agency**

Resolution Continuing a Shelter Crisis Local Emergency in Mariposa County

CA2. **Administration**

Approve Budget Action Reducing General Fund Contingency and Increasing Appropriations in the Indigent Defense Budget to Cover Significantly Higher Costs than Any Prior Year ($61,310) (4/5ths Vote Required)

CA3. **Auditor**

Approve Budget Action Transferring Funds Within the CSA 1M Don Pedro Fire Protection Budget to Utilize Reserve ($11,043)(4/5th Vote Required)

CA4. **Administration**

Approve Budget Action Reducing General Fund Dental Stabilization Reserves and Increasing Appropriations in the Human Resources Budget ($72,720); and Reducing Workers' Compensation Fund Reserve and Transferring Funds to the General Liability Fund to Cover Significantly Higher Costs than Any Prior Year ($34,181) (4/5ths Vote Required)

CA5. **Clerk of the Board**

Receive the List of Software as a Service License Agreements Entered into by the County Administrative Officer (Purchasing Agent) Pursuant to Resolution 22-116 Entered Into, Received, and Processed in May of 2024

CA6. **Clerk of the Board**

Receive the List of Agreements Entered into by the County Administrative Officer (CAO) (Purchasing Agent) Pursuant to County Code Chapter 3.08, Entered Into, Received and Processed in May of 2024

CA7. **Clerk of the Board**

DRAFT

Receive Minutes of the Committees Established by the Mariposa County Board of Supervisors Pursuant to Resolution 22-115, Section 10.2

CA8. **Clerk of the Board**

Receive the List of Agreements Entered into by the Mariposa County Department Heads (Assistant Purchasing Agents) Pursuant to County Code Chapter 3.08 Entered Into, Received and Processed in May of 2024

CA9. **Health and Human Services Agency**

Approve First Amendment to Agreement with MySidewalk, Inc for SaaS, Software as a Service to Extend the Term by One Year, from April 16, 2026 to April 15, 2027 in the Amount of $22,657.50 for Three Years for a New Amount Not to Exceed $78,697.50; and Authorize the Board of Supervisors Chair to Sign the Amendment

CA10. **Health and Human Services Agency**

Approve Third Amendment to the Agreement with Area 12 Agency on Aging (A12AA); Authorize the Board of Supervisors Chair to Sign the Amendment; and Approve Budget Action Increasing Revenue and Appropriations in the Transit Budget Receiving Unanticipated Funds ($3,550) (4/5ths Vote Required)

CA11. **Health and Human Services Agency**

Approve an Agreement with Ascendient Healthcare Advisors, Inc. in the Amount of $75,000 for Consultation; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA12. **Health and Human Services Agency**

Approve an Agreement with Central Star Behavioral Health, Inc. in the Amount of $115,000 for Inpatient Services; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA13. **Health and Human Services Agency**

Approve a Memorandum of Understanding (MOU), with Central California Alliance for Health, for Managed Medical Care Commission; and Authorize the Board of Supervisors Chair to Sign the MOU

CA14. **Health and Human Services Agency**

Approve Budget Action Increasing Revenues, Expenses and Transfers in the Senior Nutrition and 2011 Realignment Funds ($80,000)(4/5th Votes Required)

CA15. **Health and Human Services Agency**

Approve Budget Action Transferring Funds Within the Behavioral Health Department 402 Budget for Fiscal Year 2024 to Pay Expenses Through Year End ($743,835)(4/5th Vote Required)

CA16. **Health and Human Services Agency**

DRAFT

Accept the Resignation and Recognize the Service of Dr. Eric Sergienko to the Emergency Medical Care Committee (EMCC); and Appoint Dr. Mimi Carter as Representative for the Mariposa County Health Officer on the Emergency Medical Care Committee (EMCC) with a Term Expiring on June 18, 2028

CA17. **Health and Human Services Agency**

Approve Amendment A02 by the California Department of Community Services Development in the Amount of $560,000 to extend the end date to the Low Income Home Energy Assistance Program 23B-2021 agreement; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA18. **Health and Human Services Agency**

Approve Submission of the "Mariposa County Mental Health Services Act (MHSA) Annual Update for Fiscal year 2024-2025" to the Department of Health Care Services (DHCS) and "Annual Prevention and Early Intervention (PEI) Report for Fiscal Year 2022-2023" and "Annual Innovation Report for Fiscal Year 2022-2023"; Authorize the Health and Human Services Agency (HHSA) Director to Implement Those Activities Within the Annual Update for Fiscal Year 2024-2025 Upon DHCS Approval; and Authorize the Health and Human Services Agency Director to Sign the Certifications with DHCS with Regard to the MHSA Plan (Subject to Approval as to Legal Form by County Counsel)

CA19. **Health and Human Services Agency**

Approve an Agreement with Jackson & Coker LocumTenens, LLC in the Amount of $600,000 for Staffing for Psychiatric Services; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA20. **Public Works**

Approve a Change Order with Mountain Cascade Inc., in the Amount of $868,165.81 for the Fall 2023 Pavement Resurfacing Project; and Authorize the Board of Supervisors Chair to Sign the Change Order

CA21. **Public Works**

Accept the Offer of Dedication of an Easement for Public Road and Public Utility Purposes On, Over and Across Antone Road as Described by the Exhibits within Document No. 20211730 and Document No. 20211731, Mariposa County Records; and Authorize the Board Chair to sign the Certificate of Acceptance

CA22. **Public Works**

Approve an Agreement with RDO Equipment Company for the Purchase and Installation of Carlson Machine Control Hardware in the Amount of $85,229.55; and Authorize the Chair of the Board of Supervisors to Sign the Agreement

CA23. **Public Works**

Approve a Change Order with Kroeker Inc., in the Amount of $73,730.18 for the Highway 140 Crossing Improvements; and Authorize the Board of Supervisors Chair to Sign the Change Order

DRAFT

CA24. **Public Works**

Approve a Change Order with Williams Excavation Inc., in the Amount of $746,900 for the Natural Disaster Water Storage Mitigation Project; and Authorize the Board of Supervisors Chair to Sign the Change Order

CA25. **Public Works**

Appoint Arthur Huet-Stringer to the Parks and Recreation Commission representing District II; Appoint Kassandra Bismeyer as a Member At Large who Resides in District III with Terms Expiring on July 2, 2027

CA26. **Treasurer/Tax Collector/County Clerk**

Approve an Agreement with the Secretary of State for Help America Vote Act (HAVA) Funds in an Amount Not to Exceed $100,000.00 to Enhance Election Technology and Make Election Security Improvements; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA27. **Treasurer/Tax Collector/County Clerk**

Authorize the Request for Approval to Sell 5-Year Tax Defaulted Parcels at the Annual Auction Scheduled for August 9, 2024

E. Items removed from Consent Agenda

None.

F. Departmental Presentation

Shannon Hansen, Public Works Director, noted that the Coulterville pool was open, and that construction had been completed. She noted that the hours of operation would be Monday, Wednesday, and Saturday from 1:00 PM to 5:00 PM. Director Hansen highlighted the Harris Road Bridge, noting there would be a hard closure for fixing it. She noted that it should take seven to ten business days. In response to Chair Menetrey, Director Hansen noted in the affirmative that it will be graded for two-way traffic.

Kari Kisela/Chamber of Commerce noted they would be relaunching “Network at Night”. She noted on Thursday, June 27th, 2024, at 5:00 PM, there will be a Chamber party. She invited all to come down and see the remodel and upgrades to their office.

Ryan Oliphant/Chief Probation Officer, highlighted a few events. He noted on the upcoming Thursday; there would be the “Law Enforcement Torch Run.” He noted it is a 2.6-mile run that begins at the Cal Fire Headquarters and ends at the Courthouse. He also highlighted Sober Grad Night which had taken place on June 7th. He noted the purpose was to ensure the safety of the graduates on a night that can be deadly.

Ellen Bergstone Wasil/Tourism Bureau gave the Clerk of the Board a report. She noted this report informs them who is staying in the community; She noted they hope to add more data like this. She noted they are looking at the summer carefully. She noted they are not seeing vehicle reservations selling out in July or August. She noted they are seeing this across other destination marketing organizations. She expressed that a lot of them are seeing a downturn. She expressed that they are looking at different types of social media

markets as they want to ensure Mariposa County ends up with a strong summer.

Jeremy Briese/Sheriff wanted to give a few shoutouts and highlights. He noted there are a few serious investigations. He noted the Marijuana Enforcement Team (MET) is finishing up a two-day campaign on buts. He gave a shout-out to Ambrosini Helicopter, the county's local helicopter contractor. He noted there were two missing persons. Sheriff Briese noted they used helicopters, drones, and other resources to narrow down where they were located, and it was a successful rescue. He thanked his team and the volunteers for the successful ending.

G. Public Comment on Non-Agenda Items

Carol Suggs/Friends of the Fairgrounds/Rodeo Royalty introduced the 2023/2024 Mariposa County Rodeo Queen, Princess, and Junior Princess.

Tilly Heeley/23-24 Mariposa Rodeo Queen introduced herself and noted she had been part of the Rodeo Royalty Program for six years. She noted the events she had partaken in. She said that August 4th and 10th are the contestant dates for the newly incoming contestants. She further noted on June 29th, the Friends of the Fair would be hosting the "Small Town Hoe-Down," and she would be hosting a fundraiser for the incoming queen's saddle on July 6th.

Emily Ramsey/23-24 Mariposa Rodeo Princess introduced herself and wanted to share what the program has done for her. She noted that it reminds her of why she started this journey, and seeing little kids and the way they looked up to her motivated her. She further noted that this program has given her the tools and skills needed to advocate for the Western rodeo lifestyle. She noted that she wants to go to college.

Ellyson "Elly" Krull/23-24 Mariposa Rodeo Junior Princess noted her favorite memory is riding in the parades and riding horses named Cool Whip and Amigo. She expressed her happiness in meeting new people and doing things she didn't think she could, taking dreams and making them a reality.

Mike Brusa noted the constitution on the wall and began discussing "we the people." He noted it isn't a criticism; it is the nature of government. He said when he looks at history across the world, he discusses approved history textbooks and local institutions. He then discussed gold, the British crown, and that what comes out of Sacramento is nonsense.

H. Board Recognitions

1. **Sheriff's Office**

   Resolution and Tile Plaque for Sean Land Upon His Retirement

Chair Menetrey introduced the item.

Public comment was received by Sheriff Briese who thanked the Board for placing this on the agenda. He noted he felt it was important for the Board to be a part of this conversation as it is about service and the sacrifices and joys. He noted Captain Sean Land has been serving this community since 1996. Sheriff Briese noted he has had the pleasure of working with Captain Land over the years and would describe him as a true professional with all the circumstances and situations he has dealt with. He noted his dedication, loyalty, high energy, and friendship stick out the most to him. Sheriff Briese wished Captain Land the best on his next

chapter and invited the Board and listening public to a cake celebration on June 27th.

Dr. Kristina Keheley/Interim Director of the Health and Human Services Agency, congratulated Captain Land and noted he has been a part of her life for as long as she could remember and knows he will continue to be a part of her life.

Ryan Oliphant congratulated Captain Land, noting that he has been a great partner through the years and that he is a man of true integrity and professionalism, with morals, values, and a work ethic that have been instilled in his children.

Joe Lynch/County Administrative Officer noted he has known Captain Land for the last nine years. He noted Captain Land is one of those individuals on his list to call when things go down. He noted Captain Land is one of those individuals who will handle things whether on or off duty. He thanked Captain Land for his service and noted he felt his capacity to help Mariposa County is not over yet.

Mike Charman/Lieutenant (Lt.) noted that he has known Captain Land for the last twenty years, as he grew up in the same neighborhood. Lt. Charman noted Captain Land taught weightlifting and was a D.A.R.E. Officer; he further noted he worked with Captain Land through the stages of Deputy and Detective and loved working for Captain Land. He noted it has been a privilege, and they are big shoes to fill. He noted the captain has always been someone you could go to and was the first one in and last one out.

Sean Land/Captain noted it had been an honor to serve for 28 years. He noted he would be remiss if he did not acknowledge the struggles families go through, and he noted the support that came from his family was instrumental. He noted the support he received from the board and department heads was also instrumental. He noted moving away from the department would be one of the toughest moves, but noted he had received a lot of support from the new generation as well as the individuals he worked with for as long as 25 years. He thanked the Sheriff and noted his career has been overly enjoyable. He noted he has a lot of fond memories.

Supervisors Forsythe, Toso, Smallcombe, and Menetrey thanked Captain Land for his service and wished him well in his next chapter.

Chair Menetrey presented Captain Land with a Resolution and Tile Plaque.

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

Recess Board of Supervisors

10:09 AM Chair Menetrey recessed the Board of Supervisors meeting while the Clerk of the Board read the announcement.

I. LOCAL TRANSPORTATION COMMISSION

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

Public Comment Period

None.

LTC Regular Agenda

1. **Public Works**

Adopt a Resolution allocating the Transportation Development Act (TDA) Funds for Fiscal Year 2023–2024

Jeannie Morvay-Clayton/Transportation Planning 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

Adjourn LTC

10:12 AM Chair Forsythe adjourned the LTC meeting.

Reconvene as Board of Supervisors

10:13 AM Chair Menetrey reconvened the Board of Supervisors meeting.

J. Regular Agenda Items

Chair Menetrey noted items J.2, J.4, and J.5 had been withdrawn.

1. **Board of Supervisors**

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

10:13 AM Chair Menetrey moved to item J.3 first.

10:15 AM Willow Polson,/President of the North County History Museum gave a PowerPoint presentation. No public comment.

Kudos were received from Supervisors Poe, Smallcombe, and Menetrey.

RESULT:	PRESENTATION HELD

Chair Menetrey then moved to item J.6.

2. **Public Works**

Approve an Agreement with George Reed Inc., for the Downtown Revitalization Phase II Roadway,

DRAFT

Water and Sewer Infrastructure Improvement Project in the amount Not to Exceed $4,441,244; and Authorize the Board Supervisors Chair to Sign the Agreement

RESULT: WITHDRAWN and RESCHEDULED to JUNE 25th, 2024, at 9:00 AM or SOON THEREAFTER

3. **Planning**

Authorize the Board of Supervisors Chair to Sign a "Letter of Public Convenience and Necessity" to the Department of Alcohol Beverage Control to Issue a Type 20 Off-Sale Beer and Wine Licenses that would Otherwise be Subject to the State Moratorium, Census Block 06-043-010-001, for the Building Located at 4808 Highway 140, Mariposa (Wildhaven Yosemite)

This item was taken up first on the regular agenda.

Kaitlyn Casner/Planner 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

4. **Administration**

Approve Agreement between Mariposa County and SEIU Local 521 regarding Compensation Alignment for Eligibility Specialist I, II, III Series; and Authorize Board of Supervisors Chair to Sign Agreement.

RESULT: WITHDRAWN and RESCHEDULED to JUNE 25th, 2024, at 9:00 AM or SOON THEREAFTER

5. **Administration**

Rescind Resolution 1987-421, 1991-258, and 2009-258; and Approve the New Pre-Employment Medical Exam Policy

RESULT: WITHDRAWN

6. **Administration**

Adopt a Resolution Adopting the 2024-25 Fiscal Year Budget and Authorizing Certain Actions in Order to Implement the Fiscal Year 2024-25 (FY25) Budget

Joe Lynch gave the staff report.

Public comment received by Mike Brusa who noted he used to manage a budget of 23 million for a school district. He noted that the document is 239 pages long and contains many line references to different funds, making it somewhat difficult to sit down and observe.

In response to Supervisor Poe, Mr. Lynch noted that for them to prepare an accurate budget, they need up-to-date information.

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

DRAFT

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

K. Closed Session

Chair Menetrey read the closed session items.

Public comment was received for K.1 from Mike Brusa who noted he didn't know anything about what was going on, but that when he was in negotiations, asks would be available. No public comment was received on K.2.

10:51 AM Chair Menetrey recessed the Board into closed session.

1. **Administration**

CLOSED SESSION: Conference with Labor Negotiators: Name of County Designated Representative: Shelline Bennett: Employee Organization: Mariposa County Managerial/Confidential Organization (MCMCO); and Service Employees International Union (SEIU)

RESULT: CLOSED SESSION HELD

2. **County Counsel**

CLOSED SESSION: Conference with Legal Counsel; Existing Litigation: Ted Dwyer V. County of Mariposa; WCAB No.: ADJ10168154, ADJ10168168, ADJ1016816464

RESULT: CLOSED SESSION HELD

Report Out

12:34 PM Chair Menetrey reconvened the meeting and reported that during closed session, information was received and direction was given on both closed session items.

L. Board Information

None.

M. Adjournment

12:38 PM Chair Menetrey adjourned the Board meeting.

Respectfully submitted,

Danielle Bondshu
Clerk of the Board

DRAFT

Miles Menetrey
Chair, Board of Supervisors

DRAFT

Mariposa County

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

BOARD OF SUPERVISORS
ACTION SUMMARY MINUTES
JUNE 25, 2024

DRAFT

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

9:01 AM 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. Regular Agenda Items

1. **Sheriff's Office**

   Amend an Agreement with Trinity Services Group to extend the service dates; and Authorize the Board of Supervisors Chair to Sign the Agreement

Jermey Briese/Sheriff gave the staff report. No public comment.

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

2. **Administration**

Approve Agreement between Mariposa County and SEIU Local 521 regarding Compensation Alignment for Eligibility Specialist I, II, III Series; and Authorize Board of Supervisors Chair to Sign Agreement

Chris Ferbrache/Human Resources gave the staff report. Abel Del Real-Nava/Assistant County Administrative Officer, noted that this is aligning compensation with other similar positions. He noted that it has caused a rotating door for that position. He also noted that the State has a severe 45% vacancy rate. No public comment was received.

In response to questions from Supervisors Forsythe and Poe, Mr. Ferbrache noted they are the face of social services. Dr. Kristina Keheley/Interim Health and Human Services, noted that their job is merit-based, and some need to take an entry test before they can begin work.

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

3. **Administration**

Approve Budget Action Releasing Pension Obligation Bond Designation Funds ($662,054) and Capital Project Reserve Funds ($67,946) and Mariposa Parking Funds ($20,000) and Transferring Funding to the Downtown Revitalization Fund ($750,000) to Account for Over-Obligation of the Relief Funds; and to Correct Account Category Budgets in both the State and Local Fiscal Recovery Fund ($771,943) and Local Assistance and Tribal Consistency Fund ($2,168,790) (4/5's Vote Required)

Leigh Westerlund/Assistant County Administrative Officer, gave the staff report and PowerPoint presentation. No public comment. Board discussion ensued.

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

4. **Public Works**

Approve an Agreement with George Reed Inc., for the Downtown Revitalization Phase II Roadway, Water and Sewer Infrastructure Improvement Project in the amount Not to Exceed $4,441,244; and Authorize the Board Supervisors Chair to Sign the Agreement

Shannon Hansen gave the staff report. No public comment.

DRAFT

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

5. **County Counsel**

Appoint Courtney Progner Morrow and Re-Appoint Steve Dahlem and Brad Jouett to the Mariposa County Safety Committee as Members Representing Management with Terms Expiring, February 15, 2026

Chris Ferbreche 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

6. **County Counsel**

Adopt the Mariposa County Workplace Violence Prevention Plan

Chris Ferbrache gave the staff report. No public comment.

AMENDED: On page 8 of the policy, section 5.13, insert the word "ways" after various and before suitable.

RESULT:	**Adopted as AMENDED (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

D. Adjournment

10:19 AM Chair Menetrey adjourned the meeting,

Respectfully submitted,

Danielle Bondshu
Clerk of the Board

Miles Menetrey
Chair, Board of Supervisors

DRAFT

DRAFT

Mariposa County

P.O. Box 784, Mariposa, CA 95338 (209) 966-3222
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MILES MENETREY, CHAIR	**DISTRICT V**
ROSEMARIE SMALLCOMBE, VICE-CHAIR	**DISTRICT I**
WAYNE FORSYTHE	**DISTRICT IV**
SHANNON POE	**DISTRICT II**
DANETTE TOSO	**DISTRICT III**

BOARD OF SUPERVISORS
ACTION SUMMARY MINUTES
JULY 2, 2024

DRAFT

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

Chair Menetrey called the meeting to order.

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

B. Pledge of Allegiance

Chair Menetrey led the pledge.

C. Introductions

None.

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

Chair Menetrey noted H. 2 had been withdrawn and also noted there would be a hard stop at 11:00 AM for a closed session item. He noted further that item CA. 9 required a 4/5th and CA. 2 was being pulled for a separate vote. No public comment.

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

CA3. **Auditor**

Adopt a Resolution Establishing Health Insurance Contributions for Current Retirees to be Effective September 1, 2024

CA4. **Board of Supervisors**

Ratify Letter of Support for Senate Bill (SB) 1249 (ROTH) as Amended (Supervisor Smallcombe)

CA5. **County Counsel**

Approve Lease Agreement with Mariposa Preschool Cooperative for Fiscal Year 2024/2025 in the Amount of $467.50 Per Month; and Authorize Chair of the Board of Supervisors to Execute Lease Agreement

CA6. **Fire**

Approve Recommended Funding Proposals from the Secure Rural Schools and Community Self-Determination Act of 2000

CA7. **Health and Human Services Agency**

Approve an Agreement with Community Social Model Advocates in the Amount of $375,000 for Inpatient Residential Care; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA8. **Health and Human Services Agency**

Approve an Agreement with County of Santa Cruz in the Amount of $71,500 for County-Based Medi-Cal Administrative Activities (CMAA)/Targeted Case Management (TCM); and Authorize the Board of Supervisors Chair to Sign the Agreement

CA9. **Health and Human Services Agency**

Approve Budget Action Increasing Revenue and Appropriations Recognizing Grant Funds in the Health and Human Services Agency Environmental Health Division for the Local Assistance Grant Program SB 1383 ($75,000) (4/5ths Vote Required)

CA10. **Health and Human Services Agency**

Approve an Agreement with Mountain Mental Health in the Amount of $600,000 for Counseling; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA11. **Health and Human Services Agency**

DRAFT

Approve an Agreement with Aegis Treatment Center, LLC in the Amount of $150,000 for Outpatient Narcotic Treatment Services; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA12. **Health and Human Services Agency**

Approve an Agreement with Mariposa Safe Families in the Amount of $384,000 for Child Abuse Prevention; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA13. **Health and Human Services Agency**

Approve an Agreement with Christine Doss Dba: Transformations Counseling and Community Services in the Amount of $600,000 for Specialty Mental Health Services; and Authorize the Board of Supervisors Chair to Sign the Agreement

E. Items removed from Consent Agenda

CA2. **Administration**

Approve an Agreement with Tangent in the Amount of $170,000 for Microsoft Services; and Authorize the Board of Supervisors Chair to Sign the Agreement

Chair Menetrey noted this item was pulled for an amendment to the action. No public comment.

AMENDED: Insert the language "in an Amount Not to Exceed."

RESULT:	**Adopted as AMENDED (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

F. Departmental Presentation

Dr. Kristina Keheley/Interim Health and Human Services Agency Director, noted there was an upcoming heat event that would begin the following day and last up to 14 days. She noted that the following day; there would be cooling centers at all branches of the County Library from 11:00 AM to 8:00 PM as well as at McKay Hall from 10:00 AM to 9:00 PM. She noted there would be water and snacks available. She announced if any resident needed assistance to call 209-259-0677.

Steven Ward/Division Chief Cal Fire/County Fire noted there had been a fire safety event held in Greeley Hill. He noted there was a trainer there. He noted they are currently seeking a grant to replace a piece of equipment. He announced that Cal Fire is now at peak staffing levels: three dozers, eighteen engines, and four crews per unit per day. He noted the upcoming heat wave would make fuels more susceptible. He noted there was a press release sent out as there had been a structure fire in Don Pedro which resulted in an arrest.

Shannon Hansen/Public Works and Transportation Director, gave an update on the Downtown Revitalization contract. She noted George Reed would begin July 18th. She further noted that Public Works had been

DRAFT

pushing out information and would be hosting a town hall.

G. Public Comment on Non-Agenda Items

Alex Bloom/Economic Development Manager for Mother Lode Job Training gave a few updates and thanked the Board.

H. Regular Agenda Items

1. **Public Works**

Approve the Option to Purchase Hanger #52 at the Mariposa-Yosemite Airport; and Authorize the Board of Supervisors Chair to Sign the Agreement and Any Other Documents Necessary to Execute the Sale (Subject to Approval as to Form by County Counsel)

Samuel Cerveny/Deputy Director of Public Works and Transportation gave the staff report. He noted this was for the purchase of hangar number 52.

Public comment was received by Greg Bean/Hangar 52 owner who noted there was another person who wants to purchase it from him and he does not understand why the County wants it.

In response to Mr. Bean's comment, Mr. Cerveny noted per the Federal Aviation Administration (FAA), an airport needs to be self-sustaining. He noted the payoff and future revenue from leasing or renting the hangar would help move the airport to being more sustainable.

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

2. **Administration**

Request to Vacate Two Open Positions, the Senior Development Services Technician (Sr. DST) and Development Services Technician (DST) Positions; and Allocate an Administrative Analyst I/II – Development Services Permit Coordinator

RESULT: WITHDRAWN

I. Closed Session

9:21 AM Chair Menetrey read the Closed Session items. No public comment was received on any of the closed-session items.

9:23 AM Chair Menetrey recessed the Board into closed session.

1. **County Counsel**

CLOSED SESSION: Conference with Legal Counsel: Anticipated Litigation; Significant Exposure to

DRAFT

Litigation Pursuant to Subdivision (b) of Government Code Section 54956.9; Number of Cases to be Discussed: 1

RESULT: CLOSED SESSION HELD

2. **Administration**

CLOSED SESSION: Conference with Labor Negotiators: Name of County Designated Representative: Shelline Bennett: Employee Organization: Mariposa County Managerial/Confidential Organization (MCMCO); and Service Employees International Union (SEIU)

RESULT: CLOSED SESSION HELD

3. **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

Report Out

10:18 AM Chair Menetrey reconvened and reported out of closed session that for closed session items one and 2, information was received and direction was given, and for closed session item 3, the Board approved to reject claim C24-4 by unanimous vote.

J. Board Information

None.

K. Adjournment

10:19 AM Chair Menetrey adjourned in memory of James R. Wass Jr., Nadine Parish Gray, Rosann Marie Galton Burley, and Janelle Grillo Hall.

Respectfully submitted,

Danielle Bondshu
Clerk of the Board

Miles Menetrey
Chair, Board of Supervisors

DRAFT

MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING: October 1, 2024

TO: The Board of Supervisors

FROM: Kristina Keheley, Health and Human Services Agency Director

RE: Proclaim the Month of October 2024 as "Breast Cancer Awareness Month" and October 18, 2024, as "Mammography Day"

RECOMMENDATION AND JUSTIFICATION

Proclaim the Month of October 2024 as "Breast Cancer Awareness Month" and October 18, 2024, as "Mammography Day."

This proclamation will bring attention to breast cancer. Increasing the awareness of the impacts of both breast cancer and of early detection and intervention may lead to increased screening/mammography and decrease the burden of disease in the community.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board has previously recognized this month as "Breast Cancer Awareness Month" via proclamation and has recognized "Mammography Day."

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not proclaim and miss the opportunity to recognize and raise awareness for an important cause.

FINANCIAL IMPACT

No financial impact.

ATTACHMENTS

1. **Breast Cancer Awareness Month 2024**

VOTE RESULT

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

The Mariposa County Board of Supervisors

proclaims

The Month of October 2024

as

"Breast Cancer Awareness Month"

and the

18th of October, 2024,

as

"Mammography Day"

WHEREAS, breast cancer is the most commonly diagnosed cancer among American women, besides skin cancer; and

WHEREAS, on average, about 19 women each year in Mariposa County are diagnosed; about one third of these women are not diagnosed until they are at an advanced stage of the disease; and the majority of these women are over the age of 65; and

WHEREAS, death rates from breast cancer have been declining, and this decline is thought to be the result of treatment advances, earlier detection through screening, and increased awareness; and

WHEREAS, mammography, an x-ray of the breasts can detect breast cancer up to two years before physical symptoms can be seen or felt; and

NOW, THEREFORE, BE IT PROCLAIMED that the Mariposa County Board of Supervisors, a political subdivision of the State of California, do hereby proclaim October, 2024 **"Breast Cancer Awareness Month"** and October 18th as **"Mammography Day"** in Mariposa County.

PASSED AND ADOPTED by the Mariposa County Board of Supervisors of Mariposa County this 1st Day of October, 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

Agenda Item – No Resolution Requested

MEETING: October 1, 2024

TO: The Board of Supervisors

FROM: Steve Engfer, Planning Director

RE: Appoint Alicia Rodriguez as a member Representing the Mariposa County Arts Council category to the Mariposa Town Advisory Task Force with a Term Expiring One Year from the Date of the First Scheduled Meeting of the Task Force

---

RECOMMENDATION AND JUSTIFICATION

Appoint Alicia Rodriguez as a member Representing the Mariposa County Arts Council category to the Mariposa Town Advisory Task Force with a Term Expiring One Year from the Date of the First Scheduled Meeting of the Task Force.

Rodriguez has expressed interest in serving on this task force.

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

BACKGROUND AND HISTORY OF BOARD ACTIONS

It is customary for the Board of Supervisors to Appoint or Re-appoint the committee members.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

If members are not appointed or re-appointed, this would result in vacancies which could cause a lack of quorums for the committee until the vacancies are advertised and filled.

FINANCIAL IMPACT

Not Applicable.

ATTACHMENTS

1. **240829 Redact app - Alicia Rodriguez**
2. **240820 Mariposa Town Advisory Task Force Vacancy Notice**

VOTE RESULT

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

RECEIVED
RECEIVED AUG 29 /24
AUG 29 2024 BOARD OF SUPERVISORS
BOARD OF SUPERVISORS

County of Mariposa

5100 Bullion Street
P.O. Box 784
Mariposa, CA 95338

(209) 966-3222

Application for Appointment to Mariposa County

BOARDS, COMMISSIONS AND COMMITTEES

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

Name of Board, Commission or Committee for which you are applying:
Mariposa Task Advisory Force

INSTRUCTIONS

Completely fill out this form, sign and return to:

Clerk of the Board
5100 Bullion Street
P.O. Box 784
Mariposa, CA 95338

Supervisorial District in which you Reside: 4

Length of Residency in the County: 46 years

First Name:
Alicia

Last Name:
Rodriguez

Mailing Address:
PO Box 1077

Email Address:

Are you Over 18 Years of Age:
yes

Employment Status: Full Time and Self Employed

Employer's Name:
Mariposa County Arts Counncil

Employer's Address:

Day Telephone Number:

Cell Phone Number:

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

To fullfill the Arts Council's spot on the committe and to further help the County of Mariposa with tasks that need to be completed.

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

n/a

NOTE: THIS DOCUMENT IS SUBJECT TO PUBLIC INSPECTION

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

I hold a degree in Accounting and I am a small business owner. I have worked for the Mariposa County Arts Council for 26 years. During the time I have worked here I have gained knowledge by attending Board of Supervisors and Historical Sites meetings. Also have been involved in Creative Placemaking and the Murals and Gateway projects most currently.

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

No If Yes, please explain:

Resumé Attached:	**Time(s) you have available to attend meetings (days, evenings, etc.):**	**Do you have transportation?**
Yes	Tues-Thur 10-4pm	yes

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

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

Dated: 8/29/2024 Signature: Alicia Rodriguez

NOTE: THIS DOCUMENT IS SUBJECT TO PUBLIC INSPECTION

Mariposa County

STEVE ENGFER
Planning Director

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

NOTICE OF VACANCIES ON THE MARIPOSA TOWN ADVISORY TASK FORCE

There are four (4) vacancies that currently exist on the Mariposa Town Advisory Task Force (MATF), for a one (1) year term from the date of the first scheduled meeting of the Task Force.

MEMBERSHIP REQUIREMENTS or CONSIDERATIONS include the following:

A. Eligible members shall be:

1. Members shall be employed at a place of business or serving as a volunteer worker within the geographic boundaries of the Mariposa Town Planning Area; or
2. Own a business located within the geographic boundaries of the Mariposa Town Planning Area; or
3. Reside within the geographic boundaries of the Mariposa Town Planning Area; or
4. Own real property located within the geographic boundaries of the Mariposa Town Planning Area.
5. Members shall maintain these qualifications for their entire term of appointment.

B. The Task Force is to represent a cross section of the above categories of eligibility:

1. At least three (3) members must represent the business community. (A)
2. At least one (1) member shall be appointed from the Historic Sites and Records Commission. (B)
3. At least one (1) member shall be appointed from the Mariposa County Museum Advisory Board. (C)
4. At least one (1) member shall be an employee or volunteer of the Mariposa County Arts Council. (D)
5. At least one (1) member shall reside within the geographical boundaries of the Mariposa Town Planning Area. (E)
6. At least one (1) at-large member that meets the criteria of either number 2, 3, or 4 from, Section I,C. (F)

The PURPOSE AND TASK of the MATF include the following:

The Task Force shall serve as an advisory body to the Mariposa County Board of Supervisors. Duties of the Task Force shall be to Review and evaluate the Town Plan and its policies and programs to provide recommendations for plan updates including, but not limited to:

1. Consideration and review of existing development conditions to establish current baseline development data.
2. Evaluate and recommend zoning and development standards changes considering alignment with the Development Code update.

3. Establish plan update task prioritization list as relates to County project advancement within the Plan area, such as the Creek Parkway, Fournier Road Bridge, Streetscape Improvement Plan, Gateway Murals and Elements.
4. Evaluation and Review of Mariposa Public Utility District (MPUD) Service Area Annexation to the Town Plan Area for Creatin of any plan update needs recommendations.
5. Consider and recommend circulation and any additional street improvement program in the Town Plan Area.
6. Provide recommendations to implement, modify, update, or eliminate programs or policies and propose new programs or polices responsive to the needs of the Town Plan Area for economic development, as well as alignment of the Town Plan for County housing objectives and the 2024 Housing Element Update.

If you are interested in serving on the committee, please submit an application for the MATF to: **Clerk of the Board, PO Box 784, Mariposa, CA 95338**

DEADLINE FOR APPLICATIONS: Open Until Filled

Applications may be obtained at the following locations:

Planning Department, Government Center, 5100 Bullion Street, Mariposa, CA 95338 and **On-line** at: https://www.mariposacounty.org/DocumentCenter/View/91926/220414-Combo-application-supplemental-questionnaire?bidId=

For more Information visit the County Website or contact: Steve Engfer, Planning Director Mariposa County Planning Department Telephone: (209) 966-5151; email:sengfer@mariposacounty.org

Posting Locations:
Mariposa County Planning Department
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
Bootjack Store
Wawona Post Office
Woodland Gas, Food, & Liquor
Yosemite Valley Post Office
Yosemite West Community Board
Catheys Valley Post Office
Coulterville Post Office
El Portal Post Office
www.mariposacounty.org/planning

Posted: Mailed for posting on 8/20/24 ~ Leave posted until notified.

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-419

MEETING:	October 1, 2024
TO:	The Board of Supervisors
FROM:	Shannon Hansen, Director of Public Works and Transportation
RE:	Authorize the Public Works Directors to Waive the Encroachment Fee of $206 for the 13th Annual Cruise Night on October 18th, 2024, from 5:00 PM to 8:00 PM

RECOMMENDATION AND JUSTIFICATION

Authorize the Public Works Directors to Waive the Encroachment Fee of $206 for the 13th Annual Cruise Night on October 18th, 2024, from 5:00 PM to 8:00 PM.

This annual event features a classic car cruise through downtown Mariposa, offering car owners the opportunity to showcase their vehicles while the public gathers to enjoy the show. It's a fun event for the whole family.

A car show will also be held on Saturday, October 19th, 2024, at the Mariposa Fairgrounds from 10:00 AM to 4:00 PM.

BACKGROUND AND HISTORY OF BOARD ACTIONS

This event has been supported by the Board for several years.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve, the event will be cancelled.

FINANCIAL IMPACT

None

ATTACHMENTS

1. **2024 Car Show Letter to Board of Supervisors (BOS)**
2. **CHP Letter**
3. **Cruise Night Assemblage Permit**
4. **Cruise-County Encroachment Permit Application**
5. **Flyer**
6. **Parade Exhibit Map 2024**

VOTE RESULT

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

SECONDER: District II Supervisor Shannon Poe

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

MARIPOSA
COUNTY CHAMBER OF COMMERCE
5158 Hwy 140 | PO Box 425 | Mariposa, CA, 95338 | 209 966 2456 | mariposachamber.org

Sep 10, 2024
Mariposa CA 95338

To Whom it May Concern

The Mariposa County Chamber of Commerce would like to formally request the approval of the Mariposa County Board of Supervisors to allow the Mariposa Yosemite Hot Rod & Custom Car Show with Cruise Night to take place. The proposed dates are October 18th and 19th, 2024.

Cruise Night will be on October 18th from 5:30 PM to 6:30 PM and will be held on “Main Street”; specifically Mariposa/Hwy 140 from Highway 49 South to Highway 49 North.

Line up for this event begins October 18th at 4:30pm at the O’reillys parking lot. Highway 140 will be closed to through traffic from 5:30pm to 6:30pm.

We ask that any fees regarding county permits please be waived.

The Car show will be held at the Fairgrounds on the day of October 19, 2024- Open to the public from 10am to 4pm. Judging and awards will take place at 3pm. There will be food vendors, goods vendors, music, cars, and good times to be had.

Sincerely,

Kari Kisela
Mariposa County Chamber of Commerce

State of California – Transportation Agency GAVIN NEWSOM, Governor

DEPARTMENT OF CALIFORNIA HIGHWAY PATROL
Mariposa CHP Area
5264 Highway 49 North
Mariposa, CA 95338
(209)966-3656
(800) 735-2929 (TT/TDD)
(800) 735-2922 (Voice)

September 4, 2024

File No.:455.15326.A16737.Cruise Night

Mariposa County Board of Supervisors
P.O. Box 276
Mariposa, CA 95338

Dear Board Members:

The Mariposa office of the California Highway Patrol has received and reviewed an application from the Cruise Night Parade. This event is scheduled for October 18, 2024. We ask that while the event is being held, the responsible individual(s) requesting approval, ensure adequate parking areas are available to both event personnel and attendees to prevent any vehicles from parking or interfering with traffic on SR 140 or SR 49. In the event more vehicles arrive than anticipated, the responsible individual(s) are asked to immediately notify the CHP at (209) 356-2900.

We appreciate you allowing us the opportunity to respond to the potential concerns we foresee. In the event there is any problem obtaining the Cal Trans encroachment permit please contact us. If there is any additional assistance which can be provided by the California Highway Patrol, please contact Sergeant Steven Lewis at (209) 966-3656.

Sincerely,

G. PEIRSOL II, Lieutenant
Commander
Mariposa Area

RECEIVED

AUG 23 2024

HEALTH & HUMAN SERVICES
OF MARIPOSA COUNTY

Application for Public Assemblage Permit

Pursuant to Mariposa County

Code Chapter 8.28

To: Mariposa County Sheriff's Department

Application Date: 8/20/24

Scheduled Date of Event: 10-18-24 **Time:** 5:30 pm - 6:30 pm

Exact Location of Each Activity: Cruise from O'reillys to downtown via Highway 140. Approx. 1 hour.

Number Of People Attending, (Reasonable Estimate): 300

Brief Description of Planned Activity: (Include Number and Type of Performance, Events, Names of well-known performers or public figures which would affect crowd size.)

Cruise night downtown with guest Mike Henry from History Channels show "Counts Kustoms"

Cars cruising are car show participants cruise starts @ O'Reillys to down town.

Will Food, Beverages, Or Alcoholic Beverages be sold, Provided or Consumed? NO

If Yes, Please Give Details.

Please List Mode, Extent, And Nature of Advertising: Social media, word of mouth, radio, newspaper. . . Annual event.

Please list Names, Addresses, and Phone Numbers for all people responsible or in charge of the activity, specifying person to be contacted for the purpose of the application:

*1. Bob Wright 559-679-0883 *

*2. Kari Kisela - 209-347-2877 *

3. Mariposa Chamber - Jacob Hawley 209-552-9124

4. Steve Atchison 209-769-1358

5.

6.

If more space is needed, please attach on a separate page.

Please list all Arrangements made to provide the public health, safety and welfare requirements as required under Mariposa County Code 8.28.034,

Fire Safety: Mariposa Co. Fire

Sanitation Facilities: Public

Police Protection: Mariposa Co Sheriff

Zoning & Land Use: Encroachment Permit

Parking & Traffic Control: CHP, Public Works, Volunteers

Emergency Medical Services: JCF Hospital, Mercy Ambulance

Insurance/Bond: Mariposa Chamber of Commerce

ABC License number (If applicable): N/A

Copies to be sent or taken to the following agencies for signatures and approval or disapproval:

(Must be returned to Sheriff's Office within 10 days)

Agency	Signature	Approval	Conditions	Disapproval	Date Signed
County Fire		8-22-24			
Health Dept.		8/26/24	10/1 food reg permits		
Hospital		8/28/24			8/28/2024
Planning		8/28/24	NONE		8/28/24
CHP		9/6/24			9/6/24
Sheriff		9.10.24	none		9.10.24
Other:					

Any Agency listing disapproval, please cite reasons for disapproval: _____

Any agency listing conditions, please attach conditions for approval to this application.

Submit to Sheriff's Office for Final Approval.

Application: Mariposa Chamber of Commerce

Address: 5158 Hwy 140, Mariposa

Phone Number: 209-966-2456

Kari@mariposachamber.org

COUNTY OF MARIPOSA
APPLICATION FOR ENCROACHMENT PERMIT

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

DATE: 8/20/24 Building Permit #: N/A

APPLICANT: Mariposa-Yosemite Hot Rod & Custom Car Show - Cruise night

THE UNDERSIGNED HEREBY APPLIES FOR PERMISSION TO EXCAVATE, CONSTRUCT AND/OR OTHERWISE ENCROACH ON A COUNTY RIGHT-OF-WAY ON (ADDRESS) Hwy 140, Town of Mariposa AND AGREES TO DO THE WORK IN ACCORDANCE WITH COUNTY RULES AND REGULATIONS AND SUBJECT TO COUNTY INSPECTION AND APPROVAL, BY PERFORMING THE FOLLOWING WORK (PLEASE COMPLETE ALL THAT APPLY):

1. ☐ DRIVEWAY
   ☐ ROAD CROSSING (WATER PIPE, CULVERT, ETC. EXPLAIN BELOW)
   ☒ SPECIAL EVENT (EXPLAIN BELOW) DATE OF EVENT 10-18-24
   ☒ OTHER (EXPLAIN BELOW)

Hwy 140, Town of Mariposa
cruise night 10-18-24 5:30pm - 6:30pm
roads monitored by volunteers.

2. DRIVING INSTRUCTIONS FROM A KNOWN LANDMARK TO LOCATION OF ENCROACHMENT, I.E., INTERSECTION OF COUNTY ROADS, STATE HIGHWAYS OR TOWN, ETC.

See attached map
Starting @ Coakley & ends @ Hwy 140/49 junction

3. ATTACH MAP SHOWING LOCATION AND SKETCHES SHOWING WHAT IS TO BE DONE. SHOW LOCATION OF THE STAKE MARKING PROPOSED ENCROACHMENT OR WORK TO BE DONE.

4. ASSESSOR'S PARCEL NUMBER: _____

5. ADDRESS OF PARCEL: State of California right of way, local roads

APPLICANT IS REQUESTED TO STAKE THE ENCROACHMENT LOCATION WITH THE **PINK CARD** PROVIDED.
NO PERMIT WILL BE ISSUED UNTIL POSTING HAS BEEN COMPLETED AND APPROPRIATE FEES HAVE BEEN COLLECTED.
WORK WILL NOT BE STARTED UNTIL AN ENCROACHMENT PERMIT HAS BEEN ISSUED BY THE DEPARTMENT OF PUBLIC WORKS.

PERMIT NO.: _____

DATE ISSUED: _____

PHONE NUMBER: _____

OWNERS NAME: Mariposa Chamber of Commerce

PRINTED NAME OF APPLICANT: James Wright

SIGNATURE OF APPLICANT: _____

MAILING ADDRESS: PO Box 425
Mariposa, Ca 95338
Kari@mariposachamber.org

Mariposa County Chamber of Commerce

13th Annual

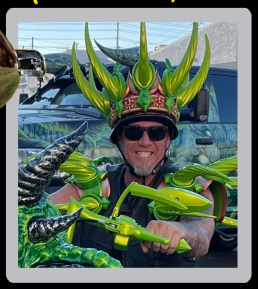
Mariposa Yosemite

HOT ROD CUSTOM CAR SHOW



2023 Best of Show

Special Guest



HORNY MIKE
from
Count's Kustoms

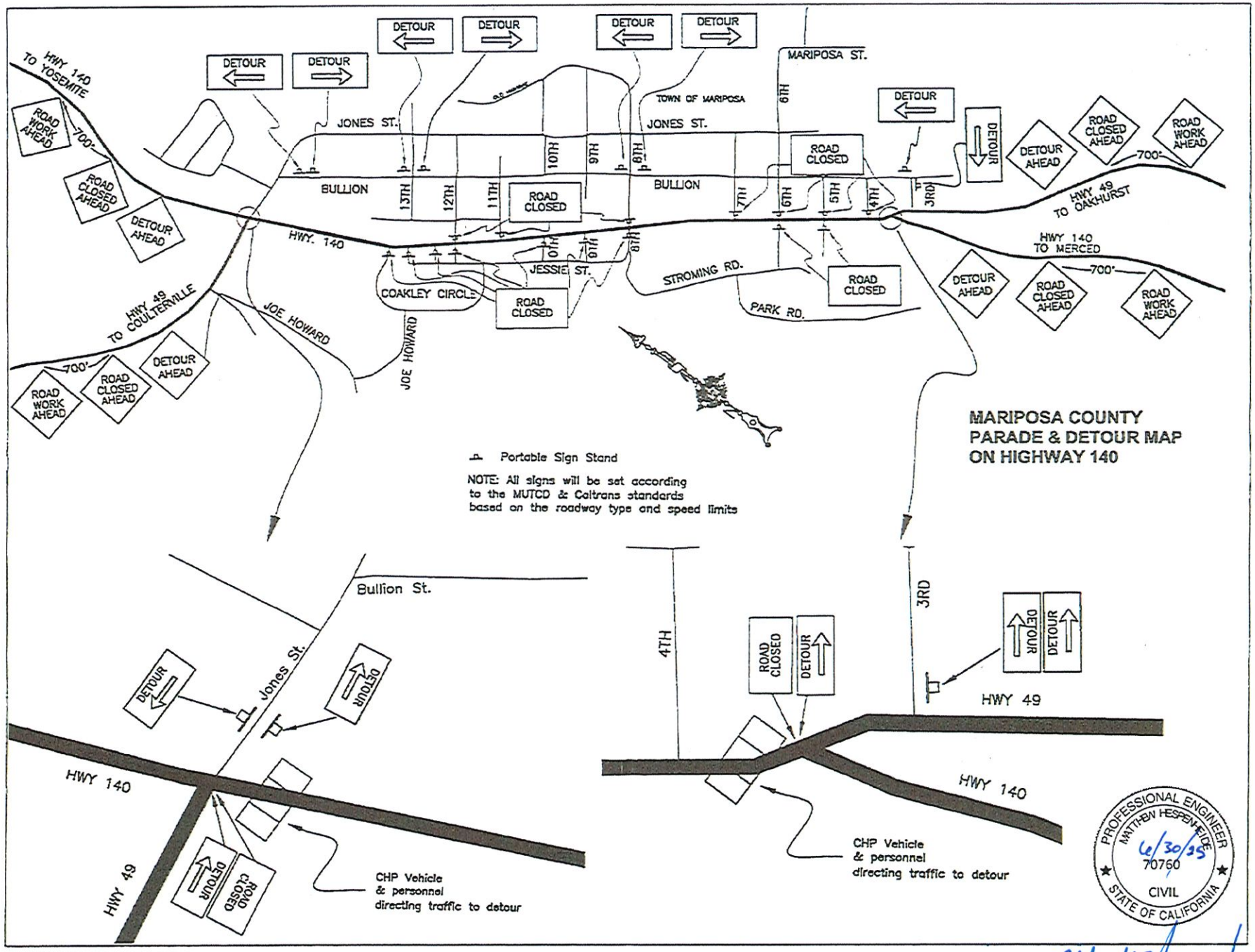
FRIDAY
OCTOBER 18, 2024
5PM to DARK
CRUISE NIGHT
DOWNTOWN MARIPOSA

SATURDAY
OCTOBER 19, 2024
10AM to 4PM
MARIPOSA COUNTY
FAIRGROUNDS

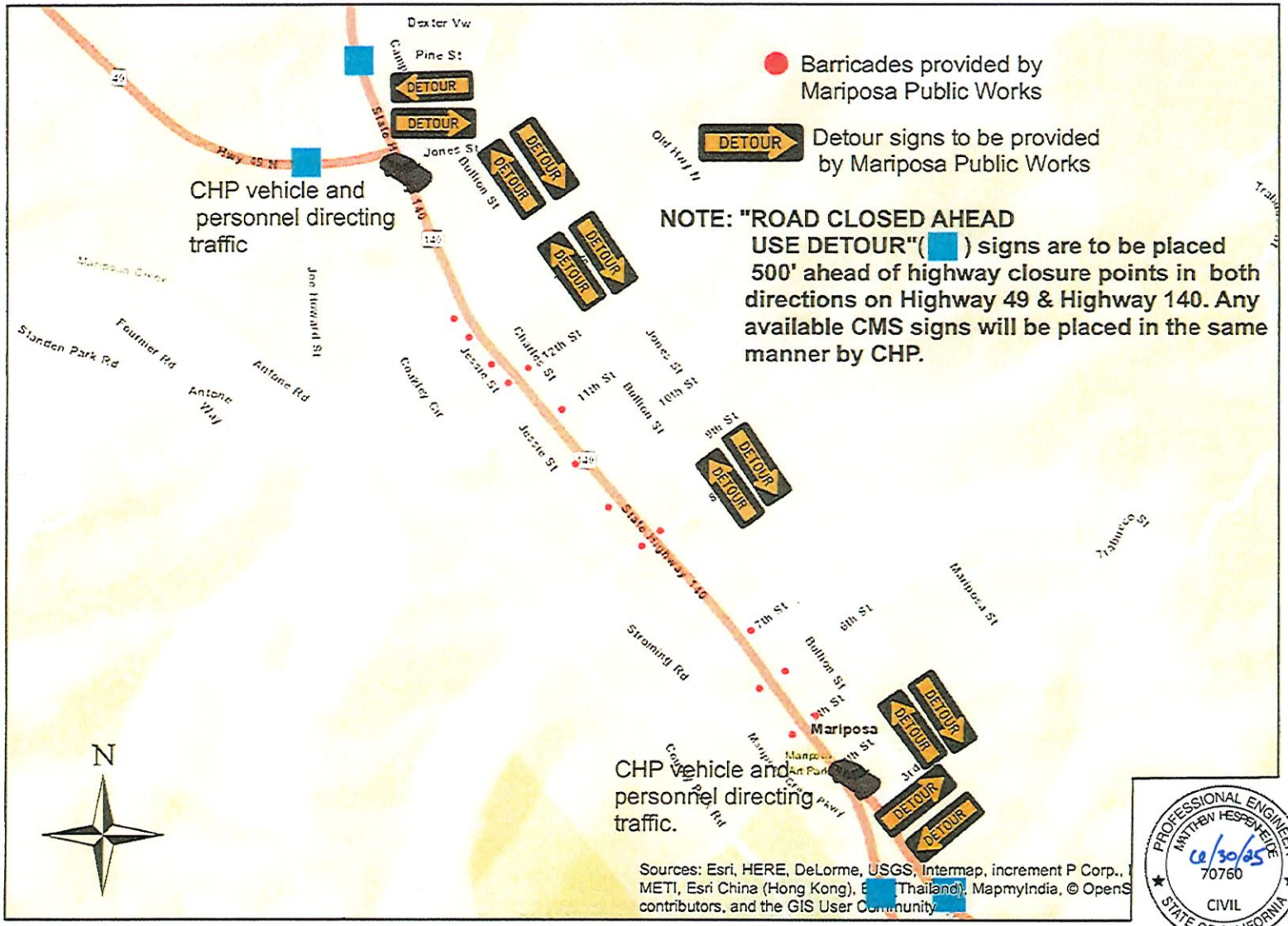
FOOD
MUSIC
AWARDS
VENDORS
GOODY BAGS

Pre-register at www.MariposaCarShow.org

MARIPOSA
COUNTY CHAMBER OF COMMERCE



Matt Hespenheide
8/5/24



PROFESSIONAL ENGINEER
MATTHEW HESPENHEIDE
6/30/25
70760
CIVIL
STATE OF CALIFORNIA

Matt Hespenheide 8/5/24

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-420

MEETING: October 1, 2024

TO: The Board of Supervisors

FROM: Jeremy Briese, Sheriff

RE: Approve First Amendment to Agreement with Tyler Technologies Increasing the Amount by $33,485, for a New Amount Not to Exceed $672,286, for the Jail Management Software; and Authorize the Board of Supervisors Chair to Sign the Amendment

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RECOMMENDATION AND JUSTIFICATION

Approve First Amendment to Agreement with Tyler Technologies Increasing the Amount by $33,485, for a New Amount Not to Exceed $672,286, for the Jail Management Software; and Authorize the Board of Supervisors Chair to Sign the Amendment.

This amendment includes the Data Conversion upgrade to meet standards, set up and configuration or the upgraded data conversion and ECR (Enterprise Custom Reporting) training and consulting.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board approved the original agreement resolution number 2023-526 on September 19, 2023 and has approved amendments similar to this item in the past.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

If not approved, the current agreement specifications will not meet the standards needed for tracking, monitoring and collaborating with outside agencies regarding Justice Involved individuals.

FINANCIAL IMPACT

None, this increase is covered in the Grant Funding previously approved.

ATTACHMENTS

1. **Tyler Technologies Jail 23-28 FE**
2. **Amedned Tyler Technologies Jail 23-28**

VOTE RESULT

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

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MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-526

MEETING: September 19, 2023

TO: The Board of Supervisors

FROM: Jeremy Briese, Sheriff

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

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RECOMMENDATION AND JUSTIFICATION

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

The current jail management system is antiquated and not properly equipped to facilitate data management as required by BSCC and California State Department of Health Care Services. New mandates imposed by the state require pre-release Medi-Cal screening and enrollment, which the current system is not able to account for. Tyler Technologies has been selected due to its modern, user-friendly nature as well as the existing Tyler Tech footprint within other Mariposa County criminal justice agencies such as the Superior Court and Probation Department. The ability to electronically interface with these organizations will create efficiency in achieving compliance with DHCS mandates and better criminal justice related data management for Mariposa County.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The board has approved new software programs in the past.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

The Sheriff's Office Adult Detention Facility will remain behind the curve with technology and tracking,monitoring, and collaborating with outside agencies regarding Justice Involved individuals.

FINANCIAL IMPACT

The first year will be covered by Grant Funds, the following years will be requested in the budget process. Budget Action was completed on prior board item.

ATTACHMENTS

1. **Tyler Technologies Inc 23-28**

VOTE RESULT

RESULT: **Adopted (UNANIMOUS)**
MOVER: District I Supervisor Rosemarie Smallcombe
SECONDER: District II Supervisor Shannon Poe

DS SN

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

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SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client selected Tyler to provide certain products and services set forth in the Investment Summary, including providing Client with access to Tyler's proprietary software products, and Tyler desires to provide such products and services under the terms of this Agreement;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

SECTION A – DEFINITIONS

- **"Agreement"** means this Software as a Services Agreement.
- **"Business Travel Policy"** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **"Client**" means Mariposa County, CA.
- **"Data"** means your data necessary to utilize the Tyler Software.
- **"Data Storage Capacity"** means the contracted amount of storage capacity for your Data identified in the Investment Summary.
- **"Defect"** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent, based on a condition within our reasonable control. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **"Developer"** means a third party who owns the intellectual property rights to Third Party Software.
- **"Documentation"** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **"Effective Date"** means the last signature date set forth in the signature block.
- **"Force Majeure"** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **"Investment Summary"** means the agreed upon cost proposal for the products and services attached as Exhibit A.
- **"Invoicing and Payment Policy"** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **"Order Form"** means an ordering document that includes a quote or investment summary and specifying the items to be provided by Tyler to the Client, including any addenda and supplements thereto.
- **"SaaS Fees"** means the fees for the SaaS Services identified in the Investment Summary.
- **"SaaS Services"** means software as a service consisting of system administration, system management, and system monitoring activities that Tyler performs for the Tyler Software, and includes the right to access and use the Tyler Software, receive maintenance and support on the Tyler Software, including Downtime resolution under the terms of the SLA, and Data storage and archiving. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training,

consulting or other professional services.

- **"SLA"** means the service level agreement. A copy of our current SLA is attached hereto as Exhibit C.
- **"Statement of Work"** means the industry standard implementation plan describing how our professional services will be provided to implement the Tyler Software, and outlining your and our roles and responsibilities in connection with that implementation. The Statement of Work is attached as Exhibit D.
- **"Support Call Process"** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.
- **"Third Party Hardware"** means the third party hardware, if any, identified in the Investment Summary.
- **"Third Party Products"** means the Third Party Software and Third Party Hardware.
- **"Third Party SaaS Services"** means software as a service provided by a third party, if any, identified in the Investment Summary.
- **"Third Party Software"** means the third party software, if any, identified in the Investment Summary and not embedded in the Tyler Software.
- **"Third Party Terms"** means, if any, the end user license agreement(s) or similar terms, as applicable.
- **"Tyler"** means Tyler Technologies, Inc., a Delaware corporation.
- **"Tyler Software"** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement. The Tyler Software also includes embedded third-party software that we are licensed to embed in our proprietary software and sub-license to you.
- **"we", "us", "our"** and similar terms mean Tyler.
- **"you"** and similar terms mean Client.

SECTION B – SAAS SERVICES

1. Rights Granted. We grant to you the non-exclusive, non-assignable limited right to use the SaaS Services solely for your internal business purposes. The Tyler Software will be made available to you according to the terms of the SLA. You acknowledge that we have no delivery obligations and we will not ship copies of the Tyler Software as part of the SaaS Services. You may use the SaaS Services to access updates and enhancements to the Tyler Software, as further described in Section C(9).

2. SaaS Fees. You agree to pay us the SaaS Fees. Those amounts are payable in accordance with our Invoicing and Payment Policy. The SaaS Fees are based on the amount of Data Storage Capacity. You may add additional data storage capacity on the terms set forth in Section H(1). In the event you regularly and/or meaningfully exceed the Data Storage Capacity, we reserve the right to charge you additional fees commensurate with the overage(s).

3. Ownership.

   3.1 We retain all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by us under this Agreement. You do not acquire under this Agreement any license to use the Tyler Software in excess of the scope and/or duration of the SaaS Services.

   3.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.

   3.3 You retain all ownership and intellectual property rights to the Data. You expressly recognize that except to the extent necessary to carry out our obligations contained in this Agreement, we do not create or endorse any Data used in connection with the SaaS Services.

4. Restrictions. You may not: (a) make the Tyler Software or Documentation resulting from the SaaS Services

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available in any manner to any third party for use in the third party's business operations; (b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services; (c) access or use the SaaS Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other than as expressly permitted by this Agreement.

5. Software Warranty. We warrant that the Tyler Software will perform without Defects during the term of this Agreement. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with the maintenance and support process set forth in Section C(9), below, the SLA and our then current Support Call Process or to provide you with a functional equivalent. For the avoidance of doubt, to the extent any third-party software is embedded in the Tyler Software, your limited warranty rights are limited to our Defect resolution obligations set forth above; you do not have separate rights against the developer of the embedded third-party software.

6. SaaS Services.

   6.1 Our SaaS Services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 21. We have attained, and will maintain, SOC 1 and SOC 2 compliance, or its equivalent, for so long as you are timely paying for SaaS Services. The scope of audit coverage varies for some Tyler Software solutions. Upon execution of a mutually agreeable Non-Disclosure Agreement ("NDA"), we will provide you with a summary of our compliance report(s) or its equivalent. Every year thereafter, for so long as the NDA is in effect and in which you make a written request, we will provide that same information. If our SaaS Services are provided using a third-party data center, we will provide available compliance reports for that data center.

   6.2 You will be hosted on shared hardware in a Tyler data center or in a third-party data center. In either event, databases containing your Data will be dedicated to you and inaccessible to our other customers.

   6.3 Our Tyler data centers have fully-redundant telecommunications access, electrical power, and the required hardware to provide access to the Tyler Software in the event of a disaster or component failure. In the event of a disruption of SaaS Services from the data center hosting your data, we reserve the right to employ our disaster recovery plan for resumption of the SaaS Services. In that event, we commit to a Recovery Point Objective ("RPO") of 24 hours and a Recovery Time Objective ("RTO") of 24 hours. RPO represents the maximum duration of time between the most recent recoverable copy of your hosted Data and subsequent unavailability of SaaS Services from the data center hosting your data. RTO represents the maximum duration of time following disruption of the SaaS Services within which your access to the Tyler Software must be restored.

   6.4 We conduct annual penetration testing of either the production network and/or web application to be performed. We will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. We will provide you with a written or electronic record of the actions taken by us in the event that any unauthorized access to your database(s) is detected as a result of our security protocols. You may not attempt to bypass or subvert security restrictions in the SaaS Services or environments related to the Tyler Software. Unauthorized attempts to access files, passwords or other confidential information, and unauthorized vulnerability and penetration test scanning of our network and systems (hosted or otherwise) is prohibited without the prior written approval of our IT Security Officer.

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6.5 We test our disaster recovery plan on an annual basis and mitigate any findings in accordance with industry standards.

6.6 We will be responsible for importing back-up and verifying that you can log-in. You will be responsible for running reports and testing critical processes to verify the returned Data.

6.7 We provide secure Data transmission paths between each of your workstations and our servers.

6.8 Tyler data centers are accessible only by authorized personnel with a unique key entry. All other visitors to Tyler data centers must be signed in and accompanied by authorized personnel. Entry attempts to the data center are regularly audited by internal staff and external auditors to ensure no unauthorized access.

SECTION C – OTHER PROFESSIONAL SERVICES

1. Other Professional Services. We will provide you the various implementation-related services itemized in the Investment Summary and described in the Statement of Work.

2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.

3. Additional Services. The Investment Summary contains, and the Statement of Work describes, the scope of services and related costs (including programming and/or interface estimates) required for the project based on the documented scope of the project as of the Effective Date. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.

4. Cancellation. If travel is required, we will make all reasonable efforts to schedule travel for our personnel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you repeatedly cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments.

5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.

6. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us. You agree that it is your responsibility to ensure that you satisfy the then-current system requirements, if any, minimally required to run the Tyler Software.

7. Client Assistance. You acknowledge that the implementation of the Tyler Software, and the ability to meet project deadlines and other milestones, is a cooperative effort requiring the time and resources of your personnel, as well as ours. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement.

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8. Background Checks. For at least the past twelve (12) years, all of our employees have undergone criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies.

9. Maintenance and Support. For so long as you timely pay your SaaS Fees according to the Invoicing and Payment Policy, then in addition to the terms set forth in the SLA and the Support Call Process, we will:

   9.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (subject to any applicable release life cycle policy);

   9.2 provide support during our established support hours;

   9.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;

   9.4 make available to you all releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and

   9.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with any applicable release life cycle policy.

We will use all reasonable efforts to perform support services remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain your VPN for backup connectivity purposes.

For the avoidance of doubt, SaaS Fees do not include the following services: (a) onsite support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (b) application design; (c) other consulting services; or (d) support outside our normal business hours as listed in our then-current Support Call Process. Requested services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) week's advance notice.

10. Legislative Change Support. For county customers, we make available legislative change support as follows:

   10.1 We will provide you with refinements, enhancements, or other modifications to the Tyler Software as necessary to comply with enacted statewide legislation or administrative regulation applicable to all our clients in your state pertaining to: (a) existing reports, exports, or data exchanges; (b) new reports; (c) new data entry fields for state reporting; (d) new fee calculations; (e) new disposition templates; (f) new sentence templates; or (g) new citation templates.

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10.2 We will use commercially reasonable efforts to implement such changes within the time frames set in the applicable legislation or regulation, but in any event within the next version release of the Tyler Software.

10.3 For county customers, our responsibility for legislative change support in each annual term is limited to the number of hours of analysis, post-release data migration, and testing services, at our then-current hourly rates, equal to 20% of the total annual maintenance and support fees or 8% of the total annual SaaS fees paid by all customers within your state during that term.

10.4 You are responsible for any fees in excess of the applicable limits under Section 10.3 above, as well as the cost of any other services required to implement such changes, including, without limitation, training, configuration, project management, or data conversion from external sources. Prior to performing any services under this Section that would result in fees to you, we will provide you with a change order or addendum.

10.5 Business process changes, including usage of optional or new features and data fields, may be required to meet the needs of legislative changes. Tyler will document intended utilization of such new features or new fields, but it is the client's responsibility to enact process changes for compliance with new requirements.

10.6 Our legislative change support obligations do not apply to services required to support new duties or responsibilities that expand upon the scope of your internal business purposes disclosed to us as of the Effective Date.

SECTION D – THIRD PARTY PRODUCTS

To the extent there are any Third Party Products identified in the Investment Summary, the Third Party Terms will apply. You acknowledge that we may have embedded third-party functionality in the Tyler Software that is not separately identified in the Investment Summary. If that third-party functionality is not separately identified in the Investment Summary, the limited warranty applicable to the Tyler Software applies, and we further warrant that the appropriate Developer has granted us the necessary license to (i) embed the unidentified third-party functionality in the Tyler Software; and (ii) sub-license it to you through our license grant to the Tyler Software. You may receive maintenance and support on such embedded third-party software under the Maintenance and Support Agreement.

SECTION E – INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you the SaaS Fees and fees for other professional services in the Investment Summary per our Invoicing and Payment Policy, subject to Section E(2).

2. Invoice Disputes. If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all SaaS Services, including maintenance and support services, if you fail to pay an invoice not disputed as described

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above within fifteen (15) days of notice of our intent to do so.

SECTION F – TERM AND TERMINATION

1. Term. The initial term of this Agreement is five (5) years from the first day of the first month following the Effective Date, unless earlier terminated as set forth below. Upon expiration of the initial term, this Agreement will renew automatically for additional one (1) year renewal terms at our then-current SaaS Fees unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term. Your right to access or use the Tyler Software and the SaaS Services will terminate at the end of this Agreement.

2. Termination. This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section E(2).

   2.1 Failure to Pay SaaS Fees. You acknowledge that continued access to the SaaS Services is contingent upon your timely payment of SaaS Fees. If you fail to timely pay the SaaS Fees, we may discontinue the SaaS Services and deny your access to the Tyler Software. We may also terminate this Agreement if you don't cure such failure to pay within forty-five (45) days of receiving written notice of our intent to terminate.

   2.2 For Cause. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section H(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section H(3).

   2.3 Force Majeure. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of forty-five (45) days or more.

   2.4 Lack of Appropriations. If you should not appropriate or otherwise make available funds sufficient to utilize the SaaS Services, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid, but unused SaaS Fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.

SECTION G – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.

   1.1 We will defend you against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

   1.2 Our obligations under this Section G(1) will not apply to the extent the claim or adverse final judgment is based on your use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties, or your willful infringement.

   1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler

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Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.

1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent. We will pursue those options in the order listed herein. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. General Indemnification.

2.1 We will defend, indemnify, and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; or (b) our violation of a law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

2.2 To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for personal injury or property damage to the extent caused by your negligence or willful misconduct; or (b) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.

3. DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CLIENT UNDERSTANDS AND AGREES THAT TYLER DISCLAIMS ANY LIABILITY FOR ERRORS THAT RELATE TO USER ERROR.

4. LIMITATION OF LIABILITY. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) DURING THE INITIAL TERM, AS SET FORTH IN SECTION F(1), TOTAL FEES PAID AS OF THE TIME OF THE CLAIM; OR (B) DURING ANY RENEWAL TERM, THE THEN-CURRENT ANNUAL SAAS FEES PAYABLE IN THAT RENEWAL TERM. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS G(1) AND G(2).

5. EXCLUSION OF CERTAIN DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO

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EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6. Insurance. During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least $1,000,000; (b) Automobile Liability of at least $1,000,000; (c) Professional Liability of at least $1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least $5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

SECTION H – GENERAL TERMS AND CONDITIONS

1. Additional Products and Services. You may purchase additional Tyler products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date by executing a mutually agreed addendum or Tyler purchase order. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional Tyler products and services at our then-current list price, also by executing a mutually agreed addendum or Tyler purchase order. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum or Tyler purchase order.

2. Optional Items. Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.

3. Dispute Resolution. You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, then the parties shall participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.

4. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.

5. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.

6. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship

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and Immigration Services Verification Division for all of our employees assigned to your project.

7. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.

8. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.

9. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.

10. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.

11. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.

12. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.

13. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.

14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.

15. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.

16. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and

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promotional materials.

17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. To the extent Client engages independent contractors to fulfill its obligations under this Agreement, Client shall enter into a written agreement with said independent contractors that contains confidentiality covenants at least as restrictive as the confidentiality covenants contained herein. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:

    (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents; or
    (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure; or
    (c) a party receives from a third party who has a right to disclose it to the receiving party; or
    (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement, or a subpoena; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.

18. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.

19. Governing Law. This Agreement will be governed by and construed in accordance with the laws of your state of domicile, without regard to its rules on conflicts of law.

20. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.

21. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.

22. Data & Insights Solution Terms. Your use of certain Tyler solutions includes Tyler's Data & Insights data platform. Your rights, and the rights of any of your end users, to use Tyler's Data & Insights data platform is subject to the Data & Insights SaaS Services Terms of Service, available at https://www.tylertech.com/terms/data-insights-saas-services-terms-of-service. By signing a Tyler Agreement or Order Form, or accessing, installing, or using any of the Tyler solutions listed at the linked terms, you certify that you have reviewed, understand, and agree to said terms.

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23. Twilio Acceptable Use Policy and Terms of Service. Your use of the Tyler Software may include functionality provided by a Third Party Developer, Twilio. Your rights, and the rights of any of your end users, to use said functionality are subject to the terms of the Twilio Acceptable Use Policy, available at http://www.twilio.com/legal/aup, and to applicable provisions found in the current Twilio Terms of Service, available at https://www.twilio.com/legal/tos. By signing a Tyler Agreement or accessing, installing, or using any such Tyler solution, you certify that you have reviewed, understand and agree to said terms. Tyler hereby disclaims any and all liability related to your or your end user's failure to abide by the terms of the Twilio Acceptable Use Policy or Terms of Service. Any liability for failure to abide by said terms shall rest solely with the person or entity whose conduct violated said terms.

24. Contract Documents. This Agreement includes the following exhibits:

Exhibit A	Investment Summary
Exhibit B	Invoicing and Payment Policy
	Schedule 1: Business Travel Policy
Exhibit C	Service Level Agreement
	Schedule 1: Support Call Process
Exhibit D	Statement of Work

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.

By: DocuSigned by: Sherry Clark 649203B6339141C...

Name:

Title:

Date: 9/26/2023 | 3:21 PM PDT

Address for Notices:
Tyler Technologies, Inc.
One Tyler Drive
Yarmouth, ME 04096
Attention: Chief Legal Officer

With a copy to:
Tyler Technologies, Inc.
5101 Tennyson Parkway
Plano, TX 75024
Attention: Legal Department

Mariposa County Board of Supervisor, CA

By: DocuSigned by: Miles S Menetrey B43EC70C19BE446...

Name: Miles Menetrey

Title: Board, Chair

Date: 9/22/2023 | 10:15 AM PDT

Address for Notices:
Mariposa County Sheriff
5099 Old Highway North
Mariposa, CA 95338
Attention: _____

Approved as to Legal Form: DocuSigned by: Steve Dahlem F6A416F06B394BF...

Steven W. Dahlem, County Counsel

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Exhibit A
Investment Summary

The following Investment Summary details the software and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

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INVESTMENT SUMMARY

Tyler Software	$ 0
Services	$ 240,770
Third-Party Products	$ 0
Travel	$ 35,122
Total One-Time Cost	$ 275,892
Annual Recurring Fees/SaaS	$ 68,227
Tyler Software Maintenance	$ 0

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Page 1

SaaS Fees by Contract Year, 3% YoY Escalation

Year 1: $68,227
Year 2: $70,265
Year 3: $72,373
Year 4: $74,544
Year 5: $76,780

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Quoted By: Hal Rathvon
Quote Expiration: 10/29/23
Quote Name: Jail Management System 5 Year SaaS Draft Quote

Sales Quotation For:
Mariposa County Sheriff
5099 Old Highway North
Mariposa CA 95338
Phone: 2099663615

Annual / SaaS

Description	Fee	Discount	Annual
Justice			
Enterprise Corrections			
Enterprise Jail Manager	$ 54,001	$ 0	$ 54,001
Mugshots	$ 2,255	$ 0	$ 2,255
Enterprise Corrections eSignatures	$ 2,017	$ 0	$ 2,017
Enterprise Corrections Integration Toolkit	$ 1,849	$ 0	$ 1,849
LiveScan	$ 2,050	$ 0	$ 2,050
VINES Interface	$ 1,025	$ 0	$ 1,025
Data Export	$ 1,230	$ 0	$ 1,230
Corrections Mobile - No Hardware	$ 3,800	$ 0	$ 3,800
TOTAL			**$ 68,227**

Services
2023-402951-J7B6M2

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Description	Quantity	Unit Price	Discount	Total	Maintenance
Justice					
Enterprise Justice Project Management	397	$ 195	$ 0	$ 77,415	$ 0
Enterprise Justice Setup, Configuration & Consulting	471	$ 185	$ 0	$ 87,135	$ 0
Enterprise Justice Training	112	$ 185	$ 0	$ 20,720	$ 0
Enterprise Justice Data Conversion	140	$ 185	$ 0	$ 25,900	$ 0
Enterprise Justice Go-Live Assistance	100	$ 185	$ 0	$ 18,500	$ 0
Enterprise Justice Current & Future State Anlaysis	44	$ 185	$ 0	$ 8,140	$ 0
Enterprise Justice Follow-Up Training	16	$ 185	$ 0	$ 2,960	$ 0
TOTAL		**$ 240,770**		**$ 240,770**	**$ 0**

Summary	**One Time Fees**	**Recurring Fees**
Total Tyler Software	$ 0	$ 0
Total Annual	$ 0	$ 68,227
Total Tyler Services	$ 240,770	$ 0
Total Third-Party Hardware, Software, Services	$ 0	$ 0
Estimated Travel Expenses	$ 35,122	$ 0

Detailed Breakdown of Conversions (Included in Summary Total)

Description	Quantity	Unit Price	Discount	Total
Justice				
Enterprise Justice				
Enterprise Justice Data Conversion	140	$ 185	$ 0	$ 25,900
TOTAL				**$ 25,900**

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Assumptions

Tyler's Enterprise Public Safety product requires Microsoft Windows Server 2016/2019/2022 and SQL Server 2014 SP2/2016 SP2/2019, including required User or Device Client Access Licenses (CALs) for applicable Microsoft products. If on-premises, servers must meet minimum hardware requirements provided by Tyler. Personal Computers must meet the minimum hardware requirements and Microsoft Windows 8.1 64-bit, Windows 10 64-bit and Windows 11 are the supported operating systems. The supported Microsoft operating system and SQL versions are specific to Tyler's release versions.
Enterprise Public Safety product requires Microsoft Excel or Windows Search 4.0 for document searching functionality; Microsoft Word is required on the application server for report formatting.
Tyler recommends a 100 Mbps/1 Gbps Ethernet network for the local area network. Wide area network requirements vary based on system configuration. Client is responsible to maintain business class high-speed internet and provide enough bandwidth and throughput to support existing internet traffic and additional traffic generated by the Tyler deployment. Tyler will provide further consultation for this environment.
Does not include servers, workstations, or any required third-party hardware or software unless specified in this Investment Summary. Client is responsible for any third-party support. Licensed Software, and third-party software embedded therein, if any, will be delivered in a machine-readable form to Client via an agreed upon network connection. Any taxes or fees imposed are the responsibility of the purchaser and will be remitted when imposed.
Tyler's GIS implementation services are to assist the Client in preparing the required GIS data for use with the Licensed Enterprise Public Safety Software. Depending upon the Licensed Software the Client at a minimum will be required to provide an accurate street centerline layer and the appropriate polygon layers needed for Unit Recommendations and Run Cards in an industry standard Esri file format (Personal Geodatabase, File Geodatabase, Shape Files). Client is responsible for having clearly defined boundaries for Police Beats, EMS Districts and Fire Quadrants. If necessary, Tyler will assist Client in creating the necessary polygon layers. Tyler is not responsible for the accuracy of, or any ongoing maintenance of the GIS data used within the Licensed Enterprise Public Safety Software. Client is responsible for maintaining GIS data using Esri ArcGIS Desktop/Pro software, pushing source GIS data updates to the Tyler software, any ongoing annual maintenance on third-party products and is advised to contact the third-party vendor to ensure understanding of and compliance with all maintenance requirements. All maintenance, training and ongoing support of this product will be contracted with and conducted by Esri. Maintenance for Esri's ArcGIS suite of products that are used for maintaining Client's GIS data will be contracted by Client separately with Esri.
When State/NCIC is included, Client is responsible for obtaining the necessary State approval and any non-Tyler hardware and software. Includes state specific standard forms developed by Tyler. Additional forms can be provided for an additional fee.

The amount of converted data entering the new system can drastically impact storage utilization. Additional drive space may be required on the production and test SQL and file storage servers to accommodate the converted data based on the quantity of source data. During the conversion process, additional drive space on the production and test SQL servers will also be required temporarily. Does not apply to Data Archive.
Travel expenses will be billed as incurred according to Tyler's standard business travel policy.

Corrections eSignatures requires third-party hardware. Client must provide necessary signature pad device(s).

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Exhibit B
Invoicing and Payment Policy

We will provide you with the software and services set forth in the Investment Summary of the Agreement. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Invoicing: We will invoice you for the applicable software and services in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

1. SaaS Fees. SaaS Fees are invoiced on an annual basis, beginning on the commencement of the initial term as set forth in Section F(1) of this Agreement. Your annual SaaS fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual SaaS fees will be at our then-current rates.

2. Other Tyler Software and Services.

   2.1 Implementation and other professional services (including training) are billed and invoiced as delivered, at the rates set forth in the Investment Summary.

3. Third Party Products.

   3.1 *Third Party Software License Fees*: License fees for Third Party Software, if any, are invoiced when we make it available to you for downloading.

   3.2 *Third Party Software Maintenance*: The first year maintenance for the Third Party Software, if any, is invoiced when we make it available to you for downloading.

   3.3 *Third Party Hardware*: Third Party Hardware costs, if any, are invoiced upon delivery.

   3.4 *Third Party SaaS:* Third Party SaaS Services fees, if any, are invoiced annually, in advance, commencing with availability of the respective Third Party SaaS Services. Pricing for the first year of Third Party SaaS Services is indicated in the Investment Summary. Pricing for subsequent years will be at the respective third party's then-current rates.

4. Expenses. The service rates in the Investment Summary do not include travel expenses. Expenses will be billed as incurred and only in accordance with our then-current Business Travel Policy. Our current Business Travel Policy is attached to this Exhibit B at Schedule 1. Copies of receipts will be provided upon request; we reserve the right to charge you an administrative fee depending on the extent of your requests. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.

Payment. Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is available by contacting AR@tylertech.com.

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Exhibit B
Schedule 1
Business Travel Policy

1. Air Travel

   A. Reservations & Tickets

   The Travel Management Company (TMC) used by Tyler will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within $100 (each way) of the lowest logical fare. If a net savings of $200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

   Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven (7) day advance booking requirement is mandatory. When booking less than seven (7) days in advance, management approval will be required.

   Except in the case of international travel where a segment of continuous air travel is six (6) or more consecutive hours in length, only economy or coach class seating is reimbursable. Employees shall not be reimbursed for "Basic Economy Fares" because these fares are non-refundable and have many restrictions that outweigh the cost-savings.

   B. Baggage Fees

   Reimbursement of personal baggage charges are based on trip duration as follows:

   - Up to five (5) days = one (1) checked bag
   - Six (6) or more days = two (2) checked bags

   Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

   A. Private Automobile

   Mileage Allowance – Business use of an employee's private automobile will be reimbursed at the

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current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a “mid-size” or “intermediate” car. “Full” size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; except for employees traveling to Alaska and internationally (excluding Canada), additional insurance on the rental agreement should be declined.

C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

3. Lodging

Tyler’s TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler's work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

“No shows” or cancellation fees are not reimbursable if the employee does not comply with the hotel’s cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

Employees are not authorized to reserve non-traditional short-term lodging, such as Airbnb, VRBO, and HomeAway. Employees who elect to make such reservations shall not be reimbursed.

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4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status within the continental U.S. are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at www.gsa.gov/perdiem.

Per diem for Alaska, Hawaii, U.S. protectorates and international destinations are provided separately by the Department of State and will be determined as required.

A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

Departure Day

Depart before 12:00 noon	Lunch and dinner
Depart after 12:00 noon	Dinner

Return Day

Return before 12:00 noon	Breakfast
Return between 12:00 noon & 7:00 p.m.	Breakfast and lunch
Return after 7:00 p.m.*	Breakfast, lunch and dinner

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

Breakfast	15%
Lunch	25%
Dinner	60%

B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.*

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

5. Internet Access – Hotels and Airports

Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If

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an employee's hotel charges for internet access it is reimbursable up to $10.00 per day. Charges for internet access at airports are not reimbursable.

6. International Travel

All international flights with the exception of flights between the U.S. and Canada should be reserved through TMC using the "lowest practical coach fare" with the exception of flights that are six (6) or more consecutive hours in length. In such event, the next available seating class above coach shall be reimbursed.

When required to travel internationally for business, employees shall be reimbursed for photo fees, application fees, and execution fees when obtaining a new passport book, but fees related to passport renewals are not reimbursable. Visa application and legal fees, entry taxes and departure taxes are reimbursable.

The cost of vaccinations that are either required for travel to specific countries or suggested by the U.S. Department of Health & Human Services for travel to specific countries, is reimbursable.

Section 4, Meals & Incidental Expenses, and Section 2.b., Rental Car, shall apply to this section.

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Exhibit C
Service Level Agreement

I. Agreement Overview

This SLA operates in conjunction with, and does not supersede or replace any part of, the Agreement. It outlines the information technology service levels that we will provide to you to ensure the availability of the application services that you have requested us to provide. This SLA does not apply to any Third Party SaaS Services. All other support services are documented in the Support Call Process.

II. Definitions. Except as defined below, all defined terms have the meaning set forth in the Agreement.

Actual Attainment: The percentage of time the Tyler Software is available during a calendar quarter, calculated as follows: (Service Availability – Downtime) ÷ Service Availability.

Client Error Incident: Any service unavailability resulting from your applications, content or equipment, or the acts or omissions of any of your service users or third-party providers over whom we exercise no control.

Downtime: Those minutes during Service Availability, as defined below, when all users cannot launch, login, search or save primary data in the Tyler Software. Downtime does not include those instances in which only a Defect is present.

Emergency Maintenance: (1) maintenance that is required to patch a critical security vulnerability; (2) maintenance that is required to prevent an imminent outage of Service Availability; or (3) maintenance that is mutually agreed upon in writing by Tyler and the Client.

Planned Downtime: Downtime that occurs during a Standard or Emergency Maintenance window.

Service Availability: The total number of minutes in a calendar quarter that the Tyler Software is capable of receiving, processing, and responding to requests, excluding Planned Downtime, Client Error Incidents, denial of service attacks and Force Majeure.

Standard Maintenance: Routine maintenance to the Tyler Software and infrastructure. Standard Maintenance is limited to five (5) hours per week.

III. Service Availability

a. Your Responsibilities

Whenever you experience Downtime, you must make a support call according to the procedures outlined in the Support Call Process. You will receive a support case number.

b. Our Responsibilities

When our support team receives a call from you that Downtime has occurred or is occurring, we will work

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with you to identify the cause of the Downtime (including whether it may be the result of Planned Downtime, a Client Error Incident, Denial of Service attack or Force Majeure). We will also work with you to resume normal operations.

c. Client Relief

Our targeted Attainment Goal is 100%. You may be entitled to credits as indicated in the Client Relief Schedule found below. Your relief credit is calculated as a percentage of the SaaS fees paid for the calendar quarter.

In order to receive relief credits, you must submit a request through one of the channels listed in our Support Call Process within fifteen days (15) of the end of the applicable quarter. We will respond to your relief request within thirty (30) day(s) of receipt.

The total credits confirmed by us will be applied to the SaaS Fee for the next billing cycle. Issuing of such credit does not relieve us of our obligations under the Agreement to correct the problem which created the service interruption.

Client Relief Schedule	
Actual Attainment	**Client Relief**
99.99% - 98.00%	Remedial action will be taken
97.99% - 95.00%	4%
Below 95.00%	5%

IV. Maintenance Notifications

We perform Standard Maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, we will provide advance notice of those windows and will coordinate to the greatest extent possible with you.

Not all maintenance activities will cause application unavailability. However, if Tyler anticipates that activities during a Standard or Emergency Maintenance window may make the Tyler Software unavailable, we will provide advance notice, as reasonably practicable that the Tyler Software will be unavailable during the maintenance window.

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Exhibit C
Schedule 1
Support Call Process

Support Channels

Tyler Technologies, Inc. provides the following channels of software support for authorized users*:

(1) On-line submission (portal) – for less urgent and functionality-based questions, users may create support incidents through the Tyler Customer Portal available at the Tyler Technologies website. A built-in Answer Panel provides users with resolutions to most "how-to" and configuration-based questions through a simplified search interface with machine learning, potentially eliminating the need to submit the support case.
(2) Email – for less urgent situations, users may submit emails directly to the software support group.
(3) Telephone – for urgent or complex questions, users receive toll-free, telephone software support.

** Channel availability may be limited for certain applications.*

Support Resources

A number of additional resources are available to provide a comprehensive and complete support experience:

(1) Tyler Website – www.tylertech.com – for accessing client tools, documentation, and other information including support contact information.
(2) Tyler Search -a knowledge based search engine that lets you search multiple sources simultaneously to find the answers you need, 24x7.
(3) Tyler Community –provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
(4) Tyler University – online training courses on Tyler products.

Support Availability

Tyler Technologies support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four US time zones (Pacific, Mountain, Central and Eastern). Tyler's holiday schedule is outlined below. There will be no support coverage on these days.

New Year's Day	Labor Day
Martin Luther King, Jr. Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day

For support teams that provide after-hours service, we will provide you with procedures for contacting support staff after normal business hours for reporting Priority Level 1 Defects only. Upon receipt of

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such a Defect notification, we will use commercially reasonable efforts to meet the resolution targets set forth below.

We will also make commercially reasonable efforts to be available for one pre-scheduled Saturday of each month to assist your IT staff with applying patches and release upgrades, as well as consulting with them on server maintenance and configuration of the Tyler Software environment.

Incident Handling

Incident Tracking

Every support incident is logged into Tyler's Customer Relationship Management System and given a unique case number. This system tracks the history of each incident. The case number is used to track and reference open issues when clients contact support. Clients may track incidents, using the case number, through Tyler's Customer Portal or by calling software support directly.

Incident Priority

Each incident is assigned a priority level, which corresponds to the Client's needs. Tyler and the Client will reasonably set the priority of the incident per the chart below. This chart is not intended to address every type of support incident, and certain "characteristics" may or may not apply depending on whether the Tyler software has been deployed on customer infrastructure or the Tyler cloud. The goal is to help guide the Client towards clearly understanding and communicating the importance of the issue and to describe generally expected response and resolution targets in the production environment only.

References to a "confirmed support incident" mean that Tyler and the Client have successfully validated the reported Defect/support incident.

Priority Level	Characteristics of Support Incident	Resolution Targets*
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client's remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database.

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Priority Level	Characteristics of Support Incident	Resolution Targets*
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. For non-hosted customers, Tyler's responsibility for loss or corrupted data is limited to assisting the Client in restoring its last available database.
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack, which shall occur at least quarterly. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database.
4 Non-critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

**Response and Resolution Targets may differ by product or business need*

Incident Escalation

If Tyler is unable to resolve any priority level 1 or 2 defect as listed above or the priority of an issue has elevated since initiation, you may escalate the incident to the appropriate resource, as outlined by each product support team. The corresponding resource will meet with you and any Tyler staff to establish a mutually agreeable plan for addressing the defect.

Remote Support Tool

Some support calls may require further analysis of the Client's database, processes or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Tyler's support team must have the ability to quickly connect to the Client's system and view the site's setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/07/2023

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

PRODUCER MARSH USA, LLC. 99 HIGH STREET BOSTON, MA 02110 CN102891976-GAWXC-GAWXC-23	**CONTACT NAME:** ... **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:**
INSURED Colorado Interactive, LLC 25501 W. Valley Parkway Olathe, KS 66061	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Hartford Fire Insurance Company — 19682 **INSURER B :** Trumbull Insurance Company — 27120 **INSURER C :** Hartford Casualty Insurance Company — 29424 **INSURER D :** Sentinel Insurance Company — 11000 **INSURER E :** QBE Specialty Insurance Company — 11515 **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** NYC-011324051-08 **REVISION NUMBER:** 9

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			10 UEN DL0437	04/01/2023	04/01/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	**AUTOMOBILE LIABILITY** X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			10 UEN DI9897	04/01/2023	04/01/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
C	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED X RETENTION $ 10,000			10 XHU DL0102	04/01/2023	04/01/2024	EACH OCCURRENCE AGGREGATE	$ 25,000,000 $ 25,000,000
D	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		10WBAK8AGK	04/01/2023	04/01/2024	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
E	Professional Liability Cyber Protection			130001996	12/17/2021	06/17/2023	Limit:	10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Evidence only

CERTIFICATE HOLDER

Tyler Technologies, Inc.
5101 Tennyson Parkway
Plano, TX 75024

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Marsh USA LLC

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AGENCY CUSTOMER ID: CN102891976

LOC #: Boston

ADDITIONAL REMARKS SCHEDULE

AGENCY MARSH USA, LLC.	**NAMED INSURED** Colorado Interactive, LLC 25501 W. Valley Parkway Olathe, KS 66061
POLICY NUMBER	
CARRIER / **NAIC CODE**	**EFFECTIVE DATE:**

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

The Professional Liability / Cyber policies evidenced contain Self Insured Retentions to various perils covered. If you would like additional information regarding these sub limits or deductibles, please contact the insured.

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			10 UEN DL0437	04/01/2023	04/01/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
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C	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED X RETENTION $ 10,000			10 XHU DL0102	04/01/2023	04/01/2024	EACH OCCURRENCE AGGREGATE	$ 25,000,000 $ 25,000,000
D	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		10WBAK8AGK	04/01/2023	04/01/2024	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
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Evidence only

CERTIFICATE HOLDER

Tyler Technologies, Inc.
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AUTHORIZED REPRESENTATIVE

Marsh USA LLC

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AGENCY CUSTOMER ID: CN102891976

LOC #: Boston

ADDITIONAL REMARKS SCHEDULE

AGENCY MARSH USA, LLC.	**NAMED INSURED** Colorado Interactive, LLC 25501 W. Valley Parkway Olathe, KS 66061
POLICY NUMBER	
CARRIER / **NAIC CODE**	**EFFECTIVE DATE:**

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

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Document Pages: 34
Signatures: 3
Certificate Pages: 5
Initials: 1
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Clerk-bos@mariposacounty.org
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Miles S Menetrey mmenetrey@mariposacounty.org Mariposa County Board Chair County of Mariposa Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 2/16/2023 5:48:07 PM ID: 190c885b-38bf-47d2-91f4-909adbc5aa30	DocuSigned by: Miles S Menetrey B43EC70C19BE446... Signature Adoption: Pre-selected Style Using IP Address: 70.233.117.66 Signed using mobile	Sent: 9/22/2023 9:27:54 AM Viewed: 9/22/2023 10:14:28 AM Signed: 9/22/2023 10:15:00 AM
Sherry Clark Sherry.Clark@tylertech.com Group General Counsel Tyler Technologies, Inc. Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 9/26/2023 3:19:18 PM ID: 94662dfb-5523-470b-830f-6b762b868259	DocuSigned by: Sherry Clark 649203B6339141C... Signature Adoption: Pre-selected Style Using IP Address: 163.116.253.47	Sent: 9/22/2023 10:15:02 AM Resent: 9/26/2023 2:50:08 PM Viewed: 9/26/2023 3:19:18 PM Signed: 9/26/2023 3:21:28 PM
Savannah Newitt snewitt@mariposacounty.org Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:**	DS SN Signature Adoption: Pre-selected Style Using IP Address: 64.118.100.36	Sent: 9/26/2023 3:21:29 PM Viewed: 9/26/2023 3:30:53 PM Signed: 9/26/2023 3:31:29 PM

Signer Events	Signature	Timestamp
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In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	9/22/2023 9:26:49 AM
Certified Delivered	Security Checked	9/26/2023 3:30:53 PM
Signing Complete	Security Checked	9/26/2023 3:31:29 PM
Completed	Security Checked	9/26/2023 3:31:29 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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

Getting paper copies

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

Withdrawing your consent

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

How to contact County of Mariposa:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: jbond@mariposacounty.org

To advise County of Mariposa of your new email address

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

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

To request paper copies from County of Mariposa

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

To withdraw your consent with County of Mariposa

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

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to jbond@mariposacounty.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

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

Acknowledging your access and consent to receive and sign documents electronically

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

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

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

AMENDMENT

This amendment ("Amendment") is effective as of the date of signature of the last party to sign as indicated below ("Amendment Effective Date") by and between Tyler Technologies, Inc., a Delaware corporation with offices at 5101 Tennyson Parkway, Plano, TX 75024 ("Tyler") and Mariposa County, CA, with offices at 5099 Old Highway North, Mariposa, CA 95338 ("Client").

WHEREAS, Tyler and the Client are parties to a Software as a SaaS Agreement with an effective date of September 26, 2023 (the "Agreement"); and

WHEREAS, Tyler and Client now desire to amend the Agreement.

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, Tyler and the Client agree as follows:

1. The services set forth in Exhibit 1 to this Amendment are hereby added to the Agreement. Any additional adjustments to scope not set forth herein must be reflected in another amendment to the Agreement.

2. Additional services fees and any expenses will be billed and invoiced as incurred.

3. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.

4. All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates set forth below.

Tyler Technologies, Inc.	Mariposa County, CA
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Exhibit 1
Investment Summary

The following Investment Summary details the services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Amendment Effective Date.

	Service Value	Hours	Rate
Data Conversion (Upgrade to CORE)	$ 20,165.00	109	185
Setup Config & Consult	$ 8,880.00	48	185
ECR Training & Consulting	$ 4,440.00	24	185
Totals	$ 33,485.00	181	

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MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-526

MEETING: September 19, 2023

TO: The Board of Supervisors

FROM: Jeremy Briese, Sheriff

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

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RECOMMENDATION AND JUSTIFICATION

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

The current jail management system is antiquated and not properly equipped to facilitate data management as required by BSCC and California State Department of Health Care Services. New mandates imposed by the state require pre-release Medi-Cal screening and enrollment, which the current system is not able to account for. Tyler Technologies has been selected due to its modern, user-friendly nature as well as the existing Tyler Tech footprint within other Mariposa County criminal justice agencies such as the Superior Court and Probation Department. The ability to electronically interface with these organizations will create efficiency in achieving compliance with DHCS mandates and better criminal justice related data management for Mariposa County.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The board has approved new software programs in the past.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

The Sheriff's Office Adult Detention Facility will remain behind the curve with technology and tracking,monitoring, and collaborating with outside agencies regarding Justice Involved individuals.

FINANCIAL IMPACT

The first year will be covered by Grant Funds, the following years will be requested in the budget process. Budget Action was completed on prior board item.

ATTACHMENTS

1. **Tyler Technologies Inc 23-28**

VOTE RESULT

RESULT: **Adopted (UNANIMOUS)**
MOVER: District I Supervisor Rosemarie Smallcombe
SECONDER: District II Supervisor Shannon Poe

DS SN

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

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SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client selected Tyler to provide certain products and services set forth in the Investment Summary, including providing Client with access to Tyler's proprietary software products, and Tyler desires to provide such products and services under the terms of this Agreement;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

SECTION A – DEFINITIONS

- **"Agreement"** means this Software as a Services Agreement.
- **"Business Travel Policy"** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **"Client**" means Mariposa County, CA.
- **"Data"** means your data necessary to utilize the Tyler Software.
- **"Data Storage Capacity"** means the contracted amount of storage capacity for your Data identified in the Investment Summary.
- **"Defect"** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent, based on a condition within our reasonable control. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **"Developer"** means a third party who owns the intellectual property rights to Third Party Software.
- **"Documentation"** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **"Effective Date"** means the last signature date set forth in the signature block.
- **"Force Majeure"** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **"Investment Summary"** means the agreed upon cost proposal for the products and services attached as Exhibit A.
- **"Invoicing and Payment Policy"** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **"Order Form"** means an ordering document that includes a quote or investment summary and specifying the items to be provided by Tyler to the Client, including any addenda and supplements thereto.
- **"SaaS Fees"** means the fees for the SaaS Services identified in the Investment Summary.
- **"SaaS Services"** means software as a service consisting of system administration, system management, and system monitoring activities that Tyler performs for the Tyler Software, and includes the right to access and use the Tyler Software, receive maintenance and support on the Tyler Software, including Downtime resolution under the terms of the SLA, and Data storage and archiving. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training,

consulting or other professional services.

- **"SLA"** means the service level agreement. A copy of our current SLA is attached hereto as Exhibit C.
- **"Statement of Work"** means the industry standard implementation plan describing how our professional services will be provided to implement the Tyler Software, and outlining your and our roles and responsibilities in connection with that implementation. The Statement of Work is attached as Exhibit D.
- **"Support Call Process"** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.
- **"Third Party Hardware"** means the third party hardware, if any, identified in the Investment Summary.
- **"Third Party Products"** means the Third Party Software and Third Party Hardware.
- **"Third Party SaaS Services"** means software as a service provided by a third party, if any, identified in the Investment Summary.
- **"Third Party Software"** means the third party software, if any, identified in the Investment Summary and not embedded in the Tyler Software.
- **"Third Party Terms"** means, if any, the end user license agreement(s) or similar terms, as applicable.
- **"Tyler"** means Tyler Technologies, Inc., a Delaware corporation.
- **"Tyler Software"** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement. The Tyler Software also includes embedded third-party software that we are licensed to embed in our proprietary software and sub-license to you.
- **"we", "us", "our"** and similar terms mean Tyler.
- **"you"** and similar terms mean Client.

SECTION B – SAAS SERVICES

1. Rights Granted. We grant to you the non-exclusive, non-assignable limited right to use the SaaS Services solely for your internal business purposes. The Tyler Software will be made available to you according to the terms of the SLA. You acknowledge that we have no delivery obligations and we will not ship copies of the Tyler Software as part of the SaaS Services. You may use the SaaS Services to access updates and enhancements to the Tyler Software, as further described in Section C(9).

2. SaaS Fees. You agree to pay us the SaaS Fees. Those amounts are payable in accordance with our Invoicing and Payment Policy. The SaaS Fees are based on the amount of Data Storage Capacity. You may add additional data storage capacity on the terms set forth in Section H(1). In the event you regularly and/or meaningfully exceed the Data Storage Capacity, we reserve the right to charge you additional fees commensurate with the overage(s).

3. Ownership.

   3.1 We retain all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by us under this Agreement. You do not acquire under this Agreement any license to use the Tyler Software in excess of the scope and/or duration of the SaaS Services.

   3.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.

   3.3 You retain all ownership and intellectual property rights to the Data. You expressly recognize that except to the extent necessary to carry out our obligations contained in this Agreement, we do not create or endorse any Data used in connection with the SaaS Services.

4. Restrictions. You may not: (a) make the Tyler Software or Documentation resulting from the SaaS Services

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available in any manner to any third party for use in the third party's business operations; (b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services; (c) access or use the SaaS Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other than as expressly permitted by this Agreement.

5. Software Warranty. We warrant that the Tyler Software will perform without Defects during the term of this Agreement. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with the maintenance and support process set forth in Section C(9), below, the SLA and our then current Support Call Process or to provide you with a functional equivalent. For the avoidance of doubt, to the extent any third-party software is embedded in the Tyler Software, your limited warranty rights are limited to our Defect resolution obligations set forth above; you do not have separate rights against the developer of the embedded third-party software.

6. SaaS Services.

   6.1 Our SaaS Services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 21. We have attained, and will maintain, SOC 1 and SOC 2 compliance, or its equivalent, for so long as you are timely paying for SaaS Services. The scope of audit coverage varies for some Tyler Software solutions. Upon execution of a mutually agreeable Non-Disclosure Agreement ("NDA"), we will provide you with a summary of our compliance report(s) or its equivalent. Every year thereafter, for so long as the NDA is in effect and in which you make a written request, we will provide that same information. If our SaaS Services are provided using a third-party data center, we will provide available compliance reports for that data center.

   6.2 You will be hosted on shared hardware in a Tyler data center or in a third-party data center. In either event, databases containing your Data will be dedicated to you and inaccessible to our other customers.

   6.3 Our Tyler data centers have fully-redundant telecommunications access, electrical power, and the required hardware to provide access to the Tyler Software in the event of a disaster or component failure. In the event of a disruption of SaaS Services from the data center hosting your data, we reserve the right to employ our disaster recovery plan for resumption of the SaaS Services. In that event, we commit to a Recovery Point Objective ("RPO") of 24 hours and a Recovery Time Objective ("RTO") of 24 hours. RPO represents the maximum duration of time between the most recent recoverable copy of your hosted Data and subsequent unavailability of SaaS Services from the data center hosting your data. RTO represents the maximum duration of time following disruption of the SaaS Services within which your access to the Tyler Software must be restored.

   6.4 We conduct annual penetration testing of either the production network and/or web application to be performed. We will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. We will provide you with a written or electronic record of the actions taken by us in the event that any unauthorized access to your database(s) is detected as a result of our security protocols. You may not attempt to bypass or subvert security restrictions in the SaaS Services or environments related to the Tyler Software. Unauthorized attempts to access files, passwords or other confidential information, and unauthorized vulnerability and penetration test scanning of our network and systems (hosted or otherwise) is prohibited without the prior written approval of our IT Security Officer.

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6.5 We test our disaster recovery plan on an annual basis and mitigate any findings in accordance with industry standards.

6.6 We will be responsible for importing back-up and verifying that you can log-in. You will be responsible for running reports and testing critical processes to verify the returned Data.

6.7 We provide secure Data transmission paths between each of your workstations and our servers.

6.8 Tyler data centers are accessible only by authorized personnel with a unique key entry. All other visitors to Tyler data centers must be signed in and accompanied by authorized personnel. Entry attempts to the data center are regularly audited by internal staff and external auditors to ensure no unauthorized access.

SECTION C – OTHER PROFESSIONAL SERVICES

1. Other Professional Services. We will provide you the various implementation-related services itemized in the Investment Summary and described in the Statement of Work.

2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.

3. Additional Services. The Investment Summary contains, and the Statement of Work describes, the scope of services and related costs (including programming and/or interface estimates) required for the project based on the documented scope of the project as of the Effective Date. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.

4. Cancellation. If travel is required, we will make all reasonable efforts to schedule travel for our personnel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you repeatedly cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments.

5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.

6. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us. You agree that it is your responsibility to ensure that you satisfy the then-current system requirements, if any, minimally required to run the Tyler Software.

7. Client Assistance. You acknowledge that the implementation of the Tyler Software, and the ability to meet project deadlines and other milestones, is a cooperative effort requiring the time and resources of your personnel, as well as ours. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement.

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8. Background Checks. For at least the past twelve (12) years, all of our employees have undergone criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies.

9. Maintenance and Support. For so long as you timely pay your SaaS Fees according to the Invoicing and Payment Policy, then in addition to the terms set forth in the SLA and the Support Call Process, we will:

   9.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (subject to any applicable release life cycle policy);

   9.2 provide support during our established support hours;

   9.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;

   9.4 make available to you all releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and

   9.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with any applicable release life cycle policy.

We will use all reasonable efforts to perform support services remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain your VPN for backup connectivity purposes.

For the avoidance of doubt, SaaS Fees do not include the following services: (a) onsite support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (b) application design; (c) other consulting services; or (d) support outside our normal business hours as listed in our then-current Support Call Process. Requested services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) week's advance notice.

10. Legislative Change Support. For county customers, we make available legislative change support as follows:

   10.1 We will provide you with refinements, enhancements, or other modifications to the Tyler Software as necessary to comply with enacted statewide legislation or administrative regulation applicable to all our clients in your state pertaining to: (a) existing reports, exports, or data exchanges; (b) new reports; (c) new data entry fields for state reporting; (d) new fee calculations; (e) new disposition templates; (f) new sentence templates; or (g) new citation templates.

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10.2 We will use commercially reasonable efforts to implement such changes within the time frames set in the applicable legislation or regulation, but in any event within the next version release of the Tyler Software.

10.3 For county customers, our responsibility for legislative change support in each annual term is limited to the number of hours of analysis, post-release data migration, and testing services, at our then-current hourly rates, equal to 20% of the total annual maintenance and support fees or 8% of the total annual SaaS fees paid by all customers within your state during that term.

10.4 You are responsible for any fees in excess of the applicable limits under Section 10.3 above, as well as the cost of any other services required to implement such changes, including, without limitation, training, configuration, project management, or data conversion from external sources. Prior to performing any services under this Section that would result in fees to you, we will provide you with a change order or addendum.

10.5 Business process changes, including usage of optional or new features and data fields, may be required to meet the needs of legislative changes. Tyler will document intended utilization of such new features or new fields, but it is the client's responsibility to enact process changes for compliance with new requirements.

10.6 Our legislative change support obligations do not apply to services required to support new duties or responsibilities that expand upon the scope of your internal business purposes disclosed to us as of the Effective Date.

SECTION D – THIRD PARTY PRODUCTS

To the extent there are any Third Party Products identified in the Investment Summary, the Third Party Terms will apply. You acknowledge that we may have embedded third-party functionality in the Tyler Software that is not separately identified in the Investment Summary. If that third-party functionality is not separately identified in the Investment Summary, the limited warranty applicable to the Tyler Software applies, and we further warrant that the appropriate Developer has granted us the necessary license to (i) embed the unidentified third-party functionality in the Tyler Software; and (ii) sub-license it to you through our license grant to the Tyler Software. You may receive maintenance and support on such embedded third-party software under the Maintenance and Support Agreement.

SECTION E – INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you the SaaS Fees and fees for other professional services in the Investment Summary per our Invoicing and Payment Policy, subject to Section E(2).

2. Invoice Disputes. If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all SaaS Services, including maintenance and support services, if you fail to pay an invoice not disputed as described

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above within fifteen (15) days of notice of our intent to do so.

SECTION F – TERM AND TERMINATION

1. Term. The initial term of this Agreement is five (5) years from the first day of the first month following the Effective Date, unless earlier terminated as set forth below. Upon expiration of the initial term, this Agreement will renew automatically for additional one (1) year renewal terms at our then-current SaaS Fees unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term. Your right to access or use the Tyler Software and the SaaS Services will terminate at the end of this Agreement.

2. Termination. This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section E(2).

   2.1 Failure to Pay SaaS Fees. You acknowledge that continued access to the SaaS Services is contingent upon your timely payment of SaaS Fees. If you fail to timely pay the SaaS Fees, we may discontinue the SaaS Services and deny your access to the Tyler Software. We may also terminate this Agreement if you don't cure such failure to pay within forty-five (45) days of receiving written notice of our intent to terminate.

   2.2 For Cause. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section H(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section H(3).

   2.3 Force Majeure. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of forty-five (45) days or more.

   2.4 Lack of Appropriations. If you should not appropriate or otherwise make available funds sufficient to utilize the SaaS Services, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid, but unused SaaS Fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.

SECTION G – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.

   1.1 We will defend you against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

   1.2 Our obligations under this Section G(1) will not apply to the extent the claim or adverse final judgment is based on your use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties, or your willful infringement.

   1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler

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Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.

1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent. We will pursue those options in the order listed herein. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. General Indemnification.

2.1 We will defend, indemnify, and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; or (b) our violation of a law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

2.2 To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for personal injury or property damage to the extent caused by your negligence or willful misconduct; or (b) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.

3. DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CLIENT UNDERSTANDS AND AGREES THAT TYLER DISCLAIMS ANY LIABILITY FOR ERRORS THAT RELATE TO USER ERROR.

4. LIMITATION OF LIABILITY. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) DURING THE INITIAL TERM, AS SET FORTH IN SECTION F(1), TOTAL FEES PAID AS OF THE TIME OF THE CLAIM; OR (B) DURING ANY RENEWAL TERM, THE THEN-CURRENT ANNUAL SAAS FEES PAYABLE IN THAT RENEWAL TERM. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS G(1) AND G(2).

5. EXCLUSION OF CERTAIN DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO

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EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6. Insurance. During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least $1,000,000; (b) Automobile Liability of at least $1,000,000; (c) Professional Liability of at least $1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least $5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

SECTION H – GENERAL TERMS AND CONDITIONS

1. Additional Products and Services. You may purchase additional Tyler products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date by executing a mutually agreed addendum or Tyler purchase order. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional Tyler products and services at our then-current list price, also by executing a mutually agreed addendum or Tyler purchase order. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum or Tyler purchase order.

2. Optional Items. Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.

3. Dispute Resolution. You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, then the parties shall participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.

4. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.

5. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.

6. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship

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and Immigration Services Verification Division for all of our employees assigned to your project.

7. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.

8. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.

9. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.

10. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.

11. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.

12. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.

13. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.

14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.

15. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.

16. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and

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promotional materials.

17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. To the extent Client engages independent contractors to fulfill its obligations under this Agreement, Client shall enter into a written agreement with said independent contractors that contains confidentiality covenants at least as restrictive as the confidentiality covenants contained herein. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:

    (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents; or
    (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure; or
    (c) a party receives from a third party who has a right to disclose it to the receiving party; or
    (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement, or a subpoena; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.

18. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.

19. Governing Law. This Agreement will be governed by and construed in accordance with the laws of your state of domicile, without regard to its rules on conflicts of law.

20. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.

21. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.

22. Data & Insights Solution Terms. Your use of certain Tyler solutions includes Tyler's Data & Insights data platform. Your rights, and the rights of any of your end users, to use Tyler's Data & Insights data platform is subject to the Data & Insights SaaS Services Terms of Service, available at https://www.tylertech.com/terms/data-insights-saas-services-terms-of-service. By signing a Tyler Agreement or Order Form, or accessing, installing, or using any of the Tyler solutions listed at the linked terms, you certify that you have reviewed, understand, and agree to said terms.

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23. Twilio Acceptable Use Policy and Terms of Service. Your use of the Tyler Software may include functionality provided by a Third Party Developer, Twilio. Your rights, and the rights of any of your end users, to use said functionality are subject to the terms of the Twilio Acceptable Use Policy, available at http://www.twilio.com/legal/aup, and to applicable provisions found in the current Twilio Terms of Service, available at https://www.twilio.com/legal/tos. By signing a Tyler Agreement or accessing, installing, or using any such Tyler solution, you certify that you have reviewed, understand and agree to said terms. Tyler hereby disclaims any and all liability related to your or your end user's failure to abide by the terms of the Twilio Acceptable Use Policy or Terms of Service. Any liability for failure to abide by said terms shall rest solely with the person or entity whose conduct violated said terms.

24. Contract Documents. This Agreement includes the following exhibits:

Exhibit A	Investment Summary
Exhibit B	Invoicing and Payment Policy
	Schedule 1: Business Travel Policy
Exhibit C	Service Level Agreement
	Schedule 1: Support Call Process
Exhibit D	Statement of Work

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.

By: DocuSigned by: Sherry Clark 649203B6339141C...

Name:

Title:

Date: 9/26/2023 | 3:21 PM PDT

Address for Notices:
Tyler Technologies, Inc.
One Tyler Drive
Yarmouth, ME 04096
Attention: Chief Legal Officer

With a copy to:
Tyler Technologies, Inc.
5101 Tennyson Parkway
Plano, TX 75024
Attention: Legal Department

Mariposa County Board of Supervisor, CA

By: DocuSigned by: Miles S Menetrey B43EC70C19BE446...

Name: Miles Menetrey

Title: Board, Chair

Date: 9/22/2023 | 10:15 AM PDT

Address for Notices:
Mariposa County Sheriff
5099 Old Highway North
Mariposa, CA 95338
Attention: _____

Approved as to Legal Form: DocuSigned by: Steve Dahlem F6A416F06B394BF...

Steven W. Dahlem, County Counsel

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Exhibit A
Investment Summary

The following Investment Summary details the software and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

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INVESTMENT SUMMARY

Tyler Software	$ 0
Services	$ 240,770
Third-Party Products	$ 0
Travel	$ 35,122
Total One-Time Cost	$ 275,892
Annual Recurring Fees/SaaS	$ 68,227
Tyler Software Maintenance	$ 0

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Page 1

SaaS Fees by Contract Year, 3% YoY Escalation

Year 1: $68,227
Year 2: $70,265
Year 3: $72,373
Year 4: $74,544
Year 5: $76,780

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Quoted By: Hal Rathvon
Quote Expiration: 10/29/23
Quote Name: Jail Management System 5 Year SaaS Draft Quote

Sales Quotation For:
Mariposa County Sheriff
5099 Old Highway North
Mariposa CA 95338
Phone: 2099663615

Annual / SaaS

Description	Fee	Discount	Annual
Justice			
Enterprise Corrections			
Enterprise Jail Manager	$ 54,001	$ 0	$ 54,001
Mugshots	$ 2,255	$ 0	$ 2,255
Enterprise Corrections eSignatures	$ 2,017	$ 0	$ 2,017
Enterprise Corrections Integration Toolkit	$ 1,849	$ 0	$ 1,849
LiveScan	$ 2,050	$ 0	$ 2,050
VINES Interface	$ 1,025	$ 0	$ 1,025
Data Export	$ 1,230	$ 0	$ 1,230
Corrections Mobile - No Hardware	$ 3,800	$ 0	$ 3,800
TOTAL			**$ 68,227**

Services
2023-402951-J7B6M2

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Description	Quantity	Unit Price	Discount	Total	Maintenance
Justice					
Enterprise Justice Project Management	397	$ 195	$ 0	$ 77,415	$ 0
Enterprise Justice Setup, Configuration & Consulting	471	$ 185	$ 0	$ 87,135	$ 0
Enterprise Justice Training	112	$ 185	$ 0	$ 20,720	$ 0
Enterprise Justice Data Conversion	140	$ 185	$ 0	$ 25,900	$ 0
Enterprise Justice Go-Live Assistance	100	$ 185	$ 0	$ 18,500	$ 0
Enterprise Justice Current & Future State Anlaysis	44	$ 185	$ 0	$ 8,140	$ 0
Enterprise Justice Follow-Up Training	16	$ 185	$ 0	$ 2,960	$ 0
TOTAL		**$ 240,770**		**$ 240,770**	**$ 0**

Summary	**One Time Fees**	**Recurring Fees**
Total Tyler Software	$ 0	$ 0
Total Annual	$ 0	$ 68,227
Total Tyler Services	$ 240,770	$ 0
Total Third-Party Hardware, Software, Services	$ 0	$ 0
Estimated Travel Expenses	$ 35,122	$ 0

Detailed Breakdown of Conversions (Included in Summary Total)

Description	Quantity	Unit Price	Discount	Total
Justice				
Enterprise Justice				
Enterprise Justice Data Conversion	140	$ 185	$ 0	$ 25,900
TOTAL				**$ 25,900**

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Assumptions

Tyler's Enterprise Public Safety product requires Microsoft Windows Server 2016/2019/2022 and SQL Server 2014 SP2/2016 SP2/2019, including required User or Device Client Access Licenses (CALs) for applicable Microsoft products. If on-premises, servers must meet minimum hardware requirements provided by Tyler. Personal Computers must meet the minimum hardware requirements and Microsoft Windows 8.1 64-bit, Windows 10 64-bit and Windows 11 are the supported operating systems. The supported Microsoft operating system and SQL versions are specific to Tyler's release versions.
Enterprise Public Safety product requires Microsoft Excel or Windows Search 4.0 for document searching functionality; Microsoft Word is required on the application server for report formatting.
Tyler recommends a 100 Mbps/1 Gbps Ethernet network for the local area network. Wide area network requirements vary based on system configuration. Client is responsible to maintain business class high-speed internet and provide enough bandwidth and throughput to support existing internet traffic and additional traffic generated by the Tyler deployment. Tyler will provide further consultation for this environment.
Does not include servers, workstations, or any required third-party hardware or software unless specified in this Investment Summary. Client is responsible for any third-party support. Licensed Software, and third-party software embedded therein, if any, will be delivered in a machine-readable form to Client via an agreed upon network connection. Any taxes or fees imposed are the responsibility of the purchaser and will be remitted when imposed.
Tyler's GIS implementation services are to assist the Client in preparing the required GIS data for use with the Licensed Enterprise Public Safety Software. Depending upon the Licensed Software the Client at a minimum will be required to provide an accurate street centerline layer and the appropriate polygon layers needed for Unit Recommendations and Run Cards in an industry standard Esri file format (Personal Geodatabase, File Geodatabase, Shape Files). Client is responsible for having clearly defined boundaries for Police Beats, EMS Districts and Fire Quadrants. If necessary, Tyler will assist Client in creating the necessary polygon layers. Tyler is not responsible for the accuracy of, or any ongoing maintenance of the GIS data used within the Licensed Enterprise Public Safety Software. Client is responsible for maintaining GIS data using Esri ArcGIS Desktop/Pro software, pushing source GIS data updates to the Tyler software, any ongoing annual maintenance on third-party products and is advised to contact the third-party vendor to ensure understanding of and compliance with all maintenance requirements. All maintenance, training and ongoing support of this product will be contracted with and conducted by Esri. Maintenance for Esri's ArcGIS suite of products that are used for maintaining Client's GIS data will be contracted by Client separately with Esri.
When State/NCIC is included, Client is responsible for obtaining the necessary State approval and any non-Tyler hardware and software. Includes state specific standard forms developed by Tyler. Additional forms can be provided for an additional fee.

The amount of converted data entering the new system can drastically impact storage utilization. Additional drive space may be required on the production and test SQL and file storage servers to accommodate the converted data based on the quantity of source data. During the conversion process, additional drive space on the production and test SQL servers will also be required temporarily. Does not apply to Data Archive.
Travel expenses will be billed as incurred according to Tyler's standard business travel policy.

Corrections eSignatures requires third-party hardware. Client must provide necessary signature pad device(s).

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Exhibit B
Invoicing and Payment Policy

We will provide you with the software and services set forth in the Investment Summary of the Agreement. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Invoicing: We will invoice you for the applicable software and services in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

1. SaaS Fees. SaaS Fees are invoiced on an annual basis, beginning on the commencement of the initial term as set forth in Section F(1) of this Agreement. Your annual SaaS fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual SaaS fees will be at our then-current rates.

2. Other Tyler Software and Services.

   2.1 Implementation and other professional services (including training) are billed and invoiced as delivered, at the rates set forth in the Investment Summary.

3. Third Party Products.

   3.1 *Third Party Software License Fees*: License fees for Third Party Software, if any, are invoiced when we make it available to you for downloading.

   3.2 *Third Party Software Maintenance*: The first year maintenance for the Third Party Software, if any, is invoiced when we make it available to you for downloading.

   3.3 *Third Party Hardware*: Third Party Hardware costs, if any, are invoiced upon delivery.

   3.4 *Third Party SaaS:* Third Party SaaS Services fees, if any, are invoiced annually, in advance, commencing with availability of the respective Third Party SaaS Services. Pricing for the first year of Third Party SaaS Services is indicated in the Investment Summary. Pricing for subsequent years will be at the respective third party's then-current rates.

4. Expenses. The service rates in the Investment Summary do not include travel expenses. Expenses will be billed as incurred and only in accordance with our then-current Business Travel Policy. Our current Business Travel Policy is attached to this Exhibit B at Schedule 1. Copies of receipts will be provided upon request; we reserve the right to charge you an administrative fee depending on the extent of your requests. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.

Payment. Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is available by contacting AR@tylertech.com.

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Exhibit B
Schedule 1
Business Travel Policy

1. Air Travel

   A. Reservations & Tickets

   The Travel Management Company (TMC) used by Tyler will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within $100 (each way) of the lowest logical fare. If a net savings of $200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

   Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven (7) day advance booking requirement is mandatory. When booking less than seven (7) days in advance, management approval will be required.

   Except in the case of international travel where a segment of continuous air travel is six (6) or more consecutive hours in length, only economy or coach class seating is reimbursable. Employees shall not be reimbursed for "Basic Economy Fares" because these fares are non-refundable and have many restrictions that outweigh the cost-savings.

   B. Baggage Fees

   Reimbursement of personal baggage charges are based on trip duration as follows:

   - Up to five (5) days = one (1) checked bag
   - Six (6) or more days = two (2) checked bags

   Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

   A. Private Automobile

   Mileage Allowance – Business use of an employee's private automobile will be reimbursed at the

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current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a “mid-size” or “intermediate” car. “Full” size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; except for employees traveling to Alaska and internationally (excluding Canada), additional insurance on the rental agreement should be declined.

C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

3. Lodging

Tyler’s TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler's work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

“No shows” or cancellation fees are not reimbursable if the employee does not comply with the hotel’s cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

Employees are not authorized to reserve non-traditional short-term lodging, such as Airbnb, VRBO, and HomeAway. Employees who elect to make such reservations shall not be reimbursed.

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4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status within the continental U.S. are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at www.gsa.gov/perdiem.

Per diem for Alaska, Hawaii, U.S. protectorates and international destinations are provided separately by the Department of State and will be determined as required.

A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

Departure Day

Depart before 12:00 noon	Lunch and dinner
Depart after 12:00 noon	Dinner

Return Day

Return before 12:00 noon	Breakfast
Return between 12:00 noon & 7:00 p.m.	Breakfast and lunch
Return after 7:00 p.m.*	Breakfast, lunch and dinner

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

Breakfast	15%
Lunch	25%
Dinner	60%

B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.*

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

5. Internet Access – Hotels and Airports

Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If

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an employee's hotel charges for internet access it is reimbursable up to $10.00 per day. Charges for internet access at airports are not reimbursable.

6. International Travel

All international flights with the exception of flights between the U.S. and Canada should be reserved through TMC using the "lowest practical coach fare" with the exception of flights that are six (6) or more consecutive hours in length. In such event, the next available seating class above coach shall be reimbursed.

When required to travel internationally for business, employees shall be reimbursed for photo fees, application fees, and execution fees when obtaining a new passport book, but fees related to passport renewals are not reimbursable. Visa application and legal fees, entry taxes and departure taxes are reimbursable.

The cost of vaccinations that are either required for travel to specific countries or suggested by the U.S. Department of Health & Human Services for travel to specific countries, is reimbursable.

Section 4, Meals & Incidental Expenses, and Section 2.b., Rental Car, shall apply to this section.

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Exhibit C
Service Level Agreement

I. Agreement Overview

This SLA operates in conjunction with, and does not supersede or replace any part of, the Agreement. It outlines the information technology service levels that we will provide to you to ensure the availability of the application services that you have requested us to provide. This SLA does not apply to any Third Party SaaS Services. All other support services are documented in the Support Call Process.

II. Definitions. Except as defined below, all defined terms have the meaning set forth in the Agreement.

Actual Attainment: The percentage of time the Tyler Software is available during a calendar quarter, calculated as follows: (Service Availability – Downtime) ÷ Service Availability.

Client Error Incident: Any service unavailability resulting from your applications, content or equipment, or the acts or omissions of any of your service users or third-party providers over whom we exercise no control.

Downtime: Those minutes during Service Availability, as defined below, when all users cannot launch, login, search or save primary data in the Tyler Software. Downtime does not include those instances in which only a Defect is present.

Emergency Maintenance: (1) maintenance that is required to patch a critical security vulnerability; (2) maintenance that is required to prevent an imminent outage of Service Availability; or (3) maintenance that is mutually agreed upon in writing by Tyler and the Client.

Planned Downtime: Downtime that occurs during a Standard or Emergency Maintenance window.

Service Availability: The total number of minutes in a calendar quarter that the Tyler Software is capable of receiving, processing, and responding to requests, excluding Planned Downtime, Client Error Incidents, denial of service attacks and Force Majeure.

Standard Maintenance: Routine maintenance to the Tyler Software and infrastructure. Standard Maintenance is limited to five (5) hours per week.

III. Service Availability

a. Your Responsibilities

Whenever you experience Downtime, you must make a support call according to the procedures outlined in the Support Call Process. You will receive a support case number.

b. Our Responsibilities

When our support team receives a call from you that Downtime has occurred or is occurring, we will work

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with you to identify the cause of the Downtime (including whether it may be the result of Planned Downtime, a Client Error Incident, Denial of Service attack or Force Majeure). We will also work with you to resume normal operations.

c. Client Relief

Our targeted Attainment Goal is 100%. You may be entitled to credits as indicated in the Client Relief Schedule found below. Your relief credit is calculated as a percentage of the SaaS fees paid for the calendar quarter.

In order to receive relief credits, you must submit a request through one of the channels listed in our Support Call Process within fifteen days (15) of the end of the applicable quarter. We will respond to your relief request within thirty (30) day(s) of receipt.

The total credits confirmed by us will be applied to the SaaS Fee for the next billing cycle. Issuing of such credit does not relieve us of our obligations under the Agreement to correct the problem which created the service interruption.

Client Relief Schedule	
Actual Attainment	**Client Relief**
99.99% - 98.00%	Remedial action will be taken
97.99% - 95.00%	4%
Below 95.00%	5%

IV. Maintenance Notifications

We perform Standard Maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, we will provide advance notice of those windows and will coordinate to the greatest extent possible with you.

Not all maintenance activities will cause application unavailability. However, if Tyler anticipates that activities during a Standard or Emergency Maintenance window may make the Tyler Software unavailable, we will provide advance notice, as reasonably practicable that the Tyler Software will be unavailable during the maintenance window.

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Exhibit C
Schedule 1
Support Call Process

Support Channels

Tyler Technologies, Inc. provides the following channels of software support for authorized users*:

(1) On-line submission (portal) – for less urgent and functionality-based questions, users may create support incidents through the Tyler Customer Portal available at the Tyler Technologies website. A built-in Answer Panel provides users with resolutions to most "how-to" and configuration-based questions through a simplified search interface with machine learning, potentially eliminating the need to submit the support case.
(2) Email – for less urgent situations, users may submit emails directly to the software support group.
(3) Telephone – for urgent or complex questions, users receive toll-free, telephone software support.

** Channel availability may be limited for certain applications.*

Support Resources

A number of additional resources are available to provide a comprehensive and complete support experience:

(1) Tyler Website – www.tylertech.com – for accessing client tools, documentation, and other information including support contact information.
(2) Tyler Search -a knowledge based search engine that lets you search multiple sources simultaneously to find the answers you need, 24x7.
(3) Tyler Community –provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
(4) Tyler University – online training courses on Tyler products.

Support Availability

Tyler Technologies support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four US time zones (Pacific, Mountain, Central and Eastern). Tyler's holiday schedule is outlined below. There will be no support coverage on these days.

New Year's Day	Labor Day
Martin Luther King, Jr. Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day

For support teams that provide after-hours service, we will provide you with procedures for contacting support staff after normal business hours for reporting Priority Level 1 Defects only. Upon receipt of

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such a Defect notification, we will use commercially reasonable efforts to meet the resolution targets set forth below.

We will also make commercially reasonable efforts to be available for one pre-scheduled Saturday of each month to assist your IT staff with applying patches and release upgrades, as well as consulting with them on server maintenance and configuration of the Tyler Software environment.

Incident Handling

Incident Tracking

Every support incident is logged into Tyler's Customer Relationship Management System and given a unique case number. This system tracks the history of each incident. The case number is used to track and reference open issues when clients contact support. Clients may track incidents, using the case number, through Tyler's Customer Portal or by calling software support directly.

Incident Priority

Each incident is assigned a priority level, which corresponds to the Client's needs. Tyler and the Client will reasonably set the priority of the incident per the chart below. This chart is not intended to address every type of support incident, and certain "characteristics" may or may not apply depending on whether the Tyler software has been deployed on customer infrastructure or the Tyler cloud. The goal is to help guide the Client towards clearly understanding and communicating the importance of the issue and to describe generally expected response and resolution targets in the production environment only.

References to a "confirmed support incident" mean that Tyler and the Client have successfully validated the reported Defect/support incident.

Priority Level	Characteristics of Support Incident	Resolution Targets*
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client's remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database.

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Priority Level	Characteristics of Support Incident	Resolution Targets*
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. For non-hosted customers, Tyler's responsibility for loss or corrupted data is limited to assisting the Client in restoring its last available database.
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack, which shall occur at least quarterly. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database.
4 Non-critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

**Response and Resolution Targets may differ by product or business need*

Incident Escalation

If Tyler is unable to resolve any priority level 1 or 2 defect as listed above or the priority of an issue has elevated since initiation, you may escalate the incident to the appropriate resource, as outlined by each product support team. The corresponding resource will meet with you and any Tyler staff to establish a mutually agreeable plan for addressing the defect.

Remote Support Tool

Some support calls may require further analysis of the Client's database, processes or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Tyler's support team must have the ability to quickly connect to the Client's system and view the site's setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/07/2023

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

PRODUCER MARSH USA, LLC. 99 HIGH STREET BOSTON, MA 02110 CN102891976-GAWXC-GAWXC-23	**CONTACT NAME:** ... **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:**
INSURED Colorado Interactive, LLC 25501 W. Valley Parkway Olathe, KS 66061	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Hartford Fire Insurance Company — 19682 **INSURER B :** Trumbull Insurance Company — 27120 **INSURER C :** Hartford Casualty Insurance Company — 29424 **INSURER D :** Sentinel Insurance Company — 11000 **INSURER E :** QBE Specialty Insurance Company — 11515 **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** NYC-011324051-08 **REVISION NUMBER:** 9

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			10 UEN DL0437	04/01/2023	04/01/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	**AUTOMOBILE LIABILITY** X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			10 UEN DI9897	04/01/2023	04/01/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
C	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED X RETENTION $ 10,000			10 XHU DL0102	04/01/2023	04/01/2024	EACH OCCURRENCE AGGREGATE	$ 25,000,000 $ 25,000,000
D	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		10WBAK8AGK	04/01/2023	04/01/2024	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
E	Professional Liability Cyber Protection			130001996	12/17/2021	06/17/2023	Limit:	10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Evidence only

CERTIFICATE HOLDER

Tyler Technologies, Inc.
5101 Tennyson Parkway
Plano, TX 75024

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Marsh USA LLC

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AGENCY CUSTOMER ID: CN102891976

LOC #: Boston

ADDITIONAL REMARKS SCHEDULE

AGENCY MARSH USA, LLC.	**NAMED INSURED** Colorado Interactive, LLC 25501 W. Valley Parkway Olathe, KS 66061
POLICY NUMBER	
CARRIER / **NAIC CODE**	**EFFECTIVE DATE:**

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

The Professional Liability / Cyber policies evidenced contain Self Insured Retentions to various perils covered. If you would like additional information regarding these sub limits or deductibles, please contact the insured.

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			10 UEN DL0437	04/01/2023	04/01/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
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AUTHORIZED REPRESENTATIVE

Marsh USA LLC

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AGENCY CUSTOMER ID: CN102891976

LOC #: Boston

ADDITIONAL REMARKS SCHEDULE

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POLICY NUMBER	
CARRIER / **NAIC CODE**	**EFFECTIVE DATE:**

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

The Professional Liability / Cyber policies evidenced contain Self Insured Retentions to various perils covered. If you would like additional information regarding these sub limits or deductibles, please contact the insured.

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Certificate Of Completion

Envelope Id: B4EECC7525E743CCA7A56683C07C2F91
Status: Completed
Subject: Complete with DocuSign: 23-526 - Tyler Technologies Inc 23-28 - agreement.pdf
Source Envelope:
Document Pages: 34
Signatures: 3
Certificate Pages: 5
Initials: 1
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Envelope Originator:
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Mariposa, CA 95338
Clerk-bos@mariposacounty.org
IP Address: 64.118.100.36

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Steve Dahlem sdahlem@mariposacounty.org Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 12/28/2022 3:42:40 PM ID: 168bcdc6-bde7-4f01-885a-c1872fec5bc7	DocuSigned by: Steve Dahlem F6A416F06B394BF... Signature Adoption: Pre-selected Style Using IP Address: 64.118.100.36	Sent: 9/22/2023 9:26:49 AM Viewed: 9/22/2023 9:27:43 AM Signed: 9/22/2023 9:27:52 AM
Miles S Menetrey mmenetrey@mariposacounty.org Mariposa County Board Chair County of Mariposa Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 2/16/2023 5:48:07 PM ID: 190c885b-38bf-47d2-91f4-909adbc5aa30	DocuSigned by: Miles S Menetrey B43EC70C19BE446... Signature Adoption: Pre-selected Style Using IP Address: 70.233.117.66 Signed using mobile	Sent: 9/22/2023 9:27:54 AM Viewed: 9/22/2023 10:14:28 AM Signed: 9/22/2023 10:15:00 AM
Sherry Clark Sherry.Clark@tylertech.com Group General Counsel Tyler Technologies, Inc. Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 9/26/2023 3:19:18 PM ID: 94662dfb-5523-470b-830f-6b762b868259	DocuSigned by: Sherry Clark 649203B6339141C... Signature Adoption: Pre-selected Style Using IP Address: 163.116.253.47	Sent: 9/22/2023 10:15:02 AM Resent: 9/26/2023 2:50:08 PM Viewed: 9/26/2023 3:19:18 PM Signed: 9/26/2023 3:21:28 PM
Savannah Newitt snewitt@mariposacounty.org Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:**	DS SN Signature Adoption: Pre-selected Style Using IP Address: 64.118.100.36	Sent: 9/26/2023 3:21:29 PM Viewed: 9/26/2023 3:30:53 PM Signed: 9/26/2023 3:31:29 PM

Signer Events	Signature	Timestamp
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In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	9/22/2023 9:26:49 AM
Certified Delivered	Security Checked	9/26/2023 3:30:53 PM
Signing Complete	Security Checked	9/26/2023 3:31:29 PM
Completed	Security Checked	9/26/2023 3:31:29 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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Withdrawing your consent

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

How to contact County of Mariposa:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: jbond@mariposacounty.org

To advise County of Mariposa of your new email address

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

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

To request paper copies from County of Mariposa

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

To withdraw your consent with County of Mariposa

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

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to jbond@mariposacounty.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

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

Acknowledging your access and consent to receive and sign documents electronically

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

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

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

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-421

MEETING: October 1, 2024

TO: The Board of Supervisors

FROM: Jeremy Briese, Sheriff

RE: Approve an Agreement with Permitium LLC for the Concealed Carry License and Fingerprint/Livescan Community Online Portal; and Authorize the Board of Supervisors Chair to Sign the Agreement

---

RECOMMENDATION AND JUSTIFICATION

Approve an Agreement with Permitium LLC for the Concealed Carry License and Fingerprint/Livescan Community Online Portal; and Authorize the Board of Supervisors Chair to Sign the Agreement

BACKGROUND AND HISTORY OF BOARD ACTIONS

The board has approved this agreement in prior years.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve and the community would no longer be able to access the Concealed Carry or Fingerprint/Livescan portal therefore making it more difficult to make appointments and payments online.

FINANCIAL IMPACT

None.

ATTACHMENTS

1. Permitium 24-25

VOTE RESULT

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

USER LICENSE AGREEMENT FOR ONLINE WEAPONS PERMIT APPLICATION

This original user license agreement for an online weapons permit application (the "User License Agreement") was entered on the 23rd day of May, 2022, by and between Mariposa County (the "CLIENT") and Permitium, LLC ("Permitium"), a corporation in good standing authorized to do business in the State of North Carolina with its principal place of business at 1235 East Blvd Ste E, PMB 2051, Charlotte NC 28203.

For and in consideration of the mutual promises set forth in the User License Agreement, the adequacy of which is hereby expressly acknowledged, the parties do mutually agree as follows:

1. **Basic Obligations of Permitium.** Permitium hereby agrees to provide the services described in the attached Statement of Work (attached hereto as Exhibit 1) in accordance with the terms and conditions of this User License Agreement as requested in writing by the CLIENT.

2. **Basic Obligations of the CLIENT.** For any services requested in writing by the CLIENT, the CLIENT agrees to compensate Permitium at the rates set forth in the attached Statement of Work (Exhibit 1).

3. **Term.** Contract will be effective from July 1, 2024, through June 30, 2025.

4. **Fee Collection and Payment.** Permitium will collect online payments and agrees to deliver the CLIENT a monthly statement by the 25th of each month which will itemized for every transaction submitted the previous month along with a check or ACH for the total amount collected less fees listed on Exhibit 1.

5. **Termination for Cause.** At any time after 30 days of the software deployment, the CLIENT may terminate this User License Agreement immediately and without prior notice if Permitium is unable to meet goals and timetables or if the CLIENT is dissatisfied with the quality of services provided.

6. **Insurance.** Permitium agrees to maintain a minimum of $6,000,000 in general liability, $5,000,000 in cyber liability, and other appropriate insurance, as well as Workers Compensation in the required statutory amount, for all employees participating in the provision of services under this User License Agreement. Certificates of such insurance shall be furnished by Permitium to the CLIENT and shall contain the provision that the CLIENT is given ten (10) days' written notice of any intent to cancel or terminate by either the Permitium or the insuring company. Failure to furnish such insurance certificates or maintain such insurance shall be deemed a material breach and grounds for immediate termination of this User License Agreement. All Permitium liabilities as defined within this User License Agreement will be capped at the greater of the compensation received by Permitium, or the above stated insurance liability policy limits.

7. **Taxes.** Permitium shall pay all federal, state and FICA taxes for all of its employees

participating in the provision of services under this User License Agreement.

8. **Monitoring and Auditing.** Permitium shall cooperate with the CLIENT, or with any other person or agency acting at the direction of the CLIENT, in their efforts to monitor, audit, or investigate activities related to this User License Agreement. Permitium shall provide any auditors retained by the CLIENT with access to any records and files related to the provision of services under this User License Agreement upon reasonable notice. The CLIENT agrees that its auditors will maintain the confidentiality of any trade secrets of Permitium that may be accessed during an audit conducted under this User License Agreement.

9. **Confidentiality Information.** Permitium agrees that all records, data, personnel records, and/or other confidential information that come within Permitium' possession in the course of providing services to the CLIENT under this User License Agreement (hereinafter, "Confidential Information") shall be subject to the confidentiality and disclosure provisions of all applicable federal and state statutes and regulations, as well as any relevant policies of the CLIENT. All data and/or records provided by the CLIENT to Permitium shall be presumed to be Confidential Information subject to the terms of this section unless the CLIENT specifically indicates in writing that the requirements of this section do not apply to a particular document or group of documents.

   Permitium agrees to receive and hold Confidential Information, whether transmitted orally, in writing or in any other form, and whether prepared by a party or its Representatives, in strict confidence, and to use the Confidential Information solely for the purpose of facilitating CLIENT's use of Permitium 'products and services. Except as essential to Permitium 'obligations to CLIENT, Permitium shall not copy any of the Confidential Information, nor shall Permitium remove any Confidential Information or proprietary property or documents from CLIENT premises without written authorization of the CLIENT. Permitium acknowledges its understanding that any unauthorized disclosure of Confidential Information may result in penalties and other damages.

10. **Security.** Permitium represents and warrants that all documents and information provided to Permitium by or behalf of the CLIENT, including but not limited to Confidential Records, shall be stored and maintained by Permitium with the utmost care and in conformity with standards generally accepted in Permitium' industry for the types of records being stored and maintained. Permitium further represents and warrants that any online access to the CLIENT's records authorized persons pursuant to this User License Agreement shall be safe, secure, and password-protected and provided with the utmost care and in conformity with standards generally accepted in Permitium' industry for the types of records being stored and maintained, and that no person shall be permitted to obtain unauthorized access to any of the CLIENT's records. Without limiting the foregoing, Permitium specifically warrants that:
    10.1. All servers, computers, and computer equipment used to provide services pursuant to this User License Agreement shall be maintained in good working

order in compliance with generally accepted industry standards in light of the confidential nature of the documents in question and shall be located in a safe, controlled, and environmentally stable environment (including moisture and temperature controls) and adequately protected against fires, hurricanes, flooding, or similar occurrences;

10.2. Facilities where services are provided shall be secure and access shall be limited to employees trained in security protocols with a legitimate business need to access such facilities (with access removed immediately upon termination of employment) and shall be protected from unauthorized access by commercially reasonable security systems;

10.3. All websites, FTPs, and any other online electronic system used to provide services pursuant to this User License Agreement shall be protected from security breaches by commercially reasonable firewalls and other intrusion detections systems and antivirus software, which shall be kept updated at all times. Access shall be limited to those agents and employees of Permitium assigned to the project and any individuals identified in writing by the CLIENT or CLIENT's Designee as authorized to obtain access.

10.4. Permitium shall have technical controls in place that ensure the security, availability and confidentiality of CLIENT data.

10.5. All information provided to Permitium pursuant to this User License Agreement shall be encrypted while in transit over an open network.

11. Standard of Care. Notwithstanding anything in this User License Agreement to the contrary, Permitium represents and warrants that the services provided by Permitium shall be performed by qualified and skilled individuals in a timely and professional manner with the utmost care and in conformity with standards generally accepted in Permitium' industry for the types of services and records governed by this User License Agreement.

12. Indemnification. Permitium shall indemnify the CLIENT, its agents, and employees, from and against all damages directly arising out of Permitium's breach of this Agreement. This provision shall survive the expiration or termination of this Agreement and remain in full force and effect after such expiration or termination. Notwithstanding the foregoing Permitium's maximum indemnification will be limited to the amount of insurance set forth within section 6.

To the extent provided by law, CLIENT shall indemnify Permitium, its agents, and employees from and against all damages directly arising out of CLIENT's breach of this Agreement. This provision shall survive the expiration or termination of this Agreement and remain in full force and effect after such expiration or termination.

13. Relationship of Parties. Permitium shall be an independent contractor of the CLIENT, and nothing herein shall be construed as creating a partnership or joint venture; nor shall any employee of Permitium be construed as an employee, agent or principal of the CLIENT.

14. **Compliance with Applicable Laws.** Permitium shall comply with all applicable laws and regulations in providing services under this User License Agreement. Without limiting the foregoing, Permitium specifically represents that it is aware of and in compliance with the Immigration Reform and Control Act and that it will collect properly verified I-9 forms from each employee providing services under this User License Agreement. Permitium shall not employ any individuals to provide services to the CLIENT who are not authorized by federal law to work in the United States.

15. **Applicable CLIENT Policies.** Permitium specifically acknowledges that it will comply with all applicable CLIENT policies, all of which are publicly available on the CLIENT's website.

16. **Assignment.** Neither party may transfer, assign, or delegate any rights, duties, interest, or obligations under this Contract to any other person or entity without the other party's prior written consent. Notwithstanding the foregoing, Permitium may (without the CLIENT's consent) assign this agreement and all of its rights, duties, interests and obligations hereunder to any entity into which it merges, has a change in control representing a conveyance of more than 50% of its ownership interests, or to which it sells all or substantially all of its assets. Permitium agrees to notify the client within 10 business days of any assignment.

17. **User License Agreement Modifications.** This User License Agreement may be amended only by written amendments duly executed by and between the CLIENT and Permitium.

18. **California Law.** California law will govern the interpretation and construction of the User License Agreement. Any litigation arising out of this User License Agreement shall be filed, if at all, in a court or administrative tribunal located in the State of California.

19. **Entire Agreement.** This User License Agreement constitutes and expresses the entire agreement and understanding between the parties concerning the subject matter of this User License Agreement and supersedes all prior and contemporaneous discussions, promises, representations, agreements and understandings relative to the subject matter of this User License Agreement.

20. **Severability.** If any provision of this User License Agreement shall be declared invalid or unenforceable, the remainder of the User License Agreement shall continue in full force and effect.

21. **Notices.** Any notice or other communication provided for herein as given to a party hereto shall be in writing, shall refer to this Agreement by parties and date, and shall be delivered by registered mail, return receipt required, postage prepaid to the person listed below or his successor.

If to: Permitium
Permitium, LLC
1235 East Blvd Ste E, PMB 2051
Charlotte, NC 28203

If to CLIENT:
Mariposa County Sheriff
P.O. Box 276
Mariposa, CA 95338

22. Cooperative Procurement. As additional consideration for this User License Agreement, and pursuant to state and local laws and procurement rules, Permitium agrees to extend an option to purchase products or services covered under this contract at the same prices, and under the same terms and conditions, to other contracting agencies.

Any such purchases shall be between Permitium and the participating agency and shall not impact Permitium's obligations to the CLIENT under this User License Agreement. Each contracting agency shall execute its own contract with Permitium. Any estimated purchase volumes or user counts listed herein do no include other public agencies and the CLIENT makes no guarantee as to their participation.

23. Authority of Signatories. The persons executing this User License Agreement hereby represent and warrant that they have full authority and representative capacity to execute the User License Agreement in the capacities indicated below and this User License Agreement constitutes the binding obligation of the parties on whose behalf they signed.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year indicated above.

Mariposa County

_____
Miles Menetry, Chair of the Board
Date:

_____
Danielle Bondshu, Clerk of the Board
Date:

APPROVED AS A LEGAL FORM:

_____
Steven W. Dahlem, County Counsel
Date:

PERMITIUM, LLC

Printed Name:_____

Signed: _____

ITS: _____

DATE: _____

STATEMENT OF WORK – EXHIBIT 1

Implementation Plan

- Configure the initial instance of the new **Permitium** solution based on the Client's current pistol permit process and **Permitium 's** demonstration site
- Refine the new **Permitium** solution through an iterative process based on input received from the Client during the testing phase
- Test the **Permitium** solution, revise as needed and prepare it for production
- Provide training for the Client as needed
- Provide ongoing support, hosting and management of the **Permitium** Solution

Implementation Team

Permitium	Support Team		855-712-PERM	support@permitium.com
Client	Executive Sponsor		209-966-3615	sheriff@mariposacounty.org
	Project Manager		209-966-3615	sheriff@mariposacounty.org

Data and Security

All data collected in the Client's instance of **PermitDirector** is the property of the Client. **Permitium** does not own and will not distribute data without the written consent of the Client. All passwords placed within the system are encrypted and not accessible by the **Permitium** staff.

Cost of Service

Cost for **PermitDirector** software, implementation services or support – Permitium will charge

__X__$5.00 passed on as a service fee back to the applicant for each application submitted.

__X_ Concealed Weapon Applications

__X_ Other Fingerprint Applications

Credit card company fees are passed through to the applicant by Permitium based on our contract rate. The current rate is $0.30 plus 3.3% per transaction.

Permitium will charge our service fees and applicable credit card fees for all orders processed through Permitium regardless of if payment is received and/or the method of payment.

Any needed Digital Conversion Services by the Client performed by Permitium will be available anytime under this agreement utilizing an existing cooperative purchasing program called the Charlotte Cooperative Purchasing Agreement (CCPA). The CCPA coop government rates can be found at www.charlottealliance.org

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/27/2023

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

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

PRODUCER
Oberle Risk Strategies, LLC
8820 Ladue Road, Suite 302
St. Louis MO 63124

CONTACT NAME:
PHONE (A/C, No, Ext): 636-391-0700 **FAX (A/C, No):** 636-391-0715
E-MAIL ADDRESS: donna.spradley@oberle-risk.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Sentinel Ins Co Ltd	11000
INSURER B : Underwriters at Lloyd's of London	32727
INSURER C : Trisura Specialty Insurance Company	
INSURER D : Hudson Insurance Company	25054
INSURER E :	
INSURER F :	

INSURED SCRIHOL-01
Community Software Solutions, LLC
1235 East Blvd.
Ste E - PMB 2051
Charlotte NC 28203

COVERAGES **CERTIFICATE NUMBER:** 1809218275 **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 GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:			84SBMBI9780	9/28/2023	9/28/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	**AUTOMOBILE LIABILITY** ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			84SBMBI9780	9/28/2023	9/28/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	**UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED X RETENTION $ 10,000			84SBMBI9780	9/28/2023	9/28/2024	EACH OCCURRENCE AGGREGATE	$ 6,000,000 $ 6,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
B C D	Cyber/Professional Liability Excess Cyber/Professional Liab Crime/Dishonesty			MPL494882323 ATB671524302 HFPHEPPP	9/28/2023 9/28/2023 9/28/2023	9/28/2024 9/28/2024 9/28/2024	Each Claim/Aggregate Each claim/Aggregate Each Claim	3,000,000 2,000,000 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Named insured includes:
Scribsoft Holdings, Inc.
Scribbles Software, LLC, & Permitium, LLC

CERTIFICATE HOLDER

Mariposa County
PO Box 276
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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MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING: October 1, 2024

TO: The Board of Supervisors

FROM: Fadzayi Mashiri, Farm Advisor

RE: Proclaim the Week of October 7th through the 12th, 2024, as "4-H Week"

RECOMMENDATION AND JUSTIFICATION

Proclaim the Week of October 7th through the 12th, 2024, as "4-H Week"

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board has approved 4-H Week in the past.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve and miss the opportunity to support one of Mariposa's largest youth organizations.

FINANCIAL IMPACT

None.

ATTACHMENTS

1. 4-H Week Oct 7-12

VOTE RESULT

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

The Mariposa County Board of Supervisors

proclaims

The Week of October 7-12, 2024

as

"4-H Week"

WHEREAS 4-H is America's largest youth development organization, having supported almost six million youth across the country thus far; and

WHEREAS 4-H has helped our youth in Mariposa, California to become confident, independent, resilient and compassionate leaders; and

WHEREAS 4-H is delivered by Cooperative Extension – a community of more than 100 public universities across the nation that provides experiences where young people learn by doing in hands-on projects in areas including health, science, agriculture and citizenship; and

WHEREAS California 4-H is delivered by University of California Cooperative Extension, the research and outreach arm of the University of California's Agriculture and Natural Resources; and

WHEREAS 4-H Week showcases the incredible experiences that 4-H offers young people, and highlights the remarkable 4-H youth in Mariposa County who work each day to make a positive impact on those around them; and

WHEREAS 4-H's network of 600,000 volunteers and 3,500 professionals provides caring and supportive mentoring to all 4-H'ers, helping them grow into true leaders, entrepreneurs and visionaries.

NOW, THEREFORE, BE IT KNOWN that the Board of Supervisors of Mariposa County a political subdivision of the State of California proclaims the week of October 7th through the 12th, 2024, as **"4-H Week"** in Mariposa County, and encourages all our citizens to recognize 4-H for the significant impact it has made and continues to make by empowering youth with the skills they need to lead for a lifetime.

PASS AND ADOPTED by the Board of Supervisors of Mariposa County this 1st day of October 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 2024-413

MEETING: October 1, 2024

TO: The Board of Supervisors

FROM: Miles Menetrey, District V Supervisor

RE: Recognize the Retirement of County Fire Executive Assistant Cathy Garrett

---

RECOMMENDATION AND JUSTIFICATION

Recognize the Retirement of County Fire Executive Assistant Cathy Garrett

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board recognizes valued service in our County.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Miss the opportunity to recognize a dedicated employee.

FINANCIAL IMPACT

None.

ATTACHMENTS

1. Cathy Garrett Retirement

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

MARIPOSA COUNTY RESOLUTION NUMBER 2024-

A RESOLUTION RECOGNIZING CATHY GARRETT FOR HER OUTSTANDING SERVICE TO MARIPOSA COUNTY

WHEREAS CATHY began her career with Cal Fire as an Office Assistant June 1, 2008, and continued through July 13, 2015, before being promoted to Fire Services Assistant July 14, 2015, and worked in this position through July 1, 2017; and

WHEREAS CATHY reclassified from Fire Services Assistant to Office Technician from July 1, 2017, through September 30, 2023, then promoted to Executive Assistant on October 1, 2023; and

WHEREAS CATHY officially retired after 16 years on October 1, 2024; and

WHEREAS CATHY had been a part of, supported, and coordinated several major changes with the Mariposa County Fire Department, such as the implementation of two Fire chiefs, two Assistant Chiefs, and one Sheriff all with different philosophies, work priorities, administrative needs, and operational urgencies that she ensured met county processes and polices; and

WHEREAS CATHY was the gate keeper for the SAFER Grant Volunteer Fire Membership program, she processed paperwork, oversaw county process and policies were followed, tracked stipend spending, generated reports; and

WHEREAS CATHY was a part of the coordination and processing for the Mariposa County Fire fleet replacement from 2009 through 2010 as well as the building of four new county fire stations; and

WHEREAS CATHY was involved in the coordination, training and processing of many Assistance-by-Hire billings that have brought in significant funding to the county over the course of her career; and

WHEREAS CATHY has been an active participant of Relay for Life representing the Mariposa County Fire Team; and

WHEREAS CATHY has been a part of many significant milestones with Mariposa County Fire, always contributing her knowledge and experience such as the transition of the Fire Department Command and Control to CALFIRE, the expansion of the Prevention Program, the first ever paid Reserve Firefighter Program, the expansion of office personnel, onboarded countless numbers of volunteers and paid staff over the years, restructured fiscal tracking in Oracle; and

WHEREAS CATHY had been humble, hardworking and was the “linchpin” to administration. She was a can-do, will-do employee almost to a fault and always strive to assure that all her fellow employees and departments were supported; and

WHEREAS CATHY looks forward to many more beach camping trips with her husband Mike, spending time with family and friends, doing various home projects and not setting her alarm.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Mariposa County, a political subdivision of the State of California, hereby recognizes and commends **Cathy Garrett** citizens of Mariposa County and wishes her a long and happy retirement.

PASSED AND ADOPTED by the Board of Supervisors of Mariposa County this 1st day of OCTOBER 2024, by unanimous vote.

_____
ROSEMARIE SMALLCOMBE, District I Supervisor

_____
SHANNON POE, District II Supervisor

_____
DANETTE TOSSO, District III Supervisor

_____
WAYNE FORSYTHE, District IV Supervisor

_____
MILES MENETREY, District V Supervisor

MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING:	October 1, 2024
TO:	The Board of Supervisors
FROM:	Shannon Hansen, Director of Public Works and Transportation
RE:	Receive a Presentation from Pacific Gas & Electric (PG&E) Regarding the Progress of Underground Power Lines, Road Restoration, Vegetation Management, and Power Pole Clearing Efforts

---

RECOMMENDATION AND JUSTIFICATION

Receive a Presentation from Pacific Gas & Electric (PG&E) Regarding the Progress of Underground Power Lines, Road Restoration, Vegetation Management, and Power Pole Clearing Efforts.

BACKGROUND AND HISTORY OF BOARD ACTIONS

PG&E has provided project updates to the Board of Supervisors in the past.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not hear the presentation and miss the opportunity to hear about the progress of their projects.

FINANCIAL IMPACT

None.

ATTACHMENTS

1. **PG&E 10K UG Program_Mariposa County Board of Supervisors Presentation_October 2024**

Pacific Gas and Electric Company

Mariposa County Board of Supervisors Meeting

October 1, 2024

Safety

Preparedness Tips

Always be prepared in case of a natural disaster or an emergency

Build a disaster supply kit for you, your family or your business

Be sure to include food, water, medication, flashlights, first aid kits, a list of emergency contacts and more

Visit safetyactioncenter.pge.com to help prepare for an emergency

Agenda

1. Welcome
2. Safety
3. Identifying and Reducing Wildfire Risk
4. Undergrounding and System Upgrades
5. Cleanup and Restoration
6. Pole Clearing Throughout Our Service Area
7. Customer Resources



Some of the measures included in this presentation are contemplated as additional precautionary measures intended to further reduce the risk of wildfires.

Identifying and Reducing Wildfire Risk

Layers of Wildfire Protection



Situational Awareness

A **New Tools and Technology:** Installed over 2,000 weather stations and high-definition cameras with AI to better predict, monitor and respond to wildfires and severe weather



Operational Mitigations

B **Enhanced Powerline Safety Settings:** Installed on 44,000+ line miles in and around high fire-risk areas. These settings automatically shut off power within one-tenth of a second if a hazard is detected

C **Public Safety Power Shutoff:** Turning off power for safety as a last resort during severe weather



Resiliency Work

D **New, Strengthened Equipment:** Installing strong poles and covered powerlines on 1,700+ miles of overhead powerlines

E **Undergrounding Powerlines:** Completing 10,000 miles of undergrounding in the highest wildfire risk areas

F **Vegetation Management:** Removing or pruning 1 million+ trees per year to ensure they are a safe distance from powerlines



Some of the measures included in this presentation are contemplated as additional precautionary measures intended to further reduce the risk of wildfires.

Hardening California's Next Generation Electric Grid

We are strengthening our electric system by hardening powerlines.

This includes both moving powerlines **underground** and **installing strong poles** and **covered overhead lines**. In some cases, we also **remove powerlines** if areas receive power from a remote grid or if the lines are no longer needed.



These programs:

- Reduce wildfire risk
- Enhance long-term safety
- Improve reliability



Some of the measures included in this presentation are contemplated as additional precautionary measures intended to further reduce the risk of wildfires.

Undergrounding 10,000 Miles of Our Electric System

PG&E is committed to undergrounding 10,000 miles of powerlines in the highest fire-risk areas.

This is approximately one-third of the miles PG&E has in high fire-risk areas.

Undergrounding is estimated to reduce the risk of wildfires by **nearly 98%** at that location.

This commitment represents the largest effort in the U.S. to underground power lines as a wildfire risk reduction measure.



Some of the measures included in this presentation are contemplated as additional precautionary measures intended to further reduce the risk of wildfires.

Prioritizing Undergrounding to Have the Greatest Impact on Reducing Wildfire Risk

To accomplish this, we:

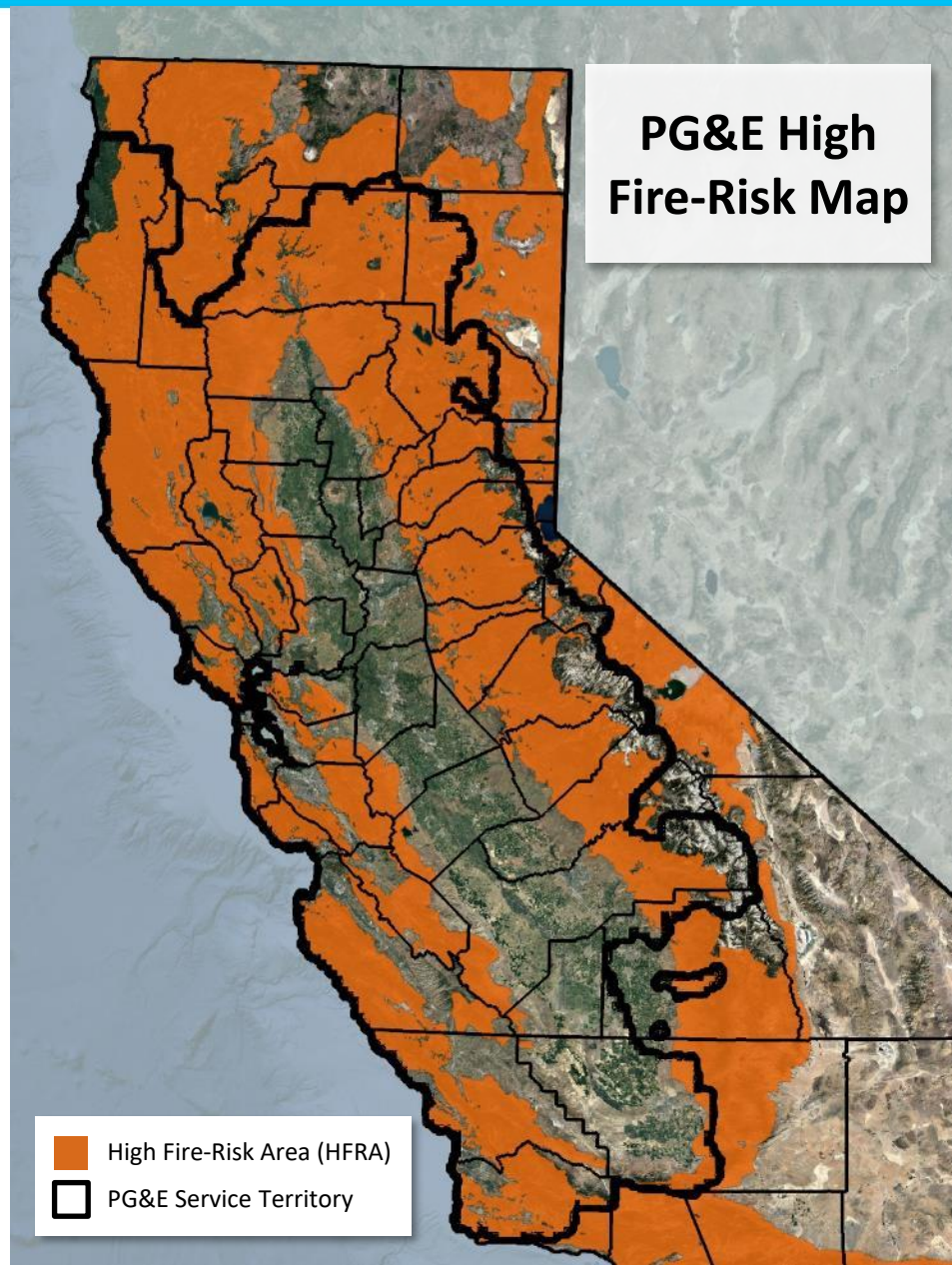
Use machine-learning based risk modeling and partner with wildfire analysis providers.

This modeling considers historic ignitions and other factors, such as:

- Vegetation
- Topography
- Condition of the electrical equipment

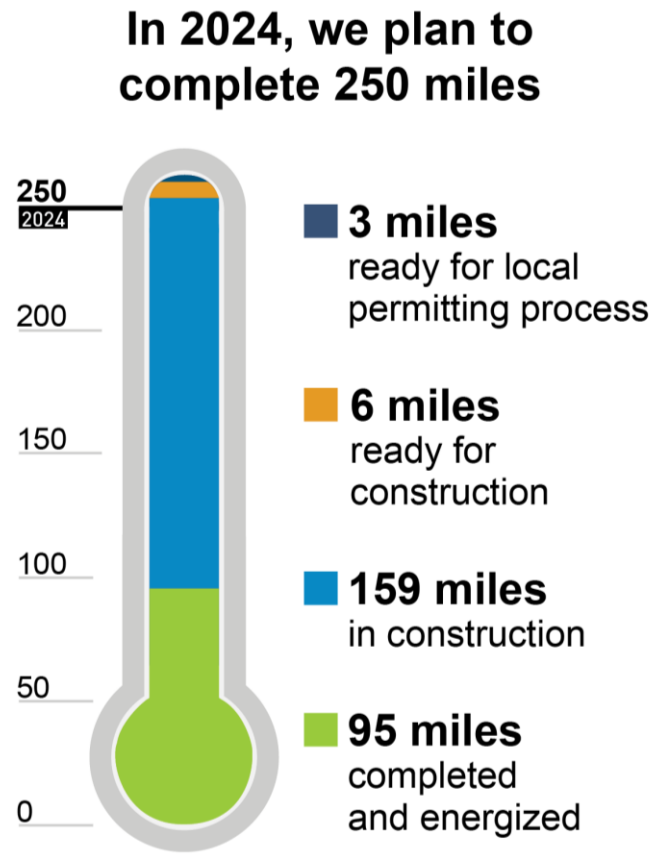
We also consider the:

- Probability of an ignition
- Consequences if a wildfire were to start in a specific location



Some of the measures included in this presentation are contemplated as additional precautionary measures intended to further reduce the risk of wildfires.

2024 Undergrounding Progress



Data as of 8/31/2024.

We have already made significant progress toward our annual goal of undergrounding **250 miles** in 2024.

The 2024 thermometer is updated monthly at **pge.com/undergrounding**.

Some of the measures included in this presentation are contemplated as additional precautionary measures intended to further reduce the risk of wildfires.

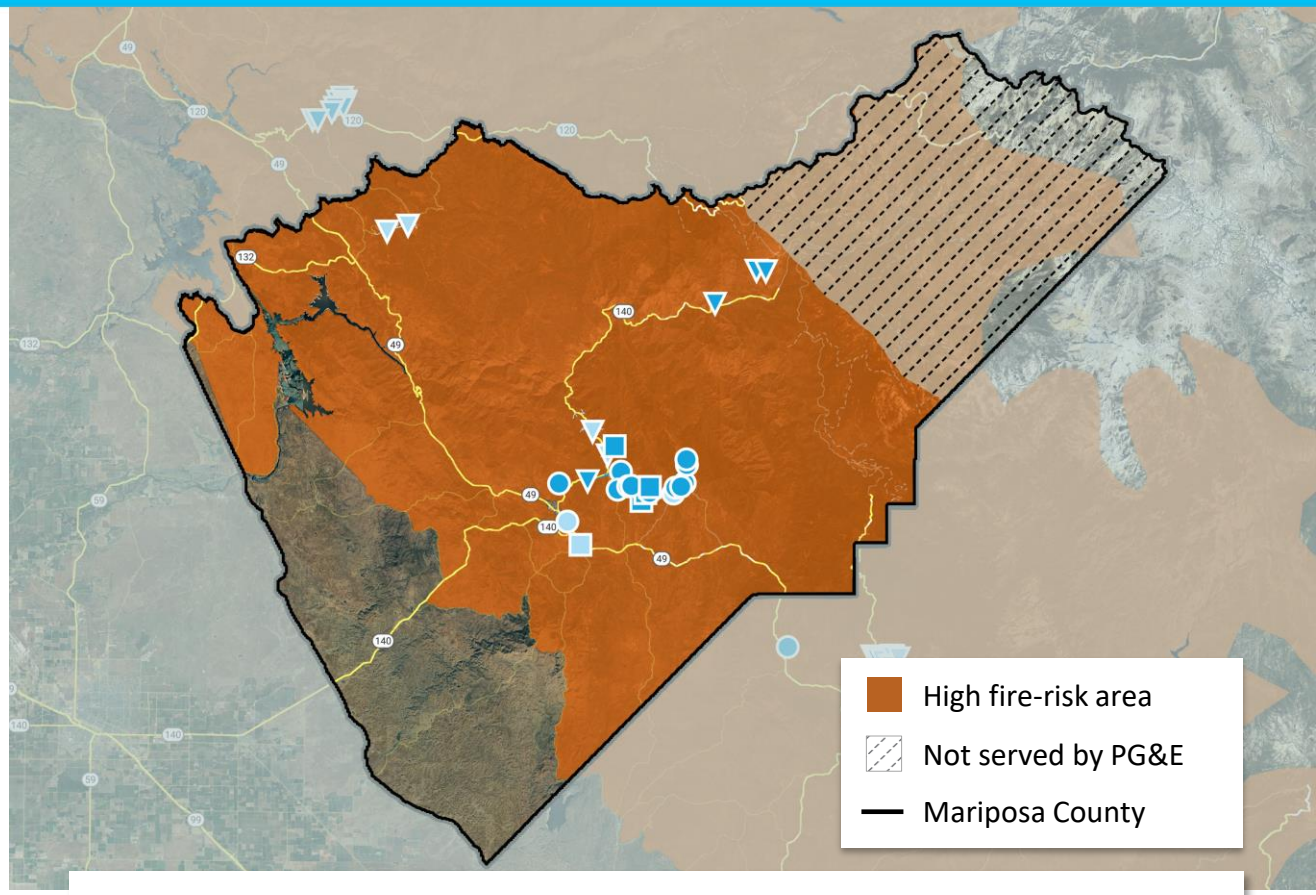
Undergrounding and System Upgrades in Mariposa County

Undergrounding in Mariposa County

Miles completed through 2023	**24**
Miles complete/ forecast in 2024	**5**
Miles forecast in 2025-2026	**13**

Totals include Undergrounding from Combination Hardening Projects

Customers can learn more by visiting: **pge.com/undergrounding**



Data as of 7/1/2024. This map is for illustrative purposes. Forecasts can change as our risk model evolves to address the greatest wildfire risk. Forecast miles also exceed annual targets. Mileage in a community may increase or decrease due to access, weather, permitting or other constraints. In most cases, if a project is not completed during the year originally identified, it will continue through planning/construction phases during subsequent years. Mileage represents projects that will be energized in a given year. Construction for a project may begin before the year of energization and final property and road restoration work may occur after the year of energization.

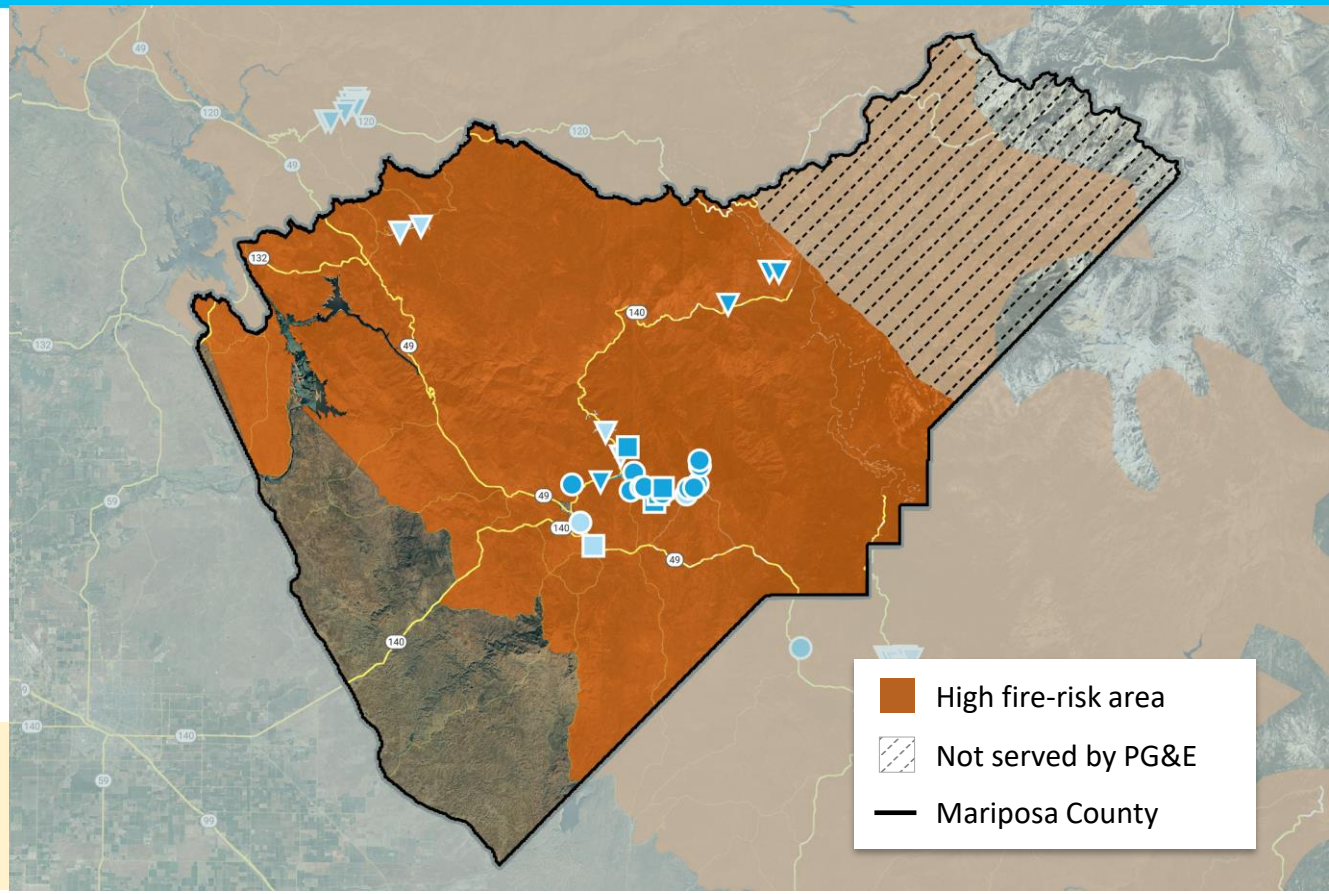
**Combination Hardening includes Undergrounding and associated Overhead Hardening and/or Line Removal mileage. Overhead hardening and/or line removal mileage is not included in the mileage totals on this slide.*

Some of the measures included in this presentation are contemplated as additional precautionary measures intended to further reduce the risk of wildfires.

Overhead Hardening in Mariposa County

Miles completed through 2023	**22**
Miles complete/ forecast in 2024	**3**
Miles forecast in 2025-2026	**62**

Customers can learn more by visiting: **pge.com/systemhardening**



Totals may include mileage from Combination Hardening projects with Overhead Hardening.

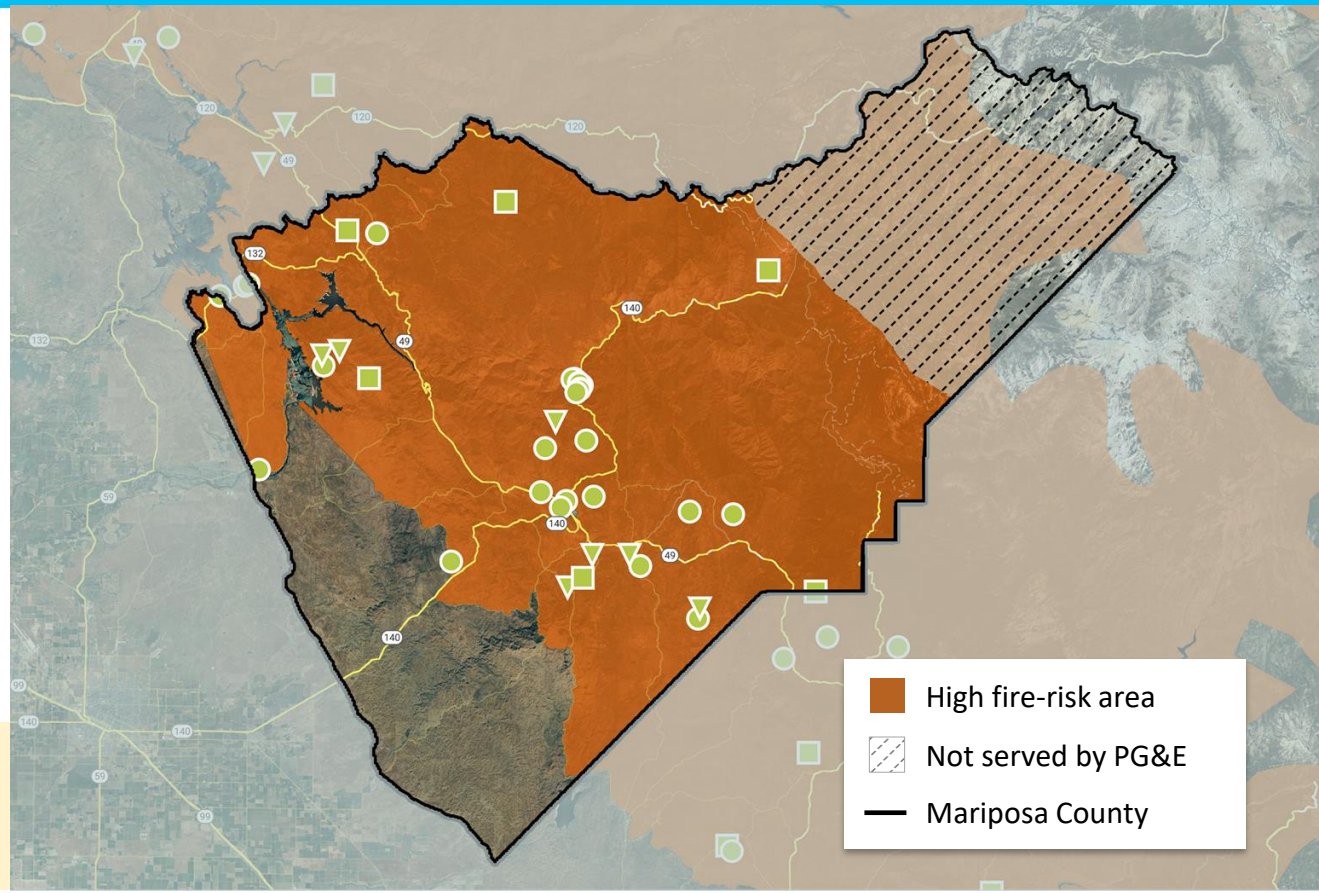
Data as of 7/1/2024. This map is for illustrative purposes. Forecasts can change as our risk model evolves to address the greatest wildfire risk. Forecast miles also exceed annual targets. Mileage in a community may increase or decrease due to access, weather, permitting or other constraints. In most cases, if a project is not completed during the year originally identified, it will continue through planning/construction phases during subsequent years. Mileage represents projects that will be energized in a given year. Construction for a project may begin before the year of energization and final property and road restoration work may occur after the year of energization.

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Line Removal in Mariposa County

Miles completed through 2023	**4**
Miles complete/ forecast in 2024	**3**
Miles forecast in 2025-2026	**1**

Customers can learn more by visiting: **pge.com/systemhardening**



Totals may include mileage from Combination Hardening projects with Line Removal.

Data as of 7/1/2024. This map is for illustrative purposes. Forecasts can change as our risk model evolves to address the greatest wildfire risk. Forecast miles also exceed annual targets. Mileage in a community may increase or decrease due to access, weather, permitting or other constraints. In most cases, if a project is not completed during the year originally identified, it will continue through planning/construction phases during subsequent years. Mileage represents projects that will be energized in a given year. Construction for a project may begin before the year of energization and final property and road restoration work may occur after the year of energization.

Some of the measures included in this presentation are contemplated as additional precautionary measures intended to further reduce the risk of wildfires.

Preparing a 10-Year Electrical Undergrounding Plan

Later this year, we plan to submit a 10-year electrical undergrounding plan to the California Office of Energy Infrastructure Safety (OEIS) with additional details on our work for 2027 and beyond. Following approval from OEIS, we will then submit the OEIS approved plan with a proposal to recover costs to the California Public Utilities Commission (CPUC).

What will be included in the plan:

- Project selection criteria, locations, targets and timelines
- Risk reduction and cost benefit comparisons to other wildfire mitigation efforts
- Cost containment strategies, workforce development plan & external funding plan

What the long-term plan will help do:

- Improve coordination with agencies, vendors, customers and other stakeholders
- Reduce costs

Upcoming milestones:

Phase 1 (Midyear 2024*): PG&E files the 10-year plan with OEIS. Phase 1 focuses on focus on risk reduction, site selection and safety

Phase 2 (Midyear 2025*): PG&E files the 10-year plan with the CPUC. Phase 2 focuses on financial elements of the plan

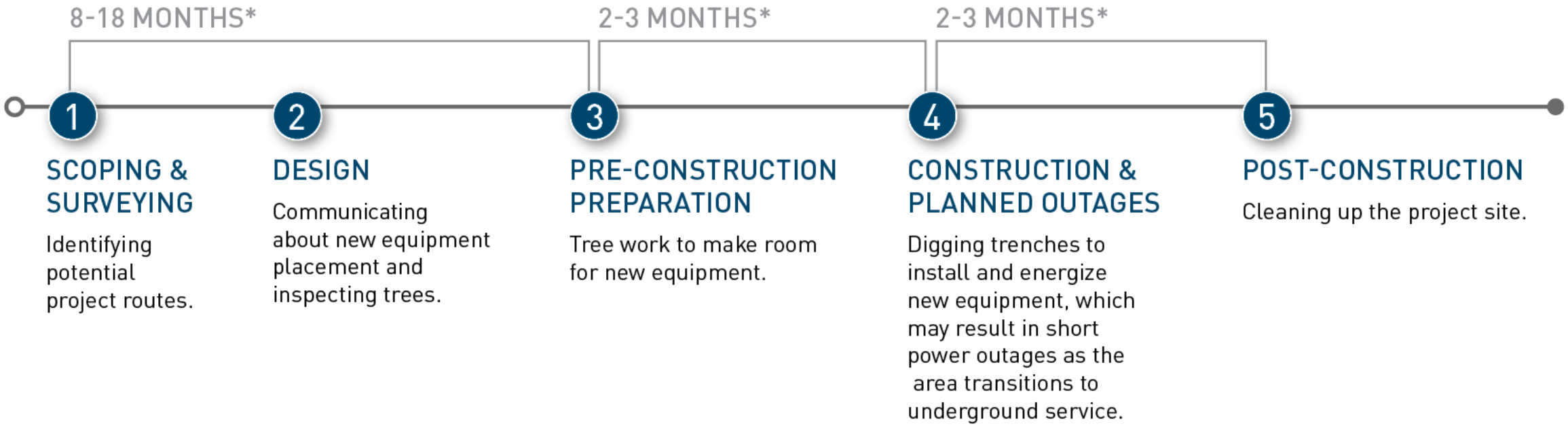
**Timing is subject to change pending receipt of final guidelines and timeline from regulators.*

Some of the measures included in this presentation are contemplated as additional precautionary measures intended to further reduce the risk of wildfires.

Cleanup and Restoration In Mariposa County

What You Will See in Your Neighborhood

We will keep you informed throughout this process. In your neighborhood, you will see crews and contractors:



**Timing is approximate and varies by project. Work may occur in phases.*
Weather and other factors affecting safe working conditions may change our schedule.

For your safety, all crews and contractors have photo identification and will provide it upon request.

Some of the measures included in this presentation are contemplated as additional precautionary measures intended to further reduce the risk of wildfires.

What You Can Expect: Cleanup and Restoration

It is our duty to restore areas where construction work has taken place.

To the extent possible, PG&E restores property to conditions comparable to those existing when construction began. Public roads are restored to meet city or county design standards. Private roads are restored similarly, in alignment with pre-construction conditions.

Interim Restoration



Final Restoration in Mariposa County*



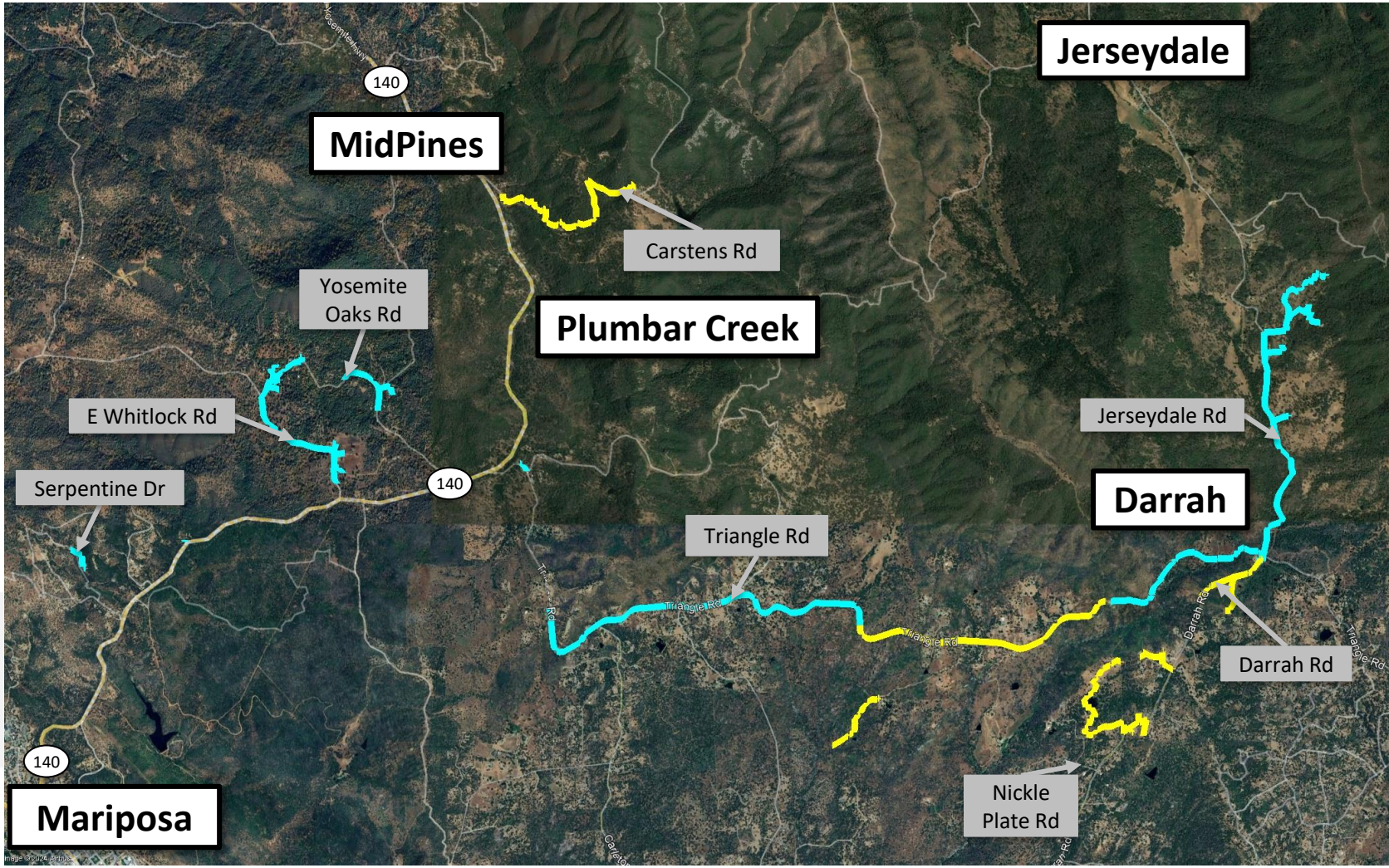
Timing for final road restoration is weather permitting.
***Final Restoration varies based on conditions prior to construction. Photos are for example only.*

Some of the measures included in this presentation are contemplated as additional precautionary measures intended to further reduce the risk of wildfires.

Restoration in Mariposa County

We have a variety of restoration work recently completed and in progress in Mariposa County.

Restoration currently in progress is expected to be completed this fall.



LEGEND

- Restoration recently completed*
- Restoration in progress

**Some final restoration efforts, such as road striping, may still be in progress.*

Some of the measures included in this presentation are contemplated as additional precautionary measures intended to further reduce the risk of wildfires.

Pole Clearing Throughout Our Service Area

Evolving Wildfire Risk

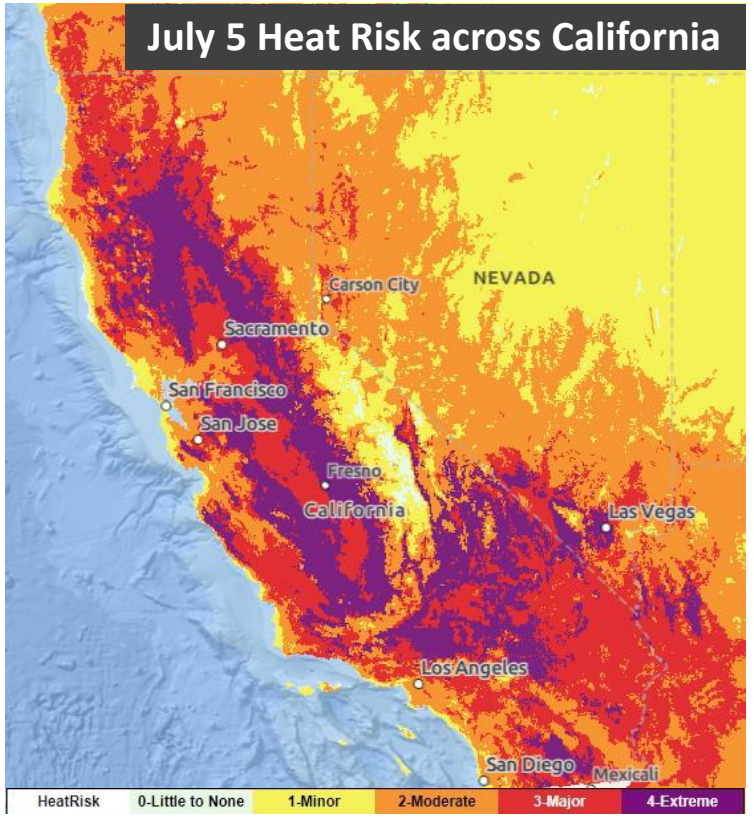
California is experiencing a significant increase in ignitions and acreage burned compared to 2023.

In June and July of 2024, California saw a significant increase in wildfire risk

This increase in wildfire risk is due to:

- Historic heat
- High winds
- 2023 rainfall leading to increased dry fuel

	ACRES BURNED	FIRE INCIDENTS
	↑ **381%** increase	↓ **5%** decrease
AS OF July 8, 2024	**169,516**	**3,422**
PRIOR FIVE-YEAR AVERAGE FOR THE SAME PERIOD	**35,229**	**3,580**

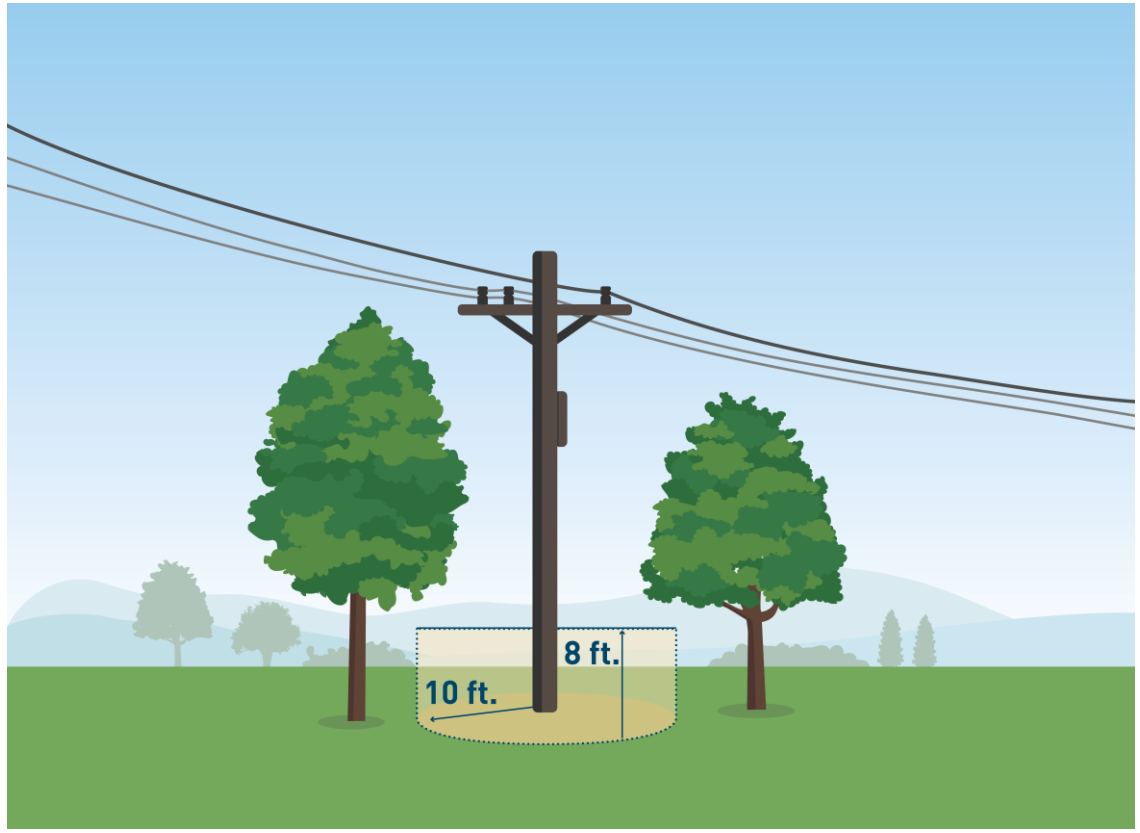


The National Weather Service HeatRisk map shows "major" and "extreme" heat risk – shaded in red and purple, respectively – across most of California on Friday, July 5, 2024. (Map: National Weather Service)

Some of the measures included in this presentation are contemplated as additional precautionary measures intended to further reduce the risk of wildfires.

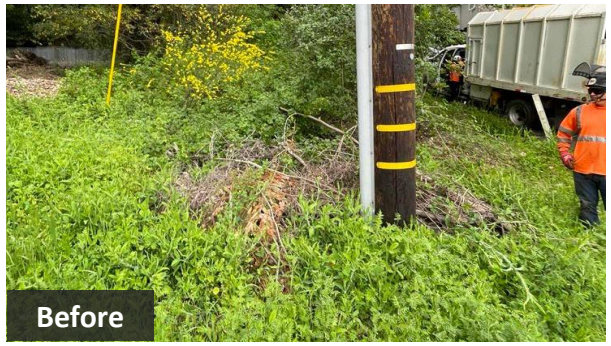
Clearing Poles to Prevent Wildfires

In response to increased wildfire risk, we are conducting additional work beyond our layers of wildfire protection. This includes pole clearing work.



Pole Clearing removes fuel within a 10 x 8-foot area around the pole. This helps:

- Prevent fire spread from potential ignitions
- Protect equipment from potentially hazardous materials, improving reliability





Some of the measures included in this presentation are contemplated as additional precautionary measures intended to further reduce the risk of wildfires.

Pole Clearing Work in Mariposa County

This pole clearing work is in addition to ongoing work that meets state standards as outlined in our Wildfire Mitigation Plan (WMP).

2,600 powerline poles in Mariposa County

Completed: 2,583

As of: Sept. 10, 2024

99% COMPLETE

This work is taking place in:

- Mariposa
- Midpines
- Coulterville
- Catheys Valley
- Ahwahnee
- Raymond
- El Portal
- Groveland

Some of the measures included in this presentation are contemplated as additional precautionary measures intended to further reduce the risk of wildfires.

Resources

Undergrounding and System Upgrades KMZ Updates

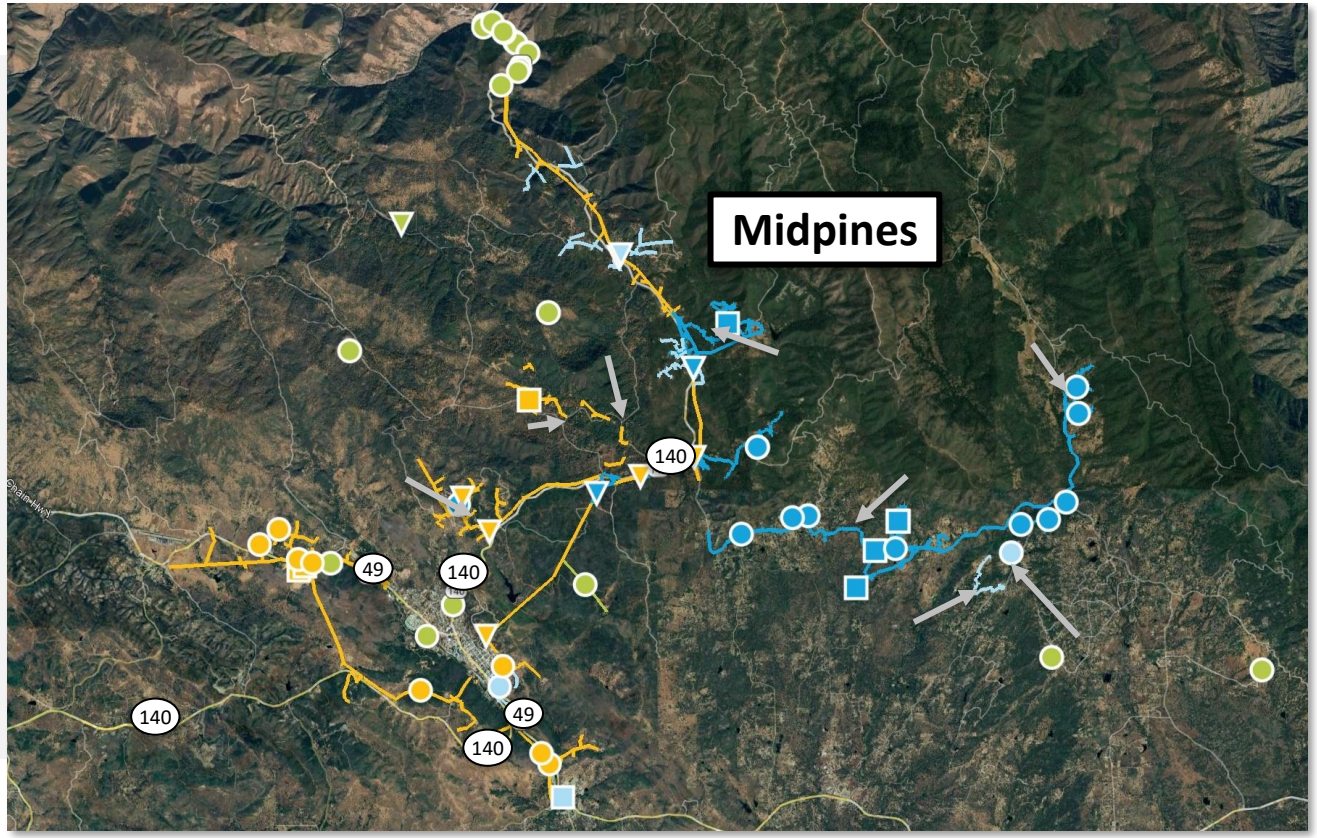
Our quarterly systemwide KMZ includes project-level details for wildfire safety system upgrade efforts (overhead hardening and line removal) in addition to undergrounding.

The KMZ Includes:

- Completed and Forecast Undergrounding (2019-2026)
- Completed and Forecast Combination Hardening* (2018-2026)
- Completed and Forecast Overhead Hardening** (2018-2026)
- Completed and Forecast Line Removal (2018-2026)

**Includes Undergrounding and associated Overhead Hardening and/or Line Removal*

***May include associated Line Removal*



Screenshot from Undergrounding and System Upgrades KMZ File; Data as of 7/1/2024.

Some of the measures included in this presentation are contemplated as additional precautionary measures intended to further reduce the risk of wildfires.

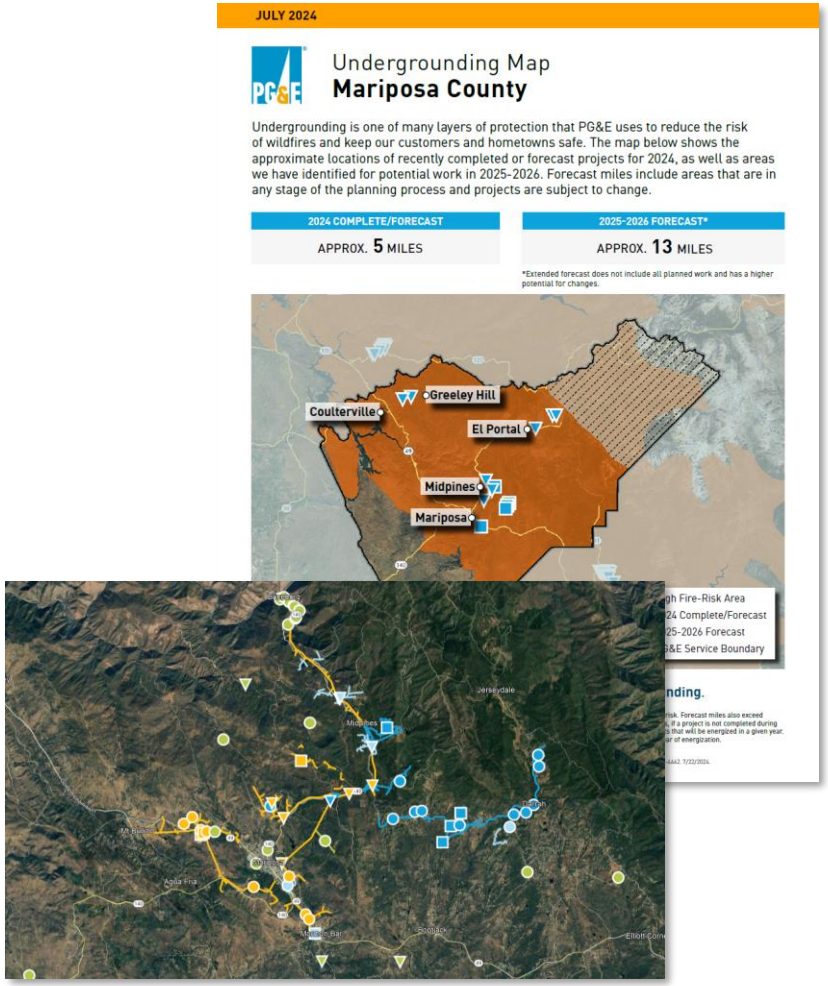
Data Sharing Portal

The Data Sharing Portal holds our latest undergrounding and wildfire safety system upgrades (overhead hardening and line removal) workplan updates.

The portal is updated quarterly and includes:

- Individual PDF city/county maps (undergrounding)
- An interactive KMZ map and key (undergrounding, overhead hardening and line removal)
- A workplan spreadsheet with project-specific details (undergrounding, overhead hardening and line removal)

If you would like access to the portal, please email **undergrounding@pge.com**

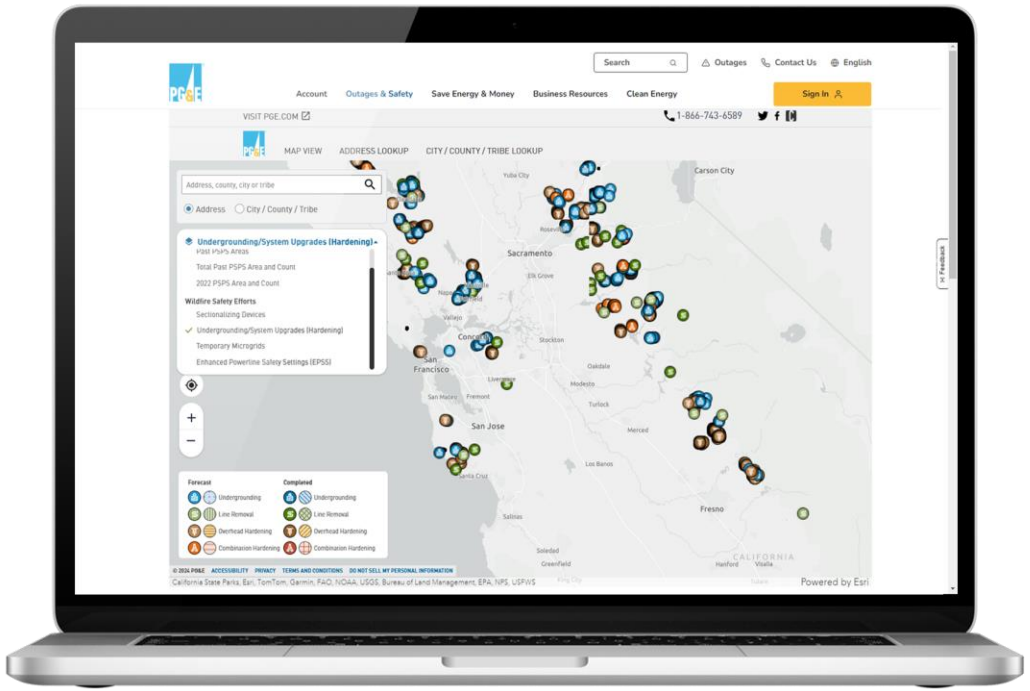


PDF map and KMZ screenshot
Data as of 7/1/2024

Some of the measures included in this presentation are contemplated as additional precautionary measures intended to further reduce the risk of wildfires.

Wildfire Safety Progress Map

Undergrounding and overhead system upgrade workplans are available on the CWSP Progress Map.



The map includes the latest data and maps related to:

- Public Safety Power Shutoffs (PSPS)
- Enhanced Powerline Safety Settings (EPSS)
- System Hardening
  - Overhead system upgrades
  - Undergrounding
  - Line removal
- Sectionalizing Devices
- Temporary Microgrids

pge.com/progressmap

Some of the measures included in this presentation are contemplated as additional precautionary measures intended to further reduce the risk of wildfires.

Thank You



MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING: October 1, 2024

TO: The Board of Supervisors

FROM: Kristina Keheley, Health and Human Services Agency Director

RE: Receive a Presentation by the Mariposa County Health and Human Services Agency Providing an Update on the Mariposa County Public Health Branch Community Health Assessment (CHA)

RECOMMENDATION AND JUSTIFICATION

Receive a Presentation by the Mariposa County Health and Human Services Agency Providing an Update on the Mariposa County Public Health Branch Community Health Assessment (CHA).

The CHA is a comprehensive assessment that details health behaviors, health outcomes, community conditions, and other factors that affect the health of residents of the County of Mariposa. As part of the accreditation process that the Mariposa County HHSA Public Health Branch is currently participating in, the CHA is being presented to the Mariposa County Board of Supervisors. The Public Health Accreditation process is regulated by the Public Health Accreditation Board, which is the national accrediting body for Public Health in the United States.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board routinely receives presentations from Mariposa County Staff providing updates on important projects.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not hear the presentation and miss the opportunity to get an update on the Community Health Assessment and Accreditation project.

FINANCIAL IMPACT

None.

ATTACHMENTS

1. **BOS_CHA_Presentation**
2. **CHA**

Community Health Assessment

10/01/2024

Mariposa County
Health & Human Services Agency
Public Health

Presented by: Kim Ballard, Imrinder Toor, and Aryn Fisher-Brouillette

CHA Data Sources

- County Health Rankings
  - Length of life indicators
  - Quality of life indicators
  - Health factors (health behaviors, clinical care, social/economic, environment)
  - Comparisons to other California counties
- State and National Data Sets (e.g., U.S. Census)
- Community Survey
  - 298 responses, November 2023-March 2024
- Key Informant Interviews
  - Partner agencies, 2022

CHA Highlights

MARIPOSA COUNTY

COMMUNITY HEALTH ASSESSMENT

2024 Updated Edition



Mariposa County Health & Human Services Agency

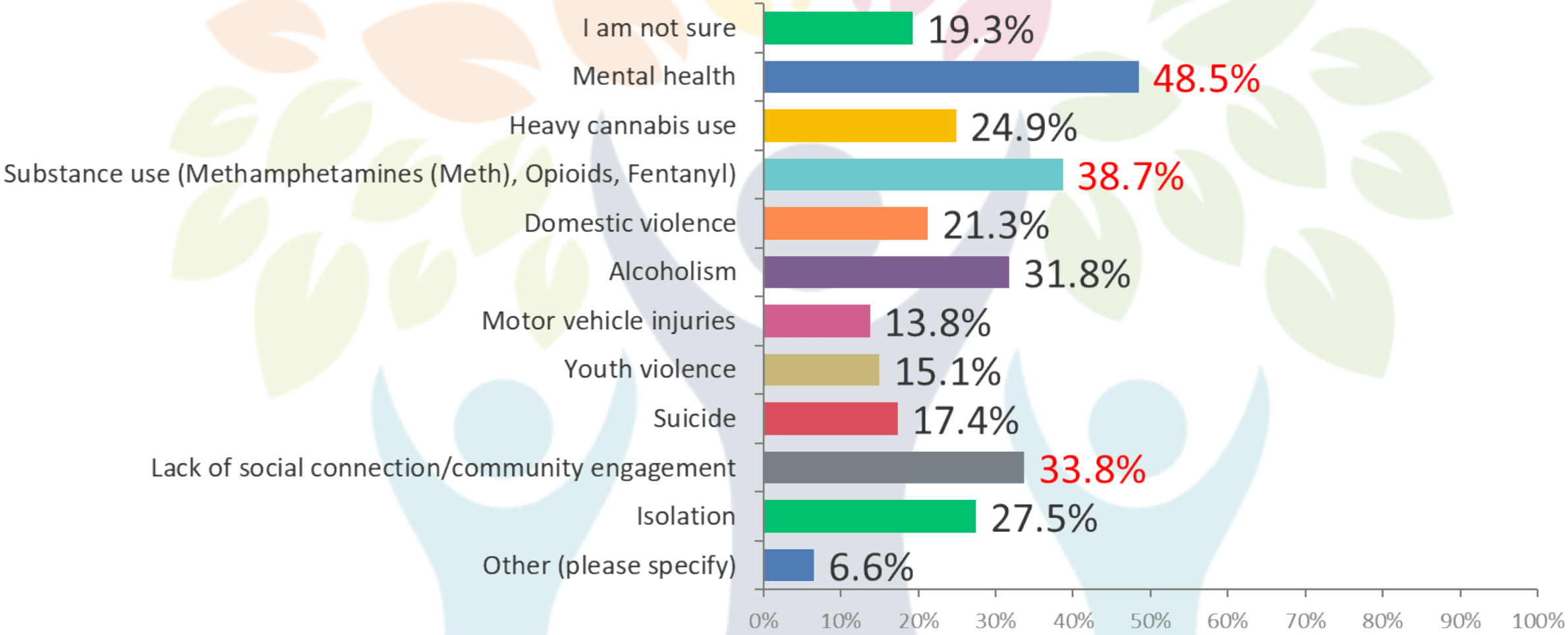
Community Health **Strengths**

- **Physical activity** rates are higher than other California counties
- **High school graduation** rates are above average in the state
- **Income inequality** rates are lower than the state
- **STI rates** are lower than the state rate (but are increasing)

Artist: Penny Otwell, “Spring, Yosemite Foothills”

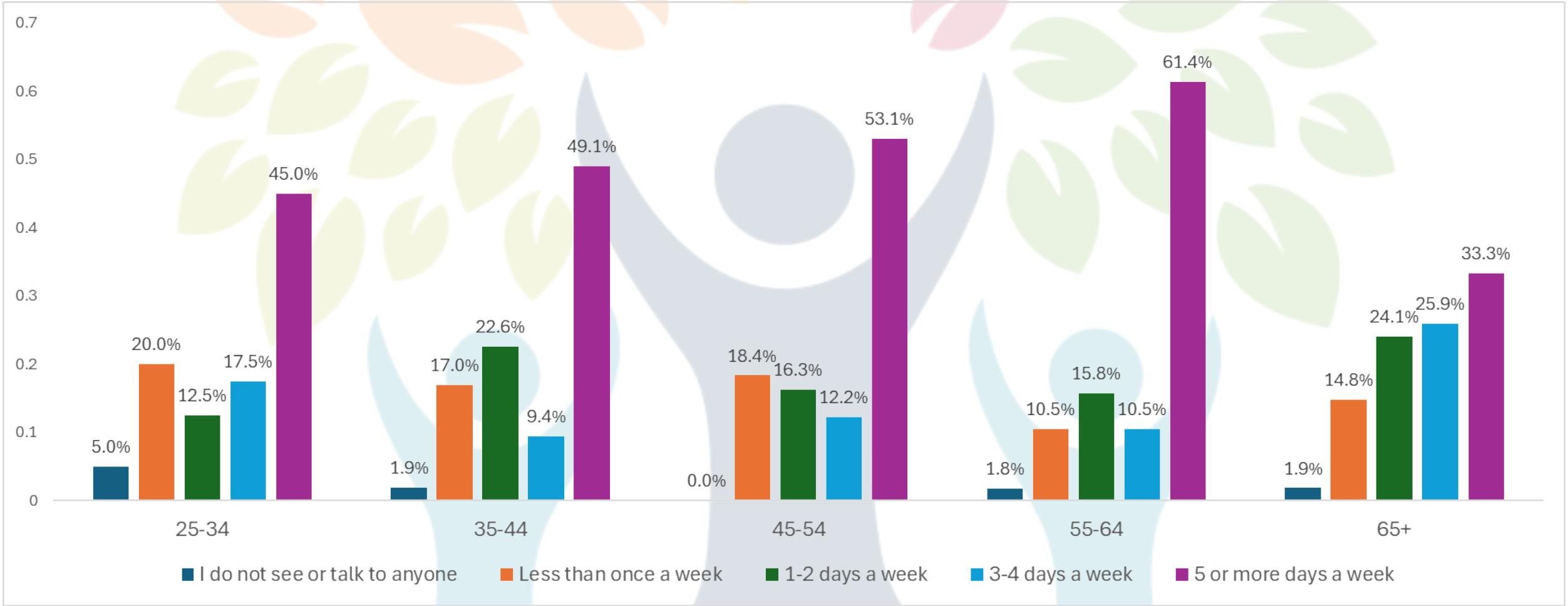


What are the greatest behavior concerns children and adolescents face in your community?

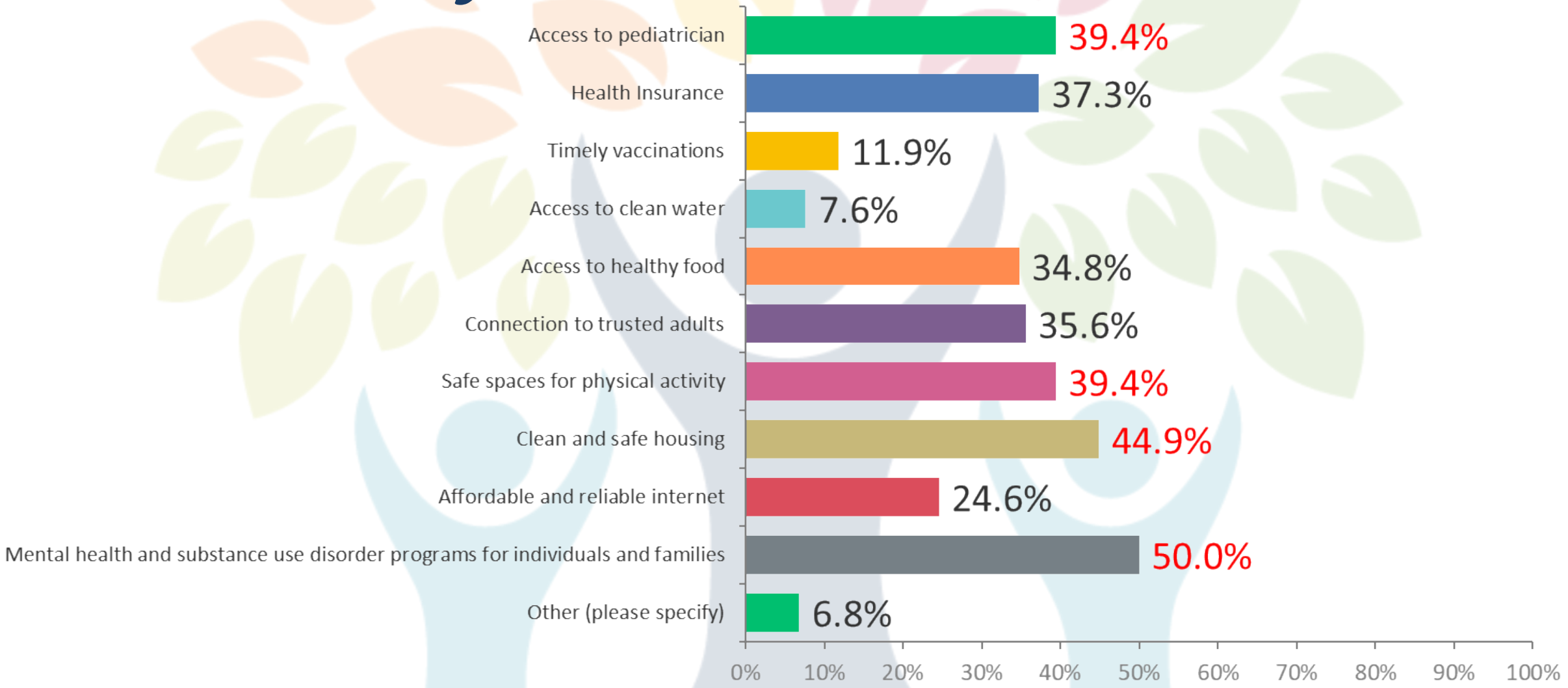


Social Contact By Age Group

*Excluding 18-24 years old



What are the greatest needs of children and their families in your community?

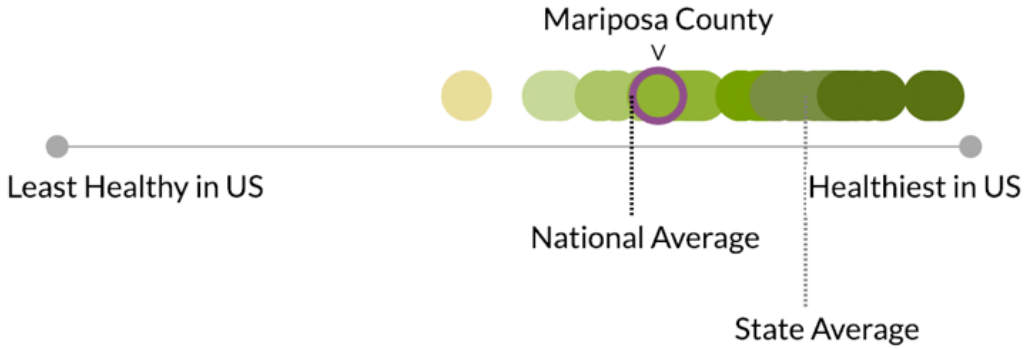


County Health Rankings

Mariposa County Health Outcomes

Health Outcomes tell us how long people live on average within a community, and how much physical and mental health people experience in a community while they are alive.

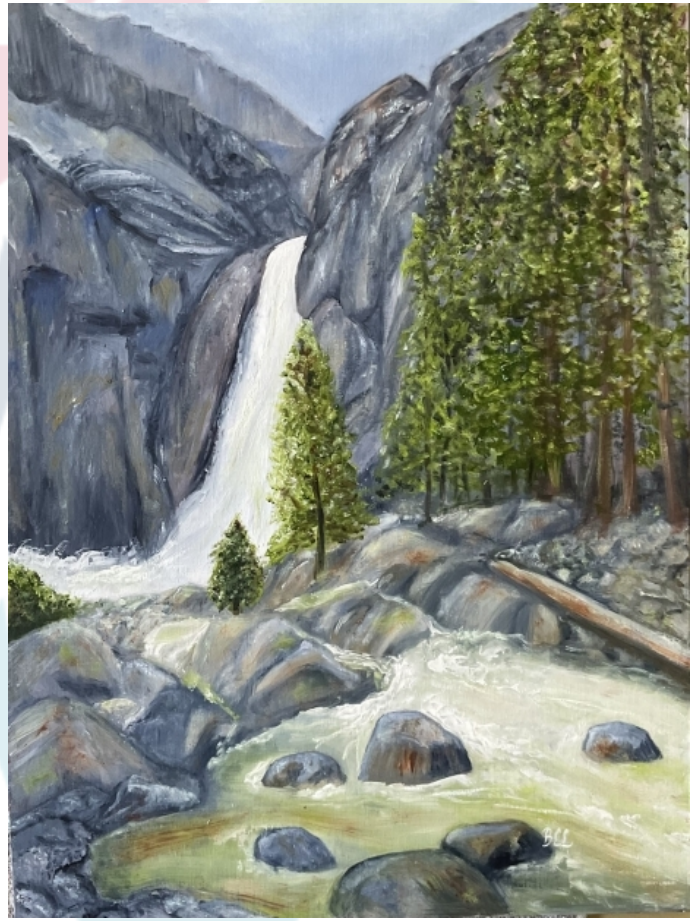
Mariposa County is faring worse than the average county in California for Health Outcomes, and better than the average county in the nation.



Opportunities for Improvement

County Health Rankings

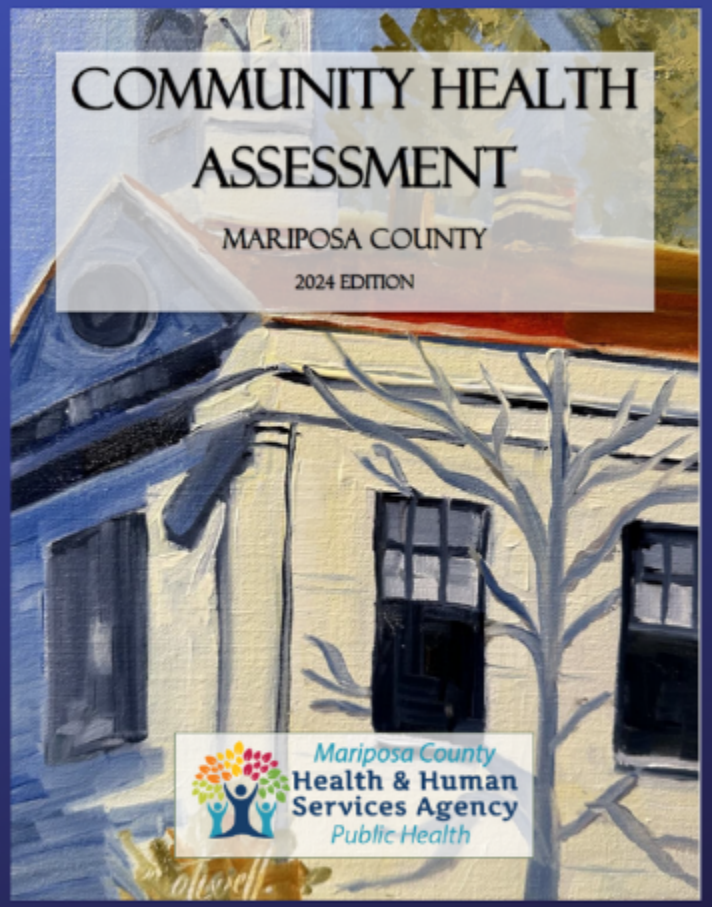
Adult smoking	Adult Obesity	Access to exercise opportunities	Excessive drinking
Alcohol-impaired driving deaths	Ratio of residents to primary care physicians	Preventable hospital stays	Mammography screening
Flu vaccination rates	Unemployment	Children in single-parent households	Severe housing problems



Artist: Barbara Liss, “Where I Belong”

CHA Access

Now Available for Review!



The CHA is a comprehensive assessment of the community's health and is intended to inform stakeholders of challenges faced by our community and will be utilized to select the areas of focus in the Community Health Improvement Plan (CHIP).

View the assessment at
https://www.mariposacounty.org/2163/Community-Health-Assessment-CHA

Public Health Accreditation

Planning

- Coordination and resources to develop and sustain CHA & CHIP and align these with Community Health Strategist (Public Health 3.0) role

CHA
Community Health Assessment

- Engages community members and local partners to collect and analyze health-related data to identify needs and assets
- Serves as foundation for the CHIP
- Informed by MAPP 2.0 Phase Two (Community Partner, Status, and Context Assessments and optional Power Mapping) to address health equity

Prioritization

Process of using CHA findings and other assessments to select focus areas (3-5) for the CHIP partners to focus on together

CHIP
Community Health Improvement Plan

- Action-oriented plan across sectors and partners to address 3-5 priority issues
- Overlaps with MAPP 2.0 Phase Three to focus on health equity

Action

- Public health teams and partners implement CHIP strategies, evaluating goals and fine-tuning as needed



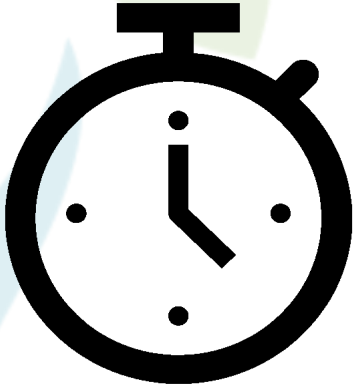
Source: Washtenaw County (Michigan) HealthforAllWashtenaw.org

Public Health Accreditation

- Accreditation is determined by the Public Health Accreditation Board (PHAB)
- PHAB's process map for Initial Accreditation into 7 phases.
- We are in the first phase. The first phase is the largest phase of Initial Accreditation.
- We've done a lot to progress through this phase!
- Soon, we'll be starting the readiness assessment.

PHAB

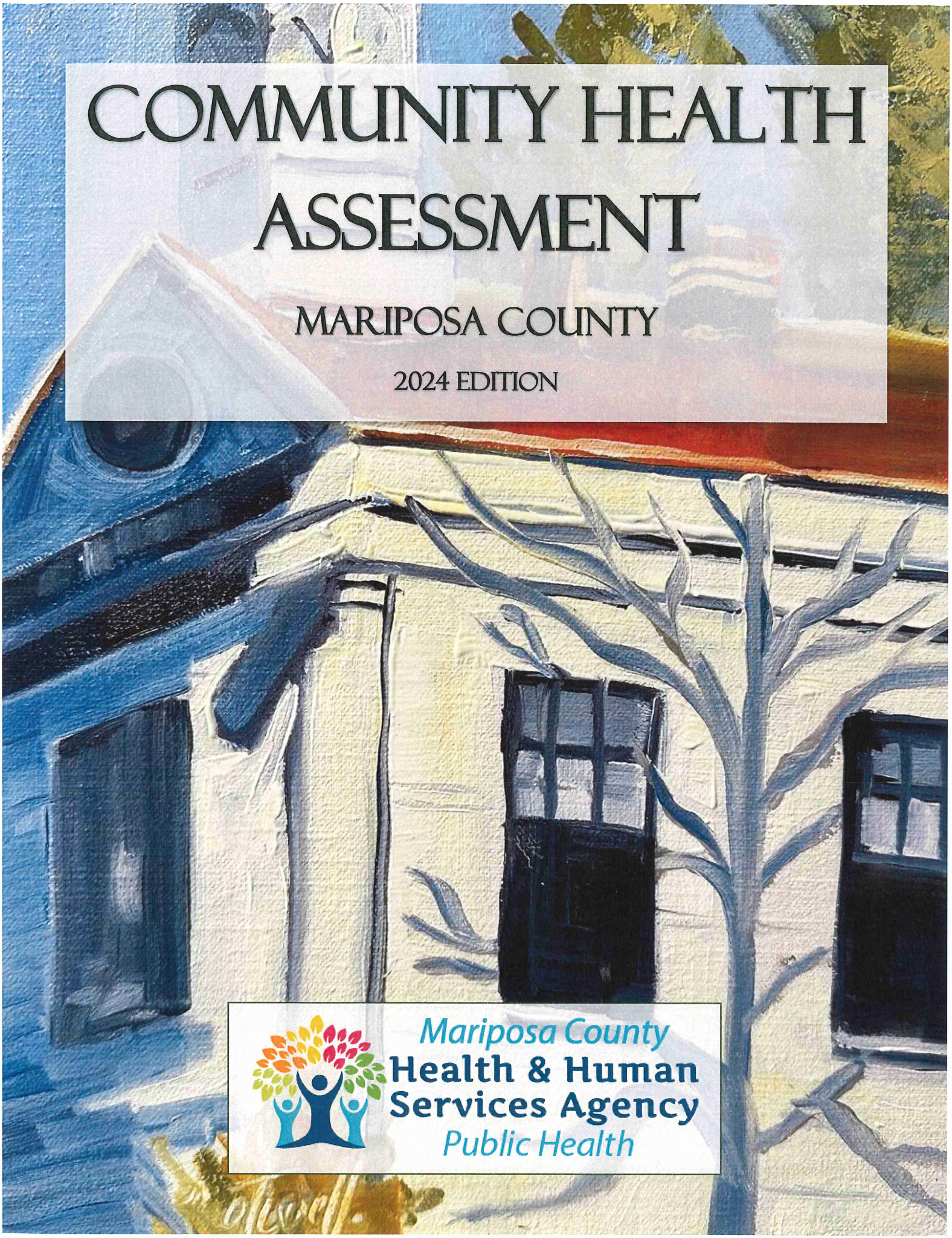




COMMUNITY HEALTH ASSESSMENT

MARIPOSA COUNTY

2024 EDITION



Mariposa County
Health & Human Services Agency
Public Health

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Cover Art: Mariposa Courthouse, Winter

by Penny Otwell (www.pennyotwellcom)

Private collection; Oil on linen

Executive Summary

The County of Mariposa Health & Human Services Agency (HHSA) aims to enhance well-being in a safe and thriving community. Through the utilization and implementation of the MAPP (Mobilizing for Action through Planning and Partnerships) process, HHSA conducted a Community Health Assessment (CHA) that engages community members and stakeholders, prioritizes community health issues, and plans an implementation strategy. As part of the implementation of the MAPP process, HHSA has identified key strategies to address community health issues with community partnership, effective communication, and collaboration to evaluate the current systems of care.

A county leadership team was formed to assess the community's health through public-access data; one-on-one interviews with community leaders, members, and stakeholders; as well as a review of previous assessments. All six phases of MAPP were conducted or are in progress as the CHA moves to the implementation phase. The following six phases were included: 1) Organize for Success/Partnership Development, 2) Visioning, 3) Four MAPP Assessments, 4) Identify Strategic Issues, 5) Formulate Goals and Strategies, 6) Action Cycle. The first four phases were conducted as part of the CHA in 2023, and phases 5 and 6 will be implemented in the next phase of the CHA: the Community Health Improvement Plan (CHIP).

The CHA indicated that Mariposa County residents would benefit from the following:



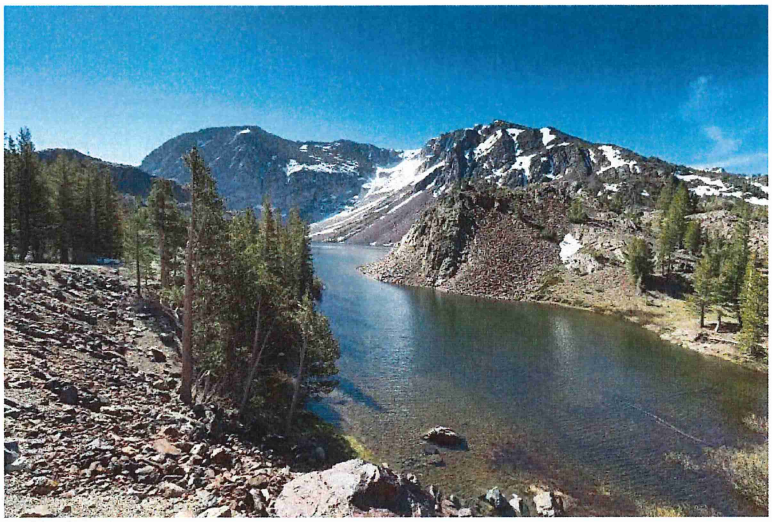
- Improved access to health care, with more local options so they would not have to drive long distances or out of the county to obtain quality care.
- The care and tools to be mentally healthy and resilient, and better able to avoid or overcome addictions and inpatient hospital stays.
- Affordable housing.
- More recreational opportunities for people of all ages, such as bike paths and parks, as well as indoor options for seniors and bad weather.
- Local growth in jobs and industries, without sacrificing the unique feel of Mariposa County.
- More local educational opportunities and career pathways, including adult education.
- A younger, larger population.
- Connections to needed services, especially for seniors or others who are currently isolated.

The next steps following the CHA are to disseminate the findings of the assessment, initiate the Community Health Improvement Plan process, and implement the appropriate changes guided by the Community Health Improvement Plan priorities.

Introduction

In 2023 Mariposa County Health & Human Services Agency (HHSA) Public Health Branch launched a Community Health Assessment (CHA) process, driven in part by the pursuit of accreditation from the Public Health Accreditation Board (PHAB). Beyond the PHAB requirements, the HHSA Public Health Branch saw an opportunity to compile a variety of data and insights about health and quality of life in Mariposa County.

The assessment covers the following topic areas:



Credit: Jordi Vich Navarro

- Overall community health status as noted in rankings that use county-level data.
- Overall demographics: age, race/ethnicity and other characteristics of Mariposa County residents that could be relevant to health trends.
- Risk and protective factors such as specific behaviors, exposure to stress, and physical condition that can influence the trajectory of health and outcomes over time.
- Social, economic, and environmental factors that can play a powerful role in determining health, beyond health behaviors and access to care.
- Leading causes of disease, disability, and death (in public health, this is often referred to as "morbidity and mortality").
- Measures of opportunity that gauge the degree of equity and disparities.
- Community strengths and assets.
- The status of the local public health system.
- Forces of change, including political, economic, demographic/social, and technological.

Tracking these aspects of health paint the most accurate portrait of the health status of Mariposa County. With these data, HHSA and HHSA's partners can work together to build on existing strengths and assets and address opportunities for improvement.

Data Sources

Sources of data for the CHA include the following:

Federal Agency and National Organization Data Sources:

- U.S. Census
- American Community Survey
- Small Area Health Insurance Estimates (SAHIE)
- U.S. Department of Labor
- U.S. Department of Housing and Urban Development
- Centers for Disease Control and Prevention (CDC)
    - Behavioral Risk Factor Surveillance System (BRFSS)

    - Wide-ranging Online Data for Epidemiologic Research (WONDER)
- Robert Wood Johnson Foundation/University of Wisconsin Population Health Institute, 2024 County Health Rankings
- Lucile Packard Foundation for Children's Health (Kidsdata.org)

State Data Sources:

- California Department of Education
- UCLA Center for Health Policy Research, California Health Interview Survey (CHIS, Groups Mariposa County data with data from six other counties: Alpine, Amador, Calaveras, Inyo, Mono, and Tuolumne)
- Healthy Places Index (HPI)
- California Cancer Registry
- California Department of Public Health
- California Budget and Policy Center

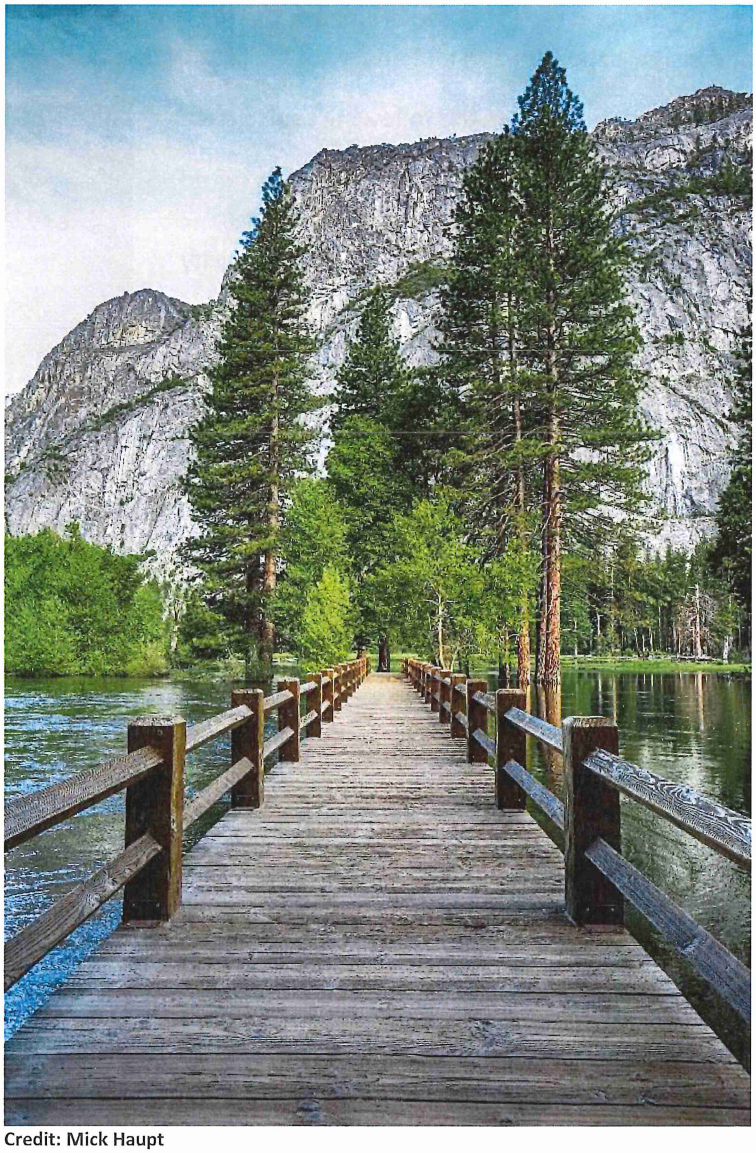
County-specific Data and Reports:

- Voices of Youth Count (Chapin Hall at the University of Chicago Initiative on Youth Homelessness)
- Mariposa County Needs Assessment, 2017 (Prepared by Clarity Social Research Group)
- Initial Evaluation of Mariposa County Housing Conditions (Prepared by Nancy Lewis Associates, Inc.)

Partner Organizations

The following organizations partnered with Mariposa County HHSA to contribute to the CHA and CHIP. Partners that represent populations disproportionately affected by conditions that cause poorer health are marked with an asterisk.

- Mariposa Safe Families
- Mariposa County Probation
- Southern Sierra Miwuk Nation*
- First 5 Mariposa
- John C. Fremont Hospital*
- Mariposa Yosemite Rotary Club
- Mariposa County Unified School District
- Mariposa Arts Council
- Central Alliance for Health (CCAH)*



Credit: Mick Haupt

Feedback from Partners

- Key informant interviews with HHSA partners about their view of community health, community strengths/assets, and concerns for the future.
- A 2022 online survey of staff and partners about the 10 Essential Public Health Services.

Feedback from Residents

- A 2022 survey of residents promoted on the HHSA webpage, social media, at the Mariposa County Fair, and through word-of-mouth, which drew 80 responses.

A significant caveat applies to compiling and interpreting statistical data about Mariposa County. Due to the County's small population size, some data are not available or reliable; small changes can be misleading and point to a trend or spike where one does not exist. Wherever possible, we have noted trends over time and cautions about over-interpreting specific data points. Some data sources take this issue into account. For example, Community Commons (a source for many of the indicators presented in the CHA) uses a methodology that adjusts data to allow for a combination of dense and sparse populations in each area—such as within the town of Mariposa compared to the County overall.

Furthermore, the sample of the population that responded to the community survey may not be a representative sample. A representative sample is a group of survey respondents with characteristics that match or are similar to those of the entire community. This would allow for the use of survey results to estimate characteristics of the entire population.

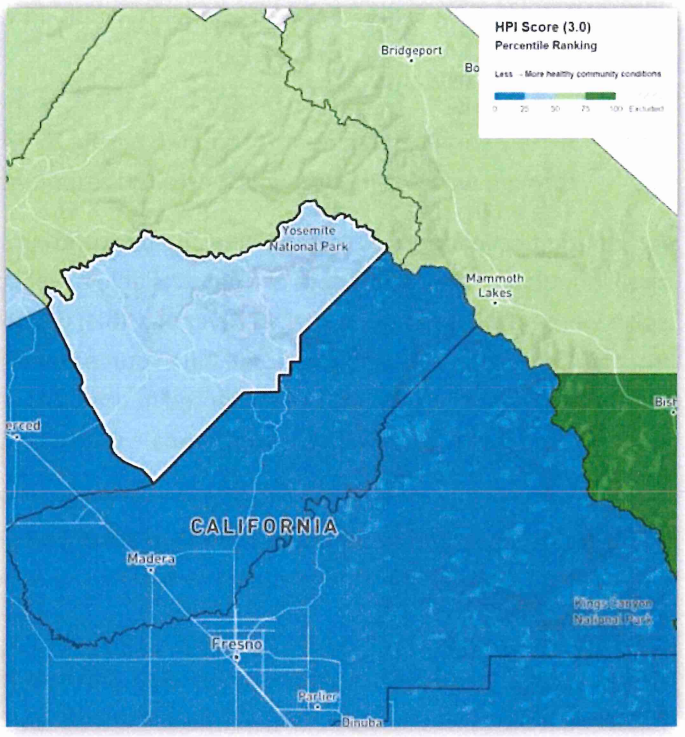
In some cases, two different data sources yield different rates. This can occur for several reasons, including timing differences or variations in the original data source (e.g., estimated from state telephone interview data, reported to a disease registry, public health surveillance systems, or one-time special studies or search). Whenever possible, we have noted these differences and the sources.

Throughout the CHA document, we also provide comparisons when they are available to average rates in California across the United States. Here again, the comparisons should be interpreted with caution due to the small number of people and trends changing year to year. However, we aim for these data to serve as baseline indicators for future reports.

Healthy Places Index (HPI)

The Healthy Places Index (HPI) is a project of the Public Health Alliance of Southern California. The goal of the HPI is to advance health equity through open data. HPI focuses on nine policy action areas:

- **Economic**
- **Education**
- **Social**
- **Transportation**
- **Healthcare Access**
- **Neighborhood**
- **Housing**
- **Clean Environment**
- **Decision Support**

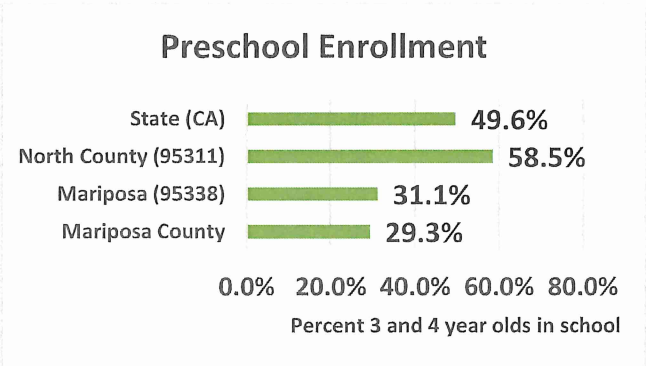


These areas provide a comprehensive look at community conditions across the state of California. This includes social conditions such as job opportunities, education, clean air and water, and other indicators that are associated with life expectancy at birth. The HPI also views social conditions that drive health with a focus on equity. The HPI has been used by many local health departments and the State of California to promote equity in COVID-19 response and vaccination. HPI has been used to inform the vaccine equity metric used by the State of California. HPI provides a score to counties, cities, zip codes, and census tracts based upon the nine policy action areas.[1]

We are using the HPI 3.0 platform to compare several community conditions across North County, the town of Mariposa, and Mariposa County.

Education

Early childhood is a crucial period for brain development, shaping nearly every aspect of one's future health and well-being. Quality preschool is important for healthy development, and has been associated with lifelong educational, economic, and health benefits.[2] The population of the zip code 95338 has a preschool enrollment of 31.1%, putting this zip code in the 14.3 percentile in the state. The population of the zip code 95311 has a preschool enrollment of 58.5%, placing this zip code in the 68.7 percentile in the state.



A college education is an effective pathway to higher-paying careers, and it also helps people develop the cognitive skills and knowledge necessary to make healthy choices. A college education can also build important social and physiological skills.[3] In the zip code 95338, 25.7% of the population has a bachelors-level education, placing this zip code in the 42.8 percentile in the

state. In the zip code 95311, 15.3% of the population has a bachelors-level education, putting this zip code in the 19.7 percentile of the state.

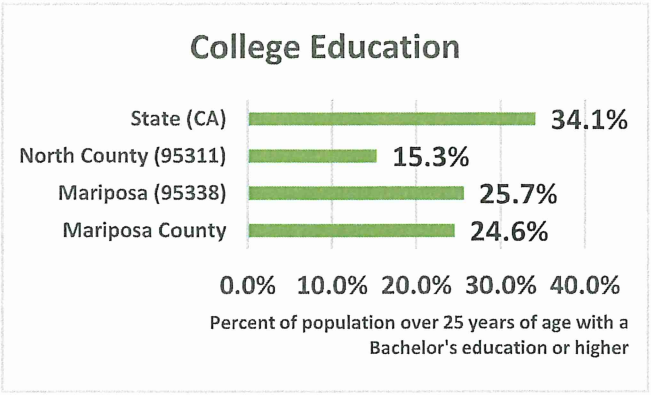
Economic

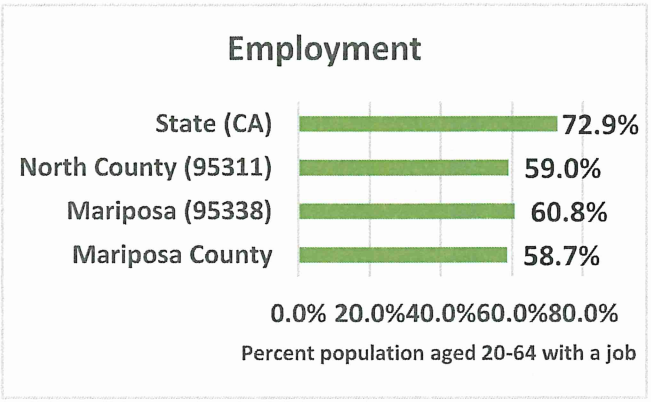
Every household deserves the ability to afford the necessities of a healthy life—medical care, healthy nutritious food, quality housing, education, and other basics. Nearly two-thirds (65.1%) of the population of the zip code 95338 is above the federal poverty level, putting this zip code in the 37.3 percentile in the state. Among residents of the zip code 95311, 60.6% are above the federal poverty level, putting this zip code in the 29.1 percentile in the state.

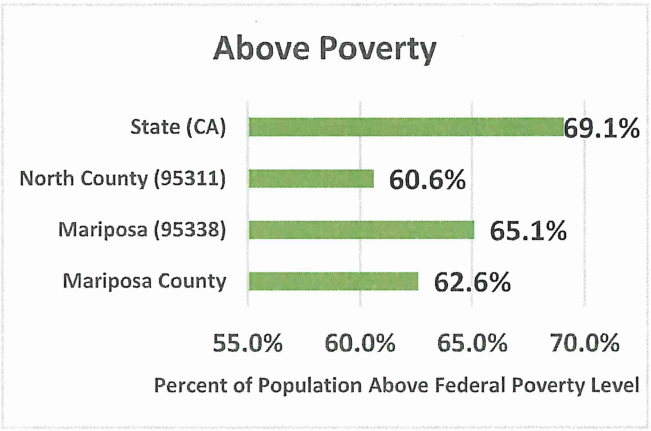
Stable employment allows people to afford the goods and services that are necessary for good health. Research indicates that economic opportunity, especially having a job, is one of the most powerful predictors of good health, and that poor impacts on health are especially pronounced for people in or near poverty.[5] The population of the zip code 95338 has an employment rate of 60.8% and is in the 12th percentile in California. The population of the zip code 95311 has an employment rate of 59.0%, placing this zip code in the 9.9 percentile in the state.

Healthcare Access

Every household and individual should be able to access quality healthcare. In the zip code 95338, 91.9% of the population of adults aged 18-64 are insured, putting this zip code in the 55.1 percentile in the state. In the zip code 95311, 80.2% of adults aged 18-64 are insured, putting this zip code in the 6.7 percentile in the state.



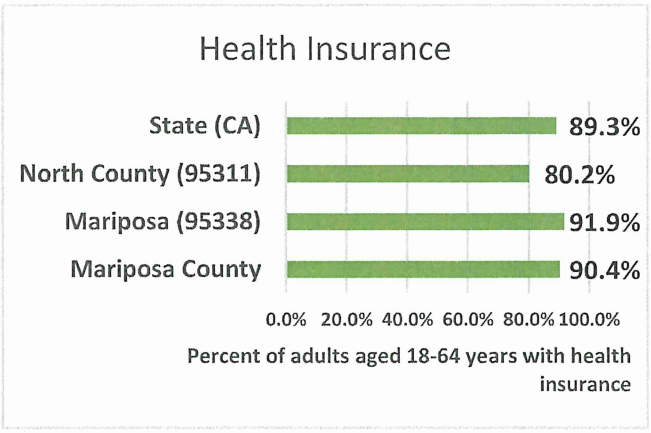




County Health Rankings

How does Mariposa County fare?

A helpful tool for assessing broader health trends at the county level is the County Health Rankings and Roadmaps, funded by the Robert Wood Johnson Foundation and operated by the University of Wisconsin Public Health Institute.[7] The County Health Rankings team has compiled data for nearly every county in the United States from a variety of sources since 2010, updating the data annually. The County Health Rankings provide a starting point for discussions about areas of concern, strength, and opportunities for improvement.



How does Mariposa County compare?

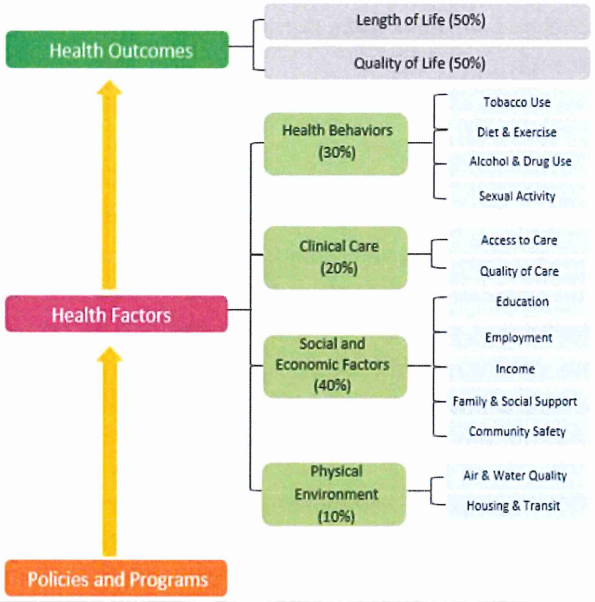
The County Health Rankings model reviews health outcomes in two ways:

- length of life (how long people live) and
- quality of life (how well they live in terms of overall health including physical health, mental health and more).

Each of these, length and quality of life, contributes 50% to the overall health outcomes score.

Next, the County Health Rankings looks at four types of health factors:

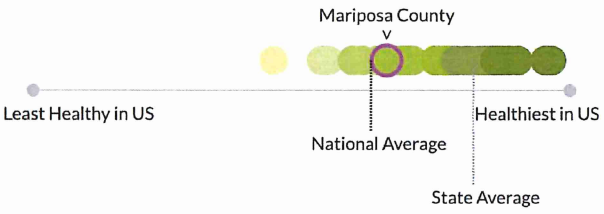
- **Health Behaviors** — Contributes 30% to ranking
- **Clinical Care**— Contributes 20% to ranking
- **Social and Economic Factors** — Contribute 40% to ranking.
- **Physical Environment** — Contributes 10% to ranking.



Mariposa County Health Outcomes

Health Outcomes tell us how long people live on average within a community, and how much physical and mental health people experience in a community while they are alive.

Mariposa County is faring worse than the average county in California for Health Outcomes, and better than the average county in the nation.



For more information, please visit the County Health Rankings web page at countyhealthrankings.org.[2]

The County Health Rankings compile standardized data for 58 California counties. For these rankings, the lower the number, the better the County has scored in comparison to its counterparts. Mariposa County earned a ranking of 31 out of 58 for health outcomes (length and quality of life), and 37 out of 58 for health factors (health behaviors, clinical care, social and economic factors, and physical environment). This shows a decline over the prior year in overall health outcomes.

Outside of one improved area, length of life, Mariposa County has seen a decline in the remaining categories from 2022. Mariposa's best ranking in 2023 is in the *Physical Environment* category where the county has a rank of 12.

Mariposa County scores near the median for social and economic factors, length and quality of life, health behaviors, and health factors overall.

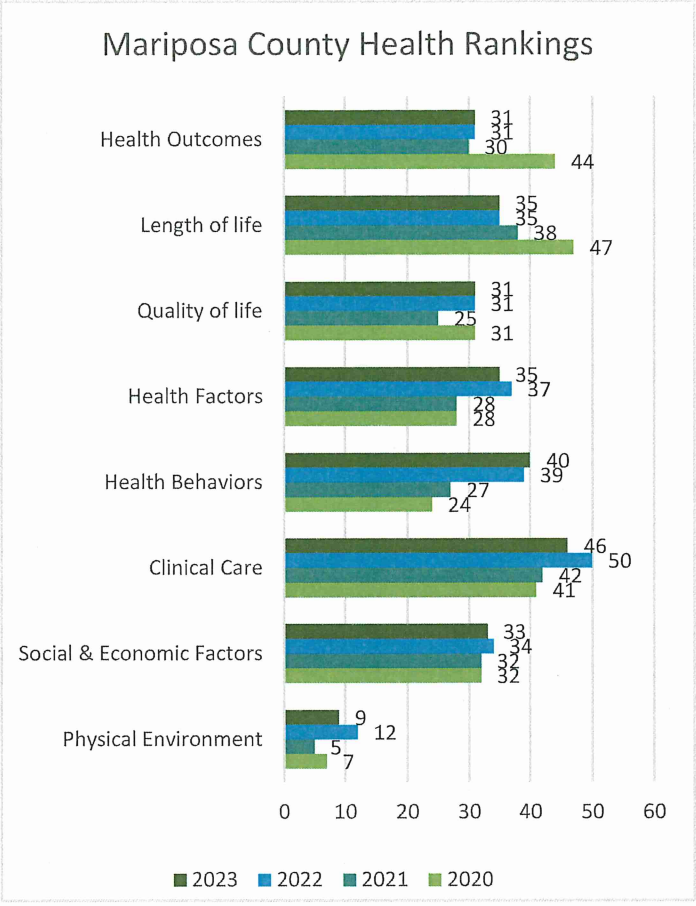
Mariposa County scores lowest on clinical care, with a ranking of 50 out of 58 counties.[8]

According to County Health Rankings data from 2023, **areas to explore further** in Mariposa County include:

- Adult smoking
- Adult obesity
- Access to exercise opportunities

- Excessive drinking
- Alcohol-impaired driving deaths
- Ratio of residents to primary care physicians
- Preventable hospital stays
- Mammography screening
- Flu vaccination rates
- Unemployment
- Children in single-parent households
- Severe housing problems

Details about many of these (for which county-level data are available) can be found in the body of the report.



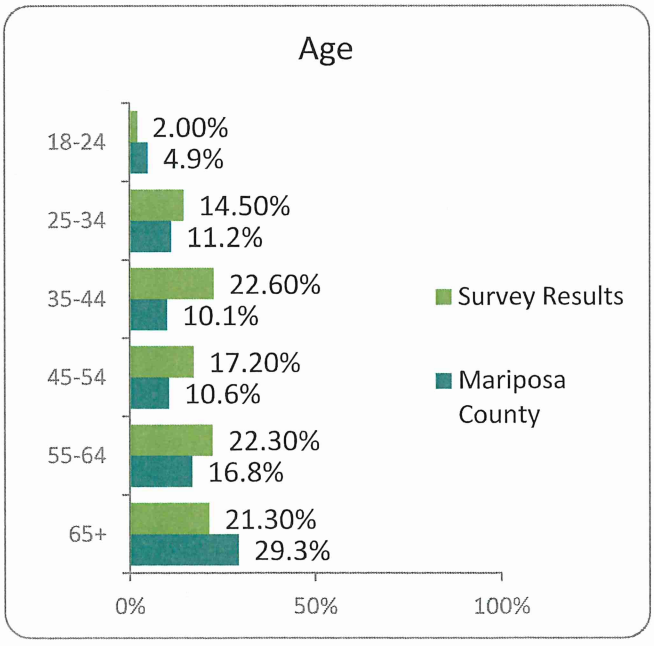
The County Health Rankings also **identified areas of strength** for Mariposa County, compared to other California counties:

- Lower rates of sexually transmitted infections than other counties and California overall (although these are increasing).
- Low rates of physical inactivity
- Above-average high school graduation rates
- Lower rates of income inequality (a continued area of improvement).
- Number of people carpooling to work. Both strengths and areas to explore may differ from the perceptions of residents for several reasons, including lag times in data collection and small sample sizes.

Community Survey

What are the health concerns of Mariposa County residents?

From November 2023 through February 2024, Mariposa County residents had opportunities to respond to a CHA survey consisting of 61 questions about social determinants of health, racial and social equity, maternal and child health, parent and caretaker needs, healthcare access and quality, oral health, and lifestyle.

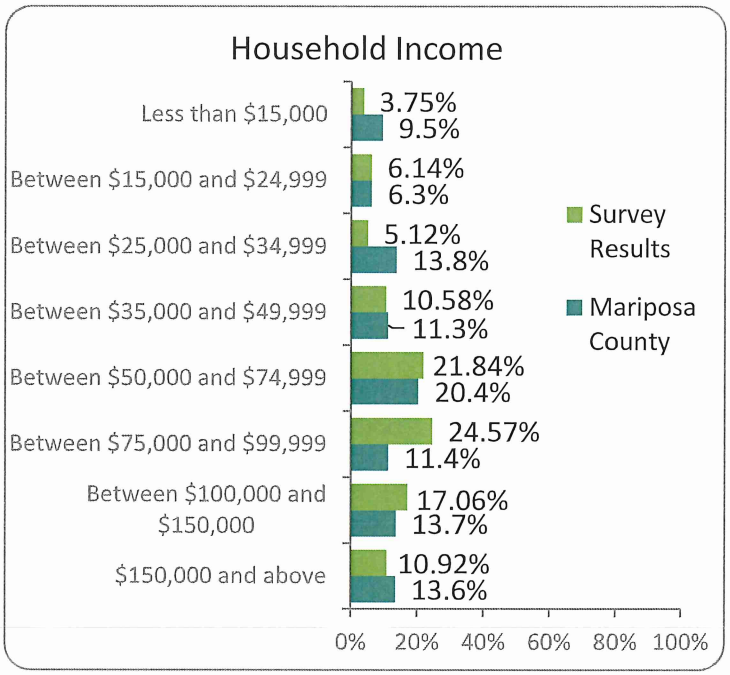


Demographics

Results

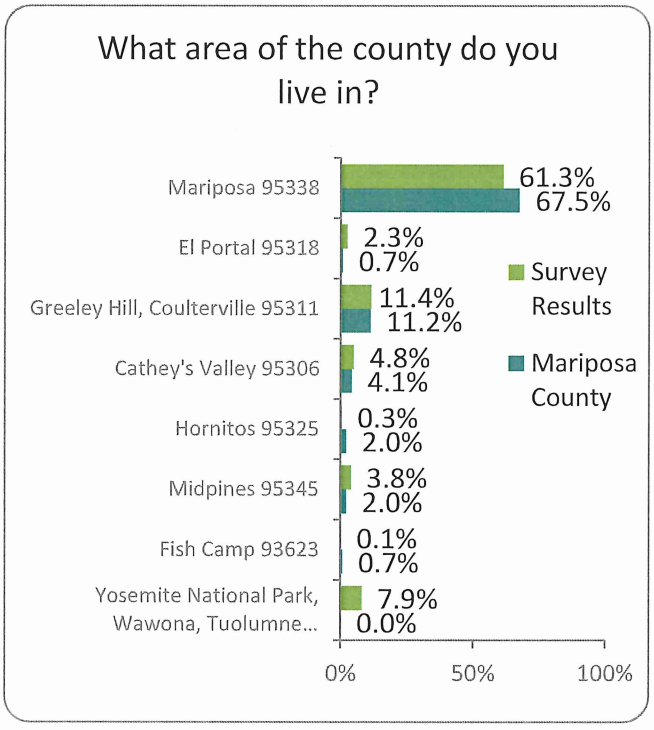
There was a total of 298 responses, with around 71% of respondents being female and 26% of respondents being male. About 3% of respondents declined to provide their sex at birth. Of these participants, 32% had attended some college or vocational courses, 25% have a bachelor's degree, and 15% have a graduate degree or higher. About 52% of participants had an annual household income above $75,000. The race breakdown

was as follows: 80% White, 8% American Indian or Alaska Native, 1.7% Filipino, 0.7% Black or African American, and 5% reporting two or more races. Geographically, 67% of participants are located in the town of Mariposa, 5.7% in Greeley Hill, 5.4% in Coulterville, 4% in Cathey's Valley, 2% in Hornitos, 2% in Midpines, 0.7% in Fish Camp, and around 12% in other parts of the county. The marital status of our participants is as follows: 56% married, 16.6% single, 13.5% divorced, 7.5% widowed, 4.1% never married, and 2.3% separated. The age breakdown of the participants is: 2% 18-24 years old, 15% 25-34 years old, 23% 35-44 years old, 17% 45-54 years old, 22% 55-64 years old, and 21% 65+ years old.



Discussion

The demographics of our survey respondents were compared with county demographics from the U.S. Census data to determine a representative sample.[9] Graphs of several of the comparisons are displayed below. Based upon the demographics, our survey sample may not be representative, especially in the areas of income and age.



Social Determinants of Health

Results

Social determinants of health are the conditions in which people are born, grow in, work in, age in, and live in, including the systems that shape their daily lives. This can include economic policies, social norms, social policies, climate change, racism, and political systems.

Participants were asked if their household has had any difficulty, in the last 12 months, paying for needs. The top three needs that participants had difficulty paying for in the last 12 months were: 1- Utilities (29.53%), 2- Food (21.65%), and 3- Housing (18.50%). When asked about access to internet, 92.52% of respondents stated they have stable and dependable access to internet and 7.48% stated that they do not have access to stable and dependable internet.

Participants were also asked how often they see or talk to people that they care about or feel close to. 48.02% of participants responded with 5 or more days a week, 18.25% responded with 1-2 days a week, 16.27% responded with less than once a week, 15.48% responded with 3-4 days a week, and 1.98% responded that they do not see or talk to anyone.

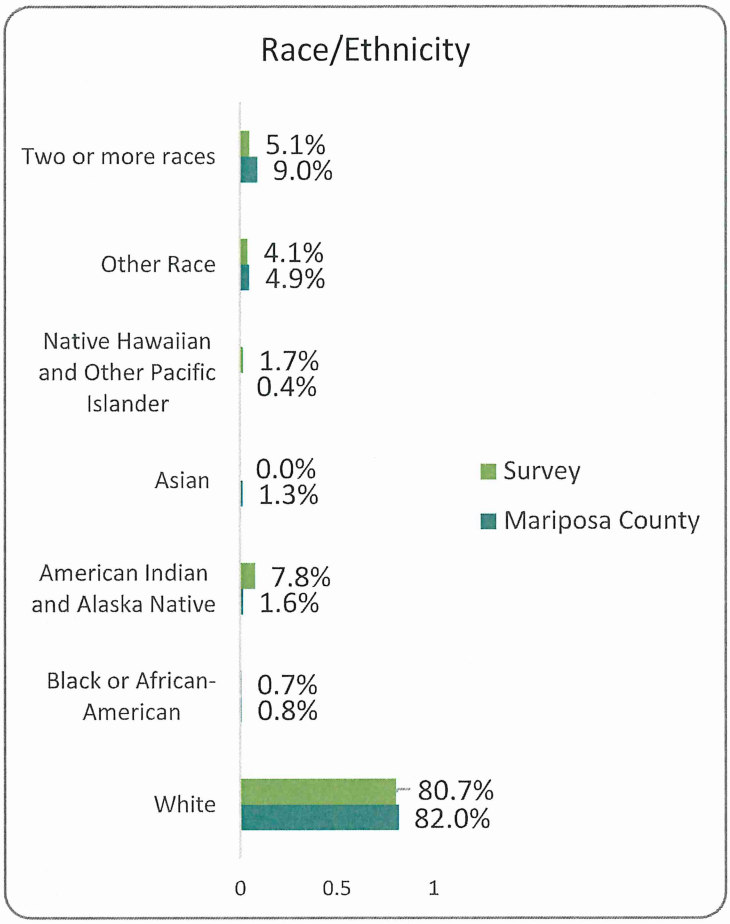
Discussion

The main issues raised by respondents point to essential parts of our community's living situation needing improvement. Due to its rural setting, Mariposa can be considered a food desert—a community with low access to affordable, healthy food options. This reality is reflected in the respondents' answers to the CHA survey. Furthermore, housing is another component of Mariposa County that continues to be an issue.

Racial and Social Equity

Results

Achieving racial and social equity would ensure that our community no longer confers advantages or disadvantages through institutions, policies, practices, and cultural beliefs, based on a person's skin color, race, religion, ethnicity, income level, or any other racial or social factor.



When asked if they had ever felt discriminated against because of their race, ethnicity, gender, age, religion, physical appearance, sexual orientation, disability status, or other characteristics, participants' responses resulted with the following as the top three choices: 1- I have not experienced discrimination (52%), 2- I was not given a promotion (16.3%), 3- I was not hired for a job (14.0%).

When participants were asked about how they were treated by others, participants were given 8 statements and were given the choices of "Often", "Sometimes", "Rarely", and "Never" to respond to each statement. When asked if they are treated with less courtesy than others, 46% of participants responded "Rarely", 29% responded "Never", 21% responded "Sometimes", and 4% responded "Often".

The sample of Mariposa County residents and stakeholders that participated in the CHA had the following racial breakdown: 80.61% White, 7.82% American Indian/ Alaska Native, 0.68% Black or African American, 1.7% Filipino, 5.1% Two or more races, and 4.08% Other. More than half of the respondents (52%) reported not having experienced discrimination, though some (16%) reported experiencing discrimination in the workplace.

Discussion

The survey results do not indicate of a high incidence of discrimination experienced by survey respondents, though it is worthwhile to further explore racial and social equity further among racial minorities in Mariposa County to identify any trends in discrimination experienced by Mariposa County residents.

Maternal, Child, and Adolescent Health

Maternal, child, and adolescent health includes access to safe delivery, perinatal care, mental health services, home visiting services, and other activities that aim to improve the health of mothers, children, and adolescents. Our community's responses to questions about maternal, child, and adolescent health are vital for planning our future initiatives to address community issues and improving current initiatives to ensure equitable services and the well-being of mothers, children, and adolescents in our community.

Results

Of the respondents to the Maternal, Child, and Adolescent health section of the survey, 10.53% are pregnant or new moms. When asked about the greatest needs and challenges facing pregnant women and new moms in the community, respondents identified the following as needs and challenges: 1- Medical care during and after pregnancy (74.29%), 2- Access to birthing hospitals (67.14%), 3- Support groups (47.14%), 4- Parenting classes (44.29%).

Based on the responses of 305 participants, the top three behavior concerns of children and adolescents in Mariposa County were identified as follows: 1- Substance use, methamphetamines, opioids, fentanyl (38.7%), 2- Lack of social connection (33.8%), and 3- Alcoholism (31.8%).

When asked about the greatest needs of children and their families in the community, 305 respondents identified the following as the top three needs: 1- Mental health and substance use disorder programs for individuals and their families (39.7%), 2- Clean and safe housing (35.7%), and 3- Safe spaces for physical activity (31.8%).

Discussion

Respondents to the survey highlighted access to prenatal and perinatal care as challenges and needs in the Mariposa community. Specifically, respondents identified one of the needs as support groups. Social support has been shown to buffer the negative effects of perinatal mental health symptoms and reduce the risk of postpartum stress.[57] Increased services available for antenatal education, birthing, and perinatal care would greatly benefit the residents of Mariposa County.

The survey results highlight a need for an increased focus on substance use and mental health in children and adolescents. Other factors identified in the survey, such as safe spaces for physical activity and lack of social connection, are important to consider when focusing on child and adolescent mental health and substance use.

Parent and Caretaker Needs

With Mariposa County being home to many young children as well as the elderly, it is important to ensure that the needs of parents and caretakers are addressed when assessing the overall health of our community. CHA participants were asked about their needs as parents and caretakers to inform future quality improvement in services provided by Mariposa County.



Credit: Daniel Cabanas

Results

Of the respondents that answered this section of the CHA, 30.24% currently care for one or more children under the age of 18. Of these respondents, 4.82% care for a child under the age of 18 with a lifetime illness or developmental disability. When asked about the greatest behavior concerns that children and adolescents face in the community, respondents rated the following as the top 3 concerns: 1-Mental health (57.7%), 2-Substance use (46.3%), and 3-Lack of social connection/community engagement (41.1%).

When asked if they take care of someone over the age of 18, is elderly, has a lifetime illness, or has a physical disability, 16.8% of respondents answered "Yes". When asked of the greatest needs of someone over the age of 18, who is elderly, has a lifetime illness, or has a physical disability, respondents chose the following as the top three needs: 1- In-home support care (62.6%), 2- Access to health care physicians/doctors (58.8%), and 3- Transportation (53.8%).

Discussion

Results from the survey show a higher proportion of Mariposa County residents that serve as caretakers for someone elderly, with a lifetime illness, or with a physical disability compared to those caring for children. Results also indicate that adolescents need more support in social and behavioral aspects of their lives. The elderly, physically disabled, and those with a lifetime illness need more support in access to care for their specific needs, based on the survey results.

Healthcare Access and Quality

As a rural county, Mariposa County faces challenges in providing access to care to its dispersed population and providing all services necessary for its residents to thrive. Participants in the CHA were asked questions regarding their access to care, quality of care in the area, as well as their needs for healthcare in Mariposa County.

Results

Respondents were asked about barriers that make it difficult to access healthcare or services or get medication. The following three were chosen as the top three barriers: 1- Distance to the nearest healthcare facility or pharmacy (34.5%), 2- Making time for healthcare appointments (27.2%), and 3- Making time to get to a healthcare facility or pharmacy (25.2%). Overall, respondents highlighted the difficulty in accessing care due to the distance and time it takes to get to a healthcare facility or pharmacy.

Discussion

Respondents highlighted distance and time and their main concerns regarding access to healthcare. As a rural county, Mariposa residents are faced with long distances and extended time to access care and pharmacies.

Lifestyle

Lifestyle influences the physical and mental health of an individual. Residents of Mariposa County were asked about various aspects of their lifestyle to help us identify areas of improvement and understand the preferences of the population.

Results

In a usual week, 42.39% of respondents described their level of physical activity as moderate (70 minutes a week), 36.21% as active (210 minutes a week), 11.11% as highly active (420 minutes a week), and 10.29% as inactive (no activity or basic movement from daily life activities).

The top three outdoor activities that respondents and their household have participated in during the past 12 months at the time of the survey were: 1-Walking (78.1%), 2-Hiking (47.5%), and 3-Swimming in lakes, river, etc. (35.5%).

Discussion

Physical activity is an important aspect of individuals' mental and physical health. Overall, the results indicate that Mariposa County residents enjoy the outdoor activities offered by the geographic location of the county, and many residents are physically active.

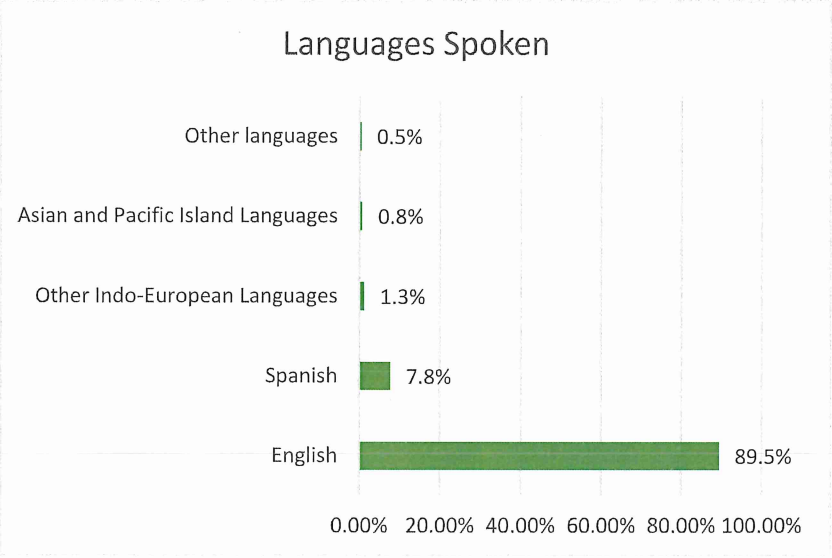
Key Informant Interviews

Key informant interviews were conducted with community stakeholders in Mariposa to understand what they believed were the key issues, areas of improvement, and successes of Mariposa County's public health branch. Through a qualitative analysis of the interviews, it was found that stakeholders believe access to healthcare and healthy foods, more opportunity for recreational activities (i.e., walking trails, recreation centers, etc.), adequate community health education, and affordable housing are the most pressing issues for Mariposa that need to be addressed. Stakeholders also mentioned that they have noticed that Mariposa is suffering from high rates of substance and alcohol use and is lacking minimal public services for transportation. When discussing the Public Health branch's strengths and successes, many stakeholders mentioned the efficient delivery of information to the public during the COVID-19 pandemic, as well as the availability and accessibility of pandemic related resources like testing, vaccines, and general health education.

County Demographics

Median Age

Data here are sourced from the U.S. Census Bureau's American Community Survey (ACS), using the 2020 Decennial Census.[9] According to the ACS, 17,131 people live in Mariposa County. Compared to California and the United States overall, Mariposa County has a higher percentage of residents in older age groups (29.3% over the age of 65 in Mariposa County, compared to 14.9% and 16.5% in California and the United States, respectively).



Another way to compare age groups is to consider the median age—the age at which half the population is older and half younger. For Mariposa County, that age is 51.6 years, but for California it is 37.3 and for the United States it is 38.5.[2] Fewer Mariposa County households include children under the age of 18: 21.0% of all households, compared to 32.6% for California and 29.5% for the United States overall.

Language

The languages spoken by the population of Mariposa County areas follows: English Only (89.5%), Spanish (7.8%), other Indo-European languages (0.8%), and other languages (0.5%), according to census data.[2]

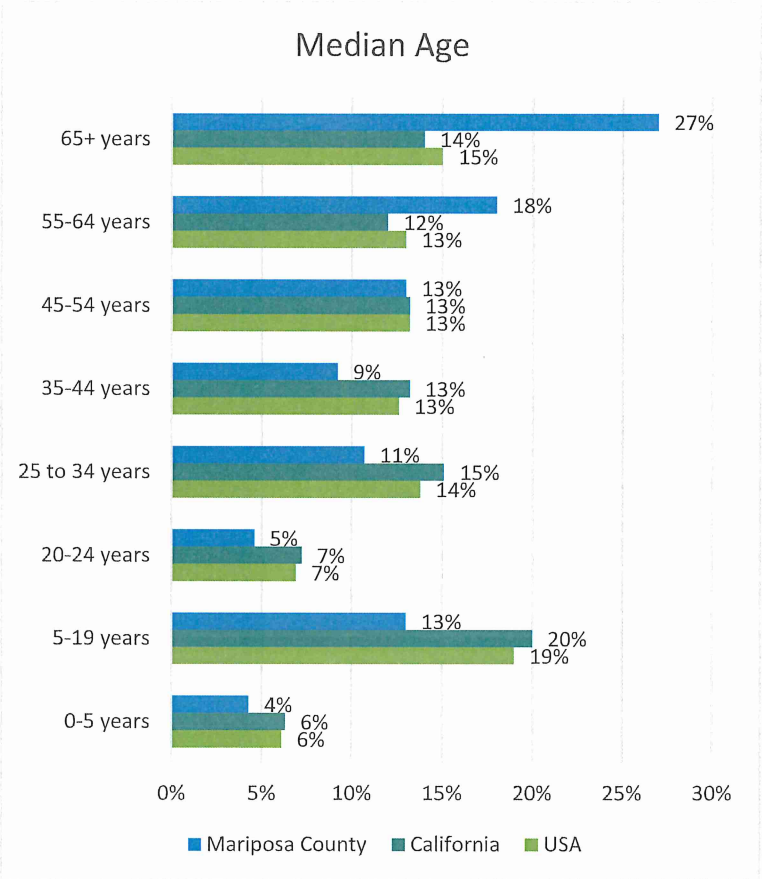
Race/Ethnicity

Mariposa County is also less diverse than California and the United States overall.[10]

Like other counties across California and the country, the population's diversity is expected to increase and is gradually changing. For example, according to projections from the California Department of Finance's Demographic Research Unit, the proportion of the Hispanic/Latino population in Mariposa County is expected to double over the next 50 years, corresponding with overall population growth during the same period.[11]

Veteran Status

Mariposa County's adult population includes 1,365 veterans who make up 9.6% of the adult population and are primarily in the older age group (78.9% of veterans in Mariposa County are over the age of 65).[13]



Disability Status

Approximately 3,216 residents have a disability of some kind, which would indicate that up to 18.9% of Mariposa County residents are disabled—higher than the California and national percentages (11.0% and 12.9%, respectively)[14]. Of those with disabilities in Mariposa County, 71.9% are aged 65 or older.[14]

Behaviors, Stress, and Physical Condition – Risk and Protective Factors

Specific health behaviors—whether or not people use tobacco, eat a healthy diet, are physically active, use drugs and alcohol, or have unprotected sex—can have profound effects on health outcomes. Helping individuals avoid addictive behaviors, promoting healthy behaviors and habits, and advocating for policies that make healthy behaviors easier and more accessible are all ways that Mariposa County can improve health outcomes for its residents.

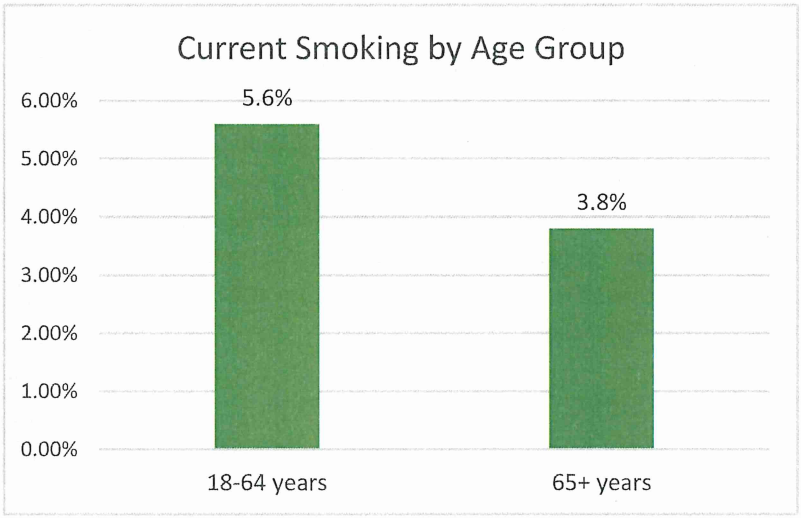
This section presents available data on behaviors that are likely to increase the risk for preventable diseases and premature death. Alternatively, changing, reducing, or avoiding these behaviors in the first place can help protect people and increase the chances of living longer, with better quality of life.

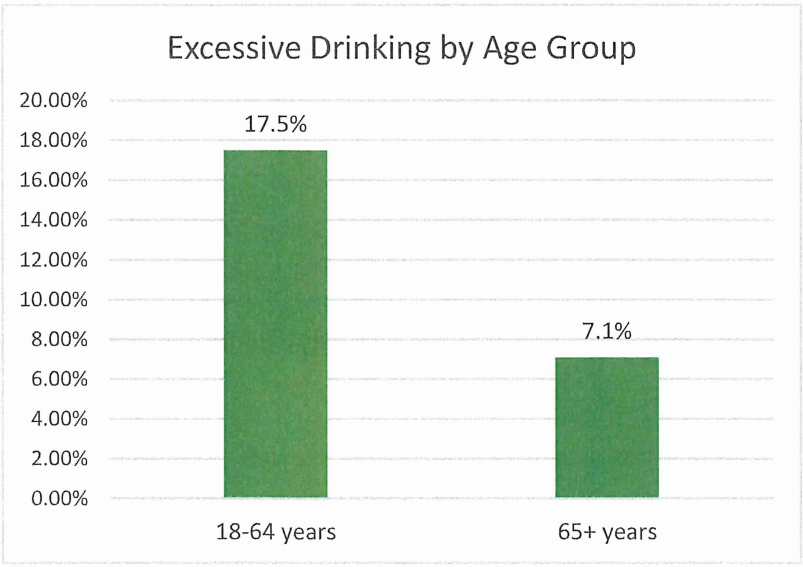
Adult Smoking

Tobacco use is a major contributor to both cancer and heart disease; reducing smoking rates is an important strategy for reducing the toll of these complex, debilitating, costly, and often deadly outcomes. Adult smoking rates for Mariposa County range from **15%** of adults (from the 2023 County Health Rankings) to **24.46%** from the National Cancer Institute, using small area estimate modeling techniques.[15, 16]

Mariposa County HHSA Public Health Branch uses a rate based on results from the CHIS, which places the adult smoking rate for Mariposa County at **15.3%**.[17]

Using data from 2022 available from CHIS, the age group 18-64 years old had a current smoking rate of 5.6% and the age group 65+ had a current smoking rate of 3.8%.[19] The data for this comparison is unstable due to the small sample size and it consists of grouped data from several counties (Mariposa, Tuolumne, Calaveras, Amador, Inyo, Mono, Alpine).





Excessive Drinking

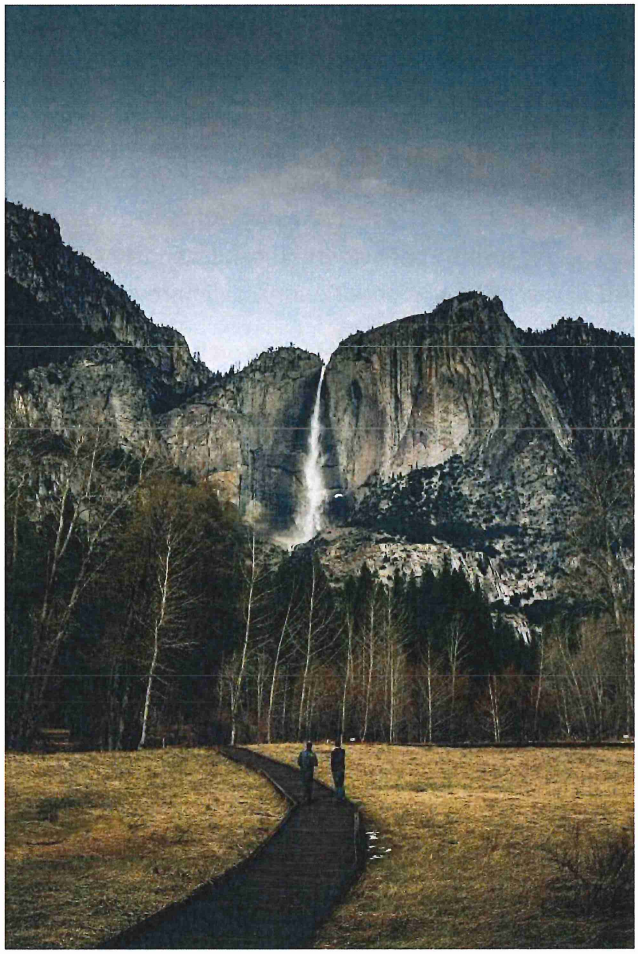
The CDC's Behavioral Risk Factor Surveillance System (BRFSS) defines heavy alcohol consumption as more than two drinks per day for men, and one

drink per day for women. Based on this definition, excessive drinking in Mariposa County was a risk factor for **22%** of adults in 2020, which is 3% above the state average.[17]

The age groups 18-64 years and 65+ years were compared for excessive drinking in the past month. From data collected in 2022 in the CHIS, 17.5% of 18–64-year-olds and 7.1% of 65+ year olds had engaged in binge drinking in the past month.[19]

Adult Obesity and Overweight

Obesity is measured as a ratio of height to weight, called the Body Mass Index (BMI). A BMI of 30 or higher is considered obese. In Mariposa County, **30%** of adults aged 18 or older are classified as obese, similar to the California average of **28%**.[18] Adults are considered to be overweight if their BMI is between 25 and 30. According to CHIS data from 2020-21, Mariposa County had a higher percentage of overweight adults (**65.45%**) than California (**62%**).[19]



Credit: Alex Bello

Childhood Obesity

California public school students are identified as overweight or obese based on whether or not they score in the "Healthy Fitness Zone" (based on BMI or other measures of body composition). In 2019, 46.2% of 5th graders in Mariposa County were overweight or obese compared to 40.94% of California 5th graders overall. The percentage of 7th graders in this category was smaller (33.5%) but still lower than the state average (40.0%). The percentage of obese 9th graders was 29.1%, lower than the state average of 37.8%.[20] Fluctuation in these rates from year to year makes it difficult to identify trends.

Physical Inactivity

Regular physical activity can help prevent cardiovascular disease, obesity, and other conditions. Based on 2021 data from the CDC's National Center for Chronic Disease Prevention and Health Promotion, 19% of Mariposa County residents reported no physical activity or exercise outside of their job, such as running, calisthenics, golf, gardening, or walking for exercise. The state average for lack of physical activity is higher—20%—and the national average is higher still (23%).[21]

Teen Births

According to CDC data, in 2020, there were **12 births per 1,000 women** between the ages of 15 and 19 in Mariposa, for a teen birth rate (per 1,000 population) of 19.8%. This is lower than the California rate of **22 births per 1,000 women**. Using National Center for Health Statistics data from 2014–2020, the 2023 County Health Rankings report a rate of **20 births per 1,000 women** between the ages of 15–19, with a higher rate (**24 births per 1,000**) for Hispanic teens in this age group.[22]

Immunizations

One important area that Mariposa County falls behind others is the percentage of Medicare enrollees who had an annual flu vaccination to protect themselves (and others) from this serious disease, which can lead not only to illness but to hospitalizations and even death, especially among older patients. Based on 2021 data, Mariposa County's flu vaccination rate among Medicare enrollees is just 27%, lower than the already low state average of 42%.[23]

Social, Economic and Environmental Factors

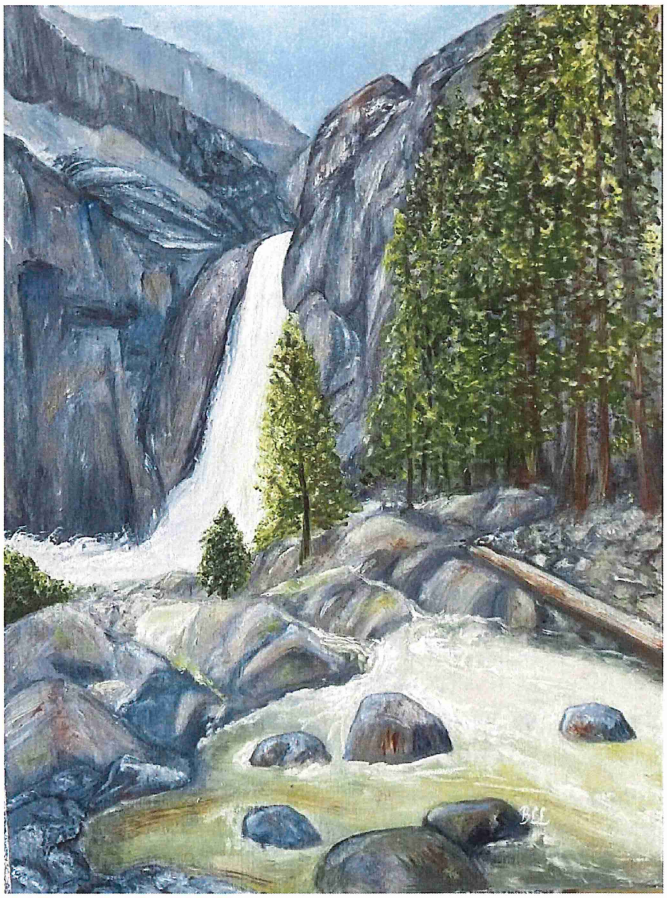
Access to Healthy Foods: The Food Environment Index

For many people, access to healthy food is difficult to achieve. Barriers include cost as well as whether healthy food options are available nearby, including access to grocery stores (which tend to offer healthier options than convenience stores).

The Food Environment Index measures a county's food environment on a scale of 1 to 10 based on two variables:

- the percentage of the population considered low income (within 200% of the FPL) and also living more than 10 miles away from a grocery store (for rural areas); and
- the percentage of the population that did not have access to a reliable source of food during the past year (referred to as "food insecurity").

To determine a Food Environment Index rating for a specific county, the County Health Rankings data for each of these two variables are scaled and averaged. Using data from 2019 and 2021, the average value for all counties was 8.6, with most counties falling between 5.8 and 9.4. For Mariposa County, it was 8—below the state average but better than the national average of 7.7.[24] In this index rating, 10 is considered the best score, and 0 is considered the worst.



Artist: Barbara Liss "Where I Belong"

Education

Education is one of the strongest predictors of health. On a number of education indicators, Mariposa County fares well: in 2019-2020, 93% of high school students received their high school diplomas within 4 years, which is higher than the state average (88%).[25]

Only 9.0% of residents lack a high school diploma at the age 25 or older, compared to 16.0% for the state and 11.0% for the country.[26]

However, only 28.9% of those aged 25 or older have a Bachelors-level education or higher, compared to 35.9% in California and 34.3% in the United States overall in 2022.[27]

According to the California Department of Education's CAASPP Test Results from 2021-2022, 51% of Mariposa County students meet or exceed grade-level standards in English, ahead of the state percentage of 47%.[28]

The Department's California Healthy Kids Survey and WestEd's California Student Survey found that between 2016-22, most Mariposa County students reported a high level of "connectedness" to their school, reaching 76% of students in 2022, higher than the rate in California overall of 72%.[29] Students reported that connectedness to their peers and adults in the school and their care about them and their learning is associated with healthier behaviors as well as academic achievement.

The same student survey found that higher percentages of Mariposa County 7th graders reported being bullied at school than reported in the previous CHA (39%, up 9% from the previous CHA). Also, 43% of 11th graders reported experiencing chronic sadness or hopelessness.[29]

One area of potential concern is under-enrollment in early childhood education programs, which can help prepare children for academic achievement once they enter kindergarten and beyond and also provides settings for social and emotional learning.

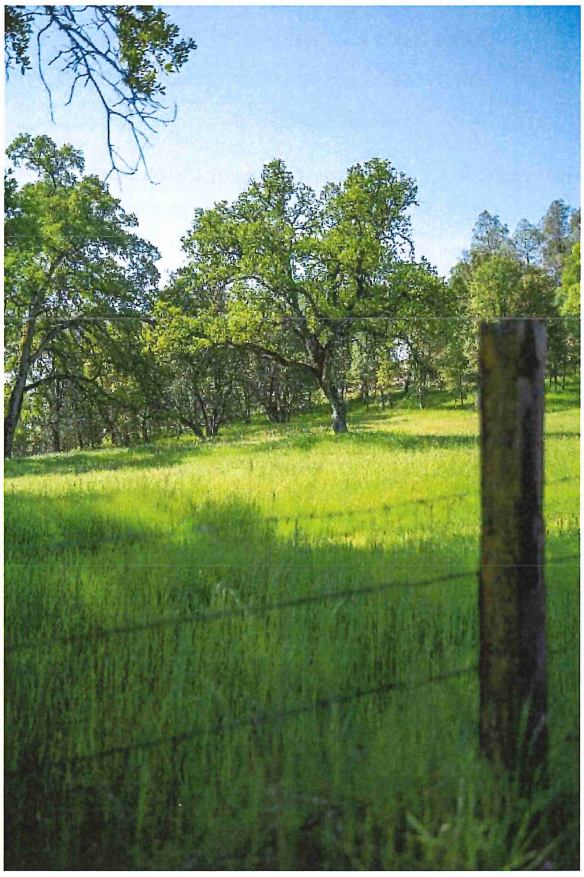
According to a 2016 American Institutes for Research study (reporting 2014 data), Mariposa was among the 10 California counties with the highest percentage of young children (ages 3 and 4) who are income-eligible for subsidized preschool programs but not enrolled in them, with as many as 91% of eligible children not enrolled. The report's authors note that parents in rural counties like Mariposa County may face challenges with transportation between home and early care and education settings, among other barriers.[31]

Children in Poverty

Poverty undermines health in many ways, including reducing access to routine health care, healthy food, and safe housing. American Community Survey data from 2022 puts approximately 30.4% of Mariposa County children under the age of 18 in households whose income falls below 100% of the Federal Poverty Level (FPL).[32]

The FPL is revised each year by the federal Department of Health & Human Services (HHS). In 2022, the FPL was $14,580 in annual income for an individual, $19,720 for a family of 2, and $30,000 for a family of four.[33]

As discussed in greater detail in the next section, the FPL may not be a particularly helpful measure of how many children and families are struggling economically.



Credit: Colton James

Labor Force Participation, Income and Income Inequality

Bureau of Labor Statistics data from 2021 place the unemployment rate for those aged 16 or more in Mariposa County at 8%, compared to 7.3% for California.[34]

United States Census Quickfacts calculate that the percentage of the working age population that is participating in the labor force is 53.0%, lower than the California percentage of 63.8% and the national percentage of 63.5%.[35] The American Community Survey population estimates from 2022 found that 16.0% of individuals in Mariposa County live in households with incomes below 100% FPL. This compares to 12.2% for California.[35]

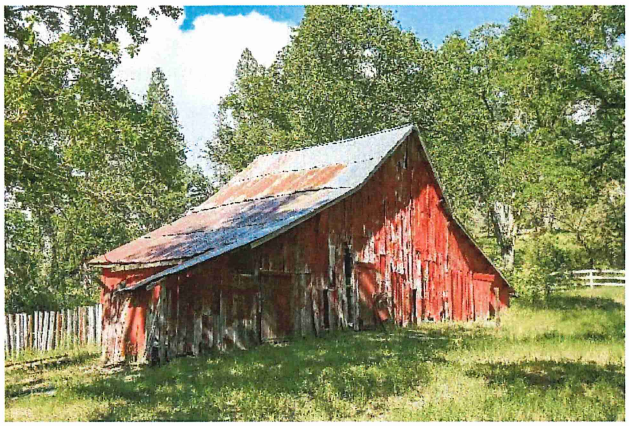
As noted above, however, the FPL is a national estimate that does not consider state, local, or regional variations in the cost of living (except for Hawaii and Alaska). To address this issue in California, researchers and advocates developed the Family Economic Self-Sufficiency Standard to estimate what different types of families really need to earn in order to cover the costs of housing, food, childcare, out-of-pocket medical expenses, transportation, and other necessary spending. In general, this calculation (which is customized to costs in each county) shows that more families are living in poverty and hardship.

For example, in 2021 (the last year for which self-sufficiency projections are available), a family with two adults and two children—a preschooler and elementary age child—would need to earn about $55,651 annually (or $13.18/hour per adult) to meet their costs of housing, childcare, food, transportation, health care, and taxes in Mariposa County—even after considering childcare and child tax credits. By this more detailed measure, approximately 839 more families—or 23.3% of families like this—would fall into a category with incomes higher than the FPL, but lower than the self-sufficiency standard.[36] By either measure, this indicates that a large proportion of Mariposa County families are struggling.

Air Pollution/Particulate Matter

The County Health Rankings compare levels of air pollution in different places by looking at the average daily density of fine particulate matter, measured in micrograms per cubic meter (PM2.5).[37] Note that this measure is an estimated average; it does not consider short-term variations or specific times (e.g., after a fire) when people are at higher risk of pulmonary and cardiovascular problems.

Fine particulate matter includes the particles that can be emitted from forest fires (particularly relevant to Mariposa County) or when gases are emitted (e.g., from cars). When air pollution is high, so are rates of decreased lung function, chronic bronchitis, asthma, and other lung problems. In California, the overall score of 7.1 $\mu g/m^3$—and Mariposa County's density is 7.1 $\mu g/m^3$.



Credit: Mick Haupt

Housing Issues

The U.S. Department of Housing and Urban Development (HUD) defines "affordable" housing as housing expenses that consume less than 30% of total household income (including expenses such as rent, mortgage payments, taxes, insurance, and utilities). In Mariposa County, 18% of households spent more than 50% of their income on rent between 2017 and 2021.[38]

In October 2021, a Homeless Health and Needs Assessment was conducted in Mariposa County and captured the results from a total of 46 individuals—34 adult homeless individuals and 12 minor homeless individuals. All individuals participating in the survey were unstably housed at the time and were either living in an outdoor encampment in Mariposa, a homeless shelter, in a vehicle, or with a friend or family. While a previous survey conducted found that many participants were veterans, this survey found 8.8% of participants to ever have been on active duty. Participants who had been homeless for 12 months or more made up 61.8% of survey participants and most reported that they became homeless due to a significant loss of income (38.2%), family conflict (41.2%), or lack of affordable housing (38.2%). Almost 60 percent of participants also stated that they will not be leaving Mariposa for some time while 29.4% of participants reported that they would like to make Mariposa their permanent residence. From all acute health disorders, the most common response was for "Overexposure from Heat or Cold" and "Nutritional Deficiencies", both with 22 responses (64.7%). The most common chronic health disorders were eye disorders (35.3%), arthritis (32.4%), asthma (23.5%), and Chronic Obstructive Pulmonary Disorder (23.5%). For mental health disorders, 58.8% answered that they suffered from depression and 41.2% suffered from generalized anxiety disorder. Also, 58% of participants stated they have suffered both childhood and adulthood physical abuse.[39]

Health Outcomes

Premature Death

Public health researchers often rely on a measure of premature death, Years of Potential Life Lost (YPLL), to track the toll of preventable deaths or lives cut short (as opposed to those that might be expected from the more natural end of a full life span). The Robert Wood Johnson Foundation/University of Wisconsin Public Health Institute County Health Rankings use an age cut-off of 75 years to define premature deaths.[40]

With this method, a younger person's death—for example, a 20-year-old—would contribute 55 years to the YPLL measure (75 minus 20 years). A 70-year-old's death would contribute fewer years—5 years—to the YPLL measure.

To compare rates across counties and states, the County Health Rankings tally all the years of life lost in a particular county over a 3-year period, divide it by the total population for the same period, and then multiply by 100,000 to get a rate of YPLL per 100,000 population. The rates are adjusted for age, so that a county like Mariposa County—with a larger proportion of older residents—would not have its results skewed by the age composition of the population.

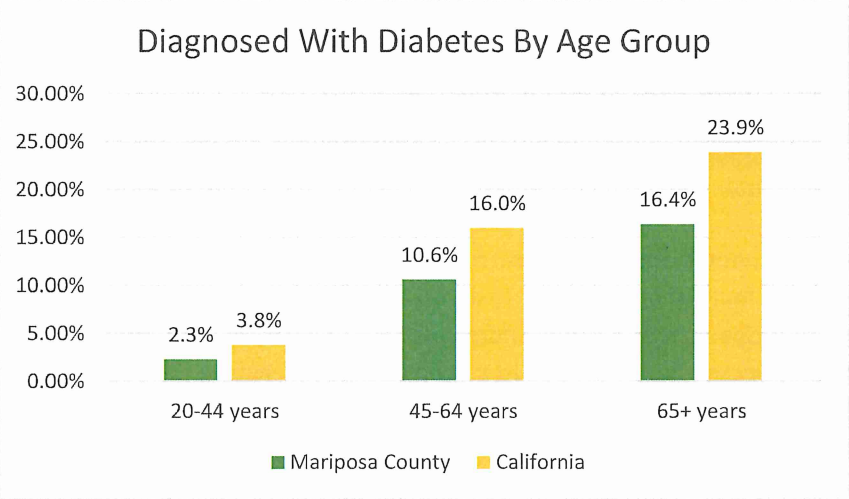
Despite the attempts to make rates comparable and to adjust them by age, these data are particularly complicated to interpret for small populations.

For the most recent 3-year period in the County Health Rankings (2019-2021), the age-adjusted rate of years of potential life lost per 100,000 people in Mariposa County was 10,000— higher than the California rate of 6,400 years of potential life lost, and an increase from the prior 3-year period (7,500 years of potential life lost.[41]

The measure was driven by cancer deaths, heart disease deaths, and deaths from unintentional injuries (e.g., motor vehicle crashes, falls, pedestrian fatalities). Again, a relatively small change—for example, a few deaths of younger community members — could alter this measure considerably—but the shift from the overall trends for California and the United States should be noted.

Diabetes

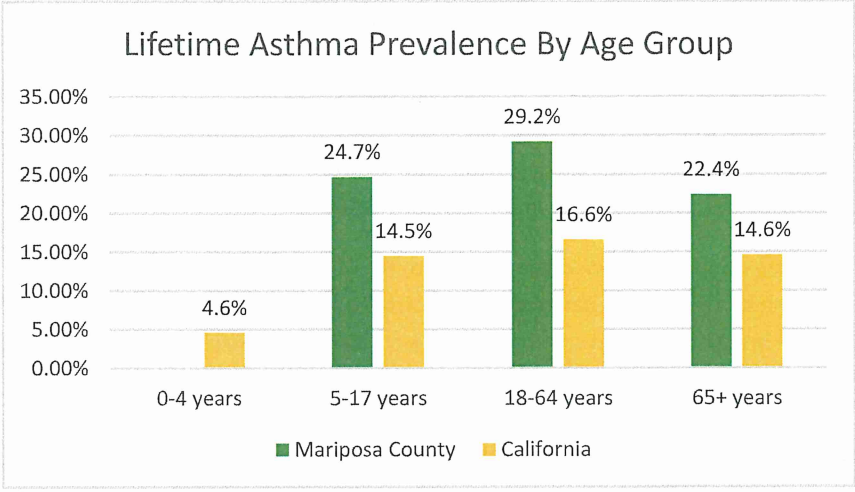
CDC National Diabetes Surveillance System data from 2021 were used to estimate the percentage of adults aged 20 and older who have been diagnosed by a doctor with diabetes. For Mariposa County, it is estimated that 9% of adults over 20 have been diagnosed with diabetes—similar to the state average of 11%.[42] In Mariposa County, California, and the United States, overall, the percentage of adults diagnosed with diabetes has been rising.



Using data from the CDC Diabetes Dashboard, age groups were compared for the percentage of the population diagnosed with diabetes. Mariposa County had a lower proportion of the population diagnosed with diabetes across all age groups. For the 20-44 years age group, 2.3% of Mariposa County's population was diagnosed with diabetes, compared to 3.8% in California.[56] For the 45-64 years age group, 10.6% of Mariposa County's population was diagnosed with diabetes, compared to 16% in California.[56] Finally, for the 65+ age group, 16.4% of Mariposa County's population was diagnosed with diabetes, compared to 23.9% in California.[56] The 23.9% dianosed with diabetes in California is an average of available data for two age groups: 65-74 years old and 75+ years old.[56] Based on this data, the age group of 65+ has a higher proportion of the population diagnosed with diabetes in Mariposa County and may require additional attention and resources to address this disparity.

Asthma

California Health Interview Survey (CHIS) data from 2019-20 place Mariposa County residents' lifetime asthma prevalence for all ages at 25.1%, above the California state average of 15.1%. CHIS groups Mariposa County with other small counties (Alpine, Amador, Calaveras, Inyo, Mono, and Tuolumne).[43]



Using data from 2019-2020 included in the California Asthma Dashboard, lifetime asthma prevalence (% of the population ever having been diagnosed with asthma) was compared using age groups. These data showed that 5-17 year olds had a lifetime prevalence of asthma of 24.7% in Mariposa County, compared to 14.5% in California.[55] Among 18-64 year olds, Mariposa County residents had a lifetime prevalence of 29.2%, compared to 16.6% for California.[55] For those 65 years or older, the lifetime asthma prevalence in Mariposa County was 22.4% compared to 14.6% for California.[55] These data shows that Mariposa County's population is disproportionately affected by asthma compared to the state of California. Those aged 18-64 years in Mariposa County are disproportionately affected by asthma compared to other age groups within the county. Data for the age group 0-4 years old in Mariposa County are not currently available.

Injury Deaths

Injuries are a leading cause of hospitalizations, treatment costs, missed work and school, and death—especially for younger age groups. CDC collects data on injuries, including suicide, homicide, falls, drowning, motor vehicle crashes, and poisoning. In most categories, the numbers in Mariposa County are small enough that they are not useful for calculating rates or detecting trends. However, using CDC data from 2017-21, the 2024 County Health Rankings calculated a rate for Mariposa County of 111 injury-related deaths per 100,000 people, which is much higher than the average injury fatality rate in California (59 per 100,000 people).[44] CDC and National Center for Health Statistics data from 2017-21 are used to calculate suicides in Mariposa County. The age-adjusted death rate from suicide (calculated per 100,000 people) represents a higher rate in Mariposa County—30 per 100,000—than the state (10) or nation (14).[45] These data should be interpreted with caution given the small population of Mariposa County and the effect that a small increase in suicides can have on the age-adjusted death rate from suicide.

Infant Mortality

Infant mortality is not only a family tragedy but may also point to challenges with access to prenatal care and overall maternal and child health. As with suicide deaths, the number of infant deaths in Mariposa County is small: 4 out of 760 births between 2015-21 (according to the Health Resources and Services Administration's Area Health Resource File). However, the rate (calculated as the number of infants who die before they reach their first birthday, per 1,000 births) is 5.3 per 1,000 births — slightly higher than the state infant mortality rate of 4, but below the national average of 6.[46] More recent data are not available.

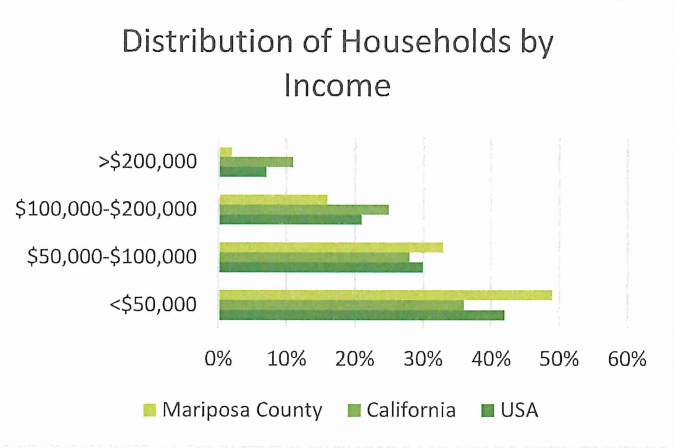
Low Birth Weight

Infants born under 2,500 grams are classified as low birth weight and are at higher risk for a variety of health problems. In Mariposa County, 62 of the 1,008 live births between 2006-12 were classified as low birth weight. This percentage, 7%, is the same as the California average of 7% and is lower than the national average (8%).[47] More recent data are not available.

Measures of Opportunities – Equality and Disparities

American Community Survey data from 2011-2015 are used to calculate income inequality in different areas. Income inequality (above and beyond income levels alone) has been tied to poor health outcomes at both the country level around the world, and the county level in the United States.[48]

The Atkinson Index looks at the total number of households and then compares the percentage of households in different income brackets to yield a fraction between 0 and 1, where 0 is a state of equal income distribution and 1 is a state of complete inequality. Mariposa County's Atkinson Index is calculated to be 0.15, which is better (i.e., leaning more towards equality) than the Atkinson Index for California (0.18) and the United States (0.18).[49]



Local Health System Assessment

The local health system in Mariposa County, as in every county, is strongly influenced by state and national trends such as the availability of health insurance coverage, the ability to recruit and retain different kinds of providers, and the performance of health care teams and organizations, including the Public Health Branch of HHSA.

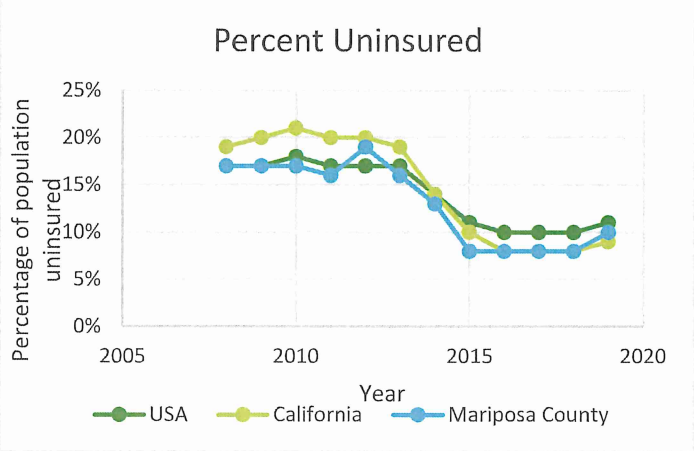
This section presents local health system assessment data in two parts: access to care (which includes data on the uninsured, ratios of different types of providers to the population, and specific outcomes such as preventable hospital stays and access to prenatal care), and an assessment of the ten essential public health services that is part of the HHSA strategic plan and Public Health Branch's accreditation work.

Access to Care

Uninsured

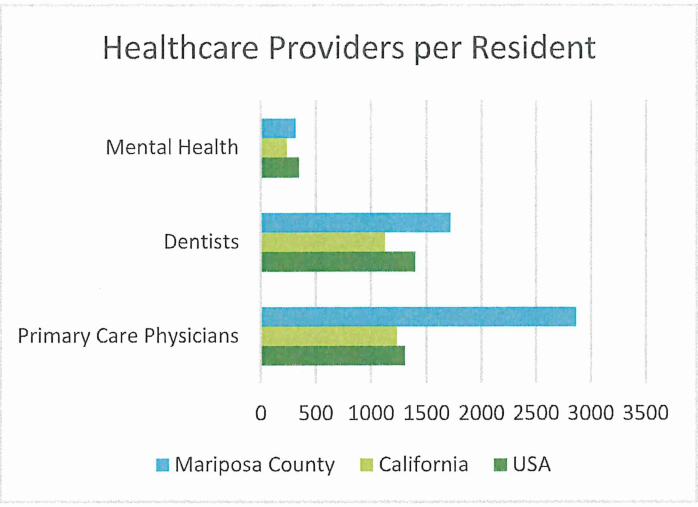
Health insurance coverage alone does not lead to better health outcomes, but it does create more options for routine access to care.

The 2024 County Health Rankings calculate the percentage of the population under 65 (and not covered by Medicare) who lack health insurance coverage. In Mariposa County, the percentage dropped from 17% in 2010 to 7% in 2021, similar to the drop across California from 21% to 8%. In terms of numbers of people, approximately 1,251 Mariposa County residents lacked health insurance coverage in 2019 (the most recent year for which data are available). Expanded coverage resulted from implementation of the Affordable Care Act (ACA) in 2010.[50]



Healthcare Providers per Resident

One way to gauge whether there are enough health care providers in a community is to compare the number of different types of health care providers to the population, to derive a ratio of provider per resident. Data presented in the next graph for primary care physicians (M.D.s and D.O.s), dentists, and mental health providers (including psychiatrists, psychologists, licensed clinical social workers, therapists, and drug/alcohol/substance use counselors) are from the 2024 County Health Rankings.



Primary Care Physicians

In Mariposa County, there is one primary care physician (PCP) for every 2,860 people — a much larger ratio than California overall (one PCP/1,230 people).[51]

Dentists

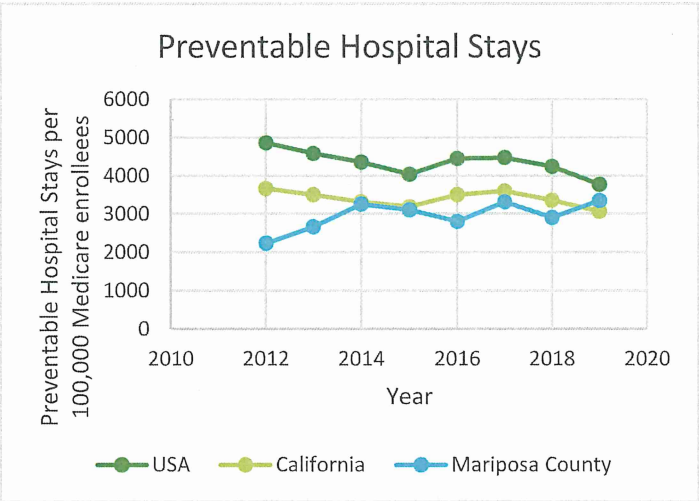
The same pattern holds for the ratio of dentists per residents: one for every 1,710 people, compared to one per 1,100 people across California. Untreated dental disease can lead to many overall health problems, including pain, infection, and loss of teeth.[52]

Mental Health Providers

In Mariposa County, there are 310 residents per each mental health provider, compared to 240 in California overall.[53]

Preventable Hospital Stays

This measure examines the hospital discharge rate for ambulatory care-sensitive conditions for Medicare enrollees. When conditions such as convulsions, chronic obstructive pulmonary disease (COPD), bacterial pneumonia, asthma, congestive heart failure, hypertension, diabetes, kidney/urinary tract infections, or dehydration lead to a hospitalization, it can mean that the condition was not being managed appropriately in an outpatient setting. This could also mean that patients do not have routine, ongoing access to primary care. The hospital discharge rate data only uses Medicare claims data (and thus only covers hospitalizations among people 65 and older), so this measure doesn't give a full picture of all age groups.



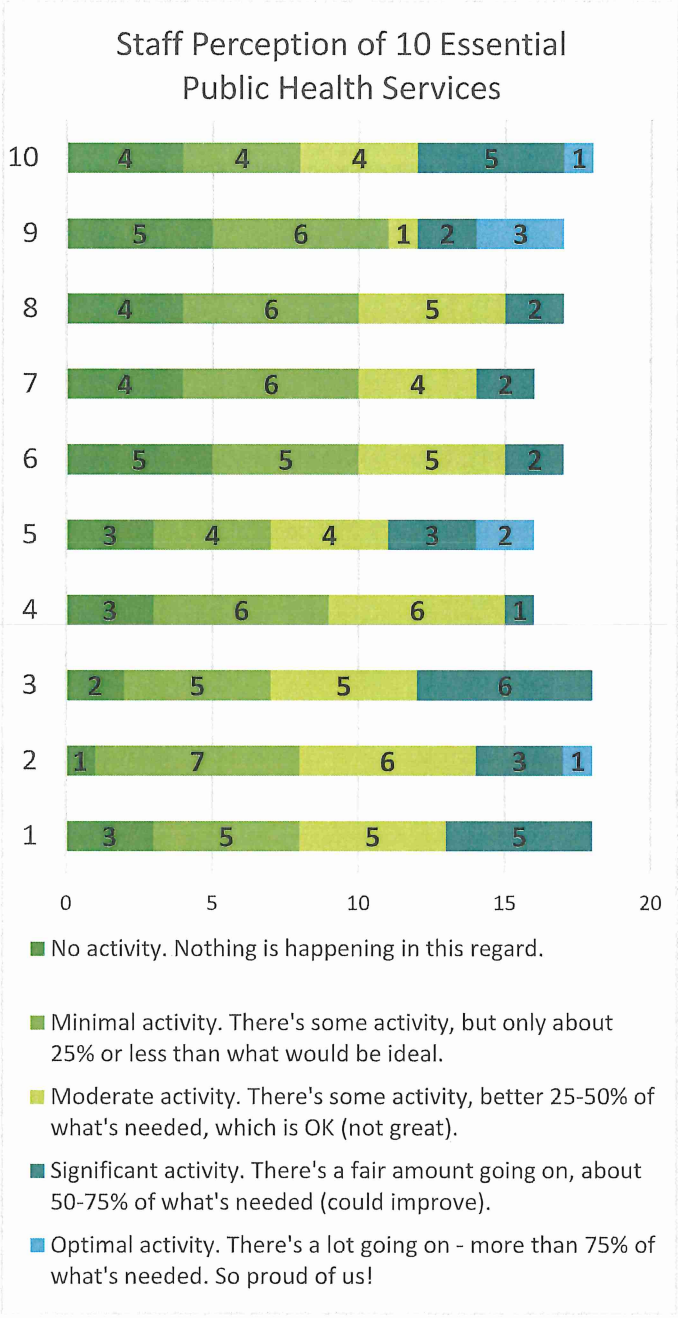
With those caveats, the rate of preventable hospital stays in Mariposa County was 2,473 per 100,000 Medicare enrollees in 2021, making Mariposa County's rate higher than the state average of 2,153 and lower than the U.S. average of 2,681. This measure warrants closer monitoring—especially given the access to care issues experienced by many county residents.[54]

Essential Public Health Services

Throughout the accreditation and planning processes, the 10 Essential Public Health Services have provided a context for how internal and external stakeholders view the Public Health Branch's role and contributions. The next figure shows the responses from staff (n=21) to a 2022 online survey about how well the Public Health Branch is currently performing in each service domain.

The 10 Essential Public Health Services are as follows:

1. Assess and monitor population health status, factors that influence health, and community needs and assets.
2. Investigate, diagnose, and address health problems and hazards affecting the population.
3. Communicate effectively to inform and educate people about health, factors that influence it, and how to improve it.
4. Strengthen, support, and mobilize communities and partnerships to improve health.
5. Create, champion, and implement policies, plans, and laws that impact health.
6. Utilize legal and regulatory actions designed to improve and protect the public's health.
7. Assure an effective system that enables equitable access to the individual services and care needed to be healthy.
8. Build and support a diverse and skilled public health workforce.
9. Improve and innovate public health functions through ongoing evaluation, research, and continuous quality improvement.
10. Build and maintain a strong organizational infrastructure for public health.



Respondents were asked to rate performance using this scale:

- No activity. Not much (or nothing) is happening in this regard.
- Minimal activity. There's some activity, but only about 25% or less than what would be ideal.
- Moderate activity. There's some activity, between
- 25-50% of what's needed, which is OK (not great).
- Significant activity. There's a fair amount going on, about 50- 75% of what's needed (could improve).
- Optimal activity. There's a lot going on -- more than 75% of what's needed. So proud of us!
- I don't know enough about this to answer.

As the summary chart shows on this page, for all essential services between three and five staff members said they did not know enough about the service to answer the question.

This suggests that internal communication about the scope of the Branch's work would be a good starting point, since others within the larger agency are even less likely to be familiar with the Branch's work.

Community Assessment for Public Health Emergency Response (CASPER)

Mariposa County Health & Human Services Agency was involved in a Community Assessment for Public Health Emergency Response (CASPER) after the 2022 Oak Fire and 2023 winter storms. A telephone survey also was conducted in conjunction with the CASPER. The Oak Fire burned over 19,000 acres in Mariposa County and destroyed 127 residential buildings in July-August of 2022. The winter storms occurred in December of 2022- February of 2023. A CASPER was conducted in collaboration with California Department of Public Health (CDPH) to assess the community's health and overall condition of the community in the wake of two public health emergencies.

The assessment included those whose homes were destroyed by the Oak Fire as well as a random sample of individuals throughout the county. A total of 34 households were reached via telephone and 184 surveys were conducted door-to-door using CASPER survey methodology. Of those reached by telephone, 27 (79%) of homes were destroyed (>50% damaged) and 2 (6%) were damaged. Of those reached in CASPER, the barriers experienced by households included: permitting (35%), financing a build (35%), finding contractors or supplies (30%), and fire protection public safety code (20%).

Survey results from CASPER and the telephone survey showed that in the winter storms, 29% of households experienced damage to their primary residence. A median of $4,000 was spent to repair or rebuild and a median of $1,400 was spent for relocation due to Oak Fire or winter storms, in survey results from CASPER. A median of $20,000 was spent for repairing or rebuilding and a median of $22,000 was spent for relocation due to the Oak Fire or winter storms, among individuals that answered the telephone survey.

Property/renter's insurance remains a challenge In Mariposa County due to rising rates related to the fire risk in the region. Among the CASPER survey respondents, 84% had property/renter's insurance and of those 84%, 33% had the FAIR plan. The FAIR plan is a California state program that is designed to ensure that all residents have access to basic fire insurance. Among the telephone respondents, 82% had property/renter's insurance and of those 82%, 24% were enrolled in the FAIR plan.

Overall, a few takeaways from these surveys were:

- Many households in Mariposa County would repair/rebuild if affected by an extreme weather event. However, repairing/rebuilding is challenging and expensive.
- Many households in Mariposa County feel connected to their community.
- The Oak Fire and winter storms affected mental health countywide.

COVID-19 Pandemic

The COVID-19 pandemic was caused by a respiratory virus (SARS-CoV-2), beginning with an outbreak in Wuhan, China and continued to spread around the world in 2020. Mariposa County was impacted by COVID-19 during the pandemic and the aging population was considered at high-risk for severe disease. In the early days of the pandemic, Mariposa County created and led the Yosemite Gateway Area Coordination Team (YoGACT), which was a coordination team including Mariposa, Madera, Tuolumne Counties and Yosemite National Park. This coordination team allowed for communication between county public health professionals and our federal partners in Yosemite National Park to identify trends in COVID-19 infection and implement appropriate prevention measures to ensure that residents were healthy, safe, and thriving.

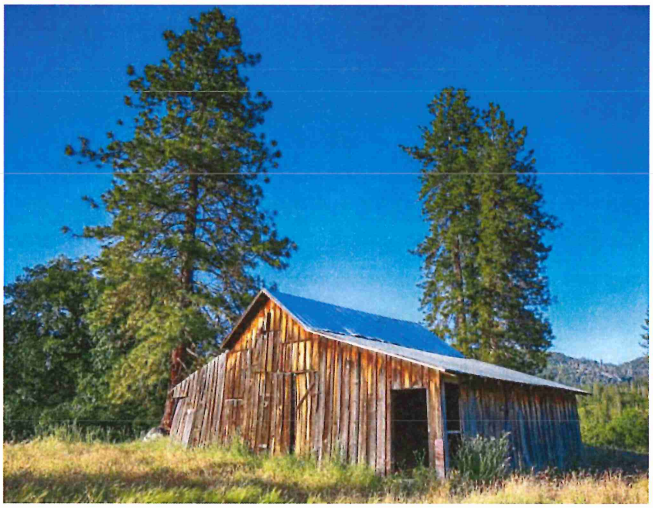
The Mariposa County COVID-19 Investigation Unit was able to reach out to individuals with reported diagnoses of COVID-19 to provide assistance and guidance. With just over 4,500 cases reported and under 50 deaths due to COVID-19, Mariposa County fared well in comparison to other counties. Possible contributing factor for this are Mariposa County's vaccination rate (61% of residents have received at least one dose of the COVID-19 vaccine, and 52% have been fully vaccinated as of 2023), as well as health communications from our Public Information Team to the public. Overall, the Mariposa County population's

adherence to effective COVID-19 mandates and messaging, its rural setting preventing close contact, and population's vaccination rate may be factors that contributed to the lower burden of COVID-19 on our community compared to other counties in the state.

Looking Ahead

In the community forums and key informant interviews, Mariposa County residents offered a vision of a healthier Mariposa County. In this improved future, residents would have:

- Improved access to health care, with more local options so they would not have to drive long distances or out of the county to obtain quality care.
- The care and tools to be mentally healthy and resilient, and better able to avoid or overcome addictions and inpatient hospital stays.
- Affordable housing.
- More recreational opportunities for people of all ages, such as bike paths and parks, as well as indoor options for seniors and bad weather.
- Local growth in jobs and industries, without sacrificing the unique feel of Mariposa County.
- More local educational opportunities and career pathways, including adult education.
- A younger, bigger population.
- Connections to needed services, especially for seniors or others who are currently isolated.



Credit: Mick Haupt

The data presented in this assessment are a combination of primary data collected from Mariposa County's population and secondary data that are publicly available. These data were presented with the goal of informing the general public of the overall health of Mariposa County. This assessment will be utilized to select specific areas of concern with opportunity for improvement in the Community Health Improvement Plan (CHIP). Utilizing data from key informant interviews, surveys, and public data sources, the CHIP process will select priorities for improvement, establish improvement plans, and implement appropriate changes to ensure that the Mariposa County community is healthy, safe, and thriving.

Resource List

Note: Many organizations offer several services and assistance. Please visit the organization's website or give them a call to learn more.

Mariposa County HHSA

Mariposa County Health & Human Services Agency https://www.mariposacounty.org 5362 Lemee Lane PO Box 99 Mariposa Ca, 95338	Offers: • Behavioral Health and Recovery Services • Welfare to Work • Veteran Services • General Assistance • Housing Programs • Child Welfare • Adult Welfare • And More!

Aging Services

Area 12 Agency on Aging https://www.area12.org/ 209-532-6272 | 800-510-2020 19074 Standard Rd Sonora, CA 95370	**DRAIL, Disability Resource Agency for Independent Living** https://www.drail.org/ 209-521-7260 Various locations: Modesto, Stockton, and Sonora
Mariposa County Senior Services https://www.mariposacounty.org/420/Senior-Services 209-966-6632 5246 Spriggs Lane PO Box 99 Mariposa, CA 95338	**Family Services** CASA of Mariposa https://www.casaofmariposa.org/ 1-209-742-4206 5075 HWY 140 Suite A Mariposa, CA 95338
Ethos Youth Center https://ethosmariposa.org/ 209-742-4256 5075 HWY 140 Suite F Mariposa, CA 95338	**First 5 Mariposa** https://www.first5mariposa.org/ 209-742-5437 5284 HWY 49 N, Suite 2 Mariposa, CA 95338
ICES, Infant Child Enrichment Services https://icesagency.org/ 209-966-4474 5060 Bullion Street Mariposa, CA 95338	**Mariposa Family Resource Center** https://mariposafrc.org/ 209-742-2225 5075 HWY 140 Suite E. Mariposa, CA 95338
Mariposa Helping Hands https://pregnancyoakhurst.org/ 209-742-5500 5072 Bullion St Suite B Mariposa, CA 95338	**Mariposa Safe Families** https://mariposasafefamilies.org/ 209-966-2211 4983 8th St. Mariposa, CA 95338
Planned Parenthood https://www.plannedparenthood.org/ 209-723-7751 3166 Collins Dr. Merced, CA 95338	**WIC, Women Infants, and Children** https://www.fns.usda.gov/wic 209-383-4859 1235 W Main St. Merced, CA 95340

Health Services

Community Health Center, Public Health
https://www.mariposacounty.org
209-966-3689
5300 HWY 49 N
Mariposa, CA 95338

Community Health Centers of America
https://www.chcahealth.org/
209-966-2344
5320 HWY 49 N Suite 1 – 3
Mariposa, CA 95338

John C Fremont Hospital
https://www.jcf-hospital.com/
209-966-3631
5189 Hospital Rd
Mariposa, CA 95338

MACT Health
https://www.macthealth.org/
209-966-0573
5192 Hospital Rd
Mariposa, CA 95338

Miwumati Family Healing Center
https://www.southernsierramiwuknation.org/miwumati
209-966-3245
4629 HWY 49 South
Mariposa, CA 95338

Housing Services

Connections Emergency Shelter
https://mariposaconnections.org/
209-966-2550
5069 Saint Andrews Rd.
Mariposa, CA 95338

Habitat for Humanity of Mariposa County
https://mariposahabitat.org/
209-966-7444
3367 Woodland Dr.
PO Box 1420
Mariposa, CA 95338

Stanislaus Regional Housing Authority
https://stanregionalha.org/
209-557-2000
1612 Sisk Rd
PO Box 581918
Modesto, CA 95358

Recovery Services

Mariposa Heritage House
https://mariposaheritagehouse.org/
209-966-7770
5200 HWY 49 North
PO Box 32
Mariposa, CA 95338

Native Solutions
https://nativesolutionscenter.com/
209-742-5095 | 559-683-5095
5320 HWY 49
Mariposa, CA 95338

Transportation

Mariposa Transportation
http://ca-mariposacounty.civicplus.com/422/Transportation
209-966-5315
5362 Lemee Ln.
Mariposa, CA 95338

YARTS
https://yarts.com/
(877) 989-2787

Veteran Services

Mariposa County Veteran Services Office
https://www.mariposacounty.org/138/Veterans-Services
209-966-3696
5158 HWY 140 Suite A
PO Box 774
Mariposa, CA 95338

Veteran Affairs (VA) Oakhurst Community Based Outpatient Clinic
https://www.va.gov/central-california-health-care/locations/oakhurst-va-clinic/
559-683-5300
40597 Westlake Dr.
Oakhurst, CA 93644

Other Services

Environmental Health
https://www.mariposacounty.org
209-966-2220
5100 Bullion St.
Mariposa, CA 95338

Alliance for Community Transformations
https://alliance4community.org/
209-742-6456
PO Box 2075
Mariposa, CA 95338

Central California Legal Services
https://centralcallegal.org/
209-386-1669 | 800-675-8001
1640 N Street, Suite 200,
Merced, CA 95340

Mariposa County Chamber of Commerce
https://www.mariposachamber.org/
209-966-2456
5158 HWY 140
PO Box 425
Mariposa, CA 95338

Mariposa County Library
https://www.mariposalibrary.org/index.html
209-966-2140
4978 10th St.
PO Box 106
Mariposa, CA 95338

Mariposa Fire Safe Council
https://www.mariposafiresafecouncil.org/
209-900-7700
PO Box 1182
Mariposa, CA 95338

Mother Lode Job Training
https://www.mljt.org/
209-938-3247
5158 HWY 140 N
Mariposa, CA 95338

Mariposa SPCA
http://mariposaspca.org/
209-966-5275
5599 HWY 49 N
PO Box 971
Mariposa, CA 95338

Valley Crisis Center
https://valleycrisiscenter.org/
209-725-7908
790 Loughborough Dr.
Merced, CA 95348

Mountain Crisis Services
https://mountaincrisisservices.org/
1-888-966-2350
5075 HWY 140 Suite C.
Mariposa, CA 95338

Manna House
209-742-7985
5127 Charles St.
Mariposa, CA 95338

References

1. *Healthy Places Index (HPI).* https://www.healthyplacesindex.org/ (accessed October 31, 2022).
2. *Health Places Index (HPI).*
3. *Health Places Index (HPI).*
4. *Health Places Index (HPI).*
5. *Health Places Index (HPI).*
6. *Health Places Index (HPI).*
7. *County Health Rankings*. County Health Rankings & Roadmaps. https://www.countyhealthrankings.org/ (accessed January 3, 2023).
8. *County Health Rankings.*
9. https://www.census.gov/quickfacts/mariposacountycalifornia (accessed January 23, 2023).
10. *U.S. Census Bureau, 2020 Quick Facts*.
11. *California State Department of Finance Projections*, cited in Clarity Social Research Group, 2017 Mariposa County Community Needs Assessment.
12. *U.S. Census Bureau, 2020 Quick Facts.*
13. *U.S. Census Bureau, 2020 Quick Facts.*
14. *U.S. Census Bureau, 2020 Quick Facts.*
15. *County Health Rankings.*
16. *California Department of Public Health, California Tobacco Control Program.* California Tobacco Facts and Figure: A Retrospective Look at 2017. Sacramento, CA: California Department of Public Health; 2018.
17. *UCLA Center for Health Policy Research.* California Health Interview Survey | UCLA Center for Health Policy Research. https://healthpolicy.ucla.edu/chis/Pages/default.aspx (accessed January 23, 2023).
18. *County Health Rankings.*
19. *UCLA Center for Health Policy Research.*
20. Population Reference Bureau (PRB). KidsData. Summary: Mariposa County. https://www.kidsdata.org/region/353/mariposa-county/summary#44/physical-health (accessed August 20,2024).
21. *County Health Rankings.*
22. *County Health Rankings.*
23. *County Health Rankings.*
24. *County Health Rankings.*
25. *County Health Rankings.*
26. *County Health Rankings.*
27. *County Health Rankings.*
28. English language arts/literacy and mathematics smarter balanced summative assessments. 2021–22 Smarter Balanced ELA and Mathematics Test Results at a Glance - CAASPP Reporting (CA Dept of Education). https://caaspp-elpac.ets.org/caaspp/DashViewReportSB?ps=true&lstTestYear=2022&lstTestType=B&lstGroup=1&lstSubGroup=1&lstSchoolType=A&lstGrade=13&lstCounty=00&lstDistrict=00000&lstSchool=0000000. Accessed January 23, 2023.
29. WestEd. California Healthy Kids Survey. California Department of Education 2019-2021 Data (January 2023)
30. WestEd. California Healthy Kids Survey. California Department of Education 2017-2019 Data (January 2021).
31. Anthony J, Muenchow S, Arellanes M, Manship K. 2016. Unmet Need for Preschool Services in California: Statewide and Local Analysis. American Institutes for Research (5115_03/16). Accessed from https://www.air.org/

sites/default/files/downloads/report/Unmet-Need-for-Preschool-Services-in-California-Statewide-and-Local-Analysis-2016.pdf
32. U.S. Census Bureau, American Community Survey (2022).
33. U.S. Department of Health & Human Services. 2022 Poverty Guidelines. https://aspe.hhs.gov/2019-poverty-guidelines
34. U.S. Department of Labor, Bureau of Labor Statistics. Local Area Unemployment Statistics (LAUS). https://www.bls.gov/lau/#cntyaa
35. *U.S. Census Bureau, 2020 Quick Facts.*
36. Self-Sufficiency Standard Tool for California. https://insightcced.org/tools-metrics/self-sufficiency-standard-tool-for-california/ Accessed January 2021.
37. *County Health Rankings.*
38. *County Health Rankings.*
39. Nancy Lewis Associates, Inc. Initial Evaluation of Mariposa County Housing Conditions. (Preliminary Report). October 2017.
40. *County Health Rankings.*
41. *County Health Rankings.*
42. *County Health Rankings.*
43. *UCLA Center for Health Policy Research.*
44. *County Health Rankings.*
45. *County Health Rankings.*
46. *County Health Rankings.*
47. *County Health Rankings.*
48. *County Health Rankings.*
49. *U.S. Census Bureau, Atkinson Index.* https://www.census.gov/topics/income-poverty/income-inequality/about/metrics/atkinson-index.html
50. *County Health Rankings.*
51. *County Health Rankings.*
52. *County Health Rankings.*
53. *County Health Rankings.*
54. *County Health Rankings.*
55. *California Asthma Dashboard. https://www.cdph.ca.gov/Programs/CCDPHP/DEODC/EHIB/CPE/Pages/CaliforniaBreathingCountyAsthmaProfiles.aspx (accessed August 25th, 2024)*
56. *Centers for Disease Control Diabetes Dashboard. https://gis.cdc.gov/grasp/diabetes/diabetesatlas-surveillance.html (accessed August 25th, 2024)*
57. *Kay, Tatjana L., Margaret C. Moulson, Simone N. Vigod, Nour Schoueri-Mychasiw, and Daisy R. Singla. "The Role of Social Support in Perinatal Mental Health and psychosocial Stimulation." The Yale Journal of Biology and Medicine 97, no. 1 (March 29, 2024): 3–16. https://doi.org/10.59249/wmge9032.*

Mariposa County Health & Human Services Agency, Public Health Branch, extends its gratitude to the Mariposa Arts Council and artists Penny Otwell and Barbara Liss for generously sharing their artwork for our Community Health Assessment. We would also like to thank numerous other photographers for the continued use of their photography over the years.

Penny Otwell
www.pennyotwell.com

Barbara L. Liss
BLissful Art
@BLissfulArtBarbara (Instagram)
https://www.facebook.com/BLissfulArtBarbara

We encourage readers to learn more about the Mariposa Arts Council at https://www.mariposaartscouncil.org/.

Mariposa
Arts Council

Mariposa County
Health & Human
Services Agency
Public Health

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-422

MEETING: October 1, 2024

TO: The Board of Supervisors

FROM: Kristina Keheley, Health and Human Services Agency Director

RE: Approve the Allocation of One (1) Senior Administrative Analyst Position; and Eliminate One (1) Program Administrator Allocation in the Health and Human Services Agency, Effective Immediately

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RECOMMENDATION AND JUSTIFICATION

Approve the Allocation of One (1) Senior Administrative Analyst Position; and Eliminate One (1) Program Administrator Allocation in the Health and Human Services Agency, Effective Immediately.

The Program Administrator position was most recently assigned to support the Director's Action Working Group (DAWG) within the Administration Division of the Health & Human Services Agency. However, due to a restructure within the Administration Division, the projects and responsibilities of the DAWG were redistributed, and the team was disbanded. As a result, the Program Administrator position is no longer needed to support the Administration Division.

HHSA Leadership has instead identified an increased need for oversight and management of the daily functions of the Behavioral Health clinic and Public Health clinic operating within the Community Health Center as part of the Health Services Division. Given the functions of the Community Health Center, the Senior Administrative Analyst position has been identified as the correct level/classification to oversee clinic staff, operations and scheduling, compliance, and training. For this reason, we are requesting approval to replace one Program Administrator Allocation in the Administration Division with one Senior Administrative Analyst allocation reporting to the Health Division within the Health & Human Services Agency.

There is sufficient funding in the current budget to cover this request for this fiscal year and no budget action is needed. The position will be included in the FY2024-2025 Health Division budget. There will be no impact on the County General Fund.

BACKGROUND AND HISTORY OF BOARD ACTIONS

Per current policy, the Board of Supervisors reviews all personnel additions or changes to allocated positions.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve and the potential negative impact on the day-to-day functions of the Community Health Center clinic and client scheduling conflicts will occur due to lack of clinic management.

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

RESOLUTION - ACTION REQUESTED 2024-423

MEETING: October 1, 2024

TO: The Board of Supervisors

FROM: Joe Lynch, County Administrative Officer

RE: Approve a Side Letter Between the County of Mariposa and the Mariposa County Managerial Confidential Organization AFSCME Local 2703 (MCMCO) to Increase the Longevity Bonus Intended to be in the Memorandum of Understanding from November 1st, 2023, to October 31st, 2025, Effective August 1st, 2024

RECOMMENDATION AND JUSTIFICATION

Approve a Side Letter Between the County of Mariposa and the Mariposa County Managerial Confidential Organization AFSCME Local 2703 (MCMCO) to Increase the Longevity Bonus Intended to be in the Memorandum of Understanding from November 1st, 2023, to October 31st, 2025, Effective August 1st, 2024.

On September 3, 2024, a Memorandum of Understanding between the County of Mariposa ("County") and the Mariposa County Managerial Confidential Organization ("MCMCO") was approved by the County Supervisors. Shortly thereafter, it was discovered that subsections 6.4.5.2.1 through 6.4.5.4 did not reflect the negotiated increase to the annual longevity pay years of 10, 15, 20, and 25, increasing $600 to $630, $850 to $893, $1,100 to $1,155, and $1,500 to $1,575 respectively. Each increase is approximately 5% above the current values. Therefore, this side letter agreement is made a part of and incorporated into the Memorandum of Understanding effective November 1, 2023, through October 31, 2025, by and between the County and MCMCO. Upon approval, the aforementioned changes will be effective retroactively starting August 1, 2024, the original agreed-upon effective date of the agreed increase.

BACKGROUND AND HISTORY OF BOARD ACTIONS

Historically, Mariposa County has entered into side letter agreements to correct errors and omissions and to revise agreements as needed.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve the proposed Side letter agreement and risk incorrectly compensating employees eligible for such payments, risking an unfair labor practice charge and subsequent additional costs.

FINANCIAL IMPACT

The financial impact of this change is minimal as the increases range from $30 to $75 and occur infrequently. Based on 2023 longevity award data, the estimated increased cost is approximately $200 to $250 annually.

ATTACHMENTS

1. MCMCO_SideLetter_09172024

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
MARIPOSA COUNTY MANAGERIAL AND CONFIDENTIAL ORGANIZATION,
AFSCME LOCAL 2703 (MCMCO)

This Side Letter of Agreement is made a part of and incorporated into the Memorandum of Understanding dated November 1, 2023, through October 31, 2025, by and between the County of Mariposa and the Mariposa County Managerial and Confidential Organization AFSCME Local 2703 (MCMCO).

Mariposa County and the MCMCO have met and conferred in good faith regarding the terms and conditions of this side letter agreement and its implementation.

WHEREAS, the County of Mariposa and the MCMCO have agreed to increase the existing continuous service longevity pay for the County as follows: $30 for ten (10) years, $43 for fifteen (15) years, $55 for twenty (20) years, and $75 for twenty-five (25) years; and

WHEREAS, the aforementioned increase was not included in the MCMCO MOU approved by the County of Mariposa on September 3, 2024, dated November 1, 2023, through October 31, 2025;

NOW, THEREFORE, effective immediately, the parties agree to the following revisions for the MOU between the County of Mariposa and MCMCO dated November 1, 2023, through October 31, 2025:

6.4.5.2.1 - For ten (10) years of continuous services, an 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 annual 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 annual 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 annual 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).

_____
Miles Menetrey, Chair
Mariposa County Board of Supervisors

_____
Rebecca Maietto, President Mariposa County Managerial and Organization AFSCME Local 2703 Confidential.

Date: _____

Date: _____

Approved As To Form:

_____
Steven W. Dahlem, County Counsel

MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING: October 1, 2024

TO: The Board of Supervisors

FROM: Joe Lynch, County Administrative Officer

RE: **CLOSED SESSION:** Conference with Labor Negotiator: Mariposa County Designated Representative (Shelline Bennett): Employee Organizations Mariposa County Deputy Sheriffs' Association (DSA) and Mariposa County Sheriffs' Management Association (SMA)

RECOMMENDATION AND JUSTIFICATION

CLOSED SESSION: Conference with Labor Negotiator: Mariposa County Designated Representative (Shelline Bennett): Employee Organizations Mariposa County Deputy Sheriffs' Association (DSA) and Mariposa County Sheriffs' Management Association (SMA)

[ ] CONFERENCE WITH LEGAL COUNSEL:

[ ] Existing Litigation:
[ ] Disclosure will jeopardize existing settlement negotiations.

[ ] Anticipated Litigation
[ ] Significant exposure to litigation pursuant to subdivision (b) of Government Code section 54956.9.
Number of cases to be discussed:

[ ] Initiating of litigation pursuant to subdivision (c) of Government Code section 54956.9.
Number of cases to be discussed:

[ ] CONFERENCE WITH COUNTY LABOR NEGOTIATOR
Name of Employee Organization:
Name of County Designated Representative:
Title(s) of unrepresented individuals with whom negotiations are being conducted:

[ ] PUBLIC EMPLOYEE EMPLOYMENT TITLE OR POSITION TO BE FILLED:
(Government Code Section 54957 (b) (1))

[ ] PUBLIC EMPLOYEE PERFORMANCE EVALUATION
Position of employee under review: (Government Code Section 54954.5)

[ ] PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE (Government Code Section 54954.5)

[X] CONFERENCE WITH COUNTY LABOR NEGOTIATOR
Name of Employee Organization(s): Mariposa County Deputy Sheriffs' Association (DSA), Mariposa County Sheriffs' Management Association (SMA)
Name of County Designated Representative: Shelline Bennett
Title(s) of unrepresented individuals with whom negotiations are being conducted: N/A

[ ] THREAT TO PUBLIC SERVICE FACILITIES
Name of the law enforcement agency involved:
Title of officer of a law enforcement agency:

[ ] LICENSE/PERMIT DETERMINATION
License or Permit applied for:
Number of license or permit applicants:
Name of applicant(s):

BACKGROUND AND HISTORY OF BOARD ACTIONS

Not Applicable

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Not Applicable

FINANCIAL IMPACT

Not Applicable

ATTACHMENTS

None

MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING: October 1, 2024

TO: The Board of Supervisors

FROM: Miles Menetrey, District V Supervisor

RE: **CLOSED SESSION:** Public Employment: Title of Position to be Filled: County Counsel

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RECOMMENDATION AND JUSTIFICATION

CLOSED SESSION: Public Employment: Title of Position to be Filled: County Counsel

[ ] CONFERENCE WITH LEGAL COUNSEL:

[ ] Existing Litigation:
[ ] Disclosure will jeopardize existing settlement negotiations.

[ ] Anticipated Litigation
[ ] Significant exposure to litigation pursuant to subdivision (b) of Government Code section 54956.9.
Number of cases to be discussed:

[ ] Initiating of litigation pursuant to subdivision (c) of Government Code section 54956.9.
Number of cases to be discussed:

[ ] CONFERENCE WITH COUNTY LABOR NEGOTIATOR
Name of Employee Organization:
Name of County Designated Representative:
Title(s) of unrepresented individuals with whom negotiations are being conducted:

[X] PUBLIC EMPLOYEE EMPLOYMENT TITLE OR POSITION TO BE FILLED: County Counsel
(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

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

FINANCIAL IMPACT

ATTACHMENTS

None

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED

MEETING: October 1, 2024

TO: The Board of Supervisors

FROM: Steve Engfer, Planning Director

RE: Authorize the County of Mariposa to Join the Statewide Community Infrastructure Program (SCIP); Authorize the California Statewide Communities Development Authority to Accept Applications from Property Owners, Conduct Special Assessment Proceedings and Levy Assessments and Special Taxes and to Form Assessment Districts and Community Facilities Districts within the Territory of the County of Mariposa; Embodying a Joint Community Facilities Agreement Setting Forth the Terms and Conditions of Community Facilities District Financings; Approving Form of Acquisition Agreement for Use When Applicable; and Authorizing Related Actions

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RECOMMENDATION AND JUSTIFICATION

Authorize the County of Mariposa to Join the Statewide Community Infrastructure Program (SCIP); Authorize the California Statewide Communities Development Authority to Accept Applications from Property Owners, Conduct Special Assessment Proceedings and Levy Assessments and Special Taxes and to Form Assessment Districts and Community Facilities Districts within the Territory of the County of Mariposa; Embodying a Joint Community Facilities Agreement Setting Forth the Terms and Conditions of Community Facilities District Financings; Approving Form of Acquisition Agreement for Use When Applicable; and Authorizing Related Actions.

The California Statewide Communities Development Authority (CSCDA) is a joint powers authority sponsored by the League of California Cities and the California State Association of Counties. There are 530 cities, counties and special districts throughout California that are members of CSCDA, including Mariposa County. The Statewide Community Infrastructure Program (SCIP) was instituted by CSCDA in 2002 to allow owners of property in participating cities and counties to finance the development related fees that would be payable by property owners upon receiving development entitlements or building permits through a pooled special assessment districts program. SCIP was expanded to include financing of public capital improvements directly in addition to just fees, and has now been further expanded to include community facilities districts (“CFDs”) and an option to finance public services in respect of stand-alone bond issues, necessary to support development in Mariposa County, as provided for in the proposed SCIP resolution. Since its inception, SCIP has issued over $1 billion in land secured special assessment and CFD bonds for development projects in California.

If a property owner applies to participate in SCIP, and the County approves the application, the selected public capital improvements, facilities and/or development-related fees owed to the County will be financed by the issuance of bonds by CSCDA. Property owners, in consultation with the County and the SCIP team, can opt to have CSCDA form either an assessment district or a community facilities

district. CSCDA determines whether the project will be included in the SCIP pool program (where no one developer within the SCIP pool is responsible for the payment related to any other project) or, depending on the projected bond sizing and other factors, implemented as a stand-alone financing. In either case, CSCDA will form the appropriate district and impose an assessment or special tax, as applicable, on the owner's property to repay the portion of the bonds issued to finance public capital improvements, facilities and/or development related fees.

With respect to the financing of development related fees, the property owner will either pay the development fees at the time of permit issuance and will be reimbursed from the SCIP bond proceeds when the SCIP bonds are issued, or the fees will be funded directly from the proceeds of the SCIP bonds. In both cases, the fees are subject to requisition by Mariposa County at any time to make authorized fee expenditures, and the County is never at risk for payment of its fees. If the property owner is required to construct improvements to be dedicated to Mariposa County, the proposed SCIP resolution includes a form of acquisition agreement to be used when such improvements are funded with SCIP bond proceeds, which outlines how a developer will be reimbursed for improvements as they are certified complete by the County.
The benefits of SCIP to the property owner include:

- Only property owners who choose to participate in the program will have assessments or special taxes imposed on their property.
- Instead of paying cash for public capital improvements and/or development related fees, the property owner receives low-cost, long-term tax-exempt financing of those fees, freeing up capital for other purposes.
- The property owner can choose to pay off the assessments or special taxes at any time.
- For home buyers, paying for the costs of public infrastructure through an assessment or special tax is superior to having those costs "rolled" into the cost of the home. Although the tax bill is higher, the amount of the mortgage is smaller, making it easier to qualify. Moreover, because the assessment/special tax financing is at tax-exempt rates, it typically comes at a lower cost than mortgage rates.
- Owners of smaller projects, both residential and commercial, can have access to tax-exempt financing of infrastructure. Before the inception of SCIP, only projects large enough to justify the formation of an assessment or community facilities district had access to tax-exempt financing. SCIP can finance projects as low as $500,000, which would not be economical on a stand-alone basis.

The benefits of SCIP to Mariposa County include:

- As in conventional assessment district and CFD financing, the County is not liable to repay the bonds issued by CSCDA or the assessments or special taxes, as applicable, imposed on the participating properties.
- CSCDA handles all district formation, district administration, bond issuance and bond administration functions. A participating city, county or special district can provide tax-exempt financing to property owners through SCIP while committing virtually no staff time to administer the program.

- Providing tax-exempt financing helps participating cities and counties cushion the impact of rising public capital improvement costs and development-related fees on new development. Many developers rely on assessment district or CFD financing through SCIP in making the decision to purchase land, thereby improving the County's competitive advantage in attracting development.
- The availability of financing will encourage developers to pull permits and pay fees in larger blocks, giving the participating city, county or special district immediate access to revenues for public infrastructure, rather than receiving a trickle of revenues stretched out over time. As part of the entitlement negotiation process, the possibility of tax-exempt financing of fees can be used to encourage a developer to pay fees up front.
- In some cases, the assessments or special taxes on successful projects can be refinanced through refunding bonds. Savings achieved through a refinancing may be directed to lower property taxes subject to applicable federal tax limitations.

The proposed SCIP resolution authorizes CSCDA to accept applications from owners of property within our planning jurisdiction to apply for tax-exempt financing of public capital improvements and development-related fees through SCIP. It also authorizes CSCDA to form assessment districts and community facilities districts within the County's boundaries, conduct assessment and special tax proceedings and levy assessments and special taxes against the property of participating owners. It approves the form of an acquisition agreement, attached to the SCIP resolution as Exhibit B, to be entered into between the County and the participating property owner/developer, if applicable, to provide the terms and conditions under which financing for public capital improvements will be provided and to establish the procedure for disbursement of bond proceeds to pay for completed facilities. It also authorizes miscellaneous related actions and makes certain findings and determinations required by law.

In addition to the funding of public capital improvements and development related fees, the proposed SCIP resolution authorizes CSCDA to form community facilities districts within the County's boundaries to levy special taxes to fund public services necessitated by new development projects, if approved by the participating property owner. Similar to the funding of public capital improvements and development related fees, once an application is received by the participating property owner and approved by the County, CSCDA handles all district formation and district administration. CSCDA will coordinate with the County annually to prepare the budget for the levy, and will levy and collect the special taxes for disbursement to the County when collected. Public services will only be included in a community facilities district formed for a stand-alone project.

BACKGROUND AND HISTORY OF BOARD ACTIONS

July 18, 2017 - Res-2017-488: Adopt the Economic Vitality Strategy Update - The Board of Supervisors adopted the Economic Vitality Strategy Update, which included Objective 1.4 to "Ensure that there is adequate capacity to accommodate a growing tourism industry" and Action Item 1.4.1 to "Expand meeting space venues and hotel accommodations to address market gaps."

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

If this resolution is not approved, CSCDA would not have the ability to offer low-interest financing to developers as part of the Statewide Community Infrastructure Program to pay for the public infrastructure and/or public benefit components that have been made conditions of development

agreements.

FINANCIAL IMPACT

None. Bond payments are assessed as special taxes against the property of SCIP participating owners.

ATTACHMENTS

1. **091824 SCIP Resolution**
2. **091824 SCIP Presentation 2024**
3. **CORRECTED - 091824 SCIP Resolution (1)**
4. **SCIP - PC - email string**
5. **SCIP - PC**

STATE OF CALIFORNIA
COUNTY OF MARIPOSA
BOARD OF SUPERVISORS

Resolution No. 24-___

AUTHORIZE THE COUNTY OF MARIPOSA TO JOIN THE STATEWIDE COMMUNITY INFRASTRUCTURE PROGRAM; AUTHORIZING THE CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY TO ACCEPT APPLICATIONS FROM PROPERTY OWNERS, CONDUCT SPECIAL ASSESSMENT PROCEEDINGS AND LEVY ASSESSMENTS AND SPECIAL TAXES AND TO FORM ASSESSMENT DISTRICTS AND COMMUNITY FACILITIES DISTRICTS WITHIN THE TERRITORY OF THE COUNTY OF MARIPOSA; EMBODYING A JOINT COMMUNITY FACILITIES AGREEMENT SETTING FORTH THE TERMS AND CONDITIONS OF COMMUNITY FACILITIES DISTRICT FINANCINGS; APPROVING FORM OF ACQUISITION AGREEMENT FOR USE WHEN APPLICABLE; AND AUTHORIZING RELATED ACTIONS

WHEREAS, the California Statewide Communities Development Authority (the "Authority") is a joint exercise of powers authority, lawfully formed and operating within the State pursuant to an agreement (the "Joint Powers Agreement") entered into as of June 1, 1988 under the authority of Title 1, Division 7, Chapter 5 (commencing with Section 6500) of the California Government Code (the "JPA Law"), the members of which include numerous cities, counties and local agencies in the State of California, including the County of Mariposa (the "Agency"); and

WHEREAS, the Joint Powers Agreement authorizes the Authority to undertake financing programs under any applicable provisions of State law to promote economic development, the stimulation of economic activity, and the increase of the tax base within the jurisdictional boundaries of its members (such members, the "Program Participants"); and

WHEREAS, as one of the Programs under the Joint Powers Agreement, the Authority has established the Statewide Community Infrastructure Program ("SCIP") to allow the financing of certain public capital improvements to be constructed by or on behalf of property owners for acquisition by the Agency or another public agency (the "Improvements") and improvements eligible for funding from certain development impact fees, capacity fees and/or other development related charges (the "Fees") levied in accordance with the Mitigation Fee Act (California Government Code Sections 66000 and following) and other authority providing for the levy of fees on new development to pay for public capital improvements (collectively, the "Fee Act") through the levy of special assessments pursuant to the Municipal Improvement Act of 1913 (Streets and Highways Code Sections 10000 and following) (the "1913 Act") and the issuance of improvement bonds (the "Improvement Bonds") under the Improvement Bond Act of 1915 (Streets and Highways Code Sections 8500 and following) (the "1915 Act") upon the security of the unpaid special assessments; and

WHEREAS, the "Mello-Roos Community Facilities Act of 1982," being Chapter 2.5, Part 1, Division 2, Title 5 (beginning with Section 53311) of the Government Code of the State (the "Mello-Roos Act") is an applicable provision of State law available to, among other things, finance public improvements and public services ("Services") necessary to meet increased demands placed upon local agencies as a result of development; and

WHEREAS, the Authority also uses SCIP to allow the financing of Fees and Improvements through the levy of special taxes and the issuance of special tax bonds (the "Special Tax Bonds" and, together with the Improvement Bonds, the "Local Obligations") under the Mello-Roos Act upon the security of the special taxes and to allow the financing of Services through the levy of special taxes under the Mello Roos Act; and

WHEREAS, the Agency desires to allow the owners of property being developed within its jurisdiction ("Participating Developers") to participate in SCIP and to allow the Authority to conduct proceedings and to form community facilities districts ("CFDs") and to issue Local Obligations under the Mello-Roos Act, as well as to conduct assessment proceedings to form assessment districts ("Assessment Districts") under the 1913 Act and to issue Local Obligations under the 1915 Act, to finance Fees levied on such properties and Improvements, provided that such Participating Developers voluntarily agree to participate and consent to the levy of the assessments or special taxes, as applicable; and

WHEREAS, the Agency desires to allow the Participating Developers to participate in SCIP and to allow the Authority to conduct proceedings and to form CFDs to levy special taxes to finance Services, provided that such Participating Developers voluntarily agree to participate and consent to the levy of such special taxes and that such CFDs are not pooled together with projects in other jurisdictions; and

WHEREAS, from time to time when eligible property owners within the jurisdiction of the Agency elect to be Participating Developers, the Authority will conduct proceedings under the 1913 Act and the Mello-Roos Act and issue Local Obligations under the 1915 Act and the Mello-Roos Act to finance Fees and Improvements and, at the conclusion of such proceedings, will levy assessments or special taxes, as applicable on such property within the territory of the Agency; and

WHEREAS, both the Authority and the Agency are "local agencies" under the Mello-Roos Act; and

WHEREAS, the Mello-Roos Act permits two or more local agencies to enter into a joint community facilities agreement to exercise any power authorized by the Mello-Roos Act; and

WHEREAS, the Agency desires to enter into such an agreement with the Authority to authorize the Authority to form CFDs from time to time within the territorial limits of the Agency to finance Fees, Improvements and Services necessitated by new development; and

WHEREAS, there has been presented to this meeting a proposed form of Resolution of Intention to be adopted by the Authority in connection with assessment proceedings (the "ROI"), a copy of which is attached hereto as Exhibit A, and the territory within which assessments may be levied for SCIP (provided that each Participating Developer consents to such assessment) shall

be coterminous with the Agency's official boundaries of record at the time of adoption of such ROI, and reference is hereby made to such boundaries for the plat or map required to be included in this Resolution pursuant to Section 10104 of the Streets and Highways Code; and

WHEREAS, there has also been presented to this meeting a proposed form of Acquisition Agreement (the "Acquisition Agreement"), a copy of which is attached hereto as Exhibit B, to be approved as to form for use with respect to any Improvements to be constructed and installed by a Participating Developer and for which the Participating Developer requests acquisition financing as part of its SCIP application; and

WHEREAS, the Agency will not be responsible for the conduct of any proceedings; the levy or collection of assessments or special taxes or any required remedial action in the case of delinquencies in such assessment or special tax payments; or the issuance, sale or administration of the Local Obligations or any other bonds issued in connection with SCIP; and

WHEREAS, the Authority periodically issues Local Obligations on behalf of the local agency participants in SCIP to provide financing for the Fees and Improvements; and

WHEREAS, where the Authority determines a project is eligible for a SCIP pooled issuance, the Authority issues revenue bonds pursuant to the Marks-Roos Local Bond Pooling Act of 1985, consisting of Article 4 (commencing with Section 6584) of Chapter 5, Division 7, Title 1 of the California Government Code (the "Marks-Roos Act") concurrently with the issuance of Local Obligations, the proceeds of which are used to purchase the Local Obligations; and

WHEREAS, pursuant to Government Code Section 6586.5, notice was published at least five days prior to the adoption of this resolution at a public hearing, which was duly conducted by this Board of Supervisors concerning the significant public benefits of SCIP and the financing of the Improvements and the public capital improvements to be paid for with the proceeds of the Fees;

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Mariposa as follows:

Section 1. This resolution shall constitute full "local approval," under Section 9 of the Joint Powers Agreement, for the issuance of bonds by the Authority in accordance herewith.

Section 2. Agency hereby consents to the conduct of proceedings by the Authority under the Mello Roos Act to form CFDs with boundaries that shall be coterminous with the Agency's official boundaries of record at the time of such proceedings or any portion thereof (the "Proposed Boundaries"), and to authorize a special tax and to issue bonds with respect thereto; provided that the Participating Developers, who shall be the legal owners of such property at the time of formation of the CFD, execute a written consent to the levy of special tax in connection with SCIP by the Authority and execute a ballot in favor of the formation of such CFD and the Mello-Roos Act.

Section 3. The Agency hereby consents to the conduct of special assessment proceedings by the Authority in connection with SCIP pursuant to the 1913 Act and the issuance

of Local Obligations under the 1915 Act on any property within the Proposed Boundaries; provided, that:

(1) Such proceedings are conducted pursuant to one or more Resolutions of Intention in substantially the form of the ROI; and

(2) The Participating Developers, who shall be the legal owners of such property at the time of the formation of the Assessment District, execute a written consent to the levy of assessments in connection with SCIP by the Authority and execute an assessment ballot in favor of such assessment in compliance with the requirements of Section 4 of Article XIIID of the State Constitution.

Section 4. This resolution sets forth the terms of a "joint community facilities agreement" (as defined in Section 53316.2 of the Mello Roos Act) between the Agency and the Authority. Adoption by the Commission of the Authority of each Resolution of Intention to form a CFD under the Mello-Roos Act to finance Agency Improvements, Agency Fees or Agency Services shall constitute acceptance of the terms hereof by the Authority with respect to such CFD. This Resolution and the Authority's Resolution of Intention for the respective CFDs shall together embody a separate and independent joint community facilities agreement, or a joint agreement to fund services, for each CFD formed by the Authority (the "Joint Agreement").

Section 5. The Board of Supervisors hereby finds and determines that this resolution and the Joint Agreement are beneficial to the residents/customers of the Agency and are in the best interests of the residents of the Agency, and of the future residents of the area within the proposed CFDs and Assessment Districts. The Agency hereby finds and declares that the issuance of revenue bonds by the Authority to purchase Local Obligations in connection with SCIP will provide significant public benefits, including without limitation, savings in effective interest rate, bond preparation, bond underwriting and bond issuance costs, and the more efficient delivery of local agency services to residential and commercial development within the Agency.

Section 6. The Authority has adopted Local Goals and Policies as required by Section 53312.7 of the Mello-Roos Act. The Agency approves the use of those Local Goals and Policies in connection with the formation of CFDs. The Agency hereby agrees that the Authority may act in lieu of the Agency under those Local Goals and Policies in forming and administering the CFDs.

Section 7. The Authority has prepared and will update from time to time the "SCIP Manual of Procedures" (the "Manual"), and the Agency will handle Fee revenues and funds for Improvements for properties participating in SCIP in accordance with the procedures set forth in the Manual.

Section 8. Pursuant to the Mello-Roos Act and this resolution, the Authority may conduct proceedings under the Mello-Roos Act to form the CFDs and to have such CFDs authorize the financing of (i) any or all of the facilities and Fees set forth on Exhibit C, attached hereto and (ii) any or all the Services set forth on Exhibit D, attached hereto. All of the facilities, whether to be financed directly or through Fees, shall be facilities that have an expected useful life of five years or longer and are facilities that the Agency or other local public agencies, as the case may be, are authorized by law to construct, own or operate, or to which they may contribute revenue.

The appropriate officials and staff of the Agency are hereby authorized and directed to cooperate with the Authority and the Authority's special tax consultant and other consultants to calculate the appropriate level of the special tax to fund the Services for each CFD in connection with initial formation and in connection with the annual levy. Exhibit C and Exhibit D may be modified from time to time by written agreement between an authorized representative of the Authority and of the Agency. The facilities are referred to herein as the "Improvements," and the Improvements to be owned by the Agency are referred to as the "Agency Improvements." The Fees paid or to be paid to the Agency are referred to as the "Agency Fees". The Services funded are referred to as the "Agency Services". The financing of the Agency Services shall only be authorized for stand-alone development projects and Local Obligations may not be issued to fund Services.

Section 9. For Improvements, Fees or Services to be owned, used or provided by another local agency (a "Third Party Local Agency"), the Authority will separately identify them in its proceedings and will enter into a joint community facilities agreement with such Third Party Local Agency as required by the Mello-Roos Act. Each joint community facilities agreement with each Third Party Local Agency will contain a provision that the Third Party Local Agency will provide indemnification to the Agency to the same extent that the Agency provides indemnification to the Third Party Local Agency under the terms of this resolution.

Section 10. The Agency acknowledges that Improvements and Fees will be funded through a CFD only if they are necessary to meet increased demands placed upon the Agency as a result of development occurring or expected to occur within the proposed CFD and Services will be funded through a CFD only if they are in addition to those provided in the territory of the CFD before the CFD was created and will not supplant existing services. In connection with the formation of each CFD, as may be required by the Authority's procedures, the Agency shall certify that such requirements are satisfied in form and substance satisfactory to the Authority.

Section 11. The Authority shall promptly transfer special tax collections for Agency Services, after payment of its own reasonable administrative costs incurred in the administration of the CFDs, to the Agency. The Authority will apply the other special tax collections initially as required by the documents under which any Local Obligations are issued; and thereafter, to the extent not provided in the Local Obligations documents, may pay its own reasonable administrative costs. The Authority will remit any special tax revenues from any particular CFD remaining after the final retirement of all related Local Obligations to the Agency and to the other local agencies in the proportions specified in the Authority's proceedings. The Agency will apply any such special tax revenues it receives for authorized Agency Improvements, Agency Fees and/or Agency Services, as applicable, and its own administrative costs only as permitted by respective CFD proceedings and by the Mello-Roos Act. The joint community facilities agreements with each Third Party Local Agency must require the Third Party Local Agency to apply the special tax revenues they receive for their authorized Improvements, Fees and/or Services under the CFDs and for their own related administrative costs only as permitted by the Mello-Roos Act.

Section 12. The Authority will administer the CFDs, including employing and paying all consultants, annually levying the special tax and all aspects of paying and administering the Local Obligations, and complying with all State and Federal requirements appertaining to the proceedings, including the requirements of the United States Internal Revenue Code. The Agency

will cooperate fully with the Authority in respect of the requirements of the Internal Revenue Code and to the extent information is required of the Agency to enable the Authority to perform its disclosure and continuing disclosure obligations with respect to the Local Obligations and any revenue bonds, although the Agency will not participate in nor be considered to be a participant in the proceedings respecting the CFDs (other than as a party to the agreement embodied by this resolution) nor will the Agency be or be considered to be an issuer of the Local Obligations nor any revenue bonds. The Authority is required to obtain a provision equivalent to this paragraph in all joint community facilities agreements with each Third Party Local Agency.

Section 13. In the event the Authority completes issuance and sale of Local Obligations, and Local Obligation proceeds become available to finance the Improvements, the Authority shall establish and maintain a special fund for each development project (the "Acquisition and Construction Fund"). The portion of Local Obligation proceeds which is intended to be utilized to finance the Improvements and Fees shall be deposited in the Acquisition and Construction Fund. The Acquisition and Construction Fund will be available both for Agency Improvements and Agency Fees and for the Improvements and Fees pertaining to each Third Party Local Agency. Subaccounts shall be created as necessary.

Section 14. As respects the Authority and each Third Party Local Agency, the Agency agrees to fully administer, and to take full governmental responsibility for, the construction or acquisition of the Agency Improvements and for the administration and expenditure of the Agency Fees, as applicable, including but not limited to environmental review, approval of plans and specifications, bid requirements, performance and payment bond requirements, insurance requirements, contract and construction administration, staking, inspection, acquisition of necessary property interests in real or personal property, the holding back and administration of retention payments, punch list administration, and the Authority and each Third Party Local Agency shall have no responsibility in that regard. The Agency reserves the right, as respects each Participating Developer, to require the Participating Developer to contract with the Agency to assume any portion or all of this responsibility. The Authority is required to obtain provisions equivalent to this paragraph in the joint community facilities agreement with each Third Party Local Agency.

Section 15. The Agency agrees to indemnify and to hold the Authority, its other members, and its other members' officers, agents and employees, and each Third Party Local Agency and their officers, agents and employees (collectively, the "Indemnified Parties") harmless from any and all claims, suits and damages (including costs and reasonable attorneys' fees) arising out of the design, engineering, construction and installation of the Agency Improvements and the improvements to be financed or acquired with the Agency Fees. The Agency reserves the right, as respects each Participating Developer, to require the Participating Developer to assume by contract with the Agency any portion or all of this responsibility. The Authority is required to obtain a provision equivalent to this paragraph in all joint community facilities agreements with each Third Party Local Agency naming the Agency and its officers, agents and employees as Indemnified Parties with respect to each Third Party Local Agency's respective Improvements and the improvements to be constructed or acquired with each Third Party Local Agency's Fees.

Section 16. As respects the Authority and each Third Party Local Agency, the Agency agrees – once the Agency Improvements are constructed according to the approved plans and

specifications, and the Agency and the Participating Developer have put in place their agreed arrangements for the funding of maintenance of the Agency Improvements – to accept ownership of the Agency Improvements, to take maintenance responsibility for the Agency Improvements, and to indemnify and hold harmless the Indemnified Parties to the extent provided in the preceding paragraph from any and all claims, etc., arising out of the use and maintenance of the Agency Improvements. The Agency reserves the right, as respects the Participating Developer, to require the Participating Developer by contract with the Agency to assume any portion or all of this responsibility. The Authority is required to obtain a provision equivalent to this paragraph in all joint community facilities agreements with each Third Party Local Agency naming the Agency and its officers, agents and employees as Indemnified Parties.

Section 17. The Agency acknowledges the requirement of the Mello-Roos Act that if the Agency Improvements are not completed prior to the adoption by the Commission of the Authority of the Resolution of Formation of the CFD for each respective development project, the Agency Improvements must be constructed as if they had been constructed under the direction and supervision, or under the authority of, the Agency. The Agency acknowledges that this means all Agency Improvements must be constructed under contracts that require the payment of prevailing wages as required by Section 1720 and following of the Labor Code of the State of California. The Authority makes no representation that this requirement is the only applicable legal requirement in this regard. The Agency reserves the right, as respects the Participating Developer, to assign appropriate responsibility for compliance with this paragraph to the Participating Developer.

Section 18. The form of the Acquisition Agreement attached hereto as Exhibit B is hereby approved, and the Chair or Vice Chair of the Board or such officer's designee (each, an "Authorized Officer") is authorized to execute, and deliver to the Participating Developer, the Acquisition Agreement on behalf of the Agency in substantially that form, with such changes as shall be approved by the Authorized Officer after consultation with the Agency Attorney and the Authority's bond counsel, such approval to be conclusively evidenced by the execution and delivery thereof.

Section 19. After completion of the Agency Improvements and appropriate arrangements for the maintenance of the Agency Improvements, or any discrete portion thereof as provided in Section 53313.51 of the Mello-Roos Act and in the Acquisition Agreement, to the satisfaction of the Agency, and in conjunction with the Agency's acceptance thereof, acquisition of the Agency Improvements shall be undertaken as provided in the Acquisition Agreement.

Section 20. The Agency hereby consents to the formation of the CFDs in accordance with this resolution and consents to the assumption of jurisdiction by the Authority for the proceedings respecting the CFDs with the understanding that the Authority will hereafter take each and every step required for or suitable for consummation of the proceedings, the levy, collection and enforcement of the special tax, and the issuance, sale, delivery and administration of the Local Obligations, all at no cost to the Agency and without binding or obligating the Agency's general fund or taxing authority.

Section 21. The terms of the Agreement embodied by this resolution may be amended by a writing duly authorized, executed and delivered by the Agency and the Authority, except that

no amendment may be made after the issuance of the Local Obligations by the Authority that would be detrimental to the interests of the bondholders without complying with all of the bondholder consent provisions for the amendment of the bond resolutions, bond indentures or like instruments governing the issuance, delivery and administration of all outstanding Local Obligations.

Section 22. Except to the extent of the indemnifications extended to each Third Party Local Agency in the Agreement embodied by this resolution, and the Agency's agreement to take responsibility for and ownership of the Agency Improvements, no person or entity, including the Participating Developer, shall be deemed to be a third party beneficiary of this resolution, and nothing in this resolution (either express or implied) is intended to confer upon any person or entity other than the Authority and the Agency (and their respective successors and assigns) any rights, remedies, obligations or liabilities under or by reason of this resolution.

Section 23. The Agency shall be identified as a third-party beneficiary of all joint community facilities agreements between the Authority and each Third Party Local Agency to the extent of the indemnification provisions and the provisions whereby each Third Party Local Agency agrees to take responsibility for and ownership of their Improvements.

Section 24. The appropriate officials and staff of the Agency are hereby authorized and directed to make SCIP applications available to all property owners who are subject to Fees for new development within the Agency and/or who are conditioned to install Improvements and/or whose plans for new development within the Agency necessitate new or increased levels of Services and to inform such owners of their option to participate in SCIP; provided, that the Authority shall be responsible for providing such applications and related materials at its own expense. The Agency shall designate appropriate staff who shall be responsible for coordination with the Authority, and shall provide the appropriate contact information to the Authority from time to time.

Section 25. The appropriate officials and staff of the Agency are hereby authorized and directed to execute and deliver such closing certificates, requisitions, agreements and related documents, including but not limited to such documents as may be required by bond counsel in connection with the participation in SCIP of any districts, authorities or other third-party entities entitled to own Improvements and/or to levy and collect Fees on new development to pay for public capital improvements within the jurisdiction of the Agency, as are reasonably required by the Authority in accordance with the Manual to implement SCIP and to evidence compliance with the requirements of federal and state law in connection with the issuance by the Authority of the Local Obligations and any other bonds for SCIP.

Section 26. This Resolution shall take effect immediately upon its adoption. The Clerk of the Board of the County of Mariposa is hereby authorized and directed to transmit a certified copy of this resolution to the Secretary of the Authority. This resolution shall remain in force with respect to any Assessment District and CFD formed until all Local Obligations have been retired and the authority to levy the special tax conferred by any CFD proceedings and to levy the assessment conferred by any assessment proceedings has ended or is otherwise terminated.

* * *

ON MOTION BY Supervisor _____, seconded by Supervisor _____, this resolution is duly passed and adopted this 1st day of October 2024 by the following vote:

AYES:
NOES:
EXCUSED:
ABSTAIN:

ATTEST:

_____
Danielle Bondshu, Clerk of the Board

_____
Miles Menetrey, Chair
Board of Supervisors

APPROVED AS TO FORM:

_____
Steven W. Dahlem, County Counsel

EXHIBIT A TO THE RESOLUTION

FORM OF RESOLUTION OF INTENTION
TO BE ADOPTED BY CSCDA

For Assessment Districts Only

RESOLUTION NO. __SCIP-

RESOLUTION OF INTENTION OF THE CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY TO FINANCE CAPITAL IMPROVEMENTS AND/OR THE PAYMENT OF DEVELOPMENT RELATED FEES FOR PUBLIC CAPITAL IMPROVEMENTS IN THE PROPOSED STATEWIDE COMMUNITY INFRASTRUCTURE PROGRAM ASSESSMENT DISTRICT NO. ___ ([*NAME OF PROJECT*]) COUNTY OF MARIPOSA, APPROVING A PROPOSED BOUNDARY MAP, MAKING CERTAIN DECLARATIONS, FINDINGS AND DETERMINATIONS CONCERNING RELATED MATTERS, AND AUTHORIZING RELATED ACTIONS IN CONNECTION THEREWITH

WHEREAS, under the authority of the Municipal Improvement Act of 1913 (the "1913 Act"), being Division 12 (commencing with Sections 10000 and following) of the California Streets and Highways Code (the "Code"), the Commission (the "Commission") of the California Statewide Communities Development Authority (the "Authority") intends to finance, through its Statewide Community Infrastructure Program, the payment of certain development impact fees, capacity fees and/or other development related charges for public improvements (the "Improvement Fees") and/or to finance certain public capital improvements to be constructed by or on behalf of the property owner(s) and to be acquired by the [City/County of __] or another local agency (the "Improvements") as described in Exhibit A attached hereto and by this reference incorporated herein, all of which are of benefit to the property within the proposed Statewide Community Infrastructure Program Assessment District No. ___ ([*name of project*]) County of Mariposa (the "Assessment District");

WHEREAS, the Commission finds that the land specially benefited by the Improvements and/or the Improvement Fees is shown within the boundaries of the map entitled "Proposed Boundaries of California Statewide Communities Development Authority Statewide Community Infrastructure Program Assessment District No. ___ ([*name of project*]) County of Mariposa, State of California," a copy of which map is on file with the Secretary and presented to this Commission meeting, and determines that the land within the exterior boundaries shown on the map shall be designated "Statewide Community Infrastructure Program Assessment District No. ___ ([*name of project*]) County of Mariposa, State of California";

WHEREAS, the County of Mariposa is a member of the Authority and has approved the adoption on its behalf of this Resolution of Intention and has consented to the levy of the assessments in the Assessment District;

NOW, THEREFORE, BE IT RESOLVED that the Commission of the California Statewide Communities Development Authority hereby finds, determines and resolves as follows:

Section 1. The above recitals are true and correct.

Section 2. Pursuant to Section 2961 of the Special Assessment Investigation, Limitation and Majority Protest Act of 1931 (the "1931 Act"), being Division 4 (commencing with Section 2800) of the

Code, the Commission hereby declares its intent to comply with the requirements of the 1931 Act by complying with Part 7.5 thereof.

Section 3. The Commission has designated a registered, professional engineer as Engineer of Work for this project, and hereby directs said firm to prepare the report containing the matters required by Sections 2961(b) and 10204 of the Code, as supplemented by Section 4 of Article XIIID of the California Constitution.

Section 4. The proposed boundary map of the Assessment District is hereby approved and adopted. Pursuant to Section 3111 of the Code, the Secretary of the Authority is directed to file a copy of the map in the office of the County Recorder of the [County of _____] within fifteen (15) days of the adoption of this resolution.

Section 5. The Commission determines that the cost of financing the Improvements and/or the payment of the Improvement Fees shall be specially assessed against the lots, pieces or parcels of land within the Assessment District benefiting from the financing of the Improvements and/or the payment of the Improvement Fees. The Commission intends to levy a special assessment upon such lots, pieces or parcels in accordance with the special benefit to be received by each such lot, piece or parcel of land, respectively, from the financing of the Improvements and/or the payment of the Improvement Fees.

Section 6. The Commission intends, pursuant to subparagraph (f) of Section 10204 of the Code, to provide for an annual assessment upon each of the parcels of land in the proposed Assessment District to pay various costs and expenses incurred from time to time by the Authority and not otherwise reimbursed to the Authority which result from the administration and collection of assessment installments or from the administration or registration of the improvement bonds and the various funds and accounts pertaining thereto.

Section 7. Bonds representing unpaid assessments, and bearing interest at a rate not to exceed twelve percent (12%) per annum, will be issued in the manner provided by the Improvement Bond Act of 1915 (Division 10 of the Code), and the last installment of the bonds shall mature not to exceed twenty-nine (29) years from the second day of September next succeeding twelve (12) months from their date.

Section 8. The procedure for the collection of assessments and advance retirement of bonds under the Improvement Bond Act of 1915 shall be as provided in Part 11.1 thereof.

Section 9. Neither the Authority nor any member agency thereof will obligate itself to advance available funds from its or their own funds or otherwise to cure any deficiency which may occur in the bond redemption fund. A determination not to obligate itself shall not prevent the Authority or any such member agency from, in its sole discretion, so advancing funds.

Section 10. The amount of any surplus remaining in the improvement fund after acquisition of the Improvements and/or payment of Improvement Fees and all other claims shall be distributed in accordance with the provisions of Section 10427.1 of the Code.

Section 11. To the extent any Improvement Fees are paid to the Authority in cash with respect to property within the proposed Assessment District prior to the date of issuance of the bonds, the amounts so paid shall be reimbursed from the proceeds of the bonds to the property owner or developer that made the payment.

PASSED AND ADOPTED by the California Statewide Communities Development Authority this ___ day of _____, 20__.

I, the undersigned, an Authorized Signatory of the California Statewide Communities Development Authority, DO HEREBY CERTIFY that the foregoing resolution was duly adopted by the Commission of the Authority at a duly called meeting of the Commission of the Authority held in accordance with law on _____ __ , 20__.

By _____
Authorized Signatory
California Statewide Communities
Development Authority

EXHIBIT A TO THE RESOLUTION OF INTENTION

DESCRIPTION OF WORK

The payment of development impact fees, capacity fees and/or other development related charges levied within the Assessment District and/or public capital improvements to be acquired and owned by the County of Mariposa or another local agency upon or for the benefit of parcels within the Assessment District, for the project known as [*Project Name*], which are authorized to be financed pursuant to the Municipal Improvement Act of 1913 and as to which the owners of the applicable parcels within the Assessment District have applied for participation in SCIP, as more particularly described below.

PAYMENT OF IMPACT FEES, CAPACITY FEES AND/OR OTHER DEVELOPMENT RELATED CHARGES

CAPITAL IMPROVEMENTS*

**Capital improvements includes funding for incidental costs associated with the capital improvements, including but not limited to, contingency, design, engineering, and construction management*

[*End of Form of Resolution of Intention*]

EXHIBIT B TO THE RESOLUTION

FORM OF ACQUISITION AGREEMENT

CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY

STATEWIDE COMMUNITY INFRASTRUCTURE PROGRAM

ACQUISITION AGREEMENT

BY AND BETWEEN

COUNTY OF MARIPOSA

AND

[DEVELOPER]

Dated as of _____, 20__

ACQUISITION AGREEMENT

Recitals

A. The parties to this Acquisition Agreement (the "Agreement") are the COUNTY OF MARIPOSA, (the "Local Agency"), and [DEVELOPER], a [*indicate type of legal entity*] (the "Developer").

B. The effective date of this Agreement is _____, 20__.

C. The Developer has applied for the financing of, among other things, certain public capital improvements to be owned by the Local Agency (collectively, the "Acquisition Improvements") through the California Statewide Communities Development Authority (the "Authority") and its Statewide Community Infrastructure Program ("SCIP"). [*For CFDS*:][The Acquisition Improvements are to be owned and operated by the Local Agency, and the financing is to be accomplished through a community facilities district which will be administered by the Authority under and pursuant to the Mello-Roos Community Facilities Act of 1982 – California Government Code Sections 53311 and following (the "Act"). On [_____], 20[_], the Local Agency entered into a Joint Community Facilities Agreement authorizing the Authority to form a community facilities district (the "District") within the territorial limits of the Local Agency to finance, among other things, the Acquisition Improvements. On [_____], 20[_], the Authority formed the District and, on the same date, a landowner election was conducted in which all of the votes were cast unanimously in favor of conferring the District authority on the Authority Commission.] [*For Assessment Districts*:][The Acquisition Improvements are to be owned and operated by the Local Agency, and the financing is to be accomplished through an assessment district (the "District") which will be administered by the Authority under and pursuant to Municipal Improvement Act of 1913 (Streets and Highways Code Sections 10000 and following) (the "1913 Act") and the issuance of improvement bonds (the "Local Obligations") under the Improvement Bond Act of 1915 (Streets and Highways Code Sections 8500 and following) (the "1915 Act" and, together with the "1913 Act" the "Act").]

D. The administration, payment and reimbursement of the capital facilities fees is agreed to be governed by the provisions of the SCIP Manual of Procedures as it may be amended from time to time. The administration, payment and reimbursement of the Acquisition Improvements shall be as provided herein.

E. Under SCIP, the Authority intends to levy [assessments] [special taxes] and issue bonds, in one or more series, to fund, among other things, all or a portion of the costs of the Acquisition Improvements. The portion of the proceeds of the [special taxes and] bonds allocable to the cost of the Acquisition Improvements, together with interest earned thereon, is referred to herein as the "Available Amount".

F. The Authority will provide financing for the acquisition by the Local Agency of the Acquisition Improvements and the payment of the Acquisition Price (as defined herein) of the Acquisition Improvements from the Available Amount. Attached hereto as Exhibit A is a description of the Acquisition Improvements, which includes authorized discrete and usable portions, if any, of the public capital improvements, [pursuant to Section 53313.51 of the Act,] to

be acquired from the Developer.

G. The parties anticipate that, upon completion of the Acquisition Improvements and subject to the terms and conditions of this Agreement, the Local Agency will acquire such completed Acquisition Improvements with the Available Amount.

H. Any and all monetary obligations of the Local Agency arising out of this Agreement are the special and limited obligations of the Local Agency payable only from the Available Amount, and no other funds whatsoever of the Local Agency shall be obligated therefor.

I. Attached to this Agreement are Exhibit A (*Acquisition Improvements and the Eligible Portions thereof*) and Exhibit B (*Form of Requisition*), which are incorporated into this Agreement for all purposes.

In consideration of Recitals A through I, inclusive, and the mutual covenants, undertakings and obligations set forth below, the Local Agency and the Developer agree as stated below.

Agreement

ARTICLE I

DEFINITIONS; DISTRICT FORMATION AND FINANCING PLAN

Section 1.01. Definitions. As used herein, the following capitalized terms shall have the meanings ascribed to them below:

"Acceptable Title" means free and clear of all monetary liens, encumbrances, assessments, whether any such item is recorded or unrecorded, and taxes, except those items which are reasonably determined by the Local Agency Engineer not to interfere with the intended use and therefore are not required to be cleared from the title.

"Acquisition and Construction Fund" means the "County of Mariposa Acquisition and Construction Fund" established by the Authority pursuant to Section 1.03 hereof for the purpose of paying the Acquisition Price of the Acquisition Improvements and which fund may be held as a subaccount within a fund established under the Authority Trust Agreement and may be commingled with acquisition and construction fund monies available for other public capital improvements.

"Acquisition Improvement" shall have the meaning assigned to such term in the recitals and are further described in Exhibit A.

"Acquisition Price" means the total amount eligible to be paid to the Developer upon acquisition of an Acquisition Improvement as provided in Section 2.03 not to exceed the Actual Cost of the Acquisition Improvement.

"Act" has the meaning ascribed thereto in Recital C.

"Actual Cost" means the total cost of an Acquisition Improvement, as documented by the Developer to the satisfaction of the Local Agency and as certified by the Local Agency Engineer in an Actual Cost Certificate including, without limitation, (a) the Developer's cost of constructing such Acquisition Improvement including grading, labor, material and equipment costs, (b) the Developer's cost of designing and engineering the Acquisition Improvement, preparing the plans and specifications and bid documents for such Acquisition Improvement, and the costs of inspection, materials testing and construction staking for such Acquisition Improvement, (c) the Developer's cost of any performance, payment and maintenance bonds and insurance, including title insurance, required hereby for such Acquisition Improvement, (d) the Developer's cost of any real property or interest therein that is either necessary for the construction of such Acquisition Improvement (e.g., temporary construction easements, haul roads, etc.), or is required to be conveyed with such Acquisition Improvement in order to convey Acceptable Title thereto to the Local Agency or its designee, (e) the Developer's cost of environmental evaluation or mitigation required for such Acquisition Improvement, (f) the amount of any fees actually paid by the Developer to governmental agencies in order to obtain permits, licenses or other necessary governmental approvals and reviews for such Acquisition Improvement, (g) the Developer's cost for construction and project management, administration and supervision services for such Acquisition Improvement, (h) the Developer's cost for professional services related to such Acquisition Improvement, including engineering, accounting, legal, financial, appraisal and similar professional services, and (i) the costs of construction financing incurred by the Developer with respect to such Acquisition Improvement.

"Actual Cost Certificate" means a certificate prepared by the Developer detailing the Actual Cost of an Acquisition Improvement, or an Eligible Portion thereof, to be acquired hereunder, as may be revised by the Local Agency Engineer pursuant to Section 2.03.

"Agreement" means this Acquisition Agreement, dated as of [_____], 20[_].

"Authority" means the California Statewide Communities Development Authority.

"Authority Trust Agreement" means a Trust Agreement entered into by the Authority and an Authority Trustee in connection with the issuance of bonds.

"Authority Trustee" means the financial institution identified as trustee in an Authority Trust Agreement.

"Available Amount" shall have the meaning assigned to the term in Recital E.

"Bonds" means bonds or other indebtedness issued by the Authority as tax-exempt or taxable bonds or other indebtedness, in one or more series, that is to be repaid by the District.

"Code" means the Streets and Highways Code or the Government Code of the State of California, as applicable.

"Developer" means [*Developer*], its successors and assigns.

"Disbursement Request Form" means a requisition for payment of funds from the Acquisition and Construction Fund for an Acquisition Improvement, or an Eligible Portion thereof

in substantially the form contained in Exhibit B hereto.

"District" shall have the meaning assigned to the term in Recital C.

"Eligible Portion" shall have the meaning ascribed to it in Section 2.03 below.

"Installment Payment" means an amount equal to ninety percent (90%) of the Actual Cost of an Eligible Portion.

"Local Agency" means the County of Mariposa.

"Local Agency Engineer" means the Engineer of the Local Agency or his/her designee who will be responsible for administering the acquisition of the Acquisition Improvements hereunder.

"Project" means the Developer's development of the property in the District, including the design and construction of the Acquisition Improvements and the other public and private improvements to be constructed by the Developer within the District.

["Special Taxes" means annual special taxes, and prepayments thereof, authorized by the District to be levied by the Commission of the Authority.]

"Title Documents" means, for each Acquisition Improvement acquired hereunder, a grant deed or similar instrument necessary to transfer title to any real property or interests therein (including easements), or an irrevocable offer of dedication of such real property with interests therein necessary to the operation, maintenance, rehabilitation and improvement by the Local Agency of the Acquisition Improvement (including, if necessary, easements for ingress and egress) and a bill of sale or similar instrument evidencing transfer of title to the Acquisition Improvement (other than said real property interests) to the Local Agency, where applicable.

Section 1.02. Participation in SCIP. The Local Agency has adopted a resolution authorizing the Authority to accept applications from time to time of developers within the Local Agency's jurisdictional boundaries. Developer has applied for financing through SCIP of the Acquisition Improvements, and such application has been approved by the Local Agency. [*For CFDs:*][The terms of a joint community facilities agreement identifying the Acquisition Improvements and the terms and conditions for the District were embodied within the Local Agency Resolution and were accepted by the Authority with respect to the District.] Developer and Local Agency agree that until and unless such financing is completed by the Authority and the Available Amount is deposited in the Acquisition and Construction Fund (as defined in Section 1.03 below), neither the Developer nor the Local Agency shall have any obligations under this Agreement. Developer agrees to cooperate with the Local Agency and the Authority in the completion of SCIP financing for the Acquisition Improvements.

Section 1.03. Deposit and Use of Available Amount.

(a) Upon completion of the SCIP financing, the Available Amount will be deposited by the Authority in the Acquisition and Construction Fund.

(b) The Authority will cause the Authority Trustee to establish and maintain an account (the "Acquisition and Construction Fund") for the purpose of holding all funds for the Acquisition Improvements. All earnings on amounts in the Acquisition and Construction Fund shall remain in the Acquisition and Construction Fund for use as provided herein and pursuant to the Authority Trust Agreement. Money in the Acquisition and Construction Fund shall be available to respond to delivery of a Disbursement Request Form and to be paid to the Developer or its designee to pay the Acquisition Price of the Acquisition Improvements, as specified in Article II hereof. Upon completion of all of the Acquisition Improvements and the payment of all costs thereof, any remaining funds in the Acquisition and Construction Fund (less any amount determined by the Local Agency as necessary to reserve for claims against the account) (i) shall be applied to pay the costs of any additional Acquisition Improvements eligible for acquisition with respect to the Project as approved by the Authority and, to the extent not so used, (ii) shall be applied by the Authority [to call Bonds or to reduce Special Taxes as the Authority shall determine][as provided in Section 10427.1 of the Code to pay a portion of the assessments levied on the Project property in the District].

Section 1.04. No Local Agency Liability; Local Agency Discretion; No Effect on Other Agreements. In no event shall any actual or alleged act by the Local Agency or any actual or alleged omission or failure to act by the Local Agency with respect to SCIP subject the Local Agency to monetary liability therefor. Further, nothing in this Agreement shall be construed as affecting the Developer's or the Local Agency's duty to perform their respective obligations under any other agreements, public improvement standards, land use regulations or subdivision requirements related to the Project, which obligations are and shall remain independent of the Developer's and the Local Agency's rights and obligations under this Agreement.

ARTICLE II

DESIGN, CONSTRUCTION AND ACQUISITION OF ACQUISITION IMPROVEMENTS

Section 2.01. Letting and Administering Design Contracts. The parties presently anticipate that the Developer has awarded and administered or will award and administer engineering design contracts for the Acquisition Improvements to be acquired from Developer. All eligible expenditures of the Developer for design engineering and related costs in connection with the Acquisition Improvements (whether as an advance to the Local Agency or directly to the design consultant) shall be reimbursed at the time of acquisition of such Acquisition Improvements. The Developer shall be entitled to reimbursement for any design costs of the Acquisition Improvements only out of the Acquisition Price as provided in Section 2.03 and shall not be entitled to any payment for design costs independent of or prior to the acquisition of Acquisition Improvements.

Section 2.02. Letting and Administration of Construction Contracts; Indemnification. State law requires that all Acquisition Improvements not completed prior to the formation of the District shall be constructed as if they were constructed under the direction and supervision, or under the authority, of the Local Agency. In order to assure compliance with those provisions, except for any contracts entered into prior to the date hereof, Developer agrees to comply with any applicable requirements of the Local Agency with respect to the bidding and

contracting for the construction of the Acquisition Improvements. The Developer agrees that all the contracts shall call for payment of prevailing wages as required by the Labor Code of the State of California. The Developer's indemnification obligation set forth in Section 3.01 of this Agreement shall also apply to any alleged failure to comply with the requirements of this Section, and/or applicable State laws regarding public contracting and prevailing wages.

Section 2.03. Sale of Acquisition Improvements. The Developer agrees to sell to the Local Agency each Acquisition Improvement to be constructed by Developer (including any rights-of-way or other easements necessary for the Acquisition Improvements, to the extent not already publicly owned), when the Acquisition Improvement has been constructed and is complete to the satisfaction of the Local Agency for an amount not to exceed the lesser of (i) the Available Amount or (ii) the Actual Cost of the Acquisition Improvement. Exhibit A, attached hereto and incorporated herein, contains a list of the Acquisition Improvements. Portions of an Acquisition Improvement eligible for Installment Payments prior to completion of the entire Acquisition Improvement are described as eligible, discrete and usable portions in Exhibit A (each, an "Eligible Portion"). At the time of completion of each Acquisition Improvement, or Eligible Portion thereof, the Developer shall deliver to the Local Agency Engineer a written request for acquisition, accompanied by an Actual Cost Certificate, and by executed Title Documents for the transfer of the Acquisition Improvement where necessary. In the event that the Local Agency Engineer finds that the supporting paperwork submitted by the Developer fails to demonstrate the required relationship between the subject Actual Cost and eligible work, the Local Agency Engineer shall advise the Developer that the determination of the Actual Cost (or the ineligible portion thereof) has been disallowed and shall request further documentation from the Developer. If the further documentation is still not adequate, the Local Agency Engineer may revise the Actual Cost Certificate to delete any disallowed items and the determination shall be final and conclusive.

Certain soft costs for the Acquisition Improvements, such as civil engineering, may have been incurred pursuant to single contracts that include work relating also to the private portions of the Project. In those instances, the total costs under such contracts will be allocated to each Acquisition Improvement as approved by the Local Agency Engineer. Where a specific contract has been awarded for design or engineering work relating solely to an Acquisition Improvement, one hundred percent (100%) of the costs under the contract will be allocated to that Acquisition Improvement. Amounts allocated to an Acquisition Improvement will be further allocated among the Eligible Portions of that Acquisition Improvement, if any, in the same proportion as the amount to be reimbursed for hard costs for each Eligible Portion bears to the amount to be reimbursed for hard costs for the entire Acquisition Improvement. Costs will be allocated to each Acquisition Improvement as approved by the Local Agency Engineer. The costs of certain environmental mitigation required to mitigate impacts of the public and private portions of the Project will be allocated to each Acquisition Improvement as approved by the Local Agency Engineer.

In the event that the Actual Cost is in excess of the Available Amount, the Local Agency shall withdraw the Available Amount from the Acquisition and Construction Fund and transfer said amount to the Developer. In the event that the Actual Cost is less than the Available Amount, the Local Agency shall withdraw an amount from the Acquisition and Construction Fund equal to the Actual Cost, and shall transfer said amount to the Developer. Any amounts then remaining in the Acquisition and Construction Fund shall be applied as provided in Section 1.03.

In no event shall the Local Agency be required to pay the Developer more than the amount on deposit in the Acquisition and Construction Fund at the time such payment is requested.

Section 2.04. Conditions Precedent to Payment of Acquisition Price. Payment to the Developer or its designee of the Acquisition Price for an Acquisition Improvement from the Acquisition and Construction Fund shall in every case be conditioned first upon the determination of the Local Agency Engineer, pursuant to Section 2.03, that the Acquisition Improvement satisfies all Local Agency regulations and ordinances and is otherwise complete and ready for acceptance by the Local Agency, and shall be further conditioned upon satisfaction of the following additional conditions precedent:

(a) The Developer shall have provided the Local Agency with lien releases or other similar documentation satisfactory to the Local Agency Engineer as evidence that none of the property (including any rights-of-way or other easements necessary for the operation and maintenance of the Acquisition Improvement, to the extent not already publicly owned) comprising the Acquisition Improvement, and the property which is subject to the [assessments/Special Taxes] of the District, is not subject to any prospective mechanics lien claim respecting the Acquisition Improvements.

(b) All due and payable property taxes, and installments of [assessments/Special Taxes] shall be current on property owned by the Developer or under option to the Developer that is subject to the lien of the District.

(c) The Developer shall certify that it is not in default with respect to any loan secured by any interest in the Project.

(d) The Developer shall have provided the Local Agency with Title Documents needed to provide the Local Agency with title to the site, right-of-way, or easement upon which the subject Acquisition Improvements are situated. All such Title Documents shall be in a form acceptable to the Local Agency (or applicable governmental agency) and shall convey Acceptable Title. The Developer shall provide a policy of title insurance as of the date of transfer in a form acceptable to the Local Agency Engineer insuring the Local Agency as to the interests acquired in connection with the acquisition of any interest for which such a policy of title insurance is not required by another agreement between the Local Agency and the Developer. Each title insurance policy required hereunder shall be in the amount equal to or greater than the Acquisition Price.

Section 2.05. SCIP Requisition. Upon a determination by the Local Agency Engineer to pay the Acquisition Price of the Acquisition Improvements pursuant to Section 2.04, the Local Agency Engineer shall cause a SCIP Requisition to be submitted to the Program Administrator. The Program Administrator will review the SCIP Requisition and forward it with instructions to the Authority Trustee and the Authority Trustee shall make payment directly to the Developer of such amount pursuant to the Authority Trust Agreement. The Local Agency and the Developer acknowledge and agree that the Authority Trustee shall make payment strictly in accordance with the SCIP Requisition and shall not be required to determine whether or not the Acquisition Improvements have been completed or what the Actual Costs may be with respect to such Acquisition Improvements. The Authority Trustee shall be entitled to rely on the SCIP Requisition on its face without any further duty of investigation.

ARTICLE III

MISCELLANEOUS

Section 3.01. Indemnification and Hold Harmless. The Developer hereby assumes the defense of, and indemnifies and saves harmless the Local Agency, the Authority, and each of its respective officers, directors, employees and agents, from and against all actions, damages, claims, losses or expenses of every type and description to which they may be subjected or put, by reason of, or resulting from or alleged to have resulted from the acts or omissions of the Developer or its agents and employees in the performance of this Agreement, or arising out of any contract for the design, engineering and construction of the Acquisition Improvements or arising out of any alleged misstatements of fact or alleged omission of a material fact made by the Developer, its officers, directors, employees or agents to the Authority's underwriter, financial advisor, appraiser, district engineer or bond counsel or regarding the Developer, its proposed developments, its property ownership and its contractual arrangements contained in the official statement relating to the SCIP financing (provided that the Developer shall have been furnished a copy of such official statement and shall not have objected thereto); and provided, further, that nothing in this Section 3.01 shall limit in any manner the Local Agency's rights against any of the Developer's architects, engineers, contractors or other consultants. Except as set forth in this Section 3.01, no provision of this Agreement shall in any way limit the extent of the responsibility of the Developer for payment of damages resulting from the operations of the Developer, its agents and employees. Nothing in this Section 3.01 shall be understood or construed to mean that the Developer agrees to indemnify the Local Agency, the Authority or any of its respective officers, directors, employees or agents, for any negligent or wrongful acts or omissions to act of the Local Agency, Authority, its officers, employees, agents or any consultants or contractors.

Section 3.02. Audit. The Local Agency shall have the right, during normal business hours and upon the giving of ten days' written notice to the Developer, to review all books and records of the Developer pertaining to costs and expenses incurred by the Developer (for which the Developer seeks reimbursement) in constructing the Acquisition Improvements.

Section 3.03. Cooperation. The Local Agency and the Developer agree to cooperate with respect to the completion of the SCIP financing for the Acquisition Improvements. The Local Agency and the Developer agree to meet in good faith to resolve any differences on future matters which are not specifically covered by this Agreement.

Section 3.04. General Standard of Reasonableness. Any provision of this Agreement which requires the consent, approval or acceptance of either party hereto or any of their respective employees, officers or agents shall be deemed to require that such consent, approval or acceptance not be unreasonably withheld or delayed, unless such provision expressly incorporates a different standard. The foregoing provision shall not apply to provisions in the Agreement which provide for decisions to be in the sole discretion of the party making the decision.

Section 3.05. Third Party Beneficiaries. The Authority and its officers, employees, agents or any consultants or contractors are expressly deemed third party beneficiaries of this Agreement with respect to the provisions of Section 3.01. It is expressly agreed that, except for the Authority with respect to the provisions of Section 3.01, there are no third party

beneficiaries of this Agreement, including without limitation any owners of bonds, any of the Local Agency's or the Developer's contractors for the Acquisition Improvements and any of the Local Agency's, the Authority's or the Developer's agents and employees.

Section 3.06. Conflict with Other Agreements. Nothing contained herein shall be construed as releasing the Developer or the Local Agency from any condition of development or requirement imposed by any other agreement between the Local Agency and the Developer, and, in the event of a conflicting provision, such other agreement shall prevail unless such conflicting provision is specifically waived or modified in writing by the Local Agency and the Developer.

Section 3.07. Notices. All invoices for payment, reports, other communication and notices relating to this Agreement shall be delivered (via mail or electronic mail) to:

If to the Local Agency:

County of Mariposa
[*Address to come*]
[*Email to come*]

If to the Developer:

[Developer]
[*Address to come*]
[*Email to come*]

Either party may change its address by giving notice in writing to the other party.

Section 3.08. Severability. If any part of this Agreement is held to be illegal or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall be given effect to the fullest extent reasonably possible.

Section 3.09. Governing Law. This Agreement and any dispute arising hereunder shall be governed by and interpreted in accordance with the laws of the State of California.

Section 3.10. Waiver. Failure by a party to insist upon the strict performance of any of the provisions of this Agreement by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Agreement.

Section 3.11. Singular and Plural; Gender. As used herein, the singular of any word includes the plural, and terms in the masculine gender shall include the feminine.

Section 3.12. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original.

Section 3.13. Successors and Assigns. This Agreement is binding upon the heirs, assigns and successors-in-interest of the parties hereto. The Developer may not assign its rights or obligations hereunder, except to successors-in-interest to the property within the District, without the prior written consent of the Local Agency.

Section 3.14. Remedies in General. It is acknowledged by the parties that the Local Agency would not have entered into this Agreement if it were to be liable in damages under or with respect to this Agreement or the application thereof, other than for the payment to the Developer of any (i) moneys owing to the Developer hereunder, or (ii) moneys paid by the Developer pursuant to the provisions hereof which are misappropriated or improperly obtained, withheld or applied by the Local Agency.

In general, each of the parties hereto may pursue any remedy at law or equity available for the breach of any provision of this Agreement, except that the Local Agency shall not be liable in damages to the Developer, or to any assignee or transferee of the Developer other than for the payments to the Developer specified in the preceding paragraph. Subject to the foregoing, the Developer covenants not to sue for or claim any damages for any alleged breach of, or dispute which arises out of, this Agreement.

[*The remainder of this page intentionally left blank*]

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

COUNTY OF MARIPOSA

By: .....
Authorized Officer

[DEVELOPER],
a [here indicate type of legal entity]

By: .....
Signature

.....
Print Name

Exhibit A to the Acquisition Agreement

DESCRIPTION OF ACQUISITION IMPROVEMENTS AND BUDGETED AMOUNTS

[*To be completed based on Final Engineer's Report/developer's budget and cash flows*]

Funding includes amounts for incidental costs associated with the capital improvements, including, but not limited to, contingency, design, engineering, and construction management.

ACQUISITION IMPROVEMENTS	TOTAL AMOUNT*
[_]	$[_]
[_]	$[_]

* Estimated. Acquisition Price will be determined based on Actual Cost as further described in this Acquisition Agreement.

Exhibit B to the Acquisition Agreement

FORM OF SCIP REQUISITION

To: BLX Group LLC
SCIP Program Administrator
355 South Grand Avenue, Suite 2700
Los Angeles, California 90071
Attention: Vo Nguyen
Fax: 213-612-2499

Re: Statewide Community Infrastructure Program

The undersigned, a duly authorized officer of the COUNTY OF MARIPOSA hereby requests a withdrawal from the [DEVELOPER] ACQUISITION AND CONSTRUCTION FUND, as follows:

Request Date:	[Insert Date of Request]
Name of Developer:	[Developer]
Withdrawal Amount:	[Insert Acquisition Price]
Acquisition Improvements:	[Insert Description of Acquisition Improvement(s) from Ex. A]
Payment Instructions:	[Insert Wire Instructions or Payment Address for Developer]

The undersigned hereby certifies as follows:

1. The Withdrawal is being made in accordance with a permitted use of such monies pursuant to the Acquisition Agreement, and the Withdrawal is not being made for the purpose of reinvestment.

2. None of the items for which payment is requested have been reimbursed previously from other sources of funds.

3. If the Withdrawal Amount is greater than the funds held in the Acquisition and Construction Fund, the SCIP Program Administrator is authorized to amend the amount requested to be equal to the amount of such funds.

COUNTY OF MARIPOSA

By: _____

Title: _____

EXHIBIT C TO THE RESOLUTION

ELIGIBLE FACILITIES AND FEES

Eligible facilities and fees that may be financed by a CFD formed by CSCDA through SCIP include all improvements and fees authorized under the Mello-Roos Act, including but not limited to the following:

Transportation Improvements

Eligible roadway improvements include, but are not limited to: acquisition of land and easements; roadway design; project management; bridge crossings and culverts; clearing, grubbing, and demolition; grading, soil import/export, paving (including slurry seal), and decorative/enhanced pavement concrete and/or pavers; joint trenches, underground utilities and undergrounding of existing utilities; dry utilities and appurtenances; curbs, gutters, sidewalks, bike trails (including onsite and off-site), enhanced fencing, and access ramps; street lights, signalization, and traffic signal control systems; bus turnouts; signs and striping; erosion control; median and parkway landscaping and irrigation; entry monumentation; bus shelters, bus and transit improvements including transfer stations and regional public transit improvements; masonry walls; traffic control and agency fees; and other improvements related thereto. Eligible improvements for the roads listed herein also include any and all necessary underground potable and recycled water, sanitary sewer, and storm drainage system improvements.

Water System Improvements

Authorized facilities include any and all water facilities designed to meet the needs of development within the CFD. These facilities include, but may not be limited to: water storage, treatment and distribution facilities including waterlines and appurtenances, gate valves, pressure reducing stations, flow meters, fire hydrants, and other improvements related thereto such as site clearing, grading and paving; curbs and gutters; booster pump stations & power; stand-by generators; site lighting, drainage, sanitary sewer, and water service; landscaping and irrigation; access gates, and fencing; and striping and signage.

Recycled Water System Improvements

Authorized facilities include any and all recycled water system facilities designed to meet the needs of development within the CFD. These facilities include, but may not be limited to: treatment and distribution facilities including pipelines and appurtenances, gate valves, flow meters, booster pump pressurization system, and other improvements related thereto - such as site clearing, grading and paving; curbs and gutters; booster pump stations; stand-by generators; site lighting, drainage, sanitary sewer, and water service; landscaping and irrigation; access gates, and fencing; and striping and signage.

Drainage System Improvements

Authorized facilities include any and all drainage and storm drain improvements designed to meet the needs of development within the CFD. These facilities include, but may not be limited to: excavation and grading, pipelines and appurtenances, outfalls and water quality measures, detention/retention basins, drainage pretreatment facilities, drainage ways/channels, pump stations, landscaping and irrigation; access roads, gates, and fencing; and striping and signage and

other improvements related thereto.

Wastewater System Improvements

Authorized facilities include any and all wastewater facilities designed to meet the needs of development within the CFD. These facilities include, but may not be limited to, pipelines and all appurtenances thereto; manholes; tie-in to existing main lines; force mains; lift stations; upgrades to existing lift stations; odor-control facilities; and permitting related thereto; and related sewer system improvements.

Park, Parkway and Open Space Improvements

Authorized facilities include any and all improvements to parks, parkways and open space required for development within the CFD. These facilities include, but may not be limited to: grading, turf, shrubs and trees, landscaping irrigation, site lighting, drainage, sanitary sewer and water service, pedestrian and bicycle trails, protective fencing (including soundwalls), pedestrian/bicycle bridges, storm drain crossings, wetland mitigation, hawk mitigation for authorized facilities herein, access gates and fencing and related open space improvements. Authorized facilities include acquisition of any and all parkland as well as open space/bike trail/public access easements required for development within the CFD.

Electrical System Improvements

Authorized facilities include any and all electrical supply and distribution facilities designed to meet the needs of development within the CFD. These facilities include, but may not be limited to: design, distribution lines, vaults, conduit, trenching, transformers and installation of cabling.

School and Educational Facilities

Authorized facilities include classroom renovation, updates to school safety and security systems, technology improvements, energy efficiency improvements, school modernization and retrofitting, and new classroom and school construction as required for development within the CFD.

Other Public Improvements

Authorized facilities include any and all public facilities and infrastructure designed to meet the needs of development within the CFD. These facilities include, but may not be limited to: community center facilities, library facilities, police facilities, fire suppression and response facilities, other public safety facilities, corporation yards, municipal service centers, public parking garages, and other public buildings.

Fees and Charges

Authorized facilities include the direct funding of any of the above referenced facility types for which the Local Agency collects a development impact fee, capacity charge, fair share contribution, or other development-related fee.

Other Incidental Expenses and Bond Issuance Costs

In addition to the above facilities, other incidental expenses as authorized by the Mello-Roos Community Facilities Act of 1982, including, but not limited to, the cost of planning and designing the facilities (including the cost of environmental evaluation, remediation and mitigation); engineering and surveying; construction staking; utility relocation and demolition costs incidental to the construction of the public facilities; costs of project/construction management; costs (including the costs of legal services) associated with the formation of the CFD; issuance of bonds (if any); determination of the amount of taxes; collection of taxes; payment of taxes; costs of calculating and providing reimbursements from one-time special tax payments; or costs otherwise incurred in order to carry out the authorized purposes of the CFD; and any other expenses incidental to the formation and implementation of the CFD and to the construction, completion, inspection and acquisition of the authorized facilities.

EXHIBIT D TO THE RESOLUTION

ELIGIBLE SERVICES

Services to be funded, in whole or in part, by any CFD formed by the Authority for Agency Services shall include all direct and incidental costs related to providing for the funding of public safety services, including, but not limited to, police and fire safety, emergency response, and similar services, as well as the funding of services for the maintenance of public improvements. The CFDs may fund services relating to obtaining, constructing, furnishing, operating and maintaining equipment, apparatus or facilities related to providing the services and/or equipment, apparatus, facilities or fixtures in areas to be maintained, paying the salaries and benefits of personnel necessary or convenient to provide the services, payment of insurance costs and other related expenses and the provision of reserves for repairs and replacements and for the future provisions of services. The Services may be provided by the Agency directly with its own employees or by contract with third parties, or any combination thereof.

Services to be financed by a CFD shall be limited to Services that are in addition to those provided in the territory of the CFD prior to the date of creation of the CFD and shall not supplant services already available within that territory when the CFD is created.

CERTIFICATION OF RESOLUTION

I, the undersigned, the duly appointed and qualified Clerk of the Board of the County of Mariposa, do hereby certify that the foregoing Resolution No. _____ was duly adopted at a regular meeting of the Board of Supervisors of the County of Mariposa duly and regularly held at the regular meeting place thereof on the _____ day of _____, 20__, of which meeting all of the members of said Board of Supervisors had due notice and at which a majority thereof were present.

An agenda of said meeting was posted at least 72 hours before said meeting at _____, a location freely accessible to members of the public, and a brief description of said resolution appeared on said agenda.

Notice of public was published in [*name of newspaper*] at least 5 days prior to the hearing.

I have carefully compared the foregoing with the original minutes of said meeting on file and of record in my office, and the foregoing is a full, true and correct copy of the original resolution adopted at said meeting and entered in said minutes.

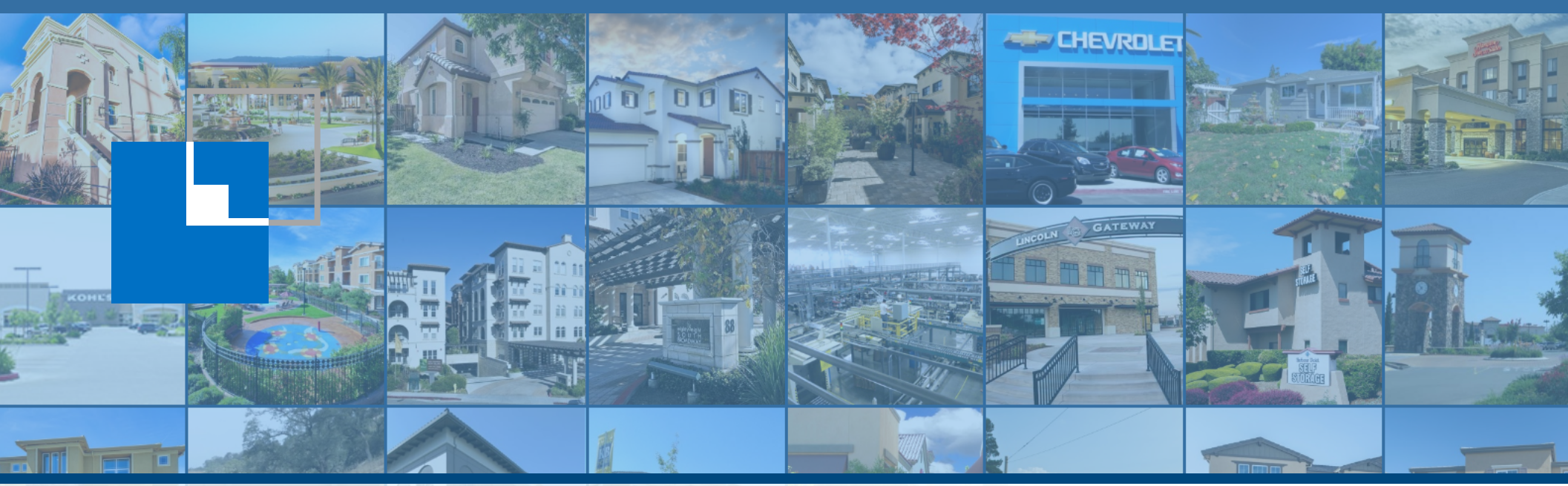
Said resolution has not been amended, modified or rescinded since the date of its adoption and the same is now in full force and effect.

Dated: _____, 20__

_____
Clerk of the Board of the County of Mariposa

Seal

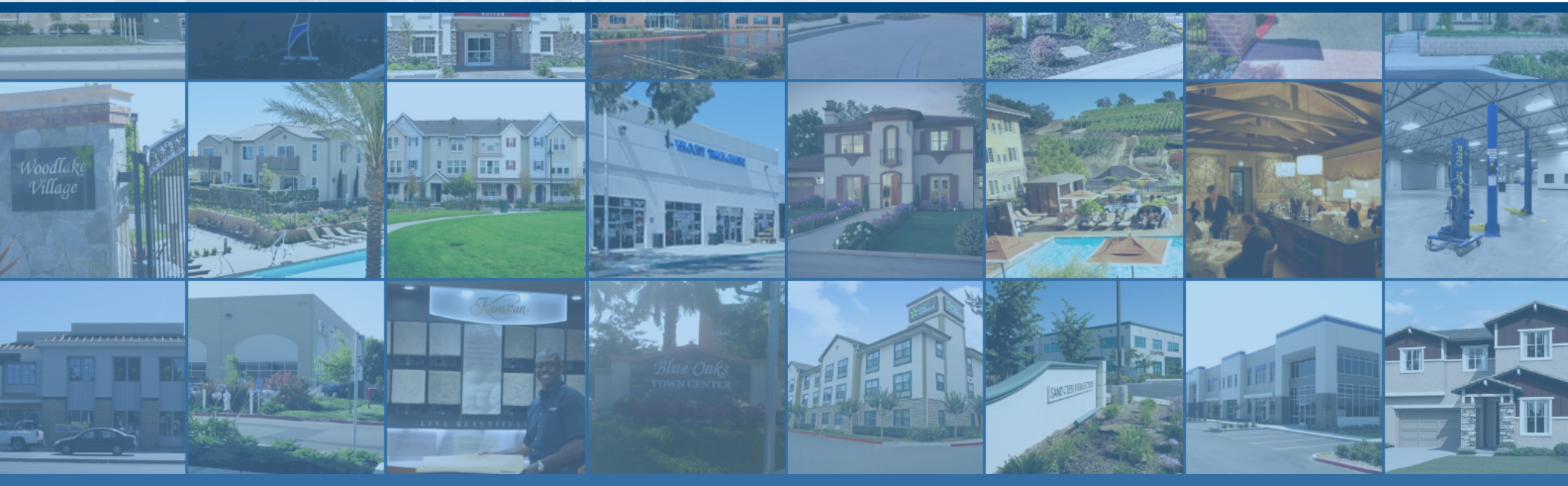
By: _____



Statewide Community Infrastructure Program

CSCDA
CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY

A Program of the California Statewide Communities Development Authority



What is the Statewide Community Infrastructure Program?

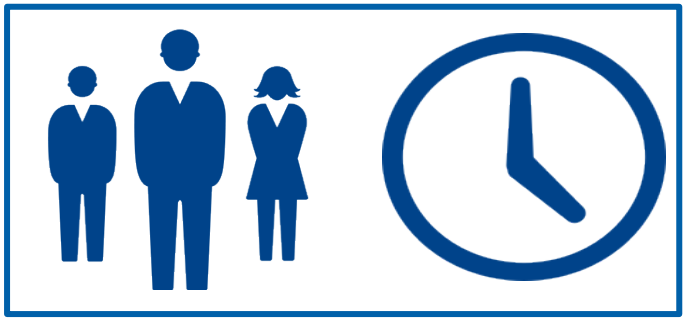
- The Statewide Community Infrastructure Program (“SCIP”) is a financing program offered through the California Statewide Communities Development Authority ("CSCDA") which can be used by developers to finance public infrastructure, facilities and impact fees.
- SCIP has 130+ Local Agency members.
- SCIP provides two programs:
  - The SCIP pooled revenue bond program which issues bonds 3 times/year (Spring, Fall & End of Year).
    - Once a City has joined, developers may submit applications on-line.
    - Developers have a choice of CFD or AD Local Obligation as part of a pool.
  - A stand alone SCIP Community Facilities District (“CFD”) which issues bonds for larger projects as the project schedule dictates.
    - SCIP will craft a project specific JCFA and/or SCIP Resolution for board approval for each participating Local Agency
- Since, 2003, SCIP has issued over $1.06 billion in bonds for 381 projects across California, nearly $347 million of which have been Community Facilities District (“CFD”) bond financings.



Program Benefits

- SCIP provides **Local Agencies** a means of offering competitive financing to all developers as a turnkey solution which minimizes local agency staff time.
- SCIP has financed projects which range in size from $500,000 to up and over $35,000,000.
- Developers and Local Agencies can select between assessment districts or CFDs depending on the project.
- **Developers** use SCIP for a variety of reasons:
  1. Can be part of the capital mix of debt, equity, public financing
  2. Provides off balance sheet/land secured non recourse debt
  3. Can provide competitive advantages with respect to residential marketing
- SCIP provides diversity to investors and economies of scale to its participants which ultimately translates to competitive interest rates and lower costs

Local Agencies Save Time & Effort



SCIP Can Now Finance School Fees

Resources Can be Used Elsewhere

Developers Gain Access to Capital



Project Economics are Improved

Who Uses SCIP?

130 Participating Local Agencies across California with a Growing List of Recurring Developer Clients

Participating Local Agencies

- Alameda, City of
- American Canyon
- Anaheim
- Angels Camp
- Antioch
- Bakersfield
- Banning
- Bayshore Sanitary District
- Blythe
- Brentwood
- Butte County
- Calistoga
- Cathedral City
- Chico
- Chula Vista
- Citrus Heights
- Clovis
- Coachella Valley Water Dt.
- Corona
- Cosumnes CSD
- Cotati
- Daly City
- Dana Point
- Davis
- Desert Hot Springs
- Diablo Water Dt.
- Dublin
- Dublin San Ramon Svcs. Dt.
- East Contra Costa RFFA
- East Palo Alto
- Eastern Muni. Water Dt.
- El Dorado, County of
- El Dorado Irrigation District
- El Monte
- Elk Grove
- Fairfield
- Folsom
- Fontana
- Fremont
- Fresno
- Galt
- Gardena
- Grass Valley
- Healdsburg
- Hercules
- Hesperia
- Hollister
- Huntington Beach
- Imperial, County of
- Indian Wells
- Indio
- Ironhouse Sanitary Dt.
- Lancaster
- Lathrop
- Lincoln
- Linda Co. Water Dt.
- Live Oak
- Livermore
- Lodi
- Madera, City of
- Manteca
- Martinez
- Menifee
- Merced, City of
- Millbrae
- Mission Springs Water Dt.
- Morgan Hill
- Morro Bay
- Murrieta
- Napa, City of
- Napa, County of
- Newport Beach
- Norco
- Oakley
- Oxnard
- Palm Springs
- Patterson
- Petaluma
- Placer, County of
- Rainbow Muni Water Dt.
- Rancho Cordova
- Redding
- Redlands
- Rialto
- Richmond
- Rio Vista
- Riverside, County of
- Rocklin
- Roseville
- Sac. Area Sewer Dt.
- Sac. Co. Water Agency
- Sac. MUD
- Sac. Regl. Co. Sanitation Dt.
- Sacramento, City of
- Sacramento, County of
- San Diego, City of
- San Diego, County of
- San Juan Bautista
- San Juan Capistrano
- San Luis Obispo, City of
- San Luis Obispo, County of
- San Marcos
- San Mateo, County of
- Santa Ana
- Santa Rosa
- Santee
- Sonoma, County of
- South Placer MUD
- South Placer RTA
- South Placer Wastewater Authority
- Stockton
- Suisun City
- Sutter County
- Sweetwater Authority
- Thousand Oaks
- Tracy
- Truckee Donner PUD
- Tuolumne, County of
- Ukiah
- Vacaville
- Vallejo
- Victorville
- West Sacramento
- Western Municipal Water District
- Wheatland
- Woodland
- Yuba City
- Yuba, County of
- Yucaipa
- Yucaipa Valley Water Dt.



SCIP Financing Programs for New Development

There are a number of ways for Developers and Local Agencies to use SCIP to assist is financing impact fee, public improvements and facilities for new residential, commercial and industrial projects

- There is the SCIP Pool meant to accommodate **smaller single phase projects** ($500,000 to $5,000,000)
- SCIP can also be used to finance **larger projects on a stand alone basis** (greater than $5,000,000)

Financing of Impact Fees and Improvements/Facilities

- Financing of Impact Fees is a popular option for developers starting to pull building permits and/or construct models
- SCIP can also be used to finance public improvements and facilities for any work that is completes and will be dedicated for public use



CSCDA manages the **SCIP** bond issuance process from district formation through the issuance of bonds and post sale administration which includes:

- Holding the public hearing and overseeing the issuance of bonds
- Managing post sale administration which includes preparing the tax rolls, continuing disclosure, disbursement of funds and rebate

SCIP can accommodate any development by mixing and matching its programs to fit the needs of a specific project to promote development and meet Local Agency goals

SCIP Tasks and Responsibility Schedule

Pass SCIP Resolution & Approve Applications

Local Agencies








Conduct the proceedings

CSCDA
CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY







Issue Bonds

CSCDA
CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY






Administering the District

CSCDA
CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY
BLX dta





Admin. includes:
- **Tax Roll**
- **Lot Splits**
- **Rebate**
- **Continuing Disclosure**
- **Foreclosure**

Entitlements

Developers and Local Agencies




Payment of Fees or Completion of Improvements

Developers



Bond Payments (Investor Risk)

Developers

Questions?

STATE OF CALIFORNIA
COUNTY OF MARIPOSA
BOARD OF SUPERVISORS

Resolution No. 24-___

AUTHORIZE THE COUNTY OF MARIPOSA TO JOIN THE STATEWIDE COMMUNITY INFRASTRUCTURE PROGRAM; AUTHORIZING THE CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY TO ACCEPT APPLICATIONS FROM PROPERTY OWNERS, CONDUCT SPECIAL ASSESSMENT PROCEEDINGS AND LEVY ASSESSMENTS AND SPECIAL TAXES AND TO FORM ASSESSMENT DISTRICTS AND COMMUNITY FACILITIES DISTRICTS WITHIN THE TERRITORY OF THE COUNTY OF MARIPOSA; EMBODYING A JOINT COMMUNITY FACILITIES AGREEMENT SETTING FORTH THE TERMS AND CONDITIONS OF COMMUNITY FACILITIES DISTRICT FINANCINGS; APPROVING FORM OF ACQUISITION AGREEMENT FOR USE WHEN APPLICABLE; AND AUTHORIZING RELATED ACTIONS

WHEREAS, the California Statewide Communities Development Authority (the "Authority") is a joint exercise of powers authority, lawfully formed and operating within the State pursuant to an agreement (the "Joint Powers Agreement") entered into as of June 1, 1988 under the authority of Title 1, Division 7, Chapter 5 (commencing with Section 6500) of the California Government Code (the "JPA Law"), the members of which include numerous cities, counties and local agencies in the State of California, including the County of Mariposa (the "Agency"); and

WHEREAS, the Joint Powers Agreement authorizes the Authority to undertake financing programs under any applicable provisions of State law to promote economic development, the stimulation of economic activity, and the increase of the tax base within the jurisdictional boundaries of its members (such members, the "Program Participants"); and

WHEREAS, as one of the Programs under the Joint Powers Agreement, the Authority has established the Statewide Community Infrastructure Program ("SCIP") to allow the financing of certain public capital improvements to be constructed by or on behalf of property owners for acquisition by the Agency or another public agency (the "Improvements") and improvements eligible for funding from certain development impact fees, capacity fees and/or other development related charges (the "Fees") levied in accordance with the Mitigation Fee Act (California Government Code Sections 66000 and following) and other authority providing for the levy of fees on new development to pay for public capital improvements (collectively, the "Fee Act") through the levy of special assessments pursuant to the Municipal Improvement Act of 1913 (Streets and Highways Code Sections 10000 and following) (the "1913 Act") and the issuance of improvement bonds (the "Improvement Bonds") under the Improvement Bond Act of 1915 (Streets and Highways Code Sections 8500 and following) (the "1915 Act") upon the security of the unpaid special assessments; and

WHEREAS, the "Mello-Roos Community Facilities Act of 1982," being Chapter 2.5, Part 1, Division 2, Title 5 (beginning with Section 53311) of the Government Code of the State (the "Mello-Roos Act") is an applicable provision of State law available to, among other things, finance public improvements and public services ("Services") necessary to meet increased demands placed upon local agencies as a result of development; and

WHEREAS, the Authority also uses SCIP to allow the financing of Fees and Improvements through the levy of special taxes and the issuance of special tax bonds (the "Special Tax Bonds" and, together with the Improvement Bonds, the "Local Obligations") under the Mello-Roos Act upon the security of the special taxes and to allow the financing of Services through the levy of special taxes under the Mello Roos Act; and

WHEREAS, the Agency desires to allow the owners of property being developed within its jurisdiction ("Participating Developers") to participate in SCIP and to allow the Authority to conduct proceedings and to form community facilities districts ("CFDs") and to issue Local Obligations under the Mello-Roos Act, as well as to conduct assessment proceedings to form assessment districts ("Assessment Districts") under the 1913 Act and to issue Local Obligations under the 1915 Act, to finance Fees levied on such properties and Improvements, provided that such Participating Developers voluntarily agree to participate and consent to the levy of the assessments or special taxes, as applicable; and

WHEREAS, the Agency desires to allow the Participating Developers to participate in SCIP and to allow the Authority to conduct proceedings and to form CFDs to levy special taxes to finance Services, provided that such Participating Developers voluntarily agree to participate and consent to the levy of such special taxes and that such CFDs are not pooled together with projects in other jurisdictions; and

WHEREAS, from time to time when eligible property owners within the jurisdiction of the Agency elect to be Participating Developers, the Authority will conduct proceedings under the 1913 Act and the Mello-Roos Act and issue Local Obligations under the 1915 Act and the Mello-Roos Act to finance Fees and Improvements and, at the conclusion of such proceedings, will levy assessments or special taxes, as applicable on such property within the territory of the Agency; and

WHEREAS, both the Authority and the Agency are "local agencies" under the Mello-Roos Act; and

WHEREAS, the Mello-Roos Act permits two or more local agencies to enter into a joint community facilities agreement to exercise any power authorized by the Mello-Roos Act; and

WHEREAS, the Agency desires to enter into such an agreement with the Authority to authorize the Authority to form CFDs from time to time within the territorial limits of the Agency to finance Fees, Improvements and Services necessitated by new development; and

WHEREAS, there has been presented to this meeting a proposed form of Resolution of Intention to be adopted by the Authority in connection with assessment proceedings (the "ROI"), a copy of which is attached hereto as Exhibit A, and the territory within which assessments may be levied for SCIP (provided that each Participating Developer consents to such assessment) shall

be coterminous with the Agency's official boundaries of record at the time of adoption of such ROI, and reference is hereby made to such boundaries for the plat or map required to be included in this Resolution pursuant to Section 10104 of the Streets and Highways Code; and

WHEREAS, there has also been presented to this meeting a proposed form of Acquisition Agreement (the "Acquisition Agreement"), a copy of which is attached hereto as Exhibit B, to be approved as to form for use with respect to any Improvements to be constructed and installed by a Participating Developer and for which the Participating Developer requests acquisition financing as part of its SCIP application; and

WHEREAS, the Agency will not be responsible for the conduct of any proceedings; the levy or collection of assessments or special taxes or any required remedial action in the case of delinquencies in such assessment or special tax payments; or the issuance, sale or administration of the Local Obligations or any other bonds issued in connection with SCIP; and

WHEREAS, the Authority periodically issues Local Obligations on behalf of the local agency participants in SCIP to provide financing for the Fees and Improvements; and

WHEREAS, where the Authority determines a project is eligible for a SCIP pooled issuance, the Authority issues revenue bonds pursuant to the Marks-Roos Local Bond Pooling Act of 1985, consisting of Article 4 (commencing with Section 6584) of Chapter 5, Division 7, Title 1 of the California Government Code (the "Marks-Roos Act") concurrently with the issuance of Local Obligations, the proceeds of which are used to purchase the Local Obligations; and

WHEREAS, pursuant to Government Code Section 6586.5, notice was published at least five days prior to the adoption of this resolution at a public hearing, which was duly conducted by this Board of Supervisors concerning the significant public benefits of SCIP and the financing of the Improvements and the public capital improvements to be paid for with the proceeds of the Fees;

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Mariposa as follows:

Section 1. This resolution shall constitute full "local approval," under Section 9 of the Joint Powers Agreement, for the issuance of bonds by the Authority in accordance herewith.

Section 2. Agency hereby consents to the conduct of proceedings by the Authority under the Mello Roos Act to form CFDs with boundaries that shall be coterminous with the Agency's official boundaries of record at the time of such proceedings or any portion thereof (the "Proposed Boundaries"), and to authorize a special tax and to issue bonds with respect thereto; provided that the Participating Developers, who shall be the legal owners of such property at the time of formation of the CFD, execute a written consent to the levy of special tax in connection with SCIP by the Authority and execute a ballot in favor of the formation of such CFD and the Mello-Roos Act.

Section 3. The Agency hereby consents to the conduct of special assessment proceedings by the Authority in connection with SCIP pursuant to the 1913 Act and the issuance

of Local Obligations under the 1915 Act on any property within the Proposed Boundaries; provided, that:

(1) Such proceedings are conducted pursuant to one or more Resolutions of Intention in substantially the form of the ROI; and

(2) The Participating Developers, who shall be the legal owners of such property at the time of the formation of the Assessment District, execute a written consent to the levy of assessments in connection with SCIP by the Authority and execute an assessment ballot in favor of such assessment in compliance with the requirements of Section 4 of Article XIIID of the State Constitution.

Section 4. This resolution sets forth the terms of a "joint community facilities agreement" (as defined in Section 53316.2 of the Mello Roos Act) between the Agency and the Authority. Adoption by the Commission of the Authority of each Resolution of Intention to form a CFD under the Mello-Roos Act to finance Agency Improvements, Agency Fees or Agency Services shall constitute acceptance of the terms hereof by the Authority with respect to such CFD. This Resolution and the Authority's Resolution of Intention for the respective CFDs shall together embody a separate and independent joint community facilities agreement, or a joint agreement to fund services, for each CFD formed by the Authority (the "Joint Agreement").

Section 5. The Board of Supervisors hereby finds and determines that this resolution and the Joint Agreement are beneficial to the residents/customers of the Agency and are in the best interests of the residents of the Agency, and of the future residents of the area within the proposed CFDs and Assessment Districts. The Agency hereby finds and declares that the issuance of revenue bonds by the Authority to purchase Local Obligations in connection with SCIP will provide significant public benefits, including without limitation, savings in effective interest rate, bond preparation, bond underwriting and bond issuance costs, and the more efficient delivery of local agency services to residential and commercial development within the Agency.

Section 6. The Authority has adopted Local Goals and Policies as required by Section 53312.7 of the Mello-Roos Act. The Agency approves the use of those Local Goals and Policies in connection with the formation of CFDs. The Agency hereby agrees that the Authority may act in lieu of the Agency under those Local Goals and Policies in forming and administering the CFDs.

Section 7. The Authority has prepared and will update from time to time the "SCIP Manual of Procedures" (the "Manual"), and the Agency will handle Fee revenues and funds for Improvements for properties participating in SCIP in accordance with the procedures set forth in the Manual.

Section 8. Pursuant to the Mello-Roos Act and this resolution, the Authority may conduct proceedings under the Mello-Roos Act to form the CFDs and to have such CFDs authorize the financing of (i) any or all of the facilities and Fees set forth on Exhibit C, attached hereto and (ii) any or all the Services set forth on Exhibit D, attached hereto. All of the facilities, whether to be financed directly or through Fees, shall be facilities that have an expected useful life of five years or longer and are facilities that the Agency or other local public agencies, as the case may be, are authorized by law to construct, own or operate, or to which they may contribute revenue.

The appropriate officials and staff of the Agency are hereby authorized and directed to cooperate with the Authority and the Authority's special tax consultant and other consultants to calculate the appropriate level of the special tax to fund the Services for each CFD in connection with initial formation and in connection with the annual levy. Exhibit C and Exhibit D may be modified from time to time by written agreement between an authorized representative of the Authority and of the Agency. The facilities are referred to herein as the "Improvements," and the Improvements to be owned by the Agency are referred to as the "Agency Improvements." The Fees paid or to be paid to the Agency are referred to as the "Agency Fees". The Services funded are referred to as the "Agency Services". The financing of the Agency Services shall only be authorized for stand-alone development projects and Local Obligations may not be issued to fund Services.

Section 9. For Improvements, Fees or Services to be owned, used or provided by another local agency (a "Third Party Local Agency"), the Authority will separately identify them in its proceedings and will enter into a joint community facilities agreement with such Third Party Local Agency as required by the Mello-Roos Act. Each joint community facilities agreement with each Third Party Local Agency will contain a provision that the Third Party Local Agency will provide indemnification to the Agency to the same extent that the Agency provides indemnification to the Third Party Local Agency under the terms of this resolution.

Section 10. The Agency acknowledges that Improvements and Fees will be funded through a CFD only if they are necessary to meet increased demands placed upon the Agency as a result of development occurring or expected to occur within the proposed CFD and Services will be funded through a CFD only if they are in addition to those provided in the territory of the CFD before the CFD was created and will not supplant existing services. In connection with the formation of each CFD, as may be required by the Authority's procedures, the Agency shall certify that such requirements are satisfied in form and substance satisfactory to the Authority.

Section 11. The Authority shall promptly transfer special tax collections for Agency Services, after payment of its own reasonable administrative costs incurred in the administration of the CFDs, to the Agency. The Authority will apply the other special tax collections initially as required by the documents under which any Local Obligations are issued; and thereafter, to the extent not provided in the Local Obligations documents, may pay its own reasonable administrative costs. The Authority will remit any special tax revenues from any particular CFD remaining after the final retirement of all related Local Obligations to the Agency and to the other local agencies in the proportions specified in the Authority's proceedings. The Agency will apply any such special tax revenues it receives for authorized Agency Improvements, Agency Fees and/or Agency Services, as applicable, and its own administrative costs only as permitted by respective CFD proceedings and by the Mello-Roos Act. The joint community facilities agreements with each Third Party Local Agency must require the Third Party Local Agency to apply the special tax revenues they receive for their authorized Improvements, Fees and/or Services under the CFDs and for their own related administrative costs only as permitted by the Mello-Roos Act.

Section 12. The Authority will administer the CFDs, including employing and paying all consultants, annually levying the special tax and all aspects of paying and administering the Local Obligations, and complying with all State and Federal requirements appertaining to the proceedings, including the requirements of the United States Internal Revenue Code. The Agency

will cooperate fully with the Authority in respect of the requirements of the Internal Revenue Code and to the extent information is required of the Agency to enable the Authority to perform its disclosure and continuing disclosure obligations with respect to the Local Obligations and any revenue bonds, although the Agency will not participate in nor be considered to be a participant in the proceedings respecting the CFDs (other than as a party to the agreement embodied by this resolution) nor will the Agency be or be considered to be an issuer of the Local Obligations nor any revenue bonds. The Authority is required to obtain a provision equivalent to this paragraph in all joint community facilities agreements with each Third Party Local Agency.

Section 13. In the event the Authority completes issuance and sale of Local Obligations, and Local Obligation proceeds become available to finance the Improvements, the Authority shall establish and maintain a special fund for each development project (the "Acquisition and Construction Fund"). The portion of Local Obligation proceeds which is intended to be utilized to finance the Improvements and Fees shall be deposited in the Acquisition and Construction Fund. The Acquisition and Construction Fund will be available both for Agency Improvements and Agency Fees and for the Improvements and Fees pertaining to each Third Party Local Agency. Subaccounts shall be created as necessary.

Section 14. As respects the Authority and each Third Party Local Agency, the Agency agrees to fully administer, and to take full governmental responsibility for, the construction or acquisition of the Agency Improvements and for the administration and expenditure of the Agency Fees, as applicable, including but not limited to environmental review, approval of plans and specifications, bid requirements, performance and payment bond requirements, insurance requirements, contract and construction administration, staking, inspection, acquisition of necessary property interests in real or personal property, the holding back and administration of retention payments, punch list administration, and the Authority and each Third Party Local Agency shall have no responsibility in that regard. The Agency reserves the right, as respects each Participating Developer, to require the Participating Developer to contract with the Agency to assume any portion or all of this responsibility. The Authority is required to obtain provisions equivalent to this paragraph in the joint community facilities agreement with each Third Party Local Agency.

Section 15. The Agency agrees to indemnify and to hold the Authority, its other members, and its other members' officers, agents and employees, and each Third Party Local Agency and their officers, agents and employees (collectively, the "Indemnified Parties") harmless from any and all claims, suits and damages (including costs and reasonable attorneys' fees) arising out of the design, engineering, construction and installation of the Agency Improvements and the improvements to be financed or acquired with the Agency Fees. The Agency reserves the right, as respects each Participating Developer, to require the Participating Developer to assume by contract with the Agency any portion or all of this responsibility. The Authority is required to obtain a provision equivalent to this paragraph in all joint community facilities agreements with each Third Party Local Agency naming the Agency and its officers, agents and employees as Indemnified Parties with respect to each Third Party Local Agency's respective Improvements and the improvements to be constructed or acquired with each Third Party Local Agency's Fees.

Adoption by the Commission of the Authority of each Resolution of Intention to form a CFD or an Assessment District shall constitute agreement by the Authority to indemnify and to hold the

County, its officers, agents and employees harmless from any and all claims, suits and damages arising out of the formation or administration of such CFD or Assessment District or the issuance of bonds therefor except to the extent such claims, suits and damages are caused by the negligence or willful misconduct of such indemnified parties.

Section 16. As respects the Authority and each Third Party Local Agency, the Agency agrees – once the Agency Improvements are constructed according to the approved plans and specifications, and the Agency and the Participating Developer have put in place their agreed arrangements for the funding of maintenance of the Agency Improvements – to accept ownership of the Agency Improvements, to take maintenance responsibility for the Agency Improvements, and to indemnify and hold harmless the Indemnified Parties to the extent provided in the preceding paragraph from any and all claims, etc., arising out of the use and maintenance of the Agency Improvements. The Agency reserves the right, as respects the Participating Developer, to require the Participating Developer by contract with the Agency to assume any portion or all of this responsibility. The Authority is required to obtain a provision equivalent to this paragraph in all joint community facilities agreements with each Third Party Local Agency naming the Agency and its officers, agents and employees as Indemnified Parties.

Section 17. The Agency acknowledges the requirement of the Mello-Roos Act that if the Agency Improvements are not completed prior to the adoption by the Commission of the Authority of the Resolution of Formation of the CFD for each respective development project, the Agency Improvements must be constructed as if they had been constructed under the direction and supervision, or under the authority of, the Agency. The Agency acknowledges that this means all Agency Improvements must be constructed under contracts that require the payment of prevailing wages as required by Section 1720 and following of the Labor Code of the State of California. The Authority makes no representation that this requirement is the only applicable legal requirement in this regard. The Agency reserves the right, as respects the Participating Developer, to assign appropriate responsibility for compliance with this paragraph to the Participating Developer.

Section 18. The form of the Acquisition Agreement attached hereto as Exhibit B is hereby approved, and the Chair or Vice Chair of the Board or such officer's designee (each, an "Authorized Officer") is authorized to execute, and deliver to the Participating Developer, the Acquisition Agreement on behalf of the Agency in substantially that form, with such changes as shall be approved by the Authorized Officer after consultation with the Agency Attorney and the Authority's bond counsel, such approval to be conclusively evidenced by the execution and delivery thereof.

Section 19. After completion of the Agency Improvements and appropriate arrangements for the maintenance of the Agency Improvements, or any discrete portion thereof as provided in Section 53313.51 of the Mello-Roos Act and in the Acquisition Agreement, to the satisfaction of the Agency, and in conjunction with the Agency's acceptance thereof, acquisition of the Agency Improvements shall be undertaken as provided in the Acquisition Agreement.

Section 20. The Agency hereby consents to the formation of the CFDs in accordance with this resolution and consents to the assumption of jurisdiction by the Authority for the proceedings respecting the CFDs with the understanding that the Authority will hereafter take each

and every step required for or suitable for consummation of the proceedings, the levy, collection and enforcement of the special tax, and the issuance, sale, delivery and administration of the Local Obligations, all at no cost to the Agency and without binding or obligating the Agency's general fund or taxing authority.

Section 21. The terms of the Agreement embodied by this resolution may be amended by a writing duly authorized, executed and delivered by the Agency and the Authority, except that no amendment may be made after the issuance of the Local Obligations by the Authority that would be detrimental to the interests of the bondholders without complying with all of the bondholder consent provisions for the amendment of the bond resolutions, bond indentures or like instruments governing the issuance, delivery and administration of all outstanding Local Obligations.

Section 22. Except to the extent of the indemnifications extended to each Third Party Local Agency in the Agreement embodied by this resolution, and the Agency's agreement to take responsibility for and ownership of the Agency Improvements, no person or entity, including the Participating Developer, shall be deemed to be a third party beneficiary of this resolution, and nothing in this resolution (either express or implied) is intended to confer upon any person or entity other than the Authority and the Agency (and their respective successors and assigns) any rights, remedies, obligations or liabilities under or by reason of this resolution.

Section 23. The Agency shall be identified as a third-party beneficiary of all joint community facilities agreements between the Authority and each Third Party Local Agency to the extent of the indemnification provisions and the provisions whereby each Third Party Local Agency agrees to take responsibility for and ownership of their Improvements.

Section 24. The appropriate officials and staff of the Agency are hereby authorized and directed to make SCIP applications available to all property owners who are subject to Fees for new development within the Agency and/or who are conditioned to install Improvements and/or whose plans for new development within the Agency necessitate new or increased levels of Services and to inform such owners of their option to participate in SCIP; provided, that the Authority shall be responsible for providing such applications and related materials at its own expense. The Agency shall designate appropriate staff who shall be responsible for coordination with the Authority, and shall provide the appropriate contact information to the Authority from time to time.

Section 25. The appropriate officials and staff of the Agency are hereby authorized and directed to execute and deliver such closing certificates, requisitions, agreements and related documents, including but not limited to such documents as may be required by bond counsel in connection with the participation in SCIP of any districts, authorities or other third-party entities entitled to own Improvements and/or to levy and collect Fees on new development to pay for public capital improvements within the jurisdiction of the Agency, as are reasonably required by the Authority in accordance with the Manual to implement SCIP and to evidence compliance with the requirements of federal and state law in connection with the issuance by the Authority of the Local Obligations and any other bonds for SCIP.

Section 26. This Resolution shall take effect immediately upon its adoption. The Clerk of the Board of the County of Mariposa is hereby authorized and directed to transmit a certified copy of this resolution to the Secretary of the Authority. This resolution shall remain in force with respect to any Assessment District and CFD formed until all Local Obligations have been retired and the authority to levy the special tax conferred by any CFD proceedings and to levy the assessment conferred by any assessment proceedings has ended or is otherwise terminated.

* * *

ON MOTION BY Supervisor _____, seconded by Supervisor _____, this resolution is duly passed and adopted this 1st day of October 2024 by the following vote:

AYES:
NOES:
EXCUSED:
ABSTAIN:

ATTEST:

_____ _____

Danielle Bondshu, Clerk of the Board

Miles Menetrey, Chair
Board of Supervisors

APPROVED AS TO FORM:

_____

Steven W. Dahlem, County Counsel

EXHIBIT A TO THE RESOLUTION

FORM OF RESOLUTION OF INTENTION
TO BE ADOPTED BY CSCDA

For Assessment Districts Only

RESOLUTION NO. __SCIP-

RESOLUTION OF INTENTION OF THE CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY TO FINANCE CAPITAL IMPROVEMENTS AND/OR THE PAYMENT OF DEVELOPMENT RELATED FEES FOR PUBLIC CAPITAL IMPROVEMENTS IN THE PROPOSED STATEWIDE COMMUNITY INFRASTRUCTURE PROGRAM ASSESSMENT DISTRICT NO. ___ ([*NAME OF PROJECT*]) COUNTY OF MARIPOSA, APPROVING A PROPOSED BOUNDARY MAP, MAKING CERTAIN DECLARATIONS, FINDINGS AND DETERMINATIONS CONCERNING RELATED MATTERS, AND AUTHORIZING RELATED ACTIONS IN CONNECTION THEREWITH

WHEREAS, under the authority of the Municipal Improvement Act of 1913 (the "1913 Act"), being Division 12 (commencing with Sections 10000 and following) of the California Streets and Highways Code (the "Code"), the Commission (the "Commission") of the California Statewide Communities Development Authority (the "Authority") intends to finance, through its Statewide Community Infrastructure Program, the payment of certain development impact fees, capacity fees and/or other development related charges for public improvements (the "Improvement Fees") and/or to finance certain public capital improvements to be constructed by or on behalf of the property owner(s) and to be acquired by the [City/County of __] or another local agency (the "Improvements") as described in Exhibit A attached hereto and by this reference incorporated herein, all of which are of benefit to the property within the proposed Statewide Community Infrastructure Program Assessment District No. ___ ([*name of project*]) County of Mariposa (the "Assessment District");

WHEREAS, the Commission finds that the land specially benefited by the Improvements and/or the Improvement Fees is shown within the boundaries of the map entitled "Proposed Boundaries of California Statewide Communities Development Authority Statewide Community Infrastructure Program Assessment District No. ___ ([*name of project*]) County of Mariposa, State of California," a copy of which map is on file with the Secretary and presented to this Commission meeting, and determines that the land within the exterior boundaries shown on the map shall be designated "Statewide Community Infrastructure Program Assessment District No. ___ ([*name of project*]) County of Mariposa, State of California";

WHEREAS, the County of Mariposa is a member of the Authority and has approved the adoption on its behalf of this Resolution of Intention and has consented to the levy of the assessments in the Assessment District;

NOW, THEREFORE, BE IT RESOLVED that the Commission of the California Statewide Communities Development Authority hereby finds, determines and resolves as follows:

Section 1. The above recitals are true and correct.

Section 2. Pursuant to Section 2961 of the Special Assessment Investigation, Limitation and Majority Protest Act of 1931 (the "1931 Act"), being Division 4 (commencing with Section 2800) of the

Code, the Commission hereby declares its intent to comply with the requirements of the 1931 Act by complying with Part 7.5 thereof.

Section 3. The Commission has designated a registered, professional engineer as Engineer of Work for this project, and hereby directs said firm to prepare the report containing the matters required by Sections 2961(b) and 10204 of the Code, as supplemented by Section 4 of Article XIIID of the California Constitution.

Section 4. The proposed boundary map of the Assessment District is hereby approved and adopted. Pursuant to Section 3111 of the Code, the Secretary of the Authority is directed to file a copy of the map in the office of the County Recorder of the [County of _____] within fifteen (15) days of the adoption of this resolution.

Section 5. The Commission determines that the cost of financing the Improvements and/or the payment of the Improvement Fees shall be specially assessed against the lots, pieces or parcels of land within the Assessment District benefiting from the financing of the Improvements and/or the payment of the Improvement Fees. The Commission intends to levy a special assessment upon such lots, pieces or parcels in accordance with the special benefit to be received by each such lot, piece or parcel of land, respectively, from the financing of the Improvements and/or the payment of the Improvement Fees.

Section 6. The Commission intends, pursuant to subparagraph (f) of Section 10204 of the Code, to provide for an annual assessment upon each of the parcels of land in the proposed Assessment District to pay various costs and expenses incurred from time to time by the Authority and not otherwise reimbursed to the Authority which result from the administration and collection of assessment installments or from the administration or registration of the improvement bonds and the various funds and accounts pertaining thereto.

Section 7. Bonds representing unpaid assessments, and bearing interest at a rate not to exceed twelve percent (12%) per annum, will be issued in the manner provided by the Improvement Bond Act of 1915 (Division 10 of the Code), and the last installment of the bonds shall mature not to exceed twenty-nine (29) years from the second day of September next succeeding twelve (12) months from their date.

Section 8. The procedure for the collection of assessments and advance retirement of bonds under the Improvement Bond Act of 1915 shall be as provided in Part 11.1 thereof.

Section 9. Neither the Authority nor any member agency thereof will obligate itself to advance available funds from its or their own funds or otherwise to cure any deficiency which may occur in the bond redemption fund. A determination not to obligate itself shall not prevent the Authority or any such member agency from, in its sole discretion, so advancing funds.

Section 10. The amount of any surplus remaining in the improvement fund after acquisition of the Improvements and/or payment of Improvement Fees and all other claims shall be distributed in accordance with the provisions of Section 10427.1 of the Code.

Section 11. To the extent any Improvement Fees are paid to the Authority in cash with respect to property within the proposed Assessment District prior to the date of issuance of the bonds, the amounts so paid shall be reimbursed from the proceeds of the bonds to the property owner or developer that made the payment.

PASSED AND ADOPTED by the California Statewide Communities Development Authority this ___ day of _____, 20__.

I, the undersigned, an Authorized Signatory of the California Statewide Communities Development Authority, DO HEREBY CERTIFY that the foregoing resolution was duly adopted by the Commission of the Authority at a duly called meeting of the Commission of the Authority held in accordance with law on _____ __ , 20__.

By _____
Authorized Signatory
California Statewide Communities
Development Authority

EXHIBIT A TO THE RESOLUTION OF INTENTION

DESCRIPTION OF WORK

The payment of development impact fees, capacity fees and/or other development related charges levied within the Assessment District and/or public capital improvements to be acquired and owned by the County of Mariposa or another local agency upon or for the benefit of parcels within the Assessment District, for the project known as [*Project Name*], which are authorized to be financed pursuant to the Municipal Improvement Act of 1913 and as to which the owners of the applicable parcels within the Assessment District have applied for participation in SCIP, as more particularly described below.

PAYMENT OF IMPACT FEES, CAPACITY FEES AND/OR OTHER DEVELOPMENT RELATED CHARGES

CAPITAL IMPROVEMENTS*

**Capital improvements includes funding for incidental costs associated with the capital improvements, including but not limited to, contingency, design, engineering, and construction management*

[*End of Form of Resolution of Intention*]

EXHIBIT B TO THE RESOLUTION

FORM OF ACQUISITION AGREEMENT

CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY

STATEWIDE COMMUNITY INFRASTRUCTURE PROGRAM

ACQUISITION AGREEMENT

BY AND BETWEEN

COUNTY OF MARIPOSA

AND

[DEVELOPER]

Dated as of _____, 20__

ACQUISITION AGREEMENT

Recitals

A. The parties to this Acquisition Agreement (the "Agreement") are the COUNTY OF MARIPOSA, (the "Local Agency"), and [DEVELOPER], a [*indicate type of legal entity*] (the "Developer").

B. The effective date of this Agreement is _____, 20__.

C. The Developer has applied for the financing of, among other things, certain public capital improvements to be owned by the Local Agency (collectively, the "Acquisition Improvements") through the California Statewide Communities Development Authority (the "Authority") and its Statewide Community Infrastructure Program ("SCIP"). [*For CFDS*:][The Acquisition Improvements are to be owned and operated by the Local Agency, and the financing is to be accomplished through a community facilities district which will be administered by the Authority under and pursuant to the Mello-Roos Community Facilities Act of 1982 – California Government Code Sections 53311 and following (the "Act"). On [_____], 20[_], the Local Agency entered into a Joint Community Facilities Agreement authorizing the Authority to form a community facilities district (the "District") within the territorial limits of the Local Agency to finance, among other things, the Acquisition Improvements. On [_____], 20[_], the Authority formed the District and, on the same date, a landowner election was conducted in which all of the votes were cast unanimously in favor of conferring the District authority on the Authority Commission.] [*For Assessment Districts*:][The Acquisition Improvements are to be owned and operated by the Local Agency, and the financing is to be accomplished through an assessment district (the "District") which will be administered by the Authority under and pursuant to Municipal Improvement Act of 1913 (Streets and Highways Code Sections 10000 and following) (the "1913 Act") and the issuance of improvement bonds (the "Local Obligations") under the Improvement Bond Act of 1915 (Streets and Highways Code Sections 8500 and following) (the "1915 Act" and, together with the "1913 Act" the "Act").]

D. The administration, payment and reimbursement of the capital facilities fees is agreed to be governed by the provisions of the SCIP Manual of Procedures as it may be amended from time to time. The administration, payment and reimbursement of the Acquisition Improvements shall be as provided herein.

E. Under SCIP, the Authority intends to levy [assessments] [special taxes] and issue bonds, in one or more series, to fund, among other things, all or a portion of the costs of the Acquisition Improvements. The portion of the proceeds of the [special taxes and] bonds allocable to the cost of the Acquisition Improvements, together with interest earned thereon, is referred to herein as the "Available Amount".

F. The Authority will provide financing for the acquisition by the Local Agency of the Acquisition Improvements and the payment of the Acquisition Price (as defined herein) of the Acquisition Improvements from the Available Amount. Attached hereto as Exhibit A is a description of the Acquisition Improvements, which includes authorized discrete and usable portions, if any, of the public capital improvements, [pursuant to Section 53313.51 of the Act,] to

be acquired from the Developer.

G. The parties anticipate that, upon completion of the Acquisition Improvements and subject to the terms and conditions of this Agreement, the Local Agency will acquire such completed Acquisition Improvements with the Available Amount.

H. Any and all monetary obligations of the Local Agency arising out of this Agreement are the special and limited obligations of the Local Agency payable only from the Available Amount, and no other funds whatsoever of the Local Agency shall be obligated therefor.

I. Attached to this Agreement are Exhibit A (*Acquisition Improvements and the Eligible Portions thereof*) and Exhibit B (*Form of Requisition*), which are incorporated into this Agreement for all purposes.

In consideration of Recitals A through I, inclusive, and the mutual covenants, undertakings and obligations set forth below, the Local Agency and the Developer agree as stated below.

Agreement

ARTICLE I

DEFINITIONS; DISTRICT FORMATION AND FINANCING PLAN

Section 1.01. Definitions. As used herein, the following capitalized terms shall have the meanings ascribed to them below:

"Acceptable Title" means free and clear of all monetary liens, encumbrances, assessments, whether any such item is recorded or unrecorded, and taxes, except those items which are reasonably determined by the Local Agency Engineer not to interfere with the intended use and therefore are not required to be cleared from the title.

"Acquisition and Construction Fund" means the "County of Mariposa Acquisition and Construction Fund" established by the Authority pursuant to Section 1.03 hereof for the purpose of paying the Acquisition Price of the Acquisition Improvements and which fund may be held as a subaccount within a fund established under the Authority Trust Agreement and may be commingled with acquisition and construction fund monies available for other public capital improvements.

"Acquisition Improvement" shall have the meaning assigned to such term in the recitals and are further described in Exhibit A.

"Acquisition Price" means the total amount eligible to be paid to the Developer upon acquisition of an Acquisition Improvement as provided in Section 2.03 not to exceed the Actual Cost of the Acquisition Improvement.

"Act" has the meaning ascribed thereto in Recital C.

"Actual Cost" means the total cost of an Acquisition Improvement, as documented by the Developer to the satisfaction of the Local Agency and as certified by the Local Agency Engineer in an Actual Cost Certificate including, without limitation, (a) the Developer's cost of constructing such Acquisition Improvement including grading, labor, material and equipment costs, (b) the Developer's cost of designing and engineering the Acquisition Improvement, preparing the plans and specifications and bid documents for such Acquisition Improvement, and the costs of inspection, materials testing and construction staking for such Acquisition Improvement, (c) the Developer's cost of any performance, payment and maintenance bonds and insurance, including title insurance, required hereby for such Acquisition Improvement, (d) the Developer's cost of any real property or interest therein that is either necessary for the construction of such Acquisition Improvement (e.g., temporary construction easements, haul roads, etc.), or is required to be conveyed with such Acquisition Improvement in order to convey Acceptable Title thereto to the Local Agency or its designee, (e) the Developer's cost of environmental evaluation or mitigation required for such Acquisition Improvement, (f) the amount of any fees actually paid by the Developer to governmental agencies in order to obtain permits, licenses or other necessary governmental approvals and reviews for such Acquisition Improvement, (g) the Developer's cost for construction and project management, administration and supervision services for such Acquisition Improvement, (h) the Developer's cost for professional services related to such Acquisition Improvement, including engineering, accounting, legal, financial, appraisal and similar professional services, and (i) the costs of construction financing incurred by the Developer with respect to such Acquisition Improvement.

"Actual Cost Certificate" means a certificate prepared by the Developer detailing the Actual Cost of an Acquisition Improvement, or an Eligible Portion thereof, to be acquired hereunder, as may be revised by the Local Agency Engineer pursuant to Section 2.03.

"Agreement" means this Acquisition Agreement, dated as of [_____], 20[_].

"Authority" means the California Statewide Communities Development Authority.

"Authority Trust Agreement" means a Trust Agreement entered into by the Authority and an Authority Trustee in connection with the issuance of bonds.

"Authority Trustee" means the financial institution identified as trustee in an Authority Trust Agreement.

"Available Amount" shall have the meaning assigned to the term in Recital E.

"Bonds" means bonds or other indebtedness issued by the Authority as tax-exempt or taxable bonds or other indebtedness, in one or more series, that is to be repaid by the District.

"Code" means the Streets and Highways Code or the Government Code of the State of California, as applicable.

"Developer" means [*Developer*], its successors and assigns.

"Disbursement Request Form" means a requisition for payment of funds from the Acquisition and Construction Fund for an Acquisition Improvement, or an Eligible Portion thereof

in substantially the form contained in Exhibit B hereto.

"District" shall have the meaning assigned to the term in Recital C.

"Eligible Portion" shall have the meaning ascribed to it in Section 2.03 below.

"Installment Payment" means an amount equal to ninety percent (90%) of the Actual Cost of an Eligible Portion.

"Local Agency" means the County of Mariposa.

"Local Agency Engineer" means the Engineer of the Local Agency or his/her designee who will be responsible for administering the acquisition of the Acquisition Improvements hereunder.

"Project" means the Developer's development of the property in the District, including the design and construction of the Acquisition Improvements and the other public and private improvements to be constructed by the Developer within the District.

["Special Taxes" means annual special taxes, and prepayments thereof, authorized by the District to be levied by the Commission of the Authority.]

"Title Documents" means, for each Acquisition Improvement acquired hereunder, a grant deed or similar instrument necessary to transfer title to any real property or interests therein (including easements), or an irrevocable offer of dedication of such real property with interests therein necessary to the operation, maintenance, rehabilitation and improvement by the Local Agency of the Acquisition Improvement (including, if necessary, easements for ingress and egress) and a bill of sale or similar instrument evidencing transfer of title to the Acquisition Improvement (other than said real property interests) to the Local Agency, where applicable.

Section 1.02. Participation in SCIP. The Local Agency has adopted a resolution authorizing the Authority to accept applications from time to time of developers within the Local Agency's jurisdictional boundaries. Developer has applied for financing through SCIP of the Acquisition Improvements, and such application has been approved by the Local Agency. [*For CFDs:*][The terms of a joint community facilities agreement identifying the Acquisition Improvements and the terms and conditions for the District were embodied within the Local Agency Resolution and were accepted by the Authority with respect to the District.] Developer and Local Agency agree that until and unless such financing is completed by the Authority and the Available Amount is deposited in the Acquisition and Construction Fund (as defined in Section 1.03 below), neither the Developer nor the Local Agency shall have any obligations under this Agreement. Developer agrees to cooperate with the Local Agency and the Authority in the completion of SCIP financing for the Acquisition Improvements.

Section 1.03. Deposit and Use of Available Amount.

(a) Upon completion of the SCIP financing, the Available Amount will be deposited by the Authority in the Acquisition and Construction Fund.

(b) The Authority will cause the Authority Trustee to establish and maintain an account (the "Acquisition and Construction Fund") for the purpose of holding all funds for the Acquisition Improvements. All earnings on amounts in the Acquisition and Construction Fund shall remain in the Acquisition and Construction Fund for use as provided herein and pursuant to the Authority Trust Agreement. Money in the Acquisition and Construction Fund shall be available to respond to delivery of a Disbursement Request Form and to be paid to the Developer or its designee to pay the Acquisition Price of the Acquisition Improvements, as specified in Article II hereof. Upon completion of all of the Acquisition Improvements and the payment of all costs thereof, any remaining funds in the Acquisition and Construction Fund (less any amount determined by the Local Agency as necessary to reserve for claims against the account) (i) shall be applied to pay the costs of any additional Acquisition Improvements eligible for acquisition with respect to the Project as approved by the Authority and, to the extent not so used, (ii) shall be applied by the Authority [to call Bonds or to reduce Special Taxes as the Authority shall determine][as provided in Section 10427.1 of the Code to pay a portion of the assessments levied on the Project property in the District].

Section 1.04. No Local Agency Liability; Local Agency Discretion; No Effect on Other Agreements. In no event shall any actual or alleged act by the Local Agency or any actual or alleged omission or failure to act by the Local Agency with respect to SCIP subject the Local Agency to monetary liability therefor. Further, nothing in this Agreement shall be construed as affecting the Developer's or the Local Agency's duty to perform their respective obligations under any other agreements, public improvement standards, land use regulations or subdivision requirements related to the Project, which obligations are and shall remain independent of the Developer's and the Local Agency's rights and obligations under this Agreement.

ARTICLE II

DESIGN, CONSTRUCTION AND ACQUISITION OF ACQUISITION IMPROVEMENTS

Section 2.01. Letting and Administering Design Contracts. The parties presently anticipate that the Developer has awarded and administered or will award and administer engineering design contracts for the Acquisition Improvements to be acquired from Developer. All eligible expenditures of the Developer for design engineering and related costs in connection with the Acquisition Improvements (whether as an advance to the Local Agency or directly to the design consultant) shall be reimbursed at the time of acquisition of such Acquisition Improvements. The Developer shall be entitled to reimbursement for any design costs of the Acquisition Improvements only out of the Acquisition Price as provided in Section 2.03 and shall not be entitled to any payment for design costs independent of or prior to the acquisition of Acquisition Improvements.

Section 2.02. Letting and Administration of Construction Contracts; Indemnification. State law requires that all Acquisition Improvements not completed prior to the formation of the District shall be constructed as if they were constructed under the direction and supervision, or under the authority, of the Local Agency. In order to assure compliance with those provisions, except for any contracts entered into prior to the date hereof, Developer agrees to comply with any applicable requirements of the Local Agency with respect to the bidding and

contracting for the construction of the Acquisition Improvements. The Developer agrees that all the contracts shall call for payment of prevailing wages as required by the Labor Code of the State of California. The Developer's indemnification obligation set forth in Section 3.01 of this Agreement shall also apply to any alleged failure to comply with the requirements of this Section, and/or applicable State laws regarding public contracting and prevailing wages.

Section 2.03. Sale of Acquisition Improvements. The Developer agrees to sell to the Local Agency each Acquisition Improvement to be constructed by Developer (including any rights-of-way or other easements necessary for the Acquisition Improvements, to the extent not already publicly owned), when the Acquisition Improvement has been constructed and is complete to the satisfaction of the Local Agency for an amount not to exceed the lesser of (i) the Available Amount or (ii) the Actual Cost of the Acquisition Improvement. Exhibit A, attached hereto and incorporated herein, contains a list of the Acquisition Improvements. Portions of an Acquisition Improvement eligible for Installment Payments prior to completion of the entire Acquisition Improvement are described as eligible, discrete and usable portions in Exhibit A (each, an "Eligible Portion"). At the time of completion of each Acquisition Improvement, or Eligible Portion thereof, the Developer shall deliver to the Local Agency Engineer a written request for acquisition, accompanied by an Actual Cost Certificate, and by executed Title Documents for the transfer of the Acquisition Improvement where necessary. In the event that the Local Agency Engineer finds that the supporting paperwork submitted by the Developer fails to demonstrate the required relationship between the subject Actual Cost and eligible work, the Local Agency Engineer shall advise the Developer that the determination of the Actual Cost (or the ineligible portion thereof) has been disallowed and shall request further documentation from the Developer. If the further documentation is still not adequate, the Local Agency Engineer may revise the Actual Cost Certificate to delete any disallowed items and the determination shall be final and conclusive.

Certain soft costs for the Acquisition Improvements, such as civil engineering, may have been incurred pursuant to single contracts that include work relating also to the private portions of the Project. In those instances, the total costs under such contracts will be allocated to each Acquisition Improvement as approved by the Local Agency Engineer. Where a specific contract has been awarded for design or engineering work relating solely to an Acquisition Improvement, one hundred percent (100%) of the costs under the contract will be allocated to that Acquisition Improvement. Amounts allocated to an Acquisition Improvement will be further allocated among the Eligible Portions of that Acquisition Improvement, if any, in the same proportion as the amount to be reimbursed for hard costs for each Eligible Portion bears to the amount to be reimbursed for hard costs for the entire Acquisition Improvement. Costs will be allocated to each Acquisition Improvement as approved by the Local Agency Engineer. The costs of certain environmental mitigation required to mitigate impacts of the public and private portions of the Project will be allocated to each Acquisition Improvement as approved by the Local Agency Engineer.

In the event that the Actual Cost is in excess of the Available Amount, the Local Agency shall withdraw the Available Amount from the Acquisition and Construction Fund and transfer said amount to the Developer. In the event that the Actual Cost is less than the Available Amount, the Local Agency shall withdraw an amount from the Acquisition and Construction Fund equal to the Actual Cost, and shall transfer said amount to the Developer. Any amounts then remaining in the Acquisition and Construction Fund shall be applied as provided in Section 1.03.

In no event shall the Local Agency be required to pay the Developer more than the amount on deposit in the Acquisition and Construction Fund at the time such payment is requested.

Section 2.04. Conditions Precedent to Payment of Acquisition Price. Payment to the Developer or its designee of the Acquisition Price for an Acquisition Improvement from the Acquisition and Construction Fund shall in every case be conditioned first upon the determination of the Local Agency Engineer, pursuant to Section 2.03, that the Acquisition Improvement satisfies all Local Agency regulations and ordinances and is otherwise complete and ready for acceptance by the Local Agency, and shall be further conditioned upon satisfaction of the following additional conditions precedent:

(a) The Developer shall have provided the Local Agency with lien releases or other similar documentation satisfactory to the Local Agency Engineer as evidence that none of the property (including any rights-of-way or other easements necessary for the operation and maintenance of the Acquisition Improvement, to the extent not already publicly owned) comprising the Acquisition Improvement, and the property which is subject to the [assessments/Special Taxes] of the District, is not subject to any prospective mechanics lien claim respecting the Acquisition Improvements.

(b) All due and payable property taxes, and installments of [assessments/Special Taxes] shall be current on property owned by the Developer or under option to the Developer that is subject to the lien of the District.

(c) The Developer shall certify that it is not in default with respect to any loan secured by any interest in the Project.

(d) The Developer shall have provided the Local Agency with Title Documents needed to provide the Local Agency with title to the site, right-of-way, or easement upon which the subject Acquisition Improvements are situated. All such Title Documents shall be in a form acceptable to the Local Agency (or applicable governmental agency) and shall convey Acceptable Title. The Developer shall provide a policy of title insurance as of the date of transfer in a form acceptable to the Local Agency Engineer insuring the Local Agency as to the interests acquired in connection with the acquisition of any interest for which such a policy of title insurance is not required by another agreement between the Local Agency and the Developer. Each title insurance policy required hereunder shall be in the amount equal to or greater than the Acquisition Price.

Section 2.05. SCIP Requisition. Upon a determination by the Local Agency Engineer to pay the Acquisition Price of the Acquisition Improvements pursuant to Section 2.04, the Local Agency Engineer shall cause a SCIP Requisition to be submitted to the Program Administrator. The Program Administrator will review the SCIP Requisition and forward it with instructions to the Authority Trustee and the Authority Trustee shall make payment directly to the Developer of such amount pursuant to the Authority Trust Agreement. The Local Agency and the Developer acknowledge and agree that the Authority Trustee shall make payment strictly in accordance with the SCIP Requisition and shall not be required to determine whether or not the Acquisition Improvements have been completed or what the Actual Costs may be with respect to such Acquisition Improvements. The Authority Trustee shall be entitled to rely on the SCIP Requisition on its face without any further duty of investigation.

ARTICLE III

MISCELLANEOUS

Section 3.01. Indemnification and Hold Harmless. The Developer hereby assumes the defense of, and indemnifies and saves harmless the Local Agency, the Authority, and each of its respective officers, directors, employees and agents, from and against all actions, damages, claims, losses or expenses of every type and description to which they may be subjected or put, by reason of, or resulting from or alleged to have resulted from the acts or omissions of the Developer or its agents and employees in the performance of this Agreement, or arising out of any contract for the design, engineering and construction of the Acquisition Improvements or arising out of any alleged misstatements of fact or alleged omission of a material fact made by the Developer, its officers, directors, employees or agents to the Authority's underwriter, financial advisor, appraiser, district engineer or bond counsel or regarding the Developer, its proposed developments, its property ownership and its contractual arrangements contained in the official statement relating to the SCIP financing (provided that the Developer shall have been furnished a copy of such official statement and shall not have objected thereto); and provided, further, that nothing in this Section 3.01 shall limit in any manner the Local Agency's rights against any of the Developer's architects, engineers, contractors or other consultants. Except as set forth in this Section 3.01, no provision of this Agreement shall in any way limit the extent of the responsibility of the Developer for payment of damages resulting from the operations of the Developer, its agents and employees. Nothing in this Section 3.01 shall be understood or construed to mean that the Developer agrees to indemnify the Local Agency, the Authority or any of its respective officers, directors, employees or agents, for any negligent or wrongful acts or omissions to act of the Local Agency, Authority, its officers, employees, agents or any consultants or contractors.

Section 3.02. Audit. The Local Agency shall have the right, during normal business hours and upon the giving of ten days' written notice to the Developer, to review all books and records of the Developer pertaining to costs and expenses incurred by the Developer (for which the Developer seeks reimbursement) in constructing the Acquisition Improvements.

Section 3.03. Cooperation. The Local Agency and the Developer agree to cooperate with respect to the completion of the SCIP financing for the Acquisition Improvements. The Local Agency and the Developer agree to meet in good faith to resolve any differences on future matters which are not specifically covered by this Agreement.

Section 3.04. General Standard of Reasonableness. Any provision of this Agreement which requires the consent, approval or acceptance of either party hereto or any of their respective employees, officers or agents shall be deemed to require that such consent, approval or acceptance not be unreasonably withheld or delayed, unless such provision expressly incorporates a different standard. The foregoing provision shall not apply to provisions in the Agreement which provide for decisions to be in the sole discretion of the party making the decision.

Section 3.05. Third Party Beneficiaries. The Authority and its officers, employees, agents or any consultants or contractors are expressly deemed third party beneficiaries of this Agreement with respect to the provisions of Section 3.01. It is expressly agreed that, except for the Authority with respect to the provisions of Section 3.01, there are no third party

beneficiaries of this Agreement, including without limitation any owners of bonds, any of the Local Agency's or the Developer's contractors for the Acquisition Improvements and any of the Local Agency's, the Authority's or the Developer's agents and employees.

Section 3.06. Conflict with Other Agreements. Nothing contained herein shall be construed as releasing the Developer or the Local Agency from any condition of development or requirement imposed by any other agreement between the Local Agency and the Developer, and, in the event of a conflicting provision, such other agreement shall prevail unless such conflicting provision is specifically waived or modified in writing by the Local Agency and the Developer.

Section 3.07. Notices. All invoices for payment, reports, other communication and notices relating to this Agreement shall be delivered (via mail or electronic mail) to:

If to the Local Agency:

County of Mariposa
[*Address to come*]
[*Email to come*]

If to the Developer:

[Developer]
[*Address to come*]
[*Email to come*]

Either party may change its address by giving notice in writing to the other party.

Section 3.08. Severability. If any part of this Agreement is held to be illegal or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall be given effect to the fullest extent reasonably possible.

Section 3.09. Governing Law. This Agreement and any dispute arising hereunder shall be governed by and interpreted in accordance with the laws of the State of California.

Section 3.10. Waiver. Failure by a party to insist upon the strict performance of any of the provisions of this Agreement by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Agreement.

Section 3.11. Singular and Plural; Gender. As used herein, the singular of any word includes the plural, and terms in the masculine gender shall include the feminine.

Section 3.12. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original.

Section 3.13. Successors and Assigns. This Agreement is binding upon the heirs, assigns and successors-in-interest of the parties hereto. The Developer may not assign its rights or obligations hereunder, except to successors-in-interest to the property within the District, without the prior written consent of the Local Agency.

Section 3.14. Remedies in General. It is acknowledged by the parties that the Local Agency would not have entered into this Agreement if it were to be liable in damages under or with respect to this Agreement or the application thereof, other than for the payment to the Developer of any (i) moneys owing to the Developer hereunder, or (ii) moneys paid by the Developer pursuant to the provisions hereof which are misappropriated or improperly obtained, withheld or applied by the Local Agency.

In general, each of the parties hereto may pursue any remedy at law or equity available for the breach of any provision of this Agreement, except that the Local Agency shall not be liable in damages to the Developer, or to any assignee or transferee of the Developer other than for the payments to the Developer specified in the preceding paragraph. Subject to the foregoing, the Developer covenants not to sue for or claim any damages for any alleged breach of, or dispute which arises out of, this Agreement.

[*The remainder of this page intentionally left blank*]

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

COUNTY OF MARIPOSA

By: .....
Authorized Officer

[DEVELOPER],
a [here indicate type of legal entity]

By: .....
Signature

.....
Print Name

Exhibit A to the Acquisition Agreement

DESCRIPTION OF ACQUISITION IMPROVEMENTS AND BUDGETED AMOUNTS

[*To be completed based on Final Engineer's Report/developer's budget and cash flows*]

Funding includes amounts for incidental costs associated with the capital improvements, including, but not limited to, contingency, design, engineering, and construction management.

ACQUISITION IMPROVEMENTS	TOTAL AMOUNT*
[_]	$[_]
[_]	$[_]

* Estimated. Acquisition Price will be determined based on Actual Cost as further described in this Acquisition Agreement.

Exhibit B to the Acquisition Agreement

FORM OF SCIP REQUISITION

To: BLX Group LLC
SCIP Program Administrator
355 South Grand Avenue, Suite 2700
Los Angeles, California 90071
Attention: Vo Nguyen
Fax: 213-612-2499

Re: Statewide Community Infrastructure Program

The undersigned, a duly authorized officer of the COUNTY OF MARIPOSA hereby requests a withdrawal from the [DEVELOPER] ACQUISITION AND CONSTRUCTION FUND, as follows:

Request Date:	[Insert Date of Request]
Name of Developer:	[Developer]
Withdrawal Amount:	[Insert Acquisition Price]
Acquisition Improvements:	[Insert Description of Acquisition Improvement(s) from Ex. A]
Payment Instructions:	[Insert Wire Instructions or Payment Address for Developer]

The undersigned hereby certifies as follows:

1. The Withdrawal is being made in accordance with a permitted use of such monies pursuant to the Acquisition Agreement, and the Withdrawal is not being made for the purpose of reinvestment.

2. None of the items for which payment is requested have been reimbursed previously from other sources of funds.

3. If the Withdrawal Amount is greater than the funds held in the Acquisition and Construction Fund, the SCIP Program Administrator is authorized to amend the amount requested to be equal to the amount of such funds.

COUNTY OF MARIPOSA

By: _____

Title: _____

EXHIBIT C TO THE RESOLUTION

ELIGIBLE FACILITIES AND FEES

Eligible facilities and fees that may be financed by a CFD formed by CSCDA through SCIP include all improvements and fees authorized under the Mello-Roos Act, including but not limited to the following:

Transportation Improvements

Eligible roadway improvements include, but are not limited to: acquisition of land and easements; roadway design; project management; bridge crossings and culverts; clearing, grubbing, and demolition; grading, soil import/export, paving (including slurry seal), and decorative/enhanced pavement concrete and/or pavers; joint trenches, underground utilities and undergrounding of existing utilities; dry utilities and appurtenances; curbs, gutters, sidewalks, bike trails (including onsite and off-site), enhanced fencing, and access ramps; street lights, signalization, and traffic signal control systems; bus turnouts; signs and striping; erosion control; median and parkway landscaping and irrigation; entry monumentation; bus shelters, bus and transit improvements including transfer stations and regional public transit improvements; masonry walls; traffic control and agency fees; and other improvements related thereto. Eligible improvements for the roads listed herein also include any and all necessary underground potable and recycled water, sanitary sewer, and storm drainage system improvements.

Water System Improvements

Authorized facilities include any and all water facilities designed to meet the needs of development within the CFD. These facilities include, but may not be limited to: water storage, treatment and distribution facilities including waterlines and appurtenances, gate valves, pressure reducing stations, flow meters, fire hydrants, and other improvements related thereto such as site clearing, grading and paving; curbs and gutters; booster pump stations & power; stand-by generators; site lighting, drainage, sanitary sewer, and water service; landscaping and irrigation; access gates, and fencing; and striping and signage.

Recycled Water System Improvements

Authorized facilities include any and all recycled water system facilities designed to meet the needs of development within the CFD. These facilities include, but may not be limited to: treatment and distribution facilities including pipelines and appurtenances, gate valves, flow meters, booster pump pressurization system, and other improvements related thereto - such as site clearing, grading and paving; curbs and gutters; booster pump stations; stand-by generators; site lighting, drainage, sanitary sewer, and water service; landscaping and irrigation; access gates, and fencing; and striping and signage.

Drainage System Improvements

Authorized facilities include any and all drainage and storm drain improvements designed to meet the needs of development within the CFD. These facilities include, but may not be limited to: excavation and grading, pipelines and appurtenances, outfalls and water quality measures, detention/retention basins, drainage pretreatment facilities, drainage ways/channels, pump stations, landscaping and irrigation; access roads, gates, and fencing; and striping and signage and

other improvements related thereto.

Wastewater System Improvements

Authorized facilities include any and all wastewater facilities designed to meet the needs of development within the CFD. These facilities include, but may not be limited to, pipelines and all appurtenances thereto; manholes; tie-in to existing main lines; force mains; lift stations; upgrades to existing lift stations; odor-control facilities; and permitting related thereto; and related sewer system improvements.

Park, Parkway and Open Space Improvements

Authorized facilities include any and all improvements to parks, parkways and open space required for development within the CFD. These facilities include, but may not be limited to: grading, turf, shrubs and trees, landscaping irrigation, site lighting, drainage, sanitary sewer and water service, pedestrian and bicycle trails, protective fencing (including soundwalls), pedestrian/bicycle bridges, storm drain crossings, wetland mitigation, hawk mitigation for authorized facilities herein, access gates and fencing and related open space improvements. Authorized facilities include acquisition of any and all parkland as well as open space/bike trail/public access easements required for development within the CFD.

Electrical System Improvements

Authorized facilities include any and all electrical supply and distribution facilities designed to meet the needs of development within the CFD. These facilities include, but may not be limited to: design, distribution lines, vaults, conduit, trenching, transformers and installation of cabling.

School and Educational Facilities

Authorized facilities include classroom renovation, updates to school safety and security systems, technology improvements, energy efficiency improvements, school modernization and retrofitting, and new classroom and school construction as required for development within the CFD.

Other Public Improvements

Authorized facilities include any and all public facilities and infrastructure designed to meet the needs of development within the CFD. These facilities include, but may not be limited to: community center facilities, library facilities, police facilities, fire suppression and response facilities, other public safety facilities, corporation yards, municipal service centers, public parking garages, and other public buildings.

Fees and Charges

Authorized facilities include the direct funding of any of the above referenced facility types for which the Local Agency collects a development impact fee, capacity charge, fair share contribution, or other development-related fee.

Other Incidental Expenses and Bond Issuance Costs

In addition to the above facilities, other incidental expenses as authorized by the Mello-Roos Community Facilities Act of 1982, including, but not limited to, the cost of planning and designing the facilities (including the cost of environmental evaluation, remediation and mitigation); engineering and surveying; construction staking; utility relocation and demolition costs incidental to the construction of the public facilities; costs of project/construction management; costs (including the costs of legal services) associated with the formation of the CFD; issuance of bonds (if any); determination of the amount of taxes; collection of taxes; payment of taxes; costs of calculating and providing reimbursements from one-time special tax payments; or costs otherwise incurred in order to carry out the authorized purposes of the CFD; and any other expenses incidental to the formation and implementation of the CFD and to the construction, completion, inspection and acquisition of the authorized facilities.

EXHIBIT D TO THE RESOLUTION

ELIGIBLE SERVICES

Services to be funded, in whole or in part, by any CFD formed by the Authority for Agency Services shall include all direct and incidental costs related to providing for the funding of public safety services, including, but not limited to, police and fire safety, emergency response, and similar services, as well as the funding of services for the maintenance of public improvements. The CFDs may fund services relating to obtaining, constructing, furnishing, operating and maintaining equipment, apparatus or facilities related to providing the services and/or equipment, apparatus, facilities or fixtures in areas to be maintained, paying the salaries and benefits of personnel necessary or convenient to provide the services, payment of insurance costs and other related expenses and the provision of reserves for repairs and replacements and for the future provisions of services. The Services may be provided by the Agency directly with its own employees or by contract with third parties, or any combination thereof.

Services to be financed by a CFD shall be limited to Services that are in addition to those provided in the territory of the CFD prior to the date of creation of the CFD and shall not supplant services already available within that territory when the CFD is created.

CERTIFICATION OF RESOLUTION

I, the undersigned, the duly appointed and qualified Clerk of the Board of the County of Mariposa, do hereby certify that the foregoing Resolution No. _____ was duly adopted at a regular meeting of the Board of Supervisors of the County of Mariposa duly and regularly held at the regular meeting place thereof on the _____ day of _____, 20__, of which meeting all of the members of said Board of Supervisors had due notice and at which a majority thereof were present.

An agenda of said meeting was posted at least 72 hours before said meeting at _____, a location freely accessible to members of the public, and a brief description of said resolution appeared on said agenda.

Notice of public was published in [*name of newspaper*] at least 5 days prior to the hearing.

I have carefully compared the foregoing with the original minutes of said meeting on file and of record in my office, and the foregoing is a full, true and correct copy of the original resolution adopted at said meeting and entered in said minutes.

Said resolution has not been amended, modified or rescinded since the date of its adoption and the same is now in full force and effect.

Dated: _____, 20__

_____
Clerk of the Board of the County of Mariposa

Seal

By: _____

Outlook

FW: SCIP Program mariposa

From Steve Engfer <sengfer@mariposacounty.org>
Date Tue 11/12/2024 1:49 PM
To Danielle Bondshu <dbondshu@mariposacounty.org>

Hello,

This is the comment/ information received that I read to the Board today for the SCIP item.

Thank you!

Steve Engfer, Planning Director
Mariposa Planning
P.O. Box 2039 • 5100 Bullion Street
Mariposa • CA • 95338
(209) 742-1250 • FAX (209) 742-5024
www.mariposacounty.org/planning

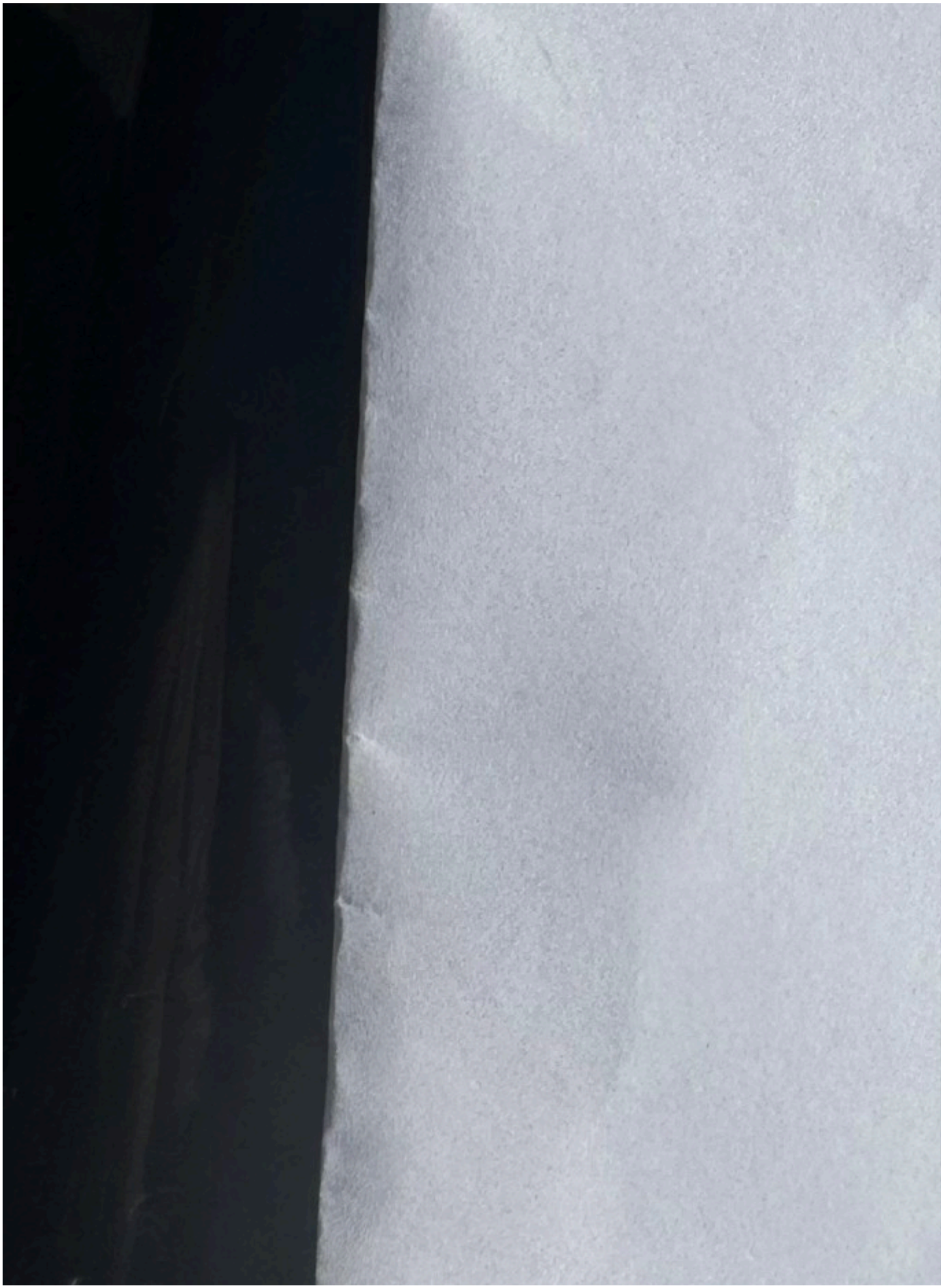
From: Guneet Bajwa <gbajwa@presidioco.com>
Sent: Tuesday, November 12, 2024 11:27 AM
To: Steve Engfer <sengfer@mariposacounty.org>
Cc: Will Fassett <wfassett@mariposacounty.org>; Gabriella Sarrouh <gabriella@presidioco.com>; Dipti Lala <dlala@presidioco.com>; Ashish Sanan <asanan@gmail.com>; Shalabh Saxena <shalabhs.saxena@gmail.com>
Subject: Re: SCIP Program mariposa

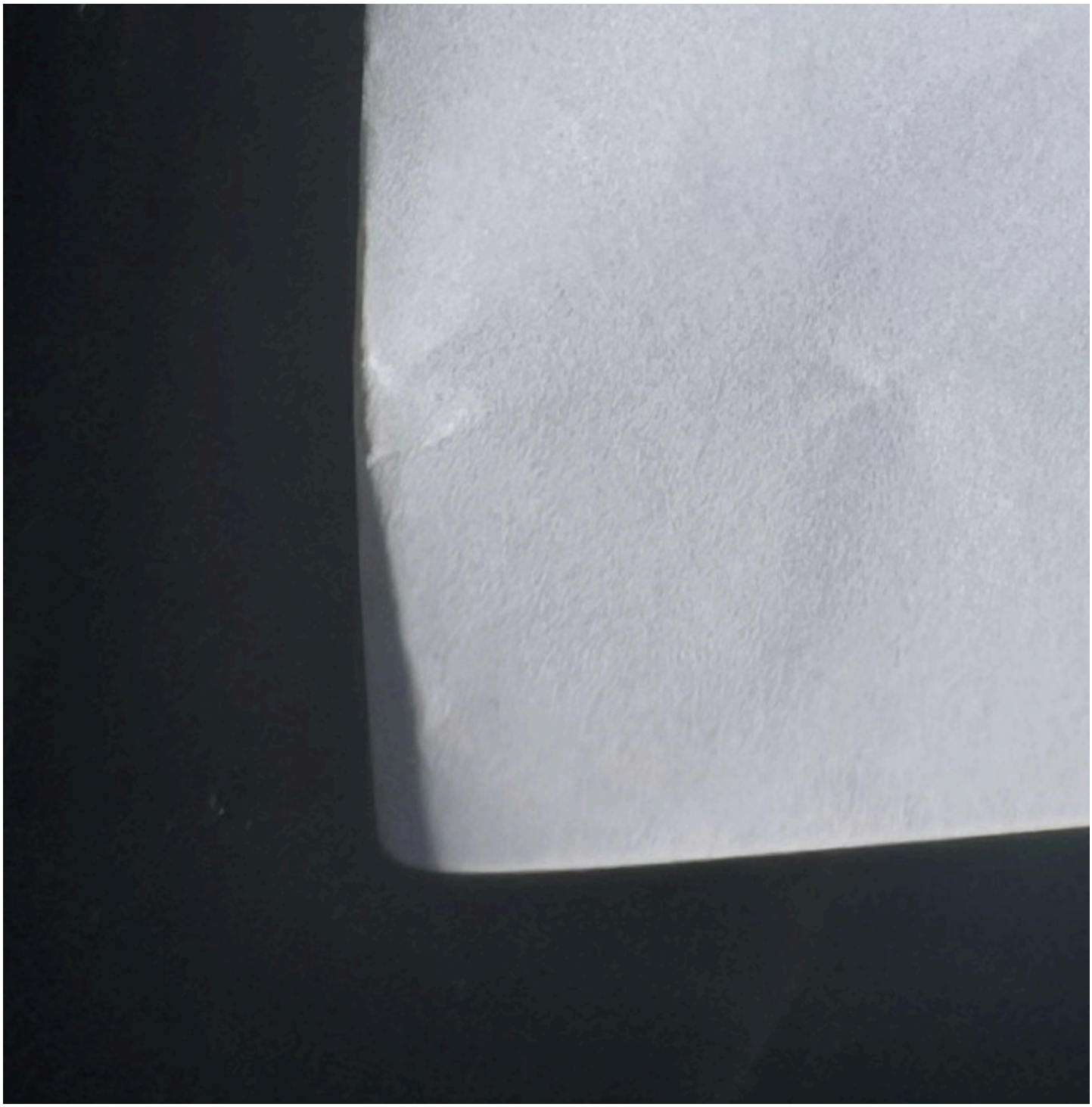
Steve,

I am sorry but have to drop off. Attached are my public comments in support of the project. I will connect with you later this afternoon.

Thanks, Guneet







Guneet Bajwa
Managing Principal
Presidio Companies
221 G St., Suite 205
Davis, CA 95616
707 429 6000 Ext 110
707 853 1833 (Mobile)
707 423 4132 (Direct)
gbajwa@presidioco.com
www.presidioco.com

On Mon, Nov 11, 2024 at 6:04 PM Steve Engfer <sengfer@mariposacounty.org> wrote:

> Great!
> Steve

Get Outlook for iOS

From: Guneet Bajwa <gbajwa@presidioco.com>
Sent: Monday, November 11, 2024 5:41:01 PM
To: Steve Engfer <sengfer@mariposacounty.org>
Cc: Will Fassett <wfassett@mariposacounty.org>; Gabriella Sarrouh <gabriella@presidioco.com>; Dipti Lala <dlala@presidioco.com>; Ashish Sanan <asanan@gmail.com>; Shalabh Saxena <shalabhs.saxena@gmail.com>

Subject: Re: SCIP Program mariposa

I plan to attend. Thanks, Guneet

On Mon, Nov 11, 2024 at 4:38 PM Steve Engfer <sengfer@mariposacounty.org> wrote:

> Hello,
>
> The Board of Supervisors packet for tomorrow's meeting includes the SCIP program. It is available here:
>
> https://mariposacoca.portal.civicclerk.com/event/553/files/agenda/1948
>
> It is agenda item, I. Regular Agenda items, No. 6.
>
> I am not sure exactly the time it will be heard, meeting starts at 9 am.
>
> I suspect it will be after 9 30 am – 11 am timeframe.
>
> The call-in number is on the agenda.
>
> I would recommend that you check in on the audio that is available on the web page to listen to the progress of agenda items. (It is the "meeting media" option on the left side of the web page via the link above.)
>
> If you by chance cannot call in on the item, I will let the Board know of your interest in the program.
>
> Thank you!
>
> Steve Engfer, Planning Director
> Mariposa Planning
> P.O. Box 2039 • 5100 Bullion Street
> Mariposa • CA • 95338
> (209) 742-1250 • FAX (209) 742-5024
> www.mariposacounty.org/planning
>
> ---
>
> **From:** Steve Engfer <sengfer@mariposacounty.org>
> **Sent:** Tuesday, October 1, 2024 6:26 PM
> **To:** Guneet Bajwa <gbajwa@presidioco.com>
> **Subject:** RE: SCIP Program mariposa
>
> Hello,
>
> Thank you! I figured but needed confirmation.
>
> And a call in would work if someone cannot attend.

It was a good discussion today and I am thinking it will be finalized on November 12 base do the discussion today. Just one item to resolve relating to indemnifications.

Safe travels!

Steve Engfer, Planning Director
Mariposa Planning
P.O. Box 2039 • 5100 Bullion Street
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From: Guneet Bajwa <gbajwa@presidioco.com>
Sent: Tuesday, October 1, 2024 6:17 PM
To: Steve Engfer <sengfer@mariposacounty.org>
Subject: Re: SCIP Program mariposa

Hi Steve, Thank you for the update. Absolutely, we are interested and will make application with SCIP. I will check in with James as well. I am out of the country from 11/9 returning on 11/24. I will have somebody from my team be present via call

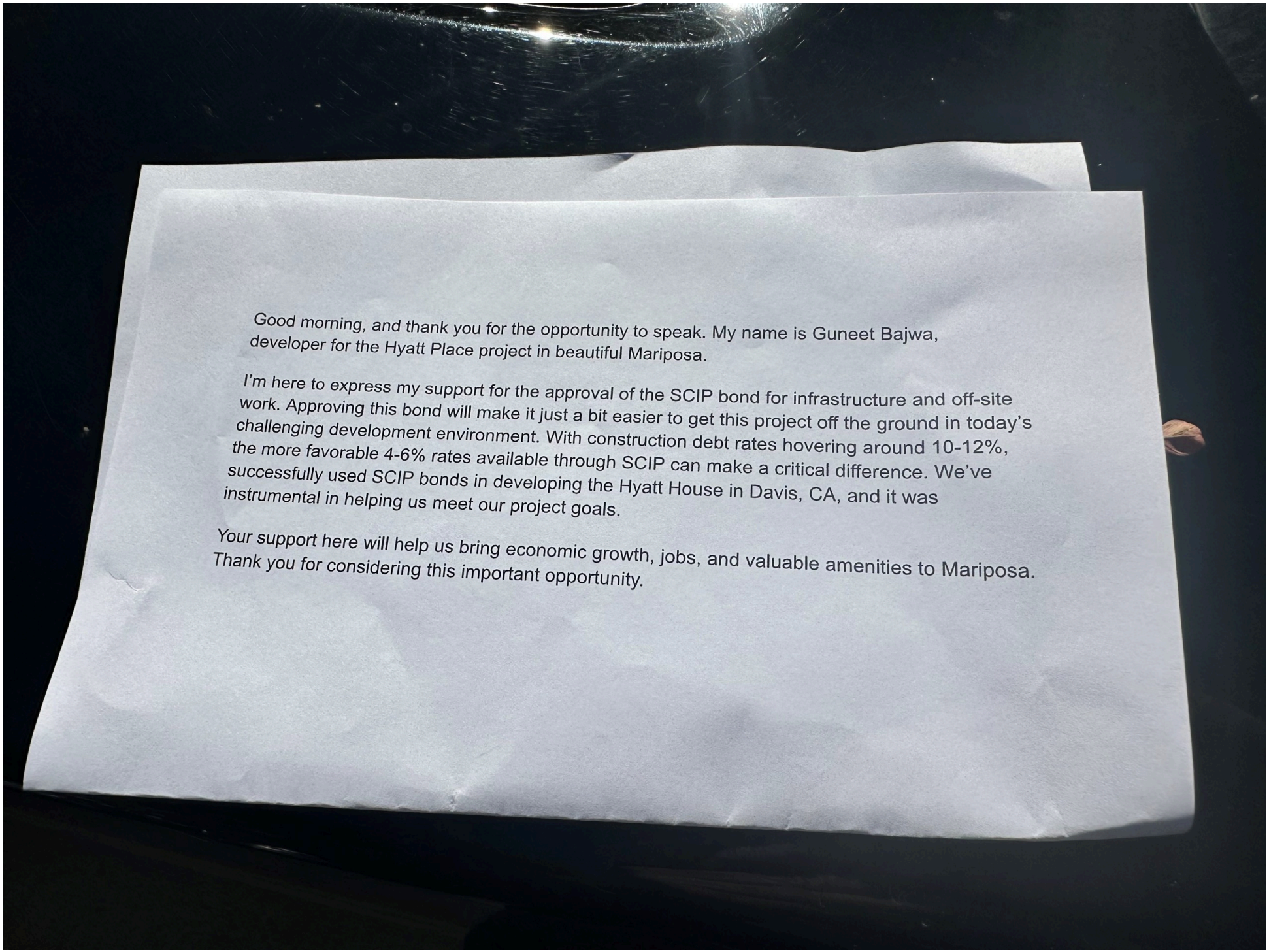
Or in person on 11/12. I am traveling but will call you early afternoon tomorrow to check in with you. Thanks, Guneet

Guneet Bajwa
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www.presidioco.com

On Tue, Oct 1, 2024 at 8:08 PM Steve Engfer <sengfer@mariposacounty.org> wrote:

> Hello,
>
> We discussed the SCIP program at the Board today.
>
> It will be considered and hopefully approved on November 12, 2023.
>
> You could attend if you like or call in as well. The number will be posted on the agenda once published, typically the Friday before the Board meeting.
>
> The Board asked me if there were project that would utilize the program. I mentioned your project.
>
> I mentioned that I received the lead on the program from you and that you are interested.
>
> Could you confirm your interest for me?
>
> The Board would like me to provide a definitive response on this, so your definitive response is what I seek.
>
> And let me know if you wish to participate. It could be good!
>
> Thank you!

Steve Engfer, Planning Director
Mariposa Planning
P.O. Box 2039 • 5100 Bullion Street
Mariposa • CA • 95338
(209) 742-1250 • FAX (209) 742-5024
www.mariposacounty.org/planning



Good morning, and thank you for the opportunity to speak. My name is Guneet Bajwa, developer for the Hyatt Place project in beautiful Mariposa.

I'm here to express my support for the approval of the SCIP bond for infrastructure and off-site work. Approving this bond will make it just a bit easier to get this project off the ground in today's challenging development environment. With construction debt rates hovering around 10-12%, the more favorable 4-6% rates available through SCIP can make a critical difference. We've successfully used SCIP bonds in developing the Hyatt House in Davis, CA, and it was instrumental in helping us meet our project goals.

Your support here will help us bring economic growth, jobs, and valuable amenities to Mariposa. Thank you for considering this important opportunity.