

MARIPOSA COUNTY

P.O. Box 784 Mariposa, CA 95338 (209) 966-3222

5100 Bullion Street

<http://www.mariposacounty.org/>



ROSEMARIE SMALLCOMBE, CHAIR
MILES MENETREY, VICE-CHAIR
VACANT
MARSHALL LONG
WAYNE FORSYTHE

DISTRICT I
DISTRICT V
DISTRICT II
DISTRICT III
DISTRICT IV

ACTION SUMMARY MINUTES

October 25, 2022

A. 9:01 AM Called to Order

Attendee Name	Title	Status	Arrived
Rosemarie Smallcombe	District I Supervisor	Present	9:01 AM
Marshall Long	District III Supervisor	Present	9:01 AM
Wayne Forsythe	District IV Supervisor	Present	9:01 AM
Miles Menetrey	District V Supervisor	Present	9:01 AM

B. Pledge of Allegiance

Chair Smallcombe led the pledge.

C. Introductions

None.

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

Jeremy Briese/Sheriff acknowledged CA.10 and noted it was an honor to partner with Mariposa Safe Families and recognized the efforts and proactive approach taken to engage peers about the dangers of drugs. Sheriff Briese also noted this movement began in 1985, when a person gave his life in the fight against drugs.

Megan Atkinson/Executive Director of Mariposa Safe Families thanked the Sheriff and the Board for recognizing the efforts of these children. Ms. Atkinson introduced several children from Club Live, she then introduced Kyler Reig/Club Live President who noted one of the ways they share the message is red ribbon week. He gave an overview of projects they have for the youth to engage in what it means to be drug-free.

Vanessa Cummings/Public Health shared her thanks to the students for spreading this message, as 2 ½ million children are addicted to e-nicotine products, which contribute to fair and poor mental health. She parted with the statement, "Educating others helps break down the stigma," and urged the public to visit www.mariposacounty.org/tabaccoeducation

Supervisors Long, Forsythe, Menetrey, and Chair Smallcombe all noted their support for this item and thanked the youth for their efforts

RESULT: **ADOPTED [UNANIMOUS]**

MOVER: Marshall Long, District III Supervisor

SECONDER: Wayne Forsythe, District IV Supervisor

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

CA1. Health and Human Services RES-2022-605

Resolution Continuing a Shelter Crisis Local Emergency in Mariposa County

CA2. Health and Human Services RES-2022-606

Resolution Continuing the Local Health Emergency Due to the Oak Fire

CA3. Sheriff's Office RES-2022-607

Resolution Continuing the Local Emergency Due to the Oak Fire

CA4. Board of Supervisors

Approve the Minutes of Tuesday, August 16, 2022

CA5. Board of Supervisors

Approve the Minutes of Tuesday, August 23, 2022

CA6. Board of Supervisors

Approve the Minutes of Monday, August 29, 2022

CA7. Board of Supervisors

Approve the Minutes of Tuesday, August 30, 2022

CA8. Board of Supervisors

Approve the Minutes of Monday, September 12, 2022

CA9. Health and Human Services RES-2022-608

Add One Allocation of a Program Specialist I/II in the Health and Human Services Agency (HHSA) Transportation Unit; and Eliminate One Transit System Bus Driver Allocation in the HHSA Transportation Unit

CA10. Sheriff's Office 2022-101

Proclaim the Week of October 23 through October 31, 2022, as "Red Ribbon Week"

CA11. Sheriff's Office RES-2022-609

Approve One Over-Hire of a Custodial Sergeant, Effective Immediately

E. Departmental Presentation

MaryAnn Huff/ Coulterville Visitors Center and History Center noted they still have visitors coming through, noting many visitors for the Farm and Ranch Tour. She expressed how much the motorbikes love coming to their area and how they like to call Bagby the "little dragon". She announced that the visitors center was gearing up to present for a grant to grade their property and build an outbuilding. Ms. Huff also announced that the Coulterville Trunk or Treat would be held on October 29th.

Dr. Kristina Allen/Division Director of Health Services, noted the vaccination team was in the Coulterville area today with vaccine and flu shots. In response to a question from Chair Smallcombe, Dr. Allen noted in the affirmative that the “test and treat” method was being used at the Optum Serve site.

Dr. Eric Sergienko/Air Pollution Control District, noted Alison Lee Deak, the Fire Advisor with the UC Extension, was hosting an event on November 7th, 2022, at 5:00 PM at the Grove House, which will be a meet and great to learn about prescribed fire.

Sheriff Briese reminds the Board that the Trunk or Treat in Coulterville is on the 29th and the Trunk or Treat in Mariposa is on Halloween.

F. Public Comment on Non-Agenda Items

None.

G. Regular Agenda Items

1. Administration (ID # 13443)

Discussion and Direction Regarding Oak Fire Recovery

Dr. Eric Sergienko gave a brief update and noted that debris removal is moving quickly, with ten teams working on debris removal. He noted that as of this morning, thirty-one sites had been completed. He noted that regarding hazard tree removal, County Counsel is looking into what the risk is. Who is liable? And what it does to our funding. Supervisor Forsythe gave kudos to the contractors who are going above and beyond.

Chair Smallcombe asked if Dr. Sergienko would be coming back with the information on hazard tree removal; he noted in the affirmative after other statutes like the Streets and Highway Code were investigated.

RESULT: INFORMATION RECEIVED

Recess

9:37 AM Chair Smallcombe recessed for a brief break and reconvened at 9:39 AM.

2. Planning RES-2022-610

Adopt a Resolution Waiving Owner Payment for Certain Permits Needed to Rebuild and Reoccupy Properties Impacted by the Agua Fire

Sarah Williams/Planning Director gave the staff report noting the "now therefore it be resolved" statement should quell the concern of making this a precedent. No public comment. Board discussion ensued.

RESULT: ADOPTED [UNANIMOUS]

MOVER: Wayne Forsythe, District IV Supervisor

SECONDER: Marshall Long, District III Supervisor

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

3. Treasurer-Tax Collector-County Clerk RES-2022-611

Approve a Note Purchase Contract/Mariposa County Note Tyler 2022/Letter of Representations in the Amount of \$353,457 for the

Implementation Cost of the Tyler Technologies Land Management System Software; and Authorize the Board of Supervisors Chair to Sign Note Purchase Contract/Mariposa County Note Tyler 2022/Letter of Representations

Keith Williams/Treasurer/Tax Collector/County Clerk gave the staff report, noting this is the third note; this particular one is for the Tyler Tech software. It was discussed during budget hearings as well as the presentations that it would be financed. No public comment. Supervisor Long noted he looks forward to this software being implemented.

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

4. Administration RES-2022-612

Approve Budget Action Establishing and Transferring Funds to a Capital Improvement Fund Within the Administration Budget for the Tyler Tech Software Implementation Expenses (\$353,457) 4/5ths Vote Required

Dallin Kimble/County Administrative Office gave the staff report. No public comment.

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

5. Administration RES-2022-613

Approve Agreement with Coulter Cafe for the Operation of the North County Visitor Center for a Term of Thirty Two Months and in an Amount Not to Exceed \$66,000; and Authorize the Board of Supervisors Chair to Sign the Agreement

Dallin Kimble gave the staff report noting a Request for Proposals (RFP) was issued in August and September. After reviewing both, the three individuals on the reviewing committee are recommending the agreement be awarded to the Coulter Cafe. Public comment received from MaryAnn Huff/Coulterville Community member who noted that past contracts have always been 3 operating days. Board discussion ensued.

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

H. Items removed from Consent Agenda

None.

I. Closed Session

10:08 AM Chair Smallcombe recessed the Board into closed session.

1. Administration (ID # 13441)

CLOSED SESSION: Conference with Real Property Negotiator; Description of Real Property: Assessor Parcel Number 011-152-005; Negotiating Parties: Garry Robinson; Agency Negotiator: Dallin Kimble, County Administrative Officer; Closed Session Will Concern Price and Terms of Lease/Purchase

No public comment.

RESULT: CLOSED SESSION HELD

2. Board of Supervisors (ID # 13476)

CLOSED SESSION: Public Employee Performance Evaluation[Government Code Section 54954.5]-Building Director

No public comment.

RESULT: CLOSED SESSION HELD

Report Out

11:00 AM Chair Smallcombe reconvened the meeting and reported that during both closed session items, information was received and direction was given.

J. Board Information

None.

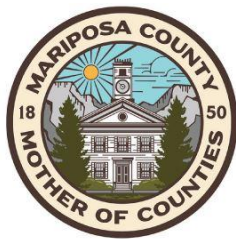
K. Adjournment

11:01 AM Chair Smallcombe adjourned the meeting in memory of James Allen McGee and Lorena Faye Wass.

Respectfully submitted,

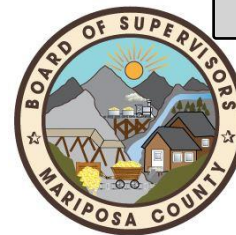
Danielle Bondshu
Clerk of the Board

Rosemarie Smallcombe
Chair, Board of Supervisors



MARIPOSA COUNTY

Health and Human Services • (209) 966-2000



RESOLUTION - ACTION REQUESTED 2022-605

MEETING: October 25, 2022

TO: The Board of Supervisors

FROM: Joe Lynch, Health & Human Services Agency Director

RE: Continue a Shelter Crisis Local Emergency in Mariposa County

RECOMMENDATION AND JUSTIFICATION:

Resolution Continuing a Shelter Crisis Local Emergency in Mariposa County.

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

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

BACKGROUND AND HISTORY OF BOARD ACTIONS:

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

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

- A county may allow persons unable to obtain housing to occupy designated public facilities during the duration of the emergency (public facilities include parks, schools, and vacant or underutilized facilities which are owned, operated, leased, or maintained by the county);
- A county is immune from liability for ordinary negligence in the provision of emergency housing for all conditions, acts, or omissions directly related to, and which would not occur but for, the provision of emergency housing; and

- The provisions of any state or local law or regulation prescribing standards of housing, health, and safety are suspended to the extent that strict compliance would prevent, hinder, or delay the mitigation of the effects of the crisis.

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

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

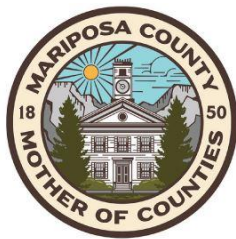
Do not continue the local emergency and the County may not be eligible for possible State or Federal assistance, or proceed with temporary homeless shelter solutions.

RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]

MOVER: Marshall Long, District III Supervisor

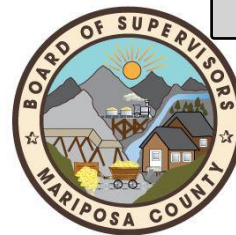
SECONDER: Wayne Forsythe, District IV Supervisor

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



MARIPOSA COUNTY

Health and Human Services • (209) 966-2000



RESOLUTION - ACTION REQUESTED 2022-606

MEETING: October 25, 2022

TO: The Board of Supervisors

FROM: Joe Lynch, Health & Human Services Agency Director

RE: Continue the Oak Fire Local Health Emergency

RECOMMENDATION AND JUSTIFICATION:

Resolution Continuing the Local Health Emergency Due to the Oak Fire.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

On July 22, 2022, the Oak Fire began in the Midpines area of Mariposa County and grew into a major wildfire.

The County Health Officer declared a local health emergency under California Health and Safety Code Section 101080 on July 22nd, 2022.

On July 26, 2022, the Board of Supervisors adopted Resolution 22-435 ratifying a Proclamation of the existence of a local health.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Do not continue the local emergency and the County will not be eligible for possible State or Federal disaster assistance.

FINANCIAL IMPACT:

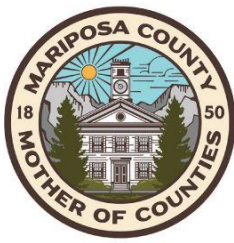
Not Applicable.

RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]

MOVER: Marshall Long, District III Supervisor

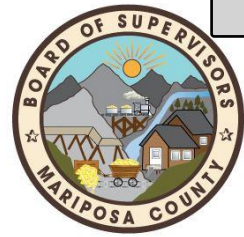
SECONDER: Wayne Forsythe, District IV Supervisor

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



MARIPOSA COUNTY

Sheriff's Office • 209 966-3615



D.3

RESOLUTION - ACTION REQUESTED 2022-607

MEETING: October 25, 2022

TO: The Board of Supervisors

FROM: Jeremy Brieese, Sheriff

RE: Continue the Local Emergency Due to the Oak Fire

RECOMMENDATION AND JUSTIFICATION:

Resolution Continuing the Local Emergency Due to the Oak Fire.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

On July 22, 2022, the Oak Fire began in the Midpines area of Mariposa County and grew into a major wildfire.

On July 23, 2022, Mariposa County received notification of the approval of a Federal Fire Management Assistance Grant (FMAG) to aid with the Oak Fire. Additionally, Gavin Newsom, Governor of the State of California, also proclaimed, on July 23, 2022, a state of emergency in Mariposa County due to the Oak.

On July 23rd, 2022, Sheriff Jeremy Brieese, acting as the Director of Emergency Services pursuant to Mariposa County Code Section 2.80.040, issued a Proclamation declaring a local emergency.

On July 26, 2022, the Board of Supervisors adopted Resolution 22-435 ratifying a Proclamation of the existence of a local emergency.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Do not continue the local emergency and the County will not be eligible for possible State or Federal disaster assistance.

FINANCIAL IMPACT:

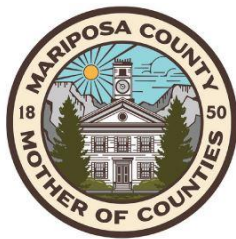
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RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]

MOVER: Marshall Long, District III Supervisor

SECONDER: Wayne Forsythe, District IV Supervisor

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

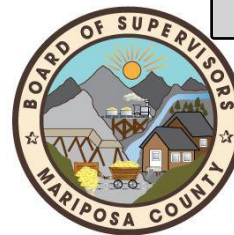


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ROSEMARIE SMALLCOMBE, CHAIR
MILES MENETREY, VICE-CHAIR
VACANT
MARSHALL LONG
WAYNE FORSYTHE

DISTRICT I
DISTRICT V
DISTRICT II
DISTRICT IV
DISTRICT IV

ACTION SUMMARY MINUTES

August 16, 2022

A. 9:00 AM Called to Order

Attendee Name	Title	Status	Arrived
Rosemarie Smallcombe	District I Supervisor	Present	9:00 AM
Marshall Long	District III Supervisor	Present	9:00 AM
Wayne Forsythe	District IV Supervisor	Present	9:00 AM
Miles Menetrey	District V Supervisor	Excused	

B. Pledge of Allegiance

Chair Smallcombe led the pledge.

C. Introductions

None.

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

Chair Smallcombe noted CA.6 was withdrawn. Item G. and K.1 were rescheduled to August 23rd, 2022.

Sharon Wardale-Trejo/Child Services Director commented on CA.15 noting Mariposa County, was able to distribute \$1.4 million to families and \$1.1 million went directly back into the community and recognized her Child Support Staff.

Supervisor Long commented on CA. 15 thanking Ms. Wardale-Trejo for bringing this item forward, noting 632 children have been supported and thanked staff for working so hard for the children of our community. Supervisor Long also commented on CA. 22 providing kudos to staff and Tony Borreson for making it a 3-year agreement.

Chair Smallcombe commented on CA. 24 and asked Division Chief Ward to provide context. Steve Ward/Mariposa Fire/Cal Fire Division Chief who noted this is within a larger scheme for the development of three more water tanks planned for the Woodland and Hornitos areas.

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Marshall Long, District III Supervisor
SECONDER: Wayne Forsythe, District IV Supervisor
AYES: Rosemarie Smallcombe, Marshall Long, Wayne Forsythe
EXCUSED: Miles Menetrey

CA1. Health and Human Services RES-2022-463

Resolution Continuing a Shelter Crisis Local Emergency in Mariposa County

CA2. Health and Human Services RES-2022-464

Resolution Continuing the Local Health Emergency Due to the Oak Fire

CA3. Sheriff's Office RES-2022-465

Resolution Continuing the Local Emergency Due to the Oak Fire

CA4. Administration RES-2022-466

Approve Increasing the Library Assistant I Allocations by 0.75

CA5. Administration/Community Development RES-2022-467

Ratify a Letter of Support for the California Public Utility Commission CASF Consortia Grant to Fund a Central Sierra Broadband Utility Zone Commission

6. Item Withdrawn from the Agenda

CA7. Administration/Technical Services RES-2022-468

Approve an Agreement with Dasher for Ruckus Renewal for Support of County Wide Wireless Network Devices for a Term of April 4, 2022 to July 9, 2023 for \$2,876; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA8. Board of Supervisors

Approve the Minutes of Tuesday, May 17, 2022

CA9. Board of Supervisors

Approve the Minutes of Tuesday, June 7, 2022

CA10. Board of Supervisors

Approve the Minutes of Thursday, June 9, 2022

CA11. Board of Supervisors

Approve the Minutes of Monday, June 13, 2022

CA12. Board of Supervisors

Approve the Minutes of Tuesday, June 14, 2022

CA13. Board of Supervisors

Approve the Minutes of Tuesday, June 21, 2022

CA14. Board of Supervisors

Approve the Minutes of Tuesday, June 28, 2022

CA15. Child Support Services 2022-79

Proclaim August 2022, as "Child Support Awareness Month"

CA16. Clerk of the Board of Supervisors 2022-80

Receive the List of Agreements Entered into by the County Administrative Officer (CAO) (Purchasing Agent) Pursuant to County Code Chapter 3.08, Entered Into, Received and Processed in July of 2022

CA17. Clerk of the Board of Supervisors 2022-81

Receive the List of Agreements Entered into by the Mariposa County Department Heads (Assistant Purchasing Agents) Pursuant to County Code Chapter 3.08 Entered Into, Received and Processed in July of 2022

CA18. County Counsel RES-2022-469

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

CA19. Fire RES-2022-470

Approve a Three-Year Agreement with Jorgenson Company for Fire Extinguisher Services in an Amount Not to Exceed \$30,000; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA20. HHS/Community Services 2022-82

Appoint Christine Kleiman-Moore to the Area 12 Agency on Aging Advisory Council (Category A) with a Term Expiring August 16, 2026

CA21. HHS/Public Health RES-2022-471

Approve Amendment to the California Department of Public Health (CDPH) Cal-Fresh Healthy Living Grant Agreement Number 19-10374, A01 Increasing the Grant Funding by \$150,000 and Extending the Term of This Agreement by One Year through September 30, 2023; and Authorize the Health and Human Services Agency Director to Sign the Amendment

CA22. Public Works RES-2022-472

Approve a Three-Year Agreement with Airborrn Aviation for Airport Operation Services to Operate the Mariposa-Yosemite Airport; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA23. Public Works RES-2022-473

Approve First Amendment to Agreement with Moore Twining Associates to Extend the Term of the Agreement to June 30, 2023; and Authorize the Board of Supervisors Chair to Sign the Amendment

CA24. Public Works RES-2022-474

Approve Budget Action Transferring Funds from CSA-3 to the Bootjack Water Tank Project Fund to Pay Final Construction Invoices, Retention and Labor Costs (\$201,000)

E. Departmental Presentation

Danielle Bondshu/Clerk of the Board noted the minutes from 1852 through 1973 have been transferred to the Mariposa History Museum.

Maryanne Huff/Coulterville Visitors Center noted north county's hearts and prayers are being sent this way for the Oak Fire victims and noted many community efforts have been made to aid victims. She thanked the tourism bureau who fed them information during the Oak Fire, and the north county visitors center remained open late to aid displaced travelers. She announced Jim Rhodes had received an \$18,000 grant to use towards art projects and bringing more culture to north county. Ms. Huff was proud to announce Coulterville is in the finals for Readers Digest Smalltown USA. She also noted Vanderita Days was a success and Coyote Fest is currently being planned.

Walter Wall/District Attorney noted, "we are out of the fire but now we are in the frying pan" referring to the criminal individuals looking to take advantage of our community. He noted he is working with the State Contractors Licensing Board regarding fraudulent contractors and urged the public to not donate to a Go Fund Me that has not been verified. He noted how happy he was that Anita Bryant was appointed as the second Superior Court Judge.

Jeremy Briese/Sheriff reported that the Marijuana Enforcement Team (MET) hit 36 locations in the month of June. He thanked his team and the group of volunteers who assisted with the fire, those individuals didn't get a break when an elderly woman went missing. The Sheriff reported positively that Michael Charman had been promoted to Patrol Lieutenant and Cody Holt and Patrick Murphy graduated from the academy and joined the Sheriff's Department as Deputies. He also announced the creation of the Sheriff's Foundation, a civilian board that is assisting with funding.

Steven Ward/Mariposa Fire/Cal Fire Division Chief announced many calls have been received for smoke in the area and announced it was not related to the Oak Fire, there has been a structure fire in Lushmeadows and it was an isolated incident. Chief Ward reminded the public that if there are evacuations, they will hear it from the Sheriff's Department first.

Jacob Hawley/Mariposa Visitors Center announced they had a town night with a raffle and auction for the Oak Fire victims and raised \$23,000 which was turned over to the Community Foundation in collaboration with the Sheriff's Foundation.

1. Clerk of the Board of Supervisors (ID # 13459)

Handouts from Departmental Presentation Portion of the August 16Th, 2022, Meeting

RESULT: INFORMATION RECEIVED

F. Public Comment on Non-Agenda Items

None.

Recess Board of Supervisors

9:30 AM Chair Smallcombe recessed the Board of Supervisors meeting and the Clerk of the Board read the announcement.

G. COUNTY SERVICE AREA 1M (Don Pedro)

This meeting was not held. The one item on the agenda had been withdrawn.

Public Comment Period

CSA 1M Regular Agenda

1. Public Works CSA1M-2022-6

Ratify Agreement with Yosemite Falls, Inc for Repairs of the Coulterville Service Area Well

RESULT: WITHDRAWN

Adjourn CSA 1M

H. MARIPOSA PUBLIC FINANCE CORPORATION

*****Minutes of the Public Finance Corporation are separate - Please contact the Clerk of the Boards office for a copy*****

1. Administration (ID # 13238)

Rescind Resolution 97-2; Approve Amendments to the Public Finance Corporation Bylaws; and Adopt a Resolution Specifying the Board Chambers as the Meeting Place for the Corporation

RESULT: ADOPTED [UNANIMOUS]

MOVER: Marshall Long, District III Supervisor

SECONDER: Wayne Forsythe, District IV Supervisor

AYES: Rosemarie Smallcombe, Marshall Long, Wayne Forsythe

EXCUSED: Miles Menetrey

Reconvene as Board of Supervisors

9:34 AM Chair Smallcombe reconvened the Board of Supervisors meeting.

I. Regular Agenda Items

1. District Attorney (ID # 13228)

Presentation on Recent Study of Drug and Behavioral Health Court by the District Attorney's Office in Collaboration with Mariposa County Probation Department

Walter Wall/District Attorney noted because of AB 109 funds, his office was able to hire local students. Mr. Wall introduced Michael Mattheson who gave a PowerPoint presentation.

Public Comment was received by Pete Judy/Chief Probation officer, Jeremy Briesse/Sheriff, Maryanne Huff, and Gary Colliver, all of whom commended Mr. Mattheson and his partner Cane Soto for the presentation and work done.

Kudos were received from Supervisor Long and Chair Smallcombe.

RESULT: INFORMATION RECEIVED**2. Fire RES-2022-475****Approve Title III Funding Proposals from the Secure Rural Schools and Community Self-Determination Act of 2000 in the Amount of \$108,132 After 45 Day Comment Period Ended July 22, 2022**

Chief Ward gave the staff report noting the 45 day comment period has ended. No public comment.

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Wayne Forsythe, District IV Supervisor
SECONDER: Marshall Long, District III Supervisor
AYES: Rosemarie Smallcombe, Marshall Long, Wayne Forsythe
EXCUSED: Miles Menetrey

3. Planning RES-2022-476**Approve or Deny Requested Fee Waiver from the Northern Mariposa County History Center (NMCHC) for a Historic Design Review Application**

Sarah Williams/Planning Director gave the staff report. Public Comment was received by Maryanne Huff who noted the gift of the property is a blessing and a nightmare and hopes the Board will consider their assistance. Both Supervisors Forsythe and Long noted the project is for the good of the public.

ACTION: Approved the fee waiver request.

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Marshall Long, District III Supervisor
SECONDER: Wayne Forsythe, District IV Supervisor
AYES: Rosemarie Smallcombe, Marshall Long, Wayne Forsythe
EXCUSED: Miles Menetrey

4. Public Works RES-2022-477**Authorize a Request for Qualifications (RFQ) to Perform an In-Depth Analysis of the Solid Waste and Recycling Division's Operations; Authorize the Public Works and Transportation Director to Select the Apparent Responsible Proposal; and Authorize the Board of Supervisors Chair to Sign the Agreement (Subject to Approval as to Legal Form by County Counsel)**

Sam Cerveney/Deputy Director of Public Works and Transportation gave the staff report noting this is following a presentation from last May. No public comment. Board discussion ensued.

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Wayne Forsythe, District IV Supervisor
SECONDER: Marshall Long, District III Supervisor
AYES: Rosemarie Smallcombe, Marshall Long, Wayne Forsythe
EXCUSED: Miles Menetrey

5. Public Works/Solid Waste 2022-ORD-1177

Waive the Second Reading and Adopt an Ordinance Titled "An Ordinance Adding Chapter 8.60, Organic Waste Disposal Reduction" to the Mariposa County Code

Sam Cerveney gave the staff report. No public comment.

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Wayne Forsythe, District IV Supervisor
SECONDER: Marshall Long, District III Supervisor
AYES: Rosemarie Smallcombe, Marshall Long, Wayne Forsythe
EXCUSED: Miles Menetrey

6. Administration (ID # 13302)

Discussion and Direction Regarding Oak Fire Disaster Recovery

Dallin Kimble introduced the item and turned the floor to Dr. Eric Sergienko/County Health Officer who gave the PowerPoint Presentation and announced a correction to slide 2 which states the fire began on June 22nd, however, the Oak Fire ignited on July 22nd.

Dr. Sergienko announced the upcoming Friday, a community meeting to gain a right of entry for debris removal will be held at 7:00 PM at the High School
10:41 AM Chair Smallcombe recessed the Board due to technical difficulties and resumed the meeting at 10:46 AM.

Julianne Sims/Division Director gave an update on trailers, noting 20+ have been received for fire victims. Dallin Kimble gave a breakdown of the share of cost noting the State will pay 75%, plus 10% of the administrative cost, and the County will pay 25% which ends up coming out to about 18%. Cole Glenwright/Cal OES and Cal EPA noted their team will be embedded into the Mariposa team to help guide staff on processes and best practices.

Public comment was received by Gary Colliver/a community member who noted Dr. Sergienko has done a great job and noted things will continue to change due to climate change and other environmental factors, he also urged the County to educate the public on the misconception that our County will return to the state before the fire. He noted we will never return to that state and we will not see a new normal for some time.

Board discussion ensued and accolades were given to all County staff and County partners who have worked tirelessly on recovery efforts.

DIRECTION: Several directions were given to staff: 1) The discussion and direction item is to be brought back every regularly scheduled meeting while recovery efforts are underway. 2) Staff is to bring an item to discuss possible fee waivers for Oak Fire victims. 3) The County will contract for a Debris

Removal Operation Center (DROC) Manager that will be blended with current debris operations. 4) Contract will originate from the County Administrative Officer 4) The Sheriff, County Administrative Officer, and Health Officer will oversee the DROC Manager.

RESULT: DIRECTION GIVEN

7. Administration RES-2022-461

Rescind Resolution 2007-225; and Adopt an Updated Purchasing Card Policy

Dallin Kimble presented I.7 and I.8 with one PowerPoint Presentation. Public comment received from Luis Mercado/Auditor who asked for clarification on the limits of the Cal Cards. Mr. Kimble stated it allows for higher limits upon approval by Department Heads and the amount would be the standard amount when issuing a card. Chief Ward asked if all departments would need to develop their own policy. Mr. Kimble noted this should be sufficient. Board discussion ensued.

RESULT: ADOPTED [UNANIMOUS]

MOVER: Wayne Forsythe, District IV Supervisor

SECONDER: Marshall Long, District III Supervisor

AYES: Rosemarie Smallcombe, Marshall Long, Wayne Forsythe

EXCUSED: Miles Menetrey

8. Administration RES-2022-462

Rescind Resolutions 1987-222, 1998-130, 1988-046, 1990-448, 1993-489, 1989-159; and Adopt a Comprehensive Purchasing Policy

The presentation was given during the last item. No public comment.

RESULT: ADOPTED [UNANIMOUS]

MOVER: Marshall Long, District III Supervisor

SECONDER: Wayne Forsythe, District IV Supervisor

AYES: Rosemarie Smallcombe, Marshall Long, Wayne Forsythe

EXCUSED: Miles Menetrey

J. Items removed from Consent Agenda

1. Administration/Human Resources (ID # 13233)

Rescind Resolution No. 2022-284 - Side Letter of Agreement with the Sheriff's Management Association (SMA), and Approve Replacing it with a Side Letter of Agreement Which Clarifies the Uniform Allowance and Education Incentives for the Supervising Probation Officer Classification Effective March 1, 2022; and Authorize the Board of Supervisors Chair to Sign the Side Letter of Agreement

RESULT: WITHDRAWN

K. Closed Session

1. County Counsel (ID # 13213)

**CLOSED SESSION: Conference with Legal Counsel: Existing Litigation: Re:
National Prescription Opiate Litigation; United States District Court Case
No. 1:18-AT-336**

**RESULT: WITHDRAWN AND RESCHEDULED Next: 8/23/2022 9:00
AM**

L. Board Information

Information received.

M. Adjournment

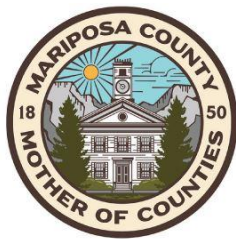
11:56 AM Chair Smallcombe adjourned the meeting in memory Eric Kramer, Eugene Tavonatti, James Lung, Lillian Kudela, Myrna Westmoreland, and Carmen Ramirez (Board Chair of the Ventura County Board of Supervisors).

Respectfully submitted,

Danielle Bondshu
Clerk of the Board

Rosemarie Smallcombe
Chair, Board of Supervisors

Minutes Acceptance: Minutes of Aug 16, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

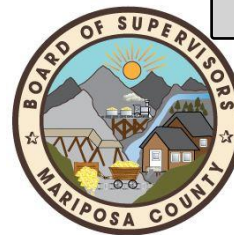


MARIPOSA COUNTY

P.O. Box 784 Mariposa, CA 95338 (209) 966-3222

5100 Bullion Street

<http://www.mariposacounty.org/>



ROSEMARIE SMALLCOMBE, CHAIR
MILES MENETREY, VICE-CHAIR
VACANT
MARSHALL LONG
WAYNE FORSYTHE

DISTRICT I
DISTRICT V
DISTRICT II
DISTRICT III
DISTRICT IV

ACTION SUMMARY MINUTES

August 23, 2022

A. 9:00 AM Called to Order

Attendee Name	Title	Status	Arrived
Rosemarie Smallcombe	District I Supervisor	Present	9:00 AM
Marshall Long	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 Smallcombe led the pledge.

C. Introductions

Fadzayi Mashiri/Farm Advisory UC Cooperative Extension introduced Alison Lee Deak/Fire Advisor noting she is from Oregon and will be serving Mariposa and covering Madera and Fresno. She noted Alison has extensive experience in fire management and ecology and has served on fire crews and has experience in setting up research experiments.

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

CA.4 was pulled from the agenda for an amendment.

Supervisor Menetrey commented on CA.14 and CA. 15 noting both items are from planning, and this is exciting as well as a big deal for our town.

RESULT: **ADOPTED [UNANIMOUS]**

MOVER: Marshall Long, District III Supervisor

SECONDER: Wayne Forsythe, District IV Supervisor

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

CA1. Health and Human Services RES-2022-479

Resolution Continuing a Shelter Crisis Local Emergency in Mariposa County

CA2. Health and Human Services RES-2022-480

Resolution Continuing the Local Health Emergency Due to the Oak Fire

CA3. Sheriff's Office RES-2022-481

Resolution Continuing the Local Emergency Due to the Oak Fire

4. Moved for Amendment**CA5. Administration RES-2022-482**

Approve Budget Action Transferring Funds from Contingency to Indigent Defense in Support of Greater Than Anticipated Legal Services Expenditures for Fiscal Year 2021-2022 (\$10,000) 4/5ths Vote Required

CA6. Clerk of the Board of Supervisors (ID # 13241)

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

CA7. Health and Human Services RES-2022-483

Approve Budget Action Recognizing Additional Realignment Revenue Received and Increasing Appropriations Within the Health and Human Services Agency (HHSA) Behavioral Health Budgets for Fiscal Year 2021-2022 Year-End Balancing (\$447,536) 4/5ths Vote Required

CA8. Health and Human Services RES-2022-484

Approve Certificates of Compliance for the Veterans Affairs Subvention Program and Medi-Cal Cost Avoidance Program for Fiscal Year 2022-2023; and Authorize the Board of Supervisors Chair to Sign the Certificates

CA9. Health and Human Services RES-2022-485

Approve a Revised Memorandum of Understanding (MOU) with the California Department of Social Services (CDSS) Regarding Participation in an Online Employment and Wage Verification Service; and Authorize the Board of Supervisors Chair to Sign the MOU

CA10. Health and Human Services RES-2022-486

Approve a Purchase of Service Agreement Between the Mariposa County Health and Human Services Agency (HHSA) and Mariposa County Sheriff's Office (MCSO) to Establish and Maintain a Qualified Public Assistance Fraud Investigation Unit Dedicated to Investigating Allegations of Public Assistance Fraud and Other Related Crimes; and Authorize the Director of HHSA and the Sheriff to Sign the Agreement

CA11. HHS/Community Services RES-2022-487

Approve a Three-Year Agreement with JUMP Technology Services to Provide LEAPS a Cloud Based Adult Protective Services Software System in an Amount Not to Exceed \$29,022; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA12. HHS/Employment and Community Services RES-2022-488

Approve an Agreement with Mother Lode Job Training (MLJT) to Provide Employment Placement Services for Individuals in the Subsidized Employment Program in an Amount Not to Exceed \$201,878.95; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA13. HHS/Employment and Community Services RES-2022-489

Rescind Resolution 2022-172 to Terminate the Memorandum of Understanding (MOU) with the California Department of Social Services (CDSS) Regarding Access to Confidential Data Related to Employment Development Department

CA14. Planning RES-2022-490

Approve an Agreement with Atlas Lab, Inc. to Produce the Gateway Enhancement Elements in an Amount Not to Exceed \$150,000; and Authorize the Board of Supervisors Chair to Sign the Agreement 4/5ths Vote Required

CA15. Planning RES-2022-491

Approve an Agreement with Atlas Lab, Inc. for Gateway Murals in an Amount Not to Exceed \$150,000; Authorize the Board of Supervisors Chair to Sign the Agreement; Approve Budget Action Increasing Revenue and Appropriations in the Planning Department Budget to Receive Unanticipated Funds (\$150,000) 4/5ths Vote Required

CA16. Planning RES-2022-492

Approve Fifth Amendment to the Agreement with Mintier Harnish to Prepare Updates to Mariposa County's Development Codes (For Zoning and Subdivisions) to Implement the Mariposa County General Plan and State Law, to Establish Compensation for Fiscal Year (FY) 2022-2023; and Authorize the Board of Supervisors Chair to Sign the Amendment

CA17. Public Works RES-2022-493

Approve Budget Action Increasing Revenue and Appropriations, and Transferring Funds Within the Public Works and Transportation Department for County Bridge Replace/Repair (\$2,836,052) 4/5ths Vote Required

CA18. Sheriff's Office RES-2022-494

Approve an Agreement with Trinity Services Group to Provide Dietary Services at the Mariposa County Adult Detention Facility in an Amount Not to Exceed \$228,235.00; and Authorize the Board of the Supervisors Chair to Sign the Agreement

E. Items removed from Consent Agenda

1. Administration RES-2022-478

Approve Operating Hours for the Mariposa County Library Branches

Supervisor Long asked the County Administer Officer to expand on why this item is being brought forward.

Mr. Kimble noted under County Ordinance 1175, all county offices are to be open Monday - Friday 8:00 AM to 9:00 AM. This is to correct that and create appropriate

times for weekends and evenings.

AMENDMENT: Red Cloud Library should be Wednesday and Friday 9:30 AM to 3:00 PM

RESULT: **ADOPTED AS AMENDED [UNANIMOUS]**
MOVER: Marshall Long, District III Supervisor
SECONDER: Wayne Forsythe, District IV Supervisor
AYES: Rosemarie Smallcombe, Marshall Long, Wayne Forsythe, Miles Menetrey

F. Departmental Presentation

Dr. Eric Sergienko/County Health Officer gave a brief PowerPoint Presentation on the recovery efforts. He reminded the public that as part of the structure of the recovery effort, the county is working with Napa County to fill the role of the Local Disaster Recovery Coordinator. He announced at the workshop held, they received 40 Right of Entries (ROE) and 147 individuals signed up for case management. Dr. Sergienko noted if individuals are worried about debris flow, they can contact firedebris@mariposacounty.org or call 209-966-2000. For recovery information, the public could email firerecoveryinfo@mariposacounty.org. Kudos were given by Supervisor Forsythe who noted the team is doing a tremendous job.

Wes Smith/Mariposa OES noted Hanford and NOAA have already been contacted and the county has parameters in place for debris flow. In response to a question from Chair Smallcombe. Mr. Smith noted the entire burn scar is being monitored.

Jeremy Briese/Sheriff noted in response to another question from Chair Smallcombe, MSOAlert.com is where individuals can sign up as well as the Sheriff's app to receive safety messages.

Dallin Kimble/County Administrative Officer noted the 2nd roundtable for Marijuana is tentative for October 5th. He also noted the RFP has been released for the Coulterville visitors center. He announced CalPERS had a negative 6% in returns.

1. Clerk of the Board of Supervisors (ID # 13462)

Handouts from Departmental Presentation Portion of the August 23Rd, 2022, Meeting

RESULT: INFORMATION RECEIVED

G. Public Comment on Non-Agenda Items

None.

Recess Board of Supervisors

9:38 AM Chair Smallcombe recessed the Board of Supervisors meeting and the Clerk of the Board read the government code announcement.

H. COUNTY SERVICE AREA 1M (Don Pedro)

9:38 AM Chair Long called the meeting to order.

Public Comment Period

None.

CSA 1M Regular Agenda

1. Public Works CSA1M-2022-6

Ratify Agreement with Yosemite Falls, Inc for Repairs of the Coulterville Service Area Well

Director Forsythe recused himself.

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

RESULT: **ADOPTED [3 TO 0]**

MOVER: Rosemarie Smallcombe, District I Supervisor

SECONDER: Miles Menetrey, District V Supervisor

AYES: Rosemarie Smallcombe, Marshall Long, Miles Menetrey

RECUSED: Wayne Forsythe

Adjourn CSA 1M

9:41 AM Chair Long adjourned the meeting and passed the gavel back to Chair Smallcombe.

Reconvene as Board of Supervisors

9:41 AM Chair Smallcombe reconvened the Board of Supervisors meeting.

I. Regular Agenda Items

1. Agricultural Commissioner RES-2022-495

Approve Budget Action Transferring Funds from the Agricultural Commissioner FY 2021/22 Budget to Public Works Fleet Fund (\$71,000)

4/5ths Vote Required

Monica Nielsen/Agricultural Commissioner gave the staff report. No public comment. Board discussion ensued.

RESULT: **ADOPTED [UNANIMOUS]**

MOVER: Marshall Long, District III Supervisor

SECONDER: Wayne Forsythe, District IV Supervisor

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

2. Fire (ID # 13240)

Discussion and Possible Direction Regarding Service Levels of the County Fire Department

Steve Ward/Mariposa Fire/Cal Fire Division Chief gave a PowerPoint presentation for service levels of the Mariposa County Fire Department. No public comment. Board discussion ensued.

DIRECTION: The Board directed Chief Ward to begin talking to the public about the type of service they want to see and what fee structure would be supported for a type of full-time Mariposa County Firefighters.

RESULT: DIRECTION GIVEN

Recess

10:48 AM Chair Smallcombe recessed the Board for a brief break and reconvened at 10:53 AM.

3. Planning RES-2022-496

Approve an Agreement with WRT to Conduct the Mariposa Creek Parkway Phase III Trailhead Design and Permitting; Authorize the Board of Supervisors Chair to Sign the Agreement; and Approve Budget Action Receiving Unanticipated Revenue from Grant Award (\$671,500) 4/5ths
Vote Required

Sarah Williams/Planning Director gave the staff report noting this action will take Phase III through the steps to become "shovel ready". No public comment.

RESULT: ADOPTED [UNANIMOUS]
MOVER: Marshall Long, District III Supervisor
SECONDER: Miles Menetrey, District V Supervisor
AYES: Rosemarie Smallcombe, Marshall Long, Wayne Forsythe, Miles Menetrey

4. Administration/Human Resources RES-2022-497

Approve Changes to the Community Design and Development Planner Job Description by Converting This Classification into a Flexible Classification of Community Design and Development Planner I/II; Approve a New Classification of Senior Community Design and Development Planner; Set the Salary Ranges for the Classifications; Designate All Classifications to the Service Employees International Union (SEIU); and Allocate One Community Design and Development Planner I/II Position and One Senior Community Design and Development Planner Position to the Planning Department, Effective Immediately

Dallin Kimble gave the staff report and noted this has been an ongoing discussion. Sarah Williams asked the Board to consider this item as separating into two positions is detrimental to success. No public comment.

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

5. Administration RES-2022-498

Release Real Property from the Terms of the Agreement Made by Mariposa County and Property Owner, Barron E. Brouillette Trust Made on August

14, 1990, and Recorded as Doc. 905363 in Mariposa County Official Records and Authorize the Board Chair to Sign the Termination of Agreement Attached Herto

Dallin Kimble introduced Ben Goger/Housing Development Specialist who gave the staff report. No public comment.

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

6. Clerk of the Board of Supervisors RES-2022-499

Approve an Agreement with Mountain Top Media (MTM) for the New Sound System for the Board Chambers in an Amount Not to Exceed \$57,975.20; and Authorize the Board of Supervisors Chair to Sign the Agreement

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

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

J. Closed Session

11:12 AM Chair Smallcombe recessed the Board into closed session.

1. Administration (ID # 13199)

CLOSED SESSION: Public Employee Position to be Filled [Government Code Section 54957(B)(1)]-County Librarian

No public comment.

RESULT: **DIRECTION GIVEN**

Report Out

12:08 PM Chair Smallcombe reconvened the Board meeting and reported that during the closed session item, information was received and direction was given.

K. Board Information

None.

L. Adjournment

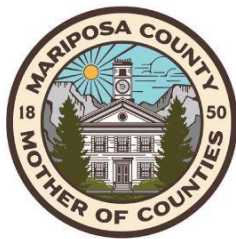
12:09 AM Chair Smallcombe adjourned in memory of Mardell Kendall and Victoria E. Hooper.

Respectfully submitted,

Danielle Bondshu
Clerk of the Board

Rosemarie Smallcombe
Chair, Board of Supervisors

Minutes Acceptance: Minutes of Aug 23, 2022 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

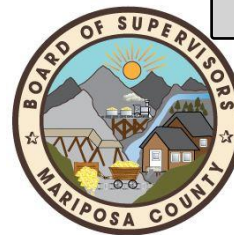


MARIPOSA COUNTY

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ROSEMARIE SMALLCOMBE, CHAIR
MILES MENETREY, VICE-CHAIR
VACANT
MARSHALL LONG
WAYNE FORSYTHE

DISTRICT I
DISTRICT V
DISTRICT II
DISTRICT IV
DISTRICT IV

ACTION SUMMARY MINUTES

August 29, 2022

SPECIAL MEETING

A. 11:17 AM Called to Order and Roll Call

Attendee Name	Title	Status	Arrived
Rosemarie Smallcombe	District I Supervisor	Present	11:17 AM
Marshall Long	District III Supervisor	Present	11:17 AM
Wayne Forsythe	District IV Supervisor	Present	11:17 AM
Miles Menetrey	District V Supervisor	Present	11:17 AM

B. Pledge of Allegiance

Chair Smallcombe led the Pledge.

C. Closed Session

1. Administration (ID # 13339)

CLOSED SESSION: Public Employment, Title or Position to be Filled:
(Government Code Section 54957 (B) (1)); County Librarian

No public comment.

RESULT: CLOSED SESSION HELD

Recessed

11:20 PM Chair Smallcombe moved the meeting into Closed Session.

Reconvened

12:30 PM Chair Smallcombe reported out that information was received.

D. Adjournment

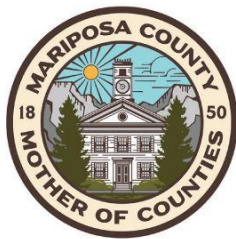
12:30 PM Chair Smallcombe adjourned the meeting.

Respectfully submitted,

Tracy Gauthier
Deputy Clerk of the Board II

Rosemarie Smallcombe
Chair, Board of Supervisors

Minutes Acceptance: Minutes of Aug 29, 2022 11:15 AM (Approval of Consent Agenda (Items designated by "CA"))

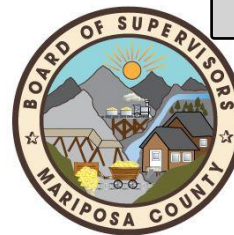


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ROSEMARIE SMALLCOMBE, CHAIR
MILES MENETREY, VICE-CHAIR
VACANT
MARSHALL LONG
WAYNE FORSYTHE

DISTRICT I
DISTRICT V
DISTRICT II
DISTRICT IV
DISTRICT IV

ACTION SUMMARY MINUTES

August 30, 2022

SPECIAL MEETING

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

Attendee Name	Title	Status	Arrived
Rosemarie Smallcombe	District I Supervisor	Present	9:00 AM
Marshall Long	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 Smallcombe led the Pledge.

C. Regular Agenda

1. Administration 2022-ORD-1178

Adopt an Interim Urgency Ordinance Establishing Procedures and Requirements for Fire Debris and Hazard Tree Removal for Properties Impacted by the Oak Fire 4/5ths Vote Required

Dallin Kimble/CAO and Sarah Williams/Planning Director presented the staff report. No public comment. Board discussion ensued.

RESULT: ADOPTED [UNANIMOUS]

MOVER: Wayne Forsythe, District IV Supervisor

SECONDER: Marshall Long, District III Supervisor

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

2. Administration RES-2022-500

Approve a User Agreement with Tetra Tech, Inc., for Assessment and Monitoring Services Related to Disaster Debris Removal and Hazard Tree Removal (\$5,000,000); and Authorize the Board Chair to Sign the Agreement

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

RESULT: ADOPTED [UNANIMOUS]

MOVER: Wayne Forsythe, District IV Supervisor

SECONDER: Marshall Long, District III Supervisor

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

D. Closed Session

1. **Administration (ID # 13340)**

CLOSED SESSION: Public Employment, Title or Position to be Filled: (Government Code Section 54957 (B) (1)); County Librarian

No public comment.

RESULT: CLOSED SESSION HELD

Recessed

9:37 AM Chair Smallcombe moved the meeting into Closed Session.

Reconvened

12:06 PM Chair Smallcombe reported out that information was received.

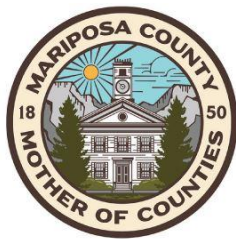
E. Adjournment

12:06 PM Chair Smallcombe adjourned the meeting.

Respectfully submitted,

Tracy Gauthier
Deputy Clerk of the Board II

Rosemarie Smallcombe
Chair, Board of Supervisors

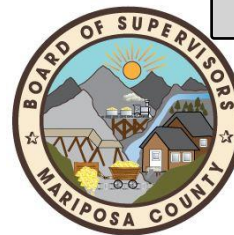


MARIPOSA COUNTY

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ROSEMARIE SMALLCOMBE, CHAIR
MILES MENETREY, VICE-CHAIR
VACANT
MARSHALL LONG
WAYNE FORSYTHE

DISTRICT I
DISTRICT V
DISTRICT II
DISTRICT IV
DISTRICT IV

ACTION SUMMARY MINUTES

September 12, 2022

SPECIAL MEETING

A. 1:17 PM Called to Order

Attendee Name	Title	Status	Arrived
Rosemarie Smallcombe	District I Supervisor	Present	1:17 PM
Marshall Long	District III Supervisor	Present	1:17 PM
Wayne Forsythe	District IV Supervisor	Excused	
Miles Menetrey	District V Supervisor	Present	1:17 PM

B. Pledge of Allegiance

Chair Smallcombe led the pledge.

C. Closed Session

1. Administration (ID # 13373)

CLOSED SESSION: Public Employment, Title or Position to be Filled:
(Government Code Section 54957 (B) (1)); County Librarian

No public comment.

RESULT: CLOSED SESSION HELD

D. Report Out

2:54 PM Chair Smallcombe reconvened the Board of Supervisors meeting and reported during closed session, information was received and direction was given.

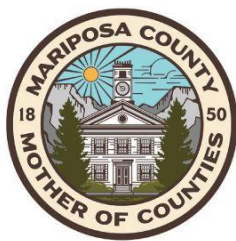
E. Adjournment

2:54 PM Chair Smallcombe adjourned the meeting.

Respectfully submitted,

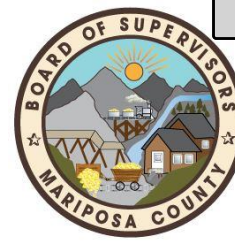
Danielle Bondshu
Clerk of the Board

Rosemarie Smallcombe
Chair, Board of Supervisors



MARIPOSA COUNTY

Administration • 966-3222



MEETING: September 12, 2022

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Closed Session - Librarian Interviews

☐ **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: 1

☐ **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))

County Librarian

☐ **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 law enforcement agency involved: _____

Title of officer of law enforcement agency: _____

☐ **LICENSE/PERMIT DETERMINATION**

License or Permit applied for: _____

Number of license or permit applicants: _____

Name of applicant(s): _____

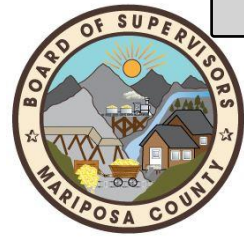
Agenda Item - No Resolution Requested

RESULT: CLOSED SESSION HELD



MARIPOSA COUNTY

Health and Human Services • (209) 966-2000



D.9

RESOLUTION - ACTION REQUESTED 2022-608

MEETING: October 25, 2022

TO: The Board of Supervisors

FROM: Joe Lynch, Health & Human Services Agency Director

RE: Add One Allocation of a Program Specialist I/II and Eliminate One Transit System Bus Driver Allocat

RECOMMENDATION AND JUSTIFICATION:

Add One Allocation of a Program Specialist I/II in the Health and Human Services Agency (HHSA) Transportation Unit; and Eliminate One Transit System Bus Driver Allocation in the HHSA Transportation Unit.

There is sufficient funding in the FY2022-2023 Transportation budget to accommodate the position starting July 1, 2022. There will be no impact on the County General Fund.

Due to the continued vacancy of the Transit System Bus Driver position, it has been determined that there is a greater need for a Program Specialist I/II in the Transportation Unit to assist with Transportation Unit functions: therefore, we are requesting approval to replace the Transit System Bus Driver allocation with the Program Specialist I/II allocation.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

From time to time the Board approves amendments to job descriptions and allocation changes when necessary.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

If the Board does not approve adding this Program Specialist I/II position and removing the Transit System Bus Driver position, this may hinder HHSA in keeping up with the demands and functions in the Transportation Unit.

FINANCIAL IMPACT:

There is sufficient funding in the FY2022-2023 Transportation budget to accommodate the allocation change. There will be no impact on the County General Fund.

RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**

MOVER: Marshall Long, District III Supervisor

SECONDER: Wayne Forsythe, District IV Supervisor

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



MARIPOSA COUNTY

Sheriff's Office • 209 966-3615



MEETING: October 25, 2022

TO: The Board of Supervisors

FROM: Jeremy Brieese, Sheriff

RE: 2022 Red Ribbon Week October 23 through October 31

RECOMMENDED ACTION AND JUSTIFICATION:

Proclaim the week of October 23 through October 31, 2022, as "RED RIBBON WEEK."

Red Ribbon Week is a week set aside by law enforcement, schools, parent organizations and community groups throughout the nation to call attention to the destructiveness of alcohol and drug abuse. The Red Ribbon program focuses on substance abuse education and prevention while encouraging individuals to abstain from substance use throughout the year.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

In past years, the Board has proclaimed the last week in October as Red Ribbon Week.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Do not approve and miss the opportunity to draw attention to this important issue.

ATTACHMENTS:

Red Ribbon Week (DOCX)

RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]

MOVER: Marshall Long, District III Supervisor

SECONDER: Wayne Forsythe, District IV Supervisor

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

The Mariposa County Board of Supervisors
proclaims the

**Week of October 23rd through
October 31st, 2022**

as

“Red Ribbon Week”

WHEREAS, alcohol and other drug use and abuse has reached pandemic stages in California and throughout the United States; and

WHEREAS, Californians for Drug-Free Youth, Inc. (CADFY) coordinates the California Red Ribbon Celebration, in cooperation with the National Family Partnership to offer our citizens the opportunity to demonstrate their commitment to healthy drug-free lifestyles; and

WHEREAS, parents, youth, government, business, law enforcement, schools, religious institutions, service organizations, social services, health services, media and the general public will demonstrate their commitment to drug-free communities by wearing and displaying red ribbons during this week long celebration; and

WHEREAS, the County of Mariposa further commits resources and urges the community to participate in alcohol and other drug prevention programs and activities to ensure the success of the **RED RIBBON CELEBRATION** and year-round alcohol and other drug prevention efforts.

NOW, THEREFORE, BE IT KNOWN that the Board of Supervisors of Mariposa County, a political subdivision of the State of California, hereby proclaims October 23rd through October 31st, 2022, as “**RED RIBBON WEEK**” in Mariposa County.

PASSED AND ADOPTED by the Board of Supervisors of Mariposa County this 25th day of October 2022 by unanimous vote.

ROSEMARIE SMALLCOMBE, District I Supervisor

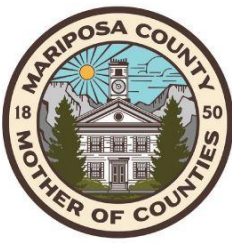
WAYNE FORSYTHE, District IV Supervisor

VACANT, District II Supervisor

MILES MENETREY, District V Supervisor

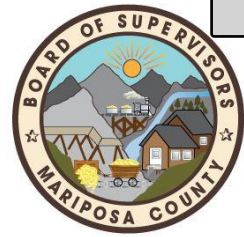
MARSHALL LONG, District III Supervisor

Attachment: Red Ribbon Week (2022-101 : 2022 Red Ribbon Week October 23 through October 31)



MARIPOSA COUNTY

Sheriff's Office • 209 966-3615



RESOLUTION - ACTION REQUESTED 2022-609

MEETING: October 25, 2022

TO: The Board of Supervisors

FROM: Jeremy Brieese, Sheriff

RE: Approve One Overhire Custodial Sergeant Position

RECOMMENDATION AND JUSTIFICATION:

Approve One Over-Hire of a Custodial Sergeant, Effective Immediately.

A letter of intent to retire as of December 17, 2022 was received from the current Custodial Sergeant. Due to the extensive training requirements, it is vital the incoming employee work as closely with the current incumbent as possible.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The Board of Supervisors has approved over-hire positions in the past when it is beneficial to the County's ability to continue to provide critical county services.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

If the Board chooses to not allow the over-hire of this position, the Sheriff's Office would be forced to operate with continued low staffing and possibility of incurring greater overtime costs.

FINANCIAL IMPACT:

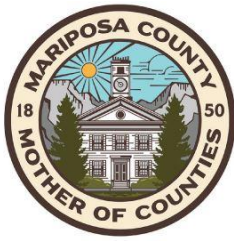
No financial impact, the costs associated with this over-hire can be absorbed in the current budget.

RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]

MOVER: Marshall Long, District III Supervisor

SECONDER: Wayne Forsythe, District IV Supervisor

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



MARIPOSA COUNTY

Administration • 966-3222



G.1

MEETING: October 25, 2022

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Discussion and Direction Regarding Oak Fire Recovery

RECOMMENDATION AND JUSTIFICATION:

Discussion and Direction regarding Oak Fire Recovery.

The Board directed staff to create a standing item to allow for the sharing of information regarding Oak Fire Recovery.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

On July 22, 2022, the Oak Fire began in the Midpines area of Mariposa County and grew into a major wildfire. 127 homes and 66 outbuildings were destroyed.

On July 22nd, 2022, the County Health Officer declared a local health emergency under California Health and Safety Code Section 101080.

On July 23, 2022, Mariposa County received notification of the approval of a Federal Fire Management Assistance Grant (FMAG) to aid with the Oak Fire. Additionally, Gavin Newsom, Governor of the State of California, also proclaimed, on July 23, 2022, a state of emergency in Mariposa County due to the Oak.

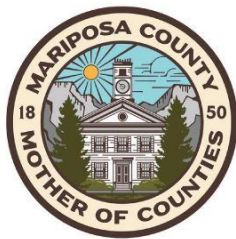
On July 23rd, 2022, Sheriff Jeremy Briebe, acting as the Director of Emergency Services pursuant to Mariposa County Code Section 2.80.040, issued a Proclamation declaring a local emergency.

On July 26, 2022, the Board of Supervisors adopted Resolution 22-435 ratifying a Proclamation of the existence of a local emergency and ratifying a Proclamation of the existence of a local health emergency.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

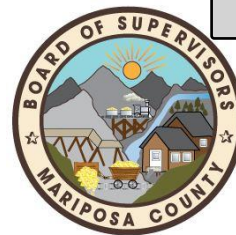
Do not have discussion and direction and miss the opportunity to address the ongoing recovery from the Oak fire.

RESULT: INFORMATION RECEIVED



MARIPOSA COUNTY

Planning · 209-966-5151



RESOLUTION - ACTION REQUESTED 2022-610

MEETING: October 25, 2022

TO: The Board of Supervisors

FROM: Sarah Williams, Planning Director

RE: Waiver of Owner Payment for Certain Permits - Agua Fire

RECOMMENDATION AND JUSTIFICATION:

Adopt a Resolution Waiving Owner Payment for Certain Permits Needed to Rebuild and Reoccupy Properties Impacted by the Agua Fire.

The Board of Supervisors (Board) gave direction to staff to prepare this resolution at their meeting on September 27, 2022. The waivers will be available to property owners whose homeowners' insurance does not cover permit fees and to property owners who had no insurance. The waiver will be available for a period of twenty-four (24) months from the effective date of the resolution.

On July 18, 2022, the Agua Fire broke out near the intersection of Highway 140 and Agua Fria Road, west of the town of Mariposa. The Agua Fire rapidly expanded toward the east and destroyed limited residential structures and outbuildings. Four (4) days later, on July 22, 2022, another fire broke out in Mariposa County. Based on the severity of that later fire, a Local Emergency, a Local Health Emergency and a State of Emergency were declared. As a result of those declarations, the Board waived owner payment of fees for certain permits for the later fire victims, to provide fiscal assistance to encourage rebuilding and reoccupation of properties. The Board expressed an interest in providing fiscal assistance to victims of the Agua Fire too, based on the very limited time frame between the Agua Fire and the later fire, and the perceived inequity of benefits to Mariposa County property owners impacted by the fires. Waiving owner payment for certain permits needed to rebuild and reoccupy their properties is intended to encourage rebuilding and reoccupation of properties in the Agua Fire burn scar.

This resolution addresses the following permit types:

Blue tag (electrical) - Permit fee \$410
 New well or well repair - Permit fee \$364
 Septic system repair - Permit fee \$269 to \$690

Because the Building Department is an enterprise fund, the Mariposa County Building Department-portion of the costs for these permits will be paid for by the Mariposa County Health and Human Services Agency.

BACKGROUND AND HISTORY:

On September 27, 2022, the Board directed staff to prepare a resolution for Agua Fire fee waivers.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Alternatives -

Amend text in proposed resolution

Negative Action -

Do not adopt resolution waiving property owner payment of certain fees. All permit fees necessary for rebuilding would need to be paid for by the property owner or applicant.

FINANCIAL IMPACT:

Precise impact cannot be determined; costs will vary based on number of properties covered by insurance, number of properties whose power and sewer and water infrastructure was impacted, number of owners who plan to occupy temporary replacement housing, whether or not unpermitted improvements will be eligible for a waiver, and number of owners who plan to rebuild.

ATTACHMENTS:

221025 Draft BOS Resolution Waiving Owner Payment of Certain Fees Agua Fire (PDF)

RESULT: ADOPTED [UNANIMOUS]

MOVER: Wayne Forsythe, District IV Supervisor

SECONDER: Marshall Long, District III Supervisor

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

See attached

DRAFT

**STATE OF CALIFORNIA
COUNTY OF MARIPOSA
BOARD OF SUPERVISORS**

Resolution
No 2022-____

**A Resolution Waiving Owner Payment for Certain Permits Needed to
Rebuild and Reoccupy Properties Impacted by the Agua Fire**

WHEREAS, on the 18th day of July 2022, at approximately 1:13 p.m., a fire broke out at the intersection of Highway 140 and Agua Fria Road, west of the town of Mariposa; and

WHEREAS, the Agua Fire rapidly expanded toward the east; and

WHEREAS, there were limited residential structures and outbuildings destroyed by the Agua Fire; and

WHEREAS, four (4) days later, on the 22nd day of July 2022, another fire broke out in Mariposa County; and

WHEREAS, based on the severity of damage caused by that later fire, a Local Emergency, a Local Health Emergency and a State of Emergency were declared; and

WHEREAS, as a result of those declarations, the County Board of Supervisors waived owner payment of fees for certain permits for the later fire victims, to provide fiscal assistance to encourage rebuilding and reoccupation of properties; and

WHEREAS, the Board of Supervisors also wants to provide fiscal assistance to victims of the Agua Fire; and

WHEREAS, the Board of Supervisors has the authority to waive owner payment of permit fees for property owners in the Agua Fire burn scar area.

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

1. The Board does hereby approve the establishment of a list of property owners in the Agua Fire burn scar area whose residences, outbuildings, power poles, wells and/or septic disposal systems were destroyed or damaged by the Agua Fire. The list shall be those property owners in the burn scar area as of date of the fire, July 18, 2022.
2. The Board does hereby waive property owner payment of permit fees for the following types of permits for the property owners on the list established pursuant to item 1 above:
 - a. Blue tag (electrical) – permit fee \$410
 - b. New well or well repair – permit fee \$364
 - c. Septic system repair – permit fee \$269 to \$690

3. The Building Department portion of the costs of the permits identified in item 2 above will be paid for by the Mariposa County Health and Human Services Agency.
4. The property owner fee waiver will be available to property owners whose homeowners' insurance does not cover permit fees, as well as to property owners who had no insurance. The property owner will be responsible for providing objective documentation to the Building Department regarding this requirement.
5. The property owner fee waiver will be available to all properties in the Agua Fire burn scar area, regardless of whether or not the residential development was permitted or legally established. The property owner will be responsible for providing objective documentation to the Building Department regarding the existence of residential development on a property, in order to be eligible for the fee waivers. The Building Director or designee will be the authority for determining the adequacy of the documentation provided by a property owner.

BE IT FURTHER RESOLVED THAT, this resolution shall be effective for a period of twenty-four (24) months from July 18, 2022. Once the resolution is no longer effective, property owners will need to pay all permit fees.

BE IT FINALLY RESOLVED THAT, this action is not taken with an intent that it be precedent setting. This action is taken by the Board of Supervisors based on the very limited time frame between the Agua Fire and the later fire, and the perceived inequity of benefits to Mariposa County property owners impacted by the two fires.

ON MOTION BY Supervisor _____, seconded by Supervisor _____, this resolution is duly passed and adopted this __ day of October 2022 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Rosemarie Smallcombe, Chair
Mariposa County Board of Supervisors

Attest:

Approved as to Form:

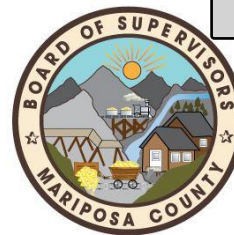
Danielle Bondshu
Clerk of the Board of Supervisors

Steven W. Dahlem
County Counsel



MARIPOSA COUNTY

Treasurer-Tax Collector-County Clerk ·



RESOLUTION - ACTION REQUESTED 2022-611

MEETING: October 25, 2022

TO: The Board of Supervisors

FROM: Keith Williams, Treasurer/Tax Collector

RE: Note for Financing Tyler Tech Implementation

RECOMMENDATION AND JUSTIFICATION:

Approve a Note Purchase Contract/Mariposa County Note Tyler 2022/Letter of Representations in the Amount of \$353,457 for the Implementation Cost of the Tyler Technologies Land Management System Software; and Authorize the Board of Supervisors Chair to Sign Note Purchase Contract/Mariposa County Note Tyler 2022/Letter of Representations.

Staff has discussed financing the implementation costs with a loan from the Treasury during meetings.

To finance the implementation, staff recommends selling a note to the County Treasury for \$353,457. The note would carry an interest rate of 4.35% and a term of Fifty-Six (56) months. The annual payment would be approximately \$80,000.

The interest rate available through this note is positive for both the County and the Treasury. For the County, the rate is lower and more affordable than staff would be able to secure from a private institution. For the Treasury, the rate is higher than most of its other investments are able to achieve.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The Board has previously discussed financing the new system during the June 28, 2022 approval of the Tyler agreement and budget hearings.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Do not approve the note and use cash for the payment.

FINANCIAL IMPACT:

The County will incur debt in the amount of \$353,457 an interest rate of 4.35% as specified in the attached Note.

ATTACHMENTS:

Note Tyler 2022 Purchase and Letter of Representations(DOC)

RESULT: **ADOPTED [UNANIMOUS]**

MOVER: Marshall Long, District III Supervisor

SECONDER: Wayne Forsythe, District IV Supervisor

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

NOTE PURCHASE CONTRACT

This NOTE PURCHASE CONTRACT, dated October 25, 2022 (the “Note Purchase Contract”), between the County of Mariposa (the “County”), a Local Government, duly organized and existing under the laws of the State of California (the “State”), and the Mariposa County Treasurer (the “Note Holder”).

WITNESSETH:

WHEREAS, the County is responsible for housing various departments for the benefit of the people of the County; and

WHEREAS, the County has incurred costs in connection with the purchase of the Tyler Tech Software System (the “System”), and desires to finance these costs; and

WHEREAS, the County has resolved to issue a note, the Mariposa County Note Tyler 2022 (the “Note”) and has offered to sell the Note to the Note Holder; and

WHEREAS, the Note Holder has determined that the Note is an appropriate investment for the funds held in the Mariposa County Treasurer’s Investment Pool and is willing to purchase the Note on the terms and conditions set forth herein; and

WHEREAS, in order to induce the Note Holder to purchase the Note on such terms and conditions, the County has delivered to the Note Holder that certain Letter of Representations of the County (the “Letter of Representations”), dated hereof;

NOW, THEREFORE, in consideration of the premises and of the mutual agreements and covenants contained herein and for other valuable consideration, the parties hereto do hereby agree as follows:

1. Definitions. Unless the context otherwise requires, capitalized terms used herein and not otherwise defined shall have the meaning set forth in Appendix A attached hereto.
2. Terms of Note. The Note shall be issued in physical form in a face amount of \$353,457.00 and shall mature on July 1, 2027. The Note is attached hereto as Appendix B and shall be executed by an authorized representative of the Board of Supervisors, and attested by the Clerk of the Board.

The principal amount of the Note as of any given date shall be equal to (i) the total amount advanced by the Note Holder less any Principal Prepayment in accordance with the terms of this Note Purchase Contract, provided the principal amount shall at no time exceed \$353,457.00. The Note Holder shall maintain accurate records with respect to the principal amount of the Note from time to time outstanding.

3. Representations, Warranties, Covenants and Agreements of the County. The County hereby represents, warrants and covenants to and agrees with the Note Holder that:
- (a) The County is duly organized and existing under the laws of the State of California, and has full legal right, power and authority to (i) execute and deliver this Note Purchase Contract, (ii) issue the Note and sell and deliver the Note to the Note Holder on the terms and conditions set forth in this Note Purchase Contract, (iii) perform its obligations under this Note Purchase Contract, and (iv) the person or persons signing any and all documents associated with this agreement has full authority to sign on behalf of the County;
 - (b) On June 28th, 2022, the Board approved entering an agreement with Tyler Technologies to replace the land management / permitting component of the "AS400" H.T.E (old "ERP") system, the Surveyor/Engineering use of CAMS, and the Environmental Health use of Accela. The Land Management Development Services Permitting software is critical to the ability to provide high quality development services to the community and to manage County resources in support of those services. This grant of authority authorized the Chairperson to approve the issuance, sale and delivery of the Note, duly authorize and approve the execution and delivery of this Note Purchase Contract, duly authorize and approve the performance by the County of its obligations contained in, and the taking of any and all actions as may be necessary to carry out, give effect to and consummate the transactions contemplated by, the Note and this Note Purchase Contract;
 - (c) The Note has been duly and validly issued by the County and this Note Purchase Contract has been duly executed and delivered by the County and the Note and this Note Purchase Contract constitute valid and binding obligations of the County, enforceable in accordance with their respective terms, subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting the enforcement of creditors' rights generally and to general principals of equity;
 - (d) The County is not in breach of or default under any applicable law or administrative regulation of the State, the United States of America, or of any department, division, agency or instrumentality of either thereof, or any applicable court or administrative decree or order or any loan agreement, note, resolution, certificate, contract, agreement or other instrument to which the County is a party or is otherwise subject; the execution and delivery of this Note Purchase Contract, the Note and the other instrument contemplated by any of such documents to which the County is or will be a party and compliance with the provisions of each thereof will not conflict with or constitute a breach of or default under any applicable law or administrative regulation of the State, the United States of America, or of any department, division, agency or instrumentality of either thereof, or any applicable court or administrative decree or order or any loan agreement, note, resolution, certificate, contract, agreement or other instrument to which the County is a party or is otherwise subject or bound;

- (e) No litigation is pending in any court or before any tribunal or administrative agency or, to the knowledge of the County, threatened in any way affecting the existence of the County or the titles of the members of its Board or officers of the County to their respective offices, or seeking to restrain or enjoin the issuance, sale or delivery of the Note, the pledge of the County's finances or in any way contesting or affecting the validity or enforceability of the Note or this Note Purchase Contract or the powers of the County or its authority to perform its duties under this Note Purchase Contract;
- (f) All of the information provided by the County to the Note Holder in connection with the negotiation of the terms and the execution and delivery of the Note Purchase Contract is true, correct and complete in all material respects;
- (g) The County will punctually pay the principal of and interest on the Note in strict conformity with the terms thereof, and will faithfully observe and perform all the agreements, conditions, covenants and terms contained in the Note and in this Note Purchase Contract required to be observed and performed by it, and will not terminate this Note Purchase Contract for any cause whatsoever, including, without limiting the generality of the foregoing, any acts or circumstances that may constitute failure of consideration, commercial frustration of purpose, any change in the tax or other laws of the United States of America or of the State or any political subdivision of either or any failure of the Note Holder to observe or perform any agreement, conditions, covenant or term contained herein required to be observed and performed by it, whether express or implied;
- (h) The County will preserve and protect the security hereof and the rights of the Note Holder to the payment of principal of and interest on the Note and will warrant and defend such rights against all claims and demands of all persons;
- (i) The County will, so long as the Note remains outstanding, apply amounts as provided herein;
- (j) The County will keep appropriate accounting records in which complete and correct entries shall be made of all transactions relating to repayment of the Note, which records shall be available for inspection by the Note Holder at reasonable hours and under reasonable conditions;
- (k) Promptly upon learning of such occurrence, the County shall provide written notice to the Note Holder of the occurrence of any of the following:
 - i. Discovery that a representation or warranty made by the County in this Note Purchase Contract or the Letter of Representations is inaccurate in any material respect;
 - ii. Any material breach by the County under this Note Purchase Contract or the Letter of Representations;

iii. The filing of any claim or suit, or the threat of any litigation, or the commencing of any administrative proceedings against the County respecting the Note, this Note Purchase Contract, the Letter of Representations or (if such claim, suit, litigation, or proceeding could materially adversely affect the interest of the Note Holder or the security for the Note) or the Project; or

- (l) The County will adopt, deliver, execute and make any and all further assurances, instruments and resolutions as may be reasonably necessary or proper to carry out the intention or to facilitate the performance hereof and for the better assuring and confirming unto the Note Holder of the rights and benefits provided to it herein; and
- (m) Any certificate signed by the Chairman of the Board of Supervisors, the County Administrative Office or Clerk of the Board, or any other authorized representative of the County shall be deemed a representation and warranty by the County to the Note Holder as to the statements made therein.

4. Annual Appropriations

Notwithstanding anything contained in this agreement to the contrary, in the event the funds appropriated by County's governing body or otherwise available by any means whatsoever in any fiscal period of County for payments or other amounts due under this agreement are insufficient therefor, this agreement shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to the Lessee of any kind whatsoever, except to the portions of payments or other amounts herein agreed upon for which funds shall have been appropriated and budgeted or are otherwise available. The County will immediately notify the Note Holder of such occurrence. In the event of such termination, the County acknowledges and expressly agrees that the Note Holder may, nonetheless, exercise its remedies set forth in Section 5 of this Note Purchase Contract.

5. Default, Events and Remedies.

- (a) The following shall constitute an Event of Default of the County's obligations under the Note, the Note Purchase Contract and the Letter of Representations:
 - i. Nonpayment of interest and/or principal when due;
 - ii. Default shall be made by the County in the performance of any of the other agreements or covenants contained in the Note or in this Note Purchase Contract, or the Letter of Representations, which shall have continued for a period of thirty days after the County shall have been given notice in writing of such default by the Note Holder;

- iii. Any representation or warranty made by the County in this Note Purchase Contract, or the Letter of Representations shall be untrue or incorrect in any material respect when made or deemed made, and not promptly corrected; or
 - iv. If the County shall file a petition or answer seeking arrangement or reorganization under the federal bankruptcy laws or any other applicable law of the United States of America or any state therein, or if a court or competent jurisdiction shall approve a petition filed with or without the consent of the County seeking arrangement or reorganization under the federal bankruptcy laws or any other applicable law of the United States of America or any state therein, or if under the provisions of any other law for the relief or aid of debtors any court of competent jurisdiction shall assume custody or control of the County or of the whole or any substantial part of its property.
- (b) Upon the occurrence of default the Note Holder may:
- i. Present a claim against the County's account against the County's current fiscal year revenues held in the County Treasury, to direct the Auditor to make such distributions to the Note Holder as may be required to satisfy any defaulted amount;
 - ii. Attach the County's account of any of the County's Funds held in the County Treasury, and direct the Auditor and/or the Treasurer to make such distributions to the Note Holder as may be required to satisfy any defaulted amounts;
 - iii. Bring suit by mandamus or other action or proceeding or suit at law or in equity to enforce its rights against the County or any member of the County, Board of Supervisors, officer or employee, in their official capacity with the County, thereof, and to compel the County or any such member of the County, Board of Supervisors, officer or employee to perform and carry out its duties under agreements and covenants required to be performed by it or him or her contained herein;
 - iv. Bring suit in equity to enjoin any acts or things which are unlawful or violate the rights of the Note Holder.
- (c) Nothing in this Section 5 or in any other provision hereof shall affect or impair the obligation of the County, which is absolute and unconditional, to pay the principal of and interest on the Note when due as provided herein, or shall affect or impair the right of the Note Holder, which is also absolute and unconditional, to institute suit to enforce such payment by virtue of the contract embodied herein.

A waiver of any default or breach of duty or contract by the Note Holder shall not affect any subsequent default or breach of duty or contract or impair any rights or remedies on any such subsequent default or breach of duty or contract, and no delay

or omission by the County to exercise any right or remedy accruing upon any default or breach of duty or contract shall impair any such right or remedy accruing or shall be construed to be a waiver of any such default or breach of duty or contract or an acquiescence therein, and every right or remedy conferred upon the Note Holder by applicable law or by this article may be enforced and exercised from time to time and as often as shall be deemed expedient by the Note Holder.

(d) No remedy herein conferred upon or reserved to the Note Holder is intended to be exclusive of any other remedy, and each such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing in law or in equity or by statute or otherwise and may be exercised without exhausting and without regard to any other remedy conferred by applicable law.

(e) If an Event of Default shall exist under the Note or this Note Purchase Contract and the Note Holder employs attorneys or consultants or incurs other expenses for the collection of any amounts due on the Note or hereunder, or for the enforcement of performance of any obligation or agreement on the part of the County under the Letter of Representations, the County shall upon demand pay to the Note Holder reasonable fees, whether suit be brought or not, of such attorneys or consultants and such other expenses so incurred.

6. Expenses. The Note Holder shall have no obligation to pay, and the County shall pay or cause to be paid, all expenses incident to the execution and delivery of this Note Purchase Contract, the Note issuance, sale, and delivery of the Note, and all expenses incident to the performance of the County's obligations under this Note Purchase Contract.

7. Amendment; Emergency.

(a) Except as otherwise specifically provided in this Note Purchase Contract, this Note Purchase Contract may not be amended, changed, modified, altered or terminated without the written consent of both the Note Holder and the County.

(b) Upon the occurrence of an Emergency, the Note Holder and the County will negotiate in good faith such amendments to this Note Purchase Contract and the Note as shall be necessary to address such Emergency; provided, no such amendment shall materially adversely affect the interests of the Note Holder or the security for the Note without the consent of the Note Holder, which consent shall be given in the Note Holder's sole and absolute discretion.

8. Miscellaneous.

(a) No member of the Board of Supervisors, officer or employee of the County, in their individual capacity with the County shall be personally liable for the payment of the principal of or interest on the Note, but nothing contained herein shall relieve any member of the Board of Supervisors, officer or employee of the County from the

performance of any official duty provided by any applicable provisions of law or hereby.

- (a) The headings or titles of the several articles and sections hereof and the table of contents appended hereto shall be solely for convenience of reference and shall not affect the meaning, convenience or effect hereof, and works of any gender shall be deemed and construed to include all genders. All references herein to “Sections” and paragraphs are to the corresponding sections or paragraphs hereof; and the words “hereby,” “herein,” “hereto,” “herewith,” “hereunder,” and words of similar import refer to this Note Purchase Contract as a whole and not to any particular article, section, subdivision or clause hereof.
- (d) Whenever either the Note Holder or the County is named or referred to herein, such reference shall be deemed to include the successor to the powers, duties and functions that are presently vested in the Note Holder or the County, and all agreements and covenants required hereby to be performed by or on behalf of the Note Holder or the County shall bind and inure to the benefit of the respective successors thereof whether so express or not.
- (e) Except as provided in paragraph (d), nothing contained herein, express or implied, is intended to give to any person other than the Note Holder, the County and their assigns any right, remedy or claim under or pursuant hereto, and any agreement or covenant required herein to be performed by or on behalf of the Note Holder, the County and their assigns.
- (f) This Note Purchase Contract and the Note constitute the entire agreement and supersede all prior agreements and understandings, both written and oral, between the Note Holder and the County with respect to the subject matter hereof.
- (g) If any one or more of the agreements or covenants or portions thereof required hereby to be performed by or on the part of the Note Holder or the County shall be contrary to law, then such agreement or agreements, such covenant or covenants or such portions thereof shall be null and void and shall be deemed separable from the remaining agreements and covenants or portions thereof and shall in no way affect the validity hereof, and the Note Holder and the County hereby declare that they would have executed this Note purchase Contract and each and every other article, section, paragraph, subdivision, sentence, clause and phrase hereof irrespective of the fact that any one or more articles, sections, paragraphs, subdivisions, sentences, clauses or phrases hereof or the application thereof to any person or circumstance may be held to be unconstitutional, unenforceable or invalid.
- (h) Note Holder’s approval of any matter in connection with this Note Purchase Contract and the Note is for the sole purpose of protecting the security and rights of the Note Holder. No such approval will result in a waiver of any default of the County. In no event may the Note Holder’s approval be a representation of any kind with regard to the matter being approved.

- (i) Any payment or act required to be done or made on a day that is not a Business Day shall be done or made on the next succeeding day that is a Business Day with the same force and effect as if it had been done on the date originally scheduled for such payment or act.
- (j) This Note Purchase Contract shall be governed exclusively by and construed in accordance with the applicable laws of the State of California.
- (k) All written notices to be given hereunder shall be given by mail to the party entitled thereto at its address set forth below, or at such other address as such party may provide to the other part in writing from time to time, namely:

If to the Note Holder:

Mariposa County Treasurer-Tax Collector
PO Box 36
Mariposa, CA 95338

If to the County:

County Administrative Officer
PO Box 784
Mariposa, CA 95338

- (l) It is agreed and acknowledged by the parties hereto that the provisions of this Note Purchase Contract have been arrived at through negotiation and that each of the parties has had a full and fair opportunity to review the provisions of this Note Purchase Contract and to have such provisions reviewed by legal counsel. Therefore, any rule of construction that any ambiguities are to be resolved against the drafting party shall not apply in construing or interpreting this Note Purchase Contract.
- (m) This Note Purchase Contract shall be in full force and effect from the date hereof until such time as the Note shall have been fully paid. Time is of the essence in the Note Purchase Contract.
- (n) The Note Holder will keep appropriate records regarding the Note, this Note Purchase Contract and the transactions hereunder, which records shall be available for inspection by the County at reasonable hours and under reasonable conditions.

IN WITNESS WHEREOF, the County and Note Holder have executed this Note Purchase Contract as of the date first written above.

NOTE HOLDER

By: _____
Keith M. Williams
Mariposa County Treasurer

COUNTY of Mariposa

By: _____
Rosemarie Smallcombe, Chairperson

Appendix A

Business Day

“Business Day” means any day that both the County and the County of Mariposa are normally open for business as declared by their respective governing boards, and the Federal Banking System open for money transactions.

Closing Date

“Closing Date” means October 25, 2022

Dated Date

“Dated Date” means October 25, 2022

Event of Default

“Event of Default” means the failure by the County to pay interest or to pay scheduled principal on the Note on the maturity date, or any event defined in Section 5.

Maturity Date

“Maturity Date” means July 1, 2027

Principal Prepayment Date

“Principal Prepayment Date” means any date prior to July 1, 2027, wherein the County makes a payment to the Note Holder applicable to repayment of principal advanced in whole or in part.

APPENDIX B

Name of: County Note Tyler , 2022

Dated Date: October 25, 2022 Maturity Date: July 1, 2027

Registered Owner: Mariposa County Treasurer

Face Amount (Maximum Principal Amount): Three Hundred Fifty Three Thousand Four Hundred Fifty Seven Dollars (\$353,457.00)

The County of Mariposa (the “County”) is a Local Government, duly organized and existing under the laws of the State of California (the “State”), for value received, hereby promises to pay, subject only to the provisions of that certain Note Purchase Contract dated October 25, 2022. (the “Note Purchase Contract”), between the County and the Mariposa County Treasurer (the “Note Holder”), providing for the allocation and application of amounts received and held by the County, by wire transfer or deposit to an account specified by the Note Holder, the principal amount hereof, on the date described below, with interest on the unpaid principal balance hereof at the rates determined as described below and on the dates described below (each date as “Maturity Date”), in lawful money of the United States of America. Unless defined herein, capitalized terms used herein shall have the meanings ascribed thereto in the Note Purchase Contract.

Pledge; Limited Obligation

To secure the payment of principal of and interest on this Note, the County hereby agrees that it will promptly pay its obligations hereunder subject to annual appropriation of funds. Notwithstanding anything contained in this Agreement to the contrary, in the events the funds appropriated by the County’s governing body or otherwise available by any means whatsoever in any fiscal period of County for payments or other amounts due under this agreement are insufficient therefore, this agreement shall terminate on the last day of the fiscal period for which appropriations were received. The County will immediately notify the Note Holder of such occurrence. The County acknowledges that the Note Holder will have the right to pursue its remedies to recover any amounts remaining unpaid, as described more fully in the Note Purchase Contract dated October 25, 2022.

Neither the faith and credit nor the taxing powers of the State, any public agency or any political subdivision of the State is pledged for the purpose of repayment of the principal or interest on this Note. Neither the Board of Supervisors, nor any person executing this Note shall be personally liable on this Note by reason of its issuance. The County Board of Supervisors members, and any officer or employee of the County, in their individual capacity with the County, shall not be personally liable for any obligations set forth herein, including the repayment of principal of or interest on this Note, or in respect of any undertakings by the County under the Note Purchase Contract.

Interest

Interest on the Note shall be due and payable at the interest rate determined as set forth in Table 1 below, which is attached hereto and incorporated fully into the Note.

From the Dated Date of this Note through the Maturity Date, the Note shall bear interest on the outstanding principal balance at the rate of 4.35%. The amount of interest due and payable on the Maturity Date will be computed on the actual/360 day count basis for the number of days elapsed.

In the event the County prepays any or all principal due under the Note, the County shall also pay interest from the Dated Date to the date such prepayment is made. Interest will continue to accrue on any unpaid principal thereafter outstanding.

Principal

The principal amount of this Note as of any given date shall be equal to the total amount advanced by the Note Holder less any Principal Prepayment in accordance with the terms of the Note Purchase Contract as principal on this Note.

Principal on this Note shall be due and payable as set forth in Table 1, below.

Prepayment of Principal

Principal on this Note may be prepaid at the option of the County, in whole or in part, without premium or penalty, on any date upon the County giving a minimum of two business days' advance written notice to the Note Holder that the County shall make a prepayment. The amount available for prepayment of principal and accrued interest on the prepayment amount shall be specified in such written notice. Prepayment of principal by the County shall be in the amount of \$1000.00 or greater, unless the amount is the remaining balance for payment in full.

Upon written receipt of such notice, the Note Holder shall calculate the amount to be applied to outstanding principal and the amount of accrued interest and thereby notify the County of such amounts within one business day of receipt of the notice of prepayment from the County.

Incorporation of Note Purchase Contract

All of the agreements, covenants, conditions, limitations, provisions and stipulations contained in the Note Purchase Contract are hereby made a part of this Note to the same extent and with the same effect as if they were fully set forth herein.

Actions and Remedies Upon Default

Upon the occurrence of a Default, the Note Holder may take any or all of the actions authorized by the Note Purchase Contract. In the event of a Default, all principal and interest amounts due together with any attorney's fees incurred by the Note Holder in collecting or enforcing payment hereof, whether suit be brought or not, and all other sums due hereunder or under the Note Purchase Contract, notwithstanding anything to the contrary therein and payment thereof may be enforced and recovered in whole or in part, at any time, by one or more of the remedies provided in this Note or the Note Purchase Contract.

The remedies of the Note Holder, as provided herein and in the Note Purchase Contract, may be pursued at the sole discretion of the Note Holder and may be exercised as often as occasion therefore shall occur. The failure to exercise any such right or remedy shall in no event be construed as a waiver or release thereof.

The Note Holder shall not be deemed, by any act of omission or commission, to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by the Note Holder and then only to the extent specifically set forth in the waiver.

A waiver with reference to one event shall not be construed as a continuing waiver or as a bar to or waiver of any right or remedy as to a subsequent event.

Registration; Transfer Only to Legal Successor

This Note is transferable upon the books of the County by the registered Note Holder hereof in person or by its attorney duly authorized in writing, upon surrender of this Note together with a written instrument of transfer satisfactory to the County, duly executed by the registered Note Holder or its duly authorized attorney; provided, this Note may be transferred only to a legal successor of the Note Holder. Upon such transfer, the County will note the date of registration and the name and address of the newly registered Note Holder on the books of the County. The County may deem and treat the person in whose name this Note is last registered upon the books of the County as the absolute owner hereof for the purpose of payments so made to the registered Note Holder or upon such Note Holder's order shall be valid sums so paid, and the County shall not be affected by any notice to the contrary.

It is intended that this Note is made with reference to and shall be construed as a contract governed by the laws of the State of California.

IT IS HEREBY CERTIFIED AND RECITED that all conditions, acts and things required to exist, happen and be performed precedent to or in the issuance of this Note do exist, have happened and have been performed in regular and due form as required by law.

IN WITNESS WHEREOF, the County has caused this Note to be executed and attested on its behalf by the manual signatures of its duly authorized officers, all as of the date first set forth above.

By: _____
Rosemarie Smallcombe, Chairperson

ATTEST:

Clerk of the Board

TABLE 1
DEBT SERVICE SCHEDULE

<u>Principal Amount Due</u>	<u>Due Date</u>	<u>Interest Amount Due</u>	<u>Principle/Int Due Sept</u>
\$70,691.40	7/1/2023	\$10,445.76	\$81,137.16
70,691.40	7/1/2024	12,300.30	82,991.70
70,691.40	7/1/2025	9,225.23	79,916.63
70,691.40	7/1/2026	6,150.15	76,841.55
70,691.40	7/1/2027	3,075.08	73,766.48
\$353,457.00		\$41,196.52	\$394,653.52

APPENDIX C

Letter of Representations

October 25, 2022

Keith M. Williams
Mariposa County Treasurer
PO Box 36
Mariposa, CA 95338

Re: Mariposa County Note Tyler 2022

Dear Mr. Williams:

We hereby deliver this letter to you in connection with your execution of a Note Purchase Contract (the “Note Purchase Contract”), dated October 25, 2022, pursuant to which the County has agreed to sell the above referenced Note (the “Note”) to you, as Note Holder, which Note will be held as an investment in the Mariposa County Treasurer’s Investment Pool in which are invested the funds of a number of public agencies, including school districts, the County and special districts, serving the residents of Mariposa County.

The County has read and is familiar with the terms of the Note Purchase Contract, and, unless otherwise defined in this letter, capitalized terms used herein which are defined in this Note Purchase Contract shall have the respective meanings therein specified.

In order to induce you to enter into this Note Purchase Contract, and to purchase the Note as therein contemplated, and to provide assurances to the investors in the Mariposa County Treasurer’s Investment Pool, the undersigned, Chairperson of the Board of Supervisors (the “County”), hereby represents, warrants and covenants to you that:

- (a) The County is a political subdivision of the State, and has full legal right, power and authority to (i) execute and deliver this Letter of Representations, and (ii) perform its obligations under this Letter of Representations;
- (b) The County has duly authorized and approved the performance by the County of its obligations contained in, and the taking of any and all action as may be necessary to carry out, give effect to and consummate the transactions contemplated by, this Letter of Representations;
- (c) This Letter of Representations has been duly executed and delivered by the County and constitutes valid and binding obligations of the County, enforceable in accordance with their respective terms, subject to bankruptcy, insolvency, reorganization, moratorium and other

similar laws affecting the enforcement of creditors' rights generally and to general principles of equity;

- (d) The County is not in breach of or default under any applicable law or administrative regulation of the State, the United States of America, or of any department, division, agency or instrumentality of either thereof, or any applicable court or administrative instrument to which the County is a party or is otherwise subject, which breach or default could materially adversely affect the ability of the County to perform its obligations under this Letter of Representations; the execution and delivery of this Letter of Representations is or will be a party and compliance with the provisions of each thereof will not conflict with or constitute a breach of or default under any applicable law or administrative instrumentality of either thereof, or any applicable court or administrative decree or order or any loan agreement, note resolution, certificate, contract, agreement or other instrument to which the County is a party or is otherwise subject or bound;
- (e) All approvals, consents, authorizations, elections and orders of or filings or registrations with any governmental authority, board, agency or commission having jurisdiction that would constitute a condition precedent to the performance by the County of its obligations under this Letter of Representations have been obtained and are in full force and effect;
- (f) The County is in compliance, in all material respects, with the County Resolution, and this Letter of Representations;
- (g) No litigation is pending in any court or before any tribunal or administrative agency or, to the knowledge of the County, threatened in any way affecting the existence of the County or the title of the members of its Board of Supervisors, or officers of the County to their respective office, or seeking to restrain or enjoin the issuance, sale or delivery of the Note or the application of the proceeds of the Note or in any way contesting or affecting the validity or enforceability of this Letter of Representations or the powers of the County or its authority to perform its duties under this Letter of Representations;
- (h) All of the information provided by the County to the Note Holder in connection with the negotiation of the terms and the execution and delivery of the Note Purchase Contract is true, correct and complete in all material respects;
- (i) The County will comply with, keep, observe and perform all agreements, conditions, covenants and terms, express or implied, required to be kept, observed and performed by it contained in all contracts affecting or involving the Project to the extent that the County is a party thereto;
- (j) Promptly upon learning of such occurrence, the County shall provide written notice to the Note Holder of the occurrence of any of the following:
 - a. Discovery that a representation or warranty made by the County in this Letter of Representations is inaccurate in any material respect;
 - b. Any material breach by the County under this Letter of Representations; or

- c. The filing of any claim or suit, or the threat of any litigation, or the commencing of any administrative proceedings against the County respecting the Note, or this Letter of Representations;
- (k) The County will adopt, deliver, execute and make any and all further assurances, instruments and resolutions as may be reasonably necessary or proper to carry out the intention or to facilitate the performance hereof and for the better assuring and conforming unto the Note Holder of the rights and benefits provided to it herein; and
- (l) Any certificate signed by the Board of Supervisors, or of the County Administrative Officer, or any other authorized representative of the County shall be deemed a representation and warranty by the County to the Note Holder as to the statements made therein.

The words “hereby,” “herein,” “hereto,” “herewith,” hereunder” and other words of similar import refer to this Letter of Representations as a whole and not to any particular paragraph hereof.

Whenever either the Note Holder or the County is named or referred to herein, such reference shall be deemed to include the successor to the powers, duties and functions that are presently vested in the Note Holder or the County and all agreements and covenants required hereby to be performed by or on behalf of the Note Holder or the County with respect to the Note shall bind and inure to the benefit of the respective successors thereof whether so expressed or not.

Except as provided in the preceding paragraph, nothing contained herein, express or implied, is intended to give to any person other than the Note Holder and the Note Holder’s assigns any right, remedy or claim under or pursuant hereto, and any agreement or covenant required herein to be performed by or on behalf of the County shall be for the sole and exclusive benefit of the Note Holder and the Note Holder’s assigns.

The Note Purchase Contract and this Letter of Representations constitute the entire agreement and supersede all prior agreements and understandings, both written and oral, between the Note Holder and the County with respect to the subject matter hereof.

Note Holder’s approval of any matter in connection with this Note Purchase Contract and the Note is for the sole purpose of protecting the security and rights of the Note Holder. No such approval will result in a waiver of any default of the County. In no event may Note Holder’s approval be a representation of any kind with regard to the matter being approved.

All written notices to be given by the County under the terms of the Note Purchase Contract shall be given by mail to the party entitled thereto at its address set forth below, or at such other address as the County may provide to the Note Holder in writing from time to time, namely:

Mariposa County Treasurer
PO Box 36
Mariposa, CA 95338

It is agreed and acknowledged by the County that the provisions of the Note Purchase Contract and this Letter of Representations have been arrived at through negotiation and that each of the parties has had a full and fair opportunity to review the provisions of the Note Purchase Contract and this Letter of Representations and to have such provisions reviewed by legal counsel. Therefore, any rule of construction that any ambiguities are to be resolved against the drafting party shall not apply in construing or interpreting the Note Purchase Contract and this Letter of Representations.

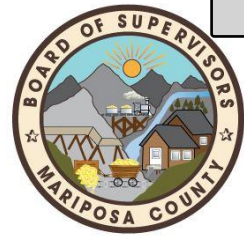
This Letter of Representations shall be in full force and effect from the date hereof until such time as the Note shall have been fully paid.

By: _____
Rosemarie Smallcombe, Chairperson



MARIPOSA COUNTY

Administration • 966-3222



G.4

RESOLUTION - ACTION REQUESTED 2022-612

MEETING: October 25, 2022

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Approve Budget Action Creating a Capital Improvement Fund for the Tyler Tech Software Contract

RECOMMENDATION AND JUSTIFICATION:

Approve Budget Action Establishing and Transferring Funds to a Capital Improvement Fund within the Administration Budget for the Tyler Tech Software Implementation Expenses (\$353,457).

On June 28th, 2022, the Board approved entering an agreement with Tyler Technologies to replace the land management / permitting component of the "AS400" HT_E (old "ERP") system, the Surveyor/Engineering use of CAMS, and the Environmental Health use of Accela. The Land Management Development Services Permitting software is critical to the ability to provide high quality development services to the community and to manage County resources in support of those services.

This item creates the capital fund needed to track the implementation costs associated with this contract. Keith Williams, Treasurer Tax Collector, has provided the attached debt schedule, which serves as a data point for the repayment of the implementation expenses starting in FY24 or next fiscal year.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

Resolution 2022-396: Approve Agreement for Development Services Permitting Software - Tyler Technologies

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Negative action would preclude the County from moving forward with the implementation of the already approved contract.

FINANCIAL IMPACT:

This budget action establishes a fund for the software implementation expenses of \$353,457. A Treasury loan will be used to spread the cost over five years starting in FY24 or next fiscal year. There is no impact on the general fund in FY23.

ATTACHMENTS:**Mariposa County Note Tyler 2022 (PDF)****Tyler Tech CIP Budget Action (PDF)****RESULT: ADOPTED [UNANIMOUS]****MOVER:** Marshall Long, District III Supervisor**SECONDER:** Wayne Forsythe, District IV Supervisor**AYES:** Rosemarie Smallcombe, Marshall Long, Wayne Forsythe, Miles Menetrey

County Note Tyler 2022 Debt Schedule

Financing at 4.35% Maturing 7/1/2027

Principle and interest paid annually on July 1st.

<u>Principal Amount Due</u>	<u>Due Date</u>	<u>Interest Amount Due</u>	<u>Principle/Int Due Sept</u>
\$70,691.40	7/1/2023	\$10,445.76	\$81,137.16
70,691.40	7/1/2024	12,300.30	82,991.70
70,691.40	7/1/2025	9,225.23	79,916.63
70,691.40	7/1/2026	6,150.15	76,841.55
70,691.40	7/1/2027	3,075.08	73,766.48
\$353,457.00		\$41,196.52	\$394,653.52

The \$10,445.76 is 8 months interest assuming the loan is issued 11/1/2022

BUDGET ACTION FORM

FUND	DEP/DIV	ACCOUNT	DESCRIPTION	PROJECT	INCREASE	DECREASE
5541	249	48231	Debt Proceeds		(353,457)	
5541	249	70511	Software Fixed Assets		353,457	
TOTALS					0	0

TRANSFER BETWEEN FUNDS					DEBIT	CREDIT
TOTALS					0	0

ACTION REQUESTED: (Check all that apply)

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

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

DEPARTMENT HEAD SIGNATURE

DATE

AUDITOR SIGNATURE

DATE

COUNTY ADMINISTRATIVE OFFICER SIGNATURE

DATE

APPROVED BY RES NO.

CLERK

DATE

DEPARTMENT

AUDITOR'S USE ONLY

BA #

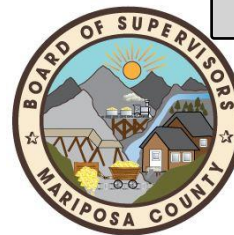
Budget Revision Form Revised 08/2020

Attachment: Tyler Tech CIP Budget Action (RES-2022-612 : Approve Budget Action Creating a Capital Improvement Fund for the Tyler Tech



MARIPOSA COUNTY

Administration • 966-3222



RESOLUTION - ACTION REQUESTED 2022-613

MEETING: October 25, 2022

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: North County Visitor Center RFP Award

RECOMMENDATION AND JUSTIFICATION:

Approve Agreement with Coulter Cafe for the Operation of the North County Visitor Center for a Term of Thirty Two Months and in an Amount Not to Exceed \$66,000; and Authorize the Board of Supervisors Chair to Sign the Agreement.

The North County Visitor Center is a valuable community asset, a key component of the visitor experience for many travelers in and around Coulterville, and one way the County strives to contribute to the success of local businesses. This agreement is the product of an Request for Proposals (RFP) process and subsequent negotiations.

Two proposals were received in response to the RFP, which solicited visitor center management services including securing a location for a visitor center in downtown Coulterville, promoting community attractions and events, responding to inquiries from visitors and residents, building key partnerships and meeting necessary reporting requirements. Supervisor Long, Supervisor Smallcombe, and the county administrative officer thoroughly reviewed both proposals, found the Coulter Cafe to be the most responsive and responsible bid, and are now recommending approval of an agreement with Coulter Cafe.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

On November 29, 2021, the county administrative officer executed a one-year agreement with Coulter Cafe for the continued operation of the visitor center in the amount of \$25,670.

A Request for Proposals (RFP) for operation of the Coulterville Visitors Center was issued on September 22, 2020. Four bids were received. Supervisor Jones, Supervisor Long, and the county administrative officer evaluated the proposals and recommended an agreement with Coulter Cafe in the amount of \$23,400. The agreement was approved by the Board on October 27, 2020, with Resolution 20-638.

The county administrative officer executed an agreement with Nina Mimnaugh for operation of the Coulterville Visitors Center from July 1, 2019, to June 30, 2020, in the amount of \$27,000. This agreement was terminated prior to completing the assigned term.

The county administrative officer executed an agreement with Nina Mimnaugh for operation of the Coulterville Visitors Center from July 1, 2018, to June 30, 2019, in the amount of \$27,000.

The county administrative officer executed an agreement with Nina Mimnaugh for operation of the Coulterville Visitors Center from July 1, 2017, to June 30, 2018, in the amount of \$27,000.

The county administrative officer executed an agreement with Nina Mimnaugh for operation of the Coulterville Visitors Center from April 1, 2017, to June 30, 2017, in the amount of \$6,650.

On October 18, 2016, the Board of Supervisors adopted Resolution 16-548 approving a one-year agreement with Hotel Jeffery, Inc., for the operation of the Coulterville Visitors Center in the amount of \$26,600. This agreement was terminated prior to completing the assigned term.

On October 27, 2015, the Board of Supervisors adopted Resolution 15-503, which renewed the contract with Hotel Jeffery, Inc., through September 30, 2016.

On October 14, 2014, the Board of Supervisors adopted Resolution 14-531 approving a contract with Sara Zahn for the operation of the Coulterville Visitors' Center in the amount of \$25,000. The name of the contractor was changed to Hotel Jeffery, Incorporated, with Resolution 14-617 on December 2, 2014.

On August 7, 2014, the Board of Supervisors gave direction to staff to solicit for an RFP for the operation of the Coulterville Visitors' Center.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Award the agreement to another bidder. Staff will need to bring back an agreement for that award.

Do not approve an agreement. The County will not have an agreement for visitor center operations in Coulterville and the visitor center may close. Staff will need additional direction about visitor center operations.

FINANCIAL IMPACT:

Funds for this agreement are included in the FY23 adopted budget

ATTACHMENTS:

North County Visitor Center Agreement FY23 (DOCX)
2022 Coulterville Visitor Center RFP Final (PDF)
Coulter Cafe Visitor Center Proposal (PDF)
Operation New Earth Visitor Center Proposal (DOCX)

RESULT: **ADOPTED [UNANIMOUS]**

MOVER: Marshall Long, District III Supervisor

SECONDER: Wayne Forsythe, District IV Supervisor

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

AGREEMENT FOR NORTH COUNTY VISITOR CENTER SERVICES

THIS AGREEMENT (“Agreement”) is made and entered into this ____ day of _____, 20__, by and between the County of Mariposa, a political subdivision of the State of California, (“County”), and Coulter Café and General Store (“Contractor”), pursuant to the following terms and conditions.

W I T N E S S E T H:

1. TERM

The term of this Agreement shall be for a period of thirty-two (32) months, commencing on November 1, 2022, through and including June 30, 2025. This Agreement may be extended for one (1) additional consecutive twelve (12) month periods upon the written approval of both parties no later than thirty (30) days prior to the expiration of the initial term. The county administrative officer or his/her designee is authorized to execute such written approval on behalf of County based on Contractor’s satisfactory performance.

2. SERVICES

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

3. COMPENSATION

The maximum compensation payable to Contractor under this Agreement is sixty six thousand dollars (\$66,000) as set forth in Exhibit B, “Cost Proposal,” which is attached hereto and incorporated herein by reference. County shall pay Contractor within thirty (30) days of receipt of an approved invoice.

4. INSURANCE

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

A. MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

- (1) Commercial General Liability (CGL): Insurance Services Office (ISO) Form

CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

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

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

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

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

B. OTHER INSURANCE PROVISIONS

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

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

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

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

(4) Waiver of Subrogation: Contractor hereby grants to County a waiver of any right to subrogation which any insurer of said Contractor may acquire against County by virtue of the

payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not County has received a waiver of subrogation endorsement from the insurer.

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

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

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

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

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

5. HOLD HARMLESS/INDEMNIFICATION

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

6. INDEPENDENT CONTRACTOR

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

7. PUBLIC EMPLOYEES RETIREMENT SYSTEM (CALPERS)

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

8. STATE AND FEDERAL TAXES

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

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

9. AUDITS AND INSPECTIONS

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

10. ASSIGNMENT

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

11. NOTICE

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

CONTRACTOR:

COUNTY:

Dawn Huston
 Kim Brisack
 5015 Main Street
 Coulterville, CA 95311
 Tel: (209) 878-3947

County Administrative Officer
 County of Mariposa
 P.O. Box 784
 Mariposa, CA 95338
 Tel: (209) 966-3222

12. COMPLIANCE

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

13. PUBLIC RECORDS ACT

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

14. ENTIRE AGREEMENT AND MODIFICATION

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

15. ENFORCEABILITY AND SEVERABILITY

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

16. TERMINATION AND RIGHTS UPON TERMINATION

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

B. Either party may terminate this Agreement for convenience upon [INSERT TIMEFRAME] calendar days' written notice to the other party. Upon termination for

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

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

17. NO WAIVER

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

18. DISPUTES

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

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

19. CAPTIONS

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

20. NUMBER AND GENDER

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

21. MANDATORY AND PERMISSIVE

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

22. SUCCESSORS AND ASSIGNS

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

23. COUNTERPARTS/ELECTRONIC, FACSIMILE, AND PDF SIGNATURES

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

24. OTHER DOCUMENTS

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

25. CONTROLLING LAW

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

26. AUTHORITY

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

27. NEGOTIATED AGREEMENT

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

28. NO RELIANCE ON REPRESENTATIONS

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

29. WARRANTY

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

30. FUNDING AVAILABILITY

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

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

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

COUNTY OF MARIPOSA

CONTRACTOR

Rosemarie Smallcombe, Chair
Board of Supervisors

Dawn Huston, Owner

Kim Brisack, Owner

COUNTERSIGNED:
(Government Code §25103)

APPROVED AS TO FORM:

Danielle Bondshu
Clerk of the Board

Steven W. Dahlem
County Counsel

Attachment: North County Visitor Center Agreement FY23 (RES-2022-613 : North County Visitor Center RFP Award)

Exhibit A SCOPE OF WORK

Scope of services and duties to be performed for the operation of the North County Visitors' Center located in the town of Coulterville:

1. Provide dedicated space within the Coulter Café & General Store for the North County Visitor Center. Contractor is responsible for all aspects of facility operations including insurance, maintenance, groundskeeping, security, utilities (water, sewer, gas, electrical, telephone and internet services), janitorial and operating supplies. The facility will be kept in a clean and sanitary condition and will comply with all state and local guidance related to pandemics, wildfires, or other conditions that may exist during the term of the Agreement.
2. Promote Mariposa County community and visitor events, attractions, businesses, and amenities in alignment with County values and brand messaging. Promotion will be friendly, enthusiastic, and will support all communities, organizations, associations and businesses in Northern Mariposa County without favoritism or bias for any particular group.
3. Provide administrative support services for operation of the North County Visitor Center. Pay all operational costs of the North County Visitor Center including but not limited to: insurance, staffing, rent, utilities, telephone, office supplies, and promotional materials.
4. North County Visitor Center staff will be carefully selected to represent the best of Mariposa County. At least one staff person will be dedicated to providing information to visitors for not less than 21 hours per week including high traffic days and high demand times of day including weekends and holidays.

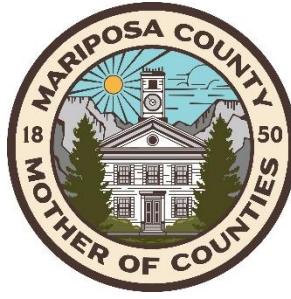
Normally, open hours will be 10am – 5pm on Friday, Saturday and Sunday. Hours may be adjusted to accommodate holiday weekends, events, evening activities, local emergencies, or by written agreement between Contractor and the County Administrative Officer.
5. Provide community support through interaction with visitors and residents. The Coulter Café & General Store provides a unique opportunity for visitors to interact with local residents and hear personal histories.
6. Establish and maintain community partnerships with groups including, but not limited to, Yosemite National Park, Yosemite Mariposa County Tourism Bureau, Yosemite Gateway Partners, Mariposa Bed and Breakfast Association, Mariposa County Chamber of Commerce, and Northern Mariposa History Center.

7. Assist visitors with destination, lodging and other information that enhances the visitor experience, supports local business and builds positive association with Mariposa County.
8. Create, publish, manage and display visitor information brochures and promotional materials.
9. Track and report visitor statistics on a monthly basis. Conduct visitor surveys for quality assurance or as requested by the County.
10. Provide annual financial statements for the term of the Agreement that clearly indicates how County funds are used.
11. Provide at least two in-person reports to the Board of Supervisors annually detailing visitor activity and Visitor Center operations.

Exhibit B
COST PROPOSAL

Services for this agreement shall be paid within thirty (30) days of receipt of invoice. Funds will be made available according to the following schedule:

November 1, 2022	\$7,850
March 1, 2023	\$7,850
July 1, 2023	\$7,850
November 1, 2023	\$8,250
March 1, 2024	\$8,250
July 1, 2024	\$8,250
November 1, 2024	\$8,850
March 1, 2025	\$8,850



Request for Proposals (RFP) Coulterville Visitor Center Operations

I. Background

The Town of Coulterville is a quaint mining town in the heart of California's Sierra Nevada mountain range. Sitting just outside of Yosemite National Park, Coulterville is close to a variety of recreational and historical attractions that attract visitors from around the world.

The Coulterville Visitor Center has historically been operated in connection with a local business. This request for proposals assumes, but does not necessarily require, a continuation of this practice.

II. Scope of Services

The selected contractor will deliver the following services.

- A. Provide a secure location in downtown Coulterville where visitor services may be provided. Contractor will be responsible for all aspects of facility operations including insurance, maintenance, groundskeeping, security, utilities (water, sewer, gas, electrical, telephone and internet services), janitorial and operating supplies. The facility must be always kept in a clean and sanitary condition and comply with all state and local guidance related to pandemics, wildfires, or other conditions that may exist during the term of the agreement.
- B. Promote Mariposa County community and visitor events, attractions, businesses, and amenities in alignment with County values and brand messaging. Promotion should be friendly, enthusiastic, and support all communities, organizations, associations and businesses in Northern Mariposa County without favoritism or bias for any particular group.
- C. Provide a plan of operations for management of the Coulterville Visitor Center to include, but not be limited to, proposed staffing, hours of operations, scheduling and management of the facility to maintain safety and appearance. The plan must report on a list of mutually-agreed-upon, outcome-based performance measures that monitor and evaluate the effectiveness and efficiency of Visitor Center Management Services. Plans must be submitted to the County on an annual basis for approval.

- D. Recruit, select, supervise, and appropriately recognize the efforts of any staff and/or volunteers necessary to operate the Visitors Center.
- E. Provide community support through interaction with visitors and residents, including:
 - a. Displaying and distributing brochures, maps, and other visitor information.
 - b. Providing visitors assistance upon request.
 - c. Timely visitor/client inquiry fulfillment.
 - d. Initiating and supporting programs that increase visitor spending with Mariposa County businesses.
 - e. Connecting visitors with available lodging.
 - f. Providing information on transportation, restaurants, attractions, events and other services and amenities.
- F. Develop community partnerships, or support County partnerships, with groups including, but not limited to:
 - a. Yosemite National Park
 - b. Yosemite/Mariposa County Tourism Bureau
 - c. Yosemite Gateway Partners
 - d. Mariposa Bed and Breakfast Association
 - e. Mariposa County Chamber of Commerce
 - f. Northern Mariposa County History Center
- G. Segregate funds provided by the County of Mariposa and provide an annual, auditor-reviewed report on the use of these funds.

Additional services, including but not limited to art displays, gift shops, and so on, may be included in the proposal for consideration. These services will be considered for inclusion or omission in the final agreement at the sole discretion of the County of Mariposa.

III. Terms and Conditions

An Agreement in this matter will not be formed until executed by all parties. Performance under the contract will not begin until the Agreement is fully executed by all parties. A sample agreement is provided as an attachment. Terms and conditions of the Agreement are subject to negotiation but may include the following.

- A. Term of Agreement: An agreement will be for a term of November 1, 2022, through June 30, 2025, and may be extended for up to two successive one-year terms by mutual consent of the County and Contractor. Neither party has any obligation to extend the initial term of the Agreement.
- B. Subject to Appropriation: Compensation for services requires the Mariposa County Board of Supervisors to annually appropriate funds for payment of services. The obligation of the County to provide funding is subject to the availability of funds lawfully appropriated for that purpose by the Mariposa County Board of Supervisors.

- C. **Minimum Scope and Limit of Insurance:** The Contractor must, at Contractor's own expense, secure and maintain the following insurance throughout the term of the Agreement. If the Contractor maintains broader coverage and/or higher limits than the minimums shown here, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor. Additional insurance provisions will be required as represented in the attached sample Agreement.
- a. *Commercial General Liability (CGL):* Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit;
 - b. *Automobile Liability:* ISO Form Number CA 00 01 covering any auto, (Code 1), or if Contractor has no owned autos, hired (Code 8) and non-owned autos (Code 9), with limits no less than \$1,000,000 per accident for bodily injury and property damage; and
 - c. *Workers' Compensation* insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$2,000,000 per accident for bodily injury or disease.
- D. **Indemnification:** To the fullest extent permitted by law, Contractor shall hold harmless, defend at its own expense, and indemnify Entity its officers, employees, agents, and volunteers, against any and all liability, claims, losses, damages, or expenses, including reasonable attorney's fees, arising from all acts or omissions to act of contractor or its officers, agents, or employees in rendering services under this contract; excluding, however, such liability, claims, losses, damages, or expenses arising from Entity's sole negligence or willful acts.

IV. Submission Instructions

To achieve a uniform review process and obtain the maximum degree of comparability, it is required that proposals be organized in the manner specified below. Proposals shall be limited to ten (10) pages. The County reserves the right to reject any proposal exceeding these limits or omitting any requirement for submission.

Scope of Proposal

1. Organization's name and address as well as the name and contact information (including email address) of the primary contact for this RFP.
2. Submit qualifications and provide a narrative on how your organization will fulfill the Scope of Services outlined in this RFP.
3. Acknowledge consent to adhere to the Scope of Services and Sample Services Agreement (including insurance requirements) outlined in this RFP.

Ability to Provide Services

4. Brief organization profile to include years in operation, evidence of self-reliance and sustainability outside of the award of this Agreement, and experience with related performance indicators.
5. Provide a list of key personnel, their roles and availability to administer these services. Include a resume for each individual referenced.

Cost Proposal

6. Provide annual total cost to provide services defined in this RFP for each year of the initial contract period (39 months). Pricing must include all items annotated in the Scope of Services.

Proposals shall be submitted in a single Microsoft Word or PDF file under 20MB and emailed to: dkimble@mariposacounty.org. Proposals must be received before 8:00 AM PST on October 3, 2022. Late proposals will not be accepted.

All questions must be submitted via email to dkimble@mariposacounty.org no later than 5:00 PM PST on September 22, 2022. Questions received after this deadline will not be answered. Responses to all questions submitted before the deadline will be posted to the bid page on the mariposacounty.org website.

V. PROPOSAL GUIDELINES

- A. The County of Mariposa assumes no responsibility for liability for any costs organizations may incur in responding to this RFP including interview sessions, contract negotiations and/or challenges to the final award.
- B. This RFP may be amended and/or revoked at any time prior to final execution of an Agreement with the County.
- C. In evaluating proposals, the County may seek information to clarify a proposal. In that event, written and signed clarifications may be submitted and such clarifications shall become part of the proposal.
- D. All proposals shall remain subject to initial acceptance ninety (90) days after the day of submittal.
- E. Prospective contractors shall assure that there will be no discrimination in hiring or the delivery of services on the basis of race, color, religion, national origin, sex, age, marital status, disability, sexual orientation or political affiliation.
- F. Organizations contracting with the County must be current in all taxes owed to Mariposa County. No agreement will be awarded to any organization found to have unpaid taxes.
- G. News releases pertaining to the award resulting from the RFP shall not be made without prior written approval of the Mariposa County Administrative Officer.

- H. All materials submitted in response to this RFP will become the property of the County of Mariposa and will become public record after award of an Agreement.
- I. No oral change, or interpretation, of any provision contained in this RFP is valid. Written addenda will be issued when changes, clarifications, or amendments to proposal documents are deemed necessary by the County.

VI. REVIEW AND ASSESSMENT

A committee of individuals representing the County of Mariposa will evaluate the proposals. The committee will rank the proposals as submitted. The County of Mariposa reserves the right to award an Agreement to the prospective contractor who, in the sole judgment of the County, will best accomplish the desired results. The County also reserves the right to request oral interviews with a maximum of three of the highest-ranked prospective contractors to allow expansion upon and possible refinement of written responses. The final recommendation for selection will be based on the total of all evaluators' scores.

Applicants will be notified in writing of the decision of the committee. The County reserves the right to negotiate with any individual, agency or organization submitting an application. Items that may be negotiable include: scope of services and cost.

Submissions will be evaluated using the following criteria. The rating scale shall be from 1 to 5, with 1 being a poor rating, 3 being an average rating, and 5 being an outstanding rating.

Weighting Factor	Qualification	Standard
3.0	Scope of Proposal	Does the proposal address all elements of the RFP? Does the proposal show an understanding of the service objectives, methodology to be used and deliverables required? Are there any exceptions to the Scope of Services or Agreement?
2.0	Ability to Provide Services	Do the persons assigned to the project have the necessary skills and qualifications? Are sufficient people of the requisite skills and qualifications assigned to the project? Does the organization have the capacity to successfully meet visitor and resident needs?
2.0	Cost Proposal	Does the proposal include a detailed cost breakdown for each cost element? Are the costs competitive? Do the proposed cost and work hours compare favorably with the anticipated budget?
1.0	Completeness	Does the proposal include all of the requirements outlined in this RFP?

VII. FINAL CONTRACT

The County Administrator's Office will negotiate with the selected individual or organization regarding any changes to the scope of work, schedule, budget, and terms and conditions of the Agreement prior to making a recommendation to the Board of Supervisors for approval. The Agreement will include standardized clauses based on County policies such as, but not limited to: independent contractor status, insurance requirements, hold harmless clauses, progress payments, and termination of contract.

VIII. INTENDED TIMELINE

Release of Request for Proposals	August 19, 2022
Deadline for All Questions	September 12, 2022, at 5:00 PM PDT
Proposal Due Date	September 22, 2022, at 8:00 AM PDT
Proposal Evaluation Completed	September 26, 2022
Notice of Intent to Award	September 27, 2022
Contract Execution	October 2022
Begin Services	November 1, 2022

EXHIBIT A**AGREEMENT FOR COULTERVILLE VISITOR CENTER SERVICES**

THIS AGREEMENT ("Agreement") is made and entered into this ____ day of _____, 20____, by and between the County of Mariposa, a political subdivision of the State of California, ("County"), and _____ [INSERT NAME OF COMPANY] ("Contractor"), pursuant to the following terms and conditions.

WITNESSETH:**1. TERM**

The term of this Agreement shall be for a period of ____ (__) years, commencing on [effective date] through and including [last day of initial term]. This Agreement may be extended for ____ (__) additional consecutive twelve (12) month periods upon the written approval of both parties no later than thirty (30) days prior to the expiration of the initial term. The (title of department head) or his/her designee is authorized to execute such written approval on behalf of County based on Contractor's satisfactory performance.

2. SERVICES

Contractor shall perform [INSERT BRIEF DESCRIPTION OF SERVICES] as described in Exhibit A, "Scope of Work," which is attached hereto and incorporated herein by reference. Contractor shall provide all staffing and materials necessary to perform the Scope of Work.

3. COMPENSATION

The maximum compensation payable to Contractor under this Agreement is [specify the amount for the entire term of the Agreement, specify the amount of the initial term of the Agreement, and specify the amount for each extension period] as set forth in Exhibit B, "Cost Proposal," which is attached hereto and incorporated herein by reference. County shall pay Contractor within thirty (30) days of receipt of an approved invoice.

4. INSURANCE

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

A. MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

- (1) Commercial General Liability (CGL): Insurance Services Office (ISO) Form

CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

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

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

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

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

B. OTHER INSURANCE PROVISIONS

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

- (1) **Additional Insured Status:** County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 forms if a later edition is used).
- (2) **Primary Coverage:** For any claims related to this Agreement, Contractor's insurance coverage shall be primary insurance with respect to Contractor's negligent performance of the services as respects County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees, or volunteers shall be excess of Contractor's insurance and shall not contribute with it.
- (3) **Notice of Cancellation:** Each insurance policy required above shall state that coverage shall not be canceled, except with at least thirty (30) calendar days' notice to County.
- (4) **Waiver of Subrogation:** Contractor hereby grants to County a waiver of any right to subrogation which any insurer of said Contractor may acquire against County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not County has received a waiver of subrogation endorsement from the insurer.
- (5) **Deductibles and Self-Insured Retentions:** Any deductibles or self-insured retentions must be declared to and approved by County. County may require Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
- (6) **Acceptability of Insurers:** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to County.
- (7) **Verification of Coverage:** Contractor shall furnish County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive Contractor's obligation to provide them. County

reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

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

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

5. HOLD HARMLESS/INDEMNIFICATION

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

6. INDEPENDENT CONTRACTOR

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

7. PUBLIC EMPLOYEES RETIREMENT SYSTEM (CALPERS)

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

8. STATE AND FEDERAL TAXES

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

- a. County will not withhold FICA (Social Security) from Contractor's payments;
- b. County will not make state or federal unemployment insurance contributions on behalf of Contractor;

- c. County will not withhold state or federal income tax from payment to Contractor;
- d. County will not make disability insurance contributions on behalf of Contractor;
- e. County will not obtain workers' compensation insurance on behalf of Contractor.

9. AUDITS AND INSPECTIONS

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

10. ASSIGNMENT

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

11. NOTICE

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

CONTRACTOR:

[INSERT CONTACT INFO, TITLE ONLY]

COUNTY:

[INSERT CONTACT INFO, TITLE ONLY]

County of Mariposa
[INSERT ADDRESS]
Mariposa, CA 95338

12. COMPLIANCE

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

13. PUBLIC RECORDS ACT

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

14. ENTIRE AGREEMENT AND MODIFICATION

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

15. ENFORCEABILITY AND SEVERABILITY

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

16. TERMINATION AND RIGHTS UPON TERMINATION

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

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

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

17. NO WAIVER

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

18. DISPUTES

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

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

19. CAPTIONS

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

20. NUMBER AND GENDER

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

21. MANDATORY AND PERMISSIVE

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

22. SUCCESSORS AND ASSIGNS

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

23. COUNTERPARTS/ELECTRONIC, FACSIMILE, AND PDF SIGNATURES

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

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

24. OTHER DOCUMENTS

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

25. CONTROLLING LAW

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

26. AUTHORITY

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

27. NEGOTIATED AGREEMENT

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

28. NO RELIANCE ON REPRESENTATIONS

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

29. WARRANTY

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

30. FUNDING AVAILABILITY

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

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

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

COUNTY OF MARIPOSA

CONTRACTOR

Rosemarie Smallcombe, Chair
Board of Supervisors

[INSERT NAME/TITLE]

1. Organization's name and address, as well as name and contact information of the primary contact for this RFP:

Coulter Café & General Store
5015 Main Street
Coulterville CA 95311
coultercafe.com

elriosf@gmail.com Dawn Huston - primary contact
kimbrisack@gmail.com Kim Brisack
209 878 3947 (store)
209 878 0123 (home)

2. Qualifications & narrative on how our organization will fulfill the Scope of Services outlined in the RFP:

Coulter Café & General Store has been in business for 34 years in the same location on Main St in downtown Coulterville. We are both a restaurant and small community grocery store. Our regular hours are 9a-6p seven days a week. We are the only business in Northern Mariposa County that is currently open 7 days a week, and we are also the only business that has been consistently open for operations over the last several years. The Coulter Café & General Store has become the *de facto* hub of the town of Coulterville, with bulletin boards in front for community notices and a large patio for locals and visitors alike. Our strong community presence allows the opportunity for visitors to meet and mingle with locals and often get the "inside scoop", a rewarding experience for all involved.

Coulter Café & General Store has housed the Coulterville Visitor Center since 2020. We have a dedicated information desk area that displays informational pamphlets, maps, promotional brochures, as well as local weather and road conditions, updated daily. The Visitor Center staff are designated to the Visitor Center only.

As part of our role as the Coulterville Visitor Center, we maintain and create social media accounts in coordination with the County to promote Coulterville and all of Northern Mariposa County, including Greeley Hill, Don Pedro, and Buck Meadows. We actively reach out to local businesses to promote them through social media and routinely engage with the Visitor Centers in Mariposa as well as our neighbors in Southern Tuolumne County (Groveland). In addition, we track and report all statistics and visitor surveys that the county requests.

After being selected for the Visitor Center contract in 2020, we worked with the Yosemite Mariposa County Tourism Bureau to create new informational maps of Coulterville and the surrounding areas. The maps were created to highlight all local businesses and sites of interest in Coulterville and Northern Mariposa County. Additionally, we have created numerous in-house maps to use as handouts for visitors needing driving directions to and from Yosemite and other

parts of Mariposa County, including boating activities and popular hiking trails. These are especially important when the reservation system for Yosemite is in place. We make sure to point out all that Mariposa County has to offer even when Yosemite is not available!

Our Visitor Center staff are all extremely active in community service and volunteer on many boards throughout Mariposa County. As such, we regularly interact with the Yosemite Mariposa County Tourism Bureau and representatives of Yosemite National Park, Mariposa County Chamber of Commerce, Yosemite Gateway Partners, and the Northern Mariposa County History Center as well as the Mariposa County Board of Supervisors and other county entities such as the Mariposa Arts Council.

Furthermore, our regular (non-VC) staff at the Coulter Café & General Store are all local residents who are experienced in answering visitor's questions even when the Visitor Center desk is not officially staffed. As the largest employer in Northern Mariposa County, we have the ability to cover when staff have unexpected emergencies or absences. Taking all of this into consideration, Coulter Café & General Store is uniquely qualified to serve as the host for the Coulterville Visitor Center.

A detailed list of Scope of Services is provided in Addendum 1.

3. Acknowledge consent to adhere to the Scope of Services and Sample Services Agreement including insurance requirements outlined in the RFP.

We consent to adhere to the Scope of Services and Sample Services Agreement, including the insurance requirements. In fact, we already have the required insurance in place according to the RFP.

4. Brief organization profile to include years in operation, evidence of self-reliance and sustainability outside of the award of the Agreement, and experience with related performance indicators.

Dawn Huston has been a small business owner for more than 27 years in the hospitality industry. Since 1996, she has owned a successful night club/bar and community space in San Francisco. In 2015, Dawn Huston and partner Kim Brisack started a small event space and ranch in Coulterville called Big Table Ranch and in 2017 they took over ownership of the Coulter Café & General Store. All events at Big Table Ranch and Coulter Café & General Store act as fundraising opportunities for local non-profits, including Mountain Crisis Services, the Coulterville VFW, the Coulterville IOOF, the Northern Mariposa County History Center, and many more. Dawn and Kim are actively invested in promoting Coulterville and the surrounding areas for the success of their businesses and the community at large.

Dawn joined the Board of Directors for the Northern Mariposa County History Center and has been a primary member of the CoyoteFest planning committee for the last five years. Kim is also very active in community service. She has served on the Board of Directors for the Yosemite Mariposa County Tourism Bureau for six years, and is one of the foundational members of the Creative Placemaking Strategic Advisory Committee for Mariposa County.

Previously, Kim served three years on the Board of Directors for the Mariposa County Chamber of Commerce.

5. List of key personnel, their roles and availability to administer the services:

MaryAnn Huff, Visitor Center employee and BOS liaison

- see resumé in Addendum 2

Erica Wolfsen, Visitor Center social media expert and cartographer

- see resumé in Addendum 3

6. Provide annual total cost to provide services defined in the RFP for each year of the initial contract period (32 months). Pricing must include all items annotated in Scope of Services.

This proposal covers the staffing for the Coulterville Visitor Center 3 days per week: Friday, Saturday & Sunday from 10a-5p. However, we are certainly open to expanding to more days and hours as permitted or requested by the County.

Annual Total Costs:

Staffing: 21 hours per week at \$16/hr, plus 10% to cover taxes and workers' comp insurance.

\$19,536 yearly

Insurance: Commercial General Liability, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than \$2,000,000 per occurrence. This expense covers the cost difference between our usual business insurance and the County requirements.

\$800 yearly

Office Supplies: Covers the costs of printing, paper, ink supplies, pens, markers, chalk etc.

\$1500 yearly

Incidentals: Covers the cost of travel and time to Mariposa to report to the Board of Supervisors, coordination/travel/time with Mariposa County Visitor Center and Southern Tuolumne County Visitor Center, local postcards for North County.

\$1700 yearly

Total for Year 1: \$23,536

Each subsequent year will increase by 5%.

Total Year 2: \$24,713

Total for Partial Year 3 (8 months): \$17,299

Addendum 1. Scope of Services and duties to be performed by Coulter Café & General Store (“Contractor”) to operate the Coulterville Visitor Center located in the town of Coulterville.

1. Provide dedicated space within the Coulter Café & General Store for the Coulterville Visitor Center. Contractor is responsible for all aspects of facility operations including insurance, maintenance, groundskeeping, security, utilities (water, sewer, gas, electrical, telephone and internet services), janitorial and operating supplies. The facility will be kept in a clean and sanitary condition and will comply with all state and local guidance related to pandemics, wildfires, or other conditions that may exist during the term of the Agreement. Provide administrative support services for operation of the Coulterville Visitor Center. Pay all operational costs of the Coulterville Visitor Center including but not limited to: insurance, staffing, rent, utilities, telephone, office supplies, and promotional materials.
2. Promote Mariposa County community and visitor events, attractions, businesses, and amenities in alignment with County values and brand messaging. Promotion will be friendly, enthusiastic, and will support all communities, organizations, associations and businesses in Northern Mariposa County without favoritism or bias for any particular group.
3. At least one staff person will be dedicated to providing information to visitors for not less than 21 hours per week. We will ensure that open hours include high traffic days and high demand times of day including weekends and holidays. Proposed Visitor Center hours are 10am- 5pm, Friday, Saturday, and Sunday. Additional days and/or hours may be proposed by the County as necessary. Employees of the Visitor Center are carefully selected to represent the best of Mariposa County.
4. Provide community support through interaction with visitors and residents. The Coulter Café & General Store provides a unique opportunity for visitors to interact with local residents and hear personal histories.
5. Establish and maintain community partnerships with groups including, but not limited to, Yosemite National Park, Yosemite Mariposa County Tourism Bureau, Yosemite Gateway Partners, Mariposa Bed and Breakfast Association, Mariposa County Chamber of Commerce, and Northern Mariposa History Center.
6. Assist visitors with destination, lodging and other information that enhances the visitor experience, supports local business and builds positive association with Mariposa County.
7. Create, manage, and display visitor information brochures and promotional materials.
8. Track and report visitor statistics on a monthly basis. Conduct visitor surveys for quality assurance or as requested by the County.
9. Provide annual financial statements for the term of the Agreement that clearly indicates how County funds are used.
10. Provide at least two in-person reports to the Board of Supervisors detailing visitor activity and Visitor Center operations.

Addendum 2. Resumé for MaryAnn Huff

Hospitality professional with forty years of experience. Mariposa County resident since 2004 with decades of proven community support and activism.

EXPERIENCE

1985-1997, Fairmont Hotel, San Jose, California.

- Held progressively responsible positions throughout the front office function
- Improved customer satisfaction, employee training and development programs
- Developed and implemented hospitality and service standards

2005-Present, Member/Officer of Coulterville Community Club

2005-2006, Committee Member on start-up Tourism Bureau led by Leroy Radanovich

2006-Present, Northern Mariposa County History Center. Served as Board Director, Vice President, President, Docent, CoyoteFest Event Coordinator

2006-2013, Mariposa County Chamber of Commerce. Served on Board of Directors, as Vice President and President.

2008-2010, Economic Development Committee

2011-2013, John Muir Geotourism (Coulterville Non-Profit). Served as Director of the Board

2013-Present, Yosemite Mariposa County Tourism Bureau Board Director representing Northern Mariposa County

2014-Present, University of California Master Gardener, Mariposa County

EDUCATION & CERTIFICATES

Associate of Arts in Speech Communication, DeAnza College, Cupertino California, 2002

Leadership Sunnyvale Chamber of Commerce, focused on public affairs and leadership training

Addendum 3. Resumé for Erica Wolfson

Accomplished artist and educator seeking a position that will benefit from my strong academic preparation, diversified art experience, driving work ethic, and commitment to exceeding my customers expectations.

JOB DUTIES / ACCOMPLISHMENTS

- Built, implemented and taught comprehensive art program for grades P-12.
- Developed and implemented drawing and painting lessons for seniors, including dementia patients.
- Created an arts education blog and YouTube page with all original arts education content.
- Designed and taught AP Studio Art Class.

EXPERIENCE

- Social Media Director, Cartographer, and Desk Attendant, Coulterville Visitor Center, 2020 - Present
- Board Member, Northern Mariposa County History Center, 2022-Present
- Active Member, Creative Placemaking Strategic Advisory Committee for Mariposa County, 2019-Present
- Painting Instructor, Rush Creek and Evergreen Lodge, 2019 - Present
- Painting Instructor, Brush & Cork, Sonoma CA, 2019 - 2021
- Art Director, Huntington Beach Hebrew Academy, 14401 Willow Ln., Huntington Beach CA, 92647, 2008 - 2017
- Chai Tots Preschool, Painting and Drawing Instructor, 2013 - 2017
- Fine Art Instructor, Young Rembrandts, 2007 - 2014
- Fine Art Instructor, A Brush of Art, 2009-2011
- Jefferson Elementary School, 4th grade art class for special education and ESL students, 3770 Utah St., San Diego CA, 92104, 2006-2007
- Fine art instructor, Devine Gallery, 2005-2006

ONLINE ARTIST AND EDUCATOR

- Articles and photography promoting Coulterville and the County of Mariposa <https://www.facebook.com/coultervillevisitorscenter>
- Educational videos and animations <https://www.youtube.com/user/MsWolfson>
- Wolfson Original Fine Art <http://instagram.com/wolfsonart>

EDUCATION

Bachelor of Fine Arts, University of California San Diego, 2007

Associates Degree and Certificate in Communication, San Diego City College, 2005

Coronado School of the Arts, San Diego USD Charter High School, 2000

Addendum 4. References.

Nina Mimnaugh, former Visitor Center contract holder 209 878 0349

Willow Polson, President of the Northern Mariposa County History Center

Jonathan Farrington, Executive Director, Yosemite Mariposa County Tourism Bureau



OPERATION NEW EARTH
5006 Main Street
Coulterville, CA 95311
205-664-9860

HEADQUARTERS
678 Camp Branch Circle
Alabaster, AL 35007
Offices In
Viet Nam & Singapore

REQUEST FOR PROPOSALS: COULTERVILLE VISITOR CENTER OPERATIONS (posted August 19, 2022)

1. BACKGROUND, paragraph 2: "...operated in connection with a local business..."
2. SCOPE OF SERVICES, paragraph A: "...a secure location in downtown Coulterville..."

IV: SCOPE OF PROPOSAL, subsection (1): The name of the organization is Operation New Earth, a non-profit established in 2008 in Tallapoosa County, Alabama. For the past year and a half, Operation New Earth has been operating from 5016 Main Street, Coulterville, California 95311-as there is no mail delivery to this area, one must also use "Box 331" as part of the address.

Operation New Earth's Employer Identification is 72-1347431; our DUNS number is 079106668; our CAGE Code is 711G9; our Pacific Gas & Electric account numbers are: 8304431566-7, 8092982968-9. The primary contact for Operation New Earth is: (Dr.) James Rhodes, 5006 Main Street, Coulterville, California 95311; (205) 664-9860; jamesrhodes666@msn.com.

IV: SCOPE OF PROPOSAL, subsections (2) & (4): 5016 Main Street is a historical structure-California Historical Landmark #332 in the Main Street Historical District (National Register #82002205). This property has previously served as the Visitor's Center as well as the John Muir Eco-Tourism Center, documentation from the Muir people indicate that John Muir and President Teddy Roosevelt were on site at this structure on more than one occasion. The Economic Development Corporation of Mariposa County has met in this building where Operation New Earth brought in Tran Viet Hung, of an Asian investment group, to give a presentation (this was covered by the MARIPOSA GAZETTE, September 23, 2021, p. B12) on locals securing foreign investment partners.

This 5016 Main Street facility has also been used by Operation New Earth to promote local artists, host local musicians, memorial services (most recently for combat veteran Wade Flaeschel), a wake for "Cowboy Charlie," comedy, meditation, film, and drama nights, as well as a staging area to transport supplies to victims of the Oak Fire. After our Emily Davis Memorial Art Show, the California State Arts Council vetted us then awarded Operation New Earth \$18,000 to promote local artists (MARIPOSA GAZETTE & YOSEMITE EXPRESS).

Operation New Earth's work for veteran's causes and rights have been well documented in the 7th and 9th Judicial Circuits. Our last major project was in Vietnam regarding herbicidal poison and landmine issues. Additionally while attached to the United States Embassy in Hanoi as United States State Department Fulbright Educational Specialists under Secretaries Clinton, then Kerry, Nina and James Rhodes did extensive work with the Vietnamese-American

Chamber of Commerce and the American-Vietnamese Friendship Association, whose scope and duties far exceeded the requirements of this particular RFP.

Due to our work in Mariposa County, federal representatives of the Veteran's Administration paid us a site visit (5016 Main Street). Soon thereafter SIX local residents were sent to Denver for (federal) training and Operation New Earth became the umbrella for Together with Veterans-Coulterville which is THE pilot program for California and the 32nd such facility within the current existing system-we also received a renewable grant of \$40,000. In addition to the state of California vetting us, the feds have as well.

The READERS DIGEST recently left Coulterville because they recognized the fact that we are putting into practice the art of building vibrant communities which made us a FINALIST in their "Best Rural Town in America" competition, their decision will be made public in November. This visit was also covered by the MARIPOSA GAZETTE and the YOSEMITE EXPRESS.

In addition to Operation New Earth being at 5016 Main Street, as previously reported to Tara Schiff-for recording local businesses-storefronts exist in the building for: the Coweta Creek Confederacy (an Indigenous Southeastern organization), the Apache Research Foundation (an Indigenous research group), Baha'i Community Center, VietHome, an Asian investment LLC.

The SCOPE OF SERVICES for this RFP is something we are already doing as the current Visitor's Center is closed more days than it is open. Our community building efforts, networking, diversity, competence has been recognized at the national level. We have experience assisting in directing international programs of a similar nature and bring that networking to the table. We are also constructing a website focusing on the North County that will benefit all of Mariposa County. There are serious issues with what is going on now, which can be discussed in EXECUTIVE SESSION only, as this should not be made part of the public record. We intend to stay open 7 days a week including holidays excepting unforeseen emergencies or mandated legal shut downs. We can talk about hours; we would suggest either 0900 or 1000 until perhaps 1600 hours or maybe later. We have an all-volunteer, gung-ho Coulterville workforce, as such there are no "employees" nor do we have business vehicles or subcontractors. We are all COVID vaccinated (at the time of this submission). We intend to provide travelers with free coffee, tea, or water and a comfortable place to relax with wifi, TV and other amenities to make our rest stop memorable in a positive manner. We intend to display works of local artists and are open to other suggestions.

IV. SCOPE OF PROPOSAL (3): We acknowledge consent to adhere to the Scope of Services and Sample Services Agreement outlined in this RFP. Outside our initial proposal, if we are required to secure additional insurances, other than what we are currently negotiating for, we would request the county consider covering that additional expense.

IV: SCOPE OF PROPOSAL (5): Key personnel- (Dr.) James Rhodes, VITA currently on file with the county as I am on the Coulterville Planning Advisory Committee; Veterans Collaboration Committee; Economic Development Corporation of Mariposa County; and recently appointed to the Selective Service System, California Region III.

(Dr.) Nina Alvarado Avina-Rhodes, VITA currently on file with the county as she is a member of the Mariposa County Commission on Aging District 2; Central Sierra Economic Development District; Coulterville Service Area 1 Advisory Board.

Nina and James are retired with the time and experience to administer and oversee the award of this agreement.

(Overview) Nina retired from The Johns Hopkins University's Center for Talented Youth; Director, Western Arizona Health Education Center; Director, SER Jobs for Progress; held public office in Santa Clara County; Director, Eastern Alabama Services for the Elderly; United States State Department Fulbright Educational Specialist.

(Overview) James is a disabled combat veteran who holds a current and valid Arizona Secondary Teaching Credential; certified Arizona jailer; certified Arizona corrections officer; certified California reserve peace officer; held public office in Santa Clara County; internationally published author; staff writer YOSEMITE EXPRESS; United States State Department Fulbright Educational Specialist.

COSTS

The MARIPOSA GAZETTE reported June 24, 2021, page A12 that the budget for the Coulterville Visitor's Center was \$20,090 which comes to \$1674.17 a month for a small limited space that is vacant a MINIMUM of 4 days a week; however, the budget for the Mariposa Visitor's Center was \$211,992 or \$17,666 per month.

The MARIPOSA GAZETTE reported on September 9, 2021 that the budget for the Coulterville Visitor's Center had been approved for \$23,400 (with "no requests" for an expansion of hours), or \$1950 per month-do note that facility that currently houses the Visitor's Center is for sale.

OUR PROPOSAL-subject to discussion and/or alteration

FREE: Coffee, tea, bottled water, soda to travelers	\$200/month
Baseline sewer, water fees	\$150/month
Estimated P.G.& E. bill	\$250/month
Wifi service estimated	\$175/month
Rent bottom floor, insurance, taxes	\$1295/month
Unaccounted/miscellaneous	\$97/month
TOTAL:	\$2167/month
Yearly Total:	\$26,004/year

These are our proposed numbers for a 7 day a week FUNCTIONING facility FOR Coulterville by a dedicated and knowledgeable volunteer force that has a positive plan for the North County. We are willing to discuss anything in this RFP.

ADDITIONAL COMMENTS

II SCOPE OF SERVICES “C” –‘effectiveness’ is a key word here that we would like the county’s definition, Operation New Earth will certainly submit an agreed upon plan once we meet face to face.

(E) & (F) & (G) are givens + local artist should be given FREE spaces, perhaps on a rotating basis, to display their talents as we are a disadvantaged area.

III TERMS AND CONDITIONS -insurances- be advised I am now in negotiations with my insurance agent to secure the coverages the county requires.

V. PROPOSAL GUIDELINES “E”: Operation New Earth is a minority run non-profit established in 2008.

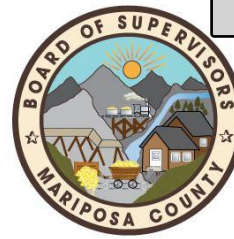
Last note, I have an out of country speaking engagement late September, if there are questions or discussions, please contact me before then. I thank you- James Rhodes

Please understand the residents here was a Visitor’s Center that represents and promotes us-not an afterthought that is unmanned the majority of the time-we feel very strongly about this... please ask yourself, would this be the case if we were Mariposa?



MARIPOSA COUNTY

Administration • 966-3222



MEETING: October 25, 2022

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Closed Session - Hornitos

☐ **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: 1

☐ **CONFERENCE WITH COUNTY LABOR NEGOTIATOR**

Name of Employee Organization: _____

Name of County Designated Representative: _____

Title(s) of unrepresented individuals with whom negotiations are being conducted: _____

☐ **PUBLIC EMPLOYEE EMPLOYMENT TITLE OR POSITION TO BE FILLED:**

(Government Code Section 54957 (b) (1))

☐ **PUBLIC EMPLOYEE PERFORMANCE EVALUATION**

Position of employee under review: _____ (Government Code Section 54954.5)

☐ **PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE** (Government Code Section 54954.5)

☒ **CONFERENCE WITH REAL PROPERTY NEGOTIATOR**

Description of real property: Assessor Parcel Number 011-152-005

Negotiating parties: Garry Robinson

Agency negotiator: Dallin Kimble, County Administrative Officer

Closed session will concern: () price; () terms of payment; (X) both.

☐ **THREAT TO PUBLIC SERVICE FACILITIES**

Name of law enforcement agency involved: _____

Title of officer of law enforcement agency: _____

☐ **LICENSE/PERMIT DETERMINATION**

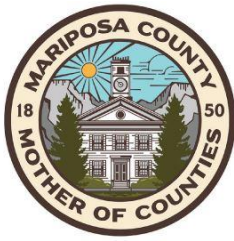
License or Permit applied for: _____

Number of license or permit applicants: _____

Name of applicant(s): _____

Agenda Item - No Resolution Requested

RESULT: CLOSED SESSION HELD



MARIPOSA COUNTY

Board of Supervisors • 209-966-3222



I.2

MEETING: October 25, 2022

TO: The Board of Supervisors

FROM: Rosemarie Smallcombe, District I Supervisor

RE: Closed Session - Building Director

☐ **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: 1

☐ **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: Building Director (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 law enforcement agency involved: _____
Title of officer of law enforcement agency: _____

☐ **LICENSE/PERMIT DETERMINATION**

License or Permit applied for: _____
Number of license or permit applicants: _____
Name of applicant(s): _____

Agenda Item - No Resolution Requested

RESULT: CLOSED SESSION HELD